CITY OF ROSEVILLE CALIFORNIA

AGENDA

December 7, 2022

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

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

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

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.

1. CALL TO ORDER

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE

4. MEETING PROCEDURES

5. PUBLIC COMMENTS

6. CONSENT CALENDAR

BEGINNING OF CONSENT CALENDAR

Minutes

6.1. Minutes of Prior Meetings

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

CC #: 2443

File #: 0102-03

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

Bids / Purchases / Services

6.2. Fire Safety Equipment and Supplies - Purchase Order Increase

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

CC #: 2435

File #: 0203-12

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

6.3. Adventure Club Modular Buildings - Contract Purchase Agreements

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

CC #: 2419

File #: 0704

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

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

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

CC #: 2415

File #: 0203-09

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

6.5. Fleet Equipment and Truck Purchases – Purchase Orders

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

CC #: 2422

File #: 0203-01

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

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

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

CC #: 2424

File #: 0203-02

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

6.7. Pest Control Management - Contract Purchase Agreement

Memo from Administrative Technician Darci Carpenter and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 22-443 APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND NEIGHBORLY PEST MANAGEMENT, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (3002597). Staff requests Council approve a contract purchase agreement with Neighborly Pest Management, Inc. to provide pest control services on a scheduled and as-needed basis. The total amount of the agreement is $150,000. Staff also requests authorization to utilize the optional renewal years of the bid contract without further City Council approval, provided that the applicable budget is approved by the City Council each year, or until City staff determines that continuing with the same vendor is not in the City's best interest. Funding is included in the Building Maintenance, Environmental Utilities,

Electric, Street Maintenance, and Park Maintenance FY2022-23 budgets.

CC #: 2430

File #: 0203-04

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

6.8. Sodium Hypochlorite Generation Cells - Sole Source Purchase Order

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

CC #: 2409

File #: 0203-03

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

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

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

CC #: 2410

File #: 0203-09

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

6.10. Ultraviolet Disinfection Equipment - Sole Source Purchase Order

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

CC #: 2420

File #: 0203-09

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

6.11. Technology Equipment - Purchase Order

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

CC #: 2411

File #: 0203-06

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

Resolutions

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

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

CC #: 2418

File #: 0800-02 & 0214

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

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

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

the rental of these devices.

CC #: 2439

File #: 0215

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

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

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

CC #: 2438

File #: 0800-02

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

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

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

CC #: 2431

File #: 1002-04

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

6.16. Roseville Electric Utility Physical Security Plan Update

Memo from Electric Risk and Compliance Supervisor Petra Wallace and Electric Utility Director Dan Beans recommending the City Council adopt RESOLUTION NO. 22-452 APPROVING THE ROSEVILLE ELECTRIC

UTILITY PHYSICAL SECURITY PLAN. Staff requests Council approve the updated Roseville Electric Utility Physical Security Plan. The initial plan was approved by the City Council on June 16, 2021 with Resolution 21-277. There is no cost associated with the acceptance of the plan.

CC #: 2436

File #: 0800-03

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

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

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

CC #: 2428

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

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

6.18. North Industrial Plan Area Parcel 50 - Summary Vacation

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

CC #: 2426

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

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

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

Memo from Assistant Engineer Kerry Andrews and Development Services

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

CC #: 2406

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

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

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

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

CC #: 2407

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

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

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

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

CC #: 2408

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

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

6.22. 401 Oak Street Demolition Project - Change Order Authority

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

CC #: 2412

File #: 0203-04

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

6.23. Infrastructure Plan for Fleet Electrification - Professional Service Agreement

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

CC #: 2425

File #: 0800-04

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

6.24. 290 Conference Center Drive - Maintenance Agreement

Memo from Assistant Transportation Planner Suzanne Engelke and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 22-427 APPROVING A MAINTENANCE AGREEMENT FOR 290 CONFERENCE CENTER DRIVE, BY AND BETWEEN THE CITY OF ROSEVILLE AND ROSEVILLE JUNCTION, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approve a Maintenance Agreement with Roseville Junction, LLC, owner of the property at 290 Conference Center Drive, that outlines the financial obligations for bike trail maintenance and future needed improvements for all parties once the bike trail within this property is constructed. There is no impact or cost to the General Fund. The developer shall be responsible for all maintenance, repair, and replacement of the other improvements.

CC #: 2416

File #: 0721-05

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

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

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

CC #: 2433

File #: 1002

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

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

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

CC #: 2413

File #: 0900-04-02

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

6.27. Park and Landscape Maintenance - Services Agreement Amendment

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

CC #: 2430

File #: 0704

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

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

6.28. 2022 Building Standards Code Adoption

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

CC #: 2404

File #: 0501

CONTACT: Jason Rizzi 916-774-5802 jrizzi@roseville.ca.us
Jim Mangino 916-774-5390 jmangino@roseville.ca.us

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

Memo from Management Analyst Mark Peinado and Police Chief Troy Bergstrom recommending the City Council adopt RESOLUTION NO. 22-457 ACCEPTING A GRANT AWARD FROM THE STATE OF CALIFORNIA - OFFICE OF TRAFFIC SAFETY; and adopt ORDINANCE NO. 6578 AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2022-23 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff requests Council accept a Grant Award from the California Office of Traffic Safety in the amount of $175,000 and authorize the City Manager or his designee to execute the required documents on behalf of the City. Additionally, staff requests Council approve a budget adjustment in the amount of $175,000 in the City's Grants Fund. Funding from this Grant will be used to increase traffic safety enforcement patrols and purchase traffic safety equipment. This grant will

have no net impact on the City's General Fund.

CC #: 2441

File #: 0323 & 0214 & 0201-01

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

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

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

CC #: 2432

File #: 0323 & 0201-01

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

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

Memo from Preventative Maintenance Coordinator Blaine Wiegel and Environmental Utilities Director Richard Plecker recommending the City Council adopt ORDINANCE NO. 6576 AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2022-23 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff requests Council approve a budget adjustment for a total of $200,000 from the Water, Wastewater, and Waste Services Operations Funds for the construction of three internal offices in the Shop Building at the Dry Creek Wastewater Treatment Plant for staff shared among the Water, Wastewater, and Waste Services Utilities.

CC #: 2434

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

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

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

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

CC #: 2405

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

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

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

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

CC #: 2440

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

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

Reports / Requests

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

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

CC #: 2402

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

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

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

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

CC #: 2399

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

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

6.36. Staffing Changes

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

CC #: 2442

File #: 0600-01

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

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

Memo from Housing Manager Trisha Isom and Economic Development Director Melissa Anguiano recommending the City Council accept an informational report overviewing minor Grants Advisory Commission edits to the application and scoring questions as well as the Citizens Benefit Fund and Roseville Employees Annual Charitable Hearts year-end summary report highlighting non-profit accomplishments for the FY2021-22 grant funding cycle. The proposed changes and summary report are routine in nature and have no

impact on the General Fund.

CC #: 2417

File #: 0103-34-02

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

Ceremonial Documents

6.38. Resolution - Shelley Gollender

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

CC #: 2444

File #: 0102-10

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

END OF CONSENT CALENDAR

7. ORDINANCES

7.1. Roseville Electric Energy Surcharge - Roseville Municipal Code Amendment

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

CC #: 2356

File #: 0800-03 & 0215

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

8. PUBLIC HEARING

NOTICE TO THE PUBLIC

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

1. Open the Public Hearing
2. Presentation by Staff

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

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

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

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

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

CC #: 2427

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

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

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

Memo from Associate Planner Kinarik Shallow and Development Services Director Mike Isom recommending the City Council consider the Kaiser Permanente Roseville Medical Center Inpatient Bed Tower Project Final Supplemental Environmental Impact Report; and adopt RESOLUTION NO. 22-424 to CONSIDER A CERTIFIED FINAL SUPPLEMENTAL

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

CC #: 2414

File #: 0400-04-02-1

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

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

Memo from Management Analyst Jeannine Thrash and Assistant City Manager/Chief Financial Officer Dennis Kauffman recommending the City Council adopt RESOLUTION NO. 22-433 A RESOLUTION CALLING SPECIAL ELECTION OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE REGARDING PARKSIDE AT SIERRA VISTA COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES); and adopt RESOLUTION NO. 22-434 A RESOLUTION DECLARING RESULTS OF SPECIAL ELECTION AND DIRECTING RECORDING OF NOTICE OF SPECIAL TAX LIEN REGARDING PARKSIDE AT SIERRA VISTA COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES); and adopt RESOLUTION NO. 22-435 A RESOLUTION OF FORMATION OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE TO FORM PARKSIDE AT SIERRA VISTA COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES); and adopt RESOLUTION NO. 22-436 A RESOLUTION DETERMING NECESSITY TO INCUR BONDED INDEBTEDNESS OF THE CITY COUNCIL OF THE CITY OF

ROSEVILLE FOR PARKSIDE AT SIERRA VISTA COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES); and adopt ORDINANCE NO. 6573 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE LEVYING SPECIAL TAXES WITHIN CITY OF ROSEVILLE PARKSIDE AT SIERRA VISTA COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES). A developer, FD-24 LLC, has requested to form a Community Facilities District within the Sierra Vista Specific Plan in order to fund certain authorized facilities and fees in the future. The project is approximately 11 acres and will develop 135 medium density residential for-rent units. Because the project consists of for-rent single family homes, bonds will not be issued until after a change in ownership of any parcel within the district. The bond authorization request will be taken to Council at that time. Formation of the district will not impact the City's General Fund.

CC #: 2423

File #: 0206-03-01

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

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

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

CC #: 2421

File #: 0113-02

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

9. REPORTS / PUBLIC COMMENTS

10. ADJOURNMENT

COUNCIL COMMUNICATION

CC #: 2443
File #: 0102-03

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

Meeting Date: 12/7/2022
Item #: 6.1.

RECOMMENDATION TO COUNCIL

Approve the minutes of the October 26, 2022 City Council Closed Session and November 2, 2022 City Council Meeting.

BACKGROUND

Not applicable.

FISCAL IMPACT

There is no fiscal impact associated with this request.

ENVIRONMENTAL REVIEW

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

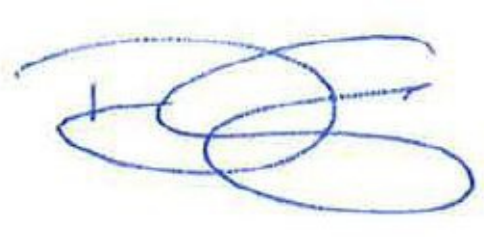
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal B - Support community engagement and advocacy

Respectfully Submitted,

Helen Dreyer, Assistant City Clerk

Carmen Avalos, City Clerk



Dominick Casey, City Manager

ATTACHMENTS:

Description

October 26, 2022 Closed Session

November 2, 2022

CITY OF ROSEVILLE CALIFORNIA

MINUTES
October 26, 2022

CLOSED SESSION
10:30 a.m.
Council Chambers
311 Vernon Street
Roseville, California
www.roseville.ca.us

A. CLOSED SESSION CALL TO ORDER

The meeting was canceled due to a lack of quorum at 10:42 a.m.

B. CLOSED SESSION ROLL CALL

C. CLOSED SESSION PUBLIC COMMENTS

D. CLOSED SESSION

D.1. Threat to Public Services or Facilities

Pursuant to Government Code Section 54957
Consultation with Roseville Police Department, Detective Ken Nakamura
CONTACT: M. Sheidenberger 916-774-5325 msheidenberger@roseville.ca.us

E. CLOSED SESSION ADJOURNMENT

CITY OF ROSEVILLE CALIFORNIA

MINUTES
November 2, 2022

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

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

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

1. CALL TO ORDER

Mayor Krista Bernasconi called the meeting to order at 6:01 p.m.

2. ROLL CALL

Present: Houdesheldt, Alvord, Roccucci, Mendonsa, Bernasconi

3. PLEDGE OF ALLEGIANCE

Renee Perez led the Pledge of Allegiance.

4. MEETING PROCEDURES

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

5. PRESENTATIONS

5.1. Proclamation - National Nurse Practitioner Week November 13-19, 2022

In recognition of the countless contributions that nurse practitioners have made over the past half century and will continue to make to the health and well-being of citizens in our state, hereby proclaim November 13-19, 2022, as Nurse Practitioner Week.

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

Councilmember Pauline Roccucci made the presentation to immediate past President of the California Chapter of Nurse Practitioners, Jeff Sousa, who responded.

5.2. REACH Committee - Check Presentation to Shriners Children's Hospital

Roseville Employees Annual Charitable Hearts (REACH) Committee held its annual softball tournament in October with the primary beneficiary being Shriners Children's Hospital Northern California. Check for $1,245 will be presented by Lea Estrada, Development Services and Chair of REACH, to Alan Anderson, Director of Development, Shriners Hospital of Northern California, on behalf of city employees.

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

Senior Permits Technician and REACH Committee Chair Lea Estrada made the presentation to Shriners Children's Northern California Director of Development, Alan Anderson, who responded.

5.3. Sacramento Area Council of Governments - Blueprint Project

The 2024 Blueprint will outline recommendations for public land use policy and transportation investment strategies for the Sacramento region for the next 30 years. This plan will lay out a set of strategies for an integrated, multimodal transportation system and a regional land use development pattern that can create a more thriving region that works for all residents. The plan aims to connect housing to jobs, education, goods and services, and recreational opportunities while protecting and enhancing our region's natural and working landscapes.

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

Sacramento Area Council of Governments Deputy Area Director Kacey Lizon made the presentation to the City Council.

No public comment received.

6. PUBLIC COMMENTS

Vigean Ryer - Spoke on events in support of Dewali on behalf of the Hindu Community.

7. CONSENT CALENDAR

BEGINNING OF CONSENT CALENDAR

Motion by Pauline Roccucci, seconded by Tracy Mendonsa, to remove Item 7.1 and 7.16 from the Consent Calendar to be discussed separately and approve the remaining items as recommended. The Motion Passed.

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

Minutes

7.1. Minutes of Prior Meetings

Memo from Assistant City Clerk Helen Dreyer and City Clerk Carmen Avalos recommending the City Council approve the minutes of the October 5, 2022 City Council meeting, October 6, 2022 Closed Session, October 19, 2022 City Council Closed Session, and the October 19, 2022 City Council meeting.

CC #: 2398

File #: 0102-03

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

Item removed by Richard Wukmir, Resident, who spoke on bettering the process of approving items on the City Council agenda.

Motion by Bruce Houdesheldt, seconded by Tracy Mendonsa, to approve the minutes of the October 5, 2022 City Council meeting, October 6, 2022 Closed Session, October 19, 2022 City Council Closed Session, and the October 19, 2022 City Council meeting. The Motion Passed.

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

Bids / Purchases / Services

7.2. Fire Derailment Training Trailer - Contract Purchase Agreement

Memo from Fire Division Chief Jason Rizzi and Fire Chief Rick Bartee recommending the City Council adopt RESOLUTION NO. 22-407 APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND ENVIROFAB, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approval of a contract purchase agreement with EnviroFab for the derailment training trailer as part of a previously awarded and approved California Office of Emergency Services derailment facility grant award. In FY2021-22, the Fire Department was awarded a $450,000 grant for improvements to the Fire Training center related to the derailment training program. This is the only training site of its kind in the western United States, and it allows responders from Roseville, and throughout California and the western United States, to train for rail emergencies. The total cost of the purchase is estimated to be $165,380 and is included in the existing FY2022-23 General Fund budget with no additional impact on

the General Fund.

CC #: 2383

File #: 0324

CONTACT: Jason Rizzi 916-774-5807 jrizzi@roseville.ca.us

7.3. Generation Division Instrumentation, Controls & Electrical Contracting Support – Contract Purchase Agreement

Memo from Power Plant Engineer Oscar Plasencia and Electric Utility Director Dan Beans recommending the City Council adopt RESOLUTION NO. 22-415 APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND PEI PLACER ELECTRIC, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approval of a multiple year service agreement with PEI Placer Electric, Inc. to provide instrumentation, controls and electrical craft support for Roseville Electric Utility generation facilities with a not-to-exceed amount of $1,500,000 over 5 years. Funding is included in the Electric Department's FY2022-23 budget in the Electric Fund. Future spending is subject to approval of future year budgets.

CC #: 2393

File #: 0800-03

CONTACT: Oscar Plasencia 916-746-1648 oplasencia@roseville.ca.us

7.4. Multifamily Refrigerator Replacement Program - Contract Purchase Agreement

Memo from Energy Services Account Representative Susan Hernandez and Electric Utility Director Dan Beans recommending the City Council adopt RESOLUTION NO. 22-412 APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND ARCA RECYCLING, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (3002534). Staff requests Council approve a contract purchase agreement with ARCA Recycling, Inc. for the Multifamily Energy Efficient Refrigerator Replacement and Recycling Program. The total cost for the agreement will not exceed $500,000 over a two-year period. Funding is included in the FY2022-23 Electric Fund budget. Future funding is contingent on City Council approval of the respective Electric Fund budgets.

CC #: 2389

File #: 0800-03

CONTACT: Susan Hernandez 916-774-5623 shernandez2@roseville.ca.us

7.5. Westbrook Adventure Club Facility - Sole Source Contract Purchase Agreement

Memo from Parks, Recreation & Libraries Superintendent Rob Nakamura and Parks, Recreation & Libraries Director Jill Geller recommending the City Council adopt RESOLUTION NO. 22-410 APPROVING A SOLE SOURCE CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND CLARK & SULLIVAN BUILDERS DBA CLARK &

SULLIVAN CONSTRUCTION, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approve a sole source contract purchase agreement with Clark Sullivan Construction in the amount of $180,099. Clark Sullivan Construction will provide the site prep and all utility connections for the new Adventure Club modular facility at Westbrook Elementary School to provide before and after school services. This new Roseville City School District School is scheduled to open in August of 2023. An interfund loan from the Fleet Replacement Fund to the Youth Development Fund was approved by City Council on September 7, 2022 to purchase and install the Adventure Club facility. Staff also requests authorization to approve change order requests in an amount not to exceed 10% of the contract amount. There is no General Fund impact.

CC #: 2385

File #: 0704

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

7.6. Denio Family Park Phase 1 - Approval of Plans and Specifications and Authorization to Call for Bids

Memo from Park Development Project Manager Joel De Jong and Parks, Recreation & Libraries Director Jill Geller recommending the City Council approve the plans and specifications for the Denio Family Park Phase 1 project and authorize staff to call for bids. This 95.5 acre citywide park site is located off of Fiddyment Road at Blue Oaks Blvd. in the West Roseville Specific Plan. The architect's estimate for construction for the base bid is $2,541,000. Funding for the park construction is provided through the West Roseville Citywide Park Development Fund and was allocated in the FY2021-22 budget. Maintenance of the Phase 1 park improvements will cost approximately $40,000/year and will be funded by the General Fund.

CC #: 2379

File #: 0704-01

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

7.7. Real-Time Crime Center Video Wall and Video Wall Processor - Sole Source Purchase Order

Memo From Management Analyst Mark Peinado and Police Chief Troy Bergstrom recommending the City Council adopt RESOLUTION 22-411 APPROVING A SOLE SOURCE PURCHASE ORDER FOR A REAL-TIME CRIME CENTER VIDEO WALL AND VIDEO WALL PROCESSOR, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE STATEMENT OF WORK ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approve a sole source purchase order with CDW Government LLC, for $186,133.93 for the purchase of a Cinemassive video wall system, complete with hardware, processor, and installation for the Roseville Police Department. The purpose of this project is to assist with making field response to active incidents faster, more efficient, and safer for police personnel and City residents. Funding for this purchase has been approved in the amount of $199,000 from the General Fund.

CC #: 2386

File #: 0203-12

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

7.8. Fleet Equipment Purchase – Purchase Order

Memo from Fleet Manager Brian Craighead and Public Works Director Jason Shykowski recommending the City Council approve a sole source purchase order to Sherman & Reilly Inc. for two (2) TRT-384/60-21K-T three reel turret trailers in the amount of $296,814. The trailers are used for transporting and installing various cable sizes throughout the City for new residential and commercial installations, maintenance, and emergency replacements. Funding for this equipment is included in the FY2022-23 Electric Fund budget.

CC #: 2387

File #: 0203-02

CONTACT: Brian Craighead 916-774-5731 bcraighead@roseville.ca.us

7.9. Fertilizer Plus Dimension (RFQ 10-3330) - Purchase Orders

Memo from Buyer Sue Jessup and Assistant City Manager/Chief Financial Officer Dennis Kauffman recommending the City Council adopt RESOLUTION NO. 22-416 APPROVING PURCHASE ORDERS FOR FERTILIZER PLUS DIMENSION. Staff requests Council approve open purchase orders with Wilbur-Ellis Company, LLC as the lowest responsive and responsible bidder for the purchase of fertilizer plus Dimension in response to RFQ 10-3330. The initial contract will be from date of award through December 31, 2023. Funding is included in the Parks Maintenance Division's FY2022-23 budget and will be proposed in its FY2023-24 budget. Funding is split between the General Fund and the various Community Facilities District and Lighting and Landscape District funds. The estimated total annual spend is $250,800 with an estimated increase of up to 8% per year due to potential increases caused by inflation. The bid allowed for four optional renewal calendar years at one-year intervals. Staff requests authorization to continue utilizing the remaining optional renewal calendar years without further Council approvals provided that the applicable budget is approved by Council each year, or until City staff determines that continuing with the same vendor is not in the City's best interest.

CC #: 2395

File #: 0203-10

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

Resolutions

7.10. Roseville Aquatics Complex Slide and Water Play Structure Replacement Project - Notice of Completion

Memo from Park Development Project Manager Heather Buck and Parks, Recreation & Libraries Director Jill Geller recommending the City Council adopt

RESOLUTION NO. 22-408 ACCEPTING THE PUBLIC WORK KNOWN AS THE ROSEVILLE AQUATICS COMPLEX (RAC) SLIDE AND WATER PLAY STRUCTURE REPLACEMENT PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING THE PARKS, RECREATION AND LIBRARIES DIRECTOR TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE. The Parks, Recreation & Libraries Department has made a final inspection of the Roseville Aquatics Complex Slide and Water Play Structure Replacement project and has found that all contract work has been completed in accordance with the improvement plans and specifications. The project is now ready for acceptance. The project included replastering of the recreation pool, retrofit of the water play structure into a spray ground, associated piping and pool deck modifications, and replacement of existing pool equipment for the water play structure as these amenities had reached the end of their useful life. Funding for the park improvements was provided through the Parks, Recreation & Libraries Capital Projects Fund approved in the FY2019-20 budget. Maintenance of the existing aquatics complex is provided by the General Fund and will remain unchanged.

CC #: 2382

File #: 0707

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

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

Memo from Associate Engineer Cathy Gosalvez and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 22-413 APPROVING AN AGREEMENT FOR ACQUISITION OF REAL PROPERTY AND ESCROW INSTRUCTIONS, BY AND BETWEEN THE CITY OF ROSEVILLE AND FIDELITY NATIONAL TITLE INSURANCE COMPANY, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT, THE GRANT DEED AND ALL RELATED ESCROW DOCUMENTS ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 22-414 APPROVING AN AGREEMENT FOR ACQUISITION OF REAL PROPERTY AND ESCROW INSTRUCTIONS, BY AND BETWEEN THE CITY OF ROSEVILLE AND ROBERT J. MACNICHOLL AND MARY ELLEN MACNICHOLL, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT, THE GRANT DEED AND ALL RELATED ESCROW DOCUMENTS ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approval of the Agreements for Acquisition of Real Property and Escrow Instructions for the purchase of property for the Dry Creek Greenway East Trail Project with Fidelity National Title Insurance Company in the amount of $600, and with the MacNicholls in the amount of $18,700. The Dry Creek Greenway East trail project is a proposed paved multi-use trail along Dry, Cirby, and Linda Creeks from Darling Way/Riverside Avenue to the City limits at S. Cirby Way/Old Auburn Road. Funding for this acquisition is from Local Transportation Funds. No General Fund resources are being used.

CC #: 2392

File #: 0721-05

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

Ordinances (for introduction and first reading)

7.12. 2022 Building Standards Code Adoption

Memo from Assistant Fire Chief Jason Rizzi and Fire Chief Rick Bartee recommending the City Council introduce for first reading ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTION 16.04.100 OF CHAPTER 16.04, RE-ADOPTING AND AMENDING SECTION 16.04.310 OF CHAPTER 16.04, AND REPEALING SECTION 16.04.830 OF CHAPTER 16.04, AMENDING SECTIONS 16.16.020 OF CHAPTER 16.16, RE-ADOPTING SECTION 16.16.030 OF CHAPTER 16.16, AMENDING SECTIONS 16.16.040, 16.16.050, 16.16.060, 16.16.110 AND 16.16.130 OF CHAPTER 16.16 OF TITLE 16 OF THE ROSEVILLE MUNICIPAL CODE REGARDING BUILDINGS AND CONSTRUCTION. This Ordinance amends Title 16 of the Roseville Municipal Code, which prescribes regulations governing building standards and conditions hazardous to life and property. The fiscal impact on the City includes new code resources and staff training on the updated regulations. These costs have been accounted for within the current budgets of both the Fire Department and the Development Services Department.

CC #: 2377

File #: 0501

CONTACT: Jason Rizzi 916-774-5802 jrizzi@roseville.ca.us
Jim Mangino 916-774-5390 jmangino@roseville.ca.us

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

7.13. Staffing and Salary Schedule Updates

Memo from Human Resource Manager Linda Hampton and Human Resource Director Stacey Peterson recommending the City Council adopt ORDINANCE NO. 6568 AMENDING ORDINANCE NO. 6440, THE SALARY ORDINANCE FOR MANAGEMENT EMPLOYEES, AS AMENDED BY APPENDIX "D" TO BE EFFECTIVE NOVEMBER 5, 2022, AS AN URGENCY MEASURE; and adopt ORDINANCE NO. 6569 AMENDING ORDINANCE NO. 6536, THE SALARY ORDINANCE FOR EMPLOYEES REPRESENTED BY THE INTERNATIONAL UNION OF OPERATING ENGINEERS, STATIONARY ENGINEERS, LOCAL 39, AS AMENDED BY APPENDIX "D" TO BE EFFECTIVE NOVEMBER 5, 2022, AS AN URGENCY MEASURE. The City engaged a consulting firm to conduct a job classification study of selected citywide and department specific classes in Electric, Parks, Recreation & Libraries, Public Works, Public Affairs and Communications, and Environmental Utilities departments. The recommendations of the study properly classify employees in an effort to address significant recruitment challenges and support employee retention. The study recommendations included job specification updates for all classifications studied and the reclassification of nine employees, including two promotional opportunities, with the resulting vacancies being eliminated. In addition, the recommendations include the deletion of five (5) classifications and the addition of thirteen (13) new classifications that reflect the duties assigned. Staff also requests that the City Council approve the citywide position allocation schedule reflecting reclassifications and staffing changes in Parks, Recreation & Libraries, Public Works, Finance, and Police Departments. These

changes include adding one new position in the Parks, Recreation and Libraries Department, a 0.25 full-time equivalent position in the Public Works Department, two positions in the Finance Department (converted from limited term to regular, full-time), and the reclassification of a vacant position in the Police Department. The estimated total cost of the recommended position changes is $183,966 for the remainder of Fiscal Year (FY) 2022-23 and $281,359 ongoing. Of this amount, the General Fund impact is $63,968 for the rest of FY2022-23 and $97,833 ongoing. The additional cost for the remainder of FY2022-23 will be funded by salary savings and funds already appropriated in the FY2022-23 budget. The ongoing costs will be incorporated into the proposed FY2023-24 budget.

CC #: 2396

File #: 0600-01

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

7.14. Downtown Space Utilization and Feasibility Study - Professional Design Services Agreement and Budget Adjustment

Memo from Facility Manager Dan Allen and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 22-409 APPROVING A PROFESSIONAL DESIGN SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND HAMMEL, GREEN AND ABRAHAMSON, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE 6566 AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2022-23 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff requests Council approve the professional design services agreement for the Downtown Space Utilization and Feasibility Study to Hammel, Green and Abrahamson, Inc (HGA). Additionally, staff requests approval of a budget adjustment which will fund the Council Chambers Space Utilization and Feasibility Study performed by HGA in the amount of $107,480 which is the not to exceed amount. Funding for the project will come from available resources in the Facility Rehabilitation Fund.

CC #: 2384

File #: 0900-09-01 & 0201-01

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

7.15. 1415 Vernon Street Demolition and Fencing - Budget Adjustment

Memo from Interim Electric Finance Administrator Joanna Cucchi and Electric Utility Director Dan Beans recommending the City Council adopt ORDINANCE NO. 6567 AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2022-23 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff requests Council approval of a budget adjustment in the amount of $66,544 from the Electric Fund to cover costs for demolition and fencing of 1415 Vernon Street which was purchased for the future expansion of the Vernon Street Substation. No General Fund resources will be used.

CC #: 2390

File #: 0800-03 & 0201-01

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

7.16. Prospera at Fiddyment, Affordable Rental Housing - Housing Trust Fund Loan Agreement, Promissory Note, Deed of Trust, and Regulatory Agreement and Budget Adjustment

Memo from Housing Analyst Suzanne Acrell and Economic Development Director Melissa Anguiano recommending the City Council adopt RESOLUTION 22-417 APPROVING A HOUSING TRUST FUND LOAN AGREEMENT, PROMISSORY NOTE, DEED OF TRUST AND A REGULATORY AGREEMENT AND DECLARATION OF RESTRICTIVE CONVENANTS, BY AND BETWEEN THE CITY OF ROSEVILLE AND FIDDYMENT AFFORDABLE PARTNERS, LP, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT AND ANY OTHER RELATED DOCUMENTS ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 6570 AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2022-23 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff requests Council approval of the necessary loan documents and regulatory agreement between the City and Fiddyment Affordable Partners, L.P. to fund the Prospera at Fiddyment affordable housing project, in the West Roseville Specific Plan, in the amount of $2.5 million. The Prospera at Fiddyment will include 94 units. The recommended loan documents and regulatory agreement support the City's General Plan in meeting affordable housing goals. The City's Local Housing Trust Fund receives funding from developer in-lieu fees, payoffs from resales and payoffs from developer subsidy loans. The Housing Division has funding available in the Local Housing Trust Fund and will pair it with the recently increased State Housing & Community Development Local Housing Trust Fund award of $2.8 million. The recommended budget adjustment appropriates the grant award of $2.8 million in the Grants Fund and the required matching funds of $2.8 million in the City's Local Housing Trust Fund, providing a total of $5.6 million for projects. The spending plan for the remaining grant funds will be brought forward to the City Council at a later date. No General Fund resources will be used in the development of this project.

CC #: 2397

File #: 0709-03-02 & 0400-04-09-1 & 0201-01

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

Renee Biaz, representing the Norcal Carpenters' Union, spoke on items he believes would benefit the project and the City.

Motion by Bruce Houdesheldt, seconded by Pauline Roccucci, to adopt RESOLUTION 22-417 APPROVING A HOUSING TRUST FUND LOAN AGREEMENT, PROMISSORY NOTE, DEED OF TRUST AND A REGULATORY AGREEMENT AND DECLARATION OF RESTRICTIVE CONVUENANTS, BY AND BETWEEN THE CITY OF ROSEVILLE AND FIDDYMENT AFFORDABLE PARTNERS,LP, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT AND ANY OTHER RELATED DOCUMENTS ON BEHALF OF THE CITY OF ROSEVILLE; and adopt

ORDINANCE NO. 6570 AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2022-23 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE.. The Motion Passed.

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

Reports / Requests

7.17. U-Haul Roseville Parcel Map

Memo from Assistant Engineer Kerry Andrews and Development Services Director Mike Isom recommending the City Council approve the U-Haul Roseville parcel map. Engineering has completed its review of the parcel map and found that it is in compliance with the approved tentative map. This map will create 4 parcels. The actions requested have no fiscal impact to the General Fund.

CC #: 2388

File #: 0400-04-17 & 0400-07

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

Ceremonial Documents

7.18. Resolution - Jerry Dankbar

Commend Jerry Dankbar for his 22 years of outstanding service and dedication to the City of Roseville, congratulate him for his many accomplishments, and wish him a long, healthy, and enjoyable retirement.

CC #: 2381

File #: 0102-10

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

END OF CONSENT CALENDAR

8. SPECIAL REQUESTS/REPORTS/PRESENTATION

8.1. Council Discretionary Funds - Rotary Club of Roseville

Memo from Management Assistant Cary Camilleri and City Clerk Carmen Avalos recommending the City Council consider a request for $1,437.17 from Council Discretionary Funds for the Roseville Rotary Club Service Club Sign Project. The funds will be used to purchase a Welcome to Roseville sign with the City emblem. There is no fiscal impact to the City's General Fund.

CC #: 2378

File #: 0102

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

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

Renee Perez, on behalf of the Roseville Rotary, spoke in support of the item.

Mike Herbert with Roseville Kiwanis spoke in support of the item.

Joe Flores with Roseville Host Lions Club spoke in support of the item.

Name inaudible, member of the Roseville Rotary, provided clarification.

Motion by Scott Alvord, seconded by Tracy Mendonsa, to approve the request for $1,437.17 from Council Discretionary Funds for the Roseville Rotary Club Sign Project. The Motion Passed.

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

8.2. Council Discretionary Funds - First United Methodist Church

Memo from Management Assistant Cary Camilleri and City Clerk Carmen Avalos recommending the City Council consider a request for $750 from the Council Discretionary Funds for the First United Methodist Church event Dia De Los Muertos - 4th Friday. The funds will be used to help support the celebration on October 28th, 2022. There is no fiscal impact to the City's General Fund.

CC #: 2391

File #: 0102

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

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

First United Methodist Church Pastor Evans spoke in support of the item.

Motion by Bruce Houdesheldt, seconded by Scott Alvord, to approve the request for $750 from Council Discretionary Funds for the United Methodist Church's Dia De Los Muertos event. The Motion Passed.

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

8.3. Fiscal Year 2022-23 American Rescue Plan Act Grant Funding Recommendations

Memo from Housing Manager Trisha Isom and Economic Development Director Melissa Anguiano recommending the City Council receive a presentation on the American Rescue Plan Act (ARPA) Grant program and approve amendments to funding schedule, eligibility, funding categories, and scoring to the Grants Advisory Commission grant process for this program, the Grants Advisory Commission funding recommendations for the FY2022-23 ARPA Fund applications totaling $350,000. With the approval of the Fiscal Year 2022-23 Budget, City Council allocated funding from the ARPA revenue replacement funding to support project and program grants to the

Roseville community. There is no General Fund impact for this item.

CC #: 2394

File #: 0103-34-02 & 0300

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

Housing Manager Trisha Isom made the presentation to the City Council.

No public comment received.

Mayor Krista Bernasconi announced she had a conflict of interest as she does work for the Placer Food Bank, and left the dais.

Motion by Pauline Roccucci, seconded by Tracy Mendonsa, to approve the funding of $20,000 for the Placer Food Bank. The Motion Passed.

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

Absent: Bernasconi

Mayor Krista Bernasconi returned to the dais.

Motion by Bruce Houdesheldt, seconded by Scott Alvord, to approve amendments to the funding schedule, eligibility, funding categories, and scoring to the Grants Advisory Commission grant process for this program, and approve the remaining items as recommended. The Motion Passed.

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

9. REPORTS / PUBLIC COMMENTS

Groundbreaking of California State University Sacramento's Placer One - Councilmember Pauline Roccucci reported on attendance.

Northern California Water Association Meeting - Councilmember Pauline Roccucci reported.

Northern California Power Association - Councilmember Pauline Roccucci will be attending.

Law and Regulation Committee Meeting - Vice Mayor Bruce Houdesheldt reported on attendance.

Placer County Transportation Planning Agency - Vice Mayor Bruce Houdesheldt reported on attendance.

Roseville Area Chamber of Commerce Strategic Planning Retreat - Vice Mayor Bruce Houdesheldt reported on attendance.

Sacramento Area Council of Governments' Capitol Corridor Joint Powers Authority Luncheon - Vice Mayor Bruce Houdesheldt announced he would attend on November 3.

Placer County Air Pollution Control District Meeting - Councilmember Scott Alvord reported on attendance.

Sacramento Valley Air Basin Control District Meeting - Councilmember Scott Alvord reported on attendance.

Roseville Economic Development Advisory Committee Meeting - Councilmember Scott Alvord reported on attendance.

City of Roseville Board and Commission Recognition Dinner - Mayor Krista Bernasconi thanked the City Clerk's Department for the nice evening.

Placer Regional Homelessness Response Process Task Force Meeting - Mayor Krista Bernasconi reported.

South Placer Councilmembers' Spooktacular Blood Drive - Mayor Krista Bernasconi announced the event's results.

Public Relations Society of America, California Capital Chapter Awards Dinner - Mayor Krista Bernasconi reported on the award won for the community vigil held for fallen Marine Sergeant Nicole Gee.

Oakmont Senior Community - Mayor Krista Bernasconi reported on attendance.

10. ADJOURNMENT

Mayor Krista Bernasconi adjourned the meeting at 7:25 p.m.

COUNCIL COMMUNICATION

CC #: 2435
File #: 0203-12

Title: Fire Safety Equipment and Supplies - Purchase Order Increase
Contact: Jason Rizzi 916-774-5802 jrizzi@roseville.ca.us

Meeting Date: 12/7/2022
Item #: 6.2.

RECOMMENDATION TO COUNCIL

Staff recommends Council adopt a resolution to increase the value of the existing purchase order with L.N. Curtis & Sons to a not-to-exceed amount of $750,000 for fire safety equipment and supplies utilizing the League of Oregon Cities contract through the National Purchasing Partners (NPPGov) contract number PS20015.

Staff requests authorization to continue renewing the contract without further Council approval, upon verification of the approved optional renewal years on the piggyback contract, until the contract expires or until staff determines that continuing with the same vendor is not in the City's best interest.

BACKGROUND

The Fire Department has an annual requirement for various safety equipment, supplies and parts for use in the over 20,000 emergency responses annually. The City will be utilizing a League of Oregon Cities contract (PS20015) as a qualified government member of National Purchasing Partners (NPPGov). This is a competitively bid contract with an initial three-year contract period and three optional one-year renewals.

The existing purchase order was issued in August 2022 with a not-to-exceed amount of $150,000. The additional amount will be used for fire safety equipment and supplies, for purchases made on an as-needed basis, and includes the outfitting and replacement of assorted equipment of multiple apparatus that are being replaced.

FISCAL IMPACT

The total estimated cost for Fire Department supplies will be $750,000 for the remaining initial term of the cooperative agreement from July 1, 2022 to March 17, 2023. Funding is included in the Fire Department's FY2022-23 budget in the General Fund and will also be recommended in future fiscal year budgets. The total of the remaining three (3), one (1) year renewal terms is

estimated at $750,000 for March 18, 2023 to March 17, 2024; $750,000 for March 18, 2024 to March 17, 2025; and $750,000 for March 18, 2025 to March 17, 2026. The contract will be encumbered annually, upon verification of the approval of the renewal of the piggyback contract, pending Council approval of the budget for each year.

ENVIRONMENTAL REVIEW

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

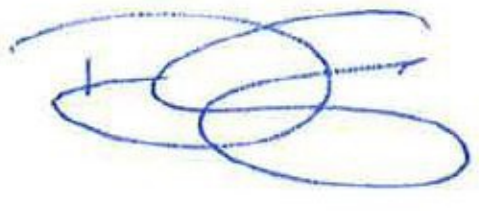
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal A - Remain Fiscally Responsible in a Changing World
Goal C - Maintain a Safe & Healthy Community

Respectfully Submitted,

Jason Rizzi, Assistant Fire Chief

Rick Bartee, Fire Chief



_____
Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 22-445

LN Curtis NPP Contract

RESOLUTION NO. 22-445

APPROVING AN INCREASE IN THE PURCHASE ORDER FOR FIRE SAFETY EQUIPMENT AND SUPPLIES

WHEREAS, a purchase order for the purchase of fire equipment and supplies was approved by the City Council in August 2022; and

WHEREAS, staff is requesting an annual increase to the purchase order for fire safety equipment and supplies, for purchases made on an as-needed basis, and includes the outfitting and replacement of assorted equipment of multiple apparatus that are being replaced.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said increase to the purchase order is hereby approved and the City Manager or his designee is additionally authorized to continue renewing the Purchase Order without further contract Council approval, upon verification of the approved optional renewal years on the piggyback contract until that contract expires or until staff determines that continuing with the same vendor is not in the City's best interest.

PASSED AND ADOPTED by the Council of the City of Roseville this____day of _____, 2022, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

DocuSign Envelope ID: 9A96B9D4-FCF2-4FFF-8120-2FFDB55FE2AD

LEAGUE OF OREGON CITIES

MASTER PRICE AGREEMENT

This Master Price Agreement is effective as of the date of the last signature below (the "Effective Date") by and between the LEAGUE OF OREGON CITIES, an Oregon public corporation under ORS Chapter 190 ("LOC" or "Purchaser") and LIFE-ASSIST, INC. ("Vendor").

RECITALS

WHEREAS, the Vendor is in the business of selling certain PUBLIC SAFETY MEDICAL SUPPLIES, EQUIPMENT & MONITORS, as further described herein; and

WHEREAS, the Vendor desires to sell and the Purchaser desires to purchase certain products and related services all upon and subject to the terms and conditions set forth herein; and

WHEREAS, through a solicitation for PUBLIC SAFETY MEDICAL SUPPLIES, EQUIPMENT & MONITORS the Vendor was awarded the opportunity to complete a Master Price Agreement with the LEAGUE OF OREGON CITIES as a result of its response to Request for Proposal No. 1935 for PUBLIC SAFETY MEDICAL SUPPLIES, EQUIPMENT & MONITORS; and

WHEREAS, the LEAGUE OF OREGON CITIES asserts that the solicitation and Request for Proposal meet Oregon public contracting requirements (ORS 279, 279A, 279B and 279C et. seq.); and

WHEREAS, Purchaser and Vendor desire to extend the terms of this Master Price Agreement to benefit other qualified government members of National Purchasing Partners, LLC dba Public Safety GPO, dba First Responder GPO, dba Law Enforcement GPO and dba NPPGov;

NOW, THEREFORE, Vendor and Purchaser, intending to be legally bound, hereby agree as follows:

ARTICLE 1 – CERTAIN DEFINITIONS

1.1 "Agreement" shall mean this Master Price Agreement, including the main body of this Agreement and Attachments A-F attached hereto and by this reference incorporated herein, including Purchaser's Request for Proposal No. 1935 (herein "RFP") and Vendor's Proposal submitted in response to the RFP (herein "Vendor's Proposal") as referenced and incorporated herein as though fully set forth (sometimes referred to collectively as the "Contract Documents").

1.2 "Applicable Law(s)" shall mean all applicable federal, state and local laws, statutes, ordinances, codes, rules, regulations, standards, orders and other governmental requirements of any kind.

1.3 "Employee Taxes" shall mean all taxes, assessments, charges and other amounts whatsoever payable in respect of, and measured by the wages of, the Vendor's employees (or subcontractors), as required by the Federal Social Security Act and all amendments thereto and/or any other applicable federal, state or local law.

1.4 "Purchaser's Destination" shall mean such delivery location(s) or destination(s) as Purchaser may prescribe from time to time.

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1.5 “Products and Services” shall mean the products and/or services to be sold by Vendor hereunder as identified and described on Attachment A hereto and incorporated herein, as may be updated from time to time by Vendor to reflect products and/or services offered by Vendor generally to its customers.

1.6 “Purchase Order” shall mean any authorized written order for Products and Services sent by Purchaser to Vendor via mail, courier, overnight delivery service, email, fax and/or other mode of transmission as Purchaser and Vendor may from time to time agree.

1.7 “Unemployment Insurance” shall mean the contribution required of Vendor, as an employer, in respect of, and measured by, the wages of its employees (or subcontractors) as required by any applicable federal, state or local unemployment insurance law or regulation.

1.8 “National Purchasing Partners” or “(NPP)” is a subsidiary of two nonprofit health care systems. The Government Division of NPP, hereinafter referred to as “NPPGov”, provides group purchasing marketing and administrative support for governmental entities within the membership. NPPGov’s membership includes participating public entities across North America.

1.9 “Lead Contracting Agency” shall mean the LEAGUE OF OREGON CITIES, which is the governmental entity that issued the Request for Proposal and awarded this resulting Master Price Agreement.

1.10 “Participating Agencies” shall mean members of National Purchasing Partners for which Vendor has agreed to extend the terms of this Master Price Agreement pursuant to Article 2.6 and Attachment C herein. For purposes of cooperative procurement, “Participating Agency” shall be considered “Purchaser” under the terms of this Agreement.

1.11 “Party” and “Parties” shall mean the Purchaser and Vendor individually and collectively as applicable.

ARTICLE 2 – AGREEMENT TO SELL

2.1 Vendor hereby agrees to sell to Purchaser such Products and Services as Purchaser may order from time to time by Purchase Order, all in accordance with and subject to the terms, covenants and conditions of this Agreement. Purchaser agrees to purchase those Products and Services ordered by Purchaser by Purchase Order in accordance with and subject to the terms, covenants and conditions of this Agreement.

2.2 Vendor may add additional products and services to the contract provided that any additions reasonably fall within the intent of the original RFP specifications. Pricing on additions shall be equivalent to the percentage discount for other similar products. Vendor may provide a web-link with current product listings, which may be updated periodically, as allowed by the terms of the resulting Master Price Agreement. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products may be added to avoid competitive procurement requirements. LOC may reject any additions without cause.

2.3 All Purchase Orders issued by Purchaser to Vendor for Products during the term (as hereinafter defined) of this Agreement are subject to the provisions of this Agreement as though fully set forth in such Purchase Order. The Vendor retains authority to negotiate above and beyond the terms of this Agreement to meet the Purchaser or Vendor contract requirements. In the event that the provisions of this Agreement conflict with any Purchase Order issued by Purchaser to Vendor, the provisions of this Agreement shall

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govern. No other terms and conditions, including, but not limited to, those contained in Vendor's standard printed terms and conditions, on Vendor's order acknowledgment, invoices or otherwise, shall have any application to or effect upon or be deemed to constitute an amendment to or to be incorporated into this Agreement, any Purchase Order, or any transactions occurring pursuant hereto or thereto, unless this Agreement shall be specifically amended to adopt such other terms and conditions in writing by the Parties.

2.4 Notwithstanding any other provision of this Agreement to the contrary, the Lead Contracting Agency shall have no obligation to order or purchase any Products and Services hereunder and the placement of any Purchase Order shall be in the sole discretion of the Participating Agencies. This Agreement is not exclusive. Vendor expressly acknowledges and agrees that Purchaser may purchase at its sole discretion, Products and Services that are identical or similar to the Products and Services described in this Agreement from any third party.

2.5 In case of any conflict or inconsistency between any of the Contract Documents, the documents shall prevail and apply in the following order of priority:

(i) This Agreement;
(ii) The RFP;
(iii) Vendor's Proposal;

2.6 Extension of contract terms to Participating Agencies:

2.6.1 Vendor agrees to extend the same terms, covenants and conditions available to Purchaser under this Agreement to Participating Agencies, that have executed an Intergovernmental Cooperative Purchasing Agreement ("IGA") as may be required by each Participating Agency's local laws and regulations, in accordance with Attachment C. Each Participating Agency will be exclusively responsible for and deal directly with Vendor on matters relating to ordering, delivery, inspection, acceptance, invoicing, and payment for Products and Services in accordance with the terms and conditions of this Agreement as if it were "Purchaser" hereunder. Any disputes between a Participating Agency and Vendor will be resolved directly between them under and in accordance with the laws of the State in which the Participating Agency exists. Pursuant to the IGA, the Lead Contracting Agency shall not incur any liability as a result of the access and utilization of this Agreement by other Participating Agencies.

2.6.2 *This Solicitation meets the public contracting requirements of the Lead Contracting Agency and may not be appropriate under or meet Participating Agencies' procurement laws. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements.*

2.6.3 Vendor acknowledges execution of a Vendor Administration Fee Agreement with NPPGov, pursuant to the terms of the RFP.

2.7 Oregon Public Agencies are prohibited from use of Products and Services offered under this Agreement that are already provided by qualified nonprofit agencies for disabled individuals as listed on the Department of Administrative Service's Procurement List ("Procurement List") pursuant to ORS 279.835-.855. See www.OregonRehabilitation.org/qrf for more information. Vendor shall not sell products and services identified on the Procurement List (e.g., reconditioned toner cartridges) to Purchaser or Participating Agencies within the state of Oregon.

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ARTICLE 3 – TERM AND TERMINATION

3.1 The initial contract term shall be for three (3) calendar years from the Effective Date of this Agreement ("Initial Term"). Upon termination of the original three (3) year term, this Agreement shall automatically extend for up to three (3) successive one (1) year periods; (each a "Renewal Term"); provided, however, that the Lead Contracting Agency and/or the Vendor may opt to decline extension of the MPA by providing notification in writing at least thirty (30) calendar days prior to the annual automatic extension anniversary of the Initial Term.

3.2 Either Vendor or the Lead Contracting Agency may terminate this Agreement by written notice to the other party if the other Party breaches any of its obligations hereunder and fails to remedy the breach within thirty (30) days after receiving written notice of such breach from the non-breaching party.

ARTICLE 4 – PRICING, INVOICES, PAYMENT AND DELIVERY

4.1 Purchaser shall pay Vendor for all Products and Services ordered and delivered in compliance with the terms and conditions of this Agreement at the pricing specified for each such Product and Service on Attachment A, including shipping. Unless Attachment A expressly provides otherwise, the pricing schedule set forth on Attachment A hereto shall remain fixed for the Initial Term of this Agreement; provided that manufacturer pricing is not guaranteed and may be adjusted based on the next manufacturer price increase. Pricing contained in Attachment A shall be extended to all NPPGov, Public Safety GPO, First Responder GPO and Law Enforcement GPO members upon execution of the IGA.

4.2 Vendor shall submit original invoices to Purchaser in form and substance and format reasonably acceptable to Purchaser. All invoices must reference the Purchaser's Purchase Order number, contain an itemization of amounts for Products and Services purchased during the applicable invoice period and any other information reasonably requested by Purchaser, and must otherwise comply with the provisions of this Agreement. Invoices shall be addressed as directed by Purchaser.

4.3 Unless otherwise specified, Purchaser is responsible for any and all applicable sales taxes. Attachment A or Vendor's Proposal (Attachment D) shall specify any and all other taxes and duties of any kind which Purchaser is required to pay with respect to the sale of Products and Services covered by this Agreement and all charges for packing, packaging and loading.

4.4 Except as specifically set forth on Attachments A and F, Purchaser shall not be responsible for any additional costs or expenses of any nature incurred by Vendor in connection with the Products and Services, including without limitation travel expenses, clerical or administrative personnel, long distance telephone charges, etc. ("Incidental Expenses").

4.5 Price reductions or discount increases may be offered at any time during the contract term and shall become effective upon notice of acceptance from Purchaser.

4.6 Notwithstanding any other agreement of the Parties as to the payment of shipping/delivery costs, and subject to Attachments A, D, and F herein, Vendor shall offer delivery and/or shipping costs prepaid FOB Destination. If there are handling fees, these also shall be included in the pricing.

4.7 Unless otherwise directed by Purchaser for expedited orders, Vendor shall utilize such common carrier for the delivery of Products and Services as Vendor may select; provided, however, that for expedited orders Vendor shall obtain delivery services hereunder at rates and terms not less favorable than those paid by Vendor for its own account or for the account of any other similarly situated customer of Vendor.

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4.8 Vendor shall have the risk of loss of or damage to any Products until delivery to Purchaser. Purchaser shall have the risk of loss of or damage to the Products after delivery to Purchaser. Title to Products shall not transfer until the Products have been delivered to and accepted by Purchaser at Purchaser's Destination.

ARTICLE 5 – INSURANCE

5.1 During the term of this Agreement, Vendor shall maintain at its own cost and expense (and shall cause any subcontractor to maintain) insurance policies providing insurance of the kind and in the amounts generally carried by reasonably prudent manufacturers in the industry, with one or more reputable insurance companies licensed to do business in Oregon and any other state or jurisdiction where Products and Services are sold hereunder. Such certificates of insurance shall be made available to the Lead Contracting Agency upon 48 hours' notice. BY SIGNING THE AGREEMENT PAGE THE VENDOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS MASTER PRICE AGREEMENT.

5.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted. Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the Lead Contracting Agency. The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the Lead Contracting Agency under such policies. Vendor shall be solely responsible for the deductible and/or self-insured retention and the Lead Contracting Agency, at its option, may require Vendor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

5.3 Vendor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Vendor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance. Vendor waives all rights against the Lead Contracting Agency and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Vendor pursuant to this Agreement.

5.4 Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty days (30 days) prior written notice to the Lead Contracting Agency.

ARTICLE 6 – INDEMNIFICATION AND HOLD HARMLESS

6.1 Vendor agrees that it shall indemnify, defend and hold harmless Lead Contracting Agency, its respective officials, directors, employees, members and agents (collectively, the "Indemnitees"), from and against any and all damages, claims, losses, expenses, costs, obligations and liabilities (including, without limitation, reasonable attorney's fees), suffered directly or indirectly by any of the Indemnitees to the extent of, or arising out of, (i) any breach of any covenant, representation or warranty made by Vendor in this Agreement, (ii) any failure by Vendor to perform or fulfill any of its obligations, covenants or agreements set forth in this Agreement, (iii) the negligence or intentional misconduct of Vendor, any subcontractor of Vendor, or any of their respective employees or agents, (iv) any failure of Vendor, its subcontractors, or their respective employees to comply with any Applicable Law, (v) any litigation, proceeding or claim by any third party relating in any way to the obligations of Vendor under this Agreement or Vendor's performance under this Agreement, (vi) any Employee Taxes or Unemployment Insurance, or (vii) any claim alleging that the

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Products and Services or any part thereof infringe any third party's U.S. patent, copyright, trademark, trade secret or other intellectual property interest. Such obligation to indemnify shall not apply where the damage, claim, loss, expense, cost, obligation or liability is due to the breach of this Agreement by, or negligence or willful misconduct of, Lead Contracting Agency or its officials, directors, employees, agents or contractors. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph. The indemnity obligations of Vendor under this Article shall survive the expiration or termination of this Agreement for two years.

6.2 LIMITATION OF LIABILITY: IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR INJURIES TO PERSONS OR TO PROPERTY OR LOSS OF PROFITS OR LOSS OF FUTURE BUSINESS OR REPUTATION, WHETHER BASED ON TORT OR BREACH OF CONTRACT OR OTHER BASIS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.3 The same terms, conditions and pricing of this Agreement may be extended to government members of National Purchasing Partners, LLC. In the event the terms of this Agreement are extended to other government members, each government member (procuring party) shall be solely responsible for the ordering of Products and Services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring parties or unrelated purchasing parties harmless from any liability that may arise from action or inaction of the procuring party.

ARTICLE 7 – WARRANTIES

Purchaser shall refer to Vendor's Proposal for all Vendor and manufacturer express warranties, as well as those warranties provided under Attachment B herein.

ARTICLE 8 - INSPECTION AND REJECTION

8.1 Purchaser shall have the right to inspect and test Products at any time prior to shipment, and within a reasonable time after delivery to the Purchaser's Destination. Products not inspected within a reasonable time after delivery shall be deemed accepted by Purchaser. The payment for Products shall in no way impair the right of Purchaser to reject nonconforming Products, or to avail itself of any other remedies to which it may be entitled.

8.2 If any of the Products are found at any time to be defective in material or workmanship, damaged, or otherwise not in conformity with the requirements of this Agreement or any applicable Purchase Order, as its exclusive remedy, Purchaser may at its option and at Vendor's sole cost and expense, elect either to (i) return any damaged, non-conforming or defective Products to Vendor for correction or replacement, or (ii) require Vendor to inspect the Products and remove or replace damaged, non-conforming or defective Products with conforming Products. If Purchaser elects option (ii) in the preceding sentence and Vendor fails promptly to make the necessary inspection, removal and replacement, Purchaser, at its option, may inspect the Products and Vendor shall bear the cost thereof. Payment by Purchaser of any invoice shall not constitute acceptance of the Products covered by such invoice, and acceptance by Purchaser shall not relieve Vendor of its warranties or other obligations under this Agreement.

8.3 The provisions of this Article shall survive the expiration or termination of this Agreement.

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ARTICLE 9 – SUBSTITUTIONS

Except as otherwise permitted hereunder, Vendor may not make any substitutions of Products, or any portion thereof, of any kind without the prior written consent of Purchaser.

ARTICLE 10 - COMPLIANCE WITH LAWS

10.1 Vendor agrees to comply with all Applicable Laws and at Vendor's expense, secure and maintain in full force during the term of this Agreement, all licenses, permits, approvals, authorizations, registrations and certificates, if any, required by Applicable Laws in connection with the performance of its obligations hereunder. At Purchaser's request, Vendor shall provide to Purchaser copies of any or all such licenses, permits, approvals, authorizations, registrations and certificates.

10.2 Purchaser has taken all required governmental action to authorize its execution of this Agreement and there is no governmental or legal impediment against Purchaser's execution of this Agreement or performance of its obligations hereunder.

ARTICLE 11 – PUBLICITY / CONFIDENTIALITY

11.1 No news releases, public announcements, advertising materials, or confirmation of same, concerning any part of this Agreement or any Purchase Order issued hereunder shall be issued or made without the prior written approval of the Parties. Neither Party shall in any advertising, sales materials or in any other way use any of the names or logos of the other Party without the prior written approval of the other Party.

11.2 Any knowledge or information which Vendor or any of its affiliates shall have disclosed or may hereafter disclose to Purchaser, and which in any way relates to the Products and Services covered by this Agreement shall not, unless otherwise designated by Vendor, be deemed to be confidential or proprietary information, and shall be acquired by Purchaser, free from any restrictions, as part of the consideration for this Agreement.

ARTICLE 12 - RIGHT TO AUDIT

Subject to Vendor's reasonable security and confidentiality procedures, Purchaser, or any third party retained by Purchaser, may at any time upon prior reasonable notice to Vendor, during normal business hours, audit the books, records and accounts of Vendor to the extent that such books, records and accounts pertain to sale of any Products and Services hereunder or otherwise relate to the performance of this Agreement by Vendor. Vendor shall maintain all such books, records and accounts for a period of at least three (3) years after the date of expiration or termination of this Agreement. The Purchaser's right to audit under this Article 12 and Purchaser's rights hereunder shall survive the expiration or termination of this Agreement for a period of three (3) years after the date of such expiration or termination.

ARTICLE 13 - REMEDIES

Except as otherwise provided herein, any right or remedy of Vendor or Purchaser set forth in this Agreement shall not be exclusive, and, in addition thereto, Vendor and Purchaser shall have all rights and remedies under Applicable Law, including without limitation, equitable relief. The provisions of this Article shall survive the expiration or termination of this Agreement.

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ARTICLE 14 - RELATIONSHIP OF PARTIES

Vendor is an independent contractor and is not an agent, servant, employee, legal representative, partner or joint venture of Purchaser. Nothing herein shall be deemed or construed as creating a joint venture or partnership between Vendor and Purchaser. Neither Party has the power or authority to bind or commit the other.

ARTICLE 15 - NOTICES

All notices required or permitted to be given or made in this Agreement shall be in writing. Such notice(s) shall be deemed to be duly given or made if delivered by hand, by certified or registered mail or by nationally recognized overnight courier to the address specified below:

If to Lead Contracting Agency:

LEAGUE OF OREGON CITIES
1201 Court St. NE
Suite 200
Salem OR 97301
ATTN: Jamie Johnson-Davis
Email: rfp@ORCities.org

If to Vendor:

LIFE-ASSIST, INC.
11277 Sunrise Park Drive
Rancho Cordova, CA 95742
ATTN: Bryan Holliday
Email: bryan.holliday@life-assist.com

Either Party may change its notice address by giving the other Party written notice of such change in the manner specified above.

ARTICLE 16 - FORCE MAJEURE

Except for Purchaser's obligation to pay for Products and Services delivered, delay in performance or non-performance of any obligation contained herein shall be excused to the extent such failure or non-performance is ca

used by force majeure. For purposes of this Agreement, "force majeure" shall mean any cause or agency preventing performance of an obligation which is beyond the reasonable control of either Party hereto, including without limitation, fire, flood, sabotage, shipwreck, embargo, strike, explosion, labor trouble, accident, riot, acts of governmental authority (including, without limitation, acts based on laws or regulations now in existence as well as those enacted in the future), acts of nature, and delays or failure in obtaining raw materials, supplies or transportation. A Party affected by force majeure shall promptly provide notice to the other, explaining the nature and expected duration thereof, and shall act diligently to remedy the interruption or delay if it is reasonably capable of being remedied. In the event of a force majeure situation, deliveries or acceptance of deliveries that have been suspended shall not be required to be made upon the resumption of performance.

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ARTICLE 17 - WAIVER

No delay or failure by either Party to exercise any right, remedy or power herein shall impair such Party's right to exercise such right, remedy or power or be construed to be a waiver of any default or an acquiescence therein; and any single or partial exercise of any such right, remedy or power shall not preclude any other or further exercise thereof or the exercise of any other right, remedy or power. No waiver hereunder shall be valid unless set forth in writing executed by the waiving Party and then only to the extent expressly set forth in such writing.

ARTICLE 18 - PARTIES BOUND; ASSIGNMENT

This Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of the Parties hereto, but it may not be assigned in whole or in part by Vendor without prior written notice to Purchaser which shall not be unreasonably withheld or delayed.

ARTICLE 19 - SEVERABILITY

To the extent possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under Applicable Law. If any provision of this Agreement is declared invalid or unenforceable, by judicial determination or otherwise, such provision shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions and the rights and obligations of the Parties shall be construed and enforced accordingly.

ARTICLE 20 - INCORPORATION; ENTIRE AGREEMENT

20.1 All the provisions of the Attachments hereto are hereby incorporated herein and made a part of this Agreement. In the event of any apparent conflict between any provision set forth in the main body of this Agreement and any provision set forth in the Attachments, including the RFP and/or Vendor's Proposal, the provisions shall be interpreted, to the extent possible, as if they do not conflict. If such an interpretation is not possible, the provisions set forth in the main body of this Agreement shall control.

20.2 This Agreement (including Attachments and Contract Documents hereto) constitutes the entire Agreement of the Parties relating to the subject matter hereof and supersedes any and all prior written and oral agreements or understandings relating to such subject matter.

ARTICLE 21 - HEADINGS

Headings used in this Agreement are for convenience of reference only and shall in no way be used to construe or limit the provisions set forth in this Agreement.

ARTICLE 22 - MODIFICATIONS

This Agreement may be modified or amended only in writing executed by Vendor and the Lead Contracting Agency. The Lead Contracting Agency and each Participating Agency contracting hereunder acknowledge and agree that any agreement entered into in connection with any Purchase Order hereunder shall constitute a modification of this Agreement as between the Vendor and the Participating Agency. Any modification of this Agreement as between Vendor and any Participating Agency shall not be deemed a modification of this Agreement for the benefit of the Lead Contracting Agency or any other Participating Agency.

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ARTICLE 23 - GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon or in the case of a Participating Agency's use of this Agreement, the laws of the State in which the Participating Agency exists, without regard to its choice of law provisions.

ARTICLE 24 - COUNTERPARTS

This Agreement may be executed in counterparts all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year last written below.

PURCHASER:

Signature: DocuSigned by: 38C546F8869143E...

Printed Name: Mike Cully

Title: Executive Director
LEAGUE OF OREGON CITIES

Dated: 5/29/2020

VENDOR:

Signature: DocuSigned by: Bryan Holliday 349DC547529C465...

Printed Name: Bryan Holliday

Title: VP Sales & Marketing
LIFE-ASSIST, INC.

Dated: 5/29/2020

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ATTACHMENT A

to Master Price Agreement by and between VENDOR and PURCHASER.

PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

PUBLIC SAFETY MEDICAL SUPPLIES, EQUIPMENT & MONITORS	
Product Category	Percentage (%) off List Price* (***OR*** fixed price if % off pricing is not available)
MEDICAL PRODUCTS AND SUPPLIES	31%
• AIRWAY	31%
• BAGS & CASES	31%
• PERSONAL PROTECTION EQUIPMENT (EMS)	31%
• FLUID ADMINISTRATION/VASCULAR ACCESS	31%
• IMMOBILIZATION AND SUPPLIES	31%
• INFECTION CONTROL	31%
• INSTRUMENTATION	31%
• KITS	31%
• LIGHTS & FLASHLIGHTS	31%
• LINEN	31%
• OXYGEN DELIVERY	31%
• PATIENT HANDLING AND TRANSPORT	31%
• RESUSCITATION EQUIPMENT	31%
• TACTICAL MEDICINE	31%
• TRAINING AND SIMULATION	15%
• TRAUMA	31%
• VEHICLE ACCESSORIES	31%
• WMP PREPAREDNESS	31%
• WOUND CARE	31%
PHARMACEUTICLAS	31%
MEDICAL MONITORS, DEFIBRILLATORS AND DIAGNOSTICS	31%
MEDICAL LIFE SUPPORT EQUIPMENT	31%
MEDICAL INVENTORY MANAGEMENT SYSTEMS	31%
INSTALLION, SERVICE AND MAINTENANCE	15%
OTHER	31%

Pricing contained in this Attachment A shall be extended to all NPPGov members upon execution of the Intergovernmental Agreement.

Participating Agencies may purchase from Vendor's authorized dealers and distributors, as applicable, provided the pricing and terms of this Agreement are extended to Participating Agencies by such dealers and distributors. Vendor's authorized dealers and distributors, as applicable, are identified in a [list, link found at http:], as may be updated from time to time. [A current list may be obtained from Vendor.]

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ATTACHMENT B

to Master Price Agreement by and between VENDOR and PURCHASER.

ADDITIONAL SELLER WARRANTIES

To the extent possible, Vendor will make available all warranties from third party manufacturers of Products not manufactured by Vendor, as well as any warranties identified in this Agreement and Vendor's Proposal.

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ATTACHMENT C

to Master Price Agreement by and between VENDOR and PURCHASER.

PARTICIPATING AGENCIES

The Lead Contracting Agency in cooperation with National Purchasing Partners (NPPGov) entered into this Agreement on behalf of other government agencies that desire to access this Agreement to purchase Products and Services. Vendor must work directly with any Participating Agency concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing, and payment. The Lead Contracting Agency shall not be held liable for any costs, damages, etc., incurred by any Participating Agency.

Any subsequent contract entered into between Vendor and any Participating Agency shall be construed to be in accordance with and governed by the laws of the State in which the Participating Agency exists. Each Participating Agency is directed to execute an Intergovernmental Cooperative Purchasing Agreement ("IGA"), as set forth on the NPPGov web site, www.nppgov.com. The IGA allows the Participating Agency to purchase Products and Services from the Vendor in accordance with each Participating Agency's legal requirements as if it were the "Purchaser" hereunder.

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ATTACHMENT D

to Master Price Agreement by and between VENDOR and PURCHASER.

Vendor's Proposal
(The Vendor's Proposal is not attached hereto.)
(The Vendor's Proposal is incorporated by reference herein.)

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ATTACHMENT E

to Master Price Agreement by and between VENDOR and PURCHASER.

Purchaser's Request for Proposal
(The Purchaser's Request for Proposal is not attached hereto.)
(The Purchaser's Request for Proposal is incorporated by reference herein.)

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ATTACHMENT F

to Master Price Agreement by and between VENDOR and PURCHASER.

ADDITIONAL VENDOR TERMS OF PURCHASE, IF ANY.

Certificate Of Completion

Envelope Id: 9A96B9D4FCF24FFF81202FFDB55FE2AD
Status: Completed
Subject: Please DocuSign: MPA 1935 LOC and Life-Assist EMS FINAL.pdf
Source Envelope:
Document Pages: 16
Signatures: 2
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Bill DeMars
1100 Olive Way
Suite 1020
Seattle, WA 98101
bill.demars@nppgov.com
IP Address: 173.29.186.28

Record Tracking

Status: Original
5/27/2020 8:53:02 AM
Holder: Bill DeMars
bill.demars@nppgov.com
Location: DocuSign

Signer Events	Signature	Timestamp
Bryan Holliday bryan.holliday@life-assist.com VP Sales & Marketing Security Level: Email, Account Authentication (None)	DocuSigned by: Bryan Holliday 349DC547529C465... Signature Adoption: Pre-selected Style Using IP Address: 96.86.138.29	Sent: 5/27/2020 8:56:20 AM Viewed: 5/28/2020 9:22:21 AM Signed: 5/29/2020 11:44:05 AM
Electronic Record and Signature Disclosure: Accepted: 5/28/2020 9:22:21 AM ID: 95084c6d-dcdb-4430-87da-17f768e06dbc		
Mike Cully mcully@orcities.org Executive Director Security Level: Email, Account Authentication (None)	DocuSigned by: 38C546F8869143E... Signature Adoption: Drawn on Device Using IP Address: 71.63.237.219	Sent: 5/29/2020 11:44:07 AM Viewed: 5/29/2020 12:09:58 PM Signed: 5/29/2020 12:10:13 PM
Electronic Record and Signature Disclosure: Accepted: 5/29/2020 12:09:58 PM ID: 0870dad9-0279-4868-a1f6-726b8aa785ed		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/29/2020 11:44:07 AM
Certified Delivered	Security Checked	5/29/2020 12:09:58 PM
Signing Complete	Security Checked	5/29/2020 12:10:13 PM
Completed	Security Checked	5/29/2020 12:10:13 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, National Purchasing Partners (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

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

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

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

How to contact National Purchasing Partners:
You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: bruce.busch@mynpp.com

To advise National Purchasing Partners of your new e-mail address
To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at bruce.busch@mynpp.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..
In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from National Purchasing Partners
To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to bruce.busch@mynpp.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with National Purchasing Partners
To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
ii. send us an e-mail to bruce.busch@mynpp.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	•Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically
To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.
By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and

- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and

- Until or unless I notify National Purchasing Partners as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by National Purchasing Partners during the course of my relationship with you.

COUNCIL COMMUNICATION

CC #: 2419
File #: 0704

Title: Adventure Club Modular Buildings - Contract Purchase Agreements
Contact: Rob Nakamura 916-774-5135 rnakamura@roseville.ca.us

Meeting Date: 12/7/2022
Item #: 6.3.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt resolutions to approve contract purchase agreements with Class Leasing, LLC in the amounts of $390,932.97 and $394,212.98, authorize the City Manager to execute the agreements, and authorize staff to approve change order requests in an amount not to exceed 10% of the contract amounts.

BACKGROUND

Westbrook and Rex Fortune Elementary Schools are currently under construction and scheduled to open in August of 2023. Staff recommends approval of the Contract Purchase Agreements with Class Leasing LLC to provide the modular facilities. These purchases piggyback on the Chawanakee Unified School District contract (Project #11-2018, DSA approved portable buildings), ensuring competitive pricing. Enrollment for these new Adventure Clubs is anticipated to be at or near capacity within the first 2 years.

FISCAL IMPACT

An interfund loan from the Fleet Replacement Fund (4005) to the Youth Development Fund (6591) was approved by City Council on September 7, 2022 to purchase and install the Adventure Club facilities at Westbrook and Rex Fortune Elementary Schools. As a result, projects within the Youth Development Fund have been established to purchase and install both facilities. The final site conditions surrounding the modular buildings are subject to change during the course of construction. As a result, staff requests authorization to approve change order requests in an amount not to exceed 10% of each contract amount. Ongoing maintenance costs and loan repayment will be funded from the Youth Development Fund. There is no General Fund impact.

ENVIRONMENTAL REVIEW

The proposed projects involve the construction of a minor additional structure on existing school

grounds, and is categorically exempt from CEQA as a Class 14 Exemption (State CEQA Guidelines 15314). The Exemption has been prepared and no further CEQA action is required.

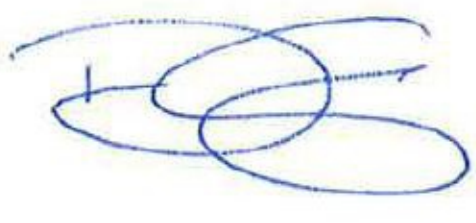
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal C - Maintain a safe and healthy community
Goal 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

Resolution 22-429

CLASS Leasing - Westbrook Agreement

Resolution 22-430

CLASS Leasing - Rex Fortune Agreement

RESOLUTION NO. 22-429

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

WHEREAS, a contract purchase agreement (3002611), to provide fabrication, delivery and installation of a new DSA classroom building at Westbrook Elementary School, by and between the City of Roseville and Class Leasing, LLC, has been reviewed by the City Council.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said contract purchase agreement is approved and that the City Manager is authorized to execute it on behalf of the City of Roseville, upon receipt and approval of bonds by the City Attorney's office.

BE IT FURTHER RESOLVED that the City Manager or his designee is authorized to approve change orders for the project, consistent with the contract terms, provided that the net cost of all change orders shall not exceed ten percent (10%) of the contract price.

PASSED AND ADOPTED by the Council of the City of Roseville this____day of _____, 2022, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

Contract Purchase Agreement 3002611

Supplier Details:

Company	Class Leasing LLC
Contact	Doug Erickson
Address	PO Box 996
	San Jacinto, CA 92581

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 3002611

Agreement	**3002611**
Agreement Date	**03-NOV-2022**
Revision	**0**
Agreement Amount	**390,932.97 USD**

Invoice To	**City of Roseville** **Accounts Payable** **311 Vernon St** **ROSEVILLE CA 95678**	Supplier	**Class Leasing LLC** PO Box 996 San Jacinto, CA 92581
Phone:	(916) 774-5488	**Phone:**	()
Fax:	(916) 784-3796	**Fax:**	()
Email:	accountspayable@roseville.ca.us	**Email:**	derickson@classleasing.net

Description of Labor, equipment and/or materials

PROVIDE THE COMPLETE FABRICATION, DELIVERY AND INSTALLATION OF ONE NEW DSA CLASSROOM BUILDING AT WESTBROOK ELEMENTARY SCHOOL IN ACCORDANCE WITH THE ATTACHED CLASS LEASING LLC QUOTE DATED 11/10/22 UTILIZING THE CHAWANAKEE UNIFIED SCHOOL DISTRICT PIGGYBACK FOR DSA APPROVED PORTABLE BUILDINGS INCLUDING, PURCHASE, LEASE, RELOCATION, DISMANTLE AND REMOVAL, PROJECT #11-2018 AND THE ATTACHED NEGOTIATED CITY OF ROSEVILLE AND CLASS LEASING LLC NEGOTIATED TERMS AND CONDITIONS.

START DATE: EXECUTED AGREEMENT
END DATE: 6/30/23

PLEASE CONTACT ROB NAKAMURA AT 916-774-5135 FOR QUESTIONS REGARDING THIS AGREEMENT.

Customer #	Supplier #	Payment Terms	Freight Terms	FOB	Shipping Method
	13231	**Net 30**	**Freight on Board at the destination**	**Destination**	**Best Method**

Start Date	End Date	Confirm To
		Tiffany Valdez Phone **1-916-746-1109**

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

City of Roseville and Class Leasing LLC negotiated terms and conditions
Revised 11/2/22

1. To the fullest extent allowed by law, Contractor shall defend, indemnify, and save and hold harmless the City, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising, only out of the extent of the contractor's negligence, while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from City's sole or active negligence or willful misconduct. The parties intend that this provision shall be broadly construed. Contractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.
2. Contractor is an independent contractor, and shall not be considered an officer, agent or employee of the City.
3. Without the written consent of the City, this Agreement is not assignable by Contractor either in whole or in part.
4. Time is of the essence of this Agreement.
5. ~~At any time during the term of this Agreement, the City has the right to terminate this Agreement provided Contractor is given a thirty (30) day notice.~~
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 per Class Leasing Quote.
8. Unless notified to the contrary, in writing, the City assumes that the Contractor has accepted the work in accordance with the Contractor's plans and specifications and will govern this Agreement.
9. All prevailing wages and fair employment practices must be adhered to. For prevailing wage contracts over $25,000, copies of certified payroll must be submitted with invoices. Prevailing wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm. Prevailing Wages will be paid and Certified Payroll required for all work done at the site.

10a. 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.

10b. 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.

10c. Additional Insureds. Contractor shall also provide a separate endorsement or section of the policy showing City, its officers, agents, employees, and volunteers as additional insureds for each type of coverage (except Workers' Compensation) and for ongoing and completed operations. Such insurance shall specifically cover the contractual liability of Contractor. The additional insured coverage under the Contractor's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from City's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

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

10e. 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.

10f. 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.

10g. Self Insurance retentions are not declared and not subject to change. A policy will be submitted only in the event of a claim.

10i. 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 DSA requirement.

12. In the event that the terms of any attachment or exhibit conflict with any terms of this Service Agreement, The Class Leasing Open Piggyback Contract with the Chawanakee USD #11, and the terms of the Class Leasing quote, shall control. Class Leasing Quotation of 11/10/22 attached as "Exhibit A" shall be apart of this contract.

13. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.
14. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorneys' fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
15. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.
16. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.
17. 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.
18. 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.

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. 1001535

DIR Registration No. 1000012018

Check mark the applicable company type below:

_____ **Corporation**

XX **Limited Liability Company**

_____ **Partnership**

_____ **Sole Proprietor**

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

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

General - Required Coverage/Documentation

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

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

Construction:X
General Liability:
$2 Million/occurrence
$4 Million aggregate

Design Professional:____
General Liability:
$2 Million/occurrence
$4 Million aggregate
Professional Liability:
$2 Million/occurrence

Professional Consultant:____
Professional Liability:
$1 Million/occurrence

IT Services:____
Professional Liability:
$1 Million/occurrence
No auto required

Hazardous Materials:____
Pollution Liability:
$1 Million/occurrence

Special Events/Caterers-Vendors:____
No auto required
No workers' comp required

Professional Counseling/ Psychological:____
Professional Liability:
$1 Million/occurrence
No auto required

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

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

Insurance Submission Process

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

How It Works

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

Questions Regarding Insurance Submission: Contact EBIX at (951) 652-4239
Questions Regarding Insurance Requirements Contact Risk Management at (916) 774-5202

Supplier

Signature:

Print Name: Michael Bollero, Sr.

Title: President

Date: 11/10/22

Supplier

Signature: _____

Print Name: _____

Title: _____

Date: _____

City of Roseville, A Municipal Corporation

Signature: _____

Print Name: **Dominick Casey**

Title: **City Manager**

Date: _____

QUOTATION

November 10,2022

Douglas Erickson
California Sales Mgr.
derickson@classleasing.net
Ofc: 951.943.1908
Cell: 530-333-3134

P.O. Box 996, San Jacinto, CA 92581

District: City Of Roseville
Parks,Recreation and Libraries
316 Vernon Street, Ste 400
Roseville, CA 95678

Attn: Mr. Rob Nakamura
Email: rnakamura@roseville.ca.us
Phone: 916-774-5135

Site Location: Westbrook Elementary
4501 Solaire Drive
Roseville, CA 95747

Site Contact: Mr. Rob Nakamura
Email: rnakamura@roseville.ca.us
Phone: 916-774-5135

	Description	Qty.	UOM	Unit Price	Total Charge
A)	48' x 40' Modular Adventure Club, per attached specification Sheet	1	SUM	$ 314,691.42	$ 314,691.42
B)	Ramps, Decks and Landings	1	SUM	$ 7,797.60	$ 7,797.60
C)	Sale Tax @ 7.75%	1	SUM	$ 24,992.90	$ 24,992.90
				Sub-Total - Sale:	**$ 347,481.92**

	Description	Qty.	UOM	Unit Price	Total Charge
D)	Delivery , buildings and ramps	5	EA	$ 5,902.00	$ 17,866.08
E)	Fuel Surcharge	1	EA	$ 480.00	$ 480.00
F)	Installation	1	SUM	$ 9,348.00	$ 9,348.00
G)	Crew Per Diem	1	SUM	$ 4,231.68	$ 4,231.68
H)	W/S Utlities within 5'	1	SUM	$ 4,350.01	$ 4,350.01
I)	Bonding	1	SUM	$ 7,175.28	$ 7,175.28
				Sub-Total - Mobilization:	**$ 43,451.05**
				TOTAL CONTRACT:	**$ 390,932.97**

GENERAL NOTES

Color And Materials: All materials, unless otherwise stated on approved plans, are based on Class Leasing standard selections. Class Leasing will supply electronic color selections to choose from for the construction (if non-standard purchase). Selections will need to be made prior to procurement of materials and production or preparation of buildings.

Pricing: This proposal is good for 30-days.

Delivery: Factory offline dates are TBD. DSA buildings approval are required prior to scheduling online and offline dates.

Substitutes And Alternates: Class Leasing reserves the right to substitute for Class Leasing standards.

Special Notes: Based on Chawanakee Piggyback Contract 11-2018 renewed 4/13/22 - Prevailing Wage for on-site work

Special Notes: Quote # 21431/Project # 19582

INCLUSIONS

- 48' x 40' Standard new DSA Classroom building
- Exterior windows - (4) 8040 XOX, (2) 4040 XO
- One (1) Single phase 200 amp panel box, single phase power
- 5/8" Duratemp exterior siding with two colors (body and trim)
- Duplex Wall Receptacles (15)
- T-grid ceiling system with ceiling tile 2910
- Upgraded Vinyl Plank Flooring w/ 4" Rubber Cove Base
- Vinyl finish interior tackable walls
- Insta-hot water heaters (3)
- SC Legacy Walnut 3070 interior doors with passage hardware, one (1) each, w/ 2' x 2' view panel
- Single sloped roof
- 40 linear feet of partition wall
- EPDM roofing
- 5'-0" front overhang and 2'-6" rear overhang (overhangs are enclosed)
- Gutters and downspouts

- Exterior duplex GFCI receptacles w/weatherproof covers, two (2) each
- WIC Grade cabinets, per drawing
- LED lights; 2' X 4' LED troffer
- Three (3) Classroom sinks with bubblers
- 20 amp duplex wall receptacles,fifteeen (15) each
- Porch lights, LED, surface mounted at exterior door locations
- Empty J-boxes with covers, 3/4" conduit to attic, per Class Leasing Sheets
- Data boxes, stubbed to above ceiling w/single 3/4" conduitseven(7) each
- Occupancy sensors (2) each
- 4 ton HVAC HP (2)
- Fire extinguisher, bracket mounted (2)
- Modular width is 11'-11", per floor for an overall width of a nominal 12'-0"
- 2019 CBC/Energy Code
- Interior duplex GFCI receptacles , three (3) each
- Sprinkler System with exterior Riser, valves.
- Standard Installation with bulding and ramp skirting.
- One (1) 15' x 6'-6" Deck with 4' x 18' steel ramp with 5' x 7' landing and handrails.
- Ramp Toe -to - Grade to be assessed at time of installation.
- Pressure treated wood foundation.

THIS PROPOSAL DOES NOT INCLUDE ANY OF THE FOLLOWING

1. Engineering beyond Class Leasing DSA (Division of State Architect) Modular Engineering
2. Installation is at prevailing wages; PSA and PLA is excluded
3. If site is "High Seismic" the upgrade from a "Low Seismic" building to "High Seismic" is at an additional charge at time of change
4. DSA 1-MR is billed at $2,200.00 upon request and include two reviews
5. Rebar Shop review is billed at $800.00 upon request and includes four (4) hours are included
6. Concrete mix review is billed at $800.00 upon request four (4) hours are included
7. Packages for State Modular Certification; unless stated otherwise herein.
8. Services, manifolds, conduits, panels, meters, disconnects, connections, etc. to site electrical or gas services; unless stated otherwise herein.
9. Any voice, security, notification, fire alarm or fire suppressions systems; unless stated
10. FFE, signage, HVAC testing and balancing, condensation drains, etc.; unless stated otherwise herein.
11. Seismic separation (6" common wall foundation), option is available at an additional charge.□
12. DSA site project approvals
13. Building permit submittal, and final site & building approval
14.
15. Concrete foundation, unless otherwise listed above as included
16. City permits, escorts, pilot cars
17. Transition of ramp toe to grade; ramps are fixed at 11' feet in length, transition to grade by District
18. Soundboard interior walls, unless otherwise noted herein
19. On site inspections
20. Connection of site utilities, FA & low voltage systems, except as noted
21. Extraordinary cost related to rad closure or specialty moving permits, access, and transportation
22. Class Leasing is not responsible for STC ratings, unless specifically stated.
23. Class Leasing is not responsible for delays with the coastal commission, air pollution, FAA permits and restrictions
24. Pricing for proposal common wall foundation is based upon a required level site, assuming tolerances, as acceptable to Class Leasing.
25. Additional ramp and/or handrail extension beyond what is quoted above. Option is available at an additional charge.
26. Security screens or security doors
27. Handling of, mitigation, or remediation of any hazardous materials
28. Modular hydraulic elevator is excluded, however, may be required by DSA, please see optional pricing to under special notes
29.
30. Anything not specifically included is excluded

REFERENCE DOCUMENTS

Building Drawing No.	**by Class Leasing**
Building Specifications/PC Dated:	New PC
RFP Documents:	

Class Leasing Standard Sale Agreement & Proposal

ACCEPTANCE & ACKNOWLEDGEMENTS

This proposal is subject to Class Leasing, LLC, herein known as "Class Leasing" credit approval of Customer. Equipment is subject to availability. By signing below, customer accepts the terms of this proposal including prices, specifications and referenced documentation, and instructs Class Leasing to make appropriate arrangements for the preparation and manufacturer of the Equipment identified herein and agrees that such signature constitutes customer's acceptance of and agreement to the Class Leasing Sales Agreement. Such sale, and the customer's agreement thereto, is subject to Class Leasing's standard terms and conditions that are incorporated by reference herein. Customer may request a copy of the terms and conditions from Class Leasing. No alterations, additions, exceptions, or changes to any Proposal or Agreement made by Customer shall be effective against Class Leasing, whether made hereon, contained in any printed form of Sale or elsewhere, unless accepted in writing by Class Leasing. Any customer purchase order or other customer-provided document purporting to replace, supersede or supplement the terms and conditions of the Class Leasing Sale Agreement shall carry no force or effect except as an instrument of billing.

CLASS LEASING, LLC

Signature: D. C. Erickson

Name: Douglas C. Erickson

Title: California Sales Manager

Date: November 2, 2022

CUSTOMER

Signature: _____

Name: _____

Title: _____

Date: _____

Bond No. _____
Premium $_____

PUBLIC WORKS
FAITHFUL PERFORMANCE BOND

(Project: _____)

WHEREAS, the City of Roseville ("CITY") has awarded a bid and contract to _____ as contractor ("PRINCIPAL") for the public work described as _____ _____ (the "WORK"). The contract ("AGREEMENT"), for the public work described above, and all of its terms and conditions are incorporated by reference and made a part hereof; and

WHEREAS, the PRINCIPAL is required to furnish a bond in connection with the AGREEMENT guaranteeing its faithful performance; and

NOW, THEREFORE, we the undersigned PRINCIPAL and _____ _____, a _____, admitted and duly authorized to transact business under the laws of the State of California, as SURETY ("SURETY"), are held and firmly bound unto the CITY or its successors and assigns in the sum of _____ dollars ($_____) (which amount is not less than 100% of the AGREEMENT price) to be paid to the CITY or its successors and assigns; and for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns jointly and severally, firmly by these presents.

The condition of this obligation is such that if the PRINCIPAL, or its heirs, executors, administrators, successors or assigns, shall abide by, and in all respects promptly and faithfully perform the covenants, conditions and provisions in said AGREEMENT and any alteration thereof made as therein provided, notice of which alterations to Surety being hereby waived, on its part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless CITY, its officers, agents, employees, volunteers as therein stipulated, then this obligation shall be null and void; otherwise, this obligation shall be and remain in full force and effect.

As condition precedent to the satisfactory completion of the contract, the obligation of the PRINCIPAL and SURETY under this Bond shall remain in effect for a period of one (1) year after the completion and acceptance of the WORK. During that time, if the PRINCIPAL, its heirs, executors, administrators, successors or assigns fails to make full, complete and satisfactory repair and replacement or totally protect the CITY from any loss or damage made evident during that year which results from or is caused by either defective materials or faulty workmanship in the prosecution of the WORK, then the obligation shall remain in full force and effect. However, anything in

this paragraph to the contrary notwithstanding, the obligation of the SURETY shall continue so long as any obligation of the PRINCIPAL remains.

No prepayment or delay in payments, and no change, extension, addition or alteration of any provision of the AGREEMENT or in the specifications agreed to between the PRINCIPAL and the CITY, or any forbearance on the part of the CITY shall operate to relieve the SURETY. The SURETY hereby waives the provisions of Section 2819 of the California Civil Code. The SURETY waives all rights of subrogation against the CITY or any person employed by the CITY. If the contract price increases by the issuance of change orders, the amount specified in this bond shall increase by the same amount.

Whenever PRINCIPAL shall be and declared by CITY to be in default under the AGREEMENT, SURETY shall promptly remedy the default, or shall promptly do one of the follow at CITY's election:

1. Undertake through its agents or independent contractors, reasonably acceptable to CITY, to complete the AGREEMENT in accordance with its terms and conditions and to pay and perform all obligations of PRINCIPAL under the AGREEMENT, including without limitation, all obligations with respect to warranties, guarantees, and the payment of liquidated damages.

2. Reimburse CITY for all costs CITY incurs in completing the AGREEMENT, and in correcting, repairing or replacing defects in materials or workmanship and/or materials and workmanship which do not conform to the specifications in the AGREEMENT.

SURETY's obligations hereunder are independent of the obligations of any other surety for the performance of the AGREEMENT, and suit may be brought against SURETY and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing CITY's rights against the others.

No right of action shall accrue on this bond to or for the use of any person or corporation other than CITY or its successors or assigns.

As part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by CITY in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

[SIGNATURES NEXT PAGE]

IN WITNESS WHEREOF, this instrument has been duly executed by the PRINCIPAL and SURETY above-named, on the ____ day of _____, 20___.

PRINCIPAL:

BY:_____

PRINT NAME: _____

PRINT TITLE: _____

AND

BY: _____

PRINT NAME: _____

PRINT TITLE:_____

SURETY:

BY:_____

PRINT NAME: _____

PRINT TITLE:_____

MAILING ADDRESS:

_____

_____

_____

(Notarization by Surety and copy of Power of Attorney required.)

APPROVED AS TO FORM:

BY: _____
City Attorney

Bond No. _____
Premium $_____

PUBLIC WORKS
LABOR AND MATERIALS PAYMENT BOND
(Project: _____)

WHEREAS, the City of Roseville ("CITY"), has awarded a bid and contract to _____ as contractor ("PRINCIPAL"), for the public work described as _____ _____ (the "WORK"). The contract ("AGREEMENT"), for the public work described above, and all of its terms and conditions are incorporated by reference and made a part hereof; and

WHEREAS, the PRINCIPAL is required to furnish a bond in connection with the AGREEMENT guaranteeing payment of persons who provide labor and material; and

NOW, THEREFORE, we the undersigned PRINCIPAL and _____ _____, a _____, admitted and duly authorized to transact business under the laws of the State of California, as SURETY ("SURETY"), are held and firmly bound unto the CITY or its successors and assigns in the sum of _____ dollars ($_____) (which amount is not less than 100% of the AGREEMENT price) to be paid to the CITY or its successors and assigns; and for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns jointly and severally, firmly by these presents.

The condition of the obligation is such that if the PRINCIPAL, its subcontractors, heirs, executors, administrators, successors or assigns fails to pay any of the persons named in Section 8004 or 9100 of the Civil Code of the State of California, or the amounts due under the Unemployment Insurance Code of the State of California, or any amounts required to be deducted, withheld and paid over to the Employment Development Department from the wages of employees of the PRINCIPAL and its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to work or labor performed by any such claimant, that the SURETY will pay for the same, in an amount not exceeding the sum specified in this bond, and also, in case suit is brought upon the bond, shall pay reasonable attorneys' fees, to be fixed by the Court.

This bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file a Stop Payment Notice pursuant to the provisions of Section 9350 et seq. of the Civil Code of the State of California, so as to give a right of action to them or their assigns in any suit brought upon this bond.

No prepayment or delay in payments, and no change, extension, addition or alteration of any provision of the AGREEMENT or in the specifications agreed to between the PRINCIPAL and the CITY, or any forbearance on the part of the CITY shall operate to relieve the SURETY. The SURETY hereby waives the provisions of Section 2819 of the California Civil Code. The SURETY waives all rights of subrogation against the CITY or any person employed by the CITY. If the contract price increases by the issuance of change orders, the amount specified in this bond shall increase by the same amount.

As part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by CITY in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

IN WITNESS WHEREOF, this instrument has been duly executed by the PRINCIPAL and SURETY above-named, on the _____ day of _____, 20__.

PRINCIPAL:

BY:_____

PRINT NAME: _____

PRINT TITLE: _____

AND

BY: _____

PRINT NAME: _____

PRINT TITLE:_____

SURETY:

BY:_____

PRINT NAME: _____

PRINT TITLE:_____

MAILING ADDRESS:

_____

_____

_____

(Notarization by Surety and copy of Power of Attorney required.)

APPROVED AS TO FORM:

BY: _____
City Attorney

RESOLUTION NO. 22-430

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

WHEREAS, a contract purchase agreement (3002631), to provide fabrication, delivery and installation of a new DSA classroom building at Rex Fortune Elementary School, by and between the City of Roseville and Class Leasing, LLC, has been reviewed by the City Council.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said contract purchase agreement is approved and that the City Manager is authorized to execute it on behalf of the City of Roseville, upon receipt and approval of bonds by the City Attorney's office.

BE IT FURTHER RESOLVED that the City Manager or his designee is authorized to approve change orders for the project, consistent with the contract terms, provided that the net cost of all change orders shall not exceed ten percent (10%) of the contract price.

PASSED AND ADOPTED by the Council of the City of Roseville this____day of _____, 2022, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

Contract Purchase Agreement 3002631

Supplier Details:

Company	Class Leasing LLC
Contact	Doug Erickson
Address	PO Box 996
	San Jacinto, CA 92581

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 3002631

Agreement	**3002631**
Agreement Date	**03-NOV-2022**
Revision	**0**
Agreement Amount	**394,212.98 USD**

Invoice To	**City of Roseville** **Accounts Payable** **311 Vernon St** **ROSEVILLE CA 95678**	Supplier	**Class Leasing LLC** PO Box 996 San Jacinto, CA 92581
Phone:	(916) 774-5488	**Phone:**	()
Fax:	(916) 784-3796	**Fax:**	()
Email:	accountspayable@roseville.ca.us	**Email:**	derickson@classleasing.net

Description of Labor, equipment and/or materials

PROVIDE THE COMPLETE FABRICATION, DELIVERY AND INSTALLATION OF ONE NEW DSA CLASSROOM BUILDING AT REX FORTUNE ELEMENTARY SCHOOL IN ACCORDANCE WITH THE ATTACHED CLASS LEASING LLC QUOTE DATED 11/10/22 UTILIZING THE CHAWANAKEE UNIFIED SCHOOL DISTRICT PIGGYBACK FOR DSA APPROVED PORTABLE BUILDINGS INCLUDING, PURCHASE, LEASE, RELOCATION, DISMANTLE AND REMOVAL, PROJECT #11-2018 AND THE ATTACHED NEGOTIATED CITY OF ROSEVILLE AND CLASS LEASING LLC NEGOTIATED TERMS AND CONDITIONS.

START DATE: EXECUTED AGREEMENT
END DATE: 6/30/23

PLEASE CONTACT ROB NAKAMURA AT 916-774-5135 FOR QUESTIONS REGARDING THIS AGREEMENT.

Customer #	Supplier #	Payment Terms	Freight Terms	FOB	Shipping Method
	13231	**Net 30**	**Freight on Board at the destination**	**Destination**	**Best Method**

Start Date	End Date	Confirm To
		Tiffany Valdez Phone **1-916-746-1109**

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

City of Roseville and Class Leasing LLC negotiated terms and conditions
Revised 11/2/22

1. To the fullest extent allowed by law, Contractor shall defend, indemnify, and save and hold harmless the City, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising, only out of the extent of the contractor's negligence, while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from City's sole or active negligence or willful misconduct. The parties intend that this provision shall be broadly construed. Contractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.
2. Contractor is an independent contractor, and shall not be considered an officer, agent or employee of the City.
3. Without the written consent of the City, this Agreement is not assignable by Contractor either in whole or in part.
4. Time is of the essence of this Agreement.
5. ~~At any time during the term of this Agreement, the City has the right to terminate this Agreement provided Contractor is given a thirty (30) day notice.~~
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 per Class Leasing Quote.
8. Unless notified to the contrary, in writing, the City assumes that the Contractor has accepted the work in accordance with the Contractor's plans and specifications and will govern this Agreement.
9. All prevailing wages and fair employment practices must be adhered to. For prevailing wage contracts over $25,000, copies of certified payroll must be submitted with invoices. Prevailing wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm. Prevailing Wages will be paid and Certified Payroll required for all work done at the site.

10a. 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.

10b. 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.

10c. Additional Insureds. Contractor shall also provide a separate endorsement or section of the policy showing City, its officers, agents, employees, and volunteers as additional insureds for each type of coverage (except Workers' Compensation) and for ongoing and completed operations. Such insurance shall specifically cover the contractual liability of Contractor. The additional insured coverage under the Contractor's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from City's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

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

10e. 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.

10f. 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.

10g. Self Insurance retentions are not declared and not subject to change. A policy will be submitted only in the event of a claim.

10i. 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 DSA requirement.

12. In the event that the terms of any attachment or exhibit conflict with any terms of this Service Agreement, The Class Leasing Open Piggyback Contract with the Chawanakee USD #11, and the terms of the Class Leasing quote, shall control. Class Leasing Quotation of 11/10/22 attached as "Exhibit A" shall be apart of this contract.

13. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.
14. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorneys' fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
15. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.
16. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.
17. 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.
18. 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.

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. 1001535

DIR Registration No. 1000012018

Check mark the applicable company type below:

_____ **Corporation**

XX **Limited Liability Company**

_____ **Partnership**

_____ **Sole Proprietor**

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

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

General - Required Coverage/Documentation

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

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

Construction:X
General Liability:
$2 Million/occurrence
$4 Million aggregate

Design Professional:____
General Liability:
$2 Million/occurrence
$4 Million aggregate
Professional Liability:
$2 Million/occurrence

Professional Consultant:____
Professional Liability:
$1 Million/occurrence

IT Services:____
Professional Liability:
$1 Million/occurrence
No auto required

Hazardous Materials:____
Pollution Liability:
$1 Million/occurrence

Special Events/Caterers-Vendors:____
No auto required
No workers' comp required

Professional Counseling/ Psychological:____
Professional Liability:
$1 Million/occurrence
No auto required

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

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

Insurance Submission Process

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

How It Works

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

Questions Regarding Insurance Submission: Contact EBIX at (951) 652-4239
Questions Regarding Insurance Requirements Contact Risk Management at (916) 774-5202

Supplier

Signature:_____

Print Name: Michael Bollero, Sr.

Title: President

Date: 11/11/22

Supplier

Signature:_____

Print Name:_____

Title:_____

Date**:** _____

City of Roseville, A Municipal Corporation

Signature:_____

Print Name: **Dominick Casey**

Title: **City Manager**

Date:_____

QUOTATION

November 10,2022

Douglas Erickson
California Sales Mgr.
derickson@classleasing.net
Ofc: 951.943.1908
Cell: 530-333-3134

P.O. Box 996, San Jacinto, CA 92581

District: City Of Roseville
Parks,Recreation and Libraries
316 Vernon Street, Ste 400
Roseville, CA 95678

Attn: Mr. Rob Nakamura
Email: rnakamura@roseville.ca.us
Phone: 916-774-5135

Site Location: Rex Fortune Elementary
4601 Upland Drive
Roseville, CA 95747

Site Contact: Mr. Rob Nakamura
Email: rnakamura@roseville.ca.us
Phone: 916-774-5135

	Description	Qty.	UOM	Unit Price	Total Charge
A)	48' x 40' Modular Adventure Club, per attached specification Sheet	1	SUM	$ 314,691.42	$ 314,691.42
B)	Ramps, Decks and Landings	1	SUM	$ 10,200.00	$ 10,200.00
C)	Sale Tax @ 7.75%	1	SUM	$ 25,179.09	$ 25,179.09
				Sub-Total - Sale:	**$ 350,070.51**

	Description	Qty.	UOM	Unit Price	Total Charge
D)	Delivery , buildings and ramps	5	EA	$ 5,902.00	$ 17,866.08
E)	Fuel Surcharge	1	EA	$ 480.00	$ 480.00
F)	Installation	1	SUM	$ 9,348.00	$ 9,348.00
G)	Crew Per Diem	1	SUM	$ 4,231.68	$ 4,231.68
H)	W/S Utlities within 5'	1	SUM	$ 4,350.01	$ 4,350.01
I)	Performance and Payment Bonds	1	SUM	$ 7,175.28	$ 7,866.70
				Sub-Total - Mobilization:	**$ 44,142.47**
				TOTAL CONTRACT:	**$ 394,212.98**

GENERAL NOTES

Color And Materials: All materials, unless otherwise stated on approved plans, are based on Class Leasing standard selections. Class Leasing will supply electronic color selections to choose from for the construction (if non-standard purchase). Selections will need to be made prior to procurement of materials and production or preparation of buildings.

Pricing: This proposal is good for 30-days.

Delivery: Factory offline dates are TBD. DSA buildings approval are required prior to scheduling online and offline dates.

Substitutes And Alternates: Class Leasing reserves the right to substitute for Class Leasing standards.

Special Notes: Based on Chawanakee Piggyback Contract 11-2018 renewed 4/13/22 - Prevailing Wage for on-site work

Special Notes:

INCLUSIONS

- 48' x 40' Standard new DSA Classroom building
- Exterior windows - (4) 8040 XOX, (2) 4040 XO
- One (1) Single phase 150 amp panel box, single phase power
- 5/8" Duratemp exterior siding with two colors (body and trim)
- Duplex Wall Receptacles (15)
- T-grid ceiling system with ceiling tile 2910
- Upgraded Vinyl Plank Flooring w/ 4" Rubber Cove Base
- Vinyl finish interior tackable walls
- Insta-hot water heaters (3)
- SC Legacy Walnut 3070 interior doors with passage hardware, one (1) each, w/ 2' x 2' view panel
- Single sloped roof
- 40 linear feet of partition wall
- EPDM roofing
- 5'-0" front overhang and 2'-6" rear overhang (overhangs are enclosed)
- Gutters and downspouts

- Exterior duplex GFCI receptacles w/weatherproof covers, two (2) each
- WIC Grade cabinets, per drawing
- LED lights; 2' X 4' LED troffer
- Three (3) Classroom sinks with bubblers
- 20 amp duplex wall receptacles,fifteeen (15) each
- Porch lights, LED, surface mounted at exterior door locations
- Empty J-boxes with covers, 3/4" conduit to attic, per Class Leasing Sheets
- Data boxes, stubbed to above ceiling w/single 3/4" conduitseven(7) each
- Occupancy sensors (2) each
- 4 ton HVAC HP (2)
- Fire extinguisher, bracket mounted (2)
- Modular width is 11'-11", per floor for an overall width of a nominal 12'-0"
- 2019 CBC/Energy Code
- Interior duplex GFCI receptacles , three (3) each
- Sprinkler System with exterior Riser, valves.
- Standard Installation on wood foundation with building and ramp skirting.
- One (1) 15' x 6'-6" Deck with 4' x 18' steel ramp with 5' x 7' landing and handrails.
- Ramp Toe -to - Grade to be assessed at time of installation.
- Pressure treated wood foundation.

THIS PROPOSAL DOES NOT INCLUDE ANY OF THE FOLLOWING

1. Engineering beyond Class Leasing DSA (Division of State Architect) Modular Engineering
2. Installation is at prevailing wages; PSA and PLA is excluded
3. If site is "High Seismic" the upgrade from a "Low Seismic" building to "High Seismic" is at an additional charge at time of change
4. DSA 1-MR is billed at $2,200.00 upon request and include two reviews
5. Rebar Shop review is billed at $800.00 upon request and includes four (4) hours are included
6. Concrete mix review is billed at $800.00 upon request four (4) hours are included
7. Packages for State Modular Certification; unless stated otherwise herein.
8. Services, manifolds, conduits, panels, meters, disconnects, connections, etc. to site electrical or gas services; unless stated otherwise herein.
9. Any voice, security, notification, fire alarm or fire suppressions systems; unless stated
10. FFE, signage, HVAC testing and balancing, condensation drains, etc.; unless stated otherwise herein.
11. Seismic separation (6" common wall foundation), option is available at an additional charge.□
12. DSA site project approvals
13. Building permit submittal, and final site & building approval
14.
15. Concrete foundation, unless otherwise listed above as included
16. City permits, escorts, pilot cars
17. Transition of ramp toe to grade; ramps are fixed at 11' feet in length, transition to grade by District
18. Soundboard interior walls, unless otherwise noted herein
19. On site inspections
20. Connection of site utilities, FA & low voltage systems, except as noted
21. Extraordinary cost related to rad closure or specialty moving permits, access, and transportation
22. Class Leasing is not responsible for STC ratings, unless specifically stated.
23. Class Leasing is not responsible for delays with the coastal commission, air pollution, FAA permits and restrictions
24. Pricing for proposal common wall foundation is based upon a required level site, assuming tolerances, as acceptable to Class Leasing.
25. Additional ramp and/or handrail extension beyond what is quoted above. Option is available at an additional charge.
26. Security screens or security doors
27. Handling of, mitigation, or remediation of any hazardous materials
28. Modular hydraulic elevator is excluded, however, may be required by DSA, please see optional pricing to under special notes
29.
30. Anything not specifically included is excluded

REFERENCE DOCUMENTS

Building Drawing No.	**by Class Leasing**
Building Specifications/PC Dated:	New PC
RFP Documents:	

Class Leasing Standard Sale Agreement & Proposal

ACCEPTANCE & ACKNOWLEDGEMENTS

This proposal is subject to Class Leasing, LLC, herein known as "Class Leasing" credit approval of Customer. Equipment is subject to availability. By signing below, customer accepts the terms of this proposal including prices, specifications and referenced documentation, and instructs Class Leasing to make appropriate arrangements for the preparation and manufacturer of the Equipment identified herein and agrees that such signature constitutes customer's acceptance of and agreement to the Class Leasing Sales Agreement. Such sale, and the customer's agreement thereto, is subject to Class Leasing's standard terms and conditions that are incorporated by reference herein. Customer may request a copy of the terms and conditions from Class Leasing. No alterations, additions, exceptions, or changes to any Proposal or Agreement made by Customer shall be effective against Class Leasing, whether made hereon, contained in any printed form of Sale or elsewhere, unless accepted in writing by Class Leasing. Any customer purchase order or other customer-provided document purporting to replace, supersede or supplement the terms and conditions of the Class Leasing Sale Agreement shall carry no force or effect except as an instrument of billing.

CLASS LEASING, LLC

Signature: D. C. Erickson

Name: Douglas C. Erickson

Title: California Sales Manager

Date: November 2, 2022

CUSTOMER

Signature: _____

Name: _____

Title: _____

Date: _____

Bond No. _____
Premium $_____

PUBLIC WORKS
FAITHFUL PERFORMANCE BOND

(Project: _____)

WHEREAS, the City of Roseville ("CITY") has awarded a bid and contract to _____ as contractor ("PRINCIPAL") for the public work described as _____ _____ (the "WORK"). The contract ("AGREEMENT"), for the public work described above, and all of its terms and conditions are incorporated by reference and made a part hereof; and

WHEREAS, the PRINCIPAL is required to furnish a bond in connection with the AGREEMENT guaranteeing its faithful performance; and

NOW, THEREFORE, we the undersigned PRINCIPAL and _____ _____, a _____, admitted and duly authorized to transact business under the laws of the State of California, as SURETY ("SURETY"), are held and firmly bound unto the CITY or its successors and assigns in the sum of _____ dollars ($_____) (which amount is not less than 100% of the AGREEMENT price) to be paid to the CITY or its successors and assigns; and for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns jointly and severally, firmly by these presents.

The condition of this obligation is such that if the PRINCIPAL, or its heirs, executors, administrators, successors or assigns, shall abide by, and in all respects promptly and faithfully perform the covenants, conditions and provisions in said AGREEMENT and any alteration thereof made as therein provided, notice of which alterations to Surety being hereby waived, on its part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless CITY, its officers, agents, employees, volunteers as therein stipulated, then this obligation shall be null and void; otherwise, this obligation shall be and remain in full force and effect.

As condition precedent to the satisfactory completion of the contract, the obligation of the PRINCIPAL and SURETY under this Bond shall remain in effect for a period of one (1) year after the completion and acceptance of the WORK. During that time, if the PRINCIPAL, its heirs, executors, administrators, successors or assigns fails to make full, complete and satisfactory repair and replacement or totally protect the CITY from any loss or damage made evident during that year which results from or is caused by either defective materials or faulty workmanship in the prosecution of the WORK, then the obligation shall remain in full force and effect. However, anything in

this paragraph to the contrary notwithstanding, the obligation of the SURETY shall continue so long as any obligation of the PRINCIPAL remains.

No prepayment or delay in payments, and no change, extension, addition or alteration of any provision of the AGREEMENT or in the specifications agreed to between the PRINCIPAL and the CITY, or any forbearance on the part of the CITY shall operate to relieve the SURETY. The SURETY hereby waives the provisions of Section 2819 of the California Civil Code. The SURETY waives all rights of subrogation against the CITY or any person employed by the CITY. If the contract price increases by the issuance of change orders, the amount specified in this bond shall increase by the same amount.

Whenever PRINCIPAL shall be and declared by CITY to be in default under the AGREEMENT, SURETY shall promptly remedy the default, or shall promptly do one of the follow at CITY's election:

1. Undertake through its agents or independent contractors, reasonably acceptable to CITY, to complete the AGREEMENT in accordance with its terms and conditions and to pay and perform all obligations of PRINCIPAL under the AGREEMENT, including without limitation, all obligations with respect to warranties, guarantees, and the payment of liquidated damages.

2. Reimburse CITY for all costs CITY incurs in completing the AGREEMENT, and in correcting, repairing or replacing defects in materials or workmanship and/or materials and workmanship which do not conform to the specifications in the AGREEMENT.

SURETY's obligations hereunder are independent of the obligations of any other surety for the performance of the AGREEMENT, and suit may be brought against SURETY and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing CITY's rights against the others.

No right of action shall accrue on this bond to or for the use of any person or corporation other than CITY or its successors or assigns.

As part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by CITY in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

[SIGNATURES NEXT PAGE]

IN WITNESS WHEREOF, this instrument has been duly executed by the PRINCIPAL and SURETY above-named, on the ____ day of _____, 20___.

PRINCIPAL:

BY:_____

PRINT NAME: _____

PRINT TITLE: _____

AND

BY: _____

PRINT NAME: _____

PRINT TITLE:_____

SURETY:

BY:_____

PRINT NAME: _____

PRINT TITLE:_____

MAILING ADDRESS:

_____

_____

_____

(Notarization by Surety and copy of Power of Attorney required.)

APPROVED AS TO FORM:

BY: _____
City Attorney

Bond No. _____
Premium $_____

PUBLIC WORKS
LABOR AND MATERIALS PAYMENT BOND
(Project: _____)

WHEREAS, the City of Roseville ("CITY"), has awarded a bid and contract to _____ as contractor ("PRINCIPAL"), for the public work described as _____ _____ (the "WORK"). The contract ("AGREEMENT"), for the public work described above, and all of its terms and conditions are incorporated by reference and made a part hereof; and

WHEREAS, the PRINCIPAL is required to furnish a bond in connection with the AGREEMENT guaranteeing payment of persons who provide labor and material; and

NOW, THEREFORE, we the undersigned PRINCIPAL and _____ _____, a _____, admitted and duly authorized to transact business under the laws of the State of California, as SURETY ("SURETY"), are held and firmly bound unto the CITY or its successors and assigns in the sum of _____ dollars ($_____) (which amount is not less than 100% of the AGREEMENT price) to be paid to the CITY or its successors and assigns; and for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns jointly and severally, firmly by these presents.

The condition of the obligation is such that if the PRINCIPAL, its subcontractors, heirs, executors, administrators, successors or assigns fails to pay any of the persons named in Section 8004 or 9100 of the Civil Code of the State of California, or the amounts due under the Unemployment Insurance Code of the State of California, or any amounts required to be deducted, withheld and paid over to the Employment Development Department from the wages of employees of the PRINCIPAL and its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to work or labor performed by any such claimant, that the SURETY will pay for the same, in an amount not exceeding the sum specified in this bond, and also, in case suit is brought upon the bond, shall pay reasonable attorneys' fees, to be fixed by the Court.

This bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file a Stop Payment Notice pursuant to the provisions of Section 9350 et seq. of the Civil Code of the State of California, so as to give a right of action to them or their assigns in any suit brought upon this bond.

No prepayment or delay in payments, and no change, extension, addition or alteration of any provision of the AGREEMENT or in the specifications agreed to between the PRINCIPAL and the CITY, or any forbearance on the part of the CITY shall operate to relieve the SURETY. The SURETY hereby waives the provisions of Section 2819 of the California Civil Code. The SURETY waives all rights of subrogation against the CITY or any person employed by the CITY. If the contract price increases by the issuance of change orders, the amount specified in this bond shall increase by the same amount.

As part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by CITY in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

IN WITNESS WHEREOF, this instrument has been duly executed by the PRINCIPAL and SURETY above-named, on the _____ day of _____, 20__.

PRINCIPAL:

BY:_____

PRINT NAME: _____

PRINT TITLE: _____

AND

BY: _____

PRINT NAME: _____

PRINT TITLE:_____

SURETY:

BY:_____

PRINT NAME: _____

PRINT TITLE:_____

MAILING ADDRESS:

_____

_____

_____

(Notarization by Surety and copy of Power of Attorney required.)

APPROVED AS TO FORM:

BY: _____
City Attorney

COUNCIL COMMUNICATION

CC #: 2415
File #: 0203-09

Title:	Martha Riley Library Boiler Replacement Project - Change Order Authority
Contact:	Rebecca McCoy 916-774-5706 ramccoy@roseville.ca.us

Meeting Date: 12/7/2022
Item #: 6.4.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution that authorizes change order authority for an amount not to exceed 15% of the contract amount for the Martha Riley Library Boiler Replacement Project, and authorize the Public Works Director to approve change order requests as needed.

BACKGROUND

On August 8, 2021, Council awarded the Martha Riley Library Boiler Replacement to Mesa Energy Systems, Inc., dba EMCOR Services Mesa Energy, for $145,692 as well as a 10% ($14,569.20) construction contingency bringing the total contract amount to $160,261.20. Due to increased material costs throughout the project, staff is requesting authorization to approve change orders for an amount not to exceed 15% of the contract amount ($21,853.80) and authorization for the Public Works Director to approve change order requests as needed. The updated maximum contract amount will be $167,545.80.

FISCAL IMPACT

Funding for change orders is available in the existing CIP budget. This request has no additional fiscal impact to the General Fund.

ENVIRONMENTAL REVIEW

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

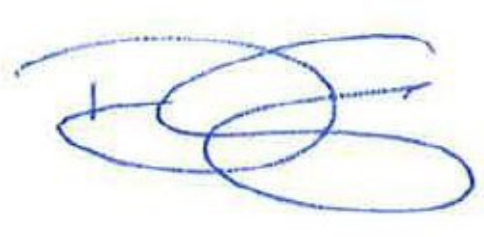
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Rebecca McCoy, Project Manager

Jason Shykowski, Public Works Director



_____

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 22-426

RESOLUTION NO. 22-426

APPROVING AN INCREASE IN CHANGE ORDER AUTHORITY

WHEREAS, on August 8, 2021 awarded Martha Riley Library Boiler Replacement to Mesa Energy Systems, Inc. dba EMCOR Services Mesa Energy, as well as a 10% construction contingency; and

WHEREAS, due to increased materials costs through the project, staff is requesting an increase in change order authority.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that the Public Works Director 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 fifteen percent (15%) of the original contract price.

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 #: 2422
File #: 0203-01

Title: Fleet Equipment and Truck Purchases – Purchase Orders
Contact: Brandy LeBeau 916-774-5531 blebeau@roseville.ca.us

Meeting Date: 12/7/2022
Item #: 6.5.

RECOMMENDATION TO COUNCIL

Sourcewell
Staff recommends City Council approve a purchase order to Nixon-Egli Equipment Company of Southern California, Inc. dba Nixon-Egli for one (1) Wirtgen W120FTi cold milling machine utilizing Sourcewell contract# 060122-WAI as a replacement for Fleet ID 08-707 approved in the FY2022-23 Fleet Replacement budget. The total cost, including options and sales tax, is $608,420.

Sourcewell
Staff recommends City Council approve a purchase order to GAPVAX, Inc. for one (1) Peterbilt with a GapVax HV44 hydro excavator body utilizing Sourcewell contract# 101221-GPV as a fleet addition approved in the FY2022-23 Fleet Replacement budget. The total cost, including options and sales tax, is $640,071.

BACKGROUND

Sourcewell
The Public Works Street Maintenance division is purchasing one (1) Wirtgen W120FTi cold milling machine to replace Fleet ID 08-707. The Wirtgen asphalt grinder is used to remove failing asphalt on both residential and arterial streets. This asphalt grinder is an essential component of the street repair work in our pavement preservation program and for resurfacing projects throughout the City.

Sourcewell
The Environmental Utility Wastewater Collections division is purchasing one (1) Peterbilt truck with a GapVax HV44 hydro excavator body as a fleet addition. This truck is used for pothole and excavation work around critical infrastructure such as communication lines, high voltage electrical and pressure gas mains, and services. Hydro excavating reduce employee injury exposure and allows for a safer work environment. Hydro excavating creates labor efficiencies and reduces inconveniences to residents and businesses.

Vehicle replacements are based on the Fleet Scoring System, which considers factors such as

age, mileage, reliability, prior maintenance and repair costs, and current condition. Below are the vehicle replacement scores. A score of 23 or more indicates the vehicle is eligible for replacement.

Vehicle ID	Replacement Score	Vehicle Condition
08-707	30	Meets City replacement criteria

FISCAL IMPACT

Sourcewell
The total cost for one (1) Wirtgen W120FTi cold milling machine, including options and sales tax, is $608,420. Funding is included in the FY2022-23 Fleet Replacement budget.

Sourcewell
The total cost for one (1) Peterbilt with a GapVax HV44 hydro excavator body, including options and sales tax, is $640,071. Funding is included in the FY2022-23 Fleet Replacement budget.

ENVIRONMENTAL REVIEW

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

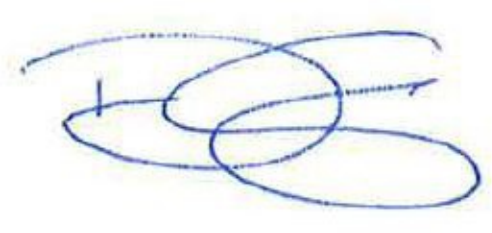
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

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,

Brandy LeBeau, Acting Fleet Manager

Jason Shykowski, Public Works Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

COUNCIL COMMUNICATION

CC #: 2424
File #: 0203-02

Title:	Fleet Services Management Information System Replacement - Contract Purchase Agreement
Contact:	Brandy LeBeau 916-774-5531 blebeau@roseville.ca.us

Meeting Date: 12/7/2022
Item #: 6.6.

RECOMMENDATION TO COUNCIL

Staff recommends City Council adopt a resolution to approve a contract purchase agreement for the Fleet Management Information System Replacement Project with TT FASTER LLC dba FASTER Asset Solutions and authorize the City Manager to execute it on bahalf of the City of Roseville. Additionally, staff recommends authority for a 10% contingency.

BACKGROUND

The City has approximately 1,000 vehicles and equipment which receive routine maintenance and repair. Fleet Services processes approximately 700 work orders and an average of 800 fuel transactions monthly. The legacy system currently in place to manage this work has been used since 2004. After eighteen years of operating the current legacy software system, the program requires many updates and additional features not available within the current system. This system tracks vehicle assets, fuel costs, and the work orders and maintenance associated with those assets. The system also manages and tracks parts costs. The system lacks much-advanced processing, reporting, data analysis, interface capabilities, and granular security features readily available in new software packages. As a result, the City has made numerous costly customizations over the life of the solution. These limitations have led to increased costs, inefficient staff time, complicated business workflows, and limiting constraints for the City to manage its fleet effectively.

Fleet Services has examined the existing fleet operations and identified the following fundamental considerations driving the replacement of the current fleet management system: an effort to go paperless, reduce redundant entry, adopt new fleet technology, configure data to interact with the City's financial ERP system and chart of accounts, and increase staff efficiency and data availability. A new, modern management system will address these issues.

On March 1, 2022, the City issued Request for Proposal (RFP) #15-99 for a Fleet Management Information System Replacement based upon business-specific requirements completed by the Fleet Services team.

The City received three (3) responses to the Fleet Management Information System RFP by the April 20, 2022 deadline. A committee of staff members from Fleet Services, Information Technology, and Finance conducted a comprehensive evaluation process, including proposal reviews, and vendor demonstrations. As a result, staff selected TT FASTER LLC dba FASTER Asset Solutions, as the most comprehensive, user-responsive, and effective solution for the City's current and future fleet management needs.

FASTER Asset Solutions FA Web replacement system has met all requirements. It will provide staff with the capability to track vehicle repairs, schedule and manage preventative maintenance, monitor vehicle parts inventory, monitor and control fuel dispensing, aid in vehicle specification build-out, provide asset management, and formulate vehicle rental and replacement rates. The Fleet Management Information System aligns with the City Council's goal of delivering exceptional City services. This new system will allow the Fleet Services division to continue offering streamlined and efficient services to our City customers in a rapidly changing environment.

FISCAL IMPACT

There is no General Fund impact associated with this request. Project #500161 was approved in the FY2019-20 budget, and sufficient resources are available to cover the contract and requested contingency. The funding for this project is accounted for in the Fleet Services Fund (4001) and Fleet Replacement Fund (4005). The contract shall not exceed $239,641, including the 10% contingency.

ENVIRONMENTAL REVIEW

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

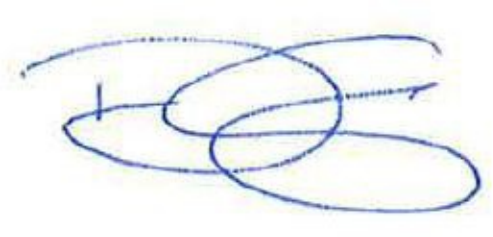
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal E - Deliver exceptional city services

Respectfully Submitted,

Brandy LeBeau, Management Analyst

Jason Shykowski, Public Works Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 22-437

Contract Purchase Agreement 3002584

RESOLUTION NO. 22-437

APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND TT FASTER LLC DBA FASTER ASSET SOLUTIONS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a contract purchase agreement (3002584) for Fleet Management Information System Replacement, by and between the City of Roseville and TT FASTER LLC dba FASTER Asset Solutions, has been reviewed by the City Council.

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

BE IT FURTHER RESOLVED that the City Manager or his designee is authorized to approve change orders for the project, consistent with the contract terms, provided that the net cost of all change orders shall not exceed ten percent (10%) of the contract price.

PASSED AND ADOPTED by the Council of the City of Roseville this____day of _____, 2022, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

DocuSign Envelope ID: C77DC1E5-1B0E-4024-B747-9B30898BCCD3

Contract Purchase Agreement 3002584

Supplier Details:

Company	TT FASTER LLC dba FASTER Asset Solutions
Contact	Steve Specht
Address	760 Lynnhaven Pkwy Ste 203
	Virginia Beach, VA 23452

Submit your response to:

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

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

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

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

Sole proprietorship - **By owner**

Partnership - **Any general partner**

Corporation - **Two options:**
(1) A signature from the President and the corporate seal; **OR**
(2) One signature from the Chairman of the Board, President, or any Vice President **AND** one signature from the Secretary, any Assistant Secretary, Chief Financial Officer, or any Treasurer or Assistant Treasurer of the corporation

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

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

DocuSign Envelope ID: C77DC1E5-1B0E-4024-B747-9B30898BCCD3

CITY OF ROSEVILLE CALIFORNIA

Contract Purchase Agreement 3002584

Agreement	**3002584**
Agreement Date	**20-OCT-2022**
Revision	**0**
Agreement Amount	**217,855.00 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
TT FASTER LLC dba FASTER Asset Solutions
760 Lynnhaven Pkwy Ste 203

Virginia Beach, VA 23452

Phone: ()
Fax: ()
Email:

Description of Labor, equipment and/or materials

The vendor shall provide the services called for under the City of Roseville Request for Proposal (RFP)15-99 for Fleet Management Information System Replacement and Contractor's Proposal sections titled "Functional Requirements" and "Training Plan" dated 4/20/22 (hereinafter "Proposal"). The terms and scope of work of City of Roseville RFP 15-99 and Contractor's Proposal are herein made part of this agreement and fully incorporated by reference. The attached "General Agreement", Schedule B: Software Upgrades & Support Agreement", "Schedule C: Software License Agreement", Schedule D: Hosting & Hosting Service Level Agreement (SLA), "Statement of Work" dated 8/25/22, quote 992v10 dated 9/19/22, "Project Plan", and "Payment Schedule by Milestones" shall also be incorporated by reference onto this agreement.

Start Date: Upon Executed Agreement
End Date: Upon Final Payment

Contact Brandy LeBeau in Fleet at (916)774-5531 OR BLeBeau@roseville.ca.us for questions regarding this agreement.

Customer #	Supplier #	Payment Terms	Freight Terms	FOB	Shipping Method
	15384	**Net 30**	**Freight on Board at the destination**	**Destination**	**Best Method**

Start Date	End Date	Confirm To
		"Becky" Rebecca Philipp Phone **1-916-746-1110**

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

DocuSign Envelope ID: C77DC1E5-1B0E-4024-B747-9B30898BCCD3

Contract Terms and Conditions

1. To the fullest extent allowed by law, Consultant agrees to indemnify, including the cost to defend City, and its officers, agents, employees and volunteers from any and all claims, demands, costs or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant and its agents in the performance of services under this contract, but this indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, arising from the negligence, willful misconduct or defects in design by City or the agents, servants, or independent contractors who are directly responsible to City, or arising from the active negligence of City. Consultant's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

2. Consultant is an independent contractor, and shall not be considered an officer, agent or employee of the City.

3. Without the written consent of the City, this Agreement is not assignable by Consultant either in whole or in part.

4. Time is of the essence of this Agreement.

5. At any time during the term of this Agreement, the City has the right to terminate this Agreement, provided Consultant is given thirty (30) days written notice. City's termination shall be without further liability to City; however, Consultant shall be entitled to all costs reasonably incurred prior to the date of termination. Consultant acknowledges that City may terminate this Agreement should funds not be appropriated by its governing body to continue services under this Agreement.

6. This Agreement may only be amended or modified in writing. It is integrated and contains the complete understanding of the parties.

7. All equipment, supplies and services sold to the City of Roseville shall conform to the general safety orders of the State of California.

8. Unless notified to the contrary, in writing, the City assumes that the Consultant has accepted the work in accordance with the plans and specifications (if any) and agrees to do the work in compliance with this Agreement.

9. All prevailing wages and fair employment practices must be adhered to. Prevailing wage rates may be obtained from the State Department of Industrial Relations and/or the following website address:
   http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm
10. Consultant agrees to the below insurance requirements:

    a. Unless otherwise specified, the Consultant shall maintain the policies of insurance outlined in Attachment A, incorporated herein by this reference, in full force and effect during the term of this Agreement.

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

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

(1) the minimum coverage and limits specified in this Agreement; or

(2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater

d. Cancellation/Modification. Consultant shall provide thirty (30) days written notice to City prior to cancellation or modification of any insurance required by this Agreement.

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

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

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

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

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

11. Consultant shall comply with all federal, state, local laws, ordinances and policies as may be

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applicable to the performance of services under this Agreement. Failure to comply with local ordinances may result in monetary fines and cancellation of this Agreement.

12. In the event that the terms of any attachment or exhibit conflict with any terms of this Agreement, the terms of this Agreement shall control.

13. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ". pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

14. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorneys' fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

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

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

17. For purposes of this Agreement, the terms "Contractor," "Consultant," and "Supplier" are used interchangeably.

18. Consultant agrees that any and all information furnished by City shall be deemed proprietary and confidential. All such information, to the extent previously, presently or subsequently disclosed to Consultant and/or processed and derived by Consultant services is the property of City and such property shall be deemed and treated as "Confidential Information" of City. Consultant acknowledges that such Confidential Information may contain information provided and/or generated by third-parties. Consultant agrees that such Confidential Information shall not be disclosed to any third party without written permission from City, except as required by law. Consultant shall not use the Confidential Information except to perform Consultant's services as directed by City.

19. All facilities, devices, networks and services used to store, deliver, process, backup or purge Confidential Information will employ administrative, physical, technical, and procedural safeguards and best practices at a level sufficient to secure Confidential Information from unauthorized access, destruction, use, modification, or disclosure. Such measures will be no less protective than those used to secure Consultant's own information of a similar type, and in no event less than reasonable in view of the type and nature of the information involved. It is the City's expectation that Consultant, at its own expense, shall perform annual audits for any data centers that house Confidential Information, using an independent third-party audit that meets industry standards applicable to the services under this Agreement, and provide the audit report or certification upon request to City.

20. Consultant will retain Confidential Information until deleted by City or City-authorized third party, or for a time period mutually agreed upon by the parties to this Agreement.

21. Upon termination or expiration of this Agreement, Consultant will ensure that all Confidential Information is securely transferred to City within thirty (30) calendar days. Consultant will ensure that any transfer of Confidential Information is accomplished by methods that are

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compatible with the relevant City systems, and that City will have access to all Confidential Information during any such transfer. Consultant shall securely dispose of all Confidential Information when requested by City and Consultant will provide written notification to City once all Confidential Information has been securely disposed of.

22. Consultant shall report to City any data compromise or unauthorized access to Confidential Information within twenty-four (24) hours after Consultant discovers such data compromise or unauthorized access. Consultant will take commercially reasonable measures to address any such data compromise or unauthorized access in a timely manner. Except as otherwise required by law, Consultant will not provide notice to end users or other entities of any such data compromise or unauthorized access without written permission from City. Consultant will promptly reimburse City in full for all fees and costs incurred by City in any investigation, remediation or litigation resulting from any such data compromise or unauthorized access, including identity protection and restoration services for each person, who in the City's sole discretion, could be impacted by identity theft.

23. Consultant may not advertise that City is a client, list City as a reference or otherwise use City's name, logos, trademarks, or service marks without prior written permission from City.

24. Consultant acknowledges that services rendered under this agreement (including but not limited to service levels and operational levels) shall be performed in accordance with industry standards.

25. If the project referenced on this agreement is a Public Works project, then the following shall apply: No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of this agreement, Contractor and its subcontractors shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations. Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

26. If the project referenced on this agreement is a Public Works project, then the following shall apply: Contractor must submit all claims as defined in and in accordance with the claim resolution process set forth in Section 9204 of the Public Contract Code. Each such claim must be sent to the City by registered mail or certified mail with return receipt requested and must contain reasonable documentation to support the claim. All claims must be received prior to acceptance of the work.

27. Consultant certifies that Consultant, its employees, directors, officers, agents, subcontractors, vendors, and volunteers are not presently debarred, excluded, suspended, declared ineligible, voluntarily excluded, or proposed for debarment, exclusion, suspension or ineligibility by any federal, state, or local department or agency.

28. This Agreement may be amended via change order, but only if such change order is made in writing, approved by the City, and signed by both parties.

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

    CONSULTANT and CITY agree that: (a) CONSULTANT is free from the control and direction of CITY in connection with the performance of the work; (b) CONSULTANT is providing services directly to CITY; (c) CONSULTANT has and will maintain at all relevant times a business license; (d) CONSULTANT maintains a business location that is separate from CITY; (e) CONSULTANT is customarily engaged in an independently established business of the same nature as that involved in the work performed hereunder; (f) CONSULTANT actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from CITY; (g) CONSULTANT

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advertises and holds itself out to the public as available to provide the same or similar services; (h) CONSULTANT provides its own tools, vehicles, and equipment to perform the services; (i) CONSULTANT has negotiated its own rates; (j) CONSULTANT set its own hours and location of work in accomplishing CITY's on-call needs; and (k) CONSULTANT has the right to control the manner and means of accomplishing the result desired and exercises its own expert independent judgement.

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

Roseville Business License No. 000000

Contractor License No. N/A

DIR Registration No. N/A

Check mark the applicable company type below:

_____ Corporation

__X__ Limited Liability Company

_____ Partnership

_____ Sole Proprietor

City reserves the right to withhold any payments to Consultant in the event of noncompliance with insurance requirements or if required by law.
Information Technology T&C Negotiated for TT FASTER LLC dba FASTER Asset Solutions
REV 10/20/22 MC

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

Special Events/Caterers-Vendors:____
No auto required
No workers' comp required

Professional Counseling/ Psychological:____
Professional Liability:
$1 Million/occurrence
No auto required

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

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COR Signature-City Manager

Supplier

Signature: DocuSigned by: Bill Nix C07E5FFE55F9440...

Print Name: Bill Nix

Title: CFO Greater Sum Ventures, managing member/partner of TT Faster, LLC

Date: 10/21/2022

Supplier

Signature:_____

Print Name:_____

Title:_____

Date**:** _____

City of Roseville, A Municipal Corporation

Signature:_____

Print Name: **Dominick Casey**

Title: **City Manager**

Date:_____

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Attachment D: Functional Requirements / City of Roseville

Column E: Available Responses	
Y	Requirement Met and Proposed (Standard features in the generally available product)
Y-ND	Requirement Met and Proposed (Features that are not offered as a generally available product or require custom development)
N	Requirement Not Met with Proposal
I	Need More Information/Discussion
IF Y-ND Selected Column J:	
F	Feature Schedule for Future Release in Generally Available Software
E	Feature Developed as Enhancement for this Project
Column F: Available Responses	
S	Requirement and Feature Supported by Software Developer
TPS	Requirement and Feature Supported by Third Party
NS	Requirement and Feature Not Supported
NOTE: All exceptions and assumptions should be listed in Comments Field	

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Req #	Function	Process	Requirement	Implementation Response	Support Response	Module / System	Phase for Go Live	Comment	Additional Cost for Y-ND	Additional Information for Y-ND
1	ASSET	Asset Acquisition	Allows effective date posting for asset acquisition.	Y	S	Asset Module		Life Cycle, Billing tab	$ -	
2	ASSET	Asset Acquisition	System is able to copy an asset record to create a similar asset record.	Y	S	Asset Module		Asset Template Feature	$ -	
3	ASSET	Asset Acquisition	System is able to upload multiple assets from Excel file (or other flat file).	Y-ND	S	Integrations		Import at a cost	$ 15,000.00	E
4	ASSET	Asset Acquisition	System is able to identify/record all capitalized costs associated with the added specifications or purchase/acquisition of an asset.	Y	S	Maintenance Module			$ -	
5	ASSET	Asset Acquisition	System allows users to identify/classify costs as capitalized costs / non capitalized costs.	Y					$ -	
6	ASSET	Asset Disposal	Upon disposal, system calculates partial period depreciation and generate appropriate profit/loss calculation.	Y	S	Asset Module		Calculations can be generated after exporting data to Excel.	$ -	
7	ASSET	Asset Disposal	System stores information on disposed assets.	Y	S	Asset Module			$ -	
8	ASSET	Asset Disposal	System provides workflow approval/notification for disposed assets.	Y	S	Maintenance Module			$ -	

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9	ASSET	Asset Disposal	Automatically generate general ledger distribution entries needed to record receipts.	N	NS				$ -	
10	ASSET	Asset Management	System produces asset list by department for physical inventory.	Y	S	Reports Module		Asset Master List Report	$ -	
11	ASSET	Asset Management	System produces asset list by location for physical inventory.	Y-ND	S	Reports Module		Report at a cost	$ 2,500.00	E
12	ASSET	Asset Management	System produces asset list by type code for physical inventory.	Y	S	Reports Module/Asset Module			$ -	
13	ASSET	Asset Management	Maintain all pertinent data on each piece of equipment including but not limited to the following fields with the ability to query:						$ -	
14	ASSET	Asset Management	Equipment number	Y	S	Asset Module		Master tab	$ -	
15	ASSET	Asset Management	Year	Y	S	Asset Module		Master tab	$ -	
16	ASSET	Asset Management	Make	Y	S	Asset Module		Master tab	$ -	
17	ASSET	Asset Management	Model	Y	S	Asset Module		Master tab	$ -	
18	ASSET	Asset Management	VIN/Serial Number	Y	S	Asset Module		Master tab	$ -	
19	ASSET	Asset Management	License	Y	S	Asset Module		Master tab	$ -	
20	ASSET	Asset Management	Class/Type Code	Y	S	Asset Module		Master tab	$	

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21	ASSET	Asset Management	Department	Y	S	Asset Module		Master tab	$ -	
22	ASSET	Asset Management	Billing Code - billing code to define how costs captured for this piece of equipment are to be billed. Multiple user defined billing schemes must be supported.	Y	S	Asset Module		Life Cycle, Billing tab	$ -	
23	ASSET	Asset Management	Color	Y	S	Asset Module		Master tab	$ -	
24	ASSET	Asset Management	Equipment priority code	Y	S	Asset Module		Master tab	$ -	
25	ASSET	Asset Management	Operator	Y	S	Asset Module		Contacts tab	$ -	
26	ASSET	Asset Management	Status	Y	S	Asset Module		Master tab	$ -	
27	ASSET	Asset Management	GVW	Y	S	Asset Module		Master tab	$ -	
28	ASSET	Asset Management	GCWR	Y	S	Asset Module		Master tab		
29	ASSET	Asset Management	Engine/Transmission models and SN	Y	S	Asset Module		Master tab	$ -	
30	ASSET	Asset Management	Tire size	Y	S	Asset Module		Master tab	$ -	
31	ASSET	Asset Management	Unique components/features	Y	S	Asset Module		Master tab	$ -	
32	ASSET	Asset Management	Site	Y	S	Asset Module		Master tab	$ -	
33	ASSET	Asset Management	Odometer	Y	S	Asset Module		Master tab	$ -	
34	ASSET	Asset Management	In-Service date	Y	S	Asset Module		Life Cycle, Billing tab	$ -	

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35	ASSET	Asset Management	Fees/Codes	Y	S	Asset Module		Master tab	$ -	
36	ASSET	Asset Management	Purchase order information	Y	S	Asset Module		Life Cycle, Billing tab	$ -	
37	ASSET	Asset Management	Warranty information	Y	S	Asset Module		Meters, Warranties tab	$ -	
38	ASSET	Asset Management	Notes	Y	S	Asset Module		Notes tab	$ -	
39	ASSET	Asset Management	Attachments	Y	S	Asset Module		Attachments tab	$ -	
40	ASSET	Asset Management	Provide the ability to define availability of each Individual asset by hours, days and holidays.	Y	S	Asset Module		Master tab	$ -	
41	ASSET	Asset Management	Provide unlimited user-defined asset/equipment usage codes.	Y	S	Asset Module		Master tab	$ -	
42	ASSET	Asset Management	Provide the ability to assign an employee/department to an asset.	Y	S	Asset Module		Contacts tab	$ -	
43	ASSET	Asset Management	Provide the ability to attach components expandable to multiple levels to an asset while maintaining a full asset record, warranties and PM schedules for each asset.	Y	S	Asset Module		Parent, Child tab	$ -	
44	ASSET	Asset Management	Provide unlimited notes capability for an asset record.	Y	S	Asset Module		Notes tab	$ -	
45	ASSET	Asset Management	Have the ability to change an asset number and	Y	S	Asset Module		Reassign Assets tab	$ -	

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			maintain all relevant data with the record.							
46	ASSET	Asset Management	Track multiple fuel types (drop down option for diesel, unleaded, CNG, electric, propane, and hydrogen).	Y	S	Asset Module		Master tab	$ -	
47	ASSET	Asset Management	Provide the following fields for the capture of acquisition and disposal information for each asset record:						$ -	
48	ASSET	Asset Management	Acquire date	Y	S	Asset Module		Life cycle, Billing tab	$ -	
49	ASSET	Asset Management	Acquire cost	Y	S	Asset Module		Life cycle, Billing tab	$ -	
50	ASSET	Asset Management	Acquire vendor	Y	S	Asset Module		Life cycle, Billing tab	$ -	
51	ASSET	Asset Management	PO number	Y	S	Asset Module		Life cycle, Billing tab	$ -	
52	ASSET	Asset Management	Vehicle Title/Pink Slip	Y	S	Asset Module		Life cycle, Billing tab	$ -	
53	ASSET	Asset Management	In-service date	Y	S	Asset Module		Life cycle, Billing tab	$ -	
54	ASSET	Asset Management	Life expectancy months	Y	S	Asset Module		Life cycle, Billing tab	$ -	
55	ASSET	Asset Management	Out-of-service date	Y	S	Asset Module		Life cycle, Billing tab	$	
56	ASSET	Asset Management	Disposal date	Y	S	Asset Module		Life cycle, Billing tab	$ -	
57	ASSET	Asset Management	Disposal cost captured	Y	S	Asset Module		Life cycle, Billing tab	$ -	
58	ASSET	Asset Management	Disposal vendor	Y	S	Asset Module		Life cycle, Billing tab	$ -	

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59	ASSET	Asset Management	Cash reciept field	Y	S	Asset Module		Life Cycle, Billing tab	$ -	
60	ASSET	Asset Management	Automatically add to the acquisition cost to an asset on any capitalization repair.						$ -	
61	ASSET	Asset Management	These costs should be tracked separately from maintenance and repair costs.	Y	S	Asset Module		Life cycle, Billing tab	$ -	
62	ASSET	Asset Management	Recalculates value of asset when capital repairs or upfitting are added after delivery (NVP).	Y	S	Asset Module		Life cycle, Billing tab	$ -	
63	ASSET	Asset Management	Recalculates monthly replacement based on additional capital costs to ensure complete replacement value at end of life.	Y	S	Asset Module		Life cycle, Billing tab	$ -	
64	ASSET	Asset Management	Track hours and mileage meter types and provide the ability to capture the following meter readings:						$ -	
65	ASSET	Asset Management	Actual meter reading	Y	S	Asset Module		Meters, Warranties tab	$ -	
66	ASSET	Asset Management	Meter reading at acquisition	Y	S	Asset Module		Meters, Warranties tab	$ -	
67	ASSET	Asset Management	Date parameters	Y	S	Asset Module		Meters, Warranties tab	$ -	
68	ASSET	Asset Management	Life expectancy by M/H	Y	S	Asset Module		Meters, Warranties tab	$ -	
69	ASSET	Asset Management	Provide the ability to replace a meter and	Y	S	Asset Module		Meters, Warranties tab	$ -	

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			maintain both actual and life-to-date (LTD) meter reading.							
70	ASSET	Asset Management	Support the ability to bill each asset by multiple cost categories in user-defined combinations of parts, labor, sublets, and mileage, billing period charges, fuel and replacement recovery.	Y	S	Asset Module		Life cycle, Billing tab	$ -	
71	ASSET	Asset Management	Support multiple mark ups for parts, labor, fuel, and sublets.	Y	S	Inventory Module & Maintenance Module			$ -	
72	ASSET	Asset Management	Track unlimited warranties for each asset and component by expiration date, cost, vendor, and any deductible or cost for the warranty.	Y	S	Asset Module		Price & Warranty tab	$ -	
73	ASSET	Asset Management	Provide unlimited user-defined codes that can be assigned by asset or by groups of assets.	Y	S	Asset Module		Asset Template Feature	$ -	
74	ASSET	Asset Management	Provide the ability to charge multiple accounts and/or departments by percentage or defined cost for rent, replacement, work orders and any additional costs.	Y	S	Accounting Module		All charge types can charge out by percentage to individual accounts.	$ -	
75	ASSET	Asset Management	Provide the ability to assign both credit and	Y	S				$ -	

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			debit account numbers to an asset and ability to modify with permissions.							
76	ASSET	Asset Management	Track changes in departmental ownership and split charge capability at any point in time within the month. Capable of calculating usage for the month by each department. Keep all historical data of ownership and costs.	Y	S				$ -	
77	ASSET	Asset Management	Store billing period charges for historical review, reproduction and reports.	Y	S	Asset/Maintenance/Reports Modules			$ -	
78	ASSET	Asset Management	Display the following history fields by month or year for each asset:						$ -	
79	ASSET	Asset Management	Total Maintenance and Repair: the total maintenance and repair dollars spent on this equipment.	Y	S	Asset/Reports Modules		Asset History tab/Asset History Report	$ -	
80	ASSET	Asset Management	Maintenance: the dollars spent on parts, labor and sublet costs for PM's.	Y	S	Asset/Reports Modules		Asset History tab/Asset History Report & others	$ -	
81	ASSET	Asset Management	Repair: dollars spent on parts, labor and sublet costs for all other repairs (non-PM's and non-accident repairs).	Y	S	Asset/Reports Modules		Asset History tab/Asset History Report & others	$ -	

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82	ASSET	Asset Management	Accident: dollars spent on parts, labor and sublet costs for accident repairs.	Y	S	Asset/Reports Modules			$ -	
83	ASSET	Asset Management	Capital: dollars spent on parts, labor and sublet costs for capital repairs.	Y	S	Asset/Maintenance/Reports Modules		Captures all cost associate dot the maintenance and repair of your assets/vehicles.	$ -	
84	ASSET	Asset Management	Miscellaneous Costs: dollars spent for work order miscellaneous costs such as shop supplies, environmental fees, etc.	Y	S	Maintenance & Reports Modules		Misc. cost can be automatically added to each work order.	$ -	
85	ASSET	Asset Management	Fuel Cost: costs associated with fuel.	Y	S	Fuel Module		Fuel costs are viewable in the Fuel/Asset and Reports Modules.	$ -	
86	ASSET	Asset Management	Fuel Qty: quantity of fuel used for the month or year.	Y	S	Fuel Module			$ -	
87	ASSET	Asset Management	Cost/Meter: costs attributed to this meter [(Maintenance + Repair)/Meter Reading].	Y	S	Asset/Reports Modules			$ -	
88	ASSET	Asset Management	Meter/Gallon: costs of meter per gallon (Meter Reading/Fuel Qty.)	Y	S	Asset/Reports Modules			$ -	
89	ASSET	Asset Management	Parts: total dollars spent on parts for this equipment for selected period (not PM or accident part costs).	Y	S	Inventory/Reports Modules		Issue Search feature and standard reports	$ -	
90	ASSET	Asset Management	Labor: total dollars spent on labor for selected period.	Y	S	Reports Module		Work Order Dollar Summary Report	$ -	

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91	ASSET	Asset Management	Sublet: total dollars spent on sublet costs for this piece of equipment for selected period. Credit: total number of credit dollars given on this piece of equipment.	Y	S	Report Module		Work Order Dollar Summary Report	$ -	
92	ASSET	Asset Management	Other Fluid: amount of other fluids used in this equipment for the selected period.	Y	S	Fuel & Reports Module		Advanced Search and Fuel Transaction Report	$ -	
93	ASSET	Asset Management	Provide the ability to recuperate the costs of special tools and training needed for equipment through the use of an equipment specific labor rate that is automatically used when maintenance is performed.	Y	S	Asset & Setup Modules		Equipment Billing Code & Default Labor Rate	$ -	
94	ASSET	Asset Management	Link equipment warranties to repair codes for tracking warranty cost information.	Y	S	Asset/Parts & Setup Modules		Complete equipment and parts warranty tracking	$ -	
95	ASSET	Asset Management	Track equipment warranties from the initial claims to re-imbursements received.	Y	S	Asset & Reports Module		Warranty Claims Feature & Asset Warranty Report	$ -	
96	ASSET	Asset Management	Provide direct access to unlimited stored images associated with the piece of equipment.	Y	S	Asset/Inventory/ Mainteance Modules		Attachment tab	$ -	
97	ASSET	Asset Management	Templates – Ability to add multiple equipment records from template	Y	S	Asset Module		Asset Templates Feature	$ -	

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			including standard fields, PM Schedules & Warranty Schedules.							
98	ASSET	Asset Management	Capability to add graphics, PDFs and notes to an equipment record.	Y	S	Asset Module		Attachment tab	$ -	
99	ASSET	Asset Management	Within the equipment module, the ability to run user defined queries on the fly. The query should be exportable at a minimum to Microsoft Excel and Adobe PDF.	Y	S	Asset Module		Advanced Search feature, exportable to Excel, Word and CSV formats	$ -	
100	ASSET	Asset Management	Ability to track regulation mandates that apply to each asset.	Y	S	Maintenance Module		Recall Campaign	$ -	
101	ASSET	Asset Management	Ability to have an automated note apply to record with the regulation notes and reporting or mandates to follow. This would include the ability to notate any adjustments or repairs completed. Ability to edit.	Y	S	Maintenance Module		Repair Notes and/or Task Lists	$ -	
102	ASSET	Asset Management	Ability to set record retention schedules once a vehicle is marked inactive.	Y	S	Asset Module		All information associated to an asset stays with the asset for as long as the Customer determines.	$ -	
103	ASSET	Asset Management	Track warranties for each asset and component by expiration date, cost, vendor, and any deductible or cost for the warranty.	Y	S	Asset & Inventory Modules		Meter, Warranties tab and Standard Report	$ -	

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104	ASSET	Asset Management	Ability to track and bill motor pool vehicles.	Y	S	MotorPool Add-On		Reservation and Dispatch	$ -	
105	ASSET	Asset Management	Ability to track rebates.	Y	S	Accounting Module		Manage Billing Adjustments feature	$ -	
106	ASSET	Asset Management	Ability to track grants.	Y	S				$ -	
107	ASSET	Asset Management	Recalls – ability to have a note field on record by vehicle ID#/VIN# if a recall is due on a specific asset. Received field and date, due date, completed date. Ability to batch upload VIN's and notate for all assets with the same model/recall.	Y	S	Maintenance Module		Manage Shop Floor Activity/Pending Repairs tab	$ -	
108	ASSET	Asset Management	Note field for reoccurring information for the specific follow-up repair. Needs to be tied to asset rather than work order with ability to edit and amend. Cannot be deleted. Need ability to remove the note when follow up is completed (completion check box that requires notes).	Y	S	Asset and Maintenance Modules		The Repair Note is associated tot the Asset and follows the Asset.	$ -	
109	ASSET	Asset Management	System can track improvements to the asset and keep a detailed record of specific improvements	Y	S	Throughout the system		Inline real-time view as well as reporting.	$ -	
110	ASSET	Asset Management	Ability to integrate with Zonar - Defects from electronic DVIR.	Y-ND				Integration at a cost	$ 20,000.00	E

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111	ASSET	Asset Set-Up	Identifies assets based on capitalization threshold (and different threshold for each asset type).	N	NS			Capitalization cost are captured, viewable in real-time and reportable. Thresholds can not be set for each asset.	$ -	
112	ASSET	Asset Set-Up	Asset can have multiple account distributions (including multiple funds).	Y	S	Asset and Accounting Module			$ -	
113	ASSET	Asset Set-Up	System accommodates parent child relationships for assets.	Y	S	Asset Module		*FASTER* Web's Parent/Child feature tracks asset components with separate costs, maintenance, and replacement schedules. A parent asset is a piece of equipment. A child (component) asset is any asset that is either permanently or temporarily attached to another piece of equipment.	$ -	
114	ASSET	Asset Set-Up	System must link component units (parent/child relationship) whereby each component maintains its own financial and historical information and depreciable life.	Y	S	Asset Module			$ -	
115	ASSET	Asset Set-Up	If asset is replacement of other asset, it references old asset.	Y	S	Asset Module		Life cycle, Billing tab	$ -	
116	ASSET	Asset Set-Up	Asset tracks expiration date of asset (Life expectancy).	Y	S	Asset Module		*FASTER* Web's Asset module contains Vehicle Life-Cycle Management functionality including replacement forecasting. *FASTER* is designed to assist in making informed vehicle replacement decisions. It automatically calculates asset replacement costs based on age, usage, and maintenance dollars spent.	$ -	

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117	ASSET	Asset Set-Up	Assets identify custodian for asset (employee linked to asset).	Y	S	Asset Module		Contacts tab	$ -	
118	ASSET	Asset Tracking	System is used to track capitalized items.	Y	S	Throughout the system			$ -	
119	ASSET	Asset Tracking	System is used to track non-capitalized items.	Y	S	Throughout the system			$ -	
120	ASSET	Asset Tracking	System accommodates a continuing property record for capitalized assets that records at a minimum, department, # units, useful life, acquisition cost, funding source, category, comment section. Depreciation and replacement dollars are tracked by asset.	Y	S	Throughout the system			$ -	
121	ASSET	Asset Tracking	Ability to identify assets as grant funded.	Y	S	Asset Module		Master tab	$ -	
122	ASSET	Asset Tracking	Ability to categorize mass assets (i.e. number of assets but in an individualize group-example of equipment and vehicles).	Y	S	Asset Module		Mass Update feature	$ -	
123	SYSTEM	Attachments and Notes	System allows attachment of documents (e.g., PDF, Excel, Word, JPEG) to transactions.	Y	S	Asset/Inventory/ Maintenance Modules		Ability to link attachments to records throughout the majority of the system	$ -	

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124	SYSTEM	Attachments and Notes	System allows attached documents to be stored directly in system.	Y	S	Asset/Inventory/ Maintenance Modules		Ability to restrict the types of attachments accepted at your site to help control storage needs and to store attachments outside database.	$ -	
125	SYSTEM	Attachments and Notes	System provides an indicator to inform user that there is an attachment.	Y	S	Asset/Inventory/ Maintenance Modules		Once the user opens the Attachment tab, Icons are viewable for each attachment.	$ -	
126	SYSTEM	Audit	System creates audit log that tracks changes to existing records, new records, and deletions of records.	Y	S	Throughout the System		*FASTER* Web currently tracks all add, edit, and delete transactions for most major record tables in the system, including asset, inventory and transactional tables. The current level of record tracking in regards to auditable information has met the needs of our customer base.	$ -	
127	SYSTEM	Audit	Audit log tracks user making change, time, date of change.	Y	S	Throughout the system		Various reports	$ -	
128	SYSTEM	Audit	Audit log tracks new value and old value for changes.	Y	S	Throughout the system		Various reports	$ -	
129	SYSTEM	Audit	Audit log is viewable by permission level.	Y	S	Reports Module		Permissions can be assigned to categories of reports. For example, you can deny or grant permissions to all the Asset reports to a user.	$ -	
130	SYSTEM	Availability and Downtime Tracking	Allow creation of a user-defined downtime calendar for each piece of equipment. Options should include hours of service and available workdays including or excluding weekends and holidays.	Y	S	Maintenance Module		Downtime hours are automatically calculated using the Work Order Status Code and the Availability Code information assigned to the asset. Work Order status codes are user configurable to match your specific process and are designated with either downtime or non-downtime tracking flags. Downtime is viewable in real time from	$ -	

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								the Maintenance module, Downtime tab as well through the Dashboard. The Reports Module includes several downtime based standard reports.		
131	SYSTEM	Availability and Downtime Tracking	Track number of hours a work order is opened to calculate downtime for the piece of equipment.	Y	S	Maintenance & Asset Module		Work Order Status Code and the Equipment Availability Code combine to track down time for the asset. Viewable in the Maintenance application.	$ -	
132	SYSTEM	Availability and Downtime Tracking	Allow the administrator to define downtime statuses.	Y	S	Maintenance & Setup Module			$ -	
133	SYSTEM	Availability and Downtime Tracking	Provide ability to stop and re-start downtime.	Y	S	Maintenance Module			$ -	
134	SYSTEM	Availability and Downtime Tracking	Provide downtime analysis of work by total and averages of:						$ -	
135	SYSTEM	Availability and Downtime Tracking	Equipment	Y	S	Maintenance & Reports Module			$ -	
136	SYSTEM	Availability and Downtime Tracking	Class of equipment	Y	S	Maintenance &Reports Module		Downtime Details Report, Fleet Availability Reports	$ -	
137	SYSTEM	Availability and Downtime Tracking	Work order number department/division	Y	S	Maintenance & Reports Module		Available in Standard Reports and viewable from the Downtime tab of the Maintenance Module.	$ -	
138	SYSTEM	Availability and	Report user downtime by cause.	Y	S	Maintenance & Reports Modules		Repair Codes and Work Order Status identify downtime cause.	$ -	

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		Downtime Tracking								
139	SYSTEM	Availability and Downtime Tracking	Provide review of downtime by status.	Y	S	Maintenance & Reports Module		In line, Downtime tab and Reports	$ -	
140	SYSTEM	Availability and Downtime Tracking	Provide the ability to track downtime on multiple work orders opened on the same piece of equipment.	Y	S	Maintenance Module			$ -	
141	SYSTEM	Availability and Downtime Tracking	Availability to set operational hours for employees to aid in scheduling.	Y	S	Setup Module		Application Setup	$ -	
142	SYSTEM	Availability and Downtime Tracking	Establish criteria for holidays, vacations, etc., for staff to aid in scheduling work.	Y	S	Setup Module		This is a process outside of *FASTER*	$ -	
143	VS	Bid & Quote	System can send bid notices electronically.	Y	S	Asset Module		These notices are sent to internal customers & departments.	$ -	
144	VS	Bid & Quote	System sends bid invitations to be sent to pre-approved vendors.	Y	S	Asset Module		Plan for acquisition notifications	$ -	
145	SYSTEM	Billing	The system will have a financial module used for billing through the City's financial system, Oracle. The costs associated with each asset will need to generate and export into a format that the City's finance system will accept. Billing is processed monthly and includes:							

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146	SYSTEM	Billing	Rent (Flat monthly maintenance fee tied to vehicle type code)	Y-ND		Accounting		All sub-components of requirement 145 will be included in one accounting export and the cost of such is noted in this line.		
147	SYSTEM	Billing	Replacement	Y-ND		Accounting				
148	SYSTEM	Billing	Fuel	Y-ND		Accounting				
149	SYSTEM	Billing	Accident/Abuse work orders	Y-ND		Accounting				
150	SYSTEM	Billing	New vehicle prep work orders	Y-ND		Accounting				
151	SYSTEM	Billing	Time & Material work orders	Y-ND		Accounting				
152	SYSTEM	Billing	Motor pool charges	Y-ND		Accounting				
153	GL	Budget Control	Budget control can be set to soft error (Warn user but allow).	N	NS				$ -	X
154	GL	Budget Control	Budget control can be set to hard error (Do not allow).	Y	S	Accounting Module		The Customer can perform functions such as creating new accounts, managing credit cards, billing adjustments, budgets,	$ -	X
155	P/D	Dashboard	Ability to have a home screen dashboard displaying defined statistics and data.	Y	S	Dashboard Module		Users can save specific and multiple dashboard views.	$ -	
156	P/D	Dashboard	User defined list of KPI's, customizable per user.	Y	TPS	Dashboard Module		*FASTER* Web Dashboards give the customer the ability to change the look and feel in visually robust ways. These dashboards are also drillable to view key data for analysis. In addition, Microsoft provides a free tool, Power BI, which enables the customer to create dashboards. The dashboard is a visually driven set of 20 Key Performance Indicators (KPI's)	$ -	

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								that quickly provide you with real-time information at a glance.		
157	SYSTEM	Data Entry	Allows complete validation and editing of data at the point of entry (on-line or batch).	Y	S	Various Modules		On-line, the UI is designed to ensure data integrity entry quality through the use of drop-down menus and business rules that enforce data types for the various fields. Using the Fuel Import Utility ensures data integrity through the batch file upload of fuel records.	$ -	
158	SYSTEM	Data Entry	Real time changes.	Y	S	Various Modules		*FASTER* Web is a real-time maintenance management solution.	$ -	
159	SYSTEM	Data Entry	Allows data to be uploaded or downloaded from/to Microsoft Office and Abobe products.	Y	S	Various Modules		Through reporting, data from *FASTER* can be uploaded (exported) to Word, PDF, Excel, PowerPoint, TIFF, MHTML. CSV XML and Data Feed. From the in-line, real time search results, data can be exported to Word, Excel and CSV. Fuel data can be imported using the fuel import utility. Importing of other data would be a API add-on, or one-off customization depending on the Customer's requirements.	$ -	
160	SYSTEM	Data Entry	All imported information is validated using same business rules as if information was manually keyed.	Y	S	Integrations/Web APIs		All data imported, through APIs or flat file must meet the core product business rules before being accepted.	$ -	
161	SYSTEM	Data Entry	System tracks source of information (point of entry into system).	Y	S	Various Modules			$ -	
162	SYSTEM	Data Entry	System uses context-sensitive data entry and display (i.e. Masking fields or screens for security	N	NS	Various Modules		Certain fields, such as passwords, are masked in *FASTER* Web. We have not run into a requirement to mask the fields noted as examples in this	$ -	

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			purposes) (VIN#, Employee name or department name).					requirement though so VIN#, Employee Name, and Department Name are not masked in the system.		
163	SYSTEM	Data Entry	System allows for any field to have security or be masked.	N	NS	Various Modules			$ -	
164	SYSTEM	Data Entry	System provides/allows the following for easier data entry:						$ -	
165	SYSTEM	Data Entry	Template based entry for common entries (over multiple screens)	Y	S	Asset Module		Asset Templates Feature	$ -	
166	SYSTEM	Data Entry	Batch entry (process multiple entries at one time)	Y	S	Various Modules		The system allows batch processing in specific areas such as issue parts lists, inventory counts, receiving orders, and pending repairs.	$ -	
167	SYSTEM	Data Entry	Copy existing records to create new ones	Y	S	Asset Module		Asset Templates Feature	$ -	
168	SYSTEM	Data Entry	System allows any field to be designated as required.	N	NS	System		The value of COTS software is that process is built in with no need for custom coding. In other words, there is significant customization and configuration that can be done to set up *FASTER* Web to conform to your needs. However, those fields that are required are limited to industry best practice and to change those required fields to optional or add additional required fields would be a custom coding change.	$ -	
169	SYSTEM	Data Entry	System makes fields required based on content in other fields.	Y	S	System		Where applicable	$ -	
170	SYSTEM	Data Entry	System allows navigation to all data entry fields by	Y	S	System		Unlimited notes capability throughout the system (i.e. Asset Module, Inventory	$ -	

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			using the tab key (explain system limitations or capabilities in comments field).					Module, Maintenance Module, Technician Workstation Module) with flexible user-based security and subject lines for fast searching.		
171	SYSTEM	Database	Proposed System runs on Microsoft SQL Server (Windows 2019 and SQL 2017 or higher, please indicate versions in comments column).	Y	S	System Requirements		*FASTER* Web version 7.0 supported operating systems: Windows Server 2016 x64 (64-bit), Windows Server 2019 x64 (64-bit). Supported database server Microsoft SQL 2016 SP2 x64 (64-bit) Enterprise of Standard, Microsoft 2017 x64 (64-bit) Enterprise or Standard, Microsoft SQL 2019 x64 (64-bit) Enterprise of Standard with CU 12. A complete Description of the minimum system requirements is provided in the *FASTER* Web System, Environment, & Configuration Requirements document attached to this response.	$ -	
172	SYSTEM	Database	Supports the following additions to the database:						$ -	
173	SYSTEM	Database	Ability to create new tables	Y	TPS	System		This is a function of MSSQL	$ -	
174	SYSTEM	Database	Ability to create new fields	Y	TPS	System		This is a function of MSSQL	$ -	
175	FSI	Fuel System Integration	Continue to have the capability to integrate and track all fueling purchased from current fuel management system both in-house and commercially. The in-house and commercial will need to track separately. Tracking fuel purchased in-	Y	S	Fuel Module		Standard Fuel Import Utilities	$ -	

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			house affects inventory and billings. For Cardlock fueling, capability to integrate data and have the meters uploaded and option to bill in new system without affecting inventory.							
176	FSI	Fuel System Integration	Ability to integrate/interface with current fuel management system, Fuel Data Systems (FDS) to track fueling employee, date/time of fuel dispensed, fuel quantity, vehicles ID #, odometer and, engine hours.	Y	S	Fuel Module		Standard Fuel Import Utilities	$ -	
177	FSI	Fuel System Integration	Ability to integrate and track fuel by an individual, piece of equipment, date, time and quantity from upload data.	Y	S	Fuel Module		Standard Fuel Import Utilities	$ -	
178	FSI	Fuel System Integration	Continue the ability to view fuel costs, transactions and the accompanying meter reading.	Y	S	Fuel & Reports Module		Inline real-time search and various fuel reports	$ -	
179	FSI	Fuel System Integration	Integration to provide search capabilities for fuel transactions by:						$ -	
180	FSI	Fuel System Integration	Site	Y	S	Fuel & Reports Module			$ -	

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181	FSI	Fuel System Integration	User selected date range	Y	S	Fuel & Reports Module			$ -	
182	FSI	Fuel System Integration	Equipment number	Y	S	Fuel & Reports Module			$ -	
183	FSI	Fuel System Integration	Fuel tag history by equipment	Y	S	Fuel & Reports Module			$ -	
184	FSI	Fuel System Integration	Interface and integrate with multiple onsite automated fuel systems (FDS) or commercial cardlock programs.	Y	S	Fuel Module		Standard Fuel Import Utilities	$ -	
185	FSI	Fuel System Integration	Provide the ability to manually enter fuel transactions by department or Unit ID#.	Y	S	Fuel Module		Enter Transactions feature	$ -	
186	FSI	Fuel System Integration	Maintain the current perpetual inventory of fuel.	Y	S	Fuel Module			$ -	
187	FSI	Fuel System Integration	Continue tracking inventory receipts, issuances, stick readings and allow for first in first out (FIFO) fuel charges.	Y	S	Fuel & Inventory Module			$ -	
188	FSI	Fuel System Integration	Track multiple alternative fuels and locations, which includes CNG, propane, hydrogen and electric vehicles.	Y	S	Fuel Module			$ -	
189	FSI	Fuel System Integration	Continue to have the ability to verify fuel transactions and correct errors during the import process. Should have the ability to see all fueling	Y	S	Fuel Module		Process Errors and rejection Transactions tabs	$ -	

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			transactions and flag/adjust the meter readings in error.							
190	FSI	Fuel System Integration	Option to have the ability to provide real time integrated fuel downloads with FDS.	Y	S	Fuel Module		Fuel Import Utility can be scheduled at close to real time intervals to import fuel transactions	$ 15,000.00	E
191	GL	General Ledger Set-Up	System provides chart of account structure with multiple independent segments.	Y	S	Accounting Module			$ -	
192	GL	General Ledger Set-Up	Current data migrated to new system with mapping sequence to updated chart of accounts. Fund – Center – Account – Project – Function – Interfund – Future 4001.5912.66021.000000.00000.0000.00000	Y	S	Data Services-Implementation			$ -	
193	GL	General Ledger Set-Up	Independent segments combined on transaction to form valid account.	Y	S	Accounting Module			$ -	
194	GL	General Ledger Set-Up	Chart of accounts supports alpha numeric accounts.	Y	S	Accounting Module			$ -	
195	GL	General Ledger Set-Up	System supports segments representing programs that can extend across multiple departments/business units/agency.	Y	S	Accounting Module			$ -	

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196	GL	General Ledger Set-Up	System supports project/job ledger for tracking projects and grants.	N	S				$ -	
197	GL	General Ledger Set-Up	Segments of the Chart of Accounts can be grouped on a user-defined basis into multiple reporting hierarchies.	Y-ND	S	Accounting Module		Customization	$ 5,000.00	E
198	GL	General Ledger Set-Up	Object code segments can be reported using roll up of similar object codes (example: All salary accounts).	Y	S	Accounting Module		can use cash option to sum	$ -	
199	GL	General Ledger Set-Up	System provides short cut key functionality to allow users to not enter full account characters.	N	NS	Accounting Module			$ -	
200	GL	General Ledger Set-Up	System allows effective dating for changes to the general ledger (i.e. fund becomes available for use or closes at future date).	Y	S	Accounting Module		All funds are date driven(or available on dates) /po to match fund dates	$ -	
201	GL	General Ledger Set-Up	System can designate an account as active (available for posting).	Y	S	Accounting Module		Create New Account feature	$ -	
202	GL	General Ledger Set-Up	System can designate an account as active (available for budgeting / not available for posting).	Y	S	Accounting Module		by using the active budget and dates.	$ -	
203	GL	General Ledger Set-Up	System only allows transactions to post to active accounts within any open period.	Y	S	Account Module			$ -	

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204	GENERAL	General Requirements	System supports standard time schedules (12 hr).	Y	S	Setup Module			$ -	
205	SYSTEM	General Requirements	Migrate all active assets.	Y	S	Implementation		Our time-proven data conversion process includes several testing phases, both by our own internal QA staff and by the customer during the implementation Soft Go-Live phase. Any data anomalies found are addressed at that time so that once Go-Live arrives you can be assured that there will be no unexpected data loss.	$ -	
206	SYSTEM	General Requirements	System allows attached documents to be stored directly in system.	Y	S	Various Modules		Attachment tab	$ -	
207	SYSTEM	General Requirements	System Toolsets are available for the following: (specify name of toolset in comment field):						$ -	
208	SYSTEM	General Requirements	Workflow development	N	NS			Process is built into the system but work flows are not customizable.	$ -	
209	SYSTEM	General Requirements	Security Administration	Y	S	Setup Module		Administrative Setup/Manage Security feature	$ -	
210	SYSTEM	General Requirements	Report development	Y	TPS	Reports Module		MS Report Builder currently comes standard at no added cost with MS SQL.	$ -	
211	SYSTEM	General Requirements	Audit Log (turn on / turn off)	Y	S	System		The system logs exceptions and other high priority events by default. The default logging can be adjusted when needed to capture much more data.	$ -	

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212	SYSTEM	General Requirements	Query development	Y	TPS	Query Analyzer		Queries can be created using a third party tool such as Query Analyzer.	$ -	
213	SYSTEM	General Requirements	Form development	N	NS			The system is built to support best practice processes and we are not aware of any of our customers needing to build their own forms.	$ -	
214	SYSTEM	General Requirements	Adding/changing fields	Y	S	Field Labels		The system allows users to update certain field labels to meet the customer's needs.	$ -	
215	SYSTEM	General Requirements	Change control (identify changes when updates are applied)	Y	S	Release notes		*FASTER* provides Release Notes with each update to the system.	$ -	
216	SYSTEM	General Requirements	Scheduling of batch jobs	Y	S	Integrations		Certain integrations can be scheduled to run at user desired times.	$ -	
217	SYSTEM	General Requirements	Data import/export	Y	S	Integrations		Both add-on and custom integrations can be run from the application to import/export data.	$ -	
218	SYSTEM	General Requirements	System documentation	Y	S	System		*FASTER* Web has in-product, context sensitive Help.	$ -	
219	SYSTEM	General Requirements	Software release / patch tools	Y	S	Installer		For hosted customers, *FASTER* will deploy all releases and patches. For customers that	$ -	
220	SYSTEM	General Requirements	Mobile device toolset (configure mobile device)	N	NS			*FASTER* Web is a browser based application that can be viewed on a mobile device. The MotorPool Reservations screen is mobile responsive as well. No aspect of the system provides a mobile device toolset to configure mobile devices though.	$ -	

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221	SYSTEM	General Requirements	Content can be delivered to a mobile device (e.g., tablet or smartphone).	Y	S	Maintenance Module			$ -	
222	SYSTEM	General Requirements	Data for transactions can be entered from a mobile device.	Y	S	Various Modules		*FASTER* is a browser web based solution and is inherently mobile	$ -	
223	SYSTEM	General Requirements	System supports mobile devices that run on Android.	Y	S	System		*FASTER* Web is a true web-based application and the user only needs a compatible modern browser to access the application. Compatible browsers are Edge, Chrome for IOS and Chrome for Windows.	$ -	
224	SYSTEM	General Requirements	System supports mobile devices that run on iOS.	Y	S	System			$ -	
225	SYSTEM	General Requirements	Workflow approvals can be made from a mobile device.	Y	S	Maintenance Module			$ -	
226	SYSTEM	General Requirements	System can accommodate effective dating capabilities.	Y	S	Various Modules			$ -	
227	SYSTEM	General Requirements	System can report on all history of changes (include all effective dating scenarios / instances) (e.g. include all position history by effective dates).	Y	S	Asset Module			$ -	
228	SYSTEM	General Requirements	Bar scan function on both computer and mobile devices.	Y	S	Inventory Module		Barcode Add-On	$ -	
229	SYSTEM	General Requirements	The system must accommodate punch rounding to the nearest quarter hour.	N	NS	Maintenance Module		Labor hours are recorded in tenths.	$ -	

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230	SYSTEM	General Requirements	Filter and sort current service and type codes.	Y	S	Maintenance/Technician Workstation		Repair Codes	$ -	
231	SYSTEM	General Requirements	Ability to not limit number of vehicles in system. If there is a limitation, include the constraint and additional costs associated.	Y	S	Asset Module		*FASTER* Web has the capability for unlimited assets. Cost is dependent on the number of assets managed in the *FASTER* Web application. Price quoted is per asset which is based on the asset number grouping. For example, 1 - 500 assets is $100 per asset, 501 to 1,000 assets is $85 per asset, etc...	$ -	
232	SYSTEM	Help	System contains help features to guide users though transactions.	Y	S	System Wide		Context Sensitive Help throughout the system.	$ -	
233	SYSTEM	Help	System allows users (with security access) to change user guide text of help to make help text specific to business processes.	N	NS			In-line documentation is developed for the current software version being used by the Customer. Documentation is not editable.	$ -	
234	AP	Invoice Processing	System fills information for invoice from Scan or reciept of item.	N	NS				$ -	
235	AP	Invoice Processing	System allows entering of direct claims.	Y	S	Inventory/Maintenance Modules			$ -	
236	AP	Invoice Processing	System provides workflow approval path for Invoices entering in system.	Y	S	Inventory Module		Order & Receiving features	$ -	
237	AP	Invoice Processing	Supports partial payments (partial payment of invoice - for example not all items on invoice received).	Y	S	Inventory Module		Receiving feature	$ -	
238	AP	Invoice Processing	System supports applying credit memo to invoice for incorrect invoices - this will	Y	S	Accounting Module		Manage Vendor Credits feature	$ -	

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			allow a credit to post back to department if direct charge on upload file.							
239	AP	Invoice Processing	Ability to enter in correct tax amount off invoice.	Y	S	Inventory Module			$ -	
240	AP	Invoice Processing	Allow multiple invoices to be received and processed for one purchase order.	Y	S	Inventory Module		Receive Items feature	$ -	
241	AP	Invoice Processing	System will automatically check for and prevent duplicate invoice numbers for the same vendor (don't pay same invoices twice).	Y	S	Inventory Module		Receiving Items feature	$ -	
242	AP	Invoice Processing	System allows files to be attached in the system to the invoice (scanned image of invoice).	Y	S	Various Modules		Attachment tabs	$ -	
243	AP	Invoice Processing	System allows for terms and discount and will calculate/process automatically.	N	NS	Inventory Module		Discounts and Terms are recorded but not automatically calculated.	$ -	
244	AP	Invoice Processing	Allow partial payments against a single line even if quantity is one .	Y	S	Inventory Module		Invoices must balance before they can be closed.	$ -	
245	AP	Matching	Supports 2 way matching (purchase order, invoice).	Y	S	Inventory Module		Receiving Items feature	$ -	
246	AP	Matching	Supports 3 way matching (purchase order, invoice, packing slip/receiving doc).	Y	S	Inventory Module		Receive Items feature	$ -	
247	AP	Matching	Matching occurs at line item detail level.	Y	S	Inventory Module		Receiving feature	$ -	

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248	AP	Matching	System provides notification when match does not occur.	Y	S	Inventory Module		Receiving feature	$ -	
249	NOTIF.	Notifications - Email	Department –vehicle is ready.	Y	S	Maintenance Module		Notifications can be sent to automatically notify customers via email when the equipment, asset, or vehicle is ready for pick up.	$ -	
250	NOTIF.	Notifications - Email	Department – by unit ID – PM service scheduled, coming up reminder, past due reminder.	Y	S	Maintenance Module		*FASTER* Web generates an automatic email notification whenever a particular PM is due or overdue on an asset as well as upcoming vehicle registration/tag expiration, scheduled appointment & motor pool reservation confirmations, etc.	$ -	
251	NOTIF.	Notifications - Email	Department – ad-hoc.						$ -	
252	NOTIF.	Notifications - Email	Internal – incomplete work order reviews.	Y	S	Maintenance Module			$ -	
253	NOTIF.	Notifications - Email	Internal – PM notification flag, similar to existing “work pending flag”.	Y	S	Maintenance Module		*FASTER* Web has the ability to send email and text notifications if the customer chooses. *FASTER* Web generates an automatic email notification whenever a particular PM is due or overdue on an asset as well as upcoming vehicle registration/tag expiration, scheduled appointment & motor pool reservation confirmations, etc. Additionally, notifications can be sent to automatically notify customers via email when the equipment, asset, or vehicle is ready for pick up. These notifications are sent to asset contacts identified by the system	$ -	

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								administrator. The system has a number of Email Templates that are configurable by the customer and employ the ability to dynamically insert customer relevant data into the email, such as the Asset Number, VIN, and other fields.		
254	NOTIF.	Notifications - Email	Internal – Ad-hoc.						$ -	
255	FMS	Optional Fuel Management System	Provide option for a complete fuel management system to replace current system (FDS).	N	NS			*FASTER* is not proposing this optional requirement request.	$ -	
256	FMS	Optional Fuel Management System	An autonomous fuel management system (FMS) that will control, authorize and record the dispensing of various fuel from multiple locations.	N	NS				$ -	
257	FMS	Optional Fuel Management System	The FMS will operate with minimal to no input or entry by fueling personnel.	N	NS				$ -	
258	FMS	Optional Fuel Management System	All data related to the transaction (fueling employee, vehicle ID, date, fuel amount dispensed, odometer, engine hours, etc.) would be autonomously captured and transferred to the FMS.	N	NS				$ -	
259	FMS	Optional Fuel Management System	The FMS will be capable of operation for 7 days a week, 24 hours day.	N	NS				$ -	

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260	FMS	Optional Fuel Management System	The FMS must be capable of fueling vehicles identified/authorized within the FMS system.	N	NS				$ -	
261	FMS	Optional Fuel Management System	Have the capability to track all fueling purchased in-house or commercially. These will need to track separately. Tracking fuel purchased in-house affects inventory and billings. For Cardlock fueling, capability to integrate data and have the meters uploaded and option to bill in new system without affecting inventory.	N	NS				$ -	
262	FMS	Optional Fuel Management System	Provide the ability to track fuel by an individual, piece of equipment, date, time and quantity.	N	NS				$ -	
263	FMS	Optional Fuel Management System	Have the ability to view fuel costs, transactions and the accompanying meter reading.	N	NS				$ -	
264	FMS	Optional Fuel Management System	Provide search capabilities for fuel transactions by:						$ -	
265	FMS	Optional Fuel Management System	Site	N	NS				$ -	
266	FMS	Optional Fuel Management System	User selected date range	N	NS				$ -	

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267	FMS	Optional Fuel Management System	Equipment number	N	NS				$ -	
268	FMS	Optional Fuel Management System	Fuel tag history by equipment	N	NS				$ -	
269	FMS	Optional Fuel Management System	Provide the ability to manually enter fuel transactions by department or Unit ID#.	N	NS				$ -	
270	FMS	Optional Fuel Management System	Maintain a perpetual inventory of fuel.	N	NS				$ -	
271	FMS	Optional Fuel Management System	Track inventory receipts, issuances, stick readings and allow for first in first out (FIFO) fuel charges.	N	NS				$ -	
272	FMS	Optional Fuel Management System	Track multiple alternative fuels and locations, which includes CNG, propane, hydrogen and electric vehicle.	N	NS				$ -	
273	FMS	Optional Fuel Management System	Ability to monitor, track and report data for other fluids dispensed like engine oil, DEF and antifreeze.	N	NS				$ -	
274	FMS	Optional Fuel Management System	Ability to verify fuel transactions and correct errors during the import process. Should have the ability to see all fueling transactions and	N	NS				$ -	

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			flag/adjust the meter readings in error.							
275	FMS	Optional Fuel Management System	Ability to provide real time integrated fuel downloads for PM tracking.	N	NS				$ -	
276	FMS	Optional Fuel Management System	Fuel and Zonar integration.	N	NS				$ -	
277	FMS	Optional Fuel Management System	If the local network is temporarily down, the FMS shall be capable of stand-alone mode, which allows gas to be dispensed and store all transaction data until network becomes operable again.	N	NS				$ -	
278	FMS	Optional Fuel Management System	The current fueling system island and multiple locations are covered by WIFI.	N	NS				$ -	
279	FMS	Optional Fuel Management System	FSM integration with fuel tank monitor.	N	NS				$ -	
280	FMS	Optional Fuel Management System	During FSM install, it is required to limit fuel dispenser downtime.	N	NS				$ -	
281	FMS	Optional Fuel Management System	Include all equipment/hardware and installation.	N	NS				$ -	
282	PARTS	Parts Inventory Management	Maintain all pertinent data on each part in inventory including:						$ -	

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283	PARTS	Parts Inventory Management	Part number	Y	S	Inventory Module		Master tab	$ -	
284	PARTS	Parts Inventory Management	Part description	Y	S	Inventory Module		Master tab	$ -	
285	PARTS	Parts Inventory Management	In-stock	Y	S	Inventory Module		Master tab	$ -	
286	PARTS	Parts Inventory Management	Quantity item	Y	S	Inventory Module		Master tab	$ -	
287	PARTS	Parts Inventory Management	Cost	Y	S	Inventory Module		Master tab	$ -	
288	PARTS	Parts Inventory Management	Part category or classification	Y	S	Inventory Module		Master tab	$ -	
289	PARTS	Parts Inventory Management	Part type or distinct usage	Y	S	Inventory Module		Master tab	$ -	
290	PARTS	Parts Inventory Management	Part status	Y	S	Inventory Module		Master tab	$ -	
291	PARTS	Parts Inventory Management	% Mark-up for the individual part	Y	S	Inventory Module		Master tab	$ -	
292	PARTS	Parts Inventory Management	Storeroom bin location	Y	S	Inventory Module		Master tab	$ -	
293	PARTS	Parts Inventory Management	Alternate location	Y	S	Inventory Module		Master tab	$ -	

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294	PARTS	Parts Inventory Management	Vendor	Y	S	Inventory Module		Master tab	$ -	
295	PARTS	Parts Inventory Management	Cross reference part(s)	Y	S	Inventory Module		Master tab, Substitute Stock feature	$ -	
296	PARTS	Parts Inventory Management	Stock quantities for max, low and safe.	Y	S	Inventory Module		Master tab	$ -	
297	PARTS	Parts Inventory Management	Max Issue: maximum quantity that can be issued to a work order at one time.	N	NS				$ -	
298	PARTS	Parts Inventory Management	Part class code	Y	S	Inventory Module		Custom Specification feature	$ -	
299	PARTS	Parts Inventory Management	Order lead time	Y	S	Inventory Module		Master tab	$ -	
300	PARTS	Parts Inventory Management	Unit of issue	Y	S	Inventory Module		Price & Warranty tab	$ -	
301	PARTS	Parts Inventory Management	Unit of order	Y	S	Inventory Module		Price & Warranty tab	$ -	
302	PARTS	Parts Inventory Management	Provide full audit tracking capabilities including the following adjustments by operator ID, date/time to:						$ -	
303	PARTS	Parts Inventory Management	Unit cost count	Y	S	Inventory Module			$ -	

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304	PARTS	Parts Inventory Management	Return to inventory	Y	S	Inventory Module			$ -	
305	PARTS	Parts Inventory Management	Return to vendor	Y	S	Inventory Module			$ -	
306	PARTS	Parts Inventory Management	Deleted orders	Y	S	Inventory Module			$ -	
307	PARTS	Parts Inventory Management	Deleted receipts	Y	S	Inventory Module			$ -	
308	PARTS	Parts Inventory Management	Transfers from one storeroom to another	Y	S	Inventory Module			$ -	
309	PARTS	Parts Inventory Management	Track purchases by:						$ -	
310	PARTS	Parts Inventory Management	Vendor	Y	S	Inventory Module			$ -	
311	PARTS	Parts Inventory Management	PO number	Y	S	Inventory Module			$ -	
312	PARTS	Parts Inventory Management	Quantity	Y	S	Inventory Module			$ -	
313	PARTS	Parts Inventory Management	Vendor invoice	Y	S	Inventory Module			$ -	
314	PARTS	Parts Inventory Management	Date	Y	S	Inventory Module			$ -	

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315	PARTS	Parts Inventory Management	Person placing the order	Y	S	Inventory Module			$ -	
316	PARTS	Parts Inventory Management	Person receiver the order	Y	S	Inventory Module			$ -	
317	PARTS	Parts Inventory Management	Work order number (if applicable)	Y-ND	S	Inventory Module			$ -	F
318	PARTS	Parts Inventory Management	Capability to add graphics, PDFs and notes to a part record.	Y	S	Inventory Module			$ -	
319	PARTS	Parts Inventory Management	Provide the capability to order, receive and issue a part on a work order from a single screen.	Y	S	Inventory Module			$ -	
320	PARTS	Parts Inventory Management	Have the capability to conduct searches for purchases by:						$ -	
321	PARTS	Parts Inventory Management	Invoice number	Y	S	Inventory Module		Search Receipts feature	$ -	
322	PARTS	Parts Inventory Management	Part number	Y	S	Inventory Module		Advanced Search feature	$ -	
323	PARTS	Parts Inventory Management	Warehouse name	Y	S	Inventory Module		Advanced Search feature	$ -	
324	PARTS	Parts Inventory Management	Purchase order	Y	S	Inventory Module		Search Orders feature	$ -	
325	PARTS	Parts Inventory Management	Vendor	Y	S	Inventory Module		Advanced Search feature	$ -	

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326	PARTS	Parts Inventory Management	Work order number	Y	S	Inventory Module		Search Issued Item feature	$ -	
327	PARTS	Parts Inventory Management	Technician issued to	Y	S	Inventory Module		Search Issued Item feature	$ -	
328	PARTS	Parts Inventory Management	Provide the ability to search for:						$ -	
329	PARTS	Parts Inventory Management	All back orders	Y	S	Inventory Module		Search Orders feature	$ -	
330	PARTS	Parts Inventory Management	Orders not received	Y	S	Reports Module		Orders not Received Report	$ -	
331	PARTS	Parts Inventory Management	All orders received	Y	S	Reports Module		Inventory Received Report	$ -	
332	PARTS	Parts Inventory Management	Track multiple part storerooms and carry a separate inventory in each storeroom for the same part numbers.	Y	S	Inventory Module			$ -	
333	PARTS	Parts Inventory Management	Have search capabilities for part records for the following:						$ -	
334	PARTS	Parts Inventory Management	Alternative part number: An equivalent/alternative part number.	Y	S	Inventory Module		Master tab	$ -	
335	PARTS	Parts Inventory Management	Industry part class code: STD Classification.	Y	S	Inventory Module		Master tab	$ -	

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336	PARTS	Parts Inventory Management	Part category: Code, which defines the manner in which parts are grouped.	Y	S	Inventory Module		Master tab	$ -	
337	PARTS	Parts Inventory Management	Part catalog number description.	Y	S	Inventory Module		Master tab	$ -	
338	PARTS	Parts Inventory Management	Storeroom bin location.	Y	S	Inventory Module		Master tab	$ -	
339	PARTS	Parts Inventory Management	Manufacturer's number: The number given to each part by the manufacturer.	Y	S	Inventory Module		Master tab	$ -	
340	PARTS	Parts Inventory Management	Material safety data sheet #.	Y	S	Inventory Module		Master tab	$ -	
341	PARTS	Parts Inventory Management	Site defined reference fields for parts.	Y	S	Inventory Module		Master tab/Custom Specification feature	$ -	
342	PARTS	Parts Inventory Management	Part Status: Status of the part, i.e., active, closed.	Y	S	Inventory Module		Master tab	$ -	
343	PARTS	Parts Inventory Management	Vendor	Y	S	Inventory Module		Master tab	$ -	
344	PARTS	Parts Inventory Management	Parts warranty type	Y	S	Inventory Module		Price & Warranty tab	$ -	
345	PARTS	Parts Inventory Management	Provide screen display with the following information when searching for part numbers:						$ -	

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346	PARTS	Parts Inventory Management	Part number	Y	S	Inventory Module		Advanced Search feature	$ -	
347	PARTS	Parts Inventory Management	Storeroom	Y	S	Inventory Module		Advanced Search feature	$ -	
348	PARTS	Parts Inventory Management	Description	Y	S	Inventory Module		Advanced Search feature	$ -	
349	PARTS	Parts Inventory Management	Storeroom bin location	Y	S	Inventory Module		Advanced Search feature	$ -	
350	PARTS	Parts Inventory Management	In-stock quantity	Y	S	Inventory Module		Advanced Search feature	$ -	
351	PARTS	Parts Inventory Management	Unit cost	Y	S	Inventory Module		Advanced Search feature	$ -	
352	PARTS	Parts Inventory Management	Reorder, safety and high Limits	Y	S	Inventory Module		Master tab	$ -	
353	PARTS	Parts Inventory Management	This should include the ability to go to the part record by selecting a part from the list.	Y	S	Inventory Module		Advanced Search feature	$ -	
354	PARTS	Parts Inventory Management	Have the ability to conduct a wild card search on partial field information: partial description, partial part number, partial manufacturer number, etc.	Y	S	Inventory Module		Searches	$ -	
355	PARTS	Parts Inventory Management	Include the following information on the part						$ -	

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			record online, either by month or year:							
356	PARTS	Parts Inventory Management	History of the part usage (issues, issues returned) Received, received returned.	Y	S	Inventory Module		History tab	$ -	
357	PARTS	Parts Inventory Management	Transferred in, transferred out Adjusted up, and adjusted down end of period quantity.	Y	S	Inventory Module		History tab	$ -	
358	PARTS	Parts Inventory Management	Costs: unit, tax, shipping.	Y	S	Inventory Module		History tab	$ -	
359	PARTS	Parts Inventory Management	Extended cost by the month or by year.	Y	S	Inventory Module		History tab	$ -	
360	PARTS	Parts Inventory Management	Differentiate between stocked and non-stocked part records and offer all part capabilities for both.	Y	S	Inventory Module		Master tab	$ -	
361	PARTS	Parts Inventory Management	Track the issuance of all stocked and non-stocked parts to a specific piece of equipment.	Y	S	Inventory Module		Various tabs and reports	$ -	
362	PARTS	Parts Inventory Management	Have the ability to reference/attach an old part number if a part number updates/changes.	Y	S	Inventory Module		Master tab	$ -	
363	PARTS	Parts Inventory Management	Have a part number function that merges part records into one number while still retaining historical data.	Y	S	Inventory Module		Reassign or Merge Item feature	$ -	

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364	PARTS	Parts Inventory Management	Have the ability to create an order for all parts at the reorder point with the option to modify it to include or exclude any part.	Y	S	Inventory Module		Ordering feature	$ -	
365	PARTS	Parts Inventory Management	Provide an option to track warranty and receipt information for non-stocked parts' issues.	Y	S	Inventory Module		Advanced Search feature	$ -	
366	PARTS	Parts Inventory Management	Price parts issued to work orders by first in first out (FIFO).	Y	S	Inventory Module		Master tab	$ -	
367	PARTS	Parts Inventory Management	Generate a surplus parts report tracking lack of activity for user-defined periods of time.	Y	S	Inventory Module		Inventory Obsolescence Report	$ -	
368	PARTS	Parts Inventory Management	Have the ability to support the use of barcoding. Print barcode labels including:						$ -	
369	PARTS	Parts Inventory Management	Part number	Y	S	Inventory Module		Barcode Utilities feature	$ -	
370	PARTS	Parts Inventory Management	Description	Y	S	Inventory Module		Barcode Utilities feature	$ -	
371	PARTS	Parts Inventory Management	Storeroom bin location	Y	S	Inventory Module		Barcode Utilities feature	$ -	
372	PARTS	Parts Inventory Management	Date part received	Y	S	Inventory Module		Barcode Utilities feature	$ -	

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373	PARTS	Parts Inventory Management	Provide a simplified inventory sheet to assist in inventory counts. The ability to choose categories and view quantity and bin location.	Y	S	Reports Module		Parameters include, Start and End Bin Numbers, Stock Type, Cycle Number, Item Status, Display Actual Quantity, Yes or No.	$ -	
374	PARTS	Parts Inventory Management	Have the ability to list all receipts by vendor for all parts, a category of parts or specific part numbers.	Y	S	Reports Module		Users can list all receipts by vendor, part number and date.	$ -	
375	PARTS	Parts Inventory Management	Have the ability to generate a parts reorder list by vendor, category, part number or storeroom.	Y-ND	TPS	Reports Module		Users can generate a parts reorder list by vendor, part number, or storeroom. To generate a parts reorder list by category would be a modification to a standard report.	$ 2,500.00	E
376	PARTS	Parts Inventory Management	Provide for ABC classification of parts where classifications, “A” parts are the top 20% of inventory, “B” parts are the next 30%, and “C” parts are the bottom 50% of inventory. Ability for system to automatically assign classifications based off patterns and usage.	Y	TPS	Inventory Module		ABC PARTS CLASSIFICATION IS NOT REQUIRED IN faster. *FASTER*’s parts usage classification process uses the part’s activity and history of movement and is displayed and utilized on-line in the Issue Search and Stock Auto Reorder screens.	$ -	
377	PARTS	Parts Inventory Management	Have the capability to issue and charge parts to an individual or department without having to charge it to a work order. All associated costs must be tracked through the charge ticket	Y	S	Maintenance Module		Create Direct Charge feature	$ -	

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			or billing report. Ability to charge to direct fund/center/account coding. These shall not count towards the work order quantity.							
378	PARTS	Parts Inventory Management	Provide an online screen notes function and print capability for all part records.	Y	S	Inventory Module		Once inquired on the Item note, the print function is reached through "hot key" functionality.	$ -	
379	PARTS	Parts Inventory Management	Have the ability to identify a mark-up percentage by part number.	Y	S	Inventory Module		Price & Warranty tab	$ -	
380	PARTS	Parts Inventory Management	Track all credits to vendors by PO#, invoice #, date, type and description.	Y	S	Accounting Module			$ -	
381	PARTS	Parts Inventory Management	Automatically recalculate the total on the PO # when a credit is issued by vendor.	Y	S	Various Modules		PO are impacted and reflected in real-time from transactions throughout the system.	$ -	
382	PARTS	Parts Inventory Management	Track multiple inventory storerooms and produce an audit trail for transfers among the storerooms.	Y	S	Inventory Module		Standard Inventory Reports	$ -	
383	PARTS	Parts Inventory Management	Provide a process and system for the minimum level and maximum level from the actual order and issue history.						$ -	
384	PARTS	Parts Inventory Management	Ability to edit the values for minimum and maximum into the parts master record.	Y	S	Inventory Module		Master tab	$ -	

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385	PARTS	Parts Inventory Management	Ability to assign quantity for reorder due to volume savings.	Y	S	Inventory Module		Ordering tab	$ -	
386	PARTS	Parts Inventory Management	Ability to input for bulk and freight discounts.	Y	S	Inventory Module			$ -	
387	PARTS	Parts Inventory Management	Ability for parts manager notification to accept and decline order on specific order criteria.	N	NS				$ -	
388	PARTS	Parts Inventory Management	Determine reorder of parts by value of cost, usage and freight costs. If over assigned amount the parts manager will be notified to accept or decline order.	N	NS				$ -	
389	PARTS	Parts Inventory Management	Support a cyclical inventory capability where every part is inventoried over a user-defined time period through a defined number of cycles.	Y	S	Inventory Module		Perform Inventory feature	$ -	
390	PARTS	Parts Inventory Management	Have a parts list capability where lists are created, stored and printed for specific repairs on specific equipment number, year, make, model, class, etc.	Y	S	Inventory Module		Manage Item List feature	$ -	
391	PARTS	Parts Inventory Management	Provide direct access to unlimited stored images associated with each part, i.e., MSDS sheets.	Y	S	Inventory Module		Attachment tabs	$ -	

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392	PARTS	Parts Inventory Management	Provide parts cross referencing capability.	Y	S	Inventory Module		Master tab	$ -	
393	PARTS	Parts Inventory Management	Track equipment warranties from the initial claims to reimbursement received.	Y	S	Asset Module/Reports Module		Warranty Claims tab, Asset Warranty report	$ -	
394	PARTS	Parts Inventory Management	Pop-up window when an invoice number is already in the system.	Y	S	Inventory Module			$ -	
395	PARTS	Parts Inventory Management	Provide Incomplete invoice report.	Y	S	Reports Module		W205 Orders Not Received Report	$ -	
396	PARTS	Parts Inventory Management	Ability to edit invoices through final approvals.	Y	S	Inventory Module		Order/Receipts feature	$ -	
397	PARTS	Parts Inventory Management	Ability to remove parts and notate on record.	Y	S	Inventory Module		Order/Receipts feature/Notes tab	$ -	
398	PARTS	Parts Inventory Management	Wireless scanner for inventory count (hardware and software).	Y	S	Inventory Module		Barcode Add-On (included in quote)	$ -	
399	PARTS	Parts Inventory Management	Inventory adjustments must have a mandatory reason field.	Y		Inventory Module		Perform Inventory feature	$ -	
400	PARTS	Parts Inventory Management	New part return tracking capability (ability to track the return process of a part that was ordered in error or we no longer need).	Y	S	Inventory Module		Transfer In-Out feature	$ -	
401	PARTS	Parts Inventory Management	Core tracking capability.	Y	S	Inventory Module		Ability to track all charges related to an item such as core, hazard fees, disposal fees, etc.	$ -	

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402	PARTS	Parts Inventory Management	Ability to track and review parts fill rate – metric to show parts issuances that come from inventory vs all parts requests.	Y	S				$ -	
403	PARTS	Parts Inventory Management	Ability to track the amount of time between when a part request is entered to when the part request is fulfilled.	Y	S	Reports Module		Item Requested to Available Rate Report	$ -	
404	PARTS	Parts Inventory Management	Ability to manage inventory utilizing the manufacturers SKU #'s.	Y	S	Inventory Module		Master tab	$ -	
405	PARTS	Parts Inventory Management	Ability to communicate or provide an upload/download file with Oracle purchase order module to upload/download PO data in system (align with vendor ID).	Y-ND	S	Integrations		Customer specific integration	$ 20,000.00	E
406	PARTS	Parts Inventory Management	Display in the equipment module all parts issued and the last date issued for each piece of equipment (quick view accessible by anyone).	Y	S	Asset Module		Parts Issued tab	$ -	
407	PARTS	Parts Inventory Management	Ability to create workflow approval for designated group on parts that exceeds a determined amount.	N	NS				$ -	

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408	PARTS	Parts Inventory Management	Ability for technician to order parts electronically. If the parts manager needs more information, the ability to respond electronically within the parts order.	Y	S	Technician Workstation		Electronic Parts Request feature	$ -	
409	P/D	Portal/Dashboard	Customer facing portal and/or dashboard to display historical information for each piece of equipment including:						$ -	
410	P/D	Portal/Dashboard	Monthly or yearly totals by fiscal year or calendar year for:					This information is available in reporting and inline on the Asset Module, not in Customer Portal, or Dashboard. *FASTER* has 20 Dashboard KPI's (Key Performance Indicators) that can be configured by the user. *FASTER* Web's Customer Portal features include: View My Asset, requesting Appointments, Request Service, Maintenance Schedule view, Repair review, and Add Meter Reading.	$ -	
411	P/D	Portal/Dashboard	Fuel costs and quantity	Y	S	Dashboard & Reporting Module		Available in Dashboard and Reporting	$ -	
412	P/D	Portal/Dashboard	Meter type	Y	S	Reports Module		Asset History Report, Asset Utilization Report. Etc...	$ -	
413	P/D	Portal/Dashboard	Labor	Y	S	Reports Module		Asset History Report, Work Order Dollar Summary Report	$ -	
414	P/D	Portal/Dashboard	Sublet	Y	S	Dashboard & Reports Module		Work Order by Status Dashboard & Work Order Sublet by Vendor Report	$ -	
415	P/D	Portal/Dashboard	Credit	Y	S	Reports Module		Active Work Orders by Shop Report, Various Billing Reports	$ -	

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416	P/D	Portal/Dashboard	Accident	Y	S	Dashboard & Reports Modules		Open Work Order by Status Dashboard, Asset History Report	$ -	
417	P/D	Portal/Dashboard	All parts issued to the equipment	Y	S	Asset, Inventory & Reports Modules		Real-Time in Product Searches, Inventory Issue Reports	$ -	
418	P/D	Portal/Dashboard	Must have the ability to customize and hide which fields are visible on customer facing portal.	N	NS				$ -	
419	PM	Preventative Maintenance Management	Generate a PM/annual/semiannual inspection due list by department, class, shop or date.	Y	S	Reports & Maintenance Moduels		PM Due Report, Manage Shop Floor Activity feature	$ -	
420	PM	Preventative Maintenance Management	Support PM frequency by time, miles/hours, fuel consumed or any combination thereof.	Y	S	Asset & Maintenance Modules		PM (Preventative Maintenance) schedules can be uniquely associated to an asset with any combination of multiple criteria, such as time (months/days), meters (miles/hours), or fuel consumption (diesel/unleaded). The system allows an unlimited number of meter types and fuel types per asset. Maintenance scheduling criteria are only limited by the number of meter types and/or fuel types the customer has associated to an asset. In addition, there are actions or tasks that many customers want to differentiate from PMs, such as state inspections, emissions testing, registration renewal, etc. Therefore, *FASTER* Web's service tracking also provides scheduling and notifications. These are called Scheduled Actions	$ -	

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								(SAs). SAs can be driven by meters and/or dates in the same way as PMs.		
421	PM	Preventative Maintenance Management	Automatically update when the next PM is due upon completion of the current PM.	Y	S	Setup Module			$ -	
422	PM	Preventative Maintenance Management	Provide for PM scheduling that supports differences in age, usage and manufacturer.	Y	S	Asset & Maintenance Modules			$ -	
423	PM	Preventative Maintenance Management	Allow for unlimited PM's and frequency of service for each piece of equipment.	Y	S	Asset & Maintenance Modules			$ -	
424	PM	Preventative Maintenance Management	Track unlimited PM's for all components.	Y	S	Asset & Maintenance Modules			$ -	
425	PM	Preventative Maintenance Management	Provide an option for priority scheduling of PM's. This would be determined by the service advisor.	Y	S	Maintenance Module		User defined priority codes can be assigned to any repair.	$ -	
426	PM	Preventative Maintenance Management	Adjust for early/late hierarchically scheduled PM services.	Y	S	Setup Module			$ -	
427	PM	Preventative Maintenance Management	Ability to set up service intervals in the system by make/model for all assets.	Y	S	Maintenance Module		Manage Shop Floor Activity tab	$ -	
428	PM	Preventative Maintenance Management	Include all associated services or recalls currently outstanding in a PM due report. System will specify service by mileage dependent on the vehicle.	Y-ND	S	Reports Module		Custom Report	$ 4,000.00	E

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			Ability to pull data by date range, mileage range, hour range, specific to each department or service type and priorities. Similar data as report #154 in current system.							
429	PM	Preventative Maintenance Management	Provide the ability for flexible PM scheduling based on shift and shop capacity.	Y	S	Maintenance Module		Manage Shop Floor Activity tab	$ -	
430	PM	Preventative Maintenance Management	Provide the ability to manage or modify scheduled PM's.	Y	S	Maintenance Module		Manage Shop Floor Activity tab	$ -	
431	PM	Preventative Maintenance Management	Provide an automatic PM email notification program to remind department or customer of scheduled service. Ability to send out additional updated email if the service is rescheduled.	Y	S	Asset & Maintenance Modules		*FASTER* Web has the ability to send email and text notifications if the customer chooses. *FASTER* Web generates an automatic email notification whenever a particular PM is due or overdue on an asset as well as upcoming vehicle registration/tag expiration, scheduled appointment & motor pool reservation confirmations, etc. Additionally, notifications can be sent to automatically notify customers via email when the equipment, asset, or vehicle is ready for pick up. These notifications are sent to asset contacts identified by the system administrator. The system has a number of Email Templates that are configurable by the customer and employ the ability to dynamically insert customer relevant	$ -	

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								data into the email, such as the Asset Number, VIN, and other fields.		
432	PM	Preventative Maintenance Management	Ability to separate PM schedule and tracking for transit inspections/services. Ability to pull data by date range, mileage range, hour range, and priorities.	Y	S	Asset, Reports & Maintenance Modules		PM's, SA's tab, searches and reports	$ -	
433	PM	Preventative Maintenance Management	Ability to automate daily fuel loads to verify correct mileage for PM scheduling. A pop-up notification if there is a mileage discrepancy.	Y	S	Fuel and Integration Modules		The Process Errors and Rejections tabs	$ -	
434	PM	Preventative Maintenance Management	Ability to schedule a parent/child asset together for any type of service (ex: truck and trailer).	Y	S	Asset Module		PM's & SA's tab	$ -	
435	PM	Preventative Maintenance Tracking	Track unlimited PM cycles for each piece of equipment in any combination by time, meters, fuel consumption, a set monthly date or a set annual date.	Y	S	Asset Module		PM's & SA's tab	$ -	
436	PM	Preventative Maintenance Tracking	Automatically update the next PM due when each job has been completed.	Y	S	Maintenance & Setup Modules		Asset, Setting feature in the Setup Module	$ -	
437	PM	Preventative Maintenance Tracking	Allow users to define the update process for calculation of next PM due using the actual	Y	S	Setup Module		Asset, Setting feature in the Setup Module	$ -	

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			transaction date and current meter or previous date and meter.							
438	PM	Preventative Maintenance Tracking	Provide ability to establish a hierarchy for PM services and define the highest level for the grouping.	Y	S	Setup Module		Asset, Setting feature in the Setup Module	$ -	
439	PM	Preventative Maintenance Tracking	Easily create a shop schedule for a list of PM's due.	Y	S	Maintenance Module			$ -	
440	PM	Preventative Maintenance Tracking	Allow the user to define what working days will be included on the schedule.	Y	S	Setup Module		Configurable Shop Hours	$ -	
441	PM	Preventative Maintenance Tracking	Provide the ability to define the total number and type of PM services included on the schedule.	N	NS				$ -	
442	PM	Preventative Maintenance Tracking	Provide the ability to create a PM services repair record from the PM due listing.	Y-ND	S	Maintenance Module			$ -	F
443	PM	Preventative Maintenance Tracking	Tracking of all types of inspections on assets.	Y	S	Asset Module		PM's & SA's tab	$ -	
444	PM	Preventative Maintenance Tracking	Separate inspection module for building inspections, UST, lift inspections, crane without having to add an asset record.	N	NS			Requires an Asset Record	$ -	
445	SYSTEM	Records Retention	System allows users to select information to purge by:						$ -	

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446	SYSTEM	Records Retention	Type of transaction	N	NS	Asset Module		All transactions related to the asset will be removed	$ -	
447	SYSTEM	Records Retention	Type of record	N	NS	Asset Module		All transactions related to the asset will be removed	$ -	
448	SYSTEM	Records Retention	Date	Y-ND	S	Asset Module			$ -	F
449	SYSTEM	Records Retention	Asset	Y-ND	S	Asset Module			$ -	F
450	SYSTEM	Records Retention	Asset transactions by type after user-defined number of years.	Y-ND	S	Asset Module			$ -	F
451	SYSTEM	Records Retention	System can flag any records and hold for audit or litigation and prevent deletion.	N	NS				$ -	
452	SYSTEM	Records Retention	System accommodates the following record retention processes:						$ -	
453	SYSTEM	Records Retention	Retains records by record type.	Y	S	Several Modules		Several Modules	$ -	
454	SYSTEM	Records Retention	Deletes the record and any referenced metadata at the end of retention period.	Y-ND	S	Setup Module			$ -	F
455	SYSTEM	Records Retention	Does not delete record and any referenced metadata without user approval.	Y	S	Setup Module		Administrative Setup, Users and Roles	$ -	
456	SUPPORT	Remote Diagnostic Capability	To assist in diagnosing software problems or data errors, a remote diagnostic capability should be included in the annual maintenance contract. City	Y	S			The *FASTER* Support team currently utilizes Go-To Assist for remote diagniostics.	$ -	

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			of Roseville IT department recommends attended access. Please provide service or method for remote diagnostics and any related costs.							
457	SYSTEM	Reporting	Support a standard ad hoc report writer.	Y	S	Reports Module		MS Report Builder)SSRS)	$ -	
458	SYSTEM	Reporting	Provide standard reports that provide multiple sort and selection criteria along with drill down capabilities. Please provide a list of all standard reports.	Y	S	Reports Module		97 Standard Reports	$ -	
459	SYSTEM	Reporting	Review current reports and duplicate in system.	N	NS	Custom Reports		The information is available through standard reports and ad-hoc reporting.	$ -	
460	SYSTEM	Reporting - Preventative Maintenance Due	Comprehensive list of all PM's due within a specified date range and variable percentage of meter or fuel consumption.	Y	S	Reports Module		Schedule Maintenance Due Report	$ -	
461	SYSTEM	Reporting - Average Age for Disposed Equipment	Average age of disposed vehicles by company, department or class.	Y	S	Reports Module			$ -	
462	SYSTEM	Reporting - Average Equipment Age by Class	Average age of all vehicles in each equipment class.	Y	S	Reports Module		This is a custom Report	$ -	
463	SYSTEM	Reporting - Dashboard	A dashboard shall be provided to display at minimum the following:						$ -	

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464	SYSTEM	Reporting - Dashboard	Asset availability	Y	S	Dashboard Module		Asset Availability Dashboard	$ -	
465	SYSTEM	Reporting - Dashboard	Technician productivity	Y	S	Dashboard Module		Technician Productivity Dashboard	$ -	
466	SYSTEM	Reporting - Dashboard	Shop turn-around	Y	S	Dashboard Module		Shop Turn Around Dashboard	$ -	
467	SYSTEM	Reporting - Dashboard	PM compliance	Y	S	Dashboard Module		PM Compliance Dashboard	$ -	
468	SYSTEM	Reporting - Dashboard	Cost per meter	Y	S	Dashboard Module		Cost Per Meter Dashboard	$ -	
469	SYSTEM	Reporting - Dashboard	Comeback repairs	Y	S	Dashboard Module		Comeback Repairs Dashboard	$ -	
470	SYSTEM	Reporting - Dashboard	Utilization	Y	S	Dashboard Module		Utilization Dashboard	$ -	
471	SYSTEM	Reporting - Dashboard	Open WO by status	Y	S	Dashboard Module		Open WO by Status Dashboard	$ -	
472	SYSTEM	Reporting - Dashboard	Scheduled/non-scheduled repairs comparison	Y	S	Dashboard Module		Schedule VS Non-Scheduled Repairs Dashboard	$ -	
473	SYSTEM	Reporting - Dashboard	Inventory turn	Y	S	Dashboard Module		Inventory Turn Dashboard	$ -	
474	SYSTEM	Reporting - Dashboard	Average age of asset	Y	S	Dashboard Module		Average Age of Asset Dashboard	$ -	
475	SYSTEM	Reporting - Dashboard	Current count of vehicles in spec mode by fiscal year	Y	S	Dashboard Module			$ -	
476	SYSTEM	Reporting - Deferred Maintenance	Ability to track and report of deferred maintenance and backlog work requests.	Y	S	Maintenance Module/Reports Module		Inline , real-time search and standard reports	$ -	
477	SYSTEM	Reporting - Downtime Tracker	Tracking the amount of time in days and hours that a piece of equipment was out of service and	Y	S	Maintenance Module/Reports Module		Downtime hours are automatically calculated using the Work Order Status Code and the Availability Code information assigned to the asset. Work	$ -	

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			unavailable to the user during their operational timeframe.					Order status codes are user configurable to match your specific process and are designated with either downtime or non-downtime tracking flags. Downtime is viewable in real time from the Maintenance module, Downtime tab as well through the Dashboard. The Reports Module includes several downtime based standard reports.		
478	SYSTEM	Reporting - Equipment & Assets	Usage miles driven within a timeframe by equipment, class and/or department.	Y	S	Reports Module		Asset Utilization Report	$ -	
479	SYSTEM	Reporting - Equipment & Assets	Scheduled maintenance due.	Y	S	Reports Module		Scheduled Maintenance Due Report	$ -	
480	SYSTEM	Reporting - Equipment & Assets	Asset list with cost information.	Y	S	Reports Module		Asset List with Cost Report	$ -	
481	SYSTEM	Reporting - Equipment & Assets	Asset replacement balance.	Y	S	Reports Module		Asset Replacement Report	$ -	
482	SYSTEM	Reporting - Equipment & Assets	Asset master list.	Y	S	Reports Module		Asset Master List Report	$ -	
483	SYSTEM	Reporting - Equipment & Assets	Straight line depreciation.	Y	S	Reports Module		Straight line Depreciation Report	$ -	
484	SYSTEM	Reporting - Equipment & Assets	Asset inventory snapshot.	Y	S	Reports Module		Asset Inventory Snapshot	$ -	
485	SYSTEM	Reporting - Equipment & Assets	History report.	Y	S	Reports Module		Asset History Report	$ -	

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486	SYSTEM	Reporting - Equipment & Assets	Surplus report – price and date.	Y	S	Reports Module		Asset Replacement Report - Identify assets in need of replacement and project costs.	$ -	
487	SYSTEM	Reporting - Equipment & Assets	Equipment List - Current and life-to-date meter information with ability to sort by class, year, department, shop or site.	Y-ND	S	Reports Module		Modification to Standard Report. Add Site	$ -	F
488	SYSTEM	Reporting - Equipment Audit	Audit trail of changes to company, department, equipment key and deletions in the system's equipment records.	Y	S				$ -	
489	SYSTEM	Reporting - Equipment History Cost & Quantity	Detailed history of equipment costs by month and year, including all costs broken out by:						$ -	
490	SYSTEM	Reporting - Equipment History Cost & Quantity	Accident	Y	S	Asset/Reports Modules		Inline real-time search and standard reports	$ -	
491	SYSTEM	Reporting - Equipment History Cost & Quantity	Maintenance and repair	Y	S	Asset/Reports Modules		Inline real-time search and standard reports	$ -	
492	SYSTEM	Reporting - Equipment History Cost & Quantity	Fuel and other fluid quantities	Y	S	Asset/Fuel/Reports Modules		Inline real-time search and standard reports	$ -	
493	SYSTEM	Reporting - Equipment History Cost & Quantity	Miles per gallon and cost per mile calculations	Y	S	Asset/Reports Modules		Inline real-time search and standard reports	$ -	

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494	SYSTEM	Reporting - Excel	Ability to run customizable reports from the table files using Excel.	Y	TPS	Reports Module		Requires Excel	$ -	
495	SYSTEM	Reporting - Fuel	Meter Exception – Identifies vehicles/operators with potential invalid meter information.	Y	S	Reports Module		Meter Exception Report	$ -	
496	SYSTEM	Reporting - Fuel	Fuel transaction report Non-fueled assets.	Y	S	Reports Module		Fuel Transaction and Non-Fuel Assets Report	$ -	
497	SYSTEM	Reporting - Fuel	Fuel usage detail.	Y	S	Reports Module		Fuel Usage Detail Report	$ -	
498	SYSTEM	Reporting - Fuel	Fuel by fuel type summary.	Y	S	Fuel Module		Using the Advanced Search users can search by Fuel Type and report the results to Word, Excel or .CSV formats. Ad hoc reporting feature.	$ -	
499	SYSTEM	Reporting - Fuel	Fuel tank readings.	Y	S				$ -	
500	SYSTEM	Reporting - Fuel	Fuel delivery report.	Y	S				$ -	
501	SYSTEM	Reporting - General	System allows ad-hoc query on any field in system.	Y	S	Advanced Search feature throughout the system		*FASTER* Web has powerful, comprehensive search capability that allows fast onscreen viewing of data throughout all modules of the system. Through the Advanced search feature, you can select multiple criteria to narrow down the results you need. Search results columns can be configured by the user to meet specific needs, such as multi-level grouping and sorting. Results can easily and quickly be exported to Microsoft Word, Excel, or CSV.	$ -	

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502	SYSTEM	Reporting - General	Queries can be saved.	N	NS	Advanced Search feature throughout the system			$ -	
503	SYSTEM	Reporting - General	Saved queries and reports are only accessible by users with appropriate security (i.e. access to the data fields used by the query or report).	N	NS	Setup Module			$ -	
504	SYSTEM	Reporting - General	System provides dash boarding tools to present data.	Y	S	Dashboard Module		*FASTER* Web has two ways for business users to quickly produce graphic ad hoc reports. The first is that *FASTER* Web has 20-standard dashboards that are configurable. They are real-time and permit the user to click on data sets to drill deep into the system to explore what's behind the data. The second is explained below.	$ -	
505	SYSTEM	Reporting - General	System has ability to create custom, complex reports base on security and roles.	Y	S	Reports Module			$ -	
506	SYSTEM	Reporting - General	Reports can be scheduled and distributed (via email or dashboard).	Y	S			Reports can be distributed via emailed. Scheduling is available for On-Prem only.	$ -	
507	SYSTEM	Reporting - General	System has drill-down capabilities to access source data in the system (if possible).	Y	S	Throughout the system		Various reports, Dashboards, Searches all have drill down capabilities	$ -	
508	SYSTEM	Reporting - Master Equipment List	Year, make, model.	Y	S	Reports Module		Master List report provides asset number and description with year, make and model, serial number, license number, department, current meter information, and acquire date.	$ -	

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509	SYSTEM	Reporting - Master Equipment List	Department.	Y	S	Reports Module		Master List report provides asset number and description with year, make and model, serial number, license number, department, current meter information, and acquire date.	$ -	
510	SYSTEM	Reporting - Master Equipment List	Class.	Y	S	Reports Module		Master List report parameter includes asset class.	$ -	
511	SYSTEM	Reporting - Master Equipment List	Acquired date with ability to sort by license number.	Y	S	Reports Module		Master List report allows the user to sort by License	$ -	
512	SYSTEM	Reporting - Master Equipment List	Serial number or employee code.	Y	S	Reports Module		Master List report allows the user to sort by VIN/Serial number	$ -	
513	SYSTEM	Reporting - Mileage Exceptions	Vehicles outside the minimum and maximum meter reading limits to identify high or low usage.	Y	S	Reports Module		Meter Exception Report	$ -	
514	SYSTEM	Reporting - Operations	Repair comeback – track individual comebacks and shop percentages.	Y-ND	S	Reports Module		Modification to Standard Report - add Percentage to existing report	$ -	F
515	SYSTEM	Reporting - Operations	Work order details by date report and work order	Y	S	Reports Module		Work Order Details by Work Order Report	$ -	
516	SYSTEM	Reporting - Operations	Work order sublet by vendor	Y	S	Reports Module		Work Order Sublet by Vendor Report	$ -	
517	SYSTEM	Reporting - Operations	Work order dollar summary	Y	S	Reports Module		Work Order Dollar Summary Report	$ -	
518	SYSTEM	Reporting - Operations	Possible comeback report	Y	S	Reports Module		Possible Comeback Report	$ -	
519	SYSTEM	Reporting - Operations	PM labor percentage	Y	S	Reports Module		PM Labor Percentage Report	$ -	

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520	SYSTEM	Reporting - Operations	Repair reason frequency	Y	S	Reports Module		Repair Reason Frequency Report	$ -	
521	SYSTEM	Reporting - Operations	Fleet availability report	Y	S	Reports Module		Fleet Availability Report	$ -	
522	SYSTEM	Reporting - Operations	Technical labor activity report	Y	S	Reports Module		Technician Labor Activity Report	$ -	
523	SYSTEM	Reporting - Parts	Parts inventory	Y	S	Reports Module		Parts Inventory Report	$ -	
524	SYSTEM	Reporting - Parts	Parts issue report	Y	S	Reports Module		Parts Issue Report	$ -	
525	SYSTEM	Reporting - Parts	Vendor purchase order list	Y	S	Reports Module		Vendor Purchase Order Report	$ -	
526	SYSTEM	Reporting - Parts	Parts received	Y	S	Reports Module		Parts Received Report	$ -	
527	SYSTEM	Reporting - Parts	Orders not received	Y	S	Reports Module		Orders not Received Report	$ -	
528	SYSTEM	Reporting - Parts	Parts reorder report	Y	S	Reports Module		Inventory Order Recommendation Report	$ -	
529	SYSTEM	Reporting - Parts	Part transfer report	Y	S	Reports Module		Parts Transfer Report	$ -	
530	SYSTEM	Reporting - Parts	Vendor returns report	Y	S	Reports Module		Vendor Returns Report	$ -	
531	SYSTEM	Reporting - Parts	Fleet availability report	Y	S	Reports Module		Fleet Availability Report	$ -	
532	SYSTEM	Reporting - Parts	Direct charge transactions	Y	S	Reports Module		Direct Charge Transactions Report	$ -	
533	SYSTEM	Reporting - Parts	Parts surplus report	Y	S	Report Module		Inventory Surplus Report	$ -	
534	SYSTEM	Reporting - Parts	Parts obsolescence report	Y	S	Reports Module		Inventory Obsolescence Report	$ -	
535	SYSTEM	Reporting - Parts	Inventory movement report	Y	S	Reports Module		Inventory Movement Report	$ -	
536	SYSTEM	Reporting - Parts	Part transaction detail report	Y	S	Reports Module		Inventory Transaction Detail Report	$ -	

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537	SYSTEM	Reporting - Parts	Inventory discrepancy report	Y	S	Reports Module		Inventory Discrepancy Report	$ -	
538	SYSTEM	Reporting - Parts	Part inventory turns report	Y	S	Reports Module		Parts Inventory Turns Reports	$ -	
539	SYSTEM	Reporting - Parts	Value of perpetual inventory report	Y	S	Reports Module		Inventory Snapshot Report-This is a report by storeroom showing a summary of quantities and dollar values of the selected snapshot.	$ -	
540	SYSTEM	Reporting - Parts	Core tracking capability (we want the ability to track a core from the moment it's charged to when we receive the credit.	Y	S	Inventory Module		Ability to track all charges related to an item such as core, hazard fees, disposal fees, etc.	$ -	
541	SYSTEM	Reporting - Preventative Maintenance Compliance	Completed PM's flagging those done on time and showing the compliance percentage.	Y	S	Reports Module/PM Compliance Dashboard		PM and SA Completion Information Report, PM Compliance Dashboard	$ -	
542	SYSTEM	Reporting - Sold Vehicle Report	Vehicle ID	Y	S	Reports Module		Asset Auction Report	$ -	
543	SYSTEM	Reporting - Sold Vehicle Report	Asset ID	Y	S	Reports Module		Asset Auction Report	$ -	
544	SYSTEM	Reporting - Sold Vehicle Report	Total acquisition cost	Y	S	Reports Module		Asset Auction Report	$ -	
545	SYSTEM	Reporting - Sold Vehicle Report	Date sold	Y	S	Reports Module		Asset Auction Report	$ -	
546	SYSTEM	Reporting - Sold Vehicle Report	Amount sold	Y	S	Reports Module		Asset Auction Report	$ -	

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547	SYSTEM	Reporting - Sold Vehicle Report	Field to show cash receipt number	Y	S	Reports Module		Field to show cash receipt is on the Life Cycle Billing tab in the Disposal section.	$ -	
548	SYSTEM	Reporting - Sold Vehicle Report	Field or note if vehicle is grant funded	Y	S	Reports Module		Field to show grant funded is on the Master tab in the Custom Specification section.	$ -	
549	SYSTEM	Reporting - Specific Reporting	Ad-Hoc reports	Y	S	Throughout the system		Each system module has a robust Advanced Search feature with an array of parameters that permits business users to quickly create ad hoc reports. The resulting report can have its parameters further modified and you can also filter and sort as well as move columns and headers or even omit columns and headers. The report generated from each Advanced Search can be exported to Word, Excel, PDF, and CSV. Secondly, *FASTER* Web has over 100-standard reports that each have a broad array of parameters business users can choose from. The resulting report can be exported to Word, Excel, PowerPoint, PDF, MHTML, TIFF, CSV, XML and Data Feed.	$ -	
550	SYSTEM	Reporting - Specific Reporting	Parts tax & freight #54	Y	S	Reports Module		Items received report displays: Invoice #, Item (Part) #, Item Description, Receiving User, Created Date, Unit Price, Shipping, Tax, Other charges, Total Cost, Invoice Totals, Payment Info.	$ -	
551	SYSTEM	Reporting - Specific Reporting	Work order parts cost by part ID #57	Y	S	Reports Module		Items Issued report displays: Work Order #, Asset #, Item #, Organization, Item Name, Date Created, Repair Type,	$ -	

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								Issuing User, Qty, Issue Price and Extended Cost.		
552	SYSTEM	Reporting - Specific Reporting	Work orders closed by date range #71	Y	S	Reports Module		Fleet Work Order Activity report is close date.	$ -	
553	SYSTEM	Reporting - Specific Reporting	Work order detail by equipment #89	Y	S	Reports Module			$ -	
554	SYSTEM	Reporting - Specific Reporting	Equipment master sort #117	Y	S	Reports Module		Asset Master List Report	$ -	
555	SYSTEM	Reporting - Specific Reporting	Fuel detail #138	Y-ND	S	Reports Module		Related to the following Specific Reports that have a cost associated: *FASTER* is responding with a cost with the understanding that the format and all columns of the report are required. Most customers discover during implementation that the *FASTER* Web reports provide the vast majority of their reporting needs and will often choose to cancel custom reports.	$ 2,500.00	E
556	SYSTEM	Reporting - Specific Reporting	Fuel usage summary #140	Y-ND	S	Reports Module		Custom Report. Oil is tracked as a part in *FASTER* Web and tracking of oil is displayed in the Asset History report, not the Fuel Usage Detail Report.	$ 2,500.00	E
557	SYSTEM	Reporting - Specific Reporting	Assigned PM codes #142	Y-ND	S	Reports Module		Custom Report. A complete listing of PM codes is viewable in the application, Setup Module.	$ 5,000.00	E
558	SYSTEM	Reporting - Specific Reporting	Part inventory level valuation #143	Y-ND	S	Reports Module		*FASTER*'s Perpetual Inventory Report displays the following: Fleet Organization, Part #, Parts Room, Part Name, Computed QTY, Avg Unit Cost, AVG Tax Cost, AVG Shipping, AVG Other Charges, AVG Total Unit Cost, AVG	$ 5,000.00	E

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								Extended Cost. To match report 143 example woyld be customization.		
559	SYSTEM	Reporting - Specific Reporting	Next PM due #154	Y-ND		Reports Module		*FASTER*'s Scheduled Maintenance Due Report displays: Fleet Organization, Asset Number, Financial Ref #, Year, Make, Model, VIN/Serial #, License, PM Type, Cycle, Current Meter, Next Due, Amount Over Due, Amount Till Due In, Next Level. To match the existing report example 154 Next PM Due, would be a customization.	$ 5,000.00	E
560	SYSTEM	Reporting - Specific Reporting	Open work orders #155	Y-ND	S	Reports Module		*FASTER*'s Fleet Work Order Activity Report parameters include Work Order Status code and displays: Fleet Organization, Shop, Asset #, Work Order #, Work Order Status, Work Order Priority, Date Opened, Date Closed or Current Date, Hours Open Total Cost, Total with Markup, Total Billing	$ 2,500.00	E
561	SYSTEM	Reporting - Specific Reporting	Parts ledger #158	Y-ND	S	Reports Module		*FASTER*'s Inventory Report displays: Organization, Item #, Item Name, Bin Location, Qty in Stock, Reserved QTY, Unaccepted Transfer QTY, Unshipped Ret Uss QTY, $ AVG True Cost, Default Markup, $ AVG True Cost w/Markup, $ Stock Ext Value, $ Stock Ext Value/Markup. To match the Parts ledger report, example 158 would be a customization.	$ 2,500.00	E
562	SYSTEM	Reporting - Specific Reporting	Current inventory worksheet #165 & 407	Y-ND	S	Reports Module		*FASTER*'s Inventory Count Sheet Report displays: Organization, Bin Location, Alternate Location, Item #, Item Name, Stock, True Cost, Actual QTY (if desired), Pending Action QTY, Available QTY, Phys	$ 2,500.00	E

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								Count column to enter counts. To mirror the current inventory work sheet would be a customization.		
563	SYSTEM	Reporting - Specific Reporting	Work order status #315	Y	S	Reports Module		Active Work Order by Shop Report	$ -	
564	SYSTEM	Reporting - Specific Reporting	Equipment status #361	Y-ND	S	Reports Module		Custom Report	$ 2,500.00	E
565	SYSTEM	Reporting - Specific Reporting	Inventory report #377	Y-ND	S	Reports Module		*FASTER*'s Inventory Report displays: Organization, Storeroom, Item #, Item Category, Item Name, BIN Location, QTY is Stock, Reserved QTY, Unaccepted Ret Iss QTY, Unshipped Ret Iss QTY, Unshipped Ret Inv QTY, % AVG True Cost, $ Stock Ext Value, $Stock Ext Value/Markup Custom Report	$ 2,500.00	E
566	SYSTEM	Reporting - Specific Reporting	Part stock levels #398	Y-ND	S	Reports Module		*FASTER*'s Inventory Order Recommendation Report displays: Organization, Vendor, Item #, Item Name, Date Last Issued, Contact, Phone, Email, FAX, Qty Issue Past Year, Vendor Item Number, Unit Cost, Reorder Level, High Level, QTY on Order, Available QTY, QTY Needed, Unit of Order.	$ 2,500.00	E
567	SYSTEM	Reporting - Specific Reporting	Non-stocking parts inventory #405	Y	S	Reports Module		Inventory Report	$ -	
568	SYSTEM	Reporting - Specific Reporting	Physical Inventory worksheet for active parts#407	Y-ND	S	Reports Module		Inventory Count Sheet Report - UOM field will need to be added to standard report	$ 1,000.00	E
569	SYSTEM	Reporting - Specific Reporting	Fuel by fuel type summary #419	Y-ND	S	Reports Module		Markup column would need to be added the Fuel Usage Report.	$ 2,500.00	E

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570	SYSTEM	Reporting - Specific Reporting	Asset replacement #7350	Y-ND	S	Reports Module		Life and FL-Acct would need to be added to the Asset Replacement report.	$ 1,000.00	E
571	SYSTEM	Reporting - Specific Reporting	Accounting fuel report #7351	Y-ND	S	Reports Module		Current Status will need to be added to the Fuel Usage Detail report	$ 1,000.00	E
572	SYSTEM	Reporting - Specific Reporting	Accounting accident report #7352	Y	S	Reports Module		Work Order Details Report	$ -	
573	SYSTEM	Reporting - Specific Reporting	Accounting vehicle prep report #7353	Y-ND	S	Reports Module		Model Code and Manufacturer will need to be added to the Work Order Dollar Summary report.	$ 1,000.00	E
574	SYSTEM	Reporting - Specific Reporting	Accounting special maintenance report #7354	Y-ND	S	Reports Module		Model Code and Manufacturer will need to be added to the Work Order Dollar Summary report.	$ 1,000.00	E
575	SYSTEM	Reporting - Specific Reporting	Accounting rent report #7355	Y-ND	S	Reports Module		Manufacturer and Model will need to be added to the Rental Information report.	$ 1,000.00	E
576	SYSTEM	Reporting - Specific Reporting	Accounting total billing #7356	Y	S	Reports Module		Asset History Report	$ -	
577	SYSTEM	Reporting - Specific Reporting	Mechanic Labor (direct and indirect) #7358	Y	S	Reports Module		Technician Accountability Summary Report	$ -	
578	SYSTEM	Reporting - Specific Reporting	Asset replacement analysis annual #7391	Y-ND	S	Reports Module		*FASTER* Web provides the required asset replacement data in product and in various reports. Combining all data into a single report will be a customization.	$ 5,000.00	E
579	SYSTEM	Reporting - Specific Reporting	Fuel delivery report –Fuel Data Systems	Y-ND	S	Reports Module		*FASTER* Web has a fuel details report that provides much of the same data. To match the exact format and columns will be a customization.	$ 2,500.00	E

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580	SYSTEM	Reporting - Technician Efficiency	Tracking technician's individual efficiency rating against standard repair times.	Y	S	Reports Module		Technician Efficiency Report	$ -	
581	SYSTEM	Reporting - Technician Productivity	Tracking indirect vs. direct time per technicians based on available hours.	Y	S	Reports Module		Technician Accountability Report	$ -	
582	SYSTEM	Reporting - Vehicle Inventory Report	Vehicle ID.	Y	S	Reports Module & Advanced Search Ad-Hoc Reporting		Various Asset Reports	$ -	
583	SYSTEM	Reporting - Vehicle Inventory Report	Asset ID.	Y	S	Reports Module & Advanced Search Ad-Hoc Reporting		Various Asset Reports	$ -	
584	SYSTEM	Reporting - Vehicle Inventory Report	Total acquisition cost.	Y	S	Reports Module		Asset List with Cost information Report	$ -	
585	SYSTEM	Reporting - Vehicle Inventory Report	Date in service.	Y	S	Reports Module		Asset Replacement Report	$ -	
586	SYSTEM	Reporting - Vehicle Inventory Report	Vehicle status (Active, In-service, Motorpool, Surplus, Sold).	Y	S	Asset Module		Asset List with Cost information Report	$ -	
587	SYSTEM	Reporting - Vehicle Inventory Report	Fleet (owner).	Y	S	Reports Module		Various reports, Dashboards, Searches all have drill down capabilities	$ -	
588	SYSTEM	Reporting - Vehicle	GL Accounts – fund and center.	Y	S	Reports Module		Accounting Reports	$ -	

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		Inventory Report								
589	SYSTEM	Reporting - Vehicle Inventory Report	Includes history of vehicle transfer of ownership or status.	Y	S	Reports Module		Reassign History Report	$ -	
590	SYSTEM	Reporting - Vehicle Inventory Report	If vehicle is grant funded.	Y	S	Reports Module			$ -	
591	SYSTEM	Reporting - Vehicle Replacement Analysis	Identifies equipment to be replaced based on:						$ -	
592	SYSTEM	Reporting - Vehicle Replacement Analysis	Customer/Department number	Y	S	Reports Module		Asset Replacement Report	$ -	
593	SYSTEM	Reporting - Vehicle Replacement Analysis	Unit ID number	Y	S	Reports Module		Asset Replacement Report	$ -	
594	SYSTEM	Reporting - Vehicle Replacement Analysis	Year	Y	S	Reports Module		Asset Replacement Report	$ -	
595	SYSTEM	Reporting - Vehicle Replacement Analysis	Make	Y	S	Reports Module		Asset Replacement Report	$ -	
596	SYSTEM	Reporting - Vehicle Replacement Analysis	Model	Y	S	Reports Module		Asset Replacement Report	$ -	

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597	SYSTEM	Reporting - Vehicle Replacement Analysis	Type of asset	Y	S	Reports Module		Asset Replacement Report	$ -	
598	SYSTEM	Reporting - Vehicle Replacement Analysis	Total Cost at original purchase date (including build-outs)	Y	S	Reports Module		Asset List with Cost Information Report	$ -	
599	SYSTEM	Reporting - Vehicle Replacement Analysis	In-service date and life expectancy	Y	S	Reports Module		Asset Replacement Report	$ -	
600	SYSTEM	Reporting - Vehicle Replacement Analysis	Monthly maintenance cost	Y	S	Reports Module/Asset Module History tab		Asset History report is date driven and on the Asset History tab of the asset record, costs can be viewed by month and easily exported to an ad-hoc report.	$ -	
601	SYSTEM	Reporting - Vehicle Replacement Analysis	Total to date	Y	S	Reports Module/Asset Module History tab		Asset History report is date driven and on the Asset History tab of the asset record, costs can be viewed by month and easily exported to an ad-hoc report.	$ -	
602	SYSTEM	Reporting - Vehicle Replacement Analysis	Mileage	Y	S	Reports Module		Various reports, Dashboards, Searches all have drill down capabilities	$ -	
603	SYSTEM	Reporting - Vehicle Replacement Analysis	Total cost of repairs (by date range)	Y	S	Reports Module		Work Order Dollar Summary Report and others		
604	SYSTEM	Reporting - Vehicle Replacement Analysis	Age of asset	Y	S	Reports and Dashboard Modules		AVG Age and Cost Per Meter Report	$ -	
605	SYSTEM	Reporting - Vehicle	Non-metered equipment	Y	S	Reports Module		Various reports, Dashboards, Searches all have drill down capabilities	$ -	

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		Replacement Analysis								
606	SYSTEM	Reporting - Vehicle Replacement Analysis	System calculated vehicle replacement program	Y	S	Reports and Asset Modules		Asset Replacement Report and on the Asset record viewable inline and real-time	$ -	
607	SYSTEM	Reporting - Vehicle Replacement Analysis	Ability to track by date range of status, department and expected order and receive date.	Y	S	Reports Module		Various Reports and Searches	$ -	
608	SYSTEM	Reporting - Vehicle Replacement Analysis	Vehicle ID.	Y	S	Reports Module		Asset Replacement Report	$ -	
609	SYSTEM	Reporting - Vehicle Replacement Analysis	Asset ID.	Y	S	Reports Module		Asset Replacement Report	$ -	
610	SYSTEM	Reporting - Vehicle Replacement Analysis	Vehicle Status (Active, In-service, Motorpool. Surplus, Sold).	Y	S	Reports Module		Asset Replacement Report	$ -	
611	SYSTEM	Reporting - Vehicle Replacement Analysis	Fleet (owner).	Y	S	Reports Module		Asset Replacement Report	$ -	
612	SYSTEM	Reporting - Vehicle Replacement Analysis	GL accounts – fund and center.	Y	S	Asset Record/Life Cycle Billing tab		Information is viewable online, in product	$ -	
613	SYSTEM	Reporting - Vehicle Replacement Analysis	FL Accounts – set up once a new vehicle is added or when ownership is	Y	S	Asset Record/Life Cycle Billing tab/Master Tab		Acquisition/Custom Specification features	$ -	

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			transferred to different fund.							
614	SYSTEM	Reporting - Vehicle Replacement Analysis	Total acquisition cost.	Y	S	Reports Module		Various Reports	$ -	
615	SYSTEM	Reporting - Vehicle Replacement Analysis	Monthly vehicle replacement charges.	Y	S	Asset Module		Viewable on the Life Cycle Billing tab	$ -	
616	SYSTEM	Reporting - Vehicle Replacement Analysis	YTD & LTD vehicle replacement balance.	Y	S	Reports & Asset Modules		Asset Replacement Report and viewable in line the Life Cycle Billing tab	$ -	
617	SYSTEM	Reporting - Vehicle Utilization	Vehicle utilization report based on user defined parameters.	Y	S	Reports Module		Asset Utilization Report	$ -	
618	SYSTEM	Security	System uses role based security where security roles are tied to:						$ -	
619	SYSTEM	Security	Positions	Y	S	Setup Module		Manage Security feature - *FASTER* Web has a role-based security model that includes two levels of permissions. Role-level permissions indicate what actions each role member can perform, view only, add, edit, or delete. You can customize as many roles as your processes require. Typical roles include Administrator, Fleet Manager, Supervisor, Parts Manager, Technician, and Customer. User level permissions are set for the different Modules, Organizations, Maintenance Shops, and Storerooms.	$ -	

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								These permissions determine the area(s) of the application that the user can access including the different screens and work flows such as PM management, Meters, Work Order Parts vs. Labor, and Inventory Ordering vs. Receiving.		
620	SYSTEM	Security	Users	Y	S	Setup Module		Manage Security feature	$ -	
621	SYSTEM	Security	Security profiles can be assigned to provide access/permission based on:						$ -	
622	SYSTEM	Security	User	Y	S	Setup Module		Manage Security feature	$ -	
623	SYSTEM	Security	Role	Y	S	Setup Module		Manage Security feature	$ -	
624	SYSTEM	Security	Position	Y	S	Setup Module		Manage Security feature	$ -	
625	SYSTEM	Security	Job Function	Y	S	Setup Module		Manage Security feature	$ -	
626	SYSTEM	Security	Group of users, roles, or positions	Y	S	Setup Module		Manage Security feature	$ -	
627	SYSTEM	Security	Security settings can be set for:						$ -	
628	SYSTEM	Security	Module	Y	S	Setup Module		Manage Security feature	$ -	
629	SYSTEM	Security	Screen and menu	Y	S	Setup Module			$ -	
630	SYSTEM	Security	Report	Y	S	Setup Module		Permissions can be assigned to report categories. For example, users can be denied permission to all Asset reports. Permissions can not be assigned to individual reports.	$ -	

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631	SYSTEM	Security	Process/Transaction	Y	S	Setup Module			$ -	
632	SYSTEM	Security	Record	N	NS	Setup Module			$ -	
633	SYSTEM	Security	Field	N	NS	Setup Module			$ -	
634	SYSTEM	Security	Security supports leading Identity Management methods (2-3 factor authentication).	Y	TPS	Setup Module		*FASTER* Web can provide multi-factor authentication through a third party integration with an identity provider.	$ -	
635	SYSTEM	Security	Sensitive/private data can be masked (hidden from user) during data entry.	N	NS				$ -	
636	SYSTEM	Security	All data has capability of being encrypted when stored.	Y	S	System		System	$ -	
637	SYSTEM	Security	All data is encrypted when accessed via:						$ -	
638	SYSTEM	Security	At rest	Y	S	Database			$ -	
639	SYSTEM	Security	In transit	Y	S				$ -	
640	SYSTEM	Security	Disconnects or locks out user session during designated periods of inactivity.	Y	S				$ -	
641	SYSTEM	Security	System to lock out or disconnect a user after a specified number of invalid login attempts.	Y	S				$ -	
642	SYSTEM	Security	System support strong passwords (combination of letters, numbers, and symbols).	Y	S	System		*FASTER* Web's native user account management allows application administrators to enforce strong password usage for *FASTER* Web.	$ -	

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								Additionally, administrators can integrate *FASTER* Web with their Active Directory (AD) deployment to leverage strong password policies managed by AD. When configured appropriately, the Active Directory Federation Service (AD FS) integration with *FASTER* Web allows for additional strong authentication methods.		
643	SYSTEM	Security	Prevents users from using same password.	Y	TPS	Setup Module		*FASTER* Web can prevent users from reusing passwords through a third party integration with an identity provider.	$ -	
644	SYSTEM	Security	System to require users to change their password after a specified length of time.	Y	S	Setup Module		Only when using AD	$ -	
645	SYSTEM	Security	System administrator can set a role based security profile to define a user's authorization to:						$ -	
646	SYSTEM	Security	Log on	Y	S	Setup Module		Administrative Setup feature	$ -	
647	SYSTEM	Security	Log on Times - for example, certain positions can be prevented from access after midnight	N	NS				$ -	
648	SYSTEM	Security	Add data	Y	S	Setup Module		Administrative Setup feature	$ -	
649	SYSTEM	Security	Delete data	Y	S	Setup Module		Administrative Setup feature	$ -	
650	SYSTEM	Security	Change data	Y	S	Setup Module		Administrative Setup feature	$ -	
651	SYSTEM	Security	View data	Y	S	Setup Module		Administrative Setup feature	$ -	

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652	SYSTEM	Security	Change fields / add fields	Y	S	Setup Module		Administrative Setup feature	$ -	
653	SYSTEM	Security	Optional active directory (AD) integration	Y	S	Setup Module		## #####	$ -	
654	SYSTEM	Security	capability for Multi-factor Authentication (MFA) and Single Sign On (SSO)	Y	TPS	Setup Module		*FASTER* Web can provide multi-factor authentication and single sign-on through a third party integration with an identity provider.	$ -	
655	SUPPORT	Solutions/Patches	Solution patches and updates must be developed in such a way so as to not adversely impact performance for daily business hours (5am – 10pm). If it can't be designed in such a way that it won't impact performance, there must be a way for any updates/patches to be scheduled during non-peak times or after hours.	Y	S	Support		As new releases occur, your *FASTER* Hosted and/or SaaS environment will be upgraded off-hours to insure there is no disruption to your work.	$ -	
656	TW	Technician Workstation	Using a workstation on the shop floor, technicians can sign on/off to work orders as they begin and complete each repair.	Y	S	Technician Workstation (TWS)		TWS provides powerful process to make work easier and efficient for your staff. For example parts can be ordered from within TWS, history viewed as well as many other features that are useful to Technicians. For example, a one-touch feature permits a Technician to log-off his current job and log-on to a job if they are assisting another Technician. And when they finish assisting, they can quickly log back on their job.	$ -	

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657	TW	Technician Workstation	Provide the ability to add notes to the work order.	Y	S	Technician Workstation and Maintenance Modules		Work Order Notes tab and Repair Notes tab	$ -	
658	TW	Technician Workstation	Provide the ability to search for specific work orders and work previously performed on a piece of equipment.	Y	S	TWS and Maintenance Modules		Search feature	$ -	
659	TW	Technician Workstation	Provide searches for specific repairs and/or timeframes on a piece of equipment by:						$ -	
660	TW	Technician Workstation	Alternative part number: an equivalent part number	Y	S	Inventory Module		Search feature - Technicians can be given permissions to the Inventory Module to search.	$ -	
661	TW	Technician Workstation	Industry part class code.	Y	S	Inventory Module		Search feature	$ -	
662	TW	Technician Workstation	Part category: a code that defines the way parts are grouped	Y	S	Inventory Module		Search feature	$ -	
663	TW	Technician Workstation	Part catalog number	Y	S	Inventory Module		Search feature	$ -	
664	TW	Technician Workstation	Description	Y	S	Inventory Module		Search feature	$ -	
665	TW	Technician Workstation	Location	Y	S	Inventory Module		Search Feature	$ -	
666	TW	Technician Workstation	Manufacturer's part number	Y	S	Inventory Module		Search feature	$ -	
667	TW	Technician Workstation	Material safety data sheet #	Y	S	Inventory Module		Search feature	$ -	
668	TW	Technician Workstation	Non stock parts	Y	S	Inventory Module		Search feature	$ -	

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669	TW	Technician Workstation	Part number	Y	S	Inventory Module		Search feature	$ -	
670	TW	Technician Workstation	Part usage code	Y	S	Inventory Module		Search feature	$ -	
671	TW	Technician Workstation	Part status: active, closed, etc.	Y	S	Inventory Module		Search feature	$ -	
672	TW	Technician Workstation	Storeroom	Y	S	Inventory Module		Search feature	$ -	
673	TW	Technician Workstation	Part type	Y	S	Inventory Module		Search feature	$ -	
674	TW	Technician Workstation	Vendor	Y	S	Inventory Module		Search feature	$ -	
675	TW	Technician Workstation	Part warranty type	Y	S	Inventory Module		Search feature	$ -	
676	TW	Technician Workstation	Provide the ability to search all assigned repairs by technician or by shop.	Y	S	Technician Workstation (TWS)		In TWS you can users can search repairs by My Repair in My Shop, My Repairs in All Shops, All Repairs in My Shop, All repairs in All Shops. Also, when the technician logs into TWS all their assigned repairs will display in their view.	$ -	
677	TW	Technician Workstation	Track direct and indirect time.	Y	S	TWS, Maintenance and Reports Modules		Technicians log into direct and indirect repairs and data is tracked for analysis and reporting.	$ -	
678	TRAINING	Training	Provide a complete training plan with your proposal.	Y	S	Implementation Plan		Complete training by job roles and responsibility are completed during implementation.	$ -	
679	VR	Vehicle Replacement	Ability for system to track and/or associate specific fund level accounts in system (FL). Possible separate financial module integrated into asset module. The FL accounts	Y	S				$ -	

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			retain additional replacement funds by specific departments to offset capital expenses on assets that are short at the end of life. The FL accounts are replacement funds left over after purchasing a vehicle, sales of sold vehicles, and interest earned on the department's portion of the Fleet Replacement Fund.							
680	VR	Vehicle Replacement	Ability to assign and retain additional replacement monies by specific departments to offset capitol expenses on assets.	Y	S					
681	VR	Vehicle Replacement	System will calculate, bill and track replacement on each asset.	Y	S	Asset Module		Life Cycle Billing tab		
682	VR	Vehicle Replacement	System will use straightline method.	Y	S	Setup/ Reports Module		Straightline Depreciation Report		
683	VR	Vehicle Replacement	Ability to manually enter the replacement cost or monthly charge.	Y	S	Asset Module		Edit Asset Billing feature		
684	VR	Vehicle Replacement	Ability to continue to collect monthly rate after reaching target amount.	Y	S	Asset Module		Edit Asset Billing feature		
685	VR	Vehicle Replacement	System will have th ability to populate YTD replacement dollars.	Y	S	Asset Module		Life Cycle Billing tab	$ -	

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686	VR	Vehicle Replacement	System calculates pro-rated replacement cost for assets traded or turned in at mid-month.	Y	S	Asset Module		Replacement costs are calculate din real-time.	$ -	
687	VR	Vehicle Replacement	Ability to incorporate additional capitol costs from work orders into asset replacement (new vehicle service and preparation, safety inspection, installation of parts, and applying vehicle markings).	Y	S	Asset/Maintenance/TWS Modules			$ -	
688	VR	Vehicle Replacement	System provides templates and notifications for vehicle replacement transaction form.	Y	S	Asset and Reports Module		15 pt. Replacement system and Asset Replacement Report	$ -	
689	VR	Vehicle Replacement	System will pre-populate data for assets chosen for vehicle replacement.	Y	S	Asset Module		Point Scale Replacement Comparison feature	$ -	
690	VR	Vehicle Replacement	System will maintain history on replacement costs on each asset.	Y	S	Asset Module		Master and Life Cycle Billing tans		
691	VR	Vehicle Replacement	Ability to apply inflationary factor into replacement cost of asset.	Y	S	Asset Module		Life Cycle Billing, Replacement feature		
692	VR	Vehicle Replacement	Ability to calculate monthly rate based off asset target amount for replacement.	Y	S	Asset Module		Life Cycle Billing tab, Edit Asset Billing feature		
693	VR	Vehicle Replacement	Ability to turn off monthly rate after reaching target amount.	Y	S					

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694	VR	Vehicle Replacement	System will have the ability to populate replacement dollars by specific time period.	Y	S				$ -	
695	VR	Vehicle Replacement	System can designate an asset as not in use and no replacement being collected.	Y	S	Asset Module		Life Cycle Billing tab	$ -	
696	VR	Vehicle Replacement	Ability to track and incorporate contributions to replacement cost.	Y	S	Asset and Reports Module		Life Cycle Billing tab and Asset Replacement Report	$ -	
697	VR	Vehicle Replacement Analysis	Provide vehicle replacement program and/or dashboard that displays vehicle replacement information calculated and captured from other locations in the system and provides reporting capability. Includes the following:						$ -	
698	VR	Vehicle Replacement Analysis	Date: date that the equipment was put in service.	Y	S	Asset Module		Life Cycle Billing tab	$ -	
699	VR	Vehicle Replacement Analysis	Cost: amount of money paid to acquire the equipment (PO Price + New Vehicle Prep (NVP) Work order).	Y	S	Asset/Maintenance Module		Life Cycle Billing tab, Work Order and repairs	$ -	
700	VR	Vehicle Replacement Analysis	Maintenance (Scheduled Repairs) $ LTD and previous 12 months: the maintenance dollars spent to date.	Y	S	Asset Module		History tab. Results can easily be exported to Word, Excel and .CSV format ad-hoc reports.	$ -	

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701	VR	Vehicle Replacement Analysis	Repairs (Unscheduled Repairs) $ LTD and previous 12 months: the maintenance dollars spent to date.	Y	S	Asset Module		History tab. Results can easily be exported to Word, Excel and .CSV format ad-hoc reports.	$ -	
702	VR	Vehicle Replacement Analysis	Time and material: dollars spent to date and previous 12 months.	Y	S	Asset Module		History tab. Results can easily be exported to Word, Excel and .CSV format ad-hoc reports.	$ -	
703	VR	Vehicle Replacement Analysis	Inflation Rate: estimated inflation rate for the equipment, ability to set and adjust replacement payments based on the estimated inflation amount per equipment to determine cost to replace at the end of life. Also, the ability to set an estimated replacement amount at end of life not tied to annual inflation.	Y	S	Asset Module		Life Cycle Billing tab, Edit Asset Replace feature.	$ -	
704	VR	Vehicle Replacement Analysis	Fund: budgetary funding code for replacement of equipment.	Y	S	Accounting Module		Create New Account feature	$ -	
705	VR	Vehicle Replacement Analysis	Major Grouping: administrative level group funding code.	Y	S	Accounting Module		Create New Account feature	$ -	
706	VR	Vehicle Replacement Analysis	Expected Life in Meters: shows the expected life from all valid meters attached to the equipment.	Y	S	Asset Module		Meters Warranties tab	$ -	

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707	VR	Vehicle Replacement Analysis	Expected Life in Months: the expected time, in months, that the equipment should last before replacement is necessary.	Y	S	Asset Module		Life Cycle Billing Replacement feature	$ -	
708	VR	Vehicle Replacement Analysis	Replacement Collected: life-to-date amount of replacement collected through the billing process or separate update program.	Y	S	Asset Module		Life Cycle Billing Point Scale Replacement comparison section.	$ -	
709	VR	Vehicle Replacement Analysis	Ability to track by department, per vehicle, per type code.	Y	S	Reports Module		Various Reports	$ -	
710	SPECIFICATION	Vehicle Specifications	Ability to fully spec/build out vehicles to create an asset record once purchased, with editing capabilities. Component checklist/drilldown list available to enter for specific vehicles.	Y	S	Asset Module		Plan for Acquisition and Asset Template features	$ -	
711	SPECIFICATION	Vehicle Specifications	Track vehicle specs by status, by fiscal year (out for bid, accepted bid, delivery date, acceptance, component installation by company).	Y	S	Maintenance Module		Work Order Status and reporting	$ -	
712	SPECIFICATION	Vehicle Specifications	Ability to spec vehicle not tied to an approved asset and provide bid from system. Ability to be emailed with date stamp.	Y	S	Asset Module		Email must be sent manually.	$ -	

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713	SPECIFICATION	Vehicle Specifications	Additional specification fields to cover complete build out.	Y	S	Asset Module		Asset Templates feature	$ -	
714	SPECIFICATION	Vehicle Specifications	Ability to print/PDF specification to post for bids.	Y-ND	S	Reports Module			$ -	F
715	SPECIFICATION	Vehicle Specifications	Ability to populate vehicle ID number assignments by certain criteria and send a request to parts to order decals.	Y	S	Asset/Maintenance/Inventory/Modules		Vehicle ID numbers are assigned by the Customer to meet their specific criteria. Request for decals a=can be sent from the Inventory or Maintenance modules.	$ -	
716	SPECIFICATION	Vehicle Specifications	When vehicle arrives – system will have a new vehicle prep (NVP) checklist workflow (date stamped).	Y	S	Maintenance Module			$ -	
717	SPECIFICATION	Vehicle Specifications	New vehicle entry checklist workflow (date stamped).	Y	S	Maintenance Module		Task list - *FASTER* Web's Task List feature allows the user to create a list of tasks and a sequence of steps to complete any repair. Each Task List is associated to an asset and the specific type of repair.	$ -	
718	SPECIFICATION	Vehicle Specifications	System creates NVP work order as part of the workflow (with editing capabilities).	N	NS	Maintenance Module		*FASTER* does not automatically create work orders as a matter of Best Practices. *FASTER* Web uses pending repairs to schedule future repairs and to process on-line requests from customers. When a work order is opened the pending repair is presented for the asset and can be added automatically as an active repair.	$ -	
719	SPECIFICATION	Vehicle Specifications	Once new vehicle prep work order created, parts to receive vehicle	Y	S	Inventory Module		Manage Item List - When working on a repair, you may require items to complete that repair. The Manage Item	$ -	

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			information to order stock service parts.					List page lets you create a list of items that are required to complete a repair. When adding the repair, the Inventory tab displays the item list suggesting the items required for the repair and also lets you issue the suggested items.		
720	SPECIFICATION	Vehicle Specifications	Ability to edit work order to add on any additional add-on work to be performed.	Y	S	Maintenance Module		Repair, Sublet, Parts, Cost and Labor tab	$ -	
721	SPECIFICATION	Vehicle Specifications	Ability to attach documents into record.	Y	S	Various Modules		Attachment tab	$ -	
722	SPECIFICATION	Vehicle Specifications	Ability to have an asset transfer form (ATF) auto populate from fields to email to department.	N	NS				$ -	
723	SPECIFICATION	Vehicle Specifications	Field to enter in plate number – if missing a notification would populate every 30 days to follow up.	N	NS	Asset Module		License is not a required field.	$ -	
724	SPECIFICATION	Vehicle Specifications	Field to enter in new vehicle prep budget amount when it is converted to a work order.	Y	S	Asset/Maintenance Module		Capitalized Cost field in the Acquisition section. On the work order repair type can capture the prep budget amount for the asset.	$ -	
725	SYSTEM	Vendor File	General fields for system assigned vendor ID#, name, address, terms codes, contact information and notes.	Y	S	Vendors Module		Create New Vendor feature	$ -	
726	SYSTEM	Vendor File	System prevents duplicate vendors by preventing duplicate vendor tax ID.	N	NS	Vendors Module		Duplicate vendors are prevented but not by Tax ID field.	$ -	

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727	SYSTEM	Vendor File	System warns of duplicate vendors by identifying duplicate vendor name.	Y	S	Vendors Module		Create New Vendor feature	$ -	
728	SYSTEM	Vendor File	System warns of duplicate vendors by identifying duplicate vendor address.	N	NS	Vendors Module		*FASTER* Web does warn of duplicate vendors, but not by vendor address.	$ -	
729	SYSTEM	Vendor File	System allows users (with security access) to merge two vendors).	N	NS	Vendors Module			$ -	
730	SYSTEM	Vendor File	Supports Parent/Child relationships for vendor records.	Y	S	Vendors Module		Vendors can have multiple locations, contacts, and addresses	$ -	
731	SYSTEM	Vendor File	Maintains multiple address types.	Y	S	Vendor Module		One Address field per vendor record	$ -	
732	SYSTEM	Vendor File	Maintains multiple location addresses for each vendor.	Y	S	Vendor Module		One Address field per vendor record	$ -	
733	SYSTEM	Vendor File	System identifies one time vendors - vendors set up in normal vendor file but identified as one-time vendor for easier data entry and system search functions.	Y	S	Vendor Module			$ -	
734	SYSTEM	Vendor File	System allows changing status of one time vendor to "real" vendor.	Y	S	Vendor Module			$ -	
735	SYSTEM	Vendor File	Vendor has the ability to add attachments (i.e. W-9, EFT authorization form, etc.).	Y	S	Asset/Inventory/ Maintenance Modules		Attachment feature	$ -	
736	SYSTEM	Vendor Performance	Tracks vendor performance including number of complaints.	Y	S	Vendor Module		*FASTER* uses the Service Rating ranking to manage the vendors performance.	$ -	

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737	SYSTEM	Vendor Performance	Allow vendors to be flagged as "debarred" or "not to do business with", etc.	Y	S	Vendor Module		Vendor Status field	$ -	
738	WO	Work Order Management	Ability to create work order and add/edit from a review screen.	Y	S	Maintenance Module		Create Work Order feature	$ -	
739	WO	Work Order Management	Provide default information upon creating a work order that displays the following equipment information:						$ -	
740	WO	Work Order Management	Year, make, model	Y	S	Maintenance Module		Work Order Master tab - Asset Identification section	$ -	
741	WO	Work Order Management	VIN/serial number	Y	S	Maintenance Module		Work Order Master tab - Asset Identification section	$ -	
742	WO	Work Order Management	Fuel types (multiple)	Y	S	Maintenance Module		Work Order Master tab - Fuel Type field	$ -	
743	WO	Work Order Management	GVW	Y	S	Maintenance Module		Work Order Master tab - Asset Identification section	$ -	
744	WO	Work Order Management	GCWR	Y	S	Maintenance Module		Work Order Master tab - with Customer configuration.		
745	WO	Work Order Management	Department	Y	S	Maintenance Module		Work Order Master tab - Asset Identification section	$ -	
746	WO	Work Order Management	Equipment class	Y	S	Maintenance Module		Work Order Master tab - Asset Identification section	$ -	
747	WO	Work Order Management	Site	Y	S	Maintenance Module		Work Order Master tab - Asset Identification section	$ -	
748	WO	Work Order Management	License number	Y	S	Maintenance Module		Work Order Master tab - Asset Identification section	$ -	
749	WO	Work Order Management	Color	Y	S	Maintenance Module		Work Order Master tab - Asset Identification section	$ -	
750	WO	Work Order Management	Status	Y	S	Maintenance Module		Work Order Master tab - Asset Identification section	$ -	

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751	WO	Work Order Management	Warranties in effect for the equipment plus any attached component(s)	Y	S	Asset and Maintenance Modules		In *FASTER* you can track and search Warranty Claims and Potential Warranty Repairs in the Warranty Claims section of the Asset tab. Easily can be exported to Excel, Word and comma delaminated format: • *FASTER* Web tracks unlimited Asset warranties and is tied directly to the Maintenance module providing notification to both service writers and technicians. These schedules are printable. • Equipment manufacturer and component warranty tracking from initial repair through claim reimbursement being received.	$ -	
752	WO	Work Order Management	PM schedule for equipment plus any attached component(s)	Y	S	Asset and Maintenance Modules		The Preventative Maintenance feature within *FASTER* Web is highly configurable to allow you to develop and perform a maintenance program for the unique and diverse needs and cycles for today's technically advanced equipment and engines. PM programs can be designed and configured at the individual asset level or at the asset class level.	$ -	
753	WO	Work Order Management	Most recently stored meter reading(s)	Y	S	Asset and Maintenance Modules		Meters Warranties tab	$ -	
754	WO	Work Order Management	Ability to review the following information from the work order screen (pop up window):						$ -	

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755	WO	Work Order Management	Engine model	Y	S	Asset Module		Engine model is viewable on the asset record	$ -	
756	WO	Work Order Management	A/C model	N	NS	Asset Module		A/C Model is viewable on the asset record	$ -	
757	WO	Work Order Management	Transmission model	Y	S	Asset Module		Transmission model is viewable on the asset record	$ -	
758	WO	Work Order Management	Tire size	Y	S	Asset Module		Tire size is viewable on the asset record	$ -	
759	WO	Work Order Management	Key location	Y	S	Asset Module		Key location is viewable on the asset record	$ -	
760	WO	Work Order Management	Ability to have a quick view option or pop-up note appears upon work order entry for replacement status and replacement date based on set date parameter on both maintenance and time and material equipment.						$ -	
761	WO	Work Order Management	Capture PM services, other repairs, sublets and miscellaneous costs/credits on a single work order.	Y	S	Maintenance and TWS Modules		Repairs/Labor/Parts/Sublet/Cost tabs	$ -	
762	WO	Work Order Management	Capture multiple repair codes on a work order (such as the inclusion of a warranty repair on a PM work order) and provide for detailed analysis by repair code.	Y	S	Maintenance and TWS Modules		Repair Codes feature	$ -	
763	WO	Work Order Management	Isolate all work of a specific type by a defined period and restrict the						$ -	

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			analysis to any department and/or class of equipment.							
764	WO	Work Order Management	Record all sublet repairs to enable analysis by cause and repair code.	Y	S	Maintenance Module		Sublet tab	$ -	
765	WO	Work Order Management	Link a repair to an operator/driver/employee so driver abuse and accidents are identified and/or billed back.	Y	S	Asset and Maintenance Modules		Repair codes feature and notes tab	$ -	
766	WO	Work Order Management	Display all active warranties and PM due messages for the equipment and associated components when the work order is opened.	Y	S	Maintenance Module		User is alerted of possible active warranties	$ -	
767	WO	Work Order Management	Provide ability to provide time and material job estimates that can be converted into active work orders.	Y	S	Maintenance Module		Work order Status code	$ -	
768	WO	Work Order Management	Print lists of parts and tasks required for any specific repair code.	Y	S	Maintenance Module		Manage Task List feature.	$ -	
769	WO	Work Order Management	Provide a customer facing dashboard that has the capability to view real time status on all work orders.	Y	S	Dashboard		Open Work Order by Status dashboard	$ -	
770	WO	Work Order Management	Provide a real-time single screen review of the direct/indirect labor activities for all logged on technicians.	Y	S	Maintenance Module		Manage Shop Floor Activity feature	$ -	

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771	WO	Work Order Management	Ability to electronically review (audit) all work order detail information for quality control when a work order is closed. Automated task list to the approver with live link to the work order for quick review. Provide a sign-off or check box, date stamped and real time for reporting.	N	NS				$ -	
772	WO	Work Order Management	Search for a work order by each (or a combination) of the following:						$ -	
773	WO	Work Order Management	Equipment number	Y	S	Maintenance Module		Advanced Search feature	$ -	
774	WO	Work Order Management	Class of vehicle	Y	S	Maintenance Module		Advanced Search feature	$ -	
775	WO	Work Order Management	Work order number	Y	S	Maintenance Module		Advanced Search feature	$ -	
776	WO	Work Order Management	Technician identification	Y	S	Maintenance Module		Advanced Search feature	$ -	
777	WO	Work Order Management	Date	Y	S	Maintenance Module		Advanced Search feature	$ -	
778	WO	Work Order Management	Equipment usage type	Y	S	Maintenance Module		Advanced Search feature	$ -	
779	WO	Work Order Management	Repair code	Y	S	Maintenance Module		Advanced Search feature	$ -	
780	WO	Work Order Management	Status of the work order	Y	S	Maintenance Module		Advanced Search feature	$ -	
781	WO	Work Order Management	Parts or equipment warranty	Y	S	Maintenance Module		Advanced Search feature	$ -	

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782	WO	Work Order Management	WO audit status	Y	S				$ -	
783	WO	Work Order Management	Provide the ability for wild card (partial information) searches.	Y	S	Maintenance Module		Search feature throughout the system	$ -	
784	WO	Work Order Management	Provide the ability to add notes and print them separately or with the work order.	Y	S	Maintenance & Reports Modules		Technician Print & Work Order Notes Report	$ -	
785	WO	Work Order Management	Provide the ability to add additionally required repairs or parts to complete the work order.	Y	S	Maintenance Module & Technician Workstation		Repairs/Labor/Parts/Sublet/Cost tabs	$ -	
786	WO	Work Order Management	Alert the user/service advisor when a repair is covered under a warranty.	Y	S	Maintenance Module		Work Order alert	$ -	
787	WO	Work Order Management	Provide the ability to defer repairs and automatically include them on the next opened work order for that piece of equipment.	Y	S	Maintenance Module		Pending Repairs feature	$ -	
788	WO	Work Order Management	Provide the ability to assign deferred repairs to a specific technician and/or shop.	Y	S	Maintenance Module		Pending Repairs feature	$ -	
789	WO	Work Order Management	Automatically display a technician specific screen listing any deferred repairs upon opening any work order.	N	NS	Maintenance Module		Deferred repairs are automatically populated on the repair tab of the work order associated with that asset.	$ -	
790	WO	Work Order Management	Alert technicians upon sign on that assigned repairs are pending.	Y	S	Maintenance Module		Deferred repairs are automatically populated on the repair tab of the work order associated with that asset.	$ -	

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791	WO	Work Order Management	Ability to determine work order authorization for closing out work orders. By repair type or monetary amount.	Y	S	Setup Module		Role based permission	$ -	
792	WO	Work Order Management	Require specific authorization for reopening a closed work order.	Y	S	Setup Module		Role based permission	$ -	
793	WO	Work Order Management	Provide summary review screen of all costs associated with each work order.	Y	S	Maintenance & Reports Modules		Work Order screen & various reports	$ -	
794	WO	Work Order Management	Allow credits to the work order. Capability if work order closed allow for credit to be posted referencing prior work order; or a specific type record for credits.	Y	S	Maintenance Module		Cost tab	$ -	
795	WO	Work Order Management	Directly produce from the work order screen existing parts and tasks lists associated with any repair. These lists may be printed or reviewed electronically.	Y	S	Maintenance & Inventory Modules		Parts & Task List features	$ -	
796	WO	Work Order Management	Ability to create estimates for repairs on a separate tab from the work order.	N	NS	Maintenance Module		Work order estimates are supported with work order status codes, not a separate tab.	$ -	
797	WO	Work Order Management	Link equipment warranties to repair codes for tracking warranty cost information.	Y	S			Whether the work order is originated from a scheduled appointment, manufacturer's recalls/warranty campaigns, or a walk up, the work order repair process is driven and monitored	$ -	

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								using the Repair Reason and the Work Order Statuses in the system. Warranty work orders differentiate from other work orders by the warranty designated repair reasons on the Work Order and the status code. *FASTER* Web tracks unlimited Asset warranties and is tied directly to the Maintenance module providing notification to both service writers and technicians. Asset warranties codes are associated to the different Repair Type codes in system configuration		
798	WO	Work Order Management	Ability to add/edit repair and service type codes.	Y	S	Maintenance & TWS Modules		*Repair Codes feature*	$ -	
799	WO	Work Order Management	Ability to enable/disable pop-up screen for technical notes related to vehicle type, VIN# or unit ID.	N	NS	System		System	$ -	
800	WO	Work Order Management	Ability to assign specific mechanics to work orders.	Y	S	Maintenance & TWS Modules		Technicians can be assigned to repairs on the work order and these repairs can be prioritized	$ -	
801	WO	Work Order Management	Ability to review daily (real-time) out of service list on all open work orders with ability to review comments.	Y	S	Maintenance Module		Work Order Status search feature	$ -	
802	WO	Work Order Management	Work order review assigned task screen/list with ability to sort by mechanics or approvers (real-time).	Y	S	Maintenance Module		Manage Shop Floor Activity feature - Repairs can be sorted by technician for ease of review	$ -	

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803	WO	Work Order Management	Time management for tracking in/out times on work orders using VMRS standard comparison.	Y	S	Maintenance & Inventory Modules		*FASTER* Web provides the ability to track an unlimited number of tires mounted to an asset by serial number and tire position. Tread depth, tire size and PSI are all recorded on the Asset Tire record. When managing leased tires, *FASTER* recommends tracking these as "Child Components", in this way additional information can be tracked. The Parent/Child feature tracks asset components with separate costs and replacement schedules such as tire component.	$ -	
804	WO	Work Order Management	Ability to have fields on assets to determine specific inspections on work orders. During work order creation have the ability to have drop down menu options for BIT inspection, various services, annual inspections, 90 day inspections, ADA inspections. Each inspection to have an electronic checklist that includes specific information that is automatically included for the mechanics to check off each line item as a	Y	S	Maintenance Module		Specific inspections are added to each asset and will automatically populate on the opened work order. Each inspection/repair can have an associated electronic parts and task list with line item references. Task List includes required electronic responses for each task and are time stamped when the technician completes the inspection.	$ -	

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			reference. Checklist to include an electronic signature with date stamp for mechanic. These checklists will need to be customizable and have the ability to edit.							
805	WO	Work Order Management	NVP – new vehicle prep work orders – once vehicle is delivered to fleet services and marked completed in the spec module, the system auto populates a work order. This includes all the up fitting and labor/parts to bring into service and is added to the vehicle PO price to compute total capital cost.	Y	S	Asset & Maintenance			$ -	
806	WO	Work Order Management	Integrate work order to attach Zonar defects and the ability to sign off Zonar repairs. This would include a real-time notification or flag with no more than a five minute delay. Ability to adjust/clear in Zonar and communicate adjustment to system in real time. Zonar is tracked through assigned unit ID's.	Y-ND	S	Integrations Module		*FASTER* can provide an integration with Zonar that meets the defined requirements. A price for this has been identified above in Requirement 110.	$ -	E
807	WO	Work Order Management	Electronic checklists for services on specific	Y	S	Maintenance Module		Task List feature	$ -	

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			services and ability to create custom check list.							
808	WO	Work Order Management	Ability to send parts requests on specific services to the parts department once a mechanic is assigned a work order.	Y	S	Technician Workstation (TWS)		Electronic Parts Request feature	$ -	
809	WO	Work Order Management	Automate additional fees to be assessed by service type (ex: tires add on disposal fee) with the ability to edit/delete.	Y	S	Setup Module		Maintenance fields section	$ -	
810	WO	Work Order Management	Dispatching/queue system that creates a prioritized list of work orders for distribution.	Y	S	Maintenance & TWS Modules		Repairs are assigned to a technician with a priority code that is specifically created by the Customer to reflect their business process.	$ -	
811	WO	Work Order Management	When creating a work order and pending work exists it will auto populate that information.	Y	S	Maintenance Module		Repair tab	$ -	
812	WO	Work Order Management	Standard templates for specific service codes (checklist associated with each type).	Y	S	Maintenance Model		Repair code generator	$ -	
813	WO	Work Order Management	Edit restrictions. Require a specific authorization to edit/delete notes.	Y	S	Setup Module		Administrative Setup section	$ -	
814	WO	Work Order Management	Ability to print/email work order/invoice, including all details, costs and mark ups.	Y	S	Maintenance & Reports Modules		Work orders (with details) can be printed and then emailed to the Customer.	$ -	
815	WO	Work Order Management	Automate a process within the system for core	Y	S	Maintenance Module		Return Items feature	$ -	

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			charges onto work orders based on if the part is damaged.							
816	WO	Work Order Management	Ability to attach documents with description to work order.	Y	S	Maintenance Module		Attachments feature	$ -	
817	WO	Work Order Management	When work order is created from vehicle spec module, there would be a budget input and limitation to not exceed amount entered. If the budget does need to exceed, manager approval required to override system.	Y	S	Maintenance & Setup Modules		Spending authorization for work orders is configured in the Application Setup section. Whether the Work Order is originated from a scheduled appointment, manufacturer's recalls/warranty campaigns, or a walk up, the Work Order repair process is driven and monitored using the Work Order Statuses and the Repair Reason by the system. Work Order Statuses are user-defined so they can be tailored to each shops' unique business process, directing work to parts, supervisors and technicians, as well as to the customer for pick up or work approval. In addition, notifications are tied to the different statuses and are user-defined and configurable.	$ -	
818	WO	Work Order Management	Special maintenance work orders have a field to enter budget amount with limitation to not exceed amount entered. Manager approval required to override budget amount.	Y	S	Maintenance & Setup Modules			$ -	
819	SYSTEM	Workflow	Workflow (electronic approval) is available for						$ -	

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			(list any limitations in the comments column):							
820	SYSTEM	Workflow	All functional modules	N	NS			Work flow approval is outside of *FASTER* driven by Customers process with *FASTER* configured to facilitate the outlined process.	$ -	
821	SYSTEM	Workflow	All adminstrative modules	N	NS			Work flow approval is outside of *FASTER* driven by Customers process with *FASTER* configured to facilitate the outlined process.	$ -	
822	SYSTEM	Workflow	All functional transactions	N	NS			Work flow approval is outside of *FASTER* driven by Customers process with *FASTER* configured to facilitate the outlined process.	$ -	
823	SYSTEM	Workflow	All proposed third party software functions	N	NS			Work flow approval is outside of *FASTER* driven by Customers process with *FASTER* configured to facilitate the outlined process.	$ -	
824	SYSTEM	Workflow	Workflow can be routed to the following for approval:						$ -	
825	SYSTEM	Workflow	User	N	NS				$ -	
826	SYSTEM	Workflow	Role	N	NS				$ -	
827	SYSTEM	Workflow	Position	N	NS				$ -	
828	SYSTEM	Workflow	Alternate or Backup Position	N	NS				$ -	
829	SYSTEM	Workflow	Supervisor / Organizational Hierarchy	N	NS				$ -	
830	SYSTEM	Workflow	Workflow approval can be:						$ -	

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831	SYSTEM	Workflow	Sequential (person B can't approve before person A)	N	NS				$ -	
832	SYSTEM	Workflow	Concurrent (person A and person B can approve at the same time - approval from both required)	N	NS				$ -	
833	SYSTEM	Workflow	Group approval (approval required from person A or person B -or anyone with similar role)	N	NS				$ -	
834	SYSTEM	Workflow	Can be rerouted on an ad hoc basis by workflow administrator	N	NS				$ -	
835	SYSTEM	Workflow	Approver notified of workflow items through:						$ -	
836	SYSTEM	Workflow	Email	N	NS				$ -	
837	SYSTEM	Workflow	Email with direct link to system where approval action is required	N	NS				$ -	
838	SYSTEM	Workflow	System notification through dashboard/work list	N	NS				$ -	
839	SYSTEM	Workflow	Approver can perform the following actions during workflow process:						$ -	
840	SYSTEM	Workflow	Approve	N	NS				$ -	
841	SYSTEM	Workflow	Deny	N	NS				$ -	
842	SYSTEM	Workflow	On Hold	N	NS				$ -	

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843	SYSTEM	Workflow	Send back	N	NS				$ -	
844	SYSTEM	Workflow	Forward to additional approver/reviewer	N	NS				$ -	
845	SYSTEM	Workflow	Enter notes to be seen by requestor	N	NS				$ -	
846	SYSTEM	Workflow	Enter notes to be seen by subsequent approvers/reviewers	N	NS				$ -	
847	SYSTEM	Workflow	Original requestor can view status of workflow approval path	N	NS				$ -	
848	SYSTEM	Workflow	Any user within workflow string can view status	N	NS				$ -	
849	SYSTEM	Workflow	System records date and time of approvals (workflow status - denial, reject, approved).	N	NS				$ -	
850	SYSTEM	Workflow	Workflow assignments can be re-routed to different authorized approvers based upon availability (after specified time period (72 hours)) without having to re-initiate the workflow from the beginning.	N	NS				$ -	
851	SYSTEM	Workflow	Workflow approvals can be re-routed to secondary approver without having to re-initiate the workflow from the beginning if:						$ -	

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852	SYSTEM	Workflow	Primary approver is out (example: on vacation, sick)	N	NS				$ -	
853	SYSTEM	Workflow	Primary approver does not respond in pre-defined period of time	N	NS				$ -	
854	SYSTEM	Workflow	System allows for temporary / short-term delegations (e.g. assign alternate workflow for a few hours or a day).	N	NS				$ -	
855	SYSTEM	Workflow	System allows workflow to be re-activated if cancelled.	N	NS				$ -	

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APPENDIX C TRAINING PLAN

Training is integral to a successful implementation and for the customer's continued business. Throughout the implementation process, the customer benefits from our staff expertise in a combination of onsite and remote training services.

There will be three (3) major milestones related to training:

1. System Overview Meetings, these sessions will be via live remote.
2. System Setup & Configuration Training, this training will be via live remote.
3. Go-Live System Training, this hands-on training will be onsite.

End user and system administration training on all facets of *FASTER* Web is provided by *FASTER*. Due to the use of a Soft Go-Live process, end user training will include the users experiencing the customer's data, which makes the training much more relevant.

Sample COTS Training Overview

1. System Overview Meetings

Your Business Process Owners (BPOs) will want to understand key aspects of the system so they can make decisions about:

- Data preparation and cleanup
- Integrations requirements (if any)

Therefore, *FASTER* provides a series of live, remote, internet sessions in which one of our Implementation Consultants will provide an overview of *FASTER* Web. This will aid your BPOs in making decisions about data preparation and integration requirements. (Your BPOs will likely also want to sit in on the system training that will take place later in the implementation as well.)

Who Should Attend

Your staff that should attend the sessions (agenda below) include:

- Key fleet operations personnel
- Anyone involved in data preparation or cleanup
- Any BPOs who need to influence integration requirements
- Typically IT staff including back-end infrastructure managers and those who are involved with reviewing security, system administration, and data preparation
- Finance or Accounting BPOs will want to attend the accounting session

Please note: This is NOT training. But we do provide an overview of the system modules in order to facilitate understanding and decision making. System training will occur later in the implementation process.

Remote COTS System Overview Meetings Agenda

Remote COTS System Overview Session – Day 1 (4 Hours)

- Review Asset Management
- Review Inventory Management
- Review Vendors
- Review Maintenance, Customer Portal
- Review Fuel Management

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- Questions & Answers

Remote COTS System Overview Session – Day 2 (4 Hours)

- Review Technicians Workstation
- Review Accounting System
- Determine if customer is going to use tax-line mapping
- Review Security and System Administration (This will be covered in more depth during configuration training)
- Questions & Answers
- Review Data Prep, Cleanup and Conversion

2. System Setup and Configuration Training

This training agenda provides details of the two, four-hour System Setup and Configuration Training sessions and the Billing Accounts Training session. These sessions are for your *FASTER* System Administrator and your Business Process Owners (BPOs) to identify how you want your *FASTER* Web system settings, fields and picklists to be set up. After the training sessions, your *FASTER* System Administrator will perform and complete your setup for Go-Live.

System Setup and Configuration Training Session #1 – (4 Hours)

Assets

- Settings
  - Depreciation Method
  - PM Hierarchy Highest Type
  - PM is Hierarchical
  - PM Update Early Late
  - PM Update Early Late Cycle
  - PM User Current
  - Use Auto Acquisition Number
  - Reset Begin FY Reading
- Fields (Approximately 153 Standard, Picklist, and Re-Label Fields)

Inventory

- Settings
  - Barcode Settings (If Barcode Add-on is in SOW)
    - Barcode Field
    - Barcode Label Size
    - Default Printer
    - Merge Parts
    - Part Name
    - Reassigning Parts
    - Receive Parts
    - Storeroom Bin Location
    - Transaction Date
    - Transfer Parts
  - Inventory Settings
    - Cyclical All Storerooms
    - Cyclical Divisor

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  - Cyclical Include Non-Stock Parts
  - Invoice Price Variation Percent
  - Keep Part Transactions Within This Number of Days
  - Tax Exempt
- Fields (Approximately 76 Standard and Picklist Fields)

Maintenance

- Settings
  - History
  - Maintenance/TWS Settings
  - Indirect Labor Settings
  - Alert Mapping Settings (If Alerts Add-on is on SOW)
  - Calendar Settings
- Fields (Approximately 12 Standard and Picklist Fields)
- Repair Codes
  - Repair Reason
  - Repair Schedule
  - TWS Repair Category
  - Group
  - Component
  - Action

Fuel

- Settings
  - Manual Entry & Fuel Import Settings
    - Fuel Cost Setup
    - Fuel Import Setup (If COTS Fuel Import Add-on is in SOW)
    - Fuel Markup Setup
    - Fuel Vendor Mapping
    - Manual Transaction Employee Validation
  - Global Fuel Import Settings
- Fields (Approximately 23 Standard and Picklist Fields)

System Setup and Configuration Training Session #2 – (4 Hours)

Accounting

- Settings
  - Allow Negative Line Item Budgets
  - Begin Fiscal Month
  - Is Begin FY Reading Reset Require
  - Method Used for Fuel Domain Billing
  - Method Used For Maintenance Domain Billing
  - Motor Pool Integrated
  - Posting Billing Statement Data to Receivables
  - Prorate Asset Charges
  - Support System Default Account Code
  - Use Billing Statement Account Numbers
- Fields (Approximately 57 Standard and Picklist Fields)

Vendors

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- Settings
  - Vendor Default Payment Type Setup
- Fields (Approximately 42 Standard and Picklist Fields)
  Dashboard (If Add-on is in SOW)
- Settings

Manage Security

- Settings
  - Authentication Settings (This section will need to be configured at Go-Live)
  - Global Settings
  - Reports Settings
- Persons
- Users
- Roles
- Technician

Manage Data

- Customer Portal
  - Settings
  - Services
- Mass Update
  - Assets
  - Inventory

Email Administration

- Create Templates
  - Alert
  - Alert Auto Notification
  - Appointment
  - Customer Portal
  - Maintenance
  - PM
  - Service Complete
  - Spending Authorization
- PM Scheduler
- Email Settings (Customers may want to consider configuring Email Settings at Go-Live due to the possibility of sending false emails to customers during Soft Go-Live Testing and System Training.)

Notification

- Logs
  - Advanced Search
- Search Results

Manage Billing Accounts Training Session (If Billing by Account Codes)

- Map Billing Types
- Organizations
- Charge Types & Elements
- Department & Asset Overrides

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3. System Training/Go-Live

Your key users and Business Process Owners (BPOs) will have become familiar with the *FASTER* Web system during the System Overview and Configuration Sessions. But even if your key users attended all these sessions, it is important that they also attend the more detailed System Training during the week of Go-Live.

All fleet operations staff that will use the system will receive their training the week of Go-Live so that their learning will be retained and actionable for Go-Live. *FASTER* Web is modularized based on different roles within your fleet operation. Therefore, you will be able to schedule staff to attend the modules that are appropriate for them (see below).

We recommend that your Fleet Manager and *FASTER* System Administrator attend all training modules. The agenda below has an important order that will aid in the learning process. If your Statement of Work (SOW) specifies additional training sessions, the modules below can be added to meet your needs.

For example, you may have chosen to add additional technician workstation training. (The standard system training schedule allows for a second technician workstation training session to be added at no cost.) If you did not specify in the SOW that you wanted multiple training sessions to accommodate your needs, you can request a quote to add additional training sessions or trainers at any time up to 4 weeks prior to your Go-Live.

System Training/Go-Live Agenda

Monday – System Training (1:00pm – 5:00pm)

Asset Module (*FASTER* System Administrator and Asset Managers) 1:00pm – 5:00pm

- Search Functionality
- Select Asset
- Create Assets
- Reassign Assets
- Plan for Acquisition
- Asset Templates
- Warranty Claims
- Map Location
- How to Navigate and Run Asset Reports
- Help

Tuesday - System Training (8:00am – 4:30pm)

Maintenance Module (*FASTER* System Administrator, Maintenance Supervisor, Service Writers and/or Technicians) 8:00am – 11:30am

- Search Functionality
- Calendar
- Create Work Orders
- Create Direct Charges
- Manage Indirect Labor
- Manage Shop Floor Activity
- Search Issued Item
- Manage Task List
- Service Request & Alerts
- Manage Alert Mapping
- How to Navigate and Run Maintenance Reports

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- Help

Lunch Break 11:30am -12:30pm

- Break for lunch with System Training to reconvene at 12:30pm.

Inventory Module (*FASTER* System Administrator, Parts Staff and Parts Managers) 12:30pm - 4:30pm

- Search Functionality
- Ordering
- Receiving
- Vendor Returns
- Transfer In-Out
- Perform Inventory
- Add New Item
- Search Issued Item
- Reassign or Merge Item
- Issue Requested Item
- Barcode Utilities (if purchased)
- Manage Item List
- How to Navigate and Run Inventory Reports
- Help

Wednesday – System Training (8:00am – 4:30pm)

Technicians Workstation 1 (*FASTER* System Administrator and Technicians) 8:00am - 10:30am

- Search Functionality
- Calendar
- Create Work Orders
- Create Direct Charges
- Manage Indirect Labor
- Manage Shop Floor Activity
- Search Issued Item
- Manage Task List
- Service Request & Alerts
- Manage Alert Mapping
- How to Navigate and Run Maintenance Reports
- Help

Fuel Module (*FASTER* System Administrator and Fuel Clerk) 10:30am - 11:30am

- Search Functionality
- Enter Transactions
- Import Transactions (if purchased)
- How to Navigate and Run Fuel Reports
- Help

Lunch Break 11:30am -12:30pm

- Break for lunch with System Training to reconvene at 12:30pm.

Accounting and Vendors Modules (*FASTER* System Administrator, Accounting Staff and Parts Managers) 12:30pm - 2:00pm

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Accounting

- Search Functionality
- Create New Account
- Manage Credit Cards
- Manage Vendor Credits
- Manage Billing Adjustments
- Manage Receivables
- Manage Payables
- Manage Closeout Processes
- Manage Billing Accounts (if billing by accounts review setup)
- How to Navigate to and Run Accounting Reports
- Help

Vendors

- Search Functionality
- Create New Vendor
- Add and Manage New Purchase Orders
- Help

Technicians Workstation 2 (*FASTER* System Administrator and Technicians) 2:00pm - 4:30pm

- Login
- Begin Shift
- Reviewing Assignments
- Work Order Notes
- Add New Note
- Repair History
- Task List
- Update Meter Reading
- Change Work Order Status
- Alerts (if purchased)
- Set Repair Status to Complete
- Begin Selected Repair
- Begin Another Repair
- Search Repairs
- Add New Repair to Work Order – Not Assigned
- Add New Repair to Work Order – Assigned
- Add Meter Replacement Repair Code
- Quick Assist
- Begin an Indirect Activity
- Change Repair Reason
- Request for Parts
- Messages
- End Day
- Help

Thursday – Go-Live Day

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Final Overview with *FASTER* Administrator

- Address Remaining Questions
- Perform System Setup Overview
- Perform Dashboard Overview
- Customer Portal Training

Go-Live Wrap-up Conference Call 1:00 PM EST

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GENERAL AGREEMENT

TT FASTER LLC, dba *FASTER* Asset Solutions, hereinafter referred to as *"FASTER,"* and the City of Roseville, California hereinafter referred to as "Customer," agree to the following terms and conditions as detailed in the attached schedules (collectively, the "Agreement"). More specifically, Schedule A includes a detailed Statement of Work ("SOW"), associated pricing and payment terms.

1. Project Scope – Commercial-Off-The-Shelf and Custom Deliverables:

   a. Definition of a Commercial-Off-The-Shelf (COTS) System:

      This Agreement may have custom work product, which is distinct and separate from the COTS software. Custom work, if any, will be listed in Schedule A. There are also several COTS software products that are licensed separately (*FASTER* Web, MotorPool, Dashboard, Standard Fuel Import, Barcode, etc.). Therefore, if the product is not specifically listed in Schedule A, no license rights are conveyed. As *FASTER* Web is a COTS system, the underlying software consists of standardized programs (i.e., pre-built). As such, this Agreement takes precedent over any other agreement between *FASTER* and Customer.

      The *COTS* software undergoes its own development cycle separately and distinctly from the implementation process. This means that no requirements gathering; requirements and design approval, gap analysis, testing and development work is done on *FASTER* COTS Software in conjunction with this Agreement. However, custom development and testing will be done in conjunction with the custom work noted in Schedule A.

      Whatever COTS software, custom work and converted data are listed in Schedule A as work product, will be deployed together to form a "Soft Go-Live" instance. If there is additional work product that is to be delivered separately (after the initial Go-Live) that will be specifically listed in Schedule A. The Soft Go-Live instance is tested in the *FASTER data center* and then deployed to the Customer's single environment that serves as the Customer's test environment during the implementation and will become the production environment upon Go-Live. This permits the Customer to perform whatever tests it deems necessary in the later environment to which it will have access. The Customer having one environment through the life of the implementation that will be promoted to production is a critical aspect of quality control that is a distinctly important part of the *FASTER* COTS implementation process. Any deviation from this may lead to additional cost. This process also reduces Customer IT expenses.

      While custom work product (if any) is built to specific customer-identified specifications, the nature of COTS software requires that *FASTER* will not provide custom modification, code changes or database structure changes to any COTS software since this could adversely affect other customers. *FASTER* does enhance the COTS software as part of its normal life cycle based on customer input from its more than 370 customers, market research and on-staff fleet professionals.

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b. Integrations & Business Intelligence Work Approvals & Testing:

This work represents integrations and business intelligence for which the Customer has provided specifications. The following process will be followed to ensure that reliable work is delivered as part of the implementation:

If the Customer has opted in the SOW to use an existing document or file (such as an existing report) as a template for the work to be done, in order to avoid the cost and time involved in the creation of written requirements, there will not be a requirement approval process outside of what is documented in the SOW.

Or if the SOW calls for requirements to be documented during the implementation: After the Customer provides the following documentation, *FASTER* will create an extensive Requirements Document for the Customer to approve. This document will enable the Customer to have certainty about what it requires for a successful customization.

Documents to be provided by Customer:

- In the case of a Custom Report, a mockup in Excel or similar table.
- In the case of an Integration, a Data Flow Map which will show the data the Customer wants to import and/or export.
- A written summary of:
  - Execution of the integration: How should the integration be executed? For example, would it need to be run manually or scheduled to run automatically.
  - User Interface: Will a user interface be needed? If so, what are the key elements needed in the user interface?
  - Error Handling: How should errors be logged? Are there any specific errors or failures that could occur that would need the integration to notify the Customer about?
  - Special Considerations: Are there any additional business rules or special considerations that the Customer could not show in the data map that the integration needs to meet?

After receipt of the above, *FASTER* will create a Requirements Document for the Customer's approval. Once the Customer approves the Requirements, *FASTER* will begin and complete development and testing. And then the custom work product will be delivered with the COTS components in the form of the Soft Go-Live noted above.

The Customer may choose to do whatever testing it deems necessary on the custom work during the implementation in the Customer's implementation environment (more below related to environments). Those testing costs will be borne by the Customer and administered by the Customer. *FASTER* will provide to the Customer any and all of the test cases which *FASTER* has already performed during its testing free of charge to use at the Customer's expense.

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c. COTS Software Approvals & Testing:

As a result of the nature of a COTS system, the implementation of the COTS software components will not require the Customer or *FASTER* to do test plan approvals, requirements documentation approvals, gap analysis or gap analysis approvals.

The Customer may choose to do whatever testing it deems necessary on the COTS software components during the implementation in the Customer's implementation environment (more below related to environments). Those testing costs will be borne by the Customer and administered by the Customer. *FASTER* will provide to the Customer any of the 50,000+ test cases which *FASTER* has already performed during its normal COTS release cycle free of charge to use at the Customer's expense.

d. Data Conversion Testing:

If noted in Schedule A, *FASTER* will perform data conversion services: If data conversion services are provided, *FASTER* will perform data validation testing that validates the accuracy of the data *FASTER* loads into the Customer's *FASTER* Web database against the data provided by the Customer and confirms the Customer's data in the *FASTER* Web database meets the business rules of *FASTER*. Once *FASTER* has completed data validation testing internally, *FASTER* will provide the Customer a Soft Go-Live copy of the database that contains the data *FASTER* loaded. The Customer can then perform whatever due diligence it deems necessary to validate this data in the Customer's implementation environment. If the Customer chooses it can redundantly perform some or all of the same Data Validation tests cases *FASTER* performed. *FASTER* will provide data validation test cases for the Customer to use free of charge. All Customer data testing will be performed by the Customer at the Customer's expense. Any data defects the Customer finds and reports during its implementation testing that is found to be the result of *FASTER's* work will be corrected by *FASTER*.

2. Change Requests

a. COTS Add-ons: Change Requests to add COTS add-on components can be done any time up to the time of the installation of the COTS components included in the SOW or after the Go-Live and there will only be the added costs which relate to adding those components and any added implementation tasks, such as training.

b. Change Requests for Custom Work: The Customer may make a change request(s) for custom work at any time in writing and submit to *FASTER*'s Implementation Project Manager. *FASTER* will provide the Customer with a written estimate of added costs and/or time delay resulting from the change request(s). It is understood by the parties that change requests that occur after the Customer has approved the Requirements Document may lead to higher cost and time delay due to the fact that *FASTER* may need to re-write the Requirements Document, re-do the approval process, re-work code or re-test. The Customer will review and modify if needed *FASTER*'s written response to change request(s) and notify *FASTER* in writing whether it wants to proceed with the change request(s).

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3. Taxes

Prices and fees are exclusive of all federal, state, municipal, or other government, excise, sales, use, occupational, or like taxes now in force or enacted in the future and, therefore, prices are subject to an increase equal in amount to any tax *FASTER* may be required to collect, or pay, upon the sale or delivery of items purchased or licensed. If a certificate of exemption, or similar document or proceeding, is to be made in order to exempt the sale from sales or use tax liability, the Customer will obtain and pursue such certificate, document or proceeding.

4. Proprietary Rights of *FASTER*

a. Nature of Rights and Title: Customer recognizes that all computer programs, system documentation, and other materials supplied by *FASTER* to Customer are subject to the proprietary rights of *FASTER*. Customer agrees that the programs, documentation, and all information or data supplied by *FASTER*, in machine-readable form are trade secrets of *FASTER*, are protected by civil and criminal law, and by the law of copyright, are very valuable to *FASTER*, and that their use and disclosure must be controlled.

Title: *FASTER* retains title to and all intellectual property rights to all programs, documentation, information or data furnished by *FASTER*. Customer retains rights to the asset data related to its property which is housed within the MSSQL database. Other aspects of that MSSQL database, such as database structure and database objects remain the confidential property of *FASTER*.

Customer shall keep each and every item to which *FASTER* retains title free and clear of all claims, liens and encumbrances except those of *FASTER*; and any act of Customer, voluntary or involuntary, purporting to create a claim, lien, or encumbrance on such an item shall be void.

b. Restrictions on Customer Use: The computer programs and other items supplied by *FASTER* hereunder are for the sole use of Customer and Customer's employees/agents.

i. Competitive Uses: Customer agrees that while this Agreement is in effect or while it has custody or possession of any property of *FASTER*, it will not directly or indirectly lease, license, sell, offer, negotiate, or contract to provide any software similar to that supplied hereunder to any third party, but this clause shall not be construed to prohibit Customer from acquiring, for its own use, software from third parties. Customer agrees that while this Agreement is in effect, or while it has custody or possession of any property of *FASTER*, it will not:

1. Copy or duplicate, or permit anyone else to copy or duplicate, any physical or electronic version of the programs, databases, documentation, or information furnished by *FASTER*.

2. Create or attempt to create, or permit others to create or attempt to create, by reverse engineering or object program or otherwise, the source programs, or any part thereof, from the object program or from other information made available

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under this Agreement or otherwise, (whether oral, written, tangible, or intangible). Customer may copy for its own use, and at its own expense, documentation and any other materials provided by *FASTER*.

3. Modify or permit others to modify the system's database structure. Any such modifications may void *FASTER's* warranties and *FASTER's* obligation to provide Software Upgrades and Support pursuant to Schedule B.

ii. Demonstrations. Due to the proprietary nature of *FASTER*'s Fleet Management System, Customer agrees not to demonstrate or show this system to any competitors, or consultants that work with competitors, of *FASTER*.

c. Transfer/Expansion of Rights

The Customer's rights to use the programs, documentation, and other materials supplied by *FASTER* under this Agreement shall not be assigned, licensed, or transferred to a successor, affiliate or any other person, firm, corporation, or organization voluntarily, by operation or law, or in any other manner without the prior written consent of *FASTER*, which shall not be unreasonably withheld.

d. Remedies

If Customer attempts to use, copy, license, or convey the items supplied by *FASTER* hereunder in a manner contrary to the terms of this Agreement or in competition with *FASTER* or in derogation of *FASTER's* proprietary rights, whether these rights are explicitly herein stated, determined by law, or otherwise, *FASTER* may, in addition to other remedies available to it, seek equitable relief enjoining such action.

e. Binding Effect & Definitions

The Customer agrees that this Agreement binds the named Customer and each of its employees, agents, representatives, and persons associated with it. This Agreement further binds each affiliated organization and any person, firm, corporation, or other organization with which the Customer may enter a joint venture or other cooperative enterprise. The term employee means individual on whose behalf the Customer withholds income taxes or makes contributions under the federal insurance contributions act or similar statutes in other nations.

5. Exclusion of Incidental, Consequential and Certain Other Damages

Neither *FASTER* nor its suppliers shall be liable for any special, incidental, indirect, punitive or consequential damages arising out of the use of or inability to use the *FASTER* components or the support services, or the provision of or failure to provide support services under this Agreement.

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6. Limitation of Liability

   Customer agrees that *FASTER's* liability to Customer or any third party due to negligent professional acts, errors or omissions or breach of contract by *FASTER* will be limited to an aggregate of *FASTER's* total fee.

7. Confidential Information

   "**Confidential Information**" means the Services, any software provided by *FASTER* to Customer under this Agreement, the logon identifiers and passwords provided to Customer and its Authorized Users, materials marked confidential by Customer or *FASTER* and any other information conveyed under this Agreement in writing or orally that is designated confidential or by the circumstances in which it is provided. Each party acknowledges and agrees that: (a) the Confidential Information constitutes trade secrets of the party owning such Confidential Information; (b) it will use Confidential Information of the other party solely in accordance with the provisions of this Agreement; and (c) it will not disclose, or permit to be disclosed, the Confidential Information of the other party to any third party without the disclosing party's prior written consent. Each party will take all reasonable precautions necessary to safeguard the confidentiality of the other party's Confidential Information including, at a minimum, those precautions taken by a party to protect its own Confidential Information of a similar nature, which will in no event be less than a reasonable degree of care. Confidential Information will not include information that is: (a) publicly available through no fault of the receiving party; (b) already in the other party's possession and not subject to a confidentiality obligation; (c) obtained by the other party from any source without breach of any obligation of confidentiality; or (d) independently developed by the other party without reference to the disclosing party's Confidential Information. Either party may disclose such Confidential Information as is required to be disclosed by order of a court or other governmental entity; provided reasonable notice is given to the party owning such Confidential Information so that such party may challenge the disclosure or obtain a protective order or other equitable relief. The obligations in this section as to Confidential Information shall continue for a period of five years following termination of this Agreement**.**

8. Term and Termination

   The initial term of this Agreement shall be for one year from the Effective Date. After expiration of the initial term, Customer's Services included in this Agreement shall automatically renew for successive one-year periods (the initial term and each renewal term, a "**Term**") unless either party provides written notice of non-renewal at least 60 days prior to commencement of the applicable renewal term. The costs for Services in this agreement will increase by 3% (three percent) each year. The parties will work in good faith to allow for each party to unwind this relationship if termination occurs.

   a. Termination by *FASTER*

      FASTER shall have the right, upon notice to Customer, to terminate this Agreement if: (a) Customer fails to pay *FASTER* any amount due hereunder and such failure to pay is not cured within 30 days following *FASTER*'s notice to Customer of such breach; (b) Customer materially breaches any term or condition of this Agreement, provided such breach is not

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cured by Customer within 30 days following *FASTER*'s notice to Customer of such breach; or (c) Customer (i) terminates or suspends its business activities; (ii) makes an assignment for the benefit of creditors, or becomes subject to direct control of a trustee, receiver or similar authority; or (iii) becomes subject to any bankruptcy or insolvency proceeding under federal or state statutes.

b. Termination by Customer

Customer will have the right, upon notice to *FASTER*, to terminate this Agreement if (a) *FASTER* is in material breach of this Agreement and *FASTER* fails to remedy such material breach within 30 days of its receipt of such notice; (b) as provided by Section 3(a) of Schedule B; (c) *FASTER* (i) terminates or suspends its business activities; (ii) makes an assignment for the benefit of creditors, or becomes subject to direct control of a trustee, receiver or similar authority; or (iii) becomes subject to any bankruptcy or insolvency proceeding under federal or state statutes.

9. General

a. Agreement Modifications

This Agreement can be modified only by a written agreement duly executed by persons authorized to sign agreements on behalf of Customer and of *FASTER*. Any variance from the terms and conditions of this Agreement in any order or other written notification from the Customer will be of no effect.

b. Entire Agreement

This Agreement constitutes the entire agreement among the parties, and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding on any party except to the extent incorporated in this Agreement.

c. No Other Warranties outside of this Agreement

EXCEPT FOR THE EXPRESS WARRANTIES STATED IN THIS AGREEMENT, *FASTER* DISCLAIMS ALL WARRANTIES WITH REGARD TO THE *FASTER* PRODUCT SOLD HEREUNDER, INCLUDING ALL IMPLIED WARRANTIES OF MARKETABILITY AND FITNESS AND ALL OBLIGATIONS OR LIABILITIES ON THE PART OF *FASTER* FOR DAMAGES INCLUDING, BUT NOT LIMITED TO, CONSEQUENTIAL DAMAGES ARISING OUT OF, OR IN CONNECTION WITH, THE USE OR PERFORMANCE OF THE SYSTEM.

d. Severability

If any provision or provisions of this Agreement shall be held to be invalid, illegal, or non-enforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

e. Force Majeure

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Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if the delay or default is caused by conditions beyond its control including, but not limited to, Acts of God, Government restrictions, wars, insurrections and or any other causes beyond the reasonable control of the party whose performance is affected.

f. Limitation Period (3 years)

No action, regardless of form, arising out of this Agreement may be brought by either party more than three (3) years after the cause of action has arisen, or, in the case of non-payment, more than three (3) years from the date of the last payment.

g. Public Agencies

With *FASTER's* approval, this Agreement may be extended for use by other municipalities and government agencies of any state. Any such usage by other municipalities and government agencies must be in accord with the ordinance, charter, and/or rules and regulations of the respective political entity. Special discount/s provided to Customer will not necessarily apply to other customers. Customer does not accept any responsibility or involvement in the purchase orders or contracts issued by other public agencies.

h. Governing Law

This Agreement will be governed by the laws of the State of Virginia. The Customer acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions. Further, the Customer agrees that it is the complete and exclusive statement of the agreement between the parties, which supersedes all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this Agreement.

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AGREED TO:

City of Roseville, CA:	TT FASTER LLC DBA *FASTER* Asset Solutions:
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

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Schedule B: Software Upgrades & Support Agreement:

1. Scope: Software Upgrades & Support will consist of: (i). Upgrades to the Commercial Off the Shelf (COTS) software and custom software listed in Section 3; (ii). Correction of defects to keep the software in conformance with the applicable user documentation as noted in Section 4; and (iii). Telephone support listed in Section 5.

   Support will not include: (i) set-up, installation, or configuration of hardware and software required for the Customer to access the *FASTER* software unless a separate hosting or Software as a Service (SaaS) schedule is included in this Agreement.

   To the extent Customer used a previous version of the software or a legacy *FASTER* product and maintains that version or legacy *FASTER* product, this Agreement does not extend Software Upgrades & Support to that previous version or a legacy *FASTER* product unless specifically stated. Software Upgrades and Support for a previous software version or legacy *FASTER* product will require a separate Software Upgrades & Support Agreement at an additional cost.

2. Representative. Customer will identify both a Representative and an alternate to be designated as *FASTER*'s contact(s) for communicating with *FASTER* concerning support, making other requests, or providing notice under this Agreement. Customer may change the Representative upon notice to *FASTER* (other members of Customer's Team may place support calls to *FASTER* Support).

3. Software Upgrades:

   a. All software from *FASTER* requires that the Software Upgrades & Support Agreement be renewed annually by Customer. After the first year, Software Upgrades & Support will automatically renew unless Customer cancels per the termination provisions identified herein. Software Upgrades & Support provides the following upgrade benefits:

      i. Upgrades for the Core COTS Product: Each new version release of the specific "Core COTS Product," which are included under this Agreement, are provided at no added cost to Customer. As long as Software Upgrades & Support is maintained, Customer is entitled to new version releases of the *FASTER* product included under this Agreement.

      ii. Upgrades to Add-on Products and Customizations: All Add-on Products and customizations will be upgraded to function with new versions of the Core COTS Product as long as Customer continues to renew Software Upgrades & Support. And as long as Customer remains current on Software Upgrades and Support, the Customer may license additional add-ons.

4. Software Defects: Software Upgrades & Support covers issues or problems that are the result of verifiable, replicable errors (*FASTER* will use all reasonable means to verify and replicate) in the software ("Verifiable *FASTER* Defect"). An error will be a Verifiable *FASTER* Defect only if it constitutes a material failure by the software to function in accordance with the applicable

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software documentation. This documentation encompasses the COTS products and, if custom integrations are included in Schedule A, the detailed Requirements Document for which Customer signed-off for any customization.

5. *FASTER* Software Support Coverage: Customer will have access to *FASTER*'s Technical Software Support Personnel ("Software Support") during Normal Business Hours. For the purposes of this Agreement, Normal Business Hours are defined as 7:30 am to 6:00 pm EST/EDT, Monday through Friday (excluding U.S. public holidays). Communications with Technical Support may be via telephone or e-mail. In addition to the support obligations listed above, *FASTER* provides emergency phone support twenty (24) hours a day, seven (7) days a week outside of Normal Business Hours by having Support staff members on-call for phone support for issues defined below under "Emergency *FASTER* Support."

6. Emergency *FASTER* Support is available when: A. The system is frozen; B. The system has crashed and will not recover; or C. Customer cannot process work in the system.

7. IT Support & Consulting Not Provided: Unless Customer contracted *FASTER* to provide hosting, *FASTER* Support does not include IT tasks such as hardware upgrades or changes; server operating system or relational database management system installs, patches or upgrades; backup and restore or disaster recovery; virtual machine management; server and database cluster tasks, etc. (if *FASTER* is providing hosting, a separate schedule will address hosting and hosting support).

8. Other Limitations on Support: *FASTER* will provide troubleshooting and advice related to mistakes Customer's employees may make (data deletion, data input error, administrative or user errors, etc.). As a courtesy, *FASTER*'s Support Staff accepts such calls and is willing to assist Customer in attempting to resolve such issues that are outside the scope of support outlined in this Agreement. As such, while *FASTER* staff often is able to add value in root cause analysis and troubleshooting of issues that are outside of *FASTER*'s responsibilities, there may be occasions when *FASTER* must discontinue support efforts on issues that are outside of *FASTER*'s responsibilities to be attentive to other customers' support issues.

9. Training: Support does not include training. Live-remote training via a web-based medium, such as GoToMeeting, can be provided for an additional cost. *FASTER* also offers Regional Training for an added cost in geographic areas where there are concentrations of customers.

10. Customer's Responsibilities:

    a. Customer's Representative must be qualified and authorized to communicate all necessary information. And unless *FASTER* is hosting the environment, Customer must have administrative access to the *FASTER* application, must have access to the database and hardware resources to be able to perform diagnostic testing and be available for follow-up, if required. *FASTER* does accept calls from Customer Staff who do not meet the above requirements. However, resolution of some issues may require a Customer Staff member who meets the above criteria be available.

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b. Customer accepts sole responsibility for any compatibility problems between the Services and any other application software or non-current software programs not maintained or supported by *FASTER*.

11. Submitting a Request: Customer should be prepared to provide the following:

    a. Telephone number and alternate method of contact (i.e., email address);
    b. A description of Customer's problem or question;
    c. Provide screen capture/s or video/s of the issue;
    d. The circumstances under which the problem does or does not occur;
    e. Specific error messages, error numbers, log files and program numbers; and
    f. For customers who host *FASTER* on their internal IT infrastructure, additional information may be needed such as: Version of the *FASTER* Software in use, client or server operating systems versions, hardware specifications, etc.

12. *FASTER* will follow the below process to assist Customer with resolution of issues:

    a. During Normal Business Hours, *FASTER*'s answering of phone calls is as follows: 95% by the third ring, 99% by the fifth ring.
    b. There is an exception to the above during *FASTER* Support Team training, which will occur no more than twice a month and for no more than 90-minutes each. During these training sessions, the response time may drop to 90% of calls answered by the fifth ring.
    c. *FASTER*'s response to email support requests during Normal Business Hours is: 95% within three hours and 99% within one business day.
    d. Once contact with a *FASTER* Support Team Member is established via phone or email, a case will be created for tracking purposes and the supplied information will be documented such that a Customer may request a case number for tracking purposes.
    e. In order to resolve the issues on Customer's first call, *FASTER*'s Support is structured to: answer Customer's questions and identify logs, tests or error information the Customer needs to acquire and submit in order to troubleshoot the issue during that first phone call.
    f. If the issue cannot be resolved in one phone call, the Support Team Member who took the call will diligently strive for timely resolution. If the Support Team Member cannot timely resolve this issue, he/she will engage with his/her supervisor to assign the case to the appropriate staff member for either resolution or escalation of the case to the Development Team.

Term:

For a new customers: The term is dictated by the Statement of Work & Pricing Document.

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For customers migrating to *FASTER* Web: The term and cost is dictated by the Statement of Work & Pricing Document.

For customers renewing annual Software Upgrades & Support for their current *FASTER* product: The term of this Agreement shall be for one year from the day after the expiration of the previous year's Software Upgrades & Support Agreement. The renewal will include a 3% (three percent) cost increase from the previous year's Software Upgrades & Support Agreement.

A lapse in Software Upgrades & Support is defined as non-payment for 60-days after the expiration of the previous year's annual Software Upgrades & Support Agreement. Should the Customer lapse in its continuity for Software Upgrades & Support by non-payment of more than 60-days, renewal of annual Software Upgrades & Support will be at *FASTER*'s discretion and may require a penalty payment and a price that is based on current retail price.

Customer may opt to terminate Software Upgrades & Support at the end of the Upgrade & Support term identified in the Statement of Work & Pricing.

Customer may renew Software Upgrades & Support by paying for the next year's annual Software Upgrades & Support with a 3% (three percent) increase within 60-days after the end of the previous support period.

A customer may, at any time, license other *FASTER* software that will also have a Software Upgrades & Support fee. There will be an additional Software Upgrades & Support fee due at the time of licensing the additional software based on the associated licensing fee. That fee is determined by *FASTER* pro-rating the months remaining on the current year's Software Upgrades & Support. And the following year's Software Upgrades & Support will include an increase reflecting that licensing and the commensurate 3% (three percent) increase.

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Schedule C: Software License Agreement

1) Scope of License

a) Grant:

Subject to and conditioned on Customer's compliance with the terms and conditions of this Agreement, *FASTER* grants Customer a personal, non-exclusive, non-transferable, non-sublicensable, limited license for its Authorized Users to use the Licensed Software on behalf of Customer solely during the subscription term set out in Schedule E: Pricing & Payments Terms (including all orders and/or addenda accepted following execution of this Agreement, which shall be incorporated automatically into Schedule E at the time of acceptance) and for Customer's internal business purposes in accordance with the Documentation. Under the foregoing license, Customer may either (a) install and/or host the Licensed Software on *FASTER's* hosting provider's hardware, as agreed by the Parties in Schedule E; (b) install and/or host the Licensed Software on Customer's, or its designated contractor's, hardware and in the number of copies of the Licensed Software permitted in Schedule E (or other licensing metric set forth therein, as applicable); or (c) any combination of the foregoing (a) and (b).

b) Limitations. Customer shall not, and shall require its Authorized Users not to, directly or indirectly: (a) use (including make any copies of) the Licensed Software or Documentation beyond the scope of the license granted; (b) provide any other person or entity, including any subcontractor, independent contractor, affiliate or service provider of Customer, with access to or use of the Licensed Software or Documentation; (c) modify, translate, adapt or otherwise create derivative works or improvements, whether or not patentable, of the Licensed Software or Documentation or any part thereof; (d) combine the Licensed Software or any part thereof with, or incorporate the Licensed Software or any part thereof in, any other programs other than as contemplated by Schedule E or by the Documentation; (e) reverse engineer, disassemble, decompile, decode or otherwise attempt to derive or gain access to the source code of the Licensed Software or any part thereof; (f) remove, delete, alter or obscure any trademarks or any copyright, trademark, patent or other intellectual property or proprietary rights notices provided on or with the Licensed Software or Documentation, including any copy thereof; (g) copy the Licensed Software or Documentation, in whole or in part, other than as permitted by this Agreement; (h) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available the Licensed Software, or any features or functionality of the Licensed Software, to any third party for any reason, whether or not over a network or on a hosted basis, including in connection with the internet or any web hosting, wide area network (WAN), virtual private network (VPN), virtualization, time-sharing, service bureau, software as a service, cloud or other technology or service; (i) use the Licensed Software or Documentation in violation of any Law, regulation or rule; or (j) use the Licensed Software or Documentation for purposes of competitive analysis of the Licensed Software, the development of a competing software product or service or any other purpose that is to *FASTER's* commercial disadvantage.

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2) SaaS Services.

a) Access. Subject to and conditioned on Customer's compliance with the terms and conditions of this Agreement, *FASTER* will provide Customer's Authorized Users a personal, non-exclusive, and non-transferable right to access and use the Licensed Software on behalf of Customer solely during the subscription term set out in Schedule E and for Customer's internal business purposes in accordance with the Documentation. *FASTER* shall host the Licensed Software on *FASTER's* hardware, during the Access Term, as agreed by the Parties in this Agreement.

b) Acknowledgment. Customer acknowledges and agrees that this Agreement and the rights provided pursuant to this Section 2 is a services agreement and *FASTER* will not be delivering copies of the Licensed Software to Customer or its Authorized Users as part of the SaaS Services.

c) Proprietary Rights. Customer acknowledges and agrees that the Licensed Software and any necessary software used in connection with the services provided under this Agreement contain proprietary and confidential information that is protected by applicable intellectual property and other laws. Customer further acknowledges and agrees that the content or information presented to the Customer through the services provided pursuant to this Agreement may be protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except where expressly provided otherwise by *FASTER*, nothing in this Agreement or Documentation shall be construed to confer any license to any of *FASTER's* intellectual property rights, including, but not limited to, the Licensed Software, whether by estoppel, implication, or otherwise.

d) Limitations. Customer shall not, and shall require its Authorized Users not to, directly or indirectly: (a) use (including make any copies of) the Licensed Software or Documentation beyond the scope of the access and use granted; (b) provide any other person or entity, including any subcontractor, independent contractor, affiliate or service provider of Customer, with access to or use of the Licensed Software or Documentation; (c) modify, translate, adapt or otherwise create derivative works or improvements, whether or not patentable, of the Licensed Software or Documentation or any part thereof; (d) combine the Licensed Software or any part thereof with, or incorporate the Licensed Software or any part thereof in, any other programs other than as contemplated by Schedule E and the Documentation; (e) reverse engineer, disassemble, decompile, decode or otherwise attempt to derive or gain access to the source code of the Licensed Software or any part thereof; (f) remove, delete, alter or obscure any trademarks or any copyright, trademark, patent or other intellectual property or proprietary rights notices provided on or with the Licensed Software or Documentation, including any copy thereof; (g) copy the Licensed Software or Documentation, in whole or in part; (h) rent, lease, lend, sell, license, assign, distribute, publish, transfer or otherwise make available the Licensed Software, or any features or functionality of the Licensed Software, to any third party for any reason, whether on a network or on a hosted basis, including in connection with the internet or any web hosting, wide area network (WAN), virtual private network (VPN), virtualization, time-

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sharing, service bureau, software as a service, cloud or other technology or service; (i) use the Licensed Software or Documentation in violation of any Law, regulation or rule; or (j) use the Licensed Software or Documentation for purposes of competitive analysis of the Licensed Software, the development of a competing software product or service or any other purpose that is to *FASTER's* commercial disadvantage.

3) The term of this license or subscription will, unless written notice of termination is given at least 60 days prior to the end of the then-current term, automatically renew at the end of each term for a subsequent term equal in duration to the original term.

4) Environment:

   Customer understands that it may use the Licensed Software in a single environment. In this Agreement, an "environment" is defined as a single installation (instance) of the Licensed Software and one *FASTER* Web database.

   a) SINGLE *FASTER* TEST/PRODUCTION ENVIRONMENT: In order to minimize costs, as well as control quality and reduce risk, there will only be one environment through the implementation process. This environment, upon installation and during implementation will be the test environment on which all tasks (system overview, configuration, testing, training, etc.) will be performed. Upon loading a final Go-Live database, this test environment will then be promoted to become the production environment.

   b) OTHER TEST OR DEVELOPMENT ENVIRONMENT/S: Customer may request a separate test or development environment for other purposes (e.g., during the implementation or after Go-Live) with the additional license and annual support fees outlined in Schedule E.

5) Software Modifications:

   Customer may not modify the Licensed Software, including, but not limited to, reverse engineering of any component of the Licensed Software in order to perform any such modifications. Should Customer violate this provision, all warranties associated with the Licensed Software are null and void.

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Schedule D: Hosting & Hosting Service Level Agreement (SLA)

1. Environment:

Single Environment: Customer understands that, unless the Customer subscribes to additional environments, it will access *FASTER*'s proprietary software in a single environment with one instance of the software and one database. Therefore, in this Agreement, an "environment" is defined as "a single install or instance of the *FASTER* application and a single *FASTER* database."

Test/Production Environment: In order to minimize Customer's and *FASTER*'s IT costs, as well as to control quality and reduce risk, Customer will have only one environment through the implementation process. This environment, upon deployment and during implementation will be the test environment on which all tasks (system overview, configuration, testing, training, etc.) will be performed. Upon restoring a final Go-Live database, this same test environment will then become the production environment.

Additional Environments: Customer may request a separate test or development environment for other purposes (e.g., during the implementation or after Go-Live) with payment of an additional annual subscription fee.

2. Administration:

FASTER will issue to Customer's designated "Administrator" an individual logon identifier and password ("Administrator's Logon") for purposes of the Customer administering the Services. Using the Administrator's Logon, the Administrator shall assign each remaining Authorized User a unique logon identifier and password and assign and manage the business rules/permissions that control each such Authorized User's access to the Services. Customer shall use commercially reasonable efforts to ensure that each Authorized User will: (a) Use a logon identifier to access all areas of the system and not allow the system to be accessed without a logon identifier; (b) not disclose his/her logon identifier to any person or entity; (c) not permit any other person or entity to use his/her logon identifier and (d) use the Services solely in accordance with the terms and conditions of this Agreement.

3. Database Backups

An incremental backup of the database to a local drive will occur hourly. And a full backup will occur nightly. Both the hourly and nightly full backups will be stored offsite.

4. Database Rights and Access:

4.1 Data Rights: Customer maintains full rights to its data contained in the database upon termination of this Agreement.

4.2 Access to Database: Unless the Customer purchases the optional "Database Access," the Customer will not have access to the database or database server. However, the Customer will have access to download a copy of the database backup file on a regular basis. In addition, through the user interface of *FASTER* Web the Customer will have access to the

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Business Intelligence built into *FASTER* Web to search data, run reports and view data in dashboards.

In other words, this means that unless you purchase the optional "Database Access," which is at an added cost, there will NOT be the ability to run queries against the database or access the database directly in any way. As noted above, you can still get copies of the database backup file.

5. Hosting Service Level Agreement:

5.1 Availability: *FASTER* shall maintain a data center adequate to support Services to Customer twenty-four (24) hour per day, seven (7) days per week (excluding scheduled maintenance) with service availability of not less than 99.9% **(the "Service Level Commitment")** calculated as specified below. (99.999% guaranteed up-time is available through a mirrored replication to a fail-over, co-location at an extra cost.)

5.1.1 Formula. The Service will, subject to the exceptions listed below, be available for a percentage of each calendar month **at least** equal to the Service Level Commitment. The availability of the Service for a given month will be calculated according to the following formula (referred to herein as the "Availability"):

Where: Total minutes in the month = TMM
Total minutes in the month the Service is unavailable = TMU
And: ((TMM-TMU) X 100)/TMM = Availability

5.1.2 For purposes of this calculation, the Service will be deemed to be unavailable if Service application functions do not successfully complete. Further, the Service will not be deemed Unavailable for any downtime or outages excluded from such calculation by reason of the exceptions set forth in Sections 5.1.3 and 5.1.4 below. *FASTER*'s records and data will be the sole basis for all SLA calculations and determinations.

5.1.3 Exceptions: (a). Maintenance performed at Customer's request outside of the normally scheduled maintenance will not be considered an outage. (b). The Service will not be considered to be Unavailable for any outage that results from any maintenance performed by *FASTER* of which Customer is notified 48 hours in advance and to which Customer does not **reasonably** object during the standard *FASTER* implementation window(s) agreed upon by *FASTER* and Customer during Customer's implementation period. (c). Errors or issues created by the Customer will not be considered. (d). Should the Customer opt to purchase for an added cost access to the database, *FASTER* is not accountable for disruptions caused by the Customer's actions related to the database.

5.1.4 The *FASTER* Network extends to, includes and terminates at the data center located router that provides the outside interface of each of *FASTER*'s WAN connections to its backbone providers (referred to herein as the "*FASTER* Network"). The Service will not be considered Unavailable for any outage unavailability of the Service due to (a) Customer's information content or application programming, acts or omissions of Customer or its agents, (b) failures of Internet backbone itself and the third-party network by which Customer connects to the Internet backbone or any other network unavailability outside of the *FASTER* Network; (c)

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delays or failures due to circumstances beyond *FASTER*'s reasonable control that could not be avoided by its exercise of due care; or (d) any other outage or downtime outside the *FASTER* Network.

5.2 Remedies: Subject to the exceptions provided for in this SLA, Customer will have the rights set forth below.

5.2.1 If the total Availability (as calculated in Section 5.1 above) for a given month is **(a) below the** Service Level Commitment **and greater than or equal to 99.5%, Customer will receive three (3) Service Credits; (b) below 99.5% and greater than or equal to 99.0%, Customer will receive ten (10) Service Credits; and (c) below 99.0%, Customer will receive fifteen (15) Service Credits. Notwithstanding the foregoing and in lieu of the preceding Service Credits, any continuous outage of more than twenty-four (24) hours shall automatically result in a total of** one month's value of Service **Credits**. If Service Level Commitment is not met for a second time in a thirty (30)-day period, then Customer shall be entitled to receive at Customer's election, either (i) another month's **value of Service Credits**, or (ii) the right to terminate this Hosting & Hosting Service Level Agreement.

5.2.2 For purposes of this SLA, a Service Credit will be deemed to be an amount equal 1/30th of the monthly fee for the hosting to the affected **customers of the** Services (herein referred to as "Service Credit"). Service Credits will be recognized for billing purposes in the month following the month giving rise to such Service Credits. All service credits will be calculated assuming a 30-day month. Except as provided above in Section 5.2.1 of this SLA, Customer's right to receive service credit(s) will be Customer's exclusive remedy for *FASTER*'s failure to satisfy the **Service Level** Commitment.

5.2.3 Remedies will not accrue (i.e., no Service Credits will be issued and an outage will not be considered unavailability for purposes of this SLA) if Customer is in breach of its payment obligations either when the outage occurs or when the credit would otherwise be issued.

5.3 Term: Hosting shall have a term of one year, and the term shall commence upon allocation of hardware in the datacenter, which will occur in the early stages of the implementation. After twelve months from commencement, these hosting services will automatically renew in one-year increments unless cancelled by either party, provided a written notice of cancellation is received by the other party sixty (60) days in advance of anniversary date of commencement.

5.4. Performance: Customer understands that performance of the *FASTER* system is dependent on multiple factors. For example, Customer approved users can only access the system with a PC that meets the minimum client specifications provided by *FASTER*. Customer may need to request its IT Department increase bandwidth and/or improve network connections in order to improve performance. Also, Customer understands that system performance is affected by variables that *FASTER* cannot fully control, such as user habits, number of simultaneous users and database size.

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FASTER Web

FASTER **Asset Solutions**

Statement of Work (SOW)

Created For:
City of Roseville
Date:
August 25, 2022
Senior Software Consultant:
Steve Specht

Qty	Description
FMIS Core COTS System	
1,000	002 – Software Cost: Standard Active Assets: This price includes up to quantity listed standard active assets (which are defined as originally valued at $5,000 or greater and active). Each additional asset will be $85.00. This is includes one instance of the FASTER Web Application with one database. Unlimited user access (named accounts) included.
Add-ons	
1	207nc – Dashboard The Dashboard add-on provides easy access to an at-a-glance overview of key performance indicators and data for your organization. The FASTER Dashboard is designed to give fleets a way to monitor performance, communicate, and make quick decisions about their operations. It comes with 20 Key Performance Indicators (KPIs) charts within the Dashboard Add-on, which includes the 8 module landing charts available within FASTER Web which can also be accessed via the Dashboard for one convenient high level overview.
1	208: Barcoding Add-on: The FASTER Barcoding Add-on provides the ability to scan and print labels (hardware is not included). This module allows for ease of data entry as well as inventory control. It also is beneficial when an in-house numbering system is in use, scanning either the in-house label or the OEM label. •Simplifies inventory and intake processes for inventory items and storerooms. •Quickly scan incoming inventory with 2D or Symbology – Code 128 barcodes. •Reduces data errors that occur with any manual data entry process. •Print barcode labels for items, including labels for a range of items simultaneously. Prerequisites It is important that you have your hardware setup and operating prior to your implementation. The Barcoding add-on does not include hardware, (i.e. scanners and printers).

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1	300 – Single Vendor Fuel Import: The Fuel Import (FI) is a COTS add-on. It is a robust yet inexpensive way to import data from a Fuel System Vendor (FSV). It requires significant configuration and testing by FASTER. Below are important items the customer will need to provide for FASTER to configure, test and deploy: 1. FSV Fuel File Layout Definition – This is the layout for the export file you plan on receiving regularly from your FSV. It defines your fuel export file's columns, positions and/or delimiters (if used). 2. Fuel System Export Files - Live production export files from the fuel system, including the complete disbursement transaction data. A minimum of 100 transactions will be needed for proper testing. The export files generated from your fuel system must be flat files, not reports, and not generated in Microsoft Excel. It is important you ensure your FSV does not change this export file as any changes may require additional configuration and testing. 3. Completed FI-Customer Configuration Form -This is a detailed form that assists you in providing all the information required for the FI to be configured and tested properly. (This FI does not import Site & Dispenser information. You can add the importing of Site & Dispenser data to the FI for an additional cost of $2,575.)
1	303: Single Vendor Fuel Import Site and Dispenser Supplemental This is an optional add-on to the COTS Fuel Import (FI) to enable you to track the fuel site and/or dispenser from which your fuel came from. • Allows configuration to track Inventory Items so fuel imports deplete quantity from inventory.
Custom Integrations	
1	Custom Integrations Customized Reports and Integrations Customer research and requirements gathering. Presentation and acceptance of report/integration scope Development, testing and go live delivery of report/integration Reports and Scripts are evaluated based on level of effort, development time, testing, and implementation. SSRS based exports would require Level III or Enterprise Level Scripts and Reports FASTER (Code: CSTRS) Reports and Scripts Options: Attachment D - Fleet Services - Req 197 - General Ledger Setup - Segments of the Chart of Accounts can be grouped on a user-defined basis into multiple reporting hierarchies (CSTR00) Attachment D - Fleet Services - 375 - Parts - Parts Inventory Management: Have the ability to generate a parts reorder list by vendor, category, part number or storeroom. (CSTR01) Req. #110 - Asset - Asset Management: Ability to integrate with Zonar - Defects from electronic DVIR AND Attachment D – Work Order Management - Integrate work order to attach Zonar defects and the ability to sign off Zonar repairs. (CSTR02) Attachment D - Fleet Services - Req. #146-152 - SYSTEM - Billing - Rent (Flat monthly maintenance fee tied to vehicle type code); Replacement; Fuel; Accident/Abuse work orders; New vehicle prep work orders; Time & Material work orders; Motor Pool charges (CSTR03) Attachment D - Fleet Services - 428 Pm Management - Report - Include all associated services or recalls currently outstanding in a PM due report. System will specify service by mileage dependent on the vehicle. Ability to pull data by date range, mileage range, hour range, specific to each department or service type and priorities. Similar data as report #154 in current system. (CSTR04)

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1	Custom Reports Customized Reports and Integrations Customer research and requirements gathering. Presentation and acceptance of report/integration scope Development, testing and go live delivery of report/integration Reports and Scripts are evaluated based on level of effort, development time, testing, and implementation. SSRS based exports would require Level III or Enterprise Level Scripts and Reports FASTER (Code: CSTRS) Reports and Scripts Options: Attachment D - Fleet Services - 564 - Reporting - Specific Reporting - Equipment status #361 (CSTR00) Attachment D - Fleet Services - 568 - Reporting - Specific Reporting - Physical Inventory worksheet for active parts#407 (CSTR01) Attachment D - Fleet Services - 569 - Reporting - Specific Reporting - Fuel by fuel type summary #419 (CSTR02) Attachment D - Fleet Services - 570 - Reporting - Specific Reporting - Asset replacement #7350 (CSTR03) Attachment D - Fleet Services - 571 - Reporting - Specific Reporting - Accounting fuel report #7351 (CSTR04)
	Custom Reports Customized Reports and Integrations Customer research and requirements gathering. Presentation and acceptance of report/integration scope Development, testing and go live delivery of report/integration Reports and Scripts are evaluated based on level of effort, development time, testing, and implementation. SSRS based exports would require Level III or Enterprise Level Scripts and Reports FASTER (Code: CSTRS) Reports and Scripts Options: Attachment D - Fleet Services - 573 - Reporting - Specific Reporting - Accounting vehicle prep report #7353 (CSTR00) Attachment D - Fleet Services - 574 - Reporting - Specific Reporting - Accounting special maintenance report #7354 (CSTR01) Attachment D - Fleet Services - 575 - Reporting - Specific Reporting - Accounting rent report #7355 (CSTR02)
Data Services	
1	400a - Level 1 Data Conversion and Testing: Equipment Birth Certificates, Parts Birth Certificates, Vendor Birth Certificates, Employees/Users Records. This product utilizes a utility and series of packages to convert your data to a FASTER Web database. As part of conversion, FASTER will perform two types of testing: 1. Functional stability testing to ensure that there are no data conflicts with the FASTER Web table structure; 2. Data Validation testing to test that data was converted properly.
1	402 – Extraction to Excel Data Mapping Sheets: If you do not have staff familiar with MSSQL, FASTER can provide a pre-designed data mapping product using Excel spread sheets. This Excel-based data mapping product can be used by your less experienced staff to populate all your data. It requires basic knowledge of Excel and solid knowledge of your fleet data. (After this work product is complete, FASTER will execute the conversion level you chose noted below to create your FASTER Web database and perform data validation testing.)
Training	

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1	511a – System Overview Meetings (SOM): System overview meetings take place via live, remote web-based sessions. They consist of two, 4-hour meetings that will occur on the same day or two consecutive days where the customer will ensure key users are able to participate.
1	511b - Configuration Training This takes place via live, remote, web-based sessions. It consists of two 4-hour sessions that can occur on the same day or two consecutive days. (If you bill by account-code, there will be a third session that will also take 4-hours.)
1	512 – System Training/Go-Live: This training includes the below training agenda. Because training is hands-on, the maximum class size is 20 attendees and includes a single training location. Additional training sessions and trainers can be added at an additional cost any time up to 4-weeks prior to your go-live.
1	512a – Go-Live Week System Training - Asset Module (4 Hrs): Should include FASTER System Admin and Asset Managers.
1	512b – Go-Live Week System Training - Maintenance Module (4 Hrs): Should include FASTER System Admin, Maintenance Supervisor, Service Writers and/or Technician who will create work orders.
1	512c – Go-Live Week System Training - Inventory Module (4 Hrs): Should include FASTER System Admin, Parts Staff and Parts Managers.
1	512d – Go-Live Week System Training - Fuel Module (1 Hr): Should include FASTER System Admin and Fuel Clerk.
1	512e – Go-Live Week System Training - Vendors & Accounting Modules (1.5 Hrs): Should include FASTER System Admin, Accounting Staff and Parts Managers.
2	512f – Go-Live Week System Training - Technician Workstation (2.5 Hrs): Should include FASTER System Admin and Technicians.
Database Management	

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1	Database Management & Setup Establishment of one FASTER Web instance with a single Database. This setup includes the FASTER Web test environment that will be used during the entire implementation, all database configuration, testing, backup configuration, and validation. Includes 24x7x365 cloud database access. This same environment will be promoted to be the production environment at the time of Go-Live. Backups: Hourly database backups will be conducted to ensure consistent and recoverable backups of the database to restore from in the event of an emergency. Database Backups will be limited to 14 days of recoverability. Backups will also be sent daily to a secure, offsite location Includes all support and maintenance for the first year of service.

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Quote

FASTER Asset Solutions
760 Lynnhaven Pkwy, Suite 203
Virginia Beach, VA 23452
United States

T: 4023055850

Quote #	**992 v10**
Date	**Sep 19, 2022**
Expires	**Nov 30, 2022**
Contact	**Steve Specht**

Prepared for

City of Roseville
City Clerk
CA 95747
United States

T: (916) 774-5731
E: cityclerkroseville@roseville.ca.us

ACCEPT QUOTE

Faster Asset Solutions Quote City of Roseville, CA

One-Time Fees

Category	Item	Qty	Price	Total
LICENSE	**FASTER WEB CORE LICENSE FEE** FASTER WEB Core license fee per standard asset. Standard assets are those originally valued at $5,000 or greater and active). • This includes one instance of the FASTER Web Application with one database. • Unlimited user access (named accounts) included. FASTER (Code: 001)	1000	$62.05	**$62,050.00**
SETUP / INTERFACE	**Database Management & Setup** Establishment of one FASTER Web instance with a single Database. This setup includes the FASTER Web test environment that will be used during the entire implementation, all database configuration, testing, backup configuration, and validation. Includes 24x7x365 cloud database access. This same environment will be promoted to be the production environment at the time of Go-Live. • Backups: Hourly database backups will be conducted to ensure consistent and recoverable backups of the database to restore from in the event of an emergency. Database Backups will be limited to 14 days of recoverability. Backups will also be sent daily to a secure, offsite location • Includes all support and maintenance for the first year of service. Faster Asset (Code: DBMS)	1	$11,000.00	**$11,000.00**

One-Time Subtotal $73,050.00

Annual Fees

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Category	Item	Qty	Price	Total
SUPPORT and MAINTENANCE	**FASTER WEB CORE ANNUAL SUPPORT & MAINTENANCE** FASTER WEB Core annual support and maintenance fee per standard asset. FASTER (Code: 001A)	1000	$11.68	**$11,680.00**
SUPPORT and MAINTENANCE	**Database Annual Support and Maintenance** Annual fee for support, maintenance, software upgrades, firmware/database management, data storage, and report management. • Backups: Hourly database backups will be conducted to ensure consistent and recoverable backups of the database to restore from in the event of an emergency. Database Backups will be limited to 14 days of recoverability. Backups will also be sent daily to a secure, offsite location • Includes 24x7x365 cloud database access. FASTER (Code: DBMSANN)	1	$9,000.00	**$9,000.00**

** Annual Support and Maintenance Fees billing schedules are outlined in the terms and conditions.*

Annual Support And Maintenance Subtotal	$20,680.00

FASTER Web Interface Add-On Solutions

One-Time Fees

Category	Item	Qty	Price	Total
SETUP / INTERFACE	**Fuel Import - Single Vendor** Single Vendor Fuel Import This is a single vendor fuel import for a new FASTER Web customer. The import includes 1 (one) of the following options: 1. Import a new fuel vendor fuel transaction file. 2. Import a new fuel file from your existing vendor. FASTER will conduct complete configuration and testing of the fuel file layout and export files (flat files) from the fuel system. Site & Dispenser optional add on is available, if required, to the single vendor fuel import FASTER (Code: 300)	1	$5,150.00	**$5,150.00**
SETUP / INTERFACE	**Single Vendor Site and Dispenser Add On** This is an optional add-on to the Fuel Import (FI) to enable you to track the specific fuel site and/or fuel dispenser. This optional add on allows configuration to track Inventory Items so fuel imports deplete quantity from inventory. Faster Asset (Code: 303)	1	$2,575.00	**$2,575.00**

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Category	Item	Qty	Price	Total
SETUP / INTERFACE	**Dashboard** The Faster Dashboard provides easy access to an at-a-glance overview of key performance indicators and data for your organization. The FASTER Dashboard is designed to give fleets a way to monitor performance, communicate, and make quick decisions about their operations. It comes with 20 Key Performance Indicators (KPIs) charts within the Dashboard Add-on, which includes the 8 module landing charts available within FASTER Web which can also be accessed via the Dashboard for one convenient high level overview. FASTER (Code: 207nc)	1	$10,300.00	**$10,300.00**
SETUP / INTERFACE	**Barcoding Add-On Setup** The FASTER Barcoding Add-on provides the ability to scan and print labels on customer provided hardware. This module allows for ease of data entry as well as inventory control. • Beneficial add on for use with in-house numbering system. OEM labels may be used effectively as well. • Simplifies inventory and intake processes for inventory items and storerooms. • Quickly scan incoming inventory with 2D or Symbology – Code 128 barcodes. • Reduces data errors that occur with any manual data entry process. • Print barcode labels for items, including labels for a range of items simultaneously. FASTER (Code: 208)	1	$6,180.00	**$6,180.00**

One-Time Subtotal $24,205.00

Annual Fees

Category	Item	Qty	Price	Total
SUPPORT and MAINTENANCE	**Fuel Import Single Vendor Support and Maintenance** Annual support and maintenance for fuel import FASTER (Code: 300ann)	1	$1,030.00	**$1,030.00**
SUPPORT and MAINTENANCE	**Single Vendor Site and Dispenser Support and Maintenance** Annual support and maintenance for site and dispenser FASTER (Code: 303ann)	1	$515.00	**$515.00**
SUPPORT and MAINTENANCE	**Dashboard Annual Support and Maintenance** FASTER (Code: 207ncann)	1	$2,060.00	**$2,060.00**
SUPPORT and MAINTENANCE	**Barcoding Add-On Annual Support & Maintenance** Annual recurring support and maintenance for barcode module	1	$1,236.00	**$1,236.00**

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Category	Item	Qty	Price	Total
	FASTER (Code: 208ANN)			

** Annual Support and Maintenance Fees billing schedules are outlined in the terms and conditions.*

Annual Support And Maintenance Subtotal	$4,841.00

FASTER Web Utility Add-On Solutions

One-Time Fees

Category	Item	Qty	Price	Total
CUSTOM	**Custom Integrations** Customized Reports and Integrations • Customer research and requirements gathering. • Presentation and acceptance of report/integration scope • Development, testing and go live delivery of report/integration Reports and Scripts are evaluated based on level of effort, development time, testing, and implementation. SSRS based exports would require Level III or Enterprise Level Scripts and Reports FASTER (Code: CSTRS) Reports and Scripts Options: Attachment D - Fleet Services - Req 197 - General Ledger Setup - Segments of the Chart of Accounts can be grouped on a user-defined basis into multiple reporting hierarchies (CSTR00) Attachment D - Fleet Services - 375 - Parts - Parts Inventory Management: Have the ability to generate a parts reorder list by vendor, category, part number or storeroom. (CSTR01) Req. #110 - Asset - Asset Management: Ability to integrate with Zonar - Defects from electronic DVIR AND Attachment D – Work Order Management - Integrate work order to attach Zonar defects and the ability to sign off Zonar repairs. (CSTR02) Attachment D - Fleet Services - Req. #146-152 - SYSTEM - Billing - Rent (Flat monthly maintenance fee tied to vehicle type code); Replacement; Fuel; Accident/Abuse work orders; New vehicle prep work orders; Time & Material work orders; Motor Pool charges (CSTR03) Attachment D - Fleet Services - 428 Pm Management - Report - Include all associated services or recalls currently outstanding in a PM due report. System will specify service by mileage dependent on the vehicle. Ability to pull data by date range, mileage range, hour range, specific to each department or service type and priorities. Similar data as report #154 in current system. (CSTR04)	1	$39,500.00	**$39,500.00**

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Category	Item	Qty	Price	Total
CUSTOM	☐ **Custom Integrations** *Optional* Customized Reports and Integrations • Customer research and requirements gathering. • Presentation and acceptance of report/integration scope • Development, testing and go live delivery of report/integration Reports and Scripts are evaluated based on level of effort, development time, testing, and implementation. SSRS based exports would require Level III or Enterprise Level Scripts and Reports FASTER (Code: CSTRS) Reports and Scripts Options: Attachment D - Fleet Services - Req. #190 - Fuel System Integration - Option to have the ability to provide real time integrated fuel downloads with FDS. (CSTR00) Attachment D - Fleet Services - 375 - Parts - Parts Inventory Management: Have the ability to generate a parts reorder list by vendor, category, part number or storeroom. (CSTR01) Attachment D - Fleet Services - Req 405 - Parts - Parts Inventory Management: Ability to communicate or provide an upload/download file with Oracle purchase order module to upload/download PO data in system (align with vendor ID). (CSTR02) Attachment D - Fleet Services - Req#11 - Asset Management: System produces asset list by location for physical inventory (CSTR04)	1	$40,000.00	**$0.00** Not Selected
CUSTOM	**Custom Reports** Customized Reports and Integrations • Customer research and requirements gathering. • Presentation and acceptance of report/integration scope • Development, testing and go live delivery of report/integration Reports and Scripts are evaluated based on level of effort, development time, testing, and implementation. SSRS based exports would require Level III or Enterprise Level Scripts and Reports FASTER (Code: CSTRS) Reports and Scripts Options: Attachment D - Fleet Services - 564 - Reporting - Specific Reporting - Equipment status #361 (CSTR00) Attachment D - Fleet Services - 568 - Reporting - Specific Reporting - Physical Inventory worksheet for active parts#407 (CSTR01) Attachment D - Fleet Services - 569 - Reporting - Specific Reporting - Fuel by fuel type summary #419 (CSTR02) Attachment D - Fleet Services - 570 - Reporting - Specific Reporting - Asset replacement #7350 (CSTR03) Attachment D - Fleet Services - 571 - Reporting - Specific Reporting - Accounting fuel report #7351 (CSTR04)	1	$8,000.00	**$8,000.00**

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Quote

Category	Item	Qty	Price	Total
CUSTOM	**Custom Reports** Customized Reports and Integrations • Customer research and requirements gathering. • Presentation and acceptance of report/integration scope • Development, testing and go live delivery of report/integration Reports and Scripts are evaluated based on level of effort, development time, testing, and implementation. SSRS based exports would require Level III or Enterprise Level Scripts and Reports FASTER (Code: CSTRS) Reports and Scripts Options: Attachment D - Fleet Services - 573 - Reporting - Specific Reporting - Accounting vehicle prep report #7353 (CSTR00) Attachment D - Fleet Services - 574 - Reporting - Specific Reporting - Accounting special maintenance report #7354 (CSTR01) Attachment D - Fleet Services - 575 - Reporting - Specific Reporting - Accounting rent report #7355 (CSTR02)	1	$3,000.00	**$3,000.00**
CUSTOM	☐ **Custom Reports** *Optional* Customized Reports and Integrations • Customer research and requirements gathering. • Presentation and acceptance of report/integration scope • Development, testing and go live delivery of report/integration Reports and Scripts are evaluated based on level of effort, development time, testing, and implementation. SSRS based exports would require Level III or Enterprise Level Scripts and Reports FASTER (Code: CSTRS) Reports and Scripts Options: Attachment D - Fleet Services - 555 - Reporting - Specific Reporting - Fuel detail #138 (CSTR00) Attachment D - Fleet Services - 556 - Reporting - Specific Reporting - Fuel usage summary #140 (CSTR01) Attachment D - Fleet Services - 557 - Reporting - Specific Reporting - Assigned PM codes #142 (CSTR02) Attachment D - Fleet Services - 558 - Reporting - Specific Reporting - Part inventory level valuation #143 (CSTR03) Attachment D - Fleet Services - 559 - Reporting - Specific Reporting - Next PM due #154 (CSTR04)	1	$20,000.00	**$0.00** Not Selected

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Category	Item	Qty	Price	Total
CUSTOM	☐ **Custom Reports** *Optional* Customized Reports and Integrations • Customer research and requirements gathering. • Presentation and acceptance of report/integration scope • Development, testing and go live delivery of report/integration Reports and Scripts are evaluated based on level of effort, development time, testing, and implementation. SSRS based exports would require Level III or Enterprise Level Scripts and Reports FASTER (Code: CSTRS) Reports and Scripts Options: Attachment D - Fleet Services - 560 - Reporting - Specific Reporting - Open work orders #155 (CSTR00) Attachment D - Fleet Services - 561 - Reporting - Specific Reporting - Parts ledger #158 (CSTR01) Attachment D - Fleet Services - 562 - Reporting - Specific Reporting - Current inventory worksheet #165 & 407 (CSTR02) Attachment D - Fleet Services - 566 - Reporting - Specific Reporting - Part stock levels #398 (CSTR03) Attachment D - Fleet Services - 565 - Reporting - Specific Reporting - Inventory report #377 (CSTR04)	1	$12,500.00	**$0.00** Not Selected
CUSTOM	☐ **Custom Report and Scripts** *Optional* Customized Reports and Integrations • Customer research and requirements gathering. • Presentation and acceptance of report/integration scope • Development, testing and go live delivery of report/integration Reports and Scripts are evaluated based on level of effort, development time, testing, and implementation. SSRS based exports would require Level III or Enterprise Level Scripts and Reports FASTER (Code: CSTRS) Reports and Scripts Options: Attachment D - Fleet Services - 578 - Reporting - Specific Reporting - Asset replacement analysis annual #7391 (CSTR00) Attachment D - Fleet Services - 579 - Reporting - Specific Reporting - Fuel delivery report –Fuel Data Systems (CSTR01)	1	$7,500.00	**$0.00** Not Selected

One-Time Subtotal $50,500.00

Annual Fees

Category	Item	Qty	Price	Total

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Category	Item	Qty	Price	Total
SUPPORT and MAINTENANCE	**Custom Report Support & Maintenance** Custom Report Support & Maintenance. Faster Asset (Code: CSTIann)	1	$10,100.00	**$10,100.00**

** Annual Support and Maintenance Fees billing schedules are outlined in the terms and conditions.*

Annual Support And Maintenance Subtotal	$10,100.00

FASTER Web Data Services

One-Time Fees

Category	Item	Qty	Price	Total
Service / Data	**Level 1 Data Conversion and Testing** This product utilizes a utility and series of packages to convert existing data to a FASTER Web database. The utility converts Equipment Birth Certificates, Parts Birth Certificates, Vendor Birth Certificates and Employees/Users Records. As part of the conversion, FASTER will perform two types of testing: 1. Functional stability testing to ensure that there are no data conflicts with the FASTER Web table structure 2. Data Validation testing to test that data was converted properly. Faster Asset (Code: 400a)	1	$16,000.00	**$16,000.00**
Service / Data	**Data Extraction Mapping Tools - MSSQL Staging Database** **STANDARD DATA EXTRACTION OPTION** FASTER will provide an MSSQL staging database into which the Customer's team will map and populate the data you extract from the former database. After the Customer completes mapping and populating the data in the staging database, FASTER will execute the conversion level the Customer choses which is noted below to transform the data and create a FASTER Web structured database. FASTER will then perform data validation testing. Faster Asset (Code: 401a)	1	$11,000.00	**$11,000.00**
Service / Data	☐ **Data Extraction Assistance (Hourly)** *Optional* Optional service to provide customers with assistance extracting, mapping or populating the data. FASTER implementation specialists work with the Customer's Team to extract, map and populate the data from the current database to the MSSQL staging database. This service is proposed on an hourly basis and is typically recommended but is not required for implementation. Faster Asset (Code: 403a)	50	$180.00	**$0.00** Not Selected

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Category	Item	Qty	Price	Total
Data Services	**Data Scripting - Conversion of Images from Square Rigger** 400 – Data Scripting The customer will be responsible for any data cleanup needed related to ensuring that the data in the current database is usable. (However, as part of the implementation process, FASTER Fleet Consultants will provide advice and guidance related to data scripting.) Faster Asset (Code: DCS400)	50	$180.00	**$9,000.00**†

One-Time Subtotal $36,000.00

FASTER Web Training & Implementation

One-Time Fees

Category	Item	Qty	Price	Total
Training & Implementation	**Project Management** 501 – Project Management: Faster Asset (Code: PM501)	1	$9,000.00	**$9,000.00**†
Training	**System Overview Meetings (SOM)** System overview meetings take place via live, remote web-based sessions. Either one or two overview meetings are conducted depending on the number of participants and availability. Faster Asset (Code: 511a)	1	$3,300.00	**$3,300.00**
Training	**Configuration Training** Configuration Training takes place via live, remote, web-based sessions. Up to three sessions are scheduled based on number of participants, customer availability, and if account coding configuration training is required. Faster Asset (Code: 511b)	1	$3,300.00	**$3,300.00**
Training	**System Training/Go Live** On Site Training - Go Live Hands-on instructor led training at a single location for up to 20 attendees. Additional training sessions and instructors may be added at any time, if needed, up to 4 (four) weeks prior to go live date. FASTER (Code: 512)	1	$0.00	**$0.00**
Training	**Asset Module Go Live Training Class** 4 Hour live training session with in person on site trainer FASTER (Code: 512a)	1	$2,200.00	**$2,200.00**

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Category	Item	Qty	Price	Total
Training	**Maintenance Module Go Live Training Class** 4 Hour live training session with in person on site trainer FASTER (Code: 512b)	1	$2,200.00	**$2,200.00**
Training	**Inventory Module Go Live Training Class** 4 Hour live training session with in person on site trainer FASTER (Code: 512c)	1	$2,200.00	**$2,200.00**
Training	**Fuel Module Go Live Training Class** 1 Hour live training session with in person on site trainer FASTER (Code: 512d)	1	$550.00	**$550.00**
Training	**Vendors & Accounting Module Go Live Training Class** 1.5 Hour live training session with in person on site trainer FASTER (Code: 512e)	1	$825.00	**$825.00**
Training	**Technician Module Go Live Training Class** 2.5 Hour live training session with in person on site trainer FASTER (Code: 512f)	1	$687.50	**$687.50**†
Training	**Technician Module Go Live Training Class II** 2.5 Hour live training session with in person on site trainer. This is the second technician module class offered during the Go Live period for on site training. FASTER (Code: 512f2)	1	$687.50	**$687.50**†
Training	**Go-Live Week System Training - Additional Trainer(s)** Trainers are available on site for approximately 8 hours per day for the go live week. If additional trainers are needed due to shift work, exceeding maximum class size, or other customer driven training requirements. Costs are per additional FASTER trainer per week. All costs include travel, lodging, and per diem. No additional costs are included. FASTER (Code: 512g)	1	$2,750.00	**$2,750.00**
Training	☐ **Remote Training Sessions** *Optional* This instructor led remote video session includes three, 4-hour blocks of follow-up, additional or review training. Session options include any module or question and answer session with key users. • Participants have the option to interact with the software in training mode during the remote session. • Training is conducted via web conference software provided by FASTER. FASTER (Code: 515)	1	$1,150.00	**$0.00** Not Selected

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Category	Item	Qty	Price	Total
Training	**Report Writer Training** 606a – Onsite Report Writer Training for SSRS Report Builder. This training is 2 days. FASTER (Code: 606a)	2	$3,200.00	**$6,400.00**

One-Time Subtotal $34,100.00

MotorPool Reservation System

One-Time Fees

Category	Item	Qty	Price	Total

SETUP / MotorPool	☐ **MotorPool Asset Sharing, Rental & Reservations System** *Optional*
	MotorPool Asset Sharing, Rental and Reservation System/Add-on is a comprehensive system for managing motor pools, asset sharing, rental and reservations, which is available both as an add-on to FASTER Web and as a standalone system.
	With unlimited user access (named accounts), this web-based rental and reservation application is designed for both attended and unattended motor pools. It provides simple and sensible workflow processes that are user friendly for both the customer and end user. Its flexible rate structures, configuration, and consolidated billing provides the ability to seamlessly manage multiple pool locations.
	• MotorPool is a software application. Key box hardware and/or telematics hardware and infrastructure are available as an optional add on.
	• Current or legacy MotorPool product data may be converted to the new FASTER Web-based MotorPool product on a custom basis as an optional add on.
	• Data conversion services for asset master records and users is available as an optional add on.
	• MotorPool is available as both an add-on to FASTER Web or as a standalone system.
	• MotorPool is deployed within 10 business days of go-live date if purchased with FASTER Web
	  • Implementation includes two sessions, a system overview meeting for key users and stakeholders and live remote go-live training for users.
	• Standalone MotorPool deployment implementations include the following additional sessions
	  • Two additional live remote user trainings for the Asset and Accounting modules.
	
	Faster Asset (Code: 204)
		1	$30,900.00	**$0.00**
				Not Selected

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Category	Item	Qty	Price	Total
Training	☐ **MotorPool System Overview & Configuration Sessions** *Optional* System overview and configuration session activities take place via live remote web-based session to prepare and train customer for set up and software configuration. Faster Asset (Code: 511mp)	1	$1,500.00	**$0.00** Not Selected
Training	☐ **MotorPool System Training/Go Live** *Optional* Remote MotorPool Operations User Training (includes dispatchers, reservationist and admin). • Additional classes may be purchased if needed. • Onsite training is available and can be quoted at customer's request. Faster Asset (Code: 512mp)	1	$1,500.00	**$0.00** Not Selected
SETUP / MotorPool	☐ **KEYBOX Setup Fee** *Optional* Setup of keybox equipment with FASTER Motorpool Module This requires the separate purchase of one or more KEYper Systems Inc. key box(es) model: KEYper MXi Lock-in. FASTER has developed with KEYper Systems a special version of the KEYper MXi Lock-in that can integrate with FASTER Web MotorPool. The key box(es) must be procured through FASTER along with the Integration. (Note: Upgrades and Support for this integration add-on software is separate from the manufacturer's warranty and support information and cost.) The FASTER Web MotorPool Key Box Integration allows fleet operations to provide attendant-less dispatch and return of MotorPool assets using a KEYper Systems key box. Key fobs associated with an asset in FASTER Web MotorPool are used to track the dispatch and return of asset reservations through the key box. • Enables attendant-less vehicle dispatch and return • Users will use FASTER Web's MotorPool interface to create and edit asset reservations. • Drivers will pick up and return keys via the key box. • Optional upgrade to for driver to input a meter reading at the key box during asset return. • Sends automated email notifications: • Multiple cabinet capacity supported (daisy chaining) Code: 062kbi	1	$10,300.00	**$0.00** Not Selected

One-Time Subtotal $0.00

Annual Fees

Category	Item	Qty	Price	Total

FASTER

Quote

Category	Item	Qty	Price	Total
SUPPORT and MAINTENANCE / MotorPool	☐ MotorPool System Annual Support and Maintenance *Optional* Asset Sharing, Rental & Reservations System annual support, maintenance and lifetime upgrades. FASTER (Code: MPANN)	1	$6,180.00	**$0.00** Not Selected

** Annual Support and Maintenance Fees billing schedules are outlined in the terms and conditions.*

Annual Support And Maintenance Subtotal	$0.00

Summary

† Non-taxable item

Please contact us if you have any questions.

Comments
Pricing in this quote are guaranteed for two (2) years.

Total One-Time	**$217,855.00 USD**
Total Annual Support And Maintenance	**$35,621.00 USD**

ACCEPT QUOTE

Cost Breakdown

Category	One-Time Fees	Annual Fees
SETUP / INTERFACE	$35,205.00	—
SUPPORT and MAINTENANCE	—	$35,621.00
CUSTOM	$50,500.00	—
Service / Data	$27,000.00	—
Data Services	$9,000.00	—
Training & Implementation	$9,000.00	—
Training	$25,100.00	—
SETUP / MotorPool	—	—
SUPPORT and MAINTENANCE / MotorPool	—	—
LICENSE	$62,050.00	—
Total	**$217,855.00 USD**	**$35,621.00 USD**

FASTER Web

- ***Annual recurring fees for Upgrades, Support, and Maintenance begin in year two on the anniversary of the Project Kickoff date.***
- Standard agreement for recurring pricing model is 60 months.
- Included at no cost is two registrations for 3-day 2022 FASTER User Conference registrations complete 3 days attendance,

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excluding travel.
- Cancellation of service prior to term expiration will result in an early termination fee equal to 85% of the recurring fees for the remaining term period.
- Hourly database backups (secure, offsite location) will be conducted to ensure consistent and recoverable backups of the database to restore from in the event of an emergency.
- Complete database recovery backups are available for 14 (fourteen) days.
- Recurring fees may be increased after the initial term is completed.
- Customer may purchase optional custom reports and integrations for up to 24 months after agreement at quoted price, assuming no scope changes.

Legacy Data Preparation and Cleanup

FASTER Asset Solutions always recommends that customers confirm that all legacy system data is current, accurate, and in good order. Data maintained in good order from previous systems will not typically require any corrections and can be imported effectively and efficiently into the FASTER Web product without issue. In the event that there are legacy data issues that require correction by the customer, FASTER Web consultants will support those efforts for our customers by providing guidance and advice.

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TAB E: PROJECT PLAN

Provide a detailed discussion of your firm's approach to successfully implementing this project. Include thorough discussions of methodologies you believe are essentialto accomplishing this project. Include a proposed work schedule to accomplish all required tasks within the desired timeline. Identify the staff assigned to each task, including sub-consultants and sub-contractors, and list any necessary equipment, training, or installation services required.

***FASTER* Response:** *FASTER* uses Microsoft Project Enterprise in conjunction with SharePoint Enterprise to manage all phases of the implementation project. *FASTER's* Project Manager (PM) will review the project methodology and planning in the kickoff meeting. The PM will also provide a detailed plan for each phase. As each phase of the project approaches, *FASTER's* PM will arrange meetings to ensure there is collaboration and understanding.

There is also a dedicated website just for implementations. This site is the one-stop shop for all implementation documentation, documents, etc.

The *FASTER* PM will coordinate the many *FASTER* resources that will serve on your implementation project. That team will include: an Implementation Consultant, who will be like a guide to your fleet staff in advising them; IT professionals who can advise your IT staff; Database Developers who will work on the data conversion; and Development Managers and staff who will engage in any custom integrations work. All our staff are not only experts in the application software and its processes, but understand fleet business processes and challenges.

A detailed implementation plan is included in the response to the RFP as Appendix B. A draft project plan specifically for the City will be provided at Project Kickoff. We require that the word "draft" be in the title because there is no realistic way for the City to commit to the project initiation or when it will finish its tasks. Therefore, the dates in the plan will evolve over time as the City moves through the project phases. For integrity reasons, we do not want there to be any possible misinterpretation that the initial project plan is providing guaranteed task completion dates. Simply put, *FASTER* is always waiting on its customers to move forward as busy Fleet Operations are both running their business and attempting to complete their implementation tasks. We are sensitive to this and thus we afford great flexibility to our customers.

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High Level Implementation Plan:

WBS	Task Name	Duration
0	Sample *FASTER* Web Implementation Plan Draft - New Customer Conversion	141 days
1	Project Kick-Off	2.65 days
2	Environment Set Up and Install	5.69 days
3	(COTS) Commercial Off-the-Shelf System Overview	2.55 days
4	Data Preparation	54.38 days
5	(COTS) Commercial Off-the-Shelf Fuel Imports	4.04 days
6	Customization Requirements (Duration Will Depend on Complexity)	10.16 days
7	*FASTER* Customization Development (Duration Will Depend on Complexity)	0.51 days?
8	*FASTER* Soft Go-Live Preparation	5.52 days
9	Configuration	29.47 days
10	*FASTER* Soft Go-Live Testing	17.66 days
11	Customer Soft Go-Live Testing	8.83 days
12	Limited Data Update	8.97 days
13	Training and Go-Live	3.59 days
14	Post Go-Live Tasks	21.94 days

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APPENDIX B DETAILED SAMPLE IMPLEMENTATION PLAN DRAFT

Key for Resource Names

C-BPO Fin	Customer Finance Business Process Owner
C-BPO Fleet	Customer Fleet Business Process Owner
C-BPO IT	Customer IT Business Process Owner
C-Data Expert	Customer Data Expert
C-Fuel Clrk	Customer Fuel Clerk
C-*FASTER* Adm	Customer *FASTER* Administrator
C-Shop Sup	Customer Shop Supervisor
C-Parts Sup	Customer Parts Supervisor
C-PM	Customer Project Manager
ImpCon	*FASTER* Implementation Consultant
ImpPM	*FASTER* Implementation Project Manager
ImpTL	*FASTER* Implementation Team Lead

ID	Task Name	Predecessor IDs	Duration	Resource Names
0	**Sample *FASTER* Web Implementation Plan Draft - New Customer Conversion**		**141 days**	
1	**Project Kick-Off**		**2.65 days**	
2	***FASTER* Team Preliminary Project Tasks**		**2.56 days**	
18	Schedule Project Kickoff Meeting and send email with GoToMeeting details	14	15 mins	C-PM, ImpPM
19	Customer reviews *FASTER* Web Implementations Microsite to gain familiarity with content (Implementations Microsite: http://customer.fasterasset.com/implementation/)	18	1 hr	C-PM
20	Project Kickoff Conference Call	18FS+2 days	1.5 hrs	ImpPM, C-PM
21	**Environment Set Up and Install**		**5.69 days**	
22	**Customer Hosted Environment Set Up and Install**		**5.62 days**	
23	***FASTER* Team Tasks**		**5.62 days**	
31	Customer acquires, stands up and confirms environment meets the minimum *FASTER* Web System requirements (*FASTER* Web System Requirements available on the Implementations Microsite: http://customer.fasterasset.com/implementation/specs-and-install-non-hosted)	20	5 days	C-BPO IT

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32	Create a SQL Server login named “faster”. Note: No roles or mapping are needed for this SQL User at this time because this is handled in the *FASTER* Web Installer.	31	5 mins	C-BPO IT
33	If using HTTPS/SSL, ensure HTTPS is configured on the Application Server with a working SSL web certificate installed	32	1 hr	C-BPO IT
34	Customer downloads *FASTER* Web COTS install package from *FASTER* Fileshare Site to Application Server	32,33,29	5 mins	C-BPO IT
35	Customer downloads Demo Database from *FASTER* Fileshare Site to Database Server	34	2 hrs	C-BPO IT
36	Restore Demo Database to Database Server	35	20 mins	C-BPO IT
37	Execute “199. AfterRestore_SQL2008_2012_R2.sql” script from the install package against the *FASTER* Web database	36	5 mins	C-BPO IT
38	Install *FASTER* Web COTS	37	30 mins	C-BPO IT
39	Install Neodynamics Barcode Generator, if Barcode Add-on is purchased	38	5 mins	C-BPO IT
40	Once Installation of software is complete, inform Implementation Consultant to have test user configured for install validation	39,38	2 mins	C-BPO IT
41	With Customer IT and Fleet, Log into *FASTER* Web and create Customer login for use with the demo database and the System Overview Meetings.	40	5 mins	C-BPO IT, ImpCon, C-BPO Fleet
42	With Customer IT and Fleet, Log into *FASTER* Web and configure Customer Portal as login not required (unless Customer is internet facing)	41	5 mins	C-BPO IT, ImpCon, C-BPO Fleet
43	With Customer IT and Fleet, Execute *FASTER* Web Install Validation Test Cases	42	30 mins	C-BPO IT, ImpCon, C-BPO Fleet
44	Inform Implementation Coordinator of successful installation of *FASTER* Web COTS and Demo Database and provide *FASTER* Web URLs	43	5 mins	C-BPO IT
45	Acquire and install Barcode Printer, Labels and Reader that are compatible with *FASTER* (see Barcode Add-on details on Customer Website)	20,31SS	5 days	C-BPO IT, C-Parts Sup
46	Customer ensures computers meet *FASTER* Web Client Requirements; e.g. Browsers, Plug-ins, etc.. (*FASTER* Web System Requirements available on the Implementations Microsite: http://customer.fasterasset.com/implementation/specs-and-install-non-hosted)	20,31SS	1 day	C-PM, C-BPO IT

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47	Email Customer their *FASTER* Web URLs and *FASTER* Web Installation Validation Test Case information	44	5 mins	ImpPM
48	Customer executes *FASTER* Web Install Validation Test Cases using their Demo user login on end-user computers and emails Implementation Coordinator the results	47	30 mins	C-BPO Fleet
49	**(COTS) Commercial Off-the-Shelf System Overview**		**2.55 days**	
50	Schedule Remote COTS System Overview Meetings (Detailed agenda available on the Implementation Microsite: http://customer.fasterasset.com/implementation/system-overview-meetings/)	48	10 mins	C-BPO Fleet, C-*FASTER* Adm, C-PM, ImpCon, ImpPM
51	Customer disseminates invite for Remote COTS System Overview Meetings to Business Process Owners and Key Users	50	5 mins	C-BPO Fleet, C-PM
52	At Customer's discretion: Customer to schedule room, computers with internet connection and connection to *FASTER* Web, a projector with screen, and a conference phone for the Remote COTS System Overview Meetings.	51	30 mins	C-*FASTER* Adm, C-PM
53	Customer ensures computers meet *FASTER* Web Client Requirements; e.g. Browsers, Plug-ins, etc.. (*FASTER* Web System Requirements available on the Implementations Microsite: http://customer.fasterasset.com/implementation/specs-and-install-non-hosted)	51,52	5 mins	C-*FASTER* Adm, C-BPO IT
54	Remote COTS System Overview Session - Day 1 (Detailed agenda available on the Implementation Microsite: http://customer.fasterasset.com/implementation/system-overview-meetings/)	50FS+1 day,53	4 hrs	ImpCon, C-*FASTER* Adm, C-BPO Fleet, C-Data Expert
55	Remote COTS System Overview Session - Day 2 (Detailed agenda available on the Implementation Microsite: http://customer.fasterasset.com/implementation/system-overview-meetings/)	50FS+2 days,53	4 hrs	ImpCon, C-*FASTER* Adm, C-BPO Fleet, C-Data Expert
56	Customer to decide if they will bill by Account Codes in *FASTER* Web	55	2 mins	C-*FASTER* Adm, ImpCon, C-BPO Fleet, C-BPO Fin

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57	Customer to decide if they will use tax-line mapping in *FASTER* Web	56	2 mins	C-*FASTER* Adm, ImpCon, C-BPO Fleet
58	Customer to decide if they will bill by meter charges (CPM - Cost Per Meter) in *FASTER* Web	57	2 mins	C-*FASTER* Adm, ImpCon, C-BPO Fleet
59	Customer to decide which costing method for Parts Inventory they will use in *FASTER* Web: a. Moving Average or b. First-In First-Out (FIFO)	58	2 mins	C-*FASTER* Adm, ImpCon, C-BPO Fleet
60	***FASTER* Team Tasks**		**0.01 days**	
63	**Data Preparation**		**54.38 days**	
64	Customer reviews Implementation Microsite for data cleanup and preparation (prep) recommendations	20	1 hr	C-*FASTER* Adm
65	Customer determines if it is best to complete Data Cleanup prior to or in conjunction with loading data, if data is in another FMIS it may be easier to do data cleanup in that system (See checklist *FASTER* Web Implementations Website)	20	30 mins	C-*FASTER* Adm, C-BPO Fleet, C-Data Expert
66	Customer cleans up and prepares organizational fleet data for conversion	64,65	2 wks	C-BPO Fleet, C-Data Expert, C-*FASTER* Adm
67	**Excel Conversion Utility, if Customer chooses**		**24.75 days**	
68	***FASTER* Team Tasks**		**0 days**	
70	Customer downloads Excel Conversion Utility from *FASTER* Fileshare Site and Installs using the User Manual	69	2 hrs	C-BPO IT
71	Customer populates fleet information in the Data Mapping Sheets (Assets, Parts, Vendors, Persons)	70	4 wks	C-*FASTER* Adm
72	Implementation Consultant to review the data mapping sheets	70	2 hrs	ImpCon, C-BPO IT
73	Following the User Manual, Customer executes the Excel Conversion Utility to import the data from Data Mapping Sheets to the MS SQL Staging Database and validates the data	71	4 hrs	C-BPO IT

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74	Customer resolves errors in the Data Mapping Sheets	73	3 days	C-*FASTER* Adm
75	Customer re-executes the Excel Conversion Utility until there are no remaining errors	74	4 hrs	C-BPO IT
76	Implementation Consultant reviews Data Mapping Sheets with Customer to answer questions and provide suggestions	75	1 hr	ImpCon
77	Customer backs up error-free MS SQL Staging Database and uploads copy to *FASTER* Fileshare Site, and informs Implementation Coordinator when finished	75	4 hrs	C-BPO IT
78	**MS SQL Data Validation Utility, If Customer chooses**		**44.26 days**	
79	***FASTER* Team Tasks**		**0.01 days**	
82	Customer downloads and Installs MS SQL Data Validation Utility from *FASTER* Fileshare Site following the User Manual	81	1 hr	C-BPO IT
83	**Level 1 Data**		**23.63 days**	
84	Customer adds Level 1 fleet data into MS SQL Staging Database (Assets, Persons, Vendors, Parts)	82	4 wks	C-BPO IT, C-Data Expert
85	Following the User Manual the Customer executes the MS SQL Data Validation Utility to check for Level 1 data errors in the MS SQL Staging Database using the Data Dictionary	84	1 hr	C-BPO IT, C-Data Expert
86	Customer resolves Level 1 data errors in the MS SQL staging Database	85	3 days	C-*FASTER* Adm, C-BPO IT, C-Data Expert, C-BPO Fleet
87	Customer re-executes the MS SQL Data Validation Utility to check for Level 1 data errors, until error-free	86	4 hrs	C-BPO IT, C-Data Expert
88	**Level 2 Data, If Purchased**		**23.63 days**	
89	After the Level 1 data is error-free you may begin validating the level 2 data	87	1 day	C-BPO IT, C-Data Expert
90	Customer adds Level 2 fleet data into MS SQL Staging Database (Work Orders, Direct Charges, Fuel Transactions)	84	4 wks	C-BPO IT, C-Data Expert
91	Following the User Manual Customer executes the MS SQL Data Validation Utility to check for Level 2 data errors in the MS SQL Staging Database using the Data Dictionary	90	1 hr	C-BPO IT, C-Data Expert

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92	Customer resolves Level 2 data errors in the MS SQL staging Database	91	3 days	C-*FASTER* Adm, C-BPO IT, C-Data Expert, C-BPO Fleet
93	Customer re-executes the MS SQL Data Validation Utility until data is error-free	92	4 hrs	C-BPO IT, C-Data Expert
94	Implementation Consultant reviews data with Customer to answer questions and provides suggestions	86,92	1 hr	ImpCon
95	Customer backs up error-free MS SQL Staging Database and uploads copy to *FASTER* Fileshare Site and informs Implementation Coordinator when complete	87,93	4 hrs	C-BPO IT
96	**(COTS) Commercial Off-the-Shelf Fuel Imports**		**4.04 days**	
97	Customer provides copies of their Fuel Transaction Export File and Layout Definition	20	5 mins	C-*FASTER* Adm
98	***FASTER* CFI Prep Tasks**		**0.34 days**	
104	Schedule COTS Fuel Import Add-on overview session with Customer and provide link to Fuel Import Add-on Form	97	5 mins	ImpCon, C-*FASTER* Adm, C-Fuel Clrk
105	**COTS Fuel Import Add-on Overview Session**		**0.06 days**	
106	Review and Fill out the COTS Fuel Import Add-on Form, a separate form must be completed for each COTS fuel import purchased	104FS+1 day	20 mins	ImpCon, C-*FASTER* Adm, C-Fuel Clrk
107	Review and Fill out the Site and Dispenser Supplemental form, a form must be completed for each Site and Dispenser Supplemental purchased	106	10 mins	ImpCon, C-*FASTER* Adm, C-Fuel Clrk
108	Customer completes and submits COTS Fuel Import Add-on Form for each fuel import add-on purchased	106	2 hrs	C-*FASTER* Adm, C-Fuel Clrk

109	Customer completes and submits Site and Dispenser Supplemental Form for each Site and Dispenser Supplemental purchased	107	2 hrs	C-*FASTER* Adm, C-Fuel Clrk
110	***FASTER* CFI Verification Tasks**		**0.08 days**	
113	**Customization Requirements (Duration Will Depend on Complexity)**		**10.16 days**	
114	***FASTER* Team Tasks**		**0.22 days**	
118	**Custom Integration/Report/Export, If Purchased**		**10.13 days**	
119	Customer submits customization request form on *FASTER* Website	115	1 hr	C-*FASTER* Adm
120	Customer works with Business Requirements Owner to refine requirements	119	10 days	C-*FASTER* Adm
121	Customer Sign off on Requirements and/or Quote	126	0 mins	C-*FASTER* Adm
122	***FASTER* Customization Development (Duration Will Depend on Complexity)**		**0.51 days?**	
135	***FASTER* Soft Go-Live Preparation**		**5.52 days**	
192	**Configuration**		**29.47 days**	
193	**Configuration Deployment to Customer Hosted Environment**		**0.26 days**	
194	Notify Customer of all files that must be downloaded to environment in preparation for deployment session	191	2 mins	ImpPM
195	Customer confirms environment meets the minimum *FASTER* Web System requirements (*FASTER* Web System Requirements available on the Implementations Microsite: http://customer.fasterasset.com/implementation/specs-and-install-non-hosted)	194	5 mins	C-BPO IT
196	Download *FASTER* Web Partial Migration/Conversion Database to desktop of Database Server in *FASTER* Web Environment	195	1 hr	C-BPO IT
197	Download *FASTER* Web COTS Installer to desktop of Application Server in *FASTER* Web Environment	196	5 mins	C-BPO IT
198	Install *FASTER* Web COTS in Environment to version required for configuration (if needed)	197	30 mins	C-BPO IT
199	Restore *FASTER* Web Partial Migration/Conversion Database to *FASTER* Web Environment	196,198	10 mins	C-BPO IT
200	Execute “199. AfterRestore_SQL2008_2012_R2.sql” script from the install package against the *FASTER* Web database	199	1 min	C-BPO IT

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201	Enter SSRS Report User credentials in *FASTER* Web	200	2 mins	C-BPO IT
202	Enter Active Directory User credentials in *FASTER* Web (if applicable)	201	2 mins	C-*FASTER* Adm, C-BPO IT
203	Execute *FASTER* Web Install Validation Test Cases	201,202	5 mins	C-BPO IT
204	Inform Implementation Coordinator of successful configuration deployment to *FASTER* Web Environment	203	2 mins	C-BPO IT
205	***FASTER* Team Tasks**		**29.21 days**	
212	**Remote System Setup and Configuration Training**		**3.4 days**	
213	Schedule System Setup and Configuration Training Sessions (Detailed agenda available on the Implementations Microsite: http://customer.fasterasset.com/implementation/system-setup-and-configuration-training/)	206	10 mins	C-BPO Fleet, C-*FASTER* Adm, ImpCon, ImpPM, C-PM
214	Customer disseminates invite for Remote System Setup and Configuration Training to *FASTER* System Administrator and Business Process Owners	213	5 mins	C-*FASTER* Adm, C-PM, C-BPO Fleet
215	At Customer's discretion: Customer to schedule room, computers with internet connection and connection to *FASTER* Web, a projector with screen, and a conference phone for Remote System Setup and Configuration Training.	214	30 mins	C-*FASTER* Adm, C-PM, C-BPO Fleet
216	Customer ensures computers meet *FASTER* Web Client Requirements; e.g. Browsers, Plug-ins, etc.. (*FASTER* Web System Requirements available on the Implementations Microsite: http://customer.fasterasset.com/implementation/specs-and-install-non-hosted)	215	5 mins	C-*FASTER* Adm, C-PM, C-BPO Fleet
217	System Setup and Configuration Training - Session #1 (Detailed agenda available on the Implementations Microsite: http://customer.fasterasset.com/implementation/system-setup-and-configuration-training/)	213FS+1 day	4 hrs	C-*FASTER* Adm, ImpCon, C-BPO Fleet
218	System Setup and Configuration Training - Session #2 (Detailed agenda available on the Implementations Microsite: http://customer.fasterasset.com/implementation/system-setup-and-configuration-training/)	213FS+2 days	4 hrs	C-*FASTER* Adm, ImpCon, C-BPO Fleet

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219	Manage Billing Accounts Training, if billing by account code (Detailed agenda available on the Implementations Microsite: http://customer.fasterasset.com/implementation/system-setup-and-configuration-training/)	213FS+3 days	3 hrs	C-*FASTER* Adm, ImpCon, C-BPO Fleet
220	**Configuration and Setup Tasks to be completed by Customer after training is complete**		**25.26 days**	
221	Customer creates roles	218,219	2 hrs	C-*FASTER* Adm
222	Customer sets up users and assign roles	221	1 day	C-*FASTER* Adm
223	Customer sets up Technicians (Default Maint. Shops, Labor Rate and Shift for technician and assign roles)	222	1 day	C-*FASTER* Adm
224	Customer sets up email templates (make sure to add a 'Name' and 'Phone' to the bottom of all email templates)	223	1 hr	C-*FASTER* Adm
225	Customer sets up Customer Portal and add Service Items for Portal as needed	224	1 hr	C-*FASTER* Adm
226	Customer sets up Asset settings and fields	225	1 hr	C-*FASTER* Adm
227	Customer sets up Inventory settings and fields	226	1 hr	C-*FASTER* Adm
228	Customer sets up Maintenance settings and fields	227	1 hr	C-*FASTER* Adm
229	Customer sets up History settings and fields	228	1 hr	C-*FASTER* Adm
230	Customer sets up Technician Workstation settings and fields	229	1 hr	C-*FASTER* Adm
231	Customer sets up Accounting settings and fields (expense/billing, credit cards, etc.)	230	1 day	C-*FASTER* Adm
232	Customer sets up Vendor fields (Payment Terms, Tax Codes, Categories and Roles)	231	1 day	C-*FASTER* Adm
233	Customer sets up Billing Account Codes, as needed	232	1 wk	C-*FASTER* Adm
234	Customer sets up Asset Overrides, as needed	232,233	2 wks	C-*FASTER* Adm
235	Customer sets up Department overrides, as needed	232,233,234	1 wk	C-*FASTER* Adm

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236	Notify Implementation Consultant that configuration is complete	232,233,234,235	5 mins	C-*FASTER* Adm
237	Implementation Consultant reviews Customer completed configurations with Customer	236	1 hr	ImpCon
238	**Upload Configured Database from Customer Hosted Environment**		**0.19 days**	
239	Backup configured *FASTER* Web database and upload copy to the *FASTER* Fileshare. Inform Implementation Coordinator when upload is finished	210	1 hr	C-BPO IT
240	***FASTER* Team Tasks**		**0.06 days**	
242	***FASTER* Soft Go-Live Testing**		**17.66 days**	
421	**Customer Soft Go-Live Testing**		**8.83 days**	
422	**Soft Go-Live Deployment to Customer Hosted Environment**		**0.37 days**	
423	Notify Customer to download all files from Soft Go-Live Folder on *FASTER* Fileshare Site	420	5 mins	ImpPM
424	Customer confirms environment meets the minimum *FASTER* Web System requirements (*FASTER* Web System Requirements available on the Implementations Microsite: http://customer.fasterasset.com/implementation/specs-and-install-non-hosted)	423	5 mins	C-BPO IT
425	Download *FASTER* Web Soft Go-Live Database to desktop of Database Server in *FASTER* Web Environment	424	1 hr	C-BPO IT
426	Download *FASTER* Web COTS Installer to desktop of Application Server in *FASTER* Web Environment	425	5 mins	C-BPO IT
427	Upgrade *FASTER* Web COTS in Environment to version required for Soft Go-Live (if needed)	426	30 mins	C-BPO IT
428	Restore *FASTER* Web Soft Go-Live Database to *FASTER* Web Environment	425,427	10 mins	C-BPO IT
429	Execute “199. AfterRestore_SQL2008_2012_R2.sql” script from the install package against the *FASTER* Web database	428	1 min	C-BPO IT
430	Execute "200. faster.CustomerDetails_INSERT.sql" from the install package against the *FASTER* Web database	429	1 min	C-BPO IT
431	Confirm SSRS Report User credentials in *FASTER* Web	430	2 mins	C-BPO IT
432	Confirm Active Directory User credentials in *FASTER* Web (if applicable)	431	2 mins	C-BPO IT, C-*FASTER* Adm
433	Install all Go-Live Integrations (if applicable)	431,432	20 mins	C-BPO IT
434	Install all Customizations (if applicable)	431,432,433	20 mins	C-BPO IT

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435	Install Neodynamics Barcode Generator (if applicable)	431,432,433,434	5 mins	C-BPO IT
436	Configure the number of returned values in search results (if customer desires)	431,432,433,434,435	5 mins	C-BPO IT
437	Execute *FASTER* Web Install Validation Test Cases	431,432,433,434,435, 436	5 mins	C-BPO IT
438	Inform Implementation Coordinator of successful Soft Go-Live deployment to *FASTER* Web Environment	437	2 mins	C-BPO IT
439	**Customer Testing**		**8.46 days**	
440	Email Customer their *FASTER* Web Links and to begin their review and testing	438	5 mins	ImpPM
441	Customer designates a single point of contact for all issues	440	5 mins	C-PM
442	Customer reports issues daily via email to Implementation Consultant and Coordinator	441	15 mins	C-*FASTER* Adm
443	Customer confirms access and connectivity to *FASTER* Web. The *FASTER* Web Install Validation test cases are available for download from the *FASTER* Fileshare Site	442	30 mins	C-BPO Fleet, C-*FASTER* Adm, C-BPO IT
444	Customer reviews and tests the Soft Go-Live. The *FASTER* Data Validation test cases are available for download from the *FASTER* Fileshare Site	443	2 days	C-BPO Fleet, C-*FASTER* Adm
445	Confirm with Customer that testing is progressing	440FS+2 days	15 mins	ImpPM
446	**Customer tests COTS Fuel Import Add-on(s)**		**1.34 days**	
447	***FASTER* Prep**		**0.16 days**	
450	Customer uploads new fuel transaction export files to *FASTER* Fileshare Site	444	15 mins	C-*FASTER* Adm, C-Fuel Clrk
451	Schedule remote COTS Fuel Import Overview with Customer	450,449	15 mins	ImpCon, C-*FASTER* Adm, C-Fuel Clrk
452	Set up fuel related permissions, organizations, and settings	451FS+1 day	15 mins	ImpCon, C-*FASTER* Adm, C-Fuel Clrk

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453	Process manual fuel transactions	452	15 mins	ImpCon, C-*FASTER* Adm, C-Fuel Clrk
454	Process fuel import transactions	453	15 mins	ImpCon, C-*FASTER* Adm, C-Fuel Clrk
455	Process fuel transaction errors, rejected fuel transactions, clean up data, and reprocess	454	15 mins	ImpCon, C-*FASTER* Adm, C-Fuel Clrk
456	Customer tests Generic Integration(s), if applicable	455	1 wk	C-BPO IT
457	Customer tests custom integration(s), if applicable	455	1 wk	C-*FASTER* Adm
458	Customer opens, prints, and reviews all custom reports and confirm layouts meet requirements (if applicable)	455	1 wk	C-*FASTER* Adm
459	**Issue Resolution, If Needed**		**7.43 days**	
534	**Training and Go-Live Planning**		**5.47 days**	
535	***FASTER* Go-Live Advanced Planning Tasks**		**0.49 days**	
547	Implementation Coordinator Will Schedule Go-Live Week and Go-Live Planning Meetings	538	15 mins	C-*FASTER* Adm, ImpCon, ImpPM, C-BPO Fleet
548	Go-Live Week Meeting-1: Task review conference call	541	1 hr	C-BPO Fleet, C-BPO IT, C-*FASTER* Adm, ImpPM, C-Data Expert, C-PM, ImpTL
549	Confirm training agenda with Fleet Manager	548	15 mins	C-BPO Fleet, ImpCon
550	Provide completed Attendee List for System Training to Implementation Consultant	542,549	1 hr	C-BPO Fleet

551	Go-Live Week Meeting-2: Prep tasks confirmation conference call	548FS+5 days	30 mins	C-*FASTER* Adm, ImpCon, ImpPM, C-PM, C-BPO IT, C-Data Expert, C-BPO Fleet, ImpTL
552	Confirm Customer has fulfilled all Go-Live week requirements	551	5 mins	C-BPO Fleet, C-*FASTER* Adm, ImpPM, ImpCon, ImpTL
553	**Limited Data Update**		**8.97 days**	
554	**Conversion Limited Data Update**		**4.73 days**	
555	**Excel Conversion Utility, if Customer Selected**		**4.73 days**	
556	***FASTER* Team Tasks**		**0.02 days**	
558	Customer completes limited data update in the Data Mapping Sheets (Assets, Parts, Vendors, Persons)	557	2 days	C-*FASTER* Adm
559	Following the User Manual, Customer executes the Excel Conversion Utility to import the data from Data Mapping Sheets to the MS SQL Staging Database and validates the data	558	1 hr	C-BPO IT
560	Customer resolves errors in the Data Mapping Sheets	559	4 hrs	C-*FASTER* Adm
561	Customer re-executes the Excel Conversion Utility until there are no remaining errors	560	1 hr	C-BPO IT
562	Customer backs up error-free MS SQL Staging Database and uploads copy of the database to *FASTER* Fileshare Site by close of business Thursday prior to Go-Live week and informs Implementation Coordinator when finished	561	4 hrs	C-BPO IT
563	**MS SQL Data Validation Utility, if Customer Selected**		**4.73 days**	
564	**Level 1 Data**		**1.75 days**	
565	Customer completes limited data update of Level 1 fleet data in MS SQL Staging Database (Assets, Persons, Vendors, Parts)	536	1 day	C-BPO IT

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566	Following the User Manual and the Data Dictionary, Customer executes the MS SQL Data Validation Utility to check for Level 1 data errors in the MS SQL Staging Database	565	1 hr	C-BPO IT
567	Customer resolves Level 1 data errors in the MS SQL staging Database	566	4 hrs	C-*FASTER* Adm
568	Customer continues to re-execute the MS SQL Data Validation Utility until error-free	567	1 hr	C-BPO IT
569	**Level 2 Data, If Purchased**		**2.75 days**	
570	After the Level 1 data is error-free begin validating the Level 2 data	564	0 days	C-BPO IT
571	Customer completes limited data update of Level 2 fleet data in MS SQL Staging Database (Work Orders, Direct Charges, Fuel Transactions)	565SS	1 day	C-BPO IT
572	Following the User Manual and the Data Dictionary, Customer executes the MS SQL Data Validation Utility to check for Level 2 data errors in the MS SQL Staging Database	570,571	2 hrs	C-BPO IT
573	Customer resolves Level 2 data errors in the MS SQL staging Database	572	4 hrs	C-*FASTER* Adm
574	Customer re-executes the MS SQL Data Validation Utility until data is error-free	573	2 hrs	C-BPO IT
575	Customer backs up error-free MS SQL Staging Database and uploads copy of the database to *FASTER* Fileshare Site by close of business Thursday prior to Go-Live week and informs Implementation Coordinator when finished	564,569	4 hrs	C-BPO IT
576	***FASTER* Limited Data Update Tasks**		**4.24 days**	
716	**Training and Go-Live**		**3.59 days**	
717	**System Training**		**2.94 days**	
718	**Monday 8:00 - 1:00 Customer Go-Live Prep Tasks**		**0.28 days**	
719	Customer ensures computers meet *FASTER* Web Client Requirements; e.g. Browsers, Plug-ins, etc.. (*FASTER* Web System Requirements available on the Implementations Microsite: http://customer.fasterasset.com/implementation/specs-and-install-non-hosted)	562,575	1 hr	C-BPO IT, C-*FASTER* Adm
720	Verify connectivity to *FASTER* Web for students and trainer computers in training room	719	30 mins	C-*FASTER* Adm, C-BPO IT
721	Verify trainer computer projector is working in training room	720	15 mins	C-*FASTER* Adm, C-BPO IT

722	If using shared database server, Customer IT should monitor resource utilization during training to ensure the DB server has enough resources	721	30 mins	C-BPO IT
723	12:00p - 1:00p Implementation Consultant arrives on site	722	0 hrs	ImpCon, C-*FASTER* Adm
724	Provide Implementation Consultant with the training sign-in sheet	723	10 mins	ImpCon, C-BPO Fleet
725	**Monday - System Training (1:00pm - 5:00pm)**		**0.5 days**	
726	Asset Module (*FASTER* System Admin and Asset Managers) 1:00pm - 5:00pm	719SS	4 hrs	ImpCon, C-*FASTER* Adm
727	**Tuesday - System Training (8:00am - 4:30pm)**		**0.94 days**	
728	Maintenance Module (*FASTER* System Admin, Maintenance Supervisor, Service Writers and/or Technicians) 8:00am - 11:30am	719SS+1 day	3.5 hrs	ImpCon, C-*FASTER* Adm
729	Inventory Module (*FASTER* System Admin, Inventory Staff and Inventory Managers) 12:30pm - 4:30pm	728	4 hrs	ImpCon, C-*FASTER* Adm
730	**Wednesday - System Training (8:00am - 4:30pm)**		**0.94 days**	
731	Technicians Workstation 1 (*FASTER* System Admin and Technicians) 8:00am - 10:30am	719SS+2 days	2.5 hrs	ImpCon, C-*FASTER* Adm
732	Fuel Module (*FASTER* System Admin and Fuel Clerk) 10:30am - 11:30am	731	1 hr	ImpCon, C-*FASTER* Adm
733	Accounting and Vendors Modules (*FASTER* System Admin, Accounting Staff and Parts Manager) 12:30pm - 2:00pm	732	1.5 hrs	ImpCon, C-*FASTER* Adm
734	Technicians Workstation 2 (*FASTER* System Admin and Technicians) 2:00pm - 4:30pm	733	2.5 hrs	ImpCon, C-*FASTER* Adm
735	**Final Tasks and Go-Live**		**1.19 days**	
736	Go-Live Overview with Fleet Manager and Fleet System Admin - after Wednesday training	734	15 mins	ImpCon, C-*FASTER* Adm
737	**Go-Live Deployment to Customer Hosted Environment**		**0.81 days**	

738	Notify Customer IT of all files that must be downloaded for Go-Live and to begin download Wednesday afternoon	712	5 mins	ImpPM
739	Download *FASTER* Web Go-Live Database to desktop of Database Server in *FASTER* Web Environment overnight Wednesday to ensure Database is on *FASTER* Web Environment Thursday morning	738	1 hr	C-BPO IT
740	Download *FASTER* Web COTS Installer to desktop of Application Server in *FASTER* Web Environment	739	5 mins	C-BPO IT
741	Upgrade *FASTER* Web COTS in Environment to version required for Go-Live (if needed) first thing Thursday morning	740	30 mins	C-BPO IT
742	Restore *FASTER* Web Go-Live Database to *FASTER* Web Environment first thing Thursday morning	739,741	10 mins	C-BPO IT
743	Execute “199. AfterRestore_SQL2008_2012_R2.sql” script from the install package against the *FASTER* Web database	742	1 min	C-BPO IT
744	Execute "200. faster.CustomerDetails_INSERT.sql" from the install package against the *FASTER* Web database	743	1 min	C-BPO IT
745	Confirm SSRS Report User credentials in *FASTER* Web	744	2 mins	C-BPO IT
746	Confirm Active Directory User credentials in *FASTER* Web (if applicable)	745	2 mins	C-BPO IT, C-*FASTER* Adm
747	Install all Go-Live Integrations (if applicable)	745,746	20 mins	C-BPO IT
748	Install all Customizations (if applicable)	745,746,747	20 mins	C-BPO IT
749	Install Neodynamics Barcode Generator (if applicable)	745,746,747,748	5 mins	C-BPO IT
750	Configure the number of returned values in search results (if customer desires)	745,746,747,748,749	5 mins	C-BPO IT
751	Execute *FASTER* Web Install Validation Test Cases	745,746,747,748,749, 750	5 mins	C-BPO IT
752	Inform Implementation Coordinator of successful Go-Live deployment	751	2 mins	C-BPO IT
753	Customer IT to monitor server resources utilization over next 30 days to ensure the *FASTER* Web environment has enough resources	752	0 hrs	C-BPO IT
754	Notify Customer and Implementation Consultant of successful Go-Live Deployment	752	5 mins	ImpPM
755	Customer to restrict access to legacy FMIS to ensure users do not errantly enter data into legacy FMIS	754	5 mins	C-BPO IT
756	**Tasks following Go-Live Deployment**		**0.59 days**	

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757	Address Remaining Questions with *FASTER* Administrator	719SS+3 days	30 mins	ImpCon, C-*FASTER* Adm
758	Perform System Setup Overview with *FASTER* Administrator	757	30 mins	ImpCon, C-*FASTER* Adm
759	Perform Dashboard Overview with *FASTER* Administrator	758	30 mins	ImpCon, C-*FASTER* Adm
760	Customer Portal Training with *FASTER* Administrator	758,759	15 mins	ImpCon, C-*FASTER* Adm
761	Customer configures Fuel Inventory, if used	760	1 hr	C-*FASTER* Adm, C-Fuel Clrk, ImpCon
762	Customer Processes Fuel	761	1 hr	C-*FASTER* Adm, C-Fuel Clrk, ImpCon
763	Customer begins to add budget line items to purchase orders and/or credit cards	762	30 mins	C-*FASTER* Adm, ImpCon
764	Go-Live on *FASTER* Web	763	0 mins	
765	Customer begins manually inputting data into *FASTER* Web	764	30 mins	C-*FASTER* Adm
766	Perform final day 1PM Eastern Time Go-Live Wrap-up Conference Call	757SS	30 mins	ImpCon, ImpPM, C-BPO Fleet, C-*FASTER* Adm, ImpTL
767	**Post Go-Live Tasks**		**21.94 days**	
768	**Customer Post Go-Live Tasks**		**21.93 days**	
769	Customer continues manually inputting data into *FASTER* Web	765	1 wk	C-*FASTER* Adm
770	Customer continues adding budget line items to purchase orders and/or credit cards	763	1 day	C-*FASTER* Adm

771	Customer completes Dashboard setup	759	1 day	C-*FASTER* Adm
772	Customer continues reporting any issues encountered to Implementation Coordinator and/or *FASTER* Web Support (1-888-353-5789)	766	1 day	C-*FASTER* Adm[5%]
773	If needed, the Customer sets the global Fuel setting: Insert Invalid Reading to NO approximately 30 days Post Go-Live	762FS+30 days	10 mins	C-*FASTER* Adm, C-Fuel Clrk
774	***FASTER* Post Go-Live Tasks**		**21.94 days**	

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From: Steve Specht <steve.s@fasterasset.com>
Sent: Friday, October 7, 2022 7:46 AM
To: LeBeau, Brandy <BLeBeau@roseville.ca.us>
Subject: FW: City of Roseville - Follow up questions
Importance: High

EXTERNAL: This email originated from outside of the organization. Do not click on any links or open attachments unless you recognize the sender and know the content is safe.

Hi Brandy,

Below is the updated milestone table.

When you send the contract, please cc Troy and Mike (they are cc'd on this email). I am traveling today and will not have access to my email for a few hours today.

Below is our Payment Milestone Table with dollar amounts inserted from the latest quote 992 v10.

Payment Schedule By Milestone	
Milestone	**Percent Due**
1. Software & Services: Upon Purchase Confirmation	**$65,357**
2. Software & Services: Upon Installation of Software	**$65,357**
3. Software & Services: Upon COTS System Overview	**$43,571**
4. Software & Services: Delivery of Converted Data and Go Live	**$43,570**

As always, Thank you!

Steve Specht
***FASTER* Asset Solutions**
Business Development Manager
Direct: 757.716.7957 Local: 757.623.1700 x2405
FAX: 757.625.5114
*FASTER*asset.com | LinkedIn | Facebook

COUNCIL COMMUNICATION

CC #: 2430
File #: 0203-04

Title: Pest Control Management - Contract Purchase Agreement
Contact: Darci Carpenter 916-774-5702 drcarpenter@roseville.ca.us

Meeting Date: 12/7/2022
Item #: 6.7.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council approve a contract purchase agreement (3002597) with Neighborly Pest Management, Inc. to provide pest control services on a scheduled and an as-needed basis and adopt a resolution authorizing the City Manager to execute it. The bid allowed for four optional renewal years at one-year intervals. Staff requests authorization to utilize the optional renewal years of the bid contract without further 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

Staff released a request for proposals, RFP #01-060 for pest control services. Four qualified vendors responded to the request for proposals. The proposals were evaluated by staff on overall proposal, cost, qualifications and experience. Neighborly Pest Management was rated the highest.

FISCAL IMPACT

The initial contract's total value is $150,000. Funding is included in the Building Maintenance, Environmental Utilities, Electric, Street Maintenance, and Park Maintenance FY2022-23 budgets. Projected spending for the optional renewal years is as follows: FY2023-24, $150,000; FY2024-25, $150,000; FY 2025-26, $150,000; FY2026-27, $150,000.

ENVIRONMENTAL REVIEW

The proposed project involves pest control maintenance on a scheduled and an as needed basis at existing facilities. This activity is categorically exempt from CEQA as a Class 1 Exemption (State CEQA Guidelines Section 15301). The Exemption has been prepared and no further CEQA action is required.

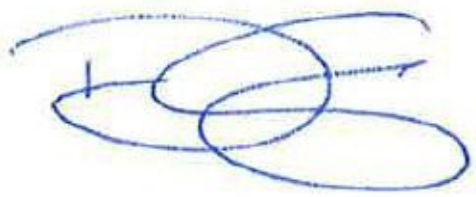
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

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

Respectfully Submitted,

Darci Carpenter, Administrative Technician

Jason Shykowski, Public Works Director



_____
Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 22-443

CPA

RESOLUTION NO. 22-443

APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND NEIGHBORLY PEST MANAGEMENT, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a contract purchase agreement (3002597) for Pest Control Management, between the City of Roseville and Neighborly Pest Management, Inc., has been reviewed by the Council; and

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

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

PASSED AND ADOPTED by the Council of the City of Roseville this____day of _____, 2022, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

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Contract Purchase Agreement 3002597

Supplier Details:

Company	Neighborly Pest Management Inc / Neighborly Turf and Tree Care
Contact	Jim Steed
Address	324 Riverside Avenue
	Roseville, CA 95678

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 3002597

Agreement	**3002597**
Agreement Date	**20-OCT-2022**
Revision	**0**
Agreement Amount	**150,000.00 USD**

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

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

Supplier
Neighborly Pest Management Inc / Neighborly Turf and Tree Care
324 Riverside Avenue

Roseville, CA 95678
Phone: (916) 782-3767
Fax: ()
Email: jim@neighborlypest.com

Description of Labor, equipment and/or materials

THE SERVICES CALLED FOR UNDER CITY OF ROSEVILLE REQUEST FOR PROPOSAL #01-060 AND CONTRACTOR'S PROPOSAL THERETO TITLED REQUEST FOR PROPOSALS PEST CONTROL SERVICES #01-060 (HEREINAFTER "PROPOSAL"). THE TERMS AND SCOPE OF WORK OF CITY OF ROSEVILLE REQUEST FOR PROPOSAL #01-060 AND CONTRACTOR'S PROPOSAL ARE HEREIN MADE PART OF THIS CONTRACT PURCHASE AGREEMENT AND FULLY INCORPORATED BY REFERENCE.

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

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

Customer #	Supplier #	Payment Terms	Freight Terms	FOB	Shipping Method
	10328	**Net 30**	**Freight on Board at the destination**	**Destination**	**Best Method**

Start Date	End Date	Confirm To
07-Dec-2022	**06-Dec-2023**	**Tiffany Valdez** Phone **1-916-746-1109**

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

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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

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

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

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

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

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

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

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

11. Contractor shall comply with all federal, state and local laws and ordinances, including but not limited to the City's storm water regulations, as may be applicable to the performance of services under this Agreement. Failure to comply with local ordinances

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may result in monetary fines and cancellation of this Agreement. Refer to www.roseville.ca.us/stormwater for links to more information on the City's storm water regulations.

12. In the event that the terms of any attachment or exhibit conflict with any terms of this Agreement, the terms of this Agreement shall control.
13. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original hereof.
14. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorneys' fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
15. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.
16. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.
17. For purposes of this Agreement, the terms "Contractor," "Consultant," and "Supplier" are used interchangeably.
18. If the project referenced on this agreement is a Public Works project, then the following shall apply: No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of this agreement, Contractor and its subcontractors shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations. Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
19. If the project referenced on this agreement is a Public Works project, then the following shall apply: Contractor must submit all claims as defined in and in accordance with the claim resolution process set forth in Section 9204 of the Public Contract Code. Each such claim must be sent to the City by registered mail or certified mail with return receipt requested and must contain reasonable documentation to support the claim. All claims must be received prior to acceptance of the work.
20. Contractor certifies that Contractor, its employees, directors, officers, agents, subcontractors, vendors, and volunteers are not presently debarred, excluded, suspended, declared ineligible, voluntarily excluded, or proposed for debarment, exclusion, suspension or ineligibility by any federal, state, or local department or agency.
21. This Agreement may be amended via change order, but only if such change order is made in writing, approved by the City, and signed by both parties.
22. CONTRACTOR agrees to defend and indemnify CITY if, despite the parties intent and practice, any venue, agency, or court with competent jurisdiction determines that CONTRACTOR and/or any of its agents, officers, employees, volunteers, independent contractors, or subcontractors, are characterized as employee(s) of CITY.

    CONTRACTOR and CITY agree that: (a) CONTRACTOR is free from the control and direction of CITY in connection with the performance of the work; (b) CONTRACTOR is providing services directly to CITY; (c) CONTRACTOR has and will maintain at all relevant times a business license; (d) CONTRACTOR maintains a business location that

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

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

Roseville Business License No. 00500209

Contractor License No. 454335

DIR Registration No. 1000009642

Check mark the applicable company type below:

X **Corporation**

_____ **Limited Liability Company**

_____ **Partnership**

_____ **Sole Proprietor**

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

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

General - Required Coverage/Documentation

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

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

Construction:____
General Liability:
$2 Million/occurrence
$4 Million aggregate

Design Professional:____
General Liability:
$2 Million/occurrence
$4 Million aggregate
Professional Liability:
$2 Million/occurrence

Professional Consultant:____
Professional Liability:
$1 Million/occurrence

IT Services:____
Professional Liability:
$1 Million/occurrence
No auto required

Hazardous Materials:____
Pollution Liability:
$1 Million/occurrence

Special Events/Caterers-Vendors:____
No auto required
No workers' comp required

Professional Counseling/ Psychological:____
Professional Liability:
$1 Million/occurrence
No auto required

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

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

Insurance Submission Process

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

How It Works

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

Questions Regarding Insurance Submission: Contact EBIX at (951) 652-4239
Questions Regarding Insurance Requirements Contact Risk Management at (916) 774-5202

DocuSign Envelope ID: EFDC43E0-6A43-4584-A453-AEFD2E0780D4

Asbestos-Containing Materials in City-Owned Buildings

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

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

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

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

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

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

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

Sign to acknowledge receipt of asbestos notification:

SIGNATURE	DocuSigned by: Jim Steed 2BE2A69E5CC2487...
COMPANY NAME	Neighborly Pest Management Inc.
DATE	10/20/2022

Asbestos
Rev 01/16/19

DocuSign Envelope ID: EFDC43E0-6A43-4584-A453-AEFD2E0780D4

Supplier

Signature: DocuSigned by: Sean Bradley DCFFA7EE6E42469...

Print Name: Sean Bradley

Title: Vice President Secretary

Date: 10/20/2022

Supplier

Signature: DocuSigned by: Jim Steed 2BE2A69E5CC2487...

Print Name: Jim Steed

Title: President

Date: 10/20/2022

City of Roseville, A Municipal Corporation

Signature: _____

Print Name: **Dominick Casey**

Title: **City Manager**

Date: _____

COUNCIL COMMUNICATION

CC #: 2409
File #: 0203-03

Title:	Sodium Hypochlorite Generation Cells - Sole Source Purchase Order
Contact:	Blaine Wiegel 916-746-1833 bwiegel@roseville.ca.us

Meeting Date: 12/7/2022
Item #: 6.8.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council approve a sole source purchase order for the replacement of two sodium hypochlorite generation cells at the Dry Creek Wastewater Treatment Plant.

BACKGROUND

The Dry Creek Wastewater Treatment Plant uses two ClorTec sodium hypochlorite generation systems for the disinfection process of recycled water. These cell systems have reached end of life and have lost production levels. Ryan Process, Inc. is the sole representative of ClorTec parts and replacement equipment for Northern California.

FISCAL IMPACT

The estimated cost of replacement is $178,823.82. Funding will be provided from the Environmental Utilities Department's FY2022-23 approved Wastewater Operations Fund budget.

ENVIRONMENTAL REVIEW

Goal E - Deliver exceptional city services
Goal C - Maintain a safe and healthy community

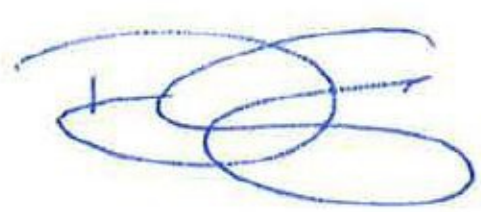
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

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

Respectfully Submitted,

Blaine Wiegel, Preventative Maintenance Coordinator

Richard Plecker, Environmental Utilities Director



_____

Dominick Casey, City Manager

ATTACHMENTS:

Description

COUNCIL COMMUNICATION

CC #: 2410
File #: 0203-09

Title:	Submersible Pumps and Associated Parts - Sole Source Purchase Order
Contact:	Rana Moore 916-774-5581 rcmoore@roseville.ca.us

Meeting Date: 12/7/2022
Item #: 6.9.

RECOMMENDATION TO COUNCIL

Staff recommends the City Council adopt a resolution approving a sole source purchase order with Xylem Water Solutions U.S.A., Inc. for submersible pumps and associated parts for the Pump Station 26 and Force Main Capacity Improvement Project in the amount of $165,048.77. In addition, staff requests authority for the City Manager or his designee to approve up to a ten percent (10%) contingency in the amount of $16,504.88 for unforeseen inflated material and/or shipping costs, bringing the total of this request to $181,553.65.

BACKGROUND

The City of Roseville's sewer system hydraulic model indicates that the 18- and 21-inch SPWA trunk sewer on Old Auburn Road could be subject to overflows under extreme conditions, and that this capacity issue would be further exacerbated under buildout development.

Woodard and Curran was commissioned by the City of Roseville to conduct an analysis comparing multiple options to correct the capacity issue. This analysis (dated August 18th, 2017) was heavily in favor of the current Pump Station 26 and Force Main Capacity Improvements Project.

As a portion of the Pump Station 26 and Force Main Capacity Improvements project, upsized submersible pumps and associated parts must be purchased. The City has standardized on Flygt pumps, and Xylem is the sole authorized distributer for Flygt pumps in Placer County.

The lead time on the pumps and associated parts for this project is projected to be 12 to 14 weeks. Additionally, Pump Station 26 must be operational between the months of October and April. Procuring these parts ahead of the construction contract award will allow the project to proceed without delays due to supply issues, and for the pump station upgrades to be completed prior to October of 2023.

FISCAL IMPACT

Funding is provided from the South Placer Wastewater Authority budget for the Pump Station 26 and Force Main Capacity Improvements Project. This purchase can be accommodated within the existing project budget. The total cost of this request is $181,553.65.

ENVIRONMENTAL REVIEW

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

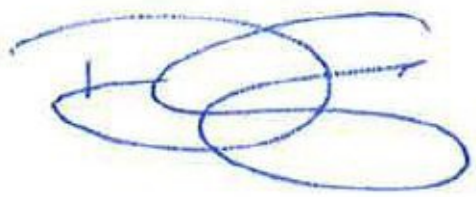
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

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

Respectfully Submitted,

Rana Moore, Associate Engineer

Richard Plecker, Environmental Utilities Director



_____
Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 22-421

RESOLUTION NO. 22-421

APPROVING A PURCHASE ORDER FOR
SUBMERSIBLE PUMPS AND PARTS

WHEREAS, a purchase order with Xylem Water Solutions U.S.A., Inc., for submersible pumps and associated parts for the Pump Station 26 and Force Main Capacity Improvement project, have 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 ten percent (10%) of the contract price.

PASSED AND ADOPTED by the Council of the City of Roseville this____day of _____, 2022, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

COUNCIL COMMUNICATION

CC #: 2420
File #: 0203-09

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

Meeting Date: 12/7/2022
Item #: 6.10.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council approve a sole source purchase order with Trojan Technologies Corp. for the purchase of ultraviolet disinfection equipment at the Pleasant Grove Wastewater Treatment Plant.

BACKGROUND

Pleasant Grove Wastewater Treatment Plant has standardized the use of the Trojan system UV3000Plus for the final disinfection stage of the wastewater treatment process. The current UV system was constructed with four treatment channels to convey treated water for disinfection. When constructed, three of the four channels were fitted with equipment, the fourth channel was built for system expansion to plant designed flow rates and was to be equipped when the treatment flow approached the capacity of the first three channels. Growth in the Pleasant Grove WWTP service area is now generating sufficient flow to justify equipping the fourth channel. Trojan Technologies is the sole manufacturer and distributor of the UV3000Plus.

FISCAL IMPACT

The estimated cost of UV equipment is $2,180,429. The funding source will be provided from the Environmental Utilities approved project 500165 budget, financed by the South Placer Wastewater Authority. The quote is for $2,023,600 plus 7.75% sales tax, for a total of $2,180,429.

ENVIRONMENTAL REVIEW

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

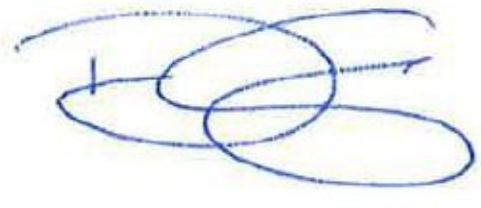
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

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

Respectfully Submitted,

Blaine Wiegel, Preventative Maintenance Coordinator

Richard Plecker, Environmental Utilities Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Trojan Technologies quote

SCOPE OF SUPPLY FOR ROSEVILLE PLEASANT GROVE WWTP

ULTRAVIOLET DISINFECTION EQUIPMENT – TROJAN SYSTEM UV3000Plus™

Prepared for:	City of Roseville, CA	
Project Name:	Roseville Pleasant Grove WWTP Expansion	
Consulting Engineer:	Carollo Engineers	
Submitted by:	Trojan Technologies	
Trojan Quote:	217634	
Design Criteria:	Maximum Daily Flow:	24.9 MGD
	Average Annual Fow Rate:	8.7 MGD
	Hydraulic Capacity per Channel:	11.0 MGD
	UV Transmission:	68 **%** minimum
	Total Suspended Solids:	5 mg/l (30 Day Average, grab sample
	Discharge Limit:	2.20 TC/100 ml, based on 7-day median
		23 TC/100 ml, based on a MAXIMUM

We are pleased to submit the following scope of equipment based on the above criteria.

The purchaser is responsible for reading all information contained in this Supply Contract. Trojan will not be held accountable for the supply of equipment not specifically detailed in this document. Detailed installation instructions are provided with the shop drawings and are available earlier upon request. Changes to this Scope of Supply that affect selling price will be handled through a change order.

This proposal has been respectfully submitted by,
Trojan Technologies

Jordan Fournier
Regional Manager
Trojan Technologies

Unless otherwise indicated in this proposal all conduit, conductors, local disconnects and transformers (if required) are the responsibility of the CONTRACTOR and are not included in this Scope of Supply.

ULTRAVIOLET MODULES

Trojan's Responsibility:
Each module supplied shall be completely assembled containing lamps, quartz sleeves and be electrically wired to each electronic ballast. Modules are shipped in a support rack and crated.

Model and Make:	Standard System UV3000Plus™
Quantity:	105 UV modules will be supplied each containing 8 Lamps.
Material of Construction:	316 stainless steel frame
Approximate Weight:	112 lbs / 51 kg per 8 Lamp module

NEW MASTER SYSTEM CONTROL CENTER (MSCC)

Trojan's Responsibility:
One (1) Master System Control Center (SCC) shall be supplied to monitor and control the UV System. Trojan will provide a PLC I/O and soft address map to aid the Contractor with integration of the UV PLC and WWTP SCADA system. The UV SCC shall consist of the following:

Quantity Supplied	One (1) MSCC will be supplied
Location:	Floor Mount
Controller Type:	Modicon M580 PLC
Operator Interface:	Cybernet 22" (P/N IPCS2T-838823)
Panel UPS:	120V UPS
Material of Construction:	304 Stainless Steel - Type 4X (IP66)
Enclosure Rating:	Type 4X
Approximate Weight:	200 pounds

Installation Contractor's Responsibility:
The Installation Contractor to be responsible for mounting the SCC as indicated on the drawings. The Installation Contractor to be responsible for the supply, installation and connection of the following at the SCC:

1. One (1) 120V 60Hz power supply
2. One (1) 4 – 20 mA DC analog signal from plant flow meter
3. One (1) Ground Link , 14 gauge minimum type TWH stranded, daisy chained to the HSC and PDCs.
4. One (1) serial communication link consisting of one (1) shielded twisted pair, 18 gauge maximum from the HSC and other PDCs (daisy chained).
5. One (1) serial communication link consisting of one (1) twisted shielded pair,18 gauge maximum from the On-Line UVT Monitor (if specified)
6. Serial communication link to SCADA – Ethernet/IP

NEW SYSTEM CONTROL CENTER (Channel 4)

Trojan's Responsibility:
One (1) System Control Center (SCC) shall be supplied to monitor and control the UV System. Trojan will provide a PLC I/O and soft address map to aid the Contractor with integration of the UV PLC and WWTP SCADA system. The UV SCC shall consist of the following:

Quantity Supplied	One (1) SCC will be supplied
Location:	Floor Mount
Controller Type:	Modicon M340 PLC
Operator Interface:	None
Panel UPS:	120V SCC
Material of Construction:	304 Stainless Steel - Type 4X (IP66)
Enclosure Rating:	Type 4X
Approximate Weight:	200 pounds

Installation Contractor's Responsibility:
The Installation Contractor to be responsible for mounting the SCC as indicated on the drawings. The Installation Contractor to be responsible for the supply, installation and connection of the following at the SCC:

1. One (1) 120V 60Hz power supply
2. One (1) 4 – 20 mA DC analog signal from plant flow meter
3. One (1) Ground Link , 14 gauge minimum type TWH stranded, daisy chained to the HSC and PDCs.
4. One (1) serial communication link consisting of one (1) shielded twisted pair, 18 gauge maximum from the HSC and other PDCs (daisy chained).
5. Serial communication to MSCC

POWER DISTRIBUTION CENTERS

Trojan's Responsibility:
The Power Distribution Center (PDC) distributes power to the UV Modules and shall consist of the following:

Quantity Supplied:	Total of Seven (7) PDC's will be supplied
Material of Construction:	304 Stainless Steel - Type 4X (IP66)
Enclosure Rating:	Type 4X
Approximate Weight:	220 pounds (100 Kg) each for 10 modules or less

Installation Contractor's Responsibility:
The Installation Contractor to be responsible for setting in place and bolting the Power Distribution Centers to the top of channel. The Installation Contractor to be responsible for the supply, installation and connection of the following at the Power Distribution Center(s):

1. One (1) 480/277V 60Hz, 30.70 kVA power feed with local disconnect to each of the PDC(s)
2. One (1) Ground Link,14 gauge minimum, TWH stranded single wire from the HSC.
3. One (1) communication link consisting of one (1) shielded twisted pair from the SCC and daisy chained to other PDC's.
4. One (1) pair of 12Volt DC, 18 gauge minimum discrete signal to the Water Level Sensor from PDC closest to the sensor.
5. One (1) pair of 24Volt DC, 18 gauge remote I/O to the HSC.
6. Connection of communication, power cables and hydraulic lines from the UV Modules

NEW HYDRAULIC SYSTEM CENTER (Channel 4)

Trojan's Responsibility:
The Hydraulic System Center (HSC) houses the ancillary equipment required to operate the quartz sleeve cleaning system.

Quantity Supplied:	One (1) HSC will be supplied
Materials of Construction:	304 Stainless Steel - Type 4X (IP66)
Enclosure Rating:	Type 4X
Approximate Weight:	300 Pounds

Installation Contractor's Responsibility:
The Installation Contractor to be responsible for setting in place and bolting the HSC and manifold as shown on the contract drawings. The HSC should be located within 50 feet (15 meters) from the farthest PDC. The Installation Contractor shall be responsible for the supply, connection and installation of the following at the HSC:

1. One (1) 480V 60Hz, 5 Amp power feed with local disconnect
2. One (1) ground link of,14 gauge minimum, TWH stranded from the PDC(s).
3. Connection of the hydraulic hoses from PDC(s). Hoses and connections will be supplied by Trojan.
4. One (1) serial communication link of one (1) twisted, shielded pairs, 18 gauge maximum cable from the SCC and daisy chained to the PDC's.

5. One (1) pair, 18 gauge minimum, 24Volt DC remote I/O from the closest PDC.

REMOVABLE SUPPORT RACKS

Trojan's Responsibility:
Removable support racks are provided to support UV modules in the effluent channel and allow for removal of a complete bank of lamps.

Quantity Supplied: Seven (7) racks will be supplied
Material of Construction: 316 Stainless Steel
Approximate Weight: < 100 pounds each

Installation Contractor's Responsibility:
The Installation Contractor to be responsible for setting in place and bolting the support racks to the channel walls. The Contractor will be required to supply eight (8) 1/2" Diameter x 5 1/2"Long expansion anchor bolts per rack.

Install approved (engineered) anchor points for personnel to use as part of their fall restraint system around the open channels. The anchor points must be positioned so that the preferred retractable lifeline of 8 feet is of sufficient length to access the work at the channel. Refer to local safety regulation.

LEVEL CONTROLLER

Trojan's Responsibility
A level control device is required per channel to maintain and control the effluent level, regardless of flow rate.

Description: Fixed Weir as shown on Contract Drawings
Quantity Supplied: Four (4) level controllers
Material of Construction: 316 SST

Installation Contractor's Responsibility:
The Installation Contractor to be responsible for setting in place, grouting and sealing the level control device.

ULTRASONIC CHANNEL LEVEL SENSOR

Trojan's Responsibility:
An ultrasonic level sensor will be supplied to monitor the effluent levels within each UV Channel. The transducer will be supplied with a sufficient length of cable to distribute to the monitor panel along with a mounting bracket.

Installation Contractor's Responsibility:
The Contractor shall be responsible for mounting the transducer and bracket in the UV Channel, the monitor panel adjacent to the channel, and distributing the following cable/wiring between these two components and to SCC in appropriate conduit:

1. One (1) 120 Volt, 1 phase, 2 wire, 15 VA (plus ground) from a Distribution Panel (by others) to the Level Sensor Monitor.
2. One (1) 4-20mA analog signal from the Level Sensor Monitor to the System Control Center (SCC).
3. One (1) communication link using 30 feet of cable (supplied by Trojan) from the Level Sensing Transducer to the Level Sensor Monitor.

WATER LEVEL SENSOR KIT

Trojan's Responsibility:
The water level sensor is located downstream of the UV System and provides a digital signal to shut down & protect the UV System if the water level is too low.

Quantity Supplied: One (1) (type) water level sensor to be supplied
Enclosure Rating: Type 4X

Approximate Weight: 10 pounds (panel)

Installation Contractor's Responsibility:
The Installation Contractor to be responsible for setting in place and bolting the water level sensor panel to the effluent channel wall. The Installation Contractor shall also be responsible for the supply of mounting hardware, watertight conduit and supply and connection of one discrete signal (pair of 12V DC, 14 gauge) from the water level sensor probe to each PDC.

SPARE PARTS AND SAFETY EQUIPMENT

Trojan's Responsibility:
The following spare parts and safety equipment will be supplied with the UV system:

210	UV lamps
210	Quartz sleeves
21	Ballasts
210	Lamp holder seals
210	Wiper Seals
11	Intensity Sensors (9 used to replace existing sensors)
3	Face Sheilds
42	Lamp Plug Assembly
18	PDC Gas Struts
1	Drive Pump for Cleaning
12	Hydraulic Filters
4	Acticlean (4x 4L)
5	Five fuses of each type used in system
1	PLC Spares as per 17055 – 1.15 (MSCC and SCC Included)

ADDITIONAL EQUIPMENT

A. INDIVIDUAL UV MODULE LIFTING SLING WITH FRAME

Trojan's Responsibility:
In order to remove individual modules, by mechanical means, a 2 rope sling with frame shall be supplied to interface with the existing overhead crane.

Quantity: One (1) Sling Kit
Materials of Construction: 316 SST
Approximate Weight: 5 lbs/ 2.2 kgs

B. TWO (2) MODULE STORAGE RACKS

Quantity: One (1)
Materials of Construction: 316 SST

C. PLC HARDWARE UPGRADE

Trojan's Responsibility:
Hardware upgrade required to three (3) existing SCC for Channels, 1, 2, and 3. (Modicon M340 PLCs)

D. TRANSFORMERS

Quantity: Seven (7) 45 kVA Isolation transformers (480V, 3 phase, 3 wire, Delta to Wye)

Materials of Construction: Nema 3R, Painted Mild Steel
Approximate Weight: TBD

Installation Contractor's Responsibility:
The Installation Contractor to be responsible for installation and connection of the following:

1. Connection of one 480 Volt, 3 phase, 3 wire (plus ground), 45 KVA power supply to EACH of the isolation transformers from the Distribution Panel (supplied by others).
2. One 480Y/277 Volt, 3 phase, 4 wire (plus ground), power feed with local disconnects to EACH of the PDCs.

DELIVERY, START-UP AND TRAINING

Equipment shipped **24-26** weeks after approval of Shop Drawings.

Installation Contractor's Responsibility:
The Contractor is responsible for:

- Un loading of the components supplied by Trojan, storage of all components, if required in a clean dry environment
- Installing the equipment outlined in the scope of Supply in accordance with contract drawings, Trojan's shop drawings, instructions and installation checklist.
- Supplying all conduits and conductors and components per the sites state regulations and components indicated as supplied by others,
- Completing the Checklist and returned at least two (2) weeks prior to date requested for commissioning.

WARRANTY

Trojan's Responsibility:
Trojan Technologies will warrant the equipment and parts for 12 months after Substantial Completion.

SELLING PRICE

Taxable Amount
UV Equipment: $ 2,023,600

Non-Taxable Amount
Freight: $ 48,400

TOTAL: $ 2,072,000

Selling price is valid until December 7th, 2022.
Selling price does not include any applicable duties or taxes.

COUNCIL COMMUNICATION

CC #: 2411
File #: 0203-06

Title: Technology Equipment - Purchase Order
Contact: Sage Armstrong 916-223-9729 sarmstrong@roseville.ca.us

Meeting Date: 12/7/2022
Item #: 6.11.

RECOMMENDATION TO COUNCIL

Staff recommends City Council approve a purchase order with CDW-G Technologies LLC for Roseville Electric Utility Control System computer technology equipment and software using Sourcewell CDW-G Technology Catalog Solutions #08149-CDW and Omnia Contract R210401 for the Region 4 Education Service Center.

BACKGROUND

Roseville Electric Utility supports and maintains industrial control systems which provide critical information for the output, status, and conditions of the distribution and generation operational environment. Control systems utilize proprietary and general technology equipment. General technology equipment includes network routers and switches, desktop computers, servers, and accessories. Periodic upgrade and replacement of aging general technology equipment and related software is critical to maintain a reliable control system and is essential to support our day-to-day electric operations.

Staff recommends utilizing the Sourcewell CDW-G Technology Catalog Solutions #08149-CDW and Omnia Contract #R210401 competitively bid contracts to obtain the best pricing available for the City.

FISCAL IMPACT

The total estimated cost for FY2022-23 of $220,000 is included in the Electric Department budget. Funding for the remainder of the contract will be budgeted each fiscal.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. The purchase of equipment meets the above criteria and is not subject

to CEQA. No additional environmental review is required.

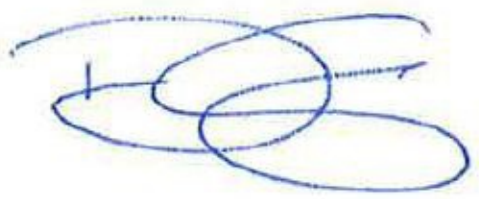
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

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

Respectfully Submitted,

Sage Armstrong, Electric Technology System Administrator

Daniel Beans, Electric Utility Director



_____
Dominick Casey, City Manager

ATTACHMENTS:

Description

Sourcewell CDW-G Technology Catalog Solutions #08149-CDW

Omnia Contract R210401 for the Region 4 Education Service Center.

Omnia Contract R210401 for the Region 4 Education Service Center.

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Sourcewell

Solicitation Number: RFP#081419

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **CDW Government LLC**, 230 N. Milwaukee Ave., Vernon Hills, IL 60061(Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to its members. Participation is open to all levels of governmental entity, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and its Members (Members).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective December 1, 2019, or upon the date of last signature, whichever is later.

B. EXPIRATION DATE AND EXTENSION. This Contract expires October 30, 2023, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.

C. SURVIVAL OF TERMS. Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in

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Vendor's product and pricing list. Unless agreed to by the Member in advance, Equipment or Products must be delivered as operational to the Member's site.

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

B. LAWS AND REGULATIONS. All Equipment, Products, or Services must comply fully with applicable federal laws and regulations, and with the laws of the state or province in which the Equipment, Products, or Services are sold.

C. WARRANTY.
1. *Product Warranty*: Sourcewell and its Members understand that Vendor is not the manufacturer of the Products purchased by Sourcewell or its Members hereunder and that the only warranties offered are those of the manufacturer not Vendor or its Affiliates. In purchasing the Products Sourcewell and its Members rely on the manufacturer's specifications only and not on any statements or images that may be provided by Vendor or its Affiliates. VENDOR HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES EITHER EXPRESS OR IMPLIED RELATED TO PRODUCTS INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF TITLE ACCURACY MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WARRANTY OF NON-INFRINGEMENT OR ANY WARRANTY RELATING TO THIRD PARTY SERVICES. THE DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY MANUFACTURER'S WARRANTY.
2. *Services Warranty*: Vendor warrants that the Services will be performed in a good and workmanlike manner. Members' sole and exclusive remedy with respect to this warranty will be at the sole option of Vendor to either (a) use its reasonable commercial efforts to reperform any Services not in substantial compliance with this warranty or (b) refund amounts paid by the Member related to the portion of the Services not in substantial compliance; provided in each case Member notifies Vendor in writing within thirty (30) business days after performance of the applicable Services. This warranty is voided if the Services are altered by anyone other than Vendor or any of its affiliates or its or their personnel.
3. *Cloud Warranty*: Sourcewell and its Members acknowledge that Vendor is not the provider of the Cloud Services purchased hereunder and the only warranties offered are those of the Cloud Service Provider not Vendor. In purchasing the Cloud Services Sourcewell and its Members rely only on the Cloud Service Provider's service descriptions and the terms and conditions set forth in the Cloud Services Terms and Conditions (defined below). Sourcewell and its Members further acknowledge and agree that Vendor makes no representations warranties or assurances that the Cloud Services are designed for or suitable for use in any high risk environment including but not limited to aircraft or automobile safety devices or navigation life support systems or medical devices nuclear facilities or weapon systems. Sourcewell and its Members further agree to review and comply with the Cloud Service Provider's disclaimers and restrictions if any regarding the use of the Cloud Services in high risk environments. VENDOR DOES NOT WARRANT THAT THE CLOUD SERVICES WILL BE TIMELY UNINTERRUPTED OR ERROR FREE OR THAT THE CLOUD SERVICES WILL MEET SOURCEWELL OR MEMBER'S REQUIREMENTS. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS

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WARRANTY AND LIMITED REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE. THE TERMS OF THIS PARAGRAPH DO NOT AFFECT THE TERMS OF ANY WARRANTIES FROM THE CLOUD SERVICES PROVIDER. SOURCEWELL AND ITS MEMBERS ACKNOWLEDGE THAT NO REPRESENTATIVE OF VENDOR IS AUTHORIZED TO MAKE ANY REPRESENTATION OR WARRANTY THAT IS NOT IN THIS AGREEMENT.

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

3. PRICING

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

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

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

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Members in accordance with Vendor's Return Policy, which is available from the Vendor upon request. Members reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

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

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

5. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS

A. MEMBERSHIP. Membership in Sourcewell is open to public and nonprofit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Members that can legally access the Equipment, Products, or Services under this Contract. A Member's authority to access this

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

Vendor is responsible for familiarizing its sales and service forces with Sourcewell membership requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Members to its roster during the term of this Contract.

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

6. MEMBER ORDERING AND PURCHASE ORDERS

A. PURCHASE ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, Member must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically a Member will issue a purchase order directly to Vendor. Members may use their own forms for purchase orders, but it should clearly note the applicable Sourcewell contract number. Members will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Member.

B. ADDITIONAL TERMS AND CONDITIONS. Additional terms and conditions to a purchase order may be negotiated between a Member and Vendor, such as job or industry-specific requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements. Any negotiated additional commercial terms and conditions must never be less favorable to the Member than what is contained in Vendor's Proposal.

C. PERFORMANCE BOND. If requested by a Member, Vendor will provide a performance bond that meets the requirements set forth in the Member's purchase order.

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

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E. TERMINATION OF PURCHASE ORDERS. Members may terminate a purchase order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

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

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State;
- Customer Zip Code;

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- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Member Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Members. The Vendor will submit a check payable to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Members under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than forty-five (45) calendar days after the end of each calendar quarter.

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

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

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

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

D. CONTRACT COMPLETE. This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, master-servant, principal-agent, or any other relationship.

11. LIABILITY

Vendor must indemnify save and hold Sourcewell and its Members including their agents and employees harmless from any third party claims or causes of action including reasonable attorneys' fees arising out of the performance of this Contract by the Vendor or its agents or employees which results in injury or death to person(s) or tangible personal property alleged to have been caused by some defect in the Services under this Contract to the extent the Service has been used according to its specifications.

Vendor shall pass through all indemnity protections provided by the Equipment and/or Product manufacturer to the extent intended for the end user of such Equipment and/or Products. UNDER NO CIRCUMSTANCES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY SET FORTH HEREIN WILL EITHER PARTY ITS AFFILIATES OR ITS OR THEIR SUPPLIERS SUBCONTRACTORS OR AGENTS BE LIABLE FOR ANY INCIDENTAL INDIRECT SPECIAL PUNITIVE OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS BUSINESS REVENUES OR SAVINGS AND LOSS DAMAGE OR CORRUPTION OF DATA OR SOFTWARE EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES OR IF SUCH DAMAGES ARE OTHERWISE FORESEEABLE.

12. AUDITS

No more than one (1) time per twelve (12) month period during the term of this Contract, upon thirty (30) days advance written notice, Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract to verify the amounts paid hereunder. Such rights shall extend for a minimum of six (6) years from the end of this Contract. This clause extends to Members as it relates to business conducted by that Member under this Contract.

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13. GOVERNMENT DATA PRACTICES

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

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

14. INTELLECTUAL PROPERTY

As applicable, Vendor agrees to pass through to Sourcewell or its Members any indemnity intended for the end user of the Products on account of the use of any Equipment or Products by Sourcewell or its Members supplied by Vendor in violation of applicable patent or copyright laws.

Member's rights to Work Product (meaning materials and other deliverables to be provided or created individually or jointly in connection with the Services, including but not limited to all inventions, discoveries, methods, processes, formulae, ideas, concepts, techniques, know-how, data, designs, models, prototypes, works of authorship, computer programs, proprietary tools, methods of analysis, and other information whether or not capable of protection by patent, copyright, trade secret, confidentiality, or other proprietary rights, or discovered in the course of performance of this Contract, that are embodied in such work or materials) will be upon payment in full a non-transferable, non-exclusive, royalty-free license to use such Work Product solely for Member's internal use. Member obtains no ownership or other property rights thereto. Member agrees that Vendor may incorporate intellectual property created by third parties into the Work Product and that Member's right to use such Work Product may be subject to the rights of and limited by agreements with such third parties.

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Members against any and all third party suits, claims, judgments, and costs, instituted or recovered against Sourcewell or Members by any person on account of the use of any Services or Work Product by Sourcewell or its Members supplied by Vendor in violation of applicable U.S. patent or copyright laws.

15. PUBLICITY, MARKETING, AND ENDORSEMENT

A. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices

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prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

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

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

16. GOVERNING LAW, JURISDICTION, AND VENUE

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

17. FORCE MAJEURE

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

18. SEVERABILITY

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

19. PERFORMANCE, DEFAULT, AND REMEDIES

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

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have thirty (30) calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities

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under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Members as a result of such failure to proceed will be borne by the Vendor.

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

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

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

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

20. INSURANCE

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

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

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

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Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

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

Minimum Limits:
$1,000,000 each accident, combined single limit

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

Minimum Limits:
$2,000,000

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

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

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

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

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B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates will be emailed to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies ofcertificates of insurance, within ten (10) days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

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

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. SELF-INSURED RETENTIONS. Any self-insured retention in excess of $10,000 is subject to Sourcewell's approval.

21. COMPLIANCE

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

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

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

Members that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Members may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Member accesses Vendor’s Equipment, Products, or Services with United States federal funds.

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

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5,

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

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. § 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

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

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certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

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

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

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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

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

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

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

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

24. CANCELLATION

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

25. THIRD PARTY CLOUD SERVICES

"Personal Data" means data which relate to a living individual who can be identified (a) from that data or (b) from that data and other information which is in the possession of or is likely to come into the possession of the controller and includes any expression of opinion about the individual and any indication of the intentions of the controller or any other person in respect of the individual.

Cloud Services. It is acknowledged that Sourcewell and its Members are receiving the Cloud Services directly from the Cloud Service Provider pursuant to the Cloud Service Provider's standard terms and conditions, or such other terms as agreed upon by Sourcewell and its

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Members and the Cloud Service Provider ("Cloud Services Terms and Conditions"). Accordingly, it shall consider the Cloud Service Provider to be the contracting party and the Cloud Service Provider shall be the party responsible for providing the Cloud Services to Sourcewell and its Members and shall look solely to the Cloud Service Provider for any loss claims or damages arising from or related to the provision of such Cloud Services.

Sourcewell and its Members shall be solely responsible for daily back-up and other protection of its data and software against loss damage or corruption. Sourcewell and its Members shall be solely responsible for reconstructing data (including but not limited to data located on disk files and memories) and software that may be lost damaged or corrupted during the performance of Cloud Services. VENDOR AND ITS AND THEIR SUPPLIERS, SUBCONTRACTORS, AND AGENTS ARE HEREBY RELEASED AND SHALL CONTINUE TO BE RELEASED FROM ALL LIABILITY IN CONNECTION WITH THE LOSS, DAMAGE, OR CORRUPTION OF DATA AND SOFTWARE AND SOURCEWELL AND ITS MEMBERS ASSUME ALL RISK OF LOSS, DAMAGE, OR CORRUPTION OF DATA AND SOFTWARE IN ANY WAY RELATED TO OR RESULTING FROM THE CLOUD SERVICES.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz _____
C0FD2A139D06489...
Jeremy Schwartz
Title: Director of Operations & Procurement/CPO
Date: 11/9/2019 | 5:53 AM CST

CDW Government LLC

DocuSigned by:
By: Robert F. Kirby _____
7BE3F6B21781400...
Robert F. Kirby
Title: President
Date: 11/21/2019 | 3:07 PM CST

Approved:

DocuSigned by:
By: Chad Coauette _____
7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 11/8/2019 | 3:33 PM CST

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RFP#081419 - Technology Catalog Solutions

Vendor Details

Company Name:	CDW Government LLC
Address:	230 N. Milwaukee Ave Vernon Hills, IL 60061
Contact:	John Moss
Email:	johnmos@cdw.com
Phone:	312-547-2453
HST#:	36-4230110

Submission Details

Created On:	Thursday June 27, 2019 08:11:44
Submitted On:	Tuesday August 13, 2019 13:11:20
Submitted By:	John Moss
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Submitter's IP Address:	165.225.57.75

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Specifications

Proposer Identity & Authorized Representatives

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	CDW Government LLC
2	Proposer Address:	230 N. Milwaukee Ave. Vernon Hills, IL 60061
3	Proposer website address:	www.cdwg.com
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Name: Robert F. Kirby Title: President, CDW Government LLC Address: 75 Tri-State International Lincolnshire, IL 60069 Email Address: bobkir@cdwg.com Phone: 847.968.9898
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Name: John Moss Title: Proposal Specialist Address: 120 S. Riverside Plaza Chicago, IL 60625 Email Address: johnmos@cdwg.com Phone: 312.547.2453
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Name: Mark Ellis Title: Manager, Program Management Address: 74 Reading Ave, Hillsdale, MI 49242 Email Address: markeli@cdwg.com Phone: 732.982.0390

Company Information and Financial Strength

Line Item	Question	Response *

7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	An influential Walker survey once predicted that by 2020 customer experience will overtake price as the key differentiator for organizations. At CDW, we've always felt that to be true. From our earliest days as a classified ad for a 512K memory personal computer in the back of the newspaper in search of a customer (yes, we date all the way back to 1984, when classified ads in the newspaper were a thing) to the supplier today of integrated IT solutions for our 250,000 customers, the U.S. Census Bureau to Bemidji Area Schools. Everything we do revolves around meeting the needs of our customers. It's tied into our core values, our business philosophy, our industry longevity, our culture, everything. It's always been that way and it will always be that way. From our front-line sales to backbone support, what brings us together as a company of 9,400 coworkers is our focus on our customers and the CDW Experience they receive no matter their size or location. For any who aren't familiar with us, what's the CDW Experience? No, it's not a musical act featuring mop top haircuts and matching suits, though you might say it involves a kind of harmony. - It's first listening to our customers to find out what they need, what they want, and what they wish could be, rather than merely overwhelming them with our technology catalog of 100,000 products. - It's removing barriers to efficient procurement so that our customers can select technology solutions online or by phone at a price they can afford. - It's being a true trusted advisor to our customers, making them aware not only of available technology but of technology roadmaps so they can make the most informed purchases, or non-purchases as the case may be, to maximize investment at every critical decision point in the IT lifecycle. - It's offering our customers stability and security through rigorous quality control standards, such as our five ISO certifications, in procuring and delivering their IT investments to ensure their investment arrives on time, is what they ordered, and works. - It's installing and managing our customers' solution with certified technical and solution experts, either using in-house professionals with more than 6,700 technical certifications or a Trusted Partner Network of more than 1,200 partners of various size, demographic and geography. - It's responding to our customers' requests for support and management after we've already made the sale, ensuring their purchases work for them and meet all applicable standards, verifiable through custom reporting. - It's meeting our customers' demands for diversity, equality, and environmental responsibility in the supply chain by partnering with small, local, and diverse businesses, contributing to overall diverse spend in 2018 exceeding $2B. From our founding to now, we've been offering the latest technology and technology solutions, keeping pace with trends every step of the way so that our customers don't have to. In the 80s it was PCs, VCRs, painter pants, and Miami Vice, and today it's integrated IT solutions, cloud technology, eSports, and avocado toast. But none of this would be possible without our incredible coworkers. The way we make it great for our customers is by making it great for our coworkers. Meaning, the reason we can commit ourselves so thoroughly to our customers is because of the culture we've built at CDW that sustains us, and the relationships we form that constantly uplift us, motivating us to try harder in delivering the CDW Experience. We empower our coworkers to be everyday bold in their careers through many programs and initiatives. Here's a select group: Commitment to Diversity CDW understands the importance of recruiting and retaining a diverse internal workforce. It starts at the top. On January 1, 2019, Christine Leahy, formerly CDW's Chief Revenue Officer and with the company since 2002, succeeded Thomas Richards as CEO, making her one of the fewer than 10% of all female Fortune 500 CEOs. We enable all of our coworkers to make solid, dependable connections in the workplace, with our customers, our supplier partners, and in the communities we serve. We encourage coworkers to take an active role in their own personal and professional development through our many mentoring, technical, and professional development groups, including African Heritage Network, Hispanic Organization for Leadership and Achievement, Women's Opportunity Network, Alliance for Business Leading Equality, and Military & Allies Resource Council networks. Community Involvement As a Fortune 500 company with resources on a global scale, and a widespread presence at the local-level, we recognize our responsibility as citizens of our local communities and the world. CDW provides coworkers volunteer opportunities, including paid volunteer time off, and organizes many charitable events, including our annual Fun Drive each July. Last year CDW and our coworkers raised nearly $700,000 for Children's Miracle Network (CMN) Hospitals, helping children in our communities throughout the United States and Canada, and bringing our 30-year total to more than $8.3 million. Beyond our ongoing charitable work, when extraordinary catastrophes have occurred, CDW and our coworkers have been there to support the recovery. We have given our time and support to support those in need, including during the Indian Ocean Earthquake and Tsunami, Hurricane Katrina, the Haiti Earthquake, the Japan Earthquake and Tsunami, and Hurricane Sandy. Environmental Environmental Responsibility is a big part of our culture. Though CDW does not manufacture products, we continually work to be mindful of our carbon footprint by developing internal efficiencies and policies for waste reduction, and complying with ISO 14001 standards, all of

8	Provide a detailed description of the products and services that you are offering in your proposal.	Sourcewell's 50,000 members are made up of public sector agencies and not-for-profits with diverse needs and compliance requirements: classroom technology, public safety equipment, implementation services for secure infrastructure that stores public data, HIPAA, FERPA. CDW Government LLC (CDW•G) offers 100,000 products and has more than 1,000 services coworkers, with a deep bench of preferred partners available to meet Sourcewell members' (Members) diverse needs. As the market for IT continues to mature, our experience is that more and more customers are seeking integrated technology solutions. CDW•G delivers these solutions—with advice, support, ideas, technology and the experience of thousands of experts. So whether it's a quick pick off the shelf, or something a little more involved, our full solution capabilities range from discrete hardware and software products and services to complex technology implementations:: • Hardware. Cables, collaboration and IP telephony, computers (including notebooks, tablets, thin clients), data storage, monitors and projectors, networking products, power, cooling and racks, printers, scanners, and print supplies. • Software. Backup/archive/storage, business, database and business intelligence, desktop/web publishing, management, operating systems, security, and virtualization. • Solutions. Business intelligence, cloud solutions, data center, digital signage, document management, managed print services, mobility, networking, point of sale, security, 3D printing, total software management, unified communications. • Services: o IT Consulting Services: Our consultants have years of experience in IT direction, process improvement, governance and technology for cloud, IT operations and business continuity as well as mergers and acquisitions. o Security Services: We prioritize security in everything we do, but we also specialize in security assessments and overhauls to safeguard one of your most precious assets — your data. o Networking Services: Our professional services team will assess the impact on your network bandwidth and recommend upgrades as needed o Cloud Services: Our IT consulting team can assess your needs and help you select the right SaaS or IaaS apps and cloud solutions for your business. o Data Center Services: Our engineers help you cut costs by replacing high-maintenance hardware with converged infrastructure and virtualized network and storage resources, on- premises or in the cloud. o Digital Workspace Services: Our team will help you optimize your network for mobile workspaces and collaboration while prioritizing efficiency and security. With over 1,000 original equipment manufacturers (OEMs), Members have the choice of the usual heavyweights such as HPI, Lenovo, Cisco, Microsoft, Acer, Dell EMC, HPE. We also offer hundreds of other vendors making very cool products and providing very specific services that may be the precise technology for a Member in, say, public safety, such as Getac's rugged laptops, or Havis' mounting solutions. But at CDW•G we know just offering solutions, services, and products doesn't answer the mail. A critical factor for Members in their procurement goals is the delivery and implementation of the solutions, services, and products to ensure their needs are met. As our company has amassed this impressive portfolio of solutions, products, and services, our leadership foresaw the potential hazards of onboarding newer to market OEMs for our customers and built uncompromising oversight into our process as a result. Sourcewell members benefit from the following steps CDW•G built into our procurement process to ensure risk management on the solutions, products, and services we deliver: - Requesting our OEM partners put in place supply chain risk management plans to control components sourcing and ensure that no gray market or counterfeit materials are incorporated into their products. - Vetting to ensure that only OEMs that produce genuine, quality equipment are added to CDW•G's manufacturer portfolio. - Acquiring equipment only from manufacturer-authorized sources. - Selling only equipment that we are authorized to sell. - Maintaining redundancy in our manufacturer portfolio, such that if one manufacturer is having trouble with counterfeit parts being introduced to its supply chain, the customer has the option of purchasing an alternative manufacturer from CDW•G. - Purchasing additional stock, when commercially reasonable, to provide customers access to replacement products should a recall be issued for products they have purchased. - Conducting quarterly business reviews with our major OEM partners where any counterfeit/gray market issues are addressed.

9	What are your company's expectations in the event of an award?	Whether it's the internal expectations we set for ourselves, or external expectations financial analysts place on us every three months when it comes time to publicly report our financials, CDW•G has a history of exceeding expectations. We are successful in exceeding expectations in part due to discipline and a forward-thinking approach. We think carefully about what the future will look like and use internal metrics to make sure we are tracking our forecasts (Please see Question 65 for sample metrics). This process makes us confident going on the record with our projections, knowing we will be held to these standards and expected to deliver. A highlight of the Sourcewell and CDW•G relationship over the years has been the alignment of expectations and the roadmap to meeting and often exceeding those. Before we dive in to our expectations upon award of this contract, we'd like to revisit our financial expectations set forth in the last Technology Solutions proposal and how we performed against those: Expected peak growth for 2018 as described in CDW•G 2014 Sourcewell/NJPA Technology Solutions proposal: $350,000,000 Actual growth for 2018: $550,000,000 For the next five years of this contract, we project the fo revenue targets under a sole source award: 2020: $594,930,000 2021: $624,680,000 2022: $655,910,000 2023: $688,710,000 2024: $723,140,000 Here are five big ideas on how CDW•G and Sourcewell will get there together: 1) We expect Canadian performance on this contract will be a key differentiator. We have more than 400 coworkers in Canada to support Sourcewell members across the country. Our recent acquisition of Scalar Decisions Inc., a leading IT solutions provider in Canada, enhances the value that we can deliver to customers. Scalar's expertise is in professional and managed services, infrastructure, and security. 2) We expect to further diverse partnerships to continue ongoing focus on all communities Sourcewell serves. We do this in a number of ways. Externally, such as in 2018 when we were invited to join the New York City Mayor's Corporate Alliance Program, which provides diverse businesses direct access to select partner corporations. And internally, with diverse supplier trainings for our sales force that enable better understanding of customers' diversity goals and initiatives, and CDW•G's diverse spend solutions. 3) We expect collaboration on marketing to drive increased contract usage and growth. We will generate a spotlight media piece detailing the exclusivity of the CDW•G & Sourcewell agreement that can be shared through various channels, participate in cobranding marketing opportunities, continue sales enablement and training activities, and generate awareness of the agreement through key events and collateral primarily distributed electronically but also with printed releases. 4) We expect to continue our effective partnerships with the Sourcewell organization and other valued Sourcewell vendors. As one of the longest-tenured Sourcewell vendors and one of the largest in terms of sales volume, CDW•G brings tremendous resources to the relationship. We have actively participated in support of Sourcewell leadership and its annual vendor conference for fifteen years. Mark Ellis, from CDW•G's Program Management team, has been an active participant on Sourcewell's Vendor Advisory Board, collaborating on past initiatives, such as collecting data from the vendor community on ideas for improved collaboration with Sourcewell, and in Sourcewell's recent transition from NJPA, connecting Sourcewell to CDW•G marketing leaders and executives to review and solicit feedback. 5) We expect regular strategy meetings with Sourcewell to achieve the following goals: a. Align Sourcewell goals with CDW•G business development and sales leadership to create targeted lists of customers based on membership status, which we're already serving but with less activity than expected, and which we're not serving but should be. For example, CDW•G and Sourcewell's joint success in leveraging our strong public safety offerings to establish a relationship with the National Sherriff's Association is a blueprint for the future. b. Contribute research on key legislation that impacts cooperative purchasing. For example, we know recently Utah and Illinois passed legislation that should benefit cooperative purchasing initiatives in those states.
10	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Sourcewell can be confident of CDW•G's financial stability. We are a subsidiary of CDW, LLC, which is a subsidiary of CDW Corporation, a publicly-owned Fortune 500 company. As a government agency, Sourcewell is familiar with the trust established through transparency. Four times a year our CEO, Christine Leahy, and CFO make public the results of our recent financial performance and the overall health of our company. We are very proud of our financial record. Selected current financial data: • Current CDW corporate credit ratings are all stable: o Moody's: Ba2 o Standard and Poor's: BB+ o Moody's Outlook: Positive o S&P Outlook: Stable o Our cash plus revolver availability (open agreements to borrow) is at $1.2B as of June 30, 2019, demonstrating strong financial credit. • Over the past decade our net sales have almost doubled U.S. IT spending as measured by Compound Annual Growth Rate ("CAGR") • CDW has been steadily increasing revenue for each year since we went public in 2013, reaching our highest-ever net sales at $16.2B We have also uploaded CDW's past three annual reports to provide Sourcewell with a thorough accounting of CDW's financial health. Our complete financial portfolio is available at https://investor.cdw.com/

11	What is your US market share for the solutions that you are proposing?	We estimate that our total Net sales of approximately $17 billion (on a trailing twelve-month basis) represents approximately 5% of our addressable market, which is estimated at ~$325 billion.
12	What is your Canadian market share, if any?	We do not break out Canada separately; we have reported $1.98B sales in Canada and U.K. in 2018.
13	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	As of the date of submission, CDW•G has never filed a petition for bankruptcy protection.
14	How is your organization best described: is it a ma your written authorization to act as a distributor/dea your sales and service force and with your dealer	a) CDW•G can best be described as a reseller. As part of our Additional Documents zip file upload, we have included written authorization to act as a reseller for the wholesale distributor Tech Data in both the U.S. and Canada. We feel partnering with a reseller like CDW•G over a manufacturer for your contract provides greater benefits to Sourcewell members. Sourcewell is looking for a vendor that can support a catalog that offers both depth and breadth to members. Manufacturers often default to promoting their own products, rather than the solution that best meets the Member's need. In fact, this can be true for a number of competing resellers as well. Some resellers can generate a substantial portion of their sales from one manufacturer partner, in some cases as much as 50%. This can also be a risky business model. CDW•G is uniquely unbiased. Proof is in our sales; our 2018 company revenue mix did not include a single OEM making up more than 10% of our total. One of the benefits of our vetted portfolio of 1,000 leading brands is that it insulates us, and our customers, from the events of any one company. OEMs and resellers relying heavily on one manufacturer partner can mean a cloudy future for contract success when a business-altering event takes place. Please visit our easy-to-search website for a list of the OEMs CDW•G is authorized to resell: www.cdwg.com/brands And please visit CDW Canada's website for a list of 1,000 authorized OEMs: www.cdw.ca/brands Another advantage of our reseller status is we have a captive sales audience, which means we can educate our internal sales force on contracts such as Sourcewell, how to sell on Sourcewell, and how to align sales messaging with the contract's needs. This process leads to contract adoption by CDW•G account managers and that has led to contract adoption by their customers. Together, we have increased new Member usage over the past five years by more than 20%. For our U.S. operations, in 2018 we purchased approximately 50% of the products we sold as discrete products or as components of a solution directly from our vendor partners and the remaining 50% from wholesale distributors. Additionally, we are authorized and do buy direct when economically advantageous. As one of the largest direct market resellers, CDW•G has established great working relationships with the major manufacturers in the technology industry. Our buying power attracts the industry's top manufacturers-and their best prices and rebates. Most manufacturers send us daily Electronic Data Interchange (EDI) downloads with pricing and product availability information. Also, we receive timely notification regarding product changes and lifecycles. In a recent calendar quarter documented by one of our comprehensive Sourcewell sales reports submitted under the current contract, products and services sourced from 663 manufacturers were purchased by the Membership via the contract. These represent the entire range of the technology market from wires, cables and connected classroom furniture to advanced networking/data center solutions. Effective purchasing and inventory management are key elements of our business strategy that result in safe and secure IT hardware and software for our customers. Our management information systems, purchasing systems, radio frequency-based cycle counting system, and use of vendor stock balancing allow us to minimize our investment in inventory and to reduce inventory discrepancies and the risk of obsolescence. We conduct quarterly business reviews with our top suppliers and distribution partners to communicate any outstanding issues. We have developed supplier scorecards for our suppliers to drive service expectations and accountability, which directly relates to the customer buying experience. These scorecards have greatly improved service levels and are driving process improvement initiatives throughout the supply chain with many partners. CDW•G has a replenishment program with specific criteria for each manufacturer that takes lead-time into consideration when placing orders as well as monitors return rates to look for quality issues. CDW•G purchases products in volume when practical and stores the oversupply in our overstock locations. In this way, we can pass along volume discount savings to our customers, and the products are available for immediate shipment. We also offer staging options in which we can warehouse specific items, release them on a rollout schedule, and guarantee stocking position. b) Although CDW•G is best described as a reseller, we are also recognized as a service provider. CDW•G's sales force, including both inside and field-based personnel in customer-facing sales roles, are employed directly by our company. We do not use dealers, partners, or subcontractors in this role. Our business model offers Sourcewell members the advantage of leading manufacturers paired with strategic, integrated, comprehensive services. We know that accelerating changes in technology mean that customers require more than just a product to satisfy many of their IT needs. Most customers expect a security component built in to their purchase, which often means implementation, monitoring, and more. CDW•G has transformed from primarily a technology products reseller to include services as part of our integrated technology solutions catalog to keep pace with our customers' needs. We have built a services practice that supports more than 35,000 customers in 140 countries. Please visit our website for a video on how CDW•G services deliver innovation.

		www.cdw.com/services One example of how Sourcewell members benefit from our innovative services is in K-12. CDW•G provides broad and diverse services such as large volume Chromebook rollouts with White Glove Services, networking implementation under the e-Rate program, onsite deployment of whiteboards/video solutions, physical security upgrades, and Blueprint to Design™, a value-added design service that includes classrooms, media centers, cafetoriums, and STEM/STEAM labs. We can deliver all of the services requested in this RFP by means of our internal coworkers, which includes engineers with precise technical expertise, as well as through a network of trusted service providers with whom we have long-term, ongoing relationships. Many of the services we offer are scoped on a custom basis to meet the customer's specific needs. The ability to use our own coworkers as well as our network of service providers gives us flexibility and deep resources to meet changing workload demands. To make sure we are meeting our customers' needs, we have built a deep services practice that goes above and beyond OEM requirements. For example, Cisco's minimum requirement to be a Gold-Certified Partner is to have 4 Cisco Certified Internetwork Experts (CCIEs) on staff. While other vendors may be able to meet Cisco's minimum threshold to gain the designation, CDW•G takes it further to ensure we are meeting our customers' requirements by staffing our services team with 63 CCIEs.	
15	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	We recognize that Sourcewell members are made up of government, education, tribal nations, and non-profit members. In our years of experience working with Members we've found they themselves don't require many licenses or certifications from IT vendor partners. Separate from this, there are unique state business licenses and tax certificates found at the state, county, and local level. CDW•G holds the applicable licenses and certifications to do business in every state on this contract. When it happens a local agency we haven't worked with before requires a license or certification we may not hold, our account managers work with our Finance or Program Sales team (depending on the requirement) to apply for the license. If the requirement is one we do not qualify for, like a small business certification, we work with our vendor partners to meet the customer's need. We also follow all applicable laws, such as prevailing wage legislation. For the licenses and certifications that are held by CDW•G, these reflect a commitment to stability and security through rigorous quality control standards. Our business succeeds in part due to an understanding with our partners that we can safely procure and implement their IT investments, and protect their critical information. Select quality control and technical certifications held by CDW•G are as follows: International Organization for Standardization (ISO). ISO certified since 2001, CDW•G has a mature, well-defined Quality Management Systems (QMS) that includes continued compliance to the following ISO Standards: - ISO 9001 – Quality Management System: Sales, configuration and support of computer and related technology within both of CDW•G's Configuration Centers. - ISO 28000 – Supply Chain Security Management System: The planning, delivery and oversight of secure supply chain management and supporting activities in the US. - ISO 27001 – Information Security Management System: Provision of product sales to CDW•G customers, including all backbone functions and support of computer and related technology. - ISO/IEC 20243 – Information Technology: Complies with the requirements in the Open Trusted Technology Provider Standard (O-TTPS). - ISO 14001 – Environmental Management System: The environmental activities related to product/service management, inventory control, shipping, returns management, and receiving for computers and related technologies, excluding the office, cafeterias and the lessee area. HIPAA - Health Insurance Portability and Accountability Act: CDW•G complies with all applicable HIPAA regulations, including those related to auditing. SSAE16 Service Organization Controls (SOC) 1 Type 2 – CDW•G Managed Services has had clean, annual PCI and SAS70 Type II (and now Statement on Standards for Attestation Engagements No. 16 (SSAE16)) audits since 2004. PCI Level 1 Compliance – CDW•G Managed Services is audited annually for Level 1 Payment Card Industry (PCI) compliance which attests to the fact that our Managed Services operations and services meet requirements to comply with the standards of the PCI Security Standards Council. Additionally, CDW•G's certifications and knowledge-depth extend to the individual level. Our coworkers hold many technical certifications to support the diverse technology solutions in our catalog. Please find these in Question 69.	*
16	Provide all "Suspension or Disbarment" information that has applied to your organization during the past ten years.	As of the date of this submittal, and for the prior ten years, CDW•G certifies that to the best of its knowledge and belief, CDW•G has not been listed by any federal or state authority as debarred or suspended, where such debarment or suspension would have a material and adverse ability on our ability to perform hereunder.	*

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17	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Accessories Power, Cooling & Racks Desktop Computers Data Storage/Drives Enterprise Storage Point of Sale/Data Capture Servers & Server Management Notebook/Mobile Devices NetComm Products Carts and Furniture Printing & Document Scanning Services (Partner Delivered) Software Collaboration Hardware Video & Audio Cables Warranties-Product Protection Video Hardware Interactive Whiteboards Interactive Flat Panel Display Chromebooks Google Chrome Management SaaS	*

Industry Recognition & Marketplace Success

Line Item	Question	Response *	

18	Describe any relevant industry awards or recognition that your company has received in the past five years	Sourcewell is committed to building valued relationship and delivering innovative solutions with integrity, exceeding the expectations of its members. Offering its members the opportunity to purchase the best IT at a competitive discount is an important part of Sourcewell's commitment, but so is the character and quality of the vendor that Sourcewell provides as a business partner. Over our decades of doing business, our company has been recognized as creating the sort of environment that empowers its coworkers to be successful. We make it great for our customers by making it great for our coworkers. Here we highlight five recent workplace awards and recognitions that speak to our company and culture. One of the Best Places to Work in IT 2019 Computerworld This year, which marks the 19th time our company has won the Computerworld for Women in 2019 Fairygodboss Fairygodboss named us one of the Best Companies for Women in 2019 for our commitment to gender diversity and both recruiting and retaining female talent. Fairygodboss is the largest career community for women. Best for Vets Employer 2019 Military Times Military Times named our company one of its Best for Vets Employers in 2019, placing us among the top employers for veterans based on culture, recruiting, policies, and resources related to veterans, service members, and military families. Perfect Score in Corporate Equality Index 2019 Human Rights Campaign We were recognized with a perfect score of 100 percent on the Human Rights Campaign's 2019 Corporate Equality Index (CEI) and the distinction as a Best Place to Work for LGBTQ Equality. Top 100 Solution Providers Computer Dealer News (CDN) Every year CDN compiles a list of the Top 100 IT Solution Providers in Canada based on company revenue. CDW Canada ranked No. 2 in 2019 (based on 2018 revenue). Above are select awards from 2019. Over the past few years we have received many awards and recognition, and those include the following list: - 100 Best Places to Work in Chicago - Best Places to Work in Connecticut - Top Companies to Work for in Arizona - Tampa Bay Business Journal Best Places to Work - Dallas Business Journal Best Places to Work - Forbes' America's Best Employers - Military Friendly Employer Award - Business Equality Network LGBTQ Business Equality Excellence Award - Workforce 100 and Human Capital Media Research recognized CDW as one of the 2018 Workforce 100 - Canada's Channel Daily News named CDW Canada the No. 2 Solution Provider of the Year, and Scalar, a CDW Company, the Top Storage Provider of the Year. Workplace honors are only part of what makes our company special. We also commit to excellence in the eyes of our OEM partners in order to further our partnerships in delivering best-value solutions to our customers. A sample of our partner recognition over recent years is as follows: - Aruba Top Channel Partner Award - Citrix U.S. Public Sector Partner of the Year - Cisco Collaboration Partner of the Year - Dell President's Circle Award - HP Partner of the Year - HPE North America Network Service Provider (NSP) Partner of the Year Award - HPI largest partner in Direct Reseller Channel - IBM North America Top Strategic Business Partner Leadership Award - Intel North America Public Sector Partner of the Year - Lenovo's largest Global Direct Response Channel Partner - Microsoft Partner of the Year - Nutanix Global Partner of the Year - Sophos National Partner of the Year - VMware Partner Innovation Award
19	What percentage of your sales are to the governmental sector in the past three years	2018: 34% 2017: 28% 2016: 34%
20	What percentage of your sales are to the education sector in the past three years	2018: 38% 2017: 36% 2016: 36%
21	List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	CDW•G holds numerous state or cooperative purchasing contracts, including AEPA, TIPS, PEPPM, E&I. Unlike Sourcewell, however, most of our cooperatives that we work with are not public agencies, a decided disadvantage to transparency. While we cannot provide the sales volumes, Sourcewell can find a full list of our publicly available agreements at www.cdwg.com/contracts.

22	List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	CDW•G holds the GSA Schedule Contract: 47QTCA18D004K, open to all federal and civilian agencies, state and local agencies, and public schools. Annual sales volume for the past three full years: 2018: $142,600,688 2017: $133,866,901 2016: $142,939,903

References/Testimonials

Line Item 23.

Entity Name *	Contact Name *	Phone Number *
Elk Grove Unified School District	Todd Barber	916.686.7710 ext.68051
City of Chattanooga	Matthew McDarmont	423.643.6339
University of Colorado	Duane Tucker	303.764.3453
Queen's University, Kingston, Ontario	Andy Green	613.533.6000 ext. 32175
City of Swift Current, Saskatchewan	Dwayne Levoie	306.778.2708

Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
Georgia Institute of Technology	Education	Georgia - GA	1. Software 2. Netcom Products 3. Notebooks/Mobile Devices	19,107 orders ranging in size from large to small invoiced at various dates throughout contract year	$23,575,763
Florida International University	Education	Florida - FL	1. NetComm Products 2. Desktop Computers 3. Software	5,701 orders ranging in size from large to small invoiced at various dates throughout contract year	$18,026,658
University of Washington	Education	Washington - WA	1. Software 2. Services (partner delivered) 3. NetComm Product	2,936 orders ranging in size from large to small invoiced at various dates throughout contract year	$17,731,256
Clarksville- Montgo County Schools	Education	Tennessee - TN	1. Notebook/Mobile Devices 2. NetComm Products 3. Video and Audio	331 orders ranging in size from large to small invoiced at various dates throughout contract year	$17,569,029
Valverde Unified School District	Education	California - CA	1. Notebooks/Mobile Devices 2. Desktop Computers 3. Software	1,992 orders ranging in size from large to small invoiced at various dates throughout contract year	$13,029,947

Ability to Sell and Deliver Service Nationwide

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

Line Item	Question	Response *

25	Sales force.	As Sourcewell's member base continues to grow in the U.S. and Canada, its ideal partner on this contract will be able to keep up as a valued provider to your diverse membership. But beyond blanketing Members with sheer numbers, Sourcewell's ideal partner should also be aligned with the nuances of your members' industry sectors and procurement environments; able to offer specialized support to help Members meet their goals; and to fulfill this contract's full potential. As part of the CDW Experience, we organize our sales force differently from other companies in order to best serve our customers. First, we form account teams knowledgeable about the unique public sector customers they support. These account teams serve customers exclusively within their sector, which closely match up with Sourcewell's member base: K-12 Education, Higher Education, State and Local Government, Federal Government, and Healthcare. The advantage to CDW•G's model is that our account managers become experts within their sector, able to respond to the very specific needs of each. For example, our account managers in education are knowledgeable in FERPA and other privacy laws, our account managers in State and Local Government track applicable laws to the states they serve, Healthcare teams understand HIPAA. Within each sector, CDW•G's sales force is then divided into eleven geographic regions across the United States. To support this model, we have office locations all across the country. This combines our vast resources as a Fortune 500 company with a personalized presence right in the neighborhood. As a result, the CDW•G sales force is aware of and prepared to support the local landscape in a way that is unmatched by personnel at both small local companies and national companies. Our full listing of 25 U.S. sales offices is as follows, including a new location in the Nashville area, a 5,000-square-foot-office enabling us to better support Sourcewell members in Tennessee and the South: Chandler, AZ; Glendale, CA; Shelton, CT; Tampa, FL; Chicago, IL; Lincolnshire, IL; Vernon Hills, IL; Evansville, IN; Indianapolis, IN; Detroit, MI; Grand Rapids, MI; Minneapolis, MN; Las Vegas, NV; Cherry Hill, NJ; Eatontown, NJ; Cincinnati, OH; Cleveland, OH; Nashville, TN; Dallas, TX; Reston, VA; Bellevue, WA; Appleton, WI; Madison, WI; Milwaukee, WI; Wausau, WI. Sourcewell members receive expertise, experience, and strength in numbers with CDW•G. They will have access to the following specialized sales account managers in each sector: - Higher Education: ~200 - K-12 Education: ~350 - Healthcare: ~250 - Federal Government: ~200 - State and Local Government: ~225 Each Sourcewell member will receive an account team that maintains overall responsibility for making certain we deliver the unique CDW Experience. One part of the team is made up of the account manager, who listens to develop in-depth knowledge of Member values, technical environment, and financial objectives, to then offer ways in which CDW•G can cut costs, increase productivity, and simplify procurement. Supporting the account manager, Members also have a field account executive, who will arrange to visit Member sites for business reviews, solution and services consultation, white board sessions and other meetings, on a regular basis or as needed. And, of course, Sourcewell receives your own dedicated account manager, who ensures Sourcewell pricing is applied to Members' quotation or order, and affirms that the sale and subsequent fulfillment and invoicing is conducted in accordance with the requirements of the Sourcewell contract. In addition to our U.S. presence, we will support Sourcewell's members in Canada through our mature presence there. Since establishing Canadian headquarters in 2003, CDW Canada has grown significantly, adding coworkers across the country to better serve customers in their regions. Public Sector sales teams are organized by vertical: education, government, healthcare. With a recent strategic acquisition of Scalar Decisions, CDW Canada has coworkers located in most of the major cities across Canada including Ottawa, Calgary, Edmonton, Montreal, and Vancouver. CDW Canada's head office is in Toronto, ON, employing more than 400 coworkers and supporting customers and partners across the country. The number of specialized sales support Sourcewell members in Canada will have access to in each sector: - Education: ~20 - Government: ~20 - Healthcare: ~15 All of CDW•G and CDW Canada's salesforce are direct employees. Where our sales and services overlap, Sourcewell members will benefit from yet another unique advantage of CDW•G's business model. We provide access to incomparable value-added resources and technical expertise while simplifying the process through a single, dedicated point of contact. Sourcewell members' CDW•G account managers function as the quarterback here to engage our value-added resources, which include sector-specific support specialists, such as our Public Safety team (law enforcement, fire rescue, emergency medical services, and emergency management organizations) and Education Strategists and Learning Environment Advisors. Also, highly trained presales specialists who are experts in particular areas of technology, and for specific partner solutions, including more than 100 systems engineers who assist with evaluating products based on unique operational requirements and budgetary constraints. *
26	Dealer network or other distribution methods.	CDW•G doesn't use dealers. We resell directly. *

27	Service force.	As Sourcewell's member base continues to grow in the U.S. and Canada, its ideal partner on this contract will offer thorough, localized service coverage to meet the high standards of responsiveness that members have to come to expect on the current contract. Supporting CDW•G's sales force in providing value to Sourcewell members is an extensive service force, made up of in-house service professionals and a Trusted Partner Network that span coast to coast. Technology procurement goals have evolved since Sourcewell and CDW•G both came into existence decades ago, moving from box pushing to complex solutions made up of different specializations. To make sure we are close-by, responsive, and able to understand our customers' evolving needs, CDW•G has built a local services presence across 32 cities in the U.S.. Our full listing of U.S. services locations is as follows: Phoenix, AZ; Los Angeles, CA; San Diego, CA; San Francisco, CA; Denver, CO; Miami, FL; Tampa, FL; Atlanta, GA; Chicago, IL; Evansville, IN; Indianapolis, IN; Boston, MA; Detroit, MI; Grand Rapids, MI; Minneapolis, MN; St. Louis, MO; Raleigh, NC; Las Vegas, NV; New York City, NY; Cincinnati, OH; Cleveland, OH; Philadelphia, PA; Pittsburgh, PA; Nashville, TN; Dallas, TX; Houston, TX; Seattle, WA; Washington D.C.; Appleton, WI; Madison, WI; Milwaukee, WI; Wausau; WI Here's a further services coverage breakdown, by services area and resource type. - Professional Services Engineers and Project Managers (CDW•G coworkers) across 25 cities in the U.S. - Partner Services network resources across 32 cities in the U.S. - Professional Services-National Team Engineers and Project Managers (CDW•G coworkers) across the U.S. - Configuration Center Technicians (CDW•G coworkers) in Chicago and Las Vegas. - Managed Services-Network Operations Center Engineers and Project Managers in Madison, WI, Minneapolis, MN and Chicago, IL. - Aggregation Services third-party hosting centers across the U.S. CDW•G delivers service by means of our Partner Network with whom we have collaborative, ongoing relationships. Our Engineers We have over 1,000 services professionals. Instead of breaking our services professionals into sector, with the exception of the federal sector, which has its own unique clearance * requirements, our services professionals are deployed into all segments. We are always thinking about what provides the best value for our customers and the optimal solution outcome, and in services we believe expertise exists within a particular technology, not sector. For instance, when implementing a Unified Communications solution or monitoring an IBM mainframe, it matters more that the engineer knows those technologies, not whether it's for a school or a county office. And our engineers know those technologies, and a whole lot more. Our commitment to this ideal has led to nearly 6,700 coworker technical certifications. For a more detailed listing of technical certifications, please see Question 69. Trusted Partner Network CDW•G has strong alliances with approximately 1,200 services providers, which includes minority, women-owned, and other small, disadvantaged businesses, who provide consultants and engineers to complement CDW services projects. When we feel that a partner can provide the best-value on a given project, we select one based upon their ability to meet the needs of the customer, using such criteria as price, responsiveness, quality, geographic reach, available skill-set, length of project and overall customer satisfaction. We choose our service providers carefully, enabling us to focus on developing strong relationships with only the most competent providers. A majority of our partners are organizations Sourcewell members will recognize: Cisco, Microsoft, IBM, Google, Fujitsu, Oracle, Adobe, MP Integrated Solutions, Atomic Data, Twin City Hardware, and many more. By partnering with these companies, CDW•G brings our customers best-value solutions. In addition to our U.S. presence, we will support Sourcewell members across Canada. We have services coworkers in the following major cities: Calgary, AB; Edmonton, AB; Vancouver, BC; Winnipeg, MB; Toronto, ON; Ottawa, ON; and Montreal, QC. These are supported by partner network resources nationwide. A further services coverage breakdown, by services area and resource type. - Configuration Center Technicians leveraging our distribution partnerships in the following major Canadian metropolitan cities: Greater Vancouver, Calgary, Greater Toronto and Guelph, Montreal and Halifax. - Aggregation Services and partner hosting center in Toronto

28	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	CDW•G's goal is to minimize lapses in performance fulfillment, and there are many controls in place to ensure customer satisfaction is continually met. For example, we are proud of our historical percentage of Dead-On-Arrival units being less than .6%, against an exceptionally high output—the number of units shipped daily in recent years is at nearly 150,000. Still, we continually strive to improve the customer experience as part of the CDW Experience. If due to unforeseen circumstances there is a lapse, we have a support plan in place to listen, evaluate, correct, and understand. To simplify the customer service process, we recommend Sourcewell members bring any issues or inquiries to the attention of their account manager. Members' CDW•G account managers should be the center of their customer service and support experience. Barring unforeseen circumstances, account managers respond between 30 minutes and four business hours. They will work to resolve the incident, taking the necessary steps to ensure a best outcome. Or if the account manager is unavailable that day, a backup is assigned. Members' full account support team is available through their online account. It shows the live status of their representatives' availability. Please see Question 52 for more information related to online account capabilities. CDW•G account managers' first step is always to listen. Then they evaluate and determine the best next steps. If the account manager cannot correct the issue, they will escalate it to their sales manager. If the sales manager cannot correct the issue, they will escalate it to the director. Escalation continues until we provide a suitable solution to the performance issue. A word of note: beware of proposed incident escalation paths that go no further than issue resolution. Because Sourcewell members will likely get very familiar with these escalation paths. Vendors that correct the problem but acknowledge it no further than incident escalation/resolution will be able to offer only temporary fixes. They won't understand the causes of where they failed to meet member expectations. A follow-up step in our incident escalation process involves taking the incident resolution process one step further. Our sales teams work hand-in-hand with our Program Management team to ensure that for issues requiring significant escalation, we determine proactive measures to prevent the problem from recurring. We want to understand why it happened to make sure it doesn't happen again. This is one of the reasons we are consistently lauded for outstanding customer service. As a back-up support option, Sourcewell members can always choose to contact a customer relations representative. CDW•G has representatives available to resolve post-sales inquiries from 7:00 a.m. until 9:00 p.m. CT, Monday through Friday, or via email at customerrelationsreturns@cdw.com, with a reply back within 24 hours. As part of our focus on listening in providing customers the CDW Experience, we regularly measure customer satisfaction to find out how we can even better meet our customer needs. Because we know that what worked for our customers in 2010 may not be the best method in 2020. That's why since 2000 our Customer Feedback Program has run via our Market Research Team. The program measures customer satisfaction, thoughts about CDW•G, and problem areas. The primary methodology is a semi-annual survey which gathers information on customer-facing departments including shipping, customer relations, and the customer's sales team. Customers assess key touch points and high-level company characteristics. Customers are selected on a random basis to participate in the surveys. If a customer provides a response that is ranked poor or fair, then a specialist from our Quality Assurance team contacts the customer to determine the reason for their unsatisfactory response and offers additional action to rectify the problem. Notices including customer contact information and feedback are sent to CDW•G sales managers so they can follow up. However, the majority of end users supply favorable survey comments. As a testament to our dedication to customer service, CDW is a past winner of the Forrester Groundswell Award for B2B Listening. Below are the results from CDW's semi-annual Customer Relationship Survey in June 2019. Overall Performance Account Manager – 91% Customer Service Staff – 90% Delivery Process – 91% But of all the statistics we track, measure, and apply to our company, we feel the statistic that best measures our customer service is our industry longevity and that customers keep returning to us for their IT needs. For example, of the almost 14,000 Sourcewell members from all market segments who purchased via Sourcewell in 2017, nearly 70% purchased from CDW•G again in 2018. *
29	Identify any geographic areas of the United States that you will NOT be fully serving through the proposed contract.	None. Sourcewell members in all geographic areas will be fully served by CDW•G on this contract. *
30	Identify any Sourcewell Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	None. All Sourcewell member sectors will be fully served by CDW•G on this contract. *
31	Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.	None. We are shipping to Members in Hawaii, Alaska, and in the US Territories. In 2018, we processed 1,139 orders for Members in these states and territories. *

Marketing Plan

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Industry awareness is critical in establishing a successful cooperative contract and growing its use. In a competitive cooperative landscape, with the very same vendors aspiring to be named to Sourcewell that are already holders of multiple other cooperatives, Sourcewell's ideal partner needs to fully understand the uniqueness of Sourcewell and how to showcase it, using thoughtful resources and creativity. CDW•G and our marketing team are very familiar with the Sourcewell brand. We participated in Sourcewell's successful rebranding effort from NJPA, connecting Sourcewell to CDW•G marketing leaders and executives to review and solicit feedback. Our marketing team is also recognized industry-wide for its campaigns. We were recently named a finalist for Content Marketing Project of the Year by the Content Marketing Institute, the largest and longest-running international content marketing awards program in the world. Added to these distinctions, Sourcewell's CDW•G Program Management team, who know Sourcewell inside and out through the current contract on a day-to-day basis, collaborate with CDW•G's marketing department to create awareness campaigns to disseminate key contract information to potential end users. Taking into account our experience and familiarity from more than 15 years of successfully working together, CDW•G has a forward-looking, 10-step strategy that maximizes our wide-reach to create awareness of Sourcewell in the U.S. and Canada, driving further adoption and spurring increased growth on the next contract. 1. Member Transition. To begin, upon award CDW•G will transition Members using the current contract to the new contract. After contract launch, we can add any Member who requests being added to this contract by linking them to the contract within 5 business days of request. CDW•G's marketing plan begins with continuing to market this agreement to all eligible Sourcewell members. 2. Agreement Transition Plan. Possibly the most important step is a well-oiled transition plan from CDW•G's current agreement to the newly awarded agreement. We've already created a sample contract landing page that is ready to go live on Day 1. Please access it at www.cdwg.com/Sourcewell. We'll keep this site up to date with all the latest contract information. Products and pricing are available right now. We will also collaborate with Sourcewell marketing to create an email awareness campaign to explain how CDW•G and Sourcewell will make the transition seamless for the Sourcewell membership. For all piggyback agreements that are currently set up between CDW•G and Sourcewell, David White, Sourcewell's program manager, will work with the local sales team to build a transition plan for each agreement to ensure continuous use of the Sourcewell and CDW•G agreements. 3. Customer Facing Collateral. In an effort to drive awareness of the Sourcewell agreement through CDW•G, collateral will be distributed electronically, on the Sourcewell landing page, and printed for Sourcewell customers. Collateral will communicate the benefits of purchasing through the agreement from CDW•G as well as showcase products, services, and solutions offered to customers. As a part of this proposal, CDW•G has created customer-facing collateral that is ready for immediate distribution upon award. Our strategy is twofold. First, to ensure business continuity for our current Sourcewell customers, making sure they are promptly aware of the new contract so that we transition smoothly into the next agreement. Second, we want to increase awareness and adoption for current nonmembers in order to promote net new growth for Sourcewell. These sample documents can be viewed as part of our document uploads in this section, as well as at www.cdwg.com/Sourcewell. 4. Sales Enablement/Training. A Sourcewell member's first point of contact with CDW•G is typically their dedicated account manager. Correspondingly, it is critical that our account managers understand the scope and benefits of the Sourcewell agreement. In conjunction with the technical trainings offered to our CDW•G account teams, our Program Management team will also train our sales teams regarding the Sourcewell agreement with CDW•G. Training won't be a one-time thing— David White and the CDW•G Program Management team continuously train and provide information to educate the sales force on updates or changes to our program with Sourcewell. Having multiple touch points throughout the year helps provide additional ways for the team to gain information that directly relates to launching the program, maintaining compliance, and promoting growth of the Sourcewell agreement. The range of the CDW•G training program allows our account teams to support Sourcewell members through the entire sales cycle from project inception, purchase, solution deployment, and post-sale support. Moreover, our account teams then propagate the value of the Sourcewell agreement to non-members helping to drive increased adoption and contract growth. 5. Monthly Email. CDW•G produces and distributes a Sourcewell specific email monthly to approximately 11,000 CDW•G Sourcewell customers. Emails have been designed to highlight monthly rotating solutions topics for the Sourcewell members such as Hyper-Converged Infrastructure (HCI), Mobility and Networking, along with direct links to the CDW•G/Sourcewell landing page. Please see a sample email we recently sent out included in our marketing materials document uploads. 6. Corporate Communications. Upon award, CDW•G will generate a spotlight media piece at the CDW Newsroom site detailing the exclusivity of the CDW•G Sourcewell Agreement. These can be shared with select media publications. We also encourage both corporate and individual coworker social media channels to share releases at CDW Newsroom. Finally, it will be a part of a daily, internal newsletter that reaches CDW•G coworkers. 7. Sourcewell Branding Logo. A CDW•G and Sourcewell branding logo will be created to include on the email auto signatures of sellers with applicable customers. The logo will direct customers to the Sourcewell landing page. 8. Ability to Collaborate on Co-Marketing Efforts. CDW•G is able and willing to participate in cobranding marketing opportunities for all future proposals from Sourcewell. We are actively working to expand the Sourcewell footprint into strategic industries, opening up new channels of membership to Sourcewell. A sample document upload in this section includes the successful LE Supply Pro/National Sherriff's Association and CDW•G promotional effort. 9. Social Media. CDW's marketing team has many advanced tactics to reach Sourcewell customers in the US and Canada. Please see Question 33 for information on how our social media presence can generate and increase awareness. 10. Executive Sponsorship. Part of CDW•G's commitment to our customer base is constantly

		seeking out opportunities to strengthen our national partner relationships. We view executive alignment as a key part of a successful contract strategy. Our Program Management team conducts quarterly business reviews with CDW•G executive leadership and a significant portion of this agenda is devoted to Sourcewell, including usage statistics and growth trends. The Sourcewell contract continues to be of great interest at CDW•G's executive level because of our successful growth strategies.	
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	To advance Sourcewell's message in the crowded public cooperative landscape, Sourcewell's ideal partner will need to go beyond the slicks, glossy one-pagers, and email blasts of a traditional marketing campaign to reach future Members who don't today, and won't ever respond to information presented that way. In 2019, many go to social media for their news and information. It's been reported the U.S. and Canada have a combined 50 million Twitter users. So ask yourself what sort of technology solutions company is not making use of one of the largest technology platforms to reach customers and future customers in these countries? We've been on Twitter since 2012 and as of this submission have more than 46,000 followers. Using technology to promote and sell technology —seems smart. At least it does to our company. In fact, CDW•G leverages an employee advocacy tool that spans social media. It's called Social Squad, and it allows employees across the company to access curated social media content to share to their personal social media networks, including LinkedIn, Twitter, and Facebook. The platform has 2,248 registered members and gains more every day. In July, our employees shared 9,400 times and generated 26,700 clicks and 14,514,910 impressions. The platform also has an app available for iOS and Android. Social Squad members share content on a number of topics, including CDW news, products and deals, emerging technologies, product launches, featured partners, and more. In order for this contract to be used to the fullest extent, it needs to be embraced by both the IT teams and the procurement departments of eligible users. Other than first-hand experience, we think the best way to making a last impression on our customers' IT teams is storytelling. For this reason, we suggest a series of customer success stories, either written or potentially delivered as webinars. We envision a CIO or CTO to highlight how they worked with CDW•G and used the Sourcewell contract to solve a problem. The target audience for these webinars will be other CIOs and the engineers who work for them. We would ask Sourcewell to help develop this concept and eventually co-promote the message with the membership.	*
34	In your view, what is Sourcewell's role in p Sourcewell- awarded contract into your sale	Having grown from a small, local purchasing cooperative to its status today as a national leader in public contracts, Sourcewell understands effective messaging. Sourcewell's ideal partner on this contract will make sure Sourcewell is an active partner in spreading the word of this new contract's benefits and features. We expect that following the RFP process and a continued partnership with CDW•G, Sourcewell will announce the new contract award to its 50,000 members. We expect Sourcewell and CDW•G will collaborate on contract launch and marketing material for the Sourcewell membership. And additionally collaborate and build an announcement program to the Sourcewell team. We expect Sourcewell and CDW•G will build strategic partnerships under the agreement with an effort focusing on target customers who require a contract for purchasing. We expect Sourcewell will continue to attend influencing trade shows for the procurement community and include CDW•G in Sourcewell's awareness campaign at those shows. We expect Sourcewell will be a trusted advisor and partner in designing a contract training program for CDW•G internal and field sellers with a contract training program. Which transitions into contract integration. For our part, tenured CDW•G account managers are actively marketing the current Sourcewell contract to customers and are very familiar with its benefits, including special product categories, a unique administrative fee structure, and flexibility, such as CDW•G's augmentation of the prior contract to include Dell EMC products and AWS. Transitioning to the new contract with CDW•G will be seamless and avoid the predictable sales dip of other scenarios. Sourcewell does not have to worry about member confusion or orders held up during training and setup time. Business will continue to flourish, and training time will be used as a refresher, providing contract updates and focusing on strategies to increase adoption. Each year, as CDW•G continues to grow, we do hire a significant number of new account managers. To inform and enhance our sales force's understanding of the Sourcewell contract and its nuances, within the first 30 days post award we will conduct a 'refresh' training with all account managers and Sourcewell staff should be present to impart your passion for cooperative purchasing as well as answer questions.	*

35	Are your products or services available thro e- procurement system and how governme	Sourcewell members already procuring technology through e-procurement, and for those who might like to, benefit from a mature e-procurement practice, with a deep understanding of integrations and resources dedicated to driving customer adoption. In our experience, customers can save anywhere from $30-65 per transaction by using a reliable, secure e-Procurement system that automates their process from procurement to payment. As a company, CDW has completed more than 9,000 e-Procurement integrations. Our in-house staff of over 200 IT personnel are dedicated solely to our web, internal, and e-commerce IT systems. Sourcewell members who would like to explore an integration, benefit from our best practices and lessons learned from nearly 20 years of integration experience. We've pretty much seen it all. We'll advise on what works and what doesn't. For example, we find that the best user experience is a mix of both eProcurement and EDI (Electronic Data Interchange) for invoicing and asset management. Or that government and education customers often realize significant benefits due to decentralized procurement structures. One of our largest education customers has 6,000 authorized buyers across 350 unique departments. CDW•G's e-procurement solution has helped them simplify procurement by using one system and leveraging the Sourcewell agreement. However, experience has also taught us that each customer requirement is different. Therefore we offer a wide range of systems to support member needs, including cXML, OCI, as well as EDI. Through CDW•G integrations, members are able to leverage their preferred e-procurement system or to visit our website that is custom designed for compliance and strict adherence to the Sourcewell contract. We've created a sample landing page that can be accessed here: www.cdwg.com/Sourcewell Our mature e-procurement practice also means members won't have long to wait to begin using their system. By integrating quicker than our competitors, CDW•G simplifies procurement for Sourcewell members, allowing them to buy IT the way they need based on their specific requirements. We can set up member credentials within 24 hours, with most integrations taking fewer than 45 days depending on the needs of the customer. If invoicing is needed, that can mean additional time depending on complexity and testing with the customer. Beyond saving Sourcewell members time, CDW•G saves Sourcewell members money both through the aforementioned transaction savings and by charging no fees to set up their e-procurement punchout, EDI setup, creation of the portal, or a Purchase Authorization System setup. The only fees come from Members' own e-procurement software solution, as applicable. Outside of providing integrations at no charge, CDW•G also has resources in e-commerce and business development to train end users on how to leverage CDW•G's punch-out catalog or customized e-commerce portal for ordering. Training may be offered on-site, virtually via WebEx, or through recorded sessions that can be accessed on demand. Training generally consists of a walk- through of the customer's customized portal, an overview of the most commonly leveraged tools, and Q&A. The training is optional and offered at no additional charge to the customer. We understand some Sourcewell members won't choose to procure this way, or maybe it's not currently available to them. That's okay, too. CDW•G offers our own Purchase Authorization System. PAS is a way to help customers control rogue orders and promote centralized billing with approval processes through our website. It is yet another way CDW•G maintains rigorous quality control standards on our procurement process. As part of our integrated solution capabilities, we work with both p-cards as well as invoicing and leasing through our site, to fit the different needs of Sourcewell members.	*

Value-Added Attributes

Line Item	Question	Response *	

36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell Members. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Training and knowledge share empower customers in an increasingly complex and diverse technology environment. On prem, off prem, hybrid, as-a-service, mobility, virtual reality…there is much to grasp and understand. We're in awe of the autodidacts in Sourcewell's member base, but we also suspect many Members don't have the time to learn the nuances of every product they purchase, or would like to purchase, in CDW•G's catalog. For a contract of this size—most vendors competing for this Sourcewell contract offer technology catalogs featuring upward of 100,000 products—Sourcewell's ideal partner must have the resources in place to help Members fully understand their options in order to maximize investments. CDW•G supports Sourcewell members in a number of different ways. Members should work with their CDW•G account manager to take advantage of all our programs. Sourcewell members have access to CDW•G's deep value-added technology enablement resources. We have a team of more than 100 systems engineers in manufacturer-funded positions who provide pre- purchase support for their particular manufacturer's solutions. We also offer general technology learning services. For instance, CDW•G's Cloud Planning Services, hosted by our cloud team, combines workshops, diagnostic services, and consulting engagements to help Sourcewell members determine which applications and workloads are ideal for the cloud. We offer similar services related to nearly everything we sell in our Tech Solutions Library. From choosing a keyboard to modernizing a classroom, our experts provide thoughtful recommendations. Please visit our Tech Solutions Library for more than 400 entries: https://www.cdw.com/content/cdw/en/articles/tech-solutions-library.html For Sourcewell's many K-12 members, CDW•G offers specialized support. Our team of educational strategists assist in aligning teaching and learning with individualized technology roadmaps. Past topics have included effectively using technology in the classroom, designing digital curriculum, and furthering digital literacy and citizenship for staff and students. Please see our response to Question 41 for full details on this value-added resource. Another way CDW•G supports Sourcewell members is to enhance user experience through our close OEM relationships. For example, in partnership with the Cisco we recently hosted a Cisco Threat Hunting Workshop for customers in Nebraska. The workshop uncovered best practices for threat hunting, demonstrated how to incorporate threat hunting into daily workflow, and enabled participants to execute four real-world lab scenarios. And we offer device-specific support. CDW•G's Microsoft Surface Hub Deployment and Adoption Services helps customers get the most out of their investment by delivering enablement activities that cover the Surface Hub journey from unboxing and setup, all the way through targeted adoption and teamwork training for end users. These training features are often included as part of a deployment package, but do vary on a case-by-case basis. We also leverage our OEM partnerships, including Lenovo and HPI, for self-maintainer programs. Many notebook and desktop manufacturers offer options for customers' IT teams to become self-maintainers. This typically includes a short test and a fee to gain the certification. These programs allow IT staff to perform equipment repairs in-house, saving time and money. Finally, we serve Members' technology training and development needs using CDW•G partners such as Directions Training. Together we have been offering excellent information technology and professional development training for nearly ten years. Our comprehensive training has been provided to many large commercial and government organizations, to include the City of Chicago, Ingredion Corporation, AutoNation, Kimberly-Clark, and multiple branches within the US Department of Defense. Trainings include custom fit solutions for all major technology categories, in addition to technical training programs for Microsoft, Cisco, Citrix, CompTIA, VMWare and many others. Our professional development sessions help private and government employees enhance their skills in communication, public speaking and presentations, project management, and more. This training also includes flexible options, state-of-the-art delivery, dynamic leadership, and an infallible dedication to students. Students can attend live, instructor-led training at multiple learning centers located across the country, virtually from the comfort of their home or office, or we are able to provide certified staff to conduct onsite training at a local facility. Additionally, Members have the ability to work with their dedicated CDW•G account manager to create a custom course at the time of your choosing or select from an array of times and dates for virtual training that are offered on a regular basis to many of our customers nationwide.
37	Describe any technological advances that your proposed products or services offer.	As a leader in technology solutions, we witness the "The Law of Accelerating Returns" in real-time. And while we're always looking for a partner to nerd out with on the latest tech (how about Tello, this terrific drone made by DJI that helps teach STEAM in schools to the next generation of programmers; check it out here: https://www.cdw.com/product/dji-tello-edu-720p-hd-programmable-drone/5557972), we also know there's so much else for Sourcewell and its members to do in serving the public interest. That is why Sourcewell's ideal partner will need to have its ear to the ground to be aware of all technological advances and cool new products that are out there, and also the practical understanding of how they benefit Sourcewell members. Here are a few select technology advances in CDW•G's catalog and how they benefit Sourcewell members: VR VR (Virtual Reality) at CDW•G has evolved quickly to keep pace with this rapidly changing market in order to provide the most current and up to date technology available today. VR is being used as a training application for Sourcewell members charged with educating and keeping us safe and healthy. In education, VR is used to engage children by taking them on an exploration or showing content in 3d with animations. Law enforcement uses VR in training to increase empathy in officers. Military applications are providing safer ways to train troops in a variety of situations. And this immersive technology is rapidly finding new use cases in medicine for evaluating tumors in 3d and even performing surgeries remotely. CDW Blueprint to Design™ We offer a value-added modern learning environment design service to help make sure educators' technology investments work together for a full learning experience. Our design service includes classrooms, media centers, cafetoriums, and STEM/STEAM labs, and comes from our experts in classroom and spatial design. Since it began in September 2017, CDW Blueprint to Design™ service has had more nearly 800 K-12 and Higher Education institutions sign up for the value-added service

while delivering approximately 450 completed design packages for our customers.
Drones
Sourcewell members in law enforcement, education, and federal government can benefit from CDW•G's drone solutions, along with high tech imaging solutions such as thermal, recognition and infrared. We recently saved a large railroad customer time and money by replacing their manual approach of photographing miles and miles of railroad track by horseback (really, still horseback!) with a drone technology solution.
Cloud In the classroom, the right cloud solution can improve innovation. Out of the classroom, the right cloud solution can deliver cost savings, enhanced performance, and, if deployed effectively, increased security. A recent survey showed 59% of IT professionals say they would make more use of cloud, but the complexity is holding them back. CDW•G's cloud experts help customers understand and efficiently procure this elusive technology by answering such questions as: What are we buying? Where is our data going? How is it helping us? CDW•G currently partners with more than 150 cloud providers to deliver SaaS, IaaS, and PaaS solutions. And if those acronyms seem a little odd or unfamiliar, we've got that covered, too. Our expert cloud team, nearly a decade old, includes solution specialists to explain how cloud works, and assess the benefits and risks of each solution for Sourcewell members' particular needs and environments. Additionally, to make sure we are keeping up on "The Law of Accelerating Returns," CDW•G has resources in place dedicated specifically to monitoring IT trends, technical roadmaps, and emerging technologies. We combine this knowledge with the feedback customers provide to stay ahead of the curve on emerging technologies. Our OEM partners recognize us as a trusted partner when it comes to innovation. VMware recently awarded us with a Partner Innovation Award for the Empower Digital Workspace global award.
We ensure we offer state of the art technologies, and that we also vet the benefits and the risks of new solutions, and their operability in the Member's environment. CDW•G has several forums and encourages customers to share knowledge and best practices regarding the solutions we provide. The CDW Customer Advisory Board is a private, online community where we research IT topics and find out about technology usage to aide in marketing material development. These community members do engage with one another on relevant topics that they face in their environments. Sourcewell members have the opportunity to join this community if they desire. Highlights of the Customer Advisory Board include:
- 1,250 customers in a variety of industries
- Members are primarily: IT Managers, IT Directors, IT Executives/C-Level
- Weekly Topics include: IT Spending budgets, Tech conferences, Customer service, Social Media, Go Green The following are various other forums in which customers review CDW•G solutions and
- LinkedIn: https://www.linkedin.com/company/cdw
- Facebook: https://www.facebook.com/CDWCorporation/
- Spiceworks: http://community.spiceworks.com/pages/CDW
- Twitter: https://twitter.com/CDWCorp
- YouTube: https://www.youtube.com/user/CDWPeopleWhoGetIT https://www.youtube.com/user/CDWTechvision
- Reviews on CDW.com: http://www.cdw.com/content/about/cdwreviews.aspx?cm_sp=Footer-_-HowWeDoIt-_-Customer+Reviews As a testament to our efforts, we are also regularly asked to participate in OEM advisory board and product beta-testing initiatives. We have been participants in such programs for Microsoft, Adobe, Symantec, IBM, Trend Micro, McAfee, CommVault, Quest, VMware, Cisco, Juniper, Sonicwall, and Riverbed. These organizations have relied on the input and feedback of our staff to ensure their products are market-ready, prior to their public release. For example, CDW•G participates in the majority of Microsoft Rapid Deployment Programs (RDPs) and Technology Adoption Programs (TAPs). This early exposure to Microsoft solutions enables us to bring solutions to our customers in a timely fashion and ensures successful implementations. And CDW•G was one of two partners worldwide who participated in the Early Field Trial (EFT) of Cisco's UC 8.0 rollout. We were developing on the software nine months prior to public release. When 8.0 was released to the public, all CDW•G engineers were already trained to deploy the solution and were familiar with known differences from prior versions. Added to our OEM expertise and advanced solutions, CDW Technology Support is our branded offering backed by the OEM collaborative warranty support service. CDW•G will take the first call for Members to help resolve their issue and, if needed, provide an engineer onsite to perform a hardware replacement. If escalation to the OEM is required, CDW•G will do that on the Member's behalf. Because of CDW•G's depth and breadth of expertise, in the case of a Cisco solution, we are able to get a top-level TAC engineer more quickly than a Member can, resulting in quicker incident resolution.
For more information, please see our Additional Documentation uploads.

38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	As an IT reseller we do not build the products we sell (though we make green technology solutions clearer, and for more information on this please see our response to Question 39). We do recognize our part in responsible environmental management and conservation of resources. One of the ways we demonstrate our commitment to environmental management and the principles of sustainable development is through our beGreen program. The beGreen program, which has been around more than 10 years, provides CDW•G coworkers with a platform to reduce, reuse and recycle in an effort to make our operations leaner, more efficient, and more environmentally responsible. We continually develop these efforts to comply with ISO 14001 standards. Since we kicked off beGreen, CDW•G has seen overwhelming coworker participation. Coworkers have the improved environmental efficiency led to these two actions: 1. Our Las Vegas Distribution center has 2. Our Vernon Hills Distribution Center updated the warehouse and parking lot with LED lights containing motion sensors. This allows us to reduce our power usage while minimizing our impact to the environment. beGreen is a consideration in everything we do. Our downtown Chicago office is moving in the next few years to accommodate our growing company. Similar to the products we sell, we don't build the buildings we work in. But we do recognize our part in environmental responsibility and that is why we our future office location is LEED certified for its design and construction. Select beGreen program highlights are below. For our full environmental policy and commitment, please see "CDW•G Commitment to the Environment 2019" in the Additional Documentation uploads section. ISO 14001:2015 Certification CDW•G's distribution centers are ISO 14001 certified, which is the internal standard for environmental management systems. This certification has been awarded to CDW•G's distribution centers located in Vernon Hills, IL, and North Las Vegas, NV. Sustainability at CDW Lighting & Energy Management. Our offices and Distribution Centers are outfitted w waste power after hours. Eco-friendly Alternatives. Our cleaning crews also use natural and vinegar-based cleaners in place of chemical cleaners that can be harmful to the environment. Coworker Engagements. CDW•G Illinois locations are past winners of the Illinois Governor's Sustainability Award, recognizing private and public Illinois organizations who have implemented outstanding and innovative sustainable techniques or technologies, demonstrating a commitment to sustaining our environmental, social and economic health. Recycling Our Distribution Centers employ programs that are designed to recycle corrugate, shrink wrap, v from a peak of three times a week to only twice a year. Packaging and Transportation Over 95% of ou manufacturer packaging, instead of being repackaged in new boxes. We have also redesigned our box e maximize the amount of product put into each box. *
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Sourcewell members in the public sector have a responsibility to procure sustainably. As stated in Question 38, none of the products we sell are manufactured by CDW•G. Which is a benefit to Sourcewell members. This allows us to be more objective about what's right for each Member's initiatives. Since green products, energy efficiency, life-cycle design, and other sustainability factors are important to Sourcewell members, our account managers compare the various OEMs we sell and determine equipment and products that support their goals. We do try to help where we can. For example, though CDW•G has our own internal policies regarding recycling, we do not take back old equipment from customers. However, we can direct Sourcewell members to trade-in and asset disposal programs through partners to help properly dispose of or recycle hardware. * These are some of the programs we offer Sourcewell members: - NEC Program: https://www.necdisplay.com/communications/0418_TradeIn_TradeUp_Program.html - Panasonic: http://panasonic.anythingit.com/ - ClearCube: https://www.clearcube.com/upgrade - PlanITROI: https://planitroi.com/

40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Sourcewell members in the public sector promote diversity and local business initiatives through their procurement requirements. There are many types of diverse supplier requirements, including minority- and woman-owned, small business, veteran-owned businesses, and LGBT-owned businesses. Sourcewell's ideal partner on this contract will empower all types of diverse suppliers in the marketplace, not just one or two. CDW•G does not hold any WMBE, SBE, or veteran-owned business certifications. Our focus lies in creating a meaningful sourcing plan with minority, small, local, veteran-owned, and other diverse suppliers. By not being a diverse prime, we have the privilege, opportunity, and responsibility to partner with diverse suppliers and bring them with us to the Sourcewell opportunity. That's part of the CDW Experience. Through data extracted from the BLS Quarterly Census of Employment and Wages, we estimate the economic impact from our U.S. supply chain supported over 6,800 Diverse and 3,600 Diverse Small Business Enterprise American jobs in 2018. Also, in our experience customer diversity initiatives are not always met by one or two specific certifications. Each customer has different goals and CDW•G is an ideal partner because our diverse supplier network contains partners with the following certifications: - Minority Business Enterprise (MBE) - Women Business Enterprise (WBE) - Lesbian Gay Bisexual Transsexual Business (LGBT) - Veteran Business Enterprise (VBE) - Disability Business (USBLN) - Women Owned Small Business (WOSB) - Small Disadvantaged Business (SDB) - Veteran-Service Disabled Veteran - Small Business - HUBZone We launched our Supplier Diversity program over a decade ago. Our leader in Supplier Diversity, Kristin Malek, was named one of DiversityPlus Magazine's Top 25 Women in Power Impacting Diversity 2019. Kristin and CDW•G coworkers participate in workshops designed to help diverse suppliers learn about contracting opportunities. Recently they attended an event with the City of New York that attracted over 60 diverse suppliers. In recent years, CDW•G has seen continued increases in diverse spend since the program's inception. 2018 overall reported diversity spend exceeded $2B, equating to 12% of our organization total spend with suppliers. In the same year, we were named a Finalist by the National Minority Supplier Development Council for Corporation of the Year. In 2019, we were named US Veterans Magazine Best of the Best Supplier Diversity Program. Please see a letter of recommendation from QnA Tech, a small minority owned firm focusing on IT solutions, as further, real-world evidence of our commitment to working with diverse suppliers. CDW•G can offer Sourcewell members partnerships in one of two ways: The Tier I Program CDW is continuously developing other diverse partnerships to meet customers' Tier I needs, which is where customer spend goes directly to the diverse firm. In fact, we offer an online registration tool where businesses can register for future opportunities with CDW. Our growing list of suppliers means that customers can count on CDW to deliver against their diversity spending targets. CDW has also partnered with MBE/WBE leasing companies that can support customers' Tier I spend requirements. The Tier II Program In an effort to foster even more opportunities for small, diverse businesses, CDW launched a Tier II Supplier Diversity Program in 2009 for its key manufacturing, distribution and logistics partners. The program's goal is simple: to further opportunities for competitive diverse companies to supply goods and services to CDW and deliver them to our customers. CDW also provides Tier II reporting to customers that track their spending (typically for tax incentives), ensuring that suppliers meet contract compliance and obligations. Our Tier II reports show the items that CDW purchased from diverse suppliers, all items that our customers purchased from CDW, and all items that CDW purchased from diverse suppliers to fulfill customer orders directly. One more important aspect of the CDW Supplier Diversity program is our support and participation in various organizations and events focused on developing relationships and business opportunities within diverse communities. CDW is a National Corporate Member of the National Minority Supplier Development Council, Inc. and The Women's Business Enterprise National Council. CDW supports other organizations, such as the Chicago Minority Business Development Council, Inc., the Women's Business Development Center of Chicago, the Minority Business Development Agency of Chicago, the National Veteran Owned Business Association, and the National Gay & Lesbian Chamber of Commerce. Not only does CDW contribute financially to these organizations, we also engage on advisory councils, attend and host events, and provide resources to support the organizations' focus on continued growth and success. *
41	What unique attributes does your company, your products, or your services offer to Sourcewell Members? What makes your proposed solutions unique in your industry as it applies to Sourcewell members?	When Sourcewell evaluates vendors for this next Technology Solutions Catalog contract, we suspect many of the product and services catalogs will overlap. That's life at the top of the IT solutions market, we suppose. But how many of these vendors can stand apart and point to unique solutions? Unique in the true sense of the word. CDW•G stands apart with the following unique attributes we offer Sourcewell members: Sales Support CDW•G's Sales Academy equips new sales coworkers with the skills and knowledge necessary to be effective, successful, and consultative extensions of your IT staff. The Sales Academy is a five-and-a- half-month curriculum for Public sector, Corporate, and Small Business sales account representatives consisting of three phases: Phase I: offers a classroom environment focused on immersing account representatives into the CDW•G culture, systems, technology and professional selling skills Phase II: provides an opportunity for account representatives to immerse themselves into CDW•G segment specific training as well as practice their skills. Phase III: account representatives work with CDW•G customers while continuing their development with dedicated coaching and trainings from a top performing sales leadership and coaching team

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Our experiential learning curriculum uses a complete blended delivery model including classroom activities, eLearnings, one-on-one coaching and roundtables, and the Sales Academy delivers that and more. Sales team shadowing and real-world assignments prepare account representatives for the reality of day one on-the-job. In addition, account representatives are provided cutting-edge resources such as a searchable online help tool. CDW•G has implemented a measurement strategy to ensure that any account representative graduating from the Sales Academy is able to perform job tasks and responsibilities skillfully. This strategy includes exercises, assessments, and tests. Throughout each phase of the Sales Academy, account representatives are coached to understand and address the unique challenges within their focus segment: K12, Higher Education, State & Local Government, or Federal Government. We understand that each customer and segment are unique and feel that our training should mirror those nuances. All of these components--technology training, system training, on-the-job immersion, and segment focused coaching—combine to create an onboarding experience for new account managers that has the right balance of technology acumen and real-world skill development and practice. Our goal is that each account representative is able to serve as a valuable asset to our customers—helping them to address their challenges and meet their goals through technology. Our salesforce is trained to understand and support the broad portfolio of products and solutions that CDW•G offers. We also understand our customers' need for deep expertise on particular products and solutions. That is why our account teams are supported by a large team of more than 100 presales systems engineers, both CDW•G-badged and vendor-funded positions, who provide presales support for specific lines of business and particular partner's products. These experts assist with evaluating products based on your unique operational requirements and budgetary constraints. They review quotes for product compatibility, functionality, and compliance. Your account representative will still serve as your main point of contact and quarterback the project to make sure that the process is simple and seamless for members.

E-Rate

CDW•G is proud to have participated in E-Rate Projects for Category 2 since 1998, when our company was founded. During that time, we have been awarded over 14,000 E-Rate projects totaling over $200M in total internet connectivity solutions to schools throughout the United States. Due to our streamlined and best-practice system of checks and balances, we ensure our E-Rate customers have a collaborative and positive experience when working with us on their E-Rate projects, including our dedicated E-Rate invoice team who ensures expert handling of both BEAR and SPI E-Rate invoicing. Mark Ellis, Manager, Program Management, David White, Program Manager, and Amy Passow, E-Rate Specialist, offer schools their knowledge, assistance, and advisement on E-Rate matters, including but not limited to Program compliance and adherence. David prepares contract deliverable reports and makes modifications, as necessary, including price reductions, additions, discontinued products, replacements, and version changes. He ensures that price and supply agreements are in place from award through completion and that the E-Rate bidding, ordering, invoicing, and funding are all seamless and easy for entities to complete. Amy advises on the appropriate engagement before and after Form 470 filings and works with our operations teams to ensure E-Rate ordering, invoicing, and delivery are compliant; additionally, Amy assists applicants with PIA reviews and preparation of Item 21 Forms as part of the Form 471 process.

eSports We know the world of eSports is growing fast. The estimated annual total revenue that will be g experience with gaming laptops and desktops, *

gaming monitors, mice and keyboards, gaming headsets, graphics cards, and furniture. We feature key manufacturers for this burgeoning industry such as iBuyPower, Logitech G, Micro-Star International (MSI), PNY.

Public Safety In 2007, CDW•G's Public Safety Team was chartered with the mission of aligning the IT industry around the unique challenges of law enforcement, fire, and emergency medical customers. We are proud of its history within the public safety community and long-standing relationships achieved through partnership, membership, leadership and sponsorship with local, regional and national associations. CDW•G participates in public safety focused conferences and events, helps deliver training and education, and works together with organizations including the International Association of Chiefs of Police (IACP), the International Association of Fire Chiefs (IAFC), and the National Sheriffs Association (NSA). Our relationships and targeted expertise afford us with a unique platform to expand Sourcewell's reach into previously untapped markets.

One such relationship is with the National Sheriffs' Association (NSA) that support over 3,100 Sheriffs offices nationally. In 2018, NSA wanted to provide an on-line marketplace portal for everyday goods and services to its members. They solicited the industry to develop the portal, and selected LESupplyPro (LESP), a law enforcement focused cooperative, as a partner, and began development of the marketplace. While working with NSA, the CDW•G Public Safety team noticed there was no technology category in the NSA-LESP portal offering. The team was able to educate NSA on the value and benefits of the Sourcewell agreement, and through these efforts, NSA and LESP named CDW•G as the exclusive technology partner on their NSA-LESP contract. This customized Sourcewell agreement has expanded Sourcewell adoption and membership into a new market while also providing a tailored contract structure that gives back to local law enforcement agencies and helps them further support their mission—serving and protecting citizens. Looking forward, CDW•G envisions continuing to increase the number of members accessing Sourcewell's CDW•G contract by using our unparalleled reach and segment focus to penetrate new markets and maximize Sourcewell's overall contract adoption.

K-12 Education Strategy Team

In response to the increasing complexities that schools face scaling digital learning, CDW•G has

		created a K-12 specific Education Team made of former educators and experts. Collective Previous Experience - Chief Information Officer - Certified Project Management Professional - Google Certified Innovator and Trainers - Google Certified Level 1 & 2 Educators - Google Apps Certified Administrator - Google Apps Certified Deployment Specialist - Teacher of the Year - Instructional Technologist - Learning Environment Advisor - Microsoft Innovative Educator Trainer - Microsoft Expert Educator - Classroom Teacher - District Superintendent - Developmental Reading Specialist Our K-12 strategy team analyzes research from multiple experts in the education technology industry such as ISTE, CoSN, Future Ready Schools and the 1:1 Institute (The Project Red Report) in order to develop an internal tool for guiding school districts through curriculum, professional development and device implementations. On a recent past project CDW•G assisted an eastern school district with setting up a STEM Academy for the following school year—resources, materials, products, lesson resources. As a no-cost program, Sourcewell CDW•G saved the district between $2,000-4,000.	
42	Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada.	CDW's significant presence in Canada, detailed in Question 25, allows us to focus on providing products, services, and local support to our Canada customers. CDW has a large Product & Marketing organization in Canada. This team comprises mainly Partner Managers, who support 1000+ vendor relationships, including their new technology launches and associated promotions. We have coworkers dedicated to meeting with, evaluating, and onboarding new Sourcewell members. Similar to in the United States, we also have onsite vendor specialists for larger partners such as Adobe, Cisco, HPI, HPE, Lenovo, Microsoft, and more. Our business model in Canada provides exceptional product availability and quick turnaround from the largest inventories of top brand-name manufacturers in the industry. We attribute this to our strategic relationships with the industry's top distributors. There are several main distribution partners in Canada, including Tech Data and Ingram Micro, all of which CDW Canada has a direct line of communication with through a dedicated CDW resource. CDW Canada strives to ship all in-stock, credit approved, non-configured orders within 24 business hours of P.O. receipt. Historically, our same-day order fill rate has been 97%-99%. Our recent acquisition of Scalar Decisions Inc., one of Canada's largest technology solutions providers, enhances the value that we deliver in Canada in the following areas: professional services, security, infrastructure, and cloud technology.	*

Warranty

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

Line Item	Question	Response *	
43	Do your warranties cover all products, parts, and labor?	CDW•G does not manufacture products, but Sourcewell members' IT investments are covered by the manufacturer's standard warranty for all purchases. This means that terms of warranty coverage can and do vary with each OEM purchase. Details for each product warranty are on www.cdwg.com or available through members' dedicated account manager. In our experience, most often the manufacturer coverage does just fine. But for those times where some added support is desired, CDW•G offers additional warranty coverage options for products whose standard warranty alone does not meet members' needs. In order to understand all of our best-value options, we recommend members work with their trusted account manager to navigate the options in our extensive catalog and determine the best fit warranty solution for each product and circumstance. For example, CDW•G and most resellers offer a whole lot of different OEMs—we understand that's one of the features customers and cooperative agencies like best about doing business with large IT resellers. But a whole lot of different OEMs and a whole lot of different warranties could lead to a significant time investment for Sourcewell members when left to manage this part of the technology lifecycle on their own. Imagine for a minute Sourcewell members with small IT staffs left to analyze and track dozens of programs and expirations to gain the most value from their portfolio of warranties. In these instances, CDW•G can offer Maintenance Contracts to simplify warranty coverage for members bogged down with a collection of warranties from different manufacturers for different lengths of time and each with a different end date. Maintenance Contracts are an easily manageable service contract that covers all IT equipment, regardless of manufacturer, with just one expiration date and a single point of contact for repairs. Please refer to our document upload in this section for more information on Maintenance Contracts.	*

44	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Rather than imposing usage restrictions or other limitations on our warranty services, CDW•G enhances coverage options for Sourcewell members through our warranty extensions and uplifts. As stated in Question 43, our experience is that many customers choose the standard OEM warranty for their purchase. Which is fine. In instances where the OEM warranty isn't sufficient, CDW•G offers competitive solutions to augment the OEM's warranty to minimize risk and ensure ongoing performance. Included in our portfolio: - Warranty extensions and upgrades - Post warranty support - Accidental damage protection - Maintenance Contracts - Post-sale technical support - Product and certification training - Onsite repair - Help desk services Additionally, understanding best-value procurement does not stop at the sale, CDW•G keeps the communications lines open with our customers to be sure the warranties they hold continue to meet their needs. For instance, shortly after award on a U.S. Marine Corps (USMC) BPA, CDW•G recognized the warranty provided was not offering the level of service required for USMC. We replaced this warranty without any impact to the customer, indicative of the reliability of our quality approach and our focus on upholding our commitments.	*
45	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Some do and others do not; it depends on the warranty coverage selected. Any incremental warranty costs for technicians' travel time and mileage to perform warranty repairs are disclosed at time of quote. Both standard manufacturer warranties and extensions of OEM warranties are typically inclusive of all warranty repair services being purchased. In some instances, services may fall outside of the OEM warranty options stated above. In these specific cases, services performed need to be outlined within a statement of work (SOW) and mutually agreed upon by all parties. If so, there will be very specific language around such warranties, travel time, and mileage for any on-site work. However, in our experience SOW-based services are not typically warrantied.	*
46	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?	As mentioned, it depends on the warranty coverage selected. In most cases, warranty support is fulfilled directly by the manufacturer and coverage will vary on a case-by-case basis. Where Sourcewell members opt to enhance the standard manufacturer warranty, we have access to certified technician resources through in-house technicians and strategic local partnerships that cover the United States and Canada. We will work with Sourcewell members to identify the best-value solution. Response times and SLAs can vary by location. A commitment we make to Members is that they will always know what they are buying and have clear instructions on the coverage and how to activate warranty claims, whether they be on-site, depot repair or mail-back programs, we believe in complete transparency of the service.	*
47	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	In those instances where Sourcewell members choose the standard manufacturer warranty, the responsibility for warranty services on those items is with the manufacturer. To ensure manufacturer warranty expectations are met, CDW•G has defined escalation processes with our partners to ensure technical support is provided by the manufacturers according to the agreed upon SLAs. In those instances where CDW•G enhances the standard manufacturer warranty, we take responsibility for meeting SLAs and delivering the full customer experience.	*

48	What are your proposed exchange and return programs and policies?	Should Sourcewell members need an exchange or return, CDW•G requires a Return Merchandise Authorization (RMA) number for all returned merchandise. All products must be returned one hundred percent (100%) complete, including all original boxes, packing materials, manuals, blank warranty cards, and other accessories provided by the manufacturer. All returns should be initiated within 30 days. For returns initiated after 30 days, fees may apply. However, in all instances when CDW•G makes an error, we will cover return costs. Credit is issued the following day after the product is received into our warehouse. Credit form is based on the initial method of payment. Credit card refunds will be issued back to the credit card. Net terms refunds will be placed on the account for the customer to use towards invoices or they can request a check be sent to them. For full information on our return programs and policies, see CDW's full Product Return Policy at the following link: https://webobjects.cdw.com/webobjects/docs/PDFs/Return_Policy.pdf For all questions, issues, and concerns, Sourcewell members' CDW•G account manager continue to be at the center of the customer service and support experience. By contacting their account manager to initiate the return process, Sourcewell members will receive individualized support that ensures the best outcome. CDW•G account managers—and our customer support teams—facilitate and track all returns. These coworkers deal with RMAs on a daily basis. And when returns cannot be made to CDW, Members in need of advocacy with manufacturers regarding exchanges, returns, or any aspect of their IT investment can count on their CDW•G account manager to advocate for them with the OEM. CDW•G also offers Customer Relations service at 866-SVC-4CDW or via email at customerrelationsreturns@cdw.com for customers to obtain a Return Merchandise Authorization (RMA) before shipping product back to CDW•G. Added to our programs and policies, Sourcewell members can trust that they are receiving the approved OEM warranty with each purchase through CDW•G's secure supply chain. 99% of our products come from authorized sources, with the other 1% customer requested sources. Once products are received at our distribution center they are investigated and tracked according to the return merchandise authorization number assigned to each order. The end user/customer is then notified that receipt has been confirmed. All of CDW•G's shipping and quality processes are based on the ISO 9001:2008 certification standards.	*
49	Describe any service contract options for the items included in your proposal.	In addition to services included with purchase, Sourcewell members may choose from a range of service options available through CDW•G (fees may apply), including the following: - We offer a collaborative warranty support service backed by select valued OEMs for faster resolution and a more personal experience. For Sourcewell members' software, licensing and hardware devices, CDW•G takes the first call to resolve the issue and, if needed, provides an onsite break/fix replacement. If escalation to the manufacturer is needed, CDW•G does that on the members' behalf. - We offer through our strategic partners an extended service/help desk, where a phone number is provided and we can take calls and provide support. This option is useful for Members who may not have a robust IT support program and seek a 3rd party solution. - We offer tech support (U.S.-based help) for five years from purchase through either phone or chat (M-F, 7am-6pm CT), or email (reply within 24 hours). - We offer CDW Product Protection through Safeware, a fully licensed insurance agency as well as a Third Party Administrator. Services feature extended warranty and service plan solutions, covering many types of hardware products, including laptops, tablets, and printers/scanners. - We offer Cisco SMARTnet Service, an award-winning technical support service that give members' IT staff direct, anytime access to Cisco experts and online self-help resources required to resolve issues with most Cisco products. Our dedicated Cisco SMARTnet team has 50 specialists with years of experience working with SMARTnet contracts. We have in-depth knowledge of Cisco's internal SMARTnet tools. And CDW•G's exclusive web portal, SMARTtracker, will streamline the management of your SMARTnet Total Care contracts 24x7x365, not just at renewal time. SMARTtracker is a key strength of our offering that provides value-added benefits when combined with the expertise and support of our SMARTnet Total Care Specialist Team. - We offer a Software Asset Management (SAM) solution powered by Snow Software hosted in our cloud through a subscription. This productivity enhancing tool is an advanced and user-friendly SAM solution that empowers customers to reduce their licensing expenditure while mitigating the various compliance risks associated with the administration of software agreements.	*

Payment Terms and Financing Options

Line Item	Question	Response *	
50	What are your payment terms (e.g., net 10, net 30)?	CDW•G's standard payment terms are net 30 days from the date the invoice is issued.	*

51	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	Yes, Members have access to a diverse portfolio of financial companies that can help them secure the leasing terms that best fit their specific needs and budget requirements. CDW•G offers 16 premier and preferred leasing partners, including Arrow Capital Solutions, Cisco Capital, Dell Financial Services, HP Financial Services, and VAR Technology Finance. While we always view our deep set of options as a boon to our customers, we also understand our customers and their IT departments might have better things to do than evaluate multiple leasing constructs to select the right one. CDW•G's approach to leasing and financing solutions mirrors our approach to technology solutions in this way: listen, advise, assist, and present the best options. For example: Apple Financial Services almost always makes sense for Apple products. Our account managers, as the trusted first point of contact, work with members to identify those options. This collaborative process includes the following specific steps: 1. An initial discovery session to understand member goals, requirements, and budget 2. An assessment review of members' existing environment and definition of project requirements 3. Detailed vendor evaluations, recommendations, future design, and proof of concept 4. Procurement, configuration, and deployment of the final solution Our diverse portfolio offers Sourcewell members the option to lease virtually any IT product at favorable rates and terms. These options can be available on a per-deal-basis, or in many cases, as a primary billing option. If a member has a preferred leasing company that is not currently one of our 16 partners, the account manager can work to set that partner up. For example, we have partnered with National Cooperative Leasing (NCL) by onboarding them as a leasing option for our Sourcewell members and continue to develop this partnership. We have begun the plans of putting together a Leasing Planning Meeting between NCL and the CDW•G Leasing Team to build out a collective strategy for our customers asking for leasing in relation to this Sourcewell agreement. Sourcewell members will also receive a value-added resource in CDW•G's Financial Solutions Team. This is an internal team of unbiased financing experts that work in conjunction with the account manager to align payment options with the Member's financial goals. For example, we know a recent trend for our education and government customers is to adopt mobile devices for their employees and students. However, recent research suggests IT managers believe they spend too much money and time managing devices, including ones that go unused when an end user transfers out of the agency. Our team can recommend an innovative solution for these customers through device-as-a-service (DaaS). While not a traditional leasing or financing option, DaaS satisfies many of those objectives, and includes warranty support, device management, real-time monitoring, and at the end of the lifecycle the devices will be available for reuse or recycling. Less knowledgeable, specialized resources may not consider an option such as this, or—shudder—even be aware it is an option.
52	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.	Sourcewell's 50,000 members are a diverse bunch and should be able to procure IT in the way that suits them individually. As part of the CDW Experience, we strive to make this possible. Members can place an order through the custom premium contract page we set up unique to each Member organization; Members can place an order through their account center feature at www.cdwg.com; or, because we know IT can get a little complex at times and it may seem we have a bajillion options, Members can pick up the phone and dial their dedicated account manager, who is always happy to chat and place an order that way. There are benefits to each method. For example, in Members' premium page, they will see the contract price in real-time as it takes into account market discounts and other factors. For online ordering, we can set up a demonstration to make sure that Members are familiar with the functions and benefits of their customized system. By placing a phone call, Members can bounce their needs, wish lists, concerns, or heck, even ideas for a home improvement project off their dedicated account manager trained in CDW•G's products and services. Once the order is placed through any of the above methods, it goes through a number of quality control steps to ensure what's received is what was ordered. First, the order is reviewed for accuracy by Members' CDW•G account team. Once confirmed, it is sent to our Credit Department for approval and credit-release. The member will receive immediate confirmation via email. In addition, real-time order status information is available 24 hours a day on Members' CDW•G Account Center. The order status feature enables Sourcewell members to sort orders by status: open, completed, backordered, and cancelled. After the order is credit-released, it is sent to the Purchasing Department to have the product pulled from stock, or, if the Member has a Staging Agreement or planned roll-out, it comes from the Members' dedicated inventory. Members benefit from the fact that CDW•G has two strategically-

		located distribution centers that hold $220M of inventory, on average. At any given time, we maintain 1-4 weeks of stock supply ensuring items are consistently in stock for rapid deployment. CDW•G's distribution centers are designed for continuous commitment to accuracy, quality, and speed. Each step in the product movement process is verified with a barcode scan, from receiving through shipping. We ship 40,000 to 50,000 boxes per day depending on the time of year. Our facilities have multiple levels of storage, miles of high-speed conveyors and sorters, UPC bar code scanning, product serial number capture, and—well, so this is one of those times where things in the technology procurement process get a little complex. Should we just leave it at our shipment accuracy rounds up to 100%? Or, we invite you to take our nifty virtual tour: https://www.cdw.com/webcontent/hubs/services/CDW_DistributionOverview_g.html As one of the largest direct marketing resellers in the U.S., CDW•G has positioned itself very closely with the major shipping companies and other delivery service companies to provide standard or expedited product delivery. Due to the extensive carrier worldwide service capabilities, excellent record for on-time delivery, and competitive pricing, we ship the majority of our products via UPS or FedEx. Both companies have onsite employees at our distribution centers, individuals with a track record of supporting CDW•G with sophisticated capabilities to leverage their intermodal transport options. We also have contracts with truck load (TL) and less than truck load (LTL) carriers for large orders and heavy products. For orders using the Sourcewell contract's terms and conditions, the Sourcewell contract is identified at the line item level or on the Statement of Work, and this triggers our Contract Editor system (Please see our response to Question 63) to ensure the sale is captured as a contract sale and our internal controls go to work. The Sourcewell Member receives invoice detailing Sourcewell contract has been used and this leads into reporting. For managing the contract and providing quarterly sales reports, Sourcewell h post- award process. Other companies often leave contract management to th outside of the scope of the RFP erroneously being purchased through this co The reports that our contract management professionals currently generate run the gamut from quarterly sales reports for Sourcewell to highly manual, daily federal reports. We have been sending these for the past 20-some quarters on the current contract, and are available to meet with Sourcewell to review any details and answer questions, as needed. Sourcewell and its members will continue to benefit from CDW•G's exacting, on-time reporting standards. CDW•G will not be using a dealer network as part of our response.	*
53	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?	Yes, Sourcewell members can use P-cards in both eProcurement and non-eProcurement orders. There is no additional cost for using this process. However, Members who opt for payment terms (e.g. Net 30) are not then allowed to settle terms by invoice with a P-card. As an added capability at no additional cost, CDW•G is capable of providing level 3 information on P-Cards for Visa, MasterCard or American Express. This service provides line item detail remittance of the transaction on member cardholders' statements. Level 3 allows the member agency to track expenses and to ensure that the products purchased on its card were in fact legitimate purchases.	*

Pricing and Delivery

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

Line Item	Question	Response *	

54	Describe your pricing model (e.g., line-item discounts or product- ca materials (if applicable) in the document upload section of your resp	To ensure Sourcewell Members can easily procure technology products and services at competitive discounts, CDW•G offers pricing in the same simplified model that Sourcewell members are familiar with on the current contract: Percentage discount off CDW•G Nationally Advertised Price (Advertised) for technology products and services categories, available at www.cdwg.com We believe the best solutions are simple to price, simple to sell, and simple to implement. Though Sourcewell members will be able to choose from over 100,000-strong technology product catalog, CDW•G makes understanding the discount and pricing Members will receive simplified by organizing our diverse catalog into 25 commonly recognized item categories: Accessories, Power, Cooling & Racks, Desktop Computers, Data Storage/Drives, Enterprise Storage, Point of Sale/Data Capture, Servers & Server Management, Notebook/Mobile Devices, NetComm Products, Carts and Furniture, Printing & Document Scanning, Services (Partner Delivered), Software, Collaboration Hardware, Video & Audio, Cables, Warranties-Product Protection, Video Hardware, Interactive Whiteboards, Interactive Flat Panel Display, Chromebooks, Google Chrome Management SaaS, Apple products, and Amazon Web Services. Special pricing and extra discounts we have secured through our close OEM partnerships are reflected in the percentage discounts calculated off Advertised. CDW•G publishes, maintains, and provides access to Advertised at www.cdwg.com as we do for other large-scale contracts and all of the open market business we transact. While we've seen some public sector customers prefer to use a discount off MSRP (Manufacturer's Suggested Retail Pricelists), the unique cost- savings Sourcewell members have come to expect from the current contract cannot be realized on the next contract with that type of structure. Using Advertised allows members to realize greater cost-savings due to a better dynamic price baseline driven by current market conditions and pricing trends. In general, there is a downward trend in IT hardware and software cost over time, and CDW•G's Advertised is benchmarked against current market demand as well as live pricing on our competitor's websites; it is then adjusted to remain competitive in the marketplace. One of the benefits of using CDW•G's Advertised is that it is available 24/7, and Sourcewell members can feel confident that pricing is both up-to-date and competitive, rather than a static number that does not accurately reflect the true market. A well-recognized example of volatility is when a new iPhone releases for $699 and the one bought just yesterday suddenly drops in value from $399 to $99. A number of unique factors contribute to CDW•G's ability in setting a competitive price point: Volume CDW•G processes one order transaction nearly every three seconds. This volume makes us the largest multi-brand IT provider, giving members the broadest look at market trends – especially pricing. We know quickly when our pricing needs to be adjusted to remain competitive, and CDW•G's staff of pricing specialists and Product Management teams adjust accordingly. Sales Data Our sales systems show ordering trends by product, indicating slo evaluate our prices. Supplier Relationship CDW•G's strong supplier relationships provide aggressive pricing and forward-looking analysis. Our relationships with multiple providers give us a real-time look at 'alternate path' pricing. CDW•G's Advertised tracks and adjusts the prices on a large set of products on a weekly basis. Competitive Price Analysis Sourcewell can trust that contract pricing is competitive with other large- scale contracts. As stated above, by tying your discounts to the CDW•G's Advertised reference point, we ensure real-time competitive pricing for purchases over the life of the agreement. All of the products we expect Sourcwell to consider as part of this offer can be found at www.cdwg.com/sourcewell. Additionally, we have provided sales for Sourcwell members in Canada through our CDW Canada affiliate. The discounts are off CDW Canada Advertised price and are quoted in local currency (CAD). Categories of Canadian catalog are similar though not identical. Please refer to our Canadian pricing offer in the required Pricing document uploads for more information.	*
55	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	CDW•G: 0% to 13% Discount off Advertised Price CDW Canada: 0% to 7.75% Discount off Advertised Price	*

56	Describe any quantity or volume discounts or rebate programs that you offer.	Sourcewell prices and percentage off discounts listed in our proposal are the ceiling price at QTY 1. It is our experience, both on the Sourcewell contract and across the broader scope of our business, that few purchases are made for QTY 1 and that often we can share additional discounts with customers through our close relationships with key OEMs. On the current contract, we advocated for Sourcewell members and secured volume discounts on a number of OEMs, including HP and Nutanix. By purchasing in volume or as part of a larger project, approximately 20% of Members enjoyed discounts between 10-20% below the contract ceiling price throughout 2018. Additionally, CDW•G maintains our two distribution facilities with over one million square feet of inventory space available. While our competition tries to paint these facilities as an unnecessary expense, they miss out on one of the key benefits of our model. CDW•G can regularly take action on strategic buy-in programs offered by distributors and OEMs as they feel pressure of product accumulating in their supply chain or need to attain a certain sales threshold for a financial milestone, such as their end-of- quarter or fiscal year. When these opportunities arise, CDW•G has adequate space available to buy in hundreds of units at a reduced cost—and we choose to blend that cost with the general inventory, driving down prices for Sourcewell members in the process. And let us say the ways and means of discount/rebate programs offered from competing vendors on this contract will certainly all sound appealing. But take note that without a team dedicated to tracking and managing purchases, and applying those special discounts appropriately, any resulting oversights will be as inexcusable as letting a puck slip through the five- hole. As part of the CDW Experience, we have a team of program management professionals, including a contract manager and contract analyst dedicated to Sourcewell, who ensure that Sourcewell members receive all program benefits.	*
57	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Due to our routine partner reviews, we rarely run into having to onboard new vendors or products for specific requests. When we do, our scrupulous process ensures that new partners work with us in delivering the CDW Experience. This process features collaboration with customers, sales teams, distribution coworkers, internal analysts, Product and Partner Management teams, and our legal department. Again, this is one of those components of technology procurement that is extremely complex behind the curtain, but for Sourcewell members the benefit of working with CDW•G is simple: security. When sourced products or related services are needed, CDW•G can easily facilitate this process for Sourcewell members. In instances where an entirely new product or related service becomes available through our catalog, such as when we began selling AWS on the current contract, our Program Management team works with Sourcewell to add it to the contract at a reasonable percentage discount for Members, taking into account relative category discounts already established on the contract. As for facilitating related services, CDW•G has the resources to develop and deliver services that require nonstandard options, or unique scopes of work, pricing and specific terms. We work with our solution architects and partners to create these project scopes and provide a wide range of services. We then have a team of service contract specialists and service contract negotiators dedicated to drafting, editing, reviewing, and negotiating service contracts to meet the specific needs of our customers. In addition, CDW•G has legal resources to negotiate customer-specific terms and project-specific terms for our customers. The contracts team handles service contracts from initial drafting to full execution of a statement of work, ensuring the Sourcewell members’ experience is streamlined and services can begin in a timely manner.	*
58	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	All costs to serve Sourcewell members are included in the pricing. Services are quotes as designed by the Member and may include training or implementation costs, which are included at the time of quote and never ‘tacked on’ after purchase.	*
59	If freight, delivery, or shipping is an additional cost to the Sourcewell Member, describe in detail the complete freight, shipping, and delivery program.	Free ground shipping is for the cheapest ground option. For all other options, we offer Members a freight difference option. An example of this is our Discounted Overnight Shipping program. Members can elect a faster delivery method and receive a discount from our standard overnight price equivalent to the standard ground shipping benefit they would have received for the same items. For example, if standard ground freight would have cost $10 and the 2-day air option costs $25, then the Member is asked to pay $15 for 2-day air – the difference. In this methodology, the Member retains the benefit of the ‘free ground’ consideration.	*

60	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	For Sourcewell members placing orders in Alaska and Hawaii, freight options are Ground, Express, and Priority, though these options can vary depending on shipping address. Once an order is entered all available options to that shipping address will be shown. Specific carrier options are UPS, USPS, CEVA, and UPS Freight. Transit Time are Ground 3-5, Express 2-3 Day, Priority 1-2 Day, though these can also vary depending on when the shipments leave on the truck. For Sourcewell members placing orders in Canada, standard terms for Shipping are: F.O.B. Destination, Freight prepaid, and added. All products are shipped from one of CDW Canada's partners' distribution centers in Toronto, Mississauga, Calgary and Vancouver. CDW Canada partners with numerous distributors including Ingram Micro and Tech Data within Canada to complement our purchasing model. That's why over 95% of all credit approved, in-stock orders are shipped the same day and are received the next business day. In most instances, Sourcewell members can expect purchases to be delivered the next day or within an average of 3 days by standard ground transportation. CDW Canada through distribution partners uses UPS, Purolator, FedEx, and many other freight carriers for larger shipments. *
61	Describe any unique distribution and/or delivery methods or options offered in your proposal.	While most of our industry is down-sizing and drop-shipping, CDW•G maintains a unique blend of operating our own distribution centers with drop-ship capabilities, where sensible. We have distribution centers in Nevada and Illinois that are a combined 1,000,000 square feet. Though the Illinois center primarily serves the eastern United States and the North Las Vegas center the western U.S., our two distribution center model allows us to ship based on availability and at a historical accuracy of 99.7%. More than 460 distribution coworkers work a 24x5 work schedule and we have the ability to scale up during busy seasons. Our capacity to ship is at 54,000 boxes daily, though our single day record is 37,000 boxes, leaving us plenty of capacity for this growing contract. Our customers appreciate the trickle-down value these distribution centers provide, which also allow us to offer better service on imaging, staging services for large roll-outs, and White Glove Services on the millions of Chromebooks we sell each year. We provided customers, many of them Sourcewell members, over several million Chromebooks in 2018 and performed White Glove Services on upward of 30%. Where customer projects don't require configuration or custom services, our drop-ship capabilities allow us to keep costs down. As further evidence of the unique level of service we can deliver, CDW•G was selected to be the sole mobile device provider for the 2020 U.S. Census, scheduled to deploy nearly 500,000 devices over the life of the contract to United States Census Bureau Headquarters, Census Offices (250+), and selected 2020 Decennial Census employee homes. This year, CDW•G has successfully deployed over 65,000 devices for the project. Due to our capabilities mentioned above, we are currently delivering on orders with the same exceptional service with no disruption to our normal business. *

Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
62	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	*Generally and in aggregate, the pricing to Sourcewell members is lower than that offered to other cooperatives or state purchasing departments.

Audit and Administrative Fee

Line Item	Question	Response *

63	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	With respect to CDW•G's compliance strategy, we are unique in how we approach managing and maintaining our contracts. Our process begins very early in the sales lifecycle by training our sales force on the Sourcewell agreement to make sure they are selling the right products at the right discounts for Sourcewell members. We can only imagine what a mess it would be for all parties should an uninformed seller transact, say, a 3rd party managed services deal on this Sourcewell agreement. After a sale has gone through, rather than putting the burden of reporting and compliance checks on the sales teams like other companies, CDW•G dedicates a highly specialized Program Management team led by Mark Ellis and David White for our K-12 Education and State and Local Government contracts. Mark, David, and their team are experts in general contract management, and specialized in the Sourcewell agreement. Mark is very familiar with Sourcewell's unique place in the cooperative contract space, drawing on lessons learned and historical data dating back to CDW's first contract with Sourcewell in 2004. Mark and his team are tightly integrated into the contract requirements and how compliance matters to the Sourcewell Membership. The next element of CDW•G's compliance process is a defined self- audit process. The Program Management team is solely responsible for ensuring that only Sourcewell members are able to access the Sourcewell agreement, utilizing the Sourcewell membership list online at https://www.sourcewell-mn.gov/member-lookup or via regular updates provided to CDW•G from Sourcewell's contract administrator Lindsey Meech. Additionally, our transparent partnership with the Sourcewell membership team allows our Sourcewell program to be nimble and use real-time information to ensure members have access to the agreement to drive both sales and compliance. The CDW•G Program Management team uses a custom contract management tool called Contract Editor. Only the Program Management team has access to the tool, which streamlines the process and positions us to strictly adhere to the agreement. The Contract Editor tool is a major differentiator for CDW•G. It is a custom-built application that integrates with our internal tools to manage the following items: * - Customer access to contract - Contract pricing - Contract shipping commitments - Contract fee compliance The tool matches Sourcewell's unique contract code from a data pool of all CDW•G sales. We access this information to ensure our reports are submitted quarterly and on time, just as we've done for nearly 20 quarters on the current contract. For example, during one recent quarter, CDWG reported $187M total sales to a total of 6,123 individual Sourcewell members representing all of the public sector segments, as well as non-profit agencies in all 50 states. These sales included products and services sourced from 663 individual manufacturing partners. Any vendor hoping to be successful in executing this contract should clearly demonstrate the ability to manage a report of this size and scope with all of the necessary detail, cross referenced to Sourcewell's membership database and in compliance with all of the contract's pricing rules. Before we submit our contract sales report to Sourcewell, the CDW•G Program Management team quality checks the report. Because we are committed to accuracy, our team goes through the entire report line-by-line to ensure membership access to the agreement, which confirms only Sourcewell members are accessing the agreement, providing any data we need to follow up on something that doesn't look right. During the recent quarter, a total of 226,639 individual notebook computers were sold during that three-month period—the report consisted of 83,000 lines, each representing an individual transaction. Good thing we hire only the biggest contract nerds out there. This thorough review also ensures pricing is sold at or below the agreed upon contract price, the proper administrative fee is remitted to Sourcewell, and confirms all of the available value-adds we've negotiated for Sourcewell members, such as free freight on orders using the cheapest ground shipping options. After we've submitted the report, we meet with Sourcewell to review the pricing and reporting to discuss any price discrepancies or numbers that look amiss to ensure we are meeting all of Sourcewell's requirements.

64	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	CDW•G is proposing the same general administrative fee which led to more than $2,500,000,000 in sales over the term of the current contract: 1.00%. At CDW•G, we think simplicity and continuity is a good thing. Sourcewell and CDW•G both experienced record growth on the current contract at this administrative fee, and we expect even greater results on the next contract as our partnership grows (please see Question 9 for our expectations). For select product categories in our offer, to best meet Sourcewell member needs we propose these fees: - Software: 0.25% - Chromebooks: 0.00% - Google Chrome Management SaaS: 0.25% - Amazon Web Services: 0.25% To best serve Sourcewell's grow 1.50% For select product categories in our offer, to best meet Sourc - Desktop Computers: 1.00% - Notebook/Mobile Devices: 1.00% - Chromebooks: 0.00% - Google Chrome Management SaaS: 0.00% - Amazon Web Services: 0.00% - Microsoft Azure: 0.00% - Apple: 1.00% We are confident in our fee structure due to our track record of success, and a mutual understanding between CDW•G and Sourcewell that the highest fees don't lead to the highest growth. CDW•G has alternate cooperative contracts in our portfolio—it's worth noting any company with the resources necessary to provide on a contract of Sourcewell's size will in all likelihood hold numerous cooperatives—yet our sellers consistently choose Sourcewell because of its unique advantages: member focus, flexibility, and fair administration fees.

Industry Specific Questions

Line Item	Question	Response *
65	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Sourcewell needs a partner with the insight to identify internal metrics that matter, and then the discipline to track them. A representative sample of internal metrics we've found to be good indicators for a successful partnership are the following: - Customer Utilization ("spend" - breaking down by segment: State & Local Government, K- 12 Education, Higher Education, Federal Government) - Technology Category penetration - New members brought into contract - # of opportunities - Customer Satisfaction survey responses - Repeat customers - Customer % that grows As Sourcewell knows from the quarterly reports CDW•G's Program Management team sends, we can track many, many more internal metrics than this. And to make certain the internal metrics we track match up with Sourcewell's vision for success, we intend to meet upon award to set mutually agreed upon metrics/key performance indicators for the next five years.
66	Describe your capability to report Sourcewell me eco- labe	For Sourcewell members concerned with the environmental impact of their procurements, we track industry-recognized data to help them understand their footprint. Sourcewell members can receive from CDW•G both EPEAT reporting, which is the leading global ecolabel for the IT sector, and Energy Star, a government-backed energy efficiency measure. For these reports we provide quarterly, calendar year, or fiscal year reporting, depending on members' needs. Sourcewell members with custom time-frame reporting requests typically are honored as well. As a value-add to presenting the raw data, upon request CDW•G's Program Management team will save time for members with a summary tab that provides a snapshot of their spend by EPEAT/Energy Star versus all spend, for products we have collected this information on. If Sourcewell members have further specific requests, such as category breakouts in an easy-to-read summary, CDW•G can work with them to provide that as well. Finally, CDW•G's account managers help Sourcewell members understand and meet green initiatives. Our sales force will guide Sourcewell members toward solutions with environmentally preferred attributes at the pre-sale stage, and also make this a part of quarterly business reviews so that members are aware of our green offerings.

67	Describe your capability to identify third-party issued eco-labels, ratings or certifications for the equipment or products within your catalog related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	With new environmental legislation being proposed at all levels of government, Sourcewell members require a partner that can help them understand their purchases and remain compliant. Eco-labels, ratings, and certifications for solutions in our catalog can be found on CDW•G's website at www.cdwg.com. CDW•G can also help Sourcewell members in determining environmentally preferable solutions through a number of ways, including training our sales force on the changing requirements of environmental legislation at all government levels, and offering solutions that meet the evolving standards associated with the Environmentally Preferable Purchasing Program (EPP) and the IEEE Standard for the Environmental Assessment of Personal Computer Products.
68	Describe your strategy related to the implementation and management of multiple cooperative purchasing contract awards, if applicable.	Any reseller that believes it has the size, resources, and capabilities to meet the high standards established in recent years on the Sourcewell contract will in all likelihood hold multiple cooperative agreements. CDW•G has partnered with multiple coops for 20 years, and we are proud to say all of our historic partners have grown. Similar to our successful approach in offering competing brands of technology, we have a well-formed group of core coop partnerships that offer different benefits to their membership base. CDW•G does its sincere best to provide clear information to customers and help them in choosing both the right technology as well as the right contract for their needs. By working with CDW•G's Program Management team who are experts on each contract, our account managers are kept up-to-date on contract benefits and requirements, along with any changes to programs, which they pass along to their customers for a complete procurement picture. Each cooperative has a unique Program Manager to avoid any conflict of interest as the team works on marketing plans together. CDW•G's organizational structure supports this contract specialization, ensuring each contract partner receives the individualized attention it deserves and that allows it to grow and be successful. Sourcewell will have two trusted members of CDW•G's Program Management team who handle all reporting, who are experts on Sourcewell's unique benefits and requirements, and are responsive to Sourcewell's needs. Our strategy is not to pit cooperatives—or technology brands for that matter—against each other, but to have individualized growth plans and objectives. After the evaluation committee has read through our proposal, we hope ours for Sourcewell is clear and inviting. Please remember, as Sourcewell's primary IT contract partner on the current Technology Solutions contract, CDW•G has furthered our history of alignment, trust, and accelerated contract adoption. Due to a disciplined organizational strategy, we have collectively grown the Sourcewell contract revenue by 44% over the last 5 years and increased the number of members accessing Sourcewell's CDW•G contract by 23%. Keeping a similar alignment in the future, we expect growth to continue from our ongoing dedication to serving Sourcewell's membership at the highest level.
69	Identify any reseller certification(s) (or similar third-party validation of technical expertise) that your organization has attained, if any.	Out of respect for the Sourcewell evaluation committee's time, to allow space in your schedules Reseller CDW•G has been an Acer America Authorized Reseller for over 17 years, and is curre Apple – Premium Corporate Reseller CDW and Apple have a very successful, established relationship. - Apple's Largest Corporate Channel Partner in the US - Apple's only reseller with the designation Premium Corporate Reseller We are an Authorized including mobile device management, carrier activations, and application development. Cisco Gold Certified Partner There is no other Cisco Gold Partner in the world that offers CDW' expertise across multiple technologies. - In 2018, CDW achieved the newest of Cisco's Master Specializations, in networking, making CDW the first Cisco channel partner in the Americas to hold all five Master Specializations that Cisco offers. The other Cisco Master Specializations are security, collaboration, data center and hybrid cloud, and cloud and managed services. Master Specializations are Cisco's highest and most exclusive level of partner certification. - At the 2018 Cisco Partner Summit, CDW was recognized as Architectural Excellence Partner of the Year: Security. In addition to this global award, CDW received 13 geography and theater/area awards. Dell EMC Titanium Black Partner In 2017, Dell EMC named CDW a Titanium Black Partner, a ne exemplary commitment to Dell EMC. - CDW is Dell's #1 Partner Worldwide. - CDW is the only channel partner that stocks Dell EMC hardware. - CDW has dedicated Dell EMC account managers. HPE Platinum Business Partner CDW has had a partnership with HP/HPE for the past 30 years. CDW is an HPE Platinum Partner and was honored with Hewlett Packard Enterprise's 2016 North America Network Service Provider (NSP) Partner of the Year Award at HPE's Global Partner Conference. HP Inc. Platinum Business Partner CDW is an HP Inc. (HPI) Platinum Business Partner and HPI's #1 partner worldwide. We are authorized to sell HP's full suite of products and field a large onsite team that provides expert

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guidance and support. Lenovo
– Largest Global Partner
CDW is Lenovo's largest Global Direct Response Channel Partner. Microsoft Gold Certified Partner CDW is a Microsoft Gold Certified Partner, #1 ranked Licensing Solution Provider (LSP) and ESA (Enterprise Software Advisor). CDW is also a Microsoft Software Asset Management (SAM) Partner and an Authorized Direct Reseller (ADR) for Open Value licensing programs in all 50 states and Canada. We are the worldwide leader in Microsoft Enterprise Agreements as well as Server and Cloud Enrollments. CDW ranks as Microsoft's #1 LSP in the following areas:
- CSP – Cloud Solution Provider
- Surface ADR – Authorized Device Reseller CDW is one of only a handful of Cloud Solution Providers to work with Microsoft. As a testament to our expertise and differentiation, CDW ranks as Microsoft's #1 LSP in the following areas:
- Reseller of Microsoft Cloud Solutions
- Office 365 customers deployed
- U.S. Partner in Azure
- Open Value Agreement CDW is an authorized Microsoft National Systems Integrator Partner offering award-winning services around all of Microsoft's key solution areas. CDW is one of only a handful of Cloud Solution Providers to work with Microsoft.

At the individual level, CDW•G coworkers hold nearly 6,700 technical certifications, with the highest number for leading OEMs such as Cisco, Microsoft, and Dell EMC. Cisco. CDW has over 1,700 Cisco-certified presales engineers, technical specialists, solution architects, and professional services engineers who are available to provide expert guidance and support. We hold over 90 Cisco Expert certifications.
CDW has the highly qualified resources to stay current with Cisco technologies and continue to meet the standards for all of our specializations. CDW has almost 1,900 Cisco certified presales engineers, technical specialists, solution architects, and professional services engineers who are available to provide expert guidance and support. Certifications include:
- ~100 CCIE/CCDE (includes 1 Quintuple, 6 Triple, 16 Double)
- ~350 Cisco Certified Professionals (CCNP/CCDP/CCSP/CCVP/CCIP)
- ~650 Cisco Certified Associates (CCNA/CCDA)
- ~700 Cisco Certified Sales Experts Microsoft. As a testament to our expertise and differentiation, we have approximately 300 Microsoft-focused engineers, technical specialists, presales consultants, and project managers dedicated exclusively to our customers' Microsoft engagements. Our team has completed more than 6,000 Microsoft services engagements and 750 joint Microsoft-CDW engagements to date.
Dell EMC. We have the following certified Dell-EMC engineers at CDW•G
- ~40 EMC certified technology architects
- ~10 Dell EMC Enterprise technical pre-sales specialists
- ~10 Dell EMC client solution specialists
- ~10 EMC certified cloud architects
- 1 EMC certified data scientist
- ~10 EMC certified implementation engineers

One of the reasons we've been so successful in receiving technical certifications and validation from our partners is through organizational investment. CDW employs a dedicated vendor accreditations coordinator (VAC) who takes responsibility for monitoring coworkers' technical and vendor sales certifications in line with our manufacturer partner accreditations. The VAC is part of our Vendor Alliances department, which comprises Vendor Managers for all major hardware manufacturers including HPE/I, Dell, IBM, Lenovo, HDS, Cisco, NetApp, and EMC. We have the highest-level reseller partnerships (Platinum or Gold) with these vendors, which are usually contingent on CDW maintaining minimum numbers of accredited resources at all levels from sales, pre-sales, field and systems engineer to architect. However, we tend to exceed these. Four CCIEs are required for a company to maintain its Cisco Gold Certified Partner status. CDW has more than 10x the required number with 63 CCIEs in our company.
Each of the partner vendors has designated an Account Manager and Systems Engineer to CDW, who communicates product developments to our Vendor Managers, as well as the associated technical training courses available. Some vendors also have Partner Education Managers specializing in training and certification guidance for CDW. The Vendor Managers then work with the VAC to identify the staff impacted by the development and make bookings for training and exams.

Finally, CDW•G has coworkers that hold various levels of project management related certifications including the following.
- Certification: American Society for Quality - Certified Six Sigma Green Belt
- Certification: CCIE
- Certification: CCNP/CCDP
- Certification: Certified ScrumMaster (CSM)
- Certification: Cisco Telepresence PM Certification
- Certification: CISSP
- Certification: CSM
- Certification: CSM (Certified Scrum Master)
- Certification: ITIL Foundation
- Certification: ITIL Foundation
- Certification: ITIL Foundation

		- Certification: ITIL Foundation, MBA - Certification: ITIL Practitioner - Certification: ITIL Service Operation - Certification: Lean Six Sigma Black Belt - Certification: Master Certificate in Project Management - Certification: Master of Science in Project Management - Certification: MBA - Certification: MCSE - Certification: PMI CAPM - Certification: PMI PgMP - Certification: PMI PMP - Certification: PMI-RMP - Certification: Project + - Certification: Six Sigma Yellow Belt - Certification: Six Sigma Black Belt - Certification: Six Sigma DMAIC Green Belt
70	Summarize your current approach to serving Sou for- profit) and plans to grow utilization of your	Currently, we serve Members in each vertical with a specialized sales team dedicated to similarly situated accounts (government, education, or not-for-profit) to promote familiarity with the common technology trends for each vertical as well as gain expertise in handling various regulations or contracting norms for that part of the Member base. In addition to the specialized sales team, we segment our marketing along these verticals—creating special landing pages on cdwg.com and publishing magazines for each vertical, such as www.EdTechMagazine.com to give focus to the discreet issues facing Members which might be solved by technology. This platform has been a valuable resource for feedback to CDW•G from the community we serve; though we obviously need to feature some advertisement to fund the investment, we try to keep that activity to a minimum to showcase the message of solutions in the forefront. We intend to continue our sales team segmentation approach to serving Members because it wo us closer to the customer, increases understanding of their unique challenges and amplifies our Additionally, CDW•G is experiencing a transformation from a VAR into a solutions provider including robust services to compliment the products we have traditionally sold and enable better outcomes through a completely implemented and supported solution. Our logistics capabilities remain top-notch and we do not intend to cede any ground to the competition on our unmatched reputation for smooth transactions and reliable delivery. We are building atop that foundation with the same intense focus on bringing exceptional value, reliability and customer-focus to the service portfolio as it expands. Engineering talent will continue to mostly be arranged by technology—a wireless network requires deep understanding of the nuances of the connectivity and access point specifications for number of users, area served, materials used in the building—less knowledge about the customer segment. Our design specialists are trained to surface segment specific considerations, while the engineers maintain their expertise in the technology itself. Specific to the growth of Sourcewell, CDW•G will continue to work closely with Sourcewell to present the Sourcewell contract to new Members as an alternative to going through a time and resource-consuming RFP process. As demonstrated in the past, CDW•G can customize the Sourcewell agreement to meet the unique needs of each customer vertical. For example, we onboarded AWS with customer specific terms and conditions for K-12 Education. And we will work with Sourcewell to identify low-spend CDW•G customers that have successfully adopted other Sourcewell contracts. We've begun efforts like this before, and feel we have a good blueprint for CDW•G to build a plan with Sourcewell and leverage other Sourcewell contract partners, such as Grainger, to increase the number of members accessing the technology contract. CDW•G will reciprocate efforts with any non-competing Sourcewell contract partner to maximize Sourcewell's overall contract adoption, regardless of commodity.

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

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Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as"Marketing Plan."

- Financial Strength and Stability - Financial Strength and Stability.zip - Tuesday August 13, 2019 07:37:56
- Marketing Plan/Samples - Marketing Plan Samples.zip - Tuesday August 13, 2019 07:38:08
- WMBE/MBE/SBE or Related Certificates - WMBEMBSBE or Related Certificates_CDW QNA Letter.pdf - Tuesday August 13, 2019 07:38:18
- Warranty Information - Warranty Information.zip - Tuesday August 13, 2019 07:38:32
- Pricing - Pricing.zip - Tuesday August 13, 2019 10:00:57
- Supplemental Pricing Documentation (if needed) - Supplemental Pricing Documentation.zip - Tuesday August 13, 2019 10:10:00
- Additional Document - Additional Documentation.zip - Tuesday August 13, 2019 11:47:45

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Proposers Assurance of Comp

PROPOSER ASSURANCE OF COMPLIANCE

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell member agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.

2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.

3. The contents of the Proposer's proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer and will not be communicated to any such persons prior to the official opening of the proposals.

4. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted and included with the Proposer's Proposal.

5. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.

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

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

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

The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

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

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

○ **Yes** ◉ **No**

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

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

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AMENDMENT #1
TO
SOURCEWELL CONTRACT #081419-CDW

This Amendment is by and between **Sourcewell** (Sourcewell) and **CDW Government LLC** (Vendor). Sourcewell and Vendor will be collectively known hereinafter as "Parties."

Vendor was awarded a Sourcewell Contract for Technology Catalog Solutions effective December 1, 2019, relating to the provision of services by Vendor and to Sourcewell and its Members.

The parties agree that certain terms within the Agreement shall be updated and amended and only to the extent as hereunder provided.

In consideration of the mutual covenants and agreements described in this Amendment, the parties agree as follows:

1. This Amendment is effective upon the date of the last signature below.

2. Article 8 B. Administrative Fee is amended to add, "Upon written request of Vendor, Sourcewell will consider a reduction in Administrative Fees. The following Administrative Fee Reductions are approved through this amendment and remain in effect through the term of this Contract:

Affected Member:	**Approved Administrative Fee Reduction Through the Term of this Contract:**
National Sheriff's Association, Alexandria, Virginia	0.25%
State of Ohio Department Administrative Services	0.25%
Suffolk County Community College, New York	0.25%
Mansfield, Texas Independent School District	0.50%
All Florida State Universities Statewide	0.50%
University of Idaho	0.50%
All K-12 and HED in New York State	0.50%
University of Oregon	0.50%
All Oklahoma State Universities Statewide	0.50%
Tarrant County College District, Texas	0.50%
University of Maryland	0.50%

3. Notwithstanding the above, for all Sourcewell members, the Administrative Fee for Software shall be 0.25% and there shall be no fee for Chromebook hardware and Google Chrome License.

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4. The Agreement and any previous amendments are incorporated into this Amendment by reference.

Except as amended by this Amendment, the Agreement remains in full force and effect.

Sourcewell

By: DocuSigned by: Jeremy Schwartz C0FD2A139D06489...
Authorized Signature

Jeremy Schwartz
Name – Printed

Title: Director of Operations & Procurement/CPO

Date: 2/25/2020 | 8:56 PM CST

CDW Government LLC

By: DocuSigned by: Robert F Kirby 7BE3F6B21781400...
Authorized Signature

Robert F Kirby
Name – Printed

Title: President, CDW Government LLC

Date: 2/25/2020 | 11:27 AM CST

APPROVED:

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

Chad Coauette
Name – Printed

Title: Executive Director/CEO

Date: 2/25/2020 | 9:00 PM CST

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April 30, 2021

David Hutchins
Vice President, Strategic Programs
CDW Government LLC
230 N Milwaukee Ave
Vernon Hills, IL 60661
David.hutchins@cdwg.com

Re: Award of Contract #R210401

Dear Mr. Hutchins:

Per official action taken by the Board of Directors of Region 4 Education Service Center on April 27, 2021, we are pleased to announce that after successful negotiated terms and conditions, CDW Government LLC has been awarded an annual contract for the following, based on the sealed proposal (RFP#21-04) submitted on January 19, 2021:

Commodity/Service	**Supplier**
Technology Solutions, Products and Services	CDW Government LLC

This contract is effective June 1, 2021 and will expire on May 31, 2024. As indicated above, your contract # is R210401. This contract may be renewed annually for an additional two (2) years if mutually agreed upon by Region 4 ESC/OMNIA Partners, Public Sector and CDW Government LLC.

Your participation in the proposal process is appreciated and we look forward to a successful partnership. Please feel free to provide copies of this letter to your sales representative(s) to assist in their daily course of business.

If you have any questions, please contact Deborah Bushnell, the Contract Manager assigned to your contract, at (713) 554-7348 or deborah.bushnell@omniapartners.com.

Sincerely,

DocuSigned by:
Robert Zingelmann
30EE15BFEF1C4C6...

Robert Zingelmann
Chief Financial Officer, Finance and Operations Services

Region 4 ESC

Contract # R210401

for

Technology Solutions, Products, and Services

with

CDW Government LLC

Effective: June 1, 2021

The following documents comprise the executed contract between the Region 4 Education Service Center and CDW Government LLC, effective June 1, 2021:

I. Appendix A; Supplier Contract
II. Offer & Contract Signature Form
III. Supplier's Response to the RFP, incorporated by reference

7145 West Tidwell Road ~ Houston, Texas 77092
(713)-462-7708
www.esc4.net

NOTICE TO OFFEROR

ADDENDUM NO. 1

Solicitation Number 21-04

Request for Proposal ("RFP")
by

Region 4 Education Service Center ("ESC")
for
Technology Solutions, Products and Services

SUBMITTAL DEADLINE: Tuesday, January 19, 2021 @ 10:00 AM CST

This Addendum No. 1 amends the Request for Proposals (RFP) for Technology Solutions, Products and Services 21-04 ("Addendum"). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

This Addendum No. 1 is hereby issued to address the following:

1) **Submittal Deadline**: The submittal deadline for this RFP is hereby changed from Thursday, January 14, 2021 @ 10:00 AM Central Time and extended as indicated below and above:

   - Tuesday, January 19, 2021 @ 10:00 AM CST

2) **Virtual Non-Mandatory Pre-Proposal Conference:** The pre-proposal conference time for this RFP is hereby changed from December 15, 2020 @ 10:00 AM CST to:

   - December 15, 2020 @ 11:00 AM CST

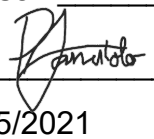
All other details remain unchanged.

RECEIPT OF ADDENDUM NO. 1 ACKNOWLEDGEMENT

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name CDW Government LLC

Contact Person Pam Janutolo

Signature 

Date 01/15/2021

Crystal Wallace
Region 4 Education Service Center
Business Operations Specialist

Tab 1 – Draft Contract and Offer Contract Signature Form (Appendix A)

Terms and Conditions Acceptance Form (Appendix B)

All information and documents hereby submitted in response to the Request for Proposal/Quote (“RFP/RFQ”) furnished by Customer Name are the Proprietary and Confidential property of CDW Government LLC (“CDW•G”).

© CDW Government LLC 2021

APPENDIX A

CONTRACT

This Contract ("Contract") is made as of April 27, 2021 by and between ***CDW Government LLC*** *("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of Technology Solutions, Products and Services ("the products and services").*

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposal ("RFP") Number 21-04, to which Contractor provided a response ("Proposal"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

WHEREAS, this Contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Contract will provide that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with OMNIA Partners.

1) Term of agreement. The term of the Contract is for a period of three (3) years unless terminated, canceled or extended as otherwise provided herein. Region 4 ESC shall have the right to renew the Contract for two (2) additional one-year periods or portions thereof. Region 4 ESC shall review the Contract prior to the renewal date and notify the Contractor of Region 4 ESC's intent renew the Contract. Contractor may elect not to renew by providing three hundred sixty-five days' (365) notice to Region 4 ESC. Notwithstanding the expiration of the initial term or any subsequent term or all renewal options, Region 4 ESC and Contractor may mutually agree to extend the term of this Agreement. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Agreement.

2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.

3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).

4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:

   i. This Contract
   ii. Offeror's Best and Final Offer
   iii. Offeror's proposal
   iv. RFP and any addenda

5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.

6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e. bankruptcy, change of ownership, merger, etc.).

8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.

9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.

10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.

11) TERMINATION OF CONTRACT

   a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:

      i. Providing material that does not meet the specifications of the Contract;
      ii. Providing work or material was not awarded under the Contract;
      iii. Failing to adequately perform the services set forth in the scope of work and specifications;
      iv. Failing to complete required work or furnish required materials within a reasonable amount of time;

v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.

b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents. ***Refer to Appendix B***

c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.

d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

e) Standard Cancellation. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor

shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.

13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.

14) Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.

16) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.

17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

    Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.

18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's

sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.

19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.

20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.

21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.

22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing. ***Refer to Appendix B***

23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.

24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law

and standard practices to protect workers, general public and existing structures from injury or damage.

27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.

29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.

30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas. ***Refer to Appendix B***

31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.

32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.

33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

34) Refer to Appendix B for additional clause regarding cloud services

OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing.

Company Name	CDW Government LLC
Address	230 N Milwaukee Ave
City/State/Zip	Vernon Hills, IL 60661
Telephone No.	847.371.5800
Email Address	david.hutchins@cdwg.com
Printed Name	David Hutchins
Title	Vice President, Strategic Programs
Authorized signature	David C Hutchins

Accepted by Region 4 ESC:

Contract No. R210401

Initial Contract Term June 1, 2021 to May 31, 2021

Margaret L. Bass — 4/27/2021

Region 4 ESC Authorized Board Member — Date

Margaret S. Bass

Print Name

Linda Tinnerman — 4/27/2021

Region 4 ESC Authorized Board Member — Date

Linda Tinnerman

Print Name

4/27/2021

4/27/2021

APPENDIX B

TERMS & CONDITIONS ACCEPTANCE FORM

Signature on the Offer and Contract Signature form certifies complete acceptance of the terms and conditions in this solicitation and draft Contract except as noted below with proposed substitute language (additional pages may be attached, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is returned with modifications to the draft Contract provisions that are not expressly approved in writing by Region 4 ESC, the Contract provisions contained in the RFP shall prevail.

Check one of the following responses:

☐ Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract.

(*Note: If none are listed below, it is understood that no exceptions/deviations are taken.)*

☒ Offeror takes the following exceptions to the RFP and draft Contract. All exceptions must be clearly explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFP and draft Contract must be included:

(*Note: Unacceptable exceptions may remove Offeror's proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions and modifications and the decision shall be final.*

If an offer is made with modifications to the contract provisions that are not expressly approved in writing, the contract provisions contained in the RFP shall prevail.)

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
		Please see attached Exceptions Sheet	
		Proposed Appendix D exceptions will be negotiated directly with OMNIA Partners	

Region 4 Education Service Center
RFP Number 21-04
for Technology Solutions, Products and Services
January 15, 2021

Proposed Deviations

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
Appendix A 11 b) / page 17	Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.	Termination for Cause. If, for any reason, ~~Contractor~~ either party fails to fulfill its obligation in a timely manner, or ~~Contractor~~ violates any of the covenants, agreements, or stipulations of this Contract ~~Region 4 ESC~~ the non-breaching party reserves the right to terminate the Contract ~~immediately~~ and pursue all other applicable remedies afforded by law provided the breaching party is unable to cure such deficiency within thirty (30) days after receipt of notice. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.	**Accepted**
Appendix A 22 / page	Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.	Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and, to the extent provided be the manufacturer, one (1) year labor warranty unless otherwise agreed to in writing.	**Accepted**
Appendix A 30 / page 20	Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the	Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses finally awarded by a court of competent jurisdiction arising out of or resulting from the grossly negligent actions of the	**Accepted**

Proposed Deviations

	solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.	Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract which proximately causes death or personal physical injury, or from damage to tangible personal property suffered or incurred by Region 4 ESC. Claims do not include any damages or liability that are otherwise excluded from this Contract or that arise from the product(s) or software or from the data processed thereby. Contractor's obligation is contingent upon Region 4 ESC providing: (i) Contractor sole authority in any claim's defense or settlement; (ii) all reasonable assistance, at Contractor's expense, in any such defense; and (iii) prompt written notice of and description of each claim. NEITHER PARTY WILL BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES. IN THE EVENT OF ANY LIABILITY INCURRED BY A PARTY HEREUNDER, THE ENTIRE LIABILITY OF SUCH PARTY FOR DAMAGES FROM ANY CAUSE WHATSOEVER WILL NOT EXCEED THE LESSER OF: (A) THE DOLLAR AMOUNT PAID BY REGION 4 ESC FOR THE SPECIFIC PRODUCTS OR SERVICES GIVING RISE TO THE CLAIM; OR (B) $100,000. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.	
Appendix A 34 / page 20	CDW-G proposes a new clause be added to appropriately document its role as a reseller of cloud services.	It is acknowledged that Region 4 ESC is receiving the Cloud Services directly from the Cloud Service Provider pursuant to the Cloud Service	**Accepted**

Region 4 Education Service Center
RFP Number 21-04
for Technology Solutions, Products and Services
January 15, 2021

Proposed Deviations

		Provider's standard terms and conditions, or such other terms as agreed upon by Region 4 ESC and the Cloud Service Provider ("Cloud Services Terms and Conditions"). Accordingly, it shall consider the Cloud Service Provider to be the contracting party and the Cloud Service Provider shall be the party responsible for providing the Cloud Services to Region 4 ESC and shall look solely to the Cloud Service Provider for any loss claims or damages arising from or related to the provision of such Cloud Services. On occasion, Contractor may be required by the Cloud Service Provider to execute a separate agreement (each a "Cloud Service Order") with Region 4 ESC, which will be provided to Region 4 ESC in advance of purchase. Region 4 ESC shall be solely responsible for reconstructing data (including but not limited to data located on disk files and memories) and software that may be lost damaged or corrupted during the performance of Cloud Services. CONTRACTOR IS HEREBY RELEASED AND SHALL CONTINUE TO BE RELEASED FROM ALL LIABILITY IN CONNECTION WITH THE LOSS, DAMAGE, OR CORRUPTION OF DATA AND SOFTWARE AND REGION 4 ESC ASSUMES ALL RISK OF LOSS, DAMAGE, OR CORRUPTION OF DATA AND SOFTWARE IN ANY WAY RELATED TO OR RESULTING FROM THE CLOUD SERVICES.	

Tab 2 – Products/Pricing

i. Offerors shall provide pricing based on a discount from a manufacturer's price list or catalog, or fixed price, or a combination of both with indefinite quantities. Prices listed will be used to establish the extent of a manufacturer's product lines, services, warranties, etc. that are available from Offeror and the pricing per item. Multiple percentage discounts are acceptable if, where different percentage discounts apply, they different percentages are specified. Additional pricing and/or discounts may be included. Products and services proposed are to be priced separately with all ineligible items identified. Offerors may elect to limit their proposals to any category or categories.

CDW•G offers our entire product catalog of over 1,000 manufacturers. Our pricing offer is a fixed percent discount off the CDW•G Advertised Price by product catalog as seen below:

CDW•G Product Tree Categories	Discount*
Accessories	6.75%
Power, Cooling & Racks	5.00%
Desktop Computers	3.00%
Data Storage/Drives	5.50%
Enterprise Storage	5.00%
Point of Sale/Data Capture	4.25%
Servers & Server Management	4.00%
Services (CDW Delivered)	0.00%
Notebook/Mobile Devices	2.50%
NetComm Products	5.50%
Carts and Furniture	5.00%
Printing & Document Scanning	3.00%
Services (Partner Delivered)	0.00%
Client Configure-to-Order	0.00%
Software	4.00%
Collaboration Hardware	4.25%
Video & Audio	3.50%
Cables	15.00%

*Discounts are taken from CDW•G National Advertised price. Our National Advertised price is benchmarked against current market demand as well as live pricing on our competitor's websites, which we adjust to remain competitive.

Note: Apple products are offered / allowed at 0.5% discount from National Advertised price, irrespective of category classification. However, CDW•G is not authorized to sell Apple to the K12 segment.

All information and documents hereby submitted in response to the Request for Proposal/Quote ("RFP/RFQ") furnished by Customer Name are the Proprietary and Confidential property of CDW Government LLC ("CDW•G").

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ii. Include an electronic copy of the catalog from which discount, or fixed price, is calculated. Electronic price lists must contain the following: (if applicable)

- Manufacturer part #
- Offeror's Part # (if different from manufacturer part #)
- Description
- Manufacturers Suggested List Price and Net Price
- Net price to Region 4 ESC (including freight)

Media submitted for price list must include the Offerors' company name, name of the solicitation, and date on a Flash Drive (i.e. Pin or Jump Drives).

iii. Is pricing available for all products and services?

CDW•G offers our entire product catalog, which includes hardware, software, and services exclusive of cloud-based software offerings which are available under another OMNIA Partners/ESC Region 4 Contract that we currently hold, #R171001 (Total Cloud Solutions).

iv. Describe lease/rental options available including financing information.

Members have access to a diverse portfolio of financial companies that can help them secure the leasing terms that best fit their specific needs and budget requirements. CDW•G offers 16 premier and preferred leasing partners, including Arrow Capital Solutions, Cisco Capital, Dell Financial Services, HP Financial Services, and VAR Technology Finance. While we always view

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our deep set of options as a boon to our customers, we also understand our customers and their IT departments might have better things to do than evaluate multiple leasing constructs to select the right one. CDW•G's approach to leasing and financing solutions mirrors our approach to technology solutions in this way: listen, advise, assist, and present the best options. Our account managers, as the trusted first point of contact, work with members to identify those options. This collaborative process includes the following specific steps:

1. An initial discovery session to understand member goals, requirements, and budget
2. An assessment review of members' existing environment and definition of project requirements
3. Detailed vendor evaluations, recommendations, future design, and proof of concept
4. Procurement, configuration, and deployment of the final solution

Our diverse portfolio offers Region 4 ESC members the option to lease virtually any IT product at favorable rates and terms. These options can be available on a per-deal-basis, or in many cases, as a primary billing option. If a member has a preferred leasing company that is not currently one of our 16 partners, the account manager can work with Region 4 ESC to explore the need to engage additional leasing partners.

Region 4 ESC members will also receive a value-added resource in CDW•G's Financial Solutions Team. This is an internal team of unbiased financing experts that work in conjunction with the account manager to align payment options with the Member's financial goals. For example, we know a recent trend for our education and government customers is to adopt mobile devices for their employees and students. However, recent research suggests IT managers believe they spend too much money and time managing devices, including ones that go unused when an end user transfers out of the agency. Our team can recommend an innovative solution for these customers through device-as-a-service (DaaS). While not a traditional leasing or financing option, DaaS satisfies many of those objectives, and includes warranty support, device management, real-time monitoring, and at the end of the lifecycle the devices will be available for reuse or recycling. Less knowledgeable, specialized resources may not consider an option such as this, or—shudder—even be aware it is an option.

Please note:

- Once the Region 4 ESC customer/member agrees to the proposal, the third-party Leasing Company produces a contract between themselves (lessor) and Region 4 ESC customer/member (lessee). CDW•G is not a party to the lease.
- CDW•G will provide leasing options when regulations permit.

v. Describe any shipping charges.

Contract pricing offered includes lowest ground freight option, delivered to the specific receiving point identified in the purchase order. Expediated freight, shipping to Hawaii or Alaska or special deliveries would be an additional cost or at the discretion of the dedicated account team and subject to review.

vi. Provide pricing for warranties on all products and services.

CDW•G offers our entire product catalog, which includes warranties available for goods. This is included in our Category discounts.

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vii. Describe any return and restocking fees.

Standard re-stocking fees are as follows:

- 30 Days after Invoice = 15% return fee
- 60 Days after Invoice = 30% return fee.
- Restricted manufacturers & items will incur a return fee Day 1 from invoice.

viii. Describe any additional discounts or rebates available. Additional discounts or rebates may be offered for large quantity orders, single ship to location, growth, annual spend, guaranteed quantity, etc.

Region 4 ESC prices and percentage off discounts listed in our proposal are the ceiling price at quantity one (1). It is our experience that few purchases are made for quantity one and that often we can share additional discounts with customers through our close relationships with key OEMs. It is through this practice, we encourage Region 4 ESC members to work directly with their dedicated account team for opportunities where volume is present to identify additional discounts which might be available.

ix. Describe how customers verify they are receiving Contract pricing. Describe payment methods offered.

Automated Contract Management System
Upon award, we will load the contract structure into our internal contract editor system which will then create a customer premium page with a distinct URL that will reflect the contracted price. If you need to make purchases on the Region 4 ESC contract, users can view contract specific pricing as they shop on Account Center. Your Account Center will automatically populate up-to-date contract pricing.

Program Management Oversight
The Region 4 ESC contract will be assigned to David White, your current Program Manager who will ensure contract deliverables are met as well as ensure the correct contract price is maintained.

CDW•G accepts payment through:

- Credit Cards* (American Express, Discover, MasterCard, Visa)
- Checks
- EDI
- EFT (Electronic Funds Transfer)
- Procurement Cards

x. Propose the frequency of updates to the Offeror's pricing structure. Describe any proposed indices to guide price adjustments. If offering a catalog contract with discounts by category, while changes in individual pricing may change, the category discounts should not change over the term of the Contract.

The category discount percentages will remain firm during the life of the contract.

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CDW•G processes a transaction every 3 seconds. This volume makes us the largest multi-brand IT provider, giving members the broadest look at market trends – especially pricing. We know quickly when our pricing needs to be adjusted to remain competitive, our Advertised Pricing combines the benefits of market-based pricing with those of a referenceable pricing structure. We choose to go above and beyond competitive market pricing for our customers by providing a competitive discount on our Nationally Advertised Price (NAP) index. We believe that by providing additional discounts off an already dynamic price index, the Region 4 ESC members will receive best value. Our NAP dynamically updates and scales in accordance with market trends, competitor pricing benchmarks, and savings from bulk purchasing and stocked inventory. Customers have clear insight to their pricing while maximizing additional savings beyond the market price.

xi. Describe how future product introductions will be priced and align with Contract pricing proposed.

As a leader in technology solutions, CDW•G's product portfolio continues to evolve with new products and new partners. As new items are entered into our product portfolio, they are classified into the current product category hierarchy, and will be assigned the discount percentage aligning to that specific category.

xii. Provide any additional information relevant to this section.

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Tab 3 – Performance Capability

i. Include a detailed response to Appendix D, Exhibit A, OMNIA Partners Response for National Cooperative Contract. Responses should highlight experience, demonstrate a strong national presence, describe how Offeror will educate its national sales force about the Contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners.

Please see Omnia Partners Documents (Appendix D) below.

ii. The successful Offeror will be required to sign Appendix D, Exhibit B, OMNIA Partners Administration Agreement prior to Contract award. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed exceptions to OMNIA Partners Administration Agreement on Appendix B, Terms and Conditions Acceptance Form.

Acknowledged
Please see **Appendix B - Terms and Conditions Acceptance Form**

iii. Include completed Appendix D, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance.

Please see **Attached Federal Funds Certifications (Appendix D, Exhibit F) and the New Jersey Business Compliance (Exhibit G)**

iv. Describe how Offeror responds to emergency orders.

Whenever a Region 4 ESC order requires expediting, it will be treated with priority. If an emergency arises, contact your dedicated Account Manager who will place the order and arrange for expedited delivery. Due to our very large inventory at our two distribution centers, it is very likely that we will have the product(s) needed for immediate shipping.

The most economical option is to utilize FedEx or UPS for overnight delivery for arrival by 10:30 AM the next morning (to most areas). However, FedEx and UPS are not available options for heavy weight shipments. It may be possible to expedite heavy weight shipments depending on the weight.

Because of CDW's large volume relationships with our OEM supplier partners, we are in a strong position to deliver products before other vendors are able to do so, even in the event of industry wide supply constraints. This has been the case throughout 2020 as we have worked with many K12 customers dealing with equipping students for remote learning scenarios in the midst of the coronavirus pandemic. We have successfully worked with many school districts, and in fact, entire states with statewide coordination, to provide emergency product supplies as fast as possible given market conditions.

For any priority rated order, please contact the designated program manager on record as early as possible.

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v. What is Offeror's average Fill Rate?

A key factor that differentiates CDW•G is our ability to deliver the right products right when you need them. We currently carry more than 100,000 top brand-name products from more than 1,000 leading manufacturers so we have the products you need, when you need them.

CDW•G has two state-of-the-art distribution centers: a 450,000-square-foot distribution center located at our headquarters in Vernon Hills, IL and a 513,000-square-foot distribution center located in North Las Vegas, NV. Our strategically located distribution centers allow us to ship your products to your U.S. location(s) quickly and cost-effectively. Also, our proximity to our principal distributors enables us to obtain competitively priced, non-stocked items for quick turnaround.

Region 4 ESC has access to our highly trained and certified technicians to custom-configure your systems to save you time and free up your IT resources. Products arrive ready to use out of the box, maximizing your employees' productivity. This physical warehouse model allows CDW•G to provide Region 4 ESC with the quickest order turnaround in the industry.

CDW•G's same-day fill rate varies between 97% and 99% for credit-approved orders with in-stock product. Same-day order fulfillment may be constrained due to the addition of configuration services and the complexity of those services.

vi. What is Offeror's average on time delivery rate? Describe Offeror's history of meeting the shipping and delivery timelines.

Our accuracy of products shipped is in the 97-99% range due to the number of checks and balances we have in the system. The delivery location is set at order entry so if the address is put in correctly it will be delivered as requested as long as the carrier delivers it as expected

vii. Describe Offeror's return and restocking policy.

CDW•G requires a Return Merchandise Authorization (RMA) number for all returned merchandise. Please contact your CDW•G Account Manager or Customer Relations at 866-SVC-4CDW or via email at customerrelationsreturns@cdw.com, to obtain a Return Merchandise Authorization (RMA) before shipping product back to CDW•G. This will expedite and help ensure the proper action or credit upon processing.

The following information is needed when requesting an RMA number:

- Customer number
- Invoice number
- Serial number
- Reason for return
- Action to take (replacement/repair/return/credit)
- Whether the box has been opened or is manufacturer sealed.

CDW•G's complete return policy can be found here: CDW•G Return Policy

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viii. Describe Offeror's ability to meet service and warranty needs beyond manufacturers standard.

In those instances where Region 4 ESC chooses the standard manufacturer warranty, the responsibility for warranty services on those items is with the manufacturer. To ensure manufacturer warranty expectations are met, CDW•G has defined escalation processes with our partners to ensure technical support is provided by the manufacturers according to the agreed upon SLAs. In those instances where CDW•G enhances the standard manufacturer warranty, we take responsibility for meeting SLAs and delivering the full customer experience

CDW•G does not manufacture products, but end user IT investments are covered by the manufacturer's standard warranty for all purchases. This means that terms of warranty coverage can and do vary with each OEM purchase. Details for each product warranty are on www.cdwg.com or available through your dedicated account manager. In our experience, most often the manufacturer coverage does just fine. But for those times where some added support is desired, CDW•G offers additional warranty coverage options for products whose standard warranty alone does not meet Region 4 ESC's needs. In order to understand all of our best-value options, we recommend that you work with your trusted account manager to navigate the options in our extensive catalog and determine the best fit warranty solution for each product and circumstance.

For example, CDW•G and most resellers offer a whole lot of different OEMs—we understand that's one of the features customers and cooperative agencies like best about doing business with large IT resellers. But a whole lot of different OEMs and a whole lot of different warranties could lead to a significant time investment for Region 4 ESC when left to manage this part of the technology lifecycle on their own. Imagine for a minute Region 4 ESC with small IT staff, is left to analyze and track dozens of programs and expirations to gain the most value from their portfolio of warranties. In these instances, CDW•G can offer Maintenance Contracts to simplify warranty coverage so you aren't bogged down with a collection of warranties from different manufacturers for different lengths of time and each with a different end date. Maintenance Contracts are an easily manageable service contract that covers all IT equipment, regardless of manufacturer, with just one expiration date and a single point of contact for repairs.

ix. Describe Offeror's customer fulfillment process

The order fulfillment process begins when a batch of orders are systematically released and sorted according to type and priority; for example, split-case picks, full-case picks, oversized picks, and install picks. Our ISO-certified order fulfillment procedures and requirements meet rigorous industry standards to ensure that your order is shipped quickly and accurately. Overnight and Configurations-Priority orders receive processing priority during order fulfillment.

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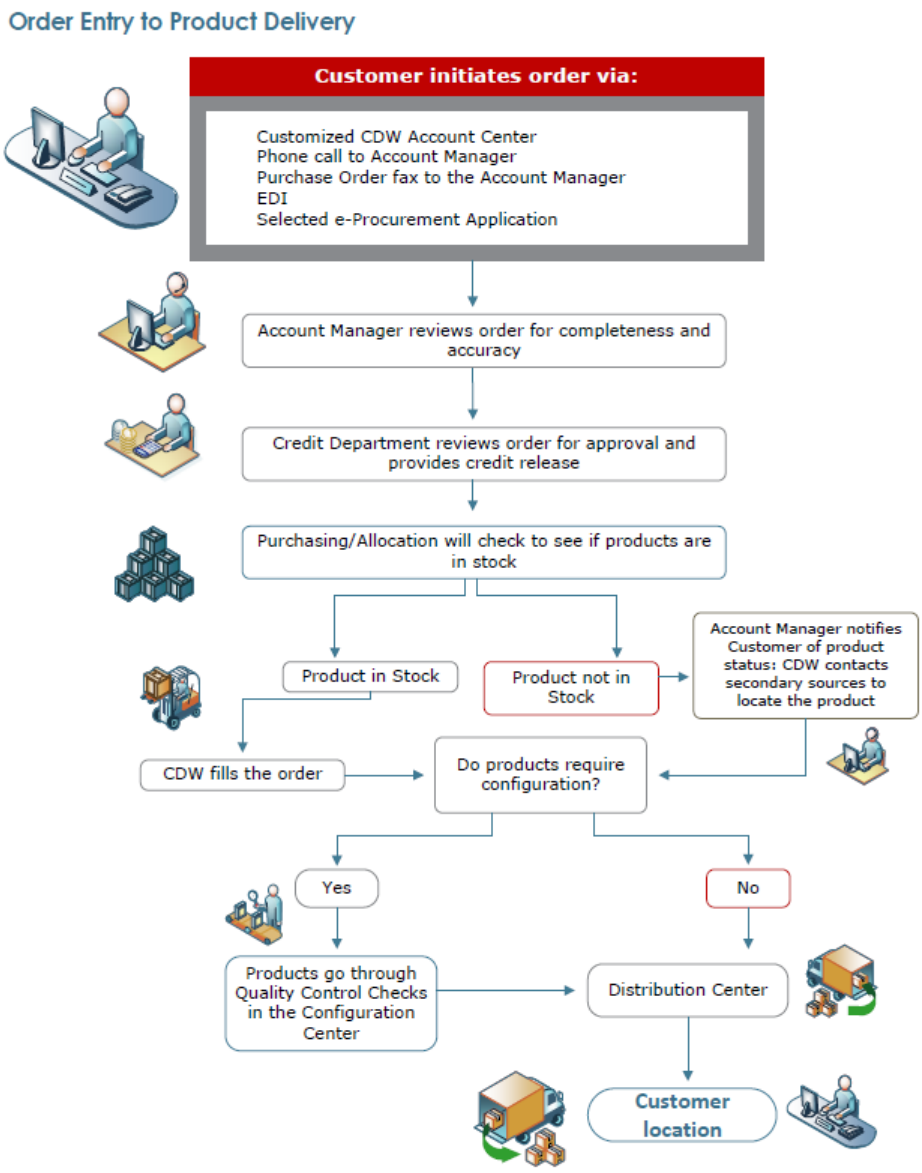
Extendable conveyors move in and out of trailers, bringing product directly to the current loading position and optimizing the number of people needed to load a trailer. CDW has an agreement with UPS for direct lane shipping and will pre-sort packages into trailers that go directly to a sorting hub closer to the end-destination. This reduces overall processing and travel time to increase our 2-day delivery footprint.

Most orders are picked using radio frequency scanners, or voice picking headsets to identify the product necessary for the shipment and direct the coworker to the proper location. The product UPC is scanned to verify quality and serial numbers are captured via a barcode scan. Smaller items are picked directly into CDW branded boxes or padded envelopes, with automation for the carton assembly and shipping label application. Larger items are placed onto the conveyor where the entire carton goes through a scan tunnel to review all barcodes and then shipping labels are automatically applied. The largest items are picked in a similar manner via forklift; coworkers are directed to the location, the product is scanned for quality, and then the product is taken to a printing station to receive the shipping labels.



x. Describe Offeror's customer service/problem resolution process. Include hours of operation, number of services, etc.

CDW•G has customer relations representatives who are available to resolve post-sales inquiries from 7:00 a.m. until 9:00 p.m. CT, Monday through Friday.

We service customers through phone support, email, and live chat. You will be able to contact our customer relations staff directly or you can go through your Account Manager to resolve problems. The

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customer relations staff tracks lost packages, submits claims to carriers, handles Return Merchandise Authorizations (RMAs), and sends out replacements for damaged or defective products.

Excellence in customer service is a top priority for CDW•G. We have many quality controls and metrics in place to ensure high quality standards across the organization. We track and monitor a variety of service metrics and ratios daily to ensure that we provide continuous, high-quality customer service. We make adjustments and evaluate process changes as needed when we see high volumes for particular types of issues.

Each customer relations representative completes a 6-8 week training program upon hire, ensuring quality and consistency across our department. We look for candidates with customer service experience and a dedicated trainer provides individual and group training. We offer career paths within our department, helping us retain talent and experience.

Customer Support Hours
Customers can contact customer relations, technical support and site support via phone, e-mail and online chat from Monday through Friday during the following hours.

Customer Relations:
phone and email M-F from 7am to 9pm CT
online chat M-F from 7am to 6pm CT

Technical Support:
phone and email M–F from 7am to 6pm CT
online chat M-F 7am to 7pm CT

Site Support:
phone and email M-Th from 7am to 6pm
online chat M-F from 7am to 7pm CT

xi. Describe Offeror's invoicing process. Include payment terms and acceptable methods of payments. Offerors shall describe any associated fees pertaining to credit cards/p-cards.

An invoice will be mailed the day after the product(s) is shipped out of one of our distribution centers. Or, a customer can request that invoices be sent via PDF instead. The PDF would be sent the same day that the invoice is generated in the system. When a product is drop shipped from a vendor, CDW•G will invoice the customer once we receive the invoice from the vendor. Copies of original invoices can be printed via your CDW•G Account Center. If there are ever any questions with regards to an invoice, you should contact your Account Manager so the situation can be resolved in a timely manner.

CDW•G now has the capability to send .PDF invoices via email to customers, an important environmentally responsible initiative that Region 4 ESC may want to support. If Region 4 ESC would like to receive invoices as a .PDF attachment via email, please contact your CDW Account Manager to initiate this change.

CDW•G's standard payment terms are net 30 days from the date the invoice is issued.

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xii. Describe Offeror's contract implementation/customer transition plan.

With experience managing thousands of contracts in the public space, CDW•G has a robust agreement management process, known as Contract Launch and Acceleration, to execute Region 4 ESC's requirements, successfully transition the current contract iteration to the new agreement, ensuring a seamless experience for Region 4 ESC. The six pillars of Contract Launch—Pre-Award, Intake, Setup & Compliance, Education, Performance Tracking, and Growth—ensure awarded contracts are thoughtfully and responsibly shepherded through the full contract lifecycle by a cohesive, multidisciplinary team.

CDW•G and our marketing team are very familiar with Region 4 ESC and the OMNIA Brand as a current contract holder. Upon award of the new contract, CDW•G will transition customers using the current contract to the new contract. After contract launch, we can add any new customer who requests being added to the contract by linking them to the new contract within 5 business days of request.

Pre-Award Activities

Contract Launch begins prior to a contract award by building a plan and corresponding activities in parallel to the response submission. As part of CDW•G's Contract Launch process, the following pre-award activities are currently underway:

- Members of Contract Launch Pre-Award (PA) Workstream will reach out to Region 4 ESC that have signed an Intent to Participate to understand any unique requirements. Information will be updated in CDW•G s proprietary customer account database in preparation for a PA.
- Detailed internal workflow with names, roles and responsibilities for the complete PA lifecycle. To avoid bottlenecks or single points of failure, each PA will have a designated owner to shepherd it successfully through the negotiation and execution process.
- Create and test a PA toolkit to enable all users that touch the internal PA execution process
- Using historical and existing PA data, we have developed a list of Purchasing Entities that need to be contacted to begin the contract transition process
- Additional resources across Strategic Programs and Sales have been identified and will be trained to support the expeditious execution of an influx of PAs.

Launch and Acceleration Activities

CDW•G's launch plan is already underway. Region 4 ESC can be confident in our ability to deliver timely solutions and support through this transitionary period.

The State Contract Launch & Acceleration	
Pre-Award	**Project Plan:** A list of tasks and responsible parties (Contract Champions) will be clearly identified and assigned ownership for Launch and Marketing activities. .
	Initial Review: Contract Champions review documented CDW•G contract deliverables with to ensure we are familiar with and committed to deliverables and expectations.
	Partnership Alignment: Align with strategic Partners to make them aware of the new contract iteration highpoints and expectations.
Intake	**Master Agreement Execution:** Upon award, CDW•G will initiate the execution of the contract with Region 4 ESC to create a smooth transition from current agreement to the new contract.

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Set-up & Compliance	**Contract Kick-off:** A kick off call will be established in concert with Region 4 ESC's stakeholders to review contract launch activities and introduce the core CDW•G/Region 4 ESC team. We will provide written timelines and summaries, in advance of calls.
	Pricing: Set up pricing in our contract management system and ensure compliance with agreed structure. Conduct Quality Control and confirm pricing is correctly populating to online portal and Purchasing Entity online accounts.
	Stretch and Piggyback Agreements.: CDW-G will contact each entity with whom we currently have a Stretch or Piggyback Agreement based on the existing contract R160201. We will determine whether there is a mutual interest in continuing the Stretch/Piggyback under the new contract; and if so, take steps to modify or create a new agreement as needed to address the individual circumstances.
	Contract Fees: Work with program management and finance teams to ensure proper set up for contract fee payments
	Custom Premium Page: Create landing page with contract details and confirm acceptability of the website format and data with Region 4 ESC.
Education	**Contract Wiki:** Develop a dedicated Wiki Page for Region 4 ESC to highlight contract requirements, eligibility, support structure for Sellers, limitations and exclusions and any other relevant information.
	Contract Announcement: Region 4 ESC's dedicated Program Manager will issue an announcement to all CDW•G sales team notifying them of the contract award and providing relevant information and resources.
	Contract Focused Training: Educate the sellers and other supporting roles on contract nuances, usage and compliance. Create virtual training modules in conjunction with live training to help Sellers drive the correct engagements with Purchasing Entities.
	Seller/Customer Awareness: Customer outreach collateral and notices including contract details and information will be created and distributed to Purchasing Entities to inform them of the contract award and get feedback on their specific needs.
Performance Tracking	**Reporting:** Establish contracting requirements and cadence for all Purchasing Entities.
	Customer Surveys: Develop customer satisfaction survey and implement remediation plan(s) for any identified performance lapses.
Growth	**Contract Strategy:** Align with Region 4 ESC's goals and build strategies to drive Purchasing Entity adoption and utilization through CDW•G.
	Marketing: The Program Management and Capture teams will align with CDW•G Sales, Marketing, and the State to build mutually agreed upon Marketing material to be distributed to Eligible Entities; Ensure collateral is compliant with contract requirements.
	Quarterly Contract Reviews: Meet quarterly with Region 4 ESC to review contract sales and observed trends.
	Annual Business Review: Meet with Region 4 ESC to review usage and discuss possible revisions of the categorization of Publishers based upon actual sales volume, and to discuss any service concerns, industry trends, and the effectiveness of the contract.
	Accelerate Contract Utilization: Prioritize entities which are either new to Contract as well as laser-focus on entities with established partnership with CDW•G.

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xiii. Describe the financial condition of Offeror.

Stability of CDW
CDW•G is a Fortune 500 company that is not only local, but also on firm financial ground. Leveraging our size and partner capital empowers us to effectively operate as our customers' advocate when it matters. And, if history is any indicator, it matters often. In a time of global unrest and economic uncertainty, CDW•G is the partner that will be here tomorrow. We are the partner that is not only financially stable, but also operates with heart and integrity.

Ability to Adapt/Agility
Our longevity and stability also play an important role in helping customers navigate through unpredictable and difficult circumstances. Many vendors can state how they helped a customer successfully achieve IT objectives, but far less have the wherewithal and the integrity to guide customers through unprecedented economic and global crises. This is because these efforts often involve significant time, expense, and resources on behalf of the vendor. However, our dedication to our customers transcends any short-term losses. When we invest in a customer, it is for the long haul. We understand that how we deal with adversity impacts how and when we succeed.

We are relentlessly devoted to helping our customers meet the challenges related to resolving their technology needs. One way we achieve this is through our agility in adapting to the unexpected, such as during the earliest stages of the COVID-19 crisis. Because CDW plays a critical role in continuing to supply IT products and services to our customers, we prioritized a strategic response that would ensure our customers' needs were met in the face of a significant strain on the global supply chain. We worked closely with our manufacturer partners to identify product recommendations based on projected availability. At the same time, we maintained focus on the wellbeing our communities and helping our customers navigate a rapidly changing environment.

Additionally, we have implemented stringent safety measures in our distribution centers in order to maintain business continuity while prioritizing the well-being of our coworkers. Due to our having two distribution centers in different portions of the country, we are able to maintain our supply chain in the event one of those centers goes down for any reason.

xiv. Provide a website link in order to review website ease of use, availability, and capabilities related to ordering, returns and reporting. Describe the website's capabilities and functionality.

The following link is an example of what your website will be capable of: www.cdwg.com/esc4

Account Center Overview
Region 4 ESC will have its own Account Center that is available to users 24 hours per day, seven days a week. This value-added tool makes working with CDW•G easy, convenient and efficient. We have been the pioneers in tapping the power of the web and we continue to develop enhancements based on customer feedback.

Our extensive suite of online tools, provided to Region 4 ESC at no additional cost, allow you to:

- Streamline the ordering process
- Facilitate product standardization
- Create bundles for easy reordering
- Automate purchase approvals and control rogue purchasing
- Communicate standards to all users
- Maintain customized catalog(s)

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- Reduce time spent researching and purchasing IT products
- Maintain consistent pricing across the organization
- Create quotes right from your shopping cart
- Provide up-to-date order and delivery status including backorders
- Track purchases by each subsidiary and affiliate
- Simplify software licensing and ensure compliance that minimizes costly fees
- Track your IT assets across your organization
- Provide flexible reporting capabilities using pivot table technology
- Track up to three years of purchase history
- Upload reports in SLT format.
- Download reports in Excel or CSV formats.
- Access online chat support

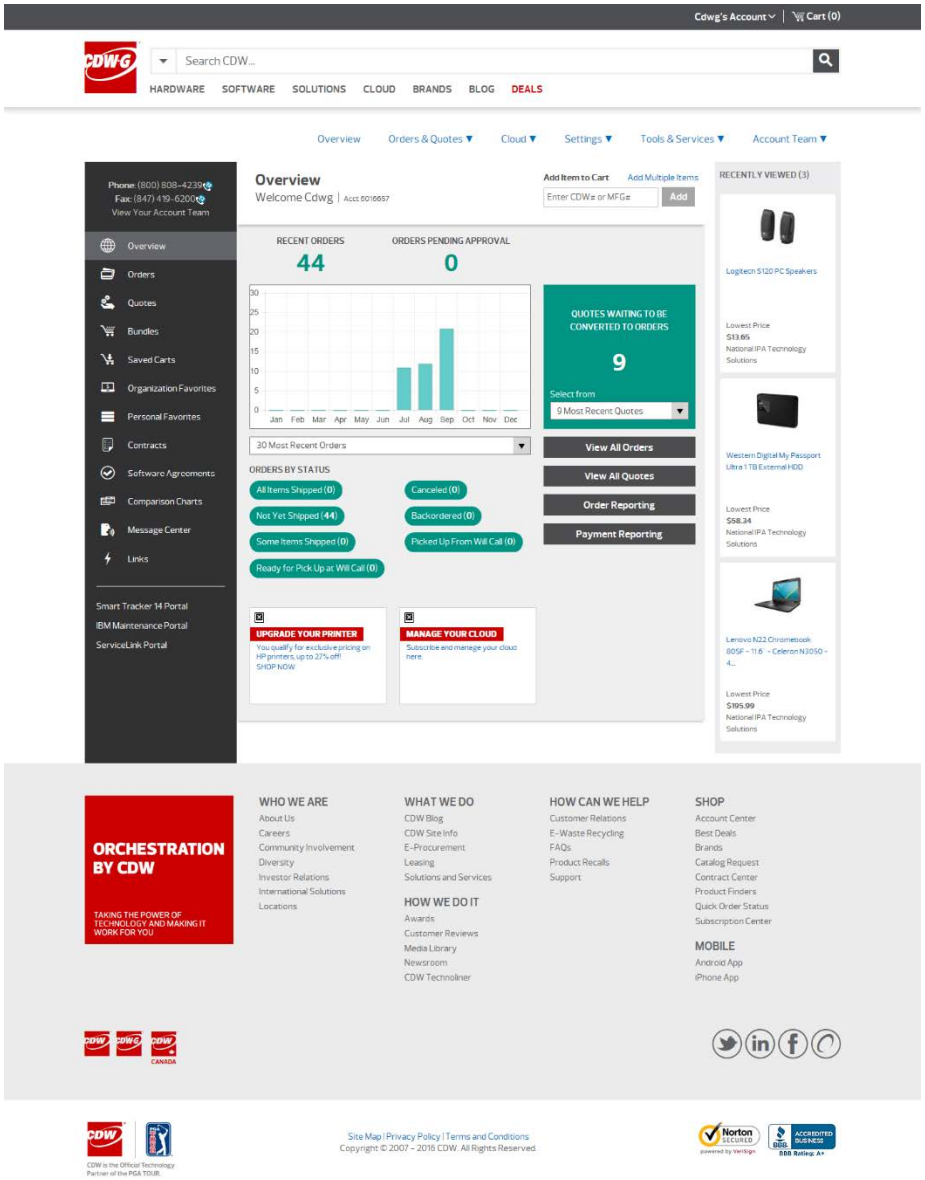
Website Advantages

Our web capabilities provide an extra level of convenience, customization and efficiency for Region 4 ESC. Your Account Center brings you:

Speed — Region 4 ESC folks can research, purchase and track technology easier and faster than ever. CDW•G makes the buying process simple and more efficient. With one click, you and authorized colleagues can procure the best solutions your need at the best price from one of the industry's largest inventories of brand-name products.

Reporting — As a rich source of detail on purchase history, license agreements and asset tracking, CDW•G lightens the burden of generating reports. Your Account Center is a productivity-enhancing tool, giving you the exact detail you require whenever you need it. You can also download reports into a variety of formats, including Microsoft Excel, CSV and tab-delimited files. We bring you dynamic reporting for the information you need, when you need it, via your Account Center.

The value-added benefit of your Account Center is that you can better manage data and information that will allow you to make more cost-effective decisions. Your Account



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Center also reduces the administrative and purchasing costs involved in procurement.

Account Center Features:

Account Linking — View, Place and Track Orders from Multiple Addresses

Account Linking lets you view, place and track orders according to their bill-to addresses. A single log-in gives authorized users a way to efficiently access their order status from across the enterprise while placing and tracking orders by address and location.

Account Team — Access Expert Support with a Personal Touch

Your Account Center allows you to work directly with your dedicated Account Manager and sales team as well as customer service professionals and certified technicians during every step of the purchasing cycle. Your Account Center lets you see pictures of your Account Team, view their contact information and check their availability in and out of the office.

Asset Management — Follow Asset-Tagged Hardware Throughout Your Company

Your Account Center provides an online asset management tool to track your asset tagged products. You can search by serial number, order number, or location. You can even create your own custom fields and add or enter products purchased from other vendors. This feature also allows you to modify your records to reflect the transfer of equipment from one location to another--a real plus for companies, like Region ESC, with multiple locations. Asset Management then lets you create and download a detailed report of your company's hardware assets.

Company Solutions — Compare and Buy Single or Bundled Products with One Click

This capability lets you customize your Account Center home page to show the products and configurations Region 4 ESC uses and streamline standard product orders. You can choose a variety of formats in which to view products individually, in bundles, by manufacturer or even in side-by-side comparisons. By grouping products into bundles, there's no guesswork when making repeat purchases on Region 4 ESC standardized solutions. You save hours having to conduct multiple steps, when you can simply send a bundle right to your shopping cart and check. Your Account Center also lets you perform quick product searches and "comparison shop" by viewing side-by-side, detailed product descriptions before you even place an order. This takes the hassle out of downloading data from multiple manufacturer websites.

Contract Pricing — View Negotiated Contracts in Real-Time, Receive Bids Quickly

If you need to make purchases based on a negotiated contract, your Account Center Website lets you search your approved contracts online. Region 4 ESC users can view all eligible contract pricing as they shop. Your Account Center will automatically provide you with your special pre-qualified pricing and discounts on tens of thousands of products. Authorized users can access contract and/or special pricing in real-time, as the site is constantly updated to reflect the latest status. Buyers from any location can view approved contract pricing to ensure this pricing structure holds true throughout the entire organization.

Order Center — Track Order Status and Purchase History Instantly

This feature offers a full breadth of tools to track your order status, leases, purchasing history and financing options. Original invoices can be printed and you can view outstanding balances and invoices, credits, adjustments and/or payments. You can download your purchasing history in preferred time increments (such as month-to-date, last six months, prior year, etc.) in any number of formats. The system lets you automatically save this data in your spreadsheet or database applications. You can readily search your order, get your tracking number, check shipping status and request a Return Merchandise Authorization (RMA).

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Online Quotes — Create, Review and Place Orders in Minutes

You can review a quote online just moments after it is created by your Account Manager. Then it can be printed, forwarded to colleagues or managers for pre-authorization or converted to a live order. This feature also lets you create your own quote right from your shopping cart, in addition to viewing contracts, volume and bid pricing online.

Purchasing Authorization System (PAS) — Streamline Purchasing Approvals

Your Account Center also automates your approval process. The Purchasing Authorization System (PAS) enables you to restrict your employees' purchasing power and to automate required approvals before any order is placed. PAS bypasses the laborious step of having your purchasing administrator personally place each order. This process allows for multiple levels of approval, as well as multiple approval systems which can all function independently for the departments and locations involved with Region 4 ESC's procurement process. This system also allows for reporting that is specific to orders which have moved through the requisition process setup through PAS. All reporting is as dynamic and editable as the other tools on your Account Center.

Catalogs and Custom Catalogs – Limit Product Purchase Rights

Each Region 4 ESC catalog contains a name and a description; they are displayed by product category and show both CDW•G and manufacturer part numbers. There is a drop-down listing on the product search drill-down pages when you conduct a Department Search from the main page, or use the type in search feature on the top right side of the main site banner for your Account Center

The catalog feature allows you to create customized catalogs. Customized catalogs can be used to limit the purchasing ability of your end-users according to Purchase History, Corporate Solutions, Contract(s), Manufacturer Part Number, the CDW•G EDC, and through the Search function. The same engine and keywords which drive the Search Engine are also available for you to search for product. This allows you to refine items listed before making them a part of your custom catalog for one or multiple users. These rules can be used to add product to a catalog or exclude items from one as well. Once applied to a group or PAS workflow, they can really help control the spending habits of your end users and help keep your IT budget on only those items you have selected and approved.

Product Finders — Easily Find the Right Accessories and Supplies

Account Center and CDW•G.com now offer Product Finders to make it even easier to find supplies for printers, fax machines, copiers, multi-functions and other devices. Region 4 ESC can also search for desktops and notebooks. Product finders guide you to the technology solutions that fit your needs and will even help find information for discontinued models. These Finders were designed to ensure compatibility for product categories including cables, desktops, ink and toner, memory, notebooks, power protection and cases and bags.

xv. Describe the Offeror's safety record.

CDW's safety mission statement: To provide the safest and most secure environment possible for CDW coworkers without hindering their creativity and productivity, enabling our customers to receive their product quicker, more efficiently, and with the highest quality possible.

CDW-G has taken a very serious and considered approach to the current coronavirus pandemic, in compliance with all state and local guidance governing the facilities where we operate

COVID-19 Response

In order to manage events such as the COVID-19 outbreak, appropriate response teams were created and consist of an Emergency Response Team (onsite management), a Business Continuity Team (IT,

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Facilities, Coworker Services & Security/Safety) and a Crisis Management Team (EC members). All three teams work closely with one another to ensure the safety of our coworkers is first and foremost during any infectious disease incident. Some of the tasks they follow include but are not limited to:

- Cleaning and sanitizing work areas
- Providing remote access for those coworkers unable to come to work, but are able to work from home
- Providing hand sanitizers at entrances and restroom areas
- Providing hygiene reminder posters in break room and restroom areas
- Communicating with coworkers through email or meetings
- Recommending social distancing
- Providing a COVID-19 web site externally for our partners and coworkers, as well as on the CDW•G intranet with facts and information, updated regularly
- Working closely with health care providers, CDC, and the government for the latest information on vaccinations
- Because we value the safety of our customers and partners our coworkers were trained on the appropriate measures to take in order to safely engage in-person customer meetings

CDW•G is concerned about any infectious disease outbreak and is dedicated to its coworkers, customers, and partners for having an adequate response plan.

We have a continually updated response to COVID-19 posted to our website for all our customers and partners: https://www.cdw.com/content/cdw/en/updates/cdw-response-to-covid-19.html

CDW•G has also posted a number of valuable links to help coworkers keep up with the latest information regarding COVID-19 and other infectious diseases. Documents on FAQs, partner updates, health and safety fact sheets, emotional health resources, customer engagement, work from home resources are all provided on the CDW•G intranet.

Maintaining a Safe Work Environment

CDW strives to maintain a working environment, which provides for the safety and well-being of our coworkers, visitors, and surrounding community. CDW is also committed to comply with health and safety standards, which apply to its operations and activities. To meet these goals, a number of occupational health and safety programs and procedures have been developed and implemented. Collectively, these programs represent CDW's efforts to minimize occupational injuries and illnesses, to protect environmental property and to reduce liability.

Regulations require that a comprehensive "Injury and Illness Prevention Program" be prepared and implemented. The CDW approach to preparing such a program has been to incorporate, to the degree practicable, existing hazard control programs and procedures.

The regulation requires specific program elements, including the designation of a responsible person and identification of a system for:

- Communicating with coworkers on matters concerning safety and health;
- Identifying, evaluating and reducing workplace hazards;
- Implementing procedures for injury / illness investigation;
- Mitigating hazards in the workplace;
- Training coworkers; and
- Maintaining records

A comprehensive Injury and Illness Prevention Program (hereafter referred to as IIPP) has been prepared by the Global Security Safety and Business Continuity (GSSBC) Department for implementation at CDW. The CDW IIPP was designed to specifically address the regulatory

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requirements outlined above, and to function as an “umbrella” program which incorporates the elements of other occupational hazard control programs and procedures (e.g., Hazard Communication Program, Blood borne Pathogen Program, Lockout / Tagout Plan, etc.) It can be readily modified to integrate new or revised health and safety programs, including procedures required by new, pending or future legislation.

CDW also follows an Accident Investigation Procedure: The manager at the location where the accident occurred will perform an accident investigation. The safety administrator is responsible for seeing that the accident investigation reports are being filled out completely, and that the recommendations are being addressed.
Managers will investigate all accidents, injuries, and occupational diseases using the following investigation procedures:

- Implement temporary control measures to prevent any further injuries.
- Review the equipment, operations and processes to gain an understanding of the accident.
- If the coworker requires medical treatment, ensure that they are treated and submit to a drug screen.
- Identify and interview each witness who might provide clues to the accident’s causes.
- Investigate causal conditions, unsafe acts and make conclusions based on existing facts.
- Complete a Safety Incident Report.
- Provide recommendations for corrective actions and indicate the need for additional safety training.

Accident investigation reports must be submitted to the Coworker Services Department within 24 hours of the accident.

CDW•G has not received any OSHA citations in the last 5 years.

xvi. Provide any additional information relevant to this section.

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Omnia Partners Documents (Appendix D)

Supplier Response (3.0)

Supplier must supply the following information in order for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

Company (3.1)

A. Brief history and description of Supplier to include experience providing similar products and services.

CDW is a leading multi-brand technology solutions provider to business, government, education and healthcare organizations in the United States, the United Kingdom and Canada. A Fortune 500 company with multi-national capabilities, CDW was founded in 1984 and employs more than 10,000 coworkers. We have an expansive network of offices near major cities and a large team of field coworkers across the United States.

Our broad array of offerings ranges from discrete hardware and software products to integrated IT solutions such as mobility, security, data center optimization, cloud computing, virtualization and collaboration. We are technology "agnostic," with a product portfolio that includes more than 100,000 products from more than 1,000 brands. We provide our products and solutions through our sales and service delivery teams, consisting of nearly 6,000 customer-facing coworkers, including more than 2,000 field sellers, highly skilled technology specialists and advanced service delivery engineers.

CDW debuted on the Fortune 500 in 2001, at No. 435. CDW's rise in the rankings highlights its sustainable, profitable growth over the years, from $4 billion in sales in 2001 to over $18 billion in 2019. CDW now ranks at number 178 on the FORTUNE 500 list for 2020. CDW ranks at No. 5 on CRN's 2020 Solution Provider 500 list.

CDW Government LLC is the wholly-owned subsidiary of CDW LLC. Our customer base is quite diverse, ranging from state and local government, federal, healthcare, K-12 and higher education.

B. Total number and location of sales persons employed by Supplier.

CDW currently employs 10,100 coworkers, which are located in offices, remote locations (such as at home), and in the field. Our offices are located throughout the US, UK, and Canada. In the United States there are 26 offices.

C. Number and location of support centers (if applicable) and location of corporate office.

CDW has 26 offices (please see the map above).
The location of our corporate office is: 230 North Milwaukee Avenue in Vernon Hills, Illinois.

D. Annual sales for the three previous fiscal years.

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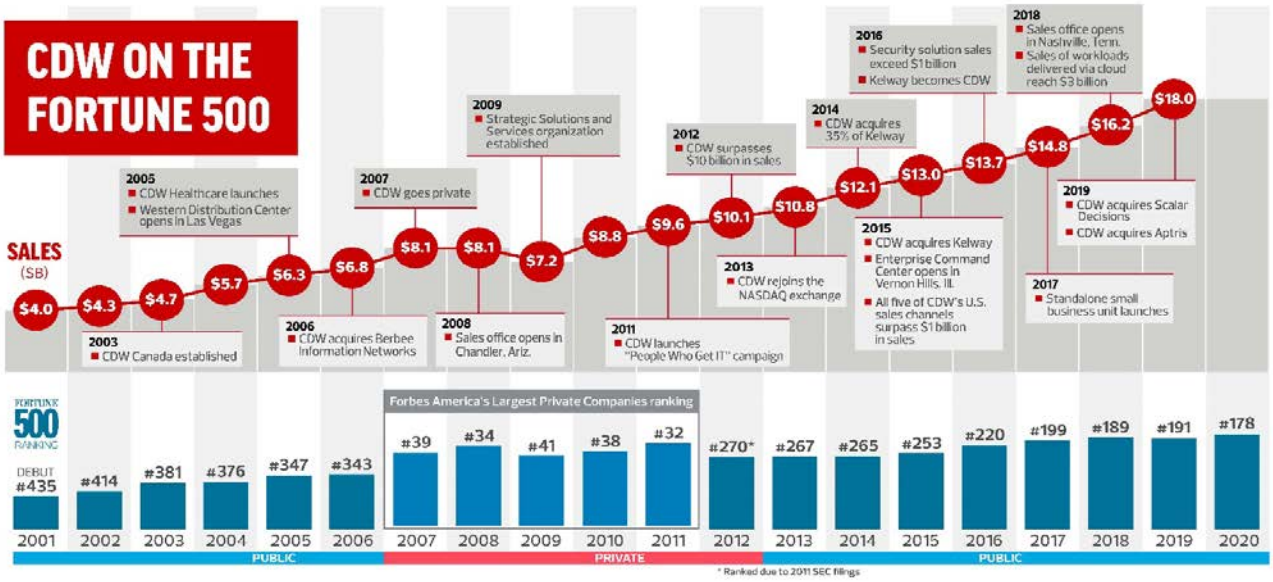
As you can see from the graph below, CDW•G has realized consistent growth since 2001. Our sales for the last three years are as follows:

- 2017 - $14.8B
- 2018 - $16.2B
- 2019 - $18.0B



a. Submit FEIN and Dunn & Bradstreet report.

Unfortunately, we cannot supply a Dun & Bradstreet report as it violates our contract with the company. OMNIA is able, alternately, to obtain a report for CDW•G from Dun & Bradstreet.

E. Describe any green or environmental initiatives or policies.

We reuse, reduce, and recycle wherever possible and both our warehouses are certified by the ISO 14001:2015 Environmental Management System standard. The certification proves that we use 100% recyclable packing material for all our products, and that we set and achieve continual goals regarding the reduction of environmental impact. CDW holds BREEAM certification, too, which relates to the use of light dimming features, solar panels, and rain harvesting at CDW facilities. As well, we offer access to a Print Relief Program that helps our customers save forests by measuring paper consumption and automatically reforesting a company's footprint. Finally, our carriers that deliver products to customers participate in the SmartWay Transport program. This program helps our customers like OMNIA Partners measure, benchmark, and improve freight transportation efficiency.

CDW's Environmental Responsibility

CDW has long been conscious of our impact on the environment especially regarding our energy consumption, and we have taken significant steps to effectively manage our consumption of resources and lessen our environmental impact.

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ISO 14001:2015 Certification

CDW has achieved certification to the ISO 14001:2015 Environmental Management System (EMS) standard. The certification has been awarded to CDW's Vernon Hills, IL and Las Vegas, NV distribution centers and attached offices. CDW's distribution centers use 100% recyclable packing material and shipping containers that also provide maximum protection for your IT assets. As part of our EMS, we conduct in-depth internal audits and self-assessments to support continual improvement. We review our significant environmental impacts each year and set targets to reduce them.

EPA Green Power Partnerships

CDW participates in the United States Environmental Protection Agency's Green Power Partnership program.

beGREEN Program

CDW implemented a formal beGREEN program to foster a culture of environmental responsibility that encourages coworkers to reduce, reuse and recycle. CDW has recycling programs for paper, aluminum, glass, plastic, corrugate, batteries and wooden pallets. Our dedicated beGREEN staff continually looks for more ways to be environmentally responsible.

For more information on the beGreen program or CDW's sustainability efforts, please email beGreen@cdw.com.

Please see **Attachment A – Our Commitment to the Environment**

F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

CDW•G Supplier Diversity program goals are to increase procurement opportunities for direct and indirect spending with small, minority-owned, women-owned, veteran-owned, disabled-owned and other small, disadvantaged businesses. The CDW•G philosophy on diversity extends beyond our coworkers, the customers we serve, and the communities we live in to include our valued supplier partnerships. Our commitment to strategically partner with qualified businesses enables CDW•G to continue to provide the best customer experience, while contributing to economic growth in diverse communities.

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Since 2007, CDW has been utilizing a vast national network of diverse OEMs, distributors, and service provider partners. Last year alone, we spent more than two billion dollars on subcontracts with our small and diverse partners that serve CDW customers like UC and OMNIA. These suppliers help our customers meet their diverse goals and needs.

- We currently feature over 1,100 diverse suppliers.
- In 2019, CDW became a member of the Billion Dollar Roundtable, joining an exclusive group of U.S.-based companies that have procured more than $1 billion annually from minority- and women-owned businesses on a Tier-I basis.

CDW•G is continuously developing other MBE/WBE and SDVOB partnerships to meet customers' needs. These relationships include but are not limited to product manufacturers, distributors, and service providers nationwide who support direct (Tier 1) and indirect (Tier 2) fulfilment through presales and service engagements. We recruit disadvantaged partners locally and regionally, since customer spending goals are tied to their local laws and usually require the partner to be certified within their city or state. These various engagement models allow participating agencies the choice to engage with the diverse partner that suits their technology needs and where the diverse partner's business is best suited to provide support in the sales cycle. In this way, we differentiate ourselves from our competitors. We realize that each customer has unique targets that require a thoughtful and dynamic approach to strategic sourcing. Our Supplier Diversity program offers a broad and robust partner network to achieve this. Utilizing MWBE partners is part of CDW•G's business strategy. Pricing should not be affected for OMNIA partner members using diverse suppliers on the proposed contract.

The following are just a few ways that CDW•G can support OMNIA Partners members in meeting their diverse supplier goals:

1. Educate users on CDW•G's supplier diversity program and how to initiate a planning session.
2. Conduct customer-focused planning sessions with CDW•G Account Manager and supplier diversity program representative.
3. Utilize information gathered from planning sessions to develop custom plans to achieve customer goals around supplier diversity.
4. Perform ongoing engagement to adjust plans as necessary.

For more information on our supplier diversity program please see **Attachment B - Supplier Diversity Economic Impact 2019.**

In order to access our diverse supplier network, participating OMNIA Member agencies would reach out to their assigned CDW•G account representative.

G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:

a. Minority Women Business Enterprise

☐ Yes ☒ No

If yes, list certifying agency: _____

b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)

☐ Yes ☒ No

If yes, list certifying agency: _____

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c. Historically Underutilized Business (HUB)

☐ Yes ☒ No

If yes, list certifying agency: _____

d. Historically Underutilized Business Zone Enterprise (HUBZone)

☐ Yes ☒ No

If yes, list certifying agency: _____

e. Other recognized diversity certificate holder

☐ Yes ☒ No

If yes, list certifying agency: _____

H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

CDW•G provides a unique combination of both in-house resources and outsourced services from qualified subcontractors to assist with projects across a wide range of technologies and solutions. Whether members are looking for imaging, managed services, software migrations, maintenance or onsite installations, CDW•G can provide Region 4 ESC with the best possible resources to ensure maximum satisfaction and to save Region 4 ESC both time and money.

Commitment to Diversity

At the heart of every diverse business program is the drive to foster inclusivity for diverse communities and drive local economic growth. It's a government's commitment to strengthen civic engagement and level the playing field. CDW supports this effort, too. We launched our Supplier Diversity program in 2007 and have continued to increase our positive impact on diverse businesses since the program's inception.

In 2019, CDW became a member of the Billion Dollar Roundtable (BDR), joining an exclusive group of U.S.-based companies that have procured more than $1 billion annually from minority- and women-owned businesses on a first-tier basis.

CDW not being a diverse prime has the privilege, opportunity and responsibility to partner with diverse suppliers and bring them with us to every opportunity. Just like our customers, their procurement practices, and technology in general, our Supplier Diversity program is adaptive in order to accommodate the unique and changing needs of our customers. To bolster our support of any Region 4 ESC MWBE goals, CDW endeavors to work with our supplier diversity team and local partners to explore ways to grow our MWBE network.

Another important aspect of the CDW Supplier Diversity program is our support and participation in various organizations and events focused on developing relationships and business opportunities within diverse communities.

CDW is a National Corporate Member of the National Minority Supplier Development Council, Inc. and The Women's Business Enterprise National Council. CDW supports other organizations, as well, which include:

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- Chicago Minority Business Development Council, Inc.
- Women's Business Development Center of Chicago
- Minority Business Development Agency of Chicago
- National Veteran Owned Business Association
- National Gay & Lesbian Chamber of Commerce

Not only does CDW contribute financially to these organizations, we also engage on advisory councils, attend and host events, and provide resources to support the organizations' focus on continued growth and success.

I. Describe how supplier differentiates itself from its competitors.

Technology requires more than fulfillment – it warrants a vendor that provides superior products and a high-quality customer experience. A major priority in our IT initiatives is flexible, adaptive technology that can promote user needs in a secure fashion. It's not enough to provide customers with access to product they want in a quick and efficient manner. Procurement officers need to understand their options and our customers need to know their products are securely sourced. Our position as a leading technology solutions provider with: expertise in web fulfillment and eProcurement, a dynamic pricing structure, mature logistics capabilities, secure and responsible sourcing processes, a fully-developed contract management department, and an in-depth marketing approach combine to create a procurement solution that no other vendor can offer.

Web Capabilities

Limited budgets and requirements for compliance among customers demand that certain features and functionality be inherent within an online marketplace. We understand these needs and we've incorporated them into our digital marketplace solution. For instance, many of the features that our competitors offer at a premium are offered standard through our online marketplace. Features such as competitive, best-value pricing, spend reporting, and account customization are built into our solution.

Additionally (as noted above), we offer customers access to our entire network of diverse suppliers, at no charge, to aid them in meeting requirements. Some marketplace vendors require a subscription just to identify these suppliers. However, we not only identify those currently in our network, we collaborate with users to deliver against their diversity spending targets.

Agile Cost Model

At CDW•G, we have been pioneers in establishing and evangelizing the value of a dynamic pricing structure. We utilize our Nationally Advertised Price (NAP), a Verifiable Price Index, as the starting point in our price proposals. Our NAP dynamically updates and scales in accordance with market trends, competitor pricing benchmarks, and savings from bulk purchasing and stocked inventory. Our

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customers can be sure that the pricing quoted is the most up-to-date and competitive available on the market.

We believe that by receiving additional discounts off an already dynamic price index, OMNIA Partners will provide best value to eligible users. We choose to go above and beyond competitive market pricing for our customers by offering a pricing approach based on NAP. This approach to pricing combines the benefits of market-based pricing with those of a referenceable pricing structure. Customers have clear insight to their pricing while maximizing additional savings beyond the market price.

Blended Distribution Model
A significant advantage that differentiates CDW•G in the marketplace is our ability to deliver the right products, at the right value, right when you need them. Many of our competitors rely on what we refer to as "virtual warehouses." This occurs when a reseller is entirely reliant on their distribution and OEM partners for packaging and shipping customer solutions. This introduces extended lead times and uncertainty in sourcing and supply chain security. At CDW•G, we have blended the best of our OEM's and distribution partners' fulfillment capabilities with our own distribution centers to optimize quick and accurate fulfillment.

Onsite Inventories
In fact, many technology manufacturers choose CDW•G as their primary reseller because of our vast large, on-hand inventories and effective inventory management procedures. CDW•G has two larges strategically located distribution centers controlled by a Warehouse Management System that ensures speed and accuracy throughout the order fulfillment and distribution processes. CDW•G's marketing and purchasing departments continuously monitor trends within the IT industry to ensure that we are stocking the latest technology for immediate shipment. With our secure supply chain, we also take proactive measures to reduce the risk of obsolescence and other inventory discrepancies that contribute to increased costs.

Strong Manufacturer and Distribution Partnerships
Our delivery model combines manufacturers, distribution channel partners and leading carriers to facilitate quick product turnaround. As one of the largest direct market resellers (more than 100,000 products from more than 1,000 name brand manufacturers). CDW•G has established very good working relationships with the major manufacturers in the technology industry. Our buying power attracts the industry's top manufacturers, and their best prices and rebates.

To supplement our direct purchasing model, CDW•G has strong affiliations with principal channel distributors. We have partnered with numerous distributors to supplement our direct purchasing model. They send us daily EDI downloads which provides visibility to inventory items and pricing broken down by local or remote facilities. Furthermore, our top three distribution partners provide real time inventory information which is subsequently available to members through our online catalog.

In-Depth Marketing Approach
We also differentiate ourselves from our competitors through our in-depth marketing approach. We utilize an in-house marketing process based on strategy and we keep customer business outcomes in mind while we utilize our deeply rooted customer network as a function of our account management relationships. CDW•G will utilize a number of proven activities to publicize and promote this new agreement. Our live touch approach includes a proactive communication program, as well as both inside and field sales teams meeting with eligible users. Our customers rely on their account manager as an expert resource; this includes leveraging contracts. Most often, when a customer purchases from a specific contract, it is because of a direct suggestion from their account manager. CDW•G's sales and

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marketing plan combines past CDW•G marketing successes with a strategy to effectively capture net new business. We leverage our reporting capabilities to determine potential target customers. After determining targets, CDW•G can then educate them on the benefits of the new contract and grow net-new business. Through this method, OMNIA Partners and CDW•G will gain traction with users faster than a supplier that does not have these existing relationships in place.

Contract Management
CDW•G is extremely dedicated to the quality and reliability of our procurement management process. Some vendors, even large suppliers, do not have a team dedicated to managing their contracts. Instead, these companies rely on the sales team to manage compliance issues and reporting. We can imagine that this results in delayed responses, unreliable support, and in worst cases, faulty reporting. A differentiator for CDW•G is our Program Management Department, a group of more than 100 coworkers devoted to the full scope of contractual sales, including managing contracts. Keeping our contract management within one group makes oversight and structured processes easy to implement. In turn, this eases oversight responsibilities to one central group and allows CDW•G to standardize our contract management processes and share best practices – in turn reducing risks and improving efficiencies. With an average of over ten years of industry experience and active participation in National Contract Management Association, CDW•G program managers are qualified to advise and serve our customers at all stages of the contract process.

Finally, here are additional highlights of our features and benefits:

- Experienced account team supports your day-to-day IT needs, and also helps develop appropriate strategies for future product and service needs.
- Value-added presales consulting resources ensure solutions are tailored to meet your operational and budgetary requirements.
- On-line procurement capabilities streamline and standardize purchasing as well as support flexible reporting and improved decision making.

J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

CDW•G has not experienced bankruptcy or reorganization.

CDW•G is not currently and has not been involved in litigation, which could impact our ability to provide products and services on this agreement.

K. Felony Conviction Notice: Indicate if the supplier
   a. is a publicly held corporation and this reporting requirement is not applicable;
   b. is not owned or operated by anyone who has been convicted of a felony; or
   c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

CDW•G is a publicly held corporation, so this notification is not applicable.

L. Describe any debarment or suspension actions taken against supplier

As of the date of this submittal, and for the prior five years, CDW•G certifies that to the best of its knowledge and belief, it has not been listed by any federal or state authority as debarred or suspended,

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where such debarment or suspension would have a material and adverse ability on our ability to perform hereunder.

Distribution, Logistics (3.2)

A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

CDW•G's complete portfolio of product offerings includes over 100,000+ products from more than 1,100 name brand manufacturers. For a listing of our OEM partners, please see **Attachment C - Manufacturer Line Card**.

Based on the strength of our success and our product portfolio, we can offer our customers the newest technologies, robust discounts, and focused OEM support unavailable with our competition. Additionally, as technology is constantly evolving, we are always on the lookout for new vendors and new technologies to add to our offerings.

CDW•G provides expert consulting, design, configuration, installation, and lifecycle management services. Our offerings are extremely comprehensive as follows:

OFFERINGS	
PRODUCTS & PARTNERSHIPS	100,000+ products from more than 1,100 vendors including Acer, Adobe, Cisco, Dell, EMC, HP, IBM, Lenovo, Microsoft, NetApp, and VMware
TECHNOLOGY SERVICES	• e-Procurement integration • Leasing services • Managed services • Pre-shipment configuration • Professional services • Warranty and maintenance
TOTAL SOLUTIONS	• Cloud • Collaboration • Data center and networking • Managed Print Services • Point of Sale • Security • Software management • Total Mobility Management

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Professional Services

Our project managers and consultants work directly with you to design and implement every facet of your IT solution. After assessing your current environment and business objectives, they'll produce a detailed project blueprint. Partnering with your existing staff, they'll oversee the full implementation of the solution. Then they'll QA it. And troubleshoot it. And lead an in-depth closeout meeting to make sure your team is ready to take the reins. Our end-to-end support ensures that your solution can do it all: improve customer experience, increase efficiency and free up your team to focus on what really matters—your business.

Our IT consulting and professional services team — over 1,000 professionals strong — deploys out of 25 U.S. locations to deliver personal service that helps you understand and meet your business and technology needs. Maintaining top certifications from the likes of ITIL, HIPAA and Cisco, we have the expertise to roll out custom onsite and cloud solutions across diverse industries in the public and private sector.

1. Data Center Installation - Data center maintenance can quickly eat through your IT budget. Our data center upgrades can help you cut costs by replacing high-maintenance hardware with converged infrastructure and virtualized network and storage resources, on-premises or in the cloud.
2. Networking Services - With the proliferation of mobile devices and the Internet of Things, there's more traffic on your network than ever. Before you implement any new IT solution, our professional services team will assess the impact on your network bandwidth and recommend upgrades as needed.
3. Security Services- Security touches every layer of your network infrastructure and requires a holistic defense strategy that aligns people, processes and policies. We prioritize security in everything we do, but we also specialize in security assessments and overhauls to safeguard one of your most precious assets — your data.
4. Digital Workspace Services - As anytime, anywhere workplaces become the norm, your organization needs a control center for employee- and corporate-owned devices, as well as tools for seamless collaboration. Our team will help you optimize your network for mobile workspaces and collaboration while prioritizing efficiency and security.
5. Cloud Services - Cloud applications reduce your dependence on high-maintenance hardware and help you mitigate risk by ensuring business continuity, fast disaster recovery and regulation compliance. Our IT consulting team can assess your needs and help you select the right SaaS or IaaS apps and cloud solutions for your business.
6. IT Consulting Services- CDW's Consultative Advisory Services can help your IT team prepare for the future. Our consultants have years of experience in IT direction, process improvement, governance and technology for cloud, IT operations and business continuity as well as mergers and acquisitions.

For more information please refer to:

https://www.cdw.com/content/services/professional-services/default.aspx

Presales Consulting Expertise

A unique advantage of CDW's business model is that Region 4 ESC has access to an incomparable depth and breadth of value-added technical expertise. Your CDW Account Team includes highly trained presales specialists who are experts in areas of technology or for specific partner products. Your account manager engages these value-added resources to bring Region 4 ESC the best advice and

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technology solutions to meet your unique needs. Your account team coordinates meetings with Region 4 ESC and vendors to review future needs, standards, and roadmaps.

In addition, your account team has access to dedicated manufacturer representatives who are onsite at CDW's sales offices to provide guidance and support

Technology Specialists

Our teams of technology specialists are highly trained and experienced in products and technologies including:

- Leasing and Finance
- Managed Print Services
- Mobility
- Networking
- Power and Cooling
- Security
- Servers and Storage
- Software Licensing and Management
- Unified Communications/Collaboration
- Voice and Data

Presales Systems Engineers

CDW has a large team of more than 100 presales systems engineers who hold vendor-funded positions and provide presales support for that particular partner's products. These experts assist with evaluating products based on your unique operational requirements and budgetary constraints. They review quotes for product compatibility, functionality, and compliance.

Solution Architects

Our teams of solution architects work closely with the vendor partners whose solutions they design. They assess your environment and work with your IT staff to design plans for solutions that boost productivity and improve operational efficiencies. They are extremely knowledgeable about the latest technologies and have important insight regarding the pros and cons of different solutions.

Onsite Vendor Representatives

CDW has manufacturer and software publisher representatives who are onsite at our sales offices to assist account managers and specialists with requests for technology roadmaps and other information, and to provide training on an ongoing basis. CDW's strong relationships facilitate presales consultation and timely notification regarding product changes and products going "end of life."

Ongoing Customer Support

CDW strives to provide outstanding customer support and resolve issues quickly so your organization will maintain a high level of productivity. While your account manager can generally handle most issues and concerns, our Technical Support, Customer Relations, and Site Support staffs are available to help. CDW-G has customer relations representatives who are available to resolve post-sales inquiries from 7:00 a.m. until 9:00 p.m. CT, Monday through Friday. We service customers through phone support, email, and live chat.

Excellence in customer service is a top priority for CDW-G. We have many quality controls and metrics in place to ensure high quality standards across the organization. We track and monitor a variety of service metrics and ratios daily to ensure that we provide continuous, high-quality customer service. We

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make adjustments and evaluate process changes as needed when we see high volumes for particular types of issues.

B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

We plan to offer IT goods and services to all areas noted in the OMNIA RFP Partners Advertising Compliance Requirement - Exhibit H. CDW•G serves the entire US (and Canada and the UK).

CDW has two large, strategically located distribution centers controlled by a state-of-the-art Warehouse Management System that ensures speed and accuracy throughout the order fulfillment and distribution processes. We have a 450,000-square-foot distribution center located at our headquarters in Vernon Hills, IL and a 513,000-square-foot distribution center located in North Las Vegas, Nevada. These locations facilitate quick distribution of products to our growing customer base throughout the country. The Vernon Hills distribution center focuses on distributing products to customers east of the Mississippi River while the Las Vegas distribution center primarily serves the western part of the United States.

CDW holds [redacted] of inventory, on average, in our two CDW-owned distribution centers that total almost 1M square feet. Our ISO 9001, 14001 and 28000 certified strategically located distribution centers provide speed, accuracy, and excellent geographic coverage across the United States. We have access to more than 100,000 top brand-name products from more than 1,000 leading manufacturers.

450,000-square-foot distribution center in IL

513,000-square-foot distribution center in NV

Due to the size of our facilities that span four levels of storage and three level picking modules, forklifts are required to stock and pick products as needed. Our product lineup includes desktops, notebooks, servers, peripherals, networking and communications equipment, software, accessories, plotters, network printers, desktop printers, and print supplies. CDW offers everything your IT operation could possibly need – from enterprise solutions to mouse pads.

We also have local distribution partners which can be utilized as necessary by OMNIA members. Some of these distributors have diverse certifications and can be accessed by OMNIA participating members.

C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

CDWG uses a hybrid distribution model including its 2 warehouses and variety of drop ship and distribution network to ensure delivery requirements.

Region 4 ESC Members can easily procure technology products and services at competitive discounts, CDW•G offers pricing in the same simplified, auditable model that members are familiar with on their current CDW•G agreements. CDWG Advertised pricing is publicly available 24/7 The CDW•G Program Management team uses custom contract management tools, which streamlines the process and

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positions us to strictly adhere to the agreement. The Contract Editor tool is a major differentiator for CDW•G. It is a custom-built application that integrates with our internal tools to manage the following items:

Customer access to contract
Contract pricing
Contract shipping commitments
Contract fee compliance

The tool matches Region 4 ESC's unique contract codes from a data pool of all CDW•G sales. We access this information to ensure pricing accuracy and timely report submission. Upon award, we will load the contract structure based on our product categories into our internal contract editor system which will then create a customer premium page with a distinct URL that will reflect the contracted price.

As with all of our contracts, the Region 4 ESC contract will be assigned a Program Management team led by a Program Manager who will ensure contract deliverables are met as well as maintain the correct contract price.

D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

Distribution
Most of our IT products are processed and shipped from our two CDW warehouses described above. These facilities have configuration capabilities such as asset tagging. We do contract with, as well, a network of fully vetted distributor partners for our customers to use as desired.

Diverse Suppliers
Since 2007, CDW has been utilizing a network of OEMs, distributors, and service provider partners, which are comprised of small business and minority, women, veteran, and LGBQT- owned businesses. These suppliers help our customers meet their diverse goals and needs.

Shipment Carriers
CDW offer best in class freight solutions utilizing industry well known carriers such as FedEx Parcel, UPS Parcel, UPS Freight, FedEx Air Freight, CEVA LTL services (less than truckload) and local messenger services. All carriers are required to have the following:

- Uniform Delivery Drivers
- On-line tracking
- Performance metrics that align with CDW's requirements (on-time delivery and claims)
- Logistics infrastructure to handle high volume shipper
- Customer Service support 7 days a week, 24 hours a day
- Required insurance coverage
- Statistical reporting to identify shipping characteristic changes
- Security certifications such as TAPA (Technology Asset Protection Association), C-TPAT (Customs-Trade Partnership Against Terrorism)
- EDI capabilities – Tracking number and ASN updates

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- Ability to process quotes through high volume TMS (Transportation Management System) platform such as ConnectShip

Carrier's performance is monitored daily; each carrier receives a monthly report card that grades their performance based on key performance metrics that drive supply chain efficiency and the customer facing experience.

E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

As noted above, CDW has two large strategically located distribution centers controlled by a state-of-the-art Warehouse Management System that ensures speed and accuracy throughout the order fulfillment and distribution processes. CDW has a 450,000-square-foot distribution center located at our headquarters in Vernon Hills, IL and a 513,000-square-foot distribution center located in North Las Vegas, Nevada. The Vernon Hills distribution center focuses on distributing products to customers east of the Mississippi River while the Las Vegas distribution center primarily serves the western part of the United States.

CDW holds $220M of inventory, on average, in our two CDW-owned distribution centers that total almost 1M square feet. Our ISO 9001, 14001 and 28000 certified strategically located distribution centers provide speed, accuracy, and excellent geographic coverage across the United States. We have access to more than 100,000 top brand-name products from more than 1,000 leading manufacturers.

CDW•G does not have a retail network.

Marketing and Sales (3.3)

A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:
   i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days
   ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days

We maintain an ecosystem of coworkers committed to successfully managing all aspects of a contract through its entire lifecycle. From our executive leadership to contract management, our coworkers will collaborate to customize a detailed yet effective plan to launch and grow this contract. CDW•G has a successful contract launch history where we focus on five areas of the contract which are: Intake, Set-Up & Compliance, Education, Measure and Growth. By focusing on these areas specifically, we launch contracts to the CDW•G teams with the most powerful and applicable details to optimize the success of this new agreement.

We bring leaders from across our public sector teams together with OMNIA Partners multiple times a year to review contract initiatives, joint goals, and customer feedback. Our ongoing effort in specific target accounts help increase contract utilization and drive contract adoption amongst non- participating agencies. We meet monthly to review the current state of the business and execution of our growth and marketing strategies.

CDW•G's leadership team is securely behind the growth and strategy of this program nationwide.

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Key members of the leadership team include:

David Hutchins, VP of Strategic Programs, leads the newly aligned Strategic Programs organization which includes functions of Pre-award Programs, Post- award Programs, Capture/Business Development and Pubic Sector Strategic Initiatives. Prior to this, David has held numerous sales leadership roles leading Federal, K-12, Higher Education, State & Local teams spanning nearly 27 years with CDW.

Joe Simone, VP of Education Sales, is an executive sponsor of the contract. He continues to focus sales teams on the success of the contract, and continually collaborates with manufacturer partners, allowing CDW•G to provide the latest technology solutions to help further the mission of 'the connected classroom' across the nation.

Chris Webb, Director of Capture, is also an executive sponsor for all OMNIA Partners agreements and is committed to the overall success of the CDW•G-OMNIA partnership. In his position, he is dedicated exclusively to our company's contractual sales, and leads with the knowledge and experience in cooperative purchasing contracts.

We understand the pivotal role that launch implementation plays in the overall success of the contract. Upon contract award, our executive sponsorship team will internally evangelize this agreement as a preferred contract vehicle for online, transactional IT purchases amongst our customers. Internal communication deliverables to be implemented within 10 days of contract award date include a companywide contract announcement email and a sales-specific announcement detailing contract benefits for online, transactional business.

To facilitate our growth strategy, CDW•G holds many public agreements, some with mandatory requirement within individual states. We cannot agree to market the OMNIA Partner's contract as our primary public sector go-to-market strategy. We have however included a detailed marketing plan to drive contract awareness, adoption and success. Moreover, CDW•G has a proven record of winning and growing OMNIA agreements, and the resources needed to do so. OMNIA Partners has our commitment to do the same here.

Training and Education of CDW-G Sales Force with Our Executive Leadership and OMNIA Partners

CDW•G's program management department is singularly devoted to managing contracts. Its responsibilities are separate from those held by account managers. Members of the program management department work full-time to maintain contract compliance and engage in contract

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administration, including contract launch. CDW•G invests in these resources based on our understanding that contracts are complex sets of commitments.

Our Program Management team has in-depth working knowledge of OMNIA Partners including the former cooperatives, National IPA and TCPN. They will collaborate with CDW•G's marketing department to create awareness and training campaigns to enable our national sales force. He will work directly with our sales leadership and OMNIA Partners to develop and execute a training program for our sales force. Training content will cover contract scope and operations, growth strategy endorsed by executive leadership, and the contract benefits.

Our sellers will then be equipped with relevant collateral to communicate with customers. Curriculum development, trainings, and collateral creation will be completed within 90 days of contract award.

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:
   i. Creation and distribution of a co-branded press release to trade publications

Just as our contract management team leads contract launch and maintenance requirements, our sales force upholds strategic relationships with current and potential OMNIA customers. These relationships uniquely position us to develop and deliver an awareness and growth campaign to members through a trusted advisor network. Our account teams have long-standing customer relationships in which they often become an extension of their customers' IT and purchasing teams. Our account managers speak with their customers weekly, if not daily. As a result, our customers turn to their account managers for purchasing recommendations, including which contracts to leverage. Within 90 days of contract award, we will leverage this trusted advisor network and our marketing capabilities (e.g., customer-facing collateral, email campaigns, call campaigns, social media, etc.) to quickly and effectively alert registered and potential customers of the new contract and its benefits.

To successfully implement a marketing plan, marketers must first know their audience and how to access them. CDW•G partners with various trade publications to access our target customers.

Within 90 days of contract launch, our marketing team will work with OMNIA Partners to develop content to disseminate to customers. Below, we have outlined potential avenues in which we can access target customers.

Publications
CDW•G partners with industry experts to publish sector-specific online and hardcopy magazines for State (StateTech) shown in the graphic on the right, K-12 (EdTech Focus on K-12) and Higher Education (EdTech Focus on Higher Education). To successfully implement a marketing plan, marketers must understand their audience and how to access them, and these publications help reach our target customers. All of the aforementioned publications deliver relevant content via print, blog, video case studies, and e- newsletters on topics including classroom, cloud, data center, hardware, software, security and services.

Additional publications include:

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- CoSN
- EdTech Magazine: Focus on Higher Ed
- EdTech Magazine: Focus on K-12 Education
- EDUCAUSE
- GovExec
- GovTech
- NASCIO
- NASTD
- StateTech Magazine

Advertisements and Cobranding
CDW•G works with internal and external marketing teams to profile CDW•G and partner delivered technology productions, solutions and services on customized flyers that are easily accessed electronically or printed to hand out.

Custom flyers are created for all CDW•G contracts. The example below is for a statewide hardware contract with the State of Utah for PC Stores and following CDW•G guidelines was designed to bring value to those new to CDW•G as well as long-time agency users and partners, with information that includes:

- Quantified examples of CDW•G's experience and approach to serving OMNIA Partners;
- Samplings of our breadth and depth of industry partnerships;
- Contract specifics where customers can find CDW•G delivered solutions and services; and,
- Contact details for account managers and account managers in the field.

We can do the same thing for OMNIA Partners on this proposed contract, should you so desire.

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Meet the newest member of your technology team: CDW·G, your new partner under the PC Stores Contract for the State of Utah.

Count on CDW·G for one-stop simplicity in product procurement across 12 essential technology categories — including client computing, networking equipment and power and cooling solutions — plus our entire catalog of software offerings (under Contract No. MA2800). Utah's dedicated CDW·G account team provides unparalleled convenience and expertise for your technology procurement.

WE GET IT.

- Nationwide public sector experience
- 20 years of service to Utah
- Problem-solving experience focused on you
- Individual attention from dedicated CDW·G account managers
- Solutions that address every need
- Convenient, state-of-the-art distribution center in Las Vegas

STRONG PARTNERSHIPS, STRONG RESULTS

This contract encompasses CDW·G's hardware portfolio, ensuring solutions that are crafted from the strongest offerings and vendors in the industry, including:

- Computers and accessories
- 3D printers
- Apple branded products
- Audiovisual equipment and accessories
- Desktop, office printers and plotters
- Consumer electronics
- ID printers
- Classroom devices
- Uninterruptible power supply (UPS)

[redacted]

CDW·G PEOPLE WHO GET IT

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Social Media

CDW•G meets our customers where they are on today's technology horizon. The CDW Social Squad, comprised of employees educated on and active in social media, pushes customized content to and through social media outlets including relevant articles, emerging technology news, information on available contracts and upcoming events in customer-specific markets.

With over 1,700 entries and counting across topics including Cloud, Data Center, Digital Workspace, Networking, Security, and Software, CDW's Solutions Blog delivers evocative and relevant content. Authored by our own subject matter experts, articles are written to help our customers navigate and digest the overwhelming amount of data that comes at them every day as they work to make better decisions for more effective and efficient solutions that meet their individual goals.

ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days

We will create a customized Premium Page so customers can easily shop for featured products. It will be active on the first day the contract goes live and feature co-branded material with your organization's logo and message.

This website will include up-to-date pricing on all eligible products. Authorized users and administrators access the information they need when they need it and benefit from real-time updates to inventory and price.

The Website will become live reflecting the new award within hours (or a day or two at the most) from the date of award. We are prepared for an award, and there will not be any delay in our ability to stand up the contract and activate pricing on the website after award is made.

iii. Design, publication and distribution of co-branded marketing materials within first 90 days

Our standard contract launch process includes developing collateral to promote contract awareness and education among internal and external stakeholders. Content will focus on the administrative and strategic value of utilizing this new agreement. Specifically, we will highlight the convenience of the online marketplaces, as well as the cost and time savings associated with consolidating transactional procurement needs by leveraging the new agreement.

Possible outlets to disseminate content include our internal Corporate Communications, our Public Sector Publications (State Tech & Ed Tech), a sales-led communications campaign, and social media. We use Twitter, Facebook, and LinkedIn as avenues for marketing, education, updates and general communication with customers. Active social media helps customers stay informed with links, posts and articles of interest in the way that they choose to receive information. As noted above, we also maintain an internal group that is focused on submitting and curating social media content called the Social Squad. It even has its own app available for Android. Social Squad members are encouraged to submit content on a number of topics, including industry news, products and deals, emerging technologies, product launches, featured partners, and more.

We are able and willing to participate in co-branding marketing opportunities with OMNIA. For instance, a combined OMNIA and vendor branding logo can be created to include in social media

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advertisements, the agreement's customized Premium Page, customer-facing digital and print flyers and customer-facing emails.

Upon contract award, we intend to conduct a collaborative kick-off meeting dedicated to developing our go-to-market strategy including the development and distribution of co-branded marketing materials within the first 90 days.

iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement

CDW•G acknowledges and will employ all commercially reasonable efforts to attend and participate with OMNIA Partners at trade-shows and conferences throughout the term of the Master Agreement.

In 2020, CDW•G's schedule includes over 100 regional and nearly as many national events including FETC, TCEA, ISTE, Educause, National Sheriffs Association as well as numerous in market events such as eRepublic Digital Government Summits and CDW•G hosted events.

In past years, we have attended many events in which we promoted the contract, including NIGP, NASPO, CAPPO, and FAPPO. We will continue this practice with the new agreement, as well. For 2020, we already committed to attend the OMNIA Partners Regional Connections Event in Philadelphia (but it has been cancelled due to COVID-19).

v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.

CDW•G has enjoyed participating in the NIGP Annual Forum in past years and will continue to do so with commercially reasonable efforts. We believe in the mission to "develop, support and promote public procurement" and look forward to sharing our best practices with other non-competing OMNIA Partners vendors.

vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement

CDW•G will advertise the contract in our own highly viewed publications and our contract specific email campaign. We will continue to promote the contract via avenues such as our EdTech and StateTech publication sites.

vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)

CDW•G will market and promote the contract, through various avenues such as announcements in our publications, email campaigns, as well as on the contract's CDW•G premium page. We look forward to working with OMNIA Partners to develop our marketing strategies even further and propose a marketing strategy meeting to discuss a refreshed approached and specific goals/targets

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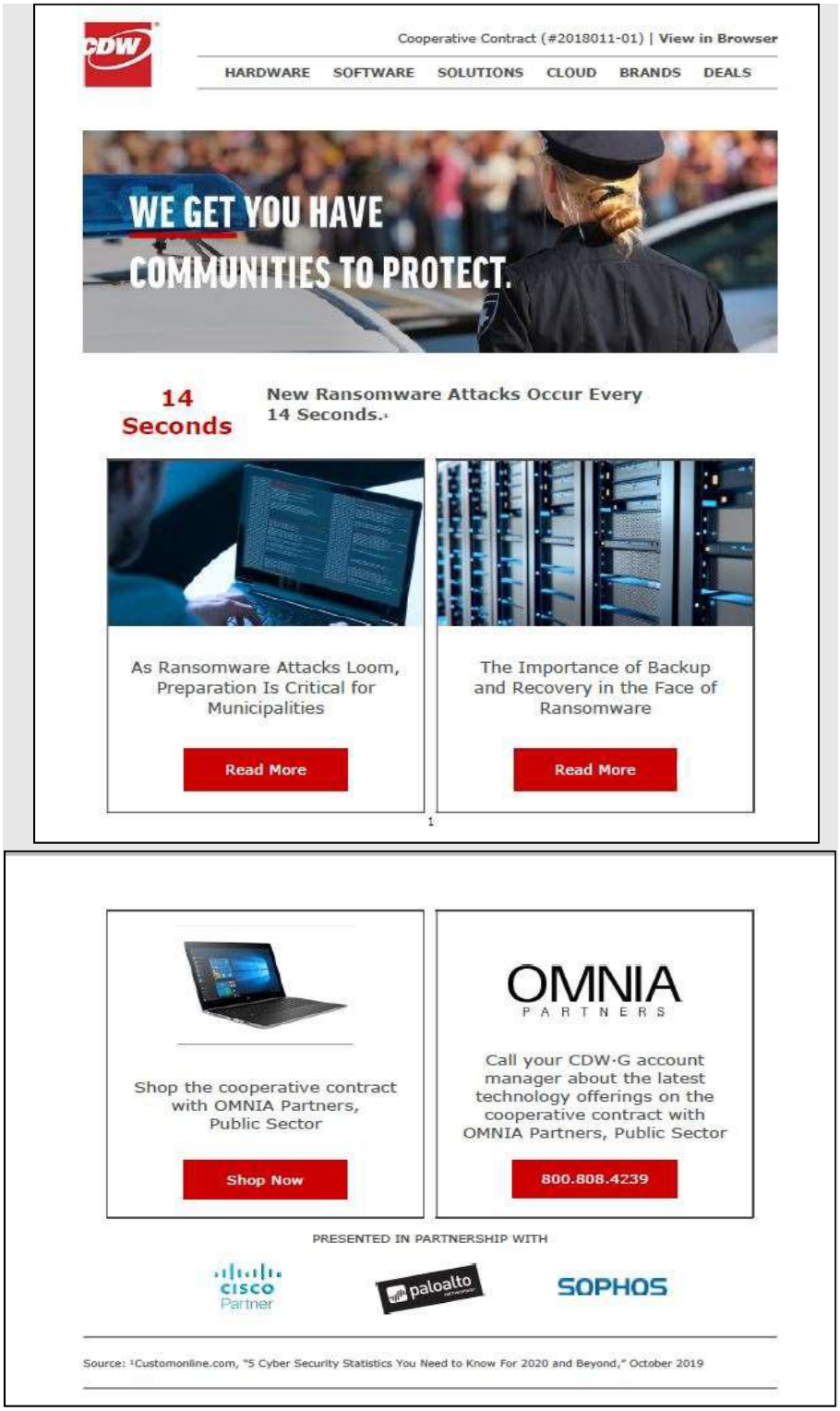
for the new contract. Below is a sample of the ongoing email campaign we currently conduct for our OMNIA agreement.



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viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:
- OMNIA Partners standard logo;
- Copy of original Request for Proposal;
- Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
- Summary of Products and pricing;
- Marketing Materials
- Electronic link to OMNIA Partners' website including the online registration page;
- A dedicated toll-free number and email address for OMNIA Partners

Like we have done for other OMNIA contracts, we will create a Premium Page dedicated to the new contract. The page will include all contract documentation, marketing materials, products and pricing and relevant links.

C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

CDW•G currently holds a significant number of cooperative purchasing contracts including OMNIA Partners, Public Sector (formerly NIPA), Association of Educational Purchasing Agencies (AEPA), and Sourcewell (formerly NJPA). CDW•G is solutions-focused, vendor agnostic and provides consultation to assist our customers to select the contract best suited for their specific procurement needs.

For all of our national contracts, we have maintained the transparency of our contract portfolio to our customer and negotiated the removal of language such as "most favored customer" and requirements such as this.

CDW•G continues to prove without a doubt that we can keep our commitment to making this contract prosperous amongst our portfolio of offerings. We have transitioned a number of customers and their solicitation opportunities to OMNIA Partners contracts, in the form of participating agreements. Moving forward, we will continue to loop new members in to the contract and sustain the growth.

D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

CDW•G acknowledges and agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. We additionally acknowledge that use of OMNIA Partners logo requires permission for reproduction, as well.

The core component of CDW•G's brand identity is its corporate logo; therefore, we ask that you carefully consider the following guidelines when using it.

When using the CDW•G logo, you agree to the following:

1. You may use the logo(s) only in the exact form provided by CDW•G and only to accurately and actively link from a website that is under your control to the home page of CDW.com (or another address provided by CDW•G) and for no other purpose.
2. You may not incorporate the logo(s) into any other logo or design.

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3. You may not to use the logo(s) in a way that suggests that you or your company or products are affiliated with CDW•G or its products or services in any way.
4. You may not display the logo(s) on any website that disparages CDW•G or its products or services, infringes any CDW•G intellectual property or other rights, or violates any law or regulation.
5. No other logo or design element should appear within 0.5 inches of the CDW•G logo.
6. You may not frame or alter the CDW•G website in any way.
7. At CDW•G's direction, you will immediately remove the logo(s)
8. Your limited right to use the logo(s) does not constitute a grant of any other right or license. All other rights are reserved by CDW•G.
9. CDW•G disclaims all warranties, express and implied, regarding the logo(s), including warranties against infringement. You agree to indemnify CDW•G from and against any and all claims and liabilities arising out of your use of the logo(s).

E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:
   i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
   ii. Best government pricing
   iii. No cost to participate
   iv. Non-exclusive

We are happy to create a contract announcement flyer with the new contract information. A sample from an existing agreement is included below. We will revise our marketing pieces to include a mutually agreeable message that best represents the value of the contract.

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CDW·G PEOPLE WHO GET IT | OMNIA PARTNERS

OMNIA PARTNERS AND CDW·G

A WINNING PARTNERSHIP IN STRATEGIC SOURCING

We are pleased to announce that CDW·G has been awarded a special contract with OMNIA Partners, for the sale of Information Technology Solutions and Services, under Agreement 2018011-01. Contract 2018011-01 is now available for OMNIA Partners participants for all of your technology needs.

STRONG PARTNERSHIP, STRONG SOLUTIONS

CDW·G and OMNIA Partners have worked collaboratively to help you successfully convert to the new program. If you have any questions about the transition or process, please contact your CDW·G account manager for additional assistance.

We look forward to serving you under our new agreement with OMNIA Partners.

CONTRACT BENEFITS INCLUDE:

- Term: 3/1/18 to 2/28/23 with two, one-year renewals.
- Competitive pricing across CDW·G's entire portfolio of products and solutions.
- Access to a multitude of services and custom configurations, including equipment staging.
- Pricing on products made by the following partners:

APC by Schneider Electric · Authorized Reseller · Hewlett Packard Enterprise · hp · Lenovo · Microsoft Surface · paloalto networks · RUCKUS an ARRIS company · TRIPP-LITE · vmware

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F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:
   i. Key features of Master Agreement
   ii. Working knowledge of the solicitation process
   iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
   iv. Knowledge of benefits of the use of cooperative contracts

CDW•G acknowledges and complies with the above requirement. CDW•G's Program Management team will work directly with our sales leadership and OMNIA Partners. Our sellers will then be equipped with relevant collateral to communicate with customers. Curriculum development, trainings, and collateral creation will be completed within 90 days of contract award.

G. Provide the name, title, email and phone number for the person(s), who will be responsible for:
   i. Executive Support
   Name: David Hutchins
   Title: VP, Strategic Programs
   [redacted]

   ii. Marketing
   [redacted]

   iii. Sales
   [redacted]

   iv. Sales Support
   [redacted]

   v. Financial Reporting
   [redacted]

   vi. Accounts Payable
   We assign Accounts Payable personnel for each manufacturer, not per customer or per contract, contact details can be shared post award for a particular manufacturer if necessary

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vii. Contracts

H. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

The CDW•G customer support models starts with our account managers. As part of the CDW Experience, we organize our sales force differently from other companies in order to best serve our customers. First, our account managers are trained to become experts within the segment they support such as K-12, Higher Education, State & Local government, Federal government and Healthcare. The advantage is that they can address the very specific needs of their unique customers. To further equip our account managers to support their customers, CDW•G divides the salesforce into distinct geographic regions to ensure that sellers are prepared to support the local landscape in a way that is unmatched by other vendors, both small local and national companies.

Our full listing of 25 U.S. sales offices is as follows, including a new location in the Nashville area, a 5,000-square-foot-office enabling us to better support OMNIA Partners members in Tennessee and the South: Chandler, AZ; Glendale, CA; Shelton, CT; Tampa, FL; Chicago, IL; Lincolnshire, IL; Vernon Hills, IL; Evansville, IN; Indianapolis, IN; Detroit, MI; Grand Rapids, MI; Minneapolis, MN; Las Vegas, NV; Cherry Hill, NJ; Eatontown, NJ; Cincinnati, OH; Cleveland, OH; Nashville, TN; Dallas, TX; Reston, VA; Bellevue, WA; Appleton, WI; Madison, WI; Milwaukee, WI; Wausau, WI.

Each member has a dedicated account manager who maintains overall responsibility for coordinating all CDW•G resources to achieve the highest standards of customer service. They are the first line of contact for orders, questions, and marketing implementation.

CDW•G account managers, their supporting product specialists, and their sales managers understand the current technology trends and are specialized to only work with public-sector customers. This is one of the great benefits of partnering with CDW•G. OMNIA Partners members will have access to much more than a single resource; members will also have access to an entire sales and support team that are ready to address any member's need. CDW•G, from the executive level down to your account manager, is focused on ensuring that OMNIA Partner's members' needs are consistently and satisfactorily met.

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To simplify the customer service process, we recommend OMNIA members bring any issues or inquiries to the attention of their dedicated account manager. Members' CDW•G account managers are the center of their customer service and support experience. CDW•G account managers' first step is always to listen. Then they evaluate and determine the best next steps. If the account manager cannot correct the issue, they will escalate it to their sales manager. If the sales manager cannot correct the issue, they will escalate it to the director. Escalation continues all the way up to the executive leader who oversees this contract, our Vice President of Education Sales, Joe Simone, and David Hutchins, respectively, until we provide a suitable solution to the performance issue. While this type of escalation is rare, we always work to sufficiently and expeditiously resolve any escalations. Usually, resolution to a challenge has a simple solution.

The beauty of this approach is that the customer does not have to manage the process, hunt down contacts or explain their issue many times over. They are kept in the loop on progress of the resolution, while their CDW•G team takes care of the rest. Because we designate an actual person and not a faceless inbox, they can reach out to their account manager whenever they feel necessary.

For mission critical issues, we follow the same path with expedited timelines. If problem resolution is specific to a coworker, such as performance of an account manager, the customer is encouraged to reach out to the coworker's manager, who will then take the appropriate steps to address. Contact information for your account manager, sales manager and customer relations can all be found easily in your cdw.com account center.

A follow-up step in our incident escalation process involves taking the incident resolution process one step further. Our sales teams work hand-in-hand with our Program Management team to ensure that for issues requiring significant escalation, we determine proactive measures to prevent the problem from recurring. We want to understand why a problem occurred and work to make sure it doesn't happen again. This is one of the reasons we are consistently lauded for outstanding customer service.

Beware of proposed incident escalation paths that go no further than issue resolution. Vendors that correct the problem but acknowledge it no further than incident escalation/resolution will be able to offer only temporary fixes. They won't understand the causes of the failure to meet member expectations.

OMNIA can be confident in this contract's level of Executive Sponsorship within CDW•G, as well.

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I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.

An OMNIA member's first point of contact with CDW•G is their dedicated account manager. As such, we understand how critical it is for our account managers understand the scope and benefits of the OMNIA agreement. In conjunction with the technical trainings offered to our CDW•G account teams, our Program Management team will train our sales teams regarding the OMNIA agreement with CDW•G. The diverse nature of our training program gives each account team confidence to support OMNIA members through the entire sales cycle from project inception, purchase, solution deployment, and post-sale support. Our account teams clearly and concisely deliver the value of the OMNIA agreement to non-members helping to drive increased adoption and contract growth.

Our customers are seeking a digital platform for quick and simple procurement of transactional items. Our account managers, across all segments and regions nationwide, will be poised and prepared to guide and educate members on this new procurement option.

Tenured CDW•G account managers are actively marketing the current City of Mesa OMNIA agreement to customers and are very familiar with its benefits, including product categories, administrative fee structure, and flexibility. While there will be subsequent trainings upon award, the Online Marketplace contract will easily be added to our account manager's repertoire to become an arrow in their OMNIA quiver. The ramp up time for our account managers will be far quicker than account managers who lack such familiarity with OMNIA agreements.

In addition to our Account Managers, our Business Development team is actively engaged with OMNIA Regional Managers and leaders in Partner Development and Strategic Accounts to review the state of our joint business, develop growth goals and strategies and execute prescriptively to drive business the OMNIA Partners portfolio. This new contract will fit seamlessly into the overall program allowing us to quickly develop and expand contract usage utilizing a proven model.

I. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.

As with all our contracts, the Online Marketplace contract will be assigned a Program Management team led by a Program Manager who will ensure contract compliance and administer contract procedures, including contract launch. The Program Manager regularly conducts self-audits to ensure pricing compliance and takes corrective action when needed.

Upon award, your assigned Program Manager will work directly with OMNIA to stand-up all aspects of the new agreement within our system (e.g., member lists, pricing, reporting, fee schedules, and other compliance requirements). We will load the contract structure into our internal contract editor system, which will then create a customer premium page with a distinct URL that will reflect the contracted price. Once the structure is loaded, no additional manual intervention is needed to maintain it (this non- manual process only applies to catalog contract using CDW•G categories).

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We also have processes in place to ensure that the contract prices proposed are maintained throughout the life of the contract. CDW•G will use automated internal systems as well as Program Management personnel to manage the proposed price structure.

After contract launch, the Program Management team is responsible for adding new members to the contract by linking their account to the new contract. Contract stand-up also includes creation of internal and external resources to aid our customers and sales teams in transitioning to the new agreement.

Our ongoing marketing efforts will include the previously discussed topics – i.e. training, publications, attendance at events – to ensure this contract is continually being marketed from contract launch through completion.

J. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

We don't disclose customer financial information; however, the following are our 2019 top Public Agency NIPA/OMNIA Customers:

OMNIA Partners and ESCR4 are in possession of the data we have submitted for sales reporting for all three of the current OMNIA Partners contracts that we hold, which together underscore to the very strong and impactful relationship that we have with both OMNIA Partners and the ESC Region 4 organization.

K. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

CDW•G offers our customers several paths to processing orders through an automated process.

eCommerce Platform – Web based

- Your customizable CDW•G web portal is available to authorized users 24 hours per day, provides real-time information, and facilitates researching, ordering and tracking purchases.
- Whether you are a first-time shopper or an existing customer of CDW•G, we can ensure your order routes to the appropriate account management team that supports the shopper's entity, based on the contract being used.

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eProcurement Platform – Punch Out Catalog

- As a company, CDW•G is highly experienced in implementing B2B solutions. Since 2001, we have integrated with over 9,000 entities (13,000 customers) and work with over 80 different marketplaces, ERPs and SRMs. Our in-house staff of over 200 IT personnel are dedicated solely to our web, internal, and e-commerce IT systems. Our mature e-procurement practice also means OMNIA Partners won't have long to wait to begin using their system. By integrating quicker than our competitors, CDW•G simplifies procurement for eProcurement customers by allowing them to buy IT the way they need based on their specific requirements. CDW•G's punch out offers the shopper dynamic price offerings, product information and availability while providing industry standard information back into our customers e-procurement platform and contract information. CDW•G can support customers who wish to utilize the OMNIA Partners award(s) through an eProcurement platform.

Application Programming Interface (API)

CDW•G can review customer specific requests where order process automation is needed, but further customization is required. This process may include technologies such as JSON or SFTP but may be accommodated based upon the scope of the project.

L. Provide the Contract Sales (as defined in Section 10 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

$_____.00 in year one
$_____.00 in year two
$_____.00 in year three

To the extent Supplier guarantees minimum Contract Sales, the administration fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

While we cannot provide guaranteed minimum contract sales, CDW•G has a proven record of winning and growing OMNIA agreements, and the resources needed to do so. OMNIA Partners has our commitment to do the same here.

M. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.
   i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).
   ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.

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iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).
iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail Supplier's strategies under these options when responding to a solicitation.

As an impartial solutions provider, our first and primary goal is to serve the needs of the customer from a technology and procurement perspective. We act in a consultative, objective manner to aid customers in developing the procurement strategy to best fit their needs. In honoring this commitment, we have maintained the transparency of our contract portfolio to our customers and negotiated the removal of language such as "most favored customer" and other like requirements.

We commend OMNIA Partners in creating a contract vehicle to facilitate easy transactional buying at competitive pricing for its users. We certainly see the strategic fit this contract demonstrates within the public customer space and we will position this agreement when it best suits their procurement needs.

When responding to a solicitation that directly disclaims to the terms and conditions of this Master Agreement, we will comply with all appropriate agreed upon contractual terms.

Additionally, please refer to the Terms and Conditions Exceptions form.

Marketing Plan

Internal Awareness

The first step in our awareness plan is to train our salesforce on the new agreement. Upon contract award, our executive sponsorship team will internally evangelize this agreement as a preferred contract vehicle for online, transactional IT purchases amongst our customers. Internal communication deliverables will be implemented within 10 days of contract award date, including a companywide contract announcement email and a sales-specific announcement detailing contract benefits. Sales enablement training will cover contract scope, membership and new contract requirements so that the account managers can not only inform their customers, but also help them to navigate the new landscape. Our sellers will then be equipped with relevant collateral to inform members.

External Awareness

As a part of this proposal, we will create customer-facing collateral for immediate distribution upon award. Collateral will communicate the benefits of purchasing through the agreement from us as well as showcase products, services, and solutions offered to customers. Our sales force will proactively communicate with customers immediately given their given their considerable familiarity with OMNIA Partners contracts and our robust customer network.

Target Identification

Accurate customer identification is at the core of an effective recruitment campaign. It allows us to align resources and marketing initiatives around those customers whose needs align with the benefits of the of the new agreement. We are consistently lauded for our comprehensive and accurate reporting. We have built specialized software to automate many aspects of the

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reporting process so that data informs the way we do business, especially in contract promotion. We will use our reporting capabilities to identify customers who can benefit from the new agreement (e.g., those consistently submitting transactional POs, those managing complex contracts for procurement fulfillment, etc.). Equipped with this information, we can ensure that we optimize our potential to grow the contract.

Expansion among Existing Customers

Strategic Alignment and Targeted Business Planning

We intend to leverage our data analytics and existing customer network to accelerate business through the new agreement. We will strategically align with customers to pinpoint those accounts with potential for growth. Specifically, we will examine accounts where we do not fulfill the majority of the company's IT business. We will also consider customers who have not adopted an online marketplace solution as part of their procurement strategy. Resources will highlight how an online marketplace can promote efficiency and reduce administrative burden. For large target customers, we will develop a business plan that addresses their needs while leveraging the new agreement. Tactical areas of consideration will include eProcurement and web preferences, supplier diversity requirements, current and future IT projects, piggyback agreements with custom terms, co-branded marketing campaigns, and topical webinars.

Recruitment Campaign

Seller Enablement

Not only is our sales force well-versed in growing contracts but they are experienced in accelerating utilization of OMNIA Partners contracts. This also positions our sales force to focus their effort to onboarding new users. Upon contract award notification, we will roll-out a sales-led initiative centered around recruitment, sales-directed strategy sessions, ongoing enablement trainings and customer collateral. Our inside and field sales leadership will look to our reporting to identify customer categories and develop corresponding strategies.

Customer Engagement

This entails a two-pronged approach in which we will launch a communications plan and leverage in-market events to interact with and educate potential customers. In 2020, we are scheduled to attend more than 100 regional and national events where our accounts teams can further propagate the new contract to members.(Some of these may be virtual or rescheduled due to COVID-19.) Content will focus on the administrative and strategic value of utilizing the contract.

Specifically, we will highlight the cost and time savings associated with the new agreement.

Social Media

Our marketing arm has many advanced tactics to reach OMNIA members. For one, we have a robust social media presence. We have an internal group that is focused on submitting and curating social media content called the Social Squad. It even has its own app available for Android. Social Squad members are encouraged to submit content on a number of topics, including our news, products and deals, emerging technologies, product launches, featured partners, and more. We are able to leverage our top influencers to disseminate information and draw attention to the Online Marketplace contract.

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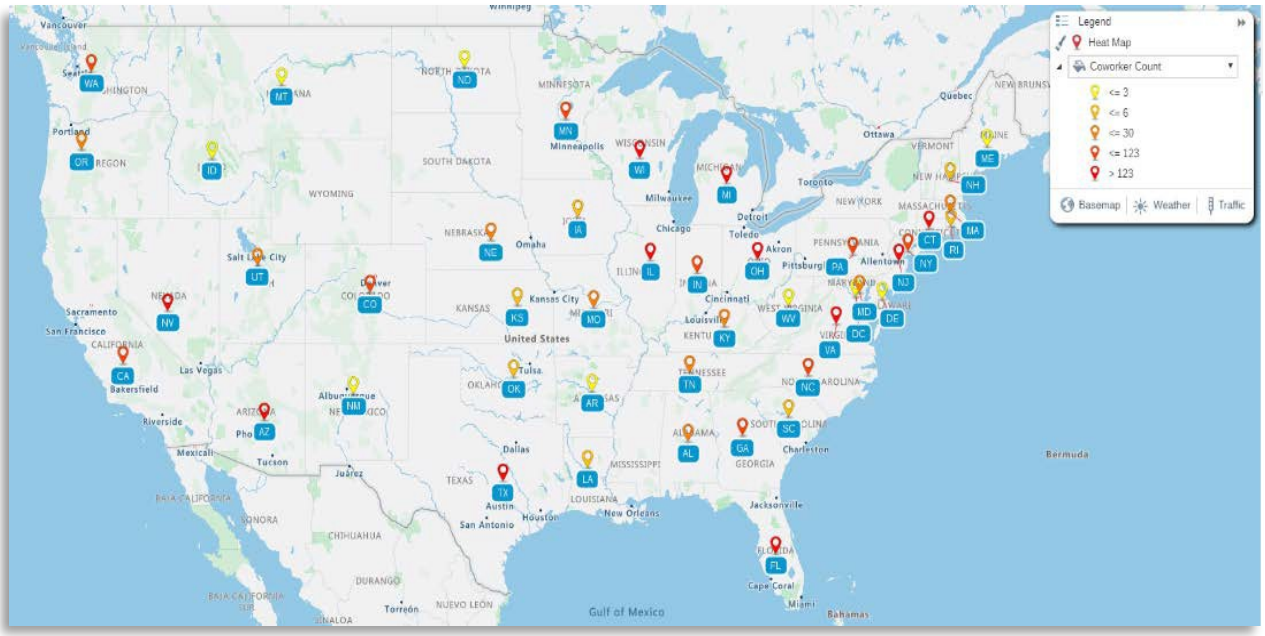
National Presence

As part of the Experience, we organize our sales force differently from other companies in order to best serve our customers. First, our inside account managers and our field sellers are trained to become experts within the public sector segment they support – K-12, Higher Education, State & Local government, Federal government and Healthcare. The advantage is that they can address the very specific needs of their unique customers. To further equip our them to support their customers, we have divided the salesforce into distinct geographic regions to ensure that sellers are prepared to support the local landscape in a way that is unmatched by other vendors, both small local and national companies. We also have an extensive coworker presence throughout the United States as demonstrated below.

Our full listing of 25 U.S. sales offices is as follows, including a new location in the Nashville area, a 5,000-square-foot-office enabling us to better support OMNIA Partners members in Tennessee and the South: Chandler, AZ; Glendale, CA; Shelton, CT; Tampa, FL; Chicago, IL; Lincolnshire, IL; Vernon Hills, IL; Evansville, IN; Indianapolis, IN; Detroit, MI; Grand Rapids, MI; Minneapolis, MN; Las Vegas, NV; Cherry Hill, NJ; Eatontown, NJ; Cincinnati, OH; Cleveland, OH; Nashville, TN; Dallas, TX; Reston, VA; Bellevue, WA; Appleton, WI; Madison, WI; Milwaukee, WI; Wausau, WI.



Logistics & Performance Metrics to Support Nationwide Contract

[redacted]

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EXHIBIT F
FEDERAL FUNDS CERTIFICATIONS

FEDERAL CERTIFICATIONS
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non–Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non–Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non–Federal entity that, consistent with 31 U.S.C. 6302–6305:

(a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non–Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;

(b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non–Federal entity in carrying out the activity contemplated by the Federal award.

(c) The term does not include:

(1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or

(2) An agreement that provides only:

(i) Direct United States Government cash assistance to an individual;

(ii) A subsidy;

(iii) A loan;

(iv) A loan guarantee; or

(v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non–Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

(a)(1) The Federal financial assistance that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or

(2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.

(b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.

(c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).

(d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non–Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

(a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;

(b) Is not organized primarily for profit; and

(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non–Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non–Federal entity during the same or a future period.

Pass-through entity means a non–Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non–Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non–Federal entity may purchase property or services using small purchase methods. Non–Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is $250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non–Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES DH Initials of Authorized Representative of offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES DH Initials of Authorized Representative of offeror

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

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES DH Initials of Authorized Representative of offeror

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

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES DH Initials of Authorized Representative of offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES DH Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES DH Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non- Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES DH Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES DH Initials of Authorized Representative of offeror

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES DH Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES DH Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES DH Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? YES DH Initials of Authorized Representative of offeror

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES DH Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES DH Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name: CDW Government LLC

Address, City, State, and Zip Code: 230 N. Milwaukee Ave, Vernon Hills

Phone Number: 847.371.5800 Fax Number: 847.465.6800

Printed Name and Title of Authorized Representative: David Hutchins, Vice President Strategic Programs

Email Address: david.hutchins@cdwg.com

Signature of Authorized Representative: David C Hutchins Date: 01/15/2021

NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statues. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

DOC #1	Statement of Ownership Disclosure
DOC #2	Non-Collusion Affidavit
DOC #3	Affirmative Action Affidavit
DOC #4	Political Contribution Disclosure Form
DOC #5	Stockholder Disclosure Certification
DOC #6	Certification of Non-Involvement in Prohibited Activities in Iran
DOC #7	New Jersey Business Registration Certificate
DOC #8	EEOAA Evidence
DOC #9	McBride-Principles

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

Due to COVID-19, documents requiring a notary seal may be obtained later upon request

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: CDW Government LLC

Organization Address: 230 N. Milwaukee Ave, Vernon Hills, IL 60061

Part I Check the box that represents the type of business organization:

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☐ For-Profit Corporation (any type) ☒ Limited Liability Company (LLC)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☐ Other (be specific): _ _____

Part II

☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (**COMPLETE THE LIST BELOW IN THIS SECTION**)

OR

☒ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (**SKIP TO PART IV**)

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed**.

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above**. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the ***<name of contracting unit>*** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with ***<type of contracting unit>*** to notify the ***<type of contracting unit>*** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the ***<type of contracting unit>*** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	David Hutchins	Title:	Vice President, Strategic Programs
Signature:	David C Hutchins	Date:	01/15/2021

DOC #2

NON-COLLUSION AFFIDAVIT

STANDARD BID DOCUMENT REFERENCE	
	Reference: VII-H
Name of Form:	**NON-COLLUSION AFFIDAVIT**
Statutory Reference:	No specific statutory reference State Statutory Reference N.J.S.A. 52:34-15
Instructions Reference:	Statutory and Other Requirements VII-H
Description:	The Owner's use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding.

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of _____ ss:

I, David Hutchins residing in Libertyville
(name of affiant) (name of municipality)
in the County of Lake and State of Illinois of full age, being duly sworn according to law on my oath depose and say that:

I am Vice President, Strategic Programs of the firm of CDW Government LLC
(title or position) (name of firm)

_____ the bidder making this Proposal for the bid
Technology Solutions, Products
entitled and Services (21-04), and that I executed the said proposal with
(title of bid proposal)
full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the Region 4 Education Service Center relies upon the truth of the statements contained in said Proposal
(name of contracting unit)
and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by _____.

Subscribed and sworn to

before me this day David C Hutchins
Signature

_____, 2____ David Hutchins
(Type or print name of affiant under signature)

_____
Notary public of

My Commission expires _____

(Seal)

DOC #3

AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)

Company Name: CDW Government LLC

Street: 230 N Milwaukee Ave

City, State, Zip Code: Vernon Hills, IL 60061

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)
Vendors must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval

   OR

2. A photo copy of their Certificate of Employee Information Report

   OR

3. A complete Affirmative Action Employee Information Report (AA302) _____

Public Work – Over $50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the

B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

01/15/2021
Date

David C Hutchins
Authorized Signature and Title

Certification 26158

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-MAR-2020 to 15-MAR-2023

CDW GOVERNMENT, LLC
200 N. MILWAUKEE AVENUE
VERNON HILLS IL 60061

ELIZABETH MAHER MUOIO
State Treasurer

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

_____

Signature of Procurement Agent

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of $17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).

2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.

3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.

4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.

    a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12. They will be updated from time-to-time as necessary.
    b. A public agency using these forms **should edit them to properly reflect the correct legislative district**(s). As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
    c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
    d. The form may be used "as-is", subject to edits as described herein.
    e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
    f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.

5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
    - of the public entity awarding the contract
    - of that county in which that public entity is located
    - of another public entity within that county
    - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed $300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	CDW Government LLC		
Address:	230 N Milwaukee Ave		
City:	Vernon Hills	State: IL	Zip: 60061

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

David C Hutchins — David Hutchins — Vice President, Strategic Programs

Signature | Printed Name | Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
			$

☐ Check here if the information is continued on subsequent page(s)

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:
State: Governor, and Legislative Leadership Committees
Legislative District #s:
State Senator and two members of the General Assembly per district.

County:

Freeholders	County Clerk	Sheriff
{County Executive}	Surrogate	

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A COUNTY-BASED, CUSTOMIZABLE FORM.

DOC #5

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☒ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership ☐ Corporation ☐ Sole Proprietorship

☐ Limited Partnership ☒ Limited Liability Company ~~Corporation~~ ☐ Limited Liability Partnership

☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:

Subscribed and sworn before me this ___ day of _____, 2__.

_____
(Affiant)

(Notary Public)

(Print name & title of affiant)

My Commission expires:

(Corporate Seal)

DOC #6

Certification of Non-Involvement in Prohibited Activities in Iran

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 – 56(e) (3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 – 56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here: http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf.

Offerors should submit the above form completed with their proposal.

STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Quote Number: _____ **Bidder/Offeror:** _____

PART 1: CERTIFICATION
BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.
FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Bidders **must** review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

PLEASE CHECK THE APPROPRIATE BOX:

☐ **I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed** on the N.J. Department of the Treasury''s list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below.**

OR

☐ **I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below.** Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN
You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.

Name _____ Relationship to Bidder/Offeror _____

Description of Activities _____

_____

Duration of Engagement _____ Anticipated Cessation Date _____

Bidder/Offeror Contact Name _____ Contact Phone Number _____

ADD AN ADDITIONAL ACTIVITIES ENTRY

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____ Signature: David C Hutchins

Title: _____ Date: _____

DOC #7

NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

https://www.njportal.com/DOR/BusinessRegistration/

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	CDW GOVERNMENT LLC
Trade Name:	
Address:	200 N MILWAUKEE AVE VERNON HILLS, IL 60061-1577
Certificate Number:	1561883
Effective Date:	May 10, 2010
Date of Issuance:	August 24, 2020

For Office Use Only:

20200824125254927

EEOAA EVIDENCE

Equal Employment Opportunity/Affirmative Action
Goods, Professional Services & General Service Projects

EEO/AA Evidence

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

One of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at: http://www.state.nj.us/treasury/contract_compliance/pdf/pa.pdf for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: David Hutchins Title: Vice President, Strategic Programs

Signature: David C Hutchins Date: 01/15/2021

Certification 26158

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-MAR-2020 to 15-MAR-2023

CDW GOVERNMENT, LLC
200 N. MILWAUKEE AVENUE
VERNON HILLS IL 60061

ELIZABETH MAHER MUOIO
State Treasurer

DOC #9

MCBRIDE-PRINCIPLES

STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY

33 WEST STATE STREET, P.O. BOX 230
TRENTON, NEW JERSEY 08625-0230

MACBRIDE PRINCIPALS FORM

BID SOLICITATION #: 21-04 **VENDOR/BIDDER:** CDW Government LLC

VENDOR'S/BIDDER'S REQUIREMENT
TO PROVIDE A CERTIFICATION IN COMPLIANCE WITH THE MACBRIDE PRINCIPALS AND NORTHERN IRELAND ACT OF 1989

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principals that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

CHECK THE APPROPRIATE BOX

[X] The Vendor/Bidder has no business operations in Northern Ireland; or

OR

[ ] The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principals of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principals.

CERTIFICATION

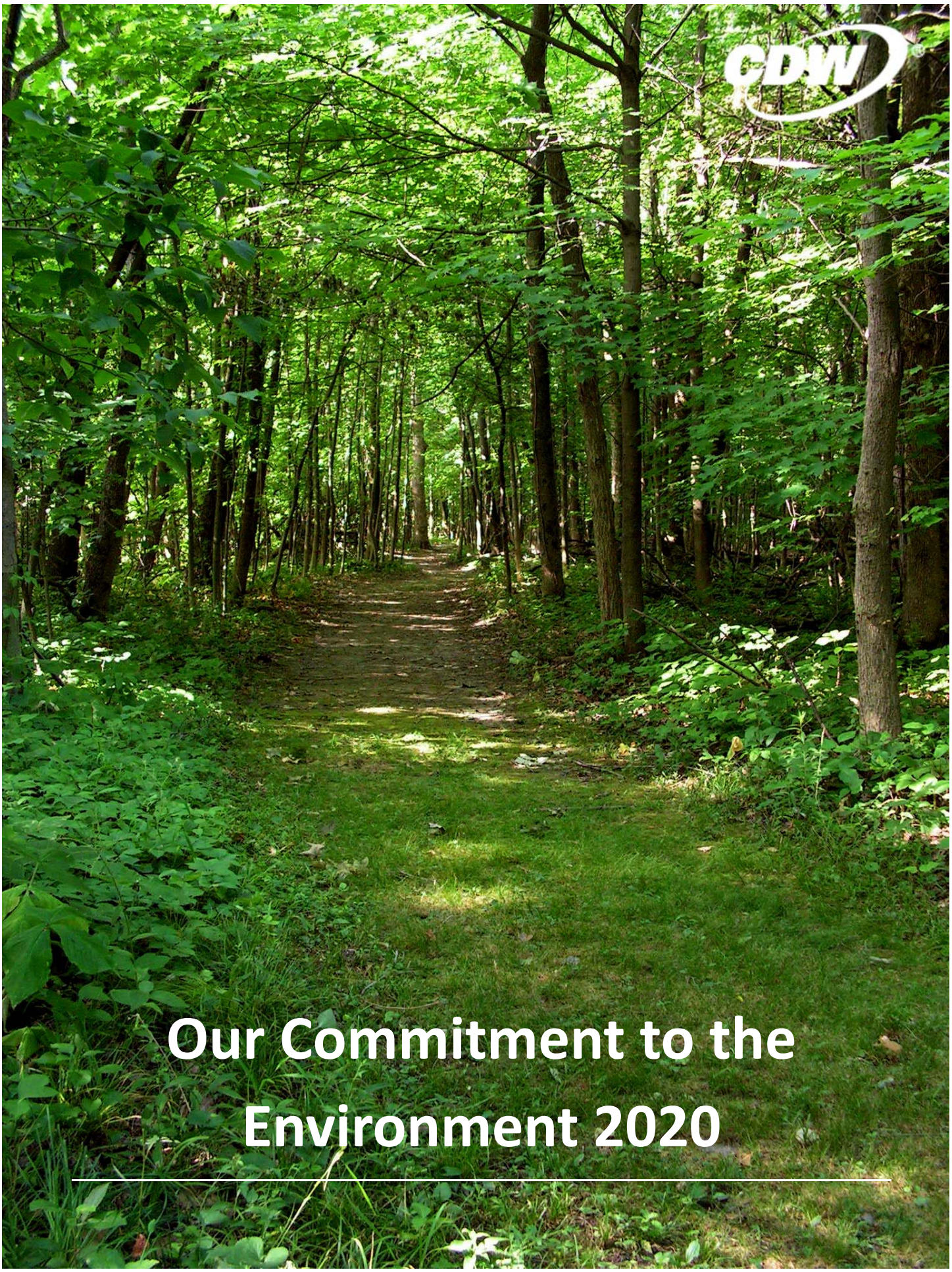
I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of **my** agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification to be void and unenforceable.

David C Hutchins — Signature

01/15/2021 — Date

David Hutchins, Vice President, Strategic Programs — Print Name and Title

Attachment A – Our Commitment to the Environment



Our Commitment to the Environment 2020

The History of CDW's beGreen Program

CDW recognizes the need for responsible environmental management and conservation of resources and has demonstrated its commitment to environmental management and principles of sustainable development through its beGreen program. The beGreen program provides coworkers with a platform to reduce, reuse and recycle in an effort to make CDW's operations leaner, more efficient and more environmentally responsible. CDW is committed to reducing energy demands, managing energy consumption and reducing environmental impact, while realizing economic growth and opportunities. CDW continually works to develop our efficiencies, waste reduction and comply with ISO 14001 standards. Since the inception of the program, CDW has seen overwhelming coworker participation in beGreen. They have the opportunity to share their green ideas with CDW and organize our sustainability goals. Coworkers have consistently responded to the campaign with suggestions, ideas and questions. The feedback has been positive and the level of participation has surpassed our expectations.

CDW has a cross functional team of coworkers who contribute to the program management, the beGreen Community. The team consists of coworkers in multiple CDW locations nationwide and in the UK collarborating through email and conference calls. The community members, in turn, work to ensure the consistency and integrity of the beGreen program, as well as share feedback on concerns and support with each location's needs. In the eleven years since its inception, beGreen has continued to thrive and grow.

beGreen focuses on several key areas: coworker education, community awareness, recycling, resource conservation and ISO 14001 standard. We aspire to become an industry leader in environmental responsibility, because it's the right thing to do. We're proud of our innovative programs, strong recycling and the energy saving efforts that CDW has implemented and we continually improve upon these efforts.

CDW beGREEN™

ISO 14001:2015 Certification

We are proud to report that CDW's distribution centers are ISO 14001 certified – the international standard for environmental management systems. This certification has been awarded to CDW's distribution centers located in Vernon Hills, IL. and North Las Vegas, NV.

"CDW is committed to sustaining a strong environmental policy that helps protect the environment and provides our customers with an efficient and cost-effective way of doing business," said Jon Stevens, Senior Vice President, Operations and Chief Information Officer at CDW. "We are honored to receive this certification as a validation of these ongoing efforts, and we appreciate our coworkers' dedication to serving the needs of our environment and customers."

CDW's Environmental Management System (EMS) establishes a common reference for communicating environmental management issues between CDW and its partners, customers, regulators and other stakeholders. Further, this system provides organizational structure, practices, procedures, training, processes and resources for implementing, reviewing and maintaining CDW's environmental policy.

For more Information about CDW's ISO14001:2015 certification, please contact ISO14001@cdw.com.

Sustainability at CDW

In connection with the beGreen program, CDW continually improves upon our environmental sustainability. Here are some notable highlights regarding the many steps we've taken to make a difference:

Lighting & Energy Management:

- Our offices and Distribution Centers are outfitted with automated climate control systems that only run when the space is occupied to help ensure we don't waste power after hours.
- The Vernon Hills Distribution Center's conveyor system detects when a product has not been carried on the line for longer than 5 minutes and automatically shuts down until a coworker restarts the line.
- The Las Vegas Distribution Center's control system is designed to monitor outside and inside temperatures and throttles the system up and down accordingly. In the spring and fall seasons, the system is able to use outside air for cooling.
- In our Vernon Hills location, we added tank less water heaters to our Daycare/Fitness Center and to our café to reduce energy consumption by only heating water when needed.
- In 2015, the Las Vegas Distribution center has updated all of their 455 watt metal halide high bay light fixtures with 192 watt LED fixtures with motion control sensors built into the fixtures for improved control, to reduce power usage, and to minimize our impact on the environment.
- In 2016, the Vernon Hills Distribution Center updated the warehouse and parking lot with LED lights containing motion sensors. This allows us to reduce our power usage while minimizing our impact to the environment.
- In 2016, the Vernon Hills Distribution Center put in new air compressors that are more energy efficient to avoid the wasted or high use energy.
- In 2018, the Vernon Hills Distribution Center installed a high efficiency chiller to save energy while creating a comfortable environment for the coworkers.
- In 2019, the Vernon Hills distribution center replaced another compressor with a higher efficiency compressor that uses almost 36k less kilowatts annually.
- In 2019, the Vernon Hills distribution center replaced 356 lamps with motion censored LED lighting saving 17 watts annually per lamp at a total annual savings of 6052 wats.

Waste Management:

- CDW offers coworkers incentives to refill their drinking containers in our cafés to encourage the use of reusable bottles and cups.
- A company-wide, internal toner cartridge recycling program was implemented to ensure proper disposal of cartridges.
- CDW's Vernon Hills location compost all back of the house materials from our cafeteria to gain enriched soil and remove the products from the landfill.

Eco-friendly Alternatives:

- Our maintenance crews replace petroleum-based degreaser products, when possible, with a citrus-based cleaner/degreaser that is made from natural products and is better for the environment.
- Our cleaning crews also use natural and vinegar-based cleaners in place of chemical cleaners that can be harmful to the environment.

Coworker Engagement:

- Multiple locations participate in our annual Earth Day celebration, intended to educate coworkers on sustainability by providing them with information and products. Additionally, CDW's participation in Earth Hour encourages everyone to adopt energy efficiency measures to consume less energy, water and other natural resources. These events are held to assist our coworkers in considering sustainable opportunities both at work and home.
- In 2016, CDW Illinois locations won the Illinois Governor's Sustainability Award which showcased the hard work put into our sustainability efforts.

Community

Through CDW's Printer Supplies Program advanced membership, the customer will receive complimentary enrollment into the Print Releaf program.

In June of 2018, CDW partnered with Print Releaf to give our customers an option that sustains our forests.

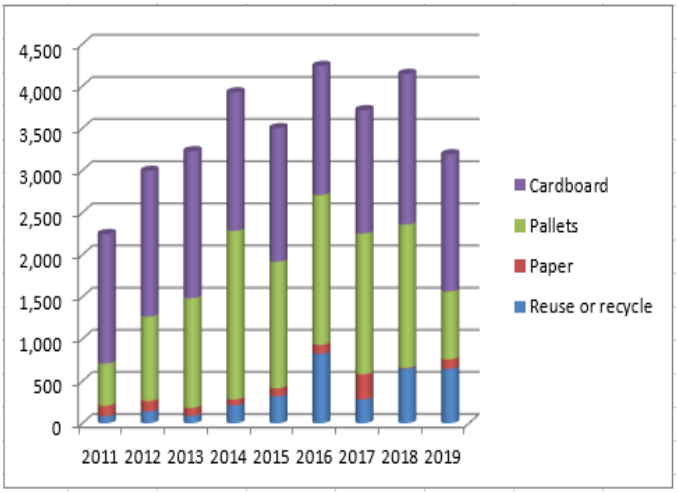
Print releaf is a patented software platform that empowers businesses to sustain and grow our global forestry system.

- Print releaf measures your companies paper consumption over time.
- Print releaf calculates the forest impact of your paper consumption.
- Your paper footprint is automatically reforested at planting sites of your choice.

In a lifetime statement dated 12/12/2019, since joining print releaf on 6/18/2018, CDW customers have collectively offset the equivalent of 108,434,177 total standard pages of paper consumption by reforesting 13,013 standard trees.

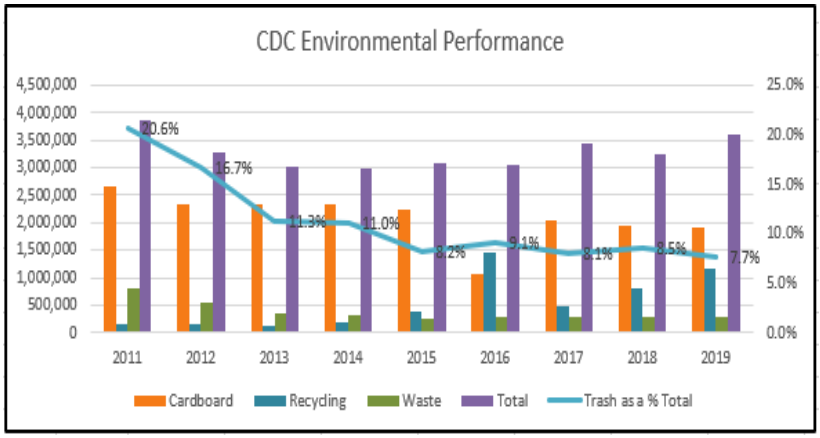
Recycling at CDW

CDW reduces and eliminates waste, when possible, through recycling. All waste is safely and responsibly handled and disposed. We also reuse when ever possible to avoid the waste stream and recycling efforts. Our Distribution Centers employ programs that are designed to recycle corrugate, shrink wrap, wooden pallets and paper. In 2019, we recycled approximately 1,628 tons of corrugate, 804 tons of wooden and plastic pallets, 645 tons of shrink wrap and other recyclables and 114 tons of paper[1]. While fluctuations vary depending on the volume received each year, our recycling efforts have resulted in a consistent reduction in our waste hauls from three times a week to only twice a year. The import/export laws regarding recyclable material have made it challenging but not impossible to recycle. To the right is a graph displaying the total recycling results CDW has achieved at its Distribution Centers.

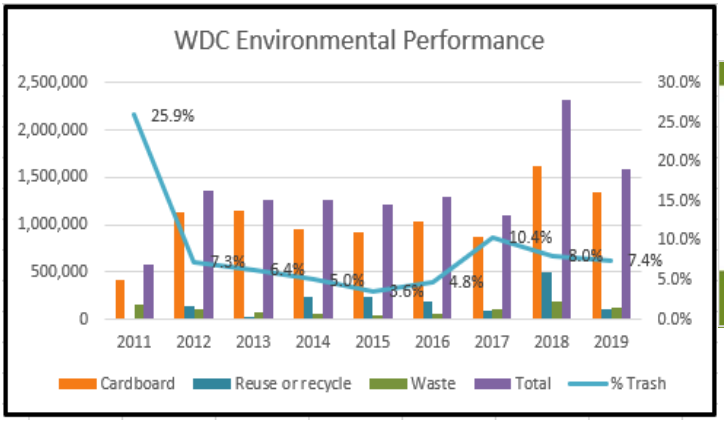


*Paper count includes attached office recycling in the 200 N Milwaukee Ave building.

Reducing Waste—Central Distribution center



Reducing Waste—Western Distribution center



As a part of our ISO 14001 certification, CDW set a goal for 2019 to maintain 90% diversion rate or better of waste sent to landfills by ensuring recyclable items are properly disposed of through our network of recycling bins at our Vernon Hills Distribution Center and our Las Vegas Distribution Center. To the left is a look at our annual tons recycled as compared to our waste tonnage at our Vernon Hills and Las Vegas distribution centers.

Numerous recycling centers have been set up on each floor of our office locations, making it easy and convenient for coworkers to recycle plastic, cardboard, aluminum, glass and other materials. Signs are posted in each recycling area making it easy for coworkers and visitors alike to join CDW in its ongoing commitment to environmental sustainability.

[1]Paper count includes attached office recycling in the 200 N Milwaukee Ave building.

Packaging & Transportation

CDW supports environmentally friendly shipping methods through efficient use of materials and natural resources. We achieve this through our shipping partners, recyclable packaging and smart packaging systems.

- Over 95% of our shipments use carriers that are enrolled in the EPA Smart Way Transport Partnership[2].
- In 2019, we implemented direct lanes which creates a more efficient shipment of boxes going to the same area. This ensures less stops for resorting and decreases the carbon footprint.
- Our pick-pack shipping containers are made of the maximum allowable amount of post-consumer recycled material and are 100% recyclable.
- We are also focused on increasing capacity utilization in our supply chain through effective transportation routing and carrier usage. CDW Logistics works to consolidate shipments with suppliers to limit the amount of movement and touches along the supply chain, which enables carrier partners to reduce their CO2 emissions.
- We use manufacturer packaging when possible, with more than 50% of our shipments being sent in the original manufacturer packaging, instead of being repackaged in new boxes.
- We have also redesigned our box estimation program to use the least amount of packaging necessary, while achieving industry best-in-class levels and ensuring customer satisfaction. Today, our systems take into account the dimensions and weight of product to maximize the amount of product put into each box.
- We have implemented envelope shipping for small items that do not have a high risk of damage. This will limit the amount of packaging required for recycling by the customer after receipt. The envelopes are made from 100% recycled material and are 100% recyclable.

[2]"The Smart Way Transport Partnership helps freight companies improve fuel efficiency, increase environmental performance, and increase supply chain sustainability." — EPA

CDW's Data Centers

CDW has an ongoing commitment to energy efficiency in our data centers. We test and implement new tools and programs to continuously improve our energy usage and to help control operational costs. Our data centers have performed key upgrades to allow us to enhance and measure these efficiency improvements:

- All light bulbs and ballasts have been replaced with high efficiency equivalents.
- Our Minneapolis office location installed a light timer that saves roughly 8 hours of "lighting time" daily. The estimated savings of having these 668 lights off for 8 hours per day translates to a savings of just under 20kWh of power saved daily.
- The HVAC systems in the Madison & Minneapolis office locations were redesigned to improve efficiency by allowing the air conditioners to consistently operate at their peak efficiency thereby reducing energy usage.
- Power Usage Effectiveness (PUE) monitoring has been deployed in both the Madison and Minneapolis locations. This real time efficiency monitoring meets EPA standards for measuring data center PUE and provides CDW with a view of our energy efficiency so adjustments can be made while also gauging the effectiveness of our efforts. To date these efforts have paid off in our data centers and have resulted in the following savings:
  - Air conditioning set points were increased by an average of 6 degrees, translating to a cooling utility savings of nearly 25%.
  - Annual energy cost avoidance savings to date is over $300,000 and growing.

For more information on the beGreen program or CDW's sustainability efforts, please email beGreen@cdw.com.

Attachment B – Supplier Diversity Economic Impact 2019

DIVERSITY MATTERS

Supplier Diversity Economic Impact

2019

CDW generates business opportunities that position diverse suppliers for economic sustainability, yield competitive advantages for our company and deliver exceptional technology experiences for our customers.

WE GET DIVERSITY

Contents

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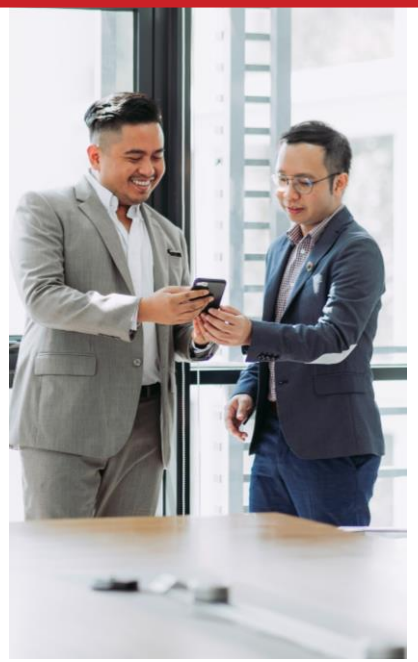
Our Business



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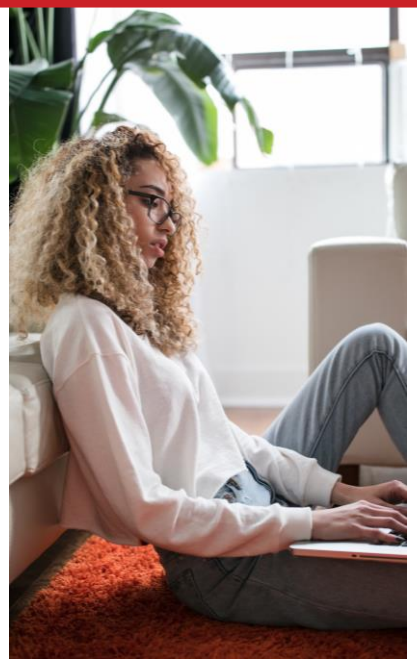
Our Supplier Diversity Program



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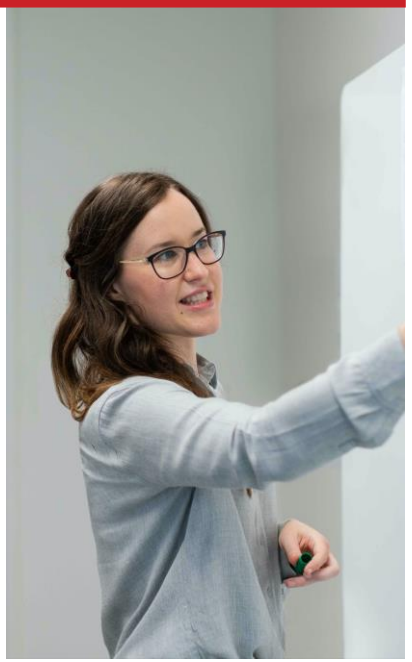
Our Diverse Suppliers



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Accomplishments and the Future

Our Business

At CDW, we believe that Supplier Diversity is about providing a deep pool of suppliers who are creative, innovative, and competitive. It is not about hitting spending goals and it isn't a handout.

Supplier Diversity enables us to provide our customers the best products on the market for the highest value.

We invest more than dollars in our suppliers. We invest our time customized training, and networking opportunities. And commit to a long-term vision of supply chain diversity so that you are always at the bleeding edge of exceptional technology.

Our Business

CDW is the leading multi-brand technology solutions provider to business, government, education, and healthcare customers in the United States, the United Kingdom, and Canada.

Founded in 1984, we offer our customers a broad array of offerings ranging from hardware and software to integrated IT solutions such as security, cloud, data center, and networking.

$18 Billion
Annual Sales (2019)

250,000
Customers

191
Fortune 500 Rank (IT)

$2.1 Billion
Purchases from Small & Diverse Business

1,100+
Certified Small, Diverse Partners

The CDW Way

The shared values that guide our behavior.

We run our business with passion and integrity.
We empower others to do their jobs.
We keep our commitments.
We treat others with respect.
We resolve conflict directly.
We listen.
We include stakeholders in the decision process.
We live our “philosophies of success” every day.
We make things happen.

The CDW Business Model

Everything we do revolves around our customers.

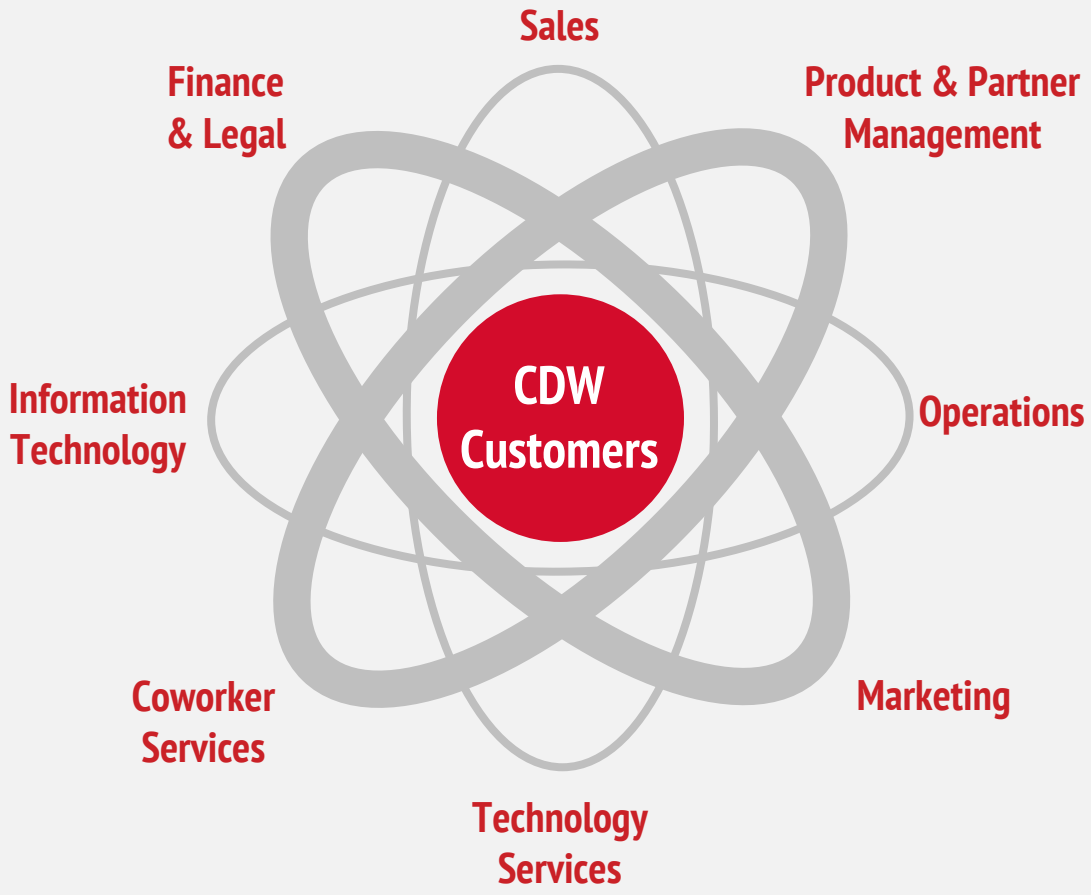
CDW sits between customers and supplier partners, creating unique value for both.

Our Customers receive access to:

- More than 100,000 products and services from more than 1,000 leading and emerging supplier partners
- CDW's deep technical resources, including sellers, highly-skilled technology specialists and advanced service delivery engineers.
- Value-added services to help customers with their IT lifecycle management.

And, our Supplier partners:

- Receive access to CDW's 250,000+ customers
- The ability to augment their product offerings with a wide range of value-added IT and distribution services.
- CDW serves as an extension of its supplier partners' sales and marketing resources.



Our Supplier Diversity Program

Our Supplier Diversity Program

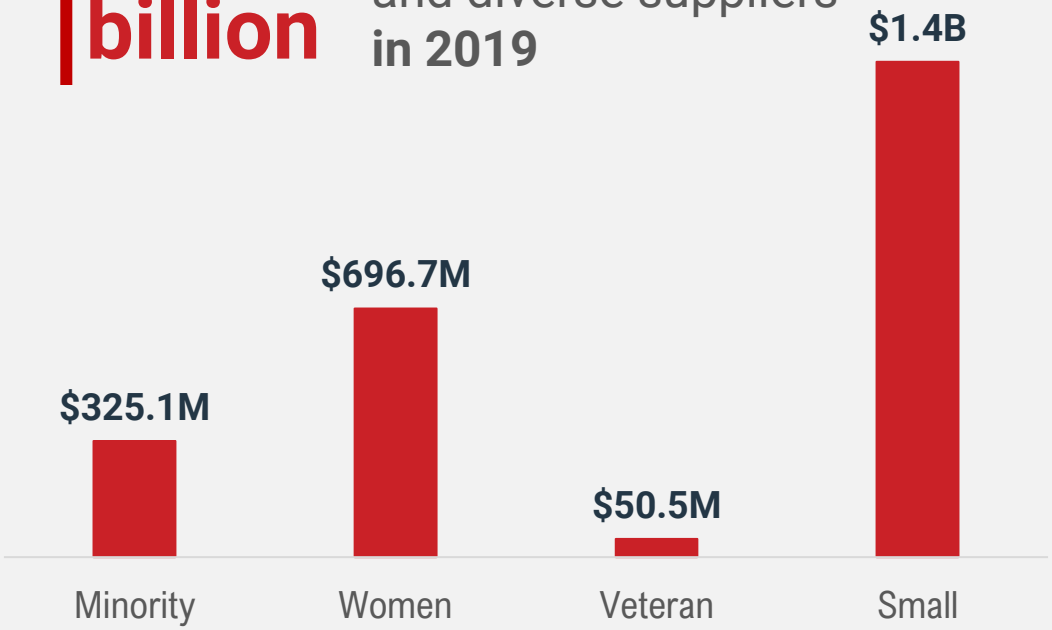
CDW started its Supplier Diversity program in 2007 to help its customer meet their small and diverse business goals. Since then, CDW has continued to grow its program, and our purchases from diverse suppliers has grown from $359M in 2007 to over $2.1 billion – a 472% increase in just twelve years ago.

Since 2007, we have spent more than $14 billion with small and diverse businesses.

Our Purchases From Small And Diverse Suppliers

In 2019, CDW continued to proactively seek opportunities to engage and purchase from small and diverse businesses. We see the unwavering commitment to supplier diversity as a means of strengthening our procurement process. Equality is an important aspect of our procurement vision and is the most immediate way to make an economic difference by putting resources back into the community.

$2.1 billion Our spend with small and diverse suppliers **in 2019**



Note: Suppliers are counted in every category that they are certified. Therefore, the numbers for each category cannot be added to match the total.

Measuring Economic Impact

Supplier diversity programs help foster jobs and economic activity in underrepresented segments of the business and customer community. Inclusive procurement practices provide opportunities to diverse businesses, that in turn provide greater representation, employment and economic advancement for minority, women, veteran and LGBTQ communities.

Economic Impact

The impact of spending with a supplier is greater than direct purchases CDW makes from the company. This is because money spent with the supplier is spent again on payroll, goods and services, and other suppliers in its supply chain. The company's employees use their salaries to purchase goods and services from other businesses. Downstream suppliers similarly use the proceeds from their sales on their employees and other businesses. A chain reaction of indirect and induced spending continues. This economic ripple effect is analyzed in an economic impact assessment.

Economic Impact Metrics

Economic impact is measured through three metrics:

Production: Purchases from diverse businesses support economic activity at these suppliers and creates a ripple effect of purchases through the supply chain.

Jobs: Suppliers ramp up staff to support additional sales. This supports jobs at the diverse suppliers, within their supply chain and in their communities.

Wages: Employees that hold these jobs earn incomes that help support their families and create additional spending.

How Supplier Diversity Drives Economic Impact

Supplier diversity programs help foster jobs and economic activity in underrepresented segments of the business and customer community. Inclusive procurement practices provide opportunities to diverse businesses, that in turn provide greater representation, employment and economic advancement for minority, women, veteran and LGBTQ communities.

Supplier Diversity Purchases
CDW's purchases through its suppliers triggers a ripple effect through its supply chain.

Direct Impact
This is impact at CDW's immediate suppliers who employ people and other suppliers to support their sales to CDW.

Indirect Impact
CDW's suppliers purchase goods and services from other suppliers which creates jobs in their supply chains.

Induced Impact
Employees at these jobs support additional jobs in their communities through purchases of goods and services.

The Economic Impact of CDW's Supplier Diversity Program

CDW's supplier diversity program spreads economic development to communities through engagement of small diverse suppliers. The impact of this program expands beyond the immediate suppliers. CDW's diverse suppliers and the employees they hire engage other suppliers in their supply chain and in their communities. This engagement creates a multiplier effect that ripple through the economy.

$2.1 billion

Purchases from small and diverse businesses

$3.6 billion

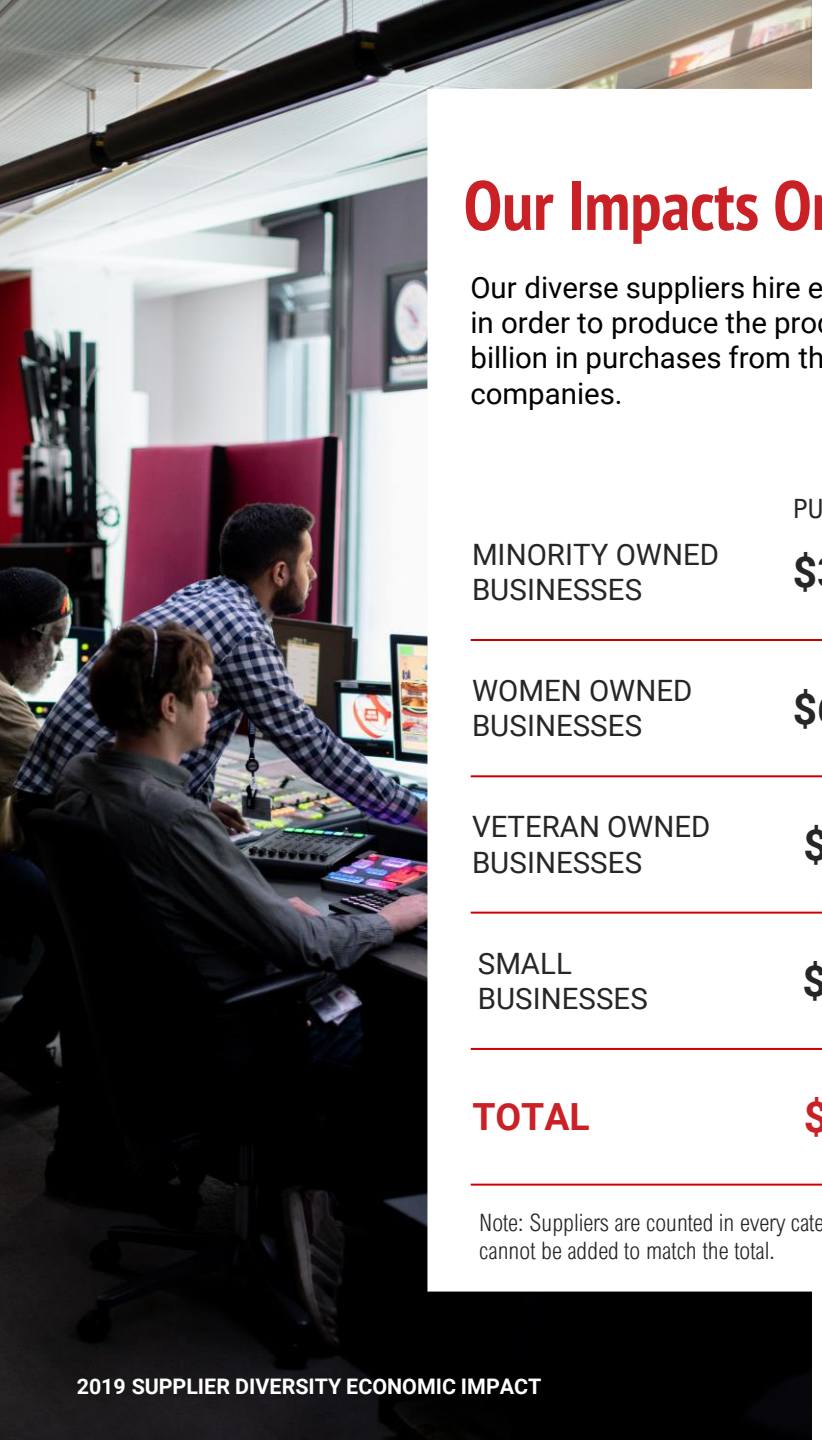
Total economic production generated through CDW's Supplier Diversity program.

22,058

Total jobs supported

$1.3 billion

Total wages by workers earned from the resulting economic activity



Our Impacts On Our Diverse Suppliers

Our diverse suppliers hire employees and purchase additional materials in order to produce the products and services they sell to us. The $2.05 billion in purchases from these suppliers supported 11,076 jobs at these companies.

	CDW PURCHASES	JOBS SUPPORTED	WAGES EARNED
MINORITY OWNED BUSINESSES	**$325M**	**1,427**	**$106M**
WOMEN OWNED BUSINESSES	**$697M**	**3,257**	**$249M**
VETERAN OWNED BUSINESSES	**$51M**	**243**	**$17M**
SMALL BUSINESSES	**$1.4B**	**8,104**	**$457M**
TOTAL	**$2.1B**	**11,076**	**$684M**

Note: Suppliers are counted in every category that they are certified. Therefore, the numbers for each category cannot be added to match the total.

The Multiplier Effect Of Our Spending

Our purchases from diverse businesses set off a series of additional business-to-business activity as our suppliers must in turn purchase from other businesses to provide their products and services. This ripple effect of purchases in the supply chain is called the **indirect effect**.

The jobs supported in the supply chain through the direct and indirect effects creates household wages. These wages are spent in the local communities, and this spending supports additional jobs. This is called the **induced effect**.

	ECONOMIC PRODUCTION	JOBS SUPPORTED	WAGES EARNED
INDIRECT IMPACT	**$746M**	**4,463**	**$330M**
INDUCED IMPACT	**$810M**	**6,339**	**$288M**
TOTAL	**$1.6B**	**10,802**	**$618M**

Top 10 Categories by Jobs at Diverse Suppliers

Our Diverse Suppliers

Developing Supplier Integrity and Resilience

CDW's Supplier Diversity initiative supports the business activities and growth of our small and diverse businesses through scholarships, mentorships, and training. When small and diverse business owners work with CDW, they become stronger, more effective businesses.

Our program:

- Supports and empowers minority entrepreneurs and business leaders.
- Provides leadership and job funnels for minority groups.
- Creates an economic ripple effect in families and communities.
- Provides opportunities to diverse businesses that provide greater representation, employment, and economic advancement for minority, women, veteran, and LGBTQ communities.

A Stronger Supply Chain

Investing in MANY diverse suppliers.

For CDW, it's not only the size of our diverse purchasing that counts, it is also our footprint. We aim to expand the number of suppliers we do business with. In 2019, we had over 400 diverse partner relationships. We prioritize discovering and training more suppliers every year - creating a healthy environment of competition and business growth.

This breadth of our diverse partners allows us to provide our customers with a deep pool of suppliers and exceptional solutions and customer service.

Helping strengthen our small and diverse suppliers.

We offer training, mentorship and scholarship programs so that our suppliers are stronger businesses - an investment that benefits them, us, and, our customers.

Building long term capacity in suppliers.

CDW•G's Small Business Partner Consortium (SBC) was created in 2003 to help small and disadvantaged businesses more effectively compete for federal and state information technology (IT) contracts. Partnering companies leverage CDW•G's operational efficiency, marketing reach, e-commerce and service capabilities. The program enables government agencies to utilize minority, veteran, HUBZone, and women-owned businesses. As an added benefit, government agencies that hire SBC participants receive specialized IT services through CDW•G.

"World class supplier diversity programs are led by world class supplier leaders. CDW is the example of supplier diversity and what can happen when you go above and beyond checking a box. CDW helps entrepreneurs expand into different sectors and helps their customers by bringing these suppliers to share their skills."

Ralph Moore
RGMA Founder and President
Supplier Diversity Innovator

V3GATE
DELIVERING THE NEW ERA OF IT

Service-Disabled Veteran Business Enterprise

CDW Supplier Since: 2009

V3Gate was named to the 2019 Inc. 5000 list of Fastest-Growing Private Companies

Long Term, Dependable Relationships

When CDW finds promising suppliers, we invite them to participate in trainings, mentorships, and the small business consortium. We also introduce them to suppliers and partners. This is how we build long term relationships that our customers and suppliers can rely on.

Synergistic Partnerships

Oscar Valdez, Jr., a combat veteran, co-founded V3Gate with his partner Tad Rzonca. V3Gate's relationship with CDW began not as a supplier, but as a customer when V3Gate began sourcing from CDW for its contracts.
In 2008, CDW encouraged V3Gate to participate in CDW-G's Small Business Partner Consortium.

A year into the program, CDW asked V3Gate to be one of their suppliers. CDW invited Tad to multiple lunch-and-learn events to present to CDW representatives. CDW's Supplier Diversity team mentored him for these sessions and coached him to demonstrate how V3Gate added value to CDW and its customers. These engagements propelled new business between CDW and V3Gate. V3Gate has grown 581% in three years. They engage with CDW both as a supplier and as a customer. In 2019, V3Gate business with CDW grew to over $100 million.

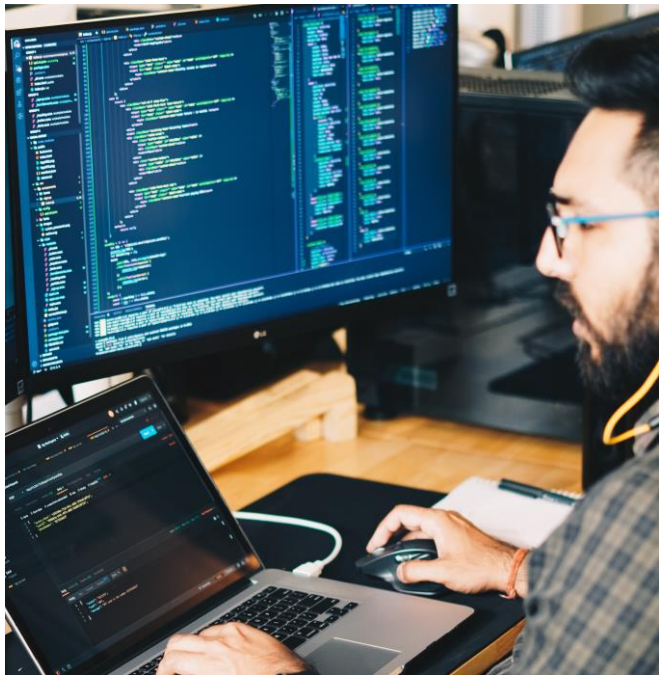
In an example of the multiplier effect of supplier diversity spending, V3Gate is passing it forward. In addition to building a diverse workplace and contributing to charities, V3Gate signed a mentor-protégé program to help a small business develop its capacity.

"If you want to work with CDW, they'll give you every opportunity to succeed, but you have to bring real value to them and to their customers. They are as competitive as they come."

- Tad Rzonca, President, V3Gate

Top Tier Customer Experience

CDW values our suppliers as equal partners. We rely on them to bring a superior level of expertise, knowledge, and skillsets to the table for our customers - every time. Together, we offer a rich and collaborative customer experience from the inception of a solution, and all through the presentation, delivery, and implementation.



Minority Business Enterprise

CDW Supplier Since: 2007

Aligned Vision

Betis Group is a systems integrator with 25 years of experience serving government and commercial clients through global IT solutions.

Betis Group and CDW began working together on Supplier Diversity Initiatives in mid-2004. Over the years, the two companies have worked side-by-side to develop Tier 1 and Tier 2 offerings for their customers and create a highly profitable and successful working partnership.

Betis Group and CDW often jointly present to customers across the US and demonstrate the value they deliver through their collaboration.

"As an MBE, CDW's Supplier Diversity Program allows Betis Group to leverage their experienced sales force and past performance, in addition to its enterprise-level configuration and staged shipment capacity," said Hernan Cortes, Betis Group President, and CEO.

Working with CDW, Betis Group has been able to leverage CDW's solutions breadth and operational capacity to increase Betis's sales and exposure to market opportunities. This partnership enables Betis to develop strategic relationships with suppliers and OEMs.

"CDW gives us the opportunity to amplify our expertise and strong customer focus with best-in-class technology, as well as the best e-commerce and operational infrastructure in the market."

- Hernan Cortes, President and CEO, Betis Group

Creative Solutions for your Needs

CDW works with award-winning companies at the top of their fields. Our suppliers are innovators and adaptors. When our customers come to us with a problem, we can rely on our suppliers to partner with us to find a solution. **And if a solution doesn't exist, we create one together.**

Minority Business Enterprise

CDW Supplier Since: 2007

The CRS Group won the ClearlyRated Best in Staffing Award four times for Service Excellence.

Best in Class

The CRS Group has worked with CDW for over thirteen years to help customers source the right people with the right jobs. The relationship started at the Chicago Business Opportunity Fair. CDW needed support filling new internal staff projects. Over time, CDW expanded The CRS Group's footprint. CDW invited CRS Group representatives to invite-only events and introduced them to other suppliers and corporations.

CRS Group's Michael Gaines is deeply involved in the small and diverse business community and has lent his knowledge and expertise to introduce other suppliers to CDW and create a more effective Small Diverse Business program. In turn, CDW has turned to CRS Group to offer solutions CRS otherwise didn't service. Through building trust and innovating on solutions, CDW has collaborated with CRS Group to expand its services.

"CDW has helped us expand in several areas of contingent labor needs thereby allowing us to grow our business. We're partners who create win-win solutions to the challenges that we all face. Each company supports the other's initiatives, needs, and information and that enables us to support the goals of our respective companies and our customers."

- Michael Gaines, President, The CRS Group

Stronger Business Leaders

A business is only as strong as it's leadership. We help grow leaders at diverse businesses to even the playing field so that our suppliers are more competitive on their own, and more successful as our partners.

CEO Success Community, a division of VEO Group has coached over 500 women and diversity business owners on how to position their company, fast-track revenues, build corporate relationships, and win clients.

Women Business Enterprise

CDW Supplier Since: 2019

"It only takes a second to see how deeply committed CDW is to supplier diversity and finding opportunities for Diversity CEOs. Bottomline, it is not what you say that people remember but what you do." - Marianne Ellis, Co-Founder/CEO, CEO Success Community

CDW sponsored two CEOs of women-owned businesses to participate in CEO Success Community's Conference Maximizer leadership program. The program teaches CEOs to maximize their opportunities at trade events, win contracts and increase revenue. After COVID-19, the program pivoted to Virtual Conference Training.

"I learned how to systemize my approach which has been a weak spot of mine. I was ready to walk into the WBENC Summit & Salute conference not just as ONE company, but with a team of WBE CEOs who could share opportunities and connections."

Melanie Rae, Founder + Author
Guided Business Plan

"This program opened doors with corporations and fellow WBEs. Marianne's guidance with strategy has elevated our cohort's conversations in identifying plans to achieve our goals of increasing revenues and forming relationships."

Subha Rajana, CEO
Biarca

R Mo Diversity Solutions
Certifications, Procurement & Information Technology

Minority and Women Business Enterprise

CDW Supplier Since: 2019

Protecting Your Investments

To ensure our customers always achieve their goals for supporting small, diverse businesses, we work closely with our suppliers. Becoming certified can be a long and arduous process. When we noticed that maintaining certification was an obstacle for some of our suppliers and threatened the resiliency of our supply chain, we looked for solutions

R Mo Diversity Solutions helps CDW suppliers secure certification and recertification to protect the integrity of our supply chain.

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CDW initially engaged R Mo Diversity Solutions, a Minority, Women-Owned, Disadvantaged and SBA 8(a) certified business, to help re-certify one of CDW's largest suppliers, whose business was integral to CDW's customer goals. CDW is now working with R Mo Diversity Solutions to develop a digital library of over 1,000 diverse suppliers. Through it's relationship with CDW, R Mo Diversity Solutions is seeing their business model expand.

"Kristin Malek treats small businesses with respect, gives them value, and helps them to grow. She is very encouraging and responsive. Since starting my relationship with CDW and Kristin Malek, I have begun developing a new product for my corporate partners that ensures more suppliers are certified and geared for their business growth."

- Ranjani Mohana, Founder, R Mo Diversity Solutions

Creating Opportunities for Suppliers

CDW takes every opportunity to create openings for our suppliers to grow their businesses. We challenge our suppliers to think outside the box and beyond the sector that they initially targeted. This provides new avenues for growth, creates jobs, and increases profits. It also helps CDW build a more resilient supply chain.

Empowering Diverse Suppliers to Serve All CDW Clients

Many CDW suppliers often target only specific sectors. This narrow focus limits their potential to the customers who can benefit from their solution.

CDW works in the public, private, nonprofit, education, and healthcare sectors. To secure the best solutions for all our customers, we empower our Tier 1 diverse suppliers to make cross-sector transitions. We have helped suppliers transition from servicing only the government sector to also selling to the private sector. CDW opens doors for these businesses by providing education, training, and introductions to expand their customer base.

Our customers benefit immediately from these improved procurement options.

Accomplishments and the Future

Supplier Diversity Team Awards and Recognition

US Veterans Magazine Best of the Best Supplier Diversity Program

CDW as a 2019 Best of the Best in Supplier. Diversity out of over 350 organization. The goal of the U.S. Veterans Magazine annual evaluation is to encourage active outreach and diversity policies among corporations and government agencies. The lists were compiled from market research, independent research, diversity conference participation and survey responses.

Billion Dollar Roundtable Excellence in Supplier Diversity

CDW achieved membership in the Billion Dollar Roundtable for procuring more than $1 billion annually from minority- and women-owned businesses on a first-tier basis. This reflects CDW's strong commitment to ensure a diverse and inclusive supply chain.

Celebrating Membership in The Billion Dollar Roundtable

CDW celebrated the procurement of more than $1 billion in 2019 from minority- and women-owned businesses on a first-tier basis. This milestone unlocked our membership in the Billion Dollar Roundtable. CDW joined an exclusive group of only 28 other companies such as Walmart, CVS Health, Apple, Dell, IBM, and Microsoft.

An Annual $1 Billion Commitment

The Billion Dollar Roundtable was created in 2001 to drive supplier diversity excellence through best practice sharing and thought leadership. The BDR recognizes and celebrates corporations that achieved spending of at least $1 billion with minority and woman-owned suppliers.

Thought Leadership

The BDR promotes and shares best practices in supply chain diversity excellence through the production of white papers. In discussions, the members review common issues, opportunities and strategies.

The BDR encourages corporate entities to continue growing their supplier diversity programs by increasing commitment spending levels each year.

"A diverse supplier base enables CDW to contribute to the economic well-being of all segments of the U.S. population. We recognize that partnering with suppliers who provide a diverse set of ideas – in addition to delivering support, goods and services – creates a significant competitive advantage for CDW and our customers. We are honored to have reached this important milestone and look forward to continuing our work leading, influencing and shaping supplier diversity excellence."

Dave Hutchins
Vice President, Strategic Programs, CDW

The Future Is Even Brighter

Sourcing More Suppliers, Investing More Resources, Creating More Jobs

Although CDW has been spending over $1 billion with small and diverse businesses since 2014, we continue to add new small and diverse partners. The biggest benefit of the strength of our program has been the opportunity to share our growth with diverse businesses. It creates a win-win-win situation for our customers, our diverse partners, and for us. Our customers win because we're able to deliver diverse solutions, diverse suppliers win when they secure opportunities to grow, and we win because we are playing a role facilitating this interaction.

Streamlining Business

Business runs smoother when processes are streamlined. That's why CDW is working to make finding solutions and choosing suppliers as easy as possible.
CDW is building a digital library of over 1,000 CDW diverse suppliers.

Through our supplier diversity program, we envision a future that provides economic empowerment and where CDW has a better a powerful impact in the communities we serve.

"I look for ways throughout the organization to create awareness and include diverse suppliers. My vision is for supplier diversity not to have to be a thing— just the way we do business. While we have more work to do, I'm incredibly proud of the $2-plus billion we spend with diverse suppliers every year." **Stephanie Santander, Director, Program and Contracts, CDW**

Partner with CDW, Meet Your Goals, Make a Difference

Partnering with us means achieving your company goals and increasing your access to more diverse and innovative suppliers. It means genuinely changing the lives of the people in your community and the communities you do business.

It is more than reports and data, its people and their kids, education and local investment, a higher quality of life for the people you work with and their paying it forward. It's the ability to invest in a brighter future for everyone.

"We are creating solutions that foster more equality in the supply chain. For CDW, it is about having a meaningful impact. We know when we invest in small and diverse businesses, we have the opportunity to drive job creation and to create a lasting economic empowerment in the community."

Kristin Malek
Senior Manager Supplier Diversity, CDW

Appendix: Economic Impact Modeling

Economic impact modeling is a standard tool used to quantify the economic contribution of an investment or company. This modeling uses an "Input-Output" economic model to estimate the number of times each dollar of "input," or direct spending, cycles through the economy in terms of "indirect and induced output," or additional spending, personal income, and employment.[1]

There are several Input-Output models used by economists to estimate multiplier effects. supplier.io employed the IMPLAN input-output model in developing estimates of spending, income and employment impacts. This model, initially developed by the U.S. Department of Agriculture, examines inter-industry relationships in local, regional, and national economies.

An Input-Output model uses a matrix representation of a nation's interconnected economy to calculate the effect of changes in spending by consumers, by an industry, or by others, on other industries and the entire economy. This matrix representation and the related Input-Output tables ultimately measure "multiplier effects" of an industry by tracing the effects of its inter-industry transactions – that is the number value of goods and services that are needed (inputs) to produce each dollar of output for the individual sector being studied. In essence, an Input-Output model is a table which shows who buys what from whom in the economy.[2]

This report is based on an analysis of data provided by CDW using IMPLAN's Input-output multipliers, and the supplier diversity information in supplier.io's database of nearly 1.6 million active certifications.

supplier.io

ABOUT SUPPLIER.IO

SUPPLIER.IO is redefining supplier diversity solutions. By providing comprehensive, accurate data in near real time, we help our customers get information they need to grow their supplier diversity program. To learn more, visit https://supplier.io.

References:

1. US Government Revenues: http://www.usgovernmentrevenue.com/total_2014USrt_17rs1n
2. United States GDP: http://www.tradingeconomics.com/united-states/gdp

CDW
PEOPLE
WHO
GET IT

Attachment C – Manufacturer Line Card

WE GET HAVING CHOICES.

A

Absolute Software
AccessData
ACD Systems
Acer
Acronis
Actifio
Actiontec
Adaptec
Addonics
Adesso
Adobe
ADTRAN
Advanced Media Services
AeroScout
Airtame
Alcatel Internetworking
Alera Technologies
Allied Telesis
Alsoft
Altec Lansing
Altova
Aluratek
Amazon
Ambir Technology
AMD
American Microsystems
Amphenol
Antec
Anywhere Cart
APC
Apex
APG Cash Drawer
Apple
Applied CRM Solutions, Inc.
AppSense
AppSpace
Apricorn
Aptris
Arbor Networks, Inc.
Arcana Networks
Arcserve
Arctic Wolf
Ardham Technologies
Areca
Arecont
Arlington Imaging Supplies
Armoractive
Array Networks
Arrosoft Solutions
Arxscan
Ascom
ASI System Integration
Asurion
ASUS
AT&T
ATC Tech Solutions
Atech Technologies
ATEN Technologies
Atlantic Digital
Atlas Sound
Atlona
ATP Electronics
ATTO Technology
Audiocodes
Audio Enhancement
Audio Visual Innovations
Aurora Systems Consulting
Autodesk
Automated Systems Consulting
Avaya
AvePoint
AVer Information
Avery Dennison
AVG Tehnologies USA
Avid
Avizia
Avnet Services
Avocor
Avteq
Axiohm
Axiom

B

B&B Electronics
B2GNow
Babel Street
Baer Consulting
BAFO Technologies
Balt, Inc.
Barco
Bare Bones Software
Barracuda Networks
Barrister Global Services Network
Battery Biz
Battery Technology
Bay Tech
BCDVideo
Beam Mobile
Belden
Belkin
Benq Peripherals
Berk-Tek
Best Data Product
Betis Group
BeyondTrust
BIC Corp
BigHand
Big Tin Can
Binary Tree
Bitdefender
Bitglass
BitTitan
Bixolon
Biz Technology Solutions
Black Box
Blackhawk Data
Blink ITS
BlueBeam
BlueBeam Software
BlueBird
Blue Cat Networks
Blue Chip
Blue Chip Cloud
Bluefin
BMC Software
Bogen
Bomgar
Bosch
Bose
Bouncepad
Box.com
Boxx
Brady Industries
Brainstorm
Breezie
Brenthaven
Bretford
BridgeWave
BrightSign
BRIMY
Broadcom
Brocade
Brooks Power Systems
Brooktrout
Brother
Brothers Integrated Tech
Bucher + Suter
Buffalo Technology
BuMat
Business Source
BUSlink
Bytecc

C

CA Technologies
Calabrio
Calero Software
Califone
Camali Corp
Canon
Canvas
Capella Technologies
Capsa Rubbermaid
Carahsoft Services
Carbon Black
CarbonHelix
Carbonite
Cardett Associates
Carousel Industries
Cascade Computer Maintenance
Case Logic
Casio
CATDV
CDO Technologies
CDW
CDW Services
Celestix
Cellular Services
Centerline Communications
CentraComm Communications

CDW PEOPLE WHO GET IT®

WE GET WANTING THE BEST SOLUTIONS.

Centricist
Centrify
Century Software
Certero
Cetecea
Chatsworth Products
Check Point Software
Chef
Chelsio
Chenbro
Cherry
Chief
Chip PC Industries
Christie Projectors
Ciena
Cinemassive
CipherLab
Cisco
Citizen America
Citrix
ClassLink
ClearCube Technology
ClearOne
Clearswift
ClearVision AV
Clinton Learning Solutions
Cloudbees
Cloudian
CloudGenix
CloudPhysics
Clover Imaging Group
CMS Peripherals
C-nario
Coby Electronics
Code Scanners
Code42
CODI Notebook Cases
Cofense
Cognitive Receipt Printes
Cohensity
Columbitech
Column Technologies
Commercial Tele-communications
Comm-Link DHP
Commvault
Communication Consulting
Communications Installation
Comnet Communications
ComponentOne
CompuLink
CompuWare
ComStar
Comtrade
ComTrend
Comtrol
Concanon
Condusiv Technologies
Conen
ConnectPro
ConsultX
Contemporary Computer Services
Content Keeper
Content Watch
Contex
Conti Electric
Contour Design
Coplogic
Core BTS
Corel
Corning
Corporate IT Solutions
Corsair
Cortelco
Cost Management Group
CPI
CP Technologies
Cradlepoint
Crane Payment Innovations
Creative Labs
Crestron
CRG
Criticom
Crow Communication
CrowdStrike
Crown Supply
CRU
CRU-DataPoint
Crunchy Logistics
Crystal Group
Crystal Point
CTA Digital
CTL
CUE
Cumulus Networks
Custom Computer Specialists
Customer Owned Products
Cyber Acoustics
CyberArk
Cyberdata
CyberDefense Technologies
Cybernetics
Cybernet Manufacturing
CyberPowerPC
Cylance

D

DAMAC
Datacal Enterprises
Datacard
DataCom Wireless
DataCore
Data Dynamics
DataLocker
Datalogic
DataMation
DataOn
Datasouth
DataVac
Datawatch
DataVizion
Datrium
DC Value Added Service Tech
DCC, Inc.
DDD
Dell
Delphix
Denso
Design Science
DETTO Technologies
DeviceLock
Dewalt
DewPoint
Dialogic
Diamanti
Diamond Multimedia
Diehl Graphsoft
DigiCert
Digi International
Digital Guardian
Digital Networks
Digital Products
Digital Storage Works
Digium
Directions Training
Distribution Management, Inc.
Diviad Network Solutions
Dixon Ticonderoga
DJI
D-Link
Docker
DocsCorp
Dolby
Double Take/Vision Solutions
Doublesight Displays
Draper
Drobo
Dropbox
Druva
DTEN
DT Research
Duracell
DustShield Computer Enclosures
DyKnow
DYMO
Dyntek

E

E2Campus
Eaton
Ebry IT
Edge-Core
EDGE Tech Corp
Edgewave
EDP
Educational Collaborators
Edu Tek Limited
Egain
Egnyte
EIZO Nanao

WE GET OPTIONS OPEN UP OPPORTUNITIES.

Ekahau
Elastic
Electro-Voice
Elite Screens
Elmers Products
ELMO Projectors
Elo Touch Solutions
Embarcadero Technologies
emFAST
Emobilepos
Emulex
Endrun Technologies
Energizer
Enfocus
EnGenius
Enovate Medical
ENS
Enterprise Solutions
Enterprise Wide Solutions
ENTIT
Entrust
Envoy Data
ePadLink
EPOS Sennheiser
Epson
Equinox
eReplacements
Ergotron
Erico
Ericom
ERwin
Eset
Esker
Esolytics, LLC
ESPO Technologies
Esterline
eVault
Evermap
EVGA
Exablaze
ExaGrid
ExchangeTek
Exinda
Explain Everything
Express Metrix
Extensis
Exterity
Extreme Networks
ExtraHop

F

F5 Networks
Facebook
FalconStor
Fargo
Fargo Electronics
Faronics
FatPipe Networks
Fax Back
Fellowes
FileBound
FileMaker
Final Draft
Finisar
FireEye
FireKing
Firemon
Fishbowl
FitBit
Fix Consulting
FlashForge
Flexera Software
Flippad
Flir
Fluke Industrial
Fluke Networks
FlyPro
Forcepoint
ForeScout
Fortinet
Fortres Grand
Fortress Technology
FOXIT
Fresh Technology
Fried Techologies
FrontRange
Front Row
Fujifilm
Fujitsu

G

GAI-Tronics
Gamber-Johnson
GammaTech
Garmin
GCX Mounting Solutions
Gefen
Gemalto
General Dynamics Itronix
Genetec
Genovation
Getac
GFI Software
GIGABYTE
GIGAMON
Global Knowledge
Globalscape
GlobaNet Consulting Services
Goal Zero
GoGuardian
Good Technology
Google
GoPro
GoProfessional Case
GrandStream
GrandTec USA
Granicus
Great Lakes Case
Greenlee
Griffin Technology
GripCase
Grip Gear
GroundControl Cloud
Gumdrop Cases
G-Vision
Gyration

H

H&L Electric
Haivision
Halo
Hamilton-Buhl
Hammermilll
Handeholder Products
Hanwah
Hapara
Haskell
Hauppauge
Havis
Hawking Technology
Hayes Microcomputer Products
Hayes Software Systems
Heckler Design
Helios Software
Henge Docks
Hewlett Packard Enterprise
HGST
HID Global Corporation
Higher Ground
HighFive Technologies, Inc.
HighPoint Technologies
HikVision
Hiperwall
HiSense
Hitachi Projectors
Hitachi Vantara
HIT Solutions
Homaco
Homido
HON
Honeywell Scanning & Mobility
HP Enterprise
HP Inc.
Horizon
Hovercam
HTC
Hubbell
Huddly
Human Concepts
Humanscale
HyperSign

I

IBM
iBoss
iBUYPOWER
ICC Products
iDaptive
i-Data
Ideal Industrial Tool
Idealstor
Idera Software
IDM Computer Solutions
ID Technology
Igel Technology
iKey
ImageWare Systems
iManage
Imation
IMC Networks
IMMIC Professional Services
Impact Business Group
Impero Software
Imperva
Impinj
Imprivata
InBit
Industrial Rack

CDW PEOPLE WHO GET IT®

Industry Weapon
Infinite Peripherals
Infoblox
InfoCase Notebook Cases
InFocus
InfoLock Technologies
Informa Software
Informatica
Infortrend
Infotel
Infragistics
Ingenico Group
Ingram Micro Services
InMotion
Innovation First
Innovative Office
Innovera
Inova
Inseego
Inserv360
Insight Global
Insperity
Inspiration Software
Inspur
Installs
In Process Consulting
Intechra
Intego
Intregration Technologies Group
Integrity Networks
Intel
Intelligent Computer Solutions
Interactive Solutions
Interstate Technology Systems
Intuit
Intuitive Technology Partners
Inviso Corporation
I-O Corporation
I/OMagic
IOGEAR
ioSafe
ipConfigure
Ipswitch
IP Vision
iQ Netsolutions
IRIS Software
ISICAD
ISI ResearchSoft
ISI Telemanagement
IT Missions
ITS Partners
Ivanti
IVCI, LLC
Ixia

J

Jabra
JACO
JAMF Software
Jar Systems
Jaton
JBL
JELCO
Jensen Tool
JetBrains
Jive Software
Joan
Johnson Controls, Inc.
Jolly Green Giant
Jo-Ro Manufacturing Company
Juniper Networks
Just Communications
Just Lamps
JVC

K

Kajeet, Inc.
Kanguru Solutions
Kano PC
Kantek, Inc .
Kaspersky Lab
KBS Computer Services
Keeper Security
Kemp Technologies
Kendall Howard
Kenneth Cole
Kensington
Keste
Key Ovation
Keyscan
Key Tronic
Kidasa Software
Kidzgear
Kinesis
Kingston Technology
Kinney Group
KnowBe4
Kodak
Kofax
Konexx
Konica Minolta
Kony
Kore Technologies
Koss Corporation
Kramer Electronics
Krone
Kroy
KSI
Kyocera

L

L.I. Computer Networks
LaCie
Lakeside Software
Landing Zone
Lanier Electronics Group
Lantronix
Laplink
Lava Computers Manufacturing
Layer27
LEAD Technologies
LeapFrog
Learning Consultants
Ledgeview Partners
Lee Products
LeGrand
Lenovo
Let's Think Wireless
Leviton
LexiCon
LexisNexis
Lexmark
LG Electronics
LG Ericsson
Lifeboat Distribution
Lifesize
Lightspeed Systems
Lind Electronics
Linked Senior
Linksys
Liquid PC Services
LiquidWare Labs
Lite-On
Little Bits
LiveAction
LiveScribe
LivWell
LocknCharge
LoftWare
Logical Maitenance Solutions
Logic Controls
Logicube
LogicMonitor
Logitech
LogicWing
Lookout
LSI Logic
Lucid Software
Lumension
Lumins Integration

M

M&B Machine
M3T Network
MacProfessionals
Macally
Makerbot
Maclocks
MagTek
MakerBot
Malwarebytes
Man & Machine
Managed Networks
Markzware
Marshall Electronics
Martin Yale
Marvel File Cabinets
Mason Technologies
Master Manufacturing
Matrox Video
MatterHackers
Maureen Data Systems
Maxell
Max Interactive
Mayline Group
McAfee
MEAD
Media Four
Meet Me in the Cloud
Mellanox
Memorex
Meridian
Metalogix
Metro Datavac
Metrowerks Software
Microboards
MicroEdge
Micro Focus
Micro Innovations
MicroMat
MicroNet Associates
Micron
Microsoft
Middle Atlantic
Milestone
Miltope
Mimecast
Mimo
Mindjet
Minitab Software
Minuteman Power Technologies
Mission Critical Wireless
Mitel
MJP Technologies
MMF IndustriesMobile Edge
Mobi
Mobi Wireless Services
Mobile Heartbeat
Mobile Installation Technologi
MobileIron
Mobotix

CDW PEOPLE WHO GET IT®

Mojo Networks
Molex
Monarch
Mongodb
Monster Cable
Morgen Industries, Inc.
Morpheus Data
Motion Computing
M-S Cash Drawers
MSI Computers
MultiMetal Products
Multi-Tek, LLC
MultiTech Systems
Muratec
Mushkin
Musical Health Technologies
Mutare
Muxlab
Myricom

N

N4mative
Nasuni
National Gift Card
National Service Center
Navori
NComputing
NCR
NDS Surgical Imaging
NEC
Nero
Net3 Systems
NetAlly
NetApp
NetBrain
NetCom Learning Inc
NETGEAR
Netig
Net It On
NetMotion
Netop
NETQ Multimedia Company
NetScout
NetSkope
NetSupport
Netsurion
Network Automation
Network Consulting Services
Network Design, Inc.
Network Instruments
Network Technologies
NetX
Neverware
NewBeg
Newell Rubbermaid
New Horizons Learning
Newline Interactive
New Partner Exception Purchase
NewTek
NexGen Storage
NexiCore Services
Nexsan
Nextivity
Nexus On Demand
Nicewear
Nimble Storage
Nintendo
Nomadix
No Overhead Computing
NovaStor
Novell
NTP Software
Nuance
Numonics Corporation
Nutanix
Nvidia
NZXT

O

Objective Interface Systems
OGIO International
OKI
OKTA
Olympus America
Omnitron Systems
Omtool
One Indentity
OneLogin
On Hold
O'Neil
ONSSI
OnTrack Software
OpenGear
Open Systems Technologies
OpenText
Opticon
Optoma
Oracle
Ortronics
Osprey Video
Other World Comp
OtterBox
Outsourcing Unlimited
Overland Tandberg
Owl Labs
Oxford

P

Paessler
Paladin Software
Palo Alto Networks
Panamax
Panasonic
Panda Software
Panduit
Panini
Panorama Antennas
Papercut
Papermate Writing Utensils
Paradyne
Paragone Furniture
Paragon Software
Parallels
Park Place Technologies
PartnerTech
PatientSafe
Patton Electronics
Pax Technology
PC America
PCW Client Products
PDI
Pearson
Peek
Peerless-AV
Pelican Products
PendaFlex
Pentel
Perficient
Perle Systems
Pervasive Software
Pexip
PGP
Pharos
Philips
Pi Engineering
Pierson Consulting Co
Pilot
Ping HD
Pioneer
Pioneer New Media Technologies
Piper
Pivot3
PKWare
Planar
Plasmon Storage Technologies
Plenom
Plug-In Storage Systems
Plum Laboratories
Plustek
PM2 Net
PMSQUARE
PNY Technologies
Poly
PolyVision
Posiflex
Pos-X
Powergistics
PowerdSine
Power-Sonic
PowerTech Antennas
Pragmatic Works Consulting
Precise Biometrics
Premier Mounts
Presidio Networked Solutions
Primera
Printek
PrinterLogic
Printronix
PrismPointe Technologies
ProClip
Pro Computing Services
ProCurri
Productive AV
Progressive Electronics
Proline
ProLogic ITS
ProMark Technology
Promethean
PROMISE Technology
Proofpoint
ProTek IT
Proton Data
Provance
Proxim Wireless
Proxy Networks
PSC
Psiber Data Systems
PSM Partners
PTS Data Center Solutions
PTZOptics
Pulse Secure
Puppet
Pure Storage
Purple

Q

Qlik
QLogic
QNAP
Qomo
Quality and Assurance Tec
Qualys
Quantum
Quark Software
Quartet
Quest Software
Quetel
Quintim
Quite Imposing License

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R

Rad Direct
Radiant Network
Radware
Rain Design
Ram Mounts
Raritan
Raxco Software
RazBeri
Razer
RCA
Read Right
Readydock
Real VNC
Recertified by Planitroi
RedBeam
Red Gate
Red Hat
RedSky
Reliable-IT
Rennerbrown Staffing
RES Software
Respawn
Retail Service Parts
Retrak
Retrospect
RF Ideas
Ricoh Corporation
RIM
Rimage
RingCentral
Rittal
Riverbed
Robert Bosch Tools
Robert Half International
Rockey and Associates
Rose Electronics
RSA Security
Rubrik
Ruckus Wireless

S

Safari Montage
Safco
SafeWare
Sage Software
Sagem-Interstar
SailPoint
Salamander Designs
Salesforce.com
Samsara
Samsonite
Samsung
Sancastle Technologies
Sanyo
SAP America
Sapphire Technology
SAS Software
SATO
Savin
Scala
Scale Computing
ScienceLogic
SCM Microsystem
Scooter Software
SDI Technologies
Security Scorecard
Securly
Segovia
Seiko Instruments
Seneca Data
Sennheiser
Sensaphone
Sentinel Technologies
SentrySafe
ServerLift
Service Express
SGI
Sharp
Shavlik
ShoreTel
Shure
Shuttle Computers
Siecor
Siemon
Sierra Wireless
Signagelive
SIIG
Silex Technology
Silver Peak
SimpleTech
Simply NUC
Singlewire
SKB Industrial
Skykit
Skyline Advanced Tech Services
Sling Media
Sliver Peak Cloud Services
SmartDraw
SmartSource
SMART Technologies
SMK-Link Electronics
SMS Systems Maintenance SVCS
Snow Software
Socket Mobile
Sofbang
SoftDesk
Software Shelf
SolarFlare
Solar Winds
SonicWALL
Sonnet Technologies
Sony
Sophisticated Systems
Sophos
Sorna
Soter Technologies
SOTI
SoundTrap
SourceCode-K2
Source Imaging Products
Source Technologies
Southwest Networks
Spanning Cloud
Specialty Products of Virginia
Speck Products
Spectra Logic
Spectralink
Spectrum Industries
Splunk
Sport View Televisionorate
Sprint
SPSS Software
Spyrus
SSH
Stage Front Lighting & Theatrics
Star Micronics
StarTech.com
StarWind
Steel Cloud
SteelEye Technology
SteelRay Software
Stefanini
StorageCraft
Storix
Strategic SAAS
StratoDesk
Studio Network Solutions
Sunbelt Software
Sunbrite
Supermicro
SUSE
Swivl
Symantec
Synchrotech
Syncplicity
Syncsort
Synergy Software
Synnefo Technology Solutions
Synnex Services
Synology
SysDig
Systat Software
System76
Systemax
Systran

T

Tableau
Tagit
TAIYO YUDEN
Tally Printers
Tangent Computer
Target Network Integration
Targus
Taurus Technologies
TEAC
TechData
TechSmith
Technology Integration Group
Technology Services Corp
Technology Solutions Group
TEC Printers
TEK Systems
Teklynx
Tektivity
Telestream
Telex
Tempus Nova
Tenable
Tequipment
Terrawave
TESSCO
Texas Instruments
TextHelp
TG3 Electronics
Thales
The Joy Factory
Thermaltake Technology
Thermamark
ThinkWrite
ThinPrint
Threat Track
Thycotic Software
TIBCO Software
Tiffany Industries
Tiffen
TigerText
Tightrope
Tintri
T-Mobile
TomTom
ToolFarm
Topaz Systems
Toshiba
Total Micro Technologies
TouchSystems
TP-Link
Transcend
Transition Networks

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Traversa Solutions
Trekstor
Trellix
Trend Micro
TrendWare International
Trestel
Trident
Tripp Lite
Tripwire
Triumph Board
Troy Systems
Trust
Trustwave
TSC Taiwan Semiconductor Co.
Tumbleweed
Turbonomic
Turtle
Twistlock
TYAN

U

Ubiquiti
Ultrabac
Ultra Electronics
Uniden
Unimax
Unistar Sparco Computers
Unitech
United Radio DBA Bluestar
Unitrends
Universal
Universal Management Solutions
Unknown
Upstream Networks
Uptivity
Urban Armor Gear
USP
USRobotics
UV Angel

V

V3 Gate
V5 Systems
Valcom
VanDyke Software
VantagePoint
Vantec
Varonis
VARIDESK
VARIZOOM
VBrick
VEC Electronics
Vector, USA
Veeam
VEHO
Velaspan
Ventev
Veracity
Veramark
Verbatim
Verifone
Verint
Veritas
Verizon
Verkada
Vertiflex
VERTIV
Video Labs
Videolarm
Vidyo
ViewSonic
Viking
Vircom
Virtual Ink
Virtual Systems Solutions
Virtual Tech Gurus
Visioneer
Vision Solutions (Syncsort)
VisionTek
Vitil Solutions
Vivitek
Vivonet
Viziflex
Vizio
Vormetric
VMware
V-Tech Communications
Vuzix Corporation
VXL Innstruments
Vytopta

W

Wachter Network Services
Wacom
Walt Disney Computer Software
Wasp Barcode
WatchGuard
Waterfield Technologies
Wave
Wavelink
Webroot
Webtrends
Weightronix NIC
Wenger North America
WestCon Cables
Western Digital
WeVideo
Wheel Lock
Whoosh
WiebeTech
Wiley Publishing
Wilson Electronics
Wincomm
Withings
Wolfram
Workshare
Wowza
WSM Inernational
Wynndalco Enterprises

X

Xante
Xerox
XFX
Xogo
Xteoma
Xtreme Accessories
XYZ

Y

Yamaha
YeaLink
YPDF
Yuneec

Z

Zagg
Zcover
ZDI
ZEBEX
Zebra Technologies
ZeeVee
Zerto
Zimbra
Zimperium
ZixCorp
Zoom Videoconferencing
ZOTAC
Zscaler
ZyXEL USA

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Tab 4 – Qualification and Experience

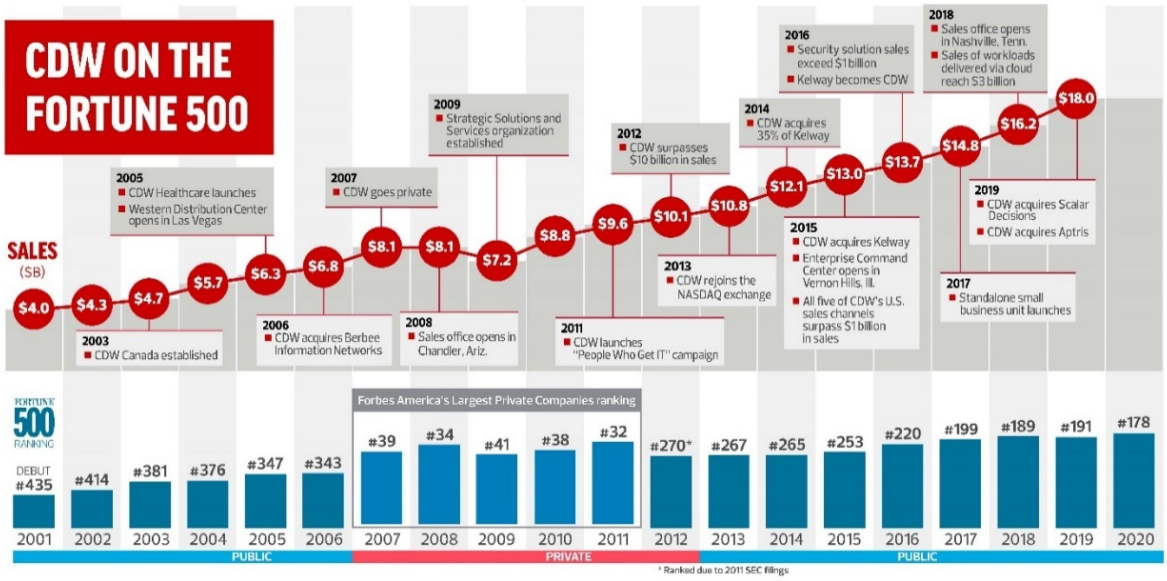
i. Provide a brief history of the Offeror, including year it was established and corporate office location.

CDW Government LLC is the wholly-owned subsidiary of CDW LLC. Our customer base is quite diverse, ranging from state and local government, federal, healthcare, K-12 and higher education. A Fortune 500 company with multi-national capabilities, CDW was founded in 1984 and employs more than 10,000 coworkers. We have an expansive network of offices near major cities and a large team of field coworkers across the United States.

CDW QUICK FACTS

- **Headquarters:** Vernon Hills, IL
- **2019 Annual Net Sales:** $18.0B
- **# of Coworkers:** ~10,100
- **# of U.S. Sales Offices:** 26
- **# of Customers:** 250,000+
- **Fortune 500 Rank (2020):** 178

CDW debuted on the Fortune 500 in 2001, at No. 435. CDW's rise in the rankings highlights its sustainable, profitable growth over the years, from $4 billion in sales in 2001 to over $18 billion in 2019. CDW now ranks at number 178 on the FORTUNE 500 list for 2020. CDW ranks at No. 5 on CRN's 2020 Solution Provider 500 list.



ii. Describe Offeror's reputation in the marketplace.

CDW goes to market with a series of sustainable competitive advantages developed during 35+ years of delivering technology to customers. Each is powerful on its own, but the combination of these interconnected advantages makes it hard for others to replicate CDW's success.

CDW•G's success has been driven by the interconnection of unique competitive advantages: our scale and scope, performance-driven culture, highly skilled sales and services capabilities, robust distribution facilities, and established international presence.

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The more technology changes, the greater the opportunity for CDW•G to deliver value to its customers and vendor partners. CDW•G continually evolves to take advantage of the accelerating changes in IT. CDW•G has successfully transformed from primarily a technology products seller to an integrated technology solutions provider, ensuring it can continue to help customers navigate an increasingly complex IT market.

Our current competition includes:

- Resellers, such as Computacenter, Connection, ePlus, Insight Enterprises, NTT, Presidio, SCC, Softchoice, World Wide Technology and many smaller resellers;
- Manufacturers who sell directly to customers, such as Adobe, Apple, Dell EMC, HP Inc. and Hewlett Packard Enterprise;
- Large service providers and system integrators, such as Accenture, Dell EMC, Hewlett Packard Enterprise and IBM;
- Communications service providers, such as AT&T, CenturyLink and Verizon;
- Cloud providers, such as Amazon Web Services, Google and Microsoft;
- E-tailers, such as Amazon and Newegg; and
- Retailers (including their e-commerce activities), such as Office Depot and Staples.

We believe we are well positioned to compete within this marketplace due to our competitive advantages. We expect the competitive landscape to continue to evolve as new technologies are developed. While innovation can help our business as it creates new offerings for us to sell, it can also disrupt our business model and create new and stronger competitors.

We believe we have sustainable competitive advantages that differentiate us in the marketplace. We have built a strong sales organization and deep services and solutions capabilities over time and expect to continue to invest to enhance these capabilities, which we believe when combined with our competitive advantages of scale and a performance driven culture, will help drive sustainable, profitable growth for us today and in the future. Our scale enables us to have a national and international footprint, as well as invest in resources to meet specific customer end-market needs. Our sellers are organized around unique customer end markets that are both vertically and geographically focused. Our scale enables our ability to invest in technical coworkers who work directly with our sellers to help customers implement increasingly complex IT solutions. Our scale also enables us to operate our three distribution centers (two in the US and one in the UK), which combined are more than 1 million square feet in size. We have cross-border relationships that enable us to serve the needs of our US, UK and Canadian-based customers in more than 150 countries. Our strong, execution-oriented culture is underpinned by our compensation system.

Our hardware products include notebooks/mobile devices (including tablets), network communications, desktop computers, video monitors, enterprise and data storage, and other hardware. Our software products include application suites, security, virtualization, operating systems and network management. Our services include warranties, managed services, consulting design and implementation. IT is critical to both "run the business" and drive greater growth and productivity.

To help our customers accomplish this, we have built a robust portfolio of solutions across data center, digital workspace, security, virtualization and services that we provide in physical, virtual, or cloud-based environments.

We provide public cloud solutions, which reside off customer premises on a public (shared) infrastructure, and private cloud solutions, which reside on customer premises. We also offer

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hybrid cloud solutions that deliver the benefits of both public and private solutions. Our migration, integration and managed services offerings help our customers simplify cloud adoption, as well as the ongoing management of cloud solutions, across the entire IT lifecycle. Dedicated Cloud Client Executives work with our customers to architect cloud solutions meeting their organizational, technology and financial objectives.

We offer a broad portfolio of integrated solutions that include the following on and off-premise capabilities:

- **Data Center:** We assess our customers application infrastructure need, design flexible, resilient and efficient solutions and manage the solution throughout its lifecycle. Our broad portfolio of hardware and software products, encompassing both on and off-premise solutions, enables us to provide well-integrated solutions, including converged and hyperconverged infrastructure, physical and virtualized servers, software defined automation and orchestration solutions, hybrid storage and energy-efficient power and cooling.
- **Digital Workspace:** We build end-to-end solutions that deliver access to applications that improve our customers' productivity regardless of device or location. We connect our customers' physical devices, including laptops, desktops, IP Phones, mobile devices and print systems. We utilize collaboration solutions to unite applications via the integration of products that facilitate the use of multiple enterprise communication methods including email, persistent chat, social media, voice and video. We also host cloud-based collaboration solutions. Our solutions provide the tools that allow our customers' employees to share knowledge, ideas and information among each other and with clients and partners effectively, securely and quickly.
- **Security:** We assess our customers' security needs and provide them with risk mitigation tools and services. Product design, architecture and implementation can take the form of hardware, software or Software as a Service. These tools and services are provided across a multitude of categories such as: endpoint security, email security, web security, intrusion prevention, authentication, firewall, virtual private network services and network access control. Security consulting engagements include security assessment, policy and procedure gap analysis, security roadmaps and health checks.
- **Virtualization:** We design and implement server, storage and desktop virtualization solutions. Virtualization enables our customers to efficiently utilize hardware resources by running multiple, independent, virtual operating systems on a single computer and multiple virtual servers simultaneously on a single server. Virtualization also can separate a desktop environment and associated application software from the hardware device that is used to access it and provides employees with remote desktop access. Our specialists assist customers with the steps of implementing virtualization solutions, including evaluating network environments, deploying shared storage options and licensing platform software.
- **Services:** We advise, architect and manage integrated business technology for our customers. Our solutions include integrated cloud, collaboration, data center, mobility and security business technology, from the physical to the application layer. We provide advisory, architectural and managed services across basic, discrete and integrated business technology solutions. We leverage best-in-class partner technology platforms to seamlessly architect and manage disparate IT platforms into integrated business technology solutions.

CDW•G's solutions include design, implementation and ongoing management and support. Continuous transformation, which includes the addition of field sellers, technology specialists

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and advanced services engineers and extensive services capabilities, means that CDW is uniquely positioned to capitalize on the key technology drivers of today and tomorrow.

iii. Describe Offeror's reputation of products and services in the marketplace.

Total Solutions

CDW offers a full range of products and services that enable your organization to develop the best total solution to meet your specific needs while attaining the most value for your organization. CDW provides expert consulting, design, configuration, installation, and lifecycle management services. Our offerings are extremely comprehensive

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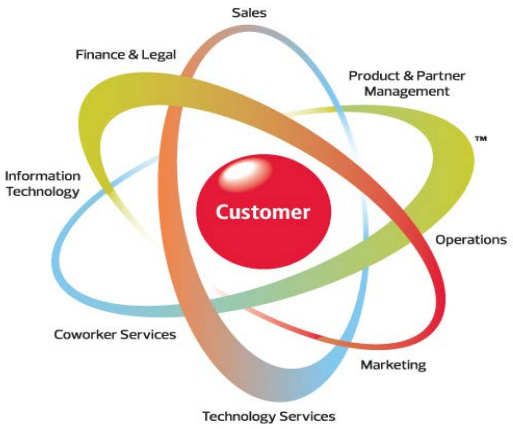
Customer-Focused Philosophy

CDW continues to maintain the strong customer focus that has been the key to our success. We adhere to a core philosophy known as the CDW Circle of Service, which means that everything we do revolves around you – the customer. It drives us to provide outstanding customer service and the best value. Our objective is to have Region 4 ESC view us as a valuable extension of your IT staff. We seek to achieve this goal by providing superior customer service through our large and experienced sales and service delivery teams. Our Market Research Team works with a third-party research firm to measure customer loyalty and satisfaction through customer surveys.



CDW Circle of Service

Strengths, Best Practices, and Value

By aligning with CDW, your organization can take advantage of our strengths, best practices, and value-added services. Highlights include:

- Experienced account team supports your day-to-day IT needs and also helps develop appropriate strategies for future product and service needs.
- Value-added presales consulting resources ensure solutions are tailored to meet your operational and budgetary requirements.
- Strong partnerships with vendors enable us to provide technology roadmaps, quick responses to questions, and competitive pricing.
- On-line procurement capabilities streamline and standardize purchasing as well as support flexible reporting and improved decision making.
- Two large ISO 9001 certified distribution centers, efficient inventory management capabilities, and distribution channel partnerships result in quick product turnaround.
- Highly trained and experienced technicians provide pre-shipment configuration services and quality assurance checks to maximize productivity.
- Flexible logistical capabilities accommodate standard or urgent delivery.
- Our breadth and depth of capabilities enables us to deliver a streamlined and cost-effective total solution from planning to ongoing management.
- CDW's business model provides local and nationwide support.
- Our financial strength and leadership will enable us to continue supporting Region 4 ESC with leading-edge technology solutions.

Large Onsite Inventories

CDW has two large strategically located distribution centers controlled by a state-of-the-art Warehouse Management System (WMS) that ensures speed and accuracy throughout the order fulfillment and distribution processes. CDW has a 450,000-square-foot distribution center located at our headquarters in Vernon Hills, IL and a 513,000-square-foot distribution center located in North Las Vegas, NV. These locations facilitate quick distribution of products to our growing customer base throughout the country. The Vernon Hills (VH) distribution center focuses on

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distributing products to customers east of the Mississippi River while the Las Vegas (LV) distribution center primarily serves the western part of the United States.

CDW holds [redacted] of inventory, on average, in our two CDW-owned distribution centers that total almost 1M square feet. Our ISO 9001, 14001 and 28000 certified strategically located distribution centers provide speed, accuracy, and excellent geographic coverage across the United States. We have access to more than 100,000 top brand-name products from more than 1,000 leading manufacturers.

450,000-square-foot distribution center in IL

513,000-square-foot distribution center in NV

Due to the size of our facilities that span four levels of storage and three level picking modules, forklifts are required to stock and pick products as needed. Our product lineup includes desktops, notebooks, servers, peripherals, networking and communications equipment, software, accessories, plotters, network printers, desktop printers, and print supplies. CDW offers everything your IT operation could possibly need – from enterprise solutions to mouse pads.

CDW Configuration Services Overview

IT teams face constant pressure to increase productivity while keeping costs low. That's why CDW is with you every step of the way, from assessing your environment and long-term objectives to designing and implementing a custom solution to meet your needs. We offer a wide variety of configuration services to make IT implementations easier and help you meet the demands of your business, including project management oversight — a vital service for large deployments.

Hardware Configuration

CDW's highly trained and certified technicians can configure your hardware before it ships. There's no downtime, wasted resources or need to hire outside consultants. We'll help you save time and money with the configuration solution that meets your needs, including:

- **End-user hardware installations**, including desktops, laptops and printers
- **Pre-shipment configuration** for server and storage equipment
- **Remote configuration** for networking and storage equipment

Software Configuration Management and Computer Imaging

We can configure your operating system, custom BIOS and/or software settings to any piece of equipment before shipment. By letting us handle repetitive software configurations before your order ships, you'll save time with new system rollouts. We offer:

- **Computer imaging services:** We can preload your custom images onto systems before they ship.
- **VPN configuration services**: With a static IP address and proprietary VPN connection, you can update images on the fly.
- **iOS and Android configuration**: We'll customize your iPad or Android deployments by loading apps, settings or customized content.

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Custom Turnkey Solutions

We'll ensure your new technology is ready to go when it arrives to help you save time and money. You can feel confident that your new technology is properly customized, integrated, tested and ready to deploy "out of the box" as soon as it's delivered.

We can help with:

- **Joining client systems** to your domain over VPN
- **Custom BIOS** and firmware upgrades
- **Data capture** for pre-staging on your network
- **Custom inserts** with clear instructions for users

IT Asset Management

Keeping track of your IT infrastructure can be difficult, but our customized asset tagging makes it simple. We can label every piece of hardware with a unique asset number, which can be easily tracked online in your Account Center. This not only standardizes your physical inventory, but also enhances tracking capabilities, along with reducing the possibility of theft or loss.

We offer:

- **Custom asset tagging** based on your current system or one we help you devise
- **Enhanced barcode tracking** for easy inventory management
- **Custom engraving and laser etching** for laptops, tablets and more

Custom Packaging and Simplified Distribution

With our custom packaging and distribution services, you can eliminate the clutter of extra boxes and receive your new IT equipment packaged, labeled and consolidated for ease of delivery at your dock. We can simplify delivery with:

- **Palletization**: Allows you to receive your entire order in one shipment
- **Kitting**: We'll bundle your items together and ship kitted boxes to multiple destinations
- **Labeling:** We'll label packages with vital information for easy routing and tracking

Remote Configuration Services

CDW's highly skilled and certified engineers can remotely deploy multivendor firewall, router and switch configurations. We'll configure this hardware from one of our two state-of-the-art Configuration Centers before shipment and complete final settings and hardening after delivery via a secure connection.

Services include customized installations for:

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- **HP**, **Cisco**, **Dell** and **Aruba** switches
- **Cisco** wireless LAN controllers
- **Cisco IronPort** web and email security
- **Cisco** ASA with FirePOWER® and F5 BIG-IP® LTM configurations
- **Citrix** XenApp®, Xen Desktop® and NetScaler® Gateway™ solutions
- **FortiGate**, **SonicWall** and **Palo Alto** appliances

iv. Describe the experience and qualification of key employees.

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v. Describe Offeror's experience working with the government sector.

CDW·G is the wholly owned subsidiary of CDW LLC that focuses on the public sector, including federal, state, and local government agencies, educational institutions, and healthcare facilities. With over 200 government and education contracts, we are the nation's largest direct response provider of multi-brand technology products and services.

vi. Describe in detail what level of assistance will be provided to a Participating Agency to secure e-rate funding. Identify how much effort will be required in obtaining this funding. Specify the services available to the agency for project planning, specialized program assistance, and other services provided to the agency dealing with the e-rate program.

We focus on building strong relationships with our public sector customers by leveraging our knowledgeable account managers and technical specialists to provide extensive pre- and post-award support. Our experts lead the industry in public-sector customer service and product knowledge, directly benefitting the officers, administrators, and staff of our public safety customers.

Based upon both exponential growth within the Public Sector market and accolades from our OEM partners, CDW•G has continued our investments into resources to support our customers nationwide. Those resources include our Business Development team, which consists of former educators and classroom technology specialists whose primary focus is helping our customers implement solutions attuned to the needs of IT, leadership, and curriculum. These solutions are created with realistic budget constraints in mind, often in conjunction with E-Rate funding initiatives, led by Learning Environment Advisors (LEAs) advising on the top issues in the changing 21st century classroom environment.

Credentials and Certifications

CDW·G holds several ISO certifications, including 9001:2008. Our 9001:2008 certificate of registration covers a scope of sales, configuration, repair, and support of computer and related technology. Our 14001:2004 certificate of registration includes environmental activities related to

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product/service management, inventory control, shipping, customer service, returns management, and receiving computers and related technologies (excluding the office, cafeterias, and lessee areas).

A Powerful E-Rate Partner

CDW•G is proud to have participated in E-Rate Projects for Category 2 since 1998, when our company was founded. During that time, we have been awarded over [redacted] in total equipment delivered to schools throughout the United States. Due to our streamlined and best-practice system of checks and balances, we have never lost funding for a school, as substantiated by countless audits. Our **dedicated E-Rate invoice team** ensures expert handling of both BEAR and SPI E-Rate invoicing.

E-Rate Program Management

David White, Program Manager, and **Amy Passow**, E-Rate Specialist, offer public sector entities their knowledge, assistance, and advisement on E-Rate matters, including but not limited to Program compliance and adherence. Mr. White prepares contract deliverable reports and makes modifications, as necessary, including price reductions, additions, discontinued products, replacements, and version changes. He ensures that price and supply agreements are in place from award through completion and that the E-Rate bidding, ordering, invoicing, and funding are all seamless and easy for entities to complete.

Ms. Passow ensures CDW•G is working with E-Rate applicants in compliance with rules and regulations throughout the process. She advises on the appropriate engagement before and after Form 470 filings and works with our operations teams to ensure E-Rate ordering, invoicing, and delivery are compliant; additionally, Ms. Passow assists applicants with PIA reviews and preparation of Item 21 Forms as part of the Form 471 process.

vii. Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.

As of the date of submission, and to CDW•G's knowledge and belief, CDW•G is not currently involved in any litigation involving customers, competitors, or employees which, if adversely adjudicated, would have a material adverse impact on CDW•G's ability to perform its obligations under an awarded contract.

As of the date of submission, and to the best of our knowledge and belief, CDW•G has not filed a petition for bankruptcy or reorganization due to financial hardship.

All information and documents hereby submitted in response to the Request for Proposal/Quote ("RFP/RFQ") furnished by Customer Name are the Proprietary and Confidential property of CDW Government LLC ("CDW•G").

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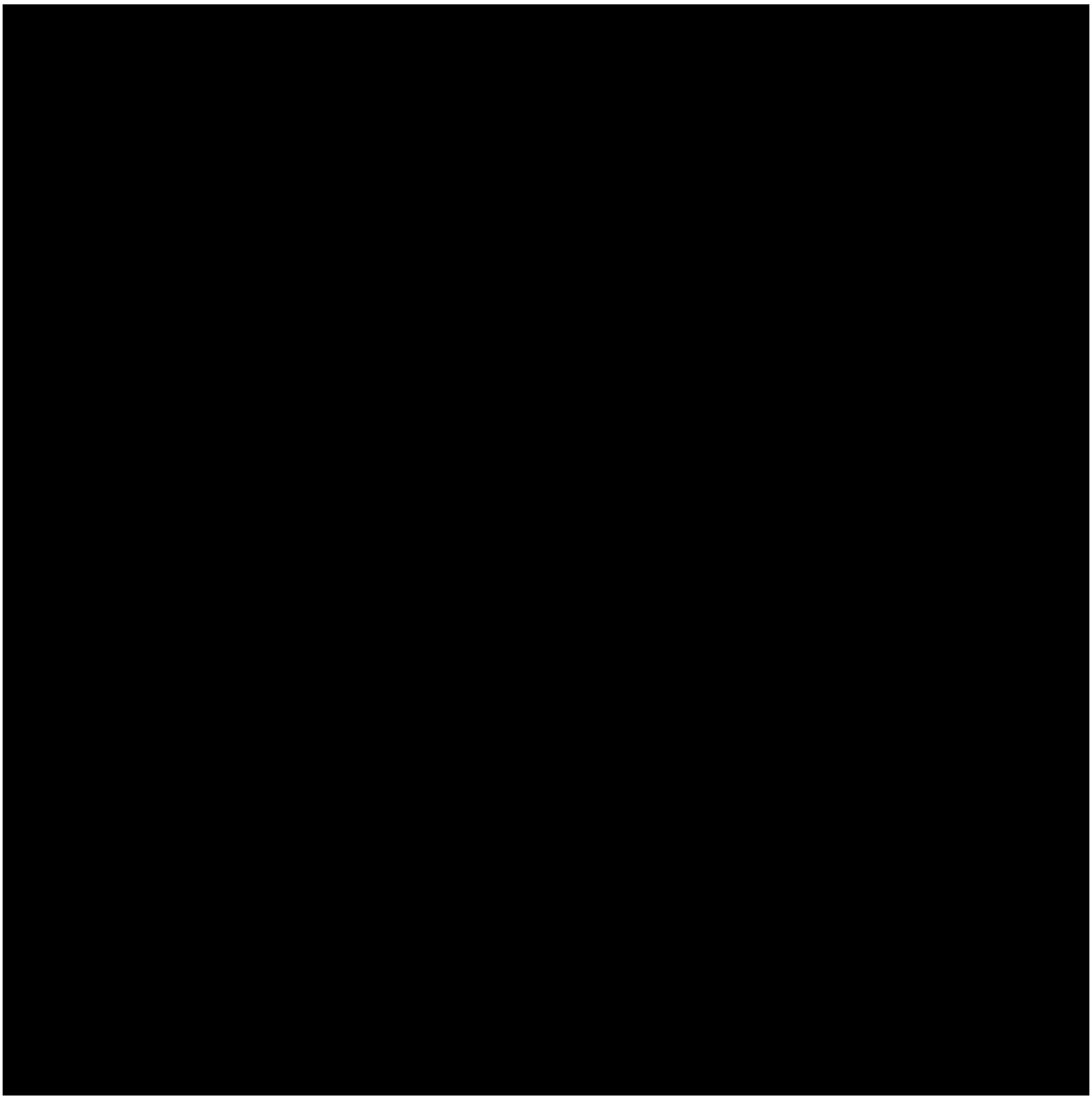
References

viii. Provide a minimum of 10 customer references relating to the products and services within this RFP. Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services and annual volume.



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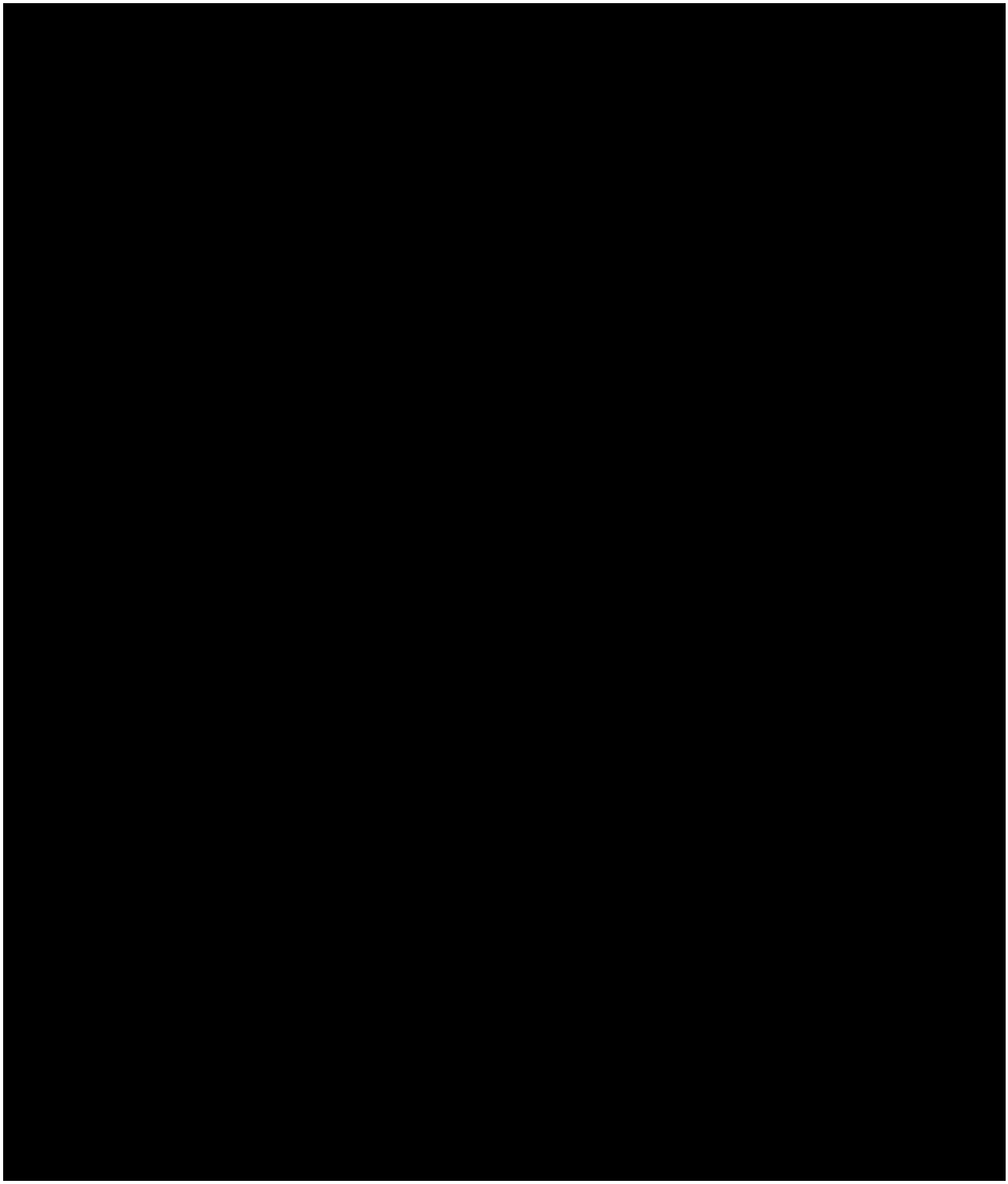

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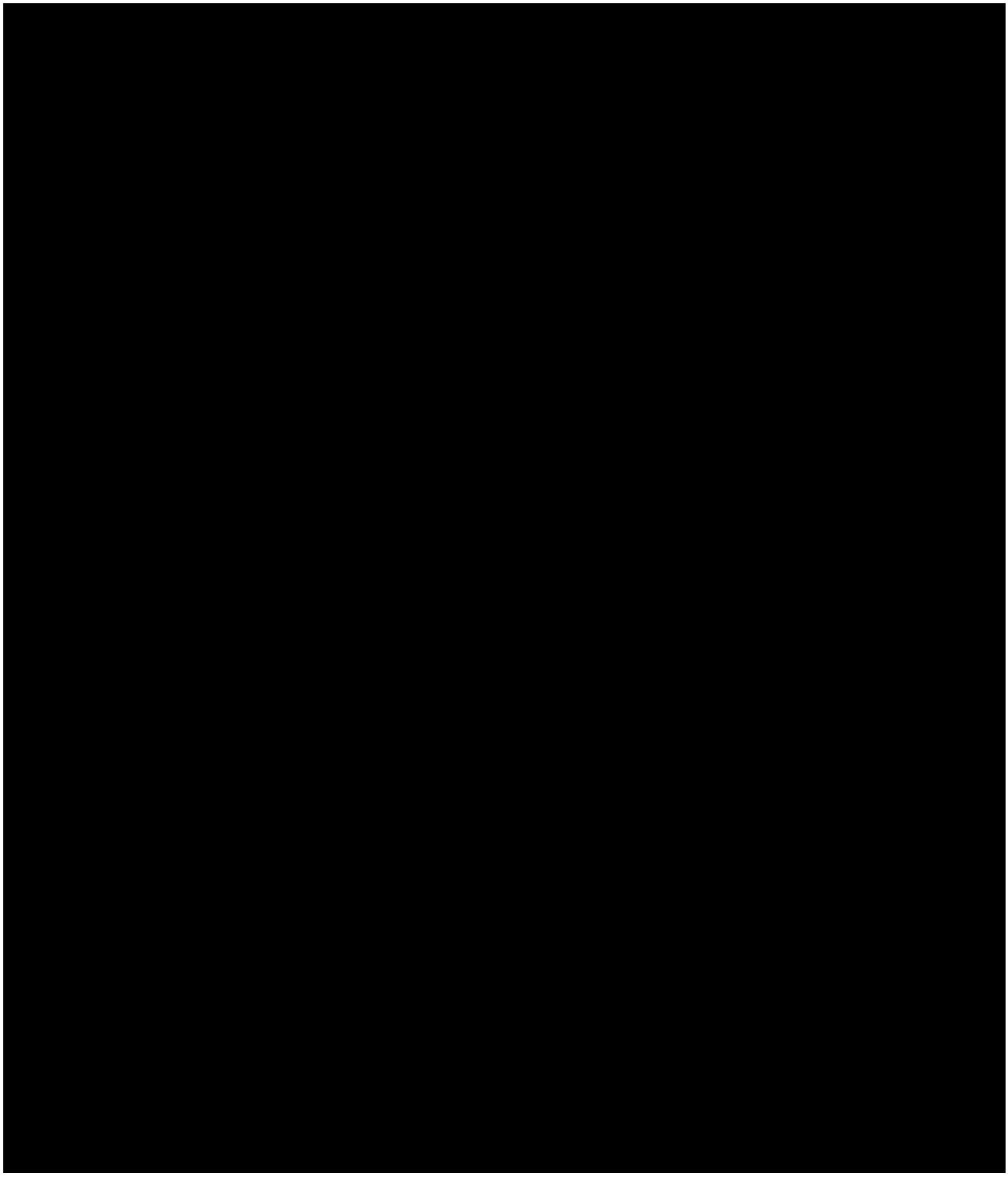

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ix. Provide any additional information relevant to this section.

All information and documents hereby submitted in response to the Request for Proposal/Quote (“RFP/RFQ”) furnished by Customer Name are the Proprietary and Confidential property of CDW Government LLC (“CDW•G”).

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Tab 5 – Value Add

i. Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract.

As demonstrated by this response to Region 4 ESC's Technology Solutions, Products and Services RFP, CDW•G is fully capable of completing and managing the Scope of Work in this new contract. We are confident in this because we have been successfully managing the Region 4 ESC contract (R160201) for the last 5 years. By awarding CDW•G this new contract, Region 4 ESC will have a seamless, no interruption transition from the current contract. The team currently in place will remain in place to serve Region 4 ESC, which means our team is already familiar and accustomed to working with of Region 4 ESC. CDW•G also held the National IPA contract before it became OMNIA, giving our teams more foundation and experience.

In addition to the current Technology Solutions, Products and Services contract, CDW•G currently holds and manages a total cloud solutions contract (R0107100) for Region 4 ESC

All information and documents hereby submitted in response to the Request for Proposal/Quote ("RFP/RFQ") furnished by Customer Name are the Proprietary and Confidential property of CDW Government LLC ("CDW•G").

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Tab 6 – Additional Required Documents (Appendix C)

a. Acknowledgement and Acceptance of Region 4 ESC's Open Records Policy Appendix C, Doc #1
b. Antitrust Certification Statement (Appendix C, Doc #2)
c. Implementation of House Bill 1295 Certificate of Interested Parties (Appendix C, Doc #3)
d. Texas government Code 2270 Verification Form (Appendix C, Doc #4)
e. Any additional agreements Offeror will require Participating Agencies to sign

All information and documents hereby submitted in response to the Request for Proposal/Quote ("RFP/RFQ") furnished by Customer Name are the Proprietary and Confidential property of CDW Government LLC ("CDW•G").

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Appendix C, Doc #1

ACKNOWLEDGMENT AND ACCEPTANCE

OF REGION 4 ESC's OPEN RECORDS POLICY

OPEN RECORDS POLICY

All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Signature below certifies complete acceptance of Region 4 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

☐ We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.

☒ We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must include detailed reasons to substantiate the exemption(s). Price is not confident and will not be withheld. All information believed to be a trade secret or proprietary must be listed. It is further understood that failure to identify such information, in strict accordance with the instructions, will result in that information being considered public information and released, if requested under the Public Information Act.)

01/15/2021 — *Date*

David C Hutchins — *Authorized Signature & Title*

CDW-G Statement of Confidentiality

The information contained within CDW-G's proposal is protected commercial and financial information belonging to CDW-G and the release of such information would harm CDW-G's proprietary interests. CDW has spent the last 30+ years refining its customer pricing, customer base, customer development and partner relationships. The internal development of information and strategy is at the heart of what makes CDW-G competitive with its customers. To reveal this information to CDW-G's competitors would cause CDW-G irreparable and substantial competitive harm.

Notwithstanding ESC Region 4's expectation that price would not be determined confidential, CDW-G's understanding of prior Texas Attorney General decisions suggests otherwise. The Attorney General, through his review of Texas Supreme Court rulings, has determined that Section 552.104(a) of the Texas Government Code provides protection of price information. In addition to CDW-G's price strategy and offer to ESC Region 4, CDW-G believes the following to similarly be exempt from disclosure:

Response Page No.	Rationale
7	Detailed login instructions for ESC Region 4 members to retrieve downloadable copies of pricing files.
35	Value of CDW-G's inventory positions is confidential and offers a competitive advantage to CDW-G.
41	CDW-G employee personal information/contact information
48-49	CDW-G employee personal information/contact information
52	CDW-G's top OMNIA accounts is confidential customer information not made publicly available.
56	CDW-G's logistics and performance metrics is confidential information used to provide CDW-G a competitive advantage.
62	Value of CDW-G's inventory positions is confidential and offers a competitive advantage to CDW-G.
64-65	CDW-G employee personal information/contact information
66	Confidential financial information not released to the public.
67-70	CDW-G customer references are confidential as the secrecy of the information allows CDW-G to maintain a competitive advantage.

Appendix C, Doc #2

ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)
Attorney General Form

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this Contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

2. In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

3. In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and

4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company	CDW Government LLC	**Contact**	**Signature**
			Pam Janutolo
	230 N. Milwaukee Ave		**Printed Name**
Address	Vernon Hills, IL 60061		Manager, Proposal Teams
			Position with Company
		Official Authorizing Proposal	David C Hutchins
			Signature
			David Hutchins
			Printed Name
Phone	847.371.5800		Vice President, Strategic Programs
			Position with Company
Fax	847.465.6800		

Appendix C, DOC # 3

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Staring on January 1, 2016, the commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. This process is known as acknowledging the certificate. The commission will post the acknowledged Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. The posted acknowledged form does not contain the declaration of signature information provided by the business.

A certificate will stay in the pending state until it is acknowledged by the governmental agency. Only acknowledged certificates are posted to the commission's website.

Electronic Filing Application: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Frequently Asked Questions:
https://www.ethics.state.tx.us/resources/FAQs/FAQ_Form1295.php

Changes to Form 1295: https://www.ethics.state.tx.us/data/filinginfo/1295Changes.pdf

Appendix C, DOC # 4

Texas Government Code 2270 Verification Form

To Whom It May Concern,

CDW Government LLC is a publicly traded entity under its parent company (Stock Ticker: CDW).

Due to the new rules executed by the State of Texas on 01/01/2018, the Form 1295 is no longer applicable to CDW Government LLC.

Please visit the following website for more information.

https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html#Who_Is_Interested_Party

SECTION 7 - # 4

7. Are there certain contracts that do not require Form 1295?

Yes. Form 1295 is not required for the following contracts if entered into or amended on or after January 1, 2018:

(1) a sponsored research contract of an institution of higher education;

(2) an interagency contract of a state agency or an institution of higher education;

(3) a contract related to health and human services if:

(a) the value of the contract cannot be determined at the time the contract is executed; and

(b) any qualified vendor is eligible for the contract;

(4) a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity;*

(5) a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code;* or

(6) a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code.*

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

I, David Hutchins, as an authorized representative of

CDW Government LLC, a contractor engaged by

Insert Name of Company

Region 4 Education Service Center, 7145 West Tidwell Road, Houston, TX 77092, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

Also, our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf.

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

I swear and affirm that the above is true and correct.

David C Hutchins

Signature of Named Authorized Company Representative

01/15/2021

Date

STAGING/BUY AND HOLD AGREEMENT

This STAGING/BUY AND HOLD AGREEMENT ("**Agreement"**) is made as of the _____ day of [Month], Year (the "**Effective Date**") by and between CDW Government, LLC ("**Seller**") and _____ ("**Customer**").

STAGING MANAGEMENT.
Seller and Customer (each, a "**Party**", together, the "**Parties**") agree to work together to manage Seller's storage and distribution ("**Staging**") of certain products purchased which may receive configured Services such as asset tagging, hardware installation, software imaging, customization with VPN and kitting with custom packaging ("Configuration Services") purchased separately by Customer from Seller, specified hereunder ("**Staged Products**").

Section 1. INTERPRETATION.
Notwithstanding anything to the contrary specified in any Seller-issued quote or Customer-issued Staging/Buy and Hold Authorization Order (defined herein), the Parties agree that all such quotes and Staging/Buy and Hold Authorization Orders shall be governed solely by the terms and conditions of this Agreement; provided that Customer's purchase of Staged Products from Seller (including without limitation payment, invoicing and return privilege terms) shall be governed by Seller's "Terms and Conditions of Product Sales and Service Projects" specified at www.cdw.com unless Seller and Customer have signed a separate agreement to govern such product sales prior to the Effective Date (in either case, the "Product Agreement"). In the event of a conflict between the Product Agreement and this Agreement, the provisions of this Agreement shall prevail.

Section 2. SELLER STAGING.
2.1 All Staged Products must be listed on a Staging/Buy and Hold Authorization Order ("**SAO")** executed between the parties, that is substantially in the form of **Exhibit A** attached hereto. Seller shall store the Staged Products on behalf of Customer at Seller's warehouse located at [CDW Warehouse], ("**Seller's Warehouse**"). The Parties will execute SAO's in numerical order, beginning with "**A-1**". Any change to the SAO shall be under the terms and conditions specified on a Staging/ Buy and Hold Authorization Order Addendum ("**SAOA**") that is substantially in the form of **Exhibit B** attached hereto. Except as otherwise specified in the applicable SAOA, Customer will be financially responsible to Seller for any and all Seller costs associated with changes to a SAO. Such additional Seller costs may include, but are not limited to, custom configurations, handling, release date changes, warehousing and shipping charges.

2.2 Staged Products which are known by Seller to be defective, OEM deemed end of life or DOA during delivery to or at the Staging Location, will be replaced by Seller at no additional cost to Customer. No change to the SAO or signed amendment will be required for replacements by Seller pursuant to his Section and Seller will notify Customer's contact via email.

2.3 To the best of Customer's knowledge, any configuration, asset tagging, imaging, or like Services to be performed by Seller on the Staged Products have been finalized, as evidenced by Customer's initials in the correct box below:

The Staged Products [CHOOSE] have Configuration Services performed.

Section 3. OWNERSHIP.
As between Seller and Customer, ownership of, and title to the Staged Products will transfer from Seller to Customer upon delivery of the Staged Products to the designated staging location ("**Staging Location**") within Seller's Warehouse. Customer obtains a special property right and insurable interest in such Staged Products under UCC § 2-501. Customer acknowledges and agrees that any manufacturer warranty period for the Staged Products will begin on the date of Seller's invoice.

Section 4. SALES TAX.
As set forth above, ownership of and title to the Staged Products will transfer from Seller to Customer upon delivery of the Staged Products to the Staging Location. Seller will collect sales tax due from Customer based on the Seller's Warehouse location identified in Section 2. Upon executing this agreement, and if applicable, Customer will provide Seller with either Illinois or Nevada tax exemption documentation.

Section 5. SHIPPING.
5.1 Seller shall release the Staged Products from the Staging Location and provide them to the carrier for shipment to Customer's location upon the Estimated Ship Date set forth in the SAO, unless Customer provides written notice to Seller (which may be by email sent directly to the Seller Account Manager) no less than ten (10) business days prior to such Estimated Ship Date notifying Seller of Customer's request to change the ship date. Customer cannot change any ship date to a date later than the Final Ship Date set forth in the SAO ("Final Ship Date"). Seller will ship to Customer all Staged Products that remain in Seller's Warehouse no later than the Final Ship Date.

5.2 Customer will be responsible for all shipping and handling charges, which Seller will include as an additional line item on the applicable invoice.

5.3 In the event of early termination or in the event that Customer does not request delivery of all Staged Products prior to the Final Ship Date, Seller shall, at Seller's option; either (i) ship the remaining Staged Products still held by Seller to Customer's Final Ship to Address identified on the SAO, or (ii) return the Staged Products to Seller's inventory.

Section 6. INVOICING AND PAYMENT.
6.1. Except as otherwise agreed in writing by the Parties, and subject to continuing credit approval by Seller,

Customer will pay all invoices within thirty (30) days after the date of Seller's invoice. In addition to the purchase price for the Staged Products, Seller will charge Customer a fee for holding the Staged Products as set forth on each SAO ("**Staging Fee**").

6.2. Seller will invoice Customer for Customer's purchase of Staged Products on the date that the Staged Products are delivered to the Staging Location in Seller's Warehouse. Seller will also include the applicable Staging Fee on each invoice for Staged Products.

6.3. The Staging Services will commence, and the Staging Fee applied, upon the date of CDW's invoice.

6.4. Upon completion of each SAO, if applicable, CDW will provide customer with a settlement invoice for any additional fees resulting from any changes to the original SAO (e.g., additional staging fees, handling fees, shipping charges, etc.).

6.5. Customer acknowledges that some or all Staged Products may not be in Seller's warehouse or available to be held for Customer on the date the SAO is submitted to Seller and agrees that Seller shall have no liability or responsibility to Customer for losses of any incentives or price adjustments as a result of the invoice date being different from the SAO date.

Section 7. NON-CANCELABLE.

CUSTOMER ACKNOWLEDGES AND AGREES THAT CUSTOMER'S OBLIGATIONS UNDER THIS AGREEMENT ARE ABSOLUTE AND NON-CANCELABLE, AND THE STAGED PRODUCTS ARE NON-RETURNABLE, NOTWITHSTANDING ANY OBSOLESCENCE OF THE STAGED PRODUCTS, PROBLEMS WITH OR DEFECTS IN THE STAGED PRODUCTS, ANY CHANGES IN SCHEDULE, ANY CHANGES IN CUSTOMER'S NEEDS OR FINANCIAL CIRCUMSTANCES, ANY UNAVAILABILITY OF LEASE FINANCING FOR ANY OR ALL OF THE STAGED PRODUCTS, OR ANY OTHER CIRCUMSTANCE. CUSTOMER SHALL HAVE NO RIGHT TO REFUSE DELIVERY OR TO DELAY PAYMENTS FOR ANY STAGED PRODUCTS FOR ANY REASON, INCLUDING WITHOUT LIMITATION THE CONDITION OF STAGED PRODUCTS.

Section 8. BREACH; REMEDIES.

In the event that Customer cancels any SAO or addendums thereto, or terminates this Agreement, Seller shall have the right, in addition to all other remedies it may have, to be compensated for all costs, expenses and losses incurred by Seller, including, but not limited to, the cost of Staging the Staged Products, insurance costs, costs incurred with respect to custom configured goods, costs incurred by Seller in ordering Staged Products specifically for Customer's benefit, and costs of collection. In the event of a breach of this Agreement by Customer and in addition to all other remedies Seller may have at law or in equity, Seller has the right to terminate this Agreement and to demand immediate payment in full for all of the Staged Products and of all of the fees, costs and expenses assessable hereunder.

Section 9. RISK OF LOSS, AND INSURANCE.

CUSTOMER SHALL BEAR THE RISK OF PROPERTY DAMAGE TO AND LOSS OF THE STAGED PRODUCTS ("PRODUCT LOSSES") AND SHALL PROVIDE INSURANCE TO COVER ANY SUCH PRODUCT LOSSES DURING STORAGE OF THE STAGED PRODUCTS IN SELLER'S WAREHOUSE. CUSTOMER SHALL ALSO BEAR THE RISK OF PRODUCT LOSSES AND SHALL PROVIDE INSURANCE TO COVER ANY PRODUCT LOSSES INCURRED DURING SHIPMENT, NAMING SELLER AS A LOSS PAYEE.

Section 10. SECURITY AND ACCESS.

Seller agrees to exercise the same care with respect to the storage of Staged Products as Seller exercises with respect to similar products owned by Seller. Seller shall provide secure space to prevent unintended use of Staged Products. Seller agrees to provide Customer access to its facilities, upon reasonable advance notice, during normal business hours, for purposes of inspection of Staged Products.

Section 11. LIMITED LIABILITY.

SELLER'S LIABILITY FOR LOSS OR INJURY TO THE STAGED PRODUCTS IS LIMITED TO REPLACEMENT OF THE STAGED PRODUCTS OR REIMBURSEMENT FOR THE UNIT PRICE LISTED ON THE SAO, PROVIDED THAT CUSTOMER HAS PAID SELLER FOR THE APPLICABLE STAGED PRODUCTS, BUT IN NO EVENT IN EXCESS OF INSURANCE PROCEEDS RECEIVED BY SELLER FOR SUCH LOST OR INJURED PROPERTY. UNDER NO CIRCUMSTANCES WILL SELLER OR ITS AFFILIATES BE LIABLE FOR: ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, BUSINESS, REVENUES OR SAVINGS, AND LOSS, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES, WHETHER A CLAIM FOR ANY SUCH LIABILITY IS PREMISED UPON BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY OF LIABILITY.

Section 12. TERMINATION.

This Agreement may be terminated by Customer upon thirty (30) days' advance written notice; provided that Customer has paid all fees, prices and costs due and owing hereunder. This Agreement may be terminated by Seller upon thirty (30) days' advance written notice. Termination of this Agreement will not terminate either party's obligations under any existing SAO.

Section 13. FORCE MAJEURE.

Seller shall not be liable to Customer for any failure to comply with the terms of this Agreement to the extent that such failure results from any circumstances beyond its reasonable control, including, but not limited to, carrier delays, delays due to fire, severe weather, power failure, labor problems, acts of war, terrorism, embargo, acts of God, and acts or laws of any government or agency. Seller's failure or delay in performance under this Agreement due to any force majeure event shall not be deemed to be a default under this Agreement.

Section 14. GOVERNING LAW; JURISDICTION.

THIS AGREEMENT WILL BE GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS, WITHOUT

REGARD TO CONFLICTS OF LAWS RULES. ANY LITIGATION WILL BE BROUGHT EXCLUSIVELY IN COOK COUNTY, ILLINOIS, AND THE PARTIES CONSENT TO THE JURISDICTION OF THE FEDERAL AND STATE COURTS LOCATED THEREIN, SUBMIT TO THE JURISDICTION THEREOF AND WAIVE THE RIGHT TO CHANGE VENUE. THE PARTIES FURTHER CONSENT TO THE EXERCISE OF PERSONAL JURISDICTION BY ANY SUCH COURT WITH RESPECT TO ANY SUCH PROCEEDING.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be signed and delivered by its respective authorized representative.

SELLER: **CDW Government, LLC**

By: _____

Name: _____

Title: _____

Date: _____

Address of Principal Place of Business:

230 N. Milwaukee Avenue
Vernon Hills, IL 60061

CUSTOMER: _____

By: _____

Name: _____

Title: _____

Date: _____

Address of Principal Place of Business:

_____

_____

Customer Account #_____

EXHIBIT A-1

STAGING/BUY AND HOLD AUTHORIZATION ORDER

Customer: AM inserts Customer Name
Customer #: AM inserts Customer #

Final Ship Date: AM inserts final ship date
Final Ship To Address: AM inserts attn, address, city, state & zip in this field

								Anticipated Ship To Information							
Ship Consolidation	Unit Price	Carrier & Ship Method	Estimated Ship Date	Requested Ship Qty	CDW EDC	Mfg Part #	Description	Customer Name	Ship Attn	Address Line 1	Address Line 2	City	State	Zip	Country

** CDW to default to final ship date if no estimated ship dates are provided in the table above.*
* The foregoing Staged Products are subject to the "*Staging/Buy and Hold Agreement*" between the Parties dated ____day of [Month], [Year]

IN WITNESS WHEREOF, each of the Parties has caused this Order to be signed and delivered by its respective authorized representative.

Seller: CDW XXX

By: X
Name: X
Title: X
Date: X

Customer:

By: X
Name: X
Title: X
Date: X

SAMPLE

SAO EXAMPLE ONLY. DO NOT SIGN!

CDW Internal Use:
Quote #: X
Order #: X

SA Version 2020 03 05

EXHIBIT B-1

STAGING/BUY AND HOLD AUTHORIZATION ORDER ADDENDUM

Customer: AM inserts Customer Name
Customer #: AM inserts Customer #

Final Ship Date: AM inserts final ship date
Final Ship To Address: AM inserts attn, address, city, state & zip in this field

								Anticipated Ship To Information							
Ship Consolidation	Unit Price	Carrier & Ship Method	Estimated Ship Date	Requested Ship Qty	CDW EDC	Mfg Part #	Description	Customer Name	Ship Attn	Address Line 1	Address Line 2	City	State	Zip	Country

** CDW to default to final ship date if no estimated ship dates are provided in the table above.*
* The foregoing Staged Products are subject to the "*Staging/Buy and Hold Agreement*" between the Parties dated ____day of [Month], [Year]

The parties agree that the Staging/Buy and Hold Authorization Order dated ____day of [Month], [Year] is hereby amended as set forth in this Addendum.

IN WITNESS WHEREOF, each of the Parties has caused this Order to be signed and delivered by its respective authorized representative.

Seller: CDW XXX		Customer:	
By:	X	By:	X
Name:	X	Name:	X
Title:	X	Title:	X
Date:	X	Date:	X

SAO ADDENDUM EXAMPLE ONLY. DO NOT SIGN!

CDW Internal Use:
Quote #: X
Order #: X

SAMPLE

STATEMENT OF WORK

Project Name:	[Project Name]	**Seller Representative:** [Seller Name] [Seller Phone] [Seller e-mail]
Customer Name:	[Customer Name]	
CDW Affiliate:	[CDW Affiliate determined by Customer #]	
Subcontractor:	[Partner Name]	**Solution Architect:** [Solution Architect Name], [Solution Architect Name 2]
SOW Created Date:	[SOW Created Date]	
Version:	[File Version]	**Drafted By** [Services Contract Specialist Name]

This statement of work ("**Statement of Work**" or "**SOW**") is made and entered into on the last date that this SOW is fully executed as set forth below ("**SOW Effective Date**") by and between the undersigned, [CDW Affiliate] ("**Provider**," and "**Seller**,") and [Customer Name] ("**Customer**," and "**Client**,").

GOVERNING AGREEMENT

This SOW shall be governed by that certain [Governing Agreement Name] between [CDW Affiliate] and [Customer Name], dated [Governing Agreement Date] (the "**Agreement**"). If there is a conflict between this SOW and the Agreement, then the Agreement will control, except as expressly amended in this SOW by specific reference to the Agreement. References in the Agreement to a SOW or a Work Order apply to this SOW.

PROJECT SCOPE

SERVICE DESCRIPTION

GENERAL RESPONSIBILITIES AND ASSUMPTIONS

- Customer is responsible for providing all access that is reasonably necessary to assist and accommodate Seller's performance of the Services.
- Customer will provide in advance and in writing, and Seller will follow, all applicable Customer's facility's safety and security rules and procedures.
- Customer is responsible for security at all Customer-Designated Locations; Seller is not responsible for lost or stolen equipment, other than solely as a result of Seller's gross negligence and willful misconduct.
- This SOW can be terminated by either party without cause upon at least fourteen (14) days' advance written notice.

CONTACT PERSONS

Each Party will appoint a person to act as that Party's point of contact ("**Contact Person**") as the time for performance nears and will communicate that person's name and information to the other Party's Contact Person.

Customer Contact Person is authorized to approve materials and Services provided by Seller, and Seller may rely on the decisions and approvals made by the Customer Contact Person (except that Seller understands that Customer may require a different person to sign any Change Orders amending this SOW). The Customer Contact Person will manage all communications with Seller, and when Services are performed at a Customer-Designated Location, the Customer Contact Person will be present or available. The Parties' Contact Persons shall be authorized to approve changes in personnel and associated rates for Services under this SOW.

CHANGE MANAGEMENT

This SOW may be modified or amended only in a writing signed by both Customer and Seller, generally in the form provided by Seller ("**Change Order**"). Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

In the event of a conflict between the terms and conditions set forth in a fully executed Change Order and those set forth in this SOW or a prior fully executed Change Order, the terms and conditions of the most recent fully executed Change Order shall prevail.

PROJECT SCHEDULING

Customer and Seller, who will jointly manage this project, will together develop timelines for an anticipated schedule ("**Anticipated Schedule**") based on Seller's project management methodology. Any dates, deadlines, timelines or schedules contained in the Anticipated Schedule, in this SOW or otherwise, are estimates only, and the Parties will not rely on them for purposes other than initial planning.

TOTAL FEES

CUSTOMER DESIGNATED LOCATIONS

Seller will provide Services benefiting the locations specified on the attached Exhibit ("**Customer-Designated Locations**").

PROJECT SPECIFIC TERMS

SIGNATURES

In acknowledgement that the parties below have read and understood this Statement of Work and agree to be bound by it, each party has caused this Statement of Work to be signed and transferred by its respective authorized representative.

This SOW and any Change Order may be signed in separate counterparts, each of which shall be deemed an original and all of which together will be deemed to be one original. Electronic signatures on this SOW or on any Change Order (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures.

[CDW Affiliate Name]

By:_____

Name:_____

Title:_____

Date: _____

Mailing Address:

[Affiliate Address line 1]

[Affiliate Address line 2]

[Customer Name]

By:_____

Name:_____

Title:_____

Date: _____

Mailing Address:

Street:_____

City/ST/ZIP: _____

EXHIBIT _

CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the following locations ("**Customer-Designated Locations**").

Location(s)

CDW PRODUCT RETURN POLICY

Seller offers a 30-day return policy on most products sold. Manufacturer restrictions apply to certain merchandise, as detailed below and as updated from time to time. Customer may obtain additional details and any applicable updates from the dedicated Seller account manager and may obtain manufacturer contact information by contacting CDW Customer Relations, which may be reached by calling 866.SVC.4CDW or by emailing returns@cdw.com.

1. Return Restrictions.

- Defective Product Returns. Customer may return most *defective* Products directly to Seller within fifteen (15) days of invoice date and receive, at Seller's option, credit, replacement, exchange, or repair. After fifteen (15) days, only the manufacturer warranty applies.

- Non-Defective Product Returns. Customer may return most *non-defective* Products directly to Seller within thirty (30) days of invoice date and receive, at Customer's option, credit or exchange, except that an automatic Seller restocking charge will reduce the value of any such credit or exchange by a minimum of fifteen percent (15%).

- Restricted, Repair-Only Returns. Certain Products can only be returned for repair—not for exchange, replacement or credit—based on current manufacturer requirements. Such Products should be returned to Seller, shipped directly to the manufacturer, or taken to an authorized service center in Customer's vicinity. More information may be provided by the dedicated Seller account manager or by CDW Customer Relations.

- Restricted, Manufacturer-Only Assistance. Certain Products cannot be returned to Seller for any reason—without exception—and Customer must contact the manufacturer directly for any needed assistance. More information may be provided by the dedicated Seller account manager or by CDW Customer Relations.

- Special Orders. Products that are specially ordered may be non-returnable or may have unique return restrictions provided at the time of sale. More information may be provided by the dedicated Seller account manager or by CDW Customer Relations.

- Return of Software or DVDs. Seller offers refunds only for unopened, undamaged software and DVD movies that are returned within 30 days of invoice date. Seller offers *only replacement* for software products and DVD movies that either: (i) are defective but are returned *within* thirty (30) days of invoice date; or (ii) are unopened and undamaged, but are returned *more than* 30 days after invoice date; such replaceable merchandise may be exchanged only for the same software or DVD movie title. Multiple software licenses may be returned for refund or exchange *only* (i) if specifically authorized in advance by the manufacturer; *and* (ii) if returned *within* thirty (30) days of invoice date.

2. Customer Shipment of Returned Merchandise.

- Return Merchandise Authorization (RMA) Number. No returns of any type will be accepted by Seller unless accompanied by a unique RMA number, which Customer may obtain by providing the following information to CDW Customer Relations: customer name, applicable invoice number, product serial number, and details of Customer's issue with the product. Customer has five (5) days to return a Product after the applicable RMA is issued. CDW reserves the right to refuse any UNAUTHORIZED returns: those that occur after the five (5) day period or those involving Products that are unaccompanied by valid RMA's.

- Returned Products Must Be Complete. All Products *MUST BE* returned one hundred percent (100%) complete, including all original boxes, packing materials, manuals, blank warranty cards, and other accessories provided by the manufacturer. CDW reserves the right to refuse the return of incomplete Products. In addition, CDW will charge a minimum fifteen percent (15%) restocking fee for returns that are accepted.

- Responsibility for Shipping Costs. Customer is responsible for the cost of shipping returned items; Seller is responsible for the cost of shipping replacements or exchanges of returned items and will match Customer's shipping method.

- Customer Shipping Insurance. Customer is strongly advised to purchase full insurance to cover loss and damage in transit for shipments of returned items and to use a carrier and shipping method that provide proof of delivery. Seller is not responsible for loss during such shipment.

3. Merchandise Damaged in Transit.

- Refusal/Receipt of Damaged Products. If a package containing items purchased from Seller arrives at Customer's address *DAMAGED*, Customer should *REFUSE* to accept delivery from the carrier. If Customer *does* accept delivery of such a package, Customer must: (i) note the damage on the carrier's delivery record so that Seller may file a claim; (ii) save, as is, the merchandise *AND* the original box and packaging it arrived in; and (iii) promptly notify Seller either by calling CDW Customer Relations or by contacting the Seller account manager to arrange for carrier's inspection and pickup of the damaged merchandise. If Customer does not so note the damage and save the received merchandise and does not so notify Seller within fifteen (15) days of delivery acceptance, Customer will be deemed to have accepted the merchandise as if it had arrived undamaged, and Seller's regular return policy, as described in sections 1 and 2 above, and all current manufacturer warranties and restrictions will apply.

4. Credits

Any credit issued by Seller to Customer under this return policy must be used within two (2) years from the date that the credit was issued and may only be used for future purchases of Product and/or Services. Any credit or portion thereof not used within the two (2) year period will automatically expire.

COUNCIL COMMUNICATION

CC #: 2418
File #: 0800-02 & 0214

Title:	Barton Road Water Treatment Plant Solar Energy and Storage System Project - Grant Application Amendments
Contact:	Sean Bigley 916-774-5513 sbigley@roseville.ca.us

Meeting Date: 12/7/2022
Item #: 6.12.

RECOMMENDATION TO COUNCIL

Staff recommends the City Council: (1) adopt an amended City Council Resolution for the Barton Road Water Treatment Plant (WTP) Solar Energy and Storage System Project (Project) grant application under the Department of Commerce, Economic Development Administration's (EDA) Economic Adjustment Assistance (EAA) Program that was submitted by the City of Roseville on July 4, 2022; and, (2) provide an update on the initial review of Roseville's grant application by the EDA and proposed changes to the City of Roseville's grant application to increase competitiveness.

BACKGROUND

On June 15, 2022, the Roseville City Council approved staff submitting a grant application for the Barton Road Water Treatment Plant (WTP) Solar Energy and Storage System Project (Project) under the Department of Commerce, Economic Development Administration's (EDA) Economic Adjustment Assistance (EAA) Program. The application was then submitted to the EDA on July 4, 2022, for consideration.

On October 14, 2022, Roseville staff had an initial review meeting regarding Roseville's application with EDA staff to prepare for application review by EDA leadership during the week of October 22. During the review, Roseville staff received positive feedback on the technical soundness and overall competitiveness of Roseville's grant application.

With the EDA review, there were several changes recommended to the City of Roseville, which include:

- Strengthen the language of the City Council Resolution as it pertains to commitment of the required local grant match. The attached proposed amended resolution includes changes that clearly state that Roseville "…can provide a local grant match that is committed, available and unencumbered, upon award."

- EDA staff recommended that Roseville's application would be more competitive if the funding mix is changed from 25% local and 75% federal to 30% local and 70% federal.

  Roseville's grant application submitted on July 4, 2022, had the following funding formula (25% local and 75% federal) - total project costs are $6,493,077.00 with $4,845,936.00 in federal grant funds, $1,211,484.00 in local matching funds, and $435,657.00 in non-reimbursable administrative costs from the Water Rehabilitation Fund, which is funded by water utility sales.

  Following EDA staff's recommendation for a 30% local and 70% federal funding formula, Roseville staff recommends the following revised budget - total project costs are $6,592,877.00 with $4,615,013.90 in federal grant funds and $1,977,863.10 in local matching funds from the Water Rehabilitation Fund, which is funded by water utility sales.

  Other minor changes and clarifications were made to the proposed project budget including (1) EDA asked that the $435,657.00 in non-reimbursable administrative costs be classified as reimbursable costs; (2) removal of the "Equipment" budget item and reallocation to the "Construction" budget item; and (3) removal of the "Miscellaneous" budget item and reallocation to the "Construction" budget item.

- EDA also recommended that City staff provide two narrative supplements to the grant application for impacts/risks related to wildfires and the energy grid; and details on Roseville's economy and its economic importance in the Sacramento region.

- EDA also requested re-signed forms reflecting the modified funding formula mix and budget, expanded budget narrative and submittal of new forms disclosing the names of the City's Federal lobbyists prior to EDA leadership review on the week of October 22.

Roseville staff anticipates decisions by EDA leadership to be made within the next 30 days. If Roseville passes that stage of review, Roseville's grant application will then go under a comprehensive engineering and environmental review, prior to the final grant award decision being made by the EDA.

If the EAA Grant application is approved for award by EDA in the latter half of 2022, the Barton Road Water Treatment Plant (WTP) Solar Energy and Storage System Project would likely be constructed and operational by the first half of 2025.

FISCAL IMPACT

If the City's Department of Commerce, Economic Development Administration grant application is approved, the revised total project costs will be $6,592,877, with $4,615,013.90 in federal grant funds and $1,977,863.10 in local matching funds from the Water Rehabilitation Fund which is funded by water utility sales.

ENVIRONMENTAL REVIEW

The proposed project involves minor alterations of an existing facility. This activity is categorically exempt from California Environmental Quality Act (CEQA) as a Class 1 Exemption (State CEQA Guidelines §15301). The proposed project also involves minor alteration in the condition of the

land, and which will not remove healthy, mature scenic trees. This activity is categorically exempt from CEQA as a Class 4 Exemption (State CEQA Guidelines §15304). The Exemption has been prepared and no further CEQA action is required.

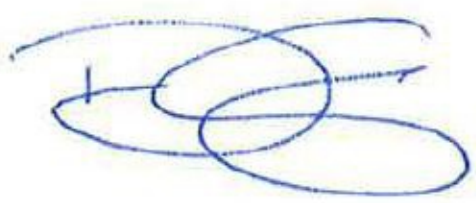
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal D - Enhance economic vitality
Goal E - Deliver exceptional city services
Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Sean Bigley, Environmental Utilities Assistant Director

Richard Plecker, Environmental Utilities Director



_____
Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 22-428

Amended SF424 Form

Amended SF424C Form

Supplemental - Wildfire and Energy

Supplemental - Roseville Economy and Jobs

Amended Project PER

PER Section C11

SF-LLL Forms

RESOLUTION NO. 22-428

AMENDING RESOLUTION 22-206 AND APPROVING A GRANT APPLICATION TO THE UNITED STATES DEPARTMENT OF COMMERCE, ECONOMIC DEVELOPMENT ADMINSTRATION, AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE ALL RELATED FORMS AND AGREEMENTS ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, the United States Department of Commerce, Economic Development Administration (EDA) regularly provides federal funding for projects under its Economic Adjustment Assistance (EAA) Program to develop economic resiliency for communities that may face disasters that cause economic harm; and

WHEREAS, as a result of the American Water Resiliency Act passed in 2018, the City worked with a consultant in order to be in compliance with the mandated assessment; and

WHEREAS, an additional task also completed by the consultant was to examine the City's risk relative to future energy security, specifically energy impacts due to wildfire events and projected energy impacts/disruptions as a result of the State of California's current energy policies; and

WHEREAS, one project recommended from the consultant was a feasible energy resiliency investment: the installation of 998-kilowatts of direct current (kWdc) solar photovoltaic (PV) panels, and a 500-kilowatt alternating current (kWac) battery energy storage system (BESS) at the Barton Road Water Treatment Plant (WTP); and

WHEREAS, on June 15, 2022, City Council adopted Resolution No. 22-206, approving the submission of a grant application for the WTP; and

WHEREAS, after EDA review, it was suggested that we amend our resolution in order to make the City's application more competitive; and

WHEREAS, Resolution No. 22-206 is hereby amended and replaced; and

WHEREAS, staff recommends City Council approval of the submittal of a revised EAA grant application for the proposed project and acknowledge via City Council Resolution that the City of Roseville can provide a local grant match that is committed, available and unencumbered, upon award.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Roseville hereby approves filing of the EAA grant application to the United States Department of Commerce, Economic Development Administration.

BE IT FURTHER RESOLVED that the City of Roseville can provide a local grant match that is committed, available and unencumbered, upon award.

BE IT FURTHER RESOLVED that the City Manager or his designee is authorized to execute all related forms and agreements 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

OMB Number: 4040-0004
Expiration Date: 12/31/2022

Application for Federal Assistance SF-424

*** 1. Type of Submission:**
- [ ] Preapplication
- [x] Application
- [ ] Changed/Corrected Application

*** 2. Type of Application:**
- [x] New
- [ ] Continuation
- [ ] Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received: Completed by Grants.gov upon submission.

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name: City of Roseville

* b. Employer/Taxpayer Identification Number (EIN/TIN): 96-4000409

* c. Organizational DUNS: 076119643

d. Address:

* Street1: 2005 Hilltop Circle
Street2:
* City: Roseville
County/Parish:
* State: California
Province:
* Country: USA: UNITED STATES
* Zip / Postal Code: 95747

e. Organizational Unit:

Department Name: Environmental Utilities

Division Name: Water Utility and Government Relations

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Mr.
* First Name: Sean
Middle Name:
* Last Name: Bigley
Suffix:

Title: Assistant Environmental Utilities Director

Organizational Affiliation: City of Roseville

* Telephone Number: (916) 774-5513
Fax Number:

* Email: sbigley@roseville.ca.us

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

City Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

Economic Development Administration

11. Catalog of Federal Domestic Assistance Number:

CFDA Title:

*** 12. Funding Opportunity Number:**

PWEAA2020

* Title:

FY2020 EDA Public Works and Economic Adjustment Assistance Programs including CARES Act Funding

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment | Delete Attachment | View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Barton Road Water Treatment Plant Solar Energy and Storage System Project

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant: CA-004

* b. Program/Project: CA-004

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment | Delete Attachment | View Attachment

17. Proposed Project:

* a. Start Date: 11/2022

* b. End Date: 12/2024

18. Estimated Funding ($):

* a. Federal	$4,615,013.90
* b. Applicant	$1,977,863.10
* c. State	$1,977,863.10
* d. Local	0
* e. Other	0
* f. Program Income	0
* g. TOTAL	$6,592,877.00

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- [x] a. This application was made available to the State under the Executive Order 12372 Process for review on .
- [ ] b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- [ ] c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

- [ ] Yes
- [x] No

If "Yes", provide explanation and attach

Add Attachment | Delete Attachment | View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

- [x] ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix:	Mr.
* First Name:	Dominick
Middle Name:	
* Last Name:	Casey
Suffix:	
* Title:	City Manager
* Telephone Number:	916-774-5288
Fax Number:	
* Email:	dcasey@roseville.ca.us
* Signature of Authorized Representative:	
* Date Signed:	10/14/2022

OMB Number: 4040-0008
Expiration Date: 02/28/2022

BUDGET INFORMATION - Construction Programs

NOTE: Certain Federal assistance programs require additional computations to arrive at the Federal share of project costs eligible for participation. If such is the case, you will be notified.

COST CLASSIFICATION	a. Total Cost	b. Costs Not Allowable for Participation	c. Total Allowable Costs (Columns a-b)
1. Administrative and legal expenses	$ 435,657.00	$	$ 435,657.00
2. Land, structures, rights-of-way, appraisals, etc.	$	$	$
3. Relocation expenses and payments	$	$	$
4. Architectural and engineering fees	$ 299,400.00	$	$ 299,400.00
5. Other architectural and engineering fees	$ 49,900.00	$	$ 49,900.00
6. Project inspection fees	$ 419,160.00	$	$ 419,160.00
7. Site work	$	$	$
8. Demolition and removal	$	$	$
9. Construction	$ 5,139,260.00	$	$ 5,139,260.00
10. Equipment	$	$	$
11. Miscellaneous	$	$	$
12. SUBTOTAL *(sum of lines 1-11)*	$ 6,343,377.00	$	$ 6,343,377.00
13. Contingencies	$ 249,500.00	$	$ 249,500.00
14. SUBTOTAL	$ 6,592,877.00	$	$ 6,592,877.00
15. Project (program) income	$	$	$
16. TOTAL PROJECT COSTS *(subtract #15 from #14)*	$ 6,592,877.00	$	$ 6,592,877.00

FEDERAL FUNDING

17. Federal assistance requested, calculate as follows: (Consult Federal agency for Federal percentage share.) Enter the resulting Federal share.	Enter eligible costs from line 16c Multiply X 70 %	$ 4,615,013.90

Supplement to City of Roseville's United States Department of Commerce, Economic Development Administration (EDA) - Economic Adjustment Assistance (BAA) Program Grant October 7, 2022

Placer and El Dorado Counties have seen an increase in the number and intensity of wildfires occurring within the area over the last 10 years—all of which have detrimentally impacted communities within the American River Watershed. The most significant wildfire events have included the American Fire (2013), the King Fire (2014), Trailhead Fire (2016), Caldor Fire (2021) and Mosquito Fire (2022). The largest of these fires is the active Mosquito Fire (FEMA Major Disaster Declaration (DR-4610-CA Public Notice 001)) for Placer County which is currently 95% contained but has left tens of thousands of acres damaged in its wake; it involved major evacuations of cities uphill of Roseville and continues to have significant impacts to electric and water infrastructure.

During the height of the Mosquito Fire, the California Department of Forestry and Fire Protection (Cal Fire) operated a Base Camp at the @theGrounds (Placer County Fairgrounds) facility in Roseville as a firefighter rest area and equipment staging/planning hub for wildfire operations. The City of Roseville's Water Utility staff worked hand-in-hand with Cal Fire to ensure that potable water was provided at the level needed to sustain wildfire mitigation operations.

According to Cal Fire's website, there have been 19 Cal Fire wildfire incidents in the past five years in Placer County amounting to 83,956 acres burned. The persistent and increased frequency of wildfires continues to threaten infrastructure resiliency, including:

- Reduced capacity to produce hydroelectric and solar production due to smoke and fire. During a two-day span during the Mosquito Fire, about 200 megawatts less of hydroelectric generation and 1,000 less megawatts of solar were generated while a record-breaking heat wave was underway.

- Continued use by Pacific Gas and Electric (PG&E) of the Public Safety Power Shutoffs (PSPS) to reduce fire danger during high wind events. From 2019 to 2021, there have been 18 PSPS events with an average outage time spanning 31 to 43 hours with up to 17 counties in California impacted.

- Wildfire activity spans beyond the upper watershed. In the past five years, the City of Roseville has experienced wildfires within and just outside city limits including the Duluth, Watt, Baseline, Dyer, Foothills, Sunset, Nelson, and Amoruso fires. The Duluth Fire was particularly large burning 65 acres just north of the Roseville city limits.

Approximately 66,300 people were working in Roseville as of March 2020. The most common employment sectors for those who live in Roseville were, and continue to be, health care and social assistance; retail trade; and professional, scientific, and technical services. Roseville's health care industry has a major role in supporting the population within the City and greater Sacramento region, including those impacted in the wildfire zones. Several large health care companies have a presence in Roseville including, McKesson, Penumbra Inc., Adventist Health, UC Davis Medical, Kaiser Permanente, and Sutter Health. Roseville's two major hospitals, Kaiser Permanente and Sutter Health provide acute, trauma, and specialty care for residents throughout the region.

Safe, clean water is a necessity to adequately providing medical treatment in a hospital setting. Ensuring Roseville's healthcare facilities have consistent access to that water allow those facilities to have greater

flexibility and capacity to respond to ongoing and future crises (e.g., public health emergencies and pandemics, natural disasters, grid failure, PSPSs).

Given ongoing wildfire threats to PG&E's energy infrastructure and outages under the PSPS Program, the proposed 1,000 kW Solar Energy Array and 500 kw Battery Energy Storage System (BESS) project at the Barton Road Water Treatment Plant (WTP) will develop and maintain reliable, sustainable power for the Barton Road WTP, which currently relies on PG&E to provide power to the WTP. The Barton Road WTP, which is vital to Roseville's 147,000 plus residents and 6,200 plus businesses, millions of visitors each year, and healthcare facilities throughout the greater Sacramento-Placer region—providing over 50 million gallons per day (MGD) of treated surface water supply (100 MGD at community build-out).

This will directly benefit not only Roseville's two regional hospitals, but hospitals in nearby, underrepresented, or rural communities. If those other hospitals become overloaded or evacuated/damaged, patients may be rerouted to Roseville's regional hospitals that can more easily accommodate the patients. The proposed EDA investment will assist in bringing this critical project to fruition, protect the WTP from unforeseen power disturbances due to direct wildfire threats to infrastructure and future PSPS events and allow the City of Roseville to continue servicing important regional assets during times of crisis or natural disasters.

Additionally, with the recent experience of the currently active Mosquito Fire, the Cal Fire Base Camp was located within Roseville City limits and required consistent and reliable potable water supply to sustain emergency fire operations and provide a resting area for firefighters which was made possible through the Barton Road WTP.

Finally, this proposed EDA investment will help the Sacramento Region in the disaster recovery process by providing stable water service for post-recovery medical care and a stable area where emergency responders and recovery staff can base operations in a post-recovery context.

Supplement to City of Roseville's United States Department of Commerce, Economic Development Administration (EDA) - Economic Adjustment Assistance (BAA) Program Grant October 13, 2022

The City of Roseville, a full service city, is the largest city in Placer County and an employment hub in the Sacramento region. Placer County continues to be recognized by the Department of Finance as one of the State's fastest growing counties, while Roseville was the fastest growing City in Placer County in 2021. Roseville's current growth rate is approximately 2.3 percent and current estimates indicate the population of Roseville will surpass 198,000 by the end of 2035. There are approximately 6,200 businesses operating in Roseville with nearly 92,000 jobs. The 2020 US Census Data indicates Roseville is a net importer of jobs with approximately 70,000 people coming to the City for work and 46,000 residents working outside of the City.

There are twenty sectors included in the North American Industry Classification System (NAICS), 11 of the twenty are considered a priority for the Sacramento region. A recently issued Placer County Labor Market Conditions and Workforce Opportunity Profile prepared by the Center of Excellence analyzed all 11 regional priority sectors and compares the composition of industry sectors using a 10-year performance period between the years 2010 and 2020. Notably, Placer County demonstrated positive employment change in several industry sectors including Health Care and Social Assistance, Educational Services, Professional, Scientific, and Technical Services, Agriculture, Forestry, Fishing & Hunting, Wholesale Trade, and Retail Trade.

Historically Roseville's largest industries include healthcare and life sciences, public administration, construction, finance, and professional, scientific technical services. Roseville's health care industry employs nearly 10,000 people and has a major role in supporting the population within the City and greater Sacramento region, including those impacted in the wildfire zones. Several large healthcare companies have a presence in Roseville including, McKesson, Penumbra Inc., Adventist Health, UC Davis Medical, Kaiser Permanente, and Sutter Health. Roseville's two major hospitals, Kaiser Permanente and Sutter Health provide acute, trauma, and specialty care for residents throughout the region.

Recently, the State of California, specifically those served in PG&E service territory have experienced energy rolling blackouts due to extreme hot temperatures and wildfire danger. While almost all Roseville's water infrastructure is served by the very reliable Roseville Electric Utility, Roseville's Water Treatment Plant, located in Granite Bay, CA is served by PG&E. Clean and reliable supply of water is a necessity to these healthcare operations and their ability to service a growing regional customer base. Any interruption of utilities to the facility would be a disaster to operations, risk jobs and the industry's ability to serve in times of emergency.

With the threats of wildfire on PG&E's infrastructure and blackouts due to PG&E's Public Safety Power Shutoff (PSPS) Program, the 1,000 Kw Solar Energy Array and 500 kw Battery Energy Storage System Project helps mitigate risks to Roseville's Barton Road Water Treatment Plant. Roseville's healthcare industry services the region including surrounding underrepresented or rural areas impacted by wildfires. The reliability of clean and safe water is critical to protecting the region and retaining jobs in the community.

Grant Application Development for the Barton Road Water Treatment Plant Solar Energy/BESS

Preliminary Engineering Report

May 6, 2022

City of Roseville

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Appendix A. PG&E Carbon Footprint Calculator Assumptions

Appendix B. Helioscope Solar Report

Introduction

This Preliminary Engineering Report has been prepared in accordance with the requirements of Form ED-900C – EDA Application Supplement for Construction Programs as part of the City of Roseville's (Roseville) Fiscal Year 2021 American Rescue Plan Act Economic Adjustment Assistance application for the Barton Road Water Treatment Plant (Barton Road WTP) Solar Energy and Storage System Project (Project). The primary goal of the Project is to provide resilient and sustainable power to Roseville's primary water treatment facility (and their only surface water treatment plant), Barton Road WTP, ensuring a reliable water supply for residents, businesses, and critical healthcare facilities. Roseville is the largest city in Placer County, California. By 2050, Roseville's population is projected to grow to nearly 300,000 residents. The Project will make the WTP highly resilient to increasing threats to the region's power supply by installing 998-kilowatts of direct current (kWdc) solar photovoltaic (PV) panels, and a 500-kilowatt alternating current (kWac) battery energy storage system (BESS). Once constructed, the Project will provide a backup energy supply of a minimum of 96 hours to the Barton Road WTP in the event of a power outage, allowing for continued treatment and delivery of high-quality water to Roseville's customers.

Barton Road Water Treatment Plant

The Project will be located at Roseville's existing Barton Road WTP which is located in the community of Granite Bay, California approximately two miles east from Roseville's boundaries and less than a mile west of Folsom Lake, which is owned and operated by the U.S. Department of the Interior, Bureau of Reclamation. Untreated water supplies received at the Folsom Lake Pumping Plant are conveyed to the Barton Road WTP. This facility is vital to Roseville's 148,000 residents and 9,000 businesses, millions of visitors each year, and healthcare facilities throughout the greater Sacramento-Placer region, providing up to 100 million gallons per day of treated surface water supply.

Project Need and Purpose

Energy infrastructure, a resource of critical importance to Roseville's economic health, businesses, and residents, has become increasingly unreliable throughout the greater Sacramento-Placer region and statewide. At present, power to the Barton Road WTP is supplied by Pacific Gas and Electric (PG&E). PG&E's grid reliability has declined markedly in recent years and has become more vulnerable to extreme weather, wildfire, cyber-attack, earthquake, vandalism, grid failure, climate disruption, Public Safety Power Shutoffs, and Senate Bill 100. The Project will provide a backup energy supply of a minimum of 96 hours to the Barton Road WTP in the event of a power outage, allowing for continued treatment and delivery of high-quality water to Roseville's customers. This has become more important than ever in light of both short-term (e.g., pandemic and public health emergency preparedness) and long-term needs (e.g., drought resiliency and wildfire protection).

The Project components include solar PV modules mounted on a racking canopy structure, a BESS, microgrid controls, a diesel generator, and electrical wiring. The entire solar PV, BESS, and microgrid controls system will be installed behind the meter which is interconnected with the PG&E distribution system that is currently serving the power load at the Barton Road WTP. The existing 500-kilowatt (kW) diesel generator that provides standby power will be included in the new microgrid. The generator will augment the solar power and BESS when there is a sustained grid power outage.

The solar array is sized to provide energy resilience during long duration power outages. The system will also provide near "net zero" energy performance for the Barton Road WTP on an annual basis and will minimize carbon emissions associated with operations. Power produced by the solar array will be approximately

1,500,000-kilowatt-hours (kWh) per year, about equal to the annual energy consumption of the Barton Road WTP. This will significantly reduce the cost of energy for Roseville and will contribute to California's renewable portfolio standards as well as potential federal or state mandates around renewable energy. The electricity delivered by PG&E has a Greenhouse Gas (GHG) Emission rate of 0.542 pounds of carbon dioxide per kWh. By replacing the PG&E power with the Project, the reduction of GHG emissions is more than 780,000 pounds (see Appendix A).

Energy produced by the solar array or the diesel generator (which is expected to be minimal) will be stored by the BESS. The BESS can also store power supplied by the electrical grid. When a power outage occurs, the BESS will immediately pick up the load of the Barton Road WTP. In addition, the BESS can be used daily to shave the peak energy demand. Solar PV without energy storage is not an effective way to peak shave because power production is reduced on cloudy days. Shaving the peak demand of the Barton Road WTP with energy storage not only reduces demand charges and further reduces the utility costs but also supports grid stability by reducing the load on the regional power grid when the grid is most stressed. The State of California and the California Independent System Operator are both highly in favor of projects of this type because they generate renewable energy while also supporting grid stability through peak energy demand reductions.

The Project will ensure that the Barton Road WTP can serve the community with clean, reliable water under any grid condition, as well as reduce the Barton Road WTP's GHG emissions and contribute to the stability of the regional electrical grid. This Preliminary Engineering Report describes the Project's components, construction methods, permitting requirements, schedule, and budget.

C.1 Description of Project Components

Provide a general description of all project components involved in the project. Indicate whether the project involves the construction of new infrastructure or facilities or the renovation or replacement of existing ones. Describe each of the project components in terms of dimensions, quantities, capacities, square footage, etc.

The Project includes installation of new PV modules with a racking canopy structure, a BESS, microgrid controls, and electrical wiring at the Barton Road WTP. The existing diesel generator will be incorporated into the microgrid as a standby power supply but is expected to rarely operate. Each of these project components is further described below.

Solar Photovoltaic Modules: To produce the required 1,500,000-kWh of electricity per year, about 2,500 solar PV modules will be installed on a canopy structure that is designed for the purpose of supporting the solar array. The solar array will include solar modules, often referred to as panels, direct current (DC) combiner boxes, and inverters which turn the DC power into alternating current (AC) power. The actual number of solar modules to be installed depends on the capacity of the module selected by the construction contractor and approved for use during construction. The inverters will be capable of synchronizing for operation in parallel with power supplied by PG&E. The estimated useful life of the solar PV modules is 25-years.

Solar Module Racking Canopy Structure: The solar array will include a structural steel, rigid frame, long span canopy racking system to support the solar modules. The canopy will be installed above the existing flocculation/sedimentation basins at the Barton Road WTP for an effective use of space. The structure will be designed in accordance with professional standards for construction loads (ASCE7) and solar PV arrays (SEOC PV-2). The overall footprint of canopy is approximately 56,000-square feet (160-feet by 350-feet) and the estimated useful life is 25-years.

Battery Energy Storage System: The BESS will supply up to 500-kWac of electricity demand. It will have 4,000-kWh of energy storage using lithium-ion batteries. The system will be a modular, skid mounted system with integrated cooling and fire suppression systems. The dimensions are approximately 10-feet by 40-feet. It will be located close to the existing substation in a 20-foot by 60-foot fenced enclosure. The controls and inverters have an estimated useful life of 25-years, but the batteries are estimated at 15-years.

Microgrid Controls: The controller will monitor the supply of power from the electrical grid and the new solar array, as well as control the components of the microgrid. While the controls have an estimated useful life of 20-years, this equipment may come with a recommendation to upgrade to newer generations in a shorter amount of time.

Diesel Generator: The existing 500-kW diesel generator will be connected to the microgrid to provide standby power. The diesel generator will be used to charge the battery when the solar resource is insufficient. This would typically occur if there were a long duration outage in the middle of winter when the sun is at its lowest angle.

Electrical Wiring: Underground electrical conduits and wiring will connect the components of the microgrid to the existing Barton Road WTP substation with an estimated useful life of 25-years.

C.2 Components

A statement verifying that the project components described in the engineering report are consistent with the EDA investment project description that is provided in Section B.2 of Form ED-900. Engineering reports that describe project components that are inconsistent with the EDA investment project description in Section B.2 of Form ED-900 will not be considered valid.

The project components described in Section C.1 of this Preliminary Engineering Report are consistent with the Economic Development Agency investment project description provided in Section B.2 of Form ED-900 of Roseville's American Rescue Plan Act Economic Adjustment Assistance application.

C.3 Drawings

Drawings showing the general layout and location of the existing site conditions and of the project components as well as location of any project beneficiary identified in Section B.9 of Form ED-900 that provide economic justification for the project, if any. Rough dimensions and quantities for major project components should be shown and labeled on the drawings. Drawings should clearly identify the project components that are being proposed. Applicants are encouraged to clarify such drawings, for example, through color coding, labeling, and other appropriate methods.

The following figures are included:

1. Existing site layout
2. Proposed site layout
3. Project beneficiaries*
4. Solar array coverage
5. Single-line diagram
6. Electrical layout
7. Examples of solar canopies

* In addition to the residents and businesses of Roseville, Table 1 lists the project beneficiaries identified in Section B.9 of Form ED-900, including those that have submitted support letters. Figure 3 shows the locations of the listed project beneficiaries, but it must be noted that geographically, the affected/benefited area extends beyond the physical location.

Table 1. Project Beneficiaries

Beneficiary Name	NAICS Code	Industry	Support Letter Received
Penumbra Inc.	334510	Health Care	✓
Kaiser Permanente	622110	Health Care	✓
Sutter Roseville Medical Group	000622	Health Care	✓
McKesson	446199	Health Care	
Adventist Health	923120	Health Care	✓
Sun City Roseville	813910	Senior Facility	✓
Eskaton	623990	Senior Facility	
Maidu Villages/Project Go Inc.	236115	Senior Facility	
PRIDE Industries	624310	Vocational Rehabilitation Services	
TSI Semiconductors	334413	Manufacturing	✓

Figure 1. Existing Site Layout

Figure 2. Proposed Project Components

Figure 3. Project Beneficiary Location Map

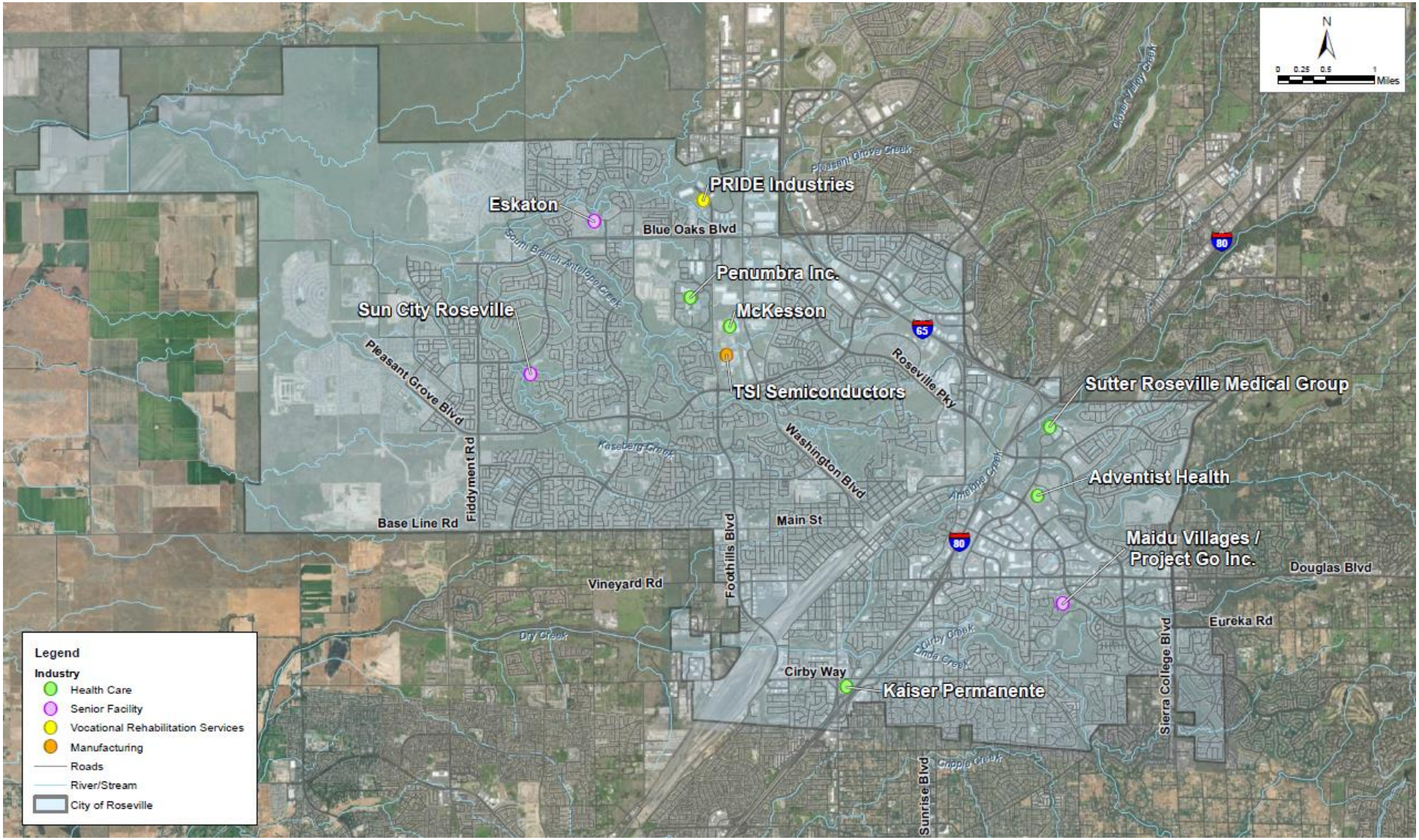
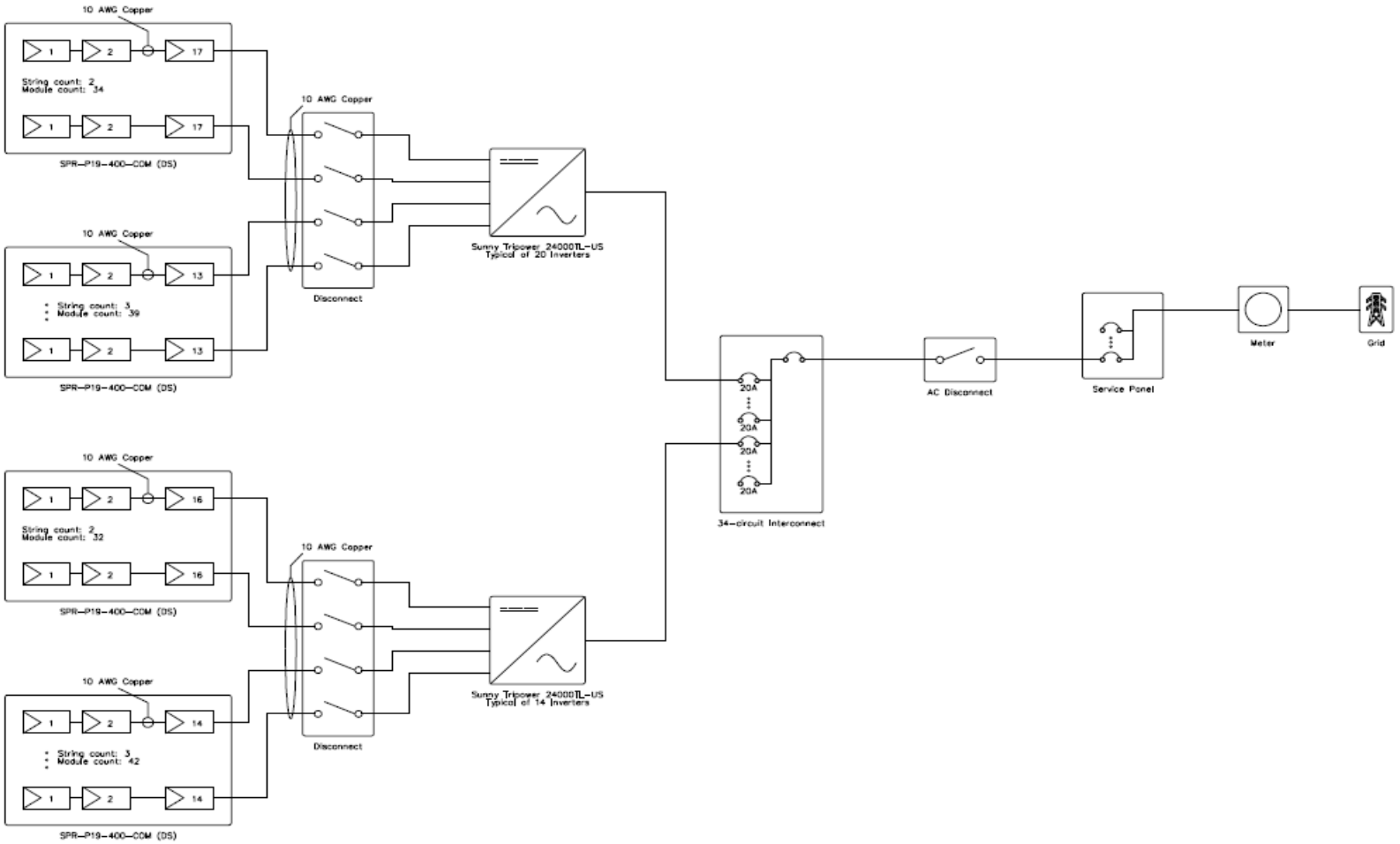


Figure 4. Solar Array Coverage

To see the full Helioscope solar analysis report, see Appendix B.

Figure 5. Single-Line Diagram for the Solar Array



Module Specifications	
2496x Sunpower SPR-P19-400-COM (DS)	
STC Rating	400 W
Vmp	43.7 V
Imp	9.25 A
Voc	52.7 V
Isc	9.79 A

Inverter Specifications	
34x SMA Sunny Tripower 24000TL-US	
Max AC Power Rating	24.06 kW
Max Input Voltage	1,000 V

Wire Schedule		
Tier	Wire	Length
String	170x 10 AWG	24044ft

Figure 6a. Existing and Proposed Underground Electrical

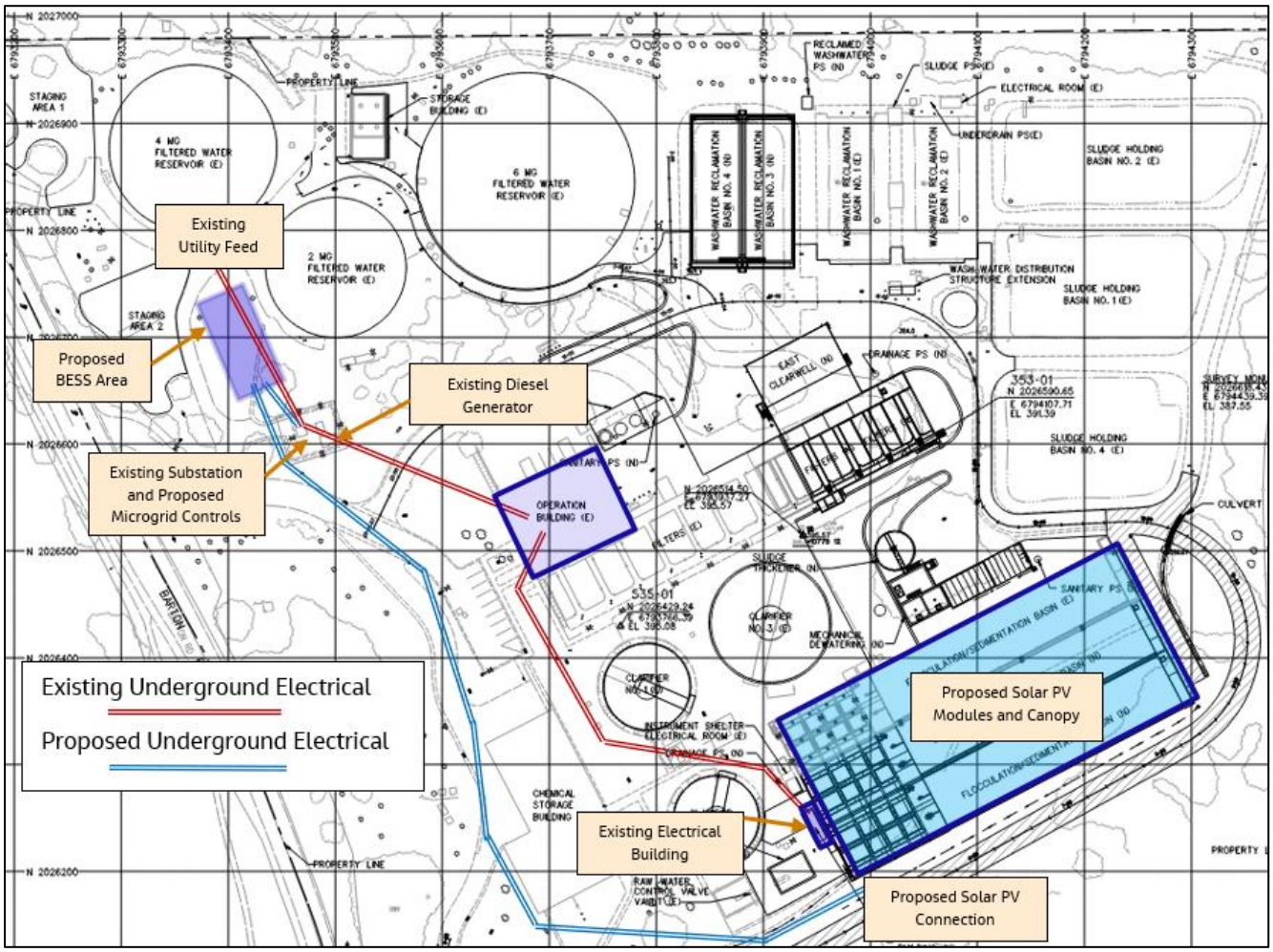


Figure 6b. Typical Ductbank Detail (Encasement and Support)

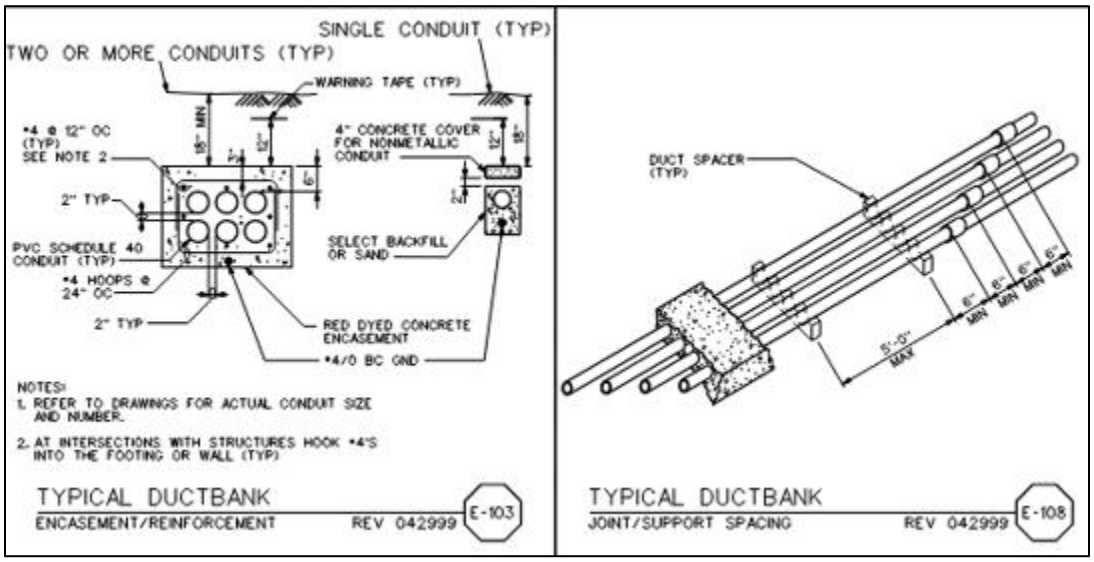


Figure 7a. Solar Canopy Racking Example

Figure 7b. Solar Canopy Racking Example

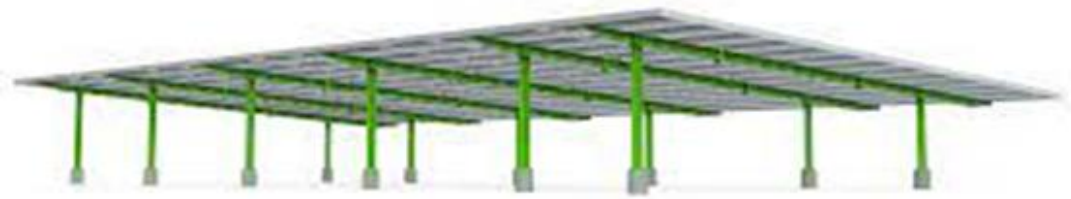
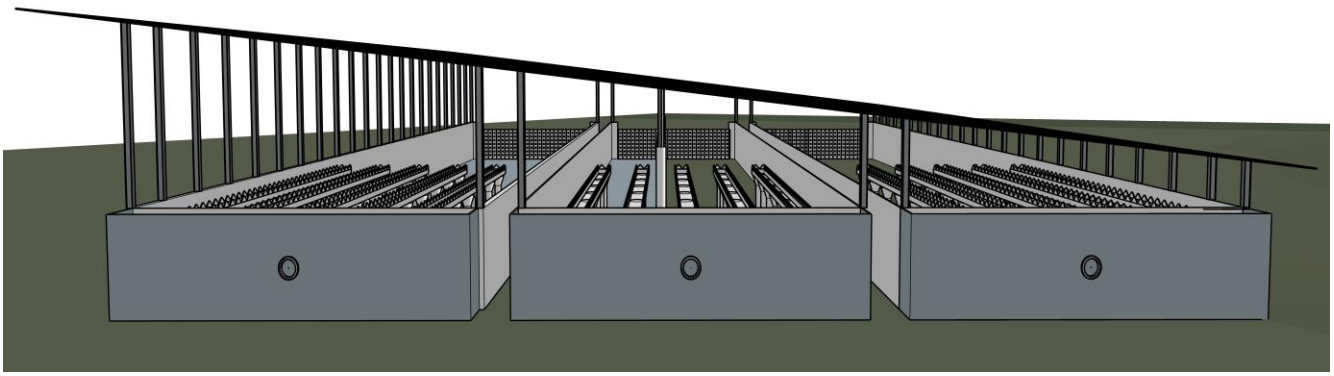


Figure 7c. Proposed Solar PV Array Rendering



C.4 Feasibility Analysis

A feasibility analysis for the constructability of the project. Include a review of the existing conditions and note particular features, alignments, and circumstances affecting construction of project components.

This project was identified in 2021 through a comprehensive Energy Resilience Assessment of the entire Roseville water treatment and distribution system. The assessment identified priority sites and infrastructure in the utility system, evaluated the existing conditions, analyzed energy consumption and existing standby power systems, and evaluated Roseville's ability to provide reliable standby power during a short-term or long-term outage. In addition, the assessment provided a thorough analysis of the threats to the supply of power from PG&E and the broader transmission and distribution system throughout the western United States. Many aspects were analyzed including climate disruption, cyber security, natural disasters, terrorist threats, utility company reliability, and grid instability. The assessment identified the Barton Road WTP as the highest priority site and with the least reliable power supply. The assessment also identified solar PV with battery energy storage as the optimal solution to provide energy resilience. The use of additional diesel generators and fuel storage was not considered due to the environmental liability. Other limitations for a diesel generator include use only during an outage, which results in high operational costs. A solar PV plus BESS solution, however, can be operated every day to reduce the requirements for power from the grid and to shave the peak demand helping to ease grid congestion. This provides resilience, sustainability, and economic benefits.

To develop the Project at the Barton Road WTP, a site visit was conducted to further explore the feasibility of installing the proposed system and to develop a basis of design. The existing site conditions are shown in Section C.3 Figure 1 with the proposed locations for new equipment shown in Section C.3 Figure 2. The primary challenge was to determine where to locate the solar PV array on the property due to the significant size of the system and the constrained site. Early analysis indicated that to cost effectively design and build the array, it should be one structure in a single location rather than on varied structures in multiple locations across the property. Using small systems would require exponentially more design, construction effort, and routing of utilities through a congested site. Additional criteria required minimal environmental impact from the project.

Potential sites (see Figure 8) and findings for the solar array included:

1. Top of the Clearwells - ruled out due to their inadequate size, age, and lack of information on their structural capacity
2. Sludge lagoons - ruled out due to their smaller size which would provide inadequate power production capacity
3. Small parking lot - ruled out due to their smaller size which would provide inadequate power production capacity
4. Filter deck - ruled out due to their smaller size which would provide inadequate power production capacity
5. Flocculation/sedimentation basins - selected as the optimal site because the size of the basins provides the amount of area required for the solar array to produce enough power to provide energy resilience.
6. Open space to the south of the existing facility - ruled out because the removal of dozens of protected oak trees would be required

The opportunity to design and build one larger array is significantly more cost effective than designing and building multiple arrays in the other possible locations. Both the design and construction efforts would be more costly, and the underground electrical wiring would have to be routed for much greater distances with additional conflicts with existing underground utilities. An added benefit of the flocculation/sedimentation basins is that the existing concrete basins were evaluated by structural engineers at solar racking manufacturing companies and

they were determined to be structurally adequate to support the proposed solar array. This eliminates the need to excavate and build new foundations on the site.

To determine the power demand and electrical energy use for properly sizing the BESS, utility bills and 15-minute time interval data for the electrical consumption at the Barton Road WTP were analyzed. The engineering analysis that supports the sizing of the solar array and BESS is provided in Appendix A.

The Basis of Design development also included coordination with the WTP staff regarding the sequence of operations for the solar array, BESS, diesel generator, substation, and microgrid power systems. This alignment further ensured the feasibility of the project. Other parameters included clearance height requirements for the canopy-type array and routing requirements for underground utilities.

The Project will reduce utility costs while enhancing energy resilience at the Barton Road WTP, and it will support the stability of the regional electric grid. The system will be installed on the Barton Road WTP property behind the PG&E electric meter. Power produced by the solar PV array will power the plant and charge the battery. During times of peak production, excess power will be net metered and supplied to the electric grid.

The use of behind the meter battery storage provides significant benefits. A PV array that is *not* coupled to a battery storage system performs in an intermittent fashion. When the sun shines, power is produced, and must be consumed or supplied to the grid. This can create detrimental problems for utility companies and the California Independent system operator because they must constantly match electrical generation to electrical load. When solar arrays produce at peak performance, it can be challenging for the distribution system to accept the excess available power. When the solar resource dissipates in the evening, the utility companies must quickly ramp up additional generation resources to meet the demand.

When battery storage is provided, excess generation can be stored in the battery which can be discharged when the distribution system most heavily loaded. This is typically in the evenings when the solar resource is dropping off. The importance of battery storage is evidenced by the California Self Generation Incentive Program (SGIP). SGIP no longer incentivizes solar PV systems but provides incentives for battery storage since storage is extremely important in maintaining grid stability.

Figure 8. Potential Site Locations

C.5 Construction Method

The proposed method of construction. Indicate whether construction procurement will be done through competitive bid or other method. Indicate if any portion of the project is to be done by design/build, construction management at risk, the applicant's own forces, or a third-party construction manager. If an alternate construction procurement method (other than traditional design/bid/build with sealed competitive bid process) is proposed, a construction services procurement plan must be provided to EDA for approval in accordance with EDA's regulation at 13 C.F.R. § 305.6(a).

The Project will be procured through a design-build (DB) contract. Source selection will be completed through a Best Value process with both qualifications and price used as evaluation factors. The DB approach is considered optimal because the solar array, including the structural racking system, solar modules, combiner boxes, and inverters, work as a system. There are many solar developers in the industry that have proprietary systems and designs available for use. It would not be an effective use of resources to have an engineering firm complete a detailed design that dictates the structural, electrical, and material details of the array. The solar developers should be allowed to compete with their proprietary designs that have proven successful on other projects.

A simple example of the importance of allowing DB contractors to optimize their system follows. If a DBB process is used, and a design team provides a detailed structural design for a racking system, then selection of the solar modules will be limited to the modules that fit on that specific racking system. The problem is that modules are produced by many manufacturers, and they are produced in varying sizes. In addition, the industry is constantly working to improve module efficiency and to optimize module size. A racking system designed today may not be able to accommodate most of the modules produced many months later when a construction contract has been awarded and the materials are being ordered. Several projects have been observed that experienced significant delays and had to be redesigned due to the use of a DBB approach. A DB approach is recommended to optimize the design, the cost and the project duration.

C.6 Construction Contracts

The number of construction contracts anticipated. If multiple contracts are proposed, describe the project components included in each contract. If separate contracts are anticipated for demolition or site work, the budget information cost classification should reflect the estimated costs for these components. If project phasing is proposed, a project phasing request must be provided to EDA for approval per EDA's regulation at 13 C.F.R. § 305.9(a).

One DB contract is required for a contractor to complete the final design in accordance with the performance specifications and to construct the system. This contract will include obtaining an interconnection agreement with PG&E. An interconnection agreement is required when an entity connects generating equipment to the utility company's distribution system.

Additional procurement will be required for Owners Representative for Engineering Services, as well as Construction Management. The Engineering Services will include consulting services to support Roseville staff for design and submittal reviews, and the Construction Management will include construction monitoring and commissioning.

C.7 Cost Estimate

A current detailed construction cost estimate for each of the project components. Show quantities, unit prices, and total costs and provide a basis for the determination of construction contingencies. The total of this estimate should match the construction line item of the SF-424C.

The following table provides a breakdown of estimated construction costs including labor and the main components of the proposed solar array system. Price per unit values were obtained from a combination of the Solar Energy Industries Association and National Renewable Energy Lab, as well as other similar Jacobs projects. For complete list of estimated costs, see Section C.11. The contingency line item is based on an industry standard of 4.5-percent.

Table 2. Estimated Construction Costs

Component	Price per Unit	Quantity	Units	Subtotals
Labor, Installation, Civil Work	$1	998,000	Wdc	$998,000
Solar Panels	$0.51	998,000	Wdc	$508,980
Canopy Steel	$0.40	998,000	Wdc	$399,200
Wire	$0.08	998,000	Wdc	$79,840
Inverters	$0.08	998,000	Wdc	$79,840
Interconnection	$0.40	998,000	Wdc	$399,200
BESS Inverters	$1,500	500	Wac	$750,000
BESS Batteries	$300	4000	Wh	$1,200,000
Microgrid Control(s)	$325,000	1	each	$325,000
Margin/Overhead	$0.40	998,000	Wdc	$399,200
Contingency	$0.25	998,000	Wdc	$249,500
			Total	$5,388,760

Definitions:
Wdc – watts of power, direct current
Wac – watts of capacity for inverters, alternating current
Wh – watt hours of energy produced or stored in batteries

C.8 Property Acquisitions

Real property acquisition. If the budget includes costs for acquisition of real property, include a current fair market value appraisal completed by a certified appraiser for the property to be purchased.

No property acquisition is required for the Project. All equipment will be located on Roseville property and the substation is owned by Roseville.

C.9 Permits

A list of all permits required for the proposed project and their current status. Identify all permits required; include the timeline to obtain the permits and discuss how the permitting relates to the overall project schedule. If the project crosses a railroad right-of-way or is within a railroad right-of-way, explain any permitting or approvals that may be required from the railroad or other authority and the timeframe for obtaining these permits or approvals.

The Project is located at the Barton Road WTP, which is Roseville property. The Project will include no offsite connections. Expected permits required for the Project include the following:

- **City of Roseville Building Permit**: Roseville's Building Division will need to review the new electrical hookups to ensure code compliance. An application will be filed when the contractor advances the project to final design. With project construction expected to start in December 2023, the application should be filed in Spring 2023.

- **PG&E Interconnection Agreement:** PG&E will require an interconnection agreement for the new system. The process will be initiated when the contractor advances the project to final design. With project construction expected to start in December 2023, the application should be filed in Spring 2023.

Local environmental review will be limited to Roseville's preparation of a California Environmental Quality Act exemption. There are no natural or cultural features on the site that would require federal, state, or local permits.

C.10 Project Schedule

An overall estimated project schedule. This schedule should agree with the project schedule outlined in the ED-900. Include the number of months for each of the following:

- *design period;*
- *period of time to obtain required permits;*
- *period of time to obtain any required easements or rights-of-way;*
- *solicitation of bids and awarding of contracts, and*
- *construction period.*

Table 3 shows the planning-level procurement and project schedule. Assumptions include EDA grant approval will be provided by mid-September 2022 followed shortly by an award of a DB contract (no bids).

Table 3. Estimated Procurement Schedule

Stage	Duration (months)	Approximate Completion Dates
RFP Released by the City	-	November 25, 2022
Pre-Proposal Conference	0.5	December 2, 2022
Deadline for Final Questions	0.25	December 7, 2022
City Responses to Written Questions	0.25	December 9, 2022
Proposal Submission Deadline	0.5	December 21, 2022
Interviews as needed	1	January 18, 2023
Contract Negotiations	1	February 17, 2023
Contract Approval by City Council	2	April 14, 2023
Commencement of Services	0.25	April 21, 2023
Design	6-8	December 2023
Permit Acquisition	3-6	Concurrent with Design
Interconnection Agreement with PG&E	12	Concurrent with Design and Construction
Construction and Equipment Procurement	9-12	December 2024

C.11 Budget Breakdown

Overall project budget breakdown. For each "cost classifications" line item that the applicant indicates will be included in the project budget on Form SF-424C, the applicant must provide a breakdown of the proposed project costs and tasks that is consistent with the detailed construction cost estimate for the project provided in the PER.

Table 4 provides the overall estimated project cost breakdown using cost classifications from Form SF-424C. As mentioned in Section C.7, price per unit values were obtained from a combination of the Solar Energy Industries Association and National Renewable Energy Lab, as well as other similar Jacobs projects.

Table 4. Estimated Budget Breakdown

Component	Price per Unit	Quantity	Units	Subtotals
1. Administrative and Legal Expenses				
Management and Reporting	$435,657	1	Each	$ 435,657
2. Land, Structures, Rights-of-Way, Appraisals, etc.				
N/A				$ -
3. Relocation Expenses and Payments				
N/A				$ -
4. Architectural and Engineering Fees				
Design & Development	$0.30	998,000	Wdc	$ 299,400
5. Other Architectural and Engineering Fees				
Permitting	$0.05	998,000	Wdc	$ 49,900
6. Project Inspection Fees				
Owner's Representative	$0.42	998,000	Wdc	$ 419,160
7. Site Work				
N/A				$ -
8. Demolition and Removal				
N/A				$ -
9. Construction				
Labor, Installation, Civil Work	$1	998,000	Wdc	$ 998,000
Solar Panels	$0.51	998,000	Wdc	$ 508,980
Canopy Steel	$0.40	998,000	Wdc	$ 399,200
Wire	$0.08	998,000	Wdc	$ 79,840
Inverters	$0.08	998,000	Wdc	$ 79,840
Interconnection	$0.40	998,000	Wdc	$ 399,200
BESS Inverters	$1,500	500	Wac	$ 750,000
BESS Batteries	$300	4000	Wh	$ 1,200,000
Microgrid Control(s)	$325,000	1	Each	$ 325,000

Component	Price per Unit	Quantity	Units	Subtotals
Margin/Overhead	$0.40	998,000	Wdc	$ 399,200
		Construction Total		**$5,139,260**
10. Equipment				
N/A				$ -
11. Miscellaneous				
N/A				$ -
12. Subtotal				**$ 6,343,377**
13. Contingencies				
Contingency	$0.25	998,000	Wdc	$ 249,500
14. Subtotal				**$ 6,592,877**
15. Project (Program) Income				
N/A				$ -
16. TOTAL PROJECT COSTS				**$6,592,877**

Definitions:
Wdc – watts of power, direct current
Wac – watts of capacity for inverters, alternating current
Wh – watt hours of energy produced or stored in batteries

C.11.1 Budget Narrative and Explanation

1. Administrative and Legal Expenses				
Management and Reporting	$435,657	1	Each	$435,657

The project will require multiple phases of procurement support, legal reviews, and administrative and finance oversight along with project management and oversight of contracts. To execute the project, approximately two years is required for analysis, completion of a DB RFP, selection of a solar developer, completion of the final design, and construction and commissioning.

4. Architectural and Engineering Fees				
Design & Development	$0.30	998,000	Wdc	$ 299,400

A professional engineering firm will need to provide additional project analysis, study the current PG&E interconnection requirements and regulations, and develop a design build RFP to solicit solar developers to compete for the work. The firm will use the preliminary design work completed in the PER, and they will further refine the requirements and will further specify the performance requirements for the structure, the solar PV array, the battery energy storage system and the microgrid. A complete specification for all components is required to specify the codes and standards that must be complied with along with detailed performance requirements to ensure that the resilience, sustainability, and economic goals of the City of Roseville are

achieved. Disciplines included in this process are Structural Engineer, Geotechnical Engineer, Electrical Engineer, Controls Engineer, Fire Protection Engineer, and Renewable Energy Engineer. A project manager, spec writer and CADD specialist will support the team.

Discipline	Rate	Hours	Cost
Project Manager	$152	230	$34,960
Structural Engineer	$190	170	$32,300
Geotechnical Engineer	$168	120	$20,160
Electrical Engineer	$190	285	$54,150
Controls Engineer	$185	255	$47,175
Fire Protection	$160	160	$25,600
Renewable Energy	$164	260	$42,640
Spec Writer	$108	160	$17,280
CADD Support	$87	160	$13,920
Travel & Direct Costs			$11,215
Total			$299,400

5. Other Architectural and Engineering Fees				
Permitting	$0.05	998,000	Wdc	$ 49,900

The Project is located at the Barton Road WTP, which is property of the City of Roseville. Permit requirements for the Project include the following:

- **City of Roseville Building Permit**: Roseville's Building Division will need to review the structural, electrical, controls and fire protection design and construction to ensure code compliance. An application will be filed when the contractor advances the project to final design. With project construction expected to start in December 2023, the application should be filed in Spring 2023. The expected review fees are expected to be in the $20,000 range.

- **PG&E Interconnection Agreement:** PG&E will require an interconnection agreement for the new system. The process will be initiated when the contractor advances the project to final design. With project construction expected to start in December 2023, the application should be filed in Spring 2023. The Interconnection Agreement fee is expected to be $25,000, as the connection is straightforward with an existing substation already on site with switchgear space readily available.

Local environmental review will be limited to Roseville's preparation of a California Environmental Quality Act exemption. The siting of the solar array was selected to eliminate environmental impacts from the construction of the array. There are no natural or cultural features on the site that would require federal, state, or local permits. A total of $4,900 has been estimated to cover this cost.

6. Project Inspection Fees				
Owner's Representative	$0.42	998,000	Wdc	$ 419,160

An Owner's Representative is required to ensure that the design build contractor complies with all contract requirements. The representative should be a consulting engineering firm with experience in design, construction, interconnection and commissioning of solar PV arrays, battery energy storage, electrical distribution, and commissioning of renewable energy microgrids.

The representative will support the City of Roseville in the selection of the design build team/solar developer. This includes the review of all proposals and selection recommendations to the city. After selection, a kickoff meeting will be held to initiative the project, and the representative will coordinate the start of design with the DB team. Multidiscipline design reviews will be provided at multiple stages through the completion of Issued for Construction plans and specifications. Throughout the design phase of the project, the representative will participate in meetings with PG&E to advance the interconnection agreement process to completion. Compliance with the PG&E Green Book Manual for the interconnection of power generating equipment is critical to the success of the project.

To ensure that the construction is completed on schedule, following all safety requirements, and installed as designed and approved construction inspector(s) are required to be onsite during active periods. Reports will be filed daily to document construction activity. Close coordination with construction team is required to ensure the continuous operation of the Barton Road WTP. The work will also include review of construction documents and meetings with City of Roseville staff. A subject matter expert in the installation of solar PV arrays and battery energy storage systems will support the construction inspection and monitoring. Participation of the inspection team in commissioning oversight is also required.

Discipline	Rate	Hours	Cost
Project Manager	$152	160	$24,320
Structural Engineer	$190	80	$15,200
Geotechnical Engineer	$168	20	$3,360
Electrical Engineer	$190	200	$38,000
Controls Engineer	$185	120	$22,200
Fire Protection	$160	100	$16,000
Renewable Energy	$164	300	$49,200
Construction Inspector	$135	1600	$216,000
CADD Support (as built)	$87	160	$13,920
Travel & Direct Costs			$20,960
Total			$419,160

9. Construction				
Labor, Installation, Civil Work	$1	998,000	Wdc	$ 998,000
Solar Panels	$0.51	998,000	Wdc	$ 508,980
Canopy Steel	$0.40	998,000	Wdc	$ 399,200
Wire	$0.08	998,000	Wdc	$ 79,840
Inverters	$0.08	998,000	Wdc	$ 79,840
Interconnection	$0.40	998,000	Wdc	$ 399,200
BESS Inverters	$1,500	500	kWac	$ 750,000
BESS Batteries	$300	4000	Wh	$ 1,200,000
Microgrid Control(s)	$325,000	1	Each	$ 325,000
Margin/Overhead	$0.40	998,000	Wdc	$ 399,200

The materials identified in the above table were selected based on the vulnerabilities of the Barton Road Water Treatment Plant to electrical grid disruptions and outages and the City of Roseville's goal of energy resilience. The vulnerabilities were carefully analyzed in the Energy Resilience Assessment, and the opportunities to provide solutions were thoroughly assessed. The materials were chosen because they can provide onsite power generation for resilience. In addition, the solution provides a clean energy resource to avoid an increase in emissions reductions. The system can also provide economic benefits through net metering and demand charge management. The materials selected allow for installation of the project without negative environmental impacts because the system can be installed on previously developed ground. In summary, the materials selected provide for the primary goal of energy resilience while also providing a sustainable solution that also provides economic benefits without negative environmental impacts.

It should be noted that solar PV with battery energy storage systems are strongly supported by the California Energy Commission and California Independent System Operator due to their ability to reduce emissions and dispatch energy during periods when the grid is experiencing peak loads. This contributes the State's mandates to eliminate emissions.

Solar Canopy Structure:
The construction cost of the ***solar canopy structure*** is based on preliminary quotes from racking system manufacturers. Data from Precision Installation/Quest Renewables for the WTP at Barton Road is provided as an example.

TOTAL ESTIMATED INSTALLED COST

(SEE DIVISION OF RESPONSIBILITIES FOR DETAILED SCOPE INFORMATION)

RECOMMENDED DESIGN

Item	Assumptions	Price
Precision Solar Hardware and Services	(see pages 3 &4)	$940,375
Additional Estimated Costs (services provided by others)		
Construction Labor (construction contractor)	1,800 Hours @ $125.00 per hour	$225,000
Surface Foundations or Deck Connections (foundation contractor)	60 @ $1,500 each	$90,000
Other Construction Costs		$168,503
TOTAL SYSTEM COST (Precision Solar Hardware and Services plus additional construction estimates.)		$1,423,879 (about $ 1.29 per watt.)

The $1.29 per watt covers the solar canopy steel and installation. It does not include the installation and equipment cost of the solar modules, wiring, inverters and BESS components.

Solar Modules, Inverters and BESS equipment:
For the equipment, the pricing was based on recent costs quotes for Jacobs Engineering projects similar in scope and complexity as well as on the NREL reported costs, which are documented in:
U.S. Solar Photovoltaic System and Energy Storage Cost Benchmarks: Q1 2021
(https://www.nrel.gov/docs/fy22osti/80694.pdf). Additional data on solar and battery energy storage costs is from the Solar Energy Industries Association.

13. Contingencies				
Contingency	$0.25	998,000	Wdc	$ 249,500

The contingency estimate is based upon direct experience of Jacobs Engineering on similar projects of this type and is within the industry standard of 4.5- to 5-percent of construction.

Appendix A. PG&E Carbon Footprint Calculator Assumptions

Pacific Gas and Electric Company
Carbon Footprint Calculator
Assumptions

General Information

1. Typical PG&E Residential Customer – Monthly Household Energy Use[1]
- Electricity Usage: 540 kilowatt-hours (kWh)
- Natural Gas Usage: 45 therms (winter 60 / summer 24)

2. ClimateSmart Rates[1]
- Electricity: $0.00254 per kWh
- Natural Gas: $0.06528 per therm

3. PG&E Carbon Dioxide (CO_2) Emissions Rates[2]
- Electric: 0.524 lbs CO_2 per kWh
- Natural Gas: 13.446 lbs CO_2 per therm

Minimizing Your Carbon Footprint – Estimated Avoided CO_2 Emissions

1. Switch to Compact Fluorescent Light Bulbs
Avoid 34 lbs CO_2 per bulb per year

Assumptions:
- *Compares a 100-watt incandescent bulb to a 23-watt compact fluorescent.*
- *Lighting used 2.34 hours per day.[3]*
- *PG&E emissions rate (electric): 0.524 lbs CO_2 per kWh.*

2. Install an Energy-Efficient Clothes Washer
Avoid 260 lbs CO_2 per year

Assumptions:
- *Avoid up to 15 therms per year and up to 128 kilowatt-hours per year.*
- *Based on California Energy Commission-rated Tier 3, 2.65 cubic feet clothes washer supplied by a gas water heater. Savings will vary greatly depending upon number of loads and size of washer, whether front- or top-loading, and whether electricity or natural gas is used for water heating.*
- *PG&E emissions rate (natural gas): 13.446 lbs CO_2 per therm.*
- *PG&E emissions rate (electric): 0.524 lbs CO_2 per kWh.*

3. Purchase an Energy-Efficient Water Heater
Avoid 120 lbs CO_2 per year

Assumptions:
- *Avoid up to 9 therms per year.*
- *30 to 50 gallon 0.63 Energy Factor (EF) natural gas water heater. EF is a measure of energy efficiency.*
- *PG&E emissions rate (natural gas): 13.446 lbs CO_2 per therm.*

4. Install High Efficiency Central Furnace
Avoid 1,000 lbs CO_2 per year

Assumptions:
- *Avoid up to 74 therms per year.*

- *Based on installation of a more efficient furnace (94% AFUE) to replace a less efficient unit (70% AFUE) of the same size (67.611 kBtuh rating). AFUE stands for Annual Fuel Utilization Efficiency and is a measure of heating efficiency on an annual basis.*
- *PG&E emissions rate (natural gas): 13.446 lbs CO_2 per therm.*

5. Install Solar Electric Panels
Avoid 3,300 lbs CO_2 per year

Assumptions:
- *Typical residential system is 3-5 kW.*
- *18% capacity factor.*
- *Operating 8,760 hours per year.*
- *PG&E emissions rate (electric): 0.524 lbs CO_2 per kWh.*

6. Switch to Hybrid-Electric Vehicle
Avoid 2,900 lbs CO_2 per year

Assumptions:
- *12,000 miles per year for average automobile.*[4]
- *Compares hybrid-electric subcompact with comparable vehicle: 2007 Toyota Prius (46 miles per gallon average fuel efficiency) and (non-hybrid) 2007 Honda Civic (29 miles per gallon average fuel efficiency).*[5]
- *Burning 1 gallon of gasoline produces 19.4 lbs CO_2.*[6]

Average Per Capita CO_2 Emissions (Energy and Vehicle Use)

1. Average Californian
22,941 lbs CO_2 per person

Assumptions:
- *2005 California Per Capita Electricity Usage: 7,032 kWh.*[7]
- *2005 California Per Capita Natural Gas Usage: 422 therms.*[7]
- *California Emissions Rate for Delivered Electricity: 0.879 lbs CO_2 per kWh.*[8]
- *Emissions Rate for Natural Gas: 13.446 lbs CO_2 per therm.*[9]
- *12,000 miles per year and 21 miles per gallon for average passenger vehicle.*[10]
- *Burning 1 gallon of gasoline produces 19.4 lbs CO_2.*[6]

2. Average American
32,607 lbs CO_2 per person

Assumptions:
- *2005 United States Per Capita Electricity Usage: 12,347 kWh.*[7]
- *2005 United States Per Capita Natural Gas Usage: 504 therms.*[7]
- *United States Emissions Rate for Delivered Electricity: 1,363 lbs CO_2 per kWh.*[8]
- *Emissions Rate for Natural Gas: 13.446 lbs CO_2 per therm.*[9]
- *2004 United States Per Capita Vehicle Usage: 464 gallons per person.*[7]
- *Burning 1 gallon of gasoline produces 19.4 lbs CO_2.*[6]

3. Average Global Person
8,750 lbs CO_2 per person[11]

Sources

[1] PG&E's ClimateSmart program, authorized by the California Public Utilities Commission in Decision 06-12-032.

[2] PG&E's ClimateSmart program, authorized by the California Public Utilities Commission in Decision 06-12-032. The most accurate measure of emissions from power generation involves calculating the emissions from each plant operating in the portfolio of generating assets for each hour of the day and year, and this can vary considerably by time of day, year, and with seasonal variations in weather.

To avoid this complex approach, it is common to approximate emissions from electric usage through the use of an average emissions rate such as the California Public Utilities Commission (CPUC)-approved ClimateSmart electric emissions rate of 0.524 lbs CO_2 per kWh. This reasonable approximation is based on the average emissions rate for PG&E's electric portfolio, consistent with the emissions rate that is independently certified and registered each year with the California Climate Action Registry (see www.climateregistry.org). The CPUC-approved ClimateSmart natural gas emissions rate is 13.446 lbs CO_2 per therm.

[3] Database for Energy Efficient Resources, California Public Utilities Commission and California Energy Commission.

[4] Emission Factors (EMFAC) Model 2007 Version 2.3, Average Annual Mileage from Air Basins in PG&E Service Territory.

[5] U.S. Environmental Protection Agency, 2007 Miles-Per-Gallon Updates.

[6] U.S. Environmental Protection Agency, Overview: Pollutants and Programs Average Carbon Dioxide Emissions Resulting from Gasoline.

[7] California Energy Commission.

[8] U.S. Environmental Protection Agency eGRID (Updated April 2007).

[9] California Energy Commission (CEC): Inventory of California Greenhouse Gas Emissions and Sinks: 1990 to 2002 Update, Page A-24, CEC-600-2005-025, June 2005. The average emissions rate for customer use of natural gas is 11.7 lbs CO_2 per therm. For comparability purposes for this calculator, we use the CPUC-approved ClimateSmart rate of 13.446 lbs CO_2 per therm, which includes both customer use and distribution of natural gas.

[10] Emission Factors (EMFAC) Model 2007 Version 2.3.

[11] World Resources Institute Climate Analysis Indicators Tool Version 3.0 (2002 Emissions Data), which is based on:

- U.S. Department of Energy, Energy Information Administration. 2004. International Energy Annual 2002.
- International Energy Agency. 2004. CO_2 Emissions from Fuel Combustion (2004 Edition).
- Marland, G., T.A. Boden, and R. J. Andres. 2005. Global, Regional, and National Fossil Fuel CO_2 Emissions. in Trends: A Compendium of Data on Global Change. Carbon Dioxide Information Analysis Center, Oak Ridge National Laboratory, U.S. Department of Energy, Oak Ridge, Tenn., U.S.A.
- Population Division of the Department of Economic and Social Affairs of the United Nations Secretariat, 2005. World Population Prospects: The 2004 Revision.

Appendix B. Helioscope Solar Report

Canopy over Sedimentation Tanks R1 (copy 1) Roseville Barton Water Treatment, Granite Bay Placer County California

Report

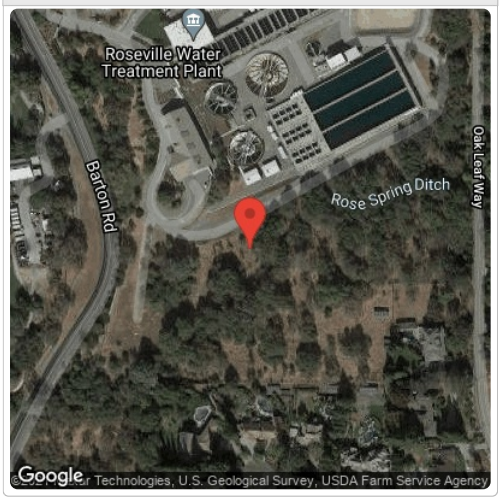
Project Name	Roseville Barton Water Treatment
Project Address	Granite Bay Placer County California
Prepared By	Daniel Ingold dan@powersmith.us

Jacobs

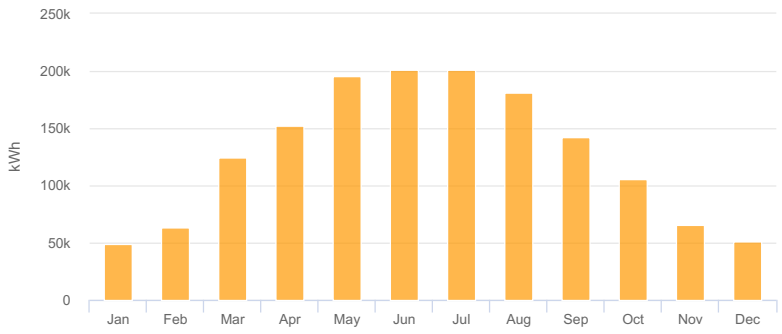
System Metrics

Design	Canopy over Sedimentation Tanks R1 (copy 1)
Module DC Nameplate	998.4 kW
Inverter AC Nameplate	818.0 kW Load Ratio: 1.22
Annual Production	1.531 GWh
Performance Ratio	83.0%
kWh/kWp	1,533.6
Weather Dataset	TMY, 10km grid (38.75,-121.15), NREL (prospector)
Simulator Version	f32791ae32-2bc0e40f0c-8e3c28cfc5-f831c3d7b8

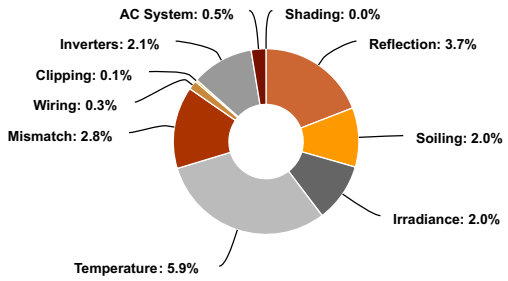
Project Location



Monthly Production



Sources of System Loss



Annual Production

	Description	Output	% Delta
Irradiance (kWh/m²)	Annual Global Horizontal Irradiance	1,849.5	
	POA Irradiance	1,848.2	-0.1%
	Shaded Irradiance	1,848.2	0.0%
	Irradiance after Reflection	1,779.9	-3.7%
	Irradiance after Soiling	1,744.3	-2.0%
	Total Collector Irradiance	**1,744.3**	**0.0%**
Energy (kWh)	Nameplate	1,759,855.1	
	Output at Irradiance Levels	1,724,992.3	-2.0%
	Output at Cell Temperature Derate	1,622,689.7	-5.9%
	Output After Mismatch	1,577,699.7	-2.8%
	Optimal DC Output	1,572,930.2	-0.3%
	Constrained DC Output	1,571,818.2	-0.1%
	Inverter Output	1,538,871.9	-2.1%
	Energy to Grid	**1,531,177.6**	**-0.5%**
Temperature Metrics			
	Avg. Operating Ambient Temp		19.9 °C
	Avg. Operating Cell Temp		29.6 °C
Simulation Metrics			
	Operating Hours		4683
	Solved Hours		4683

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Condition Set

Description	Condition Set 1
Weather Dataset	TMY, 10km grid (38.75,-121.15), NREL (prospector)
Solar Angle Location	Meteo Lat/Lng
Transposition Model	Perez Model
Temperature Model	Sandia Model

Temperature Model Parameters

Rack Type	a	b	Temperature Delta
Fixed Tilt	-3.56	-0.075	3°C
Flush Mount	-2.81	-0.0455	0°C

Soiling (%)

J	F	M	A	M	J	J	A	S	O	N	D
2	2	2	2	2	2	2	2	2	2	2	2

Irradiation Variance	5%
Cell Temperature Spread	4° C
Module Binning Range	-2.5% to 2.5%
AC System Derate	0.50%

Module Characterizations

Module	Uploaded By	Characterization
SPR-P19-400-COM (DS) (Sunpower)	Folsom Labs	DNV GL PVEL SunPower SPR-P19-400-COM.PAN, PAN

Component Characterizations

Device	Uploaded By	Characterization
Sunny Tripower 24000TL-US (SMA)	Folsom Labs	Modified CEC

Components

Component	Name	Count
Inverters	Sunny Tripower 24000TL-US (SMA)	34 (818.0 kW)
Strings	10 AWG (Copper)	170 (24,132.5 ft)
Module	Sunpower, SPR-P19-400-COM (DS) (400W)	2,496 (998.4 kW)

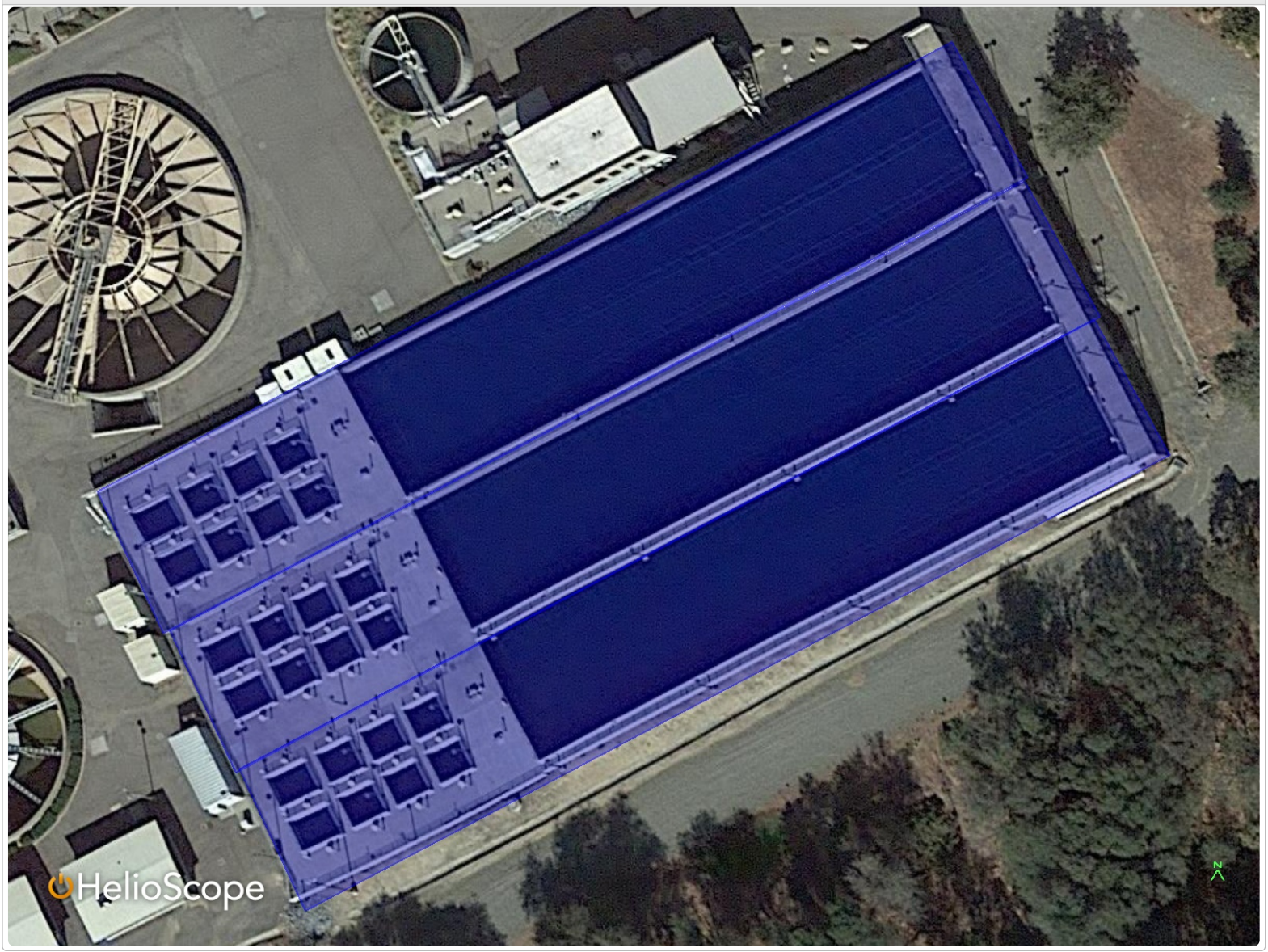
Wiring Zones

Description	Combiner Poles	String Size	Stringing Strategy
Wiring Zone	-	4-17	Along Racking

Field Segments

Description	Racking	Orientation	Tilt	Azimuth	Intrarow Spacing	Frame Size	Frames	Modules	Power
Field Segment 1	Carport	Landscape (Horizontal)	0°	152°	0.0 ft	4x1	208	832	332.8 kW
Field Segment 1 (copy)	Carport	Landscape (Horizontal)	0°	152°	0.0 ft	4x1	208	832	332.8 kW
Field Segment 1 (copy 1)	Carport	Landscape (Horizontal)	0°	152°	0.0 ft	4x1	208	832	332.8 kW

Detailed Layout



C.11 Budget Breakdown

Overall project budget breakdown. For each "cost classifications" line item that the applicant indicates will be included in the project budget on Form SF-424C, the applicant must provide a breakdown of the proposed project costs and tasks that is consistent with the detailed construction cost estimate for the project provided in the PER.

Table 4 provides the overall estimated project cost breakdown using cost classifications from Form SF-424C. As mentioned in Section C.7, price per unit values were obtained from a combination of the Solar Energy Industries Association and National Renewable Energy Lab, as well as other similar Jacobs projects.

Table 4. Estimated Budget Breakdown

Component	Price per Unit	Quantity	Units	Subtotals
1. Administrative and Legal Expenses				
Management and Reporting	$435,657	1	Each	$ 435,657
2. Land, Structures, Rights-of-Way, Appraisals, etc.				
N/A				$ -
3. Relocation Expenses and Payments				
N/A				$ -
4. Architectural and Engineering Fees				
Design & Development	$0.30	998,000	Wdc	$ 299,400
5. Other Architectural and Engineering Fees				
Permitting	$0.05	998,000	Wdc	$ 49,900
6. Project Inspection Fees				
Owner's Representative	$0.42	998,000	Wdc	$ 419,160
7. Site Work				
N/A				$ -
8. Demolition and Removal				
N/A				$ -
9. Construction				
Labor, Installation, Civil Work	$1	998,000	Wdc	$ 998,000
Solar Panels	$0.51	998,000	Wdc	$ 508,980
Canopy Steel	$0.40	998,000	Wdc	$ 399,200
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BESS Batteries	$300	4000	Wh	$ 1,200,000
Microgrid Control(s)	$325,000	1	Each	$ 325,000

Component	Price per Unit	Quantity	Units	Subtotals
Margin/Overhead	$0.40	998,000	Wdc	$ 399,200
		Construction Total		**$5,139,260**
10. Equipment				
N/A				$ -
11. Miscellaneous				
N/A				$ -
12. Subtotal				**$ 6,343,377**
13. Contingencies				
Contingency	$0.25	998,000	Wdc	$ 249,500
14. Subtotal				**$ 6,592,877**
15. Project (Program) Income				
N/A				$ -
16. TOTAL PROJECT COSTS				**$6,592,877**

Definitions:
Wdc – watts of power, direct current
Wac – watts of capacity for inverters, alternating current
Wh – watt hours of energy produced or stored in batteries

C.11.1 Budget Narrative and Explanation

1. Administrative and Legal Expenses				
Management and Reporting	$435,657	1	Each	$435,657

The project will require multiple phases of procurement support, legal reviews, and administrative and finance oversight along with project management and oversight of contracts. To execute the project, approximately two years is required for analysis, completion of a DB RFP, selection of a solar developer, completion of the final design, and construction and commissioning.

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Electrical Engineer	$190	200	$38,000
Controls Engineer	$185	120	$22,200
Fire Protection	$160	100	$16,000
Renewable Energy	$164	300	$49,200
Construction Inspector	$135	1600	$216,000
CADD Support (as built)	$87	160	$13,920
Travel & Direct Costs			$20,960
Total			$419,160

9. Construction				
Labor, Installation, Civil Work	$1	998,000	Wdc	$ 998,000
Solar Panels	$0.51	998,000	Wdc	$ 508,980
Canopy Steel	$0.40	998,000	Wdc	$ 399,200
Wire	$0.08	998,000	Wdc	$ 79,840
Inverters	$0.08	998,000	Wdc	$ 79,840
Interconnection	$0.40	998,000	Wdc	$ 399,200
BESS Inverters	$1,500	500	kWac	$ 750,000
BESS Batteries	$300	4000	Wh	$ 1,200,000
Microgrid Control(s)	$325,000	1	Each	$ 325,000
Margin/Overhead	$0.40	998,000	Wdc	$ 399,200

The materials identified in the above table were selected based on the vulnerabilities of the Barton Road Water Treatment Plant to electrical grid disruptions and outages and the City of Roseville's goal of energy resilience. The vulnerabilities were carefully analyzed in the Energy Resilience Assessment, and the opportunities to provide solutions were thoroughly assessed. The materials were chosen because they can provide onsite power generation for resilience. In addition, the solution provides a clean energy resource to avoid an increase in emissions reductions. The system can also provide economic benefits through net metering and demand charge management. The materials selected allow for installation of the project without negative environmental impacts because the system can be installed on previously developed ground. In summary, the materials selected provide for the primary goal of energy resilience while also providing a sustainable solution that also provides economic benefits without negative environmental impacts.

It should be noted that solar PV with battery energy storage systems are strongly supported by the California Energy Commission and California Independent System Operator due to their ability to reduce emissions and dispatch energy during periods when the grid is experiencing peak loads. This contributes the State's mandates to eliminate emissions.

Solar Canopy Structure:
The construction cost of the ***solar canopy structure*** is based on preliminary quotes from racking system manufacturers. Data from Precision Installation/Quest Renewables for the WTP at Barton Road is provided as an example.

TOTAL ESTIMATED INSTALLED COST

(SEE DIVISION OF RESPONSIBILITIES FOR DETAILED SCOPE INFORMATION)

RECOMMENDED DESIGN

Item	Assumptions	Price
Precision Solar Hardware and Services	(see pages 3 &4)	$940,375
Additional Estimated Costs (services provided by others)		
Construction Labor (construction contractor)	1,800 Hours @ $125.00 per hour	$225,000
Surface Foundations or Deck Connections (foundation contractor)	60 @ $1,500 each	$90,000
Other Construction Costs		$168,503
TOTAL SYSTEM COST (Precision Solar Hardware and Services plus additional construction estimates.)		$1,423,879 (about $ 1.29 per watt.)

The $1.29 per watt covers the solar canopy steel and installation. It does not include the installation and equipment cost of the solar modules, wiring, inverters and BESS components.

Solar Modules, Inverters and BESS equipment:
For the equipment, the pricing was based on recent costs quotes for Jacobs Engineering projects similar in scope and complexity as well as on the NREL reported costs, which are documented in:
U.S. Solar Photovoltaic System and Energy Storage Cost Benchmarks: Q1 2021
(https://www.nrel.gov/docs/fy22osti/80694.pdf). Additional data on solar and battery energy storage costs is from the Solar Energy Industries Association.

13. Contingencies				
Contingency	$0.25	998,000	Wdc	$ 249,500

The contingency estimate is based upon direct experience of Jacobs Engineering on similar projects of this type and is within the industry standard of 4.5- to 5-percent of construction.

View Burden Statement

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

OMB Number: 4040-0013
Expiration Date: 02/28/2025

Review Public Burden Disclosure Statement

1. * Type of Federal Action:
- [ ] a. contract
- [x] b. grant
- [ ] c. cooperative agreement
- [ ] d. loan
- [ ] e. loan guarantee
- [ ] f. loan insurance

2. * Status of Federal Action:
- [ ] a. bid/offer/application
- [x] b. initial award
- [ ] c. post-award

3. * Report Type:
- [x] a. initial filing
- [ ] b. material change

4. Name and Address of Reporting Entity:

[x] Prime [ ] SubAwardee

* Name: City of Roseville
* Street 1: 311 Vernon Street
Street 2:
* City: Roseville
State: CA
Zip:
Congressional District, if known: CA04

5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:

6. * Federal Department/Agency:
Department of Commerce, Economic Development Administration

7. * Federal Program Name/Description:
FY2020 EDA Public Works and Economic Adjustment Assistance Programs including CARES Act Funding
CFDA Number, *if applicable:*

8. Federal Action Number, *if known:*

9. Award Amount, *if known:*
$ $4,615,013.90

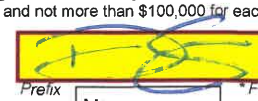
10. a. Name and Address of Lobbying Registrant:

Prefix: Mr.
* First Name: Greg
Middle Name:
* Last Name: Burns
Suffix:
* Street 1: 100 M St SE, Washington, DC 20003
Street 2:
* City: Washington, D.C.
State:
Zip: 20006

b. Individual Performing Services (including address if different from No. 10a)

Prefix: Mr.
* First Name: Jim
Middle Name:
* Last Name: Davenport
Suffix:
* Street 1:
Street 2:
* City:
State:
Zip:

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

* Signature: 
*Name: Prefix: Mr.
* First Name: Dominick
Middle Name:
* Last Name: Casey
Suffix:

Title: City Manager
Telephone No.: 916-774-5288
Date: 10/17/22

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Standard Form - LLL (Rev. 7-97)

View Burden Statement

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

OMB Number: 4040-0013
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Review Public Burden Disclosure Statement

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- [ ] a. contract
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- [ ] d. loan
- [ ] e. loan guarantee
- [ ] f. loan insurance

2. * Status of Federal Action:
- [ ] a. bid/offer/application
- [x] b. initial award
- [ ] c. post-award

3. * Report Type:
- [x] a. initial filing
- [ ] b. material change

4. Name and Address of Reporting Entity:

[x] Prime [ ] SubAwardee

* Name: City of Roseville
* Street 1: 311 Vernon Street
Street 2:
* City: Roseville
State: CA
Zip:
Congressional District, if known: CA04

5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:

6. * Federal Department/Agency:
Department of Commerce, Economic Development Administration

7. * Federal Program Name/Description:
FY2020 EDA Public Works and Economic Adjustment Assistance Programs including CARES Act Funding
CFDA Number, *if applicable:*

8. Federal Action Number, *if known:*

9. Award Amount, *if known:*
$ $4,615,013.90

10. a. Name and Address of Lobbying Registrant:

Prefix: Mr. * First Name: Eric Middle Name:
* Last Name: Sapirstein Suffix:
* Street 1: 1901 Pennsylvania Ave., NW, Suite 1005 Street 2:
* City: Washington, D.C. State: Zip: 20006

b. Individual Performing Services (including address if different from No. 10a)

Prefix: Mr. * First Name: David Middle Name:
* Last Name: French Suffix:
* Street 1: Street 2:
* City: State: Zip:

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

* Signature:
*Name: Prefix: Mr. * First Name: Dominick Middle Name:
* Last Name: Casey Suffix:
Title: City Manager Telephone No.: 916-774-5288 Date: 10/17/22

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Standard Form - LLL (Rev. 7-97)

COUNCIL COMMUNICATION

CC #: 2439
File #: 0215

Title:	Schedule of User and Regulatory Fees - Addition of Hydrant Backflow Assembly Deposit
Contact:	Michael Simi 916-774-5753 mvsimi@roseville.ca.us

Meeting Date: 12/7/2022
Item #: 6.13.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution to amend the Schedule of User and Regulatory Fees to add a new initial deposit fee for rental of a hydrant backflow meter assembly that is currently being used in the field for temporary construction water.

BACKGROUND

The Environmental Utilities' (EU) Water Utility rents hydrant meters and backflow devices on a temporary basis for construction projects that require access to water. The majority of these projects can use a 3-inch meter and backflow, with a deposit that is currently set at $2,518 in the City's Schedule of User and Regulatory Fees. If there is major damage or theft, this deposit will cover the cost of replacement.

The Water Utility can also rent a hydrant backflow meter assembly which has a higher flow rate. The initial deposit for this device should be $6,201 to cover the cost of replacement. Staff recommends that the $6,201 initial deposit be added to the City's Schedule of User and Regulatory Fees.

FISCAL IMPACT

Expenses for these devices and potential revenue from deposits are in the Water Operations Fund. The only fiscal impact related to the addition of this user fee is that the Water Utility would recover more of the costs related to the rental of these devices.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. Approval of an amended Schedule of User and Regulatory Fees meets

the above criteria and is not subject to CEQA. No additional environmental review is required.

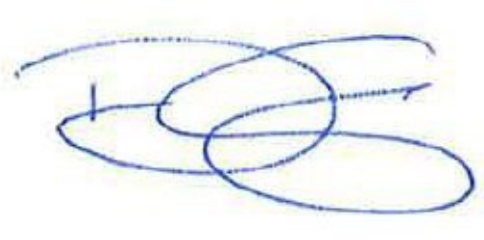
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

A. Remain fiscally responsible in a changing world.

Respectfully Submitted,

Michael Simi, Water Distribution Superintendent

Richard Plecker, Environmental Utilities Director



_____
Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 22-455

EU Proposed Changes (redline)

Master Fee Schedule with Proposed Changes

RESOLUTION NO. 22-455

ADOPTING AN AMENDED SCHEDULE OF USER AND REGULATORY FEES

WHEREAS, user and regulatory fees are established by the City Council; and

WHEREAS, on April 20, 2022, the City Council adopted an updated schedule of fees for use in Fiscal Year 2022-23; and

WHEREAS, the Environmental Utilities department rents hydrant meters and backflow devices on a temporary basis for construction projects that require access to water; and

WHEREAS, the water utility can also rent a hydrant backflow meter assembly which has a higher flow rate, and staff is recommending that we amend the Schedule of User and Regulatory Fees to incorporate the initial deposit for this device to cover the cost of replacement.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that the amended Schedule of User and Regulatory Fees is hereby adopted; and

BE IT FURTHER RESOLVED that these fees are incorporated into the City's current master Schedule of User and Regulatory Fees.

PASSED AND ADOPTED by the Council of the City of Roseville this____day of _____, 2022, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

City of Roseville
Schedule of User and Regulatory Fees

Environmental Utilities Fees

	Fee Description	FY 22-23 Fee	Note	Y'rly In'fltr
	Water			
1	Construction Water			
	a) Fire Hydrant Application Fee	$267		Y
	b) Usage Rate	Current rate per Ccf		N
	c) Meter and Backflow Rental			
	i) Monthly Rental Charge	$104		Y
	ii) Initial Deposit - 3-inch Hydrant Meter and Backflow	$2,518		Y
	iii) Initial Deposit - Hydrant Backflow Meter Assembly	$6,201		Y
2	Meter Installation	Actual Cost		Y
3	Service Connections	Actual Cost		Y
4	Tap	Actual Cost		Y
5	Abandon Water Service Line	Actual Cost		Y
6	Installation of Facilities in Subdivisions/Other Dev'lpmts	Actual Cost		Y
	Water Conservation			
7	Water - Water Efficient Landscape Review	Actual Cost		Y
	Backflow Prevention Inspection and Cross-Connection Control			
8	Backflow Prevention Assembly - Installation, Repair, Replacement	Actual Cost	[a]	Y
9	Backflow Prevention Assembly - Reinspection Fee	$71	[b]	Y
	Well Water			
10	Well Permit			
	a) First Well	$296	[c]	Y
	b) Each Additional Well	$148	[c]	Y
	c) Soil Boring (no well)	$296		Y
	Sewer			
11	Private Sewage Disposal System - Plan Review and Inspection	Actual Cost		Y
12	Building Sewers and Connections			
	a) Residential and Commercial Service	Actual Cost		Y
	b) Service Establishments Producing Industrial Waste	Actual Cost		Y
13	Review of Grease, Oil, and Grit Interceptors	Actual Cost		Y
14	Rate-of-Flow Controller Facility			
	a) Installation	Actual Cost		Y
	b) Re-inspection	Actual Cost		Y
15	Industrial Waste Manhole - Plan Review and Inspection	Actual Cost		Y
16	Closed Circuit TV for Inspection and Warranty Service	Actual Cost		Y
17	Vactor Service for Cleaning of New Infrastructure for Final Acceptance	Actual Cost		Y
18	Fabrication of Special Fittings	Actual Cost		Y
19	Fats, Oils, and Grease Program (FOG) - Costs incurred by the City as a result of required on-site sampling and analysis	Actual Cost		Y
20	FOG Program Violation Appeal Cost Reimbursement			
	a) Public Utilities Commission	Actual Cost		Y
	b) City Council	Actual Cost		Y
	Recycled Water			
21	Recycled Water - Cost of Meter and Installation	Actual Cost		Y
22	Recycled Water for Construction			

Environmental Utilities Fees

	Fee Description	FY 22-23 Fee	Note	Y'rly In'fltr
	a) Fire Hydrant Application Fee	$267		Y
	b) Usage Rate	Current rate per Ccf		N
	c) Meter Rental			
	i) Monthly Rental Charge	$104		Y
	ii) Initial Deposit	$2,090		Y
23	Recycled Water - Plan Review and Inspection	Actual Cost		Y
	Industrial Wastewater			
24	On-Site Sampling	Actual Cost		Y
	Other Fees			
25	Plan Review	Actual Cost		Y
26	On-site Inspections	Actual Cost		Y
27	Water Warranty Inspections	Actual Cost		Y
28	Wastewater Warranty Inspections	Actual Cost		Y
29	Cross Connection Testing	Actual Cost		Y
30	Cross Connection Testing for Backflows	Actual Cost		Y
31	Water Continuity Testing	Actual Cost		Y
32	Spark Testing	Actual Cost		Y
33	Mapping	Actual Cost		Y
34	Standby	Actual Cost		Y
35	Disposal of Chlorinated or Contaminated Water	Actual Cost		Y
36	Tee Installation	Actual Cost		Y
37	401 Transition Pipe	Actual Cost		Y
38	Pipe Coating	Actual Cost		Y

** Note regarding annual inflationary adjustment: For items billed at actual cost, the underlying hourly billing rates should inflate annually by the change in hourly labor rates and/or indirect cost rate multipliers.*

[a] Installation, repair, or replacement of a backflow prevention assembly shall be performed by a licensed contractor, or with customer approval, by City personnel. The cost to the City for materials and labor at the prevailing wage shall be paid by the owner
[b] Reinspection fee is the fee required to be paid upon finding by an inspector that the backflow prevention assembly is defective or not in compliance backflow prevention assembly standards.
[c] Fee is 50% refundable if denied.

Schedule of User and Regulatory Fees

Effective July 1, 2022 through June 30, 2023

Approved with Resolution 22-100;

Amended July 6, 2022 Resolution 22-247

Fee Category		Page
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6	Trench Cut Recovery Fees	13
7	Building Fees	14
8	Development Impact Fee Deferral Fees	24
9	Housing Fees	25
10	Electric Fees	26
11	Environmental Utilities Fees	27
12	Fire & Life Safety Fees	29
13	Emergency Medical Services First Responder Fee	34
14	Police Department Fees	35
15	Animal Licensing and Permit Fees	38
16	Oversize Vehicle Permit Fees and Building Moving Permit Fees	39
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19	Parks, Recreation, & Libraries Department Fees	42

Administrative Fees

	Fee Description	FY 22-23 Fee	Unit	Note	Y'rly In'fltr
	City-Wide Records				
1	Documents				
	a) 8.5 x 11 - Black and White				
	i) 0 - 9 Copies	No Charge			N
	ii) 10+ Copies	$0.10	per page		N
	b) 8.5 x 14 and 11 x 17 - Black and White	$0.20	per page		N
	c) Color Copies				
	i) 8.5 x 11	$0.50	per page		N
	ii) 11 x 17	$1	per page		N
	iii) 18 x 24	$2	per page		N
	iv) 24 x 36	$3	per page		N
2	Photos	$0.50	per copy		N
3	Recordings	$6	each		N
4	Digital Media (e.g. USB Flash Drive)	$8	each		N
5	Agenda Subscription				
	a) 6 Months	$20			N
	b) 12 Months	$40			N
6	Budget Book				
	a) Available on City website	No charge			N
	b) Hardcopy	Actual cost or per page fee			N
7	Requests Requiring Special Programming or Formatting	Actual cost		[a]	N
	Passport				
8	Passport Processing Fee	$35		[b]	N
9	Passport Photo Fee	$12			Y
10	Passport Express Postage	Actual postage cost			N
	Notary				
11	Notary Charge	$15	each		N
	Subpoena				
12	Subpoena Fees	Fees Vary - See Note		[b]	N
	Election				
13	Candidate Nomination Filing Fee	$25	per filing	[b]	N
14	Fee for Late Filing of Reports of Campaign Contributions and Expenditures	See Note		[c]	N

Administrative Fees

	Fee Description	FY 22-23 Fee	Unit	Note	Y'rly In'fltr
	Amplified Sound				
15	Sound Permit	$25			Y
	Franchise Application				
16	Franchise Application Fee				
	a) Refuse Hauler	$260	two-year term		N
	b) Community Antenna Television System	$100			N
	c) All Others	$150			N

[a] Fee for preparation of reports/formats that need to be generated by the City because they are not typically maintained. Amounts charged will include a pass-through of any vendor costs incurred.

[b] Maximum fees established by State/Federal agencies.

[c] See Roseville Municipal Code Fine Schedule and/or Roseville Municipal Bail Schedule.

City of Roseville
Schedule of User and Regulatory Fees

Revenue and Finance Fees

	Fee Description	FY 22-23 Fee	Unit	Note	Y'rly In'fltr
1	Finance Administrative Fee - Special Financing District Formation or Annexation	$2,500	per request	[a]	N

[a] Amount represents initial, upfront fee amount collected. Additional fees will apply depending on district type and requested action.

City of Roseville
Schedule of User and Regulatory Fees

Revenue and Finance Fees

	Fee Description	FY 22-23 Fee	Unit	Note	Y'rly In'fltr
1	Short Term Rental Application Fee	$185	per application		N
2	Short Term Rental Renewal Fee	$85	per application		N
3	Delinquent fee (percentage of renewal fee)	60% (or $51)		[a]	N

[a] Delinquent fees are charged if the renewal fee is received more than 30 days past original expiration date.

Utility Customer Billing, Accounting, and Service Fees

	Fee Description	FY 22-23 Fee	Y'rly In'fltr
1	Reestablishment Fee - Residential Electric		
	a) During Normal Hours	$40	N
	b) After Hours	$85	N
2	Reestablishment Fee - Commercial Electric		
	a) During Normal Hours	$150	N
	b) After Hours	$175	N
3	Reestablishment Fee - Water	$150	N
4	Returned Check/ABD/ACH Fee (for first dishonored check or EFT)	$25	N
5	Subsequent Returned Check/ABD/ACH Fee (after the first dishonored check or EFT)	$35	N
6	Late Payment Fee	5% of late balance	N
7	Unauthorized Service Reconnect Fee	$50	N
8	Utility Bill Reprint Fee	$1	N
9	Access Fee	$50	N
10	Same Day Service	Equal to Reestablishment Fee	N

Planning (Entitlement) Fees

	Fee Description	FY 22-23 Fixed Fee	FY 22-23 Deposit	Note	Y'rly In'fltr
	Appeals				
1	Planning Director's Decision	$1,648		[a]	Y
2	PC/DC Decision to City Council	$1,543		[a]	Y
	Annexations				
1	Annex/PZ/Detach/SOI		$20,000		Y
	Development Agreements (DA)				
1	Adoption of DA		$20,000		Y
2	Amendment of DA		$20,000		Y
3	Associated with Affordable Housing	$3,003			Y
4	Associated with Single Topic Item	$6,796			Y
5	Development Agreement Review/Compliance Fee	$1,925		[b]	Y
	Environmental Review				
1	Exemption Without Initial Study	$419			Y
2	Exemption With Initial Study	$1,021			Y
3	Negative Declaration with No Mitigation	$1,567			Y
4	Tiered Negative Declaration with Mitigation	$3,122			Y
5	EIR Deposit		$20,000		Y
	General Plan Amendment (GPA)				
1	GPA 10 Acres or Less, Map/Text		$10,000		Y
2	GPA 10+ Acres, Map/Text		$17,000		Y
3	GPA - Text Policy Amend		$15,000		Y
	Public Utility Easement Abandonment				
1	Summary Vacation	$3,472			Y
2	General Vacation	$5,181			Y
	Signs				
1	Standard Sign Permit	$288			Y
2	Planned Sign Permit Program	$1,171			Y
3	Sign Permit/Program - Public Hearing Required	$2,519			Y
4	Administrative Permit for Sign Exception (Variance)	$2,320			Y
5	PSP Minor Modification	$329			Y
	Specific Plan Amendment (SPA)				
1	SPA Adoption, Map/Text		$30,000		Y
2	SPA 10 Acres or Less, Map/Text		$10,000		Y
3	SPA 10+ Acres, Map/Text		$20,000		Y
4	SPA Text/Policy Deposit		$15,000		Y
	Subdivisions/Condominiums				
1	Grading Plan - Minor	$3,617			Y
2	Grading Plan - Major		$8,000		Y
3	Lot Line Adjustment	$3,617			Y
4	Extension to a Tentative Map	$3,617			Y

Planning (Entitlement) Fees

	Fee Description	FY 22-23 Fixed Fee	FY 22-23 Deposit	Note	Y'rly In'fltr
5	Voluntary Merger	$3,617			Y
6	Reversion to Acreage	$5,282			Y
7	Minor Modification to a Tentative Map		$2,000		Y
8	Major Modification to a Tentative Map		$10,000		Y
9	Tentative Parcel Map, 4 or Fewer Lots		$6,000		Y
10	Tentative Parcel Map, 5 - 99 Lots		$11,000		Y
11	Tentative Parcel Map, 100 - 499 Lots		$16,000		Y
12	Tentative Parcel Map, 500+ Lots		$24,000		Y
	Zoning Ordinance Entitlements				
1	Administrative Permit	$1,445			Y
2	Conditional Use Permit		$9,000		Y
3	CUP Modification		$5,000		Y
4	CUP Extension	$6,419			Y
5	Design Review Permit (DRP)		$8,000		Y
6	DRP - Modification		$5,000		Y
7	DRP - Extension	$5,804			Y
8	DRP - Minor	$244			Y
9	DRP - Additions or New Construction (DTSP Only)	$244			Y
10	DRP - Façade Improvements (DTSP Only)	$244			Y
11	DRP - Predesign (DTSP Only)	$244			Y
12	DRP - Residential Subdivision with Other Permit	$6,419			Y
13	Flood Encroachment Permit		$8,000		Y
14	MPP Stage 1 or Stages 1 & 2		$20,000		Y
15	MPP Modification		$7,000		Y
16	MPP Stage 2, Extend of Stage 1 and/or 2		$7,000		Y
17	MPP Administrative Modification	$1,879			Y
18	Planned Development Permit		$11,000		Y
19	TP Admin - Approved at Public Counter	$240			Y
20	TP - Req. Public Hearing for SFD or 10 Trees or Less	$4,333			Y
21	TP - Req. Public Hearing for DRP/TM or 11+ Trees	$6,671			Y
22	Administrative Variance	$1,443			Y
23	Variance to Develop Standards - Req. Public Hearing	$4,834			Y
24	Variance to Parking Standards	$6,081			Y
25	Wireless Telecommunications Facilities Permit		$1,200		Y
26	Zoning Clearance	$165			Y
27	Zoning Interpretation - Hearing Required	$3,832			Y
28	Zoning Interpretation - Non Hearing Item	$150			Y
	Zoning Ordinance Amendments				
1	Ordinance Text Amend (Zoning, Subdivision, Sign)		$10,000		Y
2	Zoning Map Change (RZ) 10 Acres or Less		$10,000		Y
3	Zoning Map Change (RZ) 10+ Acres		$17,000		Y

Planning (Entitlement) Fees

	Fee Description	FY 22-23 Fixed Fee	FY 22-23 Deposit	Note	Y'rly In'fltr
	Other				
1	Pre-Application Meetings		$4,000	[c]	Y
2	New Non-Residential Plan Check	15% of Bldg PC		[d]	N
3	Commercial Plan Check - TI	$184		[d]	Y
4	Change of Address Fee	$460			Y
5	Street Name Change Fee	$828			Y
6	Planning Department Plot Plan Review (Bundles of 10)	$184			Y
7	Radius List Prep-Previously Developed Area	$152			Y
8	Preparation Undeveloped Area/Mailing	$392			Y
9	Farmer's Market Permit	$575			Y
10	Home Occupation Permit	$165			Y
11	Parking In-Lieu Fee (DTSP Only)	$9,680		[e]	N
12	In-Lieu Tree Mitigation Fee (Per Inch)	$118		[f]	N
13	CUP - Vernon St. and Historical District Only	$1,644			Y
14	Technology Fee	3.0%			N
15	ICR for Full Cost Recovery Billings	3.31			N

Full Cost Deposits and Deposit Replenishment

Applicants for Full Cost Entitlement Applications shall pay for all City staff time required to process the application. A full cost reimbursement agreement shall be included with the project application submittal package. Projects outside the scope of this fee schedule (as determined by the Development Services Director) will be subject to a full cost reimbursement agreement to be approved by the City Council. This reimbursement agreement will include the identification of a work program and will include cost estimates for both City staff time and consultant services based on a defined scope of work.

Initial deposits as shown on the fee schedule will be collected and held by the City in a deposit account at the time the application is submitted. The cost of staff time will be drawn from the deposit account. A positive account balance shall be maintained at all times during the review process. No work will be performed on a project with a negative fund balance. If the deposit is reduced to below 20% of the initial deposit amount, the applicant will be notified and required to supplement the deposit account with an additional amount no less than 50% of the original deposit.

When more than one Full Cost application is submitted, the sum total of the initial full cost deposit amount can be reduced by 20%.

Funds expended for staff time shall not be dependent upon the City's approval or disapproval of the application request. The deposit account will be held open for 90 days after project approval for City to complete any miscellaneous clean up items and to account for all project related costs. Any deposit amounts remaining after final project close out will be returned to applicant. In the event that the deposit account is exhausted prior to final close out, the balance owed to the City will be credited against the plan check and inspection fee deposit at time of improvement plan review.

As may be required by the Development Services Department for project evaluation or environmental review, all payment for consultant work shall be the responsibility of the applicant.

** Note regarding annual inflationary adjustment: The Initial deposit amounts will not be inflated annually, but the underlying hourly billing rates should inflate annually by the change in hourly labor rates and/or indirect cost rate multipliers.*

Planning (Entitlement) Fees

Refund Policy
Application fees are not refundable except as follows: A. Refund of 100% shall be made if a determination is made by the Development Services Director that the permit and associated fee are not required by the City of Roseville Municipal Code or adopted City Resolution. B. If an applicant requests to withdraw a fixed fee application prior to the PEM, refund of 50% of the applicable fee shall be refunded. C. No refund of application fees shall be made after a Project Evaluation Meeting has been held, unless a fee waiver is approved by the Roseville City Council.

[a] Appeals - This fee reimburses the administrative costs associated with an appeal. Applicants for Citywide Full Cost Entitlements shall continue to pay for all City staff time and materials, consistent with the full cost reimbursement agreement, required to complete the processing of an application in the event of an appeal.

[b] Development Agreement Review/Compliance Fee pertains to individual development agreements. Fee will be distributed to landowners on a pro-rata basis.

[c] Pre Application Meetings – The City will provide up to 2 meetings with staff to discuss the initial project review and City policies relative to the proposed project. Additional meetings and staff review prior to a formal application shall be billed on a time and material basis. The project proponent will be asked to submit the pre application deposit and a full cost reimbursement agreement. Staff will record all time against the deposit account. Balances remaining in the deposit account will be applied to the application deposit account or refunded within 60 days. Negative balances will be due in full along with the application deposit or fee at time of Entitlement Application submittal.

[d] Non-Residential - Per Building Code, this includes Commercial and Multi-family developments. Plan Check Fees to be assessed as part of Building Department Plan Check Fee. This fee shall be 15% of the building Plan Check Fee for New Non-Residential construction (Commercial and Multi-family). Fee to be collected with Building's Plan Check Fee.

[e] Parking In-Lieu Fee is an optional fee that non-residential uses in the Downtown Specific Plan Area can utilize instead of providing required parking on-site. Fees for the 1st stall will be 10% of the parking in-lieu fee, 2nd stall 25%, 3rd Stall 50%, 4th stall 75% and 5 or more stalls 100% of the in-lieu fee.

[f] In-Lieu Tree Mitigation Fee for the removal of protected trees is calculated per inch of the diameter at breast height of the tree.

Development Services Engineering and Encroachment Permit Fees

	Fee Description	FY 22-23 Fee	Initial Deposit	Fee Paid	Bond Amount [a]	Note	Y'rly In'fltr
1	Final Subdivision Map	Billed hourly based on total labor hrs	$2,500 plus $10 per lot	At submittal			Y
2	Final Parcel Map						
	a) base fee	$1,528		At submittal		[b]	Y
	b) per lot fee	$61		At submittal		[b]	Y
3	Lot Line Adjustment (per adjusted line)	$275		At submittal		[c]	Y
4	Improvement Plan Check/Inspection	Billed hourly based on total labor hrs $1,000 minimum	5% of Eng. cost est. 2.5% at submittal 2.5% at plan approval	2.5% at submittal 2.5% at plan approval	100% of improvements		Y
5	Grading Plan						
	a) Subdivision, Commercial, or Industrial Sites	Billed hourly based on total labor hrs $1,000 minimum	5% of Eng. cost est. 2.5% at submittal 2.5% at plan approval	2.5% at submittal 2.5% at plan approval	10% of erosion control and grading		Y
	b) All Other Sites						
	i) Up to 500 Cubic Yards	$367	$100 at submittal	$100 at submittal remainder due at permit issuance	10% of erosion control and grading		Y
	ii) Greater than 500 Cubic Yards	Billed hourly based on total labor hrs	$1,000 at submittal	$1,000 at submittal balance due prior to final signoff	10% of erosion control and grading		Y
6	Encroachment Permit:						
	a) Dumpster	$73		At submittal	$0		Y
	b) Sidewalk	5% of Project Cost $150 minimum		At submittal	$1,000 / contractor		N
	c) Driveway	5% of Project Cost $150 minimum		At submittal	$500/resident $1,000/c'ntrctr		N
	d) Lane Closure	$183		At submittal	$0		Y
	e) Swim Pool Access	$183		At submittal	TBD by Director		Y
	f) Monitoring Wells	5% of Project Cost $150 minimum		At submittal	$2,000 per well		N
	g) All Others	Billed hourly based on total labor hrs	5% of Eng. cost est. 2.5% at submittal 2.5% at plan appr'vl; $1,000 minimum	2.5% at submittal 2.5% at plan appr'vl	100% of improvements		Y
7	Technology Fee	3% of permit fee		At permit issuance			N
8	ICR for Full Cost Recovery Billings	3.29					N

** Note regarding annual inflationary adjustment: The Initial deposit amounts will not be inflated annually, but the underlying hourly billing rates should inflate annually by the change in hourly labor rates and/or indirect cost rate multipliers.*

[a] Bond amounts paid at permit issuance.

[b] Final parcel map fee collected as base fee plus per lot fee.

[c] Lot line adjustment fee is fee for each adjusted line.

Trench Cut Recovery Fees

	Fee Description	FY 22-23 Permit Fee	FY 22-23 Trench Cut Fee	Cut Fee Unit	Note	Y'rly In'fltr
	Trench Cuts Requiring Pmt. of Admin. Permit Fee Only					
1	Street scheduled for resurfacing within next fiscal year	$367	$0.00			Y
2	Proposed excavation includes an overlay	$367	$0.00			Y
3	Proposed excavation for a CIP	$367	$0.00			Y
4	Street pavement quality index (PQI) 0-4	$367	$0.00			Y
	All Other Trench Cuts					
5	Longitudinal Cut					
	a) Cut within 3' of lane line					
	i) PQI: 4.1 - 6.5	$367	$15.84	per LF		Y
	ii) PQI: 6.6 - 8.4	$367	$21.12	per LF		Y
	iii) PQI: 8.5 or greater	$367	$26.40	per LF		Y
	b) Cut within one lane width					
	i) PQI: 4.1 - 6.5	$367	$11.88	per LF		Y
	ii) PQI: 6.6 - 8.4	$367	$15.84	per LF		Y
	iii) PQI: 8.5 or greater *(moratorium street)*	$367	$19.80	per LF	[a]	Y
6	Traverse Cut					
	i) PQI: 4.1 - 6.5	$367	$9.66	per LF		Y
	ii) PQI: 6.6 - 8.4	$367	$12.87	per LF		Y
	iii) PQI: 8.5 or greater *(moratorium street)*	$367	$16.08	per LF	[a]	Y
7	Cut is a Patch					
	i) PQI: 4.1 - 6.5	$367	$10.69	per LF		Y
	ii) PQI: 6.6 - 8.4	$367	$14.25	per LF		Y
	iii) PQI: 8.5 or greater *(moratorium street)*	$367	$17.82	per LF	[a]	Y

[a] Moratorium streets require director approval for trenching.

Building Fees

A. Construction Valuation Table - Table A is the construction valuation table adopted for the purpose of establishing permit fees as construction valuation is a factor in the cost of providing permitting services. These valuations correlate to the square footage costs of permitting, plan review, and inspection services based upon the hourly rate for building services identified in this fee schedule.

Table A - Construction Valuation

	Group	FY22/23 Valuation		Unit	Y'rly In'fltr
		A	B		
1	A-1 Assembly, theaters, with stage	$93.60	$46.80	per SF	N
2	A-1 Assembly, theaters, without stage	$93.60	$46.80	per SF	N
3	A-2 Assembly, nightclubs	$93.60	$46.80	per SF	N
4	A-2 Assembly, restaurants, bars, banquet halls	$111.80	$55.90	per SF	N
5	A-3 Assembly, churches	$93.60	$46.80	per SF	N
6	A-3 Assembly, general, community halls, libraries, museums	$88.40	$44.20	per SF	N
7	A-4 Assembly, arenas	$105.30	$52.65	per SF	N
8	B Business	$88.40	$44.20	per SF	N
9	E Educational	$94.90	$47.45	per SF	N
10	F-1 Factory and Industrial, moderate hazard	$49.40	$24.70	per SF	N
11	F-2 Factory and Industrial, low hazard	$49.40	$24.70	per SF	N
12	H-1 High Hazard, explosives	$49.40	$24.70	per SF	N
13	H-2,3,4 - High Hazard	$49.40	$24.70	per SF	N
14	H-5 - HPM	$79.30	$39.65	per SF	N
15	I-1 Institutional, supervised environment	$126.72	$63.36	per SF	N
16	I-2 Institutional, hospitals	$131.29	$65.65	per SF	N
17	I-2 Institutional, nursing homes	$249.09	$124.55	per SF	N
18	I-3 Institutional, restrained	$145.80	$72.90	per SF	N
19	I-4 Institutional, day care facilities	$126.72	$63.36	per SF	N
20	M Mercantile	$62.40	$31.20	per SF	N
21	R-1 Residential, hotels	$97.50	$48.75	per SF	N
22	R-2 Residential, multiple-family	$100.18	$50.09	per SF	N
23	R-3 Residential, one- and two-family	$110.00	$55.00	per SF	N
24	R-4 Residential, care/assisted living facilities	$106.60	$53.30	per SF	N
25	S-1 Storage, moderate hazard	$42.90	$21.45	per SF	N
26	S-2 Storage, low hazard	$41.60	$20.80	per SF	N
27	U Utility, miscellaneous	$32.50	$16.25	per SF	N

Building Fees

B. Determination of Construction Valuations - The building official shall determine construction valuations as follows:

1 **New Construction.** New construction shall be based upon the square footage of the proposed project multiplied by the amount stated in **Column A of Table A** corresponding to the occupancy group, as determined by the building official, for a total construction value.

2 **Improvements.** Improvements to existing buildings shall be based upon the square footage of the proposed improvements multiplied by the amount stated in **Column B of Table A** corresponding to the occupancy group, as determined by the building official, for a total construction value.

C. Commercial Building Valuations - Minimum commercial building valuations are stated below for the purposes of establishing minimum permit fees to cover the cost of service for the project listed. The higher valuation shall be assessed unless otherwise stated.

1 **Tenant Improvements Processed Over the Counter (OTC Permits).** Tenant Improvement OTC permits shall have a minimum valuation of $8,000.

2 **Tenant Improvements Requiring Plan Submittal.** Tenant Improvements (TIs) requiring plan submittal shall have a minimum valuation based upon Column B of Table A. For purposes of this section, a tenant improvement is defined as any improvement, maintenance or other updating on commercial property; improvement, maintenance or other updating on multi-family property; improvement, maintenance or other updating on residential care facilities and model home sales complexes, including sales trailers.

3 **Commercial Photovoltaic.** Commercial photovoltaic permits shall be based on a set valuation of $40,000.

4 **Electrical Service Upgrade.** Electrical service upgrade permit fees shall have a minimum valuation of $3,000.

5 **Commercial Reroofing.** Commercial reroofing permits shall have a minimum valuation of $423.17 per 100 square feet of roof area or a total minimum valuation of $20,000.

6 **OTC Permits for Commercial Projects.** OTC permits for commercial projects such as demolition, electrical, mechanical, plumbing and other work not otherwise defined shall have a minimum valuation of $3,000.

7 **OTC Permits for Commercial Projects.** OTC permits for commercial projects such as demolition, electrical, mechanical, plumbing and other work not otherwise defined shall have a minimum valuation of $3,000.

8 **Cell Towers - Change out of Antennas Only.** Cell towers requiring change-out of antennas only shall be considered a TI remodel with a minimum valuation of $3,000.

9 **Cell Towers - Major Remodel.** Cell towers undergoing a major remodel shall have a minimum valuation of $8,000.

10 **Shelves and Racking.** Permits for shelves and racking shall be considered a TI remodel. Construction valuation for fee setting purposes shall be the GREATER OF $8,000 OR the construction valuation calculated by multiplying the square footage by the amount stated in Column B of Table A for the U, Utility, Miscellaneous Occupancy Group.

11 **Stucco or Siding on Multi-Family.** For permits for stucco or siding on multi-family units, construction valuation for fee setting purposes shall be the GREATER OF $8,000 OR the construction valuation calculated by multiplying the linear footage of exterior home and garage x 1 SF (= remodel SF) by the amount stated in Column B of Table A for the R-2, Residential Multi-Family Occupancy Group.

12 **Stair Repair on Multi-Family.** For permits for stair repair on multi-family units, construction valuation for fee setting purposes shall be the GREATER OF $8,000 OR the construction valuation calculated by multiplying the square footage of the stair area(s) x number of floors of the building(s) by the amount stated in Column B of Table A for the R-2, Residential Multi-Family Occupancy Group.

13 **Pool Replaster and Repairs.** For permits for commercial pool replaster and/or repairs, the construction valuation for fee setting purposes shall be the GREATER OF $8,000 OR the construction valuation calculated by multiplying the pool square footage by the amount stated in Column B of Table A for the U, Utility, Miscellaneous Occupancy Group.

Building Fees

14 **Electronic Gates.** For permits for electronic gates, the construction valuation for fee setting purposes shall be the GREATER OF $8,000 OR the construction valuation calculated by multiplying the lineal footage of the gate and replacement fence x 1 SF (=SF) by the amount stated in Column A of Table A for the U, Utility, Miscellaneous Occupancy Group.

15 **Facade Remodel.** For permits for facade remodel, the construction valuation for fee setting purposes shall be the GREATER OF $8,000 OR the construction valuation calculated by multiplying the lineal footage of the facade x 1 SF (=SF) by the amount stated in Column B of Table A for the Occupancy Group listed on the certificate of occupancy.

16 **Spray Booth.** For permits for spray booth installation, the construction valuation for fee setting purposes shall be the GREATER OF $8,000 OR the construction valuation calculated by multiplying the square footage of the booth area by the amount stated in Column B of Table A for the F, Factory and Industrial Occupancy Group.

17 **Parking Lot Restriping: Site Work.** Permits for parking lot restriping shall have a minimum valuation of $8,000.

18 **ADA Upgrades.** Permits for ADA upgrades shall have a minimum valuation of $8,000.

19 **Barrier Removal.** Permits for barrier removal shall have a minimum valuation of $8,000.

20 **Crane install runways.** Permits for crane install runways shall have a minimum valuation of $8,000.

21 **Construction Trailer.** For permits for construction trailers hooking up to water/sewer and/or electric, the construction valuation for fee setting purposes shall be calculated by multiplying the trailer square footage by the amount stated in Column B of Table A for the B, Business Occupancy Group.

22 **Commercial Charging Station.** For permits for commercial charging stations, the construction valuation for fee setting purposes shall be based on the construction valuation provided by the applicant with a minimum valuation of $8,000.

23 **Emergency Generator to Cell Site.** Permits for emergency generators to cell sites shall have a minimum valuation of $8,000.

24 **Pumpkin Lot/Tree Lot.** Permits for pumpkin or tree lots shall have a minimum valuation of $8,000.

D. Residential Building Valuations - Minimum residential building valuations are stated below for the purposes of establishing minimum permit fees to cover the cost of service for the project listed. The higher valuation shall be assessed unless otherwise stated.

1 **Custom, Non-listed Patio Covers.** Custom, non-listed patio covers shall have minimum valuation based upon new construction valuation of Column A of Table A.

2 **Pre-Engineered, Listed Patio Covers.** Pre-engineered, listed patio covers shall have a set valuation of $3,000 for the purposes of establishing the building permit fee. The patio construction contract valuation shall be reported on the permit application if such amount exceeds $3,000.

3 **Swimming Pools.** Swimming pools shall have a set valuation of $25,000 for the purposes of establishing the building permit fee. The swimming pool construction contract valuation shall be reported on the permit application if such amount exceeds $25,000.

4 **Residential Remodel.** Residential remodel permits shall have a minimum valuation based upon Column B of Table A.

5 **Residential Additions.** Residential additions shall have a minimum valuation based upon Column A of Table A (new construction).

6 **Combination of Residential Remodel and Residential Addition.** With respect to a permit application for a combination residential remodel and residential addition subsection (D)(3) shall apply with respect to the residential remodel portion and subsection (D)(4) shall apply with respect to the residential addition (new construction) portion for a total construction valuation for the permit.

7 **Photovoltaic.** Photovoltaic permits shall be based upon a set valuation of $18,000 for the purposes of establishing the permit fee.

Building Fees

8 **Reroof.** Reroof permits for residential structures shall have a minimum valuation of $239.49 per 100 square feet of roof area or a total minimum valuation of $2,400.

9 **Plumbing OTC Permits.** OTC permits pertaining to plumbing shall have a minimum valuation of $900.

10 **Mechanical, Electrical, Car Charging Stations, Demolition and Other OTC Permits Not Specified in this Section.** OTC permits for mechanical, electrical, car charging stations, demolition, and other permits not specified in this section shall have a minimum valuation of $2,400.

11 **Stucco or Siding.** For permits for stucco or siding on residential units, construction valuation for fee setting purposes shall be the GREATER OF $2,400 OR the construction valuation calculated by multiplying the linear footage of exterior home and garage x 1 SF (= remodel SF) by the amount stated in Column B of Table A for the R-3, Residential, One- and Two-Family Occupancy Group.

12 **Fence or Retaining Wall.** For permits for residential fences or retaining walls, the construction valuation for fee setting purposes shall be the GREATER OF $2,400 OR the construction valuation calculated by multiplying the linear footage of fence or wall x 1 SF (= SF) by the amount stated in Column A of Table A for the U, Utility, Miscellaneous Occupancy Group.

13 **Windows.** Permits for residential windows shall have a minimum valuation of $2,400.

14 **Freestanding Fireplace.** Permits for a freestanding fireplace shall have a minimum valuation of $2,400.

15 **BBQ.** Permits for a barbeque (BBQ) shall have a minimum valuation of $2,400.

16 **Pool Replaster and Repairs.** For permits for residential pool replaster and/or repairs, the construction valuation for fee setting purposes shall be the GREATER OF $2,400 OR the construction valuation calculated by multiplying the pool square footage by the amount stated in Column B of Table A for the U, Utility, Miscellaneous Occupancy Group.

17 **Shed.** For permits for residential sheds, the construction valuation for fee setting purposes shall be the GREATER OF $2,400 OR the construction valuation calculated by multiplying the square footage of the shed (= SF) by the amount stated in Column A of Table A for the U, Utility, Miscellaneous Occupancy Group.

18 **Deck Repair.** For permits for deck repair, the construction valuation for fee setting purposes shall be the GREATER OF $2,400 OR the construction valuation calculated by multiplying the square footage of the deck area being repaired (= SF) by the amount stated in Column B of Table A for the U, Utility, Miscellaneous Occupancy Group.

19 **Fire Repair.** For permits for residential fire repair, the construction valuation for fee setting purposes shall be calculated in the same manner as a residential remodel.

Building Fees

E. Permit Fees - Subject to any applicable minimum permit fees stated elsewhere in this schedule, Table B and B.1, shall apply for the purpose of establishing minimum permit fees.

Table B - Permit Fees

Total Valuation	FY 22-23 Permit Fee					Y'rly In'fltr
$1 to $500	$61.10					Y
$501 to $1,000	$61.10	for the first $500	plus	$3.06	for each add'l $100 or fraction thereof, to and including $1,000	Y
$1,001 to $3,000	$76.40	for the first $1,000	plus	$3.37	for each add'l $100 or fraction thereof, to and including $3,000	Y
$3,001 to $25,000	$143.80	for the first $3,000	plus	$13.44	for each add'l $1,000 or fraction thereof, to and including $25,000	Y
$25,001 to $50,000	$439.48	for the first $25,000	plus	$11.00	for each add'l $1,000 or fraction thereof, to and including $50,000	Y
$50,001 to $100,000	$714.48	for the first $50,000	plus	$7.63	for each add'l $1,000 or fraction thereof, to and including $100,000	Y
$100,001 to $500,000	$1,095.98	for the first $100,000	plus	$6.10	for each add'l $1,000 or fraction thereof, to and including $500,000	Y
$500,001 to $1,000,000	$3,535.98	for the first $500,000	plus	$4.59	for each add'l $1,000 or fraction thereof, to and including $1,000,000	Y
$1,000,001 and up	$5,830.98	for the first $1,000,000	plus	$2.44	for each additional $1,000 or fraction thereof	Y

Production Home Permit Fees - Building permits for production homes (those homes that are one and two family homes having an approved master plan, which is a complete set of building plans from which multiple homes may be constructed) shall have a minimum permit fee as calculated in Table B.1.

Table B.1 - Production Home Permit Fees

Total Valuation	FY 22-23 Permit Fee					Y'rly In'fltr
$0 to $120,000	$1,445.77					Y
$120,001 and up	$1,445.77	for the first $120,000	plus	$9.78	for each add'l $11,000 or fraction thereof	Y

Building Fees

F. Administration Fee - In addition to the permit fee, an administration fee is established for the city to recover the cost of permit application processing, permit issuance, and plan review and shall be applied as follows:

	Fee Description	FY 22-23 Fee	Y'rly In'fltr
1	Permits Requiring Plan Submittal for Review	95% of the Building Permit Fee	N
2	Over the Counter Permits Requiring Minimal or No Plan Review	25% of the Hourly Rate or Actual Cost (for time in excess of 1/2 hour)	N
3	Tenant Improvement Environmental Utilities Review		
	a) Same Use[1]	$376	Y
	b) Change of Use[2]	$1,026	Y
4	Production Home Permits	37% of the Building Permit Fee	N
5	Plans Submitted for the Purposes of Being Mastered	95% of the Building Permit Fee (based on SF valuation of proposed design)	N
6	Emergency Water Heater Repair	Exempt From the Admin Fee (allocated one inspection visit. If add'l visits are required re-inspection fees apply for add'l visits)	N

Determination of Tenant Improvement (TI) Environmental Utilities Review Fee:

[1]"Same Use" fee applies to any tenant improvement that requires review (by applicable statute) by the Placer County Department of Environmental Health (typical uses include restaurants, hair salons, and medical/dental offices), or tenant improvements that result in changes to equipment such as (but not limited to) triple compartment sinks, sewer lines within kitchen and maintenance areas, grease waste capturing equipment and tanks, water services including fire, domestic and irrigation, and exterior trash enclosures, etc. The fee does not apply to tenant improvements that do not involve new or modifications to existing plumbing. Examples of tenant improvements where the same use fee would not apply include: addition of new fixtures (sinks, toilets, etc) where no modification to plumbing is proposed, and addition or relocation of interior walls where no new or modification to existing plumbing is proposed. The fee shall also not apply to minor tenant improvements charged the minimum building permit fee based on project valuation.

[2] "Change of Use" fee applies to tenant improvements that result in a change from one use to another, such as (but not limited to) office/retail to restaurant, or office/retail to dental/medical office. The change in use fee also applies to plan review of modifications to commercial landscaping for compliance with water efficient landscape requirements.

Building Fees

G. Additional Time and Materials Fees and Refunds and Appeals - Building permits are subject to additional time and material fees where the cost of service provided by city exceeds the amount collected at application. Such fees shall be calculated as follows:

	Fee Description	FY 22-23 Fee	Unit	Note	Y'rly In'fltr
1	Additional Services (1/2 hour minimum)	$190	per hour	[a]	Y
2	Re-inspections (per scheduled stop)	$111	per stop	[b]	Y
3	Inspections Outside of Normal Business Hours	$190	per hour	[c]	Y
4	Work Commenced without a Permit	$190	minimum	[d]	Y
5	Certificate of Occupancy (1 hour minimum)	$190	per hour	[e]	Y
6	Permit Extension or Reinstatement of an Expired Permit	$190	per hour	[f]	Y
7	Third Party Plan Review (fee is in addition to City Administration Fee in Section F)	pass through of consultant fee		[g]	N
8	Fees for Services Not Listed in this Schedule	Actual Cost		[h]	N
9	Refunds and Appeals				
	a) Fees erroneously paid by applicant or collected or charged by the agency	100% refund		[i][l]	N
	b) When no work has been commenced	up to 75% refund		[j][l]	N
	c) Expired permit applications and permits	0% refund		[k][l]	N

[a] Additional Services (e.g. administrative and plan review) Fees shall be assessed at time of permit issuance and/or prior to final inspection at application. Additional service is defined as follows:

1. Plan Reviews in excess of three (3) submittals to city for review and approval.

2. Plan Review by city departments other than the development services department for projects affecting other City services and not covered by any fees set forth in this section.

3. Other staff time and resources for the purposes of facilitating and approving permit applications and permits.

4. Expedited plan review, when available, and additional resources required to facilitate the expedited plan review process, including consultants and/or other city departments and divisions whose assistance is required for plan approval.

[b] Re-inspections may be assessed based on any of the following:

1. Inspections which are not ready at the time of the scheduled inspection, as determined by a city inspector.

2. Failure by applicant to complete inspection items from previous correction notices.

3. Inspections additional to the inspection with respect to emergency water heater permits.

[c] Inspections outside of normal business hours will be subject to a 2-hour minimum for evening work and a 4-hour minimum for weekend work.

[d] Whenever any work for which a permit is required has been commenced without first applying for a building permit and receiving permission by the building official, a minimum fee for investigation and administration shall be assessed in addition to the full cost of any required permits.

[e] The fee for a certificate of occupancy shall be a minimum of one hour, and any additional costs beyond one hour of staff time to approve such certificates.

Building Fees

[f] Permit applications and permits shall expire per the provisions of the California Building Code. Reinstatement and extensions may be granted provided that all costs incurred by the city to date of the request are paid for by the permit applicant. For this purpose, cost is defined as the hours expended for review and administration multiplied by the hourly rate.

[g] Third party plan review, when available, shall be assessed and paid at time of permit application. The fee for this service is the hourly or flat rate charged by the consulting firm performing the review. This fee is in addition to the permit Administration Fees identified in "Section F" of this fee schedule for the additional resources required to facilitate the process.

[h] Fees for services not otherwise listed in this schedule shall be determined by the building official and based upon the actual cost of providing the service.

[i] The building official may authorize refunding of any fee paid, or portion thereof, which was erroneously paid by applicant or collected by city.

[j] The building official may authorize refunding of not more than seventy-five percent (75%) of fees paid when no work has been done under a permit application or an issued permit in accordance with the adopted California Code of Regulations. In no case shall the refund exceed the cost of services provided to date of cancellation of permit issuance.

[k] Permit applications and building permits that have expired as defined in the California Building Code shall not be subject to any refund.

[l] A building permit applicant may, upon payment of the requested permit fees to city and otherwise complying with California Government Code Section 66022, protest the requested amount to the city council by lodging an appeal with the building official. City staff shall schedule the appeal to be heard by the city council as soon as reasonably practicable.

Building Fees

H. Technology Fee, General Plan Maintenance Fee, Strong Motion Impact Fee, SB 1473 Fee

	Fee Description	FY 22-23 Fee	Note	Y'rly In'fltr
1	Technology Fee (applicable to building permits, fire permits, improvement plan, and entitlement fees)	3%	[a]	N
2	General Plan Update Fee	$0.50 per $1,000 valuation, not to exceed $20,000		N
3	Strong Motion Impact (SMI) Fee Calculation			
	a) Residential	$0.50 or valuation x .00013	[b]	N
	b) Commercial	$0.50 or valuation x .00028	[b]	N
4	Building Standards Administration Special Revolving Fund (SB 1473) Fee Calculation			
	Valuation:			
	a) $1 - $25,000	$1	[b]	N
	b) $25,001 - $50,000	$2	[b]	N
	c) $50,001 - $75,000	$3	[b]	N
	d) $75,001 - $100,000	$4	[b]	N
	e) Every $25,000 or fraction thereof above $100,000	Add $1	[b]	N
5	"SCIP" Administrative Fee			
	a) Per Single Family Dwelling Permit	$515	[c]	Y - See Note
	b) Per Non-Residential Building Permit	$1,441	[c]	Y - See Note

[a] "Building permit" means the permit issued or required by the city for the construction or modification of any structure pursuant to and as defined by the building code. "Fire permit" means the permit issued or required by the city for the construction or ongoing operations of a structure or business pursuant to and as defined by the fire code. "Improvement plan" means the permit issued or required by the city for the construction of any public or private site improvements as defined by the city's improvement and construction standards. "Entitlement" means those approvals provided under Title 19, Zoning.

[b] Fee set by State.

[c] In accordance with Resolution No. 19-92, the Statewide Community Infrastructure Program "SCIP" Administrative Fee shall increase annually by 2% or the change in the consumer price index from October to October.

Building Fees

I. Findings Regarding Permit Fees for Residential Rooftop Solar Energy Systems - Pursuant to Section 66015 of the California Government Code (Fees for Rooftop Solar Energy Systems), the city council finds that the reasonable cost to issue a permit for a residential rooftop solar energy system exceeds $450 plus $15 per kilowatt (kW) for each kW above 15 because issuance of the permit requires all of the following:

1	One-half (1/2) hour administration time for application and data input
2	1/2 hour administration time for permit issuance and one hour plan review time including up to two (2) submittals
3	Typically 2 inspections at a minimum of 1/2 hour of staff time
4	Other applicable fees assessed by the State of California and by the Roseville Electric Department pursuant to the Roseville Electric Solar Energy Program Meter Upgrade Charges, as amended from time to time

This higher fee results in a quick and streamlined approval process.

Development Impact Fee Deferral and SCIP Fees

	Fee Description	FY 22-23 Fee	Unit	Note	Y'rly In'fltr
1	Development Impact Fee Deferral				
	a) Residential	$312	per deferral		Y
	b) Non-Residential				
	i) Administrative Fee	$873	per deferral		Y
	ii) Interest Charge on Deferred Fees	equal to unearned interest based on City's 10-yr avg pooled interest rate	per deferral	[a]	N

[a] Fee deferral will result in a loss of interest income on monies deferred over the construction timeframe. The interest charge is intended to cover these costs.

Housing Fees

	Fee Description	FY 22-23 Fee	Unit	Note	Y'rly In'fltr
1	Reconveyance Fee	$359	per occurrence		Y
2	Subordination Fee	$417	per occurrence		Y

Electric Fees

	Fee Description	FY 22-23 Fee	Unit	Note	Y'rly In'fltr
	Solar Energy Program - Meter Upgrade Charges				
1	Residential PV Net-Meter	$856.54			N
2	Business PV Net-Meter (<10kW system size)	$2,028.76			N
3	Business PV Net & PBI Meter (10-100kW system size, up to 200amp PBI panel)	$2,756.27		[a]	N
4	Business PV Net & PBI Meter (10-100kW system size, >200amp PBI panel)	$4,535.68		[a]	N
5	Variance Review Request	$211.40	per hour		N
6	Plan Reviews or Field Meets Exceeding the Initial and Subsequent Submittal Limit	$211.40	per hour	[b]	N
	Other Service Fees				
7	Pedestal Meter Fee	$584.35			N
8	Temporary Power Meter Set				
	a) Temp Power Meter Set Fee - Residential	$584.35			N
	b) Temp Power Meter Set Fee - Commercial	Actual Cost			N
9	Extension of Facilities	Actual Cost			N
10	Svc Connections and Facilities on Customer's Premises	Actual Cost			N
11	Meter Test				
	a) Test - More than six-months since prior test	$0.00			N
	b) Test - Within six-months of meter install or prior test	Actual Cost			N
12	Overhead-to-Underground Conversion of Overhead Utilities	Actual Cost			N
13	Small Cell Plan Check Fee	$782.12			N
14	Technology Fee	3%			N

** Note regarding annual inflationary adjustment: For items billed at actual cost or items billed at average labor and material rates, the underlying hourly billing rates should inflate annually by the change in hourly labor rates and/or indirect cost rate multipliers.*

* All meter upgrade costs must be paid prior to receiving interconnection approval to operate the PV system.

[a] Customer is required to supply a dedicated working phone line and monitoring for the duration of the PBI payment term. See the construction standards for phone line requirements.

[b] The initial and first resubmittal plan review and the initial and first resubmittal field inspections are included in the basic Meter Upgrade Charge.

Environmental Utilities Fees

	Fee Description	FY 22-23 Fee	Note	Y'rly In'fltr
	Water			
1	Construction Water			
	a) Fire Hydrant Application Fee	$267		Y
	b) Usage Rate	Current rate per Ccf		N
	c) Meter and Backflow Rental			
	i) Monthly Rental Charge	$104		Y
	ii) Initial Deposit - 3-inch Hydrant Meter and Backflow	$2,518		Y
	iii) Initial Deposit - Hydrant Backflow Meter Assembly	$6,201		Y
2	Meter Installation	Actual Cost		Y
3	Service Connections	Actual Cost		Y
4	Tap	Actual Cost		Y
5	Abandon Water Service Line	Actual Cost		Y
6	Installation of Facilities in Subdivisions/Other Dev'lpmts	Actual Cost		Y
	Water Conservation			
7	Water - Water Efficient Landscape Review	Actual Cost		Y
	Backflow Prevention Inspection and Cross-Connection Control			
8	Backflow Prevention Assembly - Installation, Repair, Replacement	Actual Cost	[a]	Y
9	Backflow Prevention Assembly - Reinspection Fee	$71	[b]	Y
	Well Water			
10	Well Permit			
	a) First Well	$296	[c]	Y
	b) Each Additional Well	$148	[c]	Y
	c) Soil Boring (no well)	$296		Y
	Sewer			
11	Private Sewage Disposal System - Plan Review and Inspection	Actual Cost		Y
12	Building Sewers and Connections			
	a) Residential and Commercial Service	Actual Cost		Y
	b) Service Establishments Producing Industrial Waste	Actual Cost		Y
13	Review of Grease, Oil, and Grit Interceptors	Actual Cost		Y
14	Rate-of-Flow Controller Facility			
	a) Installation	Actual Cost		Y
	b) Re-inspection	Actual Cost		Y
15	Industrial Waste Manhole - Plan Review and Inspection	Actual Cost		Y
16	Closed Circuit TV for Inspection and Warranty Service	Actual Cost		Y
17	Vactor Service for Cleaning of New Infrastructure for Final Acceptance	Actual Cost		Y
18	Fabrication of Special Fittings	Actual Cost		Y
19	Fats, Oils, and Grease Program (FOG) - Costs incurred by the City as a result of required on-site sampling and analysis	Actual Cost		Y
20	FOG Program Violation Appeal Cost Reimbursement			
	a) Public Utilities Commission	Actual Cost		Y
	b) City Council	Actual Cost		Y

Environmental Utilities Fees

	Fee Description	FY 22-23 Fee	Note	Y'rly In'fltr
	Recycled Water			
21	Recycled Water - Cost of Meter and Installation	Actual Cost		Y
22	Recycled Water for Construction			
	a) Fire Hydrant Application Fee	$267		Y
	b) Usage Rate	Current rate per Ccf		N
	c) Meter Rental			
	i) Monthly Rental Charge	$104		Y
	ii) Initial Deposit	$2,090		Y
23	Recycled Water - Plan Review and Inspection	Actual Cost		Y
	Industrial Wastewater			
24	On-Site Sampling	Actual Cost		Y
	Other Fees			
25	Plan Review	Actual Cost		Y
26	On-site Inspections	Actual Cost		Y
27	Water Warranty Inspections	Actual Cost		Y
28	Wastewater Warranty Inspections	Actual Cost		Y
29	Cross Connection Testing	Actual Cost		Y
30	Cross Connection Testing for Backflows	Actual Cost		Y
31	Water Continuity Testing	Actual Cost		Y
32	Spark Testing	Actual Cost		Y
33	Mapping	Actual Cost		Y
34	Standby	Actual Cost		Y
35	Disposal of Chlorinated or Contaminated Water	Actual Cost		Y
36	Tee Installation	Actual Cost		Y
37	401 Transition Pipe	Actual Cost		Y
38	Pipe Coating	Actual Cost		Y

** Note regarding annual inflationary adjustment: For items billed at actual cost, the underlying hourly billing rates should inflate annually by the change in hourly labor rates and/or indirect cost rate multipliers.*

[a] Installation, repair, or replacement of a backflow prevention assembly shall be performed by a licensed contractor, or with customer approval, by City personnel. The cost to the City for materials and labor at the prevailing wage shall be paid by the owner

[b] Reinspection fee is the fee required to be paid upon finding by an inspector that the backflow prevention assembly is defective or not in compliance backflow prevention assembly standards.

[c] Fee is 50% refundable if denied.

Fire & Life Safety Fees

	Fee Description	FY 22-23 Fee	Unit	Note	Y'rly In'fltr
	Permits to Operate (Type of Permit Activity)				
1	Amusement Building	$356			Y
2	Carnivals and Fairs	$356			Y
3	Combustible Dust Operations	$356			Y
4	Covered Mall Buildings	$356			Y
5	Exhibits and Trade Shows	$356			Y
6	Explosives or Blasting Agents	$890			Y
7	Mobile Fueling	$356			Y
8	Recreational or Bon Fire	$180			Y
9	Theatrical Fire Performance	$356			Y
10	High Pile Storage	$356			Y
11	Hot Work Operations	$356			Y
12	Industrial Ovens	$356			Y
13	Lumber Yards	$356			Y
14	Misc. Combustible Storage	$356			Y
15	Places of Assembly				
	a) Less than 300 occupant load	$356			Y
	b) 300 - 999 occupant load	$534			Y
	c) 1,000 or more occupant load	$710			Y
16	Commercial Day Care Facility				
	a) 7 - 49 persons	$356			Y
	b) 50 - 149 persons	$534			Y
	c) 150 or more persons	$710			Y
17	Institutional				
	a) Less than 6 patients	$356			Y
	b) 6 or more patients	$534			Y
	c) Detention facilities	$710			Y
18	Apartments/Hotels/Motels				
	a) 3 - 16 units	$270			Y
	b) 17 - 32 units	$356			Y
	c) 33 or more units	$534			Y
19	Large Family Day Care				
	a) Pre-inspection (at hourly rate)	$180	per hour		Y
20	850 Inspections				
	a) 850 Inspection (at hourly rate)	$180	per hour		Y
21	Residential Care Facilities				
	a) 7 or more residents	$534			Y
	b) Pre-inspection (at hourly rate)	$180	per hour		Y
22	Temporary Membrane Structures (Tents/Canopies)				
	a) 401 - 1,499 SF	$270			Y
	b) 1,500 - 2,999 SF	$356			Y
	c) 3,000 - 5,999 SF	$534			Y
	d) 6,000 or more SF	$710			Y

Fire & Life Safety Fees

	Fee Description	FY 22-23 Fee	Unit	Note	Y'rly In'fltr
	Plan Review				
	• Including Inspection Service				
	• Plan Review Conducted by City Staff				
23	Fire Alarm System				
	a) New Installation	$1,596			Y
	b) New installation with Two Way Communication	$1,596			Y
	c) Tenant Improvement	$710			Y
	d) Tenant Improvement: One Notification Device Only	$180			Y
	e) Large Project > 50 Notification Devices	$4,246			Y
	f) High Rise	$6,366			Y
24	Fire Sprinkler System - New Installation				
	a) 1 - 99 heads	$2,126			Y
	b) 100 - 199 heads	$2,654			Y
	c) 200 or more heads	$3,540			Y
25	Fire Sprinkler System - Tenant Improvement				
	a) < 5 Sprinkler Heads Only	$180			Y
	b) 6 - 50 heads	$710			Y
	c) 51 or more heads	$1,418			Y
26	Fire Stand Pipe System	$1,418			Y
27	Fire Pump System	$2,654			Y
28	Hood and Duct System				
	a) New System	$1,240			Y
	b) Tenant Improvement	$358			Y
29	Special Suppression System (Clean agent, Co2, etc.)	$1,772			Y
30	Compressed Gas System				
	a) Hazardous Material	$710			Y
	b) Medical Gas	$710			Y
31	Smoke Management Systems	$4,246			Y
32	Spray Booths (Includes fire protection system)	$1,418			Y
33	Radio Amplification System	$4,246			Y
	Plan Review				
	• Including Inspection Service				
	• Plan Review Conducted by City Approved Consultant				
34	Third Party Plan Review (fee is in addition to fees shown below in this section)	pass-through of consultant fee		[a]	N
35	Fire Alarm System				
	a) New Installation	$1,076			Y
	b) New Installation with Two Way Communication	$1,076			Y
	c) Tenant Improvement	$478			Y
	d) Large Project > 50 Notification Devices	$2,868			Y
	e) High Rise	$4,296			Y

Fire & Life Safety Fees

	Fee Description	FY 22-23 Fee	Unit	Note	Y'rly In'fltr
36	Fire Sprinkler System - New Installation				
	a) 1 - 99 heads	$1,434			Y
	b) 100 - 199 heads	$1,792			Y
	c) 200 or more heads	$2,388			Y
37	Fire Sprinkler System - Tenant Improvement				
	a) 6 - 50 heads	$478			Y
	b) 51 or more heads	$958			Y
38	Fire Stand Pipe System	$958			Y
39	Fire Pump System	$1,792			Y
40	Hood and Duct System				
	a) New System	$838			Y
	b) Tenant Improvement	$242			Y
41	Special Suppression System (Clean agent, Co2, etc.)	$1,196			Y
42	Compressed Gas System				
	a) Hazardous Material	$478			Y
	b) Medical Gas	$478			Y
43	Smoke Management Systems	$2,868			Y
44	Spray Booths (Includes fire protection system)	$958			Y
45	Radio Amplification System	$2,868			Y
	Fireworks				
46	Fireworks - Public Display (High/Low Level & Ground Devices)				
	a) 200 or less devices	$1,066			Y
	b) 201 or more devices	$1,240			Y
47	Fireworks - Retail Stand	$356			Y
48	Fireworks - Special Pyrotechnic Effects	$710			Y
	Hazardous Materials				
49	Flammable or Combustible Liquids/Solids				
	a) Class I > 5 gal, II or IIIA > 25 gal (inside storage)	$356			Y
	b) ≥ 100 lbs	$356			Y
50	Hazardous Materials Storage, Use, or Handling (55 Gallons Liquid, 200 Cu Ft Gas, 500 Lbs. Solid)			[b]	
	a) Carbon Dioxide System	$356			Y
	b) 1 - 10 chemicals	$356			Y
	c) 11 - 20 chemicals	$710			Y
	d) 21 or more chemicals	$1,066			Y
51	Hazardous Waste Generator				
	a) Hazardous Waste Generator Fee < 55 gal	$356			Y
	b) Hazardous Waste Generator Fee 55 - 500 gal	$534			Y
	c) Hazardous Waste Generator Fee 501 - 2,500 gal	$710			Y
	d) Hazardous Waste Generator Fee > 2,500 gal	$1,066			Y

Fire & Life Safety Fees

	Fee Description	FY 22-23 Fee	Unit	Note	Y'rly In'fltr
52	Tiered Permitting				
	a) Permit by Rule (PBR)	$1,066			Y
	b) Conditionally Authorized	$534			Y
	c) Conditionally Exempt	$534			Y
53	Liquefied Petroleum Gas (LPG)				
	a) Annual tank ≥ 499 gal	$356			Y
	b) Tank installation (plan review and inspection)				
	i) Commercial	$710			Y
	ii) Residential	$356			Y
54	State of California Surcharge CALARP	$270			N
55	State of California Surcharge Hazardous Materials	$84			N
56	Review of Hazardous Materials Risk Management Plans	$180	per hour		Y
57	Review of Hazardous Materials Emergency Response Plans	$180	per hour		Y
58	Hazardous Materials Emergency Spill Response	Actual Cost			Y
59	Hazardous Materials Oversight of Remediation	$180	per hour		Y
	Underground Storage Tanks				
60	Annual Permit	$1,772			Y
61	Tank Installation (plan review and inspection)				
	a) First tank	$3,540			Y
	b) Each additional tank	$534			Y
62	Transfer of Ownership	$356			Y
63	Tank Removal or Abandonment	$1,772			Y
64	System Modification	$710			Y
65	UST System Cold Start	$356			Y
66	UST Piping Upgrade	$1,418			Y
67	State of California UST Surcharge (per tank)	$20			N
	Aboveground Storage Tanks				
68	Annual Permit				
	a) Annual Permit: 1,320 to 10,000 gallons	$356			Y
	b) Annual Permit: 10,000 to 100,000 gallons	$534			Y
	c) Annual Permit: 100,000 to 1,000,000 gallons	$710			Y
	d) Annual Permit ≥ 1,000,000 gallons	$1,066			Y
69	Tank Installation (plan review and inspection)				
	a) First tank	$710			Y
	b) Each additional tank	$180			Y
70	Transfer of Ownership	$356			Y
71	Tank Removal or Abandonment	$710			Y
72	System Modification	$534			Y
73	State of California APSA Surcharge	$26			N

Fire & Life Safety Fees

	Fee Description	FY 22-23 Fee	Unit	Note	Y'rly In'fltr
	Administrative Fees				
74	Copy of Incident Report (per incident)	$18			Y
75	Media Reproduction (audio, video, photographic)	Actual Cost			Y
76	Emergency Response Caused by DUI	Actual Cost			Y
77	Weed Abatement Administrative Parcel Fee	$356			Y
78	Code Appeal (per hour)	$180			Y
79	Fire Flow / Hydrant Test	$534			Y
80	Fire & Life Safety Division Hourly Rate	$180	per hour		Y
81	Minimum Intake Fee	$180			Y
82	Voluntary Inspection	$356			Y
83	Technical Report (alternate material or method request)	$710			Y
84	Inspection Requests (after normal business hours)	$534			Y
85	Administrative Fee (excessive resubmittals and inspections)	$448			Y
86	Expedited Plan Review Fee (per hour)	$202	per hour		Y
87	Re-inspection Fee	$356			Y
88	Administrative Fee (work without a permit)	$534			Y
89	Code Review or Design Consultation (per hour)	$180			Y
90	False Alarm Fee	$448			Y
91	Fire Extinguisher Training	$534			Y
92	Late Payment Penalty for Permits				
	a) 30 days past due	$50			N
	b) 60 days past due	$100			N
	c) 90 days past due	$200			N

[a] Third party plan review, when available, shall be assessed and paid at time of permit application. The fee for this service is the hourly or flat rate charged by the consulting firm performing the review. This fee is in addition to the permit Administration Fees identified in the "Plan Review (Including Inspection Service) Plan Review Conducted by City Approved Consultant" of this fee schedule for the additional resources required to facilitate the process.

[b] Fee includes Hazardous Waste Generator < 55 gal.

General Information
* All fees or charges shall be calculated at one (1) hour minimum unless otherwise specified.
* All fees for specified services shall be calculated by the Fire Department.
* When required, no permit or approval shall be issued until facility or process is brought into compliance with applicable codes and the required service fee is paid in full.
* When a requester fails to cancel a requested inspection prior to the scheduled time of inspection, the standard inspection fee shall be charged, with a one hour minimum fee.

Emergency Medical Services First Responder Fee

	Fee Description	FY 22-23 Fee	Unit	Note	Y'rly In'fltr
1	Emergency Medical Services First Responder Fee	$353.71			Y

Police Department Fees

	Fee Description	FY 22-23 Fee	Unit	Note	Y'rly In'fltr
1	Alarm Permit Application				
	a) Initial permit application	$35	for two-year permit		N
	b) Renewal permit application	$15	for two-year permit		N
	c) Late Filing Fees				
	i) Less than 30 days late	$5			N
	ii) 30 Days	$20			N
	iii) 60 Days	$40			N
	iv) 90 Days	$80			N
	v) 91+ Days				
	a) Base Fee	$80			N
	b) Administrative Citation	TBD			N
	c) Fine	$100			N
2	Excessive False Alarms:				
	a) First false alarm				
	i) Burglary	$0	flat fee	[a]	N
	ii) Duress/robbery	$0	flat fee	[a]	N
	b) Second false alarm				
	i) Burglary	$60	flat fee	[a]	N
	ii) Duress/robbery	$60	flat fee	[a]	N
	c) Third false alarm				
	i) Burglary	$85	flat fee	[a]	N
	ii) Duress/robbery	$85	flat fee	[a]	N
	d) Fourth false alarm				
	i) Burglary	$100	flat fee	[a]	N
	ii) Duress/robbery	$150	flat fee	[a]	N
	e) Fifth and subsequent false alarms				
	i) Burglary	$150	flat fee	[a]	N
	ii) Duress/robbery	$200	flat fee	[a]	N
3	Appeal of Decision to Deny, Suspend, or Revoke an Alarm Permit	$75	flat fee		N
4	Citation Sign-Off (Non-Roseville Issued Citations)	$10	per request		Y
5	Traffic Collision Report	$10	per request		Y
6	Traffic Camera Footage & Photos				
	a) Footage and Photos	$25	per request		Y
	b) Digital Storage Device	$8	per request		Y
7	Digital Media Storage Device				
	a) CD / DVD	$2	per request		Y
	b) Flash Drive	$8	per request		Y
8	Impounded Vehicle Release Fee	$185	per vehicle	[b]	Y
9	Vehicle Tow Hearing	$90	per request		Y
10	Criminal Background / Good Conduct Letter (aka Records Check and Clearance Letter)	$20	per request		N
11	Commercial Indoor Firing Range Permit	$118	flat fee		Y

Police Department Fees

	Fee Description	FY 22-23 Fee	Unit	Note	Y'rly In'fltr
12	Retail Firearms Dealer License				
	a) Initial permit application	$118	flat fee		Y
	b) Renewal permit application	$118	flat fee		Y
13	Adult-oriented Business				
	a) Initial permit application				
	i) Permit fee	$308	flat fee		Y
	ii) Dept of Justice fee	$32	flat fee	[c]	N
	iii) LiveScan fingerprint rolling fee	actual cost	flat fee		N
	iv) Additional FBI fingerprinting fee, if applicable	$17	flat fee	[c]	N
	b) Renewal permit application				
	i) Permit fee	$308	flat fee		Y
14	Entertainment Permit				
	a) Initial permit application				
	i) Permit fee	$236	flat fee		Y
	ii) Dept of Justice fee	$32	flat fee	[c]	N
	iii) LiveScan fingerprint rolling fee	actual cost	flat fee		N
	iv) Additional FBI fingerprinting fee, if applicable	$17	flat fee	[c]	N
	b) Renewal permit application				
	i) Permit fee	$236	flat fee		Y
15	Ice Cream Vendor Permit Application				
	a) Initial permit application				
	i) Permit fee	$47	flat fee		Y
	ii) Dept of Justice fee	$32	flat fee	[c]	N
	iii) LiveScan fingerprint rolling fee	actual cost	flat fee		N
	iv) Additional FBI fingerprinting fee, if applicable	$17	flat fee	[c]	N
	b) Renewal permit application				
	i) Permit fee	$47	flat fee		Y
16	Massage Business Permit Application			[d]	
	a) Initial permit application				
	i) Permit fee	$145	flat fee		Y
	ii) Dept of Justice fee	$32	flat fee	[c]	N
	iii) LiveScan fingerprint rolling fee	actual cost	flat fee		N
	iv) Additional FBI fingerprinting fee, if applicable	$17	flat fee	[c]	N
	b) Renewal permit application				
	i) Permit fee	$35	flat fee		Y
17	Pawnbroker/Secondhand Dealer				
	a) Initial permit application				
	i) Permit fee	$118	flat fee		Y
	ii) Dept of Justice fee	$32	flat fee	[c]	N
	iii) LiveScan fingerprint rolling fee	actual cost	flat fee		N
	iv) Additional FBI fingerprinting fee, if applicable	$17	flat fee	[c]	N
	b) Renewal permit application				
	i) Permit fee	$76	flat fee		Y

Police Department Fees

	Fee Description	FY 22-23 Fee	Unit	Note	Y'rly In'fltr
18	Taxicab Driver Permit Application				
	a) Initial permit application				
	i) Permit fee	$50	flat fee		N
	ii) Dept of Justice fee	$32	flat fee	[c]	N
	iii) LiveScan fingerprint rolling fee	actual cost	flat fee		N
	iv) Additional FBI fingerprinting fee, if applicable	$17	flat fee	[c]	N
	b) Renewal permit application				
	i) Permit fee	$50	flat fee		N
19	Range Rental				
	a) 4 hour rental	$212	per 4-hr rental		Y
	b) 8 hour rental	$425	per 8-hr rental		Y
20	Noise Violation	actual cost of enforcement	per separate offense following first citation		Y
21	Extraordinary Law Enforcement Services (multiple responses to disturbance w/in 12-hrs)	actual cost of enforcement	per separate offense following first warning		Y
22	Supplemental Law Enforcement Services				
	a) Hourly Rates for Police Dept Personnel				
	i) Community Service Officers	$50	per hour		Y
	ii) Police Officers	$86	per hour		Y
	iii) Sergeants	$104	per hour		Y
	iv) Dispatchers	$67	per hour		Y
	b) Hourly Rates for Marked Vehicles				
	i) Base Rate	$25	per hour		N
	ii) Per mile rate, for each mile over 50	$0.585	per mile	[e]	N
23	Concealed Weapon License	n/a - issued by Placer County Sheriff		[f]	N

** Note regarding annual inflationary adjustment: For items billed at actual cost, the underlying hourly billing rates should inflate annually by the change in hourly labor rates and/or indirect cost rate multipliers.*

[a] Fines are determined by the combined number of both burglary and duress/robbery false alarms. Reimbursement may be waived by the police chief where uncommon circumstances not considered an emergency resulted in false alarm and where the permittee has undertaken to correct alarm system deficiencies.

[b] This fee shall be collected only from the registered owner or agent of the registered owner. This fee shall not apply to vehicles impounded as the result of automobile accidents, abatement program, or lien sale, unless the sale is sufficient in amount to pay the lienholder's total charges and administrative costs.

[c] This fee is not established by the City of Roseville. It may be collected on behalf of, or directly by, a third party (e.g. vendor; other public agency). The fee schedule is intended to mirror amounts adopted by third parties. If the amount charged by a third party changes, the amounts collected by the City on behalf of the third party are presumed to change simultaneously. Amounts shown in the fee schedule will be updated as soon as practicable after the City receives notice of the fee change.

[d] Fee amounts shown are for non-state certified massage therapist applications. There is no fee for State-certified massage therapists/practitioners registering to provide massage services or activities within the City of Roseville.

[e] Set to match IRS standard mileage rates.

[f] Any Roseville resident wishing to apply for a license to carry a concealed weapon shall be directed to the Placer County Sheriff's Office for permit application and the permit process.

Animal Licensing and Permit Fees

	Fee Description	FY 22-23 Fee	Unit	Note	Y'rly In'fltr
1	Animal License (Dog or Cat)				
	a) 1 Year				
	i) Certified altered animal	$24	each		Y
	ii) Non-altered animal	$48	each		Y
	iii) Senior Discount	$5 off standard fee	each		N
	b) 2 Years				
	i) Certified altered animal	$47	each		Y
	ii) Non-altered animal	$95	each		Y
	iii) Senior Discount	$10 off standard fee	each		N
	c) 3 Years				
	i) Certified altered animal	$70	each		Y
	ii) Non-altered animal	$142	each		Y
	iii) Senior Discount	$15 off standard fee	each		N
	d) Transfer of active license from other jurisdiction	$0	each		Y
2	Delinquent Penalty for Failure to Renew License within 15 days of Expiration				
	a) Altered dog	$5	flat fee		N
	b) Unaltered dog	$10	flat fee		N
3	Lost License or Tag	$5	flat fee		N
4	Rabies Test	Pass-through of actual cost	flat fee		N
5	Kennel License				
	a) Initial	$127	each		Y
	b) Renewal	$63	each		Y
6	Special Animal Permit				
	a) Initial	$63	each		Y
	b) Renewal	$63	each		Y
7	Voluntary Disposal Fee				
	a) Dogs and Other Animals Commonly Considered Pets	$42	per animal/litter		Y
	b) Wild Animals	$42	per animal		Y
8	Appeal of Decision to Destroy Vicious Animal	$100	flat fee		N

* Per RMC 7.16.070, license fees are waived for: service dog owned by a person with a need for assistance; dog used by any law enforcement personnel; dog owned by any government entity or political subdivision

Oversize Vehicle Permit Fees and Building Moving Permit Fees

	Fee Description	FY 22-23 Fee	Unit	Note	Y'rly In'fltr
1	Oversize Vehicle Permit				
	a) Single trip permit	$16	per vehicle	[a]	N
	b) Annual permit	$90	per vehicle	[a]	N
2	Building Moving Permit				
	a) Base Fee	$30	per request		Y
	b) Costs of plan review, utility and street light moving, tree trimming, traffic directing, etc.	actual costs	per request		Y

** Note regarding annual inflationary adjustment: For items billed at actual cost, the underlying hourly billing rates should inflate annually by the change in hourly labor rates and/or indirect cost rate multipliers.*

[a] Oversize vehicle permit fees set to match fees adopted by California Department of Transportation (CalTrans).

Parking Permit Fees

	Fee Description	FY 22-23 Fee	Unit	Note	Y'rly In'fltr
1	Residential Parking Permit	$0	per vehicle		N
2	Merchant Parking Permit				
	a) January 1st through December 31st	$20	per vehicle		N
	b) July 1st through December 31st	$10	per vehicle		N

* Permit is valid only for the calendar year issued. A merchant parking permit is issued to a specific vehicle and is not transferable. A valid merchant parking permit decal must be appropriately displayed on the left rear bumper or left rear window of the permittee's vehicle.

Special Event, Film, and Banner Permit Fees

	Fee Description	FY 22-23 Fee	Unit	Note	Y'rly In'fltr
1	Special Event Permit				
	a) Application Fee				
	i) Event that requires limited site/plan review, no closures, etc. (i.e. park rentals/activities, misc. events, etc.)	$160	per event	[a]	Y
	ii) Event that requires, but not limited to, street/parking lot closures, site/plan review, trail use, etc. (i.e. fun runs, festivals, parking garage, etc.)	$300	per event	[a]	Y
	b) Service Charges	actual costs			Y
	c) Park/facility rental fee	varies by location	per event		N
2	Photography and Filming Permit				
	a) Application Fee				
	i) Cast and Crew Totaling One to Three Persons	$160	per permit	[a],[b]	Y
	ii) Cast and Crew Totaling Four or More Persons; or with Street Closure	$300	per permit	[a],[b]	Y
	b) Service Charges	actual costs			Y
3	Banner Permit	$70			Y

[a] Application fees are non-refundable.

[b] Non-commercial photography and photography/film not requiring exclusivity does not need a permit. The Department Director may waive fees for bona fide student film/photography projects and non-profit projects. The permitting process for filming/photography is still applicable for these projects (i.e. permit is required). Service charges are still applicable.

** Note regarding annual inflationary adjustment: For items billed at actual cost, the underlying hourly billing rates should inflate annually by the change in hourly labor rates and/or indirect cost rate multipliers.*

Parks, Recreation, & Libraries Department Fees

	Fee Description	FY 22-23 Fee	Unit	Note	Y'rly In'fltr
1	Parks, Recreation, & Libraries Department Program, Class, Facility Use, and Service Fees	See Note		[a]	N
2	Capital Replacement Fee	Not to exceed 10% of program fee	per registration		N

[a] See Department for Recreation Guide and Programs, Events, and Classes information, Facility Use, and Service Fees. Information is updated seasonally. Fees are approved by the Department Director. Fees are established and updated using the Departmental Pricing Policy.

COUNCIL COMMUNICATION

CC #: 2438
File #: 0800-02

Title:	Pleasant Grove Wastewater Treatment Plant Energy Recovery Project - Natural Gas Service Agreement
Contact:	Tracie Mueller 916-774-5688 trmueller@roseville.ca.us

Meeting Date: 12/7/2022
Item #: 6.14.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council approve the Pacific Gas & Electric Company Natural Gas Service Agreement for the Pleasant Grove Wastewater Treatment Plant Energy Recovery Project's microturbines and adopt a resolution authorizing the City Manager to execute the agreement on behalf of the City.

BACKGROUND

The Energy Recovery Project is currently under construction to add energy recovery facilities at the Pleasant Grove Wastewater Treatment Plant (PGWWTP) that will beneficially utilize digester gas produced by the new treatment processes being constructed as part of the PGWWTP Expansion Project.

The PGWWTP Energy Recovery Project requires natural gas service for four 200 kW microturbines. The natural gas will be combined with residual digester gas from the Compressed Natural Gas (CNG) conditioning system to operate the microturbines. The microturbines will produce heat and power. The heat produced by the microturbines will be used to heat the two new digesters installed as part of the PGWWTP Expansion Project. The power produced by the microturbines will be used on site to offset plant demands.

The Natural Gas Service Agreement (NSGA) with Pacific Gas and Electric Company (PG&E) is required for the microturbine natural gas service. The agreement allows PG&E to provide the PGWWTP noncore natural gas transportation through PG&E's pipelines for the microturbines; however, the natural gas needs to be supplied by a gas marketer. The Environmental Utilities Department is working with Roseville Electric Department to use their contracted gas marketer for the required microturbine supply.

FISCAL IMPACT

The cost for the PG&E gas service to be supplied under this agreement will be funded by the Wastewater Operations Fund. Since this is an ongoing service agreement, the operating expenses will be budgeted annually in the Wastewater Operations Fund. The cost will be based on natural gas usage at PG&E's Gas Schedule G-EG Noncore Natural Gas Service. Staff anticipates the costs under this agreement will be approximately $6,000 in FY2022-23 and approximately $11,000 in FY2023-24 paid to PG&E from the Wastewater Operations Fund, which will be offset by reduced power costs.

ENVIRONMENTAL REVIEW

Implementation of the PGWWTP Energy Recovery Project including the PG&E facilities installed to provide the gas service included in the agreement were 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 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 PG&E agreement.

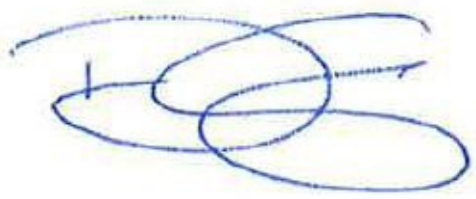
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Tracie Mueller, Senior Engineer

Richard Plecker, Environmental Utilities Director



_____

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 22-454

PG&E Natural Gas Service Agreement PGWWTP Recovery Project

RESOLUTION NO. 22-454

APPROVING A NATURAL GAS SERVICE AGREEMENT, BY AND BETWEEN PACIFIC GAS AND ELECTRIC COMPANY AND THE CITY OF ROSEVILLE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Natural Gas Service Agreement for the Pleasant Grove Wastewater Treatment Plant Energy Recovery Project's microturbines, by and between Pacific Gas and Electric Company and the City of Roseville, has been reviewed by the City Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

Distribution:

Customer	(Original)
Rates & Tarrifs	(Original)
Division	(Copy)
Gas Billing Solutions	(Copy)

Transp. ID No.:	7180792
Account ID:	
Service Agreement No:	9999999999
Acct. Rep:	Charlene Alvarez
Rep Co. Phone:	
Rep Ext. Phone:	(916) 500-8957
Corp. Acct. Rep.:	
Corp. External Phone:	
D&B No. or Taxpayer ID	94-6000409

NATURAL GAS SERVICE AGREEMENT

GENERAL

1. This Natural Gas Service Agreement (NGSA), between Pacific Gas and Electric Company (PG&E), a California Corporation, and CITY OF ROSEVILLE (Customer), a(n) Political Subdivision of the St of Calif. , (together referenced as "Parties"), is for gas service to (service address):

5051 West Park Drive
Roseville, CA 95747-

2. Customer agrees to pay for, and PG&E agrees to provide, natural gas service in accordance with the provisions of this NGSA, attached exhibits, and the applicable PG&E gas rate schedule(s) and rules, as approved by the Public Utilities Commission of the State of California (CPUC).

3. This NGSA includes, where applicable, Exhibit A (A.1, A.EG, A.NGV4, A.WSL, A.LNG (Rates and Metering Information)), Exhibit B (Contract Quantities), Exhibit C (Scheduling and Operations Data), and Exhibit D (Customer Contact and Billing Addresses). All applicable Exhibits are incorporated into and made a part of this NGSA. Exhibits may be amended from time to time in accordance with this NGSA.

4. Attached to this NGSA are applicable PG&E gas rate schedule(s) and rules in effect at the time of NGSA execution. Both Parties agree to abide by the provisions of the applicable rate schedule(s), as amended or their successor rate schedules, as well as all applicable PG&E gas rules and gas tariff schedules, as may be amended from time to time.

TERM

5. This NGSA shall be effective upon the date that both Parties have executed the agreement, or on 01/01/2023 (specify effective date). The initial term of this NGSA, unless otherwise specified in Exhibit A, will be twelve (12) months unless Customer ceases to take gas service at the facility served by this NGSA. After twelve (12) months, this NGSA will continue on a month to month basis unless terminated by Customer upon thirty (30) days' prior written notice to PG&E, or unless terminated by PG&E upon the approval of or an order by the CPUC. Termination by the Customer will take effect on the first day of the calendar month that occurs at least thirty (30) days after notification, unless otherwise agreed by PG&E. This NGSA will also terminate if Customer's gas use no longer qualifies for the rate schedule(s) specified in Exhibit A.

RATES AND CONTRACT QUANTITIES

6. The rate(s) to be charged for all natural gas service under this NGSA shall be specified in Exhibit A.

7. Contract quantities for all service under this NGSA are specified in Exhibit B.

MODIFICATION TO NGSA AND EXHIBITS

8. Revisions or modifications to this NGSA or its incorporated exhibits must be agreed to, by both Parties, subject to the conditions noted below.

9. Revisions to Exhibit A: A substitution of one rate schedule(s) for other rate schedules may only be made as specified in the provisions of the applicable rate schedule(s). Unless mutually agreed to by both Parties, a change from one rate schedule to another rate schedule may only be made once every twelve (12) months. Such revisions must be agreed to by both Parties. Unless otherwise agreed to by both parties, revisions will then take effect on the first day of the calendar month that occurs at least thirty (30) days after the request for the revision and remain in effect for a minimum of twelve (12) months. Negotiated provisions as specified in Exhibits A.2 or A.EG-NEG, if applicable, will be revised as specified in that exhibit.

10. Revisions to Exhibit B: Customer or PG&E may request to adjust the contract quantities specified in Exhibit B if there are changes in the equipment or operations at Customer's premises. Such changes must be consented to by the other party and a modified Exhibit B must be executed by both Parties. Such revisions will take effect as soon as they are processed by PG&E, unless Customer requests a later date.

11. Revisions to Exhibit C or D: Customer may request revisions to Exhibit C or D at any time. Such revisions will take effect as soon as they are received and processed by PG&E, unless Customer requests a later date. Revisions to Nominating Marketer and Nominating Marketer ID Numbers on Exhibit C and Formal Communications contact and mailing address on Exhibit D must be requested in writing. All other revisions to Exhibit C or D can be changed by Customer directly contacting PG&E. Nominating Marketer contact information may be changed by Customer or Nominating Marketer by directly contacting PG&E.

COMMUNICATIONS

12. Communications about routine operations such as start-ups, shut-downs, gas nominations and scheduling, should be directed by Customer to PG&E using the addresses specified in Exhibit C.

13. Formal communications concerning this NGSA shall be in writing. Formal communications are those for anything other than routine operations. Formal communications include, modifications to rate schedules, nominating marketers, and contract quantities. Formal communications are to be delivered to the appropriate address, as specified in Exhibit D. Either Party must designate by written notice any change of address to which formal communications should be sent.

BILLING

14. PG&E will bill Customer at the applicable rate(s) set forth in Exhibit A for natural gas service during the billing month.

15. PG&E will initially send Customer's monthly billings to the address specified in Exhibit D. Customer may request a change to the mailing address by directly contacting PG&E.

ASSIGNMENT

16. This NGSA shall not be assigned by either Party without the written consent of the other. Such consent shall not be unreasonably withheld. Any successor to or transferee or assignee of the rights of a Party, whether by voluntary transfer, judicial sale, foreclosure sale, or otherwise, shall be subject to all terms and conditions of this NGSA to the same extent as though such successor, transferee or assignee were an original Party. Assignment of this NGSA shall not release the assigning Party from any of the obligations under this NGSA unless such a release is agreed to in writing by the other Party and the assignee. Notwithstanding the above, assignment of the entire interest and obligations of PG&E hereunder may be made to a parent or Affiliate of PG&E, or to an entity succeeding to all or substantially all of the business properties and assets of PG&E, following written notice to Customer and without obtaining the written consent of the Customer.

EXCLUSIVE NATURE AND INTERPRETATIONS

17. With the exception of the CPUC-approved tariff and rule changes as provided in paragraph 27, and for changing contact names, mailing addresses, e-mail addresses, phone and fax numbers as provided for in paragraphs 8, 11, and 15, no subsequent modification or amendment of this NGSA or of any of its exhibits shall be effective unless in writing, and accompanied by a Natural Gas Service Agreement Modification Revised Exhibits Form (Form No. 79-757) signed by a duly authorized representative of each Party.

18. This NGSA does not change the obligations, restrictions or rights contained in other agreements between Parties unless expressly indicated in this NGSA. Customer and PG&E agree that all understandings between them regarding the gas service to be provided under this NGSA are set forth or referenced in this NGSA. No agreements, representations, memoranda, or any other form of communication, written or oral, exchanged before the signing of this NGSA (other than PG&E's tariffs), shall be grounds for altering or interpreting the terms of this NGSA.

19. The waiver by either Party of any breach of any term, covenant or condition contained in this NGSA, or any default in the performance of any obligations under this NGSA, shall not be deemed to be a waiver of any other breach or default of the same or any other term, covenant, condition or obligation. Nor shall any waiver of any incident of breach or default constitute a continuing waiver of the same.

20. This NGSA shall be interpreted under the laws of the State of California, excluding any choice of law rules which may direct the application of the laws of another jurisdiction. This NGSA and the obligations of the Parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this NGSA (or the successors of those authorities).

21. Complaints against PG&E arising out of this NGSA may be asserted or filed and shall be enforced only under the provisions of Section 1702 of the Public Utilities Code. Each Party shall be entitled to recover reasonable costs, including attorney fees, to collect payment for services previously performed or other amounts due and owing under this NGSA.

22. Nothing in this NGSA shall be construed to create any duty to, any standard of care with reference to, or any liability to any third party.

23. PG&E shall have no liability to Customer, or any assignee thereof, for any curtailments, interruptions of service or losses of gas pursuant to this Agreement, PG&E's gas Rules or rate schedules. The liability of PG&E for any curtailments, interruptions of service, or gas losses otherwise arising out of mistakes, omissions, interruptions, delays, errors or defects in any of the gas services or facilities used or furnished by PG&E shall in no event exceed an amount equal to any applicable pro rata charges for the period during which the services or facilities are affected by the mistake, omission, interruption, loss, delay, error or defect; provided, however, that the provisions hereof shall not apply to damages caused by willful misconduct, fraudulent conduct or violations of law by PG&E.

24. No Party under this Agreement shall be assessed any special, punitive, consequential, incidental, or indirect damages, whether in contract or tort (including negligence) or otherwise, for any breach, actions, or inactions arising from, out of, or related to this Agreement.

FORCE MAJEURE

25. In the event either Customer or PG&E is rendered unable, wholly or in part, by *force majeure* to carry out its obligations under this Agreement, it is agreed that, upon such Party giving notice as soon as practicable in writing (or as soon as practicable by facsimile or telephone if confirmed in writing within seventy-two (72) hours) but in no event delivered to the other Party later than five (5) business days after the onset of the *force majeure* condition, then the obligations of the Party giving such notice, so far as they are affected by such *force majeure,* shall be suspended during the continuance of the effects of the cause; provided that such notice shall give the other Party reasonably full particulars of such *force majeure,* including the circumstances preventing or delaying performance hereunder; and provided that the Party subject to such *force majeure* shall remedy it so far as possible with all reasonable dispatch; and further provided that no *force majeure* shall be cause for delay in the payment for services rendered prior to its inception.

26. The term *"force majeure,"* as employed herein, shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, wars, blockage, insurrection, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, high water, washouts, civil disturbances, explosions, breakage or accident to machinery or lines of pipe, the necessity for making non-routine repairs or non-routine alterations to machinery or lines of pipe, freezing lines of pipe, acts of civil or military authority (including, but not limited to, courts, or administrative or regulatory agencies), and any other cause, whether of the kind herein enumerated or otherwise, not within the control of the Party claiming suspension and which, by the exercise of due diligence, that Party is unable to prevent or overcome.

a. It is understood and agreed that the settlement of strikes or lockouts shall be entirely within the discretion of the Party having the difficulty, and the above requirement that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes or lockouts when such course is inadvisable in the discretion of the Party having the difficulty.

b. It is understood and agreed that "force majeure" as used herein shall <u>not</u> include scheduled and routine maintenance and repairs of machinery and lines of pipe, operational flow orders, emergency flow orders, or diversion orders in accordance with PG&E Gas Rule 14, financial considerations, or the unavailability of upstream or downstream transportation or supply.

REGULATORY

26. Customer shall not take any action which may subject PG&E's gas operations to the jurisdiction of the Federal Energy Regulatory Commission (FERC) or any successor to the FERC. Any such action is cause for the immediate termination of this NGSA.

27. This NGSA shall at all times be subject to any changes or modifications the CPUC may direct from time to time in the exercise of its jurisdiction. Such changes or modifications may be to this NGSA or to PG&E's applicable tariff schedules and rules.

AGREED TO BY:

(For Customer)	(For PG&E)
(Signature)	(Signature)
Dominick Casey	Eric Linkugel
Name of Authorized Representative (Please print or type)	Name of Authorized Representative (Please print or type)
City Manager	Sr. Mngr., Customer Success Management
(Title)	(Title)
(Signature Date)	(Signature Date)

Attachments: Exhibits:

[X] Exhibit A.EG - Rates and Term
[X] Exhibit B - Contract and Quantities
[X] Exhibit C - Scheduling and Operations Data
[X] Exhibit D - Customer Contact and Billing Address

Tariffs: G-EG,G-BAL,G-SUR G-NR1, G-NT

Gas Rules 1, 2, 9, 10, 11, 12, 14, 17, 21, 29

EXHIBIT A.EG - RATES AND METERING INFORMATION

CUSTOMER NAME: CITY OF ROSEVILLE **Transp. ID No:** 7180792

I. TERM:

The provisions specified in this Exhibit A.EG will take effect on 01/01/2023 (date), with an initial term of twelve (12) months. After the initial term, these provisions will continue on a month-to-month basis until terminated or revised by Customer or by PG&E (as specified in the NGSA), upon thirty (30) days written notice to PG&E. Termination or revision by the Customer will take effect on first day of the calendar month that occurs at least thirty (30) days after notification, unless otherwise agreed by PG&E. Per gas Rule 12, certain noncore Customers are prohibited from reclassification to core service. If this Exhibit A.EG has been revised, indicate the effective date of the latest revision here: _____ (revision effective date).

II. NONCORE RATE SCHEDULES:

Transportation: Customer elects to receive noncore natural gas transportation service under the terms and conditions of Schedule G-EG. All noncore natural gas transportation that does not qualify under Schedule G-EG is provided under the terms and conditions of Schedule G-NT. Please list all Nominating Marketers having the authority to make daily gas nominations in Exhibit C, unless G-EG is taken in conjunction with a core rate schedule and gas is provided by a Core Procurement Group.

III. CORE RATE SCHEDULE(S):

This Section must be completed if Customer is taking transportation and/or procurement service under a core rate schedule in conjunction with Schedule G-EG.

[X] Non-PG&E supplied gas under Schedule G-NR1 (PG&E transportation service only).
Procurement service cannot be supplied by a Core Procurement Group.
Please list all Nominating Marketers having the authority to make daily gas nominations in Exhibit C.

[ ] Gas supplied by a Core Procurement Group in conjunction with Schedule
This option is only available to a facility that 1) qualifies as a cogeneration facility pursuant to California Public Utilities Code Section 218.5 and 2) has a rated generation capacity of less than five-hundred kilowatts (500 kW) and 3) does not have a generation usage exceeding 250,000 therms per year.
If gas is supplied by a Core Transport Agent (CTA), indicate the CTA Group name and number in Special Billing instructions

IV. FRANCHISE FEE SURCHARGE EXEMPT:

[Yes] Enter Yes in box if Customer's usage is exempt from charges under Schedule G-SUR because Customer is a political subdivision of the state of California. [1]

1 The exemptions are specified in Schedule G-SUR.

EXHIBIT A.EG - RATES AND METERING INFORMATION

CUSTOMER NAME: CITY OF ROSEVILLE **Transp. ID No:** 7180792

V. METERING INFORMATION:

Metering and service point information will be completed and updated by PG&E, as needed.

GAS METER INFORMATION:

Service Point No.	Meter Badge Number	Submeter Badge No. [2]	Meter Serves Core or Noncore [3]	BB or Trans. or Dist. [4]	Does Meter only Serve Gen. Load [5]	Is Gen Load Cogen [6]
5927421404	61914914		Core	Trans	NO	NO
6583225856	61914910		Noncore	Trans	YES	YES

NET ELECTRIC OUTPUT METER INFORMATION IF GAS METER SERVES BOTH GENERATION AND NON-GENERATION LOAD: Metering and service point information will be completed and updated by PG&E, as needed. Customer-Owned metering is at PG&E's Sole Discretion.

Net Electric Output Service Point No.	Meter Badge Number	Submeter Badge Number

The Net Electric Output meter is owned by: (indicate below)

[ ] Customer-Owned: Monthly meter reads will be provided by: ____ Customer or by ____ PG&E (indicate by placing a check in the appropriate space).

[ ] PG&E-Owned.

---

2 Completed only if a subtractive meter to the primary meter exists for service point number.

3 Meters for new NGSAs or meters added to existing NGSAs must serve either 100% core or 100% noncore load. If meter serves generation load and the otherwise-applicable rate is a core rate schedule or the Customer is receiving procurement from a Core Procurement Group, "Core" will be entered.

4 This area is used to indicate if the meter is to be billed at the Backbone Level Rate ("BB") under schedule G-EG. If meter serves noncore load that is not billed at the Backbone Level Rate, the designation will be "Trans" or "Dist" to indicate whether meter is connected to the Transmission or Distribution System respectively If meter serves core load, the designation "Dist" is used.

5 "Yes" indicates the meter serves only electric generation (EG). "No" indicates the meter serves only non-generation Load. "Both" indicates the meter serves both generation and non-generation load.

6 "Yes" indicates that the generation facility qualifies as a cogeneration facility pursuant to California Public Utilities Code 218.5, otherwise, "No" will be entered. Gas that is used for generation through this meter is exempt from G-SUR charges. The exemption is specified in Schedule G-SUR.

EXHIBIT A.EG - RATES AND METERING INFORMATION

CUSTOMER NAME: CITY OF ROSEVILLE **Transp. ID No:** 7180792

VI. HEAT RATE AND GENERATOR CAPACITY:

Enter Generator Capacity for all Customers. The Annual Average Heat Rate must be completed if the electric generation equipment does not have a separate PG&E installed gas meter. All delivered gas that does not qualify for Schedule G-EG will be billed at the otherwise applicable rate. The Annual Average Heat Rate can be adjusted by PG&E based on actual recorded values.

Generator Capacity 800 (kW)

Annual Average Heat Rate 10,300 (BTU/kWh)

VII. SPECIAL BILLING INSTRUCTIONS:

(4x200 kW microturbines) Capstone C800

No NGOM - meter# 61914914 serves the boilers

Heat Rate should be validated with customer if using the heat rate to bill G-EG volumes

EXHIBIT B - CONTRACT QUANTITIES

CUSTOMER NAME: CITY OF ROSEVILLE **Transp. ID No:** 7180792

This Exhibit B was modified on 1/1/2023 (Date)

I. MAXIMUM DAILY QUANTITY

Customer must designate a Maximum Daily Quantity (MDQ) for all service provided under the NGSA. The MDQ is based on the historical maximum single day use at the facilities served under the NGSA. The MDQ may be adjusted if Customer can document to the satisfaction of PG&E that changes in Customer's operations warrant a modified MDQ. The MDQ, plus in-kind shrinkage, will be the maximum amount of gas that Customer will be allowed to deliver into PG&E's service territory on any day.

MAXIMUM DAILY QUANTITY (MDQ): 115 decatherms.

II. MONTHLY AND ANNUAL CONTRACT QUANTITIES

For purposes of this Exhibit, quantities (specified in decatherms) are identified by column as follows:

Column A. Total Monthly Quantities (TMQ) of **Core Service**
Column B. Total Monthly Quantities (TMQ) of **Noncore Service**
Column C. Number of Operating Days in the Month

All quantities represent volumes delivered to Customer's premises, and do not include in-kind shrinkage on the PG&E system.

The Average Daily Quantity (ADQ) is equal to the TMQ in Column A plus the TMQ in Column B, divided by the Operating Days in Column C.

	Column A Core (Dth)	Column B Noncore (Dth)	Column C Operating Days In Month
January :	61	2,847	31
February :	61	2,847	28
March :	61	2,847	31
April :	61	2,847	30
May :	61	2,847	31
June :	61	2,847	30
July :	61	2,847	31
August :	61	2,847	31
September :	61	2,847	30
October :	61	2,847	31
November :	61	2,847	30
December :	61	2,847	31

Form 79-756, Exhibit B
Advice 4350-G-A/6050-E-A
March 2021

Automated Document, Preliminary Statement Part A

EXHIBIT C - SCHEDULING AND OPERATIONS DATA

CUSTOMER NAME: CITY OF ROSEVILLE **Transp. ID No:** 7180792

I. NOMINATING MARKETER:

Customer shall list the Nominating Marketer(s) having the authority to nominate gas deliveries to PG&E. All listed Nominating Marketers will be allowed access to gas metering data and Exhibit B Contract quantities, unless otherwise indicated by Customer by checking the appropriate boxes below each Nominating Marketer. Customer can also designate one Nominating Marketer as having the authority to trade monthly imbalances on Customer's behalf by checking the appropriate box below.

This Exhibit C is effective on 01/01/2023 (date), and will remain in effect until it is revised or the NGSA is terminated.

NOMINATING MARKETER : [1] **MARKETER ID NUMBER:** 1021

CO. NAME: Shell Energy North America (US), L.P.
ADDRESS: 4445 Eastgate Mall, Suite 100
CITY/STATE/COUNTRY: San Diego, CA ZIP CODE: 92121-
CONTACT: Lisa Kinsey PHONE NO.: (858) 526-2127
ALTERNATE NO.: FAX NO.: (858) 320-2656

Customer can check one or more of the boxes below to indicate the appropriate authorization:

[ ] This Nominating Marketer **cannot** have access to gas metering data.
[ ] This Nominating Marketer **cannot** view the contract quantities indicated in Exhibit B.
[X] Customer authorizes this Nominating Marketer to execute monthly imbalance trades, as specified in Schedule G-BAL. [2]

II. CUSTOMER OPERATING CONTACT

Nominating Customer ID Number: (if Customer makes gas supply nominations)

CO. NAME: CITY OF ROSEVILLE
ADDRESS: 5051 West Park Drive
CITY/STATE/COUNTRY: Roseville, CA ZIP CODE: 95747
CONTACT: Jason Fick PHONE NO.: (916) 746-1940
ALTERNATIVE NO.: (916) 223-3476 FAX NO.:

Note: OFO, EFO and Curtailment notification will only be sent to the Rule 14 Notification E-mail addresses specified on Exhibit D.

III. PG&E GAS SCHEDULING & OPERATIONS:

COMPANY NAME: **PACIFIC GAS and ELECTRIC COMPANY**
ADDRESS/CITY/STATE: 77 Beale St. Room 1645 San Francisco, CA 94106
CONTACT: Transportation Coordinator PHONE NO.: (415) 973-2424
ALTERNATE NO.: (415) 973-3216 (24 hr.) FAX NO.: (415) 973-0649

---

[1] Communications by a Nominating Marketer shall be binding on Customer and shall prevail if there is any conflict with information regarding nominations or receipt of gas from Customer. The Nominating Marketer shall act on behalf of Customer for as long as the Nominating Marketer is listed in the Exhibit C of Customer's NGSA, unless a formal written notification is received by PG&E that such arrangement no longer exists.

[2] Only one Nominating Marketer can be granted authority to trade imbalances. Unless Customer has executed a Noncore Balancing Aggregation Agreement, Exhibit A, Form 79-869 with a Nominating Marketer or other third-party service provider, Customer remains responsible for any and all charges associated with Schedule G-BAL and Rule 14.

EXHIBIT D - CUSTOMER CONTACT AND BILLING ADDRESSES

Customer Name: CITY OF ROSEVILLE **Transp. ID No:** 7180792

Directions: Check the type of communication for each of the following addresses where applicable. Any of the names or addresses listed below may be changed upon notification from Customer as specified in the NGSA. Customer can only designate one Formal Communications Address.

This Exhibit D is effective on 1/1/2023 (date), and will remain in effect until it is revised or the NGSA is terminated. If this Exhibit D has been revised, indicate the effective date of the latest revision here: 10/25/2022 (revision effective date).

[X] FORMAL COMMUNICATION [X] IMBALANCE STATEMENT ADDRESS

[ ] BILLING ADDRESS

CO. NAME: CITY OF ROSEVILLE
ADDRESS: 5051 West Park Dr
CITY/STATE/COUNTRY: Roseville, CA USA ZIP CODE: 95747-
CONTACT: Tracie Mueller PHONE NO.: (916) 774-5688
ALTERNATE NO.: (916) 259-6693 FAX NO.:

[X] BILLING ADDRESS [ ] IMBALANCE STATEMENT ADDRESS

CO. NAME: CITY OF ROSEVILLE
ADDRESS: 5051 West Park Dr
CITY/STATE/COUNTRY: Roseville, CA USA ZIP CODE: 95747-
CONTACT: Jason Fick PHONE NO.:
ALTERNATE NO.: FAX NO.:

OFO/EFO NOTIFICATIONS Please provide at least one e-mail address - Maximum of 5

NAME	E-MAIL ADDRESS
JASON FICK	JFICK@ROSEVILLE.CA.US

PG&E FORMAL COMMUNICATIONS:

TO PG&E: Pacific Gas and Electric Company
DIVISION: SACRAMENTO
ADDRESS: 343 Sacramento St
CITY/STATE/ZIP CODE: Auburn, CA 95603
ATTENTION: BES Customer Relationship Manager

COUNCIL COMMUNICATION

CC #: 2431
File #: 1002-04

Title:	Campus Oaks Well Site – Acceptance of Irrevocable Offer of Dedication of Land
Contact:	Janice Gainey 916-774-5535 jrgainey@roseville.ca.us

Meeting Date: 12/7/2022
Item #: 6.15.

RECOMMENDATION TO COUNCIL

It is recommended that the City Council take the following action:

1. Adopt the attached resolution accepting the in fee irrevocable offer of dedication of Lot 24 as offered on the Large Lot Final Map of Campus Oaks recorded in Book DD of Maps, Page 47, as described in attached Exhibit A and depicted on Exhibit B.
2. Authorize the City Manager to execute any and all other documents as may be necessary to effect the recordation and enforcement of this acceptance.
3. Authorize the City Clerk or her designee to record the Resolution of Acceptance at the Recorder's Office of Placer County.

BACKGROUND

The City is actively implementing an Aquifer Storage and Recovery (ASR) Program, which involves construction of ASR wells capable of both water injection and groundwater extraction. The City is preparing a Request for Proposals (RFP) for drilling of both the Campus Oaks (well 13) and Misty Wood (well 19) ASR wells. Prior to the City entering into a construction agreement, the City must first take ownership of the Campus Oaks well site property. The Misty Wood well site property is already owned by the City.
On December 16, 2015, the City approved the Large Lot Final Map of Campus Oaks and it was subsequently recorded on December 23, 2015, in Book DD of Maps, Page DD in the office of the Recorder of Placer County. On the final map, Lot 24 was irrevocably offered in fee to the City as a site for a future well site and the City rejected the offer, but reserved the right to accept it at a later date. Under the Subdivision Map Act, offers of dedication rejected by the legislative body remain open and can be accepted by resolution at a later date.

Staff has determined that it would benefit the City to take ownership of the Campus Oaks well site property in order to facilitate the completion of the Campus Oaks Well project, thereby providing additional water supply reliability within the City. Therefore, staff recommends that the City accept the in fee irrevocable offer of Lot 24, the future site of the Campus Oaks Well site.

FISCAL IMPACT

There is no fiscal impact to the City associated with this approval.

ENVIRONMENTAL REVIEW

Council approval of the resolution accepting the in fee irrevocable offer of dedication is an action that is subject to CEQA. Project level CEQA compliance for the project was accomplished with the preparation of the Hewlett Packard Master Plan EIR, adopted in 2015 (SCH#95112022), and subsequent CEQA addendums for the Hewlett Packard Campus Oaks Master Plan. The proposed well was evaluated in the Aquifer Storage and Recovery (ASR) Program Draft and Final EIR certified in 2012 (SCH 2009072018). Because the action is consistent with the project evaluated in the previously certified and adopted CEQA documents, no new affects would be expected to occur and all applicable mitigation measures from the CEQA documents will be implemented. As such, no additional CEQA action is required at this time.

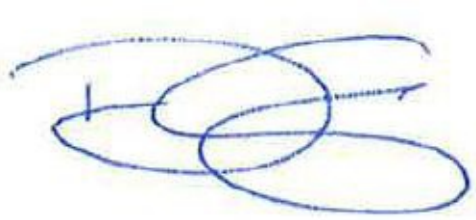
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Janice Gainey, Senior Engineer

Richard Plecker, Environmental Utilities Director



_____

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 22-444

Exhibit A - Legal Description

Exhibit B - Map

Large Lot Final Map of Campus Oaks

RESOLUTION NO. 22-444

ACCEPTING THE IN FEE IRREVOCABLE OFFER OF DEDICATION OF LOT 24 AS OFFERED ON THE LARGE LOT FINAL MAP OF CAMPUS OAKS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE ANY AND ALL DOCUMENTS AS MAY BE NECESSARY TO EFFECT THE RECORDATION AND ENFORCEMENT OF THIS ACCEPTANCE ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, in 2015, the City Council approved a Large Lot Map for Campus Oaks and it was recorded on December 23, 2015, in Book DD of Maps, Page 47, in the office of the Recorder of Placer County; and

WHEREAS, on the final map, Lot 24 was irrevocably offered in fee to the City as a site for a future well site and the City rejected the offer, but reserved the right to accept it at a later date; and

WHEREAS, under the Subdivision Map Act, offers of dedication rejected by the legislative body remain open and can accepted by resolution at a later date; and

WHEREAS, staff has determined that it would benefit the City to take ownership of the Campus Oaks well site in order to facilitate the completion of the Campus Oaks Well project thereby providing additional water supply reliability within the City; and

WHEREAS, staff recommends that the City accept the in fee irrevocable offer of Lot 24, the future site of the Campus Oaks Well site.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Roseville that said In Fee Irrevocable Offer of Dedication, as described in Exhibit A and depicted on Exhibit B, is hereby accepted.

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute any and all documents as may be necessary to effect the recordation and enforcement of this acceptance on behalf of the City of Roseville, and the City Clerk is directed to record the Resolution of Acceptance with the Placer County Recorder.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

Exhibit “A”

Legal Description of the Campus Oaks Well Site Parcel

All that certain real property situated in the City of Roseville, County of Placer, State of California, situated in Section 20, Township 11 North, Range 6 East, Mount Diablo Meridian, more particularly described as follows:

ALL OF LOT 24, AS SAID LOT 24 IS SHOWN AND SO DESIGNATED ON THAT CERTAIN MAP ENTITLED “LARGE LOT FINAL MAP CAMPUS OAKS SUBDIVISION NO. PL14-0373” AND FILED FOR RECORD ON DECEMBER 23, 2015, IN BOOK DD OF MAPS AT PAGE 47, PLACER COUNTY RECORDS.

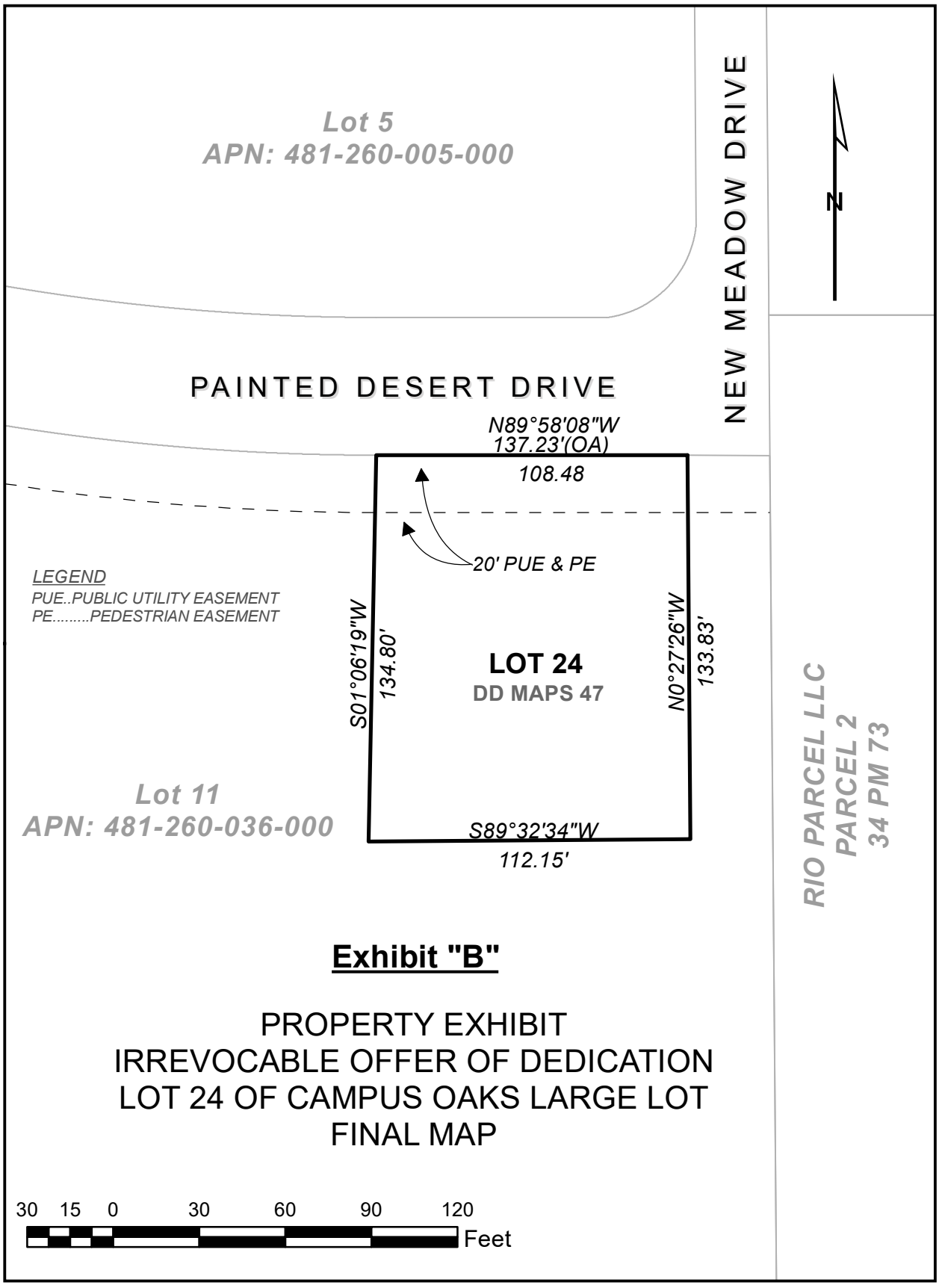


Exhibit "B"

PROPERTY EXHIBIT
IRREVOCABLE OFFER OF DEDICATION
LOT 24 OF CAMPUS OAKS LARGE LOT
FINAL MAP

30 15 0 30 60 90 120
Feet

OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CERTIFY THAT THEY ARE THE ONLY PERSONS HAVING ANY RECORD TITLE INTEREST IN THE REAL PROPERTY INCLUDED WITHIN THIS LARGE LOT FINAL MAP OF CAMPUS OAKS, AND THEY HEREBY CONSENT TO THE PREPARATION AND RECORDING OF THIS LARGE LOT FINAL MAP OF CAMPUS OAKS; AND THEY OFFER FOR DEDICATION HEREON AND HEREBY DEDICATE TO THE PUBLIC FOR THE HEREINAFTER DESCRIBED PURPOSES, THE FOLLOWING:

THE REAL PROPERTY DESCRIBED BELOW IS IRREVOCABLY OFFERED FOR DEDICATION IN FEE FOR PUBLIC PURPOSES:

A. STREETS NEW MEADOWS DRIVE, HP WAY, CRIMSON RIDGE, PAINTED DESERT DRIVE, WOODCREEK OAKS BOULEVARD AND CAMPUS PARKWAY (INCLUDING ALL IMPROVEMENTS THEREON) AS SHOWN HEREON ARE IRREVOCABLY OFFERED FOR DEDICATION AS PUBLIC RIGHT OF WAY.

B. AS PUBLIC RIGHT OF WAY PURPOSES ON, OVER, AND ACROSS THOSE STRIPS OF LAND SHOWN HEREON AND DESIGNATED "I.O.D.".

C. LOTS A, C, AND G FOR PARK PURPOSES.

D. LOTS D AND E FOR OPEN SPACE PURPOSES.

E. LOTS B AND F FOR PASEO PURPOSES AND OPEN SPACE.

F. LOT 24 AS A WELL SITE.

G. LOT 6 AS A FIRE STATION SITE.

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

H. PUBLIC UTILITY EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF, BUT NOT LIMITED TO, WATER, GAS, SANITARY SEWER PIPES AND APPURTENANCES PERTAINING THERETO, AND FOR UNDERGROUND WIRES AND CONDUITS AND ABOVE GROUND APPURTENANCES PERTAINING THERETO FOR ELECTRIC, TELEVISION, AND TELEPHONE SERVICES AND FOR TRAFFIC CONTROL APPURTENANCES ON, OVER, UNDER, AND ACROSS THOSE STRIPS OF LAND SHOWN HEREON AND DESIGNATED "P.U.E." (PUBLIC UTILITY EASEMENT).

I. SEWER EASEMENTS FOR PIPELINE PURPOSES AND INCIDENTALS THERETO, INCLUDING BUT NOT LIMITED TO THE CONSTRUCTION AND MAINTENANCE OF A GRAVITY OR PRESSURE SEWER LINE, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS UPON, OVER, UNDER AND ACROSS A STRIP OF LAND SHOWN HEREON AND DESIGNATED "SEWER EASEMENT"

J. PUBLIC EASEMENTS FOR THE PASSAGE OF PEDESTRIAN TRAFFIC TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER AND ACROSS THOSE STRIPS OF LAND SHOWN HEREON AND DESIGNATED AS "P.E." (PEDESTRIAN EASEMENT).

END OF PUBLIC DEDICATIONS

BBC ROSEVILLE OAKS, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY

BY: _____

Stephen L. Des Jardins, Member
PRINT NAME AND TITLE

NOTARY ACKNOWLEDGMENT

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

STATE OF CALIFORNIA
COUNTY OF Placer

ON December 16, 2015 BEFORE ME, Jeannine Bricker NOTARY PUBLIC
PERSONALLY APPEARED Stephen L. Des Jardins
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 Jeannine Bricker
NOTARY PUBLIC, STATE OF CALIFORNIA

MY COMMISSION NO 2124004 AND EXPIRES ON: Sep. 16, 2019
MY PRINCIPLE PLACE OF BUSINESS: Placer COUNTY

Jeannine Bricker — Jeannine Bricker
SIGNATURE — PRINT NAME

CITY CLERK'S STATEMENT

I HEREBY CERTIFY THAT THE CITY COUNCIL, CITY OF ROSEVILLE, HAS APPROVED THIS FINAL MAP OF "LARGE LOT FINAL MAP OF CAMPUS OAKS", AND HAS ACCEPTED ON BEHALF OF THE PUBLIC, SUBJECT TO IMPROVEMENT, THE EASEMENTS OFFERED HEREON FOR DEDICATION, BUT HAS REJECTED AT THIS TIME ON BEHALF OF THE PUBLIC, BUT RESERVES THE RIGHT TO ACCEPT AT A LATER DATE, ALL THE IRREVOCABLE OFFERS OF DEDICATION IN ACCORDANCE WITH THE TERMS OF THOSE OFFERS. THE CITY COUNCIL HAS ALSO APPROVED THE ABANDONMENT OF THE RIGHTS OF WAY AND EASEMENTS LISTED HEREON.

12/17/15 — Ilona Vrazel
DATE — CITY CLERK, CITY OF ROSEVILLE

BY: _____
ASSISTANT CITY CLERK, CITY OF ROSEVILLE

PUBLIC AGENCY RECONVEYANCE CERTIFICATE

PURSUANT TO SECTION 66477.5 OF THE SUBDIVISION MAP ACT, SHOULD THE CITY OF ROSEVILLE DETERMINE THAT THE PUBLIC PURPOSE FOR WHICH LOTS 6 AND 24 ARE DEDICATED NO LONGER EXISTS, THE CITY OF ROSEVILLE SHALL RECONVEY THE PROPERTY TO THE GRANTOR, WHOSE CURRENT ADDRESS IS LISTED BELOW, OR TO THEIR SUCCESSOR(S) IN INTEREST.

SUBDIVIDER: BBC ROSEVILLE OAKS, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY

ADDRESS: 130 DIAMOND CREEK PLACE, STE. 1, ROSEVILLE, CALIFORNIA 95747

RECORDER'S STATEMENT

ACCEPTED FOR RECORD AND FILED IN THE OFFICE OF THE COUNTY RECORDER OF PLACER COUNTY, STATE OF CALIFORNIA, THIS 23 DAY OF December 2015 AT 3:07 P.M. IN BOOK DD OF MAPS AT PAGE 47, PLACER COUNTY RECORDS, AT THE REQUEST OF ANDREGG GEOMATICS.

FEE: $38.00
FILE NO: 2015-0110141

JIM MCCAULEY
PLACER COUNTY RECORDER
BY: _____ DEPUTY

SURVEYOR'S STATEMENT

THIS LARGE LOT FINAL MAP OF CAMPUS OAKS 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 BBC ROSEVILLE OAKS LLC IN AUGUST, 2015. I HEREBY STATE THAT THIS LARGE LOT FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP; THAT ALL MONUMENTS SHOWN HEREON ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED BY NOVEMBER 1, 2017 AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

ANDREGG GEOMATICS

PROFESSIONAL LAND SURVEYOR — DENNIS GEOFFREY MEYER — LS 4751 — EXPIRES SEPT 30, 2017 — STATE OF CALIFORNIA

12-08-2015
DENNIS GEOFFREY MEYER, LS 4751 DATE
LICENSE EXPIRES: 09/30/2017

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS LARGE LOT FINAL MAP OF CAMPUS OAKS 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.

12/16/15
MARC STOUT, RCE 69879 DATE
CITY ENGINEER, CITY OF ROSEVILLE
LICENSE EXPIRES: 9/30/2016

I HEREBY STATE THAT I AM SATISFIED THAT THIS LARGE LOT FINAL MAP OF CAMPUS OAKS IS TECHNICALLY CORRECT.

FOR MARC STOUT, CITY ENGINEER, CITY OF ROSEVILLE

PROFESSIONAL LAND SURVEYOR — TIMOTHY G. BLAIR — No. 8278 — EXP. 12/31/15 — STATE OF CALIFORNIA

12/16/15
TIMOTHY G. BLAIR, LS 8278 DATE
LICENSE EXPIRES: 12/31/2015

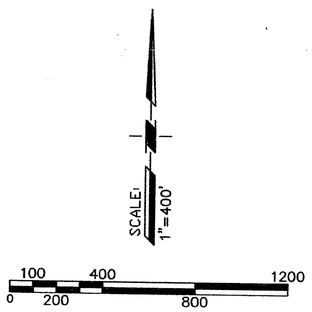
LARGE LOT FINAL MAP
CAMPUS OAKS
SUBDIVISION No. PL14-0373
ALL OF PARCELS 1, 2, 3 AND 4 OF THE CAMPUS OAKS PARCEL MAP BOOK 35 OF PARCEL MAPS, PAGE 75, PCR LYING WITHIN A PORTION OF SECTIONS 20 & 29, T.11 N., R.6 E., M.D.B.M.
CITY OF ROSEVILLE
PLACER COUNTY, CALIFORNIA
DECEMBER 2015

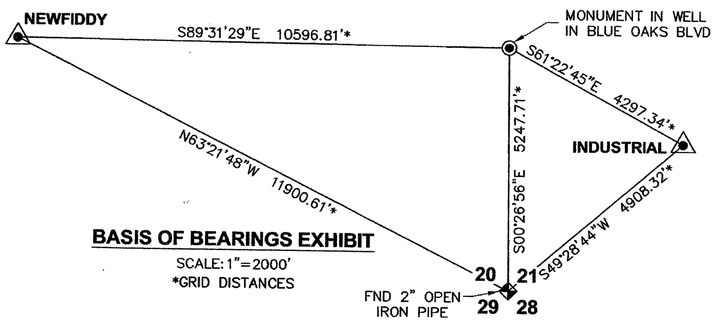
ANDREGG GEOMATICS
www.andregg.com
800-400-7072

X:\C3D\1444910\dwg\1444910FM.dwg, 12/08/15 10:33:04am, robj

LEGEND

- ◆ . . FOUND SECTION CORNER, QUARTER CORNER AS NOTED
- ◉ . . FOUND STANDARD CITY MONUMENT IN MONUMENT WELL
- ⌀ . . FOUND 3/4" IRON PIN WITH COPPER COLLAR STAMPED LS8371
- ● . . FOUND MONUMENT AS NOTED
- ⊡ . . SET STANDARD CITY MONUMENT IN MONUMENT WELL STAMPED LS4751
- ⌀ . . SET 3/4" IRON PIN WITH COPPER COLLAR STAMPED LS4751
- o . . DIMENSION POINT–NOTHING FOUND OR SET
- I.O.D. . . IRREVOCABLE OFFER OF DEDICATION
- P.U.E. . . PUBLIC UTILITY EASEMENT
- P.E. . . PEDESTRIAN EASEMENT
- (OA) . . OVERALL DIMENSION
- (1) . . RECORD PER 35 PM 75, PCR





BASIS OF BEARINGS EXHIBIT

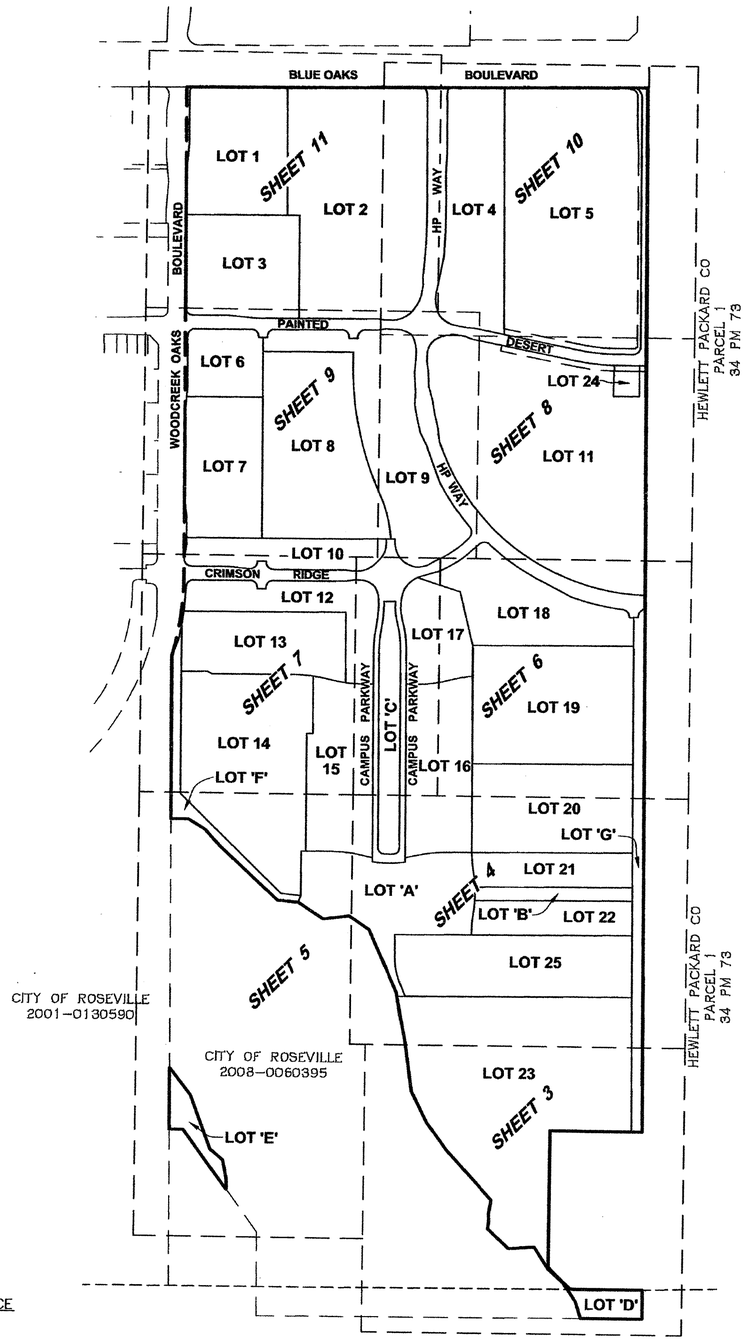
SCALE: 1"=2000'
*GRID DISTANCES

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS MAP IS NAD 83, CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 2, EPOCH DATE 2010, BASED ON GPS TIES TO THE CALIFORNIA HIGH PRECISION GEODETIC NETWORK (HPGN) STATIONS INDUSTRIAL (PID–DH6533) AND NEWFIDDY (PID–DL9185) USING THE PUBLISHED DATA LISTED BELOW PER THE NATIONAL GEODETIC SURVEY (NGS):

STATION	LATITUDE	LONGITUDE	NORTHING(US FT)	EASTING(US FT)	CONVERGENCE
INDUSTRIAL	38°47'22.400439"N	121°18'30.176510"W	2,050,111.922	6,758,793.906	00°26'09.8"
NEWFIDDY	38°47'44.658500"N	121°21'31.463240"W	2,052,258.285	6,744,425.218	00°24'15.5"

X:\C3D\1444910\dwg\1444910FM.dwg, 12/16/15 12:01:56pm, peterc



NOTES

1. ALL DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.
2. GROSS ACREAGE OF THE SITE SHOWN HEREON IS 189.91± AC.
3. THE FILING OF THIS MAP CREATES 32 LARGE LOTS.
4. THE FOLLOWING DOCUMENTS CONTAIN EASEMENTS THAT MAY AFFECT THE PROPERTY SHOWN HEREON; THE LOCATION OF WHICH ARE NOT DEFINED THEREIN:
   2011–0039391, REFERS TO "GRANT OF ACCESS EASEMENT" AS STATED IN THE PARAGRAPH ENUMERATED "4." OVER PARCEL 4 OF 34 PM 73 AND FOR THE BENEFIT OF PARCEL 1 OF SAID 34 PM 73.

   2011–0053955, REFERS TO "EASEMENTS FOR STORM WATER DRAINAGE SYSTEMS" OVER PARCEL 4 OF 34 PM 73 FOR THE BENEFIT OF PARCELS 1, 2 AND 3 OF SAID 34 PM 73
5. PURSUANT TO SECTION 66499.20.2 OF THE GOVERNMENT CODE, LOTS 1, 2, 3 AND 4 AS SHOWN ON THE CERTAIN PARCEL MAP ENTITLED "CAMPUS OAKS" FILED FOR RECORD IN BOOK 35 OF PARCEL MAPS, AT PAGE 75, PLACER COUNTY RECORDS, ARE HEREBY MERGED AND RESUBDIVIDED AND THE FOLLOWING PUBLIC EASEMENTS AND RIGHTS OF WAY ARE HEREBY ABANDONED:

   A. THE STREETS NEW MEADOWS DRIVE AND PAINTED DESERT DRIVE.
   B. PUBLIC UTILITY EASEMENTS DESIGNATED "P.U.E.".
   C. PEDESTRIAN EASEMENTS DESIGNATED AS "P.E.".

LOT DESIGNATION REVISIONS

TENTATIVE MAP/ CONDITIONS OF APPROVAL LOT DESIGNATION	LARGE LOT FINAL MAP LOT DESIGNATION
LOT 'H'	LOT 'B'
LOT 'I'	LOT 'F'

LARGE LOT FINAL MAP
CAMPUS OAKS

SUBDIVISION No. PL14-0373
ALL OF PARCELS 1, 2, 3 AND 4 OF THE CAMPUS OAKS PARCEL MAP BOOK 35 OF PARCEL MAPS, PAGE 75, PCR LYING WITHIN A PORTION OF SECTIONS 20 & 29, T.11 N., R.6 E., M.D.B.M. CITY OF ROSEVILLE PLACER COUNTY, CALIFORNIA
DECEMBER 2015

ANDREGG GEOMATICS
www.andregg.com
800-400-7072

SEE SHEET 5

SEE SHEET 4

LOT 23
16.58±AC

LOT 'G'
2.41±AC

20' PG&E EASEMENT
2014–0054754

LOT 'D'
0.84±AC

CITY OF ROSEVILLE
2008–0060395

HEWLETT PACKARD CO
PARCEL 1
34 PM 73

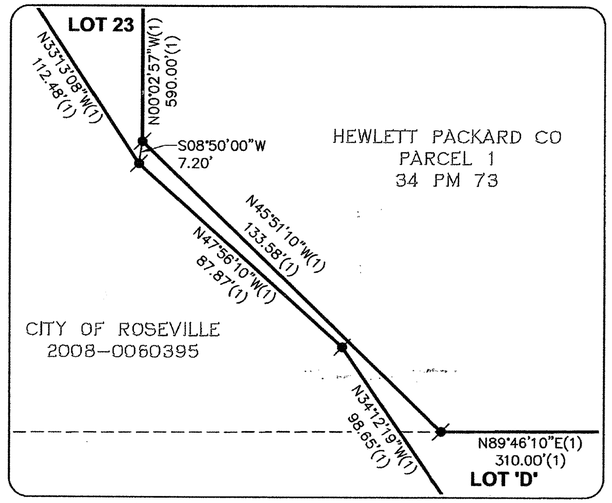
CITY OF ROSEVILLE
3805–646

N08°06'38"W(1) 218.04'(1)
N27°02'10"W(1) 151.75'(1)
N36°14'06"W(1) 152.38'(1)
N42°32'42"W(1) 284.26'(1)
N09°39'15"E(1) 58.16'(1)
N01°30'30"W(1) 35.23'(1)
N08°53'16"E(1) 30.02'(1)
N46°49'21"W(1) 123.83'(1)
N86°07'57"E(1) 111.07'(1)
N33°13'08"W(1) 112.48'(1)
N45°51'10"W(1) 133.58'(1)
N47°56'10"W(1) 87.87'(1)
N34°12'19"W(1) 98.65'(1)
N18°14'14"W(1) 74.35'(1)
N89°46'10"E (1) 264.38' (1)
N89°55'15"W(1) 396.01'(1)
N00°34'20"W 996.25'(OA)
580.24'
2257.99'
S00°26'56"E(1) 4513.78(1)(OA)
350.73'
45.27'
N00°02'57"W(1) 590.00'(1)
N89°46'10"E(1) 310.00'(1)
N00°37'54"W(1) 125.34'(1)
S08°50'00"W 7.20'
FND 2" OPEN IRON PIPE
FND 5/8" REBAR
10' PG&E EASEMENT 427 OR 100
5.00'
20' PUE & ANCHOR EASEMENT 15 PM 139
10'

SEE DETAIL 'A' ON THIS SHEET

SCALE: 1"=80'
0 20 40 80 160 240

DETAIL 'A'
SCALE: 1"=30'



LEGEND

- ◆ . . FOUND SECTION CORNER, QUARTER CORNER AS NOTED
- ◉ . . FOUND STANDARD CITY MONUMENT IN MONUMENT WELL
- ⌀ . . FOUND 3/4" IRON PIN WITH COPPER COLLAR STAMPED LS8371
- ● . . FOUND MONUMENT AS NOTED
- ⧈ . . SET STANDARD CITY MONUMENT IN MONUMENT WELL STAMPED LS4751
- ⌀ . . SET 3/4" IRON PIN WITH COPPER COLLAR STAMPED LS4751
- ○ . . DIMENSION POINT–NOTHING FOUND OR SET
- I.O.D. . . IRREVOCABLE OFFER OF DEDICATION
- P.U.E. . . PUBLIC UTILITY EASEMENT
- P.E. . . PEDESTRIAN EASEMENT
- (OA) . . OVERALL DIMENSION
- (1) . . RECORD PER 35 PM 75, PCR

LARGE LOT FINAL MAP
CAMPUS OAKS

SUBDIVISION No. PL14-0373
ALL OF PARCELS 1, 2, 3 AND 4 OF THE CAMPUS OAKS PARCEL MAP BOOK 35 OF PARCEL MAPS, PAGE 75, PCR
LYING WITHIN A PORTION OF SECTIONS 20 & 29, T.11 N., R.6 E., M.D.B.M.
CITY OF ROSEVILLE
PLACER COUNTY, CALIFORNIA
DECEMBER 2015

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LOT 16
4.89±AC

SEE SHEET 6

S89°33'01"W 693.86'

N00°26'56"W 893.94'(OA)
761.88'

383.07'

LOT 20
6.10±AC

46' IOD
27'
19'

383.08'
N00°27'26"W 1224.87'(OA)

LOT 'G'
2.41±AC

20' SEWER EASEMENT
N89°33'03"E 28.22'

S87°28'16"E 19.25' (TIE)

N89°33'03"E 811.58'(OA)
693.92'

27'

54' I.O.D.

LOT 21
2.35±AC

149.00'

2257.99'

748.87'
N00°26'56"W 912.95'(OA)
S00°26'56"E 853.34'

749.01'
N00°26'56"W 858.17'
S00°26'56"E 917.87'(OA)

12.5' PUE & PE
24'

CAMPUS PARKWAY

LOT 'C'
2.21±AC

12.50' PUE & PE
24'

CAMPUS PARKWAY

R=500.00'
Δ=6°08'24"
L=53.58'
S79°12'56"E
53.56'

R=500.00'
Δ=5°47'12"
L=50.50'
N78°36'43"E
50.48'

38'

19.19'

19.04'

117.66'

SEE DETAIL 'B'
ON SHEET 5

R=519.00'
Δ=15°36'43"
L=141.42'
N89°36'28"E
140.98'

R=500.00'
Δ=13°49'56"
L=120.71'
S82°38'05"W
120.42'

19'

46' I.O.D.

R=500.00'
Δ=10°03'48"
L=87.82'
S5°28'50"E
87.71'

SEE SHEET 5

LOT 'A'
5.70±AC

Δ=7°06'46"
L=62.07'
N6°57'21"W
62.03'

R=500.00'
Δ=19°51'00"
L=173.22'
N0°35'14"W
172.36'(OA)

N89°33'03"E 679.21'

Δ=6°39'01"
L=58.03'
N0°04'28"W
58.00'

LOT 'B'
0.90±AC

58.00'

S89°33'03"W 679.60'

46' I.O.D.
19'

Δ=6°05'14"
L=53.12'
N6°17'39"E
53.10'

R=555.00'
Δ=9°20'16"
L=90.45'
S4°40'08"W
90.35'

27'

LOT 22
2.35±AC

149.00'

S00°26'56"E(1) 4513.78(1)(OA)

19'

328.03'

NORTH 6.28'

694.27'

S89°33'03"W 1022.30'(OA)

S00°27'26"E
98.20'

46' IOD

27'

N24°20'49"W(1)
297.96(1)

R=300.00'
Δ=25°38'21"
L=134.25'
S13°16'37"E
133.13'

S22°05'15"E
41.95'

LOT 25
6.21±AC

267.00'

20' PG&E EASEMENT
2014–0054754

977.83'

16.03'

N89°33'03"E 1013.12'(OA)

35.28'

N09°38'20"W(1)
98.91(1)(OA)

82.88'

N11°28'16"W(1)
112.53'(1)

CITY OF ROSEVILLE
2008–0060395

LOT 23
16.58±AC

580.24'
N00°34'20"W 996.25'(OA)

SEE SHEET 3

HEWLETT PACKARD CO
PARCEL 1
34 PM 73

SCALE: 1"=80'

20 0 40 80 160 240

LEGEND

- ◆ . . FOUND SECTION CORNER, QUARTER CORNER AS NOTED
- ◉ . . FOUND STANDARD CITY MONUMENT IN MONUMENT WELL
- ◪ . . FOUND 3/4" IRON PIN WITH COPPER COLLAR STAMPED LS8371
- ● . . FOUND MONUMENT AS NOTED
- ▣ . . SET STANDARD CITY MONUMENT IN MONUMENT WELL STAMPED LS4751
- ⊙ . . SET 3/4" IRON PIN WITH COPPER COLLAR STAMPED LS4751
- o . . DIMENSION POINT–NOTHING FOUND OR SET
- I.O.D. . . IRREVOCABLE OFFER OF DEDICATION
- P.U.E. . . PUBLIC UTILITY EASEMENT
- P.E. . . PEDESTRIAN EASEMENT
- (OA) . . OVERALL DIMENSION
- (1) . . RECORD PER 35 PM 75, PCR

LARGE LOT FINAL MAP

CAMPUS OAKS

SUBDIVISION No. PL14-0373

ALL OF PARCELS 1, 2, 3 AND 4 OF THE CAMPUS OAKS PARCEL MAP BOOK 35 OF PARCEL MAPS, PAGE 75, PCR

LYING WITHIN A PORTION OF

SECTIONS 20 & 29, T.11 N., R.6 E., M.D.B.M.

CITY OF ROSEVILLE

PLACER COUNTY, CALIFORNIA

DECEMBER 2015

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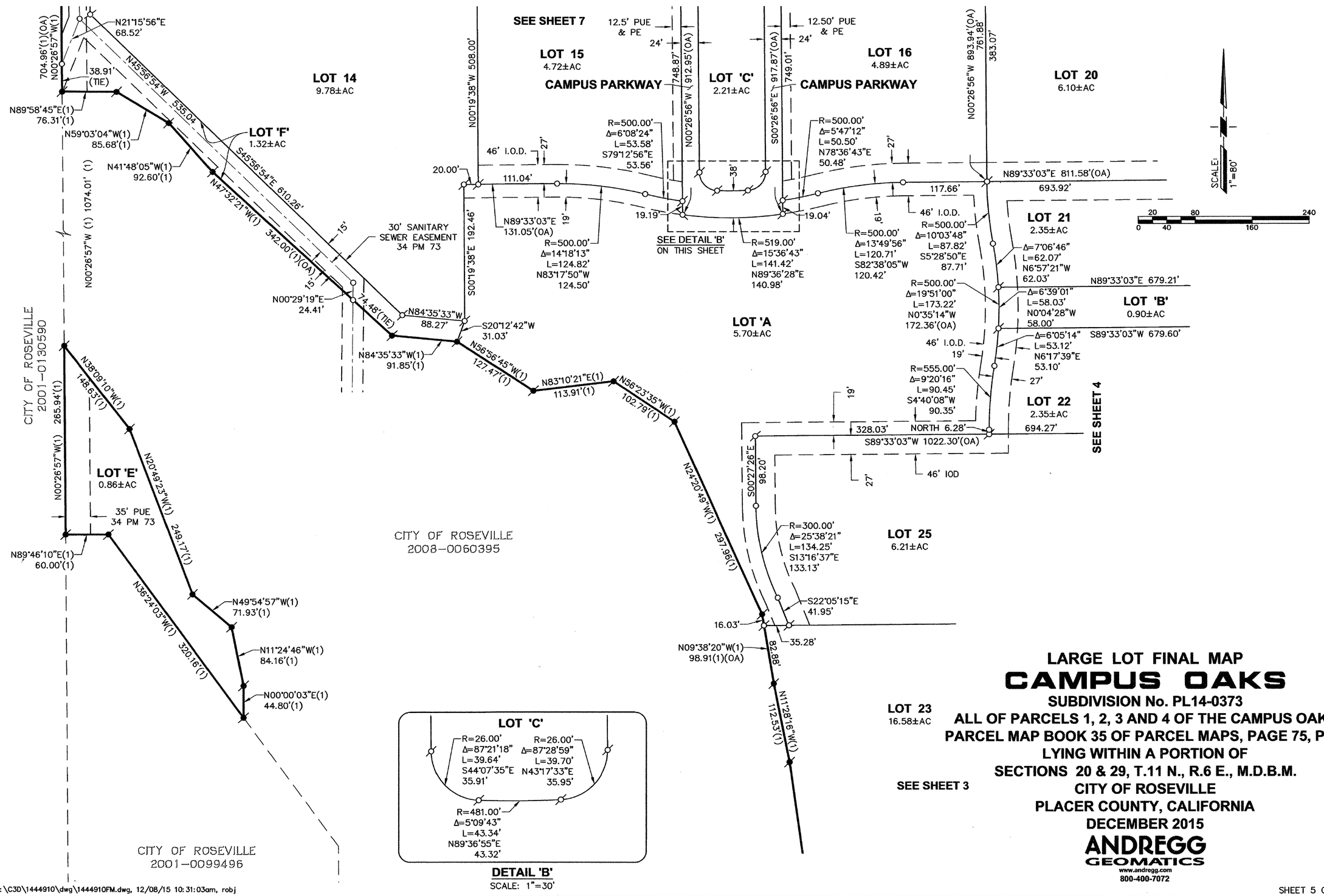

DETAIL 'B'
SCALE: 1"=30'

LARGE LOT FINAL MAP
CAMPUS OAKS

SUBDIVISION No. PL14-0373
ALL OF PARCELS 1, 2, 3 AND 4 OF THE CAMPUS OAKS PARCEL MAP BOOK 35 OF PARCEL MAPS, PAGE 75, PCR
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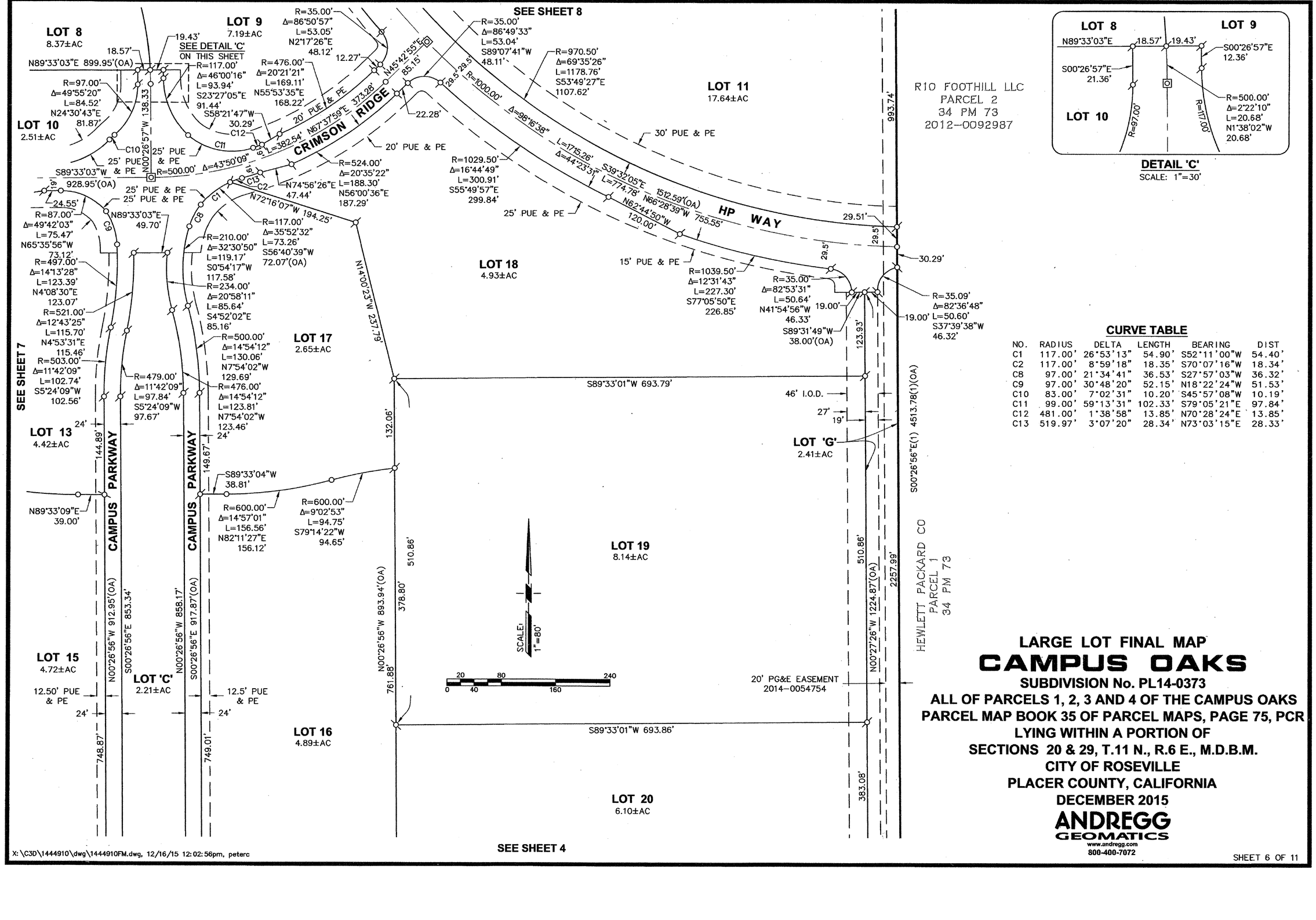

DETAIL 'C'
SCALE: 1"=30'

CURVE TABLE

NO.	RADIUS	DELTA	LENGTH	BEARING	DIST
C1	117.00'	26°53'13"	54.90'	S52°11'00"W	54.40'
C2	117.00'	8°59'18"	18.35'	S70°07'16"W	18.34'
C8	97.00'	21°34'41"	36.53'	S27°57'03"W	36.32'
C9	97.00'	30°48'20"	52.15'	N18°22'24"W	51.53'
C10	83.00'	7°02'31"	10.20'	S45°57'08"W	10.19'
C11	99.00'	59°13'31"	102.33'	S79°05'21"E	97.84'
C12	481.00'	1°38'58"	13.85'	N70°28'24"E	13.85'
C13	519.97'	3°07'20"	28.34'	N73°03'15"E	28.33'

LARGE LOT FINAL MAP

CAMPUS OAKS

SUBDIVISION No. PL14-0373
ALL OF PARCELS 1, 2, 3 AND 4 OF THE CAMPUS OAKS PARCEL MAP BOOK 35 OF PARCEL MAPS, PAGE 75, PCR
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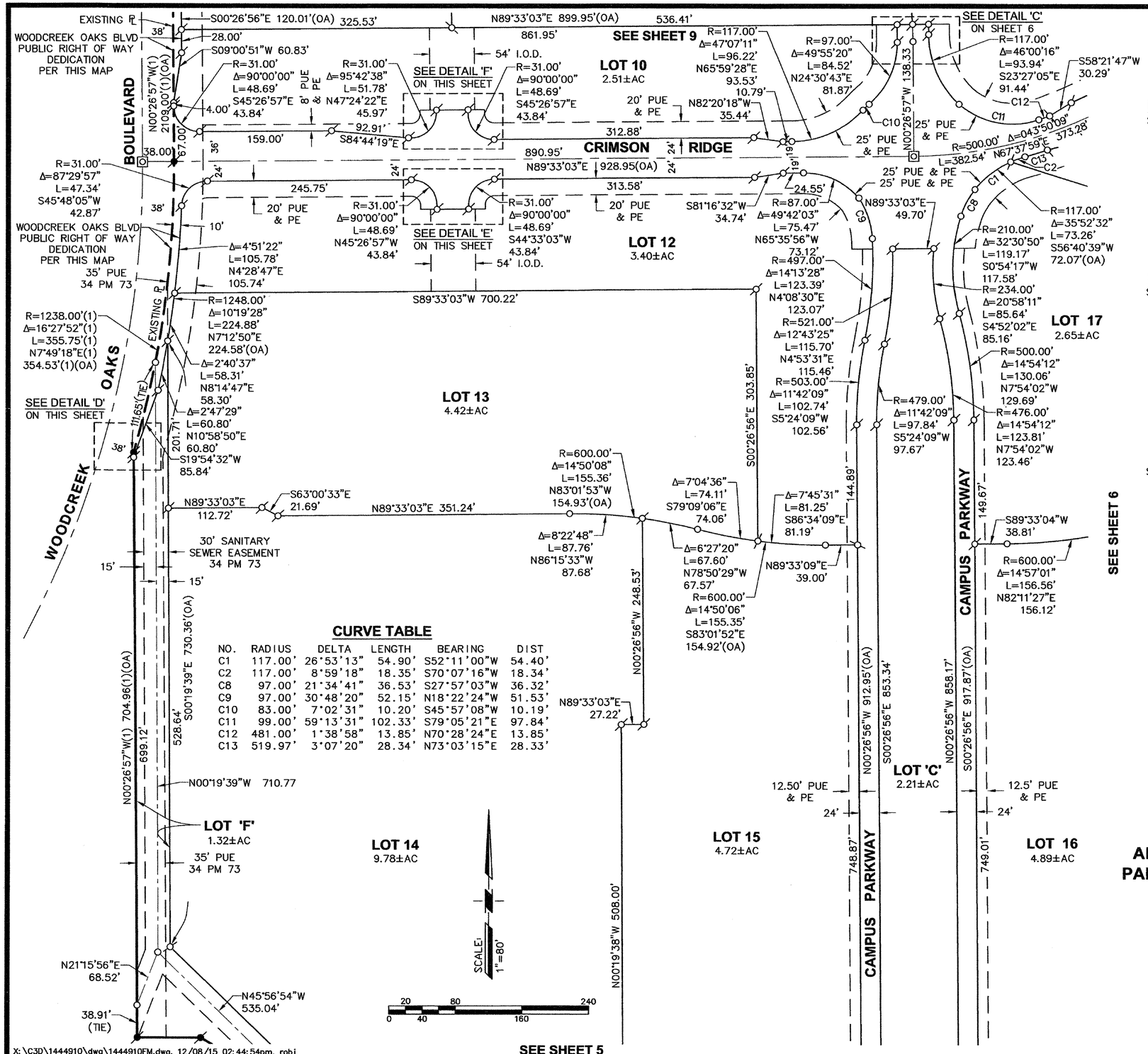
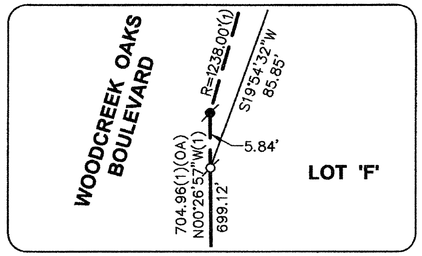
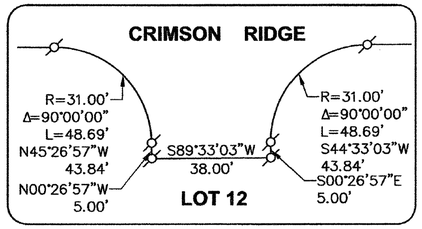


NO.	RADIUS	DELTA	LENGTH	BEARING	DIST
C1	117.00'	26°53'13"	54.90'	S52°11'00"W	54.40'
C2	117.00'	8°59'18"	18.35'	S70°07'16"W	18.34'
C8	97.00'	21°34'41"	36.53'	S27°57'03"W	36.32'
C9	97.00'	30°48'20"	52.15'	N18°22'24"W	51.53'
C10	83.00'	7°02'31"	10.20'	S45°57'08"W	10.19'
C11	99.00'	59°13'31"	102.33'	S79°05'21"E	97.84'
C12	481.00'	1°38'58"	13.85'	N70°28'24"E	13.85'
C13	519.97'	3°07'20"	28.34'	N73°03'15"E	28.33'

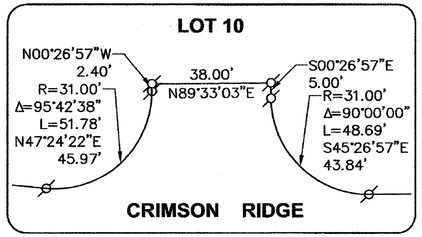
DETAIL 'D'
SCALE: 1"=10'



DETAIL 'E'
SCALE: 1"=30'



DETAIL 'F'
SCALE: 1"=30'



LEGEND

- . . FOUND SECTION CORNER, QUARTER CORNER AS NOTED
- . . FOUND STANDARD CITY MONUMENT IN MONUMENT WELL
- . . FOUND 3/4" IRON PIN WITH COPPER COLLAR STAMPED LS8371
- . . FOUND MONUMENT AS NOTED
- . . SET STANDARD CITY MONUMENT IN MONUMENT WELL STAMPED LS4751
- . . SET 3/4" IRON PIN WITH COPPER COLLAR STAMPED LS4751
- O . . DIMENSION POINT–NOTHING FOUND OR SET
- I.O.D. . . IRREVOCABLE OFFER OF DEDICATION
- P.U.E. . . PUBLIC UTILITY EASEMENT
- L.S.E . . LANDSCAPE EASEMENT
- P.E. . . PEDESTRIAN EASEMENT
- (OA) . . OVERALL DIMENSION
- (1) . . RECORD PER 35 PM 75, PCR

LARGE LOT FINAL MAP

CAMPUS OAKS

SUBDIVISION No. PL14-0373
ALL OF PARCELS 1, 2, 3 AND 4 OF THE CAMPUS OAKS PARCEL MAP BOOK 35 OF PARCEL MAPS, PAGE 75, PCR
LYING WITHIN A PORTION OF SECTIONS 20 & 29, T.11 N., R.6 E., M.D.B.M.
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LOT 4
6.20±AC

SEE SHEET 10

LOT 5
15.20±AC

SEE DETAIL 'L' ON THIS SHEET

QUALITY INVESTMENT PROPERTIES ROSEVILLE LAND COMPANY
PARCEL 3
35 PM 39
2013-0058555

NEW MEADOW DRIVE

PAINTED DESERT

HP WAY

CRIMSON RIDGE

LOT 24
0.34±AC

LOT 11
17.64±AC

LOT 9
7.19±AC

LOT 18
4.93±AC

SEE SHEET 9

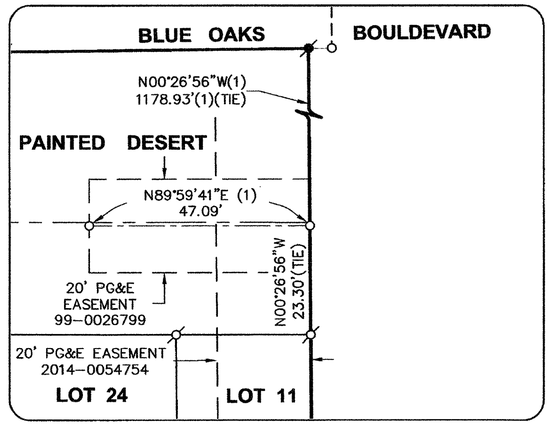
SEE SHEET 6

20' PG&E EASEMENT
2014-0054754

R10 FOOTHILL LLC
PARCEL 2
34 PM 73
2012-0092987

SCALE: 1"=80'

0 20 40 80 160 240



DETAIL 'L'
SCALE: 1"=20'

CURVE TABLE

NO.	RADIUS	DELTA	LENGTH	BEARING	DIST
C1	117.00'	26°53'13"	54.90'	S52°11'00"W	54.40'
C2	117.00'	8°59'18"	18.35'	S70°07'16"W	18.34'
C3	800.00'	11°06'15"	155.04'	S84°25'00"E	154.80'
C4	3000.00'	0°20'57"	18.28'	N09°25'46"E	18.28'
C5	1000.00'	4°30'08"	78.58'	S88°11'53"E	78.56'
C6	1000.00'	7°04'56"	123.61'	S82°24'21"E	123.53'
C7	1000.00'	11°35'04"	202.19'	N84°39'25"W	201.84'
C10	83.00'	7°02'31"	10.20'	S45°57'08"W	10.19'
C11	99.00'	59°13'31"	102.33'	S79°05'21"E	97.84'
C12	481.00'	1°38'58"	13.85'	N70°28'24"E	13.85'
C13	519.97'	3°07'20"	28.34'	N73°03'15"E	28.33'
C14	977.50'	1°56'52"	33.23'	S02°53'29"W	33.23'
C15	77.00'	57°12'17"	76.88'	S32°28'04"W	73.72'
C16	1026.00'	1°28'45"	26.49'	S02°39'25"W	26.49'
C17	150.00'	29°54'28"	78.30'	N11°33'26"W	77.41'
C18	100.00'	38°57'30"	68.00'	N69°14'03"W	66.69'
C20	150.00'	40°04'16"	104.91'	S81°06'20"W	102.78'

LINE TABLE

NO.	BEARING	DIST
L1	N88°42'49"W	45.06'
L2	S81°25'15"W	35.36'

LARGE LOT FINAL MAP
CAMPUS OAKS

SUBDIVISION No. PL14-0373
ALL OF PARCELS 1, 2, 3 AND 4 OF THE CAMPUS OAKS PARCEL MAP BOOK 35 OF PARCEL MAPS, PAGE 75, PCR
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LARGE LOT FINAL MAP
CAMPUS OAKS
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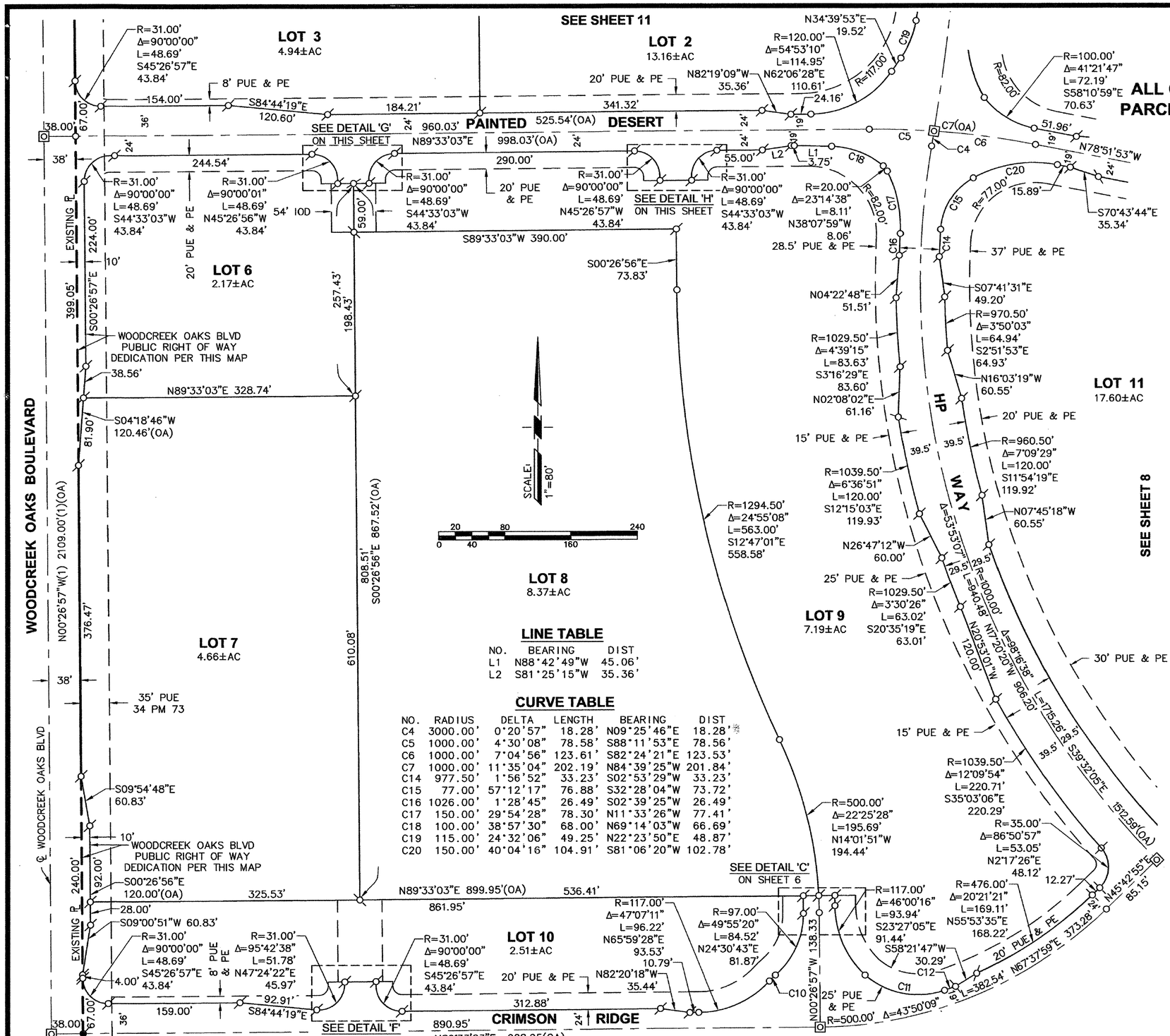
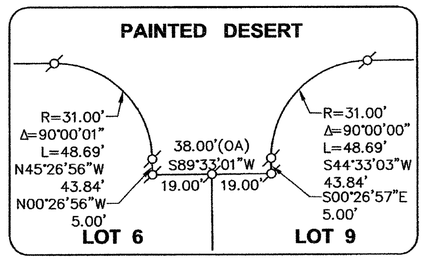


LINE TABLE

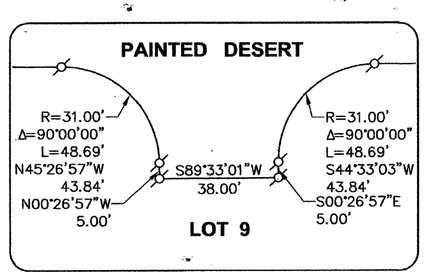
NO.	BEARING	DIST
L1	N88°42'49"W	45.06'
L2	S81°25'15"W	35.36'

CURVE TABLE

NO.	RADIUS	DELTA	LENGTH	BEARING	DIST
C4	3000.00'	0°20'57"	18.28'	N09°25'46"E	18.28'
C5	1000.00'	4°30'08"	78.58'	S88°11'53"E	78.56'
C6	1000.00'	7°04'56"	123.61'	S82°24'21"E	123.53'
C7	1000.00'	11°35'04"	202.19'	N84°39'25"W	201.84'
C14	977.50'	1°56'52"	33.23'	S02°53'29"W	33.23'
C15	77.00'	57°12'17"	76.88'	S32°28'04"W	73.72'
C16	1026.00'	1°28'45"	26.49'	S02°39'25"W	26.49'
C17	150.00'	29°54'28"	78.30'	N11°33'26"W	77.41'
C18	100.00'	38°57'30"	68.00'	N69°14'03"W	66.69'
C19	115.00'	24°32'06"	49.25'	N22°23'50"E	48.87'
C20	150.00'	40°04'16"	104.91'	S81°06'20"W	102.78'



DETAIL 'G'
SCALE: 1"=30'



DETAIL 'H'
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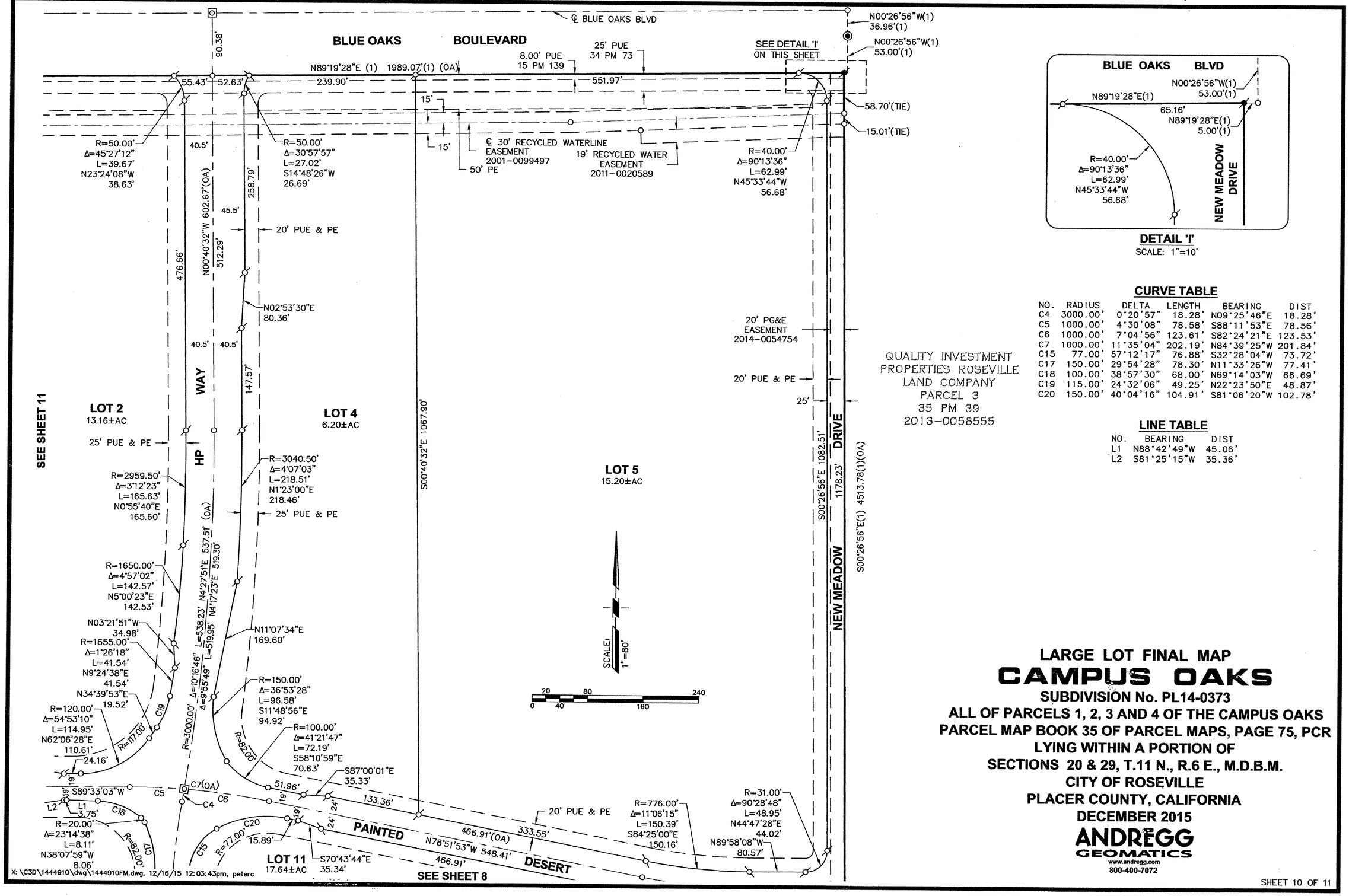

DETAIL 'I'
SCALE: 1"=10'

CURVE TABLE

NO.	RADIUS	DELTA	LENGTH	BEARING	DIST
C4	3000.00'	0°20'57"	18.28'	N09°25'46"E	18.28'
C5	1000.00'	4°30'08"	78.58'	S88°11'53"E	78.56'
C6	1000.00'	7°04'56"	123.61'	S82°24'21"E	123.53'
C7	1000.00'	11°35'04"	202.19'	N84°39'25"W	201.84'
C15	77.00'	57°12'17"	76.88'	S32°28'04"W	73.72'
C17	150.00'	29°54'28"	78.30'	N11°33'26"W	77.41'
C18	100.00'	38°57'30"	68.00'	N69°14'03"W	66.69'
C19	115.00'	24°32'06"	49.25'	N22°23'50"E	48.87'
C20	150.00'	40°04'16"	104.91'	S81°06'20"W	102.78'

LINE TABLE

NO.	BEARING	DIST
L1	N88°42'49"W	45.06'
L2	S81°25'15"W	35.36'

QUALITY INVESTMENT
PROPERTIES ROSEVILLE
LAND COMPANY
PARCEL 3
35 PM 39
2013-0058555

LARGE LOT FINAL MAP
CAMPUS OAKS

SUBDIVISION No. PL14-0373
ALL OF PARCELS 1, 2, 3 AND 4 OF THE CAMPUS OAKS
PARCEL MAP BOOK 35 OF PARCEL MAPS, PAGE 75, PCR
LYING WITHIN A PORTION OF
SECTIONS 20 & 29, T.11 N., R.6 E., M.D.B.M.
CITY OF ROSEVILLE
PLACER COUNTY, CALIFORNIA
DECEMBER 2015

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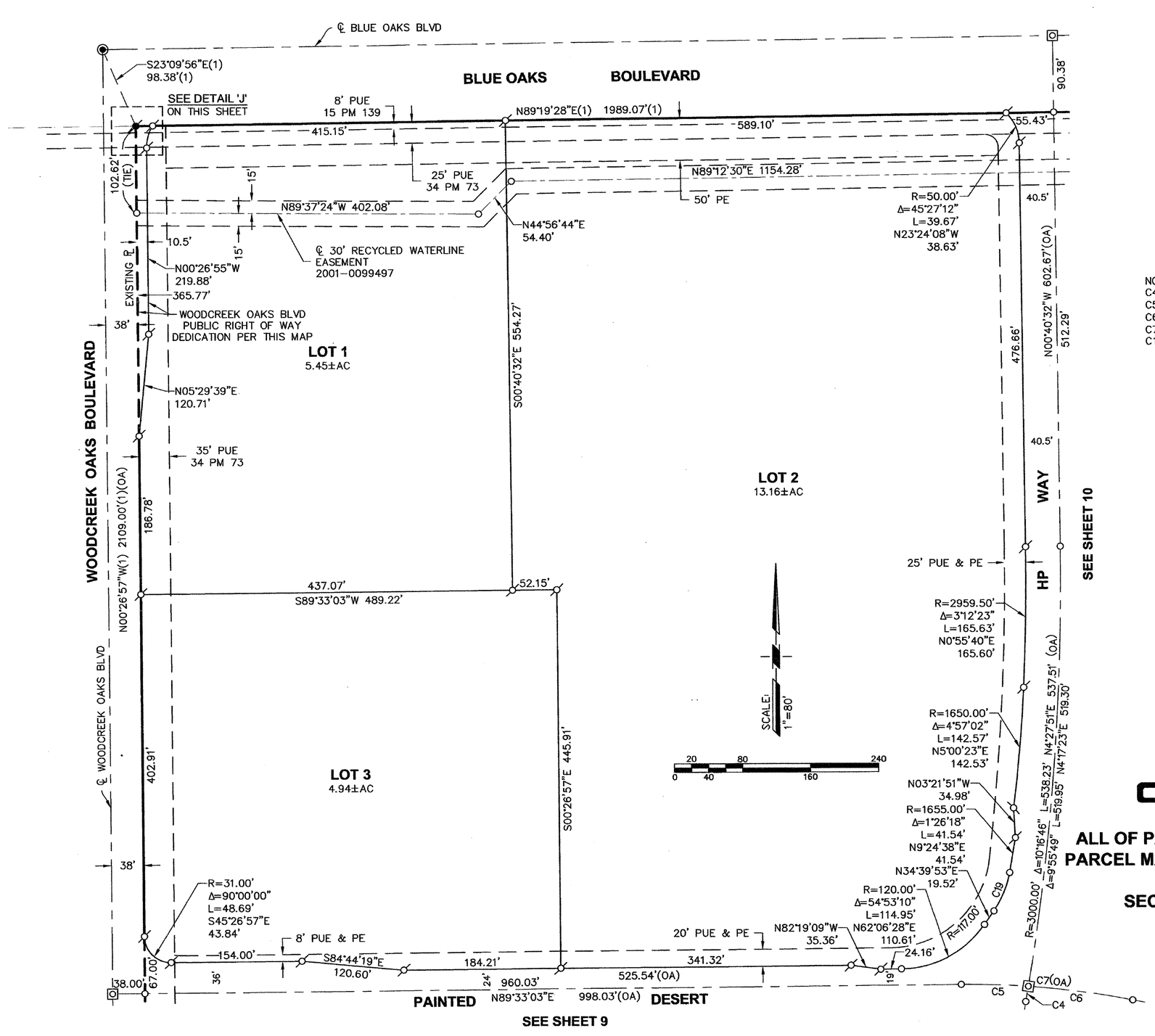

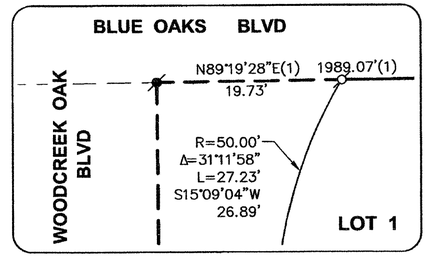

DETAIL 'J'
SCALE: 1"=10'

CURVE TABLE

NO.	RADIUS	DELTA	LENGTH	BEARING	DIST
C4	3000.00'	0°20'57"	18.28'	N09°25'46"E	18.28'
C5	1000.00'	4°30'08"	78.58'	S88°11'53"E	78.56'
C6	1000.00'	7°04'56"	123.61'	S82°24'21"E	123.53'
C7	1000.00'	11°35'04"	202.19'	N84°39'25"W	201.84'
C19	115.00'	24°32'06"	49.25'	N22°23'50"E	48.87'

LARGE LOT FINAL MAP

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CITY OF ROSEVILLE
PLACER COUNTY, CALIFORNIA
DECEMBER 2015

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800-400-7072

COUNCIL COMMUNICATION

CC #: 2436
File #: 0800-03

Title: Roseville Electric Utility Physical Security Plan Update
Contact: Petra Wallace 916-774-5510 pwallace@roseville.ca.us

Meeting Date: 12/7/2022
Item #: 6.16.

RECOMMENDATION TO COUNCIL

Roseville Electric Utility staff recommends that the City Council adopt a resolution to approve the updated Roseville Electric Utility Physical Security Plan.

BACKGROUND

City Council adopted the Roseville Electric Utility Physical Security Plan ("Plan") on June 16, 2021 in Resolution No. 21-277. The purpose of the Plan is to meet the physical security plan requirements as defined by the California Public Utilities Commission (CPUC) Phase I Decision on Order Instituting Rulemaking Regarding the Physical Security of Electrical Corporations D.19-01-018.

The Plan describes Roseville Electric Utility's conformance with the industry standard set by D.19-01-018 and describes the approach that Roseville is taking to identify and protect our critical infrastructure (Covered Distribution Facilities) from physical security threats.

As recommended in the Plan adopted on June 16, 2021, Roseville is developing a design to install security cameras at the identified Covered Distribution Facilities.

FISCAL IMPACT

There is no fiscal impact associated with the Physical Security Plan. Future security improvements of facilities will be included in future budgets.

ENVIRONMENTAL REVIEW

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

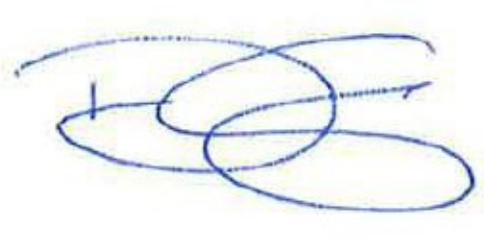
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal A - Remain fiscally responsible in a changing world
Goal C - Maintain a safe and healthy community

Respectfully Submitted,

Petra Wallace, Electric Risk and Compliance Supervisor

Dan Beans, Electric Utility Director



_____
Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 22-452

Utility Security Plan REDLINE 102622

Utility Security Plan Clean 102622

RESOLUTION NO. 22-452

APPROVING THE ROSEVILLE ELECTRIC UTILITY PHYSICAL SECURITY PLAN

WHEREAS, City Council adopted the Roseville Electric Utility Physical Security Plan ("Plan") on June 16, 2021 in Resolution No. 21-277; and

WHEREAS, the purpose of the Plan is to meet the physical security plan requirements as defined by the California Public Utilities Commission (CPUC) Phase I Decision on Order Instituting Rulemaking Regarding the Physical Security of Electrical Corporations D.19-01-018; and

WHEREAS, the Plan describes Roseville Electric Utility's conformance with the industry standard set by D.19-01-018 and describes the approach that Roseville is taking to identify and protect our critical infrastructure (Covered Distribution Facilities) from physical security threats; and

WHEREAS, as recommended in the Plan adopted on June 16, 2021, Roseville is developing a design to install security cameras at the identified Covered Distribution Facilities; and

WHEREAS, the Roseville Electric Utility Physical Security Plan has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said Roseville Electric Utility Physical Security Plan is hereby approved and may be submitted to the California Public Utilities Commission.

PASSED AND ADOPTED by the Council of the City of Roseville this____day of _____, 2022, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

ROSEVILLE ELECTRIC UTILITY
PHYSICAL SECURITY PLAN

PUBLIC REPORT ON ROSEVILLE ELECTRIC UTILITY'S PHYSICAL SECURITY PROGRAM FOR DISTRIBUTION-LEVEL FACILITIES

~~July~~ December 7, ~~2021~~2022

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I. OVERVIEW

A. GOAL OF UTILITY SECURITY PLAN

Ensuring the safety of its facilities is a top priority for Roseville Electric Utility (Roseville). Roseville prioritizes safety in all aspects of its design, operation, and maintenance practices. The overarching goal of this Utility Security Plan is to describe Roseville's risk management approach concerning "Covered Distribution Facilities" physical security as defined by the Joint IOU/POU Straw Proposal and D.19-01-018. Appropriate consideration of resiliency, impact, and cost factors were also considered.

B. DESCRIPTION OF ROSEVILLE ELECTRIC UTILITY

Roseville Electric Utility, as the City of Roseville's community-owned electric service, has provided reliable and affordable electric service for more than 100 years. The City of Roseville is located in Placer County, northeast of Sacramento, California along Interstate 80 and State Route 65 (38°45'9"N, 121°17'22" W), and has a population of nearly 140,000. In 2020, Roseville Electric Utility employed 153 people and served 63,507 customers, including 56,467 residential and 7,040 business customers. Roseville owns its distribution system, fifteen distribution substations (including two Receiving Substations). Roseville's system serves an area of 43 square miles, and maintains 145 miles of overhead lines and more than 704 miles of underground lines.

C. RESULTS OF UTILITY SECURITY PLAN ASSESSEMENT

Roseville has fifteen Distribution Facilities located within its service territory meeting the definition of Distribution Facility per D.19-01-018. A Distribution Facility is defined as an electric power substation associated with the distribution system and the primary feeders for supply to residential, commercial and/or industrial loads.

All fifteen Distribution Facilities were considered and evaluated in Roseville's Physical Security Program for Distribution Level Facilities. In order to identify which of the fifteen Distribution Substations within Roseville's service territory provide electricity to critical loads, a thorough risk assessment was completed in Section VI. The assessment identified four "Covered Distribution Facilities" as defined by the Joint IOU/POU Straw Proposal and D.19-01-018.

After an extensive review of Roseville's existing methodology, it was determined that the risk level for the four Covered Distribution Facilities was medium, with existing and planned mitigating measures sufficient to effectively mitigate the identified risks of a physical attack to a low/very low probability. Roseville continues to identify and assess potential risks associated with Covered Distribution Facilities and continues to apply the methodologies described in this document.

II. BACKGROUND

On April 16, 2013, one or more individuals attacked equipment located within Pacific Gas and Electric Company's (PG&E) Metcalf Transmission Substation, ultimately damaging 17 transformers. These individuals also cut nearby fiber-optic telecommunication cables owned by AT&T. In response to the attack, the Federal Energy Regulatory Commission (FERC) directed the North American Electric Reliability Corporation (NERC) to develop new physical security requirements, resulting in the creation of CIP-014.

At the state level, Senator Jerry Hill authored SB 699 (2014), directing the California Public Utilities Commission (CPUC) to "consider adopting rules to address the physical security risks to the distribution systems of electrical corporations." In response to SB 699, the CPUC's Safety and Enforcement Division (SED) prepared a white paper proposing a new requirement for investor owned utilities (IOUs) and publicly owned utilities (POUs) to develop security plans that would identify security risks to their distribution and transmission systems, and propose methods to mitigate those risks. The CPUC hosted a series of workshops to better understand the state of utility physical security protections and to seek input on refining their proposal.

In order to support the CPUC's development of reasonable industry standards for state-level regulations of physical security, the California Municipal Utilities Association (CMUA), which is the statewide trade association for POUs, coordinated with the state's IOUs to develop a comprehensive Straw Proposal[1] (Joint IOU/POU Straw Proposal) for a process to identify at-risk facilities and, if necessary, develop physical security mitigation plans. As a member of CMUA, Roseville staff participated in the development of the Joint IOU/POU Straw Proposal through a CMUA working group as well as through direct meetings with the IOUs. The Joint POU/IOU Straw Proposal set out a guideline for the following: (1) identifying if the utility has any high priority distribution facilities; (2) evaluating the potential risks to those high priority distribution facilities; (3) for determining the distribution facilities where the identified risks are not effectively mitigated through existing resilience/security measures and a process for developing a mitigation plan; (4) a process where a third party reviews the mitigation plans; (5) a document retention policy; (6) a verification process established by the POU governing board; and (7) for information sharing protocols.

SED filed a response[2] to the Joint IOU/POU Straw Proposal that recommended various modifications and clarifications, including a six step process. Additionally, SED recommended that the utility mitigation plans include: (1) an assessment of supply chain vulnerabilities; (2) training programs for law enforcement and utility staff to improve communication during physical security events; and (3) an assessment of any near-by communication utility infrastructure that supports a distribution substation.

[1] Straw Proposal available at: https://www.cpuc.ca.gov/uploadedFiles/CPUCWebsite/Content/Safety/Risk_Assessment/physicalsecurity/R1506009-Updated%20Joint%20Straw%20Proposal%20and%20Cover%20083117%20Filing.pdf.

[2] SED Response available at: https://www.cpuc.ca.gov/uploadedFiles/CPUCWebsite/Content/Safety/Risk_Assessment/physicalsecurity/Final%20Staff%20Recommendation%20for%20Commission%20Consideration%20010318.pdf.

In early 2019, the CPUC approved Decision (D.) 19-01-018, which adopted the Joint IOU/POU Straw Proposal as modified by the SED proposal, with additional clarifications and guidance. D.19-01-018 clarified that where there is a conflict between the Straw Proposal and the SED Proposal, then it is the rule in the SED Proposal that controls.[3]

The POUs generally treat CPUC safety rules for electric utility supply systems as key industry standards. This Utility Security Plan describes Roseville Electric Utility's conformance with the industry standard set by D.19-01-018.

III. PLAN DEVELOPMENT PROCESS

A. PHYSICAL SECURITY PRINCIPLES

The Joint IOU/POU Straw Proposal seeks to support the creation of a risk management approach toward distribution system physical security, with appropriate considerations of resiliency, impact, and cost. In order to accomplish this risk-based approach, the Joint IOU/POU Straw Proposal identifies several principles to guide the development of each individual utility's program. These principles are the following:

1. Distribution systems are not subject to the same physical security risks and associated consequences, including threats of physical attack by terrorists, as the transmission system.

2. Distribution utilities will not be able to eliminate the risk of a physical attack occurring, but certain actions can be taken to reduce the risk or consequences, or both, of a significant attack.

3. A one-size-fits-all standard or rule will not work. Distribution utilities should have the flexibility to address physical security risks in a manner that works best for their systems and unique situations, consistent with a risk management approach.

4. Protecting the distribution system should consider both physical security protection and operational resiliency or redundancy.

5. The focus should not be on all Distribution Substations, but only those that risk dictates would require additional measures.

6. Planning and coordination with the appropriate federal and state regulatory and law enforcement authorities will help prepare for attacks on the electrical distribution system and thereby help reduce or mitigate the potential consequences of such attacks.

[3] D.19-01-018 at 43, footnote 58 ("Should there be any question of which shall predominate should there be any incongruity or conflict between a utility or SED RASA recommended rule, the SED RASA rule shall apply.").

B. UTILITY SECURITY PLAN DEVELOPMENT PROCESS

Roseville utilized a multi-step process to develop this Utility Security Plan that is consistent with the Joint IOU/POU Straw Proposal and D.19-01-018. The intent of the proposal is to implement a risk management approach toward distribution system physical security, with appropriate consideration of resiliency, impact, and cost. In order to accomplish this risk-based approach, general principles were derived from information described and evaluated during meetings to guide the utility's overall evaluation of Distribution Facilities. The relevant six steps of that process are the following:

STEP 1: ASSESSMENT/PLAN DEVELOPMENT

Roseville's staff prepared a Draft Utility Security Plan through the process set forth in Steps 1A, 1B, and 1C. Please note the following principles:

- Distribution Facilities will not be able to eliminate the risk of a physical attack occurring, but certain actions can be taken to reduce the risk or consequences of a significant attack.
- Distribution Facilities should have the flexibility to address physical security risks in a manner that works best for their systems and unique situations, consistent with a risk management approach.
- The focus of this assessment is both physical security protection and operational resiliency on the identified critical load facilities (Covered Distribution Facilities) in which additional risk mitigation measures are required.

STEP 1A: IDENTIFY COVERED DISTRIBUTION FACILITIES

Roseville evaluated all distribution-level facilities in its service territory that are subject to its control to determine if any facility met the definition of a "Covered Distribution Facility" pursuant to the factors identified in the Joint IOU/POU Straw Proposal as modified by D.19-01-018.

STEP 1B: PERFORM RISK ASSESSMENT

For every individual "Covered Distribution Facility" identified in the Joint IOU/POU Straw Proposal as modified by D.19-01-018 pursuant to Step 1A, Roseville performed an evaluation of the potential risks associated with a successful physical attack that Covered Distribution Facilities, and whether existing grid resiliency, back-up generation, and/or physical security measures appropriately mitigate identified risks.

STEP 1C: DEVELOP MITIGATION PLAN

If there are any individual Covered Distribution Facilities where the Risk Assessment performed pursuant to Step 1B finds that the existing mitigation and/or resiliency measures do not effectively mitigate the identified risks, then Roseville will develop a Mitigation Plan for that

Covered Distribution Facilities. The Mitigation Plan will use a risk-based approach to select reasonable and cost-effective measures that can either be security focused (*e.g.*, walls or alarms) or resiliency focused (*e.g.*, adequate spare parts).

STEP 2: INDEPENDENT REVIEW

Roseville's Utility Security Plan cycle will contain the identification process, risk assessment, and Mitigation Plan development performed pursuant to Steps 1A, 1B, and 1C. This documentation in combination with the narrative description in Sections IV-VI below will constitute Roseville Electric Utility's Draft Utility Security Plan. Each Draft Utility Security Plan is submitted to a Qualified Third Party for Independent Review. The Qualified Third Party ~~will~~ may then issue an evaluation that identifies any potential deficiencies in the Draft Utility Security Plan as well as recommendations for improvements. Roseville will then modify its plan to address any identified deficiencies or recommendations. The combination of the Draft Utility Security Plan, the non-confidential conclusions of the Qualified Third Party, and Roseville's responses to the Qualified Third Party Review will constitute Roseville Electric Utility's Utility Security Plan.

STEP 3: VALIDATION

Roseville ~~will~~ may submit its Utility Security Plan to a qualified authority for review. Such entity will provide additional feedback and evaluation of Roseville Electric Utility's Utility Security Plan and, to the extent that this entity is authorized, such entity deems the Utility Security Plan as adequate.

STEP 4: ADOPTION

Roseville's Utility Security Plan will be presented to and adopted by City of Roseville's Council at a public meeting.

STEP 5: MAINTENANCE

Roseville will refine and update the Utility Security on an ongoing basis as appropriate and necessary to preserve plan integrity.

STEP 6: REPEAT PROCESS

Roseville will repeat this six step process at least once every five years or sooner if circumstances dictate.

IV. IDENTIFICATION OF COVERED DISTRIBUTION FACILITY (STEP 1A)

As described in Section III, Step 1A of the Utility Security Plan process involves assessing all distribution-level facilities that are subject to the control of Roseville to determine which facilities are "Covered Distribution Facilities" subject to the need for a risk assessment. This Section describes the factors that Roseville used to evaluate its distribution facilities and the results of its evaluation.

A. IDENTIFICATION FACTORS

The Joint IOU/POU Straw Proposal defines seven screening factors to determine if a facility is a "Covered Distribution Facility." Some factors require additional definitions and/or clarifications in order to be applied to Roseville's facilities. The following Table provides the Joint IOU/POU Straw Proposals Factors as modified/clarified by Roseville.

Factor	Joint IOU/POU Straw Proposal Description	Roseville's Specific Approach*
1	Distribution Facility necessary for crank path, black start or capability essential to the restoration of regional electricity service that are not subject to the California Independent System Operator's (CAISO) operational control and/or subject to North American Electric Reliability Corporation (NERC) Reliability Standard CIP-014-2 or its successors	Roseville reviewed system operations, grid operations, and area planning to identify any crank path or black start essential facilities within Roseville Electric Utility's service territory. As Roseville does not have any black start facilities in the state of California, no loads or facilities meet this criteria.
2	Distribution Facility that is the primary source of electrical service to a military installation essential to national security and/or emergency response services (may include certain airfields, command centers, weapons stations, emergency supply depots)	Roseville reviewed customer and load attributes to identify those specifically critical to national security and/or emergency response services. Roseville potentially identified and included 1 primary source of electrical service.
3	Distribution Facility that serves installations necessary for the provision of regional drinking water supplies and wastewater services (may include certain aqueducts, well fields, groundwater pumps, and treatment plants)	Roseville defines "regional drinking water supplies and wastewater services" to mean a facility providing the primary source of these services to over 40,000 customer accounts or to an area with a population of over 100,000. Based on the approach described above, Roseville identified and included 2 Distribution Facilities with the potential to impact a significant portion of the Roseville community.
4	Distribution Facility that serves a regional public safety establishment (may include County Emergency Operations Centers; county sheriff's department and major city police department headquarters; major state and county fire service headquarters; county jails and state and federal prisons; and 911 dispatch centers)	Roseville defines "regional public safety establishment" as any of the following: (1) a major police or fire department serving 1.5 million population with an least 1000 sworn officers; (2) County Sheriff's Department Headquarters; (3) County Emergency Operations Center; (4) County/State Fire

		headquarters; (5) a California State Prison; (5) a United States Penitentiary; or (6) a Federal Correctional Institute. Roseville identified 1 Distribution Facility that met this requirement.
5	Distribution Facility that serves a major transportation facility (may include International Airport, Mega Seaport, other air traffic control center, and international border crossing)	In addition to the facilities listed in the Joint IOU/POU Straw Proposal, Roseville defines a "major transportation facility" as any transportation facility that has (1) an average of 600 or more flights per day; or (2) 50,000 passengers per day. Roseville identified 1 Distribution Facility that met this requirement.
6	Distribution Facility that serves as a Level 1 Trauma Center as designated by the Office of Statewide Health Planning and Development	Roseville reviewed current listings of Level 1 Trauma Centers and cross referenced with the company's service territory and customer information. No Level 1 Trauma Centers are found to be located within Roseville Electric Utility's service territory.
7	Distribution Facility that serves over 60,000 meters	Roseville identified a Distribution Facility providing electrical service to over 60,000 customers.

Note: The "Roseville's Specific Approach" in the table above was defined by Electric Staff.

B. IDENTIFICATION ANALYSIS

In performing this identification analysis, Roseville is assessing all distribution level facilities that are subject to its exclusive control, or if the facility is jointly owned, the joint ownership agreement identifies Roseville as the entity responsible for operation and maintenance. These specific types of facilities include Distribution Facilities.

Based on this scope, Roseville has identified fifteen Distribution Facilities that are subject to this identification analysis. Of the fifteen Distribution Substations, four fell within one of the covered categories listed above. The Covered Distribution Facility Category Matrix below summarizes this analysis.

Facility ID	1. Crank Path, Black Start	2. Military Installation	3. Regional Drinking Water/ Wastewater Services	4. Regional Public Safety	5. Major Transportation Facility	6. Level 1 Trauma Center	7. Over 60,000 Meters
Facility 1			X		X		
Facility 2			X				
Facility 3				X			
Facility 4							X

Covered Distribution Facility Category Matrix

V. RISK ASSESSMENT (STEP 1B)

A. METHODOLOGY

Pursuant to the process identified in the Joint IOU/POU Straw Proposal and D.19-01-018, Roseville will assess the potential risks associated with a successful physical attack on each of the Covered Distribution Facilities identified in Section IV above. For purpose of this analysis, a physical attack is limited to the following: (1) theft; (2) vandalism; (3) discharge of a firearm; and (4) sabotage. A "successful physical attack" is limited to circumstances where a theft, vandalism, discharge of a firearm, and/or sabotage has directly led to the failure of any elements of the Covered Distribution Facility that are necessary to provide uninterrupted service to the specific load identified in Section IV. While no sabotage related incident has occurred at the facilities in the past, Roseville continues to monitor for sabotage related threats.

In order to perform this risk analysis, Roseville evaluated the relative risk that (1) a physical attack on a Covered Distribution Facility will be successful considering the protective measures in place; or (2) that the impacts of a successful attack will be mitigated due to resiliency and other measures in place.

B. MITIGATION MEASURES

D.19-01-018 identifies the specific mitigation measures that a utility should consider when performing this risk analysis. The following table lists these mitigation measures and provides additional clarifications that are necessary to apply these measures to Roseville's territory.

Measure	D.19-01-018 Description	Additional Clarification
1	The existing system resiliency and/or redundancy solutions (e.g., switching the load to another distribution substation or circuit capable of serving the load, temporary circuit ties, mobile generation and/or storage solutions).	No additional clarification.
2	The availability of spare assets to restore a particular load.	No additional clarification.
3	The existing physical security protections to reasonably address the risk.	No additional clarification.
4	The potential for emergency responders to identify and respond to an attack in a timely manner.	Each facility is evaluated based on a law enforcement officer arriving at the Covered Distribution Facility within 15 minutes of a report from the public of a break in or attack, or of Roseville notifying the law enforcement agency of the triggering of an alarm at the facility.
5	Location and physical surroundings, including proximity to gas pipelines and geographical challenges, and impacts of weather.	Roseville evaluated this element based on the proximity of the Covered Distribution Facility to populated areas and the extent to which the interior of the facility is

		shielded from view due to walls, vegetation, or other visual obstructions.
6	History of criminal activity at the Distribution Facility and in the area.	Roseville evaluated the property crime rates in the immediate vicinity of the Covered Distribution Facility from Roseville Police Department and compared those crimes rates to property crime rates for the county and the state to determine if the area is subject to a higher than average incidence of property related crimes.
7	The availability of other sources of energy to serve the load (e.g., customer owned back-up generation or storage solutions).	No additional clarification.
8	The availability of alternative ways to meet the health, safety, or security.	No additional clarification.
9	Requirements served by the load (e.g., back up command center or water storage facility).	No additional clarification.

Figure 1 below illustrates the causes of a successful physical security attack (Top Event) and Covered Distribution Facility consequences, as well as prevention measures to prevent a physical security attack and control measures that can be employed to mitigate the outcome.

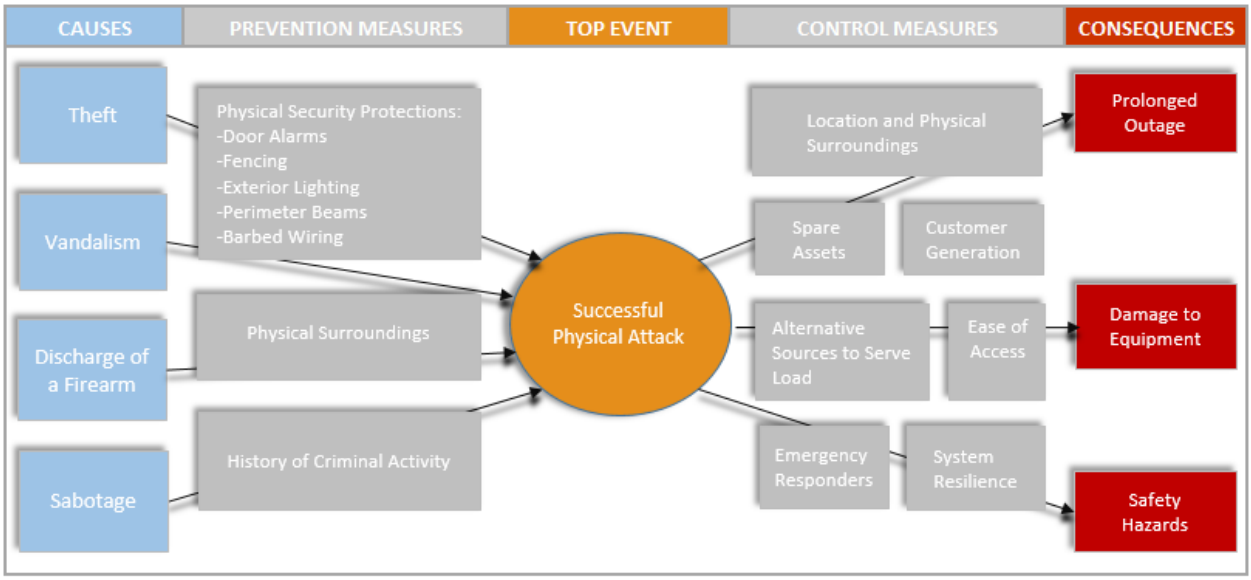

Figure 1: Roseville Bow-Tie Assessment of Covered Distribution Facilities

C. RISK ASSESSMENT

Based on the process described in the Joint IOU/POU Straw Proposal and the direction provided in D.19-01-018, Roseville has determined that of the four Covered Distribution Facilities identified in Section IV, the existing programs and measures in effect at each Covered Distribution Facility effectively mitigate the risks of a physical attack.

All Covered Distribution Facilities are initially designated as high risk given the nature of the proceeding and the assessment of impact through the identification of critical loads. The assessed risk level of each Covered Distribution Facility is then a result of both the presence and the effectiveness of existing prevention and control mitigation measures in place. A greater number of more effective measures reduce the risk level at a greater rate than fewer or less effective measures.

The following section includes the results of applying this methodology to the four Covered Distribution Facilities along with the resulting assessment of each mitigation measure for each Covered Distribution Facility and the assessed risk level.

The following table provides the results of applying this methodology to the four Covered Distribution Facilities and a summary of Roseville's assessment of each mitigation measure for each Covered Distribution Facility.

Mitigation	Facility 1	Facility 2	Facility 3	Facility 4
1. The existing system resiliency and/or redundancy solutions (e.g., switching the load to another substation or circuit capable of serving the load, temporary circuit ties, mobile generation and/or storage solutions).	Fully Effective	Fully Effective	Fully Effective	Fully Effective
2. The availability of spare assets to restore a particular load.	Partly Effective	Partly Effective	Partly Effective	Partly Effective
3. The existing physical security protections to reasonably address the risk.	Partly Effective	Partly Effective	Fully Effective	Partly Effective
4. The potential for emergency responders to identify and respond to an attack in a timely manner.	Fully Effective	Fully Effective	Fully Effective	Fully Effective
5. Location and physical surroundings, including proximity to gas pipelines and geographical challenges, and impacts of weather.	Fully Effective	Fully Effective	Fully Effective	Fully Effective
6. History of criminal activity at the Distribution Facility and in the area.	Fully Effective	Fully Effective	Fully Effective	Fully Effective
7. The availability of other sources of energy to serve the load (e.g., customer owned back-up generation or storage solutions).	Fully Effective	Fully Effective	Fully Effective	Fully Effective
8. The availability of alternative ways to meet the health, safety, or security.	Fully Effective	Fully Effective	Fully Effective	Fully Effective
9. Requirements served by the load (e.g., back up command center or water storage facility).	Fully Effective	Fully Effective	Fully Effective	Fully Effective

As identified above, the four identified Covered Distribution Facilities have existing mitigating measures sufficient to effectively mitigate the identified risks of a physical attack. These facilities are discussed in Section VI.

VI. COVERED DISTRIBUTION FACILITY MITIGATION PLANS (STEP 1C)

Pursuant to the process identified in the Joint IOU/POU Straw Proposal and D.19-01-018, Roseville has determined that for the four Covered Distribution Facilities that are subject to Roseville's control, the existing and planned mitigation measures effectively reduce the risk of a physical security attack to a from medium to low/very low risk. This section describes the existing Mitigation Plan that Roseville utilizes for the four Covered Distribution Facilities.

In order to perform this risk analysis, Roseville evaluated the relative risk that (1) a physical attack on a Covered Distribution Facility would be successful considering the protective measures in place; or (2) that the impacts of a successful attack would be mitigated due to resiliency and other measures in place. Throughout the below analysis Roseville determined that the physical security risks for the identified Covered Distribution Facilities are low with Roseville's existing resiliency, security measures, and planned mitigation efforts.

1. *System resilience:* The vast majority of Roseville's system has been designed to handle the anticipated loss of service to a major component (transformer, 60kv line, 12kv feeder etc.). Once Roseville reaches the individual customer level, loss of a pad mount transformer or service drop would require the repair/replacement prior to having the power restored.

2. *Spare assets:* Roseville's system has been designed to accommodate the loss of any one of the identified Covered Distribution Facilities (via switching on Roseville's distribution system). Other components such as wire, cable, distribution switches, pad mount transformers, and wood pole replacements are readily available in stock, with the exception of metal switchgear.

   Roseville performs detailed contingency analysis on the loss of a substation transformer biennially. This analysis is performed using distribution load flow software and takes into account updated load forecasts. Detailed switching schedules have been prepared for the loss of every substation transformer. While Roseville operates a radial distribution system, all circuits are looped (with normal open points) and mitigation of the loss of a transformer can be accommodated by using the excess capacity on other substation transformers and 12kV circuits.

3. *Existing physical security protections:* Includes door alarms, brick and wire fencing, exterior lighting, barbed wire, and perimeter beams. Note that door alarms, perimeter beams, and exterior gate contacts are monitored through the Roseville SCADA system.

4. *Emergency responders to respond to occurrence:* The Covered Distribution Facilities were not built with the express purpose of emergency responder access however, all are

within the City limits, and most are adjacent to roadways and have reasonable access for the Roseville Police Department and Roseville Fire Department emergency response crews. Important to note that City of Roseville is a full service city with its own fire and police departments.

5. *Location and physical surroundings, including proximity to gas pipelines and geographical challenges, and impacts of weather:* The above mentioned Covered Distribution Facilities are located in an urban area and all are within the City of Roseville limits. No major gas transportation pipelines are close to the Covered Distribution Facilities.

6. *History of criminal activity at the Covered Distribution Facilities and in the area:* Graffiti happens infrequently (not typical) and addressed during monthly routine inspections as needed (if graffiti is detected it is addressed within two days). Roseville has had one theft at Facility 2 (loss of a portable propane tank) in 2018.

7. *The availability of other sources of energy to serve the load (e.g., customer owned back-up generation or storage solutions):* Roseville has evaluated the potential for customer owned generation at each critical load as a part of this assessment. All identified critical load entities maintain backup generation in the event that a successful physical attack occurs on the Covered Distribution Facilities and in the highly unlikely event that secondary sources are not available. The backups are tested on a yearly basis to ensure they are working if they are called upon. City owned critical facilities are evaluated on an annual basis to ensure backup generation is reliable and available.

8. *The availability of alternative ways to meet the health, safety, or security:* Roseville's existing resilience, backup generation, and availability of secondary sources to feed the load provide multiple options to meet health, safety, and security. At this time, Roseville is not formally considering providing alternate ways to meet the needs served by the critical loads as these needs are fully covered currently.

9. *Requirements served by the load:* The critical loads have backup generation available and are able to be fed by secondary sources. As a result it was determined that the load requirements would be met through alternative means as discussed in this section.

A. COVERED DISTRIBUTION FACILITY MITIGATION PLAN

Roseville operates the electric grid with the lowest level of risk reasonably attainable. After an extensive review of Roseville's existing methodology, it was determined that the risk level for the four Covered Distribution Facilities was slightly below medium. ~~The~~ This Facility Mitigation Plan will increase the physical security measures ~~by December 31, 2022~~. ~~Roseville will also develop a utility-wide physical security plan that will create a more holistic approach to Facility security.~~ Roseville takes an active approach to both physical security and system resilience, thus proactively reducing potential risks, as shown in Figure 2 & 3 below.

The previous version of the plan indicated that Roseville would take measures to increase security by December 31, 2022. Roseville has identified several measures as best practice for covered facilities. Roseville will begin a multi-year process to incorporate these improvements to new and existing substations as practical.

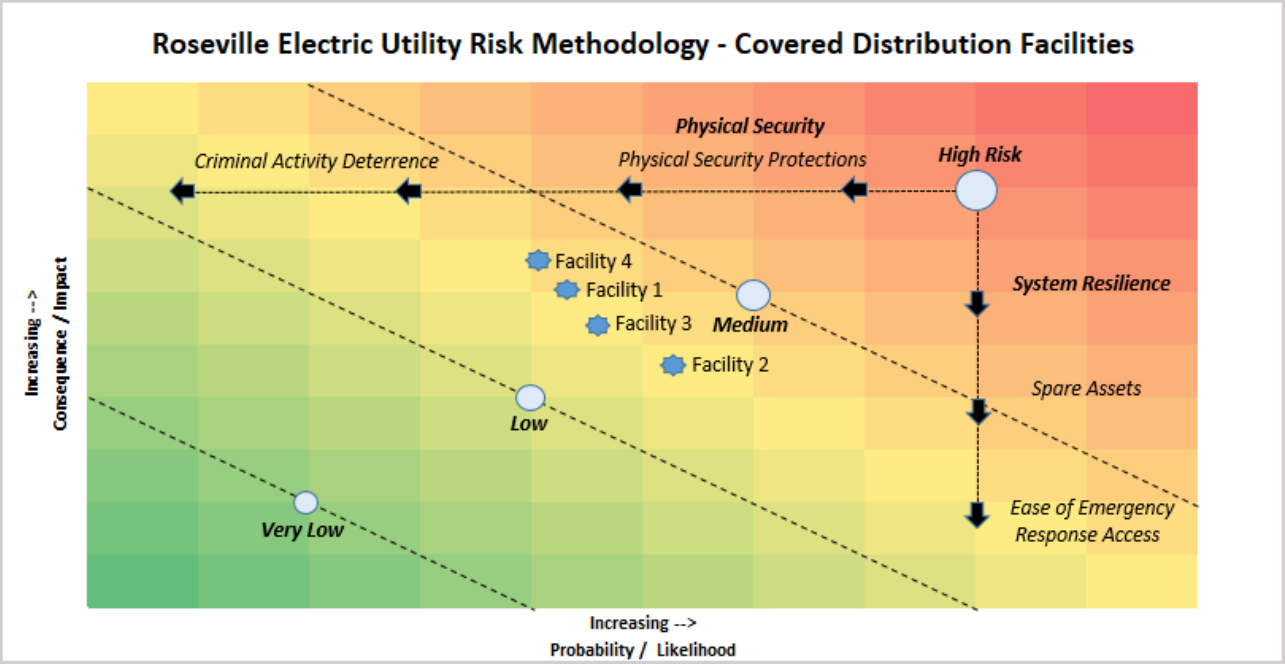

Figure 2: Roseville Risk Methodology Baseline Prior to Assessment

The heat map above indicates the baseline risk prior to existing physical and resilience measures that Roseville has in place or is in the active process of implementing based on the analysis performed during the assessment.

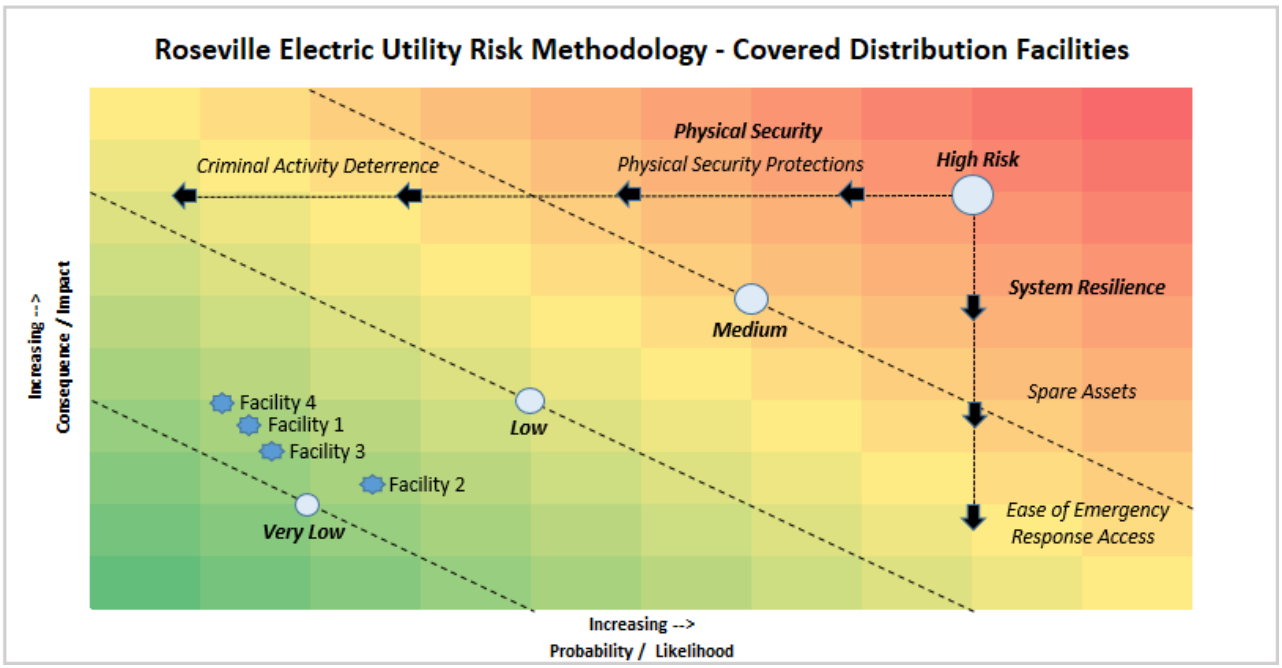

Figure 3: Roseville Risk Methodology Post Mitigation Measures

The post mitigation heat map above illustrates Roseville's four Covered Distribution Facilities risk exposure moving to the low/very low quadrant due to existing and planned physical and resilience measures. Roseville will continue to identify and assess potential risks associated with Covered Distribution Facilities and apply the methodologies described in this document consistent with D.19-01-018.

Roseville also considered the emerging threats below that after current evaluation considered them to be low risk:

- Insider threats: Roseville has a documented process that includes performing Personal Risk Assessments (PRA) during the hiring process to identify any potential past issues with the perspective employee being considered for employment. Roseville also has a documented process to remove the employee's physical and network access when they are no longer employed by Roseville.
- Unmanned aerial vehicles (UAVs): Roseville monitors and evaluates these emerging industry trends. UAV activity near the Covered Distribution Facilities was determined to be very low at this time.
- Supply chain risk: Should the Roseville supply chain become unavailable, Roseville would address this through spare assets on hand or request needed materials through the use of existing mutual aid agreements with neighboring utilities.

VII. INDEPENDENT EVALUATION AND RESPONSE (STEP 2)

A. REQUIREMENTS FOR QUALIFIED THIRD PARTY REVIEW

D.19-01-018 specifies the following criteria for a Qualified Third Party:

Independence: A Qualified Third Party cannot be a division of the POU. A governmental entity can select as the third-party reviewer another governmental entity within the same political subdivision, so long as the entity has the appropriate expertise, and is not a division of the POU that operates as a functional unit, i.e., a municipality could use its police department as its third-party reviewer if it has the appropriate expertise.

Adequate Qualifications: A Qualified Third Party must be an entity or organization with electric industry physical security experience and whose review staff has appropriate physical security expertise, which means that it meets one of the following: (1) an entity with at least one member who holds either an ASIS International Certified Protection Professional (CPP) or Physical Security Professional (PSP) certification; (2) an entity or organization with demonstrated law enforcement, government, or military physical security expertise; or (3) an entity or organization approved to do physical security assessments by the CPUC, Electric Reliability Organization, or similar electrical industry regulatory body.

B. IDENTIFICATION OF THIRD PARTY REVIEWER

Roseville ~~has~~ will select~~ed~~ a~~s its~~ Third Party Reviewer ~~AESI US, Inc. (AESI)~~for the 5-year review ~~or as needed~~. ~~AESI is an independent third party and not a part of the City of Roseville. AESI meets~~The reviewer will meet the second qualification criterion above, "an entity or organization with demonstrated law enforcement, government, or military physical security expertise."

C. PUBLIC RESULTS OF THIRD PARTY EVALUATION

AESI has reviewed the Roseville's Physical Security Plan pursuant to the California Public Utilities Commission's ("CPUC") Phase 1 Decision on Order Instituting Rulemaking Regarding the Physical Security of Electrical Corporations, dated January 10, 2019, which requires electric utilities to identify electric distribution assets that may merit special protection and measures to lessen identified risks and threats.

AESI made several recommendations to improve current physical security measures. The recommended changes are not a requirement but best industry practices.

D. ROSEVILLE ELECTRIC UTILITY RESPONSE

Roseville will ~~implement~~ develop a plan to install security cameras as ~~the~~ recommended physical security enhancements at the identified Covered Distribution Facilities ~~by December 31, 2022~~. Currently Roseville has separate physical security plans for different sections of the organization. ~~Roseville will work towards completing a holistic department wide physical security plan that would combine existing measures.~~

VIII. VALIDATION (STEP 3)

A. SELECTION OF QUALIFIED AUTHORITY

Roseville selected the Roseville Police Department as its Qualified Authority to conduct the validation step of the physical security as required. Roseville's Police Department is a separate department from the utility, therefore they are independent in their validation review. Employees from the Roseville Police Department have been through extensive training focusing on physical security of electric substations in the last five years. Roseville feels that the Roseville Police Department is the perfect entity to validate Roseville's Physical Security Plan and measures~~.~~ and may continue to use the Roseville Police Department in the future.

B. RESULTS OF QUALIFIED AUTHORITY REVIEW

The Roseville Police Department reviewed and determined that current measures are adequate based on the mitigation plan and the fact that local crimes are not targeting the Covered Distribution Facilities.

C. ROSEVILLE ELECTRIC UTILITY RESPONSE TO QUALIFIED AUTHORITY REVIEW

Roseville continues to work with the Roseville Police Department to improve and enhance physical security measures.

IX. NARRATIVE DESCRIPTIONS FOR UTILITY SECURITY PLAN

A. ASSET MANAGEMENT PROGRAM

Roseville utilizes a Computer Maintenance Management System (CMMS) for asset and inventory management. This software is an enterprise asset management solution (equipment, installations, buildings, etc.) and includes services such as purchasing, inventory, location management, service desk, and work planning.

This CMMS software tracks the majority of items in Roseville's warehouses. The software is used to:

- track when inventory falls below "safety-stock" reorder points
- perform cycle counts and make appropriate adjustments
- create purchase requisitions and purchase orders to restock needed items
- capture transactions such as receipts, issues, transfers and returns

The utilization of an inventory management program optimizes service levels by tracking each item's location, number in stock and how many are available. CMMS manages Roseville's field assets as well. Roseville uses time based scheduling for maintenance planning and inspections. Workforce mapping and asset visualization is accomplished through the CMMS's

geospatial connection to Roseville's Geographic Information System (GIS). Work orders are created and closed in the field on mobile devices which help to streamline the process.

B. WORKFORCE TRAINING AND RETENTION

Roseville staff are highly trained in all aspects of infrastructure operations at all four Covered Distribution Facilities. Personnel are available via call back in the event of an emergency and/or to initiate repairs utilizing Roseville's spare part inventory. Finally, Roseville is aware that retention of employees with these skill sets are a necessity and continues to work on maintaining a positive work environment.

C. PREVENTATIVE MAINTENANCE PLAN

Roseville has a Standard Operating Procedure as a documented preventative maintenance plan for identified equipment (PRC-005-6 or its successor version) to ensure that mitigation measures are functional and performing adequately. It establishes procedures for analyzing, mitigating, and providing documentation regarding failures and corrective action plans internally. It also establishes standard procedures for reporting protection system failures and misoperation.

Roseville performs preventative maintenance on a scheduled basis on all distribution facility assets, such as: breakers, switch gear, substation transformers, and physical security systems.

Roseville utilizes a maintenance program for substation inspections. The objective of this program is to establish a standard for utility operations use pertaining to type, frequency and grading of the City's electric utility substation activities.

Additionally, the Covered Distribution Facilities use a Computer Maintenance Management System (CMMS) to track and schedule maintenance activities. CMMS is a software package that maintains a computer database of information about Roseville's maintenance operations.

D. PHYSICAL SECURITY EVENT TRAINING

The City of Roseville has an Emergency Management Team (EMT) that meets regularly and has representatives from each City department as part of the team. The EMT works to ensure that the City of Roseville is prepared to respond to disasters that may occur within the City. The City Manager acts as the Emergency Services Director. The Director works closely with city staff during a disaster; while the day-to-day operation of disaster preparedness and readiness lies with the Emergency Preparedness Manager, a Roseville Fire Department Battalion Chief.

The City of Roseville is a member of the California Utility Emergency Association (CUEA), which plays a key role in ensuring communications between utilities during emergencies. CUEA serves as a point-of-contact for critical infrastructure utilities, CalOES and other governmental agencies before, during and after an event.

Roseville has worked with local law enforcement on the four Covered Distribution Facilities to educate them on physical hazards, points of entry and protection. Roseville and local law

enforcement participate semiannually with the City's EMT on Emergency Operations Center scenarios, further increasing communication between agencies. Roseville also belongs to the Electricity Information Sharing and Analysis Center (E-ISAC) which is a trusted source of quality analysis and rapid sharing of security information for the electric industry.

ROSEVILLE ELECTRIC UTILITY PHYSICAL SECURITY PLAN

PUBLIC REPORT ON ROSEVILLE ELECTRIC UTILITY'S PHYSICAL SECURITY PROGRAM FOR DISTRIBUTION-LEVEL FACILITIES

December 7, 2022

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I. OVERVIEW

A. GOAL OF UTILITY SECURITY PLAN

Ensuring the safety of its facilities is a top priority for Roseville Electric Utility (Roseville). Roseville prioritizes safety in all aspects of its design, operation, and maintenance practices. The overarching goal of this Utility Security Plan is to describe Roseville's risk management approach concerning "Covered Distribution Facilities" physical security as defined by the Joint IOU/POU Straw Proposal and D.19-01-018. Appropriate consideration of resiliency, impact, and cost factors were also considered.

B. DESCRIPTION OF ROSEVILLE ELECTRIC UTILITY

Roseville Electric Utility, as the City of Roseville's community-owned electric service, has provided reliable and affordable electric service for more than 100 years. The City of Roseville is located in Placer County, northeast of Sacramento, California along Interstate 80 and State Route 65 (38°45'9"N, 121°17'22" W), and has a population of nearly 140,000. In 2020, Roseville Electric Utility employed 153 people and served 63,507 customers, including 56,467 residential and 7,040 business customers. Roseville owns its distribution system, fifteen distribution substations (including two Receiving Substations). Roseville's system serves an area of 43 square miles, and maintains 145 miles of overhead lines and more than 704 miles of underground lines.

C. RESULTS OF UTILITY SECURITY PLAN ASSESSEMENT

Roseville has fifteen Distribution Facilities located within its service territory meeting the definition of Distribution Facility per D.19-01-018. A Distribution Facility is defined as an electric power substation associated with the distribution system and the primary feeders for supply to residential, commercial and/or industrial loads.

All fifteen Distribution Facilities were considered and evaluated in Roseville's Physical Security Program for Distribution Level Facilities. In order to identify which of the fifteen Distribution Substations within Roseville's service territory provide electricity to critical loads, a thorough risk assessment was completed in Section VI. The assessment identified four "Covered Distribution Facilities" as defined by the Joint IOU/POU Straw Proposal and D.19-01-018.

After an extensive review of Roseville's existing methodology, it was determined that the risk level for the four Covered Distribution Facilities was medium, with existing and planned mitigating measures sufficient to effectively mitigate the identified risks of a physical attack to a low/very low probability. Roseville continues to identify and assess potential risks associated with Covered Distribution Facilities and continues to apply the methodologies described in this document.

II. BACKGROUND

On April 16, 2013, one or more individuals attacked equipment located within Pacific Gas and Electric Company's (PG&E) Metcalf Transmission Substation, ultimately damaging 17 transformers. These individuals also cut nearby fiber-optic telecommunication cables owned by AT&T. In response to the attack, the Federal Energy Regulatory Commission (FERC) directed the North American Electric Reliability Corporation (NERC) to develop new physical security requirements, resulting in the creation of CIP-014.

At the state level, Senator Jerry Hill authored SB 699 (2014), directing the California Public Utilities Commission (CPUC) to "consider adopting rules to address the physical security risks to the distribution systems of electrical corporations." In response to SB 699, the CPUC's Safety and Enforcement Division (SED) prepared a white paper proposing a new requirement for investor owned utilities (IOUs) and publicly owned utilities (POUs) to develop security plans that would identify security risks to their distribution and transmission systems, and propose methods to mitigate those risks. The CPUC hosted a series of workshops to better understand the state of utility physical security protections and to seek input on refining their proposal.

In order to support the CPUC's development of reasonable industry standards for state-level regulations of physical security, the California Municipal Utilities Association (CMUA), which is the statewide trade association for POUs, coordinated with the state's IOUs to develop a comprehensive Straw Proposal[1] (Joint IOU/POU Straw Proposal) for a process to identify at-risk facilities and, if necessary, develop physical security mitigation plans. As a member of CMUA, Roseville staff participated in the development of the Joint IOU/POU Straw Proposal through a CMUA working group as well as through direct meetings with the IOUs. The Joint POU/IOU Straw Proposal set out a guideline for the following: (1) identifying if the utility has any high priority distribution facilities; (2) evaluating the potential risks to those high priority distribution facilities; (3) for determining the distribution facilities where the identified risks are not effectively mitigated through existing resilience/security measures and a process for developing a mitigation plan; (4) a process where a third party reviews the mitigation plans; (5) a document retention policy; (6) a verification process established by the POU governing board; and (7) for information sharing protocols.

SED filed a response[2] to the Joint IOU/POU Straw Proposal that recommended various modifications and clarifications, including a six step process. Additionally, SED recommended that the utility mitigation plans include: (1) an assessment of supply chain vulnerabilities; (2) training programs for law enforcement and utility staff to improve communication during physical security events; and (3) an assessment of any near-by communication utility infrastructure that supports a distribution substation.

[1] Straw Proposal available at: https://www.cpuc.ca.gov/uploadedFiles/CPUCWebsite/Content/Safety/Risk_Assessment/physicalsecurity/R1506009-Updated%20Joint%20Straw%20Proposal%20and%20Cover%20083117%20Filing.pdf.

[2] SED Response available at: https://www.cpuc.ca.gov/uploadedFiles/CPUCWebsite/Content/Safety/Risk_Assessment/physicalsecurity/Final%20Staff%20Recommendation%20for%20Commission%20Consideration%20010318.pdf.

In early 2019, the CPUC approved Decision (D.) 19-01-018, which adopted the Joint IOU/POU Straw Proposal as modified by the SED proposal, with additional clarifications and guidance. D.19-01-018 clarified that where there is a conflict between the Straw Proposal and the SED Proposal, then it is the rule in the SED Proposal that controls.[3]

The POUs generally treat CPUC safety rules for electric utility supply systems as key industry standards. This Utility Security Plan describes Roseville Electric Utility's conformance with the industry standard set by D.19-01-018.

III. PLAN DEVELOPMENT PROCESS

A. PHYSICAL SECURITY PRINCIPLES

The Joint IOU/POU Straw Proposal seeks to support the creation of a risk management approach toward distribution system physical security, with appropriate considerations of resiliency, impact, and cost. In order to accomplish this risk-based approach, the Joint IOU/POU Straw Proposal identifies several principles to guide the development of each individual utility's program. These principles are the following:

1. Distribution systems are not subject to the same physical security risks and associated consequences, including threats of physical attack by terrorists, as the transmission system.

2. Distribution utilities will not be able to eliminate the risk of a physical attack occurring, but certain actions can be taken to reduce the risk or consequences, or both, of a significant attack.

3. A one-size-fits-all standard or rule will not work. Distribution utilities should have the flexibility to address physical security risks in a manner that works best for their systems and unique situations, consistent with a risk management approach.

4. Protecting the distribution system should consider both physical security protection and operational resiliency or redundancy.

5. The focus should not be on all Distribution Substations, but only those that risk dictates would require additional measures.

6. Planning and coordination with the appropriate federal and state regulatory and law enforcement authorities will help prepare for attacks on the electrical distribution system and thereby help reduce or mitigate the potential consequences of such attacks.

[3] D.19-01-018 at 43, footnote 58 ("Should there be any question of which shall predominate should there be any incongruity or conflict between a utility or SED RASA recommended rule, the SED RASA rule shall apply.").

B. UTILITY SECURITY PLAN DEVELOPMENT PROCESS

Roseville utilized a multi-step process to develop this Utility Security Plan that is consistent with the Joint IOU/POU Straw Proposal and D.19-01-018. The intent of the proposal is to implement a risk management approach toward distribution system physical security, with appropriate consideration of resiliency, impact, and cost. In order to accomplish this risk-based approach, general principles were derived from information described and evaluated during meetings to guide the utility's overall evaluation of Distribution Facilities. The relevant six steps of that process are the following:

STEP 1: ASSESSMENT/PLAN DEVELOPMENT

Roseville's staff prepared a Draft Utility Security Plan through the process set forth in Steps 1A, 1B, and 1C. Please note the following principles:

- Distribution Facilities will not be able to eliminate the risk of a physical attack occurring, but certain actions can be taken to reduce the risk or consequences of a significant attack.
- Distribution Facilities should have the flexibility to address physical security risks in a manner that works best for their systems and unique situations, consistent with a risk management approach.
- The focus of this assessment is both physical security protection and operational resiliency on the identified critical load facilities (Covered Distribution Facilities) in which additional risk mitigation measures are required.

STEP 1A: IDENTIFY COVERED DISTRIBUTION FACILITIES

Roseville evaluated all distribution-level facilities in its service territory that are subject to its control to determine if any facility met the definition of a "Covered Distribution Facility" pursuant to the factors identified in the Joint IOU/POU Straw Proposal as modified by D.19-01-018.

STEP 1B: PERFORM RISK ASSESSMENT

For every individual "Covered Distribution Facility" identified in the Joint IOU/POU Straw Proposal as modified by D.19-01-018 pursuant to Step 1A, Roseville performed an evaluation of the potential risks associated with a successful physical attack that Covered Distribution Facilities, and whether existing grid resiliency, back-up generation, and/or physical security measures appropriately mitigate identified risks.

STEP 1C: DEVELOP MITIGATION PLAN

If there are any individual Covered Distribution Facilities where the Risk Assessment performed pursuant to Step 1B finds that the existing mitigation and/or resiliency measures do not effectively mitigate the identified risks, then Roseville will develop a Mitigation Plan for that

Covered Distribution Facilities. The Mitigation Plan will use a risk-based approach to select reasonable and cost-effective measures that can either be security focused (*e.g.*, walls or alarms) or resiliency focused (*e.g.*, adequate spare parts).

STEP 2: INDEPENDENT REVIEW

Roseville's Utility Security Plan cycle will contain the identification process, risk assessment, and Mitigation Plan development performed pursuant to Steps 1A, 1B, and 1C. This documentation in combination with the narrative description in Sections IV-VI below will constitute Roseville Electric Utility's Draft Utility Security Plan. Each Draft Utility Security Plan is submitted to a Qualified Third Party for Independent Review. The Qualified Third Party may then issue an evaluation that identifies any potential deficiencies in the Draft Utility Security Plan as well as recommendations for improvements. Roseville will then modify its plan to address any identified deficiencies or recommendations. The combination of the Draft Utility Security Plan, the non-confidential conclusions of the Qualified Third Party, and Roseville's responses to the Qualified Third Party Review will constitute Roseville Electric Utility's Utility Security Plan.

STEP 3: VALIDATION

Roseville may submit its Utility Security Plan to a qualified authority for review. Such entity will provide additional feedback and evaluation of Roseville Electric Utility's Utility Security Plan and, to the extent that this entity is authorized, such entity deems the Utility Security Plan as adequate.

STEP 4: ADOPTION

Roseville's Utility Security Plan will be presented to and adopted by City of Roseville's Council at a public meeting.

STEP 5: MAINTENANCE

Roseville will refine and update the Utility Security on an ongoing basis as appropriate and necessary to preserve plan integrity.

STEP 6: REPEAT PROCESS

Roseville will repeat this six step process at least once every five years or sooner if circumstances dictate.

IV. IDENTIFICATION OF COVERED DISTRIBUTION FACILITY (STEP 1A)

As described in Section III, Step 1A of the Utility Security Plan process involves assessing all distribution-level facilities that are subject to the control of Roseville to determine which facilities are "Covered Distribution Facilities" subject to the need for a risk assessment. This Section describes the factors that Roseville used to evaluate its distribution facilities and the results of its evaluation.

A. IDENTIFICATION FACTORS

The Joint IOU/POU Straw Proposal defines seven screening factors to determine if a facility is a "Covered Distribution Facility." Some factors require additional definitions and/or clarifications in order to be applied to Roseville's facilities. The following Table provides the Joint IOU/POU Straw Proposals Factors as modified/clarified by Roseville.

Factor	Joint IOU/POU Straw Proposal Description	Roseville's Specific Approach*
1	Distribution Facility necessary for crank path, black start or capability essential to the restoration of regional electricity service that are not subject to the California Independent System Operator's (CAISO) operational control and/or subject to North American Electric Reliability Corporation (NERC) Reliability Standard CIP-014-2 or its successors	Roseville reviewed system operations, grid operations, and area planning to identify any crank path or black start essential facilities within Roseville Electric Utility's service territory. As Roseville does not have any black start facilities in the state of California, no loads or facilities meet this criteria.
2	Distribution Facility that is the primary source of electrical service to a military installation essential to national security and/or emergency response services (may include certain airfields, command centers, weapons stations, emergency supply depots)	Roseville reviewed customer and load attributes to identify those specifically critical to national security and/or emergency response services. Roseville potentially identified and included 1 primary source of electrical service.
3	Distribution Facility that serves installations necessary for the provision of regional drinking water supplies and wastewater services (may include certain aqueducts, well fields, groundwater pumps, and treatment plants)	Roseville defines "regional drinking water supplies and wastewater services" to mean a facility providing the primary source of these services to over 40,000 customer accounts or to an area with a population of over 100,000. Based on the approach described above, Roseville identified and included 2 Distribution Facilities with the potential to impact a significant portion of the Roseville community.
4	Distribution Facility that serves a regional public safety establishment (may include County Emergency Operations Centers; county sheriff's department and major city police department headquarters; major state and county fire service headquarters; county jails and state and federal prisons; and 911 dispatch centers)	Roseville defines "regional public safety establishment" as any of the following: (1) a major police or fire department serving 1.5 million population with an least 1000 sworn officers; (2) County Sheriff's Department Headquarters; (3) County Emergency Operations Center; (4) County/State Fire

		headquarters; (5) a California State Prison; (5) a United States Penitentiary; or (6) a Federal Correctional Institute. Roseville identified 1 Distribution Facility that met this requirement.
5	Distribution Facility that serves a major transportation facility (may include International Airport, Mega Seaport, other air traffic control center, and international border crossing)	In addition to the facilities listed in the Joint IOU/POU Straw Proposal, Roseville defines a "major transportation facility" as any transportation facility that has (1) an average of 600 or more flights per day; or (2) 50,000 passengers per day. Roseville identified 1 Distribution Facility that met this requirement.
6	Distribution Facility that serves as a Level 1 Trauma Center as designated by the Office of Statewide Health Planning and Development	Roseville reviewed current listings of Level 1 Trauma Centers and cross referenced with the company's service territory and customer information. No Level 1 Trauma Centers are found to be located within Roseville Electric Utility's service territory.
7	Distribution Facility that serves over 60,000 meters	Roseville identified a Distribution Facility providing electrical service to over 60,000 customers.

Note: The "Roseville's Specific Approach" in the table above was defined by Electric Staff.

B. IDENTIFICATION ANALYSIS

In performing this identification analysis, Roseville is assessing all distribution level facilities that are subject to its exclusive control, or if the facility is jointly owned, the joint ownership agreement identifies Roseville as the entity responsible for operation and maintenance. These specific types of facilities include Distribution Facilities.

Based on this scope, Roseville has identified fifteen Distribution Facilities that are subject to this identification analysis. Of the fifteen Distribution Substations, four fell within one of the covered categories listed above. The Covered Distribution Facility Category Matrix below summarizes this analysis.

Facility ID	1. Crank Path, Black Start	2. Military Installation	3. Regional Drinking Water/ Wastewater Services	4. Regional Public Safety	5. Major Transportation Facility	6. Level 1 Trauma Center	7. Over 60,000 Meters
Facility 1			X		X		
Facility 2			X				
Facility 3				X			
Facility 4							X

Covered Distribution Facility Category Matrix

V. RISK ASSESSMENT (STEP 1B)

A. METHODOLOGY

Pursuant to the process identified in the Joint IOU/POU Straw Proposal and D.19-01-018, Roseville will assess the potential risks associated with a successful physical attack on each of the Covered Distribution Facilities identified in Section IV above. For purpose of this analysis, a physical attack is limited to the following: (1) theft; (2) vandalism; (3) discharge of a firearm; and (4) sabotage. A "successful physical attack" is limited to circumstances where a theft, vandalism, discharge of a firearm, and/or sabotage has directly led to the failure of any elements of the Covered Distribution Facility that are necessary to provide uninterrupted service to the specific load identified in Section IV. While no sabotage related incident has occurred at the facilities in the past, Roseville continues to monitor for sabotage related threats.

In order to perform this risk analysis, Roseville evaluated the relative risk that (1) a physical attack on a Covered Distribution Facility will be successful considering the protective measures in place; or (2) that the impacts of a successful attack will be mitigated due to resiliency and other measures in place.

B. MITIGATION MEASURES

D.19-01-018 identifies the specific mitigation measures that a utility should consider when performing this risk analysis. The following table lists these mitigation measures and provides additional clarifications that are necessary to apply these measures to Roseville's territory.

Measure	D.19-01-018 Description	Additional Clarification
1	The existing system resiliency and/or redundancy solutions (e.g., switching the load to another distribution substation or circuit capable of serving the load, temporary circuit ties, mobile generation and/or storage solutions).	No additional clarification.
2	The availability of spare assets to restore a particular load.	No additional clarification.
3	The existing physical security protections to reasonably address the risk.	No additional clarification.
4	The potential for emergency responders to identify and respond to an attack in a timely manner.	Each facility is evaluated based on a law enforcement officer arriving at the Covered Distribution Facility within 15 minutes of a report from the public of a break in or attack, or of Roseville notifying the law enforcement agency of the triggering of an alarm at the facility.
5	Location and physical surroundings, including proximity to gas pipelines and geographical challenges, and impacts of weather.	Roseville evaluated this element based on the proximity of the Covered Distribution Facility to populated areas and the extent to which the interior of the facility is

		shielded from view due to walls, vegetation, or other visual obstructions.
6	History of criminal activity at the Distribution Facility and in the area.	Roseville evaluated the property crime rates in the immediate vicinity of the Covered Distribution Facility from Roseville Police Department and compared those crimes rates to property crime rates for the county and the state to determine if the area is subject to a higher than average incidence of property related crimes.
7	The availability of other sources of energy to serve the load (e.g., customer owned back-up generation or storage solutions).	No additional clarification.
8	The availability of alternative ways to meet the health, safety, or security.	No additional clarification.
9	Requirements served by the load (e.g., back up command center or water storage facility).	No additional clarification.

Figure 1 below illustrates the causes of a successful physical security attack (Top Event) and Covered Distribution Facility consequences, as well as prevention measures to prevent a physical security attack and control measures that can be employed to mitigate the outcome.

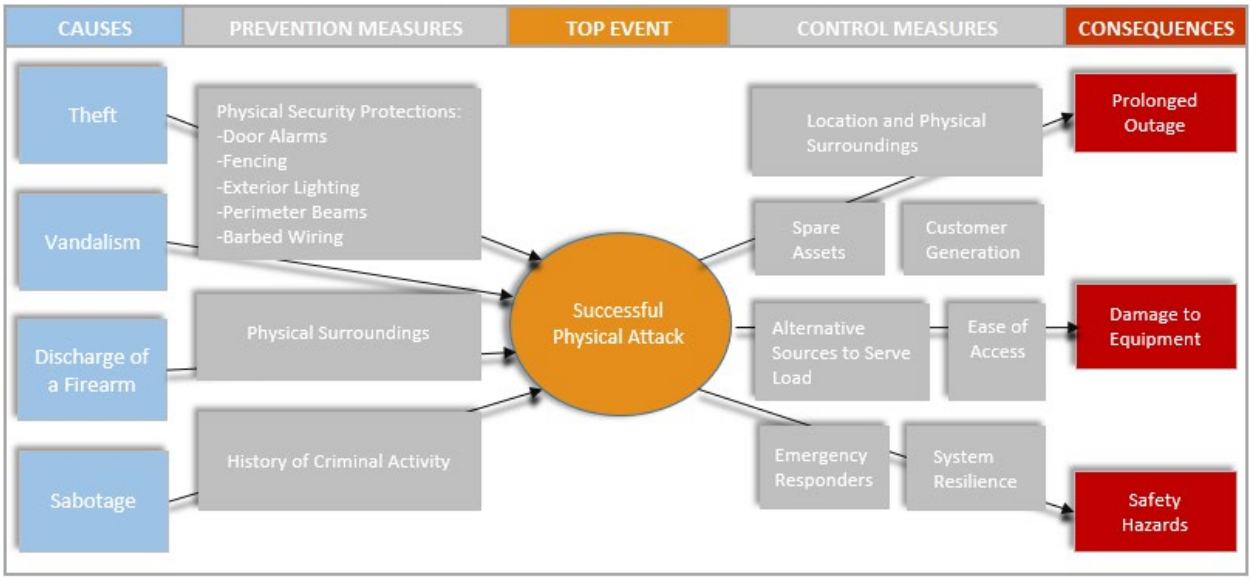


Figure 1: Roseville Bow-Tie Assessment of Covered Distribution Facilities

C. RISK ASSESSMENT

Based on the process described in the Joint IOU/POU Straw Proposal and the direction provided in D.19-01-018, Roseville has determined that of the four Covered Distribution Facilities identified in Section IV, the existing programs and measures in effect at each Covered Distribution Facility effectively mitigate the risks of a physical attack.

All Covered Distribution Facilities are initially designated as high risk given the nature of the proceeding and the assessment of impact through the identification of critical loads. The assessed risk level of each Covered Distribution Facility is then a result of both the presence and the effectiveness of existing prevention and control mitigation measures in place. A greater number of more effective measures reduce the risk level at a greater rate than fewer or less effective measures.

The following section includes the results of applying this methodology to the four Covered Distribution Facilities along with the resulting assessment of each mitigation measure for each Covered Distribution Facility and the assessed risk level.

The following table provides the results of applying this methodology to the four Covered Distribution Facilities and a summary of Roseville's assessment of each mitigation measure for each Covered Distribution Facility.

Mitigation	Facility 1	Facility 2	Facility 3	Facility 4
1. The existing system resiliency and/or redundancy solutions (e.g., switching the load to another substation or circuit capable of serving the load, temporary circuit ties, mobile generation and/or storage solutions).	Fully Effective	Fully Effective	Fully Effective	Fully Effective
2. The availability of spare assets to restore a particular load.	Partly Effective	Partly Effective	Partly Effective	Partly Effective
3. The existing physical security protections to reasonably address the risk.	Partly Effective	Partly Effective	Fully Effective	Partly Effective
4. The potential for emergency responders to identify and respond to an attack in a timely manner.	Fully Effective	Fully Effective	Fully Effective	Fully Effective
5. Location and physical surroundings, including proximity to gas pipelines and geographical challenges, and impacts of weather.	Fully Effective	Fully Effective	Fully Effective	Fully Effective
6. History of criminal activity at the Distribution Facility and in the area.	Fully Effective	Fully Effective	Fully Effective	Fully Effective
7. The availability of other sources of energy to serve the load (e.g., customer owned back-up generation or storage solutions).	Fully Effective	Fully Effective	Fully Effective	Fully Effective
8. The availability of alternative ways to meet the health, safety, or security.	Fully Effective	Fully Effective	Fully Effective	Fully Effective
9. Requirements served by the load (e.g., back up command center or water storage facility).	Fully Effective	Fully Effective	Fully Effective	Fully Effective

As identified above, the four identified Covered Distribution Facilities have existing mitigating measures sufficient to effectively mitigate the identified risks of a physical attack. These facilities are discussed in Section VI.

VI. COVERED DISTRIBUTION FACILITY MITIGATION PLANS (STEP 1C)

Pursuant to the process identified in the Joint IOU/POU Straw Proposal and D.19-01-018, Roseville has determined that for the four Covered Distribution Facilities that are subject to Roseville's control, the existing and planned mitigation measures effectively reduce the risk of a physical security attack to a from medium to low/very low risk. This section describes the existing Mitigation Plan that Roseville utilizes for the four Covered Distribution Facilities.

In order to perform this risk analysis, Roseville evaluated the relative risk that (1) a physical attack on a Covered Distribution Facility would be successful considering the protective measures in place; or (2) that the impacts of a successful attack would be mitigated due to resiliency and other measures in place. Throughout the below analysis Roseville determined that the physical security risks for the identified Covered Distribution Facilities are low with Roseville's existing resiliency, security measures, and planned mitigation efforts.

1. *System resilience:* The vast majority of Roseville's system has been designed to handle the anticipated loss of service to a major component (transformer, 60kv line, 12kv feeder etc.). Once Roseville reaches the individual customer level, loss of a pad mount transformer or service drop would require the repair/replacement prior to having the power restored.

2. *Spare assets:* Roseville's system has been designed to accommodate the loss of any one of the identified Covered Distribution Facilities (via switching on Roseville's distribution system). Other components such as wire, cable, distribution switches, pad mount transformers, and wood pole replacements are readily available in stock, with the exception of metal switchgear.

   Roseville performs detailed contingency analysis on the loss of a substation transformer biennially. This analysis is performed using distribution load flow software and takes into account updated load forecasts. Detailed switching schedules have been prepared for the loss of every substation transformer. While Roseville operates a radial distribution system, all circuits are looped (with normal open points) and mitigation of the loss of a transformer can be accommodated by using the excess capacity on other substation transformers and 12kV circuits.

3. *Existing physical security protections:* Includes door alarms, brick and wire fencing, exterior lighting, barbed wire, and perimeter beams. Note that door alarms, perimeter beams, and exterior gate contacts are monitored through the Roseville SCADA system.

4. *Emergency responders to respond to occurrence:* The Covered Distribution Facilities were not built with the express purpose of emergency responder access however, all are

within the City limits, and most are adjacent to roadways and have reasonable access for the Roseville Police Department and Roseville Fire Department emergency response crews. Important to note that City of Roseville is a full service city with its own fire and police departments.

5. *Location and physical surroundings, including proximity to gas pipelines and geographical challenges, and impacts of weather:* The above mentioned Covered Distribution Facilities are located in an urban area and all are within the City of Roseville limits. No major gas transportation pipelines are close to the Covered Distribution Facilities.

6. *History of criminal activity at the Covered Distribution Facilities and in the area:* Graffiti happens infrequently (not typical) and addressed during monthly routine inspections as needed (if graffiti is detected it is addressed within two days). Roseville has had one theft at Facility 2 (loss of a portable propane tank) in 2018.

7. *The availability of other sources of energy to serve the load (e.g., customer owned back-up generation or storage solutions):* Roseville has evaluated the potential for customer owned generation at each critical load as a part of this assessment. All identified critical load entities maintain backup generation in the event that a successful physical attack occurs on the Covered Distribution Facilities and in the highly unlikely event that secondary sources are not available. The backups are tested on a yearly basis to ensure they are working if they are called upon. City owned critical facilities are evaluated on an annual basis to ensure backup generation is reliable and available.

8. *The availability of alternative ways to meet the health, safety, or security:* Roseville's existing resilience, backup generation, and availability of secondary sources to feed the load provide multiple options to meet health, safety, and security. At this time, Roseville is not formally considering providing alternate ways to meet the needs served by the critical loads as these needs are fully covered currently.

9. *Requirements served by the load:* The critical loads have backup generation available and are able to be fed by secondary sources. As a result it was determined that the load requirements would be met through alternative means as discussed in this section.

A. COVERED DISTRIBUTION FACILITY MITIGATION PLAN

Roseville operates the electric grid with the lowest level of risk reasonably attainable. After an extensive review of Roseville's existing methodology, it was determined that the risk level for the four Covered Distribution Facilities was slightly below medium. This Facility Mitigation Plan will increase the physical security measures. Roseville takes an active approach to both physical security and system resilience, thus proactively reducing potential risks, as shown in Figure 2 & 3 below.

The previous version of the plan indicated that Roseville would take measures to increase security by December 31, 2022. Roseville has identified several measures as best practice for

covered facilities. Roseville will begin a multi-year process to incorporate these improvements to new and existing substations as practical.

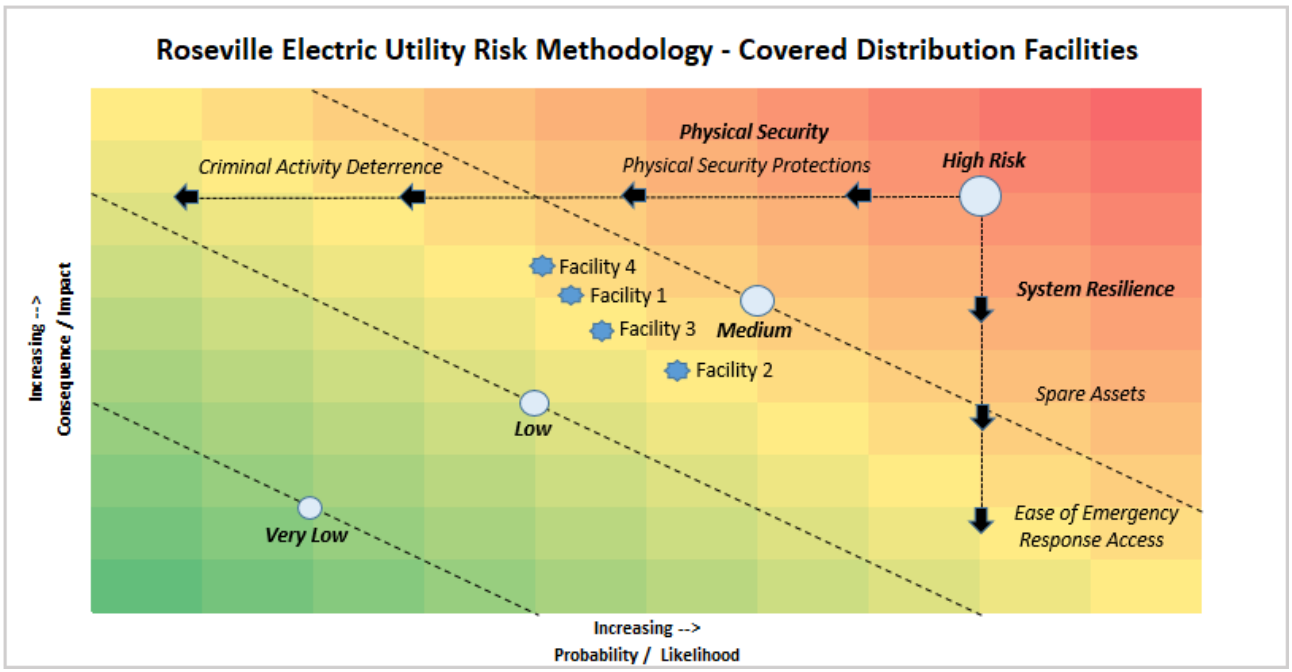


Figure 2: Roseville Risk Methodology Baseline Prior to Assessment

The heat map above indicates the baseline risk prior to existing physical and resilience measures that Roseville has in place or is in the active process of implementing based on the analysis performed during the assessment.

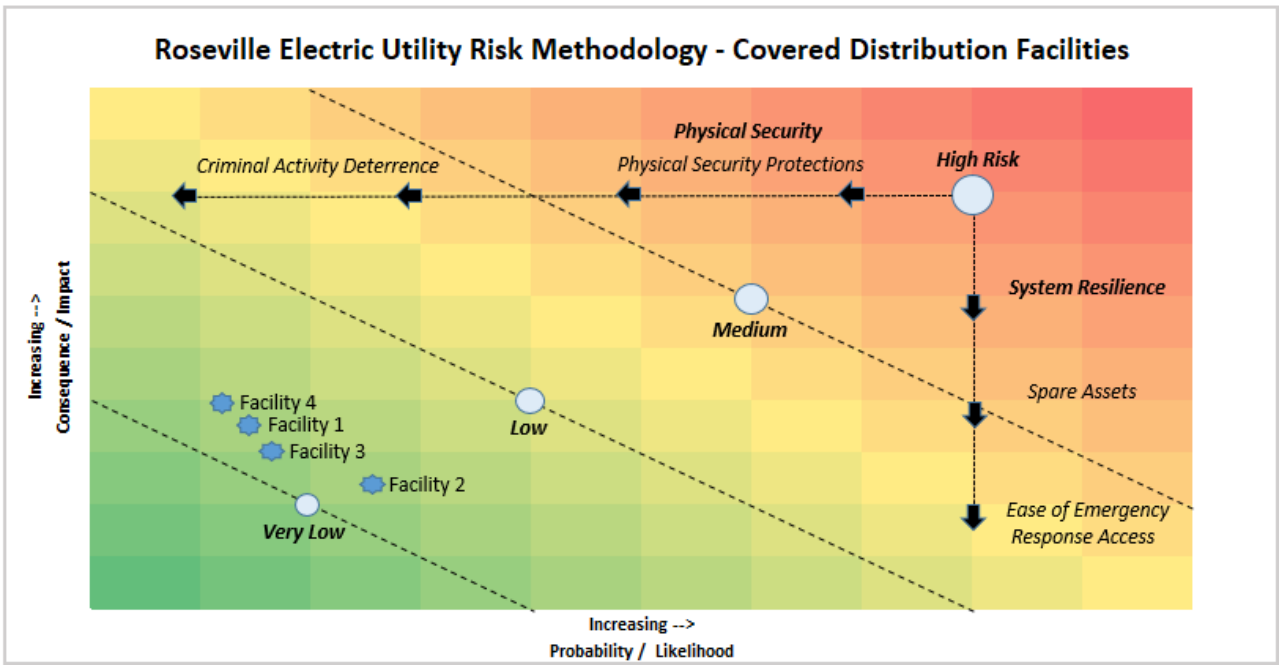


Figure 3: Roseville Risk Methodology Post Mitigation Measures

The post mitigation heat map above illustrates Roseville's four Covered Distribution Facilities risk exposure moving to the low/very low quadrant due to existing and planned physical and resilience measures. Roseville will continue to identify and assess potential risks associated with Covered Distribution Facilities and apply the methodologies described in this document consistent with D.19-01-018.

Roseville also considered the emerging threats below that after current evaluation considered them to be low risk:

- Insider threats: Roseville has a documented process that includes performing Personal Risk Assessments (PRA) during the hiring process to identify any potential past issues with the perspective employee being considered for employment. Roseville also has a documented process to remove the employee's physical and network access when they are no longer employed by Roseville.
- Unmanned aerial vehicles (UAVs): Roseville monitors and evaluates these emerging industry trends. UAV activity near the Covered Distribution Facilities was determined to be very low at this time.
- Supply chain risk: Should the Roseville supply chain become unavailable, Roseville would address this through spare assets on hand or request needed materials through the use of existing mutual aid agreements with neighboring utilities.

VII. INDEPENDENT EVALUATION AND RESPONSE (STEP 2)

A. REQUIREMENTS FOR QUALIFIED THIRD PARTY REVIEW

D.19-01-018 specifies the following criteria for a Qualified Third Party:

Independence: A Qualified Third Party cannot be a division of the POU. A governmental entity can select as the third-party reviewer another governmental entity within the same political subdivision, so long as the entity has the appropriate expertise, and is not a division of the POU that operates as a functional unit, i.e., a municipality could use its police department as its third-party reviewer if it has the appropriate expertise.

Adequate Qualifications: A Qualified Third Party must be an entity or organization with electric industry physical security experience and whose review staff has appropriate physical security expertise, which means that it meets one of the following: (1) an entity with at least one member who holds either an ASIS International Certified Protection Professional (CPP) or Physical Security Professional (PSP) certification; (2) an entity or organization with demonstrated law enforcement, government, or military physical security expertise; or (3) an entity or organization approved to do physical security assessments by the CPUC, Electric Reliability Organization, or similar electrical industry regulatory body.

B. IDENTIFICATION OF THIRD PARTY REVIEWER

Roseville will select a Third Party Reviewer for the 5-year review. The reviewer will meet the second qualification criterion above, "an entity or organization with demonstrated law enforcement, government, or military physical security expertise."

C. PUBLIC RESULTS OF THIRD PARTY EVALUATION

AESI has reviewed the Roseville's Physical Security Plan pursuant to the California Public Utilities Commission's ("CPUC") Phase 1 Decision on Order Instituting Rulemaking Regarding the Physical Security of Electrical Corporations, dated January 10, 2019, which requires electric utilities to identify electric distribution assets that may merit special protection and measures to lessen identified risks and threats.

AESI made several recommendations to improve current physical security measures. The recommended changes are not a requirement but best industry practices.

D. ROSEVILLE ELECTRIC UTILITY RESPONSE

Roseville will develop a plan to install security cameras as recommended physical security enhancements at the identified Covered Distribution Facilities. Currently Roseville has separate physical security plans for different sections of the organization.

VIII. VALIDATION (STEP 3)

A. SELECTION OF QUALIFIED AUTHORITY

Roseville selected the Roseville Police Department as its Qualified Authority to conduct the validation step of the physical security as required. Roseville's Police Department is a separate department from the utility, therefore they are independent in their validation review. Employees from the Roseville Police Department have been through extensive training focusing on physical security of electric substations in the last five years. Roseville feels that the Roseville Police Department is the perfect entity to validate Roseville's Physical Security Plan and measures and may continue to use the Roseville Police Department in the future.

B. RESULTS OF QUALIFIED AUTHORITY REVIEW

The Roseville Police Department reviewed and determined that current measures are adequate based on the mitigation plan and the fact that local crimes are not targeting the Covered Distribution Facilities.

C. ROSEVILLE ELECTRIC UTILITY RESPONSE TO QUALIFIED AUTHORITY REVIEW

Roseville continues to work with the Roseville Police Department to improve and enhance physical security measures.

IX. NARRATIVE DESCRIPTIONS FOR UTILITY SECURITY PLAN

A. ASSET MANAGEMENT PROGRAM

Roseville utilizes a Computer Maintenance Management System (CMMS) for asset and inventory management. This software is an enterprise asset management solution (equipment, installations, buildings, etc.) and includes services such as purchasing, inventory, location management, service desk, and work planning.

This CMMS software tracks the majority of items in Roseville's warehouses. The software is used to:

- track when inventory falls below "safety-stock" reorder points
- perform cycle counts and make appropriate adjustments
- create purchase requisitions and purchase orders to restock needed items
- capture transactions such as receipts, issues, transfers and returns

The utilization of an inventory management program optimizes service levels by tracking each item's location, number in stock and how many are available. CMMS manages Roseville's field assets as well. Roseville uses time based scheduling for maintenance planning and inspections. Workforce mapping and asset visualization is accomplished through the CMMS's geospatial connection to Roseville's Geographic Information System (GIS). Work orders are created and closed in the field on mobile devices which help to streamline the process.

B. WORKFORCE TRAINING AND RETENTION

Roseville staff are highly trained in all aspects of infrastructure operations at all four Covered Distribution Facilities. Personnel are available via call back in the event of an emergency and/or to initiate repairs utilizing Roseville's spare part inventory. Finally, Roseville is aware that retention of employees with these skill sets are a necessity and continues to work on maintaining a positive work environment.

C. PREVENTATIVE MAINTENANCE PLAN

Roseville has a Standard Operating Procedure as a documented preventative maintenance plan for identified equipment (PRC-005-6 or its successor version) to ensure that mitigation measures are functional and performing adequately. It establishes procedures for analyzing, mitigating, and providing documentation regarding failures and corrective action plans internally. It also establishes standard procedures for reporting protection system failures and misoperation.

Roseville performs preventative maintenance on a scheduled basis on all distribution facility assets, such as: breakers, switch gear, substation transformers, and physical security systems.

Roseville utilizes a maintenance program for substation inspections. The objective of this program is to establish a standard for utility operations use pertaining to type, frequency and grading of the City's electric utility substation activities.

Additionally, the Covered Distribution Facilities use a Computer Maintenance Management System (CMMS) to track and schedule maintenance activities. CMMS is a software package that maintains a computer database of information about Roseville's maintenance operations.

D. PHYSICAL SECURITY EVENT TRAINING

The City of Roseville has an Emergency Management Team (EMT) that meets regularly and has representatives from each City department as part of the team. The EMT works to ensure that the City of Roseville is prepared to respond to disasters that may occur within the City. The City Manager acts as the Emergency Services Director. The Director works closely with city staff during a disaster; while the day-to-day operation of disaster preparedness and readiness lies with the Emergency Preparedness Manager, a Roseville Fire Department Battalion Chief.

The City of Roseville is a member of the California Utility Emergency Association (CUEA), which plays a key role in ensuring communications between utilities during emergencies. CUEA serves as a point-of-contact for critical infrastructure utilities, CalOES and other governmental agencies before, during and after an event.

Roseville has worked with local law enforcement on the four Covered Distribution Facilities to educate them on physical hazards, points of entry and protection. Roseville and local law enforcement participate semiannually with the City's EMT on Emergency Operations Center scenarios, further increasing communication between agencies. Roseville also belongs to the Electricity Information Sharing and Analysis Center (E-ISAC) which is a trusted source of quality analysis and rapid sharing of security information for the electric industry.

COUNCIL COMMUNICATION

CC #: 2428
File #: 0210 & 0400-04-03-1

Title:	Northwest Roseville Specific Plan Parcel 27 - Workout and Settlement Agreement Amendment
Contact:	Mike Isom 916-774-5527 misom@roseville.ca.us

Meeting Date: 12/7/2022
Item #: 6.17.

RECOMMENDATION TO COUNCIL

Staff requests that the City Council adopt a resolution authorizing the City Manager to execute an amendment to the "Workout Agreement" with CC Drive, L.L.C. previously adopted by the Council in March of 2007 and amended in September of 2009, in December of 2011, in November of 2013, in December of 2015, in December of 2017, and in November of 2020. The Workout Agreement was designed to cure the tax defaulted status of a parcel of real property in the Northwest Roseville Community Facilities District No. 1 ("CFD No. 1" or "District"). The principal purpose of the proposed amendment is to provide the landowner with additional time to make a lump sum payment of back taxes owed on the property by substituting a payment due date of December 10, 2024 for the current December 10, 2022 requirement.

BACKGROUND

The 15+ acre real property that is the subject of the Workout Agreement is NWRSP Parcel No. 27. The parcel is located on McAnally Drive between Woodcreek Oaks Boulevard and Country Club Drive. The development potential of the property is substantially constrained by overhead high-tension electric lines and by the existence of wetlands created by Kaseberg Creek. Despite these development constraints, the entire 15 acres of Parcel 27 was assessed special taxes (of approximately $98,500 per year) when CFD No. 1 was formed.

In the mid-1990's the City foreclosed on the property because of the defaults which by then (with the addition of penalties and interest) totaled nearly $535,000. The foreclosure resulted in a court judgment ordering the property to a tax sale. CC Drive, L.L.C. acquired the property with the intent of curing the 16-year special tax/assessment default by way of a Workout Agreement with the City.

The agreement split Parcel 27 into two pieces -- an undeveloped 12.6+ acre public use piece (Parcel 27B) and a developable 2.4+ acre private use piece (Parcel 27A). Under the terms of the Workout Agreement, the undevelopable 12.6 acre "B" piece will become a public open space preserve.

In addition, the Workout Agreement reallocated NWR CFD #1 assessment payments so that Parcel 27B would no longer be subject to special taxes/assessments (because it will be publicly owned) and Parcel 27A would be taxed/assessed based on the resulting net acreage of approximately 2.4 acres. The public benefits accruing to the City from full implementation of the Workout Agreement, as amended, would include:

- Restores the developable portion of the property to the tax rolls;
- Cures one of the District's longest standing and most significant special-tax defaults;
- Generates approximately $370,000 in special tax/assessment payments to the City;
- Creates a permanent 12+ acre park preserve which will fill in a missing link in the open space/bike trail corridor that extends almost without interruption across the entire NWRSP;
- Creates a maintenance fund to finance the perpetual maintenance of the park preserve;
- Funds the construction of the bike trail through the park preserve;
- Corrects a flawed assumption with respect to the property's development potential and underlying valuation, resulting in a more equitable allocation of special tax/assessment load that is better aligned with sound apportionment principles; and
- Allows the planning objectives of the NWRSP to be carried out as intended by removing an unreasonable special tax/assessment burden that had stood as an impediment to efforts to put the developable portion of the property to productive use.

Since acquiring the property, the landowner has invested significant time, effort and resources in the design and implementation of the Workout Agreement program. To date, the landowner's efforts have resulted in:

- Adoption of the Workout Agreement;
- Payment of the first installment of back taxes/assessments in the amount of $50,500 (which was used to construct the bike trail across the park preserve acreage);
- Consultation with the adjacent neighborhoods to find a use for the developable portion of the property that would fit within and be compatible with the residential character of the surrounding development;
- Approval of a design review permit for a senior assisted living facility that is consistent with the property's commercial zoning and acceptable to the surrounding community; and
- A contractual agreement to sell the private use portion of the property to a respected developer/owner/operator of senior assisted living facilities – Sunrise Senior Living. The sale of the property to Sunrise was (a) to close upon issuance of a building permit to commence construction of the facility in accordance with the design review permit, and (b) to fully fund the payment of all back taxes/assessments owed pursuant to the Workout Agreement "due on sale" provision.

When the previous economic recession that began in earnest in 2008 resulted in a decision by Sunrise to terminate the purchase contract prior to closing, landowner undertook a concerted effort to find another high-quality assisted living provider to purchase the property. To date, these efforts have proven unsuccessful, in part because, in the years following the 2008 recession, assisted living providers have become much less willing to assume the risk of developing the facilities they operate. For this reason, the landowner is currently exploring the possibility of partnering with a developer/investor to build an assisted living facility on the Parcel 27 site which would then be sold or leased to an experienced assisted living provider.

In addition, the COVID-19 pandemic proved to be a force majeure event that had a particularly deleterious impact on senior assisted living facilities as well as a severe adverse impact on the US

economy. These changes in circumstance and adverse economic impacts have made landowner's recent efforts to implement the workout and settlement program even more challenging.

In recognition of both of the extenuating economic circumstances that have frustrated landowner's diligent efforts to implement the workout program and of the public benefits accruing from full implementation of the Workout Agreement, the City has previously approved amendments to the Workout Agreement extending the due date for payment of back special tax/assessments to December 10, 2022. In the period since the payment due date was last extended, however, the combination of pandemic-related factors and problematic economic conditions which have frustrated the landowner's repeated efforts to find an assisted living provider to purchase and develop the property not only have continued to persist but also, as noted above, have become even more challenging. As a result, in spite of the landowner's best efforts to implement the Workout Agreement program, there is a need for additional time within which to make payment on the back taxes/assessments owed.

THE SEVENTH AMENDMENT TO THE WORKOUT AGREEMENT

The underlying purpose of the Seventh Amendment is to mitigate the continued adverse impact of changed economic circumstances (circumstances which were not reasonably foreseeable at the time the Workout Agreement was prepared) on the landowner's good faith commitment to carry out the terms of the Workout Agreement. If left unaddressed, these unanticipated economic conditions and market factors not only will continue to frustrate landowner's good faith diligent efforts to return the property to productive use, an effort the City has a vested interest in encouraging, but also will thwart full implementation of the Workout Agreement, thereby denying the City the full measure of public benefits described above.

In order to mitigate the adverse impact of changed circumstances on Workout Agreement implementation, the Seventh Amendment extends the due date for the lump sum payment of back taxes/assessments owed from December 10, 2022 to December 10, 2024.

FISCAL IMPACT

The amended Workout and Settlement Agreement will delay payment of CFD taxes for Parcel 27A but will not negatively impact payment of NWR CFD bond payments, nor will it increase special taxes for other properties within the NWR CFD.

ENVIRONMENTAL REVIEW

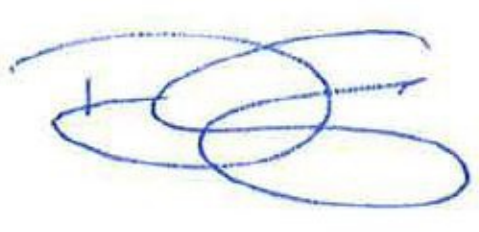
The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378.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

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal A - Remain fiscally responsible in a changing world
Goal D - Enhance economic vitality

Respectfully Submitted,

Mike Isom, Development Services Director



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Dominick Casey, City Manager

ATTACHMENTS:

Description

Vicinity Map

Resolution 22-441

Seventh Amendment to Workout and Settlement Agreement

Vicinity Map

10/21/2020, 10:38:54 AM

Roseville Parcel

Roseville Street Label

1:4,514

0 0.03 0.06 0.12 mi

0 0.05 0.1 0.19 km

Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS,

City of Roseville - Development Services

City of Roseville | Development Services

CITY COUNCIL OF THE CITY OF ROSEVILLE

RESOLUTION NO. 22-441

RESOLUTION AUTHORIZING THE SEVENTH AMENDMENT TO THE WORKOUT AND SETTLEMENT AGREEMENT REGARDING DELINQUENT SPECIAL TAXES AND SPECIAL ASSESSMENTS LEVIED UPON NWRSP PARCEL 27

WHEREAS, certain real property commonly referred to as Northwest Roseville Specific Plan ("NWRSP") Parcel 27 (the "Property") lies within the established geographical boundaries of the City's Foothills Boulevard Assessment District (the "Foothills AD"), the Foothills Boulevard Extension Assessment District (the "Foothills Extension AD"), and the Northwest Roseville Community Facilities District No. 1 (the "CFD No. 1") (hereinafter, collectively the "Districts"); and

WHEREAS, the Foothills AD and Foothills Extension AD debt and special assessments and the CFD No. 1 debt and special taxes were apportioned to Parcel 27 based on the assumption that Parcel 27's 15.09 acres were all developable. This assumption has proven to be incorrect in that only an approximately 2.46-acre portion of Parcel 27 can be developed; and

WHEREAS, as a result of this flawed assumption with respect to the developability of NWRSP Parcel 27, the previous owners stopped paying the secured property taxes (including the special taxes and assessments) in 1991; and

WHEREAS, the current Landowner acquired the property with the intent of resolving the special tax and assessment delinquencies through implementation of a workout and settlement agreement with the City that would correct the flawed assumption with respect to the developability of Parcel 27 by:

(i) dedicating to the City a fee interest in the 12.63-acre undevelopable portion of Parcel 27 for public use as an open space park preserve (the "Park Preserve");

(ii) reapportioning the Parcel 27 CFD No. 1 special taxes pro rata based on acreage between the 12.63-acre portion of the Property being transferred to the City for public use and the 2.46-acre portion of the Property being retained by Landowner for private use;

(iii) exempting the new 12.63-acre public use open space park preserve from payment of that portion of the CFD No. 1 special tax allocated to it; and

(iv) providing for payment by Landowner of the back special taxes/assessments apportioned to the 2.46-acre developable private use portion of the Property; and

WHEREAS, on March 28, 2007 the City Council of the City of Roseville adopted Resolution No. 07-146 approving the Workout and Settlement Agreement Regarding Delinquent Special Taxes and Special Assessments Levied upon NWRSP Parcel 27 (the "Agreement" or "Workout and Settlement Agreement") which, when fully implemented, will resolve outstanding delinquencies of

taxes, special taxes and assessments of Parcel 27 and "will have the following public benefits" as set forth in Resolution No. 07-146:

(i) "[R]estore the developable portion of Parcel 27 to the tax rolls, resulting in the payment of $237,901 in past and presently due special assessments/taxes for FY 1991/92 - 2006/07; the payment of approximately $131,014 in future special assessments/taxes for FY 2007/08 - 2019/20; and the payment of a cumulative total of approximately $368,915 in back and future special assessments/taxes for FY 1991/92 - 2019/20";

(ii) "[P]rotect the bond owners by curing the District's longest standing and most significant defaults; generating cumulative special assessment/tax payments of approximately $370,000 to service the bond debt; and restoring a security interest which had been compromised by a bond debt and special tax load that was at odds with the Property's development potential and value";

(iii) "[W]ork to the advantage of the District taxpayers (principally homeowners) who will save approximately $370,000 in special assessments/taxes they otherwise would pay to cover present and future Parcel 27 delinquencies";

(iv) "[C]orrect a flawed assumption with respect to the developability of the Property resulting in a special tax allocation that is more in keeping with basic apportionment principles where debt is spread based on the underlying value (e.g., development potential) of the land that secures the debt and where acreage that is designated for public use is exempt from the payment of special assessments/taxes";

(v) "[P]romote the integrity of the NWRSP by allowing the developable portion of Parcel 27 to be put to its intended and planned use. Development of that portion of Parcel 27 not transferred to the City as open space park preserve will in turn provide an opportunity to create a private funding mechanism to finance the perpetual maintenance of the open space park preserve and to extend the City's bike trail system";

(vi) "[R]esult in the creation of a permanent 12+ acre open space park preserve that will be held by the City for public use and the benefit of its residents as part of the open space corridor that, with the addition of the Parcel 27 acreage, will run almost without interruption from the NWRSP's eastern border to its western border"; and

WHEREAS, the Agreement included an installment payment plan for bringing the back special taxes/assessments apportioned to the developable portion of Parcel 27 current through payment of five equal installments of $50,500 beginning December 10, 2007, with the last payment to be made on or before December 10, 2011, unless Parcel 27 is sold prior to December 10, 2011, in which case all remaining back taxes owed become immediately due and payable; and

WHEREAS, since acquiring the Property, Landowner has invested extraordinary time, effort and resources in the design and implementation of the workout and settlement program. To date, this program has resulted in:

(i) adoption of the Workout and Settlement Agreement;

(ii) dedication of the 12± acre open space park preserve;

(iii) dedication and acceptance of the bike trail easement along the northern boundary of the Property;

(iv) construction of the bike trail;

(v) payment of the first installment of back taxes due December 10, 2007 in the amount of $50,500;

(vi) approval of a design review permit for a senior assisted living facility that is consistent with the Property's commercial zoning and compatible with the residential character of the surrounding neighborhoods; and

WHEREAS, in spite of Landowner's diligent efforts to implement the workout and settlement program, the collapse of the credit and real estate development markets in 2008 and the recession and extended economic downturn that followed frustrated Landowner's efforts to find a suitable purchaser for the property and left Landowner without access to the capital resources that are required to make the special tax/assessment installment payments in accordance with the terms of the Agreement. As a result, the Landowner has previously submitted for City Council consideration and the City Council has previously approved the First through the Sixth Amendments to the Workout and Settlement Agreement, allowing Landowner to pay off the back special taxes/assessments owed in a single lump sum payment (the "Lump Sum Payment") and cumulatively extending the date by which the lump sum payment becomes due and payable to December 10, 2022 (or upon sale of the Property, whichever occurs first); and

WHEREAS, the COVID-19 pandemic is a force majeure event that not only has had a tragic effect on the health of millions but also has had a particularly devastating impact on senior assisted living facilities as well as a severe adverse impact on the US economy. These changes in circumstance and adverse economic impacts have made Landowner's more recent efforts to implement the workout and settlement program an ever more challenging proposition. As a result, Landowner has requested a further amendment to the Agreement (the "Seventh Amendment to the Workout and Settlement Agreement Regarding Delinquent Special Taxes and Special Assessments Levied upon NWRSP Parcel 27" or the "Seventh Amendment") that would allow the outstanding Parcel 27 special taxes/assessments to be paid by Landowner in a single lump sum payment due and payable on or before December 10, 2024 or upon sale of the Property, whichever occurs first; and

WHEREAS, the City desires to enter into this Seventh Amendment in order to provide Landowner with the additional time in which to pay the Parcel 27 special taxes/assessments owed in a single Lump Sum Payment in recognition of the following factors:

(i) the time, effort and resources invested by Landowner in an effort to return this Property to productive use, as further described above;

(ii) the benefits to the City that have already accrued and will continue to accrue as a result of implementation of the Workout and Settlement Agreement, as further described above;

(iii) the extraordinary challenges involved in implementing the terms and conditions of the Workout and Settlement Agreement, given the adverse impacts of the COVID-19 pandemic on both senior assisted living facilities as well as the US economy;

(iv) the reasonable expectation that the Landowner will be able to return the Property to productive use within the timeframe contemplated by the Workout and Settlement Agreement, as amended; and

(v) the fact that the additional time requested by Landowner to pay the special taxes/assessments owed will not negatively impact the City's fiscal position or adversely affect the public benefits otherwise afforded by the Workout and Settlement Agreement, as referenced above.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ROSEVILLE, AS FOLLOWS:

Section 1. Findings. The City Council of the City hereby specifically finds and determines it is desirable and furthers the public purpose of the City to amend the Workout and Settlement Agreement previously adopted for the purpose of resolving outstanding delinquencies of taxes, special taxes, and special assessments of Parcel 27 and that this Seventh Amendment will have the following public benefits:

(i) will allow Landowner to complete implementation of the Agreement which, in turn, will result in the realization by the City of public benefits enumerated in Resolution No. 07-146 as previously approved by Council on March 28, 2007 and as set forth above in the recitals; and

(ii) will address changed circumstances which were not reasonably foreseeable at the time the Agreement was entered into by Landowner and the City and which, if left unaddressed, not only threaten to thwart implementation of the Agreement by Landowner thereby denying City the full measure of public benefits referenced above, but also will frustrate an extraordinary investment of time and resources by Landowner in a good faith diligent effort to return the Property to productive use, an effort the City has a vested interest in encouraging.

Section 2. Form of Agreement. The Seventh Amendment proposed to be executed and entered into by and between the City and the Landowner, in substantially the form presented at this meeting and on file with the City Clerk of the City, is hereby approved, and the City Manager or the Chief Financial Officer of the City are hereby authorized and directed, for and in the name and on behalf of the City, to execute and deliver to the Landowner the Seventh Amendment in substantially said form, with such changes therein as the officer executing such document may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 3. Other Actions. The officers of the City are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary or desirable in order to consummate the transactions authorized hereby and otherwise to carry out, give effect to and comply with the terms and intent of this Resolution and the Seventh Amendment; and all such actions heretofore taken by such officers are hereby ratified, confirmed and approved.

PASSED AND ADOPTED by the City Council of the City of Roseville this_____day of _____, 2022, by the following vote on roll call:

AYES: Councilmembers:

NOES: Councilmembers:

ABSTAIN: Councilmembers:

ABSENT: Councilmembers:

_____
Mayor

ATTEST:

_____
City Clerk

Recording Requested by:

CITY OF ROSEVILLE

When Recorded Mail to:
City Clerk
City of Roseville
311 Vernon Street
Roseville, CA 95678

Exempt from recording fees
Pursuant to Govt. Code 27383

SEVENTH AMENDMENT TO WORKOUT AND SETTLEMENT AGREEMENT

SEVENTH AMENDMENT TO WORKOUT AND SETTLEMENT AGREEMENT
REGARDING DELINQUENT SPECIAL TAXES AND SPECIAL ASSESSMENTS
LEVIED UPON NWRSP PARCEL 27

This Seventh Amendment to the Workout and Settlement Agreement Regarding Delinquent Special Taxes and Special Assessments Levied Upon NWRSP Parcel 27 (the "Seventh Amendment") is entered into on the date set forth below by and between the City of Roseville, a municipal corporation (the "City") and CC Drive, L.L.C., a California limited liability company (the "Landowner") (collectively, the "Parties").

RECITALS

A. The real property (the "Property" or "Parcel 27") that is the subject of both the Workout and Settlement Agreement Regarding Delinquent Special Taxes and Special Assessments Levied Upon NWRSP Parcel 27 (the "Workout and Settlement Agreement" or the "Agreement") and this Seventh Amendment is described in Exhibit "A," attached hereto and incorporated herein by reference, and is commonly referred to as Northwest Roseville Specific Plan ("NWRSP") Parcel 27.

B. Landowner is the owner of the Property.

C. On March 28, 2007, the City Council of the City of Roseville passed and adopted Resolution No. 07-146, approving the Workout and Settlement Agreement by a unanimous vote. The Agreement was recorded in the Official Records of Placer County on April 16, 2007 as Document No. 2007-0037840-00. The Agreement was subsequently amended by Resolution No. 09-379 adopted September 23, 2009 and recorded in the Official Records of Placer County on November 4, 2009 as Document No. 2009-0094395-00 (the "First Amendment"); by Resolution No.11-458 adopted December 21, 2011 and recorded in the Official Records of Placer County on January 13, 2012 as Document No. 2012-0003593-00 (the "Second Amendment"); by Resolution No. 13-423 adopted November 6, 2013 and recorded in the Official Records of Placer County on November 13, 2013 as Document No. 2013-0106908-00 (the "Third Amendment"); by Resolution No. 15-514 adopted December 16, 2015 and recorded in the Official Records of Placer County on February 8, 2016 as Document No. 2016-0008840-00 (the "Fourth Amendment"); by Resolution No. 17-498 adopted December 20, 2017 and recorded in the Official Records of Placer County on December 27, 2017 as Document No. 2017-0103590-00 (the "Fifth Amendment"); and by Resolution No. 20-432 adopted November 4, 2020 and recorded in the Official Records of Placer County on February 9, 2021 as Document No. 2021-0017688-00 (the "Sixth Amendment").

D. The Property is located within the established geographical boundaries of the City's Foothills Boulevard Assessment District (the "Foothills AD"), the Foothills Boulevard Extension Assessment District (the "Foothills Extension AD") and the Northwest Roseville Community Facilities District No. 1 (the "CFD No. 1") (collectively, the "Districts").

E. The CFD No. 1 debt and special taxes as well as the Foothills AD and Foothills Extension AD debt and special assessments were originally apportioned to Parcel 27 based on the assumption that the Property's 15.09 acres were all developable. This assumption was incorrect.

A 12.63-acre portion of the Property consists principally of the Kaseberg Creek Watershed Corridor and related wetland features. At the time the Districts were formed, neither the extent of these natural resource values nor the extent to which these values would constrain development was fully understood or taken into account. This flawed assumption with respect to the developability of Parcel 27 led to an allocation of bond debt and special tax/assessment load that the value of the 2.46-acre portion of the Property that is developable could neither justify nor reasonably be expected to carry.

F. As a result, the previous owners of the Property stopped paying the secured property taxes (including the special taxes and assessments) in 1991.

G. Landowner acquired the property with the intent of resolving the special tax and assessment delinquencies through implementation of a workout and settlement agreement that would correct the flawed assumption with respect to the developability of Parcel 27 by:

(i) dedicating to the City a fee interest in the 12.63-acre undevelopable portion of Parcel 27 for public use as an open space park preserve;

(ii) reapportioning the Parcel 27 CFD No. 1 special taxes pro rata based on acreage between the 12.63-acre portion of the Property being transferred to the City for public use and the 2.46-acre portion of the Property being retained by Landowner for private use;

(iii) exempting the new 12.63-acre public use open space park preserve from payment of that portion of the CFD No. 1 special tax allocated to it; and

(iv) providing for payment by Landowner of the back special taxes/assessments apportioned to the developable private use portion of the Property in five equal annual installments of $50,500 beginning December 10, 2007, with the last installment to be paid on or before December 10, 2011 unless the Property is sold prior to December 10, 2011 in which case all remaining back taxes owed become immediately due and payable in full.

H. On March 28, 2007, the City Council of the City of Roseville adopted Resolution No. 07-146 approving the Workout and Settlement Agreement Regarding Delinquent Special Taxes and Special Assessments Levied upon NWRSP Parcel 27 (the "Agreement" or "Workout and Settlement Agreement") which, when fully implemented, will resolve outstanding delinquencies of taxes, special taxes and assessments levied upon Parcel 27 and "will have the following public benefits" as set forth in Resolution No. 07-146:

(i) "This Agreement will restore the developable portion of Parcel 27 to the tax rolls, resulting in the payment of $237,901 in past and presently due special assessments/taxes for FY 1991/92 - 2006/07; the payment of approximately $131,014 in future special assessments/taxes for FY 2007/08 - 2019/20; and the payment of a cumulative total of approximately $368,915 in back and future special assessments/taxes for FY 1991/92 - 2019/20."

(ii) "This Agreement will protect the bond owners by curing one of the District's longest standing and most significant defaults; generating cumulative special assessment/tax payments of approximately $370,000 to service the bond debt; and restoring a security interest which had been compromised by a bond debt and special tax load that was at odds with the Property's development potential and value."

(iii) "Implementation of this Agreement will also work to the advantage of the District taxpayers (principally homeowners) who will save approximately $370,000 in special assessments/taxes they otherwise would pay to cover present and future Parcel 27 delinquencies."

(iv) "This Agreement will correct a flawed assumption with respect to the developability of the Property resulting in a special tax allocation that is more in keeping with basic apportionment principles where debt is spread based on the underlying value (e.g., development potential) of the land that secures the debt and where acreage that is designated for public use is exempt from the payment of special assessments/taxes."

(v) "By bringing the CFD No. 1 bond debt and special tax lien in line with the Property's development potential and value, this Agreement will promote the integrity of the NWRSP by allowing the developable portion of Parcel 27 to be put to its intended and planned use. Development of that portion of Parcel 27 not transferred to the City as open space park preserve will in turn provide an opportunity to create a private funding mechanism to finance the perpetual maintenance of the open space park preserve and to extend the City's bike trail system through the preserve area."

(vi) "This Agreement will result in the creation of a permanent 12+ acre open space park preserve that will be held by the City for public use and the benefit of its residents as part of the open space corridor that, with the addition of the Parcel 27 acreage, will run almost without interruption from the NWRSP's eastern border to its western border."

I. Since acquiring the Property, Landowner has invested extraordinary time, effort and resources in the design and implementation of the workout and settlement program. To date, this program has resulted in:

(i) adoption of the Workout and Settlement Agreement;

(ii) dedication of the 12+ acre open space park preserve;

(iii) dedication and acceptance of the bike trail easement along the northern boundary of the Property;

(iv) construction of the bike trail;

(v) payment of the first installment of back taxes due December 10, 2007 in the amount of $50,500;

(vi) approval of a design review permit for a senior assisted living facility that is consistent with the Property's commercial zoning and compatible with the residential character of the surrounding neighborhoods; and

(vii) a contractual agreement to sell the private use portion of the Property to a respected developer/owner/operator of senior assisted living facilities, with such sale (a) to have closed upon issuance of a building permit to commence construction of the facility in accordance with the design review permit and (b) to have fully funded the payment of all back taxes owed pursuant to the Workout and Settlement Agreement "due on sale" provision.

J. In spite of Landowner's diligent efforts to implement the workout and settlement program, the collapse of the credit and real estate development markets in 2008 and the recession and extended economic downturn that followed resulted in a decision by the intended purchaser of the private use portion of the Property to terminate the purchase contract prior to closing and left Landowner without access to the capital resources that are required to make the scheduled special tax/assessment installment payments in accordance with the terms of the Agreement.

K. Accordingly, Landowner requested an amendment to the Workout and Settlement Agreement that would allow Landowner to pay off the back special taxes/assessments owed in a single lump sum payment due and payable on or before December 10, 2011 or upon sale of the Property, whichever occurs first.

L. In response to Landowner's request, the City Council adopted Resolution No 09-379 on September 23, 2009 approving the First Amendment to Workout and Settlement Agreement Regarding Delinquent Special Taxes and Special Assessments Levied Upon NWRSP Parcel 27 (the "First Amendment"). The First Amendment provided Landowner with the additional time as requested in which to pay off the back special taxes/assessments owed in a single lump sum payment.

M. The First Amendment was approved in explicit recognition of the following factors:

(i) the time, effort and resources invested by Landowner in an effort to return this Property to productive use as further described in Recital I above;

(ii) the benefits to the City of completing implementation of the Workout and Settlement Agreement as further described in Recital H above;

(iii) the extraordinary challenges involved in implementing the terms and conditions of the Workout and Settlement Agreement in the current economic market;

(iv) the reasonable expectation that a near term recovery of the credit and real estate development markets is unlikely; and

(v) the fact that the additional time requested by Landowner to pay the back special taxes owed will not negatively impact the City's fiscal position or adversely affect

the public benefits otherwise afforded by the Workout and Settlement Agreement as referenced in Recital H above.

N. Following approval of the First Amendment, Landowner continued its diligent efforts to implement the Workout and Settlement program. These efforts included extending the design review entitlements for an assisted living facility and seeking an assisted living provider of comparable stature to the developer/owner/operator originally under contract to purchase the Property.

O. The absence of a sustained economic recovery during the timeframe provided by the First Amendment for payment of the back taxes/assessments, however, continued to frustrate Landowner's good faith efforts to implement the workout and settlement program.

P. As a result, Landowner submitted for City Council consideration, and the City Council approved, the Second, Third, Fourth, Fifth, and Sixth Amendments to the Workout and Settlement Agreement, the cumulative effect of which was to extend the date by which the back special taxes/assessments owed are to be paid to December 10, 2022 or upon sale of the Property, whichever occurs first.

Q. During the time period covered by these Amendments, Landowner has continued a concerted effort to find another high-quality assisted living provider to purchase the Property. To date, these efforts have proven unsuccessful, in part because, in the years following the 2008 recession, assisted living providers have become much less willing to assume the risk of developing the facilities they operate. For this reason, the Landowner is currently exploring the possibility of partnering with a developer/investor to build an assisted living facility on the Parcel 27 site which would then be sold or leased to an experienced assisted living provider.

R. In addition, the COVID-19 pandemic has proven to be a force majeure event that not only has had a tragic effect on the health of millions but also has had a particularly devastating impact on senior assisted living facilities as well as a severe adverse impact on the US economy. These changes in circumstance and adverse economic impacts have made Landowner's more recent efforts to implement the workout and settlement program ever more challenging.

S. As a result, Landowner has requested the City Council consider this Seventh Amendment to the Workout and Settlement Agreement for the purpose of extending the date by which time the back special taxes/assessments owed are to be paid from December 10, 2022 to December 10, 2024, or upon sale of the Property, whichever occurs first. The additional time provided by this Seventh Amendment will allow Landowner both to re-entitle the Property (the design review and tentative subdivision map approvals have expired) thereby enhancing the marketability of the Property and to explore other development options, including joint venture/partnership alternatives to the more conventional developer/owner/operator business model that, in the current economic climate, is less in favor among assisted living providers.

T. The City desires to provide Landowner with the additional time as requested in which to pay off the back special taxes/assessments owed for the same reasons cited for approving the First Amendment in response to Landowner's initial request (see Recital M above).

U. Section 21 of the Workout and Settlement Agreement allows the Agreement to be amended by mutual consent of the City and Landowner.

NOW THEREFORE, the City and Landowner, in accordance with the above recitals and the covenants set forth herein, agree to the following amendments to the Workout and Settlement Agreement.

1. The first paragraph of the prior Section 14 of the Workout and Settlement Agreement, page 10 of 14, as amended 11/20 by the Sixth Amendment is superseded and is further amended by substitution herewith and Section 14 (Amended 12/22) as set forth below is substituted therefore, without change to the second paragraph of Section 14:

14. Payment of Past Special Taxes/Assessments Apportioned to Parcel 27A. Landowner shall pay:

(i) the Foothills AD and Foothills Extension AD special assessments and the CFD No. 1 special taxes for FY 1991/92 - FY 2006/07 as apportioned to Parcel 27A in accordance with Sections 9, 10, and 11 above ($237,901),

(ii) the accrued fees and costs associated therewith ($14,597), and

(iii) the CFD No. 1 special taxes for FY 2007/08-FY 2019/20,

together with any penalties and interest charges associated therewith.

Such aggregate amount owed in special taxes/assessments, fees, costs, penalties, and interest, as adjusted to reflect the initial installment payment of $50,500 already made by Landowner in December 2007, shall be paid in a single lump sum payment to be made on or before December 10, 2024 (the "Lump Sum Payment").

2. All provisions of the Workout and Settlement Agreement not otherwise inconsistent with this Seventh Amendment are and shall remain in full force and effect. Such provisions are herewith reapproved, readopted, and otherwise ratified as if fully set forth herein.

IN WITNESS WHEREOF, the City of Roseville has authorized the execution of this Seventh Amendment to the Workout and Settlement Agreement in duplicate by its City Manager under the authority of Resolution No. 22-_____ approved and adopted by the Council of the City of Roseville on the ____ day of _____, 2022 and Landowner has caused this Agreement to be executed by its Managing Member.

CITY:

CITY OF ROSEVILLE,
a municipal corporation

_____
Dominick Casey
City Manager

ATTEST:

_____
Carmen Avalos
City Clerk

APPROVED AS TO FORM:

_____
Michelle Sheidenberger
City Attorney

LANDOWNER:

CC DRIVE, L.L.C.,
a California limited liability company

_____
J. Cleve Livingston
Managing Member

ACKNOWLEDGMENT

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

State of California
County of Sacramento)

On 11/18/2022 before me, Stephanie L. Douglas, Notary Public
(insert name and title of the officer)

personally appeared J Cleve Livingston,
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.

STEPHANIE LYNN DOUGLAS
COMM. # 2408299
NOTARY PUBLIC - CALIFORNIA
PLACER COUNTY
COMM. EXPIRES JUNE 16, 2026

Signature _____ (Seal)

EXHIBIT "A"

Legal Description
of
Northwest Roseville Specific Plan Parcel 27

Real property in the City of Roseville, County of Placer, State of California, described as follows:

Lot 27 as shown on the Plat of "Northwest Roseville Specific Plan Unit No. 1," recorded on October 5, 1989 in the Office of the County Recorder of Placer County in Book Q of Maps, page 54.

APN: 017-380-001-000

COUNCIL COMMUNICATION

CC #: 2426
File #: 0400-04-18 & 1001-02

Title:	North Industrial Plan Area Parcel 50 - Summary Vacation
Contact:	Shelby Maples 916-746-1347 smaples@roseville.ca.us

Meeting Date: 12/7/2022
Item #: 6.18.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution to summarily vacate the existing Public Utility Easement and Emergency Vehicle Access Easement.

BACKGROUND

The project site is located at 751 Roseville Pw., formerly addressed as 8801 Foothills Bl. The site is to the east of Foothills Bl., and is bounded on the south by the future extension of Roseville Pw. and on the east by the Union Pacific rail lines. The approximately 14.05 acre parcel is a portion of the Foothills Corporate Center site. The project site has a Light Industrial (M1) zoning designation and a Light Industrial (LI) land use designation, and is located within the City's North Industrial Plan area (NIPA). The NIPA is not subject to a specific plan, but is a recognized planning subarea of the city that was approved in 1995. The NIPA is intended primarily for industrial uses and employment centers, and consists of approximately 2,046 gross acres west of Washington Bl. and north of the Northwest Roseville Specific Plan.

The subject parcel was created as a result of a four-lot parcel map (File #2013PL-029) that was approved and ultimately recorded in 2013. The map included an Irrevocable Offer of Dedication for the extension of the future Roseville Pw. along the southern boundary of the site, and the dedication of a 58-foot-wide right-of-way for the extension of Niblick Drive along the western project boundary (connecting to the rear of the existing FedEx property to the south). On October 11, 2012, a Major Grading Plan (File #2012PL-064) was approved, which covered mass grading activities on all of the undeveloped property between Foothills Bl. to the west, the train tracks to the east, the Niblick Dr. stub to the north, and a point even with the southern Hewlett Packard driveway. The properties to the south have already been graded and developed with the approved Grading Plan. The future Roseville Pw. extension has not been completed, but a segment of the roadway between Foothills Bl. and Niblick Dr. is constructed and complete with intersection improvements.

On January 20, 2022, the Design Committee approved a Design Review Permit (DRP) for a 206,785-square-foot, 41-foot-tall warehouse building and associated site improvements. The

project included four (4) potential offices, 42 loading dock doors on the north side of the building, and a total of 233 parking stalls. The project included conditions of approval to abandon a 15-foot-wide Public Utility Easement (PUE) due to conflicts with the proposed building, as well as the need to dedicate additional slope and drainage easements for the future expansion of Roseville Parkway.

The current request includes the abandonment of a 58-foot-wide Emergency Vehicle Access Easement (EVAE) along the western boundary of the parcel at 751 Roseville Parkway, as well as a 15-foot-wide Public Utility Easement (PUE) that is within 68 feet of the westerly edge of the parcel. The building approved with the DRP encroached within the 15-foot PUE, and therefore a condition of approval was adopted with the prior project to require abandonment of the easement prior to building permit issuance. The request for a summary vacation implements the adopted conditions of approval. The project will also include the dedication of additional drainage and slope easements, though that action does not require Council approval.

Government Code Section 8300 et. seq. (Streets and Highways Code) states that an easement may be terminated (vacated) by adopting a resolution of vacation. There are two pathways for vacation: summary or general. An abandonment request for a public utility easement is eligible for the simpler summary vacation when any one of the three potential conditions applies:

1. The easement has not been used for the purpose for which it was dedicated or acquired for five consecutive years immediately preceding the proposed abandonment.

2. The easement has been in place for less than five years (making it ineligible for condition 1 above), but has been in place for at least a year and has not been used for the purpose for which it was dedicated or acquired.

3. The need for the easement has been superseded by relocation, and there are no other public facilities in the easement.

The EVAE and PUE were originally recorded for the tentative parcel map, but there are no utilities currently within the easement, nor have there been utilities within the easement for the past five years. The proposed easement vacation was routed to all utilities which could be affected by the project, and no objections were received. For these reasons, staff concludes that condition 1 (as described above) for a summary vacation applies, and recommends approval of the vacation request.

FISCAL IMPACT

There will be no fiscal impact to the City.

ENVIRONMENTAL REVIEW

The NIPA PCL 50 – Foothills Corporate Center Grading Plan Mitigated Negative Declaration (SCH #2012092002, certified October 11, 2012) covered the impacts of grading the project site and the surrounding properties. An Addendum to that document was prepared for the Design

Review Permit project (File # PL21-0210). The summary vacation is consistent with the prior project, and is exempt from the provisions of CEQA pursuant to Section 15305 for Minor Alterations in Land Use Limitations.

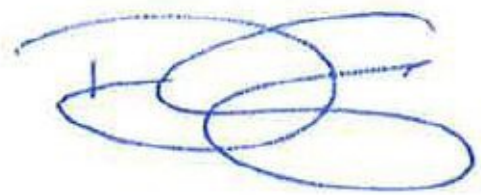
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Shelby Maples, Associate Planner

Mike Isom, Development Services Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

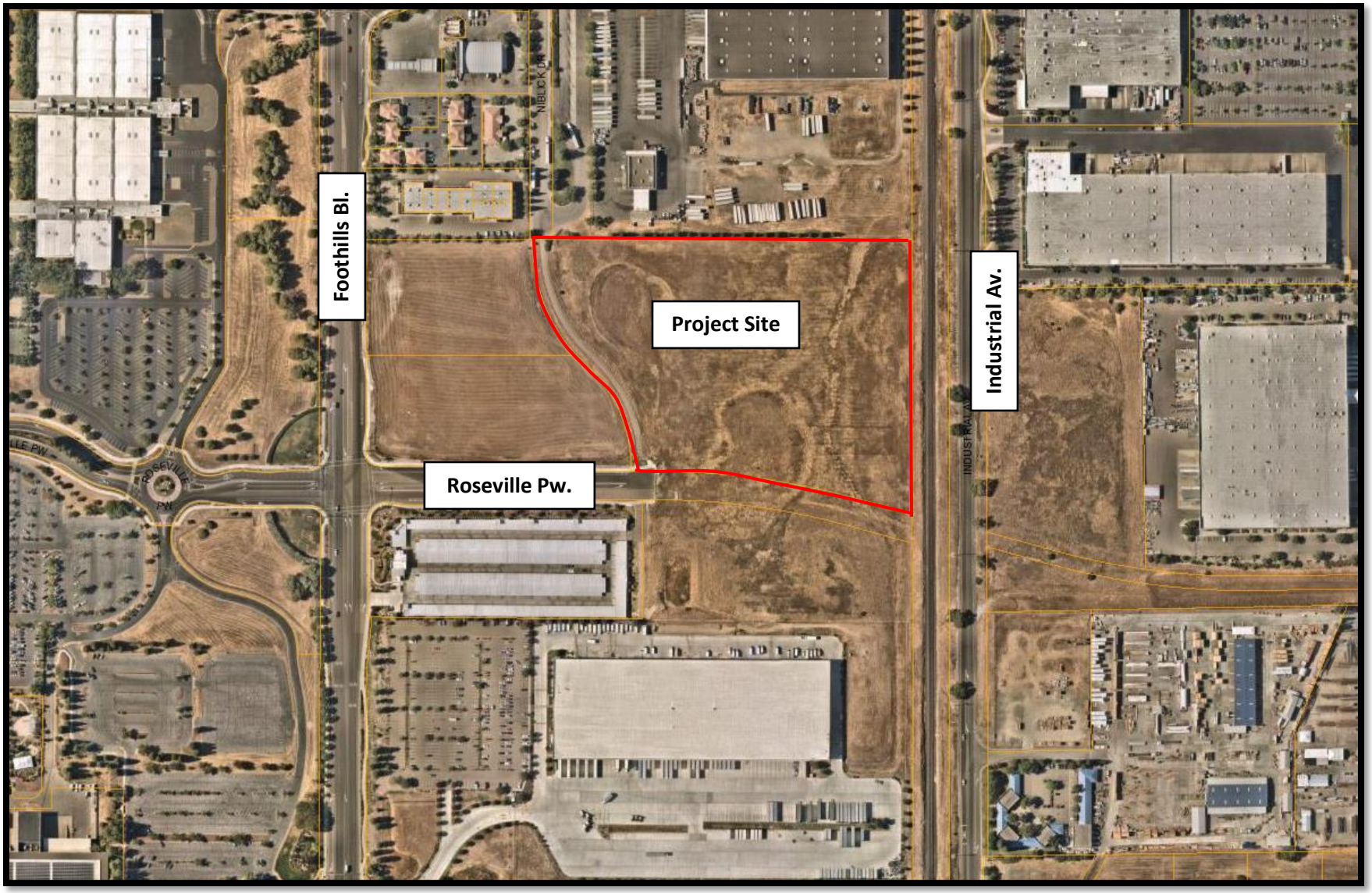
Attachment 1 - Vicinity Map

Resolution 22-439

Exhibit A - PUE Abandonment

Exhibit B - EVAE Abandonment

PL22-0176 – 751 Roseville Pw. -- Vicinity Map



RESOLUTION NO. 22-439

ORDERING SUMMARY VACATION OF A PUBLIC UTILITY EASEMENT AND AN EMERGENCY VEHICLE ACCESS EASEMENT AT 751 ROSEVILLE PARKWAY

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

WHEREAS, in accordance with the provisions of Section 8333, et seq., of the Streets and Highways Code (Chapter 4, Summary Vacation), it is hereby found that a public utility easement at 751 Roseville Parkway, described in Exhibit "A", which is attached hereto and incorporated herein by reference, is no longer needed, and there are no other public facilities in the easement; and

WHEREAS, the easement has not been used for the purpose for which it was dedicated or acquired for five consecutive years immediately preceding the proposed abandonment; and

WHEREAS, in accordance with the provisions of Section 8333, et seq., of the Streets and Highways Code (Chapter 4, Summary Vacation), it is hereby found that an emergency vehicle access easement at 751 Roseville Parkway, described in Exhibit "B", which is attached hereto and incorporated herein by reference, is no longer needed, and there are no other public facilities in the easement; and

WHEREAS, the easement has not been used for the purpose for which it was dedicated or acquired for five consecutive years immediately preceding the proposed abandonment; and

IT IS HEREBY ORDERED:

1. That the public utility easement at 751 Roseville Parkway described in Exhibit "A" is hereby vacated pursuant to Streets and Highways Code Section 8335, and shall, as of the date of adoption of this resolution, no longer constitute a public utility easement; and

2. That the emergency vehicle access easement at 751 Roseville Parkway described in Exhibit "B" is hereby vacated pursuant to Streets and Highways Code Section 8335, and shall, as of the date of adoption of this resolution, no longer constitute an emergency vehicle access easement; and

3. The City Manager is hereby authorized to execute any other documents required to effectuate the conveyance of the abandoned/vacated easements to the respective property owners.

4. The City Clerk is hereby directed to cause a certified copy of this Resolution and Order, attested to by said Clerk under the seal of the City of Roseville, to be

recorded in the Office of the County Recorder, and take any other actions necessary to effectuate the intent of this Resolution and Order.

PASSED AND ADOPTED by the Council of the City of Roseville this_____day of _____, 2022, by the following vote onroll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

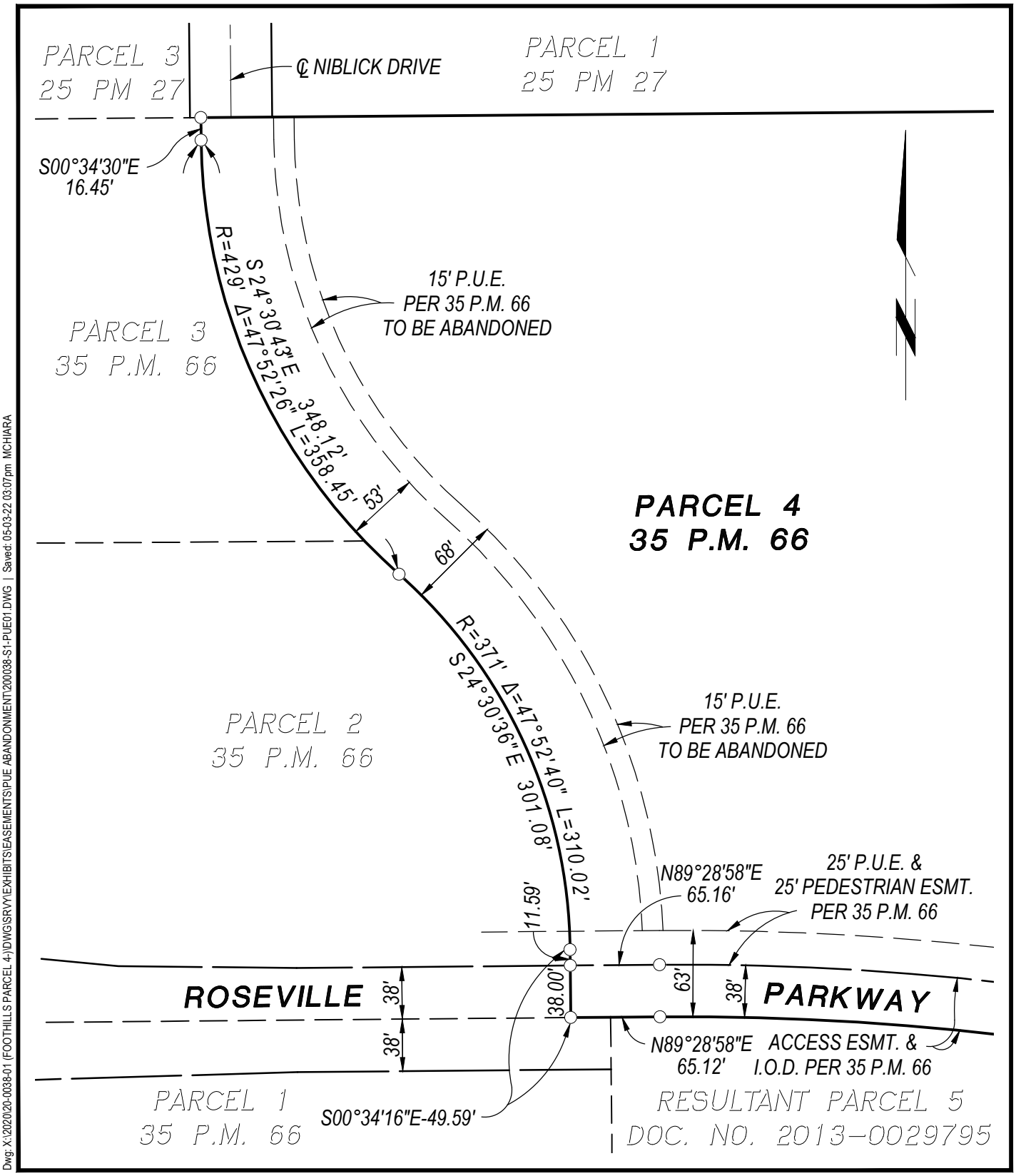
_____
City Clerk

EXHIBIT "A"
LEGAL DESCRIPTION
PUBLIC UTILITY EASEMENT ABANDONMENT
PAGE 1 OF 1

All that portion of that certain Public Utility Easement dedicated pursuant to that certain Parcel Map entitled, "Foothill at Roseville Parkway Parcel Map" filed in Book 35 of Parcel Maps, Page 66, Placer County Records, situate in the City of Roseville, County of Placer, State of California, described as follows:

The easterly fifteen (15) feet of the westerly sixty-eight (68) feet of Parcel 4, as said parcel is shown and so designated on said Parcel Map.:

EXCEPTING THEREFROM the southerly sixty-three (63) feet of said parcel.



Dwg: X:\2020\20-0038-01 (FOOTHILLS PARCEL 4-)\DWG\SRVY\EXHIBITS\EASEMENTS\PUE ABANDONMENT\200038-S1-PUE01.DWG | Saved: 05-03-22 03:07pm MCHIARA

MORTON & PITALO, INC.
CIVIL ENGINEERING • LAND PLANNING • LAND SURVEYING
Folsom ∗ Fresno
600 Coolidge Drive, Suite #140
Folsom, CA 95630
phone: (916) 984-7621
web: www.mpengr.com

DRAWN:	MJC	JOB NO:	210018
CHECKED:	MJC	DATE:	MAY 2022
SCALE:	1"=100'	SHEET:	1 of 1

EXHIBIT "B"

EASEMENT ABANDONMENT

PUBLIC UTILITY EASEMENT
PARCEL 4, 35 P.M. 66

CITY OF ROSEVILLE, CALIFORNIA

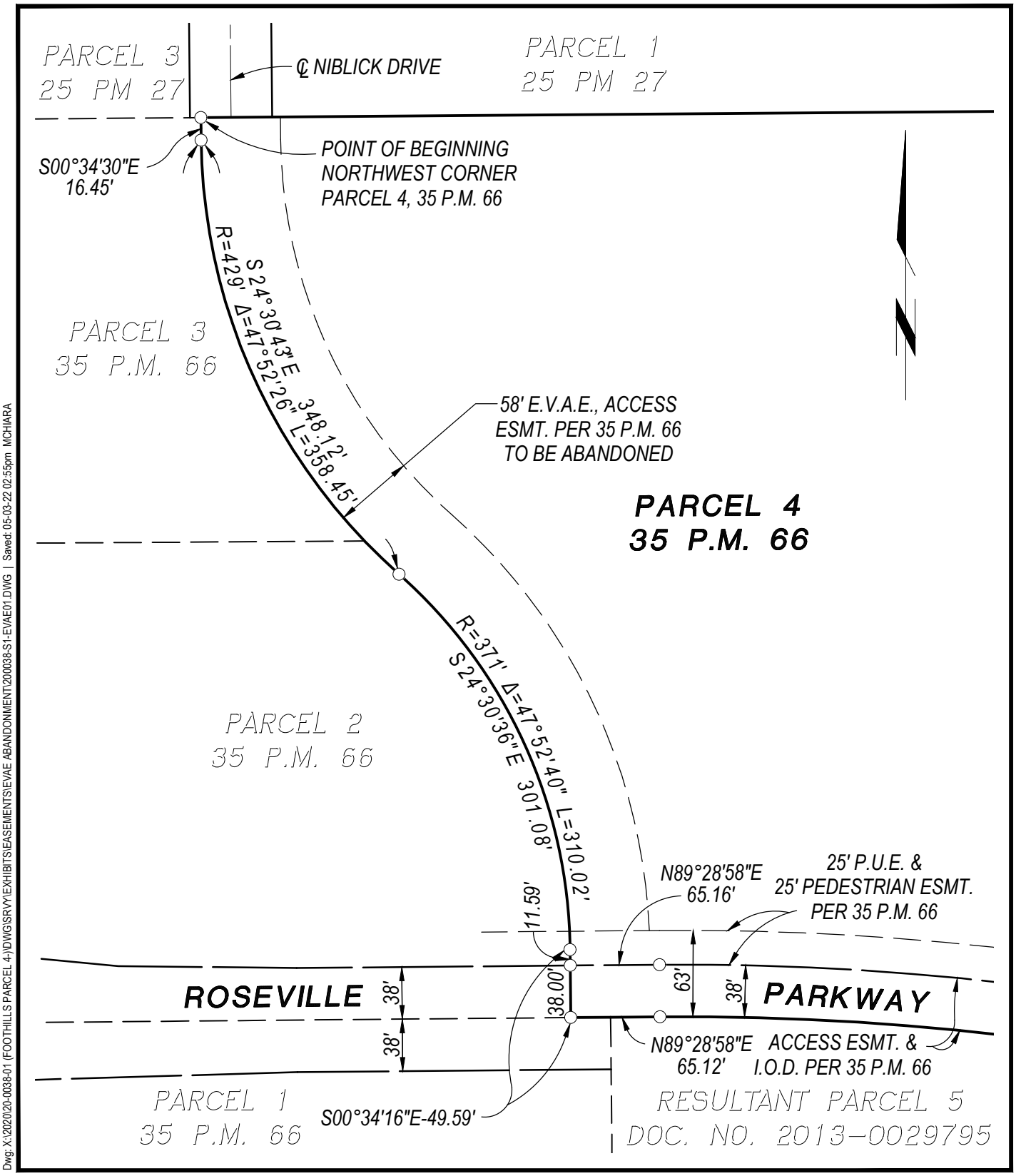
EXHIBIT "A"
LEGAL DESCRIPTION
EMERGENCY VEHICLE ACCESS EASEMENT ABANDONMENT
PAGE 1 OF 1

All that portion of that certain Emergency Vehicle Access Easement dedicated pursuant to that certain Parcel Map entitled, "Foothill at Roseville Parkway Parcel Map" filed in Book 35 of Parcel Maps, Page 66, Placer County Records, situate in the City of Roseville, County of Placer, State of California, described as follows:

A portion of Parcel 4, as said parcel is shown and so designated on said Parcel Map, being a strip of land the uniform width of fifty-eight (58) feet, the westerly line of which is described as follows:

BEGINNING at the northwest corner of said parcel; thence from the POINT OF BEGINNING, along the westerly lines of said parcel the following four (4) courses: (1) South 00°34'30" East 16.45 feet; (2) 358.45 feet along the arc of a tangent curve to the left, concave northeasterly, having a radius of 429.00 feet, through a central angle of 47°52'26", and being subtended by a chord bearing South 24°30'43" East 348.12 feet; (3) 310.02 feet along the arc of a tangent curve to the right, concave southwesterly, having a radius of 371.00 feet, through a central angle of 47°52'40", and being subtended by a chord bearing South 24°30'36" East 301.08 feet; (4) South 00°34'16" East 49.59 feet to the southwesterly corner of said parcel and the terminus of the herein described strip.

EXCEPTING THEREFROM the southerly sixty-three (63) feet of said parcel.



Dwg: X:\2020\20-0038-01 (FOOTHILLS PARCEL 4-)\DWG\SRYY\EXHIBITS\EASEMENTS\EVAE ABANDONMENT\200038-S1-EVAE01.DWG | Saved: 05-03-22 02:55pm MCHIARA

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DRAWN:	MJC	JOB NO:	210018
CHECKED:	MJC	DATE:	MAY 2022
SCALE:	1"=100'	SHEET:	1 of 1

EXHIBIT "B"

EASEMENT ABANDONMENT

EMERGENCY VEHICLE ACCESS ESMT

PARCEL 4, 35 P.M. 66

CITY OF ROSEVILLE, CALIFORNIA

COUNCIL COMMUNICATION

CC #: 2406
File #: 0400-04-09-1 & 0400-07

Title:	Sierra Vista Torrente Phase 1 Subdivision - Final Map and Subdivision Agreement
Contact:	Kerry Andrews 916-774-5346 kandrews@roseville.ca.us

Meeting Date: 12/7/2022
Item #: 6.19.

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 utility easements offered thereon and accept, subject to improvement, Lots A, B, C, D, E and F and all rights of way offered thereon; and
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, Engineering section, 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 58 residential lots, 4 public landscape lots and 2 public open space lots.

FISCAL IMPACT

There is no fiscal impact to the City's General Fund associated with this approval.

ENVIRONMENTAL REVIEW

Approval of the Sierra Vista Torrente Phase 1 final map is an action that is subject to California Environmental Quality Act (CEQA). Project level CEQA compliance for the Sierra Vista Torrente Phase 1 final map was accomplished with preparation of the Sierra Vista Specific Plan EIR (Adopted: May 5, 2010) (SCH#2008032017) and the Mitigated Negative Declaration (MND) and associated Mitigation Monitoring Program approved by the City of Roseville on June 6, 2012. Because the Sierra Vista Torrente Phase 1 final map is consistent with the project evaluated in the Sierra Vista Specific Plan Environmental Impact Report (EIR), no new effects would be expected to occur and all applicable mitigation measures from the Sierra Vista Specific Plan EIR will be implemented. As such, no additional CEQA action is required at this time.

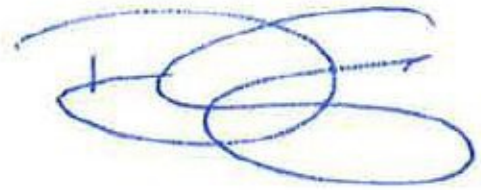
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Kerry Andrews, Assistant Engineer

Mike Isom, Development Services Director



_____

Dominick Casey, City Manager

ATTACHMENTS:

Description

Final Map

Vicinity Map

Resolution 22-418

Subdivision Agreement

BOOK _____ OF MAPS, PAGE _____

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: _____

NAME: BRIAN MOORE
TITLE: VICE PRESIDENT

BY: _____

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 _____

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: _____

PRINTED NAME: _____

MY PRINCIPAL PLACE OF BUSINESS IS THE COUNTY OF: _____

MY COMMISSION EXPIRES: _____

MY COMMISSION NO.: _____

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: _____

PRINTED NAME: _____

MY PRINCIPAL PLACE OF BUSINESS IS THE COUNTY OF: _____

MY COMMISSION EXPIRES: _____

MY COMMISSION NO.: _____

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, PLS 7139
EXPIRATION DATE:

DATE: _____

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.

_____ DATE: _____

MARC STOUT, R.C.E. 69879
CITY ENGINEER. CITY OF ROSEVILLE
LICENSE EXPIRES: SEPTEMBER 30, 2022

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

_____ 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 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.

_____
CITY CLERK, CITY OF ROSEVILLE

DATE: _____ BY: _____
ASSISTANT CITY CLERK

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2022, AT _____ .M. IN BOOK ____ OF MAPS, AT PAGE _____, IN THE OFFICE OF THE PLACER COUNTY RECORDER, AT THE REQUEST OF J.M.H. WEISS, INC.

_____ DOCUMENT NO.: _____
RECORDER OF PLACER COUNTY
STATE OF CALIFORNIA

BY: _____ FEE: $ _____
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

JOB #5204 JULY 2022 SHEET 1 OF 6

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:_____

PRINTED NAME:_____

DATE:_____

BY:_____

PRINTED NAME:_____

DATE:_____

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: _____

PRINTED NAME: _____

MY PRINCIPAL PLACE OF BUSINESS IS THE COUNTY OF: _____

MY COMMISSION EXPIRES: _____

MY COMMISSION NO.: _____

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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.

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PRINTED NAME: _____

MY PRINCIPAL PLACE OF BUSINESS IS THE COUNTY OF: _____

MY COMMISSION EXPIRES: _____

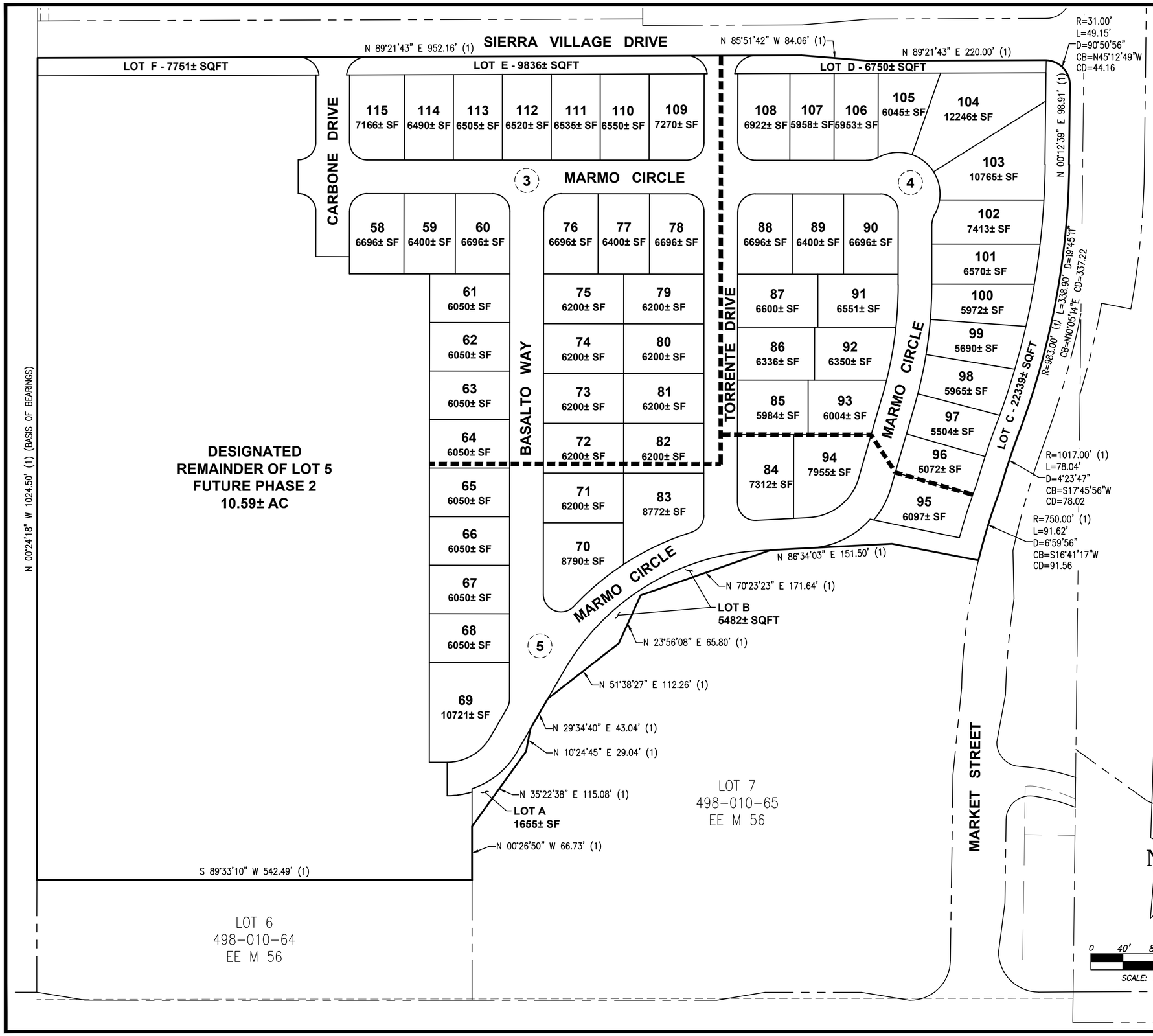
MY COMMISSION NO.: _____

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

BOOK _____ OF MAPS, PAGE _____



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 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 $\frac{5}{8}$" 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
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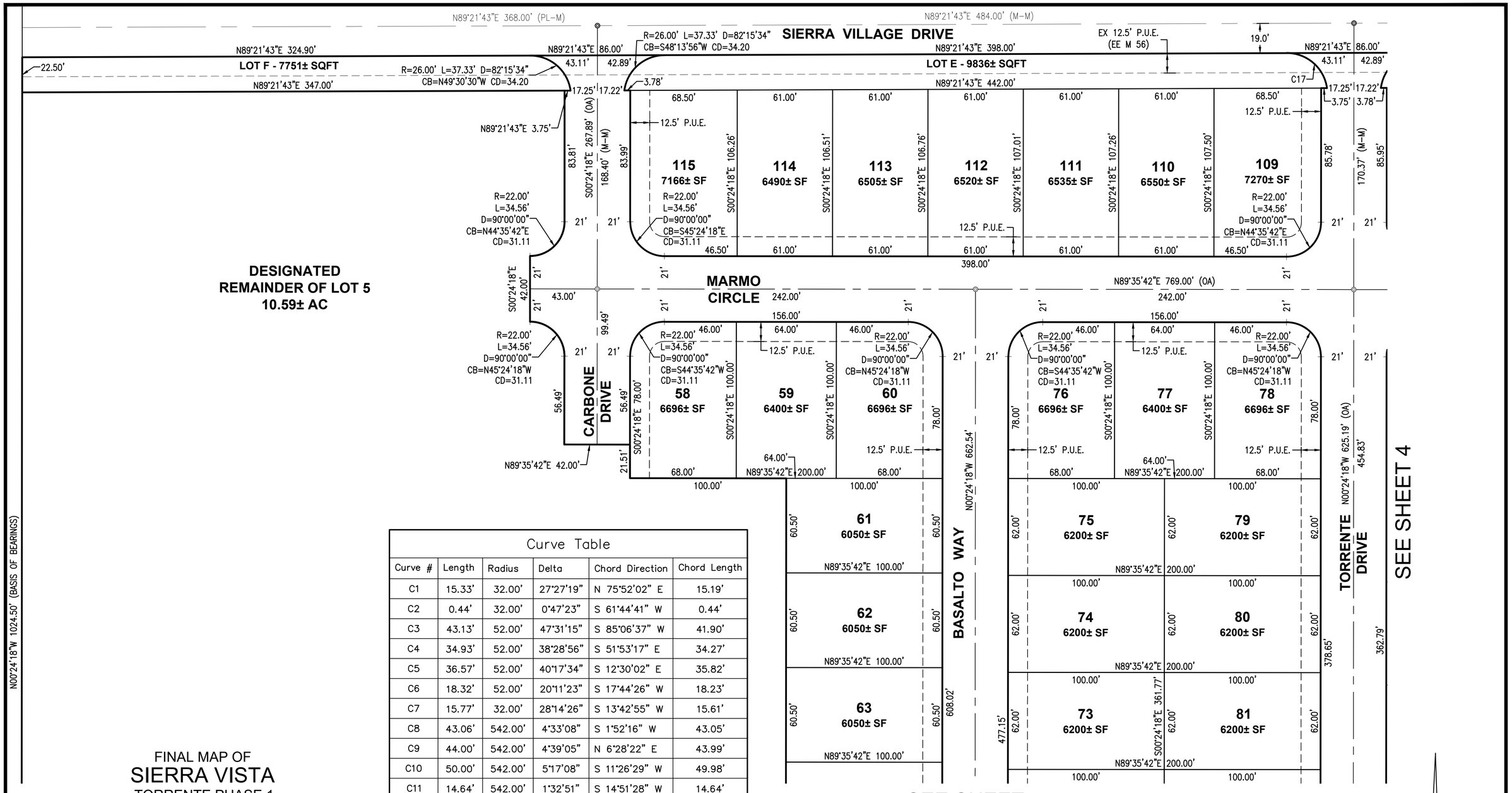
1731 TECHNOLOGY DRIVE, SUITE 880 SAN JOSE, CA 95110

JOB #5204 JULY 2022 SHEET 3 OF 6

BOOK _____ OF MAPS, PAGE _____



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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C3	43.13'	52.00'	47°31'15"	S 85°06'37" W	41.90'
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C5	36.57'	52.00'	40°17'34"	S 12°30'02" E	35.82'
C6	18.32'	52.00'	20°11'23"	S 17°44'26" W	18.23'
C7	15.77'	32.00'	28°14'26"	S 13°42'55" W	15.61'
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'
C11	14.64'	542.00'	1°32'51"	S 14°51'28" W	14.64'
C12	9.37'	953.00'	0°33'48"	N 19°40'56" E	9.37'
C13	45.19'	1047.00'	2°28'23"	N 18°43'38" E	45.19'
C14	33.94'	1047.00'	1°51'26"	N 16°33'44" E	33.94'
C15	16.10'	780.00'	1°10'58"	N 19°30'25" E	16.10'
C16	46.15'	110.00'	24°02'16"	N 27°39'02" E	45.81'
C17	37.33'	26.00'	82°15'30"	N 49°30'32" W	34.20'
C18	37.33'	26.00'	82°15'29"	S 48°13'58" W	34.20'
C19	151.70'	542.00'	16°02'12"	N 7°36'48" E	151.21'
C20	139.95'	500.00'	16°02'12"	N 7°36'48" E	139.49'

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 weis
Real Estate Development Consultants
Planning and Engineering
1731 TECHNOLOGY DRIVE, SUITE 880 SAN JOSE, CA 95110

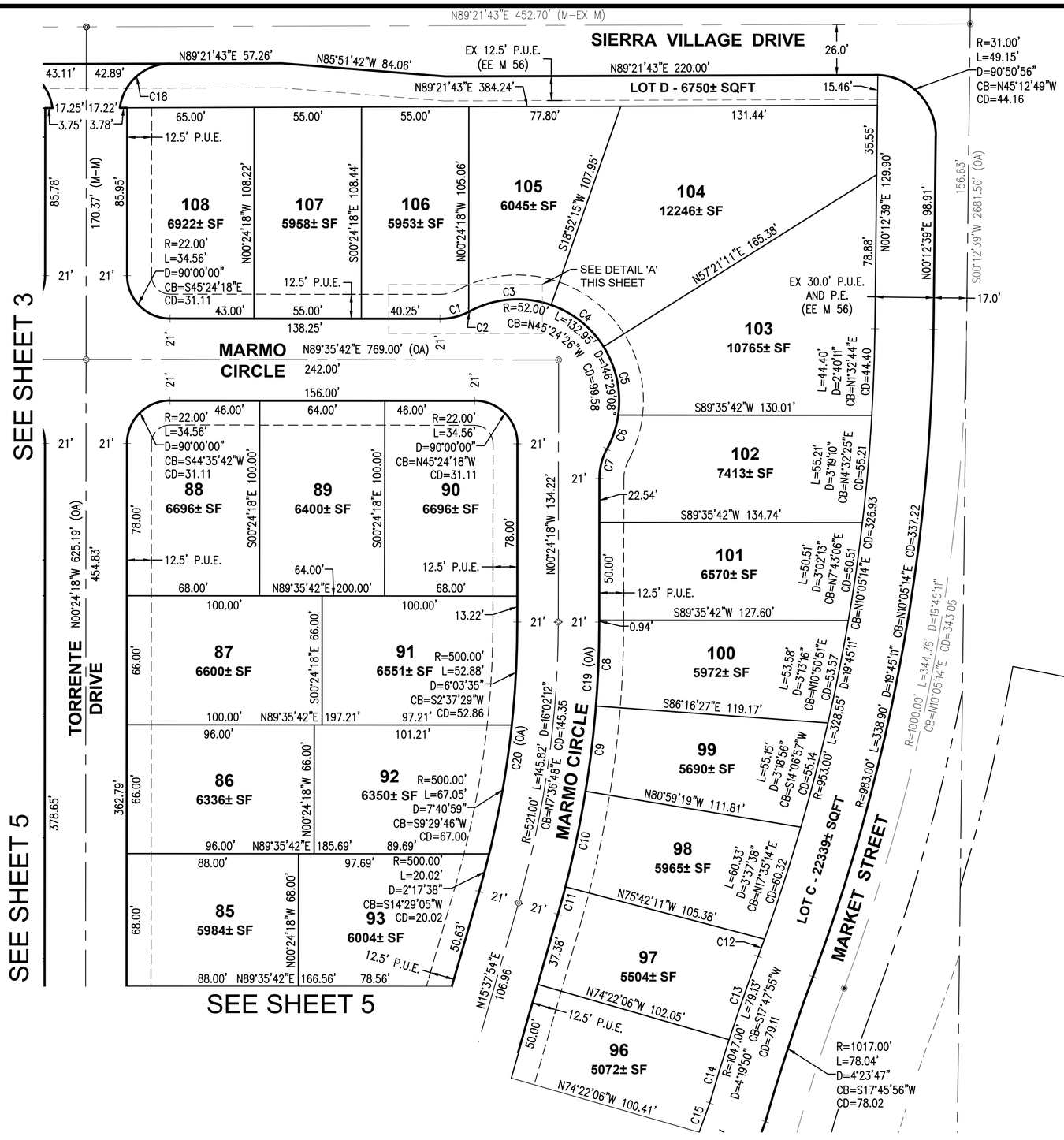
JOB #5204

JULY 2022

N

0 20' 40' 80'
SCALE: 1" = 40'

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



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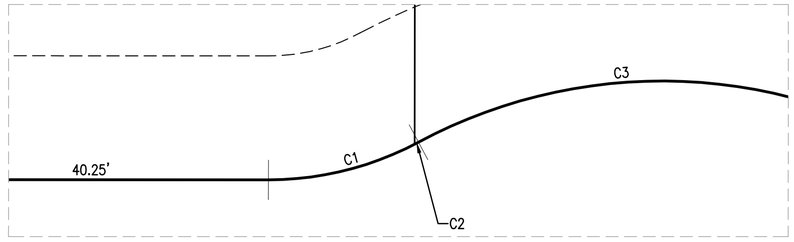

DETAIL 'A'
SCALE: 1" = 10'

FINAL MAP OF
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TORRENTE PHASE 1
SUBDIVISION NO. PL20-0248

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J M H Weiss
Real Estate Development Consultants
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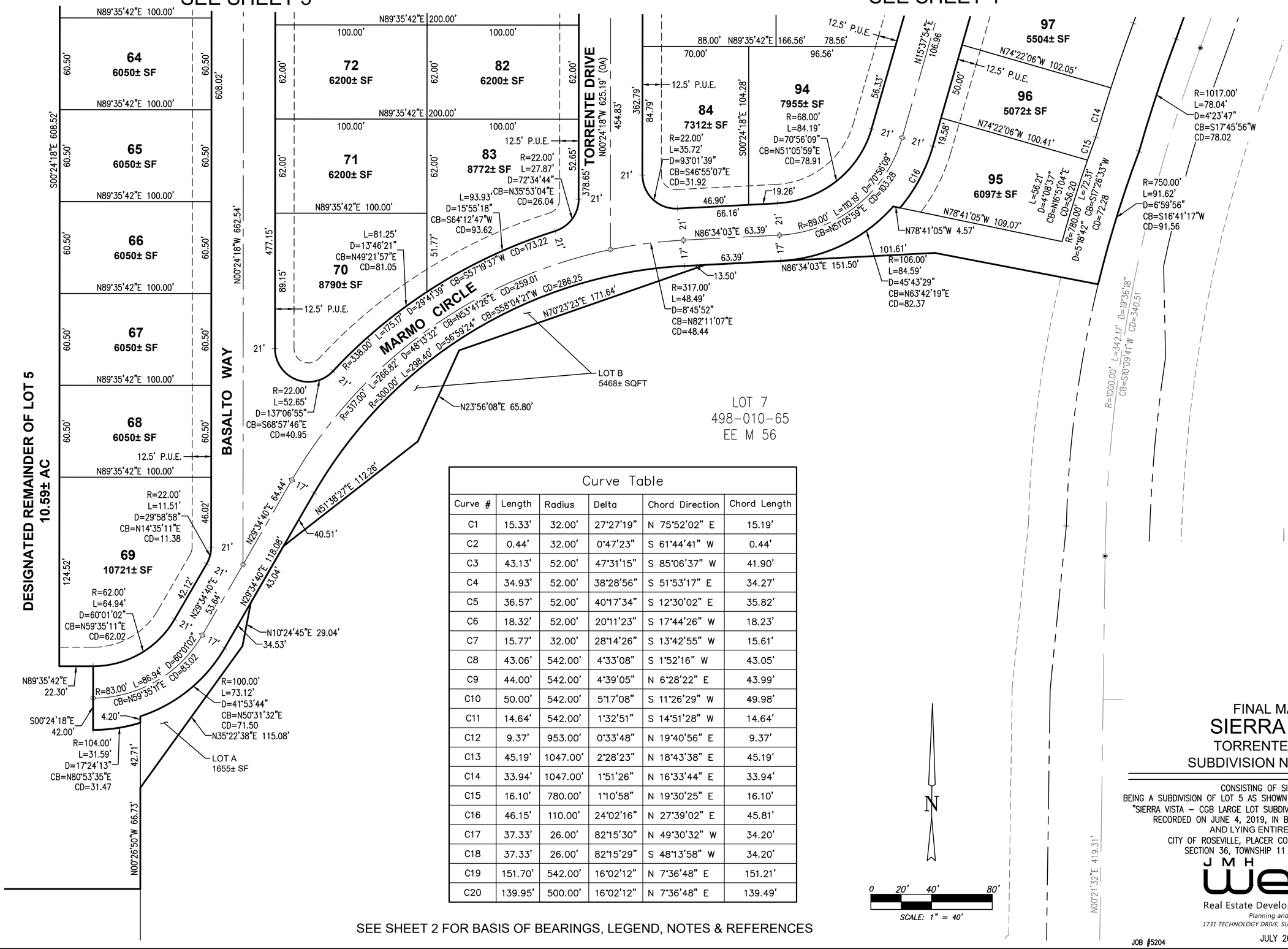
1731 TECHNOLOGY DRIVE, SUITE 880 SAN JOSE, CA 95110

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

BOOK _____ OF MAPS, PAGE _____

SEE SHEET 3

SEE SHEET 4



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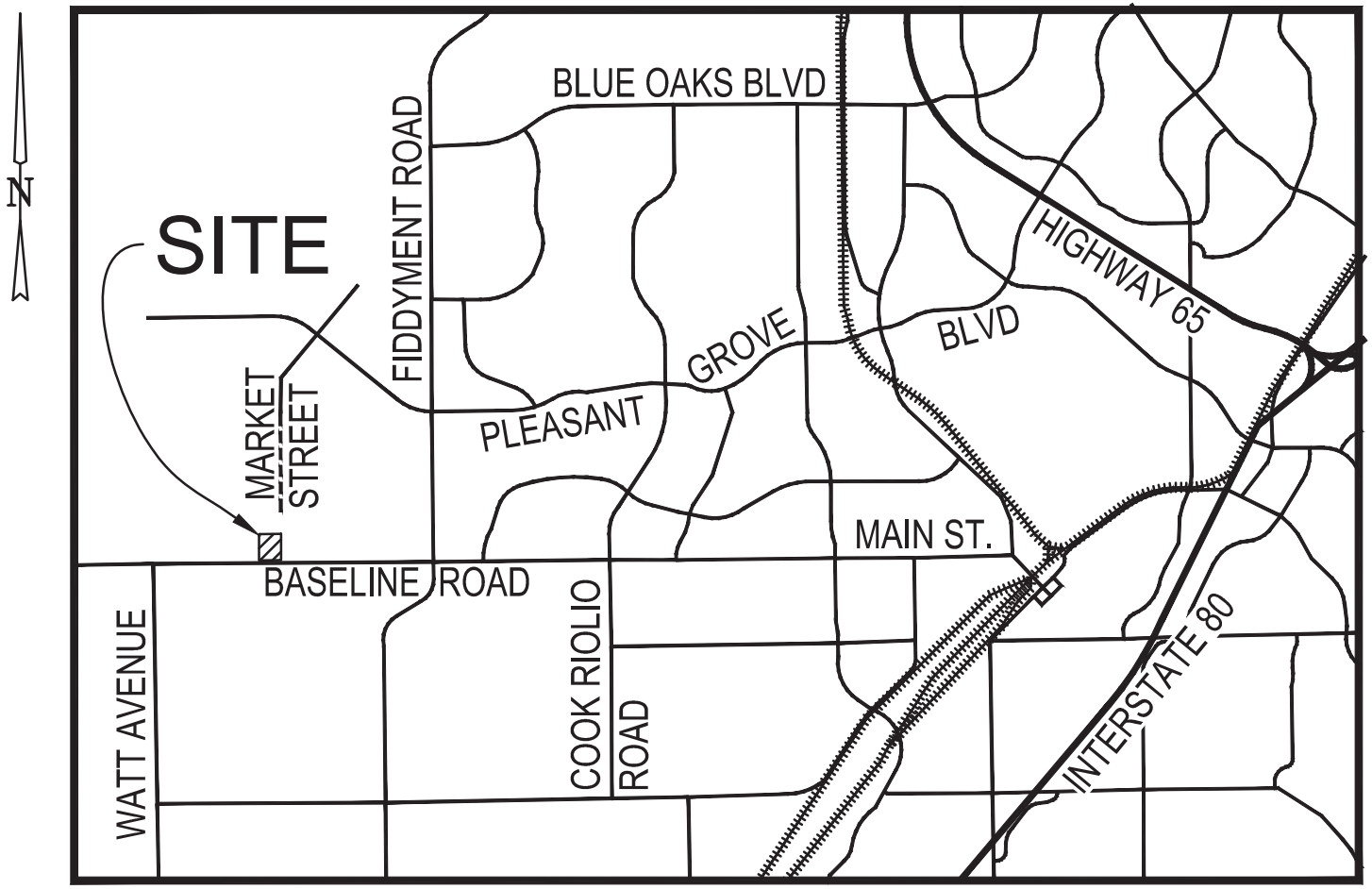
JULY 2022

TORRENTE PHASE 1



VICINITY MAP

NOT TO SCALE

RESOLUTION NO. 22-418

APPROVING A SUBDIVISION AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND ANTHEM UNITED TORRENTE HOMES LIMITED PARTNERSHIP, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a subdivision agreement, by and between the City of Roseville and Anthem United Torrente Homes Limited Partnership, for the Sierra Vista Torrente Phase 1 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 _____, 2022, 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 Vista Torrente Phase 1 SUBDIVISION

THIS AGREEMENT, made and entered into this ___ day of _____, 20__, by and between the CITY OF ROSEVILLE, a municipal corporation ("CITY"), and Anthem United Torrente Homes Limited Partnership, a Washington Limited Partnership, ("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 Vista Torrente Phase 1 Subdivision" (Subdivision no. PL20-0248 ; "the Subdivision"); and

WHEREAS, a tentative map of the Subdivision was approved by the City Planning Commission on the 10th day of June, 20 21, 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 JMH Weiss Inc., dated May 6, 2022 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 February 28, 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 anytime 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 $ 3,999,240.00 . 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 15 (commencing with Section 3082) of Part 4 of Division 3 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	$2,000,000 per occurrence $4,000,000 aggregate Personal Injury: $2,000,000 per occurrence $4,000,000 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 worked 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 required

by Section 3.20 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

Anthem United Torrente Homes Limited Partnership
3001 Douglas Boulevard, Ste 200
Roseville CA 95661

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,

BY: _____
DOMINICK CASEY
City Manager

ATTEST:

BY: _____
CARMEN AVALOS
City Clerk

Anthem United Torrente Homes Limited Partnership,
a Washington Limited Partnership

BY: _____
Print name: Brian Moore
Title: Vice President

and

BY: _____
Print name: Matt Gustus
Title: Vice President

(NOTARIZATION REQUIRED)

[L:\agreement\form agreements\subdivision agmt.docx; 2/14/2022]

CALIFORNIA ACKNOWLEDGMENT CIVIL CODE § 1189

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

State of California
County of Placer

On October 21, 2022 (*Date*) before me, Bonnie Kwan, Notary Public (*Here Insert Name and Title of the Officer*)

personally appeared Brian Moore (*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.

BONNIE KWAN
Notary Public - California
Placer County
Commission # 2317317
My Comm. Expires Dec 27, 2023

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 of Notary Public*)

Place Notary Seal and/or Stamp Above

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: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

©2018 National Notary Association

CALIFORNIA ACKNOWLEDGMENT **CIVIL CODE § 1189**

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State of California
County of Placer

On October 21, 2022 *Date* before me, Bonnie Kwan, Notary Public *Here Insert Name and Title of the Officer*

personally appeared Matt Gustus *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.

BONNIE KWAN
Notary Public - California
Placer County
Commission # 2317317
My Comm. Expires Dec 27, 2023

Place Notary Seal and/or Stamp Above

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 of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

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☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

©2018 National Notary Association

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUFFICIENCY:

BY: _____
MARC STOUT
City Engineer

COUNCIL COMMUNICATION

CC #: 2407
File #: 0400-04-09-1 & 0400-07

Title:	Sierra Vista Torrente Phase 2 Subdivision - Final Map and Subdivision Agreement
Contact:	Kerry Andrews 916-774-5346 kandrews@roseville.ca.us

Meeting Date: 12/7/2022
Item #: 6.20.

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 utility easements offered thereon and accept, subject to improvement, all rights of way offered thereon; and
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, Engineering section, 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 57 residential lots.

FISCAL IMPACT

There is no fiscal impact to the City's General Fund associated with this approval.

ENVIRONMENTAL REVIEW

Approval of the Sierra Vista Torrente Phase 2 final map is an action that is subject to California Environmental Quality Act (CEQA). Project level CEQA compliance for the Sierra Vista Torrente Phase 2 final map was accomplished with preparation of the Sierra Vista Specific Plan EIR (Adopted: May 5, 2010) (SCH#2008032017) and the Mitigated Negative Declaration (MND) and associated Mitigation Monitoring Program approved by the City of Roseville on June 6, 2012. Because the Sierra Vista Torrente Phase 2 final map is consistent with the project evaluated in the Sierra Vista Specific Plan Environmental Impact Report (EIR), no new effects would be expected to occur and all applicable mitigation measures from the Sierra Vista Specific Plan EIR will be implemented. As such, no additional CEQA action is required at this time.

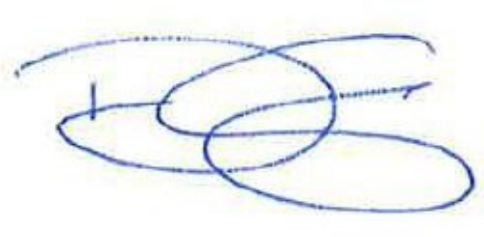
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Kerry Andrews, Assistant Engineer

Mike Isom, Development Services Engineering



_____

Dominick Casey, City Manager

ATTACHMENTS:

Description

Final Map

Vicinity Map

Resolution 22-419

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 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:_____

NAME: BRIAN MOORE
TITLE: VICE PRESIDENT

BY:_____

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 _____

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: _____

PRINTED NAME: _____

MY PRINCIPAL PLACE OF BUSINESS IS THE COUNTY OF: _____

MY COMMISSION EXPIRES: _____

MY COMMISSION NO.: _____

NOTARY'S ACKNOWLEDGMENT

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COUNTY OF _____

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WITNESS MY HAND AND OFFICIAL SEAL: _____

PRINTED NAME: _____

MY PRINCIPAL PLACE OF BUSINESS IS THE COUNTY OF: _____

MY COMMISSION EXPIRES: _____

MY COMMISSION NO.: _____

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.

_____

KEVIN WEISS, PLS 7139
EXPIRATION DATE:

DATE: _____

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.

_____ DATE: _____

MARC STOUT, R.C.E. 69879
CITY ENGINEER. CITY OF ROSEVILLE
LICENSE EXPIRES: SEPTEMBER 30, 2022

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

_____ 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 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.

_____
CITY CLERK, CITY OF ROSEVILLE

DATE: _____ BY: _____
ASSISTANT CITY CLERK

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2022, AT _____ .M. IN BOOK ____ OF MAPS, AT PAGE _____, IN THE OFFICE OF THE PLACER COUNTY RECORDER, AT THE REQUEST OF J.M.H. WEISS, INC.

_____ DOCUMENT NO.: _____
RECORDER OF PLACER COUNTY
STATE OF CALIFORNIA

BY: _____ FEE: $ _____
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 I, SUBDIVISION NO. PL20-0248", RECORDED ON _____, IN BOOK ___ OF MAPS, AT PAGES _____ 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:_____

PRINTED NAME:_____

DATE:_____

BY:_____

PRINTED NAME:_____

DATE:_____

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: _____

PRINTED NAME: _____

MY PRINCIPAL PLACE OF BUSINESS IS THE COUNTY OF: _____

MY COMMISSION EXPIRES: _____

MY COMMISSION NO.: _____

NOTARY'S ACKNOWLEDGMENT

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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.

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WITNESS MY HAND AND OFFICIAL SEAL: _____

PRINTED NAME: _____

MY PRINCIPAL PLACE OF BUSINESS IS THE COUNTY OF: _____

MY COMMISSION EXPIRES: _____

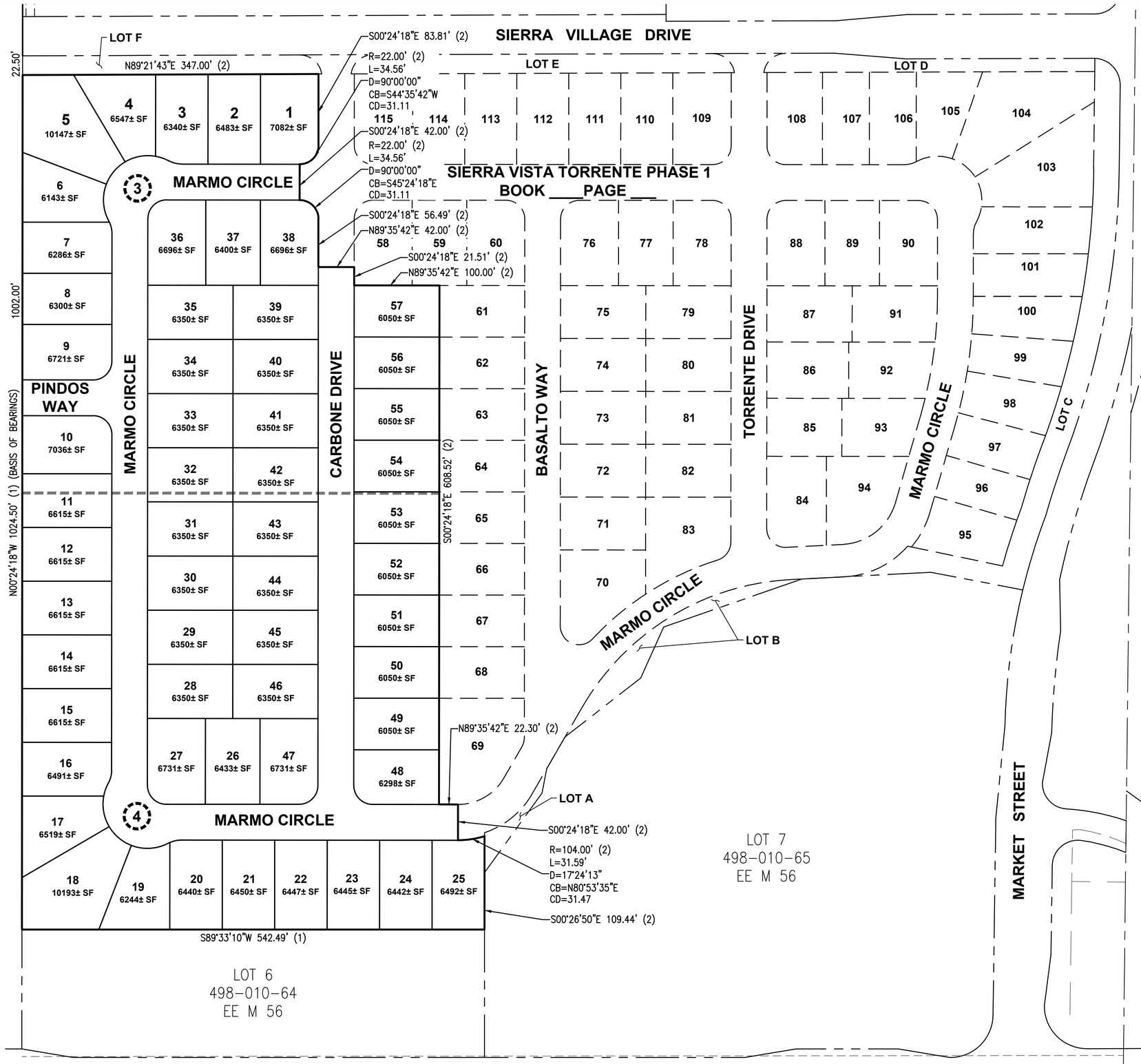
MY COMMISSION NO.: _____

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 _____, IN BOOK ___ OF MAPS, AT PAGES _____ 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

BOOK _____ OF MAPS, PAGE _____



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
BNDY	BOUNDARY
CB	CHORD BEARING
CD	CHORD DISTANCE
(OA)	OVERALL
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 10.59± ACRES, GROSS, CONSISTING OF 57 RESIDENTIAL 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 $\frac{5}{8}$" 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:

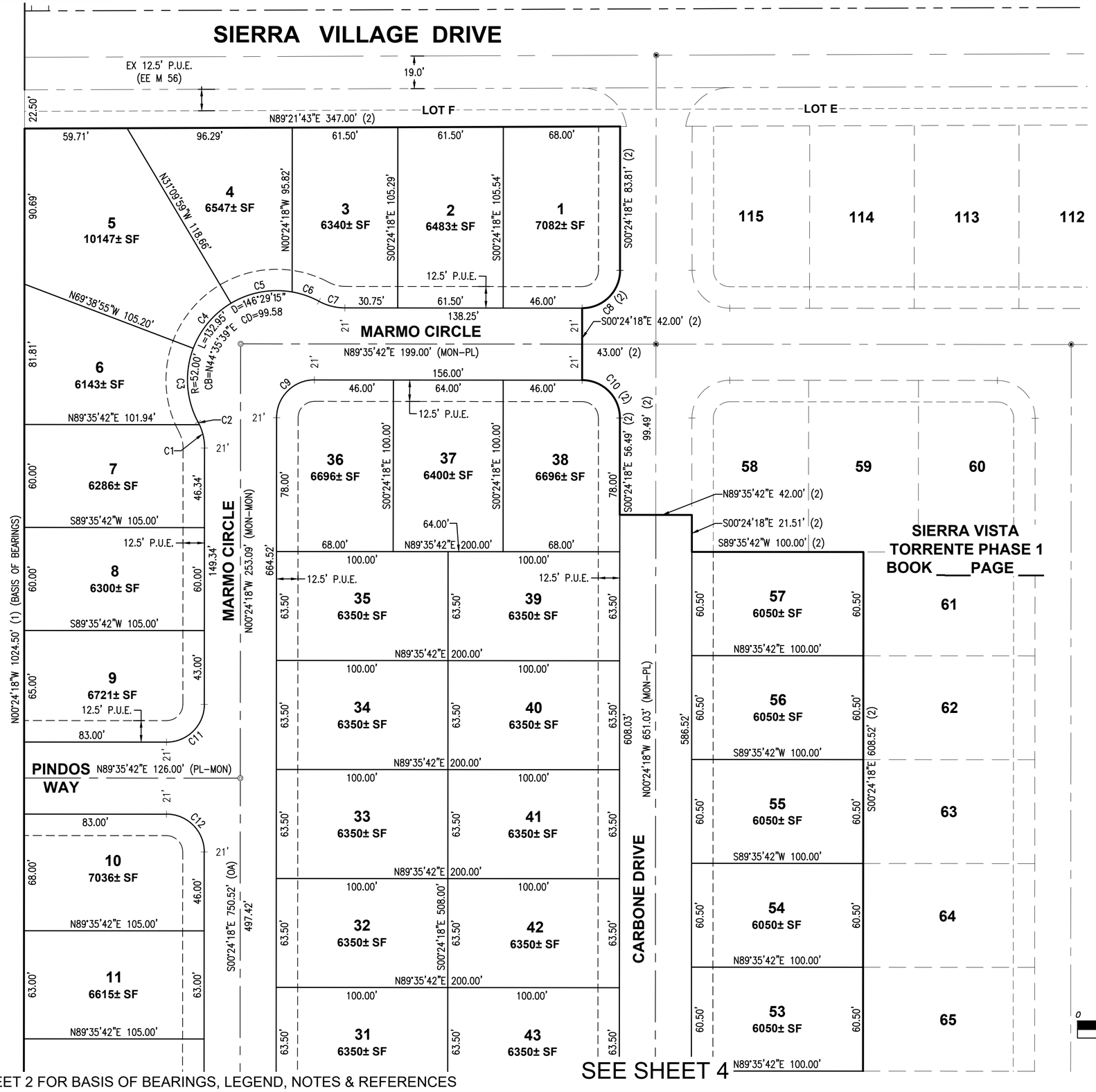
(1) EE MAPS 56
(2) __ MAPS __ (TORRENTE PHASE 1)

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 I, SUBDIVISION NO. PL20-0248", RECORDED ON _____, IN BOOK ___ OF MAPS, AT PAGES _____ AND LYING ENTIRELY WITHIN THE CITY OF ROSEVILLE, PLACER COUNTY, STATE OF CALIFORNIA SECTION 36, TOWNSHIP 11 NORTH, RANGE 5 EAST

JMH weiss
Real Estate Development Consultants
Planning and Engineering
1731 TECHNOLOGY DRIVE, SUITE 880 SAN JOSE, CA 95110

JOB #5204 JULY 2022 SHEET 3 OF 5



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'

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

SEE SHEET 4

N

0 20' 40' 80'

SCALE: 1" = 40'

FINAL MAP OF

SIERRA VISTA

TORRENTE PHASE 2

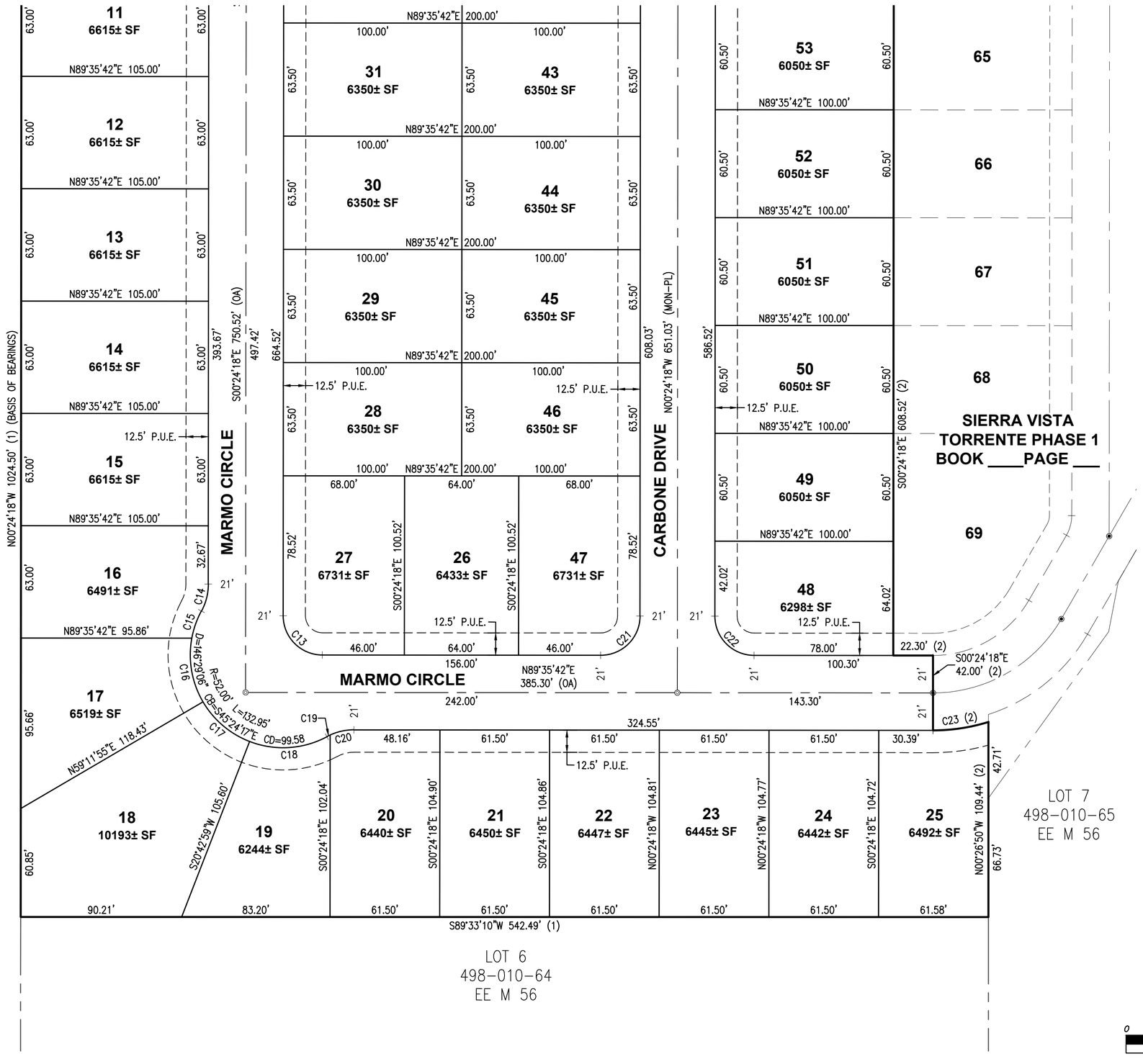
SUBDIVISION NO. PL20-0248

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 _____, IN BOOK ___ OF MAPS, AT PAGES _____ 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

BOOK _____ OF MAPS, PAGE _____

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'

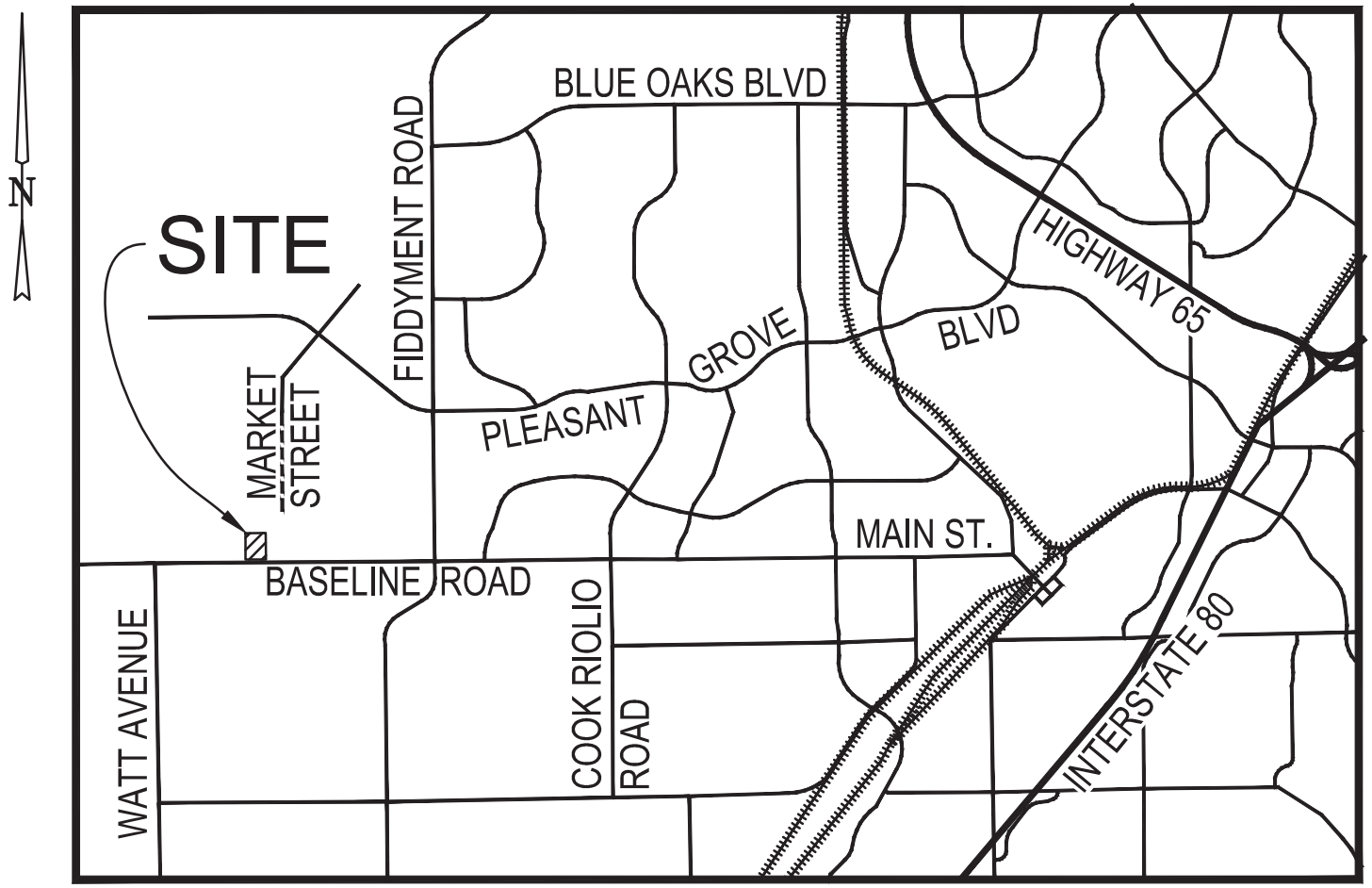
FINAL MAP OF
SIERRA VISTA
TORRENTE PHASE 2
SUBDIVISION NO. PL20-0248

CONSISTING OF FIVE (5) SHEETS BEING A SUBDIVISION OF THE DESIGNATED REMAINDER LOT AS SHOWN AND SO DESIGNATED ON THAT CERTAIN FINAL MAP ENTITLED "SIERRA VISTA TORRENTE PHASE I, SUBDIVISION NO. PL20-0248", RECORDED ON _____, IN BOOK ___ OF MAPS, AT PAGES _____
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

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

TORRENTE PHASE 2



VICINITY MAP

NOT TO SCALE

RESOLUTION NO. 22-419

APPROVING A SUBDIVISION AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND ANTHEM UNITED TORRENTE HOMES LIMITED PARTNERSHIP, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a subdivision agreement, by and between the City of Roseville and Anthem United Torrente Homes Limited Partnership, for the Sierra Vista Torrente Phase 2 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 _____, 2022, 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 Vista Torrente Phase 2 SUBDIVISION

THIS AGREEMENT, made and entered into this ___ day of _____, 20__, by and between the CITY OF ROSEVILLE, a municipal corporation ("CITY"), and Anthem United Torrente Homes Limited Partnership, a Washington Limited Partnership, ("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 Vista Torrente Phase 2 Subdivision" (Subdivision no. PL20-0248 ; "the Subdivision"); and

WHEREAS, a tentative map of the Subdivision was approved by the City Planning Commission on the 10th day of June, 20 21, 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 JMH Weiss Inc., dated May 6, 2022 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 February 28, 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 anytime 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 $ 1,324,628.25 . 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 15 (commencing with Section 3082) of Part 4 of Division 3 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	$2,000,000 per occurrence $4,000,000 aggregate Personal Injury: $2,000,000 per occurrence $4,000,000 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 worked 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 required

by Section 3.20 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

Anthem United Torrente Homes Limited Partnership
3001 Douglas Boulevard, Ste 200
Roseville CA 95661

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,

BY: _____
DOMINICK CASEY
City Manager

ATTEST:

BY: _____
CARMEN AVALOS
City Clerk

Anthem United Torrente Homes Limited Partnership,
a Washington Limited Partnership

BY: _____
Print name: Brian Moore
Title: Vice President

and

BY: _____
Print name: Matt Gustus
Title: Vice President

(NOTARIZATION REQUIRED)

[L:\agreement\form agreements\subdivision agmt.docx; 2/14/2022]

CALIFORNIA ACKNOWLEDGMENT **CIVIL CODE § 1189**

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

State of California
County of Placer

On October 21, 2022 before me, Bonnie Kwan, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Brian Moore
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.

BONNIE KWAN
Notary Public - California
Placer County
Commission # 2317317
My Comm. Expires Dec 27, 2023

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 of Notary Public

Place Notary Seal and/or Stamp Above

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: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

©2018 National Notary Association

CALIFORNIA ACKNOWLEDGMENT CIVIL CODE § 1189

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State of California
County of Placer }

On October 21, 2022 before me, Bonnie Kwan, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Matt Gustus
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.

BONNIE KWAN
Notary Public - California
Placer County
Commission # 2317317
My Comm. Expires Dec 27, 2023

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 of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

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Signer's Name:	Signer's Name:
☐ Corporate Officer – Title(s):	☐ Corporate Officer – Title(s):
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other:	☐ Other:
Signer is Representing:	Signer is Representing:

©2018 National Notary Association

APPROVED AS TO FORM:

BY:_____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUFFICIENCY:

BY: _____
MARC STOUT
City Engineer

COUNCIL COMMUNICATION

CC #: 2408
File #: 0400-04-09-1 & 0400-07

Title:	Sierra Vista Torrente Phase 3 Subdivision - Final Map and Subdivision Agreement
Contact:	Kerry Andrews 916-774-5346 kandrews@roseville.ca.us

Meeting Date: 12/7/2022
Item #: 6.21.

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 utility easements offered thereon and accept, subject to improvement, Lots A, B, C, D, and E and all rights of way offered thereon; and
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, Engineering section, 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 44 residential lots and 5 public landscape lots.

FISCAL IMPACT

There is no fiscal impact to the City's General Fund associated with this approval.

ENVIRONMENTAL REVIEW

Approval of the Sierra Vista Torrente Phase 3 final map is an action that is subject to California Environmental Quality Act (CEQA). Project level CEQA compliance for the Sierra Vista Torrente Phase 3 final map was accomplished with preparation of the Sierra Vista Specific Plan EIR (Adopted: May 5, 2010) (SCH#2008032017) and the Mitigated Negative Declaration (MND) and associated Mitigation Monitoring Program approved by the City of Roseville on June 6, 2012. Because the Sierra Vista Torrente Phase 3 final map is consistent with the project evaluated in the Sierra Vista Specific Plan Environmental Impact Report (EIR), no new effects would be expected to occur and all applicable mitigation measures from the Sierra Vista Specific Plan EIR will be implemented. As such, no additional CEQA action is required at this time.

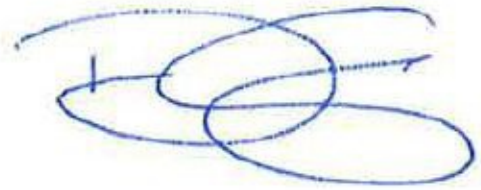
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Kerry Andrews, Assistant Engineer

Mike Isom, Development Services Director



_____

Dominick Casey, City Manager

ATTACHMENTS:

Description

Final Map

Vicinity Map

Resolution 22-420

Subdivision Agreement

BOOK _____ OF MAPS, PAGE _____

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:_____

NAME: BRIAN MOORE
TITLE: VICE PRESIDENT

BY: _____

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 _____

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: _____

PRINTED NAME: _____

MY PRINCIPAL PLACE OF BUSINESS IS THE COUNTY OF: _____

MY COMMISSION EXPIRES: _____

MY COMMISSION NO.: _____

NOTARY'S ACKNOWLEDGMENT

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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: _____

PRINTED NAME: _____

MY PRINCIPAL PLACE OF BUSINESS IS THE COUNTY OF: _____

MY COMMISSION EXPIRES: _____

MY COMMISSION NO.: _____

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.

_____

KEVIN WEISS, PLS 7139
EXPIRATION DATE:

DATE: _____

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.

_____ DATE: _____

MARC STOUT, R.C.E. 69879
CITY ENGINEER. CITY OF ROSEVILLE
LICENSE EXPIRES: SEPTEMBER 30, 2022

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

_____ 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 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.

_____
CITY CLERK, CITY OF ROSEVILLE

DATE: _____ BY: _____
ASSISTANT CITY CLERK

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2022, AT _____ .M. IN BOOK ____ OF MAPS, AT PAGE _____, IN THE OFFICE OF THE PLACER COUNTY RECORDER, AT THE REQUEST OF J.M.H. WEISS, INC.

_____ DOCUMENT NO.: _____
RECORDER OF PLACER COUNTY
STATE OF CALIFORNIA

BY: _____ FEE: $ _____
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

JOB #5204 JULY 2022 SHEET 1 OF 4

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:_____

PRINTED NAME:_____

DATE:_____

BY:_____

PRINTED NAME:_____

DATE:_____

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: _____

PRINTED NAME: _____

MY PRINCIPAL PLACE OF BUSINESS IS THE COUNTY OF: _____

MY COMMISSION EXPIRES: _____

MY COMMISSION NO.: _____

NOTARY'S ACKNOWLEDGMENT

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COUNTY OF _____

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MY PRINCIPAL PLACE OF BUSINESS IS THE COUNTY OF: _____

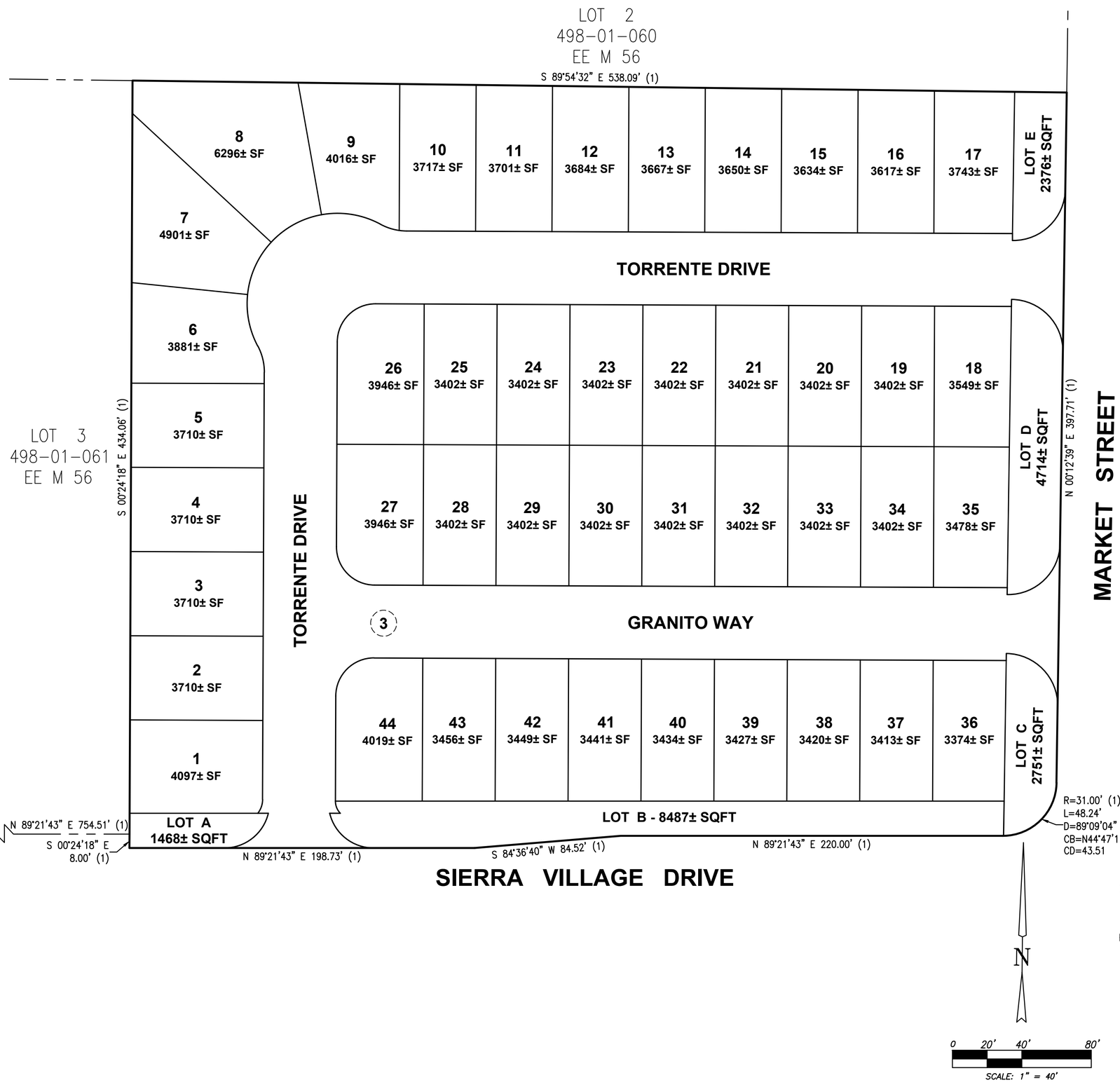
MY COMMISSION EXPIRES: _____

MY COMMISSION NO.: _____

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 $\frac{5}{8}$" 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
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Real Estate Development Consultants
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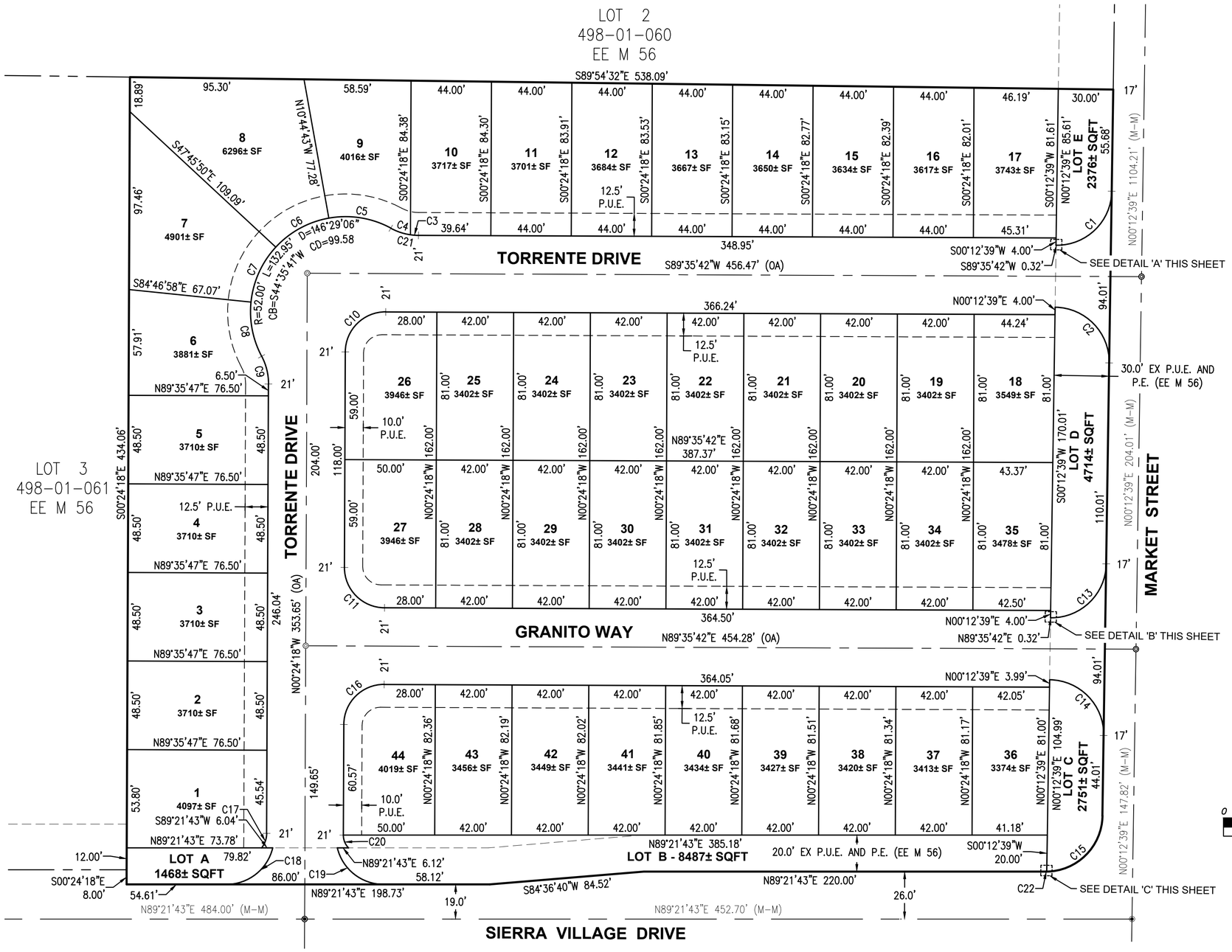
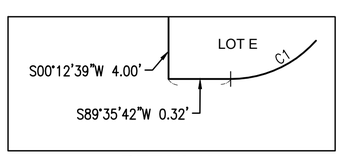
1731 TECHNOLOGY DRIVE, SUITE 880 SAN JOSE, CA 95110

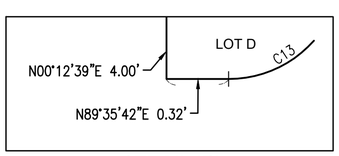
BOOK _____ OF MAPS, PAGE _____



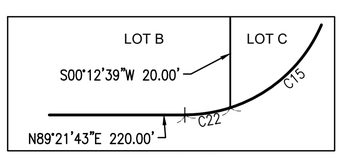
Curve Table					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	46.80'	30.00'	89°23'03"	N 44°54'11" E	42.20'
C2	47.12'	30.00'	90°00'00"	N 44°47'21" W	42.43'
C3	4.38'	32.00'	7°50'21"	N 86°29'08" W	4.37'
C4	11.40'	32.00'	20°24'12"	N 72°21'51" W	11.34'
C5	35.02'	52.00'	38°34'57"	N 81°27'14" 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'



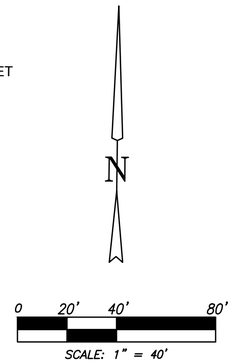
DETAIL 'A'
N.T.S.



DETAIL 'B'
N.T.S.



DETAIL 'C'
N.T.S.



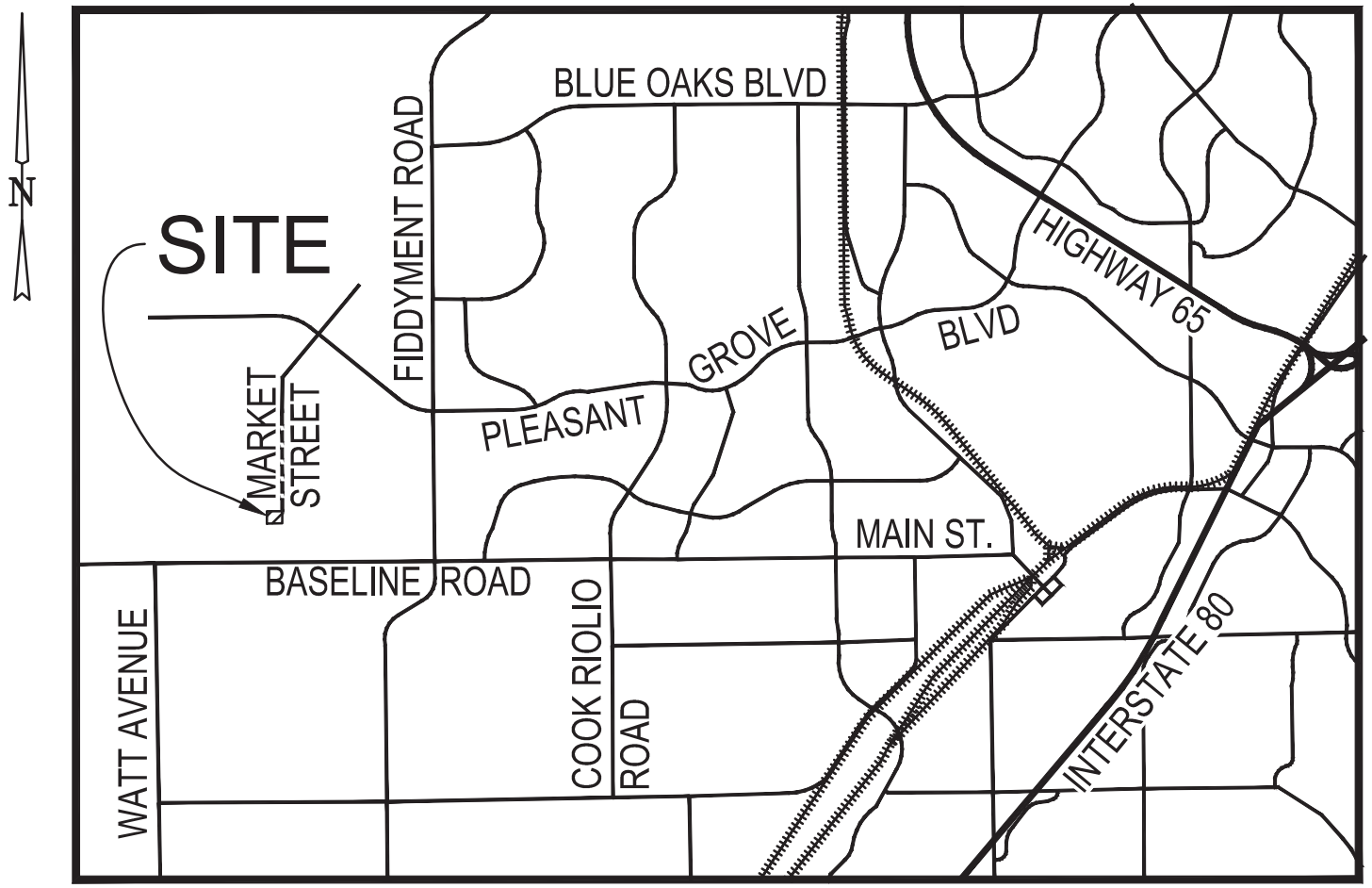
FINAL MAP OF
SIERRA VISTA
TORRENTE PHASE 3
SUBDIVISION NO. PL20-0248

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

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

TORRENTE PHASE 3



VICINITY MAP

NOT TO SCALE

RESOLUTION NO. 22-420

APPROVING A SUBDIVISION AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND ANTHEM UNITED TORRENTE HOMES LIMITED PARTNERSHIP, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a subdivision agreement, by and between the City of Roseville and Anthem United Torrente Homes Limited Partnership, for the Sierra Vista Torrente Phase 3 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 _____, 2022, 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 Vista Torrente Phase 3 SUBDIVISION

THIS AGREEMENT, made and entered into this ___ day of _____, 20__, by and between the CITY OF ROSEVILLE, a municipal corporation ("CITY"), and Anthem United Torrente Homes Limited Partnership, a Washington Limited Partnership, ("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 Vista Torrente Phase 3 Subdivision" (Subdivision no. PL20-0248 ; "the Subdivision"); and

WHEREAS, a tentative map of the Subdivision was approved by the City Planning Commission on the 10th day of June, 20 21, 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 JMH Weiss Inc., dated March 1, 2022 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 February 28, 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 anytime 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 $ 1,174,846.25 . 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 15 (commencing with Section 3082) of Part 4 of Division 3 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	$2,000,000 per occurrence $4,000,000 aggregate Personal Injury: $2,000,000 per occurrence $4,000,000 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 worked 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 required

by Section 3.20 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

Anthem United Torrente Homes Limited Partnership
3001 Douglas Boulevard, Ste 200
Roseville CA 95661

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,

BY: _____
DOMINICK CASEY
City Manager

ATTEST:

BY: _____
CARMEN AVALOS
City Clerk

Anthem United Torrente Homes Limited Partnership ,
a Washington Limited Partnership

BY: _____
Print name: Brian Moore
Title: Vice President

and

BY: _____
Print name: Matt Gustus
Title: Vice President

(NOTARIZATION REQUIRED)

[L:\agreement\form agreements\subdivision agmt.docx; 2/14/2022]

CALIFORNIA ACKNOWLEDGMENT CIVIL CODE § 1189

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

State of California
County of Placer

On October 21, 2022 (Date) before me, Bonnie Kwan, Notary Public (Here Insert Name and Title of the Officer)

personally appeared Brian Moore (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.

BONNIE KWAN
Notary Public - California
Placer County
Commission # 2317317
My Comm. Expires Dec 27, 2023

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 of Notary Public)

Place Notary Seal and/or Stamp Above

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: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

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CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California
County of Placer

On October 21, 2022 before me, Bonnie Kwan, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Matt Gustus
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.

BONNIE KWAN
Notary Public - California
Placer County
Commission # 2317317
My Comm. Expires Dec 27, 2023

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 of Notary Public

Place Notary Seal and/or Stamp Above

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: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

©2018 National Notary Association

APPROVED AS TO FORM:

BY:_____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUFFICIENCY:

BY: _____
MARC STOUT
City Engineer

COUNCIL COMMUNICATION

CC #: 2412
File #: 0203-04

Title: 401 Oak Street Demolition Project - Change Order Authority
Contact: Rebecca McCoy 916-774-5706 ramccoy@roseville.ca.us

Meeting Date: 12/7/2022
Item #: 6.22.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution to authorize change orders for an amount not to exceed 15% of the contract amount for the 401 Oak Street Demolition Project, and authorize the Public Works Director to approve change order requests as needed.

BACKGROUND

The 401 Oak Street Demolition Project includes removal of the existing building, remediation of asbestos and contaminated soils on the site, and site work to raise the property out of the floodplain. On July 21, 2021, Council awarded the 401 Oak Street Demolition Project to Double B Demolition in the amount of $550,000. At the time of contract award, staff did not request change order authority. Due to contaminated soil at the site, staff is requesting authorization to approve change orders for an amount not to exceed 15% ($82,500) of the contract amount and authorization for the Public Works Director to approve change order requests as needed. The updated maximum contract amount will be $632,500.

FISCAL IMPACT

Funding for change orders is available in the existing capital improvement project budget. This request has no additional fiscal impact to the General Fund.

ENVIRONMENTAL REVIEW

The proposed project involves the demolition and removal of an existing structure. 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.

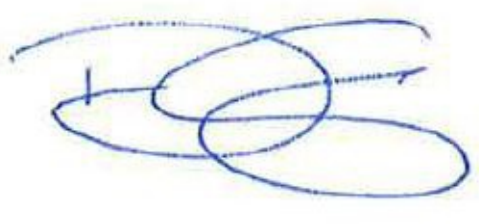
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal D - Enhance economic vitality

Respectfully Submitted,

Rebecca McCoy, Project Coordinator

Jason Shykowski, Public Works Director



_____

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 22-422

RESOLUTION NO. 22-422

APPROVING CHANGE ORDER AUTHORITY

WHEREAS, on July 21, 2021, the City Council awarded the 401 Oak Street Demolition Project to Double B Demolition; and

WHEREAS, at the time of contract award, staff did not request change order authority, but due to contaminated soil at the site, staff is now requesting authorization to approve change orders; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that the Public Works Director 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 fifteen percent (15%) of the original contract price.

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 #: 2425
File #: 0800-04

Title:	Infrastructure Plan for Fleet Electrification - Professional Service Agreement
Contact:	Brandy LeBeau 916-774-5531 blebeau@roseville.ca.us

Meeting Date: 12/7/2022
Item #: 6.23.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution to approve a professional services agreement for the Fleet Electrification Plan with Frontier Energy, Inc. and authorize the City Manager to execute it on behalf of the City of Roseville.

BACKGROUND

California has instituted regulations for Low Emission Vehicles (LEV) and Zero-Emission Vehicles (ZEV), enforcing emission reductions per Executive Order N-79-20. California Air Resource Board's (CARB) Advanced Clean Cars II regulation was approved in October 2022; all new passenger vehicles, trucks, and SUVs sold in California are to be zero-emissions by 2035. In addition, CARB Advanced Clean Fleet (ACF) regulation has increasingly stringent standards for government fleets. The currently proposed ACF regulation would go into effect on January 1, 2024. The regulation affects any vehicle with a Gross Weight of 8,500 lbs. and up. Starting January 1, 2024, 50% of vehicle purchases must be zero-emission; starting January 1, 2027, 100% of vehicle purchases must be zero-emission.

The City has approximately 940 vehicles and equipment, purchasing an average of 75 vehicles per year as replacements and additions. The City's fleet division has been proactive in planning and preparing to transition to zero-emission vehicles to comply with various zero-emission vehicle mandates. Fleet services is proactive by staying ahead of regulations and has a history of implementing new technologies and alternative fueled vehicles where feasible. Currently, there are eleven (11) battery-electric sedans in the fleet. There are also ten (10) battery-electric buses on order, two (2) electric sedans, and an electric pickup truck. In FY2022-23, Fleet Services plans to purchase at least five (5) more battery-electric vehicles. In addition to battery electric vehicles, the City also has a hybrid plug-in 60' bucket truck on order, due to arrive in early 2023, with an additional hybrid bucket truck planned for purchase in FY2022-23.

The infrastructure plan for fleet electrification will provide a detailed roadmap for supporting the conversion of the City fleet to zero-emission. Shifting the City fleet to zero-emission vehicles will help meet sustainability goals, comply with California Air Resource Board regulations, and potentially reduce costs. Over the coming decade, the City anticipates moving the entire City fleet

to zero-emission vehicles, provided suitable vehicles are available. To achieve this goal, sufficient charging infrastructure is critical in maintaining the level of use needed for City vehicles.

On May 26, 2022, the City issued Request for Proposal (RFP) #15-100 for an Infrastructure Plan for Fleet Electrification based upon business-specific requirements completed by the fleet services team.

The City received six (6) responses to the Infrastructure Plan RFP by the June 23, 2022, deadline. A committee of staff members from Fleet Services, Facilities Services, and the Electric department conducted a comprehensive evaluation process, including proposal reviews and vendor interviews. As a result, staff selected Frontier Energy, Inc., with 30+ years of experience working with local governments defining and developing energy production and efficiency strategies and helping fleets plan for the transition to zero-emission vehicles. Frontier Energy, Inc. is the most comprehensive, user-responsive, and effective solution for the City's current and future zero-emission fleet needs.

Frontier Energy, Inc. has met all requirements. They will provide staff with a detailed roadmap for converting to zero-emission vehicles. This will include vehicle analysis and replacement schedules, infrastructure requirements, charging strategies, projected costs and sources of revenue, policies, training, and technology, and deliver a phased master plan.

FISCAL IMPACT

There is no General Fund impact associated with this request. Funding was approved in the FY2022-23 budget process, and sufficient resources are available to cover the contract and requested contingency. The funding is included in the FY2022-23 Fleet Services Fund operating budget.

ENVIRONMENTAL REVIEW

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

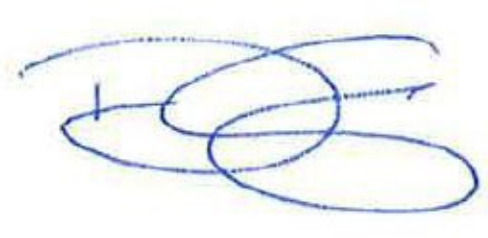
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal 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,

Brandy LeBeau, Acting Fleet Manager

Jason Shykowski, Public Works Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 22-438

Professional Services Agreement Frontier

Frontier Energy Proposal

RESOLUTION NO. 22-438

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

WHEREAS, a professional services agreement for consultant services for Infrastructure Plan for Fleet Electrification, by and between the City of Roseville and Frontier Energy, Inc., has been reviewed by the City Council; and

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

PASSED AND ADOPTED by the Council of the City of Roseville this____day of _____, 2022, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

PROFESSIONAL SERVICES AGREEMENT

Consultant Services for Infrastructure Plan for Fleet Electrification

THIS AGREEMENT is made and entered into this ___ day of _____, 20__, by and between the City of Roseville, a municipal corporation ("CITY"), and Frontier Energy, Inc., a California corporation ("CONSULTANT"); and

W I T N E S S E T H:

WHEREAS, CITY desires professional services consisting of consulting services for an Infrastructure Plan for Fleet Electrification; and

WHEREAS, CONSULTANT has prepared a proposal response to RFP# 15-100 dated June 23,2022, which describes the scope of work to be performed by CONSULTANT, the budget for the work, and the schedule for performance of the work; and

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

NOW, THEREFORE, the parties agree as follows:

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

2. Compensation. For its services provided hereunder, CONSULTANT shall be compensated on a time and expense basis in accordance with the budget estimate as described in

EXHIBIT "B," attached hereto and incorporated herein by this reference. Total compensation shall not exceed one hundred twenty thousand, nine hundred seventeen dollars ($120,917).

CONSULTANT shall submit one monthly invoice for its services. Such invoices shall be delineated by task, the person performing the services, and the hourly rate, which shall be stated in time increments of not greater than one tenth (1/10) hours. CITY shall pay invoices within thirty (30) days after receipt, if the services specified in the invoice have been satisfactorily completed.

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

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

CONSULTANT's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by

law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

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

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

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

b. Additional Insureds. CONSULTANT shall also provide a separate endorsement form or section of the policy showing CITY, its officers, agents, employees and volunteers as additional insureds for each type of coverage, except for Workers' Compensation and Professional Liability. Such insurance shall specifically cover the contractual liability of CONSULTANT. The additional insured coverage under the CONSULTANT's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from CITY's insurance or self-insurance. In addition, the

additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

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

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

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

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

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

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

5. Records. CONSULTANT and its subcontractors shall maintain all files and records relating to the services performed hereunder during the term of this Agreement and for a period of not less than one (1) year after the date of termination or expiration. Provided, however, that in the event of litigation or settlement of claims arising from the performance of this Agreement, CONSULTANT and its subcontractors shall maintain all files and records until such litigation, appeals or claims are resolved. Duly authorized representatives of CITY shall

have right of access during normal business hours and after reasonable notice to CONSULTANT's and subcontractors' files and records relating to the services performed hereunder, and may review and copy the files and records at appropriate stages during performance of the services and during the one (1) year period following termination or expiration of this Agreement. CONSULTANT shall include this provisions in its contracts with all subcontractors.

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

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

Pursuant to the provisions of California Labor Code Section 1773, the contracting department has identified the source, stated below, of the general prevailing rate of wages applicable to the site to be done, for straight time, overtime, and holiday work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining

agreement of the particular craft, classification or type of worker concerned. These wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm.

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

8. Compliance with Laws. CONSULTANT shall comply with all federal, state and local laws, ordinances and policies as may be applicable to the performance of services under this Agreement.

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

10. Governing Agreement. In the event of any conflict between this Agreement and its EXHIBITS, the provisions of this Agreement shall govern. In the event of any conflict between any of the EXHIBITS, the provisions of the first in order of attachment shall govern.

11. Assignment. CONSULTANT is employed to perform unique personal services. CONSULTANT shall not assign this Agreement without the prior written consent of CITY. CONSULTANT shall not employ or otherwise incur any obligation to pay other specialists or experts for services in connection with this Agreement, without prior written consent of CITY.

12. Independent Contractor. CONSULTANT, inclusive of its agents, officers, employees, volunteers, independent contractors, and subcontractors, shall act as an independent

contractor, and covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of CITY by reason of this Agreement.

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

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

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

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

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

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

16. Termination of Agreement. The City may terminate this Agreement without cause by giving CONSULTANT ten (10) days advance written notice from the City Manager. CONSULTANT may terminate this Agreement without cause by giving CITY thirty (30) days

advance written notice. In the event of termination through no fault of CONSULTANT, CITY shall compensate CONSULTANT for services performed as of the date of termination, upon the release to CITY of all Material hereunder, in any and all media or formats in which such materials have been created or are maintained. CITY retains the right to receive and use any Material, notwithstanding any termination or any dispute regarding the amount to be paid.

17. Attorney's Fees; Venue; Governing Law. If either party commences any legal action against the other party arising out of this Agreement or the performance hereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorney's fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

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

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

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

CITY OF ROSEVILLE	CONSULTANT
Brandy Lebeau, Management Analyst 2005 Hilltop Circle, Ste. 170 Roseville, CA 95747	Chris White, Sr. Manager 12949 Alcosta Blvd., Ste. 111 San Ramon, CA 94583

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

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

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. _____, adopted by the Council of the City of Roseville on the ___ day of _____, 20__, and CONSULTANT has caused this Agreement to be executed.

CITY OF ROSEVILLE, a municipal corporation

BY: _____
DOMINICK CASEY
City Manager

ATTEST:

BY: _____
CARMEN AVALOS
City Clerk

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

FRONTIER ENERGY, INC., a California corporation

BY: _____
JEREMY SPRINGER
Chief Financial Officer

and

Adam C Walburger

BY:_____
ADAM WALBURGER
Vice President

[SIGNATURES CONTINUED ON NEXT PAGE]

APPROVED AS TO SUBSTANCE:

BY: _____
JASON SHYKOWSKI
Public Works Director

EXHIBIT “A”

PROPOSAL

Consultant Services for Infrastructure Plan for Fleet Electrification RFP #15-100

June 23, 2022

Prepared for CITY OF ROSEVILLE CALIFORNIA

FRONTIER ENERGY, INC.
12949 Alcosta Blvd., Suite 101
San Ramon, CA 94583-1323
Contact: Chris White
(916) 371-2899
cwhite@frontierenergy.com

FRONTIER energy

12949 Alcosta Blvd., Suite 101
San Ramon, CA 94583

FrontierEnergy.com
510.444.8707

June 23, 2022

City of Roseville
Attn: City Clerk Department
311 Vernon Street
Roseville, CA 95678
Re: RFP
#15-100 Consultant Services for Infrastructure Plan for Fleet Electrification

Dear City Clerk,

I am pleased to offer Frontier Energy's proposal for the City of Roseville's Fleet Electrification Plan. For more than 30 years, Frontier Energy has worked with local governments, utilities, metropolitan planning organizations, and private industry to define and develop strategies for energy production, energy efficiency, and advanced transportation, which includes helping public and private fleets plan for the transition to electric and zero-emission vehicles.

Frontier Energy, Inc. is a C Corporation that was formed in 2015 and our Federal Tax ID (EIN) is 94-2802034. Work for this project will occur from our West Sacramento office. Frontier is partnering with DKS Associates, who will staff the project from its Sacramento and Seattle offices.

Chris White, Sr. Manager, is the point of contact and her information is at the bottom of this letter.

Frontier Energy will perform services and adhere to the requirements described in this RFP and will comply with the terms and standard clauses provided in the RFP. Additionally, Frontier agrees extend the terms of resulting contracts, inclusive of price, to other interested municipalities.

Our company fully supports this project.

Sincerely,

Larry Brand, President
Frontier Energy, Inc.
12949 Alcosta Blvd., Suite 101
San Ramon, CA 94583
lbrand@frontierenergy.com

Point of Contact for Proposal and Project:
Chris White, Sr. Manager
Phone: 916-371-2899
Fax: (510) 291-9595
cwhite@frontierenergy.com

Project Understanding

Most of our fleet electrification clients want answers to two questions: “what electrical upgrades do we need to make to support EV charging?” and “how much is it going to cost?” A third question is emerging, “how are we going to comply with the Advanced Clean Fleet regulation?”

During our work with fleets, both creating transition plans and leading workshops in coordinations with Clean Cities Coalitions, we’ve learned that:

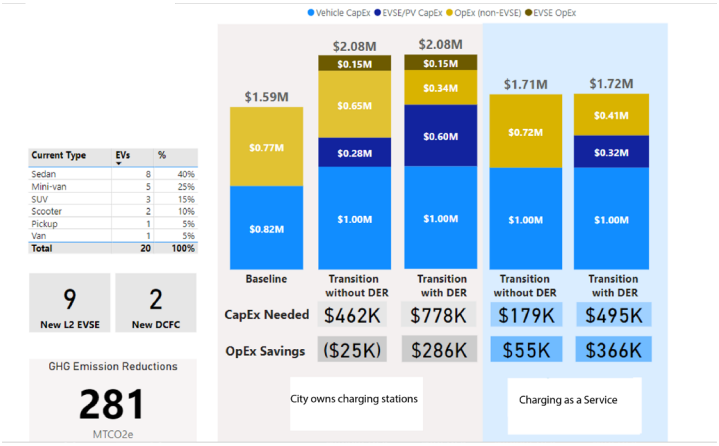
- Telematics software on vehicle is the exception, not the rule. We know how to find the information we need and, when necessary, use placeholder data from similar vehicles at similar cities.
- Fleet vehicle replacement policies and processes vary by department and vehicle type. And that procurement practices evolve over time to represent department and City the needs and priorities. We work with you to understand how your group specs and buys vehicles.
- Older facilities may have had other systems upgrades that put them at maximum capacity. We look at the building holistically to understand the impact of past upgrades and the opportunities for building and vehicle electrification.
- The first duty of City employees is to effectively serve the residents and businesses. EVs and charging stations need to help them do their jobs the same or better, not reduce services or operating efficiency.
- An EV isn’t the perfect fit for every duty cycle and every vehicle. We explore all the options for replacing a fossil fuel vehicle with zero-carbon fuels.
- Every plan is as unique as the department, the city, and staff. The attitudes and behavior of city employees, council members, commissioners, and residents shape our recommendations as much as data does.

Frontier Energy and DKS Associates have developed several tools to identify replacement vehicles, estimate charging energy needed, and identify the numbers and types of charging stations for fleet vehicles and public charging. Each of those tools is identified in the Project Plan.

Frontier maintains a database of electric and fuel cell vehicles that are currently available and those coming soon, the cost of the zero emission vehicles (ZEVs) and available incentives, and information about duty cycle and suitability to task. Our database also includes the vehicles that are targeted in the draft Advanced Clean Fleet regulation and those that are eligible for DERA grants. Because we’ve worked with dozens of municipal fleets, we are familiar with the challenging duty cycles of public works, public safety, and emergency preparedness and response vehicles, and of hot-seated police vehicles and take-home EVs.

DKS maintains close relationships with charging station manufacturers and software vendors and knows that each has a set of tools and capabilities for specific situations. We will recommend one or more systems that fit the use need at each site, and facilitate introductions and demonstrations as requested.

To visualize the transition plan, Frontier creates an interactive dashboard based on PowerBI. With this dashboard, all stakeholders can visualize the needs and gaps to procure and install electric vehicles, charging stations, and resiliency with estimated capital costs, total cost of ownership, and greenhouse gas reduction. The dashboard's website is password protected and will remain available throughout the project, and longer if the City finds it useful. The City will also receive spreadsheets and brief written reports with the cleaned data and recommendations.



The Advanced Clean Fleet (ACF) regulation will need special consideration during the project. As currently written, it will require that 50% of Class 2b and above vehicles added to the City's fleet be zero-emission vehicles (ZEVs) starting on January 1, 2024. We'll need to make sure Roseville can comply with the regulation or has the justification for an exemption.

EVs and EV charging stations are rapidly evolving. The deployment strategy and plan that the Frontier/DKS team creates will carefully balance technology, human behavior, the City's mission and GHG goals, and fiscal prudence. Your transition plan will be specific for the first few years, and less prescriptive in future years. We also provide concepts, ideas, and tools to address equity, reduce capital and operating costs, training the workforce, and participate in grants and pilot programs so that Roseville can continue to demonstrate leadership in EV deployment.

Our approach to the scope of work is based on best practices and lessons learned from similar fleet transition plans. The Frontier/DKS team has a streamlined process make the best use of time and to minimize the requirements and resources from City staff.

OUR PROCESS

1. Collect data about current and planned vehicles, current and planned domicile facilities, and other City policies and priorities. Clean and validate the data. If data is missing, we fill gaps by meeting with the client's team or using assumption data developed from other projects.
2. Identify vehicles/vehicle classes that can be electrified within 10 years and deliver a year-by-year vehicle transition plan that aligns with the client's sustainability and decarbonization goals and with the pending Advanced Clean Fleet regulation.
3. Assess each facility for its ability to support charging stations, or identify alternatives.
4. Identify the infrastructure needed to support the vehicles, including how charging will impact facility energy use and strategies to mitigate higher capital and energy costs. We deliver a plan for charging stations, distributed energy resources, charge management systems, and other recommended equipment or software.
5. Identify policies, procedures, and training needed to support the EV transition.
6. Develop an interactive digital dashboard year-by-year transition planning.
7. Prepare a phased implementation plan with documents, calculations, maps, and language that the client can use for bid packages, and in grant and incentive applications.

Scope of Work

Kick-off Meeting

To ensure the project runs as smoothly as possible and meet requirements for reporting, data transparency, and accountability, Frontier Energy will schedule and facilitate a project kick-off with City staff and key team members from our project partner, DKS Associates.

We coordinate an initial meeting with all internal stakeholders, which often includes the fleet manager, facility manager, executive office, and sustainability director and sometimes includes public works, procurement, and/or council or board representative. Prior to the meeting we send an introductory email with a meeting agenda and a list of the data we want to obtain about fleet vehicles and facilities so that everyone is prepared with answers and questions.

The kick-off meeting has three "sections:"

1. Goals and outcomes: We will ensure that the City and the Frontier team agree about the vehicles and facilities that will be included in the assessment and the Master Plan. We discuss the format and level of detail in the plan and other deliverables to make sure it meets the City's needs for specific information to use for other purposes, such as a Climate Action Plan. We also seek to understand each department's motivating factors and timelines for a transition.

2. Roles and responsibilities: We will clarify expectations of each person in the team and communication preferences. This helps everyone be efficient with time and clearly understand who to include in project meetings and data requests.

3. Data intake: We will review the data requests and templates we sent prior to meeting, identify the information the City has, and set a process and timeline for collecting other data. We also gather your:
    - Method of calculating total cost of ownership (TCO) and determining out-of-cycle vehicle replacement, which may include procurement expenses and staff support
    - Process and policies for fueling and contracts for fuels
    - Current vehicle electrification plans, including established contracts with charging station and vehicle providers
    - Approval and procurement processes (e.g., requirements for competitive bids, public input, council or commission approval)
    - Current and planned participation in incentive programs and pilot projects

At the end of the meeting, we will create a meeting schedule that respects City staffs' time and create an action plan for obtaining missing information. Within three business days, Frontier will provide a meeting summary with action items and assignments and a program management plan with deliverable due dates and milestones. Frontier will set up a shared document folder on SharePoint or Google, as desired by the City, to ensure all team members have access to timelines, reports, and deliverables.

Task 1. Vehicle Analysis and Replacement

Because we've worked with dozens of municipal fleets, we are familiar with the challenging duty cycles of public works, public safety, and emergency preparedness and response vehicles.

To gather data about your fleet, we'll set up a data transfer from Roseville's asset management or telematics systems, if available, and then identify gaps. If needed, we can issue driver surveys, get odometer readings, or conduct individual department meetings. For many vehicle types, the Frontier team can make assumptions based on duty cycles of vehicles in cities similar to Roseville. Table 1 shows the data we collect and alternatives when the desired information isn't available.

Table 1: Vehicle Data Collection

Desired Vehicle Information	Alternative #1	Alternative #2
Vehicle ID/VIN, make, model, model year, vehicle type/class, fuel type, owned or leased	Vehicle ID, make, model, vehicle type/class, fuel, owned or leased	Make, model, vehicle type/class, fuel, owned or leased
Date vehicle placed into service and scheduled to be replaced	Estimated life cycle (years or miles)	Blank if no schedule
Original cost, expected surplus proceeds, and budgeted replacement cost	Original cost and budgeted replacement cost	Original cost or budgeted replacement cost
Assigned division	Assigned department	Specific vehicle use case
Vehicle dwell times by address	Addresses where vehicles park during the day and overnight	Domicile address
Daily duty cycle: days of the week, hours in operation, average miles, driver assignment, primary use	Weekly duty cycle: days of the week, hours in operation, average miles, driver assignment, primary use	Assumption data for vehicle class from team
Fuel data or telematics data	One year of data from each vehicle	Assumption data from team
Annual O&M cost: fuel, maintenance, insurance, licensing, fuel infrastructure	Annual O&M cost: subset	Assumption data from team
Special equipment or configuration (e.g. liftgate, genset)	N/A	N/A
Yes/No for emergency preparedness, response or recovery	N/A	N/A

We work collaboratively with City staff and department heads to evaluate vehicle use and suitability to task, and identify EVs that are currently available or will be soon. As desired, the team can recommend low- and zero-emission options like hydrogen fuel cells, low-NOx engines with renewable natural gas, and battery assist devices like power takeoffs (PTOs) and auxiliary power units (APUs). Frontier maintains databases of on-road and off-road zero and near-zero emission vehicles in all weight classes, suitability to duty cycle, vehicle costs, and available incentives.

To create the vehicle replacement plan, we work collaboratively with City staff and department heads (as desired) to evaluate current vehicles' use and suitability to task. The Frontier team can identify vehicles that appear to have low use and those that seem mismatched to the task so that staff can make decisions about consolidating vehicles—which may mean shared pool EVs or electric bikes—and right-sizing makes and models. For example, one fleet client is replacing some Chevy Tahoe SUVs with Chevy Bolts when we learned that the department preferred smaller cars that were easier to park.

We will develop a 10-year one-to-one vehicle replacement plan based on the City's desired strategy: oldest vehicles first, greatest GHG reduction, best operational savings, regulatory compliance, etc. The plan will be specific through 2025, and broader after 2025 to accommodate additional EV availability. For vehicles that are not feasible for EV transition, the team can recommend low- and zero-emission options like hydrogen fuel cells, low-NOx engines with renewable natural gas, and battery assist devices like power takeoffs (PTOs) and auxiliary power units (APUs) and, if needed, provide justifications that ACF may require.

The replacement plan will clearly address a strategy for ACF compliance and with the proposed changes to Advanced Clean Cars.

To estimate EV replacement cost, we use an average cost for the class of EV before incentives and rebates, and then show incentives on a separate line to plan the budget more accurately.

Deliverables: A technical memo that summarizes findings and recommendations and Excel spreadsheets with energy calculations.

Task 2. Infrastructure Requirements

The Frontier team will gather baseline electricity use at municipal fleet parking facilities, existing electricity rates, and planned electrical service changes that might include adding distributed energy systems (microgrids, solar and/or battery storage). We identify facilities that will likely change in the next five years, like a planned department move or upgrades that may include changes or upgrades to electrical service. We will reference facility studies and as-built drawings that show the existing electrical panel, transformer, and single line wiring diagrams and layouts of parking facilities.

During data collection at project kick-off, the team will collect the information in Table 2 with alternatives for when the desired information isn't available.

Table 2: Facility Data Collection

Desired Facility and Fuel Information	Alternative #1
Locations of vehicle domiciles	N/A
Facility ownership	N/A
Output of onsite PV	Picture of the PV panels
Existing or planned EVSE	N/A
Planned facility changes	N/A
Usage data from existing EVSE and other fueling infrastructure	N/A if no existing EVSE
Electric meter readings at each domicile	N/A

Based on the EV replacements identified in Task 1, we estimate EV charging needs and project resulting electric loads at each fleet domicile by:

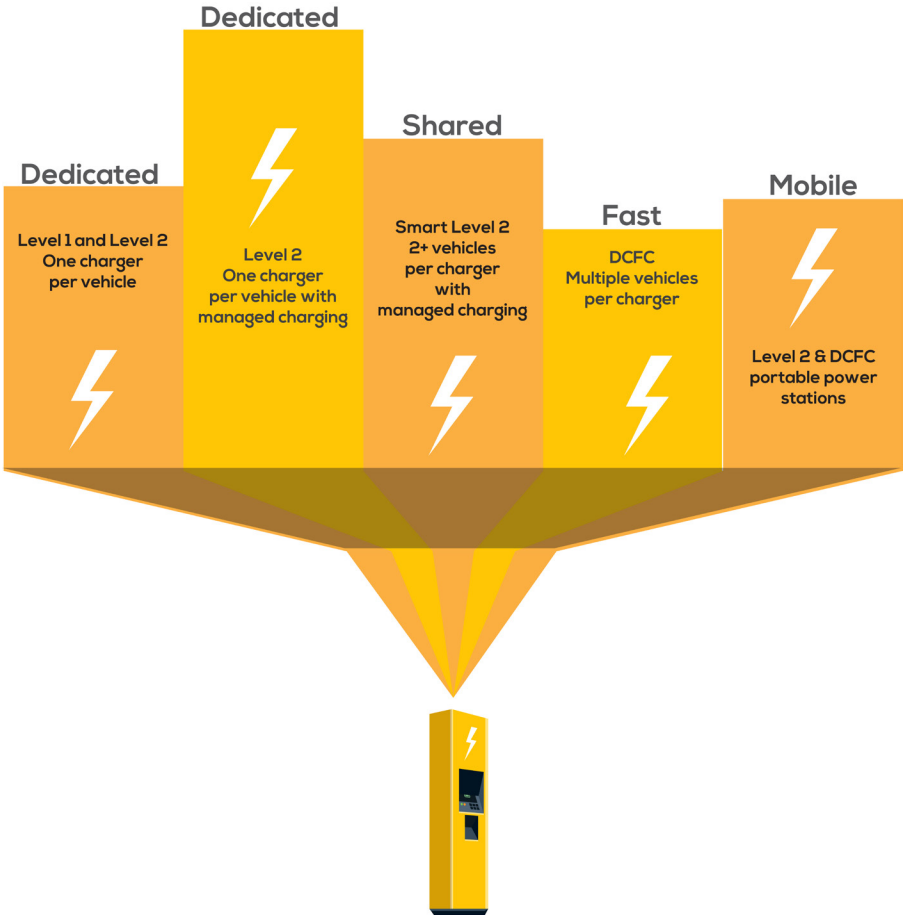
- Identifying charging infrastructure types (i.e., Level 1, Level 2, DCFC) and numbers of charging stations at each facility based on a recommended EV charging strategy according to estimated daily duty cycles.
- Estimating the additional electric load for fleet charging at each facility based on the existing fleet vehicle's duty cycles, and potential to use load or charge management software to manage and flatten the electrical load to reduce demand charges and avoid unnecessary electrical system upgrades.
- Estimating charging infrastructure capital costs based on existing and planned charging station purchasing agreements and procurement contracts, if available, or average costs from similar projects we've performed in central California.
- Detailing available electrical service capacity to serve each fleet domicile, the fee structure of expanding electrical service per kWh, and known fixed costs to supply additional electrical service if projected loads from new chargers exceed capacity.
- Recommending alternative strategies that may include using public charging stations, home-based charging, creating charging hubs or plazas, or using hydrogen or other low-carbon fuels.

We conduct virtual and physical site assessments to make sure that the facilities can accommodate charging stations, which includes distance from the electrical service, capacity of the panel and transformer, and potential improvements to the parking lot. For example, a DCFC in the corp yard might reduce the space a truck needs for turning; a charging station is that available to the public must be adjacent to an ADA accessible parking space. If desired, we can also recommend potential facility upgrades or improvements to increase efficiency and decrease utility costs. We'll coordinate with Roseville Electric about new, upgraded, planned, and expanded electrical service to identify the utility's capacity and identify potential barriers.

Task 3. Charging Strategies

The Frontier team uses DKS's Charging Strategy Cost Evaluation Tool to assess the cost-effectiveness of five charging strategies, pictured below, based on expected charging demand and procurement/installation costs for each selected fleet charging facility and considers a phased approach that includes "stub outs" to reduce future construction costs.

DKS's EVSE Operational Cost Evaluation Tool calculates annual operating costs via dynamic cost modeling. The tool considers multiple inputs that include electricity rate structure and consumption, electricity demand and time-of-use charges, equipment depreciation and maintenance, parking revenues, network fees, and labor for facility staffing. It can also estimate cost recovery by participating in credit programs and revenue from public charging. Outputs show expected energy use trends as EVs enter the fleet.



Many of our municipal fleet clients are increasingly concerned about how to charge fleet vehicles, especially police and other mission-critical assets, during power outages. We evaluate the potential and cost-effectiveness of resiliency strategies that include backup generators, distributed energy microgrids (solar and micro wind), and bidirectional charging including vehicle-to-vehicle (V2V), vehicle-to-building (V2B), and vehicle-to-grid (V2G) connectivity.

Deliverables: A technical memo that summarizes types, numbers, and locations for charging stations; and Excel spreadsheets energy use trends.

Task 4. Projected Costs and Sources of Revenue

During costs projections, the Frontier team estimates capital costs for vehicles and infrastructure, annual operating costs and savings, and the total cost of ownership. We will separate the costs of vehicles that the City must purchase to comply with ACF and with proposed changes to Advanced Clean Cars that may effect light-duty vehicles. Frontier closely monitors pending regulations.

For charging stations, we evaluate multiple owner/operator models. Increasingly, we see cities implement charging as a service in which the charging station manufacturer, like ChargePoint, or a third-party, like ABM, owns and maintains the charging stations and collects a fee each time a vehicle (fleet or public) uses the charging station. Other cities, like Houston, are using bond-type financing to pay for the charging stations and vehicles, and the city pays a flat fee per year until the "bond" is repaid.

Once the City has selected an owner/operator model, we calculate annual operating costs by using a dynamic cost modeling tool that includes electricity rate structure and consumption, electricity demand and time-of-use charges, equipment depreciation and maintenance, network fees, and labor for facility staffing. We can also estimate cost recovery by participating in utility demand-management programs, Low Carbon Fuel Standard (LCFS) credits, and revenue from employee and/or public charging. If desired, we can also evaluate the cost-effectiveness of vehicle-to-grid integration.

The team will also address barriers to fleet transition. From other projects, we know that barriers include availability of EVs suitable to near-term fleet needs, difficulty in competing for incentives, the cost and delay of electrical upgrades such as adding transformers, and the long lead time for procurement that doesn't align with municipal budgets. Frontier is currently conducting a nationwide research project to identify operational and behavioral barriers to fleet electrification and will leverage those results in this task.

Throughout the project, we will present timely information about grant funding, and incentive and rebate opportunities.

After collaborating with City staff, the team will recommend one or more strategy for funding the capital and O&M costs that aligns with the selected phased approach for implementation. Examples of financial strategies include:

- Establishing a fuel surcharge for fleet vehicles' gasoline and diesel use. A penny or two per gallon charged to each department can create a funding mechanism to finance EVs and charging stations, or a pool of matching funds to leverage for potential grants.
- Alternative financing through infrastructure-as-a-service or low-interest loans that will be available to municipalities in 2023 through the California Alternative Energy and Advanced Transportation Financing Authority (CAEATFA).
- A shared ownership model in which the fuel vendor—electricity, hydrogen, or renewable fuel—builds and operates shared infrastructure on City owned property. The fuel is available to City vehicles at pre-negotiated prices (the baseload) and the operator can sell fuel to other drivers at market rate.

Deliverables: A technical memo that summarizes total costs by department and the selected financial strategy; a summary of incentives, grants, and rebates

Task 5: Policies, Training, and Technology

During meetings with City staff, the project team will collect information about existing processes, polices, and procedures about vehicle maintenance, vehicle fueling, take-home vehicles, expense reimbursement and chargeback methods, and staff training. We anticipate that some policies and processes will vary by department and vehicle type. We also anticipate that policies and practices don't match because practices often evolve over time to represent the needs and priorities of the City and of the department.

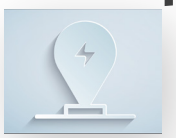
Charging station vendors and EV manufacturers have training programs for maintenance staff and technicians, and for staff that will use the reporting and tracking software. Data can become overwhelming, and it may be beneficial to have multiple people from fleet, facilities, and IT learn the management apps. Because the City is changing to a new fleet management system, we can work with staff to identify the data the City needs to collect and analyze to make decisions and take action that can reduce costs and improve safety, and which data is simply interesting to collect and review.

Most charging station vendors offer an on-boarding program to help staff become familiar with the EVs and to set up a personal code on the charging station app. We recommend that clients use all the resources from the vendors, and will help you create a checklist that employees complete and file with fleet (or HR) to show that they read the policies, have charging station access, and agree to the City's safe driving policies.

We'll also work with you to develop EV-specific policies that may include the topics shown below.

Deliverables: A technical memo that summarizes recommendations; language for policies

Example EV Policies

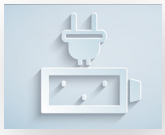


Trip Length

You may encourage EVs for long trips to reduce GHG emissions and cost or discourage EVs due to public charging station availability.

Cost Allocation

Documents how departments will account for the energy used to charge EVs and fees to cover charging station operating costs.



Reimbursement

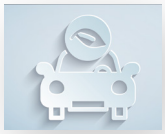
Describes reimbursing employees for charging take-home EVs and fleet use of public charging stations.

When to Plug In

Clarifies when the driver is responsible for charging the car, which could be remaining range (e.g., 100 miles), state of charge (e.g., 50% battery capacity) or frequency (e.g., every third use).

Problems

Describes the process to report technical problems with EVs and charging stations; should include how to report issues to service providers.



Complaints

Describes the process to report behavior-related complaints like an uncharged EV or a non-EV parked in an EV charging spot.

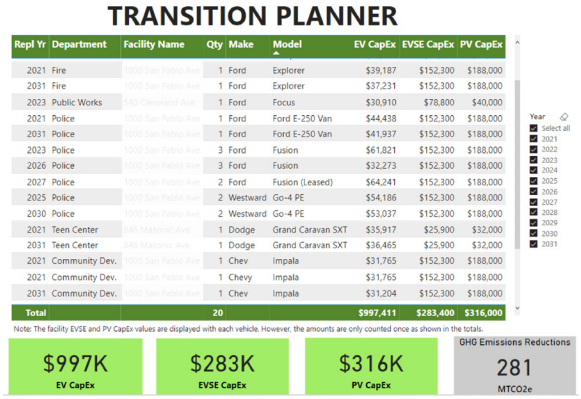
Shared Use

For charging stations that are shared with fleet EVs, employees, and/or the public, this addresses times of day/ days of the week that employees can use fleet charging stations, a time limit for parking in an EV space, towing or ticketing unauthorized vehicles, a charging station surcharge for non-fleet vehicles, and use of an "OK to Unplug" placard.

Task 6. Phased Master Plan

Using the outputs from other tasks, the Frontier team will provide a roadmap for project implementation by phase—blocks of years that we will define with City staff. The roadmap will be specific in the early years and more general in later years to allow for flexibility for technology innovation, and will be based on projected EV industry trends, Roseville's fleet vehicle replacement schedules, available incentives, the lead time for infrastructure, and City budget constraints.

The Master Plan is a digital dashboard on a password-protected website that the City has access to after the project. Users can filter recommendations by department, location, and year and can change the implementation timeline to see the cost and GHG effects of speeding up and slowing down implementation. The Frontier team can also provide a written report and PowerPoint presentation for City Council and/or city commissions, and will provide drawing, text, and calculations the City needs for grant applications.



The Master Plan will address:

- A procurement schedule for light- medium- and heavy-duty on road vehicles that considers Roseville's unique use cases and compliance with pending regulations for ZEV adoption.
- The number, type, and location of EV charging stations needed to support full fleet electrification and, if applicable, recommend alternatives that may include other fuels, like hydrogen or carbon-negative renewable natural gas.
- A recommended roll-out schedule for charging station deployment that pairs charging with vehicle arrival and minimizes construction costs.
- Strategies to reduce operating costs that may include third-party software, different vehicle domiciles, shared charging stations, building retrofits to improve site efficiency, and others.
- Capital costs for vehicles, charging stations, and infrastructure by location and by department and by phase, and potential incentives and grants. This can include staffing costs.
- Operating costs for vehicles, charging stations, and staff by location and by department, and potential charge-back and revenue opportunities.
- Backup systems that can provide resiliency for EV charging and mission-critical operations.
- Data and information that the City wants to collect and analyze to improve operations and data collection and reporting that grants and incentives require. Software systems and training needed to support data collection, reporting, and management.
- Best practices for charging station use, which may include sharing EVSEs with employees and public, training for drivers and maintenance staff, and communications with staff and residents about the EV transition.

Deliverables: Phased Master Plan as a digital dashboard, PDF, and PowerPoint; all materials developed during the project.

Project Management

Frontier Energy has a record of deploying successful projects with aggressive timelines. Frontier uses project management tools to set and manage milestones, due dates, and task assignments by person. All members of the team will have access to the tool, which helps keep the whole project on schedule and budget and enables quick identification and resolution of potential challenges. All program documents and files, except those sensitive information, are in a shared Microsoft Teams “team” and document folder to ensure all partners have access to timelines, reports, and deliverables. If the City prefers a different platform for collaboration, Frontier will accommodate that choice.

EXHIBIT “B”

The team of Frontier Energy and DKS Associates propose a not-to-exceed amount based on five months of work. The budget is the same terms and rates as our existing municipal contracts and includes expenses to be charged to perform the services proposed to accomplish the objectives of the RFP.

Task/Subtask	Labor Hours	Labor Cost	Expenses	Task Total
Task 0: Project Management				**$9,385**
Kickoff meeting and program planning	14	$2,507		
Project meetings and progress reports	41	$6,878		
Task 1: Vehicle Analysis and Replacement				**$28,055**
Gather and validate data	63	$8,990		
Identify market-ready EVs and ACF compliance	35	$4,990		
Estimate electrical demand for replacement EVs at each facility	40	$7,825		
Develop vehicle replacement plan and make available on an interactive digital dashboard	41	$6,250		
Task 2: Infrastructure Requirements				**$10,426**
Review fleet domicile facility electrical drawings	9	$1,675		
Review existing and planned charging stations for fleet, employees, and visitors	4	$850		
Interview facility staff	16	$3,028		
Review utility bills at each facility	7	$1,053		
Calculate available electrical capacity for each facility and estimate costs to upgrade	22	$3,820		
Task 3: Charging Strategies				**$9,547**
Evaluate charging strategies	9	$2,110		
Identify EV chargers needed at each facility	5	$1,030		
Determine optimal locations to install charging stations	14	$2,800		
Conduct field visits to inspect fleet facilities	5	$825	$62	
Evaluate resiliency options	12	$2,720		

Task/Subtask	Labor Hours	Labor Cost	Expenses	Task Total
Task 4: Projected Costs and Revenue				**$25,580**
Estimate capital costs for vehicles and multiple EV charging project components	51	$6,450		
Estimate operating costs of vehicles and EV charging stations	73	$10,260		
Identify barriers to electrification	13	$1,870		
Summarize available and anticipated project funding and incentives	12	$1,620		
Develop a financial strategy for implementation	28	$5,380		
Task 5: Policies, Training, and Technology				**$8,052**
Review existing policies and recommend updates	17	$2,370		
Identify training needs and options for training	11	$1,370		
Identify data needs and technology options	18	$4,312		
Task 6: Phased Master Plan				**$29,872**
Develop a phasing strategy for implementation	20	$3,520		
Develop a digital dashboard	52	$9,750		
Prepare draft report	43	$8,494		
Finalize report based on feedback	29	$5,234		
Develop and deliver PowerPoint presentation	14	$2,874		
Not-to-exceed cost proposal				**$120,917**

Schedule of Hourly Rates

2022 rates will be escalated with cost-of-living increases in following years.

Category	2022
President	300
Vice President	295
Sr. Director	295
Director / Principal Consultant	275
Sr. Manager / Engineering Manager	245
Manager	218
Sr. Engineer / Sr. Program Mgr	198
Engineer / Program Mgr	165
Sr. Program Consultant / Sr. Analyst	150
Program Consultant / Analyst	130
Sr. Program Coordinator / Sr. Technician	110
Program Coordinator / Technician	95
Program Associate	79
Administrative	75

1. All rates in US Dollars and Subject to Change at the Discretion of Frontier Energy, Inc.
2. Materials, supplies, and travel billed at actual cost
3. Mileage billable at the allowable IRS rate.

PROPOSAL

Consultant Services for Infrastructure Plan for Fleet Electrification RFP #15-100

June 23, 2022

Prepared for CITY OF ROSEVILLE CALIFORNIA

FRONTIER ENERGY, INC.
12949 Alcosta Blvd., Suite 101
San Ramon, CA 94583-1323
Contact: Chris White
(916) 371-2899
cwhite@frontierenergy.com

Cover Letter

"They're easy to work with. One of the best contractors I've worked with. They're good at bringing in partners like station providers and automakers."

Client quote from Frontier Energy 2020 "Voice of the Customer" Survey

FRONTIER energy

12949 Alcosta Blvd., Suite 101
San Ramon, CA 94583

FrontierEnergy.com
510.444.8707

June 23, 2022

City of Roseville
Attn: City Clerk Department
311 Vernon Street
Roseville, CA 95678
Re: RFP
#15-100 Consultant Services for Infrastructure Plan for Fleet Electrification

Dear City Clerk,

I am pleased to offer Frontier Energy's proposal for the City of Roseville's Fleet Electrification Plan. For more than 30 years, Frontier Energy has worked with local governments, utilities, metropolitan planning organizations, and private industry to define and develop strategies for energy production, energy efficiency, and advanced transportation, which includes helping public and private fleets plan for the transition to electric and zero-emission vehicles.

Frontier Energy, Inc. is a C Corporation that was formed in 2015 and our Federal Tax ID (EIN) is 94-2802034. Work for this project will occur from our West Sacramento office. Frontier is partnering with DKS Associates, who will staff the project from its Sacramento and Seattle offices.

Chris White, Sr. Manager, is the point of contact and her information is at the bottom of this letter.

Frontier Energy will perform services and adhere to the requirements described in this RFP and will comply with the terms and standard clauses provided in the RFP. Additionally, Frontier agrees extend the terms of resulting contracts, inclusive of price, to other interested municipalities.

Our company fully supports this project.

Sincerely,

Larry Brand, President
Frontier Energy, Inc.
12949 Alcosta Blvd., Suite 101
San Ramon, CA 94583
lbrand@frontierenergy.com

Point of Contact for Proposal and Project:
Chris White, Sr. Manager
Phone: 916-371-2899
Fax: (510) 291-9595
cwhite@frontierenergy.com

TAB A: Firm Qualification

"Frontier staff are diligent about answering technical questions. They get answers, whether from current expertise or their willingness to research a subject."

Client quote from Frontier Energy 2020 "Voice of the Customer" Survey

Corporate Background and Experience

The team of Frontier Energy and DKS Associates appreciates The City of Roseville's intent to proactively plan for the transition to electric vehicles. Our team shares your commitment to decarbonizing transportation and we have worked for years to plan infrastructure for building electrification and to support battery and fuel cell electric vehicles (jointly ZEVs). Our team leads the way in planning for EV adoption with more than 40 EV-related infrastructure projects either completed or currently underway, including many fleet transition projects.

Frontier Energy, Inc., a C Corporation, has 30+ years of experience in delivering programs that address energy efficiency and alternative transportation. With nearly 160 staff in offices in the highly advanced energy markets of New York, California, Texas, and Minnesota, we have the skills, experience, and resources to support planning for zero emission vehicles, infrastructure, and building electrification. For 20 years, Frontier Energy has operated the California Fuel Cell Partnership, the world's best-known collaborative for the market transformation of fuel cell electric vehicles powered by hydrogen, but our experience with electric vehicles started in the early 1990s when we established and operated the first EV charger testing center in the United States. During the last five years, the Transportation & Power division has increased the number of staff.

Frontier routinely collaborates with **DKS Associates**. Founded in 1979, DKS is an employee-owned firm that provides specialized transportation planning, design, and engineering services to public agencies across the country. DKS' staff includes 133 professionals with offices in California, Oregon, Washington, and Texas. In addition to traditional transportation services, DKS' comprehensive suite of electromobility planning and design services includes planning for municipal-scale ZEV charging programs, designing site-scale charging infrastructure, and assisting clients with financing and permitting. During the last five years, DKS started its Electromobility business group and grown from one staff to seven.

In our joint projects, Frontier Energy develops the focuses on the vehicles and DKS performs the engineering analysis for charging stations. We work together on financial planning and developing a 10-year transition plan.

TAB B: Experience and References

"Absolutely, they add value. They're very responsive and quick to complete work. They've been very accessible."

Client quote from Frontier Energy
2020 "Voice of the Customer" Survey

Similar Contracts in the Last Five Years

Frontier and DKS have completed or are developing more than 40 EV transition projects for city, county, and private fleets. Additionally, we work closely with Clean Cities Coalitions and coordinators at the local and national level and regularly provides our EV Fleet Academy workshop to help fleet and facility managers gather the data they need for planning and to apply for funding. The table summarizes our experience with projects similar to Roseville's Fleet Electrification Plan and the tasks in the Scope of Services.

Client; Project	Vehicle Analysis and Replacement	Facility Analysis for EVSEs	Charging Strategies	Projected Costs and Financing	Policies, Training, and Technology	Phased Master Plan and Best Practices
City of Elk Grove; EV Fleet Transition Planning	✓	✓	✓	✓	✓	✓
Santa Barbara Council of Area Governments; Central Coast ZEV Study		✓	✓	✓	✓	✓
City of Davis; EV Infrastructure Plan	✓	✓	✓	✓	✓	✓
Madera County Transportation Commission; ZEV Implementation Plan		✓	✓	✓	✓	✓
Sac Metro AQMD; Regional ZEV Readiness		✓	✓	✓	✓	✓
East Bay Community Energy; EV Fleet Transition Planning (12 cities and one county)	✓	✓	✓	✓	✓	✓
City of Sacramento; EV Blueprint			✓	✓	✓	✓
SMUD; MHD ZEV Blueprint	✓	✓	✓	✓	✓	✓
Marin Clean Energy; EV Technical Consulting				✓	✓	
City of Spokane; EV Fleet Transition	✓	✓	✓	✓	✓	✓
SMUD; Multifamily Program		✓	✓	✓	✓	
Private Construction Company; ZEV Fleet Transition planning	✓	✓	✓	✓	✓	✓
Minnesota Power; Municipal EV Fleet Planning	✓	✓	✓	✓		✓
King County; Assessment of Electric Vehicle Charging Infrastructure		✓	✓	✓		✓

Client; Project	Vehicle Analysis and Replacement	Facility Analysis for EVSEs	Charging Strategies	Projected Costs and Financing	Policies, Training, and Technology	Phased Master Plan and Best Practices
UC Davis; Campus Electric Vehicle Study		✓	✓	✓	✓	✓
City of Seattle; Electric Vehicle Supply Equipment Systemwide Assessment		✓	✓	✓	✓	✓
South San Francisco; Electric Vehicle Charging Station Master Plan		✓	✓	✓	✓	✓
City of Fremont; Fleet Electrification Study		✓	✓	✓	✓	✓
SMUD: EV Charging Technical Conditions		✓	✓		✓	
City of Tacoma; Electric Vehicle Supply Equipment Siting Study		✓	✓	✓	✓	✓
Central Coast Clean Energy; Technical Assistance for EV Charging		✓	✓	✓	✓	
Anaheim Public Utilities: Technical Assistance for EV Charging		✓	✓	✓	✓	✓

References:

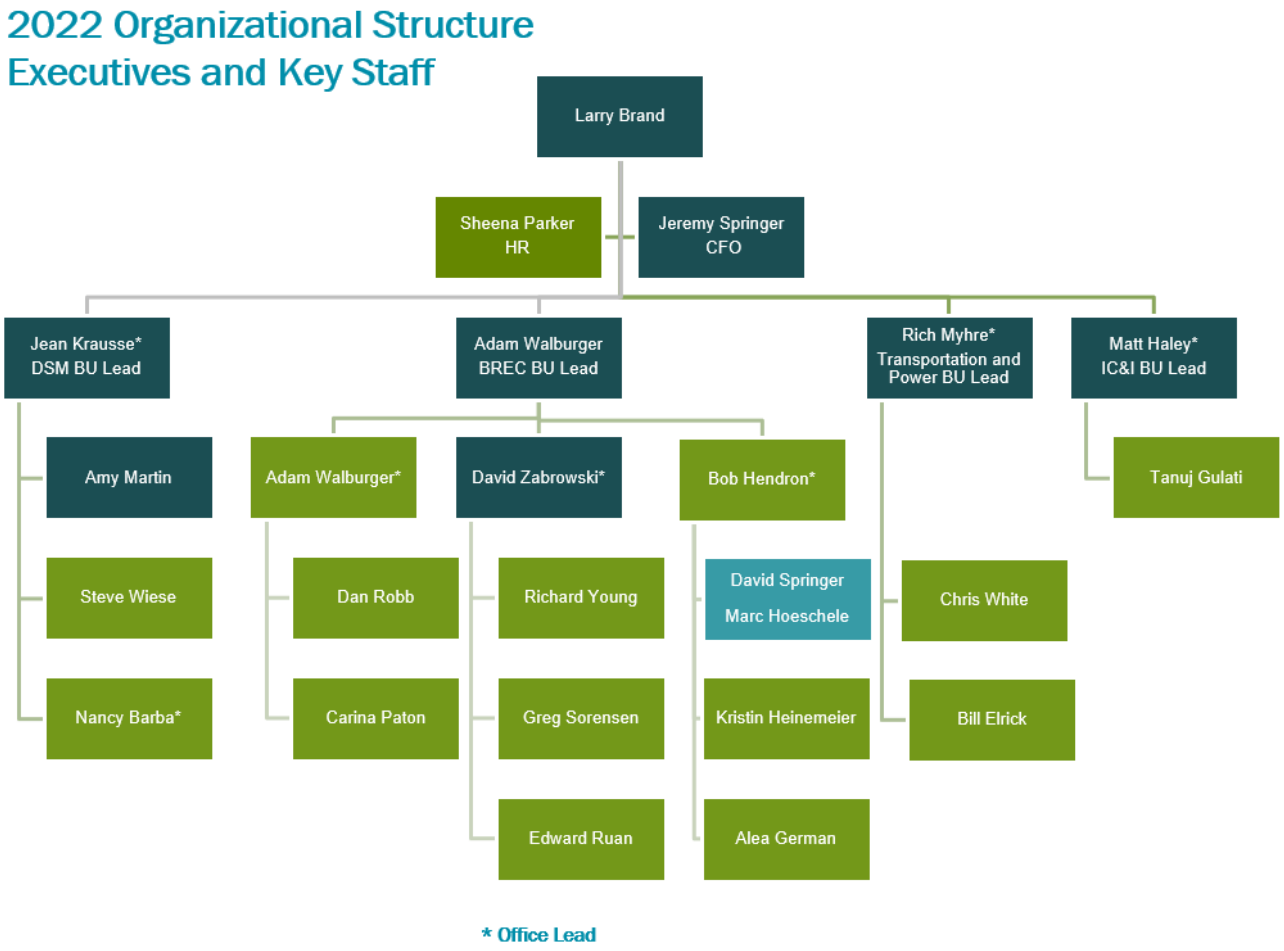
City of Davis EV Charging Plan
Kerry Loux, Sustainability Coordinator
Email: kloux@cityofdavis.org
Phone: 530-747-8246

City of Sacramento EV Blueprint
Jennifer Venema, Sustainability Manager,
City of Sacramento Dept. of Public Works
Email: jvenema@cityofsacramento.org
Phone: (916) 808-1859

City of Spokane, Washington EV Fleet Transition Plan
Dates: 2021 - Ongoing
Rick Giddings, Director of Fleet Services
Email: rgiddings@spokanecity.org
Phone: (509) 710-5500
The City of Lodi is embarking on multi-tiered vehicle purchase and replacement process to reduce greenhouse gas emission and be prepared to comply with the pending Advanced Clean Fleets (ACF) regulation. Switching from conventional fuels to electric vehicles, excluding the cost of the charging infrastructure, will also lower the total cost of ownership of the vehicle fleet.

Frontier Energy Organizational Chart

Frontier's Transportation and Power business unit will lead Roseville's Fleet Infrastructure Plan. Frontier has nearly 160 people who apply their talent and expertise to projects.



TAB C: Project Team

"They're very responsive, accommodating, and thorough. They're good about taking time to listen and understand our requirements. They make sure we're satisfied."

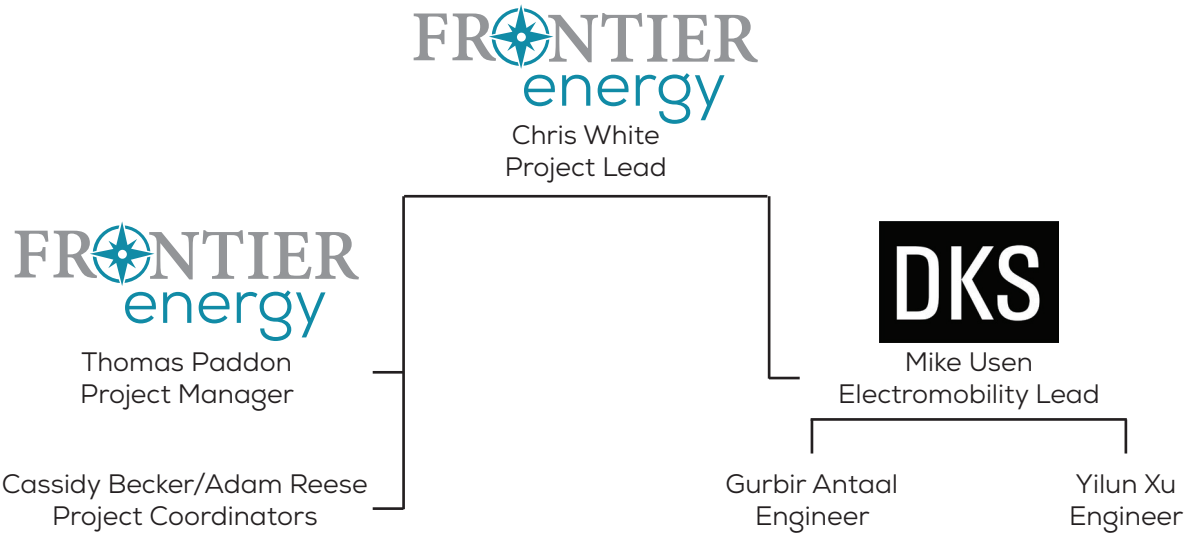
Client quote from Frontier Energy
2020 "Voice of the Customer" Survey

Frontier Energy has 30+ years of experience in delivering programs that address energy efficiency and alternative transportation. For 20 years, Frontier Energy has operated the California Fuel Cell Partnership, the world's best-known collaborative for the market transformation of fuel cell electric vehicles powered by hydrogen, and our experience with electric vehicles started in the early 1990s when we established and operated the first EV charger testing center in the United States.

DKS Associates provides specialized transportation planning, design, and engineering services to public agencies across the country. DKS's comprehensive suite of electromobility includes planning for municipal-scale ZEV charging programs, designing site scale charging infrastructure, and assisting clients with financing and permitting. DKS has completed or is completing dozens of separate electromobility projects that include charging infrastructure planning, site evaluation, cost analysis, and planning and design.

Together and independently, we've worked with local governments, municipal utilities, and school districts on multiple strategic plans, infrastructure master plans, and ZEV transitions. The team members have a personal commitment to thoughtfully deploying infrastructure for electric vehicles to ensure widespread adoption of zero-emission cars, trucks, and buses.

Project Team Organizational Diagram



Lead Staff

Chris White, Sr. Manager

Chris has been with Frontier Energy since 2004 and works with advanced transportation. Under her supervision, Frontier Energy staff support clients by conducting extensive market research, developing print and digital marketing materials, conducting community and stakeholder outreach, and workforce development and training. Chris's clients include air districts, state and local government, associations, automakers, and utilities.

Similar projects:

- SMUD Multifamily Program (includes EVSE)
- City of Davis Public Charging Plan
- Madera County Public Infrastructure Plan
- Marin Clean Energy EV Consulting
- Private construction firm EV fleet transition planning

Project Roles & Responsibilities

- Project lead
- Recommendations for heavy-duty vehicles
- Funding strategies
- Regulatory compliance
- Best practices

Location

- West Sacramento, CA

Thomas Paddon, PMP, Sr. Program Consultant

Thomas joined Frontier Energy in 2021 to manage fleet transition planning and vehicle electrification projects. He joined the company from CALSTART where he developed vehicle electrification strategies and roadmaps, and fleet transition plans with a focus on support for ZEV programs for disadvantaged communities. He has developed various economic and TCO models for different fleet and market segments, and currently develops digital dashboards and interactive planning tools using PowerBI for each client.

Similar projects:

- East Bay Community Energy EV Fleet Transition (14 municipal fleets)
- City of Spokane Green Fleet Transition
- City of Duluth (MN) EV Fleet Transition
- Beaufort County (SC) EV Fleet Transition

Project Roles & Responsibilities

- Project management
- Client communication
- Vehicle analysis
- Recommendations for light- and medium-duty vehicles
- Digital dashboards

Location

- Monrovia, CA

Mike Usen, AICP, Electromobility Practice Lead

Mike has dedicated his environmental planning career to the pursuit of environmental sustainability for nearly 30 years. He joined DKS in 2017 and leads the company-wide electric vehicle charging infrastructure planning and design practice. Mike oversaw development of DKS's EVSE cost calculator and has completed dozens of electromobility projects. He is well-known in the electromobility industry among other consultants, electric vehicle OEMs, charging networks and manufacturers, EV tech startups, shared mobility providers, electric utilities, etc. and is a frequent presenter at the many electromobility conferences he attends.

Similar projects:

- City of Spokane Green Fleet Transition
- East Bay Community Energy EV Fleet Transition
- City of Seattle EVSE Systemwide Assessment
- City of Fremont Fleet Electrification Study
- City of Bellevue Green Fleet Strategy

Project Roles & Responsibilities

- DKS lead
- Site feasibility
- Charging demand analysis
- Cost analysis
- Mobility hub planning
- Software recommendations

Location

- Seattle, WA

Yilun Xu, Electromobility Consultant

Yilun has eight years experience with a variety of electromobility projects on which he applies both his engineering and his business analysis expertise. His specialization includes charging demand management, electrical utility rate analysis, credit planning, bi-directional charging planning and operational cost analysis.

Similar projects:

- City of Bellevue Green Fleet Strategy
- University of California Davis Campus Electric Vehicle Study
- City of Davis Public Charging Plan
- City of Tacoma Fleet Electrification

Project Roles & Responsibilities

- Cost analysis
- Funding
- Utilization planning
- Business models

Location

- Seattle, WA

Gurbir Antaal, Electromobility Engineer

Gurbir is an electrical and transportation engineer who brings six years of experience and a wide variety of skills relating to planning and designing electric vehicle (EV) charging infrastructure installation as well as power, traffic signal system and construction of lighting for highways and municipal/county roads. His experience also includes the design of other electric transportation infrastructure including illumination systems and traffic signals.

Similar projects:

- City of Elk Grove EV Fleet Transition Plan
- City of Fremont Fleet Electrification Study
- East Bay Community Energy EV Fleet Transition
- City of Spokane Green Fleet Transition

Project Roles & Responsibilities

- Cost analysis
- Site feasibility
- Site design

Location

- Sacramento, CA

TAB D: Project Understanding

"It comes down to trust. My team trusts the Frontier people they work with, and I think the feeling is mutual."

Client quote from Frontier Energy 2020 "Voice of the Customer" Survey

Project Understanding

Most of our fleet electrification clients want answers to two questions: “what electrical upgrades do we need to make to support EV charging?” and “how much is it going to cost?” A third question is emerging, “how are we going to comply with the Advanced Clean Fleet regulation?”

During our work with fleets, both creating transition plans and leading workshops in coordinations with Clean Cities Coalitions, we’ve learned that:

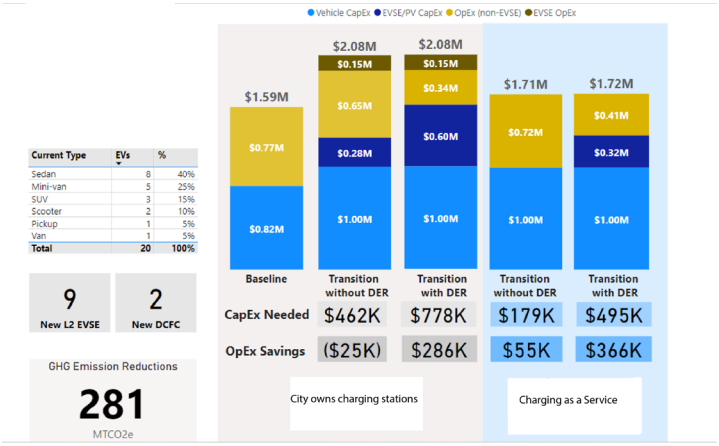
- Telematics software on vehicle is the exception, not the rule. We know how to find the information we need and, when necessary, use placeholder data from similar vehicles at similar cities.
- Fleet vehicle replacement policies and processes vary by department and vehicle type. And that procurement practices evolve over time to represent department and City the needs and priorities. We work with you to understand how your group specs and buys vehicles.
- Older facilities may have had other systems upgrades that put them at maximum capacity. We look at the building holistically to understand the impact of past upgrades and the opportunities for building and vehicle electrification.
- The first duty of City employees is to effectively serve the residents and businesses. EVs and charging stations need to help them do their jobs the same or better, not reduce services or operating efficiency.
- An EV isn’t the perfect fit for every duty cycle and every vehicle. We explore all the options for replacing a fossil fuel vehicle with zero-carbon fuels.
- Every plan is as unique as the department, the city, and staff. The attitudes and behavior of city employees, council members, commissioners, and residents shape our recommendations as much as data does.

Frontier Energy and DKS Associates have developed several tools to identify replacement vehicles, estimate charging energy needed, and identify the numbers and types of charging stations for fleet vehicles and public charging. Each of those tools is identified in the Project Plan.

Frontier maintains a database of electric and fuel cell vehicles that are currently available and those coming soon, the cost of the zero emission vehicles (ZEVs) and available incentives, and information about duty cycle and suitability to task. Our database also includes the vehicles that are targeted in the draft Advanced Clean Fleet regulation and those that are eligible for DERA grants. Because we’ve worked with dozens of municipal fleets, we are familiar with the challenging duty cycles of public works, public safety, and emergency preparedness and response vehicles, and of hot-seated police vehicles and take-home EVs.

DKS maintains close relationships with charging station manufacturers and software vendors and knows that each has a set of tools and capabilities for specific situations. We will recommend one or more systems that fit the use need at each site, and facilitate introductions and demonstrations as requested.

To visualize the transition plan, Frontier creates an interactive dashboard based on PowerBI. With this dashboard, all stakeholders can visualize the needs and gaps to procure and install electric vehicles, charging stations, and resiliency with estimated capital costs, total cost of ownership, and greenhouse gas reduction. The dashboard's website is password protected and will remain available throughout the project, and longer if the City finds it useful. The City will also receive spreadsheets and brief written reports with the cleaned data and recommendations.



The Advanced Clean Fleet (ACF) regulation will need special consideration during the project. As currently written, it will require that 50% of Class 2b and above vehicles added to the City's fleet be zero-emission vehicles (ZEVs) starting on January 1, 2024. We'll need to make sure Roseville can comply with the regulation or has the justification for an exemption.

EVs and EV charging stations are rapidly evolving. The deployment strategy and plan that the Frontier/DKS team creates will carefully balance technology, human behavior, the City's mission and GHG goals, and fiscal prudence. Your transition plan will be specific for the first few years, and less prescriptive in future years. We also provide concepts, ideas, and tools to address equity, reduce capital and operating costs, training the workforce, and participate in grants and pilot programs so that Roseville can continue to demonstrate leadership in EV deployment.

Our approach to the scope of work is based on best practices and lessons learned from similar fleet transition plans. The Frontier/DKS team has a streamlined process make the best use of time and to minimize the requirements and resources from City staff.

OUR PROCESS

1. Collect data about current and planned vehicles, current and planned domicile facilities, and other City policies and priorities. Clean and validate the data. If data is missing, we fill gaps by meeting with the client's team or using assumption data developed from other projects.
2. Identify vehicles/vehicle classes that can be electrified within 10 years and deliver a year-by-year vehicle transition plan that aligns with the client's sustainability and decarbonization goals and with the pending Advanced Clean Fleet regulation.
3. Assess each facility for its ability to support charging stations, or identify alternatives.
4. Identify the infrastructure needed to support the vehicles, including how charging will impact facility energy use and strategies to mitigate higher capital and energy costs. We deliver a plan for charging stations, distributed energy resources, charge management systems, and other recommended equipment or software.
5. Identify policies, procedures, and training needed to support the EV transition.
6. Develop an interactive digital dashboard year-by-year transition planning.
7. Prepare a phased implementation plan with documents, calculations, maps, and language that the client can use for bid packages, and in grant and incentive applications.

Tab E: Project Plan

"They're always looking for what's new on the horizon, for what might be happening in five or 10 years. This is really what we need."

Client quote from Frontier Energy 2020 "Voice of the Customer" Survey

Scope of Work

Kick-off Meeting

To ensure the project runs as smoothly as possible and meet requirements for reporting, data transparency, and accountability, Frontier Energy will schedule and facilitate a project kick-off with City staff and key team members from our project partner, DKS Associates.

We coordinate an initial meeting with all internal stakeholders, which often includes the fleet manager, facility manager, executive office, and sustainability director and sometimes includes public works, procurement, and/or council or board representative. Prior to the meeting we send an introductory email with a meeting agenda and a list of the data we want to obtain about fleet vehicles and facilities so that everyone is prepared with answers and questions.

The kick-off meeting has three "sections:"

1. Goals and outcomes: We will ensure that the City and the Frontier team agree about the vehicles and facilities that will be included in the assessment and the Master Plan. We discuss the format and level of detail in the plan and other deliverables to make sure it meets the City's needs for specific information to use for other purposes, such as a Climate Action Plan. We also seek to understand each department's motivating factors and timelines for a transition.

2. Roles and responsibilities: We will clarify expectations of each person in the team and communication preferences. This helps everyone be efficient with time and clearly understand who to include in project meetings and data requests.

3. Data intake: We will review the data requests and templates we sent prior to meeting, identify the information the City has, and set a process and timeline for collecting other data. We also gather your:
    - Method of calculating total cost of ownership (TCO) and determining out-of-cycle vehicle replacement, which may include procurement expenses and staff support
    - Process and policies for fueling and contracts for fuels
    - Current vehicle electrification plans, including established contracts with charging station and vehicle providers
    - Approval and procurement processes (e.g., requirements for competitive bids, public input, council or commission approval)
    - Current and planned participation in incentive programs and pilot projects

At the end of the meeting, we will create a meeting schedule that respects City staffs' time and create an action plan for obtaining missing information. Within three business days, Frontier will provide a meeting summary with action items and assignments and a program management plan with deliverable due dates and milestones. Frontier will set up a shared document folder on SharePoint or Google, as desired by the City, to ensure all team members have access to timelines, reports, and deliverables.

Task 1. Vehicle Analysis and Replacement

Because we've worked with dozens of municipal fleets, we are familiar with the challenging duty cycles of public works, public safety, and emergency preparedness and response vehicles.

To gather data about your fleet, we'll set up a data transfer from Roseville's asset management or telematics systems, if available, and then identify gaps. If needed, we can issue driver surveys, get odometer readings, or conduct individual department meetings. For many vehicle types, the Frontier team can make assumptions based on duty cycles of vehicles in cities similar to Roseville. Table 1 shows the data we collect and alternatives when the desired information isn't available.

Table 1: Vehicle Data Collection

Desired Vehicle Information	Alternative #1	Alternative #2
Vehicle ID/VIN, make, model, model year, vehicle type/class, fuel type, owned or leased	Vehicle ID, make, model, vehicle type/class, fuel, owned or leased	Make, model, vehicle type/class, fuel, owned or leased
Date vehicle placed into service and scheduled to be replaced	Estimated life cycle (years or miles)	Blank if no schedule
Original cost, expected surplus proceeds, and budgeted replacement cost	Original cost and budgeted replacement cost	Original cost or budgeted replacement cost
Assigned division	Assigned department	Specific vehicle use case
Vehicle dwell times by address	Addresses where vehicles park during the day and overnight	Domicile address
Daily duty cycle: days of the week, hours in operation, average miles, driver assignment, primary use	Weekly duty cycle: days of the week, hours in operation, average miles, driver assignment, primary use	Assumption data for vehicle class from team
Fuel data or telematics data	One year of data from each vehicle	Assumption data from team
Annual O&M cost: fuel, maintenance, insurance, licensing, fuel infrastructure	Annual O&M cost: subset	Assumption data from team
Special equipment or configuration (e.g. liftgate, genset)	N/A	N/A
Yes/No for emergency preparedness, response or recovery	N/A	N/A

We work collaboratively with City staff and department heads to evaluate vehicle use and suitability to task, and identify EVs that are currently available or will be soon. As desired, the team can recommend low- and zero-emission options like hydrogen fuel cells, low-NOx engines with renewable natural gas, and battery assist devices like power takeoffs (PTOs) and auxiliary power units (APUs). Frontier maintains databases of on-road and off-road zero and near-zero emission vehicles in all weight classes, suitability to duty cycle, vehicle costs, and available incentives.

To create the vehicle replacement plan, we work collaboratively with City staff and department heads (as desired) to evaluate current vehicles' use and suitability to task. The Frontier team can identify vehicles that appear to have low use and those that seem mismatched to the task so that staff can make decisions about consolidating vehicles—which may mean shared pool EVs or electric bikes—and right-sizing makes and models. For example, one fleet client is replacing some Chevy Tahoe SUVs with Chevy Bolts when we learned that the department preferred smaller cars that were easier to park.

We will develop a 10-year one-to-one vehicle replacement plan based on the City's desired strategy: oldest vehicles first, greatest GHG reduction, best operational savings, regulatory compliance, etc. The plan will be specific through 2025, and broader after 2025 to accommodate additional EV availability. For vehicles that are not feasible for EV transition, the team can recommend low- and zero-emission options like hydrogen fuel cells, low-NOx engines with renewable natural gas, and battery assist devices like power takeoffs (PTOs) and auxiliary power units (APUs) and, if needed, provide justifications that ACF may require.

The replacement plan will clearly address a strategy for ACF compliance and with the proposed changes to Advanced Clean Cars.

To estimate EV replacement cost, we use an average cost for the class of EV before incentives and rebates, and then show incentives on a separate line to plan the budget more accurately.

Deliverables: A technical memo that summarizes findings and recommendations and Excel spreadsheets with energy calculations.

Task 2. Infrastructure Requirements

The Frontier team will gather baseline electricity use at municipal fleet parking facilities, existing electricity rates, and planned electrical service changes that might include adding distributed energy systems (microgrids, solar and/or battery storage). We identify facilities that will likely change in the next five years, like a planned department move or upgrades that may include changes or upgrades to electrical service. We will reference facility studies and as-built drawings that show the existing electrical panel, transformer, and single line wiring diagrams and layouts of parking facilities.

During data collection at project kick-off, the team will collect the information in Table 2 with alternatives for when the desired information isn't available.

Table 2: Facility Data Collection

Desired Facility and Fuel Information	Alternative #1
Locations of vehicle domiciles	N/A
Facility ownership	N/A
Output of onsite PV	Picture of the PV panels
Existing or planned EVSE	N/A
Planned facility changes	N/A
Usage data from existing EVSE and other fueling infrastructure	N/A if no existing EVSE
Electric meter readings at each domicile	N/A

Based on the EV replacements identified in Task 1, we estimate EV charging needs and project resulting electric loads at each fleet domicile by:

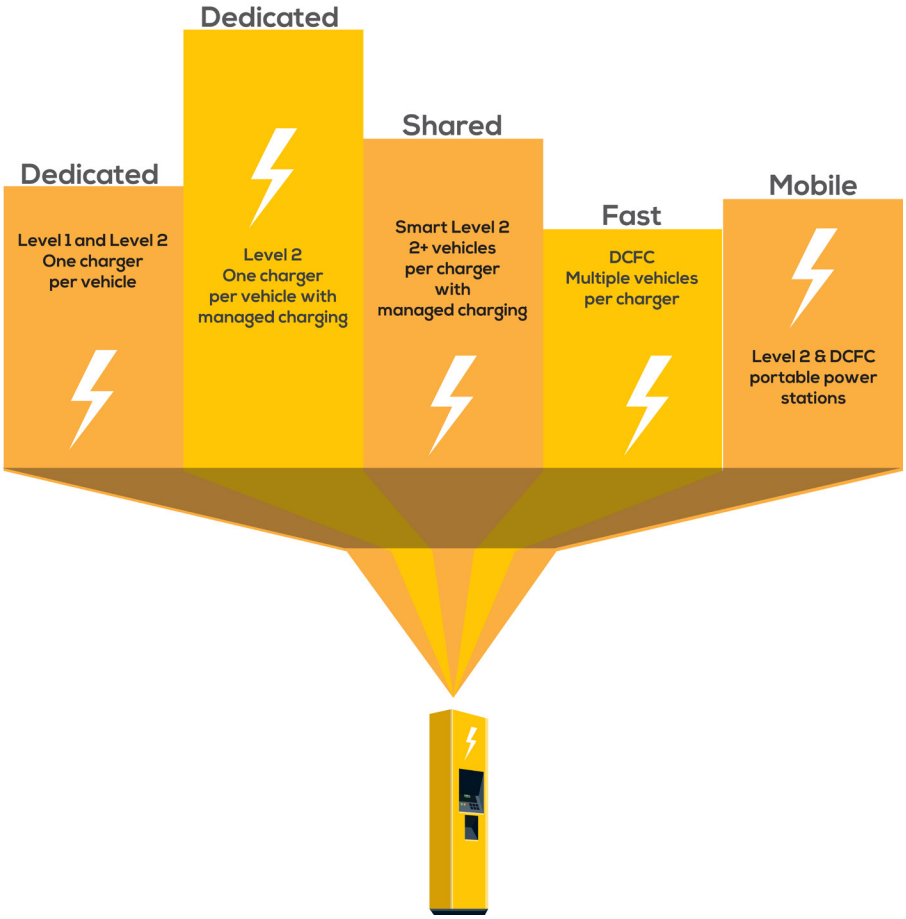
- Identifying charging infrastructure types (i.e., Level 1, Level 2, DCFC) and numbers of charging stations at each facility based on a recommended EV charging strategy according to estimated daily duty cycles.
- Estimating the additional electric load for fleet charging at each facility based on the existing fleet vehicle's duty cycles, and potential to use load or charge management software to manage and flatten the electrical load to reduce demand charges and avoid unnecessary electrical system upgrades.
- Estimating charging infrastructure capital costs based on existing and planned charging station purchasing agreements and procurement contracts, if available, or average costs from similar projects we've performed in central California.
- Detailing available electrical service capacity to serve each fleet domicile, the fee structure of expanding electrical service per kWh, and known fixed costs to supply additional electrical service if projected loads from new chargers exceed capacity.
- Recommending alternative strategies that may include using public charging stations, home-based charging, creating charging hubs or plazas, or using hydrogen or other low-carbon fuels.

We conduct virtual and physical site assessments to make sure that the facilities can accommodate charging stations, which includes distance from the electrical service, capacity of the panel and transformer, and potential improvements to the parking lot. For example, a DCFC in the corp yard might reduce the space a truck needs for turning; a charging station is that available to the public must be adjacent to an ADA accessible parking space. If desired, we can also recommend potential facility upgrades or improvements to increase efficiency and decrease utility costs. We'll coordinate with Roseville Electric about new, upgraded, planned, and expanded electrical service to identify the utility's capacity and identify potential barriers.

Task 3. Charging Strategies

The Frontier team uses DKS's Charging Strategy Cost Evaluation Tool to assess the cost-effectiveness of five charging strategies, pictured below, based on expected charging demand and procurement/installation costs for each selected fleet charging facility and considers a phased approach that includes "stub outs" to reduce future construction costs.

DKS's EVSE Operational Cost Evaluation Tool calculates annual operating costs via dynamic cost modeling. The tool considers multiple inputs that include electricity rate structure and consumption, electricity demand and time-of-use charges, equipment depreciation and maintenance, parking revenues, network fees, and labor for facility staffing. It can also estimate cost recovery by participating in credit programs and revenue from public charging. Outputs show expected energy use trends as EVs enter the fleet.



Many of our municipal fleet clients are increasingly concerned about how to charge fleet vehicles, especially police and other mission-critical assets, during power outages. We evaluate the potential and cost-effectiveness of resiliency strategies that include backup generators, distributed energy microgrids (solar and micro wind), and bidirectional charging including vehicle-to-vehicle (V2V), vehicle-to-building (V2B), and vehicle-to-grid (V2G) connectivity.

Deliverables: A technical memo that summarizes types, numbers, and locations for charging stations; and Excel spreadsheets energy use trends.

Task 4. Projected Costs and Sources of Revenue

During costs projections, the Frontier team estimates capital costs for vehicles and infrastructure, annual operating costs and savings, and the total cost of ownership. We will separate the costs of vehicles that the City must purchase to comply with ACF and with proposed changes to Advanced Clean Cars that may effect light-duty vehicles. Frontier closely monitors pending regulations.

For charging stations, we evaluate multiple owner/operator models. Increasingly, we see cities implement charging as a service in which the charging station manufacturer, like ChargePoint, or a third-party, like ABM, owns and maintains the charging stations and collects a fee each time a vehicle (fleet or public) uses the charging station. Other cities, like Houston, are using bond-type financing to pay for the charging stations and vehicles, and the city pays a flat fee per year until the "bond" is repaid.

Once the City has selected an owner/operator model, we calculate annual operating costs by using a dynamic cost modeling tool that includes electricity rate structure and consumption, electricity demand and time-of-use charges, equipment depreciation and maintenance, network fees, and labor for facility staffing. We can also estimate cost recovery by participating in utility demand-management programs, Low Carbon Fuel Standard (LCFS) credits, and revenue from employee and/or public charging. If desired, we can also evaluate the cost-effectiveness of vehicle-to-grid integration.

The team will also address barriers to fleet transition. From other projects, we know that barriers include availability of EVs suitable to near-term fleet needs, difficulty in competing for incentives, the cost and delay of electrical upgrades such as adding transformers, and the long lead time for procurement that doesn't align with municipal budgets. Frontier is currently conducting a nationwide research project to identify operational and behavioral barriers to fleet electrification and will leverage those results in this task.

Throughout the project, we will present timely information about grant funding, and incentive and rebate opportunities.

After collaborating with City staff, the team will recommend one or more strategy for funding the capital and O&M costs that aligns with the selected phased approach for implementation. Examples of financial strategies include:

- Establishing a fuel surcharge for fleet vehicles' gasoline and diesel use. A penny or two per gallon charged to each department can create a funding mechanism to finance EVs and charging stations, or a pool of matching funds to leverage for potential grants.
- Alternative financing through infrastructure-as-a-service or low-interest loans that will be available to municipalities in 2023 through the California Alternative Energy and Advanced Transportation Financing Authority (CAEATFA).
- A shared ownership model in which the fuel vendor—electricity, hydrogen, or renewable fuel—builds and operates shared infrastructure on City owned property. The fuel is available to City vehicles at pre-negotiated prices (the baseload) and the operator can sell fuel to other drivers at market rate.

Deliverables: A technical memo that summarizes total costs by department and the selected financial strategy; a summary of incentives, grants, and rebates

Task 5: Policies, Training, and Technology

During meetings with City staff, the project team will collect information about existing processes, polices, and procedures about vehicle maintenance, vehicle fueling, take-home vehicles, expense reimbursement and chargeback methods, and staff training. We anticipate that some policies and processes will vary by department and vehicle type. We also anticipate that policies and practices don't match because practices often evolve over time to represent the needs and priorities of the City and of the department.

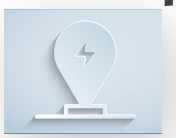
Charging station vendors and EV manufacturers have training programs for maintenance staff and technicians, and for staff that will use the reporting and tracking software. Data can become overwhelming, and it may be beneficial to have multiple people from fleet, facilities, and IT learn the management apps. Because the City is changing to a new fleet management system, we can work with staff to identify the data the City needs to collect and analyze to make decisions and take action that can reduce costs and improve safety, and which data is simply interesting to collect and review.

Most charging station vendors offer an on-boarding program to help staff become familiar with the EVs and to set up a personal code on the charging station app. We recommend that clients use all the resources from the vendors, and will help you create a checklist that employees complete and file with fleet (or HR) to show that they read the policies, have charging station access, and agree to the City's safe driving policies.

We'll also work with you to develop EV-specific policies that may include the topics shown below.

Deliverables: A technical memo that summarizes recommendations; language for policies

Example EV Policies

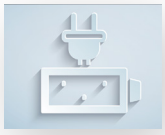


Trip Length

You may encourage EVs for long trips to reduce GHG emissions and cost or discourage EVs due to public charging station availability.

Cost Allocation

Documents how departments will account for the energy used to charge EVs and fees to cover charging station operating costs.



Reimbursement

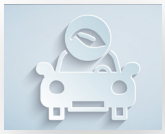
Describes reimbursing employees for charging take-home EVs and fleet use of public charging stations.

When to Plug In

Clarifies when the driver is responsible for charging the car, which could be remaining range (e.g., 100 miles), state of charge (e.g., 50% battery capacity) or frequency (e.g., every third use).

Problems

Describes the process to report technical problems with EVs and charging stations; should include how to report issues to service providers.



Complaints

Describes the process to report behavior-related complaints like an uncharged EV or a non-EV parked in an EV charging spot.

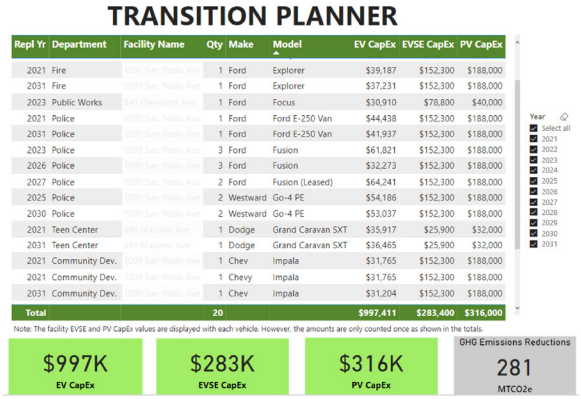
Shared Use

For charging stations that are shared with fleet EVs, employees, and/or the public, this addresses times of day/ days of the week that employees can use fleet charging stations, a time limit for parking in an EV space, towing or ticketing unauthorized vehicles, a charging station surcharge for non-fleet vehicles, and use of an "OK to Unplug" placard.

Task 6. Phased Master Plan

Using the outputs from other tasks, the Frontier team will provide a roadmap for project implementation by phase—blocks of years that we will define with City staff. The roadmap will be specific in the early years and more general in later years to allow for flexibility for technology innovation, and will be based on projected EV industry trends, Roseville's fleet vehicle replacement schedules, available incentives, the lead time for infrastructure, and City budget constraints.

The Master Plan is a digital dashboard on a password-protected website that the City has access to after the project. Users can filter recommendations by department, location, and year and can change the implementation timeline to see the cost and GHG effects of speeding up and slowing down implementation. The Frontier team can also provide a written report and PowerPoint presentation for City Council and/or city commissions, and will provide drawing, text, and calculations the City needs for grant applications.



The Master Plan will address:

- A procurement schedule for light- medium- and heavy-duty on road vehicles that considers Roseville's unique use cases and compliance with pending regulations for ZEV adoption.
- The number, type, and location of EV charging stations needed to support full fleet electrification and, if applicable, recommend alternatives that may include other fuels, like hydrogen or carbon-negative renewable natural gas.
- A recommended roll-out schedule for charging station deployment that pairs charging with vehicle arrival and minimizes construction costs.
- Strategies to reduce operating costs that may include third-party software, different vehicle domiciles, shared charging stations, building retrofits to improve site efficiency, and others.
- Capital costs for vehicles, charging stations, and infrastructure by location and by department and by phase, and potential incentives and grants. This can include staffing costs.
- Operating costs for vehicles, charging stations, and staff by location and by department, and potential charge-back and revenue opportunities.
- Backup systems that can provide resiliency for EV charging and mission-critical operations.
- Data and information that the City wants to collect and analyze to improve operations and data collection and reporting that grants and incentives require. Software systems and training needed to support data collection, reporting, and management.
- Best practices for charging station use, which may include sharing EVSEs with employees and public, training for drivers and maintenance staff, and communications with staff and residents about the EV transition.

Deliverables: Phased Master Plan as a digital dashboard, PDF, and PowerPoint; all materials developed during the project.

Project Management

Frontier Energy has a record of deploying successful projects with aggressive timelines. Frontier uses project management tools to set and manage milestones, due dates, and task assignments by person. All members of the team will have access to the tool, which helps keep the whole project on schedule and budget and enables quick identification and resolution of potential challenges. All program documents and files, except those sensitive information, are in a shared Microsoft Teams “team” and document folder to ensure all partners have access to timelines, reports, and deliverables. If the City prefers a different platform for collaboration, Frontier will accommodate that choice.

TAB F: Cost

"They're good about following contract requirements. They'll often go above and beyond requirements."

Client quote from Frontier Energy 2020 "Voice of the Customer" Survey

The team of Frontier Energy and DKS Associates propose a not-to-exceed amount based on five months of work. The budget is the same terms and rates as our existing municipal contracts and includes expenses to be charged to perform the services proposed to accomplish the objectives of the RFP.

Task/Subtask	Labor Hours	Labor Cost	Expenses	Task Total
Task 0: Project Management				**$9,385**
Kickoff meeting and program planning	14	$2,507		
Project meetings and progress reports	41	$6,878		
Task 1: Vehicle Analysis and Replacement				**$28,055**
Gather and validate data	63	$8,990		
Identify market-ready EVs and ACF compliance	35	$4,990		
Estimate electrical demand for replacement EVs at each facility	40	$7,825		
Develop vehicle replacement plan and make available on an interactive digital dashboard	41	$6,250		
Task 2: Infrastructure Requirements				**$10,426**
Review fleet domicile facility electrical drawings	9	$1,675		
Review existing and planned charging stations for fleet, employees, and visitors	4	$850		
Interview facility staff	16	$3,028		
Review utility bills at each facility	7	$1,053		
Calculate available electrical capacity for each facility and estimate costs to upgrade	22	$3,820		
Task 3: Charging Strategies				**$9,547**
Evaluate charging strategies	9	$2,110		
Identify EV chargers needed at each facility	5	$1,030		
Determine optimal locations to install charging stations	14	$2,800		
Conduct field visits to inspect fleet facilities	5	$825	$62	
Evaluate resiliency options	12	$2,720		

Task/Subtask	Labor Hours	Labor Cost	Expenses	Task Total
Task 4: Projected Costs and Revenue				**$25,580**
Estimate capital costs for vehicles and multiple EV charging project components	51	$6,450		
Estimate operating costs of vehicles and EV charging stations	73	$10,260		
Identify barriers to electrification	13	$1,870		
Summarize available and anticipated project funding and incentives	12	$1,620		
Develop a financial strategy for implementation	28	$5,380		
Task 5: Policies, Training, and Technology				**$8,052**
Review existing policies and recommend updates	17	$2,370		
Identify training needs and options for training	11	$1,370		
Identify data needs and technology options	18	$4,312		
Task 6: Phased Master Plan				**$29,872**
Develop a phasing strategy for implementation	20	$3,520		
Develop a digital dashboard	52	$9,750		
Prepare draft report	43	$8,494		
Finalize report based on feedback	29	$5,234		
Develop and deliver PowerPoint presentation	14	$2,874		
Not-to-exceed cost proposal				**$120,917**

Schedule of Hourly Rates

2022 rates will be escalated with cost-of-living increases in following years.

Category	2022
President	300
Vice President	295
Sr. Director	295
Director / Principal Consultant	275
Sr. Manager / Engineering Manager	245
Manager	218
Sr. Engineer / Sr. Program Mgr	198
Engineer / Program Mgr	165
Sr. Program Consultant / Sr. Analyst	150
Program Consultant / Analyst	130
Sr. Program Coordinator / Sr. Technician	110
Program Coordinator / Technician	95
Program Associate	79
Administrative	75

1. All rates in US Dollars and Subject to Change at the Discretion of Frontier Energy, Inc.
2. Materials, supplies, and travel billed at actual cost
3. Mileage billable at the allowable IRS rate.

DKS

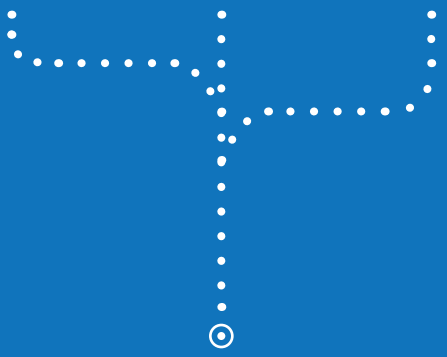
Fee Schedule

Effective January 1, 2022 through December 31, 2022

ENGINEERS and PLANNERS				*TECHNICIANS and SUPPORT STAFF*	
Grade	Hourly Rate	Grade	Hourly Rate	Tech Level	Hourly Rate
Grade 1	$ 55.00	Grade 32	210.00	Tech Level A	$ 35.00
Grade 2	60.00	Grade 33	215.00	Tech Level B	40.00
Grade 3	65.00	Grade 34	220.00	Tech Level C	45.00
Grade 4	70.00	Grade 35	225.00	Tech Level D	50.00
Grade 5	75.00	Grade 36	230.00	Tech Level E	55.00
Grade 6	80.00	Grade 37	235.00	Tech Level F	60.00
Grade 7	85.00	Grade 38	240.00	Tech Level G	65.00
Grade 8	90.00	Grade 39	245.00	Tech Level H	70.00
Grade 9	95.00	Grade 40	250.00	Tech Level I	75.00
Grade 10	100.00	Grade 41	255.00	Tech Level J	80.00
Grade 11	105.00	Grade 42	260.00	Tech Level K	85.00
Grade 12	110.00	Grade 43	265.00	Tech Level L	90.00
Grade 13	115.00	Grade 44	270.00	Tech Level M	95.00
Grade 14	120.00	Grade 45	275.00	Tech Level N	100.00
Grade 15	125.00	Grade 46	280.00	Tech Level O	105.00
Grade 16	130.00	Grade 47	285.00	Tech Level P	110.00
Grade 17	135.00	Grade 48	290.00	Tech Level Q	115.00
Grade 18	140.00	Grade 49	295.00	Tech Level R	120.00
Grade 19	145.00	Grade 50	300.00	Tech Level S	125.00
Grade 20	150.00	Grade 51	305.00	Tech Level T	130.00
Grade 21	155.00	Grade 52	310.00	Tech Level U	135.00
Grade 22	160.00	Grade 53	315.00	Tech Level V	140.00
Grade 23	165.00	Grade 54	320.00	Tech Level W	145.00
Grade 24	170.00	Grade 55	325.00	Tech Level X	150.00
Grade 25	175.00	Grade 56	330.00	Tech Level Y	155.00
Grade 26	180.00	Grade 57	335.00	Tech Level Z	160.00
Grade 27	185.00	Grade 58	340.00	Tech Level AA	165.00
Grade 28	190.00	Grade 59	345.00	Tech Level AB	170.00
Grade 29	195.00	Grade 60	350.00	Tech Level AC	175.00
Grade 30	200.00	Grade 61	355.00	Tech Level AD	180.00
Grade 31	205.00	Grade 62	360.00	Tech Level AE	185.00

- Project expenses will be billed at *cost plus ten percent* for service and handling. Project expenses include project-related costs such as reproduction through outside services, transportation, subsistence, delivery/postage, and vendor and subcontractor services.

TABS G-I: Required Documents and Statements



"Follow-through is the most important thing to me when working with a consultant. Frontier is very good on this."

Client quote from Frontier Energy 2020 "Voice of the Customer" Survey

TAB G: Required Statements/Documents

- Frontier Energy will not substitute designated members of the team without approval by City staff.
- Frontier can and agrees to fulfill the indemnification and insurance requirements contained in the sample contract. Frontier will supply the requested insurance information and name the City of Roseville as a co-insured.
- Nothing in this proposal is proprietary information.

TAB H: Exceptions

- None

TAB I: Competency of Proposers

Frontier Energy has the necessary facilities, ability, experience, and financial resources to provide the services specified herein in a satisfactory and timely manner. Frontier Energy does not have any pending bankruptcies, liens, stop payment notices, judgments, lawsuits, arbitrations, mediations, foreclosures, or any similar actions filed or resolved in the past seven (7) years. A client has never terminated a contract with our firm for breach.

Secretary of State
Certificate of Status

I, SHIRLEY N. WEBER, Ph.D., Secretary of State of the State of California, hereby certify:

Entity Name:	FRONTIER ENERGY, INC.
File Number:	C1099297
Registration Date:	12/22/1981
Entity Type:	DOMESTIC STOCK CORPORATION
Jurisdiction:	CALIFORNIA
Status:	ACTIVE (GOOD STANDING)

As of August 9, 2021 (Certification Date), the entity is authorized to exercise all of its powers, rights and privileges in California.

This certificate relates to the status of the entity on the Secretary of State's records as of the Certification Date and does not reflect documents that are pending review or other events that may affect status.

No information is available from this office regarding the financial condition, status of licenses, if any, business activities or practices of the entity.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of August 10, 2021.

SHIRLEY N. WEBER, Ph.D.
Secretary of State

Certificate Verification Number: R3W75ER

To verify the issuance of this Certificate, use the Certificate Verification Number above with the Secretary of State Certification Verification Search available at *bebizfile.sos.ca.gov/certification/index*.

Attachment A

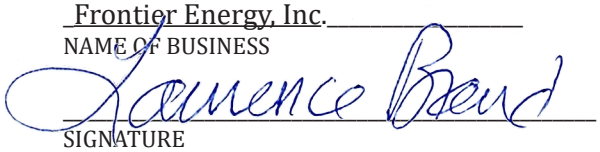
PROPOSER'S CERTIFICATION

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

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

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

Frontier Energy, Inc.
NAME OF BUSINESS


SIGNATURE

Larry Brand, President
NAME & TITLE, TYPED OR PRINTED

12949 Alcosta Blvd., Suite 101, San Ramon, CA 94583-1323
MAILING ADDRESS

(510) 444-8707
TELEPHONE NUMBER

lbrand@frontierenergy.com
EMAIL

Type of Organization:

___ Sole Proprietorship __X__ Corporation __CA__ State of Incorporation

_____ Partnership ___Limited Liability Company

Attachment C

NONCOLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the _President__ of __Frontier Energy, Inc.__, the party making the foregoing bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on __June 22, 2022_____ [date], at __West Sacramento_____ [city], __CA_____ [state].

Laurence Baird

(Signature of Declarant)

Resumes

"Follow-through is the most important thing to me when working with a consultant. Frontier is very good on this."

Client quote from Frontier Energy
2020 "Voice of the Customer" Survey

Chris White

Senior Manager

PROFILE

Chris White has been with Frontier Energy since 2004. She directs engagement and outreach activities, develops vehicle electrification strategies and roadmaps, creates fleet transition plans, and plans and implements pilot programs. Under her supervision, Frontier Energy staff conduct extensive market research, develop print and digital marketing materials, conduct community and stakeholder outreach, and develop models for vehicle adoption. Chris's clients include air districts, state and local governments, associations, utilities, and private companies.

EDUCATION/CERTIFICATIONS/TRAINING

B.A., Communications, Union University, California
TOP-certified meeting facilitator

FRONTIER ENERGY EXPERIENCE

MCE – 2022-present

- Technical consulting for EV adoption, EVSE planning, and calculating electrical loads

Madera County (CA) Transportation Commission – 2021-present

- Forecast deployment of battery and fuel cell electric vehicles through 2040
- Identify barriers and opportunities to speed deployment and adoption of ZEVs

SMUD Medium- and Heavy-Duty Blueprint – 2021-present

- Assess the adoption of Class 3 and above ZEVs through 2045
- Identify locations and grid capacity for charging stations and hydrogen stations
- Facilitate technical panels, financing workgroups, and equity-focused outreach

City of Davis (CA) – 2021-present

- Developing a prioritization plan for public charging stations in Davis
- Lifecycle cost analysis to identify the net present value of various ownership models

City of Sacramento (CA) – 2022-present

- Facilitate a technical panel to consider the impacts of a building electrification ordinance

SMUD Multifamily Program – 2020-present

- Lead outreach to multifamily property owners and managers
- Provide technical consulting to multifamily properties that want to install EV charging stations

California Air Resources Board Zero Emission Truck Pilots – 2018-present

- Leading outreach, market research, and workforce engagement
- Oversee data collection and analysis

Various Training and Workforce Programs – 2017-present

- Community outreach and planning for hydrogen readiness efforts.
- Conducted focus groups about alternative transportation for the U.S. Department of Energy.
- Manage DOT-funded HazMatVirtual virtual reality training for fire departments.

Private clients – 2021-present

- On-call consulting for a regional retailer's DCFC implementation.
- ZEV transition plan for a private construction firm's fleet of 900 trucks.
- Facilitate focus groups about fleet adoption of heavy-duty zero emission vehicles.

Southern California Edison – 2021

- Develop business-focused outreach materials for SCE's Charge Ready Program

City of Sacramento EV Blueprint – 2019

- Researched and wrote a comprehensive plan for citywide public EV charging.
- Prepared the City to win a $1.8 million grant from the California Energy Commission.

Sacramento Metro Air Quality Management District Regional ZEV Readiness Plan – 2017-2019

- Developed a set of tools and maps that identify locations for hydrogen stations and DC Fast Charging stations for vehicles that drive 100 miles or more a day in a six-county region.

California Fuel Cell Partnership Communication Director– 2014-2020

- Develop strategy and positioning reports and documents
- Plan and execute outreach campaigns and safety training events

ACTIVITIES AND PROFESSIONAL DEVELOPMENT

- 2022 West Sacramentan of the Year award
- 2019 Clean Air Champion Individual Award by Sacramento Clean Cities
- 2014 awardee of a Public Relations Society of America Crystal Merit Award
- Chair, West Sacramento Community Foundation
- Director, Yolo Basin Foundation
- Chair, West Sacramento Economic Development and Housing Commission
- Commissioner, Yolo County Climate Commission
- Member, Association of Women in Water, Energy, and the Environment
- Member, Women of EVs

Thomas Paddon, PMP

Sr. Program Consultant

PROFILE

Thomas Paddon joined Frontier Energy in 2021 to manage fleet transition planning and vehicle electrification projects. He joined the company from CALSTART where he managed high-profile clean transportation projects, developed vehicle electrification strategies and roadmaps, fleet transition plans, and tools to support the transition to zero emissions. Thomas created and executed digital marketing outreach and engagement campaigns for small fleets and to support ZEV programs for disadvantaged communities. He has developed various economic and TCO models for different fleet and market segments, and currently develops digital dashboards and interactive planning tools using PowerBI for each client.

EDUCATION/CERTIFICATIONS/TRAINING

M.A., Management, University of Redlands
B.A., French/Int'l Business, University of South Florida
PMP-certified project management professional
Commercial, Instrument-rated SEL Pilot

CURRENT AND PRIOR EXPERIENCE

City of Elk Grove Fleet Transition Planning—present

- Transition planning for municipal fleet vehicles to EVs, including infrastructure, distributed energy systems, and cost analysis.
- Development of interactive digital dashboard.

San Joaquin County Council of Governments—present

- Forecast deployment of battery and fuel cell electric vehicles through 2040.
- Identify barriers and opportunities to speed deployment and adoption of ZEVs.
- Identify opportunities for green hydrogen production.

Madera County (CA) Transportation Commission—2021-present

- Forecast deployment of battery and fuel cell electric vehicles through 2040.
- Identify barriers and opportunities to speed deployment and adoption of ZEVs.

SMUD Medium- and Heavy-Duty Blueprint—2021-present

- Project management and reporting to the California Energy Commission.

Beaufort County (SC) Fleet Transition Planning—current

- Transition planning for municipal fleet vehicles to EVs, including infrastructure, distributed energy systems, and cost analysis.
- Development of interactive digital dashboard

City of Duluth (MN) Fleet Transition Planning—2021-2022

- Transition planning to move the city's fleet of light-duty vehicles to EVs and plan for charging infrastructure at one facility as a pilot.

East Bay Community Energy (CA)—current

- Transition planning for 14 municipal fleets to EVs, including infrastructure, distributed energy systems, and cost analysis.
- Development of interactive digital dashboards for each fleet.

Spokane (WA) Green Fleet Transition Planning – current

- Transition planning to move the city's fleet of light-duty, heavy-duty, and construction equipment to renewable fuels and electric vehicles.
- Development of an interactive digital dashboard.

Private Construction Firm – current

- Phase 1 of transition planning to move the fleet of light-duty, heavy-duty, and construction equipment to zero emission vehicles and fuels.

California Air Resources Board Zero Emission Freight Facilities and Truck Demonstrations – 2017- 2021

- Co-managed $30.8M fleet electrification project for Frito-Lay/Pepsi to deploy electric and CNG vehicles and an RNG fueling station in Modesto.
- Managed $12.9M CARB fleet pilot project for Aramark to deploy 21 Class 5 electric step vans and charging stations in the San Joaquin Valley.
- Managed $6.7M CARB fleet pilot project for USPS to deploy 15 Class 4 electric step vans in the San Joaquin Valley.

California Air Resources Board ZEV Mobility Pilot - Green Commuter – 2019 - 2020

- Created and executed multiple digital outreach and needs assessment campaigns to support community-based and environmental justice organizations.

South Coast Air Quality Management District – 2019-2021

- Managed electric school bus data collection program including outreach and engagement.
- Developed customized TCO calculator tool for school districts.

Registrations: American Institute of Certified Planners No. 012577

Education: Master of Urban Planning, University of Washington | BA, Environmental Studies, University of Vermont

Years of experience: 30

MIKE USEN, AICP, Electromobility and Resiliency Lead

Relevant expertise: Mike Usen leads DKS' company-wide electric vehicle charging infrastructure planning and design practice. Mike is a nationally recognized subject matter expert in charging infrastructure master planning for light-, medium- and heavy-duty electric vehicles. With support from DKS' rapidly growing electromobility team, Mike assists sustainability directors, fleet and facility managers plan smart electric vehicle charging infrastructure for transit systems, electric vehicle fleets as well as public, workplace and residential applications. Clients include vehicle fleets, regional transportation planning agencies, utilities, ports, school districts, universities and other workplaces. For much of the past three decades, Mike has worked at the intersection of transportation and sustainability for market-leading consulting firms and large public agencies including King County Metro Transit where he developed the agency's award-winning Sustainability Program.

FLEET ELECTRIFICATION PROJECTS

Port of Tacoma Clean Energy Services, WA. Mike is serving as transportation electrification subject matter expert to help the port electrify its transportation operations. This includes researching best practices, policies, and guidelines for vehicle electrification. Based on this information, Mike will develop an approach to management of fleet electrification process and summary of potential charging strategies.

Seattle Public Schools Sustainability, Resource Conservation and Energy and Carbon Reduction Policies and Procedures, WA. As part of its efforts to decarbonize its operations, Mike is assisting Washington State's largest school district plan the electrification of its mixed vehicle fleet and yellow school bus operations based on analysis district transportation operations. Actions include evaluating vehicle fleets for electrification, analyzing alternative charging strategies, assessing facilities for charging capacity, estimating project costs.

City of Bellevue Green Fleet Strategy | Bellevue WA Mike is leading development of Bellevue's Green Fleet Strategy to replace the City's existing vehicle fleet with electric vehicles. This involves engaging stakeholders on department operations, conducting a right-sizing analysis, identifying market-ready EVs to replace existing ICE-powered fleet vehicles, and planning for EV infrastructure needs at key City-owned buildings. The project will result in a comprehensive report to guide charger deployment and recommendations for a 5-to-10-year vehicle replacement plan.

City of Spokane Green Fleet Plan | Spokane WA Mike is leading development of an EV charging infrastructure plan for Spokane's 1,600-unit vehicle fleet. The project will result in a site-by-site plan for charging stations, recommended charging strategy including type of EV charging station, vehicle to charger ratio, load management options, estimated project cost per fleet facility, recommendations for shared charging with employees and the public, implementation phasing timeline for charging system installation, and potential sources of funding from state and federal grants utility incentives and other incentives.

City of Tacoma Electric Vehicle Supply Equipment Siting Study Feasibility Study | Tacoma, WA. Mike is leading development of Tacoma's plan to guide EV charging to expand electrification of the City's fleet and expand EV use by City staff and visitors. This plan also provides information, best practices, and guidance on current and potential future EV charging equipment and standards, EV growth and funding opportunities, performance metrics, and policy and procedure approaches for EVSE siting, operations and shared use opportunities.

East Bay Community Energy Municipal Fleet Electrification Study | Alameda County, CA. Mike is leading DKS' efforts to determine vehicle energy requirements and charging needs for the municipal fleets of the cities of Oakland, Berkeley, Dublin, Albany, Hayward, Emeryville, Livermore, Newark, Piedmont, Pleasanton, Tracy, Union City, San Leandro, and Alameda County California, including estimation of fleet electrical load calculations and associated charging infrastructure requirements, and cost evaluations for infrastructure upgrades at each fleet facility. This evaluation also recommends innovations such as dynamic load management, charger sharing, mobile chargers and other technologies.

South San Francisco Electric Vehicle Selection | South San Francisco, CA. Mike evaluated battery electric (BEVs) and plug-in hybrid vehicles (PHEVs) for use by South San Francisco's fleets and recommending which vehicles to purchase. This evaluation considers economics, safety features, vehicle reliability, anticipated public perception and impacts on the City's mechanic workforce. The report dovetails into South San Francisco's Electric Vehicle Charging Masterplan, addressing the future of vehicle technology with subsequent periodic updates as new EV products become available.

City of Fremont Fleet Electrification Study | Fremont, CA. This project assessed opportunities for municipal fleet vehicle conversion to plug-in battery electric and the role of solar photovoltaic (PV) renewable energy systems paired with energy storage systems (ESS) and electric vehicle supply equipment (EVSE). A key goal of the project was to analyze and propose best practices for both technical solutions as well as planning processes necessary for this transition, sharing these best practices across the region through a working group. Mike's role on this project is to oversee evaluation of the fleet's existing energy demands and project the future energy requirements of an electrified fleet by conducting a systematic assessment of all current City-operated vehicles based on a detailed review of departmental vehicle inventories provided by each departmental unit that operates vehicles.

City of Seattle Electric Vehicle Supply Equipment Systemwide Assessment | Seattle, WA. The City of Seattle is in the process of converting its award-winning 4,100 vehicle motor pool to an all-electric fleet by planning charging infrastructure upgrades at 11 garages, 5 warehouses and over 25 other facilities. Mike's team evaluated the City's existing facilities, conducted internal stakeholder engagement, assessed the EV market and charging technology, evaluated facility electric load capacity and recommended load management alternatives including planning level project implementation cost estimates.

South San Francisco Electric Vehicle Charging Master Plan | South San Francisco, CA. Mike led the development of a master plan for electrification of City of South San Francisco vehicle fleet through designation and location of electric vehicle charging infrastructure. This masterplan also provides direction to commercial charging for the general public at large employers, commercial businesses, multifamily housing, and public facilities.

EV CHARGING INFRASTRUCTURE INSTALLATION DESIGN

SMUD EV Charging Technical Conditions | Sacramento, CA Mike serves as EV charging subject matter expert helping prepare technical conditions (design specifications) for Sacramento Public Utility District (SMUD). Once complete, SMUD will use the technical conditions to guide EV charger installation for the utility's Charging as a Service program.

Electric Vehicle Charger Design: Eluminocity | Seattle, WA. DKS Associates provided EV infrastructure design services for Eluminocity, helping the City of Seattle implement the Electric Vehicle Charging in the Right of Way (EVCROW) program, preforming engineering for Level 2 and DC Fast Chargers. Mike oversaw DKS' services included installation design and design review, facilitating compliance with City of Seattle street-use requirements including permitting of EVSE, and general logistical support related to project implementation.

WSDOT Zero Emissions Vehicle Infrastructure Partnership grant applications | Bellevue & Walla Walla WA. Mike is leading efforts to prepare and submit grant applications on behalf of both cities to apply for state funding for EV charging infrastructure. These grants will fund multiple publicly accessible high powered DC Fast Charging stations consistent with the National EV Infrastructure program funded by IIJA.

PUBLIC CHARGING ROADMAPS

San Joaquin COG Alternative Fuels Vision Plan | San Joaquin County, CA Mike serves as electric vehicle subject matter expert on this county-wide planning effort to site alternative fueling stations serving light, medium and heavy-duty vehicles. Mike's role is to lead development and implementation of siting methodologies including development of charging and fueling facilities accessible to all users including traditionally underserved populations.

Encinitas Electric Vehicle Charging Station Master Plan | City of Encinitas, CA Mike is leading development of an EV Charging Station Master Plan to evaluate and locate charging stations within the City and up to five (5) miles from the City limits; conducting a needs assessment; defining alternatives; and determining where to install EV charging stations at nearly all City-owned worksites and public facilities; and providing recommendations that would generally support residential transitioning from fossil fuel vehicles to clean transportation options, focused on EVs in the City of Encinitas.

Madera County Zero Emission Vehicle Readiness and Implementation Plan | Madera County CA Mike is leading planning effort to assess the existing Zero Emission Vehicle (ZEV) infrastructure environment, recommend infrastructure improvements and investments and identify implementation strategies and policies to promote ZEV infrastructure adoption for Madera County communities in both the short- and long-terms. The planning process will identify key community challenges and barriers to ZEV advancement, and provide tools to procure, site and install battery electric vehicles and fuel cell electric vehicle infrastructure.

California Central Coast Zero Emission Vehicle Strategy, CA.
Mike is about to begin work as lead electromobility subject matter expert of a new strategy to improve EV charging infrastructure to support interregional travelers, freight and transit throughout Ventura, Santa Barbara, San Luis Obispo, Monterey, Santa Cruz, and San Benito counties. Key goals include ensuring access to EV charging for low-income households, multi-family dwellings and rental properties as well as other disadvantaged communities, including Native American Tribal Governments, and rural communities.

Island County Region Vehicle Electrification Study | Island County WA Mike provided research, data & financial analysis, policy development, and public engagement services in the pursuit of vehicle electrification in Island County. These efforts evaluated current and emerging charging technology including chargers, charge management software, and load management, analyze the feasibility of transitioning municipal fleets to Electric Vehicles and coordinate with public works departments on infrastructure needs.

Peninsula Regional Transportation Planning Organization Inventory of Plans, Policies, and Data Regarding EV Readiness | Peninsula Region, WA Mike served as electromobility subject matter expert to PRTPO by advising staff with its goal of developing a suitable strategy for increasing electric vehicle (EV) readiness in the four-county Peninsula Region. The focus of this effort was to assist with collection of appropriate existing information including plans, policies, forecasts, codes, infrastructure, and grid capacity.

City of Davis EV Charging Infrastructure Phase 1| Davis CA
Mike is leading an electric vehicle infrastructure analysis project for the City of Davis California. His roles include leading site feasibility and cost analysis, evaluation of several different DC Fast Chargers and smart level 2 public chargers and determining vehicle energy requirements and charging needs to plan for conversion of light-duty fleet vehicles to electric by 2030 including an estimated budget by year for vehicles and infrastructure.

Transit Parking Demand and Mode Transition Study | Solano County, CA. Mike prepared preliminary design concepts to integrate pickup and drop-off facilities for electrified ride hailing, microtransit, car share and bike and scooter share including vehicle charging, coupled with on-site energy storage.

Sacramento Electric Vehicle Implementation Blueprint | Sacramento, CA. Mike's role included provision of strategies to advance the next generation of ZEV mobility applications and programs, including an EV Toolkit and an advanced EV Mobility Opportunities Report, identifying financially sustainable EV programs to ensure that public spending on EVs and EV infrastructure balances charging demands, advances new technologies, and incentivizes EV rider trips. Mike also prepared an Advanced EV Mobility Opportunities Report and EV Deployment Plan.

WORKPLACE CHARGING

Lawrence Berkeley National Laboratory Electromobility Plan | Berkeley CA. Mike helped LBNL modernize its charging infrastructure recommending standardized hardware, centralized control and monitoring, and an integrated payment system, appropriate for LBNL's unique site requirements. This evaluation also addressed planning level capital and operating costs as well as recommendations for scaling charging capacity at LBNL as the adoption of EVs continues to expand.

UC Davis Campus Electric Vehicle Study | Davis CA Mike led preparation of an electric vehicle (EV) study by serving as subject matter expert for electromobility. The study and its relation to the University electric distribution system, focuses on load analysis, asset service connections, technical design and operation of smart charging, outlining a flexible infrastructure that will accommodate future adoption of electric mobility and ensures the reliability and resiliency of the University's electric grid.

Registrations:
Washington Professional Engineer (Civil), No. 19110740 | Minnesota Professional Engineer (Civil), No. 54149

Education:
M.S, Civil Engineering (Transportation & Statistics minor), North Carolina State University | MBA, Carlson School of Management, University of Minnesota | B.Eng., Traffic Engineering, Tongji University, China

Years of experience: 9

Relevant Skills:

- Project management
- Team leadership
- Data analytics and visualization
- Economic analysis
- Business case development
- Sustainability
- Fleet analysis

YILUN XU, PE, MBA

Electromobility Consultant

Yilun has experience with a variety of electromobility projects on which he applies both his engineering and his business analysis expertise. His specialization includes charging demand management, electrical utility rate analysis, Low-carbon fuel standard (LCFS) credit planning, bi-directional charging planning, and operational cost analysis. Yilun regularly supports DKS clients including counties, cities, transit agencies, and Universities. Yilun has over 9 years of professional experience in the transportation industry, has advanced engineering and business degrees coupled with a strong passion for electromobility.

City of Davis EV Charging Infrastructure Phase 1 | Davis, CA. Yilun developed a business case comparison for the City of Davis for installing and managing the EV charging infrastructure. The business cases examined ownership alternatives and operational models and explore important aspects of charging such as the charger utilization, charging rates, idling and overcharging management, Low Carbon Fuel Standard (LCFS) credit, etc.

City of Bellevue Green Fleet Strategy | Bellevue, WA. Yilun served as the project manager for the Bellevue Green Fleet Strategy project. Yilun made sure all data is aligned with the analysis needs and actively communicates with the client and the stakeholders to ensure the project is meeting the client's tight schedule needs. Yilun supported the Total Cost of Ownership (TCO) assessment of the EV and Internal Combustion Engine (ICE) fleets and led the operational cost and budget analysis for the project, which involves crucial elements such as the future Washington Clean Fuel Standard.

City of Tacoma Electric Vehicle Supply Equipment Siting Study Feasibility Study | Tacoma, WA. Yilun is serving as the project manager for the Tacoma EVSE siting study. The project aims to develop a strategic action plan for municipal fleet electrification. The project scope covers the entire fleet including light, medium, heavy-duty vehicles, and specialty vehicles, with a focus on the light-duty fleet primarily at 4 domicile sites with the largest fleet vehicle aggregation. Yilun is also leading the operational cost analysis for the project, which is a critical element of the electrification strategic plan.

City of SeaTac Fleet Electrification Strategy | SeaTac, WA. Yilun is serving as the project manager for the SeaTac Fleet Electrification Strategy project. Yilun is coordinating with both external and internal resources for fleet and facility data, stakeholder interviews, and analytics. Yilun is also leading the data visualization and operational cost analysis of the project.

King County Metro Non-bus Fleets to Zero Emissions | King County, WA. Yilun analyzed the utility rate structures of both major utility providers in King County. Utility rate structures involve base utility rates, demand charging, time-of-day charges, transformer fees, a variety of utility credits, etc. Yilun also developed an operational and maintenance costing tool for EV infrastructure, which has been tremendously valuable for the client. Yilun provided crucial supports to the development of the electric vehicle fleet charging strategies that manage electrical utility expenditures. Yilun also customized an EVSE cost estimator, including EVSE operational costs, to meet the project needs.

Registration: P.Eng, Canada – 100502010 | Traffic Signal Level – 1 Supervisor, IMSA Ontario Work Zone Traffic Control & Safety Supervisor

Education: MS in Electrical and Computer Engineering, McMaster University, Canada | BS in Electronics and Communications, Chandigarh Engineering College, India

Years of experience: 6

Unique Qualifications for the City of Elk Grove Project:

- Gurbir has worked on ten fleet electrification projects and three additional EV planning projects in the past three years
- An EV charging technology and cost estimates expert
- Currently working with SMUD
- Electrical load calculation expert based on the duty cycles and dwell times of the vehicles

GURBIR ANTAAL, Electromobility Engineer

Gurbir is DKS' most experienced electromobility engineer, especially on fleet electrification projects. On every transportation electrification project, Gurbir combines his electrical engineering background with his transportation operations expertise, using his wide variety of skills relating to the analysis of electric vehicle charging requirements for municipal fleets. Gurbir has served as a trusted advisor for EV-focused projects to public agencies throughout California and Washington State, where he is able to communicate with his public agency clients in a timely manner and truly understand their needs. His relevant project experience includes work for both power providers and public agencies including SMUD, East Bay Community Energy, California Department of Transportation, Berkeley, Fremont, Oakland, San Jose City, Mountainview, Dublin, Alameda County, Hayward, Albany, Davis, and Spokane, King County and Tacoma Washington. He is also to convey technical information to a broad audience in an understandable, approach manner, and made sure all the deadlines are met well in time and overall budget of the projects.

East Bay Community Energy Municipal Fleet Electrification Studies, CA. Gurbir is responsible for calculating the charging needs for each vehicle fleet site for the cities of Berkeley, Hayward, Albany, Dublin, Oakland, and Alameda County. His role as deputy project manager and subsequently project manager, includes field visits, evaluating fleet data, and calculating EV charger quantities required at each site based on electric load calculations, EV battery size and power consumptions for Level 1, Level 2, and DC Fast Chargers. He is also responsible for estimating project costs for each site.

City of Fremont Fleet Electrification Study, Fremont, CA. Gurbir calculated the energy demands of each light and emergency (pursuit) vehicle fleet component and evaluated each of Fremont's fleet vehicle domicile locations for EV charger installation. He was responsible for evaluating the fleet data, calculating the appropriate quantity of EV chargers required on each site based on the load calculations, EV battery size and power consumptions for Level 2 and DC Fast Chargers.

UC Davis Campus Electric Vehicle Study, Davis CA. Gurbir led site assessment and electrical evaluation of charging infrastructure for an electric vehicle study focused on load analysis, asset service connections, technical design and operation of smart charging at the largest campus in the UC system.

SMUD EV Charging Technical Conditions, CA. Gurbir recently supported Sacramento Municipal Utility District (SMUD) and the prime consultant in writing the Technical Conditions per industry standards that describe the scope and standards for the work to be performed for the Charging as a Service program.

City of Davis EV Charging Infrastructure Phase 1,| Davis CA
Gurbir is performing technical feasibility and design of public level 2 and DC Fast Charging electric vehicle charging infrastructure for the City of Davis California. This includes conducting site feasibility and cost analysis, determining vehicle energy requirements and charging needs, and performing site design for each charger installation.

City of Tacoma Electric Vehicle Supply Equipment Siting Study Feasibility Study | Tacoma, WA.
Gurbir is serving as the electrical manager for the Tacoma EVSE siting study. The project scope covers the entire fleet including light, medium, heavy-duty vehicles, and specialty vehicles, with a focus on the light-duty fleet primarily at 4 domicile sites with the largest fleet vehicle aggregation. His role consists of evaluating the fleet data, calculating number of EV chargers required on each site based on the load calculations, EV battery size and power consumptions for Level 1, Level 2 and DC Fast Chargers. Gurbir is also responsible for creating build-out cost's spreadsheet for each site.

City of Bellevue Green Fleet Strategy | Bellevue, WA. Gurbir leads the charging analysis needs for replacement of light duty fleet vehicles to EVs. His work includes evaluating the electrical energy needs of each type of vehicle and reviewing facilities drawings and calculating number of EV chargers required on each site based on the load calculations and costs for installation of EV chargers.

City of Spokane Green Fleet Plan | Spokane, WA
Gurbir is conducting the charger and cost analysis for replacement of fleet vehicles to EVs by evaluating the fleet data, calculating the number chargers required based on the charging required for Level 1, Level 2 and DC Fast Chargers.

King County Metro Non-bus Fleets to Zero Emissions | King County, WA
Gurbir had led the technical evaluation of charging needs for light, medium and heavy-duty non-revenue fleet vehicles (NRV), ACCESS paratransit fleet as well as the nation's largest rideshare operation. This work includes evaluating the electrical energy needs of each type of vehicle and reviewing facilities drawings and data for passenger facilities and transit bases to evaluate feasibility and costs for installation of EV chargers.

COUNCIL COMMUNICATION

CC #: 2416
File #: 0721-05

Title: 290 Conference Center Drive - Maintenance Agreement
Contact: Suzanne Engelke 916-746-1289 sengelke@roseville.ca.us

Meeting Date: 12/7/2022
Item #: 6.24.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution authorizing the City Manager to execute a Maintenance Agreement with Roseville Junction, LLC, owner of the property at 290 Conference Center Drive, that outlines the financial obligations for bike trail maintenance and future needed improvements for all parties once the bike trail within this property is constructed.

BACKGROUND

Pursuant to North Central Roseville Specific Plan's Development Agreement, the owner of 290 Conference Center Drive, Roseville Junction, LLC, is responsible for entering into a Maintenance Agreement with the City that outlines the financial obligations for bike trail maintenance and future needed improvements for all parties once the bike trail within this property is constructed. This trail is to be located within a 40' public easement on private property at 290 Conference Center Drive. The developer is responsible for upkeep of property improvements within the public easement area, such as retaining walls, landscaping, and fencing. However, the City will be responsible for the maintenance, repair and replacement of the trail.

FISCAL IMPACT

This agreement specifies which parties will be financially responsible for maintenance of the Class I bikeway trail and improvements once built. The City shall be responsible for all maintenance, repair and replacement of the bike trail once constructed. Maintenance repairs will be funded by the Bike Trail Maintenance Fund through Landscape and Lighting Districts and Community Facilities Districts. There is no impact or cost to the General Fund. The developer shall be responsible for all maintenance, repair, and replacement of the other improvements.

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 maintenance agreement meets the above criteria and is not subject to CEQA. No additional environmental review is required.

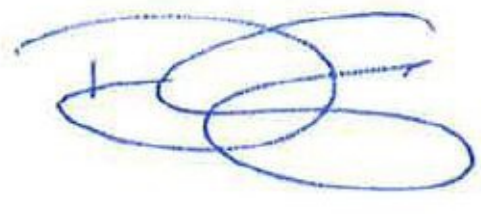
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal A - Remain fiscally responsible in a changing world
Goal C - Maintain a safe and healthy community

Respectfully Submitted,

Suzanne Engelke, Assistant Transportation Planner

Jason Shykowski, Public Works Director



_____
Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 22-427

Maintenance Agreement 290 Conference Center Drive

RESOLUTION NO. 22-427

APPROVING A MAINTENANCE AGREEMENT FOR 290 CONFERENCE CENTER DRIVE, BY AND BETWEEN THE CITY OF ROSEVILLE AND ROSEVILLE JUNCTION, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Maintenance Agreement for 290 Conference Center Drive, by and between the City of Roseville and Roseville Junction, LLC, has been reviewed by the City Council; and

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

PASSED AND ADOPTED by the Council of the City of Roseville this____day of _____, 2022, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

NO FEE DOCUMENT
PER GOVT. C. §27383

RECORDING REQUESTED BY
City of Roseville

AND WHEN RECORDED, MAIL TO:
City of Roseville
CITY CLERK
311 Vernon Street
Roseville, CA 95678

MAINTENANCE AGREEMENT
290 Conference Center Drive

This Maintenance Agreement ("Agreement") is made and entered into this ___ day of _____, 2022, by and between the City of Roseville, a municipal corporation, ("CITY") and Roseville Junction, LLC, a Delaware limited liability company ("DEVELOPER"); and

W I T N E S E T H:

A. DEVELOPER is the owner of certain real property located at 290 Conference Center Drive (APN 363-011-086) (the "Subject Property") in the City of Roseville ("City"), County of Placer. The legal description for the Subject Property is attached hereto as Exhibit "A" and incorporated by this reference.

B. On September 9, 2021, CITY approved DEVELOPER's application for a Major Project Permit ("MMP") Stage 1 and Tentative Parcel Map to divide the Subject Property into six parcels (the "Project") (File #PL21-0153). Condition of Approval No.16 stated that "[p]rior to the approval of Improvement Plans, [DEVELOPER] shall enter into a Maintenance Agreement for the Class 1 Bikeway."

C. On April 28, 2022, a Parcel Map was recorded in Book GG, Page 5 of Maps showing a forty (40) foot Public Access and Maintenance Easement, as well as a forty (40) foot Public Utility Easement and Bike Path Easement on the north side of the Subject Property (collectively "the Easement Area").

D. DEVELOPER's Improvement Plans for the Project show a standard ten (10) foot wide asphalt multi-use trail with two (2) foot shoulders on either side of the trail in the Easement Area (the "Bike Trail"). The Improvement Plans also show a substantial number of other improvements within the Easement Area, including, but not limited to, retaining walls, landscaping, irrigation, drainage systems and fencing (the "Other Improvements").

E. DEVELOPER and CITY enter into this Agreement to outline the maintenance obligations of the parties with respect to the Bike Trail and Other Improvements.

NOW, THEREFORE, in consideration of the covenants set forth herein, CITY and DEVELOPER hereby agree as follows:

1. Construction and Installation of the Bike Trail and Other Improvements. DEVELOPER shall cause the Bike Trail and Other Improvements to be constructed in accordance with the approved Improvement Plans. CITY shall not be responsible for any costs related to the construction and installation of the Bike Trail and Other Improvements, nor shall DEVELOPER be eligible for reimbursement from CITY for same. DEVELOPER shall obtain any necessary permits and install the Bike Trail and Other Improvements in a manner consistent with the approved Improvement Plans for the Project.

2. Maintenance of the Bike Trail. CITY shall be solely responsible for all maintenance, repair and replacement of the Bike Trail once constructed.

3. Maintenance of the Other Improvements. DEVELOPER shall be solely responsible for all maintenance, repair and replacement of the Other Improvements.

4. Indemnification. To the fullest extent allowed by law, each party shall defend, indemnify, and hold harmless the other party, 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 the indemnifying party'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 the indemnified party's sole negligence or willful misconduct. The parties intend that this provision shall be broadly construed.

5. Successors and Assigns. Each and every provision of this Agreement shall be binding and inure to the benefit of the successors and assigns of the parties hereto. This Agreement shall run with the land.

6. Attorney's Fees; Venue; Governing Law. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorneys' fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

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

8. 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.

9. 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 ("CITY"), 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 _____, 2022, and DEVELOPER has caused this Agreement to be executed.

(Signatures on following page)

CITY:

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

DEVELOPER:

ROSEVILLE JUNCTION, LLC, a
Delaware limited liability company

By: APRR Management, LLC a California
limited liability company
Its Manager

By: _____
Chirayu Patel
Its: Managing Member

By: _____
Rohit Ranchhod
Its: Managing Member

(NOTARIZATION REQUIRED)

CITY:

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

DEVELOPER:

ROSEVILLE JUNCTION, LLC, a
Delaware limited liability company

By: APRR Management, LLC a California
limited liability company
Its Manager

By: _____
Chirayu Patel
Its: Managing Member

By: _____
Rohit Ranchhod
Its: Managing Member

(NOTARIZATION REQUIRED)

EXHIBIT A

Legal Description

The land described herein is situated in the State of California, County of Placer, City of Roseville, described as follows:

Lot 40a, as shown on the Parcel Map of Lot 40, Highland Reserve South", filed for record August 11, 2005, in Book 32, Page 89 of Parcel Maps.,

APN: 363-011-086-000

COUNCIL COMMUNICATION

CC #: 2433
File #: 1002

Title:	Dry Creek Greenway East Phase 1 Project - Agreements for Acquisition of Real Property and Escrow Instructions
Contact:	Cathy Gosalvez 916-746-1300 cgosalvez@roseville.ca.us

Meeting Date: 12/7/2022
Item #: 6.25.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt resolutions to:

1. Approve the Agreement for Acquisition of Real Property and Escrow Instructions for the purchase of real property from Cirby Hills Townhomes Homeowners Association in the amount of $1,700 for 850 s.f. of Temporary Construction Easement; and
2. Approve the Agreement for Acquisition of Real Property and Escrow Instructions for the purchase of real property from Fallcreek Roseville Partners, L.P. in the amount of $1,550 for 303 s.f. of Temporary Construction Easement; and
3. Approve the Agreement for Acquisition of Real Property and Escrow Instructions for the purchase of real property from Donald Barnes and Marsha Barnes in the amount of $17,200 for 1,586 s.f. of fee acquisition and 2,093 s.f. of ingress/egress/maintenance easement; and
4. Approve the Agreement for Acquisition of Real Property and Escrow Instructions for the purchase of real property from David Littlefield and Beverly Littlefield in the amount of $12,600 for 212 s.f. of fee acquisition and 1,985 s.f. of ingress/egress/maintenance easement; and
5. Approve the Agreement for Acquisition of Real Property and Escrow Instructions for the purchase of real property from Richard Knutson and Anna Knutson in the amount of $15,600 for 1,028 s.f. of fee acquisition and 1,406 s.f. of ingress/egress/maintenance easement; and
6. Approve the Agreement for Acquisition of Real Property and Escrow Instructions for the purchase of real property from Angelo Simone in the amount of $20,450 for 1,543 s.f. of fee acquisition and 1,770 s.f. of ingress/egress/maintenance easement; and
7. Authorize the City Manager to execute the agreements and any other related escrow documents on behalf of the City of Roseville.

BACKGROUND

The Dry Creek Greenway East trail project is a proposed paved multi-use trail along Dry, Cirby, and Linda Creeks from Darling Way/Riverside Avenue to the City limits at S. Cirby Way/Old Auburn Road. The project is identified as a proposed Class I bikeway in the City of Roseville

General Plan and Bicycle Master Plan.

Phase 1 of the project will result in two (2) miles of Class I trail from the existing Saugstad Park Trail at Darling Way to the existing Maidu Park Trail at Rocky Ridge Drive.

The City of Roseville obtained the services of Paragon Partners to negotiate the acquisition agreements on the City's behalf with Cirby Hills Townhomes Homeowners Association, Fallcreek Roseville Partners, L.P., the Barnes, the Littlefields, the Knutsons and Mr. Simone. Pattison and Associates prepared the appraisal reports that determined the "Fair Market Value" for the acquisitions.

The required acquisitions from each property are as follows:

- Cirby Hills Townhomes Homeowners Association: 850 s.f. of Temporary Construction Easement in the amount of $1,700
- Fallcreek Roseville Partners, L.P.: 303 s.f. of Temporary Construction Easement in the amount of $1,550
- Barnes: 1,586 s.f. of fee acquisition and 2,093 s.f. of ingress/egress/maintenance easement in the amount of $17,200.
- Littlefield: 212 s.f. of fee acquisition and 1,985 s.f. of ingress/egress/maintenance easement in the amount of $12,600
- Knutson: 1,028 s.f. of fee acquisition and 1,406 s.f. of ingress/egress/maintenance easement in the amount of $15,600
- Simone: 1,543 s.f. of fee acquisition and 1,770 s.f. of ingress/egress/maintenance easement in the amount of $20,450

These property acquisitions are necessary for construction of the trail. Staff has worked with the design consultant, acquisition team, and the property owners to minimize the trail impact on the remaining parcels. Project construction is planned to begin in Summer of 2023.

Public Outreach:
Since 2008, the Dry Creek Greenway East Project has been driven by robust public participation and community input. There have been multiple community workshops/open houses, stakeholder representative group meetings, online surveys, project email, and social media updates. Staff will continue to engage with the community as the project moves forward.

FISCAL IMPACT

The acquisitions are being funded with Local Transportation Funds (LTF). No General Fund resources will be used for this project. Sufficient funds exist in the approved project budget to acquire the right-of-way and easements.

ENVIRONMENTAL REVIEW

Adoption of the attached resolution to approve the Agreements for Acquisition of Real Property the Dry Creek Greenway East Project is an action that is subject to CEQA. Project level CEQA compliance for the Dry Creek Greenway East Trail Project was accomplished with preparation of the *Dry Creek Greenway East Trail Project Environmental Impact Report* (Adopted: March 20,

2019) (SCH No. 2014032087). Because the project is consistent with the project evaluated in the *Dry Creek Greenway East Trail Project Environmental Impact Report*, no new effects would be expected to occur and all applicable mitigation measures from the *Dry Creek Greenway East Trail Project Environmental Impact Report* will be implemented. As such, no additional CEQA action is required at this time.

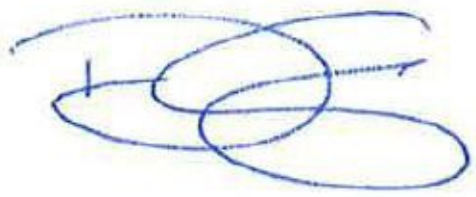
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

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

Respectfully Submitted,

Cathy Gosalvez, Associate Engineer

Jason Shykowski, Public Works Director



_____
Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 22-446
Cirby Hills Townhomes Agreement
Resolution 22-447
Fallcreek Agreement
Resolution 22-448
Barnes Agreement
Resolution 22-449
Littlefield Agreement
Resolution 22-450
Knutson Agreement
Resolution 22-451
Simone Agreement
Location Map

RESOLUTION NO. 22-446

APPROVING AN AGREEMENT FOR ACQUISITION OF REAL PROPERTY (ESCROW INSTRUCTIONS) FOR THE DRY CREEK GREENWAY EAST PROJECT, BY AND BETWEEN THE CITY OF ROSEVILLE AND CIRBY HILLS TOWNHOMES HOMEOWNERS ASSOCIATION

WHEREAS, an Agreement for Acquisition of Real Property (Escrow Instructions), by and between the City of Roseville and Cirby Hills Townhomes Homeowners Association, has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said Agreement is hereby approved and that the City Manager is authorized to execute it and any other related escrow documents on behalf of the City of Roseville.

BE IT FURTHER RESOLVED that the City Clerk is hereby directed to record the Temporary Construction Easement at the Placer County Recorder's Office on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville this____day of _____, 2022, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

PARCEL NO.: 472-360-079
TITLE REPORT NO.: P-504945
PROJECT: ROSEVILLE DRY CREEK GREENWAY EAST PROJECT

AGREEMENT FOR ACQUISITION OF REAL PROPERTY
(ESCROW INSTRUCTIONS)

THIS AGREEMENT is entered into this 6 day of October, 2022 by and between the CITY OF ROSEVILLE, a Municipal Corporation (hereinafter called "Buyer"), and Cirby Hills Townhomes Homeowners Association, a California non-profit mutual benefit corporation, (hereinafter called "Seller") for acquisition by Buyer of one Temporary Construction Easement over real property hereinafter set forth.

IT IS HEREBY MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. AGREEMENT TO SELL AND PURCHASE. Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, upon the terms and for the consideration set forth in this agreement, the following interest(s) in property, all situated in the City of Roseville, County of Placer, State of California:

A. Temporary Construction Easement (Attached as Attachment 1)

The legal description of each interest is identified in the referenced attachment(s), which are hereby incorporated by reference.

2. PURCHASE PRICE. The total purchase price, payable in cash through escrow, shall be the sum of:

ONE THOUSAND SEVEN HUNDRED AND 00/100 DOLLARS
($1,700.00)

The total purchase price includes: acquisition value of the property interests identified in Section 1.

3. CONVEYANCE OF TITLE. Seller agrees to convey the easement by Easement Deed. Seller agrees to convey to Buyer marketable fee title and easements free and clear of all recorded and unrecorded liens, encumbrances, assessments, easements, leases, and taxes EXCEPT:

A. All taxes for the current fiscal year prorated as per Section 6 hereinafter.
B. Quasi-public utility, public alley, public street easements, and rights of way of record.
C. Preliminary Title Report to be provided by Placer Title Company and approved in Escrow.

4. POSSESSION. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this contract, the right of possession and use of the subject property by Buyer, including the right to remove and dispose of improvements, shall commence on the date the amount of funds as specified in Section 2 herein are deposited into the escrow controlling this transaction. The amount shown in Section 2 herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.

5. TITLE INSURANCE POLICY. Escrow Agent shall, following recording of deed to Buyer, provide Buyer with CLTA Standard Coverage Policy of Title Insurance in the amount of $1,700.00 issued by Placer Title Company showing the title to the property vested in Buyer, subject only to the exceptions set forth in Section 3 and the printed exceptions and stipulations in said policy. Buyer agrees to pay the premium charged therefore.

6. ESCROW. Buyer agrees to open an escrow in accordance with this Agreement at Placer Title Company, 1508 Eureka Road, Suite 150 Roseville, CA 95661 (916) 782-3711. This Agreement constitutes the joint escrow instructions of Buyer and Seller, and Escrow Agent (Tracy Murphy) to whom these instructions are delivered is hereby empowered to act under this Agreement. The parties hereto agree to do all acts necessary to close this escrow in the shortest possible time.

Seller agrees to deposit with Escrow Agent prior to the Close of Escrow original, fully executed and acknowledged deed prepared by Escrow Agent and any other customary agreements, consents, or documents reasonably necessary to effectuate the purchase of the subject property. Buyer agrees to deposit the purchase price and **certificate of acceptance** upon demand of Escrow Agent.

Insurance policies for fire or casualty are not to be transferred, and Seller will cancel its own policies after close of escrow.

All funds received in this escrow shall be deposited with other escrow funds in a general escrow account(s) and may be transferred to any other such escrow trust account in any State or National Bank doing business in the State of California. All disbursements shall be made either by check or wire transfer from such account.

ESCROW AGENT IS AUTHORIZED AND IS INSTRUCTED TO COMPLY WITH THE FOLLOWING TAX ADJUSTMENT PROCEDURE:

A. Pay and charge Seller for any unpaid delinquent taxes and/or penalties and interest thereon, and for any delinquent or non-delinquent assessments or bonds against the property;

B. In the event this escrow closes between July 1 and November 1, and current tax information is not available from title insurer, Escrow Agent is instructed to withhold from Seller's proceeds an amount equal to 120% of the prorated amount due based upon the previous fiscal year's second half tax bill. At such time that the tax information is available, Escrow Agent shall make a check payable to the County Tax Collector for Seller's prorated portion of taxes and forward the same to the Buyer and shall refund any difference to the Seller. In the event the amount withheld is not sufficient to pay Seller's prorated portion of taxes due, the Seller herein agrees to immediately pay the difference;

In the event said tax information is available, Seller's taxes shall be prorated in accordance with Paragraph "C" below.

C. From the date that tax information is available, as per Paragraph "B" hereinabove, up to and including June 30th, Seller's current taxes, if unpaid, shall be prorated to date of close of escrow on the basis of a 365 day year in accordance with Tax Collector's

proration requirements, together with penalties and interest, if said current taxes are unpaid after December 10 and/or April 10. At close of escrow, a check payable to the County Tax Collector for Seller's prorata portion of taxes shall be forwarded to Buyer with closing statement;

D. Any taxes which have been paid by Seller, prior to opening of this escrow, shall not be prorated between Buyer and Seller, but Seller shall have the sole right, after close of escrow, to apply to the County Tax Collector of said county for a refund. This refund would apply to the period after Buyer's acquisition, pursuant to Revenue and Taxation Code Section 5096.7.

ESCROW AGENT IS AUTHORIZED TO, AND SHALL:

E. Pay and charge Seller, upon Seller's written approval, for any amount necessary to place title in the condition necessary to satisfy Section 3 of this Agreement, excluding any penalty for prepayment to any lienholder in compliance with Section 1265.240 of the Code of Civil Procedure ("Eminent Domain Law");

F. Pay and charge Buyer for any escrow fees, charges, and costs payable under Section 6 of this Agreement;

G. Disburse funds and deliver deed when conditions of this escrow have been fulfilled by Buyer and Seller.

The term "close of escrow", if and where written in these instructions, shall mean the date that all necessary instruments of conveyance are recorded in the office of the County Recorder. Recordation of instruments delivered through this escrow is authorized if necessary or proper in the issuance of said policy of title insurance.

All time limits within which any matter herein specified is to be performed may be extended by mutual agreement of the parties hereto. Any amendment of, or supplement to, any instructions must be in writing.

TIME IS OF THE ESSENCE IN THESE INSTRUCTIONS AND ESCROW IS TO CLOSE AS SOON AS POSSIBLE. The parties hereto agree to perform all acts reasonably necessary to close this escrow within one hundred twenty (120) days following the opening of escrow.

Responsibility for Escrow Agent under this Agreement is expressly limited to Sections 1, 2, 3, 4, 5, 6, 7, 9, 10, 11, and 17 and to its liability under any policy of title insurance issued in regard to this transaction.

7. ESCROW FEES, CHARGES AND COSTS. Buyer agrees to pay all Buyer's and Seller's usual fees, charges, and costs which arise in this escrow.

8. RENTAL AND OCCUPANCY BY SELLER. Seller warrants that there are no oral or written leases on all or any portion of property.

9. PERMISSION TO ENTER ON PREMISES. Seller hereby grants to Buyer, or its authorized agents, permission to enter upon the Property at all reasonable times prior to close of escrow for the purpose of making necessary or appropriate inspections. It is understood that Buyer and its contractors will indemnify Seller and hold them harmless from any and all liability for bodily injury, death and property damage arising out of or in any way connected with such inspections, and reimburse Seller for all costs, expenses and loss, including attorney's fees, incurred by them in consequence of any claims, demands and causes of action which may be made or brought against them arising out of such inspections. Buyer shall provide the Seller a forty-eight (48) written notice before entering the property. However, Buyer shall have no obligation to indemnify Seller for any loss, liability, or damage caused by the negligence of the Seller, or any of Seller's employees, agents, or authorized users, including, but not limited to, tenants, invitees or permittees.

10. COUNTERPARTS. This Agreement may be executed in counterparts, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original, and all such counterparts together shall constitute one and the same instrument.

11. CLOSING STATEMENT. Seller instructs Escrow Agent to release a copy of Seller's statement to Buyer, whose address is 311 Vernon St, Roseville, CA 95678; purpose being to ascertain if any reimbursements are due Seller.

12. LOSS OR DAMAGE TO IMPROVEMENTS. Loss or damage to the real property or any improvements thereon, by fire or other casualty, occurring prior to the recordation of the deed shall be at the risk of Seller. In the event that loss or damage to the real property or any improvements thereon, by fire or other casualty, occurs prior to the recordation of the deed, Buyer may elect to require that the Seller pay to Buyer the proceeds of any insurance which may become payable to Seller by reason thereof, or to permit such proceeds to be used for the restoration of the damage done, or to reduce the total price by an amount equal to the diminution in value of said property by reason of such loss or damage or the amount of insurance payable to Seller, whichever is greater.

13. EMINENT DOMAIN DISMISSAL. Seller and Buyer acknowledge that this transaction is a negotiated settlement in lieu of condemnation, and Seller hereby agrees and consents to the dismissal or abandonment of any eminent domain action in the Superior Court of the State of California in and for the County of Placer, wherein the herein described property is included and also waives any and all claims to any money on deposit in said action and further waives all attorney's fees, costs, disbursements, and expenses incurred in connection therewith. If, prior to the close of the execution of this transaction, Seller is served with a Summons and Complaint in Eminent Domain in which Seller is a named defendant, upon the closing of this transaction, Seller agrees and consents to Buyer taking a Default in said action.

14. WARRANTIES, REPRESENTATIONS, AND COVENANTS OF SELLER. Seller hereby warrants, represents, and/or covenants to Buyer that:

A. To the best of Seller's knowledge, there are no actions, suits, material claims, legal proceedings, or any other proceedings affecting the property or any portion thereof, at law, or in equity before any court or governmental agency, domestic or foreign.

B. To the best of Seller's knowledge, there are no encroachments onto the property by

improvements on any adjoining property, nor do any buildings or improvements encroach on other properties.

C. Until the closing, Seller shall maintain the property in good condition and state of repair and maintenance, and shall perform all of its obligations under any service contracts or other contracts affecting the property.

D. Until the closing, Seller shall not do anything which would impair Seller's title to any of the property.

E. To the best of Seller's knowledge, neither the execution of this Agreement nor the performance of the obligations herein will conflict with, or breach any of the provisions of any bond, note, evidence of indebtedness, contract, lease, or other agreement or instrument to which Seller's property may be bound.

F. Until the closing, Seller shall, upon learning of any fact or condition which would cause any of the warranties and representations in this Section 14 (Warranties, Representations, and Covenants of Seller) not to be true as of closing, immediately give written notice of such fact or condition to Buyer.

15. HAZARDOUS WASTE. Neither Seller nor, to the best of Seller's knowledge, any previous owner, tenant, occupant, or user of the Property used, generated, released, discharged, stored, or disposed of any hazardous waste, toxic substances, or related materials ("Hazardous Materials") on, under, in, or about the Property, or transported any Hazardous Materials to or from the Property. Seller shall not cause or permit the presence, use, generation, release, discharge, storage, or disposal of any Hazardous Materials on, under, in, or about, or the transportation of any Hazardous Materials to or from, the Property. The term "Hazardous Material" shall mean any substance, material, or waste which is or becomes regulated by any local governmental authority, the State of California, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste", "extremely hazardous waste", or "restricted hazardous waste" under Section 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law), (ii) defined as "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) defined as a "hazardous material", "hazardous substance", or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) petroleum, (vi) asbestos, (vii) polychlorinated byphenyls, (viii) listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Administrative Code, Division 4, Chapter 20, (ix) designated as a "hazardous substances" pursuant to Section 311 of the Clean Water Act, (33 U.S.C. S1317), (x) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. S6901 et seq. (42 U.S.C. S6903) or (xi) defined as a "hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, as amended by Liability Act, 42. U.S.C. S9601 et seq. (42 U.S.C. S9601).

16. COMPLIANCE WITH ENVIRONMENTAL LAWS. To the best of Seller's knowledge the Property complies with all applicable laws and governmental regulations including, without limitation, all applicable federal, state, and local laws pertaining to air and water quality, hazardous waste, waste disposal, and other environmental matters, including, but not limited to, the Clean Water, Clean Air, Federal Water Pollution Control, Solid Waste Disposal, Resource Conservation Recovery and Comprehensive Environmental Response Compensation and Liability Acts, and the California Environment Quality Act, and the rules, regulations, and ordinances of the city within which the subject property is located, the California Department of Health Services, the Regional Water Quality Control Board, the State Water Resources Control Board, the Environmental Protection Agency, and all applicable federal, state, and local agencies and bureaus.

17. INDEMNITY. Seller agrees to indemnify, defend and hold Buyer harmless from and against any claim, action, suit, proceeding, loss, cost, damage, liability, deficiency, fine, penalty, punitive damage, or expense (including, without limitation, attorneys' fees), resulting from, arising out of, or based upon (i) the presence, release, use, generation, discharge, storage, or disposal of any Hazardous Material on, under, in or about, or the transportation of any such materials to or from, the Property, or (ii) the violation, or alleged violation, of any statute, ordinance, order, rule, regulation, permit, judgment, or license relating to the use, generation, release, discharge, storage, disposal, or transportation of Hazardous Materials on, under, in, or about, to or from, the Property. This indemnity shall include, without limitation, any damage, liability, fine, penalty, punitive damage, cost, or expense arising from or out of any claim, action, suit or proceeding for personal injury (including sickness, disease, or death, tangible or intangible property damage, compensation for lost wages, business income, profits or other economic loss, damage to the natural resource or the environment, nuisance, pollution, contamination, leak, spill, release, or other adverse effect on the environment). This indemnity extends only to liability created prior to or up to the date this escrow shall close. Seller shall not be responsible for acts or omissions to act post close of this escrow.

18. CONTINGENCY. It is understood and agreed between the parties hereto that the completion of this transaction, and the escrow created hereby, is contingent upon the specific acceptance and approval from the Buyer herein.

19. WAIVER OF CLAIMS. Seller acknowledges that the acquisition of the property by Buyer is for a public purpose, and therefore, the property is otherwise subject to taking by the power of eminent domain. Seller acknowledges that this transaction is a negotiated settlement in lieu of condemnation and agrees that the purchase price to be paid herein shall constitute full and fair compensation and consideration for any and all claims that Seller may have against Buyer by reason of the acquisition, improvement, possession, use and/or occupancy of the property, and Seller hereby waives any and all claims, including, but not limited to, claims for attorney's fees, pre-condemnation damages, severance damages, business goodwill, relocation assistance, or any other claim.

20. GENERAL PROVISIONS. The terms and conditions, covenants, and agreements set forth herein shall apply to and bind the heirs, executors, administrators, assigns and successors of the parties hereto.

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

If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable,

such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.

This Agreement contains the entire agreement between both parties, neither party relies upon any warranty or representation not contained in this Agreement.

IN WITNESS WHEREOF, the City of Roseville, a Municipal Corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. _____, adopted by the Council of the City of Roseville on the ___ day of _____, 20__, and Seller has caused this Agreement to be executed.

BUYER

CITY OF ROSEVILLE, a
Municipal Corporation

BY:_____

NAME:_____

TITLE: _____

MAILING ADDRESS OF BUYER
311 Vernon Street
Roseville, CA 95678

MAILING ADDRESS OF SELLER
6375 Auburn Blvd
Citrus Heights, CA 95621

ATTEST:

BY:_____
City Clerk

APPROVED AS TO FORM:

BY:_____
City Attorney

APPROVED AS TO SUBSTANCE:

BY:_____
Public Works Director

SELLER

Cirby Hills Townhomes Homeowners Association,
a California non-profit mutual benefit corporation

BY: Bob Kinder

NAME: Bob Kinder

TITLE: President

BY: Sharon Johnson

NAME: SHARON JOHNSON

TITLE: MANAGER

Recorded at the Request of and:
When Recorded Return To:

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

DOCUMENTARY TRANSFER TAX: $ None

___ Computed on the consideration or value of property conveyed; OR

___ Computed on the consideration or value less liens or encumbrances remaining at time of sale.

Space above this line is for Recorder's Use

"Record without fee subject to Gov't Code 6103 Recordation required to complete chain of title and is exempt from payment of documentary tax in accordance with R&T Code 11922"

TEMPORARY CONSTRUCTION EASEMENT

Assessor's Parcel No: 472-360-079

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **Cirby Hills Townhomes Homeowners Association, a California non-profit mutual benefit corporation ("Grantor")** hereby grants to the **City of Roseville, a Municipal Corporation ("Grantee")** a thirty (30) month temporary construction easement for construction and construction staging purposes in, over, under and across those portions of real property located in the City of Roseville, County of Placer, State of California described as:

SEE EXHIBITS "A" AND "B" ATTACHED HERETO AND MADE A PART HEREOF.

As required in connection with the City of Roseville Dry Creek Greenway East Trail Project, together with the right and privilege of entering upon said land to accomplish purposes described above. The right granted herein shall commence following a forty-eight (48) hour written notice to Grantor by Grantee. The temporary construction easement will commence on May 15, 2023 and end on November 14, 2025.

Dated: _____

Cirby Hills Townhomes Homeowners Association, a California non-profit mutual benefit corporation

By: _____

Name: _____

Title: _____

FOR: APN 472-360-079
Live Oak Circle Roseville, CA 95678

EXHIBIT "A"
TEMPORARY CONSTRUCTION EASEMENT
LEGAL DESCRIPTION

A portion of that real property situate in the City of Roseville, County of Placer, State of California, in Section 11, Township 10 North, Range 6 East, Mount Diablo Meridian, being Lot G of that certain plat entitled "Cirby Hills Unit No. 2" as shown on the map filed in Book N of Maps, at Page 86, Placer County Records, also being the lands of Cirby Hill Townhomes Homeowners Association as said lands are described in that certain document recorded February 6, 1985 in Book 2772, Page 965, Official Records, Placer County Records, said real property being described as follows:

BEGINNING at an angle point in the northerly line of said lot, from which point the most northwesterly corner of said lot bears North 55°48'11" West 55.39 feet; thence from said point of beginning along the northerly line of said lot the following two (2) courses:

1) South 82°40'14" East 149.22 feet;

2) South 89°27'38" East 20.58 feet to a point thereon;

thence leaving said northerly line South 00°32'22" West 5.00 feet; thence North 89°27'38" West 20.88 feet; thence North 82°40'14" West 149.52 feet; thence North 07°19'46" East 5.00 feet to the **POINT OF BEGINNING**.

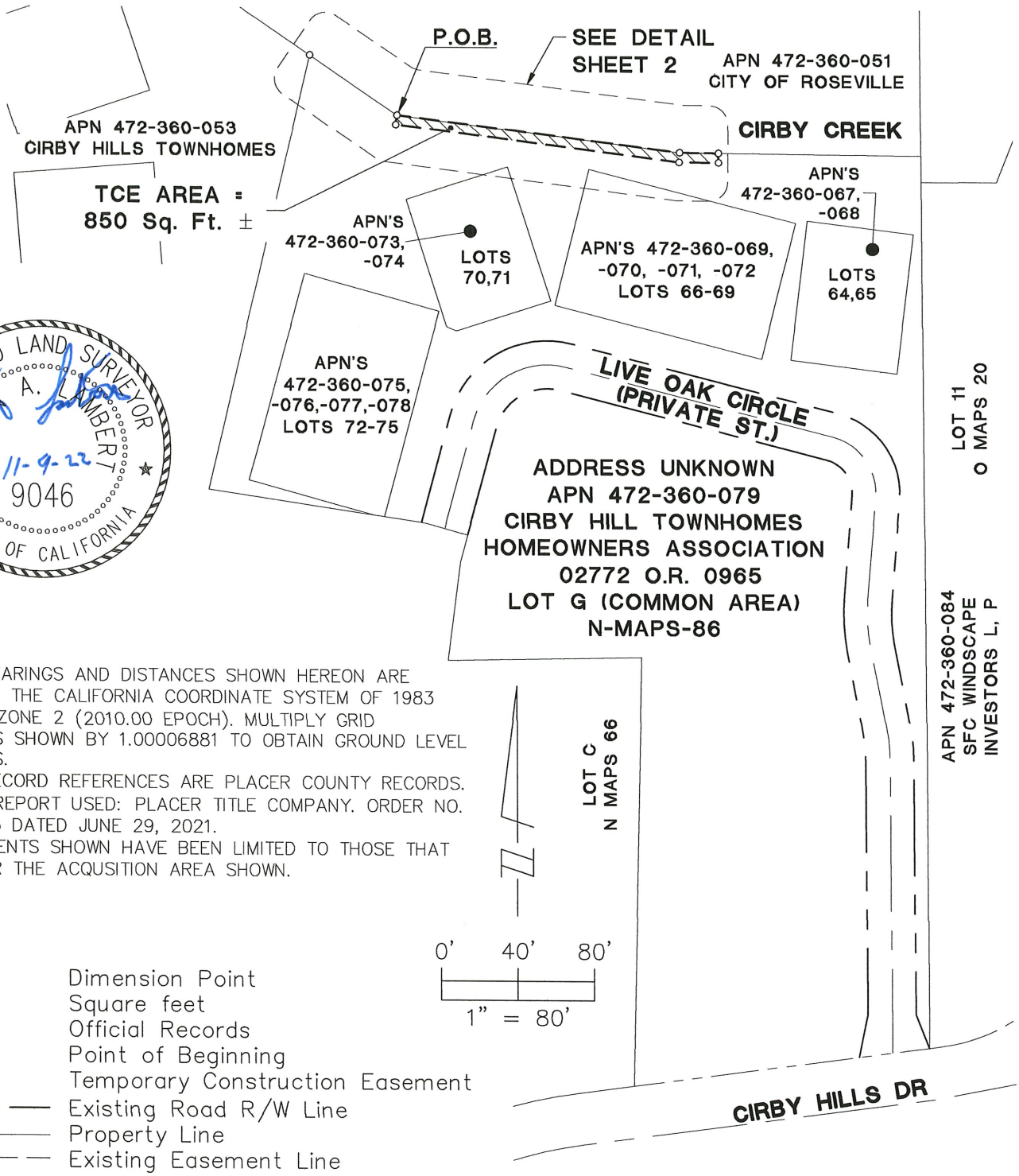
Containing 850 square feet, more or less.

The bearings and distances used in the above description are based on the California Coordinate System of 1983, CCS83, Zone 2 (2010.00 Epoch). Multiply grid distances shown by 1.00006881 to obtain ground level distances.

The above-described real property is identified as "Temporary Construction Easement" on the plat labeled "Exhibit B" attached hereto and made a part hereof.

End of Description

EXHIBIT "B"



LICENSED LAND SURVEYOR
JASON A. LAMBERT
11-9-22
9046
STATE OF CALIFORNIA

NOTES:

1) THE BEARINGS AND DISTANCES SHOWN HEREON ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983 (CCS83), ZONE 2 (2010.00 EPOCH). MULTIPLY GRID DISTANCES SHOWN BY 1.00006881 TO OBTAIN GROUND LEVEL DISTANCES.
2) ALL RECORD REFERENCES ARE PLACER COUNTY RECORDS.
3) TITLE REPORT USED: PLACER TITLE COMPANY. ORDER NO. P-504945 DATED JUNE 29, 2021.
4) EASEMENTS SHOWN HAVE BEEN LIMITED TO THOSE THAT ENCUMBER THE ACQUSITION AREA SHOWN.

LEGEND

o	Dimension Point
Sq. Ft.	Square feet
O.R.	Official Records
P.O.B.	Point of Beginning
TCE	Temporary Construction Easement
— — —	Existing Road R/W Line
———	Property Line
— — — —	Existing Easement Line
	Temporary Construction Easement

CIRBY HILL TOWNHOMES HOMEOWNERS ASSOCIATION
APN: 472-360-079

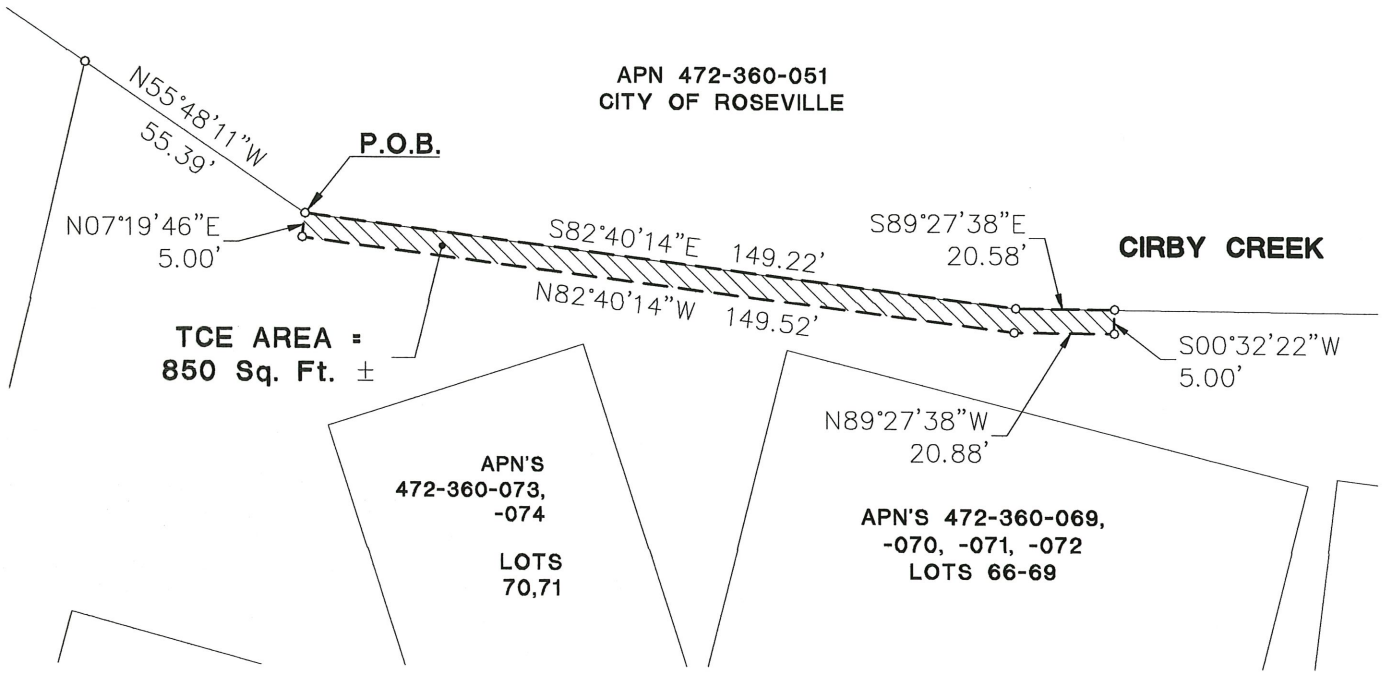
CITY OF ROSEVILLE | COUNTY OF PLACER | STATE OF CALIFORNIA

DATE: 11/9/2022	SCALE: 1" = 80'
DRWN. BY: TRS CHK. BY: JAL	SHEET 1 OF 2

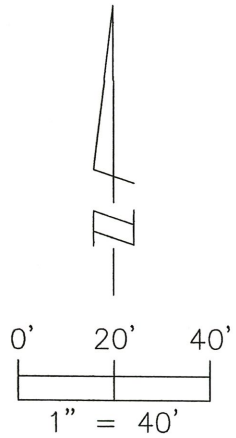
Plotted: Nov/09/2022 5:08 PM | By: Tim.schooss
DWG: P:\6ROS013800\SURVEY\LEGALS\APN 472-360-079\Exhibits\APN 472-360-079_TCE.dwg

PSOMAS
1075 Creekside Ridge Drive, Suite 200
Roseville, CA 95678
(916) 788-8122 (916) 788-0600 (FAX)

EXHIBIT "B"



DETAIL



SEE SHEET 1 FOR NOTES AND LEGEND

CIRBY HILL TOWNHOMES HOMEOWNERS ASSOCIATION
APN: 472-360-079

CITY OF ROSEVILLE | COUNTY OF PLACER | STATE OF CALIFORNIA

DATE: 11/9/2022	SCALE: 1" = 40'
DRWN. BY: TRS CHK. BY: JAL	SHEET 2 OF 2

Plotted: Nov/09/2022 4:12 PM | By: Tim.schooss
DWG: P:\6ROS013800\SURVEY\LEGALS\APN 472-360-079\Exhibits\APN 472-360-079_TCE.dwg

PSOMAS
1075 Creekside Ridge Drive, Suite 200
Roseville, CA 95678
(916) 788-8122 (916) 788-0600 (FAX)

ACKNOWLEDGMENT

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

State of California)
) ss
County of _____)

On _____ before me, _____, Notary Public
(Date) (Name of Notary)
personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
(Notary Signature)

RESOLUTION NO. 22-447

APPROVING AN AGREEMENT FOR ACQUISITION OF REAL PROPERTY (ESCROW INSTRUCTIONS) FOR THE DRY CREEK GREENWAY EAST PROJECT, BY AND BETWEEN THE CITY OF ROSEVILLE AND FALLCREEK ROSEVILLE PARTNERS., L.P., A CALIFORNIA LIMITED PARNERSHIP

WHEREAS, an Agreement for Acquisition of Real Property (Escrow Instructions), by and between the City of Roseville and Fallcreek Roseville Partners, L.P., a California limited partnership, has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said Agreement is hereby approved and that the City Manager is authorized to execute it and any other related escrow documents on behalf of the City of Roseville.

BE IT FURTHER RESOLVED that the City Clerk is hereby directed to record the Temporary Construction Easement at the Placer County Recorder's Office on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville this____day of _____, 2022, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

PARCEL NO.: 470-060-030
TITLE REPORT NO.: P-512207
PROJECT: ROSEVILLE DRY CREEK GREENWAY EAST PROJECT

AGREEMENT FOR ACQUISITION OF REAL PROPERTY
(ESCROW INSTRUCTIONS)

THIS AGREEMENT is entered into this 18th day of October, 2022 by and between the CITY OF ROSEVILLE, a municipal corporation (hereinafter called "Buyer"), and Fallcreek Roseville Partners, L.P., a California limited partnership, (hereinafter called "Seller") for acquisition by Buyer of one Temporary Construction Easement over real property hereinafter set forth.

IT IS HEREBY MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. AGREEMENT TO SELL AND PURCHASE. Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, upon the terms and for the consideration set forth in this agreement, the following interest(s) in property, all situated in the City of Roseville, County of Placer, State of California:

A. Temporary Construction Easement (Attached as Attachment 1)

The legal description of each interest is identified in the referenced attachment(s), which are hereby incorporated by reference.

2. PURCHASE PRICE. The total purchase price, payable in cash through escrow, shall be the sum of:

ONE THOUSAND FIVE HUNDRED FIFTY AND 00/100 DOLLARS
($1,550.00)

The total purchase price includes: acquisition value of the property interests identified in Section 1.

3. CONVEYANCE OF TITLE. Seller agrees to convey the easement by Easement Deed. Seller agrees to convey to Buyer marketable easement free and clear of all recorded and unrecorded liens, encumbrances, assessments, easements, leases, and taxes EXCEPT:

A. All taxes for the current fiscal year prorated as per Section 6 hereinafter.
B. Quasi-public utility, public alley, public street easements, and rights of way of record.
C. Preliminary Title Report to be provided by Placer Title Company and approved in Escrow.

4. POSSESSION. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this contract, the right of possession and use of the subject property by Buyer, including the right to remove and dispose of improvements, shall commence on the date the amount of funds as specified in Section 2 herein are deposited into the escrow controlling this transaction. The amount shown in Section 2 herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.

5. TITLE INSURANCE POLICY. Escrow Agent shall, following recording of deed to Buyer,

provide Buyer with CLTA Standard Coverage Policy of Title Insurance in the amount of $1,550.00 issued by Placer Title Company showing the title to the property vested in Buyer, subject only to the exceptions set forth in Section 3 and the printed exceptions and stipulations in said policy. Buyer agrees to pay the premium charged therefore.

6. ESCROW. Buyer agrees to open an escrow in accordance with this Agreement at Placer Title Company, 1508 Eureka Road, Suite 150 Roseville, CA 95661 (916) 782-3711. This Agreement constitutes the joint escrow instructions of Buyer and Seller, and Escrow Agent (Tracy Murphy) to whom these instructions are delivered is hereby empowered to act under this Agreement. The parties hereto agree to do all acts necessary to close this escrow in the shortest possible time.

Seller agrees to deposit with Escrow Agent prior to the Close of Escrow original, fully executed and acknowledged deed prepared by Escrow Agent and any other customary agreements, consents, or documents reasonably necessary to effectuate the purchase of the subject property. Buyer agrees to deposit the purchase price and **certificate of acceptance** upon demand of Escrow Agent.

Insurance policies for fire or casualty are not to be transferred, and Seller will cancel its own policies after close of escrow.

All funds received in this escrow shall be deposited with other escrow funds in a general escrow account(s) and may be transferred to any other such escrow trust account in any State or National Bank doing business in the State of California. All disbursements shall be made either by check or wire transfer from such account.

ESCROW AGENT IS AUTHORIZED AND IS INSTRUCTED TO COMPLY WITH THE FOLLOWING TAX ADJUSTMENT PROCEDURE:

A. Pay and charge Seller for any unpaid delinquent taxes and/or penalties and interest thereon, and for any delinquent or non-delinquent assessments or bonds against the property;

B. In the event this escrow closes between July 1 and November 1, and current tax information is not available from title insurer, Escrow Agent is instructed to withhold from Seller's proceeds an amount equal to 120% of the prorated amount due based upon the previous fiscal year's second half tax bill. At such time that the tax information is available, Escrow Agent shall make a check payable to the County Tax Collector for Seller's prorated portion of taxes and forward the same to the Buyer and shall refund any difference to the Seller. In the event the amount withheld is not sufficient to pay Seller's prorated portion of taxes due, the Seller herein agrees to immediately pay the difference;

   In the event said tax information is available, Seller's taxes shall be prorated in accordance with Paragraph "C" below.

C. From the date that tax information is available, as per Paragraph "B" hereinabove, up to and including June 30th, Seller's current taxes, if unpaid, shall be prorated to date of close of escrow on the basis of a 365 day year in accordance with Tax Collector's proration requirements, together with penalties and interest, if said current taxes are

unpaid after December 10 and/or April 10. At close of escrow, a check payable to the County Tax Collector for Seller's prorata portion of taxes shall be forwarded to Buyer with closing statement;

D. Any taxes which have been paid by Seller, prior to opening of this escrow, shall not be prorated between Buyer and Seller, but Seller shall have the sole right, after close of escrow, to apply to the County Tax Collector of said county for a refund. This refund would apply to the period after Buyer's acquisition, pursuant to Revenue and Taxation Code Section 5096.7.

ESCROW AGENT IS AUTHORIZED TO, AND SHALL:

E. Pay and charge Seller, upon Seller's written approval, for any amount necessary to place title in the condition necessary to satisfy Section 3 of this Agreement, excluding any penalty for prepayment to any lienholder in compliance with Section 1265.240 of the Code of Civil Procedure ("Eminent Domain Law");

F. Pay and charge Buyer for any escrow fees, charges, and costs payable under Section 6 of this Agreement;

G. Disburse funds and deliver deed when conditions of this escrow have been fulfilled by Buyer and Seller.

The term "close of escrow", if and where written in these instructions, shall mean the date that all necessary instruments of conveyance are recorded in the office of the County Recorder. Recordation of instruments delivered through this escrow is authorized if necessary or proper in the issuance of said policy of title insurance.

All time limits within which any matter herein specified is to be performed may be extended by mutual agreement of the parties hereto. Any amendment of, or supplement to, any instructions must be in writing.

TIME IS OF THE ESSENCE IN THESE INSTRUCTIONS AND ESCROW IS TO CLOSE AS SOON AS POSSIBLE. The parties hereto agree to perform all acts reasonably necessary to close this escrow within one hundred twenty (120) days following the opening of escrow.

Responsibility for Escrow Agent under this Agreement is expressly limited to Sections 1, 2, 3, 4, 5, 6, 7, 9, 10, 11, and 17 and to its liability under any policy of title insurance issued in regard to this transaction.

7. ESCROW FEES, CHARGES AND COSTS. Buyer agrees to pay all Buyer's and Seller's usual fees, charges, and costs which arise in this escrow.

8. RENTAL AND OCCUPANCY BY SELLER. Seller warrants that there are no oral or written leases on all or any portion of property.

9. PERMISSION TO ENTER ON PREMISES. Seller hereby grants to Buyer, or its authorized

agents, permission to enter upon the Property at all reasonable times prior to close of escrow for the purpose of making necessary or appropriate inspections. It is understood that Buyer and its contractors will indemnify Seller and hold them harmless from any and all liability for bodily injury, death and property damage arising out of or in any way connected with such inspections, and reimburse Seller for all costs, expenses and loss, including attorney's fees, incurred by them in consequence of any claims, demands and causes of action which may be made or brought against them arising out of such inspections. Buyer shall provide the Seller a forty-eight (48) written notice before entering the property. However, Buyer shall have no obligation to indemnify Seller for any loss, liability, or damage caused by the negligence of the Seller, or any of Seller's employees, agents, or authorized users, including, but not limited to, tenants, invitees or permittees.

10. COUNTERPARTS. This Agreement may be executed in counterparts, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original, and all such counterparts together shall constitute one and the same instrument.

11. CLOSING STATEMENT. Seller instructs Escrow Agent to release a copy of Seller's statement to Buyer, whose address is 311 Vernon St, Roseville, CA 95678; purpose being to ascertain if any reimbursements are due Seller.

12. LOSS OR DAMAGE TO IMPROVEMENTS. Loss or damage to the real property or any improvements thereon, by fire or other casualty, occurring prior to the recordation of the deed shall be at the risk of Seller. In the event that loss or damage to the real property or any improvements thereon, by fire or other casualty, occurs prior to the recordation of the deed, Buyer may elect to require that the Seller pay to Buyer the proceeds of any insurance which may become payable to Seller by reason thereof, or to permit such proceeds to be used for the restoration of the damage done, or to reduce the total price by an amount equal to the diminution in value of said property by reason of such loss or damage or the amount of insurance payable to Seller, whichever is greater.

13. EMINENT DOMAIN DISMISSAL. Seller and Buyer acknowledge that this transaction is a negotiated settlement in lieu of condemnation, and Seller hereby agrees and consents to the dismissal or abandonment of any eminent domain action in the Superior Court of the State of California in and for the County of Placer, wherein the herein described property is included and also waives any and all claims to any money on deposit in said action and further waives all attorney's fees, costs, disbursements, and expenses incurred in connection therewith. If, prior to the close of the execution of this transaction, Seller is served with a Summons and Complaint in Eminent Domain in which Seller is a named defendant, upon the closing of this transaction, Seller agrees and consents to Buyer taking a Default in said action.

14. WARRANTIES, REPRESENTATIONS, AND COVENANTS OF SELLER. Seller hereby warrants, represents, and/or covenants to Buyer that:

A. To the best of Seller's knowledge, there are no actions, suits, material claims, legal proceedings, or any other proceedings affecting the property or any portion thereof, at law, or in equity before any court or governmental agency, domestic or foreign.

B. To the best of Seller's knowledge, there are no encroachments onto the property by improvements on any adjoining property, nor do any buildings or improvements

encroach on other properties.

C. Until the closing, Seller shall maintain the property in good condition and state of repair and maintenance, and shall perform all of its obligations under any service contracts or other contracts affecting the property.

D. Until the closing, Seller shall not do anything which would impair Seller's title to any of the property.

E. To the best of Seller's knowledge, neither the execution of this Agreement nor the performance of the obligations herein will conflict with, or breach any of the provisions of any bond, note, evidence of indebtedness, contract, lease, or other agreement or instrument to which Seller's property may be bound.

F. Until the closing, Seller shall, upon learning of any fact or condition which would cause any of the warranties and representations in this Section 14 (Warranties, Representations, and Covenants of Seller) not to be true as of closing, immediately give written notice of such fact or condition to Buyer.

15. HAZARDOUS WASTE. Neither Seller nor, to the best of Seller's knowledge, any previous owner, tenant, occupant, or user of the Property used, generated, released, discharged, stored, or disposed of any hazardous waste, toxic substances, or related materials ("Hazardous Materials") on, under, in, or about the Property, or transported any Hazardous Materials to or from the Property. Seller shall not cause or permit the presence, use, generation, release, discharge, storage, or disposal of any Hazardous Materials on, under, in, or about, or the transportation of any Hazardous Materials to or from, the Property. The term "Hazardous Material" shall mean any substance, material, or waste which is or becomes regulated by any local governmental authority, the State of California, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste", "extremely hazardous waste", or "restricted hazardous waste" under Section 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law), (ii) defined as "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) defined as a "hazardous material", "hazardous substance", or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) petroleum, (vi) asbestos, (vii) polychlorinated byphenyls, (viii) listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Administrative Code, Division 4, Chapter 20, (ix) designated as a "hazardous substances" pursuant to Section 311 of the Clean Water Act, (33 U.S.C. S1317), (x) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. S6901 et seq. (42 U.S.C. S6903) or (xi) defined as a "hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, as amended by Liability Act, 42. U.S.C. S9601 et seq. (42 U.S.C. S9601).

16. COMPLIANCE WITH ENVIRONMENTAL LAWS. To the best of Seller's knowledge the Property complies with all applicable laws and governmental regulations including, without limitation,

all applicable federal, state, and local laws pertaining to air and water quality, hazardous waste, waste disposal, and other environmental matters, including, but not limited to, the Clean Water, Clean Air, Federal Water Pollution Control, Solid Waste Disposal, Resource Conservation Recovery and Comprehensive Environmental Response Compensation and Liability Acts, and the California Environment Quality Act, and the rules, regulations, and ordinances of the city within which the subject property is located, the California Department of Health Services, the Regional Water Quality Control Board, the State Water Resources Control Board, the Environmental Protection Agency, and all applicable federal, state, and local agencies and bureaus.

17. INDEMNITY. Seller agrees to indemnify, defend and hold Buyer harmless from and against any claim, action, suit, proceeding, loss, cost, damage, liability, deficiency, fine, penalty, punitive damage, or expense (including, without limitation, attorneys' fees), resulting from, arising out of, or based upon (i) the presence, release, use, generation, discharge, storage, or disposal of any Hazardous Material on, under, in or about, or the transportation of any such materials to or from, the Property, or (ii) the violation, or alleged violation, of any statute, ordinance, order, rule, regulation, permit, judgment, or license relating to the use, generation, release, discharge, storage, disposal, or transportation of Hazardous Materials on, under, in, or about, to or from, the Property. This indemnity shall include, without limitation, any damage, liability, fine, penalty, punitive damage, cost, or expense arising from or out of any claim, action, suit or proceeding for personal injury (including sickness, disease, or death, tangible or intangible property damage, compensation for lost wages, business income, profits or other economic loss, damage to the natural resource or the environment, nuisance, pollution, contamination, leak, spill, release, or other adverse effect on the environment). This indemnity extends only to liability created prior to or up to the date this escrow shall close. Seller shall not be responsible for acts or omissions to act post close of this escrow.

18. CONTINGENCY. It is understood and agreed between the parties hereto that the completion of this transaction, and the escrow created hereby, is contingent upon the specific acceptance and approval from the Buyer herein.

19. WAIVER OF CLAIMS. Seller acknowledges that the acquisition of the property by Buyer is for a public purpose, and therefore, the property is otherwise subject to taking by the power of eminent domain. Seller acknowledges that this transaction is a negotiated settlement in lieu of condemnation and agrees that the purchase price to be paid herein shall constitute full and fair compensation and consideration for any and all claims that Seller may have against Buyer by reason of the acquisition, improvement, possession, use and/or occupancy of the property, and Seller hereby waives any and all claims, including, but not limited to, claims for attorney's fees, pre-condemnation damages, severance damages, business goodwill, relocation assistance, or any other claim.

20. GENERAL PROVISIONS. The terms and conditions, covenants, and agreements set forth herein shall apply to and bind the heirs, executors, administrators, assigns and successors of the parties hereto.

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

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

This Agreement contains the entire agreement between both parties, neither party relies upon any warranty or representation not contained in this Agreement.

IN WITNESS WHEREOF, the City of Roseville, a Municipal Corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. _____, adopted by the Council of the City of Roseville on the ___ day of _____, 20__, and Seller has caused this Agreement to be executed.

BUYER

CITY OF ROSEVILLE, a Municipal Corporation

BY:_____

NAME:_____

TITLE: _____

MAILING ADDRESS OF BUYER
311 Vernon Street
Roseville, CA 95678

MAILING ADDRESS OF SELLER
333 N Canyons Pkwy, Ste. 221
Livermore, CA 94551

ATTEST:

BY:_____
City Clerk

APPROVED AS TO FORM:

BY:_____
City Attorney

APPROVED AS TO SUBSTANCE:

BY:_____
Public Works Director

SELLER

Fallcreek Roseville Partners, L.P., a California limited partnership

BY:_____

NAME: James B. O'Brien

TITLE: Manager

BY:_____

NAME:_____

TITLE:_____

Recorded at the Request of and:
When Recorded Return To:

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

DOCUMENTARY TRANSFER TAX: $ None

___ Computed on the consideration or value of property conveyed; OR

___ Computed on the consideration or value less liens or encumbrances remaining at time of sale.

Space above this line is for Recorder's Use

"Record without fee subject to Gov't Code 6103 Recordation required to complete chain of title and is exempt from payment of documentary tax in accordance with R&T Code 11922"

TEMPORARY CONSTRUCTION EASEMENT

Assessor's Parcel No: 470-060-030

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **FallCreek Roseville Partners, L.P., a California limited partnership ("Grantor")** hereby grants to the **City of Roseville, a Municipal Corporation ("Grantee")** a thirty (30) month temporary construction easement for construction and construction staging purposes in, over, under and across those portions of real property located in the City of Roseville, County of Placer, State of California described as:

SEE EXHIBITS "A" AND "B" ATTACHED HERETO AND MADE A PART HEREOF.

As required in connection with the City of Roseville Dry Creek Greenway East Trail Project, together with the right and privilege of entering upon said land to accomplish purposes described above. The right granted herein shall commence following a forty-eight (48) hour written notice to Grantor by Grantee. The temporary construction easement will commence on May 15, 2023 and end on November 14, 2025.

Dated: _____

FallCreek Roseville Partners, LP, a California limited partnership

By: _____

Name: _____

Title: _____

FOR: APN 470-060-030
735 Sunrise Avenue, Roseville, CA 95661

EXHIBIT "A"
TEMPORARY CONSTRUCTION EASEMENT
LEGAL DESCRIPTION

A portion of that real property situate in the City of Roseville, County of Placer, State of California, in Section 12, Township 10 North, Range 6 East, Mount Diablo Meridian, being Parcel 2 of that certain plat filed in Book 20 of Parcel Maps, at Page 113, Placer County Records, also being the lands of Fallcreek Roseville Partners, L.P., as said lands are described in that certain document recorded September 24, 1998 as Document No. 98-0077244, Official Records, Placer County Records, said real property being described as follows:

BEGINNING at a point in the Northerly line of said parcel, from which point the most westerly terminus of that certain course on said northerly line of said parcel shown as having a bearing and distance of "North 83°18'34" West 124.07 feet", the bearing of said course being North 84°13'27" West for the purpose of this description, bears North 84°13'27" West 113.91 feet; thence from said point of beginning along the northerly and northeasterly line of said lands the following two (2) courses:

1) South 84°13'27" East 10.16 feet;

2) South 44°43'24" East 52.22 feet to a point thereon;

thence leaving last said line South 45°16'36" West 5.00 feet; thence North 44°43'24" West 50.43 feet; thence North 84°13'27" West 8.36 feet; thence North 05°46'33" East 5.00 feet to the **POINT OF BEGINNING**.

Containing 303 square feet, more or less.

The bearings and distances used in the above description are based on the California Coordinate System of 1983, CCS83, Zone 2 (2010.00 Epoch). Multiply grid distances shown by 1.00006881 to obtain ground level distances.

The above-described real property is identified as "Temporary Construction Easement Area" on the plat labeled "Exhibit B" attached hereto and made a part hereof.

End of Description

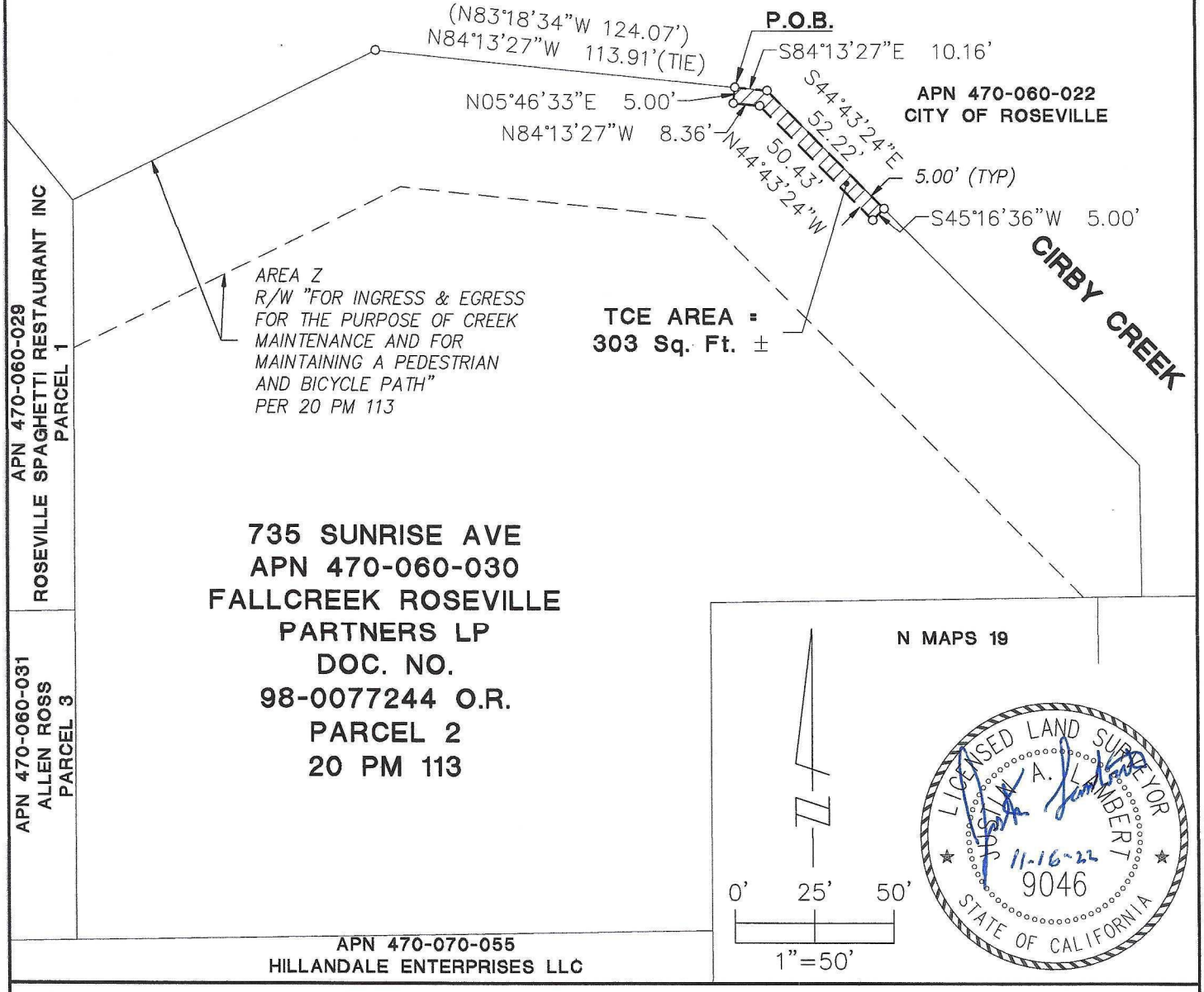
EXHIBIT "B"

LEGEND

o	Dimension Point
Sq. Ft.	Square feet
O.R.	Official Records
P.O.B.	Point of Beginning
TCE	Temporary Construction Easement
( )	Record Bearing and Distance as Shown on 20 PM 113
— — — —	Existing Road R/W Line
———	Property Line
— — — — —	Existing Easement Line
	Temporary Construction Easement

NOTES:

1) THE BEARINGS AND DISTANCES SHOWN HEREON ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983 (CCS83), ZONE 2 (2010.00 EPOCH). MULTIPLY GRID DISTANCES SHOWN BY 1.00006881 TO OBTAIN GROUND LEVEL DISTANCES.
2) ALL RECORD REFERENCES ARE PLACER COUNTY RECORDS.
3) TITLE REPORT USED: PLACER TITLE COMPANY. AMENDED ORDER NO. P-512207 DATED NOVEMBER 18, 2021.
4) EASEMENTS SHOWN HAVE BEEN LIMITED TO THOSE THAT ENCUMBER THE ACQUSITION AREA SHOWN.



LICENSED LAND SURVEYOR
JUSTIN A. LAMBERT
11-16-22
9046
STATE OF CALIFORNIA

FALLCREEK ROSEVILLE PARTNERS L.P.
APN: 470-060-030

CITY OF ROSEVILLE COUNTY OF PLACER STATE OF CALIFORNIA

DATE: 11/16/2022	SCALE: 1" = 50'
DRWN. BY: TRS CHK. BY: JAL	SHEET 1 OF 1

Plotted: Nov/16/2022 9:36 AM | By: Justin.lambert
DWG: P:\6ROS013800\SURVEY\LEGALS\APN 470-060-030\Exhibits\APN470-060-030_TCE.dwg

PSOMAS
1075 Creekside Ridge Drive, Suite 200
Roseville, CA 95678
(916) 788-8122 (916) 788-0600 (FAX)

ACKNOWLEDGMENT

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

State of California)
) ss
County of _____)

On _____ before me, _____, Notary Public
(Date) (Name of Notary)
personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
(Notary Signature)

RESOLUTION NO. 22-448

APPROVING AN AGREEMENT FOR ACQUISITION OF REAL PROPERTY (ESCROW INSTRUCTIONS) FOR THE DRY CREEK GREENWAY EAST PROJECT, BY AND BETWEEN THE CITY OF ROSEVILLE AND DONALD L. BARNES AND MARSHA G. BARNES AS TRUSTEES OF THE BARNES FAMILY REVOCABLE TRUST, UDT JULY 25, 2007

WHEREAS, an Agreement for Acquisition of Real Property (Escrow Instructions), by and between the City of Roseville and Donald L. Barnes and Marsha G. Barnes as Trustees of The Barnes Family Revocable Trust, UDT July 25, 2007, has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said Agreement is hereby approved and that the City Manager is authorized to execute it and any other related escrow documents on behalf of the City of Roseville.

BE IT FURTHER RESOLVED that the City Clerk is hereby directed to record the Grant Deed and Non Exclusive Ingress/Egress and Maintenance Easement at the Placer County Recorder's Office on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2022, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

PARCEL NO.: 469-070-008
TITLE REPORT NO.: P-512277
PROJECT: ROSEVILLE DRY CREEK GREENWAY EAST PROJECT

AGREEMENT FOR ACQUISITION OF REAL PROPERTY
(ESCROW INSTRUCTIONS)

THIS AGREEMENT is entered into this 20th day of October, 2022 by and between the CITY OF ROSEVILLE, a Municipal Corporation (hereinafter called "Buyer"), and Donald L. Barnes and Marsha G. Barnes as Trustees of The Barnes Family Revocable Trust, UDT July 25, 2007, (hereinafter called "Seller") for acquisition by Buyer of one Partial Property Acquisition in fee and one Ingress/Egress and Maintenance Easement over real property hereinafter set forth.

IT IS HEREBY MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. AGREEMENT TO SELL AND PURCHASE. Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, upon the terms and for the consideration set forth in this agreement, the following interest(s) in property, all situated in the City of Roseville, County of Placer, State of California:

A. Partial Property Acquisition in fee (Attached as Attachment 1); and
B. Non-Exclusive Ingress/Egress and Maintenance Easement (Attached as Attachment 2)

The legal description of each interest is identified in the referenced attachment(s), which are hereby incorporated by reference.

2. PURCHASE PRICE. The total purchase price, payable in cash through escrow, shall be the sum of:

SEVENTEEN THOUSAND TWO HUNDRED AND 00/100 DOLLARS
($17,200.00)

The total purchase price includes: acquisition value of the property interests identified in Section 1.

3. CONVEYANCE OF TITLE. Seller agrees to convey the fee interest by Grant Deed and the easement by Easement Deed. Seller agrees to convey to Buyer marketable fee title and easements free and clear of all recorded and unrecorded liens, encumbrances, assessments, easements, leases, and taxes EXCEPT:

A. All taxes for the current fiscal year prorated as per Section 6 hereinafter.
B. Quasi-public utility, public alley, public street easements, and rights of way of record.
C. Preliminary Title Report to be provided by Placer Title Company and approved in Escrow.

4. POSSESSION. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this contract, the right of possession and use of the subject property by Buyer, including the right to remove and dispose of improvements, shall commence on the date the amount of funds as specified in Section 2 herein are deposited into the escrow controlling this transaction. The amount

shown in Section 2 herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.

5. TITLE INSURANCE POLICY. Escrow Agent shall, following recording of deeds to Buyer, provide Buyer with CLTA Standard Coverage Policy of Title Insurance in the amount of $17,200.00 issued by Placer Title Company showing the title to the property vested in Buyer, subject only to the exceptions set forth in Section 3 and the printed exceptions and stipulations in said policy. Buyer agrees to pay the premium charged therefore.

6. ESCROW. Buyer agrees to open an escrow in accordance with this Agreement at Placer Title Company, 1508 Eureka Road, Suite 150 Roseville, CA 95661 (916) 782-3711. This Agreement constitutes the joint escrow instructions of Buyer and Seller, and Escrow Agent (Tracy Murphy) to whom these instructions are delivered is hereby empowered to act under this Agreement. The parties hereto agree to do all acts necessary to close this escrow in the shortest possible time.

Seller agrees to deposit with Escrow Agent prior to the Close of Escrow original, fully executed and acknowledged deeds prepared by Escrow Agent and any other customary agreements, consents, or documents reasonably necessary to effectuate the purchase of the subject property. Buyer agrees to deposit the purchase price and **certificate of acceptance** upon demand of Escrow Agent.

Insurance policies for fire or casualty are not to be transferred, and Seller will cancel its own policies after close of escrow.

All funds received in this escrow shall be deposited with other escrow funds in a general escrow account(s) and may be transferred to any other such escrow trust account in any State or National Bank doing business in the State of California. All disbursements shall be made either by check or wire transfer from such account.

ESCROW AGENT IS AUTHORIZED AND IS INSTRUCTED TO COMPLY WITH THE FOLLOWING TAX ADJUSTMENT PROCEDURE:

A. Pay and charge Seller for any unpaid delinquent taxes and/or penalties and interest thereon, and for any delinquent or non-delinquent assessments or bonds against the property;

B. In the event this escrow closes between July 1 and November 1, and current tax information is not available from title insurer, Escrow Agent is instructed to withhold from Seller's proceeds an amount equal to 120% of the prorated amount due based upon the previous fiscal year's second half tax bill. At such time that the tax information is available, Escrow Agent shall make a check payable to the County Tax Collector for Seller's prorated portion of taxes and forward the same to the Buyer and shall refund any difference to the Seller. In the event the amount withheld is not sufficient to pay Seller's prorated portion of taxes due, the Seller herein agrees to immediately pay the difference;

In the event said tax information is available, Seller's taxes shall be prorated in accordance with Paragraph "C" below.

C. From the date that tax information is available, as per Paragraph "B" hereinabove, up to and including June 30th, Seller's current taxes, if unpaid, shall be prorated to date of close of escrow on the basis of a 365 day year in accordance with Tax Collector's proration requirements, together with penalties and interest, if said current taxes are unpaid after December 10 and/or April 10. At close of escrow, a check payable to the County Tax Collector for Seller's prorata portion of taxes shall be forwarded to Buyer with closing statement;

D. Any taxes which have been paid by Seller, prior to opening of this escrow, shall not be prorated between Buyer and Seller, but Seller shall have the sole right, after close of escrow, to apply to the County Tax Collector of said county for a refund. This refund would apply to the period after Buyer's acquisition, pursuant to Revenue and Taxation Code Section 5096.7.

ESCROW AGENT IS AUTHORIZED TO, AND SHALL:

E. Pay and charge Seller, upon Seller's written approval, for any amount necessary to place title in the condition necessary to satisfy Section 3 of this Agreement, excluding any penalty for prepayment to any lienholder in compliance with Section 1265.240 of the Code of Civil Procedure ("Eminent Domain Law");

F. Pay and charge Buyer for any escrow fees, charges, and costs payable under Section 6 of this Agreement;

G. Disburse funds and deliver deeds when conditions of this escrow have been fulfilled by Buyer and Seller.

The term "close of escrow", if and where written in these instructions, shall mean the date that all necessary instruments of conveyance are recorded in the office of the County Recorder. Recordation of instruments delivered through this escrow is authorized if necessary or proper in the issuance of said policy of title insurance.

All time limits within which any matter herein specified is to be performed may be extended by mutual agreement of the parties hereto. Any amendment of, or supplement to, any instructions must be in writing.

TIME IS OF THE ESSENCE IN THESE INSTRUCTIONS AND ESCROW IS TO CLOSE AS SOON AS POSSIBLE. The parties hereto agree to perform all acts reasonably necessary to close this escrow within one hundred twenty (120) days following the opening of escrow.

Responsibility for Escrow Agent under this Agreement is expressly limited to Sections 1, 2, 3, 4, 5, 6, 7, 9, 10, 11, and 17 and to its liability under any policy of title insurance issued in regard to this transaction.

7. ESCROW FEES, CHARGES AND COSTS. Buyer agrees to pay all Buyer's and Seller's usual fees, charges, and costs which arise in this escrow.

8. RENTAL AND OCCUPANCY BY SELLER. Seller warrants that there are no oral or written leases on all or any portion of property.

9. PERMISSION TO ENTER ON PREMISES. Seller hereby grants to Buyer, or its authorized agents, permission to enter upon the Property at all reasonable times prior to close of escrow for the purpose of making necessary or appropriate inspections. It is understood that Buyer and its contractors will indemnify Seller and hold them harmless from any and all liability for bodily injury, death and property damage arising out of or in any way connected with such inspections, and reimburse Seller for all costs, expenses and loss, including attorney's fees, incurred by them in consequence of any claims, demands and causes of action which may be made or brought against them arising out of such inspections. Buyer shall provide the Seller a forty-eight (48) written notice before entering the property. However, Buyer shall have no obligation to indemnify Seller for any loss, liability, or damage caused by the negligence of the Seller, or any of Seller's employees, agents, or authorized users, including, but not limited to, tenants, invitees or permittees.

10. COUNTERPARTS. This Agreement may be executed in counterparts, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original, and all such counterparts together shall constitute one and the same instrument.

11. CLOSING STATEMENT. Seller instructs Escrow Agent to release a copy of Seller's statement to Buyer, whose address is 311 Vernon St, Roseville, CA 95678; purpose being to ascertain if any reimbursements are due Seller.

12. LOSS OR DAMAGE TO IMPROVEMENTS. Loss or damage to the real property or any improvements thereon, by fire or other casualty, occurring prior to the recordation of the deeds shall be at the risk of Seller. In the event that loss or damage to the real property or any improvements thereon, by fire or other casualty, occurs prior to the recordation of the deeds, Buyer may elect to require that the Seller pay to Buyer the proceeds of any insurance which may become payable to Seller by reason thereof, or to permit such proceeds to be used for the restoration of the damage done, or to reduce the total price by an amount equal to the diminution in value of said property by reason of such loss or damage or the amount of insurance payable to Seller, whichever is greater.

13. EMINENT DOMAIN DISMISSAL. Seller and Buyer acknowledge that this transaction is a negotiated settlement in lieu of condemnation, and Seller hereby agrees and consents to the dismissal or abandonment of any eminent domain action in the Superior Court of the State of California in and for the County of Placer, wherein the herein described property is included and also waives any and all claims to any money on deposit in said action and further waives all attorney's fees, costs, disbursements, and expenses incurred in connection therewith. If, prior to the close of the execution of this transaction, Seller is served with a Summons and Complaint in Eminent Domain in which Seller is a named defendant, upon the closing of this transaction, Seller agrees and consents to Buyer taking a Default in said action.

14. WARRANTIES, REPRESENTATIONS, AND COVENANTS OF SELLER. Seller hereby warrants, represents, and/or covenants to Buyer that:

A. To the best of Seller's knowledge, there are no actions, suits, material claims, legal

proceedings, or any other proceedings affecting the property or any portion thereof, at law, or in equity before any court or governmental agency, domestic or foreign.

B. To the best of Seller's knowledge, there are no encroachments onto the property by improvements on any adjoining property, nor do any buildings or improvements encroach on other properties.

C. Until the closing, Seller shall maintain the property in good condition and state of repair and maintenance, and shall perform all of its obligations under any service contracts or other contracts affecting the property.

D. Until the closing, Seller shall not do anything which would impair Seller's title to any of the property.

E. To the best of Seller's knowledge, neither the execution of this Agreement nor the performance of the obligations herein will conflict with, or breach any of the provisions of any bond, note, evidence of indebtedness, contract, lease, or other agreement or instrument to which Seller's property may be bound.

F. Until the closing, Seller shall, upon learning of any fact or condition which would cause any of the warranties and representations in this Section 14 (Warranties, Representations, and Covenants of Seller) not to be true as of closing, immediately give written notice of such fact or condition to Buyer.

15. HAZARDOUS WASTE. Neither Seller nor, to the best of Seller's knowledge, any previous owner, tenant, occupant, or user of the Property used, generated, released, discharged, stored, or disposed of any hazardous waste, toxic substances, or related materials ("Hazardous Materials") on, under, in, or about the Property, or transported any Hazardous Materials to or from the Property. Seller shall not cause or permit the presence, use, generation, release, discharge, storage, or disposal of any Hazardous Materials on, under, in, or about, or the transportation of any Hazardous Materials to or from, the Property. The term "Hazardous Material" shall mean any substance, material, or waste which is or becomes regulated by any local governmental authority, the State of California, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste", "extremely hazardous waste", or "restricted hazardous waste" under Section 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law), (ii) defined as "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) defined as a "hazardous material", "hazardous substance", or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) petroleum, (vi) asbestos, (vii) polychlorinated byphenyls, (viii) listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Administrative Code, Division 4, Chapter 20, (ix) designated as a "hazardous substances" pursuant to Section 311 of the Clean Water Act, (33 U.S.C. S1317), (x) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. S6901 et seq. (42 U.S.C. S6903) or (xi) defined as a

"hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, as amended by Liability Act, 42. U.S.C. S9601 et seq. (42 U.S.C. S9601).

16. COMPLIANCE WITH ENVIRONMENTAL LAWS. To the best of Seller's knowledge the Property complies with all applicable laws and governmental regulations including, without limitation, all applicable federal, state, and local laws pertaining to air and water quality, hazardous waste, waste disposal, and other environmental matters, including, but not limited to, the Clean Water, Clean Air, Federal Water Pollution Control, Solid Waste Disposal, Resource Conservation Recovery and Comprehensive Environmental Response Compensation and Liability Acts, and the California Environment Quality Act, and the rules, regulations, and ordinances of the city within which the subject property is located, the California Department of Health Services, the Regional Water Quality Control Board, the State Water Resources Control Board, the Environmental Protection Agency, and all applicable federal, state, and local agencies and bureaus.

17. INDEMNITY. Seller agrees to indemnify, defend and hold Buyer harmless from and against any claim, action, suit, proceeding, loss, cost, damage, liability, deficiency, fine, penalty, punitive damage, or expense (including, without limitation, attorneys' fees), resulting from, arising out of, or based upon (i) the presence, release, use, generation, discharge, storage, or disposal of any Hazardous Material on, under, in or about, or the transportation of any such materials to or from, the Property, or (ii) the violation, or alleged violation, of any statute, ordinance, order, rule, regulation, permit, judgment, or license relating to the use, generation, release, discharge, storage, disposal, or transportation of Hazardous Materials on, under, in, or about, to or from, the Property. This indemnity shall include, without limitation, any damage, liability, fine, penalty, punitive damage, cost, or expense arising from or out of any claim, action, suit or proceeding for personal injury (including sickness, disease, or death, tangible or intangible property damage, compensation for lost wages, business income, profits or other economic loss, damage to the natural resource or the environment, nuisance, pollution, contamination, leak, spill, release, or other adverse effect on the environment). This indemnity extends only to liability created prior to or up to the date this escrow shall close. Seller shall not be responsible for acts or omissions to act post close of this escrow.

18. CONTINGENCY. It is understood and agreed between the parties hereto that the completion of this transaction, and the escrow created hereby, is contingent upon the specific acceptance and approval from the Buyer herein.

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

This Agreement contains the entire agreement between both parties, neither party relies upon any warranty or representation not contained in this Agreement.

IN WITNESS WHEREOF, the City of Roseville, a Municipal Corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. _____, adopted by the Council of the City of Roseville on the ___ day of _____, 20__, and Seller has caused this Agreement to be executed.

BUYER

CITY OF ROSEVILLE, a
Municipal Corporation

BY:_____

NAME:_____

TITLE: _____

MAILING ADDRESS OF BUYER
311 Vernon Street
Roseville, CA 95678

MAILING ADDRESS OF SELLER
1209 Mallard Lane
Roseville, CA 95661

ATTEST:

BY:_____
City Clerk

APPROVED AS TO FORM:

BY:_____
City Attorney

APPROVED AS TO SUBSTANCE:

BY:_____
Public Works Director

SELLER

Donald L. Barnes and Marsha G. Barnes as Trustees of The Barnes Family Revocable Trust, UDT July 25, 2007

BY: Donald L. Barnes

NAME: DONALD L. BARNES

TITLE: OWNER

BY: Marsha G. Barnes

NAME: MARSHA G. BARNES

TITLE: OWNER

ATTACHMENT 1

Recorded at the Request of and:
When Recorded Return To:

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

DOCUMENTARY TRANSFER TAX: $ None

___ Computed on the consideration or value of property conveyed; OR

___ Computed on the consideration or value less liens or encumbrances remaining at time of sale.

Space above this line is for Recorder's Use

"Record without fee subject to Gov't Code 6103 Recordation required to complete chain of title and is exempt from payment of documentary tax in accordance with R&T Code 11922"

GRANT DEED

Assessor's Parcel No: 469-070-008

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **Donald L. Barnes and Marsha G. Barnes as Trustees of The Barnes Family Revocable Trust, UDT July 25, 2007, ("Grantor")** hereby grants to the **City of Roseville, a Municipal Corporation ("Grantee")** all that real property together with the right title and interest in the City of Roseville, County of Placer, State of California, described in Exhibit A and shown on and delineated on Exhibit B, both of which are attached hereto and by this reference made a part hereof.

Dated:_____

Donald L. Barnes and Marsha G. Barnes as Trustees of The Barnes Family Revocable Trust, UDT July 25, 2007

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

FOR: APN 469-070-008
1209 Mallard Ln, Roseville, CA 95661

EXHIBIT "A"
FEE ACQUISITION
LEGAL DESCRIPTION

A portion of that real property situate in the City of Roseville, County of Placer, State of California, in Section 7, Township 10 North, Range 7 East, Mount Diablo Meridian, being Lot 652 of that certain plat entitled "Sierra Gardens Unit No. 14" as shown on the map filed in Book K of Maps, at Page 33, Placer County Records, also being the lands of The Barnes Family Revocable Trust as said lands are described in that certain document recorded August 17, 2007 as Document No. 2007-0081674, Official Records, Placer County Records, said real property being described as follows:

BEGINNING at a point in the southeasterly line of said lot, from which point the most easterly corner of said lot bears North 41°43'26" East 274.05 feet; thence from said point of beginning, along said southeasterly line South 41°43'26" West 4.85 feet to the most southerly corner of said lands, said corner being a point on a non-tangent curve, concave southwesterly, having a radius of 200.00 feet, to which point a radial line bears North 42°48'16" East; thence northwesterly along the general westerly line of said lands and along said curve through a central angle of 24°54'58", an arc distance of 86.97 feet (said curve being subtended by a chord which bears North 59°39'13" West 86.29 feet); thence continuing along last said line North 72°06'42" West 62.02 feet to the most westerly corner of said lands; thence along the northwesterly line of said lands North 53°12'08" East 19.35 feet to a point thereon, from which point the northeasterly corner of said lot bears North 53°12'08" East 315.84 feet, said point being the beginning of a non-tangent curve, concave southwesterly, having a radius of 278.50 feet, to which point a radial line bears North 15°38'05" East; thence leaving last said line southeasterly along said curve through a central angle of 29°01'05", an arc distance of 141.05 feet (said curve being subtended by a chord which bears South 59°51'23" East 139.55 feet); thence South 45°20'50" East 0.77 feet to the **POINT OF BEGINNING**.

Containing 1,586 square feet, more or less.

The bearings and distances used in the above description are based on the California Coordinate System of 1983, CCS83, Zone 2 (2010.00 Epoch). Multiply grid distances shown by 1.00006881 to obtain ground level distances.

The above-described real property is identified as "Fee Acquisition Area" on the plat labeled "Exhibit B" attached hereto and made a part hereof.

End of Description

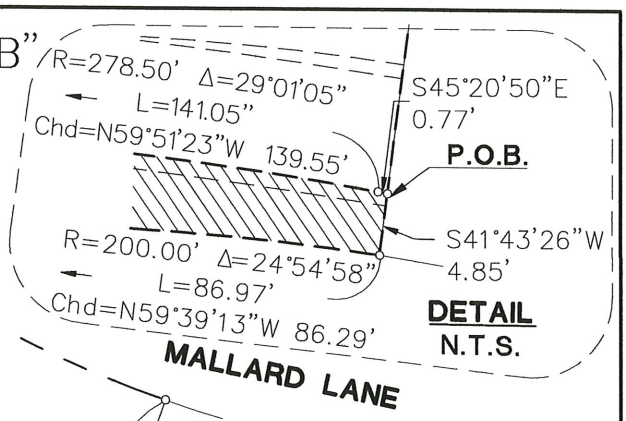
EXHIBIT "B"

NOTES:

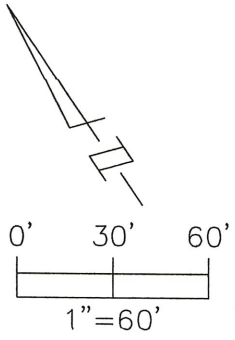
1) THE BEARINGS AND DISTANCES SHOWN HEREON ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983 (CCS83), ZONE 2 (2010.00 EPOCH). MULTIPLY GRID DISTANCES SHOWN BY 1.00006881 TO OBTAIN GROUND LEVEL DISTANCES.
2) ALL RECORD REFERENCES ARE PLACER COUNTY RECORDS.
3) TITLE REPORT USED: PLACER TITLE COMPANY. ORDER NO. P-512277 DATED AUGUST 3, 2021.
4) EASEMENTS SHOWN HAVE BEEN LIMITED TO THOSE THAT ENCUMBER THE ACQUSITION AREA SHOWN.

LEGEND

o	Dimension Point
Sq. Ft.	Square feet
O.R.	Official Records
P.O.B.	Point of Beginning
(R)	Radial
— — — —	Existing Road R/W Line
———	Property Line
— — — — —	Existing Easement Line
	Fee Acquisition



MALLARD LANE



FEE AQCUISITION
AREA = 1,586 Sq. Ft. ±

APN 469-070-007
JOEY STETSON
LOT 651

1209 MALLARD LANE
APN 469-070-008
THE BARNES FAMILY
REV. TRUST
DOC. No.
2007-0081674, O.R.
LOT 652
K MAPS 33

APN 469-070-009
JACQUELINE RICE
LOT 653

N53°12'08"E 315.84'(TIE)

N41°43'26"E 274.05'(TIE)

R=278.50'
Δ=29°01'05"
L=141.05'
Chd=S59°51'23"E
139.55'

SEWER EASEMENT
2825 O.R. 684

N15°38'05"E(R)

S45°20'50"E
0.77'

P.O.B.

S41°43'26"W
4.85'

SEE DETAIL HEREON

N53°12'08"E
19.35'

R=200.00'
Δ=24°54'58"
L=86.97'
Chd=N59°39'13"W
86.29'

N72°06'42"W
62.02'

INGRESS EGRESS EASEMENT
1984 O.R. 15

N42°48'16"E(R)

APN 469-070-001
CITY OF ROSEVILLE
LINDA CREEK

THE BARNES FAMILY REV. TRUST
APN: 469-070-008

CITY OF ROSEVILLE | COUNTY OF PLACER | STATE OF CALIFORNIA

DATE: 11/9/2022	SCALE: 1" = 60'
DRWN. BY: TRS CHK. BY: JAL	SHEET 1 OF 1

Plotted: Nov/09/2022 6:03 PM | By: Tim.schooss
DWG: P:\6ROS013800\SURVEY\LEGALS\APN 469-070-008\Exhibits\APN469-070-008_FEE.dwg

PSOMAS
1075 Creekside Ridge Drive, Suite 200
Roseville, CA 95678
(916) 788-8122 (916) 788-0600 (FAX)

ACKNOWLEDGMENT

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

State of California)
) ss
County of _____)

On _____ before me, _____, Notary Public
(Date) (Name of Notary)
personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
(Notary Signature)

ATTACHMENT 2

Recorded at the Request of and:
When Recorded Return To:

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

DOCUMENTARY TRANSFER TAX: $ None

___ Computed on the consideration or value of property conveyed; OR

___ Computed on the consideration or value less liens or encumbrances remaining at time of sale.

"Record without fee subject to Gov't Code 6103 Recordation required to complete chain of title and is exempt from payment of documentary tax in accordance with R&T Code 11922"

Space above this line is for Recorder's Use

NON EXCLUSIVE INGRESS/EGRESS AND MAINTENANCE EASEMENT

Assessor's Parcel No: 469-070-008

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **Donald L. Barnes and Marsha G. Barnes as Trustees of The Barnes Family Revocable Trust, UDT July 25, 2007 ("Grantor")** hereby grants to the, **City of Roseville, a Municipal Corporation ("Grantee")** a non-exclusive easement for ingress/egress and maintenance purposes in, on, under, over, along and across that certain real property in the City of Roseville, County of Placer, State of California, described in Exhibit A and shown on and delineated on Exhibit B, both of which are attached hereto and by this reference made a part hereof.

Reserving unto the Grantor herein, their successors or assigns a non-exclusive easement for ingress and egress over that portion of the land described in Exhibit A and shown on and delineated on Exhibit B.

Said easement is reserved for the benefit of and is appurtenant to lots 633-638 inclusive and lots 641 through 653 inclusive, of said Sierra Gardens Unit No. 14.

Also reserving unto the Grantor herein, their successors or assigns, a non-exclusive easement in gross for ingress and egress over that portion of the land described in Exhibit A and shown on and delineated on Exhibit B, together with the right to grant and convey said easement to such persons or entities as Grantor herein may desire, without regard to number.

Grantor hereby acknowledges that the Grantee's maintenance responsibilities is reserved only for the maintenance of City-owned facilities.

FOR: APN 469-070-008
1209 Mallard Ln, Roseville, CA 95661

Dated:_____

Donald L. Barnes and Marsha G. Barnes as Trustees of The Barnes Family Revocable Trust, UDT July 25, 2007

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

EXHIBIT "A"
INGRESS/EGRESS/MAINTENANCE EASEMENT
LEGAL DESCRIPTION

A portion of that real property situate in the City of Roseville, County of Placer, State of California, in Section 7, Township 10 North, Range 7 East, Mount Diablo Meridian, being Lot 652 of that certain plat entitled "Sierra Gardens Unit No. 14" as shown on the map filed in Book K of Maps, at Page 33, Placer County Records, also being the lands of The Barnes Family Revocable Trust as said lands are described in that certain document recorded August 17, 2007 as Document No. 2007-0081674, Official Records, Placer County Records, said real property being described as follows:

BEGINNING at a point in the southeasterly line of said lot, from which point the most easterly corner of said lot bears North 41°43'26" East 274.05 feet; thence from said point of beginning, leaving said southeasterly line North 45°20'50" West 0.77 feet to the beginning of a curve concave southwesterly, having a radius of 278.50 feet; thence northwesterly along said curve through a central angle of 29°01'05", an arc distance of 141.05 feet (said curve being subtended by a chord which bears North 59°51'23" West 139.55 feet) to a point on the northeasterly line of said lot, from which point the northeast corner of said lot bears North 53°12'08" East 315.84 feet; thence northeasterly along said northeasterly line North 53°12'08" East 18.65 feet to a point thereon, said point being the beginning of a non-tangent curve, concave southwesterly, having a radius of 293.50 feet, to which point a radial line bears North 17°51'16" East; thence leaving said northeasterly line, southeasterly along said curve through a central angle of 26°47'54", an arc distance of 137.28 feet (said curve being subtended by a chord which bears South 58°44'47" East 136.03 feet) to a point on said southeasterly line; thence along said southeasterly line South 41°43'26" West 15.02 feet to the **POINT OF BEGINNING**.

Containing 2,093 square feet, more or less.

The bearings and distances used in the above description are based on the California Coordinate System of 1983, CCS83, Zone 2 (2010.00 Epoch). Multiply grid distances shown by 1.00006881 to obtain ground level distances.

The above-described real property is identified as "Ingress/Egress/ Maintenance Easement" on the plat labeled "Exhibit B" attached hereto and made a part hereof.

End of Description

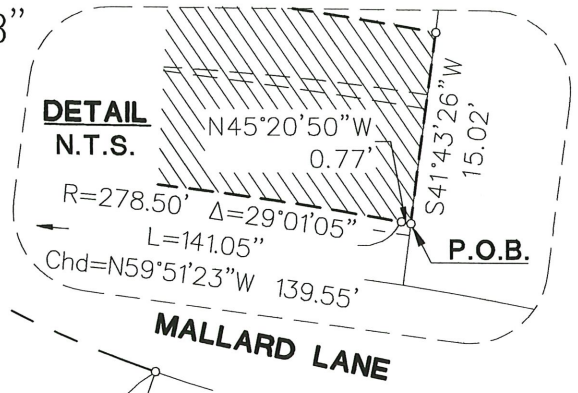
EXHIBIT "B"

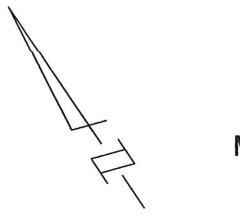
NOTES:

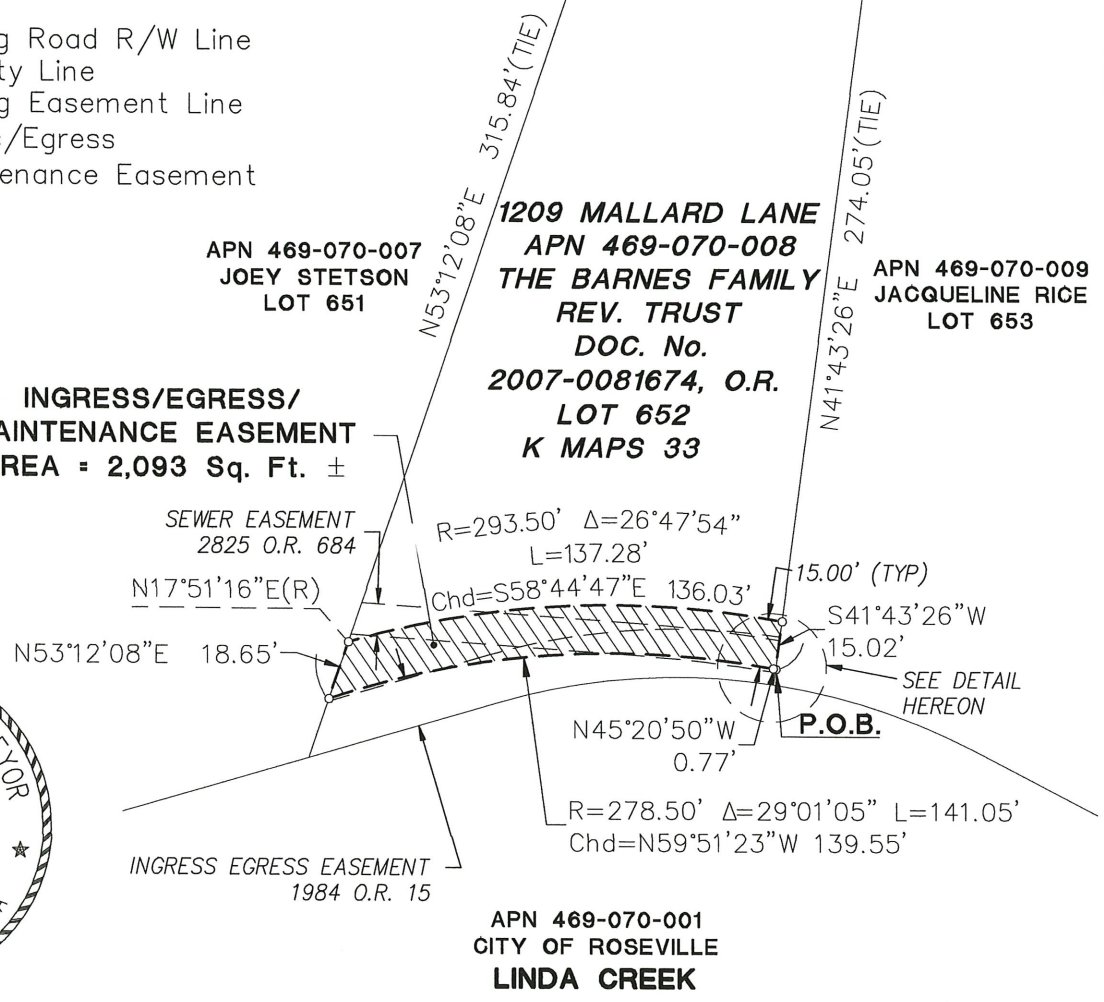
1) THE BEARINGS AND DISTANCES SHOWN HEREON ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983 (CCS83), ZONE 2 (2010.00 EPOCH). MULTIPLY GRID DISTANCES SHOWN BY 1.00006881 TO OBTAIN GROUND LEVEL DISTANCES.
2) ALL RECORD REFERENCES ARE PLACER COUNTY RECORDS.
3) TITLE REPORT USED: PLACER TITLE COMPANY. ORDER NO. P-512277 DATED AUGUST 3, 2021.
4) EASEMENTS SHOWN HAVE BEEN LIMITED TO THOSE THAT ENCUMBER THE ACQUSITION AREA SHOWN.

LEGEND

o	Dimension Point
Sq. Ft.	Square feet
O.R.	Official Records
P.O.B.	Point of Beginning
(R)	Radial
— — —	Existing Road R/W Line
———	Property Line
— — — —	Existing Easement Line
	Ingress/Egress /Maintenance Easement







THE BARNES FAMILY REV. TRUST
APN: 469-070-008

CITY OF ROSEVILLE | COUNTY OF PLACER | STATE OF CALIFORNIA

DATE: 11/9/2022	SCALE: 1" = 60'
DRWN. BY: TRS CHK. BY: JAL	SHEET 1 OF 1

Plotted: Nov/09/2022 12:00 PM | By: Tim.schooss
DWG: P:\6ROS013800\SURVEY\LEGALS\APN 469-070-008\Exhibits\APN469-070-008_Access.dwg

PSOMAS
1075 Creekside Ridge Drive, Suite 200
Roseville, CA 95678
(916) 788-8122 (916) 788-0600 (FAX)

ACKNOWLEDGMENT

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

State of California)
) ss
County of _____)

On _____ before me, _____, Notary Public
(Date) (Name of Notary)
personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
(Notary Signature)

RESOLUTION NO. 22-449

APPROVING AN AGREEMENT FOR ACQUISITION OF REAL PROPERTY (ESCROW INSTRUCTIONS) FOR THE DRY CREEK GREENWAY EAST PROJECT, BY AND BETWEEN THE CITY OF ROSEVILLE AND DAVID C. LITTLEFIELD AND BEVERLY A. LITTLEFIELD, TRUSTEES OF THE LITTLEFIELD FAMILY TRUST, DATED MARCH 9, 2006

WHEREAS, an Agreement for Acquisition of Real Property (Escrow Instructions), by and between the City of Roseville and David C. Littlefield and Beverly A, Littlefield, Trustees of The Littlefield Family Trust, dated March 9, 2006, has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said Agreement is hereby approved and that the City Manager is authorized to execute it and any other related escrow documents on behalf of the City of Roseville.

BE IT FURTHER RESOLVED that the City Clerk is hereby directed to record the Grant Deed and Non Exclusive Ingress/Egress and Maintenance Easement at the Placer County Recorder's Office on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville this____day of _____, 2022, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

PARCEL NO.: 469-060-010
TITLE REPORT NO.: P-512225
PROJECT: ROSEVILLE DRY CREEK GREENWAY EAST PROJECT

AGREEMENT FOR ACQUISITION OF REAL PROPERTY
(ESCROW INSTRUCTIONS)

THIS AGREEMENT is entered into this 17 day of October, 2022 by and between the CITY OF ROSEVILLE, a Municipal Corporation (hereinafter called "Buyer"), and David C. Littlefield and Beverly A. Littlefield, Trustees of The Littlefield Family Trust, dated March 9, 2006, (hereinafter called "Seller") for acquisition by Buyer of one Partial Property Acquisition in fee and one Ingress/Egress and Maintenance Easement over real property hereinafter set forth.

IT IS HEREBY MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. AGREEMENT TO SELL AND PURCHASE. Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, upon the terms and for the consideration set forth in this agreement, the following interest(s) in property, all situated in the City of Roseville, County of Placer, State of California:

A. Partial Property Acquisition in fee (Attached as Attachment 1); and
B. Non-Exclusive Ingress/Egress and Maintenance Easement (Attached as Attachment 2)

The legal description of each interest is identified in the referenced attachment(s), which are hereby incorporated by reference.

2. PURCHASE PRICE. The total purchase price, payable in cash through escrow, shall be the sum of:

TWELVE THOUSAND SIX HUNDRED AND 00/100 DOLLARS
($12,600.00)

The total purchase price includes: acquisition value of the property interests identified in Section 1.

3. CONVEYANCE OF TITLE. Seller agrees to convey the fee interest by Grant Deed and the easement by Easement Deed. Seller agrees to convey to Buyer marketable fee title and easements free and clear of all recorded and unrecorded liens, encumbrances, assessments, easements, leases, and taxes EXCEPT:

A. All taxes for the current fiscal year prorated as per Section 6 hereinafter.
B. Quasi-public utility, public alley, public street easements, and rights of way of record.
C. Preliminary Title Report to be provided by Placer Title Company and approved in Escrow.

4. POSSESSION. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this contract, the right of possession and use of the subject property by Buyer, including the right to remove and dispose of improvements, shall commence on the date the amount of funds as specified in Section 2 herein are deposited into the escrow controlling this transaction. The amount

shown in Section 2 herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.

5. TITLE INSURANCE POLICY. Escrow Agent shall, following recording of deeds to Buyer, provide Buyer with CLTA Standard Coverage Policy of Title Insurance in the amount of $12,600.00 issued by Placer Title Company showing the title to the property vested in Buyer, subject only to the exceptions set forth in Section 3 and the printed exceptions and stipulations in said policy. Buyer agrees to pay the premium charged therefore.

6. ESCROW. Buyer agrees to open an escrow in accordance with this Agreement at Placer Title Company, 1508 Eureka Road, Suite 150 Roseville, CA 95661 (916) 782-3711. This Agreement constitutes the joint escrow instructions of Buyer and Seller, and Escrow Agent (Tracy Murphy) to whom these instructions are delivered is hereby empowered to act under this Agreement. The parties hereto agree to do all acts necessary to close this escrow in the shortest possible time.

Seller agrees to deposit with Escrow Agent prior to the Close of Escrow original, fully executed and acknowledged deeds prepared by Escrow Agent and any other customary agreements, consents, or documents reasonably necessary to effectuate the purchase of the subject property. Buyer agrees to deposit the purchase price and **certificate of acceptance** upon demand of Escrow Agent.

Insurance policies for fire or casualty are not to be transferred, and Seller will cancel its own policies after close of escrow.

All funds received in this escrow shall be deposited with other escrow funds in a general escrow account(s) and may be transferred to any other such escrow trust account in any State or National Bank doing business in the State of California. All disbursements shall be made either by check or wire transfer from such account.

ESCROW AGENT IS AUTHORIZED AND IS INSTRUCTED TO COMPLY WITH THE FOLLOWING TAX ADJUSTMENT PROCEDURE:

A. Pay and charge Seller for any unpaid delinquent taxes and/or penalties and interest thereon, and for any delinquent or non-delinquent assessments or bonds against the property;

B. In the event this escrow closes between July 1 and November 1, and current tax information is not available from title insurer, Escrow Agent is instructed to withhold from Seller's proceeds an amount equal to 120% of the prorated amount due based upon the previous fiscal year's second half tax bill. At such time that the tax information is available, Escrow Agent shall make a check payable to the County Tax Collector for Seller's prorated portion of taxes and forward the same to the Buyer and shall refund any difference to the Seller. In the event the amount withheld is not sufficient to pay Seller's prorated portion of taxes due, the Seller herein agrees to immediately pay the difference;

In the event said tax information is available, Seller's taxes shall be prorated in accordance with Paragraph "C" below.

C. From the date that tax information is available, as per Paragraph "B" hereinabove, up to and including June 30th, Seller's current taxes, if unpaid, shall be prorated to date of close of escrow on the basis of a 365 day year in accordance with Tax Collector's proration requirements, together with penalties and interest, if said current taxes are unpaid after December 10 and/or April 10. At close of escrow, a check payable to the County Tax Collector for Seller's prorata portion of taxes shall be forwarded to Buyer with closing statement;

D. Any taxes which have been paid by Seller, prior to opening of this escrow, shall not be prorated between Buyer and Seller, but Seller shall have the sole right, after close of escrow, to apply to the County Tax Collector of said county for a refund. This refund would apply to the period after Buyer's acquisition, pursuant to Revenue and Taxation Code Section 5096.7.

ESCROW AGENT IS AUTHORIZED TO, AND SHALL:

E. Pay and charge Seller, upon Seller's written approval, for any amount necessary to place title in the condition necessary to satisfy Section 3 of this Agreement, excluding any penalty for prepayment to any lienholder in compliance with Section 1265.240 of the Code of Civil Procedure ("Eminent Domain Law");

F. Pay and charge Buyer for any escrow fees, charges, and costs payable under Section 6 of this Agreement;

G. Disburse funds and deliver deeds when conditions of this escrow have been fulfilled by Buyer and Seller.

The term "close of escrow", if and where written in these instructions, shall mean the date that all necessary instruments of conveyance are recorded in the office of the County Recorder. Recordation of instruments delivered through this escrow is authorized if necessary or proper in the issuance of said policy of title insurance.

All time limits within which any matter herein specified is to be performed may be extended by mutual agreement of the parties hereto. Any amendment of, or supplement to, any instructions must be in writing.

TIME IS OF THE ESSENCE IN THESE INSTRUCTIONS AND ESCROW IS TO CLOSE AS SOON AS POSSIBLE. The parties hereto agree to perform all acts reasonably necessary to close this escrow within one hundred twenty (120) days following the opening of escrow.

Responsibility for Escrow Agent under this Agreement is expressly limited to Sections 1, 2, 3, 4, 5, 6, 7, 9, 10, 11, and 17 and to its liability under any policy of title insurance issued in regard to this transaction.

7. ESCROW FEES, CHARGES AND COSTS. Buyer agrees to pay all Buyer's and Seller's usual fees, charges, and costs which arise in this escrow.

8. RENTAL AND OCCUPANCY BY SELLER. Seller warrants that there are no oral or written leases on all or any portion of property.

9. PERMISSION TO ENTER ON PREMISES. Seller hereby grants to Buyer, or its authorized agents, permission to enter upon the Property at all reasonable times prior to close of escrow for the purpose of making necessary or appropriate inspections. It is understood that Buyer and its contractors will indemnify Seller and hold them harmless from any and all liability for bodily injury, death and property damage arising out of or in any way connected with such inspections, and reimburse Seller for all costs, expenses and loss, including attorney's fees, incurred by them in consequence of any claims, demands and causes of action which may be made or brought against them arising out of such inspections. Buyer shall provide the Seller a forty-eight (48) written notice before entering the property. However, Buyer shall have no obligation to indemnify Seller for any loss, liability, or damage caused by the negligence of the Seller, or any of Seller's employees, agents, or authorized users, including, but not limited to, tenants, invitees or permittees.

10. COUNTERPARTS. This Agreement may be executed in counterparts, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original, and all such counterparts together shall constitute one and the same instrument.

11. CLOSING STATEMENT. Seller instructs Escrow Agent to release a copy of Seller's statement to Buyer, whose address is 311 Vernon St, Roseville, CA 95678; purpose being to ascertain if any reimbursements are due Seller.

12. LOSS OR DAMAGE TO IMPROVEMENTS. Loss or damage to the real property or any improvements thereon, by fire or other casualty, occurring prior to the recordation of the deeds shall be at the risk of Seller. In the event that loss or damage to the real property or any improvements thereon, by fire or other casualty, occurs prior to the recordation of the deeds, Buyer may elect to require that the Seller pay to Buyer the proceeds of any insurance which may become payable to Seller by reason thereof, or to permit such proceeds to be used for the restoration of the damage done, or to reduce the total price by an amount equal to the diminution in value of said property by reason of such loss or damage or the amount of insurance payable to Seller, whichever is greater.

13. EMINENT DOMAIN DISMISSAL. Seller and Buyer acknowledge that this transaction is a negotiated settlement in lieu of condemnation, and Seller hereby agrees and consents to the dismissal or abandonment of any eminent domain action in the Superior Court of the State of California in and for the County of Placer, wherein the herein described property is included and also waives any and all claims to any money on deposit in said action and further waives all attorney's fees, costs, disbursements, and expenses incurred in connection therewith. If, prior to the close of the execution of this transaction, Seller is served with a Summons and Complaint in Eminent Domain in which Seller is a named defendant, upon the closing of this transaction, Seller agrees and consents to Buyer taking a Default in said action.

14. WARRANTIES, REPRESENTATIONS, AND COVENANTS OF SELLER. Seller hereby warrants, represents, and/or covenants to Buyer that:

A. To the best of Seller's knowledge, there are no actions, suits, material claims, legal

proceedings, or any other proceedings affecting the property or any portion thereof, at law, or in equity before any court or governmental agency, domestic or foreign.

B. To the best of Seller's knowledge, there are no encroachments onto the property by improvements on any adjoining property, nor do any buildings or improvements encroach on other properties.

C. Until the closing, Seller shall maintain the property in good condition and state of repair and maintenance, and shall perform all of its obligations under any service contracts or other contracts affecting the property.

D. Until the closing, Seller shall not do anything which would impair Seller's title to any of the property.

E. To the best of Seller's knowledge, neither the execution of this Agreement nor the performance of the obligations herein will conflict with, or breach any of the provisions of any bond, note, evidence of indebtedness, contract, lease, or other agreement or instrument to which Seller's property may be bound.

F. Until the closing, Seller shall, upon learning of any fact or condition which would cause any of the warranties and representations in this Section 14 (Warranties, Representations, and Covenants of Seller) not to be true as of closing, immediately give written notice of such fact or condition to Buyer.

15. HAZARDOUS WASTE. Neither Seller nor, to the best of Seller's knowledge, any previous owner, tenant, occupant, or user of the Property used, generated, released, discharged, stored, or disposed of any hazardous waste, toxic substances, or related materials ("Hazardous Materials") on, under, in, or about the Property, or transported any Hazardous Materials to or from the Property. Seller shall not cause or permit the presence, use, generation, release, discharge, storage, or disposal of any Hazardous Materials on, under, in, or about, or the transportation of any Hazardous Materials to or from, the Property. The term "Hazardous Material" shall mean any substance, material, or waste which is or becomes regulated by any local governmental authority, the State of California, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste", "extremely hazardous waste", or "restricted hazardous waste" under Section 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law), (ii) defined as "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) defined as a "hazardous material", "hazardous substance", or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) petroleum, (vi) asbestos, (vii) polychlorinated byphenyls, (viii) listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Administrative Code, Division 4, Chapter 20, (ix) designated as a "hazardous substances" pursuant to Section 311 of the Clean Water Act, (33 U.S.C. S1317), (x) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. S6901 et seq. (42 U.S.C. S6903) or (xi) defined as a

"hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, as amended by Liability Act, 42. U.S.C. S9601 et seq. (42 U.S.C. S9601).

16. COMPLIANCE WITH ENVIRONMENTAL LAWS. To the best of Seller's knowledge the Property complies with all applicable laws and governmental regulations including, without limitation, all applicable federal, state, and local laws pertaining to air and water quality, hazardous waste, waste disposal, and other environmental matters, including, but not limited to, the Clean Water, Clean Air, Federal Water Pollution Control, Solid Waste Disposal, Resource Conservation Recovery and Comprehensive Environmental Response Compensation and Liability Acts, and the California Environment Quality Act, and the rules, regulations, and ordinances of the city within which the subject property is located, the California Department of Health Services, the Regional Water Quality Control Board, the State Water Resources Control Board, the Environmental Protection Agency, and all applicable federal, state, and local agencies and bureaus.

17. INDEMNITY. Seller agrees to indemnify, defend and hold Buyer harmless from and against any claim, action, suit, proceeding, loss, cost, damage, liability, deficiency, fine, penalty, punitive damage, or expense (including, without limitation, attorneys' fees), resulting from, arising out of, or based upon (i) the presence, release, use, generation, discharge, storage, or disposal of any Hazardous Material on, under, in or about, or the transportation of any such materials to or from, the Property, or (ii) the violation, or alleged violation, of any statute, ordinance, order, rule, regulation, permit, judgment, or license relating to the use, generation, release, discharge, storage, disposal, or transportation of Hazardous Materials on, under, in, or about, to or from, the Property. This indemnity shall include, without limitation, any damage, liability, fine, penalty, punitive damage, cost, or expense arising from or out of any claim, action, suit or proceeding for personal injury (including sickness, disease, or death, tangible or intangible property damage, compensation for lost wages, business income, profits or other economic loss, damage to the natural resource or the environment, nuisance, pollution, contamination, leak, spill, release, or other adverse effect on the environment). This indemnity extends only to liability created prior to or up to the date this escrow shall close. Seller shall not be responsible for acts or omissions to act post close of this escrow.

18. CONTINGENCY. It is understood and agreed between the parties hereto that the completion of this transaction, and the escrow created hereby, is contingent upon the specific acceptance and approval from the Buyer herein.

19. WAIVER OF CLAIMS. Seller acknowledges that the acquisition of the property by Buyer is for a public purpose, and therefore, the property is otherwise subject to taking by the power of eminent domain. Seller acknowledges that this transaction is a negotiated settlement in lieu of condemnation and agrees that the purchase price to be paid herein shall constitute full and fair compensation and consideration for any and all claims that Seller may have against Buyer by reason of the acquisition, improvement, possession, use and/or occupancy of the property, and Seller hereby waives any and all claims, including, but not limited to, claims for attorney's fees, pre-condemnation damages, severance damages, business goodwill, relocation assistance, or any other claim.

20. GENERAL PROVISIONS. The terms and conditions, covenants, and agreements set forth herein shall apply to and bind the heirs, executors, administrators, assigns and successors of the parties hereto.

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

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

This Agreement contains the entire agreement between both parties, neither party relies upon any warranty or representation not contained in this Agreement.

IN WITNESS WHEREOF, the City of Roseville, a Municipal Corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. _____, adopted by the Council of the City of Roseville on the ___ day of _____, 20__, and Seller has caused this Agreement to be executed.

BUYER

CITY OF ROSEVILLE, a
Municipal Corporation

BY:_____

NAME:_____

TITLE: _____

MAILING ADDRESS OF BUYER
311 Vernon Street
Roseville, CA 95678

MAILING ADDRESS OF SELLER
1409 Mallard Lane
Roseville, CA 95661

ATTEST:

BY:_____
City Clerk

APPROVED AS TO FORM:

BY:_____
City Attorney

APPROVED AS TO SUBSTANCE:

BY:_____
Public Works Director

SELLER

David C. Littlefield and Beverly A. Littlefield, Trustees of The Littlefield Family Trust, dated March 9, 2006

BY: David C. Littlefield

NAME: David C. Littlefield

TITLE: owner

BY: Beverly A. Littlefield

NAME: Beverly A. Littlefield

TITLE: owner

ATTACHMENT 1

Recorded at the Request of and:
When Recorded Return To:

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

DOCUMENTARY TRANSFER TAX: $ None

___ Computed on the consideration or value of property conveyed; OR

___ Computed on the consideration or value less liens or encumbrances remaining at time of sale.

"Record without fee subject to Gov't Code 6103 Recordation required to complete chain of title and is exempt from payment of documentary tax in accordance with R&T Code 11922"

Space above this line is for Recorder's Use

GRANT DEED

Assessor's Parcel No: 469-060-010

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **David C. Littlefield and Beverly A. Littlefield, Trustees of The Littlefield Family Trust, dated March 9, 2006 ("Grantor")** hereby grants to the **City of Roseville, a Municipal Corporation ("Grantee")** all that real property together with the right title and interest in the City of Roseville, County of Placer, State of California, described in Exhibit A and shown on and delineated on Exhibit B, both of which are attached hereto and by this reference made a part hereof.

Dated:_____

David C. Littlefield and Beverly A. Littlefield, Trustees of The Littlefield Family Trust, dated March 9, 2006

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

FOR: APN 469-060-010
1409 Mallard Ln, Roseville, CA 95661

EXHIBIT "A"
FEE ACQUISITION
LEGAL DESCRIPTION

A portion of that real property situate in the City of Roseville, County of Placer, State of California, in Section 7, Township 10 North, Range 7 East, Mount Diablo Meridian, being Lot 643 of that certain plat entitled "Sierra Gardens Unit No. 14" as shown on the map filed in Book K of Maps, at Page 33, Placer County Records, also being the lands of The Littlefield Family Trust as said lands are described in that certain document recorded March 20, 2006 as Document No. 2006-0029571, Official Records, Placer County Records, said real property being described as follows:

BEGINNING at a point in the southerly line of said lot, from which point the southeasterly corner of said lot bears North 80°50'24" East 383.41 feet; thence from point of beginning, along said southerly line South 80°50'24" West 10.70 feet to the southwesterly corner of said lands; thence along the westerly line of said lands the following two (2) courses:

1) North 16°54'20" West 29.51 feet;

2) North 45°05'42" West 22.91 feet to a point thereon, from which point the most westerly

corner of said lands bears North 45°05'42" West 58.32 feet, said point also being the beginning of a non-tangent curve, concave southwesterly, having a radius of 124.50 feet, to which point a radial line bears North 37°30'04" East; thence southeasterly, leaving last said line, along said curve through a central angle of 25°43'56", an arc distance of 55.91 feet (said curve being subtended by a chord which bears South 39°37'58" East 55.45 feet) to the **POINT OF BEGINNING**.

Containing 212 square feet, more or less.

The bearings and distances used in the above description are based on the California Coordinate System of 1983, CCS83, Zone 2 (2010.00 Epoch). Multiply grid distances shown by 1.00006881 to obtain ground level distances.

The above-described real property is identified as "Fee Acquisition" on the plat labeled "Exhibit B" attached hereto and made a part hereof.

End of Description

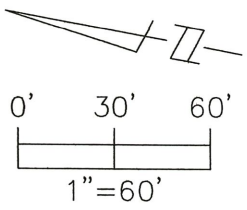
EXHIBIT "B"

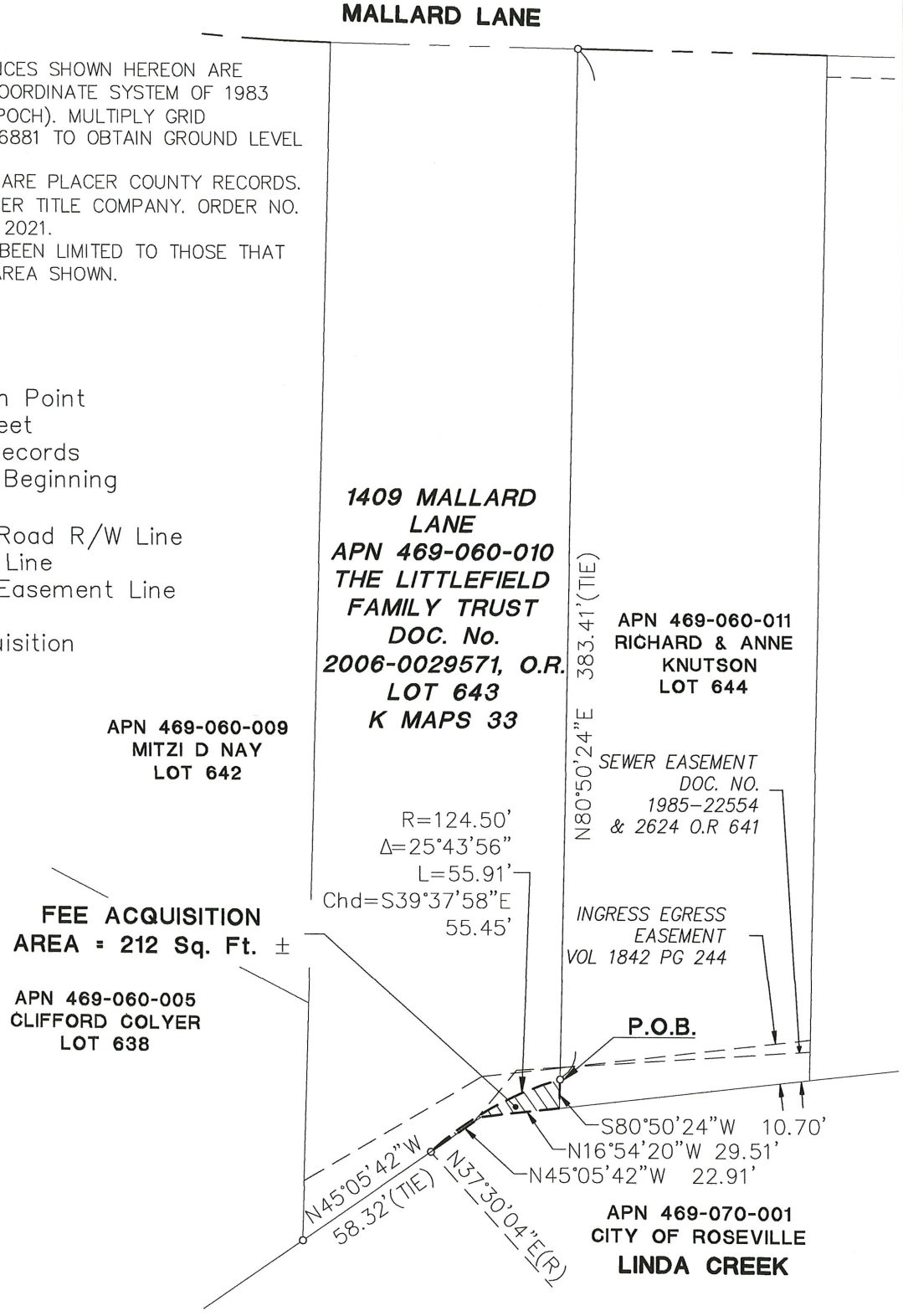
NOTES:

1) THE BEARINGS AND DISTANCES SHOWN HEREON ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983 (CCS83), ZONE 2 (2010.00 EPOCH). MULTIPLY GRID DISTANCES SHOWN BY 1.00006881 TO OBTAIN GROUND LEVEL DISTANCES.
2) ALL RECORD REFERENCES ARE PLACER COUNTY RECORDS.
3) TITLE REPORT USED: PLACER TITLE COMPANY. ORDER NO. P-512225 DATED AUGUST 3, 2021.
4) EASEMENTS SHOWN HAVE BEEN LIMITED TO THOSE THAT ENCUMBER THE ACQUSITION AREA SHOWN.

LEGEND

o	Dimension Point
Sq. Ft.	Square feet
O.R.	Official Records
P.O.B.	Point of Beginning
(R)	Radial
— — — —	Existing Road R/W Line
————	Property Line
— — — — —	Existing Easement Line
	Fee Acquisition





THE LITTLEFIELD FAMILY TRUST
APN: 469-060-010

CITY OF ROSEVILLE | COUNTY OF PLACER | STATE OF CALIFORNIA

DATE: 11/9/2022	SCALE: 1" = 60'
DRWN. BY: TRS CHK. BY: JAL	SHEET 1 OF 1

Plotted: Nov/09/2022 11:59 AM | By: Tim.schooss
DWG: P:\6ROS013800\SURVEY\LEGALS\APN 469-060-010\Exhibits\APN469-060-010_FEE.dwg

PSOMAS
1075 Creekside Ridge Drive, Suite 200
Roseville, CA 95678
(916) 788-8122 (916) 788-0600 (FAX)

ACKNOWLEDGMENT

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

State of California)
) ss
County of _____)

On _____ before me, _____, Notary Public
(Date) (Name of Notary)
personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
(Notary Signature)

ATTACHMENT 2

Recorded at the Request of and:
When Recorded Return To:

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

DOCUMENTARY TRANSFER TAX: $ None

___ Computed on the consideration or value of property conveyed; OR

___ Computed on the consideration or value less liens or encumbrances remaining at time of sale.

Space above this line is for Recorder's Use

"Record without fee subject to Gov't Code 6103 Recordation required to complete chain of title and is exempt from payment of documentary tax in accordance with R&T Code 11922"

NON EXCLUSIVE INGRESS/EGRESS AND MAINTENANCE EASEMENT

Assessor's Parcel No: 469-060-010

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **David C. Littlefield and Beverly A. Littlefield, Trustees of The Littlefield Family Trust, dated March 9, 2006 ("Grantor")** hereby grants to the, **City of Roseville, a Municipal Corporation ("Grantee")** a non-exclusive easement for ingress/egress and maintenance purposes in, on, under, over, along and across that certain real property in the City of Roseville, County of Placer, State of California, described in Exhibit A and shown on and delineated on Exhibit B, both of which are attached hereto and by this reference made a part hereof.

Reserving unto the Grantor herein, their successors or assigns a non-exclusive easement for ingress and egress over that portion of the land described in Exhibit A and shown on and delineated on Exhibit B.

Said easement is reserved for the benefit of and is appurtenant to lots 633-638 inclusive and lots 641 through 653 inclusive, of said Sierra Gardens Unit No. 14.

Also reserving unto the Grantor herein, their successors or assigns, a non-exclusive easement in gross for ingress and egress over that portion of the land described in Exhibit A and shown on and delineated on Exhibit B, together with the right to grant and convey said easement to such persons or entities as Grantor herein may desire, without regard to number.

Grantor hereby acknowledges that the Grantee's maintenance responsibilities is reserved only for the maintenance of City-owned facilities.

FOR: APN 469-060-010
1409 Mallard Ln, Roseville, CA 95661

Dated:_____

David C. Littlefield and Beverly A. Littlefield, Trustees of The Littlefield Family Trust, dated March 9, 2006

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

EXHIBIT "A"
INGRESS/EGRESS/MAINTENANCE EASEMENT
LEGAL DESCRIPTION

A portion of that real property situate in the City of Roseville, County of Placer, State of California, in Section 7, Township 10 North, Range 7 East, Mount Diablo Meridian, being Lot 643 of that certain plat entitled "Sierra Gardens Unit No. 14" as shown on the map filed in Book K of Maps, at Page 33, Placer County Records, also being the lands of The Littlefield Family Trust as said lands are described in that certain document recorded March 20, 2006 as Document No. 2006-0029571, Official Records, Placer County Records, said real property being described as follows:

BEGINNING at a point in the southerly line of said lot, from which point the southeasterly corner of said lot bears North 80°50'24" East 383.41 feet, said point also being the beginning of a non-tangent curve concave southwesterly, having a radius of 124.50 feet, to which a radial line bears North 63°14'01" East; thence from said point of beginning, leaving said southerly line, northwesterly along said curve through a central angle of 25°43'56", an arc distance of 55.91 feet (said curve being subtended by a chord which bears North 39°37'58" West 55.45 feet) to a point on the westerly line of said lands; thence along said westerly line North 45°05'42" West 58.32 feet to the most westerly corner of said lands: thence along the northerly line of said lands North 81°09'12" East 21.82 feet to a point thereon, from which point the northeast corner of said lands bears North 81°09'12" East 423.58 feet; thence leaving last said line South 48°32'32" East 38.78 feet; thence South 40°46'23" East 42.85 feet; thence South 27°10'09" East 24.14 feet to the beginning of a curve, concave southwesterly, having a radius of 139.50 feet; thence southeasterly along said curve through a central angle of 02°20'51", an arc distance of 5.72 feet (said curve being subtended by a chord which bears South 25°59'43" East 5.72 feet) to a point on said southerly line; thence along said southerly line South 80°50'24" West 15.65 feet to the **POINT OF BEGINNING**.

Containing 1,985 square feet, more or less.

The bearings and distances used in the above description are based on the California Coordinate System of 1983, CCS83, Zone 2 (2010.00 Epoch). Multiply grid distances shown by 1.00006881 to obtain ground level distances.

The above-described real property is identified as "Ingress/Egress/ Maintenance Easement" on the plat labeled "Exhibit B" attached hereto and made a part hereof.

End of Description

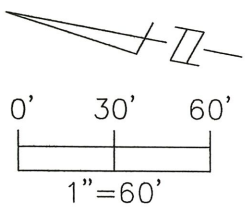
EXHIBIT "B"

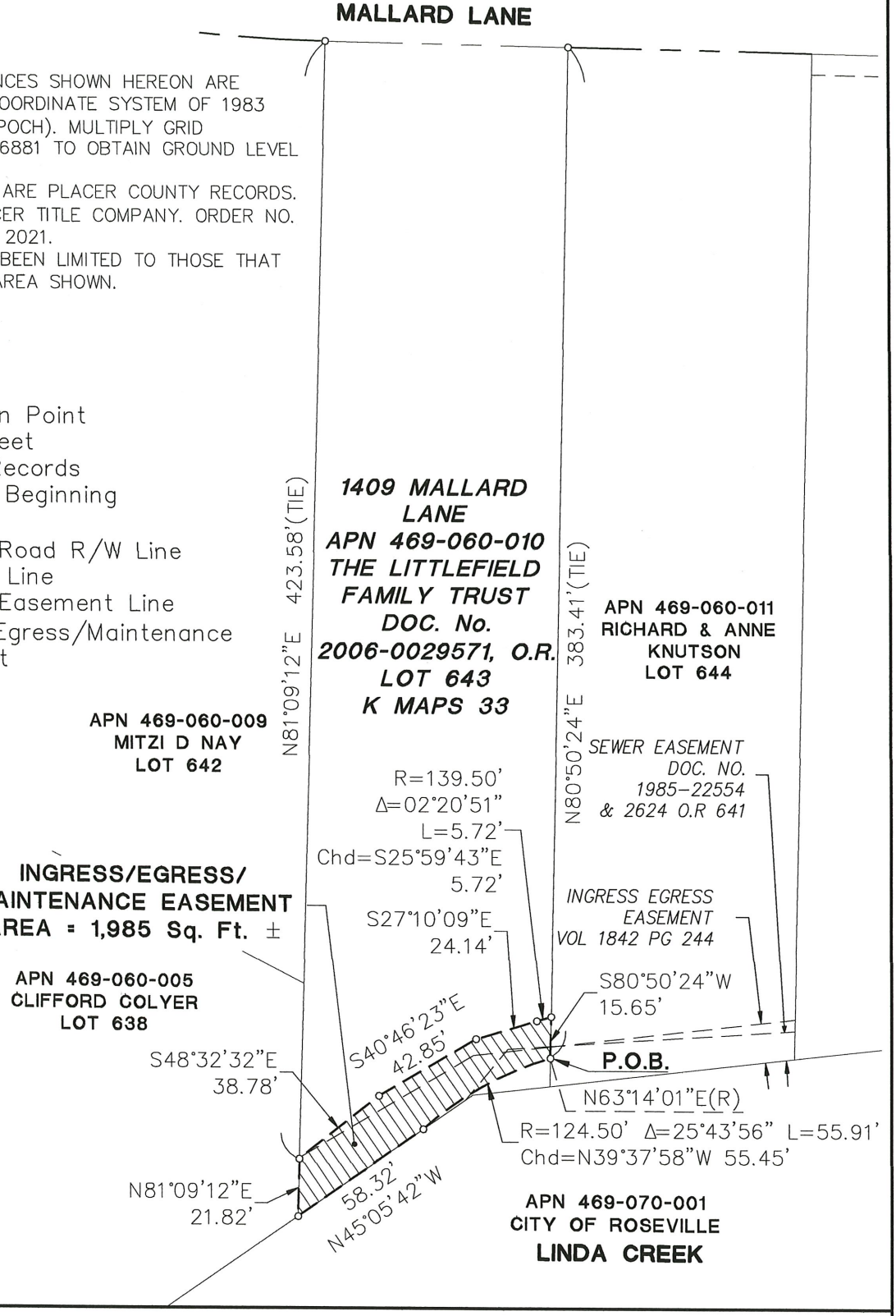
NOTES:

1) THE BEARINGS AND DISTANCES SHOWN HEREON ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983 (CCS83), ZONE 2 (2010.00 EPOCH). MULTIPLY GRID DISTANCES SHOWN BY 1.00006881 TO OBTAIN GROUND LEVEL DISTANCES.
2) ALL RECORD REFERENCES ARE PLACER COUNTY RECORDS.
3) TITLE REPORT USED: PLACER TITLE COMPANY. ORDER NO. P-512225 DATED AUGUST 3, 2021.
4) EASEMENTS SHOWN HAVE BEEN LIMITED TO THOSE THAT ENCUMBER THE ACQUSITION AREA SHOWN.

LEGEND

o	Dimension Point
Sq. Ft.	Square feet
O.R.	Official Records
P.O.B.	Point of Beginning
(R)	Radial
— — —	Existing Road R/W Line
———	Property Line
— — — —	Existing Easement Line
	Ingress/Egress/Maintenance Easement





THE LITTLEFIELD FAMILY TRUST
APN: 469-060-010

CITY OF ROSEVILLE — COUNTY OF PLACER — STATE OF CALIFORNIA

DATE: 11/9/2022	SCALE: 1" = 60'
DRWN. BY: TRS CHK. BY: JAL	SHEET 1 OF 1

Plotted: Nov/09/2022 11:59 AM | By: Tim.schooss
DWG: P:\6ROS013800\SURVEY\LEGALS\APN 469-060-010\Exhibits\APN469-060-010_Access.dwg

PSOMAS
1075 Creekside Ridge Drive, Suite 200
Roseville, CA 95678
(916) 788-8122 (916) 788-0600 (FAX)

ACKNOWLEDGMENT

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

State of California)
) ss
County of _____)

On _____ before me, _____, Notary Public
(Date) (Name of Notary)
personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
(Notary Signature)

RESOLUTION NO. 22-450

APPROVING AN AGREEMENT FOR ACQUISITION OF REAL PROPERTY (ESCROW INSTRUCTIONS) FOR THE DRY CREEK GREENWAY EAST PROJECT, BY AND BETWEEN THE CITY OF ROSEVILLE AND RICHARD E. KNUTSON AND ANNA L. KNUTSON

WHEREAS, an Agreement for Acquisition of Real Property (Escrow Instructions), by and between the City of Roseville and Richard E. Knutson and Anna L. Knutson, has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said Agreement is hereby approved and that the City Manager is authorized to execute it and any other related escrow documents on behalf of the City of Roseville.

BE IT FURTHER RESOLVED that the City Clerk is hereby directed to record the Grant Deed and Non Exclusive Ingress/Egress and Maintenance Easement at the Placer County Recorder's Office on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville this____day of _____, 2022, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

PARCEL NO.: 469-060-011
TITLE REPORT NO.: P-512229
PROJECT: ROSEVILLE DRY CREEK GREENWAY EAST PROJECT

AGREEMENT FOR ACQUISITION OF REAL PROPERTY
(ESCROW INSTRUCTIONS)

THIS AGREEMENT is entered into this 7th day of Oct., 2022 by and between the CITY OF ROSEVILLE, a Municipal Corporation (hereinafter called "Buyer"), and Richard E. Knutson and Anna L. Knutson, husband and wife as community property with rights of survivorship, (hereinafter called "Seller") for acquisition by Buyer of one Partial Property Acquisition in fee and one Ingress/Egress and Maintenance Easement over real property hereinafter set forth.

IT IS HEREBY MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. AGREEMENT TO SELL AND PURCHASE. Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, upon the terms and for the consideration set forth in this agreement, the following interest(s) in property, all situated in the City of Roseville, County of Placer, State of California:

A. Partial Property Acquisition in fee (Attached as Attachment 1); and
B. Non-Exclusive Ingress/Egress and Maintenance Easement (Attached as Attachment 2)

The legal description of each interest is identified in the referenced attachment(s), which are hereby incorporated by reference.

2. PURCHASE PRICE. The total purchase price, payable in cash through escrow, shall be the sum of:

FIFTEEN THOUSAND SIX HUNDRED AND 00/100 DOLLARS
($15,600.00)

The total purchase price includes: acquisition value of the property interests identified in Section 1.

3. CONVEYANCE OF TITLE. Seller agrees to convey the fee interest by Grant Deed and the easement by Easement Deed. Seller agrees to convey to Buyer marketable fee title and easements free and clear of all recorded and unrecorded liens, encumbrances, assessments, easements, leases, and taxes EXCEPT:

A. All taxes for the current fiscal year prorated as per Section 6 hereinafter.
B. Quasi-public utility, public alley, public street easements, and rights of way of record.
C. Preliminary Title Report to be provided by Placer Title Company and approved in Escrow.

4. POSSESSION. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this contract, the right of possession and use of the subject property by Buyer, including the right to remove and dispose of improvements, shall commence on the date the amount of funds as specified in Section 2 herein are deposited into the escrow controlling this transaction. The amount

shown in Section 2 herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.

5. TITLE INSURANCE POLICY. Escrow Agent shall, following recording of deeds to Buyer, provide Buyer with CLTA Standard Coverage Policy of Title Insurance in the amount of $15,600.00 issued by Placer Title Company showing the title to the property vested in Buyer, subject only to the exceptions set forth in Section 3 and the printed exceptions and stipulations in said policy. Buyer agrees to pay the premium charged therefore.

6. ESCROW. Buyer agrees to open an escrow in accordance with this Agreement at Placer Title Company, 1508 Eureka Road, Suite 150 Roseville, CA 95661 (916) 782-3711. This Agreement constitutes the joint escrow instructions of Buyer and Seller, and Escrow Agent (Tracy Murphy) to whom these instructions are delivered is hereby empowered to act under this Agreement. The parties hereto agree to do all acts necessary to close this escrow in the shortest possible time.

Seller agrees to deposit with Escrow Agent prior to the Close of Escrow original, fully executed and acknowledged deeds prepared by Escrow Agent and any other customary agreements, consents, or documents reasonably necessary to effectuate the purchase of the subject property. Buyer agrees to deposit the purchase price and **certificate of acceptance** upon demand of Escrow Agent.

Insurance policies for fire or casualty are not to be transferred, and Seller will cancel its own policies after close of escrow.

All funds received in this escrow shall be deposited with other escrow funds in a general escrow account(s) and may be transferred to any other such escrow trust account in any State or National Bank doing business in the State of California. All disbursements shall be made either by check or wire transfer from such account.

ESCROW AGENT IS AUTHORIZED AND IS INSTRUCTED TO COMPLY WITH THE FOLLOWING TAX ADJUSTMENT PROCEDURE:

A. Pay and charge Seller for any unpaid delinquent taxes and/or penalties and interest thereon, and for any delinquent or non-delinquent assessments or bonds against the property;

B. In the event this escrow closes between July 1 and November 1, and current tax information is not available from title insurer, Escrow Agent is instructed to withhold from Seller's proceeds an amount equal to 120% of the prorated amount due based upon the previous fiscal year's second half tax bill. At such time that the tax information is available, Escrow Agent shall make a check payable to the County Tax Collector for Seller's prorated portion of taxes and forward the same to the Buyer and shall refund any difference to the Seller. In the event the amount withheld is not sufficient to pay Seller's prorated portion of taxes due, the Seller herein agrees to immediately pay the difference;

In the event said tax information is available, Seller's taxes shall be prorated in accordance with Paragraph "C" below.

C. From the date that tax information is available, as per Paragraph "B" hereinabove, up to and including June 30th, Seller's current taxes, if unpaid, shall be prorated to date of close of escrow on the basis of a 365 day year in accordance with Tax Collector's proration requirements, together with penalties and interest, if said current taxes are unpaid after December 10 and/or April 10. At close of escrow, a check payable to the County Tax Collector for Seller's prorata portion of taxes shall be forwarded to Buyer with closing statement;

D. Any taxes which have been paid by Seller, prior to opening of this escrow, shall not be prorated between Buyer and Seller, but Seller shall have the sole right, after close of escrow, to apply to the County Tax Collector of said county for a refund. This refund would apply to the period after Buyer's acquisition, pursuant to Revenue and Taxation Code Section 5096.7.

ESCROW AGENT IS AUTHORIZED TO, AND SHALL:

E. Pay and charge Seller, upon Seller's written approval, for any amount necessary to place title in the condition necessary to satisfy Section 3 of this Agreement, excluding any penalty for prepayment to any lienholder in compliance with Section 1265.240 of the Code of Civil Procedure ("Eminent Domain Law");

F. Pay and charge Buyer for any escrow fees, charges, and costs payable under Section 6 of this Agreement;

G. Disburse funds and deliver deeds when conditions of this escrow have been fulfilled by Buyer and Seller.

The term "close of escrow", if and where written in these instructions, shall mean the date that all necessary instruments of conveyance are recorded in the office of the County Recorder. Recordation of instruments delivered through this escrow is authorized if necessary or proper in the issuance of said policy of title insurance.

All time limits within which any matter herein specified is to be performed may be extended by mutual agreement of the parties hereto. Any amendment of, or supplement to, any instructions must be in writing.

TIME IS OF THE ESSENCE IN THESE INSTRUCTIONS AND ESCROW IS TO CLOSE AS SOON AS POSSIBLE. The parties hereto agree to perform all acts reasonably necessary to close this escrow within one hundred twenty (120) days following the opening of escrow.

Responsibility for Escrow Agent under this Agreement is expressly limited to Sections 1, 2, 3, 4, 5, 6, 7, 9, 10, 11, and 17 and to its liability under any policy of title insurance issued in regard to this transaction.

7. ESCROW FEES, CHARGES AND COSTS. Buyer agrees to pay all Buyer's and Seller's usual fees, charges, and costs which arise in this escrow.

8. RENTAL AND OCCUPANCY BY SELLER. Seller warrants that there are no oral or written leases on all or any portion of property.

9. PERMISSION TO ENTER ON PREMISES. Seller hereby grants to Buyer, or its authorized agents, permission to enter upon the Property at all reasonable times prior to close of escrow for the purpose of making necessary or appropriate inspections. It is understood that Buyer and its contractors will indemnify Seller and hold them harmless from any and all liability for bodily injury, death and property damage arising out of or in any way connected with such inspections, and reimburse Seller for all costs, expenses and loss, including attorney's fees, incurred by them in consequence of any claims, demands and causes of action which may be made or brought against them arising out of such inspections. Buyer shall provide the Seller a forty-eight (48) written notice before entering the property. However, Buyer shall have no obligation to indemnify Seller for any loss, liability, or damage caused by the negligence of the Seller, or any of Seller's employees, agents, or authorized users, including, but not limited to, tenants, invitees or permittees.

10. COUNTERPARTS. This Agreement may be executed in counterparts, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original, and all such counterparts together shall constitute one and the same instrument.

11. CLOSING STATEMENT. Seller instructs Escrow Agent to release a copy of Seller's statement to Buyer, whose address is 311 Vernon St, Roseville, CA 95678; purpose being to ascertain if any reimbursements are due Seller.

12. LOSS OR DAMAGE TO IMPROVEMENTS. Loss or damage to the real property or any improvements thereon, by fire or other casualty, occurring prior to the recordation of the deeds shall be at the risk of Seller. In the event that loss or damage to the real property or any improvements thereon, by fire or other casualty, occurs prior to the recordation of the deeds, Buyer may elect to require that the Seller pay to Buyer the proceeds of any insurance which may become payable to Seller by reason thereof, or to permit such proceeds to be used for the restoration of the damage done, or to reduce the total price by an amount equal to the diminution in value of said property by reason of such loss or damage or the amount of insurance payable to Seller, whichever is greater.

13. EMINENT DOMAIN DISMISSAL. Seller and Buyer acknowledge that this transaction is a negotiated settlement in lieu of condemnation, and Seller hereby agrees and consents to the dismissal or abandonment of any eminent domain action in the Superior Court of the State of California in and for the County of Placer, wherein the herein described property is included and also waives any and all claims to any money on deposit in said action and further waives all attorney's fees, costs, disbursements, and expenses incurred in connection therewith. If, prior to the close of the execution of this transaction, Seller is served with a Summons and Complaint in Eminent Domain in which Seller is a named defendant, upon the closing of this transaction, Seller agrees and consents to Buyer taking a Default in said action.

14. WARRANTIES, REPRESENTATIONS, AND COVENANTS OF SELLER. Seller hereby warrants, represents, and/or covenants to Buyer that:

A. To the best of Seller's knowledge, there are no actions, suits, material claims, legal

proceedings, or any other proceedings affecting the property or any portion thereof, at law, or in equity before any court or governmental agency, domestic or foreign.

B. To the best of Seller's knowledge, there are no encroachments onto the property by improvements on any adjoining property, nor do any buildings or improvements encroach on other properties.

C. Until the closing, Seller shall maintain the property in good condition and state of repair and maintenance, and shall perform all of its obligations under any service contracts or other contracts affecting the property.

D. Until the closing, Seller shall not do anything which would impair Seller's title to any of the property.

E. To the best of Seller's knowledge, neither the execution of this Agreement nor the performance of the obligations herein will conflict with, or breach any of the provisions of any bond, note, evidence of indebtedness, contract, lease, or other agreement or instrument to which Seller's property may be bound.

F. Until the closing, Seller shall, upon learning of any fact or condition which would cause any of the warranties and representations in this Section 14 (Warranties, Representations, and Covenants of Seller) not to be true as of closing, immediately give written notice of such fact or condition to Buyer.

15. HAZARDOUS WASTE. Neither Seller nor, to the best of Seller's knowledge, any previous owner, tenant, occupant, or user of the Property used, generated, released, discharged, stored, or disposed of any hazardous waste, toxic substances, or related materials ("Hazardous Materials") on, under, in, or about the Property, or transported any Hazardous Materials to or from the Property. Seller shall not cause or permit the presence, use, generation, release, discharge, storage, or disposal of any Hazardous Materials on, under, in, or about, or the transportation of any Hazardous Materials to or from, the Property. The term "Hazardous Material" shall mean any substance, material, or waste which is or becomes regulated by any local governmental authority, the State of California, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste", "extremely hazardous waste", or "restricted hazardous waste" under Section 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law), (ii) defined as "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) defined as a "hazardous material", "hazardous substance", or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) petroleum, (vi) asbestos, (vii) polychlorinated byphenyls, (viii) listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Administrative Code, Division 4, Chapter 20, (ix) designated as a "hazardous substances" pursuant to Section 311 of the Clean Water Act, (33 U.S.C. S1317), (x) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. S6901 et seq. (42 U.S.C. S6903) or (xi) defined as a

"hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, as amended by Liability Act, 42. U.S.C. S9601 et seq. (42 U.S.C. S9601).

16. COMPLIANCE WITH ENVIRONMENTAL LAWS. To the best of Seller's knowledge the Property complies with all applicable laws and governmental regulations including, without limitation, all applicable federal, state, and local laws pertaining to air and water quality, hazardous waste, waste disposal, and other environmental matters, including, but not limited to, the Clean Water, Clean Air, Federal Water Pollution Control, Solid Waste Disposal, Resource Conservation Recovery and Comprehensive Environmental Response Compensation and Liability Acts, and the California Environment Quality Act, and the rules, regulations, and ordinances of the city within which the subject property is located, the California Department of Health Services, the Regional Water Quality Control Board, the State Water Resources Control Board, the Environmental Protection Agency, and all applicable federal, state, and local agencies and bureaus.

17. INDEMNITY. Seller agrees to indemnify, defend and hold Buyer harmless from and against any claim, action, suit, proceeding, loss, cost, damage, liability, deficiency, fine, penalty, punitive damage, or expense (including, without limitation, attorneys' fees), resulting from, arising out of, or based upon (i) the presence, release, use, generation, discharge, storage, or disposal of any Hazardous Material on, under, in or about, or the transportation of any such materials to or from, the Property, or (ii) the violation, or alleged violation, of any statute, ordinance, order, rule, regulation, permit, judgment, or license relating to the use, generation, release, discharge, storage, disposal, or transportation of Hazardous Materials on, under, in, or about, to or from, the Property. This indemnity shall include, without limitation, any damage, liability, fine, penalty, punitive damage, cost, or expense arising from or out of any claim, action, suit or proceeding for personal injury (including sickness, disease, or death, tangible or intangible property damage, compensation for lost wages, business income, profits or other economic loss, damage to the natural resource or the environment, nuisance, pollution, contamination, leak, spill, release, or other adverse effect on the environment). This indemnity extends only to liability created prior to or up to the date this escrow shall close. Seller shall not be responsible for acts or omissions to act post close of this escrow.

18. CONTINGENCY. It is understood and agreed between the parties hereto that the completion of this transaction, and the escrow created hereby, is contingent upon the specific acceptance and approval from the Buyer herein.

19. WAIVER OF CLAIMS. Seller acknowledges that the acquisition of the property by Buyer is for a public purpose, and therefore, the property is otherwise subject to taking by the power of eminent domain. Seller acknowledges that this transaction is a negotiated settlement in lieu of condemnation and agrees that the purchase price to be paid herein shall constitute full and fair compensation and consideration for any and all claims that Seller may have against Buyer by reason of the acquisition, improvement, possession, use and/or occupancy of the property, and Seller hereby waives any and all claims, including, but not limited to, claims for attorney's fees, pre-condemnation damages, severance damages, business goodwill, relocation assistance, or any other claim.

20. GENERAL PROVISIONS. The terms and conditions, covenants, and agreements set forth herein shall apply to and bind the heirs, executors, administrators, assigns and successors of the parties hereto.

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

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

This Agreement contains the entire agreement between both parties, neither party relies upon any warranty or representation not contained in this Agreement.

IN WITNESS WHEREOF, the City of Roseville, a Municipal Corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. _____, adopted by the Council of the City of Roseville on the ___ day of _____, 20__, and Seller has caused this Agreement to be executed.

BUYER

CITY OF ROSEVILLE, a
Municipal Corporation

BY:_____

NAME:_____

TITLE: _____

MAILING ADDRESS OF BUYER
311 Vernon Street
Roseville, CA 95678

MAILING ADDRESS OF SELLER
1407 Mallard Lane
Roseville, CA 95661

ATTEST:

BY:_____
City Clerk

APPROVED AS TO FORM:

BY:_____
City Attorney

APPROVED AS TO SUBSTANCE:

BY:_____
Public Works Director

SELLER

Richard E. Knutson and Anna L. Knutson, husband and wife as community property with rights of survivorship

BY:_____

NAME: Richard E Knutson

TITLE: OWNER

BY:_____

NAME: Anna Knutson

TITLE: owner

ATTACHMENT 1

Recorded at the Request of and:
When Recorded Return To:

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

DOCUMENTARY TRANSFER TAX: $ __None

___ Computed on the consideration or value of property conveyed; OR

___ Computed on the consideration or value less liens or encumbrances remaining at time of sale.

Space above this line is for Recorder's Use

"Record without fee subject to Gov't Code 6103 Recordation required to complete chain of title and is exempt from payment of documentary tax in accordance with R&T Code 11922"

GRANT DEED

Assessor's Parcel No: 469-060-011

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **Richard E. Knutson and Anna L. Knutson, husband and wife as community property with rights of survivorship ("Grantor")** hereby grants to the **City of Roseville, a Municipal Corporation ("Grantee")** all that real property together with the right title and interest in the City of Roseville, County of Placer, State of California, described in Exhibit A and shown on and delineated on Exhibit B, both of which are attached hereto and by this reference made a part hereof.

Dated:_____

Richard E. Knutson and Anna L. Knutson, husband and wife as community property with rights of survivorship

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

FOR: APN 469-060-011
1407 Mallard Ln, Roseville, CA 95661

EXHIBIT "A"
FEE ACQUISITION
LEGAL DESCRIPTION

A portion of that real property situate in the City of Roseville, County of Placer, State of California, in Section 7, Township 10 North, Range 7 East, Mount Diablo Meridian, being Lot 644 of that certain plat entitled "Sierra Gardens Unit No. 14" as shown on the map filed in Book K of Maps, at Page 33, Placer County Records, also being the lands of Richard E. Knutson and Anna L. Knutson as said lands are described in that certain document recorded January 11, 2008 as Document No. 2008-0002376, Official Records, Placer County Records, said real property being described as follows:

BEGINNING at a point in the southerly line of said lot, from which point the southeasterly corner of said lands bears North 80°50'24" East 372.60 feet; thence from said point of beginning, along said southerly line South 80°50'24" West 8.86 feet to the southwesterly corner of said lands; thence along the westerly line of said lands North 16°54'20" West 93.86 feet to the northwesterly corner of said lands; thence along the northerly line of said lands North 80°50'24" East 10.70 feet to a point thereon, from which point the northeast corner of said lands bears North 80°50'24" East 383.41 feet, said point also being the beginning of a non-tangent curve, concave westerly, having a radius of 124.50 feet, to which beginning a radial line bears North 63°14'01" East; thence southerly along said curve, through a central angle of 12°53'47", an arc distance of 28.02 feet (said curve being subtended by a chord which bears South 20°19'06" East 27.96 feet); thence South 13°52'13" East 65.79 feet to the **POINT OF BEGINNING**.

Containing 1,028 square feet, more or less.

The bearings and distances used in the above description are based on the California Coordinate System of 1983, CCS83, Zone 2 (2010.00 Epoch). Multiply grid distances shown by 1.00006881 to obtain ground level distances.

The above-described real property is identified as "Fee Acquisition" on the plat labeled "Exhibit B" attached hereto and made a part hereof.

End of Description

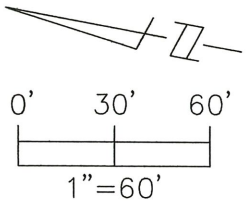
EXHIBIT "B"

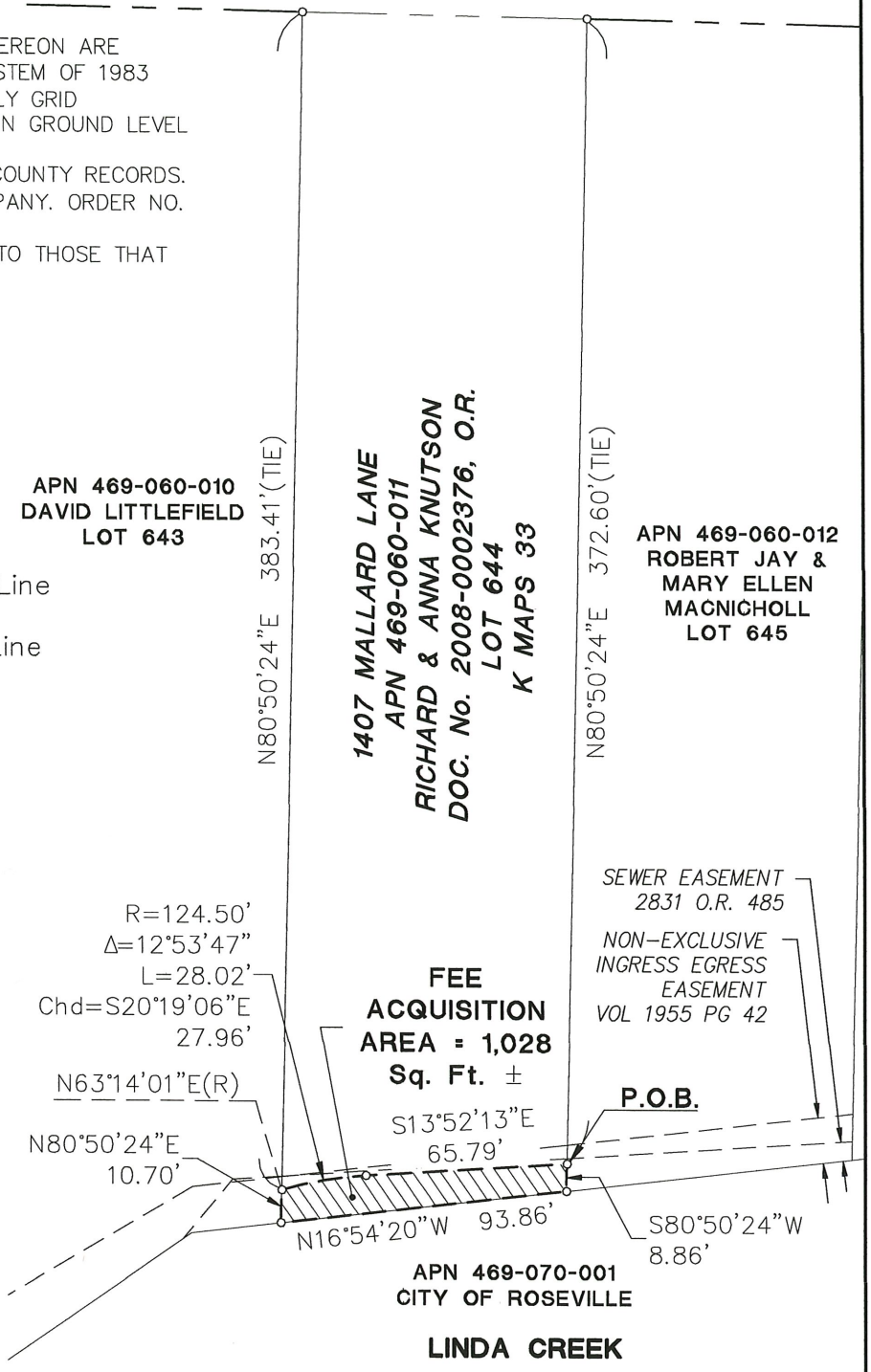
NOTES:

1) THE BEARINGS AND DISTANCES SHOWN HEREON ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983 (CCS83), ZONE 2 (2010.00 EPOCH). MULTIPLY GRID DISTANCES SHOWN BY 1.00006881 TO OBTAIN GROUND LEVEL DISTANCES.
2) ALL RECORD REFERENCES ARE PLACER COUNTY RECORDS.
3) TITLE REPORT USED: PLACER TITLE COMPANY. ORDER NO. P-512229 DATED AUGUST 3, 2021.
4) EASEMENTS SHOWN HAVE BEEN LIMITED TO THOSE THAT ENCUMBER THE ACQUSITION AREA SHOWN.

LEGEND

o	Dimension Point
Sq. Ft.	Square feet
O.R.	Official Records
P.O.B.	Point of Beginning
(R)	Radial
— — — —	Existing Road R/W Line
————	Property Line
— — — — —	Existing Easement Line
	Fee Acquisition





RICHARD & ANNA KNUTSON
APN: 469-060-011

CITY OF ROSEVILLE | COUNTY OF PLACER | STATE OF CALIFORNIA

DATE: 11/9/2022	SCALE: 1" = 60'
DRWN. BY: TRS CHK. BY: JAL	SHEET 1 OF 1

Plotted: Nov/09/2022 1:50 PM | By: Tim.schooss
DWG: P:\6ROS013800\SURVEY\LEGALS\APN 469-060-011\Exhibits\APN469-060-011_FEE.dwg

PSOMAS
1075 Creekside Ridge Drive, Suite 200
Roseville, CA 95678
(916) 788-8122 (916) 788-0600 (FAX)

ACKNOWLEDGMENT

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

State of California)
) ss
County of _____)

On _____ before me, _____, Notary Public
(Date) (Name of Notary)
personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
(Notary Signature)

ATTACHMENT 2

Recorded at the Request of and:
When Recorded Return To:

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

DOCUMENTARY TRANSFER TAX: $ None

___ Computed on the consideration or value of property conveyed; OR

___ Computed on the consideration or value less liens or encumbrances remaining at time of sale.

"Record without fee subject to Gov't Code 6103 Recordation required to complete chain of title and is exempt from payment of documentary tax in accordance with R&T Code 11922"

Space above this line is for Recorder's Use

NON EXCLUSIVE INGRESS/EGRESS AND MAINTENANCE EASEMENT

Assessor's Parcel No: 469-060-011

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **Richard E. Knutson and Anna L. Knutson, husband and wife as community property with rights of survivorship ("Grantor")** hereby grants to the, **City of Roseville, a Municipal Corporation ("Grantee")** a non-exclusive easement for ingress/egress and maintenance purposes in, on, under, over, along and across that certain real property in the City of Roseville, County of Placer, State of California, described in Exhibit A and shown on and delineated on Exhibit B, both of which are attached hereto and by this reference made a part hereof.

Reserving unto the Grantor herein, their successors or assigns a non-exclusive easement for ingress and egress over that portion of the land described in Exhibit A and shown on and delineated on Exhibit B.

Said easement is reserved for the benefit of and is appurtenant to lots 633-638 inclusive and lots 641 through 653 inclusive, of said Sierra Gardens Unit No. 14.

Also reserving unto the Grantor herein, their successors or assigns, a non-exclusive easement in gross for ingress and egress over that portion of the land described in Exhibit A and shown on and delineated on Exhibit B, together with the right to grant and convey said easement to such persons or entities as Grantor herein may desire, without regard to number.

Grantor hereby acknowledges that the Grantee's maintenance responsibilities is reserved only for the maintenance of City-owned facilities.

FOR: APN 469-060-011
1407 Mallard Ln, Roseville, CA 95661

Dated:_____

Richard E. Knutson and Anna L. Knutson, husband and wife as community property with rights of survivorship

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

EXHIBIT "A"
INGRESS/EGRESS/MAINTENANCE EASEMENT
LEGAL DESCRIPTION

A portion of that real property situate in the City of Roseville, County of Placer, State of California, in Section 7, Township 10 North, Range 7 East, Mount Diablo Meridian, being Lot 644 of that certain plat entitled "Sierra Gardens Unit No. 14" as shown on the map filed in Book K of Maps, at Page 33, Placer County Records, also being the lands of Richard E. Knutson and Anna L. Knutson as said lands are described in that certain document recorded January 11, 2008 as Document No. 2008-0002376, Official Records, Placer County Records, said real property being described as follows:

BEGINNING at a point in the southerly line of said lot, from which point the southeasterly corner of said lot bears North 80°50'24" East 372.60 feet; thence from said point of beginning, leaving said southerly line North 13°52'13" West 65.79 feet to the beginning of a curve, concave westerly, having a radius of 124.50 feet; thence northerly along said curve, through a central angle of 12°53'47", an arc distance of 28.02 feet (said curve being subtended by a chord which bears North 20°19'06" West 27.96 feet) to a point on the northerly line of said lands, from which point the northeast corner of said lands bears North 80°50'24" East 383.41 feet; thence North 80°50'24" East 15.65 feet along last said line to a point thereon, said point being the beginning of a non-tangent curve, concave westerly, having a radius of 139.50 feet, to which beginning a radial line bears North 65°10'43" East; thence southerly along said curve, through a central angle of 10°57'05", an arc distance of 26.66 feet (said curve being subtended by a chord which bears South 19°20'45" East 26.62 feet); thence South 13°52'13" East 67.02 feet to a point on said southerly line; thence South 80°50'24" West 15.05 feet along last said line to the **POINT OF BEGINNING**.

Containing 1,406 square feet, more or less.

The bearings and distances used in the above description are based on the California Coordinate System of 1983, CCS83, Zone 2 (2010.00 Epoch). Multiply grid distances shown by 1.00006881 to obtain ground level distances.

The above-described real property is identified as "Ingress/Egress/ Maintenance Easement" on the plat labeled "Exhibit B" attached hereto and made a part hereof.

End of Description

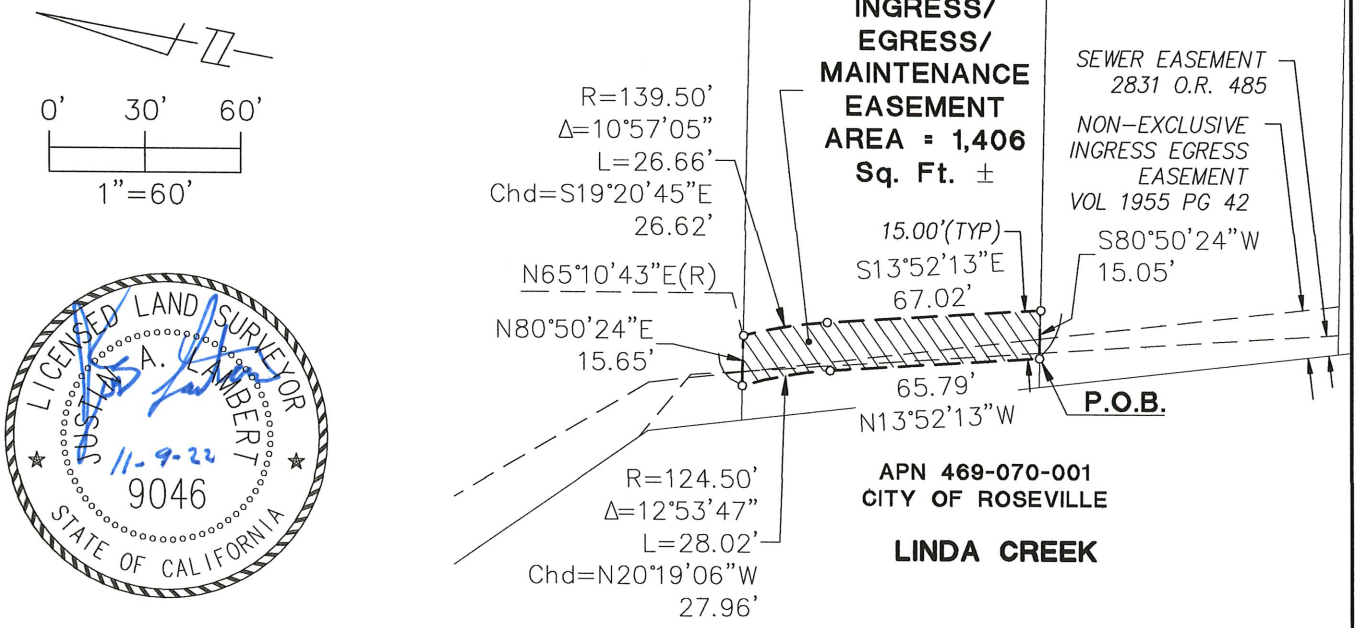
EXHIBIT "B"

NOTES:

1) THE BEARINGS AND DISTANCES SHOWN HEREON ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983 (CCS83), ZONE 2 (2010.00 EPOCH). MULTIPLY GRID DISTANCES SHOWN BY 1.00006881 TO OBTAIN GROUND LEVEL DISTANCES.
2) ALL RECORD REFERENCES ARE PLACER COUNTY RECORDS.
3) TITLE REPORT USED: PLACER TITLE COMPANY. ORDER NO. P-512229 DATED AUGUST 3, 2021.
4) EASEMENTS SHOWN HAVE BEEN LIMITED TO THOSE THAT ENCUMBER THE ACQUSITION AREA SHOWN.

LEGEND

o	Dimension Point
Sq. Ft.	Square feet
O.R.	Official Records
P.O.B.	Point of Beginning
(R)	Radial
— — — —	Existing Road R/W Line
———	Property Line
— — — — —	Existing Easement Line
	Ingress/Egress/Maintenance Easement



LICENSED LAND SURVEYOR
JAMES A. LAMBERT
11-9-22
9046
STATE OF CALIFORNIA

RICHARD & ANNA KNUTSON
APN: 469-060-011

CITY OF ROSEVILLE — COUNTY OF PLACER — STATE OF CALIFORNIA

DATE: 11/9/2022	SCALE: 1" = 60'
DRWN. BY: TRS CHK. BY: JAL	SHEET 1 OF 1

Plotted: Nov/09/2022 1:13 PM | By: Tim.schooss
DWG: P:\6ROS013800\SURVEY\LEGALS\APN 469-060-011\Exhibits\APN469-060-011_Access.dwg

PSOMAS
1075 Creekside Ridge Drive, Suite 200
Roseville, CA 95678
(916) 788-8122 (916) 788-0600 (FAX)

ACKNOWLEDGMENT

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

State of California)
) ss
County of _____)

On _____ before me, _____, Notary Public
(Date) (Name of Notary)
personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
(Notary Signature)

RESOLUTION NO. 22-451

APPROVING AN AGREEMENT FOR ACQUISITION OF REAL PROPERTY (ESCROW INSTRUCTIONS) FOR THE DRY CREEK GREENWAY EAST PROJECT, BY AND BETWEEN THE CITY OF ROSEVILLE AND ANGELO SIMONE

WHEREAS, an Agreement for Acquisition of Real Property (Escrow Instructions), by and between the City of Roseville and Angelo Simone, has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said Agreement is hereby approved and that the City Manager is authorized to execute it and any other related escrow documents on behalf of the City of Roseville.

BE IT FURTHER RESOLVED that the City Clerk is hereby directed to record the Grant Deed and Non Exclusive Ingress/Egress and Maintenance Easement at the Placer County Recorder's Office on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville this____day of _____, 2022, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

PARCEL NO.: 469-070-003
TITLE REPORT NO.: P-512244
PROJECT: ROSEVILLE DRY CREEK GREENWAY EAST PROJECT

AGREEMENT FOR ACQUISITION OF REAL PROPERTY
(ESCROW INSTRUCTIONS)

THIS AGREEMENT is entered into this 2nd day of November, 2022 by and between the CITY OF ROSEVILLE, a Municipal Corporation (hereinafter called "Buyer"), and ANGELO SIMONE, a single man, (hereinafter called "Seller") for acquisition by Buyer of one Partial Property Acquisition and in fee and one Ingress/Egress and Maintenance Easement over real property hereinafter set forth.

IT IS HEREBY MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. AGREEMENT TO SELL AND PURCHASE. Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, upon the terms and for the consideration set forth in this agreement, the following interest(s) in property, all situated in the City of Roseville, County of Placer, State of California:

A. Partial Property Acquisition in fee (Attached as Attachment 1); and
B. Non-Exclusive Ingress/Egress and Maintenance Easement (Attached as Attachment 2)

The legal description of each interest is identified in the referenced attachment(s), which are hereby incorporated by reference.

2. PURCHASE PRICE. The total purchase price, payable in cash through escrow, shall be the sum of:

TWENTY THOUSAND FOUR HUNDRED FIFTY AND 00/100 DOLLARS
($20,450.00)

The total purchase price includes: acquisition value of the property interests identified in Section 1.

3. CONVEYANCE OF TITLE. Seller agrees to convey the fee interest by Grant Deed and the easement by Easement Deed. Seller agrees to convey to Buyer marketable fee title and easements free and clear of all recorded and unrecorded liens, encumbrances, assessments, easements, leases, and taxes EXCEPT:

A. All taxes for the current fiscal year prorated as per Section 6 hereinafter.
B. Quasi-public utility, public alley, public street easements, and rights of way of record.
C. Preliminary Title Report to be provided by Placer Title Company and approved in Escrow.

4. POSSESSION. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this contract, the right of possession and use of the subject property by Buyer, including the right to remove and dispose of improvements, shall commence on the date the amount of funds as specified in Section 2 herein are deposited into the escrow controlling this transaction. The amount shown in Section 2 herein includes, but is not limited to, full payment for such possession and use,

including damages, if any, from said date.

5. TITLE INSURANCE POLICY. Escrow Agent shall, following recording of deeds to Buyer, provide Buyer with CLTA Standard Coverage Policy of Title Insurance in the amount of $20,450.00 issued by Placer Title Company showing the title to the property vested in Buyer, subject only to the exceptions set forth in Section 3 and the printed exceptions and stipulations in said policy. Buyer agrees to pay the premium charged therefore.

6. ESCROW. Buyer agrees to open an escrow in accordance with this Agreement at Placer Title Company, 1508 Eureka Road, Suite 150 Roseville, CA 95661 (916) 782-3711. This Agreement constitutes the joint escrow instructions of Buyer and Seller, and Escrow Agent (Tracy Murphy) to whom these instructions are delivered is hereby empowered to act under this Agreement. The parties hereto agree to do all acts necessary to close this escrow in the shortest possible time.

Seller agrees to deposit with Escrow Agent prior to the Close of Escrow original, fully executed and acknowledged deeds prepared by Escrow Agent and any other customary agreements, consents, or documents reasonably necessary to effectuate the purchase of the subject property. Buyer agrees to deposit the purchase price and **certificate of acceptance** upon demand of Escrow Agent.

Insurance policies for fire or casualty are not to be transferred, and Seller will cancel its own policies after close of escrow.

All funds received in this escrow shall be deposited with other escrow funds in a general escrow account(s) and may be transferred to any other such escrow trust account in any State or National Bank doing business in the State of California. All disbursements shall be made either by check or wire transfer from such account.

ESCROW AGENT IS AUTHORIZED AND IS INSTRUCTED TO COMPLY WITH THE FOLLOWING TAX ADJUSTMENT PROCEDURE:

A. Pay and charge Seller for any unpaid delinquent taxes and/or penalties and interest thereon, and for any delinquent or non-delinquent assessments or bonds against the property;

B. In the event this escrow closes between July 1 and November 1, and current tax information is not available from title insurer, Escrow Agent is instructed to withhold from Seller's proceeds an amount equal to 120% of the prorated amount due based upon the previous fiscal year's second half tax bill. At such time that the tax information is available, Escrow Agent shall make a check payable to the County Tax Collector for Seller's prorated portion of taxes and forward the same to the Buyer and shall refund any difference to the Seller. In the event the amount withheld is not sufficient to pay Seller's prorated portion of taxes due, the Seller herein agrees to immediately pay the difference;

In the event said tax information is available, Seller's taxes shall be prorated in accordance with Paragraph "C" below.

C. From the date that tax information is available, as per Paragraph "B" hereinabove, up to

and including June 30th, Seller's current taxes, if unpaid, shall be prorated to date of close of escrow on the basis of a 365 day year in accordance with Tax Collector's proration requirements, together with penalties and interest, if said current taxes are unpaid after December 10 and/or April 10. At close of escrow, a check payable to the County Tax Collector for Seller's prorata portion of taxes shall be forwarded to Buyer with closing statement;

D. Any taxes which have been paid by Seller, prior to opening of this escrow, shall not be prorated between Buyer and Seller, but Seller shall have the sole right, after close of escrow, to apply to the County Tax Collector of said county for a refund. This refund would apply to the period after Buyer's acquisition, pursuant to Revenue and Taxation Code Section 5096.7.

ESCROW AGENT IS AUTHORIZED TO, AND SHALL:

E. Pay and charge Seller, upon Seller's written approval, for any amount necessary to place title in the condition necessary to satisfy Section 3 of this Agreement, excluding any penalty for prepayment to any lienholder in compliance with Section 1265.240 of the Code of Civil Procedure ("Eminent Domain Law");

F. Pay and charge Buyer for any escrow fees, charges, and costs payable under Section 6 of this Agreement;

G. Disburse funds and deliver deeds when conditions of this escrow have been fulfilled by Buyer and Seller.

The term "close of escrow", if and where written in these instructions, shall mean the date that all necessary instruments of conveyance are recorded in the office of the County Recorder. Recordation of instruments delivered through this escrow is authorized if necessary or proper in the issuance of said policy of title insurance.

All time limits within which any matter herein specified is to be performed may be extended by mutual agreement of the parties hereto. Any amendment of, or supplement to, any instructions must be in writing.

TIME IS OF THE ESSENCE IN THESE INSTRUCTIONS AND ESCROW IS TO CLOSE AS SOON AS POSSIBLE. The parties hereto agree to perform all acts reasonably necessary to close this escrow within one hundred twenty (120) days following the opening of escrow.

Responsibility for Escrow Agent under this Agreement is expressly limited to Sections 1, 2, 3, 4, 5, 6, 7, 10, 11, 12, and 18 and to its liability under any policy of title insurance issued in regard to this transaction.

7. ESCROW FEES, CHARGES AND COSTS. Buyer agrees to pay all Buyer's and Seller's usual fees, charges, and costs which arise in this escrow.

8. FENCING. During construction, Buyer agrees that if any damage occurs to, or relocation is

required of the fence located on the property that is due to the ongoing construction, the Buyer will restore the fence to its original condition, or relocate the fence as necessary.

9. RENTAL AND OCCUPANCY BY SELLER. Seller warrants that there are no oral or written leases on all or any portion of property.

10. PERMISSION TO ENTER ON PREMISES. Seller hereby grants to Buyer, or its authorized agents, permission to enter upon the Property at all reasonable times prior to close of escrow for the purpose of making necessary or appropriate inspections. It is understood that Buyer and its contractors will indemnify Seller and hold them harmless from any and all liability for bodily injury, death and property damage arising out of or in any way connected with such inspections, and reimburse Seller for all costs, expenses and loss, including attorney's fees, incurred by them in consequence of any claims, demands and causes of action which may be made or brought against them arising out of such inspections. Buyer shall provide the Seller a forty-eight (48) written notice before entering the property. However, Buyer shall have no obligation to indemnify Seller for any loss, liability, or damage caused by the negligence of the Seller, or any of Seller's employees, agents, or authorized users, including, but not limited to, tenants, invitees or permittees.

11. COUNTERPARTS. This Agreement may be executed in counterparts, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original, and all such counterparts together shall constitute one and the same instrument.

12. CLOSING STATEMENT. Seller instructs Escrow Agent to release a copy of Seller's statement to Buyer, whose address is 311 Vernon St, Roseville, CA 95678; purpose being to ascertain if any reimbursements are due Seller.

13. LOSS OR DAMAGE TO IMPROVEMENTS. Loss or damage to the real property or any improvements thereon, by fire or other casualty, occurring prior to the recordation of the deeds shall be at the risk of Seller. In the event that loss or damage to the real property or any improvements thereon, by fire or other casualty, occurs prior to the recordation of the deeds, Buyer may elect to require that the Seller pay to Buyer the proceeds of any insurance which may become payable to Seller by reason thereof, or to permit such proceeds to be used for the restoration of the damage done, or to reduce the total price by an amount equal to the diminution in value of said property by reason of such loss or damage or the amount of insurance payable to Seller, whichever is greater.

14. EMINENT DOMAIN DISMISSAL. Seller and Buyer acknowledge that this transaction is a negotiated settlement in lieu of condemnation, and Seller hereby agrees and consents to the dismissal or abandonment of any eminent domain action in the Superior Court of the State of California in and for the County of Placer, wherein the herein described property is included and also waives any and all claims to any money on deposit in said action and further waives all attorney's fees, costs, disbursements, and expenses incurred in connection therewith. If, prior to the close of the execution of this transaction, Seller is served with a Summons and Complaint in Eminent Domain in which Seller is a named defendant, upon the closing of this transaction, Seller agrees and consents to Buyer taking a Default in said action.

15. WARRANTIES, REPRESENTATIONS, AND COVENANTS OF SELLER. Seller hereby warrants, represents, and/or covenants to Buyer that:

A. To the best of Seller's knowledge, there are no actions, suits, material claims, legal proceedings, or any other proceedings affecting the property or any portion thereof, at law, or in equity before any court or governmental agency, domestic or foreign.

B. To the best of Seller's knowledge, there are no encroachments onto the property by improvements on any adjoining property, nor do any buildings or improvements encroach on other properties.

C. Until the closing, Seller shall maintain the property in good condition and state of repair and maintenance, and shall perform all of its obligations under any service contracts or other contracts affecting the property.

D. Until the closing, Seller shall not do anything which would impair Seller's title to any of the property.

E. To the best of Seller's knowledge, neither the execution of this Agreement nor the performance of the obligations herein will conflict with, or breach any of the provisions of any bond, note, evidence of indebtedness, contract, lease, or other agreement or instrument to which Seller's property may be bound.

F. Until the closing, Seller shall, upon learning of any fact or condition which would cause any of the warranties and representations in this Section 14 (Warranties, Representations, and Covenants of Seller) not to be true as of closing, immediately give written notice of such fact or condition to Buyer.

16. HAZARDOUS WASTE. Neither Seller nor, to the best of Seller's knowledge, any previous owner, tenant, occupant, or user of the Property used, generated, released, discharged, stored, or disposed of any hazardous waste, toxic substances, or related materials ("Hazardous Materials") on, under, in, or about the Property, or transported any Hazardous Materials to or from the Property. Seller shall not cause or permit the presence, use, generation, release, discharge, storage, or disposal of any Hazardous Materials on, under, in, or about, or the transportation of any Hazardous Materials to or from, the Property. The term "Hazardous Material" shall mean any substance, material, or waste which is or becomes regulated by any local governmental authority, the State of California, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste", "extremely hazardous waste", or "restricted hazardous waste" under Section 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law), (ii) defined as "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) defined as a "hazardous material", "hazardous substance", or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) petroleum, (vi) asbestos, (vii) polychlorinated byphenyls, (viii) listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Administrative Code, Division 4, Chapter 20, (ix) designated as a "hazardous substances" pursuant to Section 311 of the Clean Water Act, (33 U.S.C. S1317), (x) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. S6901 et seq. (42 U.S.C. S6903) or (xi) defined as a

"hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, as amended by Liability Act, 42. U.S.C. S9601 et seq. (42 U.S.C. S9601).

17. COMPLIANCE WITH ENVIRONMENTAL LAWS. To the best of Seller's knowledge the Property complies with all applicable laws and governmental regulations including, without limitation, all applicable federal, state, and local laws pertaining to air and water quality, hazardous waste, waste disposal, and other environmental matters, including, but not limited to, the Clean Water, Clean Air, Federal Water Pollution Control, Solid Waste Disposal, Resource Conservation Recovery and Comprehensive Environmental Response Compensation and Liability Acts, and the California Environment Quality Act, and the rules, regulations, and ordinances of the city within which the subject property is located, the California Department of Health Services, the Regional Water Quality Control Board, the State Water Resources Control Board, the Environmental Protection Agency, and all applicable federal, state, and local agencies and bureaus.

18. INDEMNITY. Seller agrees to indemnify, defend and hold Buyer harmless from and against any claim, action, suit, proceeding, loss, cost, damage, liability, deficiency, fine, penalty, punitive damage, or expense (including, without limitation, attorneys' fees), resulting from, arising out of, or based upon (i) the presence, release, use, generation, discharge, storage, or disposal of any Hazardous Material on, under, in or about, or the transportation of any such materials to or from, the Property, or (ii) the violation, or alleged violation, of any statute, ordinance, order, rule, regulation, permit, judgment, or license relating to the use, generation, release, discharge, storage, disposal, or transportation of Hazardous Materials on, under, in, or about, to or from, the Property. This indemnity shall include, without limitation, any damage, liability, fine, penalty, punitive damage, cost, or expense arising from or out of any claim, action, suit or proceeding for personal injury (including sickness, disease, or death, tangible or intangible property damage, compensation for lost wages, business income, profits or other economic loss, damage to the natural resource or the environment, nuisance, pollution, contamination, leak, spill, release, or other adverse effect on the environment). This indemnity extends only to liability created prior to or up to the date this escrow shall close. Seller shall not be responsible for acts or omissions to act post close of this escrow.

19. CONTINGENCY. It is understood and agreed between the parties hereto that the completion of this transaction, and the escrow created hereby, is contingent upon the specific acceptance and approval from the Buyer herein.

20. WAIVER OF CLAIMS. Seller acknowledges that the acquisition of the property by Buyer is for a public purpose, and therefore, the property is otherwise subject to taking by the power of eminent domain. Seller acknowledges that this transaction is a negotiated settlement in lieu of condemnation and agrees that the purchase price to be paid herein shall constitute full and fair compensation and consideration for any and all claims that Seller may have against Buyer by reason of the acquisition, improvement, possession, use and/or occupancy of the property, and Seller hereby waives any and all claims, including, but not limited to, claims for attorney's fees, pre-condemnation damages, severance damages, business goodwill, relocation assistance, or any other claim.

21. GENERAL PROVISIONS. The terms and conditions, covenants, and agreements set forth herein shall apply to and bind the heirs, executors, administrators, assigns and successors of the parties hereto.

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

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

This Agreement contains the entire agreement between both parties, neither party relies upon any warranty or representation not contained in this Agreement.

IN WITNESS WHEREOF, the City of Roseville, a Municipal Corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. _____, adopted by the Council of the City of Roseville on the ___ day of _____, 20__, and Seller has caused this Agreement to be executed.

BUYER

CITY OF ROSEVILLE, a
Municipal Corporation

BY:_____

NAME:_____

TITLE: _____

SELLER

ANGELO SIMONE, a single man

BY: Angelo Simone

NAME: Angelo Simone

TITLE: Owner

MAILING ADDRESS OF BUYER
311 Vernon Street
Roseville, CA 95678

MAILING ADDRESS OF SELLER
1401 Mallard Lane
Roseville, CA 95661

ATTEST:

BY:_____
City Clerk

APPROVED AS TO FORM:

BY:_____
City Attorney

APPROVED AS TO SUBSTANCE:

BY:_____
Public Works Director

ATTACHMENT 1

Recorded at the Request of and:
When Recorded Return To:

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

DOCUMENTARY TRANSFER TAX: $ None

Space above this line is for Recorder's Use

___ Computed on the consideration or value of property conveyed; OR

___ Computed on the consideration or value less liens or encumbrances remaining at time of sale.

"Record without fee subject to Gov't Code 6103 Recordation required to complete chain of title and is exempt from payment of documentary tax in accordance with R&T Code 11922"

GRANT DEED

Assessor's Parcel No: 469-070-003

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **Angelo Simone, a single man ("Grantor")** hereby grants to the **City of Roseville, a Municipal Corporation ("Grantee")** all that real property together with the right title and interest in the City of Roseville, County of Placer, State of California, described in Exhibit A and shown on and delineated on Exhibit B, both of which are attached hereto and by this reference made a part hereof.

Dated: _____

Angelo Simone, a single man

By: _____

Name: _____

Title: _____

FOR: APN 469-070-003
1401 Mallard Ln, Roseville, CA 95661

EXHIBIT "A"
FEE ACQUISITION
LEGAL DESCRIPTION

A portion of that real property situate in the City of Roseville, County of Placer, State of California, in Section 7, Township 10 North, Range 7 East, Mount Diablo Meridian, being Lot 647 of that certain plat entitled "Sierra Gardens Unit No. 14" as shown on the map filed in Book K of Maps, at Page 33, Placer County Records, also being the lands of Angelo Simone as said lands are described in that certain document recorded April 23, 2013 as Document No. 2013-0039130, Official Records, Placer County Records, said real property being described as follows:

BEGINNING at a point in the southerly line of said lot, from which point the southeasterly corner of said lot bears North 80°50'24" East 336.73 feet; thence along said southerly line South 80°50'24" West 21.27 feet to the southwesterly corner of said lot; thence along the westerly line of said lot North 11°00'52" West 93.05 feet to the northwesterly corner of said lot; thence along the northerly line of said lot North 80°50'24" East 4.43 feet to a point thereon, from which point the northeast corner of said lot bears North 80°50'24" East 356.57 feet; thence leaving said northerly line South 27°41'26" East 49.05 feet to the beginning of a curve, concave westerly, having a radius of 101.50 feet; thence southerly along said curve, through a central angle of 26°35'37", an arc distance of 47.11 feet (said curve being subtended by a chord which bears South 14°23'38" East 46.69 feet) to the **POINT OF BEGINNING**.

Containing 1,543 square feet, more or less.

The bearings and distances used in the above description are based on the California Coordinate System of 1983, CCS83, Zone 2 (2010.00 Epoch). Multiply grid distances shown by 1.00006881 to obtain ground level distances.

The above-described real property is identified as "Fee Acquisition Area" on the plat labeled "Exhibit B" attached hereto and made a part hereof.

End of Description

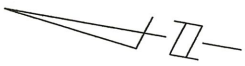
EXHIBIT "B"

NOTES:

1) THE BEARINGS AND DISTANCES SHOWN HEREON ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983 (CCS83), ZONE 2 (2010.00 EPOCH). MULTIPLY GRID DISTANCES SHOWN BY 1.00006881 TO OBTAIN GROUND LEVEL DISTANCES.
2) ALL RECORD REFERENCES ARE PLACER COUNTY RECORDS.
3) TITLE REPORT USED: PLACER TITLE COMPANY. ORDER NO. P-512244 (Version 2) DATED AUGUST 3, 2021.
4) EASEMENTS SHOWN HAVE BEEN LIMITED TO THOSE THAT ENCUMBER THE ACQUSITION AREA SHOWN.

LEGEND

o	Dimension Point
Sq. Ft.	Square feet
O.R.	Official Records
P.O.B.	Point of Beginning
(R)	Radial
— — —	Existing Road R/W Line
———	Property Line
— — — — —	Existing Easement Line
	Ingress/Egress/Maintenance Easement



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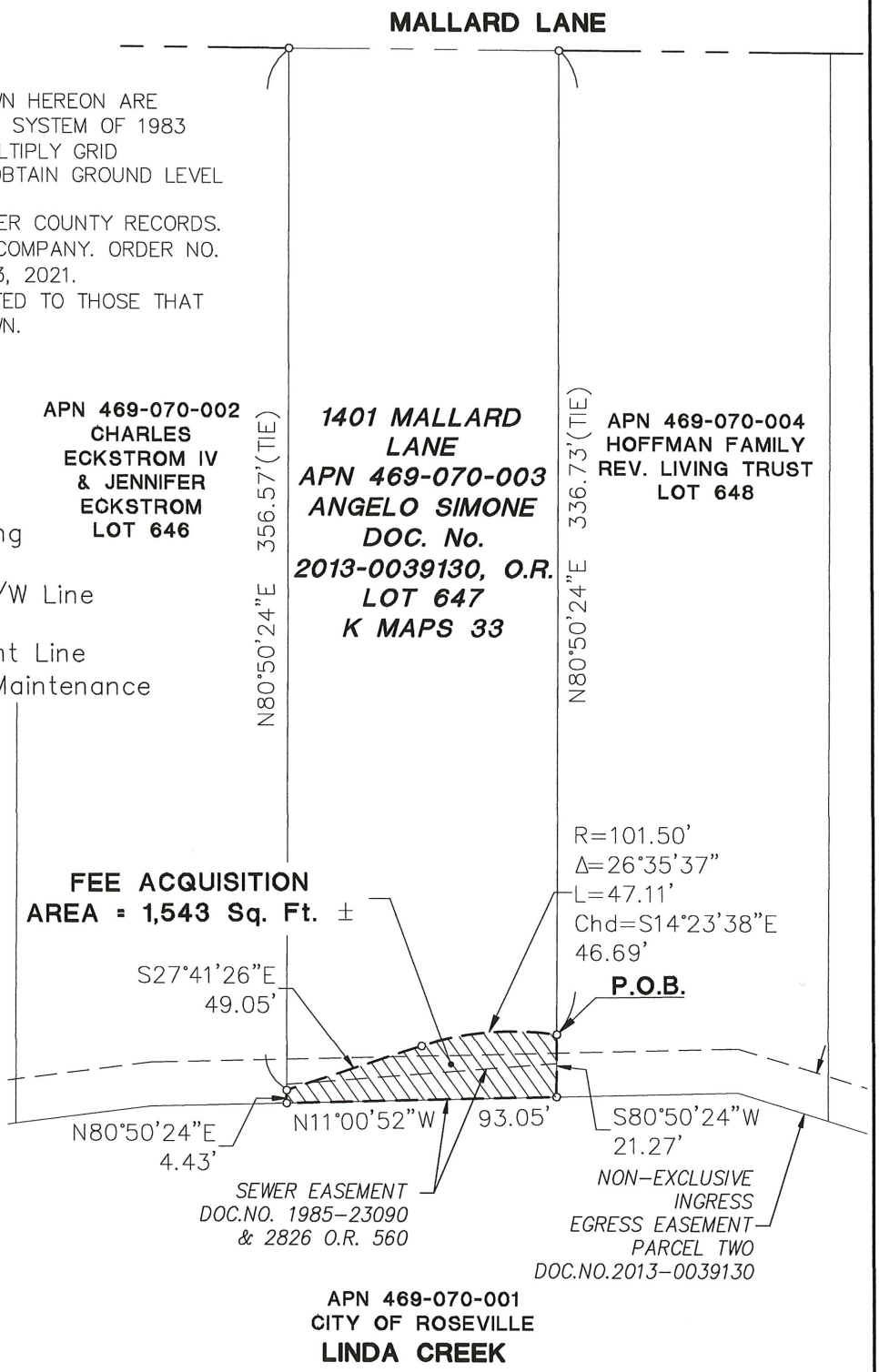
1"=60'



ANGELO SIMONE
APN: 469-070-003

CITY OF ROSEVILLE | COUNTY OF PLACER | STATE OF CALIFORNIA

DATE: 11/10/2022	SCALE: 1" = 60'
DRWN. BY: TRS CHK. BY: JAL	SHEET 1 OF 1

Plotted: Nov/10/2022 9:29 AM | By: Tim.schooss
DWG: P:\6ROS013800\SURVEY\LEGALS\APN 469-070-003\Exhibits\APN469-070-003_Fee.dwg

PSOMAS
1075 Creekside Ridge Drive, Suite 200
Roseville, CA 95678
(916) 788-8122 (916) 788-0600 (FAX)

ACKNOWLEDGMENT

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

State of California)
) ss
County of _____)

On _____ before me, _____, Notary Public
(Date) (Name of Notary)
personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
(Notary Signature)

ATTACHMENT 2

Recorded at the Request of and:
When Recorded Return To:

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

DOCUMENTARY TRANSFER TAX: $ None

___ Computed on the consideration or value of property conveyed; OR

___ Computed on the consideration or value less liens or encumbrances remaining at time of sale.

Space above this line is for Recorder's Use

"Record without fee subject to Gov't Code 6103 Recordation required to complete chain of title and is exempt from payment of documentary tax in accordance with R&T Code 11922"

NON EXCLUSIVE INGRESS/EGRESS AND MAINTENANCE EASEMENT

Assessor's Parcel No: 469-070-003

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **Angelo Simone, a single man ("Grantor")** hereby grants to the, **City of Roseville, a Municipal Corporation ("Grantee")** a non-exclusive easement for ingress/egress and maintenance purposes in, on, under, over, along and across that certain real property in the City of Roseville, County of Placer, State of California, described in Exhibit A and shown on and delineated on Exhibit B, both of which are attached hereto and by this reference made a part hereof.

Reserving unto the Grantor herein, their successors or assigns a non-exclusive easement for ingress and egress over that portion of the land described in Exhibit A and shown on and delineated on Exhibit B.

Said easement is reserved for the benefit of and is appurtenant to lots 633-638 inclusive and lots 641 through 653 inclusive, of said Sierra Gardens Unit No. 14.

Also reserving unto the Grantor herein, their successors or assigns, a non-exclusive easement in gross for ingress and egress over that portion of the land described in Exhibit A and shown on and delineated on Exhibit B, together with the right to grant and convey said easement to such persons or entities as Grantor herein may desire, without regard to number.

Grantor shall have the right to construct, repair, and maintain a fence and gate in, on, over, upon and across the pipe culvert area of the land described in Exhibit A and shown on Exhibit B. Both Grantor and Grantee shall have gate access and the right for ingress and egress to said area. Grantor hereby acknowledges that the Grantee's maintenance responsibilities is reserved only for the maintenance of City-owned facilities. Grantor shall be responsible for the maintenance of the fence and the two gates. Grantee shall provide Grantor with a forty-eight (48) written notice before beginning entering the Easement Area.

Dated: _____

Angelo Simone, a single man

By: _____

Name: _____

Title: _____

FOR: APN 469-070-003
1401 Mallard Ln, Roseville, CA 95661

EXHIBIT "A"
INGRESS/EGRESS/MAINTENANCE EASEMENT
LEGAL DESCRIPTION

A portion of that real property situate in the City of Roseville, County of Placer, State of California, in Section 7, Township 10 North, Range 7 East, Mount Diablo Meridian, being Lot 647 of that certain plat entitled "Sierra Gardens Unit No. 14" as shown on the map filed in Book K of Maps, at Page 33, Placer County Records, also being the lands of Angelo Simone as said lands are described in that certain document recorded April 23, 2013 as Document No. 2013-0039130, Official Records, Placer County Records, said real property being described as follows:

BEGINNING at a point in the southerly line of said lot, from which point the southeasterly corner of said lot bears North 80°50'24" East 336.73 feet, said point also being the beginning of a non-tangent curve, concave westerly, having a radius of 101.50 feet, to which beginning a radial line bears North 88°54'11" East; thence from said point of beginning, leaving said southerly line, along said curve through a central angle of 26°35'37", an arc distance of 47.11 feet (said curve being subtended by a chord which bears North 14°23'38" West 46.69 feet); thence North 27°41'26" West 49.05 feet to a point on the northerly line of said lands, from which point the northeast corner of said lot bears North 80°50'24" East 356.57 feet; thence northeasterly along said northerly line North 80°50'24" East 15.82 feet to a point thereon; thence leaving said northerly line South 27°41'26" East 9.14 feet; thence North 83°43'30" East 15.70 feet; thence South 27°41'26" East 17.11 feet; thence South 43°25'38" West 15.45 feet; thence South 27°41'26" East 7.03 feet to the beginning of a curve, concave westerly, having a radius of 116.50 feet; thence southerly along said curve, through a central angle of 25°32'59", an arc distance of 51.95 feet (said curve being subtended by a chord which bears South 14°54'56" East 51.52 feet) to a point on said southerly line; thence along said southerly line South 80°50'24" West 15.13 feet to the **POINT OF BEGINNING**.

Containing 1,770 square feet, more or less.

The bearings and distances used in the above description are based on the California Coordinate System of 1983, CCS83, Zone 2 (2010.00 Epoch). Multiply grid distances shown by 1.00006881 to obtain ground level distances.

The above-described real property is identified as "Ingress/Egress/ Maintenance Easement" on the plat labeled "Exhibit B" attached hereto and made a part hereof.

End of Description

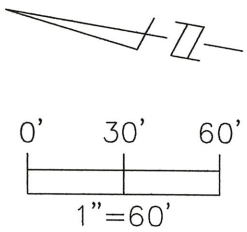
EXHIBIT "B"

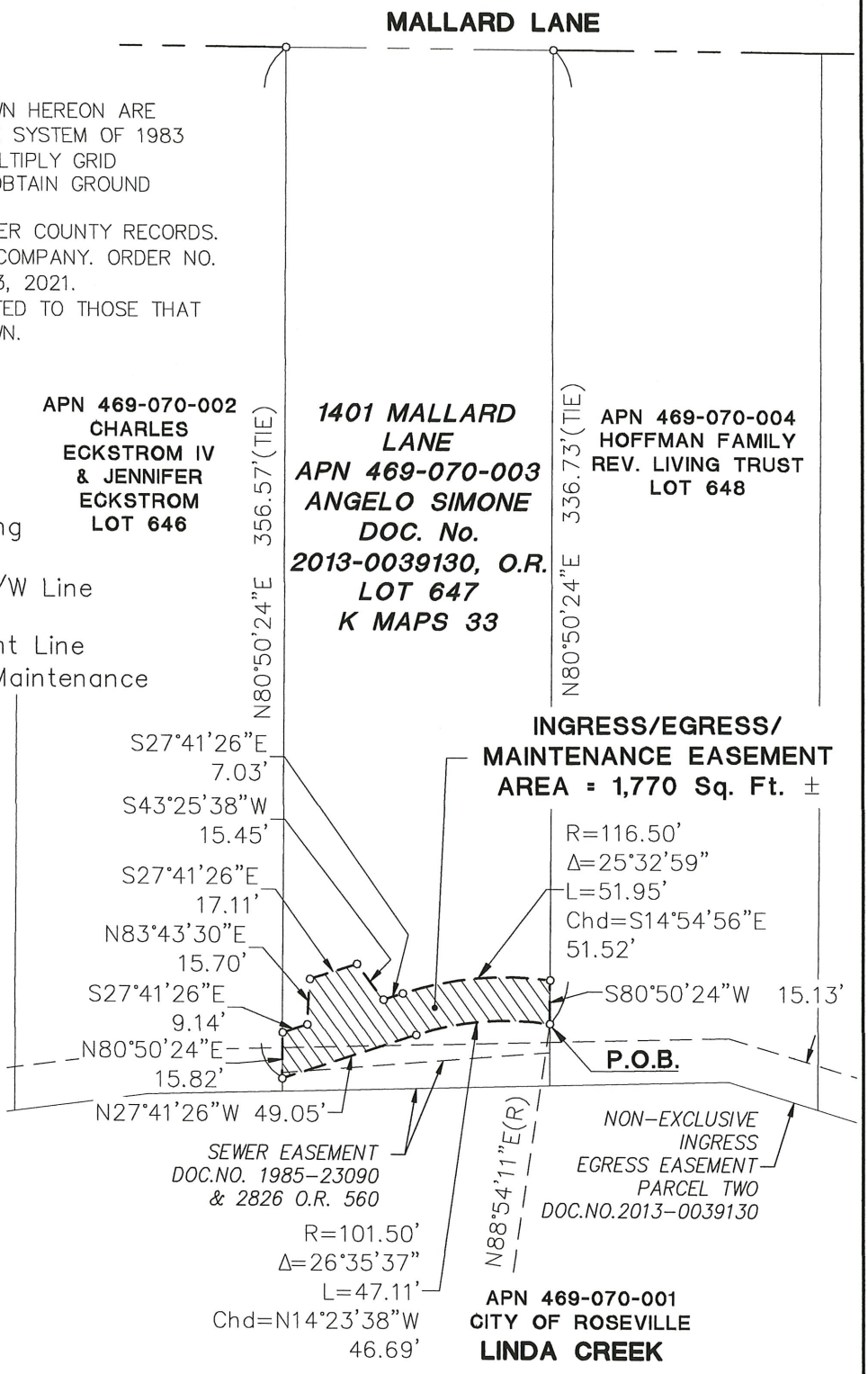
NOTES:

1) THE BEARINGS AND DISTANCES SHOWN HEREON ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983 (CCS83), ZONE 2 (2010.00 EPOCH). MULTIPLY GRID DISTANCES SHOWN BY 1.00006881 TO OBTAIN GROUND LEVEL DISTANCES.
2) ALL RECORD REFERENCES ARE PLACER COUNTY RECORDS.
3) TITLE REPORT USED: PLACER TITLE COMPANY. ORDER NO. P-512244 (Version 2) DATED AUGUST 3, 2021.
4) EASEMENTS SHOWN HAVE BEEN LIMITED TO THOSE THAT ENCUMBER THE ACQUSITION AREA SHOWN.

LEGEND

o	Dimension Point
Sq. Ft.	Square feet
O.R.	Official Records
P.O.B.	Point of Beginning
(R)	Radial
— — —	Existing Road R/W Line
———	Property Line
— — — — —	Existing Easement Line
	Ingress/Egress/Maintenance Easement





ANGELO SIMONE
APN: 469-070-003

CITY OF ROSEVILLE | COUNTY OF PLACER | STATE OF CALIFORNIA

DATE: 11/10/2022	SCALE: 1" = 60'
DRWN. BY: TRS CHK. BY: JAL	SHEET 1 OF 1

Plotted: Nov/10/2022 9:01 AM | By: Tim.schooss
DWG: P:\6ROS013800\SURVEY\LEGALS\APN 469-070-003\Exhibits\APN469-070-003_Access.dwg

PSOMAS
1075 Creekside Ridge Drive, Suite 200
Roseville, CA 95678
(916) 788-8122 (916) 788-0600 (FAX)

ACKNOWLEDGMENT

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

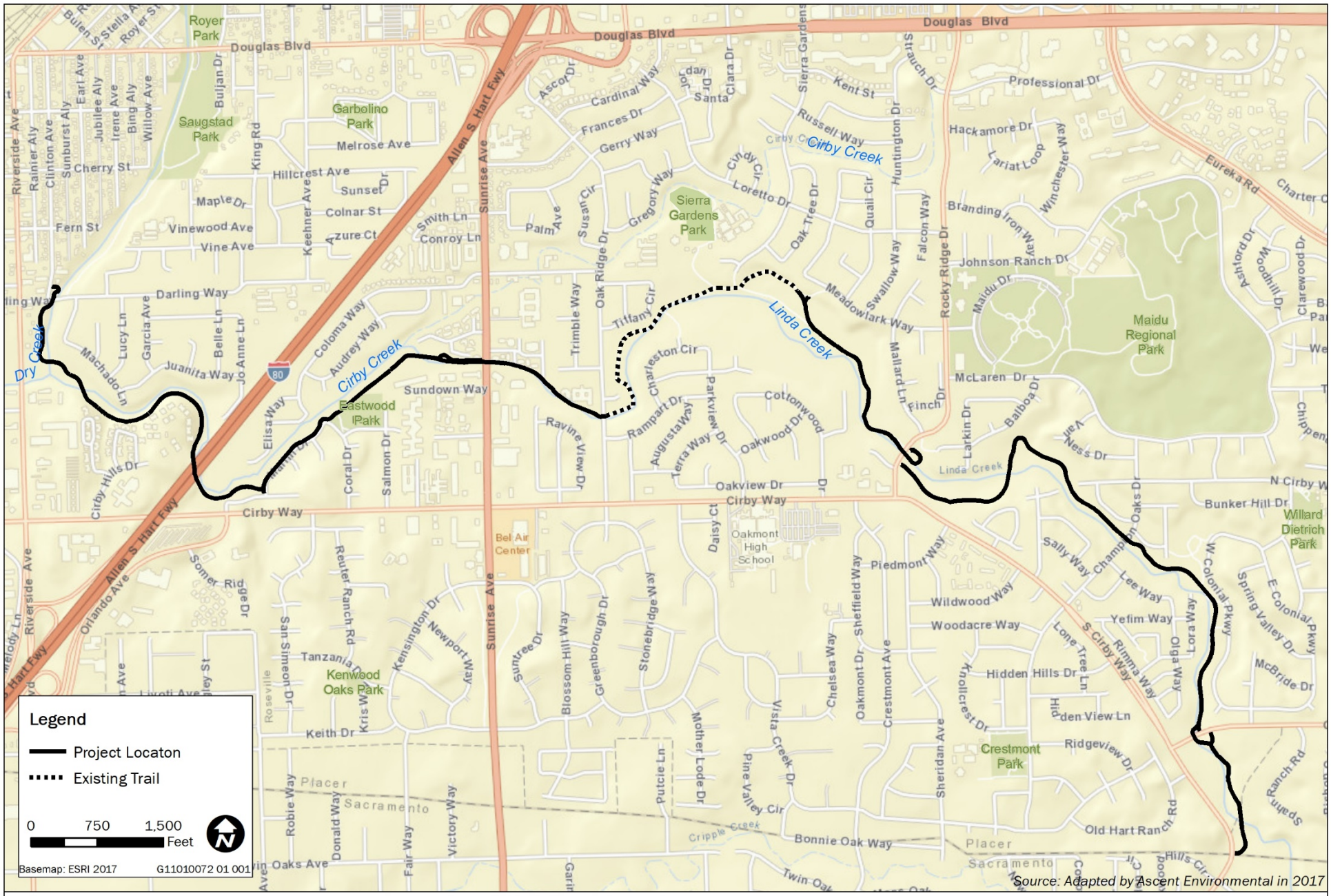
State of California)
) ss
County of _____)

On _____ before me, _____, Notary Public
(Date) (Name of Notary)
personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
(Notary Signature)



Dry Creek Greenway East Trail

Project Location

ASCENT ENVIRONMENTAL

COUNCIL COMMUNICATION

CC #: 2413
File #: 0900-04-02

Title:	Washington Boulevard/Andora Bridge Widening Phase 1 (Washington Boulevard Bikeway and Pedestrian Pathways Project) - Notice of Completion
Contact:	Karen Vences 916-746-1300 kavences@roseville.ca.us

Meeting Date: 12/7/2022
Item #: 6.26.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council accept the Washington Boulevard Bikeway and Pedestrian Pathways Project as complete and adopt a resolution authorizing the Public Works Director to execute the Notice of Completion.

BACKGROUND

The Washington Boulevard Bikeway and Pedestrian Pathways Project widened Washington Boulevard from Sawtell Road to just north of Kaseberg Drive, and from just north of the Andora Underpass to Pleasant Grove Boulevard. Additionally, the project constructed a multi-use path on the east side of Washington Boulevard from just north of All America City Boulevard to the existing path at the Andora Undercrossing, installed a new traffic signal at Kaseberg Drive, and improved pedestrian and bicycle crossings at existing traffic signals along Washington Boulevard between Junction Boulevard and Pleasant Grove Boulevard. The Washington Boulevard Bikeway and Pedestrian Pathways Project improvements were evaluated in the Washington Boulevard/Andora Bridge Improvement Project EIR, certified by City Council on October 23, 2019 (SCH No. 2016092028).

The Public Works Engineering Division has made the final inspection of the Washington Boulevard Bikeway and Pedestrian Pathways Project and has found the work to be completed in accordance with the improvement plans and specifications. The project is now ready for acceptance. As required by the specifications, the contractor will guarantee the installation of all improvements for a period of 12 months from the date of the Notice of Completion.

FISCAL IMPACT

The project was funded by an Active Transportation Program grant; a Congestion Mitigation Air Quality grant; Local Transportation Funds, Electric Funds - Traffic Signal Maintenance, and Traffic Mitigation Fund resources. No General Fund resources were used for this project.

The final accounting of project costs is ongoing, and staff will be submitting the final reimbursement request to Caltrans for the various grant fund sources in the coming weeks. No additional City resources will be required.

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 the Washington Boulevard Bikeway and Pedestrian Pathways Project as complete meets the above criteria and is not subject to CEQA. No additional environmental review is required.

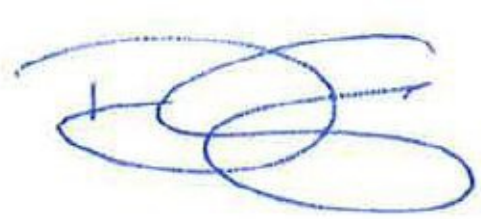
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

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

Respectfully Submitted,

Karen Vences, Assistant Engineer

Jason Shykowski, Public Works Director



_____
Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 22-423

NOC

Location Map

RESOLUTION NO. 22-423

ACCEPTING THE PUBLIC WORK KNOWN AS THE WASHINGTON BOULEVARD/ANDORA BRIDGE WIDENING PHASE 1 (WASHINGTON BOULEVARD BIKEWAY AND PEDESTRIAN PATHWAYS PROJECT), APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING THE PUBLIC WORKS DIRECTOR TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE

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

1. The "Notice of Completion" on file in the City Clerk's Department relative to that public work known as the Washington Boulevard/Andora Bridge Widening Phase 1 (Washington Boulevard Bikeway and Pedestrian Pathways Project), has been approved and the public work accepted.

2. The Public Works Director is hereby authorized and directed to execute said Notice on behalf of the City of Roseville.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

RECORDING REQUESTED BY AND WHEN
RECORDED MAIL TO:

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

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

NOTICE OF COMPLETION

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

The direct/general contractor on said project was _____.

The surety on said project was _____

_____.

_____

City of Roseville
Owner

ATTEST:

_____
Carmen Avalos, City Clerk

State of California)
County of Placer)

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

_____

City of Roseville

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

State of California)
County of Placer)

Subscribed and sworn to (or affirmed) before me on this _____ day of _____,

20___, _____

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

_____

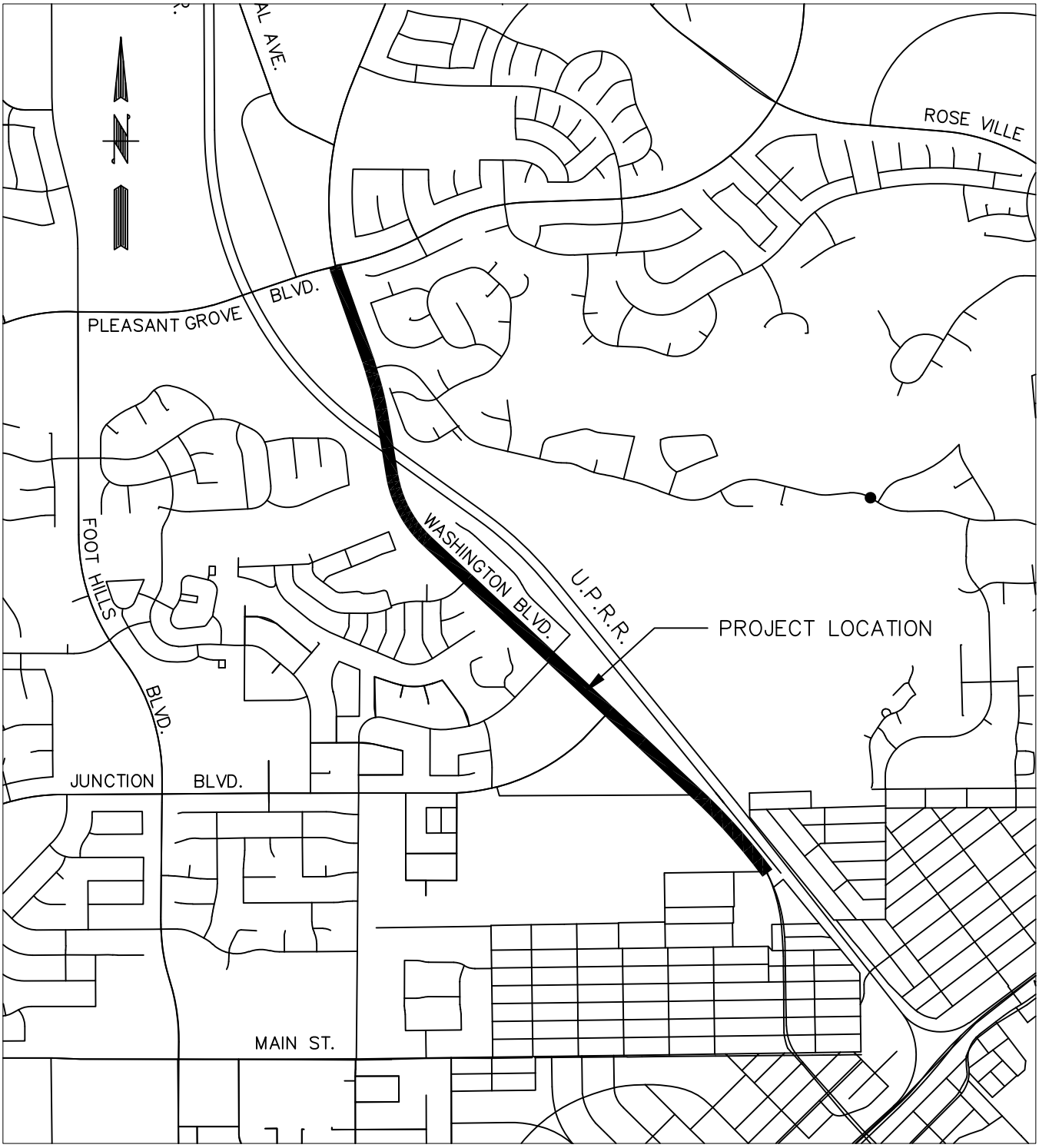
Place Notary Seal and/or Stamp Above

Signature of Notary Public

CITY OF ROSEVILLE CALIFORNIA
Public Works

WASHINGTON BLVD BIKEWAY AND PEDESTRIAN PATHWAYS PROJECT

LOCATION MAP



COUNCIL COMMUNICATION

CC #: 2430
File #: 0704

Title:	Park and Landscape Maintenance - Services Agreement Amendment
Contact:	Eric Dexter 916-746-1769 edexter@roseville.ca.us

Meeting Date: 12/7/2022
Item #: 6.27.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution to approve a Second Amendment to Park and Landscape Maintenance Services Agreement with Cagwin & Dorward, and authorize the City Manager to execute it on behalf of the City.

BACKGROUND

The Parks, Recreation & Libraries (PRL) Department has the ongoing responsibility to maintain parks and landscapes throughout the City. This work is completed with a combination of internal staff and external contractors. PRL also collaborates with the Environmental Utilities, Police, Fire, Roseville Electric and Public Works Departments as partners on the parks and landscape maintenance services contract to meet their specific landscaping needs. The maintenance of parks, streetscapes and facility landscaping enhances the Roseville community as well as provides a safe environment for the public.

On July 13, 2018, a Request for Proposals (RFP) was released for parks and landscape maintenance services for City parks, streetscapes and facility landscaping. The RFP consisted of service level standards, various exhibits and bid maps. Every area of the City was broken down by district and funding source. Costs for parks were detailed out to include base costs for turf care, pruning, irrigation and porter services separately. This ensured thorough cost proposals and allows more flexibility in the application of the contracts to meet ever changing conditions. Two contractors were chosen to provide these services. As the City grows, parks and landscape maintenance services continue to be evaluated based on budget and service level expectations.

On May 31, 2021 it was decided to terminate the contract with one of the contractors. This result was the need to amend the first contract for Parks & Landscape Service Contract with Cagwin & Dorward, LLC to maintain those areas that were previously under the terminated contractor. This First Amendment expires December 31, 2022, and thus the need for a Second Amendment.

FISCAL IMPACT

The contract cost for Cagwin & Dorward, LLC will have a total not-to-exceed amount of $13,295,000 through the contract end date of December 31, 2024. A total of $12,231,000 is for routine maintenance work, extra work and projects, while $1,064,000 is the estimated amount needed for future parks, streetscapes, and facilities. The funding for each year's annual maintenance contract will be included in the Parks, Recreation and Libraries, Public Works, Roseville Electric, Environmental Utilities, and Community Facilities District (CFD) and Landscape and Lighting District (LLD) operating budgets. Contract authority will be limited to amounts as approved in each fiscal year's budget.

ENVIRONMENTAL REVIEW

CEQA Class 1 - The proposed project involves the minor alteration of existing facilities. This activity is categorically exempt from CEQA as a Class 1 Exemption (State CEQA Guidelines Section 15301). The Exemption was prepared as part of the original agreement and no further CEQA action is required.

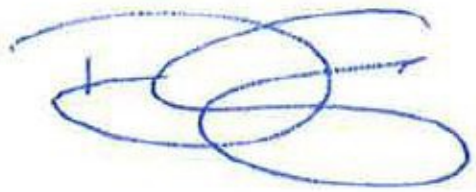
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal A - Remain fiscally responsible in a changing world
Goal C - Maintain a safe and healthy community
Goal E - Deliver exceptional City services
Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Eric Dexter, Park, Recreation & Libraries Superintendent

Jill Geller, Parks, Recreation & Libraries Director



_____
Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 22-442

Signed Amendment

CEQA exemption

RESOLUTION NO. 22-442

APPROVING A SECOND AMENDMENT TO PARK AND LANDSCAPE MAINTENANCE SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND CAGWIN & DORWARD, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Second Amendment to Park and Landscape Maintenance Services Agreement, by and between the City of Roseville and Cagwin & Dorward, has been reviewed by the Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

SECOND AMENDMENT TO

PARK AND LANDSCAPE MAINTENANCE SERVICES AGREEMENT

Parks, Recreation & Libraries

THIS SECOND AMENDMENT TO AGREEMENT is made and entered into this ___ day of _____, 20__, by and between the City of Roseville, a municipal corporation ("CITY"), and Cagwin & Dorward, a California limited liability company ("CONTRACTOR"); and

W I T N E S S E T H:

WHEREAS, CITY and CONTRACTOR previously entered into a Park and Landscape Maintenance Services Agreement dated December 5, 2018 and amended on July 21, 2021 ("Agreement") regarding Park and Landscape Maintenance Services ("Project"); and

WHEREAS, CITY desires to amend the Agreement; and

WHEREAS, CONTRACTOR is willing and able to continue providing park and landscape maintenance services.

NOW, THEREFORE, the parties agree as follows:

1. Paragraph 1 of the Agreement is amended by adding an additional paragraph to read as follows:

"CITY is exercising its option to extend the term of the Agreement for an additional two year period commencing upon execution and ending on December 31, 2024."

2. Exhibit “B” to the Agreement is hereby replaced with Exhibit “B” to this Second Amendment to Agreement, attached hereto and incorporated herein by reference, which reflects additional maintenance expectations.

3. Exhibit “C” to the Agreement is hereby replaced with Exhibit “C” to this Second Amendment to Agreement, attached hereto and incorporated herein by reference, which reflects updated rates for the term of the Second Amendment to Agreement.

4. Paragraph 3 of the Agreement is amended by adding an additional paragraph to read as follows:

> “Compensation for the Second Amendment to Agreement shall not exceed twelve million, two hundred thirty-one thousand dollars ($12,231,000). Compensation for changes in the work as may be directed in writing by CITY shall not exceed one million, sixty-four thousand dollars ($1,064,000). Total compensation for the entire Second Amendment to Agreement shall not exceed thirteen million, two hundred ninety-five thousand dollars ($13,295,000) through the contract end date of December 21, 2024.”

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

> “In the event CITY exercises its option to modify CONTRACTOR’s areas of responsibility, CITY will provide notice to CONTRACTOR of the change(s) within five (5) business days.”

6. All other provisions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Second Amendment to Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. _____, adopted by the Council of the City of Roseville on the ___ day of _____, 20__, and CONTRACTOR has caused this Second Amendment to Agreement to be executed.

(SIGNATURES ON NEXT PAGE)

CITY OF ROSEVILLE, a
municipal corporation

BY: _____
DOMINICK CASEY
City Manager

ATTEST:

BY: _____
CARMEN AVALOS
City Clerk

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____
JILL GELLER
Parks, Recreation and Libraries Director

CAGWIN & DORWARD, a
California limited liability company

BY: _____

its: President

and

BY: _____

its: Corp. Secretary

EXHIBIT “B”

CITY OF ROSEVILLE CALIFORNIA
Parks, Recreation & Libraries

PARKS & LANDSCAPE MAINTENANCE SERVICE LEVELS CONTRACTOR EDITION

2022 EDITION

Revised October 2022

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Goals

City of Roseville

- A high quality of life for our residents, businesses and visitors
- Fiscal soundness
- Safe and stable infrastructure

Parks, Recreation & Libraries

Enhance lives and the community by providing exceptional experiences for Roseville residents, businesses and visitors through our parks, recreation and libraries' facilities

Parks Division

Create and maintain **safe, clean and green** public spaces

Priorities shall be defined based on "safe, clean and green". When faced with two or more competing tasks, tasks associated with public or staff safety shall be the first priority, tasks associated with cleanliness shall be second and tasks that are aesthetic in nature shall be third.

DEFINITIONS

Turf:	Grass and the surface layer of soil held together by its roots.
Weed:	Any wild plant growing where it is not intended, designed, or desired to be and is growing in competition with cultivated plants.
Component:	Any part or aspect of a system that relies on each part to be complete. Examples include a slide is part of a play structure or a valve box is part of an irrigation system.
Site Furniture:	Park elements that are placed for the convenience or comfort of the user, such as, a drinking fountain, picnic table or bench.
Access Restriction:	A structure, such as a bollard, fence or gate, built to bar passage by either a vehicle or pedestrian.
Beds:	Landscape planters or non-turfed (planted) areas.
Bare Areas:	Area within the turf area where there is no living plant material.
Undeveloped Park Sites:	Portions of a park, slated for future development, but as yet, do not have any constructed improvements.
Natural Areas:	Areas within a developed park, but are set aside to remain undeveloped because of a valued natural resource.

BASIC MAINTENANCE

The Park, Recreation & Libraries Department has established a base level of maintenance which shall be universally applied to all parks, facilities and streetscapes, unless otherwise noted. In all cases, defects that pose a safety concern shall be reported immediately upon discovery.

IRRIGATION

Irrigation systems and the associated components shall be maintained to ensure public safety and full functionality. The irrigation system shall be managed to ensure proper soil moisture and reduce visible stress of turf or landscaping without disrupting the user's experience, through efficient use of water.

1. **Public Safety:**
    a. There shall be no standing water in turf, landscaped areas or on pavement.
    b. Nuisance run-off on or across paved areas due to irrigation shall be eliminated. This creates algae and slippery surfaces.
    c. Blown heads which create divots or holes in playing or walking surfaces shall be immediately repaired and backfilled.
    d. Tripping hazards due to stuck sprinkler heads, sunken valve boxes, etc. shall be repaired.
    e. Overspray onto walkways, fences, walls, roadways or other areas where irrigation is not watering turf or landscaping, shall be prohibited.
    f. In cases where repairs require a longer lead time to address, the impacted area shall be properly cordoned off.

2. **Water Management:**

    Irrigation systems shall be programmed to comply with current and applicable Water Efficient Landscape Ordinances (WELO).

    a. **Park areas:**
        i. There is a required weekly site walk to spot check the irrigation system. Adjustments to the system shall be made prior to the next watering cycle.
        ii. A full irrigation system check shall be performed prior to the start of the irrigation season (March – November). Monthly system checks shall be performed to maintain the system during the season. Repairs shall be completed prior to the next scheduled watering period. This shall include flushing of drip systems.

    b. **Streetscapes:**
        i. A full irrigation system check shall be performed during the growing season, at minimum at the start of the growing season (March), mid-way through the growing season (June/July), and at the end of the growing season (November). This shall include flushing of drip systems.

TURF CARE

All turf areas shall support the designed uses such as curb appeal and/or informal/non-programmed or formal/programmed recreational use. Turf shall be an even surface, with uniform green color during the growing season. The soil moisture level shall be consistent throughout the turfed area, and shall be free of standing water. Bare areas and weeds shall not exceed defined tolerance levels.

1. **Maintained Turf heights**:
    a. Based on assigned service level.
    b. At no time shall mowing remove more than 1/3 of the leaf blade.

2. **Mowing**:
    a. Mowing frequencies will be a minimum of one (1) time per week from March through October and bi-monthly from November through February or as needed to prevent clumping.
    b. Mulch mowing is the required method, unless otherwise approved.
    c. Mowing patterns should be alternated to avoid ruts and compaction.

3. **Edging**:
    a. Edging frequency will be based on assigned service level.
    b. Edging along hardscape shall utilize a blade edger.
    c. Edging along valve boxes, utility boxes, poles, etc. shall utilize a string trimmer.

4. **Bare areas**: Shall be no more than 15% of the total turfed area in a dedicated sports fields. All other areas shall be based on service level.

5. **Weeds**: Tolerance level shall be based on service level.

6. **Aeration**: Frequency is based on service level.

7. **Seed or sod repairs:** Maintain an acceptable turf stand. Repair of turf shall be in the form of either seed or sod depending on the actual use and the schedule of activity at the location. Timing shall be coordinated with area Supervisor.

8. **Fertilizer**: Fertilizers shall be applied to ensure the health of the turf. Fertilization will be completed as extra work.

LANDSCAPE AREAS: GROUND COVER, PLANTER BEDS and BIO-SWALE PLANTERS

All plants shall be maintained in a healthy and attractive condition. Landscaping shall also be maintained to provide secondary functions such as natural barriers, pollution/dust control and/or erosion control.

1. **Removal and replacement of plant material**: Dead, stunted or severely damaged plant material shall be removed within thirty (30) days of discovery. Replacement planting shall occur in the Spring or Fall seasons and shall be comparable in size to the lost or original plant, up to a maximum of thirty-six inch (36”) boxed specimen, unless otherwise approved.

2. **Median plant maintenance**: At un-signalized left turn lanes, plant material shall be maintained at twelve inches (12”) or lower for a minimum distance of 175 feet as measured from the nose of the median.

3. **Trimming**: Pruning of shrubs shall be consistent with horticultural standards. Focus shall be on the removal of dead or diseased material, thinning for natural structure/form, and rejuvenation pruning to ensure the health of the plant. Shearing, other than hedges and groundcover edging, shall be limited in use.

    a. Trimming of plant material shall be based on service level. The frequency may increase depending on the plant species and the location.
    b. Ground cover shall be edged as needed to prevent plant growth from extending beyond curbs, sidewalks, roadways, buildings, and turfed edges.
    c. Hedges along sound walls shall be maintained to within one (1) foot below the top of the adjacent wall or fence.
    d. Vines shall be maintained to prevent growth over a wall and onto private property.
    e. Plants shall be maintained to ensure proper irrigation functionality and proper coverage.
    f. Ornamental grasses and perennial monocots shall be pruned at the end of the growth season to promote new growth and remove dead debris.
    g. Bio-swales - Shrubs will be pruned to eliminate encroachment into parking lots and walk areas. Trimming of the ground covers or filter plantings will only be on a request basis by City staff not to exceed two (2) times per year. Bio-swales are located at various locations.
    h. Hard Fescue that is located in parks, trails, and bio-swales will need to have seed head cut back two (2) times per year in the spring and fall pursuant to coordination with a Parks Supervisor.

4. **Annuals:** Seasonal color through the planting of flowers shall be installed to completely and evenly fill the planting space. Dead heads, blank spots, and other defects shall not detract from aesthetic of the planting area. Beds shall be weeded and detailed a minimum of once every two (2) weeks.

5. **Bark mulch**: Replenishment will be discussed and evaluated at an annual review. If bark mulch needs to be added, this would be deemed extra work and billed accordingly.

6. **Weeds**: Weed control in all areas shall be prevented and/or treated to not exceed service level tolerance for the location.

TREES

Trees shall be maintained using International Society of Arboriculture standards in order to ensure public safety, in addition to the overall health and structural integrity of the tree. Trees shall conform to the general shape and height of the species.

1. **Pruning**: Tree limbs shall be pruned at height of eight feet (8') or higher for pedestrian clearance over sidewalks, pathways and trails and fifteen feet (15') or higher over streets and roadways. See Attachment A, Tree Pruning Standards.

2. **Staking**:
    a. Young trees shall be properly staked to encourage a straight trunk (growth) and until roots are firmly established.
    b. Proper staking is detailed in the Parks Construction Standards (link provided at end of this document).
    c. Once tree is firmly established, stakes shall be completely removed with no protrusion above finish grade or voids/holes in the soil.
    d. Trees must be straight.
    e. Ties on the stakes shall be checked periodically to ensure they are adjusted properly.
    f. Tight or damaged ties or stakes shall be replaced or repaired.

3. **Removal and Replacement**: All severely or irreparably damaged trees shall be removed within thirty (30) days of notice. This includes removal of tree stumps and/or surface roots. Replacement of trees shall be during the Spring or Fall seasons, unless otherwise approved.

4. **Tree Wells**:
    a. Shall be weed free.
    b. A well-defined radius of three feet (3') diameter around the tree trunk shall be maintained for trees located in turf.
    c. Use of mechanical controls, such as string trimmers, shall be utilized in a manner to prevent scarring of the tree.
    d. No mulch for tree wells located in turf.

PORTERING

All maintained areas shall have a clean appearance. Portering services may be performed by City staff and/or Contractor staff. Please be aware of the standards below for any park or area where portering is assigned to a contractor.

Portering refers to the following items which are described in more detail below:

- Vandalism and Graffiti
- Litter/Trash Receptacle Servicing
- Unpaved or Paved Surfaces
- Access Restrictions
- Playgrounds
- Sports Facilities

1. <u>Vandalism and Graffitti</u>

All park assets shall be maintained to ensure proper functionality and shall be free of hazards.

a. **Vandalism:** All damage cause by vandalism shall be immediately reported upon discovery. Repairs related to safety will be addressed within twenty-four (24) hours of report.

b. **Graffiti:** All public assets shall be free of graffiti. Upon discovery, photo document the graffiti and send to Parks Supervisory team. Obscene graffiti must be cleaned or covered immediately.

c. **Temporary Closures:** In situations where vandalized components pose a risk to public safety or alter the intended use, the area shall be cordoned off to prevent public use. A sign indicating the component is temporarily closed for public use shall be posted on site. Any temporary closure shall be immediately reported to the Parks Supervisory team.

2. Litter/Trash Receptacle Servicing

All maintained areas shall have a clean appearance and be free of litter, trash or debris after service is completed.

a. **Hazardous debris/litter**:
    i. Remove hazardous debris immediately upon discovery.

b. **Trash receptacles**:
    i. Shall not be more than 2/3 full.
    ii. Shall not have a foul odor.

c. **Frequency:** Servicing of trash receptacles shall occur a minimum of two (2) days per week or three (3) non-consecutive days per week based on service level.

3. Paved and Unpaved Surfaces

Paved and unpaved surfaces shall be maintained to ensure public safety and cleanliness. Surfaces shall be smooth, less than one-quarter inch (1/4") height difference between panels, contain no "bird baths," and be free of weeds, algae, debris, litter, bark, engineered wood fiber or other friable material.

Paved or impervious surfaces: Examples include concrete or asphalt pathways, picnic areas, asphalt parking lots, brick or pavers mortared in place, etc. These surfaces shall be inspected monthly for cracks and raised areas. Tripping hazards shall be immediately reported and repaired.

Unpaved or pervious surfaces: Examples include decomposed granite pathways, gravel parking lots, pervious concrete, bricks or pavers set in sand, pea gravel areas within parks, etc. These surfaces shall be inspected two (2) times a year. Holes, divots, cracks and bare areas shall be filled, repaired or replenished upon discovery.

4. **Playgrounds**

All play equipment and associated resilient surfacing shall be maintained to ensure overall safety and functionality.

a. **Resilient surfacing**:
    i. Friable surfaces: Examples are sand or engineered wood fiber. These surfaces shall be raked smooth a minimum of three (3) non-consecutive days per week to achieve a consistent distribution of material across the entire area within the containment area or as needed. The minimum thickness of material shall be twelve inches (12”). Emphasis shall be placed on high use zones such as swings, slide exits, entry steps, etc.

    ii. Poured-in-place rubber surfacing shall be free of holes or cracks no larger than a two inches (2”) in diameter +/-.

b. **Removal of unwanted material:**

Unwanted material or debris that impact the safety, cleanliness or functionality of the play space shall be removed immediately upon discovery.

5. **Sports Facilities**

Sports facilities include softball fields, baseball fields, soccer fields, horseshoe pits, and outdoor sports courts (basketball, tennis, pickle ball, bocce ball, volleyball, etc.

a. **Sports court surfaces:** Surfaces shall be cleaned a minimum of two (2) times per month to prevent buildup of sand, leaves, bark mulch, gravel, etc.

b. **Basketball:** Backboards, rims and nets will be clean, free of holes or tears and in good working condition.

c. **Horseshoe courts:** Backboards and fences shall be in good condition. Rake and fill holes, divots or cracks as needed to prevent trips and falls.

d. **Sand volleyball courts:** Sand shall be raked smooth on a bi-weekly basis, be replenished as needed and be weed free.

e. **Dedicated softball/baseball fields:** Infields and warning tracks shall be essentially weed free throughout year. Low areas in turf and infields shall be filled upon discovery.

Backstops, sideline fences, dug-outs and safety netting shall be free of holes, protruding pieces or broken components

6. **Park Signage**

    a. Visibility of all signage including park identification signs, playground rules, park rules, park namesake biography signs, kiosks, interpretive signs, etc. shall be clear of obstructions such as tree limbs, shrubs or other plant material.
    b. Text on signs shall be legible and colors shall be consistent.
    c. Signs shall be securely mounted and located at key points or sight lines for clear visibility.

7. **Water Features**

    a. All water features shall be clean and free of litter and debris.

ESTABLISHMENT PERIOD

When a newly constructed streetscape, Park, or renovated landscape has been completed there shall be a six-month period of maintenance at a higher level to allow for the plants to mature and become established. The expectations for the first 6 months should include:

a. Continued adjustment of the irrigation schedule to match the plant needs, especially water-wise species, soils type, and season
b. Soil probing to measure moisture and ensure the establishment of plants and trees
c. Immediate notification of challenges should there be an issue that needs to be addressed on the construction end.
d. Maintaining the site weed-free

SERVICE LEVELS

The chart below outlines differences in allowable tolerances based on the four service levels. Each park or streetscape is assigned a service level and the Contractor is expected to provide maintenance at that level unless otherwise noted. Tasks not listed in the chart below shall be maintained at the basic maintenance level described above.

	Premium	Standard	Core	Low
Turf Care				
Maintained between: Warm season (Bermuda) Cool season (Fescue & Bluegrass)	 1”-2” 2”-3.5”	 1”-2.5” 2”-3.5”	 1”-2.5” 2”-4”	 1”-2.5” 2.5”-4.5”
Bare Areas	None	up to 15%	Up to 30%	Up to 40%
Edging	Every other week	One every 3 weeks	Once per month	None
Weeds	None (street frontages, play/picnic areas, etc.)	No more than 20%	No more than 40%	No more than 60%
Aeration	2x/year (minimum)	1x/year & as needed	1x/year	None
Landscaping & Trees				
Hedge pruning	At top of fence/wall	Within 1’ under top of wall/fence	No more than 1’ over top of fence/wall	Acceptable
Missing plant material (includes trees)	None	None within high visibility areas	In limited areas (up to 20%)	Acceptable
Weeds	None	None within high visibility areas	In limited areas (up to 25%)	1-4 applications per year as budget allows
Pruning Shrubs	3/x year (Minimum)	3/x year (Minimum)	2/x per year	1/x per year
Portering Services (Parks)				
Litter/Trash Receptacle Servicing	Daily	3 non-consecutive days/week	2x/week	2x/month
Playground and Sports Facility Raking	4 days/week	3 non-consecutive days/week	2 non-consecutive days/week	1 time per week
Sports Courts	4 times/month	2 times/month	1 time/month	None

City of Roseville Parks, Recreation & Libraries Parks Design & Construction Standards can be found on our website at www.roseville.ca.us/parksintheworks.

Attachment A
2016 City of Roseville
Tree Pruning Standards & Tree Maintenance Standards

All work shall be performed under the on-site supervision of a licensed and experienced ISA Certified Arborist and Qualified Tree Risk Assessor (TRAQ).

All work shall conform to the current Standards and Best Management Practices of:

- American National Standards Institute (ANSI) A300 for Tree Care Operations- Standard Practices for Tree Pruning and Risk Assessment.
- ANSI Z133.1 Safety Requirements for Arboricultural Operations.
- International Society of Arboriculture (ISA) Best Management Practices for Tree Pruning, Risk Assessment, Cabling, Fertilization, Tree Planting, IPM.
- California Occupational Safety and Health Administration (OSHA) General Industry Safety Orders: Tree Work, Maintenance, Removal, Logging, Rigging, Crane and Aerial Devices.

A. Level II Risk Assessment:

On all Routine Cycle Pruning, Grid Pruning and Specialty Pruning the contractor shall perform an ISA level II Risk Assessment (basic assessment) on each tree prior to making any pruning cuts or performing any other tree work. The level II assessment shall be performed by an experienced ISA Qualified Tree Risk Assessor (TRAQ).

B. Routine Cycle Pruning (Grid Pruning): Section 1 to 4

- When performing routine cycle & service request pruning, section 1 to 7, contractor shall perform all pruning including structural and clearance pruning.
- If a tree has encroached into the high voltage lines contractor shall not be allowed to perform any pruning and shall immediately notify utility provider to clear the tree away from the lines. After the tree has been pruned and the line is cleared by the utility provider the contractor can proceed with the pruning.
- All pruning projects shall be coordinated with the City and approved two weeks prior to start date.
- All traffic controls and bike trail closures shall be approved by the City at least one week prior to project start; see section C 11 (standard requirements).
- Equipment use including bucket trucks in parks and golf courses, shall be coordinated and approved by City staff at least two weeks prior to project start.
- No trucks over a weight of 6,000lbs pounds shall be driven on concrete pathways.
- No trucks or other equipment shall be driven on wet turf.
- Before driving on landscape or parks, irrigation main lines and sprinkler heads must be marked by City staff.

1. Structural Pruning including Clearance Pruning: Young Trees (0”-6” DBH) and (7”-12” DBH)

a. Prune to manage tree growth and form to maximize safety, structural integrity, and health.
    i. Whenever reducing the length of a limb the reduction cuts must be made back to a parent branch with at least 1/3 the diameter of the subordinated limb.
    ii. Lion tailing will not be allowed.
b. Remove dead branches at the point of attachment; >0.75" in diameter.
c. Remove diseased, decayed, broken, weakly attached, and/or crossing branches.
d. Develop and/or maintain a central leader.
e. Space main branches along one central leader.
f. Identify the lowest branch in the permanent canopy to facilitate management of lower branches.
g. Keep all branches less than 50% of the trunk diameter to ensure that the branch collar and branch protection zone remain intact.
h. Vertically and radial space scaffold branches 12"-48" apart.
i. Reduce growth by subordinating or removing branches with included bark and co-dominant stems >0.5" in diameter.
j. Remove all mistletoe and vines growing on trees.
k. Provide fourteen feet (14') overhead clearance over roadways and bike lanes.
l. Provide eight feet (8') overhead clearance over walkways, sidewalks, and parking lots.
m. The specified pruning may require the removal of up to 30% of the foliage in many instances. Under no circumstances shall more than 40% of the foliage be removed from an individual tree.

2. Structural Pruning including Clearance Pruning, Cleaning, Weight reduction, and Thinning: Intermediate Trees (13"-23" DBH)

a. Prune to manage tree growth and form to maximize safety, structural integrity, and health.
    i. On all trees over twenty inches (20") DBH contractor shall reduce end weight by 25% and maintain a well balanced crown.
    ii. Whenever reducing the length of a limb the reduction cuts must be made back to a parent branch with at least 1/3 the diameter of the subordinated limb.
    iii. Lion tailing will not be allowed.
b. Remove dead branches at the point of attachment.
c. Remove diseased, decayed, broken, weakly attached, and/or crossing branches; >1" in diameter.
d. Develop and/or maintain a central leader.
e. Space main branches along one central leader.
f. Identify the lowest branch in the permanent canopy to facilitate management of lower branches.
g. Vertically and radial space scaffold branches 12"-48" apart.
h. Reduce growth by subordinating or removing branches with included bark and co-dominant stems over 1.5" in diameter.
i. On trees with dense foliage, thin crown to allow wind and light penetration into the interior branches.
j. Remove all mistletoe and vines growing on trees.
k. Provide fourteen feet (14') overhead clearance over roadways and bike lanes.
l. Provide eight feet (8') overhead clearance over walkways, sidewalks, and parking lots.
m. The specified pruning may require the removal of up to 30% of the foliage in many instances. Under no circumstances shall more than 40% of the foliage be removed from an individual tree.

3. Mature Tree Pruning including Clearance Pruning, Cleaning, Weight reduction and Thinning: Mature Trees (24"+ DBH)

a. Prune to manage tree growth and form to maximize safety, structural integrity, and health.
    i. On all trees DBH contractor shall reduce end weight by 25% and maintain a well balanced crown.
    ii. Whenever reducing the length of a limb the reduction cuts must be made back to a parent branch with at least 1/3 the diameter of the subordinated limb.
    iii. Lion tailing will not be allowed.
b. Remove dead branches at the point of attachment; >1" in diameter.
c. Remove diseased, decayed, broken, weakly attached, and/or crossing branches.
d. Reduce growth by subordinating or removing branches with included bark and co-dominant stems.
e. On trees with dense foliage, thin crown to allow light penetration onto the interior branches.
f. Remove all mistletoe and vines growing on trees.
g. Provide fourteen feet (14') overhead clearance over roadways and bike lanes.
h. Provide eight feet (8') overhead clearance over walkways, sidewalks, and parking lots.
i. Do not remove more than 25% of live foliage from tree unless directed by Urban Forester.
j. Do not remove live branches larger than 8" in diameter without approval from the Urban Forester.

4. Palm Pruning

a. Remove dead fronds, fruits or loose petioles. Dead fronds are those with less than 50% green tissue.
b. Live, healthy fronds above horizontal (9 o'clock to 3 o'clock) shall not be removed.
c. Fronds removed shall be severed close to the petiole base without damaging living trunk tissue.
d. Palm peeling (shaving) shall consist of the removal of only the dead frond bases at the point they make contact with the trunk without damaging living trunk tissue.

C. Extra Work: Section 5 to 10

5. Bike Trail Safety Pruning:

a. Prune to manage tree growth and form to maximize safety, structural integrity, and health.
    i. On all trees over twenty inches (20") DBH contractor shall reduce end weight by 25% on the tree's side that overhangs the bike trail.
    ii. Whenever reducing the length of a limb the reduction cuts must be made back to a parent branch with at least 1/3 the diameter of the subordinated limb.
    iii. Lion tailing will not be allowed.
b. Remove dead branches at the point of attachment; > 1" in diameter.
c. Provide fourteen feet (14') overhead clearance at bike trails.
d. Remove diseased, decayed, broken, weakly attached, and/or crossing branches.
e. Remove all mistletoe.
f. Prune to clear line of sight for bike trails, traffic signs, signals, and street signs.

g. Set up proper traffic control and re-direct pedestrians and bicyclists when working on a bike trail.

6. Clearance Pruning for roadsides, sidewalks, signs and light structures

a. Prune to manage tree growth and form to maximize safety, visibility, structural integrity, and health.
    i. Contractor shall reduce end weight by 25-50% on the tree's side that overhangs the roadside, sidewalks, signs and light structures.
    ii. Whenever reducing the length of a limb the reduction cuts must be made back to a parent branch with at least 1/3 the diameter of the subordinated limb.
    iii. Lion tailing will not be allowed.
b. Remove dead branches at the point of attachment; >1" in diameter.
c. Provide fourteen feet (14') overhead clearance at roadsides.
d. Provide eight feet (8') overhead clearance at parking lots, sidewalks, and other pathways.
e. Clear sign or light structure on all sides so that it is visible.
f. Balance Tree on road- and sidewalk side

7. Clearance Pruning for Traffic Signal Head & Traffic Sign Obstructions:

a. Prune to manage tree growth and form to maximize safety, visibility, structural integrity, and health.
    i. Contractor shall reduce end weight by 25-50% on the tree's side that overhangs the roadway.
    ii. Whenever reducing the length of a limb the reduction cuts must be made back to a parent branch with at least 1/3 the diameter of the subordinated limb.
    iii. Lion tailing will not be allowed.
b. Remove dead branches at the point of attachment; >1" in diameter
c. Provide fourteen feet (14') overhead clearance at roadsides.
d. Provide eight feet (8') overhead clearance at parking lots, sidewalks, and other pathways.
e. Prune to clear line of sight to traffic signs (stop sign, speed limit sign, etc.) and follow Table A1 for required sight distance.
f. Prune to clear line of sight for traffic signal heads and follow Table A2 for required sight distance.
g. Balance Tree on road- and sidewalk side

Table A1: Required Traffic Sign Sight Distance as a function of speed

Speed* (mph)	Distance (ft)
20	115
25	155
30	200
35	250
40	305
45	360
50	425
55	495
60	570
65	645
70	730
75	820

* Posted speed, off peak 85th percentile speed prior to work starting, or the anticipated operating speed

Table A2: Required Traffic Signal Head Distance as a function of speed

85th Percentile Speed (mph)	Minimum Sight Distance (ft)
20	175
25	215
30	270
35	325
40	390
45	460
50	540
55	625
60	715

8. Emergency Services & Response:

a. The contractor shall be required to provide emergency response with a 3-4 person crew for hanging limbs, hazardous, wind damaged or downed trees. This may include day, night, weekends, holidays and during storms. The contractor will be given specific locations and the work to be done at each location via telephone from a City authorized representative. The contractor shall be required to start the work indicated within sixty (60) minutes of the initial phone call and report back to the City representative upon completion of the work specified. Before and after pictures for documentation shall be taken by the contractor.
b. The contractor is required to provide a 24 hour emergency phone number and names of two (2) contact individuals within one (1) week of contract award. Should the phone number or contact person change during the course of the contract the contractor is required to inform the City immediately.
c. The contractor shall be required to provide all traffic control required during emergency response operations. Staff that performs traffic control operations must be traffic control certified. No work shall be performed on trees affected by high voltage lines. Should the work involve high voltage lines the contractor shall be required to notify the responsible utility company to shut down the line or take any other necessary actions to allow work to be performed safely.

9. Removal of Stumps and Stump Grinding:

a. All stumps must be removed to at least eighteen inches (18”) below the lowest soil level adjacent to the stump or until deep roots are no longer encountered. The contractor shall grind the stump to a minimum of five feet (5’) either side or five feet (5’) radius of the outer circumference of the stump and grind until no surface roots are longer encountered.
b. All tree stumps shall be measured four inches (4”) above finish grade level to determine its size.
c. Stumps should be cut low enough to the ground where grinding can be performed safely. No stumps shall be higher than four (4”) inches.
d. Existing stumps need to be marked immediately after tree removal with orange cones and yellow caution tape until the stumps have been completely removed and backfilled to prevent tripping hazards.
e. All stump grinding locations shall be called in to the Underground Service Alert (USA) for locating underground utilities. The locations shall have cleared by USA prior to stump grinding.
f. Stump grinding needs to be performed within 10 business days of UAA clearance.
g. All stumps shall be backfilled and compacted with premium screened topsoil, two inches (2”) above grade to prevent settling.
h. No stump grinding debris such as shavings or wood fibers shall remain on site. The stump grinding debris shall not be used to backfill the grinding hole.

10. Tree Planting & Planting stock:

a. Tree planting and planting stock shall be performed according to the current City of Roseville Parks, Recreation & Libraries Parks Design & Construction.
b. All planted trees shall be watered in after planting.

D. Standard Requirements: section 11-15:

11. Traffic Control:

a. All Tree Pruning, Tree Maintenance and emergency response work shall include proper Traffic Control which shall conform to the California MUTCD 2010 Edition.
b. A written Traffic Control Plan (TCP) shall be submitted to the City's Traffic Engineering Department for approval seven (7) days prior to starting work.
c. Only after the TCP has been approved and stamped by the City's Traffic Engineer traffic control can be set up.

12. Resident Notification:

a. No parking signs shall be posted at least 2 days in advance to assure that no cars are blocking access to trees that need to be pruned.
b. Residents must be informed via door knocker at least 14 days in advance that routine cycle pruning, grid pruning will take place.
c. Residents must be informed via doorknocker for specialty pruning or tree removal at least 48hrs prior to work performed.
d. If a tree is getting skipped for pruning due to parked cars the contractor shall come back at a later time when no car is parked there and prune the tree at unit price.
e. Contractor must use City of Roseville door knocker template and content.

13. Tree stake and tree tie removal and repair:

a. The contractor shall be required to remove tree stakes and tree ties that are no longer needed for support or replace broken tree stakes and tree ties during routine cycle or specialty pruning.
b. Stakes and tie replacement shall be replaced according to current City of Roseville Parks, Recreation & Libraries Parks Design & Construction.

14. Wood chips/throughput tracking:

a. Contractor shall be required to track on a daily basis the amount of wood chips generated (throughput through chipper) by quantity in cubic yards and location.

15. Tree Removal/Before and After Pictures:

a. Contractor shall be required to take before and after pictures for public justification. The before pictures should show the entire tree and the specific defect(s).
b. When the tree has been removed the branch, trunk or decay pocket with the defect shall be dissected/sliced open and pictures shall be taken depicting the cross section of the defect (after pictures).
c. The contractor shall attach the before and after picture to the specific tree ID number and update the history in the asset management software.

EXHIBIT "C"
Pricing

CAGWIN & DORWARD EXHIBIT C

Cost Proposal Bid Sheet--On Demand/Extra Work

October 4, 2022

Provide costs for on demand or extra work per category and unit below.

Labor	Unit	Hourly Rate
Common labor	Hour	$50.00
Skilled Technician - Irrigation Technician	Hour	$70.00
Skilled Technician - Pesticide Applicator	Hour	$ 75.00
Field Supervisor	Hour	$ 70.00
Emergency/Off Hour Response	Hour	$ 70.00
Other (describe)		

Extra Work - Agronomics (Labor & Equipment Only)	Unit	Unit Cost
Fertilization - Parks	Hour	$50.00
Fertilization - Streetscapes	Hour	$50.00
Chemical Application - Parks	Hour	$ 100.00
Chemical Application - Streetscapes	Hour	$100.00
Core Aerification and Clean-up - Parks	Hour	$ 50.00
Core Aerification and Clean-up - Streetscapes	Hour	$ 50.00
Solid Tine Aerification	Hour	$ 50.00
Other {describe)		

Extra Work - Planting (Labor & Equipment Only)	Unit	Unit Cost
Tree planting - 24" box w/ staking	Each	$490.00
Tree planting - 15 gal w/ staking	Each	$150.00
Shrub planting - Sgallon	Each	$40.00
Shrub Planting - 1 gallon	Each	$16.00
Seasonal Color - 4" pot, per 16 ct. flat	Each	$36.00
Sod{Removal, preparation, installation)	Sq. Ft.	$2.00
Mulch installation - small areas {up to 10 CY)	CY	$ 120.00
Mulch installation - large areas (over 10 CY)	CY	$ 100.00
Other (describe)		

Extra Work - Weed Abatement	Unit	Unit Cost
Disking	Hour	$ 150.00
Rough Mowing	Hour	$ 125.00
Hand Work / String line Trimmer	Hour	$ 50.00
Herbicide Application (Labor & Equipment Only)	Hour	$100.00
Other (describe)		

Materials	Unit	Mark-Up%
Provide Materials at Cost + % (Mark-up after any applicable tax)	Percent	15%

Cost Proposal Bid Sheet--Routine Work

Facility Grounds--Bid at Standard Service Level.

Provide base cost for maintenance as outlined on the corresponding maps in Attachment J.
Please refer to the Parks & Landscape Service Levelsl (Exhibit B) for details.

	Address	Linear Feet of Turf	Linear Feet of Landscaping	Square Footage of Turf	Square Footage of Landscaping	Annual Cost	Weed Free Area Linear	Weed Free Area Sq Ft
GF - Facilities								
316 Vernon St	316 Vernon St	0	842	0	2,163	$2,251.91		
Central (Shellito) Pool	10210 Fairway Dr.					$15,954.49		
Carnegie Museum	557 Lincoln St	273	702	1,878	4,602	$1,365.08		
Civic Center	311 Vernon St	0	1,407	0	9,164	$3,179.92		
Corporation Yard	2005 Hilltop Cir	1,534	13,955	38,247	197,749	$18,965.13		
Downtown Library	225 Taylor St	0	1,853	0	14,484	$4,605.18		
Johnson Pool	100 D St	664	685	3,677	2,630	$2,533.80		
Roseville Police Department	1051 Junction Bl	787	6,099	3,437	49,264	$10,922.79		
U.S. Post Office	320 Vernon St	0	437	0	2,354	$1,913.02		
						$61,691.33		
Non-PRL								
116 S Grant	116 S Grant St	0	683	0	1,621	$1,824.00		
Barton Water Treatment Plant	9595 Barton Rd, Granite Bay	1,606	7,711	20,154	77,467	$15,564.00	9,327	117,154
Dry Creek Waster Water Treatment Plant	1800 Booth Rd	4,364	6,767	138,811	37,369	$30,600.00	15,792	284,725
Roseville Electric	2090 Hilltop Cir	0	3,452	0	33,172	$10,296.00		
Pleasant Grove Waste Water Treatment Plant	5051 Westpark	0	24,424	0	378,558	$29,160.00	28,702	3,168,810
EU Weed Abatement						$10,210.00		
Blue Oaks Well #12						$1,980.00		
Pleasant Grove Pump Station						$1,152.00		
Stoneridge Water Storage						$2,136.00		
Park Substation						$3,540.00		
Vernon St Substation						$1,476.00		
Bakkie Substation						$2,820.00		
Southeast Substation						$1,548.00		
Westplan Substation						$2,400.00		
Baseline Substation						$1,728.00		
Hardrock Substation						$2,724.00		
Fiddyment Receiving						$4,160.00		
						$123,318.00		
Woodcreek Golf Course Parking Lot	5880 Woodcreek Oaks Blvd					$8,004.00		
Louis Orlando Bus Transfer Station	110 Louis Ln	0	2,263	0	7,922	$3,542.04		
Oak St. Parking Garage	116 S Grant St	0	683	0	1,620	$2,752.34		
Vernon Street Parking Garage	405 Vernon St	0	702	0	2,319	$630.28		
						$14,928.66		
GF-Fire Stations								
Fire Station # 1	80 Lincoln St	0	2,389	0	18,548	$4,951.08		

	Address	Linear Feet of Turf	Linear Feet of Landscaping	Square Footage of Turf	Square Footage of Landscaping	Annual Cost	Weed Free Area Linear	Weed Free Area Sq Ft
Fire Station # 2	1398 Junction Bl	497	326	2,567	1,224	$2,811.46		
Fire Station # 3	1300 Cirby Wy	310	234	2,874	1,405	$2,094.61		
Fire Station # 4	1900 Eureka Rd	0	2,348	0	20,066	$4,074.14		
Fire Station #5	1565 Pleasant Grove Blvd	452	665	4,292	2,970	$4,761.43		
Fire Station # 6	1430 E Roseville Pkwy	0	1,468	0	14,759	$2,603.48		
Fire Station # 7	911 Highland Pointe Dr	1,576	2,112	34,645	33,770	$4,872.29		
Fire Station # 9	2451 Hayden Pkwy	0	3,059	0	62,953	$4,611.52		
						$30,780.00		
TOTALS		**12,064**	**85,264**	**250,581**	**978,155**	**$107,400.00**		

Parks

Provide base cost for all parks listed. Base cost includes mowing, edging and blowing. Please refer to the City of Roseville Parks & Landscape Service Levels (Exhibit B) for details.
Additionally, provide add alternative costs for each column per the description below and refer to the Parks & Landscape Service Levels as needed.

Add Alternative #1: Pruning shall include shearing shrub hedges along walls, tree limb pruning to ensure 10' height clearance over sidewalks and 14' height over roads, and trimming of groundcover at hardscape edges.

Add Alternative #2: Irrigation shall include rotuine irrigation checks and schedule adjustments.

Add Alternative #3: Portering shall include trash pick up, blowing leaves off of hard surfaces, raking play areas, etc.

Parks	Address	Linear Feet Turf	Linear Feet Landscaping	Square Footage of Turf	Bermuda	Square Footage of Landscaping	Base Cost	AA- 1: Pruning	AA-2: Irrigation	TOTAL
Crocker Ranch (2108)										
Hamel Park	10080 Crocker Ranch Rd	3,717.7	4,109.6	262,360		96,092				$22,836.00
										$22,836.00
Fiddyment (2111)										
Bos Park	2323 Cumberland Dr.			32,308		13,993				$10,261.89
Burner Park	2196 Eastwood Dr	1,526.3	3,409.6	65,446		24,638				$15,056.05
Fiddyment Park	1200 Makeway St	975.1	2,005.0	26,556		16,901				$10,156.32
Fratis Park	2400 Corin Dr	5,394.8	2,280.0	185,928		18,483				$25,410.85
Gray Park	2565 Provincetown Way			32,184		22,908				$11,000.92
Harrigan Greens Park	4051 Parkland Wy	858.4	2,410.7	34,056		36,083				$11,328.20
Heredia Park	2201 Spring Grove Dr	3,231.4	1,280.9	88,950		11,459				$12,963.55
North Hayden Park	3200 Adelaide Lp			22,344		12,190				$7,972.20
RG Phillips Park	1200 Old Coach Dr			102,766		95,755				$30,172.29
Sakamoto Park	8160 Challis Circle			13,864		28,756				$8,544.00
Stizzo	4141 Brick Mason Ci			208,018		122,768				$14,273.74
										$157,140.00
General Fund (1001)										
Baquera Park	100 Painted Desert Ct	1,971.0	2,754.1	43,077		43,493				$14,972.00
Bear Dog Park	1565 Pleasant Grove Blvd			30,133		38,525				0
Besana Park	1061 Trehowell Dr	2,625.5	3,330.4	132,417		41,751				$13,849.00
Blue Oaks Park	8001 Woodcreek Oaks Bl	1,799.6	602.9	63,305		3,101				$8,856.00
Brown Park	260 Trestle Rd	4,493.9	2,620.5	195,497		26,257				$16,128.00
Buljan Park	150 Hallissy Dr	5,741.5	2,052.4	239,226		19,409				$16,790.00
Cambria Park	1781 Poppy Field Dr	4,732.1	94.7	98,647		584				$13,392.00
Central Park	10200 Fairway Dr	4,880.7		50,493	133,623	118,568				$34,131.00
Crabb Park	1000 Scarborough Dr	2,248.8	9,819.9	50,846	294,016	197,332				$30,498.00
Crestmont Park	1500 Champion Oaks Dr	3,444.8	2,617.9	139,497		32,182				$12,599.00
Davis Park	1460 Northpark Dr	3,541.3	2,169.9	125,366		17,272				$16,018.00
Diamond Oaks Park	400 Diamond Oaks Rd	8,023.3	3,706.5	173,319		59,926				$21,509.00

Parks	Address	Linear Feet Turf	Linear Feet Landscaping	Square Footage of Turf	Bermuda	Square Footage of Landscaping	Base Cost	AA- 1: Pruning	AA-2: Irrigation	TOTAL
Dietrich Park	1201 Stoney Point Dr	1,704.6	522.8	43,744		5,978				$3,732.00
Doyle Park	1701 Calle Campana	3,724.5	2,893.0	131,330		20,898				$17,560.00
Duran Park	944 Pleasant Grove Bl	973.3	3,981.2	33,008		35,846				$11,982.00
Eastwood Park	950 Madden Ln	2,673.9	1,060.4	77,193		13,710				$13,754.00
Elliott Park	1421 Cushendall Dr	5,207.8	2,789.9	270,400		30,281				$20,910.00
Ferretti Park	601 Circuit Dr	663.2	35.7	5,179		71				$3,402.00
Garbolino Park	1015 Camelia Av	5,353.0	0.0	123,746		0				$14,326.00
Goto Park	1851 Oak Crest Dr	1,520.8	4,463.5	62,394		159,554				$22,064.00
Hall Park	1411 Raeburn Wy	3,096.3	3,339.0	79,474		88,836				$27,936.00
Hillsborough Park	1001 Hillsborough Dr	6,712.6	5,326.8	223,420		78,135				$22,360.00
Hughes Park	1600 Parkside Way	8,180.7	3,941.6	391,240		19,326				$24,900.00
Kaseberg Park	1151 Rand Wy	8,342.1	2,299.9	507,292		20,908				$31,688.00
Kenwood Oaks Park	1022 Tanzania Dr	565.6	1,054.6	5,788		28,101				$4,263.00
Lincoln Estates Park	331 James Dr	1,991.0	645.6	97,905		7,451				$12,734.00
Lockridge Park	2601 Eureka Rd	4,974.1	1,029.3	147,859		25,794				$13,572.00
Lunardi Park	2501 Country Club Dr	746.2	4,015.7	16,167		64,068				$18,755.00
Mahany Park	1545 Pleasant Grove Blvd			566,223		217,799				$54,305.00
Maidu Regional Park	1550 Maidu Dr			1,323,162		391,456				$47,545.00
Marco Dog Park	1800 Sierra Gardens Dr	1,231.1	0.0	52,703		0				$2,709.00
Misty Wood Park	1501 Misty Wood Dr	1,117.1	1,864.1	43,136		23,623				$12,740.00
Nelson Park	1213 S Bluff Wy	1,637.1	1,467.9	9,240		35,995				$12,248.00
Olympus Park	2551 La Croix Dr	3,461.4	3,834.4	225,895		60,738				$19,716.00
Pistachio Park	4350 Westpark Drive			36,146	229,468	52,984				$11,463.00
Royer Park	190 Park Dr			245,330		24,629				$33,089.00
Santucci Park	1831 Morningstar Dr	10,440.6	2,988.1	394,019		22,837				$25,543.00
Saugstad Park	100 Buljan Dr			381,940		3,984				$34,707.00
Silverado Oaks Park	1430 Badovinac Dr	6,091.8	2,613.3	209,813		30,896				$21,275.00
SSP48	2232 Dorrington Dr			0		16,326				$4,211.00
Summerhill Park	648 Grenada Pass Dr	2,816.0	1,450.8	76,957		25,412				$14,457.00
Sunrise Corridor	1100's Sunrise Bl			179,361		350,603				$23,919.00
Taylor Park	700 Parry St	492.6	1,814.0	13,344		18,110				$7,223.00
Twinwood Park	575 Twinwood Lp	2,943.0	1,162.1	27,884		4,320				$7,872.00
Uribe Park	3051 Empingham Wy	3,359.4	2,560.1	111,181		41,597				$19,900.00
Vernon Street Town Square	311 Vernon St	415.8	2,510.3	4,247		11,028				$6,754.00
Veteran's Memorial Park	1750 Blue Oaks Bl	1,731.9	3,220.6	60,087		39,697				$13,231.00
Veteran's Memorial Park North	10021 Crocker Ranch Rd	4,503.4	1,484.6	339,687		8,952				$23,970.00
Wallace Park (at Cresthaven)	401 Community Dr	4,086.7	1,867.7	99,681		21,054				$17,934.00
Waltrip Park	3800 Miners Ravine	1,467.7	2,899.8	31,088		16,130				$8,924.00
Wanish Park	1351 Junction Bl	3,989.7	4,094.6	206,353		51,653				$17,179.00

Parks	Address	Linear Feet Turf	Linear Feet Landscaping	Square Footage of Turf	Bermuda	Square Footage of Landscaping	Base Cost	AA- 1: Pruning	AA-2: Irrigation	TOTAL
Weber Park	320 Circuit Dr	1,543.2	1,740.5	54,438		9,012				$10,476.00
White Park	504 Sixth St	458.0	1,625.9	7,457		6,836				$2,078.00
Woodbridge Park	415 Sierra Bl	3,276.8	720.4	87,586		2,953				$5,235.00
										$921,383.00
Highland Reserve (2107)										
Erven Park	6201 Grand Canyon Dr	1,730.0	2,155.1	39,978		12,640				$10,255.68
Pineschi Park	9501 Highland Park Dr	4,956.4	3,110.4	125,474		31,474				$19,987.46
Stephenson Park	6665 Maple Creek Dr	2,217.0	2,845.6	80,230		18,955				$16,112.86
										$46,356.00
Longmeadow (2114)										
Rickey Park	1475 Parkside Wy	3,639.8	2,704.6	67,819		43,363				$17,285.79
										$17,280.00
Olympus (2006)										
Sculpture Park	350 N Sunrise Av	312.0	0.0	2,411		0				$4,958.86
										$4,944.00
Stone Point #2 (2110)										
Piches Park	1471 Stone Point Dr	178.5	2,031.3	1,958		10,414				$8,803.90
										$8,796.00
Stone Point #4 (2117)										
Kennedy Park	4025 Vittorio Dr			33,500		29,091				$11,844.46
										$11,832.00
Westbrook (2119)										
Sullivan Park	4000 Solaire Dr			110,383		57,202				$24,172.45
										$24,180.00
Westpark (2113)										
Astill Family Park	1401 Grand Junction Wy			767		29,459				$13,069.13
Festersen Park	2150 Villages Green Dr	2,892.2	3,596.9	240,206		54,975				$26,322.29
Luken Park	2350 Pleasant Grove Blvd			54,909		50,551				$18,104.00
Mahan Park	1095 Amington Dr	8,237.6	8,216.5	236,216		94,517				$30,141.66
Nichols Park	4525 Bob Doyle Dr	2,175.7	1,995.2	103,421		34,159				$12,805.19
Roccucci Park	2110 Symphony Ave			99,569		65,572				$24,573.64
Sierra Crossing Park	4251 Brookstone Dr			178,002		73,528				$26,400.08
										$151,416.00
Woodcreek East (2109)										
Dugan Park	1432 Diamond Woods Ci	5,329.9	4,202.3	138,092		15,658				$12,855.87
										$12,864.00
TOTALS		**202,368**	**153,441**	**10,958,645**	**0**	**10,958,645**				**$1,379,026.99**

Cost Proposal Bid Sheet--Routine Work

Schools

Provide cost for mowing only 1x a week.

Refer to the City of Roseville Parks & Landscape Service Levels (Exhibit B) and maps in Attachment J for details.

Add Alternative #1: Provide add alternative costs to perform irrigation work at three school sites noted.

Irrigation work includes programming 2x/week and systems check 1x/week

	Address	Square Footage of Turf	Annual Cost	AA-1: Irrigation
Schools				
Buljan Middle School	100 Hallissy Dr	239,700	$7,330.07	
Chilton Middle School	4501 Bob Doyle DR	290,140	$8,984.43	
Cirby Elementary	814 Darling Wy	47,537	$3,687.73	
Cooley Middle School	9300 Prairie Woods Wy	363,838	$11,117.05	
Diamond Creek Elementary	3151 Hopscotch Wy	33,915	$3,376.29	
Eich Intermediate	*1509 Sierra Gardens Dr*	*223,500*	$6,916.22	
Heritage Oaks Elementary	2271 Americana Dr	138,206	$7,005.96	
Junction Elementary	2150 Ellison Dr	91,363	$5,471.95	
Olympus Junior High School	2625 La Croix Dr	82,121	$5,308.31	
Orchard Ranch Middle School	4375 Brookstone Dr	30,050	$2,906.48	
Quail Glen Elementary	1250 Canevari Dr	119,293	$6,247.93	
Riego Creek Elementary	3255 Pruett Dr.		$5,726.39	
Sargeant Elementary	*1200 Ridgecrest Wy*	*172,391*	$5,884.75	
Spanger Elementary	*699 Shasta St*	*81,917*	$5,132.00	
Stoneridge Elementary	*2501 Alexandra Dr*	*244,653*	$7,667.91	
Thomas Jefferson Elementary	*750 Central Park Dr*	*106,511*	$4,779.06	
Woodbridge Elementary	*515 Niles St*	*52,527*	$4,061.47	
			$101,604.00	
Eureka Schools				
Excelsior Elementary	2701 Eureka Rd.		$17,052.00	
Maidu Elementary	1950 Johnson Ranch Dr.		$18,444.00	
Olympus Junior High School	2625 La Croix Dr.		$17,856.00	
			$53,352.00	
TOTALS		**2,317,662.2**	**$154,956.00**	

Cost Proposal Bid Sheet--Routine Work

Streetscapes--Bid according to Service Level assigned.

Provide the base cost for streetscapes. Base cost shall include mowing, blowing, edging, pruning, irrigation and litter removal.
Please refer to the Parks & Landscape Service Levels (Exhibit B) for details on service level assigned and Attachment J for all maps.

Streetscape District and Map	Linear Feet of Turf	Linear Feet of Landscaping	Square Footage of Turf	Square Footage of Landscaping	Service Level	Annual Cost
2006 Olympus Pointe -Zone A LLD						
2006-Map-01	398.1	2,647.1	5,092.0	17,087.9	Standard	$4,111.09
2006-Map-02	0.0	4,961.4	0.0	36,292.1	Standard	$5,834.07
2006-Map-03	28.8	1,394.3	1,577.4	17,096.0	Standard	$3,178.84
2006-Map-04	0.0	4,569.1	0.0	24,744.6	Standard	$3,978.07
2006-Map-05	0.0	2,671.5	0.0	14,919.5	Standard	$2,398.66
2006-Map-06	0.0	5,058.7	0.0	29,485.6	Standard	$4,739.26
TOTAL	**426.9**	**21,302.1**	**6,669.4**	**139,625.7**		**$24,240.00**
2007 Olympus Pointe -Zone D LLD						
2007-Map-01	521.7	477.7	37,525.6	65,848.8	Standard	$20,637.80
2007-Map-02	2,080.2	3,609.3	14,267.1	47,862.2	Standard	$11,522.20
TOTAL	**2,601.9**	**4,087.0**	**51,792.7**	**113,711.0**		**$32,160.00**

Streetscape District and Map	Linear Feet of Turf	Linear Feet of Landscaping	Square Footage of Turf	Square Footage of Landscaping	Service Level	Annual Cost
2008 Northwest Zone A						
2008-Map-01	1,191.5	1,827.3	7,927.5	17,543.6	Core	$3,285.49
2008-Map-02	818.2	1,796.4	9,840.5	33,863.0	Core	$5,636.65
2008-Map-03	9,311.0	9,147.3	72,460.8	47,957.4	Core	$6,011.74
2008-Map-04	891.3	10,181.0	41,767.9	126,752.5	Core	$10,807.00
2008-Map-05	2,975.8	3,345.1	12,710.7	13,673.1	Core	$2,210.00
2008-Map-06	3,690.7	4,686.0	20,310.2	48,972.5	Core	$8,935.87
2008-Map-07	2,277.1	7,021.9	51,792.3	75,553.9	Core	$16,425.36
2008-Map-08	3,427.2	13,157.5	35,753.4	86,176.3	Core	$15,726.45
2008-Map-09	263.8	4,211.5	5,473.5	63,855.1	Core	$8,942.20
2008-Map-10	1,683.1	3,274.8	32,074.4	33,974.6	Core	$8,518.85
2008-Map-11	1,789.2	4,348.8	28,386.9	56,612.2	Core	$10,962.91
2008-Map-12	2,674.6	11,169.1	50,525.5	97,308.9	Core	$19,067.90
2008-Map-13	996.0	4,603.1	83,399.3	135,326.0	Core	$27,861.24
2008-Map-14	413.9	6,003.0	5,177.3	34,101.3	Core	$5,066.54
2008-Map-15	128.8	6,543.2	8,609.6	99,167.1	Core	$13,857.77
2008-Map-16	0.0	3,139.7	0.0	39,740.8	Core	$5,125.67
2008-Map-17	0.0	965.8	0.0	22,693.1	Core	$2,926.54

2008-Map-18	0.0	614.1	0.0	4,244.8	Core	$547.93
2008-Map-19	0.0	497.6	0.0	6,062.6	Core	$782.31
2008-Map-20	0.0	177.5	0.0	1,890.7	Core	$243.88
2008-Map-21	1,054.6	6,698.9	10,138.5	78,838.3	Core	$11,476.00
2008-Map-22	0.0	676.0	0.0	9,155.6	Core	$1,181.38
2008-Map-23	0.0	148.0	0.0	947.8	Core	$122.47
2008-Map-24	0.0	273.5	0.0	**2,620.7**	Core	$337.84
TOTAL	**33,586.8**	**104,507.1**	**476,348.3**	**1,137,031.9**		**$186,060.00**
2009 Northwest Zone B						
2009-Map-01	1,524.8	1,973.2	14,136.7	25,614.6	Core	$6,065.00
2009-Map-02	0.0	3,428.8	0.0	32,621.3	Core	$4,015.00
TOTAL	**1,524.8**	**5,402.0**	**14,136.7**	**58,235.9**		**$10,080.00**

Streetscape District and Map	Linear Feet of Turf	Linear Feet of Landscaping	Square Footage of Turf	Square Footage of Landscaping	Service Level	Annual Cost
2010 North Central District Wide Zone						
2010-Map-01	4,801.7	9,193.9	54,350.8	83,587.2	Standard	$30,528.00
2010-Map-02	3,496.0	6,378.6	119,697.1	123,132.8	Standard	$49,120.00
2010-Map-03	418.5	1,064.8	42,602.7	58,633.1	Standard	$19,738.00
2010-Map-04	1,390.3	9,426.3	41,017.1	74,485.0	Standard	$21,748.00
2010-Map-05	551.5	1,146.2	3,700.5	9,460.5	Standard	$6,758.00
2010-Map-06	2,668.7	9,250.3	28,608.0	77,783.4	Standard	$19,101.00
2010-Map-07	2,096.4	8,894.7	46,642.2	111,717.0	Standard	$29,352.00
2010-Map-08	0.0	6,463.8	0.0	41,348.8	Standard	$6,295.00
TOTAL	**15,423.1**	**51,818.6**	**336,618.4**	**580,147.8**		**$182,640.00**
2011 North Central-Local Benefit Zone						
2011-Map-01	0.0	6,267.3	0.0	97,605.3	Standard	$1,199.18
2011-Map-02	2,813.9	4,103.9	30,794.4	20,717.5	Standard	$11,579.47
2011-Map-03	3,486.5	3,212.0	15,913.9	23,471.7	Standard	$8,035.31
2011-Map-04	2,332.5	3,844.2	27,138.9	31,920.5	Standard	$12,401.90
2011-Map-05	2,005.0	3,301.0	12,123.0	21,315.0	Standard	$6,673.40
2011-Map-06	4,609.5	4,379.3	24,873.9	29,206.5	Standard	$11,358.81
2011-Map-07	1,148.1	1,335.8	3,814.5	41,488.7	Standard	$7,691.14
2011-Map-08	0.0	470.5	0.0	5,352.6	Standard	$860.44
2011-Map-09	0.0	211.4	0.0	1,574.4	Standard	$253.38
2011-Map-10	991.8	0.0	27,708.5	0.0	Standard	$7,422.98
TOTAL	**17,387.3**	**27,125.4**	**142,367.1**	**272,652.2**		**$67,476.00**
2012 North Central Zone F (Diamond Oaks 10) LLD						
2012-Map-01	366.3	848.1	27,908.8	23,814.0	Standard	$11,303.92
2012-Map-02	863.9	2,521.6	7,510.6	12,287.9	Standard	$3,936.08
TOTAL	**1,230.2**	**3,369.7**	**35,419.4**	**36,101.9**		**$15,240.00**
2013 North Central Zone G (Diamond Oaks 10) LLD						
2013-Map-01	1,281.7	2,909.3	5,752.2	14,857.8	Standard	$3,924.00

TOTAL	**1,281.7**	**2,909.3**	**5,752.2**	**14,857.8**		**$3,924.00**

Streetscape District and Map	Linear Feet of Turf	Linear Feet of Landscaping	Square Footage of Turf	Square Footage of Landscaping	Service Level	Annual Cost
2014 Infill Zone A (Pheasant Run) LLD						
2014-Map-01	0.0	1,792.5	0.0	8,591.9	Standard	$1,380.00
TOTAL	**0.0**	**1,792.5**	**0.0**	**8,591.9**		**$1,380.00**
2015 Infill Zone B (Cirby Oaks II) LLD						
2015-Map-01	2,153.9	1,057.1	6,482.7	1,781.6	Standard	$2,004.00
TOTAL	**2,153.9**	**1,057.1**	**6,482.7**	**1,781.6**		**$2,004.00**
2017 Infill Zone C (Reuter Ranch) LLD						
2017-Map-01	0.0	1,524.4	0.0	24,773.8	Standard	$3,996.00
TOTAL	**0.0**	**1,524.4**	**0.0**	**24,773.8**		**$3,996.00**

Streetscape District and Map	Linear Feet of Turf	Linear Feet of Landscaping	Square Footage of Turf	Square Footage of Landscaping	Service Level	Annual Cost
2102 North Roseville Zone B						
2102-Map-01	3,781.5	3,548.0	19,502.5	19,178.4	Standard	$8,072.26
2102-Map-02	608.1	3,179.6	15,169.3	19,548.6	Standard	$7,167.74
TOTAL	**4,389.6**	**6,727.6**	**34,671.8**	**38,727.0**		**$15,240.00**
2103 North Roseville Zone C						
2103-Map-01	4,264.0	4,505.3	18,150.3	52,083.2	Standard	$13,038.51
2103-Map-02	462.3	3,694.0	7,641.1	38,753.3	Standard	$8,153.56
2103-Map-03	808.3	1,912.1	2,769.2	14,259.2	Standard	$2,988.83
2103-Map-04	378.3	5,017.0	2,661.2	29,001.8	Standard	$659.10
TOTAL	**5,912.9**	**15,128.4**	**31,221.8**	**134,098.0**		**$24,840.00**
2103 North Roseville Zone D						
2103-Map-01	2,134.0	7,011.0	18,608.2	55,412.4	Standard	$15,019.36
2103-Map-02	823.7	5,806.3	20,424.1	42,183.5	Standard	$12,519.43
2103-Map-03	1,097.8	8,367.6	16,070.9	199,035.7	Standard	$35,761.42
2103-Map-04	3,580.8	7,515.6	15,089.3	41,910.1	Standard	$10,619.79
TOTAL	**7,636.3**	**28,700.5**	**70,192.5**	**338,541.7**		**$73,920.00**
2118 North Roseville Zone E						
2118-Map-01	0.0	5,108.1	0.0	11,594.0		$3,760.00
2118-Map-02	130.3	1,492.7	1,230.5	8,879.6		$3,584.00
TOTAL	**130.3**	**6,600.8**	**6,731.1**	**20,473.6**		**$7,344.00**

Streetscape District and Map	Linear Feet of Turf	Linear Feet of Landscaping	Square Footage of Turf	Square Footage of Landscaping	Service Level	
2021 Historic District LLD						

2021-Map-01	0.0	5,441.6	0.0	32,261.3	Standard	$13,056.00
TOTAL	**0.0**	**5,441.6**	**0.0**	**32,261.3**		**$13,056.00**

Streetscape District and Map	Linear Feet of Turf	Linear Feet of Landscaping	Square Footage of Turf	Square Footage of Landscaping	Service Level	
2023 Riverside LLD						
2023-Map-01	0.0	509.7	0.0	8,424.0	Standard	$3,101.79
2023-Map-02	0.0	541.3	0.0	6,194.7	Standard	$2,281.48
2023-Map-03	0.0	2,417.2	0.0	6,123.6	Standard	$2,260.73
TOTAL	**0.0**	**3,468.2**	**0.0**	**20,742.3**		**$7,644.00**

Streetscape District and Map	Linear Feet of Turf	Linear Feet of Landscaping	Square Footage of Turf	Square Footage of Landscaping	Service Level	Annual Cost
2119 Westbrook						
2119-Map-01	2,161.4	22,084.4	8,364.7	124,718.4	Standard	$30,616.75
2119-Map-02	0.0	15,184.8	0.0	167,852.0	Standard	$40,839.44
2119-Map-03	0.0	11,368.9	0.0	94,550.6	Standard	$23,727.00
2119-Map-04	0.0	5,376.3	0.0	37,048.8	Standard	$9,242.04
2119-Map-05	0.0	13,689.7	0.0	127,615.0	Standard	$31,066.78
2119-Map-06	0.0	9,017.8	0.0	44,249.2	Standard	$10,379.08
2119-Map-07	0.0	7,904.0	0.0	63,691.9	Standard	$13,700.00
2119-Map-08	0.0	6,545.0	0.0	41,419.0	Standard	$8,961.00
2119-Map-09	0.0	8,085.0	0.0	64,027.0	Standard	$13,867.92
TOTAL	**2,161.4**	**99,255.9**	**8,364.7**	**765,171.9**		**$182,400.00**

Streetscape District and Map	Linear Feet of Turf	Linear Feet of Landscaping	Square Footage of Turf	Square Footage of Landscaping	Service Level	
2104 Stoneridge CFD						
2104-Map-01	843.5	6,414.5	4,594.0	103,120.8	Standard	$21,812.85
2104-Map-02	1,466.9	7,165.8	25,453.2	63,564.5	Standard	$20,869.01
2104-Map-03	1,385.9	4,483.9	7,472.9	30,683.9	Standard	$8,494.56
2104-Map-04	340.3	8,699.9	20,224.7	132,137.2	Standard	$32,655.40
2104-Map-05	1,389.2	19,517.8	11,193.6	155,219.2	Standard	$34,573.70
2104-Map-06	790.7	7,848.5	4,603.6	63,912.2	Standard	$28,012.35
2104-Map-07	0.0	547.8	0.0	2,686.8	Standard	$528.93
2104-Map-08	1,037.2	5,296.1	38,632.0	76,567.2	Standard	$27,754.61
2104-Map-09	597.0	3,379.8	6,543.3	29,362.1	Standard	$7,928.68
2104-Map-10	0.0	567.7	0.0	20,259.3	Standard	$8,110.60
2104-Map-11	0.0	11,341.3	0.0	95,432.0	Standard	$18,791.29
TOTAL	**7,850.7**	**75,263.1**	**118,717.3**	**772,945.2**		**$209,532.00**

Streetscape District and Map	Linear Feet of Turf	Linear Feet of Landscaping	Square Footage of Turf	Square Footage of Landscaping	Service Level	
2105 Stoneridge Parcel 1 CFD						
2105-Map-01	4,558.0	3,229.9	32,224.3	38,451.2	Standard	$9,468.00
TOTAL	**4,558.0**	**3,229.9**	**32,224.3**	**38,451.2**		**$9,468.00**

Streetscape District and Map	Linear Feet of Turf	Linear Feet of Landscaping	Square Footage of Turf	Square Footage of Landscaping	Service Level	Annual Cost
2106 Woodcreek West						
2106-Map-01	3,219.5	4,896.6	115,722.7	69,925.0	Standard	$35,682.24
2106-Map-02	4,909.4	4,242.3	208,754.2	48,674.0	Standard	$40,884.62
2106-Map-03	970.7	3,742.6	16,432.0	25,157.0	Standard	$8,191.56
2106-Map-04	1,115.4	3,882.5	15,647.0	40,281.0	Standard	$12,851.00
2106-Map-05	2,258.7	6,931.9	33,458.0	41,490.0	Standard	$13,620.00
2106-Map-06	2,683.7	6,917.1	16,842.8	52,079.0	Standard	$13,415.00
2106-Map-07	3,539.8	7,988.8	28,435.6	34,799.8	Standard	$13,243.00
2106-Map-08	676.9	5,302.2	35,835.4	33,777.9	Standard	$13,707.86
2106-Map-09	0.0	1,532.2	0.0	8,839.4	Standard	$1,740.93
2106-Map-10	0.0	6,963.1	0.0	41,621.9	Standard	$8,195.79
TOTAL	**19,374.1**	**52,399.3**	**471,127.7**	**396,645.0**		**$161,532.00**

Streetscape District and Map	Linear Feet of Turf	Linear Feet of Landscaping	Square Footage of Turf	Square Footage of Landscaping	Service Level	Annual Cost
2108 Crocker Ranch						
2108-Map-01	1,125.3	6,024.8	12,947.9	55,955.7	Standard	$12,462.07
2108-Map-02	780.6	8,414.8	20,032.7	71,590.3	Standard	$16,874.05
2108-Map-03	1,078.6	6,248.8	16,232.9	38,344.7	Standard	$10,512.10
2108-Map-04	983.3	4,886.6	19,373.2	27,161.4	Standard	$9,555.59
2108-Map-05	1,948.2	5,641.9	16,832.5	34,476.3	Standard	$10,044.18
TOTAL	**5,916.0**	**31,216.9**	**85,419.2**	**227,528.4**		**$59,448.00**

Streetscape District and Map	Linear Feet of Turf	Linear Feet of Landscaping	Square Footage of Turf	Square Footage of Landscaping	Service Level	
2107 Highland Reserve North						
2107-Map-01	143.5	10,339.0	5,892.5	99,170.1	Standard	$17,519.12
2107-Map-02	814.0	12,574.1	17,923.6	136,217.1	Standard	$26,697.81
2107-Map-03	1,601.3	6,202.4	26,358.4	85,838.5	Standard	$20,857.07

2107-Map-04	1,785.8	12,589.6	14,524.0	129,891.4	Standard	$24,770.01
TOTAL	**4,344.6**	**41,705.1**	**64,698.5**	**451,117.1**		**$89,844.00**

Streetscape District and Map	Linear Feet of Turf	Linear Feet of Landscaping	Square Footage of Turf	Square Footage of Landscaping	Service Level	$5,125.67
2019 Vernon Infill						
2019-Map-01	0.0	4,923.2	0.0	9,711.3	Standard	$5,016.00
TOTAL	**0.0**	**4,923.2**	**0.0**	**9,711.3**		**$5,016.00**

Streetscape District and Map	Linear Feet of Turf	Linear Feet of Landscaping	Square Footage of Turf	Square Footage of Landscaping	Service Level	
2109 Woodcreek East						
2109-Map-01	4,113.0	10,112.9	161,753.4	129,916.8	Standard	$48,000.00
TOTAL	**4,113.0**	**10,112.9**	**161,753.4**	**129,916.8**		**$48,000.00**

Streetscape District and Map	Linear Feet of Turf	Linear Feet of Landscaping	Square Footage of Turf	Square Footage of Landscaping	Service Level	Annual Cost
2110 Stone Point CFD 2						
2110-Map-01	298.7	1,362.4	1,768.2	10,579.5	Standard	$2,724.00
TOTAL	**298.7**	**1,362.4**	**1,768.2**	**10,579.5**		**$2,724.00**

Streetscape District and Map	Linear Feet of Turf	Linear Feet of Landscaping	Square Footage of Turf	Square Footage of Landscaping	Service Level	Annual Cost
2113 West Park						
2113-Map-01	195.6	6,721.0	34,692.5	169,194.0	Standard	$49,621.31
2113-Map-02	4,322.0	9,576.4	64,145.0	136,641.6	Standard	$53,236.19
2113-Map-03	1,442.2	9,841.5	27,236.2	132,036.0	Standard	$15,000.00
2113-Map-04	719.1	6,530.7	10,259.2	78,127.6	Standard	$20,815.17
2113-Map-05	2,675.4	6,739.8	31,179.3	50,565.9	Standard	$22,412.52
2113-Map-06	4,312.3	8,026.1	17,620.5	46,256.2	Standard	$17,007.22
2113-Map-07	594.1	9,136.6	10,354.4	77,282.1	Standard	$20,665.25
2113-Map-08	2,012.0	5,065.0	14,860.7	36,315.8	Standard	$13,352.07
2113-Map-09	4,676.5	18,456.9	43,975.6	216,151.6	Standard	$52,111.00
2113-Map-10	0.0	3,876.7	0.0	32,911.0	Standard	$7,193.88
2113-Map-11	466.4	9,022.0	15,937.6	122,101.1	Standard	$32,495.99
2113-Map-12	4,728.8	27,283.9	23,047.6	286,544.7	Standard	$60,194.41
2113-Map-13	0.0	4,113.8	0.0	37,078.3	Standard	$8,003.00
TOTAL	**26,144.4**	**124,390.4**	**293,308.6**	**1,421,205.9**		**$372,108.00**

Streetscape District and Map	Linear Feet of Turf	Linear Feet of Landscaping	Square Footage of Turf	Square Footage of Landscaping	Service Level	Annual Cost
2111 Fiddyment						
2111-Map-01	1,017.7	2,441.5	38,273.2	35,299.2	Standard	$18,397.50
2111-Map-02	1,867.2	2,269.5	56,958.2	76,946.6	Standard	$32,238.38
2111-Map-03	7,062.6	12,148.3	98,019.7	156,110.7	Standard	$51,900.00
2111-Map-04	2,787.5	2,770.9	24,197.4	20,977.7	Standard	$11,410.55
2111-Map-05	1,198.6	16,903.4	15,032.3	131,740.9	Standard	$30,256.74
2111-Map-06	2,491.4	20,237.7	54,445.7	151,928.9	Standard	$39,300.00
2111-Map-07	0.0	19,875.5	0.0	131,551.0	Standard	$28,137.00
2111-Map-08	862.3	14,393.9	55,655.5	143,547.9	Standard	$37,077.00
2111-Map-09	765.7	4,986.6	47,660.5	67,469.4	Standard	$25,154.30
2111-Map-10	914.3	17,965.0	6,418.1	116,747.9	Standard	$24,727.78
2111-Map-11	0.0	8,299.3	0.0	157,510.8	Standard	$34,300.00
2111-Map-12	0.0	13,723.1	0.0	83,973.5	Standard	$18,236.90
2111-Map-13	529.8	11,399.2	3,296.8	69,968.2	Standard	$13,355.95
2111-Map-14	0.0	4,473.1	0.0	22,301.7	Standard	$4,567.17
2111-Map-15	0.0	7,084.0	0.0	29,212.2	Standard	$7,304.73
2111-Map-16	0.0	11,743.3	0.0	61,087.2	Standard	$12,877.00
2111-Map-17	0.0	9,163.0	0.0	55,253.0	Standard	$12,032.00
2111-Map-18	0.0	13,524.2	0.0	59,085.4	Standard	$12,243.00
2111-Map-19	0.0	12,061.4	0.0	61,895.7	Standard	$12,930.00
2111-Map-20	0.0	2,585.1	0.0	26,164.0	Standard	$8,398.00
TOTAL	**19,497.1**	**212,547.5**	**399,957.4**	**1,678,415.0**		**$434,844.00**

Streetscape District and Map	Linear Feet of Turf	Linear Feet of Landscaping	Square Footage of Turf	Square Footage of Landscaping	Service Level	Annual Cost
2114 Longmeadow						
2114-Map-01	211.2	4,909.0	10,665.6	62,154.6	Standard	$12,848.48
2114-Map-02	898.9	7,926.1	5,536.0	75,642.7	Standard	$13,635.52
TOTAL	**1,110.1**	**12,835.1**	**16,201.6**	**137,797.3**		**$26,484.00**

Streetscape District and Map	Linear Feet of Turf	Linear Feet of Landscaping	Square Footage of Turf	Square Footage of Landscaping	Service Level	
2115 Infill 4						
2115-Map-01 (*Rosepark*)	2,451.8	3,317.2	13,120.8	18,652.0	Standard	$4,803.66
2115-Map-02 (*Church*)	0.0	584.4	0.0	7,179.6	Standard	$925.89
2115-Map-03 *(Woodlake)*	1,702.8	1,747.8	18,021.5	14,599.1	Standard	$4,714.98
2115-Map-04 *(American Dream)*	0.0	4,305.3	0.0	21,972.9	Standard	$5,861.52

2115-Map-05 *(Old Auburn Spahn Ranch)*	0.0	1,920.8	0.0	17,261.0	Standard	$2,437.94
TOTAL	**4,154.6**	**11,875.5**	**31,142.3**	**79,664.6**		**$18,744.00**

Streetscape District and Map	Linear Feet of Turf	Linear Feet of Landscaping	Square Footage of Turf	Square Footage of Landscaping	Service Level	Annual Cost
2117 Stone Point CFD 4						
2117-Map-01	0.0	2,989.9	0.0	27,742.9	Standard	$6,888.00
TOTAL	**0.0**	**2,989.9**	**0.0**	**27,742.9**		**$6,888.00**

Streetscape District and Map	Linear Feet of Turf	Linear Feet of Landscaping	Square Footage of Turf	Square Footage of Landscaping	Service Level	Annual Cost
1001 General Fund						
1001/IV-Map-01	2,886.1	6,796.3	31,922.2	84,573.6	Standard	$25,131.00
1001/IV-Map-02	0.0	435.0	0.0	2,134.1	Standard	$343.00
1001/IV-Map-03	180.6	9,878.4	1,360.6	28,009.0	Standard	$4,806.00
1001/IV-Map-04	0.0	8,187.4	0.0	248,077.7	Standard	$46,847.00
1001/IV-Map-05	1,255.3	4,329.4	1,409.8	24,264.2	Standard	$4,275.00
1001/IV-Map-06	0.0	3,450.7	0.0	18,279.7	Standard	$2,936.00
1001/IV-Map-07	5,493.8	12,308.4	44,319.4	69,927.0	Standard	$25,097.00
1001/IV-Map-08	0.0	4,040.8	0.0	25,697.3	Standard	$4,213.00
1001/IV-Map-09	0.0	1,417.8	0.0	29,609.7	Standard	$5,030.00
1001/IV-Map-10	0.0	1,867.9	0.0	42,813.6	Standard	$6,877.00
1001/IV-Map-11	0.0	1,586.9	0.0	10,524.4	Standard	$1,691.00
1001/IV-Map-12	0.0	3,011.5	0.0	24,566.1	Standard	$3,946.00
1001/IV-Map-13	0.0	2,266.8	0.0	10,631.5	Standard	$1,689.00
IV- SUBTOTAL	**9,815.8**	**59,577.3**	**79,012.0**	**619,107.9**		
1001/NC-Map-01	690.3	352.3	5,976.8	13,464.6	Standard	$3,946.00
1001/NC-Map-02	0.0	386.1	0.0	1,209.2	Standard	$194.00
NC-SUBTOTAL	**690.3**	**738.4**	**5,976.8**	**14,673.8**		
1001/NW-Map-01	0.0	139.0	0.0	786.3	Standard	$223.00
1001/NW-Map-02	431.4	2,288.9	3,450.0	13,906.7	Standard	$3,850.00
1001/NW-Map-03	437.9	297.1	2,450.8	4,135.1	Standard	$1,340.00
1001/NW-Map-04	0.0	3,116.0	0.0	21,189.4	Standard	$4,302.00
1001/NW-Map-05	1,278.8	4,581.1	12,673.1	33,326.3	Standard	$9,340.00
1001/NW-Map-06	0.0	1,022.4	0.0	3,651.7	Standard	$742.00
1001/NW-Map-07	0.0	4,675.5	0.0	27,416.0	Standard	$5,566.00
NW- SUBTOTAL	**2,148.1**	**16,120.0**	**18,573.9**	**104,411.5**		
TOTAL	**12,654.2**	**76,435.6**	**103,562.7**	**738,193.2**		**$162,384.00**

Streetscape District and Map	Linear Feet of Turf	Linear Feet of Landscaping	Square Footage of Turf	Square Footage of Landscaping	Service Level	Annual Cost
2120 Campus Oaks						
2120-Map-01	0.0	6,980.6	0.0	72,618.7	Standard	$19,066.85
2120-Map-02	0.0	3,867.7	0.0	26,908.0	Standard	$4,928.00
2120-Map-03	0.0	3,342.1	0.0	22,160.9	Standard	$4,654.00
2120-Map-04	0.0	5,062.1	0.0	23,570.2	Standard	$4,749.00
2120-Map-05	0.0	3,743.9	0.0	18,931.4	Standard	$4,000.00
2120-Map-06	0.0	3,574.6	0.0	9,850.7	Standard	$1,794.15
2120-Map-08	0.0	1,488.4	0.0	7,914.0		$1,824.00
TOTAL	**0.0**	**34,469.5**	**0.0**	**288,794.1**		**$41,016.00**

Streetscape District and Map	Linear Feet of Turf	Linear Feet of Landscaping	Square Footage of Turf	Square Footage of Landscaping	Service Level	**$2,398.66**
2121 Creekview Village						
2121-Map-01	0.0	10,165.1	0.0	70,669.0	Standard	$14,396.00
2121-Map-02	0.0	2,253.2	0.0	25,732.0	Standard	$5,196.00
2121-Map-03	0.0	7,133.1	0.0	124,068.6	Standard	$24,792.00
2121-Map-04	0.0	1,533.1	0.0	12,989.5	Standard	$2,724.00
2121-Map-05	0.0	19,262.8	0.0	140,643.0	Standard	$29,536.00
TOTAL	**0.0**	**21,084.4**	**0.0**	**233,459.2**		**$76,644.00**

Streetscape District and Map	Linear Feet of Turf	Linear Feet of Landscaping	Square Footage of Turf	Square Footage of Landscaping	Service Level	Annual Cost
2122 Sierra Vista						
2122-Map-01	324.2	8,876.1	6,209.7	65,593.1	Standard	$14,851.24
2122-Map-02	1,246.5	20,960.8	22,419.9	154,961.0	Standard	$37,170.00
2122-Map-03	287.0	5,430.6	4,673.0	40,702.4	Standard	$9,526.03
2122-Map-04	0.0	2,270.4	0.0	16,320.3	Standard	$3,743.00
2122-Map-05	0.0	6,424.6	0.0	84,578.8	Standard	$15,012.77
2122-Map-06	0.0	4,452.8	0.0	17,842.8	Standard	$3,325.61
2122-Map-07	0.0	13,446.9	0.0	99,513.9	Standard	$16,180.00
2122-Map-08	0.0	8,009.8	0.0	71,324.6	Standard	$14,978.00
2122-Map-09	0.0	5,988.7	0.0	57,618.9	Standard	$10,198.00
2122-Map-10	0.0	8,412.6	0.0	61,627.5	Standard	$10,908.00
2122-Map-11	0.0	4,464.1	0.0	52,595.8	Standard	$10,703.35
2122-Map-12	0.0	2,298.2	0.0	22,660.0	Standard	$4,521.00
2122-Map-13	0.0	4,963.9	0.0	56,922.7	Standard	$12,311.00
2122-Map-14	0.0	7,705.1	0.0	32,377.1	Standard	$6,804.00
2122-Map-15	0.0	5,947.1	0.0	48,640.5	Standard	$10,212.00
TOTALS	**1,857.7**	**109,651.6**	**33,302.6**	**883,279.5**		**$180,444.00**

CITY OF ROSEVILLE
TRADITION • PRIDE • PROGRESS

Notice of Exemption

To: Placer County Clerk
Recorder's Office
2954 Richardson Drive
Auburn, CA 95603

From: City of Roseville
Community Development Dept.
311 Vernon Street
Roseville, CA 95678

Project Title: 2018 Parks and Landscape Maintenance Services Contract (RFP 13-064)

Project Location(s): Within City owned and managed park sites, Roseville, CA.

Project Description: The project is a proposal by the Parks, Recreation and Libraries Department to contract for park and landscape maintenance and repair services.

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 of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of public or private structures, facilities, mechanical equipment, or topographical features involving negligible or no expansion of use beyond that existing at the time of the Lead Agency's determination. ....Examples include but are not limited to: (d) Restoration or rehabilitation of deteriorated or damaged structures, facilities, or mechanical equipment... and (h) Maintenance of existing landscaping.... "

The project involves landscape maintenance and repairs to existing equipment. No environmentally sensitive resources are located within the project sites; therefore the Class 1 Exemption is applicable to the proposed project.

Lead Agency Contact Person: Eric Dexter, Parks, Recreation and Libraries Department, 316 Vernon Street, Roseville, CA 95678. (916) 746 1769.

Signature: _____ Date: 11-7-2018

Mark J. Morse, Environmental Coordinator
City of Roseville

COUNCIL COMMUNICATION

CC #: 2404
File #: 0501

Title:	2022 Building Standards Code Adoption
Contact:	Jason Rizzi 916-774-5802 jrizzi@roseville.ca.us Jim Mangino 916-774-5390 jmangino@roseville.ca.us

Meeting Date: 12/7/2022
Item #: 6.28.

RECOMMENDATION TO COUNCIL

Staff recommends adopting ORDINANCE NO. 6571 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTION 16.04.100 OF CHAPTER 16.04, RE-ADOPTING AND AMENDING SECTION 16.04.310 OF CHAPTER 16.04, AND REPEALING SECTION 16.04.830 OF CHAPTER 16.04, AMENDING SECTIONS 16.16.020 OF CHAPTER 16.16, RE-ADOPTING SECTION 16.16.030 OF CHAPTER 16.16, AMENDING SECTIONS 16.16.040, 16.16.050, 16.16.060, 16.16.110 AND 16.16.130 OF CHAPTER 16.16 OF TITLE 16 OF THE ROSEVILLE MUNICIPAL CODE REGARDING BUILDINGS AND CONSTRUCTION, for second reading and adoption. Staff further recommends the City Council adopt an urgency ordinance amending Title 16 of the Roseville Municipal Code, which prescribes regulations governing building standards and conditions hazardous to life and property, and declaring the ordinance to be effective December 7, 2022 as an urgency ordinance.

BACKGROUND

On November 2, 2022, the City Council introduced for first reading Ordinance No. 6571 amending Title 16 of the Roseville Municipal Code, which prescribes regulations governing building standards and conditions hazardous to life and property. The purpose of Ordinance No. 6571 is to adopt the 2022 California Building Standards Code contained within Title 24 of the California Code of Regulations, which has an enforcement date of January 1, 2023. The introduction and first reading of Ordinance No. 6571 was approved by Council unanimously, and the ordinance was scheduled to return to Council for second reading and adoption at the November 16, 2022 City Council meeting, however, the November 16th meeting was subsequently cancelled.

Pursuant to Health & Safety Code section 17958, the updated Building Standards Code becomes the City's default rules for building matters on January 1, 2023. However, the City is permitted to adopt the Building Standards Code with the City's own local amendments by adopting the Code and any local amendments by January 1, 2023. The City's proposed adoption of the newest California Building Standards Code includes certain local amendments, particularly to the Fire Code, which are necessary due to local geological, topographic, and climatic

conditions of the City of Roseville.

To ensure these local amendments are adopted with and made part of the updated California Building Standards Code before the January 1, 2023 date, it is recommended that the City Council also adopt an urgency ordinance amending Title 16 of the Roseville Municipal Code to be effective immediately. Because an urgency ordinance is effective immediately, the City will have satisfied any requirements to have the Building Standards Code and any local amendments adopted prior to January 1, 2023.

Thus, the items before the City Council are the second reading and adoption of Ordinance No. 6571 and adoption of a separate urgency ordinance, both of which will amend Title 16 of the Roseville Municipal Code to adopt the 2022 California Building Standards Code and the necessary local amendments. It is recommended that Council approve and adopt both items.

FISCAL IMPACT

The fiscal impact on the City includes new code resources and staff training on the updated Building Code Standards. These costs have been accounted for within the current budgets of both the Fire Department and the Development Services Department.

ENVIRONMENTAL REVIEW

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

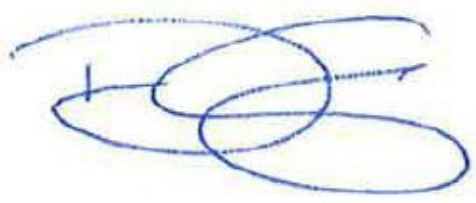
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Not applicable.

Respectfully Submitted,

Jason Rizzi, Assistant Fire Chief

Rick Bartee, Fire Chief



_____

Dominick Casey, City Manager

ATTACHMENTS:

Description

Ordinance 6571

Ordinance 6572

ORDINANCE NO. 6571

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTION 16.04.100 OF CHAPTER 16.04, RE-ADOPTING AND AMENDING SECTION 16.04.310 OF CHAPTER 16.04, AND REPEALING SECTION 16.04.830 OF CHAPTER 16.04, AMENDING SECTIONS 16.16.020 OF CHAPTER 16.16, RE-ADOPTING SECTION 16.16.030 OF CHAPTER 16.16, AMENDING SECTIONS 16.16.040, 16.16.050, 16.16.060, 16.16.110 AND 16.16.130 OF CHAPTER 16.16 OF TITLE 16 OF THE ROSEVILLE MUNICIPAL CODE REGARDING BUILDINGS AND CONSTRUCTION

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. Section 16.04.100 of Chapter 16.04 of Title 16 of the Roseville Municipal Code is hereby amended to read as follows:

16.04.100 California Building Standards Code—Adopted.

A. The 2022 California Building Standards Code is hereby adopted by the City of Roseville and incorporated by reference into the City of Roseville Municipal Code, as amended by this chapter. The 2022 California Building Standards Code includes, but is not limited to, the following:

1. 2022 California Building Code-Volumes 1 and 2 of the California Code of Regulations Title 24 Part 2.

2. 2022 California Residential Code of the California Code of Regulations Title 24 Part 2.5.

3. Appendix AH, Patio Covers of the 2022 California Residential Code of the California Code of Regulations Title 24 Part 2.5.

4. 2022 California Electrical Code of the California Code of Regulations Title 24 Part 3.

5. 2022 California Mechanical Code of the California Code of Regulations Title 24 Part 4.

6. 2022 California Plumbing Code of the California Code of Regulations Title 24 Part 5, including appendix A and M of the 2022 California Plumbing Code.

7. 2022 California Energy Code of the California Code of Regulations Title 24 Part 6.

8. 2022 California Historical Building Code of the California Code of Regulations Title 24 Part 8.

9. 2022 California Existing Building Code of the California Code of Regulations Title 24 Part 10.

10. 2022 California Green Building Standards Code of the California Code of Regulations Title 24 Part 11.

B. There is at least one copy of said code on file in the office of the building official for use and examination by the public.

SECTION 2. Section 16.04.310 of Chapter 16.04 of Title 16 of the Roseville Municipal Code is hereby re-adopted and amended to read as follows:

16.04.310 Findings and modifications.

A. The city council of the City of Roseville finds and declares that the additions, modifications, and changes made to these codes are necessary for the protection of the public health, safety, and welfare due to climatic, geological, or topographical conditions. These amendments are authorized under Health and Safety Code Section 17958 and are identified as follows:

1. Climatic. Average yearly rainfall for the city is approximately 18 inches; with the majority occurring between October and April. During the summer months, there is generally no measurable precipitation and temperatures for this dry period range from 70 to 112 degrees Fahrenheit. Pools are common as a result of the high summer temperatures. High summer month temperatures are frequently accompanied by light to gusty westerly and northerly winds. The relative humidity during the summer months averages from two to 30 millimeters of mercury (Hg), which is considered arid. The city is surrounded by thousands of acres of grasslands which, during the summer months are dried to the point at which they are exceedingly combustible and easily ignited.

2. Topographical. The city is segmented by several topographical and physical features, including minor rivers, steep canyons, natural parkways, open space, freeways, railroad tracks, drainage canals, and sprawling industrial facilities. Heavy traffic congestion on city streets acts as a barrier for fire and emergency vehicles providing timely response. Preservation of wetland areas, natural parkways, riparian corridors, vernal pools, open space, and endangered species' habitats have all contributed to access problems while also resulting in exemptions from vegetation reduction programs. These situations, though environmentally important, increase the demands on the fire department due to extreme fire hazards created by increased fuel loading and access limitations. These conditions also result in natural aquifers that the city uses for water, resulting in differing water sources.

3. Geological. The city is located within a Seismic Design Category D area and is subject to ground tremors. Flooding has occurred in the portions of the city that lie adjacent to Roseville's numerous creeks and streams.

B. The building official is authorized to render interpretations of this code and make and enforce rules and supplemental regulations in order to carry out its application. The building official maybe guided by future supplements to the California Building Code. Such interpretations, rules and regulations and supplements shall conform with the intent and purpose

of the California Building Code and shall be available to the public during normal business hours.

C. When there are practical difficulties involved in carrying out the provisions of this code, the building official may grant modifications for individual cases. The building official shall first find that a special individual reason makes the strict letter of this code impractical and that the modification is in conformance with the intent and purpose of this code and that such modification does not lessen any fire-protection requirements or any degree of structural integrity. The details of any action granting modifications shall be recorded and entered in the files of the City of Roseville.

SECTION 3. Section 16.04.830 of Chapter 16.04 of Title 16 of the Roseville Municipal Code is hereby repealed in its entirety:

SECTION 4. Section 16.16.020 of Chapter 16.16 of Title 16 of the Roseville Municipal Code is hereby amended to read as follows:

16.16.020 California Fire Code and International Fire Code—Adopted by reference.

The 2022 California Fire Code Title 24, Part 9 of the California Code of Regulations, together with Appendices B, BB, C, CC, D, as well as the 2021 International Fire Code, save and except such portions as are hereunder deleted, modified, or amended, are hereby adopted by reference.

SECTION 5. Section 16.16.030 of Chapter 16.16 of Title 16 of the Roseville Municipal Code is hereby re-adopted in its entirety to read:

16.16.30 Findings.

The city council of the City of Roseville finds and declares that the additions, modifications, and changes made to these codes are necessary for the protection of the public health, safety, and welfare due to climatic, geological, or topographical conditions. These amendments are authorized under Health and Safety Code Section 17958 and are identified as follows:

A. Climatic. Average yearly rainfall for the city is approximately 18 inches; with the majority occurring between October and April. During the summer months, there is generally no measurable precipitation and temperatures for this dry period range from 70 to 112 degrees Fahrenheit. High summer month temperatures are frequently accompanied by light to gusty westerly and northerly winds. The relative humidity during the summer months averages from two to 30 millimeters of mercury (Hg), which is considered arid. The city is surrounded by thousands of acres of grasslands which, during the summer months are dried to the point at which they are exceedingly combustible and easily ignited.

B. Topographical. The city is segmented by several topographical and physical features, including minor rivers, steep canyons, natural parkways, open space, freeways, railroad tracks, drainage canals, and sprawling industrial facilities. Heavy traffic congestion on city streets acts as a barrier for fire and emergency vehicles providing timely response. Preservation of wetland areas, natural parkways, riparian corridors, vernal pools, open space, and endangered

species' habitats have all contributed to access problems while also resulting in exemptions from vegetation reduction programs. These situations, though environmentally important, increase the demands on the fire department due to extreme fire hazards created by increased fuel loading and access limitations.

C. Geological. The city is located within a seismic design category D area and is subject to ground tremors. Flooding has occurred in the portions of the city that lie adjacent to Roseville's numerous creeks and streams.

SECTION 6. Section 16.16.040 of Chapter 16.16 of Title 16 of the Roseville Municipal Code is hereby amended to read as follows:

16.16.40 Permits and fees.

A. Chapter 1, Section 107 of the California Fire Code, as adopted by the city, is hereby amended to read as follows:

> 107 Fees. Each person who applies for, requests, or receives a permit, permit amendment, or service furnished by the fire department shall, at such time, pay the applicable fee or fees provided for by resolution of the city council.

B. Minimum Fee Remittance. Prior to providing service, except for emergency services, a minimum fee remittance is required based on the approved fee established for said service(s). The minimum amount for an estimated fee calculation is required at the time of request for service. Adjustments to the estimated fee may be made depending upon work required.

C. Modification of Fees. The fire chief shall have the authority to waive or modify any fee imposed due to services provided by the fire department as stated herein and established by resolution of the city council for good cause providing such waiver or modification request is submitted in writing, stating the reason such waiver or modification is necessary, prior to the payment of the fee.

SECTION 7. Section 16.16.050 of Chapter 16.16 of Title 16 of the Roseville Municipal Code is hereby amended to read as follows:

16.16.050 Appeals.

Chapter 1, Section 111.1 of the California Fire Code, as adopted by the city, is hereby amended to read as follows:

> 111.1 Appeals. Any person aggrieved by any decision or action of the Chief or designated representative may appeal the decision or action subject to the provisions of Section 16.04.110 of the Municipal Code referring to the Board of Appeals. The Board of Appeals designated therein shall also serve as the Board of Appeals under the California Fire Code. The fire chief or his or her designee shall serve as ex-officio member of the Board of Appeals in all appeals under the California Fire Code.

SECTION 8. Section 16.16.060 of Chapter 16.16 of Title 16 of the Roseville Municipal Code is hereby amended to read as follows:

16.16.060 Violations.

Chapter 1, Section 112.4 of the California Fire Code is hereby amended to read as follows:

> 112.4 Violation penalties. Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under provisions of this code, shall be charged with either an infraction or a misdemeanor at the discretion of the city attorney.

SECTION 9. Section 16.16.110 of Chapter 16.16 of Title 16 of the Roseville Municipal Code is hereby amended to read as follows:

16.16.110 Fire protection systems.

A. Fire Control Room. An approved fire control room shall be provided for all buildings protected by an automatic fire extinguishing system. Fire control rooms shall meet the following requirements:

1. Fire control rooms shall contain only fire system control valves, fire alarm control panels and other related fire system equipment.

2. The location of the fire control room shall be approved by the fire code official.

3. Fire control rooms shall have minimum dimensions of five feet by seven feet.

4. Fire control rooms shall be constructed with a one-hour fire rating.

5. Fire control rooms shall be provided with an exterior access door approved by the fire code official.

6. Durable signage shall be provided on the exterior side of the access door.

7. Storage of materials in fire control rooms is prohibited.

B. New Buildings. An approved automatic sprinkler system shall be provided in every new building where the total fire area is 3,600 square feet or greater.

C. Passive Purge Sprinkler System. One- and two-family dwellings designed and installed with a sprinkler system in accordance with NFPA 13D shall utilize passage purge on a remote domestic plumbing fixture.

D. Building Additions. An approved automatic sprinkler system shall be provided in every existing building, except one- and two-family dwellings, when an addition to the floor area is made increasing the size of the building to 3,600 square feet or greater.

E. Design Criteria. Minimum sprinkler systems design requirements are as follows unless otherwise approved by the fire code official:

1. Office buildings shall be designed to Ordinary Hazard Group 1.

2. Mercantile and Storage Occupancies with a ceiling height of up to 20 feet shall be designed to Ordinary Hazard Group 2; with a minimum design area of 3,000 square feet.

3. Mercantile and Storage Occupancies with a ceiling height exceeding 20 feet shall be designed with a minimum sprinkler density of 0.495; with a minimum design area of 2,000 square feet.

F. Upright Sprinklers. Upright sprinklers shall be installed in all construction types. Exceptions:

1. The following construction types: Type IA, IB, IIA.

2. In all construction types where the roof-system is exposed and contains no ceiling structure or concealed spaces.

3. Sprinkler systems designed in accordance with NFPA 13D.
4. Sprinkler systems designed in accordance with NFPA 13R.

G. Chapter 9, Section 903.4.2 of the California Fire Code, as adopted by the city, is hereby amended to read as follows:

903.4.2 Alarms. One exterior approved audible alarm and visual strobe device, located on the exterior of the building in an approved location, shall be connected to each automatic sprinkler system. Such sprinkler water-flow alarm devices shall be activated by water flow equivalent to the flow of a single sprinkler of the smallest orifice size installed in the system. Where a fire alarm system is installed, actuation of the automatic sprinkler system shall actuate the building fire alarm system. Visible alarm notification appliances shall not be required except when required by Section 907. A single approved audible alarm and visual strobe device shall be provided in the interior of the building in a normally occupied location within each space, unless otherwise required by the California Fire Code.

H. Chapter 9, Section 907.6.6 of the California Fire Code, as adopted by the city, is hereby amended to read as follows:

907.6.6 Monitoring. Fire alarm systems required by this chapter or by the California Building Code shall be monitored by a Central Station Service (UUFX) that is listed in the current edition of the UL Online Certifications Directory unless otherwise required by the California Fire Code.

Exceptions: Monitoring by a supervised station is not required for:

1. Single and multi-station smoke alarms required by Section 907.2.11.

2. Smoke detectors in Group I-3 occupancies *shall be monitored in accordance with Section 907.2.6.3*.

3. Automatic sprinkler systems in one- and two-family dwellings.

I. Combination Alarm Systems. Combination fire and burglar alarm systems are not permitted. Exception: Group R-3 and R-3.1.

J. Fire-Extinguishing Equipment. Automatic fire-extinguishing systems for the protection of grease removal devices, hoods, duct systems and cooking equipment shall be monitored in accordance with 907.6.6.

K. Fire Alarm Control Panel. Buildings requiring a fire alarm system shall be equipped with a single fire alarm control panel unless approved by the Fire Code Official.

SECTION 10. Section 16.16.130 of Chapter 16.16 of Title 16 of the Roseville Municipal Code is hereby amended to read as follows:

16.16.130 Fire safety during construction and demolition.

A. Chapter 33, Section 3311.1 of the California Fire Code, as adopted by the city, is hereby amended to read as follows:

> **3311.1 Required access.** Approved vehicle access for firefighting shall be provided to all construction or demolition sites. Vehicle access shall be provided to within 100 feet (30,480 mm) of temporary or permanent fire department connections. Vehicle access shall be provided with an AC pavement or equivalent surface capable of supporting vehicle loading so as to provide all weather driving capabilities. Said fire access road shall be constructed prior to the presence of on site combustible products and shall be maintained throughout the construction process.

B. Premises Identification. Buildings under construction shall have approved address numbers, building numbers or approved building identification placed at the entry point of each fire access road.

SECTION 11. This ordinance shall be effective at the expiration of thirty (30) days from the date of adoption.

SECTION 12. The City Clerk is hereby directed to cause this ordinance to be published in full at least once within fourteen (14) days after it is adopted in a newspaper of general circulation in the City, or shall within fourteen (14) days after its adoption cause this ordinance to be posted in full in at least three (3) public places in the City and enter in the Ordinance Book a certificate stating the time and place of said publication by posting.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

ORDINANCE NO. 6572

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTION 16.04.100 OF CHAPTER 16.04, RE-ADOPTING AND AMENDING SECTION 16.04.310 OF CHAPTER 16.04, AND REPEALING SECTION 16.04.830 OF CHAPTER 16.04, AMENDING SECTIONS 16.16.020 OF CHAPTER 16.16, RE-ADOPTING SECTION 16.16.030 OF CHAPTER 16.16, AMENDING SECTIONS 16.16.040, 16.16.050, 16.16.060, 16.16.110 AND 16.16.130 OF CHAPTER 16.16 OF TITLE 16 OF THE ROSEVILLE MUNICIPAL CODE REGARDING BUILDINGS AND CONSTRUCTION, AND DECLARING THIS ORDINANCE TO BE EFFECTIVE DECEMBER 7, 2022 AS AN URGENCY ORDINANCE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. Section 16.04.100 of Chapter 16.04 of Title 16 of the Roseville Municipal Code is hereby amended to read as follows:

16.04.100 California Building Standards Code—Adopted.

A. The 2022 California Building Standards Code is hereby adopted by the City of Roseville and incorporated by reference into the City of Roseville Municipal Code, as amended by this chapter. The 2022 California Building Standards Code includes, but is not limited to, the following:

1. 2022 California Building Code-Volumes 1 and 2 of the California Code of Regulations Title 24 Part 2.

2. 2022 California Residential Code of the California Code of Regulations Title 24 Part 2.5.

3. Appendix AH, Patio Covers of the 2022 California Residential Code of the California Code of Regulations Title 24 Part 2.5.

4. 2022 California Electrical Code of the California Code of Regulations Title 24 Part 3.

5. 2022 California Mechanical Code of the California Code of Regulations Title 24 Part 4.

6. 2022 California Plumbing Code of the California Code of Regulations Title 24 Part 5, including appendix A and M of the 2022 California Plumbing Code.

7. 2022 California Energy Code of the California Code of Regulations Title 24 Part 6.

8. 2022 California Historical Building Code of the California Code of Regulations Title 24 Part 8.

9. 2022 California Existing Building Code of the California Code of Regulations Title 24 Part 10.

10. 2022 California Green Building Standards Code of the California Code of Regulations Title 24 Part 11.

B. There is at least one copy of said code on file in the office of the building official for use and examination by the public.

SECTION 2. Section 16.04.310 of Chapter 16.04 of Title 16 of the Roseville Municipal Code is hereby re-adopted and amended to read as follows:

16.04.310 Findings and modifications.

A. The city council of the City of Roseville finds and declares that the additions, modifications, and changes made to these codes are necessary for the protection of the public health, safety, and welfare due to climatic, geological, or topographical conditions. These amendments are authorized under Health and Safety Code Section 17958 and are identified as follows:

1. Climatic. Average yearly rainfall for the city is approximately 18 inches; with the majority occurring between October and April. During the summer months, there is generally no measurable precipitation and temperatures for this dry period range from 70 to 112 degrees Fahrenheit. Pools are common as a result of the high summer temperatures. High summer month temperatures are frequently accompanied by light to gusty westerly and northerly winds. The relative humidity during the summer months averages from two to 30 millimeters of mercury (Hg), which is considered arid. The city is surrounded by thousands of acres of grasslands which, during the summer months are dried to the point at which they are exceedingly combustible and easily ignited.

2. Topographical. The city is segmented by several topographical and physical features, including minor rivers, steep canyons, natural parkways, open space, freeways, railroad tracks, drainage canals, and sprawling industrial facilities. Heavy traffic congestion on city streets acts as a barrier for fire and emergency vehicles providing timely response. Preservation of wetland areas, natural parkways, riparian corridors, vernal pools, open space, and endangered species' habitats have all contributed to access problems while also resulting in exemptions from vegetation reduction programs. These situations, though environmentally important, increase the demands on the fire department due to extreme fire hazards created by increased fuel loading and access limitations. These conditions also result in natural aquifers that the city uses for water, resulting in differing water sources.

3. Geological. The city is located within a Seismic Design Category D area and is subject to ground tremors. Flooding has occurred in the portions of the city that lie adjacent to Roseville's numerous creeks and streams.

B. The building official is authorized to render interpretations of this code and make and enforce rules and supplemental regulations in order to carry out its application. The building official maybe guided by future supplements to the California Building Code. Such interpretations, rules and regulations and supplements shall conform with the intent and purpose

of the California Building Code and shall be available to the public during normal business hours.

C. When there are practical difficulties involved in carrying out the provisions of this code, the building official may grant modifications for individual cases. The building official shall first find that a special individual reason makes the strict letter of this code impractical and that the modification is in conformance with the intent and purpose of this code and that such modification does not lessen any fire-protection requirements or any degree of structural integrity. The details of any action granting modifications shall be recorded and entered in the files of the City of Roseville.

SECTION 3. Section 16.04.830 of Chapter 16.04 of Title 16 of the Roseville Municipal Code is hereby repealed in its entirety:

SECTION 4. Section 16.16.020 of Chapter 16.16 of Title 16 of the Roseville Municipal Code is hereby amended to read as follows:

16.16.020 California Fire Code and International Fire Code—Adopted by reference.

The 2022 California Fire Code Title 24, Part 9 of the California Code of Regulations, together with Appendices B, BB, C, CC, D, as well as the 2021 International Fire Code, save and except such portions as are hereunder deleted, modified, or amended, are hereby adopted by reference.

SECTION 5. Section 16.16.030 of Chapter 16.16 of Title 16 of the Roseville Municipal Code is hereby re-adopted in its entirety to read:

16.16.30 Findings.

The city council of the City of Roseville finds and declares that the additions, modifications, and changes made to these codes are necessary for the protection of the public health, safety, and welfare due to climatic, geological, or topographical conditions. These amendments are authorized under Health and Safety Code Section 17958 and are identified as follows:

A. Climatic. Average yearly rainfall for the city is approximately 18 inches; with the majority occurring between October and April. During the summer months, there is generally no measurable precipitation and temperatures for this dry period range from 70 to 112 degrees Fahrenheit. High summer month temperatures are frequently accompanied by light to gusty westerly and northerly winds. The relative humidity during the summer months averages from two to 30 millimeters of mercury (Hg), which is considered arid. The city is surrounded by thousands of acres of grasslands which, during the summer months are dried to the point at which they are exceedingly combustible and easily ignited.

B. Topographical. The city is segmented by several topographical and physical features, including minor rivers, steep canyons, natural parkways, open space, freeways, railroad tracks, drainage canals, and sprawling industrial facilities. Heavy traffic congestion on city streets acts as a barrier for fire and emergency vehicles providing timely response. Preservation

of wetland areas, natural parkways, riparian corridors, vernal pools, open space, and endangered species' habitats have all contributed to access problems while also resulting in exemptions from vegetation reduction programs. These situations, though environmentally important, increase the demands on the fire department due to extreme fire hazards created by increased fuel loading and access limitations.

C. Geological. The city is located within a seismic design category D area and is subject to ground tremors. Flooding has occurred in the portions of the city that lie adjacent to Roseville's numerous creeks and streams.

SECTION 6. Section 16.16.040 of Chapter 16.16 of Title 16 of the Roseville Municipal Code is hereby amended to read as follows:

16.16.40 Permits and fees.

A. Chapter 1, Section 107 of the California Fire Code, as adopted by the city, is hereby amended to read as follows:

> 107 Fees. Each person who applies for, requests, or receives a permit, permit amendment, or service furnished by the fire department shall, at such time, pay the applicable fee or fees provided for by resolution of the city council.

B. Minimum Fee Remittance. Prior to providing service, except for emergency services, a minimum fee remittance is required based on the approved fee established for said service(s). The minimum amount for an estimated fee calculation is required at the time of request for service. Adjustments to the estimated fee may be made depending upon work required.

C. Modification of Fees. The fire chief shall have the authority to waive or modify any fee imposed due to services provided by the fire department as stated herein and established by resolution of the city council for good cause providing such waiver or modification request is submitted in writing, stating the reason such waiver or modification is necessary, prior to the payment of the fee.

SECTION 7. Section 16.16.050 of Chapter 16.16 of Title 16 of the Roseville Municipal Code is hereby amended to read as follows:

16.16.050 Appeals.

Chapter 1, Section 111.1 of the California Fire Code, as adopted by the city, is hereby amended to read as follows:

> 111.1 Appeals. Any person aggrieved by any decision or action of the Chief or designated representative may appeal the decision or action subject to the provisions of Section 16.04.110 of the Municipal Code referring to the Board of Appeals. The Board of Appeals designated therein shall also serve as the Board of Appeals under the California Fire Code. The fire chief or his or her designee shall serve as ex-officio member of the Board of Appeals in all appeals under the California Fire Code.

SECTION 8. Section 16.16.060 of Chapter 16.16 of Title 16 of the Roseville Municipal Code is hereby amended to read as follows:

16.16.060 Violations.

Chapter 1, Section 112.4 of the California Fire Code is hereby amended to read as follows:

> 112.4 Violation penalties. Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under provisions of this code, shall be charged with either an infraction or a misdemeanor at the discretion of the city attorney.

SECTION 9. Section 16.16.110 of Chapter 16.16 of Title 16 of the Roseville Municipal Code is hereby amended to read as follows:

16.16.110 Fire protection systems.

A. Fire Control Room. An approved fire control room shall be provided for all buildings protected by an automatic fire extinguishing system. Fire control rooms shall meet the following requirements:

1. Fire control rooms shall contain only fire system control valves, fire alarm control panels and other related fire system equipment.

2. The location of the fire control room shall be approved by the fire code official.

3. Fire control rooms shall have minimum dimensions of five feet by seven feet.

4. Fire control rooms shall be constructed with a one-hour fire rating.

5. Fire control rooms shall be provided with an exterior access door approved by the fire code official.

6. Durable signage shall be provided on the exterior side of the access door.

7. Storage of materials in fire control rooms is prohibited.

B. New Buildings. An approved automatic sprinkler system shall be provided in every new building where the total fire area is 3,600 square feet or greater.

C. Passive Purge Sprinkler System. One- and two-family dwellings designed and installed with a sprinkler system in accordance with NFPA 13D shall utilize passage purge on a remote domestic plumbing fixture.

D. Building Additions. An approved automatic sprinkler system shall be provided in every existing building, except one- and two-family dwellings, when an addition to the floor area is made increasing the size of the building to 3,600 square feet or greater.

E. Design Criteria. Minimum sprinkler systems design requirements are as follows unless otherwise approved by the fire code official:

1. Office buildings shall be designed to Ordinary Hazard Group 1.

2. Mercantile and Storage Occupancies with a ceiling height of up to 20 feet shall be designed to Ordinary Hazard Group 2; with a minimum design area of 3,000 square feet.

3. Mercantile and Storage Occupancies with a ceiling height exceeding 20 feet shall be designed with a minimum sprinkler density of 0.495; with a minimum design area of 2,000 square feet.

F. Upright Sprinklers. Upright sprinklers shall be installed in all construction types. Exceptions:

1. The following construction types: Type IA, IB, IIA.

2. In all construction types where the roof-system is exposed and contains no ceiling structure or concealed spaces.

3. Sprinkler systems designed in accordance with NFPA 13D.
4. Sprinkler systems designed in accordance with NFPA 13R.

G. Chapter 9, Section 903.4.2 of the California Fire Code, as adopted by the city, is hereby amended to read as follows:

903.4.2 Alarms. One exterior approved audible alarm and visual strobe device, located on the exterior of the building in an approved location, shall be connected to each automatic sprinkler system. Such sprinkler water-flow alarm devices shall be activated by water flow equivalent to the flow of a single sprinkler of the smallest orifice size installed in the system. Where a fire alarm system is installed, actuation of the automatic sprinkler system shall actuate the building fire alarm system. Visible alarm notification appliances shall not be required except when required by Section 907. A single approved audible alarm and visual strobe device shall be provided in the interior of the building in a normally occupied location within each space, unless otherwise required by the California Fire Code.

H. Chapter 9, Section 907.6.6 of the California Fire Code, as adopted by the city, is hereby amended to read as follows:

907.6.6 Monitoring. Fire alarm systems required by this chapter or by the California Building Code shall be monitored by a Central Station Service (UUFX) that is listed in the current edition of the UL Online Certifications Directory unless otherwise required by the California Fire Code.

Exceptions: Monitoring by a supervised station is not required for:

1. Single and multi-station smoke alarms required by Section 907.2.11.

2. Smoke detectors in Group I-3 occupancies *shall be monitored in accordance with Section 907.2.6.3*.

3. Automatic sprinkler systems in one- and two-family dwellings.

I. Combination Alarm Systems. Combination fire and burglar alarm systems are not permitted. Exception: Group R-3 and R-3.1.

J. Fire-Extinguishing Equipment. Automatic fire-extinguishing systems for the protection of grease removal devices, hoods, duct systems and cooking equipment shall be monitored in accordance with 907.6.6.

K. Fire Alarm Control Panel. Buildings requiring a fire alarm system shall be equipped with a single fire alarm control panel unless approved by the Fire Code Official.

SECTION 10. Section 16.16.130 of Chapter 16.16 of Title 16 of the Roseville Municipal Code is hereby amended to read as follows:

16.16.130 Fire safety during construction and demolition.

A. Chapter 33, Section 3311.1 of the California Fire Code, as adopted by the city, is hereby amended to read as follows:

> **3311.1 Required access.** Approved vehicle access for firefighting shall be provided to all construction or demolition sites. Vehicle access shall be provided to within 100 feet (30,480 mm) of temporary or permanent fire department connections. Vehicle access shall be provided with an AC pavement or equivalent surface capable of supporting vehicle loading so as to provide all weather driving capabilities. Said fire access road shall be constructed prior to the presence of on site combustible products and shall be maintained throughout the construction process.

B. Premises Identification. Buildings under construction shall have approved address numbers, building numbers or approved building identification placed at the entry point of each fire access road.

SECTION 11. This ordinance shall be effective December 7, 2022 as an urgency ordinance.

SECTION 12. 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 December 7, 2022. A statement of urgency is as follows:

> It is necessary to amend Title 16 of the Roseville Municipal Code to adopt the 2022 California Building Standards Code and certain local amendments thereto, which are necessary for the protection of the public health, safety, and welfare, and for the orderly and necessary continuance of operations of the City.

SECTION 13. 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 #: 2441
File #: 0323 & 0214 & 0201-01

Title:	State of California Office of Traffic Safety - Grant Award & Budget Adjustment
Contact:	Mark Peinado 916-774-5021 mcpeinado@roseville.ca.us Scott Blynn 916-746-1076 sblynn@roseville.ca.us Rob Baquera 916-774-5015 rbaquera@roseville.ca.us

Meeting Date: 12/7/2022
Item #: 6.29.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution to accept the grant award from the California Office of Traffic Safety in the amount of $175,000 and authorize the City Manager or his Designee to execute the required documents on behalf of the City. Additionally, staff recommends that City Council adopt an ordinance to approve a budget adjustment in the amount of $175,000.

BACKGROUND

The goal of the California Office of Traffic Safety (OTS) Grant Program is to prevent serious injury and death resulting from motor vehicle crashes so that all roadway users arrive at their destination safely. Using Federal Highway Safety Program funds, the OTS partners with political subdivisions of the State to address California's highway safety needs at the state, county and local level.

The Office of Traffic Safety funds programs in the following areas:

Alcohol Impaired Driving - These programs aim to prevent people from driving under the influence (DUI) of alcohol or other drugs and to remove DUI drivers from the road. OTS grants use a comprehensive approach by funding educational, prevention, and enforcement programs and by focusing on high-risk groups.

Distracted Driving - These programs aim to reduce collisions involving drivers using handheld devices. Countermeasures include increased and focused enforcement, observational surveys, and public awareness campaigns, while other actions are being developed to change behavior.

Drug Impaired Driving - These programs aim to decrease the average response time for the arrival of appropriate equipment at collision sites in rural areas. Funding also supports increased officer training in the National Highway Traffic Safety Administration (NHTSA) Advanced Roadside Impaired Driving Enforcement (ARIDE) and Drug Recognition Evaluator (DRE) programs, which should lead to better detection of drug-impaired drivers.

Motorcycle Safety - These programs support new actions in the effort to reduce motorcycle collisions, injuries and fatalities. Activities include enhancing the motorcycle safety awareness component in driver education courses, encouraging the use of proper protective equipment for riders, outreach to un-endorsed motorcycle owners offering refresher rider training courses, and consideration of motorcycle safety in roadway design.

Occupant Protection - These programs support statewide and local public information campaigns, increased enforcement, and community education, outreach, and training. More specifically, the programs provide child safety seats to low-income families, conduct child safety seat check ups, and educate teens about using seat belts.

Pedestrian Safety/Bicycle Safety - These programs increase awareness of traffic rules, rights, and responsibilities among various age groups. These programs are developed to be attractive and interactive in an effort to truly impact students. At the elementary school level, parents and teachers are drawn into the programs as active role models and mentors in traffic safety. Grantees conduct traffic safety rodeos and presentations in an effort to build students' skills and demonstrate proper practical application of those skills. To boost compliance with the law and decrease injuries, safety helmets are properly fitted and distributed to children in need for use with bicycles, scooters, skateboards, and skates. There is a special emphasis on programs designed exclusively for the hard-to-reach population at the middle and high school levels. Additional outreach endeavors include programs targeting the senior population along with a multicultural approach to address safer driving and walking behaviors.

Police Traffic Services - These programs focus on a comprehensive approach to enforce and encourage compliance with seat belt use, impaired driving, speed limit, red light running, and other traffic laws. The grants are highly effective in reducing traffic collisions by dedicating resources to selective enforcement and education programs. These comprehensive programs have a long-lasting impact in reducing fatal and injury collisions. Under these programs, communities use available public and private assets to identify and attack significant traffic safety problems and other vehicle related crimes.

Traffic Records/Roadway Safety - These programs concentrate on the vehicle operating environment and are strongly influenced by enforcement, engineering, and utilizing relevant data generated by those activities to improve roadway safety and traffic records. OTS advocates efforts to automate traffic collision database systems and the ability to analyze and map high-collision locations. Grant-funded items include hardware, software, and expert services necessary to aid in the automation of manual processes, eliminate process duplication, and facilitate enhanced data gathering and data sharing.

Within the parameters of this grant, the goal of the Roseville Police Department (RPD) is to address two critical crash factors – excessive speed and impaired driving. For the period 2017-2019 (see detail below), the number of fatal and injury crashes was disappointingly consistent – averaging 1,000 victims per year. While the 2020 total dropped to 699 victims, that decrease was attributable to the pandemic’s impact on traffic volumes, rather than a systemic change in enforcement or driver behavior.

2017 - 1112
2018 - 978
2019 - 909
2020 - 699

During the three-year period between 2016 and 2018, there were over 500 speed-related fatal and injury accidents in Roseville. OTS traffic statistics validate the RPD data points. In 2018 the OTS statistics show that Roseville ranked 1/59 and in 2019 the ranking was 6/59 for speed-related crashes in Group B cities.

In addition to speed, DUI is a leading cause of crashes in Roseville. RPD data shows that from 2017-2020 there were 150 victims killed or injured in alcohol-related crashes. Roseville attracts many people to its restaurants and bars after work hours. According to the California Department of Alcoholic Beverage Control, Roseville has 281 “active on-sale retail license establishments” (i.e., bars and restaurants). This can be a problem on roadways when people leave these establishments after having too much to drink. Nighttime crashes in Roseville, from the hours of 9pm - 3am, totaled more than 1,300 from 2017-2020.

In addition, the City’s proximity to Folsom State Park serves to compound the number of impaired drivers on Roseville roads. While alcohol is prohibited in the park, many drivers in the warm weather months, depart from the park on a major Roseville artery (Douglas Blvd.), after over consumption of alcohol.

Crashes due to speed and/or DUI are hazardous not only to the offender but to everyone in their path. This includes other drivers, motorcyclists, bicyclists, and pedestrians. It is also important to note that there may be an overlap in the reason a crash occur. For example, someone who is DUI may cause a hit-and-run crash. Targeting individuals that crash due to speed and/or DUI can serve to reduce crashes involving motorcyclists, bicyclists, and pedestrians.

The Grant Award will provide funding for the following amounts and purpose:

- Overtime to fund increased traffic safety enforcement: $136,059
- Traffic safety equipment (LIDAR, RADAR, Speed Trailer, DUI Checkpoint supplies, and educational materials) : $32,376
- Support traffic related training: $6,565

Total Grant Award amount: $175,000

FISCAL IMPACT

The recommended budget adjustment will appropriate $175,000 of grant funding in the City's Grants Fund. The budget adjustment will have no net impact on the City's General Fund.

ENVIRONMENTAL REVIEW

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

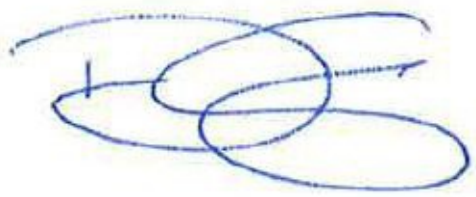
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal C - Maintain a safe and healthy community
Goal E - Deliver exceptional city services

Respectfully Submitted,

Mark Peinado, Managment Analyst

Troy Bergstrom, Police Chief



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 22-457

OTS Grant Award Agreement

Ordinance 6578

Budget Adjustment

RESOLUTION NO. 22-457

ACCEPTING A GRANT AWARD FROM
THE STATE OF CALIFORNIA - OFFICE OF TRAFFIC SAFETY

WHEREAS, the Roseville Police Department was awarded a $175,000 grant by the State of California - Office of Traffic Safety; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Roseville that the City of Roseville accepts the grant award from the State of California – Office of Traffic Safety and the City Manager is hereby authorized to execute any required documents.

BE IT FURTHER RESOLVED that as the grant recipient, the City of Roseville agrees to comply with all conditions and requirements related to conduct for the award; and

PASSED AND ADOPTED by the Council of the City of Roseville this____day of _____, 2022, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

1. GRANT TITLE
Selective Traffic Enforcement Program (STEP)

2. NAME OF AGENCY
Roseville

3. Grant Period
From: 10/01/2022
To: 09/30/2023

4. AGENCY UNIT TO ADMINISTER GRANT
Roseville Police Department

5. GRANT DESCRIPTION
Best practice strategies will be conducted to reduce the number of persons killed and injured in crashes involving alcohol and other primary crash factors. The funded strategies may include impaired driving enforcement, enforcement operations focusing on primary crash factors, distracted driving, night-time seat belt enforcement, special enforcement operations encouraging motorcycle safety, enforcement and public awareness in areas with a high number of bicycle and pedestrian crashes, and educational programs. These strategies are designed to earn media attention thus enhancing the overall deterrent effect.

6. Federal Funds Allocated Under This Agreement Shall Not Exceed: $175,000.00

7. TERMS AND CONDITIONS: The parties agree to comply with the terms and conditions of the following which are by this reference made a part of the Agreement:

- Schedule A – Problem Statement, Goals and Objectives and Method of Procedure
- Schedule B – Detailed Budget Estimate and Sub-Budget Estimate (if applicable)
- Schedule B-1 – Budget Narrative and Sub-Budget Narrative (if applicable)
- Exhibit A – Certifications and Assurances
- Exhibit B* – OTS Grant Program Manual
- Exhibit C – Grant Electronic Management System (GEMS) Access

*Items shown with an asterisk (*), are hereby incorporated by reference and made a part of this agreement as if attached hereto.

These documents can be viewed at the OTS home web page under Grants: www.ots.ca.gov.

We, the officials named below, hereby swear under penalty of perjury under the laws of the State of California that we are duly authorized to legally bind the Grant recipient to the above described Grant terms and conditions.
IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

8. Approval Signatures

A. GRANT DIRECTOR
NAME: Mike Ryland
TITLE: Sgt.
EMAIL: mryland@roseville.ca.us
PHONE: (916) 746-1064
ADDRESS: 10561 Junction Boulevard
Roseville, CA 95678

(Signature) *(Date)*

B. AUTHORIZING OFFICIAL
NAME: Troy Bergstrom
TITLE: Chief
EMAIL: tbergstrom@roseville.ca.us
PHONE: (916) 774-5010
ADDRESS: 10561 Junction Boulevard
Roseville, CA 95678

(Signature) *(Date)*

C. FISCAL OFFICIAL
NAME: Mark Peinado
TITLE: Budget Manager
EMAIL: mpeinado@roseville.ca.us
PHONE: (916) 774-5021
ADDRESS: 10561 Junction Boulevard
Roseville, CA 95678

(Signature) *(Date)*

D. AUTHORIZING OFFICIAL OF OFFICE OF TRAFFIC SAFETY
NAME: Barbara Rooney
TITLE: Director
EMAIL: barbara.rooney@ots.ca.gov
PHONE: (916) 509-3030
ADDRESS: 2208 Kausen Drive, Suite 300
Elk Grove, CA 95758

(Signature) *(Date)*

E. ACCOUNTING OFFICER OF OFFICE OF TRAFFIC SAFETY	9. SAM INFORMATION
NAME: Carolyn Vu ADDRESS: 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758	SAM #: W49TKZLUYCJ3 REGISTERED ADDRESS: 311 Vernon St. Roseville, California 95678-2634 CITY: Roseville ZIP+4: 95678-2634

10. PROJECTED EXPENDITURES

FUND	CFDA	ITEM/APPROPRIATION	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
				AGREEMENT TOTAL		**$175,000.00**
I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.				AMOUNT ENCUMBERED BY THIS DOCUMENT **$175,000.00**		
				PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT **$ 0.00**		
OTS ACCOUNTING OFFICER'S SIGNATURE	DATE SIGNED			TOTAL AMOUNT ENCUMBERED TO DATE **$175,000.00**		

1. PROBLEM STATEMENT

Located within the Sacramento metropolitan area. Roseville is the largest city in Placer County, with a population of 141,500. Because the city is considered a regional shopping destination, the population increases to almost 200,000 people during business hours. Interstate 80 runs through Roseville and State Route 65 runs along the northern edge of the city. Roseville is located a few miles from Folsom State Park. Because of its proximity to a large metropolitan area, the park attracts millions of visitors every year, many of which travel through Roseville.

Retail sales play a significant role in Roseville's economy, with the Westfield Galleria Mall being the second-largest shopping mall in Northern California. In addition, the city is home to the Roseville Auto Mall, the Union Pacific railyard, several major medical facilities, and the Hewlett Packard Enterprise campus.

Roseville has a total area of 42.26 miles. Within the city boundaries, there are 485 centerline miles, 185 signalized intersections, 38.4 miles of Class 1 bike routes (multi-use trails), 233 miles of Class 2 bikes routes (bike lanes), and 6 miles of buffered bike lanes.

Within the parameters of this grant, the goal of the Roseville Police Department (RPD) is to address two critical crash factors – excessive speed and impaired driving.

For the period 2017-2019 (see detail below), the number of fatal and injury crashes was disappointingly consistent – averaging 1,000 victims per year. While the 2020 total dropped to 699 victims, that decrease was attributable to the pandemic's impact on traffic volumes, rather than a systemic change in enforcement or driver behavior. Between 2016 and 2018, RPD traffic statistics show that there were over 500 speed-related fatal and injury accidents in Roseville.

2017- 1112
2018 – 978
2019 – 909
2020 - 699

During the three years between 2016 and 2018, there we over 500 speed-related fatal and injury accidents in Roseville. RPD data shows that from 2017-2020 there were 150 victims killed or injured in alcohol-related crashes. Roseville attracts many people to its restaurants and bars after work hours. According to the California Department of Alcoholic Beverage Control, Roseville has 281 "active on-sale retail license establishments" (i.e., bars and restaurants). This can be a problem on roadways when people leave these establishments after having too much to drink. Nighttime crashes in Roseville from the hours of 2100-0300 totaled more than 1,300 from 2017-2020.

In addition, the city's proximity to Folsom State Park serves to compound the number of impaired drivers on Roseville roads. While alcohol is prohibited in the park, many drivers in the warm weather months, depart from the park on a major Roseville artery (Douglas Blvd.), after having had too much to drink.

Crashes due to speed and DUI are hazardous not only to the offender but to everyone in their path. This includes other drivers, motorcyclists, bicyclists, and pedestrians. It is also important to note that there may be an overlap in the reason a crash occurs. For example, someone who is DUI may cause a hit-and-run crash. Targeting individuals that crash due to speed and/or DUI can serve to reduce crashes involving motorcyclists, bicyclists, and pedestrians.

2. PERFORMANCE MEASURES

A. Goals:

1. Reduce the number of persons killed in traffic crashes.
2. Reduce the number of persons injured in traffic crashes.
3. Reduce the number of pedestrians killed in traffic crashes.
4. Reduce the number of pedestrians injured in traffic crashes.
5. Reduce the number of bicyclists killed in traffic crashes.
6. Reduce the number of bicyclists injured in traffic crashes.
7. Reduce the number of persons killed in alcohol-involved crashes.
8. Reduce the number of persons injured in alcohol-involved crashes.
9. Reduce the number of persons killed in drug-involved crashes.
10. Reduce the number of persons injured in drug-involved crashes.
11. Reduce the number of persons killed in alcohol/drug combo-involved crashes.

12. Reduce the number of persons injured in alcohol/drug combo-involved crashes.
13. Reduce the number of motorcyclists killed in traffic crashes.
14. Reduce the number of motorcyclists injured in traffic crashes.
15. Reduce hit & run fatal crashes.
16. Reduce hit & run injury crashes.
17. Reduce nighttime (2100 - 0259 hours) fatal crashes.
18. Reduce nighttime (2100 - 0259 hours) injury crashes.

B. Objectives:	**Target Number**
1. Issue a press release announcing the kick-off of the grant by November 15. The kick-off press releases and media advisories, alerts, and materials must be emailed to the OTS Public Information Officer at pio@ots.ca.gov, and copied to your OTS Coordinator, for approval 14 days prior to the issuance date of the release.	1
2. Participate and report data (as required) in the following campaigns; Quarter 1: National Walk to School Day, National Teen Driver Safety Week, NHTSA Winter Mobilization; Quarter 3: National Distracted Driving Awareness Month, National Motorcycle Safety Month, National Bicycle Safety Month, National Click it or Ticket Mobilization; Quarter 4: NHTSA Summer Mobilization, National Child Passenger Safety Week, and California's Pedestrian Safety Month.	10
3. Develop (by December 31) and/or maintain a “DUI BOLO” program to notify patrol and traffic officers to be on the lookout for identified repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. Updated DUI BOLOs should be distributed to patrol and traffic officers monthly.	12
4. Send law enforcement personnel to the NHTSA Standardized Field Sobriety Testing (SFST) (minimum 16 hours) POST-certified training.	10
5. Send law enforcement personnel to the NHTSA Advanced Roadside Impaired Driving Enforcement (ARIDE) 16 hour POST-certified training.	2
6. Send law enforcement personnel to the Drug Recognition Expert (DRE) training.	4
7. Send law enforcement personnel to the DRE Recertification training.	4
8. Conduct DUI/DL Checkpoints. A minimum of 1 checkpoint should be conducted during the NHTSA Winter Mobilization and 1 during the Summer Mobilization. To enhance the overall deterrent effect and promote high visibility, it is recommended the grantee issue an advance press release and conduct social media activity for each checkpoint. For combination DUI/DL checkpoints, departments should issue press releases that mention DL's will be checked at the DUI/DL checkpoint. Signs for DUI/DL checkpoints should read "DUI/Driver's License Checkpoint Ahead." OTS does not fund or support independent DL checkpoints. Only on an exception basis and with OTS pre-approval will OTS fund checkpoints that begin prior to 1800 hours. When possible, DUI/DL Checkpoint screeners should be DRE- or ARIDE-trained.	2
9. Conduct DUI Saturation Patrol operation(s).	35
10. Conduct Traffic Enforcement operation(s), including but not limited to, primary crash factor violations.	8
11. Conduct highly publicized Distracted Driving enforcement operation(s) targeting drivers using hand held cell phones and texting.	7
12. Conduct highly publicized pedestrian and/or bicycle enforcement operation(s) in areas or during events with a high number of pedestrian and/or bicycle crashes resulting from violations made by pedestrians, bicyclists, and drivers.	4
13. Conduct Traffic Safety educational presentation(s) with an effort to reach community members. Note: Presentation(s) may include topics such as distracted driving, DUI, speed, bicycle and pedestrian safety, seat belts and child passenger safety.	1
14. Participate in highly visible collaborative DUI Enforcement operations.	7
15. Participate in highly visible collaborative Traffic Enforcement operations.	3
16. Conduct specialized enforcement operations focusing specifically on street racing and sideshow activities.	4

3. METHOD OF PROCEDURE

A. Phase 1 – Program Preparation (1st Quarter of Grant Year)

- The department will develop operational plans to implement the "best practice" strategies outlined in the objectives section.
- All training needed to implement the program should be conducted this quarter.
- All grant related purchases needed to implement the program should be made this quarter.
- In order to develop/maintain the "DUI BOLOs," research will be conducted to identify the "worst of the worst" repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. The Hot Sheets may include the driver's name, last known address, DOB, description, current license status, and the number of times suspended or revoked for DUI. DUI BOLOs should be updated and distributed to traffic and patrol officers at least monthly.
- Implementation of the STEP grant activities will be accomplished by deploying personnel at high crash locations.

- Media RequirementsIssue a press release approved by the OTS PIO announcing the kick-off of the grant by November 15, but no sooner than October 1. The kick-off release must be approved by the OTS PIO and only distributed after the grant is fully signed and executed. If you are unable to meet the November 15 deadline to issue a kick-off press release, communicate reasons to your OTS coordinator and OTS PIO.

B. Phase 2 – Program Operations (Throughout Grant Year)

- The department will work to create media opportunities throughout the grant period to call attention to the innovative program strategies and outcomes.

Media Requirements

The following requirements are for all grant-related activities:

- Send all media advisories, alerts, videos, graphics, artwork, posters, radio/PSA/video scripts, storyboards, digital and/or print educational materials for grant-related activities to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS coordinator. Optimum lead time would be 7 days before the scheduled release but at least 3 business days prior to the scheduled release date for review and approval is appreciated.
- The OTS PIO is responsible for the approval of the design and content of materials. The agency understands OTS PIO approval is not authorizing approval of budget expenditure or cost. Any cost approvals must come from the Coordinator.
- Pre-approval is not required when using any OTS-supplied template for media advisories, press releases, social media graphics, videos or posts, or any other OTS-supplied educational material. However, copy the OTS PIO at pio@ots.ca.gov and your OTS coordinator when any material is distributed to the media and public, such as a press release, educational material, or link to social media post. The OTS-supplied kick-off press release templates and any kickoff press releases are an exception to this policy and require prior approval before distribution to the media and public.
- If an OTS-supplied template, educational material, social media graphic, post or video is substantially changed, the changes shall be sent to the OTS PIO at pio@ots.ca.gov for approval and copy to your OTS Coordinator. Optimum lead time would be 7 days prior to the scheduled release date, but at least 3 business days prior to the scheduled release date for review and approval is appreciated.
- Press releases, social media posts and alerts on platforms such as NextDoor and Nixle reporting immediate and time-sensitive grant activities (e.g. enforcement operations, day of event highlights or announcements, event invites) are exempt from the OTS PIO approval process. The OTS PIO and your Coordinator should still be notified when the grant-related activity is happening (e.g. car seat checks, bicycle rodeos, community presentations, DUI checkpoints, etc.).
- Enforcement activities such as warrant and probation sweeps, court stings, etc. that are embargoed or could impact operations by publicizing in advance are exempt from the PIO approval process. However, announcements and results of activities should still be copied to the OTS PIO at pio@ots.ca.gov and your Coordinator with embargoed date and time or with "INTERNAL ONLY: DO NOT RELEASE" message in subject line of email.

- Any earned or paid media campaigns for TV, radio, digital or social media that are part of a specific grant objective, using OTS grant funds, or designed and developed using contractual services by a subgrantee, requires prior approval. Please send to the OTS PIO at pio@ots.ca.gov for approval and copy your grant coordinator at least 3 business days prior to the scheduled release date.
- Social media posts highlighting state or national traffic safety campaigns (Distracted Driving Month, Motorcycle Safety Awareness Month, etc.), enforcement operations (DUI checkpoints, etc.), or any other grant-related activity such as Bicycle rodeos, presentations, or events, are highly encouraged but do not require prior approval.
- Submit a draft or rough-cut of all digital, printed, recorded or video material (brochures, posters, scripts, artwork, trailer graphics, digital graphics, social posts connected to an earned or paid media campaign grant objective) to the OTS PIO at pio@ots.ca.gov and copy your OTS Coordinator for approval prior to the production or duplication.
- Use the following standard language in all press, media, and printed materials, space permitting: Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.
- Space permitting, include the OTS logo on all grant-funded print materials, graphics and paid or earned social media campaign grant objective; consult your OTS Coordinator for specifics, format-appropriate logos, or if space does not permit the use of the OTS logo.
- Email the OTS PIO at pio@ots.ca.gov and copy your OTS Coordinator at least 21 days in advance, or when first confirmed, a short description of any significant grant-related traffic safety event or program, particularly events that are highly publicized beforehand with anticipated media coverage so OTS has sufficient notice to arrange for attendance and/or participation in the event. If unable to attend, email the OTS PIO and coordinator brief highlights and/or results, including any media coverage (broadcast, digital, print) of event within 7 days following significant grant-related event or program. Media and program highlights are to be reflected in QPRs.
- Any press releases, work plans, scripts, storyboards, artwork, graphics, videos or any educational or informational materials that received PIO approval in a prior grant year needs to be resubmitted for approval in the current grant year.
- Contact the OTS PIO or your OTS Coordinator for consultation when changes from any of the above requirements might be warranted.

C. Phase 3 – Data Collection & Reporting (Throughout Grant Year)

1. Prepare and submit invoice claims (due January 30, April 30, July 30, and October 30)
2. Prepare and submit Quarterly Performance Reports (QPR) (due January 30, April 30, July 30, and October 30)

- Collect and report quarterly, appropriate data that supports the progress of goals and objectives.
- Provide a brief list of activity conducted, procurement of grant-funded items, and significant media activities. Include status of grant-funded personnel, status of contracts, challenges, or special accomplishments.
- Provide a brief summary of quarterly accomplishments and explanations for objectives not completed or plans for upcoming activities.
- Collect, analyze and report statistical data relating to the grant goals and objectives.

4. METHOD OF EVALUATION

Using the data compiled during the grant, the Grant Director will complete the "Final Evaluation" section in the fourth/final Quarterly Performance Report (QPR). The Final Evaluation should provide a brief summary of the grant's accomplishments, challenges and significant activities. This narrative should also include whether goals and objectives were met, exceeded, or an explanation of why objectives were not completed.

5. ADMINISTRATIVE SUPPORT

This program has full administrative support, and every effort will be made to continue the grant activities after grant conclusion.

FUND NUMBER	CATALOG NUMBER (CFDA)	FUND DESCRIPTION	TOTAL AMOUNT
164AL-23	20.608	Minimum Penalties for Repeat Offenders for Driving While Intoxicated	$100,000.00
402PT-23	20.600	State and Community Highway Safety	$75,000.00

COST CATEGORY	FUND NUMBER	UNIT COST OR RATE	UNITS	TOTAL COST TO GRANT
A. PERSONNEL COSTS				
Straight Time				$0.00
Overtime				
DUI/DL Checkpoints	164AL-23	$6,400.00	2	$12,800.00
DUI Saturation Patrols	164AL-23	$1,916.00	35	$67,060.00
Collaborative DUI Enforcement	164AL-23	$1,916.00	7	$13,412.00
Traffic Enforcement	402PT-23	$1,916.00	8	$15,328.00
Distracted Driving	402PT-23	$1,916.00	7	$13,412.00
Pedestrian and Bicycle Enforcement	402PT-23	$1,277.00	4	$5,108.00
Collaborative Traffic Enforcement	402PT-23	$1,277.00	3	$3,831.00
Street Racing and Sideshow Enforcement Operations	402PT-23	$1,277.00	4	$5,108.00
Category Sub-Total				$136,059.00
B. TRAVEL EXPENSES				
In State Travel	402PT-23	$6,565.00	1	$6,565.00
				$0.00
Category Sub-Total				$6,565.00
C. CONTRACTUAL SERVICES				
				$0.00
Category Sub-Total				$0.00
D. EQUIPMENT				
Changeable Message Sign Trailer with Radar	402PT-23	$18,000.00	1	$18,000.00
Category Sub-Total				$18,000.00
E. OTHER DIRECT COSTS				
DUI Checkpoint Supplies	164AL-23	$6,728.00	1	$6,728.00
Radar Device	402PT-23	$2,758.00	1	$2,758.00
Lidar Device	402PT-23	$2,195.00	2	$4,390.00
Educational Materials	402PT-23	$500.00	1	$500.00
Category Sub-Total				$14,376.00
F. INDIRECT COSTS				
				$0.00
Category Sub-Total				$0.00
GRANT TOTAL				**$175,000.00**

BUDGET NARRATIVE
PERSONNEL COSTS
DUI/DL Checkpoints - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
DUI Saturation Patrols - Overtime for grant funded law enforcement operations conducted by appropriate department personnel. A leading cause of collisions in Roseville is DUI. The Roseville Police Department is committed to the safety of the roadways and the community and will pursue fair but aggressive enforcement of California's impaired driving laws. We are requesting money to cover additional labor house for DUI Saturation Patrol for enforcement of people driving under the influence of drugs and alcohol.
Collaborative DUI Enforcement - Overtime for grant funded Collaborative DUI Enforcement operations conducted by appropriate department personnel
Traffic Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Distracted Driving - Overtime for grant funded law enforcement operations conducted by appropriate department personnel. The primary cause of collisions in Roseville is speed. A significant contributing factor, although difficult to track, is distracted driving. Money to cover additional labor hours targeting speed, distracted driving/cell phone violations, seatbelt violations, and traffic enforcement around schools will have a direct effect on traffic safety. Staff can typically sustain increased enforcements averaging 5 hours of targeted enforcement in addition to their normal work hours
Pedestrian and Bicycle Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Collaborative Traffic Enforcement - Overtime for grant funded Collaborative Traffic Enforcement operations conducted by appropriate department personnel
Street Racing and Sideshow Enforcement Operations - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
TRAVEL EXPENSES
In State Travel - Costs are included for appropriate staff to attend conferences and training events supporting the grant goals and objectives and/or traffic safety. Local mileage for grant activities and meetings is included. Anticipated travel may include POST Motorcycle Officer Update Training. All conferences, seminars or training not specifically identified in the Budget Narrative must be approved by OTS. All travel claimed must be at the agency approved rate. Per Diem may not be claimed for meals provided at conferences when registration fees are paid with OTS grant funds. Per Diem and lodging for eight officers to attend a two-day POST motorcycle officer update training.
CONTRACTUAL SERVICES
-
EQUIPMENT
Changeable Message Sign Trailer with Radar - Fully equipped changeable message sign trailer(s) with a radar device and digital display that is portable and fully programmable and will determine and display the speed of vehicles or post traffic safety information and messages during OTS funded operations. Radar trailers provide analytical data on when and where speed offenses are occurring. Radar trailers are deployed throughout the city based on community complaints. The trailers are moved weekly throughout the city. Traffic division motor officers are deployed to work problem areas with the highest speed numbers and times based on the data from the radar trailers. Currently, the Department has two trailers and is requesting two additional radar trailers through this grant. Roseville is a growing city and continues to develop land west and northwest of the city. It is estimated that the city will add 2,278 people each year for at least the next four years Adding two radar trailers to its fleet, will enable the traffic division to cover new areas of the city.
OTHER DIRECT COSTS
DUI Checkpoint Supplies - On-scene supplies needed to conduct sobriety checkpoints. Costs may include 28" traffic cones, MUTCD compliant traffic signs, MUTCD compliant high visibility vests (maximum of 10), traffic counters (maximum of 2), generator, gas for generators, lighting, reflective banners, electronic flares,

PAS Device/Calibration Supplies, heater, propane for heaters, fan, anti-fatigue mats, and canopies. Additional items may be purchased if approved by OTS. The cost of food and beverages will not be reimbursed. Each item must have a unit cost of less than $5,000 (including tax and shipping).
Radar Device - To measure the speed of motor vehicles. This device will be used for speed enforcement. The acquisition of a moving RADAR mounted in one patrol vehicle will enhance enforcement of speed violations. Additionally, this equipment can be used in training officers in RADAR/LIDAR use. Moving RADAR curriculum is required for all officers. Currently, the Department relies on CHP officers to instruct this class
Lidar Device - Light detection and ranging device used to measure the speed of motor vehicles. This device will be used for speed enforcement. Costs may include lidar devices, batteries, tax, and shipping. - Only the Traffic Division is outfitted with handheld Lidar units to work speed enforcement. The request of eight additional handheld Lidar units will be deployed to patrol officers to work speed enforcement with the goal of reducing speed-related crashes.
Educational Materials - Costs of purchasing, developing or printing brochures, pamphlets, fliers, coloring books, posters, signs, and banners associated with grant activities, and traffic safety conference and training materials. Items shall include a traffic safety message and if space is available the OTS logo. Additional items may be purchased if approved by OTS. Cost of purchasing, developing / printing, pamphlets, posters, signs, and banners associated with grant activities.
INDIRECT COSTS -
STATEMENTS/DISCLAIMERS There will be no program income generated from this grant. Nothing in this “agreement” shall be interpreted as a requirement, formal or informal, that a particular law enforcement officer issue a specified or predetermined number of citations in pursuance of the goals and objectives here under.

CERTIFICATIONS AND ASSURANCES FOR HIGHWAY SAFETY GRANTS (23 U.S.C. Chapter 4; Sec. 1906, Pub. L. 109-59, As Amended By Sec. 4011, Pub. L. 114-94)

The officials named on the grant agreement, certify by way of signature on the grant agreement signature page, that the Grantee Agency complies with all applicable Federal statutes, regulations, and directives and State rules, guidelines, policies, and laws in effect with respect to the periods for which it receives grant funding. Applicable provisions include, but are not limited to, the following:

GENERAL REQUIREMENTS

- 23 U.S.C. Chapter 4 – Highway Safety Act of 1966, as amended
- Sec. 1906, Pub. L. 109-59, as amended by Sec. 4011, Pub. L. 114-94
- 23 CFR part 1300 – Uniform Procedures for State Highway Safety Grant Programs
- 2 CFR part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 2 CFR part 1201 – Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

NONDISCRIMINATION

(**applies to all subrecipients as well as States)**

The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d *et seq.,* 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- **The Uniform Relocation Assistance and Real Property Acquisition Policies** Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 *et seq.),* **and Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 *et seq.),* as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 *et seq.),* (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

The Subgrantee-

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;
- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non- Discrimination Authorities identified in this Assurance;
- Agrees to comply (and require its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:
    - "During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

        a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
        b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 2l and herein;
        c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
        d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
        e. To insert this clause, including paragraphs (a) through (e), in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

The Subgrantee will provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
b. Establishing a drug-free awareness program to inform employees about:
    1. The dangers of drug abuse in the workplace;
    2. The grantee's policy of maintaining a drug-free workplace;
    3. Any available drug counseling, rehabilitation, and employee assistance programs;
    4. The penalties that may be imposed upon employees for drug violations occurring in the workplace;
    5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will –
    1. Abide by the terms of the statement;
    2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an

employee or otherwise receiving actual notice of such conviction;

e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted –
    1. Taking appropriate personnel action against such an employee, up to and including termination;
    2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

POLITICAL ACTIVITY (HATCH ACT)
(applies to all subrecipients as well as States)
The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING
(applies to all subrecipients as well as States)
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The signed certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

RESTRICTION ON STATE LOBBYING
(applies to all subrecipients as well as States)
None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION
(applies to all subrecipients as well as States)

Instructions for Primary Tier Participant Certification (States)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms *covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled “Instructions for Lower Tier Participant Certification” including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction,” provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (https://www.sam.gov/).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Tier Covered Transactions

(1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment

rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Participant Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms *covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled “Instructions for Lower Tier Participant Certification” including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (https://www.sam.gov/).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA ACT

(applies to all subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

(applies to all subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

POLICY ON SEAT BELT USE

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

ORDINANCE NO. 6578

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2022-23 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. The City of Roseville Annual Budget, Fiscal Year 2022-23, is hereby amended as listed on the attached budget adjustment for acceptance of the California Office of Traffic Safety Grant Award funds.

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_____, 2022, 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: FY22/23
PREPARER NAME & TITLE: Mark Peinado, Management Analyst
COUNCIL DATE (if applicable): 11/16/2022
DEPARTMENT/DIVISION: Police Department
ORDINANCE:

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
2270	5080	84001	700041	136,059	Increase project labor budget for overtime
2270	5461	84001	700041	6,565	Increase training and development
2270	6550	84001	700041	18,000	Increase capital outlay- equipment for radar trailer
2270	5395	84001	700041	14,376	Increase equipment under 5,000 for supplies
1001	5071	44040		119,294	Increase Patrol overtime budget
1001	5980	44040		(119,294)	Increase secondary labor budget for Patrol overtime
			TOTAL	175,000	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
2270	4401	84001	700041	175,000	Increase project revenue budget for total amount of grant reimbursement
			TOTAL	175,000	

NET ADJUSTMENT	-	

FUND BALANCE

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

Justification for Budget Adjustment:

Staff recommends that the City Council establish a budget for a grant award from the State of California Office of Traffic Safety to fund enforcement, education, and outreach related to traffic safety. This grant will pay for Officer overtime, purchase of a traffic message sign trailer with radar, and other DUI/Traffic enforcement related supplies and educational material. This budget adjustment increases the revenue and expenditure budgets for project No.700041 by the total grant award of $175,000 and adjusts the Patrol labor budget for overtime and secondary labor. Because the grant period crosses two fiscal years, the adjustment to the Patrol labor budget only reflects the estimated expenditure for FY2022-23 in the amount of $119,294. The remaining $16,765 will be budgeted during FY2023-24 budget development.

REQUIRED APPROVALS:

TBellotron	10/20/22		
REQUESTING DEPARTMENT HEAD / DESIGNEE	DATE	BUDGET MANAGER / DESIGNEE	DATE
CHIEF FINANCIAL OFFICER / DESIGNEE	DATE	CITY MANAGER / DESIGNEE	DATE

BUDGET DEPARTMENT USE ONLY:

POSTED BY	DATE

Revised: June 24, 2019

COUNCIL COMMUNICATION

CC #: 2432
File #: 0323 & 0201-01

Title:	Communication Software Licensing - License Agreement Amendments and Budget Adjustment
Contact:	Mark Peinado 916-774-5021 mcpeinado@roseville.ca.us Claudia Harlan 916-774-5003 charlan@roseville.ca.us

Meeting Date: 12/7/2022
Item #: 6.30.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution authorizing the City Manager to execute two amendments to a license agreement with Tyler Technologies Inc., for the following items used by the Police and Fire Departments and provided by Tyler Technologies:

- Encoder Interface to support the Fire Station Alerting System (FSAS) project
- CAD to Lenslock Body Worn Camera (BWC) Interface
- Mobility - Crewforce / Shieldforce iOS application

Additionally, staff recommends that the City Council adopt an ordinance to approve a budget adjustment in the amount of $33,691.

BACKGROUND

The City has a software licensing agreement with Tyler Technologies Inc. (formerly known as New World Systems), effective November 6, 2014, for the purchase and installation of a public safety computer system, including computer-aided dispatch, police records, fire records, mobile computing and field reporting, related interfaces and services, support and maintenance.

The Fire and Police Departments would like to amend the agreement to add additional services to the agreement.

FISCAL IMPACT

The Encoder interface cost of $3,720 is to be paid from the Fire Station Alerting System Replacement Project Capital Improvement Project. The Lenslock Body Worn Camera Interface is $14,400 to be paid from the Police Department's General Fund budget. Mobility Crewforce is $9,196 to be paid by the Fire Department's General Fund budget. The cost of the Mobility

Shieldforce is $79,351; the Police Department has a credit of $45,660.33 with Tyler Technologies that will be applied to the invoice bringing the cost of Mobility Shieldforce to $33,690.67. The recommend budget adjustment will increase the software budget in the Supplemental Law Enforcement Fund by $33,691.

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 amendments and budget adjustment meet the above criteria and are not subject to CEQA. No additional environmental review is required.

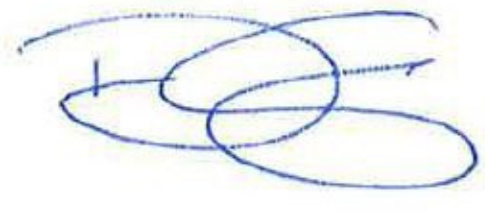
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal C - Maintain a safe and healthy community
Goal E - Deliver exceptional city services

Respectfully Submitted,

Mark Peinado, Management Analyst

Troy Bergstrom, Police Chief



_____
Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 22-453

Amendment- Encoder Interface/Interface to Lenslock

Amendment- Shieldforce/Crewforce

Ordinance 6575

Budget Adjustment

RESOLUTION NO. 22-453

APPROVING AGREEMENT AMENDMENTS BY AND BETWEEN THE CITY OF ROSEVILLE AND TYLER TECHNOLOGIES INC.

WHEREAS, two Amendments, by and between the City of Roseville and Tyler Technologies Inc., for software and services, have been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said Amendments 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 _____, 2022, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

ORDINANCE NO. 6575

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2022-23 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. The City of Roseville Annual Budget, Fiscal Year 2022-23, is hereby amended as listed on the attached budget adjustment for communication software licensing.

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 _____, 2022, 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: FY22/23
PREPARER NAME & TITLE: Mark Peinado, Management Analyst
COUNCIL DATE (if applicable): 11/16/2022
DEPARTMENT/DIVISION: Police Department
ORDINANCE:

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
2240	5393	44040		$33,691	Increase Software budget for Mobility Shieldforce licenses
			TOTAL	33,691	

REVENUES/TRANSFERS IN

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

NET ADJUSTMENT	33,691	

FUND BALANCE

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
2240				($33,691)	Reduction in Supplemental Law Enforcement Fund balance
			TOTAL	(33,691)	

Justification for Budget Adjustment:

The Police Department is requesting a $33,691 increase in Software budget in the Supplemental Law Enforcement Fund. The funds will be used to purchase Sheildforce mobile software licenses for all Police Officers. The mobile app will allow Roseville Police Officers to access CAD data and stay connect via smartphone, and show real-time positioning of all units and officers from any location.

REQUIRED APPROVALS:

REQUESTING DEPARTMENT HEAD / DESIGNEE	DATE 10-27-22	BUDGET MANAGER / DESIGNEE	DATE
CHIEF FINANCIAL OFFICER / DESIGNEE	DATE	CITY MANAGER / DESIGNEE	DATE

BUDGET DEPARTMENT USE ONLY:

POSTED BY	DATE

Revised: June 24, 2019

COUNCIL COMMUNICATION

CC #: 2434
File #: 0900-02-02-1 & 0201-01

Title:	Dry Creek Wastewater Treatment Plant Shop Building Office Addition Project – Budget Adjustment
Contact:	Blaine Wiegel 916-746-1833 bwiegel@roseville.ca.us

Meeting Date: 12/7/2022
Item #: 6.31.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt an ordinance to approve a budget adjustment for $200,000 in the Water, Wastewater, and Waste Services Operations Funds for the construction of three internal offices in the Shop Building at the Dry Creek Wastewater Treatment Plant for staff shared among the Water, Wastewater, and Waste Services Utilities.

BACKGROUND

The Environmental Utilities Department (EU) requires three new offices at the Dry Creek Wastewater Treatment Plant to house two Safety Coordinators and an EU Preventative Maintenance Supervisor. The total estimated cost of building these offices is $200,000. Since the Safety Coordinators will work for Water, Wastewater, and Waste Services, those utilities will all split the cost of two offices equally. The EU Preventative Maintenance Supervisor is a Wastewater position, so the Wastewater utility will bear the entire cost of the third office.

FISCAL IMPACT

The recommended budget adjustment requests the establishment of a new project, the Dry Creek Wastewater Treatment Plant Shop Building Addition. All three EU utilities (Water, Wastewater, and Waste Services) are sharing the cost of two of these offices since they will house staff in shared positions. The cost of the third office is for a Wastewater-only position and the Wastewater utility will bear the entire cost of the third office. The total cost of $200,000 for this new project will be funded as follows: (1) $44,445 will come from the available resources in the Water Operations Fund, (2) $44,445 will come from the Waste Services Operations Fund, and (3) $111,100 will come from already-appropriated budgets in the Dry Creek Wastewater Operations Fund and Pleasant Grove Operations Fund ($55,555 each). This means the net total increase in appropriations will be $88,890.

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.

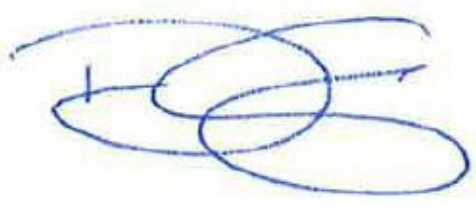
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Blaine Wiegel, Preventative Maintenance Coordinator

Richard Plecker, Environmental Utilities Director



_____

Dominick Casey, City Manager

ATTACHMENTS:

Description

Ordinance 6576

ORDINANCE NO. 6576

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2022-23 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. The City of Roseville Annual Budget, Fiscal Year 2022-23, is hereby amended as listed on the attached budget adjustment for the Dry Creek Wastewater Treatment Plant Shop Building Office Addition project.

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

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

PASSED AND ADOPTED by the Council of the City of Roseville, this_____ day of_____, 2022, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

COUNCIL COMMUNICATION

CC #: 2405
File #: 0206-03-01 & 0201-01

Title:	Hewlett Packard Campus Oaks Community Facilities District - Budget Adjustment
Contact:	Eric Dexter 916-746-1769 edexter@roseville.ca.us

Meeting Date: 12/7/2022
Item #: 6.32.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt an ordinance to approve a budget adjustment in the amount of $40,000 for two items in the Hewlett Packard (HP) Campus Oaks Community Facilities District.

BACKGROUND

Additional landscape and park maintenance improvement work is needed in the HP Campus Oaks Community Facilities District (CFD). These projects include the replacement of concrete landscape edges to provide clear identification of property lines, and the addition of irrigation, plants and mulch to match existing landscapes. Another project addresses ADA compliance at a paseo, with the construction of a ramp at a mid-block crossing at Crimson Ridge Park.

FISCAL IMPACT

A budget adjustment in the amount of $40,000 is needed for improvement work in the Hewlett Packard (HP) Campus Oaks Community Facilities District: the replacement of concrete landscape edges to provide clear identification of property lines, and to add irrigation, plants and mulch to match existing landscapes for an estimated $20,000 and an additional project of $20,000 is to address ADA compliance at the paseo, with the construction of a ramp at a mid-block crossing at Crimson Ridge Park. There is sufficient fund balance in the HP Campus Oaks Community Facilities District to accommodate the recommended budget adjustment. There is no impact to General Fund.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. Approval of a budget adjustment meets the above criteria and is not

subject to CEQA. No additional environmental review is required.

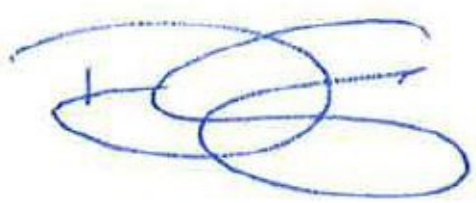
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal A - Remain fiscally responsible in a changing world
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,

Eric Dexter, Parks, Recreation & Libraries Superintendent

Jill Geller, Parks, Recreation & Libraries Director



_____
Dominick Casey, City Manager

ATTACHMENTS:

Description

Ordinance 6574

Budget Adjustment

ORDINANCE NO. 6572

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2022-23 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. The City of Roseville Annual Budget, Fiscal Year 2022-23, is hereby amended as listed on the attached budget adjustment for improvement work within the Hewlett Packard Campus Oaks Community Facilities District.

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_____, 2022, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

REQUEST FOR BUDGET ADJUSTMENT

REQUESTER NAME & TITLE: Eric Dexter, Parks, Recreation & Libraries Superinte
FISCAL YEAR: 2022-23

PREPARER NAME & TITLE: Rendi Hodge, Management Analyst II
COUNCIL DATE (if applicable): 12/7/2022

DEPARTMENT/DIVISION: Parks, Recreation & Libraries
ORDINANCE:

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
2120	5564	80251	000000	20,000	Replacement of concrete edges for proper property lines in HP Campus Oaks CFD
2120	5564	80251	000000	20,000	Address ADA compliance at the paseo for mid-block crossing near Crimson Ridge Park (CO-62) in HP Campus Oaks CFD
			TOTAL	40,000	

REVENUES/TRANSFERS IN

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

NET ADJUSTMENT	40,000	

FUND BALANCE

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
2120				(40,000)	HP Campus Oaks CFD fund balance
			TOTAL	(40,000)	

Justification for Budget Adjustment:

The Parks, Recreation & Libraries Department is requesting a total of $40,000.00 from the HP Campus Oaks CFD Fund (2120). This request is for the replacement of concrete landscape edges to ensure clear identification of property lines, and to add irrigation, plants and mulch to match existing landscapes. The estimated cost of these improvements is $20,000.00. An additional budget adjustment of $20,000 is to address ADA compliance at the paseo, with the construction of a ramp at a mid-block crossing. There will be no General Fund impact.

REQUIRED APPROVALS:

Gill Gellen	11/09/2022		
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

11/9/20228:38 AM

COUNCIL COMMUNICATION

CC #: 2440
File #: 0400-04-12 & 0201-01

Title:	Sierra Vista Torrente Phase I CG-81 Trail Project - Reimbursement Agreement and Budget Adjustment
Contact:	Suzanne Engelke 916-746-1289 sengelke@roseville.ca.us

Meeting Date: 12/7/2022
Item #: 6.33.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council:

1. Adopt a resolution authorizing the City Manager to execute the Reimbursement Agreement for the Sierra Vista Torrente Phase I CG-81 Trail project between the City and Anthem United Torrente Homes Limited Partnership; and
2. Adopt an ordinance to approve a budget adjustment in the amount of $100,117 to cover costs to construct the Sierra Vista Torrente Phase I CG-81 Class I Trail project within open space Parcel CG-81 of the Sierra Vista Specific Plan (SVSP).

BACKGROUND

Pursuant to the SVSP and Development Agreement, the developer, Anthem United Torrente Homes Limited Partnership, is responsible for installing a Class I trail in the Open Space area of Parcel CG-81. The trail was designed as part of the Sierra Vista Torrente Phase I plan set, EN21-0679. Anthem United Torrente Homes Limited Partnership will pave the Class 1 trail in Parcel CG-81 and install post and cable fencing along the open space as required. The developer is requesting reimbursement for these improvements, also pursuant to the Development Agreement. When construction is complete, the trail will be maintained by the City.

FISCAL IMPACT

The developer, Anthem United Torrente Homes Limited Partnership, will pay up front costs for the construction of the trail at an estimated cost of $100,117. Reimbursement will be provided through bike trail development fees collected for SVSP. There is no fiscal impact to the General Fund.

ENVIRONMENTAL REVIEW

Development of the multi-use trail was previously evaluated in the Sierra Vista Specific Plan EIR, certified on May 19, 2010 and SCH NO - 2008032115 and identified in the Sierra Vista Specific Plan. Based on results of an initial study, construction of the bike trail is found to be within the project covered by the Sierra Vista Specific Plan Final EIR. As discussed in the Specific Plan EIR, the EIR provides environmental analysis of community infrastructure and facilities, including parks, pedestrian bridges, and bike trails, to the extent applicable. Because the project is consistent with the Sierra Vista Specific Plan Final EIR and Specific Plan, no new effects would be expected to occur and all applicable mitigation measures from the Sierra Vista Specific Plan EIR will be implemented during the design and construction of the Sierra Vista Specific Plan multi-use trail. Because the proposed project meets the requirements identified in the State CEQA Guidelines Section 15183, no additional CEQA review is required.

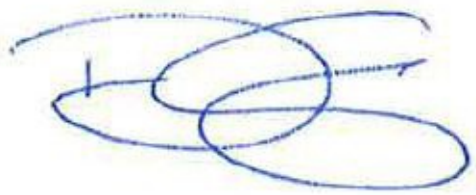
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal A - Remain fiscally responsible in a changing world
Goal C - Maintain a safe and healthy community
Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Suzanne Engelke, Assistant Transportation Planner

Jason Shykowski, Public Works Director



_____
Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 22-456

Sierra Vista Reimbursement Agreement

Ordinance 6577

Budget Adjustment

RESOLUTION NO. 22-456

APPROVING A CITY/DEVELOPER REIMBURSEMENT AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND ANTHEM UNITED TORRENTE HOMES LIMITED PARTNERSHIP, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a City/Developer Reimbursement Agreement regarding the Sierra Vista Torrente Phase 1 CG-81 Trail Project, by and between the City of Roseville and Anthem United Torrente Homes Limited Partnership, 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; and

PASSED AND ADOPTED by the Council of the City of Roseville this____day of _____, 2022, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

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CITY/DEVELOPER
REIMBURSEMENT AGREEMENT

(Project: Sierra Vista Torrente Phase 1 CG-81 Trail)

THIS AGREEMENT is made and entered into this ___ day of _____, 20__, by and between the City of Roseville, a municipal corporation, ("CITY") and Anthem United Torrente Homes Limited Partnership, a Washington limited partnership ("DEVELOPER"); and

W I T N E S S E T H:

A. DEVELOPER is the owner of a certain parcel of real property under development within the City of Roseville, located at: Sierra Vista Specific Plan, Parcel CG-81 Open Space and described as Assessor's Parcel Number 498-010-065 (the "Property").

B. DEVELOPER has agreed to construct and install certain Public Improvements as shown within Exhibit "A," attached hereto and made part of this agreement ("Public Improvements").

C. DEVELOPER and CITY will substantially benefit from the construction and installation of the Public Improvements as described in paragraph B above.

D. The total cost of constructing the Public Improvements as estimated using current prevailing wages and in accordance with the Improvement Plans is estimated as approximately one hundred thousand one hundred seventeen dollars ($100,117) ("Improvement Costs"), as more particularly set out in the breakdown of costs ("Breakdown of Costs"), Exhibit "B," attached and incorporated by this reference.

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E. Pursuant to the Breakdown of Costs, the parties have determined that the obligation of Improvement Costs will be allocated between CITY, and DEVELOPER as follows:

DEVELOPER	$0
CITY	$100,117
TOTAL	**$100,117**

F. DEVELOPER and CITY desire to enter into this Agreement providing for the direct installation by DEVELOPER of the Public Improvements in accordance with the approved Improvement Plans, for subsequent reimbursement of the total Improvement Costs by CITY directly to DEVELOPER.

NOW, THEREFORE, in consideration of the covenants set forth herein, CITY and DEVELOPER hereby agree as follows:

1. Construction of the Public Improvements. DEVELOPER shall cause the Public Improvements to be constructed and installed in accordance with the approved Improvement Plans. DEVELOPER is also required, and the specifications and bid and contract documents shall require all contractors and subcontractors, to pay prevailing wages and to otherwise comply with applicable provisions of the California Labor Code, Government Code, and Public Contracts Code relating to public works projects of cities and/or as may be required by CITY standards and procedures.

2. Contractor Registration. No contractor or subcontractor may be listed on a bid proposal for the Public Improvements or work on the Public Improvements unless registered

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with the Department of Industrial Relations pursuant to Labor Code section 1725.5. DEVELOPER shall be responsible for ensuring that these contractor registration requirements are adhered to since this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

3. Reimbursement of the Costs of the Public Improvements. In consideration of the satisfactory completion of the Public Improvements, CITY shall reimburse DEVELOPER for those portions of the Improvement Costs attributable to CITY as set forth in Recital E, hereof (the "Reimbursable Costs"). CITY and DEVELOPER acknowledge that the actual Reimbursable Costs may vary from the estimated costs, depending upon the actual costs of constructing and installing the Public Improvements. Any variation in costs shall be agreed to by the parties.

The Reimbursable Costs shall include the contract bid amount for the Public Improvements as reflected on the Breakdown of Costs and reasonable change orders, as approved by CITY.

4. Timing of Reimbursements. CITY shall reimburse DEVELOPER for the total Reimbursable Costs following acceptance by CITY of the Public Improvements and within thirty (30) days after submission by DEVELOPER and approval by CITY of itemized invoices evidencing the costs for which reimbursement is to be provided in accordance with this Agreement.

5. Permits. DEVELOPER shall be responsible for obtaining all necessary permits. CITY shall approve all plans prior to issuing any permit.

6. Changes in the Scope of Work. If during the course of construction field conditions require a change of scope different then contemplated in either Exhibit "A," "B" or

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"C" as referenced above, and prior to making any changes that will effect the scope of this Agreement, the DEVELOPER shall contact CITY and get approval by CITY for those changes.

7. Prior To Commencement of Work. Prior to commencement of Work, DEVELOPER shall comply with the following: (1) obtain pre-approval from CITY of DEVELOPER's construction documents; (2) cause its contractor to obtain an encroachment permit from City prior to commencement of construction activities in CITY's right of way (and adjacent thereto); and, (3) cause its contractor to provide insurance and related documentation to CITY in accordance with Paragraph 9 of this Agreement. In addition, as required by California Labor Code Section 1773.3, DEVELOPER shall notify the Department of Industrial Relations of the project within five (5) days of the award of a contract to a contractor for the Public Improvements.

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

DEVELOPER's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The

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defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

9. Insurance. Prior to the issuance of an encroachment permit and commencement of any field construction for those certain improvements as shown on Exhibit "A," the DEVELOPER shall, or shall cause its contractor to, have on file with CITY throughout the duration of construction and maintain in full force the following policies of insurance:

POLICY	LIMITS OF LIABILITY
Commercial General Liability, Including endorsements for comprehensive form, premises operations, products/completed operations, broad form property damage, independent contractors, contractual, personal injury, explosion/collapse and underground hazard	Bodily Injury: $2,000,000 each occurrence $4,000,000 aggregate Property Damage: $2,000,000 each occurrence Personal Injury: $2,000,000 each occurrence $4,000,000 aggregate
Workers' Compensation	Statutory
Automobile Liability	$1,000,000 combined single limit

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

b. Additional Insureds. DEVELOPER shall also provide a separate endorsement form or section of the policy showing CITY, its officers, agents, employees and volunteers as additional insureds for each type of coverage, prior to undertaking any work hereunder. Such insurance shall specifically cover the contractual liability of DEVELOPER. The additional insured coverage under the DEVELOPER's policy shall be primary and

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noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from CITY's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

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

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

e. Contractors. DEVELOPER agrees to include in its contracts with all contractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the contractor's work. Furthermore, DEVELOPER shall require its contractors to agree to be bound to DEVELOPER and CITY in the same manner and to the same extent as DEVELOPER is bound to CITY under this Agreement. Additionally, DEVELOPER shall obligate its contractors to comply with these same provisions with respect to any subcontractor, regardless of tier. A copy of CITY's

indemnity and insurance provisions will be furnished to the contractor or any subcontractor upon request.

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

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

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

10. Obligations Arising From Agreement. Neither the General Fund, nor any other fund or monies of CITY, except for Roseville Traffic Mitigation Fees or similar traffic mitigation funds or accounts, shall be utilized for payment of any obligations arising from this Agreement. Neither the credit nor the taxing power of CITY is pledged for the payment of any

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obligations arising from this Agreement. CITY's obligations arising from this Agreement are not a debt of CITY, or a legal or equitable pledge, charge, lien or encumbrance upon any of its property, or upon any of its income, receipts or revenues.

11. Successors and Assigns. Each and every provision of this Agreement shall be binding and inure to the benefit of the successors and assigns of the parties hereto.

12. Attorney's Fees; Venue; Governing Law. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorneys' fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

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

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

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

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

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Roseville on the ___ day of _____, 20___, and DEVELOPER has caused this Agreement to be executed.

CITY OF ROSEVILLE, a municipal corporation

BY: _____
DOMINICK CASEY
City Manager

ATTEST:

BY: _____
CARMEN AVALOS
City Clerk

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____
JASON SHYKOWSKI
Public Works Director

ANTHEM UNITED TORRENTE HOMES LIMITED PARTNERSHIP, a Washington limited partnership

BY: DocuSigned by: Brian Moore
print name: Brian Moore
its: Vice President

and

BY: DocuSigned by: Matt Gustus
print name: Matt Gustus
its: Vice President

DocuSign Envelope ID: 288449EC-A29B-48F4-A3F6-C63996D05171

EXHIBIT "A"

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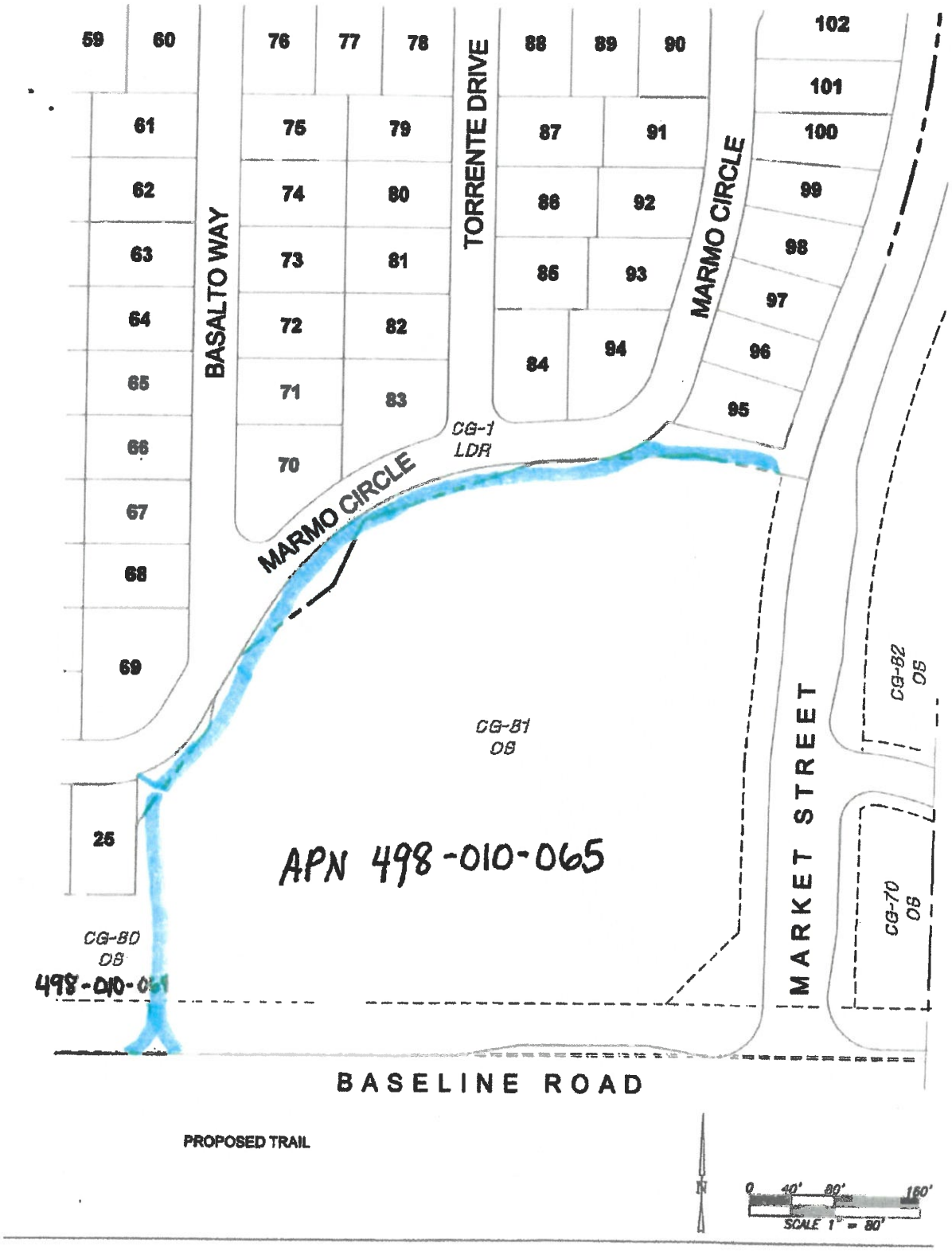

TRAIL EXHIBIT
CITY OF ROSEVILLE
JUNE 20, 2022

J M H Weiss
Real Estate Development Consultants
Planning and Engineering
1731 Technology Drive, Suite 880
San Jose, CA 95110
(408) 286-4555
JMHWeiss.com

P:\3304 - Sierra Vista - Roseville\Exhibits\Trail Exhibit.dwg Austin Lin EDTED: Mon, Jun 20, 2022 4:43pm

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EXHIBIT "B"

DocuSign Envelope ID: 288449EC-A29B-48F4-A3F6-C63996D05171

ESTIMATED QUANTITIES & COSTS FOR TRAIL IMPROVEMENTS AS SHOWN ON "PLANS FOR IMPROVEMENT OF SIERRA VISTA TORRENTE PHASE 1"

Item No.	Description	Quantity	Unit	Unit Price	Value
1	2" AC/8"AB	9,570	sf	$3.85	$36,844.50
2	Decomposed Granite	1,914	sf	$2.50	$4,785.00
3	4" Class II AB	1,914	sf	$2.00	$3,828.00
4	Post & Rail fence	957	lf	$22.00	$21,054.00
5	Erosion Control	1	ls	$5,000.00	$5,000.00
				TRAIL IMPROVEMENTS SUBTOTAL	$71,511.50
				20% CONTINGENCY	$14,302.30
				20% SOFT COSTS	$14,302.30
				ESTIMATED PROJECT TOTAL	**$100,116.10**

ORDINANCE NO. 6577

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2022-23 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. The City of Roseville Annual Budget, Fiscal Year 2022-23, is hereby amended as listed on the attached budget adjustment for the Sierra Vista Torrente Phase I CG-81 Trail Project.

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

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

PASSED AND ADOPTED by the Council of the City of Roseville, this _____ day of _____, 2022, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

REQUEST FOR BUDGET ADJUSTMENT

REQUESTER NAME & TITLE: Ed Scofield, Alternative Transportation Manager
FISCAL YEAR: 2022-23

PREPARER NAME & TITLE: Cameron Schreiter, Transportation Grants Analyst
COUNCIL DATE (if applicable): 12/7/2022

DEPARTMENT/DIVISION: PW / Alternative Transportation
ORDINANCE:

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
3319	6587	84001	500316	100,117	Establish construction budget for the Sierra Vista Torrente Phase 1 CG-81 Trail
			TOTAL	100,117	

REVENUES/TRANSFERS IN

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

NET ADJUSTMENT	100,117	

FUND BALANCE

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
3319	5801	0		(100,117)	Reduce Neighborhood Park - Sierra Vista Fund Balance
			TOTAL	(100,117)	

Justification for Budget Adjustment:

This budget adjustment is requested to establish project #500316 - Sierra Vista Torrente Phase I CG-81 Trail. This budget will pay for the reimbursement agreement with Anthem United Torrente Homes Limited Partnership to construct a Class I trail in Open Space Area Parcel CG-81. The funding for this trail project comes from fees collected in Fund 3319 - Neighborhood Park - Sierra Vista Fund Balance. There is no impact or cost to the General Fund for this project.

REQUIRED APPROVALS:

REQUESTING DEPARTMENT HEAD / DESIGNEE	DATE	BUDGET MANAGER / DESIGNEE	DATE
CHIEF FINANCIAL OFFICER / DESIGNEE	DATE	CITY MANAGER / DESIGNEE	DATE

BUDGET DEPARTMENT USE ONLY:

POSTED BY	DATE

Revised: June 24, 2019

COUNCIL COMMUNICATION

CC #: 2402
File #: 0400-04-12-01 & 0400-07

Title:	Sierra Vista Parcels JM-30 and JM-41 - Final Map
Contact:	Robert Medina 916-774-5517 rmedina@roseville.ca.us

Meeting Date: 12/7/2022
Item #: 6.34.

RECOMMENDATION TO COUNCIL

It is recommended that the City Council take the following actions:

Approve the final map on file with the City Clerk and accept, on behalf of the public, the easements offered thereon for dedication; and approve the abandonment of the easements listed thereon.

BACKGROUND

The Development Services - Engineering section 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 be creating 12 lots for future development at the southwest corner of Pleasant Grove Blvd and Fiddyment Rd.

FISCAL IMPACT

There is no fiscal impact to the City's General Fund associated with this approval.

ENVIRONMENTAL REVIEW

Approval of the Sierra Vista Parcels JM-30 and JM-41 final map is an action that is subject to California Environmental Quality Act (CEQA). Project level CEQA compliance for the Sierra Vista Parcels JM-30 and JM-41 final map was accomplished with preparation of the Sierra Vista Specific Plan EIR (Adopted: May 5, 2010) (SCH#2008032017) and the Mitigated Negative Declaration (MND) and associated Mitigation Monitoring Program approved by the City of Roseville on June 6, 2012. Because the Sierra Vista Parcels JM-30 and JM-41 final map is consistent with project evaluated in the Sierra Vista Specific Plan Environmental Impact Report (EIR), no new effects would be expected to occur and all applicable mitigation measures from the Sierra Vista Specific Plan EIR will be implemented. As such, no additional CEQA action is

required at this time.

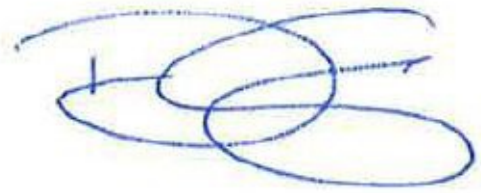
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Robert Medina, Assistant Engineer

Mike Isom, Development Services Director



_____

Dominick Casey, City Manager

ATTACHMENTS:

Description

Final Map

Vicinity Map

BOOK _____ OF MAPS, PAGE _____

A Final Map of

SIERRA VISTA PARCELS JM-30 AND JM-41

Large Lot Subdivision No.: PL21-0368

ALL OF LOTS 1 AND 2 AS SHOWN ON "FINAL MAP THE VILLAGES AT SIERRA VISTA - LARGE LOT SUBDIVISION" FILED IN BOOK DD OF MAPS, AT PAGE 26. LOCATED IN SECTION 36, T. 11 N., R. 5 E., M.D.M.

CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA

DECEMBER, 2022

BAKER-WILLIAMS ENGINEERING GROUP

Sheet 1 of 5

OWNER'S STATEMENT:

THE UNDERSIGNED HEREBY STATE THAT THEY ARE THE ONLY PERSONS HAVING ANY RECORD TITLE INTERESTS IN THE REAL PROPERTY INCLUDED WITHIN THIS FINAL MAP OF "SUBDIVISION MAP OF SIERRA VISTA PARCELS JM-30 AND JM-41" SHOWN UPON THIS MAP AND THEY HEREBY CONSENT TO THE PREPARATION AND RECORDING OF THIS MAP AND OFFER FOR DEDICATION AND DO HEREBY DEDICATE FOR SPECIFIC PURPOSES THE FOLLOWING:

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

(A) PUBLIC EASEMENTS FOR THE INGRESS AND EGRESS OF EMERGENCY VEHICLES AND UTILITY MAINTENANCE VEHICLES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER AND ACROSS THOSE STRIPS OF LAND SHOWN HEREON AND DESIGNATED "M.A.E." (MAINTENANCE ACCESS EASEMENT)

(B) PUBLIC EASEMENTS FOR INSTALLATION AND MAINTENANCE OF BUT NOT LIMITED TO WATER, GAS, DRAIN AND SEWER PIPES, AND FOR POLES AND OVERHEAD AND UNDERGROUND WIRES AND CONDUITS FOR ELECTRIC, TELEVISION AND TELEPHONE SERVICES AND TRAFFIC CONTROL APPURTENANCES TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS THOSE STRIPS OF LAND LYING CONTIGUOUS TO THE DRIVE SHOWN HEREON AND DESIGNATED "P.U.E." (PUBLIC UTILITY EASEMENT).

(B) PUBLIC EASEMENTS FOR INSTALLATION AND MAINTENANCE OF BUT NOT LIMITED TO WATER, GAS, DRAIN AND SEWER PIPES, AND FOR POLES AND OVERHEAD AND UNDERGROUND WIRES AND CONDUITS FOR ELECTRIC, TELEVISION AND TELEPHONE SERVICES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS THE 25.0' WIDE STRIP OF LAND SHOWN HEREON AND DESIGNATED "25.0' P.U.E." (PUBLIC UTILITY EASEMENT).

(C) PUBLIC EASEMENTS FOR PEDESTRIAN ACCESS ON, OVER AND ACROSS THOSE STRIPS OF LAND SHOWN HEREON AND DESIGNATED 'P.E.' (PEDESTRIAN EASEMENT).

--------- END OF PUBLIC DEDICATIONS-------

THE UNDERSIGNED HEREBY DECLARE THE FOLLOWING:

1. PRIVATE EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF WATER, SANITARY SEWER, DRAINAGE, GAS PIPES, AND FOR UNDERGROUND AND OVERHEAD WIRES AND CONDUITS FOR ELECTRIC, TELEVISION, AND TELEPHONE SERVICES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, ON, OVER, UNDER AND ACROSS THE STRIPS OF LAND SHOWN HEREON AND DESIGNATED "PVT. UTILITY EASEMENT" (PRIVATE UTILITY EASEMENT) ARE HEREBY GRANTED FOR THE MUTUAL BENEFIT OF LOTS 2 THROUGH 12 AS SAID LOTS ARE SHOWN HEREON.

2. PRIVATE ACCESS EASEMENTS (INCLUDING THE RIGHTS TO CONSTRUCT AND MAINTAIN SUCH ACCESS WAYS) FOR THE MUTUAL, RECIPROCAL AND NONEXCLUSIVE INGRESS AND EGRESS BY VEHICULAR AND PEDESTRIAN TRAFFIC ON, OVER, UNDER AND ACROSS THE AREAS SHOWN HEREON AS "P.A.E" (PRIVATE ACCESS EASEMENT) FOR THE MUTUAL BENEFIT OF LOTS 2 THROUGH 12, AS SAID LOTS ARE SHOWN HEREON, ARE HEREBY GRANTED TO THE PROPERTY OWNER(S) (OR SUCCESSOR(S) IN INTEREST).

SVC1, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

BY: _____
JOHN L. MOURIER, III
ITS MANAGER

NOTARY ACKNOWLEDGEMENT:

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 _____, 2022, BEFORE ME, _____ A NOTARY PUBLIC
(PRINT NAME AND TITLE OF OFFICER)

PERSONALLY APPEARED _____
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES _____.
MY PRINCIPAL PLACE OF BUSINESS IS IN _____ COUNTY.

_____
NOTARY PUBLIC

_____
PRINT NAME

SURVEYOR'S STATEMENT:

THIS FINAL MAP OF "SIERRA VISTA PARCELS JM-30 AND JM-41" 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 SVC1, LLC IN FEBRUARY, 2022. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS ON OR BEFORE DECEMBER 31, 2023, THAT THE MONUMENTS WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

DATE _____

_____
JOHN KARL JEFFRIES L.S. 7820
EXPIRES 12/31/2023

LICENSED LAND SURVEYOR
JOHN KARL JEFFRIES
No. 7820
EXPIRES
12/31/2023
STATE OF CALIFORNIA

CITY ENGINEER'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "SUBDIVISION MAP OF SIERRA VISTA PARCELS JM-30 AND JM-41" 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.

DATED_____

_____
MARC STOUT R.C.E. 69879
CITY ENGINEER, CITY OF ROSEVILLE
EXPIRATION DATE 09/30/2024

I HEREBY STATE THAT I AM SATISFIED THAT THIS FINAL MAP OF "SUBDIVISION MAP OF SIERRA VISTA PARCELS JM-30 AND JM-41" IS TECHNICALLY CORRECT.

FOR MARC STOUT, CITY ENGINEER, CITY OF ROSEVILLE

DATED_____

_____
TIMOTHY G. BLAIR
P.L.S. 8278 EXPIRATION DATE 12/31/2023

PROFESSIONAL LAND SURVEYOR
TIMOTHY G. BLAIR
No. 8278
EXP. 12/31/23
STATE OF CALIFORNIA

CITY CLERK'S STATEMENT:

I HEREBY STATE THAT THE CITY COUNCIL OF THE CITY OF ROSEVILLE HAS APPROVED THIS FINAL MAP OF "SUBDIVISION MAP OF SIERRA VISTA PARCELS JM-30 AND JM-41" AND HAS ACCEPTED ON BEHALF OF THE PUBLIC, THE EASEMENTS HEREON OFFERED FOR DEDICATION AND HAS APPROVED THE ABANDONMENT OF THE EASEMENTS LISTED WITHIN NOTE 3 ON SHEET 2.

DATED_____

_____
CITY CLERK, CITY OF ROSEVILLE

BY:_____
ASSISTANT CITY CLERK

RECORDER'S STATEMENT:

ACCEPTED FOR RECORD AND FILED IN THE OFFICE OF THE RECORDER OF PLACER COUNTY, STATE OF CALIFORNIA, AT THE REQUEST OF OLD REPUBLIC TITLE COMPANY, AT _____ MINUTES AFTER _____ O'CLOCK__M. ON THE ____ DAY OF _____, 2022 AND RECORDED IN BOOK _____ OF MAPS, AT PAGE _____.

DOCUMENT NO. _____

_____
COUNTY RECORDER OF PLACER COUNTY

FEE _____

BY:_____
DEPUTY

JOB NO. 21-06-017

BOOK _____ OF MAPS, PAGE _____

NOTES:

1. THE TOTAL AREA OF THIS LARGE LOT SUBDIVISION IS 21.096 ACRES MORE OR LESS AND CONSISTS OF 12 LOTS.

2. A PRELIMINARY SOILS REPORT WAS PREPARED BY YOUNGDAHL CONSULTING GROUP, PROJECT NO. E133171.000 DATED SEPTEMBER 10, 2013. A COPY OF THIS REPORT IS AVAILABLE FOR PUBLIC INSPECTION AT THE CITY OF ROSEVILLE ENGINEERING DEPARTMENT.

3. PURSUANT TO SECTION 66434(g) OF THE GOVERNMENT CODE, THE FOLLOWING EASEMENTS ARE HEREBY ABANDONED:

   A PORTION OF THE EAST RIGHT-OF-WAY LINE OF UPLAND DRIVE SHOWN ON LOT 2 OF THE LARGE LOT FINAL MAP ENTITLED "THE VILLAGES AT SIERRA VISTA" FILED IN BOOK 'DD' OF MAPS, AT PAGE 26. SAID RIGHT-OF-WAY IS NOT SHOWN HEREON.

   THE 20.0' P.U.E. SHOWN ADJACENT TO THE EAST RIGHT-OF-WAY LINE OF UPLAND DRIVE ON LOT 2 OF THE LARGE LOT FINAL MAP ENTITLED "THE VILLAGES AT SIERRA VISTA" FILED IN BOOK 'DD' OF MAPS, AT PAGE 26. SAID EASEMENT IS NOT SHOWN HEREON.

   THE 12.5' P.U.E. SHOWN ON THE SOUTH SIDE OF LOT 2 OF THE LARGE LOT FINAL MAP ENTITLED "THE VILLAGES AT SIERRA VISTA" FILED IN BOOK 'DD' OF MAPS, AT PAGE 26, ADJACENT TO THE 125 FOOT SMUD EASEMENT PER 935 OF 29. SAID EASEMENT IS NOT SHOWN HEREON.

4. A RECIPROCAL EASEMENT AGREEMENT DATED FEBRUARY 7, 2017 AND RECORDED AS DOCUMENT NO. 2017-0041424 AFFECT THIS AND OTHER PROPERTY ALLOWING ACCESS ONTO THE PROPERTIES RELATIVE TO THE BACKBONE INFRASTRUCTURE. SAID EASEMENT IS NOT PLOTTABLE AND NOT SHOWN HEREON.

5. ALL FRONT LOT CORNERS SHALL BE MONUMENTED WITH A 1" COPPERWELD STAMPED "LS 7820" ON A PROJECTION OF THE PROPERTY LINE INTO THE RIGHT-OF-WAY IN THE TOP OF CURB.

LEGEND:

P.U.E.	PUBLIC UTILITY EASEMENT
P.E.	PEDESTRIAN EASEMENT
(R)	RADIAL BEARING
M.A.E.	MAINTENANCE ACCESS EASEMENT
P.A.E.	PRIVATE ACCESS EASEMENT
PVT.	PRIVATE
○	DIMENSION POINT
⌀	SET 3/4" IRON PIPE W/ BRASS DISC STAMPED "LS 7820"
◉	FOUND 2" BRASS DISC STAMPED "LS 7820" IN STANDARD CITY OF ROSEVILLE MONUMENT WELL PER (2)
⊗	FOUND CENTER PUNCHED COPPERWELD STAMPED "LS7350" IN MONUMENT WELL PER (1)
⌀	FOUND 3/4" IRON PIPE WITH BRASS DISK STAMPED "LS 7820" PER (2)
◈	FOUND 1-1/2" BRASS DISC IN MONUMENT WELL AS SECTION CORNER PER (2)
▣	FOUND 2" BRASS DISC IN MONUMENT WELL AS QUARTER CORNER PER (2)
(1)	RECORD PER AA BM 4
(2)	RECORD PER DD BM 26
(3)	RECORD PER 15 PM 143
(4)	RECORD PER EE BM 96

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1(2)	169.35'	526.00'	18° 26' 51"	S 22°36'07" W	168.62'
C4(3)	33.74'	1,638.00'	1° 10' 49"	S 77°31'47" E	33.74'
C7(3)	99.83'	1,663.08'	3° 26' 22"	S 87°34'29" E	99.82'
C8(3)	77.54'	50.00'	88° 51' 05"	S 44°52'08" E	70.00'

BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS IDENTICAL TO THE CENTERLINE OF UPLAND DRIVE AS SHOWN ON DD BM 26, BEING N 34°12'09" E AND ESTABLISHED BY MONUMENTS SHOWN AS FOUND HEREON.

A Final Map of

SIERRA VISTA PARCELS JM-30 AND JM-41

Large Lot Subdivision No.: PL21-0368

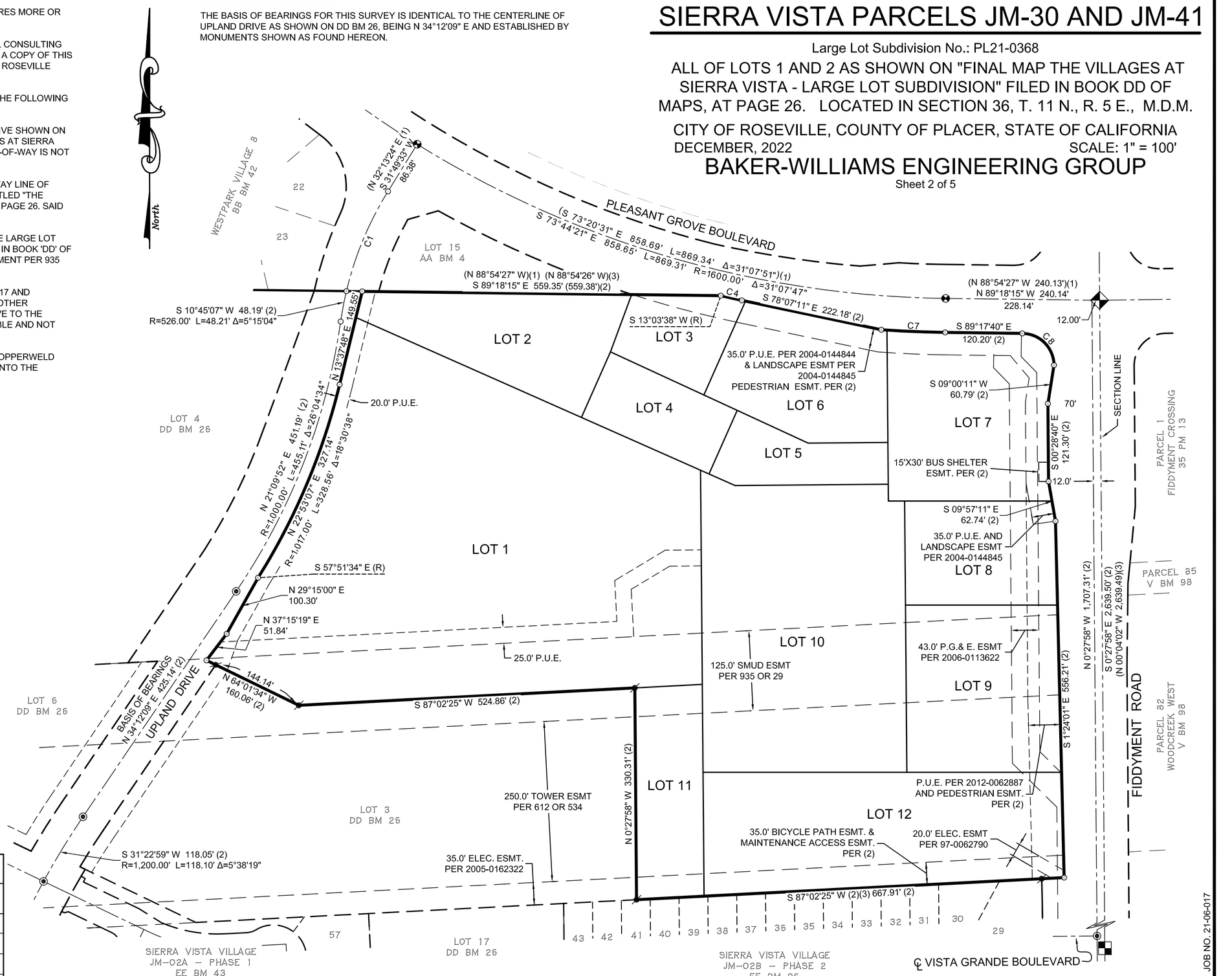
ALL OF LOTS 1 AND 2 AS SHOWN ON "FINAL MAP THE VILLAGES AT SIERRA VISTA - LARGE LOT SUBDIVISION" FILED IN BOOK DD OF MAPS, AT PAGE 26. LOCATED IN SECTION 36, T. 11 N., R. 5 E., M.D.M.

CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA

DECEMBER, 2022 SCALE: 1" = 100'

BAKER-WILLIAMS ENGINEERING GROUP

Sheet 2 of 5



JOB NO. 21-06-017

BOOK _____ OF MAPS, PAGE _____

A Final Map of

SIERRA VISTA PARCELS JM-30 AND JM-41

Large Lot Subdivision No.: PL21-0368

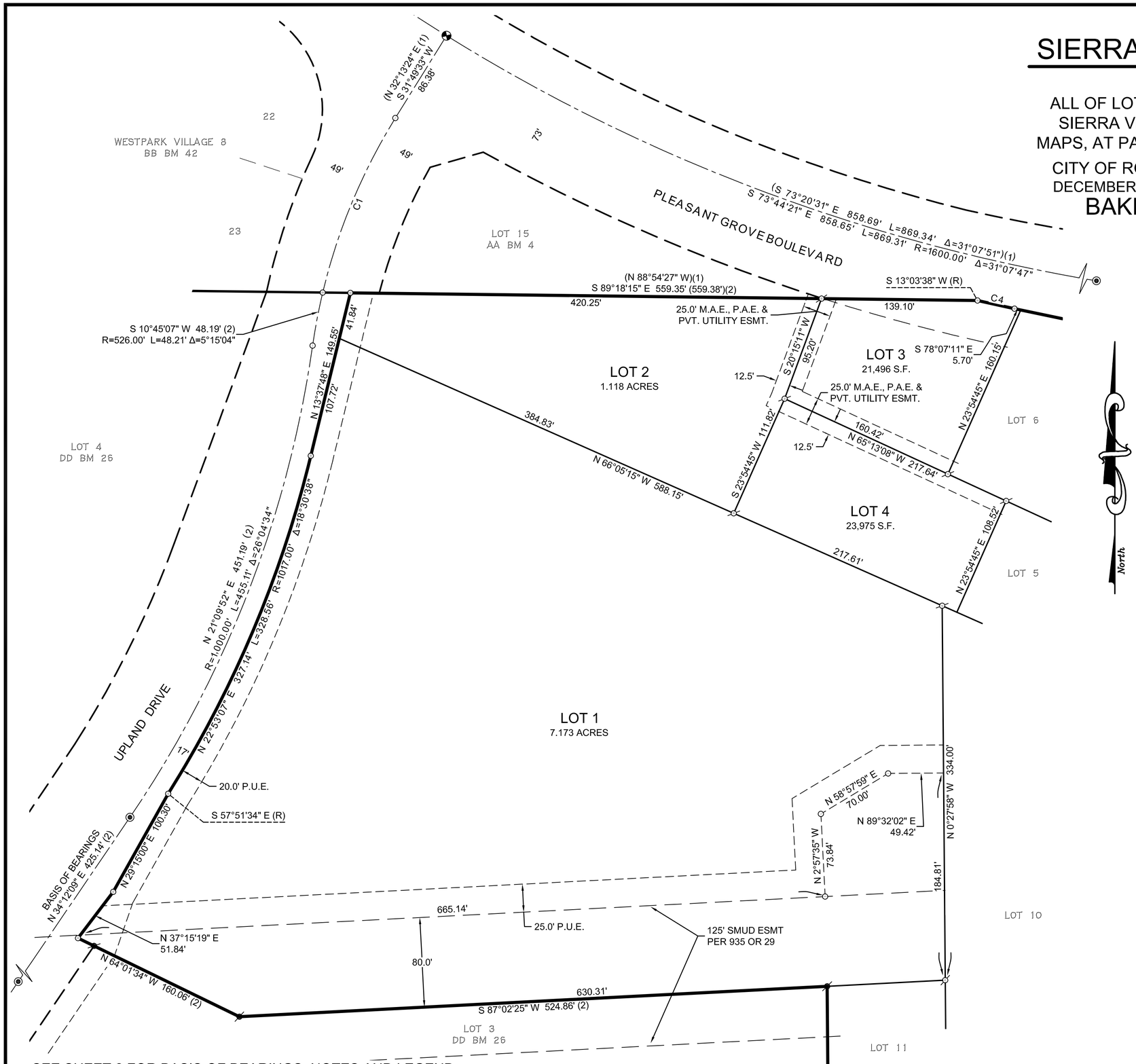
ALL OF LOTS 1 AND 2 AS SHOWN ON "FINAL MAP THE VILLAGES AT SIERRA VISTA - LARGE LOT SUBDIVISION" FILED IN BOOK DD OF MAPS, AT PAGE 26. LOCATED IN SECTION 36, T. 11 N., R. 5 E., M.D.M.

CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA

DECEMBER, 2022 SCALE: 1" = 60'

BAKER-WILLIAMS ENGINEERING GROUP

Sheet 3 of 5



CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1(2)	169.35'	526.00'	18° 26' 51"	S 22°36'07" W	168.62'
C4(3)	33.74'	1,638.00'	1° 10' 49"	S 77°31'47" E	33.74'

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

JOB NO. 21-06-017

BOOK _____ OF MAPS, PAGE _____

A Final Map of

SIERRA VISTA PARCELS JM-30 AND JM-41

Large Lot Subdivision No.: PL21-0368

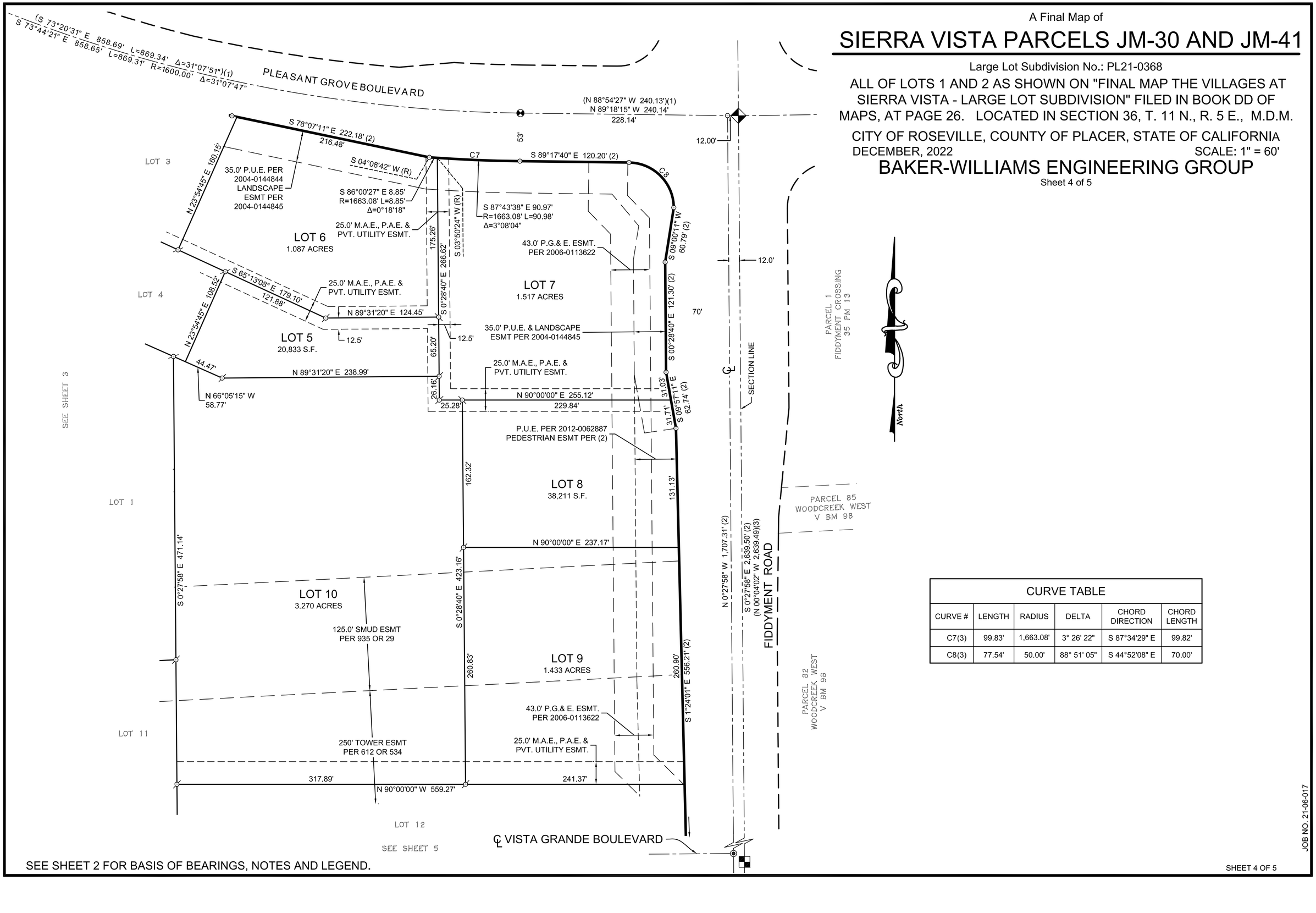
ALL OF LOTS 1 AND 2 AS SHOWN ON "FINAL MAP THE VILLAGES AT SIERRA VISTA - LARGE LOT SUBDIVISION" FILED IN BOOK DD OF MAPS, AT PAGE 26. LOCATED IN SECTION 36, T. 11 N., R. 5 E., M.D.M.

CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA

DECEMBER, 2022 SCALE: 1" = 60'

BAKER-WILLIAMS ENGINEERING GROUP

Sheet 4 of 5



CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C7(3)	99.83'	1,663.08'	3° 26' 22"	S 87°34'29" E	99.82'
C8(3)	77.54'	50.00'	88° 51' 05"	S 44°52'08" E	70.00'

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

JOB NO. 21-06-017

A Final Map of

SIERRA VISTA PARCELS JM-30 AND JM-41

Large Lot Subdivision No.: PL21-0368

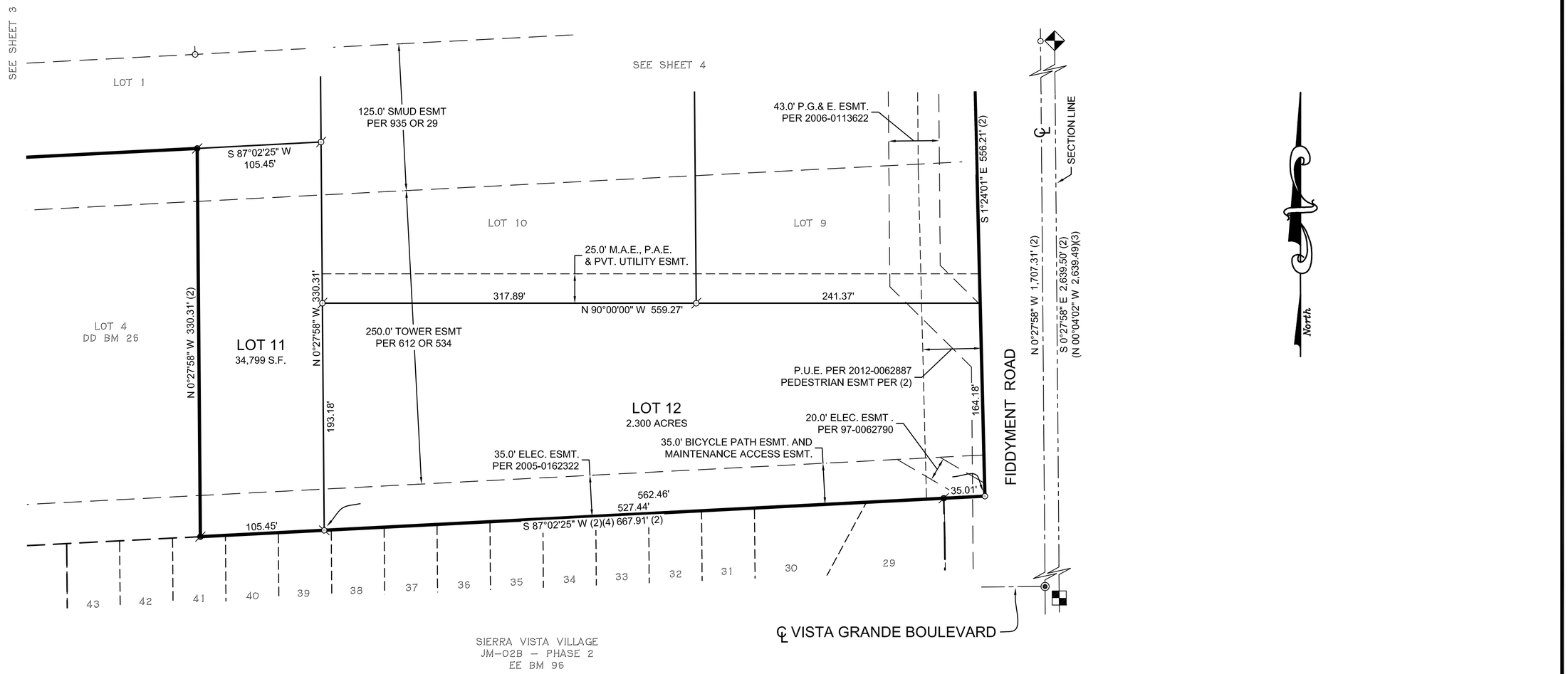
ALL OF LOTS 1 AND 2 AS SHOWN ON "FINAL MAP THE VILLAGES AT SIERRA VISTA - LARGE LOT SUBDIVISION" FILED IN BOOK DD OF MAPS, AT PAGE 26. LOCATED IN SECTION 36, T. 11 N., R. 5 E., M.D.M.

CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA

DECEMBER, 2022 SCALE: 1" = 60'

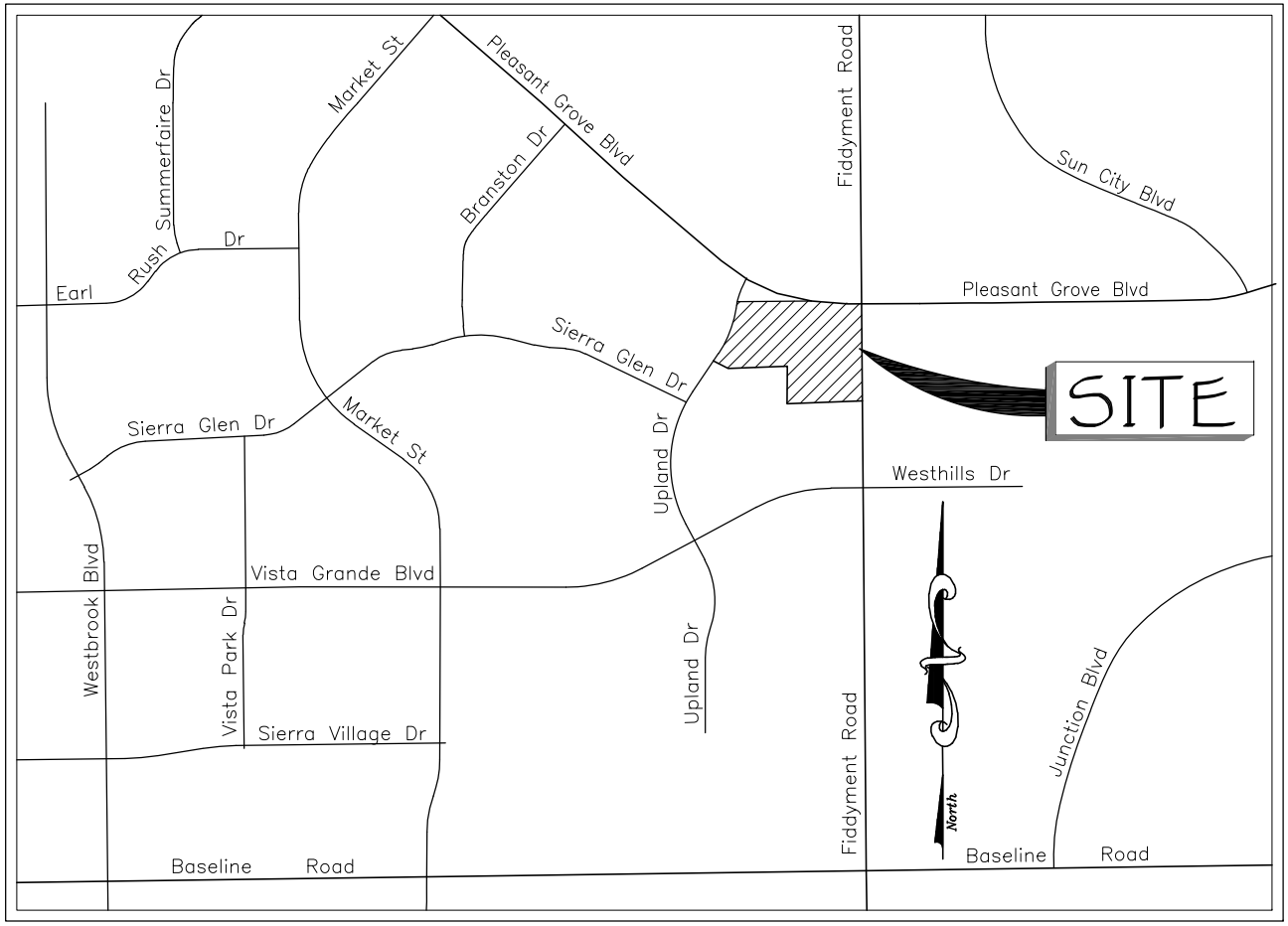
BAKER-WILLIAMS ENGINEERING GROUP

Sheet 5 of 5



JOB NO. 21-06-017

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



VICINITY MAP

Not to Scale

COUNCIL COMMUNICATION

CC #: 2399
File #: 0400-04-15 & 0400-07

Title: Amoruso Ranch - Phase A1 (Large Lot) - Final Map
Contact: Kerry Andrews 916-774-5346 kandrews@roseville.ca.us

Meeting Date: 12/7/2022
Item #: 6.35.

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 the public utility easements offered thereon, but reject at this time, on behalf of the public, all irrevocable offers of land, rights of way and easements offered thereon; and approve the abandonment of the rights of way and easements listed thereon.

BACKGROUND

The Development Services - 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 be creating 47 large lots for future development, 1 commercial lot, 1 public school lot, 1 public fire station lot, 8 public park lots, 16 public open space lots, 22 landscape lots, 1 community facilities lot, 1 public recycling lot, 2 sewer lift station lots, and 1 water facilities distribution lot.

FISCAL IMPACT

There is no fiscal impact to the City's General Fund associated with this approval.

ENVIRONMENTAL REVIEW

Goal F - Invest in well-planned infrastructure and growth

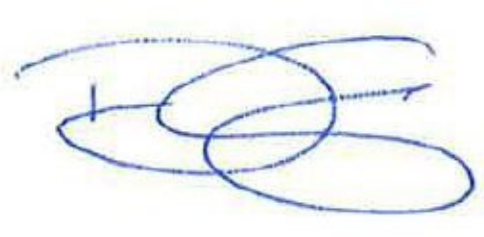
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Approval of the Amoruso - Phase A1 final map is an action that is subject to California Environmental Quality Act (CEQA). Project level CEQA compliance for the Amoruso - Phase A1 final map was accomplished with the preparation of the Amoruso Ranch Specific Plan (ARSP) Environmental Impact Report (EIR) and was certified by City Council on June 15, 2016 (SCH#2013102057). Because the Amoruso - Phase A1 final map is consistent with the project evaluated in the Amoruso Ranch Specific Plan EIR, no new effects would be expected to occur and all applicable mitigation measures from the Amoruso Ranch Specific Plan EIR will be implemented. As such, no additional CEQA action is required at this time.

Respectfully Submitted,

Kerry Andrews, Assistant Engineer

Mike Isom, Development Services Director



_____

Dominick Casey, City Manager

ATTACHMENTS:

Description

Final Map

Vicinity Map

BOOK _____ OF MAPS, PAGE _____

OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CERTIFY THAT THEY ARE THE ONLY PERSONS HAVING ANY RECORD TITLE INTEREST IN THE REAL PROPERTY INCLUDED WITHIN THE BOUNDARIES OF THIS FINAL MAP OF "AMORUSO RANCH PHASE A1" AS SHOWN UPON THIS MAP, AND DO HEREBY CONSENT TO THE PREPARATION AND RECORDING OF SAID MAP AND THAT THE CONSENT OF NO OTHER PERSON IS NECESSARY. WE HEREBY OFFER FOR DEDICATION AND DO HEREBY DEDICATE FOR SPECIFIC PURPOSES THE FOLLOWING:

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

A. PUBLIC EASEMENTS FOR THE INSTALLATION, CONSTRUCTION AND MAINTENANCE OF, BUT NOT LIMITED TO, WATER, SANITARY SEWER, GAS AND DRAINAGE PIPES; ELECTROLIERS, TRAFFIC CONTROL APPURTENANCES, AND FOR ELECTRIC, TELEVISION, AND TELEPHONE SERVICES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, ON, OVER, UNDER AND ACROSS LOTS A1–A, A1–B, A2–A, A2–B, A3, A4–A, A4–B, A4–C, A5, A6, A7, A8, A9–A, A9–B, A9–C, A10, A11, B, C AND D, AND LOTS 5, 11, 13, 22, 23, 34, 37, 40, 45, 55, 59, 69, 75, 84, 86, 87, 89, 90, 91, 94, 96 AND 101, AND THOSE STRIPS OF LAND 10 FEET IN WIDTH, 23 FEET IN WIDTH, 35 FEET IN WIDTH AND 50 FEET IN WIDTH, SHOWN HEREON AND DESIGNATED AS "PUE" (PUBLIC UTILITY EASEMENT).

THE REAL PROPERTY DESCRIBED BELOW IS IRREVOCABLY OFFERED AS AN EASEMENT FOR PUBLIC PURPOSES:

B. PUBLIC EASEMENT FOR ACCESS, CONSTRUCTION, AND MAINTENANCE OF BIKE TRAIL FACILITIES ON, OVER, AND ACROSS LOTS 34, 37, 40, 45, 55, 57, 59, 61, 65, 66, 84, 86, 89, 91, 94 AND 101, AND THOSE STRIPS OF LAND 23 FEET, 35 FEET AND 50 FEET IN WIDTH SHOWN HEREON AND DESIGNATED "BTE" (BIKE TRAIL EASEMENT).

C. PUBLIC EASEMENT FOR INSTALLATION AND MAINTENANCE OF A BUS SHELTER TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER AND ACROSS THOSE STRIPS OF LAND SHOWN HEREON AND DESIGNATED "BUS SHELTER EASEMENT".

D. PUBLIC EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF DRAINAGE PIPES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS LOTS 10, 11, 63 AND 68 SHOWN HEREON AND THOSE STRIPS OF LAND 81.00 FEET IN WIDTH SHOWN HEREON AND DESIGNATED "DE" (DRAINAGE EASEMENT).

E. EASEMENTS FOR LANDSCAPING AND ALL APPURTENANCES PERTAINING THERETO LYING ON, OVER AND ACROSS THOSE STRIPS OF LAND 23 FEET IN WIDTH, THOSE STRIPS OF LAND 35 FEET IN WIDTH AND THOSE STRIPS OF LAND 50 FEET IN WIDTH, SHOWN HEREON AND DESIGNATED "LE" (LANDSCAPING EASEMENT)

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

A. LOTS A1–A, A1–B, A2–A, A2–B, A3, A4–A, A4–B, A4–C, A5, A6, A7, A8, A9–A, A9–B, A9–C, A10, A11, B, C AND D, AS PUBLIC RIGHT–OF–WAY.

B. LOTS 5, 11, 13, 22, 23, 34, 37, 40, 45, 55, 59, 69, 75, 84, 86, 87, 89, 90, 91, 94, 96 AND 101 FOR RIGHT–OF–WAY AND LANDSCAPING.

C. LOTS 3, 17, 26, 31, 51, 57, 65 AND 100, AS PUBLIC PARKS.

D. LOTS 6, 7, 8, 9, 10, 20, 21, 54, 61, 62, 63, 66, 70, 71, 92, 93, 95 AND 97, AS PUBLIC OPEN SPACE.

E. LOT 76 FOR PUBLIC FIRE STATIONS.

F. LOT 99 FOR PUBLIC RECYCLING.

G. LOTS 4 AND 64 FOR PUBLIC SEWER LIFT STATIONS.

H. LOT 72 FOR FUTURE COMMUNITY FACILITIES PURPOSES.

I. LOT 98 FOR WATER DISTRIBUTION FACILITIES.

THE REAL PROPERTY DESCRIBED BELOW IS RESERVED FOR PUBLIC PURPOSES:

A. LOT 85 IS HEREBY RESERVED TO BE DEDICATED IN FEE IN THE FUTURE AS A PUBLIC SCHOOL SITE.

ANGELA EISENPRESS, SUCCESSOR TRUSTEE OF THE
AMORUSO FAMILY LIVING TRUST DATED MARCH 14, 2005

BY: _____

NAME: _____

TITLE: _____

BROOKFIELD SACRAMENTO HOLDINGS LLC,
A DELAWARE LIMITED LIABILITY COMPANY

BY: _____ BY: _____

NAME: _____ NAME: _____

TITLE: _____ TITLE: _____

FINAL MAP OF

AMORUSO RANCH - PHASE A1

SUBDIVISION NO. PL21-0184

A MERGER AND RE-SUBDIVISION OF THAT CERTAIN FINAL MAP ENTITLED "AMORUSO RANCH PHASE 1A", SUBDIVISION NO. PL18-0345, BOOK EE OF MAPS, PAGE 93, O.R.P.C. LYING WITHIN SECTIONS 11 AND 14, T. 11 N., R. 5 E., MOUNT DIABLO MERIDIAN
CITY OF ROSEVILLE COUNTY OF PLACER STATE OF CALIFORNIA

WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
3301 C St, Bldg. 100-B Tel 916.341.7760
Sacramento, CA 95816 Fax 916.341.7767

NOVEMBER 2022

Sheet 1 of 28

3651.010

NOTARY'S ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
COUNTY OF _____) SS

ON _____ DAY OF _____, 2022 BEFORE ME, _____,
A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, 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: _____

PRINTED NAME: _____

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

MY COMMISSION EXPIRES: _____

MY COMMISSION No.: _____

NOTARY'S ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
COUNTY OF _____) SS

ON _____ DAY OF _____, 2022 BEFORE ME, _____,
A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, 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: _____

PRINTED NAME: _____

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

MY COMMISSION EXPIRES: _____

MY COMMISSION No.: _____

SURVEYOR'S STATEMENT

THIS FINAL MAP OF "AMORUSO RANCH PHASE A1" 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 BROOKFIELD SUNSET, IN SEPTEMBER 2019. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP AND THAT ALL THE MONUMENTS SHOWN HEREON ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET BY OCTOBER 31, 2024 AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

WOOD RODGERS, INC.

PROFESSIONAL LAND SURVEYOR · ANDREW P. TAPLEY · 9554 · STATE OF CALIFORNIA

_____
ANDREW P. TAPLEY
P.L.S. 9554

_____
DATE

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "AMORUSO RANCH PHASE A1" 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
CITY ENGINEER, CITY OF ROSEVILLE
R.C.E. #69879 EXPIRATION DATE 09/30/2024

I HEREBY STATE THAT I AM SATISFIED THAT THIS FINAL MAP OF "LARGE LOT MAP AMORUSO RANCH PHASE A1" IS TECHNICALLY CORRECT.

FOR MARC STOUT, CITY ENGINEER, CITY OF ROSEVILLE

PROFESSIONAL LAND SURVEYOR · TIMOTHY G. BLAIR · No. 8278 · EXP. 12/31/23 · STATE OF CALIFORNIA

_____
TIMOTHY G. BLAIR, P.L.S. 8278

_____
DATE

CITY CLERK'S STATEMENT

I HEREBY STATE THAT THE CITY COUNCIL, CITY OF ROSEVILLE HAS APPROVED THIS FINAL MAP OF "AMORUSO RANCH PHASE A1" AND HAS ACCEPTED THE PUBLIC UTILITY EASEMENTS OFFERED HEREON FOR DEDICATION; AND HAS REJECTED AT THIS TIME, BUT RESERVES THE RIGHT TO ACCEPT AT A LATER DATE, ON BEHALF OF THE PUBLIC, ALL IRREVOCABLE OFFERS OF LAND, RIGHTS–OF–WAY, AND EASEMENTS OFFERED HEREON, IN ACCORDANCE WITH THE TERMS OF THOSE OFFERS AND HAS APPROVED THE ABANDONMENT OF THE IRREVOCABLE OFFERS OF DEDICATION FOR THE RIGHTS–OF–WAY AND PUBLIC UTILITY EASEMENTS LISTED WITHIN NOTE 5, ON SHEET 2, OF THIS MAP.

_____ _____
DATE CITY CLERK, CITY OF ROSEVILLE

BY: _____
ASSISTANT CITY CLERK

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2022, AT _____ M. IN BOOK _____ OF MAPS, AT PAGE _____, AT THE REQUEST OF WOOD RODGERS, INC

FEE: $ _____ DOCUMENT NO.: _____

BY: _____ BY: _____
RYAN RONCO DEPUTY RECORDER
COUNTY RECORDER
COUNTY OF PLACER

BENEFICIARY'S STATEMENT

D.R.HORTON CA2 INC., A CALIFORNIA CORPORATION, AS BENEFICIARY UNDER THAT DEED OF TRUST RECORDED NOVEMBER 15, 2021 AS DOC-2021-0140961, OFFICIAL RECORDS OF SACRAMENTO COUNTY, HEREBY CONSENTS TO THE PREPARATION AND FILING OF THIS MAP.

BY: _____

TITLE: _____

DATE: _____

BY: _____

TITLE: _____

DATE: _____

CERTIFICATE FOR DEDICATION

A) SUBDIVIDER DEDICATING PROPERTY:

BROOKFIELD SACRAMENTO HOLDINGS, LLC, A DELAWARE LIMITED LIABILITY COMPANY

B) DESCRIPTIONS OF PROPERTY BEING DEDICATED:

- LOTS A1-A, A1-B, A2-A, A2-B, A3, A4-A, A4-B, A4-C, A5, A6, A7, A8, A9-A, A9-B, A9-C, A10, A11, B, C AND D, AS PUBLIC RIGHT-OF-WAY.
- LOTS 5, 11, 13, 22, 23, 34, 37, 40, 45, 55, 59, 69, 75, 84, 86, 87, 89, 90, 91, 94, 96 AND 101 FOR RIGHT-OF-WAY AND LANDSCAPING.
- LOT 76 FOR PUBLIC FIRE STATIONS.
- LOT 99 FOR PUBLIC RECYCLING.
- LOTS 4 AND 64 FOR PUBLIC SEWER LIFT STATIONS.
- LOT 72 FOR FUTURE COMMUNITY FACILITIES PURPOSES.
- LOT 98 FOR WATER DISTRIBUTION FACILITIES.

C) PUBLIC AGENCY STATEMENT:

PURSUANT TO SECTION 66477.5 OF THE SUBDIVISION MAP ACT THE CITY OF ROSEVILLE DOES HEREBY CERTIFY THE FOLLOWING: THAT UPON DETERMINATION THAT THE SAME PUBLIC PURPOSE FOR WHICH THE PROPERTY, DESCRIBED IN (B) ABOVE IS DEDICATED, NO LONGER EXIST, THE CITY OF ROSEVILLE WILL RECONVEY THE PROPERTY TO THE SUBDIVIDER, NAMED IN (A) ABOVE, OR THE SUCCESSOR IN INTEREST, EXCEPT FOR ALL OR ANY PORTION OF THE PROPERTY THAT IS REQUIRED FOR THE SAME PUBLIC PURPOSE OR PUBLIC UTILITIES.

NOTARY'S ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
COUNTY OF _____) SS

ON _____ DAY OF _____, 2022 BEFORE ME, _____, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, 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:

_____

PRINTED NAME: _____

MY PRINCIPLE PLACE OF BUSINESS IS IN THE COUNTY OF:

_____

MY COMMISSION EXPIRES: _____

MY COMMISSION No.: _____

NOTARY'S ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
COUNTY OF _____) SS

ON _____ DAY OF _____, 2022 BEFORE ME, _____, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, 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:

_____

PRINTED NAME: _____

MY PRINCIPLE PLACE OF BUSINESS IS IN THE COUNTY OF:

_____

MY COMMISSION EXPIRES: _____

MY COMMISSION No.: _____

LEGEND

BTE	BIKE TRAIL EASEMENT
IOD	IRREVOCABLE OFFER OF DEDICATION
LE	LANDSCAPE EASEMENTS
LS	LANDSCAPING
ORPC	OFFICIAL RECORDS OF PLACER COUNTY
OS	OPEN SPACE
PM	BOOK OF PARCEL MAPS
PUE	PUBLIC UTILITY EASEMENT
RW	RIGHT-OF-WAY
(BNDY)	BOUNDARY DIMENSION
(CL)	CENTERLINE DIMENSION
(PL)	PROPERTY LINE DIMENSION

SECTION CORNER

SECTION QUARTER CORNER, FOUND MONUMENT AS NOTED

SECTION QUARTER CORNER, NOTHING FOUND OR SET

SET 1" DIA X 18" LONG IRON PIPE TAGGED "LS 9554"

SET ⅝" REBAR WITH CAP STAMPED "LS 9554"

SET MONUMENT WELL WITH 3" BRASS CAP STAMPED "LS 9554"

FOUND MONUMENT AS NOTED

DIMENSION POINT – NOTHING FOUND OR SET

① THE NORTH 42' OF SECTION 11 WAS GRANTED IN FEE TO THE COUNTY OF PLACER PER BOOK 1123, PAGE 612, ORPC (SUNSET BOULEVARD)

EXTERIOR BOUNDARY OF SUBJECT PROPERTY
PARCEL LINES
ROW/PUE LINES
SECTION LINES

NOTES:

1. THIS FINAL MAP OF "AMORUSO RANCH PHASE A1", DOES HEREBY SUPERSEDE AND REPLACE THAT CERTAIN FINAL MAP ENTITLED "AMORUSO RANCH PHASE 1A", FILED FOR RECORD ON APRIL 28, 2020, IN BOOK EE OF MAPS, AT PAGE 93, PLACER COUNTY RECORDS, AND ALL MONUMENTS SHOWN TO BE SET PER SAID FINAL MAP OF "AMORUSO RANCH PHASE 1A", SHALL BE SET AS SHOWN HEREON.
2. ALL CURVES DIMENSIONED WITH RADIUS, DELTA, ARC LENGTH, CHORD BEARING AND CHORD LENGTH. CHORD LENGTHS MAY CONTAIN SOME ROUNDING ERROR.
3. ALL DISTANCES SHOWN HEREON ARE EXPRESSED IN FEET AND DECIMALS THEREOF.
4. DUE TO ROUNDING, THE SUM OF THE INDIVIDUAL DIMENSIONS MAY NOT EQUAL THE OVERALL DIMENSION.
5. TOTAL AREA FOR THIS FINAL MAP OF "AMORUSO RANCH PHASE A1" IS 674.406± ACRES GROSS AND 121 TOTAL LOTS, CONSISTING OF 1 COMMERCIAL LOT, 1 PUBLIC FIRE STATION LOT, 22 LANDSCAPING LOTS, 16 PUBLIC OPEN SPACE LOTS, 8 PUBLIC PARK LOTS, 1 PUBLIC SCHOOL LOT, 1 COMMUNITY FACILITIES LOT, 1 PUBLIC RECYCLING LOT, 2 SEWER LIFT STATION LOTS, 1 WATER DISTRIBUTION FACILITIES LOT, 20 PUBLIC RIGHT-OF-WAY LOTS AND 47 PRIVATE FUTURE DEVELOPMENT LOTS.
6. PURSUANT TO SECTION 66434(g) OF THE GOVERNMENT CODE, THE FOLLOWING IS HEREBY ABANDONED:

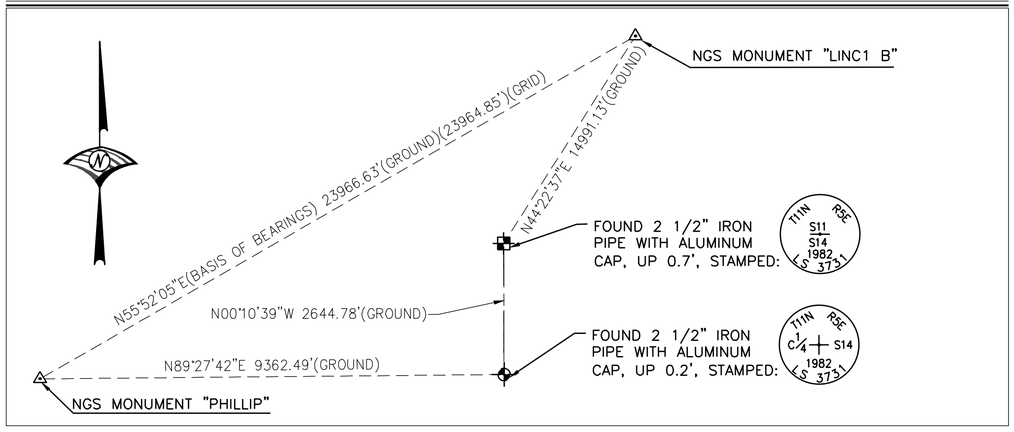
6.A. ALL OF THAT IOD/RW DEPICTED ON THAT FINAL MAP ENTITLED FINAL MAP OF "AMORUSO RANCH PHASE 1A" LARGE LOT SUBDIVISION FILED IN BOOK EE OF MAPS, AT PAGE 93, ORPC, LYING WITHIN THE BOUNDARY OF THIS MAP AND NOT SHOWN HEREON.

6.B. ALL OF THAT IOD/PUE DEPICTED ON THAT FINAL MAP ENTITLED FINAL MAP OF "AMORUSO RANCH PHASE 1A" LARGE LOT SUBDIVISION FILED IN BOOK EE OF MAPS, AT PAGE 93, ORPC, LYING WITHIN THE BOUNDARY OF THIS MAP AND NOT SHOWN HEREON.

BASIS OF BEARINGS STATEMENT

THE BASIS OF BEARINGS FOR THIS SURVEY IS CCS83(2010.00), AS MEASURED BETWEEN NGS STATIONS "PHILLIP" AND "LINC1 B". SAID BEARING IS TAKEN AS NORTH 55°52'05" EAST. DISTANCES SHOWN HEREON ARE GROUND VALUES, TO OBTAIN GRID DISTANCES, MULTIPLY GROUND DISTANCES BY A PROJECT SPECIFIC COMBINED SCALE FACTOR OF 0.9999252.

BASIS OF BEARINGS DETAIL : NOT TO SCALE



FINAL MAP OF

AMORUSO RANCH - PHASE A1

SUBDIVISION NO. PL21-0184

A MERGER AND RE-SUBDIVISION OF THAT CERTAIN FINAL MAP ENTITLED "AMORUSO RANCH PHASE 1A", SUBDIVISION NO. PL18-0345, BOOK EE OF MAPS, PAGE 93, O.R.P.C. LYING WITHIN SECTIONS 11 AND 14, T. 11 N., R. 5 E., MOUNT DIABLO MERIDIAN
CITY OF ROSEVILLE COUNTY OF PLACER STATE OF CALIFORNIA

WOOD RODGERS
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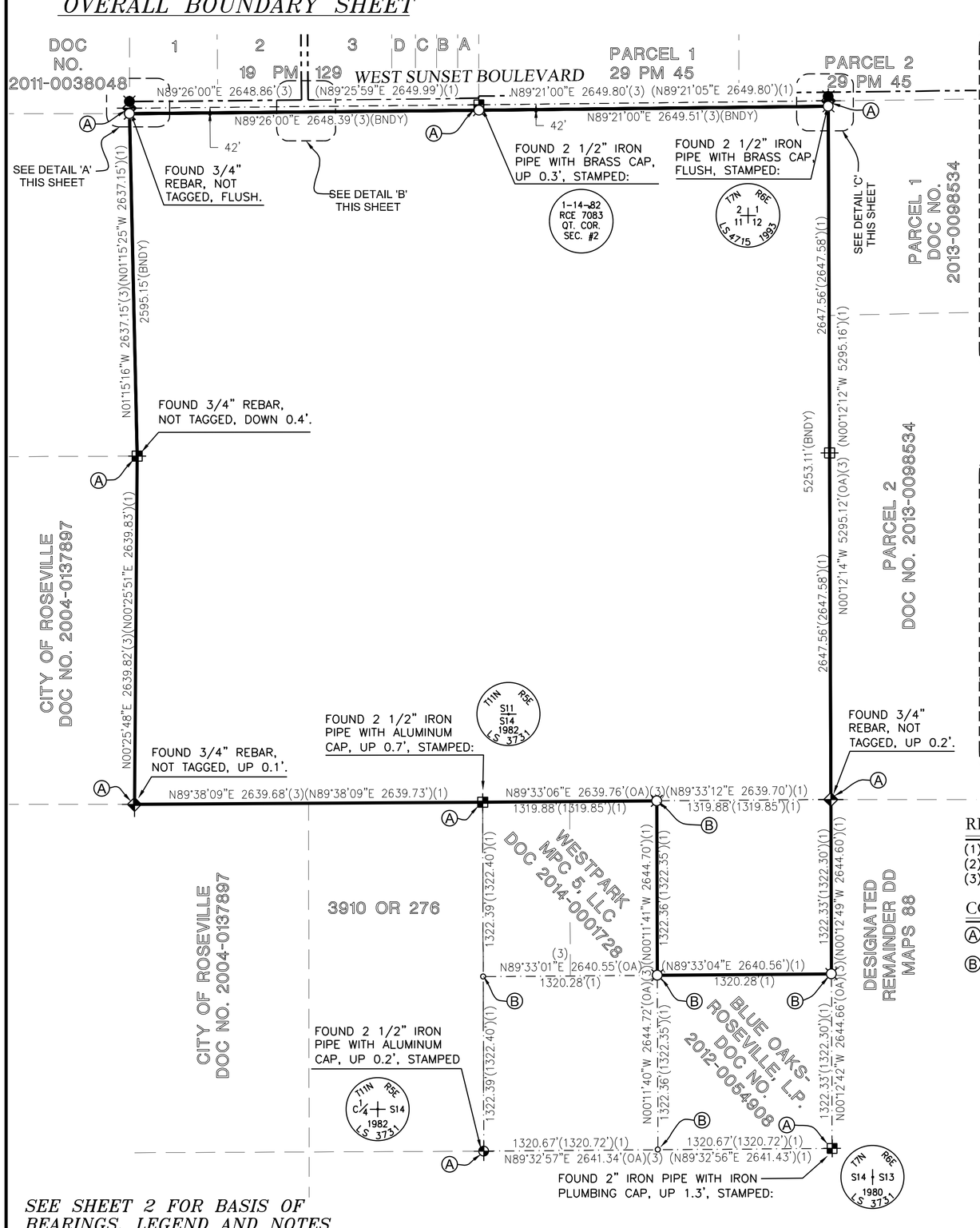
3301 C ST, BLDG. 100-B SACRAMENTO, CA 95816
TEL 916.341.7760 FAX 916.341.7767

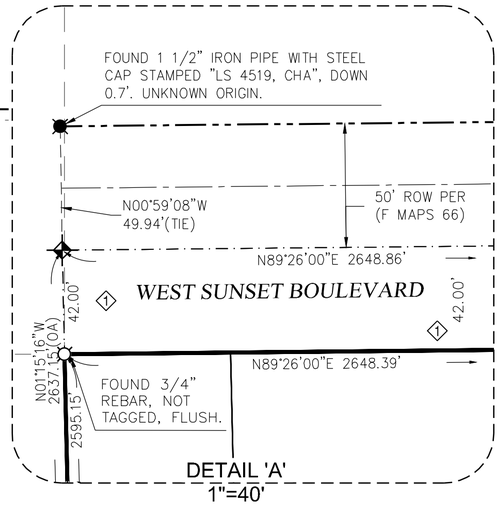
NOVEMBER 2022

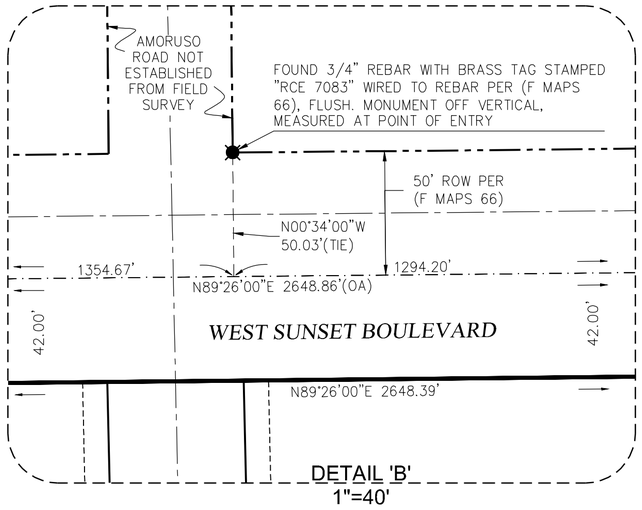
3651.010

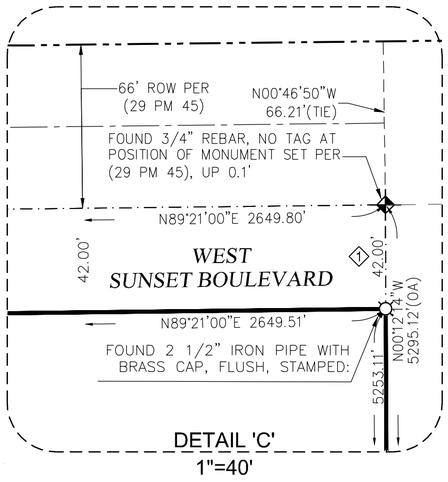
OVERALL BOUNDARY SHEET



SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND AND NOTES







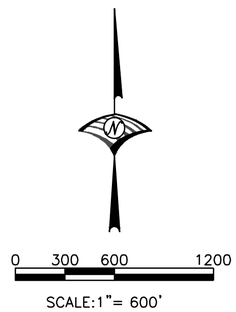
REFERENCES:

(1) DENOTES RECORD DATA PER 22 RS 4
(2) DENOTES RECORD DATA PER DOC-2016-0036474, ORPC
(3) DENOTES RECORD DATA PER EE BM 51

CORNER DESCRIPTIONS

Ⓐ FOUND MONUMENT AS NOTED, ACCEPTED AS POSITION OF SECTION CORNER/QUARTER CORNER AS SHOWN ON 22 RS 4

Ⓑ CORNER ESTABLISHED PER RULES OF SUBDIVISION OF SECTION



SCALE:1"= 600'

NOTARY'S ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
COUNTY OF _____) SS

ON _____ DAY OF _____, 2022 BEFORE ME, _____, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, 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:

_____

PRINTED NAME: _____

MY PRINCIPLE PLACE OF BUSINESS IS IN THE COUNTY OF:

_____

MY COMMISSION EXPIRES: _____

MY COMMISSION No.: _____

FINAL MAP OF

AMORUSO RANCH - PHASE A1

SUBDIVISION NO. PL21-0184

A MERGER AND RE-SUBDIVISION OF THAT CERTAIN FINAL MAP ENTITLED "AMORUSO RANCH PHASE 1A", SUBDIVISION NO. PL18-0345, BOOK EE OF MAPS, PAGE 93, O.R.P.C. LYING WITHIN SECTIONS 11 AND 14, T. 11 N., R. 5 E., MOUNT DIABLO MERIDIAN
CITY OF ROSEVILLE COUNTY OF PLACER STATE OF CALIFORNIA

NOVEMBER 2022

WOOD RODGERS
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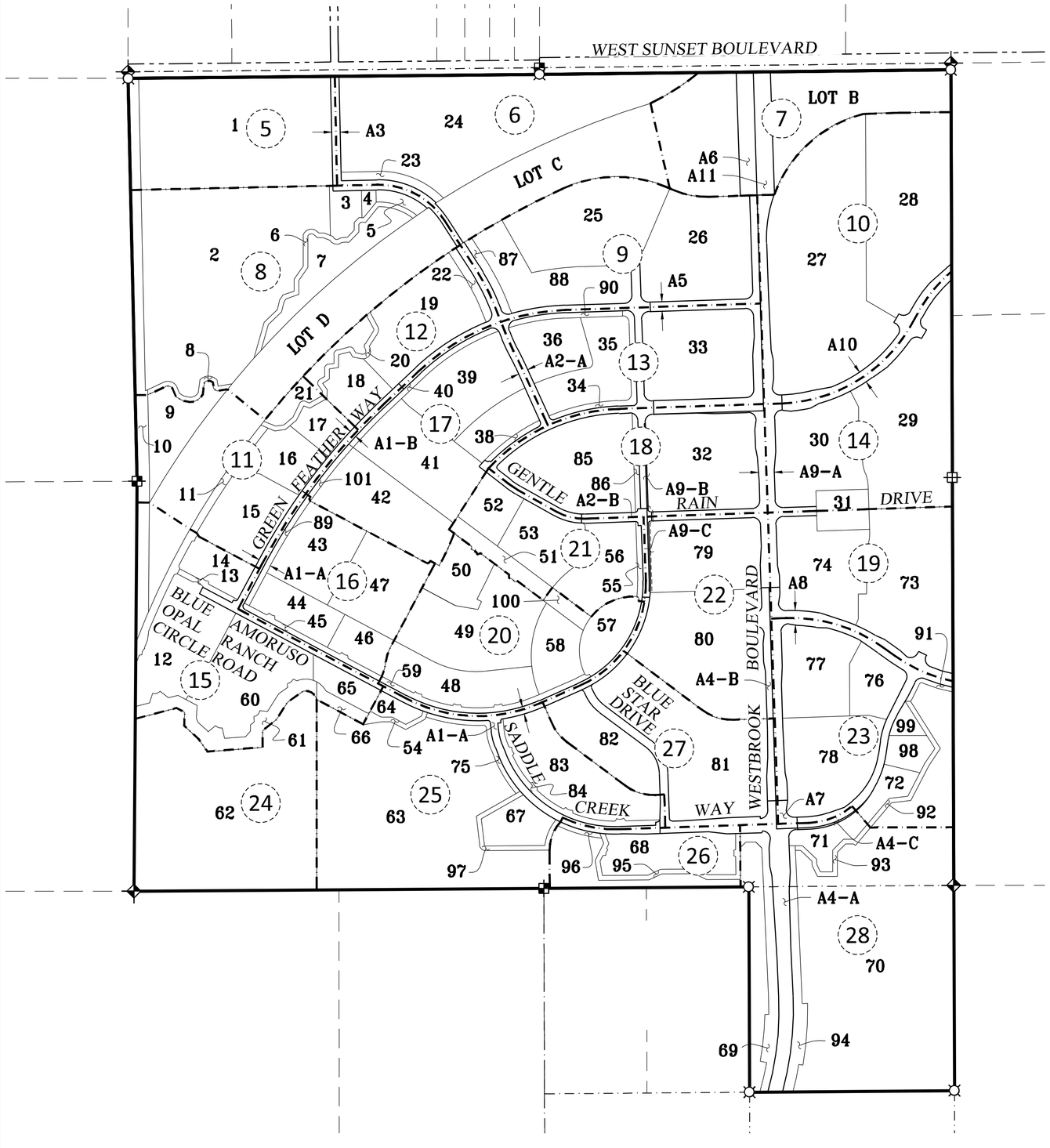
Sacramento, CA 95816 Fax 916.341.7767

3651.010

BOOK_____OF MAPS, PAGE_____

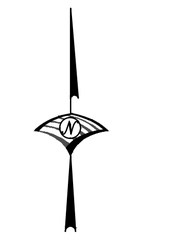
SHEET INDEX



FINAL MAP	TENTATIVE MAP SPECIFIC PLAN
1	AR-1
2	AR-3
3	AR-60
4	AR-56
5	AR-70
6	AR-100
7	AR-91
8	AR-99
9	AR-90
10	AR-98A
11	AR-98B
12	AR-4
13	AR-71
14	AR-5
15	AR-6
16	AR-7
17	AR-61
18	AR-46
19	AR-8
20	AR-101
21	AR-94
22	AR-102
23	AR-104
24	AR-2
25	AR-10
26	AR-62
27	AR-53
28	AR-38
29	AR-40
30	AR-39
31	AR-67
32	AR-28
33	AR-19
34	AR-77
35	AR-18
36	AR-17
37	AR-76
38	AR-23
39	AR-16
40	AR-73
41	AR-15
42	AR-14
43	AR-13
44	AR-12
45	AR-75
46	AR-21
47	AR-22
48	AR-25
49	AR-26
50	AR-30
51	AR-64B
52	AR-27
53	AR-31
54	AR-107

FINAL MAP	TENTATIVE MAP SPECIFIC PLAN
55	AR-79
56	AR-35
57	AR-66
58	AR-34
59	AR-81
60	AR-11
61	AR-93
62	AR-92
63	AR-105
64	AR-57
65	AR-63
66	AR-106
67	AR-24
68	AR-37
69	AR-95
70	AR-97
71	AR-113
72	AR-55
73	AR-43
74	AR-42
75	AR-108
76	AR-54
77	AR-44
78	AR-45
79	AR-36
80	AR-52
81	AR-51
82	AR-33
83	AR-32
84	AR-80
85	AR-50
86	AR-78
87	AR-103
88	AR-9
89	AR-72A
90	AR-74
91	AR-116
92	AR-115
93	AR-114
94	AR-96

FINAL MAP	TENTATIVE MAP SPECIFIC PLAN
95	AR-112
96	AR-111
97	AR-109
98	AR-58
99	AR-59
100	AR-64A
101	AR-72B
A1-A	LOT A1-A
A1-B	LOT A1-B
A2-A	LOT A2-A
A2-B	LOT A2-B
A3	LOT A3
A4-A	LOT A4-A
A4-B	LOT A4-B
A4-C	LOT A4-C
A5	LOT A5
A6	LOT A6
A7	LOT A7
A8	LOT A8
A9-A	LOT A9-A
A9-B	LOT A9-B
A9-C	LOT A9-C
A10	LOT A10
A11	LOT A11
LOT B	NAPOTS 3 & 6
LOT C	NAPOTS 2, 4 & 5
LOT D	NAPOTS 1



0 250 500 1000

SCALE:1"= 500'

SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND AND NOTES

FINAL MAP OF

AMORUSO RANCH - PHASE A1

SUBDIVISION NO. PL21-0184

A MERGER AND RE-SUBDIVISION OF THAT CERTAIN FINAL MAP ENTITLED "AMORUSO RANCH PHASE 1A", SUBDIVISION NO. PL18-0345, BOOK EE OF MAPS, PAGE 93, O.R.P.C. LYING WITHIN SECTIONS 11 AND 14, T. 11 N., R. 5 E., MOUNT DIABLO MERIDIAN CITY OF ROSEVILLE COUNTY OF PLACER STATE OF CALIFORNIA

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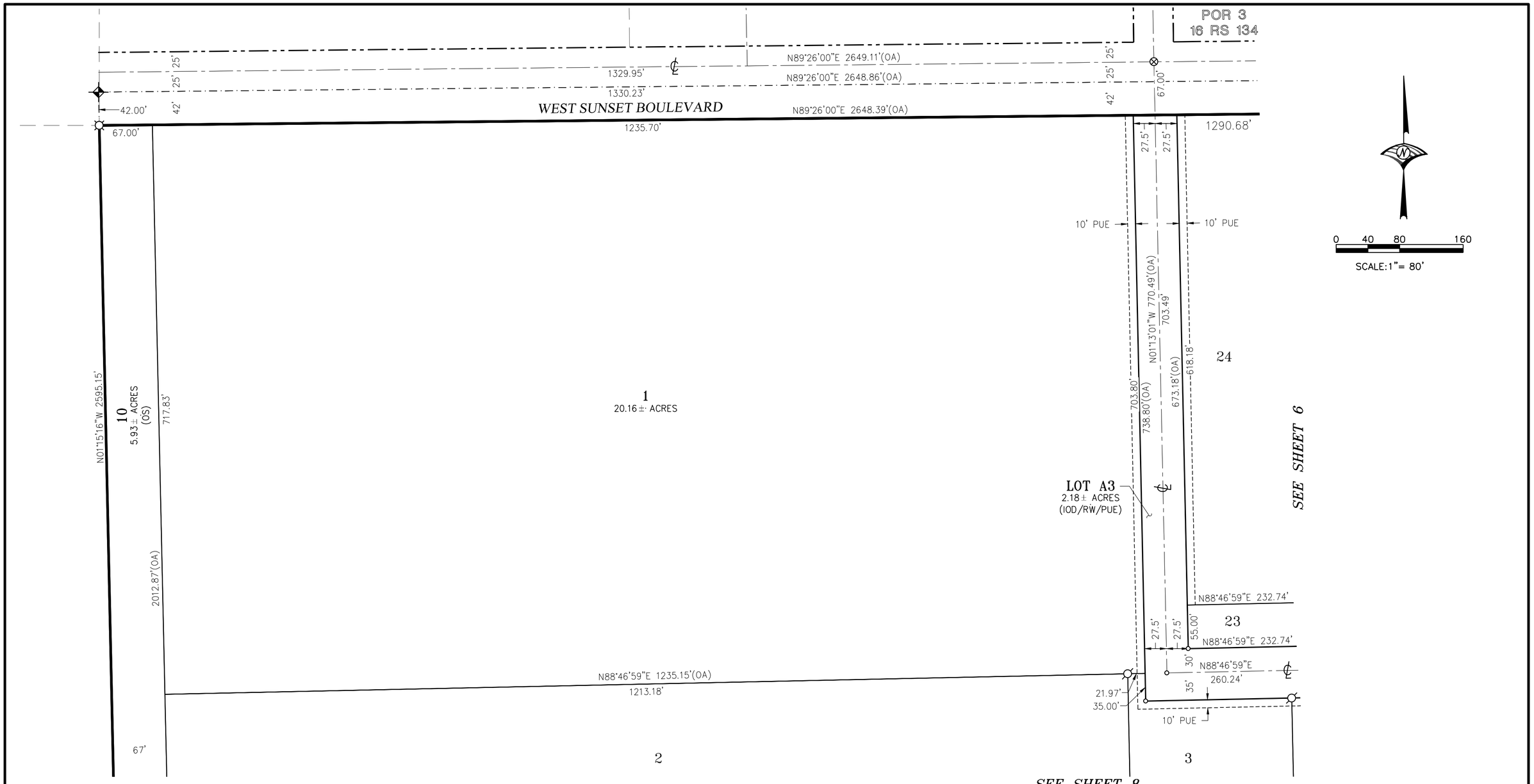
BOOK_____OF MAPS, PAGE_____



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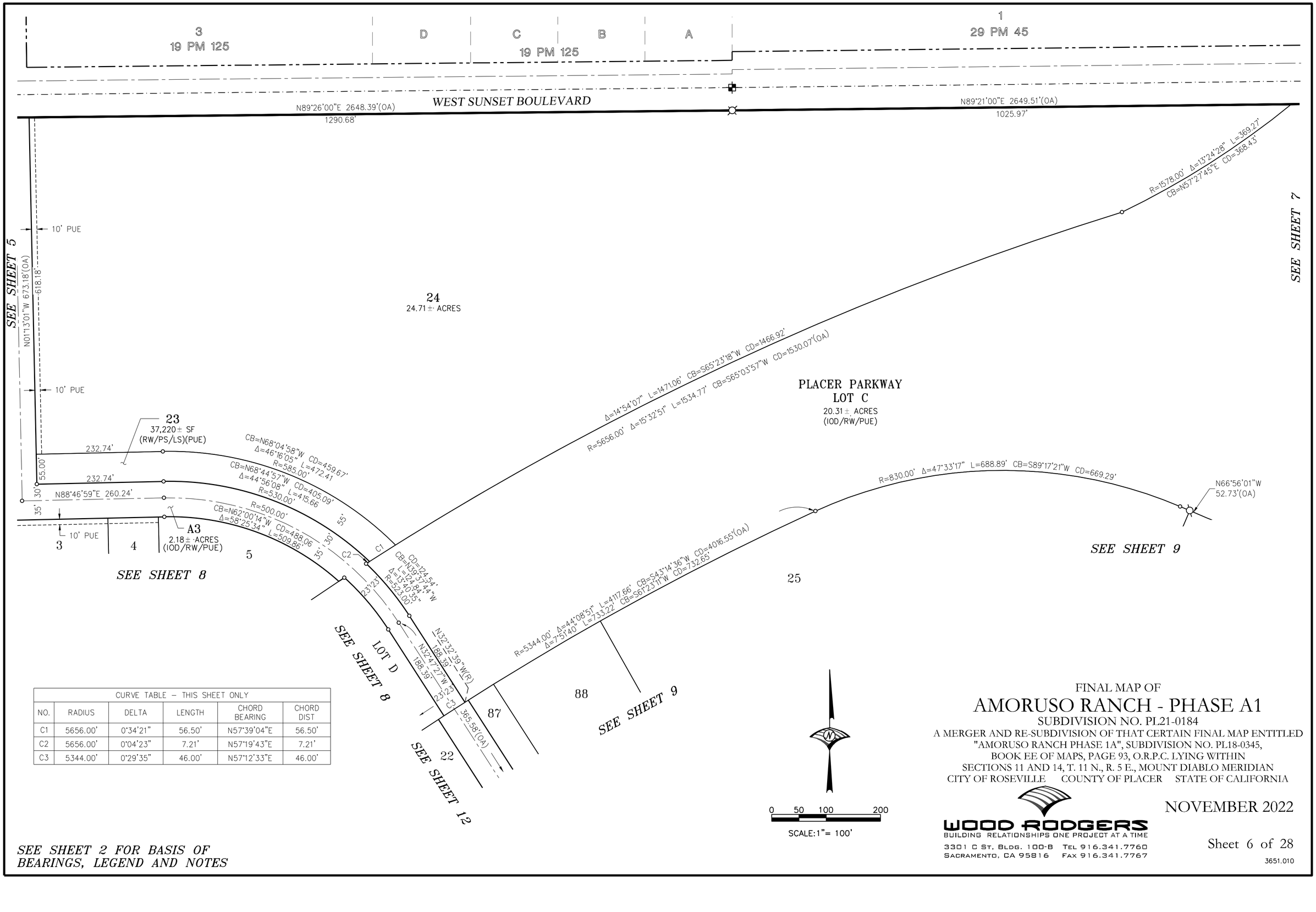

CURVE TABLE – THIS SHEET ONLY					
NO.	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD DIST
C1	5656.00'	0°34'21"	56.50'	N57°39'04"E	56.50'
C2	5656.00'	0°04'23"	7.21'	N57°19'43"E	7.21'
C3	5344.00'	0°29'35"	46.00'	N57°12'33"E	46.00'

SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND AND NOTES

FINAL MAP OF

AMORUSO RANCH - PHASE A1

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2
29 PM 45

3
29 PM 45

WEST SUNSET BOULEVARD

N89°21'00"E 2649.51'(OA)

42'
33'
33'

1025.97'
240.42'
110.03'
110'
75.02'
110.03'
110'
1163.07'
33'
33'
42'

R=5656.00'
Δ=15°28'28" L=1527.57'
CB=S65°06'08"W CD=1522.93'

R=1578.00'
Δ=13°24'28" L=369.27'
CB=N57°27'45"E CD=368.43'

24

PLACER PARKWAY
LOT C
20.31± ACRES
(IOD/RW/PUE)

PLACER PARKWAY
LOT B
9.68± ACRES
(IOD/RW/PUE)

R=5344.00'
Δ=2°30'12" L=233.48'
CB=S88°02'38"W CD=233.46'

N89°17'44"E 331.93'

273.10'

N00°12'14"W 5253.11'(OA)

PARCEL 1
DOC NO. 2013-0098534

976.26'

28

50' LE, PUE & BTE

SEE SHEET 10

SEE SHEET 6

LOT A6
1.99± ACRES
(IOD/RW/PUE)

LOT A11
2.02± ACRES
(IOD/RW/PUE)

N01°54'47"W 796.71'

N01°46'04"W 2183.68'(PL)(OA)
794.28'(PL)
794.28'(CL)

N01°54'47"W 5021.30'(CL)(OA)

N01°54'47"W 792.05'(OA)
791.86'

WESTBROOK BOULEVARD

WIDTH VARIES

LOT A6

LOT A11

DETAIL 'B'
SCALE: NTS

R=830.00' Δ=55°30'27" L=804.09' CB=S47°45'35"W CD=773.01'
Δ=55°30'27" L=804.09' CB=S47°45'35"W CD=773.01'(OA)

27

N66°56'01"W
52.73'(OA)

CB=S79°25'24"E CD=224.92'
Δ=24°58'47" L=226.71
R=520.00'

19.20'
33.53'

25

N88°05'13"E
201.69'
261.69'

110'(CL)
421.69'(OA)
107.99'(PL)

112.01'(PL)
110.00'(CL)

47.99'
48'(CL)

26

50' LE, PUE & BTE

SEE SHEET 9

SEE SHEET 9

SEE SHEET 10

LOT A11
LOT B
791.86'
N01°54'47"W 792.05'(OA)
N88°05'13"E
421.69'(OA)
0.20'
N69°59'38"W(R)
27

DETAIL 'A'
SCALE: 1" = 1'

0 50 100 200
SCALE:1"= 100'

FINAL MAP OF

AMORUSO RANCH - PHASE A1

SUBDIVISION NO. PL21-0184

A MERGER AND RE-SUBDIVISION OF THAT CERTAIN FINAL MAP ENTITLED
"AMORUSO RANCH PHASE 1A", SUBDIVISION NO. PL18-0345,
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SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND AND NOTES

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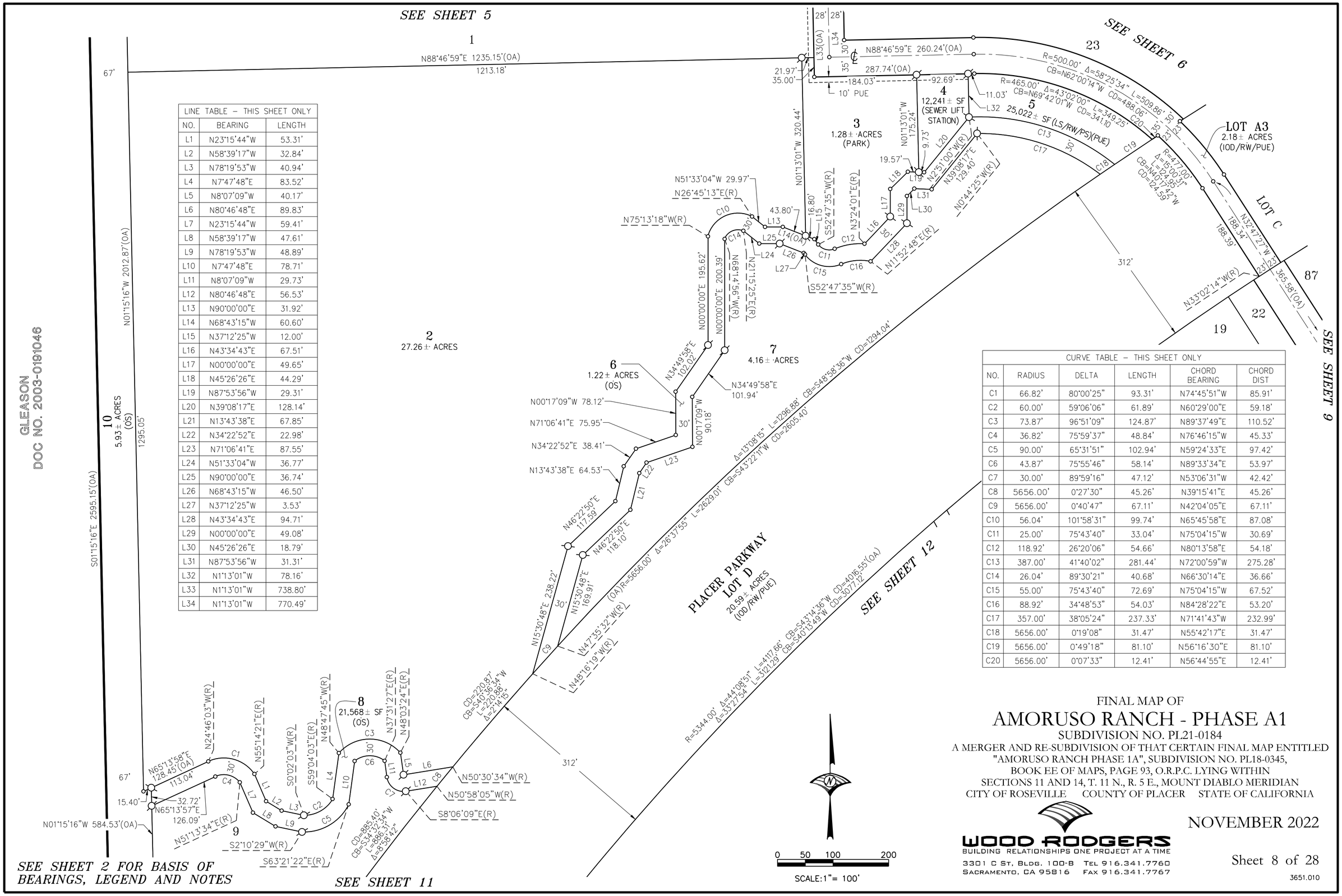

LINE TABLE – THIS SHEET ONLY		
NO.	BEARING	LENGTH
L1	N23°15'44"W	53.31'
L2	N58°39'17"W	32.84'
L3	N78°19'53"W	40.94'
L4	N7°47'48"E	83.52'
L5	N8°07'09"W	40.17'
L6	N80°46'48"E	89.83'
L7	N23°15'44"W	59.41'
L8	N58°39'17"W	47.61'
L9	N78°19'53"W	48.89'
L10	N7°47'48"E	78.71'
L11	N8°07'09"W	29.73'
L12	N80°46'48"E	56.53'
L13	N90°00'00"E	31.92'
L14	N68°43'15"W	60.60'
L15	N37°12'25"W	12.00'
L16	N43°34'43"E	67.51'
L17	N00°00'00"E	49.65'
L18	N45°26'26"E	44.29'
L19	N87°53'56"W	29.31'
L20	N39°08'17"E	128.14'
L21	N13°43'38"E	67.85'
L22	N34°22'52"E	22.98'
L23	N71°06'41"E	87.55'
L24	N51°33'04"W	36.77'
L25	N90°00'00"E	36.74'
L26	N68°43'15"W	46.50'
L27	N37°12'25"W	3.53'
L28	N43°34'43"E	94.71'
L29	N00°00'00"E	49.08'
L30	N45°26'26"E	18.79'
L31	N87°53'56"W	31.31'
L32	N1°13'01"W	78.16'
L33	N1°13'01"W	738.80'
L34	N1°13'01"W	770.49'

CURVE TABLE – THIS SHEET ONLY					
NO.	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD DIST
C1	66.82'	80°00'25"	93.31'	N74°45'51"W	85.91'
C2	60.00'	59°06'06"	61.89'	N60°29'00"E	59.18'
C3	73.87'	96°51'09"	124.87'	N89°37'49"E	110.52'
C4	36.82'	75°59'37"	48.84'	N76°46'15"W	45.33'
C5	90.00'	65°31'51"	102.94'	N59°24'33"E	97.42'
C6	43.87'	75°55'46"	58.14'	N89°33'34"E	53.97'
C7	30.00'	89°59'16"	47.12'	N53°06'31"W	42.42'
C8	5656.00'	0°27'30"	45.26'	N39°15'41"E	45.26'
C9	5656.00'	0°40'47"	67.11'	N42°04'05"E	67.11'
C10	56.04'	101°58'31"	99.74'	N65°45'58"E	87.08'
C11	25.00'	75°43'40"	33.04'	N75°04'15"W	30.69'
C12	118.92'	26°20'06"	54.66'	N80°13'58"E	54.18'
C13	387.00'	41°40'02"	281.44'	N72°00'59"W	275.28'
C14	26.04'	89°30'21"	40.68'	N66°30'14"E	36.66'
C15	55.00'	75°43'40"	72.69'	N75°04'15"W	67.52'
C16	88.92'	34°48'53"	54.03'	N84°28'22"E	53.20'
C17	357.00'	38°05'24"	237.33'	N71°41'43"W	232.99'
C18	5656.00'	0°19'08"	31.47'	N55°42'17"E	31.47'
C19	5656.00'	0°49'18"	81.10'	N56°16'30"E	81.10'
C20	5656.00'	0°07'33"	12.41'	N56°44'55"E	12.41'

FINAL MAP OF

AMORUSO RANCH - PHASE A1

SUBDIVISION NO. PL21-0184

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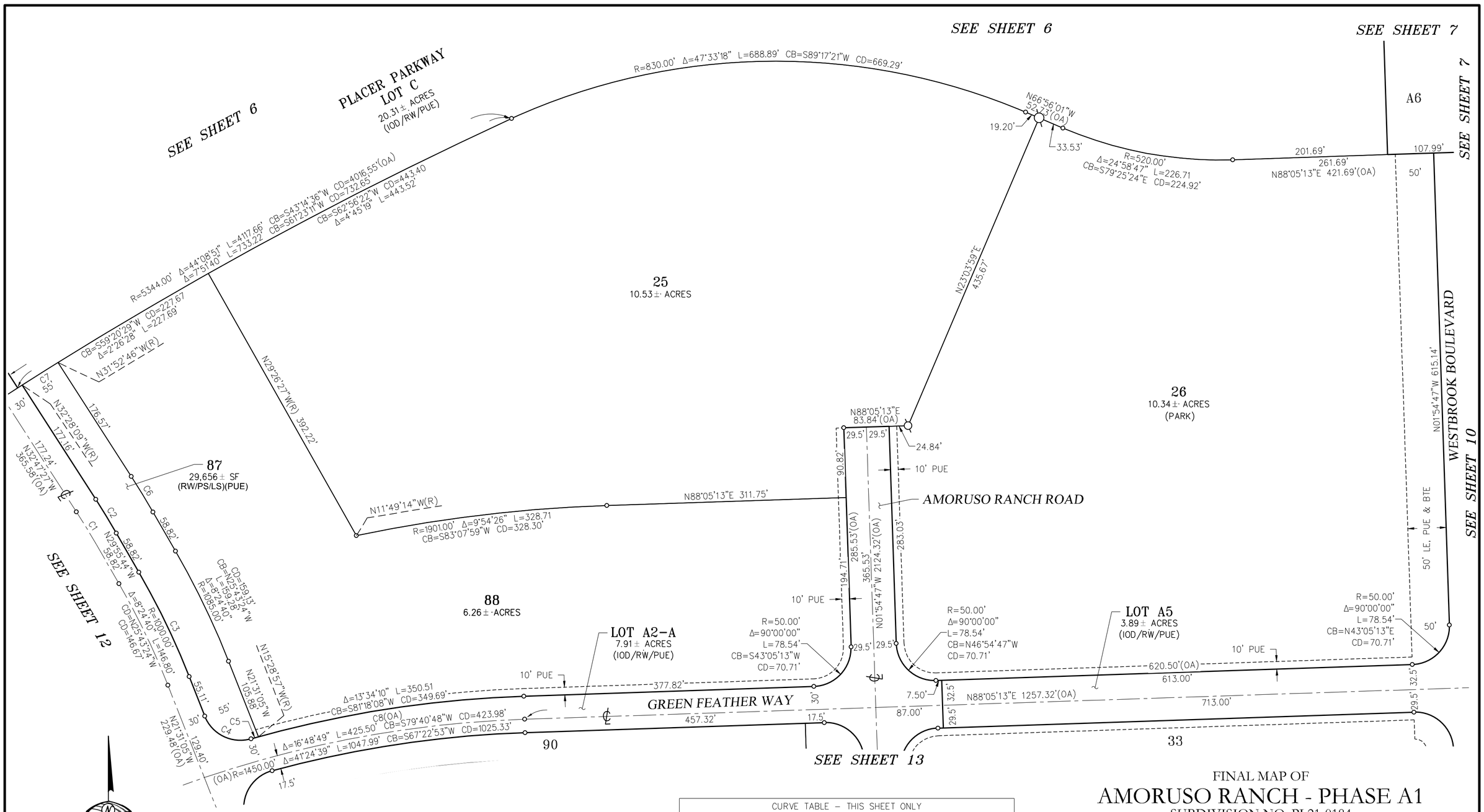
BOOK_____OF MAPS, PAGE_____



CURVE TABLE – THIS SHEET ONLY					
NO.	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD DIST
C1	1000.00'	2°51'42"	49.95'	N31°21'35"W	49.94'
C2	1030.00'	2°51'42"	51.45'	N31°21'35"W	51.44'
C3	1030.00'	8°24'40"	151.20'	N25°43'24"W	151.07'
C4	50.00'	84°21'03"	73.61'	N63°41'36"W	67.14'
C5	1480.00'	0°23'10"	9.97'	N74°19'28"E	9.97'
C6	1085.00'	2°51'42"	54.19'	N31°21'35"W	54.19'
C7	5344.00'	0°35'23"	55.00'	N57°49'33"E	55.00'
C8	1480.00'	13°57'20"	360.48'	N81°06'33"E	359.59'

0 40 80 160

SCALE:1"= 80'

SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND AND NOTES

FINAL MAP OF

AMORUSO RANCH - PHASE A1

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BOOK_____OF MAPS, PAGE_____

PARCEL 1 DOC NO. 2013-0098534

CURVE TABLE – THIS SHEET ONLY					
NO.	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD DIST
C1	1000.00'	3°23'38"	59.23'	N28°33'20"E	59.22'
C2	946.00'	0°28'52"	7.94'	N88°11'21"E	7.94'
C3	1000.00'	0°08'17"	2.41'	N88°01'04"E	2.41'
C4	5344.00'	0°09'37"	14.95'	N86°52'21"E	14.95'
C5	946.00'	12°31'41"	206.85'	N81°41'05"E	206.44'

LINE TABLE – THIS SHEET ONLY		
NO.	BEARING	LENGTH
L1	N2°03'04"W	98.00'

N00°12'14"W 5253.11'(OA)
976.26'
N89°17'44"E 331.93'
R=5344.00' Δ=2°30'12" L=233.48' CB=S88°02'38"W CD=233.46'
Δ=2°20'35" L=218.53' CB=S88°07'26"W CD=218.51'
N3°02'51"W(R)
C4
N3°02'28"W(R)(R=5344.00')
N14°29'12"W(R)(R=83.00')
N00°12'14"W 1203.22'
50' LE, PUE & BTE
R=830.00' Δ=77°25'36" L=1121.62' CB=S36°48'00"W CD=1038.20'(OA)
R=830.00' Δ=55°30'27" L=804.09' CB=S47°45'55"W CD=773.01'
PLACER PARKWAY
LOT B
9.68± ACRES
(IOD/RW/PUE)
N01°54'47"W 792.05'(OA)
791.86'
SEE SHEET 7
A11
794.28'(CL)
A6
N88°05'13"E 421.69'(OA) 110.00'(CL) 112.01'(PL)
47.99' 48'(CL)
SEE DETAIL 'A' SHEET 7
CB=S09°02'47"W CD=315.59' Δ=21°55'09" L=317.53
LOT A9-A
6.46± ACRES
(IOD/RW/PUE)
LOT A5
3.89± ACRES
(IOD/RW/PUE)
50' LE, PUE & BTE
N01°54'47"W 331.66'
N01°54'47"W 5021.30'(CL)(OA)
697.64'(CL)
697.64'(PL)
N01°46'04"W 2183.68'(PL)(OA)
N01°54'47"W 615.14'
SEE SHEET 9
50'
WESTBROOK BOULEVARD
56'
648.08'(CL)
648.08'(PL)
132.08'
GREEN FEATHER WAY
N88°05'13"E 1257.32'(OA)
SEE SHEET 13
N02°52'05"W 360.05'
N07°32'57"E 60.83'
N01°54'47"W 120.00'
S88°05'13"W(R)
L1 (R)
C3
C2
CB=S46°44'30"E CD=70.50'
Δ=89°39'25" L=78.24'
R=50.00'
20'X20' BUS SHELTER EASEMENT
N11°22'32"W 60.83'
R=946.00'
Δ=13°00'33" L=214.79'
CB=N81°55'31"E CD=214.33'
C5
S21°43'52"E(R)
50' LE, PUE & BTE
N79°29'16"E 120.07'
S14°34'45"E(R)
38'
54'
30
1018.50'(OA)
20'X20' BUS SHELTER EASEMENT
SEE SHEET 14
35' LE, PUE & BTE
R=1000.00' Δ=22°08'53" L=386.56'
CB=S37°35'58"W CD=384.15'
N39°12'26"W(R)
R=1038.00' Δ=3°42'37" L=67.22'
CB=S48°56'16"W CD=67.20'
N42°55'02"W(R)
N49°30'07"E 120.99'
N49°32'41"W(R)
R=1048.00' Δ=12°03'00" L=220.41'
CB=S34°25'49"W CD=220.00'
R=50.00' Δ=91°50'50" L=80.15'
CB=N74°19'44"E CD=71.84'
N59°44'51"W(R) 5.00'
N30°15'09"E 66.00'(OA)
224.24'
N59°44'51"W
R=962.00' Δ=32°47'41" L=550.63' CB=N51°52'18"E CD=543.14'
R=50.00' Δ=95°13'18" L=83.10' CB=N12°08'12"W CD=73.86'
N59°44'51"W 14.15'
R=1000.00' Δ=57°50'03" L=1009.40' CB=N59°10'17"E CD=967.09'
Δ=6°13'41" L=108.63' CB=N57°26'22"E CD=108.58'
105.94' 430.03'
99.86' (OA)
C1
27
23.71± ACRES
(COMMERCIAL)
28
15.07± ACRES
29
LOT A10
3.10± ACRES
(IOD/RW/PUE)
WIDTH VARIES
LOT LINE
DETAIL 'A'
SCALE: NTS
0 50 100 200
SCALE:1"= 100'

SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND AND NOTES

FINAL MAP OF

AMORUSO RANCH - PHASE A1

SUBDIVISION NO. PL21-0184

A MERGER AND RE-SUBDIVISION OF THAT CERTAIN FINAL MAP ENTITLED "AMORUSO RANCH PHASE 1A", SUBDIVISION NO. PL18-0345, BOOK EE OF MAPS, PAGE 93, O.R.P.C. LYING WITHIN SECTIONS 11 AND 14, T. 11 N., R. 5 E., MOUNT DIABLO MERIDIAN

CITY OF ROSEVILLE COUNTY OF PLACER STATE OF CALIFORNIA

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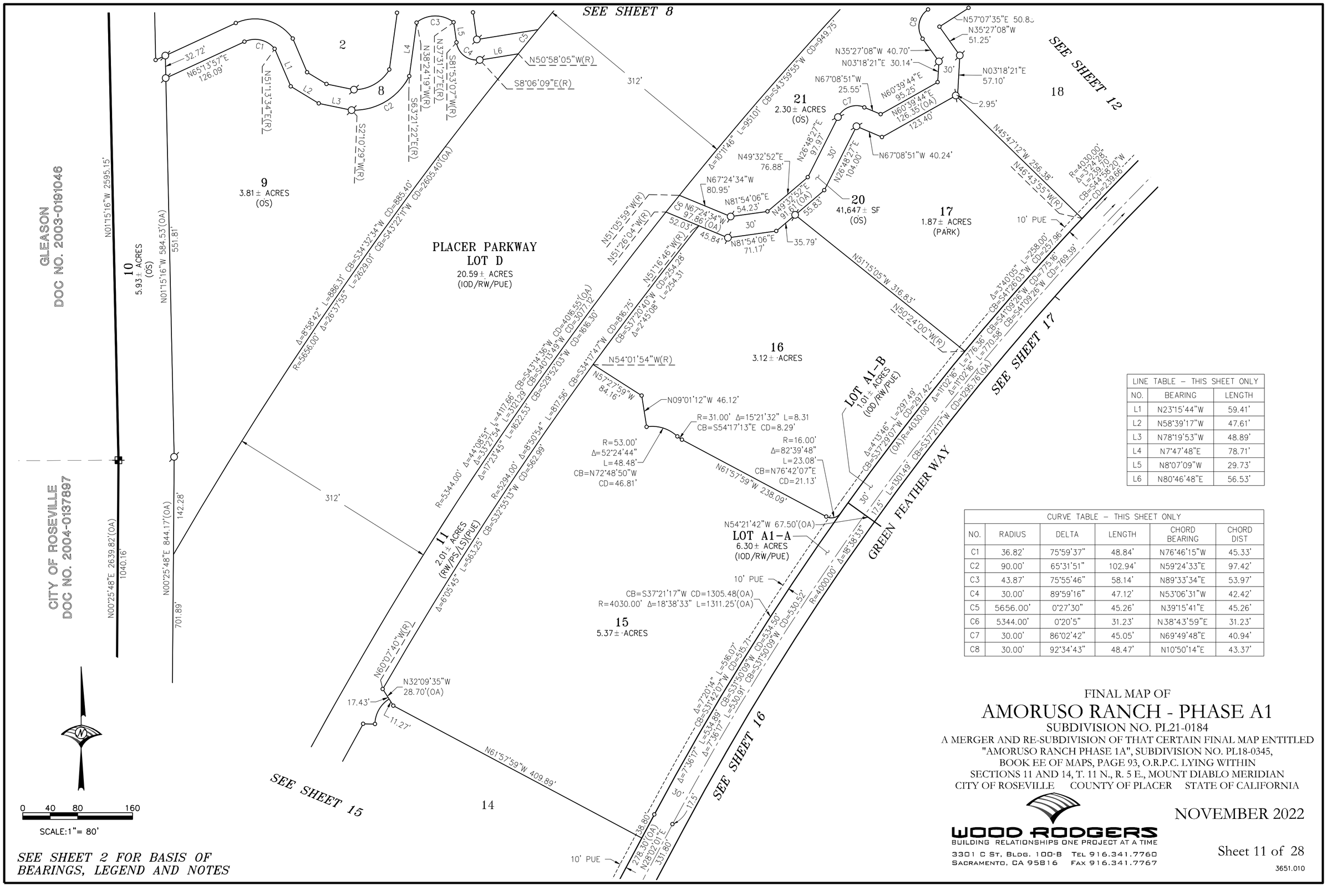

LINE TABLE – THIS SHEET ONLY		
NO.	BEARING	LENGTH
L1	N23°15'44"W	59.41'
L2	N58°39'17"W	47.61'
L3	N78°19'53"W	48.89'
L4	N7°47'48"E	78.71'
L5	N8°07'09"W	29.73'
L6	N80°46'48"E	56.53'

CURVE TABLE – THIS SHEET ONLY					
NO.	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD DIST
C1	36.82'	75°59'37"	48.84'	N76°46'15"W	45.33'
C2	90.00'	65°31'51"	102.94'	N59°24'33"E	97.42'
C3	43.87'	75°55'46"	58.14'	N89°33'34"E	53.97'
C4	30.00'	89°59'16"	47.12'	N53°06'31"W	42.42'
C5	5656.00'	0°27'30"	45.26'	N39°15'41"E	45.26'
C6	5344.00'	0°20'5"	31.23'	N38°43'59"E	31.23'
C7	30.00'	86°02'42"	45.05'	N69°49'48"E	40.94'
C8	30.00'	92°34'43"	48.47'	N10°50'14"E	43.37'

FINAL MAP OF

AMORUSO RANCH - PHASE A1

SUBDIVISION NO. PL21-0184

A MERGER AND RE-SUBDIVISION OF THAT CERTAIN FINAL MAP ENTITLED "AMORUSO RANCH PHASE 1A", SUBDIVISION NO. PL18-0345, BOOK EE OF MAPS, PAGE 93, O.R.P.C. LYING WITHIN SECTIONS 11 AND 14, T. 11 N., R. 5 E., MOUNT DIABLO MERIDIAN

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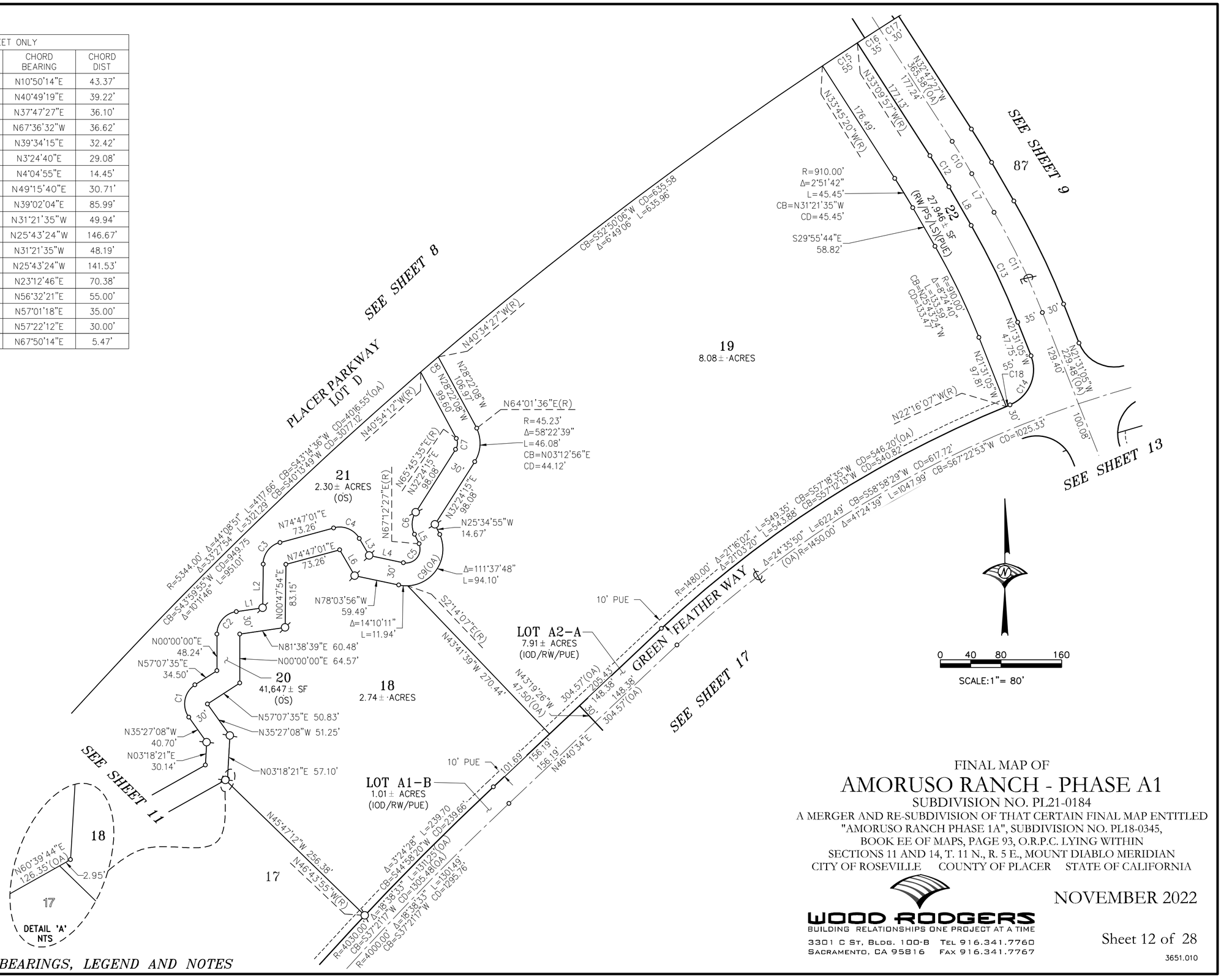
SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND AND NOTES

CURVE TABLE – THIS SHEET ONLY					
NO.	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD DIST
C1	30.00'	92°34'43"	48.47'	N10°50'14"E	43.37'
C2	30.00'	81°38'39"	42.75'	N40°49'19"E	39.22'
C3	30.00'	73°59'07"	38.74'	N37°47'27"E	36.10'
C4	30.00'	75°12'55"	39.38'	N67°36'32"W	36.62'
C5	18.30'	124°43'37"	39.84'	N39°34'15"E	32.42'
C6	30.00'	57°59'10"	30.36'	N3°24'40"E	29.08'
C7	15.23'	56°38'40"	15.06'	N4°04'55"E	14.45'
C8	5344.00'	0°19'45"	30.71'	N49°15'40"E	30.71'
C9	48.30'	125°47'59"	106.05'	N39°02'04"E	85.99'
C10	1000.00'	2°51'42"	49.95'	N31°21'35"W	49.94'
C11	1000.00'	8°24'40"	146.80'	N25°43'24"W	146.67'
C12	965.00'	2°51'42"	48.20'	N31°21'35"W	48.19'
C13	965.00'	8°24'40"	141.66'	N25°43'24"W	141.53'
C14	50.00'	89°27'40"	78.07'	N23°12'46"E	70.38'
C15	5344.00'	0°35'23"	55.00'	N56°32'21"E	55.00'
C16	5344.00'	0°22'31"	35.00'	N57°01'18"E	35.00'
C17	5344.00'	0°19'18"	30.00'	N57°22'12"E	30.00'
C18	1480.00'	0°12'42"	5.47'	N67°50'14"E	5.47'

LINE TABLE – THIS SHEET ONLY		
NO.	BEARING	LENGTH
L1	N81°38'39"E	34.93'
L2	N0°47'54"E	57.60'
L3	N30°00'04"W	26.03'
L4	N78°03'56"W	46.11'
L5	N25°34'55"W	14.11'
L6	N30°00'04"W	39.41'
L7	N29°55'44"W	58.82'
L8	N29°55'44"W	58.82'



SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND AND NOTES

FINAL MAP OF

AMORUSO RANCH - PHASE A1

SUBDIVISION NO. PL21-0184

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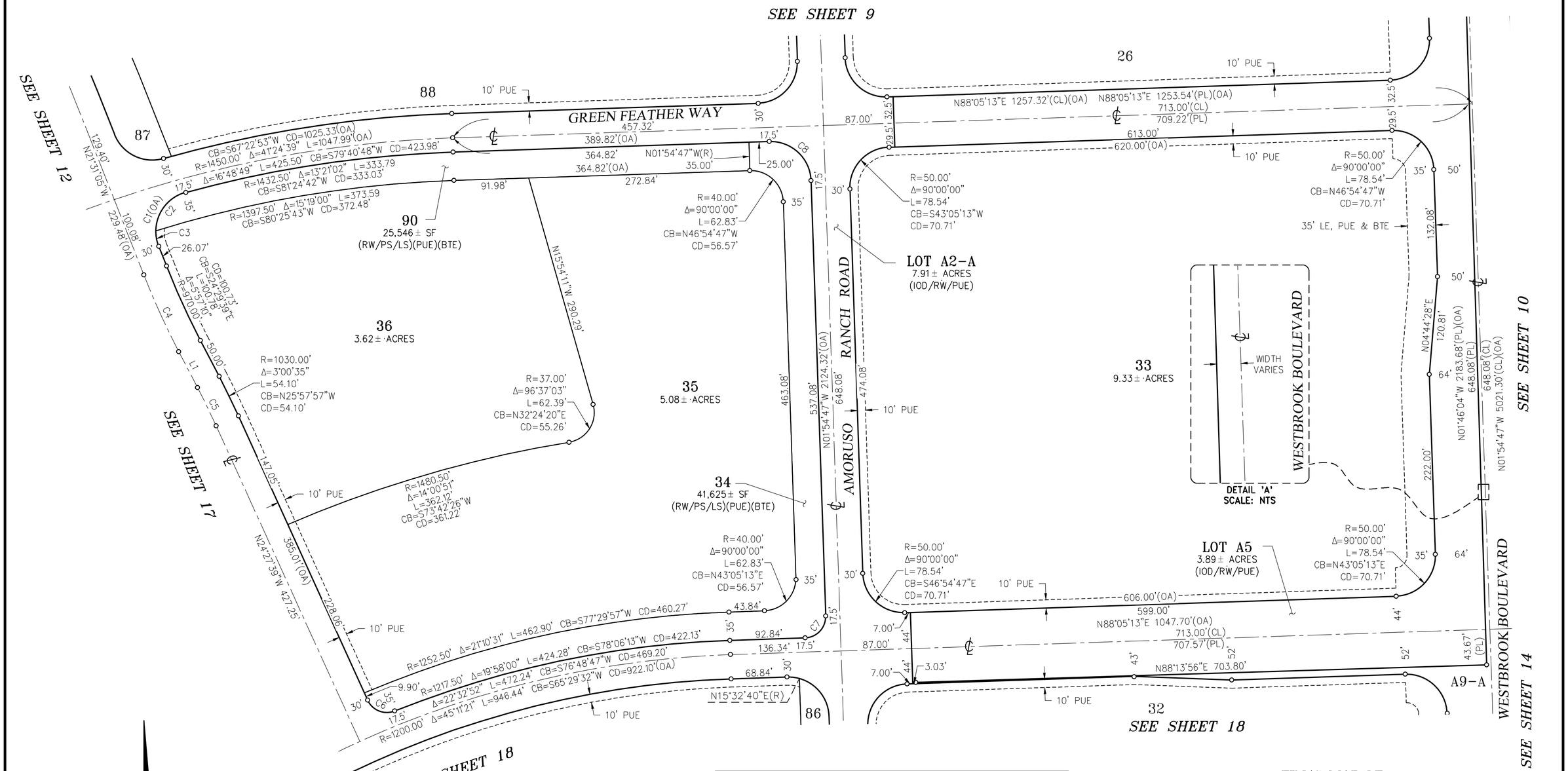

LINE TABLE – THIS SHEET ONLY		
NO.	BEARING	LENGTH
L1	N27°28'14"W	50.00'

CURVE TABLE – THIS SHEET ONLY					
NO.	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD DIST
C1	50.00'	96°15'15"	84.00'	N26°36'33"E	74.46'
C2	50.00'	73°31'41"	64.17'	N37°58'20"E	59.85'
C3	50.00'	22°43'34"	19.83'	N10°09'17"W	19.70'
C4	1000.00'	5°57'10"	103.89'	N24°29'39"W	103.85'
C5	1000.00'	3°00'35"	52.53'	N25°57'57"W	52.52'
C6	26.00'	87°25'08"	39.67'	N68°10'13"W	35.93'
C7	26.00'	90°00'00"	40.84'	N43°05'13"E	36.77'
C8	50.00'	90°00'00"	78.54'	N46°54'47"W	70.71'

0 40 80 160

SCALE:1"= 80'

SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND AND NOTES

FINAL MAP OF

AMORUSO RANCH - PHASE A1

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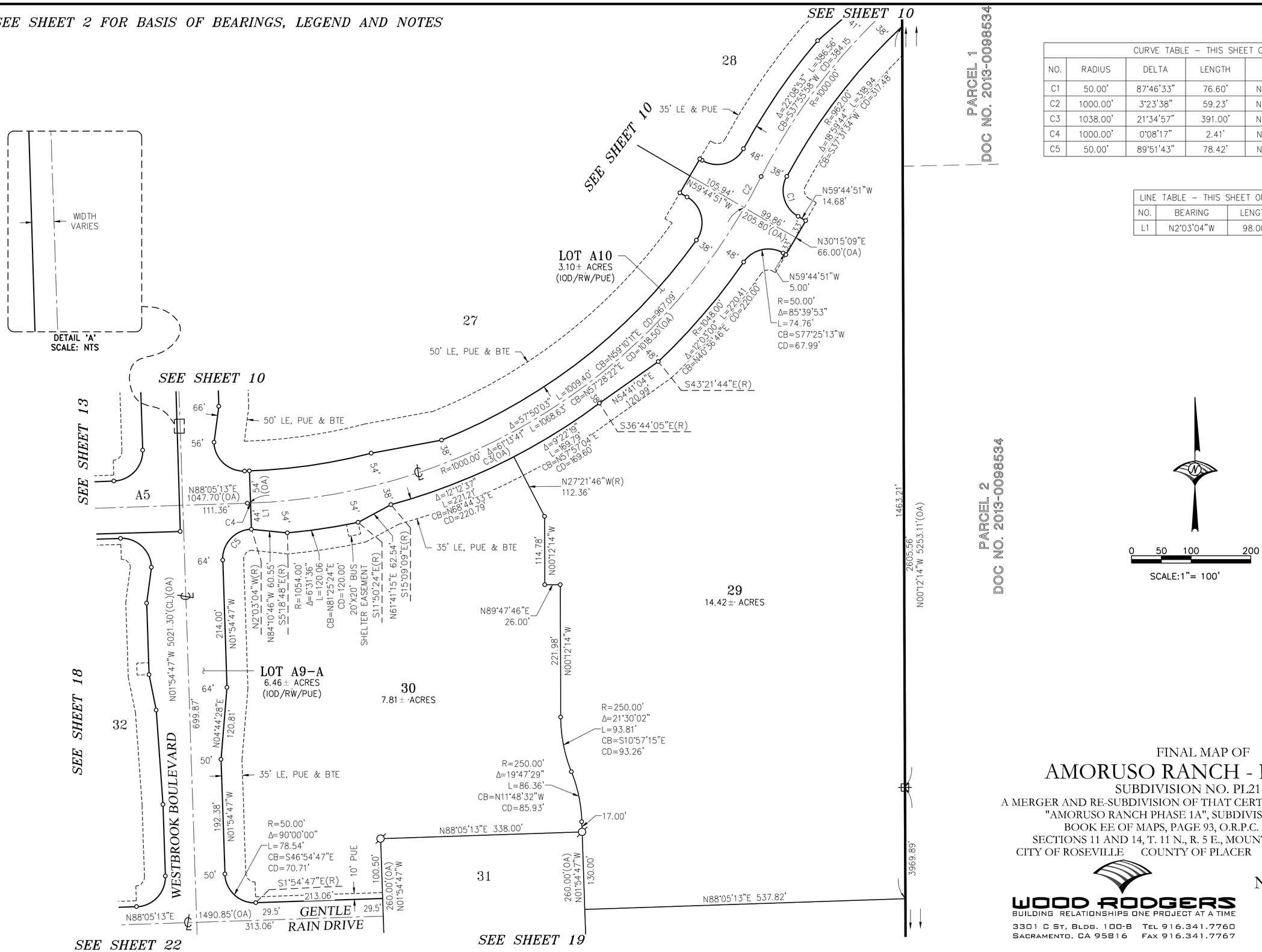
SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND AND NOTES

CURVE TABLE – THIS SHEET ONLY					
NO.	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD DIST
C1	50.00'	87°46'33"	76.60'	N15°51'34"W	69.32'
C2	1000.00'	3°23'38"	59.23'	N28°33'20"E	59.22'
C3	1038.00'	21°34'57"	391.00'	N64°03'23"E	388.69'
C4	1000.00'	0°08'17"	2.41'	N88°01'04"E	2.41'
C5	50.00'	89°51'43"	78.42'	N43°01'04"E	70.63'

LINE TABLE – THIS SHEET ONLY		
NO.	BEARING	LENGTH
L1	N2°03'04"W	98.00'



FINAL MAP OF

AMORUSO RANCH - PHASE A1

SUBDIVISION NO. PL21-0184

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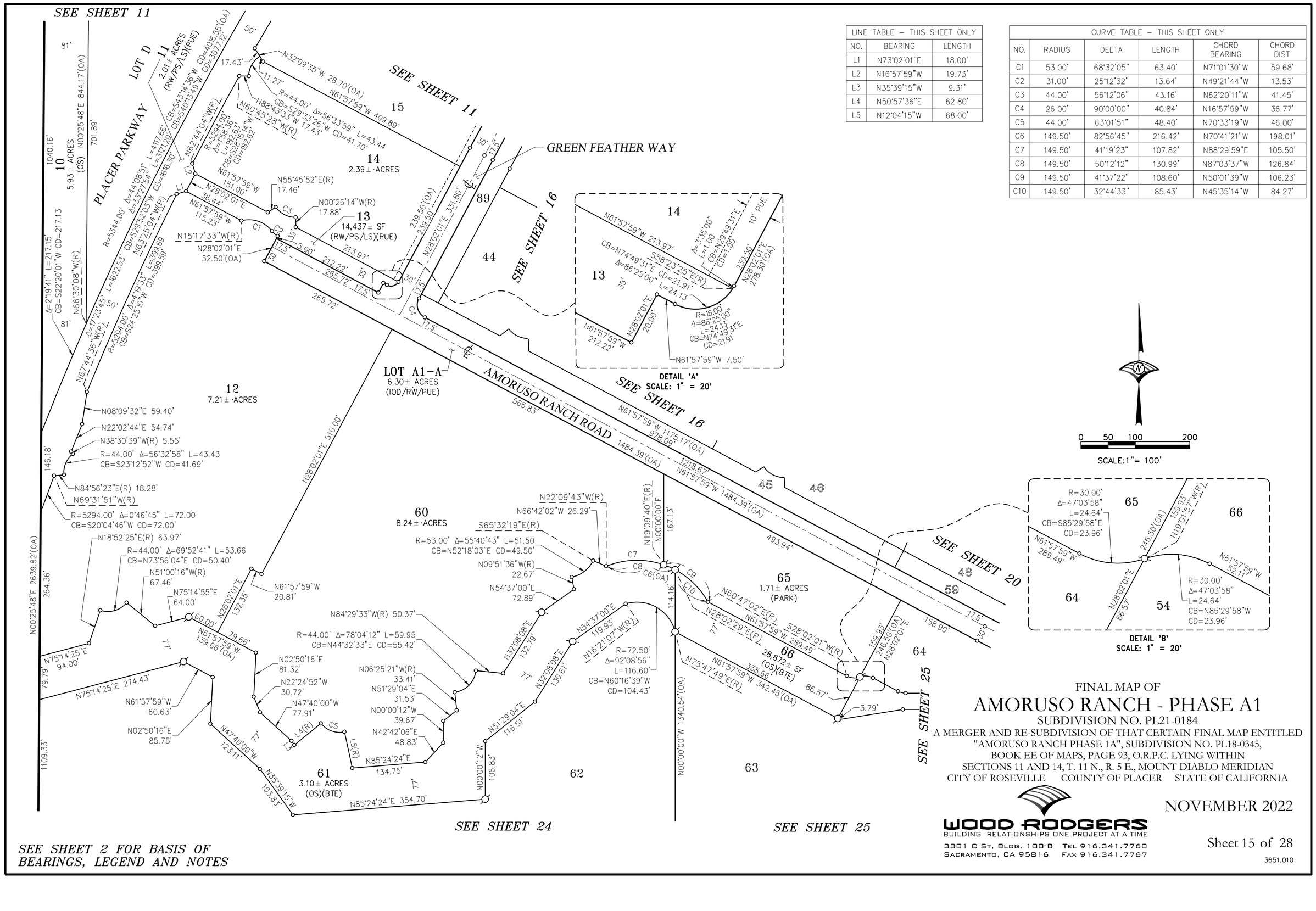
LINE TABLE – THIS SHEET ONLY		
NO.	BEARING	LENGTH
L1	N73°02'01"E	18.00'
L2	N16°57'59"W	19.73'
L3	N35°39'15"W	9.31'
L4	N50°57'36"E	62.80'
L5	N12°04'15"W	68.00'

CURVE TABLE – THIS SHEET ONLY					
NO.	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD DIST
C1	53.00'	68°32'05"	63.40'	N71°01'30"W	59.68'
C2	31.00'	25°12'32"	13.64'	N49°21'44"W	13.53'
C3	44.00'	56°12'06"	43.16'	N62°20'11"W	41.45'
C4	26.00'	90°00'00"	40.84'	N16°57'59"W	36.77'
C5	44.00'	63°01'51"	48.40'	N70°33'19"W	46.00'
C6	149.50'	82°56'45"	216.42'	N70°41'21"W	198.01'
C7	149.50'	41°19'23"	107.82'	N88°29'59"E	105.50'
C8	149.50'	50°12'12"	130.99'	N87°03'37"W	126.84'
C9	149.50'	41°37'22"	108.60'	N50°01'39"W	106.23'
C10	149.50'	32°44'33"	85.43'	N45°35'14"W	84.27'



FINAL MAP OF

AMORUSO RANCH - PHASE A1

SUBDIVISION NO. PL21-0184

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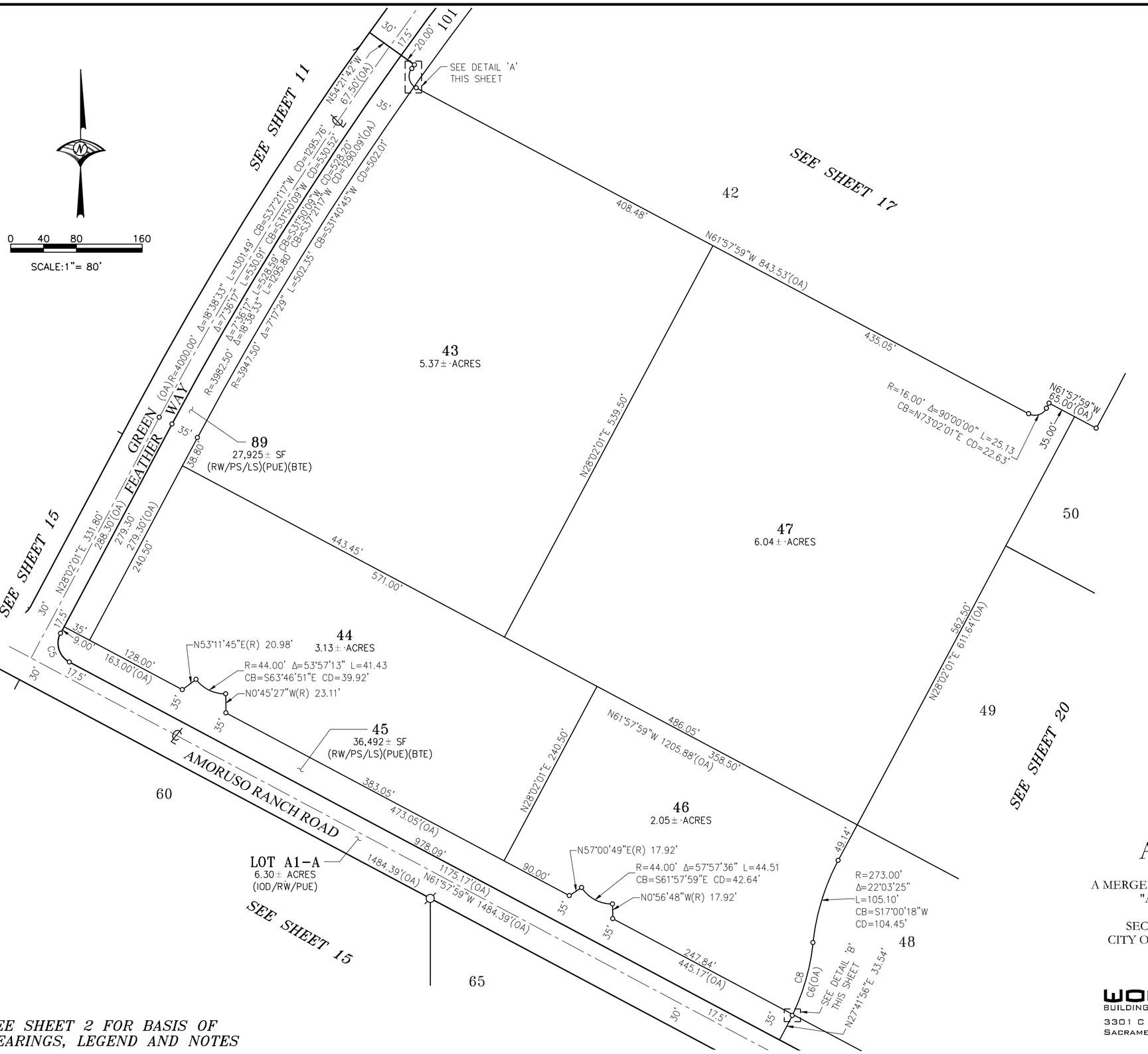
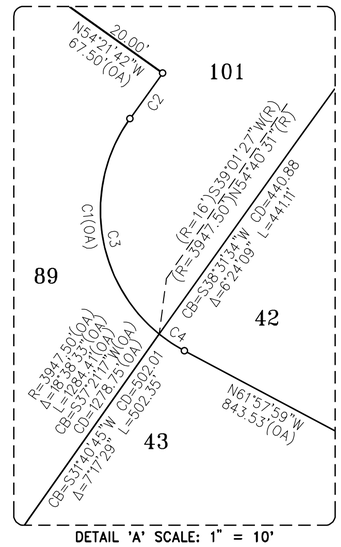
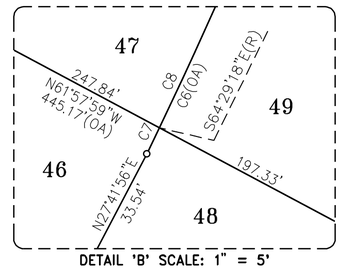
CURVE TABLE – THIS SHEET ONLY					
NO.	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD DIST
C1	16.00'	97°31'23"	27.23'	N13°12'18"W	24.06'
C2	3962.50'	0°04'54"	5.64'	N35°35'51"E	5.64'
C3	16.00'	86°31'57"	24.16'	N7°42'35"W	21.93'
C4	16.00'	10°59'26"	3.07'	N56°28'16"W	3.06'
C5	26.00'	90°00'00"	40.84'	N16°57'59"W	36.77'
C6	268.00'	19°50'48"	92.83'	N15°53'59"E	92.37'
C7	268.00'	0°18'44"	1.46'	N25°40'01"E	1.46'
C8	268.00'	19°32'03"	91.37'	N15°44'37"E	90.93'





DETAIL 'A' SCALE: 1" = 10'



DETAIL 'B' SCALE: 1" = 5'

FINAL MAP OF

AMORUSO RANCH - PHASE A1

SUBDIVISION NO. PL21-0184

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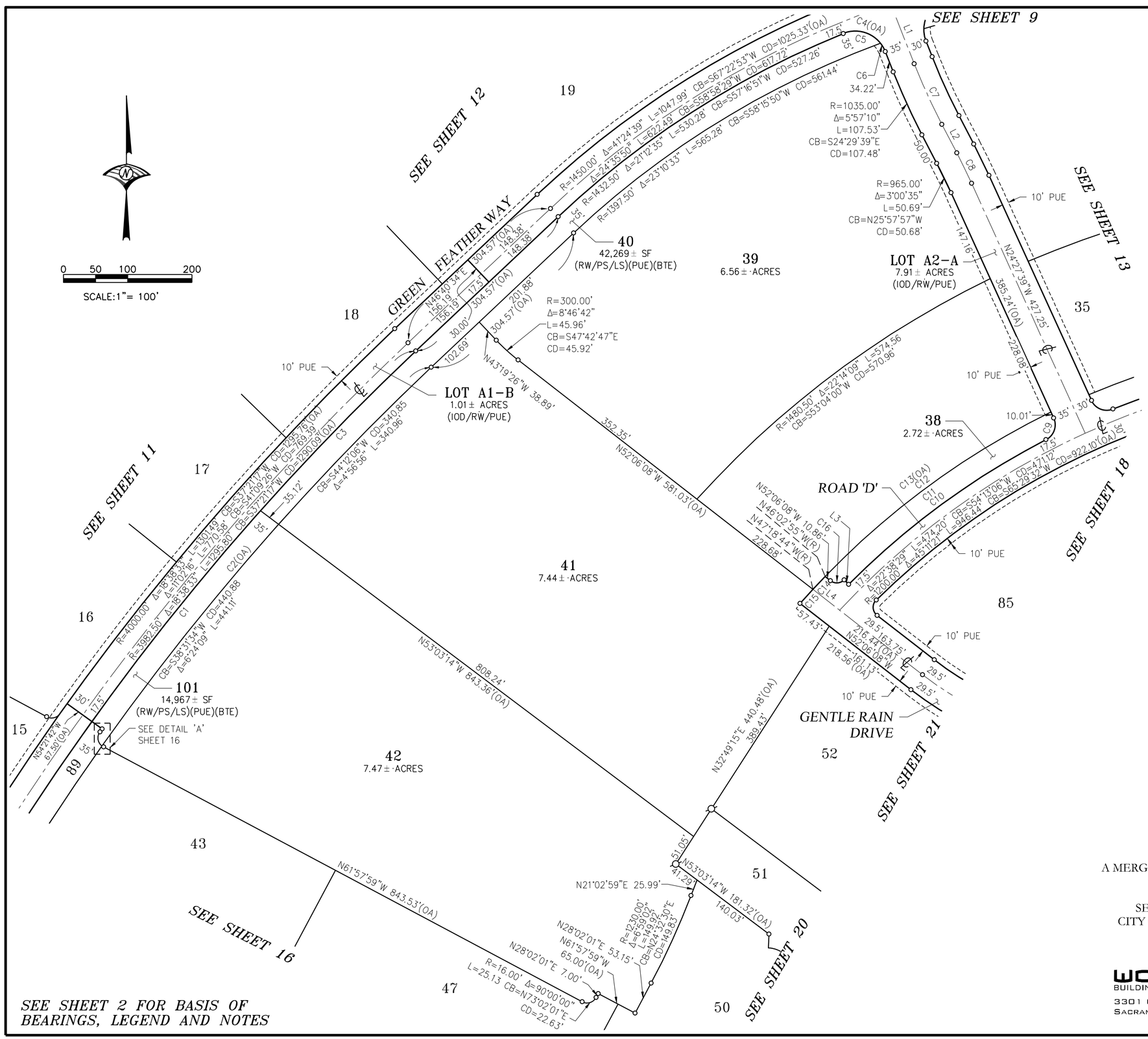
SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND AND NOTES



CURVE TABLE – THIS SHEET ONLY					
NO.	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD DIST
C1	3982.50'	6°02'49"	420.31'	N38°39'42"E	420.11'
C2	3947.50'	18°38'33"	1284.41'	N37°21'17"E	1278.75'
C3	3982.50'	4°59'27"	346.91'	N44°10'50"E	346.80'
C4	50.00'	90°35'47"	79.06'	N66°48'58"W	71.08'
C5	50.00'	73°31'41"	64.17'	N75°21'01"W	59.85'
C6	50.00'	17°04'05"	14.89'	N30°03'07"W	14.84'
C7	1000.00'	5°57'10"	103.89'	N24°29'39"W	103.85'
C8	1000.00'	3°00'35"	52.53'	N25°57'57"W	52.52'
C9	26.00'	87°11'18"	39.56'	N19°08'00"E	35.86'
C10	1217.50'	18°30'24"	393.25'	N53°28'27"E	391.55'
C11	1252.50'	19°53'40"	434.90'	N53°59'26"E	432.72'
C12	1252.50'	21°15'00"	464.53'	N53°18'46"E	461.88'
C13	1252.50'	22°36'11"	494.11'	N52°38'11"E	490.91'
C14	1252.50'	1°15'49"	27.62'	N43°19'10"E	27.62'
C15	1252.50'	1°21'11"	29.58'	N42°00'40"E	29.58'
C16	16.00'	83°09'38"	23.22'	N86°19'03"E	21.24'

LINE TABLE – THIS SHEET ONLY		
NO.	BEARING	LENGTH
L1	N21°31'05"W	229.48'
L2	N27°28'14"W	50.00'
L3	N45°15'46"W(R)	10.00'
L4	N52°06'08"W	52.69'

SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND AND NOTES

FINAL MAP OF

AMORUSO RANCH - PHASE A1

SUBDIVISION NO. PL21-0184

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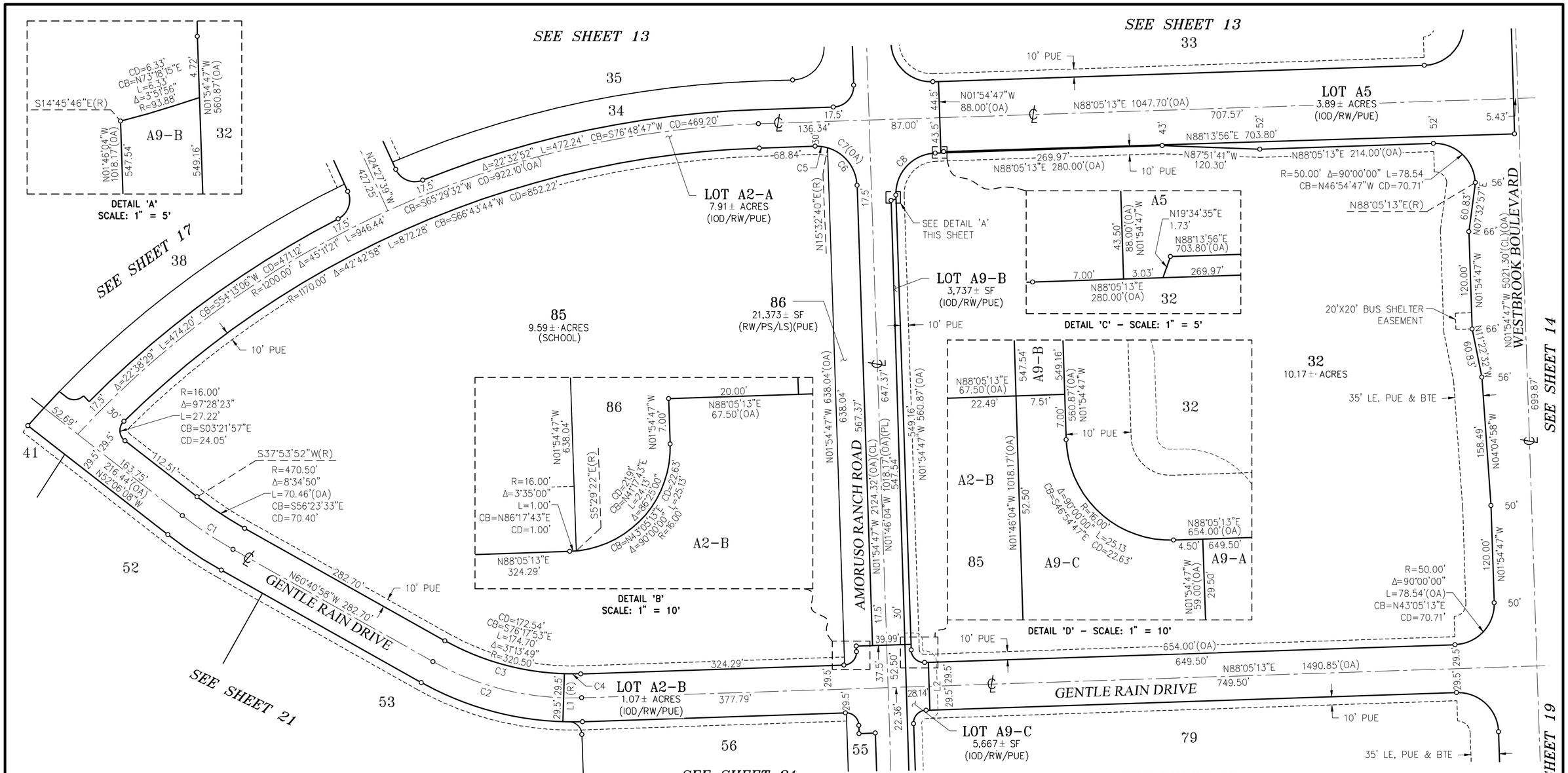

LINE TABLE – THIS SHEET ONLY		
NO.	BEARING	LENGTH
L1	N1°43'51"E	59.00'
L2	N1°54'47"W	59.00'

CURVE TABLE – THIS SHEET ONLY					
NO.	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD DIST
C1	500.00'	8°34'50"	74.88'	N56°23'33"W	74.81'
C2	350.00'	31°13'49"	190.78'	N76°17'53"W	188.42'
C3	320.50'	27°35'11"	154.31'	N74°28'34"W	152.83'
C4	320.50'	27°35'11"	154.31'	N74°28'34"W	152.83'
C5	50.00'	17°27'27"	15.23'	N83°11'04"W	15.18'
C6	50.00'	72°32'33"	63.31'	N38°11'04"W	59.16'
C7	50.00'	90°00'00"	78.54'	N46°54'47"W	70.71'
C8	50.00'	90°00'00"	78.54'	N43°05'13"E	70.71'

SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND AND NOTES

0 40 80 160

SCALE:1"= 80'

FINAL MAP OF

AMORUSO RANCH - PHASE A1

SUBDIVISION NO. PL21-0184

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SEE SHEET 18

SEE SHEET 14

30

29

31
2.02± ACRES
(PARK)

74
7.53± ACRES

73
12.12± ACRES

76

91

LOT A9-A
6.46± ACRES
(IOD/RW/PUE)

LOT A8
6.35± ACRES
(IOD/RW/PUE)

GENTLE RAIN DRIVE

WESTBROOK BOULEVARD

SEE SHEET 22

SEE SHEET 23

N88°05'13"E 338.00'

N88°05'13"E 1490.85'(OA)

313.06'

699.87'

50'

10' PUE

29.5'

100.50'

N01°54'47"W 260.00'(OA)

213.06'

R=50.00' Δ=90°00'00" L=78.54
CB=S43°05'13"W CD=70.71'

N01°54'47"W 294.00'(OA)

260.00'

130.00'

1463.21'

N88°05'13"E 537.82'

17.00'

N88°05'13"E(R)

R=250.00' Δ=18°22'44" L=80.19
CB=N07°16'35"E CD=79.85'

R=250.00' Δ=16°40'11" L=72.74
CB=S08°07'51"W CD=72.48'

S89°47'46"W(R)

N01°54'47"W 265.66'

N01°54'47"W 5021.30'(OA)

483.05'

35' LE, PUE & BTE

N88°13'56"E 120.00'(OA)

N11°22'32"W 60.83'

60'

20'X35' BUS SHELTER
EASEMENT

78.05'

N01°54'47"W 120.00'

51.57'

68.43'

41.95'

N07°32'57"E 60.83'

S88°05'13"W(R)

R=50.00' Δ=90°00'00" L=78.54
CB=S46°54'47"E CD=70.71'

200.10'

Δ=12°03'00" L=220.41
CB=N85°53'18"W CD=220.00'

R=1048.00'

N10°08'12"E(R)

123.10'
N71°50'23"W

N16°52'51"E(R)

CD=115.22'
CB=N69°56'15"W
L=115.28'
Δ=6°21'48"

N00°12'14"W 161.87'

N23°14'38"E 42.87'

N89°47'46"E 54.00'

N00°12'14"W 247.54'

N00°12'14"W 5253.11'(OA)

1077.27'

PARCEL 2
DOC NO. 2013-0098534

N88°05'13"E
215.00'(OA)

100.00'

(OA)R=1000.00' Δ=37°22'22" L=652.28'
CB=N73°13'36"W CD=640.78'

R=1038.00' Δ=14°25'35"
CB=N65°54'22"W CD=260.67'

CD=145.96'
CB=N62°43'28"W
L=146.08'
Δ=8°03'47"

L=261.36'

N31°18'26"E(R)

N66°27'02"W 61.11'

N34°37'10"E(R)

R=1048.00' Δ=0°50'24" L=15.37'
CB=N54°57'38"W CD=15.37'

20'X20' BUS SHELTER EASEMENT

N35°27'35"E(R)

35' LE, PUE & BTE

S35°27'35"W(R)

S35°13'02"W(R)

N46°57'53"W 60.00'

S31°40'28"W(R)

R=50.00' Δ=95°17'05" L=83.15
CB=N74°01'56"E CD=73.90'

N26°23'23"E 14.16'

N63°36'37"W 58.00'(OA)

N26°23'23"E 5.00'

R=50.00' Δ=94°42'21" L=82.65
CB=S20°57'47"E CD=73.55'

35' LE, PUE
& PUE

CD=152.19'
CB=S72°54'03"E
L=152.36'
Δ=9°10'10"
R=952.00'

1323.26'

(CL)(OA)

100.61'

N54°32'25"W
100.61'

106.04'

462.65'(OA)

C2

C4(OA)

C3

356.61'

N26°23'23"E

38.83'

49.15'

CURVE TABLE – THIS SHEET ONLY					
NO.	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD DIST
C1	952.00'	0°14'33"	4.03'	N54°39'42"W	4.03'
C2	1000.00'	9°04'11"	158.30'	N59°04'31"W	158.13'
C3	1000.00'	14°29'43"	252.99'	N70°51'28"W	252.32'
C4	1000.00'	23°33'54"	411.29'	N66°19'23"W	408.40'

0 40 80 160

SCALE:1"= 80'

FINAL MAP OF

AMORUSO RANCH - PHASE A1

SUBDIVISION NO. PL21-0184

A MERGER AND RE-SUBDIVISION OF THAT CERTAIN FINAL MAP ENTITLED "AMORUSO RANCH PHASE 1A", SUBDIVISION NO. PL18-0345, BOOK EE OF MAPS, PAGE 93, O.R.P.C. LYING WITHIN SECTIONS 11 AND 14, T. 11 N., R. 5 E., MOUNT DIABLO MERIDIAN
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0 40 80 160
SCALE:1"= 80'

DETAIL A: NTS

LINE TABLE – THIS SHEET ONLY		
NO.	BEARING	LENGTH
L1	N27°41'56"E	33.54'
L2	N87°51'37"W	47.65'

CURVE TABLE – THIS SHEET ONLY					
NO.	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD DIST
C1	715.00'	2°48'52"	35.12'	N64°47'02"E	35.12'
C2	697.50'	7°23'43"	90.03'	N62°29'37"E	89.97'
C3	16.00'	87°06'29"	24.33'	N76°53'47"W	22.05'
C4	16.00'	85°32'01"	23.89'	N35°58'49"W	21.73'
C5	16.00'	93°17'05"	26.05'	N39°51'21"W	23.27'
C6	659.50'	3°53'58"	44.89'	N34°39'15"E	44.88'
C7	659.50'	1°18'26"	15.05'	N37°15'27"E	15.05'
C8	268.00'	0°18'44"	1.46'	N25°40'01"E	1.46'
C9	268.00'	19°32'03"	91.37'	N15°44'37"E	90.93'
C10	268.00'	19°50'48"	92.83'	N15°53'59"E	92.37'

SEE SHEET 16
SEE SHEET 21
SEE SHEET 15
SEE SHEET 25
SEE SHEET 27
SEE SHEET 22
SEE DETAIL A (THIS SHEET)

42
47
46
49
9.29± ACRES
48
5.29± ACRES
50
2.86± ACRES
51
59
1.19± ACRES (RW/PS/LE)(PUE)(BTE)
58
3.21± ACRES
100
32,116± SF (PARK)
56
55
57
2.86± ACRES (PARK)(BTE)
LOT A1-A
6.30± ACRES (IOD/RW/PUE)

N21°02'59"E 25.99'
N53°03'14"W 181.32'(OA) 140.03'
R=1230.00' Δ=6°59'02" L=149.92' CB=N24°32'30"E CD=149.83'
N61°57'59"W 65.00'(OA)
30.00'
178.00'
N28°02'01"E 562.50'(OA) 384.50'
N02°46'16"E 21.92'
N2°56'57"E(R)
R=44.00' Δ=66°47'41" L=51.29' CB=N53°39'12"W CD=48.44'
N69°44'38"E(R)
N69°49'24"E 20.99'
N53°03'14"W 112.30'
N53°03'14"W 230.30'(OA) 118.00'
N24°08'37"E 32.59'
N26°36'11"E 76.00'
N26°26'49"E(R) 147.21'
N3°46'47"E(R) 21.24'
R=44.00' Δ=62°28'38" L=47.98' CB=N54°58'54"W CD=45.64'
N66°15'25"E(R) 18.63'
N61°57'59"W 242.5L
CB=N64°27'18"W CD=32.35' Δ=1°48'14" L=32.35' R=1027.50'
N80°12'34"W 146.97'
55.89'
N24°38'35"E(R)
N52°05'20"W(R)
N36°36'14"E 42.03'
N57°17'45"W(R) 209.10' 236.68'
N53°03'14"W
531.12'(OA)
322.02' 294.44'
N68°12'12"W(R)
N53°03'14"W 1076.69'(OA) 312.08'
N51°13'20"W(R)
CD=102.61' CB=S30°17'14"W L=102.99' Δ=16°58'52"
CB=S33°57'19"W CD=722.30'
Δ=54°43'26" L=331.90' CB=S66°08'23"W CD=319.43'(OA)
Δ=7°45'05" L=2.16' CB=N82°37'22"W CD=2.16'
C5(OA)
S83°12'49"E(R)
N08°41'15"E 9.45'
N80°52'38"W(R) 20.00'
17.5'
30'
L2(OA)
S83°09'09"E(R)
10' PUE
CB=N32°08'20"E CD=781.13'(OA) R=697.50' Δ=68°06'16" L=829.08'(OA)
Δ=47°23'16" L=287.41' CB=S01°53'50"E CD=279.29' R=347.50'
Δ=38°36'14" L=425.82' CB=S04°34'56"W CD=417.81'
Δ=55°52'28" L=616.32' CB=S14°43'11"E CD=592.19'(OA)
R=632.00' Δ=17°16'14" L=190.50' CD=189.78'
13.26'
35'
17.5'
C1
C2
C3
C4
CB=S29°28'00"E CD=2.16' Δ=7°45'05" L=2.16
R=662.50' Δ=5°15'34" L=60.81 CB=N63°33'41"E CD=60.79'
R=16.00' Δ=94°51'34" L=26.49'(OA) CB=S73°01'14"E CD=23.57(OA)
S30°27'01"E(R) 8.91'
N59°10'22"E 8.91'
N31°12'15"W(R) 20.00'
Δ=59°20'37" L=722.43' CB=N36°31'10"E CD=690.57'
Δ=56°38'41" L=706.89' CB=N35°03'16"E CD=678.44'
Δ=68°06'16" L=849.88' CB=N32°06'20"E CD=800.73'(OA)
R=715.00'
Δ=49°40'23" L=604.70' CB=N33°57'34"E CD=585.94'
R=947.50' Δ=1°59'33" L=32.95' CB=S62°57'46"E CD=32.95'
S26°02'27"W(R) 16.74'
N51°57'02"E(R)
R=44.00' Δ=58°30'07" L=44.93' CB=S67°18'02"E CD=43.00'
N06°33'05"W(R) 18.57'
S22°23'43"W(R)
CD=204.77' CB=S73°48'29"E L=205.17' Δ=12°24'24" R=947.50'
S9°59'19"W(R) 16.46'
N37°32'54"E(R)
R=44.00' Δ=57°54'36" L=44.47' CB=S81°24'24"E CD=42.60'
N20°21'42"W(R) 16.04'
S6°27'37"W(R)
CD=207.24' CB=S89°49'06"E L=207.66' Δ=12°33'25" R=947.50'
R=44.00' Δ=57°54'36" L=44.47' CB=N82°04'33"E CD=42.60'
N21°01'51"E(R) 18.41'
S6°05'48"E(R)
N36°52'45"W(R) 18.41'
S9°45'06"E(R)
CD=231.88' CB=N73°13'11"E L=232.46' Δ=14°03'26" R=947.50'
260.69'
273.95'(OA)
273.95'
N66°11'28"E 273.95'(OA)
AMORUSO RANCH ROAD
R=982.50' Δ=51°50'32" L=888.98' CB=S87°53'16"E CD=858.97'
Δ=34°02'34" L=594.16' CB=S78°59'16"E CD=585.46'
R=1000.00' Δ=51°50'32" L=904.82' CB=S87°53'16"E CD=874.27'(OA)
Δ=17°47'59" L=310.66' CB=N75°05'28"E CD=309.41'
N61°57'59"W 1205.88'(OA) 276.38'
49.14'
R=273.00' Δ=22°03'25" L=105.10'(OA) CB=S17°00'18"W CD=104.45'
C10(OA)
C9
C8
S64°10'37"E(R)
S64°29'22"E(R)
L1
N61°57'59"W 197.33'
N61°57'59"W 445.17'(OA) 197.08'
N61°57'59"W 1175.17'(OA) 1218.67'
N61°57'59"W 1484.39'(OA)
35'
17.5'

FINAL MAP OF
AMORUSO RANCH - PHASE A1
SUBDIVISION NO. PL21-0184
A MERGER AND RE-SUBDIVISION OF THAT CERTAIN FINAL MAP ENTITLED "AMORUSO RANCH PHASE 1A", SUBDIVISION NO. PL18-0345, BOOK EE OF MAPS, PAGE 93, O.R.P.C. LYING WITHIN SECTIONS 11 AND 14, T. 11 N., R. 5 E., MOUNT DIABLO MERIDIAN
CITY OF ROSEVILLE COUNTY OF PLACER STATE OF CALIFORNIA

NOVEMBER 2022

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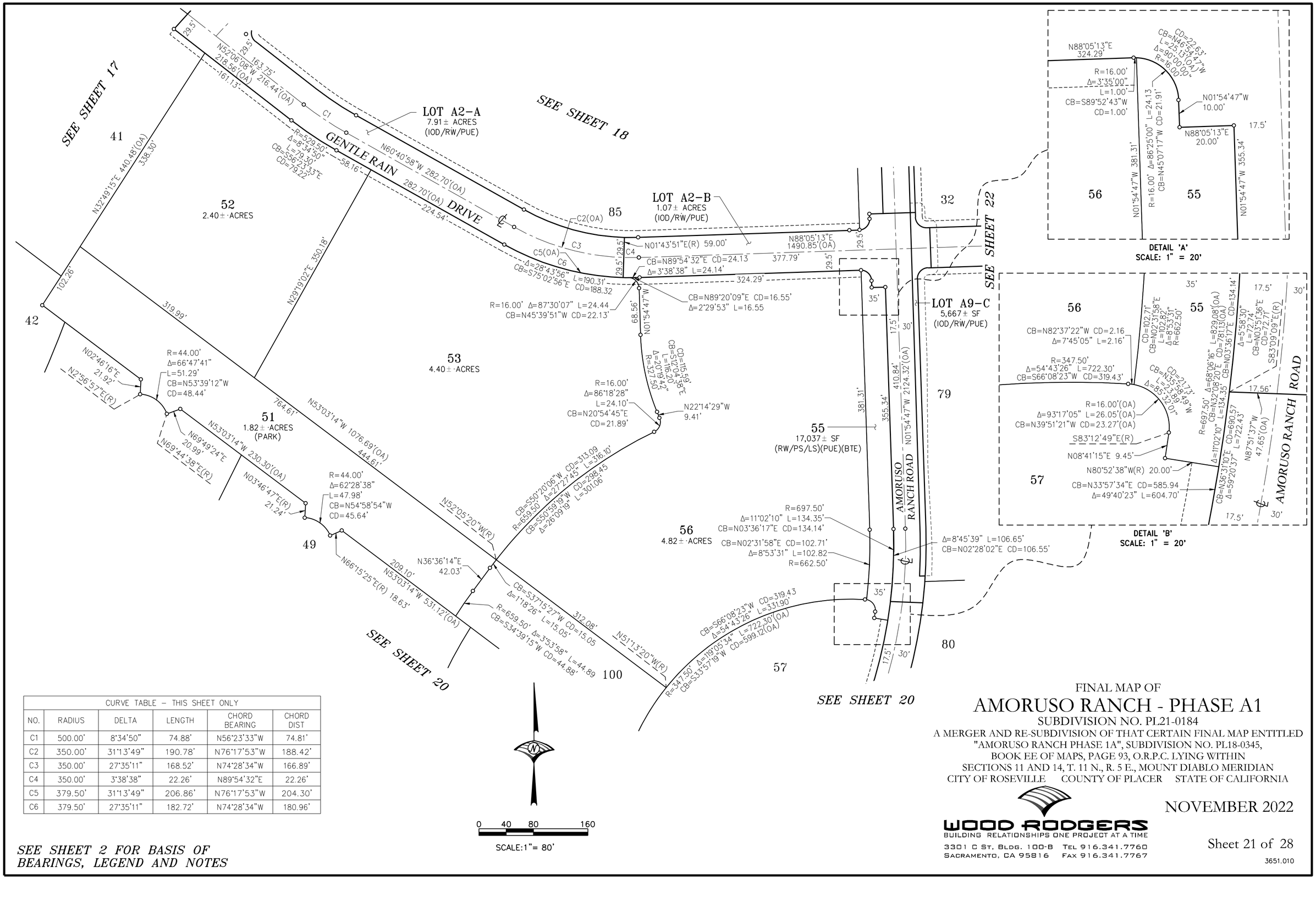

CURVE TABLE – THIS SHEET ONLY					
NO.	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD DIST
C1	500.00'	8°34'50"	74.88'	N56°23'33"W	74.81'
C2	350.00'	31°13'49"	190.78'	N76°17'53"W	188.42'
C3	350.00'	27°35'11"	168.52'	N74°28'34"W	166.89'
C4	350.00'	3°38'38"	22.26'	N89°54'32"E	22.26'
C5	379.50'	31°13'49"	206.86'	N76°17'53"W	204.30'
C6	379.50'	27°35'11"	182.72'	N74°28'34"W	180.96'

SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND AND NOTES

FINAL MAP OF

AMORUSO RANCH - PHASE A1

SUBDIVISION NO. PL21-0184

A MERGER AND RE-SUBDIVISION OF THAT CERTAIN FINAL MAP ENTITLED "AMORUSO RANCH PHASE 1A", SUBDIVISION NO. PL18-0345, BOOK EE OF MAPS, PAGE 93, O.R.P.C. LYING WITHIN SECTIONS 11 AND 14, T. 11 N., R. 5 E., MOUNT DIABLO MERIDIAN

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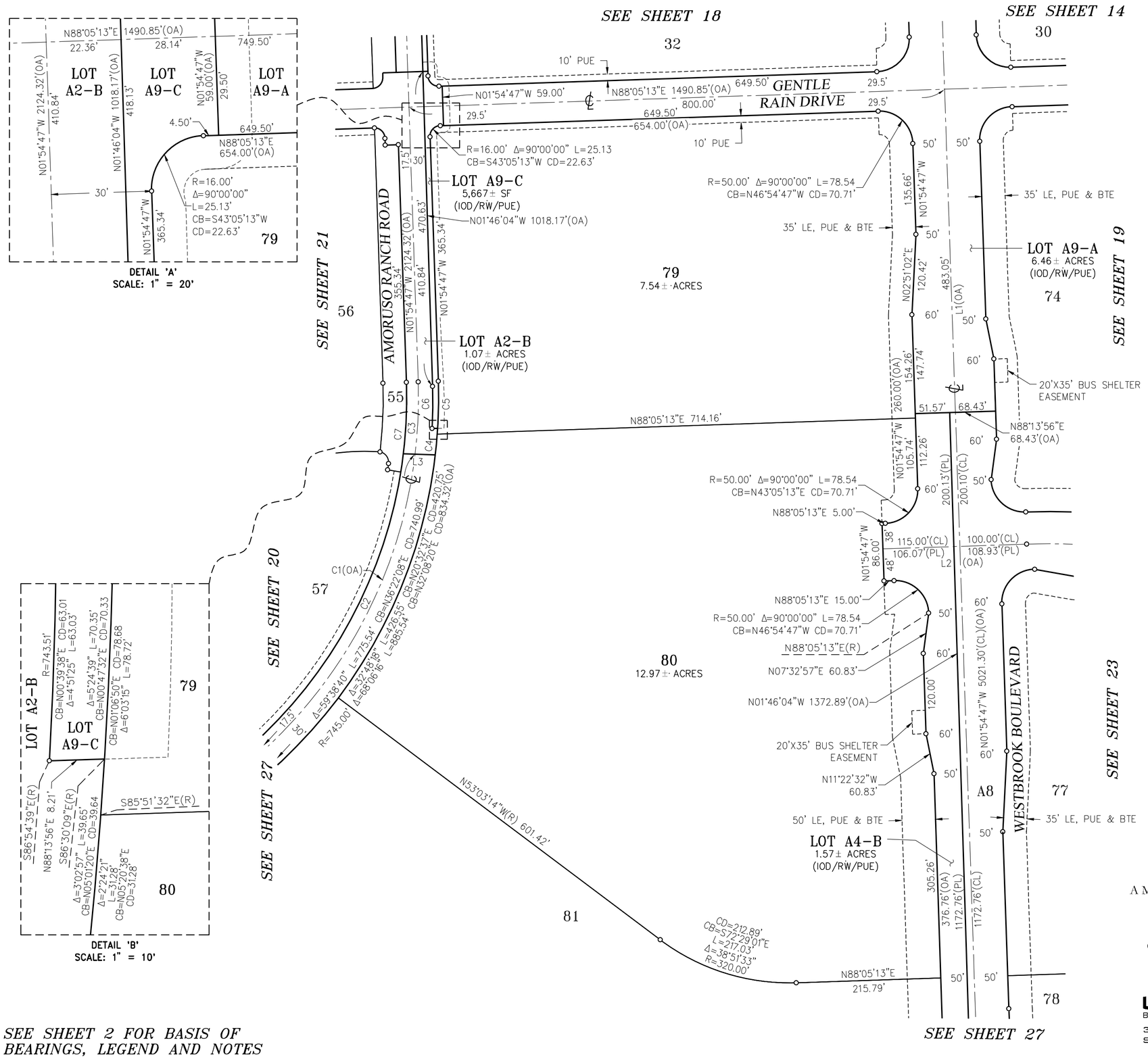

CURVE TABLE – THIS SHEET ONLY					
NO.	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD DIST
C1	715.00'	68°06'16"	849.88'	N32°08'20"E	800.73'
C2	715.00'	56°38'41"	706.88'	N35°03'16"E	678.44'
C3	715.00'	8°38'43"	107.89'	N2°24'34"E	107.78'
C4	745.00'	3°02'57"	39.65'	N5°01'20"E	39.64'
C5	745.00'	6°03'15"	78.72'	N1°06'50"E	78.68'
C6	743.51'	4°51'25"	63.03'	N0°39'38"E	63.01'
C7	697.50'	8°45'39"	106.65'	N2°28'02"E	106.55'

LINE TABLE – THIS SHEET ONLY		
NO.	BEARING	LENGTH
L1	N1°54'47"W	4921.30'
L2	N88°05'13"E	215.00'
L3	N87°51'37"W	47.65'

SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND AND NOTES

FINAL MAP OF

AMORUSO RANCH - PHASE A1

SUBDIVISION NO. PL21-0184

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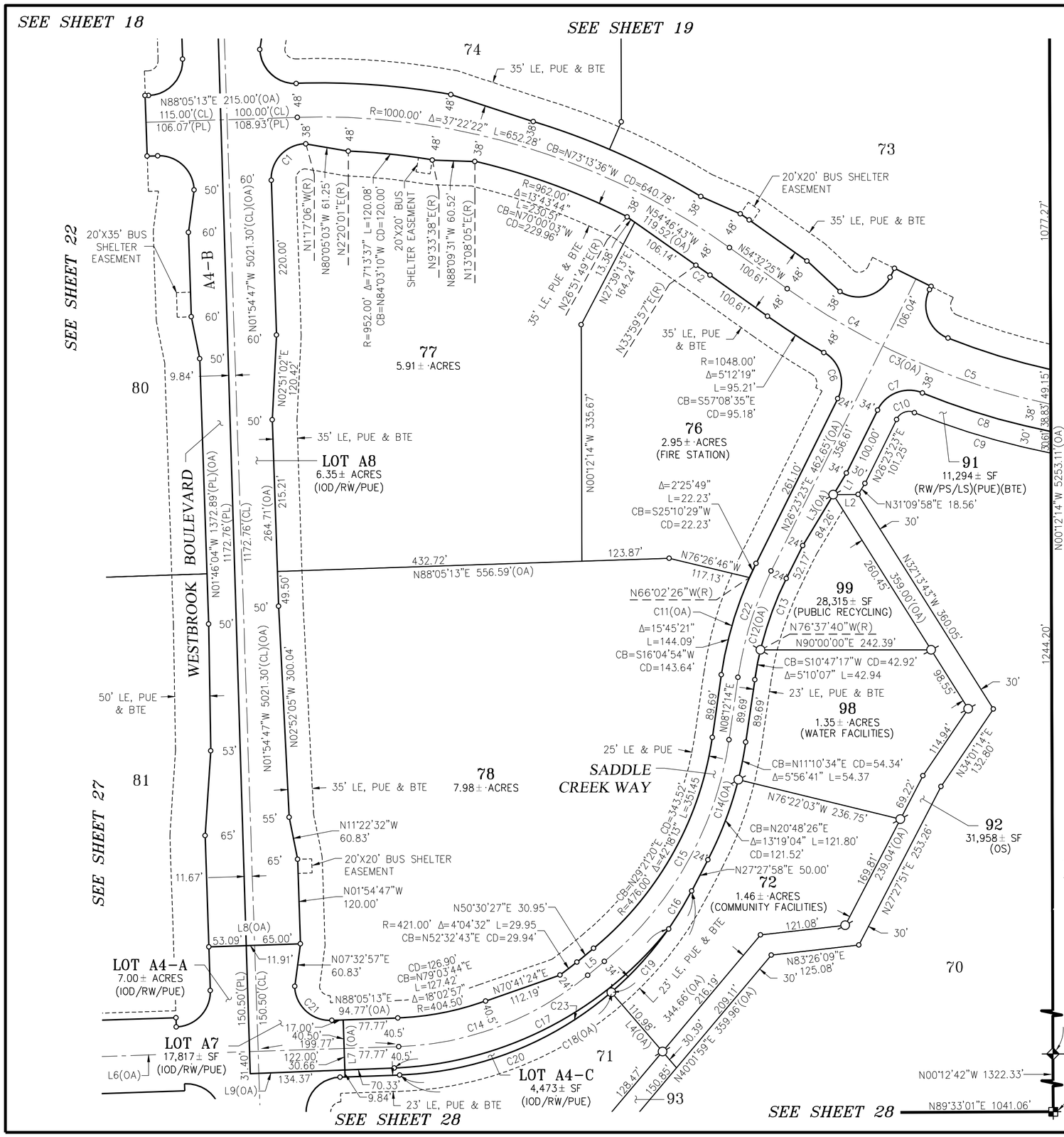

CURVE TABLE – THIS SHEET ONLY					
NO.	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD DIST
C1	50.00'	90°37'42"	79.09'	N43°24'03"E	71.10'
C2	952.00'	1°27'38"	24.27'	N55°16'14"W	24.27'
C3	1000.00'	14°29'43"	252.99'	N70°51'28"W	252.32'
C4	1000.00'	9°04'11"	158.30'	N59°04'31"W	158.13'
C5	1000.00'	14°29'43"	252.99'	N70°51'28"W	252.32'
C6	50.00'	86°08'08"	75.17'	N16°40'41"W	68.29'
C7	50.00'	85°34'19"	74.68'	N69°10'33"E	67.93'
C8	1038.00'	10°31'00"	190.52'	N73°17'47"W	190.26'
C9	1068.00'	10°50'53"	202.21'	N73°27'44"W	201.91'
C10	20.00'	85°34'19"	29.87'	N69°10'33"E	27.17'
C11	524.00'	18°11'10"	166.32'	N17°17'48"E	165.62'
C12	476.00'	18°11'10"	151.09'	N17°17'48"E	150.45'
C13	476.00'	13°01'03"	108.15'	N19°52'52"E	107.91'
C14	524.00'	19°15'45""	176.16'	N17°50'06"E	175.34'
C15	500.00'	42°18'13"	369.17'	N29°21'20"E	360.84'
C16	485.50'	7°26'52"	63.11'	N31°11'24"E	63.06'
C17	524.00'	49°16'04"	450.58'	N63°08'14"E	436.82'
C19	485.50'	21°46'29"	184.51'	N38°21'13"E	183.40'
C20	485.50'	38°50'45"	329.16'	N68°39'50"E	322.90'
C21	50.00'	90°00'00"	78.54'	N46°54'47"W	70.71'
C22	500.00'	18°11'10"	158.70'	N17°17'48"E	158.04'
C23	485.50'	53°10'22"	450.56'	N61°30'01"E	434.57'

LINE TABLE – THIS SHEET ONLY		
NO.	BEARING	LENGTH
L1	N31°09'58"E	35.84'
L2	N89°28'07"E	35.26'
L3	N31°09'58"E	120.10'
L4	N40°45'33"W	141.37'
L5	N50°30'27"E	30.95'
L6	N88°05'13"E	1230.96'
L7	N1°54'47"W	81.00'
L8	N88°05'13"E	131.00'
L9	N87°46'16"E	204.70'

SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND AND NOTES

0 50 100 200

SCALE:1"= 100'

FINAL MAP OF

AMORUSO RANCH - PHASE A1

SUBDIVISION NO. PL21-0184

A MERGER AND RE-SUBDIVISION OF THAT CERTAIN FINAL MAP ENTITLED "AMORUSO RANCH PHASE 1A", SUBDIVISION NO. PL18-0345, BOOK EE OF MAPS, PAGE 93, O.R.P.C. LYING WITHIN SECTIONS 11 AND 14, T. 11 N., R. 5 E., MOUNT DIABLO MERIDIAN

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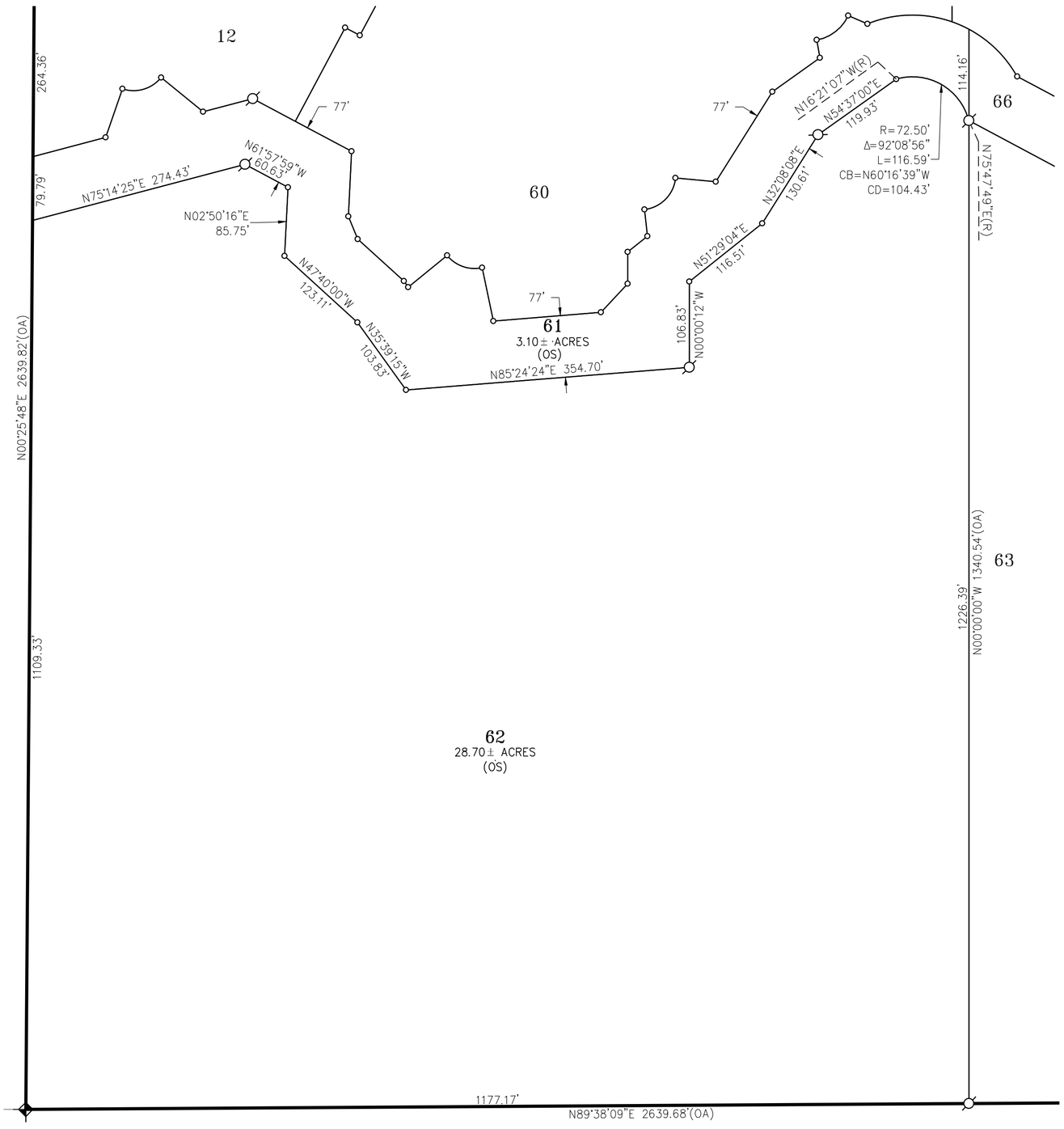
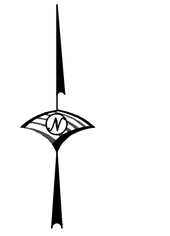
SEE SHEET 15



SEE SHEET 25



SCALE:1"= 100'

FINAL MAP OF

AMORUSO RANCH - PHASE A1

SUBDIVISION NO. PL21-0184

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SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND AND NOTES

BOOK_____OF MAPS, PAGE_____

LINE TABLE – THIS SHEET ONLY		
NO.	BEARING	LENGTH
L1	N61°57'59"W	52.11'
L2	N6°00'33"W	100.00'
L3	N22°12'01"W	65.34'

CURVE TABLE – THIS SHEET ONLY					
NO.	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD DIST
C1	30.00'	28°02'01"	14.68'	N75°59'00"W	14.53'
C2	1030.00'	31°31'20"	556.67'	N77°43'39"W	559.55'
C3	1030.00'	7°56'52"	142.88'	N65°56'25"W	142.76'
C4	1030.00'	1°40'08"	30.00'	N70°44'56"W	30.00'
C5	16.00'	87°28'46"	24.43'	N49°44'56"W	22.12'
C6	20.00'	85°45'07"	29.93'	N48°53'07"W	27.22'
C7	297.50'	16°11'28"	84.07'	N14°06'17"W	83.79'
C8	332.50'	16°11'28"	93.96'	N14°06'17"W	93.65'
C9	350.00'	16°11'28"	98.91'	N14°06'17"W	98.58'
C10	380.00'	16°11'28"	107.38'	N14°06'17"W	107.03'
C11	800.00'	18°41'16"	260.93'	N31°32'40"W	259.78
C12	800.00'	2°11'56"	30.70'	N41°59'16"W	30.70'
C13	800.00'	19°07'24"	267.01'	N52°38'56"W	265.77'
C14	800.00'	2°13'18"	31.02'	N63°19'17"W	31.02'
C15	800.00'	18°56'14"	264.41'	N73°54'03"W	263.21'
C16	276.00'	6°23'59"	30.83'	N39°00'15"E	30.81'
C17	276.00'	41°24'28"	199.47'	N21°30'01"E	195.15'
C18	1030.00'	21°54'20"	393.79'	N82°32'09"W	391.40'

SEE SHEET 15

SEE SHEET 20

AMORUSO RANCH ROAD

LOT A1-A
6.30± ACRES
(IOD/RW/PUE)

SEE DETAIL 'B' ON SHEET 15

64
37,189± SF
(SEWER LIFT STATION)

54
15,871± SF(OS)

65

66

48

59

82

83
7.78± ACRES

75
26,923± SF
(RW/PS/LS)(PUE)

SADDLE CREEK WAY

63
38.19± ACRES

62

97
33,601± SF
(OS)

67
2.50± ACRES

84
1.16± ACRES
(RW/PS/LS)(PUE)
(BTE)
SEE DETAIL 'C'

SEE SHEET 24

SEE SHEET 27

SEE SHEET 26

DETAIL 'A'
SCALE: 1" = 20'

DETAIL 'A-A'
SCALE: 1" = 1'

DETAIL 'B'
1"=10'

DETAIL 'B'
SCALE: 1" = 30'

DETAIL 'C'
SCALE: 1" = 20'

DETAIL 'C-C'
SCALE: NTS

SCALE:1"= 100'

FINAL MAP OF

AMORUSO RANCH - PHASE A1

SUBDIVISION NO. PL21-0184

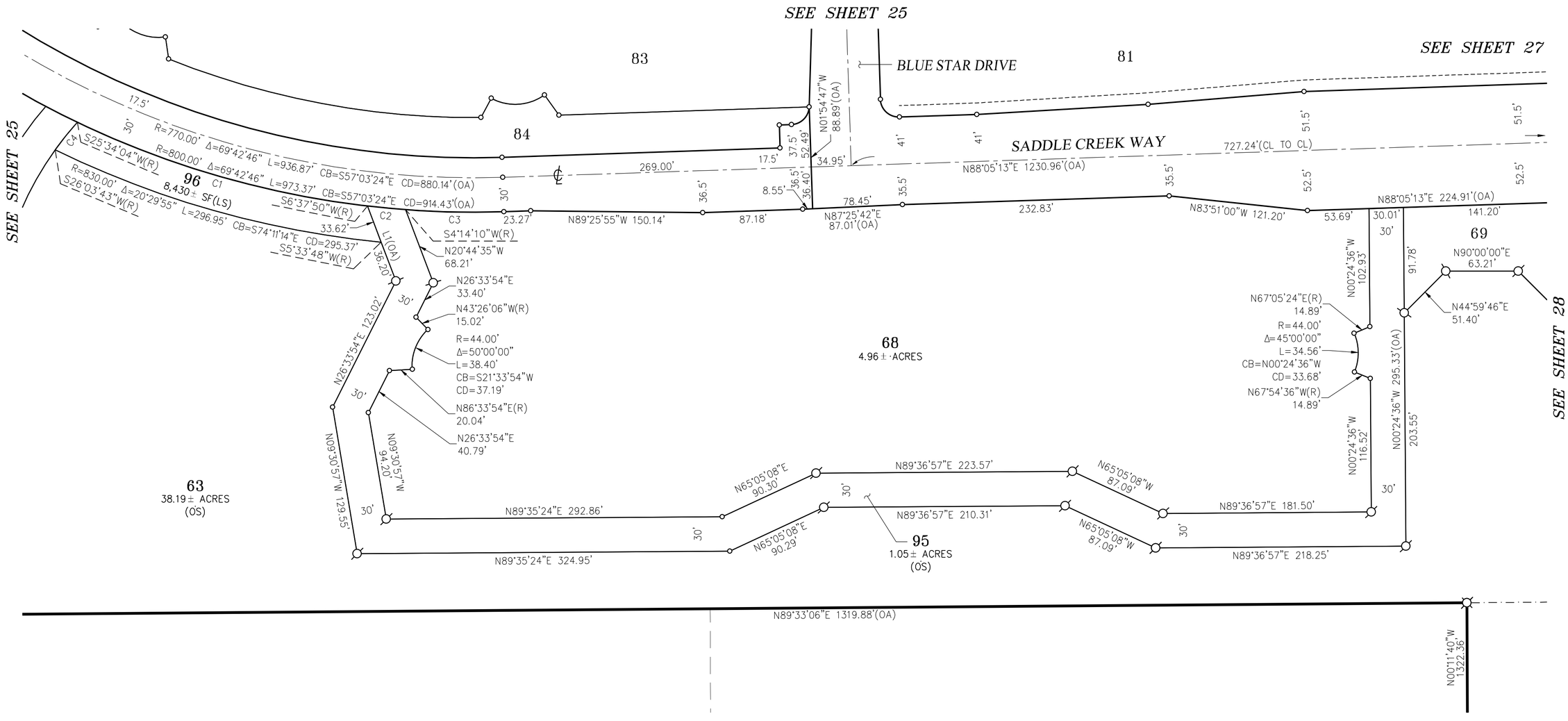
A MERGER AND RE-SUBDIVISION OF THAT CERTAIN FINAL MAP ENTITLED "AMORUSO RANCH PHASE 1A", SUBDIVISION NO. PL18-0345, BOOK EE OF MAPS, PAGE 93, O.R.P.C. LYING WITHIN SECTIONS 11 AND 14, T. 11 N., R. 5 E., MOUNT DIABLO MERIDIAN CITY OF ROSEVILLE COUNTY OF PLACER STATE OF CALIFORNIA

NOVEMBER 2022

WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
3301 C St, Bldg. 100-B Tel 916.341.7760
Sacramento, CA 95816 Fax 916.341.7767

SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND AND NOTES

3910 OR 276



CURVE TABLE – THIS SHEET ONLY					
NO.	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD DIST
C1	800.00'	18°56'14"	264.41'	N73°54'03"W	263.21'
C2	800.00'	2°23'40"	33.43'	N84°34'00"W	33.43'
C3	800.00'	6°08'58"	85.86'	N88°50'19"W	85.82'
C4	276.00'	6°23'59"	30.83'	S39°00'15"W	30.81'

LINE TABLE – THIS SHEET ONLY		
NO.	BEARING	LENGTH
L1	N20°44'35"W	69.82'

0 30 60 120

SCALE:1"= 60'

FINAL MAP OF

AMORUSO RANCH - PHASE A1

SUBDIVISION NO. PL21-0184

A MERGER AND RE-SUBDIVISION OF THAT CERTAIN FINAL MAP ENTITLED "AMORUSO RANCH PHASE 1A", SUBDIVISION NO. PL18-0345, BOOK EE OF MAPS, PAGE 93, O.R.P.C. LYING WITHIN SECTIONS 11 AND 14, T. 11 N., R. 5 E., MOUNT DIABLO MERIDIAN

CITY OF ROSEVILLE COUNTY OF PLACER STATE OF CALIFORNIA

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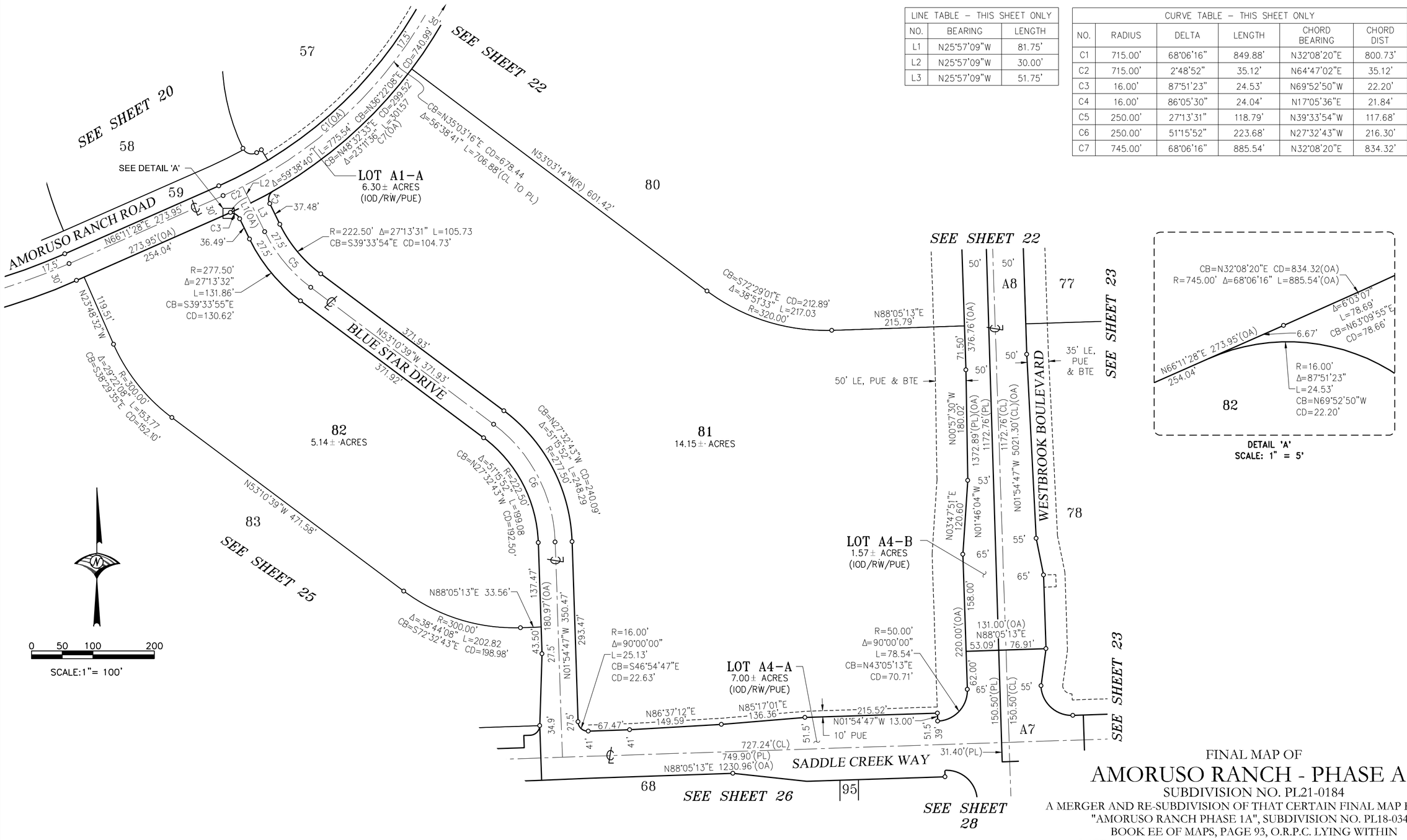
SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND AND NOTES

3651.010

LINE TABLE – THIS SHEET ONLY		
NO.	BEARING	LENGTH
L1	N25°57'09"W	81.75'
L2	N25°57'09"W	30.00'
L3	N25°57'09"W	51.75'

CURVE TABLE – THIS SHEET ONLY					
NO.	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD DIST
C1	715.00'	68°06'16"	849.88'	N32°08'20"E	800.73'
C2	715.00'	2°48'52"	35.12'	N64°47'02"E	35.12'
C3	16.00'	87°51'23"	24.53'	N69°52'50"W	22.20'
C4	16.00'	86°05'30"	24.04'	N17°05'36"E	21.84'
C5	250.00'	27°13'31"	118.79'	N39°33'54"W	117.68'
C6	250.00'	51°15'52"	223.68'	N27°32'43"W	216.30'
C7	745.00'	68°06'16"	885.54'	N32°08'20"E	834.32'



DETAIL 'A'
SCALE: 1" = 5'

SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND AND NOTES

FINAL MAP OF

AMORUSO RANCH - PHASE A1

SUBDIVISION NO. PL21-0184

A MERGER AND RE-SUBDIVISION OF THAT CERTAIN FINAL MAP ENTITLED "AMORUSO RANCH PHASE 1A", SUBDIVISION NO. PL18-0345, BOOK EE OF MAPS, PAGE 93, O.R.P.C. LYING WITHIN SECTIONS 11 AND 14, T. 11 N., R. 5 E., MOUNT DIABLO MERIDIAN

CITY OF ROSEVILLE COUNTY OF PLACER STATE OF CALIFORNIA

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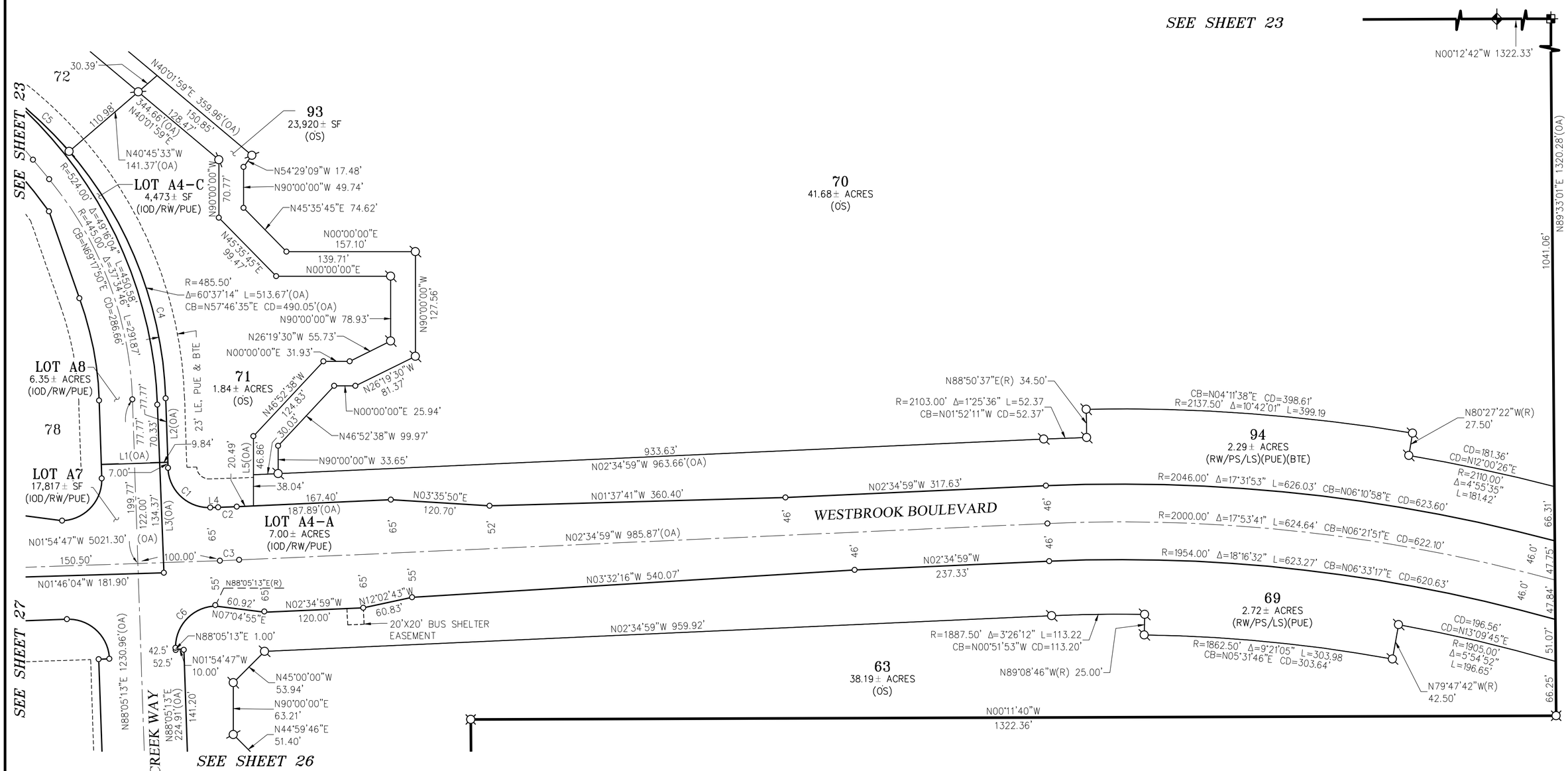
3651.010



LINE TABLE – THIS SHEET ONLY		
NO.	BEARING	LENGTH
L1	N1°54'47"W	71.16'
L2	N88°05'13"E	84.77'
L3	N87°46'16"E	204.70'
L4	N1°54'47"W	9.50'
L5	N90°00'00"W	84.90'

CURVE TABLE – THIS SHEET ONLY					
NO.	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD DIST
C1	50.00'	90°00'00"	78.54'	N43°05'13"E	70.71'
C2	1935.00'	0°40'11"	22.62'	N2°14'53"W	22.62'
C3	2000.00'	0°40'11"	23.38'	N2°14'53"W	23.38'
C4	485.50'	38°50'45"	329.16'	N68°39'50"E	322.90'
C5	485.50'	21°46'29"	184.51'	N38°21'13"E	183.40'
C6	50.00'	90°00'00"	78.54'	N46°54'47"W	70.71'

0 40 80 160

SCALE:1"= 80'

SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND AND NOTES

FINAL MAP OF

AMORUSO RANCH - PHASE A1

SUBDIVISION NO. PL21-0184

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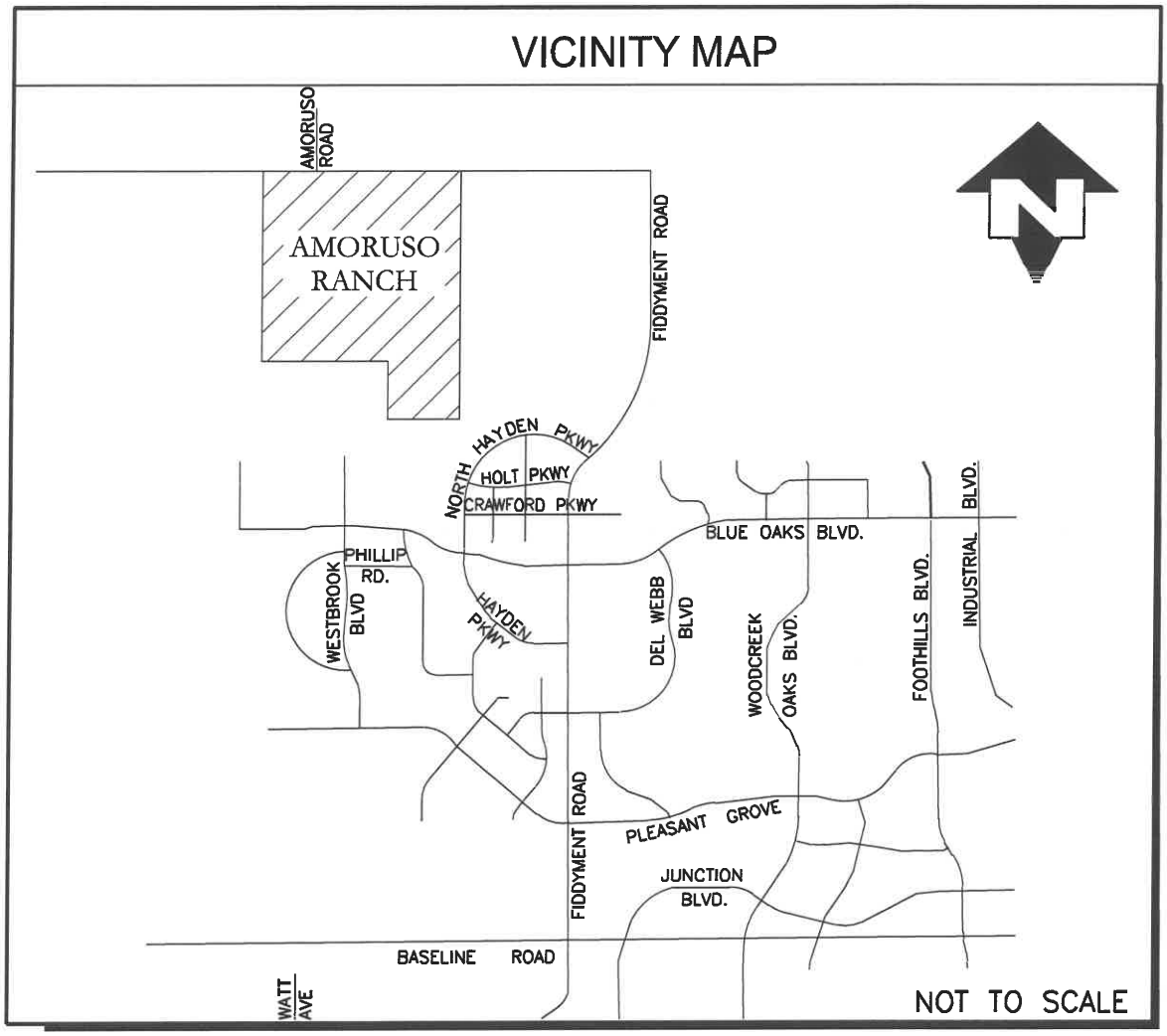
3651.010

AMORUSO RANCH
A1 LARGE LOT FINAL MAP
VICINITY MAP

CITY OF ROSEVILLE
COUNTY OF PLACER STATE OF CALIFORNIA



PROFESSIONAL LAND SURVEYOR
ANDREW P. TAPLEY
9554
STATE OF CALIFORNIA

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Sacramento, CA 95816 Fax 916.341.7767

NOVEMBER, 2022 3651.001 SHEET 1 OF 1

COUNCIL COMMUNICATION

CC #: 2442
File #: 0600-01

Title: Staffing Changes
Contact: Linda Hampton 916-774-5215 lhampton@roseville.ca.us

Meeting Date: 12/7/2022
Item #: 6.36.

RECOMMENDATION TO COUNCIL

As part of an ongoing assessment of the appropriate staffing structure to provide a high level of service to the community, staff is recommending changes to the City's staffing allocation schedule. Staff recommends that City Council approve the attached citywide allocation schedule effective December 24, 2022 reflecting the reclassification of four vacant positions, the addition of one new Permit Technician position and the deletion of one Police Records Clerk.

BACKGROUND

As part of the Municipal Code, the Human Resources Department is charged with maintaining the City's classification plan. The Human Resources staff is continually evaluating staffing levels necessary to provide high service levels to the community. Staff reviews department workload and the allocation's impact on meeting the city's goals. Additionally, the level at which each of these positions would have to be staffed was analyzed. Based on the analysis, staff is recommending the following staffing changes.

Environmental Utilities Department

As part of ongoing restructure efforts staff is requesting the reclassification of a vacant Hydrogeologist position and a 1,500 hour temporary Engineering Technician position to fund a new Water Utility Manager position. Staff is also requesting to reclassify a vacant Senior Engineer to a Principal Engineer position in the Water utility.

From	To	Current Salary & Benefits	Proposed Salary & Benefits	Annual Impact *	Impact for remaining FY 2022-23
Hydrogeologist and 1,500 Hour Temporary Engineering Technician	Water Utility Manager	$308,757	$268,639	-$40,118	-$20,059
Senior Engineer	Principal Engineer	$212,256	$238,783	$26,527	$13,264
				-$13,591	**-$6,795**

*This amount includes the estimated annual pension savings of $2,076.

Development Services

Staff requests to reclassify a vacant Construction Inspector I/II position to a Development Technician I/II position. Staff also requests to add a new Permit Technician I/II position. As the city continues to grow, these positions will provide support and respond to the increasing needs of the public and development community.

From	To	Current Salary & Benefits	Proposed Salary & Benefits	Annual Impact *	Impact for remaining FY 2022-23
Construction Inspector I/II	Development Technician I/II	$138,167	$112,624	-$25,543	-$12,772
	Permit Technician I/II		$111,412	$111,412	$55,706
				$85,869	**$42,934**

*This amount includes the estimated annual pension cost of $6,007.

Finance
Staff requests to reclassify a vacant Courier position to a Warehouse Worker I/II position. This will allow greater flexibility in assigning a broader scope of work and create efficiencies.

From	To	Current Salary & Benefits	Proposed Salary & Benefits	Annual Impact *	Impact for remaining FY 2022-23
Courier	Warehouse Worker I/II	$74,970	$98,212	$23,242	$11,621
				$23,242	**$11,621**

*This amount includes the estimated annual pension cost of $1,626.

Police
At a prior City Council meeting, Council approved adding a Senior Police Records Clerk position. The position was to be filled through a promotional recruitment with the resulting vacancy deleted from the Police Department position allocation schedule. With the promotional recruitment now concluded, staff is requesting the deletion of the vacated Police Records Clerk I/II position.

FISCAL IMPACT

Environmental Utilities Department
The EU Department salary savings in the Water utility will be $6,795 for the remainder of fiscal year (FY) 2022-23.

Development Services
The General Fund fiscal impact of $42,934 for the remainder of FY2022-23 will be fully offset by additional revenues. The ongoing cost of $85,869 will be incorporated in the proposed FY2023-24 budget.

Finance
The General Fund fiscal impact of $11,621 for the remainder of FY2022-23 will be fully offset from salary savings. The ongoing cost of $23,242 will be incorporated in the proposed FY2023-24 budget.

Police
The fiscal impact has already been accounted for with the approval of the promotional opportunity.

The total impact to the General Fund for the remainder of FY2022-23 is $54,555. The estimated savings to the Water Operations Fund for the remainder of FY2022-23 is $6,795.

ENVIRONMENTAL REVIEW

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

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal E - Deliver exceptional city services
Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Linda Hampton, Human Resources Manager

Stacey Peterson, Human Resources Director

Dominick Casey, City Manager

ATTACHMENTS:

Description

2022-12-10 Citywide Position Allocation Schedule

Position Allocation Control Report

Effective: 12-10-22

Position Code	Position Title	Allocated FTE
CAO220245001	Assistant City Attorney	1
CAO221200001	City Attorney	1
CAO221658002	Deputy City Attorney I/II	1
CAO221658001	Deputy City Attorney I/II	1
CAO224096002	Legal Clerk I/II	1
CAO224096001	Legal Clerk I/II	1
CAO225015001	Paralegal	1
CAO227123003	Senior Deputy City Attorney	1
CAO227123002	Senior Deputy City Attorney	1
CAO227123001	Senior Deputy City Attorney	1
Total for Department:	**CAO City Attorney**	10

Position Code	Position Title	Allocated FTE
CCD360250001	Assistant City Clerk	1
CCD361220001	City Clerk	1
CCD361227005	City Clerk Technician I/II	1
CCD361227004	City Clerk Technician I/II	1
CCD361227003	City Clerk Technician I/II	1
CCD361227002	City Clerk Technician I/II	1
CCD361227001	City Clerk Technician I/II	1
CCD361665002	Deputy City Clerk I/II	1
CCD361665001	Deputy City Clerk I/II	1
CCD369548006	Passport/Livescan Agent	0.5
CCD369548004	Passport/Livescan Agent	0.5
CCD369548002	Passport/Livescan Agent	1
CCD369548001	Passport/Livescan Agent	1
Total for Department:	**CCD City Clerk Department**	12

Position Code	Position Title	Allocated FTE
CMO140325002	Assistant City Manager	1
CMO140325001	Assistant City Manager	1
CMO141240001	City Manager	1
CMO142551002	Executive Assistant	1
CMO142551001	Executive Assistant	1
CMO1414449001	Management Analyst - City Manager	1
CMO144457001	Management Assistant I/II	1
Total for Department:	**CMO City Manager**	7

Position Code	Position Title	Allocated FTE
DSD660071001	Administrative Assistant	1
DSD660084001	Administrative Technician	1
DSD661005005	Associate (PE)/Assistant/Junior Engineer	1
DSD661005004	Associate (PE)/Assistant/Junior Engineer	1
DSD661005003	Associate (PE)/Assistant/Junior Engineer	1
DSD661005002	Associate (PE)/Assistant/Junior Engineer	1
DSD661005001	Associate (PE)/Assistant/Junior Engineer	1
DSD660820003	Associate Engineer	1
DSD660820001	Associate Engineer	1
DSD660900006	Associate/Assistant Planner	1
DSD660900005	Associate/Assistant Planner	1
DSD660900004	Associate/Assistant Planner	1
DSD660900003	Associate/Assistant Planner	1
DSD660900002	Associate/Assistant Planner	1
DSD660900001	Associate/Assistant Planner	1
DSD661017001	Building Inspection Supervisor	1
DSD661019008	Building Inspector I/II	1
DSD661019007	Building Inspector I/II	1
DSD661019006	Building Inspector I/II	1
DSD661019005	Building Inspector I/II	1
DSD661019004	Building Inspector I/II	1
DSD661019003	Building Inspector I/II	1
DSD661019002	Building Inspector I/II	1
DSD661019001	Building Inspector I/II	1
DSD661043001	Building Official	1
DSD661047004	Building Plans Examiner I/II	1
DSD661047003	Building Plans Examiner I/II	1
DSD661047002	Building Plans Examiner I/II	1
DSD661047001	Building Plans Examiner I/II	1
DSD661369005	Code Enforcement Inspector I/II	1
DSD661369004	Code Enforcement Inspector I/II	1
DSD661369003	Code Enforcement Inspector I/II	1
DSD661369002	Code Enforcement Inspector I/II	1
DSD661369001	Code Enforcement Inspector I/II	1
DSD661368001	Code Enforcement Supervisor	1
DSD661027001	Construction Inspection Superintendent	1
DSD661248001	Construction Inspection Supervisor	1
DSD661434005	Construction Inspector I/II	1
DSD661434004	Construction Inspector I/II	1
DSD661434003	Construction Inspector I/II	1
DSD661434002	Construction Inspector I/II	1
DSD661434001	Construction Inspector I/II	1
DSD661280001	Development Services Administrator	1
DSD661096002	Development Services Business Analyst I/II	1
DSD661096001	Development Services Business Analyst I/II	1
DSD661676001	Development Services Director	1
DSD661695001	Development Services Manager	1
DSD661672004	Development Technician I/II	1

DSD661672003	Development Technician I/II	1
DSD661672002	Development Technician I/II	1
DSD661672001	Development Technician I/II	1
DSD661277001	Engineering Manager	1
DSD662540001	Environmental Coordinator	1
DSD663412001	GIS Analyst I/II	1
DSD662214001	GIS Technician I/II	1
DSD660050001	Management Analyst I/II	1
DSD664957002	Office Assistant I/II	1
DSD664957001	Office Assistant I/II	1
DSD665279004	Permit Technician I/II	1
DSD665279003	Permit Technician I/II	1
DSD665279002	Permit Technician I/II	1
DSD665279001	Permit Technician I/II	1
DSD661501001	Permits Supervisor	1
DSD665309001	Planning Manager	1
DSD665514001	Principal Engineer	1
DSD667117001	Senior Building Inspector	1
DSD667195001	Senior Building Plans Examiner	1
DSD667121002	Senior Construction Inspector	1
DSD667121001	Senior Construction Inspector	1
DSD661097001	Senior Development Services Business Analyst	1
DSD667142003	Senior Engineer	1
DSD667142002	Senior Engineer	1
DSD661502001	Senior Permits Technician	1
DSD667180002	Senior Planner	1
DSD667180001	Senior Planner	1

Total for Department:	**DSD Development Services Department**	75

Position Code	**Position Title**	**Allocated FTE**
EDD541675001	Economic Development Analyst I/II	1
EDD541710001	Economic Development Director	1
EDD541001002	Economic Development Project Manager	1
EDD541001001	Economic Development Project Manager	1
EDD543402003	Housing Analyst I/II	1
EDD543402002	Housing Analyst I/II	1
EDD543402001	Housing Analyst I/II	1
EDD543589001	Housing Manager	1
EDD543590001	Housing Supervisor	1
EDD543592004	Housing Technician I/II	1
EDD543592003	Housing Technician I/II	1
EDD543592002	Housing Technician I/II	1
EDD543592001	Housing Technician I/II	1
EDD540050001	Management Analyst I/II	1
EDD544957001	Office Assistant I/II	1
EDD547148001	Senior Housing Technician	1

Total for Department:	**EDD Economic Development Department**	16

Position Code	Position Title	Allocated FTE
ELE701505001	AMI Project Manager	1
ELE700071001	Administrative Assistant	1
ELE700084005	Administrative Technician	1
ELE700084003	Administrative Technician	1
ELE700084002	Administrative Technician	1
ELE700084001	Administrative Technician	1
ELE700395003	Assistant Electric Utility Director	1
ELE700395002	Assistant Electric Utility Director	1
ELE700395001	Assistant Electric Utility Director	1
ELE701067008	Associate/Assistant Electric Analyst	1
ELE701067007	Associate/Assistant Electric Analyst	1
ELE701067006	Associate/Assistant Electric Analyst	1
ELE701067005	Associate/Assistant Electric Analyst	1
ELE701067004	Associate/Assistant Electric Analyst	1
ELE701067003	Associate/Assistant Electric Analyst	1
ELE701067002	Associate/Assistant Electric Analyst	1
ELE701067001	Associate/Assistant Electric Analyst	1
ELE701548002	Data Management Specialist I/II	1
ELE701548001	Data Management Specialist I/II	1
ELE701645001	Department Public Information Officer	1
ELE701312008	Electric Business Analyst I/II	1
ELE701312006	Electric Business Analyst I/II	1
ELE701312004	Electric Business Analyst I/II	1
ELE701312003	Electric Business Analyst I/II	1
ELE701312002	Electric Business Analyst I/II	1
ELE701312001	Electric Business Analyst I/II	1
ELE701312007	Electric Business Analyst I/II	1
ELE702335002	Electric Compliance Analyst I/II	1
ELE702335001	Electric Compliance Analyst I/II	1
ELE706285001	Electric Customer Programs Supervisor	1
ELE702330002	Electric Drafting Technician I/II	1
ELE702345005	Electric Engineering Technician I/II	1
ELE702345004	Electric Engineering Technician I/II	1
ELE702345003	Electric Engineering Technician I/II	1
ELE702345001	Electric Engineering Technician I/II	1
ELE702284001	Electric Engineering Technician Supervisor	1
ELE702286003	Electric Line Troubleshooter	1
ELE702286002	Electric Line Troubleshooter	1
ELE702286001	Electric Line Troubleshooter	1
ELE702212004	Electric Materials Technician I/II	1
ELE702212003	Electric Materials Technician I/II	1
ELE702212002	Electric Materials Technician I/II	1
ELE702212001	Electric Materials Technician I/II	1
ELE702338001	Electric Operations Manager	1
ELE702339002	Electric Operations Supervisor	1
ELE702339001	Electric Operations Supervisor	1
ELE702254001	Electric Preventive Data System Technician	1
ELE702316005	Electric Resources Planner I/II	1
ELE702316003	Electric Resources Planner I/II	1
ELE702316002	Electric Resources Planner I/II	1
ELE702316001	Electric Resources Planner I/II	1
ELE702216001	Electric Risk and Compliance Supervisor	1

ELE702319001	Electric Substation Supervisor	1
ELE702350003	Electric System Dispatcher	1
ELE702350002	Electric System Dispatcher	1
ELE702350001	Electric System Dispatcher	1
ELE702359003	Electric Technology System Technician	1
ELE702359002	Electric Technology System Technician	1
ELE702359001	Electric Technology System Technician	1
ELE709560001	Electric Technology Systems Administrator	1
ELE702320001	Electric Utility Director	1
ELE702215001	Electric Utility Financial Administrator	1
ELE709250003	Electric Utility Inspection Technician	1
ELE709250002	Electric Utility Inspection Technician	1
ELE709250001	Electric Utility Inspection Technician	1
ELE702285015	Electric/Apprentice Line Technician	1
ELE702285014	Electric/Apprentice Line Technician	1
ELE702285013	Electric/Apprentice Line Technician	1
ELE702285012	Electric/Apprentice Line Technician	1
ELE702285011	Electric/Apprentice Line Technician	1
ELE702285010	Electric/Apprentice Line Technician	1
ELE702285009	Electric/Apprentice Line Technician	1
ELE702285008	Electric/Apprentice Line Technician	1
ELE702285007	Electric/Apprentice Line Technician	1
ELE702285006	Electric/Apprentice Line Technician	1
ELE702285005	Electric/Apprentice Line Technician	1
ELE702285004	Electric/Apprentice Line Technician	1
ELE702285003	Electric/Apprentice Line Technician	1
ELE702285002	Electric/Apprentice Line Technician	1
ELE702285001	Electric/Apprentice Line Technician	1
ELE701085005	Electric/Apprentice Metering System Technician	1
ELE701085004	Electric/Apprentice Metering System Technician	1
ELE701085003	Electric/Apprentice Metering System Technician	1
ELE701085002	Electric/Apprentice Metering System Technician	1
ELE701085001	Electric/Apprentice Metering System Technician	1
ELE701083012	Electric/Apprentice Substation Technician	1
ELE701083011	Electric/Apprentice Substation Technician	1
ELE701083010	Electric/Apprentice Substation Technician	1
ELE701083009	Electric/Apprentice Substation Technician	1
ELE701083008	Electric/Apprentice Substation Technician	1
ELE701083007	Electric/Apprentice Substation Technician	1
ELE701083006	Electric/Apprentice Substation Technician	1
ELE701083005	Electric/Apprentice Substation Technician	1
ELE701083004	Electric/Apprentice Substation Technician	1
ELE701083003	Electric/Apprentice Substation Technician	1
ELE701083002	Electric/Apprentice Substation Technician	1
ELE701083001	Electric/Apprentice Substation Technician	1
ELE702466003	Energy Program Technician	1
ELE702466002	Energy Program Technician	1
ELE702501003	Energy Services Account Representative I/II	1
ELE702501002	Energy Services Account Representative I/II	1
ELE702501001	Energy Services Account Representative I/II	1
ELE701082001	Generation Maintenance Scheduler-Coordinator	1
ELE701648001	Government Relations Representative I/II	1
ELE703608003	Instrument and Control Technician	1
ELE703608002	Instrument and Control Technician	1
ELE703608001	Instrument and Control Technician	1

ELE704517002	Marketing and Communication Analyst I/II	0.5
ELE704517001	Marketing and Communication Analyst I/II	1
ELE704540003	Meter Reader	1
ELE704540002	Meter Reader	1
ELE704540001	Meter Reader	1
ELE704534001	Meter Service Worker	1
ELE704957004	Office Assistant I/II	1
ELE704957003	Office Assistant I/II	1
ELE704957002	Office Assistant I/II	1
ELE704957001	Office Assistant I/II	1
ELE705596004	Power Engineer I/II	1
ELE705596003	Power Engineer I/II	1
ELE705596002	Power Engineer I/II	1
ELE705596001	Power Engineer I/II	1
ELE705505001	Power Engineering Manager	1
ELE705600001	Power Generation Superintendent	1
ELE705591002	Power Plant Engineer I/II	1
ELE705591001	Power Plant Engineer I/II	1
ELE705526003	Power Plant Mechanic	1
ELE705526002	Power Plant Mechanic	1
ELE705526001	Power Plant Mechanic	1
ELE705530002	Power Plant Operations and Maintenance Supervisor	1
ELE705530001	Power Plant Operations and Maintenance Supervisor	1
ELE705523009	Power Plant Operator Technician I/II	1
ELE705523008	Power Plant Operator Technician I/II	1
ELE705523007	Power Plant Operator Technician I/II	1
ELE705523006	Power Plant Operator Technician I/II	1
ELE705523005	Power Plant Operator Technician I/II	1
ELE705523004	Power Plant Operator Technician I/II	1
ELE705523003	Power Plant Operator Technician I/II	1
ELE705523002	Power Plant Operator Technician I/II	1
ELE705523001	Power Plant Operator Technician I/II	1
ELE705535001	Power Supply and Portfolio Administrator	1
ELE707128004	Senior Electric Business Analyst	1
ELE707128003	Senior Electric Business Analyst	1
ELE707128002	Senior Electric Business Analyst	1
ELE707128001	Senior Electric Business Analyst	1
ELE707118005	Senior Electric Line Technician	1
ELE707118004	Senior Electric Line Technician	1
ELE707118003	Senior Electric Line Technician	1
ELE707118002	Senior Electric Line Technician	1
ELE707118001	Senior Electric Line Technician	1
ELE707169001	Senior Electric Materials Technician	1
ELE701036001	Senior Electric Metering Systems Technician	1
ELE707126003	Senior Electric Substation Technician	1
ELE707126002	Senior Electric Substation Technician	1
ELE707126001	Senior Electric Substation Technician	1
ELE707168001	Senior Electric System Dispatcher	1
ELE701023001	Senior Electric Technology Systems Analyst	1
ELE707163002	Senior Energy Services Account Representative	1
ELE707163001	Senior Energy Services Account Representative	1
ELE707161001	Senior GIS Analyst	1
ELE707200001	Senior Meter Service Worker	1
ELE707151002	Senior Power Engineer	1

ELE707151001	Senior Power Engineer	1
ELE705555001	Senior Power Plant Engineer	1
ELE707152004	Senior Power Plant Operator Technician	1
ELE707152003	Senior Power Plant Operator Technician	1
ELE707152002	Senior Power Plant Operator Technician	1
ELE707152001	Senior Power Plant Operator Technician	1
ELE701029002	Senior Utility Billing Analyst	1
ELE701029001	Senior Utility Billing Analyst	1
ELE701103001	Senior Utility Billing Customer Service Field Representative	1
ELE701044003	Senior Utility Customer Service Specialist	1
ELE701044002	Senior Utility Customer Service Specialist	1
ELE701044001	Senior Utility Customer Service Specialist	1
ELE703315005	Utility Billing Analyst I/II	1
ELE703315004	Utility Billing Analyst I/II	1
ELE703315003	Utility Billing Analyst I/II	1
ELE703315002	Utility Billing Analyst I/II	1
ELE703315001	Utility Billing Analyst I/II	1
ELE701104001	Utility Billing Customer Service Field Rep I/II	1
ELE70920001	Utility Billing Operations Manager	1
ELE701041001	Utility Billing and Field Services Supervisor	1
ELE701049015	Utility Customer Service Representative I/II	1
ELE701049014	Utility Customer Service Representative I/II	1
ELE701049013	Utility Customer Service Representative I/II	1
ELE701049012	Utility Customer Service Representative I/II	1
ELE701049011	Utility Customer Service Representative I/II	0.75
ELE701049010	Utility Customer Service Representative I/II	0.5
ELE701049009	Utility Customer Service Representative I/II	1
ELE701049008	Utility Customer Service Representative I/II	0.5
ELE701049007	Utility Customer Service Representative I/II	1
ELE701049006	Utility Customer Service Representative I/II	1
ELE701049005	Utility Customer Service Representative I/II	1
ELE701049004	Utility Customer Service Representative I/II	1
ELE701049001	Utility Customer Service Representative I/II	1
ELE701046005	Utility Customer Service Specialist I/II	1
ELE701046004	Utility Customer Service Specialist I/II	1
ELE701046003	Utility Customer Service Specialist I/II	1
ELE701046002	Utility Customer Service Specialist I/II	1
ELE701046001	Utility Customer Service Specialist I/II	1
ELE701042001	Utility Customer Service Supervisor	1
ELE701646001	Utility Government Relations Administrator	1
Total for Department:	**ELE Electric Department**	199.25*

*2 positions will be eliminated after promotion process has been completed

Position Code	Position Title	Allocated FTE
EUD740071001	Administrative Assistant	1
EUD741003001	Administrative Supervisor	1
EUD740084004	Administrative Technician	1
EUD740084003	Administrative Technician	1
EUD740084002	Administrative Technician	1
EUD740084001	Administrative Technician	1
EUD740411003	Assistant Environmental Utilities Director	1
EUD740411001	Assistant Environmental Utilities Director	1

EUD741005002	Associate (PE)/Assistant/Junior Engineer	1
EUD741005001	Associate (PE)/Assistant/Junior Engineer	1
EUD740820002	Associate Engineer	1
EUD740820001	Associate Engineer	1
EUD741548003	Data Management Specialist I/II	1
EUD741548002	Data Management Specialist I/II	1
EUD741548001	Data Management Specialist I/II	1
EUD749561001	Data Management System Administrator	1
EUD741645001	Department Public Information Officer	1
EUD741672001	Development Technician I/II	1
EUD749550001	ERP Business Analyst I/II	1
EUD741350002	Engineering Technician I/II	1
EUD741350001	Engineering Technician I/II	1
EUD742544002	Environmental Compliance Specialist I/II	1
EUD742544001	Environmental Compliance Specialist I/II	1
EUD742548001	Environmental Utilities Business Administrator	1
EUD742547004	Environmental Utilities Business Analyst I/II	1
EUD742547003	Environmental Utilities Business Analyst I/II	1
EUD742547002	Environmental Utilities Business Analyst I/II	1
EUD742547001	Environmental Utilities Business Analyst I/II	1
EUD741684001	Environmental Utilities Director	1
EUD741038006	Environmental Utilities Instrument and Control Technician I/II	1
EUD741038005	Environmental Utilities Instrument and Control Technician I/II	1
EUD741038004	Environmental Utilities Instrument and Control Technician I/II	1
EUD741038003	Environmental Utilities Instrument and Control Technician I/II	1
EUD741038002	Environmental Utilities Instrument and Control Technician I/II	1
EUD741038001	Environmental Utilities Instrument and Control Technician I/II	1
EUD741024001	Environmental Utilities Maintenance Superintendent	1
EUD742541003	Environmental Utility Compliance Administrator	1
EUD742541002	Environmental Utility Compliance Administrator	1
EUD742541001	Environmental Utility Compliance Administrator	1
EUD743412003	GIS Analyst I/II	1
EUD743412002	GIS Analyst I/II	1
EUD743412001	GIS Analyst I/II	1
EUD741648001	Government Relations Representative I/II	1
EUD743604001	Industrial Waste Specialist	1
EUD743610002	Industrial Waste Technician	1
EUD743732002	Interpretive Services Specialist I/II	1
EUD743732001	Interpretive Services Specialist I/II	1
EUD744020005	Laboratory Technician I/II	1
EUD744020004	Laboratory Technician I/II	1
EUD744020003	Laboratory Technician I/II	1
EUD744020001	Laboratory Technician I/II	1
EUD740050001	Management Analyst I/II	1
EUD744517003	Marketing and Communication Analyst I/II	1
EUD744517002	Marketing and Communication Analyst I/II	1
EUD744520002	Materials Technician	1
EUD744520001	Materials Technician	1
EUD744957012	Office Assistant I/II	1
EUD744957011	Office Assistant I/II	1
EUD744957010	Office Assistant I/II	1

EUD744957009	Office Assistant I/II	1
EUD744957008	Office Assistant I/II	1
EUD744957006	Office Assistant I/II	1
EUD744957005	Office Assistant I/II	1
EUD744957004	Office Assistant I/II	1
EUD744957003	Office Assistant I/II	1
EUD744957002	Office Assistant I/II	1
EUD744957001	Office Assistant I/II	1
EUD741028001	Organics Truck Driver	1
EUD745319003	Plant and Equipment Maintenance Worker I/II	1
EUD745319002	Plant and Equipment Maintenance Worker I/II	1
EUD745319001	Plant and Equipment Maintenance Worker I/II	1
EUD745328006	Plant and Equipment Mechanic I/II	1
EUD745328005	Plant and Equipment Mechanic I/II	1
EUD745328004	Plant and Equipment Mechanic I/II	1
EUD745328003	Plant and Equipment Mechanic I/II	1
EUD745328002	Plant and Equipment Mechanic I/II	1
EUD745328001	Plant and Equipment Mechanic I/II	1
EUD745402001	Predictive Maintenance Technician I/II	1
EUD745533002	Preventative Maintenance Coordinator	1
EUD745533001	Preventative Maintenance Coordinator	1
EUD745519002	Preventative Maintenance Supervisor	1
EUD745519001	Preventative Maintenance Supervisor	1
EUD745502005	Preventative Maintenance Technician I/II	1
EUD745502004	Preventative Maintenance Technician I/II	1
EUD745502003	Preventative Maintenance Technician I/II	1
EUD745502002	Preventative Maintenance Technician I/II	1
EUD745502001	Preventative Maintenance Technician I/II	1
EUD745514003	Principal Engineer	1
EUD745514002	Principal Engineer	1
EUD745514001	Principal Engineer	1
EUD741004001	Process Engineer	1
EUD746150001	Recycling and Organics Coordinator	1
EUD746226005	Refuse Maintenance Worker I/II	1
EUD746226004	Refuse Maintenance Worker I/II	1
EUD746226003	Refuse Maintenance Worker I/II	1
EUD746226002	Refuse Maintenance Worker I/II	1
EUD746226001	Refuse Maintenance Worker I/II	1
EUD746231001	Refuse Superintendent	1
EUD746235004	Refuse Supervisor	1
EUD746235003	Refuse Supervisor	1
EUD746235002	Refuse Supervisor	1
EUD746235001	Refuse Supervisor	1
EUD746304042	Refuse Truck Driver I/II	1
EUD746304040	Refuse Truck Driver I/II	1
EUD746304039	Refuse Truck Driver I/II	1
EUD746304038	Refuse Truck Driver I/II	1
EUD746304037	Refuse Truck Driver I/II	1
EUD746304036	Refuse Truck Driver I/II	1
EUD746304035	Refuse Truck Driver I/II	1
EUD746304034	Refuse Truck Driver I/II	1
EUD746304033	Refuse Truck Driver I/II	1
EUD746304032	Refuse Truck Driver I/II	1
EUD746304031	Refuse Truck Driver I/II	1
EUD746304030	Refuse Truck Driver I/II	1

EUD746304029	Refuse Truck Driver I/II	1
EUD746304028	Refuse Truck Driver I/II	1
EUD746304027	Refuse Truck Driver I/II	1
EUD746304026	Refuse Truck Driver I/II	1
EUD746304025	Refuse Truck Driver I/II	1
EUD746304024	Refuse Truck Driver I/II	1
EUD746304023	Refuse Truck Driver I/II	1
EUD746304022	Refuse Truck Driver I/II	1
EUD746304021	Refuse Truck Driver I/II	1
EUD746304020	Refuse Truck Driver I/II	1
EUD746304019	Refuse Truck Driver I/II	1
EUD746304018	Refuse Truck Driver I/II	1
EUD746304017	Refuse Truck Driver I/II	1
EUD746304016	Refuse Truck Driver I/II	1
EUD746304015	Refuse Truck Driver I/II	1
EUD746304014	Refuse Truck Driver I/II	1
EUD746304013	Refuse Truck Driver I/II	1
EUD746304012	Refuse Truck Driver I/II	1
EUD746304011	Refuse Truck Driver I/II	1
EUD746304010	Refuse Truck Driver I/II	1
EUD746304009	Refuse Truck Driver I/II	1
EUD746304008	Refuse Truck Driver I/II	1
EUD746304007	Refuse Truck Driver I/II	1
EUD746304006	Refuse Truck Driver I/II	1
EUD746304005	Refuse Truck Driver I/II	1
EUD746304004	Refuse Truck Driver I/II	1
EUD746304003	Refuse Truck Driver I/II	1
EUD746304002	Refuse Truck Driver I/II	1
EUD746304001	Refuse Truck Driver I/II	1
EUD746244001	Refuse and Stormwater Manager	1
EUD747020002	SCADA System Technician	1
EUD747020001	SCADA System Technician	1
EUD746500002	Safety Coordinator	1
EUD746500001	Safety Coordinator	1
EUD747142004	Senior Engineer	1
EUD747142002	Senior Engineer	1
EUD747142001	Senior Engineer	1
EUD741065001	Senior Environmental Utilities Business Analyst	1
EUD747161001	Senior GIS Analyst	1
EUD743733001	Senior Interpretive Services Specialist	1
EUD747284003	Senior Preventative Maintenance Technician	1
EUD747284002	Senior Preventative Maintenance Technician	1
EUD747284001	Senior Preventative Maintenance Technician	1
EUD747129007	Senior Refuse Truck Driver	1
EUD747129006	Senior Refuse Truck Driver	1
EUD747129005	Senior Refuse Truck Driver	1
EUD747129004	Senior Refuse Truck Driver	1
EUD747129003	Senior Refuse Truck Driver	1
EUD747129002	Senior Refuse Truck Driver	1
EUD747129001	Senior Refuse Truck Driver	1
EUD749559001	Senior SCADA System Technician	1
EUD741279001	Senior Solid Waste Billing Technician	1
EUD747202004	Senior Wastewater Utility Maintenance Worker	1
EUD747202003	Senior Wastewater Utility Maintenance Worker	1
EUD747202002	Senior Wastewater Utility Maintenance Worker	1

EUD747202001	Senior Wastewater Utility Maintenance Worker	1
EUD747202005	Senior Wastewater Utility Maintenance Worker	1
EUD747204007	Senior Water Distribution Worker	1
EUD747204006	Senior Water Distribution Worker	1
EUD747204005	Senior Water Distribution Worker	1
EUD747204004	Senior Water Distribution Worker	1
EUD747204003	Senior Water Distribution Worker	1
EUD747204002	Senior Water Distribution Worker	1
EUD747204001	Senior Water Distribution Worker	1
EUD747324001	Solid Waste Billing Technician	1
EUD741102001	Utility Exploration Center Supervisor	1
EUD741646001	Utility Government Relations Administrator	1
EUD741099002	Waste Services Clerk I/II	1
EUD741099001	Waste Services Clerk I/II	1
EUD748978002	Wasterwater Collection Supervisor	1
EUD748980001	Wastewater Collection Superintendent	1
EUD748978003	Wastewater Collection Supervisor	1
EUD748978001	Wastewater Collection Supervisor	1
EUD749040001	Wastewater Treatment Plant Chief Operator	1
EUD749025009	Wastewater Treatment Plant Operator Grade I/II/III 8Hr	1
EUD749025008	Wastewater Treatment Plant Operator Grade I/II/III 8Hr	1
EUD749025006	Wastewater Treatment Plant Operator Grade I/II/III 8Hr	1
EUD749025005	Wastewater Treatment Plant Operator Grade I/II/III 8Hr	1
EUD749025004	Wastewater Treatment Plant Operator Grade I/II/III 8Hr	1
EUD749025003	Wastewater Treatment Plant Operator Grade I/II/III 8Hr	1
EUD749025002	Wastewater Treatment Plant Operator Grade I/II/III 8Hr	1
EUD749025001	Wastewater Treatment Plant Operator Grade I/II/III 8Hr	1
EUD749025010	Wastewater Treatment Plant Operator Grade III 24Hr	1
EUD749025007	Wastewater Treatment Plant Operator Grade III 24Hr	1
EUD749020004	Wastewater Treatment Plant Operator Grade III 24Hr	1
EUD749020003	Wastewater Treatment Plant Operator Grade III 24Hr	1
EUD749020002	Wastewater Treatment Plant Operator Grade III 24Hr	1
EUD749020001	Wastewater Treatment Plant Operator Grade III 24Hr	1
EUD749030002	Wastewater Treatment Plant Operator Grade IV	1
EUD749030001	Wastewater Treatment Plant Operator Grade IV	1
EUD749029026	Wastewater Utility Maintenance Worker I/II	1
EUD749029025	Wastewater Utility Maintenance Worker I/II	1
EUD749029024	Wastewater Utility Maintenance Worker I/II	1
EUD749029022	Wastewater Utility Maintenance Worker I/II	1
EUD749029021	Wastewater Utility Maintenance Worker I/II	1
EUD749029020	Wastewater Utility Maintenance Worker I/II	1
EUD749029019	Wastewater Utility Maintenance Worker I/II	1
EUD749029018	Wastewater Utility Maintenance Worker I/II	1
EUD749029017	Wastewater Utility Maintenance Worker I/II	1
EUD749029016	Wastewater Utility Maintenance Worker I/II	1
EUD749029015	Wastewater Utility Maintenance Worker I/II	1
EUD749029014	Wastewater Utility Maintenance Worker I/II	1

EUD749029013	Wastewater Utility Maintenance Worker I/II	1
EUD749029012	Wastewater Utility Maintenance Worker I/II	1
EUD749029011	Wastewater Utility Maintenance Worker I/II	1
EUD749029010	Wastewater Utility Maintenance Worker I/II	1
EUD749029009	Wastewater Utility Maintenance Worker I/II	1
EUD749029008	Wastewater Utility Maintenance Worker I/II	1
EUD749029007	Wastewater Utility Maintenance Worker I/II	1
EUD749029006	Wastewater Utility Maintenance Worker I/II	1
EUD749029005	Wastewater Utility Maintenance Worker I/II	1
EUD749029004	Wastewater Utility Maintenance Worker I/II	1
EUD749029003	Wastewater Utility Maintenance Worker I/II	1
EUD749029002	Wastewater Utility Maintenance Worker I/II	1
EUD749029001	Wastewater Utility Maintenance Worker I/II	1
EUD749029023	Wastewater Utility Maintenance Worker I/II	1
EUD749045001	Wastewater Utility Manager	1
EUD749047001	Water Conservation Administrator	1
EUD749078001	Water Conservation Specialist	1
EUD749051005	Water Conservation Worker I/II	1
EUD749051004	Water Conservation Worker I/II	1
EUD749051003	Water Conservation Worker I/II	1
EUD749051002	Water Conservation Worker I/II	1
EUD749051001	Water Conservation Worker I/II	1
EUD749085001	Water Distribution Superintendent	1
EUD749084004	Water Distribution Supervisor	1
EUD749084003	Water Distribution Supervisor	1
EUD749084002	Water Distribution Supervisor	1
EUD749084001	Water Distribution Supervisor	1
EUD749248023	Water Distribution Worker I/II	1
EUD749248022	Water Distribution Worker I/II	1
EUD749248021	Water Distribution Worker I/II	1
EUD749248020	Water Distribution Worker I/II	1
EUD749248019	Water Distribution Worker I/II	1
EUD749248018	Water Distribution Worker I/II	1
EUD749248017	Water Distribution Worker I/II	1
EUD749248016	Water Distribution Worker I/II	1
EUD749248015	Water Distribution Worker I/II	1
EUD749248014	Water Distribution Worker I/II	1
EUD749248013	Water Distribution Worker I/II	1
EUD749248012	Water Distribution Worker I/II	1
EUD749248011	Water Distribution Worker I/II	1
EUD749248010	Water Distribution Worker I/II	1
EUD749248009	Water Distribution Worker I/II	1
EUD749248008	Water Distribution Worker I/II	1
EUD749248007	Water Distribution Worker I/II	1
EUD749248006	Water Distribution Worker I/II	1
EUD749248005	Water Distribution Worker I/II	1
EUD749248004	Water Distribution Worker I/II	1
EUD749248003	Water Distribution Worker I/II	1
EUD749248002	Water Distribution Worker I/II	1
EUD749248001	Water Distribution Worker I/II	1
EUD749101001	Water Quality Lab Supervisor	1
EUD749101002	Water Quality Lab Supervisor	1
EUD741053001	Water Quality Technician	1
EUD749175001	Water Treatment Plant Chief Operator	1
EUD749230006	Water Treatment Plant Operator Grade I/II/III 24Hr	1

EUD749230005	Water Treatment Plant Operator Grade I/II/III 24Hr	1
EUD749230004	Water Treatment Plant Operator Grade I/II/III 24Hr	1
EUD749230003	Water Treatment Plant Operator Grade I/II/III 24Hr	1
EUD749230002	Water Treatment Plant Operator Grade I/II/III 24Hr	1
EUD749230001	Water Treatment Plant Operator Grade I/II/III 24Hr	1
EUD749244001	Water Utility Manager	1

Total for Department:	**EUD Environmental Utilities Department**	277

Position Code	Position Title	Allocated FTE
FIN240040003	Accountant I/II	1
FIN240040002	Accountant I/II	1
FIN240040001	Accountant I/II	1
FIN241370001	Accounting Manager	1
FIN240043001	Accounting Supervisor	1
FIN249427001	Accounts Payable Supervisor	1
FIN240084001	Administrative Technician	1
FIN241021001	Assistant City Manager/Chief Financial Officer	1
FIN2421026001	Assistant Finance Director	1
FIN240915004	Budget Analyst I/II	1
FIN240915003	Budget Analyst I/II	1
FIN240915002	Budget Analyst I/II	1
FIN240915001	Budget Analyst I/II	1
FIN240930001	Budget Manager	1
FIN241060004	Buyer I/II	1
FIN241060003	Buyer I/II	1
FIN241060002	Buyer I/II	1
FIN241060001	Buyer I/II	1
FIN249550004	ERP Business Analyst I/II	1
FIN249550003	ERP Business Analyst I/II	1
FIN249550002	ERP Business Analyst I/II	1
FIN249550001	ERP Business Analyst I/II	1
FIN246520001	ERP Program Manager	1
FIN242900001	Finance Manager	1
FIN243326007	Finance Technician I/II	0.625
FIN243326006	Finance Technician I/II	1
FIN243326005	Finance Technician I/II	1
FIN243326004	Finance Technician I/II	1
FIN243326003	Finance Technician I/II	1
FIN243326002	Finance Technician I/II	1
FIN243326001	Finance Technician I/II	1
FIN240050001	Management Analyst I/II	1
FIN244457001	Management Assistant I/II	1
FIN249428001	Payroll Supervisor	1
FIN245101004	Payroll Technician I/II	0.6
FIN245101003	Payroll Technician I/II	1
FIN245101002	Payroll Technician I/II	1
FIN245101001	Payroll Technician I/II	1
FIN245652001	Purchasing and Warehouse Manager	1
FIN241051003	Senior Accountant	1
FIN241051002	Senior Accountant	1
FIN241051001	Senior Accountant	1
FIN247139001	Senior Buyer	1

FIN247141002	Senior Payroll Technician		1
FIN247141001	Senior Payroll Technician		1
FIN247203001	Senior Warehouse Worker		1
FIN248952001	Warehouse Worker I/II		1
FIN248952002	Warehouse Worker I/II		1
Total for Department:		**FIN Finance Department**	47.225

Position Code	Position Title	Allocated FTE
FIR480071001	Administrative Assistant	1
FIR480084001	Administrative Technician	1
FIR480480001	Assistant Fire Chief	1
FIR481645001	Department Public Information Officer	1
FIR482415001	EMS Quality Assurance Coordinator	1
FIR480905007	Fire Battalion Chief	1
FIR480905006	Fire Battalion Chief	1
FIR480905004	Fire Battalion Chief	1
FIR480905003	Fire Battalion Chief	1
FIR480905002	Fire Battalion Chief	1
FIR480905001	Fire Battalion Chief	1
FIR480905005	Fire Battalion Chief	1
FIR483320030	Fire Captain	1
FIR483320029	Fire Captain	1
FIR483320028	Fire Captain	1
FIR483320027	Fire Captain	1
FIR483320026	Fire Captain	1
FIR483320025	Fire Captain	1
FIR483320024	Fire Captain	1
FIR483320023	Fire Captain	1
FIR483320022	Fire Captain	1
FIR483320021	Fire Captain	1
FIR483320020	Fire Captain	1
FIR483320019	Fire Captain	1
FIR483320018	Fire Captain	1
FIR483320017	Fire Captain	1
FIR483320016	Fire Captain	1
FIR483320015	Fire Captain	1
FIR483320014	Fire Captain	1
FIR483320013	Fire Captain	1
FIR483320012	Fire Captain	1
FIR483320011	Fire Captain	1
FIR483320010	Fire Captain	1
FIR483320009	Fire Captain	1
FIR483320008	Fire Captain	1
FIR483320007	Fire Captain	1
FIR483320006	Fire Captain	1
FIR483320005	Fire Captain	1
FIR483320004	Fire Captain	1
FIR483320003	Fire Captain	1
FIR483320002	Fire Captain	1
FIR483320001	Fire Captain	1
FIR483330001	Fire Chief	1
FIR483332002	Fire Division Chief	1
FIR483332001	Fire Division Chief	1

FIR483340030	Fire Engineer	1
FIR483340029	Fire Engineer	1
FIR483340028	Fire Engineer	1
FIR483340027	Fire Engineer	1
FIR483340026	Fire Engineer	1
FIR483340025	Fire Engineer	1
FIR483340024	Fire Engineer	1
FIR483340023	Fire Engineer	1
FIR483340022	Fire Engineer	1
FIR483340021	Fire Engineer	1
FIR483340020	Fire Engineer	1
FIR483340019	Fire Engineer	1
FIR483340018	Fire Engineer	1
FIR483340017	Fire Engineer	1
FIR483340016	Fire Engineer	1
FIR483340015	Fire Engineer	1
FIR483340014	Fire Engineer	1
FIR483340013	Fire Engineer	1
FIR483340012	Fire Engineer	1
FIR483340011	Fire Engineer	1
FIR483340010	Fire Engineer	1
FIR483340009	Fire Engineer	1
FIR483340008	Fire Engineer	1
FIR483340007	Fire Engineer	1
FIR483340006	Fire Engineer	1
FIR483340005	Fire Engineer	1
FIR483340004	Fire Engineer	1
FIR483340003	Fire Engineer	1
FIR483340002	Fire Engineer	1
FIR483340001	Fire Engineer	1
FIR481022001	Fire and Environmental Inspection Supervisor	1
FIR483377005	Fire and Environmental Safety Inspector I/II	1
FIR483377004	Fire and Environmental Safety Inspector I/II	1
FIR483377003	Fire and Environmental Safety Inspector I/II	1
FIR483377002	Fire and Environmental Safety Inspector I/II	1
FIR483377001	Fire and Environmental Safety Inspector I/II	1
FIR483355036	Firefighter Paramedic I/II	1
FIR483355035	Firefighter Paramedic I/II	1
FIR483355034	Firefighter Paramedic I/II	1
FIR483355033	Firefighter Paramedic I/II	1
FIR483355032	Firefighter Paramedic I/II	1
FIR483355031	Firefighter Paramedic I/II	1
FIR483355030	Firefighter Paramedic I/II	1
FIR483355029	Firefighter Paramedic I/II	1
FIR483355028	Firefighter Paramedic I/II	1
FIR483355027	Firefighter Paramedic I/II	1
FIR483355026	Firefighter Paramedic I/II	1
FIR483355025	Firefighter Paramedic I/II	1
FIR483355024	Firefighter Paramedic I/II	1
FIR483355023	Firefighter Paramedic I/II	1
FIR483355022	Firefighter Paramedic I/II	1
FIR483355021	Firefighter Paramedic I/II	1
FIR483355020	Firefighter Paramedic I/II	1
FIR483355019	Firefighter Paramedic I/II	1
FIR483355018	Firefighter Paramedic I/II	1

FIR483355017	Firefighter Paramedic I/II	1
FIR483355016	Firefighter Paramedic I/II	1
FIR483355015	Firefighter Paramedic I/II	1
FIR483355014	Firefighter Paramedic I/II	1
FIR483355013	Firefighter Paramedic I/II	1
FIR483355012	Firefighter Paramedic I/II	1
FIR483355011	Firefighter Paramedic I/II	1
FIR483355010	Firefighter Paramedic I/II	1
FIR483355009	Firefighter Paramedic I/II	1
FIR483355008	Firefighter Paramedic I/II	1
FIR483355007	Firefighter Paramedic I/II	1
FIR483355006	Firefighter Paramedic I/II	1
FIR483355005	Firefighter Paramedic I/II	1
FIR483355004	Firefighter Paramedic I/II	1
FIR483355003	Firefighter Paramedic I/II	1
FIR483355002	Firefighter Paramedic I/II	1
FIR483355001	Firefighter Paramedic I/II	1
FIR483412001	GIS Analyst I/II	1
FIR480050001	Management Analyst I/II	1
FIR484957001	Office Assistant I/II	1
Total for Department:	**FIR Fire Department**	120

Position Code	Position Title	Allocated FTE
HRD280071001	Administrative Assistant	1
HRD280484001	Assistant Human Resources Director	1
HRD283596003	Human Resources Analyst I/II	1
HRD283596002	Human Resources Analyst I/II	1
HRD283596001	Human Resources Analyst I/II	1
HRD283598001	Human Resources Director	1
HRD283599001	Human Resources Manager	1
HRD285235008	Human Resources Technician	1
HRD285235007	Human Resources Technician	1
HRD285235006	Human Resources Technician	1
HRD285235005	Human Resources Technician	1
HRD285235004	Human Resources Technician	1
HRD285235003	Human Resources Technician	1
HRD285235002	Human Resources Technician	1
HRD285235001	Human Resources Technician	1
HRD286450001	Risk Manager	1
HRD287178002	Senior Human Resources Technician	1
HRD287178001	Senior Human Resources Technician	1
Total for Department:	**HRD Human Resources Department**	18

Position Code	Position Title	Allocated FTE
ITD320084001	Administrative Technician	1
ITD329558002	Assistant Information Technology Director	1
ITD329558001	Assistant Information Technology Director	1
ITD321362012	Business Systems Analyst I/II	1

ITD321362011	Business Systems Analyst I/II	1
ITD321362010	Business Systems Analyst I/II	1
ITD321362009	Business Systems Analyst I/II	1
ITD321362008	Business Systems Analyst I/II	1
ITD321362007	Business Systems Analyst I/II	1
ITD321362006	Business Systems Analyst I/II	1
ITD321362005	Business Systems Analyst I/II	1
ITD321362004	Business Systems Analyst I/II	1
ITD321362003	Business Systems Analyst I/II	1
ITD321362002	Business Systems Analyst I/II	1
ITD321362001	Business Systems Analyst I/II	1
ITD321180001	Chief Information Officer	1
ITD321552007	Database Analyst I/II	1
ITD321552006	Database Analyst I/II	1
ITD321552005	Database Analyst I/II	1
ITD321552004	Database Analyst I/II	1
ITD321552003	Database Analyst I/II	1
ITD321552002	Database Analyst I/II	1
ITD321552001	Database Analyst I/II	1
ITD323625001	Information Security Administrator	1
ITD323794013	Information Technology Analyst I/II	1
ITD323794012	Information Technology Analyst I/II	1
ITD323794010	Information Technology Analyst I/II	1
ITD323794009	Information Technology Analyst I/II	1
ITD323794007	Information Technology Analyst I/II	1
ITD323794006	Information Technology Analyst I/II	1
ITD323794005	Information Technology Analyst I/II	1
ITD323794002	Information Technology Analyst I/II	1
ITD323794001	Information Technology Analyst I/II	1
ITD329542001	Information Technology Client Services Supervisor	1
ITD323602005	Information Technology Program Manager	1
ITD323602004	Information Technology Program Manager	1
ITD323602003	Information Technology Program Manager	1
ITD323602002	Information Technology Program Manager	1
ITD323602001	Information Technology Program Manager	1
ITD323618003	Information Technology Technician I/II	1
ITD323618002	Information Technology Technician I/II	1
ITD323618001	Information Technology Technician I/II	1
ITD320050001	Management Analyst I/II	1
ITD321089003	Security Analyst I/II	1
ITD321089002	Security Analyst I/II	1
ITD321089001	Security Analyst I/II	1
ITD327130003	Senior Business Systems Analyst	1
ITD327130002	Senior Business Systems Analyst	1
ITD327130001	Senior Business Systems Analyst	1
ITD327145001	Senior Database Analyst	1
ITD327149003	Senior Information Technology Technician	1
ITD321091007	Systems Architect	1
ITD321091006	Systems Architect	1
ITD321091005	Systems Architect	1
ITD321091004	Systems Architect	1
ITD321091003	Systems Architect	1
ITD321091002	Systems Architect	1
ITD321091001	Systems Architect	1

Total for Department:	**ITD Information Technology Department**	58*

*7 positions will be eliminated after promotion process has been completed

Position Code	Position Title	Allocated FTE
PAC181645001	Department Public Information Officer	1
PAC181659001	Deputy City Manager	1
CMO143451001	Government Relations Administrator	1
PAC184517002	Marketing and Communication Analyst I/II	1
PAC184517001	Marketing and Communication Analyst I/II	1
PAC181108001	Public Affairs and Communication Manager	1
PAC188426001	Video and Multimedia Technician	1

Total for Department:	**PAC Public Affairs and Communications**	7

Position Code	Position Title	Allocated FTE
POL440071001	Administrative Assistant	1
POL440100003	Animal Control Officer	1
POL440100002	Animal Control Officer	1
POL440100001	Animal Control Officer	1
POL440110001	Animal Control Supervisor	1
POL441430004	Communications Supervisor	1
POL441430003	Communications Supervisor	1
POL441430002	Communications Supervisor	1
POL441430001	Communications Supervisor	1
POL441380010	Community Services Officer I/II	1
POL441380009	Community Services Officer I/II	1
POL441380008	Community Services Officer I/II	1
POL441380007	Community Services Officer I/II	1
POL441380006	Community Services Officer I/II	1
POL441380005	Community Services Officer I/II	1
POL441380004	Community Services Officer I/II	1
POL441380003	Community Services Officer I/II	1
POL441380002	Community Services Officer I/II	1
POL441380001	Community Services Officer I/II	1
POL441475002	Crime Analyst	1
POL441475001	Crime Analyst	1
POL441645001	Department Public Information Officer	1
POL441700021	Dispatcher I/II	1
POL441700020	Dispatcher I/II	1
POL441700019	Dispatcher I/II	1
POL441700018	Dispatcher I/II	1
POL441700017	Dispatcher I/II	1
POL441700016	Dispatcher I/II	1
POL441700015	Dispatcher I/II	1
POL441700014	Dispatcher I/II	1
POL441700013	Dispatcher I/II	1
POL441700012	Dispatcher I/II	1
POL441700011	Dispatcher I/II	1
POL441700010	Dispatcher I/II	1

POL441700009	Dispatcher I/II	1
POL441700008	Dispatcher I/II	1
POL441700007	Dispatcher I/II	1
POL441700006	Dispatcher I/II	1
POL441700005	Dispatcher I/II	1
POL441700004	Dispatcher I/II	1
POL441700003	Dispatcher I/II	1
POL441700002	Dispatcher I/II	1
POL441700001	Dispatcher I/II	1
POL440050001	Management Analyst I/II	1
POL445400003	Police Captain	1
POL445400002	Police Captain	1
POL445400001	Police Captain	1
POL445410001	Police Chief	1
POL445420007	Police Lieutenant	1
POL445420006	Police Lieutenant	1
POL445420005	Police Lieutenant	1
POL445420004	Police Lieutenant	1
POL445420003	Police Lieutenant	1
POL445420002	Police Lieutenant	1
POL445420001	Police Lieutenant	1
POL445430125	Police Officer/Police Trainee	1
POL445430124	Police Officer/Police Trainee	1
POL445430123	Police Officer/Police Trainee	1
POL445430122	Police Officer/Police Trainee	1
POL445430121	Police Officer/Police Trainee	1
POL445430120	Police Officer/Police Trainee	1
POL445430119	Police Officer/Police Trainee	1
POL445430118	Police Officer/Police Trainee	1
POL445430117	Police Officer/Police Trainee	1
POL445430116	Police Officer/Police Trainee	1
POL445430115	Police Officer/Police Trainee	1
POL445430114	Police Officer/Police Trainee	1
POL445430113	Police Officer/Police Trainee	1
POL445430112	Police Officer/Police Trainee	1
POL445430111	Police Officer/Police Trainee	1
POL445430110	Police Officer/Police Trainee	1
POL445430109	Police Officer/Police Trainee	1
POL445430108	Police Officer/Police Trainee	1
POL445430107	Police Officer/Police Trainee	1
POL445430106	Police Officer/Police Trainee	1
POL445430105	Police Officer/Police Trainee	1
POL445430104	Police Officer/Police Trainee	1
POL445430103	Police Officer/Police Trainee	1
POL445430102	Police Officer/Police Trainee	1
POL445430101	Police Officer/Police Trainee	1
POL445430100	Police Officer/Police Trainee	1
POL445430099	Police Officer/Police Trainee	1
POL445430098	Police Officer/Police Trainee	1
POL445430097	Police Officer/Police Trainee	1
POL445430096	Police Officer/Police Trainee	1
POL445430095	Police Officer/Police Trainee	1
POL445430094	Police Officer/Police Trainee	1
POL445430093	Police Officer/Police Trainee	1
POL445430092	Police Officer/Police Trainee	1

POL445430091	Police Officer/Police Trainee	1
POL445430090	Police Officer/Police Trainee	1
POL445430089	Police Officer/Police Trainee	1
POL445430088	Police Officer/Police Trainee	1
POL445430087	Police Officer/Police Trainee	1
POL445430086	Police Officer/Police Trainee	1
POL445430085	Police Officer/Police Trainee	1
POL445430084	Police Officer/Police Trainee	1
POL445430083	Police Officer/Police Trainee	1
POL445430082	Police Officer/Police Trainee	1
POL445430081	Police Officer/Police Trainee	1
POL445430080	Police Officer/Police Trainee	1
POL445430079	Police Officer/Police Trainee	1
POL445430078	Police Officer/Police Trainee	1
POL445430077	Police Officer/Police Trainee	1
POL445430076	Police Officer/Police Trainee	1
POL445430075	Police Officer/Police Trainee	1
POL445430074	Police Officer/Police Trainee	1
POL445430073	Police Officer/Police Trainee	1
POL445430072	Police Officer/Police Trainee	1
POL445430071	Police Officer/Police Trainee	1
POL445430070	Police Officer/Police Trainee	1
POL445430069	Police Officer/Police Trainee	1
POL445430068	Police Officer/Police Trainee	1
POL445430067	Police Officer/Police Trainee	1
POL445430066	Police Officer/Police Trainee	1
POL445430065	Police Officer/Police Trainee	1
POL445430064	Police Officer/Police Trainee	1
POL445430063	Police Officer/Police Trainee	1
POL445430062	Police Officer/Police Trainee	1
POL445430061	Police Officer/Police Trainee	1
POL445430060	Police Officer/Police Trainee	1
POL445430059	Police Officer/Police Trainee	1
POL445430058	Police Officer/Police Trainee	1
POL445430057	Police Officer/Police Trainee	1
POL445430056	Police Officer/Police Trainee	1
POL445430055	Police Officer/Police Trainee	1
POL445430054	Police Officer/Police Trainee	1
POL445430053	Police Officer/Police Trainee	1
POL445430052	Police Officer/Police Trainee	1
POL445430051	Police Officer/Police Trainee	1
POL445430050	Police Officer/Police Trainee	1
POL445430049	Police Officer/Police Trainee	1
POL445430048	Police Officer/Police Trainee	1
POL445430047	Police Officer/Police Trainee	1
POL445430046	Police Officer/Police Trainee	1
POL445430045	Police Officer/Police Trainee	1
POL445430044	Police Officer/Police Trainee	1
POL445430043	Police Officer/Police Trainee	1
POL445430042	Police Officer/Police Trainee	1
POL445430041	Police Officer/Police Trainee	1
POL445430040	Police Officer/Police Trainee	1
POL445430039	Police Officer/Police Trainee	1
POL445430038	Police Officer/Police Trainee	1
POL445430037	Police Officer/Police Trainee	1

POL445430036	Police Officer/Police Trainee	1
POL445430035	Police Officer/Police Trainee	1
POL445430034	Police Officer/Police Trainee	1
POL445430033	Police Officer/Police Trainee	1
POL445430032	Police Officer/Police Trainee	1
POL445430031	Police Officer/Police Trainee	1
POL445430030	Police Officer/Police Trainee	1
POL445430029	Police Officer/Police Trainee	1
POL445430028	Police Officer/Police Trainee	1
POL445430027	Police Officer/Police Trainee	1
POL445430026	Police Officer/Police Trainee	1
POL445430025	Police Officer/Police Trainee	1
POL445430024	Police Officer/Police Trainee	1
POL445430023	Police Officer/Police Trainee	1
POL445430022	Police Officer/Police Trainee	1
POL445430021	Police Officer/Police Trainee	1
POL445430020	Police Officer/Police Trainee	1
POL445430019	Police Officer/Police Trainee	1
POL445430018	Police Officer/Police Trainee	1
POL445430017	Police Officer/Police Trainee	1
POL445430016	Police Officer/Police Trainee	1
POL445430015	Police Officer/Police Trainee	1
POL445430014	Police Officer/Police Trainee	1
POL445430013	Police Officer/Police Trainee	1
POL445430012	Police Officer/Police Trainee	1
POL445430011	Police Officer/Police Trainee	1
POL445430010	Police Officer/Police Trainee	1
POL445430009	Police Officer/Police Trainee	1
POL445430008	Police Officer/Police Trainee	1
POL445430007	Police Officer/Police Trainee	1
POL445430006	Police Officer/Police Trainee	1
POL445430005	Police Officer/Police Trainee	1
POL445430004	Police Officer/Police Trainee	1
POL445430003	Police Officer/Police Trainee	1
POL445430002	Police Officer/Police Trainee	1
POL445430001	Police Officer/Police Trainee	1
POL445429001	Police Property and Evidence Supervisor	1
POL441094004	Police Property and Evidence Technician I/II	1
POL441094003	Police Property and Evidence Technician I/II	1
POL441094002	Police Property and Evidence Technician I/II	1
POL441094001	Police Property and Evidence Technician I/II	1
POL445440010	Police Records Clerk I/II	1
POL445440009	Police Records Clerk I/II	1
POL445440008	Police Records Clerk I/II	1
POL445440007	Police Records Clerk I/II	1
POL445440005	Police Records Clerk I/II	1
POL445440004	Police Records Clerk I/II	1
POL445440003	Police Records Clerk I/II	1
POL445440002	Police Records Clerk I/II	1
POL445440001	Police Records Clerk I/II	1
POL445494004	Police Scene Technician I/II	1
POL445494003	Police Scene Technician I/II	1
POL445494002	Police Scene Technician I/II	1
POL445494001	Police Scene Technician I/II	1
POL445470017	Police Sergeant	1

POL445470016	Police Sergeant	1
POL445470015	Police Sergeant	1
POL445470014	Police Sergeant	1
POL445470013	Police Sergeant	1
POL445470012	Police Sergeant	1
POL445470011	Police Sergeant	1
POL445470010	Police Sergeant	1
POL445470009	Police Sergeant	1
POL445470008	Police Sergeant	1
POL445470007	Police Sergeant	1
POL445470006	Police Sergeant	1
POL445470005	Police Sergeant	1
POL445470004	Police Sergeant	1
POL445470003	Police Sergeant	1
POL445470002	Police Sergeant	1
POL445470001	Police Sergeant	1
POL445489002	Police Services Administrator	1
POL445489001	Police Services Administrator	1
POL441039001	Police Social Services Practitioner	1
POL445657001	Public Safety Program Coordinator	1
POL445748002	Records Supervisor	1
POL445748001	Records Supervisor	1
POL441092002	Senior Police Records Clerk	1
POL441092001	Senior Police Records Clerk	1
Total for Department:	**POL Police Department**	223

Position Code	Position Title	Allocated FTE
PRL580071001	Administrative Assistant	1
PRL580084008	Administrative Technician	1
PRL580084007	Administrative Technician	1
PRL580084006	Administrative Technician	1
PRL580084005	Administrative Technician	1
PRL580084004	Administrative Technician	1
PRL580084003	Administrative Technician	1
PRL580084002	Administrative Technician	1
PRL580084001	Administrative Technician	1
PRL588302001	Aquatics Maintenance Technician	1
PRL588300001	Arborist Technician	1
PRL581225010	Child Care Site Coordinator	1
PRL581225009	Child Care Site Coordinator	1
PRL581225008	Child Care Site Coordinator	1
PRL581225007	Child Care Site Coordinator	1
PRL581225006	Child Care Site Coordinator	1
PRL581225005	Child Care Site Coordinator	1
PRL581225004	Child Care Site Coordinator	1
PRL581225003	Child Care Site Coordinator	1
PRL581225002	Child Care Site Coordinator	1
PRL581225001	Child Care Site Coordinator	1
PRL581645002	Department Public Information Officer	1
PRL585075001	Irrigation Technician	1
PRL585075002	Irrigation Technician	1

PRL584152007	Librarian I/II	0.5
PRL584152005	Librarian I/II	1
PRL584152004	Librarian I/II	1
PRL584152003	Librarian I/II	1
PRL584152002	Librarian I/II	1
PRL584152001	Librarian I/II	1
PRL584210005	Library Assistant I/II	1
PRL584210003	Library Assistant I/II	1
PRL584210002	Library Assistant I/II	1
PRL584210001	Library Assistant I/II	1
PRL584250003	Library Technician	1
PRL584250002	Library Technician	1
PRL584250001	Library Technician	1
PRL580050002	Management Analyst I/II	1
PRL580050001	Management Analyst I/II	1
PRL584517001	Marketing and Communication Analyst I/II	1
PRL589545001	Natural Resources Specialist I/II	1
PRL584872003	Natural Resources Worker I/II	1
PRL584872002	Natural Resources Worker I/II	1
PRL584872001	Natural Resources Worker I/II	1
PRL584957009	Office Assistant I/II	1
PRL584957006	Office Assistant I/II	1
PRL584957003	Office Assistant I/II	1
PRL584957002	Office Assistant I/II	1
PRL585022002	Park Development Project Manager I/II	1
PRL585022001	Park Development Project Manager I/II	1
PRL581106001	Park Planning and Development Manager	1
PRL585080023	Parks Maintenance Worker I/II	1
PRL585080022	Parks Maintenance Worker I/II	1
PRL585080021	Parks Maintenance Worker I/II	1
PRL585080020	Parks Maintenance Worker I/II	1
PRL585080019	Parks Maintenance Worker I/II	1
PRL585080018	Parks Maintenance Worker I/II	1
PRL585080017	Parks Maintenance Worker I/II	1
PRL585080016	Parks Maintenance Worker I/II	1
PRL585080015	Parks Maintenance Worker I/II	1
PRL585080014	Parks Maintenance Worker I/II	1
PRL585080013	Parks Maintenance Worker I/II	1
PRL585080012	Parks Maintenance Worker I/II	1
PRL585080011	Parks Maintenance Worker I/II	1
PRL585080010	Parks Maintenance Worker I/II	1
PRL585080009	Parks Maintenance Worker I/II	1
PRL585080008	Parks Maintenance Worker I/II	1
PRL585080007	Parks Maintenance Worker I/II	1
PRL585080006	Parks Maintenance Worker I/II	1
PRL585080004	Parks Maintenance Worker I/II	1
PRL585080003	Parks Maintenance Worker I/II	1
PRL585080002	Parks Maintenance Worker I/II	1
PRL585080001	Parks Maintenance Worker I/II	1
PRL581278006	Parks Project Technician	1
PRL581278005	Parks Project Technician	1
PRL581278004	Parks Project Technician	1
PRL581278003	Parks Project Technician	1
PRL581278002	Parks Project Technician	1
PRL581278001	Parks Project Technician	1

PRL589543011	Parks Recreation and Libraries Coordinator I/II	1
PRL589543010	Parks Recreation and Libraries Coordinator I/II	1
PRL589543009	Parks Recreation and Libraries Coordinator I/II	1
PRL589543007	Parks Recreation and Libraries Coordinator I/II	1
PRL589543006	Parks Recreation and Libraries Coordinator I/II	1
PRL589543005	Parks Recreation and Libraries Coordinator I/II	1
PRL589543004	Parks Recreation and Libraries Coordinator I/II	1
PRL589543003	Parks Recreation and Libraries Coordinator I/II	1
PRL589543002	Parks Recreation and Libraries Coordinator I/II	1
PRL589543001	Parks Recreation and Libraries Coordinator I/II	1
PRL589543008	Parks Recreation and Libraries Coordinator I/II	1
PRL585082001	Parks Recreation and Libraries Director	1
PRL589547003	Parks Recreation and Libraries Manager	1
PRL589547002	Parks Recreation and Libraries Manager	1
PRL589547001	Parks Recreation and Libraries Manager	1
PRL589546005	Parks Recreation and Libraries Superintendent	1
PRL589546004	Parks Recreation and Libraries Superintendent	1
PRL589546003	Parks Recreation and Libraries Superintendent	1
PRL589546002	Parks Recreation and Libraries Superintendent	1
PRL589546001	Parks Recreation and Libraries Superintendent	1
PRL585069004	Parks Supervisor	1
PRL585069003	Parks Supervisor	1
PRL585069002	Parks Supervisor	1
PRL585069001	Parks Supervisor	1
PRL588304006	Recreation Leader	1
PRL588304005	Recreation Leader	1
PRL588304004	Recreation Leader	1
PRL588304003	Recreation Leader	1
PRL588304002	Recreation Leader	1
PRL588304001	Recreation Leader	1
PRL589544009	Recreation and Library Supervisor	1
PRL589544008	Recreation and Library Supervisor	1
PRL589544007	Recreation and Library Supervisor	1
PRL589544006	Recreation and Library Supervisor	1
PRL589544005	Recreation and Library Supervisor	1
PRL589544004	Recreation and Library Supervisor	1
PRL589544003	Recreation and Library Supervisor	1
PRL589544002	Recreation and Library Supervisor	1
PRL589544001	Recreation and Library Supervisor	1
PRL583733001	Senior Interpretive Services Specialist	1
PRL587154001	Senior Natural Resources Worker	1
PRL587192006	Senior Parks Maintenance Worker	1
PRL587192005	Senior Parks Maintenance Worker	1
PRL587192004	Senior Parks Maintenance Worker	1
PRL587192003	Senior Parks Maintenance Worker	1
PRL587192002	Senior Parks Maintenance Worker	1
PRL587201001	Senior Tree Trimmer	1
PRL581504002	Tree Trimmer I/II	1
PRL581504001	Tree Trimmer I/II	1
PRL581107001	Turf and Sports Field Technician	1
PRL588762001	Urban Forester	1
PRL581641004	Youth Development Program Coordinator	1
PRL581641003	Youth Development Program Coordinator	1
PRL581641002	Youth Development Program Coordinator	1
PRL581641001	Youth Development Program Coordinator	1

Total for Department:	PRL Parks Recreation and Libraries	133.5

Position Code	Position Title	Allocated FTE
PWD620088001	Associate/Assistant Transportation Planner	1
PWD620071001	Administrative Assistant	1
PWD620084006	Administrative Technician	0.75
PWD620084005	Administrative Technician	1
PWD620084003	Administrative Technician	1
PWD620084002	Administrative Technician	1
PWD620084001	Administrative Technician	1
PWD620090001	Alternative Transportation Manager	1
PWD621005011	Associate (PE)/Assistant/Junior Engineer	1
PWD621005010	Associate (PE)/Assistant/Junior Engineer	1
PWD621005009	Associate (PE)/Assistant/Junior Engineer	1
PWD621005008	Associate (PE)/Assistant/Junior Engineer	1
PWD621005007	Associate (PE)/Assistant/Junior Engineer	1
PWD621005006	Associate (PE)/Assistant/Junior Engineer	1
PWD621005005	Associate (PE)/Assistant/Junior Engineer	1
PWD621005004	Associate (PE)/Assistant/Junior Engineer	1
PWD621005003	Associate (PE)/Assistant/Junior Engineer	1
PWD621005002	Associate (PE)/Assistant/Junior Engineer	1
PWD621005001	Associate (PE)/Assistant/Junior Engineer	1
PWD620088003	Associate/Assistant Transportation Planner	1
PWD621032006	Building Maintenance Worker I/II	1
PWD621032005	Building Maintenance Worker I/II	1
PWD621032004	Building Maintenance Worker I/II	1
PWD621032003	Building Maintenance Worker I/II	1
PWD621032002	Building Maintenance Worker I/II	1
PWD621032001	Building Maintenance Worker I/II	1
PWD621401001	Community Relations Analyst	1
PWD621485005	Custodian	1
PWD621485004	Custodian	1
PWD621485003	Custodian	1
PWD621485002	Custodian	1
PWD621485001	Custodian	1
PWD621025001	Custodian Supervisor	1
PWD622385004	Electronics Technician I/II	1
PWD622385003	Electronics Technician I/II	1
PWD622385002	Electronics Technician I/II	1
PWD622385001	Electronics Technician I/II	1
PWD621277001	Engineering Manager	1
PWD621350001	Engineering Technician I/II	1
PWD622560004	Equipment Serviceworker	1
PWD622560003	Equipment Serviceworker	1
PWD622560002	Equipment Serviceworker	1
PWD622560001	Equipment Serviceworker	1
PWD624321001	Facilities Supervisor	1
PWD623319001	Fleet Management Technician	1
PWD621113001	Fleet Services Parts Buyer	1
PWD622565001	Fleet Services Supervisor	1
PWD622214001	GIS Technician I/II	1
PWD620050002	Management Analyst I/II	1

PWD620050001	Management Analyst I/II	1
PWD624501010	Mechanic I/II	1
PWD624501009	Mechanic I/II	1
PWD624501008	Mechanic I/II	1
PWD624501007	Mechanic I/II	1
PWD624501006	Mechanic I/II	1
PWD624501005	Mechanic I/II	1
PWD624501004	Mechanic I/II	1
PWD624501003	Mechanic I/II	1
PWD624501002	Mechanic I/II	1
PWD624501001	Mechanic I/II	1
PWD624957007	Office Assistant I/II	0.5
PWD624957006	Office Assistant I/II	1
PWD624957005	Office Assistant I/II	1
PWD624957004	Office Assistant I/II	1
PWD624957003	Office Assistant I/II	1
PWD624957002	Office Assistant I/II	1
PWD624957001	Office Assistant I/II	1
PWD625519001	Preventative Maintenance Supervisor	1
PWD625560003	Project Coordinator	1
PWD625560002	Project Coordinator	1
PWD625560001	Project Coordinator	1
PWD621069001	Project Supervisor	1
PWD625635001	Public Works Director	1
PWD621087002	Public Works Manager	1
PWD621087001	Public Works Manager	1
PWD627119001	Senior Building Maintenance Worker	1
PWD627170001	Senior Electronic Technician	1
PWD627142003	Senior Engineer	1
PWD627142002	Senior Engineer	1
PWD627142001	Senior Engineer	1
PWD627189002	Senior Mechanic	1
PWD627189001	Senior Mechanic	1
PWD627187006	Senior Street Maintenance Worker	1
PWD627187005	Senior Street Maintenance Worker	1
PWD627187004	Senior Street Maintenance Worker	1
PWD627187003	Senior Street Maintenance Worker	1
PWD627187002	Senior Street Maintenance Worker	1
PWD627187001	Senior Street Maintenance Worker	1
PWD621073001	Street Maintenance Manager	1
PWD627522003	Street Maintenance Supervisor	1
PWD627522002	Street Maintenance Supervisor	1
PWD627522001	Street Maintenance Supervisor	1
PWD627530019	Street Maintenance Worker I/II	1
PWD627530018	Street Maintenance Worker I/II	1
PWD627530017	Street Maintenance Worker I/II	1
PWD627530016	Street Maintenance Worker I/II	1
PWD627530015	Street Maintenance Worker I/II	1
PWD627530014	Street Maintenance Worker I/II	1
PWD627530013	Street Maintenance Worker I/II	1
PWD627530012	Street Maintenance Worker I/II	1
PWD627530011	Street Maintenance Worker I/II	1
PWD627530010	Street Maintenance Worker I/II	1
PWD627530009	Street Maintenance Worker I/II	1
PWD627530008	Street Maintenance Worker I/II	1

PWD627530007	Street Maintenance Worker I/II	1
PWD627530006	Street Maintenance Worker I/II	1
PWD627530005	Street Maintenance Worker I/II	1
PWD627530004	Street Maintenance Worker I/II	1
PWD627530003	Street Maintenance Worker I/II	1
PWD627530002	Street Maintenance Worker I/II	1
PWD627530001	Street Maintenance Worker I/II	1
PWD627540005	Street Sweeper Operator	1
PWD627540004	Street Sweeper Operator	1
PWD627540003	Street Sweeper Operator	1
PWD627540002	Street Sweeper Operator	1
PWD627540001	Street Sweeper Operator	1
PWD622376003	Traffic Signal Maintenance Worker I/II	1
PWD622376002	Traffic Signal Maintenance Worker I/II	1
PWD622376001	Traffic Signal Maintenance Worker I/II	1
PWD621110001	Transit Operations Supervisor	1
PWD621052001	Transportation Grants Analyst	1
PWD621111001	Transportation Technician I/II	1
PWD628940001	Vehicle Maintenance Servicewriter	1
PWD628952001	Warehouse Worker I/II	1
Total for Department:	**PWD Public Works**	123.25

Total for All Departments	Allocated FTE
	1326.225*

* 9 positions will be eliminated after promotion process has been completed

COUNCIL COMMUNICATION

CC #: 2417
File #: 0103-34-02

Title:	Fiscal Year 2021-2022 Grants Advisory Commission Year End Summary Report
Contact:	Trisha Isom 916-746-1239 tisom@roseville.ca.us

Meeting Date: 12/7/2022
Item #: 6.37.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council accept, for informational purposes, Grants Advisory Commission edits to the application and scoring questions as well as the Citizens Benefit Fund (CBF) and Roseville Employees Annual Charitable Hearts (REACH) year end summary report highlighting non-profit accomplishments for the grant funding cycle of FY2021-22.

BACKGROUND

In October of 2020, City Council approved the Grants Advisory Commission's recommended Implementation Strategy of the Community Needs Assessment prepared by Koné Consulting. The 2021/2022 and 2022/2023 grant cycles used the recommended strategies including categorizing the applications by service categories that align with the social determinates of heath and the new funding priorities. The scoring methodology was also adjusted to rank applications instead of using commissioner's numerical scores.

As directed, the implemented strategies were evaluated by a subcommittee of the GAC between July and November 2022 prior to commencement of the 2023/2024 funding cycle. After thorough review of the last two funding cycles, only minor additions and edits to the application questions and scoring questions were proposed and approved by the Commission. No changes to the Policy Manual are being recommended at this time.

The Grants Advisory Commission is also sharing the annual year end summary report that highlights the accomplishments of non-profit organizations that received Citizens Benefit Fund (CBF) and Roseville Employee Annual Charitable Hearts (REACH) funding awards for the FY2021-22 grant funding cycle. A total of $359,334 was distributed to 21 organizations for use between July 2021 and June 2022. The attached report provides a summary of each organization's goals and accomplishments. The report has been posted on the City's website, as well as social media platforms, to allow for transparency of our grant program, greater visibility of accomplishments, and to celebrate the non-profit successes.

FISCAL IMPACT

The changes to the application and scoring questions and annual Grants Advisory Commission summary report have 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 Grants Advisory Commission application edits and summary report do not constitute a project and therefore, has no potential for a significant environmental effect, and is not subject to CEQA.

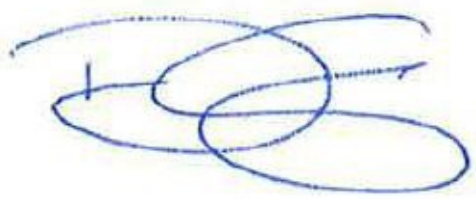
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal B - Support community engagement and advocacy

Respectfully Submitted,

Trisha Isom, Housing Manager

Melissa Anguiano, Economic Development Director



_____
Dominick Casey, City Manager

ATTACHMENTS:

Description

GAC Application Questions

GAC Scoring Questions & Scale

FY 21/22 Grants Summary

Fiscal Year 23/24 Application Questions

1. Lead Agency is:

- ☐ Non Profit 501(c)(3)
- ☐ Non Profit 501(c)(4)
- ☐ Private School

2. Project Description: In 50 words or less, describe the proposed program/project, including the use of the funds and who will be served.

Example: The ABC Unified School District requests $5,000 to support "The Learning Project," a comprehensive youth service and leadership program for low-income youth.

3. This request will: (Select only one option below)

- ☐ Launch a new service, program or facility
- ☐ Continue to provide an existing service
- ☐ Increase or improve quality of services provided
- ☐ Expand services provided to a larger population or increase the capacity of a facility

4. Funding Priority (Select only one option below)

- ☐ Strategic: One-time grants for innovative programs/projects, capital improvements or new initiatives
- ☐ Operational/Mission Support: Grants for programs/projects that demonstrate effectiveness addressing a community need
- ☐ Small Request (up to $10,000): Grants which can go toward either new programs/projects or support existing operations which have demonstrated effectiveness at meeting community need

5. Community Need Areas: (Select only one option below)

- ☐ 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
- ☐ Neighborhood and Physical Environment - Improved access to safe and affordable housing for all

6. Number of:

Board Members
Paid Staff F/T
Paid Staff P/T
Volunteers Total

7. Date Founded:

8. Organization's Mission:

9. What are the major goals of your organization?

10. What were the major accomplishments of the organization last fiscal year?
Please list specific outcomes.

11. How does the organization use volunteers?

12. Describe the need for this project/program and evidence of community support.

13. Describe the population, number to be served, and how the proposed project/program differentiates from similar services in the community. Explain the processes used to ensure those being served are ROSEVILLE RESIDENTS and follow the funding guidelines.
Is the organization uniquely positioned to serve the community because of location, relationships, or staff skills? Include key supporters, volunteer hours, collaborators and donors.

14. Describe the project service area.
CBF funding is intended to benefit City of Roseville residents. If serving an area larger than the city, how will the organization identify costs allocated to serve Roseville residents?

15. Does the organization have collaborative partners in the provision of your proposed program/project? If yes, please describe the role/relationship of each partner in the provision of the proposed program/project.
Does the organization provide/accept referrals? Does the organization participate with other coordinating organizations or work with service, business, and/or government organizations?

16. Describe how this project/program aligns with Roseville City Council's current Strategic Plan.
The Strategic Plan can be found here: www.roseville.ca.us/government/city_council/strategic_plan_2021-2024

17. Define anticipated outcomes for this project/program. How will success be measured?

18. List below any previous funds awarded in the last five funding cycles by the Roseville Grants Advisory Commission and the purpose of funding.

19. If your organization received a FY2022-23 grant award, please provide the amount, funds spent to date and accomplishments so far. Also include the number of those served, other success measures and any challenges encountered in achieving the outcomes described in your grant application.

20. If full funding is not available, how will the organization be able to accomplish the project/program?
How will goals be reduced? How will the program or project be affected?

21. Please list other funding received or requested for this project/program (include funder, amount received or requested, and status of request, if applicable). Also include any fundraisers or donations as well as financial support requested or received from governmental entities.

22. How will your organization reduce costs or generate additional revenue once grant funds are expended to ensure sustainability of this grant project/program?

23. If the grant money obtained is to be used to fund capital expenditure or property improvements, please briefly describe the item(s) needed and the itemized costs.
Capital expenditure is defined as any grant money that is used to acquire or upgrade a long-term asset that has a useful life of more than one (1) year.

24. If requesting capital for Property Improvement, does the organization own or lease the building or property to be improved?

- ☐ Yes - Provide proof of ownership or copy of lease in Documents Tab
- ☐ No
- ☐ Not Applicable

25. If requesting capital for Property Improvement or Capital Expenditure, have you included the required bids?

- ☐ Yes
- ☐ Not Applicable

Review Criteria for FY2023-2024 Funding Cycle for Citizens Benefit Fund and REACH Grant Applications

Grant Threshold Requirements

Applications will only be considered if:

- Applicant has submitted all required application documents by the application deadline.
- Applicant has submitted required annual report(s) for FY2021-2022 CBF and REACH grants.

Grant Application Scoring Questions and Scoring Scale

Scoring Questions	Scoring Scale
1. Application demonstrates the need for the project or program.	15
2. Application clearly defines the project/program and how success is measured.	15
3. Application reflects mission and meets the general requirements and guidelines for CBF, and/or REACH.	10
4. Requested funds achieve an impact on the identified need.	15
5. Application demonstrates evidence of community support.	10
6. Application clearly describes how the collaborative partners increase efficiency and efficacy of the grant.	10
7. Request is reasonable given the proposed project/program and the organization's experience and capacity.	5
8. Additional funding support for this project/program is clearly identified.	5
9. Project budget is well defined and budget narrative explains how funding will meet project goals and objectives.	5
10. Project budget is reasonable in relation to the organization's budget and demonstrates project sustainability.	10
TOTAL POINTS	100

Grant Advisory Commission

Citizens Benefit Fund & Roseville Employees Annual Charitable Hearts

CITY OF ROSEVILLE CALIFORNIA

A total of $359,334 in grant funds were awarded to

$359,334

21 organizations for use from July 2021 to June 2022.

ORGANIZATION	GRANT FUNDS USED	ACCOMPLISHMENTS	SUCCESS MEASURES
ATOU A Touch of Understanding®, Inc.	$20,000	Developed the Hybrid Workshop to meet Covid restrictions which will allow for future growth as we are no longer limited by having to physically attend each school site.	Survey of participants
AMI Housing	$24,071	Grant funded housing for 300 people, including veterans, chronically homeless, transitional age youth and parenting youth	Utilized tools such as HMIS Portal
blue line arts	$12,627	Funds provided 30 new track lights and LED bulbs to improve the quality of the visitor experience, and 100 folding chairs to expand seating for local community events and groups that use the space.	Art sales revenue increased by 102% over the 5-year average
CAMPUS LIFE CONNECTION	$11,934	Ability to open the new Campus Life Barn where 400 low-income Roseville Teens, over 3 events, interacted and socialized in a healthy environment, learn new life-skills, enjoy dinner, and some recreation.	Surveys of participants
child advocates of Placer County	$10,363	Funds enabled us to successfully close 18 Roseville Family Mentor cases and assist each family in obtaining stable housing and employment.	Monthly reports
THE Alliance DEFENDING THE CAUSE OF KIDS AND FAMILIES	$9,000	The new office space has helped provided 331 hours of parent training to local foster families, allowed us to add 3 new staff members, 2 new board members and enhanced collaboration and organizational efficiency.	Saw growth in both programs and staff

ORGANIZATION	GRANT FUNDS USED	ACCOMPLISHMENTS	SUCCESS MEASURES
KEATON'S Child Cancer Alliance	$16,363	The grant funded creation of two new subprograms for teens that directly addresses the needs for customized mental health support resources through a trauma informed approach.	Increased access to care and improved patient care
Lighthouse Counseling & Family Resource Center	$25,000	The number of people served in the Roseville Community continues to grow along with a 21% increase in the number of services provided.	Pre/post surveys, assessment scales and self-reports
CHAPLAIN LAW ENFORCEMENT CHAPLAINCY STATE OF CALIFORNIA PLACER COUNTY	$12,077	Approximately 70 citizens were assisted through the volunteer chaplain services as well as numerous other officers and employees were assisted by our command staff.	The Roseville PD Chief, department supervisor and captains recently provided feedback on the success of our program.
PLACER FOOD BANK Nourishing Communities. Ending Hunger.	$37,954	Purchase two rider double pallet jacks which improved operational efficiencies. Over 8 million pounds of food was distributed during the project period; an increase of 20% from the previous year.	Food distribution increase 34% which is indicated by the number of people served and amount of food distributed
PIRS	$1,000	Grant funded equipment for six adults with disabilities from across Placer County	Were able to serve the same number of individuals with less money
PLACER VETERANS STAND DOWN FREE to all Vets & their spouses and children	$9,358	Grant partially funded the dramatic increase in rent for the fairgrounds facility where we host our one-day event to provide clothing and health care education to veterans.	Increase in attendance at the first even since the pandemic hit.
Roseville Historical Society	$5,000	Completion of 5 videos, documenting Roseville's history and important historical figures of Roseville to be shared at the Carnegie Museum as well as classroom presentations.	The criteria set for each video was exceeded.
ST. VINCENT de PAUL StVdP Preventing Hunger and Homelessness Since 1983	$20,792	Accommodated 8,140 household visits to the Food Distribution Drive during the grant period, providing the ingredients to prepare 219,780 meals.	Annual survey regarding food security

ORGANIZATION	GRANT FUNDS USED	ACCOMPLISHMENTS	SUCCESS MEASURES
Seniors First™ Keeping Seniors Independent	$22,622	In total, 43,734 meals were provided to 178 Roseville seniors	Exceeded goal to serve 150 seniors by 12%
Sierra College Foundation scf	$16,292	Provided 257 Care Packs to at-risk college students including 38% former foster youth and 62% underserved students	Student persistence/graduation rates
STAND UP PLACER EMPOWERING SURVIVORS. SAVING LIVES.	$30,000	Grant allowed for stronger engagement in follow up services in response to 392 DV calls relayed from the Roseville Police Department.	Increased number of referred clients that engage in services and the ability to meet emergency needs
the gathering inn providing a hand up, not a handout	$27,612	Grant assisted with comprehensive case management, mental health services and successful housing through "Ready to Rent" classes and helped 29 guests from Roseville move into permanent supportive housing.	Using HMIS data to show success of clients
The Petal Connection	$10,000	Began Grow a Row which inspired many local growers to make property available for Additional sites and helped expand the program.	There was a direct increase in number of bouquets created and delivered as well as the ability to continue operations during the pandemic and aftermath
TOMMY APOSTOLOS FUND	$14,000	Over 300 volunteers shopped to provide gift bags worth $150 each to almost 100 children.	Number of children helped, value of clothing provided increased
wellness within CANCER SUPPORT SERVICES	$23,269	Grant provided nearly 200 instructor led groups and programs with and attendance rate of 1,100. Over 700 were Placer County residents and 350 of those were from Roseville.	The success of our program was measured by key performance indicators

COUNCIL COMMUNICATION

CC #: 2444
File #: 0102-10

Title: Resolution - Shelley Gollender
Contact: Blair Hutchison 916-774-5266 bmhutchison@roseville.ca.us

Meeting Date: 12/7/2022
Item #: 6.38.

RECOMMENDATION TO COUNCIL

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

BACKGROUND

Not applicable.

FISCAL IMPACT

Not applicable.

ENVIRONMENTAL REVIEW

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

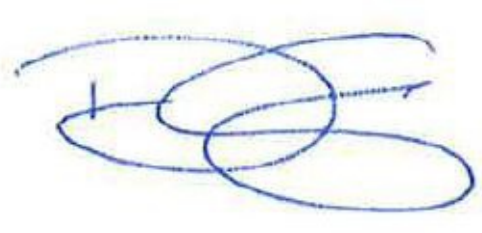
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Not applicable.

Respectfully Submitted,

Blair Hutchison, City Clerk Technician

Carmen Avalos, City Clerk



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution

Resolution

WHEREAS, Shelley Gollender began her career with the City of Roseville on July 30, 2007, as a temporary, part-time Administrative Clerk in the Parks and Recreation Department. Shelley was then hired as a full-time Administrative Clerk I with Roseville Electric on July 14, 2012; and

WHEREAS, Shelley was promoted to Administrative Clerk II on January 26, 2013, and because of her strong work ethic and professionalism was quickly promoted again to Administrative Technician on April 19, 2014; and

WHEREAS, Shelley was an important member of the committee that established the Roseville Electric Organizational Culture and Leadership (REOCL) Employee Recognition Program in 2014, to meet the objectives outlined in the Department's Strategic Plan, as it related to developing a positive workplace environment. Shelley's meaningful 5 year contribution to this program contributed to its success. The program recognized outstanding employee achievements that supported the department's mission, vision and values; and

WHEREAS, Shelley was awarded the 2015 1st Quarter REOCL award for Outstanding Work Performance. Shelley's managers nominated her for the award, stating that "Shelley took the step from notable to outstanding when she volunteered to "fill in the gaps" and support other areas of the organization, all while maintaining high quality work in her own position, and doing so with a positive and friendly attitude; and

WHEREAS, Shelley was awarded the 2019 4th Quarter REOCL award for Outstanding Customer Service for her assistance with recruitment, interviewing and hiring processes for several positions. Shelley's attention to detail, dedication to Roseville Electric, and willingness to go above and beyond streamlined the processes for the hiring managers, so that they could focus on hiring the best candidates; and

WHEREAS, Shelley is retiring with over 15 outstanding years of service to the citizens of Roseville, and she will be greatly missed and remembered by all of her friends and co-workers.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, that we do hereby proclaim that **Shelley Gollender** be commended for her outstanding service and dedication to the City of Roseville, congratulated for her accomplishments, and wished a long, healthy and enjoyable retirement.

SIGNED AND APPROVED this 7th day of December 2022.

CITY OF ROSEVILLE
INCORPORATED APRIL 10, 1909

KRISTA BERNASCONI, MAYOR

COUNCIL COMMUNICATION

CC #: 2356
File #: 0800-03 & 0215

Title:	Roseville Electric Energy Surcharge - Roseville Municipal Code Amendment
Contact:	Joanna Cucchi 916-746-1609 jcucchi@roseville.ca.us

Meeting Date: 12/7/2022
Item #: 7.1.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council introduce for first reading an ordinance approving amendments to Sections 14.24.040, 14.24.050 and 14.24.055 of Chapter 14.24 of the Roseville Municipal Code to reflect Roseville Electric Utility's recommended 8% energy cost surcharge for all customer groups effective February 1, 2023 through December 31, 2024.

BACKGROUND

Roseville Electric Utility's mission is to deliver safe, reliable electricity at competitive rates with exceptional service. This mission shapes how the electric utility conducts its day-to-day business operations and impacts the electric service provided to over 66,000 business and residential customers in the City of Roseville. This mission is balanced with the electric utility's ability to align operating costs with expected revenues so that the utility remains in a position of financial strength in order to serve the community in the future. Reviewing and recommending adjustments to electric rates is essential in delivering on the utility's mission.

RATE PROPOSAL

Roseville Electric Utility and utilities throughout the country have seen unprecedented cost increases in energy costs. In the 12 months since the last rate proposal, the energy markets have seen price increases of 200% to 300%. The utility utilizes a variety of financial and risk tools to mitigate the impact to customers of these types of price swings. However, due to the magnitude and speed at which these price changes have occurred, the utility is unable to balance its revenues and expenses with the current rates.

Since the 2021 rate action, power supply expenses at Roseville Electric have increased approximately 35%. Power supply expenses are two-thirds of the utility budget and this increase cannot be absorbed within the current revenue expectations. Due to these external drivers, Roseville is proposing an eight percent energy cost surcharge effective February 1, 2023 through December 24, 2024. This 23 month surcharge will give the utility the time to determine if this high cost energy market is permanent or transitory in nature.

The proposed eight percent surcharge is only to recover the increase in power supply expenses. The other expenses of the utility including labor, operations, and capital investments are not included in this rate action.

The utility understands that this proposal would impact low income customers disproportionally. The energy cost surcharge recommendation would exempt those customers who participate in the low-income, senior, and medical rate reduction programs. The approximate cost of the proposed exemption is $140,000 per year. This exemption will be paid for with State-mandated public benefits funds. These funds can only be used for energy efficiency, research and development, and low income programs.

The proposed surcharge is detailed below.

Customer Type	Proposed Energy Surcharge
Residential	8%
Small Commercial	8%
Medium Commercial	8%
Large Commercial	8%
Industrial	8%

PUBLIC OUTREACH AND CUSTOMER FEEDBACK

The Roseville Electric Utility energy surcharge proposal included a significant amount of public outreach. As a community-owned utility, rate proposal outreach is an intentionally collaborative process that offers customers numerous opportunities to engage with the electric utility. Customer feedback and participation in this process is critically important to the successful adoption and broader understanding of the proposed rate changes. Some of the noteworthy outreach events and communications for this rate proposal for community engagement included:

- Public Workshops (3)
- Sun City Government Affairs Meeting
- Roseville Coalition of Neighborhood Associations (RCONA) Board Meeting
- Largest electric commercial customers
- Roseville Area Chamber of Commerce
- Roseville Electric webpage
- Social media (Facebook and Nextdoor)

Throughout our public outreach, customer feedback centered on a few common concerns:

- Concern that new housing developments are driving this proposed increase. As discussed above the sole driver of this increase is the price of procuring energy for customers.
- Concern about increased costs for all household expenses, but a general understanding of the reason for the increase.
- Concern about the surcharge being permanent.
- General compliments of service reliability.

FISCAL IMPACT

The proposed rate changes will result in approximately $25 million in additional revenue for the

Electric Fund over the 23 month implementation. The proposed change aligns the revenues collected from customers with the costs of operating the utility to maintaining financial strength and stability consistent with City Council priorities.

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 amendments to the Roseville Municipal Code meet the above criteria and are not subject to CEQA. No additional environmental review is required.

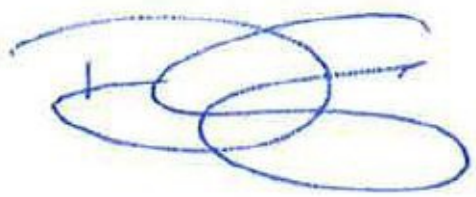
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Remain fiscally responsible in a changing world

Respectfully Submitted,

Joanna Cucchi, Interim Electric Finance Administrator

Daniel Beans, Electric Utility Director



_____

Dominick Casey, City Manager

ATTACHMENTS:

Description

Ordinance

ORDINANCE NO. ____

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTIONS 14.24.040, 14.24.050 AND 14.24.055 OF CHAPTER 14.24 OF TITLE 14 OF THE ROSEVILLE MUNICIPAL CODE REGARDING ELECTRICAL ENERGY

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. Section 14.24.040 of Chapter 14.24 of Title 14 of the Roseville Municipal Code is hereby amended to read as follows:

14.24.040 Residential rates.

A. Effective January 1, 2022, the residential rate applied to service within a monthly billing period and charged to residential customers shall be as follows:

1. For each residential customer meter:

a. Basic service charge: a basic service charge of $28.00 per meter, per billing month.

b. Energy charge applied to electricity consumption in kWh in accordance with the following tiers:

i. Tier 1—Up to 500 kWh: $0.0959 per kWh;

ii. Tier 2—Greater than 500 kWh: $0.1452 per kWh.

c. California renewable energy requirement surcharge: $0.0056 per kWh.

d. California greenhouse gas emission reduction requirement surcharge: $0.0002 per kWh.

e. Hydroelectric adjustment: the annually adjusted charge or credit on residential billings that will be applied from July 1st to June 30th each fiscal year, as provided in Section 14.24.052 of this chapter.

B. Effective January 1, 2023, the residential rate applied to service within a monthly billing period and charged to residential customers shall be as follows:

1. For each residential customer meter:

a. Basic service charge: a basic service charge of $30.00 per meter, per billing month.

b. Energy charge applied to electricity consumption in kWh:

i. Tier 1—Up to 500 kWh: $0.0989 per kWh;

ii. Tier 2—Greater than 500 kWh: $0.1468 per kWh.

c. California renewable energy requirement surcharge: $0.0056 per kWh.

d. California greenhouse gas emission reduction requirement surcharge: $0.0002 per kWh.

e. Hydroelectric adjustment: the annually adjusted charge or credit on residential billings that will be applied from July 1st to June 30th each fiscal year, as provided in Section 14.24.052 of this chapter.

f. Energy cost surcharge: effective February 1, 2023 to December 31, 2024 an energy cost surcharge of $0.01354 per kWh on residential metered energy. The energy cost surcharge is not applicable to senior citizen rate reduction, low-income rate reduction, and medical support rate reduction customers.

SECTION 2. Section 14.24.050 of Chapter 14.24 of Title 14 of the Roseville Municipal Code is hereby amended to read as follows:

14.24.050 General service rates.

A. Effective January 1, 2022, the general service rates applied to service within a monthly billing period and charged to general service customers shall be as follows:

1. Small General Service (GS-1) Rate. The GS-1 monthly rates on monthly billings will be as follows:

Basic Service Charge	$41.00 per meter, per month
Energy Charge	
Winter	$0.0995 per kWh
Summer	$0.1156 per kWh
California Renewable Energy Requirement Surcharge	$0.0056 per kWh
California Greenhouse Gas Emission Reduction Requirement Surcharge	$0.0002 per kWh
Hydroelectric Adjustment	Annually adjusted charge or credit on billings that will be applied from July 1st to June 30th each fiscal year, as prescribed in Section 14.24.052

2. Medium General Service (GS-2) Rate. The GS-2 monthly rates on monthly billings will be as follows:

Basic Service Charge	$65.00 per meter, per month
Demand Charge	$6.16 per kW
Energy Charge	
Winter	$0.1047 per kWh
Summer	$0.1258 per kWh
California Renewable Energy Requirement Surcharge	$0.0056 per kWh
California Greenhouse Gas Emission Reduction Requirement Surcharge	$0.0002 per kWh
Hydroelectric Adjustment	Annually adjusted charge or credit on billings that will be applied from July 1st to June 30th each fiscal year, as prescribed in Section 14.24.052

3. Large General Service (GS-3) Rate. TOU rates are mandatory for all customers receiving service in the GS-3 rate classification. Customers not having the necessary equipment to meter consumption on a TOU basis will be charged at the GS-2 rate until the necessary equipment is installed. Customers with facilities where the necessary TOU equipment is infeasible or impractical to employ, as determined by Roseville Electric, will be billed at the GS-2 rate. Discounts for primary services are provided pursuant to Section 14.24.050(D).

The GS-3 monthly rates on monthly billings will be as follows:

Basic Service Charge	$541.00 per meter, per month
Demand Charge	
Winter	$6.60 per kW
Summer	$11.57 per kW
Energy Charge	
Winter	
Off Peak	$0.0699 per kWh
On Peak	$0.0913 per kWh
Super Peak	$0.0913 per kWh
Summer	
Off Peak	$0.0913 per kWh
On Peak	$0.1125 per kWh
Super Peak	$0.1444 per kWh
California Renewable Energy Requirement Surcharge	$0.0056 per kWh
California Greenhouse Gas Emission Reduction Requirement Surcharge	$0.0002 per kWh
Hydroelectric Adjustment	Annually adjusted charge or credit on billings that will be applied from July 1st to June 30th each fiscal year, as prescribed in Section 14.24.052

4. Very Large General Service (GS-4) Rate. TOU rates are mandatory for all customers receiving service in the GS-4 rate classification. Discounts for primary services are defined in Section 14.24.050(D).

The GS-4 TOU monthly rates on monthly billings will be as follows:

Basic Service Charge	$616.00 per meter, per month
Demand Charge	
Winter	$6.71 per kW
Summer	$11.51 per kW
Energy Charge	
Winter	
Off Peak	$0.0691 per kWh
On Peak	$0.0884 per kWh
Super Peak	$0.0884 per kWh
Summer	
Off Peak	$0.0901 per kWh
On Peak	$0.1094 per kWh
Super Peak	$0.1432 per kWh
California Renewable Energy Requirement Surcharge	$0.0056 per kWh
California Greenhouse Gas Emission Reduction Requirement Surcharge	$0.0002 per kWh
Hydroelectric Adjustment	Annually adjusted charge or credit on billings that will be applied from July 1st to June 30th each fiscal year, as prescribed in Section 14.24.052

B. Effective January 1, 2023, the general service rates applied to service within a monthly billing period and charged to general service customers shall be as follows:

1. Small General Services (GS-1) Rate. The GS-1 monthly rates on monthly billings will be as follows:

Basic Service Charge	$44.00 per meter, per month
Energy Charge	
Winter	$0.1017per kWh
Summer	$0.1181 per kWh
California Renewable Energy Requirement Surcharge	$0.0056 per kWh
California Greenhouse Gas Emission Reduction Requirement Surcharge	$0.0002 per kWh
Hydroelectric Adjustment	Annually adjusted charge or credit on billings that will be applied from July 1st to June 30th each fiscal year, as prescribed in Section 14.24.052
Energy Cost Surcharge	Effective February 1, 2023 to December 31, 2024 an energy cost surcharge of $0.01235 per kWh.

2. Medium General Service (GS-2) Rate. The GS-2 monthly rates on monthly billings will be as follows:

Basic Service Charge	$65.00 per meter, per month
Demand Charge	$6.16 per kW
Energy Charge	
Winter	$0.1066 per kWh
Summer	$0.1282 per kWh
California Renewable Energy Requirement Surcharge	$0.0056 per kWh
California Greenhouse Gas Emission Reduction Requirement Surcharge	$0.0002 per kWh
Hydroelectric Adjustment	Annually adjusted charge or credit on billings that will be applied from July 1st to June 30th

	each fiscal year, as prescribed in Section 14.24.052
Energy Cost Surcharge	Effective February 1, 2023 to December 31, 2024 an energy cost surcharge of $0.01143 per kWh.

3. Large General Service (GS-3) Rate. TOU rates are mandatory for all customers receiving service in the GS-3 rate classification. Customers not having the necessary equipment to meter consumption on a TOU basis will be charged at the GS-2 rate until the necessary equipment is installed. Customers with facilities where the necessary TOU equipment is infeasible or impractical to employ, as determined by Roseville Electric, will be billed at the GS-2 rate. Discounts for primary services are provided pursuant to Section 14.24.050(D).

The GS-3 monthly rates on monthly billings will be as follows:

Basic Service Charge	$561.00 per meter, per month
Demand Charge	
Winter	$6.60 per kW
Summer	$11.57 per kW
Energy Charge	
Winter	
Off Peak	$0.0717 per kWh
On Peak	$0.0936 per kWh
Super Peak	$0.0936 per kWh
Summer	
Off Peak	$0.0936 per kWh
On Peak	$0.1153 per kWh

Super Peak	$0.1480 per kWh
California Renewable Energy Requirement Surcharge	$0.0056 per kWh
California Greenhouse Gas Emission Reduction Requirement Surcharge	$0.0002 per kWh
Hydroelectric Adjustment	Annually adjusted charge or credit on billings that will be applied from July 1st to June 30th each fiscal year, as prescribed in Section 14.24.052
Energy Cost Surcharge	Effective February 1, 2023 to December 31, 2024 an energy cost surcharge of $0.00992 per kWh.

4. Very Large General Service (GS-4) Rate. TOU rates are mandatory for all customers receiving service in the GS-4 rate classification. Discounts for primary services are defined in Section 14.24.050(D).

The GS-4 TOU monthly rates on monthly billings will be as follows:

Basic Service Charge	$641.00 per meter, per month
Demand Charge	
Winter	$6.71 per kW
Summer	$11.51 per kW
Energy Charge	
Winter	
Off Peak	$0.0709 per kWh
On Peak	$0.0907 per kWh
Super Peak	$0.0907 per kWh
Summer	
Off Peak	$0.0924 per kWh

On Peak	$0.1122 per kWh
Super Peak	$0.1469 per kWh
California Renewable Energy Requirement Surcharge	$0.0056 per kWh
California Greenhouse Gas Emission Reduction Requirement Surcharge	$0.0002 per kWh
Hydroelectric Adjustment	Annually adjusted charge or credit on billings that will be applied from July 1st to June 30th each fiscal year, as prescribed in Section 14.24.052
Energy Cost Surcharge	Effective February 1, 2023 to December 31, 2024 an energy cost surcharge of $0.00843 per kWh.

C. Aggregation of Demand. Accounts with multiple GS-3 service, or a combination of GS-3 and GS-4 service that combine to exceed 1,000 kW of billed demand in any six months of the prior calendar year will receive a discount of $0.003 per kWh on the GS-3 service total monthly billed energy.

D. Primary Service. Service provided at 12,000 volts or higher under delivery arrangements approved by Roseville Electric shall receive a discount of two percent of the energy and demand charges.

E. Contract Rates. The city reserves the right to negotiate and provide, by contract, service at rates other than those specified in the municipal code.

F. Standby Service Rate.

1. Applicability. This service is applicable to any general service customer who utilizes, in whole or in part, generating facilities, as defined in Roseville Electric Rule 21

standards for interconnection, other than solar, wind or solar/wind hybrid customer-owned generating facilities, to supply all or part of such customer's power requirements, and where:

a. Based upon the manufacturer's nameplate rating the generating facilities do not exceed 100 percent of their projected demand as determined by Roseville Electric.

b. Pursuant to Rule 21 standards for interconnection, generating facilities are connected to the city's electrical distribution system. The customer shall not operate such customer-owned generating facilities in parallel with the city's electrical system unless otherwise approved in advance by Roseville Electric.

An interconnection agreement between the city and customer is required for service under this rate, when the customer-owned generating facilities are interconnected with the city's electrical system.

2. Effective January 1, 2017 the standby service charge ($/kW of "rated capacity" per month) shall be as follows:

Secondary voltage	$6.71
Primary voltage	$6.58

"Rated capacity" is a fixed kilowatts value determined by the manufacturer's rating of the generator unit. In addition to the auxiliary or standby service rate, the city will continue to bill for all applicable charges under the appropriate rate schedule, including, but not limited to, basic service, energy and demand charges.

G. Demand/kWh Criteria. Service provided under general service rates shall be periodically evaluated for compliance with rate classification monthly demand and/or kWh criteria. If the monthly demand and/or kWh criteria are not satisfied, the service may be transferred to the appropriate general service rate effective with the next available billing cycle. Exceptions are at the discretion of Roseville Electric or by a customized customer contract (if applicable). Compliance with monthly demand/kWh criteria shall be determined in accordance with Section 14.24.020 rate classification.

H. Advanced Metering Service Charge. The advanced metering service charge is required for all GS-2 customers who have access to the city's online energy profiler system. GS-2 service, whose maximum demand is equal to or greater than 250 kW in two or more summer months (as defined in Section 14.24.021) in the prior calendar year, will receive a special load profile meter, and the ability to remotely access usage data. Customers with facilities where the necessary metering equipment is infeasible or impractical to employ, as determined by Roseville Electric, will be exempted from this charge. The city will charge a monthly service fee of $42.00 to cover maintenance, software support and related expenses.

SECTION 3. Section 14.24.055 of Chapter 14.24 of Title 14 of the Roseville Municipal Code is hereby amended to read as follows:

14.24.055 Outdoor, street lighting, traffic signal, and electric vehicle charging rates.

A. Outdoor Lighting Rate. All unmetered service including outdoor lighting service, will be charged in accordance with engineering determinations made by Roseville Electric. Service furnished under this rate may be discontinued at any location where the city's overhead

facilities are relocated, converted to underground, or the space on the pole utilized by the light is needed by the city for other facilities.

B. Street Lighting Rate. Consumption on city-owned streetlights is not metered. The base charge is set using estimated consumption. For the city-owned street lighting account, the monthly billing will be as follows:

1. Base Charge.

a. Effective January 1, 2022, a charge of $17,539.08 per month.

b. Effective January 1, 2023, a charge of $17,889.87 per month.

C. Traffic Signal Rate. For all city-owned traffic signal electric service, the monthly billing will be as follows:

1. Effective January 1, 2022.

Customer Charge	$34.41 per meter, per month
Energy Charge	$0.0339 per kWh
California Renewable Energy Requirement Surcharge	$0.0056 per kWh
California Greenhouse Gas Emission Reduction Requirement Surcharge	$0.0002 per kWh
Hydroelectric Adjustment	Annually adjusted charge or credit on billings that will be applied from July 1st to June 30th each fiscal year, as prescribed in Section 14.24.052

2. Effective January 1, 2023.

Customer Charge	$35.10 per meter, per month
Energy Charge	$0.0345 per kWh
California Renewable Energy Requirement Surcharge	$0.0056 per kWh
California Greenhouse Gas Emission Reduction Requirement Surcharge	$0.0002 per kWh
Hydroelectric Adjustment	Annually adjusted charge or credit on billings that will be applied from July 1st to June 30th each fiscal year, as prescribed in Section 14.24.052

D. City-Owned Electric Vehicle Charging Rate. For city-owned electric vehicle charging stations, the rate will be $0.30 per kWh.

E. Pole Attachment Rate. This rate applies to general service accounts attached to unmetered Roseville assets where the consumption of electricity is small or can be predetermined with reasonable accuracy by reference to the capacity of equipment served and the hours of operation. Roseville Electric will calculate electricity consumption in lieu of providing metering equipment.

1. Effective January 1, 2022.

Basic Service Charge	$10.49 per attachment, per month
Energy Charge	$0.1160 per kWh
California Renewable Energy Requirement Surcharge	$0.0056 per kWh
California Greenhouse Gas Emission Reduction Requirement Surcharge	$0.0002 per kWh

2. Effective January 1, 2023

Basic Service Charge	$10.70 per attachment, per month
Energy Charge	$0.1184 per kWh
California Renewable Energy Requirement Surcharge	$0.0056 per kWh
California Greenhouse Gas Emission Reduction Requirement Surcharge	$0.0002 per kWh

F. All rates in subsection A of this section will increase or decrease at the same percentage as the percentage change applied to the rates for the GS-1 rate classification.

G. Energy Cost Surcharge: effective February 1, 2023 to December 31, 2024 an energy cost surcharge of $0.00350 per kWh will be applied to all metered energy by customers defined in this section.

H. Energy Cost Surcharge: effective February 1, 2023 to December 31, 2024 an energy cost surcharge of $1431.19 per month will be applied to the Street Lighting rate defined in this section.

SECTION 4. This ordinance shall be effective at the expiration of thirty (30) days from the date of adoption.

SECTION 5. The City Clerk is hereby directed to cause this ordinance to be published in full at least once within fourteen (14) days after it is adopted in a newspaper of general circulation in the City, or shall within fourteen (14) days after its adoption cause this ordinance

to be posted in full in at least three (3) public places in the City and enter in the Ordinance Book a certificate stating the time and place of said publication by posting.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____

MAYOR

ATTEST:

_____

City Clerk

COUNCIL COMMUNICATION

CC #: 2427
File #: 0400-04-18 & 0400-08

Title:	North Industrial Plan Area Parcel 56 (2200 Freedom Way) Blue Oaks Commerce Center – Major Project Permit Stage 1 Modification and Major Project Permit Stage 2 Appeal
Contact:	Escarlet Mar 916-774-5247 emar@roseville.ca.us

Meeting Date: 12/7/2022
Item #: 8.1.

RECOMMENDATION TO COUNCIL

Based on the September 22, 2022 Planning Commission hearing, staff recommends the City Council deny the appeal of the Planning Commission's approval of entitlements related to the Blue Oaks Commerce Center project and take the following actions:

1. Consider the Addendum to the Blue Oaks Commerce Center Initial Study and Mitigated Negative Declaration; and
2. Adopt a resolution denying the appeal from the September 22, 2022 approval by the Planning Commission; adopting the two (2) findings of fact and approving the Major Project Permit Stage 1 Modification subject to ten (10) conditions of approval; and adopting the two (2) findings of fact and approving the Major Project Permit Stage 2 subject to ninety-three (93) conditions of approval.

BACKGROUND

This Council Communication provides a summary of the project, the Planning Commission hearing and the appeal. A detailed project background and evaluation is provided in the Planning Commission staff report, included as Attachment 1.

The project site is located at 2200, 2301, and 2201 Freedom Way, at the southwest corner of Blue Oaks Boulevard and Fidelity Way. The project has a zoning designation of General Industrial (M2) and a land use designation of General Industrial (IND) and is located on Parcel 56 of the North Industrial Planning Area (NIPA). The project site is bordered by Blue Oaks Boulevard to the north, a developed office building and an undeveloped parcel to the east, developed industrial uses to the south and Industrial Avenue and a railroad corridor to the west.

Project Description

The applicant requests approval of an MPP Stage 1 Modification to change the approved site plan by increasing the square footage of the industrial buildings on the site by approximately 50,000

square feet. The modification will also reorient the layout of the project site and reduce the overall number of industrial buildings. Furthermore, the project includes an MPP Stage 2 to evaluate the architecture and landscape plans of the four (4) new industrial buildings and associated site improvements. The future tenants of the buildings are unknown at this time, but it is anticipated that uses will include warehousing, light manufacturing, and/or distribution with office space. A detailed description and evaluation of the project is included in the Planning Commission staff report (see Attachment 1). The project site plan is included as Exhibit B.

Summary of Planning Commission Meeting

The project was heard by the Planning Commission on September 22, 2022. The Commission asked questions relating to the high volume of traffic along Blue Oaks Boulevard and whether any future CIP improvements are proposed on Blue Oaks, near the project site. Staff responded that the traffic associated with the proposed project is consistent with the citywide traffic model and that the widening of the Blue Oaks bridge is identified as a future CIP project. No public comments were provided during the hearing.

The Planning Commission considered the item and voted to approve the Major Project Permit Stage 1 Modification subject to ten (10) conditions of approval and the Major Project Permit Stage 2 subject to ninety-three (93) conditions of approval. The motion passed with a vote of 6 ayes, 0 nays, and 1 absent.

Appeal

On September 30, 2022, the City Clerk's office received a notice of appeal of the Planning Commission's action on the project (see Attachment 2). The appeal was submitted by the Lozeau Drury law firm, representing the Laborers' International Union of North America, Local Union No. 185. The appeal letter alleged the project should have completed an Initial Study and Mitigated Negative Declaration instead of an Addendum because mitigation measures are necessary to address the project's significant cumulative air quality impacts and air pollution emissions and energy usage.

This Council Communication provides a summary of the issues raised in the appeal.

Response I, Air Quality

The appeal asserts the Project may have potentially significant cumulative air quality impacts that were not previously analyzed in the 2010 NIPA Blue Oaks Commerce Center Initial Study and Mitigated Negative Declaration (NIPA Blue Oaks Commerce Center IS/MND) and new mitigation measures would substantially reduce one or more significant cumulative air quality impacts.

The commenter asserts that since the adoption of the NIPA Blue Oaks Commerce Center IS/MND there are new standard mitigation measures related to distribution centers and warehouses that would reduce the cumulative air quality impacts of the Project. However, the commenter fails to provide Project-specific impacts associated with air quality that would warrant new mitigation measures. According to California Environmental Quality Act (CEQA) Guidelines § 15162, an Addendum to a previously certified and adopted negative declaration or environmental impact report may be prepared for a project if only minor technical changes or additions are necessary or none of the conditions calling for the preparation of a subsequent EIR or negative declaration have occurred. As described in the Addendum, the increase of approximately 50,000 square-feet does not result in a substantial increase in the severity of a previously identified impact which would warrant an IS/MND or EIR. The Project air quality impacts associated with the increase in square footage of the Project are consistent with the development scenarios previously analyzed in the NIPA Blue Oaks Commerce Center IS/MND. Furthermore, current

Placer County Air Pollution Control District (PCAPCD) regulations, which are designed to ensure compliance with air quality standards, apply to the Project. Based on this information and the applicable mitigation measures previously outlined in the NIPA Blue Oaks Commerce Center IS/MND, the Project would not require any new mitigation measures.

Response II, Air Pollution & Energy

The appeal asserts the Project did not appropriately analyze the increase in energy usage associated with the increase in the building square footage.

The commenter provided no analysis or evidence that would prove their assertion, but rather the commenter makes a speculation and a general statement that the increase in the Project building square footage would generate an increase in energy usage because of an increase in trucks. The Addendum acknowledges that Energy was not previously analyzed in the 2010 NIPA Blue Oaks Commerce Center IS/MND because Energy is a new issue area that is now required to be examined. However, based on the Project's land use designation, the assumed development was evaluated as part of the citywide analysis prepared for the General Plan Update EIR, which assessed the energy demand and determined that the Project would not result in substantial unplanned demands, nor would it result in inefficient, wasteful, or unnecessary consumption of energy. The Project is within the scope of development assumed within the General Plan analysis. Thus, emissions from the project are not a new, project-specific impact requiring analysis, and per the tiering provisions of CEQA additional environmental analysis is not required. It is explicitly stated in the General Plan Update EIR that the EIR will be used by future projects for this tiering.

Public Outreach

The proposed project was distributed to all internal and external agencies and departments who have requested such notice, and all comments or recommended conditions of approval have been incorporated into the project, as appropriate. Notice of both the Planning Commission hearing and the City Council hearing was published in the Roseville Press Tribune and on the Roseville Coalition of Neighborhood Associations (RCONA) website, and mailed to all property owners and residents within a 300 foot radius of the project site. As of the writing of this report, staff has not received any public comment regarding the project.

Conclusion

Based on the analysis, the proposed project is consistent with the City's General Plan, Zoning Ordinance, North Roseville Area Design Guidelines, Community Design Guidelines, and the prior Blue Oaks Commerce Center project approvals. Therefore, staff recommends that the City Council deny the appeal of the Planning Commission's approval of entitlements and approve the Major Permit Project Stage 1 Modification and Major Project Permit Stage 2.

FISCAL IMPACT

The development of the site with four (4) new industrial buildings and associated site improvements will not result in negative impacts to the City's General Fund as it will develop two (2) vacant parcels with four (4) new industrial buildings.

ENVIRONMENTAL REVIEW

The City of Roseville, acting as Lead Agency, prepared an Addendum to the Blue Oaks Commerce Center Initial Study and Mitigated Negative Declaration (Adopted on May 27, 2010) for the Blue Oaks Commerce Center project (File #PL22-0101) consistent with CEQA Section

15164. This Addendum (see Exhibit A) evaluated the impact of development of the Blue Oaks Commerce Center, which includes the project site. The proposed project is substantially consistent with the Project previously evaluated in the Initial Study and Mitigated Negative Declaration (Adopted on May 27, 2010) and no new significant effects are expected to occur. In the September 30, 2022 appeal, Lozeau Drury challenges the determination that an Addendum was the appropriate environmental document for the Blue Oaks Commerce Center project and that the City should prepare a subsequent Mitigated Negative Declaration in lieu of the Addendum. However, the appeal letter does not offer any substantial evidence to support the claim for a subsequent Mitigated Negative Declaration. As mentioned above, in the analysis of the appeal, staff is confident that the Addendum adequately evaluated the Project and concluded that it would not result in any new or substantially more severe environmental impacts. Based on the analysis contained in the Addendum, the Addendum is the appropriate environmental document for this project.

Prior to the December 7th City Council hearing for the project, the City received a letter from Buchalter Law Group (see Attachment 3), representing Schnitzer Properties, concurring with the City's CEQA determination that an Addendum was the appropriate environmental document for CEQA compliance, and requesting the City Council adopt the Addendum to the Blue Oaks Commerce Center Initial Study and Mitigated Negative Declaration.

Therefore, staff recommends the City Council consider the proposed Addendum to the Blue Oaks Commerce Center Initial Study and Mitigated Negative Declaration.

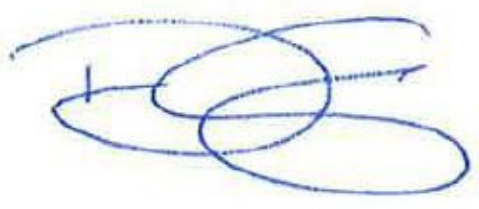
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal D - Enhance economic vitality
Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Escarlet Mar, Associate Planner

Mike Isom, Development Services Director



_____
Dominick Casey, City Manager

ATTACHMENTS:
Description

Attachment 1 Planning Commission Staff Report

Attachment 2 Appeal

Attachment 3 Buchalter Letter on behalf of Schnitzer Properties

Attachment 4 Vicinity Map

Resolution 22-440

Exhibit A Addendum to the Blue Oaks Commerce Center Mitigated Negative Declaration

Exhibit B Site Plan

Exhibit C Preliminary Grading Plan

Exhibit D Preliminary Utility Plan

Exhibit E Topographic & Boundary Survey

Exhibit F Landscape Plan

Exhibit G Floor Plan

Exhibit H Elevations

Exhibit I Site Lighting Plan & Photometric

Exhibit J Materials and Color Board

CITY OF ROSEVILLE CALIFORNIA

PLANNING DIVISION STAFF REPORT
PLANNING COMMISSION MEETING September 22, 2022

Prepared by: Escarlet Mar, Associate Planner

ITEM 6.2: Major Project Permit Stage 1 Modification and Major Project Permit Stage 2 – 2200 Freedom Way – NIPA PCL 56 – Blue Oaks Commerce Center – File #PL22-0101

REQUEST

The applicant requests approval of a Major Project Permit (MPP) Stage 1 Modification and MPP Stage 2 to allow construction of four (4) industrial buildings totaling approximately 310,000 square feet in size, which will be located on two (2) parcels totaling 23.94-acres in size.

Applicant – Jennifer Kimura, VLMK Engineering + Design
Property Owner – Harsch Investment Properties II, LLC

SUMMARY RECOMMENDATION

The Planning Division recommends the Planning Commission take the following actions:

1. Consider the Addendum to the Blue Oaks Commerce Center Initial Study and Mitigated Negative Declaration; and
2. Adopt the two (2) findings of fact and approve the Major Project Permit Stage 1 Modification subject to ten (10) conditions of approval; and
3. Adopt the two (2) findings of fact and approve the Major Project Permit Stage 2 subject to ninety-three (93) conditions of approval.

SUMMARY OF OUTSTANDING ISSUES

There are no outstanding issues associated with this request. The applicant has reviewed and is in agreement with all recommended conditions of approval.

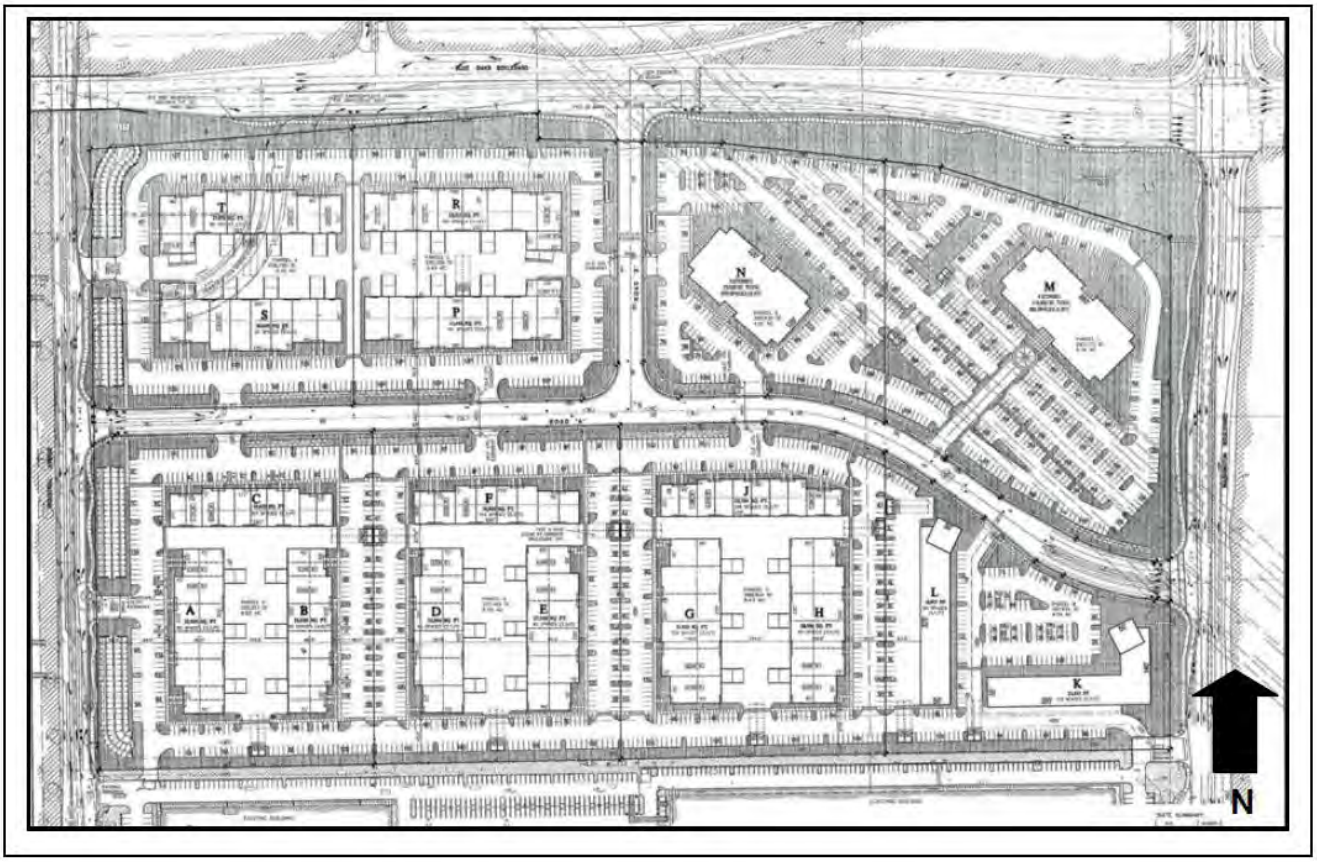
BACKGROUND

The project site is located at 2200, 2301, and 2201 Freedom Way, at the southwest corner of Blue Oaks Boulevard and Fidelity Way (see Figure 1). On June 1, 2022, planning staff approved a Voluntary Merger (File# PL22-0059) to merge Parcel 4 (017-123-083) and Parcel 5 (017-123-084) of the Blue Oaks Commerce Center Subdivision Parcel Map into one (1) parcel. As of this writing, the lot merger has been recorded. The project has a zoning designation of General Industrial (M2) and a land use designation of General Industrial (IND) and is located on Parcel 56 of the North Industrial Planning Area (NIPA). The North Roseville Area Design Guidelines were adopted in order to influence the general character of development within the NIPA. The project site is bordered by Blue Oaks Boulevard to the north, a developed office building and an undeveloped parcel to the east, developed industrial uses to the south and Industrial Avenue and a railroad corridor to the west.

On May 27, 2010, the Planning Commission approved a Major Project Permit (MPP) Stage 1 and a Tentative Subdivision Map for development of the Blue Oaks Commerce Center project with a 575,505 square feet office, industrial and retail complex (File# 2007PL-039) (see Figure 2 below). An Initial Study leading to a Mitigated Negative Declaration was prepared as part of the MPP Stage 1 and Tentative Subdivision Map for the project to evaluate the environmental impacts of developing NIPA PCL 56, which was adopted by the Planning Commission.

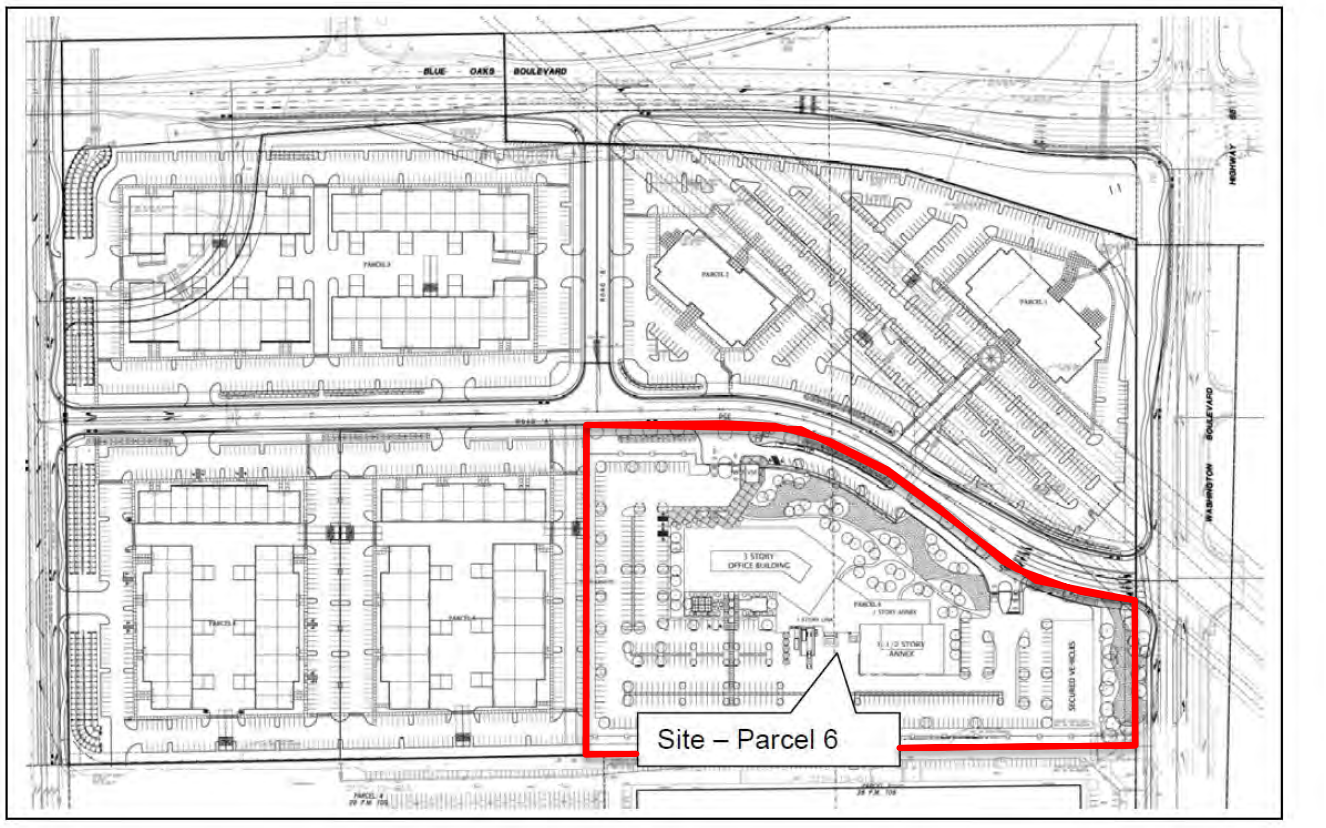
Figure 1: Project Location

Figure 2: Approved Blue Oaks Commerce Center Site Plan (File# 2007PL-039)



On October 23, 2014, the Planning Commission approved a modification to the MPP Stage 1 site plan to allow the elimination of the retail portion of the project and replace 80,724 square feet of industrial uses with an approximately 122,385 square foot three story office building for the Federal Bureau of Investigation (FBI) (see Figure 3). A MPP Stage 2 was also approved for the FBI Office building, which approved the building architecture, site grading, and on-site landscaping. The MPP Stage 1 entitlement approved in 2010 included conceptual landscape plans for the Blue Oaks Commerce Center. The landscape plans were deemed to be consistent with the North Roseville Area Design Guidelines (NRADG). The NRADG was adopted in 1992 and does not address current water efficient landscape requirements. On May 24, 2016, the Planning Manager approved an Administrative Permit to modify the master landscape plan for the Blue Oaks Commerce Center to include more drought tolerant species and meet current water efficiency standards.

Figure 3: Blue Oaks Commerce Center Modified Site Plan (red)



Proposed Project

The proposed project is located on Parcel 1, 4, and 5 as illustrated in Figure 4. The total area of the project site is approximately 23.94 acres. The revised project will allow the development of four (4) industrial buildings totaling approximately 310,000 square feet in size with associated parking, lighting, and landscaping (see Figure 5). The eastern corner parcel of the previously approved Blue Oaks Commerce Center will remain unchanged with this application.

The request for an MPP Stage 1 Modification would change the approved site plan by increasing the square footage of the industrial buildings on the site by approximately 50,000 square feet. The modification will also reorient the layout of the project site and reduce the overall number of industrial buildings. Lastly, the project includes an MPP Stage 2 to evaluate the architecture and landscape plans of the four (4) new industrial buildings and associated site improvements. The future tenants of the buildings are unknown at this time, but it is anticipated that uses will include warehousing, light manufacturing, and/or distribution with office space.

Figure 4: Blue Oaks Commerce Center Parcel Maps

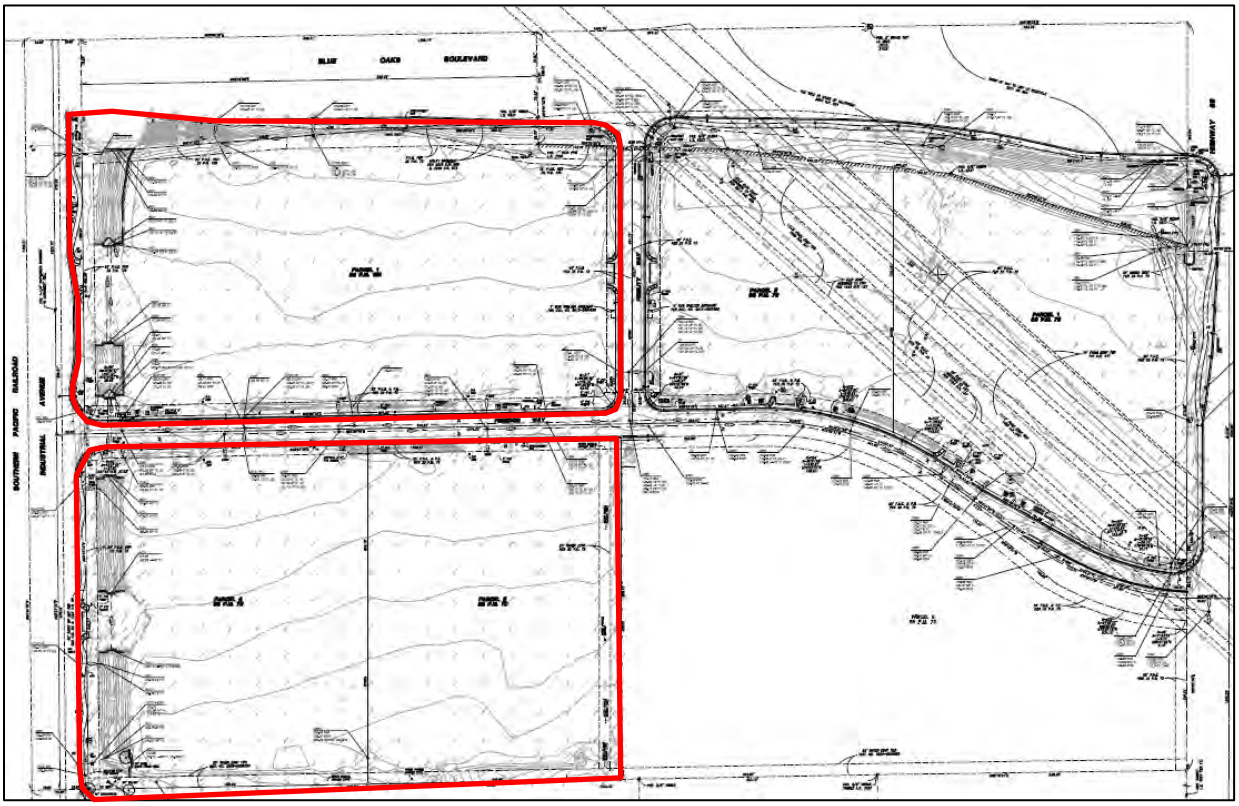
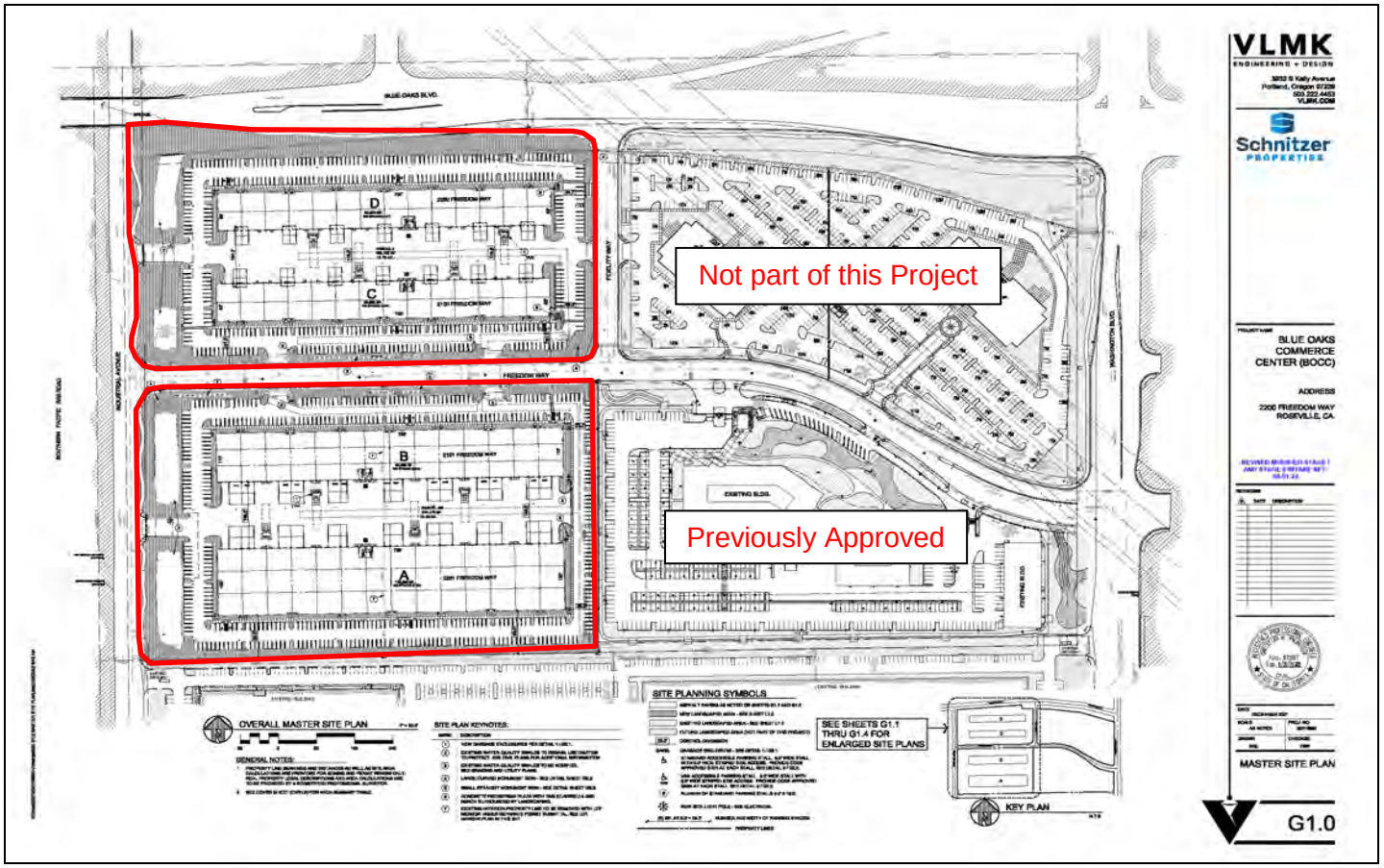


Figure 5: Overall Conceptual Site Plan



EVALUATION

The proposed project is being evaluated through the Major Project Permit entitlement process. The intent of the MPP process is to streamline the review of large and diverse projects that could be constructed over a period of several years. The MPP process allows for the resolution of site issues prior to the review of more detailed architectural and landscape plans that may not be finalized at the time the site plan is ready. In accordance with the City's MPP Section of the Zoning Ordinance, the MPP review process is segregated into three separate stages. The evaluation section of this report includes an analysis of the requested MPP Stage 1 Modification and MPP Stage 2. Each entitlement is analyzed for its consistency with the goals and policies of the applicable regulations, including the General Plan, the Zoning Ordinance, the Community Design Guidelines, the North Industrial Planning Area, and the North Roseville Area Design Guidelines.

Section 19.82.040 of the City of Roseville Zoning Ordinance describes the procedures for an amendment to a Major Project Permit. According to Section 19.82.040(C), all amendments that are not considered minor shall be reviewed in the same manner as the initial approval. The proposed request includes modifying the site plan and constructing four (4) new industrial buildings. This modification does not meet the minor modification criteria and; therefore, requires final action by the Planning Commission subject to the findings for a Major Project Permit Stage 1. The required findings are listed below in ***italicized, bold*** text and are followed by an evaluation.

The findings for a MPP Stage 1 (or modification of same) are as follows:

1. ***The Preliminary Development Plan is consistent with the General Plan, applicable Specific Plan, and adopted City Design Guidelines; and***
2. ***The design and installation of the Preliminary Development Plan shall not be detrimental to the public health and safety, or be materially detrimental to the public welfare.***

The findings for the MPP Stage 2 are as follows:

1. ***The architecture and landscaping is consistent with the General Plan, applicable Specific Plan, and adopted City Design Guidelines; and Phase 1 approval; and***
2. ***The design and installation of the Preliminary Development Plan shall not be detrimental to the public health and safety, or be materially detrimental to the public welfare.***

These findings are essentially the same, with the MPP Stage 1 Modification findings referring to the preliminary development plan, and the MPP Stage 2 findings referring to the architecture and landscaping, as well as consistency with the Stage 1 project. Therefore, for the purposes of this evaluation, both stages are examined together.

Site Plan and Building Siting: The project will modify the approved site plan by reorienting the industrial buildings on parcels 1, 4, and 5, and increasing the total square footage by approximately 50,000 square feet. Parcel 1 is situated at the southwest corner of Blue Oaks Boulevard and Fidelity Way, and Parcels 4 and 5 are located south of Parcel 1 and bounded by Industrial Avenue to the west and Freedom Way to the north.

As previously mentioned, on June 1, 2022, City staff approved a Voluntary Merger (File# PL22-0059) to merge Parcel 4 (017-123-083) and Parcel 5 (017-123-084) of the Blue Oaks Commerce Center Subdivision Parcel Map into one (1) parcel (resultant Parcel A). As of this writing, the Lot Merger has been recorded. Therefore, the project will encompass two (2) legal parcels.

Figure 6: Parcel 1 Proposed Site Plan

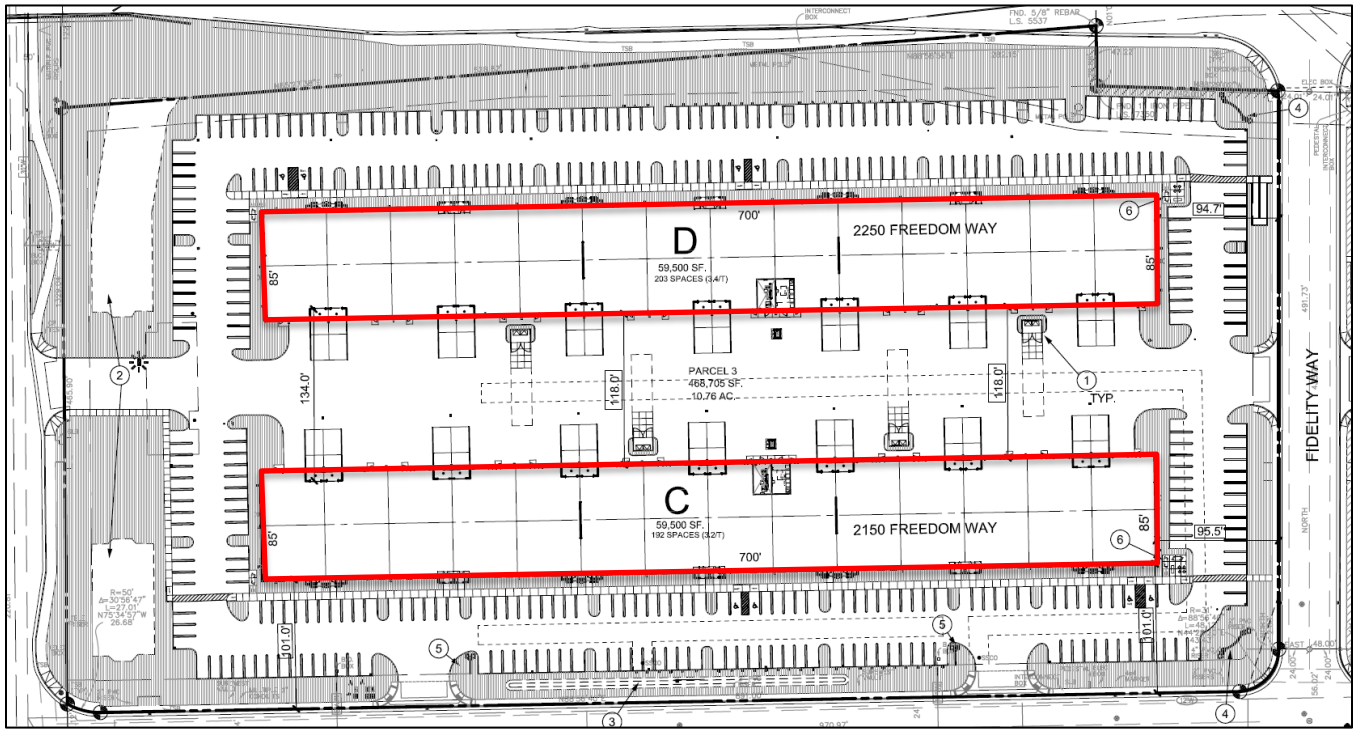
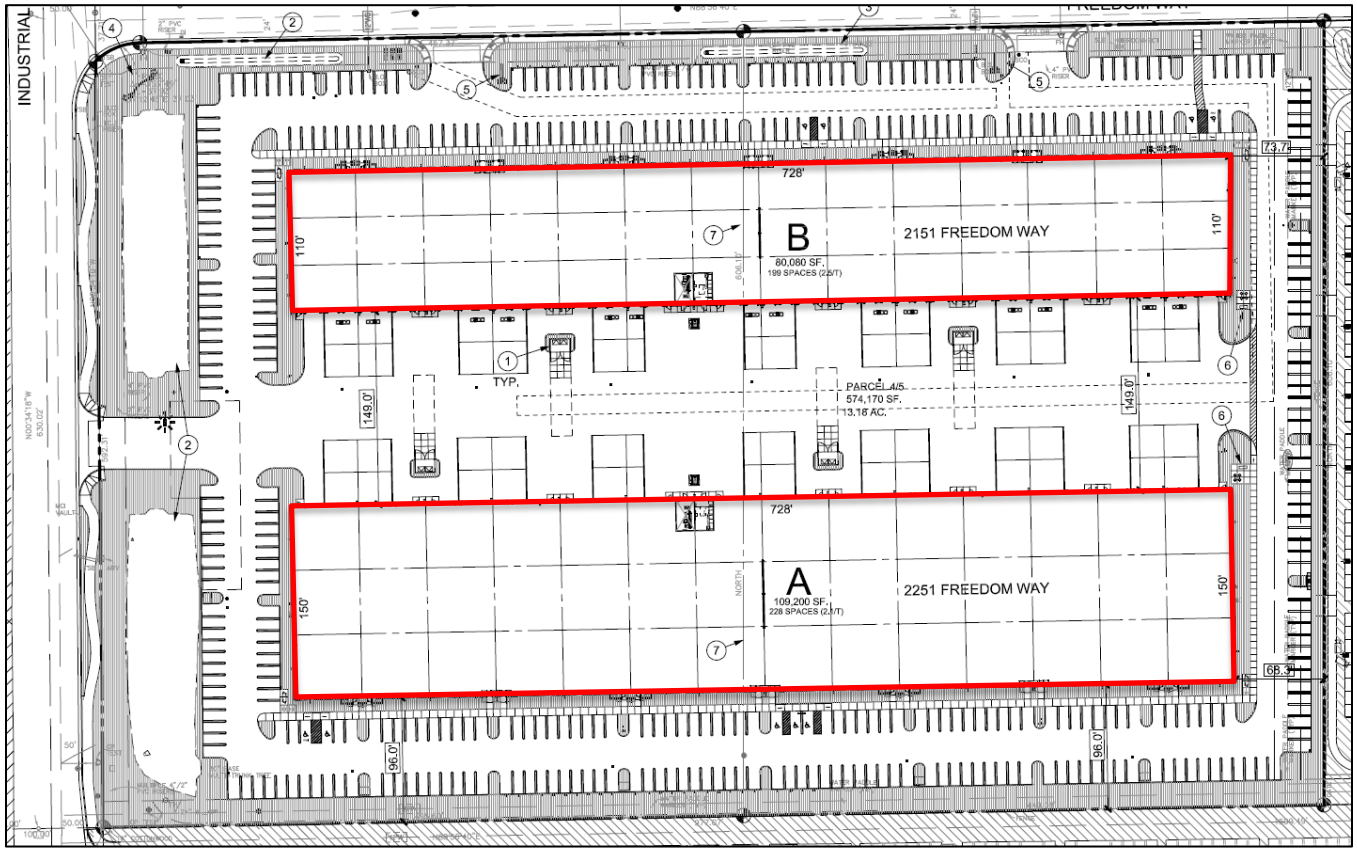


Figure 7: Parcel A Proposed Site Plan



Parcel 1 is proposed with two (2) standalone industrial buildings measuring 85 feet in width and 700 feet in length, totaling 119,500 square feet of building area (see Figure 6). Building D is setback approximately

120 feet from Blue Oaks Boulevard and has a front average setback of 105 feet. Similar to Parcel 1, Parcel A is proposed with two (2) standalone industrial buildings (see Figure 7). Building A is proposed to measure approximately 150 feet in depth and 730 feet in width. Building B is proposed to measure 110 feet in depth and 730 feet in width. The total square footage of Buildings A and B is approximately 189,300 square feet in size.

The NRADG requires minimum landscape setbacks for both Primary Arterial Corridors and Secondary Arterial Corridors. According to the NRADG, Blue Oaks Boulevard is designated as a Primary Landscape Corridor and Industrial Avenue as a Secondary Landscape Corridor, therefore, a 50 foot landscape corridor is proposed along Blue Oaks Boulevard and a 35 foot landscape corridor is proposed along Industrial Avenue. At the northeast corner of Parcel 1 the parking stalls encroach 2 feet within the landscape corridor. As a result of this encroachment the landscape corridor is decreased by two (2) feet, to allow for a minimum drive aisle width of 24 feet which will allow adequate emergency access and backup distance for vehicles exiting these spaces. This minor reduction in setback is supported by staff and is the only area of the project site where the landscape corridor is less than 50 feet.

Pursuant to the NRADG, a building pad landscape area of 10 feet is also required around the buildings. Buildings A-D all propose this landscape zone around the buildings where permissible.

Vehicle Access and Circulation: The changes to the site plan will result in modifications to the access and circulation pattern of the parcels. The project will provide driveways along Industrial Avenue to the west, along Freedom Way to the south and north, and along Fidelity Way to the east, consistent with the original MPP approval. However, a vehicle access evaluation of the project site was prepared by Fehr & Peers (Attachment 2) and found that the second driveway along Industrial Avenue would permit full turning movements. The same study also found that the driveway north of Freedom Way and South of the Blue Oaks Bridge would only permit right-turns in and out of the site.

Therefore, the Engineering Division has added Condition #7, which will require the driveway along Industrial Avenue on Parcel 1 to restrict inbound and outbound movements to right-turns only by constructing a narrow raised curb on the east edge of the median within Industrial Ave. City Engineering and Fire Department staff have reviewed the project and found it to conform to City design standards and emergency vehicle response standards. The project has adequate vehicle site access, meets design standards, and will not be detrimental to public health and safety.

Parking: The Blue Oaks Commerce Center project was approved and designed so that adequate parking for all uses was provided on each parcel independent of other projects and will meet the City's parking standards.,

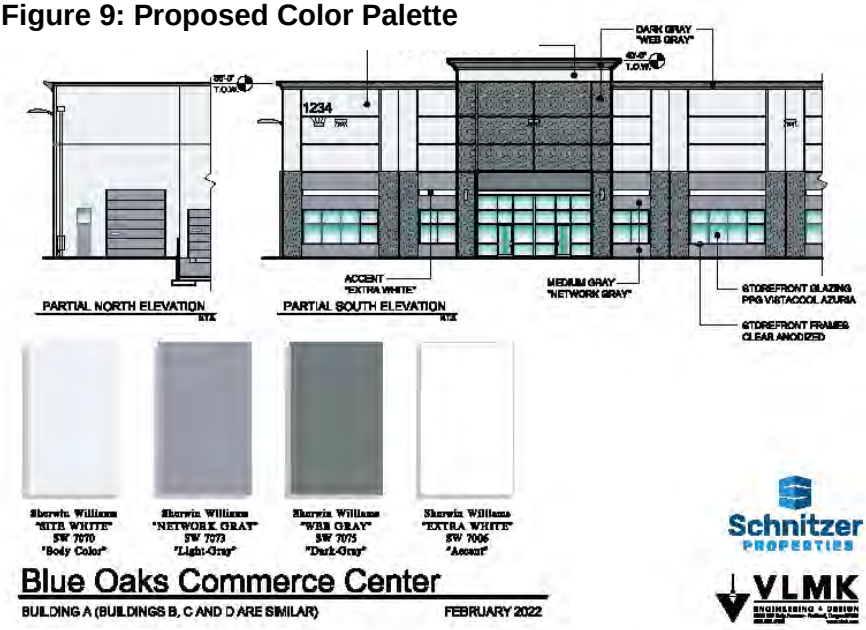
Based on the Zoning Ordinance parking requirement for general industrial uses, the project is required a minimum of 400 parking spaces. Between the Parcels 1 and A, the project proposes 822 parking spaces, 4 bike parking, and 99 Clean Air/EV parking spaces, exceeding the parking requirement.

Architecture: The Blue Oaks Commerce Center MPP Stage 1 included the review and approval of the conceptual architecture and landscaping for the site. The purpose of the conceptual plans is to show a consistent architecture and landscape theme, in compliance with the applicable design guidelines, that provides a guide for development of the site. The Community Design Guidelines suggest that projects with multiple buildings develop an architectural theme throughout the project. The Blue Oaks Commerce Center MPP Stage 1 conceptual plans show a concrete tilt-up construction, score lines and wall, and roof line variation to provide visual interest, consistent with the Community Design Guidelines (see Figure 8).

Figure 8: Blue Oaks Commerce Center MPP Stage 1 Approved Building Elevations

The Blue Oaks Commerce Center Buildings A, B, C, & D will be of similar design to the approved MPP Stage 1 plans. The project buildings are designed as a concrete tilt-up industrial buildings with architecture features like reveals, stepped facades and parapets, metal cornices, steel beam accents over the windows and canopies at the entries. The buildings are rectangular in shape with variation in height to break up the structure and provide visual interest. The heights of the buildings vary between 35 feet and 43 feet tall, consistent with the NRADG. The project incorporates a similar paint palette found in other warehouse buildings within the vicinity, the buildings are proposed a variation of grey and white colors (see Figure 9).

Figure 9: Proposed Color Palette



The buildings are designed with a main entrance door defined by the forward presentation and aluminum storefront windows. The back elevations of each building will consist of a metal roll-up door for the loading dock area. The proposed evergreen trees at the corners of each building will minimize the views of the loading docks from public view. As proposed, the design of the buildings is similar to the approved Blue Oaks Commerce Center MPP Stage 1, and is consistent with the NRADG and the CDG.

Landscaping: The Blue Oaks Commerce Center conceptual landscape plans included a master landscape palette to be applied throughout the project. The proposed planting plan includes street trees suggested in the NRADG, shade trees, accent trees, and drought tolerant plants. Trees include a mix of London Planes and Chinese Pistache along the roadways and within the parking area, and Red Maples, Birch, Deodar Cedar, Loquat, Hawthorne, and Crape Myrtles around the building. Curvilinear lawns, areas of mow-free fescue, and shrub plantings are to be used along roadway frontages. The water quality swales should also be planted with trees and suitable vegetation that will allow the water treatment system to function properly. Consistent with the NRADG, 10 feet of planting area will be provided around the base of all buildings. The final landscaping will be required to adhere to the Water Efficient Landscaping Ordinance (WELO).

Landscaping within the parking area will consist of a mix of Cherokee crape myrtle and drake lacebark elm. The CDG requires that 50-percent of the paved parking areas be shaded by trees at 15-year maturity. The landscaping plan indicates that the project site will provide 54-percent parking lot shading, meeting the requirement. Lastly, along the north side of Freedom Way a Pacific Gas & Electric (PG&E) gas main exists that precludes any trees or shrubs to be located within five feet of the gas line. The proposed site plan shows the majority of the street trees would be located a minimum of five (5) feet from this line. To ensure this requirement, Condition #10 has been added to the project. Overall, the landscape design is consistent with the landscaping palate used throughout the NRADG and is consistent with the CDG.

Lighting: The parking lot lighting will consist of LED pole-mounted lights with an overall height of twenty-five (25) feet. This height complies with CDG Policy OI-82, which requires pole mounted lighting to be no taller than 35 feet for industrial projects. Consistent with CDG Policy OI-78, the lighting sources will have cut off lenses and be located to avoid light spillage and glare on adjacent properties and in private spaces. The lighting is conditioned to comply with the City's minimum lighting level requirements (0.5 foot-candles in pedestrian areas and 1.0 foot-candles in vehicle areas). As such, staff finds the photometric plan is consistent with the CDG.

CONCLUSION

The proposed project is consistent with the City's General Plan, Zoning Ordinance, North Roseville Area Design Guidelines, CDG, and the prior Blue Oaks Commerce Center project approvals. Therefore, staff recommends that the Planning Commission approve the MPP Stage 1 Modification and MPP Stage 2.

PUBLIC OUTREACH

The proposed project was distributed to all internal and external agencies and departments who have requested such notice, and all comments or recommended conditions of approval have been incorporated into the project, as appropriate. Early notification of the project was posted on the Roseville Coalition of Neighborhood Associations (RCONA)'s website. A notice of the public hearing was published in the Roseville Press Tribune on September 10, 2022 and a notice of the hearing was also distributed to all property owners within 300 feet of the site and posted on the RCONA website. No comments have been received as of publication of the staff report.

ENVIRONMENTAL DETERMINATION

An Addendum to the Blue Oaks Commerce Center Initial Study and Mitigated Negative Declaration (Adopted on May 27, 2010) was prepared for the Blue Oaks Commerce Center project (File #PL22-0101) consistent with CEQA Section 15164. This Addendum evaluated the impact of development of the Blue Oaks Commerce Center, which includes the project site. The proposed project is substantially consistent with the previously evaluated project, and no new effects are expected to occur.

RECOMMENDATION

The Planning Division recommends the Planning Commission take the following actions:

1. Consider the Addendum to the Blue Oaks Commerce Center Initial Study and Mitigated Negative Declaration; and
2. Adopt the two (2) findings of fact and approve the **MAJOR PROJECT PERMIT STAGE 1 MODIFICATION – 2200 FREEDOM WAY – NIPA PCL 56 – BLUE OAKS COMMERCE CENTER (BLDS. A, B, C, & D) – FILE #PL22-0101** subject to ten (10) conditions of approval; and
3. Adopt the two (2) findings of fact and approve the **MAJOR PROJECT PERMIT STAGE 2 – 2200 FREEDOM WAY – NIPA PCL 56 – BLUE OAKS COMMERCE CENTER (BLDS. A, B, C, & D) – FILE #PL22-0101** subject to ninety-three (93) conditions of approval.

CONDITIONS OF APPROVAL FOR THE MPP STAGE 1 MODIFICATION – FILE #PL22-0101

1. This Major Project Permit (MPP) Stage 1 modification approval shall be effectuated within a period of two (2) years from **September 22, 2022** and if not effectuated shall expire on **September 22, 2024**. Prior to said expiration date, the applicant may apply for an extension of time, provided this approval does not extend the expiration beyond **September 22, 2025**. (Planning)

2. The project is approved as shown in Exhibit A – B and as conditioned or modified below. (Planning)

3. The project is subject to the previously approved conditions of approval for the NIPA Blue Oaks Commerce Center MPP Stage 1 – File 2007PL-039 (MPP-000013 & SUB-000143), except as conditioned or modified below. (Planning)

4. The project shall comply with all required environmental mitigation identified in the Blue Oaks Commerce Center Initial Study and Mitigated Negative Declaration (File# 2007PL-039) and subsequent Addendum prepared for the project, and shall include all applicable mitigation measures as notes on the grading plans. (All Departments)

5. Bike parking and clean air vehicle spaces shall be provided per the California Green Building Standards. Bike rack/locker design and location shall be approved by Alternative Transportation. (Alternative Transportation, Building).

6. The applicant shall provide a bus shelter easement at the location of the bus shelter pad along northbound Industrial Avenue, north of Freedom Way, adjacent to the site. (Engineering, Alternative Transportation)

7. The applicant shall install a raised curb at the northern driveway along Industrial Avenue, per the recommendations identified in the Technical Memorandum (Focused Access Evaluation for the Blue Oaks Commerce Center) prepared by Fehr & Peers dated July 26th, 2022. The raised curb shall begin 100 feet north of the driveway centerline and end 75 feet to the south of the driveway centerline. A One Way Only sign shall be placed within the raised curb visible to vehicles exiting the driveway. A NO U-Turn sign shall be installed at the north end of the raised curb or in the adjacent median. This will limit this driveway to right in/out only. (Engineering)

8. The applicant shall stripe a 175 foot southbound left-turn lane within the paved median to serve the southern driveway located along Industrial Avenue. All turning movements are approved on this driveway. (Engineering)

9. The address for this project shall be 2200 Freedom Wy. The address for proposed Building A shall be 2251 Freedom Wy. The address for proposed Building B shall be 2151 Freedom Wy. The address for proposed Building C shall be 2150 Freedom Wy. The address for proposed Building D shall be

2250 Freedom Wy. All projects with multi-tenants or buildings must submit a site plan with building footprint(s) and suite numbers to the Development Services Department (Business Services – Addressing) for review and approval. (Business Services).

10. All trees and shrub plantings along Freedom Way shall be at least 5-feet away from the existing Pacific Gas & Electric gas line. (Planning)

CONDITIONS OF APPROVAL FOR THE MPP STAGE 2 – FILE #PL22-0101

1. This Major Project Permit approval shall be effectuated within a period of two (2) years from **September 22, 2022** and if not effectuated shall expire on **September 22, 2024**. Prior to said expiration date, the applicant may apply for an extension of time, provided this approval does not extend the expiration beyond **September 22, 2025.** (Planning)

2. The project is approved as shown in Exhibits A – B and as conditioned or modified below. (Planning)

3. Lighting shall be reviewed with Stage Two and shall comply with Community Design Guidelines lighting standards (1 footcandle for roadways and parking lots and 0.5 footcandles for walkways). (Planning)

4. Tree plantings on the project site shall cumulatively provide a minimum of 50% shade coverage for parking areas and drive aisles, consistent with the Community Design Guidelines. (Planning)

5. Fencing and retaining walls shall be reviewed with the MPP Stage 2 application and shall be consistent with the Zoning Ordinance, Community Design Guidelines and North Roseville Design Guidelines, and improvement standards. (Planning)

6. The applicant shall pay City's actual costs for providing plan check, mapping, GIS, and inspection services. This may be a combination of staff costs and direct billing for contract professional services. (Engineering, Environmental Utilities, Finance)

7. The design and construction of all improvements shall conform to the Improvement Standards and Construction Standards of the City of Roseville, or as modified by these conditions of approval, or as directed by the City Engineer. (Engineering)

8. The applicant shall not commence with any on-site improvements until such time as grading and/or improvement plans are approved and grading and/or encroachment permits are issued by the Development Services - Engineering. (Engineering)

9. The approval of this project does not constitute approval of proposed improvements as to size, design, materials, or location, unless specifically addressed in these conditions of approval. (Engineering)

PRIOR TO ISSUANCE OF BUILDING PERMITS:

10. All buildings shall be occupied with uses permitted in the General Industrial (M2) zone district, per the Roseville Municipal Code. Conditionally permitted uses may be permitted upon approval of a Conditional Use Permit prior to building occupancy. Uses not permitted under the current zoning shall only be permitted upon approval of a Rezone. All future development must comply with the Roseville Zoning Ordinance. (Planning)

11. Parking lot design shall conform to the City's design standards, including the following minimum standards for parking stalls:

    a. All parking stalls shall be double-striped. Parking stalls adjacent to sidewalks, landscaped areas or light fixtures, and all Accessible stalls shall abut a 6-inch raised curb or concrete bumper. (Planning)

b. Standard – 9 feet x 18 feet; Compact – 9 feet x 16 feet; Accessible – 14 feet x 18 feet (a 9-foot-wide parking area plus a 5-foot-wide loading area) and a minimum of one (1) parking space shall be Accessible van accessible – 17 feet x 18 feet (9-foot-wide parking area plus an 8-foot-wide loading area). (Planning)

c. An 'exterior routes of travel' site accessibility plan incorporating slope, cross-slope, width, pedestrian ramps, curb ramps, handrails, signage, detectable warnings or speed limit signs or equivalent means shall comprise part of the site improvement plans submitted to City for review, prior to building plan check approvals. This site accessibility plan shall also include:

i. Accessible parking stalls shall be dispersed and located closest to accessible entrances. The total number of accessible parking spaces shall be established by Table 11B-208.2 of the CBC.

ii. Accessible Parking spaces and crosswalks shall be signed, marked and maintained as required by Chapter 11 of the CBC.

iii. Accessible parking and exterior route of travel shall comply with CBC, Sections 11B-206 and 11B-208. (Building)

12. Signs and/or striping shall be provided on-site as required by the Planning Department to control on-site traffic movements. (Planning)

13. The plans submitted to the Building Department for permits shall indicate all approved revisions/alterations as approved by the Commission including all conditions of approval. (Planning)

14. The project Landscape Plans shall comply with the following:

a. The Landscape Plan shall indicate the location of, and be designed to avoid conflicts with, all pole-mounted light fixtures and utility equipment including (but not limited to) electric transformers, switchgear, and overhead lines; backflow preventers; fire department connections; and public water, sewer, and storm drain facilities. (Planning, Fire, Environmental Utilities, Electric, Public Works)

b. The tree plantings in the parking lot shall be designed to provide a minimum of 50% shade coverage after 15 years. (Planning)

c. At a minimum, landscaped areas not covered with live material shall be covered with a rock, (3") bark (no shredded bark) or (3") mulch covering. (Planning)

d. The landscape plan shall comply with the Landscape Guidelines for North Roseville Area Design Guidelines and the City of Roseville Water Efficient Landscape Ordinance. (Planning, Environmental Utilities)

e. Landscaping adjacent to preserve areas shall consist of California native, drought-tolerant groundcover, shrubs, plants, and trees. (Open Space, Planning)

f. All landscaping in areas containing electrical service equipment shall conform to the Electric Department's Landscape Requirements and Work Clearances as outlined in Section 10.00 of the Departments "Specification for Commercial Construction." (Electric)

g. Slopes within landscape planters shall be no more than 3:1. A two-foot flat bench located at back-of-walk shall be included in the landscape area to slow or allow absorption of nuisance run-off from the planters. (Parks, Recreation, and Libraries)

h. All landscaping shall conform to the standards of crime prevention through environmental design with the intent to create natural surveillance, controlling access, and territorial reinforcement to property boundaries. (Police)At a minimum, landscaped areas not covered with live material shall be covered with a rock, (2") bark (no shredded bark) or (2") mulch covering. (Planning)

15. Any roof-mounted equipment and satellite dishes proposed shall be shown on the building plans. The equipment shall be fully screened from public streets and the surrounding properties. (Planning)

16. At the time of building permit application and plan submittal, the project applicant shall submit a proposed plan which shows the proposed addressing for the building and dwelling unit numbers. The Building Official, or the designee, shall approve said plan prior to building permit approval. Refer to the *City of Roseville Addressing Guidelines*. (Building)

17. At the time of building permit application and plan submittal, the project applicant shall submit a proposed plan which shows the proposed suite addressing for individual tenant spaces within the building. The Building Official, or the designee, shall approve said plan prior to building permit approval. Refer to the *City of Roseville Addressing Guidelines*. (Building)

18. A separate Architectural Site Accessibility Plan which details the project's site accessibility information as required by California Title 24, Part 2 shall be submitted as part of the project Building Permit Plans. (Building)

19. For Multiple Building Complexes: As part of the required Architectural Site Accessibility Plan, the developer shall delineate the extent of the site accessibility improvements being installed as part of the initial improvements for the project, and those that are planned to be developed as part of subsequent phases (i.e. around future pad buildings). (Building)

20. Building permit plans shall comply with all applicable code requirements (California Building Code – CBC – based on the International Building Code, California Green Building Standards Code– CGBSC, California Mechanical Code – CMC – based on the Uniform Mechanical Code, California Plumbing Code – CPC – based on the Uniform Plumbing Code, California Fire Code – CFC – based on the International Fire Code – with City of Roseville Amendments – RFC, California Electrical Code – CEC – based on the National Electrical Code, and California Energy Standards – CEC T-24 Part 6), California Title 24 and the American with Disabilities Act - ADA requirements, and all State and Federally mandated requirements in effect at the time of submittal for building permits (contact the Building Division for applicable Code editions). (Building)

21. For restaurants, other food services, or commercial swimming pools: The developer shall obtain all required approvals and permits from the Placer County Health Department. (Building)

22. For restaurants, other food services, or commercial swimming pools: The developer shall obtain all required approvals and permits from the Placer County Health Department and the City of Roseville Industrial Waste Division. (Building, Environmental Utilities)

23. Maintenance of copy of building plans: Health and Safety Code section 19850 requires the building department of every city or county to maintain an official copy of the building plans for the life of the building. As such, each individual building shall be submitted as a separate submittal package. Building plan review, permit issuance and archiving is based on each individual building address. (Building)

24. For all work to be performed off-site, permission to enter and construct shall be obtained from the property owner, in the form of a notarized right-of-entry. Said notarized right-of-entry shall be provided to Public Works prior to approval of any plans. (Public Works)

25. Improvements on Industrial Avenue shall be constructed to obtain 12-foot north bound and south bound travel lanes, a 10-foot north bound auxiliary lane across the entire frontage, a 12 –foot two-way left turn lane, and a 4-foot north bound bike lane. The property frontage on Industrial Avenue shall be improved to include standard curb, gutter, and an 8-foot detached pedestrian path. The site shall be accessed, with full turn movements, through Road A and the A-7 driveways located north and south of Road A. Driveways shall be 35-feet in width and shall have 30-foot curb returns for truck access. (Engineering)

26. The Improvement Plans shall include a complete set of Landscape Plans. The Landscape Plans shall be approved with the Improvement Plans. (Planning, Public Works, Fire, Environmental Utilities, Electric)

27. A note shall be added to the grading plans that states:

    *"Prior to the commencement of grading operations, the contractor shall identify the site where the **excess/borrow** earthen material shall be imported/deposited. If the **borrow/deposit** site is within the City of Roseville, the contractor shall produce a report issued by a geotechnical engineer to verify that the exported materials are suitable for the intended fill, and shall show proof of all approved grading plans. Haul routes to be used shall be specified."* (Public Works)

28. The developer shall place bus shelters and pads on northbound Industrial Avenue north of Road A (Shelter #10-249), southbound Washington Boulevard south of Road A (Shelter #10-250), westbound Road A west of Washington Boulevard (Shelter #10-251), eastbound Road "A" before the entrance to Parcel 7 (Shelter #10-252), and southbound on Road B south of Blue Oaks Boulevard (Shelter #10-253). (Engineering/Transportation)

29. Developer shall be responsible for the installation of a bus shelter and related improvements conforming to the city's current standards on the shelter pads as conditioned above. The Developer and City may enter into a deferred improvement or other agreement based upon a construction cost of $10,000 per shelter. (Engineering, Transit)

30. All driveways located on Road A and Road B shall be designed and constructed as 35-foot wide Type A-7 driveways. (Engineering)

31. The applicant shall dedicate all necessary rights-of-way or Public Utility Easement for the widening of any streets or transfer of public utilities across and over any portion of the property as required with this entitlement. A separate document shall be drafted for approval and acceptance by the City of Roseville, and recorded at the County Recorder's Office. (Public Works)

32. Bike parking and clean air vehicle spaces shall be provided per the California Green Building Standards. Bike rack/locker design and location shall be approved by Alternative Transportation. (Alternative Transportation, Building).

33. The grading plans shall be accompanied with engineered structural calculations for all retaining walls greater then 4 feet in height. All retaining walls shall be of either split faced masonry units, keystone type construction, or cast in place concrete with fascia treatment. (Engineering)

34. All storm drainage, including roof drains, shall be collected on site and treated with Best Management Practices (BMP's) per the City's Stormwater Quality Design Manual. All storm water shall be routed to the nearest existing storm drain system or natural drainage facility. Drain outfalls shall extend down to the receiving water and shall be constructed with adequate velocity attenuation devices. The grading/improvement plans for the site shall be accompanied with a shed map that defines that area tributary to this site and all drainage facilities shall be designed to accommodate the tributary flow. The storm drain system and proposed BMP's shall be privately owned and maintained by the property

owner. Prior to the issuance of any permits, the owner shall provide a plan for the maintenance of the proposed BMP's. (Public Works)

35. Prior to the approval of the Improvement Plans, the project proponent shall provide proof of preparation and submittal of a Storm Water Pollution Prevention Plan (SWPPP) to the Regional Water Quality Control Board (RWQCB). Proof shall be in the form of the Waste Discharge Identification Number (WDID#), provided to the applicant from RWQCB, placed on the coversheet of the improvement plans. Upon approval of the improvement plans, a copy of the SWPPP shall be required onsite and available for viewing by City inspection staff upon request. (Engineering)

36. The developer shall be responsible for any necessary relocation of signal interconnect cables that may require re-location as a result of the construction of turn lanes and/or driveways. (Public Works)

37. Sight distances for all driveways shall be clearly shown on the improvement plans to verify that minimum standards are achieved. It will be the responsibility of the project proponent to provide appropriate landscaping and improvement plans, and to relocate and/or modify existing facilities as needed to meet these design objectives. (Public Works)

38. Roseville Electric will be requiring a 25' Public Utilities Easement (PUE) that runs contiguously along the east side of Road "B" and the north side of Road "A", and a 12'-6" PUE that runs contiguously along the west side of Road "B" and the south side of Road "A". (Electric, Engineering)

39. Roseville Electric will be requiring the proposed 50' landscape easement along Blue Oaks Blvd. be changed to a 50' Landscape/ Public Utility Easement. (Electric, Engineering)

40. Roseville Electric will be requiring the proposed 50' landscape easement along Washington Blvd. be changed to a 50' Landscape/ Public Utility Easement. (Electric, Engineering)

41. Roseville Electric will be requiring the proposed 35' landscape easement along Industrial Ave. to be changed to a 35' Landscape/ Public Utility Easement. (Electric, Engineering)

42. Roseville Electric will be requiring a 35' Public Utility Easement centered on all existing overhead electric lines throughout the entire site. (Electric, Engineering)

43. All street lighting along road A and B shall be installed, at the developer's expense, per the approved City of Roseville Electric Site Utility Design generated by Roseville Electric. (Electric)

44. Roseville Electric shall require additional easements to cover all high voltage electric equipment. This can be accomplished by a common area Public Utilites Easements over the each parcel or by an easement by separate document over all high voltage equipment, as shown on the approved Electric Site Utility Design, generated by Roseville Electric. (Electric, Engineering)

45. The applicant shall remove and reconstruct any existing damaged curb, gutter, and sidewalk along the property frontage. During plan check of the improvement plans and/or during inspection, Public Works will designate the exact areas to be reconstructed. Any existing public facilities damaged during the course of construction shall be repaired by the property owner and at the property owner's expense, to the satisfaction of the City. (Public Works)

46. Prior to the approval of the improvement plans, it will be the project proponent's responsibility to pay the standard City Trench Cut Recovery Fee for any cuts within the City streets that are required for the installation of underground utilities. (Public Works)

47. Prior to the issuance of building permits, the property owner shall pay into the following fee programs: Citywide Drainage Fee, Citywide Traffic Mitigation Fee (TMF), Highway 65 Joint Partners Association (JPA), South Placer Regional Transportation Authority (SPRTA), and City/County Fee. (Public Works)

48. The applicant shall pay all applicable water and sewer fees. (Environmental Utilities)

49. Water and sewer infrastructure shall be designed pursuant to the adopted City of Roseville Improvement Standards and the City of Roseville Construction Standards and shall include:

    a. Utilities or permanent structures shall not be located within the area which would be disturbed by an open trench needed to expose sewer trunk mains deeper than 12' unless approved by Environmental Utilities in these conditions. The area needed to construct the trench is a sloped cone above the sewer main. The cone shall have 1:1 side slopes.

    b. Water and sewer mains shall not exceed a depth of 12' below finished grade, unless authorized in these conditions of approval.

    c. All sewer manholes shall have all weather 10-ton vehicle access unless authorized by these conditions of approval. (Environmental Utilities)

50. No trees are to be planted within 10' of the 30" water main along the southern boundary of the property except with the approval of the Environmental Utilities Director. (Environmental Utilities)

51. The design and installation of all fire protection equipment shall conform to the California Fire Code and the amendments adopted by the City of Roseville, along with all standards and policies implemented by the Roseville Fire Department. (Fire)

52. The applicable codes and standards adopted by the City shall be enforced at the time construction plans have been submitted to the City for permitting. (Fire)

53. Based on the adopted fire protection codes adopted by this department, it appears that several of the buildings shall have installed a full fire alarm system subject to approval by this department. (Fire)

54. Trash enclosures, recycling areas, and enclosure approaches shall be designed to current Refuse Division specifications, the materials and colors shall match the building, and the location of such facilities shall be reviewed and approved by the Refuse Division, Planning and the Fire Department. The enclosure must have inside dimensions of 12 feet wide and 9 feet deep and be built to the specifications of the Solid Waste Department's Enclosure Description. (Refuse, Planning, Fire)

55. Access to trash enclosures shall have an inside turning radius of 25 feet and an outside turning radius of 45 feet must be maintained to allow the refuse truck access to and from the enclosure. Enclosures must have a clear approach of 65 feet in front of the enclosure to allow servicing bins. (Refuse)

56. A trash enclosure and recycling enclosure is required for each building and each tenant, otherwise, the building owner is responsible for the trash service. (Refuse)

57. A covered seating or reception area at the main entrance at buildings N and M visible from the driveways, shall be provided for dial-a-ride passengers, and the drop-off/pick-up shall be signed. (Planning, Transportation)

58. The applicant/developer shall prepare a Transportation Systems Management (TSM) Plan for Blue Oaks Commerce Center to be reviewed and approved by the Transportation Commission. (Transportation)

59. All on-site external lighting shall be installed and directed to have no off-site glare. Lighting within the parking areas shall provide a maintained minimum of one (1) foot candle of light. All exterior light fixtures shall be vandal resistant. (Planning & Police)

60. The parking lot shall have properly posted signs that state the use of the parking area is for the exclusive use of employees and customers of this project. (See California Vehicle Code Sections 22507.8, 22511.5, 22511.8, 22658(a), and the City of Roseville Municipal Code Section 11.20.110). The location of the signs shall be shown on the approved site plan. (Planning & Police)

61. It is the developer's responsibility to notify PG&E of any work required on PG&E facilities. (PG&E)

62. Recycled water infrastructure shall be designed pursuant to the adopted City of Roseville Improvement Standards and the City of Roseville Construction Standards. The applicant shall pay all applicable recycled water fees. Easements shall be provided as necessary for recycled water infrastructure. (Environmental Utilities)

63. The Electric Department requires the submittal of the following information in order to complete the final electric design for the project:

    a. one (1) set of improvement plans

    b. load calculations

    c. electrical panel one-line drawings

DURING CONSTRUCTION & PRIOR TO ISSUANCE OF OCCUPANCY PERMITS:

64. Any backflow preventers visible from the street shall be painted green to blend in with the surrounding landscaping. The backflow preventers shall be screened with landscaping and shall comply with the following criteria:

    a. There shall be a minimum clearance of four feet (4'), on all sides, from the backflow preventer to the landscaping.

    b. For maintenance purposes, the landscaping shall only be installed on three sides and the plant material shall not have thorns.

    c. The control valves and the water meter shall be physically unobstructed.

    d. The backflow preventer shall be covered with a green cover that will provide insulation. (Planning, Environmental Utilities)

65. The following easements shall be provided by separate instrument and shown on the site plan, unless otherwise provided for in these conditions:

    a. Water and sewer easements. (Electric, Public Works, Environmental Utilities)

66. Easement widths shall comply with the City's Improvement Standards and Construction Standards. Separate document easements required by the City shall be prepared in accordance with the City's "Policy for Dedication of Easements to the City of Roseville". All legal descriptions shall be prepared by a licensed land Surveyor. All existing public utility, electric, water, sewer and reclaimed water easements shall be maintained unless otherwise authorized by these conditions of approval. (Public Works, Environmental Utilities, Electric)

67. Inspection of the potable water supply system on new commercial/industrial/office projects shall be as follows:

    a. The Environmental Utilities Inspector will inspect all potable water supply up to the downstream side of the backflow preventer.

b. The property owner/applicant shall be responsible for that portion of the water supply system from the backflow preventer to the building. The builder/contractor shall engage a qualified inspector to approve the installation of this portion of the water supply. The Building Division will require from the builder/contractor, a written document certifying that this portion of the potable water supply has been installed per improvement plans and in accordance with the Uniform Plumbing Code. This certificate of compliance shall be submitted to the Building Division before a temporary occupancy or a building final is approved.

c. The building inspectors will exclusively inspect all potable water supply systems for the building from the shutoff valve at the building and downstream within the building. (Building, Environmental Utilities)

68. All improvements being constructed in accordance with the approved grading and improvement plans shall be accepted as complete by the City. (Public Works)

69. The words "traffic control appurtenances" shall be included in the list of utilities allowed in public utilities easements (PUE's) located along public roadways. (Public Works)

70. Water, sewer and reclaimed water shall be constructed pursuant to the adopted City of Roseville Improvement Standards and the City of Roseville Construction Standards. (Environmental Utilities)

71. All water backflow devices shall be tested and approved by the Environmental Utilities Department. (Environmental Utilities)

72. **Restaurants or other Food Service Establishment (FSE).** The applicant shall design for installation and/or install an exterior grease interceptor if the proposed business could potentially discharge substances containing fats, oils and grease (FOG) into the sewer system. The grease interceptor shall be adequate to separate and remove FOG contained in the wastewater from FSE's prior to discharge to the public sewer. (Environmental Utilities)

73. In the event an exterior grease interceptor cannot be installed due to space limitation, the developer shall install a grease trap, per City Standards, that will mechanically separate the FOG contained in the wastewater from the FSE prior to discharge to the public sewer. (Environmental Utilities)

74. Pursuant to the Municipal Code, the applicant shall apply for and obtain a FOG waste discharge permit (FOG WDP) from the Environmental Utilities Industrial Waste Division prior to occupancy or prior to discharging waste to the public sewer. The applicant shall submit information required by the Environmental Utilities Department for evaluation, including but not limited to: site plans, floor plans, mechanical and plumbing plans, and details to show all sewers, FOG control device, grease interceptor or other pretreatment equipment and appurtenances by size, location and elevation. Additional information related to the applicant's business operations and potential discharge may be requested to properly evaluate the FOG WDP application. (Environmental Utilities)

75. All Electric Department facilities, including streetlights where applicable, shall be designed and built to the "City of Roseville Specifications for Commercial Construction." (Electric)

76. The City of Roseville Electric Department has electrical construction charges which are to be paid by the developer and which are explained in the City of Roseville "Specification for Commercial Construction." These charges will be determined upon completion of the final electrical design. (Electric)

77. Any relocation, rearrangement, or change of existing electric facilities due to this development shall be at the developer's expense. (Electric)

78. Any facilities proposed for placement within public/electric utility easements shall be subject to review and approval by the Electric Department before any work commences in these areas. This includes, but is not limited to, landscaping, lighting, paving, signs, trees, walls, and structures of any type. (Electric)

79. All electric metering shall be directly outside accessible. This can be accomplished in any of the following ways:

    a. Locate the metered service panel on the outside of the building.

    b. Locate the metered service panel in a service room with a door that opens directly to the outside. The developer will be required to provide a key to the door for placement in a lock box to be installed on the outside of the door. Any doors leading from the service room to other areas of the building shall be secured to prohibit unauthorized entry. (Electric)

80. One ¾-inch conduit with a 2-pair phone line shall be installed from the building's telephone service panel to the meter section of the customer's electrical switchgear or panel. (Electric)

81. It is the responsibility of the developer to ensure that all existing electric facilities remain free and clear of any obstruction during construction and when the project is complete. (Electric)

OTHER CONDITIONS OF APPROVAL:

82. Signs shown on the elevations are not approved as part of the Major Project Permit Stage 2. A Sign Permit is required for all project signs. (Planning)

83. Following the installation of the landscaping, all landscape material shall be maintained in a healthy and weed-free condition; dead plant material shall be replaced immediately. All trees shall be maintained and pruned in accordance with the accepted practices of the International Society of Arboriculture (ISA). (Planning)

84. The City reserves the right to restrict vehicle turning movements within the public right-of-way in the future if deemed necessary by the City Engineer. (Public Works)

85. The required width of fire apparatus access roads shall not be obstructed in any manner, including the parking of vehicles. Minimum required widths and vertical clearances established by the Fire Code shall be maintained at all times during construction. Closure of accesses for fire apparatus by gates, barricades and other devices shall be prohibited unless approved by the Fire Chief. (Fire)

86. Temporary aboveground storage tanks may be used at construction sites for diesel fuel only and shall not exceed 1,000 gallon capacity. Tanks shall comply with all provisions found within the Fire Code. A Fire Department Permit shall be obtained prior to tank installation. The permit shall expire after 90 days from the date of issuance, unless extended by the Fire Chief. (Fire)

87. If site survey or earth moving work results in the discovery of hazardous materials in containers or what appears to be hazardous wastes released into the ground, the contractor or person responsible for the building permit must notify the Roseville Fire Department immediately. A representative from the Fire Department will make a determination as to whether the incident is reportable of not and if site remediation is required. (Fire)

88. The location and design of the gas service shall be determined by PG&E. The design of the gas service for this project shall not begin until PG&E has received a full set of City approved improvement plans for the project. (PG&E)

89. All commercial air conditioning units 5 tons or less (<65,000 btu/ h) shall meet the current Consortium for Energy Efficiency ("CEE") Tier I specifications. The SEER/EER ratings will be specified on building plans and Title 24 compliance certificates at the time building permits are requested. The SEER and EER ratings will be verified with appropriate documentation. These requirements shall be utilized in the overall energy compliance calculations required for issuance of any building permit for any commercial building in the Plan Area. Any variances, with the exception of Tier 2 compliance, must be approved by the Electric Department's Retail Energy Services Department. (Electric)

90. The project is subject to the noise standards established in the City's Noise Ordinance. In accordance with the City's Noise Ordinance, project construction is exempt between the hours of seven a.m. and seven p.m. Monday through Friday, and between the hours of eight a.m. and eight p.m. Saturday and Sunday, provided that all construction equipment shall be fitted with factory installed muffling devices and be maintained in good working order. (Building)

91. The developer (or designated consultant) shall certify that the building foundation location has been placed according to all approved setback requirements shown on the approved site plan. The developer shall prepare a written statement confirming building placement and provide an original copy to the City Building Division Field Inspector at the time of or prior to the foundation inspection. (Building)

92. Prior to Certificate of Occupancy, the applicant may apply for a Temporary Certificate of Occupancy (TCO) of the building. If a TCO is desired, the applicant must submit a written request to the Building Division a minimum of thirty (30) days prior to the expected temporary occupancy date and shall include a schedule for occupancy and a description of the purpose for the Temporary Certificate of Occupancy. (Building)

93. Concurrent with submittal for plan check and prior to a request for final building inspection, the applicant may request City approval of an occupancy phasing plan to allow individual or multiple building occupancies. This request shall be made in writing to the Building Division and shall include 10 copies of the following:

    a. A description of measures that will be undertaken to minimize conflict between residents/building occupants and construction traffic (e.g. fencing, etc.);

    b. A phasing plan showing the proposed buildings, internal roads and access routes, landscaping, trash enclosure locations, and any other improvements planned for each phase; and

    c. An estimated time frame for each phase and a specific date for the first phase. (Planning, Building)

ATTACHMENTS

1. Addendum to the Blue Oaks Commerce Center Initial Study and Mitigated Negative Declaration
2. Fehr & Peers Focused Access Evaluation for Blue Oaks Commerce Center

EXHIBIT

A. Plans
B. Color Board

NOTE: The exhibits and attachments to the PC Staff report are not included as part of this attachment, because they are included as exhibits and attachments to the Council Communication.

Note to Applicant and/or Developer: Please contact Planning Division staff at (916) 774-5276 prior to the Commission meeting if you have any questions on any of the recommended conditions for your project. If you challenge the decision of the Commission in court, you may be limited to raising only those issues which you or someone else raised at the public hearing held for this project, or in written correspondence delivered to the Planning Manager at, or prior to, the public hearing.

CITY OF ROSEVILLE CALIFORNIA

PLANNING DIVISION
311 Vernon Street, Roseville, CA 95678 (916) 774-5276

APPEAL FORM

Name: Laborers International Union of North America, Local Union 185 **Date:** September 30, 2022

Address: 1939 Harrison St. Ste 150 **City:** Oakland **Zip Code:** 94612

Phone Numbers: (work/day) 510-836-4200 **(home/evening)** _____

(cell) 510-607-8234 **(email)** michael@lozeaudrury.com and hannah@lozeaudrury.com

Please describe below the action for which this appeal is being filed. (You may attach a separate letter if enough space is not provided.)

This appeal is being filed by Lozeau Drury LLP on behalf of Laborers International Union of North America, Local Union 185, to appeal the Planning Commission's September 22, 2022 decision to approve a Major Project Permit (MPP) Stage 1 Modification and MPP Stage 2 to allow construction and operation of four industrial buildings totaling approximately 310,000 square feet in size and an Addendum to the Blue Oaks Commerce Center Initial Study and Mitigated Negative Declaration (MND) for NIPA PCL 56 - Blue Oaks Commerce Center, 2200 Freedom Wy, File # PL22-010. The specific grounds for this appeal are (1) mitigation measures which are considerably different from those analyzed in the 2010 MND would substantially reduce one or more significant cumulative air quality impacts. As the 2004 West Roseville Specific Plan determined, the Project will contribute to significant cumulative air quality impacts. In the last several years, numerous mitigation measures for distribution centers and warehouses have been identified to address air quality impacts which have not been adopted for the Project. A subsequent MND must be prepared to address those more recent mitigation measures. (2) The proposed increase in size of the Project by 17%, and the resulting increase in truck and other air pollution emissions and energy usage, is a substantial change to the Project which requires major revisions of the prior MND. As a result, a subsequent MND for the Project must be prepared.

Signed: Michael R Lozeau Date: 9/30/2022

FOR OFFICE USE ONLY. (Date Stamp Below)

Received by: _____

Project Being Appealed: _____

File Number: _____

Approving Body: _____ Approval Date: _____

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October 20, 2022

Joseph Speaker
Assistant City Attorney
City of Roseville
311 Vernon Street
Roseville, California 95678

Re: File Number PL 22-010; Blue Oaks Commerce Center

Dear Joe:

I am writing on behalf of my client, Schnitzer Properties, project applicant ("Applicant") for Blue Oaks Commerce Center, File Number 22-0101. Blue Oaks Commerce Center consists of the development of four industrial buildings totaling approximately 310,000 square feet ("Project"), located on two parcels totaling 23.94 acres at 2200, 2301, and 2201 Freedom Way ("Property" or "Project Site") in the City of Roseville ("City"). On September 22, 2022, the Roseville Planning Commission adopted an addendum ("Addendum") to a previously adopted Initial Study/Mitigated Negative Declaration ("IS/MND") and approved a Major Project Permit Stage 1 Modification and Major Project Permit Stage 2 Modification for the Project.

Lozeau Drury, LLP, on behalf of Laborers International Union of North America, Local Union 185 ("LIUNA" or "Appellant"), filed an appeal challenging the Planning Commission's approval of the Project ("Appeal"). LIUNA never submitted any comments on the IS/MND in 2011, nor did it submit any comments before or at the Planning Commission meeting on the Project. LIUNA first questioned the City's adoption of the Addendum and the approval of the Project for the first time in its generic Appeal contending that there were different unspecified mitigation measures compared to those identified in the IS/MND that would reduce significant cumulative air quality impacts. LIUNA also suggested the Project's increased size required major revisions to the IS/MND under the California Environmental Quality Act ("CEQA") without any evidence.

The purpose of this letter is to address LIUNA's unsubstantiated assertions, and explain that contrary to LIUNA's assertions, substantial evidence supports the City's reliance on the

IS/MND and Addendum. For the reasons discussed further below, we respectfully request that the City Council find that the LIUNA appeal is without merit and should be rejected, based on the finding that the Project approval and adoption of the Addendum are supported by substantial evidence and comply with CEQA.

The Appeal Does Not Provide Substantial Evidence that the Project May Result in Significant Impact(s) on the Environment

Legal Standards for Addendum and Substantial Evidence

When an IS/MND has been prepared and adopted, no further environmental analysis is required unless there are substantial changes to the project and/or the circumstances in which it is being undertaken which require major revisions to the earlier analysis, or new information becomes available at the time of the next discretionary action which was not or could not have been known at the time of the earlier analysis. (Public Resources Code (PRC) § 21166.) The CEQA Guidelines further define substantial changes to the project and/or its circumstances as changes that result in "new significant environmental effects or a substantial increase in the severity of previously identified significant effects." (14 CCR § 15162(a).) To trigger an MND, CEQA requires that new information be of substantial importance, and show: A) one or more significant effects not previously examined in the IS/MND, B) significant effects previously examined will be substantially more severe, C) mitigation measures previously found to be infeasible would be feasible, or D) mitigation measures or alternatives considerably different from those previously studied would substantially reduce one or more significant effects on the environment, and those mitigation measures were declined by the project. (14 CCR § 15162(a)(3).) The City shall prepare an addendum to the IS/MND if none of the conditions described above have occurred. (14 CCR § 15164(b).)

To demonstrate that the City erred in preparing the Addendum and should have instead prepared a subsequent MND, the Appellant must provide substantial evidence demonstrating substantial changes to the project and/or its circumstances or new information, as defined above by 14 CCR § 15162. Substantial evidence is defined as "enough relevant information and reasonable inferences from this information that a fair argument can be made to support a conclusion, even though other conclusions might also be reached." (14 CCR § 15384(a).) "Argument, speculation, unsubstantiated opinion" is expressly excluded from substantial evidence. (*Id.*) Substantial evidence includes "facts, reasonable assumptions predicated upon facts, and expert opinion supported by facts." (14 CCR § 15384(b).)

LIUNA's Appeal contends that the City should require a subsequent MND for the Project because: 1) new unspecified air quality mitigation measures for distribution centers and warehouses exist which are more robust than those identified in the IS/MND, and 2) because the

project is larger, it results in greater emissions and energy usage that would require further environmental review. LIUNA does not provide any substantial evidence to support either of these arguments, while the analysis provided in the Addendum and the entirety of the record provide substantial evidence that a subsequent MND is not required.

Air Quality Mitigation Measures

As noted above, new information of substantial importance includes mitigation measures which are considerably different from those previously analyzed which would substantially reduce significant effect(s) on the environment but are declined by the project proponents. (14 CCR § 15162(a)(3)(D).) The Appellant asserts that new air quality mitigation measures exist specific to distribution centers and warehouses, but does not identify these measures. Without providing any applicable mitigation measures that purportedly exist (let alone any technical documentation demonstrating that such measures would actually reduce the Project's potential air quality impacts beyond the Project's existing mitigation measures and regulatory compliance), LIUNA is merely speculating that other mitigation measures exist. Under CEQA, such speculation does not constitute substantial evidence.

Even if there were other measures, that alone does not trigger the requirement for subsequent environmental review. If a commenter requests that other mitigation measures be adopted, the CEQA Guidelines require the Project to "decline to adopt the [new] mitigation measure" in order to trigger the preparation of a revised and recirculated IS/MND. (14 CCR § 15162(a)(3).) Even if the Appellant could demonstrate that a new, more effective mitigation measure has been identified, which it has not done, there is no evidence in the Addendum or elsewhere in the record that the Project has declined any new mitigation measures. The Project has accepted and agreed to implement all mitigation measures identified in the IS/MND. Thus, there is no basis to require recirculation of the IS/MND.

By contrast, the Addendum, the IS/MND and the Project technical studies prepared as part of the IS/MND provide extensive analysis demonstrating 1) potential air quality impacts were previously analyzed in the IS/MND which identified mitigation measures to address those potential impacts and mitigate them to a less than significant level; and 2) those mitigation measures are still applicable and were incorporated into the Project. (Addendum, pages 13-16.) The Addendum further incorporates information from the City's 2035 General Plan Update ("GPU") the GPU Environmental Impact Report ("EIR") that the City certified in August 2020.[1]

[1] Though the EIR found that impacts would be reduced through compliance with PCAPCD and GPU policies, implementation of the GPU would result in a significant unavoidable environmental impact by generating emissions in excess of PCAPCD significance thresholds. The City adopted a statement of overriding considerations when it adopted the GPU. (Addendum, page 13.)

The Addendum states that the Project would be consistent with the GPU, and would comply with Placer County Air Pollution Control District (PCAPCD) and GPU policies, regulations, and permitting requirements. The analysis included in the Addendum concludes that 1) the Project "remains consistent with development scenarios outlined in the MND," 2) any changes to the Project would not result in new or substantially more severe impacts, and 3) implementation of the air quality mitigation measures identified in the IS/MND would result in less than significant impacts. (Addendum, page 14.) Accordingly, the Addendum is based on substantial evidence and found that the Project does not constitute a substantial change from that analyzed in the IS/MND. Moreover, the City concluded that the adopted IS/MND air quality mitigation measures continue to ensure that the Project would not result in a significant impact. There is no new significant air quality impact, nor is there a substantial increase in the severity of prior identified air quality impacts warranting further environmental review. For this reason, the City Council should reject the LIUNA Appeal.

The Project Does Not Result in Changes that would result in New Significant Impacts or in a Substantial Increase in the Severity of a Prior Impact Warranting Major Revisions to the IS/MND.

The Appellant's second argument is that because the Project is larger and may result in greater emissions and energy usage, that this alone means that the Project warrants major revisions in the prior IS/MND triggering a subsequent MND. This claim misstates CEQA's requirements. CEQA defines substantial changes to the Project warranting major revisions to a prior MND as changes causing the involvement of "new significant environmental effects or a substantial increase in the severity of previously identified significant effects." (14 CCR § 15162(a).) In other words, just because there is a change to the Project, that change may not trigger the need for a major revision to the prior IS/MND.

The Project Addendum extensively analyzes air quality and traffic impacts in support of the conclusion that changes to the Project (even if the size of the buildings have increased) would not result in new or substantially more severe environmental impacts. The Addendum also properly addresses energy usage, noting that the IS/MND was not required to analyze energy effects of the Project because the industrial use was consistent with the existing General Plan's land use designation, and therefore development with industrial uses, and their associated energy usage, was already anticipated as future development under the existing General Plan for that location. The Addendum further explains that the Project is consistent with subsequent General Plan Update, including citywide assessments of energy demand associated with those changes. As the Project would not result in substantial unplanned demands or in inefficient, wasteful, or unnecessary consumption of energy, energy impacts would be less than significant, and thus would not constitute a substantial change to the Project warranting a major revision to the adopted IS/MND. LIUNA did not provide any evidence to the contrary. For that reason, the City Council

should reject the LIUNA Appeal on the basis that there is no evidence that the IS/MND required further revision and recirculation. The City fully evaluated all significant impacts in the IS/MND and concluded that the proposed Project would not result in any new significant or substantially more severe air quality, traffic (including truck traffic) and energy impacts.

Conclusion

We appreciate the City's thorough and comprehensive analysis of the Project's environmental impacts in the Blue Oaks Commerce Center IS/MND and Addendum. As we have demonstrated, the Project and its circumstances do not constitute substantial changes, since they do not result in new significant environmental effects or a substantial increase in the severity of previously identified effects. Accordingly, the Addendum is appropriate and there is no basis for the City to require a subsequent MND. We respectfully request that the City reject the LIUNA Appeal and uphold the Planning Commission's adoption of the Addendum and Project approval.

Please let us know if you have any questions regarding our responses to LIUNA's letter.

Regards,

BUCHALTER
A Professional Corporation

By Alicia Guerra
Shareholder

AG:eg

cc: Greg Bitter
Derek Ogden
Escarlet Mar
Ryan Schera
Wes Raborn

CC ATTACHMENT 4

Vicinity Map

10/26/2022, 8:26:43 AM

Roseville Parcel

Roseville Street Label

1:9,028

0 0.05 0.1 0.2 mi

0 0.07 0.15 0.3 km

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RESOLUTION NO. 22-440

DENYING THE APPEAL FROM THE SEPTEMBER 22, 2022 APPROVAL BY THE PLANNING COMMISSION; ADOPTING THE TWO (2) FINDINGS OF FACT AND APPROVING THE MAJOR PROJECT PERMIT STAGE 1 MODIFICATION SUBJECT TO TEN (10) CONDITIONS OF APPROVAL; AND ADOPTING THE TWO (2) FINDINGS OF FACT AND APPROVING THE MAJOR PROJECT PERMIT STAGE 2 SUBJECT TO NINETY-THREE (93) CONDITIONS OF APPROVAL.

WHEREAS, on September 22, 2022, the Planning Commission held a public hearing on the Blue Oaks Commerce Center (Project) located at 2200 Freedom Way; and

WHEREAS, the Project consists of four (4) industrial buildings totaling approximately 310,000-sqaure-feet; and

WHEREAS, the Project requires a Major Project Permit Stage 1 Modification and Major Project Permit Stage 2 to allow the construction of four (4) industrial buildings totaling approximately 310,000 square-feet in size; and

WHEREAS, on September 22, 2022, the Planning Commission considered the Addendum to the Blue Oaks Commerce Center Initial Study and Mitigated Negative Declaration; and

WHEREAS, on September 22, 2022, the Planning Commission voted 6 aye, 0 no, and 1 absent to approve the Major Project Permit Stage 1 Modification after finding that with the conditions of approval, the Project was consistent with the following two (2) Findings of Fact:

1. The Preliminary Development Plan is consistent with the General Plan, applicable Specific Plan, and adopted City Design Guidelines.

2. The design and installation of the Preliminary Development Plan shall not be detrimental to the public health and safety, or be materially detrimental to the public welfare.

WHEREAS, on September 22, 2022, the Planning Commission voted 6 aye, 0 no, and 1 absent to approve the Major Project Permit Stage 2 after finding that with the conditions of approval, the Project was consistent with the following two (2) Findings of Fact:

1. The architecture and landscaping is consistent with the General Plan, applicable Specific Plan, and adopted City Design Guidelines; and Phase 1 approval.

2. The design and installation of the Preliminary Development Plan shall not be detrimental to the public health and safety, or be materially detrimental to the public welfare.

WHEREAS, following the Planning Commission's approval, an appeal was submitted by the Lozeau Drury law firm on September 30, 2022, based on concerns that the project had an inadequate environmental review; and

WHEREAS, a review of the record shows that the Project's Addendum is the appropriate CEQA document; and

WHEREAS, after holding a hearing on December 7, 2022 and considering the entire record, staff recommends that the City Council consider the Blue Oaks Commerce Center Addendum to the Blue Oaks Commerce Center Initial Study and Mitigated Negative Declaration and deny the appeal of the Planning Commission's approval of the Major Project Permit Stage 1 Modification and Major Project Permit Stage 2, because the necessary findings of facts can be made; and

WHEREAS, staff recommends that the City Council adopt the two (2) Findings of Fact for the Major Project Permit Stage 1 Modification and approve the Major Project Permit Stage 1 Modification subject to ten (10) conditions of approval; and

WHEREAS, staff recommends that the City Council adopt the two (2) Findings of Fact for the Major Project Permit Stage 2 and approve the Major Project Permit Stage 2 subject to ninety-three (93) conditions of approval; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Roseville hereby considers the Blue Oaks Commerce Center Addendum and denies the appeal of the Planning Commission's September 22, 2022 approval of the Major Project Permit Stage 1 Modification and Major Project Permit Stage 2; and

BE IT FURTHER RESOLVED that the City Council hereby adopts the two (2) Findings of Fact for the Major Project Permit Stage 1 Modification and approves the Major Project Permit Stage 1 Modification subject to ten (10) conditions of approval; and

BE IT FURTHER RESOLVED that the City Council hereby adopts the two (2) Findings of Fact for the Major Project Permit Stage 2 and approves the Major Project Permit Stage 2 subject to ninety-three (93) conditions of approval.

PASSED AND ADOPTED by the Council of the City of Roseville this_____, 2022, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

_____
City Clerk

CITY OF ROSEVILLE CALIFORNIA

DEVELOPMENT SERVICES DEPARTMENT–PLANNING DIVISION

311 Vernon St, Roseville, CA 95678 (916) 774-5276

ADDENDUM TO BLUE OAKS COMMERCE CENTER MITIGATED NEGATIVE DECLARATION (ADOPTED ON MAY 27, 2010)

Project Title/File Number:	NIPA PCL 56 – Blue Oaks Commerce Center; File #PL22-0101
Project Location:	2200 Freedom Way, Roseville, Placer County, CA 95678 (APN 017-123-090-000)
Project Description:	The applicant requests approval of a Major Project Permit (MPP) Stage 1 Modification and MPP Stage 2 to allow construction of four (4) industrial buildings totaling approximately 310,000 square feet in size with associated parking, lighting, and landscaping, which will be located on two (2) parcels totaling 23.94-acres in size.
Project Applicant:	Jennifer Kimura, VLMK Engineering + Design
Property Owner:	Harsch Investment Properties II, LLC
Lead Agency Contact:	Escarlet Mar, Associate Planner; Phone (916) 774-5247

An Addendum to a previously certified and adopted negative declaration or environmental impact report may be prepared for a project if only minor technical changes or additions are necessary or none of the conditions calling for the preparation of a subsequent EIR or negative declaration have occurred (California Environmental Quality Act Guidelines [CEQA] Section 15164). Consistent with CEQA Guidelines Section 15164, the below analysis has been prepared in order to demonstrate that none of the conditions described in Section 15162 of the CEQA Guidelines calling for preparation of a subsequent EIR have occurred and that only minor technical changes or additions are necessary in order to deem the adopted negative declaration adequate to describe the impacts of the proposed project. CEQA Guidelines Section 15164 also states that an addendum need not be circulated for public review, but can be included in or attached to the adopted negative declaration for consideration by the hearing body. This Addendum focuses only on those aspects of the project or its impacts which require additional discussion.

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PROJECT DESCRIPTION

Project Location

The project site is located at 2200, 2301, and 2201 Freedom Way, at the southeast corner of Blue Oaks Boulevard and Industrial Avenue (see Figure 1). On June 1, 2022, planning staff approved a Voluntary Merger (File# PL22-0059) to merge Parcel 4 (017-123-083) and Parcel 5 (017-123-084) of the Blue Oaks Commerce Center Subdivision Parcel Map into one (1) parcel. As of this writing, the Lot Merger has been recorded. The project is located on Parcel 56 of the North Industrial Planning Area (NIPA), which has adopted design guidelines (North Roseville Area Design Guidelines) that influence the general character of development within the planning area. The project site is surrounded by developed industrial parcels to the north, south, west, and an undeveloped parcel and office building to the east.

Figure 1: Project Location

Background

On May 27, 2010, the Planning Commission approved a Major Project Permit (MPP) Stage 1 and a Tentative Subdivision Map for development of the project site with the 575,505 square feet Blue Oaks Commerce Center office, industrial and retail complex (File# 2007PL-039). An Initial Study leading to a Mitigated Negative Declaration was prepared as part of the MPP Stage 1 and Tentative Subdivision Map for the Blue Oaks Commerce Center office, industrial and retail complex project to evaluate the environmental impacts of developing NIPA PCL 56, which was adopted by the Planning Commission. On October 23, 2014, the Planning Commission approved a modification to the MPP Stage 1 site plan to allow the elimination of the retail portion of the project and replace 80,724 square feet of industrial uses with an approximately 122,385 square foot three story office building for the Federal Bureau of Investigation (FBI). A MPP Stage 2 was also approved for the FBI Office building, which approved the building architecture, site grading, and on-site landscaping. The MPP Stage 1 entitlement approved in 2010 included conceptual landscape plans for the Blue Oaks Commerce Center. The landscape plans were deemed to be consistent with the North Roseville Area Design Guidelines (NRADG). The

NRADG was adopted in 1992 and does not address current water efficient landscape requirements. On May 24, 2016, the Planning Manager approved an Administrative Permit to modify the master landscape plan for the Blue Oaks Commerce Center to include more drought tolerant species and meet current water efficiency standards.

Environmental Setting

The project site is currently undeveloped and has been graded in preparation of the development of the Blue Oaks Commerce Center and the office building for the FBI. The previously identified 1.95 acres of potential jurisdictional waters including 1.695 acres of wetlands and 0.258 acres of other waters has been filled and a Section 404 Individual Permit Application was submitted and approved by the US Army Corps of Engineers (Corps), and no wetlands exist on the site. Streetlights are located along the roadway frontages and utility poles exist along Blue Oaks Boulevard. Curb and gutter improvements exist along the perimeter of the project site. Sidewalks are fully constructed along Blue Oaks Boulevard, Industrial Avenue, Freedom Way, and Fidelity Way.

As shown in Table 1 below, the site is surrounded by several industrial users to the north, south, and west. To the east of the project site is a vacant parcel and an office building, the vacant parcel has been disturbed by an approximately 220-foot wide series of power lines that bisect the northeast portion of the property at a 45-degree angle from Washington Boulevard to Blue Oaks Boulevard.

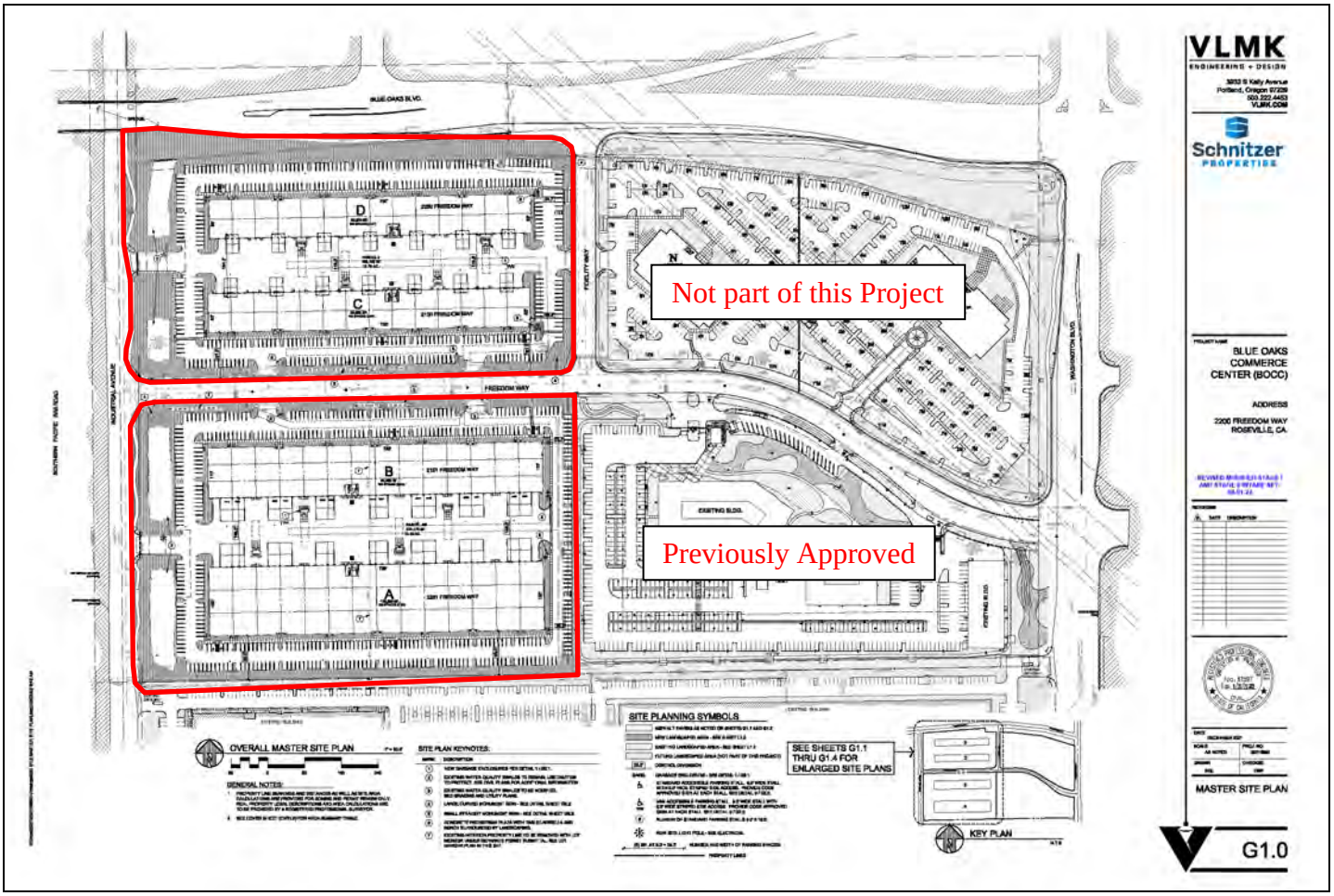
Table 1: Adjacent Zoning and Land Use

Location	Zoning	General Plan Land Use	Actual Use of Property
Site	General Industrial (M2)	General Industrial (IND)	Vacant
North	M2	IND	Industrial users
South	M2	IND	Industrial users
East	M2	IND	Vacant; Office building for the FBI
West	Light Industrial (M1)	Light Industrial (LI)	Albertsons warehouse

Proposed Project

The proposed project will allow development of four (4) industrial buildings totaling approximately 310,000 square feet in size with associated parking, lighting, and landscaping (see Figure 2: Site Plan below). The project entitlements consist of a Major Project Permit (MPP) Stage 1 Modification and MPP Stage 2 to evaluate the site design and building architecture.

Figure 2: Site Plan



PURPOSE AND SCOPE OF ADDENDUM

As discussed in the Background section, an Initial Study leading to a Mitigated Negative Declaration (MND) for the Blue Oaks Commerce Center (File# 2007PL-039) project was adopted on May 27, 2010. The MND covered development of the project site. The MND, supporting Initial Study, and related attachments are included as Attachment 1 of this Addendum. These are also accessible upon request at the Planning counter during normal business hours. The adopted MND analyzed impacts related to aesthetics, agricultural and forestry resources, air quality, biological resources, cultural resources, geology and soils, hazards and hazardous materials, hydrology and water quality, land use and planning, mineral resources, noise, population and housing, public services, recreation, transportation/traffic, utilities and service systems, and greenhouse gas emissions. The proposed project will be constructing four (4) industrial buildings, which is consistent with the land use and zoning designations of the site.

The analyses below rely on the MND analysis with minor supplements or technical updates where appropriate. Most of the project impacts remain identical to the impacts of the MND because the proposed project is consistent with the industrial use type envisioned and analyzed for the subject property. No changes are proposed to the land use or zoning designation of the site. Impacts to physical resources (such as agricultural land, biological resources, etc.) are based on the grading and development of an area, not on the proposed use types of the buildings (i.e. restaurant vs. retail) on the property. For other types of impacts which are affected by use type and square footage, the project uses reduce or maintain the same level of potential impacts, as discussed in this Addendum.

Environmental Documents Relied Upon

- 2035 General Plan Update EIR, certified August 5, 2020 (SCH# 2019080418)

The *2035 General Plan Update EIR* (GP EIR) updated all Citywide analyses, including for vehicle miles traveled, greenhouse gas emissions, water supply, water treatment, wastewater treatment, and waste disposal. When applicable, the topical sections within the checklist summarize the findings within the GP EIR. The GP EIR is available for review at the Civic Center, 311 Vernon Street, Roseville, CA or online at https://www.roseville.ca.us/government/departments/development_services/planning/general_plan_development_guidelines.

- West Roseville Specific Plan

The West Roseville Specific Plan is referenced and utilized in the evaluation of this project. The project added approximately 3,100 acres to the City's corporate limits, and included a mixed-use land use plan of commercial, business professional, industrial, park, open space, and school land uses, and included 8,430 new residential dwelling units.

In accordance with the California Environmental Quality Act (CEQA), it was determined that the West Roseville Specific Plan had the potential to have a significant adverse impact upon the environment, and the WRSP EIR (SCH #2002082057) was prepared for the project. A Notice of Completion was filed with the State of California Office of Planning and Research. The Final Environmental Impact Report (FEIR) was certified by the City Council on February 4, 2004. A copy of the WRSP EIR is available for review within the Planning Department at 311 Vernon Street, Roseville, CA.

The City Council adopted a Statement of Overriding Considerations when they certified the WRSP EIR. The EIR identified the following impacts associated with development of the WRSP area as significant and unavoidable:

- Potential incompatibility of internal land uses
- Conversion of agricultural land to developed uses
- Inducement of substantial population growth
- Increased traffic on City of Roseville roadways
- Increased traffic on State Highways
- Increased traffic on Placer County roadways
- Increased emissions of fugitive dust and PM10 from grading and trenching activities (short term)
- Increased emissions of ozone precursors during construction (short-term)
- Increased emissions of air pollutants during operation
- Loss of oak trees of greater than 6 inches dbh (short-term)
- Removal of historically significant properties and/or loss of historic integrity of such resources
- Increased demand for solid waste services at the landfill
- Increased demand for solid waste services at the MRF
- Construction debris demand for solid waste services
- Alteration of the visual character of the site and vicinity
- New sources of light and glare

For buildout of the WRSP project area, the WRSP EIR also identified the following cumulative impacts as significant and unavoidable:

- Agricultural land conversion
- Increased traffic on City of Roseville roadways with Kaiser Medical Center
- Air quality emissions from construction

- Air quality emissions from operation
- On-site noise levels that exceed City standards
- Off-site noise levels that exceed City standards
- Loss of historic resources
- Increased demand for water
- Increased demand for recycled water distribution system
- Increased generation of solid waste
- Increased stormwater runoff in the Curry Creek Watershed
- Change in visual character

- Subsequent Environmental Impact Report and Roseville 2020 Transportation System Capital Improvements Program Update

The Subsequent Environmental Impact Report and Roseville 2020 Transportation System Capital Improvements Program Update (2020 CIP EIR) was adopted by the Roseville City Council on June 20, 2007 by Resolution #07-311. The 2020 CIP EIR updated the City's Roadway Capitol Improvement Program (CIP) and General Plan to reflect changing conditions and ensure an adequate transportation system, consistent with the City's General Plan. The 2020 CIP EIR reflects the most current level of development in the City, including the 3,100-acre West Roseville Specific Plan annexation that was approved in 2004.

The EIR identified the following impacts associated with the General Plan land use allocation as significant and unavoidable:

Existing Plus Project Conditions

- Increased traffic on City of Roseville roadways
- Increased traffic on state highways
- Increased traffic on Placer County roadways
- Increased traffic on Sacramento County roadways
- Growth-inducing impacts

2020 Plus Project Conditions

- Increased traffic on City of Roseville roadways
- Increased traffic on state highways
- Increased traffic on Placer County roadways
- Growth-inducing impacts

2025 Cumulative Plus Project Conditions

- Increased traffic on City of Roseville roadways
- Increased traffic on state highways
- Increased air emissions
- Loss of biological resources
- Growth-inducing impacts

ENVIRONMENTAL CHECKLIST FOR ADDENDUM ENVIRONMENTAL REVIEW

The purpose of this checklist is to evaluate the categories in terms of any "changed condition" (i.e. changed circumstances, project changes, or new information of substantial importance) that may result in a changed

environmental result. A "no" answer does not necessarily mean there are no potential impacts relative to the environmental category, but that there is no change in the condition or status of the impact since it was analyzed and addressed in prior environmental documents.

EXPLANATION OF CHECKLIST EVALUATION CATEGORIES

Where Impact was Analyzed
This column provides a cross-reference to the pages of the prior environmental documents where information and analysis may be found relative to the environmental issue listed under each topic.

Do Proposed Changes Involve New Significant Impacts?
Pursuant to Section 15162(a)(1) of the CEQA Guidelines, this column indicates whether the changes represented by the current project will result in new significant impacts that have not already been considered and mitigated by the prior environmental review documents and related approvals, or will result in a substantial increase in the severity of a previously identified impact.

Any new Circumstances Involving New Impacts?
Pursuant to Section 15162(a)(2) of the CEQA Guidelines, this column indicates whether there have been changes to the project site or the vicinity (circumstances under which the project is undertaken) which have occurred subsequent to the certification or adoption of prior environmental documents, which would result in the current project having new significant environmental impacts that were not considered in the prior environmental documents or that substantially increase the severity of a previously identified impact.

Any new Information Requiring New Analysis or Verification?
Pursuant to Section 15162(a)(3)(A–D) of the CEQA Guidelines, this column indicates whether new information of substantial importance which was not known and could not have been known with the exercise of reasonable diligence at the time the previous environmental documents were certified or adopted is available requiring an update to the analysis of the previous environmental documents to verify that the environmental conclusions and mitigation measures remain valid. Either "yes" or "no" will be answered to indicate whether there is new information showing that: (A) the project will have one or more significant effects not discussed in the prior environmental documents; (B) that significant effects previously examined will be substantially more severe than shown in the prior environmental documents; (C) that mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or (D) that mitigation measures or alternatives which are considerably different from those analyzed in the prior environmental documents would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative. If "no," then no additional environmental documentation (supplemental or subsequent EIR) is required.

Mitigation Measures Implemented or Addressing Impacts
Pursuant to Section 15162(a)(3) of the CEQA Guidelines, this column indicates whether the prior environmental documents provide mitigation measures to address effects in the related impact category. In some cases, the mitigation measures have already been implemented. A "yes" response will be provided in any instance where mitigation was included, regardless of whether the mitigation has been completed at this time. If "none" is indicated, this environmental analysis concludes a significant impact does not occur with this project, no mitigation was previously included, and no mitigation is needed.

DISCUSSION AND MITIGATION SECTIONS

Discussion
A discussion of the elements of the checklist is provided under each environmental category in order to clarify the answers. The discussion provides information about the particular environmental issue, how the project relates to the issue and the status of any mitigation that may be required or has already been implemented.

Mitigation Measures
Applicable mitigation measures from the prior environmental review that apply to the project are listed under each environmental category.

Conclusions
A discussion of the conclusion relating to the analysis contained in each section.

CHECKLIST

I. Aesthetics

	Where Impact Was Analyzed in Prior Environmental Documents	Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Prior Environmental Documents' Mitigation Measures Implemented or Addressing Impacts.
a. Have a substantial adverse effect on a scenic vista?	Page 7	No	No	No	None
b. Substantially damage scenic resources, including but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	Same	No	No	No	None
c. In non-urbanized area, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from a publicly accessible vantage point.) If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?	Same	No	No	No	None
d. Create a new source of substantial light or glare, which would adversely affect day or nighttime views in the area?	Same	No	No	No	None

Discussion: The proposed Project is located on a property already anticipated for development. The project site does not abut and is not visible from any scenic vista or scenic highway. The MND analyzed the impacts of grading of the project site and considered them to be less than significant. The proposed use (i.e., warehouse) is substantially consistent with the build out assumptions and would not increase the severity of already identified significant impacts. The Findings of Fact for the CEQA Implementing Procedures indicate that compliance with the Zoning Ordinance, Subdivision Ordinance, Community Design Guidelines, and applicable Specific Plan Policies and/or Specific Plan Design Guidelines will prevent significant impacts related to construction of buildings in urban settings.

The project has been evaluated for compliance with the City's Community Design Guidelines and the design guidelines established in the North Roseville Area Design Guidelines. As it relates to aesthetics, these standards ensure the high quality design and architectural character of any buildings developed as well as minimum landscaping standards. As it relates to light and glare, the Community Design Guidelines standards require all parking lot light fixtures to have glare shields. The project has been designed and will be conditioned to comply with the applicable Community Design Guidelines and the North Roseville Area Design Guidelines.

Based on the reasons listed in this section, the changes introduced by the Project and/or new circumstances relevant to the project would not, as compared to the MND result in a new significant impact or significant impacts that are substantially more severe than significant impacts previously disclosed. Therefore, pursuant to CEQA Guidelines section 15164, subdivision (a), the City finds that "none of the conditions described in Section 15162 calling for preparation of a subsequent FEIR or negative declaration have occurred" relative to aesthetic resources.

Mitigation Measures: None required for this Project.

II. Agricultural & Forestry Resources

	Where Impact Was Analyzed in Prior Environmental Documents	Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Prior Environmental Documents' Mitigation Measures Implemented or Addressing Impacts.
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	Page 8	No	No	No	None
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?	Same	No	No	No	None
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?	Same	No	No	No	None
d) Result in the loss of forest land or conversion of forest land to non-forest use?	Same	No	No	No	None
e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?	Same	No	No	No	None

Discussion: The MND concluded there were no resources to be affected by conversion of the site to urban uses. This conclusion remains appropriate for this Project. The project site is not used for agricultural purposes, does not include agricultural zoning, is not within or adjacent to one of the areas of the City designated as a protected farmland category on the Placer County Important Farmland map, is not within or adjacent to land within a Williamson Act Contract, and is not considered forest land. Given the foregoing, the Project will have no impact on agricultural resources. Therefore, pursuant to CEQA Guidelines section 15164, subdivision (a), the City

finds that "none of the conditions described in Section 15162 calling for preparation of a subsequent FEIR or negative declaration have occurred" relative to agricultural and forestry resources.

Mitigation Measures: None required for this project.

III. Air Quality

	Where Impact Was Analyzed in Prior Environmental Documents.	Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Prior Environmental Documents' Mitigation Measures Implemented or Addressing Impacts.
a) Conflict with or obstruct implementation of the applicable air quality plan?	Pages 8-11	No	No	No	Mitigation Measure AQ#1 & AQ#2
b) Result in a cumulatively considerable net increase of any criteria for which the project region is non-attainment under an applicable federal or state ambient air quality standard?	Same	No	No	No	Same
c) Expose sensitive receptors to substantial pollutant concentrations?	Same	No	No	No	None
d) Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?	Same	No	No	No	None

Discussion: The City of Roseville 2035 General Plan Update found it will generate emissions that exceed Placer County Air Pollution Control District (PCAPCD) significance thresholds. Existing laws and regulations, including PCAPCD rules and regulations, combined with existing General Plan and proposed General Plan Update policies, would reduce these impacts. Projects would be subject to PCAPCD Rule 228 to minimize fugitive dust emissions of PM through implementation of dust control measures, such as PCAPCD's standard Dust Control Requirements. PCAPCD Rules 202 and 205 would also reduce exhaust-related emissions from the use of construction equipment. PCAPCD Rules 217 and 218 would reduce VOC emissions associated with paving and architectural coating activities.

While all future development with the potential to generate substantial emissions would be required to reduce those emissions, the effectiveness of these measures would depend on the number and extent of strategies feasible to incorporate as a part of any given project. Since the timing and level of construction activities for future development projects is speculative, and cannot be known, it is not possible to quantify the extent to which the reduction strategies would result in emission reductions. Consequently, even with adherence to PCAPCD rules, proposed General Plan Update Policy AQ1.3, and Specific Plan mitigation measures, it is conservatively assumed that emissions from buildout of the General Plan could

exceed PCAPCD-recommended thresholds. Therefore, implementation of the proposed General Plan Update could generate substantial constructed-related pollutant emissions, conflict with or obstruct implementation of the applicable air quality plan, and result in a cumulatively considerable net increase of criteria air pollutants for which the project region is designated a nonattainment area under an applicable federal or state ambient air quality standard. This project alone does not have a potential to significantly degrade air quality. However, the incremental impacts associated with this project considered cumulatively with the incremental impacts of other projects will degrade air quality. The General Plan Update found that the significant adverse air quality impacts cannot be mitigated to a less than significant level even with the mitigation measures proposed. Addressing the unmitigatable cumulative impacts to air quality, the General Plan Update adopted findings of overriding consideration. However, CEQA requires that reductions in adverse project impacts be made, where it is feasible to do so.

Short term impacts to air quality can be expected in association with construction activities. These impacts are primarily associated with grading activities and the increased potential for dust and wind driven erosion of soils. Particulate matter resulting from construction dust will be reduced by implementing standard dust control measures on the job site as part of an erosion control plan. The grading permit and on-site inspection by the Public Works Department will ensure appropriate dust control measures, such as watering are done to reduce short-term air quality impacts. Vehicle exhaust, produced during project construction, could temporarily contribute to the deterioration of ambient air quality. Diesel fuel fumes from construction equipment may be noticeable in the vicinity of the site; however, this is a short-term effect. All equipment must comply with the mitigation measures and with California emissions standards

The air quality impacts associated with the increase in square footage of the project will not result in new or substantially more severe significant impacts. For example, the construction phase project-level ROG (lbs/day) percent difference between the original project and the propped project will have approximately a 17% difference. Based on this the project remains consistent with the development scenarios outlined in the MND. Future industrial uses that locate onsite will be required to comply with the PCAPCD requirements and may need to obtain permits prior to occupancy. Industrial users may need to install air quality devices such as exhaust systems. Permitting with the PCAPCD will ensure that operation emissions are regulated. Therefore, with the air quality mitigation measures incorporated into the project the air quality impacts of this project would be less than significant.

There are no sensitive receptors located in the immediate vicinity of the project. The multi-family residential development southeast of the FBI site on Washington Boulevard comprises of the nearest sensitive receptor. Construction and operation of the project will increase emissions on the site, but not substantially; implementation of mitigation measures AQ#1 and AQ#2 will reduce project emissions to less than significant levels. Potential impacts to sensitive receptors would therefore be less than significant.

The project does not include components with the potential to create significant objectionable odors. No impact associated with odor would result from the project.

Mitigation Measures: Applicable mitigation measures from the MND are below; no new measures are warranted for this Project.

Mitigation Measure AQ#1

1a. Prior to approval of Grading or Improvement Plans (whichever occurs first) on project sites greater than five (5) acres, the applicant shall submit a Construction Emission / Dust Control Plan to the Placer County APCD. The applicant shall provide written evidence, provided by APCD, to the local jurisdiction (city or county) that the plan has been submitted to APCD. If APCD does not respond within twenty (20) days the plan shall be considered approved. It is the responsibility of the applicant to deliver the approved plan to the local jurisdiction. The applicant shall not break ground prior to receiving APCD approval, of the Construction Emission / Dust Control Plan, and delivering that approval to the local jurisdiction issuing the permit.

1b. Include the following standard note on the Grading Plan or Improvement Plans: The prime contractor shall submit to the District a comprehensive inventory (i.e. make, model, year, emission rating) of all the heavy-duty off-road equipment (50 horsepower of greater) that will be used in aggregate of 40 or more hours for the construction project. If any new equipment is added after submission of the inventory, the prime contractor shall contact the APCD prior to the new equipment being utilized. At least three business days prior to the use of subject heavy-duty off-road equipment, the project representative shall provide the District with the anticipated construction timeline including start date, name, and phone number of the property owner, project manager, and on-site foreman.

1c. Prior to approval of Grading or Improvement Plans, whichever occurs first, the applicant shall provide a written calculation to the Placer County APCD for approval by the District demonstrating that the heavy-duty (> 50 horsepower) off-road vehicles to be used in the construction project, including owned, leased and subcontractor vehicles, will achieve a project wide fleet-average 20 percent NOx reduction and 45 percent particulate reduction as required by CARB. Acceptable options for reducing emissions may include use of late model engines, low emission diesel products, alternative fuels, engine retrofit technology, after-treatment products, and/or other options as they become available. The following link shall be used to calculate compliance with this condition and shall be submitted to the Placer County APCD as described above: http://www.airquality.org/ceqa/ (click on the current "Roadway Construction Emissions Model").

Mitigation Measure AQ#2: The following APCD rules shall be noted on the Improvement Plans:

- **The project shall comply with all applicable Placer County Air Pollution Control District rules and regulation, and shall obtain applicable permits and/or clearances from the District prior to the start of construction.**
- **The contractor shall use CARB ultra low sulfur diesel fuel for all diesel–powered equipment. In addition, low sulfur fuel shall be utilized for all stationary equipment. (California Standards for Motor Vehicle Diesel Fuel, title 13, article 4.8, chapter 9, California Code of Regulations).**
- **Processes that discharge 2 pounds per day or more of air contaminants, as defined by Health and Safety Code Section 39013, to the atmosphere may require a permit. Permits are required for both construction and operation. Developers/contractors should contact the District prior to construction and obtain any necessary permits prior to the issuance of a Building Permit. (Rule 501)**
- **Pursuant to the Placer County Air Pollution Control District Rule 501, General Permit Requirements, the proposed project may need a permit from the District prior to construction. In general, any engine greater than 50 brake horsepower or any boiler with heat greater than 1,000,000 Btu per hour shall require a permit issued by the District. (Rule 501)**

- **All on-site stationary equipment which is classified as 50 hp or greater shall either obtain a state issued portable equipment permit or a Placer County APCD issued portable equipment permit. (California Portable Equipment Registration Program, Section 2452).**
- **The contractor shall utilize existing power sources (e.g., power poles) or clean fuel generators rather than temporary diesel power generators if feasible.**
- **During construction, the contractor shall minimize idling time to a maximum of 5 minutes for all diesel powered equipment.**
- **During construction, traffic speeds on all unpaved surfaces shall be limited to 15 miles per hour or less. (Rule 228 / section 401.2)**

IV. Biological Resources

	Where Impact Was Analyzed in Prior Environmental Documents.	Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Prior Environmental Documents' Mitigation Measures Implemented or Addressing Impacts.
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	Pages 11-14	No	No	No	Mitigation Measure BIO#1, BIO#2, & BIO#3
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies or regulations or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?	Same	No	No	No	Same
c) Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	Same	No	No	No	Same

d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	Same	No	No	No	Same
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	Same	No	No	No	None
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	Same	No	No	No	None

Discussion: The previously evaluated project in the MND included a request for a Section 404 Individual Permit from the US Army Corps of Engineers and a Section 401 of the Clean Water Act permit certified by the Central Valley Regional Water Quality Control Board to allow the fill of various wetlands and waters on the site. The wetland features onsite consisted of several scattered ephemerally wet features and an unnamed tributary to Pleasant Grove Creek, flowing from south to north through the far western portion of the site. The wetlands delineation identified a total of 1.95 acres of potentially jurisdictional waters including 1.695 acres of wetlands and 0.258 acres of other waters. The wetlands consist of 0.554 acres of vernal pools, 0.859 acres of seasonal wetlands, 0.143 acres of seasonal wetland swale, and 0.139 acres of seasonal marsh. Other waters include 0.248 acres of intermittent drainage and 0.010 acres of a drainage ditch. The MND required mitigation measure BIO#1 to ensure appropriate permits were obtained from the US Army Corps and a Clean Water Act Section 401 permit. Compliance with the mitigation measure would ensure the proposed discharge complies with all State water quality requirements. Further, the MND required mitigation measure BIO#2 to ensure the project complied with the City's best management practices for water quality control and Storm Water Pollution Prevention Plan (SWPP). Both of these mitigation measures were satisfied prior to the start of any grading activities for the site. At this time, the entire sites have been mass graded. All required permits for site development related to biological resources have been obtained and effectuated.

The previous MND surveyed the project site for the presence of eight special-status plant species (i.e., these include Sanford's arrowhead, big-scale balsamroot, Boggs Lake hedge-hyssop, Ahart's dwarf rush, Greene's legenere, dwarf downingia, slender Orcutt grass). The survey results found that no occurrences of the aforementioned species where found on the property.

The previous MND found the site contained potential habitat for several special-status invertebrates, amphibians, and bird species listed by the California Department of Fish and Game. Although none of the special status wildlife species were observed onsite, the loss of vegetation could destroy unobserved nesting habitat for birds. Mitigation Measure BIO#3 requested that pre-construction surveys be completed to confirm the absence of special status wildlife. As previously mentioned, the project site has been previously mass graded and disturbance of the site has occurred. The Project will not result in any new or modified impacts to biological resources. Therefore, pursuant to CEQA Guidelines section 15164, subdivision (a), the City finds that "none of the conditions described in Section 15162 calling for preparation of a subsequent FEIR have occurred."

Mitigation Measures: Applicable mitigation measures from the MND are below; no new measures are warranted for this Project.

MITIGATION MEASURE BIO#1: Prior to the issuance of a grading permit or approval of improvement plans and prior to the filling of any potential wetlands or waters of the US as identified in the wetland delineation, the applicant shall obtain appropriate permits from the US Army Corps (anticipated to be an Individual Permit). Additionally, a Clean Water Act Section 401 permit shall be obtained from the Central Valley Regional Water Quality Control Board (CVRWQCB) to ensure the proposed discharge complies with all State water quality requirements. Additionally, a Fish and Game Section 1601 permit shall be obtained for streambed alterations that are regulated by Fish & Game. The project shall implement the mitigation requirements of these permits to ensure no net loss of wetlands/waters of the US.

MITIGATION MEASURE BIO#2: Prior to grading and excavation activities on-site, the developer shall obtain a grading permit to ensure that the project is in compliance with City's best management practices for water quality control and the Storm Water Pollution Prevention Plan (SWPPP).

MITIGATION MEASURE BIO#3: A qualified biologist shall perform pre-construction surveys for nesting birds and raptors at least 30 days in advance of construction if construction is planned during January to July. If the survey does not identify any special-status birds or raptors species, no further mitigation is required. If nesting is found to be occurring, avoid disturbance of the nest site with a suitable buffer zone. The on-site biologist shall consult with the California Department of Fish & Game to determine the size of the no-disturbance buffer (typically between 150 to 200 feet). Additionally, if Swainson's hawk are found to be using the site in any capacity, off-site mitigation would be required at a ratio deemed suitable by the CDFG.

V. Cultural Resources

	Where Impact Was Analyzed in Prior Environmental Documents.	Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Prior Environmental Documents' Mitigation Measures Implemented or Addressing Impacts.
a) Cause a substantial adverse change in the significance of an historic resource pursuant to in Section 15064.5?	Page 14	No	No	No	None
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5?	Same	No	No	No	None
c) Disturb any human remains, including those interred outside of dedicated cemeteries?	Same	No	No	No	None

Discussion: The MND required a cultural resources survey report be prepared for the project. A cultural resources survey report prepared by ECORP, dated August 2009 was completed with the MND. The report concluded that no cultural resources are known to exist on the project site. Standard mitigation measures in the General Plan EIR will be applied to reduce impacts to cultural resources, should any be found on-site. The mitigation measure requires that in the event of a discovery of buried archeological or historic deposits, project acitivity in the vicinity to be halted until a qualified archeologist can asses the resources and provide management. This mitigation need not be applied herein, as it is already applicable and required of the Project pursuant to the General Plan EIR. The Project will not result in any new impacts beyond those already discussed and disclosed in the WRSP EIR and MND; therefore, pursuant to CEQA Guidelines section 15164, subdivision (a), the City finds that "none of the conditions described in Section 15162 calling for preparation of a subsequent FEIR or negative declaration have occurred."

Mitigation Measures: None required for this Project.

VI. Energy – Energy is a new issue area.

	Where Impact Was Analyzed in Prior Environmental Documents.	Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Prior Environmental Documents' Mitigation Measures Implemented or Addressing Impacts.
a) Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?	Not applicable	No	No	No	None
b) Conflict with or obstruct a state or local plan for renewable energy or energy inefficiency?	Same	No	No	No	Same

Discussion: The MND did not previously analyzed the energy effects of the project. However, based on the existing Industrial land use designation the project was therefore assumed for development with industrial uses in the citywide environmental analyses, such as in the Amoruso Ranch Specific Plan, which updated the City's General Plan. The project is therefore consistent with the current citywide assessment of energy demand, and it is determined it would not result in substantial unplanned demands, nor would it result in inefficient, wasteful, or unnecessary consumption of energy; therefore, impacts were found to be less than significant. Pursuant to CEQA Guidelines section 15164, subdivision (a), the City finds that "none of the conditions described in Section 15162 calling for preparation of a subsequent FEIR or negative declaration have occurred."

Mitigation Measures: None required for this Project.

VII. Geology and Soils

	Where Impact Was Analyzed in Prior Environmental Documents.	Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Prior Environmental Documents' Mitigation Measures Implemented or Addressing Impacts.
a) Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:	Pages 14-16	No	No	No	None
i) Ruptures of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? (Refer to Division of Mines and Geology Special Publication 42.)	Same	No	No	No	None
ii) Strong seismic ground shaking?	Same	No	No	No	None
iii) Seismic-related ground failure, including liquefaction?	Same	No	No	No	None
iv) Landslides?	Same	No	No	No	None
b) Result in substantial soil erosion or the loss of topsoil?	Same	No	No	No	None
c) Be located in a geological unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?	Same	No	No	No	None
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?	Same	No	No	No	None

e) Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?	Same	No	No	No	None
f) Directly or indirectly destroy a unique paleontological resource or site or unique geological feature?	Same	No	No	No	None

Discussion: The MND indicated that compliance with existing regulations and permit requirements would be sufficient to avoid impacts related to these issues. This conclusion remains appropriate for this Project. Therefore, pursuant to CEQA Guidelines section 15164, subdivision (a), the City finds that "none of the conditions described in Section 15162 calling for preparation of a subsequent FEIR or negative declaration have occurred."

Mitigation Measures: None required for this Project.

VIII. Greenhouse Gases

	Where Impact Was Analyzed in Prior Environmental Documents.	Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Prior Environmental Documents' Mitigation Measures Implemented or Addressing Impacts.
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	Pages 24-26	No	No	No	None
b) Conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	Same	No	No	No	None

Discussion: The MND did not address climate change or greenhouse gas emissions because the MND determined there were no thresholds of significance against which to measure the impacts of the project and as a result the project was evaluated qualitatively relative to its incremental contribution to the overall issue of global warming. While the MND did not evaluate impacts related to greenhouse gas (GHG) emissions, the potential environmental impact of GHG emissions was known or could have been known with reasonable diligence at the time of the adoption of the MND, but no one raised the issue to the City. According to case law, a supplemental or subsequent EIR therefore may not be required here simply because the City is considering changes to a project that was approved based on an MND before CEQA expressly required GHG analysis.

(See *Citizens Against Airport Pollution v. City of San Jose* (2014) 227 Cal.App.4th 788, 806-808 [upholds addendum for changes to an approved airport master plan even though the underlying 1997 EIR and 2003 Supplemental EIR did not address GHG impacts]; see also *Citizens for Responsible Equitable Environmental Development (CREED) v. City of San Diego* (2011) 196 Cal.App.4th 515, 530-532; and *Concerned Dublin Citizens v. City of Dublin* (2013) 214 Cal.App.4th 1301, 1318-1320.). It is acknowledged that the project would include sources of greenhouse gas emissions; however, the project also includes mitigating features that are beneficial in terms of minimizing greenhouse gas emissions. Based on these reasons, this Project would not make a significantly greater contribution to GHG emissions than what was previously evaluated. Thus, based on a body of case law, the MND's lack of GHG analysis does by itself not preclude adoption of an addendum for the proposed project and pursuant to CEQA Guidelines section 15164, subdivision (a), the City finds that "none of the conditions described in Section 15162 calling for preparation of a subsequent FEIR have occurred" relative to GHGs.

Mitigation Measures: None required for this Project.

IX. Hazards and Hazardous Materials

	Where Impact Was Analyzed in Prior Environmental Documents.	Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Prior Environmental Documents' Mitigation Measures Implemented or Addressing Impacts.
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	Pages 16-17	No	No	No	None
b) Create a significant hazard to the public or the environment though reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	Same	No	No	No	
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	Same	No	No	No	

d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	Same	No	No	No	
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?	Same	No	No	No	
f) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	Same	No	No	No	
g) Expose people or structures either directly or indirectly to a significant risk of loss, injury or death involving wildland fires?	Same	No	No	No	

Discussion: The MND found that the previously evaluated project has a Light Industrial zoning and the potential for future users to have hazardous materials on-site could occur. However, it is unknown at this time if any hazardous materials will be used or stored on-site. The California Health and Safety Code and local City Ordinances regulate the handling, storage, and transportation of hazardous and toxic materials. The California Health and Safety Codes require a Risk Management and Prevention Program (RMPP) for those uses that handle specified quantities of toxic and/or hazardous materials. Also, businesses that handle toxic or hazardous materials are required to complete a Hazardous Materials Management Program (HMMP). Furthermore, all business owners must file a site-specific business plan with the City Fire Department before a new building is occupied. All plans would need to specify what materials would be used or stored on-site and what to do in the event of an accident and which transportation routes would be used. With the implementation of the HMMP and business plan requirements, the use of storage of hazardous materials on-site would be reduced to less than significant levels with the appropriate aforementioned implementation HMMP and business plan requirements.

The MND found that during construction activities there is the possibility that potentially hazardous materials might be stored or used at the project site. The developer (during construction) is required to comply with all California Health and Safety Codes and local City Ordinances regulating the handling, storage and transportation of hazardous and toxic materials. The California Health and Safety Codes require a Risk Management and Prevention Program (RMPP) for those uses that handle specified quantities of toxic and/or hazardous materials.

The project site is not located within an airport land use plan area, no airports are located within two miles of the project site, and the project site is not located within the vicinity of a private airstrip. The project site is within an area of the City currently receiving emergency services and the project would not increase the demand for emergency services beyond that identified in the General Plan EIR.

The proposed project use does not significantly change the project's potential impacts related to hazardous materials, and it will also be subject to the City's existing regulations and permits that would prevent significant impacts. Therefore, pursuant to CEQA Guidelines section 15164, subdivision (a), the City finds that "none of the conditions described in Section 15162 calling for preparation of a subsequent FEIR or negative declaration have occurred."

Mitigation Measures: None required for this Project.

X. Hydrology and Water Quality

	Where Impact Was Analyzed in Prior Environmental Documents.	Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Prior Environmental Documents' Mitigation Measures Implemented or Addressing Impacts.
a) Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?	Pages 17-19	No	No	No	None
b) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?	Same	No	No	No	None
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:	Same	No	No	No	None

i) result in substantial erosion or siltation on or off-site;	Same	No	No	No	None
ii) substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site;	Same	No	No	No	None
iii) create or contribute runoff water which would exceed the capacity of existing or planned stormwater systems or provide substantial additional sources of polluted runoff; or	Same	No	No	No	None
iv) impede or redirect flood flows?	Same	No	No	No	None
d) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?	Same	No	No	No	None
e) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?	Same	No	No	No	None
f) In flood hazard, tsunami, or seiches zones, risk release of pollutants due to project innundation?	Same	No	No	No	None

Discussion: The MND indicated that development of the site would not result in any significant water-related impacts and that existing regulations and permits would ensure that water quality and stormwater impacts would be less than significant. The proposed project has been evaluated by the City to ensure the design continues to meet current adopted stormwater quality design standards. Therefore, pursuant to CEQA Guidelines section 15164, subdivision (a), the City finds that “none of the conditions described in Section 15162 calling for preparation of a subsequent FEIR or negative declaration have occurred” as it relates to hydrology and water quality impacts

Mitigation Measures: None required for this Project.

XI. Land Use and Planning

	Where Impact Was Analyzed in Prior Environmental Documents.	Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Prior Environmental Documents' Mitigation Measures Implemented or Addressing Impacts.
a) Physically divide an established community?	Page 19	No	No	No	None
b) Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation of an agency adopted for the purpose of avoiding or mitigating an environmental effect?	Same	No	No	No	None

Discussion: The MND concluded that the previously evaluated project would not physically divide an established community as it is located in an area that has been planned for development, including adequate roads and pedestrian paths to provide connections within the community. The MND found that the previously evaluated project was consistent with the policies of the Zoning Ordinance and General Plan, which are adopted for the purpose of avoiding environmental effects. These conclusions remain applicable to the proposed project. The proposed industrial buildings are consistent with the zoning and land use designations of the site. City staff has determined that the project is consistent with the standards and guidelines outlined in the City's Zoning Ordinance, Community Design Guidelines, and the North Roseville Area Design Guidelines, including setbacks, landscaping, lighting, and building architecture to fit in with the surrounding community. The project will not divide an existing community and no conflicts with policies adopted for the purpose of avoiding or mitigating an environmental effect have been identified.

The Project is substantially consistent with the build out assumptions and would not increase the severity of already identified significant impacts; therefore, there would be no new significant impacts not previously identified in the MND relative to land use. Thus, pursuant to CEQA Guidelines section 15164, subdivision (a), the City finds that "none of the conditions described in Section 15162 calling for preparation of a subsequent FEIR or negative declaration have occurred" relative to land use and planning

Mitigation Measures: None required for this Project.

XII. Mineral Resources

	Where Impact Was Analyzed in Prior Environmental Documents.	Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Prior Environmental Documents' Mitigation Measures Implemented or Addressing Impacts.
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	Pages 19-20	No	No	No	None
b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?	Same	No	No	No	None

Discussion: The MND indicated that the project site was not known to include any mineral resources that would be of local, regional, or statewide importance. This conclusion remains appropriate for this Project. Therefore, pursuant to CEQA Guidelines section 15164, subdivision (a), the City finds that "none of the conditions described in Section 15162 calling for preparation of a subsequent FEIR or negative declaration have occurred."

Mitigation Measures: None required for this Project.

XIII. Noise

	Where Impact Was Analyzed in Prior Environmental Documents.	Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Prior Environmental Documents' Mitigation Measures Implemented or Addressing Impacts.
a) Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	Page 20	No	No	No	None
b) Generation of excessive ground borne vibration of ground borne noise levels?	Same	No	No	No	None
c) For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?	Same	No	No	No	None

Discussion: The MND addressed construction noise, and found that surrounding uses may experience short-term increases in noise levels. However, these increases would only occur for a short period of time. When conducted during daytime hours, construction activities are exempt from Noise Ordinance standards, but the standards do apply to construction occurring during nighttime hours. While the noise generated may be a minor nuisance, the City Noise Regulation standards are designed to ensure that impacts are not unduly intrusive. Based on this, the MND found that impacts would be less than significant. This conclusion remains appropriate and applicable to the Project.

The MND found the buildout in the area would result in an increase in the ambient (background) noise level in the project area. In particular, point source noise form vehicular traffic is anticipated to raise the ambient noise level in the area. However, the MND found that the anticipated level of traffic is within the limits anticipated by the General Plan EIR and CIP EIR for build out of the project site. The future users on-site will be required to maintain noise levels in accordance with the City's Noise Ordinance. Based on this, the MND found that impacts would be less than significant. This conclusion remains appropriate and applicable to the Project.

Mitigation Measures: None required for this Project.

XIV. Population and Housing

	Where Impact Was Analyzed in Prior Environmental Documents.	Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Prior Environmental Documents Mitigation Measures Implemented or Addressing Impacts.
a) Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, though extension of roads or other infrastructure)?	Page 21	No	No	No	None
b) Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?	Same	No	No	No	None

Discussion: The MND concluded that the site development was not housing-related, was consistent with the land use designation and thus would not induce unplanned growth, and would not displace housing. This conclusion remains appropriate for this Project. Therefore, pursuant

to CEQA Guidelines section 15164, subdivision (a), the City finds that "none of the conditions described in Section 15162 calling for preparation of a subsequent FEIR or negative declaration have occurred."

Mitigation Measures: None required for this Project.

XV. Public Services

	Where Impact Was Analyzed in Prior Environmental Documents.	Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Prior Environmental Documents Mitigation Measures Implemented or Addressing Impacts.
Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any the public services:					
a) Fire protection?	Page 21	No	No	No	None
b) Police protection?	Same	No	No	No	None
c) Schools?	Same	No	No	No	None
d) Parks?	Same	No	No	No	None
e) Other public facilities?	Same	No	No	No	None

Discussion: The MND indicates that the City's General Plan examined Citywide service needs based on land use designations, so any project consistent with existing land use designations would not negatively impact services. The proposed project remains consistent with the land use designation of the site, and therefore this conclusion remains appropriate for this Project. Therefore, pursuant to CEQA Guidelines section 15164, subdivision (a), the City finds that "none of the conditions described in Section 15162 calling for preparation of a subsequent FEIR or negative declaration have occurred."

Mitigation Measures: None required for this Project.

XVI. Recreation

	Where Impact Was Analyzed in Prior Environmental Documents.	Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Prior Environmental Documents Mitigation Measures Implemented or Addressing Impacts.
a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that physical deterioration of the facility would occur or be accelerated?	Page 22	No	No	No	None
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?	Same	No	No	No	None

Discussion: The MND indicates that the City's General Plan examined the level of park services that would need to be provided in order to serve planned growth in the community. This was based on land use designations, so any project consistent with existing land use designations would not cause any unforeseen or new impacts related to the use of existing or proposed parks and recreational facilities, or related to the construction or expansion of recreational facilities. The proposed project remains consistent with the land use designation of the site, and therefore this conclusion remains appropriate for this Project. Therefore, pursuant to CEQA Guidelines section 15164, subdivision (a), the City finds that "none of the conditions described in Section 15162 calling for preparation of a subsequent FEIR or negative declaration have occurred."

Mitigation Measures: None required for this Project.

XVII. Transportation

	Where Impact Was Analyzed in Prior Environmental Documents.	Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Prior Environmental Documents Mitigation Measures Implemented or Addressing Impacts.
a) Conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle, and pedestrian facilities?	Page 22-23	No	No	No	None
b) Conflict or be inconsistent with CEQA Guidelines Section 15064.3, subdivision (b)?	Same	No	No	No	None
c) Substantially increase hazards due to a geometric design feature(s) (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	Same	No	No	No	None
d) Result in inadequate emergency access?	Same	No	No	No	None

Discussion: The MND determined the previously evaluated project would result in less than significant impact on traffic and transportation. The project site was anticipated for development and transportation/traffic impacts were analyzed in General Plan EIR and 2020 CIP EIR. The 2020 CIP EIR was prepared for the Transportation System Capital Improvements Program Update that reflected changing conditions and ensured an adequate transportation system was in place.

A long-term traffic analysis has been prepared for the project by DKS Associates (dated July 27, 2007) and analyzed the project's potential level of service impacts at the City's existing intersections. The results of the study did not identify any significant impacts to the City's CIP intersections. The traffic analysis was reviewed by the City's Public Works Department, Engineering Division, and found to be adequate to support the findings.

Further, a short-term traffic analysis was prepared for the project by Fehr & Peers Transportation Associates (dated August 5, 2008). The short-term analysis looked at transportation impacts as a result of the trip generation created by the project and evaluated turning movements and site and circulation improvements. The analysis also evaluated the improvements to the City's existing roadways and circulation system that are proposed as part of the project as well as the City proposed improvements adjacent to the project site. The analysis was reviewed by the City's Public Works Department, Engineering Division, taking into account the City of Roseville level of service policies and improvement standards. The analysis determined, and the Engineering Division concurred, that the existing traffic levels of service do not meet City level of service standards and, the proposed project plus development of the adjacent Parcel 49 project, would exasperate traffic conditions. However, with the proposed improvements, the project would restore traffic operations to better than "no project" levels. The project drive aisle depths and internal circulation were also found to be adequate for the project and do not present a known traffic hazard.

The MND also analyzed the left-hand turn lane at the intersection of the HWY 65 fly-over and the jughandle and found that it presented a vehicular safety issue. The previously approved roadway improvements proposed with the project would improve vehicular safety and circulation in the area would improve with the project and emergency access will not be negatively impacted. However, a Focused Access Evaluation of the project was prepared by Fehr & Peers Transportation Associates (dated July 27, 2022) (Attachment 2) found that the second driveway along Industrial Avenue would permit all turning movements. The same study also found that the driveway closest to the HWY 64 fly-over would only permit inbound and outbound movements to right-turns only.

Given the foregoing changes introduced by the Project, these changes would not as compared to the MND result in a new significant impact or significant impacts that are substantially more severe than significant impacts previously disclosed. Therefore, pursuant to CEQA Guidelines section 15164, subdivision (a), the City finds that "none of the conditions described in Section 15162 calling for preparation of a subsequent FEIR or negative declaration have occurred" as it relates to transportation impacts.

Mitigation Measures: None required for this Project.

XVIII. Tribal Cultural Resources

	Where Impact Was Analyzed in Prior Environmental Documents.	Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Prior Environmental Documents Mitigation Measures Implemented or Addressing Impacts.
Would the project cause a substantial adverse change in the significance of a Tribal Cultural Resource as defined in Public Resources Code Section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:					
a) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k)?		No	No	No	
b) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1? In applying the criteria set forth in subdivision (c) of Public Resources Code Section 5024.1 the lead agency shall consider the significance of the resource to a California Native American tribe.		No	No	No	

Discussion: In addition to archeological resources, tribal cultural resources are also given particular treatment. Tribal cultural resources are defined in Public Resources Code Section 21074, as either 1) a site, feature, place, geographically-defined cultural landscape, sacred place, or object with cultural value to a California Native American Tribe, that is listed or eligible for listing on the California Register or Historical Resources, or on a local register of historical resources or as 2) a resource determined by the lead agency, supported by substantial evidence, to be significant according to the historical register criteria in Public Resources Code section 5024.1(c), and considering the significance of the resource to a California Native American Tribe. The MND had a cultural resources survey report completed by ECORP, dated August 2009. The report concluded that no cultural resources are known to exist on the project site. While it is anticipated that there will be no impacts to cultural resources, the project will be conditioned to adhere to the General Plan EIR mitigation measures that require, in the event of a discovery of buried archeological or historic deposits, project activity in the vicinity to be halted until a qualified archeologist can asses the resources and provide management. Consistent with the MND, impacts to potential cultural resources are therefore considered to be less than significant and pursuant to CEQA Guidelines section 15164, subdivision (a), the City finds that “none of the conditions described in Section 15162 calling for preparation of a subsequent FEIR or negative declaration have occurred.”

Mitigation Measures: None required for this Project.

XIX. Utilities and Service Systems

	Where Impact Was Analyzed in Prior Environmental Documents.	Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Prior Environmental Documents Mitigation Measures Implemented or Addressing Impacts.
a) Require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?	Page 24	No	No	No	None
b) Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry, and multiple dry years?	Same	No	No	No	None
c) Result in a determination by the wastewater treatment provider which serves the project that it has adequate capacity to serve the project's projected demand in addition of the provider's existing commitments?	Same	No	No	No	None
d) Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?	Same	No	No	No	None
e) Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?	Same	No	No	No	None

Discussion: The MND found that the previous project would have a less than significant impact on utilities and services. The proposed project has been analyzed by City and external service and utility providers, and has been found to be consistent with standards, and utilities and service demands are within the scope of the previously analyzed project. Furthermore, Citywide planning of water supply and sewer infrastructure is based on land use, and the Project is consistent with the existing land use designation. Therefore, pursuant to CEQA Guidelines section 15164, subdivision (a), the City finds that "none of the conditions described in Section 15162 calling for preparation of a subsequent FEIR or negative declaration have occurred."

Mitigation Measures: None required for this Project.

XX. Wildfire – Wildfire is a new issue area.

	Where Impact Was Analyzed in Prior Environmental Documents.	Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Prior Environmental Documents Mitigation Measures Implemented or Addressing Impacts.
If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project:					
a) Substantially impair an adopted emergency response plan or emergency evacuation plan?	Not applicable	No	No	No	None
b) Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?	Same	No	No	No	Same
c) Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?	Same	No	No	No	Same

d) Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?	Same	No	No	No	Same

Discussion: The MND did not previously analyzed the wildfire effects of the project. However, the checklist questions a—d above do not apply, because the project site is not within a Very High Fire Hazard Severity Zone and is not in a CAL FIRE responsibility area. The project receives fire protection from the Roseville Fire Department. Therefore, pursuant to CEQA Guidelines section 15164, subdivision (a), the City finds that "none of the conditions described in Section 15162 calling for preparation of a subsequent FEIR or negative declaration have occurred."

Mitigation Measures: None required for this Project.

XXI. Mandatory Findings of Significance

	Where Impact Was Analyzed in Prior Environmental Documents.	Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Prior Environmental Documents Mitigation Measures Implemented or Addressing Impacts.
a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of an endangered, threatened or rare species, or eliminate important examples of the major periods of California history or prehistory?	Pages 26-27	No	No	No	None

b) Does the project have impacts which are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.)	Same	No	No	No	None
c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?	Same	No	No	No	None

Discussion: The MND concluded that long term environmental goals are not impacted by the proposed project and the cumulative impacts do not deviate beyond what was contemplated by the 2020 General Plan EIR. With implementation of the proposed mitigation measures the project does not have the potential to degrade the quality of the environment, substantially reduce the habitat of any wildlife species nor create adverse effects on human beings. Based on the foregoing, the proposed project does not have the potential to degrade the quality of the environment, substantially reduce the habitat of any wildlife species, or create adverse effects on human beings. Therefore, pursuant to CEQA Guidelines section 15164, subdivision (a), the City finds that "none of the conditions described in Section 15162 calling for preparation of a subsequent FEIR or negative declaration have occurred."

ENVIRONMENTAL DETERMINATION:

In reviewing the site specific information provided for this project and acting as Lead Agency, the City of Roseville, Development Services Department, Planning Division has analyzed the potential environmental impacts created by this project and determined that the findings of CEQA Section 15162 concerning the decision not to prepare a subsequent EIR or negative declaration and the findings of CEQA Section 15164 concerning the decision to prepare an Addendum can be made. As supported by substantial evidence within the Addendum to the Blue Oaks Commerce Center Mitigated Negative Declaration (Adopted May 27, 2010), the Lead Agency makes the following findings:

[**X**] No substantial changes are proposed in the project which would require major revisions of the previous EIR or Mitigated Negative Declaration.

[**X**] No substantial changes have occurred with respect to the circumstances under which the project is undertaken.

[**X**] There is no new information of substantial importance which was not known and could not have been known with the exercise of due diligence at the time the previous EIR was certified as complete or the Mitigated Negative Declaration was adopted.

[**X**] Only minor technical changes or additions are necessary in order to deem the adopted environmental document adequate.

Addendum Prepared by:

_____

Escarlet Mar, Associate Planner
City of Roseville, Development Services–Planning Division

Attachments:

1. NIPA Blue Oaks Commerce Center Initial Study and Mitigated Negative Declaration
2. Fehr and Peers Focused Access Evaluation for Blue Oaks Commerce Center

CITY OF ROSEVILLE CALIFORNIA

PLANNING & REDEVELOPMENT
311 Vernon Street, Roseville, CA 95678 (916) 774-5276

INITIAL STUDY & ENVIRONMENTAL CHECKLIST

Project Title/File Number: Blue Oaks Commerce Center/2007PL-039

Project Location: 8950 Industrial Ave, Roseville, Placer County

Project Description: The applicant requests approval of the following: 1) a Major Project Permit - Stage I for development of 49.4 acres with 17 buildings totaling 575,505 square feet, providing a mix of office, industrial and commercial uses, and grading, parking, landscaping and lighting improvements. The project also includes the removal of the Blue Oaks Bl to Industrial Ave jughandle and the installation of two new roadways that would connect Blue Oaks Bl to Industrial Ave and Washington Bl; and 2) a Tentative Map to subdivide 49.4 acres into eight parcels.

Project Applicant: VLMK Consulting Engineers, 3933 SW Kelly Ave, Portland, OR

Property Owner: Harsch Investment Properties, LLC, 1121 SW Salmon St, Portland, OR

Lead Agency Contact Person: Gina LaTorra, Associate Planner Phone (916) 774-5276

This initial study has been prepared to identify and assess the anticipated environmental impacts of the above described project application. The document relies on previous environmental documents (see Attachments) and site-specific studies prepared to address in detail the effects or impacts associated with the project.

This document has been prepared to satisfy the California Environmental Quality Act (CEQA), (Public Resources Code, Section 21000 et seq.) and the State CEQA Guidelines (14 CCR 15000 et seq.). CEQA requires that all state and local government agencies consider the environmental consequences of projects over which they have discretionary authority before acting on those projects.

The initial study is a public document used by the decision-making lead agency to determine whether a project may have a significant effect on the environment. If the lead agency finds substantial evidence that any aspect of the project, either individually or cumulatively, may have a significant effect on the environment, regardless of whether the overall effect of the project is adverse or beneficial, the lead agency is required to prepare an EIR, use a previously prepared EIR and supplement that EIR, or prepare a subsequent EIR to analyze the project at hand. If the agency finds no substantial evidence that the project or any of its aspects may cause a significant effect on the environment, a negative declaration shall be prepared. If in the course of analysis, the agency recognizes that the project may have a significant impact on the environment, but that by incorporating specific mitigation measures the impact will be reduced to a less than significant effect, a mitigated negative declaration shall be prepared.

In reviewing the site specific information provided for this project, the City of Roseville Planning Department has analyzed the potential environmental impacts created by this project and determined that with mitigation the impacts are considered to be less than significant. As demonstrated in the initial study checklist, there are no "project specific significant effects which are peculiar to the project or site" that cannot be reduced to less than significant effects through mitigation (CEQA Section 15183) and therefore an additional EIR **is not** required. Therefore, **on the basis of the following initial evaluation,** we find that the proposed project **could not** have a significant effect on the environment, and a **Mitigated Negative Declaration** will be prepared.

Prepared by: _____ Date: _____
Gina LaTorra, Associate Planner

PROJECT DESCRIPTION

The project includes several entitlements that would allow for future development of an undeveloped 49.4 acre site. The applicant requests approval of the following: 1) a Major Project Permit - Stage I for development of the 49.4 acres with 17 buildings totaling 575,505 square feet, providing a mix of office, industrial and commercial uses, and grading, roadway, parking, landscaping and lighting improvements; and 2) a Tentative Map to subdivide 49.4 acres into eight parcels. The project would include the grading and fill of 1.695 acres of seasonal wetlands regulated by the U.S. Army Corps of Engineers. The project also includes the removal of the Blue Oaks Boulevard to Industrial Avenue jughandle and the construction of two new public roadways to connect Blue Oaks Boulevard to Industrial Avenue and Washington Boulevard. Future construction on the site would require additional permits including, but not limited to; a Major Project Permit – Stage II and Stage III, 404 Permit, permits from Caltrans, and Building Permits.

ENVIRONMENTAL SETTING

The 49.4 acre project site is located at 8950 Industrial Avenue within the North Industrial planning area. The project site extends from Industrial Avenue along the west perimeter to Washington Boulevard along the east perimeter, and is encumbered by the Caltrans right-of-way adjacent to Blue Oaks Boulevard along the north perimeter (see Figure 1). The project site is in close proximity to HWY 65 to the east. The project site is surrounded by developed commercial, industrial, and residential parcels, with the exception of Parcel 49 to the east. Parcel 49 is anticipated for development with office and commercial uses.

Figure 1 – Site Aerial

The North Industrial planning area consists of 2,045 gross acres west of Washington Boulevard and north of the Northwest Roseville Specific Plan area. The North Industrial planning area is not subject to a specific plan but is subject to adopted design guidelines (1992) that influence the general character of development within the planning area.

The Roseville General Plan identifies the project site with a General Industrial (IND) land use. The intended primary uses within the IND land use include a wide range of manufacturing, wholesale distribution, large storage areas and other industrial uses. Identified secondary uses include incidental retail and service commercial uses associated with large employment areas. Consistent with the General Plan, the Roseville Zoning Ordinance designates the site with a Light Industrial (M1) zoning. The M1 zoning designation permits a mix of light industrial uses compatible with commercial and office uses. The project site was also identified by the Blue Ribbon Corporate Center Committee in 2007 as an ideal location to support a large corporate center development.

The 49.4 acre project site is undeveloped and is comprised of primarily non-native grasslands. A total of 1.95 acres of potential jurisdictional waters are present on-site, including 1.695 acres of wetlands (seasonal wetlands and vernal pools) and 0.258 acres of “other waters”. An approximately 220-foot wide series of power lines bisect a northeast portion of the property at a 45-degree angle from Washington Boulevard to Blue Oaks Boulevard. The northwest portion of the property is bisected by the Blue Oaks Boulevard to Industrial Avenue jughandle. The remainder of the site is undisturbed.

PREVIOUS ENVIRONMENTAL DOCUMENTS

The City has determined that an Initial Study shall be prepared in order to determine whether the potential exists for significant or potentially significant impacts resulting from the proposed project. Relevant analysis from the General Plan EIR, West Roseville Specific Plan (WRSP) EIR, Capital Improvement Program (CIP) EIR and other project-

specific studies and reports that have been generated to date were used as the database for the Initial Study. The decision to prepare the Initial Study utilizing the analysis contained in the General Plan EIR, WRSP EIR, CIP EIR and project-specific analysis summarized herein, is sustained by Sections 15168 and 15183 of the CEQA Guidelines.

Section 15183 states that "projects which are consistent with the development density established by existing zoning, community plan or general plan policies for which an EIR was certified shall not require additional environmental review, except as may be necessary to examine whether there are project specific significant effects which are peculiar to the project or site." Thus, if an impact is not peculiar to the project or site, has been addressed as a significant effect in the prior EIR, or can be substantially mitigated by the imposition of uniformly applied development policies or standards then an additional EIR need not be prepared for the project solely on the basis of that impact.

Section 15168 relating to program EIRs indicates that where subsequent activities involve site specific operations, the agency should use a written checklist or similar device to document the evaluation of the site and the activity, to determine whether the environmental effects of the operation were covered in the earlier program EIR. A program EIR is intended to provide the basis in an Initial Study for determining whether the later activity may have any significant effects. It can also be incorporated by reference to deal with regional influences, secondary effects, cumulative impacts, broad alternatives, and other factors that apply to the program as a whole.

Regarding the subject project, the **General Plan EIR** serves as the program-level EIR from which incorporation by reference can occur.

1. GENERAL PLAN EIR

The City's 2020 General Plan was adopted on February 4, 2004 by Resolution #04-39. The current General Plan contains in large part the same goals, policies, and implementation measures as the previous 2010 General Plan (adopted on November 18, 1992, by Resolution #92-321), for which a formal General Plan EIR was prepared. However, the current General Plan has been updated to reflect the current level of development in the City and to reflect the 3,100-acre West Roseville Specific Plan annexation that was approved in 2004. Changes between the 2010 General Plan and the current 2020 General Plan were analyzed as part of the West Roseville Specific Plan Environmental Impact Report (WRSP EIR) (SCH #2002082057).

Each element of the General Plan (GP) references and provides policies relating to specific plans. The specific plans are viewed as the primary mechanism for implementing the goals and policies of the GP. The plans are consistent with, and incorporated by reference into, the Land Use Element of the GP (page II-59 of the GP). Specific plan land uses are reflected on the GP land use map. The specific plans establish detailed policies and implementation programs for portions of the City, consistent with the goals and policies established in the GP.

The City Council adopted a Statement of Overriding Considerations when they certified the GP EIR, identifying the following impacts as significant and unavoidable:

- flood hazard
- vehicular air emissions (ozone)
- construction air emissions (ozone)
- vehicle noise
- railroad noise
- noise from fixed sources
- conversion of open space outside of infill area
- jobs/housing imbalance
- affordable housing
- increased traffic/degraded LOS
- loss of annual grasslands
- loss of oak trees and oak woodlands
- loss of riparian woodlands
- loss of vernal pools
- loss of intermittent drainages and other seasonal wetland habitat
- habitat fragmentation and loss of wildlife habitat
- risk of hazardous materials-related emergencies due to rail operations

- cumulative air quality, land use, jobs/housing, traffic, biological, cultural, risk of upset, open space, public services and utilities, and water impacts
- growth inducement

2. WEST ROSEVILLE SPECIFIC PLAN

The West Roseville Specific Plan is referenced and utilized in the evaluation of this project as it represents the most recent significant change in land use and allocation of new land use to the City following the adoption of the 1992 General Plan. The project added approximately 3,100 acres to the City's corporate limits, and included a mixed-use land use plan of commercial, business professional, industrial, park, open space, and school land uses, and included 8,430 new residential dwelling units. As mentioned above, processing of this plan also resulted in an update to the City's 2010 General Plan.

In accordance with the California Environmental Quality Act (CEQA), it was determined that the West Roseville Specific Plan had the potential to have a significant adverse impact upon the environment, and the WRSP EIR (SCH #2002082057) was prepared for the project. A Notice of Completion was filed with the State of California Office of Planning and Research. The Final Environmental Impact Report (FEIR) was certified by the City Council on February 4, 2004. A copy of the WRSP EIR is available for review within the Planning Department at 311 Vernon Street, Roseville, CA.

The City Council adopted a Statement of Overriding Considerations when they certified the WRSP EIR. The EIR identified the following impacts associated with development of the WRSP area as significant and unavoidable:

- Potential incompatibility of internal land uses
- Conversion of agricultural land to developed uses
- Inducement of substantial population growth
- Increased traffic on City of Roseville roadways
- Increased traffic on State Highways
- Increased traffic on Placer County roadways
- Increased emissions of fugitive dust and PM10 from grading and trenching activities (short term)
- Increased emissions of ozone precursors during construction (short-term)
- Increased emissions of air pollutants during operation
- Loss of oak trees of greater than 6 inches dbh (short-term)
- Removal of historically significant properties and/or loss of historic integrity of such resources
- Increased demand for solid waste services at the landfill
- Increased demand for solid waste services at the MRF
- Construction debris demand for solid waste services
- Alteration of the visual character of the site and vicinity
- New sources of light and glare

For buildout of the WRSP project area, the WRSP EIR also identified the following cumulative impacts as significant and unavoidable:

- Agricultural land conversion
- Increased traffic on City of Roseville roadways with Kaiser Medical Center
- Air quality emissions from construction
- Air quality emissions from operation
- On-site noise levels that exceed City standards
- Off-site noise levels that exceed City standards
- Loss of historic resources
- Increased demand for water
- Increased demand for recycled water distribution system
- Increased generation of solid waste
- Increased stormwater runoff in the Curry Creek Watershed
- Change in visual character

3. SUBSEQUENT ENVIRONMENTAL IMPACT REPORT AND ROSEVILLE 2020 TRANSPORTATION SYSTEM CAPITAL IMPROVEMENTS PROGRAM UPDATE

The Subsequent Environmental Impact Report and Roseville 2020 Transportation System Capital Improvements Program Update (2020 CIP EIR) was adopted by the Roseville City Council on June 20, 2007 by Resolution #07-311. The 2020 CIP EIR updated the City's Roadway Capitol Improvement Program (CIP) and General Plan to reflect changing conditions and ensure an adequate transportation system, consistent with the City's General Plan. The 2020 CIP EIR reflects the most current level of development in the City, including the 3,100-acre West Roseville Specific Plan annexation that was approved in 2004.

The EIR identified the following impacts associated with the General Plan land use allocation as significant and unavoidable:

Existing Plus Project Conditions

- Increased traffic on City of Roseville roadways
- Increased traffic on state highways
- Increased traffic on Placer County roadways
- Increased traffic on Sacramento County roadways
- Growth-inducing impacts

2020 Plus Project Conditions

- Increased traffic on City of Roseville's roadways
- Increased traffic on state highways
- Increased traffic on Placer County roadways
- Growth-inducing impacts

2025 Cumulative Plus Project Conditions

- Increased traffic on City of Roseville roadways
- Increased traffic on state highways
- Increased air emissions
- Loss of biological resources
- Growth-inducing impacts

CITY OF ROSEVILLE MITGATING POLICIES AND STANDARDS

The California Environmental Quality Act (CEQA) Guidelines[1] allow the use of previously adopted development policies or standards as mitigation for the environmental effects of future projects, when the standards have been adopted by the City with findings, based on substantial evidence, that the policies or standards will substantially mitigate environmental effects, unless substantial new information shows that the policies or standards will not substantially mitigate the effects (§15183[f]). In March 2003, the City of Roseville adopted findings applicable to the following regulations and ordinances, which include standards and policies that are uniformly applied throughout the City, and will substantially mitigate specified environmental effects of future projects.

- City of Roseville Zoning Ordinance (RMC Title 19)
- Noise Regulation (RMC Ch.9.24)
- Flood Damage Prevention Ordinance (RMC Ch.9.80)
- Traffic Mitigation Fee (RMC Ch.4.44)
- Drainage Fees (Dry Creek [RMC Ch.4.49] and Pleasant Grove Creek [RMC Ch.4.48])
- City of Roseville Improvement Standards (Resolution 02-37)

[1] California Code of Regulations Title 14, Chapter 3, §15000-15387.

- City of Roseville Construction Standards (Resolution 01-208)
- City of Roseville Grading Ordinance (RMC Ch.16.20)
- Tree Preservation Ordinance (RMC Ch.19.66)
- Subdivision Ordinance (RMC Title 18)
- Community Design Guidelines (Resolution 95-347)
- Specific Plan Design Guidelines:
    - Development Guidelines Del Webb Specific Plan (Resolution 96-330)
    - Landscape Design Guidelines for North Central Roseville Specific Plan (Resolution 90-170)
    - North Roseville Specific Plan and Design Guidelines (Resolution 00-432)
    - Northeast Roseville Specific Plan (Olympus Pointe) Signage Guidelines (Resolution 89-42)
    - North Roseville Area Design Guidelines (Resolution 92-226)
    - Northeast Roseville Specific Plan Landscape Design Guidelines (Resolution 87-31)
    - Southeast Roseville Specific Plan Landscape Design Guidelines (Resolution 88-51)
    - Stoneridge Specific Plan and Design Guidelines (Resolution 98-53)
    - West Roseville Specific Plan (Resolution #04-38)

As demonstrated in the checklist discussions below and the discussion that follows, no project changes resulting in important revisions to the previous EIRs, substantial changes in circumstances or substantially important new information (CEQA Guidelines thresholds per Sections 15162 and 15163) have occurred or become available in any environmental issue area since the time the CIP EIR, GP EIR, and WRSP EIR were certified.

INITIAL STUDY CHECKLIST

The initial study checklist recommended by the State of California Environmental Quality Act (CEQA) Guidelines is used to determine potential impacts of the proposed project on the physical environment. The checklist provides a list of questions concerning a comprehensive array of environmental issue areas potentially affected by the project. Explanations to answers are provided in a discussion for each section of questions, as follows:

1. A brief explanation is required for all answers except "No Impact" answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A “No Impact” answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g. the project falls outside a fault rupture zone). A "No Impact" answer should be explained where it is based on project-specific factors as well as general standards (e.g. the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis).

2. All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project level, indirect as well as direct, and construction as well as operational impacts.

3. "Potentially Significant Impact" is appropriate if there is substantial evidence that an effect is significant. If there are one or more "Potentially Significant Impact" entries when the determination is made, an EIR is required.

4. "Less Than Significant With Mitigation" applies where the incorporation of mitigation measures has reduced an effect from "Potentially Significant Impact" to a "Less than Significant Impact." The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less-than-significant level.

5. “Less Than Significant Impact” applies where the impact does not require mitigation or result in a substantial or potentially substantial change of any of the physical conditions within the area affected by the project.

6. Earlier analyses may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration. Section 15063(c)(3)(D).

7. Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.

Initial Study Checklist

1. Aesthetics

Would the project:

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
a) Have a substantial adverse effect on a scenic vista?			X	
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?			X	
c) Substantially degrade the existing visual character or quality of the site and its surroundings?			X	
d) Create a new source of substantial light or glare, which would adversely affect day or nighttime views in the area?			X	

Discussion of Checklist Answers:

No scenic vistas are identified in the area of the project. The General Plan EIR identified that the conversion of open space to urban development as an unavoidable significant impact for which the City Council adopted a statement of overriding considerations. The City of Roseville has adopted Community Design Guidelines (CDG) with the purpose of minimizing the aesthetic impacts of new development projects. The CDG includes guidelines for building design, site design and landscape design, which have the purpose of improving the built environment. The North Roseville Design Guidelines also contain design guidelines that promote high standards of architectural design and continuity within the North Industrial planning area. The City's approving authority (Planning Commission) will review the Major Project Permit (MPP) - Stage I & II and Tentative Subdivision Map for conformance with City standards and requirements. The project will not result in any new aesthetic impacts beyond those identified in the General Plan EIR.

Light and glare will increase above the existing condition. Light and glare associated with the proposed project will result from parking lot lighting and exterior building lighting. Additional daytime glare could be caused by reflections from windows on buildings and additional automobile windshields. As part of the MPP – Stage II process, site lighting is reviewed for consistency with the CDG that address aesthetic concerns as well as off-site affects. Existing sources of light and glare exist along the major roadways and HWY 65 and in the project vicinity. The Blue Oaks Commerce Center development would not differ substantially from that of nearby development and the amount of additional lighting and glare would contribute to the already affected viewshed.

Based on the information presented above, impacts associated with the project upon aesthetics are considered less than significant.

2. Agricultural and Forestry Resources

In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In

determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board. Would the project:

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?				X
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?				X
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?				X
d) Result in the loss of forest land or conversion of forest land to non-forest use?				X
e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?				X

Discussion of Checklist Answers:

No agricultural resources are present on the site and the property does not have an agricultural zoning designation. The site is not considered forest land and the project will not result in the loss of forest land. Therefore, the proposed development would have no impact on agricultural resources.

3. Air Quality

Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations.

Would the project:

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
a) Conflict with or obstruct implementation of the applicable air quality plan?		X		

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?		X		
c) Result in a cumulatively considerable net increase of any criteria for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions, which exceed quantitative thresholds for ozone precursors)?		X		
d) Expose sensitive receptors to substantial pollutant concentrations?			X	
e) Create objectionable odors affecting a substantial number of people?			X	

Discussion of Checklist Answers:

California Clean Air Act Requirements

The City of Roseville, along with the south Placer County area, is located in the Sacramento Air Quality Maintenance Area (SAQMA). Under the California Clean Air Act, Placer County has been designated a "serious non-attainment" area for ozone and a "non-attainment" area for PM10 (particulate matter less than 10 microns in diameter). The Placer County Air Pollution Control District (PCAPCD) is responsible for administration of state and federal air quality standards. In 1991, the PCAPCD adopted its first Air Quality Attainment Plan (AQAP). The AQAP is required by the California Clean Air Act (CCAA), and is designed to bring Placer County into compliance with state ozone standards, which are generally more stringent than current federal ambient standards.

Federal Clean Air Act Requirements

Under the Federal Clean Air Act, Placer County is designated as a severe non-attainment area for ozone, and is an attainment area for the federal PM10 standards, and other criteria pollutants. The City of Roseville, along with the south Placer County area, is located in the Sacramento Air Quality Maintenance Area (SAQMA). The Sacramento Area Council of Governments (SACOG), in conjunction with SAQMA air quality management districts, and the California Air Resources Board, developed the SAQMA portion of the State Implementation Plan (SIP). The SIP is required to demonstrate compliance with the Federal Clean Air Act Amendments. The U.S. EPA approved the SIP in 1996, and the SAQMA has since been operating under the SIP control measures.

This project alone does not have a potential to significantly degrade air quality. However, the incremental impacts associated with this project considered cumulatively with the incremental impacts of other projects will degrade air quality. The City has assessed the impacts to air quality of continued development in the City in the General Plan EIR and its cumulative impact analyses. The General Plan EIR found that the significant adverse air quality impacts cannot be mitigated to a less than significant level even with the mitigation measures proposed. Addressing the unmitigatable cumulative impacts to air quality, the General Plan EIR adopted findings of overriding consideration. However, CEQA requires that reductions in adverse project impacts be made, where it is feasible to do so.

AIR QUALITY MITIGATION MEASURES

The PCAPCD and the City of Roseville have coordinated on a list of feasible mitigation measures that may be applied to projects to address air quality impacts. The project applicant has agreed to the following mitigation measures:

MITIGATION MEASURE AQ#1:

1a. Prior to approval of Grading or Improvement Plans (whichever occurs first) on project sites greater than five (5) acres, the applicant shall submit a Construction Emission / Dust Control Plan

to the Placer County APCD. The applicant shall provide written evidence, provided by APCD, to the local jurisdiction (city or county) that the plan has been submitted to APCD. If APCD does not respond within twenty (20) days the plan shall be considered approved. It is the responsibility of the applicant to deliver the approved plan to the local jurisdiction. The applicant shall not break ground prior to receiving APCD approval, of the Construction Emission / Dust Control Plan, and delivering that approval to the local jurisdiction issuing the permit.

1b. Include the following standard note on the Grading Plan or Improvement Plans: The prime contractor shall submit to the District a comprehensive inventory (i.e. make, model, year, emission rating) of all the heavy-duty off-road equipment (50 horsepower of greater) that will be used in aggregate of 40 or more hours for the construction project. If any new equipment is added after submission of the inventory, the prime contractor shall contact the APCD prior to the new equipment being utilized. At least three business days prior to the use of subject heavy-duty off-road equipment, the project representative shall provide the District with the anticipated construction timeline including start date, name, and phone number of the property owner, project manager, and on-site foreman.

1c. Prior to approval of Grading or Improvement Plans, whichever occurs first, the applicant shall provide a written calculation to the Placer County APCD for approval by the District demonstrating that the heavy-duty (> 50 horsepower) off-road vehicles to be used in the construction project, including owned, leased and subcontractor vehicles, will achieve a project wide fleet-average 20 percent NOx reduction and 45 percent particulate reduction as required by CARB. Acceptable options for reducing emissions may include use of late model engines, low emission diesel products, alternative fuels, engine retrofit technology, after-treatment products, and/or other options as they become available. The following link shall be used to calculate compliance with this condition and shall be submitted to the Placer County APCD as described above: http://www.airquality.org/ceqa/ (click on the current "Roadway Construction Emissions Model").

MITIGATION MEASURE AQ#2: The following APCD rules shall be noted on the Improvement Plans:

- **The project shall comply with all applicable Placer County Air Pollution Control District rules and regulation, and shall obtain applicable permits and/or clearances from the District prior to the start of construction.**
- **The contractor shall use CARB ultra low sulfur diesel fuel for all diesel–powered equipment. In addition, low sulfur fuel shall be utilized for all stationary equipment. (California Standards for Motor Vehicle Diesel Fuel, title 13, article 4.8, chapter 9, California Code of Regulations).**
- **Processes that discharge 2 pounds per day or more of air contaminants, as defined by Health and Safety Code Section 39013, to the atmosphere may require a permit. Permits are required for both construction and operation. Developers/contractors should contact the District prior to construction and obtain any necessary permits prior to the issuance of a Building Permit. (Rule 501)**
- **Pursuant to the Placer County Air Pollution Control District Rule 501, General Permit Requirements, the proposed project may need a permit from the District prior to construction. In general, any engine greater than 50 brake horsepower or any boiler with heat greater than 1,000,000 Btu per hour shall require a permit issued by the District. (Rule 501)**
- **All on-site stationary equipment which is classified as 50 hp or greater shall either obtain a state issued portable equipment permit or a Placer County APCD issued portable equipment permit. (California Portable Equipment Registration Program, Section 2452).**
- **The contractor shall utilize existing power sources (e.g., power poles) or clean fuel generators rather than temporary diesel power generators if feasible.**
- **During construction, the contractor shall minimize idling time to a maximum of 5 minutes for all diesel powered equipment.**
- **During construction, traffic speeds on all unpaved surfaces shall be limited to 15 miles per hour or less. (Rule 228 / section 401.2)**

Short term impacts to air quality can be expected in association with construction activities. These impacts are primarily associated with grading activities and the increased potential for dust and wind driven erosion of soils. Particulate matter resulting from construction dust will be reduced by implementing standard dust control measures on the job site as part of an erosion control plan. The grading permit and on-site inspection by the Public Works Department will ensure appropriate dust control measures, such as watering are done to reduce short-term air quality impacts. Vehicle exhaust, produced during project construction, could temporarily contribute to the deterioration of ambient air quality. Diesel fuel fumes from construction equipment may be noticeable in the vicinity of the site; however, this is a short-term effect. All equipment must comply with the mitigation measures and with California emissions standards.

This project remains consistent with the development scenarios modeled for the General Plan Land Use designation of General Industrial (IND) and the findings and statement of overriding considerations adopted by the City for the General Plan. Future industrial uses that locate onsite will be required to comply with the PCAPCD requirements and may need to obtain permits prior to occupancy. Industrial users may need to install air quality devices such as exhaust systems. Permitting with the PCAPCD will ensure that operation emissions are regulated. Therefore, with the air quality mitigation measures incorporated into the project the air quality impacts of this project would be less than significant.

There are no sensitive receptors located in the immediate vicinity of the project. The multi-family residential development southeast of the project on Washington Boulevard comprises of the nearest sensitive receptor. Construction and operation of the project will increase emissions on the site, but not substantially; implementation of mitigation measures AQ#1 and AQ#2 will reduce project emissions to less than significant levels. Potential impacts to sensitive receptors would therefore be less than significant.

The project does not include components with the potential to create significant objectionable odors. No impact associated with odor would result from the project.

4. Biological Resources

Would the project:

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?		X		
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies or regulations or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?		X		
c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?		X		

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?		X		
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?			X	
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?				X

Discussion of Checklist Answers:

The project site is undeveloped and several potential biological resources have been identified on-site including potential wetlands, drainage channels, and grasslands. The applicant proposes to disturb 1.95 acres of wetlands, as such; a Section 404 Individual Permit Application was submitted to the US Army Corps of Engineers (Corps). Pursuant to Section 7 of Federal Endangered Species Act, surveys were conducted to confirm the absence of special status species, specifically vernal pool tadpole shrimp and vernal pool fairy shrimp. The 404 permit application included a wetland delineation and biological resources assessment. Based on the information contained within the application and within the City's General Plan EIR, the potential impacts and mitigation measures are as follows;

Special Status Species:

The project site is not located within an area designated as Critical Habitat for the special status species vernal pool fairy shrimp, however, the wetland types found onsite could potentially represent habitat for the endangered species. The USFWS confirmed that the service guideline-level wet season surveys completed during the 2005-2006 and 2006-2007 seasons were preformed adequately and the conditions on the site were appropriate to demonstrate the absence of special status species on the project site. Potential impacts to special status species is therefore considered less than significant.

Wetlands:

The Roseville General Plan includes policies related to wetlands preservation. They are: 1) avoid the wetlands if feasible; 2) reconstruct wetlands on-site; or 3) provide mitigation for the wetlands off-site at a replacement ratio of 1 to 1. Even with these policies, the General Plan EIR determined that development within the City would result in the loss of wetlands, and that the loss of wetlands was a significant and unavoidable impact. A statement of overriding considerations was adopted.

Wetland features onsite consist of several scattered ephemerally wet features and an unnamed tributary to Pleasant Grove Creek, flowing from south to north through the far western portion of the site. The wetlands delineation identified a total of 1.95 acres of potentially jurisdictional waters including 1.695 acres of wetlands and 0.258 acres of other waters. The wetlands consist of 0.554 acres of vernal pools, 0.859 acres of seasonal wetlands, 0.143 acres of seasonal wetland swale, and 0.139 acres of seasonal marsh. Other waters include 0.248 acres of intermittent drainage and 0.010 acres of a drainage ditch. The project would permanently fill the above listed onsite wetlands and waters. Pursuant to Section 404 of the Clean Water Act, construction activities are subject to approval of the Corps. Pursuant to Section 401 of the Clean Water Act, the Corps permit will need to be certified by the Central Valley Regional Water Quality Control Board

(CVRWQCB). Proper permitting as required by Mitigation Measure BIO#1 and BIO#2 will ensure that the potential impacts to wetlands are less than significant.

BIOLOGICAL RESOURCES MITIGATION MEASURES

The following mitigation measures will reduce the wetlands impacts to a less than significant level:

MITIGATION MEASURE BIO#1: Prior to the issuance of a grading permit or approval of improvement plans and prior to the filling of any potential wetlands or waters of the US as identified in the wetland delineation, the applicant shall obtain appropriate permits from the US Army Corps (anticipated to be an Individual Permit). Additionally, a Clean Water Act Section 401 permit shall be obtained from the Central Valley Regional Water Quality Control Board (CVRWQCB) to ensure the proposed discharge complies with all State water quality requirements. Additionally, a Fish and Game Section 1601 permit shall be obtained for streambed alterations that are regulated by Fish & Game. The project shall implement the mitigation requirements of these permits to ensure no net loss of wetlands/waters of the US.

MITIGATION MEASURE BIO#2: Prior to grading and excavation activities on-site, the developer shall obtain a grading permit to ensure that the project is in compliance with City's best management practices for water quality control and the Storm Water Pollution Prevention Plan (SWPPP).

Special Status Plants:

The majority of the site consists of both native and non-native grassland habitat. The General Plan EIR identifies the loss of annual grassland and habitat fragmentation as significant unavoidable impacts. A statement of overriding considerations was adopted by the City Council for these impacts.

Based on the conditions found onsite, the property was surveyed for the presence of eight special-status plant species. These include Sanford's arrowhead, big-scale balsamroot, Boggs Lake hedge-hyssop, Ahart's dwarf rush, Greene's legenere, dwarf downingia, slender Orcutt grass and Sacramento Orcutt grass. No occurrences of these species where observed on the property. The USFWS determined that the survey was done adequately to demonstrate absence of these species. Therefore potential impacts to special status plants are considered less than significant.

Special Status Wildlife:

Several special-status wildlife species are known to occur or potentially occur within the jurisdictional area of the General Plan EIR, which includes the project site. The site contains potential habitat for several special-status invertebrates, amphibians, and bird species listed by the California Department of Fish and Game. Although none of the special status wildlife species were observed onsite, the loss of vegetation could destroy unobserved nesting habitat for birds. Therefore, pre-construction surveys should be conducted to confirm the absence of special status wildlife. With mitigation measure BIO#3 the impact to these species is considered less than significant.

BIOLOGICAL RESOURCES MITIGATION MEASURES

The following mitigation measures will reduce the special-status wildlife impacts to a less than significant level:

MITIGATION MEASURE BIO#3: A qualified biologist shall perform pre-construction surveys for nesting birds and raptors at least 30 days in advance of construction if construction is planned during January to July. If the survey does not identify any special-status birds or raptors species, no further mitigation is required. If nesting is found to be occurring, avoid disturbance of the nest site with a suitable buffer zone. The on-site biologist shall consult with the California Department of Fish & Game to determine the size of the no-disturbance buffer (typically between 150 to 200 feet). Additionally, if Swainson's hawk are found to be using the site in any capacity, off-site mitigation would be required at a ratio deemed suitable by the CDFG.

Native Oak Trees:

There are no native oak trees onsite and the project will not conflict with the City's Tree Preservation Ordinance, therefore impacts to native oaks are considered less than significant.

5. Cultural Resources

Would the project:

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
a) Cause a substantial adverse change in the significance of a historic resource as defined in Section 15064.5?			X	
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5?			X	
c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?			X	
d) Disturb any human remains, including those interred outside of formal cemeteries?			X	

Discussion of Checklist Answers:

A cultural resources survey report was prepared for the project by ECORP, dated August 2009. The report concluded that no cultural resources are known to exist on the project site. While it is anticipated that there will be no impacts to cultural resources, the project will be conditioned to adhere to the General Plan EIR mitigation measures that require, in the event of a discovery of buried archeological or historic deposits, project activity in the vicinity to be halted until a qualified archeologist can asses the resources and provide management. Impacts to potential cultural resources are therefore considered to be less than significant.

6. Geology and Soils

Would the project:

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:			X	
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? (Refer to Division of Mines and Geology Special Publication 42.)			X	
ii) Strong seismic ground shaking?			X	
iii) Seismic-related ground failure,			X	

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
including liquefaction?				
iv) Landslides?			X	
b) Result in substantial soil erosion or the loss of topsoil?			X	
c) Be located in a geological unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?			X	
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?			X	
e) Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?				X

Discussion of Checklist Answers:

a. The project may expose people or structures to potential substantial adverse effects involving seismic shaking, ground failure or landslides.

i-iii) The project site is located in Roseville which is in Placer County. The California Department of Mines and Geology classifies the South Placer area as a low severity earthquake zone. No active faults are known to exist within the County. The project site is considered to have low seismic risk with respect to faulting, ground shaking, seismically related ground failure and liquefaction. The risk associated with rupture of a known earthquake fault or seismic related ground failure to new structures is low and therefore the impact is less than significant.

iv) Landslides typically occur where soils on steep slopes become saturated or where natural or manmade conditions have taken away supporting structures and vegetation. The existing and proposed slopes are not steep enough to present a hazard during development or upon completion of the project. In addition, during construction, measures would be incorporated to shore slopes and prevent potential earth movement. Therefore, impacts associated with landslides are considered less than significant.

b. Grading activities will result in the disruption, displacement, compaction and over covering of soils associated with site preparation (grading and trenching for utilities). Grading activities for the project will be limited to the project site.

Grading activities require a grading permit from the Engineering Division of the Public Works Department. The grading permit will be reviewed for compliance with the City's Improvement Standards, including the provision of proper drainage, appropriate dust control and erosion control measures. Grading and erosion control measures will be incorporated into the required grading plans.

c-d. The project site is not located in a sensitive geologic area and does not expose people to potential geologic impacts. Additionally, the Roseville General Plan finds such impacts to be less than significant since new buildings and structures are required to comply with all applicable building codes. A soil report is required with the submittal of the improvement plans. The City of Roseville Building Department will review construction plans before a building permit is issued and the Engineering Division will review and approve

all rough grading plans to ensure that all grading and structures would withstand shrink-swell potentials and earthquake activity in this area.

e. A General Plan Policy requires that new development connect to the City's sanity sewer system. The City's Environmental Utilities Department has reviewed the project and determined that City's sanity sewer system can accommodate the project. No septic tanks will be permitted as part of the project. Therefore, no impact to soils relative to supporting use of septic tanks would occur.

Impacts to the geology and soils on site are considered to be less than significant.

7. Hazards and Hazardous Materials

Would the project:

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?			X	
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?			X	
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?			X	
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?				X
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?				X
f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing in the project area?				X
g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?				X
h) Expose people or structures to a significant risk of loss, injury or death				X

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?				

Discussion of Checklist Answers:

The California Health and Safety Code and local City Ordinances regulate the handling, storage, and transportation of hazardous and toxic materials. The California Health and Safety Codes require a Risk Management and Prevention Program (RMPP) for those uses that handle specified quantities of toxic and/or hazardous materials. Also, businesses that handle toxic or hazardous materials are required to complete a Hazardous Materials Management Program (HMMP). Furthermore, all business owners must file a site-specific business plan with the City Fire Department before a new building is occupied. All plans would need to specify what materials would be used or stored on-site and what to do in the event of an accident and which transportation routes would be used. The property has a Light Industrial zoning so there is the potential for future users to have hazardous materials on-site. It is however not known at this time if any hazardous materials will be used or stored on-site. Any potential impacts as a result of the use or storage of hazardous materials are reduced to less than significant levels with implementation of the HMMP and business plan requirements.

During construction activities, there is the possibility that potentially hazardous materials might be stored or used at the project site. The developer (during construction) is required to comply with all California Health and Safety Codes and local City Ordinances regulating the handling, storage and transportation of hazardous and toxic materials. The California Health and Safety Codes require a Risk Management and Prevention Program (RMPP) for those uses that handle specified quantities of toxic and/or hazardous materials.

The project is not located within an airport land use plan area, no airports are located within two miles of the project site, and the project site is not located within the vicinity of a private airstrip. No impact would occur.

This project is located within an area currently receiving City emergency services. Fire Station 8 is located less than 0.3 miles from the property and would be able to serve the site within the City's standard response time. The project will not increase the demand for emergency services beyond that identified in the General Plan EIR, and therefore will have a less than significant impact to the City's Emergency Response or Management Plans.

8. Hydrology and Water Quality

Would the project:

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
a) Violate any water quality standards or waste discharge requirements?			X	
b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?			X	
c) Substantially alter the existing drainage pattern of the site or area,			X	

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?				
d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?			X	
e) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted water?			X	
f) Otherwise substantially degrade water quality?			X	
g) Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?				X
h) Place within a 100-year flood hazard area structures, which would impede or redirect flood flows?				X
i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?			X	
j) Inundation by seiche, tsunami, or mudflow?				X

Discussion of Checklist Answers:

Development of the site will not result in any significant water-related impacts. Construction of the proposed project and over covering of the site with paving will have a minor effect on the absorption rate of water on-site; however, the project will include a drainage system designed in accordance with the City's improvement standards which will adequately handle on-site drainage associated with the development of the property. Prior to the approval of the Improvement Plans, the developer shall prepare and submit a Storm Water Pollution Prevention Plan (SWPPP) to the City, as defined by the Regional Water Quality Control Board, to ensure that the project will not result in the release of materials that will affect water quality.

A grading permit, with associated mitigation measures for dust control, will be required before construction starts. There may be minor amounts of wind and/or water erosion associated with construction of the facility. Standard erosion control measures will be required during construction. Additionally, measures to protect water quality will be taken as determined by the Soil Management Plan and Health and Safety Plan required by DTSC prior to any grading or construction on site.

No groundwater withdrawal is proposed. The proposed project will have no effect on groundwater supplies. Seiches and tsunamis are seismically induced large waves of water. Because there are no large bodies of water nearby, the threat of seiche and tsunami is non-existent. Similarly, mudflows are not a concern in Placer County.

Therefore, based on the soil types found in Placer County, the proposed project would have no impact relative to inundation by seiche, tsunami or mudflow.

Based on the information provided above, impacts regarding hydrology and water quality are considered less than significant.

9. Land Use and Planning

Would the project:

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
a) Physically divide an established community?				X
b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?				X
c) Conflict with any applicable habitat conservation plan or natural community conservation plan?				X

Discussion of Checklist Answers:

The General Plan land use designation is General Industrial (IND); the zone district designation is General Industrial (M2). The development will include 13 light industrial buildings, two (2) office buildings, and two retail/commercial buildings totaling 575,505 square feet, and associated landscaping and parking which is consistent with the existing zoning designation. There are no Habitat Conservation Plans or Natural Community Conservation Plans covering the project site. The land use and planning impacts that would occur in association with the proposed project are consistent with the General Plan EIR, WRSP EIR and CIP EIR and are less than significant.

10. Mineral Resources

Would the project:

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?				X
b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?				X

Discussion of Checklist Answers:

The project site is not known to include any mineral resources that would be of local, regional, or statewide importance, therefore, the project is not considered to have any impacts on mineral resources.

11. Noise

Would the project result in:

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?			X	
b) Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?			X	
c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?			X	
d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?			X	
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?				X
f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?				X

Discussion of Checklist Answers:

Short term impacts such as construction activities could expose nearby tenants/landowners to increased noise levels. These impacts would be temporary and are considered less then significant since noise levels and construction hours are limited by the City's Municipal Code to daytime hours (7:00 a.m. to 7:00 p.m., Monday through Friday, and 8:00a.m. to 8:00 p.m., Saturday, Sunday and holidays).

Buildout in the area will result in an increase in the ambient (background) noise level in the project area. In particular, point source noise from vehicular traffic is anticipated to raise the ambient noise level in the area. However, the anticipated level of traffic is within the limits anticipated by the General Plan EIR and CIP EIR for build out of the site. Future uses on-site will be required to maintain noise levels in accordance with the City's Noise Ordinance. As a result, the long term impacts related to noise generation are considered less than significant.

12. Population and Housing

Would the project:

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?			X	
b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?				X
c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?				X

Discussion of Checklist Answers:

The proposal is not a housing-related project, does not induce growth beyond that anticipated in the General Plan EIR and does not displace any existing housing. Therefore, the project will have a less than significant impact on population or housing.

13. Public Services

Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the following public services:

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
a) Fire protection?			X	
b) Police protection?			X	
c) Schools?			X	
d) Other public facilities?			X	

Discussion of Checklist Answers:

The General Plan EIR identifies and adopts mitigation for impacts to public services, including police and fire protection, wastewater services, and solid waste disposal. The proposed project will not increase the need for public services and utilities beyond that identified in the General Plan EIR. As a result, no further environmental review is necessary.

14. Recreation

Would the project:

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that physical deterioration of the facility would occur or be accelerated?			X	
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?				X

Discussion of Checklist Answers:

The proposed project will not generate new jobs that could increase park usage in the area of the project. However adequate facilitates are located within the plan area and the project does not require and additional facilities. Therefore, the project will not impact the existing and planned park facilities.

15. Transportation/Traffic

Would the project:

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
a) Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?			X	
b) Conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads and highways?			X	
c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?				X

d) Substantially increase hazards due to design features (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?			X	
e) Result in inadequate emergency access?			X	
f) Conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities.			X	

Discussion of Checklist Answers:

The project site was anticipated for development and transportation/traffic impacts were analyzed in General Plan EIR and 2020 CIP EIR. The 2020 CIP EIR was prepared for the Transportation System Capital Improvements Program Update that reflected changing conditions and ensured an adequate transportation system was in place.

A long-term traffic analysis has been prepared for the project by DKS Associates (dated July 27, 2007) and analyzed the project's potential level of service impacts at the City's existing intersections. The results of the study did not identify any significant impacts to the City's CIP intersections. The traffic analysis was reviewed by the City's Public Works Department, Engineering Division, and found to be adequate to support the findings.

A short-term traffic analysis was prepared for the project by Fehr & Pers Transportation Associates (dated August 5, 2008). The short-term analysis looked at transportation impacts as a result of the trip generation created by the project and evaluated turning movements and site and circulation improvements. The analysis also evaluated the improvements to the City's existing roadways and circulation system that are proposed as part of the project as well as the City proposed improvements adjacent to the project site. Improvements include; 1) the removal of the Blue Oaks Bl. to Industrial Ave. jughandle, 2) the installation of two new roadways to connect Blue Oaks Bl to Industrial Ave. and Washington Bl, 3) left-turn access into the project site from the westbound Hwy 65 fly-over, 4) construction of third eastbound travel lane/right-turn lane on Blue Oaks Bl., 5) construction of a left turn lane on Blue Oak Bl. into the project site, 6) reconfiguration of Washington Bl. to allow deceleration lanes into the project site, 7) deceleration lanes into the project on Industrial Ave., 8) the addition of a traffic signal at the intersection of "Road A" and Washington Bl., 9) continuation of bicycle lanes on Blue Oaks and Washington Bl's., 10) installation of sidewalks along all roadways within and fronting the project site, and 11) the addition of bus shelters within the project. The analysis was reviewed by the City's Public Works Department, Engineering Division, taking into account the City of Roseville level of service policies and improvement standards. The analysis determined, and the Engineering Division concurred, that the existing traffic levels of service do not meet City level of service standards and, the proposed project plus development of the adjacent Parcel 49 project, would exasperate traffic conditions. However, with the proposed improvements, the project would restore traffic operations to better than "no project" levels. The project drive aisle depths and internal circulation were also found to be adequate for the project and do not present a know traffic hazard.

The left-hand turn lane at the intersection of the HWY 65 fly-over and the jughandle currently presents a vehicular safety issue. The roadway improvements proposed with the project will improve vehicular safety. Circulation in the area will improve with the project and emergency access will not be negatively impacted.

The Alternative Transportation division has also reviewed the project to ensure that it will not conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities. The project is conditioned to provide a Transportation Systems Management (TSM) plan. The intent is to reduce vehicle trips and reduce peak hour traffic generated from the project. The installation of sidewalks, continuation of bicycle lanes and installation of bus shelters along the existing bus route will encourage alternative transportation methods, which have the potential to further reduce the amount of vehicle trips generated from the project. That applicant must show alternative commute options are encouraged as part of the TSM plan. The City's Alternative Transportation Division will review and approve the plan prior to building permit approval of the project.

The project will have a less than significant impact on traffic and transportation.

16. Utilities and Service Systems

Would the project:

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?			X	
b) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?			X	
c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?			X	
d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?			X	
e) Result in a determination by the wastewater treatment provider which serves the project that it has adequate capacity to serve the project's projected demand in addition of the provider's existing commitments?			X	
f) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?			X	
g) Comply with federal, state, and local statutes and regulations related to solid waste?			X	

Discussion of Checklist Answers:

Water and sewer services will be provided by the City of Roseville. The developer will be responsible for extending new lines onto the site in order to serve the project. Storm water will be collected on-site and transferred via pipe into an off-site storm drain system. Solid waste will be collected by the City of Roseville's Refuse Department. The City of Roseville will provide electric service to the site, while natural gas will be provided by PG&E. Comcast will provide cable. Adequate services are available to the project, therefore, impacts to utilities are considered to be less than significant.

17. Greenhouse Gas Emissions

Would the project:

Environmental Issue	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?			X	
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?			X	

Background

Global climate change is a change in the average weather of the earth, which can be measured by wind patterns, storms, precipitation, and temperature. It is exacerbated by greenhouse gases, which trap heat in the atmosphere (thus the "greenhouse" effect). Greenhouse gases include carbon dioxide, methane, and nitrous oxide, and are emitted by natural processes and human activities. The accumulation of greenhouse gases in the atmosphere regulates the earth's temperature, and is natural and desirable, as without it the Earth's surface would be about 61 degrees cooler. [2]

Scientific evidence suggests that emissions from human activities, such as electricity production and vehicle emissions, have elevated the concentration of these gases in the atmosphere, and are increasing the rate and magnitude of climate change to a degree that could present hazardous conditions. Potential adverse effects of global warming include the exacerbation of air quality problems, a reduction in the quality and supply of water to the state from the Sierra snowpack, a rise in sea levels, changes to ecosystems and the natural environment, and an increase in the incidences of infectious diseases, asthma, and other human health-related problems. [3]

The potential for climate change impacts at specific locations remains uncertain, and to assign specific impacts to the project site would be speculative. Some conclusions can be drawn about the potential in general for the project area to be subject to increased likelihood of flooding, drought, and susceptibility to the increased potential for infectious diseases as cited above. An individual project, even a very large project, does not in itself generate enough greenhouse gas emissions to significantly influence global climate change. Global climate change is a cumulative process. A project contributes to this potential impact through its cumulative incremental contribution combined with the emissions of all other sources of greenhouse gases.

Legislation

In 2006, the State Legislature passed and the Governor signed AB 32, which acknowledged global climate change and charged the California Air Resources Board (CARB) with developing regulations to address global climate change. CARB is mandated to achieve feasible and cost-effective reductions in greenhouse gases by 2020, and to approve an implementation plan no later than January 1, 2009. On December 12, 2008, the CARB adopted a Scoping Plan that provides the outline for actions to reduce California's greenhouse gas (GHG) emissions. CARB is currently working to implement the measures outlined in the plan.

There are currently no established thresholds for measuring the significance of a project's cumulative contribution to global climate change. However, individual projects can contribute to greenhouse gas emission reductions by incorporating features that reduce vehicle emissions, and maximize energy-efficiency. The City has existing programs in place that reduce and minimize greenhouse gas emissions:

- City Adopted National Action Plan for Energy Efficiency (2006)
- Solar Electric (PV) Incentive Programs

[2] "Recommendations by the Association of Environmental Professionals on How to Analyze Greenhouse Gas Emissions and Global Climate Change in CEQA Documents, Comment Draft". March 5, 2007.

[3] Division 25.5 California Global Warming Solutions Act of 2006, Part 1. General Provisions. Section 38501 (a).

- Joined California Climate Action Registry (2006)
- City adopted "Smart Choices for Roseville's Future: Implementation Strategies to Achieve Blueprint Project Objectives (June 2005)
- City has installed solar electric generation (PV) on several City Facilities.
- City's Civic Center and Roseville Electric buildings with clean, renewable power by purchasing 100% of their energy use from Green Roseville.
- 20% renewable power resources in Roseville Electric's power portfolio.
- Shade Tree Program
- Roseville Electric goal to reduce energy requirements by 5% by 2012
- Alternatively Fueled City Vehicles
- Electric Vehicle Charging Stations
- City Traffic Signal Head Retrofit from traditional incandescent to LED
- City facilities retrofitted with a HVAC efficiency management program
- Asphalt Recycling
- Residential Energy Efficiency Programs
- Energy Efficiency Programs for Low Income Residents
- Commercial Energy Efficiency Programs
- Tree Mitigation Ordinance
- Parking Lot Shade Tree Ordinance
- Recycling Drop-Offs throughout City
- Summer Youth Bus Pass
- Bicycle Incentive Programs
- ITS (Intelligent Transportation System) for traffic management
- Alternatives to Paper at the Library

Since there are no thresholds of significance against which to measure the impacts of the project, the project has been evaluated qualitatively relative to its incremental contribution to the overall issue of global warming. The magnitude of global warming is such that the contributions of the proposed project itself are negligible. It is acknowledged that the project would include sources of greenhouse gas emissions; however, the project also includes mitigating features that are beneficial in terms of minimizing greenhouse gas emissions. The potential impacts to greenhouse gas emissions are therefore considered less than significant.

18. Mandatory Findings of Significance

Would the project:

Environmental Issue	Potentially Significant	Potentially Significant Unless Mitigated	Less Than Significant	No Impact
a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal		X		

Environmental Issue	Potentially Significant	Potentially Significant Unless Mitigated	Less Than Significant	No Impact
community, reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory?				
b) Does the project have impacts which are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects).			X	
c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?			X	

Discussion of Checklist Answers:

Long term environmental goals are not impacted by the proposed project. The cumulative impacts do not deviate beyond what was contemplated by the 2020 General Plan EIR. With implementation of the proposed mitigation measures the project does not have the potential to degrade the quality of the environment, substantially reduce the habitat of any wildlife species nor create adverse effects on human beings.

Attachments:

Attachment 1: Blue Oaks Commerce Center project plans

Attachment 2: Reference Documents

FEHR PEERS

DRAFT TECHNICAL MEMORANDUM

Date: July 26, 2022

To: Jack Varozza, PE, City of Roseville

From: John Gard, PE, RSP1, Fehr & Peers

Subject: ***Focused Access Evaluation for Blue Oaks Commerce Center***

RS22-4207

This memorandum presents the data collection, analysis, and recommendations of our focused access review of Blue Oaks Commerce Center (BOCC), which is situated south of Blue Oaks Boulevard and east of Industrial Avenue in the City of Roseville (refer to **Figure 1** for project location). Our review specifically focuses on two driveways planned on Industrial Avenue that would serve the project's industrial uses. The remainder of this memorandum is organized into the following sections:

I. Existing Conditions
II. Project Travel Characteristics
III. Project Access Review
IV. Recommendations

I. Existing Conditions

Roadway Network

The following roadways would provide direct vehicular access to the BOCC:

Industrial Avenue – is a two-lane north-south collector street that begins at Washington Boulevard and extends northerly through Roseville into unincorporated Placer County. Along the project frontage, it has a posted speed limit of 45 miles per hour (mph). The travel lanes are divided by either left-turn pockets or a paved median. Industrial Avenue parallels SR 65 between Roseville and Lincoln and is a time-competitive alternate route when SR 65 becomes congested.

Freedom Way – is a two-lane east-west street that begins at Industrial Avenue and terminates at Washington Boulevard. Along the project frontage, it has a posted speed limit of 40 mph and two undivided 16-foot wide travel lanes.

Fidelity Way – is a two-lane north-south street that begins at Blue Oaks Boulevard and terminates at Freedom Way. Along the project frontage, it has a posted speed limit of 30 mph and two undivided 16-foot wide travel lanes. Movements at the Blue Oaks Boulevard/Fidelity Way intersection are controlled by a traffic signal, though northbound left-turns are prohibited.

Industrial Avenue/Freedom Way Intersection

This T-intersection is controlled by a traffic signal. The southbound left-turn movement operates with a flashing yellow arrow, which requires motorists to yield to oncoming traffic (see **Image 1**). If southbound motorists are required to wait in the left-turn lane for an extended period of time (while waiting to find a gap in northbound traffic), the flashing yellow arrow changes into a solid green arrow, converting the southbound left-turn from a permitted to protected movement.

Image 1: Flashing yellow arrow for southbound left-turn lane on Industrial Avenue

Truck Routes

Within the City of Roseville, there are two types of truck routes: Surface Transportation Assistance Act (STAA) routes and local routes. STAA routes allow large trucks to operate on the interstate freeway system and certain primary routes. These trucks, referred to as STAA trucks, are longer than California legal trucks. On surface streets, STAA routes are designated either as Terminal or Service Access routes. Terminal routes are approved by the agency with jurisdiction over the roadway to enable the truck to reach its ultimate destination. Service Access routes allow STAA trucks to exit the interstate onto a local road, for one mile only, for food, fuel, lodging, or repair.

According to the City of Roseville website[1], STAA Terminal routes exist on Industrial Avenue along its entire length within the City. An STAA Terminal route also exists on the entirety of Fidelity Way. A

[1] 11X17 (civiclive.com)

California legal truck route exists on the entirety of Freedom Way. Thus, a variety of established truck routes are located in the immediate proximity of the project site. Based on June 2022 traffic counts (described in detail below), trucks constitute about 8% of AM peak hour traffic and 3% of PM peak hour traffic at this intersection.

Traffic Volumes

Traffic volumes on Industrial Avenue and Freedom Way were collected from the City's ITS traffic count database for Tuesday – Thursday, May 10-12, 2022. Schools were in session at the time of the counts. The average daily traffic across the three weekdays was 11,200 vehicles on Industrial Avenue north of Freedom Way and 8,100 vehicles south of Freedom Way. Freedom Way east of Industrial Avenue carried 4,800 daily vehicles.

Traffic volumes during the AM and PM peak periods at the Industrial Avenue/Freedom Way intersection were also obtained from the City's ITS traffic count database for the same three days in May 2022. The busiest hour of travel during the morning occurred from 7:45 to 8:45 AM. The busiest hour of travel during the evening occurred from 4 to 5 PM. **Figure 2** shows the existing AM and PM peak hour traffic volumes (averaged for the three days), lane configurations, and traffic control at this intersection.

The City's ITS count database does not provide data regarding vehicle queue lengths. Accordingly, Fehr & Peers retained NDS to conduct traffic volume and maximum queue length counts on several different weekdays in June and July 2022. The first count was conducted on Wednesday, June 29, 2022 and yielded an unexpectedly high southbound left-turn volume of 458 vehicles from 4-5 PM.[2] Because of this anomaly, a second set of observations was conducted from 4-5 PM on Thursday, July 7, 2022. One last observation was made on Monday, July 11, 2022. **Table 1** shows the results of these data collection efforts.

[2] The City's ITS count database was queried and showed a near identical southbound left-turn volume as the traffic count, indicating the observation was not erroneous. The ITS count database showed that mid-week volumes tend to be in range of 180 to 240 vehicles per hour. The anomaly on this particular day could have been caused by any number of atypical conditions such as severe SR 65 congestion resulting in diverted traffic to Industrial Avenue, construction activity, special events, or other effects.

TABLE 1
TRAFFIC VOLUMES AND MAXIMUM QUEUES AT INDUSTRIAL AVENUE/FREEDOM WAY

15-Minute Time Period Starting at:	Southbound Left-Turn		Northbound Through/Right Volume
	Volume	Maximum Queue	
Wednesday, June 29, 2022 [1]			
7:00 AM	13	1	43
7:15 AM	9	1	58
7:30 AM	12	1	72
7:45 AM	14	1	88
8:00 AM	23	2	67
8:15 AM	10	1	61
8:30 AM	29	2	59
8:45 AM	30	1	58
4:00 PM	132	4	49
4:15 PM	125	4	57
4:30 PM	134	5	58
4:45 PM	67	4	62
5:00 PM	76	5	46
5:15 PM	40	2	88
5:30 PM	54	1	50
5:45 PM	21	2	39
Thursday, July 7, 2022 [2]			
4:00 PM	38	5	71
4:15 PM	43	4	59
4:30 PM	41	9	89
4:45 PM	57	10	74
Monday, July 11, 2022 [3]			
4:45 PM	42	5	63

Notes:
[1] Traffic and queuing observations conducted by NDS.
[2] Traffic volumes from City's ITS count database. Queuing observations conducted by NDS.
[3] Traffic volumes from City's ITS count database. Queuing observations conducted by Fehr & Peers.
Source: Fehr & Peers, 2022.

On Wednesday, June 29, 2022, a maximum queue of five vehicles was observed during the PM peak hour. One incidence of this queue is shown in **Image 2** based on the camera placed at the intersection by NDS. During the observation period on Monday, July 11, 2022, a maximum queue of five vehicles was also observed as shown in **Image 3**.

Image 2: Maximum queue of 5 vehicles in southbound left-turn lane during PM peak hour on Wednesday, June 29, 2022

Image 3: Maximum queue of 5 vehicles in southbound left-turn lane during PM peak hour on Monday, July 11, 2022 (note that the protected green arrow had been activated)

Neither video nor photography were available for the count on Thursday, July 7, 2022. NDS staff confirmed the accuracy of this data with the technician who performed the observations.

It is apparent from field observations, review of video collected on June 29, 2022, and the observed maximum queues themselves that many factors (beyond simply the left-turn volume) affect the number of vehicles queued in the southbound left-turn lane. Following is a list of those factors:

1. Level of northbound through/right traffic – these vehicles have the right-of-way and prevent southbound left-turns from occurring.
2. Random versus platooned arrivals on southbound Industrial Avenue – in some instances, vehicles arrived in large platoons (caused by a slow traveling lead vehicle). This quickly filled up the left-turn lane.
3. Driver uncertainty – some motorists appeared unfamiliar with the flashing yellow indication, waiting in the turn lane despite no approaching northbound traffic.

In summary, with respect to vehicle queues in the southbound left-turn lane, maximum queues of 5 vehicles during the PM peak hour are typical, though longer queues can develop under certain conditions (as was evidenced on July 7th). Additionally, since Industrial Avenue and Freedom Way are truck routes, trucks comprise a portion of the left-turn demand. As shown in Image 2, the maximum queue on June 29th included a truck, thereby resulting in a queue that was about 175 feet long.[3]

Collision History

City of Roseville staff provided data from its collision database for the segment of Industrial Avenue between the Blue Oaks Boulevard overcrossing and Galilee Road for the four-year period from June 2018 to June 2022. **Table 2** shows the results. Note that the southbound left-turn flashing yellow arrow had been installed prior to 2018.

This table shows 9 total collisions at the Industrial Avenue/Freedom Way intersection over the four-year period. Injuries were reported for 7 of the 9 collisions, but no fatalities occurred. The majority (6 of 9) were multi-vehicle broadside collisions involving southbound left-turn and northbound through motorists. No collisions involved bicyclists or pedestrians. Additionally, no collisions were reported along Industrial Avenue immediately north or south of the intersection.

[3] Note that the 5th vehicle in the queue was positioned north of the terminus of the northbound Class II bike lane. The rear bumper of that vehicle was positioned about 180 feet north of the southbound left-turn stop bar, meaning that queued vehicles occupied an average of 36 feet of turn lane space. This is due to the truck that was present and the nature of the permissive left-turn, which tends to result in more of a "rolling queue" versus a stationary queue.

TABLE 2: COLLISION HISTORY IN PROJECT VICINITY

Date	Location	Collision Type	Primary Collision Factor Violation	Multi-Vehicle Collision?	Injury Collision?	Fatal Collision?	Bicycle or Pedestrian Involved?
8/27/2018	Industrial Ave/ Freedom Way	Rear-End	Unsafe Speed	Yes	No	No	No
12/11/2018	Industrial Ave/Freedom Way	Broadside	Other Hazardous Movement	Yes [1]	No	No	No
1/10/2019	Industrial Ave/Freedom Way	Broadside	Improper Turning	Yes	Yes	No	No
1/11/2019	Industrial Ave/Freedom Way	Head-On	Auto R/W Violation	Yes [1]	Yes	No	No
1/28/2019	Industrial Ave/Freedom Way	Head-On	Auto R/W Violation	Yes [1]	Yes	No	No
5/18/2019	Industrial Ave/Freedom Way	Broadside	Auto R/W Violation	Yes [1]	Yes	No	No
8/1/2020	Industrial Ave/Freedom Way	Hit Object	Improper Turning	No	Yes	No	No
10/13/2020	Industrial Ave/Freedom Way	Broadside	Auto R/W Violation	Yes [1]	Yes	No	No
2/10/2021	Industrial Ave/Freedom Way	Broadside	Auto R/W Violation	Yes [1]	Yes	No	No

Notes:
1. Involved a collision between a southbound left-turning vehicle and northbound through vehicle.
Source: City of Roseville collision database, June 2018 – June 2022.

II. Project Travel Characteristics

Project Land Uses and Access

The portion of the BOCC under study is shown on **Figure 3**. As shown, this portion of BOCC is situated east of Industrial Avenue on both sides of Freedom Way. According to the site plan (source: *Blue Oaks Commerce Center*, VLMK Engineering+Design, March 2022), the following land uses are planned on each parcel:

- North Parcel – two industrial buildings with a total of 119,000 square feet of floor space.
- South Parcel – two industrial buildings with a total of 189,280 square feet of floor space.

In total, the two parcels would comprise 308,280 square feet of industrial space.

A total of 7 driveways would serve the two parcels. Driveways 1 and 2 would be situated along Industrial Avenue, driveways 3 through 6 would be situated on Freedom Way (directly opposite each other), and driveway 7 would be situated on Fidelity Way. *This study analyzes what turning movements should be allowed at Driveways 1 and 2. For analysis purposes, both driveways are assumed to permit all turning movements so as to understand travel demands, queuing, etc. under this condition.*

Driveways 1 and 2 are described in more detail below:

- Driveway 1 on Industrial Avenue – has already been constructed with curb returns and driveway apron in place. It is situated 215 feet north of Freedom Way.[4] The driveway would be 40 feet wide, consist of a 100-foot throat depth, and have curb return radii of 20 feet. A northbound 120-foot right-turn deceleration lane is present. The southbound left-turn at the Industrial Avenue/Freedom Way intersection is 260 feet in length and extends beyond this driveway.
- Driveway 2 on Industrial Avenue – has already been constructed with curb returns and driveway apron in place. It is situated 275 feet south of Freedom Way and 340 feet north of the driveway serving 8880 Industrial Avenue.[5] The driveway would be 40 feet wide, consist of a 100-foot throat depth, and have curb return radii of 20 feet. The driveway is situated along a section of Industrial Avenue that has a continuous 650-foot northbound acceleration/deceleration lane that becomes a right-turn lane at Freedom Way. The median of Industrial Avenue is paved with a width of 12 feet in the driveway vicinity.

The following page shows photos of each driveway.

[4] Referenced from the near curb return of the adjacent intersection to the centerline of the driveway.
[5] Referenced from the centerline of each driveway.

Image 4: View looking southbound on Industrial Avenue at Driveway 1 entrance

Image 5: View looking northbound on Industrial Avenue toward Driveway 2

Trip Generation

The "Industrial Park" (Land Use Code 130) category from the *Trip Generation Manual, 11th Edition* (ITE 2021) was chosen to estimate the project's trip generation and is defined as follows:

> An industrial park contains several individual industrial or related facilities. It is characterized by a mix of manufacturing, service, and warehouse facilities with a wide variation in the proportion of each type of use from one location to another. Many industrial parks contain highly diversified facilities. Some parks in the database have a large number of small businesses and others have one or two dominant industries.

Table 3 shows the project's estimated weekday AM and PM peak hour trip generation. As shown, the North and South parcels would generate a combined 104 trips during each of the AM and PM peak hours. Trips during these two periods would be highly directional, with about 80% being inbound in the AM peak hour and outbound during the PM peak hour.

TABLE 3
PROJECT TRIP GENERATION

Land Use	ITE Code	Quantity	AM Peak Hour of Adjacent Street				PM Peak Hour of Adjacent Street			
			Trip Rate [1]	Vehicle Trips			Trip Rate [1]	Vehicle Trips		
				In	Out	Total		In	Out	Total
Industrial Park (North Parcel)	130	119 KSF	0.34	32	8	40	0.34	8	32	40
Industrial Park (South Parcel)	130	189.28 KSF	0.34	52	12	64	0.34	14	50	64
		Total	-	**84**	**20**	**104**	-	**22**	**82**	**104**

Notes:
[1] Trip rates from the *Trip Generation Manual, 11th Edition* (Institute of Transportation Engineers, 2021).
Source: Fehr & Peers, 2022.

Data from the *Trip Generation Manual* also provides insights into the relative amount of passenger vehicle versus truck traffic at industrial parks. ITE data includes truck trip rate data and total trip rate data for three specific sites. Key findings from this data were:

- During the AM peak hour, trucks ranged from 11 to 13 percent of total trips at the three sites, for an average of 12 percent trucks.
- During the PM peak hour, trucks ranged from 4 to 12 percent of total trips at the three sites, for an average of 8 percent trucks.

This suggests that about 10 trucks are expected to enter/exit the two parcels during each peak hour.

Trip Distribution

Table 4 displays the project's estimated trip distribution. As shown, separate distribution percentages were derived for passenger vehicles (i.e., primarily employee trips) versus trucks. Whereas passenger vehicles are expected to be generally oriented in proportion to the location of residences, truck trip distribution is more aligned with truck routes and key destinations.

As shown, an estimated 15% of project trips would be distributed to/from the north on Industrial Avenue. Industrial Avenue is expected to be utilized by 20% of outbound project trips to travel westbound on Blue Oaks Boulevard (via Alantown Drive) toward Foothills Boulevard.

TABLE 4
PROPOSED PROJECT TRIP DISTRIBUTION

Trip Distribution	Passenger Vehicles	Trucks	Weighted [1]
Blue Oaks Blvd toward SR 65 (East)	50%	60%	51%
Blue Oaks Blvd toward Foothills Blvd (West)	20%	15%	20%
Industrial Avenue toward Sunset Blvd (North)	15%	15%	15%
Industrial Avenue toward Washington Blvd (South)	5%	5%	5%
Freedom Way toward Washington Blvd (South)	10%	5%	10%
		Total	101% [2]

Notes:
[1] Weighting is 90% passenger vehicles and 10% trucks (see previous page).
[2] Sum exceeds 100% due to rounding.
Source: Fehr & Peers, 2022.

Trip Assignment

It is unlikely that project trips distributed to/from the east (i.e., on SR 65 or Washington Boulevard) would use project driveways situated on Industrial Avenue given the proximity and convenience of other more easterly driveways.

Conversely, it is also possible that some trips destined for Industrial Avenue will choose to use driveways on Fidelity Way or Freedom Way, which carry considerably less traffic compared to Industrial Avenue. The traffic assignments that follow consider these behaviors.

Figure 4 shows the existing plus project volumes at the Industrial Avenue/Freedom Way intersection and Driveways 1 and 2 on Industrial Avenue. As shown, Driveways 1 and 2 would each carry 15 or fewer vehicles per hour. The project would cause very modest changes in traffic volumes at the Industrial Avenue/Freedom Way intersection.

III. Project Access Review

The project access review focuses on the following project driveway aspects:

1. Sight distance analysis for southbound left-turn at Driveway 1
2. Maximum queue lengths at Driveways 1 and 2
3. Conflict points in southbound left-turn lane on Industrial Avenue at Driveway 1

Sight Distance Analysis for Southbound Left-Turn at Driveway 1

Motorists desiring to turn left into Driveway 1 could encounter sight distance limitations due to southbound queued vehicles in the Industrial Avenue/Freedom Way southbound left-turn lane. Since Industrial Avenue is posted with a 45 mph speed limit, a design speed of 50 mph was selected for the analysis. **Figure 5** shows that under conditions present in Image 5 (i.e., queue of 5 vehicles including one truck), a southbound left-turning vehicle at Driveway 1 would have 375 feet of available sight distance. This is less than the 440 feet required (refer to Figure 5 for calculation details). Thus, insufficient sight distance would be provided for the southbound left-turn into Driveway 1.

Maximum Queue Lengths at Driveways 1 and 2

The modest volumes (15 vehicles per hour or less) turning into and out of Driveways 1 and 2 suggest that maximum queues would typically be one or two vehicles. Both driveways would have throat depths of 100 feet, which is sufficient for either four passenger vehicles, or one truck and one passenger vehicle.

It is possible to stripe a 175-foot southbound left-turn lane in the Industrial Avenue median serving Driveway 2. This would provide adequate stacking for vehicles turning into this driveway.

Conflict Points in Southbound Left-Turn at Driveway 1

Field observations revealed many motorists on southbound Industrial Avenue enter the Freedom Way left-turn at its beginning (versus merging into the lane 100 feet further south for instance). This behavior is especially common among motorists who are following a slower lead vehicle. If southbound left-turns were permitted at Driveway 1 within this turn lane, continuing southbound motorists would encounter vehicles stopped in the turn lane, waiting to turn into Driveway 1. This would introduce a clear and obvious conflict area, which could lead to an increase in rear-end collisions.

Additionally, since queued left-turning vehicles already spill back to Driveway 1, it would not be possible to stripe separate left-turn lanes serving both Driveway 1 and Freedom Way.

IV. Recommendations

Based on the data and analyses presented in this memorandum, the following recommendations are offered at each driveway:

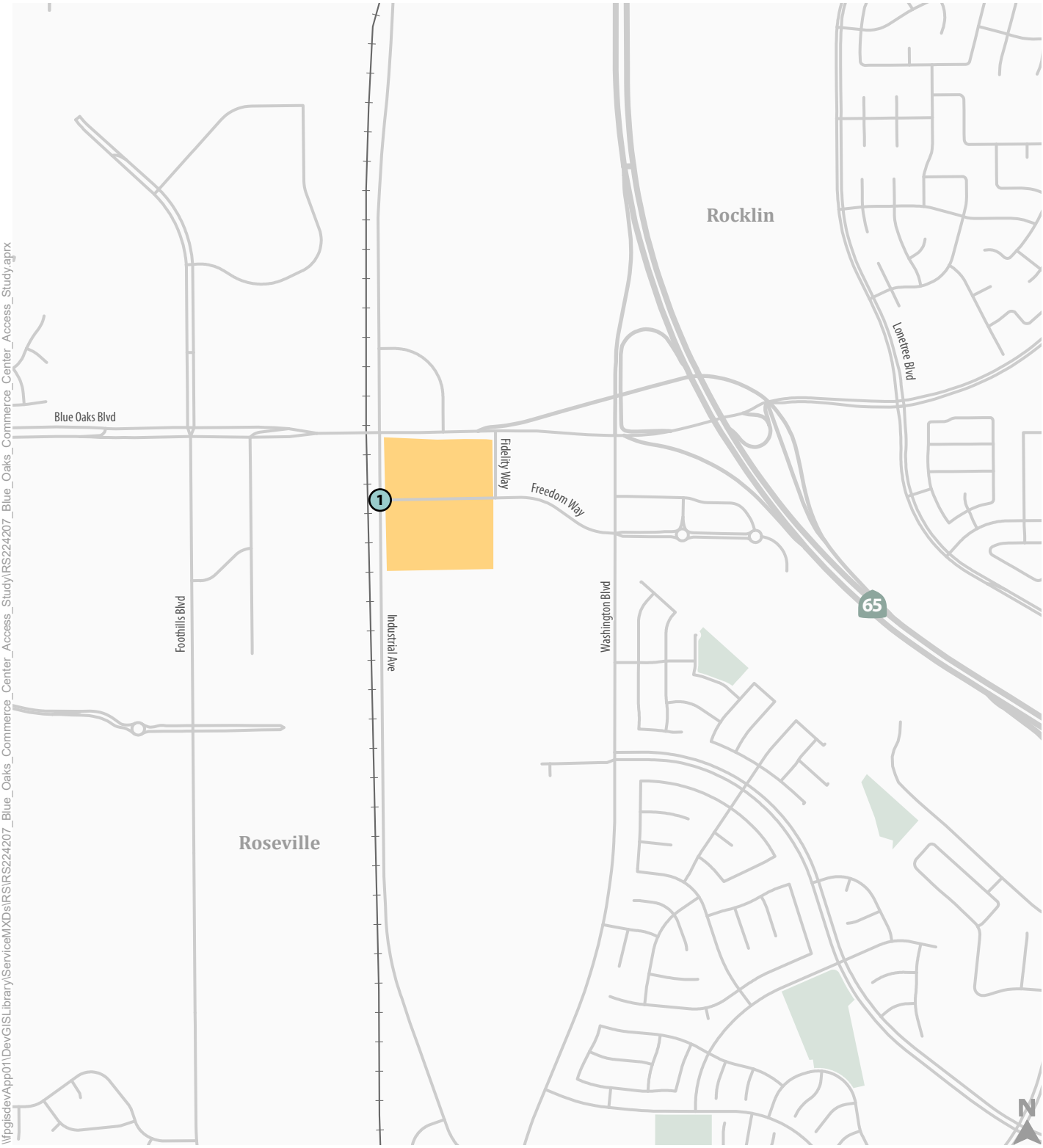
Driveway 1

1. Restrict inbound and outbound movements to right-turns only by constructing a narrow, raised curb on the east edge of the median/left-turn lane. The raised curb would begin 100 feet north of the driveway centerline and end 75 feet south of the driveway centerline.[6]
2. Post a One Way Only sign within the raised curb visible to vehicles exiting Driveway 1.
3. Post a No U-Turn sign at the north end of the raised curb or in the adjacent median.

Driveway 2

1. Stripe a 175-foot southbound left-turn lane within the paved median to serve this driveway.
2. Permit all turning movements.

[6] A raised curb could be constructed similar to what exists on portions of Hazel Avenue (STAA route) north of Oak Avenue in Sacramento County. The recommended extents of the raised curb consider the minimum distance required to deter direct left-turns, while also not extending the raised curb an excessive distance.

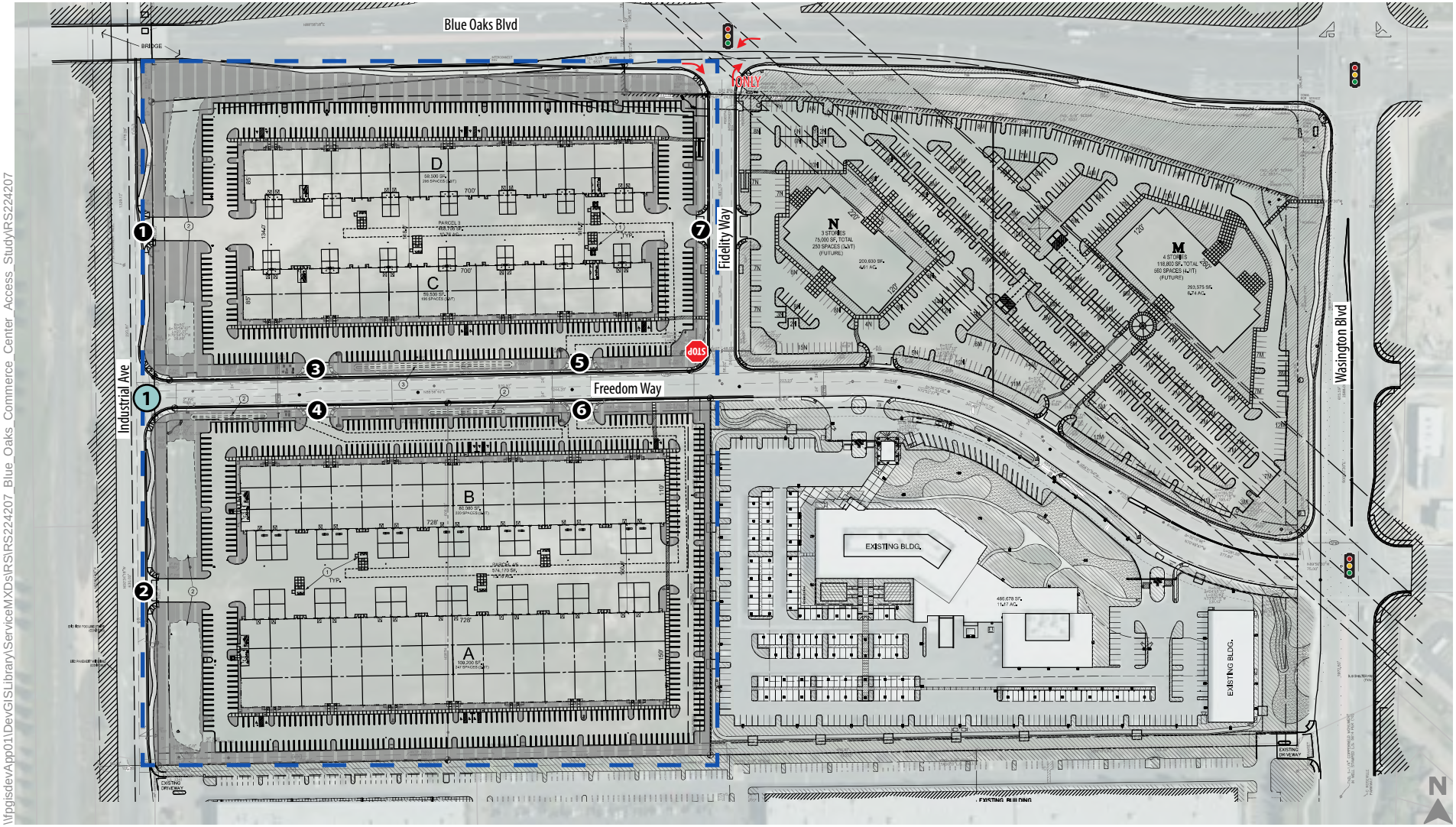


1 Study Intersection

Portion of BOCC Currently Under Study

Figure 1

Project Location



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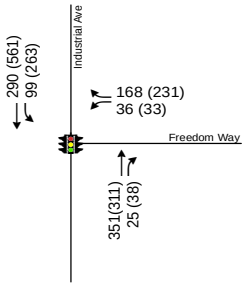
❶ Project Driveway

Portion of BOCC Currently Under Study

STOP Stop Sign

Traffic Signal

1. Industrial Ave/Freedom Way



① Study Intersection

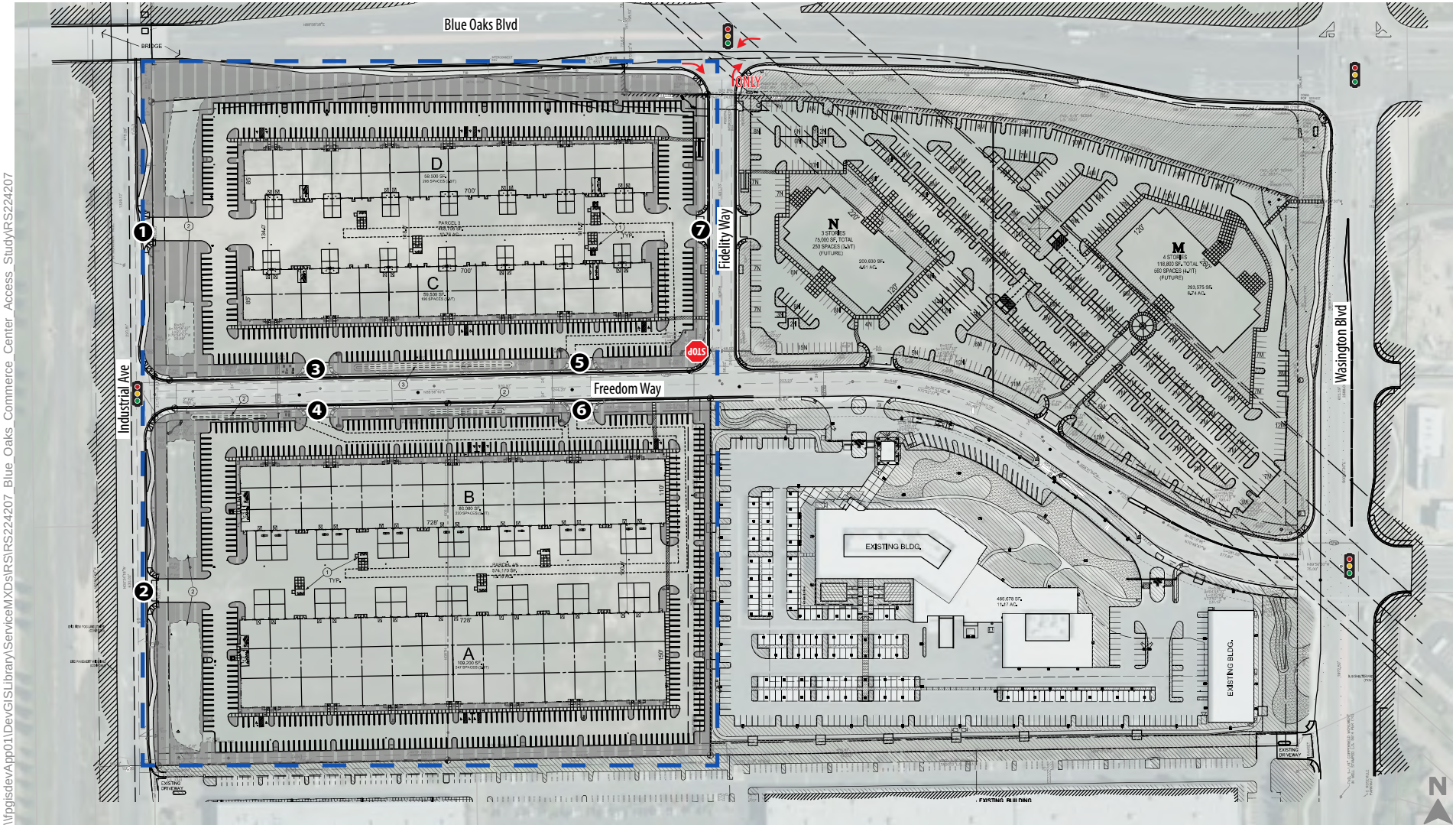
Turn Lane

AM (PM) Peak Hour Traffic Volume

Traffic Signal

Figure 2

Peak Hour Traffic Volumes and Lane Configurations - Existing Conditions



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❶ Project Driveway

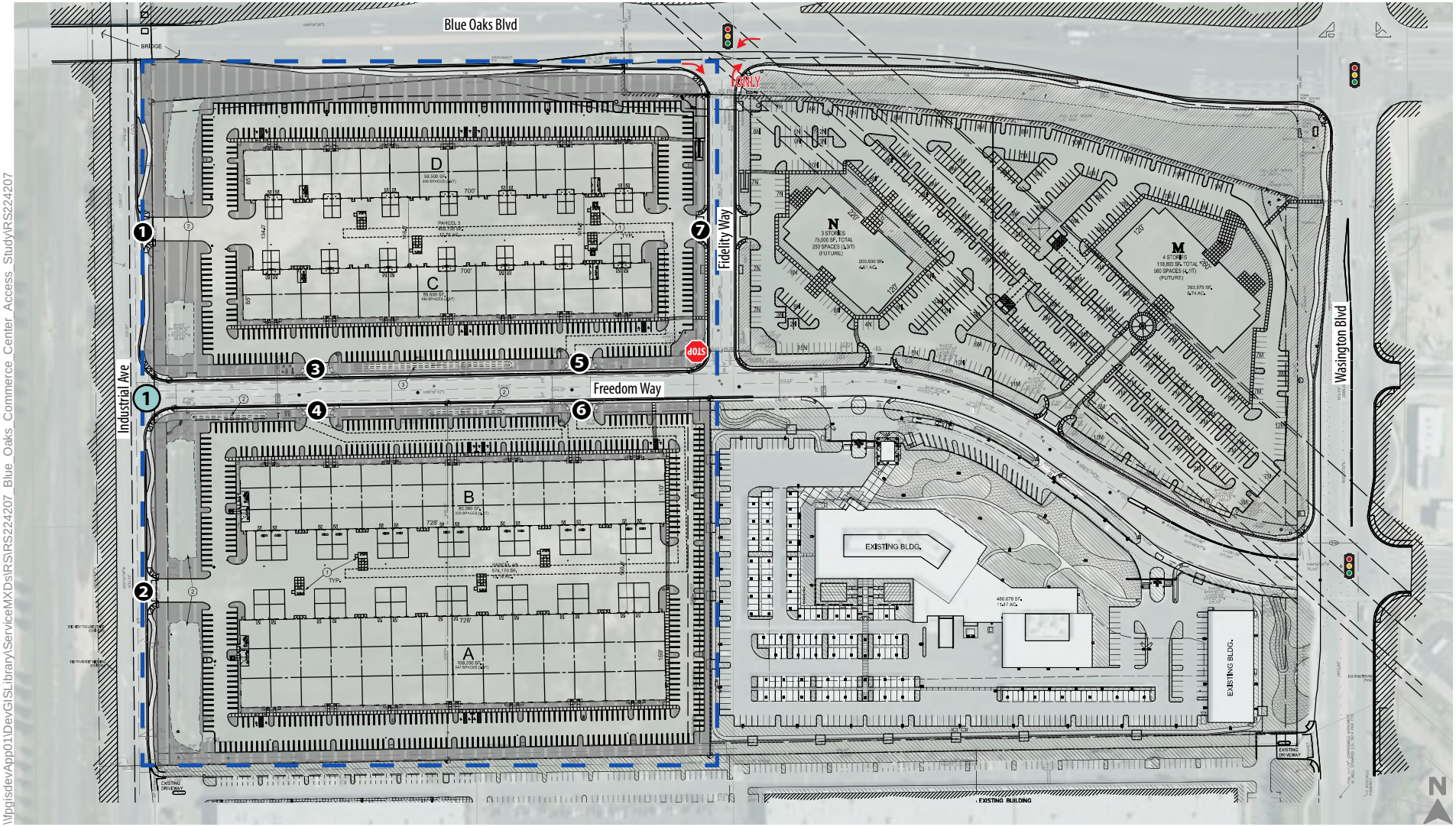
Portion of BOCC Currently Under Study

STOP Stop Sign

Traffic Signal

Figure 3

Project Site Plan



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1 Study Intersection

1 Project Driveway

Portion of BOCC Currently Under Study

AM (PM) Peak Hour Traffic Volume

Stop Sign

Traffic Signal

Turn Lane

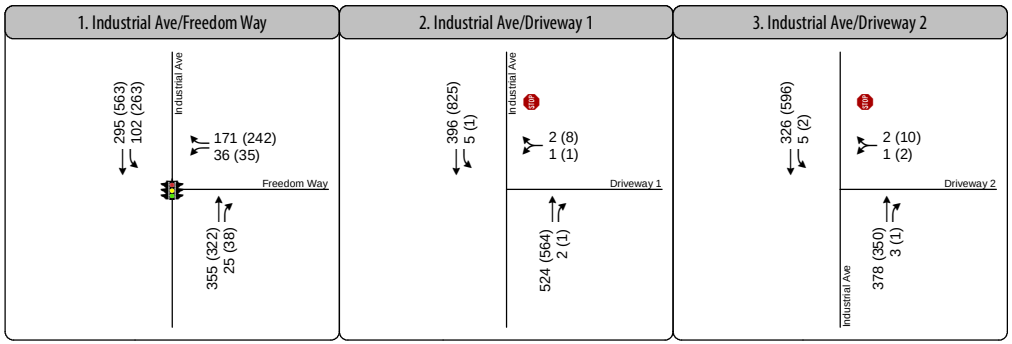
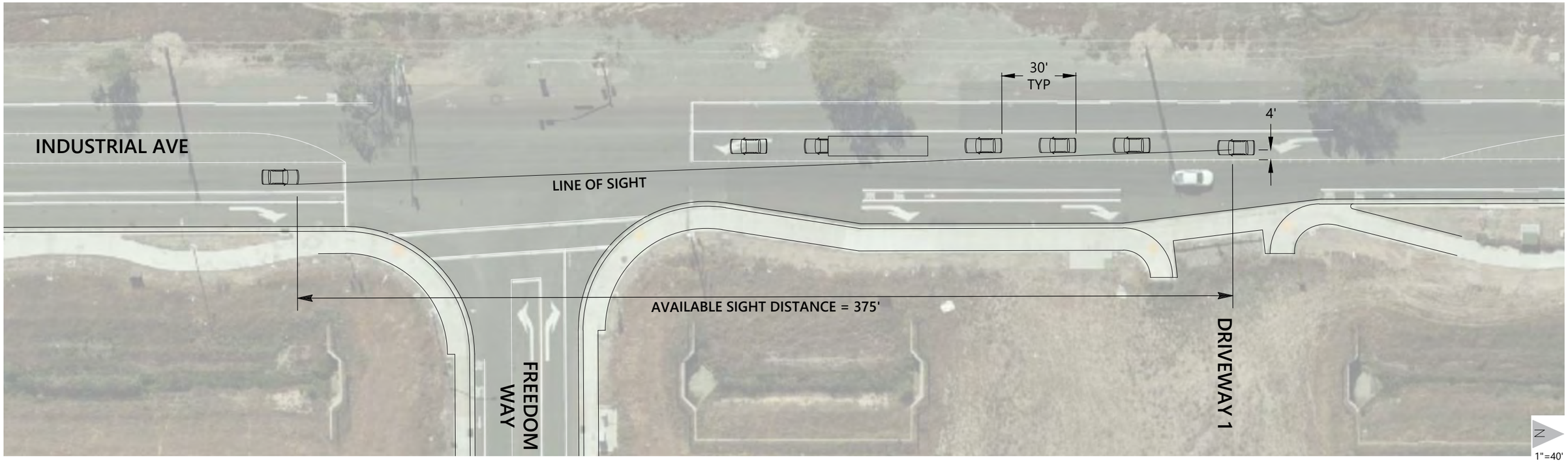


Figure 4

Peak Hour Traffic Volumes and Lane Configurations - Existing Plus Project Conditions



DESIGN SPEED

INDUSTRIAL AVENUE IS A COLLECTOR STREET WITH A POSTED SPEED LIMIT OF 45 MPH. DESIGN SPEED OF 50 MPH (5 MPH ABOVE SPEED LIMIT) ASSUMED FOR ANALYSIS.

LEFT TURN SIGHT DISTANCE

QUEUING OF VEHICLES SHOWN IS BASED ON POSITIONING AND VEHICLE TYPES OBSERVED IN THE FIELD (SEE IMAGE 2 OF TECHNICAL MEMORANDUM). NOTE THAT QUEUED VEHICLES ARE ASSUMED TO BE CENTERED IN LANE. LEFT-TURNING VEHICLE ASSUMED TO HAVE A 4-FOOT OFFSET FROM THE DRIVERS EYE TO THE LEFT STRIPE EDGE PER CITY OF ROSEVILLE DESIGN STANDARDS EXHIBIT 7-1.

REQUIRED LEFT TURN SIGHT DISTANCE = 440 FEET (CALCULATED PER 2018 AASHTO GEOMETRIC DESIGN OF HIGHWAYS AND STREETS CHAPTER 9.5.3.6 CASE F)

Figure 5

Left Turn Sight Distance at Driveway 1

CADD FILE: W:\Roseville N Drive\2022 Projects\4207.00_Blue_Oaks_Commerce_Center_Access_Study\Analysis\CAD\4207_LEFT_TURN_EXHIBIT.dwg
Jul 21, 2022

CC EXHIBIT B

Blue Oaks Commerce Center

REVISED MODIFIED STAGE I AND STAGE II INTAKE SET

VLMK JOB NUMBER: 20210696

NEW SHELL BUILDINGS (A, B, C AND D)

2200 FREEDOM WAY
ROSEVILLE, CALIFORNIA 95678

PROJECT INFORMATION:

NARRATIVE:

THIS PROJECT INCLUDES FOUR NEW CONCRETE TILT-UP SHELL BUILDINGS DESIGNED FOR MULTI TENANTS. IT WILL MAKE AVAILABLE TO THE COMMUNITY STATE OF THE ART FACILITIES FOR A LARGE RANGE OF BUSINESS ACTIVITIES. THE FACILITIES ARE DESIGNED TO ACCOMMODATE SMALL BUSINESSES AS WELL AS TENANTS SEEKING LARGE WAREHOUSE DISTRIBUTION SPACE.

SCOPE OF WORK:

1) CONSTRUCTION OF (4) BUILDINGS (A, B, C AND D)
2) ALL SITE WORK AS SHOWN ON SITE PLANS.
3) CONSTRUCT (4) NEW DRIVEWAYS ON FREEDOM WAY.

PLANNING / ZONING REVIEW:

JURISDICTION	CITY OF ROSEVILLE, CALIFORNIA
LAND USE ZONE	M-2 (GENERAL INDUSTRIAL)
OVERLAY DISTRICT	NONE
STREET ADDRESS	2200 FREEDOM WAY (SEE G1.0 FOR EACH BLDG.)
LEGAL DESCRIPTION	SEE SURVEY

AREA SUMMARY:

PARCEL 3 AREA:	468,705	SQFT.	10.76	ACRES (+/-)
PARCELS 4-5 AREA:	574,170	SQFT.	13.18	ACRES (+/-)
TOTAL SITE AREA:	1,042,875	SQFT.	23.94	ACRES (+/-)

BUILDING:	AREA		COVERAGE	PARKING	
BUILDING (A):	109,200	SQFT.	19%	228	SPACES
BUILDING (B):	80,080	SQFT.	14%	199	SPACES
BUILDING (C):	59,500	SQFT.	13%	192	SPACES
BUILDING (D):	59,500	SQFT.	13%	203	SPACES
TOTAL	308,280	SQFT.	29.6%	822	SPACES

LANDSCAPE (A) AREA:	267,439	SQFT.	25.6%	COVERAGE
A.C.PAVING:	467,156	SQFT.	44.8%	COVERAGE

AUTO PARKING (REQUIRED, MIN.): 400 SPACES
AUTO PARKING (PROVIDED): 822 SPACES 2.7 PER 1,000 SQFT.

AUTO PARKING BASED ON CITY REQUIREMENTS:

DESCRIPTION	REQUIREMENT	AREA	SPACES
PROF. OFFICE	(1) PER 250 SF. (ASSUME 10-PERCENT)	30,828 SF.	123
WHSE. / MFR.	(1) PER 1,000 S.F.	277,452 SF.	277
TOTAL		308,280 SF.	400

ACCESSIBLE PARKING (REQUIRED):

PARCEL 3 (BLDGS. C-D) (395 SPACES)	8	SPACES
PARCEL 4-5 (BLDGS. A-B) (427 SPACES)	9	SPACES
TOTAL	17	SPACES
ACCESSIBLE PARKING (PROVIDED):	17	SPACES
VAN ACCESSIBLE PARKING (REQUIRED):	3	SPACES
VAN ACCESSIBLE PARKING (PROVIDED):	4	SPACES

BIKE PARKING (REQUIRED): 41 SPACES
BIKE PARKING (ACTUAL) 42 SPACES

REQUIRED BIKE PARKING BASED ON 5% OF ACTUAL AUTO PARKING SPACES PROVIDED (822) WITH A MINIMUM OF (4) SPACES.

THE REQUIRED AMOUNT WAS DIVIDED IN HALF BETWEEN SHORT TERM (RACKS ON CONC. PAD) AND LONG TERM (LOCKERS FOR 2-BIKES) AND DIVIDED BETWEEN ALL (4) BUILDINGS.

CLEAN AIR / EV PARKING SPACES (REQUIRED): 99 SPACES
CLEAN AIR / EV PARKING SPACES (PROVIDED): 99 SPACES

CLEAN AIR / EV PARKING BASED ON 12% OF ACTUAL AUTO PARKING SPACES PROVIDED (822).

THE REQUIRED AMOUNT WAS EQUALLY DIVIDED BETWEEN ALL (4) BUILDINGS.

QUICK REFERENCE BLDG. INFO:

BUILDING A:
AREA = 109,200 SQFT.
POWER = 2,000 AMP SERVICE
SPRINKLER = ESFR WITH FIRE PUMP
CLEAR HEIGHT = 30'-0" WITH TOW OF 38'-0" AND 42'-6"
DESIGN TYPE = POP-OUT CONCRETE ENTRIES
GLAZING = VISTACOOL AZURIA (BLUE) WITH CLEAR ANODIZED FRAMES

BUILDING B:
AREA = 80,080 SQFT.
POWER = 1,600 AMP SERVICE
SPRINKLER = ESFR WITH FIRE PUMP
CLEAR HEIGHT = 28'-0" WITH TOW OF 36'-0" AND 40'-6"
DESIGN TYPE = POP-OUT CONCRETE ENTRIES
GLAZING = VISTACOOL AZURIA (BLUE) WITH CLEAR ANODIZED FRAMES

BUILDING C:
AREA = 59,500 SQFT.
POWER = 1,200 AMP SERVICE
SPRINKLER = ESFR WITH FIRE PUMP
CLEAR HEIGHT = 24'-0" WITH TOW OF 30'-0" AND 34'-6"
DESIGN TYPE = POP-OUT CONCRETE ENTRIES
GLAZING = VISTACOOL AZURIA (BLUE) WITH CLEAR ANODIZED FRAMES

BUILDING D:
AREA = 59,580 SQFT.
POWER = 1,200 AMP SERVICE
SPRINKLER = ESFR WITH FIRE PUMP
CLEAR HEIGHT = 24'-0" WITH TOW OF 30'-0" AND 34'-6"
DESIGN TYPE = POP-OUT CONCRETE ENTRIES
GLAZING = VISTACOOL AZURIA (BLUE) WITH CLEAR ANODIZED FRAMES

CODE INFORMATION:

CURRENT CODES:

APPLICABLE CODES AND STANDARDS INCLUDE:

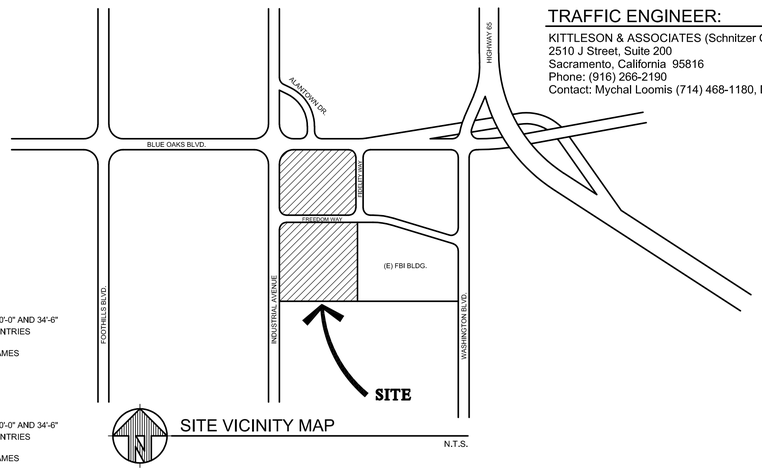
1) BUILDING = 2019 C.B.C. (BASED ON 2018 IBC)
2) MECHANICAL = 2019 C.M.C. (BASED ON THE 2018 IMC)
3) PLUMBING = 2019 C.P.C. (BASED ON THE 2018 IPC)
4) ELECTRICAL = 2019 C.E.C. (BASED ON 2017 NEC)
5) FIRE = 2019 C.F.C. (BASED ON THE 2018 IFC)
6) CAL-GREEN CODE = 2019 C.G.B.S.C.
7) ENERGY = 2018 ENERGY STANDARDS
8) ADA = 2009 ICC/ANSI A117.1
9) N.F.P.A. (NATIONAL FIRE PROTECTION AGENCY)

CODE KEY:
CALIFORNIA BUILDING (ELECT./MECH, ETC. AS APPLIES) CODE
C.B.C.

AS AMENDED BY THE STATE OF CALIFORNIA AND LOCAL JURISDICTIONS.

GENERAL IBC REVIEW:

OCCUPANCY	SHELL BUILDINGS, TENANTS UNKNOWN AT THIS TIME - ASSUMED S-1 (WAREHOUSE), F-1 (MANUF.) AND B (OFFICE)
CONSTRUCTION TYPE	V-B (CONCRETE TILT-UP WITH WOOD ROOF)
FULLY SPRINKLED	YES
FIRE ALARM	YES
ALLOWABLE AREA	WITH (4) 60.0' SIDEYARDS AND FULLY SPRINKLERED, ALLOWABLE AREA IS TO BE UNLIMITED
BUILDING FOOTPRINT	308,280 SF
BUILDING HEIGHT	MAX. ALLOWED = 60-FEET, ACTUAL = 42'-6"
STORIES	ALLOWED = 2, ACTUAL = 1 (SINGLE)
OCCUPANT LOAD (SHELL BUILDING, OCCUPANTS NOT KNOWN)	ANTICIPATED OFFICE (B) = 30,828 SF. (10%), OCCUPANT LOAD (150) = 206 ANTICIPATED WAREHOUSE (S-1) = 246,624 SF. (80%), OCCUPANT LOAD (500) = 493 ANTICIPATED MANUFACTURING (F-1) = 30,828 SF. (10%), OCCUPANT LOAD (100) = 308 TOTAL OCCUPANT LOAD = 1,007
EXITS	MIN. REQUIRED = 3, ACTUAL = 10 PLUS (EA. BLDG.)
FIRE RATINGS	DUE TO UNLIMITED AREA, THE EXTERIOR WALLS ARE NOT REQUIRED TO BE RATED, SEE SHEET A7.01 FOR FIRE BARRIER WALLS AT ELECTRICAL AND FIRE PUMP ROOMS.
FIRE EXTINGUISHERS	SEE OVERALL FLOOR PLANS OF EACH BUILDING FOR TYPES AND LOCATIONS.
ENERGY CODE	THIS PROJECT IS FOR A SHELL BUILDING AND WILL BE SEMI-CONDITIONED (FREEZE-PROTECTED), TITLE 24 FORMS HAVE BEEN COMPLETED AND ARE INCLUDED ON THE MEP SHEETS.
ENERGY SCHEDULE	SEE MECHANICAL AND ELECTRICAL SHEETS (ALSO SEE ENERGY NOTE ABOVE).
ACCESSIBLE PARKING	PROVIDED AS SHOWN ON SITE PLAN
REQUIRED OPENING PROTECTION	NONE



SITE VICINITY MAP
N.T.S.

PERMIT INFORMATION:

PERMIT SUBMITTALS:

DESCRIPTION	PERMIT/APP. NO.	SUBMITTED	RE-SUBMIT	RE-SUBMIT	APPROVED
PRE-DESIGN MEETING	-	VIRTUAL MTG. ON 11-17-21			
MODIFIED STAGE 1 SUBMITTAL	PL22-0101	03-25-22	06-13-22	08-01-22	-
STAGE 2 SUBMITTAL	PL22-0101	03-25-22	06-13-22	08-01-22	-
LOT MERGER (M&P)	PL22-0059	03-04-22	-	-	06-01-22
BUILDING PERMIT	-	-	-	-	-

SEPARATE PERMITS:

NO.	SYSTEM DESCRIPTION	SUB-CONTRACTOR	SUBMITTAL
1	FIRE PROTECTION (ESFR WITH FIRE PUMP)	TO BE DETERMINED	TO CITY BY SUB-CONTRACTOR
2	FIRE ALARM / MONITORING	TO BE DETERMINED	TO CITY BY SUB-CONTRACTOR
3			

DEFERRED SUBMITTALS (BIDDER DESIGN):

NO.	SYSTEM DESCRIPTION	SUB-CONTRACTOR	SUBMITTAL
1	OPEN-WEB STEEL JOISTS / GIRDERS	TO BE DETERMINED	SHOP DRAWINGS
2	STOREFRONT	TO BE DETERMINED	SHOP DRAWINGS

NOTE:
IN ACCORDANCE WITH I.B.C. SECTION 107.3.4.1 DEFERRED SUBMITTAL ITEMS SHALL BE REVIEWED BY VLMK PRIOR TO SUBMITTAL TO THE BUILDING OFFICIAL FOR PERMIT APPROVAL. THE SUBCONTRACTOR OR VENDOR IS RESPONSIBLE TO PROVIDE CUSTOMARY DESIGN DOCUMENTS AND PERMIT COORDINATION FOR THEIR DEFERRED SUBMITTAL ITEMS. THE DEFERRED SUBMITTAL ITEMS SHALL NOT BE INSTALLED UNTIL THE DESIGN AND SUBMITTAL DOCUMENTS HAVE BEEN APPROVED BY THE BUILDING OFFICIAL.

DIRECTORY:

OWNER / DEVELOPER:

SCHNITZER PROPERTIES (PDX)
1121 Southwest Salmon Street
Portland, Oregon 97205
Phone: (503) 242-2900
Contact: Ryan Schera
(503) 973-0258, Direct

SCHNITZER PROPERTIES (SAC)
830 Riverside Parkway, Suite 10
West Sacramento, California 95605
Phone: (916) 373-1700
Contact: John Shorey
(503) 973-0258, Direct

ENGINEER:

VLMK ENGINEERING + DESIGN
3939 S Kelly Avenue
Portland, Oregon 97239
Phone: (503) 222-4453
Contact: Chris Palmateer (971) 254-8284, Direct
Bill Lambert (971) 254-8295, Direct

TRAFFIC ENGINEER:

FEHR & PEERS (City Consultant)
1013 Galleria Blvd., Suite 255
Roseville, California 95678
Phone: (916) 773-1900
Contact: David Stanek (916) 262-7390, Cell

TRAFFIC ENGINEER:

KITTLESON & ASSOCIATES (Schnitzer Consultant)
2510 J Street, Suite 200
Sacramento, California 95816
Phone: (916) 266-2190
Contact: Mychal Loomis (714) 468-1180, Direct

JURISDICTION:

CITY OF ROSEVILLE
311 Vernon Street
Roseville, California 95678
Phone: (916) 774-5276
Contacts: Jim Mangino (Building Official)
(916) 774-5332, Direct
Escarlet Mar (Planner)
(916) 774-5247, Direct

LANDSCAPE ARCHITECT:

YAMASAKI LANDSCAPE ARCHITECTURE
1223 High Street
Auburn, California 95603
Phone: (530) 885-0040
Contact: Jeff Ambrosia
Emily Gallego

MEP ENGINEER:

SYSTEM DESIGN CONSULTANTS, INC.
333 SE 2nd Avenue, Suite 100
Portland, Oregon 97214
Phone: (503) 248-0227
Contact: John Rogers, Electrical
Steve Watkins, Electrical
Bruce Myers, Mechanical
Neil Boyer, Plumbing
Kelly Johnson, Energy

GEO ENGINEER:

KRAZAN & ASSOCIATES
4320 Orange Grove Avenue, Suite E-F
Sacramento, California 95841
Phone: (916) 564-2200
Contact: David Jarosz II

SURVEYOR:

MORTON & PITALO, INC.
600 Coolidge Drive, Suite 140
Folsom, California 95630
Phone: (916) 984-7621
Contact: Michael Chiara
(916) 496-8758, Direct

CONTRACTOR:

TBD
-
-
-
-

DRAWING INDEX:

GENERAL:

CVR1.0 COVER SHEET
CVR1.1 DRAWING HISTORY AND SYMBOLS
G1.0 MASTER SITE PLAN
G1.1 SITE PLAN NW
G1.2 SITE PLAN NE
G1.3 SITE PLAN SW
G1.4 SITE PLAN SE
G2.0 SITE DETAILS
G2.1 SITE DETAILS (GARBAGE ENCLOSURES)
G2.2 SITE DETAILS (MONUMENT SIGNS)
G2.3 SITE DETAILS

CIVIL:

C1.0 OVERALL SITE GRADING PLAN
C1.1 PARTIAL SITE GRADING PLAN NW
C1.2 PARTIAL SITE GRADING PLAN NE
C1.3 PARTIAL SITE GRADING PLAN SW
C1.4 PARTIAL SITE GRADING PLAN SE
C1.5 ENLARGED GRADING PLANS
C2.0 OVERALL SITE UTILITY PLAN
C2.1 PARTIAL SITE UTILITY PLAN NW
C2.2 PARTIAL SITE UTILITY PLAN NE
C2.3 PARTIAL SITE UTILITY PLAN SW
C2.4 PARTIAL SITE UTILITY PLAN SE
C2.5 ENLARGED UTILITY PLANS
C3.0 CIVIL DETAILS
C3.1 CIVIL DETAILS

SURVEY:

1 OF 1 TOPO SURVEY

LOT MERGER:

1 OF 1 LOT MERGER PLAN

LANDSCAPE:

L1.1 LANDSCAPE PLAN NW
L1.2 LANDSCAPE PLAN NE
L1.3 LANDSCAPE PLAN SW
L1.4 LANDSCAPE PLAN SE
L1.5 LANDSCAPE LEGENDS AND NOTES

SWPPP:

1 of 8 SWPPP COVER SHEET
2 of 8 SWPPP STAGING LAYOUT
3 of 8 SWPPP OVERALL SITE PLAN
4 of 8 SWPPP PARTIAL SITE PLAN NW
5 of 8 SWPPP PARTIAL SITE PLAN NE
6 of 8 SWPPP PARTIAL SITE PLAN SW
7 of 8 SWPPP PARTIAL SITE PLAN SE
8 of 8 SWPPP TOPO BOUNDARY MAP

ARCHITECTURAL:

A1.00 OVERALL FLOOR PLAN A
A1.01 PARTIAL FLOOR PLAN WEST A
A1.02 PARTIAL FLOOR PLAN EAST A
A1.03 DOOR SCHEDULES AND DETAILS A
A1.04 OVERALL FLOOR PLAN B
A1.05 PARTIAL FLOOR PLAN WEST B
A1.06 PARTIAL FLOOR PLAN EAST B
A1.07 DOOR SCHEDULES B
A1.08 OVERALL FLOOR PLAN C
A1.09 PARTIAL FLOOR PLAN WEST C
A1.10 PARTIAL FLOOR PLAN EAST C
A1.11 DOOR SCHEDULES C
A1.12 OVERALL FLOOR PLAN D
A1.13 PARTIAL FLOOR PLAN WEST D
A1.14 PARTIAL FLOOR PLAN EAST D
A1.15 DOOR SCHEDULES D
A2.00 OVERALL EXTERIOR ELEVATIONS A
A2.01 ENLARGED ELEVATIONS SOUTH A
A2.02 ENLARGED ELEVATIONS NORTH WEST AND EAST A
A2.03 OVERALL EXTERIOR ELEVATIONS B
A2.04 ENLARGED ELEVATIONS NORTH B
A2.05 ENLARGED ELEVATIONS SOUTH WEST AND EAST B
A2.06 OVERALL EXTERIOR ELEVATIONS C
A2.07 ENLARGED ELEVATIONS SOUTH C
A2.08 ENLARGED ELEVATIONS NORTH WEST AND EAST C
A2.09 OVERALL EXTERIOR ELEVATIONS D
A2.10 ENLARGED ELEVATIONS NORTH D
A2.11 ENLARGED ELEVATIONS SOUTH WEST AND EAST D
A3.00 BUILDING SECTIONS A AND B
A3.01 BUILDING SECTIONS C AND D
A4.00 WALL SECTIONS
A4.01 WALL SECTIONS
A5.00 ROOF PLANS AND DETAILS A AND B
A5.01 ROOF PLANS AND DETAILS C AND D
A6.00 STOREFRONT PLANS AND ELEVATIONS A AND B
A6.01 STOREFRONT PLANS AND ELEVATIONS C AND D
A6.02 STOREFRONT DETAILS
A7.00 ARCHITECTURAL DETAILS
A7.01 ARCHITECTURAL DETAILS
A8.00 SPECIFICATIONS
A8.01 SPECIFICATIONS
A8.02 SPECIFICATIONS
A8.03 SPECIFICATIONS
A8.04 SPECIFICATIONS

STRUCTURAL:

S0.00 SPECIAL INSPECTION NOTES
S1.00 OVERALL FOUNDATION PLAN A
S1.01 PARTIAL FOUNDATION PLAN WEST A
S1.02 PARTIAL FOUNDATION PLAN EAST A
S1.03 OVERALL FOUNDATION PLAN B
S1.04 PARTIAL FOUNDATION PLAN WEST B
S1.05 PARTIAL FOUNDATION PLAN EAST B
S1.06 OVERALL FOUNDATION PLAN C
S1.07 PARTIAL FOUNDATION PLAN WEST C
S1.08 PARTIAL FOUNDATION PLAN EAST C
S1.09 OVERALL FOUNDATION PLAN D
S1.10 PARTIAL FOUNDATION PLAN WEST D
S1.11 PARTIAL FOUNDATION PLAN EAST D
S2.00 FOUNDATION DETAILS
S2.01 FOUNDATION DETAILS
S3.00 OVERALL ROOF FRAMING PLAN A
S3.01 PARTIAL ROOF FRAMING PLAN WEST A
S3.02 PARTIAL ROOF FRAMING PLAN EAST A
S3.03 OVERALL ROOF FRAMING PLAN B
S3.04 PARTIAL ROOF FRAMING PLAN WEST B
S3.05 PARTIAL ROOF FRAMING PLAN EAST B
S3.06 OVERALL ROOF FRAMING PLAN C
S3.07 PARTIAL ROOF FRAMING PLAN WEST C
S3.08 PARTIAL ROOF FRAMING PLAN EAST C
S3.09 OVERALL ROOF FRAMING PLAN D
S3.10 PARTIAL ROOF FRAMING PLAN WEST D
S3.11 PARTIAL ROOF FRAMING PLAN EAST D

STRUCTRURAL (CONT.):

S4.00 ROOF FRAMING DETAILS
S4.01 ROOF FRAMING DETAILS
S5.00 TILT WALL PANEL ELEVATIONS A
S5.01 TILT WALL PANEL ELEVATIONS A
S5.02 TILT WALL PANEL ELEVATIONS B
S5.03 TILT WALL PANEL ELEVATIONS B
S5.04 TILT WALL PANEL ELEVATIONS C
S5.05 TILT WALL PANEL ELEVATIONS C
S5.06 TILT WALL PANEL ELEVATIONS D
S5.07 TILT WALL PANEL ELEVATIONS D
S6.00 TILT WALL PANEL TYPES
S7.00 PANEL DETAILS

PLUMBING:

P1.00 PLUMBING LEGEND AND NOTES
P2.01 PLUMBING PARTIAL PLAN WEST A
P2.02 PLUMBING PARTIAL PLAN EAST A
P2.03 PLUMBING PARTIAL PLAN WEST B
P2.04 PLUMBING PARTIAL PLAN EAST B
P2.05 PLUMBING PARTIAL PLAN WEST C
P2.06 PLUMBING PARTIAL PLAN EAST C
P2.07 PLUMBING PARTIAL PLAN WEST D
P2.08 PLUMBING PARTIAL PLAN EAST D
P9.01 PLUMBING SPECIFICATIONS
P9.02 PLUMBING SPECIFICATIONS
P9.03 PLUMBING SPECIFICATIONS

MECHANICAL:

M0.01 MECHANICAL LEGENDS AND DETAILS
M0.02 MECHANICAL SCHEDULES
M1.01 TITLE 24 COMPLIANCE FORMS
M1.02 TITLE 24 COMPLIANCE FORMS
M1.03 TITLE 24 COMPLIANCE FORMS
M1.04 TITLE 24 COMPLIANCE FORMS
M1.05 TITLE 24 COMPLIANCE FORMS
M1.06 TITLE 24 COMPLIANCE FORMS
M1.07 TITLE 24 COMPLIANCE FORMS
M1.08 TITLE 24 COMPLIANCE FORMS
M1.09 TITLE 24 COMPLIANCE FORMS
M1.10 TITLE 24 COMPLIANCE FORMS
M1.11 TITLE 24 COMPLIANCE FORMS
M1.12 TITLE 24 COMPLIANCE FORMS
M1.13 TITLE 24 COMPLIANCE FORMS
M1.14 TITLE 24 COMPLIANCE FORMS
M1.15 TITLE 24 COMPLIANCE FORMS
M1.16 TITLE 24 COMPLIANCE FORMS
M1.17 TITLE 24 COMPLIANCE FORMS
M1.18 TITLE 24 COMPLIANCE FORMS
M1.19 TITLE 24 COMPLIANCE FORMS
M1.20 TITLE 24 COMPLIANCE FORMS
M1.21 TITLE 24 COMPLIANCE FORMS
M1.22 TITLE 24 COMPLIANCE FORMS
M1.23 TITLE 24 COMPLIANCE FORMS
M2.01 MECHANICAL PARTIAL PLAN WEST A
M2.02 MECHANICAL PARTIAL PLAN EAST A
M2.03 MECHANICAL PARTIAL PLAN WEST B
M2.04 MECHANICAL PARTIAL PLAN EAST B
M2.05 MECHANICAL PARTIAL PLAN WEST C
M2.06 MECHANICAL PARTIAL PLAN EAST C
M2.07 MECHANICAL PARTIAL PLAN WEST D
M2.08 MECHANICAL PARTIAL PLAN EAST D
M9.01 MECHANICAL SPECIFICATIONS
M9.02 MECHANICAL SPECIFICATIONS
M9.03 MECHANICAL SPECIFICATIONS

ELECTRICAL:

E0.01 TITLE 24
E0.02 TITLE 24
E0.03 TITLE 24
E0.04 TITLE 24
E0.05 TITLE 24
E0.06 TITLE 24
E0.07 TITLE 24
E0.08 TITLE 24
E0.09 TITLE 24
E0.10 TITLE 24
E0.11 TITLE 24
E0.12 TITLE 24
E0.13 TITLE 24
E0.14 TITLE 24
E0.15 TITLE 24
E0.16 TITLE 24
E1.00 ELECTRICAL LEGEND AND SCHEDULES
E1.01 ELECTRICAL SITE PLAN SOUTH
E1.02 ELECTRICAL SITE PLAN NORTH
E1.03 ELECTRICAL LIGHTING PHOTOMETRICS PLAN SOUTH
E1.04 ELECTRICAL LIGHTING PHOTOMETRICS PLAN NORTH
E2.01 ELECTRICAL PARTIAL PLAN WEST A
E2.02 ELECTRICAL PARTIAL PLAN EAST A
E2.03 ELECTRICAL PARTIAL PLAN WEST B
E2.04 ELECTRICAL PARTIAL PLAN EAST B
E2.05 ELECTRICAL PARTIAL PLAN WEST C
E2.06 ELECTRICAL PARTIAL PLAN EAST C
E2.07 ELECTRICAL PARTIAL PLAN WEST D
E2.08 ELECTRICAL PARTIAL PLAN EAST D
E3.01 ELECTRICAL PARTIAL LIGHTING PLAN WEST A
E3.02 ELECTRICAL PARTIAL LIGHTING PLAN EAST A
E3.03 ELECTRICAL PARTIAL LIGHTING PLAN WEST B
E3.04 ELECTRICAL PARTIAL LIGHTING PLAN EAST B
E3.05 ELECTRICAL PARTIAL LIGHTING PLAN WEST C
E3.06 ELECTRICAL PARTIAL LIGHTING PLAN EAST C
E3.07 ELECTRICAL PARTIAL LIGHTING PLAN WEST D
E3.08 ELECTRICAL PARTIAL LIGHTING PLAN EAST D
E4.01 ELECTRICAL ENLARGED PLANS BUILDINGS A AND B
E4.02 ELECTRICAL ENLARGED PLANS BUILDINGS C AND D
E5.01 ELECTRICAL RISER DIAGRAM BUILDING A
E5.02 ELECTRICAL RISER DIAGRAM BUILDING B
E5.03 ELECTRICAL RISER DIAGRAM BUILDING C
E5.04 ELECTRICAL RISER DIAGRAM BUILDING D
E6.01 ELECTRICAL PANEL SCHEDULES BUILDING A
E6.02 ELECTRICAL PANEL SCHEDULES BUILDING B
E6.03 ELECTRICAL PANEL SCHEDULES BUILDING C
E6.04 ELECTRICAL PANEL SCHEDULES BUILDING D
E9.01 ELECTRICAL SPECIFICATIONS
E9.02 ELECTRICAL SPECIFICATIONS
E9.03 ELECTRICAL SPECIFICATIONS

VLMK
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503.222.4453
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Schnitzer PROPERTIES

PROJECT NAME
BLUE OAKS COMMERCE CENTER (BOCC)

ADDRESS
2200 FREEDOM WAY
ROSEVILLE, CA.

REVISED MODIFIED STAGE I AND STAGE II INTAKE SET: 08-01-22

REVISIONS

	DATE	DESCRIPTION

REGISTERED PROFESSIONAL ENGINEER
CHRISTIAN M. PALMATEER
No. 61597
Exp. 6/30/2023
CIVIL
STATE OF CALIFORNIA

DATE
DECEMBER 2021

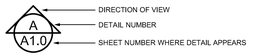
SCALE	PROJ. NO.
AS NOTED	20210696
DRAWN: BGL	CHECKED: CMP

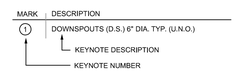
COVER SHEET

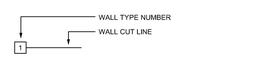
CVR1.0

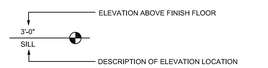
G:\Acad\2021\2021069\0-Dsw\rgs\001 CVR1.0-CVR1.1 COVER SHEET.dwg 7/25/2022 11:18 AM

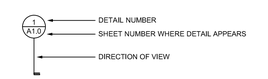
SYMBOL LEGEND:

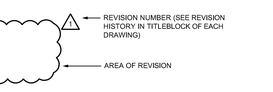












ABBREVIATIONS:

AB	ANCHOR BOLT	JT	JOINT
A/C	AIR CONDITIONING	JST	JOIST
AC	ASPHALT CONCRETE		
ACT	ACOUSTIC CEILING TILE	KD	KNOCKED DOWN
AD	AREA DRAIN		
ADA	AMERICANS WITH DISABILITIES ACT		
ADD	ADDITION OR ADDENDUM	LAM	LAMINATE
ADDL	ADDITIONAL	LAT	LATERAL
AFF	ABOVE FINISH FLOOR	LAV	LAVATORY
ALT	ALTERNATE	LF	LINEAR FEET
AL	ALUMINUM	LT	LIGHT
ALUM	ALUMINUM	LTG	LIGHTING
AMP	AMPERES	LVT	LUXURY VINYL TILE
ANOD	ANODIZED		
ARCH	ARCHITECT		
		MATL	MATERIAL
BC	BACK OF CURB	MAX	MAXIMUM
BD	BOARD	MB	MACHINE BOLT
BLDG	BUILDING	MDO	MEDIUM DENSITY OVERLAY
BLK	BLOCK, BLOCKING	MECH	MECHANICAL
BM	BENCH MARK, BEAM	MEFP	MECHANICAL, ELECTRICAL AND FIRE PROTECTION
BOT	BOTTOM		
BOCAN	BOTTOM OF CANOPY	MFG	MANUFACTURING
BR	BEARING	MFR	MANUFACTURER
BUR	BUILT-UP ROOFING	MH	MANHOLE
		MIN	MINIMUM
CAM	CAMBER	MISC	MISCELLANEOUS
CB	CATCH BASIN	MO	MASONRY OPENING
CF	CUBIC FOOT	MR	MOISTURE RESISTANT
CI	CAST IRON	MTL	METAL
CIP	CAST IN PLACE		
CJ	CONTROL JOINT	(N)	NEW
C/L	CENTERLINE	NIC	NOT IN CONTRACT
CLG	CEILING	NOM	NOMINAL
CLR	CLEAR	NTS	NOT TO SCALE
CMU	CONCRETE MASONRY UNIT		
CO	CLEAN OUT		
COL	COLUMN	OA	OVERALL
CONC	CONCRETE	OC	ON CENTER
CONN	CONNECTION	OD	OUTSIDE DIAMETER
CONST	CONSTRUCTION	OH	OPPOSITE HAND
CONT	CONTINUOUS	OPNG	OPENING
CONTR	CONTRACTOR		
CPT	CARPET OR CARPET TILE	PC	PRECAST CONCRETE
CY	CUBIC YARD	PERF	PERFORATED
		PERP	PERPENDICULAR
d	PENNY	PH	PHASE
(D)	DEMO	PJ	PANEL JOINT
DBL	DOUBLE	PL	PLATE, PROPERTY LINE
DEMO	DEMOLITION	PLAM	PLASTIC LAMINATE
DF	DRINKING FOUNTAIN	PLYWD	PLYWOOD
DIA	DIAMETER	PR	PAIR
DIAG	DIAGONAL	PREFAB	PREFABRICATED
DIM	DIMENSION	PSF	POUNDS PER SQUARE FOOT
DISP	DISPENSER	PSI	POUNDS PER SQUARE INCH
DL	DEAD LOAD	PT	PRESERVATIVE TREATED WOOD
DN	DOWN	PVC	POLYVINYL CHLORIDE
DR	DOOR	PWR	POWER
DS	DOWNSPOUT		
DTL	DETAIL	R	RADIUS
DW	DISHWASHER	RB	RUBBER BASE
DWG	DRAWING	RD	ROOF DRAIN, ROAD
		REF	REFRIGERATOR
EXTG	EXISTING	REINF	REINFORCING
EXIST	EXISTING	REQ'D	REQUIRED
(E)	EXISTING	REV	REVISION
EA	EACH	RM	ROOM
EIFS	EXTERIOR INSULATION AND FINISH SYSTEM	RO	ROUGH OPENING
		ROW	RIGHT OF WAY
EJ	EXPANSION JOINT		
ELEC	ELECTRIC	SAN	SANITARY
ELECT	ELECTRICAL	SAT	SUSPENDED ACOUSTICAL TILE
ELEV	ELEVATION, ELEVATOR	SC	SOLID CORE
EQ	EQUAL	SCHED	SCHEDULE
EQUIP	EQUIPMENT	SECT	SECTION
ESFR	EARLY SUPPRESSION FAST RESPONSE	SF	SQUARE FEET
		SHT	SHEET
EW	EACH WAY	SHTG	SHEATHING
EXP	EXPOSED OR EXPANSION	SIM	SIMILAR
EXT	EXTERIOR	SOG	SLAB ON GRADE
		SPEC	SPECIFICATION
FA	FIRE ALARM	SQ	SQUARE
FAB	FABRICATE	SQFT	SQUARE FEET
FD	FLOOR DRAIN	STD	STANDARD
FDC	FIRE DEPARTMENT CONNECTION	STL	STEEL
FDN	FOUNDATION	STS	STORM SEWER
FE	FIRE EXTINGUISHER	STRUCT	STRUCTURAL
FEC	FIRE EXTINGUISHER CABINET	SUSP	SUSPENDED
FH	FIRE HYDRANT	SV	SHEET VINYL
FIN	FINISH	SYM	SYMMETRICAL
FIN FLR	FINISH FLOOR		
FLR	FLOOR	T&G	TONGUE AND GROOVE
FLUOR	FLUORESCENT	TB	THROUGH BOLT
FOC	FACE OF CONCRETE	TOC	TOP OF CURB
FOS	FACE OF STUD	TOCAN	TOP OF CANOPY
FRP	FIBERGLASS REINFORCED PANEL	TOF	TOP OF FRAMING
FRMG	FRAMING	TOFTG	TOP OF FOOTING
FTG	FOOTING	TOMULL	TOP OF MULLION
FURN	FURNITURE	TOS	TOP OF SLAB
		TOW	TOP OF WALL
GA	GAUGE	TP	TOILET PAPER
GALV	GALVANIZED	TRANS	TRANSFORMER
GFI	GROUND FAULT INTERRUPTOR	TS	TUBE STEEL
GI	GALVANIZED IRON	TYP	TYPICAL
GL	GLUE LAMINATED BEAM		
GYP	GYPSUM		
GYP BD	GYPSUM BOARD	UNO	UNLESS NOTED OTHERWISE
		UON	UNLESS OTHERWISE NOTED
HB	HOSE BIBB	URN	URINAL
HC	HOLLOW CORE		
HDR	HEADER	VCT	VINYL COMPOSITION TILE
HDWE	HARDWARE	VERT	VERTICAL
HGT	HEIGHT	VIF	VERIFY IN FIELD
HORIZ	HORIZONTAL		
HM	HOLLOW METAL	WC	WATER CLOSET
HSS	HOLLOW STEEL SECTION	WCT	WAINSCOT
HT	HEIGHT	WD	WOOD
HTG	HEATING	WDW	WINDOW
HVAC	HEATING VENTILATING AND AIR CONDITIONING	WH	WATER HEATER
		WHSE	WAREHOUSE
HWH	HOT WATER HEATER	WP	WEATHER PROOF
HYD	HYDRAULIC	WRGB	WATER RESISTANT GYPSUM BOARD
		WT	WEIGHT
ID	INSIDE DIAMETER		
INFO	INFORMATION		
INSUL	INSULATION		
INT	INTERIOR		

NOTE: THE ABBREVIATIONS SHOWN ON THIS LIST MAY NOT ALL BE USED IN THIS SET OF DRAWINGS. THERE MAY ALSO BE SOME ABBREVIATIONS THAT ARE INCLUDED IN THIS SET OF DRAWINGS THAT ARE NOT ON THIS LIST. IF ANY ABBREVIATIONS ARE IN DOUBT, PLEASE CONTACT ENGINEER FOR CLARIFICATION.

History of Drawing Submittals:

DRAWING SETS SENT TO:	10-09-21	03-25-22	06-13-22	08-01-22
OWNER	X	X	X	X
CITY OF ROSEVILLE, CA.		X	X	X
BIDDING CONTRACTORS				
CONTRACTOR				
IN-HOUSE REVIEW	X			

Description of Sets: → 50 PERCENT PROGRESS SET | MOD. STAGE I AND STAGE II INTAKE SET | REV. MOD. STAGE I AND STAGE II INTAKE SET | REV. MOD. STAGE I AND STAGE II INTAKE SET

	SHEET	TITLE	DATE
	CVR1.0	COVER SHEET	● ● ●
	CVR1.1	DRAWING HISTORY AND SYMBOLS	● ● ●
SITE DESIGN	G1.0	MASTER SITE PLAN	● ● ● ●
	G1.1	SITE PLAN NW	● ● ●
	G1.2	SITE PLAN NE	● ● ●
	G1.3	SITE PLAN SW	● ● ●
	G1.4	SITE PLAN SE	● ● ●
	G2.0	SITE DETAILS	● ● ○
	G2.1	SITE DETAILS (GARBAGE ENCLOSURES)	● ● ○
	G2.2	SITE DETAILS (MONUMENT SIGNS)	● ● ○
	G2.3	SITE DETAILS	●
CIVIL DESIGN	C1.0	OVERALL SITE GRADING PLAN	● ● ●
	C1.1	PARTIAL SITE GRADING PLAN NW	● ● ●
	C1.2	PARTIAL SITE GRADING PLAN NE	● ● ●
	C1.3	PARTIAL SITE GRADING PLAN SW	● ● ●
	C1.4	PARTIAL SITE GRADING PLAN SE	● ● ●
	C1.5	ENLARGED SITE GRADING PLANS	
	C2.0	OVERALL SITE UTILITY PLAN	● ● ●
	C2.1	PARTIAL SITE UTILITY PLAN NW	● ● ●
	C2.2	PARTIAL SITE UTILITY PLAN NE	● ● ●
	C2.3	PARTIAL SITE UTILITY PLAN SW	● ● ●
	C2.4	PARTIAL SITE UTILITY PLAN SE	● ● ●
	C2.5	ENLARGED SITE UTILITY PLANS	
	C3.0	CIVIL DETAILS	
	C3.1	CIVIL DETAILS	
	1 OF 1	TOPO SURVEY	● ○ ○
	1 OF 1	LOT MERGER PLAN	● ○
SWPPP	1 OF 8	SWPPP COVER SHEET	
	2 OF 8	SWPPP STAGING LAYOUT	
	3 OF 8	SWPPP OVERALL SITE PLAN	
	4 OF 8	SWPPP PARTIAL SITE PLAN NW	
	5 OF 8	SWPPP PARTIAL SITE PLAN NE	
	6 OF 8	SWPPP PARTIAL SITE PLAN SW	
	7 OF 8	SWPPP PARTIAL SITE PLAN SE	
	8 OF 8	SWPPP TOPO BOUNDARY MAP	
LANDSCAPE	L1.1	LANDSCAPE PLAN NW	● ● ●
	L1.2	LANDSCAPE PLAN NE	● ● ●
	L1.3	LANDSCAPE PLAN SW	● ● ●
	L1.4	LANDSCAPE PLAN SE	● ● ●
	L1.5	LANDSCAPE LEGEND AND NOTES	● ● ●
ARCHITECTURAL	A1.00	OVERALL FLOOR PLAN A	● ● ● ○
	A1.01	PARTIAL FLOOR PLAN WEST A	
	A1.02	PARTIAL FLOOR PLAN EAST A	
	A1.03	DOOR SCHEDULES AND DETAILS A	
	A1.04	OVERALL FLOOR PLAN B	● ● ● ○
	A1.05	PARTIAL FLOOR PLAN WEST B	
	A1.06	PARTIAL FLOOR PLAN EAST B	
	A1.07	DOOR SCHEDULES B	
	A1.08	OVERALL FLOOR PLAN C	● ● ● ○
	A1.09	PARTIAL FLOOR PLAN WEST C	
	A1.10	PARTIAL FLOOR PLAN EAST C	
	A1.11	DOOR SCHEDULES C	
	A1.12	OVERALL FLOOR PLAN D	● ● ● ○
	A1.13	PARTIAL FLOOR PLAN WEST D	
	A1.14	PARTIAL FLOOR PLAN EAST D	
	A1.15	DOOR SCHEDULES D	
	A2.00	OVERALL EXTERIOR ELEVATIONS A	● ● ● ○
	A2.01	ENLARGED ELEVATIONS SOUTH A	
	A2.02	ENLARGED ELEVATIONS NORTH WEST AND EAST A	
	A2.03	OVERALL EXTERIOR ELEVATIONS B	● ● ● ○
	A2.04	ENLARGED ELEVATIONS NORTH B	
	A2.05	ENLARGED ELEVATIONS SOUTH WEST AND EAST B	
	A2.06	OVERALL EXTERIOR ELEVATIONS C	● ● ● ○
	A2.07	ENLARGED ELEVATIONS SOUTH C	
	A2.08	ENLARGED ELEVATIONS NORTH WEST AND EAST C	
	A2.09	OVERALL EXTERIOR ELEVATIONS D	● ● ● ○
	A2.10	ENLARGED ELEVATIONS NORTH D	
	A2.11	ENLARGED ELEVATIONS SOUTH WEST AND EAST D	
	A3.00	BUILDING SECTIONS A AND B	
	A3.01	BUILDING SECTIONS C AND D	
	A4.00	WALL SECTIONS	
	A4.01	WALL SECTIONS	
	A5.00	ROOF PLANS AND DETAILS A AND B	● ● ○
	A5.01	ROOF PLANS AND DETAILS C AND D	● ● ○
	A6.00	STOREFRONT PLANS AND ELEVATIONS A AND B	
	A6.01	STOREFRONT PLANS AND ELEVATIONS C AND D	
	A6.02	STOREFRONT DETAILS	
	A7.00	ARCHITECTURAL DETAILS	
	A7.01	ARCHITECTURAL DETAILS	
	A8.00	SPECIFICATIONS	
	A8.01	SPECIFICATIONS	
	A8.02	SPECIFICATIONS	
	A8.03	SPECIFICATIONS	
	A8.04	SPECIFICATIONS	
STRUCTURAL	S0.00	SPECIAL INSPECTIONS NOTES	
	S1.00	OVERALL FOUNDATION PLAN A	
	S1.01	PARTIAL FOUNDATION PLAN WEST A	
	S1.02	PARTIAL FOUNDATION PLAN EAST A	
	S1.03	OVERALL FOUNDATION PLAN B	
	S1.04	PARTIAL FOUNDATION PLAN WEST B	
	S1.05	PARTIAL FOUNDATION PLAN EAST B	
	S1.06	OVERALL FOUNDATION PLAN C	
	S1.07	PARTIAL FOUNDATION PLAN WEST C	
	S1.08	PARTIAL FOUNDATION PLAN EAST C	
	S1.09	OVERALL FOUNDATION PLAN D	
	S1.10	PARTIAL FOUNDATION PLAN WEST D	
	S1.11	PARTIAL FOUNDATION PLAN EAST D	
	S2.00	FOUNDATION DETAILS	
	S2.01	FOUNDATION DETAILS	
	S3.00	OVERALL ROOF FRAMING PLAN A	
	S3.01	PARTIAL ROOF FRAMING PLAN WEST A	
	S3.02	PARTIAL ROOF FRAMING PLAN EAST A	
	S3.03	OVERALL ROOF FRAMING PLAN B	
	S3.04	PARTIAL ROOF FRAMING PLAN WEST B	
	S3.05	PARTIAL ROOF FRAMING PLAN EAST B	
	S3.06	OVERALL ROOF FRAMING PLAN C	
	S3.07	PARTIAL ROOF FRAMING PLAN WEST C	
	S3.08	PARTIAL ROOF FRAMING PLAN EAST C	
	S3.09	OVERALL ROOF FRAMING PLAN D	
	S3.10	PARTIAL ROOF FRAMING PLAN WEST D	
	S3.11	PARTIAL ROOF FRAMING PLAN EAST D	
	S4.00	ROOF FRAMING DETAILS	
	S4.01	ROOF FRAMING DETAILS	
	S5.00	TILT WALL PANEL ELEVATIONS A	
	S5.01	TILT WALL PANEL ELEVATIONS A	
	S5.02	TILT WALL PANEL ELEVATIONS B	
	S5.03	TILT WALL PANEL ELEVATIONS B	
	S5.04	TILT WALL PANEL ELEVATIONS C	

History of Drawing Submittals (Continued):

DRAWING SETS SENT TO:	10-09-21	03-25-22	06-13-22	08-01-22
OWNER	X	X	X	X
CITY OF ROSEVILLE, CA.		X	X	X
BIDDING CONTRACTORS				
CONTRACTOR				
IN-HOUSE REVIEW	X			

Description of Sets: → 50 PERCENT PROGRESS SET | MOD. STAGE I AND STAGE II INTAKE SET | REV. MOD. STAGE I AND STAGE II INTAKE SET | REV. MOD. STAGE I AND STAGE II INTAKE SET

	SHEET	TITLE	DATE
STRUCT. (CONT.)	S5.05	TILT WALL PANEL ELEVATIONS C	
	S5.06	TILT WALL PANEL ELEVATIONS D	
	S5.07	TILT WALL PANEL ELEVATIONS D	
	S6.00	TILT WALL PANEL TYPES	
	S7.00	TILT WALL PANEL DETAILS	
PLUMBING	P1.00	PLUMBING LEGENDS AND SCHEDULES	
	P2.01	PLUMBING PARTIAL PLAN WEST A	
	P2.02	PLUMBING PARTIAL PLAN EAST A	
	P2.03	PLUMBING PARTIAL PLAN WEST B	
	P2.04	PLUMBING PARTIAL PLAN EAST B	
	P2.05	PLUMBING PARTIAL PLAN WEST C	
	P2.06	PLUMBING PARTIAL PLAN EAST C	
	P2.07	PLUMBING PARTIAL PLAN WEST D	
	P2.08	PLUMBING PARTIAL PLAN EAST D	
	P9.01	PLUMBING SPECIFICATIONS	
	P9.02	PLUMBING SPECIFICATIONS	
	P9.03	PLUMBING SPECIFICATIONS	
MECHANICAL	M0.01	MECHANICAL LEGEND AND DETAILS	
	M0.02	MECHANICAL SCHEDULES	
	M1.01	TITLE 24 COMPLIANCE FORMS	
	M1.02	TITLE 24 COMPLIANCE FORMS	
	M1.03	TITLE 24 COMPLIANCE FORMS	
	M1.04	TITLE 24 COMPLIANCE FORMS	
	M1.05	TITLE 24 COMPLIANCE FORMS	
	M1.06	TITLE 24 COMPLIANCE FORMS	
	M1.07	TITLE 24 COMPLIANCE FORMS	
	M1.08	TITLE 24 COMPLIANCE FORMS	
	M1.09	TITLE 24 COMPLIANCE FORMS	
	M1.10	TITLE 24 COMPLIANCE FORMS	
	M1.11	TITLE 24 COMPLIANCE FORMS	
	M1.12	TITLE 24 COMPLIANCE FORMS	
	M1.13	TITLE 24 COMPLIANCE FORMS	
	M1.14	TITLE 24 COMPLIANCE FORMS	
	M1.15	TITLE 24 COMPLIANCE FORMS	
	M1.16	TITLE 24 COMPLIANCE FORMS	
	M1.17	TITLE 24 COMPLIANCE FORMS	
	M1.18	TITLE 24 COMPLIANCE FORMS	
	M1.19	TITLE 24 COMPLIANCE FORMS	
	M1.20	TITLE 24 COMPLIANCE FORMS	
	M1.21	TITLE 24 COMPLIANCE FORMS	
	M1.22	TITLE 24 COMPLIANCE FORMS	
	M1.23	TITLE 24 COMPLIANCE FORMS	
	M2.01	MECHANICAL PARTIAL PLAN WEST A	
	M2.02	MECHANICAL PARTIAL PLAN EAST A	
	M2.03	MECHANICAL PARTIAL PLAN WEST B	
	M2.04	MECHANICAL PARTIAL PLAN EAST B	
	M2.05	MECHANICAL PARTIAL PLAN WEST C	
	M2.06	MECHANICAL PARTIAL PLAN EAST C	
	M2.07	MECHANICAL PARTIAL PLAN WEST D	
	M2.08	MECHANICAL PARTIAL PLAN EAST D	
	M9.01	MECHANICAL SPECIFICATIONS	
	M9.02	MECHANICAL SPECIFICATIONS	
	M9.03	MECHANICAL SPECIFICATIONS	
ELECTRICAL	E0.01	TITLE 24	
	E0.02	TITLE 24	
	E0.03	TITLE 24	
	E0.04	TITLE 24	
	E0.05	TITLE 24	
	E0.06	TITLE 24	
	E0.07	TITLE 24	
	E0.08	TITLE 24	
	E0.09	TITLE 24	
	E0.10	TITLE 24	
	E0.11	TITLE 24	
	E0.12	TITLE 24	
	E0.13	TITLE 24	
	E0.14	TITLE 24	
	E0.15	TITLE 24	
	E0.16	TITLE 24	
	E1.00	ELECTRICAL LEGEND AND SCHEDULES	
	E1.01	ELECTRICAL SITE PLAN SOUTH	● ● ●
	E1.02	ELECTRICAL SITE PLAN NORTH	● ● ●
	E1.03	ELECTRICAL SITE LIGHTING CUT SHEETS (OMITTED AFTER STAGE I SUBMITTAL)	● ● ●
	E1.03	ELECTRICAL LIGHTING PHOTOMETRICS PLAN SOUTH	● ● ●
	E1.04	ELECTRICAL LIGHTING PHOTOMETRICS PLAN NORTH	● ● ●
	E2.01	ELECTRICAL PARTIAL PLAN WEST A	
	E2.02	ELECTRICAL PARTIAL PLAN EAST A	
	E2.03	ELECTRICAL PARTIAL PLAN WEST B	
	E2.04	ELECTRICAL PARTIAL PLAN EAST B	
	E2.05	ELECTRICAL PARTIAL PLAN WEST C	
	E2.06	ELECTRICAL PARTIAL PLAN EAST C	
	E2.07	ELECTRICAL PARTIAL PLAN WEST D	
	E2.08	ELECTRICAL PARTIAL PLAN EAST D	
	E3.01	ELECTRICAL PARTIAL LIGHTING PLAN WEST A	
	E3.02	ELECTRICAL PARTIAL LIGHTING PLAN EAST A	
	E3.03	ELECTRICAL PARTIAL LIGHTING PLAN WEST B	
	E3.04	ELECTRICAL PARTIAL LIGHTING PLAN EAST B	
	E3.05	ELECTRICAL PARTIAL LIGHTING PLAN WEST C	
	E3.06	ELECTRICAL PARTIAL LIGHTING PLAN EAST C	
	E3.07	ELECTRICAL PARTIAL LIGHTING PLAN WEST D	
	E3.08	ELECTRICAL PARTIAL LIGHTING PLAN EAST D	
	E4.01	ELECTRICAL ENLARGED PLANS BUILDINGS A AND B	
	E4.02	ELECTRICAL ENLARGED PLANS BUILDINGS C AND D	
	E5.01	ELECTRICAL RISER DIAGRAM BUILDING A	
	E5.02	ELECTRICAL RISER DIAGRAM BUILDING B	
	E5.03	ELECTRICAL RISER DIAGRAM BUILDING C	
	E5.04	ELECTRICAL RISER DIAGRAM BUILDING D	
	E6.01	ELECTRICAL PANEL SCHEDULES BUILDING A	
	E6.02	ELECTRICAL PANEL SCHEDULES BUILDING B	
	E6.03	ELECTRICAL PANEL SCHEDULES BUILDING C	
	E6.04	ELECTRICAL PANEL SCHEDULES BUILDING D	
	E9.01	ELECTRICAL SPECIFICATIONS	
	E9.02	ELECTRICAL SPECIFICATIONS	
	E9.03	ELECTRICAL SPECIFICATIONS	
	-	STORM REPORT	○ ○
	-	STRUCTURAL CALCULATIONS	
		NUMBER OF ORIGINALS IN SET	0 41 42 43

Notes: REMOVE AND REPLACE ALL PREVIOUS PRINTS UPON RECEIPT OF REVISED DRAWINGS.

● NEW OR REVISED DRAWING
○ RE-ISSUED WITH NO CHANGES
Ⓒ 8 1/2" X 11" SHEETS - SEPARATE FROM DRAWINGS (CALCULATIONS)
Ⓧ DELETED DRAWING

VLMK
ENGINEERING + DESIGN
3933 S Kelly Avenue
Portland, Oregon 97239
503.222.4453
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Schnitzer PROPERTIES

PROJECT NAME

BLUE OAKS COMMERCE CENTER (BOCC)

ADDRESS

2200 FREEDOM WAY
ROSEVILLE, CA.

REVISED MODIFIED STAGE I AND STAGE II INTAKE SET: 08-01-22

REVISIONS

	DATE	DESCRIPTION

DATE
DECEMBER 2021

SCALE	PROJ. NO.
AS NOTED	20210696
DRAWN: BGL	CHECKED: CMP

DRAWING HISTORY AND SYMBOLS

CVR1.1

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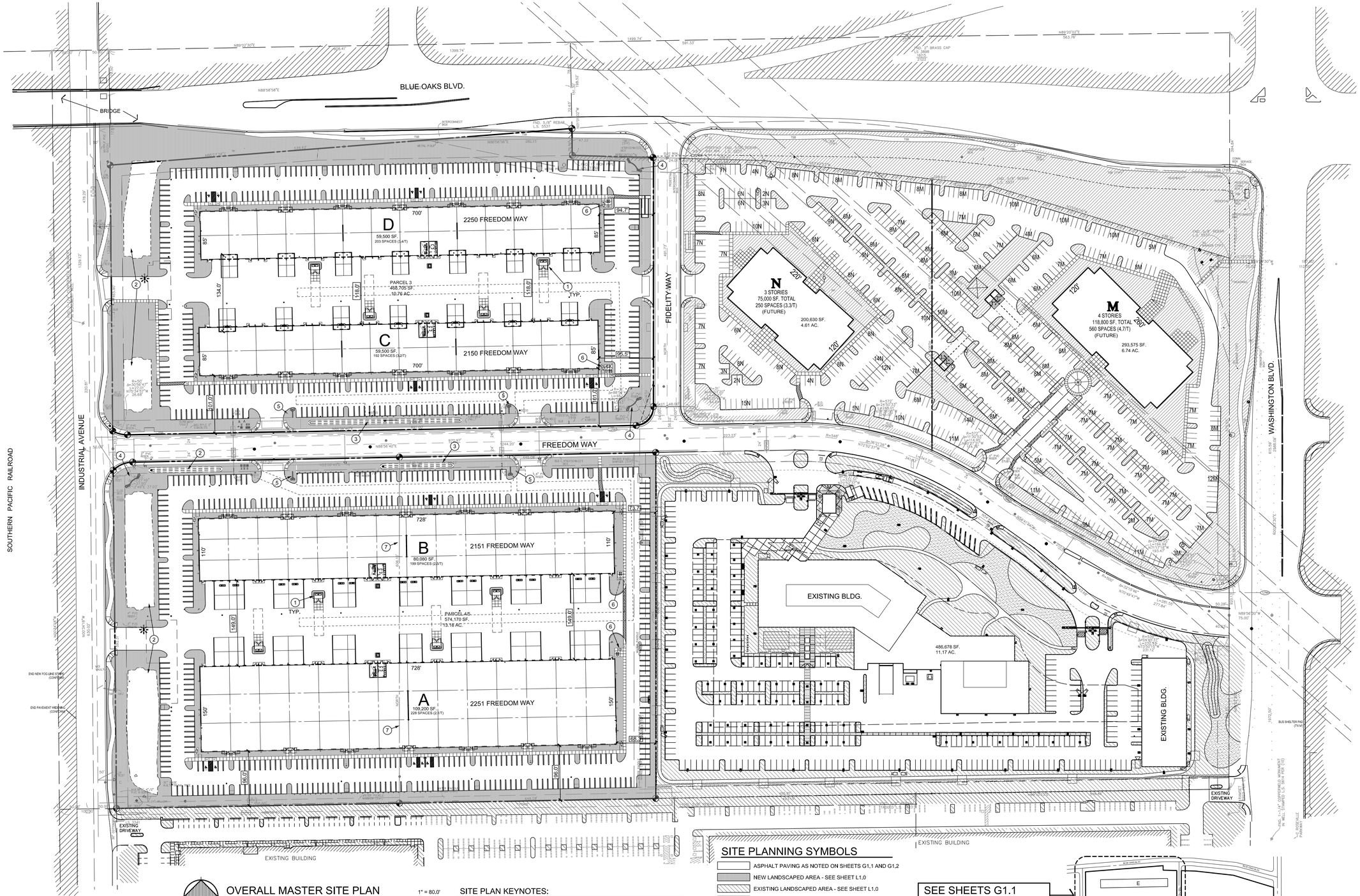


OVERALL MASTER SITE PLAN

1" = 80.0'

80 0 80 160 240

GENERAL NOTES:

1. PROPERTY LINE BEARINGS AND DISTANCES AS WELL AS SITE AREA CALCULATIONS ARE PROVIDED FOR ZONING AND PERMIT REVIEW ONLY. REAL PROPERTY LEGAL DESCRIPTIONS AND AREA CALCULATIONS ARE TO BE PROVIDED BY A REGISTERED PROFESSIONAL SURVEYOR.
2. SEE COVER SHEET (CVR1.0) FOR AREA SUMMARY TABLE.

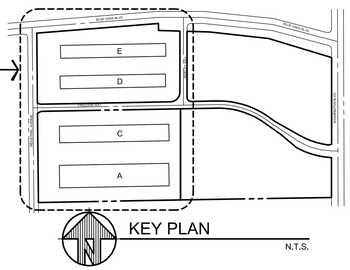
SITE PLAN KEYNOTES:

MARK	DESCRIPTION
1	NEW GARBAGE ENCLOSURES PER DETAIL 1 / G2.1.
2	EXISTING WATER QUALITY SWALES TO REMAIN. USE CAUTION TO PROTECT. SEE CIVIL PLANS FOR ADDITIONAL INFORMATION.
3	EXISTING WATER QUALITY SWALES TO BE MODIFIED. SEE GRADING AND UTILITY PLANS.
4	LARGE CURVED MONUMENT SIGN - SEE DETAIL SHEET G2.2.
5	SMALL STRAIGHT MONUMENT SIGN - SEE DETAIL SHEET G2.2.
6	CONCRETE PEDESTRIAN PLAZA WITH TABLE/UMBRELLA AND BENCH SURROUNDED BY LANDSCAPING.
7	EXISTING INTERIOR PROPERTY LINE TO BE REMOVED WITH LOT MERGER UNDER SEPARATE PERMIT SUBMITTAL. SEE LOT MERGER PLAN IN THIS SET.

SITE PLANNING SYMBOLS

- ASPHALT PAVING AS NOTED ON SHEETS G1,1 AND G1.2
- NEW LANDSCAPED AREA - SEE SHEET L1,0
- EXISTING LANDSCAPED AREA - SEE SHEET L1.0
- FUTURE LANDSCAPED AREA (NOT PART OF THIS PROJECT)
- 00.0' — CONTROL DIMENSION
- GARB. — GARBAGE ENCLOSURE - SEE DETAIL 1 / G2.1.
- STANDARD ACCESSIBLE PARKING STALL. 9.0' WIDE STALL WITH 6.0' WIDE STRIPED SIDE ACCESS. PROVIDE CODE APPROVED SIGN AT EACH STALL. SEE DETAIL 9 / G2.0.
- VAN — VAN ACCESSIBLE PARKING STALL. 9.0' WIDE STALL WITH 8.0' WIDE STRIPED SIDE ACCESS. PROVIDE CODE APPROVED SIGN AT EACH STALL. SEE DETAIL 9 / G2.0.
- 6 — NUMBER OF STANDARD PARKING STALLS 9.0' X 18.0'
- NEW SITE LIGHT POLE - SEE ELECTRICAL
- (6) SP. AT 9.0' = 54.0' — NUMBER AND WIDTH OF PARKING SPACES.
- PROPERTY LINES

SEE SHEETS G1.1 THRU G1.4 FOR ENLARGED SITE PLANS



KEY PLAN N.T.S.

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VLMK.COM

Schnitzer PROPERTIES

PROJECT NAME
BLUE OAKS COMMERCE CENTER (BOCC)

ADDRESS
2200 FREEDOM WAY
ROSEVILLE, CA.

REVISED MODIFIED STAGE I AND STAGE II INTAKE SET: 08-01-22

REVISIONS

△	DATE	DESCRIPTION

REGISTERED PROFESSIONAL ENGINEER
CHRISTIAN M. PALMATEER
No. 61597
Exp. 6/30/2023
CIVIL
STATE OF CALIFORNIA

DATE
DECEMBER 2021

SCALE	PROJ. NO.
AS NOTED	20210696
DRAWN	CHECKED
BGL	CMP

MASTER SITE PLAN

G1.0

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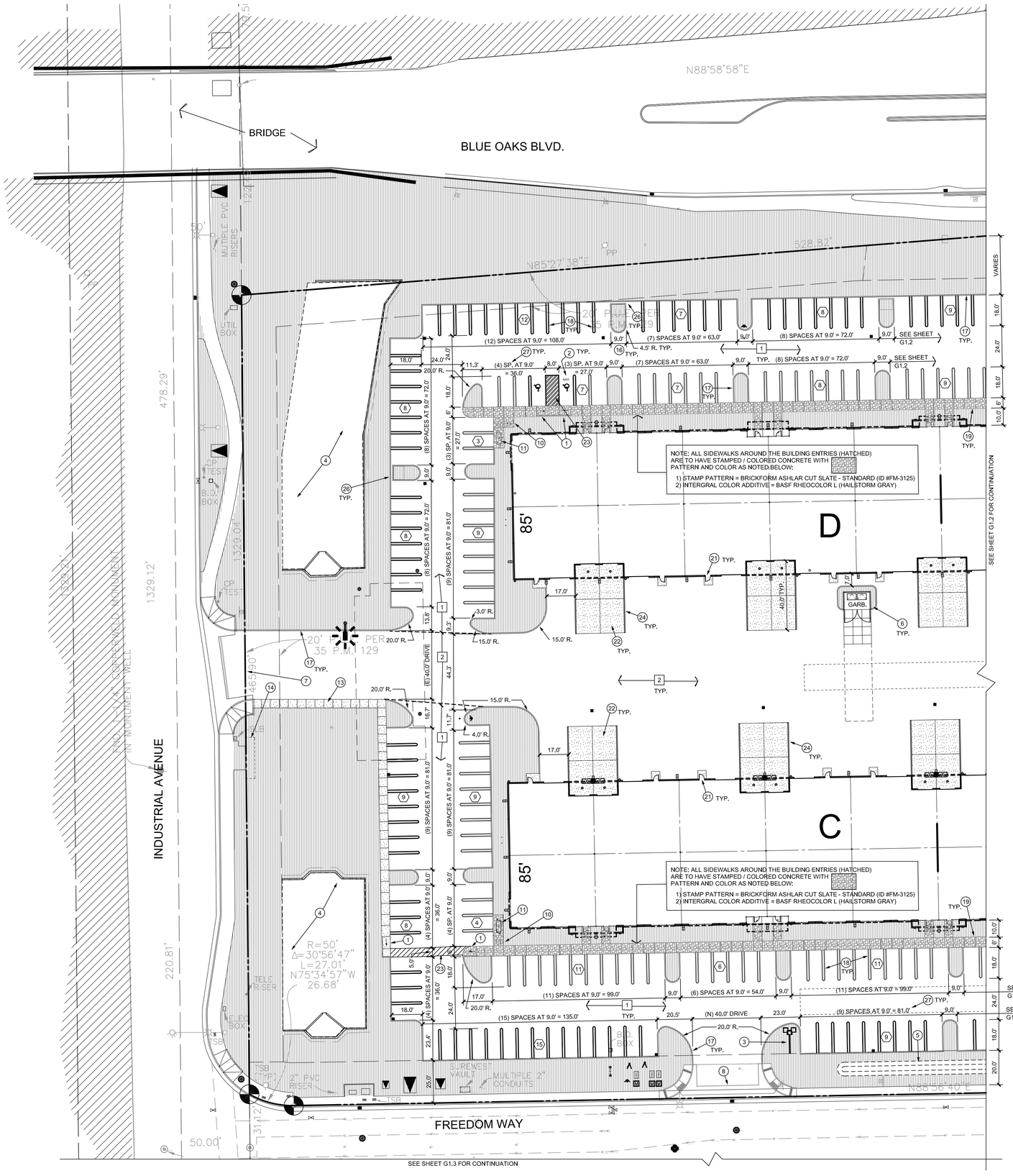

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SITE PLANNING SYMBOLS

- ASPHALT PAVING AS NOTED ON THIS SHEET
- NEW LANDSCAPED AREA - SEE SHEET L1.1
- EXISTING LANDSCAPED AREA - SEE SHEET L1.1
- FUTURE LANDSCAPED AREA (NOT PART OF THIS PROJECT)
- GARB. — GARBAGE ENCLOSURE - SEE DETAIL 1 / G2.1.
- STANDARD ACCESSIBLE PARKING STALL. 9.0' WIDE STALL WITH 6.0' WIDE STRIPED SIDE ACCESS. PROVIDE CODE APPROVED SIGN AT EACH STALL. SEE DETAIL 9 / G2.0.
- VAN ACCESSIBLE PARKING STALL. 9.0' WIDE STALL WITH 8.0' WIDE STRIPED SIDE ACCESS. PROVIDE CODE APPROVED SIGN AT EACH STALL. SEE DETAIL 9 / G2.0.
- (6) — NUMBER OF STANDARD PARKING STALLS 9.0' X 18.0'
- (6) EV — NUMBER OF ELECTRIC VEHICLE (EV) PARKING STALLS WITH CONDUIT FROM THE ADJACENT ELECTRICAL ROOM FOR FUTURE CHARGING STATIONS. SEE KEYNOTES 12 AND 15.
- (6) SP. AT 9.0' = 54.0' — NUMBER AND WIDTH OF PARKING SPACES.
- NEW SITE LIGHT POLE - SEE ELECTRICAL.

GENERAL NOTES:

1. PROPERTY LINE BEARINGS AND DISTANCES AS WELL AS SITE AREA CALCULATIONS ARE PROVIDED FOR ZONING AND PERMIT REVIEW ONLY. REAL PROPERTY LEGAL DESCRIPTIONS AND AREA CALCULATIONS ARE TO BE PROVIDED BY A REGISTERED PROFESSIONAL SURVEYOR.
2. SEE COVER SHEET (CVR1.0) FOR AREA SUMMARY TABLE.
3. SEE SHEET G1.0 FOR OVERALL MASTER SITE PLAN.
4. SEE SHEET G1.0 FOR ALL CONTROL DIMENSIONS.

PAVEMENT SECTIONS (NON AMENDED SOIL):

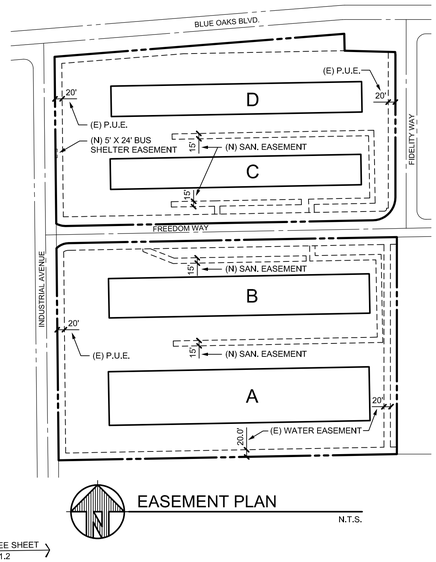
(BASED ON 20 YEAR DESIGN LIFE FROM GEO REPORT, DATED 09/23/2005)

1. CAR PARKING AND AISLE - 3.0" A.C. PAVING OVER 9" CRUSHED ROCK OVER COMPACTED SUBGRADE.
2. HEAVY TRUCK MANEUVERING - 4.0" A.C. PAVING OVER 15.5" CRUSHED ROCK OVER COMPACTED SUBGRADE.

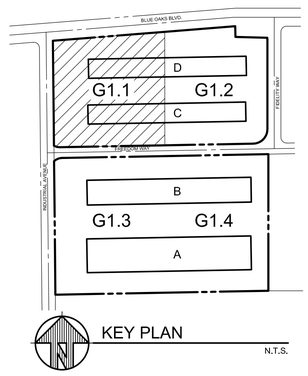
NOTE:
ALL PARKING DIMENSIONS ARE SHOWN AS A NOMINAL 9.0' MODULE (12 SPACES AT 9' = 108'). HOWEVER DUE TO THE END SPACES BEING 9.0' (CURB TO STRIPE) AND THE REST BEING 9.0' CENTER OF STRIPE TO CENTER OF STRIPE, THE OVERALL DIMENSION IS LONGER THAN 108'. PLEASE SEE DETAIL 7 / G2.3 FOR ADDITIONAL INFORMATION.

SITE PLAN KEYNOTES:

MARK	DESCRIPTION (NOTE: NOT ALL KEYNOTES APPREAR ON EACH SHEET SEE ALL (4) SHEETS FOR LOCATIONS OF NOTES.
1	SIDEWALK RAMP. 1:12 MAXIMUM SLOPE. PROVIDE CODE APPROVED DETECTABLE WARNING. SEE DETAIL 2 / G2.0.
2	ACCESSIBLE PARKING SPACES WHERE SHOWN. SEE DETAIL 9 / G2.0. SHEETS AND NOTES BELOW.
3	NEW MONUMENT SIGN PER DETAILS ON SHEET G2.2. PROVIDE (2) 1-INCH DIA. CONDUITS TO THIS LOCATION FROM THE ELECTRICAL ROOM. SEE ELECTRICAL FOR LIGHTS.
4	EXISTING STORM WATER SWALES TO REMAIN. SEE UTILITY PLANS FOR ADDITIONAL INFORMATION.
5	EXISTING STORM WATER SWALES TO BE MODIFIED. SEE UTILITY PLANS FOR ADDITIONAL INFORMATION.
6	GARBAGE ENCLOSURE WITH 65-FEET CLEARANCE IN FRONT. SEE DETAIL SHEET G2.1.
7	EXISTING DRIVEWAY TO REMAIN. USE CAUTION TO PROTECT.
8	NEW DRIVEWAY PER CITY STANDARD DETAILS.
9	CONCRETE PEDESTRIAN AREA WITH TABLES / UMBRELLAS AND BENCHES - SEE DETAIL 3 / G2.3.
10	SHORT TERM BIKE PARKING (RACK ON CONCRETE PAD) PER DETAIL 6 / G2.0. (2) BIKES AT EACH LOCATION.
11	LONG TERM BIKE PARKING (LOCKED LOCKERS ON CONCRETE PAD) PER DETAIL 4 / G2.3. (2) BIKES AT EACH LOCATION.
12	ELECTRIC VEHICLE (EV) PARKING STALL. PROVIDE (1) 4-INCH CONDUIT FROM NEAREST ELECTRICAL ROOM TO PARKING STALL FOR FUTURE CHARGING STATION. ALSO SEE KEYNOTE 15.
13	NEW 5-FOOT WIDE SIDEWALK TO EXISTING BUS SHELTER CONCRETE PAD AT STREET.
14	NEW 5.0' X 24.0' BUS SHELTER EASEMENT (ONSITE) ADJACENT TO THE EXISTING CONCRETE BUS SHELTER PAD THAT IS IN THE RIGHT OF WAY.
15	EACH PARKING STALL INDICATED WITH A BOX IN FRONT IS TO BE DESIGNATED WITH THE WORDS "CLEAN AIR / CARPOOL / EV" PAINTED IN EACH STALL TO MEET CITY REQUIREMENTS. THERE APPROX. (25) SPACES PER BUILDING. ALSO SEE KEYNOTE 12.
16	9.0' WIDE LANDSCAPE ISLANDS. SEE LANDSCAPE PLANS.
17	POURED-IN-PLACE CONCRETE CURB. LOCATE AROUND ALL LANDSCAPE AREAS AS SHOWN (U.N.O.), 5.0' TYPICAL CURB RADIUS AT CORNERS (U.N.O.), SEE DETAIL 3 / G2.0.
18	3" WIDE PAINT STRIPE, DOUBLE AT EACH STALL - SEE DETAIL 11 / G2.0.
19	NEW CONCRETE SIDEWALK. SEE DETAIL 1 / G2.0.
20	TRANSFORMER PAD AND BOLLARDS - COORDINATE WITH ELECTRICAL.
21	5.0' X 5.0' MIN. CONCRETE LANDING (4" THICK - UNREINFORCED).
22	LOADING DOCK CONCRETE SLAB. 7-INCH THICK UNREINFORCED CONCRETE OVER 6 INCHES COMPACTED CRUSHED ROCK OVER COMPACTED SUBGRADE.
23	PAINT STRIPING (3" WIDE AT 2.0' O.C.) DENOTING PEDESTRIAN ACCESS WALKWAY OR NO PARKING.
24	LOADING DOCK RETAINING WALL WITH GUARDRAIL - SEE DETAIL 10 / G2.0.
25	12" CONCRETE BACKER CURB - SEE DETAIL 4 / G2.0.
26	CURB CUT AT BACK OF LANDSCAPE ISLAND - SEE GRADING PLANS AND DETAIL 6 / G2.3.
27	SEE NOTE ON THIS SHEET REGARDING PARKING DIMENSIONS.
28	EXISTING INTERIOR PROPERTY LINE TO BE REMOVED WITH LOT MERGER UNDER SEPARATE PERMIT SUBMITTAL. SEE LOT MERGER PLAN IN THIS SET.



EASEMENT PLAN
N.T.S.



KEY PLAN
N.T.S.

SITE PLAN NW
1" = 30.0'
30 0 30 60 90

VLMK
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Schnitzer PROPERTIES

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REVISED MODIFIED STAGE I AND STAGE II INTAKE SET: 08-01-22

REVISIONS

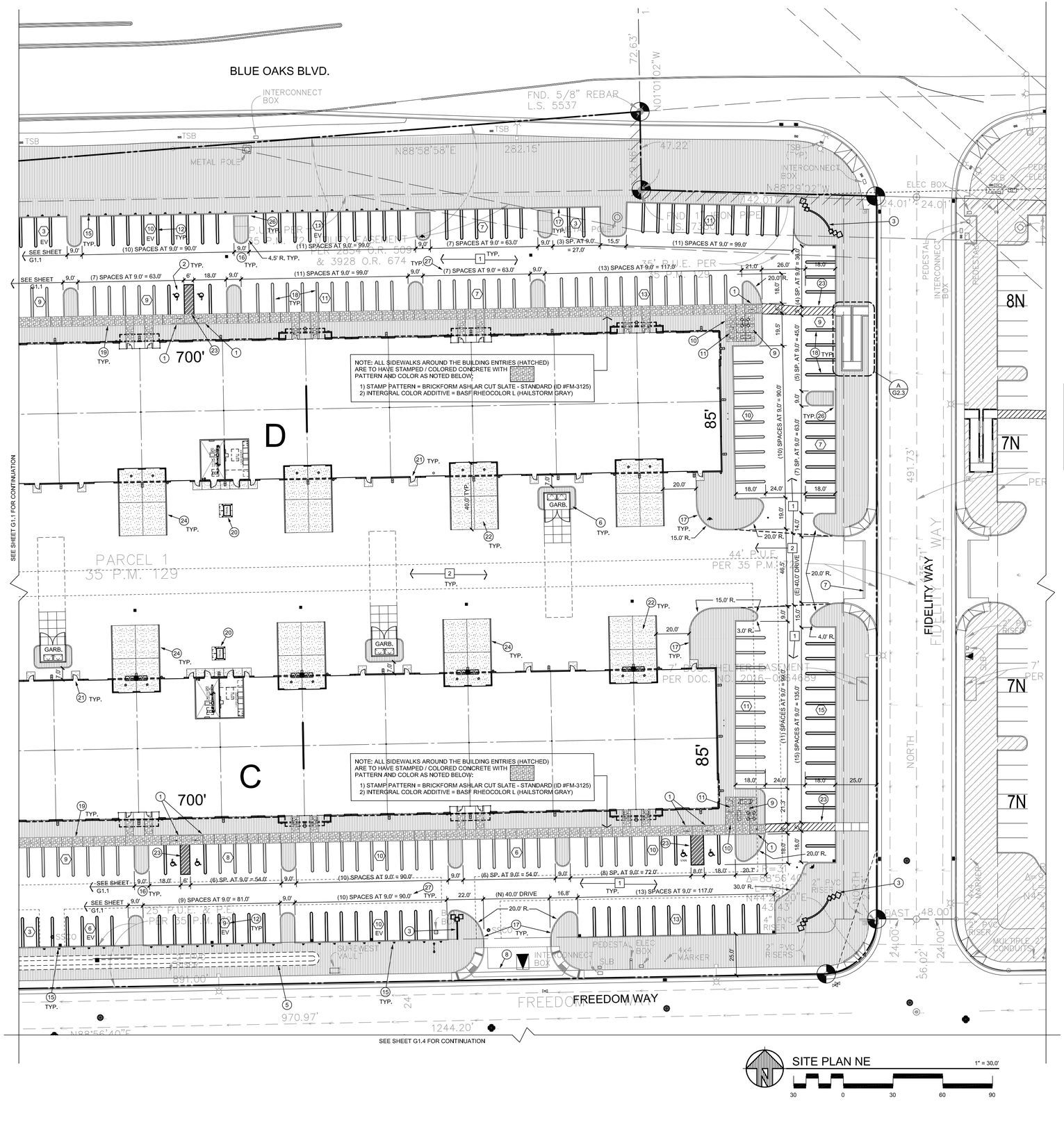
	DATE	DESCRIPTION

REGISTERED PROFESSIONAL ENGINEER
CHRISTIAN M. PALMATEER
No. 61597
Exp. 6/30/2023
CIVIL
STATE OF CALIFORNIA

DATE	DECEMBER 2021	
SCALE	AS NOTED	PROJ. NO. 20210696
DRAWN	BGL	CHECKED CMP

SITE PLAN NW

G1.1



SITE PLANNING SYMBOLS

- ASPHALT PAVING AS NOTED ON THIS SHEET
- NEW LANDSCAPED AREA - SEE SHEET L1.1
- EXISTING LANDSCAPED AREA - SEE SHEET L1.1
- FUTURE LANDSCAPED AREA (NOT PART OF THIS PROJECT)
- GARB. — GARBAGE ENCLOSURE - SEE DETAIL 1 / G2.1.
- STANDARD ACCESSIBLE PARKING STALL. 9.0' WIDE STALL WITH 6.0' WIDE STRIPED SIDE ACCESS. PROVIDE CODE APPROVED SIGN AT EACH STALL, SEE DETAIL 9 / G2.0.
- VAN — VAN ACCESSIBLE PARKING STALL. 9.0' WIDE STALL WITH 8.0' WIDE STRIPED SIDE ACCESS. PROVIDE CODE APPROVED SIGN AT EACH STALL. SEE DETAIL 9 / G2.0.
- (6) — NUMBER OF STANDARD PARKING STALLS 9.0' X 18.0'
- (6) EV — NUMBER OF ELECTRIC VEHICLE (EV) PARKING STALLS WITH CONDUIT FROM THE ADJACENT ELECTRICAL ROOM FOR FUTURE CHARGING STATIONS, SEE KEYNOTES 12 AND 15.
- (6) SP. AT 9.0' = 54.0' — NUMBER AND WIDTH OF PARKING SPACES.
- NEW SITE LIGHT POLE - SEE ELECTRICAL.

GENERAL NOTES:

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2. SEE COVER SHEET (CVR1.0) FOR AREA SUMMARY TABLE.
3. SEE SHEET G1.0 FOR OVERALL MASTER SITE PLAN.
4. SEE SHEET G1.0 FOR ALL CONTROL DIMENSIONS.

PAVEMENT SECTIONS (NON AMENDED SOIL):

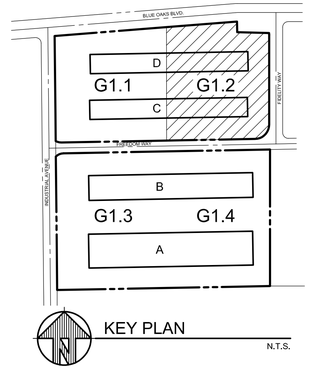
(BASED ON 20 YEAR DESIGN LIFE FROM GEO REPORT, DATED 09/23/2005)

1. CAR PARKING AND AISLE - 3.0" A.C. PAVING OVER 9" CRUSHED ROCK OVER COMPACTED SUBGRADE.
2. HEAVY TRUCK MANEUVERING - 4.0" A.C. PAVING OVER 15.5" CRUSHED ROCK OVER COMPACTED SUBGRADE.

NOTE:
ALL PARKING DIMENSIONS ARE SHOWN AS A NOMINAL 9.0' MODULE (12 SPACES AT 9' = 108'). HOWEVER DUE TO THE END SPACES BEING 9.0' (CURB TO STRIPE) AND THE REST BEING 9.0' CENTER OF STRIPE TO CENTER OF STRIPE, THE OVERALL DIMENSION IS LONGER THAN 108'. PLEASE SEE DETAIL 7 / G2.3 FOR ADDITIONAL INFORMATION.

SITE PLAN KEYNOTES:

MARK	DESCRIPTION (NOTE: NOT ALL KEYNOTES APPREAR ON EACH SHEET SEE ALL (4) SHEETS FOR LOCATIONS OF NOTES.)
1	SIDEWALK RAMP. 1:12 MAXIMUM SLOPE. PROVIDE CODE APPROVED DETECTABLE WARNING. SEE DETAIL 2 / G2.0.
2	ACCESSIBLE PARKING SPACES WHERE SHOWN. SEE DETAIL 9 / G2.0. SHEETS AND NOTES BELOW.
3	NEW MONUMENT SIGN PER DETAILS ON SHEET G2.2. PROVIDE (2) 1-INCH DIA. CONDUITS TO THIS LOCATION FROM THE ELECTRICAL ROOM. SEE ELECTRICAL FOR LIGHTS.
4	EXISTING STORM WATER SWALES TO REMAIN. SEE UTILITY PLANS FOR ADDITIONAL INFORMATION.
5	EXISTING STORM WATER SWALES TO BE MODIFIED. SEE UTILITY PLANS FOR ADDITIONAL INFORMATION.
6	GARBAGE ENCLOSURE WITH 65-FEET CLEARANCE IN FRONT. SEE DETAIL SHEET G2.1.
7	EXISTING DRIVEWAY TO REMAIN. USE CAUTION TO PROTECT.
8	NEW DRIVEWAY PER CITY STANDARD DETAILS.
9	CONCRETE PEDESTRIAN AREA WITH TABLES / UMBRELLAS AND BENCHES - SEE DETAIL 3 / G2.3.
10	SHORT TERM BIKE PARKING (RACK ON CONCRETE PAD) PER DETAIL 6 / G2.0. (2) BIKES AT EACH LOCATION.
11	LONG TERM BIKE PARKING (LOCKED LOCKERS ON CONCRETE PAD) PER DETAIL 4 / G2.3. (2) BIKES AT EACH LOCATION.
12	ELECTRIC VEHICLE (EV) PARKING STALL. PROVIDE (1) 4-INCH CONDUIT FROM NEAREST ELECTRICAL ROOM TO PARKING STALL FOR FUTURE CHARGING STATION. ALSO SEE KEYNOTE 15.
13	NEW 5-FOOT WIDE SIDEWALK TO EXISTING BUS SHELTER CONCRETE PAD AT STREET.
14	NEW 5.0' X 24.0' BUS SHELTER EASEMENT (ONSITE) ADJACENT TO THE EXISTING CONCRETE BUS SHELTER PAD THAT IS IN THE RIGHT OF WAY.
15	EACH PARKING STALL INDICATED WITH A BOX IN FRONT IS TO BE DESIGNATED WITH THE WORDS "CLEAN AIR / CARPOOL / EV" PAINTED IN EACH STALL TO MEET CITY REQUIREMENTS. THERE APPROX. (25) SPACES PER BUILDING. ALSO SEE KEYNOTE 12.
16	9.0' WIDE LANDSCAPE ISLANDS. SEE LANDSCAPE PLANS.
17	POURED-IN-PLACE CONCRETE CURB. LOCATE AROUND ALL LANDSCAPE AREAS AS SHOWN (U.N.O.). 5.0' TYPICAL CURB RADIUS AT CORNERS (U.N.O.). SEE DETAIL 3 / G2.0.
18	3" WIDE PAINT STRIPE. DOUBLE AT EACH STALL - SEE DETAIL 11 / G2.0.
19	NEW CONCRETE SIDEWALK. SEE DETAIL 1 / G2.0.
20	TRANSFORMER PAD AND BOLLARDS - COORDINATE WITH ELECTRICAL.
21	5.0' X 5.0' MIN. CONCRETE LANDING (4" THICK - UNREINFORCED).
22	LOADING DOCK CONCRETE SLAB. 7-INCH THICK UNREINFORCED CONCRETE OVER 6 INCHES COMPACTED CRUSHED ROCK OVER COMPACTED SUBGRADE.
23	PAINT STRIPING (3" WIDE AT 2.0' O.C.) DENOTING PEDESTRIAN ACCESS WALKWAY OR NO PARKING.
24	LOADING DOCK RETAINING WALL WITH GUARDRAIL - SEE DETAIL 10 / G2.0.
25	12" CONCRETE BACKER CURB - SEE DETAIL 4 / G2.0.
26	CURB CUT AT BACK OF LANDSCAPE ISLAND - SEE GRADING PLANS AND DETAIL 6 / G2.3.
27	SEE NOTE ON THIS SHEET REGARDING PARKING DIMENSIONS.
28	EXISTING INTERIOR PROPERTY LINE TO BE REMOVED WITH LOT MERGER UNDER SEPARATE PERMIT SUBMITTAL. SEE LOT MERGER PLAN IN THIS SET.



SITE PLAN NE — 1" = 30.0'

30 0 30 60 90

VLMK
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3933 S Kelly Avenue
Portland, Oregon 97239
503.222.4453
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Schnitzer PROPERTIES

PROJECT NAME
BLUE OAKS COMMERCE CENTER (BOCC)

ADDRESS
2200 FREEDOM WAY
ROSEVILLE, CA.

REVISED MODIFIED STAGE I AND STAGE II INTAKE SET: 08-01-22

REVISIONS

△	DATE	DESCRIPTION

REGISTERED PROFESSIONAL ENGINEER
CHRISTIAN M. PALMATIER
No. 61597
Exp. 6/30/2023
CIVIL
STATE OF CALIFORNIA

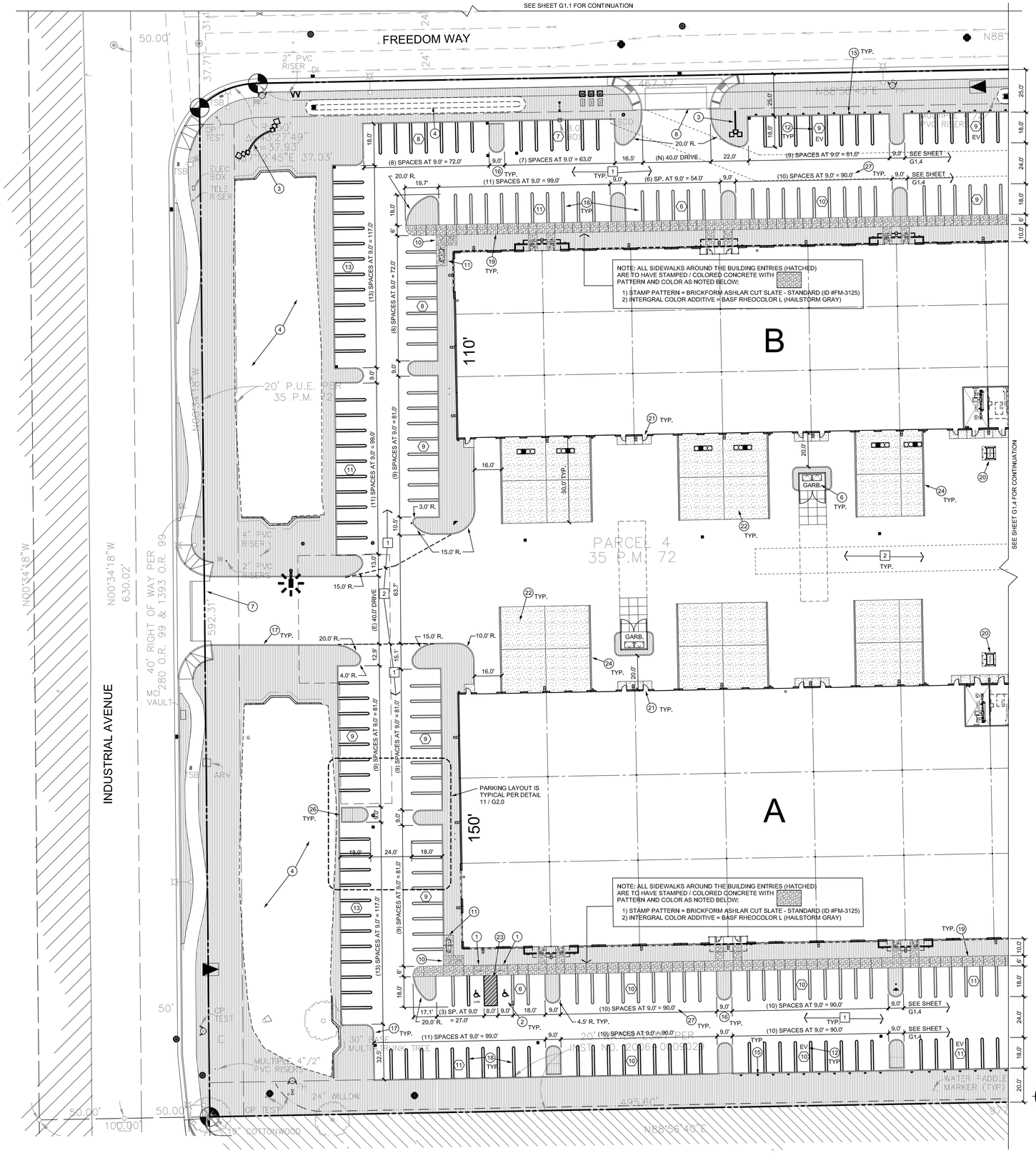
DATE: DECEMBER 2021

SCALE	PROJ. NO.
AS NOTED	20210696
DRAWN: BGL	CHECKED: CMP

SITE PLAN NE

G1.2

G:\Acad\2021\2021006\00-Drawings\020 G1.1-G1.4 SITE PLAN NW.dwg 7/26/2022 7:10 AM



SITE PLANNING SYMBOLS

- ASPHALT PAVING AS NOTED ON THIS SHEET
- NEW LANDSCAPED AREA - SEE SHEET L1.1
- EXISTING LANDSCAPED AREA - SEE SHEET L1.1
- FUTURE LANDSCAPED AREA (NOT PART OF THIS PROJECT)
- GARB. — GARBAGE ENCLOSURE - SEE DETAIL 1 / G2.1.
- STANDARD ACCESSIBLE PARKING STALL. 9.0' WIDE STALL WITH 6.0' WIDE STRIPED SIDE ACCESS. PROVIDE CODE APPROVED SIGN AT EACH STALL, SEE DETAIL 9 / G2.0.
- VAN — VAN ACCESSIBLE PARKING STALL. 9.0' WIDE STALL WITH 8.0' WIDE STRIPED SIDE ACCESS. PROVIDE CODE APPROVED SIGN AT EACH STALL. SEE DETAIL 9 / G2.0.
- (6) — NUMBER OF STANDARD PARKING STALLS 9.0' X 18.0'
- (6) EV — NUMBER OF ELECTRIC VEHICLE (EV) PARKING STALLS WITH CONDUIT FROM THE ADJACENT ELECTRICAL ROOM FOR FUTURE CHARGING STATIONS, SEE KEYNOTES 12 AND 15.
- (6) SP. AT 9.0' = 54.0' — NUMBER AND WIDTH OF PARKING SPACES.
- NEW SITE LIGHT POLE - SEE ELECTRICAL.

GENERAL NOTES:

1. PROPERTY LINE BEARINGS AND DISTANCES AS WELL AS SITE AREA CALCULATIONS ARE PROVIDED FOR ZONING AND PERMIT REVIEW ONLY. REAL PROPERTY LEGAL DESCRIPTIONS AND AREA CALCULATIONS ARE TO BE PROVIDED BY A REGISTERED PROFESSIONAL SURVEYOR.
2. SEE COVER SHEET (CVR1.0) FOR AREA SUMMARY TABLE.
3. SEE SHEET G1.0 FOR OVERALL MASTER SITE PLAN.
4. SEE SHEET G1.0 FOR ALL CONTROL DIMENSIONS.

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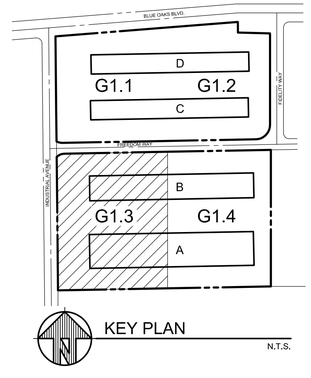

SITE PLAN SW 1" = 30.0'
30 0 30 60

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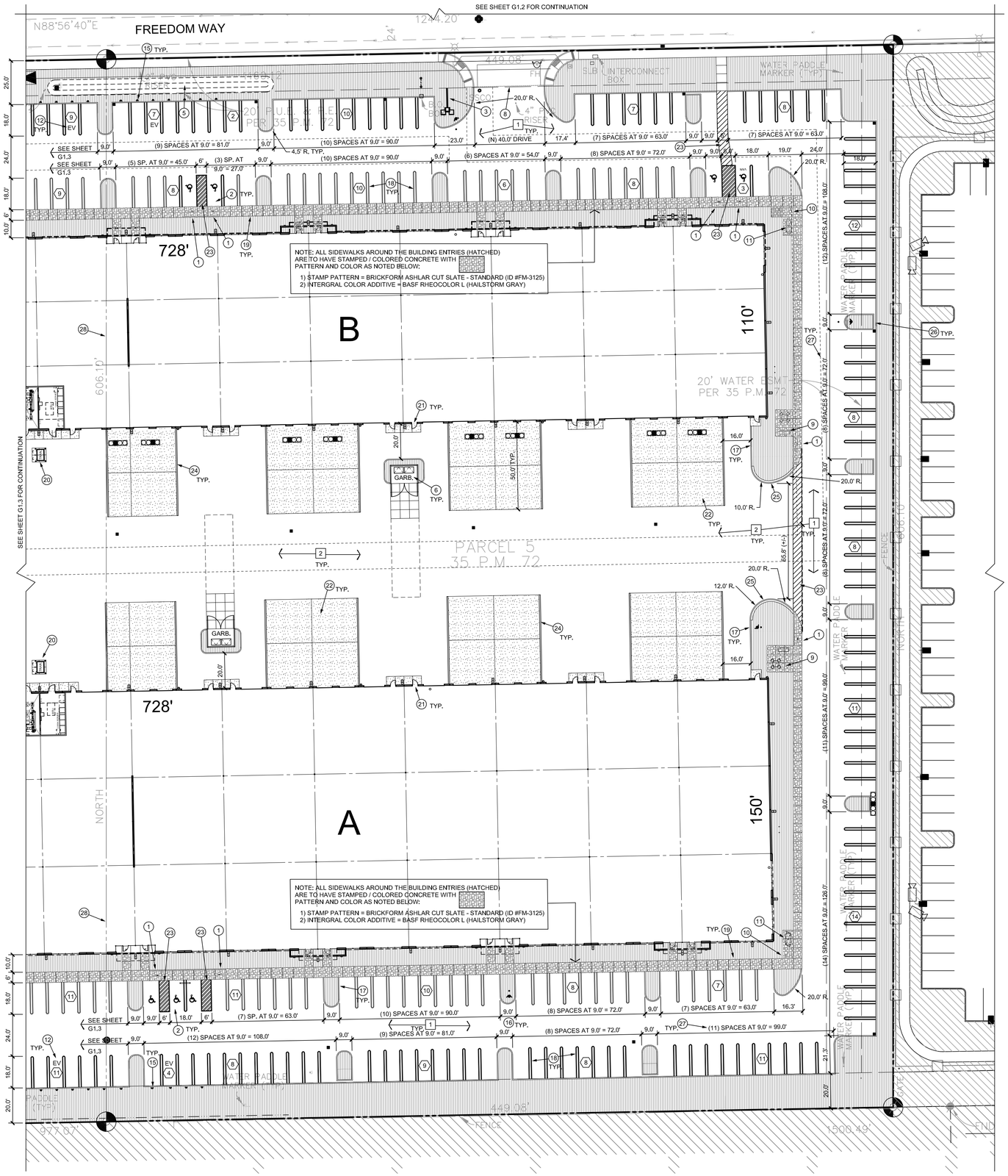
SITE PLAN SW

G1.3

G:\Acad\20211020210696\0-Drawings\020 G1.1-G1.4 SITE PLAN NV.dwg7/22/2022 12:32 PM



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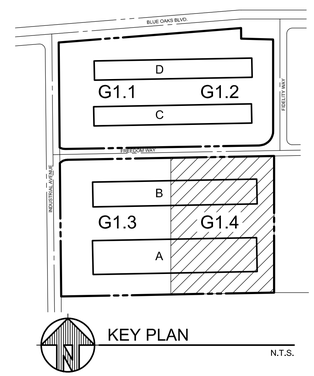
SITE PLAN SE — 1" = 30.0'

30 0 30 60 90



KEY PLAN — N.T.S.

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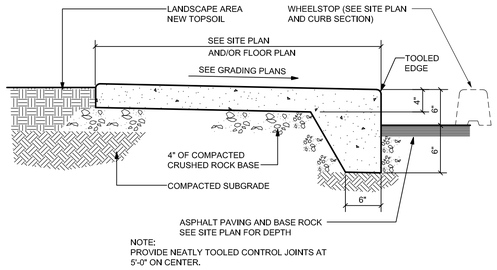
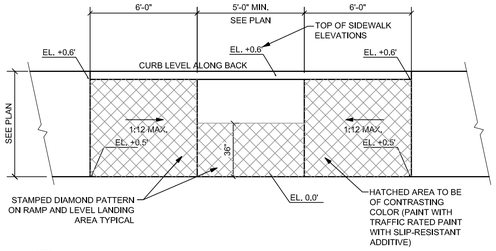
SITE PLAN SE

G1.4

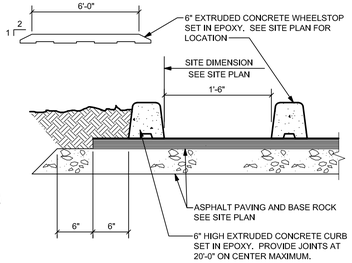
G:\Acad\2021\20210696\0-Drawings\020 G1.1-G1.4 SITE PLAN NW.dwg7/22/2022 12:33 PM



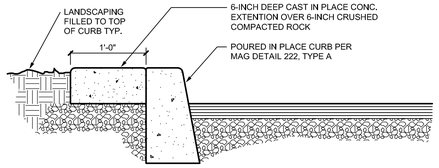
1 G2.0 TYPICAL SIDEWALK SECTION — GS103.dwg — 1" = 1'-0"



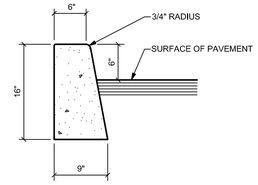
2 G2.0 SIDEWALK RAMP PLAN — GS106.dwg — 1/4" = 1'-0"



3 G2.0 TYPICAL CURB SECTION — GS100.dwg — 1" = 1'-0"



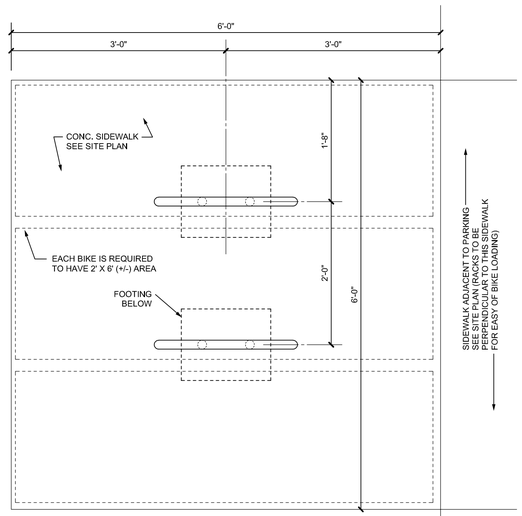
4 G2.0 BACKER CURB DETAIL — GS102.dwg — 1" = 1'-0"

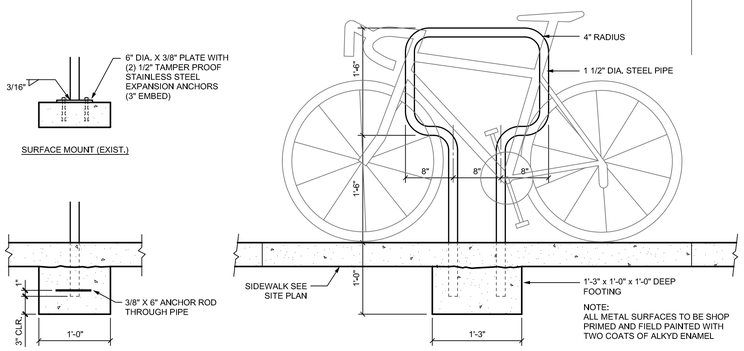


NOTES:
1. FACE BATTER NORMAL AS SHOWN FOR CURB TYPE.
2. JOINT SPACING:
   EXPANSION: 45' MAXIMUM AND AT ALL POINTS OF TANGENCY, COLD JOINTS AND STRUCTURES. EXPANSION JOINT TO BE 1/2" PRE-MOLDED, ASPHALT IMPREGNATED, NON-EXTRUDING MATERIAL OF SAME DIMENSION AS CURB.
   CONTRACTION: 15' MAXIMUM. CONTRACTION JOINTS TO BE 1" DEEP TOOLED OR FORMED AROUND PERIMETER AT CURB.
3. TOPS OF CURBS SHALL SLOPE TOWARD THE ROADWAY 1/8" IN 6".
4. USE 3,000 PSI CONCRETE, MAXIMUM 4" SLUMP.

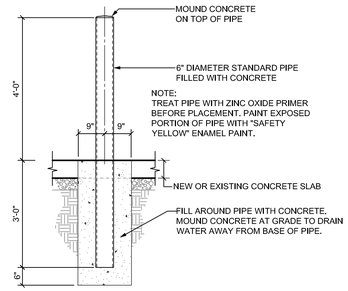
1" = 1'-0"

5 G2.0 SECTION AT CURB — GS101.dwg



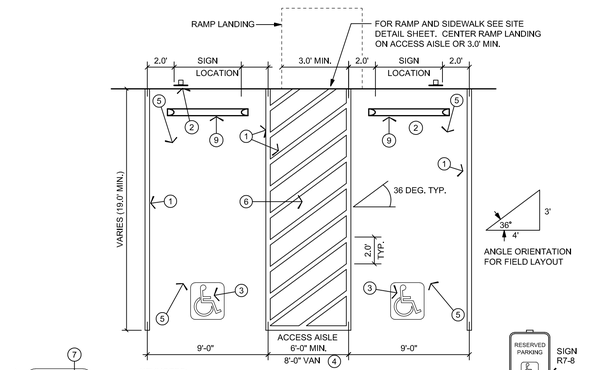


6 G2.0 BIKE RACK DETAIL (SHORT TERM) — GS110.dwg — 1/2" = 1'-0"



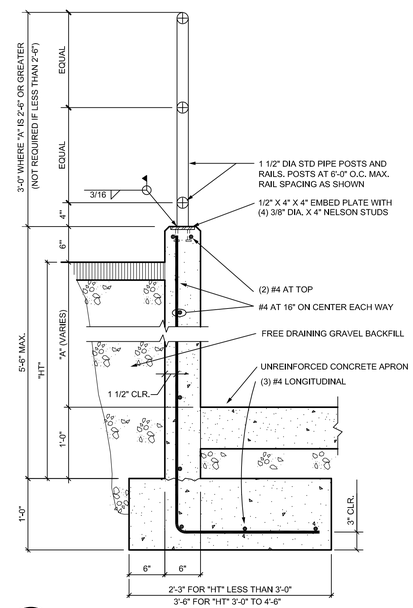
7 G2.0 TYPICAL BOLLARD — GS121A.dwg — 1/2" = 1'-0"

8 G2.0 NOT USED — N.T.S.



KEYNOTES:
1. 4" WIDE PAINT STRIPES - TYPICAL.
2. SIGNAGE DENOTING RESTRICTED PARKING PER R7-8. PROVIDE SIGN AT EACH PARKING SPACE. PROVIDE SIGN OR7-8C IF MORE THAN (5) SPACES PROVIDED.
3. INTERNATIONAL SYMBOL OF ACCESS REQUIRED AT EACH SPACE.
4. FIRST REQUIRED SPACE TO BE VAN ACCESSIBLE.
5. PAVING SLOPE NOT TO EXCEED 1:50 IN ANY DIRECTION AT HANDICAPPED PARKING SPACES AND LOADING AREA
6. THE ACCESS MUST BE LOCATED ON THE PASSENGER SIDE OF THE PARKING SPACE EXCEPT THAT TWO ADJACENT ACCESSIBLE PARKING SPACES MAY SHARE A COMMON ACCESS AISLE.
7. BACKGROUND (RETRO-REFLECTIVE BLUE).
8. PAINT STROKE (3" WIDE RETRO-REFLECTIVE WHITE).
9. CONCRETE WHEELSTOP - SEE SITE DETAIL SHEET.
10. WHEELCHAIR SIGNAGE REQUIRED WHERE FIVE (5) OR MORE DISABLED PARKING SPACES ARE REQUIRED. POST SIGN IN SPACE DESIGNATED "VAN" ACCESSIBLE AS SHOWN.

9 G2.0 ACCESSIBLE PARKING — GS104.dwg — 3/16" = 1'-0"



10 G2.0 RETAINING WALL — GS118.dwg — 1" = 1'-0"

VLMK
ENGINEERING + DESIGN
3933 S Kelly Avenue
Portland, Oregon 97239
503.222.4453
VLMK.COM

Schnitzer PROPERTIES

PROJECT NAME
BLUE OAKS COMMERCE CENTER (BOCC)

ADDRESS
2200 FREEDOM WAY
ROSEVILLE, CA.

REVISED MODIFIED STAGE I AND STAGE II INTAKE SET: 08-01-22

REVISIONS

	DATE	DESCRIPTION

REGISTERED PROFESSIONAL ENGINEER
CHRISTIAN M. PALMATEER
No. 61597
Exp. 6/30/2023
CIVIL
STATE OF CALIFORNIA

DATE: DECEMBER 2021

SCALE	PROJ. NO.
AS NOTED	20210696
DRAWN: BGL	CHECKED: CMP

SITE DETAILS

G2.0

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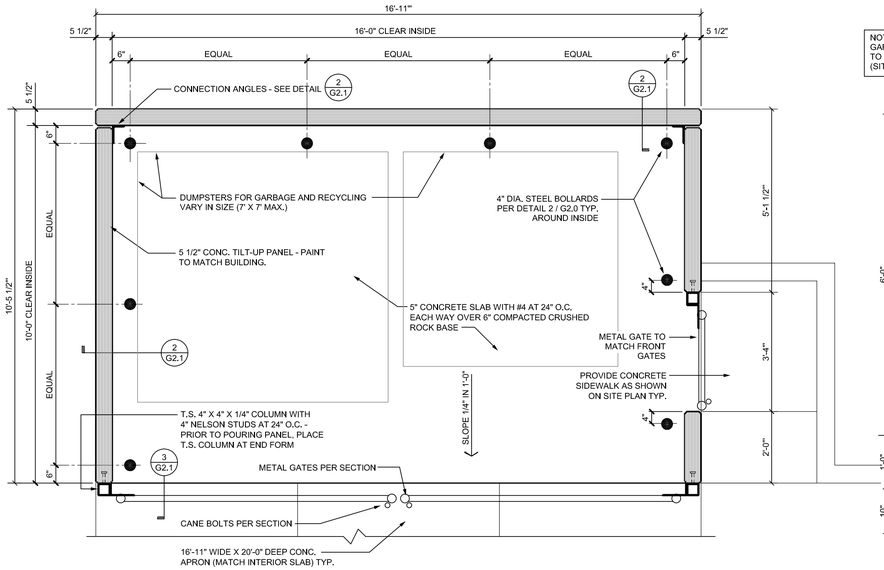
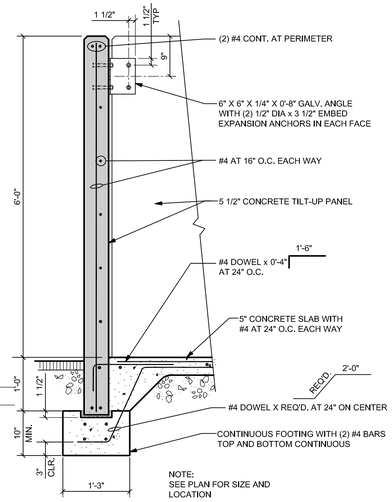
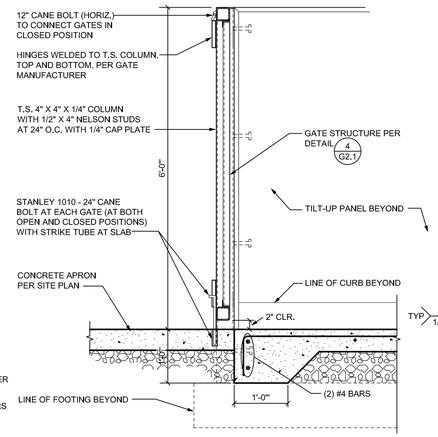


1 G2.1 GARBAGE ENCLOSURE PLAN — GS114.dwg — 1/2" = 1'-0"

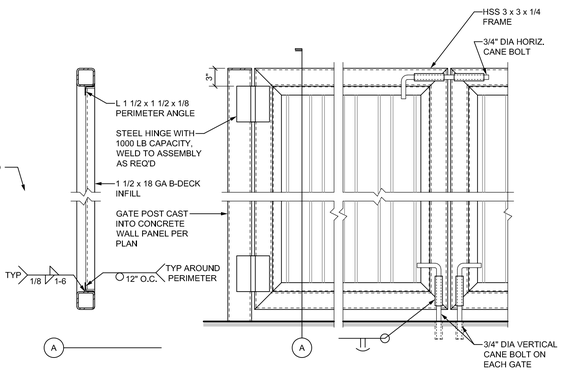
NOTE:
GARBAGE ENCLOSURE TO BE PAINTED TO MATCH BUILDING BODY COLOR (SITE WHITE)



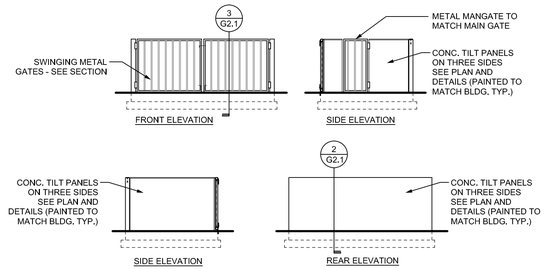
2 G2.1 GARBAGE ENCLOSURE WALL SECTION — GS115.dwg — 3/4" = 1'-0"



3 G2.1 GATE SECTION AT METAL — GS116 — 3/4" = 1'-0"



4 G2.1 GATE SECTION AT METAL — GS124.dwg — 1" = 1'-0"



5 G2.1 GARBAGE ENCLOSURE ELEVATIONS — GARB-ELEVS.dwg — 1/8" = 1'-0"

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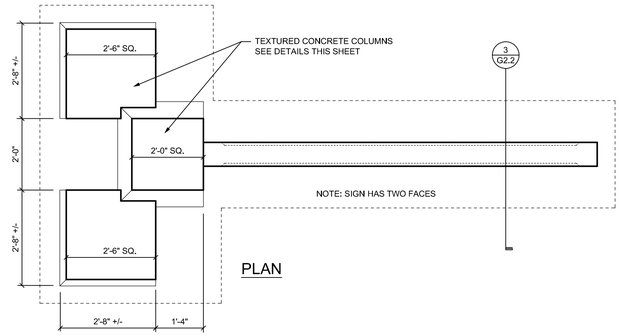
AS NOTED	20210696
DRAWN	CHECKED
BGL	CMP

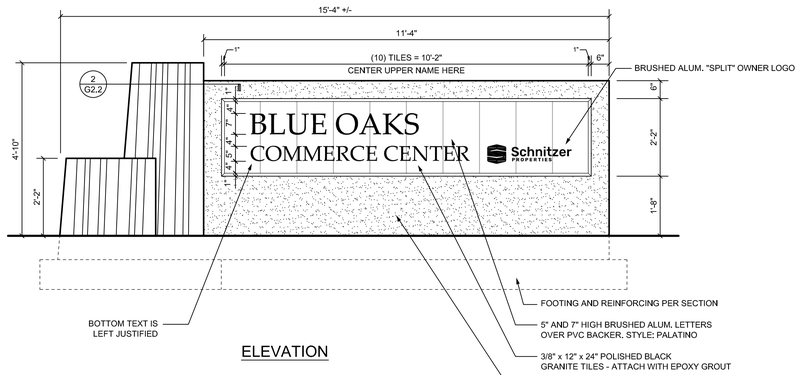
SITE DETAILS (GARBAGE ENCLOSURES)

G2.1

G:\Acad\2021\20210696\0-Drawings\020 G2.0-G2.2 SITE DETAILS.dwg 7/25/2022 2:08 PM



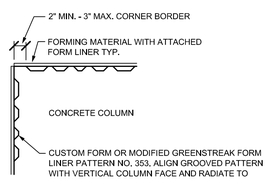
PLAN



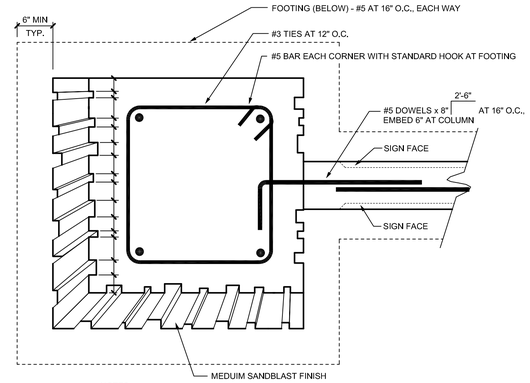
ELEVATION

1 G2.2 MONUMENT SIGN DETAIL

ELEV-FLAG.dwg 1/2" = 1'-0"



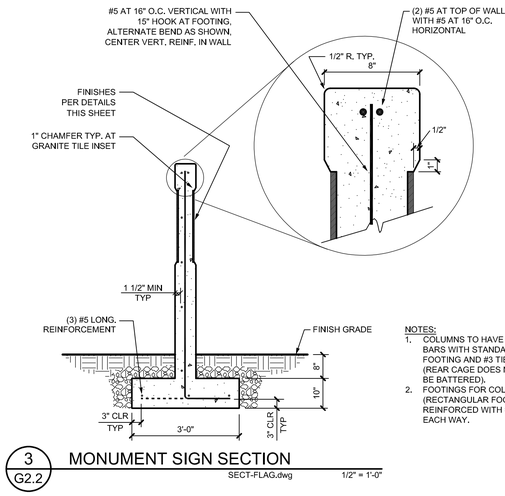
COLUMN PATTERN PLAN VIEW



NOTES
1. REFER TO ELEVATION AND PLAN VIEWS FOR COLUMN DIMENSIONS.
2. GROOVE WIDTHS: 1" MINIMUM, 3" MAXIMUM, RANDOM SPACING.
3. GROOVE DEPTHS: 3/4" TO 1 1/2", RANDOM SPACING.
4. BATTER IS 1" PER VERTICAL FOOT FOR ALL COLUMNS, U.O.N.
5. MAINTAIN 1 1/2" (MIN) COVER AT ALL COLUMN AND WALL REINFORCING. AT FOOTINGS, INCREASE COVER TO 3".
6. ALL FINISHED CONCRETE TO BE SEALED.

2 G2.2 MONUMENT SIGN PLAN

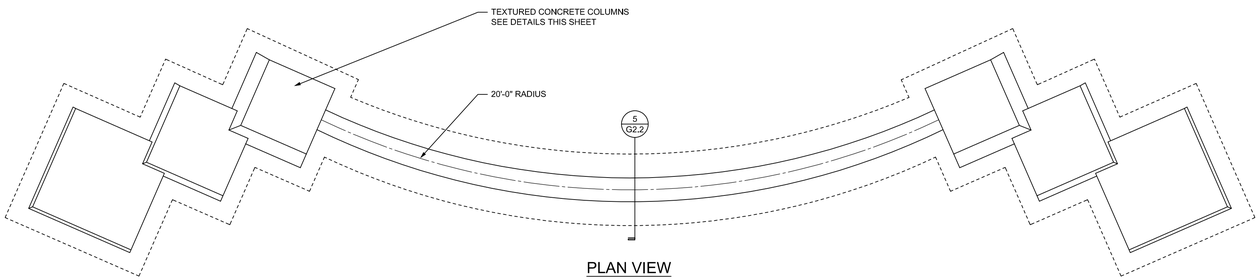
PLAN-FLAG.dwg 1" = 1'-0"



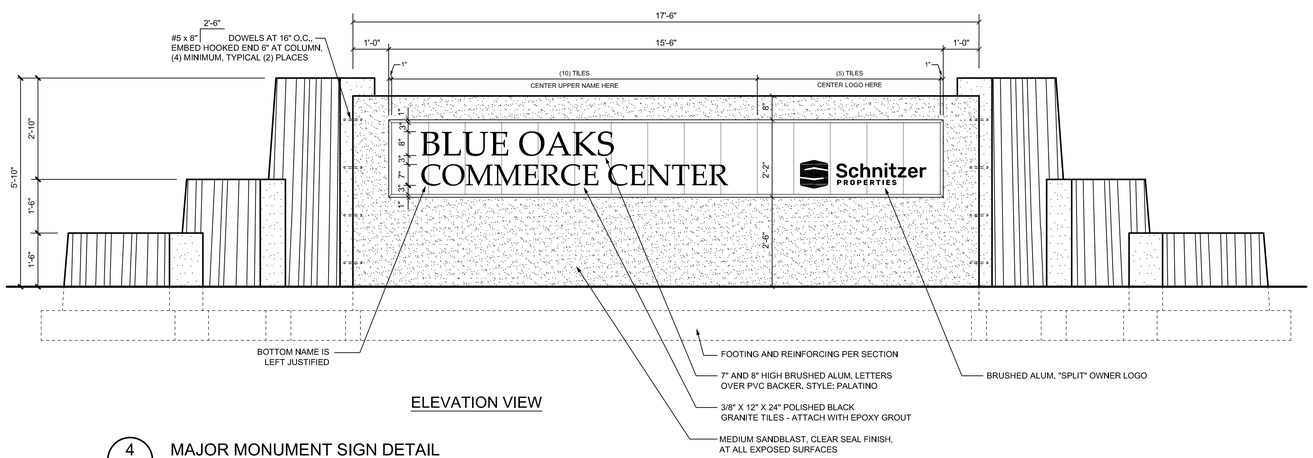
NOTES:
1. COLUMNS TO HAVE (4) #5 CORNER BARS WITH STANDARD HOOK AT FOOTING AND #3 TIES AT 12" O.C. (REAR CAGE DOES NOT HAVE TO BE BATTERED).
2. FOOTINGS FOR COLUMNS (RECTANGULAR FOOTING) TO BE REINFORCED WITH #5 AT 16" O.C., EACH WAY.

3 G2.2 MONUMENT SIGN SECTION

SECT-FLAG.dwg 1/2" = 1'-0"



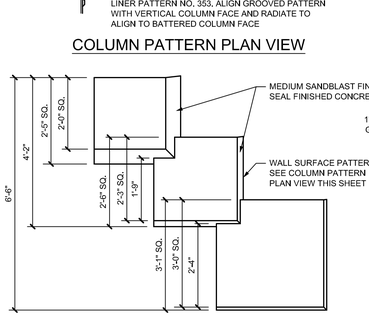
PLAN VIEW



ELEVATION VIEW

4 G2.2 MAJOR MONUMENT SIGN DETAIL

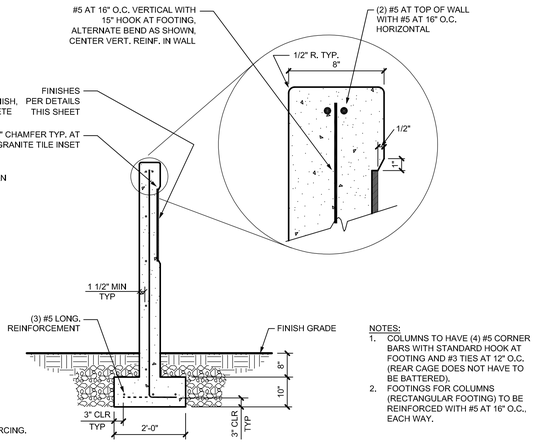
ELEV-CURVED.dwg 1/2" = 1'-0"



COLUMN PATTERN PLAN VIEW

COLUMN PLAN VIEW

NOTES
1. REFER TO ELEVATION FOR ADDITIONAL COLUMN DIMENSIONS.
2. GROOVE WIDTHS: 1" MINIMUM, 3" MAXIMUM, RANDOM SPACING.
3. GROOVE DEPTHS: 3/4" TO 1 1/2", RANDOM SPACING.
4. BATTER IS 1" PER VERTICAL FOOT FOR ALL COLUMNS, U.O.N.
5. MAINTAIN 1 1/2" (MIN) COVER AT ALL COLUMN AND WALL REINFORCING. AT FOOTINGS, INCREASE COVER TO 3".
6. ALL FINISHED CONCRETE TO BE SEALED.



NOTES:
1. COLUMNS TO HAVE (4) #5 CORNER BARS WITH STANDARD HOOK AT FOOTING AND #3 TIES AT 12" O.C. (REAR CAGE DOES NOT HAVE TO BE BATTERED).
2. FOOTINGS FOR COLUMNS (RECTANGULAR FOOTING) TO BE REINFORCED WITH #5 AT 16" O.C., EACH WAY.

5 G2.2 MONUMENT SIGN SECTION

SECT-CURVED.dwg 1/2" = 1'-0"

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Portland, Oregon 97239
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Schnitzer PROPERTIES

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ROSEVILLE, CA.

REVISED MODIFIED STAGE I AND STAGE II INTAKE SET: 08-01-22

REVISIONS

	DATE	DESCRIPTION
2		

REGISTERED PROFESSIONAL ENGINEER
CHRISTIAN M. PALMATIER
No. 61597
Exp. 6/30/2023
CIVIL
STATE OF CALIFORNIA

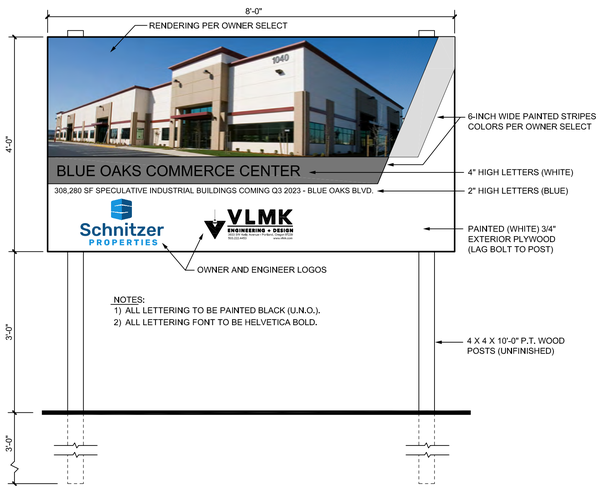
DATE
DECEMBER 2021

SCALE	PROJ. NO.
AS NOTED	20210696
DRAWN	CHECKED
BGL	CMP

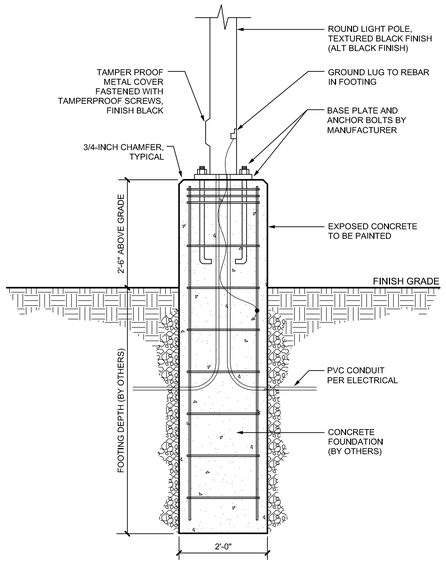
SITE DETAILS (MONUMENT SIGNS)

G2.2

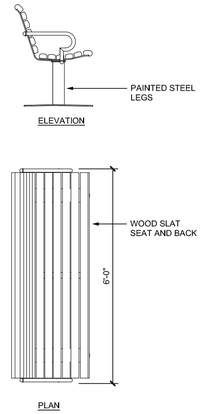
G:\Acad\2021\20210696\0-Drawings\020 G2.0-G2.2 SITE DETAILS.dwg7/25/2022 2:09 PM

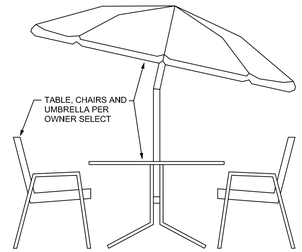


1 G2.3 PROJECT SIGN DETAIL
GS120.dwg 3/4" = 1'-0"



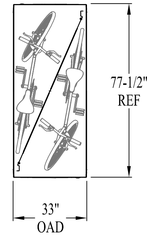
2 G2.3 LIGHT POLE BASE DETAIL
LIGHT-POLE-BASE.dwg 1" = 1'-0"



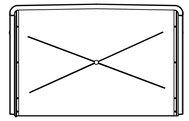


3 G2.3 PEDESTRIAN AREA DETAIL
benches.dwg 1/2" = 1'-0"

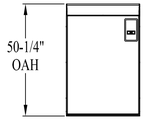
EcoPark SM M02 Locker Bank
(1) Units = (2) Bike Capacity



CycleSafe
5211 CASCADE ROAD - SUITE 210
GRAND RAPIDS, MI 49546
www.cyclesafe.com

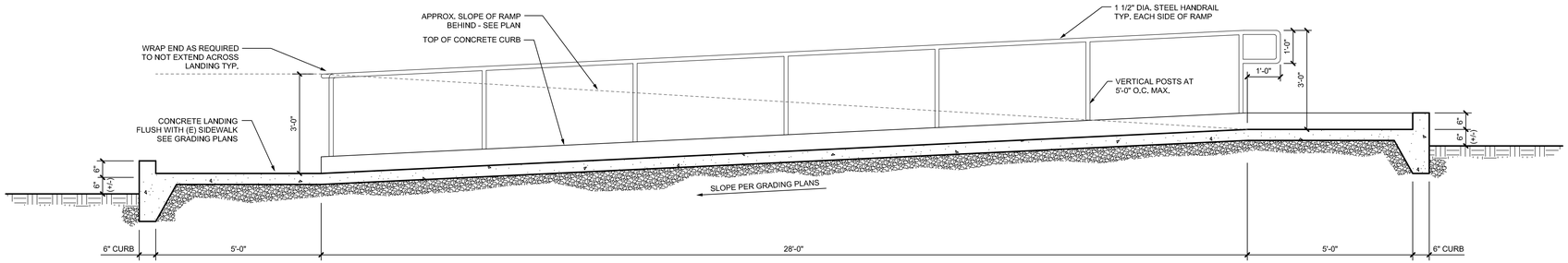


2-Door M02 Assembly Side

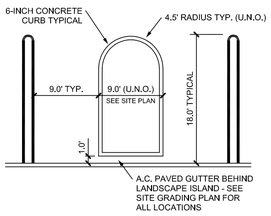


2-Door M02 Assembly Front

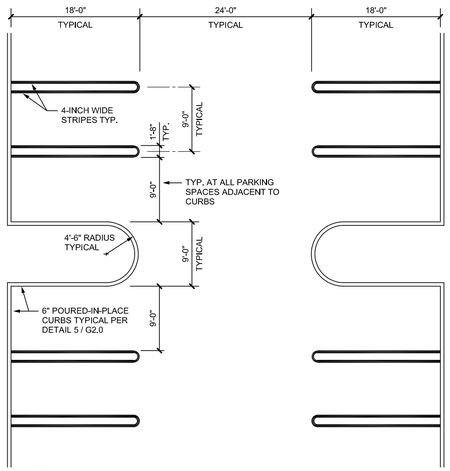
4 G2.3 BIKE LOCKER DETAIL (LONG TERM)
EcoPark-Detail2.dwg 1/4" = 1'-0"



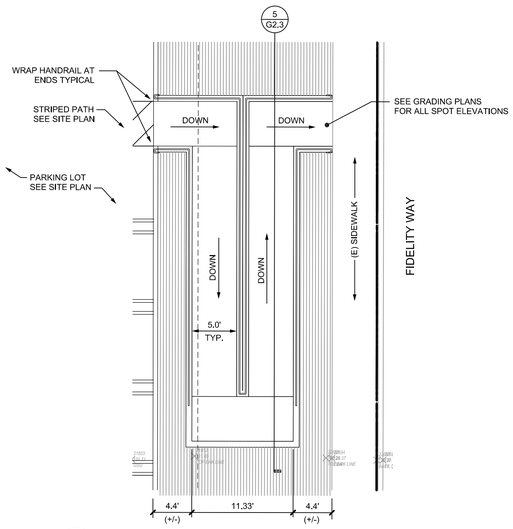
5 G2.3 ADA RAMP SECTION
RAMP-SECT1.dwg 1/2" = 1'-0"



6 G2.3 CURB CUT DETAIL
CURB-CUT.dwg 1" = 10'-0"



7 G2.3 PARKING SPACE DETAIL
PARKING-SPACE.dwg 1" = 10'-0"



A G2.3 ADA RAMP PLAN
ADA-RAMP-1.dwg 1/8" = 1'-0"

G:\Acad2021\202106960-Drawings\020 G2.0-G2.3 SITE DETAILS.dwg7/26/2022 6:25 AM

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Schnitzer PROPERTIES

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STATE OF CALIFORNIA

DATE	
DECEMBER 2021	
SCALE: AS NOTED	PROJ. NO.: 20210696
DRAWN: BGL	CHECKED: CMP

SITE DETAILS

G2.3

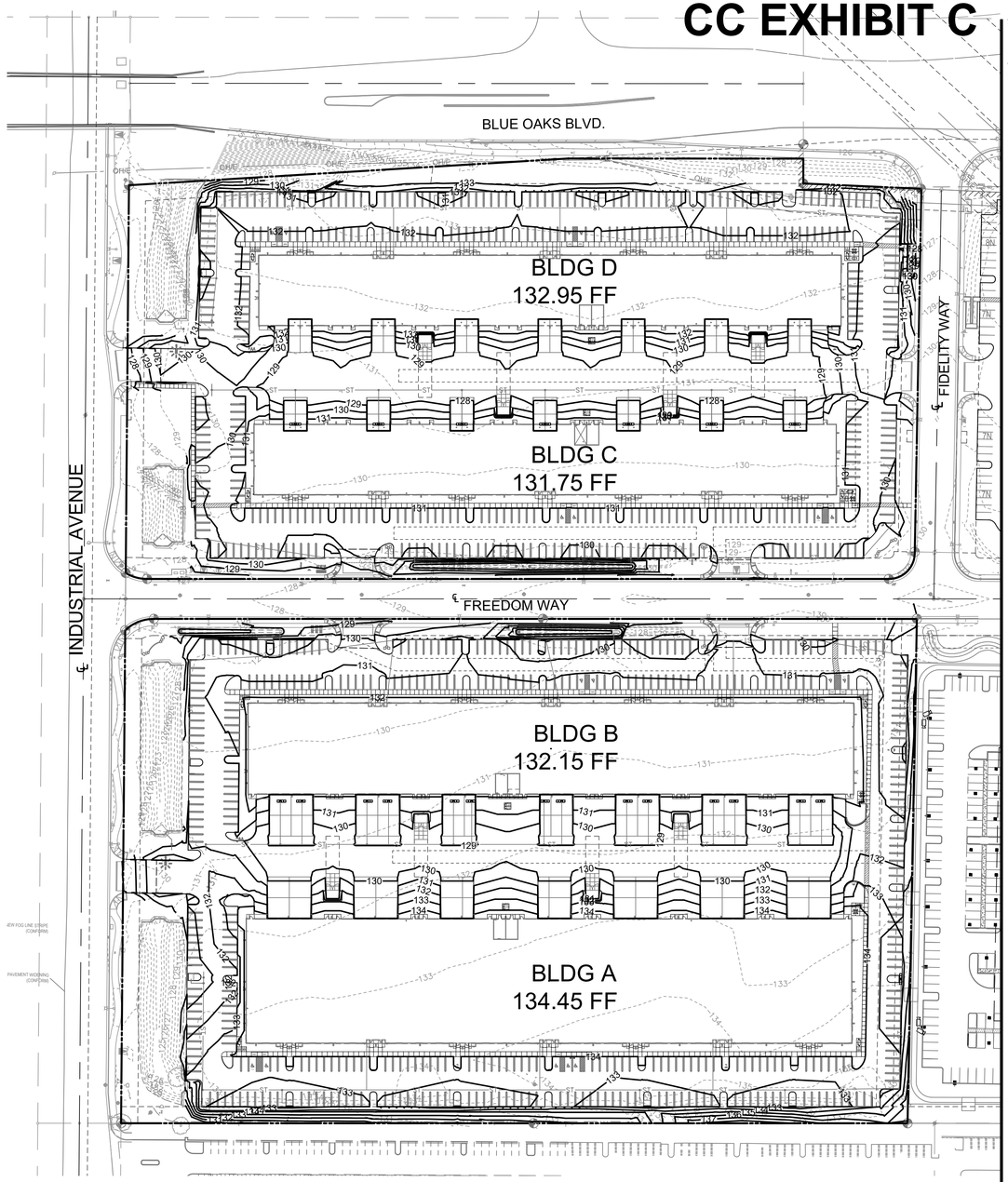
CC EXHIBIT C

GENERAL NOTES

1. PRIOR TO ANY CONSTRUCTION, CONTRACTOR SHALL VERIFY EXISTING UTILITIES AND TOPOGRAPHY ARE AS SHOWN ON PLANS. WHEN ACTUAL CONDITIONS DIFFER FROM THOSE SHOWN ON THE PLANS, THE CONTRACTOR SHALL NOTIFY THE ENGINEER PRIOR TO PROCEEDING WITH CONSTRUCTION.
2. CONTRACTOR TO LEAVE ALL AREAS OF PROJECT FREE OF DEBRIS AND UNUSED CONSTRUCTION MATERIAL.
3. CONTRACTOR SHALL PROVIDE ALL MATERIALS, EQUIPMENT, SURVEYING, TESTING, PERSONNEL, TRAFFIC SAFETY CONTROL AND AS-BUILTS FOR ALL PHASES OF CONSTRUCTION.
4. CONTRACTOR SHALL COORDINATE PUBLIC IMPROVEMENTS AND INSPECTIONS WITH THE CITY OF ROSEVILLE.
5. PROPERTY LINE BEARINGS AND DISTANCES AS WELL AS SITE AREA CALCULATIONS ARE PROVIDED FOR ZONING AND PERMIT REVIEW ONLY. REAL PROPERTY LEGAL DESCRIPTIONS AND AREA CALCULATIONS ARE TO BE PROVIDED BY A REGISTERED PROFESSIONAL SURVEYOR.
6. PROPERTY CORNER SURVEY MONUMENTS, WHICH ARE IN DANGER OF BEING DISTURBED OR DESTROYED BY THE WORK OF THIS PROJECT, SHALL BE TIED-OUT BY A REGISTERED PROFESSIONAL SURVEYOR PRIOR TO THE BEGINNING OF ANY CONSTRUCTION, AND SHALL BE RE-SET IN ACCORDANCE WITH STATE LAW, IMMEDIATELY FOLLOWING THE COMPLETION OF ALL CONSTRUCTION
7. ADA REQUIREMENTS - ALL ACCESSIBLE ROUTES AND PARKING SPACES, AISLES, RAMPS, ETC. SHALL BE INCOMPLIANCE WITH THE CURRENT OSSC REQUIREMENTS AND ANSI-A117.1-2009 (ADAAG). ADDITIONAL DESIGN PARAMETERS:
   - 7.1. MAXIMUM RAMP SLOPE SHALL NOT EXCEED 7.5%
   - 7.2. MAXIMUM WALK CROSS-SLOPE SHALL NOT EXCEED 1.5%
   - 7.3. MAXIMUM LANDING SLOPE SHALL NOT EXCEED 1.5%
   - 7.4. NO PORTION OF ADA PARKING SPACES AND AISLES SHALL EXCEED 2.0%

GRADING NOTES

1. ATTENTION EXCAVATORS: OREGON LAW REQUIRES YOU TO FOLLOW RULES ADOPTED BY THE OREGON UTILITY NOTIFICATION CENTER. THOSE RULES ARE SET FORTH IN OAR 952-001-0010 THROUGH OAR 952-001-0090. YOU MAY OBTAIN COPIES OF THESE RULES FROM THE CENTER BY CALLING 811 OR 1-800-332-2344. IF YOU HAVE ANY QUESTIONS ABOUT THE RULES, YOU MAY CONTACT THE CALL CENTER. YOU MUST NOTIFY THE CENTER AT LEAST 2 BUSINESS DAYS, BUT NOT MORE THAN 10 BUSINESS DAYS, BEFORE COMMENCING AN EXCAVATION. CALL 811 OR 1-800-332-2344.
2. ALL NEW CONTOURS SHOWN ARE FINISH GRADES, UNLESS OTHERWISE NOTED.
3. ORGANIC AND UNDESIRABLE MATERIAL SHALL BE REMOVED FROM THE CONSTRUCTION AREA AS DIRECTED BY THE ENGINEER.
4. ALL DISTURBED AREAS NOT LANDSCAPED ARE TO BE HYDROSEEDED OR BEDDED IN STRAW TO PREVENT EROSION. SEE EROSION CONTROL PLAN.
5. ALL FILL AREAS SHALL BE STRIPPED OF ORGANIC MATERIAL. FILL WILL BE PLACED IN 6 TO 8-INCH LIFTS AND COMPACTED TO 95 PERCENT RELATIVE MAXIMUM DENSITY ACCORDING TO ASTM D-1557 STANDARDS. BASE ROCK IN THE PAVED AREAS WILL BE COMPACTED TO 95% ASTM D-1557 LANDSCAPED AREAS WILL BE COMPACTED TO 90 PERCENT. ADDITIONAL COMPACTION TESTS MAY BE REQUIRED BY THE CITY OR THE ENGINEER OF RECORD, IF POOR COMPACTION EFFORTS ARE OBSERVED DURING CONSTRUCTION. COMPACTION REPORTS FROM A REPUTABLE TESTING LAB WILL BE SUPPLIED TO THE ENGINEER.
6. INTERIOR SIDE SLOPES SHALL BE 3 HORIZONTAL TO 1 VERTICAL IN WATER QUALITY/DETENTION POND, TYPICAL.
7. TOPSOIL STRIPPINGS SHALL BE REPLACED IN LANDSCAPING AREAS AFTER SITE GRADING HAS BEEN COMPLETED.



SURVEY LEGEND

- POWER OR TELEPHONE POLE W/GUY
- AREA LIGHT OR POLE LIGHT
- STREET LIGHT (ELECTROLIER)
- TRAFFIC SIGNAL
- TRANSFORMER
- MANHOLE
- CLEANOUT
- CURB INLET
- DRAIN INLET
- FIRE HYDRANT
- FIRE DEPARTMENT CONNECTION
- WATER METER
- WATER VALVE
- BACKFLOW PREVENTOR
- DOUBLE DETECTOR CHECK VALVE
- BLOW OFF VALVE
- POST INDICATOR VALVE
- DIMENSION POINT
- MONUMENT FOUND AS NOTED
- FOUND MONUMENT IN WELL
- ROAD SIGN
- UNDERGROUND SEWER PIPE
- UNDERGROUND STORM DRAIN PIPE
- UNDERGROUND WATER PIPE
- EDGE OF PAVEMENT

GENERAL SYMBOLS

NEW

- CATCH BASIN (CB) -OR- AREA DRAIN (AD)
- MANHOLE (MH)
- UTILITY POLE
- FIRE HYDRANT (FH)
- METER
- UTILITY VAULT
- TRANSFORMER AND PAD
- TRANSFORMER (TRAN)
- VALVE BOX COVER
- POST INDICATOR VALVE
- LIGHT POLE
- WALL MOUNTED LIGHT
- FIRE DEPARTMENT CONNECTION (FDC)
- GATE VALVE
- CHECK VALVE
- CLEAN OUT (CO)

OVERALL GRADING PLAN 1" = 80'

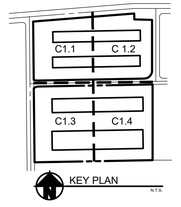
W N E S — 80 0 80 160 240

ABBREVIATIONS

AC	ASPHALT CONCRETE
AD	AREA DRAIN
B.M.	BENCH MARK
CB	CATCH BASIN
CONC	CONCRETE
EG	EXISTING GRADE
EL	ELEVATION
EXTG	EXISTING
F.F.	FINISHED FLOOR ELEVATION
FG	FINISHED GRADE
GB	GRADE BREAK
H.P.	HIGH POINT
MH	MANHOLE
TC	TOP OF CONCRETE
TYP.	TYPICAL

GRADING SYMBOLS

- NEW ASPHALT PAVING AS NOTED SEE SHEET G1.0 FOR PAVEMENT SECTIONS
- 140 EXISTING CONTOUR LINE
- 144 NEW CONTOUR LINE
- 142.84 EG EXISTING SPOT ELEVATION
- 143.40 FG NEW SPOT ELEVATION PROVIDE STAKE.
- OVERLAND RELEASE ARROW



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Schnitzer PROPERTIES

PROJECT NAME
BLUE OAKS COMMERCE CENTER (BOCC)

ADDRESS
2200 FREEDOM WAY
ROSEVILLE, CA.

REVISED MODIFIED STAGE I AND STAGE II INTAKE SET: 08-01-22

REVISIONS

	DATE	DESCRIPTION

REGISTERED PROFESSIONAL ENGINEER
CHRISTIAN M. PALMATEER
No. 61597
Exp. 6/30/2023
CIVIL
STATE OF CALIFORNIA

DATE
DECEMBER 2021

SCALE	PROJ. NO.
AS NOTED	20210696
DRAWN	CHECKED
JG	BMD

OVERALL GRADING PLAN

C1.0

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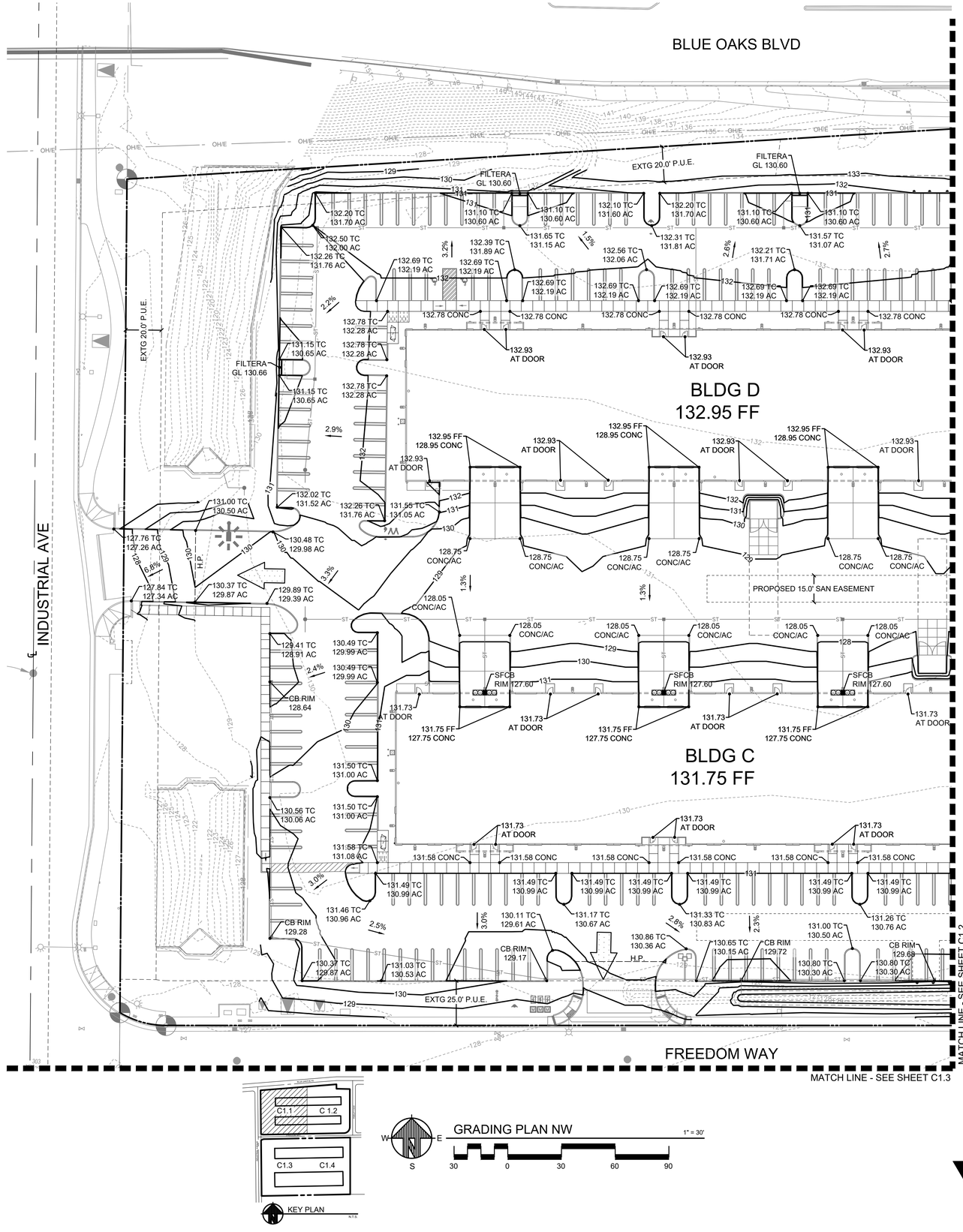

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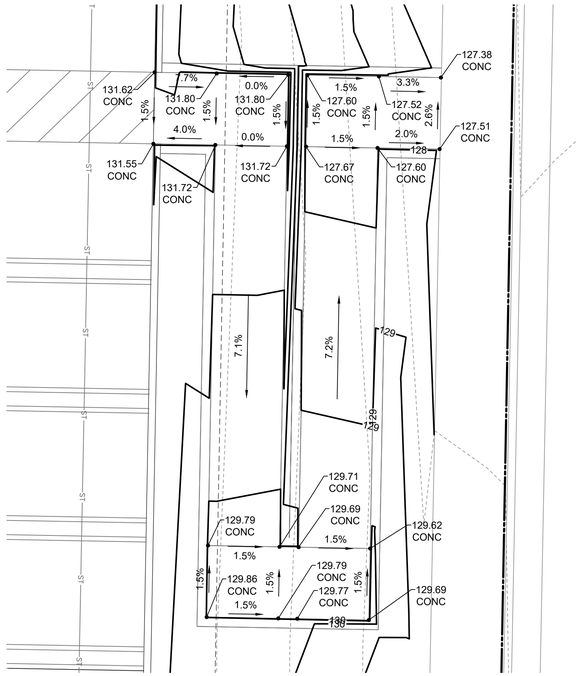
GRADING PLAN NW

C1.1

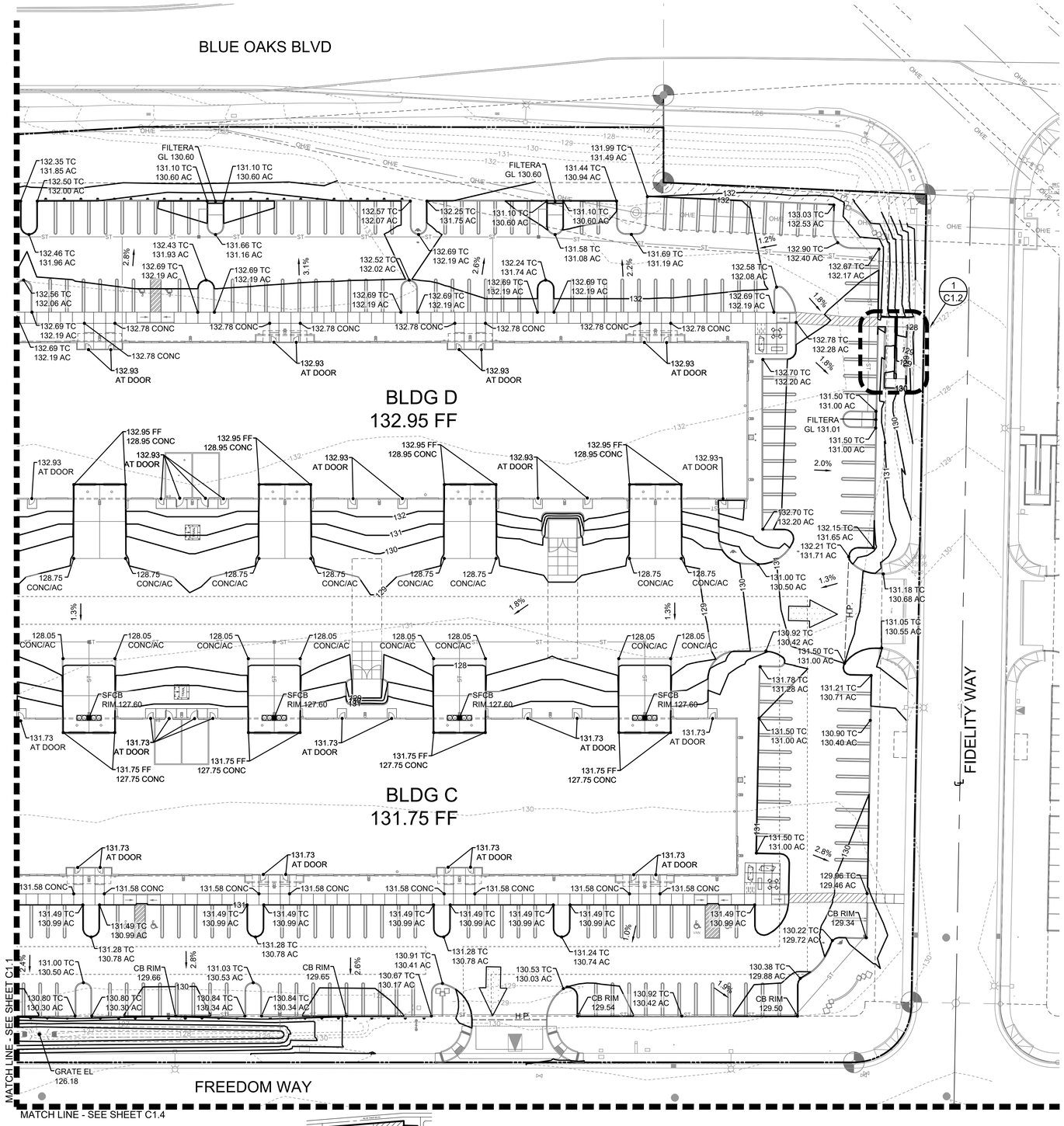
\\srv06\VLMK-Projects\Acad20\21\2021069\0-Drawings\s100 C1.0 GRADING PLAN.dwg8/5/2022 12:04 PM

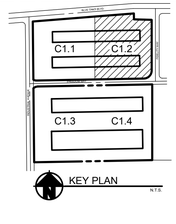


W E N S

1 C1.2 ADA GRADING DETAIL 1" = 5'

5 0 5 10 15





W E S

GRADING PLAN NE 1" = 30'

30 0 30 60 90

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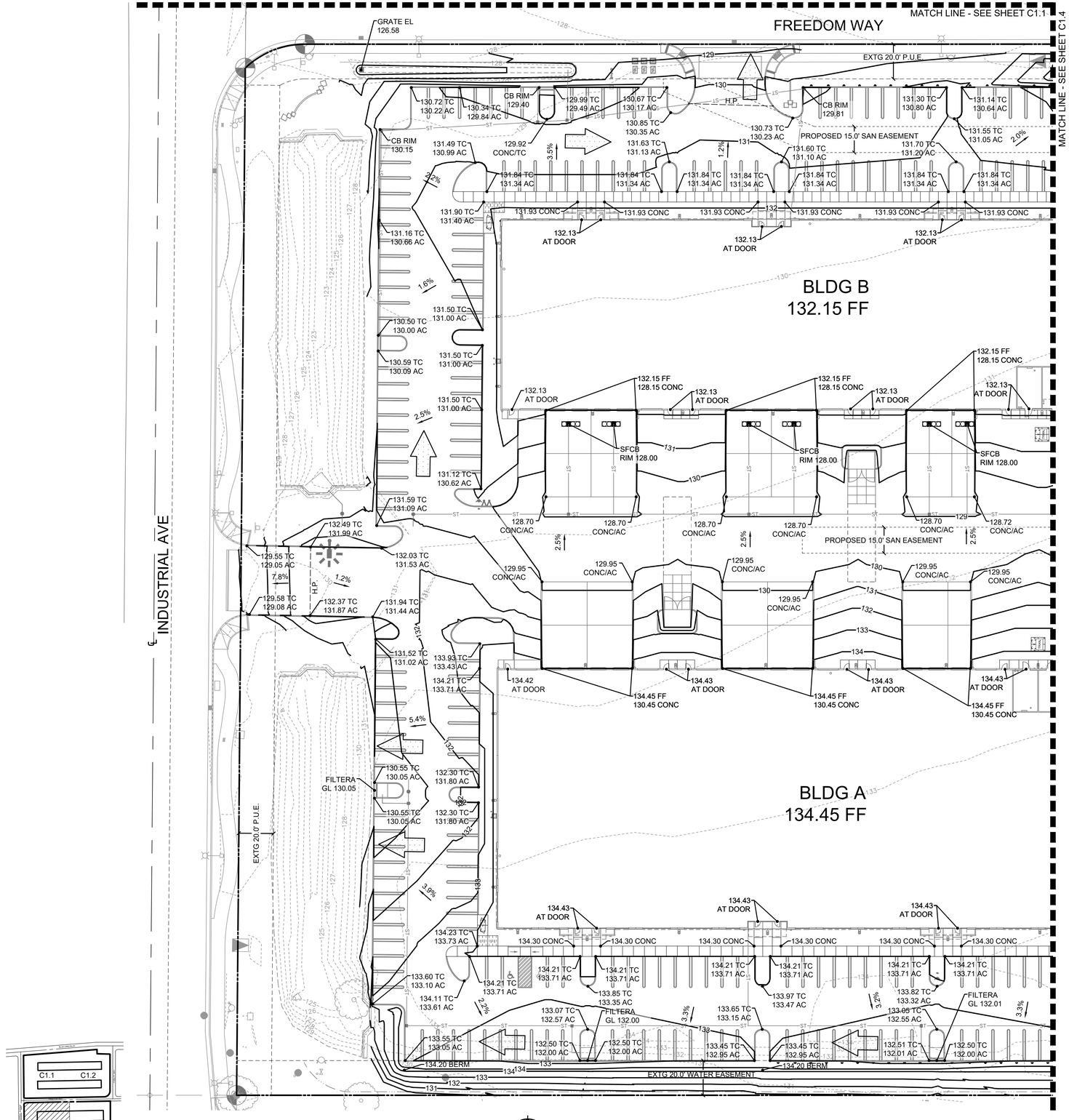
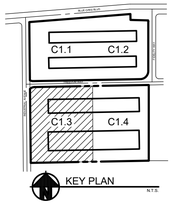
GRADING PLAN NE

C1.2

\\srv06\VLMK-Projects\Acad\2021\2021069\0-Drawings\100 C1.0 GRADING PLAN.dwg8/5/2022 12:05 PM





GRADING PLAN SW 1" = 30'

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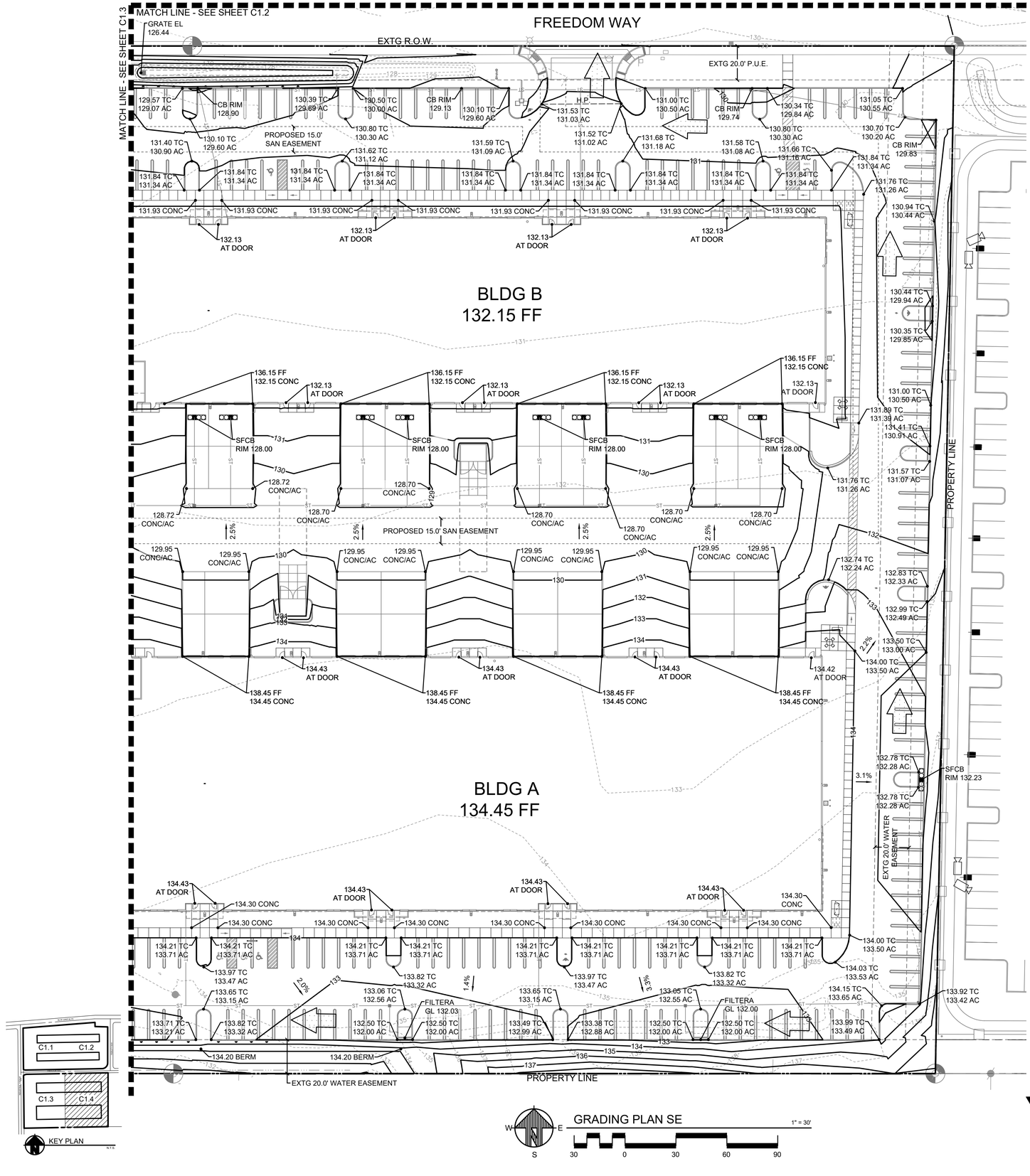
GRADING PLAN SW

C1.3



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GRADING PLAN SE

C1.4

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CC EXHIBIT D

UTILITY NOTES

1. ATTENTION EXCAVATORS: CALIFORNIA LAW REQUIRES YOU TO FOLLOW RULES ADOPTED BY DIGALERT. YOU MUST NOTIFY DIGALERT AT LEAST 2 BUSINESS DAYS BEFORE COMMENCING AN EXCAVATION. CALL 811 OR 1-800-422-4133.
2. THE WORKING DRAWINGS ARE GENERALLY DIAGRAMMATIC. THEY DO NOT SHOW EVERY OFFSET, BEND OR ELBOW REQUIRED OR INSTALLATION OF THE UTILITIES SHOWN. THE DRAWINGS DO NOT DEPICT EVERY DIMENSION, COMPONENT PIECE, SECTION, JOINT OR FITTING REQUIRED TO COMPLETE THE PROJECT. ALL LOCATIONS FOR WORK SHALL BE CHECKED AND COORDINATED WITH EXISTING CONDITIONS IN THE FIELD BEFORE BEGINNING CONSTRUCTION. EXISTING UNDERGROUND UTILITIES LAYING WITHIN THE LIMITS OF EXCAVATION SHALL BE VERIFIED AS TO CONDITION, SIZE AND LOCATION BY UNCOVERING, PROVIDING SUCH IS PERMITTED BY LOCAL PUBLIC AUTHORITIES WITH JURISDICTION, BEFORE BEGINNING CONSTRUCTION. CONTRACTOR TO NOTIFY ENGINEER IMMEDIATELY IF THERE ARE ANY DISCREPANCIES.
3. BEDDING AND PIPE ZONE BACKFILL SHALL BE PER "PIPE TRENCH EMBEDMENT" DETAIL, SHEET ____
4. CONTRACTORS SHALL CONTACT CITY OF ROSEVILLE PUBLIC WORKS AT LEAST 2 BUSINESS DAYS, BUT NOT MORE THAN 10 BUSINESS DAYS, BEFORE COMMENCING AN EXCAVATION. CALL (___) ___-____.
5. THE MINIMUM HORIZONTAL SEPARATION BETWEEN SEWER LINES & PUBLIC WATER LINES SHALL BE 10-FT.
6. EXCAVATED SEWER TRENCH SPOIL MATERIAL SHALL BE TESTED AND LEGALLY DISPOSED OF AT A PROPER LANDFILL OR OTHER APPROPRIATE LOCATION.
7. ALL SEWER TRENCH LINES AND EXCAVATIONS SHALL BE PROPERLY SHORED AND BRACED TO PREVENT CAVING. UNUSUALLY DEEP EXCAVATIONS MAY REQUIRE EXTRA SHORING AND BRACING. ALL SHEETING, SHORING, AND BRACING OF TRENCHES SHALL CONFORM TO OREGON OCCUPATIONAL SAFETY AND HEALTH DIVISION (OSHA) REGULATIONS AND THE CITY OF ROSEVILLE STANDARD CONSTRUCTION SPECIFICATIONS.
8. CONTRACTOR SHALL NOTIFY AND COORDINATE WITH PRIVATE UTILITIES FOR RELOCATION OF CONDUITS, POWER POLES, VAULTS, PEDESTALS, ETC.
9. ALL EXISTING FACILITIES SHALL BE MAINTAINED BY THE CONTRACTOR UNLESS OTHERWISE SHOWN OR DIRECTED. CONTRACTOR SHALL TAKE ALL PRECAUTIONS NECESSARY TO SUPPORT, MAINTAIN, OR OTHERWISE PROTECT EXISTING UTILITIES AND OTHER FACILITIES AT ALL TIMES DURING CONSTRUCTION. CONTRACTOR SHALL LEAVE EXISTING FACILITIES IN AN EQUAL OR BETTER-THAN-ORIGINAL CONDITION.
10. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL VERIFY THE LOCATION, SIZE & DEPTH OF EXISTING UTILITIES. NOTIFY ENGINEER IMMEDIATELY OF ANY DISCREPANCIES.
11. ALL SANITARY DRAINAGE, RAIN DRAIN AND STORM SEWER PIPING INSTALLED WITHIN 5-FT OF THE OUTSIDE OF THE BUILDING SHALL BE CAST IRON, SCHEDULE 40 ABS-D.W.V., SCHEDULE 40 PVC-D.W.V. OR OTHER MATERIAL AS APPROVED BY THE OREGON AMENDMENTS TO THE UNIFORM PLUMBING CODE.
12. HORIZONTAL STORM AND SANITARY DRAINAGE PIPE SHALL BE PROVIDED WITH A CLEANOUT AT ITS UPPER TERMINAL AND EACH RUN OF PIPING, WHICH IS MORE THAN 100 FOOT IN TOTAL DEVELOPED LENGTH, SHALL BE PROVIDED WITH A CLEANOUT FOR EACH 100 FOOT, OR FRACTION THEREOF, IN LENGTH OF SUCH PIPING. AN ADDITIONAL CLEANOUT SHALL BE PROVIDED FOR EACH AGGREGATE HORIZONTAL CHANGE OF DIRECTION EXCEEDING 135 DEGREES. THE MAXIMUM DISTANCE ALLOWED BETWEEN MANHOLES IS 300 FEET. ALL REQUIRED CLEANOUTS MAY NOT BE LOCATED ON PLAN.
13. PRIVATE SANITARY SEWER LINES, DENOTED "SAN" OR "SA", SHALL BE PVC 3034 OR APPROVED EQUAL IN ACCORDANCE WITH PROJECT SPECIFICATIONS. USE PVC C900 OR CL52 DIP WHERE COVER IS LESS THAN 15-INCHES FROM PIPE CROWN TO PAVED SURFACE. NOTE: ALL SANITARY PIPING WITHIN 5-FT OF AN EXTERIOR BUILDING WALL SHALL BE SCHEDULE 40 PVC OR OTHER PER APPROVED MATERIALS PER THE UNIFORM PLUMBING CODE.
14. PRIVATE STORM SEWER LINES, DENOTED "STM" OR "ST", SHALL BE PVC 3034, PVC C900, PVC C905, HDPE, CL52 DIP OR APPROVED EQUIVALENT, UNLESS OTHERWISE NOTED. ALL STORM PIPING SHOWN HAS BEEN SIZED FOR A MANNING'S "N" VALUE = 0.013 AND PIPE INVERTS HAVE BEEN DESIGNED USING CONCENTRIC PIPE TO PIPE AND WYE FITTINGS, UNLESS OTHERWISE NOTED.
15. ALL STORM LATERALS SHALL HAVE #10 GAUGE COPPER WIRE OR TRACER TAPE AT 1.5-FT TO 2.0-FT ABOVE THE LATERAL.
16. ALL DOMESTIC (POTABLE) WATER SERVICE LINES OUTSIDE OF THE BUILDING DENOTED "DW" SHALL BE SCHEDULE 40 PVC OR PVC C900 CL150 UNLESS OTHERWISE NOTED. FIRE WATER SERVICE LINES OUTSIDE OF THE BUILDING DENOTED, "FW", "FDC" SHALL BE PVC C900 CL150 UNLESS OTHERWISE NOTED.
17. CONCRETE THRUST BLOCKING AND/OR MECHANICAL RESTRAINTS ("MEGA-LUG" OR EQUIVALENT) SHALL BE PROVIDED AT ALL WATERLINE FITTINGS AS REQUIRED BY THE CITY OF ROSEVILLE. BLOCKING SHALL BE POURED AGAINST UNDISTURBED EARTH AND CLEAR OF JOINT ACCESSORIES. BEARING AREA OF THRUST BLOCK SHALL BE COMPUTED ON THE BASIS OF ALLOWABLE SOIL BEARING PRESSURE. SEE DETAIL SHEET G_____.
18. MINIMUM COVER OVER WATERLINES IS TO BE 36 INCHES AS MEASURED FROM FINISH GRADE TO TOP OF PIPE. MINIMUM VERTICAL SEPARATION BETWEEN WATERLINE AND SANITARY SEWER AT A CROSSING IS 18 INCHES. SANITARY SEWER AT WATERLINE CROSSINGS WITH LESS THAN THE MINIMUM VERTICAL SEPARATION SHALL BE CONSTRUCTED OF DUCTILE IRON PIPE WITH WATERTIGHT JOINTS. IN SUCH CASES THE 18-FOOT LENGTH OF SANITARY SEWER SHALL BE CENTERED AT THE CROSSING.
19. PRIOR TO BEING PLACED IN SERVICE, THE WATERLINE AND SERVICES SHALL BE FLUSHED, STERILIZED, AND RE-FLUSHED, ALL IN ACCORDANCE WITH THE CITY OF ROSEVILLE "PUBLIC WORKS CONSTRUCTION CODE." CITY CREWS WILL TAKE BACTERIOLOGICAL TESTS WHEN SO REQUESTED BY THE CONTRACTOR INSTALLING WATER MAINS. THE REQUEST FOR THESE TESTS SHALL BE MADE THROUGH THE CITY INSPECTOR.
20. PRIOR TO CONSTRUCTION, ALL ON-SITE FIRE WATER SYSTEM LINE SIZES, METER SIZES, DOUBLE CHECK DETECTOR ASSEMBLY (DCDA) SIZES, AND OTHER APPURTENANCES SHOWN ON THE UTILITY PLAN SHALL BE VERIFIED BY THE FIRE PROTECTION ENGINEER FOR THE PROJECT. ANALYSIS OF THE SYSTEM SHALL BE FROM THE NEW FACILITY SERVICE TO THE POINT OF CONNECTION WITH THE PUBLIC WATER SYSTEM. THE MAKES AND MODELS OF ALL SYSTEM COMPONENTS SHALL BE ACCEPTABLE PER WATER DISTRICT LIST OF APPROVED COMPONENTS.

SITE INFORMATION

PROVIDED BY: MORTON & PITALO, INC. (ADDRESS:600 COOLIDGE DRIVE, SUITE 140, FOLSOM, CA 95630 , PHONE: 916-984-7621 , JOB #:220009)

BENCHMARK:
CITY OF ROSEVILLE B.M. NO. 45, A 3-1/4" BRASS DISK STAMPED L.L. 5614, FEB 1993, TOP OF CURB WEST SIDE OF D.I. AT SE CORNER OF WASHINGTON BLVD./ROSEVILLE PARKWAY AT NE END OF CURB RETURN. ELEVATION = 146.073 FEET.

SURVEY LEGEND

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- AREA LIGHT OR POLE LIGHT
- STREET LIGHT (ELECTROLIER)
- TRAFFIC SIGNAL
- TRANSFORMER
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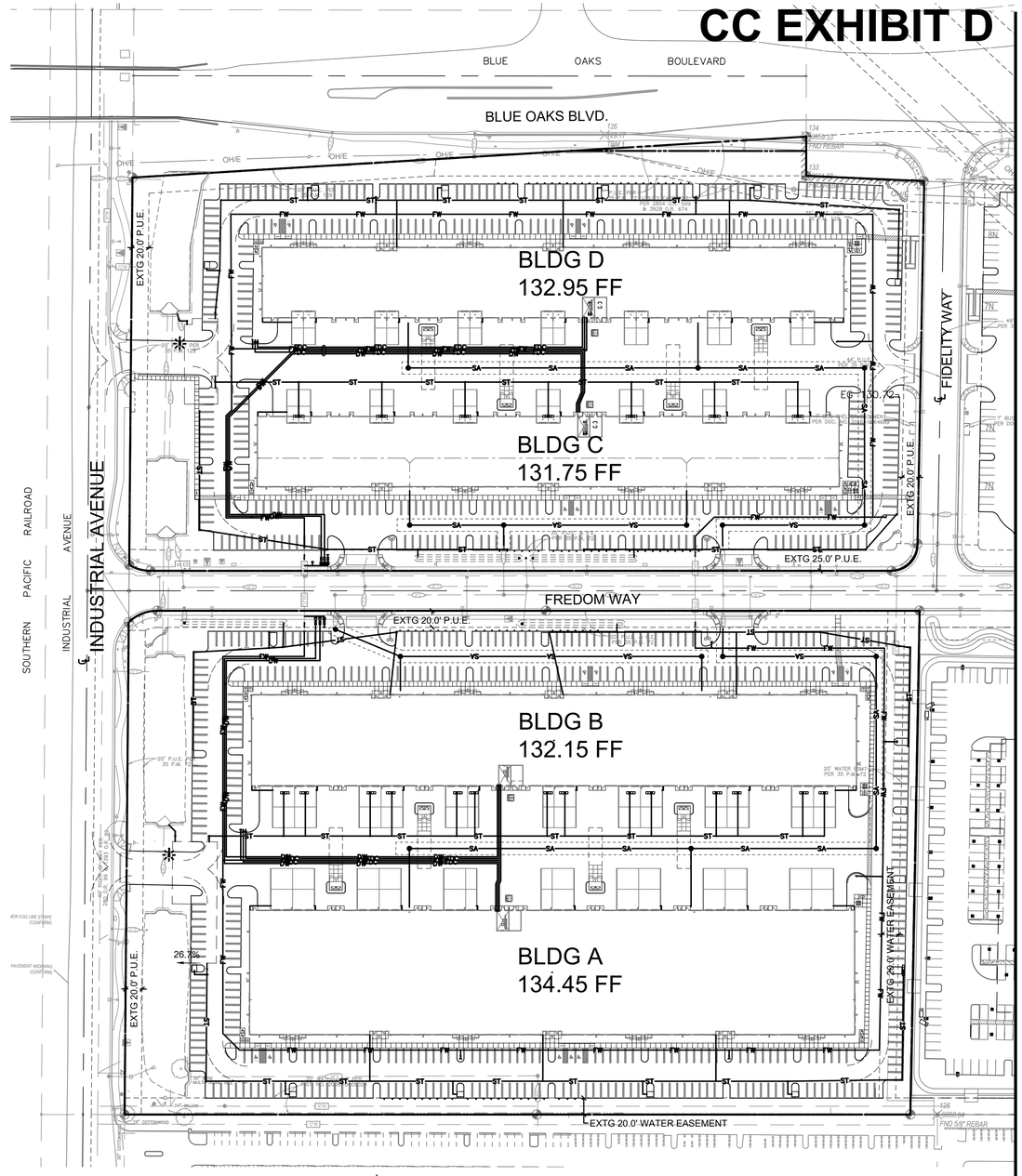

GENERAL SYMBOLS

NEW.

- CATCH BASIN (CB) -OR- AREA DRAIN (AD)
- MANHOLE (MH)
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- UTILITY VAULT
- TRANSFORMER AND PAD
- TRANSFORMER
- VALVE BOX COVER
- POST INDICATOR VALVE
- LIGHT POLE
- WALL MOUNTED LIGHT
- FIRE DEPARTMENT CONNECTION (FDC)
- GATE VALVE
- CHECK VALVE
- CLEAN OUT (CO)

OVERALL UTILITY PLAN 1" = 80'

80 0 80 160 240

ABBREVIATIONS

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B.M.	BENCH MARK
CB	CATCH BASIN
CONC	CONCRETE
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EL	ELEVATION
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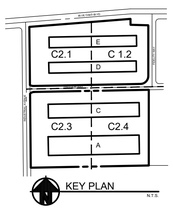

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Schnitzer PROPERTIES

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DRAWN	JG
CHECKED	BMD

OVERALL UTILITY PLAN

C2.0

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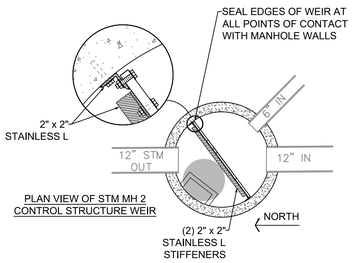
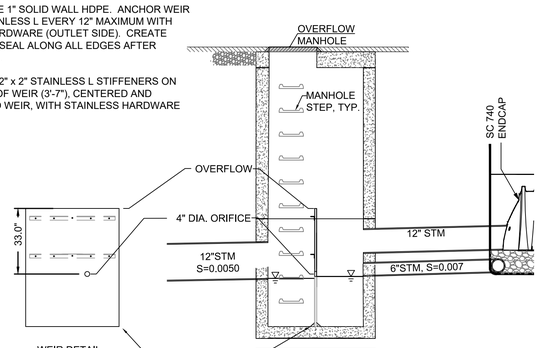


PLAN VIEW OF STM MH 2 CONTROL STRUCTURE WEIR

WEIR SHALL BE 1" SOLID WALL HDPE. ANCHOR WEIR TO 2" x 2" STAINLESS L EVERY 12" MAXIMUM WITH STAINLESS HARDWARE (OUTLET SIDE). CREATE WATER TIGHT SEAL ALONG ALL EDGES AFTER INSTALLATION.

INSTALL TWO 2" x 2" STAINLESS L STIFFENERS ON OUTLET SIDE OF WEIR (3'-7"), CENTERED AND ANCHORED TO WEIR, WITH STAINLESS HARDWARE AT 5 POINTS.

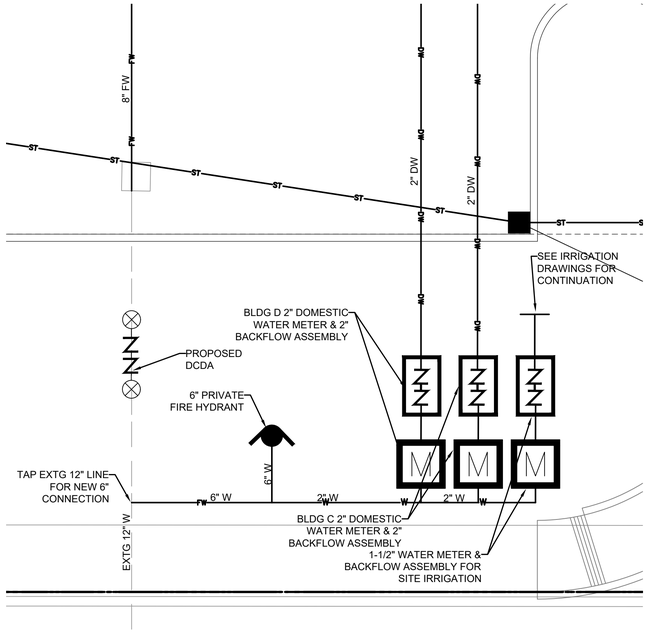


WEIR DETAIL

OUTFLOW CONTROL STRUCTURE CONNECTION DETAIL

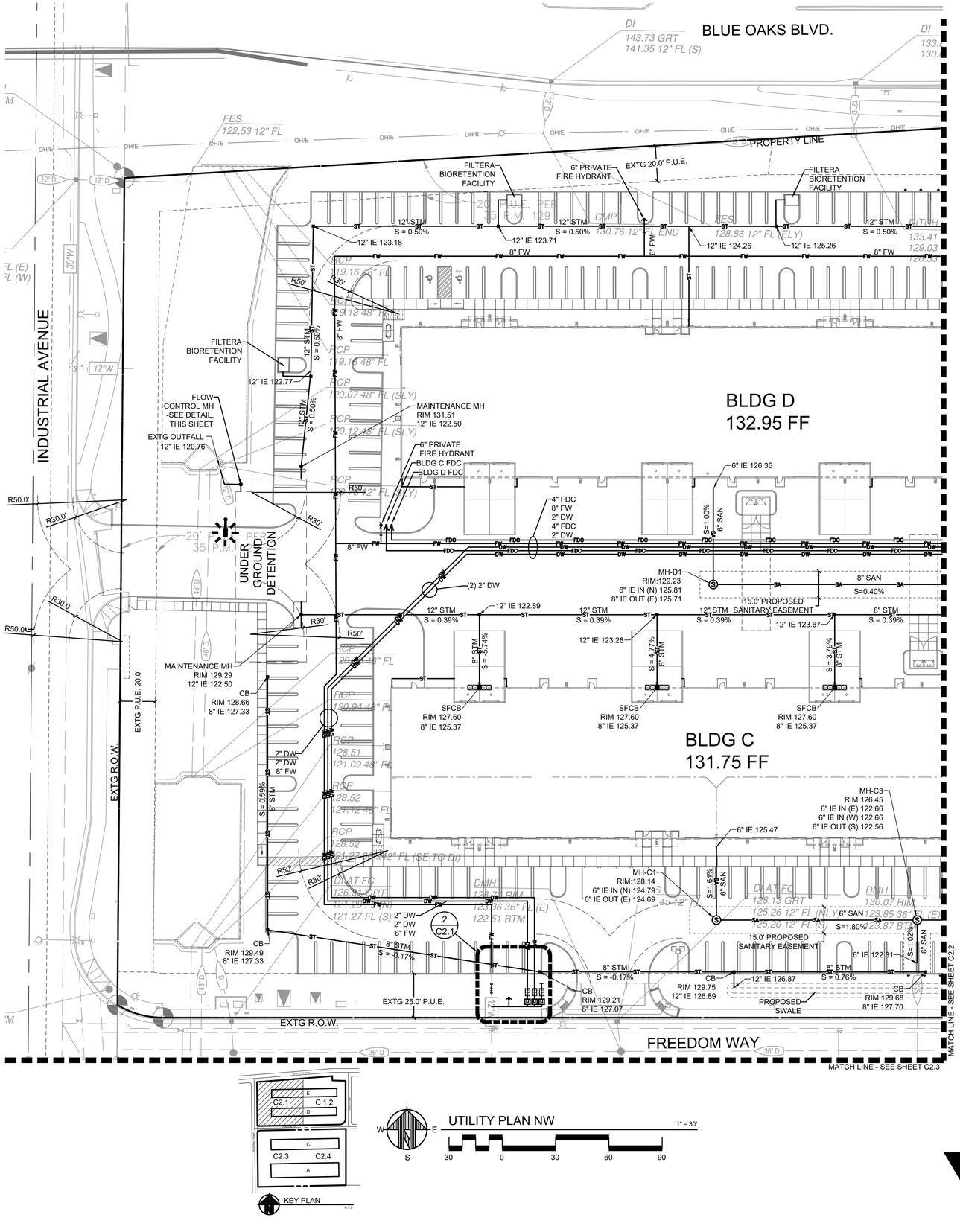
1 / C2.1 FLOW CONTROL MANHOLE DETAIL 1" = 5'

5 0 5 10 15



2 / C2.1 UTILITY DETAIL 1" = 5'

5 0 5 10 15



W N E S UTILITY PLAN NW 1" = 30'

30 0 30 60 90

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Schnitzer PROPERTIES

PROJECT NAME
BLUE OAKS COMMERCE CENTER (BOCC)

ADDRESS
2200 FREEDOM WAY
ROSEVILLE, CA.

REVISED MODIFIED STAGE I AND STAGE II INTAKE SET: 08-01-22

REVISIONS

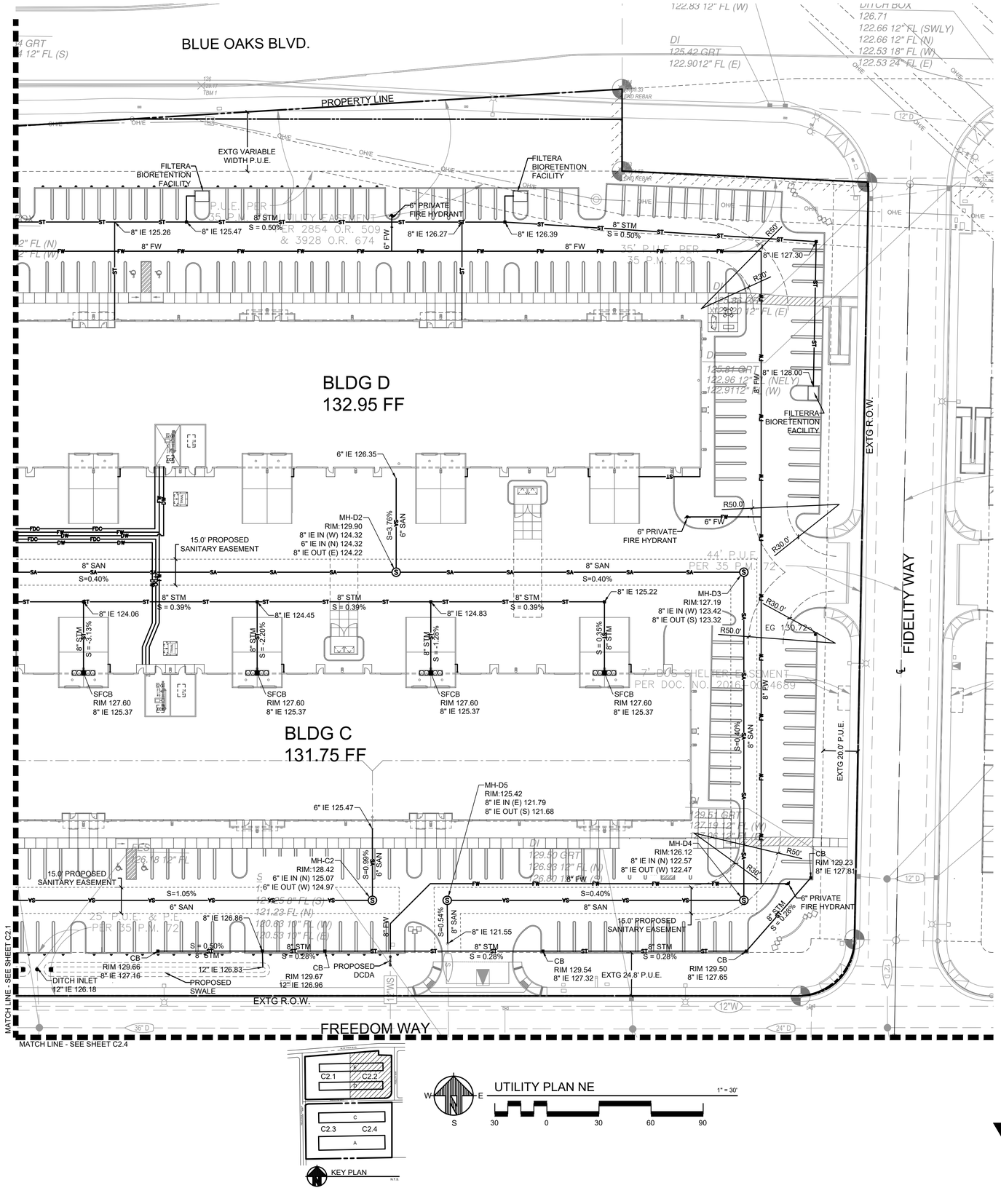
	DATE	DESCRIPTION

REGISTERED PROFESSIONAL ENGINEER CHRISTIAN M. PALMATEER No. 61597 Exp. 6/30/2023 CIVIL STATE OF CALIFORNIA

DATE	DECEMBER 2021
SCALE	AS NOTED
PROJ. NO.	20210696
DRAWN	JG
CHECKED	BMD

UTILITY PLAN NW

C2.1



\\srv06\VLMK-Projects\Acad\2021\2021106960\0-Drawings\100 C2.0 UTILITY PLAN.dwg8/5/2022 12:06 PM

VLMK
ENGINEERING + DESIGN
3933 S Kelly Avenue
Portland, Oregon 97239
503.222.4453
VLMK.COM

Schnitzer PROPERTIES

PROJECT NAME
BLUE OAKS COMMERCE CENTER (BOCC)

ADDRESS
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ROSEVILLE, CA.

REVISED MODIFIED STAGE I AND STAGE II INTAKE SET: 08-01-22

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REGISTERED PROFESSIONAL ENGINEER
CHRISTIAN M. PALMATEER
No. 61597
Exp. 6/30/2023
CIVIL
STATE OF CALIFORNIA

DATE
DECEMBER 2021

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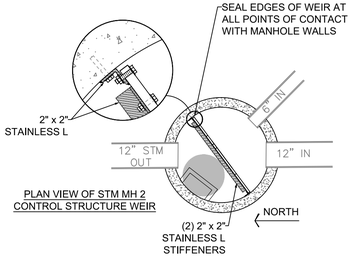
AS NOTED	20210696
DRAWN	CHECKED
JG	BMD

UTILITY PLAN NE

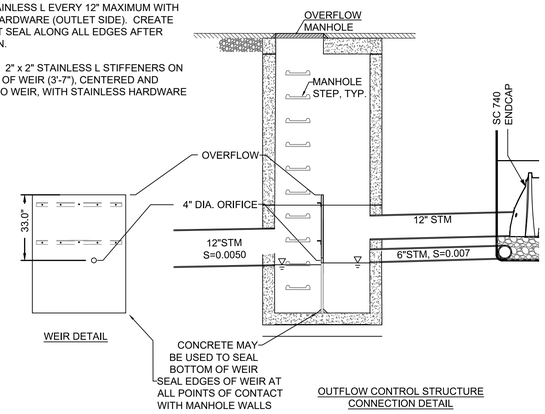
C2.2



PLAN VIEW OF STM MH 2
CONTROL STRUCTURE WEIR

WEIR SHALL BE 1" SOLID WALL HDPE. ANCHOR WEIR TO 2" x 2" STAINLESS L EVERY 12" MAXIMUM WITH STAINLESS HARDWARE (OUTLET SIDE). CREATE WATER TIGHT SEAL ALONG ALL EDGES AFTER INSTALLATION.

INSTALL TWO 2" x 2" STAINLESS L STIFFENERS ON OUTLET SIDE OF WEIR (3'-7"), CENTERED AND ANCHORED TO WEIR, WITH STAINLESS HARDWARE AT 5 POINTS.

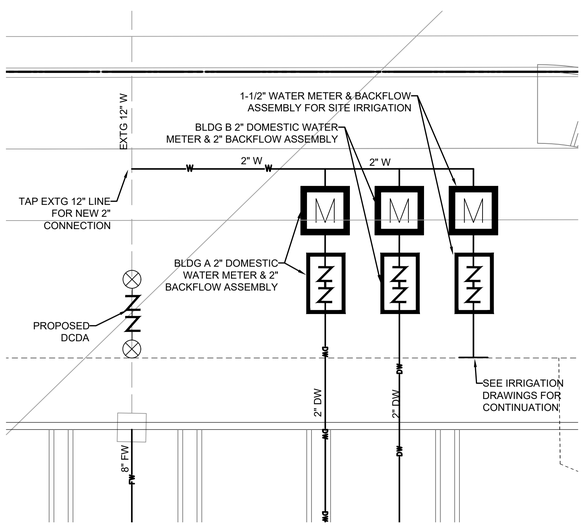


WEIR DETAIL

OUTFLOW CONTROL STRUCTURE CONNECTION DETAIL

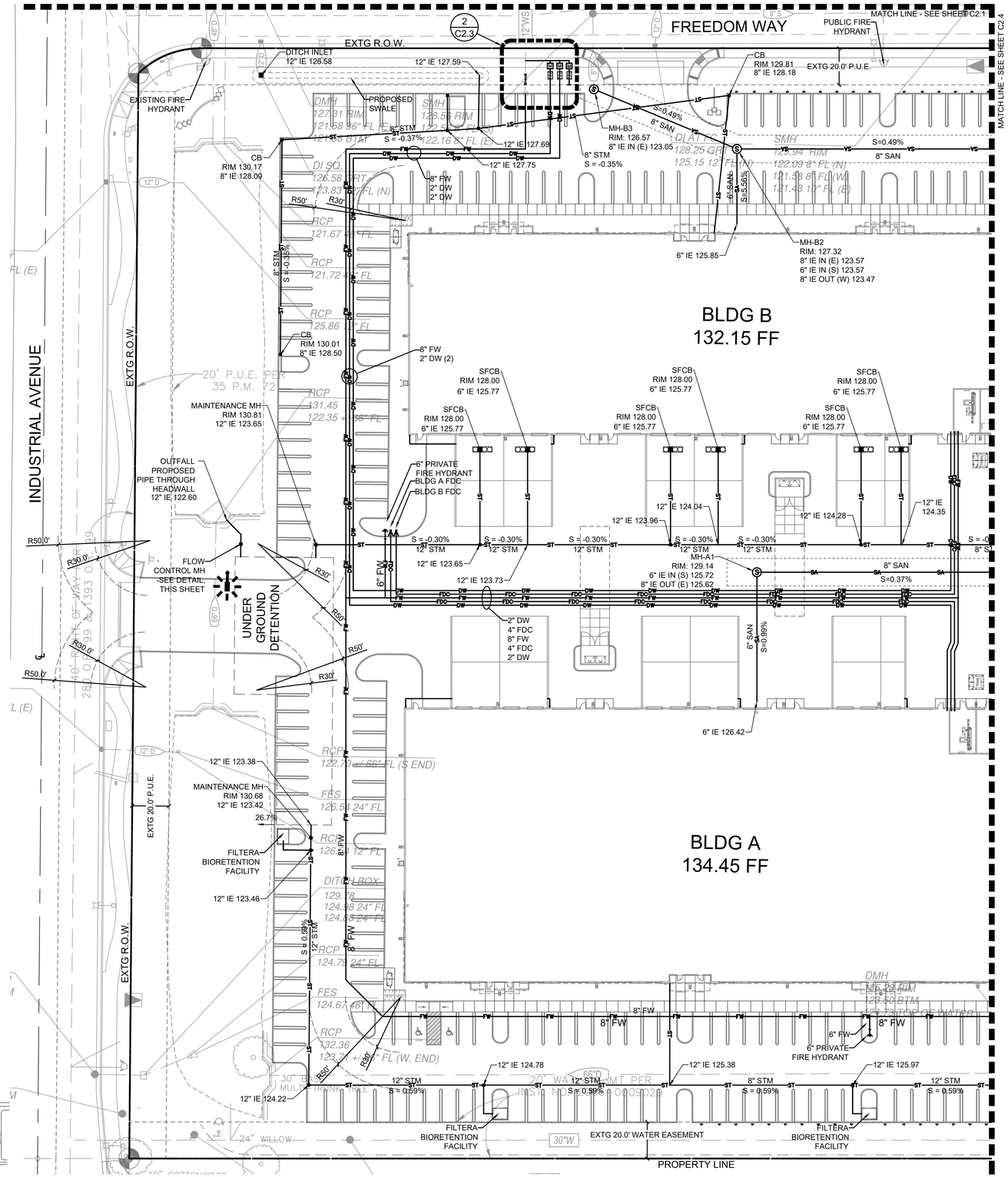
1 / C2.3 FLOW CONTROL MANHOLE DETAIL 1" = 5'

5 0 5 10 15



2 / C2.3 UTILITY DETAIL 1" = 5'

5 0 5 10 15



UTILITY PLAN SW 1" = 30'

W N E S

30 0 30 60 90

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CHRISTIAN M. PALMTEER
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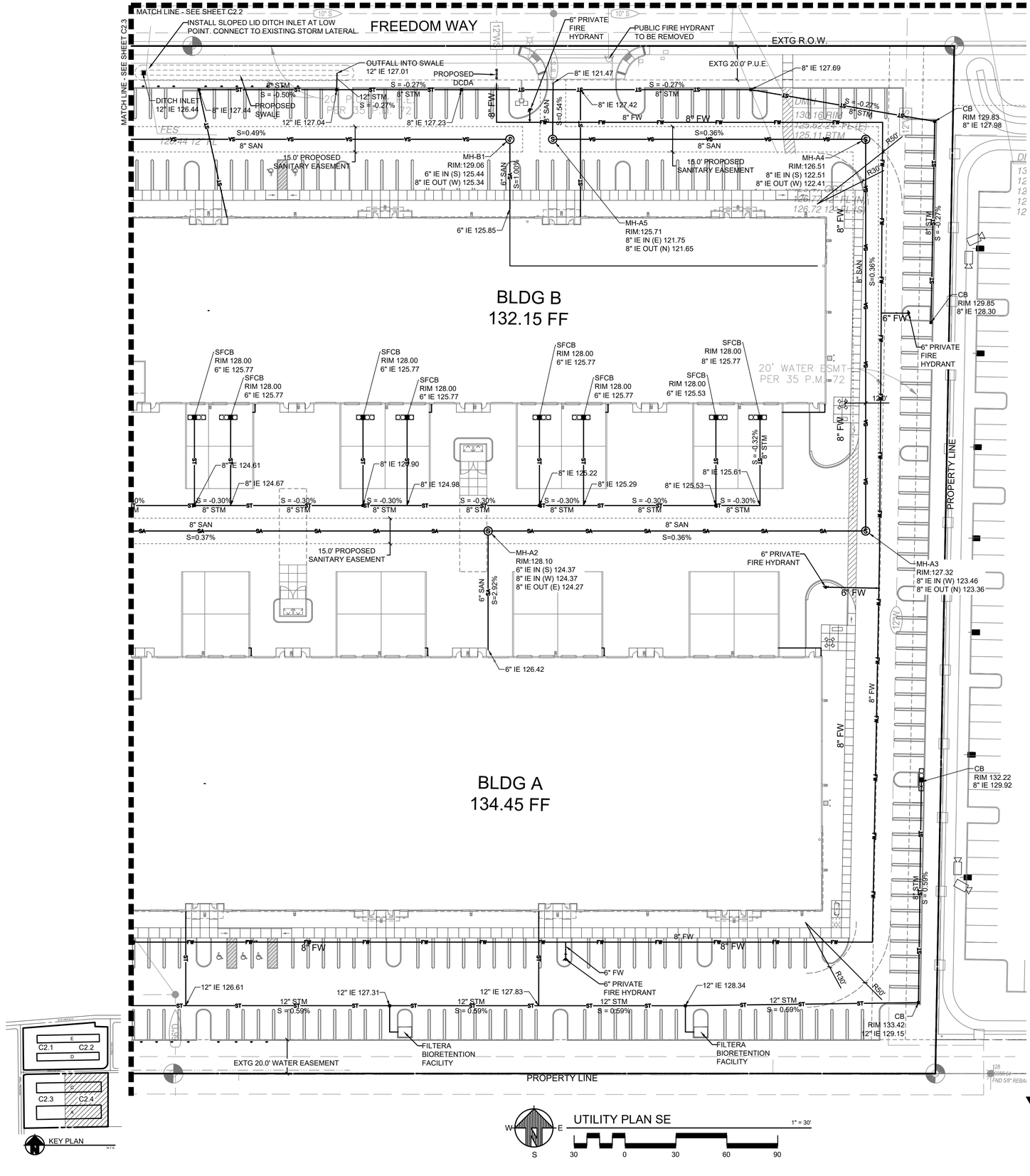
Exp. 6/30/2023
CIVIL
STATE OF CALIFORNIA

DATE	DECEMBER 2021	
SCALE	AS NOTED	PROJ. NO. 20210696
DRAWN	JG	CHECKED BMD

UTILITY PLAN SW

C2.3

\\srv06\VLMK-Projects\Acad\2021\2021086\0-Drawings\100 C2.0 UTILITY PLAN.dwg8/5/2022 12:06 PM



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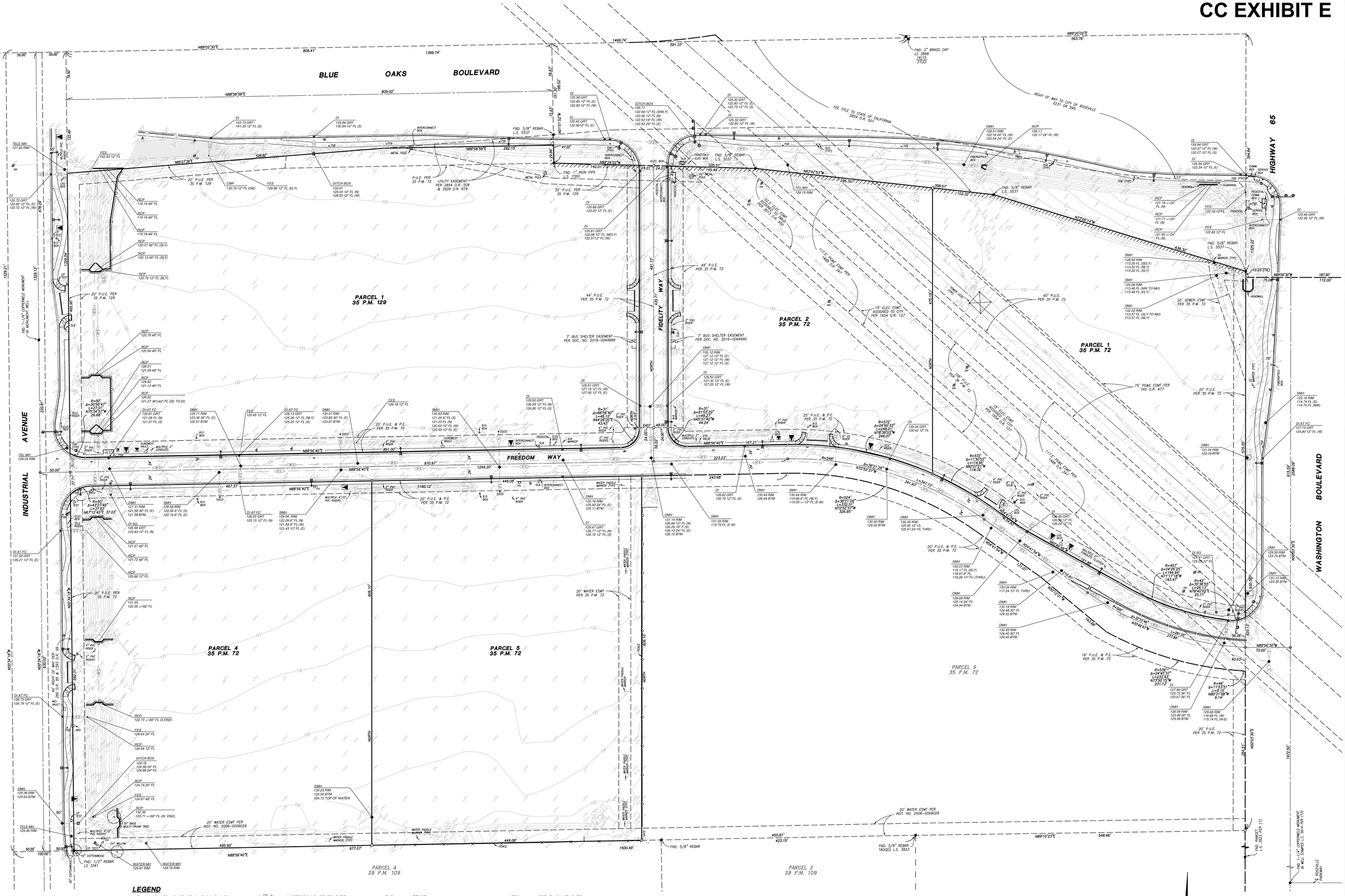
SCALE: AS NOTED	PROJ. NO.: 20210696
DRAWN: JG	CHECKED: BMD

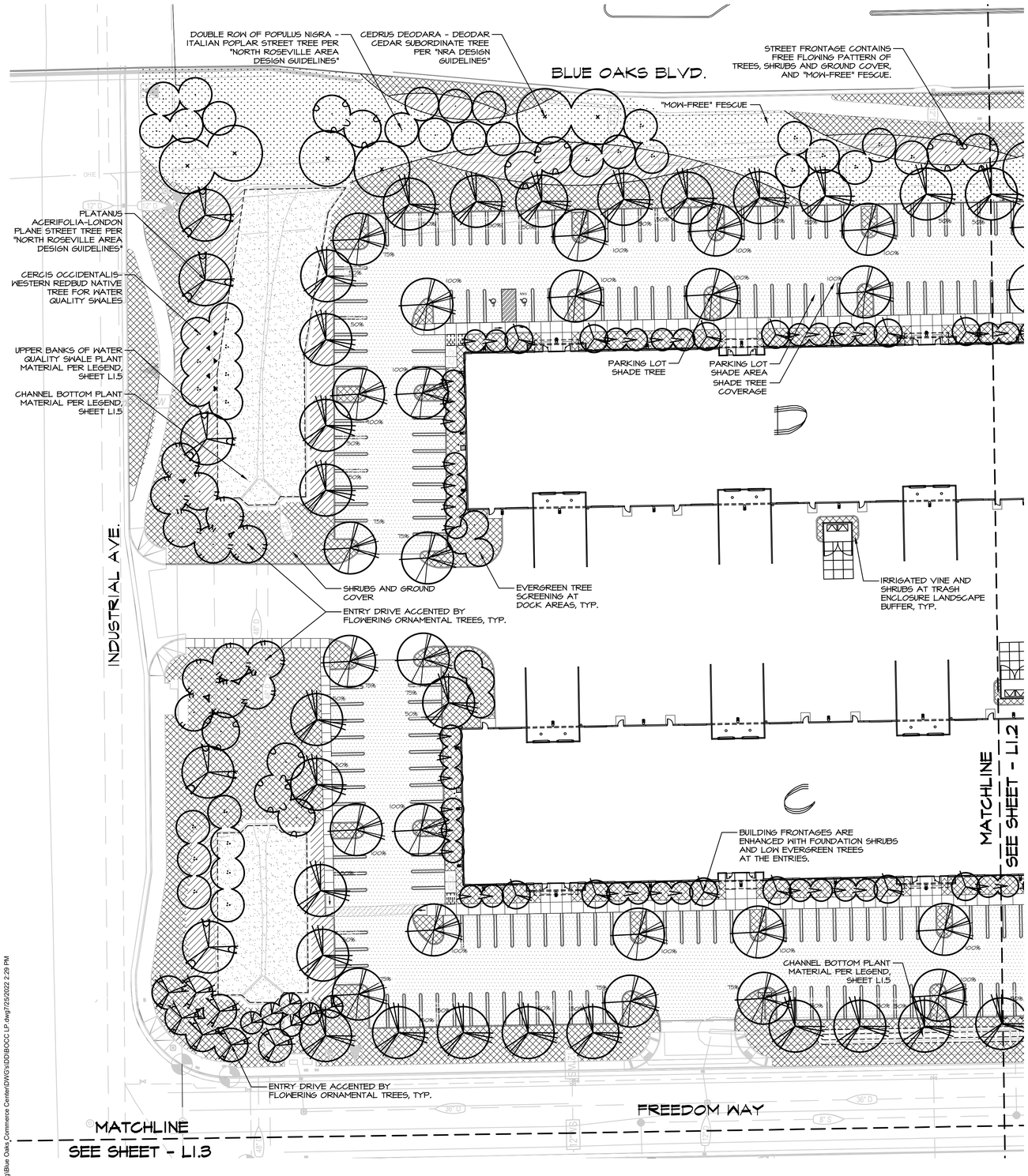
UTILITY PLAN SE

C2.4

CC EXHIBIT E


BLUE OAKS BOULEVARD
SOUTHERN PACIFIC RAILROAD
INDUSTRIAL AVENUE
FREEDOM WAY
FIDELITY WAY
HIGHWAY 65
WASHINGTON BOULEVARD
PARCEL 1 35 P.M. 129
PARCEL 2 35 P.M. 72
PARCEL 1 35 P.M. 72
PARCEL 4 35 P.M. 72
PARCEL 5 35 P.M. 72
PARCEL 6 35 P.M. 72
PARCEL 4 28 P.M. 109
PARCEL 2 28 P.M. 109
N89°02'30"E 1399.74'
N89°58'58"E 809.02'
N89°56'40"E 891.00'
N89°56'40"E 970.97'
N88°56'40"E 1244.20'
N88°56'40"E 1160.12'
N88°56'40"E 977.07'
N89°20'02"E 563.76'
N83°42'53"W 296.35'
N89°56'30"W 187.00'
N89°10'23"E 548.46'
FND. 2" BRASS CAP LS 3998 16\15 21\22
FND. 5/8" REBAR L.S. 5537
FND. 1" IRON PIPE L.S. 7350
FND. 1/2" REBAR LS 3341
FND. 5/8" REBAR TAGGED L.S. 3923
FND. MARKET L.S. 3923 PER (1)
FND. 1-1/4" COPPERWELD MONUMENT IN WELL STAMPED L.S. 5614 PER (10)
TELE MH 127.40 RIM
TEL MH 128.04 RIM
TEL MH 128.15 RIM
TELE MH 129.96 RIM
TEL MH 129.04 RIM
TEL MH 128.15 RIM
FES 122.53 12" FL
FES 126.86 12" FL (ELY)
FES 130.76 12" FL END
FES 126.18 12" FL
FES 122.18 12"FL
FES 122.69 12" FL
DITCH BOX 120.71
DITCH BOX 133.41 129.03 12" FL (N) 128.53 12" FL (W)
DITCH BOX 129.78 124.98 24" FL 124.88 24" FL
CMP 130.76 12" FL END
RCP 119.16 48" FL
RCP 119.18 48" FL
RCP 119.16 48" FL
RCP 120.07 48" FL (SLY)
RCP 120.12 48" FL (SLY)
RCP 120.76 12" FL (SLY)
RCP 120.76 48" FL
RCP 120.94 48" FL
RCP 126.51 121.09 48" FL
RCP 126.52 121.12 48" FL
RCP 126.52 121.27 36"x42" FL (SE TO DI)
RCP 121.67 48" FL
RCP 121.72 48" FL
RCP 125.86 12" FL
RCP 131.45 122.35 +/-66" FL
RCP 122.70 +/-66" FL (S END)
RCP 126.54 12" FL
RCP 124.79 24" FL
RCP 124.67 48" FL
RCP 132.36 123.71 +/-66" FL (W. END)
DI 143.73 GRT 141.35 12" FL (S)
DI 133.84 GRT 130.64 12" FL (S)
DI 125.38 GRT 122.85 12" FL (E) 122.83 12" FL (W)
DI 125.42 GRT 122.9012" FL (E)
DI 125.30 GRT 122.80 12" FL (E) 122.72 12" FL (S)
DI 125.33 GRT 122.80 12" FL (W)
DI 125.72 GRT 122.62 12" FL (E) 122.72 12" FL (W)
DI 125.86 GRT 123.20 12" FL (E)
DI 125.91 GRT 122.96 12" FL (NELY) 122.91'12" FL (W)
DI 129.51 GRT 127.19 12" FL (W) 127.06 12" FL (E)
DI 129.50 GRT 126.93 12" FL (N) 126.80 12" FL (S)
DI 129.50 GRT 127.30 12" FL (E) 127.20 12" FL (W)
DI 129.82 GRT 126.76 12" FL (S)
DI 129.47 GRT 126.77 12" FL (N) 126.72 12" FL (S)
DI 129.34 GRT 126.42 12" FL
DI 124.84 GRT 122.37 12" FL (W) 122.27 12" FL (S)
DI 124.94 GRT 122.34 12" FL (E)
DI 125.46 GRT 122.96 12" FL (W)
DI 127.75 GRT 124.80 12" FL (W)
DI 126.99 GRT 126.76 12" FL 126.24 12" FL
DI 129.41 GRT 125.59 12" FL
DMH 128.71 RIM 123.36 36" FL (E) 123.51 BTM
DMH 130.07 RIM 123.85 36" FL (E) 123.67 BTM
DMH 127.31 RIM 121.56 36" FL (E) 121.58 BTM.
DMH 131.14 RIM 126.66 18" FL (N) 126.49 18" FL (S) 126.24 18" F (S) 126.15 24" FL (E) 126.15 BTM
DMH 130.16 RIM 125.63 24" FL (E) 125.11 BTM
DMH 130.49 RIM 126.44 BTM
DMH 130.64 RIM 119.86 F FL (NLY) 119.05 +/-12" FL (E-W)
DMH 130.00 RIM 126.00 BTM
DMH 130.35 RIM 125.90 12" FL 125.47 24" FL THRU
DMH 128.51 RIM 122.16 24" FL (W) 122.04 24" FL (E)
DMH 135.23 RIM 123.50 BTM 124.79 TOP OF WATER
DMH 129.59 RIM 123.74 BTM
DMH 131.10 RIM 123.30 BTM
SMH 129.94 RIM 122.09 8" FL (N) 121.58 8" FL (W) 121.43 10" FL (E)
SMH 128.56 RIM 122.56 8" FL (S) 122.16 8" FL (E)
SMH 130.63 RIM 121.25 8" FL (S) 121.23 FL (N) 120.63 10" FL (W) 120.53 10" FL (E)
SMH 131.09 RIM 119.79 FL (E-W)
SMH 130.04 RIM 117.24 10" FL THRU
SMH 130.07 RIM 119.17 FL (SLY) 118.97 8" FL 118.26 10" FL (THRU)
SMH 129.68 RIM 116.68 FL (W) 115.74 FL (W-S)
SMH 126.92 RIM 113.25 FL (SELY) 113.20 FL (NLY) 113.02 FL (SLY)
SMH 129.98 RIM 113.48 FL (NW TO MH) 113.48 FL (ELY)
SMH 132.22 RIM 113.57 FL (SLY TO MH) 113.57 FL (NLY)
SMH 129.16 RIM 114.74 FL (S) 114.70 FL (NW)
DI SQ. 126.58 GRT 123.83 12" FL (N)
DI SQ. 129.41 GRT 125.59 12" FL
DI AT FC 127.50 GRT 126.21 12" FL (E)
DI AT FC 126.73 GRT 126.79 12" FL (E)
DI AT FC 126.81 GRT 121.28 FL (N) 121.27 FL (S)
DI AT FC 128.13 GRT 125.26 12" FL (NLY) 125.20 12" FL (S)
DI AT FC 128.25 GRT 125.15 12" FL (N)
DI AT FC 129.34 GRT 126.42 12" FL
DI AT FC 127.75 GRT 124.80 12" FL (W)
SSCO
INTERCONNECT BOX
ELEC BOX
PEDESTAL
SLB
METAL POLE
WATER PADDLE MARKER (TYP)
MARKER
B.O. BOX
UTS BOX
SURVEY MONUMENT
SURVEY MONUMENT PER RECORD OF SURVEY MAP NO. 99
SURVEY MONUMENT PER RECORD OF SURVEY MAP NO. 99 & 1953 O.R

CC EXHIBIT F



TREE LEGEND

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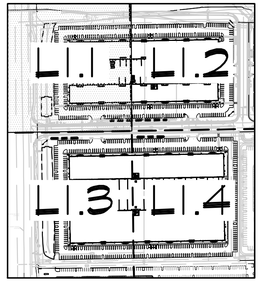
	21	Lagerstroemia indica 'Cherokee' / Cherokee Crape Myrtle	15 gal	18'X20'	M
	31	Photinia x fraseri / Red Tip Photinia	15 gal	12'X15'	L
	23	Pinus brutia eldarica / Afghan Pine	15 gal	15'X50'	L
	94	Pistacia chinensis 'Keith Davey' / Keith Davey Chinese Pistache	15 gal	30'X50'	L
	14	Platanus x acerifolia 'Columbia' / Columbia London Plane Tree	15 gal	30'X60'	L
	23	Populus nigra 'Italica' / Lombardy Poplar	15 gal	18'X50'	M
	21	Prunus x blireiana / Pink Flowering Plum	15 gal	20'X20'	M
	171	Rhaphiolepis x 'Montic' / Majestic Beauty Indian Hawthorn	15 gal	12'X12'	M
	15	Rhus lancea / African Sumac	15 gal	20'X20'	L
	100	Ulmus parvifolia 'Drake' / Drake Lacebark Elm	15 gal	28'X50'	L

PARKING LOT SHADE CALCULATIONS

SHADE CALCULATION TABLE - NORTH				
TREE-SYMBOL	Count	PERCENT-SHADE	SHADE-AREA	TOTAL
CER-OCC	8	50%	157	1256
PHO-FRA	3	100%	314	942
PIS-KEI	48	50%	481	23088
ULM-DRA	14	75%	722	10108
ULM-DRA	32	100%	962	30784
			TOTAL	66178
TOTAL PAVED AREA	121,446 s.f.			
SHADE REQUIRED	60,723 s.f.			
SHADE PROVIDED	66,178 s.f.			
PERCENT SHADE	54%			

SHADE CALCULATION TABLE - SOUTH				
TREE-SYMBOL	Count	PERCENT-SHADE	SHADE-AREA	TOTAL
PIS-KEI	45	50%	481	21645
ULM-DRA	1	50%	481	481
ULM-DRA	38	100%	962	36556
ULM-DRA	15	75%	722	10830
			TOTAL	69,512
TOTAL PAVED AREA	136,563 s.f.			
SHADE REQUIRED	68,281 s.f.			
SHADE PROVIDED	69,512 s.f.			
PERCENT SHADE	50%			



VICINITY MAP

NOTE: SEE SHEET L1.5 FOR PLANT LEGENDS AND NOTES.

0' 60' 30' 120'

NORTH

VLMK
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3933 SW Kelly Avenue
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Schnitzer PROPERTIES

YAMASAKI
LANDSCAPE ARCHITECTURE

JEFF AMBROSIA, ASLA C4057

1223 HIGH STREET
AUBURN, CALIFORNIA 95603
(530) 885-0040
FAX (530) 885-0042
www.yamasaki-la.com

PROJECT NAME

BLUE OAKS COMMERCE CENTER (BOCC)

2200 FREEDOM WAY
ROSEVILLE, CA.

REVISED MODIFIED STAGE I AND STAGE II INTAKE SET: 08-01-22

REVISIONS

	DATE	DESCRIPTION

LICENSED LANDSCAPE ARCHITECT
JEFFREY M. AMBROSIA 4057
12/22
Renewal Date
07/25/22
STATE OF CALIFORNIA

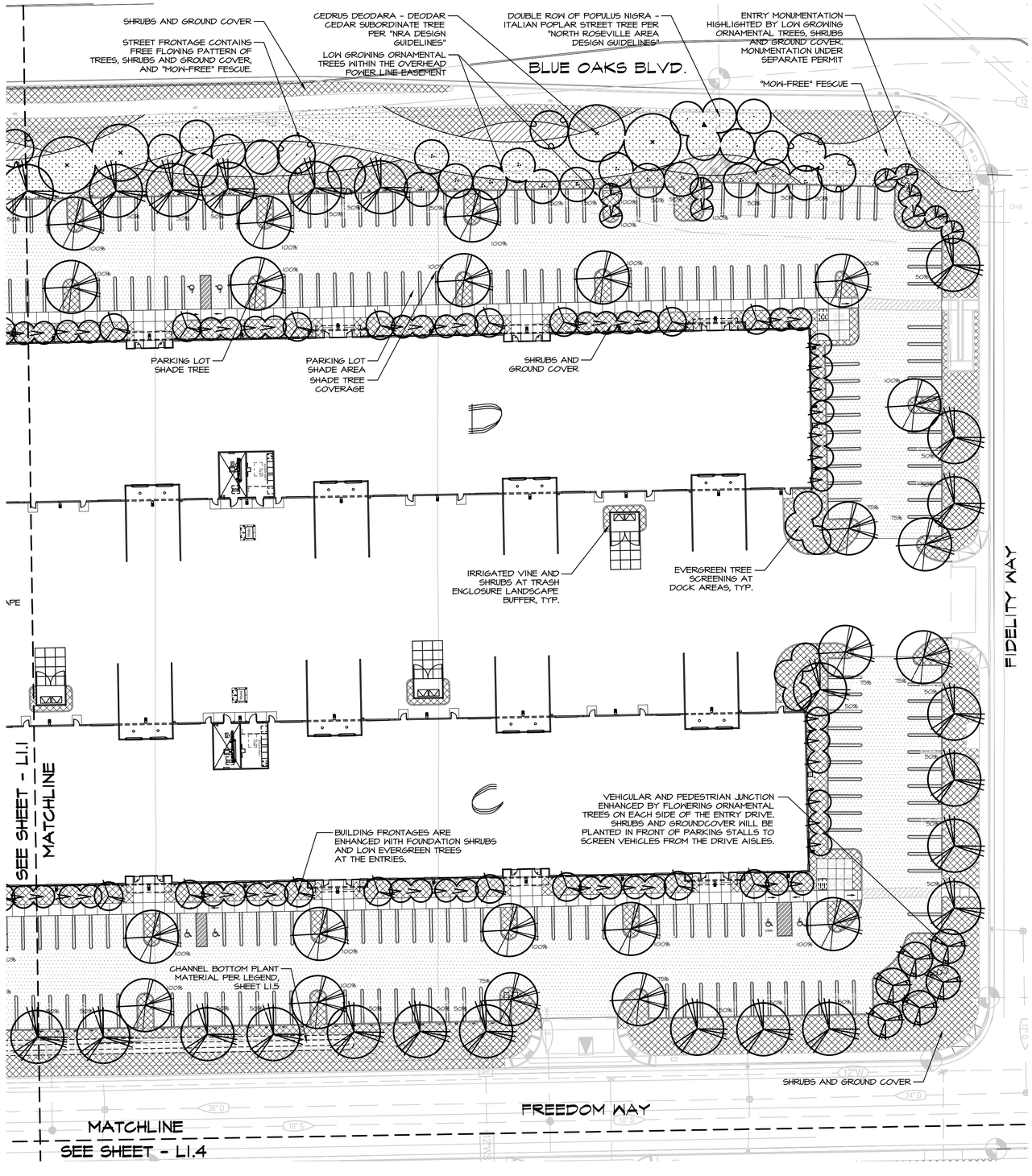
DATE
JUNE 10, 2022

SCALE	PROJ. NO.
1"=30'-0"	20210696
DRAWN	CHECKED
EJG	JMA

LANDSCAPE PLAN NW

L1.1

S:\dwg\Blue Oaks_Commerce Center\DWG's\DD\BOCC LP.dwg7/25/2022 2:29 PM



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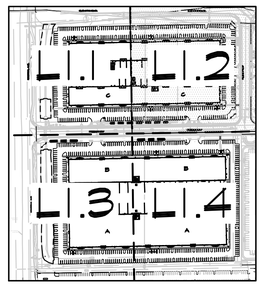

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JEFFREY M. AMBROSIA 4057
12/22
RENEWAL DATE
01/25/22
DATE
STATE OF CALIFORNIA

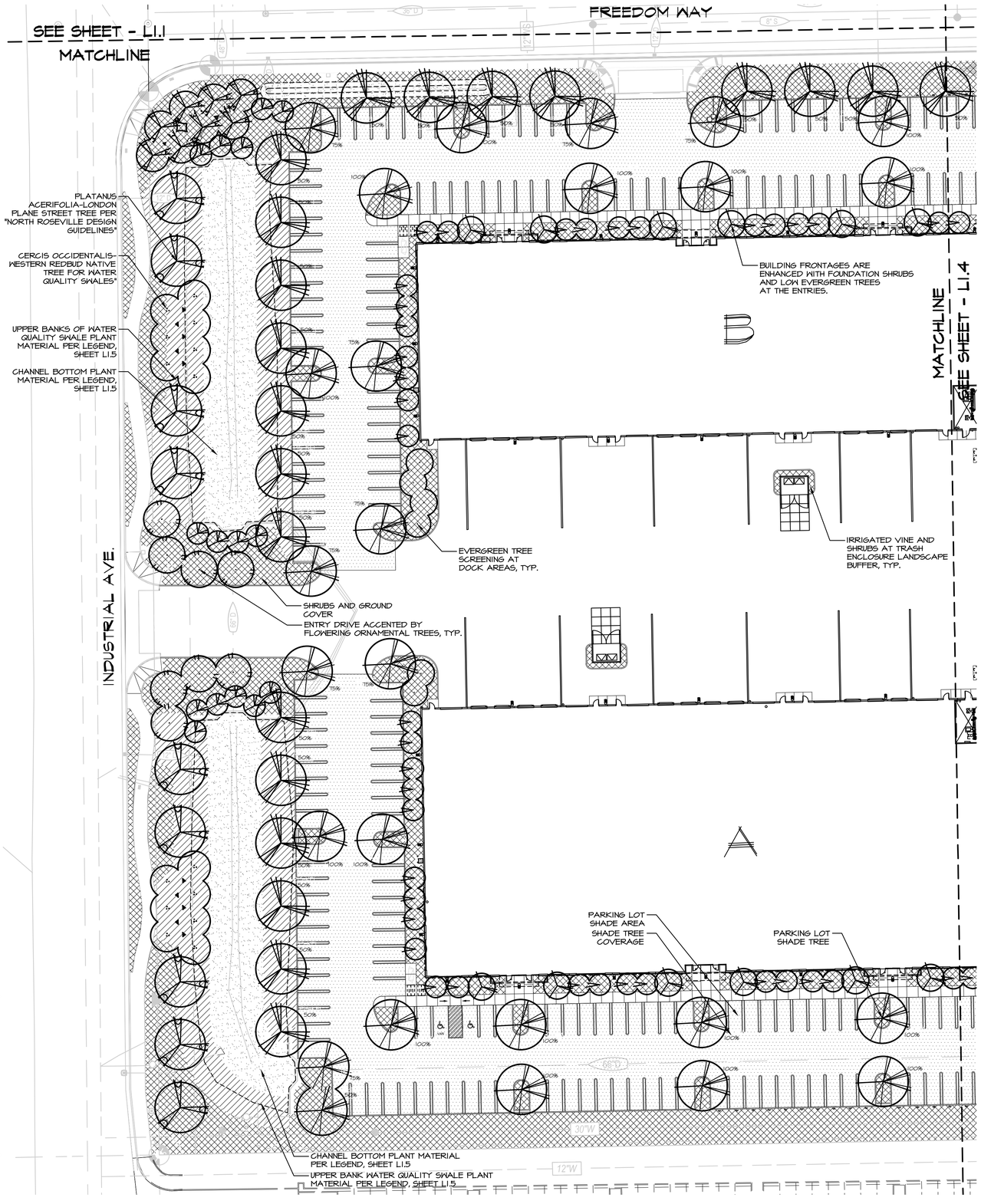
DATE
JUNE 10, 2022

SCALE	PROJ. NO.
1"=30'-0"	20210696
DRAWN	CHECKED
EJG	JMA

LANDSCAPE PLAN NE

L1.2

S:\dwg\Blue Oaks Commerce Center\DWGs\DD\BOCC LP.dwg 7/25/2022 2:30 PM



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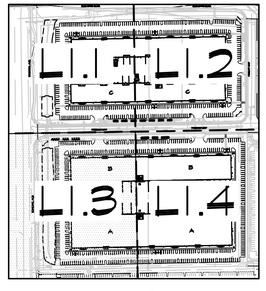

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30' 120'
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LICENSED LANDSCAPE ARCHITECT
JEFFREY M. AMBROSIA 4057
Signature 12/22
Renewal Date 01/25/22
STATE OF CALIFORNIA

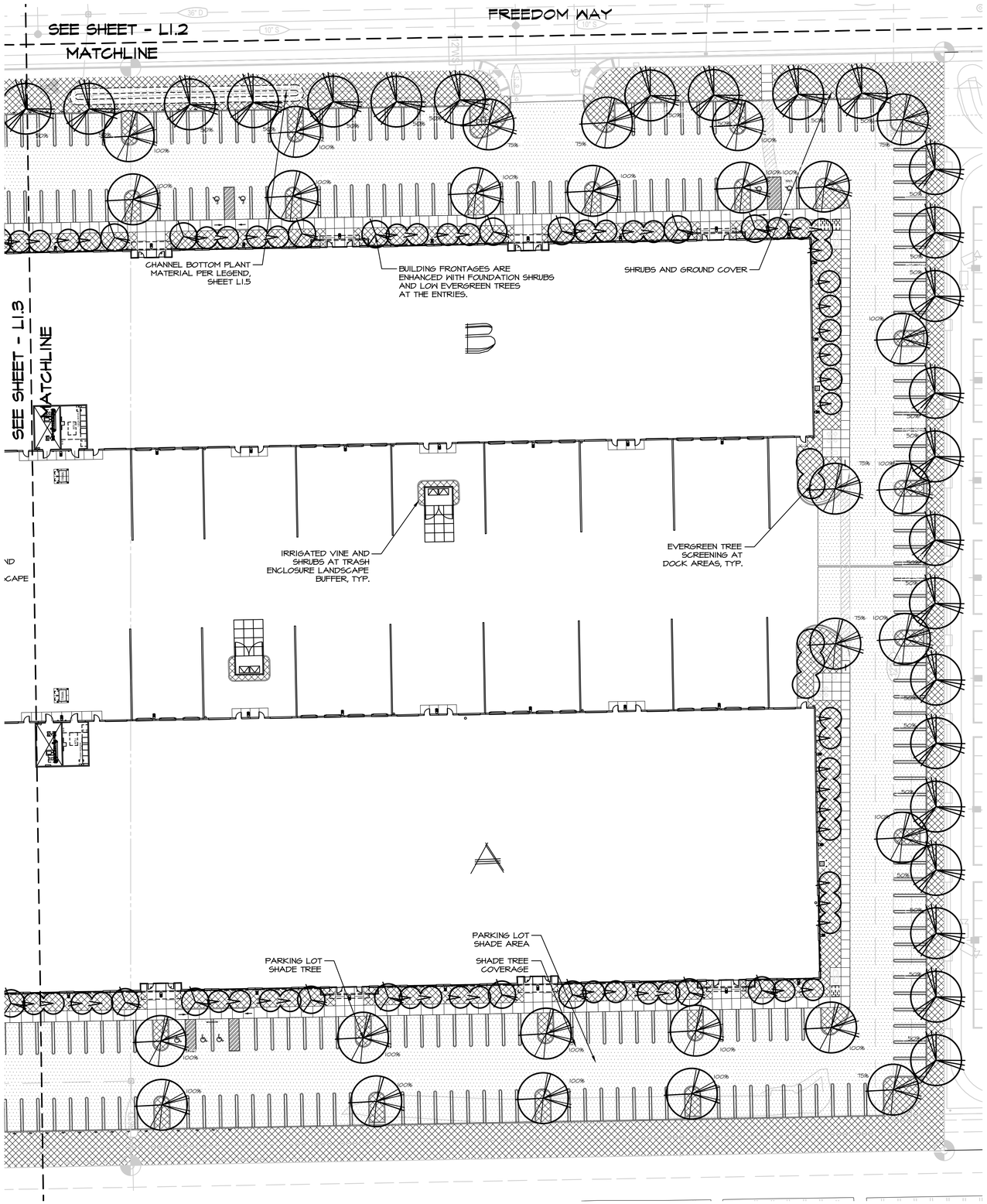
DATE
JUNE 10, 2022

SCALE	PROJ. NO.
1"=30'-0"	20210696
DRAWN	CHECKED
EJG	JMA

LANDSCAPE PLAN SW

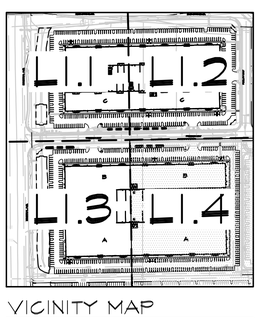
L1.3

S:\dwg\Blue Oaks Commerce Center\DWG's\DD\BOCC LP .dwg7/25/2022 2:35 PM



TREE LEGEND

TREES	QTY	BOTANICAL / COMMON NAME	SIZE	W'XH'	WATER USE
	10	Cedrus deodara / Deodar Cedar	15 gal	30'X80'	L
	51	Cercis occidentalis / Western Redbud	15 gal	18'X20'	L
	56	Cornus florida 'Cherokee Princess' / Cherokee Princess Dogwood	15 gal	15'X20'	M
	21	Lagerstroemia indica 'Cherokee' / Cherokee Crape Myrtle	15 gal	18'X20'	M
	31	Photinia x fraseri / Red Tip Photinia	15 gal	12'X15'	L
	23	Pinus brutia eldarica / Afghan Pine	15 gal	15'X50'	L
	94	Pistacia chinensis 'Keith Davey' / Keith Davey Chinese Pistache	15 gal	30'X50'	L
	14	Platanus x acerifolia 'Columbia' / Columbia London Plane Tree	15 gal	30'X60'	L
	23	Populus nigra 'Italica' / Lombardy Poplar	15 gal	18'X50'	M
	21	Prunus x blireiana / Pink Flowering Plum	15 gal	20'X20'	M
	171	Rhaphiolepis x 'Montic' / Majestic Beauty Indian Hawthorn	15 gal	12'X12'	M
	15	Rhus lancea / African Sumac	15 gal	20'X20'	L
	100	Ulmus parvifolia 'Drake' / Drake Lacebark Elm	15 gal	28'X50'	L



VICINITY MAP

NOTE: SEE SHEET L1.5 FOR PLANT LEGENDS AND NOTES.

0' 60' 30' 120'

NORTH

VLMK
ENGINEERING + DESIGN
3933 SW Kelly Avenue
Portland, Oregon 97239
503.222.4453
VLMK.COM

Schnitzer PROPERTIES

YAMASAKI
LANDSCAPE ARCHITECTURE

JEFF AMBROSIA, ASLA C4057

1223 HIGH STREET
AUBURN, CALIFORNIA 95603
(530) 885-0040
FAX (530) 885-0042
www.yamasaki-la.com

PROJECT NAME

BLUE OAKS COMMERCE CENTER (BOCC)

2200 FREEDOM WAY
ROSEVILLE, CA.

REVISED MODIFIED STAGE I AND STAGE II INTAKE SET: 08-01-22

REVISIONS

	DATE	DESCRIPTION

LICENSED LANDSCAPE ARCHITECT
JEFFREY M. AMBROSIA 4057
STATE OF CALIFORNIA
Signed 12/22
Renewal Date 01/25/22

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EJG	JMA

LANDSCAPE PLAN SE

L1.4

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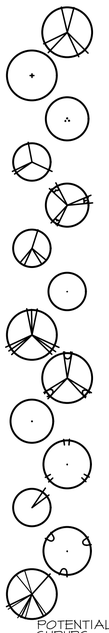
PLANT LEGEND



TREES	CODE	BOTANICAL / COMMON NAME	SIZE	W'XH'	WATER USE
	ACE RUB	Acer rubrum / Red Maple	15 gal	25'X50'	M
	CED DEO	Cedrus deodara / Deodar Cedar	15 gal	30'X80'	L
	CER OCC	Cercis occidentalis / Western Redbud	15 gal	18'X20'	L
	COR PRI	Cornus florida 'Cherokee Princess' / Cherokee Princess Dogwood	15 gal	15'X20'	M
	LAG CHE	Lagerstroemia indica 'Cherokee' / Cherokee Crape Myrtle	15 gal	18'X20'	M
	PHO FRA	Photinia x fraseri / Red Tip Photinia	15 gal	12'X15'	L
	PIN ELD	Pinus brutia eldarica / Afghan Pine	15 gal	15'X50'	L
	PIS KEI	Pistacia chinensis 'Keith Davey' / Keith Davey Chinese Pistache	15 gal	30'X50'	L
	PLA COL	Platanus x acerifolia 'Columbia' / Columbia London Plane Tree	15 gal	30'X60'	L
	POP NIG	Populus nigra 'Italica' / Lombardy Poplar	15 gal	18'X50'	M
	PRU BLI	Prunus x blireiana / Pink Flowering Plum	15 gal	20'X20'	M
	RHA MON	Rhaphiolepis x 'Montic' / Majestic Beauty Indian Hawthorn	15 gal	12'X12'	M
	RHU SUM	Rhus lancea / African Sumac	15 gal	20'X20'	L
	ULM DRA	Ulmus parvifolia 'Drake' / Drake Lacebark Elm	15 gal	28'X50'	L

POTENTIAL SHRUBS

CODE	BOTANICAL / COMMON NAME	SIZE	W'XH'	WATER USE
BER ATR	Berberis thunbergii 'Atropurpurea' / Red Leaf Japanese Barberry	5 gal	2'X3'	M
ESC TER	Escallonia x 'Terri' / Terri Escallonia	5 gal	5'X5'	M
GRE NOE	Grevillea x 'Noellii' / Noel Grevillea	5 gal	5'X5'	L
NAN HAR	Nandina domestica 'Harbour Dwarf' / Harbour Dwarf Heavenly Bamboo	5 gal	4'X3'	L
PEN RUB	Pennisetum setaceum 'Rubrum' / Purple Fountain Grass	5 gal	3'X3'	L
PHO MAO	Phormium tenax 'Maori Queen' / New Zealand Flax	5 gal	3'X3'	L
PIT WHE	Pittosporum tobira 'Wheeler's Dwarf' / Wheeler's Dwarf Pittosporum	5 gal	3'X3'	M
RHA JAC	Rhaphiolepis indica 'Jack Evans' / Jack Evans Indian Hawthorn	5 gal	5'X5'	M
RHA MIN	Rhaphiolepis umbellata 'Minor' / Dwarf Yedda Hawthorn	5 gal	4'X4'	L
XYL COM	Xylosma congestum 'Compacta' / Compact Xylosma	5 gal	5'X5'	L

POTENTIAL GRASSES

CODE	BOTANICAL / COMMON NAME	SIZE	W'XH'	WATER USE
MUH CAP	Muhlenbergia capillaris 'Lenca' / Regal Mist Muhly Grass	5 gal	4'X3'	L
MUH RIG	Muhlenbergia rigens / Deer Grass	5 gal	2'X3'	L

PLANTING STATEMENT

The proposed landscape plant palette consists of low and moderate water use shrubs, groundcover, trees, and ornamental grasses that are considered low maintenance and hardy. Choice of plants is guided by considerations of solar exposure and climate conditions of the site. Plant selection aims for longevity by selecting plants that are long lived varieties of trees, shrubs, groundcover, and grasses.

Shrubs and groundcover are no less than 1-gallon size. Trees are no less than 15-gallon size. Plant materials shall be spaced to provide substantial cover, but also to allow adequate room to mature into their natural form and ultimate size without required pruning.

IRRIGATION STATEMENT

The irrigation system will be serviced by a new point of connection. The irrigation design will consist of low volume point source drip irrigation. Proposed trees shall utilize bubbler irrigation to encourage deep root watering. The overall irrigation system will be designed with a smart irrigation controller. A weather sensor will be used to automatically adjust duration of application in accordance with recent weather conditions based on evapotranspiration. Maximum water allowance will be determined by State code. To also be consistent with the planting design, the irrigation design will create separate irrigation stations by hydrozone, locating plants of different water and solar needs into groups.

POTENTIAL VINES

CODE	BOTANICAL / COMMON NAME	SIZE	WATER USE
FIC PUM	Ficus pumila / Creeping Fig	5 gal	M

POTENTIAL GROUND COVERS

CODE	BOTANICAL / COMMON NAME	SIZE	SPACING	WATER USE
ARC UVA	Arctostaphylos uva-ursi 'Radiant' / Kinnikinnick	1 gal	10'X6"	M
ARC EME	Arctostaphylos x 'Emerald Carpet' / Emerald Carpet Manzanita	1 gal	10'X1'	M
COT LOW	Cotoneaster dammeri 'Lowfast' / Lowfast Bearberry Cotoneaster	1 gal	10'X1'	L
DIE VAR	Dietes vegeta 'Variegata' / Variegated African Iris	1 gal	3'X3'	L
ROS PRO	Rosmarinus officinalis 'Prostratus' / Dwarf Rosemary	1 gal	6'X2'	L
TRA JAS	Trachelospermum jasminoides / Chinese Star Jasmine	1 gal	5'X2'	M

MOW-FREE FESCUE

"MOW-FREE" NATIVE FESCUE SOD - MEDIUM WATER USE
Available from: Delta Bluegrass (800) 637-8873

SEED MIX - FOR CHANNEL BOTTOMS

SPECIES	PLS LBS./ ACRE
Leymus triticoides 'Yolo' / Creeping Wildrye	10.0
Elymus trachycaulus / Slender wheatgrass	8.0
Elymus glaucus / Blue Wildrye	8.0
Hordeum brachyantherum / Meadow Barley	4.0
Poa secunda / Native Pine Bluegrass	4.0
Vulpia microstachys / Small Fescue	3.0
TOTAL	37 LBS. PER ACRE (PLS)

FERTILIZER COMPONENT	INGREDIENT %
NITROGEN	7
PHOSPHORUS	2
POTASSIUM	3

OR APPROVED EQUAL

FERTILIZER SHALL BE NATURAL-BASED, SLOW RELEASE, & BALANCED IN N, P, K. ADD MYCORRHIZAL INNOCULANT AT 30 LBS./ ACRE

NATIVE SHRUBS - FOR UPPER BANKS OF WATER QUALITY SWALES (MIN. 1 GAL SIZE)

Arctostaphylos uva ursi 'Radiant' / Manzanita 'Radiant'
Baccharis pilularis 'Pigeon Point' / Dwarf Coyote Brush
Cephalanthus occidentalis / Buttonbush
Mimulus aurantiacus / Sticky Monkeyflower
Muhlenbergia rigens / Deergrass

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Schnitzer PROPERTIES

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REVISED MODIFIED STAGE I AND STAGE II INTAKE SET: 08-01-22

REVISIONS

⚠	DATE	DESCRIPTION

LICENSED LANDSCAPE ARCHITECT
JEFFREY M. AMBROSIA 4057
12/22
Renewal Date
07/25/22
Date
STATE OF CALIFORNIA

DATE: JUNE 10, 2022

SCALE	PROJ. NO.
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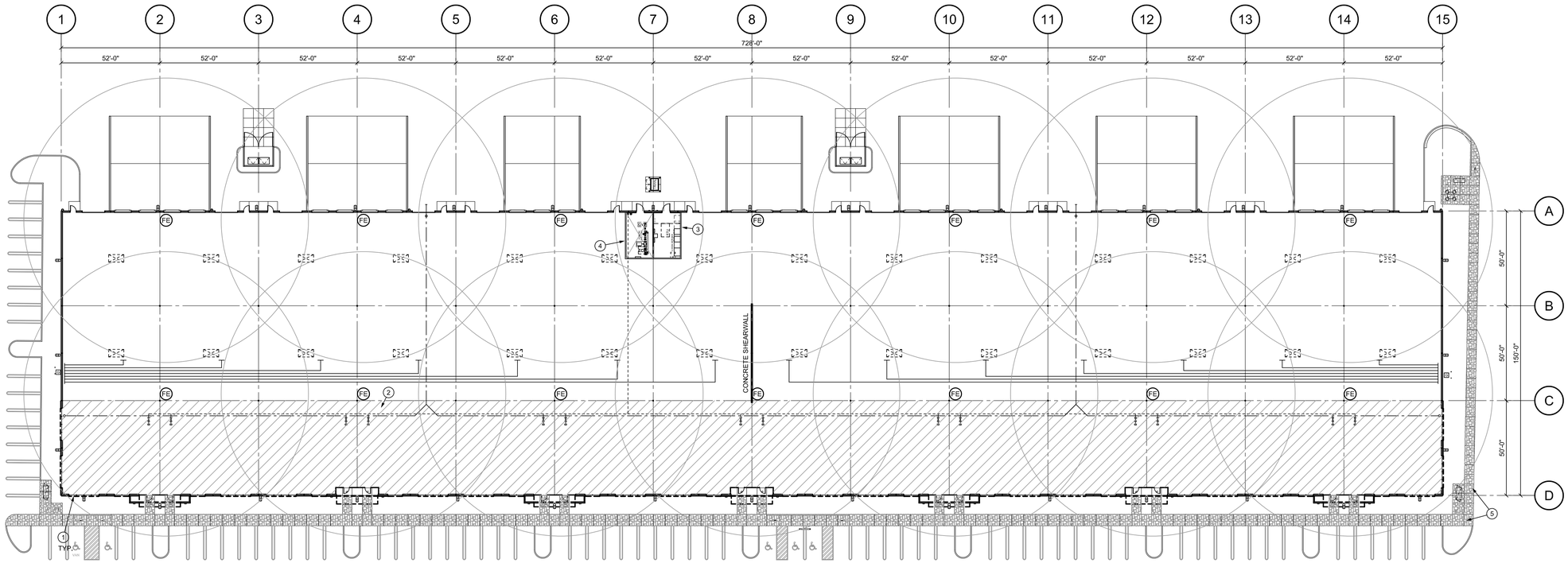
EJG	JMA

LANDSCAPE LEGENDS & NOTES

L1.5

CC EXHIBIT G



OVERALL FLOOR PLAN
BUILDING A

1" = 30.0'

WALL/CEILING INSULATION:

1. LOCATE PER #3 BELOW - THICKNESS: R-13 AT 3 5/8" WALL. R-19 AT 6" WALL/CEILING.
2. VAPOR BARRIER: CONDITIONED SIDE OF DEMISING WALLS/CEILINGS SEPARATING CONDITIONED AREAS FROM NON-CONDITIONED AREAS.
3. PROVIDE INSULATION AT THE FOLLOWING LOCATIONS:
   A. PERIMETER WALLS OF ELECTRICAL AND FIRE PUMP ROOMS.

STOREFRONT SAFETY GLAZING

1. PANES OVER 9 SQUARE FEET AND LESS THAN 18 INCHES ABOVE THE FLOOR WITH TOP EDGE OVER 36 INCHES ABOVE FLOOR AND WITHIN 36 INCHES OF WALKWAY ARE TO BE TEMPERED.
2. ALL GLASS WITHIN 18" OF THE FLOOR IS TO BE TEMPERED.
3. ALL GLASS WITHIN 24" OF ANY DOOR IS TO BE TEMPERED.
4. ALSO SEE SPECIFICATIONS

FIRE EXTINGUISHER LEGEND:

(FE) FIRE EXTINGUISHER (SHOWN WITH 75.0' RADIUS CIRCLE)

NOTES:

1) FIRE EXTINGUISHER (FE) TO BE MOUNTED ON METAL BRACKET PER MANUFACTURER. (FE) TO BE A MINIMUM 4A-10BC.
2) BASED ON NFPA 10 (TABLE E3.4) THIS BUILDING IS ALLOWED TO HAVE A MAXIMUM OF 6,000 SF. PER FE. (109,200/6,000 = 18 FE'S REQUIRED.) (14) PROVIDED.
3) ADDITIONAL FE'S WILL BE INSTALLED IN THE FUTURE OFFICE WITH THE TENANT IMPROVEMENT PERMITS.

GENERAL NOTES:

1. SEE FOUNDATION PLANS FOR ADDITIONAL DIMENSIONS OF ALL OPENINGS (DOORS, ETC.) THAT ARE NOT SHOWN.
2. VERIFY ALL UTILITY LOCATIONS AT EXIT FROM BUILDING WITH PLUMBING PLANS. COORDINATE ALL INTERIOR AND EXTERIOR UTILITY LOCATIONS PRIOR TO CONSTRUCTION.
3. SEE SITE PLAN (G1.0) FOR ADDITIONAL INFORMATION ON ITEMS THAT ARE SHOWN OUTSIDE OF BUILDING (WALKS, PARKING, ETC.).
4. DIMENSIONS TAKE PRECEDENCE OVER DRAWING: DO NOT SCALE DRAWINGS TO DETERMINE ANY LOCATIONS. THE ENGINEER SHALL BE NOTIFIED IF ANY DISCREPANCY OCCURS, PRIOR TO CONTINUING WITH WORK.
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6. EGRESS PATHS WILL BE INCLUDED WITH THE TENANT IMPROVEMENT PERMITS ONCE THE TENANTS ARE KNOWN AND THEIR RACKS AND/OR EQUIPMENT CAN BE SHOWN.

FLOOR PLAN KEYNOTES:

MARK	DESCRIPTION
1	EXTERIOR STOREFRONT WINDOWS PER SPECIFICATIONS.
2	VAPOR BARRIER UNDER SLAB AT ALL LOCATIONS SHOWN WITH HATCH PATTERN - SEE SPECIFICATIONS FOR TYPE.
3	ELECTRICAL ROOM PER SHEET A7.01 (2,000 AMP SERVICE).
4	FIRE PUMP ROOM PER SHEET A7.01.
5	FINISH SIDEWALKS AROUND THE BUILDING AS NOTED ON THE SITE PLANS (SHEETS G1.1 THROUGH G1.4).

SEE SHEETS AS NOTED FOR PARTIAL ENLARGED PLANS → A1.01 | A1.02

KEY PLAN

N.T.S.

VLMK
ENGINEERING + DESIGN
3933 S Kelly Avenue
Portland, Oregon 97239
503.222.4453
VLMK.COM

Schnitzer PROPERTIES

PROJECT NAME
BLUE OAKS COMMERCE CENTER (BOCC)

ADDRESS
2200 FREEDOM WAY
ROSEVILLE, CA.

REVISED MODIFIED STAGE I AND STAGE II INTAKE SET: 08-01-22

REVISIONS

△	DATE	DESCRIPTION

REGISTERED PROFESSIONAL ENGINEER
CHRISTIAN M. PALMATEER
No. 61597
Exp. 6/30/2023
CIVIL
STATE OF CALIFORNIA

DATE	
DECEMBER 2021	
SCALE: AS NOTED	PROJ. NO.: 20210696
DRAWN: BGL	CHECKED: CMP

OVERALL FLOOR PLAN BUILDING A

A1.00

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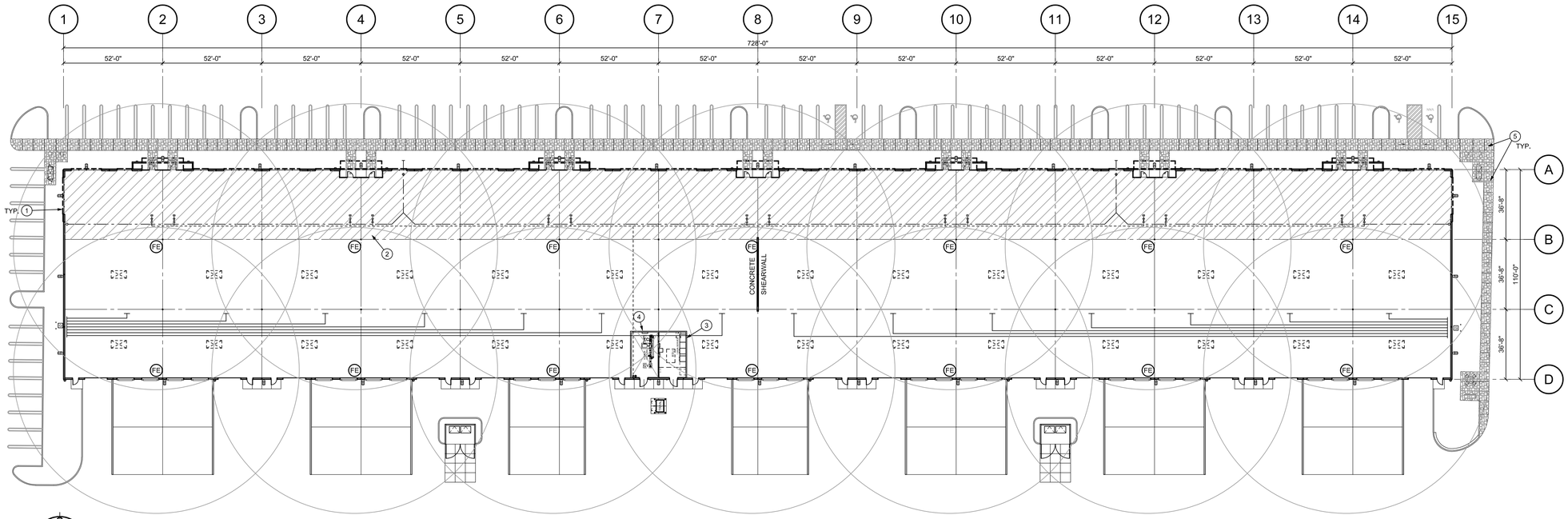

OVERALL FLOOR PLAN
BUILDING B

1" = 30.0'

WALL/CEILING INSULATION:

1. LOCATE PER #3 BELOW - THICKNESS: R-13 AT 3 5/8" WALL. R-19 AT 6" WALL/CEILING.
2. VAPOR BARRIER: CONDITIONED SIDE OF DEMISING WALLS/CEILINGS SEPARATING CONDITIONED AREAS FROM NON-CONDITIONED AREAS.
3. PROVIDE INSULATION AT THE FOLLOWING LOCATIONS:
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STOREFRONT SAFETY GLAZING

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4. ALSO SEE SPECIFICATIONS

FIRE EXTINGUISHER LEGEND:

(FE) FIRE EXTINGUISHER
(SHOWN WITH 75.0' RADIUS CIRCLE)

NOTES:
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3) ADDITIONAL FE'S WILL BE INSTALLED IN THE FUTURE OFFICE WITH THE TENANT IMPROVEMENT PERMITS.

GENERAL NOTES:

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2. VERIFY ALL UTILITY LOCATIONS AT EXIT FROM BUILDING WITH PLUMBING PLANS. COORDINATE ALL INTERIOR AND EXTERIOR UTILITY LOCATIONS PRIOR TO CONSTRUCTION.
3. SEE SITE PLAN (G1.0) FOR ADDITIONAL INFORMATION ON ITEMS THAT ARE SHOWN OUTSIDE OF BUILDING (WALKS, PARKING, ETC.).
4. DIMENSIONS TAKE PRECEDENCE OVER DRAWING: DO NOT SCALE DRAWINGS TO DETERMINE ANY LOCATIONS. THE ENGINEER SHALL BE NOTIFIED IF ANY DISCREPANCY OCCURS, PRIOR TO CONTINUING WITH WORK.
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FLOOR PLAN KEYNOTES:

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1	EXTERIOR STOREFRONT WINDOWS PER SPECIFICATIONS.
2	VAPOR BARRIER UNDER SLAB AT ALL LOCATIONS SHOWN WITH HATCH PATTERN - SEE SPECIFICATIONS FOR TYPE.
3	ELECTRICAL ROOM PER SHEET A7.01 (1,600 AMP SERVICE).
4	FIRE PUMP ROOM PER SHEET A7.01.
5	FINISH SIDEWALKS AROUND THE BUILDING AS NOTED ON THE SITE PLANS (SHEETS G1.1 THROUGH G1.4).

SEE SHEETS AS NOTED FOR PARTIAL ENLARGED PLANS → A1.05 | A1.06

KEY PLAN
N.T.S.

G:\Acad\2021\202110696\0-Drawings\200 A1.04 OVERALL FLOOR PLAN B.dwg7/26/2022 11:34 AM

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3933 S Kelly Avenue
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Schnitzer PROPERTIES

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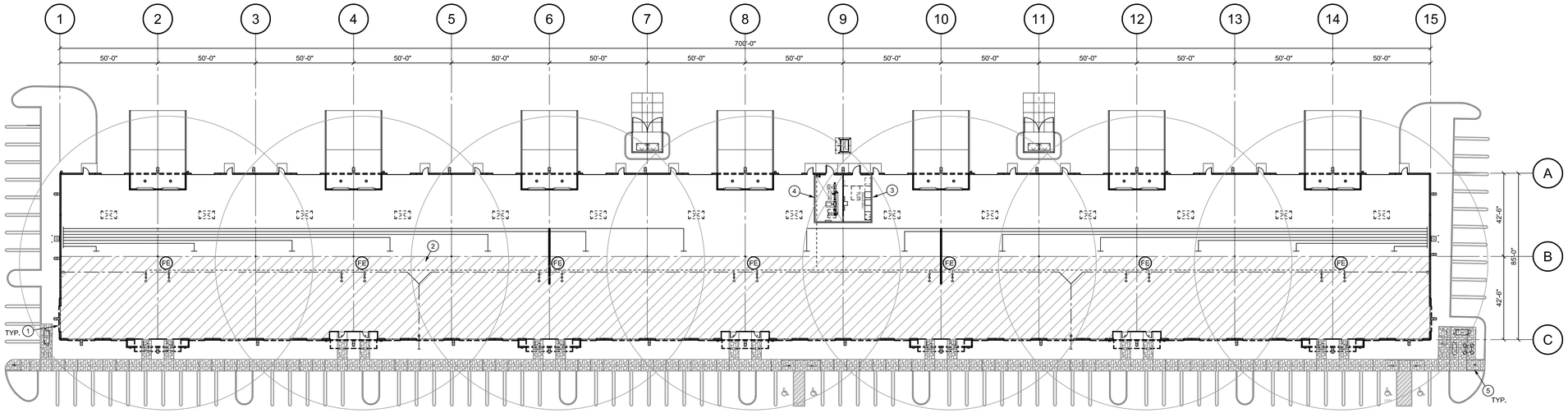
OVERALL FLOOR PLAN BUILDING B

A1.04



OVERALL FLOOR PLAN
BUILDING C

1" = 30.0'

WALL/CEILING INSULATION:

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4	FIRE PUMP ROOM PER SHEET A7.01.
5	FINISH SIDEWALKS AROUND THE BUILDING AS NOTED ON THE SITE PLANS (SHEETS G1.1 THROUGH G1.4).

SEE SHEETS AS NOTED FOR PARTIAL ENLARGED PLANS → A1.09 | A1.10

KEY PLAN

N.T.S.

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OVERALL FLOOR PLAN BUILDING C

A1.08

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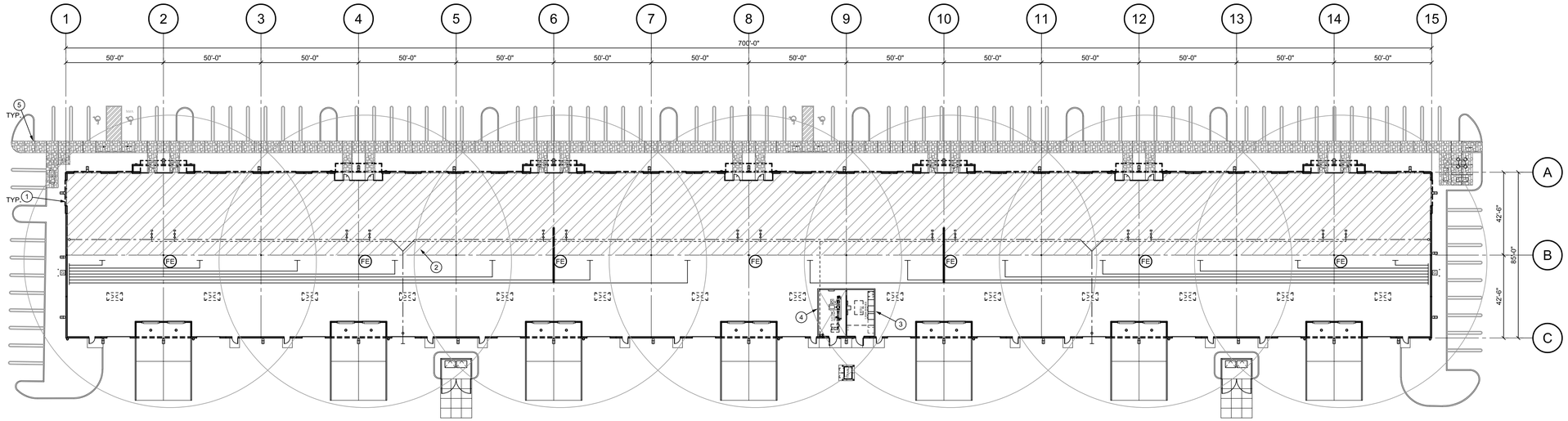

OVERALL FLOOR PLAN
BUILDING D

1" = 30.0'

WALL/CEILING INSULATION:

1. LOCATE PER #3 BELOW - THICKNESS: R-13 AT 3 5/8" WALL. R-19 AT 6" WALL/CEILING.
2. VAPOR BARRIER: CONDITIONED SIDE OF DEMISING WALLS/CEILINGS SEPARATING CONDITIONED AREAS FROM NON-CONDITIONED AREAS.
3. PROVIDE INSULATION AT THE FOLLOWING LOCATIONS:
   A. PERIMETER WALLS OF ELECTRICAL AND FIRE PUMP ROOMS.

STOREFRONT SAFETY GLAZING

1. PANES OVER 9 SQUARE FEET AND LESS THAN 18 INCHES ABOVE THE FLOOR WITH TOP EDGE OVER 36 INCHES ABOVE FLOOR AND WITHIN 36 INCHES OF WALKWAY ARE TO BE TEMPERED.
2. ALL GLASS WITHIN 18" OF THE FLOOR IS TO BE TEMPERED.
3. ALL GLASS WITHIN 24" OF ANY DOOR IS TO BE TEMPERED.
4. ALSO SEE SPECIFICATIONS

FIRE EXTINGUISHER LEGEND:

(FE) FIRE EXTINGUISHER
(SHOWN WITH 75.0' RADIUS CIRCLE)

NOTES:

1) FIRE EXTINGUISHER (FE) TO BE MOUNTED ON METAL BRACKET PER MANUFACTURER. (FE) TO BE A MINIMUM 4A-10BC.
2) BASED ON NFPA 10 (TABLE E3.4) THIS BUILDING IS ALLOWED TO HAVE A MAXIMUM OF 6,000 SF. PER FE. (109,200/6,000 = 18 FE'S REQUIRED.) (14) PROVIDED.
3) ADDITIONAL FE'S WILL BE INSTALLED IN THE FUTURE OFFICE WITH THE TENANT IMPROVEMENT PERMITS.

GENERAL NOTES:

1. SEE FOUNDATION PLANS FOR ADDITIONAL DIMENSIONS OF ALL OPENINGS (DOORS, ETC.) THAT ARE NOT SHOWN.
2. VERIFY ALL UTILITY LOCATIONS AT EXIT FROM BUILDING WITH PLUMBING PLANS. COORDINATE ALL INTERIOR AND EXTERIOR UTILITY LOCATIONS PRIOR TO CONSTRUCTION.
3. SEE SITE PLAN (G1.0) FOR ADDITIONAL INFORMATION ON ITEMS THAT ARE SHOWN OUTSIDE OF BUILDING (WALKS, PARKING, ETC.).
4. DIMENSIONS TAKE PRECEDENCE OVER DRAWING: DO NOT SCALE DRAWINGS TO DETERMINE ANY LOCATIONS. THE ENGINEER SHALL BE NOTIFIED IF ANY DISCREPANCY OCCURS, PRIOR TO CONTINUING WITH WORK.
5. ALL DIMENSIONS ON PLANS ARE FROM THE OUTSIDE FACE OF EXTERIOR WALLS AND CENTERLINE OF INTERIOR WALLS UNLESS OTHERWISE NOTED.
6. EGRESS PATHS WILL BE INCLUDED WITH THE TENANT IMPROVEMENT PERMITS ONCE THE TENANTS ARE KNOWN AND THEIR RACKS AND/OR EQUIPMENT CAN BE SHOWN.

FLOOR PLAN KEYNOTES:

MARK	DESCRIPTION
1	EXTERIOR STOREFRONT WINDOWS PER SPECIFICATIONS.
2	VAPOR BARRIER UNDER SLAB AT ALL LOCATIONS SHOWN WITH HATCH PATTERN - SEE SPECIFICATIONS FOR TYPE.
3	ELECTRICAL ROOM PER SHEET A7.01 (2,000 AMP SERVICE).
4	FIRE PUMP ROOM PER SHEET A7.01.
5	FINISH SIDEWALKS AROUND THE BUILDING AS NOTED ON THE SITE PLANS (SHEETS G1.1 THROUGH G1.4).

SEE SHEETS AS NOTED FOR PARTIAL ENLARGED PLANS → A1.13 | A1.14

KEY PLAN

N.T.S.

VLMK
ENGINEERING + DESIGN
3933 S Kelly Avenue
Portland, Oregon 97239
503.222.4453
VLMK.COM

Schnitzer PROPERTIES

PROJECT NAME
BLUE OAKS COMMERCE CENTER (BOCC)

ADDRESS
2200 FREEDOM WAY
ROSEVILLE, CA.

REVISED MODIFIED STAGE I AND STAGE II INTAKE SET: 08-01-22

REVISIONS

△	DATE	DESCRIPTION

REGISTERED PROFESSIONAL ENGINEER
CHRISTIAN M. PALMATIER
No. 61597
Exp. 6/30/2023
CIVIL
STATE OF CALIFORNIA

DATE: DECEMBER 2021
SCALE: AS NOTED
PROJ. NO.: 20210696
DRAWN: BGL
CHECKED: CMP

OVERALL FLOOR PLAN BUILDING D

A1.12

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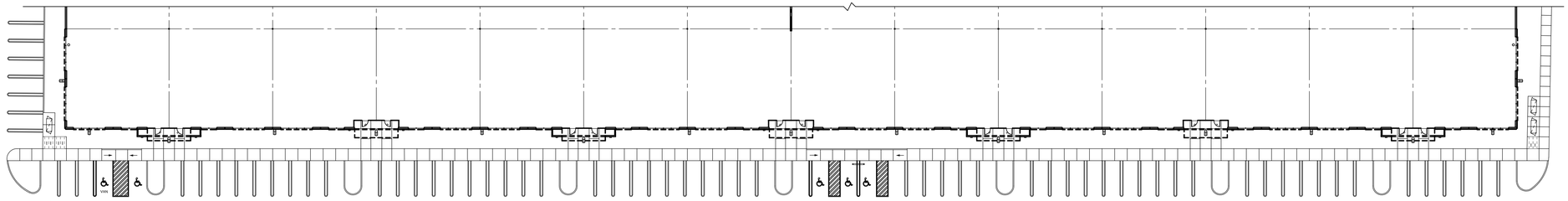
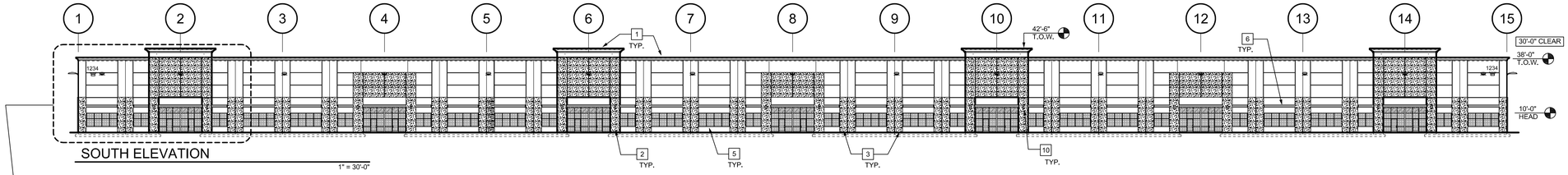
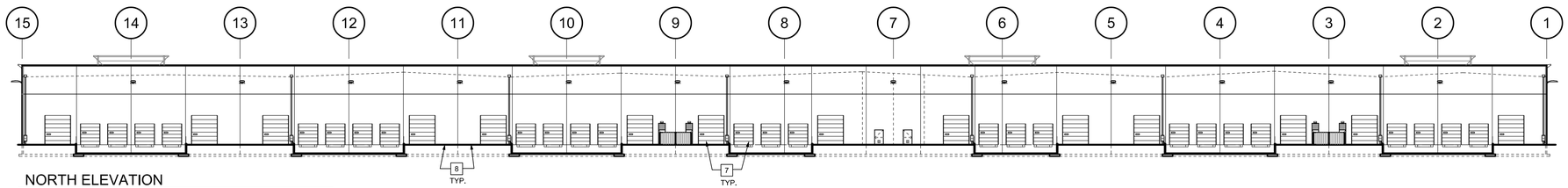
CC EXHIBIT H



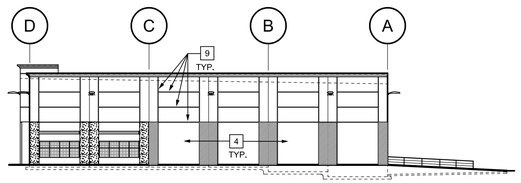
PARTIAL FLOOR PLAN
(SEE SHEET A1.0 FOR OVERALL FLOOR PLAN)
1" = 30'-0"



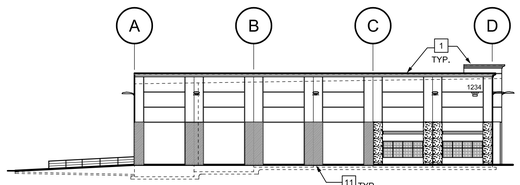
SOUTH ELEVATION
1" = 30'-0"



NORTH ELEVATION
1" = 30'-0"



EAST ELEVATION
1" = 30'-0"



WEST ELEVATION
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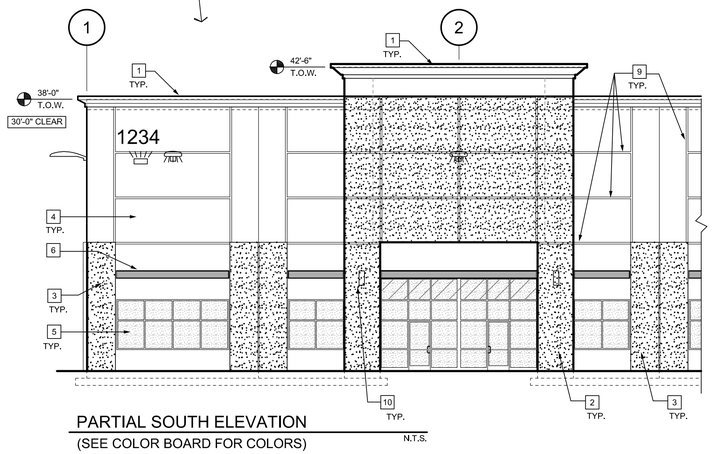
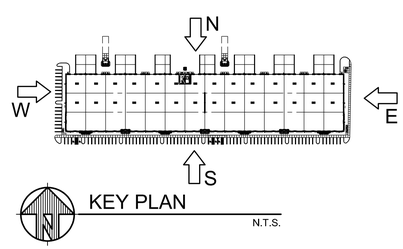


PARTIAL SOUTH ELEVATION
(SEE COLOR BOARD FOR COLORS)
N.T.S.

ELEVATION KEYNOTES:

MARK	DESCRIPTION
1	METAL CORNICE AT PARAPET ON ALL SIDES EXCEPT THE REAR OF THE BUILDING.
2	CONCRETE PANELS OUT IN FRONT OF THE BUILDING (SEE PLAN) WITH HEAVY TEXTURED PAINT.
3	CONCRETE STACK PANELS WITH HEAVY TEXTURED PAINT. SEE FLOOR PLAN FOR ALL LOCATIONS.
4	CONCRETE TILT-UP PANELS ON ALL SIDES.
5	ALUM. STOREFRONT WINDOWS.
6	STEEL ACCENT BEAM OVER WINDOWS.
7	OVERHEAD DOOR (GRADE DOORS AND DOCK DOORS).
8	EXTERIOR MANDOOR WITH 3' X 3' GLASS TRANSOM AT THE TOP.
9	1/2" X 3" REVEAL WHERE SHOWN.
10	SCONCE LIGHTS AT ENTRIES.
11	ACCENT PAINT (HATCHED) TO MATCH STACK PANEL COLOR AND FINISH.



KEY PLAN
N.T.S.

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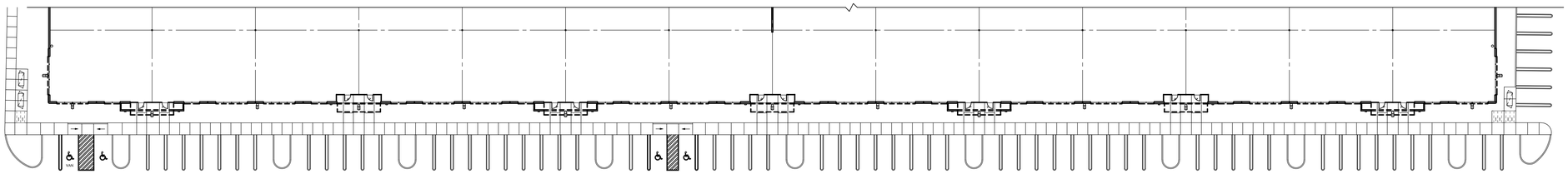
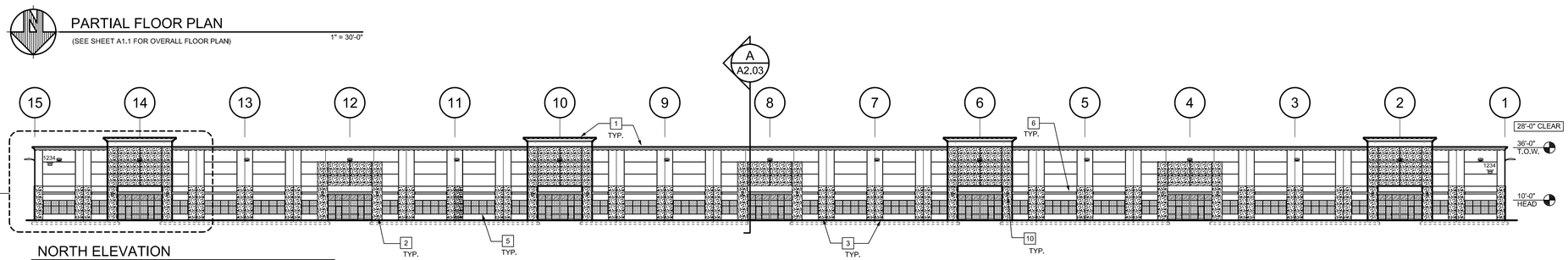
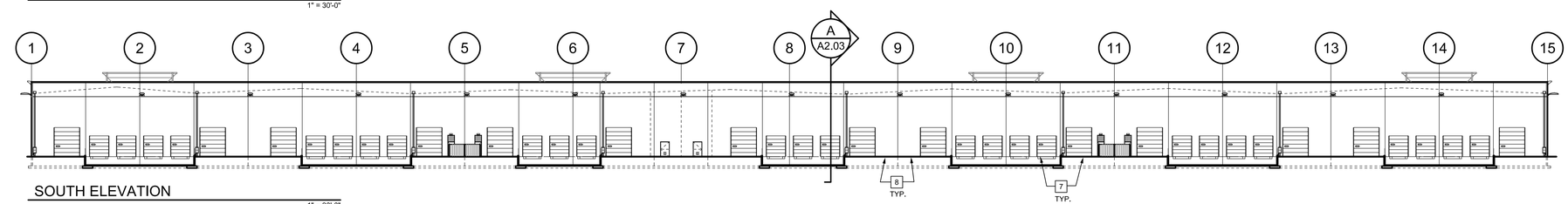
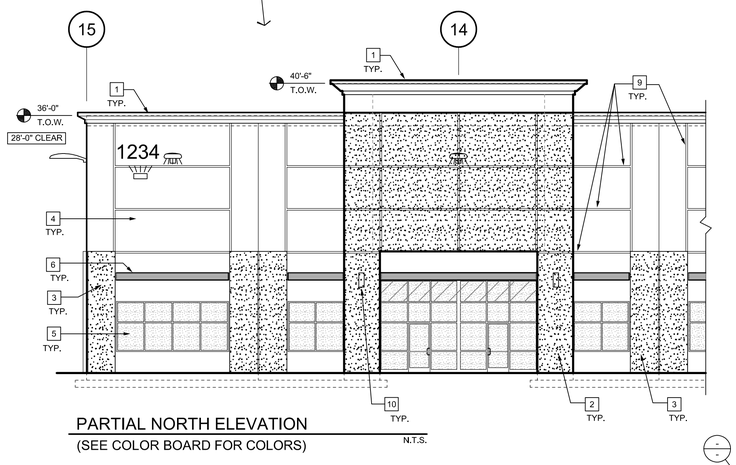
OVERALL EXTERIOR ELEVATIONS BUILDING A

A2.00









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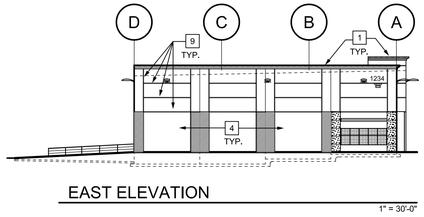

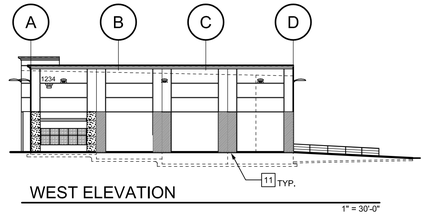

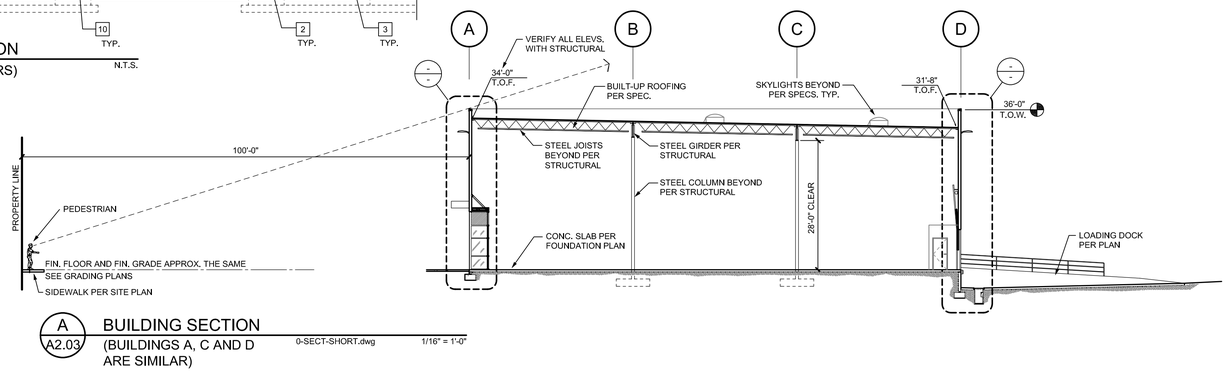

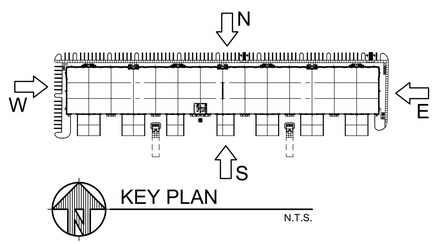

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OVERALL EXTERIOR ELEVATIONS BUILDING B

A2.03

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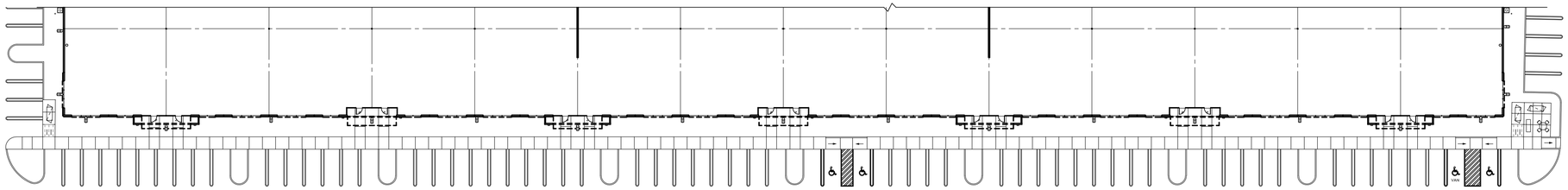
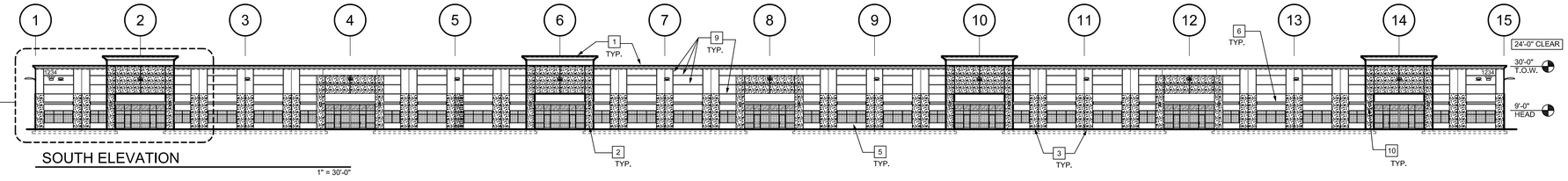


PARTIAL FLOOR PLAN

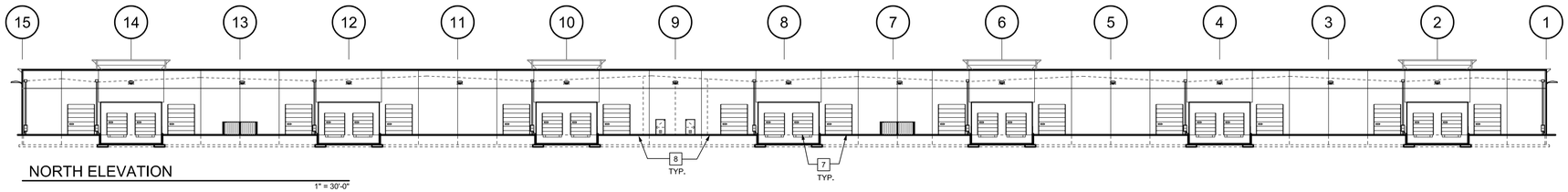
(SEE SHEET A1.2 FOR OVERALL FLOOR PLAN)

1" = 30'-0"



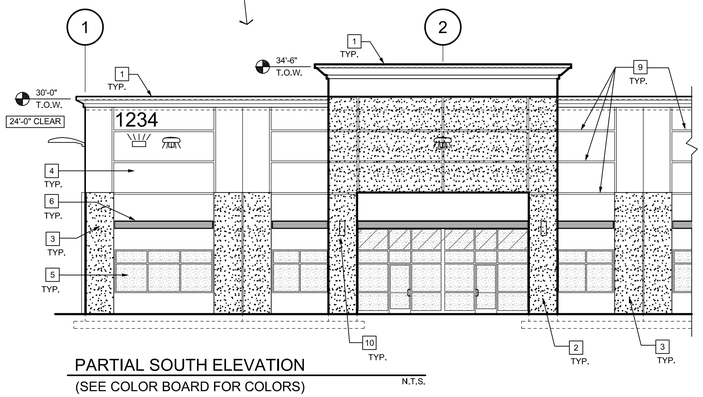
SOUTH ELEVATION

1" = 30'-0"



NORTH ELEVATION

1" = 30'-0"



PARTIAL SOUTH ELEVATION

(SEE COLOR BOARD FOR COLORS)

N.T.S.

ELEVATION KEYNOTES:

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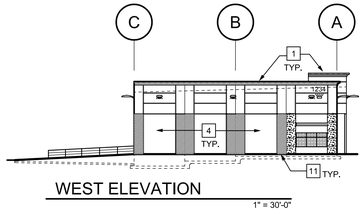
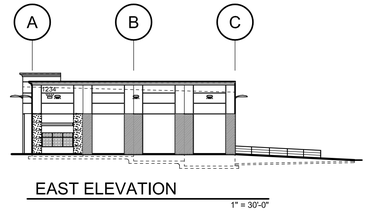


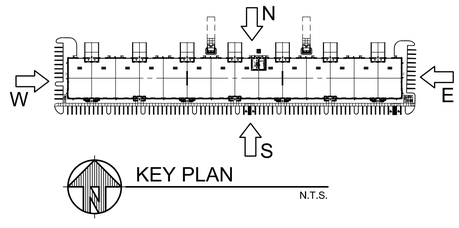
WEST ELEVATION

1" = 30'-0"



EAST ELEVATION

1" = 30'-0"



KEY PLAN

N.T.S.

VLMK
ENGINEERING + DESIGN

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Schnitzer PROPERTIES

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CHRISTIAN M. PALMATEER
No. 61597
Exp. 6/30/20
CIVIL
STATE OF CALIFORNIA

DATE	
DECEMBER 2021	
SCALE: AS NOTED	PROJ. NO.: 20210696
DRAWN: BGL	CHECKED: CMP

OVERALL EXTERIOR ELEVATIONS BUILDING C

A2.06

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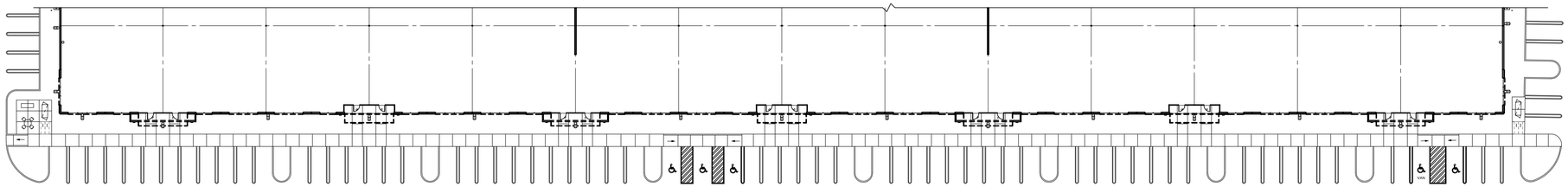
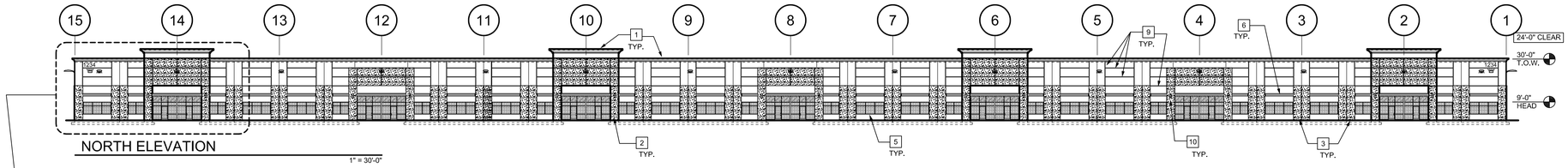


PARTIAL FLOOR PLAN

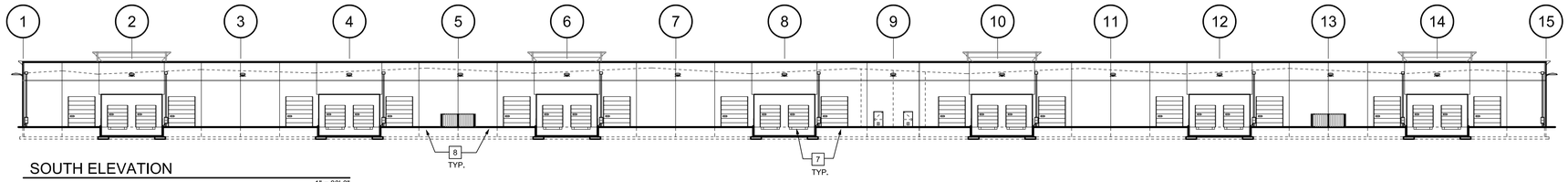
(SEE SHEET A1.3 FOR OVERALL FLOOR PLAN)

1" = 30'-0"



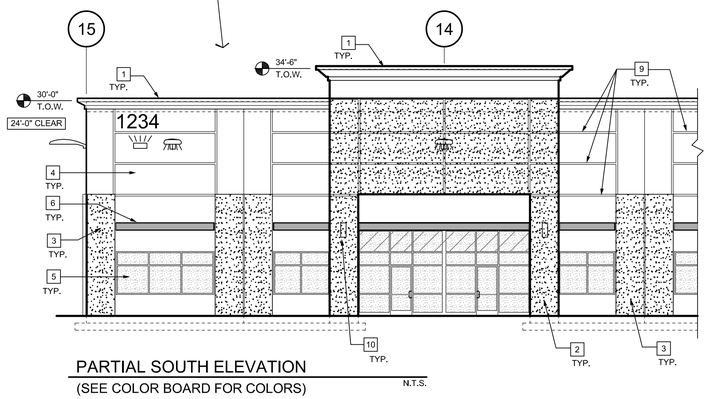
NORTH ELEVATION

1" = 30'-0"



SOUTH ELEVATION

1" = 30'-0"



PARTIAL SOUTH ELEVATION

(SEE COLOR BOARD FOR COLORS)

N.T.S.

ELEVATION KEYNOTES:

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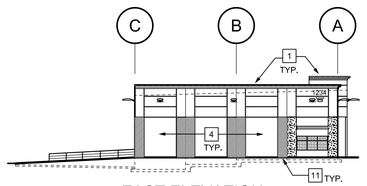

EAST ELEVATION

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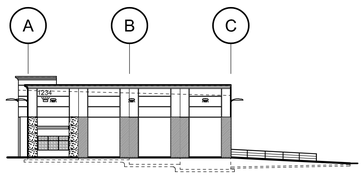

WEST ELEVATION

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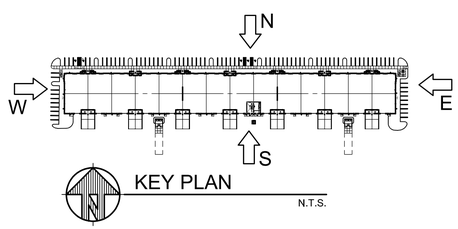

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OVERALL EXTERIOR
ELEVATIONS
BUILDING D

A2.09

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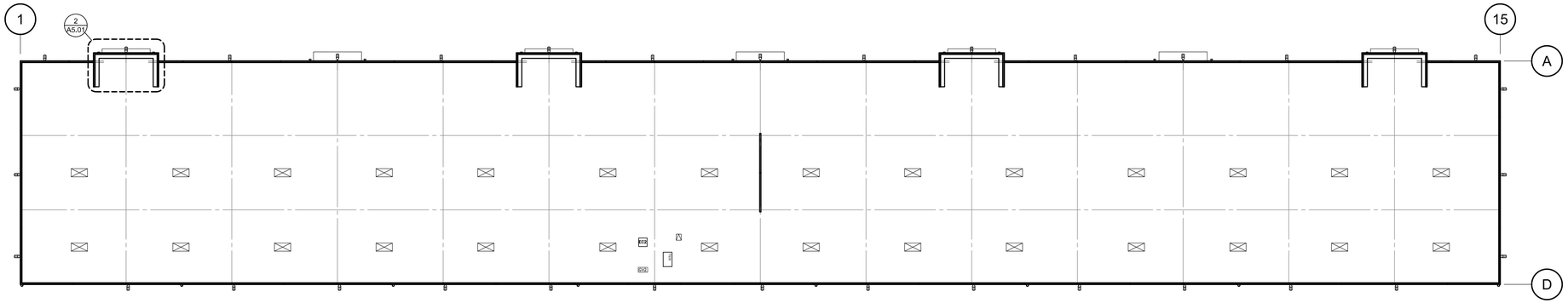
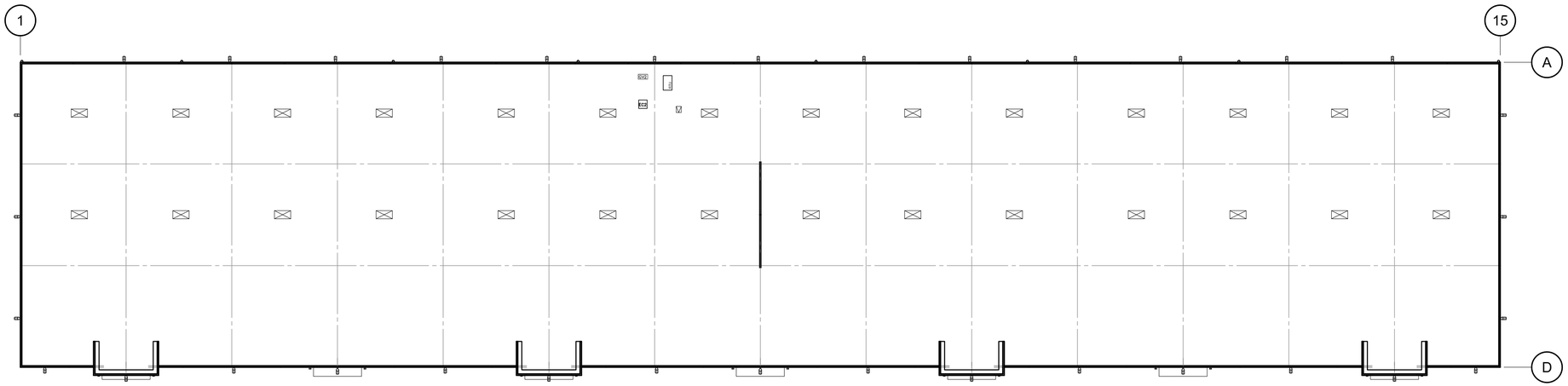


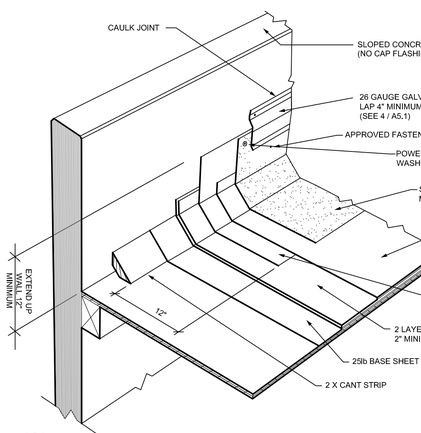
ROOF PLAN - BUILDING B

1" = 30.0'



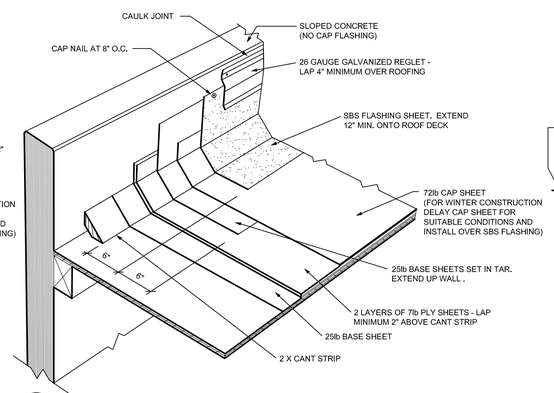
ROOF PLAN - BUILDING A

1" = 30.0'



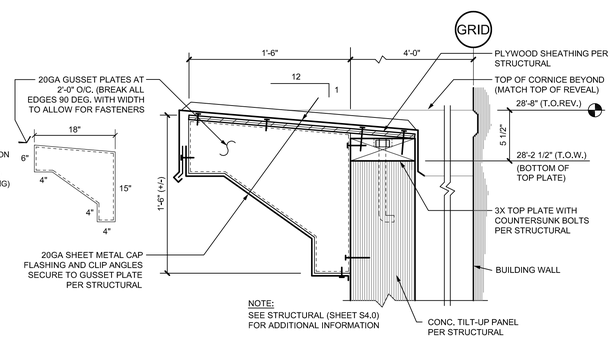
1 A5.00 PARAPET DETAIL ABOVE 12"

RF100.dwg 1" = 1'-0"



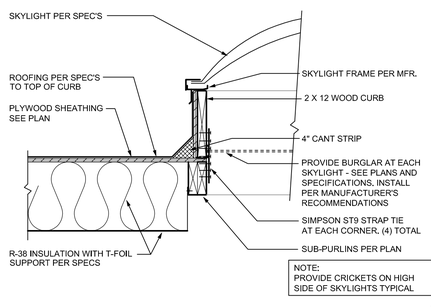
2 A5.00 PARAPET DETAIL BELOW 12"

RF101.dwg 1" = 1'-0"



3 A5.00 CORNICE DETAIL

PARAPET-2.dwg 1 1/2" = 1'-0"



4 A5.00 SKYLIGHT DETAIL

RF107.dwg 1" = 1'-0"

VLMK
ENGINEERING + DESIGN
3933 SW Kelly Avenue
Portland, Oregon 97239
503.222.4453
VLMK.COM

Schnitzer PROPERTIES

PROJECT NAME

BLUE OAKS COMMERCE CENTER (BOCC)

2200 FREEDOM WAY
ROSEVILLE, CA.

REVISED MODIFIED STAGE I AND STAGE II INTAKE SET: 08-01-22

REVISIONS

	DATE	DESCRIPTION

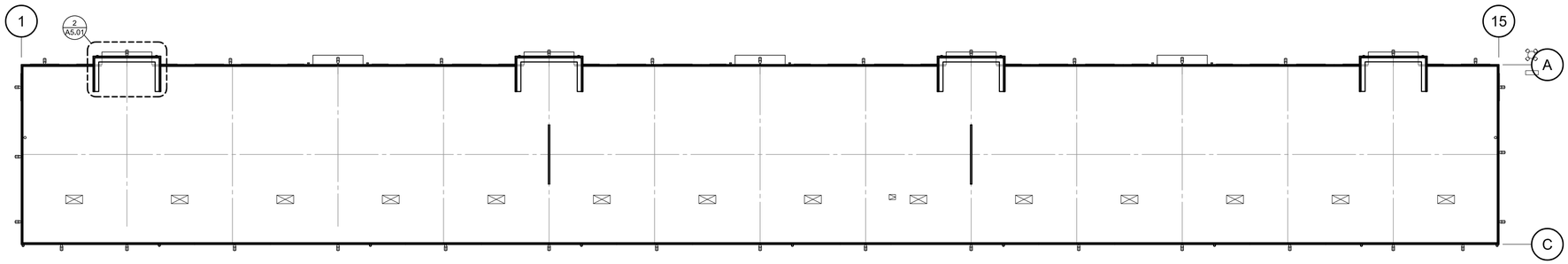
REGISTERED PROFESSIONAL ENGINEER
CHRISTIAN M. PALMATEER
No. 61597
Exp. 6/30/20
CIVIL
STATE OF CALIFORNIA

DATE	
DECEMBER 2021	
SCALE: AS NOTED	PROJ. NO.: 20210696
DRAWN: BGL	CHECKED: CMP

ROOF PLANS AND DETAILS BUILDINGS A AND B

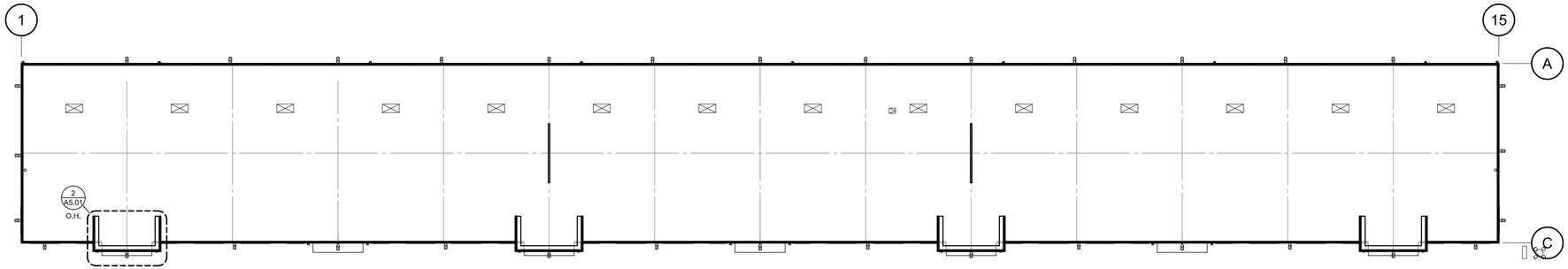
A5.00

G:\Acad\2021\2021006\10-Drawings\200 A5.00-A5.01 ROOF PLANS DTL5.dwg6/2/2022 11:21 AM



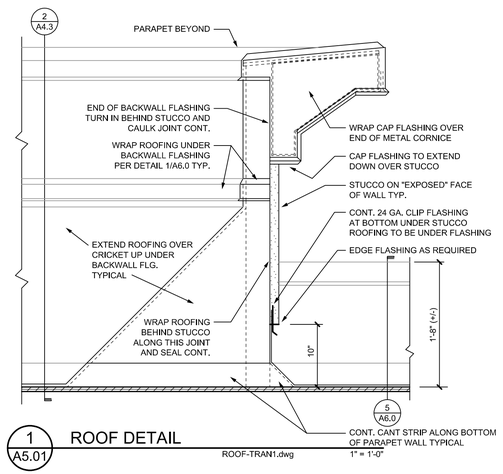
ROOF PLAN - BUILDING D

1" = 30.0'



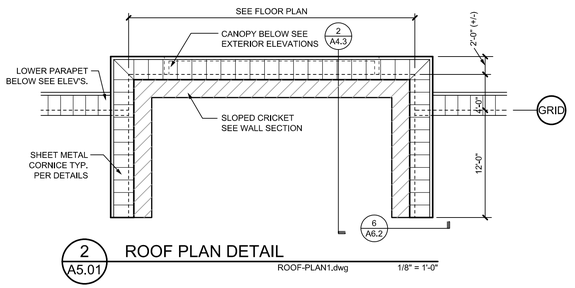
ROOF PLAN - BUILDING C

1" = 30.0'



1 A5.01 ROOF DETAIL

ROOF-TRAN1.dwg 1" = 1'-0"



2 A5.01 ROOF PLAN DETAIL

ROOF-PLAN1.dwg 1/8" = 1'-0"

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503.222.4453
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Schnitzer PROPERTIES

PROJECT NAME

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ROSEVILLE, CA.

REVISED MODIFIED STAGE I AND STAGE II INTAKE SET: 08-01-22

REVISIONS

	DATE	DESCRIPTION

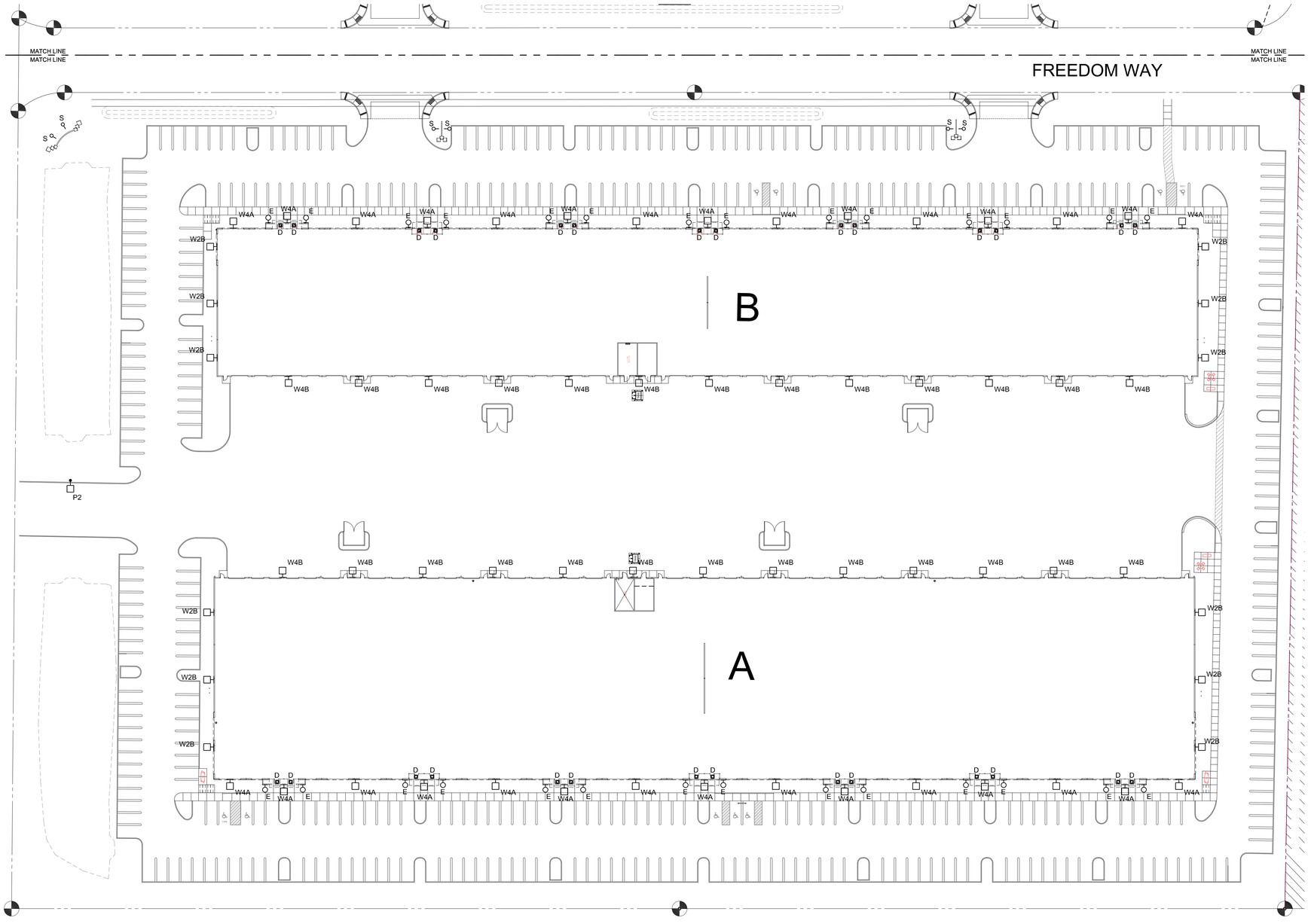
REGISTERED PROFESSIONAL ENGINEER
CHRISTIAN M. PALMATEER
No. 61597
Exp. 6/30/20
CIVIL
STATE OF CALIFORNIA

DATE	DECEMBER 2021
SCALE AS NOTED	PROJ. NO. 20210696
DRAWN BGL	CHECKED CMP

ROOF PLANS AND DETAILS BUILDINGS C AND D

A5.01

CC EXHIBIT I



1 SL1.1 SITE LIGHTING PLAN - SOUTH
1"=40'-0"

LIGHTING FIXTURE SCHEDULE

FIXTURE ID	PHYSICAL DESCRIPTION	MANUFACTURER	CATALOG #	MOUNTING	DISTRIBUTION TYPE	LAMP TYPE	COLOR TEMP	FIXTURE WATTS	LUMENS	VOLTAGE	MOUNTING HEIGHT	HARDWARE
WA	WALL	LITHONIA	WSR P2 40K SR4 MVOLT E20WC	WALL	4	LED	4000 K	29	3053	277	9'-0"	EMERGENCY BATTERY BACKUP
W2B	WALL	LITHONIA	DSX1 LED P4 40K T2M MVOLT	WALL	2	LED	4000 K	125	0	277	25'-0"	WALL BRACKET
W4A	WALL	LITHONIA	DSX1 LED P3 40K T4M MVOLT	WALL	4	LED	4000 K	102	0	277	25'-0"	WALL BRACKET
W4B	WALL	LITHONIA	DSX1 LED P4 40K T4M MVOLT	WALL	4	LED	4000 K	125	0	277	25'-0"	WALL BRACKET
P2	POLE	LITHONIA	DSX1 LED P3 40K T2M MVOLT	POLE	2	LED	4000 K	102	0	277	25'-0"	PROVIDE WITH POLE BASE
D	DOWNLIGHT	LITHONIA	LDN6-40/25-L06AR	RECESSED	-	LED	4000 K	28.3	0	277	CANOPY	
DE	DOWNLIGHT	LITHONIA	LDN6-40/25-L06AR-E10WCP	RECESSED	-	LED	4000 K	28.3	0	277	CANOPY	EMERGENCY BATTERY BACKUP
E	UP/DOWN	LUMINIS	SY602-L2L25-R15D-R1RU-277V-(FINISH)	WALL	-	LED	4000 K	51	0	277	9'-0"	VERIFY FINISH, LIGHT COLOR
S	SIGN LIGHT	LITHONIA	DSXF1 P1 30K HMF MVOLT IS DDBXD	GROUND	0	LED	3000 K	21	2329	277		

LEGEND - SITLE LIGHTING

- 0.0 — CALCULATED LIGHT LEVEL, IN FOOTCANDLES (FC). LIGHT CALCULATIONS ARE AT GROUND LEVEL IN THE HORIZONTAL PLANE, UNLESS OTHERWISE INDICATED.
- 0.5 — LIGHTING LEVEL ISOLINE, VALUE AS INDICATED IN FOOTCANDLES (FC)
- POLE LIGHT - SINGLE LUMINAIRE
- POLE LIGHT - 2 LUMINAIRES
- WALL LUMINAIRE
- SIGN LIGHT, GROUND-MOUNTED
- CEILING LUMINAIRE: RECESSED DOWNLIGHT
- 5 — ELECTRICAL SHEET NOTE DESIGNATOR
- SD — LETTER DESIGNATES LUMINAIRE TYPE (REFER TO LUMINAIRE SCHEDULE)
- MH — MOUNTING HEIGHT

GENERAL NOTES

1. REFER TO LIGHTING FIXTURE SCHEDULE, SHEET SL1.1, FOR LIGHTING FIXTURE MOUNTING HEIGHTS.
2. AREA LIGHTING (TYPES W2A, W2B,W4A, W4B, P2) ARE FULL CUTOFF FIXTURES, WITH NO UPLIGHT COMPONENT.

VLMK ENGINEERING + DESIGN
3933 SW Kelly Avenue
Portland, Oregon 97239
503.222.4453
VLMK.COM

Schnitzer PROPERTIES

333 SE SECOND AVE
SUITE 100
PORTLAND OR
97214
SYSTEM DESIGN CONSULTANTS INC.
503-248-0227
CONTACT: JOHN ROGERS

PROJECT NAME
BLUE OAKS COMMERCE CENTER (BOCC)

2200 FREEDOM WAY
ROSEVILLE, CA.

REVISED MODIFIED STAGE I AND STAGE II INTAKE SET: 08-01-22

REVISIONS

	DATE	DESCRIPTION

REGISTERED PROFESSIONAL ENGINEER — JOHN FRANK ROGERS — No. E15742 — ELECTRICAL — STATE OF CALIFORNIA
8/01/2022

DATE	AUGUST 1, 2022
SCALE: AS NOTED	PROJ. NO.: 20210696
DRAWN	CHECKED

SITE LIGHTING PLAN

SL1.1

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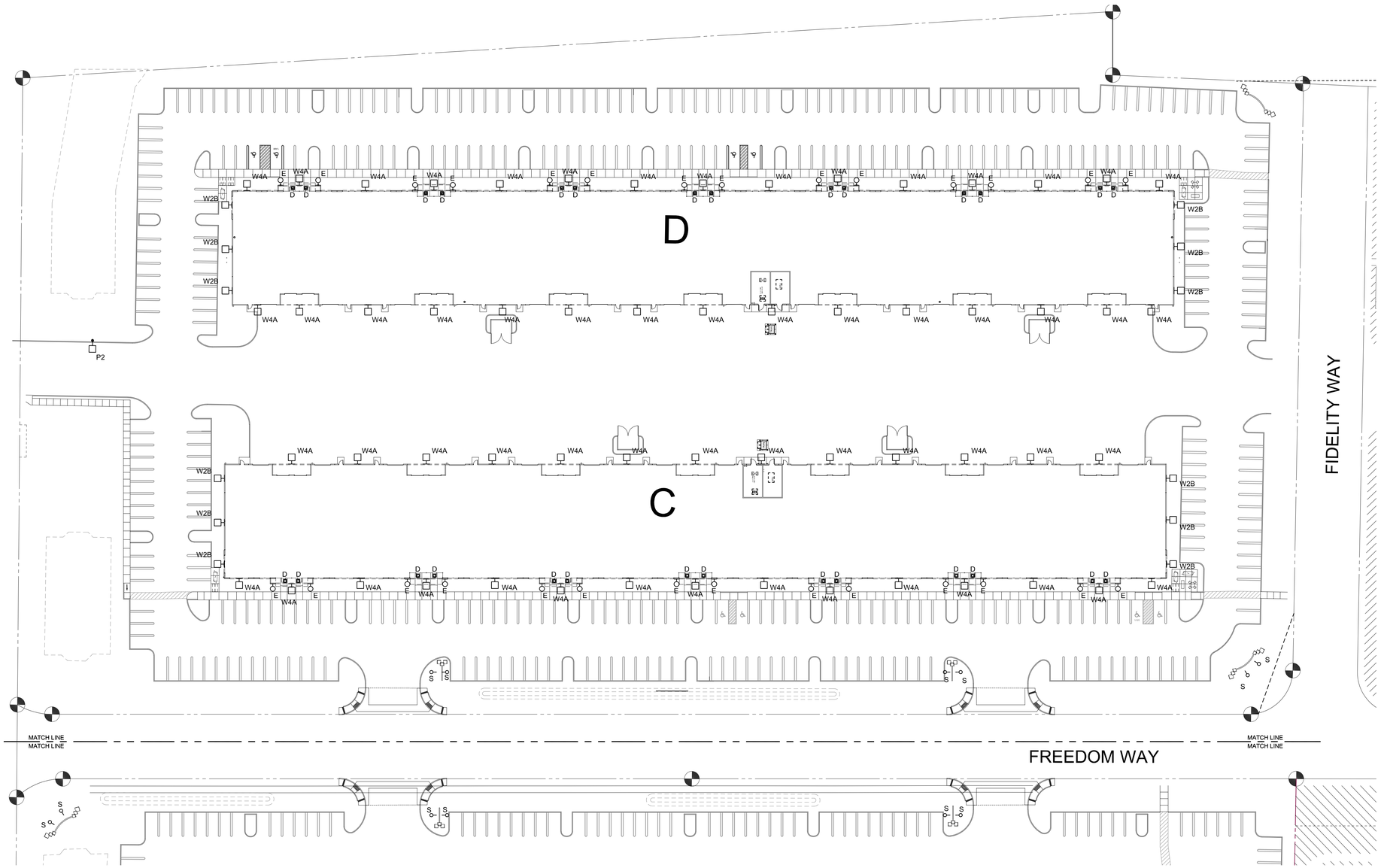
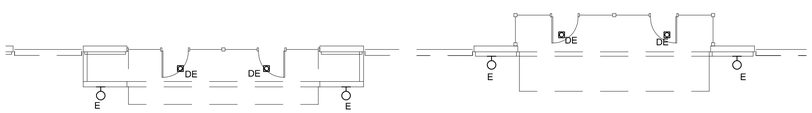


1 SL1.2 SITE LIGHTING PLAN - NORTH

1"=40'-0"



2 SL1.2 DETAIL - LIGHTING AT ENTRY (TYP.)

1/8"=1'-0"

LEGEND - SITLE LIGHTING

0.0	CALCULATED LIGHT LEVEL, IN FOOTCANDLES (FC). LIGHT CALCULATIONS ARE AT GROUND LEVEL IN THE HORIZONTAL PLANE, UNLESS OTHERWISE INDICATED.
0.5	LIGHTING LEVEL ISOLINE, VALUE AS INDICATED IN FOOTCANDLES (FC)
	POLE LIGHT - SINGLE LUMINAIRE
	POLE LIGHT - 2 LUMINAIRES
	WALL LUMINAIRE
	SIGN LIGHT, GROUND-MOUNTED
	CEILING LUMINAIRE: RECESSED DOWNLIGHT
5	ELECTRICAL SHEET NOTE DESIGNATOR
SD	LETTER DESIGNATES LUMINAIRE TYPE (REFER TO LUMINAIRE SCHEDULE)
MH	MOUNTING HEIGHT

GENERAL NOTES

1. REFER TO LIGHTING FIXTURE SCHEDULE, SHEET SL1.1, FOR LIGHTING FIXTURE MOUNTING HEIGHTS.
2. AREA LIGHTING (TYPES W2A, W2B,W4A, W4B, P2) ARE FULL CUTOFF FIXTURES, WITH NO UPLIGHT COMPONENT.

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JOHN FRANK ROGERS
No. E15742
ELECTRICAL
STATE OF CALIFORNIA
8/01/2022

DATE	AUGUST 1, 2022
SCALE	AS NOTED
PROJ. NO.	20210696
DRAWN	
CHECKED	

SITE LIGHTING PLAN

SL1.2

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D-Series Size 1

LED Area Luminaire

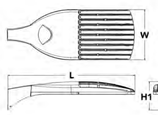
d-series

Buy American

Catalog Number	
Notes	
Type	

Specifications

EPA:	1.01 ft² (0.09 m²)
Length:	33" (83.8 cm)
Width:	13" (33.0 cm)
Height H1:	7-1/2" (19.0 cm)
Height H2:	3-1/2"
Weight (max):	27 lbs (12.2 kg)



Introduction

The modern styling of the D-Series is striking yet unobtrusive - making a bold, progressive statement even as it blends seamlessly with its environment. The D-Series distills the benefits of the latest in LED technology into a high performance, high efficacy, long-life luminaire.

The outstanding photometric performance results in sites with excellent uniformity, greater pole spacing and lower power density. It is ideal for replacing up to 750W metal halide in pedestrian and area lighting applications with typical energy savings of 65% and expected service life of over 100,000 hours.

Ordering Information

EXAMPLE: DSX1 LED P7 40K T3M MVOLT SPA NLTAIR2 PIRHN DDBXD

DSX1 LED

Series	LEDs	Color temperature	Distribution		Voltage	Mounting
DSX1 LED	**Forward optics**	30K 3000 K	T1S Type I short (Automotive)	T5VS Type V very short [1]	MVOLT [2]	**Shipped included**
	P1 P4 [1] P7 [1]	40K 4000 K	T2S Type II short	T5S Type V short [1]	XVOLT (277V-480V) [2,3]	SPA Square pole mounting
	P2 P5 [1] P8 [1]	50K 5000 K	T2M Type II medium	T5M Type V medium [1]	120 [3]	RPA Round pole mounting [3]
	P3 P6 [1] P9 [1]		T3S Type III short	T5W Type V wide [1]	208 [3]	WBA Wall bracket [3]
	Rotated optics		T3M Type III medium	BLC Backlight control [4]	240 [3]	SPUMBA Square pole universal mounting adaptor [3]
	P10 [1] P12 [1]		T4M Type IV medium	LCCO Left corner cutoff [4]	277 [3]	RPUMBA Round pole universal mounting adaptor [3]
	P11 [1] P13 [1,2]		TFTM Forward throw medium	RCCO Right corner cutoff [4]	347 [3]	**Shipped separately**
					480 [3]	KMA8 DDBXD U Mast arm mounting bracket adaptor (specify finish) [5]

Control options	Other options	Finish (required)
Shipped installed	**Shipped installed**	DDBXD Dark bronze
NLTAIR2 nLight AIR generation 2 enabled [11]	HS House-side shield [7]	DBLXD Black
PIRHN Network, high/low motion/ambient sensor [8]	SF Single fuse (120, 277, 347V) [1]	DNAXD Natural aluminum
PER NEMA twist-lock receptacle only (controls ordered separate) [9]	DF Double fuse (208, 240, 480V) [1]	DWHXD White
PERS Five-pin receptacle only (controls ordered separate) [9,10]	L90 Left rotated optics [1]	DDBTXD Textured dark bronze
PERT Seven-pin receptacle only (controls ordered separate) [9,10]	R90 Right rotated optics [1]	DBLBXD Textured black
DMG 0-10V dimming wires pulled outside fixture (for use with an external control, ordered separately) [12]	HA 50°C ambient operations [1]	DNATXD Textured natural aluminum
DS Dual switching [13,14,15]	BAA Buy American Act Compliant	DWHGXD Textured white
	Shipped separately	
PIR High/low, motion/ambient sensor, 8'-15' mounting height, ambient sensor enabled at 5fc [16,17]	BS Bird spikes [18]	
PIRH High/low, motion/ambient sensor, 15-30' mounting height, ambient sensor enabled at 5fc [16,17]	EGS External glare shield	
PIR1FC3V High/low, motion/ambient sensor, 8'-15' mounting height, ambient sensor enabled at 1fc [16,17]		
PIRH1FC3V Bi-level, motion/ambient sensor, 15-30' mounting height, ambient sensor enabled at 1fc [16,17]		
FAO Field adjustable output [19,21]		

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LUMINIS®

SY602 SERIES

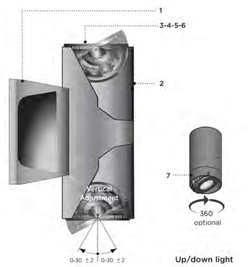
SYRIOS - LED

6" WALL UP/DOWN LIGHT

TYPE: _____ QUANTITY: _____ PROJECT: _____

CATALOG NUMBER:

FIXTURE	SUFFIX	REFLECTOR	VOLTAGE	FINISH	OPTION	OPTION	OPTION



Up/down light

SY602

1- Cast aluminum driver housing. Includes galvanized steel wall mount pressure plate.
2- Seamless extruded aluminum cylindrical housing.
3- Fully sealed cast aluminum up/down light assembly.
4- Sealed cast aluminum lens frame.
5- Clear tempered glass lens.
6- Faceted specular aluminum reflector.
7- Optional 360° adjustable rotation.

All stainless steel hardware.

Syrios LED light module is designed with a tilting mechanism allowing forward and back light adjustability. The ±30° directional module allows to aim the light beam in the desired direction, without disturbing the luminaire mounting. The module can be secured using the built in locking mechanism.
Fully adjustable 360° rotation also available, see option A360.

Other adjustment factory set positions are available. Please consult factory.

MATERIALS

Syrios LED is made of corrosion resistant 356 aluminum alloy with a copper (CU) content of less than 0.1%.
The main housing is made of seamless extruded aluminum, with an integrally sealed LED light module designed for optimal heat dissipation, and lighting performance.
Syrios LED is standard with a unique proprietary design allowing the sealed LED module to tilt within the cylindrical housing.
Syrios LED SY602 series is standard with 30° optics. See options section for alternate selection.

ELECTRICAL

DRIVER Standard driver is 0-10V dimming-ready (dims to 10%) with: 120-277 multi-volt compatibility (50-60Hz), operating temperature range of -40 C/-40 F to 55 C/131 F, output over voltage protection, output over current protection and output short circuit protection with auto-recovery.

LED Standard 4000K/80CRI, Optional 2700K, 3000K & 3500K. Optional Amber LED for turtle sensitive areas. Wavelengths: 584.5nm to 597nm.

LIFE

60,000hrs $L_{70}B_{50}$ (based on IESNA TM-21 Test Method and LM-80 data). Up to 70,000hrs $L_{70}B_{50}$ (calculated projection from LM-80 data).

FINISH

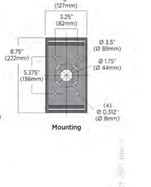
Five-stage preparation process including preheating of cast aluminum parts for air extraction, and an environmentally friendly alloy sealant. Polyester powder coating is applied through an electrostatic process and oven cured for long term finish.

MOUNTING

Maximum weight: 11.7 lbs (5.3 kg)
The mounting plate is designed to fit on a 4" (102mm) octagonal electrical box using 3 1/2" (89mm) C/C mounting holes.
Additional mounting holes are provided as per site requirements.

CERTIFICATION

Tested to UL1598 and CSA 22.2 #250. ETL listed wet location.
Rated IP66.



Mounting

Luminaires may be altered for design improvement or discontinued without prior notice

LITHONIA LIGHTING®

Catalog Number	
Notes	
Type	

LDN6

6" Open and WallWash LED
Non-IC
New Construction Downlight

FEATURES & SPECIFICATIONS

INTENDED USE — Typical applications include corridors, lobbies, conference rooms and private offices.
CONSTRUCTION — Galvanized steel mounting/plaster frame; galvanized steel junction box with bottom-hinged access covers and spring latches. Reflectors are retained by torsion springs.
Vertically adjustable mounting brackets with commercial bar hangers provide 3-3/4" total adjustment.
Two combination ½"-3/4" and four ½" knockouts for straight-through conduit runs. Capacity: 8 (4 in, 4 out). No. 12 AWG conductors, rated for 90°C.
Accommodates 12"-24" joist spacing.
Passive cooling thermal management for 25°C standard; high ambient (40°C) option available. Light engine and drivers are accessible from above or below ceiling.
Max ceiling thickness 1-1/2".
OPTICS — LEDs are binned to a 3-step SDCM; 80 CRI minimum. 90 CRI optional.
LED light source concealed with diffusing optical lens.
General illumination lighting with 1.0 % MM and 55° cutoff to source and source image.
Self-flanged anodized reflectors in specular, semi-specular, or matte diffuse finishes. Also available in white and black painted reflectors.
ELECTRICAL — Multi-volt (120-277V, 50/60Hz) 0-10V dimming drivers mounted to junction box, 10% or 1% minimum dimming level available.
0-10V dimming fixture requires two (2) additional low-voltage wires to be pulled.
70% lumen maintenance at 60,000 hours.
LISTINGS — Certified to US and Canadian safety standards. Wet location standard (covered ceiling). IP55 rated. ENERGY STAR® certified product.
BUY AMERICAN — Product with the BAA option is assembled in the USA and meets the Buy America(n) government procurement requirements under FAR, DFARS and DOT. Please refer to www.acuitybrands.com/buy-american for additional information.
WARRANTY — 5-year limited warranty. This is the only warranty provided and no other statements in this specification sheet create any warranty of any kind. All other express and implied warranties are disclaimed. Complete warranty terms located at: www.acuitybrands.com/support/warranty/terms-and-conditions
Note: Actual performance may differ as a result of end-user environment and application.
All values are design or typical values, measured under laboratory conditions at 25 °C.
Specifications subject to change without notice.

A+ Capable options indicated by this color background.

Buy American

ORDERING INFORMATION

Lead times will vary depending on options selected. Consult with your sales representative.

Example: LDN6 35/15 L06AR LSS MVOLT EZ10

LDN6							
Series	**Color temperature**	**Lumens** [1]		**Aperture/Trim Color**		**Finish**	**Voltage**
LDN6 6" round	27/ 2700K	05 500 lumens	25 2500 lumens	L06 Downlight	AR Clear	LSS Semi-specular	MVOLT Multi-volt
	30/ 3000K	07 750 lumens	30 3000 lumens	LW6 Wallwash	WR [2] White	LD Matte diffuse	120 120V
	35/ 3500K	10 1000 lumens	40 4000 lumens		BR [2] Black	LS Specular	277 277V
	40/ 4000K	15 1500 lumens	50 5000 lumens				347 [3] 347V
	50/ 5000K	20 2000 lumens					

Driver	Options		
GZ10 0-10V driver dims to 10%	SF [4] Single fuse	NBO [9] nLight™ Lumen Compensation	
GZ1 0-10V driver dims to 1%	TRW [5] White painted flange	JOT [10] Wireless room control with "Just One Touch" pairing	
D10 Minimum dimming 10% driver for use with JOT	TRBL [5] Black painted flange	NPS80EZ [11] nLight® dimming pack controls 0-10V eldoLED drivers (EZ10, EZ1).	
D1 Minimum dimming 1% driver for use with JOT	EL [6] Emergency battery pack with integral test switch. 10W Constant Power, Not Certified in CA Title 20 MAEDBS	NPS80EZER [11] nLight® dimming pack controls 0-10V eldoLED drivers (EZ10, EZ1). ER controls fixtures on emergency circuit.	
EZ10 0-10V eldoLED driver with smooth and flicker-free deep dimming performance down to 10%	ELR [6] Emergency battery pack with remote test switch. 10W Constant Power, Not Certified in CA Title 20 MAEDBS	HAO [12] High ambient option	
EZ1 0-10V eldoLED driver with smooth and flicker-free deep dimming performance down to 1%	ELRSD [6] Emergency battery pack with self-diagnostics, remote test switch. 10W Constant Power, Not Certified in CA Title 20 MAEDBS	CP [13] Chicago Plenum	
EDAB eldoLED DALI SOLDRIVE dim to dark	E10WCP [6] Emergency battery pack, 10W Constant Power with remote test switch. Certified in CA Title 20 MAEDB	RBL___ RELOC® -ready luminaire connectors enable a simple and consistent factory-installed option across all ABL luminaire brands. Available only in RBL4, RBL8, RBLAC, and RBLC125. Refer to RBL spec sheet on www.acuitybrands.com for the RELOC product specifications.	
	E10WCPR [6] Emergency battery pack, 10W Constant Power with remote test switch. Certified in CA Title 20 MAEDB	NLTAIR2 [9,14] nLight® Air enabled	
	NPP16D [7] nLight® network power/relay pack with 0-10V dimming for non-eldoLED drivers (GZ10, GZ1).	NLTAIRE2 [9,14] nLight® AIR Dimming Pack Wireless Controls, Controls fixtures on emergency circuit, not available with battery pack options	
	NPP16DER [7] nLight® network power/relay pack with 0-10V dimming for non-eldoLED drivers (GZ10, GZ1). ER controls fixtures on emergency circuit.	NLTAIREM2 [9,14] nLight® AIR Dimming Pack Wireless Controls. ULS24 Emergency Operation, via power interrupt detection. Available with battery pack options.	
		BAA Buy American(n) Act Compliant	
		90CRI High CRI (90+)	

Accessories: *Order as separate catalog number.*	
P5105SCP	FMC Power Sentry batterypack, T20 compliant, field installable, 10w constant power
EAC ISSM 375	Compact interruptible emergency AC power system
EAC ISSM 125	Compact interruptible emergency AC power system
GRA6B JZ	Oversized trim ring with 8° outside diameter
SCA6	Sloped Ceiling Adapter. Degree of slope must be specified (50, 100, 150, 200, 250, 300). Ex: SCA6 100

Notes
1 Overall height varies based on lumen package; refer to dimensional chart on page 3.
2 Not available with finishes.
3 Not available with emergency options.
4 Must specify voltage 120V or 277V.
5 Available with cone (AR) reflector only.
6 12.5" of plenum depth or top access required for battery pack maintenance.
7 Specify voltage. ER for use with generator supply EM power. Will require an emergency hot feed and normal hot feed.
8 Fixture begins at 80% light level. Must be specified with NPS80EZ or NPS80EZ ER. Only available with EZ10 and EZ1 drivers.
9 Not available with CP, NPS80EZ, NPS80EZER, NPP16D, NPP16DER or NBO options.
10 NLTAIR2, NLTAIRER2 and NLTAIREM2 not recommended for metal ceiling installations.
11 Fixture height is 6.5" for all lumen packages with HAO.
12 Must specify voltage for 3000lm and above. 5000lm with marked spacing 24 L x 24 W x 14 H. Not available with emergency battery pack option.
13 Must specify D10 or D1 driver. Not available with nLight options. Not available with CP. Not recommended for metal ceiling installation. Not for use with emergency backup power systems other than battery packs.

1 SL1.3 FIXTURES TYPES: W2A, W2B, W4A, W4B,P2

2 SL1.3 FIXTURES TYPE: E

3 SL1.3 FIXTURES TYPE: D/DE

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503.222.4453
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Schnitzer PROPERTIES

333 SE SECOND AVE
SUITE 100
PORTLAND OR
97214
SYSTEM DESIGN CONSULTANTS INC.
503-248-0227
CONTACT: JOHN ROGERS

PROJECT NAME

BLUE OAKS COMMERCE CENTER (BOCC)

2200 FREEDOM WAY
ROSEVILLE, CA.

REVISED MODIFIED STAGE I AND STAGE II INTAKE SET: 08-01-22

REVISIONS

⚠	DATE	DESCRIPTION

REGISTERED PROFESSIONAL ENGINEER
JOHN F RANK ROGERS
No. E15742
EXP. 06/30/24
ELECTRICAL
STATE OF CALIFORNIA
8/01/2022

DATE	AUGUST 1, 2022
SCALE	AS NOTED
PROJ. NO.	20210696
DRAWN	BGL
CHECKED	CMP

SITE LIGHTING FIXTURE CUTS

SL1.3

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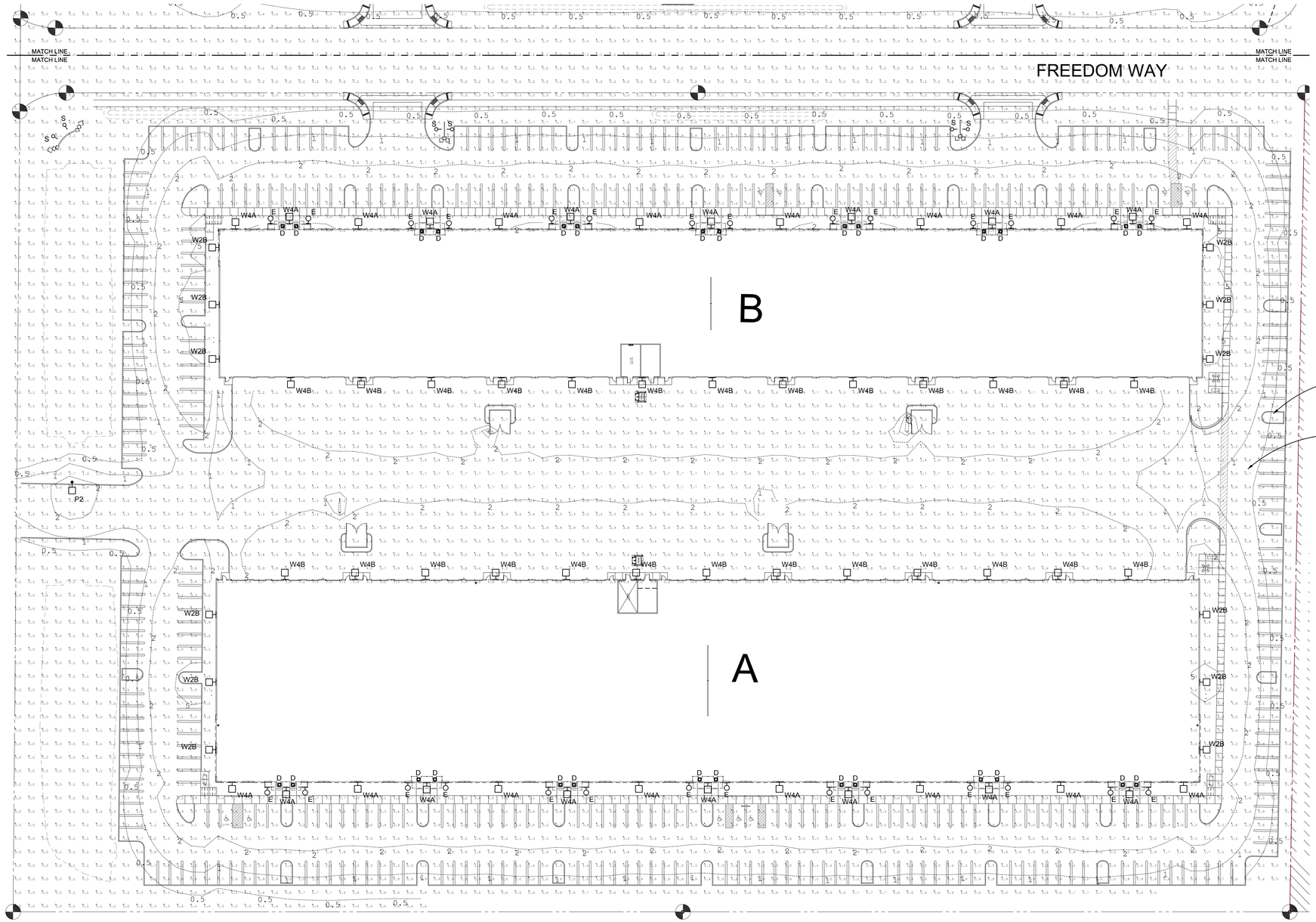

1 SL1.1 SITE LIGHTING PHOTOMETRIC PLAN - SOUTH
1"=40'-0"

LIGHTING FIXTURE SCHEDULE

FIXTURE ID	PHYSICAL DESCRIPTION	MANUFACTURER	CATALOG #	MOUNTING	DISTRIBUTION TYPE	LAMP TYPE	COLOR TEMP	FIXTURE WATTS	LUMENS	VOLTAGE	MOUNTING HEIGHT	HARDWARE
WA	WALL	LITHONIA	WSR P2 40K SR4 MVOLT E20WC	WALL	4	LED	4000 K	29	3053	277	9'-0"	EMERGENCY BATTERY BACKUP
W2B	WALL	LITHONIA	DSX1 LED P4 40K T2M MVOLT	WALL	2	LED	4000 K	125	0	277	25'-0"	WALL BRACKET
W4A	WALL	LITHONIA	DSX1 LED P3 40K T4M MVOLT	WALL	4	LED	4000 K	102	0	277	25'-0"	WALL BRACKET
W4B	WALL	LITHONIA	DSX1 LED P4 40K T4M MVOLT	WALL	4	LED	4000 K	125	0	277	25'-0"	WALL BRACKET
P2	POLE	LITHONIA	DSX1 LED P3 40K T2M MVOLT	POLE	2	LED	4000 K	102	0	277	25'-0"	PROVIDE WITH POLE BASE
D	DOWNLIGHT	LITHONIA	LDN6-40/25-L06AR	RECESSED	-	LED	4000 K	28.3	0	277	CANOPY	
DE	DOWNLIGHT	LITHONIA	LDN6-40/25-L06AR-E10WCP	RECESSED	-	LED	4000 K	28.3	0	277	CANOPY	EMERGENCY BATTERY BACKUP
E	UP/DOWN	LUMINIS	SY602-L2L25-R15D-R1RU-277V-(FINISH)	WALL	-	LED	4000 K	51	0	277	9'-0"	VERIFY FINISH, LIGHT COLOR
S	SIGN LIGHT	LITHONIA	DSXF1 P1 30K HMF MVOLT IS DDBXD	GROUND	0	LED	3000 K	21	2329	277		

LEGEND - SITLE LIGHTING

- + 0.0 — CALCULATED LIGHT LEVEL, IN FOOTCANDLES (FC). LIGHT CALCULATIONS ARE AT GROUND LEVEL IN THE HORIZONTAL PLANE, UNLESS OTHERWISE INDICATED.
- 0.5 — LIGHTING LEVEL ISOLINE, VALUE AS INDICATED IN FOOTCANDLES (FC)
- POLE LIGHT - SINGLE LUMINAIRE
- POLE LIGHT - 2 LUMINAIRES
- WALL LUMINAIRE
- SIGN LIGHT, GROUND-MOUNTED
- CEILING LUMINAIRE: RECESSED DOWNLIGHT
- (5) — ELECTRICAL SHEET NOTE DESIGNATOR
- SD — LETTER DESIGNATES LUMINAIRE TYPE (REFER TO LUMINAIRE SCHEDULE)
- MH — MOUNTING HEIGHT

GENERAL NOTES

1. REFER TO LIGHTING FIXTURE SCHEDULE, SHEET SL1.1, FOR LIGHTING FIXTURE MOUNTING HEIGHTS.
2. AREA LIGHTING (TYPES W2A, W2B,W4A, W4B, P2) ARE FULL CUTOFF FIXTURES, WITH NO UPLIFT COMPONENT.

VLMK ENGINEERING + DESIGN
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Schnitzer PROPERTIES

333 SE SECOND AVE
SUITE 100
PORTLAND OR
97214
SYSTEM DESIGN CONSULTANTS INC.
503-248-0227
CONTACT: JOHN ROGERS

PROJECT NAME
BLUE OAKS COMMERCE CENTER (BOCC)

2200 FREEDOM WAY
ROSEVILLE, CA.

REVISED MODIFIED STAGE I AND STAGE II INTAKE SET: 08-01-22

REVISIONS

	DATE	DESCRIPTION

REGISTERED PROFESSIONAL ENGINEER JOHN FRANK ROGERS No. E15742 ELECTRICAL STATE OF CALIFORNIA
8/01/2022

DATE AUGUST 1, 2022
SCALE AS NOTED
PROJ. NO. 20210696
DRAWN
CHECKED

SITE LIGHTING PHOTOMETRIC PLAN

SL2.1

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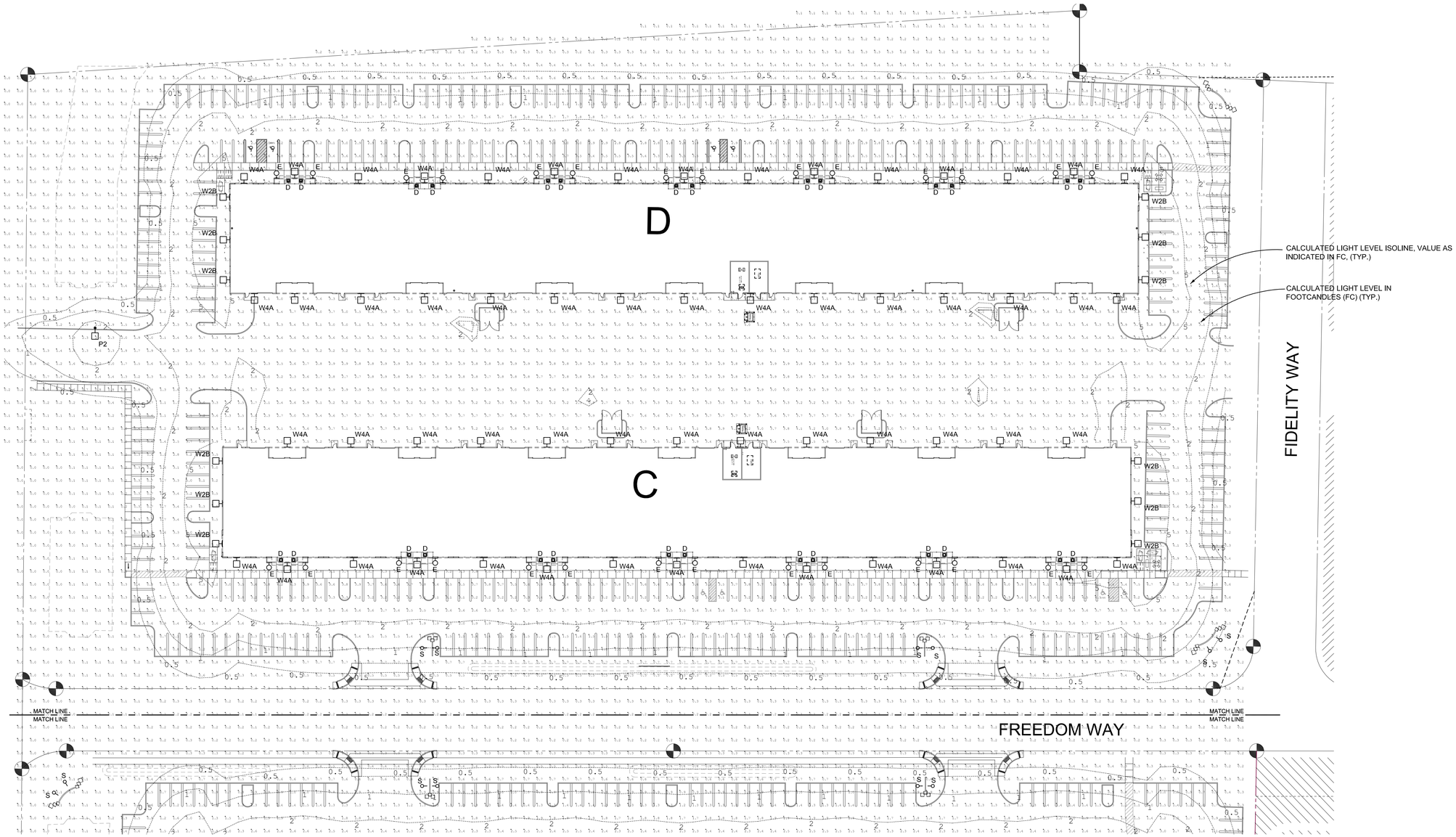

1 SL1.2 SITE LIGHTING PHOTOMETRIC PLAN - NORTH
1"=40'-0"

LEGEND - SITLE LIGHTING

+ 0.0	CALCULATED LIGHT LEVEL, IN FOOTCANDLES (FC). LIGHT CALCULATIONS ARE AT GROUND LEVEL IN THE HORIZONTAL PLANE, UNLESS OTHERWISE INDICATED.
0.5	LIGHTING LEVEL ISOLINE, VALUE AS INDICATED IN FOOTCANDLES (FC)
	POLE LIGHT - SINGLE LUMINAIRE
	POLE LIGHT - 2 LUMINAIRES
	WALL LUMINAIRE
	SIGN LIGHT, GROUND-MOUNTED
	CEILING LUMINAIRE: RECESSED DOWNLIGHT
5	ELECTRICAL SHEET NOTE DESIGNATOR
SD	LETTER DESIGNATES LUMINAIRE TYPE (REFER TO LUMINAIRE SCHEDULE)
MH	MOUNTING HEIGHT

GENERAL NOTES

1. REFER TO LIGHTING FIXTURE SCHEDULE, SHEET SL1.1, FOR LIGHTING FIXTURE MOUNTING HEIGHTS.
2. AREA LIGHTING (TYPES W2A, W2B,W4A, W4B, P2) ARE FULL CUTOFF FIXTURES, WITH NO UPLIGHT COMPONENT.

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PROJECT NAME
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ROSEVILLE, CA.

REVISED MODIFIED STAGE I AND STAGE II INTAKE SET: 08-01-22

REVISIONS

	DATE	DESCRIPTION

REGISTERED PROFESSIONAL ENGINEER
JOHN FRANK ROGERS
No. E15742
ELECTRICAL
STATE OF CALIFORNIA
8/01/2022

DATE	AUGUST 1, 2022
SCALE	AS NOTED
PROJ. NO.	20210696
DRAWN	
CHECKED	

SITE LIGHTING PHOTOMETRIC PLAN

SL2.2

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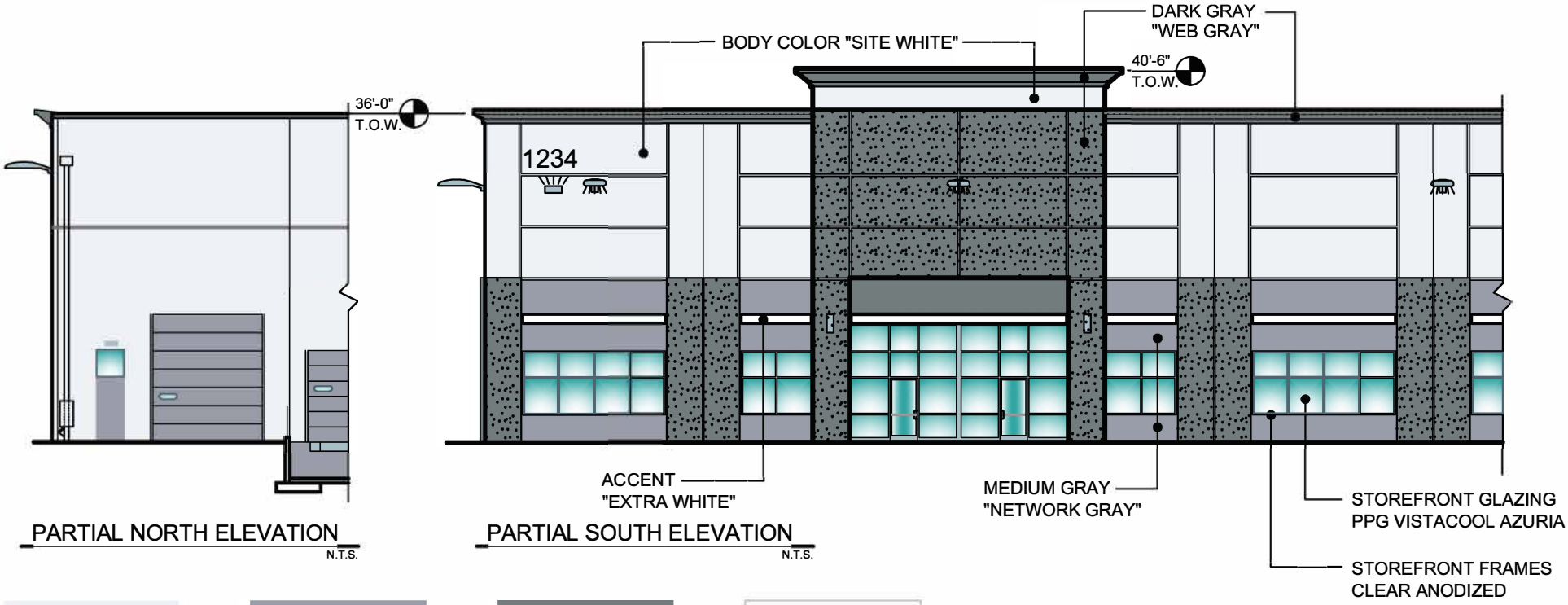
CC EXHIBIT J



PARTIAL NORTH ELEVATION
N.T.S.

PARTIAL SOUTH ELEVATION
N.T.S.

Sherwin Williams "SITE WHITE" SW 7070 "Body Color"	Sherwin Williams "NETWORK GRAY" SW 7073 "Light-Gray"	Sherwin Williams "WEB GRAY" SW 7075 "Dark-Gray"	Sherwin Williams "EXTRA WHITE" SW 7006 "Accent"

Schnitzer PROPERTIES

Blue Oaks Commerce Center

BUILDING A (BUILDINGS B, C AND D ARE SIMILAR) FEBRUARY 2022

VLMK ENGINEERING + DESIGN
3933 SW Kelly Avenue - Portland, Oregon 97239
503.222.4453 www.vlmk.com

COUNCIL COMMUNICATION

CC #: 2414
File #: 0400-04-02-1

Title:	Kaiser Inpatient Bed Tower Project - Northeast Roseville Specific Plan Parcel 12 (1600 Eureka Road) - Specific Plan Amendment and Development Agreement Amendment
Contact:	Kinarik Shallow 916-746-1309 kshallow@roseville.ca.us

Meeting Date: 12/7/2022
Item #: 8.2.

RECOMMENDATION TO COUNCIL

At the November 10, 2022 Planning Commission meeting, the Planning Commission recommended the City Council take the following actions on the project:

1. Adopt a resolution to Consider the Kaiser Permanente Roseville Medical Center Inpatient Bed Tower Project Final Supplemental Environmental Impact Report, Findings of Fact/Statement of Overriding Considerations, and the Mitigation Monitoring and Reporting Program; and
2. Adopt a resolution approving text amendments to the Northeast Roseville Specific Plan; and
3. Adopt the five (5) findings of fact and introduce for first reading an ordinance approving the First Amendment of the Development Agreement by and between the City of Roseville and Kaiser Foundation Hospitals.

BACKGROUND

This Council Communication provides a summary evaluation of the project and a summary of the November 10, 2022 Planning Commission hearing.

Background/Project Description

The project site is located on the existing 49-acre Kaiser Permanente Roseville Medical Center Campus ("Medical Center Campus") at 1600 Eureka Road (APN 048-012-001-000), in the Northeast Roseville Specific Plan (NERSP) (see Attachment 1 – Vicinity Map). The site is bordered by Lead Hill Boulevard on the north, Douglas Boulevard on the south, Eureka Road on the east, and Rocky Ridge Drive on the west. The site has a General Plan land use designation of Business Professional (BP) and a zoning designation of Planned Development for Medical Campus (PD 470). Surrounding uses include a mix of commercial and office uses. The property is currently developed with seven buildings totaling 1,441,750 square feet that comprise the Medical Center Campus, along with 3,077 surface and garage parking spaces and associated

lighting and landscaping.

Development of the Medical Center Campus was originally approved in 1992 through the City's Use Permit process, which included a 270,000-square-foot hospital and 108,000-square-foot medical office building (MOB 1) that were constructed in 1995. Subsequently in 2004, the City Council approved a Major Project Permit (MPP) Stage 1 and MPP Stage 2 to allow an expansion of the Medical Center Campus ("2004 Expansion Project") consisting of over 700,000 square feet of medical uses (file #MPP 02-02 & #MPP 02-03). As part of the 2004 Expansion Project, an Environmental Impact Report (SCH #2003062014) was prepared to evaluate the environmental impacts of the project. The expansion was proposed to be constructed in three phases. The first two phases ran concurrently, with construction from 2004 through 2009. The third phase was tentatively scheduled to run from 2010 through 2012, but ultimately was never constructed. The third phase included a five-story, 155,000 square-foot Surgery and Intensive Care Unit Facility located along the north elevation of the existing main hospital building, a three-level, approximately 400-space parking garage located in the northeast corner of the Medical Center Campus, and a helicopter landing pad. A detailed project description and phasing plan of the 2004 expansion is provided in the Planning Commission staff report (see Attachment 2).

The requested entitlements will facilitate a new expansion of the Kaiser Permanente Roseville Medical Center located at 1600 Eureka Road. The project includes a request for a Specific Plan Amendment (text only) to the Northeast Roseville Specific Plan (NERSP) to modify the minimum setback requirements and an Amendment to the Development Agreement by and between the City of Roseville and Kaiser Foundation Hospitals to address the increased use intensity and vested entitlements.

Associated with this request was a MPP Stage 1 Modification and MPP Stage 2, which were approved by the Planning Commission on November 10, 2022, to allow construction of an approximate 278,000-square-foot, six-story inpatient bed tower building on the site of the previously approved Surgery and Intensive Care Tower; a new 800 stall four-level parking garage with rooftop parking on the site of the previously approved parking garage (at the northeast corner of Lead Hill Boulevard and Eureka Road); relocation of the northwest corner loop road; new main hospital entrance and drop off area; expansion of the existing Emergency Department to add 36 new treatment bays; and a new generator yard and internal upgrades to the existing Central Utility Plant. Further discussion and exhibits for these entitlements are included in the Planning Commission staff report, included as Attachments 2-5.

Summary Evaluation

The NERSP includes a Medical Campus (MC) component applicable to the project site. The intent of the MC land use is to provide a setting for medical hospitals and health care related uses. The MC component includes a list of design standards, including minimum setback requirements. From the ultimate back of curb of any adjacent existing or planned public roadway, a minimum 50-foot setback is required for buildings of two stories and less in height, and any parking, paved or enclosed areas; and a minimum 100-foot setback is required for any building of three stories or more in height. The project proposes a four-level parking garage at the northeast corner of Eureka Road and Lead Hill Boulevard, which would require a 100-foot setback from the adjacent roadways. The applicant proposes to amend the NERSP to modify the setback requirement from 100 feet to 50 feet for the new parking garage. The setback requirements will also be modified to specify that ancillary right-turn lanes, bus turn-outs, and standard tapers are included in the required setback. This is consistent with other Specific Plans in the City. The NERSP change pages are included as Exhibit A.

The proposed parking garage has a total of four levels with rooftop parking and an overall height of approximately 58 feet. The parking garage will be setback approximately 50 feet from Eureka Road to the east and approximately 130 feet south of Lead Hill Boulevard. As required by the NERSP, a visual impact analysis was prepared to evaluate the visual impacts of the proposed development on the surrounding area (see Attachment 6). The visual impact analysis includes three-dimensional renderings of the project as seen from the different view sheds in the area.

The tallest portions of the structure are the elevator towers, which are located on the western facing elevation internal to the site and away from the frontage. While the overall height of the structure is approximately 58 feet, the height of the structure is approximately 50 feet along the roadways. Visual impacts of the structure will be minimized by the existing mature landscaping along the roadway frontages. The height of the structure is in scale with the existing buildings on the site and will not significantly alter the existing visual character of the site. Furthermore, existing topography in the area is sloping and includes parcels with higher elevations to the northeast. As a result, the apparent height of the parking garage will not be as great when viewed in context to the existing buildings to the northeast. Therefore, based on the foregoing, staff supports the proposed SPA to allow a 50-foot setback for the parking garage.

The project includes a first amendment of the Development Agreement (DA) by and between the City of Roseville and Kaiser Foundation Hospitals. The DA Amendment is included as Exhibit B. Development Agreements are binding contracts that set the terms, rules, conditions, regulations, entitlements, responsibilities, and other provisions relating to the development of the covered properties. The DA Amendment will revise the relevant sections of the original DA to address the increased use intensity and vested entitlements proposed with the project. Items that are not addressed in the amendment are subject to the terms of the original DA. In summary, City staff has found the proposed DA Amendment is consistent with the General Plan, NERSP, and the Zoning Ordinance. The DA Amendment is in conformance with the public health, safety, and welfare, and will not adversely affect the orderly development of the property or the preservation of property values.

Summary of Planning Commission Meeting

The project was heard by the City's Planning Commission on November 10, 2022. The applicant's representative addressed the Commission, spoke in favor of the project, and requested approval by the Commission. No public testimony was received at the hearing. After deliberating on the item, the Planning Commission certified the Final SEIR; adopted the Findings of Fact and Statement of Overriding Considerations; adopted the Mitigation Monitoring and Reporting Program; approved the MPP Stage 1 Modification and MPP Stage 2; and recommended the City Council approve the Specific Plan Amendment with a vote of 4 aye, 0 nay, 2 absent, 1 recused.

Public Outreach

The proposed project was distributed to all internal and external agencies and departments who have requested such notice, and all comments or recommended conditions of approval have been incorporated into the project, as appropriate. Early notification of the project was posted on the Roseville Coalition of Neighborhood Associations (RCONA)'s website and on the City's Projects of Interest website.

On June 28, 2022 the applicant held a public informational meeting at the Maidu Community

Center. Notice of this meeting was posted on the RCONA website, the project website, and mailed to all property owners within 300 feet of the project. The purpose of the informational meeting was to provide the public with an opportunity to ask questions about the project, the process, and the environmental review of the project. In attendance were applicant representatives and City staff. Approximately seven members of the public attended, primarily from the Maidu Neighborhood Association, and asked questions about the project. None of the attendees expressed opposition.

Notices of both the Planning Commission hearing and the City Council hearing were published in the Roseville Press Tribune and on the RCONA website, and mailed to all property owners and residents within a 300 foot radius of the project site. As of the writing of this report, staff has not received any public comments regarding the project.

FISCAL IMPACT

The project is not anticipated to result in any negative impacts to the City's General Fund. The approximate 278,000-square-foot, six-story, Inpatient Tower building proposed with the project would help ensure the retention of the approximately 2,800 existing Kaiser employees in the City, and is anticipated to generate approximately 728 new jobs. In addition to creating long-term employment opportunities through the new hospital tower building, project construction would generate approximately 370 new construction-related jobs at peak construction.

ENVIRONMENTAL REVIEW

Buildout of the Medical Center Campus and potential impacts associated with construction activity site disturbance were analyzed in the 2004 Kaiser Permanente Roseville Medical Center Expansion Project Environmental Impact Report (SCH #2003062014) (2004 Expansion Project EIR). In accordance with California Environmental Quality Act (CEQA) Section 15163, because only minor additions and changes would be needed to make the previous EIR adequate for the project as revised, the City of Roseville, acting as Lead Agency, prepared a Draft Supplemental Environmental Impact Report (SEIR) (SCH#2022020590) to the 2004 Expansion Project EIR to evaluate the environmental effects of the proposed project. In accordance with CEQA Guidelines Section 15105, the Draft SEIR was available for a 45 day public review and comment period starting July 22, 2022 and ending September 6, 2022. The Draft SEIR is available for review on the City's website at www.roseville.ca.us/environmentaldocuments. Two agency comment letters were received during the public review period, from the Central Valley Regional Water Quality Control Board and the Placer County Air Pollution Control District, however no comments were received from members of the public. The agency comment letters consisted of information on standard permitting requirements. The Draft SEIR found one significant and unavoidable impact (cumulative impacts to light and glare) and concluded that all other impacts were either less than significant, or would be less than significant with application of the recommended mitigation. A full summary of the project's environmental impacts is included in Chapters 3 and 4 of the Draft SEIR.

A Final SEIR was published on October 17, 2022 and is included as Exhibit C. CEQA requires the City of Roseville (as the CEQA lead agency) to make written findings whenever it decides to approve a project for which an EIR (or SEIR) was certified (Public Resources Code Section 21081). The findings explain how the lead agency approached the significant impacts identified in

the SEIR. Findings for the proposed project have been prepared and are included as Exhibit D. CEQA prohibits an agency from approving a project that will have a significant, unavoidable environmental impact unless the agency adopts a statement describing the specific benefits of the project that outweigh its expected unavoidable impacts (i.e., the overriding considerations). Since project implementation would involve significant and unavoidable light and glare impacts, a Statement of Overriding Consideration is included with the Findings. The final Mitigation Monitoring and Reporting Program is included as Exhibit E and will ensure mitigation compliance during project construction and operation.

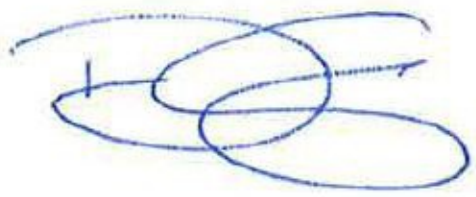
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Kinarik Shallow, Associate Planner

Mike Isom, Development Services Director



_____

Dominick Casey, City Manager

ATTACHMENTS:

Description

Attachment 1 Vicinity Map

Attachment 2 Planning Commission Staff Report

Attachment 3 Planning Commission Staff Report Attachments

Attachment 4 Planning Commission Staff Report Exhibits F-L

Attachment 5 Planning Commission Staff Report Exhibits M-R

Attachment 6 Visual Impact Analysis

Resolution 22-424

Exhibit C Final Supplemental EIR

Exhibit D Findings of Fact & Statement of Overriding Considerations

Exhibit E Mitigation Monitoring & Reporting Program

Resolution 22-425

Exhibit A NERSP Change Pages

Ordinance for First Amendment of Kaiser DA

Exhibit B First Amendment of the Kaiser DA

Vicinity Map

11/14/2022, 11:39:20 AM

Roseville Parcel

Roseville Street Label

1:9,028

0 0.05 0.1 0.2 mi

0 0.07 0.15 0.3 km

City of Roseville, Nearmap, Maxar

CITY OF ROSEVILLE CALIFORNIA

Planning Division Staff Report
Planning Commission Meeting November 10, 2022
Prepared by: Kinarik Shallow, Associate Planner

ITEM 6.3: Specific Plan Amendment, Development Agreement Amendment, Major Project Permit Stage 1 Modification, and Major Project Permit Stage 2 – 1600 Eureka Road – NERSP PCL 12 – Kaiser Inpatient Bed Tower Project – File #PL22-0038

REQUEST

The applicant requests a Major Project Permit Stage 1 Modification and Major Project Permit Stage 2 in order to construct an approximate 278,000-square-foot, six-story inpatient bed tower building for the Kaiser Permanente Roseville Medical Center. The project will also consist of a new 800 stall four-level parking garage with rooftop parking; relocation of the northwest corner loop road; new main hospital entrance and drop off area; expansion of the existing Emergency Department to add 36 new treatment bays; and a new generator yard and internal upgrades to the existing Central Utility Plant. The project includes an Amendment to the Development Agreement by and between the City of Roseville and Kaiser Foundation Hospitals to address the increased use intensity and vested entitlements; and a Specific Plan Amendment (text only) to the Northeast Roseville Specific Plan to modify the minimum setback requirements.

Applicant – Belinda Young, HOK, Inc.
Property Owner – Kaiser Foundation Hospitals

SUMMARY RECOMMENDATION

The Planning Division recommends the Planning Commission take the following actions:

1. Certify the Final Supplemental Environmental Impact Report (SEIR) (SCH#2022020590) for the Kaiser Permanente Roseville Medical Center Campus Inpatient Bed Tower Project, adopt the Findings of Fact and Statement of Overriding Considerations, and adopt the Mitigation Monitoring & Reporting Program;
2. Recommend the City Council adopt a resolution approving the Specific Plan Amendment;
3. Recommend the City Council adopt the five (5) findings of fact and approve the Development Agreement Amendment by and between the City of Roseville and Kaiser Foundation Hospitals;
4. Adopt the two (2) findings of fact and approve the Major Project Permit Stage 1 Modification and Stage 2 subject to one hundred forty-four (144) conditions of approval.

SUMMARY OF OUTSTANDING ISSUES

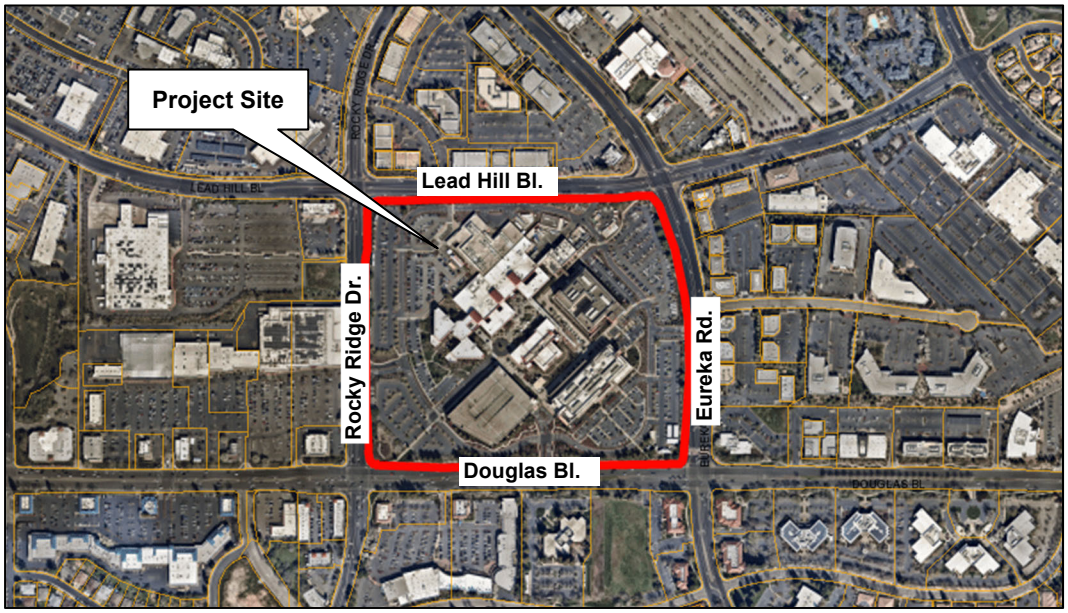
There are no outstanding issues associated with this request. The applicant has reviewed and is in agreement with all recommended conditions of approval.

BACKGROUND

The project site is located on the existing 49-acre Kaiser Permanente Roseville Medical Center Campus ("Medical Center Campus") at 1600 Eureka Road (APN 048-012-001-000), in the Northeast Roseville Specific Plan (NERSP) (see Figure 1 below). The site is bordered by Lead Hill Boulevard on the north, Douglas Boulevard on the south, Eureka Road on the east, and Rocky Ridge Drive on the west. The site has a General Plan land use designation of Business Professional (BP) and a zoning designation of Planned Development for Medical Campus (PD 470). Surrounding uses include commercial and office uses to the north across Lead Hill Boulevard and to the east across Eureka Road, Rocky Ridge Town Center and office uses to the south across Douglas Boulevard, and the Roseville Center and commercial

uses to the west across Rocky Ridge Drive. The property is currently developed with seven buildings totaling 1,441,750 square feet that comprise the Medical Center Campus, along with 3,077 surface and garage parking spaces and associated lighting and landscaping.

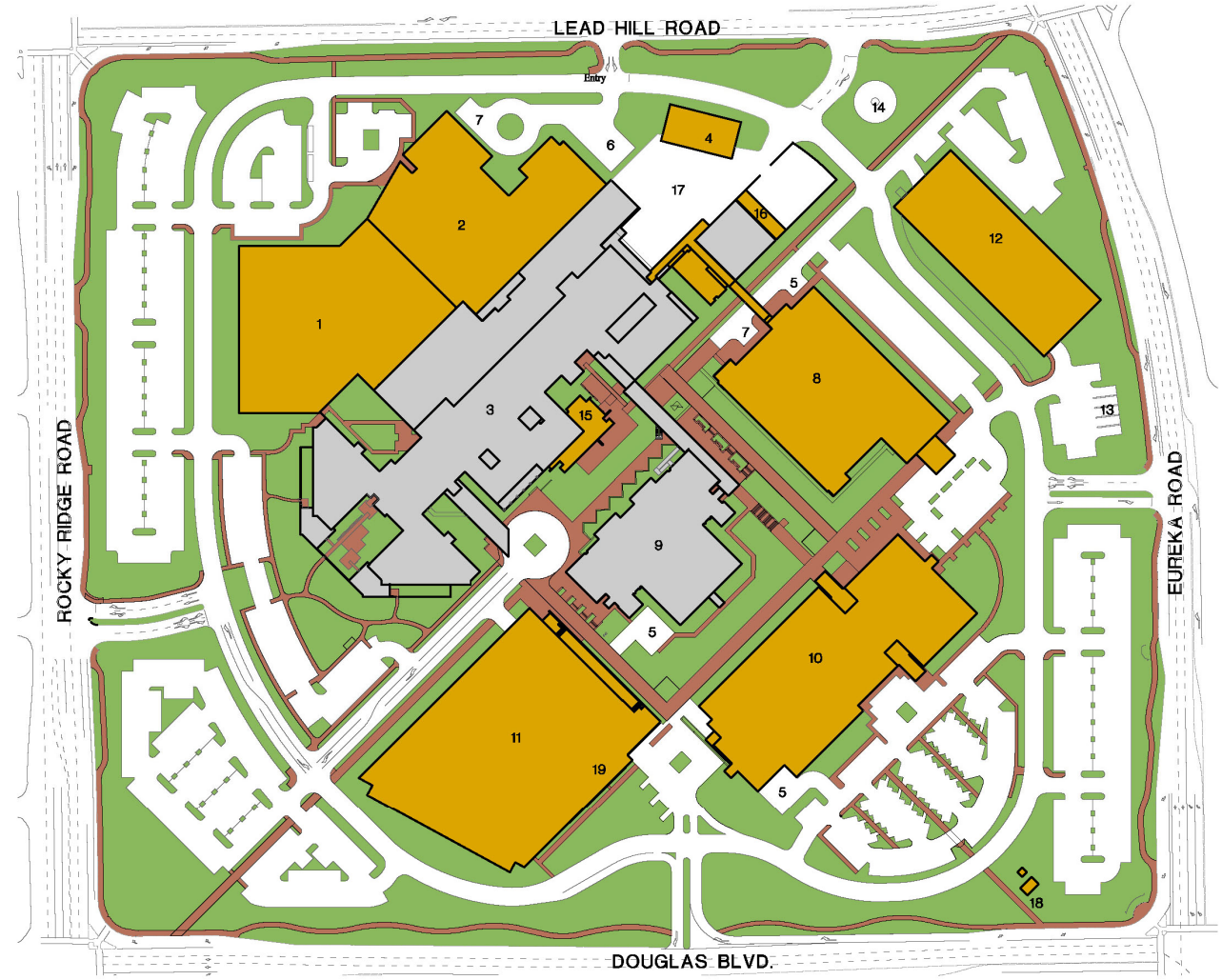
Figure 1: Project Site



Development of the Medical Center Campus was originally approved in 1992 through the City's Use Permit process, which included a 270,000-square-foot hospital and 108,000-square-foot medical office building (MOB 1) that were constructed in 1995. Subsequently in 2004, the City Council approved a Major Project Permit (MPP) Stage 1 and MPP Stage 2 to allow an expansion of the Medical Center Campus ("2004 Expansion Project") consisting of over 700,000 square feet of medical uses (file #MPP 02-02 & #MPP 02-03). As part of the 2004 Expansion Project, an Environmental Impact Report (SCH #2003062014) was prepared to evaluate the environmental impacts of the project. The expansion was proposed to be constructed in three phases. The first two phases ran concurrently, with construction from 2004 through 2009. The third phase was tentatively scheduled to run from 2010 through 2012, but ultimately was never constructed. A detailed project description and phasing plan of the 2004 expansion is provided below, and the approved site plan is shown in Figure 2 below.

- Phase 1 (construction from 2004 to 2009)
    - Medical Office Building II (4-stories, 270,000 SF)
    - Central Utility Plant Expansion (3,000 SF)
    - Fire Pump Building
    - Parking Garage #1 (6-levels plus 1,000 SF security office)
- Phase 2 (construction from 2004 to 2009)
    - Women's and Children's Hospital (4-stories, 200,000 SF)
    - Emergency Department Renovation and Expansion (55,000 SF)
    - Radiology Department Addition (10,000 SF)
    - Cafeteria Addition (5,500 SF)
    - Internal tenant improvements to Existing Hospital and MOB 1
    - Auxiliary Shops Building (5,500 SF)
    - Interim Helicopter Landing Pad
- Phase 3 (construction from 2010 to 2012)
    - Surgery and Intensive Care Tower (5-stories, 155,000 SF)
    - Parking Garage #2 (3-levels)
    - Final Helicopter Landing Pad atop Parking Garage #2

Figure 2: Approved 2004 Expansion Project Site Plan



Legend

1. Surgery/ ICU Expansion
2. ED Expansion & Radiology Addition
3. Existing Hospital
4. Auxiliary Shops Building
5. Service Area w/ Trash Enclosures
6. Mobile MRI
7. Patient Transport
8. Women and Children's Center
9. Existing MOB 1
10. MOB 2
11. Parking Structure 1
12. Parking Structure 2/Final Helistop
13. RV Parking
14. Interim Helistop
15. Cafeteria Expansion
16. Central Utility Plant Expansion
17. Loading Dock
18. Fire Pump Building
19. Security Office

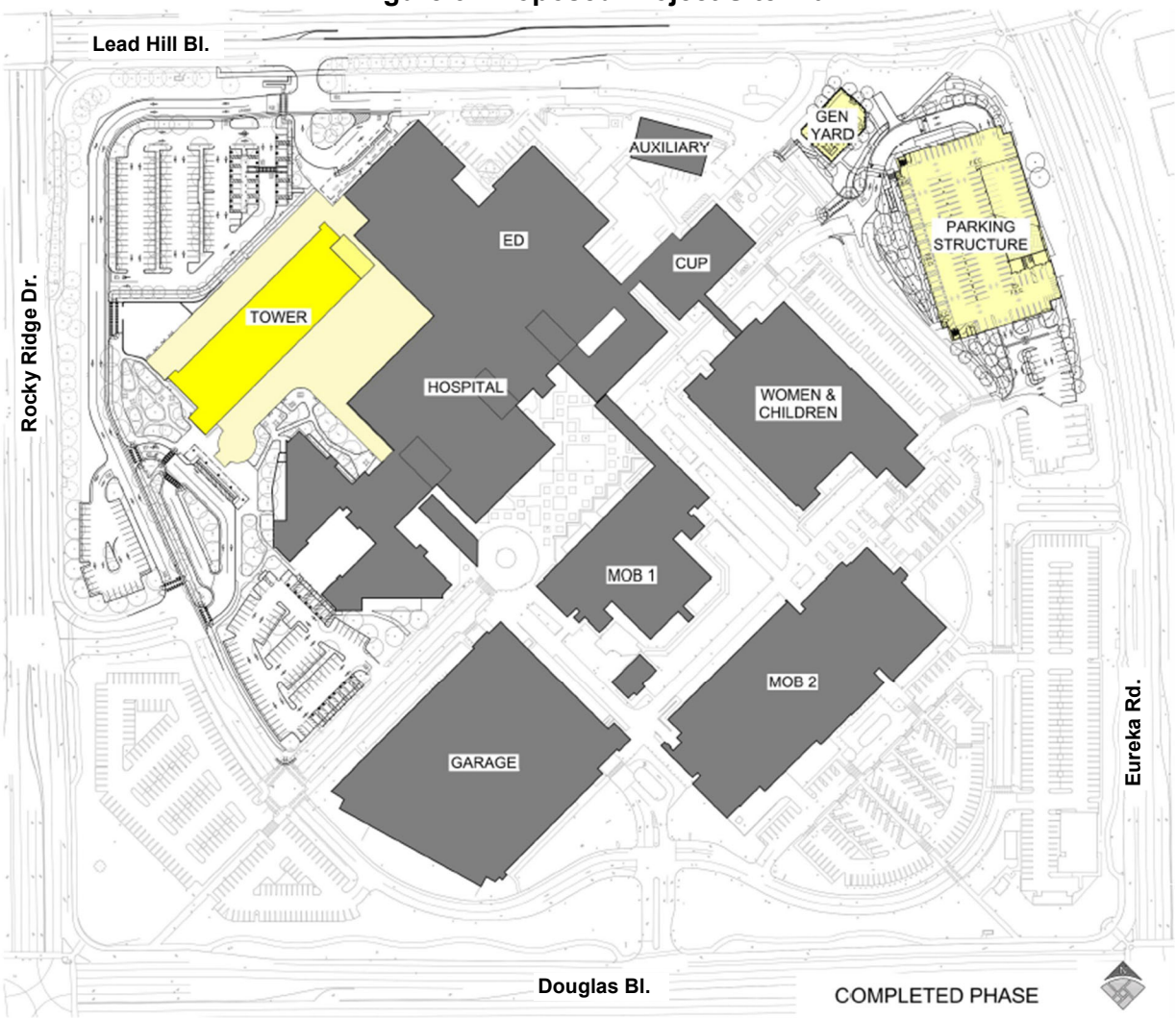
All of the buildings approved as part of the 2004 Expansion Project, described above, have been constructed with the exception of Phase 3, which included a five-story, 155,000 square-foot Surgery and Intensive Care Unit Facility located along the north elevation of the existing main hospital building, a three-level, approximately 400-space parking garage located in the northeast corner of the Medical Center Campus, and a helicopter landing pad.

The proposed project would increase the size and capacity of the previously approved buildings that were not constructed and would add a few additional elements. The applicant requests a MPP Stage 1 Modification and MPP Stage 2 in order to construct an approximate 278,000-square-foot, six-story inpatient bed tower building ("bed tower") on the site of the previously approved Surgery and Intensive Care Tower. The project will also consist of several other new elements:

- An 800 stall four-level parking garage with rooftop parking on the site of the previously approved parking garage (at the northeast corner of Lead Hill Boulevard and Eureka Road);
- Relocation of the northwest corner of the internal loop road;
- A new main hospital entrance and drop off area;
- Expansion of the existing Emergency Department to add 36 new treatment bays; and
- A new generator yard and internal upgrades to the existing Central Utility Plant.

The proposed project would be constructed on portions of the property currently occupied by surface parking lots. In addition, the project includes a First Amendment to the Development Agreement by and between the City of Roseville and Kaiser Foundation Hospitals to address the increased use intensity and vested entitlements; and a Specific Plan Amendment (text only) to the Northeast Roseville Specific Plan to modify the minimum setback requirements. Figure 3 below includes an overall site plan of the project. The existing buildings are shown in gray and the new buildings are in yellow.

Figure 3: Proposed Project Site Plan



The proposed revisions to the approved 2004 Expansion Project are detailed in Table 1 below. The proposed project will replace the previously approved five-level, 155,000-gross-square-foot (gsf) Surgery and Intensive Care Unit facility with a six-level, 278,000 gsf bed tower building (approximately 123,000 square feet larger). Table 2 details the number of hospital beds and staffing numbers. The proposed project will add 138 hospital beds and 728 employees. This is an incremental increase of 58 beds and 69 employees when compared to the 2004 Expansion Project. A Supplemental EIR to the 2004 Expansion Project EIR was prepared to analyze the proposed project components that were not previously evaluated and the potential effects on the environment. The Supplemental EIR is included as Exhibit A and is further discussed in the Environmental Determination section of this staff report.

Table 1: 2004 Expansion Project as Compared to the Proposed Project

	Building Description	Building Size	Number of Stories	Building Height
2004 Expansion Project	Surgery and Intensive Care Unit Facility	155,000 gross square feet (gsf)	5	83 feet
	Parking Garage	n/a	3 levels	23 feet
Proposed Project	Inpatient Bed Tower Building	278,000 gsf	6	107 feet
	Parking Garage with rooftop parking	260,897 gsf	4 levels	±58 feet

Table 2: Hospital Beds and Staffing Levels

	2004 Expansion Project	Existing	Existing Plus Proposed Project	Incremental Increase compared to 2004 Expansion Project
Number of Hospital Beds	432	352	490	58
Number of Staff	3,459	2,800	3,528	69

If the project is approved, project construction is anticipated to take approximately 4.5 years to complete and would occur in multiple phases. Phasing is required in order for the existing hospital and medical office buildings to remain open with sufficient parking capacity and public access during construction. The intent is to have the parking structure be built first in order to provide additional parking on site while the Inpatient Tower Building is under construction in the northwest corner of the Campus. An off-site parking lot with shuttle service located at 2130 Douglas Boulevard (to the south of the site across Douglas Boulevard) would provide temporary parking for Kaiser employees during project construction.

EVALUATION – SPECIFIC PLAN AMENDMENT

The project includes a text only amendment to the Northeast Roseville Specific Plan (NERSP). Specific Plan Amendments (SPA) are analyzed for consistency with the goals and policies of the affected plan. The NERSP includes a Medical Campus (MC) component applicable to the Sutter Roseville Medical Center Hospital site (located at 1 Medical Plaza Drive) and the Kaiser Roseville Medical Center Campus site (located at 1600 Eureka Road), which are both located within the NERSP area. The intent of the MC land use is to provide a setting for medical hospitals and health care related uses. The MC component includes a list of design standards, including minimum setback requirements. From the ultimate back of curb of any adjacent existing or planned public roadway, a minimum 50-foot setback is required for buildings of two stories and less in height, and any parking, paved or enclosed areas; and a minimum 100-foot setback is required for any building of three stories or more in height. The project proposes a four-level parking garage at the northeast corner of Eureka Road and Lead Hill Boulevard, which would

require a 100-foot setback from the adjacent roadways. The applicant proposes to amend the NERSP to modify the setback requirement from 100 feet to 50 feet for the new parking garage. The setback requirements will also be modified to specify that ancillary right-turn lanes, bus turn-outs, and standard tapers are included in the required setback. This is consistent with other Specific Plans in the City. The NERSP change pages are included as Exhibit D.

The proposed parking garage has a total of four levels with rooftop parking and an overall height of approximately 58 feet. The parking garage will be setback approximately 50 feet from Eureka Road to the east and approximately 130 feet south of Lead Hill Boulevard. As required by the NERSP, a visual impact analysis was prepared to evaluate the visual impacts of the proposed development on the surrounding area (see Attachment 1). The visual impact analysis includes three-dimensional renderings of the project as seen from the different view sheds in the area. Figure 4 is a rendering of the parking garage from the view of Lead Hill Boulevard/Eureka Road. Figure 5 is from the perspective of traveling northbound on Eureka Road.

Figure 4: View from Lead Hill Bl./Eureka Rd.

Figure 5: View from northbound Eureka Rd.

The tallest portions of the structure are the elevator towers, which are located on the western facing elevation internal to the site and away from the frontage. While the overall height of the structure is approximately 58 feet, the height of the structure is approximately 50 feet along the roadways. Visual impacts of the structure will be minimized by the existing mature landscaping along the roadway frontages. The height of the structure is in scale with the existing buildings on the site and will not significantly alter the existing visual character of the site. Furthermore, existing topography in the area is sloping and includes parcels with higher elevations to the northeast. As a result, the apparent height of the parking garage will not be as great when viewed in context to the existing buildings to the northeast. Therefore, based on the foregoing, staff supports the proposed SPA to allow a 50-foot setback for the parking garage.

EVALUATION – DEVELOPMENT AGREEMENT AMENDMENT

Section 19.84.040 of the City of Roseville Zoning Ordinance specifies that recommendations for approval or denial of a Development Agreement (DA), including Amendments, shall include consideration of the following:

1. ***Consistency with the objectives, policies, general land uses and programs specified in the General Plan and the Sierra Vista Specific Plan;***

2. ***Consistency with the provisions of the City of Roseville Zoning Ordinance;***

3. ***Conformity with the public health, safety and general welfare;***

4. ***The effect on the orderly development of the property or the preservation of property values; and***

5. ***Whether the provisions of the Agreement shall provide sufficient benefit to the City to justify entering into the Agreement.***

The project includes a first amendment of the Development Agreement (DA) by and between the City of Roseville and Kaiser Foundation Hospitals. The DA Amendment is included as Exhibit E. Development Agreements are binding contracts that set the terms, rules, conditions, regulations, entitlements, responsibilities, and other provisions relating to the development of the covered properties.

The DA Amendment will revise the relevant sections of the original DA to address the increased use intensity and vested entitlements proposed with the project. The DA Amendment will also include reference to the Supplemental EIR prepared for the project. Items that are not addressed in the amendment are subject to the terms of the original DA. In summary, City staff has found the proposed DA Amendment is consistent with the General Plan, NERSP, and the Zoning Ordinance. The DA Amendment is in conformance with the public health, safety, and welfare, and will not adversely affect the orderly development of the property or the preservation of property values. Therefore, the proposed DA Amendment is consistent with items 1-5 above.

EVALUATION – MAJOR PROJECT PERMIT STAGE 1 MODIFICATION & STAGE 2

The proposed project is being evaluated through the Major Project Permit (MPP) entitlement process. The intent of the MPP process is to streamline the review of large and diverse projects that could be constructed over a period of several years. The MPP process allows for the resolution of site issues prior to the review of more detailed architectural and landscape issues that may not be finalized at the time the site plan is ready. In accordance with the City's MPP Ordinance, the MPP review process is segregated into three separate stages. Provided below is a summary of each Stage:

- Stage 1: Stage 1 of the MPP application consists of the approval of a preliminary development plan. The preliminary development plan will establish the configuration of the buildings, parking areas and ratios, landscaping, open space, rough grading, drainage, vehicular and pedestrian circulation, and development phasing. The complete environmental review of the project is also performed at this stage. Stage 1 review and approval is performed by the Planning Commission.

- Stage 2: Stage 2 of the MPP application process consists of the review of the detailed architecture and landscaping for the project. Stage 2 review is also performed by the Planning Commission.

- Stage 3: Stage 3 is an administrative review of the improvement and building plans for compliance with the conditions of the Stage 1 and 2 approvals.

The evaluation section of this report includes an analysis of the requested MPP Stage 1 Modification and MPP Stage 2. Each entitlement is analyzed for its consistency with the goals and policies of the applicable regulations, including the General Plan, the Zoning Ordinance, the Community Design Guidelines (CDG), and the Northeast Roseville Specific Plan (NERSP).

Section 19.82.040 of the City of Roseville Zoning Ordinance describes the procedures for an amendment to a Major Project Permit. According to Section 19.82.040(C), all amendments that are not considered minor shall be reviewed in the same manner as the initial approval. The proposed request includes modifying the site plan, constructing a new bed tower building, parking garage, and generator yard, as well as additional changes as described in the Background section of this report. These modifications do not meet the minor modification criteria and; therefore, require final action by the Planning Commission subject to the findings for a MPP Stage 1. The required findings are listed below in ***italicized, bold*** text and are followed by an evaluation.

The findings for a MPP Stage 1 (or modification of same) are as follows:

1. ***The Preliminary Development Plan is consistent with the General Plan, applicable Specific Plan, and adopted City Design Guidelines; and***
2. ***The design and installation of the Preliminary Development Plan shall not be detrimental to the public health and safety, or be materially detrimental to the public welfare.***

The findings for the MPP Stage 2 are as follows:

1. ***The architecture and landscaping is consistent with the General Plan, applicable Specific Plan, and adopted City Design Guidelines; and Phase 1 approval; and***
2. ***The design and installation of the Preliminary Development Plan shall not be detrimental to the public health and safety, or be materially detrimental to the public welfare.***

These findings are essentially the same, with the MPP Stage 1 Modification findings referring to the preliminary development plan, and the MPP Stage 2 findings referring to the architecture and landscaping, as well as consistency with the Stage 1 project. Therefore, for the purposes of this evaluation, both stages are examined together. The project plans are included as Exhibits F—R.

Site Planning and Development Standards

The proposed 278,000-square-foot bed tower building will be located on the site of the previously approved Surgery and Intensive Care Unit facility, which is currently developed with an interim surface parking lot. The bed tower would be located near the existing hospital in the northwest portion of the site, approximately 200 feet south of Lead Hill Boulevard and approximately 140 feet east of Rocky Ridge Drive. The available footprint for the bed tower was predicated by site constraints, including the hospital loop road to the west, the existing emergency department to the north, and the existing hospital entrance and courtyard to the south (See Figure 3 above). The existing emergency department will be expanded to add 36 new treatment bays and will feature a new entrance. A new main lobby entrance and entry drop-off will also be provided for the hospital with primary access off of Rocky Ridge Drive. Connections between the new bed tower building and the existing hospital building will be provided through a public corridor that connects the lobbies of both buildings, with landscaped courtyards and amenity spaces.

The four-level plus rooftop parking garage will be located near the Women and Children's Center in the northeastern portion of the site in an area currently developed with an interim surface parking lot. As mentioned, a parking garage was previously approved in this location as part of the prior MPP Stage 1 approval. A new generator yard will also be built on the northeastern potion of the site, on a paved pad across from the existing Central Utility Plant, to house two, 2-megawatt emergency generators to support the bed tower building.

The MC component of the NERSP identifies development standards such as setbacks, lot coverage, and building height. Table 3 compares the proposed project with the applicable development standards.

Table 3: NERSP Medical Campus Component Development Standards

Standard	Requirement	Proposed
Setback	50' minimum for buildings 2 stories tall or less, and any parking, paved or enclosed areas	50' minimum for the parking garage and generator yard
	100' minimum for buildings 3 stories or more in height	100' minimum for the Inpatient Bed Tower
Lot Coverage	Shall not exceed 35% of the gross square footage of the parcel	28%
Building Height	As approved by the City based upon a visual impact analysis	107' – Inpatient Bed Tower (6 stories) ±58' – Parking Garage (4 stories) ±28' – Generator Yard (1 story)

As discussed in the SPA evaluation section of this report, the project will amend the NERSP to allow a minimum 50-foot setback requirement for the proposed parking garage. The generator yard is only one story and therefore is also subject to the minimum 50-foot setback. The bed tower building is 6 stories and requires a minimum 100-foot setback. The project does not exceed the maximum 35% lot coverage, and the proposed buildings meet or exceed the minimum setback requirements from the ultimate back of curb of adjacent public roadways.

As mentioned, a visual impact analysis was prepared for the project. The analysis includes conceptual renderings of the proposed buildings as seen from the adjacent roadways to assist with staff's evaluation of the proposed building heights. The highest point of the bed tower building is approximately 107 feet, with limited additional height for a screened mechanical enclosure at the roof level. The highest point of the parking garage is approximately 58 feet to the elevator towers and the generator yard is approximately 28 feet tall. The analysis demonstrates that the proposed buildings will not significantly alter the existing visual character of the site and will not have a significant adverse effect on important view sheds in the area. This conclusion is based upon a visual survey of the site and surrounding properties, including the three-dimensional perspective renderings of the project. The perspective renderings demonstrate that the proposed buildings will tie in cohesively with the existing visual context of the site and will not significantly be out of scale with the surrounding area. The gently rolling topography, setbacks, and dense landscaping minimize the potential visual effect of the taller buildings. Staff has determined that the design of the proposed buildings is compatible with the existing built environment on the site and on surrounding properties.

Vehicle Access and Circulation

The Medical Center Campus is currently accessible by each of the adjacent roadways, with one driveway on Douglas Boulevard, one driveway on Rocky Ridge Road, two driveways on Lead Hill Boulevard, and one driveway on Eureka Road. Existing access to the Medical Center Campus from Eureka Road and Douglas Boulevard would not change. The proposed project will relocate the western driveway on Lead Hill Boulevard approximately 400 feet west to provide more convenient access to the new Inpatient Tower building. The existing driveway on Rocky Ridge Drive would function as the main entry to the Medical Center Campus, providing direct access to a new hospital drop off area fronting the new hospital entrance atrium and plaza. The existing main hospital entrance and drop off area that is located south of the proposed tower building would be repurposed as a secondary access. In addition, the project would change the internal circulation system by relocating the internal Loop Road in the northwest quadrant of the site to accommodate the bed tower building. Vehicular access to the new parking garage would primarily occur via the eastern driveway on Lead Hill Boulevard and the driveway on Eureka Road, which are directly north and south of the new parking garage, respectively.

The pedestrian walkways in the northwest portion of the Medical Center Campus would be reconfigured to accommodate the new bed tower building. These walkways would provide internal pedestrian circulation between the new hospital entrance and reconfigured surface parking lots to the north, west, and south of the new main hospital drop off. The walkways would also provide a continuous path along the north side of the Bed Tower building between the new main hospital entrance and emergency department entrance. A combination of new and existing pedestrian walkways would connect the new main hospital drop off to Rocky Ridge Drive and the ED drop off to Lead Hill Boulevard.

The proposed site access and circulation design was evaluated in a transportation impact study prepared by Fehr & Peers, which is included as Attachment 2. Specifically, the study documents the proposed project's travel characteristics, traffic operations (i.e., Level of Service (LOS)) effects at nearby intersections, site access evaluation, and on-site circulation review. The study determined the project would not have a substantial effect on traffic operations at signalized intersections in the study area. The study's recommendations for site access and on-site circulation were incorporated into the project design. These include off-site improvements to Lead Hill Boulevard, such as widening and extending the existing raised median in the eastbound left-turn pocket approaching Eureka Road and adding a "no U-turn" sign facing westbound traffic in the widened median. The project was also reviewed by the City Engineering and City Fire Department staff and was found to comply with refuse service standards and with emergency circulation requirements.

Parking

Per the City's Zoning Ordinance, the parking requirement for hospitals is based upon the number of doctors, employees, and beds within the hospital. One (1) space is required per doctor, plus one (1) space per three (3) employees for the largest shift, plus one (1) space per three (3) beds. This parking ratio is applied to the proposed Inpatient Tower building and the existing hospital building. The parking requirement for medical office buildings is one (1) space per 150 square feet of building square footage, and is applied to the existing Medical Office Building I and Medical Office Building II. Parking is not required for the central utility plant, generator yard, fire pump building, and auxiliary shops because they are considered ancillary to the hospital and employees manning these areas are accounted for in the hospital calculation. The current parking required for the existing hospital and medical office buildings is 2,948 spaces. The proposed Inpatient Tower building will consist of 62 doctors, 666 employees, and 138 hospital beds, resulting in a parking requirement of 330 spaces. With the addition of the project, the total parking requirement for the Medical Center Campus amounts to 3,278 spaces.

The project will reconfigure the surface parking and add a parking structure on the northeastern corner of the site, creating a total of 1,079 parking spaces (with 248 surface spaces and 810 spaces in the structure). With the proposed and existing number of parking spaces, there will be a total of 3,303 spaces provided on site, which exceeds the Zoning Ordinance requirements.

Building Architecture

The five-story bed tower building is designed in a contemporary architectural style. The building will be clad in metal panel with board formed concrete applied on portions of the base. Two shades of neutral-colored metal panels in combination with varying orientation are used to reduce the apparent scale and mass of the façade. The proposed neutral color palette complements the existing color palette of the site. Glazed curtainwalls (glass wall systems) will be strategically applied on the ends of the building to provide visual relief amidst the metal panels. To reduce glare, all exterior windows and glass used on the building surfaces would be non-reflective or treated with an anti-reflective coating to minimize glare. The building will feature entry canopies, a glazed main entry rotunda, patient window modules, and sunshade devices, as shown in Figures 6 and 7 below. The building is well articulated with a mix of colors and materials and variation in wall planes and height.

Figure 6: Southwest side of the Inpatient Bed Tower near Hospital Entry

Figure 7: Northwest side of the Inpatient Tower Building near Emergency Department

The parking structure will consist of painted cast-in-place concrete designed as a rectangular building to allow for the most efficient parking stall layout (see Figure 8 below). Perimeter concrete crash walls are used for crash protection and to reduce lighting impacts from vehicles. The elevator towers are constructed of concrete masonry units, with additional cladding to enhance the vertical circulation corners of the structure. Enhanced architectural treatment is applied to the elevations visible along the main street frontages, particularly on the elevations facing Lead Hill Boulevard and Eureka Road. Decorative perforated metal panels are applied on the building corners on the north, south, and east elevations, as well as in the middle of the eastern elevation facing Eureka Road to break up the building massing and provide additional screening of vehicles. The existing mature trees along the frontage will be maintained to the extent feasible to enhance and screen the structure from view.

Figure 8: Northeast side of the Parking Garage (Facing Lead Hill Bl./Eureka Rd.)

The generator yard building is clad in a combination of horizontal and corrugated metal panels, painted in neutral beige and light brown tones to complement the parking garage and the nearest buildings on site. Figure 9 is a perspective view of the generator yard from Lead Hill Boulevard. Trees along the street-facing elevations will soften views of the building

Figure 9: Northwest side of Generator Yard (Facing Lead Hill Bl.)

Landscaping and Lighting

The project will require the removal of trees within the parking lot areas to accommodate the new parking garage and reconfigured surface parking areas. None of the trees proposed for removal are protected oak trees. Minor modifications to the landscaping along the Lead Hill Boulevard frontage will also be made to accommodate the relocation of the western driveway, and along the Eureka Road frontage to accommodate the parking garage. However, the required 35-foot-wide landscape setbacks adjacent to these roadways will be maintained. Maidenhair trees added within the new surface parking lot areas will provide a minimum 50 percent shading of the parking areas, consistent with the Community Design Guidelines. Landscaping consisting of a mix of trees and shrubs will also be added around the parking structure, the new generator yard, around the bed tower, and in front of the new main entrance. The landscaping will soften views of the proposed structures and will tie in cohesively with the existing site landscaping. Overall, the landscape design is consistent with the NERSP design guidelines, the CDG and the City's Water Efficient Landscape Ordinance.

In addition to landscape plans, the project plans also include furnishings and fixtures. Outdoor gathering spaces will be provided in front of the new bed tower building as well as outside the new rotunda area in between the bed tower and main hospital building. Furnishings include concrete seatwalls, benches, and outdoor tables.

A site lighting plan was provided that proposes parking lot lighting in the new surface parking areas and in the parking garage. The project will also consist of building-mounted lighting at entrances and low-level lighting on bollards to illuminate landscaped areas and pedestrian paths. The light fixtures will consist of premium-efficiency LED light sources. The project is conditioned to provide a photometric plan to ensure consistency with the City's minimum lighting level requirements (0.5 foot-candles in pedestrian areas and 1.0 foot-candles in vehicle areas). In addition, the City's Community Design Guidelines limits the height of parking lot lighting to be no taller than 25 feet in height and directed to have no off-site glare.

Conclusion

The project has been designed in a manner consistent with the General Plan, the NERSP, and the Community Design Guidelines, providing both appropriate vehicle access and circulation and pedestrian connectivity; building designs which use a variety of materials, colors, and building forms; landscaping

consistent with the design guidelines; lighting that is energy efficient and is shielded to avoid light trespass; and infrastructure adequate to serve the proposed expansion in use. The site is appropriately designed, and will not be detrimental to the public health and safety, or be materially detrimental to the public welfare.

PUBLIC OUTREACH

Public outreach for the proposed project has occurred at multiple points during the processing of the project, as described below.

- Upon receipt of the application, the proposed project was distributed to all internal and external agencies and departments who have requested such notice, and all comments or recommended conditions of approval have been incorporated into the project, as appropriate. Early notification of the project was posted on the Roseville Coalition of Neighborhood Associations (RCONA)'s website; no comments were received.

- The project was posted on the City's Projects of Interest website and was routinely updated with project updates.

- On February 25, 2022 the City published the Notice of Preparation (NOP) for the Supplemental Environmental Impact Report (SEIR), which was published on the RCONA website, mailed to property owners within 300 feet of the project site, and distributed to all interested parties and agencies. No comments from the public were received.

- On July 22, 2022 the Draft SEIR was published. Notice of the SEIR was published on the RCONA website and mailed to all property owners within 300 feet of the project, as well as to all interested parties and agencies. Agency comments were received, but no comments from RCONA or members of the public were received.

- On June 28, 2022 the applicant held a public informational meeting at the Maidu Community Center. Notice of this meeting was posted on the RCONA website, the project website, and mailed to all property owners within 300 feet of the project. The purpose of the informational meeting was to provide the public with an opportunity to ask questions about the project, the process, and the EIR. In attendance were applicant representatives and City staff. Approximately seven members of the public attended, primarily from the Maidu Neighborhood Association, and asked questions about the project. None of the attendees expressed opposition.

- A notice of the Planning Commission hearing was published in the Roseville Press Tribune on October 28, 2022, and was distributed to all property owners within 300 feet of the site and posted on the RCONA website. To date, no comments have been received as of publication of the staff report.

ENVIRONMENTAL DETERMINATION

Buildout of the Medical Center Campus and potential impacts associated with construction activity site disturbance were analyzed in the 2004 Kaiser Permanente Roseville Medical Center Expansion Project Environmental Impact Report (SCH #2003062014) (2004 Expansion Project EIR). In accordance with California Environmental Quality Act (CEQA) Section 15163, because only minor additions and changes would be needed to make the previous EIR adequate for the project as revised, the City of Roseville, acting as Lead Agency, prepared a Draft Supplemental Environmental Impact Report (SEIR) (SCH#2022020590) to the 2004 Expansion Project EIR to evaluate the environmental effects of the proposed project. In accordance with CEQA Guidelines Section 15105, the Draft SEIR was available for a 45 day public review and comment period starting July 22, 2022 and ending September 6, 2022. The Draft SEIR is available for review on the City's website at www.roseville.ca.us/environmentaldocuments. Two agency comment letters were received during the public review period, from the Central Valley

Regional Water Quality Control Board and the Placer County Air Pollution Control District, however no comments were received from members of the public. The agency comment letters consisted of information on standard permitting requirements. The Draft SEIR found one significant and unavoidable impact (cumulative impacts to light and glare) and concluded that all other impacts were either less than significant, or would be less than significant with application of the recommended mitigation. A full summary of the project's environmental impacts is included in Chapters 3 and 4 of the Draft SEIR.

A Final SEIR was published on October 17, 2022 and is included as Exhibit A. CEQA requires the City of Roseville (as the CEQA lead agency) to make written findings whenever it decides to approve a project for which an EIR (or SEIR) was certified (Public Resources Code Section 21081). The findings explain how the lead agency approached the significant impacts identified in the SEIR. Findings for the proposed project have been prepared and are included as Exhibit B. CEQA prohibits an agency from approving a project that will have a significant, unavoidable environmental impact unless the agency adopts a statement describing the specific benefits of the project that outweigh its expected unavoidable impacts (i.e., the overriding considerations). Since project implementation would involve significant and unavoidable light and glare impacts, a Statement of Overriding Consideration is included. The final Mitigation Monitoring and Reporting Program is included as Exhibit C and will ensure mitigation compliance during project construction and operation.

RECOMMENDATION

The Planning Division recommends the Planning Commission take the following actions:

1. Certify the **Final Supplemental Environmental Impact Report (SEIR) (SCH#2022020590) for the Kaiser Permanente Roseville Medical Center Campus Inpatient Bed Tower Project**, adopt the **Findings of Fact and Statement of Overriding Considerations**, and adopt the **Mitigation Monitoring & Reporting Program**;
2. Recommend the City Council adopt a resolution approving the **SPECIFIC PLAN AMENDMENT – 1600 EUREKA ROAD – NERSP PCL 12 – KAISER INPATIENT BED TOWER PROJECT – FILE #PL22-0038**;
3. Recommend the City Council adopt the five (5) findings of fact and approve the **DEVELOPMENT AGREEMENT AMENDMENT** – **1600 EUREKA ROAD – NERSP PCL 12 – KAISER INPATIENT BED TOWER PROJECT – FILE #PL22-0038**;
4. Adopt the two (2) findings of fact and approve the **MAJOR PROJECT PERMIT STAGE 1 MODIFICATION AND STAGE 2 – 1600 EUREKA ROAD – NERSP PCL 12 – KAISER INPATIENT BED TOWER PROJECT – FILE #PL22-0038** subject to one hundred forty-four (144) conditions of approval.

CONDITIONS OF APPROVAL FOR THE MAJOR PROJECT PERMIT STAGE 1 MODIFICATION AND STAGE 2 – FILE #PL22-0038

1. This Major Project Permit Stage 1 Modification and Stage 2 approval shall be effectuated within a period of two (2) years from **November 10, 2022** and if not effectuated shall expire on **November 10, 2024**. Prior to said expiration date, the applicant may apply for an extension of time. (Planning)

2. The project is approved as shown in Exhibits F—R, and as conditioned or modified below. (Planning)

3. The project shall comply with all required environmental mitigation identified in the Kaiser Roseville Medical Center Expansion EIR (SCH #2003062014) and Supplement to the EIR, and shall include all applicable mitigation measures as notes on the grading plans. (All Departments)

4. The project is subject to the previously approved conditions of approval for the Major Project Permit Stage 1 for the Kaiser Roseville Medical Center Expansion (File #MPP 02-02), except as conditioned or modified below. (Planning)

5. The project shall be addressed as 1600 Eureka Rd. If the new tower is attached to the existing building it will utilize the same address of 1600 Eureka Rd. The address for the new parking structure shall be 1630 Eureka Rd. All projects with multi-tenants or buildings must submit a site plan with building footprint(s) to the Development Services Department (Business Services – Addressing) for building/suite addressing. (Business Services)

6. The project shall comply with the Development Agreement between the City of Roseville and Kaiser. (Planning)

7. The Major Project Permit application shall not be deemed approved until the actions on the Supplemental Environmental Impact Report, Development Agreement Amendment and Specific Plan Amendment are approved and become effective. (Planning)

8. The applicant shall pay City's actual costs for providing plan check, mapping, GIS, and inspection services. This may be a combination of staff costs and direct billing for contract professional services. Project billing may occur up to two (2) months after the end of warranty or the Notice of Termination date for the SWPPP, whichever occurs later. A deposit in the amount of two (2) percent of the value of the public improvements, or $1000, whichever is greater, shall be provided at the time plans are submitted to the City for review. Prior to plan approval, the applicant shall provide an additional deposit of two (2) percent of the value of the public improvements, or $1000, whichever is greater. City costs will be billed against the deposited amount on a monthly basis. Monthly statements will be issued by the City's Finance Department to the applicant. If at any time the balance in the deposit account is less than $500, the applicant may be required to deposit additional funds as estimated by the City. All funds remaining in the deposit account will be refunded upon completion of the project. (Engineering, Environmental Utilities, Finance)

9. The design and construction of all improvements shall conform to the Design and Construction Standards of the City of Roseville, or as modified by these conditions of approval, or as directed by the City Engineer. (Engineering)

10. The applicant shall not commence with any on-site improvements or improvements within the right-of-way until such time as grading and/or improvement plans have been submitted for review and are approved with grading and/or encroachment permits issued by the Department of Development Services – Engineering Division. (Engineering)

11. The approval of this project does not constitute approval of proposed improvements as to size, design, materials, or location, unless specifically addressed in these conditions of approval. The Developer shall submit civil drawings to the Department of Development Services – Engineering Division for review and approval. (Engineering)

PRIOR TO ISSUANCE OF BUILDING PERMITS:

12. Prior to or concurrent with issuance of a building permit(s) from the California Department of Health Care Access and Information (HCAI), the applicant must satisfy all applicable conditions of the Major Project Permit and provisions of the Development Agreement, including the payment of applicable City fees to the Roseville Building Department. (Building, Planning)

13. Parking stalls shall meet, or exceed, the following minimum standards:

a. All parking stalls shall be double-striped. Parking stalls adjacent to sidewalks, landscaped areas or light fixtures, and all Accessible stalls shall abut a 6" raised curb or concrete bumper. (Planning)

b. Standard -- 9 feet x 18 feet; Compact--8 feet x 16 feet; Parking Garage – as approved by the Planning Commission; Accessible--14 feet x 18 feet (a 9 foot wide parking area plus a 5 foot wide loading area) and a minimum of one (1) parking space shall be van accessible--17 feet x 18 feet (9 foot wide parking area plus an 8 foot wide loading area). (Planning)

c. An 'exterior routes of travel' site accessibility plan incorporating slope, cross-slope, width, pedestrian ramps, curb ramps, handrails, signages, detectable warnings or speed limit signs or equivalent means shall comprise part of the site improvement plans submitted to City for review, prior to building plan check approvals. This site accessibility plan shall also include:

    i. Accessible parking stalls shall be dispersed and located closest to accessible entrances. The total number of accessible parking spaces shall be established by Table 11B-208.2 of the CBC. Outpatient units shall provide 10% of the total parking spaces for accessible parking and facilities that specialize in treatment or services for persons with mobility impairments shall provide 20% of the total parking spaces for accessible parking.

    ii. Accessible spaces and crosswalks shall be signed, marked and maintained as required by Title 24 amendments of the CBC.

    iii. Accessible parking and exterior route of travel shall comply with CBC, Chapter 11B. (Building)

14. Signs and/or striping shall be provided on-site as required by the Planning Division to control on-site traffic movements. Parking lot striping and signage shall be maintained in a visible and legible manner. (Planning)

15. The plans submitted to the Building Division for permits shall indicate all approved revisions/alterations as approved by the Commission including all conditions of approval. (Planning)

16. The project Landscape Plans shall comply with the following:

    a. The Landscape Plan shall indicate the location of, and be designed to avoid conflicts with, all pole-mounted light fixtures and utility equipment including (but not limited to) electric transformers, switchgear, and overhead lines; backflow preventers; fire department connections; and public water, sewer, and storm drain facilities. (Planning, Fire, Environmental Utilities, Electric, Engineering)

    b. The tree plantings in the parking lot shall be designed to provide a minimum of 50% shade coverage after 15 years. (Planning)

    c. At a minimum, landscaped areas not covered with live material shall be covered with a rock, (3") bark (no shredded bark) or (3") mulch covering. (Planning)

    d. The landscape plan shall comply with the Landscape Guidelines for Northeast Roseville Specific Plan and the City of Roseville Water Efficient Landscape Ordinance. (Planning, Environmental Utilities)

e. All landscaping in areas containing electrical service equipment shall conform to the Electric Department's Landscape Requirements and Work Clearances as outlined in Section 10.00 of the Departments "Specification for Commercial Construction." (Electric)

f. Slopes within landscape planters shall be no more than 3:1. A two-foot flat bench located at back-of-walk shall be included in the landscape area to slow or allow absorption of nuisance run-off from the planters. (Parks, Recreation, and Libraries)

g. All landscaping shall conform to the standards of crime prevention through environmental design with the intent to create natural surveillance, controlling access, and territorial reinforcement to property boundaries. (Police)

17. Project phasing shall be substantially consistent with the phasing plan described in the staff report and identified in Exhibit G. Site, grading and landscape plans shall be provided for each phase. Stage 3 plans shall provide on-site access, driveways, parking and utilities for each phase in compliance with City standards. (Building, Engineering, Environmental Utilities, Electric, Fire, Planning)

18. Prior to HCAI's issuance of permits for building exteriors, the Stage 3 elevations for all buildings under HCAI jurisdiction shall be approved by the Planning Division. (Planning)

19. Retaining walls shall have a textured finish with color to match the buildings as approved by Planning. (Planning)

20. Protective fencing shall be provided around all native oaks when construction activities will occur within 50 feet of said areas. (Planning)

21. Signs and/or striping shall be provided on-site as required by the Planning Division to control on-site traffic movements. (Planning)

22. Any roof-mounted equipment and satellite dishes proposed shall be shown on the building plans. The equipment shall be fully screened from public streets and the surrounding properties. (Planning)

23. A separate Architectural Site Accessibility Plan which details the project's site accessibility information as required by California Title 24, Part 2 shall be submitted as part of the project Building Permit Plans. (Building)

24. For Multiple Building Complexes: As part of the required Architectural Site Accessibility Plan, the developer shall delineate the extent of the site accessibility improvements being installed as part of the initial improvements for the project, and those that are planned to be developed as part of subsequent phases (i.e. around future pad buildings). (Building)

25. Building permit plans shall comply with all applicable code requirements (California Building Code – CBC – based on the International Building Code, California Green Building Standards Code– CGBSC, California Mechanical Code – CMC – based on the Uniform Mechanical Code, California Plumbing Code – CPC – based on the Uniform Plumbing Code, California Fire Code – CFC – based on the International Fire Code – with City of Roseville Amendments – RFC, California Electrical Code – CEC – based on the National Electrical Code, and California Energy Standards – CEC T- 24 Part 6), California Title 24 and the American with Disabilities Act - ADA requirements, and all State and Federally mandated requirements in effect at the time of submittal for building permits (contact the Building Division for applicable Code editions). (Building)

26. For restaurants or other food services: The developer shall obtain all required approvals and permits from the Placer County Health Department. (Building)

27. For restaurants or other food services: The developer shall obtain all required approvals and permits from the Placer County Health Department and the City of Roseville Industrial Waste Division. (Building, Environmental Utilities)

28. Maintenance of copy of building plans. Health and Safety Code Section 19850 requires the Building Department of every city or county to maintain an official copy of the building plans for the life of the building. As such, each individual building shall be submitted as a separate submittal package. Building plan review, permit issuance and archiving is based on each individual building address. (Building)

29. For all work to be performed off-site, permission to enter and construct shall be obtained from the property owner, in the form of a notarized right-of-entry. Said notarized right-of-entry shall be provided to Public Works prior to approval of any plans. (Engineering)

30. The Improvement Plans shall include a complete set of Landscape Plans. The Landscape Plans shall be approved with the Improvement Plans. (Planning, Engineering, Fire, Environmental Utilities, Electric)

31. Developer shall be responsible for the installation of a bus shelter and related improvements conforming to the city's current standards on the existing shelter pad adjacent to the site along northbound Rocky Ridge Drive, north of Douglas Boulevard. Upon installation and final inspection by the City of Roseville, the bus shelter and related improvements shall become the property of the City of Roseville. The Developer and City may enter into a construction fee agreement or other agreement based upon a construction cost of $10,000 for future construction of the Bus Shelter along northbound Rocky Ridge Drive, north of Douglas Boulevard (shelter number #10). Should the City install a bus shelter at this location prior to the developer obtaining a building permit, the developer shall reimburse the City for the cost of the shelter in the amount of $10,000. (Engineering, Alternative Transportation)

32. The applicant shall dedicate all necessary rights-of-way or Public Utility Easement for the widening of any streets or transfer of public utilities across and over any portion of the property as required with this entitlement. A separate document shall be drafted for approval and acceptance by the City of Roseville, and recorded at the County Recorder’s Office. (Engineering)

33. Bike parking and clean air vehicle spaces shall be provided per the California Green Building Standards. Bike rack/locker design and location shall be approved by Alternative Transportation. Clean air vehicle spaces shall be marked “CLEAN AIR/CARPOOL/EV”. (Alternative Transportation, Building).

34. The site shall include a designated Dial-a-Ride drop off and pick up area with an accessible path of travel to the main entrance of the building. Applicant shall install a pole for Dial-A-Ride sign (sign provided by Alternative Transportation). A covered seating area for our Dial-A-Ride passengers shall be located at the main entrance and it will be visible from the drive aisle of the drop-off and pick-up area. The Dial-A-Ride drop-off/pick-up area shall be designed to accommodate a minimum of three (3) dial-a-ride buses with a minimum storage capacity of 76-feet for loading/unloading passengers. (Alternative Transportation, Planning, and Engineering).

35. The site’s onsite wayfinding signage shall be updated to direct people to transit service locations onsite and directly adjacent to the site (i.e. Dial-A-Ride drop-off/pick-up areas and bus stops). Coordinate transit information with the PW/Alternative Transportation Division (Alternative Transportation, Planning).

36. The grading and improvement plans shall be designed in accordance with the City’s Improvement Standards and Construction Standards and shall reflect the following:

a. Street improvements including, but not limited to, curb, gutter, sidewalk, pavement, drainage systems, traffic striping, signing, medians and markings, etc. along all existing and proposed City streets, as required by Engineering.

b. Grading shall comply with the City grading ordinance. Erosion control devices (sediment traps, ditches, straw bales, etc.) shall be shown on the grading plans. All erosion control shall be installed prior to the onset of wet weather. Erosion control is installed to minimize silt discharge from the project site. It is incumbent upon the applicant to ensure that necessary measures are taken to minimize silt discharge from the site. Therefore modification of the erosion control plan may be warranted during wet weather conditions.

c. A rough grading permit may be approved by Engineering prior to approval of the improvement plans.

d. Standard Accessible ramps shall be installed at all curb returns per City Standards. (Engineering)

37. The applicant shall apply for and obtain an encroachment permit from the Engineering Department prior to any work conducted within the City right-of-way. (Engineering)

38. Prior to the approval of the improvement plans, it will be the project proponent's responsibility to pay the standard City Trench Cut Recovery Fee for any cuts within the City streets that are required for the installation of underground utilities. (Engineering)

39. Prior to the issuance of building permits, the property owner shall pay into the following fee programs: Citywide Drainage Fee, Citywide Traffic Mitigation Fee (TMF), Highway 65 Joint Partners Association (JPA), South Placer Regional Transportation Authority (SPRTA), and City/County Fee. (Engineering)

40. Prior to the issuance of a grading permit or approval of Improvement Plans, the grading plans shall clearly identify all existing water, sewer and recycled water utilities within the boundaries of the project (including adjoining public right of way). Existing utilities shall be identified in plan-view and in profile-view where grading activities will modify existing site elevations over top of or within 15 feet of the utility. Any utilities that could potentially be impacted by the project shall be clearly identified along with the proposed protection measures. The developer shall be responsible for taking measures and incurring costs associated with protecting the existing water, sewer and recycled water utilities to the satisfaction of the Environmental Utilities Director. (Environmental Utilities)

41. The grading plans shall show the amount of cut and fill for the site. If the site earthwork does not balance, a note shall be added to the grading plans that states:

    a. *"Prior to the commencement of grading operations, the contractor shall identify the site where the excess earthen material shall be borrowed or deposited. If the borrow or deposit site is within the City of Roseville, the contractor shall produce a report issued by a geotechnical engineer to verify that the exported or imported materials are suitable for the intended fill, and shall show proof of all approved grading plans. Haul routes to be used shall be specified." (Engineering)*

42. All storm drainage, including roof drains, shall be collected on site and treated with Best Management Practices (BMP's) per the City's Stormwater Quality Design Manual. All storm water shall be routed to the nearest existing storm drain system or natural drainage facility. Drain outfalls shall extend down to the receiving water and shall be constructed with adequate velocity attenuation devices. The grading/improvement plans for the site shall be accompanied with a shed map that defines that area tributary to this site and all drainage facilities shall be designed to accommodate the tributary

flow. The storm drain system and proposed BMP's shall be privately owned and maintained by the property owner. Prior to the issuance of any permits, the owner shall provide a plan for the maintenance of the proposed BMP's. (Engineering)

43. The grading plans shall clearly show the overland release path for surface flow storm water runoff. The water surface elevation of any retained water shall not be higher than 1 foot below the adjacent building finished floor elevation. The overland release along the drainage easement through the center of the parcel shall be maintained and shall be graded such that all public waters shall stay within this easement. (Engineering)

44. Prior to the approval of the Improvement Plans, the project proponent shall provide proof of preparation and submittal of a Storm Water Pollution Prevention Plan (SWPPP) to the Regional Water Quality Control Board (RWQCB). Proof shall be in the form of the Waste Discharge Identification Number (WDID#), provided to the applicant from RWQCB, placed on the coversheet of the improvement plans. Upon approval of the improvement plans, a copy of the SWPPP shall be required onsite and available for viewing by City inspection staff upon request. (Engineering)

45. The developer shall be responsible for any necessary relocation of signal interconnect cables that may require re-location as a result of the construction of turn lanes and/or driveways. (Engineering)

46. To ensure that the design for any necessary widening, construction, or modifications of Public Streets does not conflict with existing dry utilities generally located behind the curb and gutter, and prior to the submittal of design drawings for those frontage improvements, the project proponent shall have the existing dry utilities pot holed for verification of location and depth. (Engineering)

47. If at any time prior to the "Notice of Completion", the determination is made that existing curb ramp(s) do not meet standard City requirements, it will be the responsibility of the developer to remove/replace or modify the deficient ramp(s) to meet City standards. (Engineering)

48. The grading plans shall be accompanied by engineered structural calculations for all retaining walls greater than 4 feet in height. All retaining walls shall be of masonry or Keystone type construction unless otherwise approved by the Public Works Director. (Engineering)

49. The Stage 3 Landscape Plans shall include the location of all existing and planned above and below ground utilities, including fire hydrants, signage, street lights, storm drain, water, sewer, etc., in addition to all other hardscape features, i.e. sidewalks, sounds walls, etc. Where new or rehabilitated landscaping is installed near driveway entrances to the site, view corridors shall be provided on the plans as required by the Engineering Department. (Engineering, Environmental Utilities, Parks)

50. The applicant shall pay for all applicable water and sewer fees. (Environmental Utilities)

51. Water and sewer infrastructure shall be designed pursuant to the adopted City of Roseville Improvement Standards and the City of Roseville Construction Standards and shall include:

52. Utilities or permanent structures shall not be located within the area, which would be disturbed by an open trench needed to expose sewer trunk mains deeper than 12' unless approved by the Environmental Utilities Director. The area needed to construct the trench is a sloped cone above the sewer main. The cone shall have 1:1 side slopes.

53. Water and sewer mains shall not exceed a depth of 6' and 12' respectively, below finished grade, unless authorized by the Environmental Utilities Director. If water line improvements will be constructed below a sewer and/or storm drain line, a waiver will be required from the State Water Resources Control Board Division of Drinking Water.

54. All sewer manholes shall have all-weather 10-ton vehicle access unless authorized by these conditions of approval.

55. No trees or permanent structures shall be allowed within water or sewer easements except with the approval of the Environmental Utilities Director.

56. No tap shall be allowed off the 36-inch transmission water main along Eureka Road.

57. All on-site water shall be considered private and shall be maintained by the owner. The proposed 12-inch loop from Eureka Road and Lead Hill Road shall be a private looped system unless otherwise approved by the Environmental Utilities Director. This requires the installation of backflow preventors at both points of connection.

58. The applicant/developer shall revise the Transportation Systems Management (TSM) Plan for Kaiser Permanente Medical Center to be reviewed and approved by the Transportation Commission. (Transportation)

59. Access to the existing trash pick-up area shall maintain an inside turning radius of 25 feet and an outside turning radius of 45 feet to allow refuse truck access. Enclosures must have a clear approach of 65 feet in front of the enclosure to allow servicing bins. Any new trash enclosures for the project shall be designed to current Refuse Division specifications for size, design, access and approach, shall meet the Fire Department requirements, and shall have materials and colors to match adjacent buildings. (Refuse, Planning, Fire)

60. A trash enclosure and recycling enclosure is required for each building and each tenant, otherwise, the building owner is responsible for the trash service. (Refuse)

61. Fire apparatus access roads shall be provided to within 150 feet of all structures and combustible storage piles. Fire apparatus access roads shall have an unobstructed width of not less than 20 feet and an unobstructed vertical clearance of not less than 13 feet 6 inches. (Fire)

62. Vertical clearances or widths shall be increased when, in the opinion of the Fire Chief, vertical clearances or widths are not adequate to provide fire apparatus access. Fire apparatus access roads shall be designed and maintained to support the imposed loads of fire apparatus (32 tons) and shall be provided with a surface so as to provide all-weather driving capabilities. Said access shall be provided prior to any construction or storage of combustible materials on site. (Fire)

63. Dead-end fire apparatus access roads in excess of 150 feet in length shall be provided with an approved provision for the turning around of fire apparatus. A minimum back of curb radii of not less than 48 feet shall be provided. (Fire)

64. The required fire flow for the protection of the proposed project will be addressed for each building individually. The flow will be based on the square footage of the building and the type of construction used including the installation of a full coverage automatic fire sprinkler system. A change in any of the conditions may increase the required fire flow. (Fire)

65. The applicant shall provide the Fire Department with a hydraulic analysis (prepared by a State licensed fire protection, civil, or mechanical engineer) that evaluates the private fire service water main serving the complex. The analysis shall demonstrate that an approved water supply is available and that it is capable of supporting the combined demands for the required fire flow and the fire sprinkler system. (Fire)

66. The applicant shall provide a minimum number of fire hydrants within the complex in accordance with the Roseville Fire Code. The average spacing between fire hydrants within the complex shall

not exceed spacing in accordance with the Roseville Fire Code. A fire hydrant shall be located within 40- feet of all fire department connections to fire sprinkler systems and located on the same side of the street as the sprinkler connection. The location, number and type of fire hydrants connected to the water supply shall be provided as required and approved by the Fire Department. (Fire)

67. Fire hydrants shall be operable and accessible to Fire Department apparatus by roads meeting the requirements of the Roseville Fire Code prior to bringing combustible materials onto the project site. Isolation valves shall be provided throughout the campus subject to the approval of this department. (Fire)

68. A minimum clearance of 3-feet shall be provided between trees, shrubs and other landscape materials and all fire protection equipment (hydrants, fire sprinkler system connections, valves). Fire protection equipment shall not be located behind parking stalls or other obstructions to access. (Fire)

69. When the proposed project is to be provided with perimeter security fencing, fire apparatus access and occupant exiting shall be considered. All vehicular access gates shall comply with the Uniform Fire Code requirements and shall be equipped with approved Knox and Opticom emergency vehicle access devices. If pedestrian gates are designed as part of the overall exiting system, they shall comply with the exiting provisions of the Uniform Building Code. Plans shall be submitted to the Fire Department for review and approval prior to installation. (Fire)

70. An approved access walkway shall be provided to all exterior doors and openings required by either the Uniform Fire Code or the Uniform Building Code. A concrete sidewalk or other approved hard surface will meet the intent of the access walkway requirement. Adequate space adjacent to the access walkway, vertically and horizontally, shall be provided to allow firefighters to access required building openings in order to effectively perform rescue operations, to allow for equipment maneuverability, and to safely raise ground ladders. Any landscaping adjacent to the access walkway shall be such that it does not obstruct the functional purpose of the walkway upon maturity. (Fire)

71. The design and installation of all fire protection equipment shall conform to the California Fire Code and the amendments adopted by the City of Roseville, along with all standards and policies implemented by the Roseville Fire Department. (Fire)

72. The applicable codes and standards adopted by the City shall be enforced at the time construction plans have been submitted to the City for permitting. (Fire)

73. The Electric Department requires the submittal of the following information in order to complete the final electric design for the project:

    a. one (1) set of improvement plans;

    b. load calculations; and

    c. electrical panel one-line drawings. (Electric)

74. Lighting shall be provided in conformance with the following:

    a. All external lighting shall be vandal resistant and installed/directed to have no off-site glare.

    b. Lighting for surface parking shall provide a maintained minimum of one (1) foot candle of light. The maximum height of pole lights for surface parking shall be 25 feet, as measured to the top of the fixture and including any base.

c. Lighting within the parking areas and pedestrian walkways shall provide a maintained minimum of one (1) foot-candle, and 0.5 foot-candle of light, respectively. All exterior light fixtures shall be vandal resistant.

d. The applicant shall work with the Planning Division to reduce the potential glare resulting from pole lights on the top deck of the parking structures. Options may include reduced pole heights, location of pole lights away from the edges of the structure, sheet metal cut-offs, wall-mounted lights or bollard lights as necessary to avoid off-site glare as approved by the Planning Division. Line of sight studies may be required to verify avoidance of off-site glare. (Planning & Police)

75. The parking lot shall have properly posted signs that state the use of the parking area is for the exclusive use of employees and customers of this project. (See California Vehicle Code Sections 22507.8, 22511.5, 22511.8, 22658(a), and the City of Roseville Municipal Code Section 11.20.110). The location of the signs shall be shown on the approved site plan. (Planning & Police)

76. A security plan with the goal of enhancing public safety shall be submitted and approved by the Police Department. The plan shall address the following items:

a. Parking lot identification and labeling.

b. Design of the video surveillance system.

c. Coordination of training for emergency evacuations.

d. Provision of a floor plan and a SWAT walk-through prior to occupancy for each building.

e. Availability of an on-site computer work station(s). (Police)

77. It is the developer's responsibility to notify PG&E of any work required on PG&E facilities. (PG&E)

DURING CONSTRUCTION & PRIOR TO ISSUANCE OF OCCUPANCY PERMITS:

78. The applicant shall provide a new 35’ wide A-7 driveway along Lead Hill Boulevard, approximately 450 linear feet east of Rocky Ridge Drive. In addition, the applicant shall remove the existing central driveway located along Lead Hill Boulevard. (Engineering)

79. The applicant shall widen and extend the existing raised median in the eastbound left-turn pocket approaching Eureka Road, and shall add a “No U Turn” sign facing westbound traffic in the widened median. (See Figure 22 of the Transportation Impact Study dated October 2022 by Fehr & Peers). (Engineering)

80. The applicant shall provide a westbound left-turn pocket with raised medians along Lead Hill Boulevard to prevent outbound trips from the existing business park driveway located on the north side of Lead Hill Boulevard. (See Figure 22 of the Transportation Impact Study dated October 2022 by Fehr & Peers). (Engineering)

81. The applicant shall provide “Keep Clear” pavement marking and “Do Not Block Intersection” signage at the new entry along Lead Hill Boulevard and Loop Road intersection. (Engineering)

82. The applicant shall provide a “Do Not Block Intersection” signage at the southbound approach of Loop Road at the intersection with the entry off Douglas Blvd. (Engineering)

83. The applicant shall demonstrate adequate site distance at the driveways associated with the new parking garage to the satisfaction of the City Engineer. (Engineering)

84. Existing landscaping damaged or removed during the course of construction shall be replanted in conformance with the Stage 2 Major Project Permit plans and the Northeast Roseville Specific Plan Landscape Design Guidelines to the satisfaction of the Planning Director. (Planning)

85. Any backflow preventors visible from the street shall be screened with landscaping and shall comply with the following criteria:

    a. There shall be a minimum clearance of four feet (4'), on all sides, from the backflow preventor to the landscaping.

    b. For maintenance purposes, the landscaping shall only be installed on three sides and the plant material shall not have thorns.

    c. The control valves and the water meter shall be physically unobstructed.

    d. The backflow preventor shall be covered with a green cover that will provide insulation. (Planning, Environmental Utilities)

86. The following easements shall be provided by separate instrument and shown on the site plan, unless otherwise provided for in these conditions:

    a. A 12.5-foot-wide public utilities easement along all road frontages.

    b. Water and sewer easements. (Electric, Engineering, Environmental Utilities)

    c. Additional internal easements will be required to cover primary electrical facilities to the project when the final electrical design is completed. (Electric)

    d. Bus Shelter easements for the bus shelter pads adjacent to the site on Rocky Ridge Drive, Douglas Boulevard, Lead Hill Boulevard, Eureka Road. (Engineering, Alternative Transportation).

87. Separate document easements required by the City shall be prepared in accordance with the City's "Policy for Dedication of Easements to the City of Roseville". All legal descriptions shall be prepared by a licensed land Surveyor. (Engineering, Environmental Utilities, Electric)

88. Easement widths shall comply with the City's Improvement Standards and Construction Standards. Separate document easements required by the City shall be prepared in accordance with the City's "Policy for Dedication of Easements to the City of Roseville". All legal descriptions shall be prepared by a licensed land Surveyor. All existing public utility, electric, water, sewer and reclaimed water easements shall be maintained unless otherwise authorized by these conditions of approval. (Engineering, Environmental Utilities, Electric)

89. Inspection of the potable water supply system for each building, including the hospital buildings, shall be as follows:

    a. The Environmental Utilities Inspector will inspect all potable water supply up to the downstream side of the backflow preventor.

    b. The property owner/applicant shall be responsible for that portion of the water supply system from the backflow preventor to the building. The builder/contractor shall engage a qualified

inspector to approve the installation of this portion of the water supply. The Building Division will require from the builder/ contractor, a written document certifying that this portion of the potable water supply has been installed per improvement plans and in accordance with the Uniform Plumbing Code. This certificate of compliance shall be submitted to the Building Division before a temporary occupancy or a building final is approved.

c. The building inspectors will exclusively inspect all potable water supply systems for the building from the shutoff valve at the building and downstream within the building. (Building, Environmental Utilities)

90. To minimize dust/ grading impacts during construction the applicant shall:

    a. Spray water on all exposed earth surfaces during clearing, grading, earth moving and other site preparation activities throughout the day to minimize dust.

    b. Use tarpaulins or other effective covers on all stockpiled earth material and on all haul trucks to minimize dust.

    c. Sweep the adjacent street frontages at least once a day or as needed to remove silt and other dirt which is evident from construction activities.

    d. Ensure that construction vehicles are cleaned prior to leaving the construction site to prevent dust and dirt from being tracked off-site.

    e. The City shall have the authority to stop all grading operations, if in the opinion of city staff, inadequate dust control or excessive wind conditions contribute to fugitive dust emissions. (Engineering)

91. Sight distances for all driveways shall be clearly shown on the improvement plans to verify that minimum standards are achieved. It will be the responsibility of the project proponent to provide appropriate landscaping and improvement plans, and to relocate and/or modify existing facilities as needed to meet these design objectives. (Engineering)

92. The applicant shall remove and reconstruct any existing damaged curb, gutter, and sidewalk along the property frontage. During plan check of the improvement plans and/or during inspection, Engineering will designate the exact areas to be reconstructed. (Engineering)

93. Existing public facilities damaged during the course of construction shall be repaired by the applicant, at the applicant's expense, to the satisfaction of the City. (Engineering)

94. All improvements being constructed in accordance with the approved grading and improvement plans shall be accepted as complete by the City. (Engineering)

95. The words “traffic control appurtenances” shall be included in the list of utilities allowed in public utilities easements (PUE’s) located along public roadways. (Engineering)

96. Water and sewer shall be constructed pursuant to the adopted City of Roseville Improvement Standards and the City of Roseville Construction Standards. (Environmental Utilities)

97. All water backflow devices shall be tested and approved by the Environmental Utilities Department. (Environmental Utilities)

98. Restaurants or other Food Service Establishment (FSE). The applicant shall design for installation and/or install an exterior grease interceptor if the proposed business could potentially discharge

substances containing fats, oils and grease (FOG) into the sewer system. The grease interceptor shall be adequate to separate and remove FOG contained in the wastewater from FSE's prior to discharge to the public sewer. (Environmental Utilities)

99. In the event an exterior grease interceptor cannot be installed due to space limitation, the developer shall install a grease trap, per City Standards, that will mechanically separate the FOG contained in the wastewater from the FSE prior to discharge to the public sewer. (Environmental Utilities)

100. Pursuant to the Municipal Code, the applicant shall apply for and obtain a FOG waste discharge permit (FOG WDP) from the Environmental Utilities Industrial Waste Division prior to occupancy or prior to discharging waste to the public sewer. The applicant shall submit information required by the Environmental Utilities Department for evaluation, including but not limited to: site plans, floor plans, mechanical and plumbing plans, and details to show all sewers, FOG control device, grease interceptor or other pretreatment equipment and appurtenances by size, location and elevation. Additional information related to the applicant's business operations and potential discharge may be requested to properly evaluate the FOG WDP application. (Environmental Utilities)

101. Oxygen and other medical gas systems shall be installed and tested to the satisfaction of the Fire Department. (Fire)

102. An approved automatic fire extinguishing system shall be provided for all buildings where the total fire area is 3,600 square feet or greater, as required by Roseville Fire Code Section 1003.2.2. Fire extinguishing systems installed shall conform to the minimum design standards of the Roseville Fire Code Standard 10-3. Plans and specifications shall be submitted to the Fire Department prior to system installation. Plan review and field inspection fees associated with the installation of said systems shall be paid prior to plan submittal. (Fire)

103. Fire extinguishing systems installed as required by Section 1003.1.1 of the City Fire Code shall have control valves and activation switches electrically supervised and monitored by an approved central alarm monitoring company. Digital alarm communicator system panels shall be installed and maintained in accordance with National Fire Protection Association Standard # 72 (Fire Alarm Code). Plan review and field inspection fees associated with the installation of said systems shall be paid prior to plan submittal. (Fire)

104. Fire extinguishing systems installed as required by Section 1003.1.1 of the City Fire Code shall be provided with an approved audible and visual alarm notification signal within the interior of the building to alert building occupants. Said alarm notification signal shall be provided throughout the building and shall be installed and maintained in accordance with National Fire Protection Association Standard #72 (Fire Alarm Code). Plan review and field inspection fees associated with the installation of said systems shall be paid prior to plan submittal. (Fire)

105. Every building three stories or more in height shall be provided with a Class 1 standpipe system in accordance with Roseville Fire Code Section 1004. Said system installation shall conform to the minimum standards of UBC Standard 9-2 and Roseville Fire Code Standard 10-3. Plan review and field inspection fees associated with the installation of said systems shall be paid prior to plan submittal. (Fire)

106. Every building three stories or more in height shall be provided with not less than one standpipe for use during construction as required by Roseville Fire Code Section 8704.4.3.1. Such standpipes shall be installed when the progress of construction is not more than 25-feet in height above the lowest level of fire department access. Such standpipes shall be provided with fire department hose connections at accessible locations adjacent to usable stairs, and the standpipe outlets shall be located adjacent to such usable stairs. Such standpipe systems shall be extended as construction

progresses to within one floor of the highest point of construction having secure decking or flooring. On each floor there shall be provided a 2 ½-inch valve outlet for fire department use. (Fire)

107. All buildings and structures with one or more passenger service elevators shall be provided with not less than one elevator meeting the requirements of California Building Code Section 3003.5a for emergency medical service. (Fire)

108. An approved project sign shall be placed at vehicle access points into the project during construction to assist emergency responders. The sign shall identify the project name and address, as approved by the City of Roseville. Such signs shall be clearly visible and legible from the street fronting the project. (Fire)

109. Dumpsters and trash containers with an individual capacity of 1.5 cubic yards [40.5 cubic feet] or more shall not be stored in buildings or placed within 5-feet of combustible walls, openings or combustible roof eave lines unless said areas are protected by an approved automatic fire sprinkler system in accordance with the Roseville Fire Code. (Fire)

110. All shrubbery, trees and signs located within center medians adjacent to site access points shall be seven feet (7') in height or lower to allow access to the site by fire apparatus. (Fire)

111. The approved address numbers shall be placed on each building by the applicant in such a position as to be plainly visible and legible from the street fronting the property and shall be placed as to be seen from all entrances. Proposed address numbers shall be indicated on the elevation drawings contained within the building plan submittal. The address numbers shall be contrasting in color with their background and shall be illuminated. (Fire)

112. The applicant shall properly identify all required fire lanes in accordance with the Fire Department Fire Lane Standard. (Fire)

113. Barricades shall be provided to protect any natural gas meter, fire hydrant, or other fire department control device, which may be subject to vehicular damage. Approved signs may be required to identify the location of fire protection devices. (Fire)

114. Automatic fire extinguishing system risers, fire alarm system panels and digital alarm communicator system panels shall be located within an approved fire control room and shall be accessible from an adjacent fire apparatus roadway. Said fire control room shall be a minimum size of thirty-five (35) square feet in size and shall be openable from the exterior via an approved door opening. (Fire)

115. A Knox Company Model # 4400 key box shall be located adjacent to the door opening into the fire control room for each structure to provide access to fire protection system equipment. Said box shall be mounted at 6-feet above finished grade adjacent to the door opening or as otherwise approved by the Fire Marshall. Contact the Fire Prevention Division for an approved Knox Company order form. The applicant shall pay a $130 fee associated with the inspection of the key box prior to acceptance by the Fire Department at the time of receiving the Knox Company Order Form. (Fire)

116. A digitized copy of the approved drawings for the project shall be submitted to the Fire Department for pre-fire purposes. Said copy shall be submitted in an approved format. (Fire)

117. Adequate radio coverage shall be provided within buildings for public safety agencies, as required by Roseville Municipal Code Section 16.16.200. A field test shall be provided by a person in possession of a current FCC License, or a current technician certification issued by the Associated Public-Safety Communications Officials International (APCO), or the National Association of Business and Educational Radio (NABER). The building owner shall retain all test records on the

inspected premises and a copy shall be submitted to the Fire Department officials. Adequate radio coverage shall include all of the following:

a. A minimum signal strength of 95 dBM available in 90% of the area of each floor of the building when transmitted from the closest City of Roseville Radio Communication site.

b. A minimum signal strength of 95 dBM received at the closest City of Roseville Communication site when transmitted from 90% of the area of each floor of the building.

c. The frequency range that must be supported shall be 821-824 MHz and 866-869 MHz.

d. A 100 % reliability factor. (Fire, Police)

118. Additional internal easements will be required to cover primary electrical facilities to the project when the final electrical design is completed. (Electric)

119. All Electric Department facilities, including streetlights where applicable, shall be designed and built to the "City of Roseville Specifications for Commercial Construction." (Electric)

120. The City of Roseville Electric Department has electrical construction charges which are to be paid by the developer and which are explained in the City of Roseville "Specification for Commercial Construction." These charges will be determined upon completion of the final electrical design. (Electric)

121. Any relocation, rearrangement, or change of existing electric facilities due to this development shall be at the developer's expense. (Electric)

122. Any facilities proposed for placement within public/electric utility easements shall be subject to review and approval by the Electric Department before any work commences in these areas. This includes, but is not limited to, landscaping, lighting, paving, signs, trees, walls, and structures of any type. (Electric)

123. All landscaping in areas containing electrical service equipment shall conform with the Electric Department's Landscape Requirements and Work Clearances as outlined in Section 10.00 of the Departments "Specification for Commercial Construction." (Electric)

124. All electric metering shall be directly outside accessible. This can be accomplished in any of the following ways:

a. Locate the metered service panel on the outside of the building.

b. Locate the metered service panel in a service room with a door that opens directly to the outside. The developer will be required to provide a key to the door for placement in a lock box to be installed on the outside of the door. Any doors leading from the service room to other areas of the building shall be secured to prohibit unauthorized entry. (Electric)

125. One ¾" conduit with a 2-pair phone line shall be installed from the buildings telephone service panel to the meter section of the customer's electrical switchgear or panel. (Electric)

126. It is the responsibility of the developer to insure that all existing electric facilities remain free and clear of any obstruction during construction and when the project is complete. (Electric)

127. The Harmonic content at all metering points shall be below 5% per IEEE 519 Standard. (Electric)

OTHER CONDITIONS OF APPROVAL:

128. The hospital shall secure all required approvals from the Placer County Air Pollution Control District prior to occupancy of the new buildings. (Planning)

129. The applicant shall pay City's actual cost for providing plan check, mapping, GIS, installation, and inspection services. This may be a combination of staff costs and direct billing for contract professional services. (Engineering, Environmental Utilities)

130. All existing public utility, electric, water and sewer easements shall be maintained unless otherwise authorized by these conditions of approval. (Electric, Engineering, Environmental Utilities)

131. Signs shown on the elevations are not approved as part of the Major Project Permit. A Sign Permit is required for all project signs. (Planning)

132. The parking lot striping and signing shall be maintained in a visual and legible manner. (Planning)

133. Following the installation of the landscaping, all landscape material shall be maintained in a healthy and weed free condition; dead plant material shall be replaced immediately. All trees shall be maintained and pruned in accordance with the accepted practices of the International Society of Arboriculture (ISA). (Planning)

134. The City reserves the right to restrict vehicle turning movements within the public right-of-way in the future if deemed necessary by the City Engineer. (Engineering)

135. The required width of fire apparatus access roads shall not be obstructed in any manner, including the parking of vehicles. Minimum required widths and vertical clearances established by the Fire Code shall be maintained at all times during construction. Closure of accesses for fire apparatus by gates, barricades and other devices shall be prohibited unless approved by the Fire Chief. (Fire)

136. Temporary aboveground storage tanks may be used at construction sites for diesel fuel only and shall not exceed 1,000 gallon capacity. Tanks shall comply with all provisions found within the Fire Code. A Fire Department Permit shall be obtained prior to tank installation. The permit shall expire after 90 days from the date of issuance, unless extended by the Fire Chief. (Fire)

137. If site survey or earth moving work results in the discovery of hazardous materials in containers or what appears to be hazardous wastes released into the ground, the contractor or person responsible for the building permit must notify the Roseville Fire Department immediately. A representative from the Fire Department will make a determination as to whether the incident is reportable of not and if site remediation is required. (Fire)

138. The Hazardous Materials Management Program (HMMP) for the site shall be updated per applicable Local, State and Federal Health and Safety Codes. In addition, the business shall file a business plan with the City Fire Department before a new building is occupied, which specify what to do in the event of an accident, and which transportation routes would be used. (Fire)

139. The location and design of the gas service shall be determined by PG&E. The design of the gas service for this project shall not begin until PG&E has received a full set of City approved improvement plans for the project. (PG&E)

140. All commercial air conditioning units 5 tons or less (<65,000 btu/ h) shall meet the current Consortium for Energy Efficiency ("CEE") Tier I specifications. The SEER/EER ratings will be specified on building plans and Title 24 compliance certificates at the time building permits are requested. The SEER and EER ratings will be verified with appropriate documentation. These requirements shall be

utilized in the overall energy compliance calculations required for issuance of any building permit for any commercial building in the Plan Area. Any variances, with the exception of Tier 2 compliance, must be approved by the Electric Department's Retail Energy Services Department. (Electric)

141. The project is subject to the noise standards established in the City's Noise Ordinance. In accordance with the City's Noise Ordinance, project construction is exempt between the hours of seven a.m. and seven p.m. Monday through Friday, and between the hours of eight a.m. and eight p.m. Saturday and Sunday, provided that all construction equipment shall be fitted with factory installed muffling devices and be maintained in good working order. (Building)

142. The developer (or designated consultant) shall certify that the building foundation location has been placed according to all approved setback requirements shown on the approved site plan. The developer shall prepare a written statement confirming building placement and provide an original copy to the City Building Division Field Inspector at the time of or prior to the foundation inspection. (Building)

143. Prior to Certificate of Occupancy, the applicant may apply for a Temporary Certificate of Occupancy (TCO) of the building. If a TCO is desired, the applicant must submit a written request to the Building Division a minimum of thirty (30) days prior to the expected temporary occupancy date and shall include a schedule for occupancy and a description of the purpose for the Temporary Certificate of Occupancy. (Building)

144. Concurrent with submittal for plan check and prior to a request for final building inspection, the applicant may request City approval of an occupancy phasing plan to allow individual or multiple building occupancies. This request shall be made in writing to the Building Division and shall include the following:

    a. A description of measures that will be undertaken to minimize conflict between residents/building occupants and construction traffic (e.g. fencing, etc.);

    b. A phasing plan showing the proposed buildings, internal roads and access routes, landscaping, trash enclosure locations, and any other improvements planned for each phase; and

    c. An estimated time frame for each phase and a specific date for the first phase. (Planning, Building)

ATTACHMENTS

1. Visual Impact Analysis
2. Transportation Impact Study
3. Draft Supplemental EIR

EXHIBITS

A. Final Supplemental EIR
B. Findings of Fact and Statement of Overriding Considerations
C. Mitigation Monitoring & Reporting Program
D. NERSP Change Pages
E. Draft First Amendment to the Kaiser DA
F. Site Plan
G. Phasing Plan
H. Vehicular and Pedestrian Circulation
I. Surface Improvements Plan
J. Preliminary Grading Plan

K. Sections
L. Preliminary Utility Plan
M. Elevations
N. Perspectives
O. Color & Materials Board
P. Preliminary Landscape Plan
Q. Materials & Furnishings Plan
R. Site Lighting Plan

Note to Applicant and/or Developer: Please contact Planning Division staff at (916) 774-5276 prior to the Commission meeting if you have any questions on any of the recommended conditions for your project. If you challenge the decision of the Commission in court, you may be limited to raising only those issues which you or someone else raised at the public hearing held for this project, or in written correspondence delivered to the Planning Manager at, or prior to, the public hearing.

NOTE: Attachment 1, and Exhibits A-E are not included with the Planning Commission Staff Report because they are already included as attachments to the Council Communication.

Transportation Impact Study for Kaiser Bed Tower Project

Prepared for:
City of Roseville

October 2022

RS22-4142

FEHR PEERS

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Executive Summary

This study analyzes the transportation impacts associated with the proposed Bed Tower Project (proposed Project) at the Kaiser Permanente Roseville Medical Center Campus (KPRMC). This report is intended as supplemental information to the *Draft Supplemental Environmental Impact Report for the Kaiser Permanente Roseville Medical Center Inpatient Bed Tower Project* (SEIR) (Dudek, July 2022). Specifically, this report documents the proposed Project's travel characteristics, traffic operations (i.e., level of service (LOS)) effects at nearby intersections, site access evaluation, and on-site circulation review.

The Project proposes a 278,000 square foot Bed Tower building, a new four-level plus rooftop parking garage with approximately 800 parking stalls, and supporting utility upgrades. The Project would also relocate the Campus's internal Loop Road to accommodate the Bed Tower building, reconfigure surface parking lots, and provide a new main hospital drop-off area adjacent to a new main hospital entrance in the proposed Bed Tower building. The Project would result in a net increase of 186 parking stalls, with a net decrease in supply in the west portion of the Campus and a net increase in supply in the northeast quadrant of the Campus. The Project proposes to close an existing driveway on Lead Hill Boulevard (Driveway 1) and add a new driveway (Driveway 6) about 400 feet west of Driveway 1 and 450 feet east of Rocky Ridge Drive. **Figure 4** provides a side-by-side comparison of the existing KPRMC Campus site plan with the proposed Campus site plan with the Project.

Impact Assessment

The following summarizes the Project's potential transportation impacts based on the significance criteria presented in Chapter 5.

Impact 1: The proposed Project would not physically disrupt an existing transit service/facility or interfere with implementation of a planned transit service/facility. This impact is **less than significant**.

Impact 2: The proposed Project would not physically disrupt an existing bicycle facility or interfere with implementation of planned bicycle facilities. This impact is **less than significant**.

Impact 3: The proposed Project would not physically disrupt an existing pedestrian facility, or conflict with adopted programs, plans, ordinances, or policies regarding pedestrian facilities. This impact is **less than significant**.

Impact 4: The proposed Project would qualify for screening per the screening criteria outlined in Section 4-9-A of the City of Roseville VMT Impact Standards.

Impact 5: The proposed Project would not result in a geometric design feature that is inconsistent with applicable design standards. This impact is **less than significant**.

Impact 6: The proposed Project would not result in roadway and transportation facilities that impede access for emergency response vehicles. This impact is **less than significant**.

Traffic Operations Analysis

Based on the *City of Roseville Design and Construction Standards*, a Short-Term Traffic Study is sufficient for this Project. This study analyzes traffic operations at 10 study intersections for the following scenarios during the weekday AM and PM peak hours:

- Baseline (2020) Conditions: represents pre-pandemic traffic conditions in February 2020.
- Baseline Plus Project: represents baseline (2020) conditions plus the proposed Bed Tower Project.

Table ES-1 presents the weekday AM and PM peak hour traffic operations at the study intersections.

Table ES-1: Peak Hour Intersection Operations

Intersection	Traffic Control	Peak Hour	Baseline Conditions		Baseline Plus Project	
			Delay	LOS	Delay	LOS
1. Atlantic St. / I-80 Westbound On-Ramp	Signal	AM	5.7	A [1]	5.8	A [1]
		PM	10.2	B	9.4	A
2. Eureka Rd. / Taylor Rd./I-80 Eastbound Ramps	Signal	AM	24.7	C [1]	25.3	C [1]
		PM	**54.0**	**D**	**51.2**	**D**
3. Eureka Rd. / Rocky Ridge Dr.	Signal	AM	**40.7**	**D**	**42.5**	**D**
		PM	31.4	C	31.3	C
4. Lead Hill Blvd. / Rocky Ridge Dr.	Signal	AM	17.4	B	17.6	B
		PM	27.7	C	28.0	C
5. Lead Hill Blvd. / Eureka Rd.	Signal	AM	**36.6**	**D**	**37.1**	**D**
		PM	**40.9**	**D**	**41.5**	**D**
6. Douglas Blvd. / I-80 Westbound Ramps	Signal	AM	21.2	C	21.2	C
		PM	**42.0**	**D**	**44.5**	**D**
7. Douglas Blvd. / I-80 Eastbound Ramps	Signal	AM	6.4	A [1]	6.5	A [1]
		PM	9.1	A	9.7	A
8. Douglas Blvd. / Rocky Ridge Dr.	Signal	AM	22.5	C	22.6	C
		PM	**43.1**	**D**	**40.1**	**D**
9. Douglas Blvd. / Eureka Rd.	Signal	AM	**40.4**	**D**	**41.0**	**D**
		PM	**40.2**	**D**	**44.8**	**D**
10. Douglas Blvd. / E. Roseville Pkwy.	Signal	AM	**39.8**	**D**	**39.9**	**D**
		PM	**48.2**	**D**	**48.1**	**D**

Notes:

BOLD indicates LOS D or worse operations.

1. Intersection analyzed using the HCM 2000 methodology due to unique intersection configurations that are incompatible with the HCM 6th Edition and HCM 2010 methodology.

Source: Fehr & Peers, 2022.

Table ES-1 shows seven of the 10 study intersections currently operate at LOS D or worse. However, the Project does not cause any of the study intersections to degrade from the baseline conditions LOS. Therefore, the Project is not expected to have a substantial effect on traffic operations at signalized intersections in the study area.

Project Access and Circulation

This study evaluates the following with regards to Project access and circulation:

- Estimate maximum vehicle queue lengths for outbound movements at Campus driveways.
- Estimate maximum vehicle queue lengths for left-turn ingress movements at Campus driveways.
- Evaluate proposed Campus access changes on Lead Hill Boulevard.
- Review of internal Campus circulation.

The outbound queue analysis shows maximum vehicle queue lengths exceeding the Campus driveway throat depth at Driveways 2, 3, 4, and 6 under baseline plus project conditions. Recommendations are presented below to address these conditions.

The left-turn ingress queue analysis shows left-turn pockets on Rocky Ridge Drive, Eureka Road, and Lead Hill Boulevard provide adequate storage to accommodate the maximum vehicle queues.

Lead Hill Boulevard Evaluation

This study evaluates stopping sight distance for vehicles approaching the proposed westbound left-turn pocket on Lead Hill Boulevard at Driveway 6. This analysis shows that the proposed design provides adequate stopping sight distance per the AASHTO Green Book standards.

In addition to the stopping sight distance analysis, this study identifies a few recommended modifications to Lead Hill Boulevard to discourage inappropriate vehicle movements. **Figure 22** illustrates the recommended modifications to Lead Hill Boulevard.

Campus Circulation Evaluation

Figure 25 illustrates the recommended modifications to the Campus site plan to facilitate on-site vehicle and pedestrian circulation. These include:

- Relocate the northeast drive aisle opening to Parking Lot 5 further west.
- Move the crosswalk across the Loop Road and the associated sidewalk to the west side of Driveway 6.
- Add “Keep Clear” pavement marking and “Do Not Block Intersection” signage at the Driveway 6 / Loop Road intersection.
- Relocate the fence and restrict landscaping height along the Loop Road to the west of the new parking garage.

- Add “Do Not Block Intersection” sign to southbound approach of Loop Road at Driveway 3.
- Apply high visibility crosswalk marking across the drive aisles into and out of the proposed main hospital drop-off area.

1. Introduction

Purpose

This study analyzes the transportation impacts associated with the proposed Bed Tower Project (proposed Project) at the Kaiser Permanente Roseville Medical Center Campus (KPRMC or Campus). This report is intended as supplemental information to the *Draft Supplemental Environmental Impact Report for the Kaiser Permanente Roseville Medical Center Inpatient Bed Tower Project* (SEIR) (Dudek, July 2022). Specifically, this report documents the proposed Project's travel characteristics, traffic operations (i.e., level of service (LOS)) effects at nearby intersections, site access evaluation, and on-site circulation review.

Overview of Proposed Project

Project Location

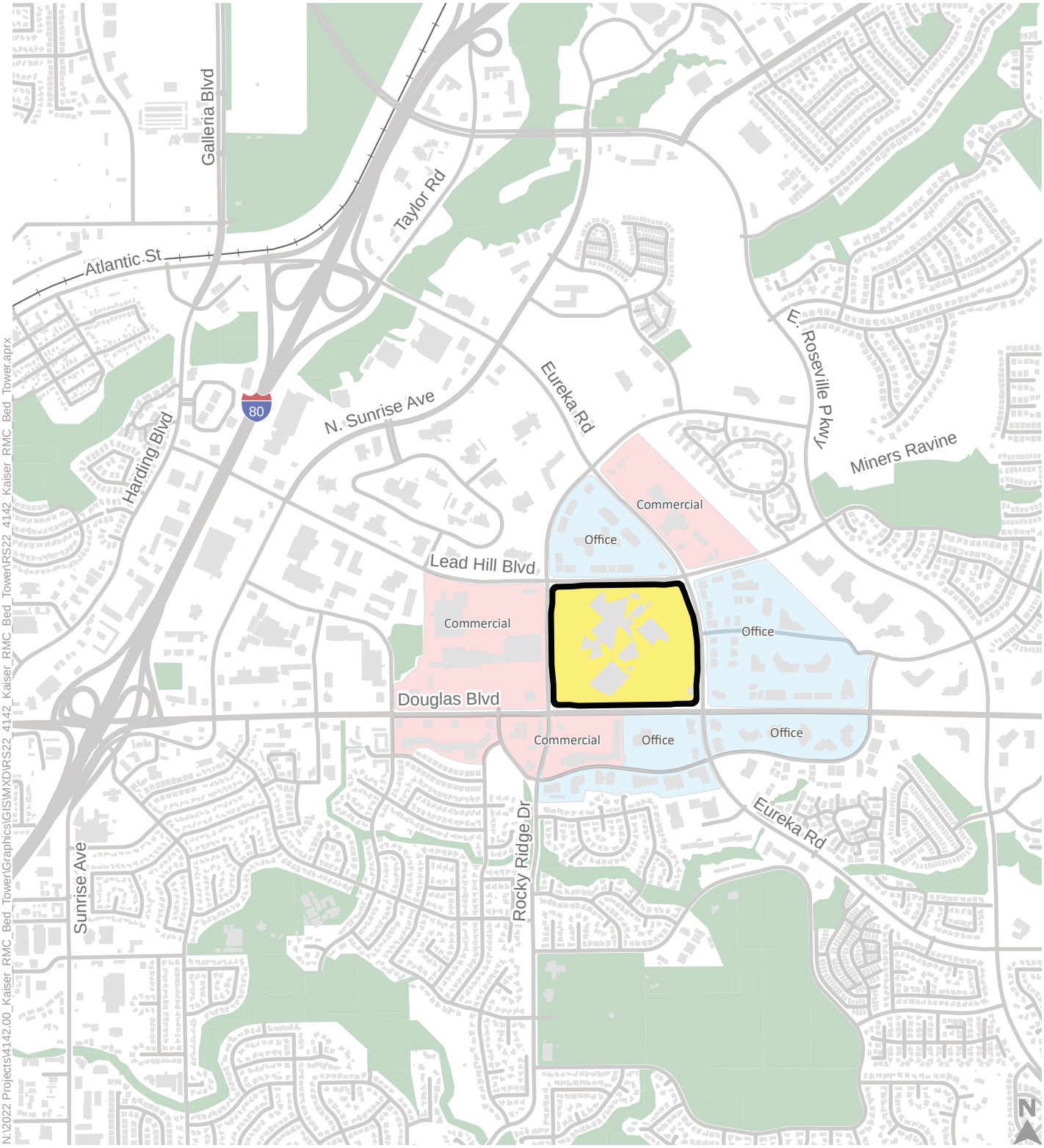
The proposed Project would be located on the KPRMC Campus at 1600 Eureka Road in Roseville, CA. **Figure 1** provides the general location of the 49-acre Campus within the broader study area. The Campus is bordered by Lead Hill Boulevard on the north, Douglas Boulevard on the south, Eureka Road on the east, and Rocky Ridge Drive on the west, as shown in **Figure 1**. Interstate 80 (I-80) is located about one mile west of the Project site. The Project site is included within the Northeast Roseville Specific Plan (NERSP) area. **Figure 1** shows the Campus is surrounded by commercial and office uses.

Existing KPRMC Campus

A detailed summary of the existing KPRMC Campus is presented in Chapter 2 (Baseline Conditions). **Figure 2** shows the existing KPRMC Campus site plan and the five existing access points from the surrounding roadway network. For purposes of this study, the five access points are referred to as follows:

- **Driveway 1**: On Lead Hill Boulevard roughly centered on the north side of the Campus.
- **Driveway 2**: On Lead Hill Boulevard about 275 feet west of Eureka Road.
- **Driveway 3**: On Eureka Road roughly centered on the east side of the Campus.
- **Driveway 4**: On Douglas Boulevard roughly centered on the south side of the Campus.
- **Driveway 5**: On Rocky Ridge Drive roughly centered on the west side of the Campus.

Figure 2 shows the permissible turning movements at each driveway. Driveway 1 has a sign stating "Ambulance Only" and has inbound arrow pavement markings indicating the driveway was intended for ambulance entry into the Campus. However, the traffic counts collected at this driveway indicate that non-emergency vehicles use this driveway for both ingress to and egress from the Campus. Since there are no physical impediments (i.e., raised median, diverter islands, etc.), **Figure 2** shows all movements (i.e., right-in, right-out, left-in, and left-out) as permissible.



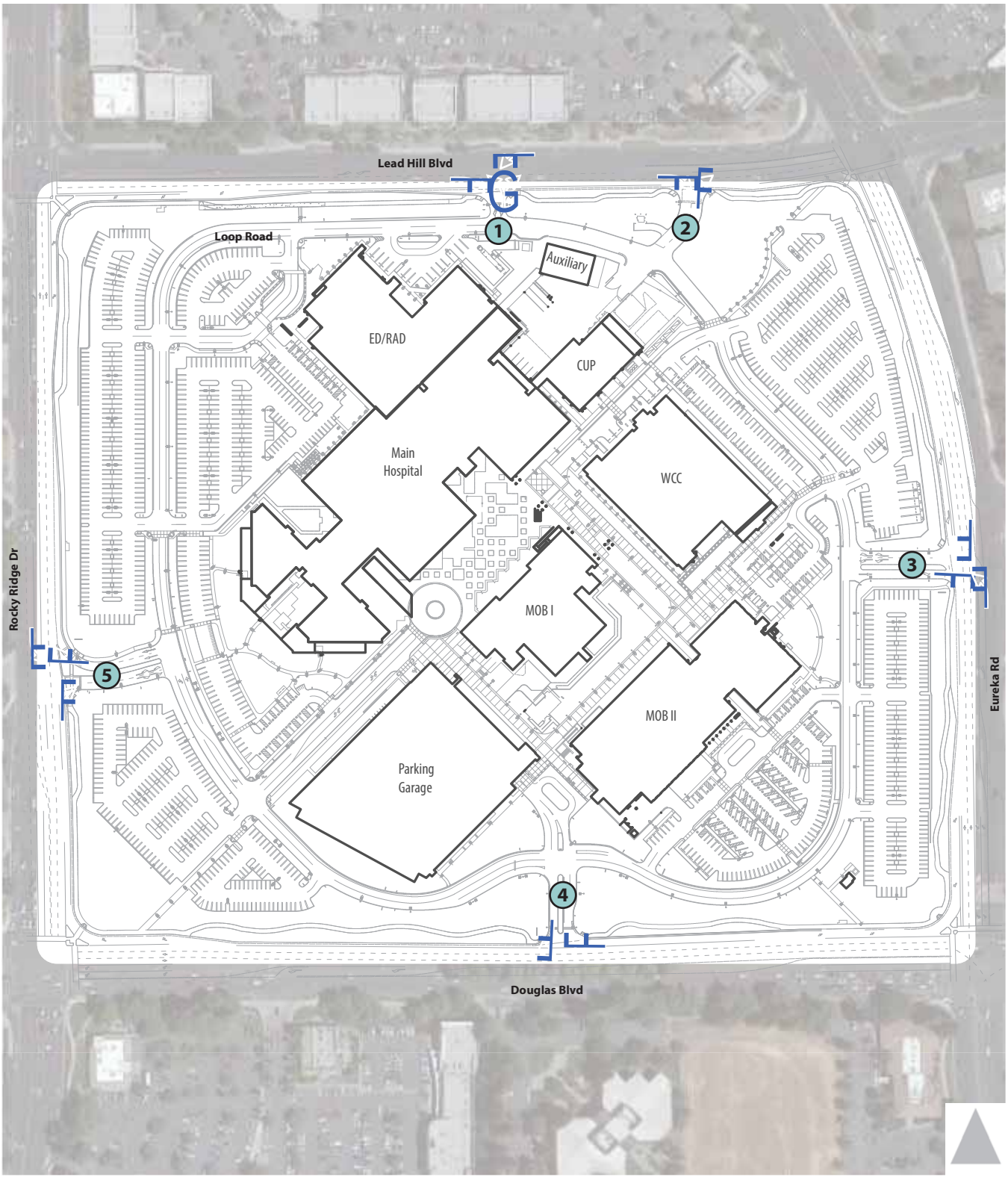
Kaiser Permanente Roseville Medical Center Campus

Professional Office

Commercial Retail

Figure 1

Project Location



Permitted Turning Movement

1 Existing Campus Driveway

Figure 2

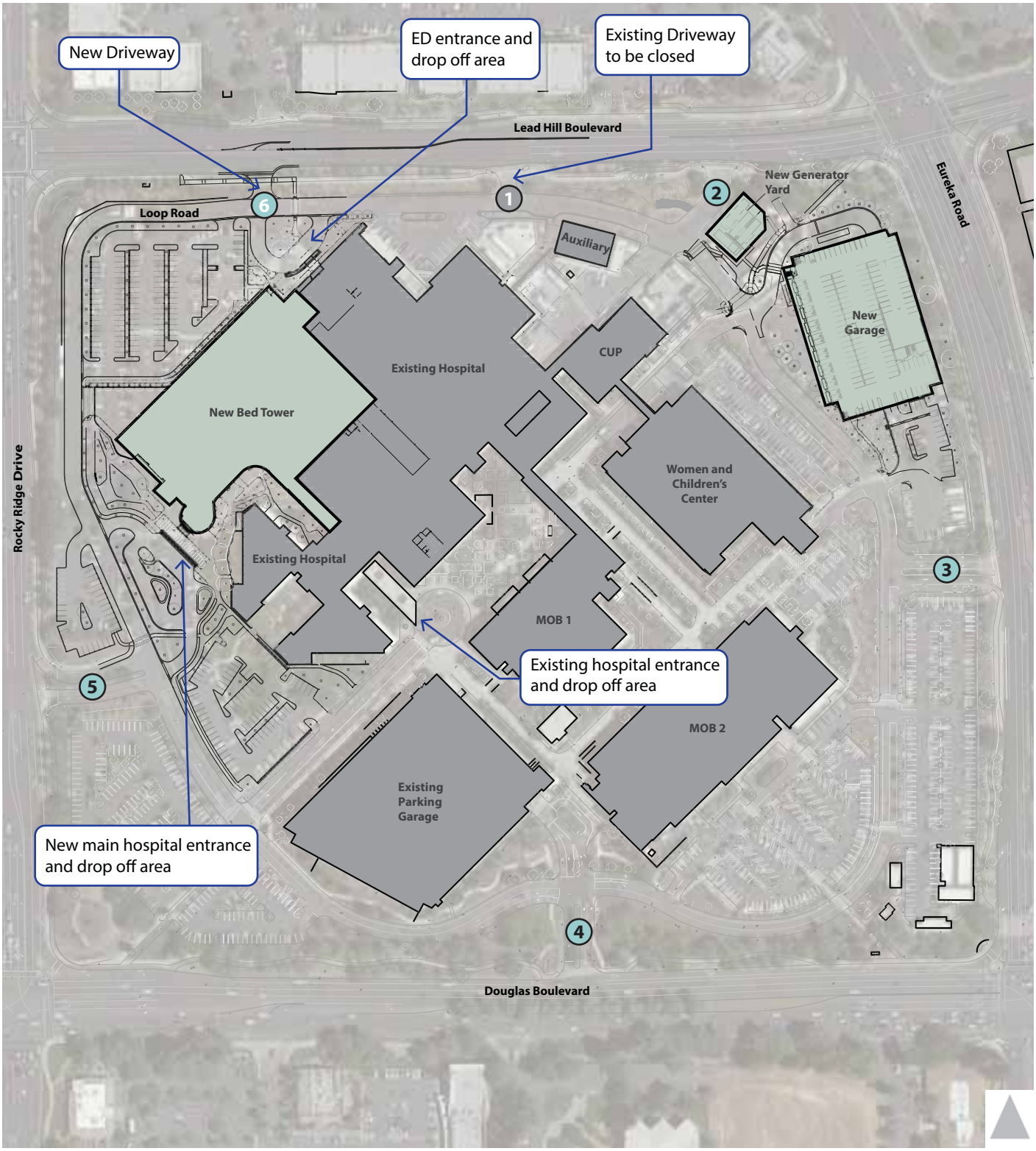
Existing KPRMC Campus

Project Land Use & Access

Figure 3 shows the KPRMC Campus site plan with the proposed Project additions and changes to the Campus access and circulation. The proposed Project would consist of:

- A 278,000 square-foot, six-story Bed Tower building consisting of 138 beds (108 medical beds, 30 Intensive Care Unit beds), six additional operating rooms, 36 additional Emergency Department treatment bays, and an in-patient pharmacy.
- A new four-level plus rooftop parking garage with approximately 800 parking stalls.
- Internal upgrades to the existing central utility plant (CUP) to support the new Bed Tower.
- A new generator yard built on a paved pad across from the existing CUP and adjacent to the new garage.
- A new main hospital entrance and drop off area.
- Shifting and extending the emergency department (ED) drop off area slightly east of its existing location to accommodate a reconfigured surface parking lot.
- Relocation of the internal Loop Road in the northwest quadrant of the Campus to accommodate the Bed Tower building and reconfiguration of surface parking lots.
- A new driveway (referred to as Driveway 6 in this study) on Lead Hill Boulevard about 400 feet west of Driveway 1 and 450 feet east of Rocky Ridge Drive near the ED drop off area.
- Closing Driveway 1 on Lead Hill Boulevard.

Figure 4 provides a side-by-side comparison of the existing KPRMC Campus site plan (i.e., **Figure 2**) with the proposed Campus site plan (i.e., **Figure 3**). **Figure 4** shows that the proposed Bed Tower building would be built adjacent to the existing hospital in the northwest portion of the Campus in an area currently developed with a surface parking lot (shown as Parking Lot 6 in **Figure 6**). The new parking garage would be built near the Women and Children's Center in the northeast portion of the Campus in an area currently developed with a surface parking lot (shown as Parking Lot 10 in **Figure 6**). The surface parking lots adjacent to the hospital in the northwest portion of the Campus would be reconfigured in response to the relocated Loop Road, new Bed Tower building, and to provide surface parking options near the new main hospital entrance and ED entrance.



Existing Building

New Building

1 Existing Campus Driveway

1 Closed Campus Driveway

1 New Campus Driveway

Figure 3

Proposed Project Site Plan

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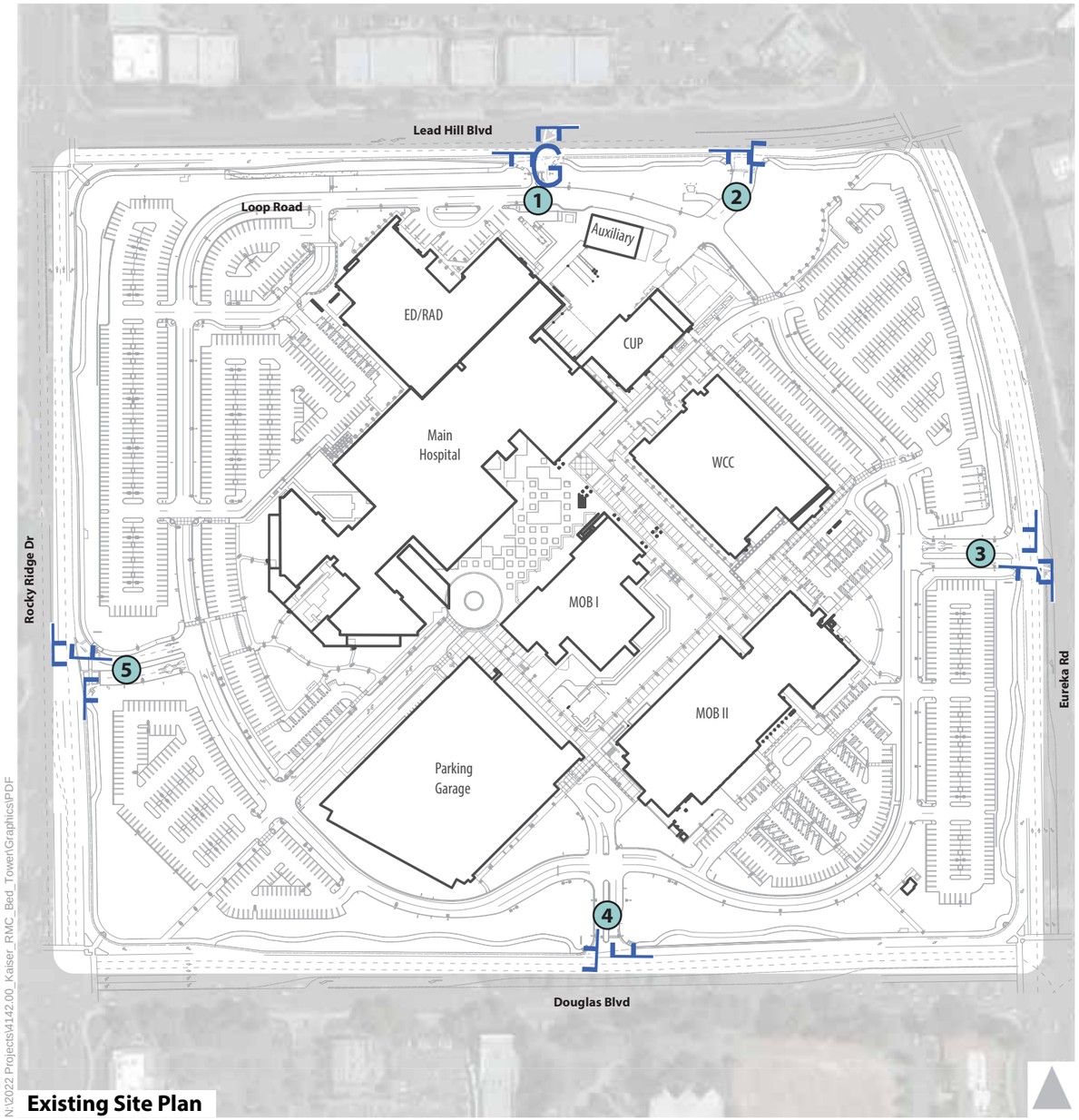
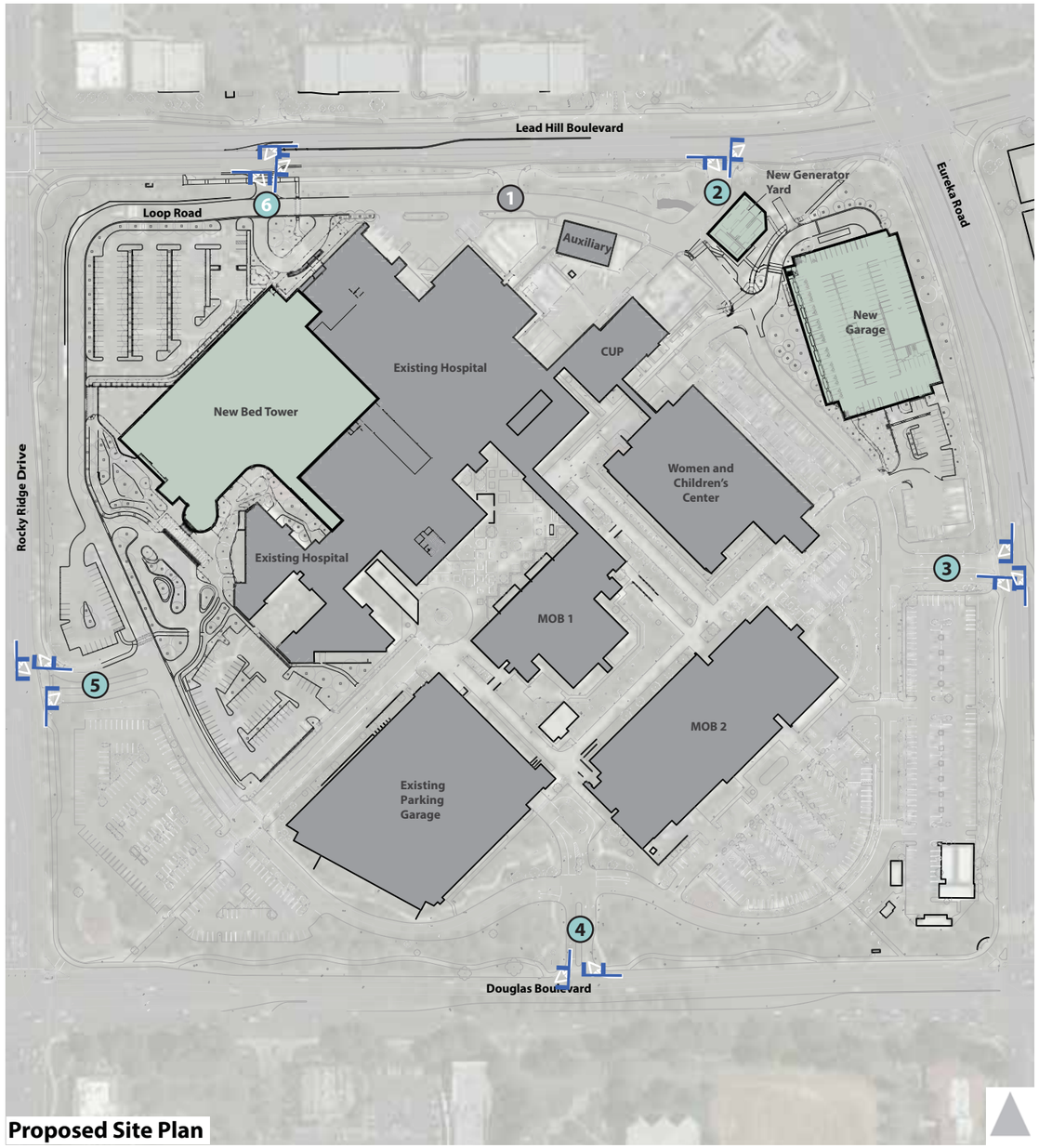


Existing Site Plan



Proposed Site Plan

Permitted Turning Movement

1 Existing Campus Driveway

1 Closed Campus Driveway

1 New Campus Driveway

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Figure 4

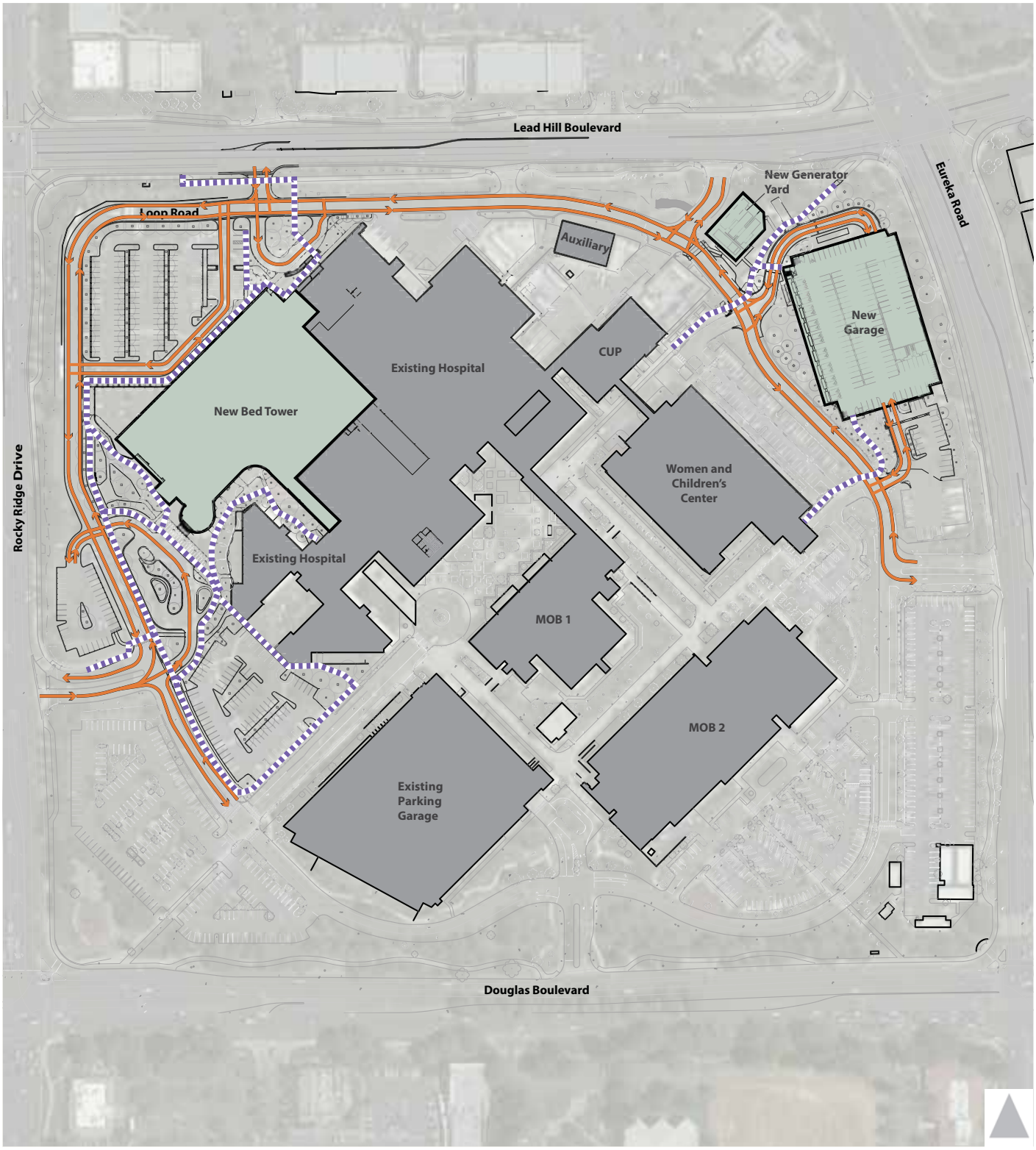
Proposed Project Changes to KPRMC Campus

Project Circulation

Figure 5 presents the vehicular and pedestrian circulation with the proposed Project. Driveway 5 on Rocky Ridge Drive would function as the main entry to the Campus, providing direct access to a new hospital drop off area fronting the new hospital entrance atrium and plaza. The existing main hospital entrance and drop off area would be repurposed as a secondary access.

The walkways in the northwest portion of the Campus would be reconfigured to accommodate the new Bed Tower building. These walkways would provide internal pedestrian circulation between the new hospital entrance and reconfigured surface parking lots to the north, west, and south of the new main hospital drop off. The walkways would also provide a continuous path along the north side of the Bed Tower building between the new main hospital entrance and ED entrance. A combination of new and existing pedestrian walkways would also connect the new main hospital drop off to Rocky Ridge Drive and the ED drop off to Lead Hill Boulevard.

Vehicular access to the new parking garage would primarily occur via Driveway 2 (on Lead Hill Boulevard) and Driveway 3 (on Eureka Road), which are directly north and south of the new parking garage, respectively.



Vehicle Circulation

Pedestrian Circulation

Figure 5

Project Vehicular & Pedestrian Circulation

2. Baseline Conditions

This chapter describes the environmental setting, which is the baseline scenario upon which Project-specific impacts are evaluated. The environmental setting for transportation includes baseline descriptions for roadway, bicycle, pedestrian, and transit facilities in the study area.

Generally, the baseline for this study represents transportation conditions in February 2022 when the notice of preparation (NOP) was released. In some cases, traffic data collected in May 2019 and February 2020 is used to represent baseline traffic levels. Traffic data from the City of Roseville traffic volume database indicate that traffic volumes in the study area were about seven to 14 percent lower in February 2022 than May 2019. The lower traffic volumes in February 2022 indicate that the traffic levels in the study area have not quite fully recovered from the effects of the novel coronavirus (COVID-19) pandemic. As shown in **Figure 1**, the area surrounding the KPRMC Campus has many professional office buildings. In February 2022, workers employed by these businesses may have chosen (or were required) to work remotely. Traffic volumes may rise as more workers resume their conventional commute travel and the public engages more frequently in in-person activities. Therefore, the analysis presented in this report uses the higher May 2019 and February 2020 traffic data to represent baseline conditions, where noted.

Existing KPRMC Campus

The KPRMC Campus is currently developed with seven buildings roughly totaling 1.5 million gross square feet inclusive of the parking garage and support buildings, as shown in **Table 1**.

Table 1: KPRMC Campus – Existing Building Gross Floor Area by Land Use

Land Use	Building	Floor Area
Hospital	Existing Main Hospital	350,579 BGSF
	Women & Children's Center	194,995 BGSF
	Hospital Sub-Total	*545,574 BGSF*
Medical Office	Medical Office Building 1	110,282 BGSF
	Medical Office Building 2	272,406 BGSF
	Medical Office Sub-Total	*382,688 BGSF*
	Hospital + Medical Office Sub-Total	***928,262 BGSF***
Support/Other Non-Medical Service	Douglas Parking Garage	563,577 BGSF
	Auxiliary Building	4,970 BGSF
	Fire Pump Building	392 BGSF
	Support/Non-Medical Sub-Total	*568,257 BGSF*
	Total KPRMC Campus	**1,497,201 BGSF**

Notes: BGSF = building gross square feet

Source: Kaiser Permanente, 2022.

Table 1 shows of the roughly 1.5 million square feet, approximately 928,000 square feet are hospital and medical office space. All existing hospital and medical office building space is currently occupied.

Campus Baseline Parking Inventory

Figure 6 shows the Campus had 3,077 parking stalls during a parking inventory taken in May 2019. Approximately half are in the Douglas parking garage on the south portion of the campus, with the remaining in surface parking lots mostly along the western and eastern portions of the Campus. As of February 2022, approximately 25 parking stalls in Lot 6B were temporarily occupied by screening tents due to the ongoing COVID-19 pandemic, including 14 ADA accessible stalls. To address this reduction in ADA accessible parking, 12 parking stalls in Lot 5 were converted to ADA accessible parking stalls.

Campus Baseline Trip Generation

Traffic counts at the Campus driveways were collected on May 14-15, 2019. **Figure 7** shows the baseline AM and PM peak hour volumes at the five campus driveways based on these 2019 traffic counts. **Table 2** presents the baseline KPRMC's vehicle trip generation per the May 2019 traffic counts.

Table 2: Baseline Trip Generation (2019) – KPRMC Campus

Time Period	Land Use[1]	Observed Trip Generation[2]			Trip Generation Rate[3]		
		Total	In	Out	Total	In	Out
Daily	928.3 KSF	19,898	9,949	9,949	21.44	50%	50%
Weekday Morning Peak Hour (7:45 AM to 8:45 AM)		1,487	1,239	248	1.60	83%	17%
Weekday Evening Peak Hour (4:30 PM to 5:30 PM)		1,593	365	1,228	1.72	23%	77%

Notes:
KSF = thousand square feet
1. Land Use is the baseline occupied square footage of hospital and medical office on the KPRMC campus (see Table 1).
2. Observed trip generation is the average of traffic counts collected at all Campus driveways on May 14-15, 2019.
3. Trip generation rate is calculated by dividing the observed trip generation by the occupied floor area (i.e., trips per KSF).
Source: Fehr & Peers, 2022.

As shown in **Table 2**, the KPRMC Campus generated approximately 19,900 vehicle trips per day, with approximately 1,500 vehicle trips occurring during the weekday AM peak hour (7:45 to 8:45 AM) and 1,600 vehicle trips occurring the weekday PM peak hour (4:30 to 5:30 PM) under baseline (2019) conditions. This is based on the average of the two days of traffic counts collected on May 14-15, 2019, and represents traffic levels reflecting the operating conditions of the KPRMC Campus during the May 2019 data collection period.

Parking Location	Parking Inventory by Space Type						
	General	ADA	Employee	Short-Term	Motorcycle	Other[1]	Total
1	58	45	0	20	0	0	123
2A	75	0	0	0	0	0	75
2B	83	0	0	0	0	0	83
3	69	18	0	0	5	0	92
4A	0	0	156	0	0	0	156
4B	0	0	69	0	0	0	69
5	54	0	0	0	0	0	54
6A	109	0	5	0	0	0	114
6B	66	14	0	0	0	3	83
7A	0	0	59	0	0	0	59
7B	0	0	142	0	0	0	142
7C	0	0	71	0	0	0	71
8	6	15	0	5	4	1	31
9	55	4	0	0	0	0	59
10	109	0	160	0	11	5	285
DG 1	161	0	60	0	0	10	231
DG 2	171	14	86	0	0	1	272
DG 3	153	14	85	0	4	7	263
DG 4	158	15	105	0	0	0	278
DG 5	152	15	94	0	0	0	261
DG 6	146	0	91	0	0	0	237
J	0	0	0	0	0	15	15
T	0	1	23	0	0	0	24
Total	**1,625**	**155**	**1,206**	**25**	**24**	**42**	**3,077**

Notes:
1. Other parking includes spaces designated for electric vehicles, recreational vehicles, patient drop-off, ambulances, and spaces restricted for specific vehicles/personnel (e.g., security, maintenance, etc.).

Based on parking inventory taken in May 2019.

As of February 2022, approximately 25 stalls in Lot 6B were temporarily occupied by screening tents for COVID-19, including the 14 ADA accessible stalls. As a result, 12 general parking stalls in Lot 5 were converted to ADA accessible parking stalls.

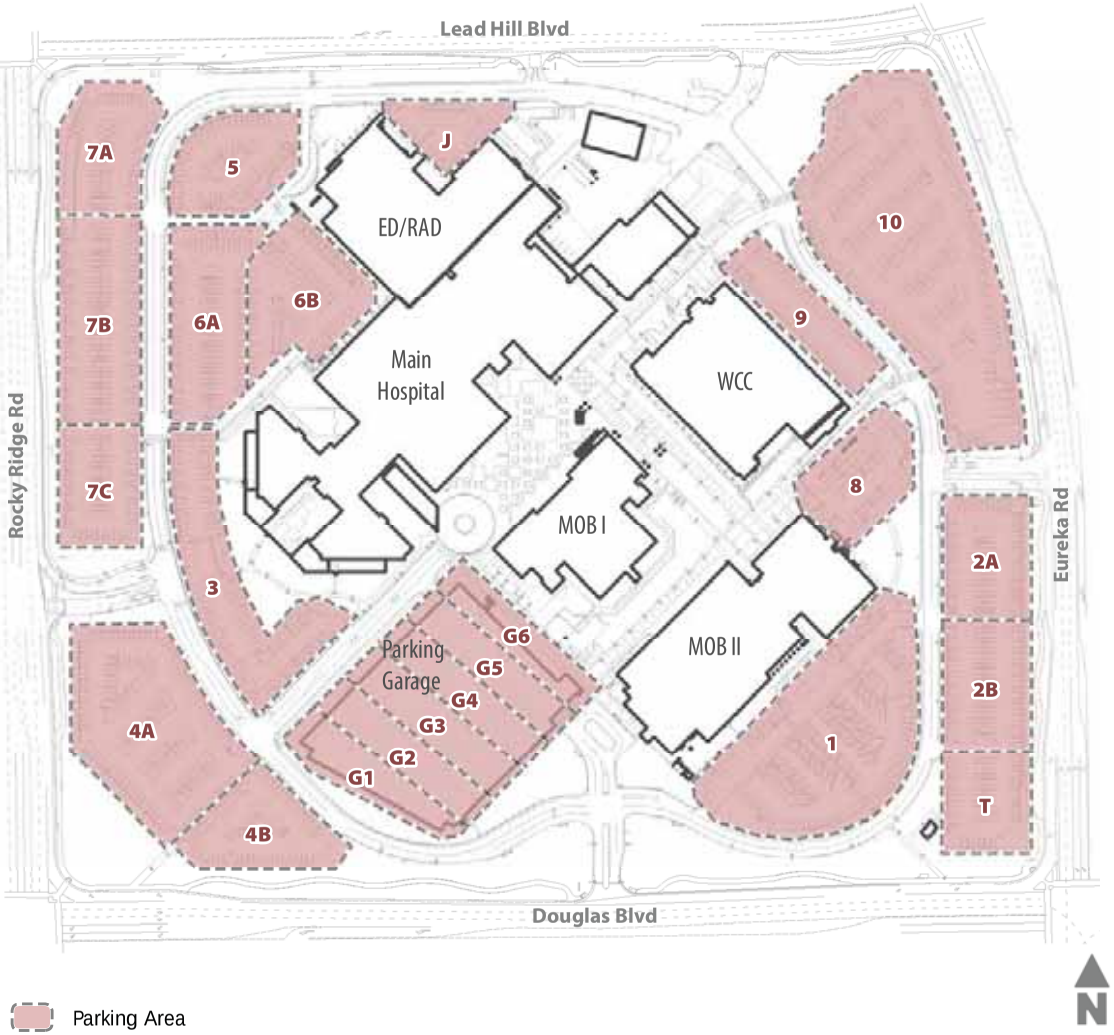
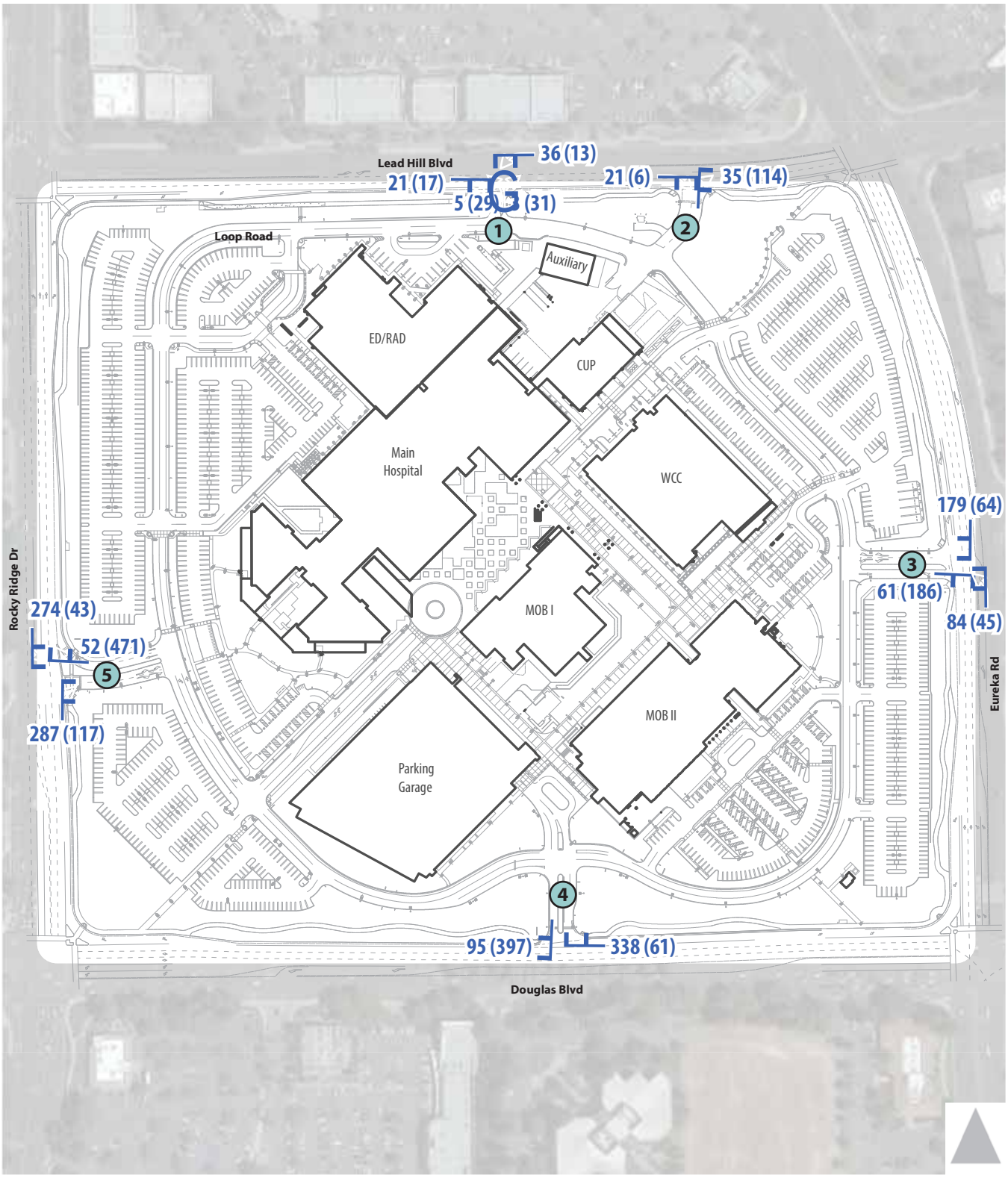


Figure 6

KPRMC Campus - Baseline (2019) Parking Inventory



Permitted Turning Movement

AM (PM) Traffic Volume

1 Existing Campus Driveway

Figure 7

KPRMC Campus - Baseline (2019)
AM & PM Peak Hour Driveway Volumes

The KPRMC Campus consists of both hospital and medical office buildings. These two uses generate vehicle trips at different rates (i.e., medical office space generates more vehicle trips per thousand square feet of floor area compared to hospital space). Therefore, this analysis uses the observed baseline trip generation shown in **Table 2**, the mix of hospital and medical office space, and weighted average trip generation rates contained in the *Trip Generation Manual, 11th Edition* (Institute of Transportation Engineers (ITE), 2021) to develop calibrated vehicle trip generation rates specific to the KPRMC Campus. **Table 3** presents these calibrated hospital and medical office vehicle trip generation rates. **Appendix A** provides the detailed calculation of these calibrated vehicle trip generation rates.

Table 3: KPRMC Campus Trip Generation Rates

Land Use	Daily	AM Peak Hour			PM Peak Hour		
		Total	In	Out	Total	In	Out
Hospital	11.86	0.83	74%	26%	0.88	30%	70%
Medical Office	35.09	2.71	87%	13%	2.91	20%	80%

Notes:

Trip generation rates are presented in vehicle trips per thousand square feet (KSF).

Trip generation rates are calculated using the campus's observed trip generation shown in Table 2, the existing mix of hospital and medical office space, and weighted average trip generation rates contained in the *Trip Generation Manual, 11th Edition* (Institute of Transportation Engineers (ITE) 2021).

Source: Fehr & Peers, 2022.

These trip generation rates represent the travel behavior reflecting the operating conditions of the KPRMC during May 2019. Since these trip generation rates represent pre-COVID-19 pandemic travel behavior, actual trip generation rates of the Campus could be lower or higher in the future depending on what aspects of pandemic travel behavior remain long-term.

Roadway System

Figure 8 illustrates the existing roadway network in the study area including the roadway classifications, number of travel lanes, and posted speed limits. The following key roadways serve the Project site:

- **Douglas Boulevard** is an east-west major arterial connecting the City of Roseville and unincorporated community of Granite Bay. It extends from Vernon Street in Downtown Roseville on the west to the Folsom Lake State Park – Granite Bay Entrance on the east. Douglas Boulevard provides access to I-80 via an interchange about one mile west of the KPRMC Campus. East of I-80, Douglas Boulevard features three travel lanes in each direction, generally divided by a raised median. It has posted speed limits that range from 35 to 45 miles per hour (MPH) in the study area.
- **Eureka Road** is a major arterial connecting the City of Roseville and unincorporated community of Granite Bay. It begins at the I-80 / Eureka Road/Atlantic Street interchange, which is about one

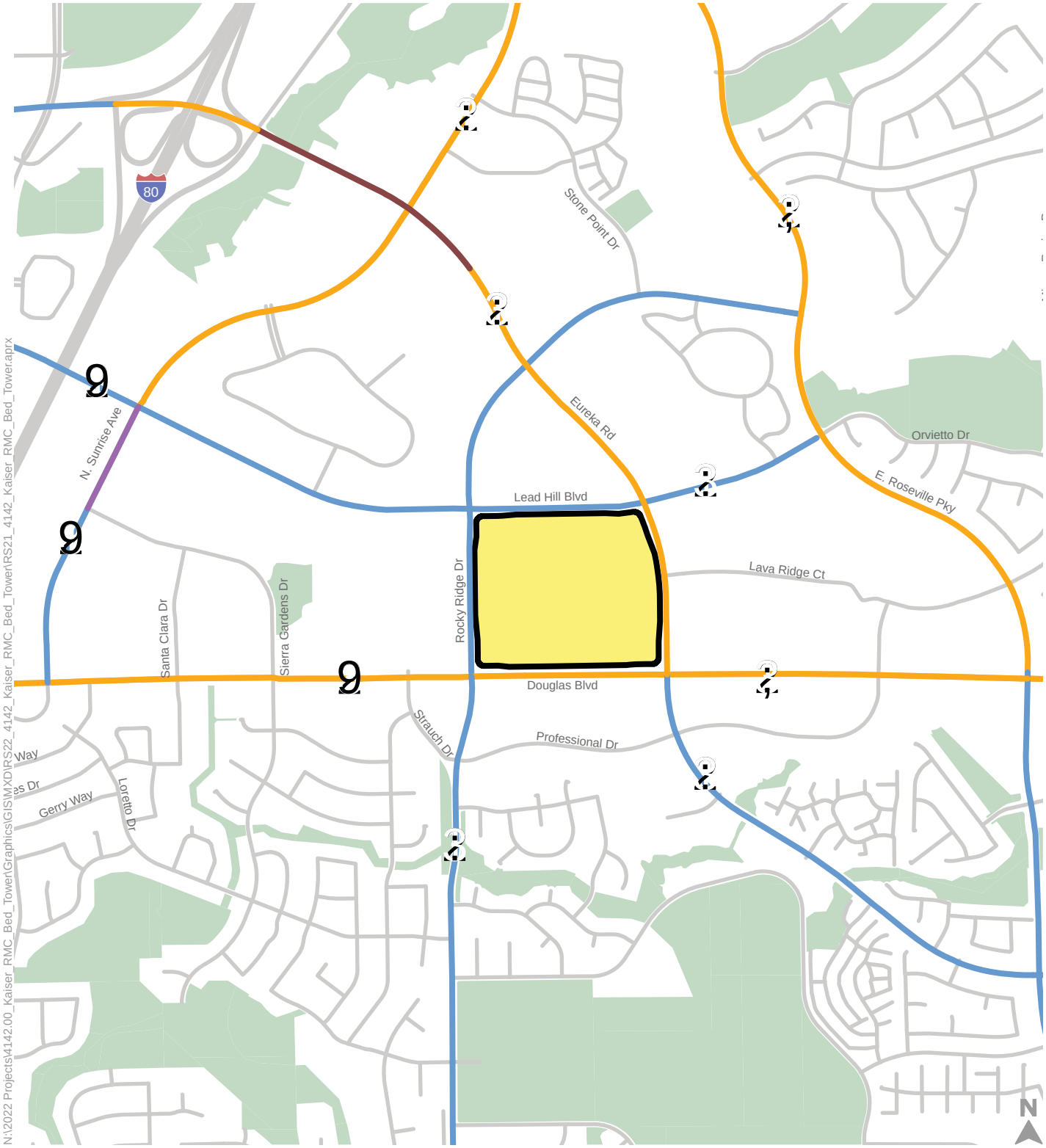
mile northwest of the Campus, and extends easterly about 5.5 miles to Auburn Folsom Road in Granite Bay. Adjacent to the Campus, Eureka Road features three travel lanes in each direction divided by a raised landscaped median with a posted speed limit of 40 MPH.

- **Rocky Ridge Drive** is a minor north-south arterial that extends from Cirby Way northerly to East Roseville Parkway. The roadway is about two miles long and features two travel lanes in each direction generally separated by a striped center two-way left-turn lane with a posted speed limit of 40 MPH.
- **Lead Hill Boulevard** is a minor east-west arterial that extends from Harding Boulevard easterly to East Roseville Parkway. The roadway is about 1.5 miles in length and features two travel lanes in each direction generally separated by a striped center two-way left-turn lane with a posted speed limit of 40 MPH.

Baseline Traffic Volumes

As described above, this study conservatively presents pre-pandemic traffic count data to represent baseline vehicle traffic conditions. **Figure 9** presents the baseline (May 2019) daily traffic volumes on major roadways in the study area. This is presented for informational purposes only and is not used for roadway capacity or LOS analysis.

Refer to Chapter 6 (Traffic Operations Analysis) for an analysis of the baseline peak hour traffic operations (i.e., LOS) of key intersections in the study area.



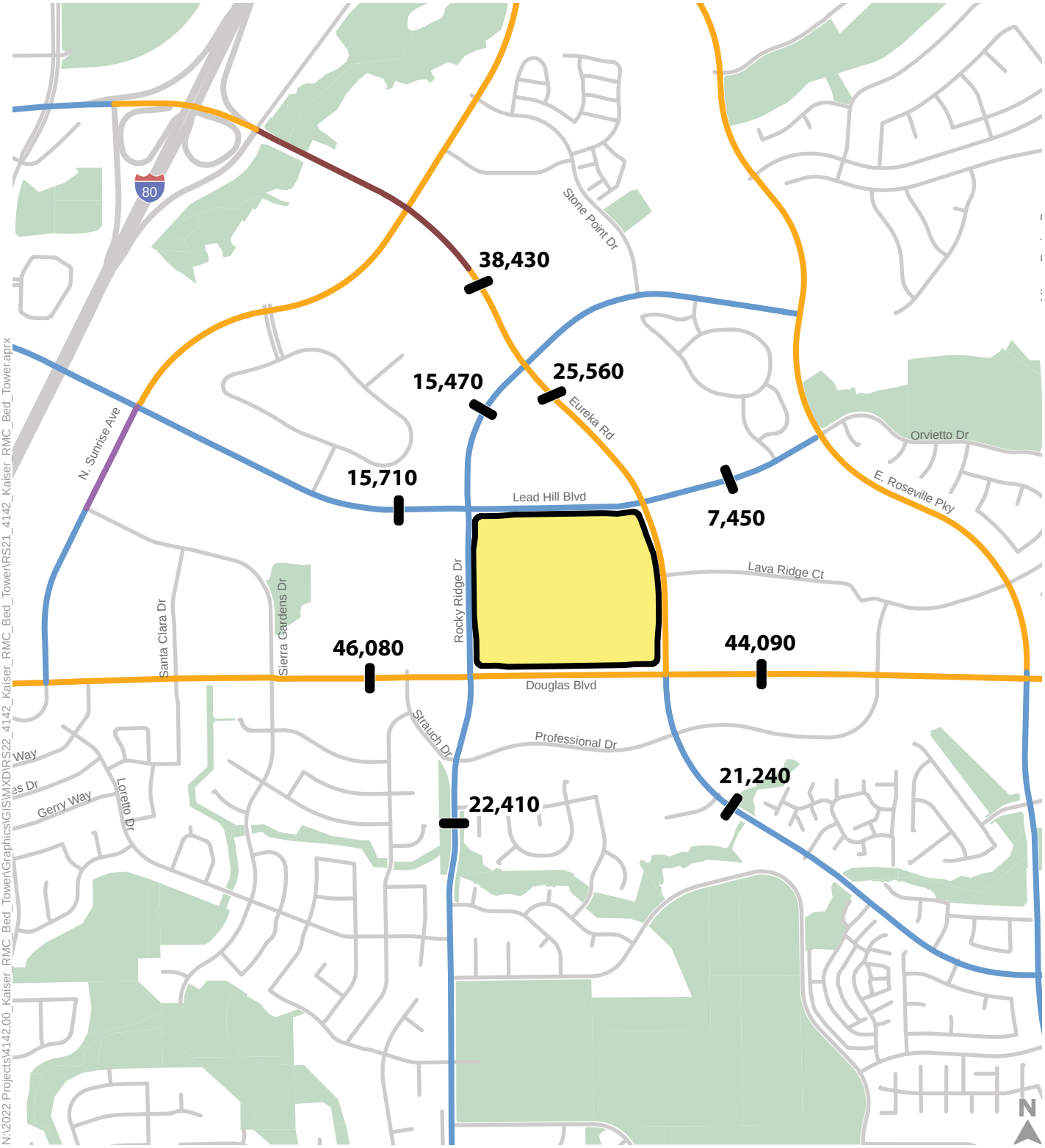
Kaiser Permanente Roseville Medical Center Campus

Roadway Classifications (Number of Lanes)

- Major Arterial (6 lanes)
- Major Arterial (7 lanes)
- Minor Arterial (4 lanes)
- Minor Arterial (5 lanes)

Figure 8

Existing Roadway Network



Kaiser Permanente Roseville Medical Center Campus

X,XXX Baseline (2019) Daily Traffic Volumes

Roadway Classifications (Number of Lanes)

- Major Arterial (6 lanes)
- Major Arterial (7 lanes)
- Minor Arterial (4 lanes)
- Minor Arterial (5 lanes)

Figure 9

Baseline (2019) Daily Traffic Volumes

Transit System

Roseville Transit provides fixed-route local and commuter bus service, public dial-a-ride demand-response bus service, and Americans with Disabilities Act (ADA) paratransit service in the City of Roseville. **Figure 10** shows the local fixed-route transit service in the immediate study area. Route L serves bus stops along the east, west, and south perimeters of the Campus, and operates Monday through Saturday on one-hour headways. Routes C and F serve bus stops that are a quarter mile walk from the southwest corner of the Campus. Routes C, F, and L have very low ridership according to the *City of Roseville Short-Range Transit Plan* (SRTP).

The Sierra Gardens Transfer Point is about a half-mile west of the KPRMC Campus, and serves Routes A, B, C, E, F, and L. The Sierra Gardens Transfer Point provides connections to multiple transit routes, which provide transit riders with access to multiple destinations in the city.

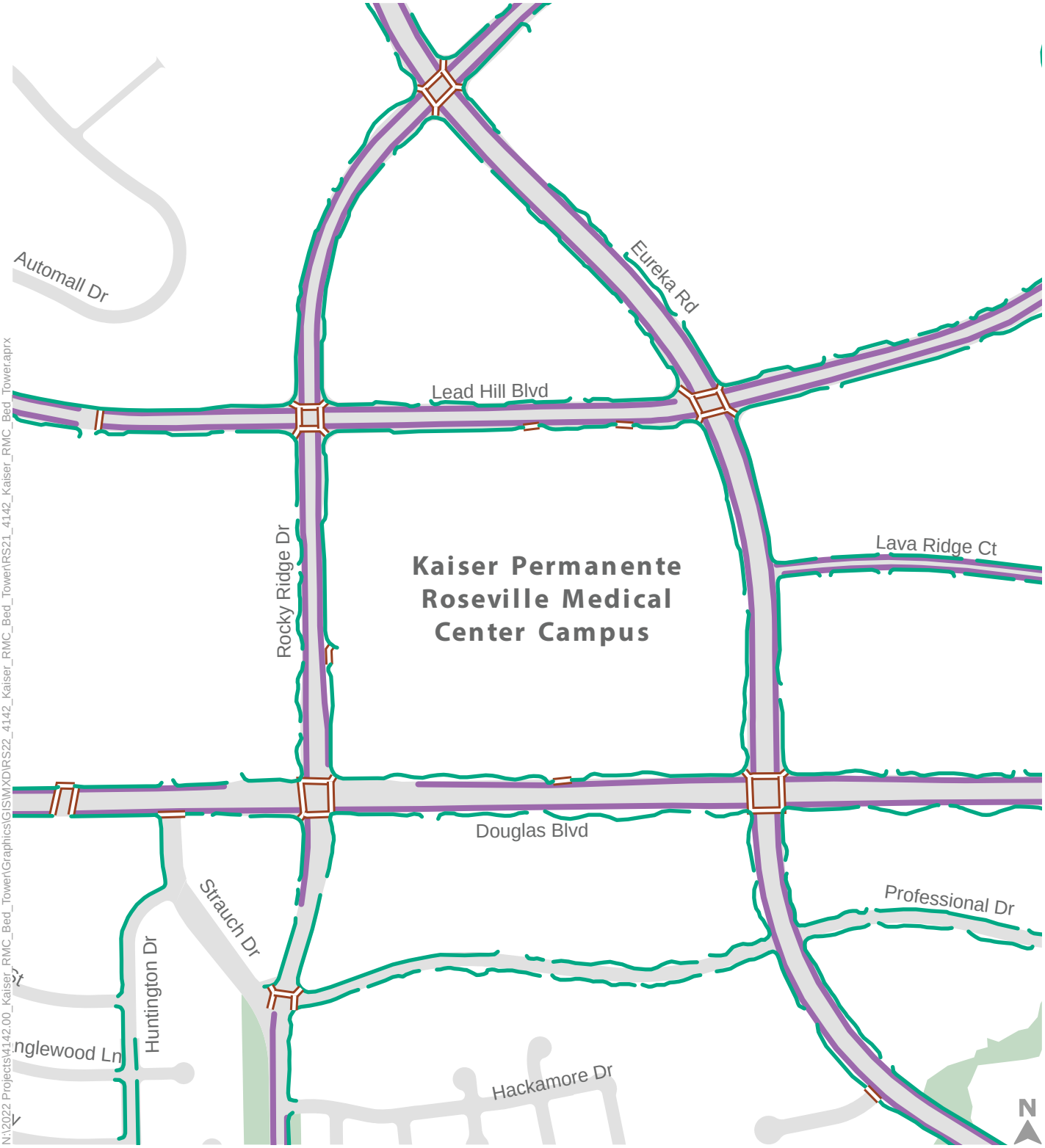
In addition to the transit facilities and services described above, there is an existing bus stop shelter on the south side of Lead Hill Boulevard about 200 feet east of the Rocky Ridge Drive near the northwest corner of the Campus. This bus shelter is not currently served by any fixed-route transit service. Similarly, an existing bus shelter pad (i.e., concrete pad without a bus shelter or signed bus stop) is located on the east side of Rocky Ridge Drive about 200 feet north of Driveway 5. This pad is not currently served by any fixed-route transit service.

South Placer Express/Rapid Link

Roseville Transit, working closely with the Placer County Transportation Planning Agency, Placer County, and the City of Lincoln has identified an opportunity to provide fixed-route bus service between downtown Lincoln, the Westfield Galleria at Roseville, Sutter Roseville Medical Center, KPRMC, and the Sacramento Regional Transit (SacRT) Watt/I-80 light rail station. This new regional service, called the South Placer Express in grant applications and branded as “Rapid Link” by Roseville Transit, will provide service with 30-minute headways from approximately 6:00 AM to 9:00 PM on weekdays. The route is scheduled to begin in 2023 as a three-year pilot program and includes the purchase of five grant funded electric buses. The schedule will be structured to provide transfer opportunities to Placer County Transit at the Westfield Galleria transit center and to SacRT light rail service at the Watt/I-80 light rail station.

The planned Rapid Link bus service would serve the KPRMC via an existing bus stop on westbound Douglas Boulevard west of Eureka Road and a new bus stop at the existing bus shelter pad on northbound Rocky Ridge Drive north of Driveway 5. Southbound buses from the Westfield Galleria and Sutter Roseville Medical Center would use the Douglas Boulevard stop while northbound buses from the Watt/I-80 light rail station would use the Rocky Ridge Drive stop.[1]

[1] Information on Rapid Link provided by City of Roseville. Scofield, Ed. Email to Rob Hananouchi. June 2022.



Pedestrian Facilities
- Sidewalk
- Crosswalk

Bicycle Facilities
- Class II Bike Lane

Figure 10

Existing Bicycle and Pedestrian Network

Bicycle Facilities

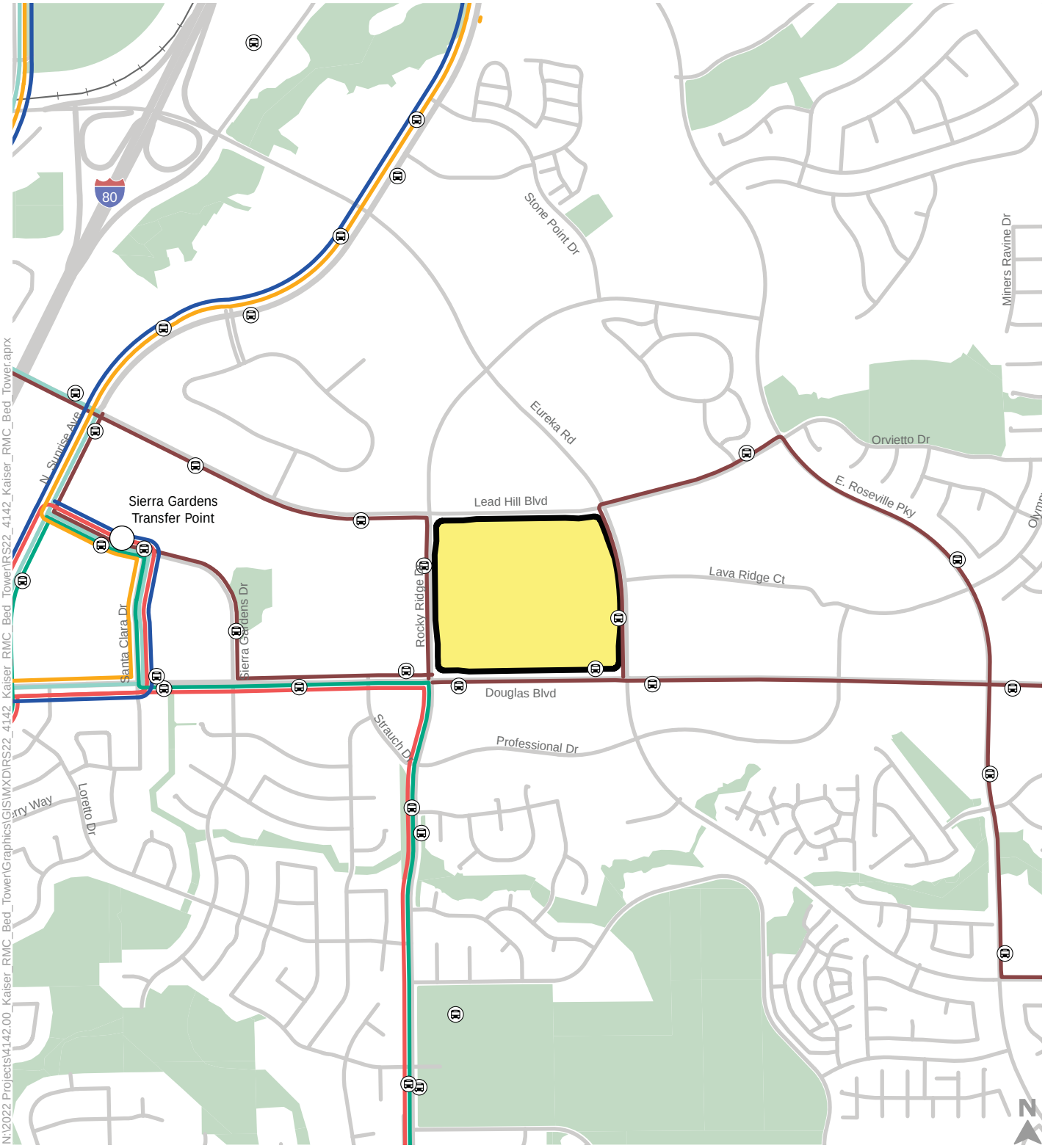
Bicycle facilities are typically categorized in the following classifications:

- **Class I Multi-Use Off-Street Paths** (also known as shared-use paths) are paved trails that are separated from roadways and allow for shared use by both cyclists and pedestrians.
- **Class II On-Street Bike Lanes** are designated for use by bicycles by striping, pavement legends, and signs.
- **Class III On-Street Bike Routes** are designated by signage for shared bicycle use with vehicles but do not necessarily include any additional pavement width for bicyclists.
- **Class IV Separated Bikeways** (also known as protected bikeways or cycle tracks) are separated bikeways improve upon buffered bike lanes by providing vertical separation between bike lanes and the adjacent travel lanes. Vertical separation can be provided with concrete curb and gutter, bollards or on-street parking.

Figure 11 displays the existing bicycle facilities located near the Project site. Class II bike lane facilities are present in both directions on all the arterial roadways in the Project vicinity. Rocky Ridge Drive, Lead Hill Boulevard, Eureka Road, Douglas Boulevard, and East Roseville Parkway all have Class II bike lanes, which provide bikeway connections to the immediate surrounding area. The Miners Ravine trail, a class I shared-use path, is located about one-half mile east of the Campus via Lead Hill Boulevard and provides connections to downtown Roseville, east Roseville, and Granite Bay.

Pedestrian Facilities

Figure 11 displays the existing pedestrian sidewalk facilities and marked crosswalks at major intersections near the Project site. As shown, sidewalks surround the entire perimeter of the Campus and include connections to an internal network of pedestrian walkways on the Campus. This existing pedestrian system provides access routes between KPRMC buildings and transit stops located along the perimeter of the Campus. Signalized intersections in the study area generally include marked crosswalks across most legs of the intersection with push-button and pedestrian signal heads to facilitate pedestrian crossings.



Kaiser Permanente Roseville Medical Center Campus

Bus Stop

City of Roseville Transit Routes

- Route A
- Route B
- Route C
- Route F
- Route E
- Route L

Figure 11

Existing Transit Network

3. Regulatory Setting

Existing transportation policies, laws, and regulations that would apply to the Project are summarized below. This information provides a context for the impact discussion related to the Project's consistency with applicable regulatory conditions and development of significance criteria (presented in Chapter 5) for evaluating Project impacts.

State

The State of California has enacted several pieces of legislation that outline the state's commitment to encourage land use and transportation planning decisions and investments that reduce vehicle miles traveled (VMT) and contribute to reductions in greenhouse gas (GHG) emissions in line with state climate goals. The legislation with applicability to the analysis of the Project includes senate bill (SB) 743.

Senate Bill 743

SB 743, passed in 2013, required the California Governor's Office of Planning and Research (OPR) to amend the CEQA guidelines to establish new metrics for determining the significance of transportation impacts. Enacted as part of SB 743 (2013), Public Resources Code (PRC) section 21099, subdivision (b)(1), directed the OPR to prepare, develop, and transmit to the Secretary of the Natural Resources Agency for certification and adoption proposed CEQA Guidelines addressing "criteria for determining the significance of transportation impacts of projects within transit priority areas. Those criteria shall promote the reduction of greenhouse gas emissions, the development of multimodal transportation networks, and a diversity of land uses. In developing the criteria, [OPR] shall recommend potential metrics to measure transportation impacts that may include, but are not limited to, vehicle miles traveled, vehicle miles traveled per capita, automobile trip generation rates, or automobile trips generated."

Subdivision (b)(2) of PRC section 21099 further provides that "[u]pon certification of the guidelines by the Secretary of the Natural Resources Agency pursuant to this section, automobile delay, as described solely by level of service or similar measures of vehicular capacity or traffic congestion shall not be considered a significant impact on the environment pursuant to [CEQA], except in locations specifically identified in the guidelines, if any."

OPR published its proposal for the comprehensive updates to the CEQA Guidelines in November 2017 which included proposed updates related to analyzing transportation impacts pursuant to SB 743. The updated CEQA Guidelines were adopted on December 28, 2018; and according to the new CEQA Guidelines Section 15064.3, VMT replaced congestion as the metric for determining transportation impacts. The guidelines state that "lead agencies may elect to be governed by these provisions of this section immediately. Beginning July 1, 2020, the provisions of this section shall apply statewide."

To provide guidance to agencies implementing the new CEQA requirements, OPR published the *Technical Advisory on Evaluating Transportation Impacts in CEQA* (Technical Advisory) in December 2018. The Technical Advisory describes considerations agencies may use in selecting VMT metrics, calculation methodologies, and significance thresholds. The Technical Advisory does not mandate the use of specific metrics, methodologies, or significance thresholds, because lead agencies have discretion to select those that are appropriate for the local land use and transportation context.

California Department of Transportation

The California Department of Transportation (Caltrans) is responsible for planning, designing, constructing, operating, and maintaining the State Highway System (SHS). Within the study area, the SHS consists of I-80 and SR 65. Federal highway standards are implemented in California by Caltrans. Any improvements or modifications to the SHS would need to be approved by Caltrans. As part of its responsibilities, Caltrans reviews local development projects subject to CEQA to assess potential impacts on the SHS based on the following technical guidance.

- *Vehicle Miles Traveled-Focused Transportation Impact Study Guide* (VMT TISG)
- *Traffic Safety Bulletin 20-02-R1: Interim Local Development Intergovernmental Review Safety Review Practitioners Guidance* (Caltrans Safety Impact Guidance)

VMT-Focused Transportation Impact Study Guide

On May 20, 2020, Caltrans adopted the *VMT-Focused Transportation Impact Study Guide* (TISG) (Caltrans 2020a). The TISG provides guidance on how Caltrans will review land use projects, with focus on VMT analysis and supporting state land use goals, state planning priorities, and GHG emission reduction goals; as well as identifying land use projects' possible transportation impacts to the SHS and potential non-capacity increasing mitigation measures.

The TISG emphasizes that VMT analysis is Caltrans' primary review focus and references the OPR Technical Advisory as a basis for the guidance in the TISG. Notably, the TISG recommends the use of the recommended thresholds in the Technical Advisory for land use projects. The TISG also references the Technical Advisory for screening thresholds that would identify projects and areas presumed to have a less-than-significant transportation impact. Caltrans supports streamlining for projects that meet these screening thresholds because they help achieve VMT reduction and mode shift goals.

Caltrans Safety Impact Guidance

In December 2020, Caltrans released the *Interim Land Development and Intergovernmental Review Safety Review Practitioners Guidance* (Caltrans 2020b). The Caltrans Safety Impact Guidance provides technical instructions on how to evaluate potential safety impacts on the SHS. This guidance largely focuses on the actions of Caltrans district staff in performing the analysis and providing relevant impact information to lead agencies. The interim guidance recommends that safety analyses include a review of three primary elements related to transportation safety—design standard compliance, collision history, and collision risk

(consistent with the Federal Highway Administration's Systemic Approach to Safety). The interim guidance does not establish specific analysis methods or significance thresholds for determining safety impacts under CEQA. Additionally, Caltrans notes that local agencies may use the interim guidance at their own discretion as a guide for review of local facilities.

Local

City of Roseville 2035 General Plan

The following policies from the *City of Roseville General Plan 2035* (2020) Circulation Element are relevant to this study.

- **Policy CIRC2.1:** Maintain a LOS "C" standard at a minimum of 70 percent of all signalized intersections and roadway segments in the City during the a.m. and p.m. peak hours. Exceptions to the LOS "C" standard may be considered where improvements required to achieve the standard would adversely affect pedestrian, bicycle, or transit access, and where feasible LOS improvements and travel-demand-reducing strategies have been exhausted.
- **Policy CIRC3.1:** Promote transit service that is convenient, cost-effective, and responsive to the challenges and opportunities of serving Roseville and surrounding communities, and explore opportunities for transit innovation and service improvements.
- **Policy CIRC3.5:** Consider access to health care, community services and employment, and the needs of persons who may be transit-dependent when making decisions regarding transit service.
- **Policy CIRC3.7:** Pursue transit routes that optimize ridership.
- **Policy CIRC4.1:** The City will review and condition projects as appropriate, to reduce travel demand per capita and per employee by promoting increased density near transit, improving the quality of non-vehicular transportation options, providing incentives for non-vehicular travel, encouraging the mixing of complementary land uses in proximity to one another, and using other feasible methods.
- **Policy CIRC4.3:** Specific Plan Amendments and land use development projects not included in a Specific Plan shall be evaluated for consistency with the City's VMT Impact Standards.
- **Policy CIRC4.4:** If the evaluation required by CIRC4.3 finds a Specific Plan Amendment or land use development project not included in an adopted Specific Plan is inconsistent with thresholds established within the City's VMT Impact Standards, on-site land use, transportation, and urban design-related VMT-reducing features should be prioritized to demonstrate consistency. If feasible on-site features cannot achieve the VMT threshold, Specific Plan Amendments and land use development projects outside Specific Plan Areas may demonstrate equivalent consistency through off-site actions or fair-share fee contributions, or if consistency cannot be achieved, shall implement all feasible measures.

- **Policy CIRC5.1:** Develop a comprehensive and safe system of recreational and commuter bicycle routes and trails that provides connections between the City's major destinations (including employment) and housing areas and between its existing and planned bikeways.
- **Policy CIRC6.1:** Establish and maintain a safe and continuous pedestrian network that provides connections between residential areas and commercial retail and services, employment, public services, parks, and public transit.
- **Policy CIRC6.3:** Enhance pedestrian-friendly street environments and design public spaces and destinations in a way that encourages walking.
- **Policy CIRC6.4:** Sidewalks shall be required in all new Specific Plan Areas, with new roadway construction, and with roadway expansion.
- **Policy CIRC6.5:** In reviewing proposed development projects and implementing public projects, the City will incorporate standards designed to protect the security of pedestrians and minimize the potential for collisions involving pedestrians.

Northeast Roseville Specific Plan

The KPRMC Campus is located within the NERSP, which was originally adopted by the City on April 8, 1987 and has been amended multiple times since its original adoption, with the latest amendment occurring on September 18, 2013. The NERSP establishes goals, policies, and implementation measures for the provision, phasing, and financing of land use, community services, roadways, and infrastructure. The following transportation policies and implementation measures applicable to the proposed Project:

- The Medical Campus Component of the Specific Plan states that "[d]evelopment within the Medical Campus land use shall comply with the City of Roseville TSM Ordinance. A TSM Plan shall be submitted for the review, and approval of the Transportation Commission, concurrent with the submittal of any development plans." A description of the City of Roseville TSM Ordinance is provided under Section 3.6.3, "Regulatory Setting," of this SEIR.
- The Circulation Component of the Specific Plan includes the following policy and implementation measures:
    - Plan Policy 2: Provide for alternatives to the automobile as the means around and through the site.
      Implementation:
        - Long-term and short-term bicycle parking will be required for all non-residential developments consistent with the California Green Building Code.
        - Designated parking spaces for Clean Air/Carpool/EV will be required for all non-residential developments consistent with the California Green Building Code.

      vii. require that all development comply with and implement the City of Roseville TSM ordinance.

City of Roseville Design and Construction Standards

The *City of Roseville Design and Construction Standards* (City of Roseville 2021a) provide for coordinated and standardized development of City facilities, including roadways. The Design and Construction Standards apply to, regulate, and guide preparation of traffic and VMT impact studies, the design and preparation of plans, and the construction of streets, highways, alleys, drainage, traffic signals, site access, bus shelter pads, and related public improvements. All public roadway infrastructure improvements must be designed and constructed in accordance with the City's Design and Construction Standards, Caltrans' *Standard Specifications* (Caltrans 2018), and the latest edition of the City's *Americans with Disabilities Act (ADA) Transitions Plan* (City of Roseville 2009).

The Design and Construction Standards includes an updated Section 4 titled "VMT Impact Standards," which outline the City's guidelines for preparing Traffic Impact Studies and VMT Impact Studies.

Section 4-4 describes the types of Traffic Impact Studies required of proposed projects in the City, including when Short-Term Traffic Studies are sufficient and when Long-Term Traffic Studies are warranted. Specifically, a Short-Term Traffic Study is sufficient when "the proposed land use is consistent with the General Plan, therefore the project's long term impact is already accounted for via the City's Capital Improvement Program (CIP) which was derived from the City-wide traffic model." Conversely, a Long-Term Traffic Study is generally required when a proposed project's land use "is not consistent with the assumptions of the City's travel demand forecasting model, with regard to intensity of development and/or type of use."

Section 4-7 states that the purpose of VMT impact studies is to "provide the necessary information to allow an assessment of the potential VMT effects associated with proposed projects as they relate to circulation policies established by the City. VMT impact studies are also used to identify appropriate mitigation and/or recommendations where practicable to offset project impacts."

Section 4-9 describes the methodology for conducting a VMT impact study. This includes whether a project may qualify for screening from additional VMT analysis, or whether a full VMT analysis with comparison to the appropriate threshold is required. The City's guidelines note that a project may be screened from additional VMT analysis if it complies with one or more of nine criteria, which include:

1. Within the scope of a prior CEQA analysis; including analysis performed for the General Plan
2. Small projects (generating 110 trips or less per day)
3. Projects near transit stations (within 0.5 miles of an existing major transit stop)
4. Affordable residential development
5. Redevelopment projects (if leads to a net overall decrease when compared to the existing land use)
6. Local-serving retail projects (less than 50,000 square feet)
7. Other local-serving development (improves destination proximity at the discretion of the City)
8. Development in low VMT areas (defined as a project in a TAZ that meets the City's thresholds)
9. Transportation projects not generating new VMT

Because the City's 2035 General Plan Update assumes a larger buildout of the Medical Center, the Project meets the first screening criterion. Please see Chapter 5 (Impact Assessment) for additional information regarding the Project's VMT impacts.

The City's Design Standards also set forth the requirements for project site access and driveway locations (Section 5); traffic signals, signs, and striping (Section 6); street design, including street classes and widths, rights-of-way, pavement engineering, curb and gutters, sidewalks, pedestrian walks and bike paths, intersections, sight distances, and driveway standards (Section 7); traffic noise barriers (Section 12); and bikeway design standards (Section 13).

The Construction Standards regulate construction-area traffic control (Section 12); set forth the developer's and contractor's responsibilities (Section 21); specify the details for construction of street improvements including barricades, bikeways, bridges, bollards, curb, curb and gutter, driveways, pavement, curb ramps, sidewalk, survey monuments and tunnels (Section 71); application of traffic stripes and pavement markings (Section 84); installation of pavement markers (Section 85); and installation of traffic signals (Section 86).

Transportation Systems Management Ordinance

The City has a Transportation Systems Management (TSM) program, the purpose of which is to develop an integrated and cooperative approach between the City and the business community to promote alternative transportation options, reduce traffic congestion, and improve air quality in the Roseville area. The TSM program applies to businesses or common work locations (such as office building/complex, commercial/retail center, or industrial building/park) with 50 or more employees. The City's TSM requirements are located in Chapter 11.33 of the Roseville Municipal Code.

The goals and intent of the TSM program are to:

- Reduce total vehicle emissions in the City by reducing the number of vehicular trips that might otherwise be generated by home-to-work commuting.
- Reduce peak-hour traffic circulation in the City by reducing both the number of vehicular trips and the vehicular miles traveled that might otherwise be generated by home-to-work commuting by a minimum of 20%.
- Increase the efficiency of the existing transportation network in the City.
- Promote an integrated and cooperative approach between the City and the business community to promote alternative transportation opportunities and improve the air quality in Roseville.
- Cooperate and coordinate with other cities, counties, communities, and regional agencies in these endeavors.

Typical measures included in a TSM include the provision of bicycle lockers and on-site showering facilities, workplace ride-share programs, and employee education and incentive programs to use alternative transportation.

The NERSP specifically states that "[d]evelopment within the Medical Campus land use shall comply with the City of Roseville TSM Ordinance. A TSM Plan shall be submitted for the review, and approval of the Transportation Commission, concurrent with the submittal of any development plans."

The Project is subject to the City's TSM ordinance requirements. Kaiser has a TSM plan already in place that would be amended to include the proposed Project. These requirements would reduce the number of vehicle trips and VMT that might otherwise be generated by the Project.

Traffic Impact Fee Programs

The City currently participates in four traffic mitigation fee programs to fund capital projects in Roseville and south Placer County. Within the City, traffic impact fees are used to fund improvements contained in the CIP. The funding for those improvements is nexus-based and is designed to fund improvements. The fee structure considers both the number and length of trips generated by new land developments, and as such, it is considered a type of VMT-based fee program. The traffic mitigation fees are collected by the participating agencies at building permit issuance. The payment of Roseville impact fees in lieu of improvements has typically been determined to function as mitigation for those projects consistent with the general plan. The fee program is funding improvements identified and required as part of the 2035 General Plan EIR and the payment of fees reflects individual projects' fair share contribution towards these improvements. This Project would be subject to City traffic impact fee programs, which would represent its fair share contribution towards these improvements.

City of Roseville Short-Range Transit Plan 2018-2025

The *City of Roseville Short-Range Transit Plan* (SRTP) 2018-2025 (LSC 2018) provides a detailed business plan to guide transit improvements in the City. The plan reviews demographics and transit needs, evaluates effectiveness and efficiency of existing services, analyzes a wide range of system options, and provides operational, capital and institutional plans, including an implementation plan. The City's plan was prepared jointly with the development of parallel SRTPs for Placer County Transit, Auburn Transit, and the Western Placer Consolidated Transit Service Agency.

This study references the SRTP to identify baseline transit data and potential planned transit improvements in the study area. Within the study area, the SRTP recommends revising Routes C, G, F, E, and L. The SRTP notes that ridership on Routes C, G, F, and E, as well as Route L east of Eureka Road is low. To this end, the plan recommends two potential strategies for further consideration:

- Modify Routes C, G, F, E, and L to eliminate unproductive segments and provide one-hour headways minimum. Figures 23 and 32 in the SRTP show examples for how this could be accomplished. Under both of these examples, the recommended local fixed-route service would continue to serve the Campus and the bus stops along the Campus's perimeter.
- Eliminate Routes C, G, F, and E; modify Route L, and replace with transportation network company (TNC) or microtransit service. Figure 24 in the SRTP shows an example for how Route L would be modified and supplemented with TNC service. In this example, Route L would continue to serve

the Campus and the bus stops along the Campus's perimeter. The microtransit service or TNC subsidy would be provided in areas of the city previously served by Routes C, G, F, E, and L.

Note that in August 2022, Routes E and G were combined and branded as Route E. This included changes to Route E to provide more direct service between the Galleria Mall and Sierra College campus and eliminate service on Sierra College Boulevard between Rocklin Road and Douglas Boulevard. This is consistent with the SRTP recommendation to eliminate unproductive segments.

City of Roseville Bicycle Master Plan

The *City of Roseville Bicycle Master Plan* (2008) includes the following policies that are relevant to the Project:

- Support facilities that encourage bicycling should, to the extent feasible, be made a standard component of all new public and private projects.
- Provide short-term bike parking (bike racks) conveniently located at businesses entrances and safe, secure long-term covered bike parking (lockers, cages, rooms) at employment sites.
- Where construction operations occur near Class II or III bikeways, the developer/ contractor will be responsible for maintaining clear and clean paths of travel.
- Street maintenance overlay projects and other construction projects within the public right-of-way and along designated bikeways shall be reviewed for conformance with the Bicycle Master Plan. Where existing facilities are not in conformance with the Bicycle Master Plan and current City standards, the facilities may be brought up to standards where determined feasible by the Public Works Director/City Engineer.

City of Roseville Pedestrian Master Plan

The *City of Roseville Pedestrian Master Plan* (2011) was adopted by the City Council to establish policies, projects, and programs that improve the pedestrian system in Roseville and increase walking for transportation, recreation, and health. The Pedestrian Master Plan includes goals, policies, and implementation measures for pedestrian improvements and programs; a recommended pedestrian network; and a Capital Improvements Program (CIP) that establishes a 20-year framework for improvements to the pedestrian environment. The Pedestrian Master Plan includes the following policies that are relevant to the Project:

- Provide continuous and direct pedestrian connections between residential areas, schools, shopping areas, public services, employment centers, parks, and public transit stops.
- Sidewalks and street crossings should provide access for all people, regardless of physical abilities, consistent with the Americans with Disabilities Act (ADA) and ADA Transition Plan.

4. Project Travel Characteristics

This chapter describes the forecasted travel characteristics of the proposed Project.

Project Description

As presented in Chapter 1 (Introduction), the Project proposes a 278,000 square foot Bed Tower building, a new four-level plus rooftop parking garage with approximately 800 parking stalls, and supporting utility upgrades. As support facilities, the new parking garage, new generator yard, and supporting utility upgrades to the existing CUP are not expected to independently generate new trips. Instead, the change in Campus trip generation is driven by the additional hospital space created by the Bed Tower building.

Parking

As shown in **Figure 4**, the Project would result in the following changes to parking areas on the Campus:

- The surface parking lot to the northwest of the existing main hospital (Lot 6) would be replaced by the proposed Bed Tower Building.
- The surface parking lot at the northeast portion of the campus (Lot 10) would be mostly replaced by the proposed new parking garage (a small surface lot adjacent to the new parking garage would remain).
- The surface parking lots in the northwest portion of the KPRMC Campus (Lots 3, 5, and 7) would be reconfigured to accommodate the relocated Loop Road, proposed Bed Tower Building, and new hospital drop off area.

Figure 12 presents the forecasted parking supply with the Project's proposed changes to Campus parking. Note that the parking supply for the new parking garage and reconfigured surface parking lots are estimates based on the site plan and data provided by the project applicant.

As shown in **Figure 12**, the total campus parking supply is anticipated to increase from 3,077 spaces to 3,263 spaces with the Project, a net increase of 186 parking stalls. **Table 4** shows the detailed change in parking supply in the west and northeast portions of the Campus with the Project.

Parking Location	Parking Inventory by Space Type						
	General	ADA	Employee	Short-Term	Motorcycle	Other[1]	Total
1	58	45	0	20	0	0	123
2A	75	0	0	0	0	0	75
2B	83	0	0	0	0	0	83
3	78	15	0	0	0	0	93
4A	0	0	156	0	0	0	156
4B	0	0	69	0	0	0	69
5	98	22	0	0	0	0	120
7	35	0	0	0	0	0	35
8	6	15	0	5	4	1	31
9	55	4	0	0	0	0	59
10	33	0	0	0	0	5	38
DG 1	161	0	60	0	0	10	231
DG 2	171	14	86	0	0	1	272
DG 3	153	14	85	0	4	7	263
DG 4	158	15	105	0	0	0	278
DG 5	152	15	94	0	0	0	261
DG 6	146	0	91	0	0	0	237
New Garage	272	20	450	0	10	48	800
J	0	0	0	0	0	15	15
T	0	1	23	0	0	0	24
Total	**1,734**	**180**	**1,219**	**25**	**18**	**87**	**3,263**

Notes:
1. Other parking includes spaces designated for electric vehicles, recreational vehicles, patient drop-off, ambulances, and spaces restricted for specific vehicles/personnel (e.g., security, maintenance, etc.).

Parking supply for Lots 3, 5, 7, and 10 based on site plan provided by project applicant.

Parking space type for New Garage based on review of ground level floor plan and Fehr & Peers estimate assuming no change to existing parking stall designations in other parking lots.

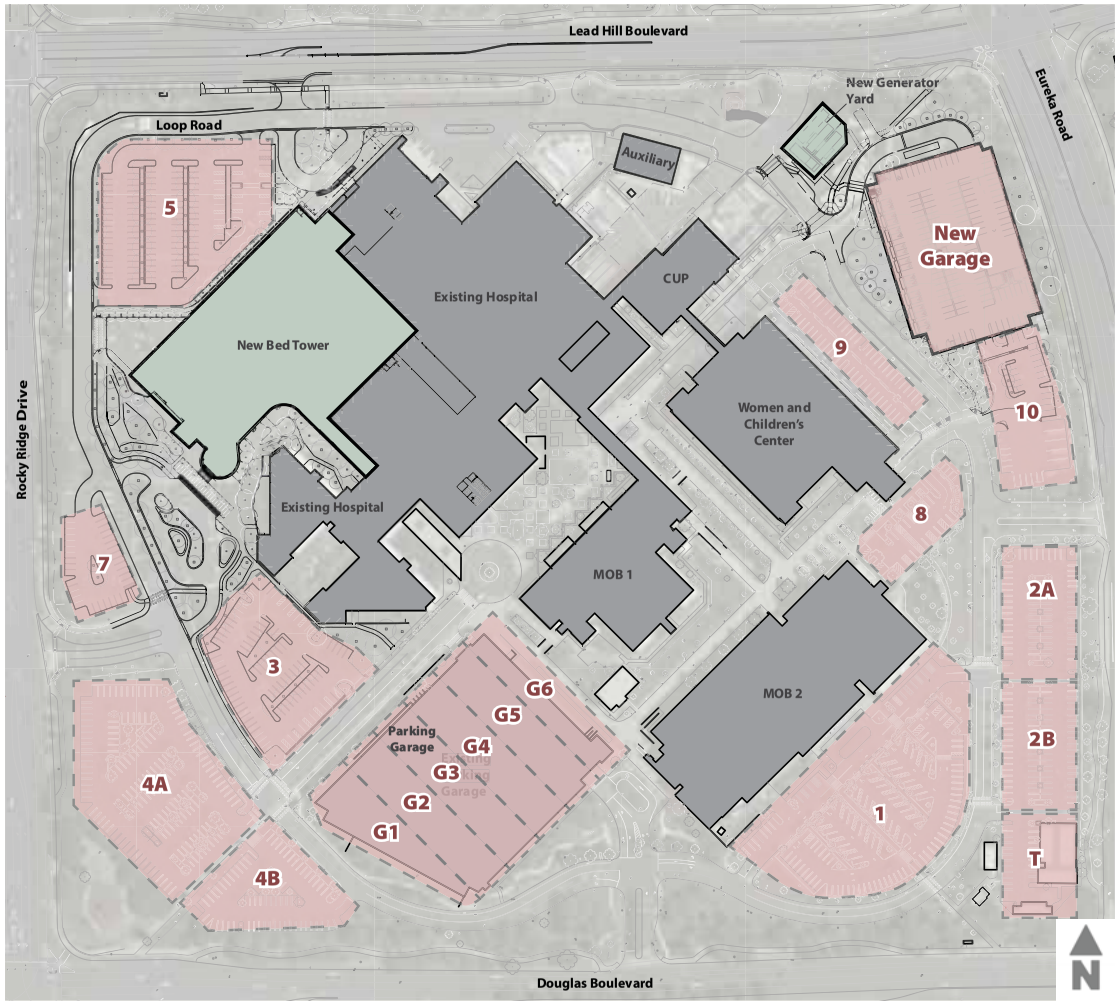


Figure 12

KPRMC Campus - With Project Parking Supply

Table 4: Proposed Change in Campus Parking Supply

Parking Location	Baseline (2019)	With Project	Net Change
West Campus			
3	92	93	+1
4A	156	156	0
4B	69	69	0
5	54	120	+66
6A	114	0	-114
6B	83	0	-83
7A	59	0	-59
7B	142	0	-142
7C	71	35	-36
West Campus Sub-Total	*840*	*473*	*-367*
Northeast Campus			
10	285	38	-247
New Parking Garage	0	800	+800
Northeast Campus Sub-Total	*285*	*838*	*+553*
Campus Total	**3,077**	**3,263**	+186

Source: Fehr & Peers, 2022.

Table 4 shows that the total number of parking stalls in the west portion of the Campus would decrease from 840 to 473, while the number of parking stalls in the northeast portion of the Campus would increase from 285 to 838, largely attributable to the new parking garage. Most of the decrease in the west portion of the Campus is due to the loss of existing staff spaces in Parking Lot 7A-7C. The remaining surface parking lots on the west portion of the Campus with the Project (i.e., Parking Lots 3, 5, and 7) would be designated for patients and visitors given their proximity to the new main hospital entrance and ED entrance. Meanwhile, the new parking garage would provide staff parking that compensates for lost staff parking in Lot 7.

Trip Generation

This study calculates the Project's vehicle trip generation using the vehicle trip generation rates that are calibrated to the KPRMC Campus (see **Table 3**). **Table 5** presents the Project's estimated weekday daily, AM peak hour, and PM peak hour vehicle trip generation, as well as the KPRMC Campus's total vehicle trip generation with the proposed Project.

Table 5: Project Vehicle Trip Generation Estimate

Land Use	Daily	AM Peak Hour			PM Peak Hour		
		Total	In	Out	Total	In	Out
Proposed Project							
Bed Tower Building (Hospital)[1]	3,297	230	170	60	245	74	171
KPRMC Campus Baseline							
Existing KPRMC Campus[2]	19,898	1,487	1,239	248	1,593	365	1,228
Campus: Baseline Plus Project	23,195	1,717	1,409	308	1,838	439	1,399

Notes:

1. Vehicle trip generation estimate for the proposed 278,000 gross square-foot Bed Tower building calculated using the Campus specific trip generation rate for hospital presented in Table 3.
2. Baseline vehicle trip generation of the Campus based on counts collected on May 14-15, 2019, as shown in Table 2.

Source: Fehr & Peers, 2022.

As shown, the proposed Project would generate approximately 3,300 daily vehicle trips, with 230 vehicle trips occurring during the weekday AM peak hour (7:45 to 8:45 AM) and 245 vehicle trips occurring the weekday PM peak hour (4:30 to 5:30 PM). This would result in a total of 23,195 daily vehicle trips, 1,717 AM peak hour vehicle trips, and 1,838 PM peak hour vehicle trips generated by the entire Campus.

Trip Distribution

This study estimates the distribution of Project trips using the following data:

- Baseline (2019) turning movement counts at the KPRMC Campus driveways and signalized intersections at the Campus perimeter.
- Select zone analysis of the travel analysis zone (TAZ) representing the KPRMC Campus in the City of Roseville travel forecasting model.
- Google Maps recommended travel routes during the AM and PM peak hour between the Campus and major gateways to/from the study area (i.e., I-80 east and west; Douglas Boulevard to the east and west; Eureka Road to the southeast; Atlantic Street to the northwest; etc.).

In addition to the above factors, the distribution of vehicle trips to the KPRMC Campus is influenced by where drivers park on the Campus and permitted turning movements at Campus driveways. With the loss of staff parking in Lot 7 and addition of the new garage (see **Table 4**), many staff who park on the west portion of the Campus would likely shift to parking in the new parking garage. This would reduce staff vehicle trips to the west side of the Campus and increase vehicle trips to the northeast portion of the Campus.

The expanded capacity of the hospital via the proposed Bed Tower Building would also generate more member/patient and visitor trips to the hospital drop-off and patient/visitor serving parking areas on the west side of the Campus. Overall, the net effect on vehicle trips to/from the Campus and surrounding City roadways is expected to be as follows:

- Minimal net change in vehicle trips to the west side of the Campus. The additional patient/visitor trips generated by the Bed Tower building would be offset by reductions in staff vehicle trips as they shift their travel routes to the new parking garage.
- An increase in trips to the northeast quadrant of the Campus reflecting the new parking supply provided by the new parking garage.

Therefore, this analysis assigns net new trips generated by the Project to the new parking garage, which generally results in an increase in trips using Driveway 2 on Lead Hill Boulevard and Driveway 3 on Eureka Road, and negligible changes to trips to other Campus driveways.

Figure 13 presents the Project daily trip distribution, while **Figure 14** illustrates the Project trip distribution during the weekday AM peak hour and **Figure 15** illustrates the Project trip distribution during the weekday PM peak hour.

Given the right-turn only restrictions at the Lead Hill Boulevard and Eureka Road driveways, traveling west on Lead Hill Boulevard requires relatively circuitous routes for Project trips leaving the Campus. Therefore, only a small percentage of Project trips (5 percent or less) are likely to head west on Lead Hill Boulevard. Instead, most outbound Project trips are expected to use Douglas Boulevard (i.e., heading west towards I-80 and Downtown Roseville) or Eureka Road (i.e., heading northwest towards Atlantic Street or Galleria Boulevard) as an alternate route to Lead Hill Boulevard.

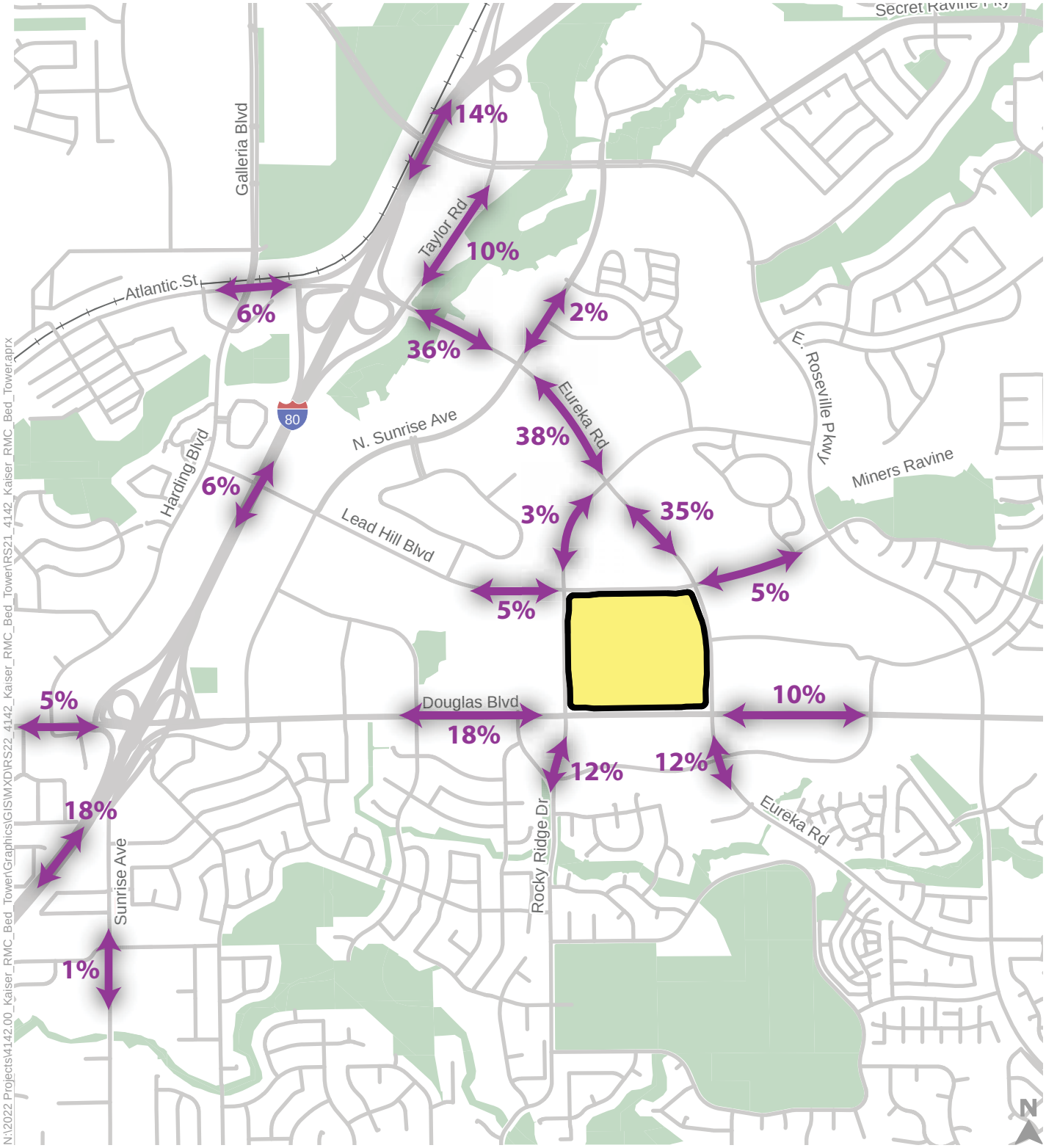


Figure 13

Project Trip Distribution - Daily

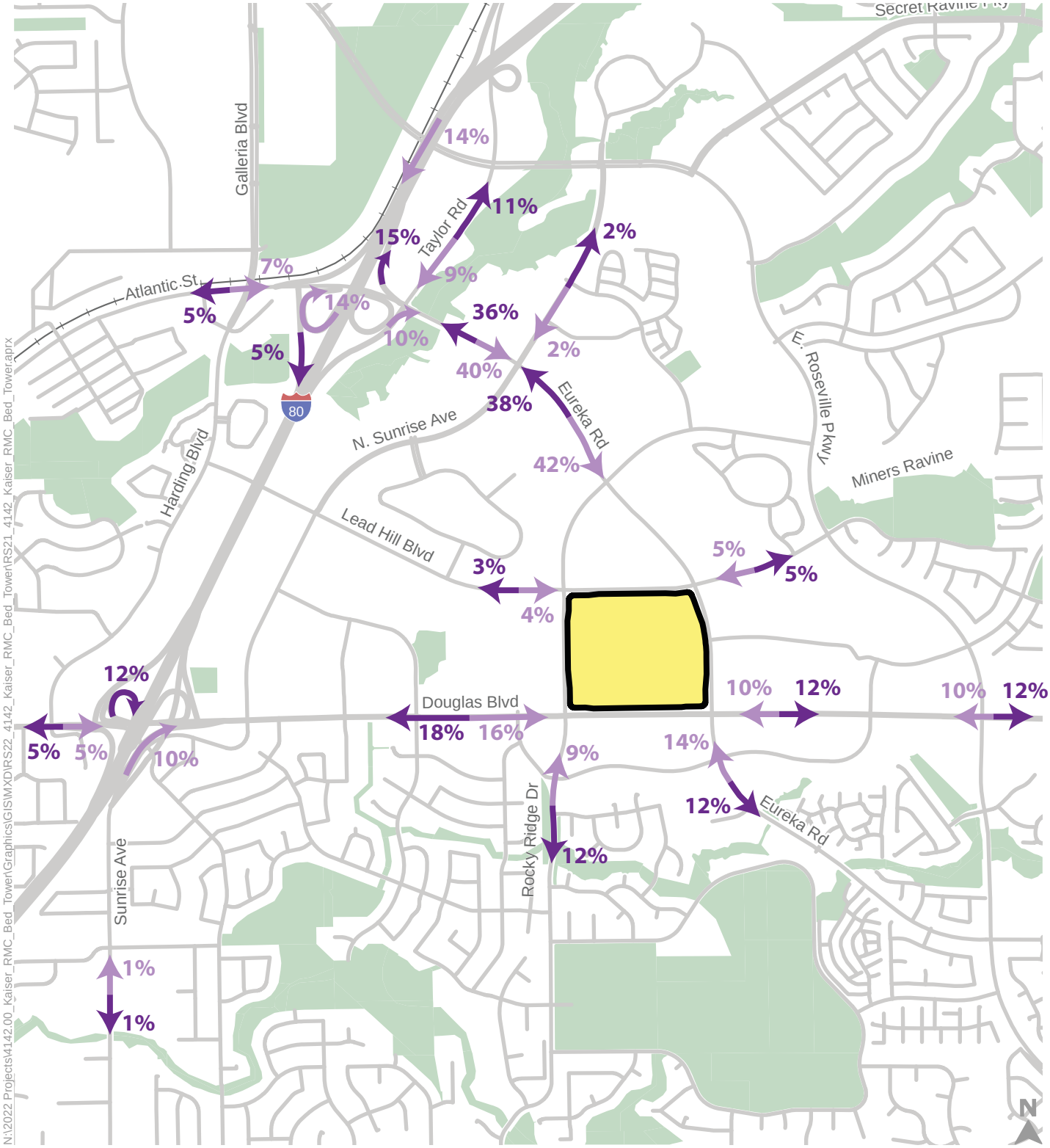


Figure 14

Project Trip Distribution - AM Peak Hour

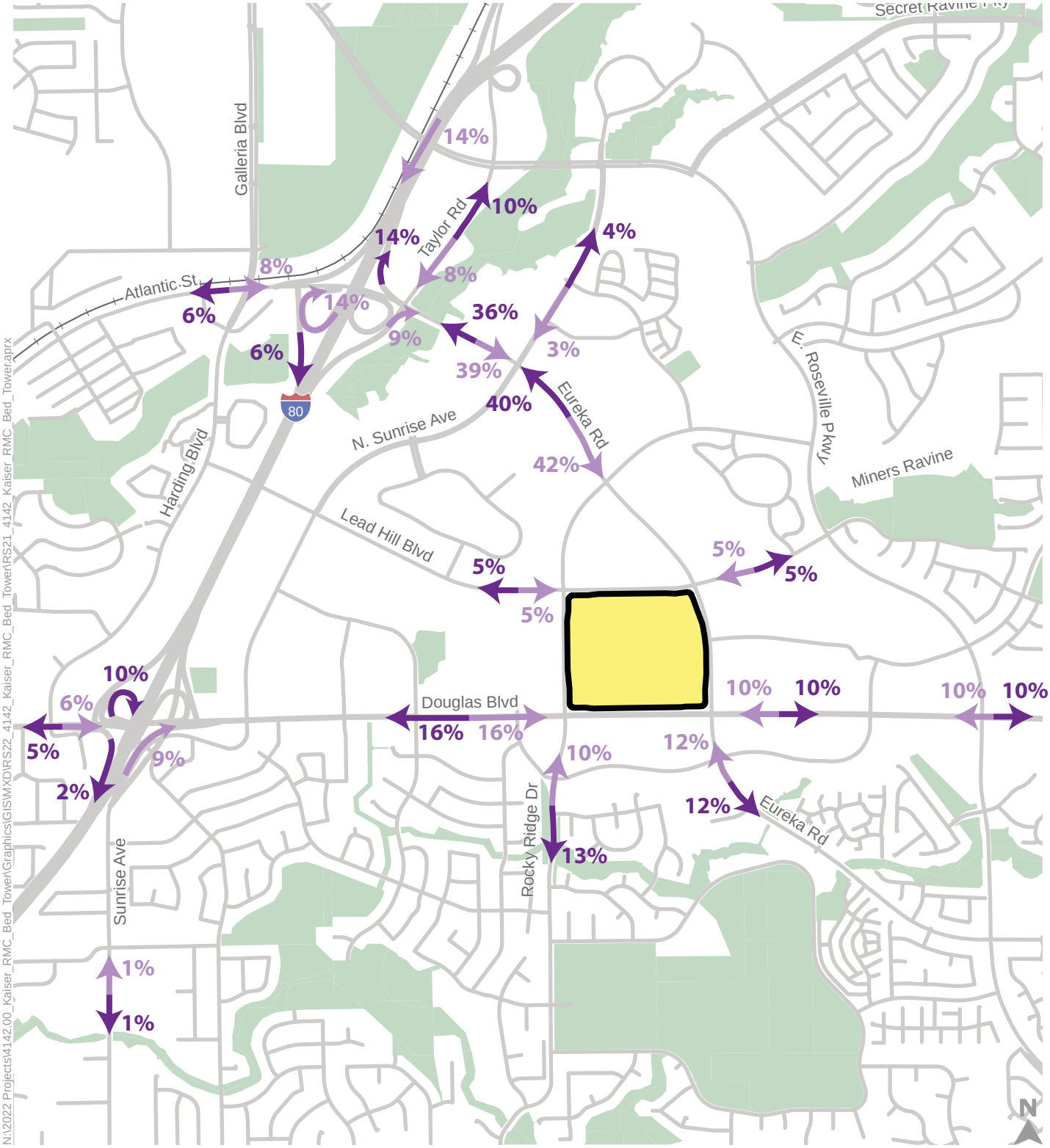


Figure 15

Project Trip Distribution - PM Peak Hour

5. Impact Assessment

This chapter describes the evaluation of potential transportation impacts associated with the operation of the Project and, in instances where the Project would cause a significant impact, identifies potential mitigation measures that would lessen the severity of the impact. This chapter begins with presenting the significance criteria used to evaluate Project impacts to the roadway, bicycle, pedestrian, and transit systems, and then assesses whether the Project would result in a significant impact based on these criteria. The information in this chapter is consistent with the transportation impact analysis contained in the SEIR for the Project (Dudek, July 2022).

Significance Criteria

The significance criteria are based on Appendix G of the State CEQA Guidelines and various City of Roseville published plans described in Chapter 3 (Regulatory Setting).

Consistent with Appendix G of the CEQA Guidelines, a significant impact would occur if development of the proposed Project would do any of the following:

- Conflict with a program, plan, ordinance, or policy addressing the circulation system including transit, roadway, bicycle, and pedestrian facilities.
- Conflict or be inconsistent with State CEQA Guidelines Section 15064.3, subdivision (b).
- Substantial increase in hazards because of a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment).
- Potential to cause inadequate emergency access.

These questions alone do not identify specific measurable thresholds to determine impact significance. To supplement the questions, additional information is provided below to define how the City of Roseville determines impact significance.

Conflict with a Program, Plan, Ordinance, or Policy Addressing the Circulation System

The Project would result in a significant transportation impact if it would do any of the following.

- Physically disrupt an existing transit service/facility, bicycle facility, or pedestrian facility within the City of Roseville.
- Interfere with implementation of a planned transit service/facility, bicycle facility, or pedestrian facility within the City of Roseville as identified in the City of Roseville 2035 General Plan, City of Roseville Short-Range Transit Plan, City of Roseville Bicycle Master Plan, or City of Roseville Pedestrian Master Plan.

Conflict or be Inconsistent with State CEQA Guidelines Section 15064.3, subdivision (b)

Section 15064.3, subdivision (b) of the CEQA Guidelines outlines the criteria for analyzing a project's transportation impacts. For land use projects, this section states that "[v]ehicle miles traveled exceeding an applicable threshold of significance may indicate a significant impact."

The Project would result in a significant transportation impact if it would:

- Not qualify for screening per the screening criteria outlined in Section 4-9-A of the City of Roseville VMT Impact Standards.
- Exceed the applicable VMT threshold identified in Section 4-10 of the City of Roseville VMT Impact Standards.

Per Section 4-10 of the City of Roseville VMT Impact Standards, the applicable VMT threshold for a non-residential project is 15 percent below baseline VMT per service population; or a net overall decrease in total City VMT when compared to baseline VMT.

Increase in Hazards Because of a Geometric Feature or Incompatible Uses

The Project would result in a significant transportation impact if it would result in a geometric design feature that is inconsistent with applicable design standards of the City of Roseville, as presented in the *City of Roseville Design and Construction Standards*.

Potential to Cause Inadequate Emergency Access

The Project would result in a significant transportation impact if it would result in roadway and transportation facilities that impede access for emergency response vehicles.

Impact Assessment

Impact 1: The proposed Project would not physically disrupt an existing transit service/facility or interfere with implementation of a planned transit service/facility.

The study area is served by three local fixed-route bus routes operated by Roseville Transit. As described under Impacts 2 and 3 below, the KPRMC Campus provides adequate pedestrian and bicycle facilities to access existing bus stops and local fixed-route bus service. The proposed Project would not disrupt these existing bus transit services, nor would it disrupt access to existing transit facilities.

The proposed Project would result in additional employment and capacity for serving patients in the areas served by existing transit, consistent with General Plan policy CIRC 4.1. This would potentially result in additional transit ridership demand. The SRTP indicates that the local fixed-route buses that serve the study area have very low ridership. Therefore, these routes would have capacity to accommodate

additional riders generated by the Project. Furthermore, the proposed Project would not conflict with policies related to transit in the City's General Plan and NERSP.

With regard to planned transit service and facilities, the SRTP recommends modifying the local fixed-route bus service in the study area (see Chapter 3 (Regulatory Setting) for details). In summary, the SRTP recommends eliminating unproductive segments of existing fixed-route service, provide one-hour headways minimum, and replace the unproductive service with transportation network company (TNC) or microtransit service. On September 7, 2022, the Roseville City Council approved a contract for the implementation of microtransit service. Details of the microtransit service implementation will be determined in the coming months, but would likely provide comparable service to the existing dial-a-ride demand response service without immediate changes to local fixed-route bus service. Roseville Transit is in the process of conducting a comprehensive operational analysis. However, the ultimate modifications to local fixed-route bus service have not been determined.

The proposed Driveway 6 on Lead Hill Boulevard is about 200 feet east of an existing unused bus shelter. This location is consistent with adopted City design standards as the driveway is more than 240 feet from the Rocky Ridge Drive intersection and is not within a bus turnout or the straight portion of an acceleration lane (see Design & Construction Standard Details ST-46, ST-48, and ST-49; and Design Standards section 5-3). Therefore, Driveway 6 would not interfere with future use of the bus shelter, if needed to support future fixed-route bus service.

The planned Rapid Link bus service described in Chapter 2 (Baseline Conditions) would serve an existing bus stop on westbound Douglas Boulevard as well as a new bus stop on northbound Rocky Ridge Drive about 200 feet north of Driveway 5. The Project would not result in any changes to the Campus frontage or existing transit facilities along Douglas Boulevard or Rocky Ridge Drive, nor would it result in a substantial increase in trips to Driveway 4 or Driveway 5 such that it would interfere with the implementation of this future bus service. Based on the known planned changes to transit service, the Project would not interfere with the implementation of planned transit services or facilities.

In summary, the proposed Project would not disrupt an existing transit facility or interfere with implementation of a planned transit service or facility. Therefore, this impact would be **less than significant**.

Mitigation Measures

None required.

Impact 2: The proposed Project would not physically disrupt an existing bicycle facility or interfere with implementation of planned bicycle facilities.

A continuous set of on-street and/or off-street bicycle facilities are present to connect the Campus with the surrounding area. A bicyclist can ride in existing class II bike lanes on Lead Hill Boulevard,

Eureka Road, Douglas Boulevard, or Rocky Ridge Drive to travel to or from the Campus. The Miners Ravine Trail (Class I shared-use path) is about a half-mile east of the Campus via Lead Hill Boulevard and provides connections to Downtown Roseville, east Roseville, and Granite Bay.

The proposed Project would not disrupt these existing bicycle facilities. These bikeways provide defined bicycle facilities for bicyclists to use to travel between the Project site and the surrounding area. The Project would be consistent with applicable policies, plans, and programs contained in the City's General Plan and Bikeway Master Plan.

The planned bicycle network identified in the City's 2035 General Plan and City's Bikeway Master Plan is largely built out in the study area. Specifically, the class II on-street bike lanes on the surrounding arterial streets (i.e., Lead Hill Boulevard, Douglas Boulevard, Eureka Road, and Rocky Ridge Drive) identified in the General Plan and Bikeway Master Plan exist today. Therefore, the proposed Project would not interfere with implementation of planned bicycle facilities.

In summary, the proposed Project would not disrupt an existing bicycle facility or interfere with implementation of a planned bicycle facility. Therefore, this impact would be **less than significant**.

Mitigation Measures

None required.

Impact 3: The proposed Project would not physically disrupt an existing pedestrian facility, or conflict with adopted programs, plans, ordinances, or policies regarding pedestrian facilities.

Continuous pedestrian facilities are present or proposed on the KPRMC Campus for medical staff, visitors, or patients to use to walk between major destinations on the Campus (e.g., medical office buildings, main hospital, Women & Children's Center, parking garages, and surface parking lots). Furthermore, pedestrian facilities are present that connect the major destinations on the Campus to public sidewalks on the surrounding roadways. This includes sidewalks connecting to existing commercial services and bus stops along Eureka Road, Lead Hill Boulevard, Rocky Ridge Drive, and Douglas Boulevard. This is consistent with relevant policies in the City's 2035 General Plan and City's Pedestrian Master Plan, such as Policy CIRC6.1.

Existing sidewalks surround the entire perimeter of the Campus along adjacent local streets. The proposed Project would not cause changes to these existing sidewalks, with one exception. The proposed new driveway (Driveway 6) would require modifying the sidewalk along the south side of Lead Hill Boulevard to comply with ADA requirements based on the existing slope. The existing sloped sidewalk would need to extend further west to ensure the sidewalk grade does not exceed the maximum allowed slope per ADA requirements. This modification would replace the existing sidewalk and would result in a continuous walkway along Lead Hill Boulevard as exists currently. Although the Project would modify the existing

sidewalk to comply with ADA regulations, it would not eliminate or permanently disrupt the existing sidewalk facility or pedestrian network.

Sidewalks would continue to surround the perimeter of the Campus with the addition of the Project. The City's Pedestrian Master Plan does not identify any additional planned pedestrian facilities in the study area beyond what exists under baseline conditions. Therefore, the Project would not interfere with implementation of planned pedestrian facilities.

In summary, the proposed Project would not significantly disrupt an existing pedestrian facility or interfere with implementation of a planned pedestrian facility. Therefore, this impact would be **less than significant**.

Mitigation Measures

None required.

Impact 4: The proposed Project would qualify for screening per the screening criteria outlined in Section 4-9-A of the City of Roseville VMT Impact Standards.

Section 4-9-A of the *City of Roseville Design and Construction Standards* states that a project may be screened from additional VMT analysis if it complies with one of nine criteria. Based on a review of these criteria, the project would meet the first criterion, "Within Scope of Prior CEQA Analysis." Specifically, the Project meets this criterion because the City's 2035 General Plan Update EIR assumed growth of the KPRMC Campus which adequately covers the proposed Project.

The City of Roseville adopted its General Plan 2035 and certified the corresponding EIR in August 2020 (City of Roseville 2020). The General Plan EIR explicitly states that "future projects consistent with the General Plan will not require further VMT analysis, pursuant to the tiering provisions of CEQA." This is in reference to CEQA Guidelines Section 15183(a): "CEQA mandates that projects which are consistent with the development density established by existing zoning, community plan, or general plan policies for which an EIR was certified shall not require additional environmental review, except as might be necessary to examine whether there are project-specific significant effects which are peculiar to the project or its site." Further, the General Plan EIR states that "quantitative analysis would not be required if it can be demonstrated that a project is consistent with the General Plan and would generate VMT which is equivalent or less than what was assumed in this General Plan EIR."

The transportation impact analysis for the General Plan EIR used the Roseville travel forecasting model to estimate VMT for the City. The KPRMC Campus is located within its own travel analysis zone (TAZ), TAZ 256, in the Roseville travel forecasting model. **Table 6** presents the land use inputs for TAZ 256 (i.e., the KPRMC Campus) in the 2035 Roseville travel forecasting model and compares these General Plan EIR land use inputs to the Project's proposed gross floor area totals.

Table 6: Roseville 2035 General Plan EIR: Travel Forecasting Model Inputs for KPRMC

Land Use	Roseville 2035 General Plan EIR Travel Forecasting Model – TAZ 256	KPRMC Campus with Project
Hospital	962,000 SF	823,574 SF
Medical Office	434,000 SF	382,688 SF
General Office	362,000 SF	-
Total	**1,758,000 SF**	**1,206,262 SF**

Notes:
SF = square feet
Source: *Roseville 2035 General Plan Update Final EIR*, 2020. Kaiser Permanente, 2022.

Table 6 shows that the land use assumed for the General Plan EIR traffic analysis is greater than the total land use for the KPRMC Campus with the Project. Since the 2035 General Plan EIR traffic analysis assumed more development, it can reasonably be determined that the Project would generate less daily VMT than what was analyzed in the General Plan EIR. Therefore, pursuant to Section 4-9-A of the City's Design Standards, the Project would qualify for screening from additional VMT analysis, as the Project's VMT impact was considered in the General Plan EIR. This assessment is further supported by the analysis presented in **Appendix B**.

Impact 5: The proposed Project would not result in a geometric design feature that is inconsistent with applicable design standards.

The Project proposes closing existing Driveway 1 and adding Driveway 6 on Lead Hill Boulevard. Driveway 1 is about 150 feet west of a business park driveway on the north side of Lead Hill Boulevard. This driveway offset is inconsistent with City of Roseville Design & Construction Standard Detail ST-47 ("Minimum Driveway or Street Offset on Minor Arterial"). The proposed Driveway 6 location is consistent with City of Roseville Design and Construction Standards and Details (see Section 5-3 and Detail ST-46).

Driveway 6 would allow right-in, right-out, and left-in access, but prohibit left-turn egress by extending the existing raised median on Lead Hill Boulevard. The extended median would create mirrored left-turn pockets (westbound into Driveway 6 and eastbound into the business park) that are consistent with City of Roseville Design and Construction Standards section 5-6 ("Left Turn Deceleration/Acceleration Lanes for Driveways").

Other than the changes described above, the Project would not change the design of adjacent local roadways. Since the Project's proposed changes are consistent with the City's design standards and the Project would not result in a geometric design feature that is inconsistent with the City's design standards this impact would be **less than significant**.

Mitigation Measures

None required.

Impact 6: The proposed Project would not result in roadway and transportation facilities that impede access for emergency response vehicles.

The Project would close Driveway 1 and add Driveway 6 on Lead Hill Boulevard, which would be consistent with City design standards as described in Impact 5 above. Driveway 6 is forecasted to serve a similar level of traffic demand with the Project as Driveway 1 under baseline conditions (see weekday peak hour traffic volumes in **Figure 7** and **Figure 20**). Driveway 6 would be approximately the same distance to the emergency department ambulance bays as the existing Driveway 1. In summary, ambulances traveling to KPRMC would have about the same travel distance and mix with a similar level of traffic demand. Therefore, the Project would not impede ambulance access with the closure of Driveway 1 and addition of Driveway 6 on Lead Hill Boulevard.

The City of Roseville Fire Department Station No. 4 is located about one-half mile south of the Campus at 1900 Eureka Road, while City of Roseville Fire Department Station No. 6 is located about one mile north of the campus at 1430 East Roseville Parkway. The proposed Project would not result in changes to the roadway or transportation facilities that would block the access of fire department vehicles as they travel from either of these stations. Therefore, this impact would be **less than significant**.

Mitigation Measures

None required.

6. Traffic Operations Analysis

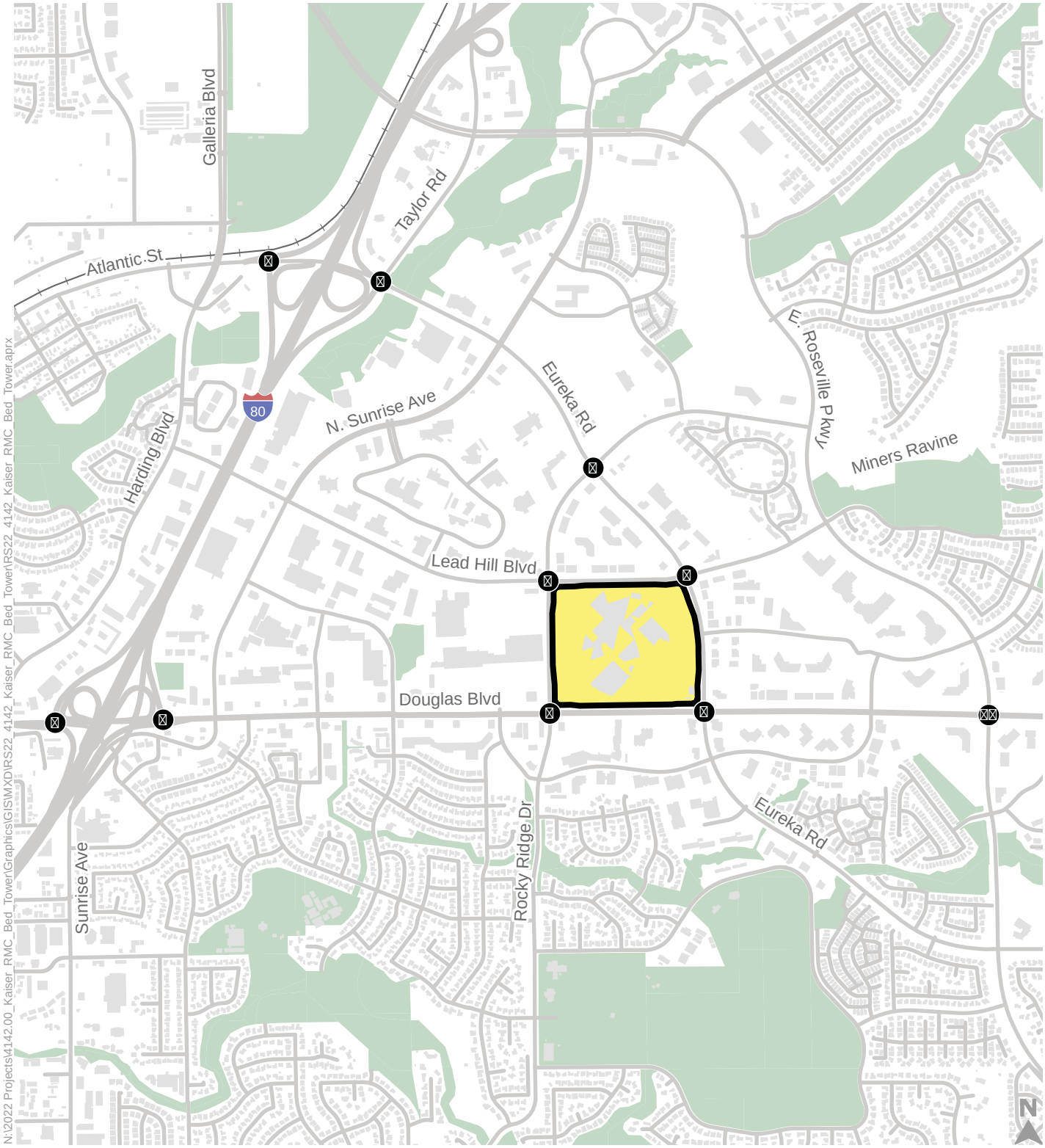
This chapter presents an analysis of the potential effects of the Project with respect to traffic operations (i.e., vehicle delay and LOS) at signalized intersections within the vicinity of the Project site.

Study Area and Periods

This study analyzes traffic conditions at the following ten study intersections during the weekday AM and PM peak hours (see **Figure 16**).

1. Atlantic Street / I-80 Westbound On-Ramp
2. Eureka Road / Taylor Road/I-80 Eastbound Ramps
3. Eureka Road / Rocky Ridge Drive
4. Lead Hill Boulevard / Rocky Ridge Drive
5. Lead Hill Boulevard / Eureka Road
6. Douglas Boulevard / I-80 Westbound Ramps
7. Douglas Boulevard / I-80 Eastbound Ramps
8. Douglas Boulevard / Rocky Ridge Drive
9. Douglas Boulevard / Eureka Road
10. Douglas Boulevard / East Roseville Parkway

These intersections were selected for analysis in consultation with City of Roseville staff and consider the Project's size, location, and generation and spatial distribution of vehicle trips.



Study Intersections

Kaiser Permanente Roseville Medical Center Campus

Figure 16

Study Intersections

Study Scenarios

Per the *City of Roseville Design and Construction Standards*, a Short-Term Traffic Study is sufficient when "the proposed land use is consistent with the General Plan, therefore the project's long-term impact is already accounted for via the City's Capital Improvement Program which was derived from the City-wide traffic model."

As described in Impact 4 in the Impact Assessment section, the proposed Kaiser Bed Tower Project is covered by the 2035 General Plan EIR and accounted for the City-wide traffic model. A trip generation analysis of the proposed Kaiser Bed Tower Project demonstrates that the Project generates fewer trips than the development assumed in the City's travel forecasting model (see **Appendix C**). Pursuant to Section 4-4 of the City's Design Standards, a Short-Term Traffic Study is sufficient to analyze the traffic effects of the proposed Project and a future scenario need not be analyzed.

Therefore, this study analyzes traffic conditions for the following scenarios:

- Baseline (2020) Conditions: represents pre-pandemic traffic conditions in February 2020. Specifically, this study reports the existing (2020) traffic analysis results from the *Transportation Impact Study for the Roseville Housing Element Update* (Fehr & Peers, 2021) for consistency.

- Baseline Plus Project: represents baseline (2020) conditions plus the proposed Kaiser Bed Tower Project.

Analysis Methodology

Motorized vehicle LOS is a qualitative measure of traffic flow from the perspective of motorists and is an indication of the comfort and convenience associated with driving. Typical factors that affect motorized vehicle LOS include speed, travel time, traffic interruptions, and freedom to maneuver. The *Highway Capacity Manual, 6th Edition* (HCM) documents empirical LOS criteria and methods of calculation (Transportation Research Board, 2016). The HCM defines six levels of service ranging from LOS A (representing free-flow vehicular traffic conditions with little to no congestion) to LOS F (oversaturated conditions where traffic demand exceeds capacity resulting in long queues and delays). The LOS definitions and calculations contained in the HCM are the prevailing measurement standard used throughout the United States and are used in this study. Motorized vehicle LOS definitions for signalized intersections are discussed below.

Signalized Intersections

The LOS at signalized intersections is based on the average control delay (i.e., delay resulting from initial deceleration, queue move-up time, time stopped on an intersection approach, and final acceleration) experienced per vehicle traveling through the intersection. **Table 7** summarizes the relationship between delay and LOS for signalized intersections.

Table 7: Level of Service Definitions – Signalized Intersections

Level of Service	Description	Average Control Delay[1]
A	Volume-to-capacity ratio is low and either progression is exceptionally favorable or cycle length is very short. Most vehicles arrive during the green phase and travel through the intersection without stopping.	< 10.0
B	Volume-to-capacity ratio is low, progression is highly favorable, and/or cycle lengths are short. More vehicles stop than with LOS A.	> 10.0 to 20.0
C	Progression is favorable or cycle length is moderate. Individual cycle failures may begin to appear at this level. The number of vehicles stopping is significant, although many still pass through the intersection without stopping.	> 20.0 to 35.0
D	Volume-to-capacity ratio is higher and either progression is ineffective or the cycle length is long. Many vehicles stop and individual cycle failures are noticeable.	> 35.0 to 55.0
E	Volume-to-capacity ratio is high, progression is unfavorable, and the cycle length is long. Individual cycle failures are frequent.	> 55.0 to 80.0
F	Volume-to-capacity ratio is very high, progression is very poor, and the cycle length is long. Most cycles fail to clear the queue.	> 80.0

Notes:

1. Average control delay presented in seconds per vehicle.

Source: *Highway Capacity Manual, 6th Edition*. Transportation Research Board, 2016.

This study analyzes traffic operations at study intersections using the Synchro 11 traffic operations software program. Synchro 11 software applies the methodologies presented in the HCM 6th Edition, and considers peak hour traffic volumes, lane configurations, signal timings, signal coordination, and other pertinent parameters of intersection operations to calculate average control delay and LOS. Per City standards, the traffic operations analysis applies a 1.0 peak hour factor (PHF) for all movements at study intersections for all analysis scenarios.[2]

The study also uses the SimTraffic micro-simulation module of the Synchro 11 software to analyze weekday PM peak hour operations at intersections 1 through 3 (i.e., Eureka Road corridor from I-80 to Rocky Ridge Drive) and 6 through 10 (i.e., Douglas Boulevard corridor). SimTraffic accounts for interactions between intersections, queue spillback, vehicle platooning, etc. SimTraffic also produces more accurate estimates of vehicular queuing (when compared to more deterministic methods).

[2] The PHF measures the degree of peaking within the peak hour. A PHF of 1.0 represents uniform flow across all four 15-minute periods, while a PHF of 0.25 indicates all travel occurred during a single 15-minute window.

Traffic Operations Performance Criteria

The *City of Roseville General Plan Circulation Element* Policy CIRC2.1 requires that the City maintain a LOS C standard at a minimum of 70 percent of all signalized intersections and roadway segments in the City during the AM and PM peak hours.

The *Transportation Impact Study for the Roseville Housing Element Update* (Housing Element TIS) (Fehr & Peers, 2021) shows that 88 percent (AM peak hour) and 83 percent (PM peak hour) of signalized intersections operate at LOS C or better under existing (2020) conditions. The Housing Element TIS also forecasts 80 percent (AM peak hour) and 73 percent (PM peak hour) of signalized intersections in the City would operate at LOS C or better under cumulative conditions. These results indicate that traffic operations at signalized intersections in the City meet the minimum 70 percent requirement identified in Policy CIRC2.1 of the *Roseville General Plan* under both baseline (2020) and cumulative conditions.

The study intersections analyzed in this study are among the intersections the Housing Element TIS show as operating at LOS D or worse under existing (2020) conditions, as shown below:

2. Eureka Road / Taylor Road/I-80 Eastbound Ramps (LOS D during the PM peak hour)
3. Eureka Road / Rocky Ridge Drive (LOS D during the AM peak hour)
5. Eureka Road / Lead Hill Boulevard (LOS D during the AM and PM peak hours)
6. Douglas Boulevard / I-80 Westbound Ramps (LOS D during the PM peak hour)
8. Douglas Boulevard / Rocky Ridge Drive (LOS D during the PM peak hour)
9. Douglas Boulevard / Eureka Road (LOS D during the AM and PM peak hours)
10. Douglas Boulevard / East Roseville Parkway (LOS D during the AM and PM peak hours)

These seven intersections are also forecasted to operate at LOS D or worse under cumulative conditions in the Housing Element TIS. However, as noted above, the results in the Housing Element TIS demonstrate that traffic operations at signalized intersections in the City overall meet the minimum 70 percent requirement identified in Policy CIRC2.1 of the *Roseville General Plan* both under baseline (2020) and cumulative conditions. Therefore, it can be reasonably inferred that these LOS D or worse operations are expected with (and therefore, consistent with) the Roseville General Plan.

Baseline Conditions

This study presents traffic analysis results that reflect pre-COVID-19 pandemic traffic conditions to represent baseline (2020) conditions. Specifically, this study reports the existing (2020) traffic analysis results from the Housing Element TIS. These results are based on AM and PM peak period turning movement count data obtained from the City of Roseville traffic count database for mid-week days of February 20, 25, and 26, 2020.

Figure 17 presents the baseline (2020) weekday AM and PM peak hour traffic volumes, lane configurations, and traffic controls at each study intersection.

Table 8 presents the weekday AM and PM peak hour traffic operations at the study intersections under baseline (2020) conditions (refer to **Appendix D** for detailed calculations). This table shows seven of the 10 study intersections operate at LOS D or worse during the weekday AM and/or PM peak hours under baseline conditions.

Table 8: Peak Hour Intersection Operations – Baseline (2020) Conditions

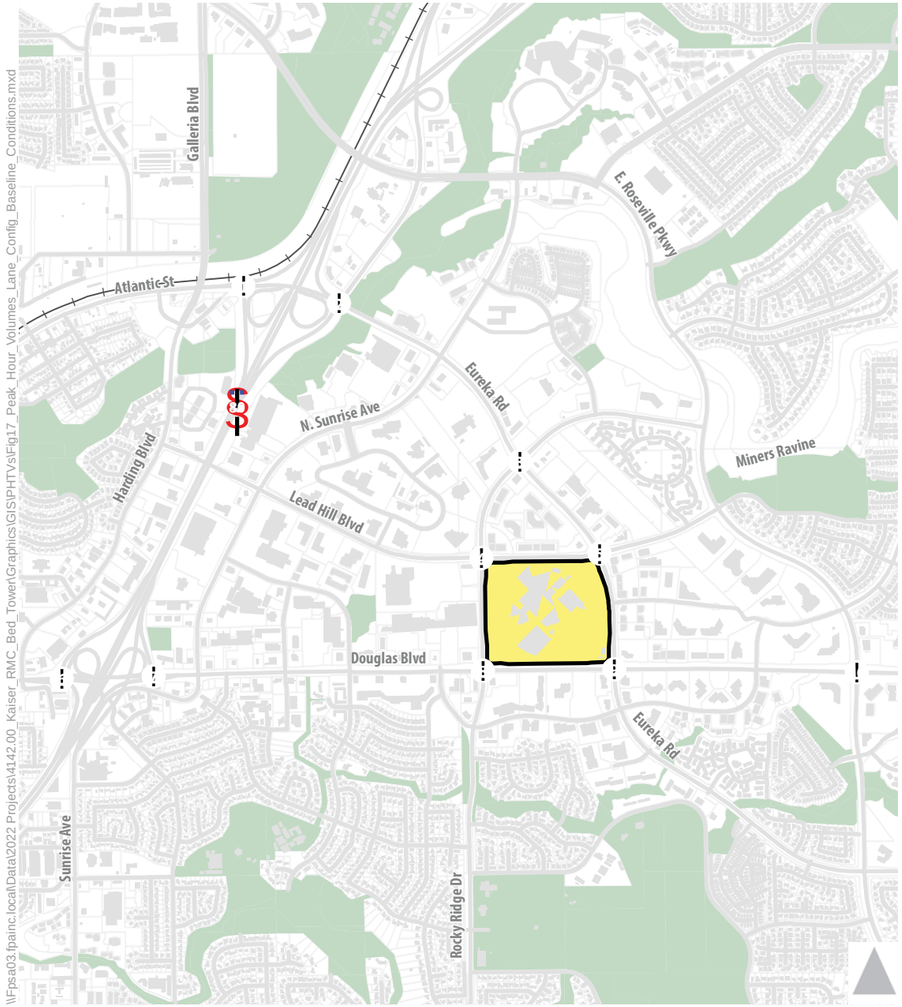
Intersection	Traffic Control	Peak Hour	Baseline Conditions	
			Delay[1]	LOS[2]
1. Atlantic St. / I-80 Westbound On-Ramp	Signal	AM	5.7	A [3]
		PM	10.2	B
2. Eureka Rd. / Taylor Rd./I-80 Eastbound Ramps	Signal	AM	24.7	C [3]
		PM	**54.0**	**D**
3. Eureka Rd. / Rocky Ridge Dr.	Signal	AM	**40.7**	**D**
		PM	31.4	C
4. Lead Hill Blvd. / Rocky Ridge Dr.	Signal	AM	17.4	B
		PM	27.7	C
5. Lead Hill Blvd. / Eureka Rd.	Signal	AM	**36.6**	**D**
		PM	**40.9**	**D**
6. Douglas Blvd. / I-80 Westbound Ramps	Signal	AM	21.2	C
		PM	**42.0**	**D**
7. Douglas Blvd. / I-80 Eastbound Ramps	Signal	AM	6.4	A [3]
		PM	9.1	A
8. Douglas Blvd. / Rocky Ridge Dr.	Signal	AM	22.5	C
		PM	**43.1**	**D**
9. Douglas Blvd. / Eureka Rd.	Signal	AM	**40.4**	**D**
		PM	**40.2**	**D**
10. Douglas Blvd. / E. Roseville Pkwy.	Signal	AM	**39.8**	**D**
		PM	**48.2**	**D**

Notes:

BOLD indicates LOS D or worse operations.

1. Average control delay for signalized intersections is the weighted average for all movements.
2. LOS = level of service calculated per the thresholds presented in Table 7.
3. Intersection analyzed using the HCM 2000 methodology due to unique intersection configurations that are incompatible with the HCM 6th Edition and HCM 2010 methodology.

Source: *Transportation Impact Study for the Roseville Housing Element Update*, Fehr & Peers, 2021.



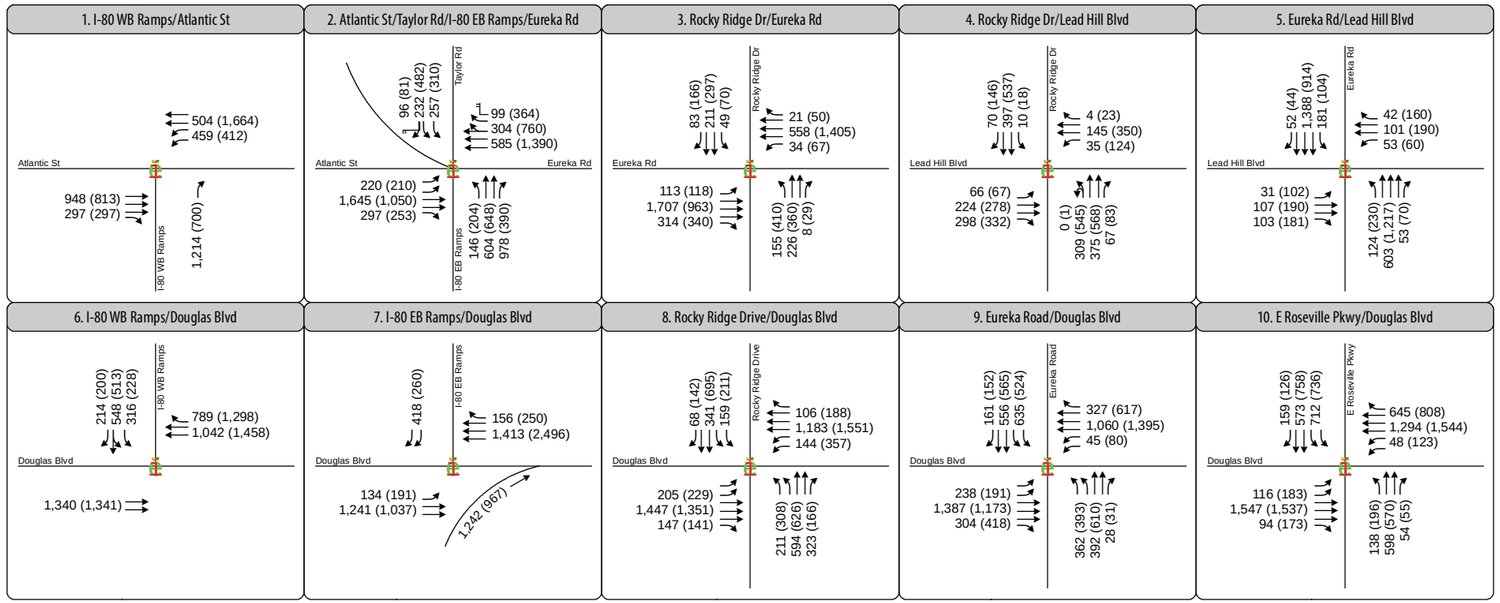


Figure 17

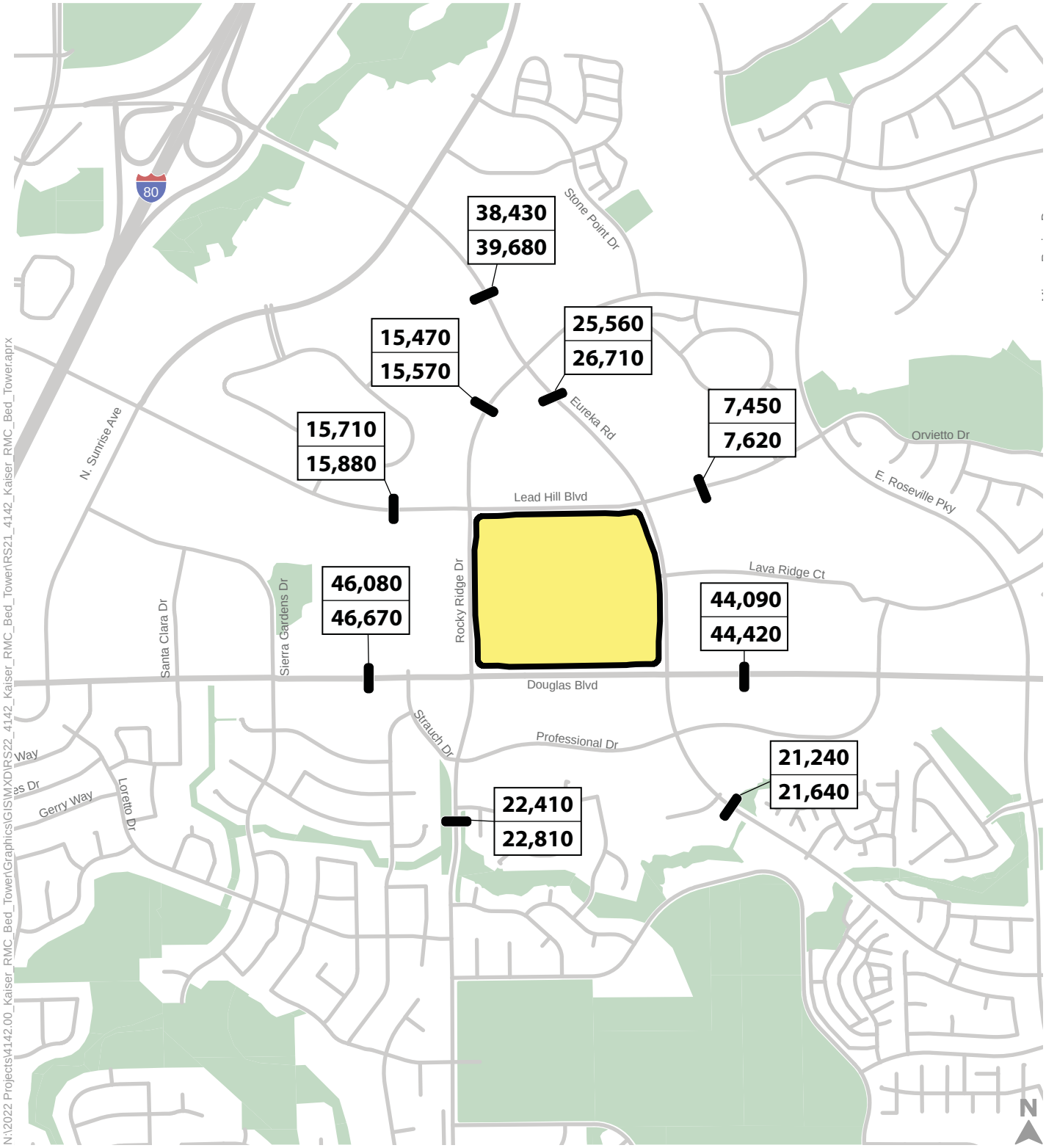
Peak Hour Traffic Volumes and Lane Configurations - Baseline (2020) Conditions

Baseline Plus Project Conditions

New vehicle trips generated by the proposed Project are assigned to the study intersections and Campus driveways in accordance with the project travel characteristics presented in Chapter 4 (Project Travel Characteristics). Specifically, the trips generated by the Project (see **Table 6**) are assigned to the roadway network according to the trip distribution presented in **Figure 12** (weekday daily), **Figure 13** (weekday AM peak hour), and **Figure 14** (weekday PM peak hour). The net increase in trips to the Campus generated by the Project are assigned to the new parking garage, which generally results in an increase in trips using the Lead Hill Boulevard and Eureka Road driveways (Driveways 2 and 3). The project trip assignment also considers the permitted turn movements (i.e., right-turn only restrictions) at the Campus driveways.

The net increase in Project trips are added to the baseline (2020) traffic volumes to yield baseline plus project forecasts. **Figure 17** presents the baseline plus project daily traffic forecasts on major roadways in the study area. These daily traffic volumes are presented for informational purposes only and not used for a roadway capacity or LOS analysis.

Figure 18 presents the weekday AM and PM peak hour project trip assignment at each study intersection. These Project trips are added to the baseline (2020) turning movement volumes (see **Figure 16**) to yield the baseline plus project weekday AM and PM peak hour forecasts at study intersections (see **Figure 19**). **Figure 20** presents the weekday AM and PM peak hour traffic forecasts at the Campus driveways under baseline plus project conditions.



Kaiser Permanente Roseville Medical Center Campus

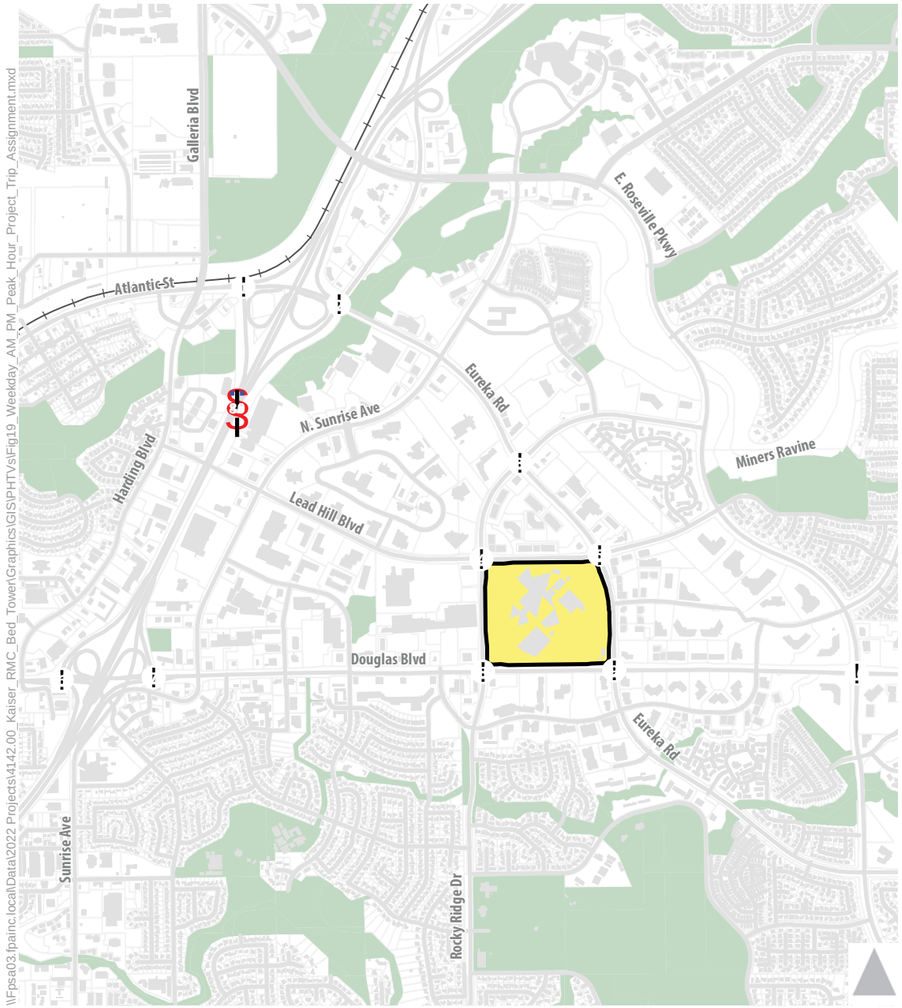
x,xxx
x,xxx

Baseline (2019) Daily Traffic Volumes

Baseline Plus Project Daily Traffic Forecasts

Figure 18

Baseline Plus Project Daily Traffic Forecasts



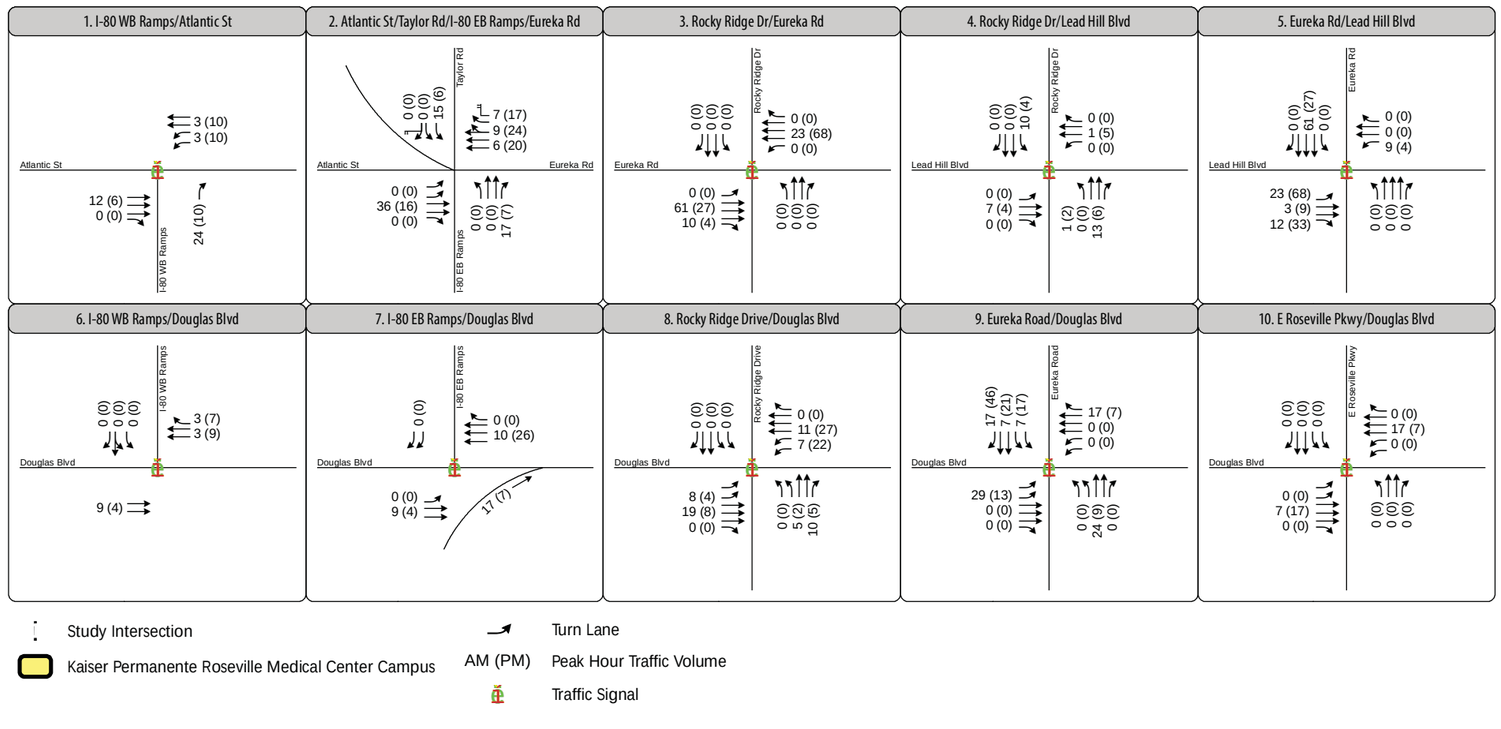
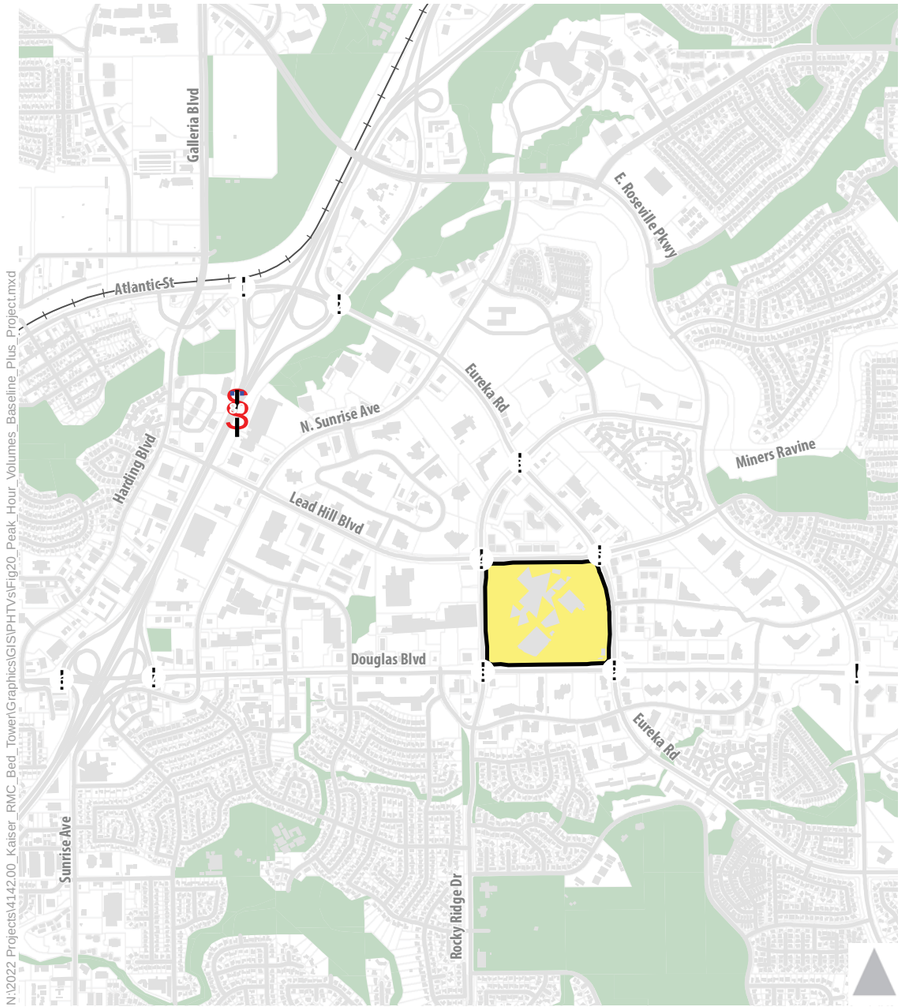
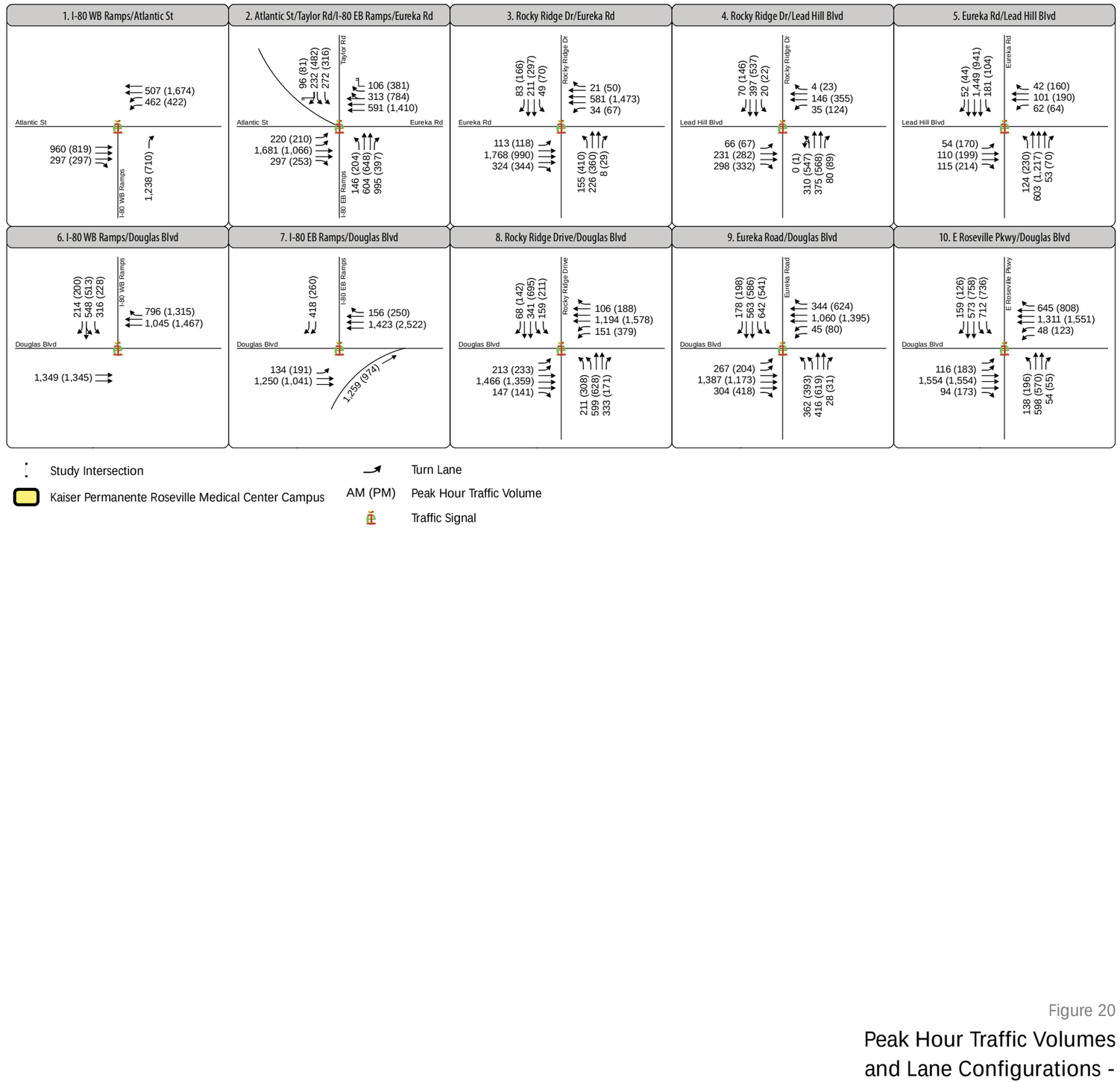


Figure 19

Weekday AM and PM Peak Hour
Project Trip Assignment





Study Intersection

Kaiser Permanente Roseville Medical Center Campus

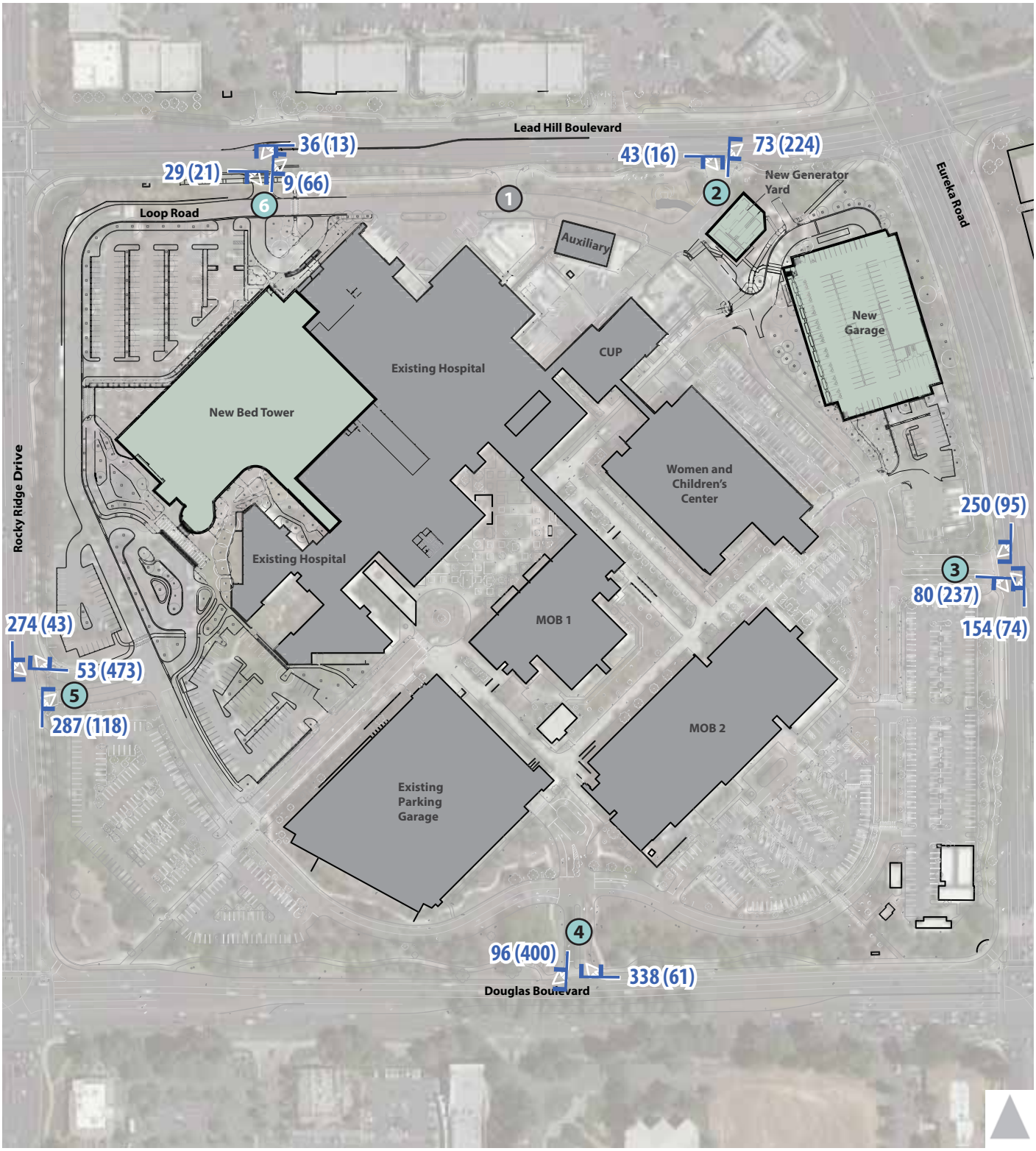
Turn Lane

AM (PM) Peak Hour Traffic Volume

Traffic Signal

Figure 20

Peak Hour Traffic Volumes and Lane Configurations - Baseline Plus Project Conditions



Permitted Turning Movement

AM (PM) Traffic Volume

1 Existing Campus Driveway

1 Closed Campus Driveway

1 New Campus Driveway

Figure 21

KPRMC Campus - Baseline Plus Project Driveway Forecasts

Table 9 presents the weekday AM and PM peak hour traffic operations at the study intersections under baseline plus project conditions (refer to **Appendix E** for detailed calculations). This table shows seven of the 10 study intersections operate continue to operate at LOS D or worse during the weekday AM and/or PM peak hours. However, none of the intersections degrade from their baseline LOS.

Table 9: Peak Hour Intersection Operations – Baseline Plus Project Conditions

Intersection	Traffic Control	Peak Hour	Baseline (2020) Conditions		Baseline Plus Project	
			Delay[1]	LOS[2]	Delay[1]	LOS[2]
1. Atlantic St. / I-80 Westbound On-Ramp	Signal	AM	5.7	A [3]	5.8	A [3]
		PM	10.2	B	9.4	A
2. Eureka Rd. / Taylor Rd./I-80 Eastbound Ramps	Signal	AM	24.7	C [3]	25.3	C [3]
		PM	**54.0**	**D**	**51.2**	**D**
3. Eureka Rd. / Rocky Ridge Dr.	Signal	AM	**40.7**	**D**	**42.5**	**D**
		PM	31.4	C	31.3	C
4. Lead Hill Blvd. / Rocky Ridge Dr.	Signal	AM	17.4	B	17.6	B
		PM	27.7	C	28.0	C
5. Lead Hill Blvd. / Eureka Rd.	Signal	AM	**36.6**	**D**	**37.1**	**D**
		PM	**40.9**	**D**	**41.5**	**D**
6. Douglas Blvd. / I-80 Westbound Ramps	Signal	AM	21.2	C	21.2	C
		PM	**42.0**	**D**	**44.5**	**D**
7. Douglas Blvd. / I-80 Eastbound Ramps	Signal	AM	6.4	A [3]	6.5	A [3]
		PM	9.1	A	9.7	A
8. Douglas Blvd. / Rocky Ridge Dr.	Signal	AM	22.5	C	22.6	C
		PM	**43.1**	**D**	**40.1**	**D**
9. Douglas Blvd. / Eureka Rd.	Signal	AM	**40.4**	**D**	**41.0**	**D**
		PM	**40.2**	**D**	**44.8**	**D**
10. Douglas Blvd. / E. Roseville Pkwy.	Signal	AM	**39.8**	**D**	**39.9**	**D**
		PM	**48.2**	**D**	**48.1**	**D**

Notes:

BOLD indicates LOS D or worse operations.

1. Average control delay for signalized intersections is the weighted average for all movements.
2. LOS = level of service calculated per the thresholds presented in Table 7.
3. Intersection analyzed using the HCM 2000 methodology due to unique intersection configurations that are incompatible with the HCM 6th Edition and HCM 2010 methodology.

Source: Fehr & Peers, 2022.

The results presented in **Table 9** show delay decreasing slightly at a couple study intersections during the PM peak hour. This slight decrease is likely the result of adding traffic to movements that experience less delay than the overall intersection average (i.e., resulting in a slight decrease in the weighted average), and variation that occurs when averaging the results of multiple microsimulation model runs.

Overall, the results presented in **Table 9** show the addition of Project trips is not expected to degrade traffic operations at any study intersection. All study intersections that operate at an acceptable LOS C or better continue to operate acceptably with the Project. Similarly, all study intersections that operate at LOS D or worse do not degrade to a worse LOS grade with the addition of Project trips. Therefore, the Project is not expected to have a substantial effect on traffic operations at signalized intersections in the study area.

7. Project Access and Circulation

This chapter presents an evaluation of the Campus access points and on-site Campus circulation. Specifically, this study evaluates the following:

- Estimate maximum vehicle queue lengths for outbound movements at Campus driveways.
- Estimate maximum vehicle queue lengths for left-turn ingress movements at Campus driveways.
- Evaluate proposed Campus access changes on Lead Hill Boulevard.
- Review of internal Campus circulation.

Driveway Throat Depth Evaluation

This study analyzes outbound vehicle queues to assess whether the Campus driveways provide adequate storage (i.e., driveway throat depth) to accommodate weekday AM and PM peak hour demand. **Table 10** presents the maximum outbound vehicle queues at the Campus driveways under baseline and baseline plus project conditions (refer to **Appendix F** for technical calculations). Note that baseline conditions results are based on Campus driveway counts collected in May 2019, consistent with traffic data presented in **Figure 7** and **Table 2**.

Table 10: Maximum Outbound Vehicle Queues at Campus Driveways

Driveway	Throat Depth[1]	Peak Hour	Maximum Vehicle Queue Length[2]	
			Baseline (2019) Conditions	Baseline Plus Project
Driveway 1 (Lead Hill Boulevard (center))	35 feet	AM	25 feet	Driveway Closed with Project
		PM	**75 feet**	
Driveway 2 (Lead Hill Boulevard (east))	125 feet	AM	50 feet	75 feet
		PM	100 feet	**150 feet**
Driveway 3 (Eureka Road)	150 feet	AM	75 feet	75 feet
		PM	150 feet	**175 feet**
Driveway 4 (Douglas Boulevard)	110 feet	AM	100 feet	100 feet
		PM	**275 feet**	**275 feet**
Driveway 6 (Lead Hill Boulevard (proposed – west))	35 feet	AM	Driveway Does Not Exist	25 feet
		PM		**75 feet**

Notes:

1. Driveway throat depths estimated based on aerial imagery and Campus site plan provided by the project applicant.
2. Maximum queue based on Exhibit 4-2 "Minimum Required Throat Depth for Right-Turn Only Movements (Unsignalized Project Driveways)" from the *City of Roseville Design and Construction Standards* (see **Appendix F**). Queue length in feet estimated assuming each vehicle occupies on average 25 feet of space.

BOLD indicates maximum vehicle queue exceeds the driveway throat depth.

Source: Fehr & Peers, 2022.

This analysis applies the nomograph shown as Exhibit 4-2 ("Minimum Required Throat Depth for Right-Turn Only Movements (Unsignalized Project Driveways)") from the *City of Roseville Design and Construction Standards*. Note that inbound vehicle queues are not evaluated since inbound movements do not yield at the Loop Road and field observations indicate minimal vehicle queues for entering traffic. Similarly, Driveway 5 on Rocky Ridge Drive is not evaluated since: (1) the outbound right-turn is a channelized free movement; (2) field observations indicate the driveway provides adequate storage for the occasional outbound queue when vehicles yield to northbound traffic on Rocky Ridge Drive; and (3) the driveway would experience a minimal increase in trips with the Project (one additional AM peak hour trip and two additional PM peak hour trips).

The following is recommended based on the results in **Table 10** (see **Figure 25**):

- Add "Keep Clear" pavement markings and "Do Not Block Intersection" signage (CAMUTCD R10-7) at the Loop Road intersection with Driveway 6 (i.e., new driveway on Lead Hill Boulevard).[3]
- Add "Do Not Block Intersection" signage (CAMUTCD R10-7) to the southbound stop sign on the Loop Road at the intersection with Driveway 3 (i.e., Eureka Road driveway).[4]

Table 10 shows that the maximum vehicle queue at Driveway 4 extends beyond the Loop Road intersection during the weekday PM peak hour. However, the Project does not add to this maximum queue and improvements to reduce vehicle queues are infeasible;[5] therefore, no changes are recommended.

Table 10 shows that maximum vehicle queue length is 25 feet more than the provided throat depth at Driveways 2 and 3 under baseline plus project conditions. Field observations at these driveways show that the maximum queue occurs infrequently, and that vehicle queues are often a "rolling queue" as vehicles find gaps on the adjacent roadway. Therefore, these maximum queues are unlikely to greatly impact circulation on the Loop Road or inbound movements onto the Campus. When maximum queue events occur, the queue would shorten relatively quickly as vehicles depart the driveway onto the major roadway.

Left-Turn Ingress Movements

This study analyzes the maximum left-turn ingress vehicle queues to assess the adequacy of left-turn storage to accommodate weekday AM and PM peak hour demand. **Table 11** presents the maximum vehicle queues for left-turn ingress movements under baseline and baseline plus project conditions (refer to **Appendix F** for technical calculations). All left-turn ingress movements occur at unsignalized locations where the left-turns yield to on-coming traffic. Therefore, this study estimates the maximum vehicle

[3] Relocation of the Loop Road to increase throat depth is not feasible due to the proximity of existing parking.

[4] This signage is only recommended for this approach because southbound motorists queuing in the intersection could potentially block the flow of inbound traffic. This would not occur on northbound approach.

[5] Relocation of the Loop Road to increase throat depth is not feasible due to the proximity of the existing parking garage and MOB II. Reconfiguring Driveway 4 to provide free right-turn movements for outbound trips is infeasible since it would create a potentially hazardous weaving section between Driveway 4 and Rocky Ridge Drive on Douglas Boulevard.

queues for these left-turns using the *Estimation of Maximum Queue Lengths at Unsignalized Intersections* (ITE Journal, November 2001) methodology. Note that baseline conditions results are based on Campus driveway counts collected in May 2019, consistent with traffic data presented in **Figure 7** and **Table 2**.

Table 11: Maximum Vehicle Queues – Left-Turn Ingress at Campus Driveways

Movement/Driveway	Storage[1]	Peak Hour	Maximum Vehicle Queue Length[2]	
			Baseline (2019) Conditions	Baseline Plus Project
Westbound left-turn at Driveway 1 (Lead Hill Boulevard)	125 feet[3]	AM	75 feet	Driveway Closed with Project
		PM	50 feet	
Northbound left-turn at Driveway 3 (Eureka Road)	200 feet	AM	100 feet	150 feet
		PM	100 feet	100 feet
Southbound left-turn at Driveway 5 (Rocky Ridge Drive)	225 feet[4]	AM	200 feet	225 feet
		PM	100 feet	100 feet
Westbound left-turn at proposed Driveway 6 (Lead Hill Boulevard)	225 feet	AM	Driveway Does Not Exist	75 feet
		PM		50 feet

Notes:

1. Left-turn pocket storage estimated based on aerial imagery and Campus site plan provided by the project applicant. Represents the striped left-turn length (i.e., excludes taper).
2. Maximum queue based on Estimation of Maximum Queue Lengths at Unsignalized Intersections (ITE Journal, November 2001) methodology. See **Appendix F** for calculations.
3. Left-turn occurs from a center two-way left-turn lane with no marked left-turn pocket. The storage (125 feet) represents the distance between the Lead Hill Boulevard (center) driveway and the adjacent driveway to the business park on the north side of Lead Hill Boulevard.
4. Left-turn occurs from a striped left-turn lane within a center two-way left-turn lane. The storage (225 feet) represents the striped left-turn lane length, although approximately 200 feet of additional storage (i.e., 425 feet total) is available within the center two-way left-turn lane before a raised median prevents entry into the center two-way left-turn lane.

Source: Fehr & Peers, 2022.

Table 11 shows the left-turn pockets analyzed for this study provide adequate storage to accommodate the maximum vehicle queues during the weekday AM and PM peak hours under both baseline (2019) and baseline plus project conditions.

Lead Hill Boulevard Access Evaluation

The Project's proposed closure of Driveway 1 and addition of Driveway 6 on Lead Hill Boulevard would address several issues:

- Driveway 1 is currently located on the south of Lead Hill Boulevard about 150 feet west of an existing business park driveway on the north side of the street. This "offset" is inconsistent with City design standards, as described in Impact 5 (see above).

- The Project would eliminate Driveway 1 and construct Driveway 6 on Lead Hill Boulevard. The proposed location of Driveway 6 is consistent with City design standards, as described in Impact 1 and Impact 5 above.
- Since Driveway 1 currently permits all movements (see **Figure 2**), it would have experienced in a notable increase in traffic demand given its proximity to the new parking garage if it remained in its current configuration, particularly for left-turn ingress and egress movements. This would have increased potential left-turn ingress conflicts in the existing center two-way left-turn lane given the proximity to the business park driveway.
- Driveway 1's short throat depth (see **Table 10**) would have resulted in vehicle queues that would potentially block inbound traffic and hinder circulation on the internal Loop Road.
- Driveway 6 is located further from the new parking garage and prohibits outbound left-turns. This results in lower traffic demand, which is particularly important given the driveway's short throat depth necessitated by the proximity of the internal Loop Road and need to maintain nearby parking.

In addition to the Project's proposed changes, this study recommends the following off-site modifications to Lead Hill Boulevard (see **Figure 22**):

1. Widen and extend the existing raised median in the eastbound left-turn pocket approaching Eureka Road as shown on **Figure 22**.
2. Add a "No U-turn" sign (CAMUTCD R3-4) facing westbound traffic in the widened median.
3. Configure westbound left-turn pocket at Driveway 6 with raised medians as shown on **Figure 22** to prevent outbound trips from the business park driveway on the north side of Lead Hill Boulevard from using it.

Recommendations 1 and 2 above address potential inappropriate vehicle movements at Driveway 2. Although Driveway 2 is designed for right-in/right-out access, the traffic counts show occasional drivers making left-turn ingress and egress movements. Drivers can conceivably make these left-turn movements since the raised median on Lead Hill Boulevard is narrow and ends approximately 50 feet west of Driveway 2 where it transitions into a center two-way left-turn lane. With the addition of the new parking garage, potential demand to make these left-turn movements may increase. Recommendations 1 and 2 would discourage and reduce the occurrence of these left-turn movements.

Similarly, drivers leaving the business park driveway opposite Driveway 6 may be inclined to cleverly maneuver into the new westbound left-turn pocket. Recommendation 3 above is intended to discourage this movement.

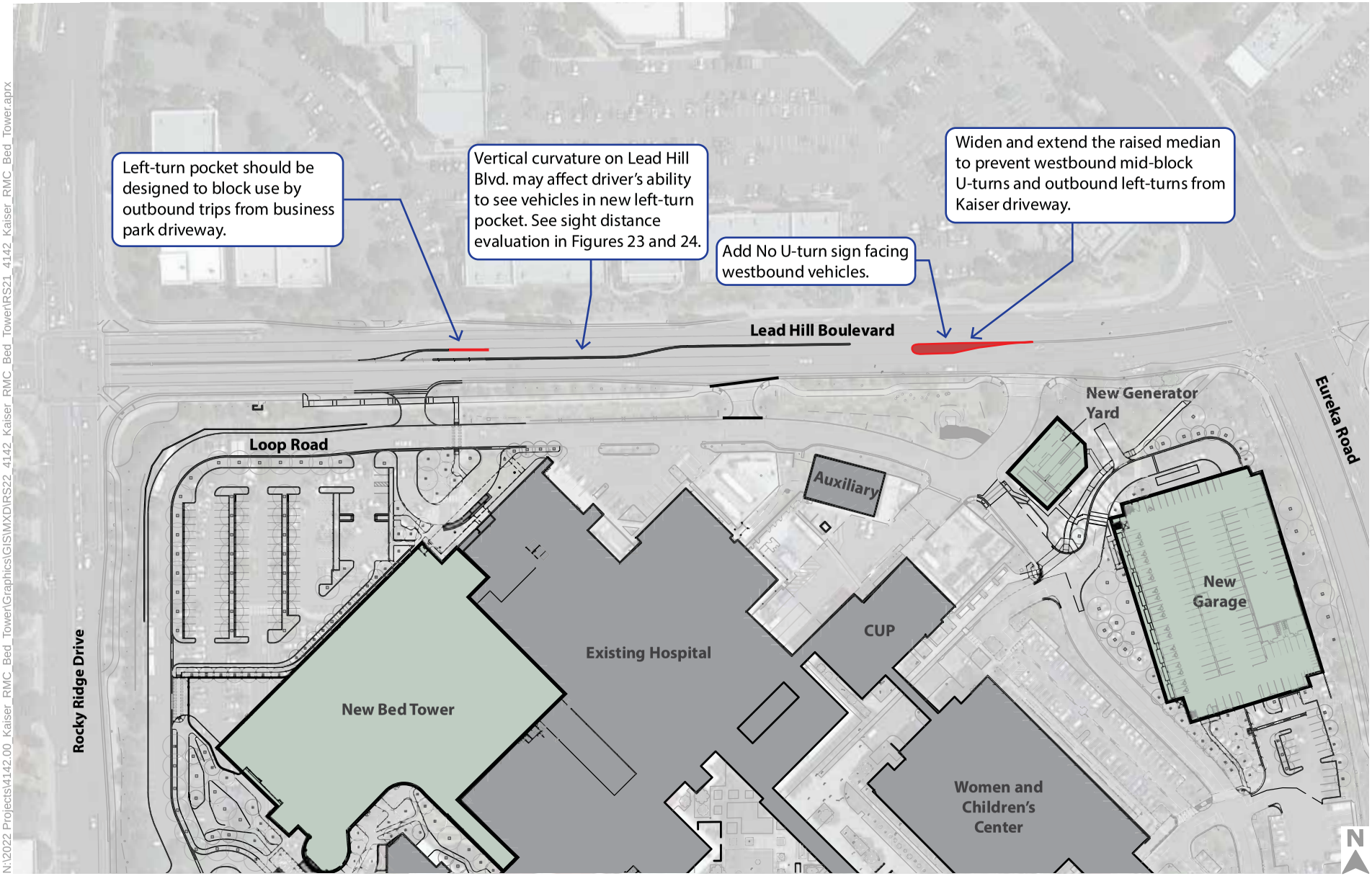


Figure 22

Lead Hill Boulevard Recommendations

Sight Distance Evaluation

Lead Hill Boulevard features a crest vertical curve along the Campus's frontage, which may affect a westbound driver's sight lines of vehicles waiting in the proposed westbound left-turn pocket at Driveway 6. Therefore, this study conducts a stopping sight distance evaluation using guidance from *A Policy on Geometric Design of Highways and Streets, 7th Edition* (American Association of State Highway and Transportation Officials (AASHTO)), also known as the "AASHTO Green Book."

The stopping sight distance analysis considers following data and guidance from Section 3.2 of the AASHTO Green Book:

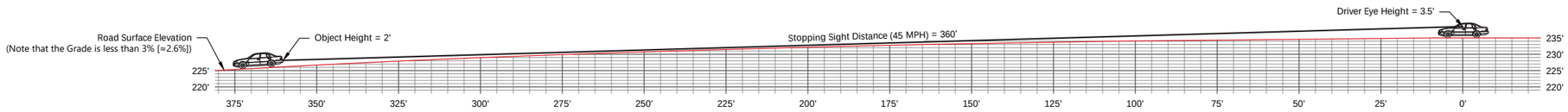
- The City of Roseville Engineering and Traffic Survey of Lead Hill Boulevard identifies an 85th percentile speed of 44.9 MPH for this roadway segment. Therefore, this stopping sight distance analysis uses a design speed of 45 MPH (i.e., 5 MPH above the posted 40 MPH speed limit), which correlates to a stopping sight distance of 360 feet per Table 3-1 of the AASHTO Green Book.
- The height of the driver's eye is considered to be 3.5 feet above the road surface, per section 3.2.6.1 of the AASHTO Green Book.
- The height of object is considered to be 2.0 feet above the road surface, per section 3.2.6.2 of the AASHTO Green Book.

The degree of slope on Lead Hill Boulevard progressively increases as it travels west from its high point near Driveway 1 towards the proposed Driveway 6. Based on an iterative review of placement of driver eye and subject vehicle along Lead Hill Boulevard, a single vehicle queued in the proposed westbound left-turn pocket represented a "worst-case" scenario for driver sight lines. **Figure 23** presents the stopping sight distance analysis for a single vehicle queue in the westbound left-turn pocket.

This study also evaluates stopping sight distance for the forecasted maximum three vehicle queue in the proposed westbound left-turn pocket. **Figure 24** presents the stopping sight distance analysis for this condition.

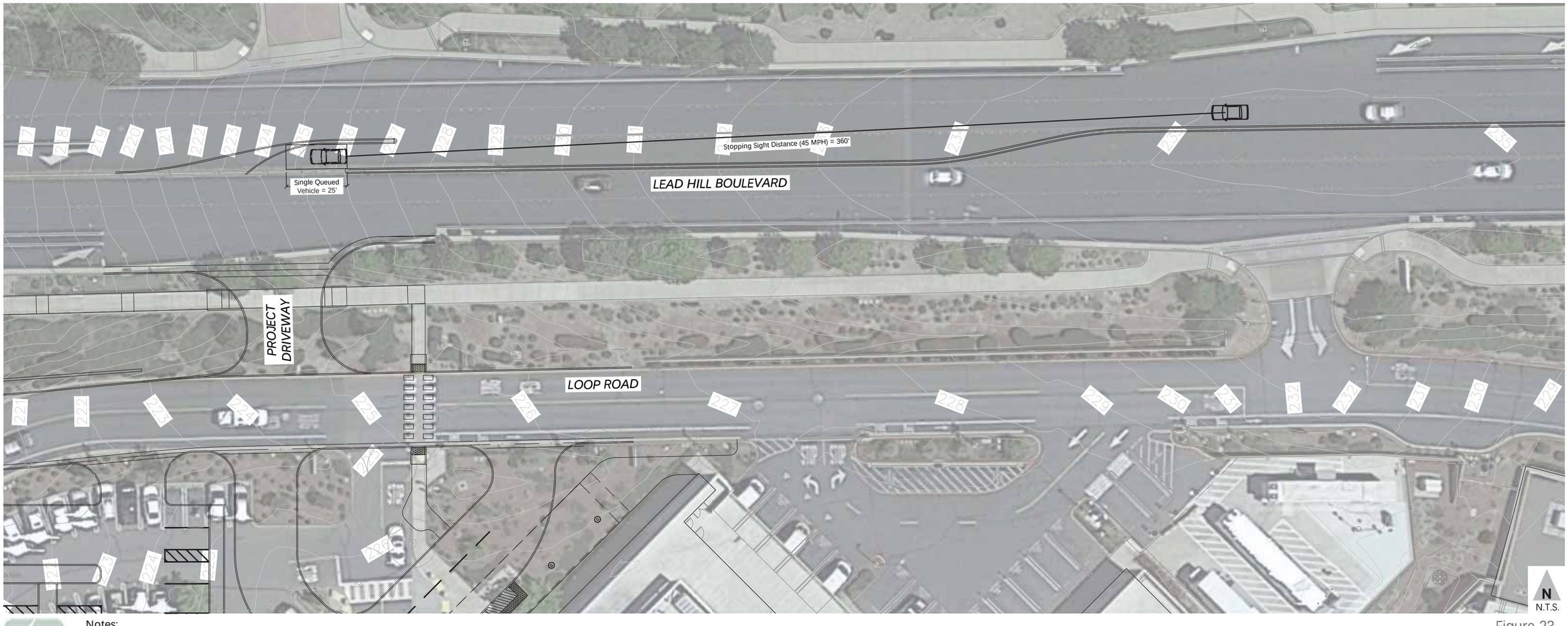
Figure 23 and **Figure 24** indicate that the driver sightline (shown in black) would remain above the pavement (shown in red) for the entirety of the sightline. Therefore, the proposed placement and design of Driveway 6 would provide adequate stopping sight distance per the AASHTO Green Book standards.

Motorists waiting in the westbound left-turn lane at Driveway 6 would have an adequate sightline of oncoming eastbound traffic due to the considerable drop in grade immediately west of the driveway. The Lead Hill Boulevard / Rocky Ridge Drive intersection's elevation is about 10 feet below that of the westbound left-turn into Driveway 6.



Stopping Sight Distance on Crest Vertical Curve

Stopping Sight Distance Calculated Per 'The Green Book, A Policy on Geometric Design of Highways and Streets' AASHTO 2018, 7th Edition, Chapter 3.2 Sight Distance



Notes:

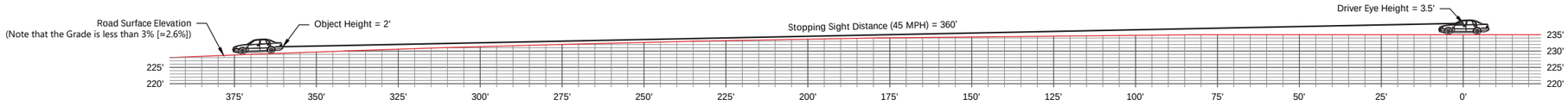
1. Topographic Map of Lead Hill Boulevard and Site Plan Base Mapping Provided by BKF Engineers, August 2022
2. On-Site Measurements Have Not Been Performed to Confirm this Finding.

CONCEPTUAL - NOT FOR CONSTRUCTION. ADDITIONAL
DETAILED ANALYSIS AND ENGINEERING DESIGN REQUIRED.

Figure 23

Stopping Sight Distance
Lead Hill Boulevard - Westbound 25' Queue

CADD FILE: \\Fpsd03.fpsinc.local\Data\2022 Projects\4142.00_Kaiser_RMC_Bed_Tower\CAD\x-4142-sight-distance.dwg
Aug 15, 2022



Stopping Sight Distance on Crest Vertical Curve

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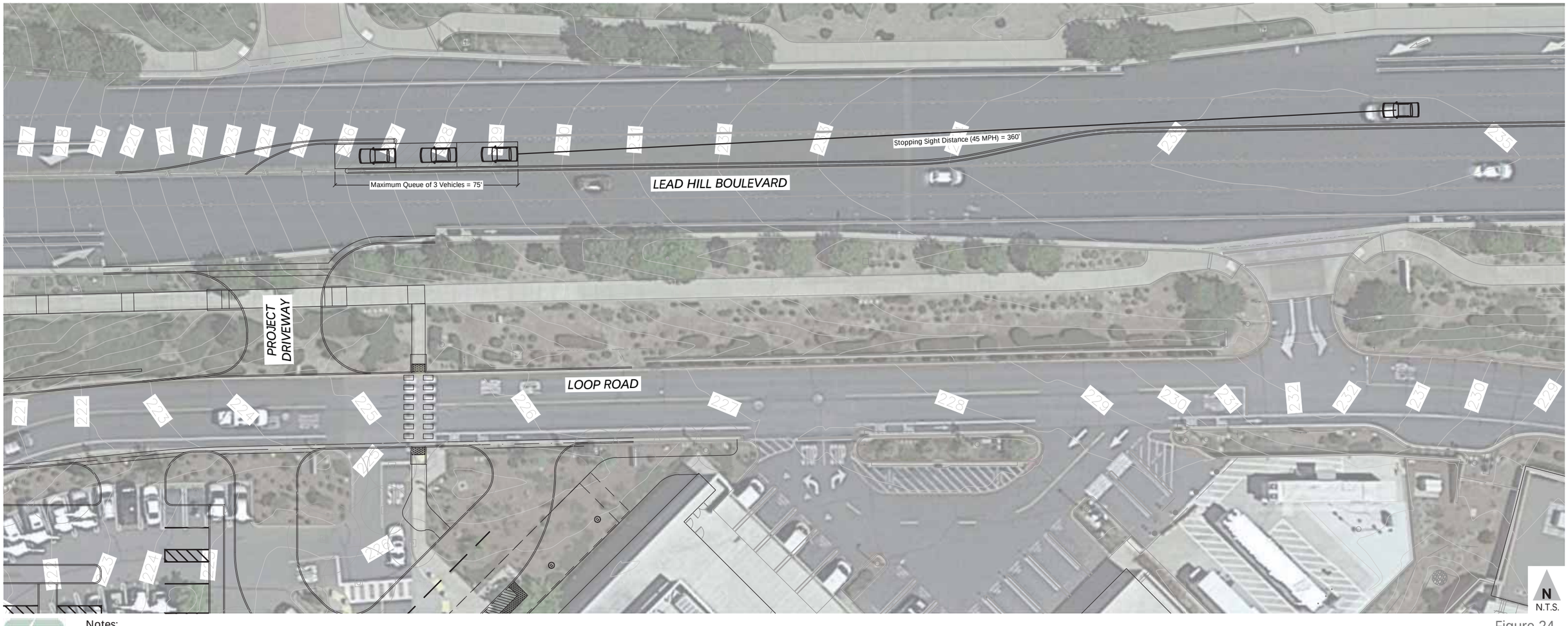

Notes:

1. Topographic Map of Lead Hill Boulevard and Site Plan Base Mapping Provided by BKF Engineers, August 2022
2. On-Site Measurements Have Not Been Performed to Confirm this Finding.

CONCEPTUAL - NOT FOR CONSTRUCTION. ADDITIONAL DETAILED ANALYSIS AND ENGINEERING DESIGN REQUIRED.

Figure 24

Stopping Sight Distance
Lead Hill Boulevard - Westbound 75' Queue

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Aug 15, 2022

Campus Circulation Evaluation

Figure 4 shows the Project's proposed changes to Campus circulation, including the relocation of the Loop Road, a new main hospital entrance and drop off area, and new or relocated pedestrian crossings. **Figure 5** shows the vehicular and pedestrian circulation with the proposed Project.

Vehicular Circulation

The Loop Road would continue to provide vehicular circulation around the perimeter of the KPRMC Campus. The Loop Road would provide direct access to most parking areas on the Campus, including the reconfigured surface parking lots in the northwest portion of the Campus and the new parking garage. Existing parking access points along the Loop Road are either side-street or all-way stop-controlled. Therefore, this study recommends that the new or modified access points along the Loop Road also be stop-controlled at locations shown in **Figure 25**.

Pedestrian Circulation

The Project proposes sidewalks along the inside of the relocated Loop Road in the northwest quadrant of the Campus. **Figure 3** and **Figure 5** show crosswalks across the Loop Road connecting to surface parking lots, adjacent roadways, and Project components, such as the generator yard and new parking garage.

An existing crosswalk across the Loop Road near the ED drop off provides a pedestrian facility between the Campus and Lead Hill Boulevard. The Project site plan shows this crosswalk would remain at its current location, which is approximately 40 feet (less than two car lengths) east of the proposed new driveway, Driveway 6 (measured from edge of curb return to the center of the crosswalk). Given the location's proximity to the new driveway, westbound vehicle queues approaching Driveway 6 would periodically block the crosswalk, and eastbound vehicles yielding to a crossing pedestrian could block inbound traffic from Driveway 6. Therefore, this study recommends moving the crosswalk to the west side of Driveway 6, as described in the Recommendations below.

Recommendations

This study recommends several enhancements or modifications to facilitate on-site vehicle and pedestrian circulation. **Figure 25** illustrates these recommendations on the Campus site plan. These recommendations include:

- **Relocate the northeast drive aisle opening to Parking Lot 5 further west.** The current location is very close to the proposed Driveway 6 and entrance to the ED drop off area. This leaves minimal throat depth for eastbound vehicles queued on the Loop Road. Relocating this access provides more throat depth on the Loop Road and shifts vehicle movements into and out of Parking Lot 5 further from Driveway 6.
- **Move the crosswalk across the Loop Road and the associated sidewalk to the west side of Driveway 6.** This would address the awkward spacing and queuing issues described above

creating a more intuitive intersection design at Driveway 6. It would also provide a more logical pedestrian circulation pattern that is on the outside of the ED drop-off roadway.

- **Add "Keep Clear" pavement marking and "Do Not Block Intersection" signage at the Driveway 6 / Loop Road intersection**. Due to Driveway 6's short driveway throat, a two-vehicle queue would extend partially onto the Loop Road, and the occasional three-vehicle maximum queue would potentially block both inbound movements and circulation on the Loop Road. Therefore, this study recommends "Keep Clear" pavement markings and "Do Not Block Intersection" signage (CAMUTCD R10-7).

- **Relocate the fence and restrict landscaping height along the Loop Road to the west of the new parking garage**. The proposed northern access to the new garage would occur at the existing northern drive aisle to Parking Lot 10. A field review of this location shows the existing fence and landscaping along the east side of the Loop Road interferes with driver's sightline of approaching vehicles on the Loop Road from the south – see image taken from this location below (note that the parked vehicles in the image would be replaced with landscaping with the Project).

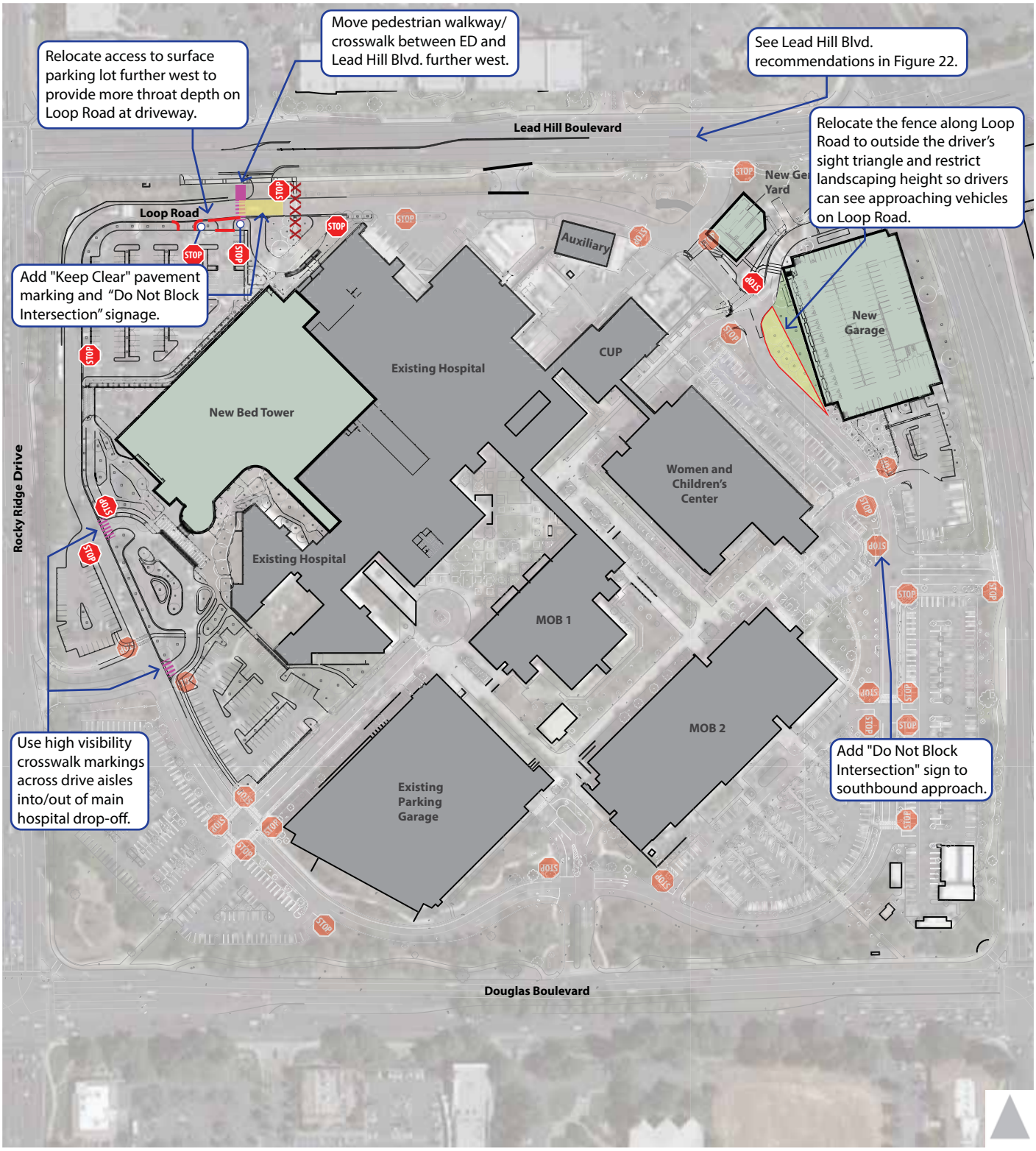
Image: Existing access to Lot 10 at Loop Road looking south. Approximate location of the proposed northern access to new garage at the Loop Road.

Although the fence is relatively short (approximately two feet tall), the descending grade of the Loop Road positions the intersection several feet below approaching vehicles. During a field visit to the location, the combination of the fence, horizontal curvature, and descending grade made approaching passenger cars on the Loop Road visible for less than one second.

Therefore, this study recommends moving the fence outside the driver's sight triangle and restricting landscape material height such that drivers can adequately see approaching vehicles on the Loop Road. **Figure 25** illustrates the area to the west of the new parking garage where landscape material should have a restricted height. The fence should also be relocated outside this area.

- **Add "Do Not Block Intersection" sign to southbound approach of Loop Road at Driveway 3**. A southbound left-turning vehicle from the Loop Road would have the potential to inhibit ingress movements if it blocks the intersection when moving to enter the back of vehicle queue. Therefore, this study recommends "Do Not Block Intersection" signage (CAMUTCD R10-7) be placed on the southbound approach.

- **Apply high visibility crosswalk marking across the drive aisles into and out of the proposed main hospital drop-off area.** The Project site plan does not show any crosswalk markings at the drive aisles into and out of the proposed new main hospital drop-off area. This study recommends high visibility crosswalk markings at these locations given the potential pedestrian demand between the new main hospital entrance and adjacent surface parking lots, and the number of vehicles entering and exiting the drop-off area.



Existing Stop Sign

New Stop Sign

Figure 25

Campus Access & Circulation Recommendations

Appendix A:
Campus Trip Generation Data

Appendix B: Consistency with Roseville General Plan EIR Assessment

FEHR PEERS

Appendix C:
City Travel Forecasting Model
Trip Generation Evaluation

FEHR PEERS

Appendix D:
Technical Calculations – Baseline Conditions

Appendix E:
Technical Calculations –
Baseline Plus Project Conditions

FEHR PEERS

Appendix F:
Technical Calculations – Queuing Analysis

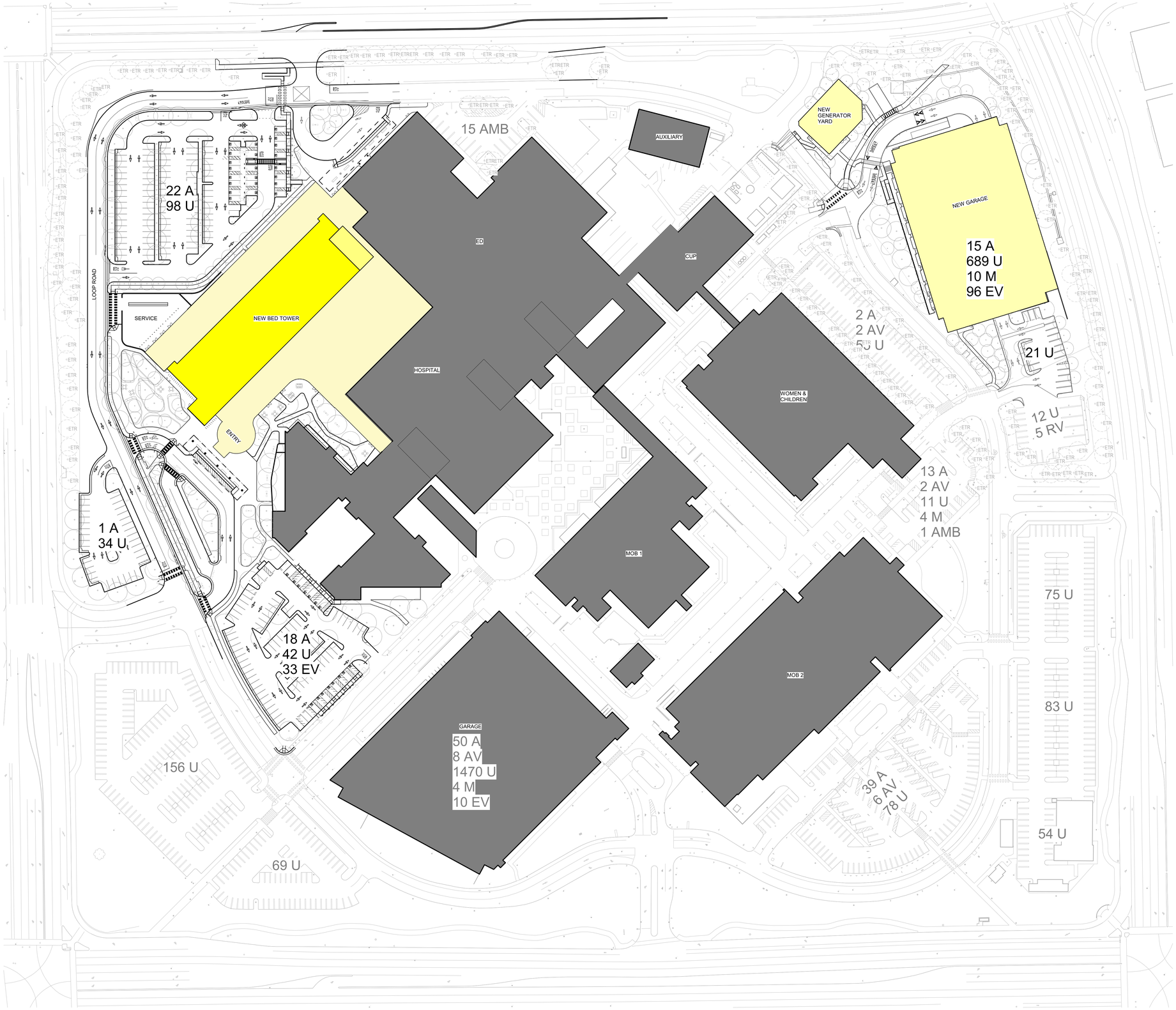
PC ATTACHMENT 3

Attachment 3 – Draft Supplemental EIR is located online at:

http://roseville.ca.us/environmentaldocuments

under Environmental Documents & Public Notices → Current Private Development Projects → Kaiser Roseville Inpatient Bed Tower Project

PC EXHIBIT F



1 OVERALL PLAN
1" = 60'-0"

Graphic Scale: 1 inch = 60 feet
0 60' 120' 180' 240'

LEGEND

	PROPERTY LINE
	EASEMENT AND SETBACK LINE
	BUILDING OVERHANG
## A	NUMBER OF ACCESSIBLE PARKING STALLS
## AV	NUMBER OF ACCESSIBLE VAN PARKING STALLS
## U	NUMBER OF UNIVERSAL STALLS
## M	NUMBER OF MOTORCYCLE STALLS
## RV	NUMBER OF RV STALLS
## AMB	NUMBER OF AMBULANCE STALLS
## EV	NUMBER OF CLEAN AIR/VANPOOL/EV STALLS

PARKING CALCULATIONS

TOTAL PARKING REQUIRED *SEE G0.00 FOR DETAILED CALCULATION*	3278
TOTAL PARKING PROVIDED	3303

TYPE	DIMENSIONS	STALL COUNT
ACCESSIBLE AND VAN ACCESIBLE STALL (A)	9' X 18'	56 [122 (E)]
UNIVERSTALL STALL (U)	9' X 18'	884 [2063 (E)]
MOTORCYCLE (M)	4' X 10'	10 [8 (E)]
AMBULANCE (AMB)	14' X 24'	0 [16 (E)]
RV (RV)	9' X 23'	0 [5 (E)]
CLEAN AIR/VANPOOL/EV (EV)		129 [10(E)]

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1	MPP STAGE 1 RESPONSE	2022-03-22
	MPP STAGE 2	2022-05-25
2	MPP STAGE 2 RESPONSE	2022-06-30
	MPP STAGE 2 RESPONSE 2	2022-08-19

Agency Approval

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	HOK Project # 17.04047.00
Date: 08/19/22	Sheet Number L1.01

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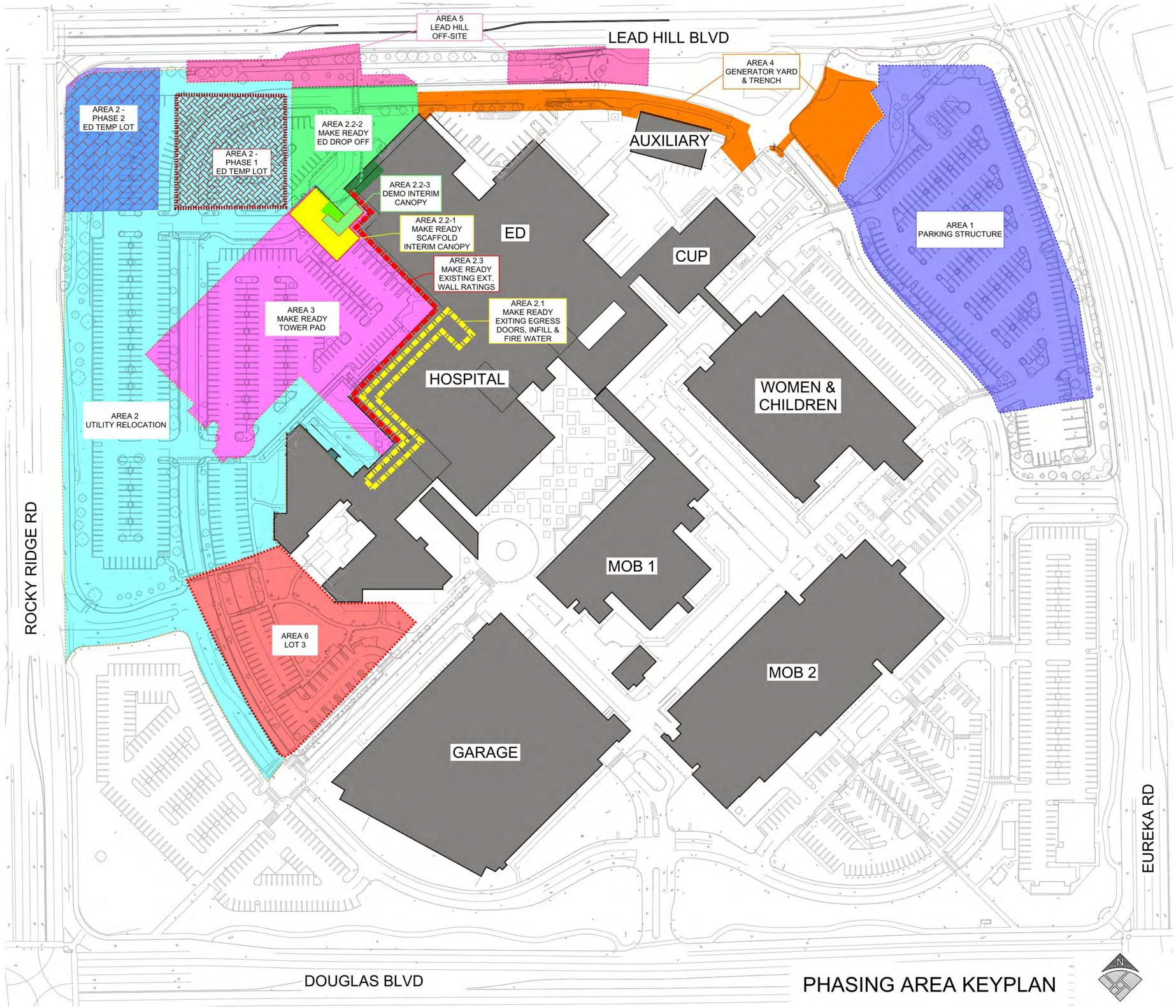

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3	MPP STAGE 2 RESPONSE 2	2022-08-19

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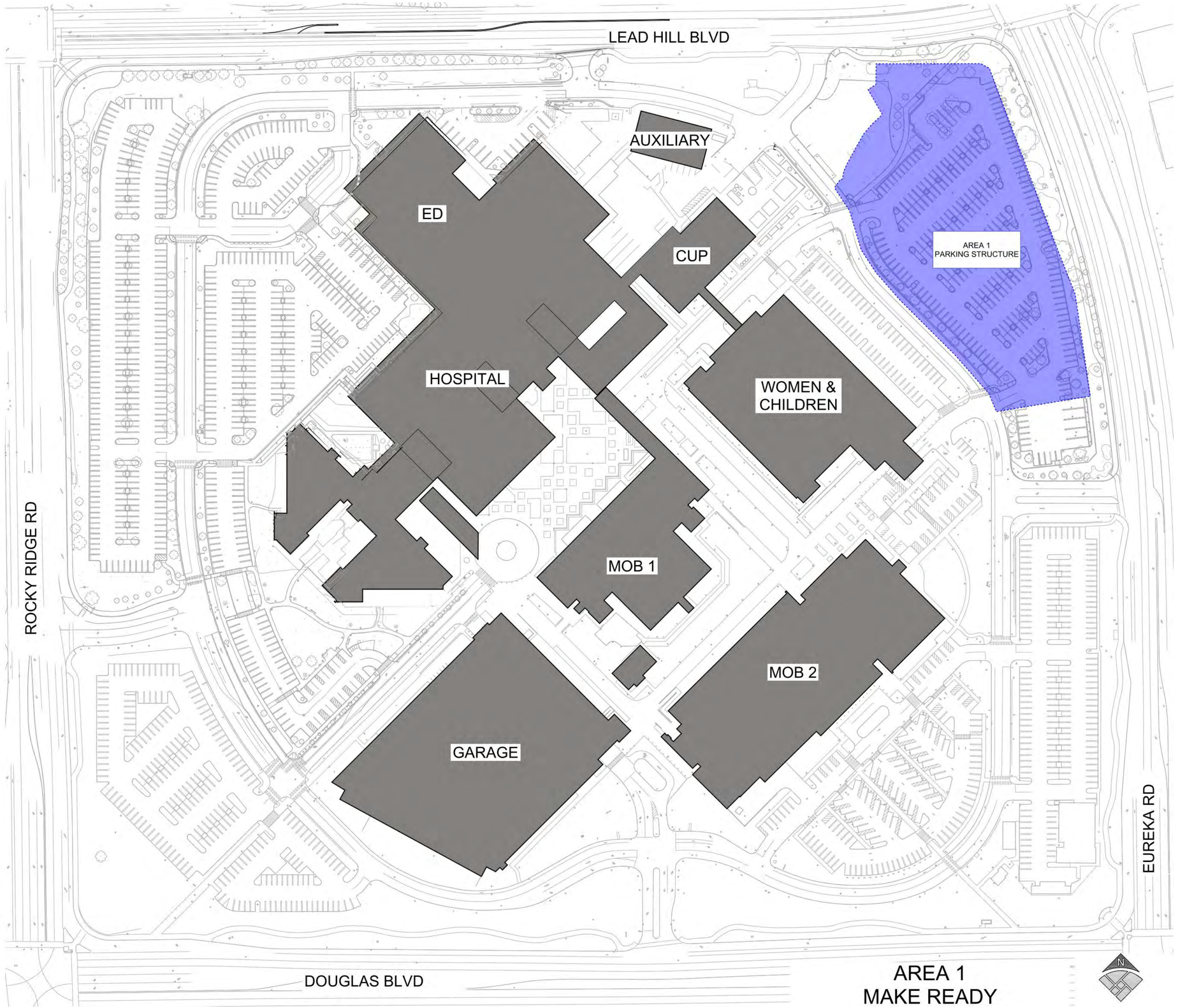

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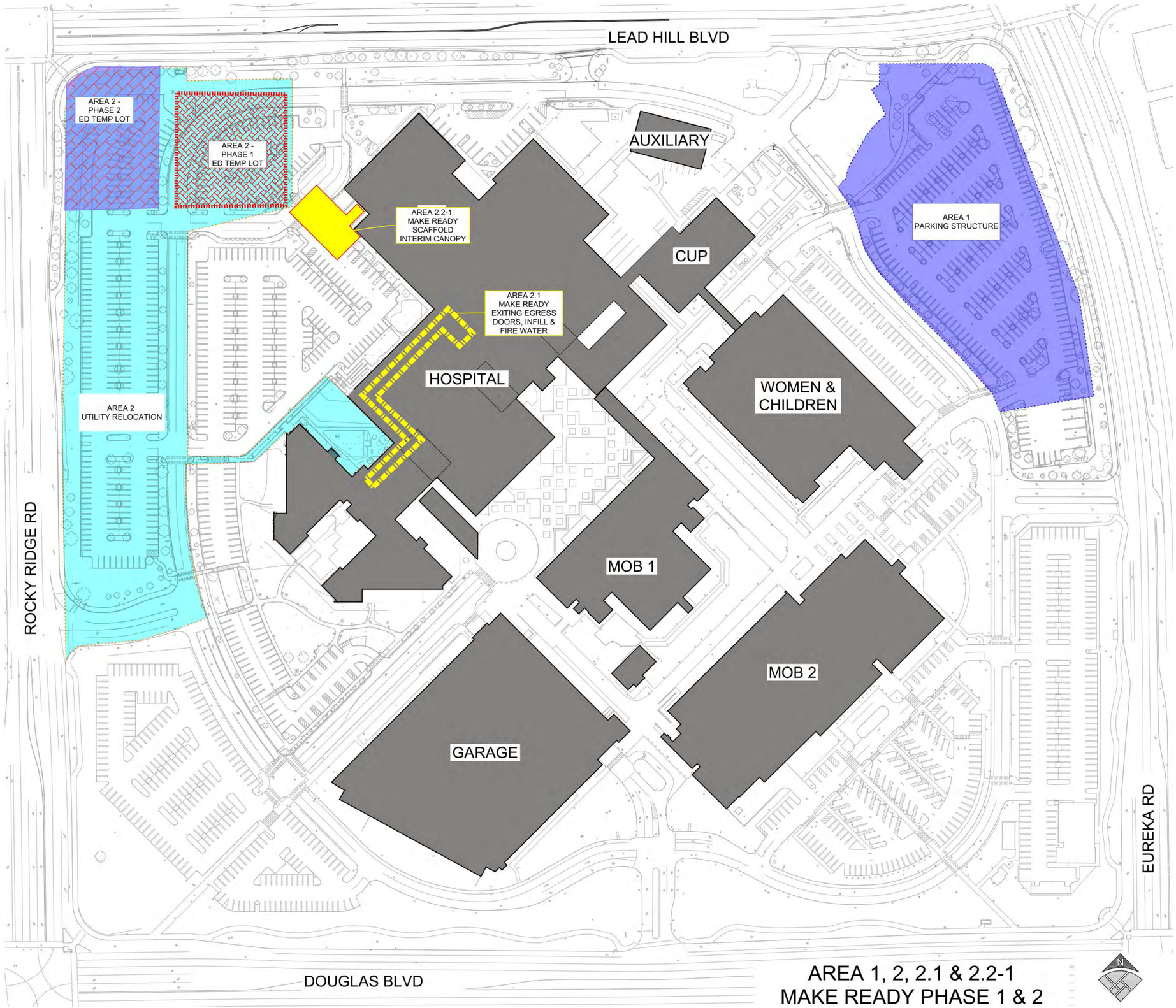

AREA 1, 2, 2.1 & 2.2-1
MAKE READY PHASE 1 & 2

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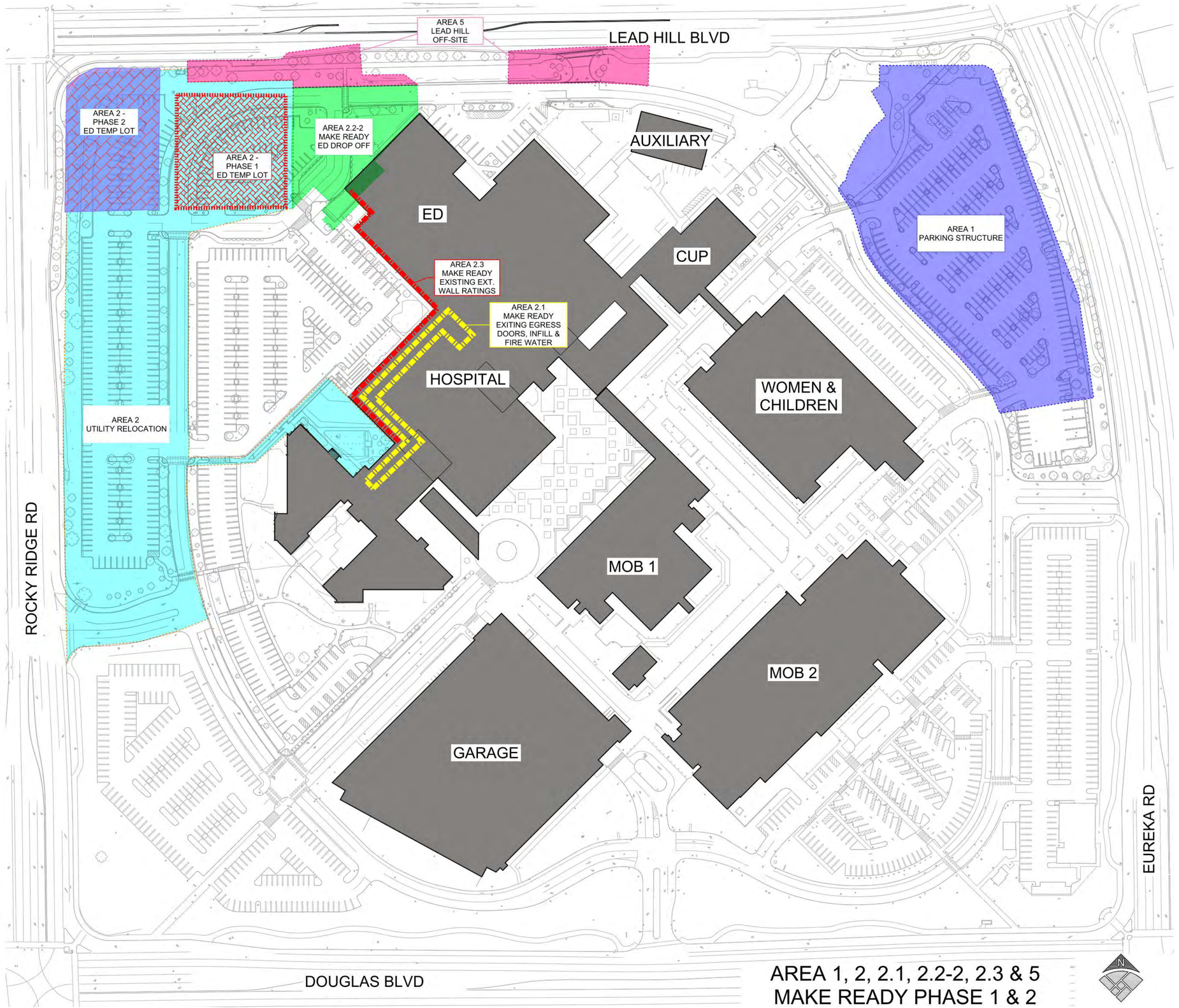

AREA 1, 2, 2.1, 2.2-2, 2.3 & 5
MAKE READY PHASE 1 & 2

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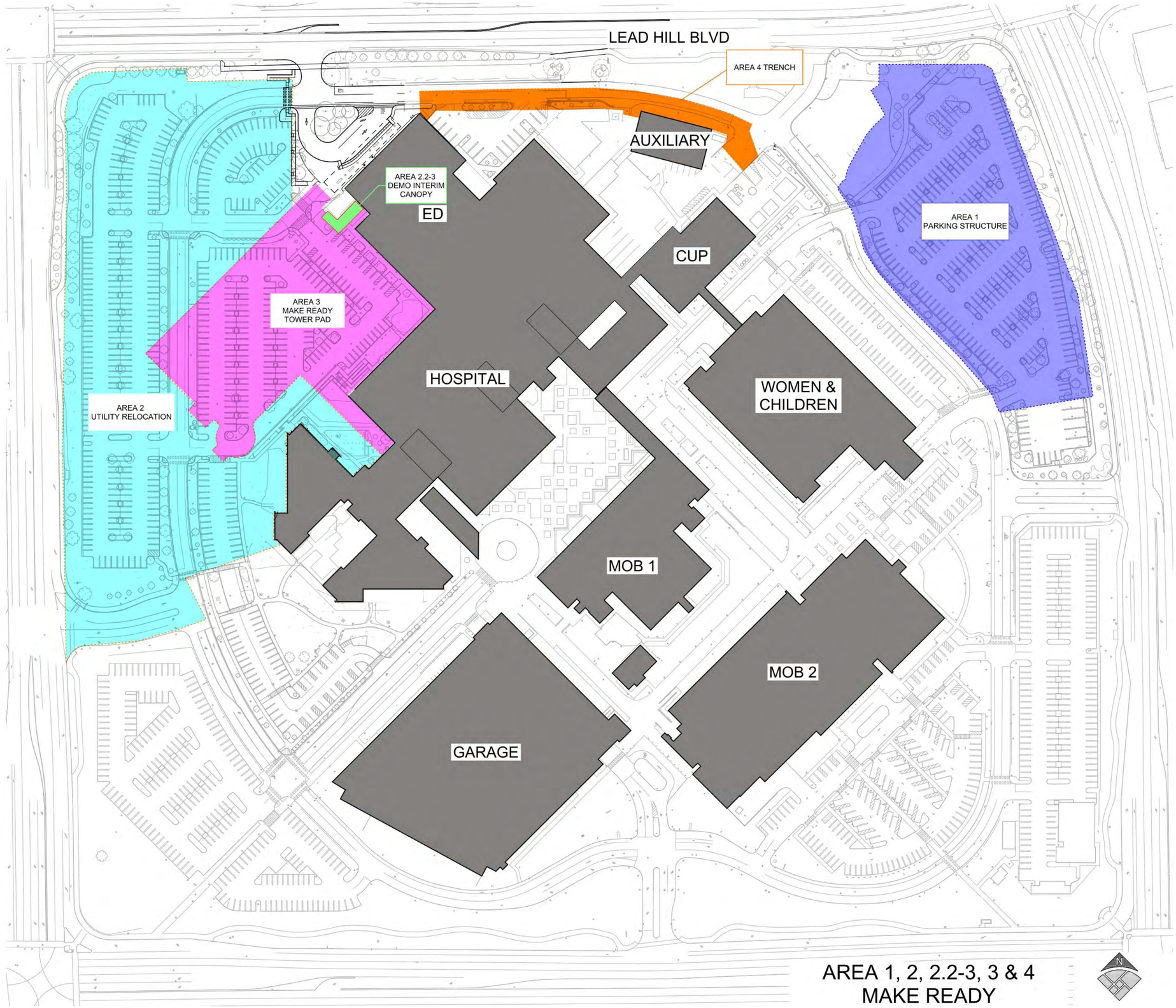

AREA 1, 2, 2.2-3, 3 & 4
MAKE READY

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No.	Revision Description	YYYY-MM-DD
	MPP STAGE 1	2022-02-07
1	MPP STAGE 1 RESPONSE	2022-03-22
	MPP STAGE 2	2022-05-25
2	MPP STAGE 2 RESPONSE	2022-06-30
3	MPP STAGE 2 RESPONSE 2	2022-08-19

Agency Approval

Key Plan

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Sheet Title
PHASING PLAN - AREA 1, 2,
2.2-3, 3 & 4 MAKE READY

Scale:

Kaiser Project # CAP015954

HOK Project # 17.04047.00

Sheet Number
G1.05

Date:
08/19/22

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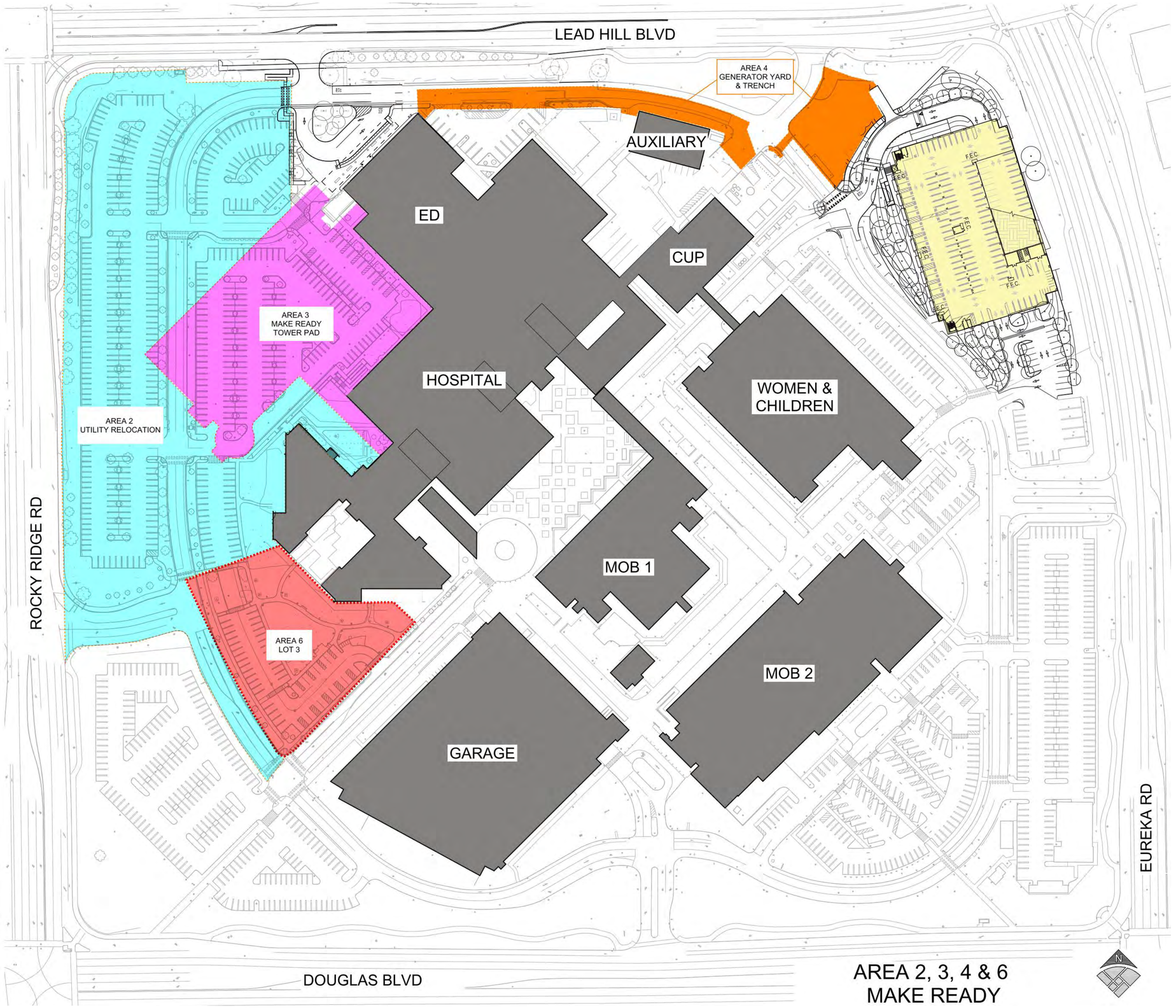
2022-10-21 9:53:36 AM



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2	MPP STAGE 2 RESPONSE	2022-06-30
3	MPP STAGE 2 RESPONSE 2	2022-08-19

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Sheet Title
PHASING PLAN - AREA 2, 3,
4 & 6 MAKE READY

Scale:	Kaiser Project # CAP015954
	HOK Project # 17.04047.00
	Sheet Number
Date: 08/19/22	G1.06

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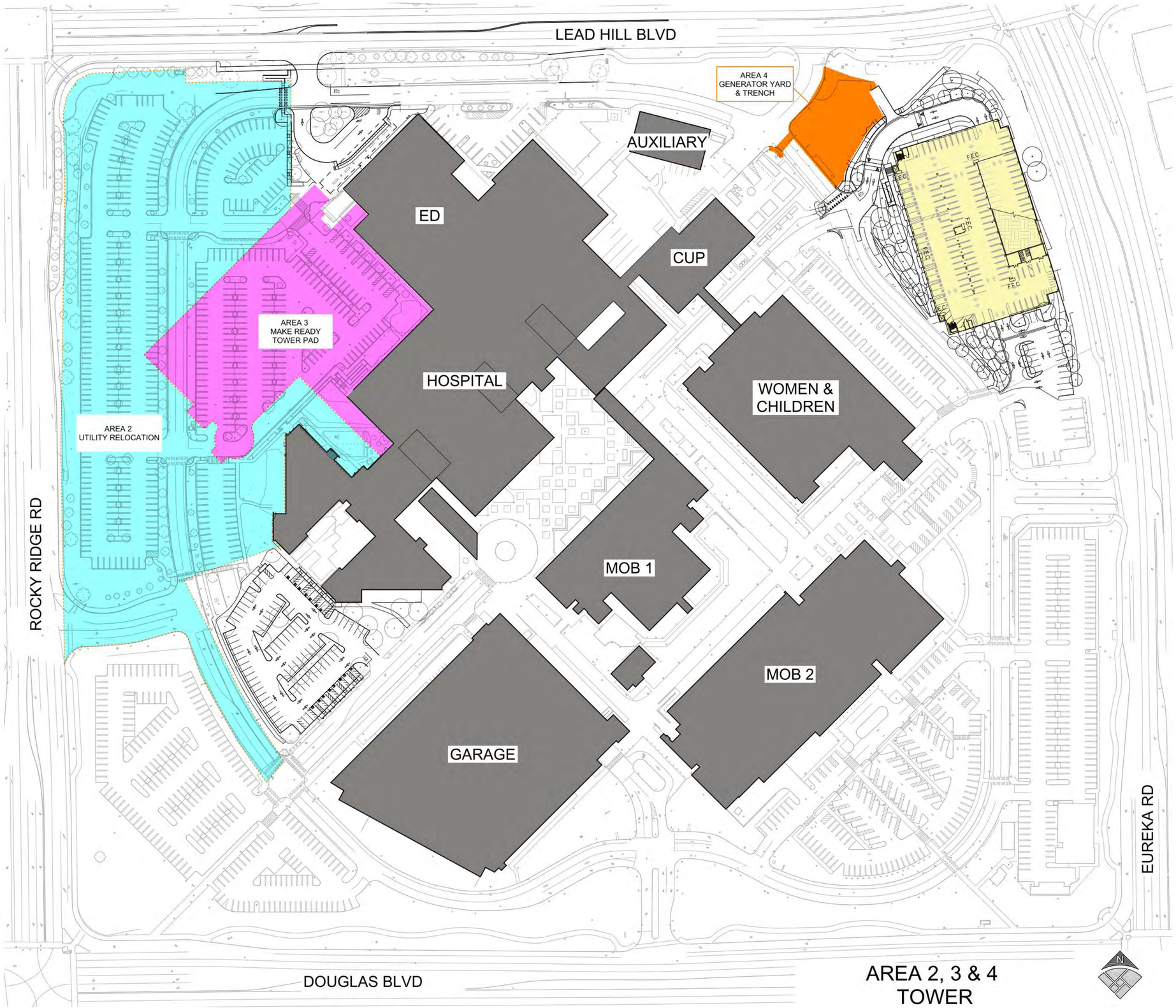

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No.	Revision Description	YYYY-MM-DD
1	MPP STAGE 2 RESPONSE	2022-06-30
2	MPP STAGE 2 RESPONSE 2	2022-08-19

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Sheet Title
PHASING PLAN - AREA 2, 3 & 4 TOWER

Scale:	Kaiser Project # CAP015954
	HOK Project # 17.04047.00
Date: 08/19/22	Sheet Number G1.07

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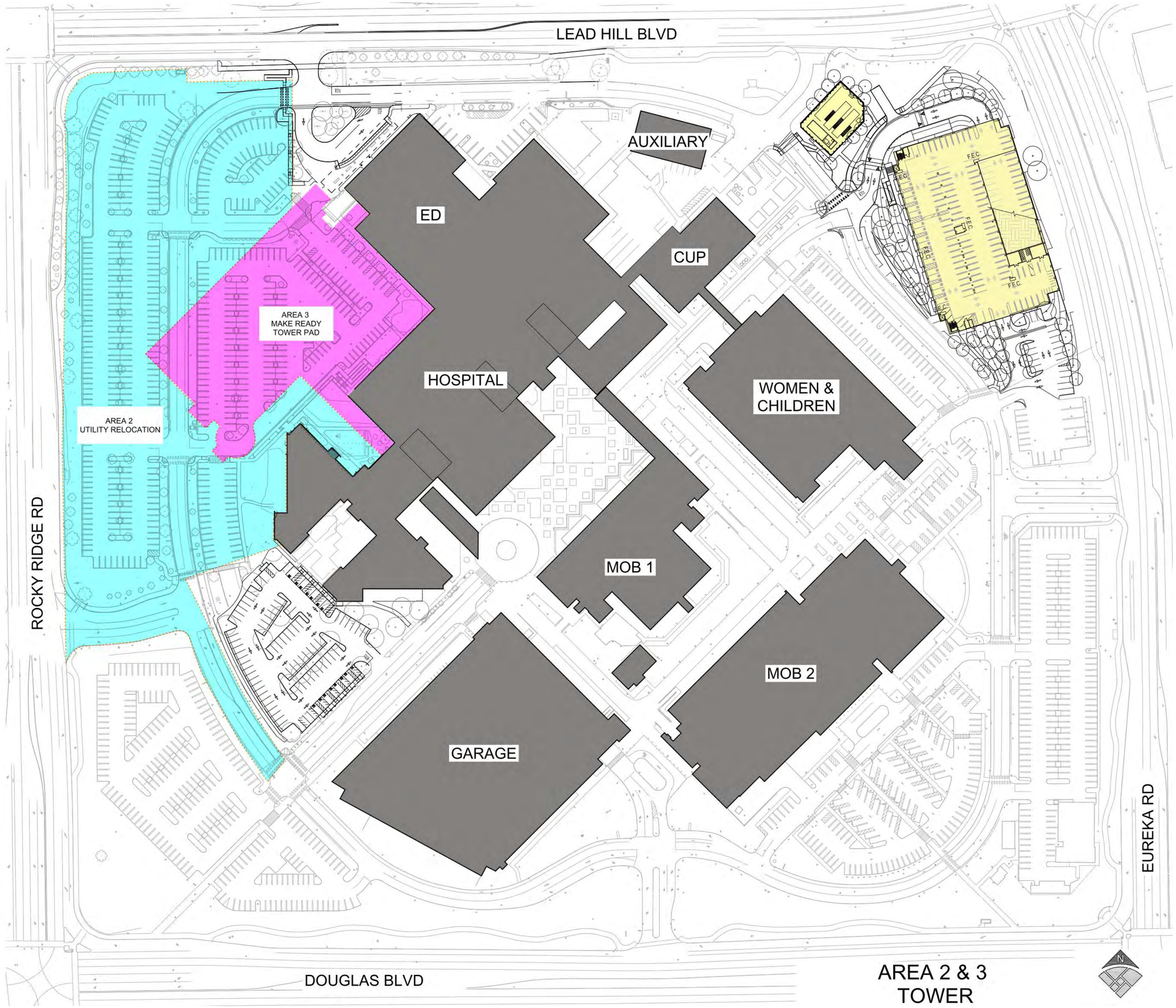

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2	MPP STAGE 2 RESPONSE 2	2022-08-19

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Sheet Title
PHASING PLAN - AREA 2 & 3
TOWER

Scale:	Kaiser Project # CAP015954
	HOK Project # 17.04047.00
Date: 08/19/22	Sheet Number G1.08

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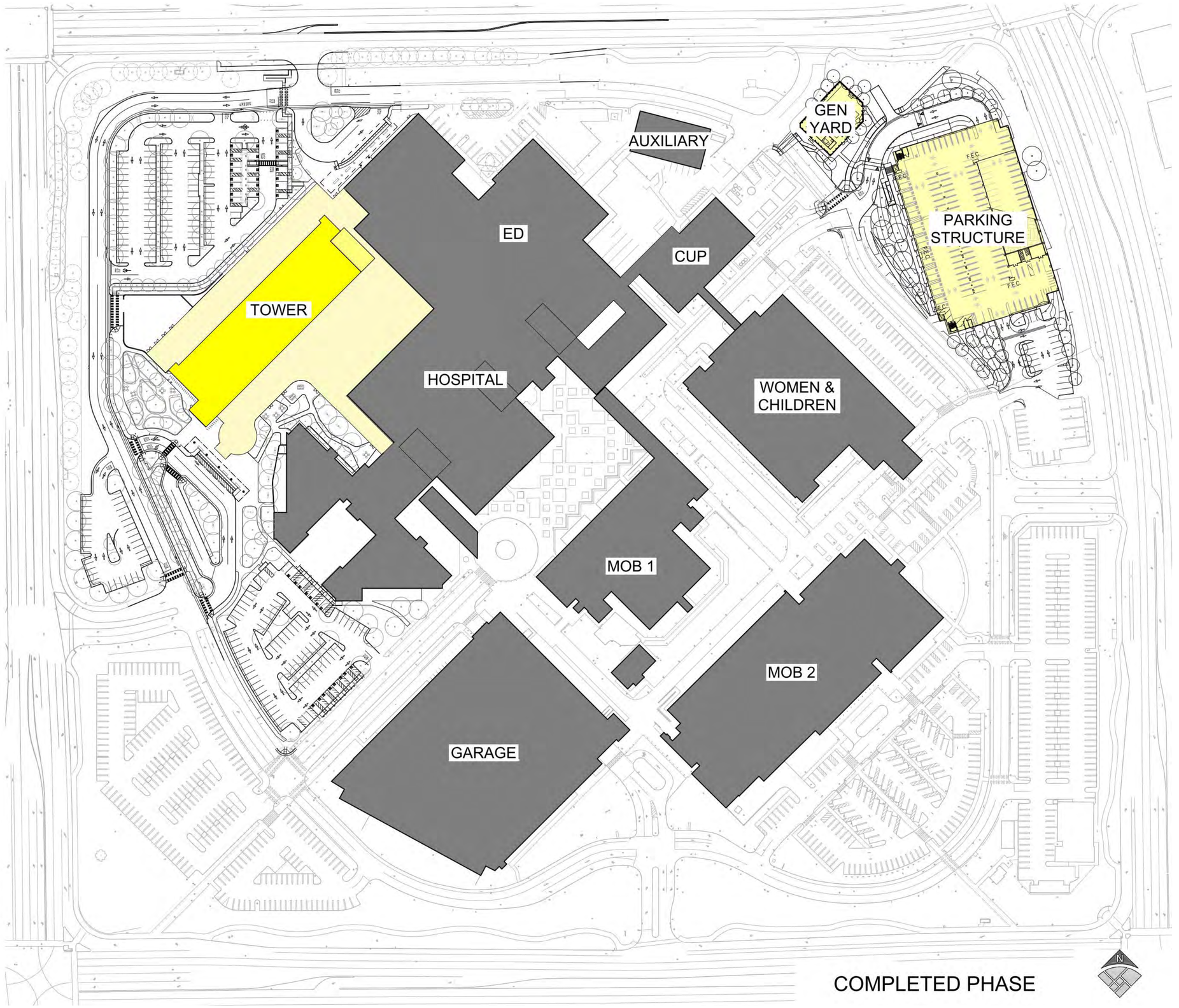

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No.	Revision Description	YYYY-MM-DD
1	MPP STAGE 2 RESPONSE	2022-06-30
2	MPP STAGE 2 RESPONSE 2	2022-08-19

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Sheet Title
PHASING PLAN - COMPLETED PHASE

Scale:

Kaiser Project # CAP015954

HOK Project # 17.04047.00

Sheet Number
G1.12

Date:
08/19/22

Original drawing is 42 x 30. Do not scale contents of this drawing.

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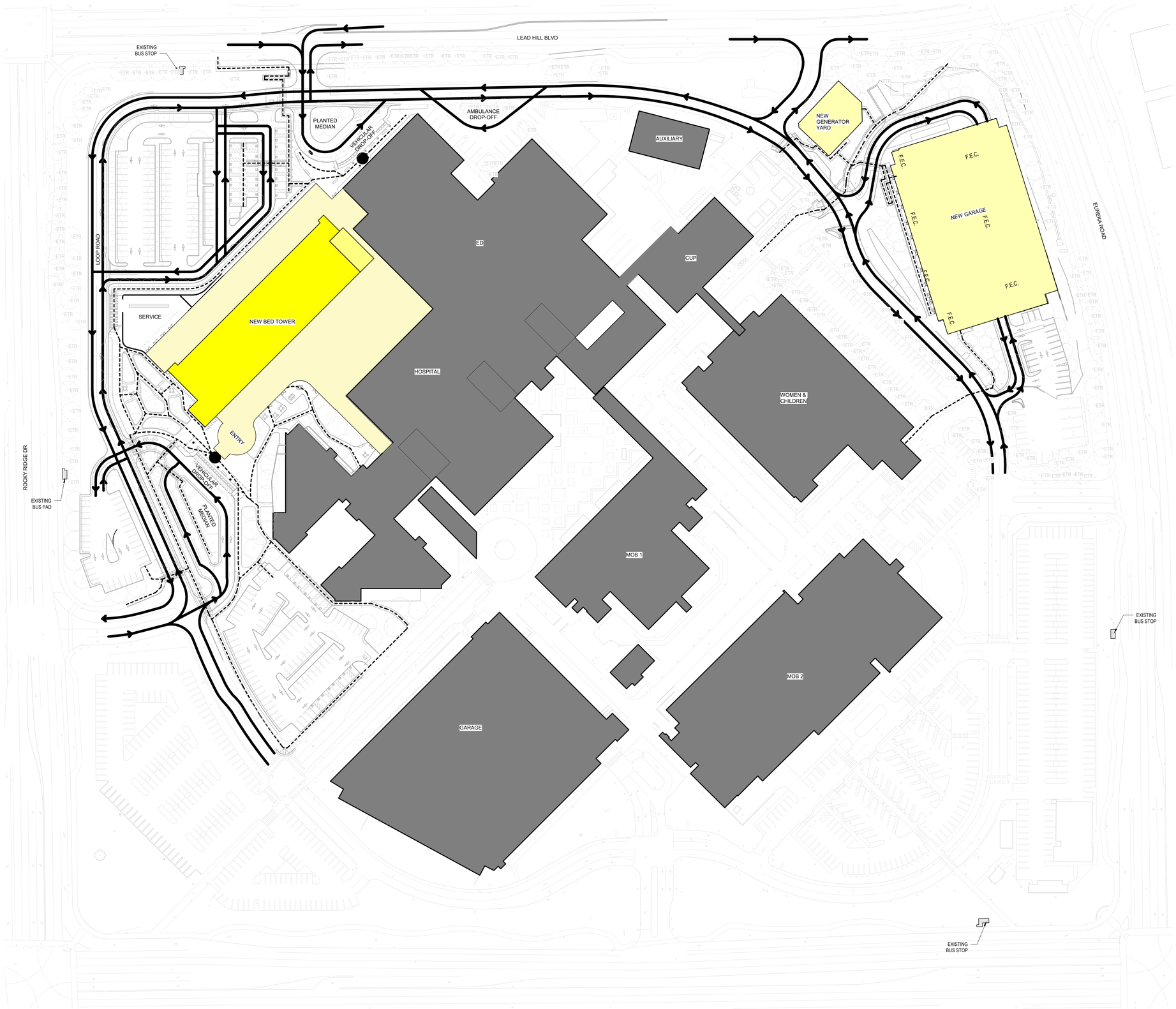
PC EXHIBIT H



ITE LEGEND

- PROPERTY LINE
- EASEMENT AND SETBACK LINE
- BUILDING OVERHANG
- VEHICULAR CIRCULATION
- PEDESTRIAN CIRCULATION
- BUILDING ENTRANCE

1 VEHICULAR PLAN
1" = 60'-0"

Graphic Scale: 1 inch = 60 feet
0 60' 120' 180' 240'

2022-08-16 5:16:24 PM

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No.	Revision Description	YYYY-MM-DD
	MPP STAGE 1	2022-02-07
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2	MPP STAGE 2 RESPONSE	2022-06-30
	MPP STAGE 2 RESPONSE 2	2022-08-19

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Sheet Title
VEHICULAR AND PEDESTRIAN CIRCULATION

Scale: As indicated	Kaiser Project # CAP015954
	HOK Project # 17.04047.00
Date: 08/19/22	Sheet Number L1.02

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PC EXHIBIT I

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No.	Revision Description	YYYY-MM-DD
	MPP STAGE 2	2022-05-25
1	MPP STAGE 2 RESPONSES	2022-06-30
2	MPP STAGE 2 RESPONSE 2	2022-08-19
3	MPP STAGE 2 RESPONSE 2	2022-10-13
	UPDATE	

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Sheet Title
SURFACE IMPROVEMENTS PLAN

Scale: AS INDICATED	Kaiser Project # CAP015954
	HOK Project # 17.04047.00
Date: 08/19/22	Sheet Number C2.1

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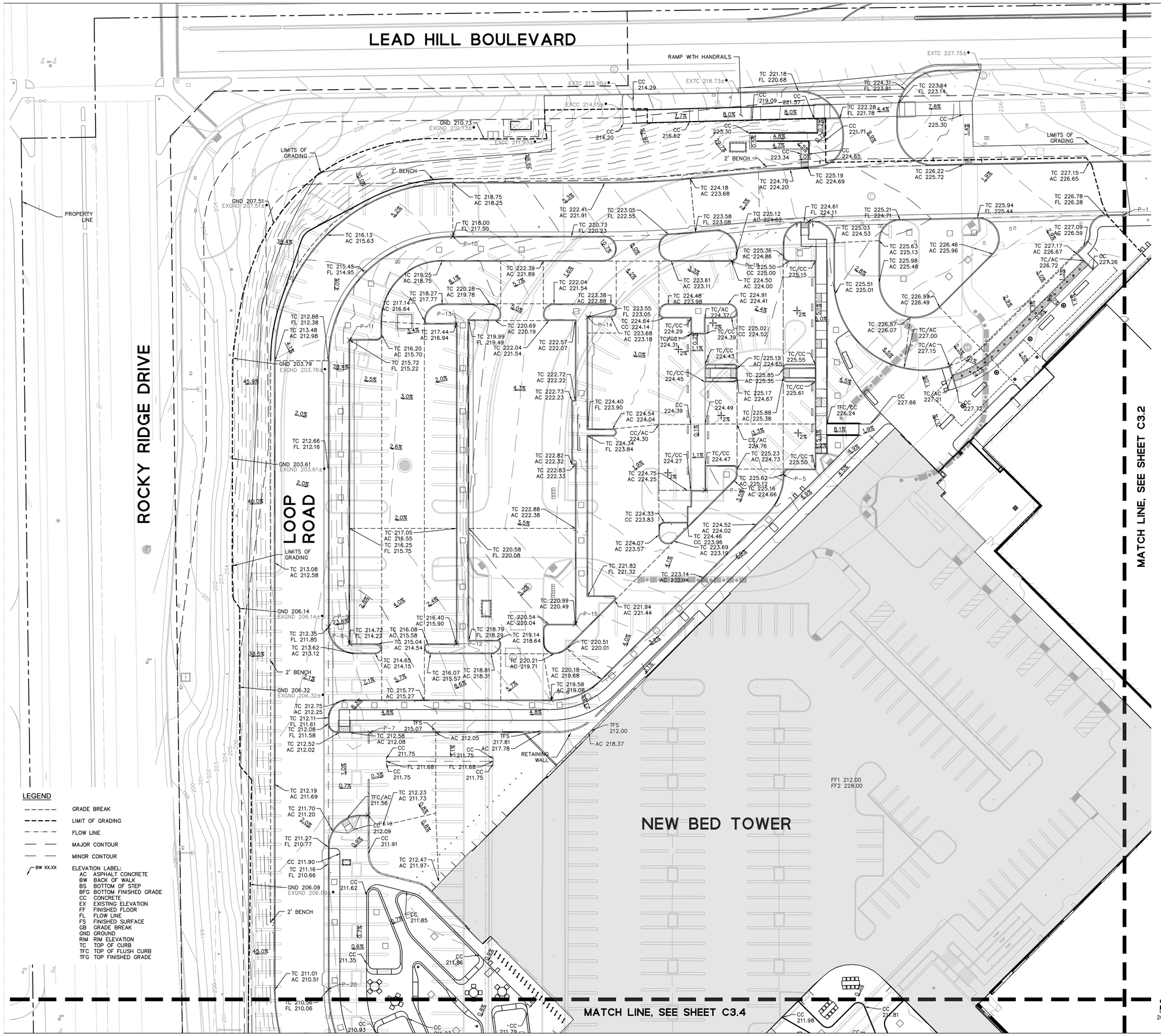
PC EXHIBIT J



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No.	Revision Description	YYYY-MM-DD
1	MPP STAGE 2 RESPONSE 2	2022-08-19

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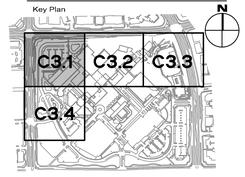

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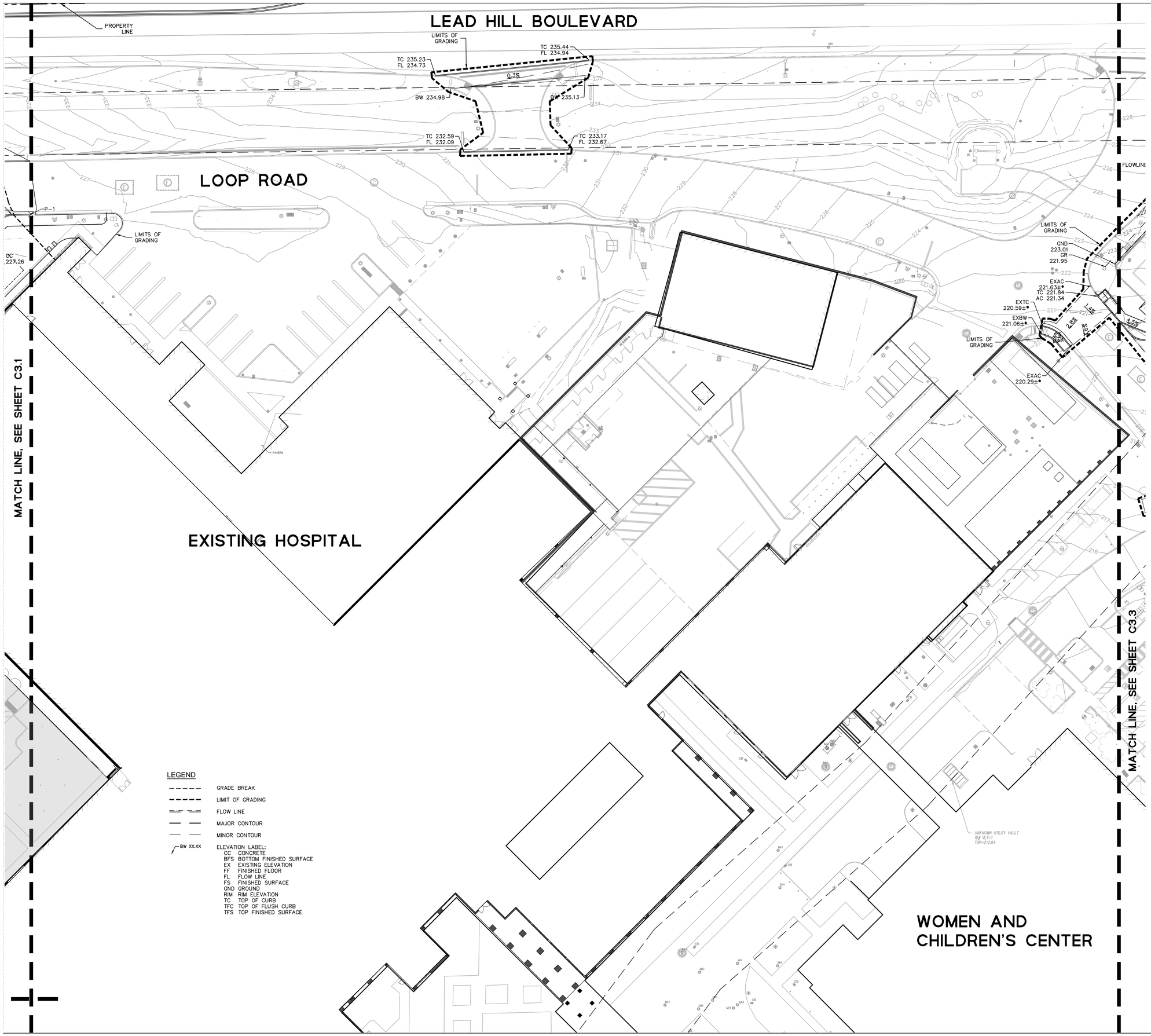
Sheet Title
GRADING PLAN

Scale: AS INDICATED	Kaiser Project # CAP015954
	HOK Project # 17.04047.00
Date: 08/19/22	Sheet Number C3.1

Original drawing is 42 x 30. Do not scale contents of this drawing.



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No.	Revision Description	YYYY-MM-DD
1	MPP STAGE 2 RESPONSE 2	2022-08-19

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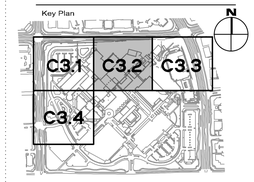

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Sheet Title

GRADING PLAN

Scale: AS INDICATED	Kaiser Project # CAP015954
	HOK Project # 17.04047.00
Date: 08/19/22	Sheet Number C3.2

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LEGEND

- GRADE BREAK
- LIMIT OF GRADING
- FLOW LINE
- MAJOR CONTOUR
- MINOR CONTOUR
- BW XX.XX — ELEVATION LABEL:

CC CONCRETE
BFS BOTTOM FINISHED SURFACE
EX EXISTING ELEVATION
FF FINISHED FLOOR
FL FLOW LINE
FS FINISHED SURFACE
GND GROUND
RIM RIM ELEVATION
TC TOP OF CURB
TFC TOP OF FLUSH CURB
TFS TOP FINISHED SURFACE

GRAPHIC SCALE
20 0 20 40

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1	MPP STAGE 2 RESPONSE 2	2022-08-19

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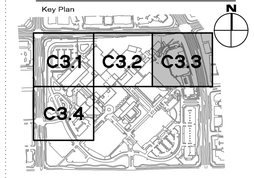

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Sheet Title

GRADING PLAN

Scale: AS INDICATED	Kaiser Project # CAP015954
	HOK Project # 17.04047.00
Date: 08/19/22	Sheet Number C3.3

Original drawing is 42 x 30. Do not scale contents of this drawing.

MATCH LINE, SEE SHEET C3.1

NEW BED TOWER

EXISTING HOSPITAL

ROCKY RIDGE DRIVE

LOOP ROAD

PROPERTY LINE

PROPERTY LINE

LIMITS OF GRADING

LIMITS OF GRADING

LIMITS OF GRADING

LEGEND

- GRADE BREAK
- LIMIT OF GRADING
- FLOW LINE
- MAJOR CONTOUR
- MINOR CONTOUR
- BW XX.XX — ELEVATION LABEL:

CC CONCRETE
BFS BOTTOM FINISHED SURFACE
EX EXISTING ELEVATION
FF FINISHED FLOOR
FL FLOW LINE
FS FINISHED SURFACE
GND GROUND
RIM RIM ELEVATION
TC TOP OF CURB
TFC TOP OF FLUSH CURB
TFS TOP FINISHED SURFACE

GRAPHIC SCALE
20 0 20 40

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1	MPP STAGE 2 RESPONSE 2	2022-08-19

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C3.1 C3.2 C3.3 C3.4

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Sheet Title

GRADING PLAN

Scale: AS INDICATED

Date: 08/19/22

Kaiser Project # CAP015954

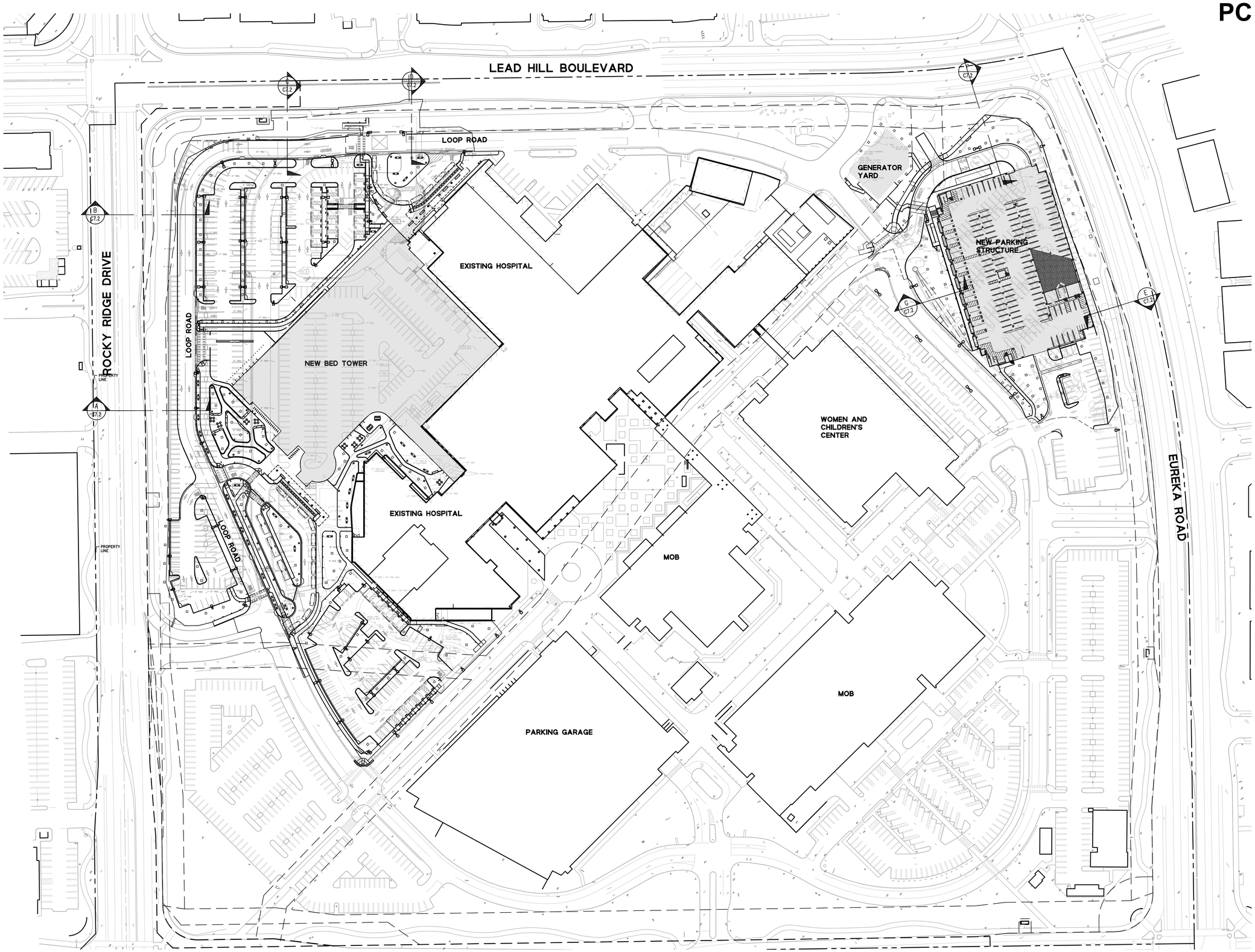
HOK Project # 17.04047.00

Sheet Number

C3.4

Original drawing is 42 x 30. Do not scale contents of this drawing.

PC EXHIBIT K



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No.	Revision Description	YYYY-MM-DD
1	MPP STAGE 2 RESPONSE 2	2022-08-19

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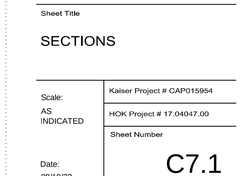

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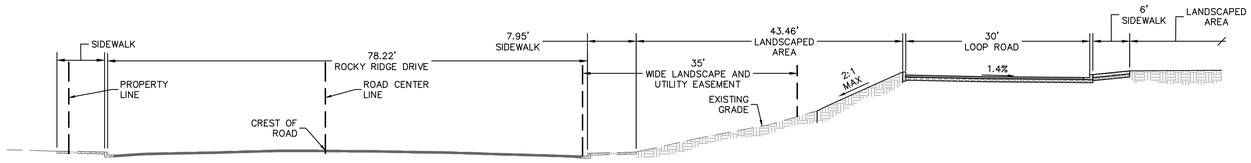
Sheet Title

SECTIONS

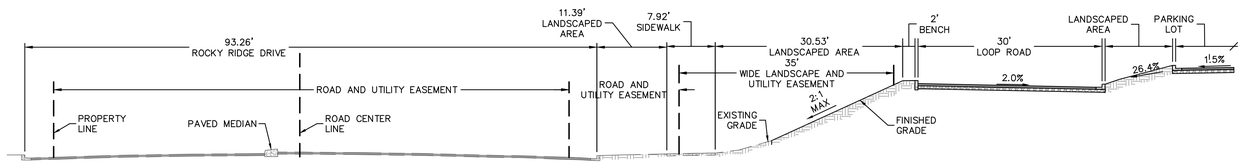
Scale: AS INDICATED	Kaiser Project # CAP015954
	HOK Project # 17.04047.00
Date: 08/19/22	Sheet Number C7.1

Original drawing is 42 x 30. Do not scale contents of this drawing.



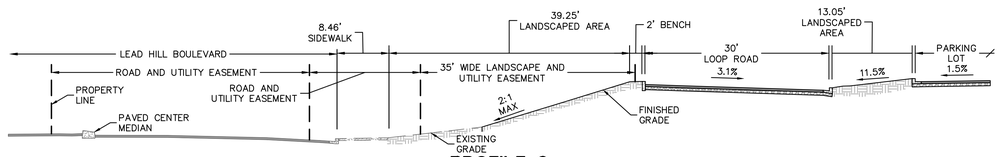
PROFILE A

SCALE: 1" = 20' HORIZ.
1" = 1' VERT.



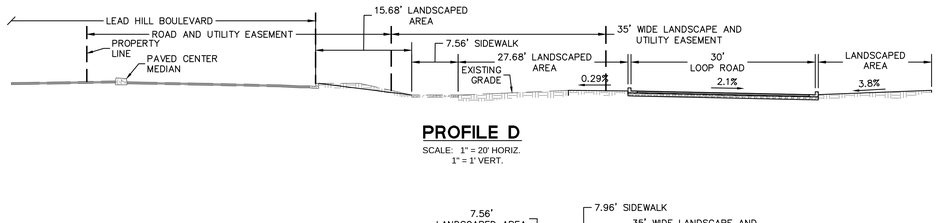
PROFILE B

SCALE: 1" = 20' HORIZ.
1" = 1' VERT.



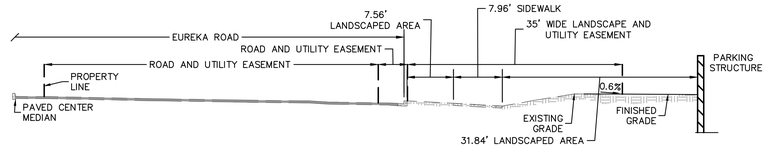
PROFILE C

SCALE: 1" = 20' HORIZ.
1" = 1' VERT.



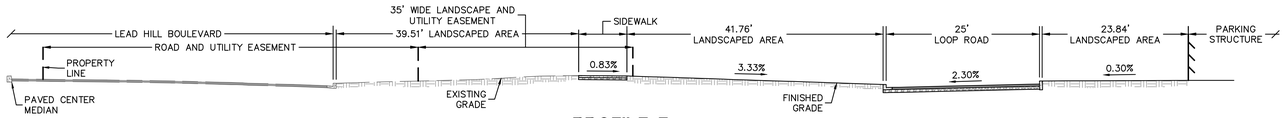
PROFILE D

SCALE: 1" = 20' HORIZ.
1" = 1' VERT.



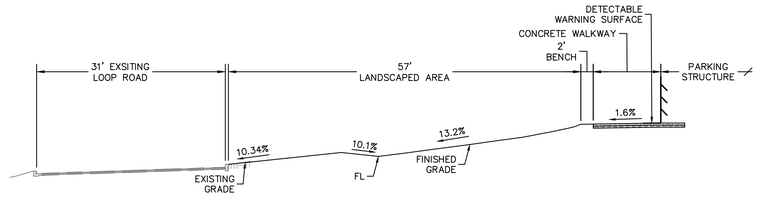
PROFILE E

SCALE: 1" = 20' HORIZ.
1" = 1' VERT.



PROFILE F

SCALE: 1" = 20' HORIZ.
1" = 1' VERT.



PROFILE G

SCALE: 1" = 20' HORIZ.
1" = 1' VERT.

KAISER PERMANENTE®

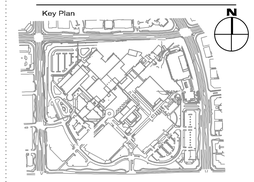
KAISER PERMANENTE
KAISER FOUNDATION
HEALTH PLAN INC

NATIONAL FACILITIES SERVICES
POST OFFICE BOX 12916
OAKLAND, CA 94604

No.	Revision Description	YYYY-MM-DD
1	MPP STAGE 2 RESPONSE 2	2022-08-19

Agency Approval

Key Plan



Hellmuth, Obata + Kassabaum, Inc.

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In Association with

BKF ENGINEERS
Civil Engineering
980 9th St, Suite 2300
Sacramento, CA 95814

Professional Seals

NOT FOR CONSTRUCTION

Facility
KAISER PERMANENTE
ROSEVILLE MEDICAL CENTER
ROSEVILLE, CALIFORNIA

Project
INPATIENT BED TOWER
1600 EUREKA RD
ROSEVILLE, CA 95661

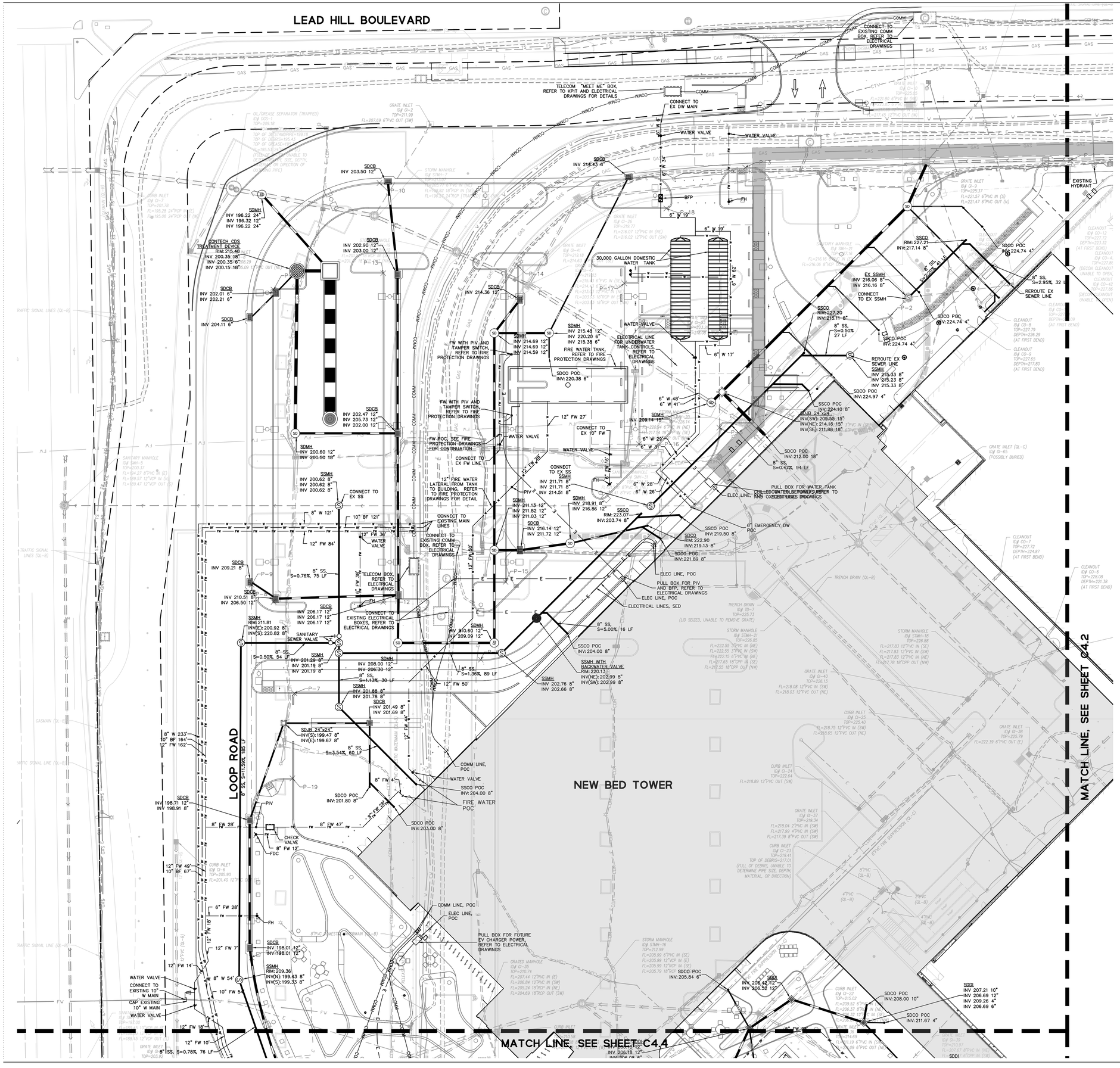
Sheet Title

SECTIONS

Scale: AS INDICATED	Kaiser Project # CAP015954
	HOK Project # 17.04047.00
Date: 08/19/22	Sheet Number C7.2

Original drawing is 42 x 30. Do not scale contents of this drawing.

PC EXHIBIT L


LEAD HILL BOULEVARD
LOOP ROAD
NEW BED TOWER
MATCH LINE, SEE SHEET C4.2
MATCH LINE, SEE SHEET C4.4
CONNECT TO EX DW MAIN
WATER VALVE
BFP
FH
EXISTING HYDRANT
30,000 GALLON DOMESTIC WATER TANK
CONTECH CDS TREATMENT DEVICE
RIM: 215.48
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INV 200.15 18"
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LEAD HILL BOULEVARD

LOOP ROAD

EXISTING HOSPITAL

WOMEN AND CHILDREN'S CENTER

CAUTION! EX GAS LINE

EXISTING HYDRANT

CHILLED WATER RETURN/SUPPLY, AND OXYGEN LINES

CHILLED WATER RETURN/SUPPLY, AND OXYGEN LINES TRENCH

MATCH LINE, SEE SHEET C4.1

MATCH LINE, SEE SHEET C4.3

LEGEND

- PRIVATE STORM DRAIN PIPE
- PRIVATE FIRE WATER PIPE
- PRIVATE SANITARY SEWER PIPE
- PRIVATE POTABLE WATER PIPE
- COMMUNICATION LINE
- FUEL LINE
- ELECTRIC LINE
- OXYGEN LINE
- CHILLED WATER SUPPLY LINE
- CHILLED WATER RETURN LINE
- GATE VALVE
- STORM DRAIN MANHOLE
- SANITARY SEWER MANHOLE
- STORM DRAIN CURB INLET
- STORM DRAIN DROP INLET
- FIRE HYDRANT
- FIRE DEPARTMENT CONNECTION
- POST INDICATOR VALVE
- BACKWATER VALVE
- VAULT
- VALVE

GRAPHIC SCALE
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KAISER PERMANENTE®

KAISER PERMANENTE
KAISER FOUNDATION
HEALTH PLAN INC

NATIONAL FACILITIES SERVICES
POST OFFICE BOX 12916
OAKLAND, CA 94604

No.	Revision Description	YYYY-MM-DD
1	MPP STAGE 2 RESPONSE 2	2022-08-19

Agency Approval

Key Plan

C4.1 C4.2 C4.3 C4.4

Hellmuth, Obata + Kassabaum, Inc.

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ROSEVILLE MEDICAL CENTER
ROSEVILLE, CALIFORNIA

Project
INPATIENT BED TOWER
1600 EUREKA RD
ROSEVILLE, CA 95661

Sheet Title
UTILITY PLAN

Scale: AS INDICATED

Date: 08/19/22

Kaiser Project # CAP015954

HOK Project # 17.04047.00

Sheet Number
C4.2

Original drawing is 42 x 30. Do not scale contents of this drawing.

LEAD HILL BOULEVARD

EUREKA ROAD

GENERATOR YARD

NEW PARKING STRUCTURE

PERFORATED WALL DRAIN

NEW ELECTRICAL CONDUITS TO CONNECT TO EXISTING ELECTRICAL VAULT, SEE ELECTRICAL DRAWINGS

NEW ELECTRICAL ROUTING, SEE NOTE 14

SDDI-16 18"x18"
RIM: 226.44
INV(SE): 222.44 8"

SDCI-10 24"x36"
RIM: 226.58
INV(E): 221.41 8"
INV(SW): 221.31 8"
SITE LIGHTING, TYP. SED

SDDI-9 18"x18"
RIM: 227.94
INV(SE): 225.00 6"
INV(W): 223.94 8"

8" SD, S=2.40% 105 LF

SDDI-17 18"x18"
RIM: 225.30
INV(NW): 221.50 8"
INV(SW): 221.50 8"

6" SD, S=4.88% 41 LF

6" POC SAD

8" SD, S=2.31% 100 LF

ELEC, POC, SED

DW, POC

SS, POC

FUEL OIL LINE

EX-SDDI 18"x18"
RIM: 220.14
INV(NW): 217.14 8"
INV(SE): 217.14 8"

SDDI-18 18"x18"
RIM: 221.54
INV(NE): 218.00 8"
INV(NW): 218.20 8"
INV(SW): 218.00 8"

SDCI-11 24"x36"
RIM: 222.35
INV(E): 219.07 8"

CROSSING
54" EXSD TOP: 209.77
8" SD INV: 219.02
8" SD, S=4.30% 22 LF

DIRECT CONNECTION TO 54" PIPE, WITH INSERTA-TEE DETAIL 6/C805-01

SDDI-13 18"x18"
RIM: 219.46
INV(E): 216.00 8"

15" SD, S=4.97% 15 LF

8" SD, S=6.3% 41 LF

12" SD, S=4.85% 21 LF

SDMH-12
RIM: 223.04
INV(W): 218.11 8"
INV(NE): 219.00 8"
INV(SW): 216.50 12"

CONTECH CDS TREATMENT DEVICE
RIM: 221.39
INV(NE): 214.75 12"
INV(S): 214.00 12"
INV(SW): 214.60 12"
INV(NW): 213.50 15"

5 C805-01

CROSSING
54" EXSD TOP: 208.38
12" SD INV: 215.03

SDDI-14 24"x36"
RIM: 219.77
INV(W): 216.74 8"
INV(NE): 215.64 12"

RELOCATED HYDRANT

CONNECT TO EX FM

10" SD, S=0.56% 11 LF

SDDI-8 24"x24"
RIM: 221.49
INV(S): 217.73 6"
INV(E): 217.63 10"

3" MINUS ROCKS AT A MINIMUM DEPTH OF 6" ALONG FLOWLINE

SDDI-19 24"x36"
RIM: 217.84
INV(SE): 214.50

COM POC, SED

SD POC
INV: 222.92 12"

SD POC
INV: 220.08 6"

SDJB-7 24"x24"
RIM: 222.49
INV(S): 219.06 12"
INV(W): 217.57 10"
INV(N): 217.47 12"

6" SD, S=0.70% 40 LF

8" SD, S=0.70% 7 LF

12" SD, S=2.40% 44 LF

12" SD, S=6.56% 44 LF

6" SD, S=3.12% 55 LF

750 GALLON SAND OIL INTERCEPTOR JENSEN PRECAST, MODEL: GI-750
RIM: 222.31
INV(S): 216.16 6"
INV(W): 218.06 6"

SDCO
RIM: 222.10
INV: 218.01 6"
INV: 218.01 6"

12" SD, S=2.41% 16 LF

SDCO
RIM: 222.18
INV: 218.30 6"
INV: 218.30 6"

HYDRANT VALVE

CROSSING
6" SD TOP: 218.91'
12" SD INV: 220.27'

6" FW DIP 9LF

SDJB-6 24"x24"
RIM: 223.31
INV(SE): 221.26 12"
INV(N): 220.50 12"

CONNECT TO EX FM

12" SD, S=1.22% 143 LF

BF POC, REFER TO FIRE PROTECTION DRAWINGS

1.5" DW POC SPD FOR CONTINUATION

BFP

1.5" DW 8LF

CONNECT TO EX DW MAIN

12" SD, S=0.50% 58 LF

12" SD, S=0.51% 21 LF

SDCI-3 24"x36"
RIM: 226.75
INV(E): 223.96 8"
INV(NE): 223.60 8"
INV(W): 223.50 12"

SDDI-4 24"x24"
RIM: 227.13
INV(E): 223.39 12"
INV(W): 223.29 12"

6" SD, S=0.50% 85 LF

6" SD, S=1.00% 35 LF

SDCI-2 24"x36"
RIM: 227.78
INV(W): 224.32 8"

SDJB-5 24"x24"
RIM: 227.24
INV(E): 223.00 12"
INV(NW): 222.90 12"

HYDRANT VALVE

6" FW DIP 9LF

CONNECT TO EX FM

REFER TO FIRE PROTECTION DRAWINGS FOR BOOSTED FIRE WATER SIZING, DETAILS, AND APPURTENANCES

NEW LIGHTING, SED

FDC

PIV

CHECK VALVE

CONNECT TO EX BOOSTED FIRE LOOP

PROPOSED WATER LINE, SHOWN FOR REFERENCE, SPD

PROPOSED WATER LINE, SHOWN FOR REFERENCE, SPD

TRANSFORMER AN CONCRETE PAD, REFER TO ELECTRICAL DRAWINGS
ELECTRICAL POC, SEE NOTE 14

NEW ELECTRICAL ROUTING, SEE NOTE 14

NEW ELECTRICAL CONDUITS TO CONNECT TO EXISTING ELECTRICAL VAULT, SEE ELECTRICAL DRAWINGS

SUBDRAIN POC, SAD

SDDI-1 18"x18"
RIM: 227.29
INV(SW): 224.06 8"

REMOVE EXISTING GRATE AND REPLACE WITH GALVANIZED CHECKERED PLATE. SEE NOTE 2

MATCH LINE, SEE SHEET C4.2

LEGEND

- PRIVATE STORM DRAIN PIPE
- PRIVATE FIRE WATER PIPE
- PRIVATE SANITARY SEWER PIPE
- PRIVATE POTABLE WATER PIPE
- COMMUNICATION LINE
- FUEL LINE
- ELECTRIC LINE
- OXYGEN LINE
- CHILLED WATER SUPPLY LINE
- CHILLED WATER RETURN LINE
- GATE VALVE
- STORM DRAIN MANHOLE
- SANITARY SEWER MANHOLE
- STORM DRAIN CURB INLET
- STORM DRAIN DROP INLET
- FIRE HYDRANT
- FIRE DEPARTMENT CONNECTION
- POST INDICATOR VALVE
- BACKWATER VALVE
- VAULT
- VALVE

GRAPHIC SCALE
20 0 20 40

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No.	Revision Description	YYYY-MM-DD
1	MPP STAGE 2 RESPONSE 2	2022-08-19

Agency Approval

Key Plan

C4.1 C4.2 C4.3 C4.4

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Sheet Title

UTILITY PLAN

Scale:	Kaiser Project # CAP015954
AS INDICATED	HOK Project # 17.04047.00
Date: 08/19/22	Sheet Number C4.3

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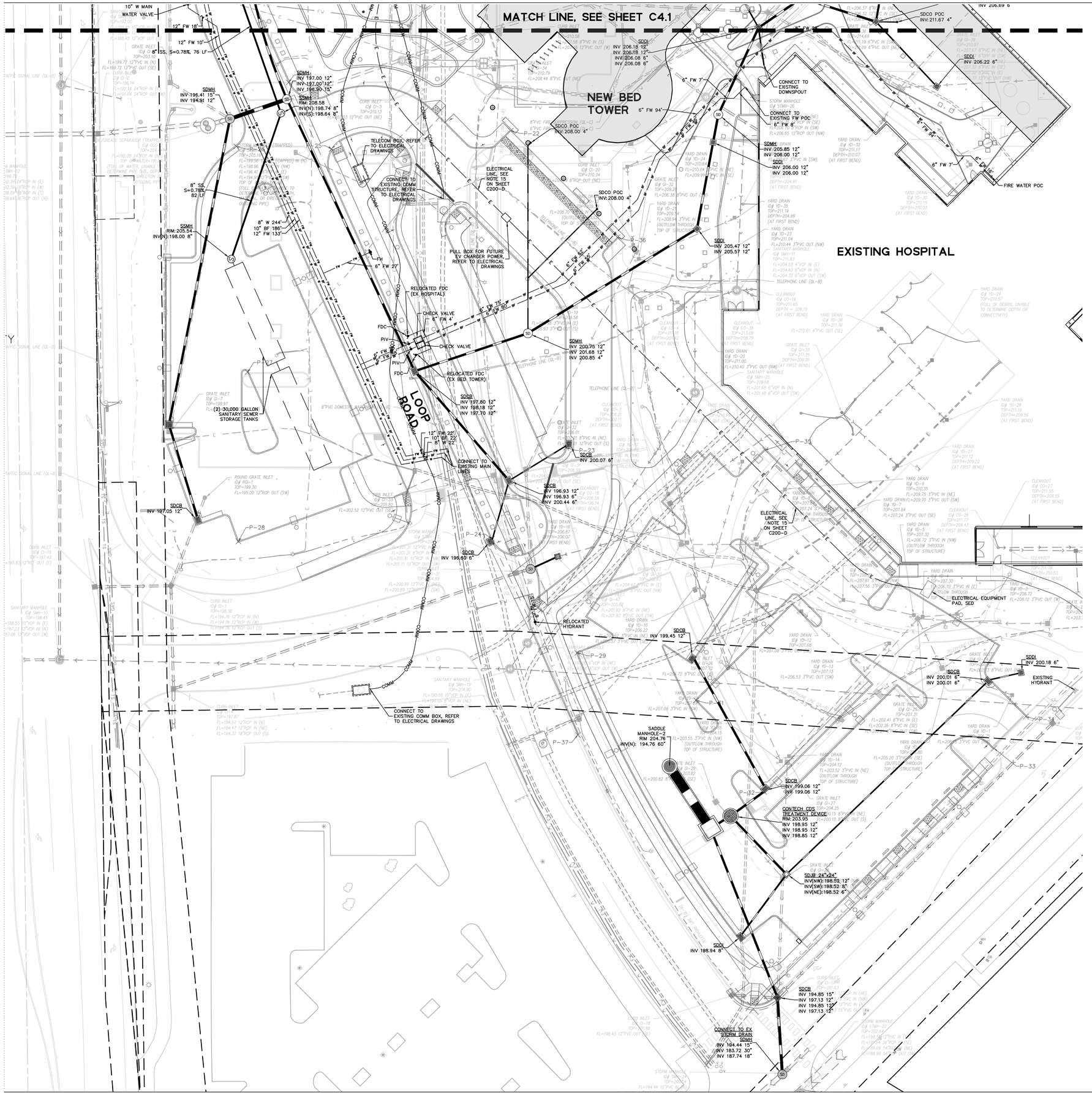

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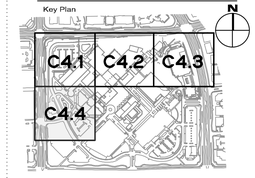
No.	Revision Description	YYYY-MM-DD
1	MPP STAGE 2 RESPONSE 2	2022-08-19

Agency Approval

Key Plan



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Sheet Title
UTILITY PLAN

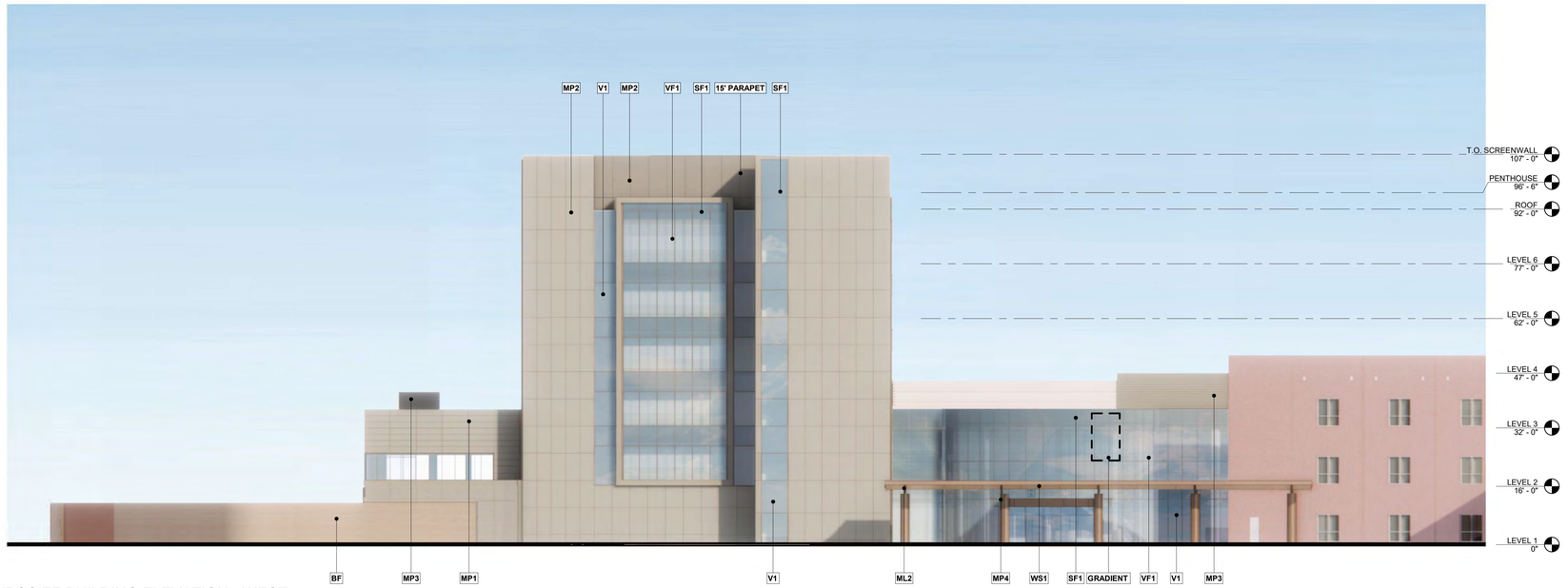
Scale: AS INDICATED	Kaiser Project # CAP015954
	HOK Project # 17.04047.00
Date: 08/19/22	Sheet Number C4.4

Original drawing is 42 x 30. Do not scale contents of this drawing.

PC EXHIBIT M

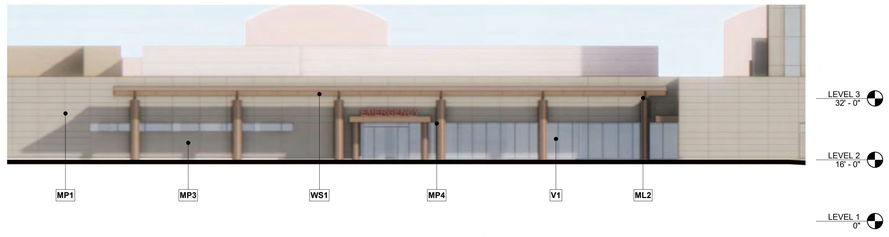
EXTERIOR MATERIAL TYPES

- V1 VISION GLAZING
- VF1 VISION GLAZING WITH FRIT PATTERN
- S1 SPANDREL PANEL
- SF1 SPANDREL PANEL WITH FRIT PATTERN
- MP1 PAINTED HORIZONTAL METAL PANEL
- MP2 PAINTED VERTICAL METAL PANEL
- MP3 PAINTED CORRUGATED METAL PANEL
- MP4 PAINTED METAL COLUMN COVER
- ML1 PAINTED METAL FRAME AND SUNSHADE
- ML2 PAINTED STEEL FRAME
- BF BOARD FORMED CONCRETE
- WS1 WOOD LOOK METAL SOFFIT

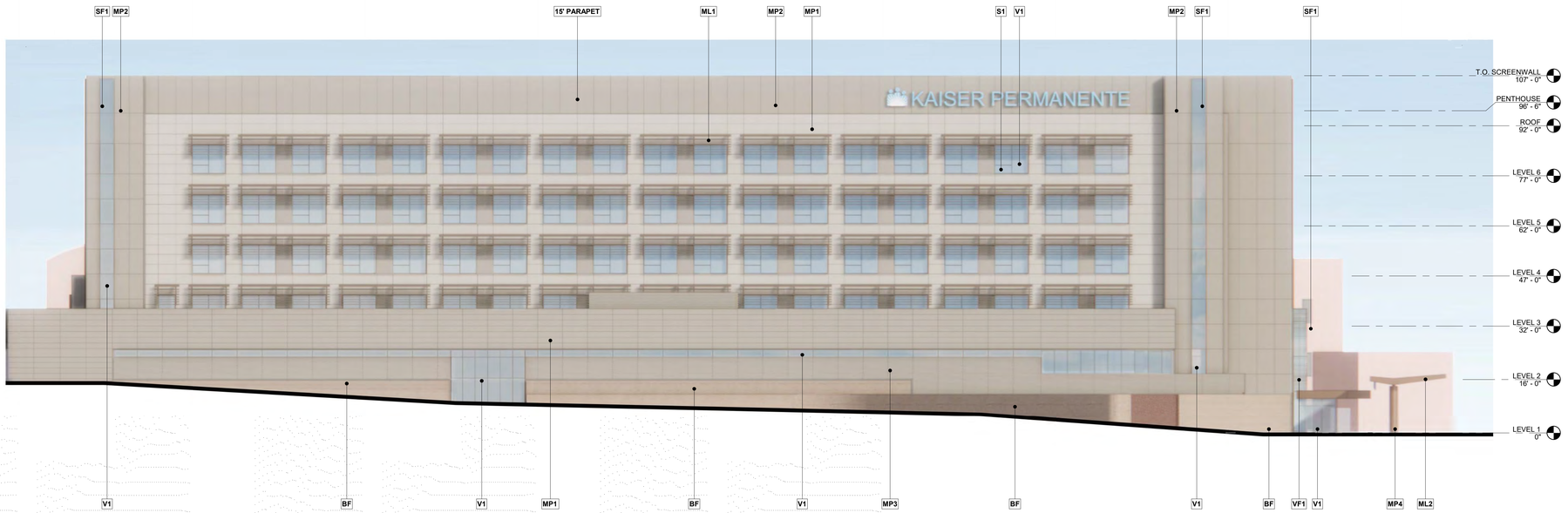


1 COMPOSITE BUILDING ELEVATION - WEST
1/16" = 1'-0"

4 COMPOSITE BUILDING ELEVATION - WEST 2
1/16" = 1'-0"



3 COMPOSITE BUILDING ELEVATION - NORTH
1/16" = 1'-0"



2 COMPOSITE BUILDING ELEVATION - NORTH 2
1/16" = 1'-0"

2022-10-14 11:53:14 AM

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No.	Revision Description	YYYY-MM-DD
	MPP STAGE 2	2022-05-25
1	MPP STAGE 2 RESPONSES	2022-06-30
2	MPP STAGE 2 RESPONSE 2	2022-08-19
3	MPP STAGE 2 RESPONSE 2 UPDATE	2022-10-13

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Key Plan

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Sheet Title
COLOR ELEVATIONS

Scale: 1/16" = 1'-0"

Kaiser Project # CAP015954

HOK Project # 17.04047.00

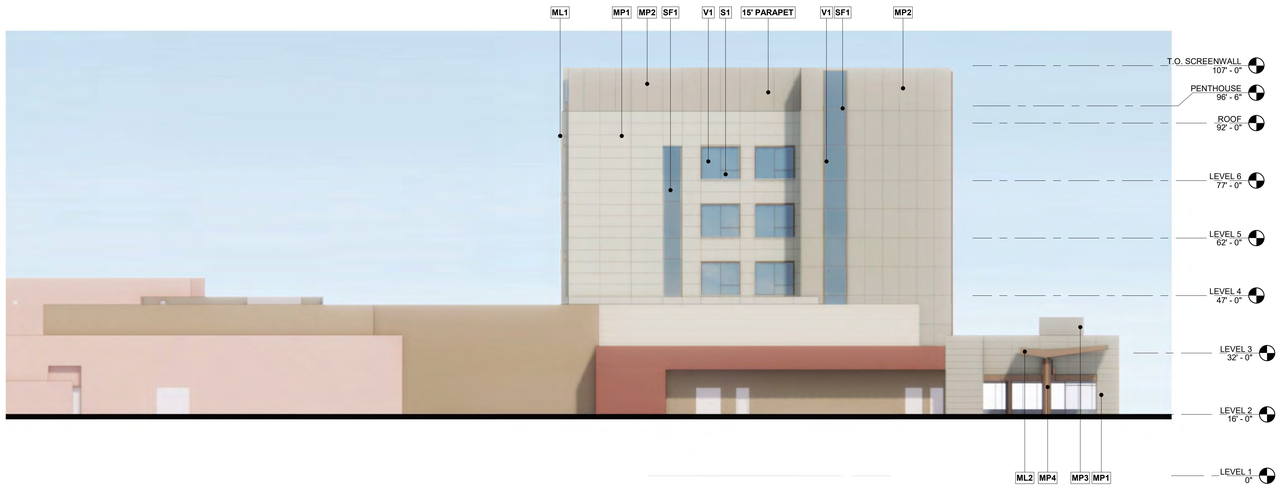
Sheet Number
A3.03

Date: 08/19/22

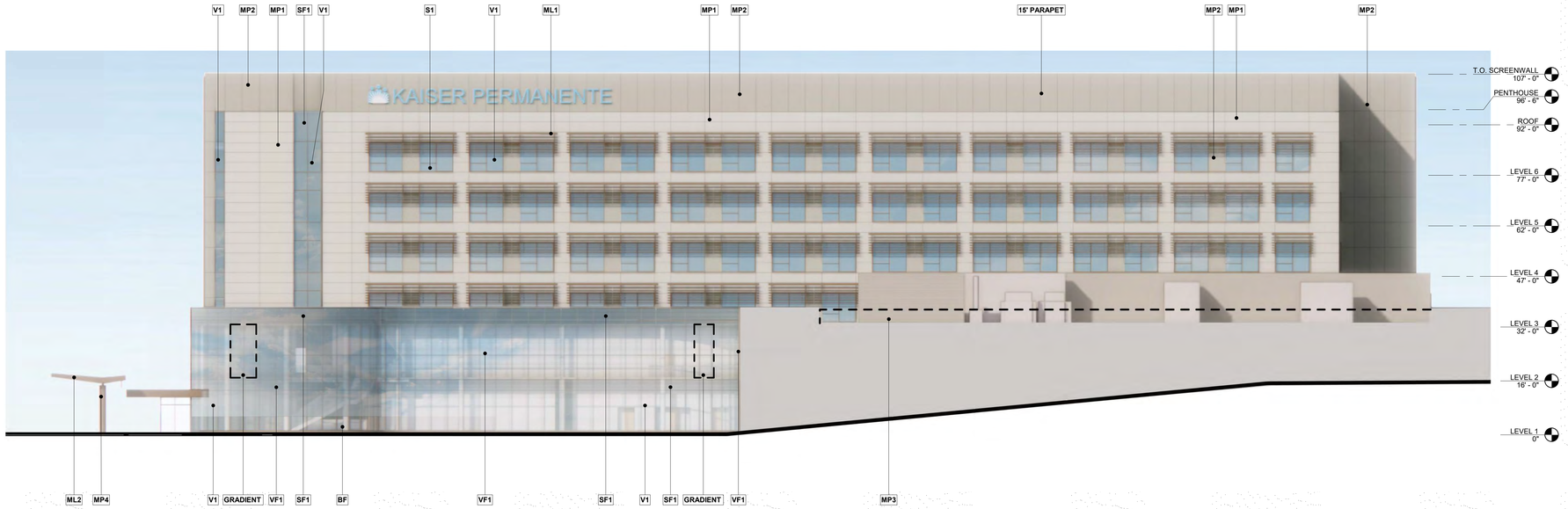
Original drawing is 42 x 30. Do not scale contents of this drawing.

EXTERIOR MATERIAL TYPES

- V1 VISION GLAZING
- VF1 VISION GLAZING WITH FRIT PATTERN
- S1 SPANDREL PANEL
- SF1 SPANDREL PANEL WITH FRIT PATTERN
- MP1 PAINTED HORIZONTAL METAL PANEL
- MP2 PAINTED VERTICAL METAL PANEL
- MP3 PAINTED CORRUGATED METAL PANEL
- MP4 PAINTED METAL COLUMN COVER
- ML1 PAINTED METAL FRAME AND SUNSHADE
- ML2 PAINTED STEEL FRAME
- BF BOARD FORMED CONCRETE
- WS1 WOOD LOOK METAL SOFFIT



2 COMPOSITE BUILDING ELEVATION - EAST 2
1/16" = 1'-0"



1 COMPOSITE BUILDING ELEVATION - SOUTH
1/16" = 1'-0"

2022-10-14 11:53:16 AM

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	MPP STAGE 2	2022-05-25
1	MPP STAGE 2 RESPONSES	2022-06-30
2	MPP STAGE 2 RESPONSE 2	2022-08-19
3	MPP STAGE 2 RESPONSE 2 UPDATE	2022-10-13

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Sheet Title
COLOR ELEVATIONS

Scale: 1/16" = 1'-0"

Kaiser Project # CAP015954

HOK Project # 17.04047.00

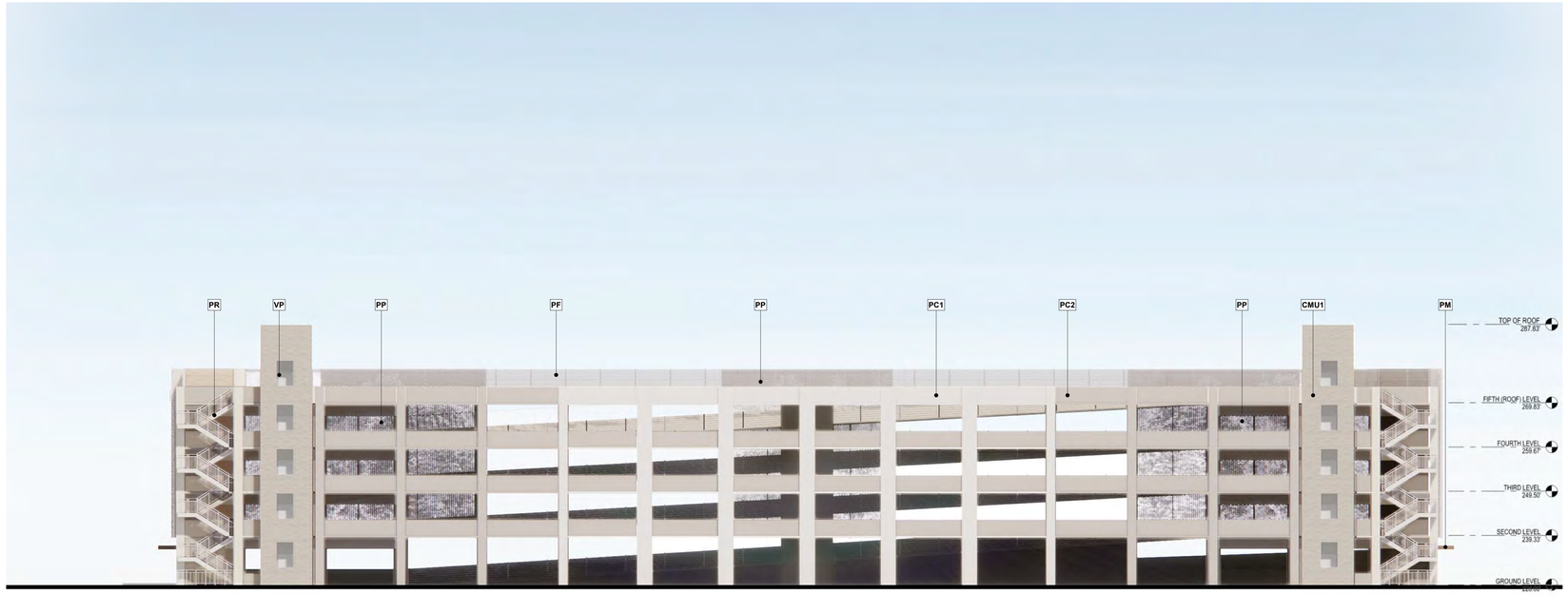
Sheet Number
A3.04

Date: 08/19/22

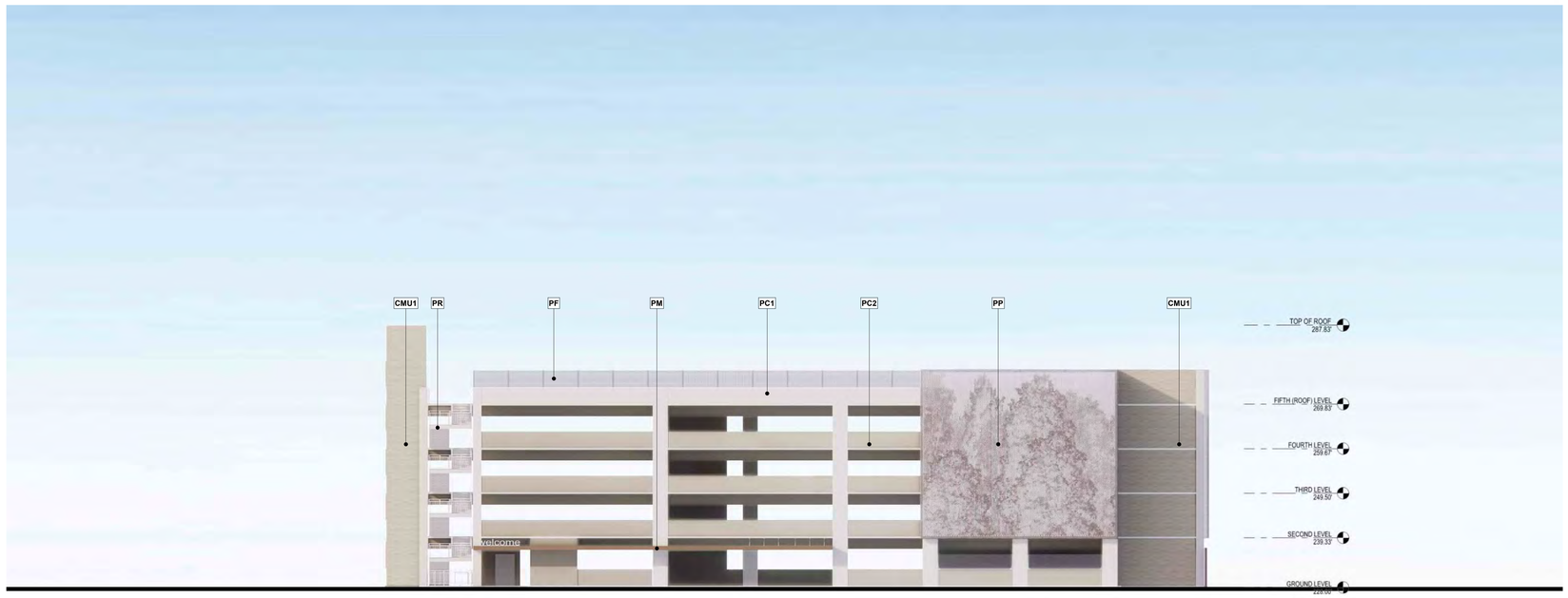
Original drawing is 42 x 30. Do not scale contents of this drawing.

EXTERIOR MATERIAL TYPES

PC1	PAINTED CONCRETE (BEIGE COLOR)
PC2	PAINTED CONCRETE (DARKER BEIGE COLOR)
CMU1	SPLITFACE CMU (BEIGE COLOR)
PP	PERFORATED METAL PANEL - TREE IMPRESSIONS IMAGE
PF	PAINTED METAL PICKET JUMP FENCE (SILVER COLOR)
PR	PAINTED METAL STAIR AND RAILING (BEIGE COLOR)
PM	PAINTED METAL FRAME (DARK BRONZE)
VP	VISION GLAZING WITH PAINTED METAL FRAME (BEIGE COLOR)



GARAGE ELEVATION-WEST



GARAGE ELEVATION-SOUTH

2022-08-17 12:52:59 PM

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Sheet Title
PARKING STRUCTURE ELEVATIONS

Scale: 1/16" = 1'-0"

Kaiser Project # CAP015954

HOK Project # 17.04047.00

Sheet Number
A3.09

Date: 08/19/22

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EXTERIOR MATERIAL TYPES

PC1	PAINTED CONCRETE (BEIGE COLOR)
PC2	PAINTED CONCRETE (DARKER BEIGE COLOR)
CMU1	SPLITFACE CMU (BEIGE COLOR)
PP	PERFORATED METAL PANEL - TREE IMPRESSIONS IMAGE
PF	PAINTED METAL PICKET JUMP FENCE (SILVER COLOR)
PR	PAINTED METAL STAIR AND RAILING (BEIGE COLOR)
PM	PAINTED METAL FRAME (DARK BRONZE)
VP	VISION GLAZING WITH PAINTED METAL FRAME (BEIGE COLOR)

GARAGE ELEVATION-EAST

GARAGE ELEVATION-NORTH

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Sheet Title
PARKING STRUCTURE ELEVATIONS

Scale: 1/16" = 1'-0"

Kaiser Project # CAP015954

HOK Project # 17.04047.00

Sheet Number
A3.10

Date: 08/19/22

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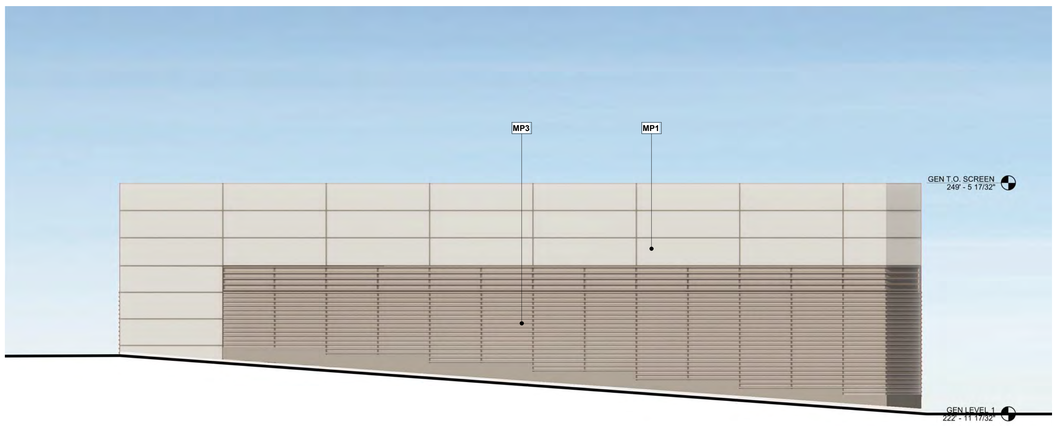
2022-08-17 12:52:59 PM

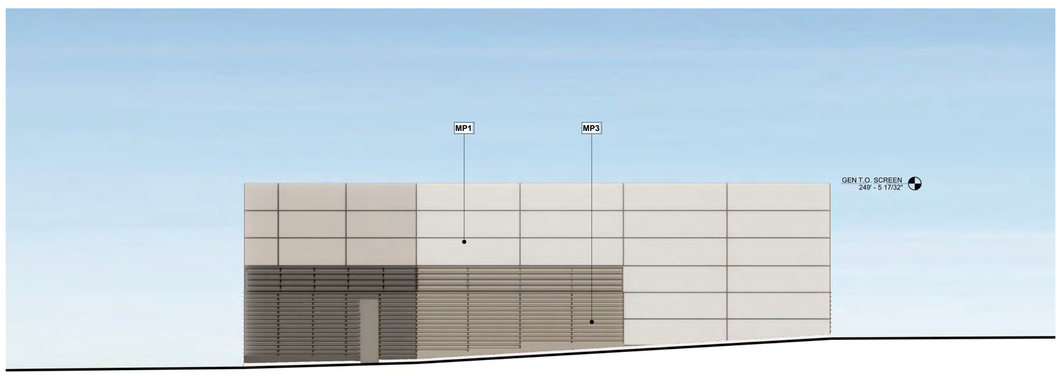
EXTERIOR MATERIAL TYPES

MP1 **PAINTED HORIZONTAL METAL PANEL**

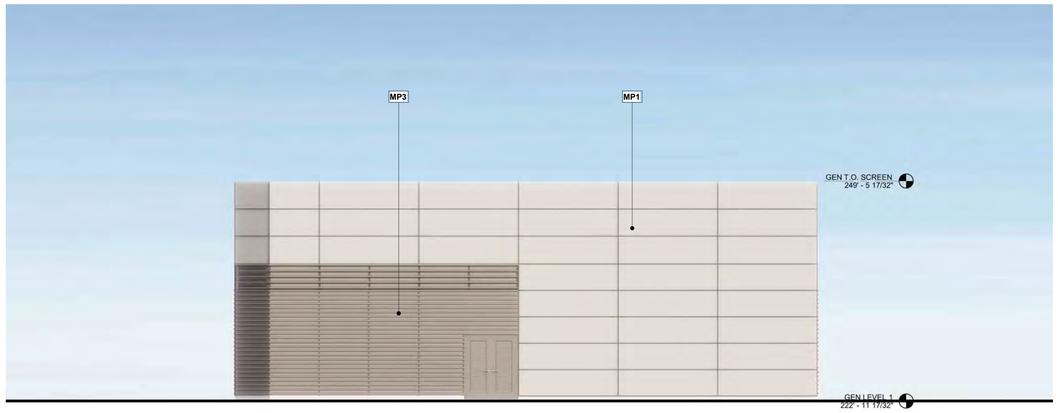
MP3 **PAINTED CORRUGATED METAL PANEL**



GENERATOR YARD ELEVATION-NORTHWEST



GENERATOR YARD ELEVATION-NORTHEAST



GENERATOR YARD ELEVATION-SOUTHWEST

GENERATOR YARD ELEVATION-SOUTHEAST

2022-08-17 12:53:00 PM

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Sheet Title
GENERATOR YARD ELEVATIONS

Scale: 1/16" = 1'-0"

Kaiser Project # CAP015954

HOK Project # 17.04047.00

Sheet Number
A3.14

Date: 08/19/22

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PC EXHIBIT N

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3	MPP STAGE 2 RESPONSE 2 UPDATE	2022-10-13

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ROSEVILLE, CALIFORNIA

Project
INPATIENT BED TOWER
1600 EUREKA RD
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Sheet Title
PERSPECTIVE

Scale:

Kaiser Project # CAP015954

HOK Project # 17.04047.00

Sheet Number
A3.05

Date:
08/19/22

2022-10-14 11:53:16 AM

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No.	Revision Description	YYYY-MM-DD
	MPP STAGE 2	2022-05-25
1	MPP STAGE 2 RESPONSES	2022-06-30
2	MPP STAGE 2 RESPONSE 2	2022-08-19
3	MPP STAGE 2 RESPONSE 2 UPDATE	2022-10-13

Agency Approval

Key Plan

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PERSPECTIVE

Scale:

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A3.06

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Sheet Number
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Sheet Title
PARKING STRUCTURE PERSPECTIVE

Scale:

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HOK Project # 17.04047.00

Sheet Number
A3.11

Date:
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Sheet Number
A3.12

Date:
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PARKING STRUCTURE PERSPECTIVE

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Sheet Number
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Sheet Title
GENERATOR YARD
PERSPECTIVE

Scale:

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HOK Project # 17.04047.00

Sheet Number
A3.15

Date:
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Sheet Title
GENERATOR YARD PERSPECTIVE

Scale:

Kaiser Project # CAP015954

HOK Project # 17.04047.00

Sheet Number
A3.16

Date:
08/19/22

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PC EXHIBIT O

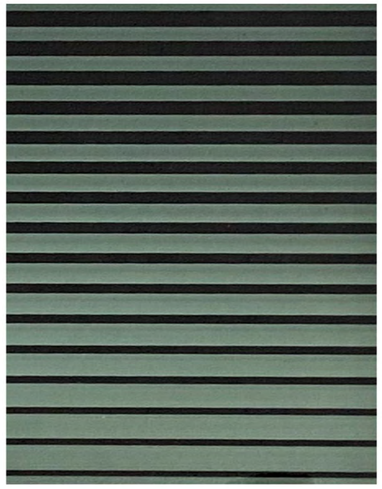
EXTERIOR MATERIAL TYPES

- V1 VISION GLAZING
- VF1 VISION GLAZING WITH FRIT PATTERN
- S1 SPANDREL PANEL
- SF1 SPANDREL PANEL WITH FRIT PATTERN
- MP1 PAINTED HORIZONTAL METAL PANEL
- MP2 PAINTED VERTICAL METAL PANEL
- MP3 PAINTED CORRUGATED METAL PANEL
- MP4 PAINTED METAL COLUMN COVER
- ML1 PAINTED METAL FRAME AND SUNSHADE
- ML2 PAINTED STEEL FRAME
- BF BOARD FORMED CONCRETE
- WS1 WOOD LOOK METAL SOFFIT

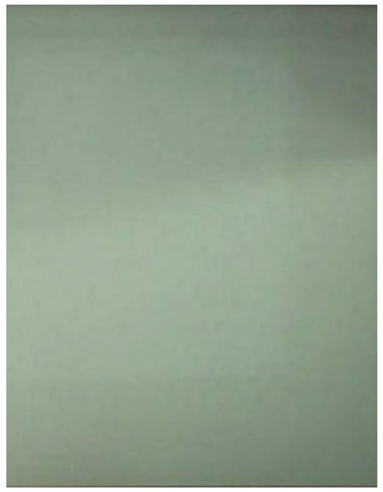
ARCHITECTURAL MATERIAL PALETTE

V1 VISION GLASS (VNE 1-53)

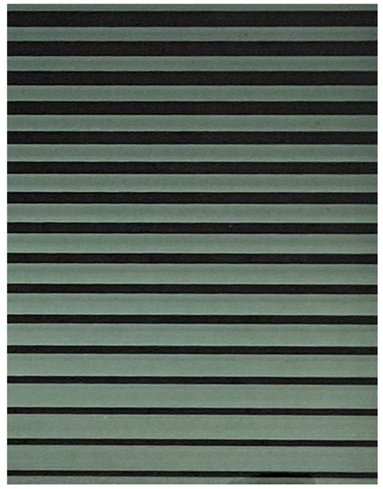
VF1 FRITTED VISION GLASS (VNE1-53+ FRIT ON #2)



S1 SPANDREL GLASS



SF1 FRITTED SPANDREL GLASS

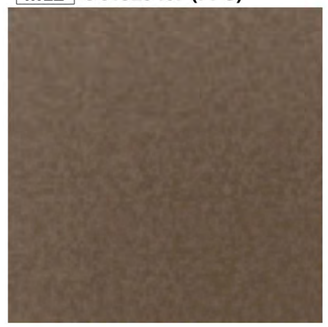


BF BOARD FORMED CONCRETE - WARM SANDS

MP1 METAL PANEL COATING: MANHATTAN BEIGE PEARL UC106687F (PPG)

MP2 METAL PANEL COATING: MP3 CASHMERE PEARL UC106689F (PPG)

MP4 METAL PANEL COATING: ML1 LIGHT BRONZE ML2 UC132348F (PPG)



WS1 METAL PANEL COATING: LIGHT OAK

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Sheet Title
MATERIAL BOARD

Scale: 1/16" = 1'-0"	Kaiser Project # CAP015954
	HOK Project # 17.04047.00
Date: 08/19/22	Sheet Number A3.08

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EXTERIOR MATERIAL TYPES

PC1 PAINTED CONCRETE (BEIGE COLOR)

PC2 PAINTED CONCRETE (DARKER BEIGE COLOR)

CMU1 SPLITFACE CMU (BEIGE COLOR)

PP PERFORATED METAL PANEL - TREE IMPRESSIONS IMAGE

PF PAINTED METAL PICKET JUMP FENCE (SILVER COLOR)

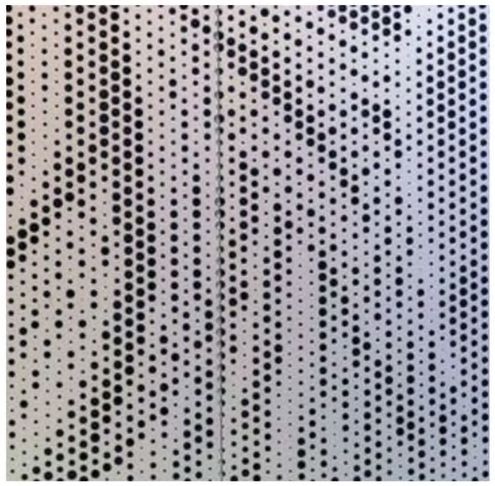
PR PAINTED METAL STAIR AND RAILING (BEIGE COLOR)

PM PAINTED METAL FRAME (DARK BRONZE)

VP VISION GLAZING WITH PAINTED METAL FRAME (BEIGE COLOR)

ARCHITECTURAL MATERIAL PALETTE

PP PERFORATED PANEL (HENDRICK ARCHITECTURAL)



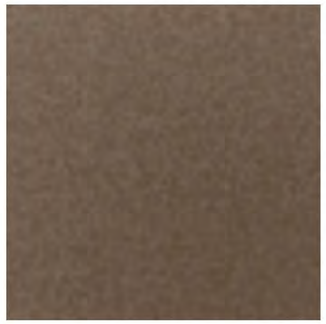
CMU1 SPLITFACE CMU (BASALITE CONCRETE)

VP VISION GLASS (VNE 1-53)

PC1 CONCRETE AND METAL RAILING COATING: PR MANHATTAN BEIGE PEARL UC106687F (PPG)

PC2 CONCRETE COATING: CASHMERE PEARL UC106689F (PPG)

PM METAL FRAME COATING: LIGHT BRONZE UC132348F (PPG)



PF METAL FENCE COATING: BRIGHT SILVER UC119338 (PPG)

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2	MPP STAGE 2 RESPONSE 2	2022-08-19

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Sheet Title
PARKING STRUCTURE MATERIAL BOARD

Scale: 1/16" = 1'-0"	Kaiser Project # CAP015954
	HOK Project # 17.04047.00
Date: 08/19/22	Sheet Number A3.17

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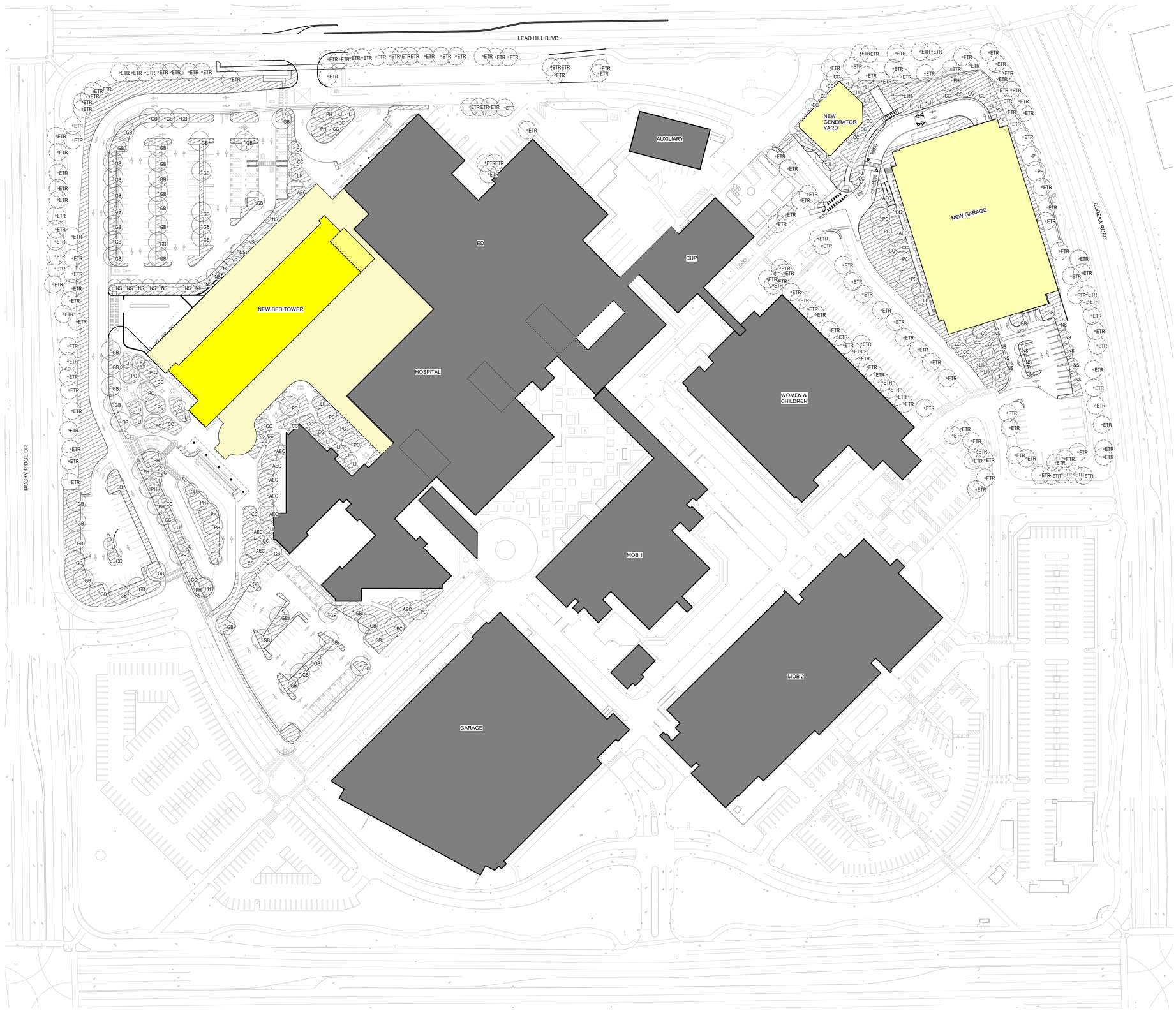
PC EXHIBIT P



1 PLANTING PLAN
1" = 60'-0"

Graphic Scale: 1 inch = 60 feet
0 60' 120' 180' 240'

SHEET NOTES

1. THE CONTRACTOR SHALL VERIFY THE LOCATION OF UNDERGROUND UTILITIES AND REPORT ANY CONFLICTS TO THE LANDSCAPE ARCHITECT FOR DECISION PRIOR TO COMMENCING CONSTRUCTION.
2. SEE SHEET L2.02 FOR PLANTING SCHEDULES.
3. SEE L3.21 & L3.22 FOR PLANTING DETAILS.
4. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR ALL PLANT QUANTITIES. REFER TO PLANT LIST AND PLANTING DETAILS FOR SPACING REQUIREMENT FOR EACH PLANT SPECIES.
5. SEE SHEET L3.21 FOR TREE PROTECTION DETAIL FOR EXISTING TREES TO REMAIN.

LEGEND

- PROPERTY LINE
- PLANTING
- ETR — EXISTING TREE TO REMAIN
- PROPOSED TREE

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1	MPP STAGE 1 RESPONSE	2022-03-22
	MPP STAGE 2	2022-05-25
2	MPP STAGE 2 RESPONSE	2022-06-30
	MPP STAGE 2 RESPONSE 2	2022-08-19

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Sheet Title
PLANTING PLAN

Scale: As indicated	Kaiser Project # CAP015954
	HOK Project # 17.04047.00
Date: 08/19/22	Sheet Number L1.04

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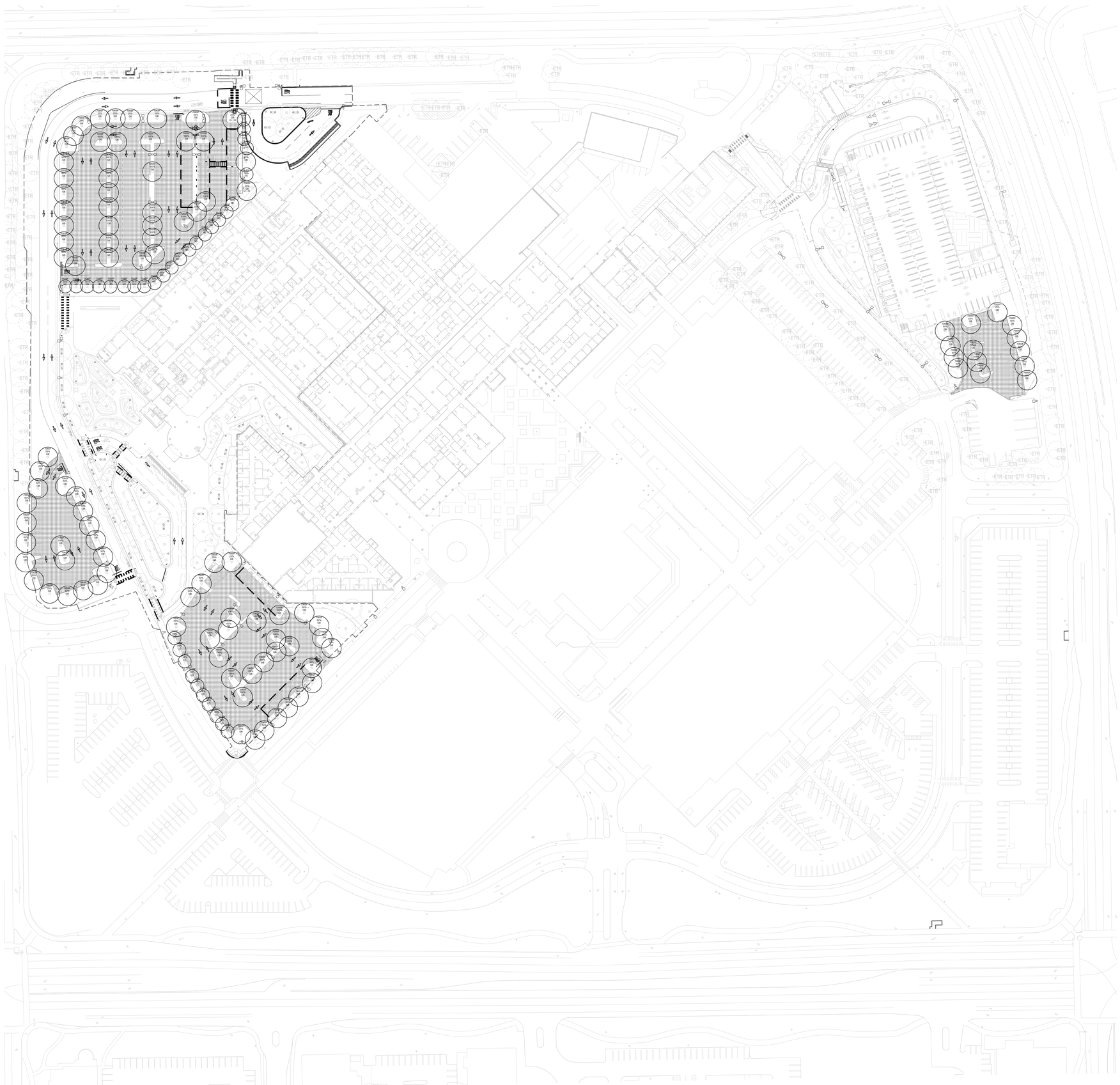

LEGEND

TREES INCLUDED IN CALCULATION

QUALIFYING PAVED AREA IN PARKING

PARKING LOT SHADE CALCULATIONS

TREE SPECIES	INTERIOR PLANTER 100%	SOUTH, EAST & WEST 50%	CORNER & NORTH 25%	TOTAL
AESCULUS CALIFORNICA	0	0	0	0
CERCIS CANADANSIS 'OAKLAHOMA' (20')	0	14 TREES(314 SF) = 2,198 SF	1 TREE(314 SF) = 78 SF	2,276 SF
GINGKO BILOBA (30')	40 TREES(706 SF) =28,240 SF	47 TREES(706 SF) = 16,591 SF	18 TREES(706 SF) = 3,177 SF	48,008 SF
LAGERSTROEMIA INDICA 'TUSCARORA	0	0	0	0
NYSSA SLYVATICA (20')	0	19 TREES(314 SF) =2,983 SF	0	2,983 SF
PISTACIA CHINENSIS	0	0	0	0
PINUS HALEPENSIS	0	0	0	0
EXISTING TREES	0	0	0	0

1.TOTAL QUALIFYING AREA IN PARKING LOT	105,696 SF				
2. SHADE REQUIRED	52,848 SF				
3. SHADE PROVIDED	53,267 SF				
4. % PROVIDED	50.4%				

Graphic Scale: 1 inch = 60 feet

0 60' 120' 180' 240'

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Sheet Title
PARKING LOT SHADING PLAN

Scale:

Kaiser Project # CAP015954

HOK Project # 17.04047.00

Sheet Number
L1.05

Date:
08/19/22

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GROUND PLANTING SCHEDULE

ABBREVIATION	BOTANICAL NAME	COMMON NAME	HYDROZONE	SPACING	SIZE	MATURE HEIGHT	MATURE SPREAD	ALLERGEN
FC	FESTUCA CALIFORNICA	CALIFORNIA FESCUE	LOW	36"	5 GALLON	4'	3'	MILD ALLERGEN
SA	SCABIOSA ATROPURPUREA	SWEET SCABIOUS	LOW	12"	1 GALLON	2'	1'	NON ALLERGEN
SPA	SPOROBOLUS AIROIDES	ALKALI SACATON	LOW	24"	1 GALLON	4'	2'	NON ALLERGEN
EC	ELYMUS CANADENSIS	NODDING WILD RYE	LOW	36"	5 GALLON	5'	3'	MILD ALLERGEN
AW	ARCTOSTAPHYLOS 'WAYSIDE'	WAYSIDE MANZANITA	LOW	48"	5 GALLON	3'	5'	MILD ALLERGEN
AM	ANAPHALIS MARGARITACEA	PEARLY EVERLASTING	LOW	24"	1 GALLON	3'	2'	MILD ALLERGEN
CG	CEANOTHUS GRISEUS VAR. HORIZONTALIS 'YANKEE POINT'	CALIFORNIA LILAC	LOW	96"	5 GALLON	3'	8'	MILD ALLERGEN
CR	CALAMAGROSTIS RUBESCENS	PINEGRASS	LOW	12"	1 GALLON	3'	1'	MILD ALLERGEN
CP	COLEONEMA PULCHELLUM 'COMPACTA'	DWARF BREATH OF HEAVEN	MODERATE/MEDIUM	60"	1 GALLON	6'	5'	MILD ALLERGEN
EK	ERIGERON KARVINSKIANUS	SANTA BARBARA DAISY	LOW	36"	1 GALLON	1'	3'	MILD ALLERGEN
ACM	ACHILLEA MILLEFOLIUM	FIREFLY SUNSHINE YARROW	LOW	36"	1 GALLON	3'	3'	MILD ALLERGEN
EU	ERIOGONUM UMBELLATUM	SULPHURFLOWER BUCKWHEAT	LOW	36"	1 GALLON	1'	3'	MILD ALLERGEN
SL	SALVIA LEUCOPHYLLA	PURPLE SAGE	LOW	60"	1 GALLON	5'	5'	NON ALLERGEN
SGA	SALVIA GREGGII 'ALBA'	WHITE AUTUMN SAGE	LOW	24"	1 GALLON	2'	2'	NON ALLERGEN
SGR	SALVIA GREGGII 'ROSEA/PINK'	ROSE TEXAS SAGE	LOW	24"	1 GALLON	2'	2'	NON ALLERGEN
HPM	HEUCHERA 'PURPLE MOUNTAIN MAJESTY'	PURPLE MOUNTAIN MAJESTY ALUMROOT	MODERATE/MEDIUM	24"	1 GALLON	1'	2'	NON ALLERGEN
HPS	HEUCHERA 'PEPPERMINT SPICE'	PEPPERMINT SPICE CORAL BELLS	MODERATE/MEDIUM	24"	1 GALLON	1'	2'	NON ALLERGEN
PM	POLYSTICHUM MUNITUM	WESTERN SWORDFERN	MODERATE/MEDIUM	48"	5 GALLON	4'	4'	NON ALLERGEN

TREE PLANTING SCHEDULE

ABBREVIATION	BOTANICAL NAME	COMMON NAME	TYPE	WUCOLS	CONTAINER/ROOTBALL SIZE	MATURE HEIGHT	MATURE SPREAD	ALLERGEN
AEC	AESCULUS CALIFORNICA	CALIFORNIA BUCKEYE	DECIDUOUS	VERY LOW	36" BOX	25'	20'-30'	NON ALLERGEN
CC	CERCIS CANADANSIS 'OAKLAHOMA'	EASTERN REDBUD	DECIDUOUS	LOW	36" BOX	10'-20'	10'-20'	MILD ALLERGEN
GB	GINGKO BILOBA	MAIDENHAIR TREE	DECIDUOUS	MODERATE	36" BOX	35'-65'	25'-30'	MILD ALLERGEN
LI	LARGERSTROEMIA INDICA 'TUSCARORA'	CREPE MYRTLE	DECIDUOUS	LOW	36" BOX	15'-25'	10'-20'	NON ALLERGEN
NS	NYSSA SYLVATICA	BLACK GUM	DECIDUOUS	MODERATE	36" BOX	30'-50'	15'-20'	MILD ALLERGEN
PC	PISTACHIA CHINENSIS	CHINESE PISTACHE	DECIDUOUS	LOW	36" BOX	30'-40'	25'-35'	NON ALLERGEN
PH	PINUS HALEPENSIS	ALEPPO PINE	EVERGREEN	LOW	36" BOX	60'	20'-40'	NON ALLERGEN

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No.	Revision Description	YYYY-MM-DD
	MPP STAGE 2	2022-05-25
1	MPP STAGE 2 RESPONSE	2022-06-30
	MPP STAGE 2 RESPONSE 2	2022-08-19

Agency Approval

Key Plan

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ROSEVILLE, CALIFORNIA

Project
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ROSEVILLE, CA 95661

Sheet Title
PLANTING SCHEDULE

Scale:

Kaiser Project # CAP015954

HOK Project # 17.04047.00

Sheet Number
L3.02

Date:
08/19/22

Original drawing is 42 x 30. Do not scale contents of this drawing.

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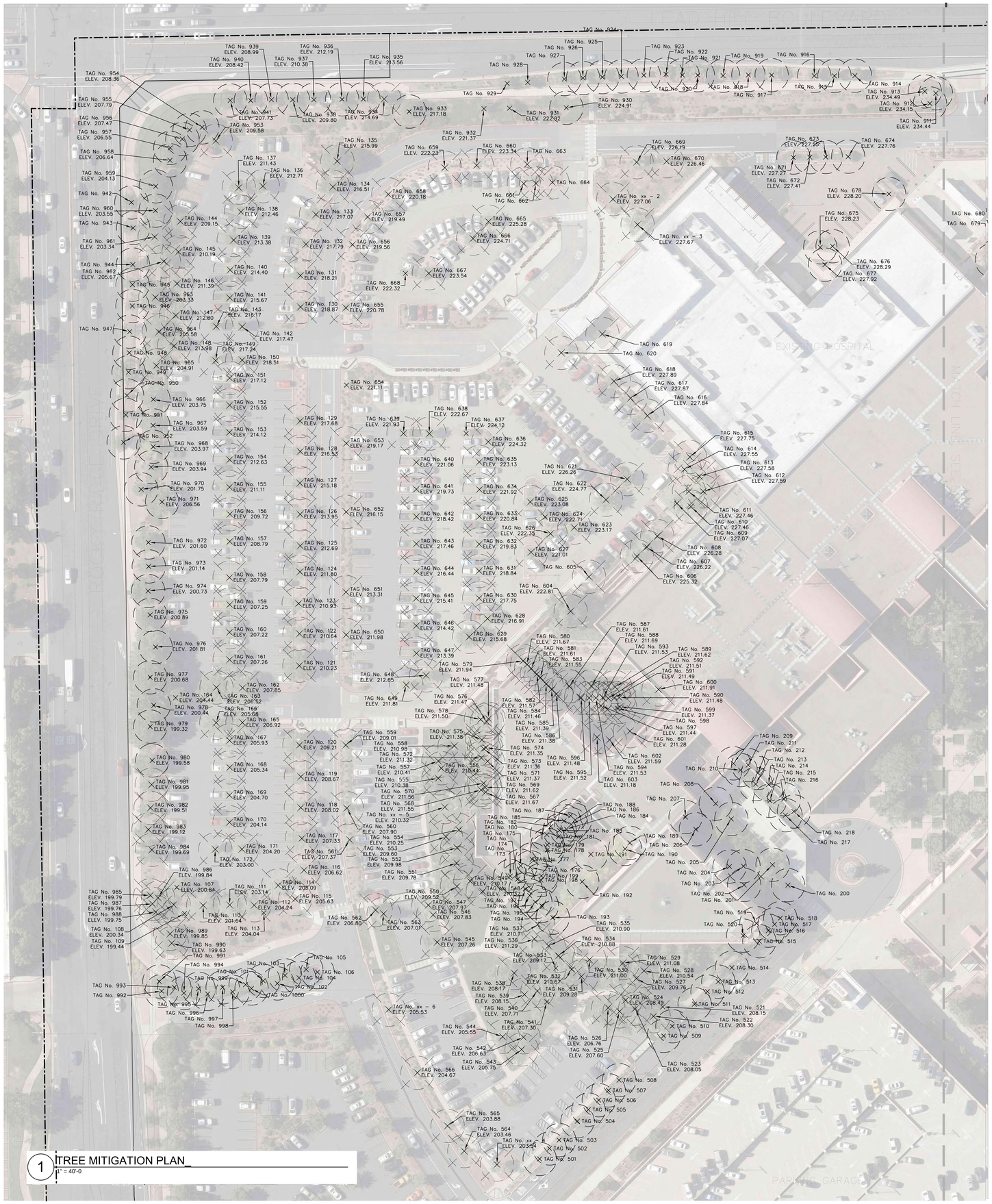

LEGEND

PROPERTY LINE

EXISTING TREE TO REMAIN

EXISTING TREE TO BE REMOVED
TOTAL 354

1 TREE MITIGATION PLAN
1" = 40'-0

Graphic Scale: 1 inch = 40 feet

0 40' 80' 120' 160'

2022-08-29 2:16:30 PM

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No.	Revision Description	YYYY-MM-DD
	MPP STAGE 1	2022-02-07
1	MPP STAGE 1 RESPONSE	2022-03-22
	MPP STAGE 2	2022-05-25
2	MPP STAGE 2 RESPONSE	2022-06-30
	MPP STAGE 2 RESPONSE 2	2022-08-19

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Sheet Title
TREE MITIGATION PLAN

Scale:	Kaiser Project # CAP015954
	HOK Project # 17.04047.00
	Sheet Number
Date: 08/19/22	L2.01

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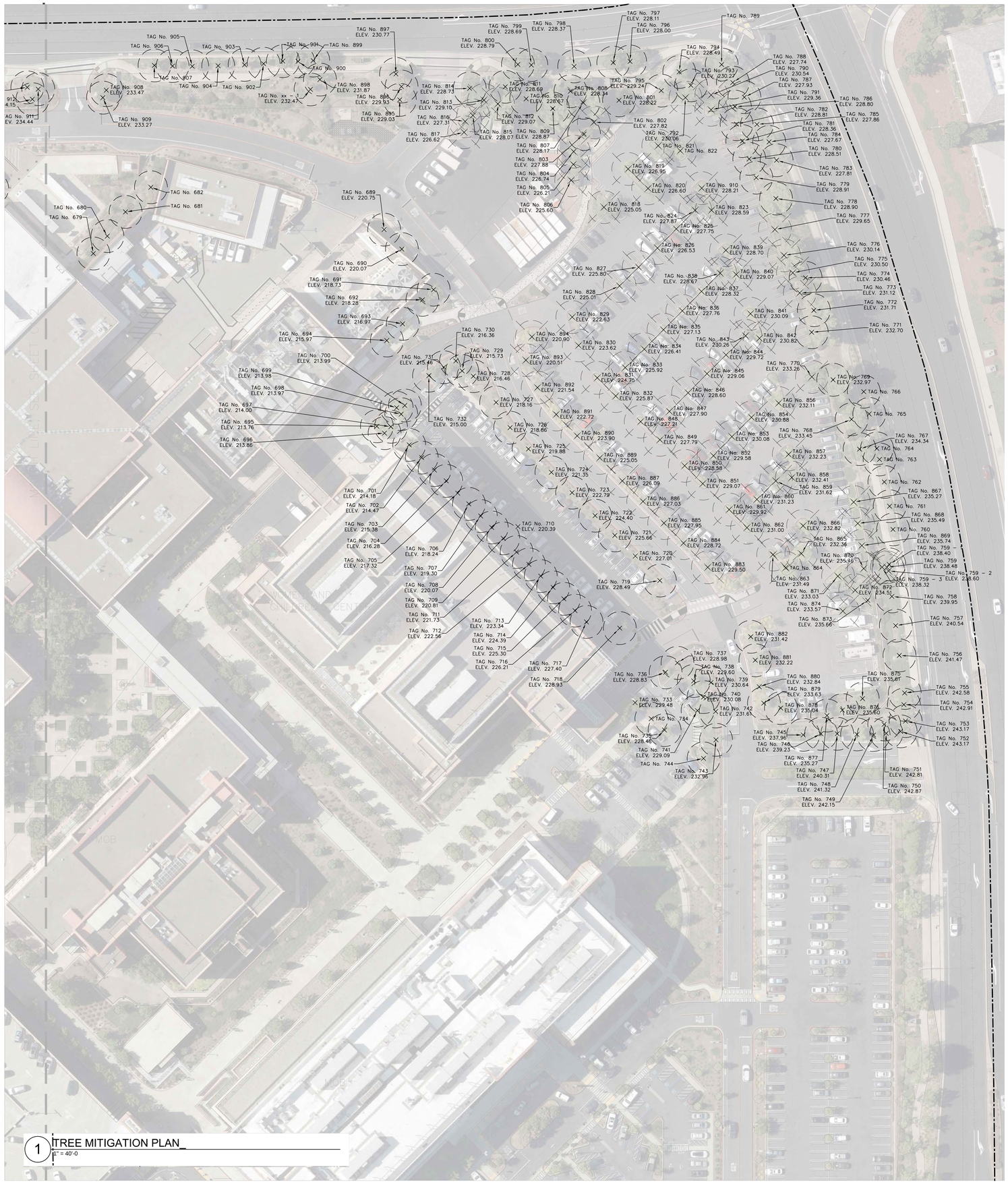

1 TREE MITIGATION PLAN_
1" = 40'-0

LEGEND

PROPERTY LINE

EXISTING TREE TO REMAIN

EXISTING TREE TO BE REMOVED
TOTAL 354

Graphic Scale: 1 inch = 40 feet

0 40' 80' 120' 160'

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	MPP STAGE 2	2022-05-25
2	MPP STAGE 2 RESPONSE	2022-06-30
	MPP STAGE 2 RESPONSE 2	2022-08-19

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L2.02

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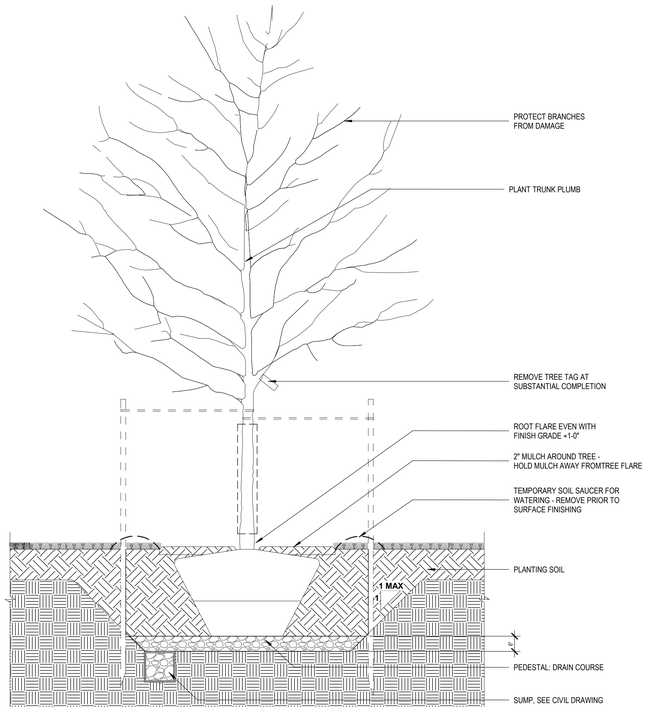
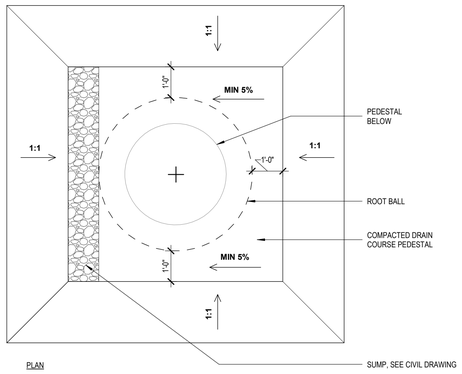


SECTION

NOTE:

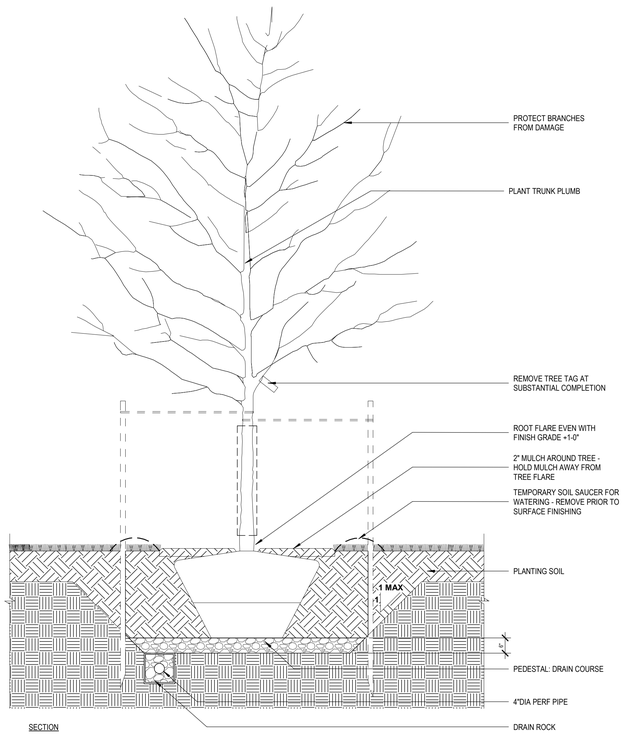
1. TESTING INFILTRATION: FOR EACH DIFFERENT SOIL PROFILE WITHOUT UNDERDRAINAGE SELECT REPRESENTATIVE PITS/ TRENCHES, TEST TO INFILTRATION RATE. NOTIFY LANSCAPE ARCHITECT IF INFILTRATION RATE IS OUTSIDE THE ACCEPTABLE RANGE 0.5 TO 2 INCHES PER HOUR, OR IF THERE IS ANY EVIDENCE OF WATER SEEPAGE INTO PITS/ TRENCHES AND IF SOIL WAS SATURATED OR EXTREMEY DRY PRIOR TO THE TEST. INSTALL SUBDRAINAGE OR SUMP TO SUCH PITS.



PLAN

3 TREE PLANTING DETAIL - SUMP - TOWER

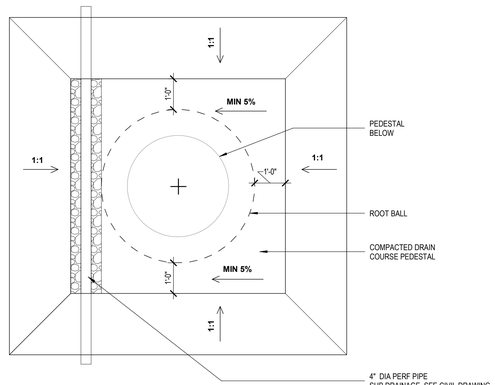
1/2" = 1'-0"



SECTION

NOTE:

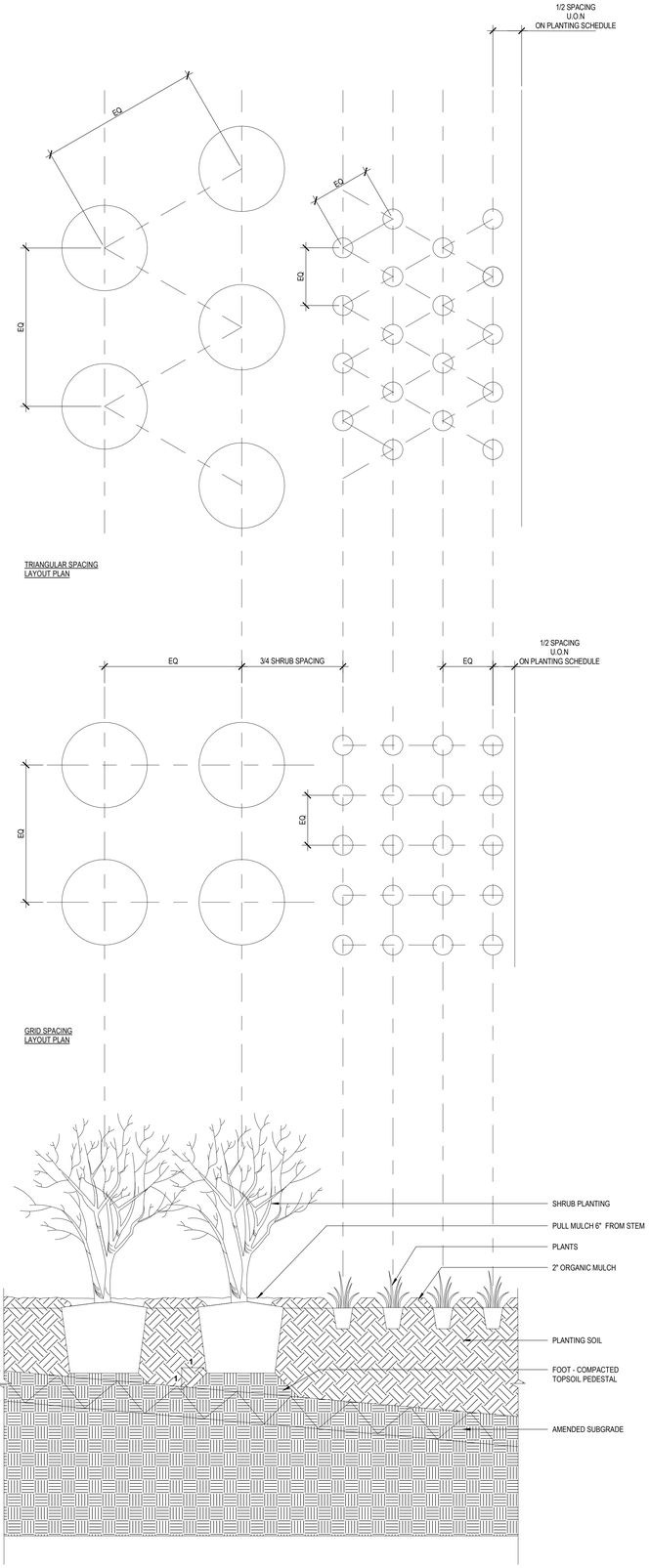
1. TESTING INFILTRATION: FOR EACH DIFFERENT SOIL PROFILE WITHOUT UNDERDRAINAGE SELECT REPRESENTATIVE PITS/ TRENCHES, TEST TO INFILTRATION RATE. NOTIFY LANSCAPE ARCHITECT IF INFILTRATION RATE IS OUTSIDE THE ACCEPTABLE RANGE 0.5 TO 2 INCHES PER HOUR, OR IF THERE IS ANY EVIDENCE OF WATER SEEPAGE INTO PITS/ TRENCHES AND IF SOIL WAS SATURATED OR EXTREMEY DRY PRIOR TO THE TEST. INSTALL SUBDRAINAGE OR SUMP TO SUCH PITS.



PLAN

2 TREE PLANTING DETAIL - SUB DRAINAGE - TOWER

1/2" = 1'-0"



1 SHRUB/ GROUND COVER PLANTING - TOWER

1" = 1'-0"

2022-06-29 2:16:42 PM

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	MPP STAGE 2	2022-05-25
1	MPP STAGE 2 RESPONSE	2022-06-30
	MPP STAGE 2 RESPONSE 2	2022-08-19

Agency Approval

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Sheet Title
PLANTING DETAILS

Scale:

Kaiser Project # CAP015954

HOK Project # 17.04047.00

Sheet Number
L4.21

Date:
08/19/22

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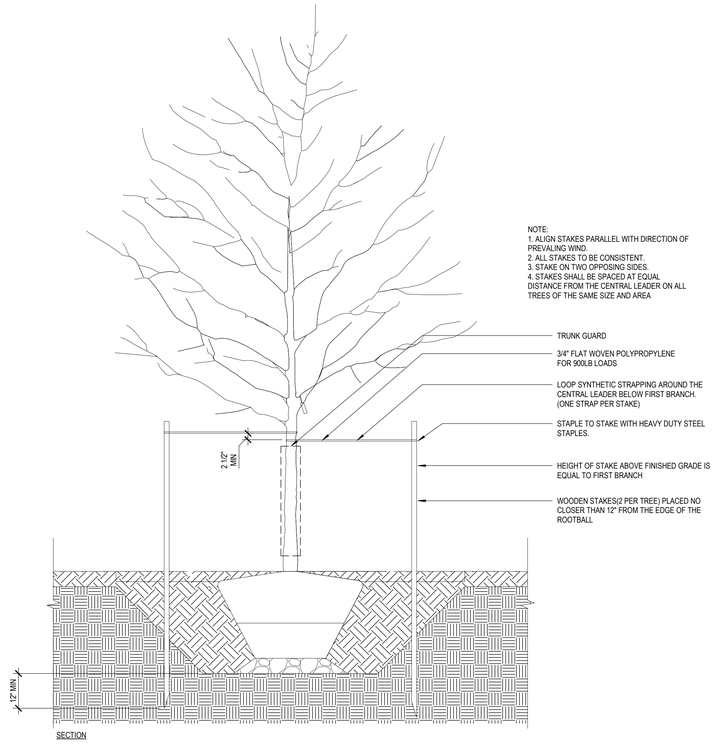

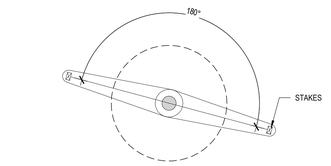

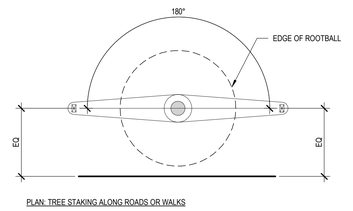

1 TREE STAKING - TOWER
1/2" = 1'-0"

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	Sheet Number
Date: 08/19/22	L4.22

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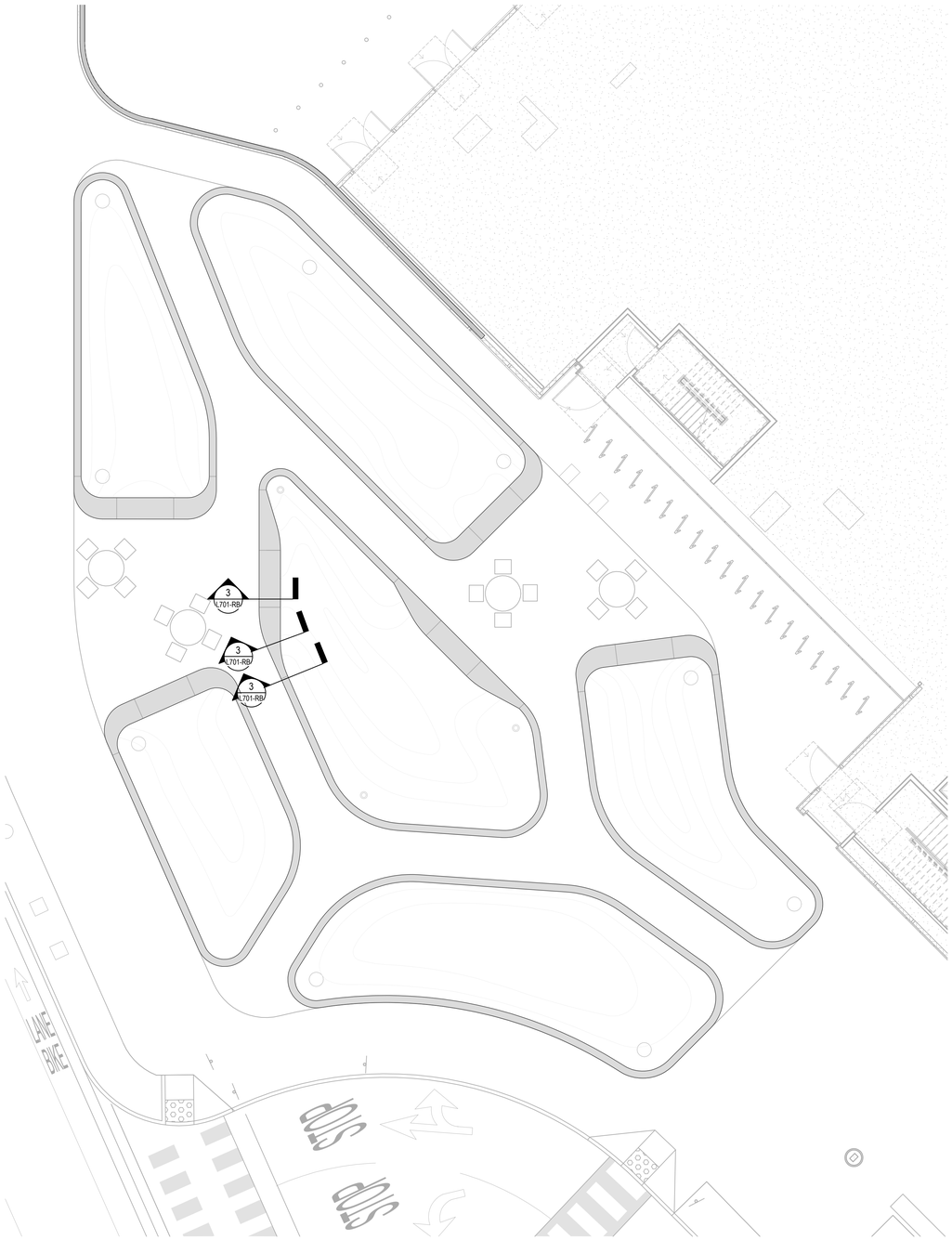
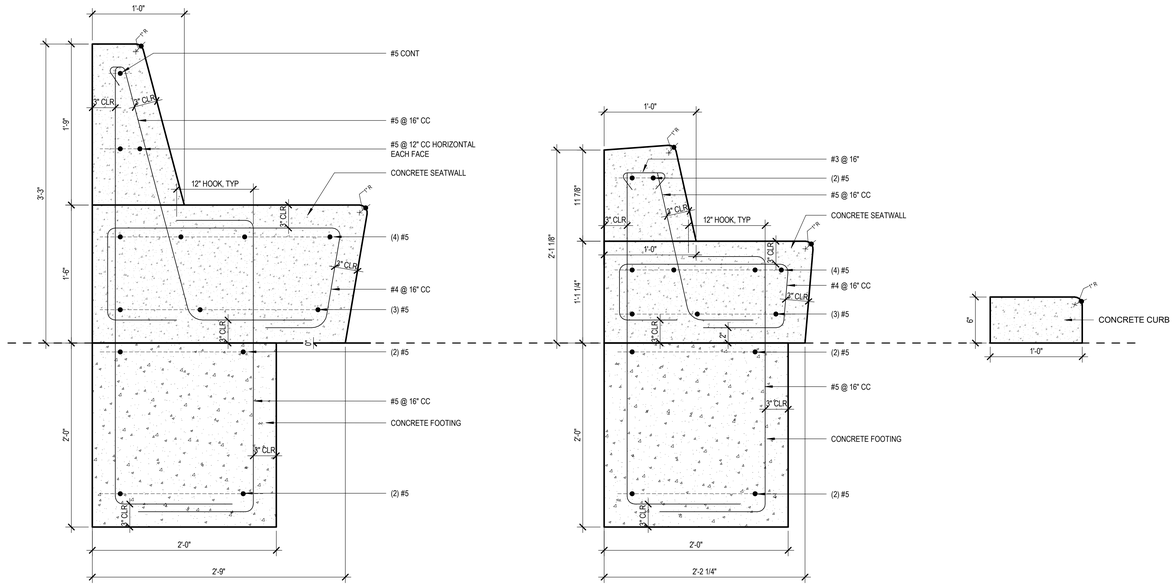
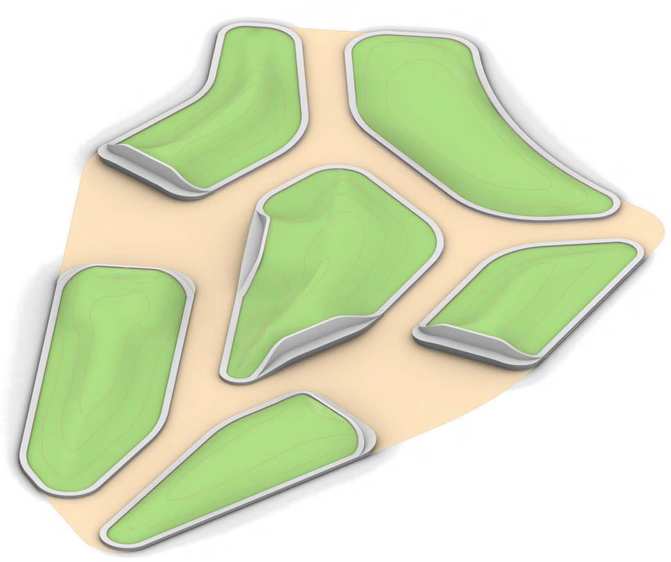
PC EXHIBIT Q



2 ENLARGEMENT PLAN - CUSTOM SEATWALL - TOWER
1/8" = 1'-0"



3 CUSTOM SEATWALL - SECTIONS - TOWER
1 1/2" = 1'-0"



1 CUSTOM SEATWALL - AXON - TOWER
3/8" = 1'-0"

2022-08-29 2:16:38 PM

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Sheet Title
ENLARGED DETAILS - SEATWALL

Scale:	Kaiser Project # CAP015954
	HOK Project # 17.04047.00
	Sheet Number
Date: 08/19/22	L4.01

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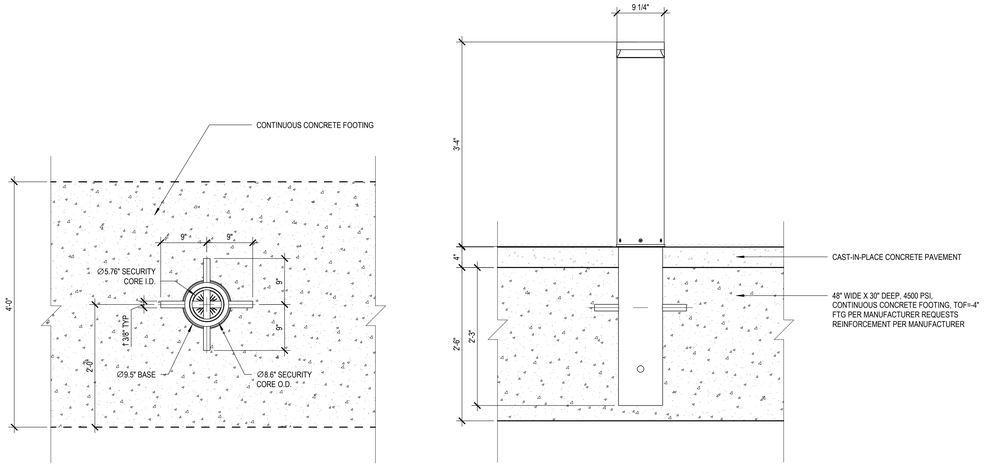
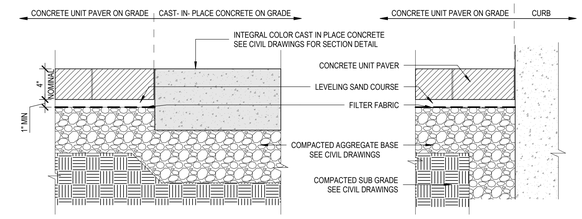
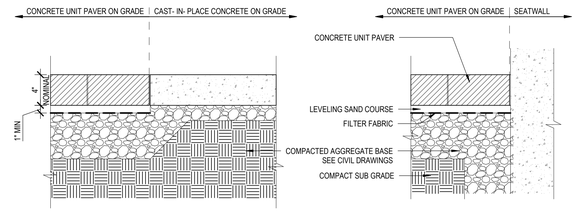


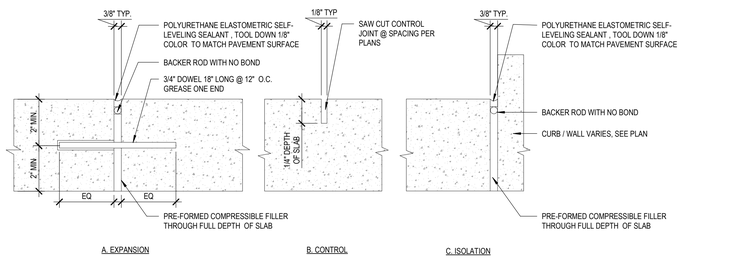
6 K-RATED BOLLARD (BO) - TOWER
1" = 1'-0"



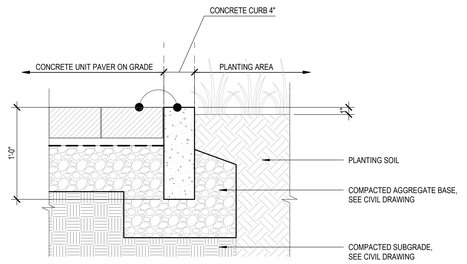
4 CONCRETE UNIT PAVING - VEHICULAR CONDITION (CUP-V) - TOWER
1 1/2" = 1'-0"



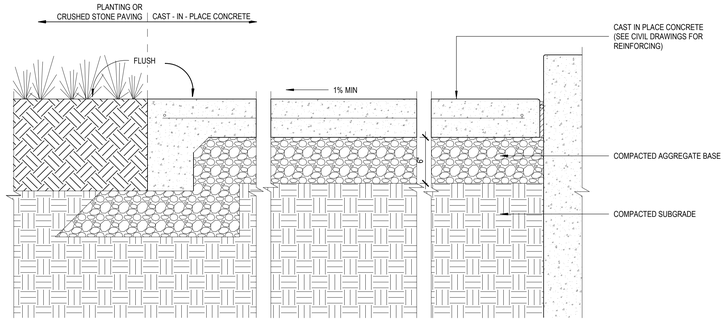
3 CONCRETE UNIT PAVING - PEDESTRIAN CONDITION (CUP-P) - TOWER
1 1/2" = 1'-0"



2 CONCRETE PAVING JOINTS - TOWER
3" = 1'-0"



5 CONCRETE EDGING (ED) - TOWER
1 1/2" = 1'-0"



CAST-IN-PLACE CONCRETE PAVING - PEDESTRIAN CONDITION (CIP-P1 & P2) - TOWER
1 1/2" = 1'-0"

2022-06-29 2:16:40 PM

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Sheet Title
MATERIAL & FURNISHING DETAILS

Scale:

Kaiser Project # CAP015954

HOK Project # 17.04047.00

Sheet Number
L4.11

Date:
08/19/22

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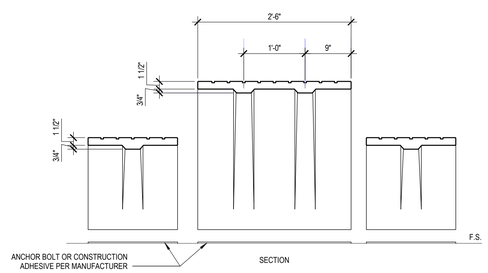

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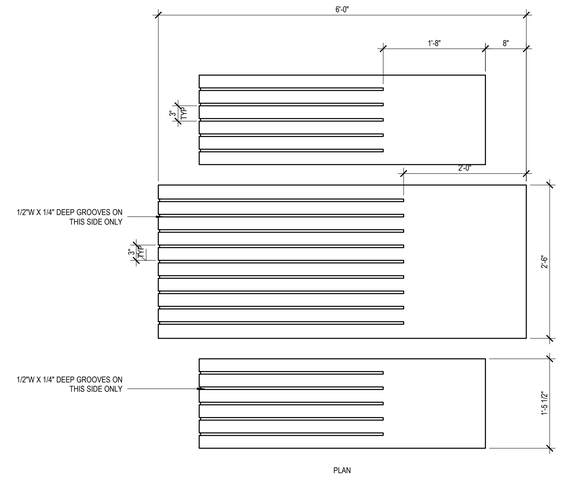
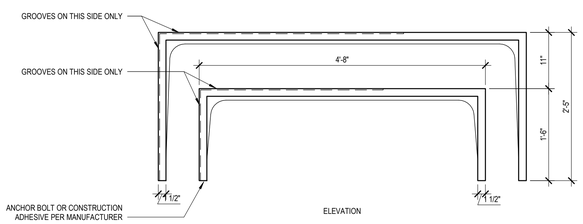


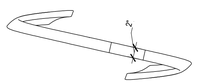
PLAN

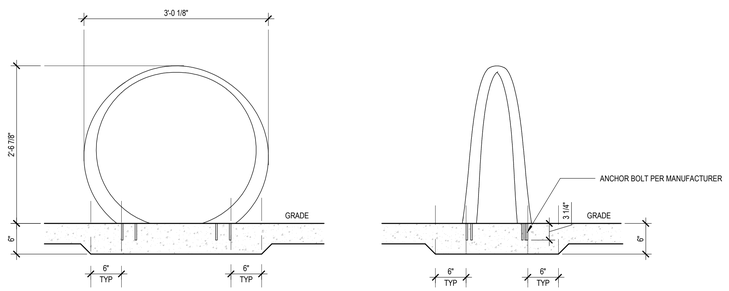


ELEVATION

4 TABLE SET - TYPE 2 (TB-2) - TOWER

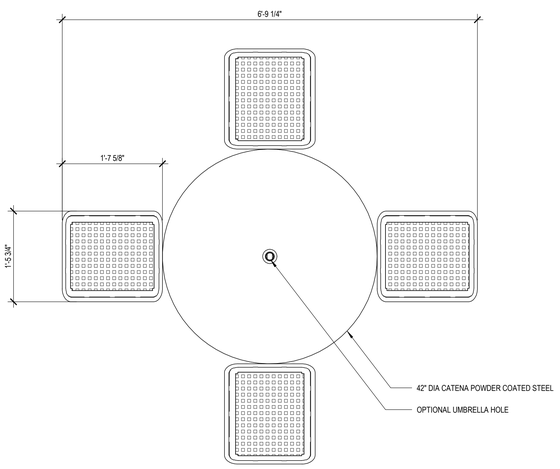
1" = 1'-0"



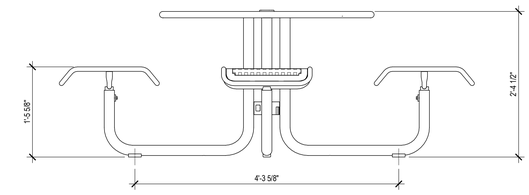


2 BIKE RACK (BR) - TOWER

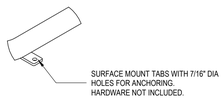
1" = 1'-0"



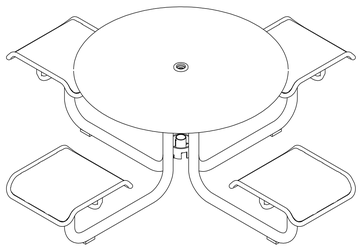
PLAN



ELEVATION



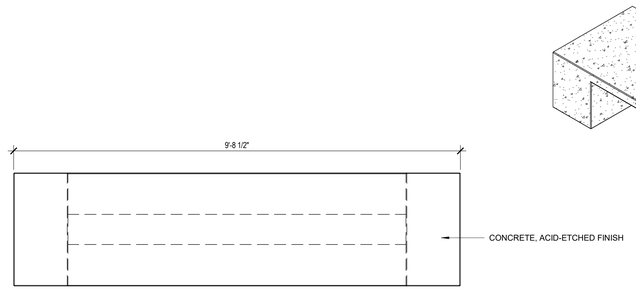
SURFACE MOUNT DETAIL



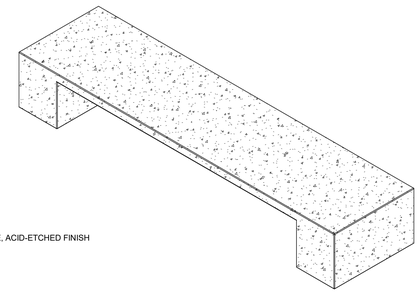
AXON

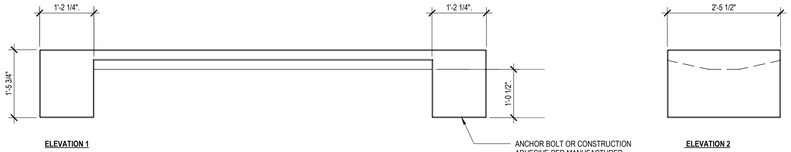
3 TABLE SET - TYPE 1 (TB-1) - TOWER

1" = 1'-0"



PLAN





ELEVATION 1

ELEVATION 2

1 BENCH (BN) - TOWER

3/4" = 1'-0"

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HEALTH PLAN INC

NATIONAL FACILITIES SERVICES
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OAKLAND, CA 94604

No.	Revision Description	YYYY-MM-DD
	MPP STAGE 2	2022-05-25
1	MPP STAGE 2 RESPONSE	2022-06-30
	MPP STAGE 2 RESPONSE 2	2022-06-19

Agency Approval

Key Plan

Hellmuth, Obata + Kassabaum, Inc.

One Bush Street, Suite 200
San Francisco, CA 94104 USA
t +1 415 243 0555 f +1 415 882 7763

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Facility
KAISER PERMANENTE
ROSEVILLE MEDICAL CENTER
ROSEVILLE, CALIFORNIA

Project
INPATIENT BED TOWER
1600 EUREKA RD
ROSEVILLE, CA 95661

Sheet Title
MATERIAL & FURNISHING DETAILS

Scale:

Kaiser Project # CAP015954

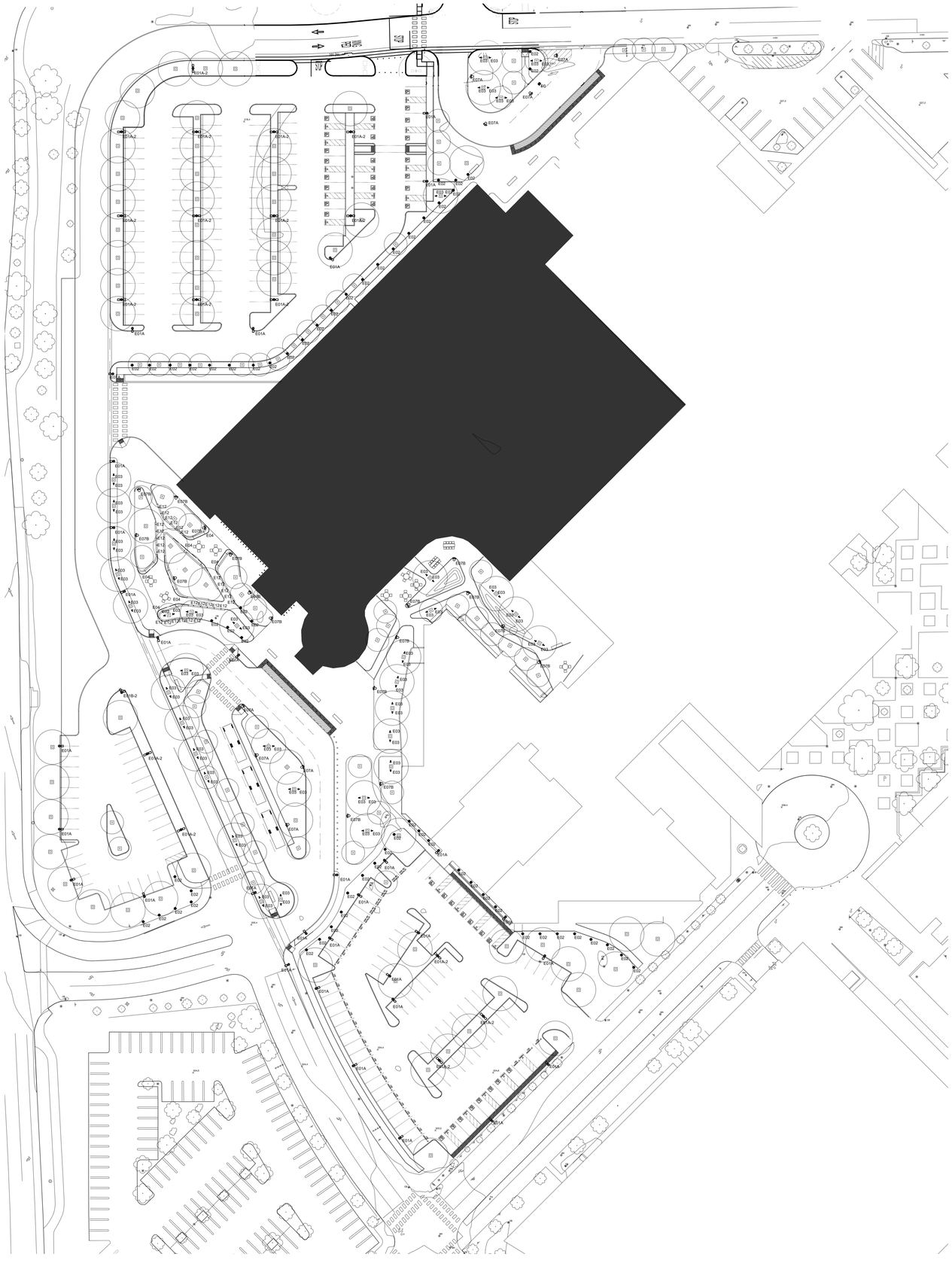
HOK Project # 17.04047.00

Sheet Number
L4.12

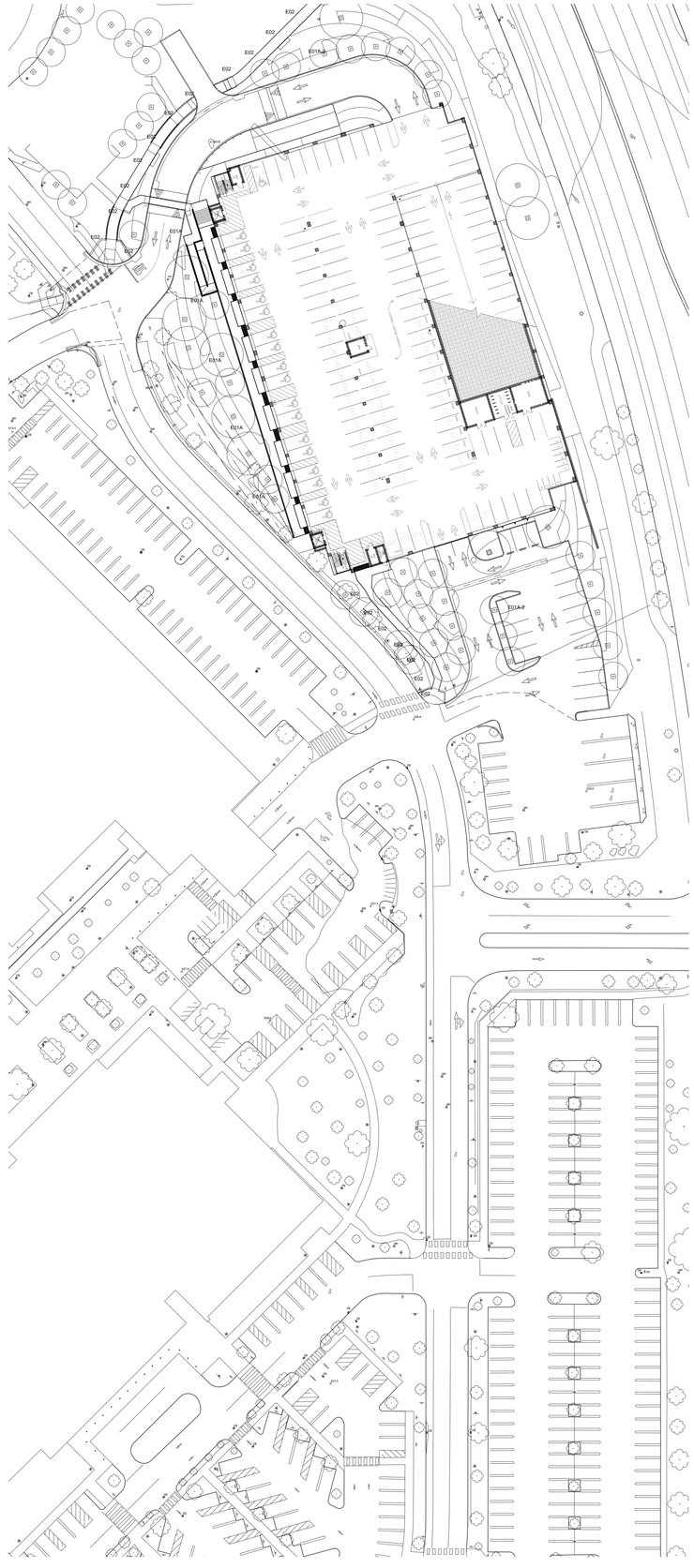
Date:
08/19/22

Original drawing is 42 x 30. Do not scale contents of this drawing.

2022-06-29 2:16:42 PM



1. West Sector Site Plan



2. East Sector Site Plan

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KAISER FOUNDATION
HEALTH PLAN INC

NATIONAL FACILITIES SERVICES
POST OFFICE BOX 12916
OAKLAND, CA 94604

No.	Revision Description	YYYY-MM-D
	MPP STAGE 2	2022-05-25
1	MPP STAGE 2 RESPONSE	2022-06-30
2	MPP STAGE 2 RESPONSE 2	2022-08-19
	MPP STAGE 2 RESPONSE 2 UPDATE	2022-10-13

Agency Approval

Key Plan

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ROSEVILLE MEDICAL CENTER
ROSEVILLE, CALIFORNIA

Project
INPATIENT BED TOWER
1600 EUREKA RD
ROSEVILLE, CA 95661

Sheet Title
SITE LIGHTING PLAN

Scale: 1" 40 -0"

Kaiser Project # CAP015954

HOK Project # 17.04047.00

Date: 08/19/22

Sheet Number
LT1.00

Original drawing is 42 x 30. Do not scale contents of this d

SITE LIGHTING FIXTURE SCHEDULE

TYPE MARK	MANUFACTURER	MODEL NUMBER	DESCRIPTION	WATTAGE	WATTAGE UNIT	DELIVERED LUMENS	OUTPUT UNITS	COMMENTS	SOURCE COLOR	COLOR RENDERING	VOLTAGE	DRIVER TYPE	DRIVER LOCATION	FIXTURE RATING	FIXTURE FINISH
E01A	GARDCO	P26-48L-400-WW-G2-3	POLE TOP LUMINAIRE (TYPE III), LOW GLARE, LOW LIGHT SPILL DOWNLIGHT ONLY, LED POLE LUMINAIRE AT ROADWAYS AND PARKING LOTS, TYPE 3 DISTRIBUTION	60	W	7673	LM	LOCATION: VARIOUS ROADWAYS/ PARKING LOTS	2700 K	80+ CRI	120-277V	0-10V	INTEGRAL	UL WET	TBD
E01A-2	GARDCO	P26-48L-400-WW-G2-3	TWIN POLE TOP LUMINAIRE (TYPE III), 180DEG MOUNTING, LOW GLARE, LOW LIGHT SPILL DOWNLIGHT ONLY, LED POLE LUMINAIRE AT ROADWAYS AND PARKING LOTS, TYPE 3 DISTRIBUTION	60	W/HEAD	7673	LM/HEAD	LOCATION: VARIOUS ROADWAYS/ PARKING LOTS	2700 K	80+ CRI	120-277V	0-10V	INTEGRAL	UL WET	TBD
E01B-2	GARDCO	P26-48L-400-WW-G2-3	TWIN POLE TOP LUMINAIRE (TYPE III), 90DEG MOUNTING, LOW GLARE, LOW LIGHT SPILL DOWNLIGHT ONLY, LED POLE LUMINAIRE AT ROADWAYS AND PARKING LOTS, TYPE 3 DISTRIBUTION	60	W/HEAD	7673	LM/HEAD	LOCATION: VARIOUS ROADWAYS/ PARKING LOTS	2700 K	80+ CRI	120-277V	0-10V	INTEGRAL	UL WET	TBD
E02	BEGA	84220_K27	LED BOLLARD AT EGRESS PATHWAYS WITH FULLY SHIELDED ASYMMETRIC DISTRIBUTION, LOW GLARE, LOW LIGHTSPILL, DOWNLIGHT ONLY	11.5	W	1475	LM	LOCATION: VARIOUS PEDESTIRIAN PATHS	2700 K	80+ CRI	120-277V	0-10V	INTEGRAL	IP65	TBD
E03	ECOSENSE	F080-1R-MO-27-9-40-K-H-	ADJUSTABLE LED LUMINAIRE FOR SOFT GLOW ACCENT UPLIGHT ON TREES WITH INTEGRAL DIMMING	7.5	W	531	LM	LOCATION: VARIOUS TREES	2700 K	80+ CRI	120-277V	0-10V	INTEGRAL	UL WET	TBD
E04	LUMINII	KBL-F-V-27K-LENGTH	FLEXIBLE LED UNDER BENCH LIGHTING	3.5	W/FT	178	LM/HEAD	LOCATION: BENCHES	2700 K	80+ CRI	24V	0-10V	REMOTE	UL WET	TBD
E07A	BEGA	Fixture: 77653_K27; Pole: 25RFNS1	3 HEAD LED ADJUSTABLE PLAZA POLE TOP LUMINAIRE, WITH (3) 51w FIXTURES PER 25FT POLE (+2.5FT POLE BASE) EACH FIXTURE FULLY AIMABLE/ADJUSTABLE WITH SHIELDING SNOOT, LOW GLARE, LOW LIGHT SPILL	153	W/HEAD	4215	LM/HEAD	LOCATION: DROP OFF AREAS	2700 K	80+ CRI	120-277V	0-10V	INTEGRAL	IP65	TBD
E07B	BEGA	Fixture: 77653_K27; Pole: 14RFNS1	3 HEAD LED ADJUSTABLE PLAZA POLE TOP LUMINAIRE, WITH (3) 51w FIXTURES PER 14FT POLE (+2.5FT POLE BASE). EACH FIXTURE FULLY AIMABLE/ADJUSTABLE WITH SHIELDING SNOOT, LOW GLARE, LOW LIGHT SPILL	153	W/HEAD	4215	LM/HEAD	LOCATION: VARIOUS PEDESTRIAN PATHS	2700 K	80+ CRI	120-277V	0-10V	INTEGRAL	IP65	TBD
E12	BEGA	33055_K27_BLK	WALL RECESSED STEPLIGHT	8.4	W	480	LM	LOCATION: VARIOUS PEDESTRIAN PATHS	2700 K	80+ CRI	120-277V	0-10V	INTEGRAL	IP65	TBD

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Agency Approval

Key Plan

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ROSEVILLE MEDICAL CENTER
ROSEVILLE, CALIFORNIA

Project
INPATIENT BED TOWER
1600 EUREKA RD
ROSEVILLE, CA 95661

Sheet Title
SITE LIGHTING FIXTURE SCHEDULE

Scale:

Kaiser Project # CAP015954

HOK Project # 17.04047.00

Sheet Number
LT1.01

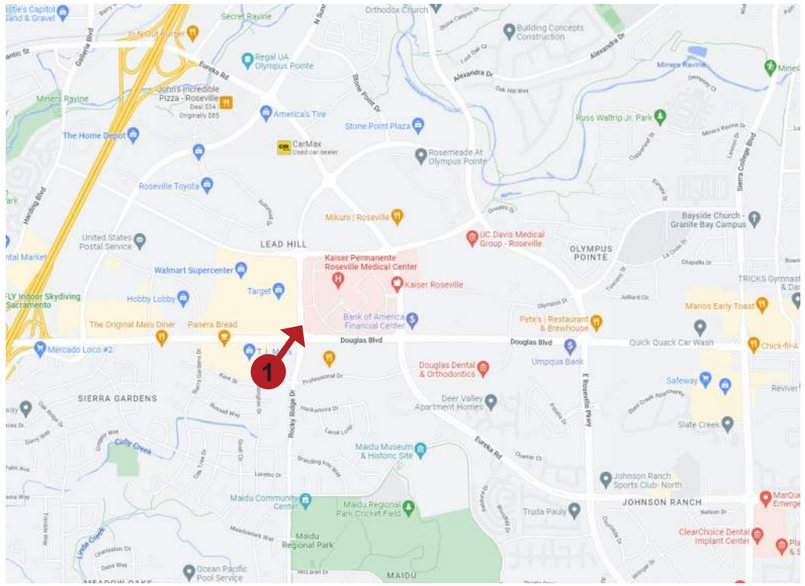
Date:
08/19/22

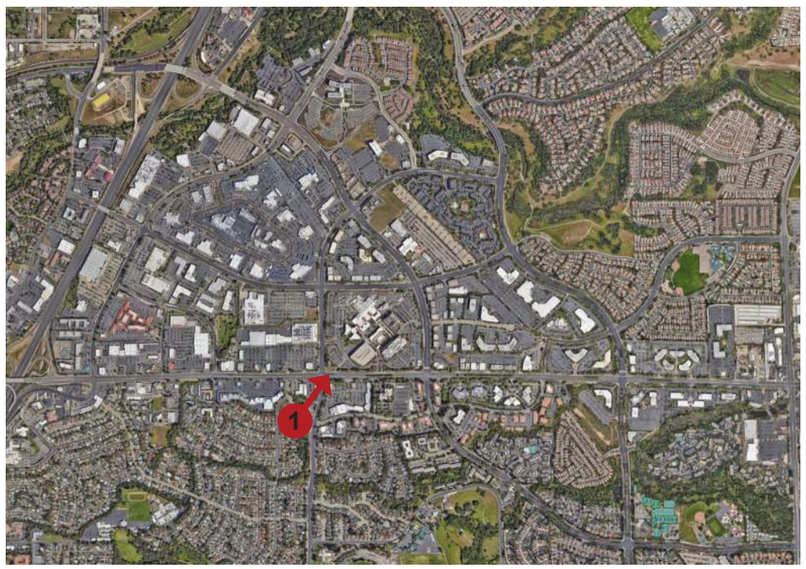
Original drawing is 42 x 30. Do not scale contents of this d

Kaiser Permanente Roseville Medical Center

View Studies

VIEW 1





Rocky Ridge Dr & Douglas Blvd

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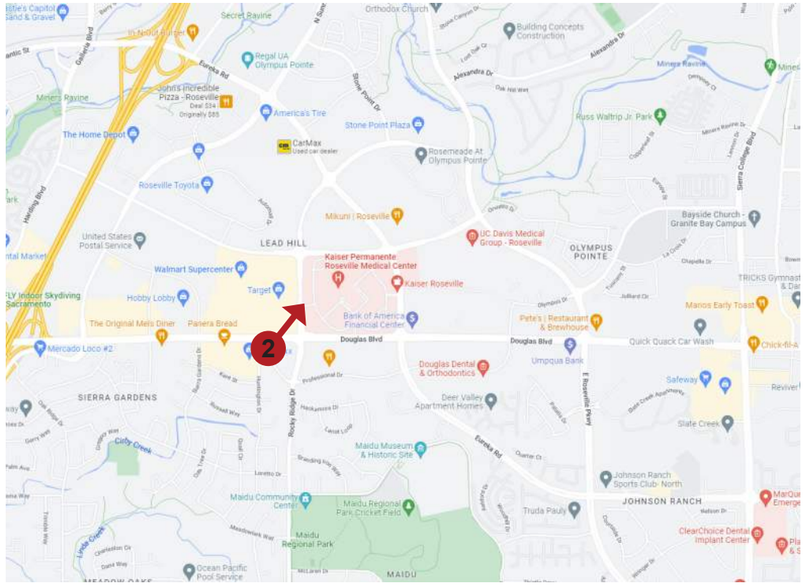

Rocky Ridge Dr

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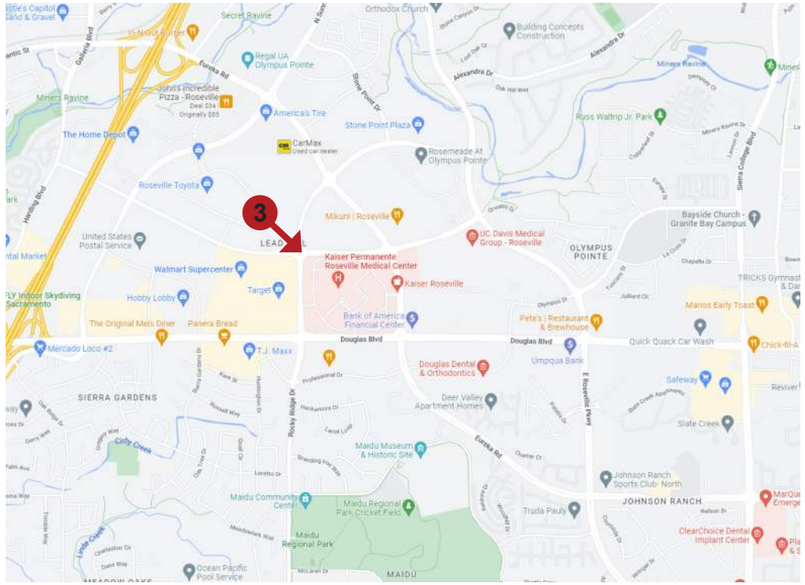

Rocky Ridge Dr & Lead Hill Blvd

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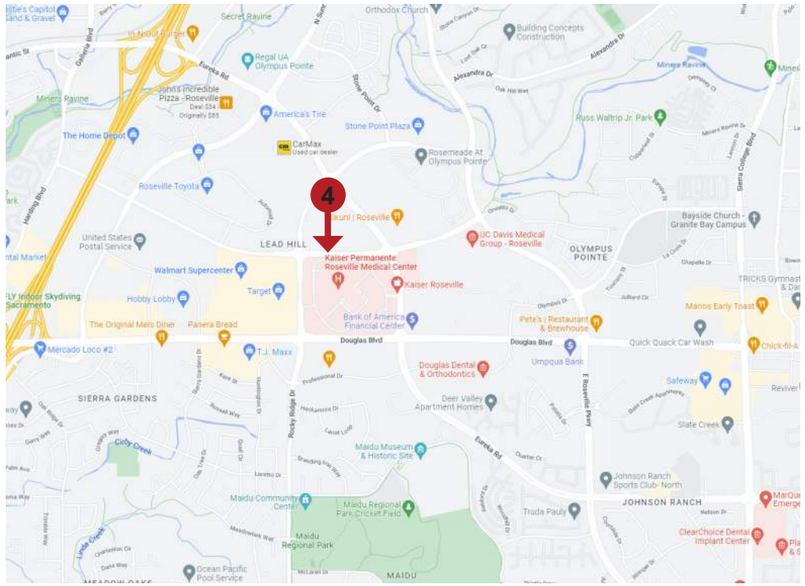

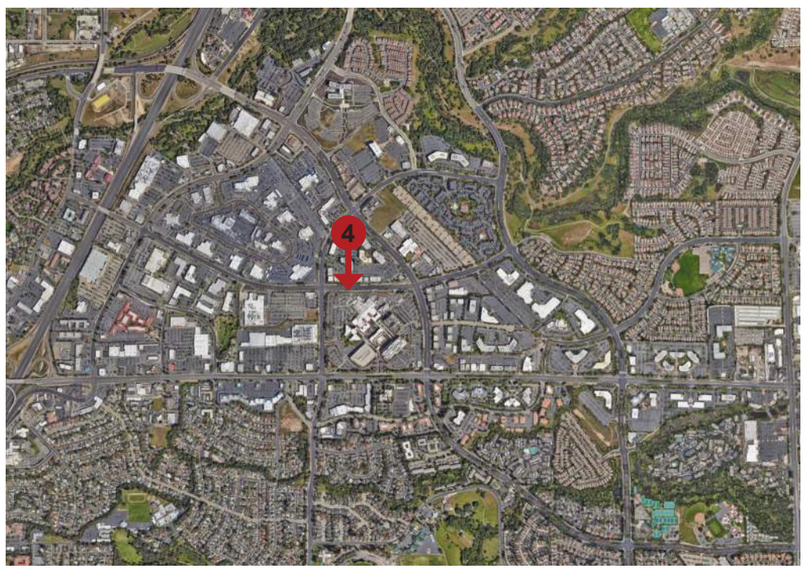

Lead Hill Blvd

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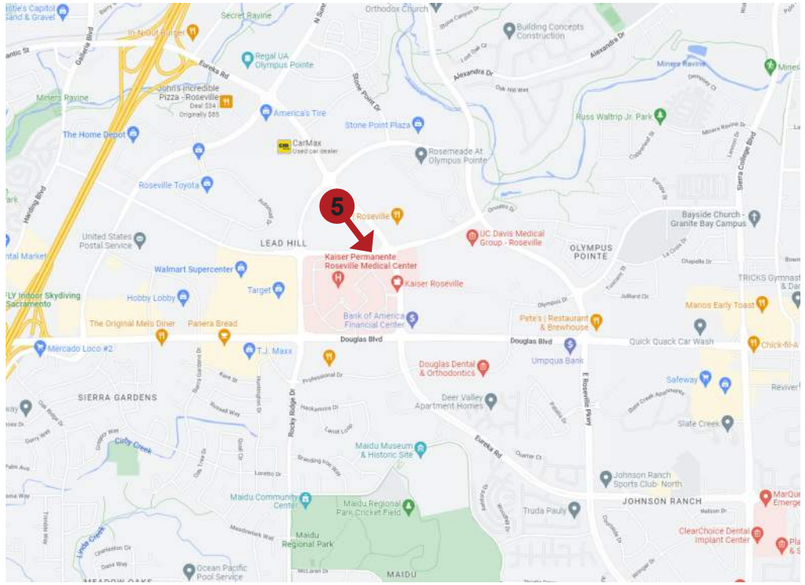

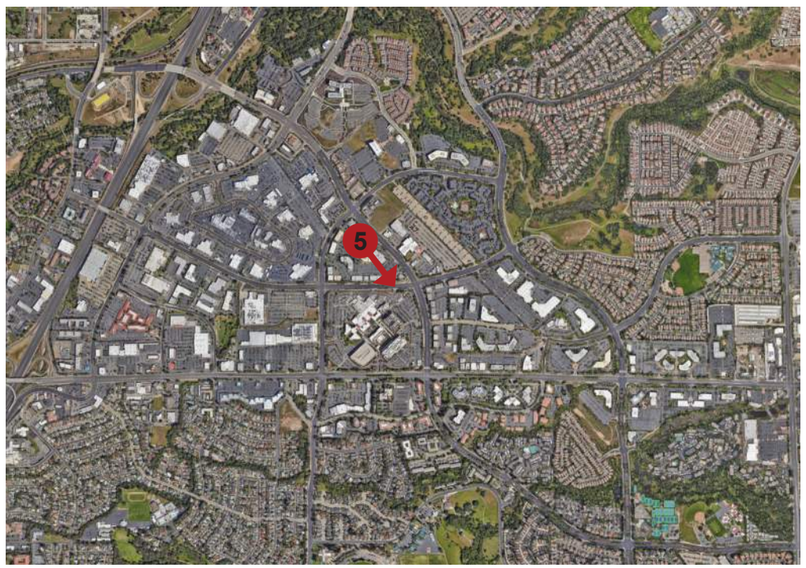

Lead Hill Blvd

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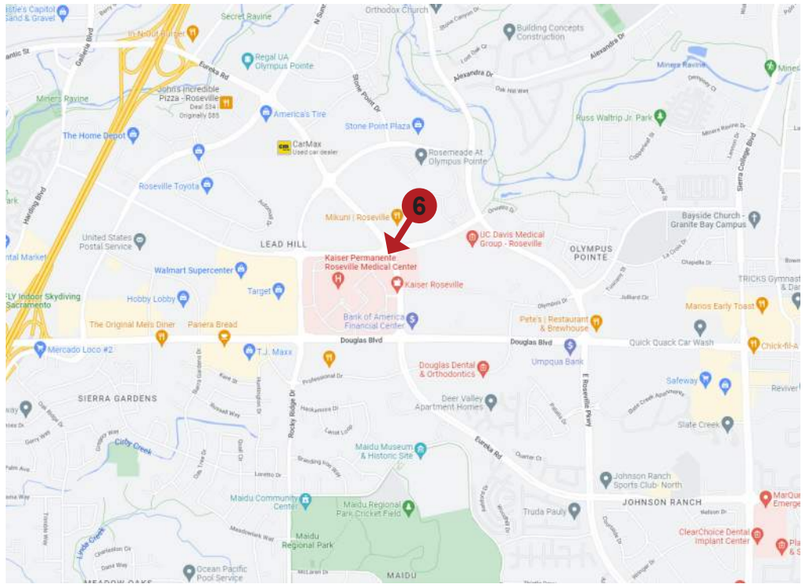
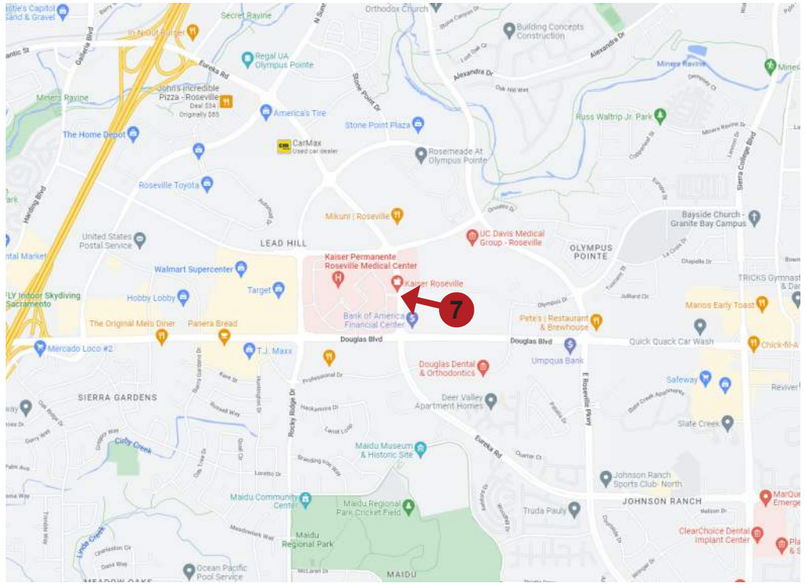


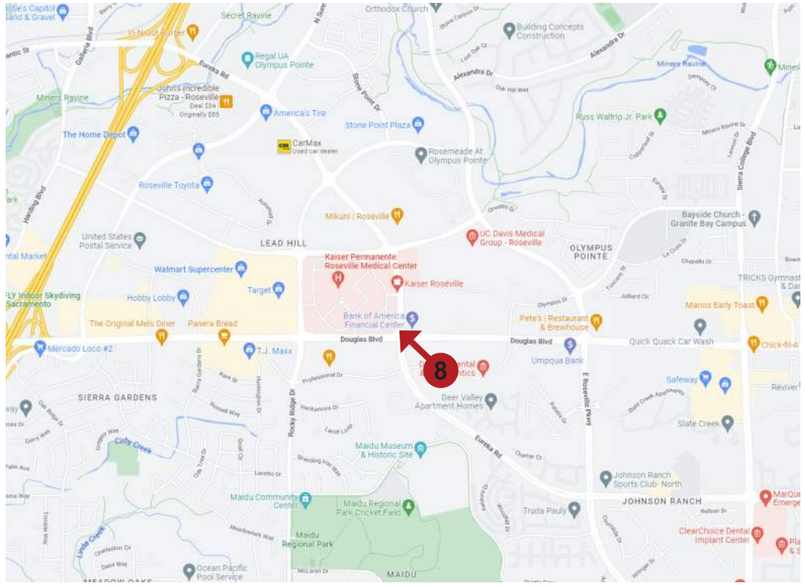
Lead Hill Blvd & Eureka Rd

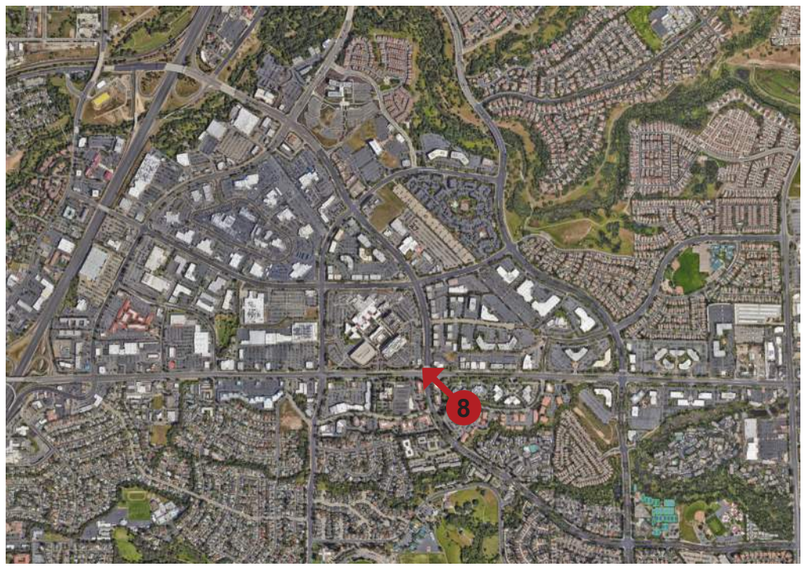
VIEW 7



Eureka Rd

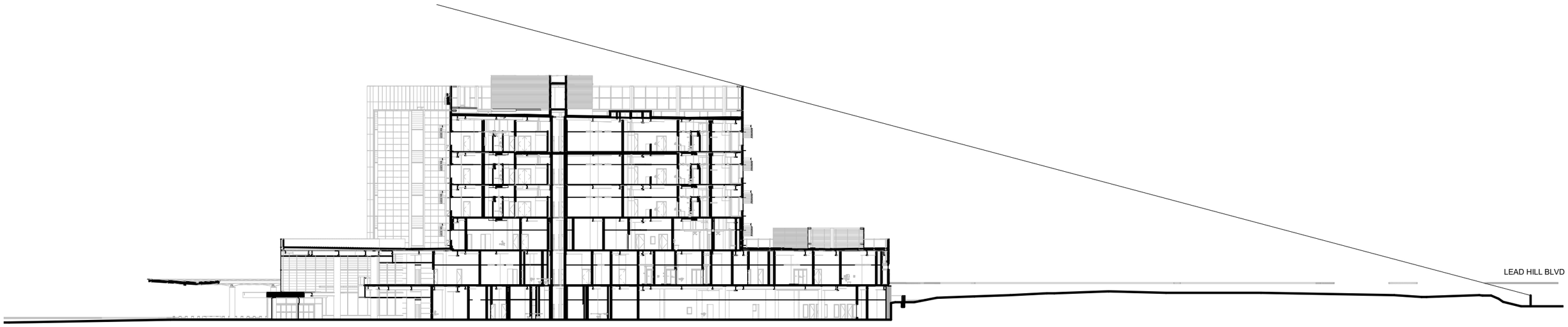
VIEW 8

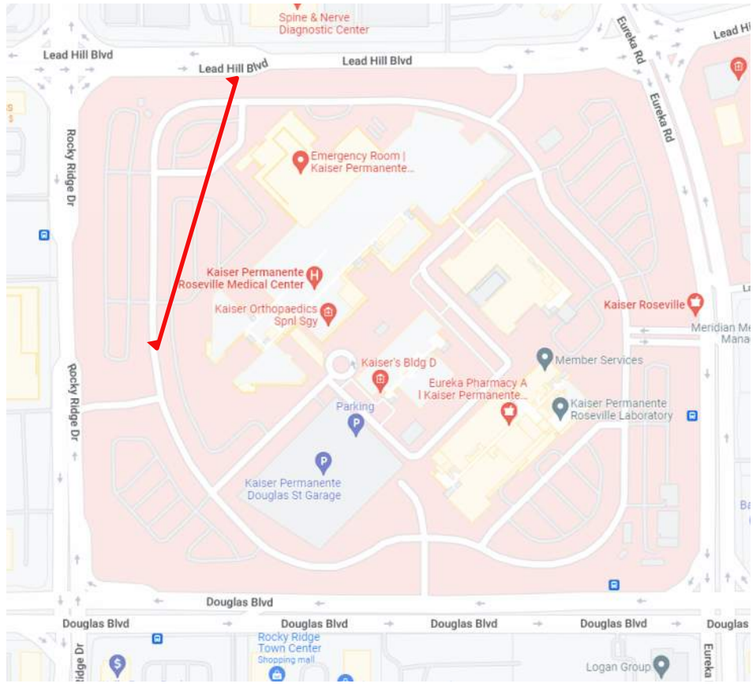




Eureka Rd & Douglas Blvd

SITE SECTION





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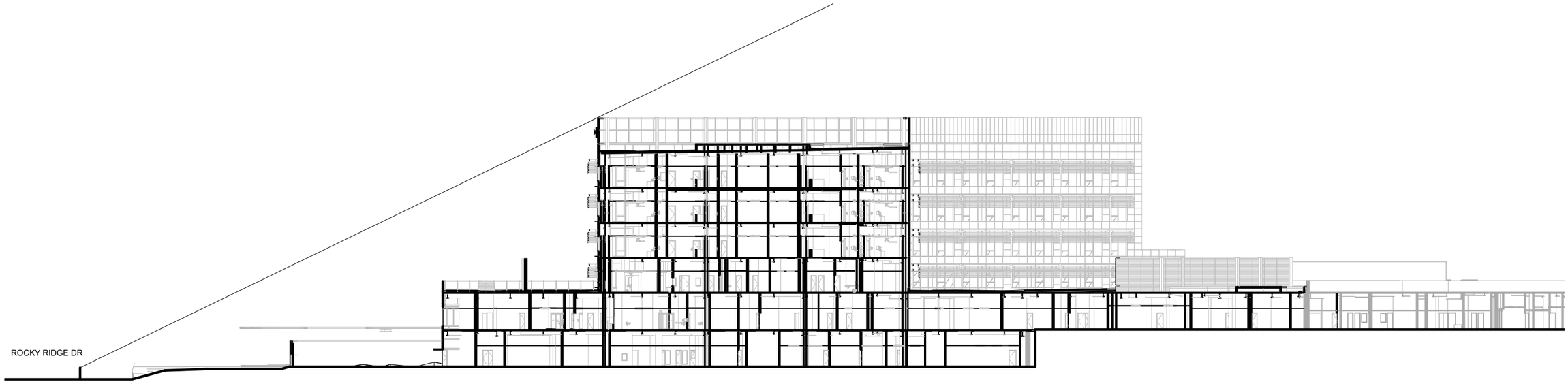

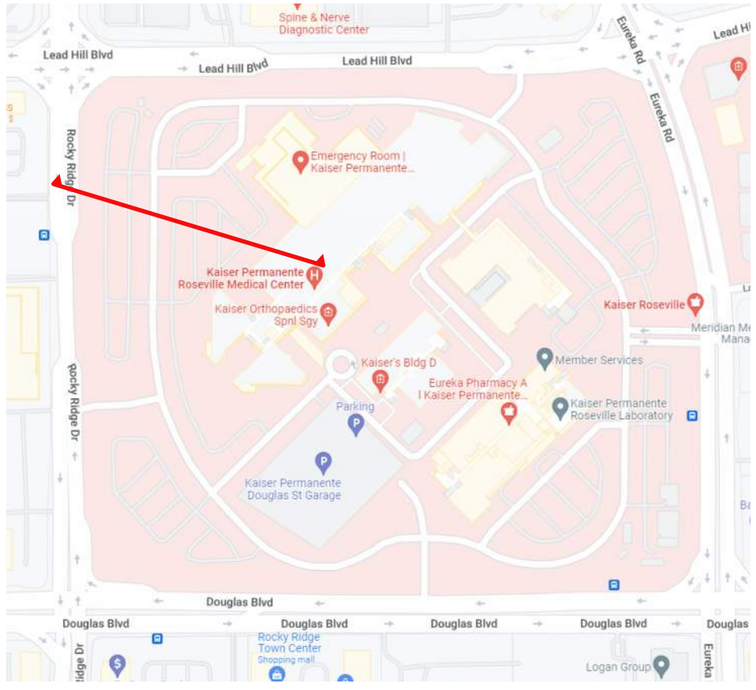

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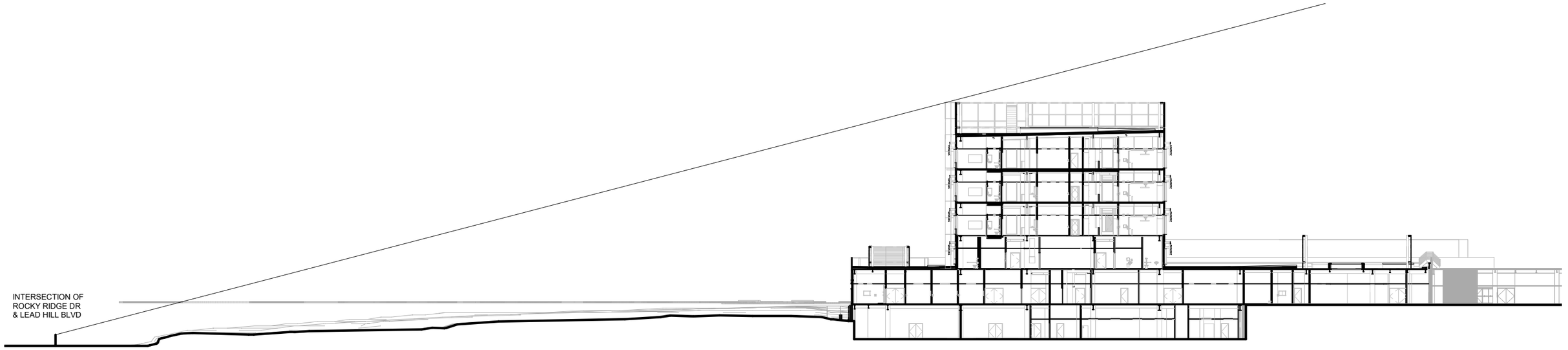

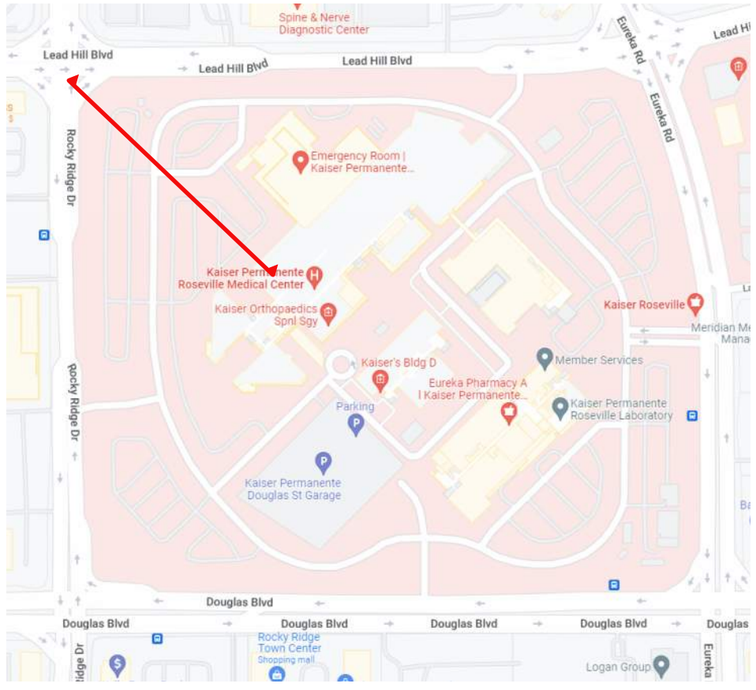

RESOLUTION NO. 22-424

CONSIDER A CERTIFIED FINAL SUPPLEMENTAL ENVIRONMENTAL IMPACT REPORT RELATING TO THE KAISER PERMANENTE ROSEVILLE MEDICAL CENTER CAMPUS INPATIENT BED TOWER PROJECT, AND ASSOCIATED FINDINGS OF FACT, STATEMENT OF OVERRIDING CONSIDERATIONS, AND MITIGATION MEASURES

WHEREAS, Kaiser Foundation Hospitals ("Kaiser") submitted an application to the City of Roseville ("City"), in order expand the previously approved development intensity of the Kaiser Permanente Roseville Medical Center Campus; and

WHEREAS, in 2004, the City certified an environmental impact report for the Kaiser Permanente Roseville Medical Center Expansion Project (SCH #2003062014); and

WHEREAS, the 2022 Kaiser Permanente Medical Center Inpatient Bed Tower Project ("Project") increases the development intensity approved in 2004 and allows for the construction of an approximate 278,000-square-foot, six-story inpatient bed tower building, a new 800 stall four-level parking garage with rooftop parking; relocation of the northwest corner loop road; new main hospital entrance and drop off area; expansion of the existing Emergency Department to add 36 new treatment bays; and a new generator yard and internal upgrades to the existing Central Utility Plant Foundation; and

WHEREAS, the Project required the approval of an Amendment to the North East Roseville Specific Plan, an Amendment to the Development Agreement by and between the City and Kaiser, an amendment to the Major Project Permit Stage 1 for the Kaiser Permanente Roseville Medical Center and an amendment to the Major Project Permit Stage 2 for the Kaiser Permanente Roseville Medical Center; and

WHEREAS, the City determined that a supplemental environmental impact report ("SEIR") should be prepared for the Project pursuant to the California Environmental Quality Act ("CEQA"), Public Resources Code Sections 21000 *et seq.*; and

WHEREAS, in February 2022, the City issued a Notice of Preparation ("NOP") of the SEIR; and

WHEREAS, the NOP was circulated for comment by responsible and trustee agencies and the public for a total of 30 days, from February 25, 2022 through March 28, 2022; and

WHEREAS, on July 22, 2022, the Draft SEIR for the Project (State Clearinghouse No. 2022020590) was distributed to the public for review and comment for a 45-day period that ended September 6, 2022; and

WHEREAS, written responses to all comments received on the Draft SEIR have been prepared and are presented in the Final SEIR, which was published on October 17, 2022; and

WHEREAS, the Final SEIR (Exhibit C), consisting of the Draft SEIR and Final SEIR and all documents incorporated therein, were presented to the Planning Commission of the City of Roseville ("Planning Commission") for their review and consideration on November 10, 2022; and

WHEREAS, on November 10, 2022, the Planning Commission independently considered the environmental effects of the Project as shown in the Final SEIR; and

WHEREAS, on November 10, 2022, the Planning Commission reviewed the Final EIR prepared for the Project, all staff reports pertaining to the Project, and all other pertinent documents relating to the preparation of the Final SEIR, and certified that the Final SEIR is adequate, complete and has been prepared in compliance with CEQA and any related laws; and

WHEREAS, on November 10, 2022, the Planning Commission certified the Final SEIR, finding that it reflects the independent judgement and analysis of the Planning Commission of the City of Roseville and that the Planning Commission reviewed and considered the information contained in the Final SEIR prior to approving the Project; and

WHEREAS, on November 10, 2022, the Planning Commission adopted the CEQA Findings of Fact and Statement of Overriding Considerations of the Planning Commission of the City of Roseville for the Kaiser Permanente Medical Center Inpatient Bed Tower Project ("Findings" – Exhibit D), on file with the City Clerk, pursuant to Public Resources Code Section 21081; and

WHEREAS, on November 10, 2022, the Planning Commission adopted and incorporated into the Project all the mitigation measures for the Project (Exhibit E) that are within the responsibility and jurisdiction of the City that are identified in the Findings; and

WHEREAS, on November 10, 2022, the Planning Commission certified the Final SEIR for the Project; and

WHEREAS, on November 10, 2022, the Planning Commission specified that the documents and other material that constitute the record of the proceedings on which the Planning Commission's decision is based shall be located in the offices of the Planning Division and in the custody of the Development Services Director; and

WHEREAS, on November 10, 2022, the Planning Commission directed staff to file a Notice of Determination, in the Office of the County Clerk of Placer County who, in accordance with Public Resources Code Section 21152, shall cause such Notice to be posted in the County Clerk's Office, all within five working days after Planning Commission's action to approve the Project; and

WHEREAS, on November 10, 2022, the Planning Commission approved the Major Project Permit Stage 1 and Major Project Permit Stage 2 entitlements for the Project and forwarded a recommendation that the City Council take the necessary actions to approve the

Northeast Roseville Specific Plan Amendment and the Development Agreement Amendment by and between the City and Kaiser.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Roseville, having independently considered the environmental effects of the Project as shown in the Final SEIR, as follows:

1. The City Council has reviewed the Final SEIR prepared for the Project, all staff reports pertaining to the Project, and all other pertinent documents relating to the preparation of the Final SEIR, and confirms that the Planning Commission has appropriately certified the Final SEIR as adequate, complete and prepared in compliance with CEQA and any related laws.

2. The City Council has considered and confirms the Planning Commission has appropriately certified that the Final SEIR reflects the independent judgement and analysis of the City Council of the City of Roseville and that the City Council reviewed and considered the information contained in the Final SEIR prior to approving the Project.

3. The City Council has considered and confirms that the Planning Commission has appropriately adopted the CEQA Findings of Fact and Statement of Overriding Considerations of the Planning Commission of the City of Roseville for the Kaiser Permanente Medical Center Inpatient Bed Tower Project ("Findings"), on file with the City Clerk, pursuant to Public Resources Code Section 21081.

4. The City Council has considered and confirms that the Planning Commission has appropriately adopted and incorporated into the Project all the mitigation measures for the Project that are within the responsibility and jurisdiction of the City that are identified in the Findings.

5. The City Council has considered and confirms that the Planning Commission has appropriately certified the Final SEIR for the Project.

6. The City Council specifies that the documents and other material that constitute the record of the proceedings on which the City Council's decision is based shall be located in the offices of the Planning Division and in the custody of the Development Services Director.

7. The City Clerk is directed to file a Notice of Determination, together with this Resolution and its exhibits, if any, in the Office of the County Clerk of Placer County and, in accordance with Public Resources Code Section 21152, shall cause such Notice to be posted in the County Clerk's Office, all within five working days after City Council action to approve the Project.

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

AYES COUNCILMEMBERS:
NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

CC EXHIBIT C

Final SUPPLEMENTAL ENVIROMENTAL IMPACT REPORT

October 2022
SCH No. 2022020590

Prepared for:

CITY OF ROSEVILLE
PLANNING DIVISION
311 Vernon Street
Roseville, CA 95678

CONTACT:
Kinarik Shallow
Associate Planner

Kaiser Permanente Roseville Medical Center Inpatient Bed Tower Project

Prepared by:

DUDEK

1102 R STREET
SACRAMENTO, CA 95811

Final Supplemental EIR (SCH 2022020590)

Kaiser Permanente Roseville Medical Center Inpatient Bed Tower Project

OCTOBER 2022

Prepared for:

CITY OF ROSEVILLE PLANNING DIVISION
311 Vernon Street
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1 Introduction

1.0 Introduction

This Final Supplemental Environmental Impact Report (Final SEIR) contains the public and agency comments received during the public review comment period for the Kaiser Permanente Roseville Medical Center Inpatient Bed Tower Project (proposed Project or Project) Draft Supplemental EIR (Draft SEIR).

The EIR is an informational document intended to disclose to the Lead Agency (i.e., the City of Roseville (City)) and the public the environmental consequences of approving and implementing the Project. All written comments received during the Draft SEIR public review period of July 22 through September 6, 2022 are addressed in this Final SEIR. During the public review period, the City received a total of two comment letters from public agencies. No comments were received from organizations or the public.

The responses in this Final SEIR clarify, correct, and/or amplify text in the Draft SEIR, as appropriate.

1.1 Background

In accordance with CEQA, the City released a Notice of Preparation (NOP) on February 25, 2022 for the required 30-day review period. The purpose of the NOP was to provide notification that a Supplement to the 2004 Kaiser Permanente Roseville Medical Center Expansion Project Environmental Impact Report (2004 Expansion Project EIR - SCH no.2003062014) was being prepared for the Project to evaluate proposed changes to what was previously evaluated in that document and to solicit guidance on the scope and content of the Project's Supplemental CEQA document. The Draft SEIR was circulated for public review and comment for a period of 45 days from July 22 through September 6, 2022.

The comments and responses that make up this Final SEIR, in combination with the Draft SEIR, constitute the SEIR that will be considered for certification by the City Planning Commission and the City Council.

1.2 CEQA Requirements

The contents of a Final SEIR, which are the same as for an EIR, are specified in Section 15132 of the CEQA Guidelines, which states that a Final EIR shall consist of:

a) The Draft EIR or a revision of the Draft.

b) Comments and recommendations received on the Draft EIR either verbatim or in summary.

c) A list of persons, organizations, and public agencies commenting on the Draft EIR.

d) The responses of the Lead Agency to significant environmental points raised in the review and consultation process.

e) Any other information added by the Lead Agency.

The Lead Agency must provide each agency that commented on the Draft SEIR with a copy of the Lead Agency's response to their comments a minimum of 10-days before certifying the Final SEIR.

1.3 Use of the Final SEIR

The Final SEIR serves as the environmental document to inform the Lead Agency's consideration of approval of the proposed Project, either in whole or in part, or one of the alternatives to the Project as discussed in the Draft SEIR. The analysis of potential Project alternatives in Chapter 6, "Alternatives of the 2004 Expansion Project EIR," is applicable to the proposed Project because the proposed Project would not result in any new or potentially significant Project level impacts. The City's 2035 General Plan EIR concluded that the cumulative increase in light and glare with buildout would be a significant and unavoidable impact. The Medical Center Campus buildout was assumed in the General Plan EIR analysis. Therefore, the Project's cumulative contribution to a light and glare impacts analysis now necessarily includes identification of this cumulative contribution to a significant and unavoidable cumulative impact. However, the 2035 General Plan EIR, which assumed buildout of the Campus, determined it is not feasible to mitigate light and glare impacts completely without prohibiting the use of light in new development and no other feasible mitigation measures are available. Therefore, the original alternatives analysis in the 2004 Expansion Project EIR remains adequate since a hypothetical alternative to avoid or reduce this significant cumulative impact would be infeasible.

As required by Section 15090 (a) (1)-(3) of the CEQA Guidelines, a Lead Agency, in certifying a Final EIR, must make the following three determinations:

1. The Final EIR has been completed in compliance with CEQA.
2. The Final EIR was presented to the decision-making body of the Lead Agency, and the decision-making body reviewed and considered the information in the Final EIR prior to approving the project.
3. The Final EIR reflects the Lead Agency's independent judgment and analysis.

As required by Section 15091 of the CEQA Guidelines, no public agency shall approve or carry out a project for which an EIR has been certified that identifies one or more significant environmental effects of the project unless the public agency makes one or more written findings (Findings of Fact) for each of those significant effects, accompanied by a brief explanation of the rationale for each finding supported by substantial evidence in the record. The possible findings are:

1. Changes or alterations have been required in, or incorporated into the project which avoid or substantially lessen the significant environmental effect as identified in the Final EIR.
2. Such changes or alterations are within the responsibility and jurisdiction of another public agency and not the agency making the finding. Such changes have been adopted by such other agency or can and should be adopted by such other agency.
3. Specific economic, legal, social, technological, or other considerations, including provision of employment opportunities for highly trained workers, make infeasible the mitigation measures or project alternatives identified in the Final EIR.

Additionally, pursuant to Section 15093(b) of the CEQA Guidelines, when a Lead Agency approves a project that would result in significant unavoidable impacts that are disclosed in the Final EIR, the agency must state in writing the reasons supporting the action. A Statement of Overriding Considerations shall be supported by substantial evidence in the Lead Agency's administrative record.

1.4 Project Under Review

The proposed Project would increase the size and capacity of the previously-approved 2004 Expansion Project on the existing Roseville Medical Center Campus. All of the buildings approved as part of the 2004 Expansion Project have been constructed, with the exception of: (i) a five-story, 155,000 square-foot Surgery and Intensive Care Unit Facility located along the north elevation of the existing main hospital building; (ii) a three-level, approximately 400-space parking garage located in the northeast corner of the Medical Center Campus; and (iii) a helicopter landing pad.

The proposed Project would replace the previously-approved but not constructed prior project elements with other uses that would increase the height and capacity of the project contemplated under the 2004 Expansion Project and would add a few additional elements. The proposed Project revises the 2004 Expansion Project to allow for an approximately 278,000 square foot, six-story, Inpatient Tower building on the site of the prior approved Surgery and Intensive Care Unit Facility; an expansion of the Emergency Department (which is part of the Main Hospital Building) to add 36 new treatment bays (change of use with no additional square footage); a new four-level garage with rooftop parking to accommodate approximately 800 stalls located on the site of the prior approved parking garage; relocation of the northwest corner loop road; a new main hospital entrance and drop off area; a new generator yard; and internal upgrades to the existing central utility plant. The helicopter landing pad is not proposed as part of the Project.

A detailed project description is contained in the Draft SEIR in Chapter 2, Project Description. The environmental impact analysis is included in Chapters 3 and 4 of the Draft SEIR.

1.5 Responses to Comments

During the public comment period, the City received two letters from public agencies—the Central Valley Regional Water Quality Control Board and the Placer County Air Pollution Control District. Responses to comments received appear in Chapter 2 of this Final SEIR. Each comment letter is numbered and presented with brackets indicating how the letter has been divided into individual comments. Each comment is given a binomial with the number of the comment letter appearing first, followed by the comment number. For example, comments in Letter 1 are numbered 1-1, 1-2, 1-3, and so on. Immediately following the letter are responses, each with binomials that correspond to the bracketed comments.

1.6 Mitigation Monitoring and Reporting Program

The Mitigation Monitoring and Reporting Program (MMRP) for the proposed Project includes all of the mitigation measures required of the Project as included in the Draft SEIR, including mitigation measures from the 2004 Expansion Project EIR still applicable to the proposed Project that could reduce or avoid significant environmental impacts. A copy of the MMRP is provided as a separate document to this Final SEIR.

If the City decides to approve the proposed Project, then the City Council will adopt the MMRP at the same time it adopts its CEQA Findings of Fact, as required by Section 21081.6 of the Public Resources Code.

1.7 Overview of the Public Participation and Review Process

The City notified all responsible and trustee agencies and all known interested groups, organizations, tribes, and individuals that the Draft SEIR was available for review. The following list of actions took place during the preparation, distribution, and review of the Draft SEIR:

- A Notice of Completion (NOC) was filed with the State Clearinghouse on February 25, 2022, along with copies of the Notice of Preparation (NOP) for the required 30-day public review period stating the City's intention to prepare a SEIR for the proposed Project. The City also posted the NOP on its website (www.roseville.ca.us/environmentaldocuments).
- A Notice of Availability (NOA) along with the required NOC and copies of the Draft SEIR were filed with the State Clearinghouse on July 22, 2022 to start the required 45-day public review period. The City mailed a legal notice to property owners within 300 ft. of the Project, posted the notice on the City's website and the Roseville Coalition of Neighborhood Associations' (RCONA) website, and sent an email with the NOA attached noticing interested groups, organizations, and individuals regarding the availability of the Draft SEIR. The City also posted the Draft SEIR on its website (www.roseville.ca.us/environmentaldocuments). The public review comment period ended on September 6, 2022.
- Copies of the Draft SEIR were available for review on the City's website ((https://www.roseville.ca.uswww.roseville.ca.us/environmentaldocuments); and at the City of Roseville Planning Division, 311 Vernon Street, Roseville, California.

2 Comments and Responses

This chapter contains the comment letters received in response to the Draft SEIR during the 45-day public review period from July 22 through September 6, 2022. The City received letters from the Central Valley Regional Water Quality Control Board and the Placer County Air Pollution Control District. No comments were received from any Tribe(s), organizations or the public. Each comment letter is numbered, each comment is bracketed, and responses are provided to each comment. To assist the reader, a brief summary of the comment has been provided; however, it is only a summary and does not repeat the comment verbatim. Please refer back to the letter for the specific comment. The responses amplify or clarify information provided in the Draft SEIR and/or refer the reader to the appropriate place in the document where the requested information can be found. No comments were received to indicate that any revisions or updates to the text of the Draft SEIR are required. However, the City of Roseville (City) staff have made minor corrections to one mitigation measure and the Project applicant has made one revision to Chapter 2, Project Description. The revised language can be found in Chapter 3, Changes to the Draft SEIR.

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Comment Letter 1

CALIFORNIA Water Boards

GAVIN NEWSOM GOVERNOR

JARED BLUMENFELD SECRETARY FOR ENVIRONMENTAL PROTECTION

Central Valley Regional Water Quality Control Board

6 September 2022

Kinarik Shallow
City of Roseville
311 Vernon Street
Roseville, CA 95648
kshallow@roseville.ca.us

COMMENTS TO REQUEST FOR REVIEW FOR THE DRAFT ENVIRONMENTAL IMPACT REPORT, KAISER PERMANENTE ROSEVILLE MEDICAL CENTER INPATIENT BED TOWER PROJECT, SCH#2022020590, PLACER COUNTY

Pursuant to the State Clearinghouse's 22 July 2022 request, the Central Valley Regional Water Quality Control Board (Central Valley Water Board) has reviewed the *Request for Review for the Draft Environmental Impact Report* for the Kaiser Permanente Roseville Medical Center Inpatient Bed Tower Project, located in Placer County.

Our agency is delegated with the responsibility of protecting the quality of surface and groundwaters of the state; therefore, our comments will address concerns surrounding those issues.

I. Regulatory Setting

Basin Plan

The Central Valley Water Board is required to formulate and adopt Basin Plans for all areas within the Central Valley region under Section 13240 of the Porter-Cologne Water Quality Control Act. Each Basin Plan must contain water quality objectives to ensure the reasonable protection of beneficial uses, as well as a program of implementation for achieving water quality objectives with the Basin Plans. Federal regulations require each state to adopt water quality standards to protect the public health or welfare, enhance the quality of water and serve the purposes of the Clean Water Act. In California, the beneficial uses, water quality objectives, and the Antidegradation Policy are the State's water quality standards. Water quality standards are also contained in the National Toxics Rule, 40 CFR Section 131.36, and the California Toxics Rule, 40 CFR Section 131.38.

The Basin Plan is subject to modification as necessary, considering applicable laws, policies, technologies, water quality conditions and priorities. The original Basin Plans were adopted in 1975, and have been updated and revised periodically as required, using Basin Plan amendments. Once the Central Valley Water Board has adopted a Basin Plan amendment in noticed public hearings, it must be approved by

1-1

the State Water Resources Control Board (State Water Board), Office of Administrative Law (OAL) and in some cases, the United States Environmental Protection Agency (USEPA). Basin Plan amendments only become effective after they have been approved by the OAL and in some cases, the USEPA. Every three (3) years, a review of the Basin Plan is completed that assesses the appropriateness of existing standards and evaluates and prioritizes Basin Planning issues. For more information on the *Water Quality Control Plan for the Sacramento and San Joaquin River Basins*, please visit our website:
http://www.waterboards.ca.gov/centralvalley/water_issues/basin_plans/

1-1 Cont.

Antidegradation Considerations

All wastewater discharges must comply with the Antidegradation Policy (State Water Board Resolution 68-16) and the Antidegradation Implementation Policy contained in the Basin Plan. The Antidegradation Implementation Policy is available on page 74 at:
https://www.waterboards.ca.gov/centralvalley/water_issues/basin_plans/sacsjr_201805.pdf

In part it states:

Any discharge of waste to high quality waters must apply best practicable treatment or control not only to prevent a condition of pollution or nuisance from occurring, but also to maintain the highest water quality possible consistent with the maximum benefit to the people of the State.

This information must be presented as an analysis of the impacts and potential impacts of the discharge on water quality, as measured by background concentrations and applicable water quality objectives.

1-2

The antidegradation analysis is a mandatory element in the National Pollutant Discharge Elimination System and land discharge Waste Discharge Requirements (WDRs) permitting processes. The environmental review document should evaluate potential impacts to both surface and groundwater quality.

II. Permitting Requirements

Construction Storm Water General Permit

Dischargers whose project disturb one or more acres of soil or where projects disturb less than one acre but are part of a larger common plan of development that in total disturbs one or more acres, are required to obtain coverage under the General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities (Construction General Permit), Construction General Permit Order No. 2009-0009-DWQ. Construction activity subject to this permit includes clearing, grading, grubbing, disturbances to the ground, such as stockpiling, or excavation, but does not include regular maintenance activities performed to restore the original line, grade, or capacity of the facility. The Construction General Permit requires the development and implementation of a Storm Water Pollution Prevention Plan (SWPPP). For more information on the Construction General Permit, visit the State Water Resources Control Board website at:

1-3

http://www.waterboards.ca.gov/water_issues/programs/stormwater/constpermits.shtml

Phase I and II Municipal Separate Storm Sewer System (MS4) Permits[1]

The Phase I and II MS4 permits require the Permittees reduce pollutants and runoff flows from new development and redevelopment using Best Management Practices (BMPs) to the maximum extent practicable (MEP). MS4 Permittees have their own development standards, also known as Low Impact Development (LID)/post-construction standards that include a hydromodification component. The MS4 permits also require specific design concepts for LID/post-construction BMPs in the early stages of a project during the entitlement and CEQA process and the development plan review process.

For more information on which Phase I MS4 Permit this project applies to, visit the Central Valley Water Board website at:
http://www.waterboards.ca.gov/centralvalley/water_issues/storm_water/municipal_permits/

For more information on the Phase II MS4 permit and who it applies to, visit the State Water Resources Control Board at:
http://www.waterboards.ca.gov/water_issues/programs/stormwater/phase_ii_municipal.shtml

Clean Water Act Section 404 Permit

If the project will involve the discharge of dredged or fill material in navigable waters or wetlands, a permit pursuant to Section 404 of the Clean Water Act may be needed from the United States Army Corps of Engineers (USACE). If a Section 404 permit is required by the USACE, the Central Valley Water Board will review the permit application to ensure that discharge will not violate water quality standards. If the project requires surface water drainage realignment, the applicant is advised to contact the Department of Fish and Game for information on Streambed Alteration Permit requirements. If you have any questions regarding the Clean Water Act Section 404 permits, please contact the Regulatory Division of the Sacramento District of USACE at (916) 557-5250.

Clean Water Act Section 401 Permit – Water Quality Certification

If an USACE permit (e.g., Non-Reporting Nationwide Permit, Nationwide Permit, Letter of Permission, Individual Permit, Regional General Permit, Programmatic General Permit), or any other federal permit (e.g., Section 10 of the Rivers and Harbors Act or Section 9 from the United States Coast Guard), is required for this project due to the disturbance of waters of the United States (such as streams and wetlands), then a Water Quality Certification must be obtained from the Central

[1] Municipal Permits = The Phase I Municipal Separate Storm Water System (MS4) Permit covers medium sized Municipalities (serving between 100,000 and 250,000 people) and large sized municipalities (serving over 250,000 people). The Phase II MS4 provides coverage for small municipalities, including non-traditional Small MS4s, which include military bases, public campuses, prisons and hospitals.

1-3 Cont

1-4

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Valley Water Board prior to initiation of project activities. There are no waivers for 401 Water Quality Certifications. For more information on the Water Quality Certification, visit the Central Valley Water Board website at: https://www.waterboards.ca.gov/centralvalley/water_issues/water_quality_certification/

Waste Discharge Requirements – Discharges to Waters of the State

If USACE determines that only non-jurisdictional waters of the State (i.e., "non-federal" waters of the State) are present in the proposed project area, the proposed project may require a Waste Discharge Requirement (WDR) permit to be issued by Central Valley Water Board. Under the California Porter-Cologne Water Quality Control Act, discharges to all waters of the State, including all wetlands and other waters of the State including, but not limited to, isolated wetlands, are subject to State regulation. For more information on the Waste Discharges to Surface Water NPDES Program and WDR processes, visit the Central Valley Water Board website at:https://www.waterboards.ca.gov/centralvalley/water_issues/waste_to_surface_water/

Projects involving excavation or fill activities impacting less than 0.2 acre or 400 linear feet of non-jurisdictional waters of the state and projects involving dredging activities impacting less than 50 cubic yards of non-jurisdictional waters of the state may be eligible for coverage under the State Water Resources Control Board Water Quality Order No. 2004-0004-DWQ (General Order 2004-0004). For more information on the General Order 2004-0004, visit the State Water Resources Control Board website at: https://www.waterboards.ca.gov/board_decisions/adopted_orders/water_quality/2004/wqo/wqo2004-0004.pdf

1-5 Cont.

Dewatering Permit

If the proposed project includes construction or groundwater dewatering to be discharged to land, the proponent may apply for coverage under State Water Board General Water Quality Order (Low Threat General Order) 2003-0003 or the Central Valley Water Board's Waiver of Report of Waste Discharge and Waste Discharge Requirements (Low Threat Waiver) R5-2018-0085. Small temporary construction dewatering projects are projects that discharge groundwater to land from excavation activities or dewatering of underground utility vaults. Dischargers seeking coverage under the General Order or Waiver must file a Notice of Intent with the Central Valley Water Board prior to beginning discharge.

For more information regarding the Low Threat General Order and the application process, visit the Central Valley Water Board website at: http://www.waterboards.ca.gov/board_decisions/adopted_orders/water_quality/2003/wqo/wqo2003-0003.pdf

For more information regarding the Low Threat Waiver and the application process, visit the Central Valley Water Board website at: https://www.waterboards.ca.gov/centralvalley/board_decisions/adopted_orders/waivers/r5-2018-0085.pdf

1-6

Limited Threat General NPDES Permit
If the proposed project includes construction dewatering and it is necessary to discharge the groundwater to waters of the United States, the proposed project will require coverage under a National Pollutant Discharge Elimination System (NPDES) permit. Dewatering discharges are typically considered a low or limited threat to water quality and may be covered under the General Order for *Limited Threat Discharges to Surface Water* (Limited Threat General Order). A complete Notice of Intent must be submitted to the Central Valley Water Board to obtain coverage under the Limited Threat General Order. For more information regarding the Limited Threat General Order and the application process, visit the Central Valley Water Board website at: https://www.waterboards.ca.gov/centralvalley/board_decisions/adopted_orders/general_orders/r5-2016-0076-01.pdf

NPDES Permit
If the proposed project discharges waste that could affect the quality of surface waters of the State, other than into a community sewer system, the proposed project will require coverage under a National Pollutant Discharge Elimination System (NPDES) permit. A complete Report of Waste Discharge must be submitted with the Central Valley Water Board to obtain a NPDES Permit. For more information regarding the NPDES Permit and the application process, visit the Central Valley Water Board website at: https://www.waterboards.ca.gov/centralvalley/help/permit/

1-7

If you have questions regarding these comments, please contact me at (916) 464-4684 or Peter.Minkel2@waterboards.ca.gov.

Peter Minkel

Peter Minkel
Engineering Geologist

cc: State Clearinghouse unit, Governor's Office of Planning and Research, Sacramento

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Response to Letter 1

Central Valley Regional Water Quality Control Board (Peter Minkel, Engineering Geologist)

1-1 The comment is referencing the requirement of the Central Valley Regional Water Quality Water Board (CVRWQCB) to prepare and adopt Basin Plans for areas within the Central Valley Region. The comment does not raise any concerns regarding the adequacy of the Draft SEIR; therefore, the comment is noted and no further response is required.

1-2 The comment states that all discharged wastewater must comply with the Antidegradation Policy, which is a mandatory requirement in the National Pollutant Discharge Elimination System (NPDS) Permit and Waste Discharge Requirements, and states the Draft SEIR should evaluate potential impacts to surface and groundwater quality.

Potential impacts to surface and groundwater quality are addressed in the Draft SEIR in Chapter 3, "Issues Addressed in the 2004 Expansion Project EIR" starting on page 3-21. As explained on page 3-22, the 2004 Expansion Project EIR requires that all construction sites greater than an acre obtain and comply with a NPDES Permit and prepare a Stormwater Pollution Prevention Plan (SWPPP) and comply with the City's Best Management Practices (BMPs) Guidance Manual that provides guidance on stormwater runoff control, pollution prevention and illicit discharge detection and elimination. Therefore, the Project is required to obtain a NPDES Permit and prepare a SWPPP and comply with the City's BMPs for construction projects, as well as the City's Stormwater Ordinance (Municipal Code Chapter 14.20) and Stormwater Management Program. Lastly, the Project would not decrease groundwater supplies or interfere substantially with groundwater recharge to impede sustainable groundwater management of the basin. As such, impacts to surface and groundwater quality were determined to remain less than significant

1-3 The comment provides additional information regarding Construction Stormwater General Permits when an acre or more of soil is disturbed.

In compliance with the State's General Storm Water Permit, the City has prepared a construction site run-off program and a post-development run off program that includes a stormwater quality maintenance program to ensure stormwater quality treatment devices, such as Low Impact Design or LID features, are properly maintained by private landowners. The Project applicant will obtain all required permits prior to grading and will comply with the requirements set forth in the Construction General Permit, including preparation of a SWPPP and compliance with the City's construction BMPs designed to prevent pollutants from entering the watershed and the City's storm water requirements. The comment does not raise any concerns regarding the adequacy of the Draft SEIR; therefore, the comment is noted and no further response is required.

1-4 The comment is referencing Phase I and II MS4 Permits and associated requirements under such permits.

The City operates under the Phase II Small Municipal Separate Storm Sewer System (MS4) Program administered by the State Water Resources Control Board (SWRCB), which requires implementation of new development standards to protect water quality. The Project applicant is required to comply with the City's Stormwater Ordinance and Stormwater Management Program to minimize the impacts of pollutant-generating activities. Please see Response to Comment 1-3. The comment does not raise any

concerns regarding the adequacy of the Draft SEIR; therefore, the comment is noted and no further response is required.

1-5 The comment is referencing the requirements under Sections 401 and 404 of the federal Clean Water Act and Waste Discharges to waters of the state, which refer to fill of wetlands, work within streams or other waters of the U.S., or fill of non-jurisdictional surface waters.

The Project site does not contain any wetlands, streams or waters of the U.S. and would not impact any of these resources. Therefore, the Project is not required to obtain or comply with these permits. The comment does not raise any concerns regarding the adequacy of the Draft SEIR; therefore, the comment is noted and no further response is required.

1-6 The comment is referencing the requirements of a dewatering permit that apply if a project requires removal or discharge of groundwater.

The Project would involve minimal excavation and would therefore have no effect on groundwater resources. The Project would not require a dewatering permit. The comment does not raise any concerns regarding the adequacy of the Draft SEIR; therefore, the comment is noted and no further response is required.

1-7 The comment is referencing the NPDES requirements for projects that require construction dewatering and other general NPDES requirements.

As explained in Response to Comment 1-2, the Project is required to obtain a NPDES Permit to ensure stormwater runoff is treated before entering any waterway, and it will comply with the requirements set forth under the permit. The comment does not raise any concerns regarding the adequacy of the Draft SEIR; therefore, the comment is noted and no further response is required.

Comment Letter 2

Placer County
AIR POLLUTION CONTROL DISTRICT
110 Maple Street, Auburn, CA 95603 • (530) 745-2330 • Fax (530) 745-2373 • www.placerair.org
Erik C. White, Air Pollution Control Officer

September 6, 2022

Ms. Kinarik Shallow
Roseville Planning Division
311 Vernon Street
Roseville, CA 95678

SENT VIA : kshallow@roseville.ca.us

SUBJECT: NERSP PCL 12 – Kaiser Roseville Inpatient Bed Tower: PL#22-0038

Ms. Shallow:

Thank you for submitting the NERSP PCL 12 – Kaiser Roseville Inpatient Bed Tower: PL#22-0038 to the Placer County Air Pollution Control District (District) for review. The District recommends consideration of the following items.

1. Any project that includes the use of equipment capable of releasing emissions to the atmosphere may require permits(s) from the District. The applicant, developer, or operator of a project that includes a generator or boiler should contact the District early to determine if a permit is required, and to begin the permit application process. Portable construction equipment (e.g. generators, compressors, pile drivers, lighting equipment, etc.) with an internal combustion engine over 50 horsepower are required to have a PCAPCD permit or a California Air Resources Board portable equipment registration. 2-1

2. District Rule 228, Fugitive Dust (PDF), establishes standards to be met by activities generating fugitive dust. When an area to be disturbed is greater than one acre, and if required by a Condition of Approval of a discretionary permit, a dust control plan must be submitted to and approved by the District. The District has developed an application for this purpose, which can be found on the District website: https://placerair.org/FormCenter/Air-Pollution-Control-6/Dust-Control-Form-52 2-2

Thank you for allowing the District the opportunity to review the proposed project. Please do not hesitate to contact me at 530.745.2327 or ahobbs@placer.ca.gov if you have any questions.

Sincerely,

Ann Hobbs
Associate Planner
Planning & Monitoring Section

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Response to Letter 2

Placer County Air Pollution Control District (Ann Hobbs, Associate Planner)

2-1 The comment states that the Placer County Air Pollution Control District (PCAPCD) requires the Project applicant obtain a permit from the PCAPCD for any stationary sources, such as boilers or generators, as well as some construction equipment.

The Project applicant will coordinate with PCAPCD to obtain any required permits. The Project does not include any boilers or chiller units but does include a new generator yard to house two 2-megawatt emergency generators to support the Inpatient Tower building. As noted on page 4.2-31 of the Draft SEIR in Section 4.2, Air Quality, "the proposed Project would include two 2-megawatt emergency generators which would be subject to PCAPCD rules and regulations, including but not limited to Rule 501, General Permit Requirements and Rule 502, New Source Review."

2-2 The comment reiterates the requirement that for projects that disturb more than an acre of land and are subject to a Condition of Approval, applicants must prepare and submit a dust control plan per District Rule 228 to the PCAPCD.

As discussed in the Draft SEIR in Section 4.2, Air Quality, mitigation measures identified in the 2004 Expansion Project EIR (i.e., Mitigation Measures 4.2-2 (a) thru (d)) would still be applicable during Project construction and operation to address the following: (i) construction emissions and dust (in compliance with Rule 228); (ii) compliance with best management practices; (iii) payment of air quality fees to offset long-term operational ozone precursor emissions; and (iv) limits on truck idling and installation of 110/280 volt power outlets at all loading docks. Compliance with Mitigation Measure 4.2-2(a) would ensure compliance with Rule 228 and other District requirements.

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3 Changes to the Draft SEIR

3.0 Introduction

This chapter presents minor corrections, additions, and revisions made to the Draft Supplemental EIR (SEIR) initiated by the Lead Agency, City of Roseville (City) and the Project applicant. New text is indicated in underline and text to be deleted is reflected by strike through, unless otherwise noted in the introduction that precedes the text change. Text changes are presented in the chapter or section and page order in which they appear in the Draft SEIR.

The changes represent minor clarifications/amplifications of the analysis contained in the Draft SEIR and do not constitute significant new information that, in accordance with CEQA Guidelines Section 15088.5, would trigger the need to recirculate portions or all of the Draft SEIR.

3.1 Changes to the Draft SEIR

Executive Summary

Mitigation Measure 4.2-2(b) on page ES-11 is revised to read:

Environmental Impact	Level of Significance Prior to Mitigation	Mitigation Measure	Level of Significance After Mitigation
		4.2-2(b) Contribute Air Quality Fees to offset long-term operational ozone precursor emissions. The landowner shall contribute ~~fifty six thousand dollars ($56,000)~~ $48,280~~79~~ per ton of NO_x emissions to the ~~City~~ Placer County Air Pollution Control District (PCAPCD) to offset long-term operational NO_x emissions (the "Air Quality Fee"). ~~The City and PCAPCD shall enter into an agreement for the collection and disbursement of the Air Quality fee for off-site air quality mitigation.~~ The Air Quality Fee ~~is to~~ shall be used for projects,	

Environmental Impact	Level of Significance Prior to Mitigation	Mitigation Measure	Level of Significance After Mitigation
		programs and services that result in reduced emission sources that directly benefit City residents. Such projects, programs and services may include, but are not limited to, ~~replacing non-EPA certified wood stoves,~~ transit vehicle conversions, ~~and~~ retrofitting vehicles with cleaner burning fuels, and funding for public transit services, programs or operations that would support the regional transportation network and provide greater access between health care facilities in the City of Roseville and the Sacramento region.	

2 Project Description

The third and fifth bullets under the Project's Sustainability Measures on page 2-20 have been removed.

Sustainability Measures

The proposed Project will be designed to meet Kaiser Permanente's sustainability requirements, which include Leadership in Energy and Environmental Design (LEED) HC v4 Gold certification. Developed specifically for hospitals, this healthcare version of the LEED rating system aligns with Kaiser's sustainable design and performance goals. The proposed Project would include the following sustainability features:

- Daylight dimming of electric lighting
- Light pollution reduction, including LED lighting
- ~~Electrochromic glass at select locations to reduce heating, ventilation, and air-conditioning (HVAC) energy use and improve occupant visual comfort~~
- Indoor environmental quality with an optimized HVAC system
- ~~"Solar ready" approach to easily integrate solar photovoltaics at a later date~~
- Enhanced commissioning, as well as measurement and verification of energy usage
- Alternative transportation, including preferred parking spaces for high-efficient and low-emitting vehicles, and charging stations for electric vehicles
- Preferred parking for high-occupancy vehicles (two or more people)

- Bicycle facilities including storage and changing rooms for all occupants and showers for staff
- Indoor water use reduction, including low-flow and low-flush plumbing fixtures with flush and flow rates significantly below the national standard set by the US Department of Energy's Energy Policy Act (EPACT) 1992
- Outdoor water use reduction, including high efficiency irrigation systems
- Low-emitting materials such as adhesives, sealants, paint, coatings, flooring systems, and composite wood

4.2 Air Quality

Mitigation measure 4.2-2(b) on page 4.2-29 is revised to read:

4.2-2(b) Contribute Air Quality Fees to offset long-term operational ozone precursor emissions.

The landowner shall contribute ~~fifty-six thousand dollars ($56,000)~~ $48,27980 to the ~~City~~ Placer County Air Pollution Control District (PCAPCD) to offset long-term operational ozone precursors emissions (the "Air Quality Fee"). ~~The City and PCAPCD shall enter into an agreement for the collection and disbursement of the Air Quality fee for off-site air quality mitigation.~~ The Air Quality Fee ~~is to~~ shall be used for projects, programs and services that result in reduced emission sources that directly benefit City residents. Such projects, programs and services may include, but are not limited to, ~~replacing non-EPA certified wood stoves,~~ transit vehicle conversions, ~~and~~ retrofitting vehicles with cleaner burning fuels, and funding for public transit services, programs or operations that would support the regional transportation network and provide greater access between health care facilities in the City of Roseville and the Sacramento region.

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CC EXHIBIT D

CEQA FINDINGS OF FACT
and
STATEMENT OF OVERRIDING CONSIDERATIONS

OF THE PLANNING COMMISSION OF THE CITY OF ROSEVILLE

for the
KAISER PERMANENTE ROSEVILLE MEDICAL CENTER INPATIENT BED TOWER PROJECT

OCTOBER 2022

CEQA FINDINGS OF FACT

and

STATEMENT OF OVERRIDING CONSIDERATIONS

I. INTRODUCTION

These findings, as well as the accompanying statement of overriding considerations, have been prepared in accordance with the California Environmental Quality Act (CEQA), the CEQA Guidelines (14 CCR § 15000 et seq.), and the local procedures adopted by the City of Roseville (City). The City is the lead agency for the environmental review of the project and has the principal responsibility for its approval. The project covered by these findings and the relevant CEQA documents is known as the Kaiser Permanente Roseville Medical Center Inpatient Bed Tower Project (Project).

The Draft Supplemental Environmental Impact Report (Draft SEIR or DSEIR) prepared for the Project updates the CEQA analysis performed in the 2004 Kaiser Permanente Roseville Medical Center Expansion Project Environmental Impact Report (SCH no.2003062014) (2004 Expansion Project EIR) and addresses the potential environmental effects associated with constructing and operating the Project. These findings refer to the Notice of Preparation (NOP) or Final SEIR (FSEIR) where the material appears in either of those documents. Otherwise, references are to the DSEIR.

CEQA generally requires that a lead agency must take reasonable efforts to mitigate or avoid significant environmental impacts when approving a project. In order to effectively evaluate any potentially significant environmental impacts of a proposed project, an EIR must be prepared. The EIR is an informational document that serves to inform the agency decision-making body and the public in general of any potentially significant environmental impacts. The preparation of an EIR also serves as a medium for identifying possible methods of minimizing any significant effects and assessing and describing a reasonable range of potentially feasible alternatives to the project.

The SEIR for this Project was prepared by the City as the "lead agency" in accordance with CEQA and has been prepared to identify and assess the anticipated effects of the Project. The City, as the lead agency, has the principal responsibility for approval of the Project.

II. TERMINOLOGY OF FINDINGS

CEQA and the CEQA Guidelines require that, for each significant environmental effect identified in an EIR for a proposed project, the approving agency decision-making body must issue a written finding reaching one or more of the three allowable conclusions:

1. Changes or alterations which avoid or mitigate the significant environmental effects as identified in the EIR have been required or incorporated into the project;

2. Such changes or alterations are within the responsibility and jurisdiction of another public agency and not the agency making the finding, and such changes have been adopted by such other agency or can and should be adopted by such other agency; or

3. Specific economic, legal, social, technological, or other considerations, including consideration for the provision of employment opportunities for highly trained workers, make infeasible the mitigation measures or project alternatives identified in the DSEIR.

   (Pub. Resources Code, § 21081, subds. (a)(1)–(a)(3); see also CEQA Guidelines, §15091, subds. (a)(1)–(a)(3).)

III. STATEMENT OF FINDINGS

The findings and determinations contained herein are based on the competent and substantial evidence, both verbal and written, contained in the entire record relating to the Project and the SEIR. The findings and determinations constitute the independent findings and determinations by the Planning Commission in all respects and are fully and completely supported by substantial evidence in the record as a whole.

Although the findings below identify specific pages within the Draft and Final SEIRs in support of various conclusions reached below, the Planning Commission hereby incorporates by reference and adopts as its own, the reasoning set forth in both environmental documents, and thus relies on that reasoning, even where not specifically mentioned or cited herein, in reaching the conclusions set forth below, except where additional evidence is specifically mentioned. This is especially true with respect to the Planning Commission's approval of mitigation measures recommended in the SEIR, and the reasoning set forth in responses to comments in the Final SEIR. The Planning Commission further intends that if these findings fail to cross-reference or incorporate by reference any other part of these findings, any finding required or permitted to be made by this Planning Commission with respect to any particular subject matter of the Project must be deemed made if it appears in any portion of these findings or findings elsewhere in the record.

IV. DEFINITIONS AND ACRONYMS

"CEQA" means California Environmental Quality Act.
"City" means City of Roseville.
"Commission" or "Planning Commission" means the Planning Commission of the City of Roseville.
"Council" or "City Council" means the City Council of the City of Roseville.
"DSEIR" or "Draft SEIR" means the Draft Supplemental Environmental Impact Report for the Kaiser Permanente Roseville Medical Center Inpatient Bed Tower Project, dated July 2022.
"SEIR" means Supplemental Environmental Impact Report, including both the DSEIR and FSEIR.
"FSEIR" or "Final SEIR" means the Final Environmental Impact Report for the Kaiser Permanente Roseville Medical Center Inpatient Bed Tower Project, dated October 2022.
"MMRP" means Mitigation Monitoring and Reporting Program.
"NERSP" means Northeast Roseville Specific Plan.
"NOP" means Notice of Preparation.

"PRC" means California Public Resources Code.

V. PROJECT DESCRIPTION

A. PROJECT OVERVIEW

In 2004, the City evaluated an expansion to the Kaiser Permanente Roseville Medical Center Campus (Medical Center Campus) to include construction and operation of a 705,360-square-foot expansion to the existing Medical Center Campus (2004 Expansion Project). The 2004 Expansion Project proposed a new medical office building, a new Women and Children's Center, a new five-story, 155,000 gross-square-foot Surgery and Intensive Care Unit addition to the existing hospital building, renovation and expansion of the Emergency Department and Radiology Department, two new parking structures (including a three-story 400-space parking garage), an expansion and remodeling of the cafeteria, a Central Utility Plant, a helicopter landing pad, and other existing buildings. The City approved the 2004 Expansion Project and certified that project's EIR in 2004. However, neither the Surgery and Intensive Care Unit Facility, nor the three-story parking garage, or the helicopter landing pad--approved as part of the 2004 Expansion Project--have been constructed. The Project would increase the height and capacity of the previously-approved 2004 Expansion Project plans, while retaining the same overall footprint.

B. THE PROJECT

Kaiser Permanente proposes to increase the size and capacity of the previously approved 2004 Kaiser Roseville Medical Center Expansion Project (2004 Expansion Project) on the existing Kaiser Permanente Roseville Medical Center Campus and add a few additional elements. Specifically, the Project revises the approved 2004 Expansion Project to allow for the following: an approximately 278,000 square foot, six-story, 138-bed Inpatient Tower building on the site of the prior approved Surgery and Intensive Care Unit Facility; expansion of the Emergency Department (part of the Main Hospital Building) to add 36 new treatment bays (change of use with no additional square footage); a new four-level garage with rooftop parking to accommodate approximately 800 stalls located on the site of the prior approved parking garage; relocation of the northwest corner loop road; a new main hospital entrance and drop off area; a new generator yard; and internal upgrades to the existing Central Utility Plant.

C. PROJECT SITE

The Project site is located within the existing Medical Center Campus at 1600 Eureka Road in the City (Assessor's Parcel Number 048-012-001). The approximately 49-acre Project site is bounded by Lead Hill Boulevard on the north, Douglas Boulevard on the south, Rocky Ridge Drive on the west, and Eureka Road on the east. Interstate 80 is approximately 1 mile west of the Project site and the City's eastern boundary is approximately 0.25 miles to the east of the site.

D. EXISTING LAND USE DESIGNATIONS AND ZONING

The Project site is designated Business Professional (BP) on the City's General Plan land use map (last updated December 2021) and also in the Northeast Roseville Specific Plan (NERSP). Uses allowed under this land use designation include business park and professional office, medical campus, and research and development. The General Plan notes that hospitals and clinics may also

be permitted under this land use designation. The site is zoned Planned Development for Medical Campus (PD 470). Uses permitted include professional offices and general medical services.

E. ADJACENT USES

The area surrounding the Project site is characterized as developed and includes a mix of land uses. Across Rocky Ridge Drive to the west is a retail center that includes Target and Walmart stores; to the north, across Lead Hill Boulevard is an office development with numerous medical-related services; to the east, across Eureka Road are more office buildings; and to the south, across Douglas Boulevard are more retail uses in the Rocky Ridge Town Center.

F. PROJECT OBJECTIVES

The objectives of the Project are to:

1. Expand the Kaiser Permanente Roseville Medical Center Campus through the construction and operation of new medical facilities in order to accommodate future growth of Kaiser Permanente members and the need to provide additional medical services that benefit the community.
2. Optimize the use of the development potential on the existing Medical Center Campus by developing a comprehensively planned, integrated medical campus within the existing Campus boundaries. Construction of a new hospital tower and expanded emergency department services will keep pace with increasing population growth in the City and in the region.
3. Maintain current services at the existing Roseville Medical Center Campus, including 24/7 emergency services without interruption.
4. Provide parking sufficient to accommodate membership and patient parking needs, as well as staff parking to meet current and projected future demand.
5. Redesign internal circulation on the Roseville Medical Center Campus in order to optimize safety, provide enhanced health and wellness, and create a seamless flow between pedestrians and vehicle traffic throughout the Campus.
6. Foster the creation of employment opportunities in healthcare by providing jobs for skilled personnel in specialty healthcare departments and improving the jobs/housing balance within the City of Roseville and the surrounding area.
7. Implement the vision, objectives and policies of the Northeast Roseville Specific Plan and the City of Roseville General Plan (2035).
8. Incorporate sustainable green building design features developed by the Leadership in Energy and Environmental Design (LEED) to meet the LEED Gold performance standards and Kaiser Permanente's long-term environmental stewardship goals.

G. PROJECT CONSTRUCTION

Construction of the Project, if approved, would take approximately 56 months, or 4.5 years, to complete. Site grading, trenching for utilities and re-aligning the loop road would take approximately 6 months, followed by construction of the buildings. The intent is to have the parking structure built first in order to provide additional parking on site while the Inpatient Tower building is under construction in the northwest corner of the Campus.

An off-site parking lot located at 2130 Douglas Boulevard would provide temporary parking for Kaiser employees during Project construction.

H. PROJECT APPROVALS

Discretionary Project approvals by the City of Roseville are expected to include, but are not necessarily limited to the following:

- Certification of the SEIR
- Major Project Permit Stages 1-3
- Specific Plan Amendment to the Northeast Roseville Specific Plan
- Amendment to the Development Agreement

In addition, the state Department of Health Care Access and Information (HCAI) reviews and issues permits for hospital additions and renovation permits. In essence, HCAI serves as a building department for permit application review and issuance for all hospital projects in California. HCAI would review all Project components (with the exception of the parking garage and relocation of the loop road) and issue building permits for the Inpatient Tower building, internal improvements to the CUP and generator yard Project components.

VI. ENVIRONMENTAL REVIEW PROCESS

In accordance with section 15082 of the CEQA Guidelines, the City issued a NOP for preparation of an SEIR on February 25, 2022 (SCH# 2022020590). This notice was circulated to the public, local, state, and federal agencies, and other interested parties to solicit comments on the scope of the SEIR analysis for the Project.

The City received a total of three letters in response to the NOP. All of the NOP comment letters received are included in Appendix A of the Draft SEIR.

The SEIR includes a discussion of prior impacts addressed in the 2004 Expansion Project EIR and an analysis of the following resource issue areas:

- Aesthetics
- Air Quality
- Greenhouse Gas Emissions
- Land Use and Planning
- Public Utilities
- Transportation and Circulation

The topics of Agriculture and Forestry Resources, Biological Resources, Cultural Resources, Energy, Geology and Soils, Hazards and Hazardous Materials, Hydrology and Water Quality, Mineral Resources, Population and Housing, Public Services and Recreation, Tribal Cultural Resources, and Wildfire are not studied further in the Draft SEIR because, as explained in Chapter 3 of the DSEIR (Issues Addressed in the 2004 Expansion Project EIR), impacts in these areas would be less than significant or no impacts would occur.

The City published the Draft SEIR for public and agency review on July 22, 2022. The public review period was 45 days, ending on September 6, 2022. In October 2022, the City published a Final SEIR for the Project.

VII. RECORD OF PROCEEDINGS

For the purposes of CEQA, and the findings herein set forth, the administrative record for the Project consists of those items listed in Public Resources Code (PRC) Section 21167.6, subdivision (e). The record of proceedings for the City's decision on the Project consists of the following documents, at a minimum:

- The NOP dated February 25, 2022, and all other public notices issued by the City in conjunction with the Project;
- All applications for approvals and development entitlements related to the Project and submitted to the City;
- Comments received on the NOP issued by the City;
- The Draft SEIR and all appendices to the Draft SEIR for the Project;
- Notices of Completion and of Availability, providing notice that the Draft SEIR had been completed and was available for public review and comment;
- All comments submitted by agencies or members of the public during the comment period on the Draft SEIR;
- All comments and correspondence submitted to the City with respect to the Project, in addition to timely comments on the Draft SEIR;
- The Final SEIR for the Project dated October 2022, including all documents referred to or relied upon therein, and documents relied upon or referenced in these findings, which include, but are not limited to the following:
    - All timely comments received on the Draft SEIR and responses to those comments;
    - All Technical Appendices to the SEIR;
    - Letters and correspondence submitted to the City following the release of the Final SEIR;
    - The Mitigation Monitoring and Reporting Program for the Project;
- The Notices of Public Hearing issued in connection with City Planning Commission hearings on the Project;
- All findings and resolutions adopted by the Planning Commission in connection with Project approvals, and all documents cited or referred to therein;
- All reports, studies, memoranda (including internal memoranda not protected by the attorney-client privilege), maps, staff reports, or other planning documents relating to the

Project prepared by the City, consultants to the City, or responsible or trustee agencies with respect to the City's compliance with the requirements of CEQA and with respect to the City's action on the Project;

- All reports, studies, memoranda, maps, staff reports, or other planning documents related to the Project cited or referenced in the preparation of the Draft SEIR or Final SEIR;

- All documents submitted to the City by other public agencies or members of the public in connection with the Project, up through the close of the public hearing, including staff reports;

- Any documentary or other evidence submitted to the City at any other information sessions, public meetings or public hearings;

- The relevant files of the City of Roseville Planning Division for the Project;
- The relevant City files and the materials submitted by the Project applicant;
- The City of Roseville General Plan, the Northeast Roseville Specific Plan, and Roseville Municipal Code;
- Matters of common knowledge to the City including, but not limited to federal, state, and local laws and regulations;

- Any documents expressly cited in these findings, in addition to those cited above; and
- Any other materials required for the record of proceedings by PRC section 21167.6(e).

The administrative record of these proceeding is the City's Development Services Department, located at 311 Vernon Street, Roseville, CA 95678. The custodian of these documents and other materials is the City Clerk.

The Planning Commission has relied on all of the documents listed above in reaching its decisions on the Project even if not every document was formally presented to the Planning Commission or City Staff as part of the City files generated in connection with the Project. Without exception, any documents set forth above not found in the Project files fall into one of two categories. Many of them reflect prior planning or legislative decisions with which the Planning Commission was aware in approving the Project. (See *City of Santa Cruz v. Local Agency Formation Commission* (1978) 76 Cal.App.3d 381, 391-392; *Dominey v. Department of Personnel Administration* (1988) 205 Cal.App.3d 729, 738, fn. 6.) Other documents influenced the expert advice provided to City Staff or consultants, who then provided advice to the Planning Commission as the final decision making body.

For that reason, such documents form part of the underlying factual basis for the Planning Commission's decisions relating to approval of the Project. (See Pub. Resources Code, § 21167.6, subd. (e)(10); *Browning-Ferris Industries v. City Council of City of San Jose* (1986) 181 Cal.App.3d 852, 866; *Stanislaus Audubon Society, Inc. v. County of Stanislaus* (1995) 33 Cal.App.4th 144, 153, 155.)

VIII. FINDINGS REQUIRED UNDER CEQA

PRC section 21002 provides that "public agencies should not approve projects as proposed if there are feasible alternatives or feasible mitigation measures available which would substantially lessen the significant environmental effects of such projects[.]" The same statute states that the procedures required by CEQA "are intended to assist public agencies in systematically identifying both the significant effects of proposed projects and the feasible alternatives or feasible mitigation measures which will avoid or substantially lessen such significant effects." Section 21002 goes on to state that "in the event [that] specific economic, social, or other conditions make infeasible such project alternatives or such mitigation measures, individual projects may be approved in spite of one or more significant effects thereof."

The mandate and principles announced in PRC section 21002 are implemented, in part, through the requirement that agencies must adopt findings before approving projects for which EIRs are required. (See Pub. Resources Code, § 21081, subd. (a); CEQA Guidelines, § 15091, subd. (a).) For each significant environmental effect identified in an EIR for a proposed project, the approving agency must issue a written finding reaching one or more of three permissible conclusions. The first such finding is that "[c]hanges or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the final EIR." (CEQA Guidelines, § 15091, subd. (a)(1).)

The second permissible finding is that "[s]uch changes or alterations are within the responsibility and jurisdiction of another public agency and not the agency making the finding. Such changes have been adopted by such other agency or can and should be adopted by such other agency." (CEQA Guidelines, § 15091, subd. (a)(2).)

The third potential conclusion is that "[s]pecific economic, legal, social, technological, or other considerations, including provision of employment opportunities for highly trained workers, make infeasible the mitigation measures or project alternatives identified in the final EIR." (CEQA Guidelines, § 15091, subd. (a)(3).) PRC section 21061.1 defines "feasible" to mean "capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental, social and technological factors."

The CEQA Guidelines do not define the difference between "avoiding" a significant environmental effect and merely "substantially lessening" such an effect. The City must therefore glean the meaning of these terms from the other contexts in which the terms are used. PRC section 21081, on which CEQA Guidelines section 15091 is based, uses the term "mitigate" rather than "substantially lessen." The CEQA Guidelines therefore equate "mitigating" with "substantially lessening." Such an understanding of the statutory term is consistent with the policies underlying CEQA, which include the policy that "public agencies should not approve projects as proposed if there are feasible alternatives or feasible mitigation measures available which would substantially lessen the significant environmental effects of such projects." (Pub. Resources Code, § 21002.)

For purposes of these findings, the term "avoid" refers to the effectiveness of one or more mitigation measures to reduce an otherwise significant effect to a less-than-significant level. In contrast, the term "substantially lessen" refers to the effectiveness of such measure or measures to

substantially reduce the severity of a significant effect, but not to reduce that effect to a less-than-significant level.
Although CEQA Guidelines section 15091 requires only that approving agencies specify that a particular significant effect is "avoid[ed] or substantially lessen[ed]," these findings, for purposes of clarity, will specify whether the effect in question has been reduced to a less than significant level, or has been substantially lessened but remains significant. Moreover, although section 15091, read literally, does not require findings to address environmental effects that an EIR identifies as merely "potentially significant," these findings will nevertheless fully account for all such effects identified in the Final SEIR.

CEQA requires that the lead agency adopt mitigation measures or alternatives, where feasible, to substantially lessen or avoid significant environmental impacts that would otherwise occur. Project modification or alternatives are not required, however, where such changes are infeasible or where the responsibility for modifying the project lies with some other agency. (CEQA Guidelines, § 15091, subd. (a).) With respect to a project for which significant impacts are not avoided or substantially lessened, a public agency, after adopting proper findings, may nevertheless approve the project if the agency first adopts a statement of overriding considerations setting forth the specific reasons why the agency found that the project's "benefits" rendered "acceptable" its "unavoidable adverse environmental effects." (CEQA Guidelines, §§ 15093, 15043, subd. (b); see also Pub. Resources Code, § 21081, subd. (b).)

In addition to describing the disposition of the various significant effects identified in the DSEIR, the findings must also explain why the project alternatives described in the 2004 Expansion Project EIR are not being selected for implementation. In other words, the City of Roseville is required to describe the specific economic, legal, social, technological, or other considerations that make each alternative infeasible.

The SEIR for the Project identified one cumulative aesthetic (light and glare) impact as significant and unavoidable resulting from the Project, and thus a Statement of Overriding Considerations was prepared.

IX. LEGAL EFFECT OF FINDINGS

These findings constitute the City's best efforts to set forth the evidentiary and policy bases for its decision to approve the VESP in a manner consistent with the requirements of CEQA. To the extent that these findings conclude that various proposed mitigation measures outlined in the EIR are feasible and have not been modified, superseded or withdrawn, the City hereby binds itself to require implementation of these measures. These findings, in other words, are not merely informational, but rather constitute a binding set of obligations that will come into effect when the City adopts a resolution approving the Project.

X. MITIGATION MONITORING AND REPORTING PROGRAM

A Mitigation Monitoring and Reporting Program (MMRP) has been prepared for the Project and is being approved by the Planning Commission by the same resolution that adopts these findings. The City will use the MMRP to track compliance with adopted mitigation measures. The MMRP will remain available for public review during the compliance period. The MMRP is a separate

document from the SEIR and will be approved in conjunction with certification of the SEIR and adoption of these Findings of Fact.

XI. FINDINGS REGARDING ENVIRONMENTAL EFFECTS AND MITIGATION MEASURES

The Draft SEIR identified a number of significant and potentially significant environmental effects (or impacts) that the Project may cause. Most of these significant impacts can be reduced to a level of less than significant through the adoption of feasible mitigation measures. One impact cannot be reduced to a less-than-significant level and will be significant and unavoidable. For the reasons set forth in Section XI, *infra*, however, the City has determined that overriding economic, social or other considerations outweigh the significant, unavoidable effects of implementation of the Project.

The City's findings with respect to Project impacts requiring mitigation are set forth in Table A, attached to these findings. The findings set forth in the table are hereby incorporated by reference and the Council adopts all of the mitigation measures identified therein. This table does not attempt to describe the full analysis of each environmental impact contained in the SEIR. Instead, the table provides a summary description of each impact, describes the applicable mitigation measures identified in the Draft or Final SEIR and adopted by the Planning Commission, and states the Planning Commission's findings on the significance of each impact after imposition of the adopted mitigation measures. A full explanation of these environmental findings and conclusions can be found in the Draft and Final SEIRs, and these findings are hereby incorporated by reference the discussion and analysis in those documents supporting the SEIR's determinations regarding mitigation measures and the Project's impacts and mitigation measures designed to address those impacts. In making these findings, the Planning Commission ratifies, adopts, and incorporates into these findings the analysis and explanation in the Draft and Final SEIRs, and ratifies, adopts, and incorporates in these findings the determinations and conclusions of the Draft and Final SEIRs relating to environmental impacts and mitigation measures, except to the extent any such determinations and conclusions are specifically and expressly modified by these findings.

XII. FINDINGS REGARDING RECIRCULATION OF THE DRAFT SEIR

The Planning Commission adopts the following findings with respect to whether to recirculate the DSEIR. Under Section 15088.5 of the CEQA Guidelines, recirculation of an EIR is required when "significant new information" is added to the EIR after public notice is given of the availability of the DEIR for public review but prior to certification of the FEIR. The term "information" can include changes in the project or environmental setting, as well as additional data or other information. New information added to an EIR is not "significant" unless the EIR is changed in a way that deprives the public of a meaningful opportunity to comment upon a substantial adverse environmental effect of the project or a feasible way to mitigate or avoid such an effect (including a feasible project alternative) that the project's proponents have declined to implement. "Significant new information" requiring recirculation includes, for example, a disclosure showing that:

(1) A new significant environmental impact would result from the project or from a new mitigation measure proposed to be implemented.

(2) A substantial increase in the severity of an environmental impact would result unless mitigation measures are adopted that reduce the impact to a level of insignificance.
(3) A feasible project alternative or mitigation measure considerably different from others previously analyzed would clearly lessen the significant environmental impacts of the project, but the project's proponents decline to adopt it.
(4) The Draft EIR was so fundamentally and basically inadequate and conclusory in nature that meaningful public review and comment were precluded. (CEQA Guidelines, §15088.5.)

Recirculation is not required where the new information added to the EIR merely clarifies or amplifies or makes insignificant modifications in an adequate EIR. The above standard is "not intend[ed] to promote endless rounds of revision and recirculation of EIRs." (*Laurel Heights Improvement Assn. v. Regents of the University of California* (1993) 6 Cal. 4th 1112, 1132.) "Recirculation was intended to be an exception, rather than the general rule." (*Ibid.*)

Here, the information contained within the Final SEIR involves no "significant new information" triggering recirculation because the information did not result in any new significant environmental effects or any substantial increase in the severity of any previously identified significant effects and did not otherwise trigger recirculation. Under such circumstances, the City finds that recirculation of the SEIR is not required.

XIII. PROJECT ALTERNATIVES

A. ALTERNATIVES ANALYSIS

The CEQA Guidelines require that an EIR describe a reasonable range of alternatives to a project that would feasibly attain most of the basic project objectives but would avoid or substantially lessen one or more of the project's significant effects. (CEQA Guidelines section 15126.6(a).) An EIR is not required to consider every conceivable alternative to a project, nor alternatives that are infeasible. (Id.)

Section 15126.6 of the CEQA Guidelines requires the consideration of a reasonable range of potentially feasible alternatives that could reduce or eliminate any significant adverse environmental effects of the proposed project, including alternatives that may, to some degree, impede the project's objectives.

PRC section 21002 provides that "public agencies should not approve projects as proposed if there are feasible alternatives or feasible mitigation measures available which would substantially lessen the significant environmental effects of such projects[.]" The procedures required by CEQA "are intended to assist public agencies in systematically identifying both the significant effects of proposed projects and the feasible alternatives or feasible mitigation measures which will avoid or substantially lessen such significant effects." "[I]n the event [that] specific economic, social, or other conditions make infeasible such project alternatives or such mitigation measures, individual projects may be approved in spite of one or more significant effects."

The Project is generally consistent with the prior 2004 Expansion Project EIR; therefore, according to CEQA Guidelines Section 15162(a)(3)(A), when an EIR has been certified for a project, no subsequent EIR shall be prepared for that project unless the lead agency determines, on the basis of substantial evidence in the light of the whole record, new information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete, shows that the project will have one or more significant effects not discussed in the previous EIR.

CEQA Guidelines Section 15163(a) states "A Lead or Responsible Agency may prepare a supplement to an EIR rather than a Subsequent EIR if: (1) any of the conditions described in Section 15162 would require the preparation of a subsequent EIR, and (2) only minor additions or changes would be necessary to make the previous EIR adequately apply to the project in the changed situation."

Furthermore, when the agency decides whether to approve the project, the decision-making body shall consider the previous EIR as revised by the Supplemental EIR (CEQA Guidelines, Section 15163[e]). A finding under Section 15091 shall be made for each significant effect shown in the previous EIR.

According to CEQA Guidelines Section 15163, a Supplemental EIR needs to contain only the information needed to analyze the modified Project, including changed circumstances and new information requiring additional environmental review. Where the existing information and analysis in the 2004 Expansion Project Final EIR is sufficient to evaluate the impacts of the Project, no additional environmental review is required.

Project alternatives were analyzed in the 2004 Expansion Project EIR and included a No Project Alternative, a Reduced Intensity Alternative, and an Off-Site Alternative. While the 2004 Expansion Project EIR determined the No Project Alternative would be the environmentally superior alternative due to a decrease in air quality and traffic impacts, the CEQA Guidelines require that an environmentally superior alternative be designated if the No Project Alternative is the environmentally superior choice. Therefore, the Off-Site Alternative was determined to be the environmentally superior alternative due to a reduction in air quality and traffic impacts. The City's 2035 General Plan EIR concluded that the cumulative increase in light and glare with buildout of the General Plan would be a significant and unavoidable impact. The Medical Center Campus buildout was assumed in the General Plan. Therefore, the Project's cumulative contribution to light and glare impacts analysis now necessarily includes identification of this cumulative contribution to a significant and unavoidable impact. However, the 2035 General Plan EIR, which assumed buildout of the Campus, determined it is not feasible to mitigate light and glare impacts completely without prohibiting the use of light in new development, and no other feasible mitigation measures are available. The analysis of alternatives in the 2004 Expansion Project EIR's Chapter 6 (Alternatives of the 2004 Expansion Project EIR) is still applicable to the Project because a hypothetical alternative to avoid or reduce this significant cumulative impact would be infeasible; therefore, the original alternatives analysis is still valid, and an analysis of additional Project alternatives is not required.

The 2004 Expansion Project Final EIR project alternatives (summarized below) were considered for analysis. As described in the Final SEIR, no additional analysis of the alternatives is warranted

for the Project, and the alternatives analysis comprehensively evaluated in the 2004 Expansion Final EIR remains adequate.

Alternative 1, No Project Alternative

The "No Project" alternative assumes no Kaiser Medical Center expansion on the project site but assumes medical office use buildout of the site as permitted under General Plan and Specific Plan policies and regulations. Under the General Plan and NERSP the undeveloped area of the 49-acre Kaiser site along Douglas Boulevard would be developed with medical office space.

Impacts: The No Project Alternative would result in a decrease in the following impacts associated with the Project:

- Transportation and Circulation
- Air Quality

The level of significance of other impacts would not be substantively changed.

Findings: The City of Roseville hereby makes finding (a)(3), as stated in CEQA Guidelines Section 15091, with respect to this alternative. The No Project Alternative is hereby rejected as infeasible because it would not provide comprehensive medical services for members in Roseville and surrounding areas; and would provide fewer employment opportunities in the City. Under this alternative, Kaiser would consider moving some portion of its operations out of Roseville in order to consolidate its facilities and services at an alternative campus. This would further fragment Kaiser's facilities and services, and therefore would be in conflict with the objectives for the Project.

Alternative 2, Reduced Intensity Alternative

The Reduced Intensity Alternative assumes a reduced Medical Center expansion project on the project site. The Reduced Intensity Alternative would include a smaller expansion of the Medical Center. This alternative would construct approximately 491,130 gsf of new buildings and additions, approximately 214,230 gsf less than the proposed Project.

Impacts: The Reduced Intensity Alternative would result in a decrease in the following impacts associated with the Project:

- Transportation and Circulation
- Air Quality

The level of significance of other impacts would not be substantively changed.

Findings: The City of Roseville hereby makes finding (a)(3), as stated in CEQA Guidelines Section 15091, with respect to this alternative. The Reduced Intensity Alternative is hereby rejected as infeasible because it would not maximize the quality and efficiency of use of the Kaiser Roseville Medical Center Campus to the same extent as the proposed Project, and therefore would not fully accommodate existing and future demands for medical care in the region. The Reduced

Intensity Alternative would also not create as many high-quality employment opportunities for the City. Under this alternative, Kaiser would consider additional site(s) in or around the Roseville area to provide supplementary services. This would fragment Kaiser's facilities and services and could result in the establishment of duplicative facilities. This alternative would not maximize the quality and efficiency of uses on the site, would reduce employment opportunities, and therefore would be in conflict with the objectives for the Project.

Alternative 3, Off-Site Alternative

The Off-Site Alternative assumes partial Medical Center use buildout on the project site and construction of Kaiser administrative and clinical space at the Stone Point Campus site at 1445 Eureka Road. The Off-Site Alternative would use nearby leased space to accommodate a portion of Kaiser's proposed Medical Center Expansion project. The leased space would be located at the 130-acre Stone Point Campus development site at 1445 Eureka Road, within the NERSP area; the site is approximately ¾ mile (about 4,000 feet) northwest of the project site.

Impacts: The Off-Site Alternative would result in a decrease in the following impacts associated with the Project:

- Transportation and Circulation
- Air Quality
- Traffic Noise

The level of significance of other impacts would not be substantively changed.

Findings: The Off-Site Alternative is hereby rejected as infeasible because the Stone Point Campus site at 1445 Eureka Road (or 1 Adventist Health Way) was developed in 2019 with the Adventist Health Campus and would therefore be unable to accommodate any portion of the Project. In addition, any off-site alternative does not meet the basic objectives of the Project, as the primary purpose of the Project is to modify and expand the existing facility/site. Lastly, an off-site alternative would not change the outcome of the cumulative contribution to light and glare as significant and unavoidable.

XIV. STATEMENT OF OVERRIDING CONSIDERATIONS

"CEQA recognizes that in determining whether and how a project should be approved, a public agency has an obligation to balance a variety of public objectives, including economic, environmental, and social factors and in particular the goal of providing a decent home and satisfying living environment for every Californian." (CEQA Guidelines, § 15021, subd. (d).)

To reflect the ultimate balancing of competing public objectives when the agency decides to approve a project that will cause one or more significant effects on the environment, an agency must prepare a statement of overriding considerations." (CEQA Guidelines, §§ 15021, subd. (d), 15093.)

A statement of overriding considerations must set forth the specific reasons why the agency found that the project's "specific economic, legal, social, technological, or other benefits" rendered

"acceptable" its "unavoidable adverse environmental effects." (CEQA Guidelines, §§ 15093, subd. (a), 15043, subd. (b); see also Pub. Resources Code, § 21081, subd. (b).)

A. SIGNIFICANT AND UNAVOIDABLE IMPACTS

As set forth above, the approval of the Project will result in one significant adverse environmental effect in relation to Aesthetics (cumulative light and glare impact) that cannot be avoided even with the adoption of all feasible mitigation measures.

B. FINDING OF OVERRIDING CONSIDERATIONS

The following statement identifies the reasons why, in the City's judgment, the benefits of the Project outweigh its unavoidable significant impact.

The City finds that each of the overriding considerations expressed as benefits and set forth below constitutes a separate and independent ground for such a finding. The substantial evidence supporting the various benefits can be found in the documents identified for inclusion in the Record of Proceedings.

The City has considered the SEIR, the public Record of Proceedings on the Project and other written materials presented to and prepared by the City, as well as verbal and written testimony received, and hereby determines that implementation of the Project would result in the following substantial public benefits:

Furtherance of City Goals and Policies

The Project will implement the goals, objectives, and policies of the City's General Plan and its Northeast Roseville Specific Plan by providing expanded medical services within the existing Medical Center Campus to accommodate existing and future demands for medical care in the City and the region, while ensuring compatibility with surrounding uses. The Project promotes General Plan Land Use Element Community Form – Jobs/Housing and Economic Development Policies LU5.1, LU5.6 and LU 5.7. Consistent with these policies, the Project will provide local employment and will help maintain the land use mix and the fiscal viability of the City. Furthermore, the Project adheres to the City's Design Guidelines and other regulatory requirements.

Expanded Development of an Existing Site

The Project will expand upon development on an existing medical campus site in an existing urbanized area. The Project will result in regional environmental benefits because it will not require the extension of utilities or roads into undeveloped areas, and it is convenient to major arterials, services, and transit.

Increased Economic Impacts to the City of Roseville

The Project would positively contribute to the City's local economy through new capital investment. The Project will foster the creation of employment opportunities in healthcare by providing jobs for skilled personnel in specialty healthcare departments and improving the jobs/housing balance within the City of Roseville and the surrounding area. The approximate 278,000 square foot, six-story, Inpatient Tower building proposed with the Project would help ensure the retention of the approximately 2,800 existing Kaiser employees in the City, and is anticipated to generate approximately 728 new jobs. In addition to creating long-term employment opportunities through the new hospital tower building, project construction would generate approximately 370 new construction-related jobs at peak construction. The Project would help achieve a well-balanced mix of land uses, housing types, and job opportunities as identified in Land Use Element, Community Form – Jobs/Housing and Economic Development Goal LU5.1. Given the proximity of employment opportunities and commercial services to residential areas, the Project plays a role in achieving the desirable goals set forth in the policy.

Enhanced Public Safety and Public Health

The Project expands a major medical care facility to serve existing and future demand in the City of Roseville and the greater region, which will in turn result in an increase in the quality and efficiency of medical care delivery to patients. Construction of a new hospital tower and expanded emergency department services will keep pace with increasing population growth in the City and in the region. The new parking structure will provide additional parking to accommodate membership and patient needs, as well as staff parking to meet current and projected future demand. The Project will supplement and support existing Kaiser Permanente medical offices, hospitals and other facilities in the region that are currently constrained in their ability to enhance existing services or to renovate clinical areas.

Implementation of Sustainable Development Strategies

The Project is designed to comply with Title 24 (California Energy Efficiency Standards) and meet Leadership in Energy and Environmental Design (LEED) requirements, would be constructed in compliance with current CALGreen building codes, and would also include a variety of sustainability measures [see Chapter 2, Project Description].

Pursuant to PRC section 21081 and section 15093 of the State CEQA Guidelines, the Planning Commission of the City of Roseville adopts and makes the following statement of overriding considerations regarding the remaining significant unavoidable impact of the Project, as discussed above, and the anticipated economic, social, and other benefits of the Project.

The Planning Commission finds and determines that: (1) the majority of the significant impacts of the Project will be reduced to acceptable levels by implementation of the mitigation measures recommended in these findings; (2) the Planning Commission's approval of the Project as proposed will result in one significant adverse environmental effect that cannot be avoided or reduced to a less-than-significant level even with the incorporation of all feasible mitigation measures into the Project; and (3) there are no other feasible mitigation measures or feasible project alternatives that will further mitigate, avoid, or reduce to a less-than-significant level the remaining significant environmental impact.

After weighing the economic, legal, social, technological, and other benefits of the Project against the significant unavoidable impact of the Project identified in the SEIR, the City hereby determines that those benefits outweigh the risks and adverse environmental impacts of the Project, and further determines that the Project's significant unavoidable impact is acceptable.

Accordingly, the City adopts the Statement of Overriding Considerations, recognizing that a significant unavoidable impact will result from implementation of the Project. Having (i) adopted all feasible mitigation measures, as discussed in the SEIR and herein; (ii) rejected alternatives to the Project, as discussed in the SEIR and herein; and (iii) recognized the significant unavoidable impact of the Project, the City hereby finds that the benefits of the Project, as stated herein, are determined to be overriding considerations that warrant approval of the Project and outweigh and override its significant unavoidable Aesthetic impact, and thereby justify the approval of the Project.

Table A. Impact Statements, Mitigation Measures and Findings

Environmental Impact	Level of Significance Prior to Mitigation	Mitigation Measure(s)	Level of Significance After Mitigation	Findings of Fact
4.1 Aesthetics				
Impact 4.1-1: The proposed Project would not conflict with applicable zoning and other regulations governing scenic quality	LTS	None required.	LTS	Under CEQA, no mitigation measures are required for impacts that are less than significant. (Pub. Resources Code, §21002; CEQA Guidelines, §§15126.4, subd. (a)(3), 15091.)
Impact 4.1-2: The proposed Project would not create a new source of light or glare which would adversely affect day or nighttime views in the area.	LTS	None required.	LTS	Under CEQA, no mitigation measures are required for impacts that are less than significant. (Pub. Resources Code, §21002; CEQA Guidelines, §§15126.4, subd. (a)(3), 15091.)
Impact 4.1-3: The proposed Project would contribute to a cumulative increase in light and glare.	PS	Given the location of the Project within a developed area of the City, the addition of new lights would be relatively limited; however, the 2035 General Plan EIR, which considered build out of the project site, determined it is not feasible to mitigate light and glare impacts completely without prohibiting the use of light in new development, and no other feasible mitigation measures are available. Therefore, the Project's cumulative contribution would be considerable, and the impact would be significant and unavoidable.	SU	**Finding:** No mitigation measures are available to reduce this impact to a less-than-significant level. The Planning Commission, therefore, finds that there are no feasible changes or alterations that could be incorporated into the Project to avoid the significant environmental effect as identified in the SEIR. **Explanation/Facts in Support of Finding:** Specific economic, legal, social, technological, other

Table A. Impact Statements, Mitigation Measures and Findings

Environmental Impact	Level of Significance Prior to Mitigation	Mitigation Measure(s)	Level of Significance After Mitigation	Findings of Fact
				considerations, including the City's General Plan finding that cumulative increase in light and glare would be a significant and unavoidable impact, make infeasible the mitigation measures or Project alternatives identified in the 2004 Expansion Project EIR and the FSEIR.
4.2 Air Quality				
Impact 4.2-1: The proposed Project would not conflict with or obstruct implementation of the Sacramento Regional 8-hour Ozone Attainment and Reasonable Further Progress Plan.	LTS	None required.	LTS	Under CEQA, no mitigation measures are required for impacts that are less than significant. (Pub. Resources Code, §21002; CEQA Guidelines, §§15126.4, subd. (a)(3), 15091.)
Impact 4.2-2: The proposed Project could result in a cumulatively considerable increase of any criteria pollutant for which the Project region is in non-attainment.	PS	**Mitigation Measure 4.2-2(a): Prepare a Construction Emission/Dust Control Plan (note: the 2004 Expansion Project EIR mitigation measure stated below includes changes to reflect current air district requirements)** Thirty days prior to the start of construction, the Placer County Air Pollution Control District (PCAPCD) requires, at a minimum, preparation of a Construction Emission/Dust	LTS	**Finding:** Compliance with Mitigation Measure 4.2-2 (subsections (a) thru (d)) has been required or incorporated into the Project, and will reduce this impact to a less-than-significant level by ensuring: a Construction Emission/Dust Control Plan (CEDCP) is prepared and

Table A. Impact Statements, Mitigation Measures and Findings

Environmental Impact	Level of Significance Prior to Mitigation	Mitigation Measure(s)	Level of Significance After Mitigation	Findings of Fact
		Control Plan (CEDCP) and submittal of the CEDCP to the PCAPCD for review and approval. The CEDCP shall identify mitigation measures to reduce the level of construction-related emissions <u>below the PCAPCD threshold of 82 pounds per day</u> in accordance with the standards of the PCAPCD. ~~Mitigation measures could include some or all of the following to reduce emissions to less than significant levels (below the PCAPCD threshold of 82 pounds per day):~~ Construction equipment exhaust emissions shall not exceed District Rule 202 Visible Emission limitations. b. The prime contractor shall submit to the District a comprehensive inventory (i.e., make, model, year, emission rating) of all the heavy-duty off-road equipment (50 horsepower or greater) that will be used an aggregate of 40 or more hours for the construction project. The inventory shall be updated and submitted monthly throughout the duration of the Project, except that an inventory shall not be required for any 30-day period in which no construction activity occurs. At least 48 hours prior to the use of subject heavy-duty offroad equipment, the Project representative shall provide the District with the anticipated construction timeline including start date, and name and		followed during construction; payment of required fees; and compliance with the air district's best management practices. The Planning Commission hereby directs that this mitigation measure be adopted. The Planning Commission, therefore, finds that changes or alterations have been required in, or incorporated into, the Project that avoid the potentially significant environmental effect as identified in the SEIR and that the resulting impacts are less than significant. **Explanation/Facts in Support of Finding:** Construction of the Project could result in a cumulative increase in NOx emissions generated during construction and operation. Significant impacts associated with construction and operation would be reduced to a less-than-significant level as a result of the Project's compliance

Table A. Impact Statements, Mitigation Measures and Findings

Environmental Impact	Level of Significance Prior to Mitigation	Mitigation Measure(s)	Level of Significance After Mitigation	Findings of Fact
		phone number of the Project manager and on-site foreman. c. ~~An enforcement plan shall be established to evaluate project related on- and off-road heavy duty vehicle engine emission opacities weekly, using standards as defined in California Code of Regulations, Title 13, Sections 2180 -2194. An Environmental Coordinator, CARB-certified to perform Visible Emissions Evaluations (VEE), shall routinely evaluate project related off-road and heavy duty on-road equipment emissions for compliance with this requirement. Operators of vehicles and equipment found to exceed opacity limits will be notified and the equipment must be repaired within 72 hours.~~ An Independent Environmental Coordinator or Placer County Air Pollution Control District staff, CARB-certified to perform Visible Emissions Evaluations (VEE), shall routinely evaluate Project-related off-road and heavy-duty on-road equipment emissions during construction for compliance with engine emission opacities, using standards as defined in the California Code of Regulations, Title 13, Sections 2180-2194. Operators of vehicles and equipment found to exceed opacity limits shall be notified and the		with dust and emission control plan, payment of required fees, and compliance with the air district's best management practices. (DSEIR, p. 4.2-24 thru 4.2-30)

Table A. Impact Statements, Mitigation Measures and Findings

Environmental Impact	Level of Significance Prior to Mitigation	Mitigation Measure(s)	Level of Significance After Mitigation	Findings of Fact
		equipment must be removed from service and repaired prior to being placed back in service. Equipment owners and operators found to be operating equipment that is out of compliance shall be subject to a notice of violation and monetary fines. d. The Project shall provide a plan for approval by the PCAPCD demonstrating that the heavy-duty (> 50 horsepower) off-road vehicles to be used in the construction Project, including owned, leased and subcontractor vehicles, will achieve a Project-wide fleet-average 20 percent NO_x reduction and 45 percent particulate reduction compared to the most recent CARB fleet average. Acceptable options for reducing emissions may include use of late model engines, low-emission diesel products, alternative fuels, engine retrofit technology, after-treatment products, and/or other options as they become available. e. There shall be no open burning of removed vegetation during infrastructure improvements. Vegetative material should be chipped or delivered to waste-to-energy facilities. f. Minimize idling time to 10 minutes.		

Table A. Impact Statements, Mitigation Measures and Findings

Environmental Impact	Level of Significance Prior to Mitigation	Mitigation Measure(s)	Level of Significance After Mitigation	Findings of Fact
		g. Earth-moving construction equipment shall be cleaned with water once per day. h. Soil binders shall be spread on unpaved roads and employee/equipment parking areas. i. Approved chemical soil stabilizers shall be applied according to manufacturer's specifications to all inactive construction areas (i.e., previously graded areas which remain inactive for 96 hours). j. Use existing line power sources located on the site or clean fuel generators rather than temporary power generators, except during the first four weeks of construction of the first structure, when temporary generators may be used if line power sources are not feasible. k. All grading operations shall be suspended when wind speeds (as instantaneous gusts) exceed 25 miles per hour (as measured by an on-site anemometer) and dust is impacting adjacent properties. l. All truck and equipment wheels shall be washed prior to leaving the site. m. An operational water truck shall be on site at all times. Apply water to control dust at least twice daily (morning and evening), and as needed to prevent dust impacts off site.		

Table A. Impact Statements, Mitigation Measures and Findings

Environmental Impact	Level of Significance Prior to Mitigation	Mitigation Measure(s)	Level of Significance After Mitigation	Findings of Fact
		n. Streets shall be washed or wet-broomed if silt is carried over to adjacent public thoroughfares. o. Traffic speeds on all unpaved surfaces shall be 15 miles per hour or less. In addition to the above measures, the Project applicant shall consider any of the following measures to further reduce construction-related exhaust emissions: p. Employ construction activity management techniques, such as extending the construction period outside the ozone season of May through October; reducing the number of pieces used simultaneously; increasing the distance between emission sources; reducing or changing the hours of construction; and scheduling activity during off-peak hours. q. Construction contracts shall include language that prohibits the use of pre-1996 off-road heavy-duty construction equipment on declared Spare the Air Days and prohibits the use of all heavy-duty diesel equipment on days forecast to exceed the federal one-house standard. r. Use low-sulfur fuel for stationary construction equipment. s. The applicant shall include a provision in contract language that earth-moving contractors shall not operate pre-1996		

Table A. Impact Statements, Mitigation Measures and Findings

Environmental Impact	Level of Significance Prior to Mitigation	Mitigation Measure(s)	Level of Significance After Mitigation	Findings of Fact
		heavy-duty diesel equipment on forecast Spare the Air Days. t. Use low-emission stationary equipment on site. u. Provide a flag person to guide traffic properly and ensure safety at construction sites. v. Schedule operations affecting traffic for off-peak hours. w. Develop a traffic plan to minimize traffic flow interference from construction activities. The plan may include advance public notice of routing, use of public transportation, and satellite parking areas with a shuttle service. x. Minimize obstruction of through-traffic lanes. y. Develop trip reduction plan to achieve 1.5 AVR (average vehicle ridership) for construction employees In addition to the above PCAPCD measures, the following dust control measures would be required under the grading permit by the Roseville Grading Ordinance: aa. Cover all haul trucks or maintain at least two feet of freeboard. bb. Sweep all paved access roads, parking areas, or staging areas on a daily basis at construction sites, particularly where silt has carried over to adjacent public thoroughfares.		

Table A. Impact Statements, Mitigation Measures and Findings

Environmental Impact	Level of Significance Prior to Mitigation	Mitigation Measure(s)	Level of Significance After Mitigation	Findings of Fact
		cc. Cover, watering twice daily, or apply (non-toxic) soil binders to any exposed stockpiles (dirt, sand, etc.), particularly over weekends if stockpiles are located in proximity to the existing hospital. dd. If landscaping is not planted immediately in areas where construction has been completed, hydroseed undeveloped areas. Appropriate application of such materials (appropriate seed mixture used in hydroseeding) shall be reviewed and approved by a qualified biologist. 4.2-2(b) Contribute Air Quality Fees to offset long-term operational ozone precursor emissions. The landowner shall contribute ~~fifty six thousand dollars ($56,000)~~ $48,279 per ton of NO_x emissions to the City to offset long-term operational NO_x emissions (the "Air Quality Fee"). The City and PCAPCD shall enter into an agreement for the collection and disbursement of the Air Quality fee for off-site air quality mitigation. The Air Quality Fee is to be used for projects, programs and services that result in reduced emission sources that directly benefit City residents. Such projects, programs and services may include, but are not limited to, replacing non-EPA certified wood stoves, transit vehicle conversions, and retrofitting vehicles with cleaner burning fuels.		

Table A. Impact Statements, Mitigation Measures and Findings

Environmental Impact	Level of Significance Prior to Mitigation	Mitigation Measure(s)	Level of Significance After Mitigation	Findings of Fact
		4.2-2(c) All flat roofs shall be made of material(s) that reduce energy demand. 4.2-2(d) Provide power outlet at loading docks and prohibit diesel truck idling for more than five minutes. All truck loading and unloading docks shall be equipped with one 110/208 volt power outlet for every two dock doors. Diesel trucks shall be prohibited from idling more than five minutes and must be required to connect to the 110/208 volt power to run any auxiliary equipment. Signage shall be provided.		
Impact 4.2-3: The proposed Project would not expose sensitive receptors to substantial pollutant concentrations.	LTS	None required.	LTS	Under CEQA, no mitigation measures are required for impacts that are less than significant. (Pub. Resources Code, §21002; CEQA Guidelines, §§15126.4, subd. (a)(3), 15091.)
Impact 4.2-4: The proposed Project could result in a cumulative impact related to air quality.	PS	Implement Mitigation Measures 4.2-2(a) through 4.2-2(d)	LTS	**Finding:** Compliance with Mitigation Measures 4.2-2(a) thru (d) which has been required or incorporated into the Project, will reduce this impact to a less-than-significant level by ensuring a Construction Emission/Dust Control Plan (CEDCP) is prepared and followed during construction, payment of

Table A. Impact Statements, Mitigation Measures and Findings

Environmental Impact	Level of Significance Prior to Mitigation	Mitigation Measure(s)	Level of Significance After Mitigation	Findings of Fact
				required fees, and compliance with the air district's best management practices. The Planning Commission hereby directs that this mitigation measure be adopted. The Planning Commission, therefore, finds that changes or alterations have been required in, or incorporated into, the Project that avoid the potentially significant environmental effect as identified in the SEIR and that the resulting impacts are less than significant. **Explanation/Facts in Support of Finding:** Construction of the Project could result in a cumulative increase in NOx emissions generated during construction and operation. Significant impacts associated with construction and operation would be reduced to a less-than-significant level as a result of the Project's compliance with dust and emission control plan, payment of required fees, and compliance with the

Table A. Impact Statements, Mitigation Measures and Findings

Environmental Impact	Level of Significance Prior to Mitigation	Mitigation Measure(s)	Level of Significance After Mitigation	Findings of Fact
				air district's best management practices. (DSEIR, p. 4.2-24 thru 4.2-30)
4.3 Greenhouse Gas Emissions				
Impact 4.3-1: The proposed Project would not generate GHG emissions that may have a significant effect on the environment.	LTS	None required.	LTS	Under CEQA, no mitigation measures are required for impacts that are less than significant. (Pub. Resources Code, §21002; CEQA Guidelines, §§15126.4, subd. (a)(3), 15091.)
Impact 4.3-2: The proposed Project would not conflict with any plan policy or regulation adopted for reducing GHG emissions.	LTS	None required.	LTS	Under CEQA, no mitigation measures are required for impacts that are less than significant. (Pub. Resources Code, §21002; CEQA Guidelines, §§15126.4, subd. (a)(3), 15091.)
Impact 4.3-3: The proposed Project would not result in a cumulative impact related to GHG emissions.	LTS	None required.	LTS	Under CEQA, no mitigation measures are required for impacts that are less than significant. (Pub. Resources Code, §21002; CEQA Guidelines, §§15126.4, subd. (a)(3), 15091.)
4.4 Land Use and Planning				
Impact 4.4-1: The proposed Project would not conflict with any land use plan, policy or regulation adopted for	LTS	None required.	LTS	Under CEQA, no mitigation measures are required for impacts that are less than significant. (Pub. Resources Code, §21002; CEQA

Table A. Impact Statements, Mitigation Measures and Findings

Environmental Impact	Level of Significance Prior to Mitigation	Mitigation Measure(s)	Level of Significance After Mitigation	Findings of Fact
the purpose of avoiding or mitigating an environmental effect.				Guidelines, §§15126.4, subd. (a)(3), 15091.)
4.5 Utilities				
Impact 4.5-1: The proposed Project would not require the relocation or construction of new or expanded water, wastewater treatment, storm water drainage, electric power, natural gas, or telecommunications facilities.	LTS	None required.	LTS	Under CEQA, no mitigation measures are required for impacts that are less than significant. (Pub. Resources Code, §21002; CEQA Guidelines, §§15126.4, subd. (a)(3), 15091.)
Impact 4.5-2: Sufficient water supplies would be available to serve the proposed Project.	LTS	None required.	LTS	Under CEQA, no mitigation measures are required for impacts that are less than significant. (Pub. Resources Code, §21002; CEQA Guidelines, §§15126.4, subd. (a)(3), 15091.)
Impact 4.5-3: The proposed Project would not result in inadequate wastewater treatment capacity to serve the Project's projected increase in demand.	LTS	None required.	LTS	Under CEQA, no mitigation measures are required for impacts that are less than significant. (Pub. Resources Code, §21002; CEQA Guidelines, §§15126.4, subd. (a)(3), 15091.)
Impact 4.5-4: The proposed Project would	LTS	None required.	LTS	Under CEQA, no mitigation measures are required for

Table A. Impact Statements, Mitigation Measures and Findings

Environmental Impact	Level of Significance Prior to Mitigation	Mitigation Measure(s)	Level of Significance After Mitigation	Findings of Fact
not generate an increase in solid waste exceeding capacity of the landfill or impair the attainment of solid waste reduction goals.				impacts that are less than significant. (Pub. Resources Code, §21002; CEQA Guidelines, §§15126.4, subd. (a)(3), 15091.)
Impact 4.5-5: The proposed Project would comply with reduction statutes and regulations related to solid waste.	LTS	None required.	LTS	Under CEQA, no mitigation measures are required for impacts that are less than significant. (Pub. Resources Code, §21002; CEQA Guidelines, §§15126.4, subd. (a)(3), 15091.)
Impact 4.5-6: The proposed Project, when combined with current and reasonably foreseeable future projects, would not result in cumulatively considerable impacts related to utilities and service systems.	LTS	None required.	LTS	Under CEQA, no mitigation measures are required for impacts that are less than significant. (Pub. Resources Code, §21002; CEQA Guidelines, §§15126.4, subd. (a)(3), 15091.)
4.6 Transportation and Circulation				
Impact 4.6-1: The proposed Project would not conflict with a program, plan, ordinance, or policy addressing the circulation system	LTS	None required.	LTS	Under CEQA, no mitigation measures are required for impacts that are less than significant. (Pub. Resources Code, §21002; CEQA Guidelines, §§15126.4, subd. (a)(3), 15091.)

Table A. Impact Statements, Mitigation Measures and Findings

Environmental Impact	Level of Significance Prior to Mitigation	Mitigation Measure(s)	Level of Significance After Mitigation	Findings of Fact
including transit, roadway, bicycle, and pedestrian facilities.				
Impact 4.6-2: The proposed Project would not conflict with adopted programs, plans, ordinances, or policies regarding bicycle facilities.	LTS	None required.	LTS	Under CEQA, no mitigation measures are required for impacts that are less than significant. (Pub. Resources Code, §21002; CEQA Guidelines, §§15126.4, subd. (a)(3), 15091.)
Impact 4.6-3: The proposed Project would not conflict with adopted programs, plans, ordinances, or policies regarding pedestrian facilities.	LTS	None required.	LTS	Under CEQA, no mitigation measures are required for impacts that are less than significant. (Pub. Resources Code, §21002; CEQA Guidelines, §§15126.4, subd. (a)(3), 15091.)
Impact 4.6-4: The proposed Project would not result in a geometric design feature that is inconsistent with applicable design standards.	LTS	None required.	LTS	Under CEQA, no mitigation measures are required for impacts that are less than significant. (Pub. Resources Code, §21002; CEQA Guidelines, §§15126.4, subd. (a)(3), 15091.)
Impact 4.6-5: The proposed Project would not result in roadway and transportation facilities that impede access for emergency response vehicles.	LTS	None required.	LTS	Under CEQA, no mitigation measures are required for impacts that are less than significant. (Pub. Resources Code, §21002; CEQA Guidelines, §§15126.4, subd. (a)(3), 15091.)

Table A. Impact Statements, Mitigation Measures and Findings

Environmental Impact	Level of Significance Prior to Mitigation	Mitigation Measure(s)	Level of Significance After Mitigation	Findings of Fact
Chapter 3, Initial Study Checklist				
3.2.5 Cultural Resources				
The proposed Project could cause a substantial adverse change in the significance of a historical resource pursuant to §15064.5. The proposed Project could cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5. The proposed Project could disturb any human remains, including those interred outside of formal cemeteries. The proposed Project could cause a substantial adverse change in the significance of a tribal cultural resource listed or eligible for listing in the California Register of Historical Resources,	Potentially Significant	**Mitigation Measure CUL-1** In the event of discovery of buried paleontological, archaeological or historic deposits, project activities in the vicinity of the find shall be temporarily halted and a qualified archaeologist consulted to assess the resource and provide proper management recommendations. Possible management recommendations for important resources could include resource avoidance or data recovery excavations. If human remains are found, the Placer County Coroner's Office shall be contacted immediately. The coroner shall contact the Native American Heritage Commission, which shall notify the appropriate descendant.	Less than Significant	**Finding:** Compliance with Mitigation Measure CUL-1, which has been required or incorporated into the Project, will reduce this impact to a less-than-significant level, by ensuring any buried paleontological, archeological, or historic resources and human remains unearthed during construction to be properly managed and the proper agencies contacted. The Planning Commission hereby directs that this mitigation measure be adopted. The Planning Commission, therefore, finds that changes or alterations have been required in, or incorporated into, the Project that avoid the potentially significant environmental effect as identified in the SEIR and that the resulting impacts are less than significant.

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Environmental Impact	Level of Significance Prior to Mitigation	Mitigation Measure(s)	Level of Significance After Mitigation	Findings of Fact
or in a local register of historical resources as defined in Public Resources Code section 5020.1(k).				**Explanation/Facts in Support of Finding:** Construction of the Project could result in unearthing significant geologic or historic resources, as well as human remains. Significant impacts associated with the potential disturbance to these resources and human remains would be reduced to a less-than-significant level by ensuring a buffer would be provided and proper management protocols were followed in the event resources are unearthed. (DSEIR, pp. 3-11 thru 3-12)
3.2.7 Geology and Soils				
The project could result in substantial soil erosion or the loss of topsoil. The project could be located on a geologic unit or soil that is	PS	Mitigation Measure GEO-1[1] The project sponsor has agreed to abide by the recommendations of the Geotechnical and Geohazards Reports prepared for the proposed Project, which addresses the following: ▪ General Earthwork and Grading ▪ Earthwork Shrinkage and Subsidence	LTS	**Finding:** Compliance with Mitigation Measure GEO-1, which has been required or incorporated into the Project, will reduce this impact to a less-than-significant level by ensuring compliance with the

[1] This mitigation measure was not named or numbered in the 2004 IS. For the purposes of identification in this IS, this mitigation measure has been labeled with an abbreviation of the topic it addresses and its chronological order of introduction within the analysis.

Table A. Impact Statements, Mitigation Measures and Findings

Environmental Impact	Level of Significance Prior to Mitigation	Mitigation Measure(s)	Level of Significance After Mitigation	Findings of Fact
unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse. The project could be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property.		▪ Removals and Overexcavation ▪ Rippability and Rock Disposal ▪ Subdrains ▪ Fill and Cut Slopes ▪ Faulting ▪ Seismic Design Parameters ▪ Liquefaction and Secondary Earthquake Hazards ▪ Foundations ▪ Rock Anchors ▪ Foundation Setbacks from Slopes ▪ Slabs on Grade ▪ Miscellaneous Concrete Flatwork ▪ Footing Excavation and Slab Preparations ▪ Lateral Load Resistance ▪ Drainage and Moisture Proofing ▪ Cement Type and Corrosion Potential ▪ Temporary Slopes ▪ Utility Trench Backfill ▪ Pavement Sections ▪ Observation and Testing		Project's Geotechnical and Geohazards report. The Planning Commission hereby directs that this mitigation measure be adopted. The Planning Commission, therefore, finds that changes or alterations have been required in, or incorporated into, the Project that avoid the potentially significant environmental effect as identified in the SEIR and that the resulting impacts are less than significant. **Explanation/Facts in Support of Finding:** Construction of the Project could include development on unstable soils. Significant impacts associated with developing on unstable soils would be reduced to a less-than-significant level by ensuring compliance with the Project's Geotechnical and Geohazards report. (DSEIR, pp. 3-15 thru 3-17)
The proposed Project could directly or indirectly destroy a	PS	Implement Mitigation Measure CUL-1.	LTS	**Finding:** Compliance with Mitigation Measure CUL-1, which has been required or

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Environmental Impact	Level of Significance Prior to Mitigation	Mitigation Measure(s)	Level of Significance After Mitigation	Findings of Fact
unique paleontological resource or site or unique geologic feature.				incorporated into the Project, will reduce this impact to a less-than-significant level by ensuring any buried paleontological resources unearthed during construction are properly managed and the proper agencies contacted. The Planning Commission hereby directs that this mitigation measure be adopted. The Planning Commission, therefore, finds that changes or alterations have been required in, or incorporated into, the Project that avoid the potentially significant environmental effect as identified in the SEIR and that the resulting impacts are less than significant. **Explanation/Facts in Support of Finding:** Construction of the Project could result in unearthing significant geologic resources. Significant impacts associated with the potential disturbance to these resources would be

Table A. Impact Statements, Mitigation Measures and Findings

Environmental Impact	Level of Significance Prior to Mitigation	Mitigation Measure(s)	Level of Significance After Mitigation	Findings of Fact
				reduced to a less-than-significant level by ensuring proper management protocols are followed in the event any paleontological resources are unearthed. (DSEIR, pp. 3-11 thru 3-12)
3.2.10 Hydrology and Water Quality				
The proposed Project could substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which could: i) result in substantial erosion or siltation on- or off-site. ii) substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or offsite.	PS	**Mitigation Measure 4.6-2** Coordination with Placer County Flood Control and Water Conservation District and appropriation of drainage fees to support implementation of the Dry Creek Watershed Flood Control Plan. **Mitigation Measure 4.6-3** Coordination with City of Roseville Public Works Department and appropriate drainage fees to support improvement of the culvert under Huntington Drive.	LTS	**Finding:** Compliance with Mitigation Measures 4.6-2 and 4.6-3, which have been required or incorporated into the Project, will reduce this impact to a less-than-significant level by: (i) ensuring coordination with the City to provide the fees for the City to pay appropriate drainage fees to the Placer County Flood Control and Water Conservation District for funding flood control projects and services identified in the Dry Creek Watershed Flood Control Plan; (ii) Project payment of appropriate drainage fees towards improvement of the culvert; and (iii) Project compliance with the City's Flood Damage Prevention

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Environmental Impact	Level of Significance Prior to Mitigation	Mitigation Measure(s)	Level of Significance After Mitigation	Findings of Fact
iii) create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff. iv) Impede or redirect flood flows.				Ordinance Ch. 9.80 of the Roseville Municipal Code), which includes standard requirements for all new construction, including regulation of development with the potential to impede or redirect flood flows. The Planning Commission hereby directs that this mitigation measure be adopted. The Planning Commission, therefore, finds that changes or alterations have been required in, or incorporated into, the Project that avoid the potentially significant environmental effect as identified in the SEIR and that the resulting impacts are less than significant. **Explanation/Facts in Support of Finding:** Construction of the Project could increase stormwater flows, potentially exacerbating flooding conditions at an undersized culvert. Significant impacts associated with increased flood risk and the potential

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Environmental Impact	Level of Significance Prior to Mitigation	Mitigation Measure(s)	Level of Significance After Mitigation	Findings of Fact
				for the Project to contribute to increased stormwater and exceeding the capacity of an undersized culvert would be reduced to a less-than-significant level by the appropriation and payment of drainage fees and compliance with the City's flood prevention ordinance and payment of required drainage fees. (DSEIR, pp. 3-23 thru 3-24)
3.2.13 Noise				
The proposed Project could cause the generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies. The proposed Project could cause the generation of excessive ground borne vibration	PS	**Mitigation Measure 4.5-1: Implement noise controls on Medical Center campus.** A. Kaiser shall use best efforts to avoid construction outside daytime hours established by Municipal Code. All construction equipment will be required to be fitted with factory-installed muffling devices, and all construction equipment shall be maintained in good working order. Such equipped and maintained equipment shall generate noise levels no greater than 75 dBA (Leq) at 50 feet, except for pavers or pneumatic tools, which can generate up to 80 dBA (Leq) at 50 feet (see Table 4.5-2, with controls).	LTS	**Finding:** Compliance with Mitigation Measures 4.5-1 and 4.5-2, which have been required or incorporated into the Project, will reduce this impact to a less-than-significant level by minimizing noise associated with Project construction activities. The Planning Commission hereby directs that this mitigation measure be adopted. The Planning Commission, therefore, finds that changes or alterations have been required in, or incorporated into, the Project that avoid

Table A. Impact Statements, Mitigation Measures and Findings

Environmental Impact	Level of Significance Prior to Mitigation	Mitigation Measure(s)	Level of Significance After Mitigation	Findings of Fact
or ground borne noise levels.		B. The applicant's contractor, as part of Kaiser's operational plan, shall use best efforts to minimize disturbance of hospital patients within the existing hospital. The following measures shall be implemented where construction occurs within 100 feet of hospital receptors (200 feet for impact equipment) to the extent necessary to help maintain acceptable interior noise levels for patients in the hospital: ▪ Equipment used for project construction shall be hydraulically- or electrically-powered impact tools (e.g., jackhammers, pavement breakers, and rock drills) wherever possible to avoid noise associated with compressed air exhaust from pneumatically-powered tools. However, where use of pneumatically powered tools is unavoidable, an exhaust muffler on the compressed air exhaust shall be used; this muffler should lower noise levels from the exhaust by up to about 10 dBA. External jackets on the tools themselves shall be used where feasible, and this should achieve a reduction of 5 dBA. Quieter procedures such as drilling rather than impact equipment shall be used whenever feasible.		the potentially significant environmental effect as identified in the SEIR and that the resulting impacts are less than significant. **Explanation/Facts in Support of Finding:** Construction of the Project would increase temporary noise associated with construction equipment. Significant impacts associated with the potential for the Project to generate noise during construction would be reduced to a less-than-significant level by ensuring all equipment is in good working order, utilizing less noisy equipment wherever possible and muffling devices, placing equipment a minimum of 100 ft from existing hospital facilities, locating stationary equipment as far away from occupied buildings as possible, and including appropriate notes attenuation building materials in the new

Table A. Impact Statements, Mitigation Measures and Findings

Environmental Impact	Level of Significance Prior to Mitigation	Mitigation Measure(s)	Level of Significance After Mitigation	Findings of Fact
		▪ Stationary noise sources shall be located as far from hospital receptors as possible. If they must be located near hospital receptors, they shall be adequately muffled and enclosed within temporary sheds. Portable sound blankets or existing building facades should be used as necessary to reduce noise generated by construction and demolition activities at hospital receptors and nearby residential uses. Such blankets can provide up to a 10- dBA noise reduction. ▪ As part of Kaiser's operational plan to be implemented during all construction phases, there shall be close coordination between construction staff, hospital staff, and medical office building (MOB) tenants. Hospital and medical office staffs shall be made aware of the construction schedule and activities. ▪ During all construction phases, locations of staging areas, truck routes, and loading areas shall consider exposure to on-site hospital patient receptors, utilizing existing building facades to provide maximum shielding for these receptors. **Mitigation Measure 4.5-2: Implement appropriate noise attenuation measures in**		hospital building. (DSEIR, pp. 3-28 thru 3-29)

Table A. Impact Statements, Mitigation Measures and Findings

Environmental Impact	Level of Significance Prior to Mitigation	Mitigation Measure(s)	Level of Significance After Mitigation	Findings of Fact
		proposed hospital facilities and medical buildings. Proposed hospital facilities and medical office buildings shall be designed with appropriate noise attenuation measures (increased insulation, fixed windows, mechanical ventilation) to ensure that interior noise levels do not exceed 45 dBA (CNEL) for hospital facilities and 45 dBA (Leq) for medical office buildings under future noise conditions, considering future traffic increases and proposed hospital operations (including the Central Utility Plant expansion).		
3.2.19 Tribal Cultural Resources				
The Project could cause a substantial adverse change in the significance of a tribal cultural resource listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k). The Project could cause a substantial adverse change in the significance of a tribal	PS	**Mitigation Measure TCR-1: Post-Review Discovery Procedures** If subsurface deposits believed to be cultural or human in origin, or tribal cultural resources, are discovered during construction, all work shall halt within a 100-foot radius of the discovery, and the Construction Manager shall immediately notify the City of Roseville Development Services Director by phone. The Construction Manager shall also immediately contact a qualified professional archaeologist, meeting the Secretary of the Interior's Professional Qualification Standards for archaeology and subject to approval by the City, to evaluate the significance of the find and develop appropriate management recommendations.	LTS	**Finding:** Compliance with Mitigation Measure TCR-1, which has been required or incorporated into the Project, will reduce this impact to a less-than-significant level by ensuring proper procedures are followed during construction in the event a tribal cultural resource (TCR) is unearthed during construction. The Planning Commission hereby directs that this mitigation measure be adopted. The Planning Commission, therefore,

Table A. Impact Statements, Mitigation Measures and Findings

Environmental Impact	Level of Significance Prior to Mitigation	Mitigation Measure(s)	Level of Significance After Mitigation	Findings of Fact
cultural resource that is significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1.		All management recommendations shall be provided to the City in writing for the City's review and approval. If recommended by the qualified professional and approved by the City, this may include modification of the no-work radius. The professional archaeologist must make a determination, based on professional judgement and supported by substantial evidence, within one business day of being notified, as to whether or not the find represents a cultural resource or has the potential to be a tribal cultural resource. The subsequent actions will be determined by the type of discovery, as described below. These include: 1) a work pause that, upon further investigation, is not actually a discovery and the work pause was simply needed in order to allow for closer examination of soil (a "false alarm"); 2) a work pause and subsequent action for discoveries that are clearly not related to tribal resources, such as can and bottle dumps, artifacts of European origin, and remnants of built environment features; and 3) a work pause and subsequent action for discoveries that are likely related to tribal resources, such as midden soil, bedrock mortars, groundstone, or other similar expressions. Whenever there is question as to whether or not the discovery represents a tribal resource, culturally affiliated tribes shall be		finds that changes or alterations have been required in, or incorporated into, the Project that avoid the potentially significant environmental effect as identified in the SEIR and that the resulting impacts are less than significant. **Explanation/Facts in Support of Finding:** Construction of the Project would require earth disturbing activities that could unearth a TCR. Significant impacts associated with the potential for the Project to unearth TCRs would be reduced to a less-than-significant level by establishing specific protocols and management procedures in the event TCRs, including Native American remains, are unearthed. (DSEIR, pp. 3-38 thru 3-39)

Table A. Impact Statements, Mitigation Measures and Findings

Environmental Impact	Level of Significance Prior to Mitigation	Mitigation Measure(s)	Level of Significance After Mitigation	Findings of Fact
		consulted in making the determination. Whenever a tribal monitor is present, the monitor shall be consulted. The following processes shall apply, depending on the nature of the find, subject to the review and approval of the City: ▪ Response to False Alarms: If the professional archaeologist determines that the find is negative for any cultural indicators, then work may resume immediately upon notice to proceed from the City's representative. No further notifications or tribal consultation is necessary because the discovery is not a cultural resource of any kind. The professional archaeologist shall provide written documentation of this finding to the City. ▪ Response to Non-Tribal Discoveries: If a tribal monitor is not present at the time of discovery and a professional archaeologist determines that the find represents a non-tribal cultural resource from any time period or cultural affiliation, the City shall be notified immediately, to consult on a finding of eligibility and implementation of appropriate treatment measures, if the find is determined to be a Historical Resource under CEQA, as defined in Section 15064.5(a) of the CEQA		

Table A. Impact Statements, Mitigation Measures and Findings

Environmental Impact	Level of Significance Prior to Mitigation	Mitigation Measure(s)	Level of Significance After Mitigation	Findings of Fact
		Guidelines. The professional archaeologist shall provide a photograph of the find and a written description to the City of Roseville. The City of Roseville will notify the tribe(s) who, in writing, requested notice of unanticipated discovery of non-tribal resources. Notice shall include the photograph and description of the find, and a tribal representative shall have the opportunity to determine whether or not the find represents a tribal cultural resource. If a response is not received within 24 hours of notification (none of which time period may fall on weekends or City holidays), the City will deem this portion of the measure completed in good faith as long as the notification was made and documented. If requested by a tribe(s), the City may extend this timeframe, which shall be documented in writing (electronic communication may be used to satisfy this measure). If a notified tribe responds within 24 hours to indicate that the find represents a tribal cultural resource, then the Response to Tribal Discoveries portion of this measure applies. If the tribe does not respond or concurs that the discovery is non-tribal, work shall not resume within the no-work radius until the City, through consultation as appropriate, determines that the site either: 1) is not a Historical Resource		

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Environmental Impact	Level of Significance Prior to Mitigation	Mitigation Measure(s)	Level of Significance After Mitigation	Findings of Fact
		under CEQA, as defined in Section 15064.5(a) of the CEQA Guidelines; or 2) that the treatment measures have been completed to its satisfaction. ▪ Response to Tribal Discoveries: If the find represents a tribal or potentially tribal cultural resource that does not include human remains, the tribe(s) and City shall be notified. The City will consult with the tribe(s) on a finding of eligibility and implement appropriate treatment measures, if the find is determined to be either a Historical Resource under CEQA, as defined in Section 15064.5(a) of the CEQA Guidelines, or a Tribal Cultural Resource, as defined in Section 21074 of the Public Resources Code. Preservation in place is the preferred treatment, if feasible. Work shall not resume within the no-work radius until the City, through consultation as appropriate, determines that the site either: 1) is not a Historical Resource under CEQA, as defined in Section 15064.5(a) of the CEQA Guidelines; or 2) not a Tribal Cultural Resource, as defined in Section 21074 of the Public Resources Code; or 3) that the treatment measures have been completed to its satisfaction. ▪ Response to Human Remains: If the find includes human remains, or remains that		

Table A. Impact Statements, Mitigation Measures and Findings

Environmental Impact	Level of Significance Prior to Mitigation	Mitigation Measure(s)	Level of Significance After Mitigation	Findings of Fact
		are potentially human, the construction supervisor or on-site archaeologist shall ensure reasonable protection measures are taken to protect the discovery from disturbance (AB 2641) and shall notify the City and Placer County Coroner (per § 7050.5 of the Health and Safety Code). The provisions of § 7050.5 of the California Health and Safety Code, § 5097.98 of the California Public Resources Code, and Assembly Bill 2641 shall be implemented. If the Coroner determines the remains are Native American and not the result of a crime scene, the Coroner will notify the Native American Heritage Commission (NAHC), which then will designate a Native American Most Likely Descendant (MLD) for the project (§ 5097.98 of the Public Resources Code). The designated MLD will have 48 hours from the time access to the property is granted to make recommendations concerning treatment of the remains. Public Resources Code § 5097.94 provides structure for mediation through the NAHC if necessary. If the landowner does not agree with the recommendations of the MLD, the NAHC can mediate (§ 5097.94 of the Public Resources Code). If no agreement is reached, the landowner must rebury the remains in a respectful manner where they will not be further		

Table A. Impact Statements, Mitigation Measures and Findings

Environmental Impact	Level of Significance Prior to Mitigation	Mitigation Measure(s)	Level of Significance After Mitigation	Findings of Fact
		disturbed (§ 5097.98 of the Public Resources Code). This will also include either recording the site with the NAHC or the appropriate Information Center; using an open space or conservation zoning designation or easement; or recording a reinternment document with the county in which the property is located (AB 2641). Work shall not resume within the no-work radius until the City, through consultation as appropriate, determines that the treatment measures have been completed to its satisfaction.		

Notes:
PS = potentially significant; LTS = less than significant, SU = significant and unavoidable

CITY OF ROSEVILLE CALIFORNIA

DEVELOPMENT SERVICES DEPARTMENT-PLANNING DIVISION
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KAISER PERMANENTE ROSEVILLE MEDICAL CENTER INPATIENT BED TOWER PROJECT MITIGATION MONITORING AND REPORTING PROGRAM

Project Title/File Number: Kaiser Permanente Roseville Medical Center Inpatient Bed Tower Project – File #PL22-0038

Project Location: 1600 Eureka Road (APN 048-012-001); City of Roseville, Placer County, California.

Project Description: Kaiser Permanente proposes to increase the size and capacity of the previously approved 2004 Kaiser Roseville Medical Center Expansion Project (2004 Expansion Project) on the existing Kaiser Permanente Roseville Medical Center Campus. The 2004 Expansion Project included, among other components, construction and operation of a new five-story, 155,000 square-foot Surgery and Intensive Care Unit Facility located along the north elevation of the existing main hospital building, a three-level, approximately 400-space parking garage located in the northeast corner of the Campus, and a helicopter landing pad; however, these elements of the previously approved project were never constructed. The proposed Project revises the 2004 Expansion Project to allow for an approximately 278,000 square foot, six-story Inpatient Tower building on the site of the prior approved Surgery and Intensive Care Unit Facility, expansion of the Emergency Department (part of the Main Hospital Building) to add 36 new treatment bays (change of use with no additional square footage); a new four-level parking garage with rooftop parking to accommodate approximately 800 stalls located on the site of the prior approved parking garage; relocation of the northwest corner loop road; a new main hospital entrance and drop off area; a new generator yard; and internal upgrades to the existing CUP.

Project Applicant: Kaiser Foundation Hospitals

Property Owner: Kaiser Foundation Hospitals

Lead Agency Contact Person: Kinarik Shallow, Associate Planner, 916.746.1309

Section 15097 of the California Environmental Quality Act (CEQA) Guidelines requires that, whenever a public agency approves a project based on a Mitigated Negative Declaration (MND) or an Environmental Impact Report (EIR), the public agency shall establish a mitigation monitoring and reporting program (MMRP) to ensure that all adopted mitigation measures are implemented. This MMRP is required for the Project as significant adverse impacts have been identified, and mitigation measures have subsequently been identified to mitigate those impacts.

Monitoring Process: As the CEQA lead agency, the City will coordinate review, monitor, and document the implementation of all mitigation measures. Existing monitoring mechanisms are in place that assist the City in meeting the intent of CEQA and eliminate the need to develop new monitoring processes for each mitigation measure. These mechanisms include grading plan review and approval, improvement/building plan review and approval and on-site inspections by City Departments. Given that these monitoring processes are requirements of the Project, they are not included in the MMRP. Therefore, only those mitigation measures that are unique to this Project are listed in the following monitoring table below. The table indicates the required mitigation, the responsible party for monitoring, when the monitoring is to occur, and when the monitoring has been completed.

Kaiser Permanente Roseville Medical Center Inpatient Bed Tower Project MMRP

Impact	Mitigation Measures[1,2]	Monitoring/ Implementation	Verification Timing	Party Responsible for Implementation	Party Responsible for Verification
4.2 Air Quality					
Impact 4.2-2: The proposed Project could result in a cumulatively considerable increase of any criteria pollutant for which the Project region is in non-attainment.	**Mitigation Measure 4.2-2(a):** Prepare a Construction Emission/Dust Control Plan A. Thirty days prior to the start of construction, the Placer County Air Pollution Control District (PCAPCD) requires, at a minimum, preparation of a Construction Emission/Dust Control Plan (CEDCP) and submittal of the CEDCP to the PCAPCD for review and approval. The CEDCP shall identify mitigation measures to reduce the level of construction-related emissions <u>below the PCAPCD threshold of 82 pounds per day</u> in accordance with the standards of the PCAPCD. ~~Mitigation measures could include some or all of the following to reduce emissions to less-than-significant levels (below~~	30 days prior to any construction activities the Project applicant's contractor shall prepare a CEDCP for review and approval by PCAPCD, along with an inventory of construction equipment to be updated and submitted monthly to the PCAPCD. The Project contractor shall also prepare a plan demonstrating how heavy-duty (> 50 horsepower) off-road construction vehicles will achieve a Project-wide fleet-average 20% NO_x reduction and 45% particulate reduction compared to the most recent CARB fleet average. The plan shall be submitted to the PCAPCD for their review and approval. During construction all personnel shall comply with the other requirements listed.	Prior to issuance of grading permit	Project applicant	City Development Svcs/PCAPCD

Kaiser Permanente Roseville Medical Center Inpatient Bed Tower Project MMRP

Impact	Mitigation Measures[1,2]	Monitoring/ Implementation	Verification Timing	Party Responsible for Implementation	Party Responsible for Verification
	~~the PCAPCD threshold of 82 pounds per day):~~ Construction equipment exhaust emissions shall not exceed District Rule 202 Visible Emission limitations. B. The prime contractor shall submit to the District a comprehensive inventory (i.e., make, model, year, emission rating) of all the heavy-duty off-road equipment (50 horsepower or greater) that will be used an aggregate of 40 or more hours for the construction Project. The inventory shall be updated and submitted monthly throughout the duration of the Project, except that an inventory shall not be required for any 30-day period in which no construction activity occurs. At least 48 hours prior to the use of subject heavy-duty offroad equipment, the Project representative shall provide the District				

Kaiser Permanente Roseville Medical Center Inpatient Bed Tower Project MMRP

Impact	Mitigation Measures[1,2]	Monitoring/ Implementation	Verification Timing	Party Responsible for Implementation	Party Responsible for Verification
	with the anticipated construction timeline including start date, and name and phone number of the Project manager and on-site foreman. C. ~~An enforcement plan shall be established to evaluate project related on- and off-road heavy-duty vehicle engine emission opacities weekly, using standards as defined in California Code of Regulations, Title 13, Sections 2180-2194. An Environmental Coordinator, CARB-certified to perform Visible Emissions Evaluations (VEE), shall routinely evaluate project related off-road and heavy-duty on-road equipment emissions for compliance with this requirement. Operators of vehicles and equipment found to exceed opacity limits will be notified and the equipment must be~~				

Kaiser Permanente Roseville Medical Center Inpatient Bed Tower Project MMRP

Impact	Mitigation Measures[1,2]	Monitoring/ Implementation	Verification Timing	Party Responsible for Implementation	Party Responsible for Verification
	~~repaired within 72 hours.~~ An Independent Environmental Coordinator or Placer County Air Pollution Control District staff, CARB-certified to perform Visible Emissions Evaluations (VEE), shall routinely evaluate Project-related off-road and heavy-duty on-road equipment emissions during construction for compliance with engine emission opacities, using standards as defined in the California Code of Regulations, Title 13, Sections 2180-2194. Operators of vehicles and equipment found to exceed opacity limits shall be notified and the equipment must be removed from service and repaired prior to being placed back in service. Equipment owners and operators found to be operating equipment that is out of				

Kaiser Permanente Roseville Medical Center Inpatient Bed Tower Project MMRP

Impact	Mitigation Measures[1,2]	Monitoring/ Implementation	Verification Timing	Party Responsible for Implementation	Party Responsible for Verification
	compliance shall be subject to a notice of violation and monetary fines. D. The Project shall provide a plan for approval by the PCAPCD demonstrating that the heavy-duty (> 50 horsepower) off-road vehicles to be used in the construction Project, including owned, leased and subcontractor vehicles, will achieve a Project-wide fleet-average 20 percent NO_x reduction and 45 percent particulate reduction compared to the most recent CARB fleet average. Acceptable options for reducing emissions may include use of late model engines, low-emission diesel products, alternative fuels, engine retrofit technology, after-treatment products,				

Kaiser Permanente Roseville Medical Center Inpatient Bed Tower Project MMRP

Impact	Mitigation Measures[1,2]	Monitoring/ Implementation	Verification Timing	Party Responsible for Implementation	Party Responsible for Verification
	and/or other options as they become available. E. There shall be no open burning of removed vegetation during infrastructure improvements. Vegetative material should be chipped or delivered to waste-to-energy facilities. F. Minimize idling time to 10 minutes. G. Earth-moving construction equipment shall be cleaned with water once per day. H. Soil binders shall be spread on unpaved roads and employee/equipment parking areas. I. Approved chemical soil stabilizers shall be applied according to manufacturer's specifications to all inactive construction areas (i.e., previously graded areas which remain inactive for 96 hours).				

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Impact	Mitigation Measures[1,2]	Monitoring/ Implementation	Verification Timing	Party Responsible for Implementation	Party Responsible for Verification
	J. Use existing line power sources located on the site or clean fuel generators rather than temporary power generators, except during the first four weeks of construction of the first structure, when temporary generators may be used if line power sources are not feasible. K. All grading operations shall be suspended when wind speeds (as instantaneous gusts) exceed 25 miles per hour (as measured by an on-site anemometer) and dust is impacting adjacent properties. L. All truck and equipment wheels shall be washed prior to leaving the site. M. An operational water truck shall be on site at all times. Apply water to control dust at least twice daily (morning and evening), and as needed				

Kaiser Permanente Roseville Medical Center Inpatient Bed Tower Project MMRP

Impact	Mitigation Measures[1,2]	Monitoring/ Implementation	Verification Timing	Party Responsible for Implementation	Party Responsible for Verification
	to prevent dust impacts off site. N. Streets shall be washed or wet-broomed if silt is carried over to adjacent public thoroughfares. O. Traffic speeds on all unpaved surfaces shall be 15 miles per hour or less. In addition to the above measures, the Project applicant shall consider any of the following measures to further reduce construction-related exhaust emissions: P. Employ construction activity management techniques, such as extending the construction period outside the ozone season of May through October; reducing the number of pieces used simultaneously; increasing the distance between emission sources; reducing or changing the hours of construction; and				

Kaiser Permanente Roseville Medical Center Inpatient Bed Tower Project MMRP

Impact	Mitigation Measures[1,2]	Monitoring/ Implementation	Verification Timing	Party Responsible for Implementation	Party Responsible for Verification
	scheduling activity during off-peak hours. Q. Construction contracts shall include language that prohibits the use of pre-1996 off-road heavy-duty construction equipment on declared Spare the Air Days and prohibits the use of all heavy-duty diesel equipment on days forecast to exceed the federal one-house standard. R. Use low-sulfur fuel for stationary construction equipment. S. The applicant shall include a provision in contract language that earth-moving contractors shall not operate pre-1996 heavy-duty diesel equipment on forecast Spare the Air Days. T. Use low-emission stationary equipment on site. U. Provide a flag person to guide traffic properly				

Kaiser Permanente Roseville Medical Center Inpatient Bed Tower Project MMRP

Impact	Mitigation Measures[1,2]	Monitoring/ Implementation	Verification Timing	Party Responsible for Implementation	Party Responsible for Verification
	and ensure safety at construction sites. V. Schedule operations affecting traffic for off-peak hours. W. Develop a traffic plan to minimize traffic flow interference from construction activities. The plan may include advance public notice of routing, use of public transportation, and satellite parking areas with a shuttle service. X. Minimize obstruction of through-traffic lanes. Y. Develop trip reduction plan to achieve 1.5 AVR (average vehicle ridership) for construction employees In addition to the above PCAPCD measures, the following dust control measures would be required under the grading permit by the Roseville Grading Ordinance:				

Kaiser Permanente Roseville Medical Center Inpatient Bed Tower Project MMRP

Impact	Mitigation Measures[1,2]	Monitoring/ Implementation	Verification Timing	Party Responsible for Implementation	Party Responsible for Verification
	AA. Cover all haul trucks or maintain at least two feet of freeboard. BB. Sweep all paved access roads, parking areas, or staging areas on a daily basis at construction sites, particularly where silt has carried over to adjacent public thoroughfares. CC. Cover, watering twice daily, or apply (non-toxic) soil binders to any exposed stockpiles (dirt, sand, etc.), particularly over weekends if stockpiles are located in proximity to the existing hospital. DD. If landscaping is not planted immediately in areas where construction has been completed, hydroseed undeveloped areas. Appropriate application of such materials (appropriate seed mixture used in hydroseeding) shall be				

Kaiser Permanente Roseville Medical Center Inpatient Bed Tower Project MMRP

Impact	Mitigation Measures[1,2]	Monitoring/ Implementation	Verification Timing	Party Responsible for Implementation	Party Responsible for Verification
	reviewed and approved by a qualified biologist. Power outlet for every two dock doors. Diesel trucks shall be prohibited from idling more than five minutes and must be required to connect to the 110/208 volt power to run any auxiliary equipment. Signage shall be provided.				
	4.2-2(b) Contribute Air Quality Fees to offset long-term operational ozone precursor emissions. The landowner shall contribute ~~fifty-six thousand dollars ($56,000)~~ $48,2~~7~~980 per ton of NOx emissions to the City to offset long-term operational NOx emissions (the "Air Quality Fee"). ~~The City and PCAPCD shall enter into an agreement for the collection and disbursement of the Air Quality fee for off-site air quality mitigation.~~ The Air Quality Fee is to be used for projects, programs and services that result in	Project application shall pay applicable air quality fees. Flat roofs to be made of materials that reduce energy demand. Provide power outlets at any loading docks and prohibit idling of diesel trucks.	Building permits	Project applicant	PCAPCD/City Development Svcs

Kaiser Permanente Roseville Medical Center Inpatient Bed Tower Project MMRP

Impact	Mitigation Measures[1,2]	Monitoring/ Implementation	Verification Timing	Party Responsible for Implementation	Party Responsible for Verification
	reduced emission sources that directly benefit City residents. Such projects, programs and services may include, but are not limited to, ~~replacing non EPA certified wood stoves,~~ transit vehicle conversions, ~~and~~ retrofitting vehicles with cleaner burning fuels, and funding for public transit services, programs or operations that would support the regional transportation network and provide greater access between health care facilities in the City of Roseville and the Sacramento region. **4.2-2(c)** All flat roofs shall be made of material(s) that reduce energy demand. **4.2-2(d)** Provide power outlet at loading docks and prohibit diesel truck idling for more than five minutes. All truck loading and unloading docks shall be equipped with one 110/208 volt power outlet for every				

Kaiser Permanente Roseville Medical Center Inpatient Bed Tower Project MMRP

Impact	Mitigation Measures[1,2]	Monitoring/ Implementation	Verification Timing	Party Responsible for Implementation	Party Responsible for Verification
	two dock doors. Diesel trucks shall be prohibited from idling more than five minutes and must be required to connect to the 110/208 volt power to run any auxiliary equipment. Signage shall be provided.				
Impact 4.2-4: The proposed Project could result in a cumulative impact related to air quality.	Implement Mitigation Measures 4.2-2(a) through 4.2-2(d)				
Chapter 3, Initial Study					
Cultural Resources					
The proposed Project could cause a substantial adverse change in the significance of a historical resource pursuant to §15064.5. The proposed Project could cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5. The proposed Project could disturb any human remains, including those interred outside of formal cemeteries. The proposed Project could cause a substantial adverse change in the significance of a tribal cultural	**Mitigation Measure CUL-1** In the event of discovery of buried paleontological, archaeological or historic deposits, project activities in the vicinity of the find shall be temporarily halted and a qualified archaeologist consulted to assess the resource and provide proper management recommendations. Possible management recommendations for important resources could include resource avoidance or data recovery	All work shall be temporarily stopped in the event any paleontological, archaeological or historic resources are unearthed and a qualified archeologist assesses the find to determine if a management plan is required. If any human remains are unearthed, the County Coroner shall be contacted and be in touch with the Native American Heritage Commission.	During site clearing, grading and earth disturbing activities	Contractor/City	City Development Svcs

Kaiser Permanente Roseville Medical Center Inpatient Bed Tower Project MMRP

Impact	Mitigation Measures[1,2]	Monitoring/ Implementation	Verification Timing	Party Responsible for Implementation	Party Responsible for Verification
resource listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k).	excavations. If human remains are found, the Placer County Coroner's Office shall be contacted immediately. The coroner shall contact the Native American Heritage Commission, which shall notify the appropriate descendant.				
Geology and Soils					
The project could result in substantial soil erosion or the loss of topsoil. The project could be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse. The project could be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property.	**Mitigation Measure GEO-1** The project sponsor has agreed to abide by the recommendations of the Geotechnical and Geohazards Reports prepared for the proposed Project, which addresses the following: ▪ General Earthwork and Grading ▪ Earthwork Shrinkage and Subsidence ▪ Removals and Over excavation ▪ Rippability and Rock Disposal ▪ Subdrains ▪ Fill and Cut Slopes	Compliance with the requirements set forth in the Geotechnical and Geohazards reports.	During construction	Contractor	City Development Svcs

Kaiser Permanente Roseville Medical Center Inpatient Bed Tower Project MMRP

Impact	Mitigation Measures[1,2]	Monitoring/ Implementation	Verification Timing	Party Responsible for Implementation	Party Responsible for Verification
	▪ Faulting ▪ Seismic Design Parameters ▪ Liquefaction and Secondary Earthquake Hazards ▪ Foundations ▪ Rock Anchors ▪ Foundation Setbacks from Slopes ▪ Slabs on Grade ▪ Miscellaneous Concrete Flatwork ▪ Footing Excavation and Slab Preparations ▪ Lateral Load Resistance ▪ Drainage and Moisture Proofing ▪ Cement Type and Corrosion Potential ▪ Temporary Slopes ▪ Utility Trench Backfill ▪ Pavement Sections Observation and Testing				
The proposed Project could directly or indirectly destroy a unique paleontological resource or site or unique geologic feature.	Implement Mitigation Measure CUL-1.				

Kaiser Permanente Roseville Medical Center Inpatient Bed Tower Project MMRP

Impact	Mitigation Measures[1,2]	Monitoring/ Implementation	Verification Timing	Party Responsible for Implementation	Party Responsible for Verification
Hydrology and Water Quality					
The proposed Project could substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which could: i) result in substantial erosion or siltation on- or off-site. ii) substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or offsite. iii) create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff. iv) Impede or redirect flood flows.	**Mitigation Measure 4.6-2** Coordination with Placer County Flood Control and Water Conservation District and appropriation of drainage fees to support implementation of the Dry Creek Watershed Flood Control Plan.	Payment of appropriate fees to the City for payment to the Flood Control District for funding flood control projects and services identified in the Dry Creek Watershed Flood Control Plan.	Prior to grading permit	Contractor or Project applicant	Placer County Flood Control and Water Conservation District/City
	Mitigation Measure 4.6-3 Coordination with City of Roseville Public Works Department and payment of appropriate drainage fees to support improvement of the culvert under Huntington Drive.	Payment of City drainage fees	Prior to grading permit	Contractor or Project applicant	City of Roseville Public Works Department
Noise					
The proposed Project could cause the generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of	**Mitigation Measure 4.5-1:** Implement noise controls on Medical Center campus.	Comply with City's Municipal Code for days/hours when construction is allowed; ensure all construction equipment is muffled and in good working	During construction	Contractor	City Development Svcs

Kaiser Permanente Roseville Medical Center Inpatient Bed Tower Project MMRP

Impact	Mitigation Measures[1,2]	Monitoring/ Implementation	Verification Timing	Party Responsible for Implementation	Party Responsible for Verification
standards established in the local general plan or noise ordinance, or applicable standards of other agencies. The proposed Project could cause the generation of excessive ground borne vibration or ground borne noise levels.	A. Kaiser shall use best efforts to avoid construction outside daytime hours established by Municipal Code. All construction equipment will be required to be fitted with factory-installed muffling devices, and all construction equipment shall be maintained in good working order. Such equipped and maintained equipment shall generate noise levels no greater than 75 dBA (Leq) at 50 feet, except for pavers or pneumatic tools, which can generate up to 80 dBA (Leq) at 50 feet (see Table 4.5-2, with controls). B. The applicant's contractor, as part of Kaiser's operational plan, shall use best efforts to minimize disturbance to hospital patients within the existing hospital. The following measures shall	order; minimize disturbance to on-site hospital patients; use electric-powered impact tools or use exhaust mufflers on any pneumatic tools;; place generators and other stationary construction equipment away from the existing medical building on the campus to the extent possible; keep hospital and medical office staff informed of the construction schedule and activities.			

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Impact	Mitigation Measures[1,2]	Monitoring/ Implementation	Verification Timing	Party Responsible for Implementation	Party Responsible for Verification
	be implemented where construction occurs within 100 feet of hospital receptors (200 feet for impact equipment) to the extent necessary to help maintain acceptable interior noise levels for patients in the hospital: C. Equipment used for project construction shall be hydraulically- or electrically-powered impact tools (e.g., jackhammers, pavement breakers, and rock drills) wherever possible to avoid noise associated with compressed air exhaust from pneumatically-powered tools. However, where use of pneumatically powered tools is unavoidable, an exhaust muffler on the compressed air exhaust shall be used; this muffler should lower noise levels from the exhaust by up to about 10 dBA. External jackets				

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Impact	Mitigation Measures[1,2]	Monitoring/ Implementation	Verification Timing	Party Responsible for Implementation	Party Responsible for Verification
	on the tools themselves shall be used where feasible, and this should achieve a reduction of 5 dBA. Quieter procedures such as drilling rather than impact equipment shall be used whenever feasible. D. Stationary noise sources shall be located as far from hospital receptors as possible. If they must be located near hospital receptors, they shall be adequately muffled and enclosed within temporary sheds. Portable sound blankets or existing building facades should be used as necessary to reduce noise generated by construction and demolition activities at hospital receptors and nearby residential uses. Such blankets can provide up to a 10- dBA noise reduction. E. As part of Kaiser's operational plan to be				

Kaiser Permanente Roseville Medical Center Inpatient Bed Tower Project MMRP

Impact	Mitigation Measures[1,2]	Monitoring/ Implementation	Verification Timing	Party Responsible for Implementation	Party Responsible for Verification
	implemented during all construction phases, there shall be close coordination between construction staff, hospital staff, and medical office building (MOB) tenants. Hospital and medical office staffs shall be made aware of the construction schedule and activities. F. During all construction phases, locations of staging areas, truck routes, and loading areas shall consider exposure to on-site hospital patient receptors, utilizing existing building facades to provide maximum shielding for these receptors.				
	Mitigation Measure 4.5-2: Implement appropriate noise attenuation measures in proposed hospital facilities and medical buildings. Proposed hospital facilities and medical office buildings	The new hospital tower shall include noise attenuation features to ensure interior noise levels do not exceed 45 dBA.	Building permit	Contractor	City Development Svcs

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Impact	Mitigation Measures[1,2]	Monitoring/ Implementation	Verification Timing	Party Responsible for Implementation	Party Responsible for Verification
	shall be designed with appropriate noise attenuation measures (increased insulation, fixed windows, mechanical ventilation) to ensure that interior noise levels do not exceed 45 dBA (CNEL) for hospital facilities and 45 dBA (Leq) for medical office buildings under future noise conditions, considering future traffic increases and proposed hospital operations (including the Central Utility Plant expansion).				
Tribal Cultural Resources					
The Project could cause a substantial adverse change in the significance of a tribal cultural resource listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k). The Project could cause a substantial adverse change in the significance of a tribal cultural resource that is significant	**Mitigation Measure TCR-1:** Post-Review Discovery Procedures If subsurface deposits believed to be cultural or human in origin, or tribal cultural resources are discovered during construction, all work shall halt within a 100-foot radius of the discovery, and the Construction Manager shall immediately notify the City of	All work shall stop within a 100-foot radius if any cultural, human or tribal cultural resource (TCR) is unearthed. The City shall be contacted immediately, along with a qualified archeologist to evaluate the find and develop management recommendations, if any. If human remains are unearthed, the City and Placer County Coroner shall be	During construction	Contractor	City Development Svcs

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Impact	Mitigation Measures[1,2]	Monitoring/ Implementation	Verification Timing	Party Responsible for Implementation	Party Responsible for Verification
pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1.	Roseville Development Services Director by phone. The Construction Manager shall also immediately contact a qualified professional archaeologist, meeting the Secretary of the Interior's Professional Qualification Standards for archaeology and subject to approval by the City, to evaluate the significance of the find and develop appropriate management recommendations. All management recommendations shall be provided to the City in writing for the City's review and approval. If recommended by the qualified professional and approved by the City, this may include modification of the no-work radius. The professional archaeologist must make a determination, based on professional judgement and supported by substantial evidence, within one business day of being	contacted. If management is required, the City shall review and approve the proposed management plan.			

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Impact	Mitigation Measures[1,2]	Monitoring/ Implementation	Verification Timing	Party Responsible for Implementation	Party Responsible for Verification
	notified, as to whether or not the find represents a cultural resource or has the potential to be a tribal cultural resource. The subsequent actions will be determined by the type of discovery, as described below. These include: 1) a work pause that, upon further investigation, is not actually a discovery and the work pause was simply needed in order to allow for closer examination of soil (a "false alarm"); 2) a work pause and subsequent action for discoveries that are clearly not related to tribal resources, such as can and bottle dumps, artifacts of European origin, and remnants of built environment features; and 3) a work pause and subsequent action for discoveries that are likely related to tribal resources, such as midden soil, bedrock mortars, groundstone, or other similar expressions.				

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Impact	Mitigation Measures[1,2]	Monitoring/ Implementation	Verification Timing	Party Responsible for Implementation	Party Responsible for Verification
	Whenever there is question as to whether or not the discovery represents a tribal resource, culturally affiliated tribes shall be consulted in making the determination. Whenever a tribal monitor is present, the monitor shall be consulted. The following processes shall apply, depending on the nature of the find, subject to the review and approval of the City: ▪ Response to False Alarms: If the professional archaeologist determines that the find is negative for any cultural indicators, then work may resume immediately upon notice to proceed from the City's representative. No further notifications or tribal consultation is necessary because the discovery is not a cultural resource of any kind. The professional archaeologist shall				

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Impact	Mitigation Measures[1,2]	Monitoring/ Implementation	Verification Timing	Party Responsible for Implementation	Party Responsible for Verification
	provide written documentation of this finding to the City. ▪ Response to Non-Tribal Discoveries: If a tribal monitor is not present at the time of discovery and a professional archaeologist determines that the find represents a non-tribal cultural resource from any time period or cultural affiliation, the City shall be notified immediately, to consult on a finding of eligibility and implementation of appropriate treatment measures, if the find is determined to be a Historical Resource under CEQA, as defined in Section 15064.5(a) of the CEQA Guidelines. The professional archaeologist shall provide a photograph of the find and a written description to the City of Roseville. The City of Roseville will notify the tribe(s) who, in writing,				

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Impact	Mitigation Measures[1,2]	Monitoring/ Implementation	Verification Timing	Party Responsible for Implementation	Party Responsible for Verification
	requested notice of unanticipated discovery of non-tribal resources. Notice shall include the photograph and description of the find, and a tribal representative shall have the opportunity to determine whether or not the find represents a tribal cultural resource. If a response is not received within 24 hours of notification (none of which time period may fall on weekends or City holidays), the City will deem this portion of the measure completed in good faith as long as the notification was made and documented. If requested by a tribe(s), the City may extend this timeframe, which shall be documented in writing (electronic communication may be used to satisfy this measure). If a notified tribe responds within 24 hours to indicate that				

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Impact	Mitigation Measures[1,2]	Monitoring/ Implementation	Verification Timing	Party Responsible for Implementation	Party Responsible for Verification
	the find represents a tribal cultural resource, then the Response to Tribal Discoveries portion of this measure applies. If the tribe does not respond or concurs that the discovery is non-tribal, work shall not resume within the no-work radius until the City, through consultation as appropriate, determines that the site either: 1) is not a Historical Resource under CEQA, as defined in Section 15064.5(a) of the CEQA Guidelines; or 2) that the treatment measures have been completed to its satisfaction. ▪ Response to Tribal Discoveries: If the find represents a tribal or potentially tribal cultural resource that does not include human remains, the tribe(s) and City shall be notified. The City will consult with the tribe(s) on a finding of eligibility				

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Impact	Mitigation Measures[1,2]	Monitoring/ Implementation	Verification Timing	Party Responsible for Implementation	Party Responsible for Verification
	and implement appropriate treatment measures, if the find is determined to be either a Historical Resource under CEQA, as defined in Section 15064.5(a) of the CEQA Guidelines, or a Tribal Cultural Resource, as defined in Section 21074 of the Public Resources Code. Preservation in place is the preferred treatment, if feasible. Work shall not resume within the no-work radius until the City, through consultation as appropriate, determines that the site either: 1) is not a Historical Resource under CEQA, as defined in Section 15064.5(a) of the CEQA Guidelines; or 2) not a Tribal Cultural Resource, as defined in Section 21074 of the Public Resources Code; or 3) that the treatment measures have been				

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Impact	Mitigation Measures[1,2]	Monitoring/ Implementation	Verification Timing	Party Responsible for Implementation	Party Responsible for Verification
	completed to its satisfaction. ▪ Response to Human Remains: If the find includes human remains, or remains that are potentially human, the construction supervisor or on-site archaeologist shall ensure reasonable protection measures are taken to protect the discovery from disturbance (AB 2641) and shall notify the City and Placer County Coroner (per § 7050.5 of the Health and Safety Code). The provisions of § 7050.5 of the California Health and Safety Code, § 5097.98 of the California Public Resources Code, and Assembly Bill 2641 shall be implemented. If the Coroner determines the remains are Native American and not the result of a crime scene, the Coroner will notify the Native American				

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Impact	Mitigation Measures[1,2]	Monitoring/ Implementation	Verification Timing	Party Responsible for Implementation	Party Responsible for Verification
	Heritage Commission (NAHC), which then will designate a Native American Most Likely Descendant (MLD) for the project (§ 5097.98 of the Public Resources Code). The designated MLD will have 48 hours from the time access to the property is granted to make recommendations concerning treatment of the remains. Public Resources Code § 5097.94 provides structure for mediation through the NAHC if necessary. If the landowner does not agree with the recommendations of the MLD, the NAHC can mediate (§ 5097.94 of the Public Resources Code). If no agreement is reached, the landowner must rebury the remains in a respectful manner where they will not be further disturbed (§				

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	5097.98 of the Public Resources Code). This will also include either recording the site with the NAHC or the appropriate Information Center; using an open space or conservation zoning designation or easement; or recording a reinternment document with the county in which the property is located (AB 2641). Work shall not resume within the no-work radius until the City, through consultation as appropriate, determines that the treatment measures have been completed to its satisfaction.				
Biological Resources					
Per the Migratory Bird Treaty Act and the Fish and Game Code	**Preconstruction Nesting Bird Surveys.** If construction or tree removal is proposed during the breeding season (February 1 through August 30), a preconstruction nesting bird survey shall be conducted at the project site (including a 250-foot buffer for raptors) by a qualified biologist 14 days	If construction or tree removal occurs between Feb 1 through Aug 30, a preconstruction nesting bird survey shall be conducted by a biologist 14 days before any site clearing occurs. If any nesting birds are identified within 250 feet of disturbance areas, the biologist shall flag the appropriate buffer and shall make the final determination	14 days prior to any site clearing	Contractor	City Development Svcs

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Impact	Mitigation Measures[1,2]	Monitoring/ Implementation	Verification Timing	Party Responsible for Implementation	Party Responsible for Verification
	prior to the beginning of construction activities, in order to identify any active nests in the vicinity of the project area. If no active nests are found during the preconstruction survey, no further actions are required. If any active nests are found within 250 feet of disturbance areas, a temporary buffer shall be determined and flagged by the qualified biologist based on the location of the nest and planned construction activity in the vicinity of the nest. These nests shall be avoided until the chicks have fledged and the nests are no longer active, as determined by the qualified biologist.	as to when construction in the area can resume, after any birds have fledged and the nests are no longer active.			

Notes:

1 **Note:** Some Mitigation Measures from the 2004 Expansion Project EIR have been modified to reflect current requirements and are shown in the table as strike out and underline text.

2 Mitigation measures not named or numbered in the 2004 IS are identified with an abbreviation of the topic it addresses and its chronological order of introduction within the analysis. All numbered mitigation measures are from the 2004 Expansion Project EIR.

RESOLUTION NO. 22-425

AMENDING THE NORTHEAST ROSEVILLE SPECIFIC PLAN

WHEREAS, a proposal has been submitted to amend the text of the Medical Campus Component in the Northeast Roseville Specific Plan to modify the minimum setback requirements for the Kaiser Permanente Roseville Medical Center, as shown in Exhibit A, attached and incorporated herein by reference; and

WHEREAS, on November 10, 2022, the Planning Commission held a public hearing on the proposed amendment to the Northeast Roseville Specific Plan and unanimously recommended that the City Council approve the proposed Specific Plan Amendment; and

WHEREAS, on November 10, 2022, the Planning Commission certified the Kaiser Permanente Roseville Medical Center Inpatient Bed Tower Project Final Supplemental Environmental Impact Report (SEIR) (SCH #2022020590), adopted the Findings of Fact/Statement of Overriding Considerations, and adopted the Mitigation Monitoring and Reporting Program;

WHEREAS, the Specific Plan Amendment as proposed and revised is consistent with the adopted City of Roseville General Plan; and

WHEREAS, on December 7, 2022, the City Council held a public hearing at which time the proposed amendment was considered; and

WHEREAS, on December 7, 2022, the City Council considered and reaffirmed the Kaiser Permanente Roseville Medical Center Inpatient Bed Tower Project Final SEIR (certified by the Planning Commission on November 10, 2022); and

WHEREAS, the Council of the City of Roseville has reviewed the findings of the Planning Commission recommending approval of the Specific Plan Amendment, and makes the following findings:

The Specific Plan Amendment is consistent with the objectives, policies, general land uses and programs specified in the City of Roseville General Plan and the Northeast Roseville Specific Plan;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Roseville that the proposed changes to the Northeast Roseville Specific Plan are adopted as set forth in the attached Exhibit A.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____

City Clerk

IMPLEMENTATION:

i. All development within the Medical Campus land use designation shall be subject to the City of Roseville design review process and all other applicable City permit requirements. The project proponent shall work with the City of Roseville and the California Department of Health Care Access and Information (HCAI) to ensure that all City required conditions are implemented.

ii. The following design standard shall apply:

Setback:

a. From the ultimate back of curb of any adjacent existing or planned public roadway:

- A minimum of 50 feet for buildings of two stories and less in height, and any parking, paved or enclosed areas. This setback requirement shall also apply to the four-level parking garage with rooftop parking located at the northeast corner of Eureka Road and Lead Hill Boulevard on the Kaiser Roseville Medical Campus site.
- A minimum of 100 feet for that portion of any building three stories or more in height.
- Ancillary right-turn lanes, bus turn-outs, and standard tapers are included into the required setback.

b. For the Roseville Community Hospital (EXHIBIT A) from the property line of any adjacent open space area:

- Adjacent to the Unnamed Tributary Ravine to the South: A minimum of 25 feet for buildings of two stories or less in height, and any parking, paved or enclosed areas.
- Adjacent or enclosed areas (excepting pedestrian or bike trails).
- A minimum of 75 feet for that portion of any building three stories or more in height.

c. For Roseville Community Hospital (EXHIBIT A) from any remaining interior property line:

- A minimum of *25* feet for any buildings, parking, paved or enclosed areas.

Lot Coverage - Shall be calculated as the square footage of the building footprint, exclusive of overhangs and balconies, and shall not exceed 35% of the gross square footage of the parcel upon which the building is being constructed.

ORDINANCE NO.

ADOPTING A FIRST AMENDMENT OF THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND KAISER FOUNDATION HOSPITALS AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. In accordance with Chapter 19.84 of Title 19 of the Roseville Municipal Code (the Zoning Ordinance) of the City of Roseville, the City Council has received the recommendation of the Planning Commission that the City of Roseville enter into a First Amendment of the Development Agreement by and between the City of Roseville and Kaiser Foundation Hospitals, pertaining to property located within the Northeast Roseville Specific Plan area.

SECTION 2. Prior to considering the proposed First Amendment to Development Agreement, the City Council considered and reaffirmed the Kaiser Permanente Roseville Medical Center Inpatient Bed Tower Project Final Supplemental Environmental Impact Report (SEIR) (SCH #2022020590, certified by the Planning Commission on November 10, 2022) and the associated Findings of Fact/Statement of Overriding Considerations and the Mitigation Monitoring and Reporting Program, pursuant to the California Environmental Quality Act, California Public Resources Code Section 21000 *et seq.*

SECTION 3. The Council of the City of Roseville has reviewed the findings of the Planning Commission recommending approval of the First Amendment to Development Agreement, and makes the following findings:

1. The First Amendment to the Development Agreement is consistent with the objectives, policies, programs and land use designations of the City of Roseville General Plan and the Northeast Roseville Specific Plan;

2. The First Amendment to the Development Agreement is consistent with the City of Roseville Zoning Ordinance;

3. The First Amendment to the Development Agreement is in conformance with the public health, safety and welfare;

4. The First Amendment to the Development Agreement will not adversely affect the orderly development of the property or the preservation of property values; and

5. The provisions of the First Amendment to the Development Agreement will provide sufficient benefit to the City to justify entering into said Amendment.

SECTION 4. The First Amendment to Development Agreement, by and between the City of Roseville and Kaiser Foundation Hospitals, a copy of which is on file in the City Clerk's Department and incorporated herein by reference, is hereby approved and the City Manager is authorized to execute it on behalf of the City of Roseville.

SECTION 5. The City Clerk is directed to record the executed Development Agreement Amendment within ten (10) days of the execution of the agreement by the City Manager with the County Recorder's Office of the County of Placer.

SECTION 6. This ordinance shall be effective at the expiration of thirty (30) days from the date of its adoption.

SECTION 7. The City Clerk is hereby directed to cause this ordinance to be published in full at least once within fourteen (14) days after it is adopted in a newspaper of general circulation in the City, or shall within fourteen (14) days after its adoption cause this ordinance to be posted in full in at least three (3) public places in the City and enter in the Ordinance Book a certificate stating the time and place of said publication by posting.

PASSED AND ADOPTED by the Council of the City of Roseville this ___ day of _____ 2022, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

OFFICIAL BUSINESS
Document entitled to free recording
Government Code Section 27383

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

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

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

FIRST AMENDMENT OF DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND KAISER FOUNDATION HOSPITALS

This First Amendment of Development Agreement is entered into this ____ day of _____, 2022, by and between the CITY OF ROSEVILLE, a municipal corporation ("City") and KAISER FOUNDATION HOSPITALS, a California non-profit benefit corporation ("Landowner") pursuant to Sections 65864 through 65869.5 of the Government Code of California.

RECITALS

A. Landowner and City entered into a Development Agreement (the "Development Agreement"), which the City Council of City approved on or about May 5, 2004, and recorded on or about July 8, 2004, in the Official Records of Placer County as Document No. 2004-0089092. Except as otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed thereto in the Development Agreement.

B. Landowner and City entered into the Development Agreement relative to development of the "Kaiser Permanente Roseville Medical Center Expansion Project" ("2004 Expansion Project") located at 1600 Eureka Road and within a portion of the Northeast Roseville Specific Plan Area as defined in Exhibit "A-1" and depicted in Exhibit "A-2" of the Development Agreement (the "Property").

C. The City Council approved land use entitlements for the 2004 Expansion Project on or around April 21, 2004. The 2004 Expansion Project included construction and operation of a 705,360 square-foot expansion to the existing Kaiser Permanente Medical Center ("Medical Center") located on the Property, which included a five-story, 155,000 gross-square-foot Surgery and Intensive Care Unit Facility located along the north elevation of the existing main hospital building and a three-level approximately 400-space parking garage located in the northeast corner of the Property. To date, neither the Surgery and Intensive Care Unit Facility nor the three-story parking garage have been constructed, although those sites have been developed with surface parking.

D. On or about February 9, 2022, Landowner applied to City for development approvals for the Roseville Medical Center Inpatient Bed Tower Project ("Tower Project"), to be located on a portion of the existing 52-acre Property. The Tower Project increases the size and capacity of the 2004 Expansion Project and includes an approximately 278,000 square-foot, six-story, 138-bed Inpatient Tower building on the site of the prior approved Intensive Care Unit Facility; a relocation of the northwest corner loop road; a new four-level

garage with rooftop parking to accommodate approximately 800 stalls located in the northeast corner of the campus, on the site of the prior approved parking garage; a new main hospital entrance and drop off area; expansion of the existing Emergency Department to add 36 new treatment bays; a new generator yard and internal upgrades to the existing Central Utility Plant ("CUP"). The Tower Project will be constructed on portions of the Property currently occupied by surface parking lots.

E. Landowner and City entered into this First Amendment to the Development Agreement (the "First Amendment") relative to the development of the Tower Project, with the intent for this First Amendment to incorporate the Tower Project's increased use intensity and vested entitlements. This First Amendment affects certain portions of the Property (the "First Amendment Property"), the location of which more precisely depicted in Exhibit "C" of this First Amendment attached hereto. This First Amendment was approved by the City Council of City on _____, and recorded on _____, in the Official Records of Placer County as Document No. _____.

F. City has taken several actions to review and plan for development of the Tower Project. These include, without limitation, the following:

1. Supplemental Environmental Impact Report ("SEIR").

    a. The environmental impacts of the Tower Project, including the Tower Project Entitlements, have properly been reviewed and assessed by City pursuant to the California Environmental Quality Act, Public Resources Code Section 21000 et seq.; California Code of Regulations Title 14, Section 15000 et seq. (the "CEQA Guidelines"); and City's local guidelines promulgated thereunder (collectively, "CEQA"). On ____, pursuant to CEQA and in accordance with the recommendation of the Planning Commission, the City Council certified the Tower Project SEIR ("Tower Project SEIR") (State Clearinghouse Number 2022020590). As required by CEQA, the City adopted written findings and approved a Mitigation Monitoring and Reporting Program ("MMRP") concurrent with its consideration of the Tower Project Entitlements.

2. Planning Commission and City Council Approvals.

    a. Major Project Permits, Stages 1-3, as approved by the Planning Commission on _____, 2022.

    b. An amendment to the Northeast Roseville Specific Plan, as adopted by Resolution No. _____, to modify the minimum setback requirements for the new five-level parking garage located at the northeast corner of Eureka Road and Lead Hill Boulevard on the Kaiser Roseville Medical Campus site.

    c. This First Amendment, as adopted by Ordinance No. _____.

    d. The Tower Project SEIR Findings and MMRP.

The approvals and permits described in this Recital F(2) are collectively referred to as the "Tower Project Entitlements."

G. This First Amendment is authorized by Section 1.4 of the Development Agreement and shall run with the land.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. Incorporation of Tower Project Entitlements. The Tower Project Entitlements described in Recital F above are hereby incorporated into and made a part of the "Entitlements" described and defined in Recital 5 of the Development Agreement.

2. Amendment of Development Agreement. The following sections and exhibits of the Development Agreement are hereby amended as follows:

a. REVISED SECTION 2.1. Section 2.1 is revised in its entirety to read as follows:

"Section 2.1 Permitted Uses. The permitted uses of the Property, the density and intensity of use, the maximum height and size of proposed building, provisions for reservation or dedication of land for public purposes, and location of public improvements, and other terms and conditions of development applicable to the Property shall be those set forth in the Entitlements and the Development Agreement, as amended."

b. REVISED SECTION 2.2. The first sentence of the first paragraph of Section 2.2 (Vested Entitlements) is revised in its entirety to read as follows:

"Subject to the provisions and conditions of the Development Agreement, as amended, City agrees that City is granting, and grants herewith, a fully vested entitlement and right to develop the Property in accordance with the terms and conditions of the Development Agreement, as amended, and the Entitlements."

c. REVISED SECTION 3.11. Section 3.11 is revised in its entirety to read as follows:

"Section 3.11. EIR Mitigation Measures. Notwithstanding any other provision in this Agreement to the contrary, as and when Landowner elects to develop the Property, Landowner shall be bound by, and shall perform, all mitigation measures contained in the Project EIR and the Tower Project SEIR related to such development which are adopted by the City and are identified in such environmental documentation as being the responsibility of the Landowner."

d. REVISED SECTION 4.7. Section 4.7 is revised in its entirety to read as follows:

"Section 4.7. Environmental Mitigation. The parties understand that the Project EIR and Tower Project SEIR were intended to be used in connection with necessary Entitlements. CEQA and the CEQA Guidelines, particularly Sections 15153, 15162, 15163, and 15164 of the CEQA Guidelines, allow the City to use the NERSP EIR, the Project EIR, and the Tower Project SEIR (collectively, "EIRs") to satisfy the environmental review requirements of CEQA for subsequent projects. City shall use the EIRs, including all related Findings, in connection with the processing of any Subsequent Approvals to the full extent allowed by CEQA and the CEQA Guidelines."

3. Exhibits. The following exhibit is attached hereto and incorporated herein by reference:

Exhibit "C" Tower Project Site Plan

4. CONSISTENCY WITH GENERAL PLAN. The City Council has found and determined that this First Amendment of the Development Agreement is consistent with the General Plan and the Northeast Roseville Specific Plan.

5. AMENDMENT LIMITED TO FIRST AMENDMENT PROPERTY. This First Amendment is limited to and applies only to development of the First Amendment Property and does not affect or apply in any manner with respect to the development of any other property within the Northeast Roseville Specific Plan Area, including without limitation, any other portion of the Property.

6. AMENDMENT. This First Amendment amends, but does not replace or supersede, the Development Agreement, except as specified herein. As amended hereby with respect to the First Amendment Property, the Development Agreement remains in full force and effect.

7. FORM OF AMENDMENT. This First Amendment is executed in two duplicate originals, each of which is deemed to be an original.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this First Amendment in duplicate by its City Manager and attested to by its City Clerk under the authority of Ordinance No. _____, adopted by the Council of the City of Roseville on the ____ day of _____, 2022.

CITY OF ROSEVILLE,
a municipal corporation

By:_____
Dominick Casey
City Manager

ATTEST:

By:_____
Carman Avalos
City Clerk

APPROVED AS TO FORM;

By:_____
Michelle Sheidenberger
City Attorney

APPROVED AS TO SUBSTANCE:

By:_____
Mike Isom
Development Services Director

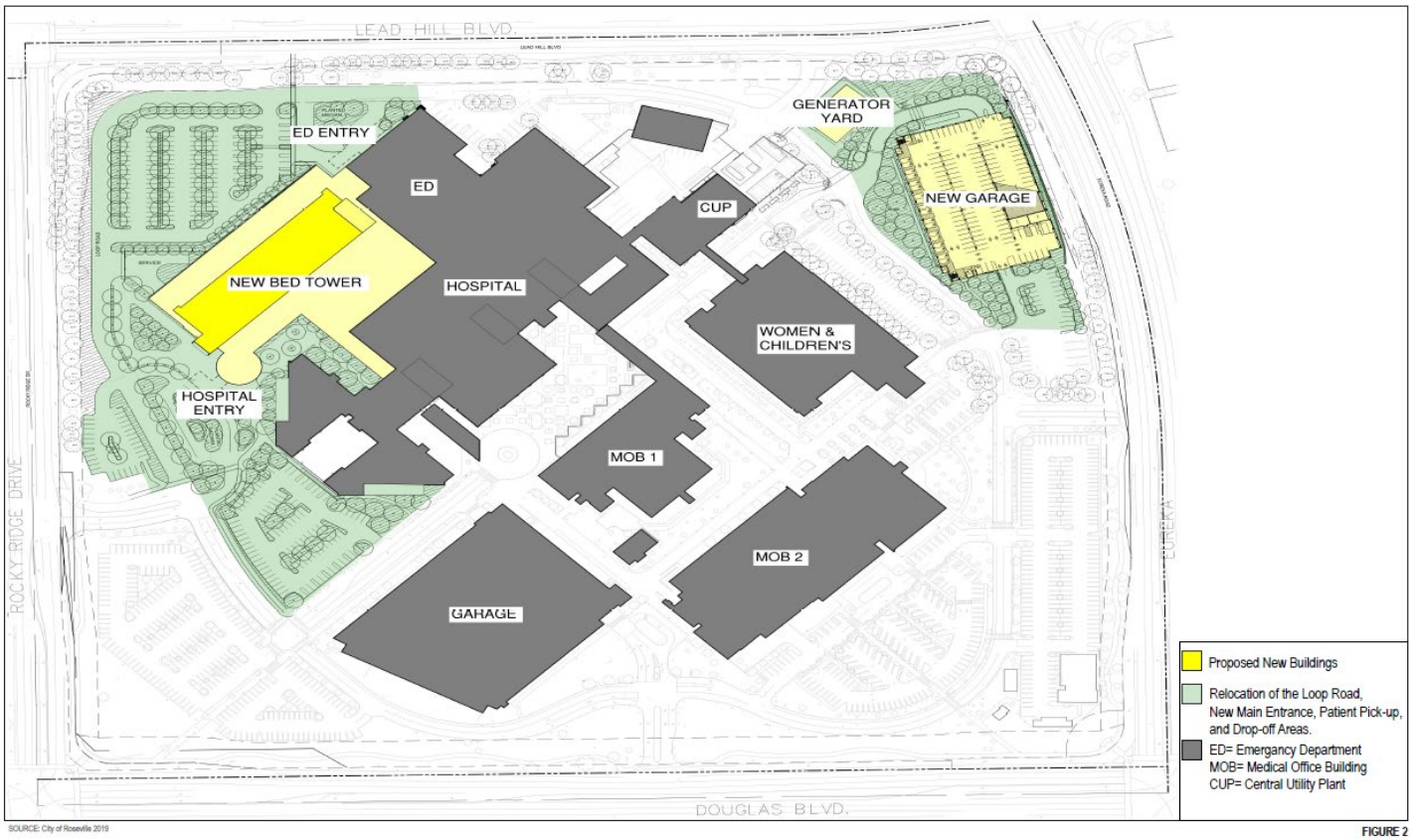
KAISER FOUNDATION HOSPITALS,
a California non-profit benefit corporation

By:_____
Name:_____
Its:_____

By:_____
Name:_____
Its:_____

Exhibit C

Tower Project Site Plan



SOURCE: City of Roseville 2019

DUDEK

FIGURE 2
Site Plan
Kaiser Roseville Medical Center Expansion Project

COUNCIL COMMUNICATION

CC #: 2423
File #: 0206-03-01

Title:	Formation of Parkside at Sierra Vista Community Facilities District No. 1 (Public Facilities)
Contact:	Jeannine Thrash 916-774-5473 jthrash@roseville.ca.us Dennis Kauffman 916-774-5313 dkauffman@roseville.ca.us

Meeting Date: 12/7/2022
Item #: 8.3.

RECOMMENDATION TO COUNCIL

Staff recommends that City Council adopt the following resolutions and ordinance:

- A Resolution Calling Special Election of the City Council of the City of Roseville Regarding Parkside at Sierra Vista Community Facilities District No. 1 (Public Facilities)

- A Resolution Declaring Results of Special Election and Directing Recording of Notice of Special Tax Lien Regarding Parkside at Sierra Vista Community Facilities District No. 1 (Public Facilities)

- A Resolution of Formation of the City Council of the City of Roseville to form Parkside at Sierra Vista Community Facilities District No. 1 (Public Facilities)

- A Resolution determining necessity to incur bonded indebtedness of the City Council of City of Roseville for Parkside at Sierra Vista Community Facilities District No. 1 (Public Facilities)

- An Ordinance of the City Council of the City of Roseville Levying Special Taxes within City of Roseville Parkside at Sierra Vista Community Facilities District No. 1 (Public Facilities)

BACKGROUND

The objective of establishing a Community Facilities District is to create a land-secured funding mechanism to fund construction of authorized facilities of the CFD.

A developer, FD-24 LLC, has requested to form a Community Facilities District within the Sierra Vista Specific Plan in order to finance the acquisition and construction of certain public facilities and development fees, as detailed in the list of authorized facilities. The Project is approximately 11 acres and will develop 135 medium density residential for-rent units. Bonds will not be issued until after a change in ownership of any parcel within the district, from FD-24 LLC, or any affiliate

of FD-24 LLC, to a third party. At that time, the bond documents will be submitted to Council for approval.

On October 19, 2022, City Council adopted Resolution 22-400, of its Intention to Form a Community Facilities District and Levy a Special Tax in Parkside at Sierra Vista Community Facilities District No. 1 (Public Facilities), and set December 7, 2022 at 6:00 p.m., as a time and place to conduct a public hearing.

FISCAL IMPACT

The formation of the district will not impact the City's General Fund.

ENVIRONMENTAL REVIEW

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

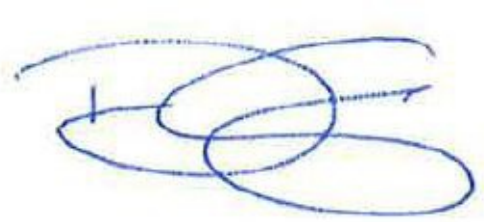
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Jeannine Thrash, Management Analyst

Dennis Kauffman, Assistant City Manager/Chief Financial Officer



_____
Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 22-433

Resolution 22-434

Resolution 22-435

Resolution 22-436

Ordinance 6573

Public Hearing Report

Public Hearing Notice

CITY COUNCIL OF THE CITY OF ROSEVILLE

RESOLUTION NO. 22-433

A RESOLUTION CALLING SPECIAL ELECTION OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE REGARDING PARKSIDE AT SIERRA VISTA COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES)

WHEREAS, the City Council (the "City Council") of the City of Roseville (the "City") has adopted a resolution entitled "A Resolution of Formation of the City Council of the City of Roseville to Form City of Roseville Parkside at Sierra Vista Community Facilities District No. 1 (Public Facilities)" (the "Resolution of Formation"), ordering the formation of the "City of Roseville Parkside at Sierra Vista Community Facilities District No. 1 (Public Facilities)" (the "CFD"), authorizing the levy of a special tax on property within the CFD and preliminarily establishing an appropriations limit for the CFD, all pursuant to the Mello-Roos Community Facilities Act of 1982, Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing with Section 53311, of the California Government Code (the "Act"); and

WHEREAS, this City Council has also adopted a resolution entitled "A Resolution Determining Necessity to Incur Bonded Indebtedness of the City Council of the City of Roseville for Parkside at Sierra Vista Community Facilities District No. 1 (Public Facilities)" (the "Resolution Determining Necessity"), determining the necessity to incur bonded indebtedness in the maximum aggregate principal amount of $15,000,000 upon the security of the special tax to be levied within the CFD pursuant to the Act; and

WHEREAS, pursuant to the provisions of the Resolution of Formation and the Resolution Determining Necessity, the propositions of the levy of the special tax, the establishment of the appropriations limit and the incurring of the bonded indebtedness shall be submitted to the qualified electors of the CFD as required by the provisions of the Act;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ROSEVILLE RESOLVES AS FOLLOWS:

1. **Issues Submitted**. Pursuant to Sections 53326, 53351 and 53325.7 of the Act, the issues of the levy of the special tax, the incurring of bonded indebtedness and the establishment of the appropriations limit shall be submitted to the qualified electors (as defined below) of the CFD at an election called therefor as provided below.

2. **Qualified Electors**. This City Council hereby finds that fewer than 12 persons have been registered to vote within the territory of the CFD for each of the 90 days preceding the close of the public hearings heretofore conducted and concluded by this Council for the purposes of these proceedings. Accordingly, and pursuant to Section 53326 of the Act, this City Council finds that, for these proceedings, the qualified electors are the landowners within the CFD and that the vote shall be by such landowners or their authorized representatives, each having one vote for each acre or portion thereof such landowner owns in the CFD as of the close of the public hearings.

3. **Conduct of Election**. This City Council hereby calls a special election to consider the measures described in section 1 above, which election shall be held on December 7, 2022, and the results thereof canvassed at the meeting of this City Council on December 7, 2022. The

City Clerk is hereby designated as the official to conduct the election and to receive all ballots until 6:00 p.m. on the election date. It is hereby acknowledged that the City Clerk has on file the Resolution of Formation, a certified map of the boundaries of the CFD, and a sufficient description to allow the City Clerk to determine the electors of the CFD. Pursuant to Section 53327 of the Act, the election shall be conducted by messenger or mail-delivered ballot pursuant to Section 4000 of the California Elections Code. This City Council hereby finds that paragraphs (a), (b), and (c) (1) of Section 4000 and Section 4108 are applicable to this special election, except that Sections 53326 and 53327 of the Act shall govern for purposes of determining the date of the election.

4. **Ballot**. As authorized by Section 53353.5 of the Act, the three propositions described in section 1 above shall be combined into a single ballot measure, the form of which is attached hereto as Exhibit "A" and by this reference incorporated herein and the form of ballot is hereby approved. The City Clerk is hereby authorized and directed to cause a ballot, in substantially the form of Exhibit "A," to be delivered to each of the qualified electors of the CFD. Each ballot shall indicate the number of votes to be voted by the respective landowner to which the ballot pertains. Each ballot shall be accompanied by all supplies and written instructions necessary for the use and return of the ballot. The envelope to be used to return the ballot was enclosed with the ballot, had the return postage prepaid, and contained the following: (a) the name and address of the landowner, (b) a declaration, under penalty of perjury, stating that the voter is the owner of record or authorized representative of the landowner entitled to vote and is the person whose name appears on the envelope, (c) the printed name, signature and address of the voter, (d) the date of signing and place of execution of the declaration pursuant to clause (b) above, and (e) a notice that the envelope contains an official ballot and is to be opened only by the election official.

5. **Waivers**. This Council hereby further finds that the provisions of Section 53326 of the Act requiring a minimum of 90 days following the adoption of the Resolution of Formation to elapse before the special election are for the protection of the qualified electors of the CFD. There is on file with the City Clerk a written waiver executed by all of the qualified electors of the CFD allowing for a shortening of the time for the special election to expedite the process of formation of the CFD and waiving any requirement for notice, analysis and arguments in connection with the election. Accordingly, this Council finds and determines that the qualified electors have been fully apprised of and have agreed to the shortened time for the election and waiver of analysis and arguments, and have thereby been fully protected in these proceedings. This Council also finds and determines that the City Clerk has concurred in the shortened time for the election. Analysis and arguments with respect to the ballot measures are hereby waived, as provided in Section 53327 of the Act.

6. **Accountability**. The City Council hereby finds that the proposed debt issuance constitutes a "local bond measure" within the meaning of Sections 53410, et seq. of the California Government Code. As a result, the bond measure shall include the propositions set forth above and the following: (a) the specific purpose of the bonds shall be as set forth in the propositions; (b) any proceeds received from the sale of any bonds shall be applied only to the purposes set forth in the propositions; (c) the proceeds of any bonds shall be deposited into special accounts to be created therefor as part of the issuance of the bonds; and (d) the City shall cause a report to be prepared annually under Section 53411 of the Government Code.

7. **Effective Date**. This Resolution shall take effect upon its adoption.

*** * * * * ***

The foregoing Resolution was adopted by the City Council of the City of Roseville on the _____day of_____, 2022, on the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

_____
Mayor

ATTEST:

_____
City Clerk

EXHIBIT A

CITY OF ROSEVILLE
PARKSIDE AT SIERRA VISTA COMMUNITY FACILITIES DISTRICT NO. 1
(PUBLIC FACILITIES)

OFFICIAL BALLOT MEASURE
SPECIAL TAX ELECTION

BALLOT MEASURE: **Shall the measure** pursuant to which (i) the City of Roseville shall incur an indebtedness and issue bonds in the maximum aggregate principal amount of not to exceed $15,000,000 with interest at a rate or rates not to exceed the maximum interest rate permitted by law at the time of sale of such bonds on behalf of the City of Roseville Parkside at Sierra Vista Community Facilities District No. 1 (Public Facilities) (the "CFD"), the proceeds of which bonds will be used to acquire and/or construct certain facilities and pay for the costs of issuing the bonds and related expenses; (ii) a special tax payable solely from lands within the CFD shall be levied annually, commencing in the City's fiscal year 2023-24, upon lands within the CFD to pay for the principal and interest upon such bonds, to pay the costs of the City in administering the CFD, and to pay for the costs of acquiring and/or constructing certain facilities; and (iii) the annual appropriations limit of the CFD shall be established in the amount of $1,700,000 **be adopted**?	**YES:**____ **NO:**_____

CITY COUNCIL OF THE CITY OF ROSEVILLE

RESOLUTION NO. 22-434

A RESOLUTION DECLARING RESULTS OF SPECIAL ELECTION AND DIRECTING RECORDING OF NOTICE OF SPECIAL TAX LIEN REGARDING PARKSIDE AT SIERRA VISTA COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES)

WHEREAS, the City Council (the "City Council") of the City of Roseville (the "City") has adopted a resolution entitled "A Resolution of Formation of the City Council of the City of Roseville to Form City of Roseville Parkside at Sierra Vista Community Facilities District No. 1 (Public Facilities)" (the "Resolution of Formation"), ordering the formation of the "City of Roseville Parkside at Sierra Vista Community Facilities District No. 1 (Public Facilities)" (the "CFD") authorizing the levy of a special tax on property within the CFD and preliminarily establishing an appropriations limit for the CFD, all pursuant to the Mello-Roos Community Facilities Act of 1982, Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing with Section 53311, of the California Government Code (the "Act"); and

WHEREAS, this City Council has also adopted a resolution entitled "A Resolution Determining Necessity to Incur Bonded Indebtedness of the City Council of the City of Roseville for Parkside at Sierra Vista Community Facilities District No. 1 (Public Facilities)" (the "Resolution of Necessity"), determining the necessity to incur bonded indebtedness in the maximum aggregate principal amount of $15,000,000 upon the security of the special tax to be levied within the CFD pursuant to the Act; and

WHEREAS, under the provisions of the Resolution of Formation and the Resolution Necessity and pursuant to "A Resolution Calling Special Election of the City Council of the City of Roseville Regarding Parkside at Sierra Vista Community Facilities District No. 1 (Public Facilities)" (the "Election Resolution") heretofore adopted by this City Council the propositions of the levy of the special tax, the establishment of the appropriations limit and the incurring of the bonded indebtedness were submitted to the qualified electors of the CFD as required by the provisions of the Act; and

WHEREAS, pursuant to the terms of the Election Resolution, which are by this reference incorporated herein, the special election has been held and the City Clerk has on file a Canvass and Statement of Results of Election (the "Canvass"), a copy of which is attached hereto as Exhibit A; and

WHEREAS, this City Council has reviewed the Canvass, finds it appropriate and wishes to complete its proceedings for the CFD.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ROSEVILLE RESOLVES AS FOLLOWS:

1. **Recitals.** The foregoing recitals are all true and correct.

2. **Issues Presented.** The issues presented at the special election were the levy of a special tax within the CFD, the incurring of a bonded indebtedness in the maximum aggregate principal amount of $15,000,000, and the approval of an annual appropriations limit of not to

exceed $15,000,000, all pursuant to the Resolution of Formation and the Resolution of Necessity.

3. **Canvass and Issues Approved.** The Council hereby approves the Canvass and finds that it shall be a permanent part of the record of its proceedings for the CFD. Pursuant to the Canvass, the issues presented at the special election were approved by the qualified electors of the CFD by more than two-thirds (2/3) of the votes cast at the special election.

4. **Proceedings Approved.** Pursuant to the voter approval, the CFD is hereby declared to be fully formed with the authority to levy the special taxes, to incur the approved bonded indebtedness and to have the established appropriations limit, all as heretofore provided in these proceedings and in the Act. It is hereby found that all prior proceedings and actions taken by this City Council with respect to the CFD were valid and in conformity with the Act.

5. **Notice of Tax Lien.** The City Clerk is hereby directed to complete, execute and cause to be recorded in the office of the County Recorder of the County of Placer a notice of special tax lien in the form required by the Act, such recording to occur no later than fifteen (15) days following adoption by the Council of this Resolution.

6. **Effective Date.** This Resolution shall take effect upon its adoption.

*** * * * * * * * * * * ***

The foregoing Resolution was adopted by the City Council of the City of Roseville on the _____day of_____, 2022, on the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

_____
Mayor

ATTEST:

_____
City Clerk

CANVASS AND STATEMENT OF RESULT OF ELECTION

CITY OF ROSEVILLE
PARKSIDE AT SIERRA VISTA COMMUNITY FACILITIES DISTRICT NO. 1
(PUBLIC FACILITIES)

I hereby certify that on December 7, 2022, I canvassed the returns of the election held on December 7, 2022, in the City of Roseville Parkside at Sierra Vista Community Facilities District No. 1 (Public Facilities) and the total number of ballots cast in said election and the total number of votes cast for and against the measure are as follows and the totals as shown for and against the measure are full, true and correct:

	Qualified Landowner Votes	Votes Cast	YES	NO
City of Roseville FD-24 Community Facilities District No. 1 (Public Facilities), Special Tax Election, December 7, 2022				

BALLOT MEASURE: **Shall the measure** pursuant to which (i) the City of Roseville shall incur an indebtedness and issue bonds in the maximum aggregate principal amount of not to exceed $15,000,000 with interest at a rate or rates not to exceed the maximum interest rate permitted by law at the time of sale of such bonds on behalf of the City of Roseville Parkside at Sierra Vista Community Facilities District No. 1 (Public Facilities) (the "CFD"), the proceeds of which bonds will be used to acquire and/or construct certain facilities and pay for the costs of issuing the bonds and related expenses; (ii) a special tax payable solely from lands within the CFD shall be levied annually, commencing in the City's fiscal year 2023-24, upon lands within the CFD to pay for the principal and interest upon such bonds, to pay the costs of the City in administering the CFD, and to pay for the costs of acquiring and/or constructing certain facilities; and (iii) the annual appropriations limit of the CFD shall be established in the amount of $1,700,000 **be adopted**?

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND this_____day of _____, 2022.

By:_____
City Clerk

EXHIBIT A

CITY COUNCIL OF THE CITY OF ROSEVILLE

RESOLUTION NO. 22-435

A RESOLUTION OF FORMATION OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE TO FORM PARKSIDE AT SIERRA VISTA COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES)

WHEREAS, on October 19, 2022, the City Council (the "City Council") of the City of Roseville (the "City") adopted a resolution entitled "A Resolution of Intention of the City Council of the City of Roseville to Form a Community Facilities District and Levy a Special Tax in City of Roseville Parkside at Sierra Vista Community Facilities District No. 1 (Public Facilities) to Finance the Acquisition and Construction of Certain Public Facilities in and for Such Community Facilities District" (the "Resolution of Intention"), stating its intention to form "City of Roseville Parkside at Sierra Vista Community Facilities District No. 1 (Public Facilities)" (the "CFD") pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing with Section 53311, of the California Government Code (the "Act"); and

WHEREAS, the Resolution of Intention, describing a map of the proposed boundaries of the CFD, and stating the facilities to be provided, the cost of providing such facilities, and the rate and method of apportionment of the special tax to be levied within the CFD to pay the principal and interest on bonds proposed to be issued with respect to the CFD, is on file with the City Clerk and the provisions thereof are incorporated herein by this reference as if fully set forth herein; and

WHEREAS, on this date, this City Council held a noticed public hearing as required by the Act and the Resolution of Intention relative to the proposed formation of the CFD; and

WHEREAS, at the hearing all interested persons desiring to be heard on all matters pertaining to the formation of the CFD, the facilities to be provided therein and the levy of said special tax were heard and a full and fair hearing was held; and

WHEREAS, at the hearing evidence was presented to this City Council on said matters before it, including a report prepared by Economic & Planning Systems, Inc. (the "Report") at the request of the Chief Financial Officer of the City, as to the facilities to be provided through the CFD and the costs thereof, a copy of which is on file with the City Clerk, and this City Council at the conclusion of said hearing is fully advised as to its substance; and

WHEREAS, written protests with respect to the proposed formation of the CFD, the furnishing of specified types of facilities and the rate and method of apportionment of the special taxes have not been filed with the City Clerk by 50% or more of the registered voters residing within the territory of the CFD or property owners of one-half or more of the area of land within the CFD and not exempt from the proposed special tax; and

WHEREAS, the special tax proposed to be levied in the CFD to pay for the proposed facilities to be provided therein, as set forth in the Rate and Method of Apportionment attached as Exhibit B hereto, has not been eliminated by protest by 50% or more of the registered voters residing within the territory of the CFD or the owners of one-half or more of the area of land within the CFD and not exempt from the special tax.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ROSEVILLE RESOLVES AS FOLLOWS:

1. **Recitals Correct.** The foregoing recitals are true and correct.

2. **No Majority Protest**. The proposed special tax to be levied within the CFD has not been precluded by majority protest pursuant to section 53324 of the Act.

3. **Prior Proceedings Valid.** All prior proceedings taken by this City Council in connection with the establishment of the CFD, and the levy of the special tax have been duly considered and are hereby found and determined to be valid and in conformity with the Act.

4. **Name of CFD.** The community facilities district designated "City of Roseville Parkside at Sierra Vista Community Facilities District No. 1 (Public Facilities)" is hereby established pursuant to the Act.

5. **Boundaries of CFD.** The boundaries of the CFD, as set forth in the map of the CFD heretofore recorded in the Placer County Recorder's Office on October 21, 2022 in Book 4 at Page 79, as Document No. 2022-0078831 of Maps of Assessment and Community Facilities Districts, are hereby approved, are incorporated herein by reference and shall be the boundaries of the CFD, respectively.

6. **Description of Facilities.** The type of public facilities proposed to be financed by the CFD and pursuant to the Act shall consist of those items listed as facilities in Exhibit A hereto and by this reference incorporated herein (the "Facilities"), which list of facilities has not been amended since the Resolution of Intention. The financing of the costs of Facilities may include, without limitation, the payment of principal of and interest on bonds together with all direct, indirect periodic, and/or other related costs (including, without limitation, costs of administering the CFD, levying, securing and administering the Special Tax and the bonds, and establishing and replenishing reserve funds).

7. **Special Tax.**

a. Except to the extent that funds are otherwise available to the CFD to pay for the Facilities and/or the principal and interest as it becomes due on bonds of the CFD issued to finance the Facilities, a special tax (the "Special Tax") sufficient to pay the costs thereof, secured by the recordation of a continuing lien against all non-exempt real property in the CFD, is intended to be levied annually within the CFD, and collected in the same manner as ordinary *ad valorem* property taxes or in such other manner as may be prescribed by this City Council.

b. The proposed rate and method of apportionment of the Special Tax among the parcels of real property within the CFD, in sufficient detail to allow each landowner within the proposed CFD to estimate the maximum amount such owner will have to pay, is shown in Exhibit B attached hereto and hereby incorporated herein.

c. The Special Tax shall not be levied in the CFD after fiscal year 2082-83, except that a Special Tax that was lawfully levied in or before the final tax year and that remains delinquent may be collected in subsequent years. Under no circumstances shall the Special Tax levied against any parcel in the CFD to be used for private residential

purposes be increased as a consequence of delinquency or default by the owner of any other parcel or parcels within the CFD by more than 10%.

d. As required by Section 53339.3(d) of the Act, the City Council hereby determines that the special tax proposed to pay for public facilities financed with bonds that have already been issued and that are secured by the existing CFD shall be the same as the tax levied in the existing CFD for that purpose, except that a higher special tax may be levied for that purpose within the territory proposed to be annexed or to be annexed in the future to compensate for the interest and principal previously paid by the existing CFD, less any depreciation allocable to the public facility. In so finding, the City Council does not intend to limit its ability to levy a special tax within territory to be annexed or to be annexed in the future to pay for new or additional public facilities, with or without bond financing.

8. **Increased Demands.** It is hereby found and determined that the Facilities are necessary to meet increased demands placed upon local agencies as the result of development occurring in the CFD.

9. **Responsible Official.** The Assistant City Manager/Chief Financial Officer of the City of Roseville, 311 Vernon Street, Roseville, CA 95678, (916) 774-5313, is the officer of the City who will be responsible for preparing annually a current roll of special tax levy obligations by assessor's parcel number and who will be responsible for estimating future special tax levies pursuant to the Act.

10. **Tax Lien.** Upon recordation of a notice of special tax lien pursuant to Section 3114.5 of the Streets and Highways Code of California, a continuing lien to secure each levy of the special tax shall attach to all nonexempt real property in the CFD, including property annexed into the CFD, and this lien shall continue in force and effect until the special tax obligation is prepaid and permanently satisfied and the lien canceled in accordance with law or until collection of the tax by the City ceases.

11. **Appropriations Limit.** In accordance with the Act, the annual appropriations limit, as defined by subdivision (h) of Section 8 of Article XIII B of the California Constitution, of the CFD is hereby preliminarily established at $1,700,000, and said appropriations limit shall be submitted to the voters of the CFD as hereafter provided. The proposition establishing said annual appropriations limit shall become effective if approved by the qualified electors voting thereon and shall be adjusted in accordance with the applicable provisions of the Act.

In connection with the designation as an improvement area of any territory annexing to the CFD, in the event the rate and method of apportionment of special tax for such improvement area and/or the appropriations limit for such improvement area shall be other than as adopted for the CFD, such changes shall be identified and approved in the Unanimous Approval executed by property owners in connection with their annexation to the CFD.

12. **Election.** Pursuant to the provisions of the Act, the proposition of the levy of the special tax and the proposition of the establishment of the appropriations limit specified above shall be submitted to the qualified electors of the CFD at an election. The time, place and conditions of the election shall be as specified by a separate resolution of this City Council.

13. **Effective Date.** This resolution shall take effect upon its adoption.

* * * * * * * * * * *

The foregoing Resolution was adopted by the City Council of the City of Roseville on the _____ day of _____, 2022, on the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

_____
Mayor

ATTEST:

_____
City Clerk

EXHIBIT A

CITY OF ROSEVILLE
PARKSIDE AT SIERRA VISTA COMMUNITY FACILITIES DISTRICT NO. 1
(PUBLIC FACILITIES)

Authorized Facilities

Improvements

Public roadway improvements designed to meet the needs of the project, including those improvements identified in the project Development Agreement (DA) Sections 3.5.17 and 3.5.18, including but not limited to;

- Federico Drive.
- Fiddyment Road.
- Market Street.
- Santucci Boulevard.
- Summerfaire Drive.
- Silver Spruce Drive.
- Sierra Glen Drive.
- Vista Park Drive.
- Vista Grande Boulevard.
- Westbrook Boulevard.

Eligible roadway improvements include the following items: acquisition of land and easements; roadway design; project management; geotechnical engineering, testing and observations, bridge crossings and culverts; clearing, grubbing, and demolition; grading, soil import/export, paving (including slurry seal), and decorative/enhanced pavement concrete or pavers; power pole relocations; joint trenches, underground utilities, and undergrounding of existing utilities; dry utilities and appurtenances; curbs, gutters, sidewalks, bike trails (including on- and off-site), park and ride facilities, bus rapid transit improvements, including transfer stations and regional public transit improvements; retaining walls, sound walls, enhanced fencing, and access ramps; street lights, signalization, and traffic signal control systems; bus turnouts; signs and striping; erosion control; median and parkway landscaping and irrigation; entry monumentation; bus shelters; masonry walls; traffic control and agency fees; and other improvements related thereto. Eligible improvements for the roads listed above also include any and all necessary underground potable and non-potable water, sanitary sewer, and storm drainage system improvements.

Potable and Non-Potable Water System Improvements

Authorized facilities include any and all on- and off-site backbone water facilities designed to meet the needs of development of the project. These facilities include potable and non-potable mains, valves, services, and appurtenances; wells; and water treatment and storage facilities, and related improvements, including but not limited to: site clearing, grading, and paving; curbs and gutters; recycled water storage tanks, booster pump stations, and all appurtenances thereto; wells; water treatment; stand-by generator; site lighting, drainage, sanitary sewer, and water service; landscaping and irrigation; access gates and fencing; striping and signage; and the following:

- Water lines in/associated with authorized facility roads.
- Recycled water lines in/associated with authorized facility roads.
- Well construction or financial contributions thereto on, but not limited to JM-60.
- Water Tank Site Improvements (DA Section 3.8.2).
- Recycled Water Storage Tank Facility
- Reimbursement obligation for the Baseline Road 24" water line (DA Section 3.8.3).
- CFD obligations for RW tank(s) required by DA Section 3.9.

Drainage System Improvements

Authorized facilities include any and all on- and off-site backbone drainage and storm drainage improvements designed to meet the needs of development of the project. These facilities include mains, pipelines and appurtenances, outfalls and water quality measures, temporary drainage facilities, detention/retention basins, and drainage pretreatment facilities; drainage ways/channels, pump stations, landscaping, and irrigation; access roads, gates, and fencing; striping and signage; and the following:

- All storm drain lines and facilities in/associated with authorized facility roadways.
- Retention, detention, hydro-modification, and other drainage facilities.
-

Wastewater System Improvements

Authorized facilities include any and all on- and off-site backbone wastewater facilities designed to meet the needs of development of the project. These facilities include pipelines and all appurtenances thereto; manholes; tie-in to existing main line; force mains; lift stations; odor-control facilities; sewer treatment plant improvements and permitting related thereto; and related sewer system improvements, including but not limited to:

- All wastewater facilities in/associated with authorized facility roadways.

Solid Waste Improvements

Authorized facilities include any and all backbone solid waste improvements designed to meet the needs of development of the project. Eligible improvements also include the project's pro-rata contribution, as described in the project DA, to the Sierra Vista Specific Plan (SVSP) Solid Waste Recycling Center (DA Section 3.26(iii)).

Park, Landscape Corridor and Paseo Improvements

Authorized facilities include any and all improvements to parks, landscape corridors and paseos located in the project, including but not limited to:

- Construction of Park Sites as identified by the Specific Plan.
- Construction of Paseos as identified by the Specific Plan.

Open Space Improvements

Authorized facilities include any and all open space improvements designed to meet the needs of development of the project, including bike trails, bike/pedestrian bridges, storm drain crossings, storm drain detention/retention, wetland mitigation, tree mitigation, on- and off-site

hawk/raptor mitigation, agricultural mitigation or wetland mitigation, property acquisition, endowment payments for open space management, landscaping and irrigation, access gates and fencing, and related open space improvements, including but not limited to:

- Improvements as identified by the Specific Plan.
- Wetland creation mitigation, fencing, etc.
-

Utilities

Authorized facilities include any and all on- and off-site utility improvements designed to meet the needs of development of the project. All utility improvements, easement payments, and land acquisition not located under or alongside transportation improvements are considered authorized facilities. Authorized facilities also shall include costs related to the acquisition of the off-site electric substation site; site clearing; grading; street frontage improvements, including curbs, gutters, and paving; and construction of an all-weather access road to the site from the nearest public street or extension of temporary 12kV overhead lines as described in the project DA, including but not limited to:

- SVSP Electric Substation site acquisition, and improvements required by DA Section 3.11.3.
- Temporary overhead 12kV lines to loop SVSP substation to line in WRSP Phase 3 and 4.

Other Public Facilities

Authorized facilities includes any and all public facilities or infrastructure, including the project's pro-rata contribution to the land acquisition of the off-site fire station site, site clearing, grading, and street frontage improvements including curbs, gutters, and paving, including but not limited to:

- Fire Station site reimbursement obligations in DA Section 3.23.

Development Impact Fees

Authorized facilities include development impact fees paid and not otherwise reimbursed, whether standard City or County fees levied at the time of the issuance of a building permit or required as part of the DA for the property. Fees include, but are not limited to, the South Placer Regional Transportation Authority Tier II Traffic Fee, City of Roseville City Wide Park Fee, City of Roseville Public Facilities Fee, and Public Benefit Fee (as defined in Section 3.14.3 of the DA for the property).

Formation, Administrative, and Incidental Expenses

In addition to the above facilities, other expenses incidental to the above and authorized by the Mello-Roos Community Facilities Act of 1982, including but not limited to: the cost of planning, permitting, and designing the facilities (including the cost of environmental evaluation, orthophotography, environmental remediation/mitigation, and preparation of an overarching Operation and Maintenance Plan for the City of Roseville Open Space Preserves); land acquisition and easement payments for the facilities; project management; construction staking; engineering studies and reports; utility relocation and demolition costs incidental to construction of the facilities, wetland/Species mitigation purchase; reimbursements to other areas for

infrastructure facilities or planning serving development in the CFD; Sierra Vista Specific Plan planning, legal, engineering, technical studies costs related to the facilities and any other expenses incidental to the construction, completion, and inspection of the facilities.

In addition, costs eligible to be financed by the CFD shall include all costs associated with the formation and ongoing administration of the CFD and issuance of bonds; determination of the amount of taxes and collection of taxes; inspection, plan check and other costs related to acceptance of the facilities by the City, payment of taxes; and any other costs incurred to carry out the authorized purposes of the CFD.

EXHIBIT B

City of Roseville
Parkside at Sierra Vista Community Facilities District No. 1
(Public Facilities)
Placer County, California

RATE, METHOD OF APPORTIONMENT, AND MANNER OF COLLECTION OF SPECIAL TAX

1. Basis of Special Tax Levy

A Special Tax authorized under the Mello-Roos Community Facilities Act of 1982 (Act) applicable to the land in the Parkside at Sierra Vista Community Facilities District No. 1 (Public Facilities) (CFD) of the City of Roseville (City) shall be levied and collected according to the tax liability determined by the City through the application of the appropriate amount or rate, as described below.

2. Definitions

"**Acre**" or "**Acreage**" means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable final map or other Development Plan.

"**Act**" means the Mello-Roos Community Facilities Act of 1982, as amended, Sections 53311 and following of the California Government Code.

"**Administrative Expenses**" means the actual or reasonably estimated costs related to the administration of the CFD, including, but not limited to, these:

a. Costs of computing Special Taxes and preparing annual Special Tax collection schedules (whether by the City or any designee thereof or both).

b. Costs of collecting the Special Taxes (whether by the County, the City, or otherwise).

c. Costs of remitting the Special Taxes to the Trustee.

d. Costs of the Trustee (including its legal counsel) in the discharge of the duties required of it under the Bond Indenture.

e. Costs to the City, CFD, or any designee thereof of complying with arbitrage rebate requirements.

f. Costs to the City, CFD, or any designee thereof of complying with City, CFD, or obligated persons disclosure requirements.

g. Costs associated with preparing Special Tax disclosure statements.

h. Costs incurred in responding to public inquiries regarding the Special Taxes.

i. Costs to the City, CFD, or designee thereof related to any appeal of the Special Taxes.

j. Costs associated with the release of funds from an escrow account, if any.

k. Costs to the City for the issuance of Bonds authorized by the CFD that are not recovered through the Bond sale proceeds.

l. Amounts estimated to be advanced or already advanced by the City for any other administrative purposes, including attorney's fees and other costs related to collection of the Special Taxes and commencing and pursuing to completion any foreclosure of delinquent Special Taxes.

"**Administrator**" means a City official in the Finance Department, or their designee responsible for determining or overseeing the levy and collection of the Special Taxes.

"**Affordable Housing Director**" means, at any point in time, the person in the City who serves as head of the department that is in charge of the City's affordable housing program.

"**Affordable Unit**" means a Unit built on a Residential Use Parcel for which an Affordable Unit agreement has been entered into for the property designating the Unit as affordable. A Multifamily Parcel may have only a portion of the Units assigned as Affordable Units. The City Manager, or his or her designee, shall determine which Units are designated as Affordable Units and maintain an Affordable Unit listing, which shall contain all designated buildable parcels by tract and lot number, and in the case of Large Lot Parcels remaining before May 1 of the preceding Fiscal Year, the number of designated Affordable Units for each such Large Lot Parcel; all entries shall indicate the effective date of designation. The Affordable Unit listing also shall be updated to reflect those Units no longer qualifying as Affordable Units, also known as Market-Rate Units. The Affordable Unit listing, which shall contain all qualifying Affordable Units as of April 30, shall be made available to the Administrator by July 1 of each year for purposes of determining the Maximum Annual Special Tax for Parcels pursuant to **Section 4**.

"**Annual Facilities Costs**" means, for any Fiscal Year, the total of these:

a. Debt Service to be paid from Facilities Special Taxes.

b. The amount needed to replenish the reserve fund for the Bonds to the level required under the Bond Indenture, to the extent not included in a computation of Annual Facilities Costs in a previous Fiscal Year.

c. Administrative Expenses for such Fiscal Year.

d. The amount needed to (1) cure any delinquencies in the payment of principal or interest on Bonds, which have occurred in the prior Fiscal Year, to the extent not otherwise included in a computation of Annual Facilities Costs in the current or any previous Fiscal Year, and (2) to fund any foreseeable deficiency of the amount to be available for the payment of principal or interest on Bonds, which are expected to occur in such Fiscal Year, to the extent not included in a computation of Annual Facilities Costs in the current or any previous Fiscal Year.

e. The amount needed to (1) cure any delinquencies in the payment of the Facilities Special Tax in the prior Fiscal Year, to the extent not otherwise included in a computation of Annual Facilities Costs in the current or any previous Fiscal Year, and (2) to fund any foreseeable deficiency in the payment of the Facilities Special Tax for that Fiscal Year which is expected to occur in such Fiscal Year, to the extent not included in a computation of Annual Facilities Costs in the current or any previous Fiscal Year.

f. Authorized Pay-As-You-Go Costs.

g. During the Deferral Bonding Period, the amount needed to pay Development Impact Fee Deferrals not financed by Bonds.

h. *Less* any available earnings on any reserve fund or Facilities Special Tax funds, available capitalized interest or any other available revenues of the CFD or the City that may be used to fund Annual Facilities Costs.

"**Annual Maintenance Costs**" means, for any Fiscal Year, the total of these:

a. Authorized Services costs to be paid from Maintenance Special Taxes.

b. Administrative Expenses for such Fiscal Year.

c. The amount needed to (1) cure any delinquencies in the payment of the Maintenance Special Tax in the prior Fiscal Year, to the extent not otherwise included in a computation of Annual Maintenance Costs in the current or any previous Fiscal Year, and (2) to fund any foreseeable deficiency in the payment of the Maintenance Special Tax for that Fiscal Year which is expected to occur in such Fiscal Year, to the extent not included in a computation of Annual Maintenance Costs in the current or any previous Fiscal Year.

d. Less any available earnings on any reserve fund, Maintenance Special Tax funds or any other available revenues of the CFD or the City that may be used to fund Annual Maintenance Costs.

"**Assessor's Parcel**" means a lot or Parcel with an assigned Assessor's Parcel Number in the maps used by the County Assessor in preparing the tax roll.

"**Assessor's Parcel Map**" means an official map of the County Assessor designating Parcels by Assessor's Parcel Number.

"**Assessor's Parcel Number**" means the Parcel and Parcel Number as assigned by the County Assessor on the equalized tax roll.

"**Assigned Maximum Annual Special Tax**" means the maximum Facilities Special Tax or Maintenance Special Tax assigned to each Large Lot Parcel that is an Original Parcel based on the Expected Land Uses at CFD formation, or at annexation, as shown in **Attachment 1**.

"**Authorized Facilities**" means those facilities and fees to be financed, as identified in the resolution forming the CFD.

"**Authorized Services**" means those services authorized to be funded, as defined in the resolution forming the CFD.

"**Base Year**" means the Fiscal Year beginning July 1, 2023 and ending June 30, 2024.

"**Bond(s)**" means any bond(s) issued by the City for the CFD under the Act and any other debt, as defined in the Act, the City incurs to further the CFD's purposes.

"**Bond Indenture**" means the indenture, resolution, fiscal agent agreement, or other financing document pursuant to which any Bonds are issued.

"**Building Permit**" means a permit issued by the City for the construction of a Residential Use or Nonresidential Use structure.

"**CFD**" means the Parkside at Sierra Vista Community Facilities District No. 1 (Public Facilities) of the City of Roseville, Placer County, California.

"**City**" means the City of Roseville in Placer County, California.

"**Council**" means the City Council of the City acting for the CFD under the Act.

"**County**" means the County of Placer, California.

"**Debt Service**" means the total annual amount of Bond principal, interest, and the scheduled sinking fund payments of the Bonds in a calendar year.

"**Deferral Bonding Period**" means the period after the Initial Bonding Period has ended and during which the City finances the Development Impact Fee Deferral.

"**Developed Parcel**" means, in any Fiscal Year:

a. For Single-Family Parcels: All Parcels for which a Final Small Lot Subdivision Map was recorded before May 1 of the preceding Fiscal Year.

b. For Multifamily Parcels: All Parcels for which a Building Permit for new construction of a Residential Use structure was issued before May 1 of the preceding Fiscal Year.

c. For all Nonresidential Use Parcels: All Parcels for which a Building Permit for new construction of a Nonresidential Use structure was issued before May 1 of the preceding Fiscal Year.

"**Development Agreement**" means the Development Agreement By and Between the City of Roseville and Mourier Investments, LLC, relative to the Sierra Vista Specific Plan dated April 28, 2010.

"**Development Impact Fee Deferral**" means the deferred payment of development impact fees due to the City or the South Placer Regional Transportation Authority (SPRTA) for Developed Parcels, using the approach and amounts identified in the Development Agreement, which may be amended from time to time.

"**Development Plan**" means a condominium plan, apartment plan, site plan, or other development plan that identifies such information as the type of structure, acreage, square footage, or number of Units that are approved to be developed on Single-Family Parcels, Multifamily Parcels, and Nonresidential Parcels.

"**Expected Land Use(s)**" means the total number of Units or Acres of each land use type by Tax Category expected in each Large Lot Parcel and Original Parcel at CFD formation as identified in **Attachment 3** of this RMA.

"**Facilities Special Tax**" means the Special Tax authorized to fund Annual Facilities Cost. Facilities Special Taxes are shown in **Attachments 2** and **3.**

"**Final Use Small Lot Parcel**" means a Parcel designated for development as a single-family residence, which is part of a Final Small Lot Subdivision Map.

"**Final Small Lot Subdivision Map**" means a recorded map designating the final Parcel subdivision for individual Single-Family Parcels.

"**Finance Director**" means the Finance Director for the City, or their designee.

"**First Home Sale Trigger Event**" means a change in ownership of any Parcel with a Building Permit for Residential Uses from the Master Developer to a third party.

"**Fiscal Year**" means the period starting July 1 and ending the following June 30.

"**Full Prepayment**" means the complete fulfillment of a Parcel's Facilities Special Tax obligation, as determined by following the procedures in **Section 8**.

"**High Density Residential**" means, per the Sierra Vista Specific Plan, a land use designation that primarily accommodates attached housing, but depending on the unit type, could also include detached housing, within the density range of 13.0 or greater dwelling units per gross developable acre. Typical housing product types include, but shall not be limited to, detached townhomes, courtyard townhomes/condominiums, garden-style apartments, and podium design apartments/condominiums.

"**Initial Bonding Period**" means 30 years from the issuance of the first Building Permit or First Home Sale Trigger Event, whichever is earlier.

"**Initial Special Tax Levy**" means the Special Tax levy that will occur in the Fiscal Year following the Fiscal Year in which the first Home Sale occurs.

"**Large Lot Parcel**" means a Parcel created by a Large Lot Subdivision Map.

"**Large Lot Subdivision Map**" means a recorded subdivision map creating Parcels by land use. However, the Large Lot Subdivision Map does not delineate Single-Family Parcels. A Final Small Lot Subdivision Map will create individual Single-Family Parcels.

"**Low Density Residential**" means, per the Sierra Vista Specific Plan, a land use designation that supports single-family detached homes on conventional lots within the density range of up to 6.9 dwelling units per gross developable acre. Typical housing product types include, but shall not be limited to, standard, alley-loaded, or clustered, single-family detached units.

"**Maintenance Special Tax**" means the Special Tax authorized to fund Annual Maintenance Costs. The Maintenance Special Tax will be levied and collected beginning with the Transition Year. Maintenance Special Taxes are shown in **Attachment 4**.

"**Market-Rate Unit**" means a Unit that is not an Affordable Unit.

"**Master Developer**" means FD-24 LLC, or any affiliate of FD-24 LLC, that will own and rent Developed Parcels initially after the formation of the CFD.

"**Maximum Annual Special Tax**" means the greatest amount of Facilities Special Tax or Maintenance Special Tax that can be levied against a Parcel in a given Fiscal Year, as shown in **Attachments 2, 3,** and **4**.

"**Maximum Annual Facilities Special Tax**" means the greatest amount of Facilities Special Tax that can be levied against a Parcel in a given Fiscal Year, as shown in **Attachments 2, 3,** or **4**.

"**Maximum Annual Maintenance Special Tax**" means the greatest amount of Maintenance Special Tax that can be levied against a Parcel in a given Fiscal Year, as shown in **Attachments 2, 3,** or **4**.

"**Maximum Annual Special Tax Rate**" means the rate of Facilities Special Tax or Maintenance Special Tax charged per Unit or per Taxable Acre, as shown in **Attachments 2, 3,** and **4**.

"**Maximum Annual Facilities Special Tax Revenue**" means the greatest amount of Facilities Special Tax revenue that can be collected in total from a group of Parcels (such as Developed Parcels) by levying the Maximum Annual Facilities Special Tax.

"**Maximum Annual Maintenance Special Tax Revenue**" means the greatest amount of Maintenance Special Tax revenue that can be collected in total from a group of Parcels (such as Developed Parcels) by levying the Maximum Annual Maintenance Special Tax.

"**Maximum Annual CFD Special Tax Revenue**" means the sum of the Maximum Annual Special Tax levied on all Taxable Parcels in the CFD in a Fiscal Year.

"**Medium Density Residential**" means, per the Sierra Vista Specific Plan, a land use designation that accommodates both single-family detached homes and attached homes within the density range of 7.0 to 12.9 dwelling units per gross developable acre. Typical housing product types include, but shall not be limited to, standard or alley-loaded lots, courtyard lots, green court lots, auto courts, alley clusters, zero-lot lines, or z-shaped lots. In addition, duet/half-plex homes, townhomes, or condominiums may be accommodated in Medium Density Residential areas.

"**Nonresidential Use**" means a Taxable Parcel zoned for land uses other than Residential Uses which may include Business Professional, Community Commercial and Mixed Use.

"**Original Parcel**" means a Taxable Parcel identified in **Attachment 1** at formation of the CFD.

"**Parcel**" means any Assessor's Parcel in the CFD based on the equalized tax rolls of the County as of January 1 of each Fiscal Year.

"**Partial Prepayment**" means the partial fulfillment of a Parcel's Facilities Special Tax obligation, as determined by following the procedures in **Section 8**.

"**Pay-As-You-Go Costs**" means that portion of costs of acquisition, construction, and improvement of Authorized Facilities not financed by Bonds.

"**Prepayment**" means the full or partial fulfillment of a Parcel's Facilities Special Tax obligation, as determined by following the procedures in **Section 8**.

"**Proportionately**" means that the ratio of the actual Special Tax levy to the Maximum Annual Special Tax is equal for all Developed Parcels. For Small Lot Tentative Map Parcels, Proportionately means that the ratio of the actual Special Tax levy to the Maximum Annual Special Tax is equal for all Small Lot Tentative Map Parcels. For Large Lot Parcels, Proportionately means that the ratio of the actual Special Tax levy to the Maximum Annual Special Tax is equal for all Large Lot Parcels. For Undeveloped Parcels, Proportionately means that the ratio of the actual Special Tax levy to the Maximum Annual Special Tax is equal for all Undeveloped Parcels.

"**Public Parcel**" means any Parcel that is or is intended to be publicly owned, as designated in any final map, that is normally exempt from the levy of general ad valorem property taxes under California law, including, but not limited to, public streets, schools, parks, and public drainageways, landscaping, wetlands, greenbelts, and open space.

"**Remainder Parcel**" means a portion of a unit of land that is created as a result of the recording of a Large Lot Parcel Map or Final Small Lot Subdivision Map, which results in a designated remainder as defined in Government Code Section 66424.6(a) (Remainder Parcel). Such a Remainder Parcel may contain taxable and tax-exempt uses, such as Residential Uses, and Public Parcels, such as park sites. Once designated as a Remainder Parcel, such Parcel will be considered a Large Lot Parcel for the purposes of future Subdivisions and for the provisions of **Sections 4** through **6**.

"**Residential Use**" means a Parcel designated for residential use, such as single-family residential Units, residential condominiums, townhouses, or apartments that would be included in the definitions of Low-Density Residential, Medium Density Residential or High Density Residential.

"**RMA**" means this Rate and Method of Apportionment, and Manner of Collection of Special Tax, as it may be amended from time to time in connection with Annexation Parcels or otherwise.

"**Single-Family Parcel**" means, in any Fiscal Year, all Parcels in the CFD for which a building permit was issued or may be issued for construction of a Unit that is a single-family residential, residential condominium, or townhouse Unit.

"**Small Lot Tentative Map**" means a map that is approved by the City for the purpose of showing the design of a proposed Subdivision, including the individual buildable lots expected in the Subdivision, as well as the conditions pertaining thereto. A Small Lot Tentative Map is not based on a detailed survey of the property in the map and is not recorded at the County Recorder's Office to create legal lots.

"**Small Lot Tentative Map Parcel**" means, in any Fiscal Year, all Parcels included in a Small Lot Tentative Map that was approved before May 1 of the prior Fiscal Year and which have not yet become a Developed Parcel.

"**Special Tax(es)**" mean(s) any tax levy under the Act in the CFD.

"**Subdivision**" or "**Subdivided**" means a division of a Parcel into two or more Parcels through Parcel reconfiguration, lot-line adjustments, or the Subdivision Map Act process. A Subdivision also may include the merging of two or more Parcels to create new Parcels.

"**Successor Parcel**" means a Parcel created by the Subdivision of an Original Parcel or a Successor Parcel.

"**Tax Category**" means the categories of taxable land uses shown in **Attachments 2** and **4**.

"**Tax Collection Schedule**" means the document prepared by the Administrator for the County Auditor-Controller to use in levying and collecting the Special Taxes each Fiscal Year.

"**Tax Escalation Factor**" means a factor of 2 percent by which the Maximum Annual Facilities Special Tax, Maximum Annual Maintenance Special Tax and related Maximum Annual Special Tax Rates shall be increased annually until the Transition Event. After the Transition Event, the Maximum Annual Maintenance Special Tax may be increased up to 2 percent annually at the City's discretion. The Administrator should refer to Section 4a for application of the Tax Escalation Factor.

"**Taxable Acreage**" means that area of a Parcel determined by the Administrator to become a Taxable Parcel or Parcels upon further Subdivision. An example might be that a Large Lot Parcel Map creates a Remainder Parcel that, according to **Attachment 1**, contains both taxable uses and tax-exempt uses.

"**Taxable Parcel**" means any Parcel that is not a Tax-Exempt Parcel.

"**Tax-Exempt Parcel**" means a Parcel not subject to the Annual Special Tax. Tax-Exempt Parcels include (a) Public Parcels, and (b) Parcels owned by the City, school districts, special districts, or the state or federal government. A Taxable Parcel that is acquired by a public agency, the Parcel shall remain a Taxable Parcel as per the provisions of **Section 4.f**.

Certain privately-owned Parcels also may be exempt from the levy of Annual Special Taxes, including common areas owned by homeowner's associations or property owner associations, wetlands, detention basins, water quality ponds, and open space, as determined by the Administrator.

"**Transition Event**" means the earlier of (a) after the Initial Bonding period, the Fiscal Year in which the Administrator determines the Development Impact Fee Deferral has been repaid in full to the City and City determines funding is no longer needed for Annual Facilities Costs, or (b) Fiscal Year 2087-88.

"**Transition Year**" means the first Fiscal Year following the Fiscal Year in which the Transition Event occurred.

"**Trustee**" means a national banking association organized and existing under the laws of the United States acting as a trustee or fiscal agent for Bonds.

"**Undeveloped Parcel**" means a Taxable Parcel that is not a Developed Parcel, Small Lot Tentative Map Parcel, or a Large Lot Parcel.

"**Unit**" means, for a Single-Family Parcel, the individual residential unit on such Parcel, or for a Multifamily For-Rent Parcel or Multifamily For-Sale Parcel, an individual residential unit in a multifamily building.

3. Duration of the Special Tax

The Facilities Special Tax will be levied and collected until the earlier of (i) the Transition Year or (ii) Fiscal Year 2087-88. The Maintenance Special Tax will be levied and collected beginning in the Transition Year. The Maintenance Special Tax will be collected in perpetuity.

4. Administrative Tasks for the Facilities Special Tax

Tasks required of the Administrator are discussed below:

a. Annual Special Tax Escalation. Until the Transition Event, the Administrator shall increase the Maximum Annual Facilities Special Tax, the Maximum Annual Maintenance Special Tax and Maximum Annual Special Tax Rates by the Tax Escalation Factor in all Fiscal Years following the Base Year. After the Transition Event, the City, in its sole discretion, may determine whether to apply the Tax Escalation Factor to the Maximum Annual Maintenance Special Tax in any Fiscal Year.

b. Assignment of the Maximum Annual Facilities Special Tax to Original Parcels. **Attachment 3** identifies the Assigned Maximum Annual Facilities Special Tax for each Original Parcel at CFD formation, which is determined for each Large Lot Parcel based on the Expected Land Uses in each Large Lot Parcel at CFD Formation. The Assigned Maximum Annual Facilities Special Tax shall continue to apply to the geographic area to which it was assigned. If, before further Subdivision, the Administrator determines there are multiple Assessor's Parcels in a Large Lot Parcel, the Administrator shall assign the Maximum Annual Facilities Special Tax to each Assessor's Parcel on a pro rata basis to all Assessor's Parcels in that Large Lot Parcel based on the percentage share of Taxable Acreage identified for each Assessor's Parcel. Similarly, if the Administrator determines there are multiple Large Lot Parcels in an Assessor's Parcel, the Maximum Annual Facilities Special Tax shall equal the sum of the Assigned Maximum Annual Facilities Special Tax for all Large Lot Parcels in that Assessor's Parcel.

c. Assignment of the Maximum Annual Facilities Special Tax to Successor Parcels. As Original Parcels and Successor Parcels are Subdivided through creation of Final Small Lot Subdivision Maps, lot line adjustments or other Parcel amendments through the Subdivision Map Act process, the Administrator shall use the following steps to assign the Maximum Annual Facilities Special Tax to new Successor Parcels. As a result of each assignment of the Maximum Annual Facilities Special Tax upon Subdivision of an Original Parcel or Successor Parcel, the sum of the Maximum Annual Facilities Special Taxes assigned to the newly created Taxable Parcels shall never be less, but may be greater, than the Assigned Maximum Annual Facilities Special Tax for that Original Parcel or Successor Parcel.

    1. If an Original Parcel or Successor Parcel is Fully Subdivided into Single-Family Parcels with No Remainder Parcel(s). There shall be no net loss of Maximum CFD Special Tax Revenue as a result of the assignment of the Maximum Annual Facilities Special Tax to Single-Family Parcels. The Administrator shall use the following procedures to assign the Maximum Annual Facilities Special Tax to Single-Family Parcels. All references to Maximum Annual Facilities Special Taxes in the attachments are subject to application by the Tax Escalation Factor by the Administrator:

A. Multiply the Maximum Annual Facilities Special Tax per Unit by Tax Category from **Attachment 2** by the number of Units for each Single-Family Parcel created by the Subdivision. Sum the Maximum Annual Facilities Special Taxes for all Single-Family Parcels created by the Subdivision.

B. If the sum of Maximum Annual Facilities Special Taxes calculated in Step 4.c.1.A above is equal to or greater than the Assigned Maximum Annual Facilities Special Tax for the Original or Successor Parcel that was Subdivided, assign the Maximum Annual Facilities Special Tax per Unit by Tax Category as calculated in Step 4.1.c.A above to each Single-Family Parcel created by the Subdivision.

C. If the sum of Maximum Annual Facilities Special Taxes calculated in Step 4.c.1.A above is less than the Assigned Maximum Annual Facilities Special Tax for the Original or Successor Parcel that was Subdivided, unless 100 percent of the Units are designated Affordable Units, (i) assign the Maximum Annual Facilities Special Tax for Affordable Units shown in **Attachment 2** to each Affordable Unit (if any) and, (ii) Proportionately increase the Maximum Annual Facilities Special Tax per Unit for all Units that are not Affordable Units until the sum of resulting Maximum Annual Facilities Special Taxes from all Units (including Affordable Units) equals the Assigned Maximum Annual Facilities Special Tax for the Original or Successor Parcel that was Subdivided. Assign the Maximum Annual Facilities Special Tax calculated in this step to each new Single-Family Parcel created by the Subdivision.

D. If the sum of Maximum Annual Facilities Special Taxes calculated in Step 4.c.1.A above is less than the Assigned Maximum Annual Facilities Special Tax for the Original or Successor Parcel that was Subdivided **and** if 100 percent of the Single-Family Parcels created by Subdivision are designated as Affordable Units, increase Proportionately the Maximum Annual Facilities Special Tax per Unit for each Affordable Unit until the sum of Maximum Annual Facilities Special Taxes from all Affordable Units on the new Single-Family Parcels created by the Subdivision equal the Assigned Maximum Annual Facilities Special Tax for the Original or Successor Parcel that was Subdivided. Assign the Maximum Annual Facilities Special Tax calculated in this step to each new Single-Family Parcel created by the Subdivision.

2. <u>If Original or Successor Parcel Is Subdivided into Single-Family Parcels and One or More Remainder Parcels</u>. When an Original or Successor Parcel is Subdivided into Single-Family Parcels and one or more Large Lot Parcels (or Remainder Parcels), the Assigned Maximum Annual Facilities Special Tax is apportioned to the Single-Family Parcels and Large Lot Parcels created by the Subdivision in the following manner:

   A. Apportion the Assigned Maximum Annual Facilities Special Tax to the area(s) that is/are being Subdivided into Single-Family Parcels and to the area(s) that will be Remainder Parcel(s) on a pro rata basis, based on the percentage share of Taxable Acreage represented by each such area as compared to the total area of the Original or Successor Parcel.

   B. For each area Subdivided into Single-Family Parcels, multiply the Maximum Annual Facilities Special Tax per Unit by Tax Category from **Attachment 2** by the number of Units for each Single-Family Parcel created by the Subdivision. Sum the Maximum

Annual Facilities Special Taxes for all Single-Family Parcels created by the Subdivision.

C. For each area Subdivided into Single-Family Parcels, if the sum of Maximum Annual Facilities Special Taxes calculated in Step 4.c.2.B above is equal to or greater than the Assigned Maximum Annual Facilities Special Tax apportioned to that area of the Original or Successor Parcel that was Subdivided into Single-Family Parcels, assign the Maximum Annual Facilities Special Tax per Unit by Tax Category as calculated in Step 4.c.2.B above to each Single-Family Parcel created by the Subdivision.

D. For each area Subdivided into Single-Family Parcels, if the sum of Maximum Annual Facilities Special Taxes calculated in Step 4.c.2.B above is less than the Assigned Maximum Annual Facilities Special Tax apportioned to that area of the Original or Successor Parcel that was Subdivided into Single-Family Parcels, unless 100 percent of the Units are designated Affordable Units, (i) assign the Maximum Annual Facilities Special Tax for Affordable Units shown in **Attachment 2** to each Affordable Unit (if any) and, (ii) Proportionately increase the Maximum Annual Facilities Special Tax per Unit for all Units that are not Affordable Units until the sum of resulting Maximum Annual Facilities Special Taxes from all Units (including Affordable Units) equals the Assigned Maximum Annual Facilities Special Tax apportioned to that area of the Original or Successor Parcel that was Subdivided into Single-Family Parcels. Assign the Maximum Annual Facilities Special Tax calculated in this step to each new Single-Family Parcel created by the Subdivision.

E. For each area Subdivided into Single-Family Parcels, if the sum of Maximum Annual Facilities Special Taxes calculated in Step 4.c.2.B above is less than the Assigned Maximum Annual Facilities Special Tax apportioned to that area of the Original or Successor Parcel that was Subdivided into Single-Family Parcels **and** if 100 percent of the Single-Family Parcels created by Subdivision are designated as Affordable Units, increase Proportionately the Maximum Annual Facilities Special Tax per Unit for each Affordable Unit until the sum of Maximum Annual Facilities Special Taxes from all Affordable Units on the new Single-Family Parcels created by the Subdivision equal the Assigned Maximum Annual Facilities Special Tax apportioned to that area of the Original or Successor Parcel that was Subdivided into Single-Family Parcels. Assign the Maximum Annual Facilities Special Tax calculated in this step to each new Single-Family Parcel created by the Subdivision.

F. For the Remainder Parcel or Parcels, identify the Maximum Annual Facilities Special Tax for the entire Original or Successor Parcel that has been Subdivided. Sum the Maximum Annual Facilities Special Tax for all Single-Family Parcels created by the Subdivision, including Single-Family Parcels with Affordable Units. Subtract the sum of the Maximum Annual Facilities Special Tax for all Single-Family Parcels from the Assigned Maximum Annual Facilities Special Tax for the Original or Successor Parcel being subdivided and compare it to the Maximum Annual Facilities Special Tax assigned to the Remainder Parcel or Parcels in Step 4.c.2.A. Assign to each Remainder Parcel, the lesser of the calculations in this step or in Step 4.c.2.A, but in no event less than the difference between the previously Assigned Maximum Annual Facilities Special Tax for the Original Parcel or Successor Parcel being Subdivided and

the total of the Maximum Annual Facilities Special Tax for all Single-Family Parcels created by such Subdivision.

Once designated as a Remainder Parcel, such Parcel will be considered a Large Lot Parcel for the purposes of future Subdivisions and for the provisions of **Sections 4** through **6**.

3. If an Original or Successor Parcel is Subdivided creating multiple land uses and Tax Categories or for any rezones of land uses on Original or Successor Parcels:

   A. Identify the Assigned Maximum Annual Facilities Special Tax for the Original Parcel or Successor Parcel that is being Subdivided or rezoned.

   B. For each Taxable Parcel subject to rezone or created by Subdivision multiply the Maximum Annual Facilities Special Tax per Unit or per Acre by the number of Units or by the number of Acres by the appropriate Tax Category. For each Taxable Parcel created by Subdivision that includes Affordable Units, multiply the number of Affordable Units by the Tax per Unit for such Affordable Units.

   C. Sum the Maximum Annual Facilities Special Tax for each Taxable Parcel and compare it to the Assigned Maximum Annual Facilities Special Tax of the Original or Successor Parcel that is subject to rezone or is being Subdivided. If the sum of Maximum Annual Facilities Special Tax for each Taxable Parcel is greater than the Assigned Maximum Annual Facilities Special Tax for the Original Parcel, the Administrator shall apply the Maximum Annual Facilities Special Tax calculated above for each Taxable Parcel.

   D. If the Assigned Maximum Annual Facilities Special Tax for the Original Parcel or Successor Parcel subject to rezone or that is being subdivided is greater than the sum of Maximum Annual Facilities Special Tax for each Successor Parcel being created, increase Proportionately the Maximum Annual Facilities Special Tax per Unit or per Acre for all Tax Categories on each Taxable Parcel such that the sum of Maximum Annual Facilities Special Tax for all Taxable Parcels equals the Assigned Maximum Annual Facilities Special Tax for the Original Parcel.

d. Affordable Units that Become Market-Rate Units. If, in any Fiscal Year, the City Manager, or his or her designee, determines that a Unit that previously had been designated as an Affordable Unit no longer qualifies as such, the Affordable Housing Director shall update the Affordable Unit listing by denoting the change in status of the Unit, together with the effective date thereof. For all Affordable Units that are converted to Market-Rate Units, such Units shall be assigned the Maximum Annual Facilities Special Tax per Unit based on their Tax Category as shown in **Attachment 2**, as adjusted by the Tax Escalation Factor.

e. Conversion of a Tax-Exempt Parcel to a Taxable Parcel. If a Tax-Exempt Parcel is not needed for public use and is converted to a taxable use or transferred to a private owner, it shall become subject to the Facilities Special Tax. The Maximum Annual Facilities Special Tax for the newly Taxable Parcel will be determined using the provisions of **Sections 4** and **5** of the RMA.

f. Taxable Parcels Acquired by a Public Agency. A Taxable Parcel that is acquired by a public agency after the CFD is formed will remain subject to the applicable Special Tax unless the

Special Tax obligation is satisfied pursuant to Section 53317.5 of the Government Code. An exception to this may be made if a Public Parcel, such as a park site, is relocated to a Taxable Parcel, in which case the previously Tax-Exempt Parcel of comparable acreage becomes a Taxable Parcel and the Maximum Annual Facilities Special Tax from the previously Taxable Parcel is transferred to the new Taxable Parcel. This trading of a Parcel from a Taxable Parcel to a Public Parcel will be permitted to the extent there is no net loss in Maximum Annual CFD Special Tax Revenue and the transfer is agreed to by the owners of the Parcels involved in the transfer and the Finance Director.

5. Administrative Tasks for the Maintenance Special Tax

This section discusses the administrative tasks for the Maintenance Special Tax, which shall be applicable after the Transition Event.

Tasks required of the Administrator are discussed below:

a. Assignment of the Maximum Annual Maintenance Special Tax to Developed Parcels. After the Transition Event, the Administrator shall assign the Maximum Annual Maintenance Special Tax to all Developed Parcels using the Maximum Annual Special Tax Rates for the Maintenance Special Tax by Tax Category shown in **Attachment 4**, as adjusted by the Tax Escalation Factor.

b. Assignment of the Maximum Annual Maintenance Special Tax to Successor Parcels. After the Transition Event, if Original Parcels and Successor Parcels are Subdivided through creation of Final Small Lot Subdivision Maps, lot line adjustments or other Parcel amendments through the Subdivision Map Act process, the Administrator shall use the steps in **Section 4.c** to assign the Maximum Annual Maintenance Special Tax to new Successor Parcels. ***When applying Section 4.c after the Transition Event, the Administrator shall substitute Maintenance Special Tax for Facilities Special Tax and shall substitute Maximum Annual Maintenance Special Tax for Maximum Annual Facilities Special Tax.***

c. Assignment of the Maximum Annual Maintenance Special Tax to Annexation Parcels. If Parcels are annexed to the CFD after formation, the Maximum Annual Maintenance Special Tax shall be assigned to these Annexation Parcels using the definitions in Section 2 and the Maximum Annual Maintenance Special Tax per Unit or Acre shown in **Attachment 4** as adjusted by the Tax Escalation Factor applied by the Administrator, unless the Annexation Parcels are annexed with a new set of Maximum Annual Maintenance Special Taxes. **Attachment 1** may be amended, or a new attachment created, to include the Annexation Parcels and, if necessary, the applicable tax rates. If new Maximum Annual Maintenance Special Taxes are created, **Attachment 4** should be amended to reflect the Maximum Annual Maintenance Special Taxes for the Annexation Parcels. Once annexed, these annexed Parcels shall be considered Original and Successor Parcels and will be subject to the same procedures for assignment of the Maximum Annual Maintenance Special Tax to Successor Parcels described in this section. The owner of the Annexation Parcels shall be responsible for paying all costs associated with annexing the Annexation Parcels to the CFD, but otherwise shall not be required to pay any other charge, fee or catch-up special tax in

connection with or as a condition of such annexation unless otherwise agreed to by the owner of the Annexation Parcel in connection with the annexation.

d. Affordable Units that Become Market-Rate Units. If, in any Fiscal Year, the City Manager, or his or her designee, determines that a Unit that previously had been designated as an Affordable Unit no longer qualifies as such, the Affordable Housing Director shall update the Affordable Unit listing by denoting the change in status of the Unit, together with the effective date thereof. For all Affordable Units that are converted to Market-Rate Units, such Units shall be assigned the Maximum Annual Maintenance Special Tax per Unit based on their Tax Category as shown in **Attachment 4**, as adjusted by the Tax Escalation Factor.

e. Conversion of a Tax-Exempt Parcel to a Taxable Parcel. If a Tax-Exempt Parcel is not needed for public use and is converted to a taxable use or transferred to a private owner, it shall become subject to the Maintenance Special Tax. The Maximum Annual Maintenance Special Tax for the newly Taxable Parcel will be determined using the provisions of **Sections 5** and **6** of the RMA.

f. Taxable Parcels Acquired by a Public Agency. A Taxable Parcel that is acquired by a public agency after the CFD is formed will remain subject to the applicable Special Tax unless the Special Tax obligation is satisfied pursuant to Section 53317.5 of the Government Code. An exception to this may be made if a Public Parcel, such as a park site, is relocated to a Taxable Parcel, in which case the previously Tax-Exempt Parcel of comparable acreage becomes a Taxable Parcel and the Maximum Annual Maintenance Special Tax from the previously Taxable Parcel is transferred to the new Taxable Parcel. This trading of a Parcel from a Taxable Parcel to a Public Parcel will be permitted to the extent there is no net loss in Maximum Annual CFD Special Tax Revenue and the transfer is agreed to by the owners of the Parcels involved in the transfer and the Finance Director

6. Assignment of the Maximum Annual Special Tax

a. Classification of Parcels. For purposes of the next Fiscal Year tax levy, by June 30 of each Fiscal Year, using the Definitions in **Section 2**, the Parcel records of the Assessor's secured tax roll as of January 1, and other City development approval records, the Administrator shall cause:

   1. Each Parcel to be classified as a Taxable Parcel or Tax-Exempt Parcel.

   2. Each Parcel to be classified as a Developed Parcel, a Small Lot Tentative Map Parcel, a Large Lot Parcel (including Remainder Parcels), or an Undeveloped Parcel.

b. Identify Parcel ownership changes. The Administrator will review Assessor Parcel ownership records prior to July 1 of each year to determine if a Home Sale has occurred in prior to this date. Once a Home Sale occurs, all Taxable Parcels shall become subject to the Special Tax levy.

c. Assignment of the Maximum Annual Facilities Special Tax to Taxable Parcels. The Maximum Annual Facilities Special Tax will be assigned to each Taxable Parcel each Fiscal Year using the procedures (not all steps may be applicable for each such Parcel) in **Section 4**.

d. Assignment of the Maximum Annual Maintenance Special Tax to Taxable Parcels. The Maximum Annual Maintenance Special Tax will be assigned to each Taxable Parcel each Fiscal Year using the procedures (not all steps may be applicable for each such Parcel) in **Sections 4** and **5**.

7. Calculating Annual Special Taxes

This section discusses the levy of the Facilities Special Tax and the Maintenance Special Tax. Collectively, these Special Taxes are included in the discussion of the assignment of the Maximum Annual Special Taxes.

The Initial Special Tax levy will occur initially in the Fiscal Year following the Fiscal Year in which the First Home Sale Trigger Event occurs.

For the period following CFD formation until the Transition Event, the Maximum Annual Special Tax shall refer to the Facilities Special Tax. Beginning with the Transition Year, the Maximum Annual Special Tax shall refer to the Maintenance Special Tax.

The Administrator will compute the Annual Facilities Costs or Annual Maintenance Costs and determine the annual Special Tax levy for each Taxable Parcel based on the assignment of the Special Tax in **Sections 4, 5,** and **6**. The Administrator then will determine the tax levy for each Taxable Parcel using the following process:

Facilities Special Tax Levy

a. Compute the Annual Facilities Costs using the definition of Annual Facilities Costs in **Section 2**.

b. For all Taxable Parcels, calculate the Facilities Special Tax levy for each using the following steps:

Step 7.b.1. The Facilities Special Tax shall be levied proportionately on all Developed Parcels up to the amount of Annual Facilities Cost or up to 100 percent of the Maximum Annual Facilities Special Tax Revenue for all Developed Parcels, whichever is less.

Step 7.b.2. If additional revenue is needed after *Step 7.b.1.*, the Facilities Special Tax shall be levied proportionately on each Small Lot Tentative Map Parcel until the revenue from the Facilities Special Tax levy in this step, when added to the levy amount computed in *Step 7.b.1.*, equals the Annual Facilities Costs, or up to 100 percent of the Maximum Annual Facilities Special Tax Revenue for all Small Lot Tentative Map Parcels. As necessary, the Facilities Special Tax shall be levied on Small Lot Tentative Map Parcels for the entire portion of Annual Facilities Costs, excluding Pay-As-You-Go Costs.

Step 7.b.3. If additional revenue is needed after *Step 7.b.2.*, the Facilities Special Tax shall be levied proportionately on each Large Lot Parcel until the revenue from the Facilities Special Tax levy in this step, when added to the levy amount computed through *Step 7.b.2.*, equals the Annual Facilities Costs, or up to 100 percent of the Maximum Annual Facilities Special Tax Revenue for all Large Lot Parcels. As necessary, the Facilities Special Tax shall be levied on Large Lot

Parcels for the entire portion of Annual Facilities Costs, excluding Pay-As-You-Go Costs.

Step 7.b.4. If additional revenue is needed after *Step 7.b.3.*, the Facilities Special Tax shall be levied on each Undeveloped Parcel until the revenue from the Facilities Special Tax levy in this step, when added to the levy amounts computed through *Step 7.b.3.*, equals the Annual Facilities Costs, or up to 100 percent of the Maximum Annual Facilities Special Tax Revenue for all Undeveloped Parcels. As necessary, the Facilities Special Tax shall be levied on Undeveloped Parcels for the entire portion of Annual Facilities Costs, excluding Pay-As-You-Go Costs.

Maintenance Special Tax Levy

c. Beginning in the Transition Year, compute the Annual Maintenance Cost using the definition of Annual Maintenance Costs in **Section 2**.

d. For all Taxable Parcels, calculate the Maintenance Special Tax levy for each using the following steps:

Step 7.d.1. The Maintenance Special Tax shall be levied proportionately on all Developed Parcels up to the amount of Annual Maintenance Cost or up to 100 percent of the Maximum Annual Maintenance Special Tax Revenue for all Developed Parcels, whichever is less.

Step 7.d.2. If additional revenue is needed after *Step 7.d.1.*, the Maintenance Special Tax shall be levied proportionately on each Small Lot Tentative Map Parcel until the revenue from the Maintenance Special Tax levy in this step, when added to the levy amount computed in *Step 7.d.1.*, equals the Annual Maintenance Costs, or up to 100 percent of the Maximum Annual Maintenance Special Tax Revenue for all Small Lot Tentative Map Parcels.

Step 7.d.3. If additional revenue is needed after *Step 7.d.2.*, the Maintenance Special Tax shall be levied proportionately on each Large Lot Parcel until the revenue from the Maintenance Special Tax levy in this step, when added to the levy amount computed through *Step 7.d.2.*, equals the Annual Maintenance Costs, or up to 100 percent of the Maximum Annual Maintenance Special Tax Revenue for all Large Lot Parcels

Step 7.d.4. If additional revenue is needed after *Step 7.d.3.*, the Maintenance Special Tax shall be levied on each Undeveloped Parcel until the revenue from the Maintenance Special Tax levy in this step, when added to the levy amounts computed through *Step 7.d.3.*, equals the Annual Maintenance Costs, or up to 100 percent of the Maximum Annual Maintenance Special Tax Revenue for all Undeveloped Parcels.

e. Levy on each Taxable Parcel the amount calculated above.

f. Prepare the Tax Collection Schedule and, unless an alternative method of collection has been selected pursuant to **Section 9**, send it to the County Auditor requesting that it be placed on the general, secured property tax roll for the Fiscal Year. The Tax Collection Schedule will be sent no later than the date required by the County Auditor for such inclusion.

The Administrator will make every effort to calculate the Special Tax correctly for each Parcel. It will be the burden of the taxpayer to identify any errors in determining which Parcels are subject to the tax and their Special Tax assignments.

8. Prepayment of the Facilities Special Tax Obligation

A property owner may at any time prepay 50 percent, but not more or less than 50 percent of the Maximum Annual Facilities Special Tax. For Nonresidential Use Parcels, Full Prepayment is permissible at any time. Full Prepayment is not allowable for Residential Use Parcels.

In addition to the conditions above, the City may allow a Full or Partial Prepayment if the City determines that the Prepayment will not jeopardize its ability to make timely payments of Debt Service and maintain a 110-percent annual Debt Service coverage based on Maximum Annual Special Tax Revenues in all years where there will be Outstanding Bonds. Prepayments must be made by May 1 to have the Prepayment reflected in the following Fiscal Year's Special Tax levy. Prepayment is permitted only under the following conditions:

- The landowner prepaying the Facilities Special Tax on a Parcel has paid any delinquent Facilities Special Tax and penalties on that Parcel before Prepayment.
- Following Prepayment, amounts in the reserve fund are equal to or greater than the reserve fund requirement.
- The City determines that the Prepayment will not jeopardize its ability to make timely payments of Debt Service and maintain a 110-percent annual Debt Service coverage based on Maximum Annual Special Tax Revenues in all years in which issued Bonds will be outstanding.
- The portion of the Prepayment for the Development Impact Fee Deferral shall only be used to pay for the Development Impact Fee Deferral whether it was or is to be funded through annual special tax payments or through bonded indebtedness.

When permitted, the Administrator shall calculate Prepayments using the following steps:

a. The Full Prepayment amount shall be established by following the steps below:

   Step 8.a.1: Determine the Facilities Special Tax for the Taxable Parcel for which the Facilities Special Tax is to be prepaid using the provisions of **Sections 4, 5,** and **6**. If the Parcel is not designated as a Developed Parcel, determine the applicable Facilities Special Tax for the Parcel assuming it is a Developed Parcel.

   Step 8.a.2: Increase the Facilities Special Tax by 2 percent per annum for the longer of (i) 30 years from the year in which the Parcel was first subject to the Facilities Special Tax as a Developed Parcel, or (ii) the end of the then-remaining Initial Bonding Period.

   Step 8.a.3: Using a discounted rate equal to the most current yield for the 30-Year Treasury Constant Maturity, calculate the net present value of the revenue stream

determined *Step 8.a.2*. If this yield is no longer available, the Administrator will select a yield rate from the most comparable type of security.

Step 8.a.4: Add to the amount calculated in *Step 8.a.3* interest on the Bonds being redeemed to the next redemption date.

Step 8.a.5: Add to the amount calculated in *Step 8.a.4* a redemption premium on the Bonds being redeemed (if any).

Step 8.a.6: Add to the amount calculated in *Step 8.a.5* the Development Impact Fee Deferral amount applicable to the Parcel, as adjusted for inflation. If Bonds have been issued to finance the Development Impact Fee Deferral, follow *Step 8.a.2* and *8.a.3*, using for *Step 8.a.2* the longer of (i) 30 years from the year in which the Parcel was first subject to the Facilities Special Tax during the Deferral Bonding Period, or (ii) the end of the then-remaining Deferral Bonding Period.

Step 8.a.7: Add the administrative cost of processing the Prepayment to the amount calculated in *Step 8.a.6*.

Step 8.a.8: The amount in *Step 8.a.7* is the amount of the Full Prepayment of the Maximum Annual Special Tax for the Taxable Parcel.

b. Partial Prepayments will be calculated as described below:

The amount of any Partial Prepayment is limited to 50 percent of the Full Prepayment amount determined in *Step 8.a.8*. A Partial Prepayment may only be made in an amount equal 50 percent of the Full Prepayment desired by the party making a Partial Prepayment, except that the full amount of Administrative fees and expenses determined in *Step 8.a.7* shall be included in the Partial Prepayment. The Facilities Special Tax that can be levied on a Parcel after a Partial Prepayment is made is equal to one-half of the Facilities Special Tax that could have been levied before the Partial Prepayment.

9. Interpretation, Application, and Appeal of Special Tax Formula and Procedures

Any taxpayer who feels the amount of the Special Tax assigned to a Parcel is in error may file a notice with the Finance Director appealing the levy of the Special Tax. The Finance Director then will promptly review the appeal and, if necessary, will meet with the applicant. If the Finance Director verifies that the tax should be modified or changed, the Special Tax levy will be corrected and, if applicable in any case, a credit or refund will be granted.

Interpretations may be made by the City, without Resolution or Ordinance of the Council, for purposes of clarifying any vagueness or ambiguity as it relates to the Special Tax rate, the method of apportionment, the classification of properties, or any definition applicable to the CFD.

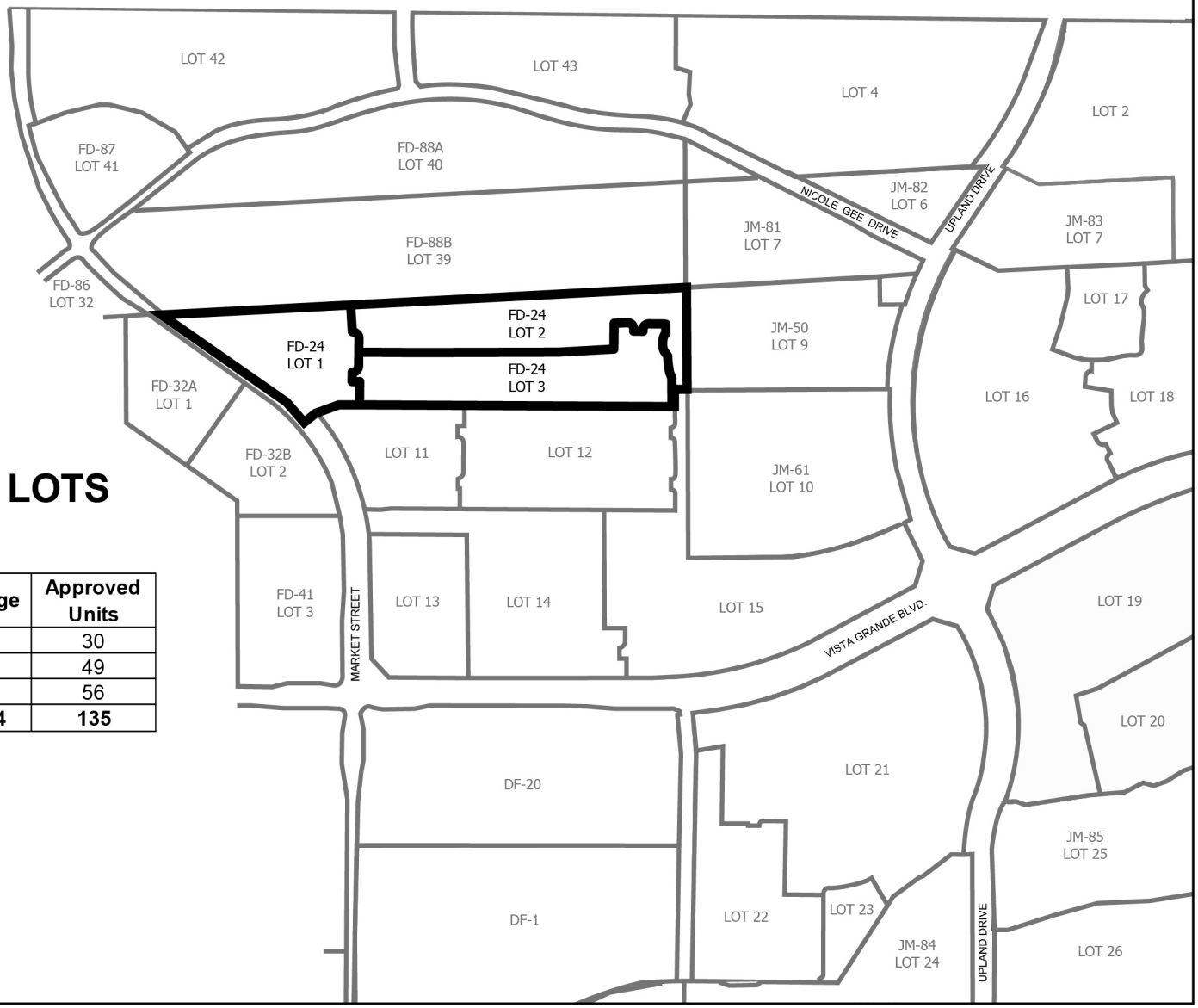
Without Council approval, the Finance Director may make minor, non-substantive administrative and technical changes to the provisions of this RMA that do not materially affect the rate, method of apportionment, or manner of collection of the Special Tax for purposes of administrative efficiency or convenience or to comply with new applicable federal, state, or local law.

The City, upon request of an owner of land in the CFD that is not a Developed Parcel, also may amend this RMA in any manner acceptable to the City, without Resolution or Ordinance of the Council, upon the affirmative vote of such owner and without the vote of owners of any other land in the CFD, provided such amendment is only applicable to such owner's land and does not reduce the total Maximum Annual CFD Special Tax Revenue.

10. Manner of Collection

The Special Tax will be collected in the same manner and at the same time as ad valorem property taxes, provided, however, the Administrator or its designee may directly bill the Special Tax and may collect the Special Tax at a different time, such as on a monthly or other periodic basis, or in a different manner, if necessary, to meet the City's financial obligations.

Attachment 1 - Large Lot Map
City of Roseville
Parkside at Sierra Vista
Community Facilities District No. 1
(Public Facilities)



IDENTIFICATION OF LARGE LOTS

Lot #	APN	SVSP ID	LU	Acreage	Approved Units
1	498-180-001	FD-24	MDR	4.63	30
2	498-180-002	FD-24	MDR	6.35	49
3	498-180-003	FD-24	MDR	6.36	56
TOTAL				**17.34**	**135**

LEGEND

Proposed CFD Boundary

N

Attachment 2
Parkside at Sierra Vista CFD No. 1 (Public Facilities)
Maximum Annual Special Taxes by Tax Category
for the Base Year of FY 2023-24 [1]

Expected Land Uses (Tax Category)	Maximum Annual Special Tax Per Unit/Taxable Acre [1]
Residential Uses	***per Unit***
Low Density Residential (LDR)	$1,987.00
Medium Density Residential (MDR)	$1,767.00
High Density Residential (HDR) [2]	
High Density Residential (HDR) For-Sale [2]	$0.00
High Density Residential (HDR) For-Rent [2]	$0.00
Affordable Medium Density Residential	$883.50
Affordable High Density Residential [2]	$0.00
Nonresidential Uses [2]	***per Taxable Acre***
Mixed Use (MU) [2]	$0.00
Business Professional (BP) [2]	$0.00
Community Commercial (CC) [2]	$0.00
Undeveloped Property	$13,757.00

"att2"

[1] This amount may be increased by the Tax Escalation Factor in each Fiscal Year following the Base Year as described in this RMA.
[2] If a Low Density Residential, Medium Density Residential or Affordable Medium Density Residential Parcel with a Special Tax is rezoned to a use with an identified Special Tax of $0 in this attachment, the Special Tax would be assigned to the Parcel using the provisions of Section 4 of this RMA.

Attachment 3
Parkside at Sierra Vista CFD No. 1 (Public Facilities)
Assigned Maximum Annual Special Tax for Original Parcels (Base Year of FY 2023-24) [1] [2]

Original Parcel	Village Number	Expected Land Uses				Assigned Maximum Annual Special Tax per Unit [1] [2]	Assigned Maximum Annual Special Tax per Village [1] [2]
		Tax Category	Acres	Planned Units	Planned Units per Acre		
498-180-001	FD-24 (Portion)	MDR	4.63	30	6.5	$1,767.00	$53,010.00
498-180-002	FD-24 (Portion)	MDR	6.35	49	7.7	$1,767.00	$86,583.00
498-180-003	FD-24 (Portion)	MDR	6.36	56	8.8	$1,767.00	$98,952.00
CFD Totals			**17.34**	**135**			**$238,545.00**

"att3"

[1] This amount may be increased by the Tax Escalation Factor in each Fiscal Year following the Base Year as described in this RMA.
[2] If amended to included Annexation Parcels, the Maximum Annual Special Tax for Annexation Parcels would also be subject to the Tax Escalation Factor.

DRAFT

Attachment 4
Parkside at Sierra Vista CFD No. 1 (Public Facilities)
Maximum Annual Maintenance Special Taxes by Tax Category
for the Base Year of FY 2023-24 [1]

Expected Land Uses (Tax Category)	Maintenance Special Tax per Unit/Taxable Acre Before Transition Event [1]	 After Transition Event [1]
Residential Uses	***per Unit***	***per Unit***
Low Density Residential (LDR)	$0.00	$993.50
Medium Density Residential (MDR)	$0.00	$883.50
High Density Residential (HDR) [2]		
High Density Residential (HDR) For-Sale [2]	$0.00	$0.00
High Density Residential (HDR) For-Rent [2]	$0.00	$0.00
Affordable Medium Density Residential	$0.00	$441.75
Affordable High Density Residential [2]	$0.00	$0.00
Nonresidential Uses [2]	***per Taxable Acre***	
Mixed Use (MU) [2]	$0.00	$0.00
Business Professional (BP) [2]	$0.00	$0.00
Community Commercial (CC) [2]	$0.00	$0.00
Undeveloped Property	$0.00	$6,878.50

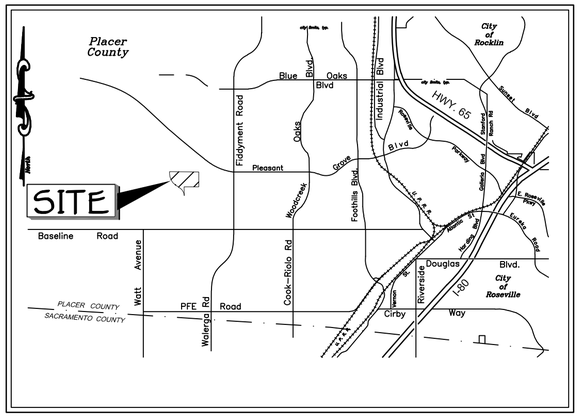
"att4"

[1] This amount is subject to increase by the Tax Escalation Factor in each Fiscal Year following the Base Year as described in this RMA.

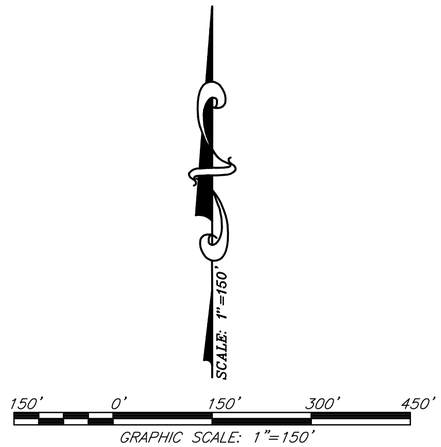
[2] If a Low Density Residential, Medium Density Residential or Affordable Medium Density Residential Parcel with a Special Tax is rezoned to a use with an identified Special Tax of $0 in this attachment, the Special Tax would be assigned to the Parcel using the provisions of Section 4 of this RMA.

Map 1

BOOK _____ OF COMMUNITY FACILITIES DISTRICT, PAGE _____



VICINITY MAP



PROPOSED BOUNDARY MAP

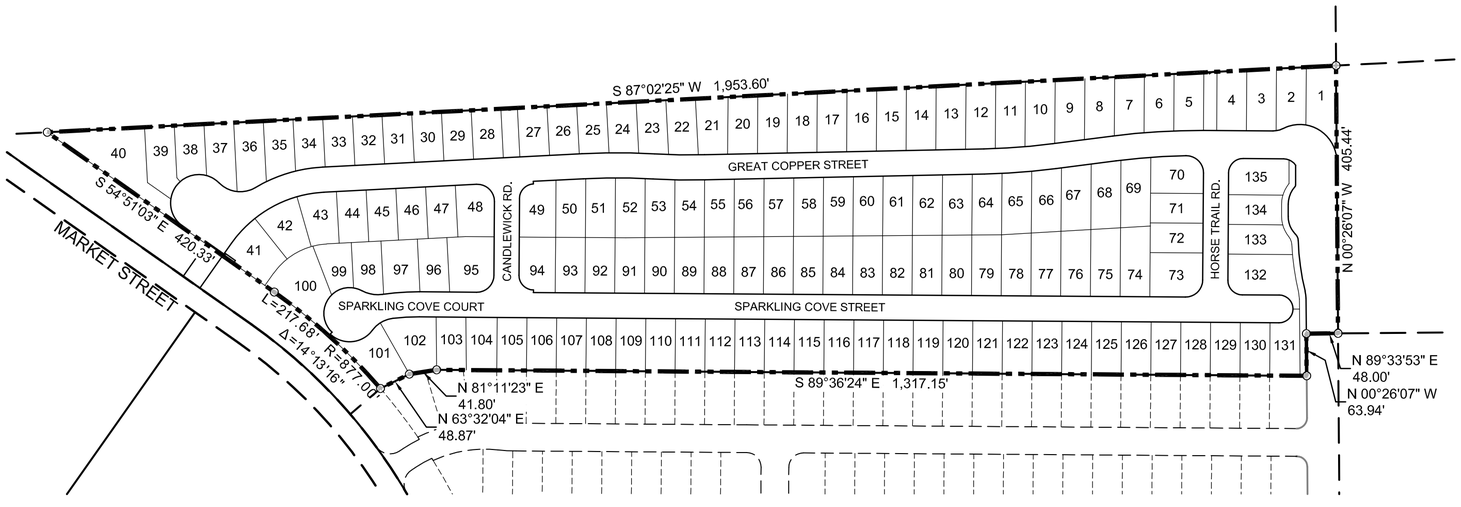
PARKSIDE AT SIERRA VISTA
COMMUNITY FACILITIES DISTRICT NO. 1

(PUBLIC FACILITIES)

CITY OF ROSEVILLE, COUNTY OF PLACER

STATE OF CALIFORNIA

SCALE: 1" = 150' SHEET 1 OF 1



LEGEND:

DISTRICT BOUNDARY

CITY CLERK'S STATEMENT:

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA THIS _____ DAY OF _____, 2022.

_____
CARMEN AVALOS, CITY CLERK
CITY OF ROSEVILLE
PLACER COUNTY, CALIFORNIA

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF PARKSIDE AT SIERRA VISTA COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES), CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF ROSEVILLE, AT A REGULAR MEETING THEREOF HELD ON THE _____ DAY OF _____, 2022, BY ITS RESOLUTION NUMBER _____.

_____
CARMEN AVALOS, CITY CLERK
CITY OF ROSEVILLE
PLACER COUNTY, CALIFORNIA

RECORDER'S STATEMENT:

FILED THIS _____ DAY OF _____, 2022, AT THE HOUR OF _____ O'CLOCK, __.M., IN BOOK _____ OF MAPS OF COMMUNITY FACILITIES DISTRICT, AT PAGE _____, IN THE OFFICE OF THE RECORDER OF THE COUNTY OF PLACER, STATE OF CALIFORNIA.

DOC NO._____

RYAN RONCO
PLACER COUNTY RECORDER

FEE: _____

BY:_____
DEPUTY

MAP PREPARED BY:

BAKER-WILLIAMS ENGINEERING GROUP
Engineering / Surveying / Land Planning / Entitlement Processing / GPS Services
6020 Rutland Drive, Suite 19 ~ Carmichael CA 95608
(916) 331-4336 ~ fax (916) 331-4430 ~ office@bwengineers.com

CITY COUNCIL OF THE CITY OF ROSEVILLE

RESOLUTION NO. 22-436

A RESOLUTION DETERMING NECESSITY TO INCUR BONDED INDEBTEDNESS OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE FOR PARKSIDE AT SIERRA VISTA COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES)

WHEREAS, on October 19, 2022, the City Council (the "City Council") of the City of Roseville (the "City") adopted a resolution entitled "A Resolution of Intention to of the City Council of the City of Roseville to Form a Community Facilities District and Levy a Special Tax in City of Roseville Parkside at Sierra Vista Community Facilities District No. 1 (Public Facilities) to Finance the Acquisition and Construction of Certain Public Facilities in and for Such Community Facilities District" (the "Resolution of Intention"), stating its intention to form "City of Roseville Parkside at Sierra Vista Community Facilities District No. 1 (Public Facilities)" (the "CFD"), pursuant to the Mello-Roos Community Facilities Act of 1982, Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing with Section 53311, of the California Government Code (the "Act");

WHEREAS, on October 19, 2022, this City Council also adopted a resolution entitled "A Resolution of the City Council of the City of Roseville of Intention to Incur Bonded Indebtedness to Finance the Acquisition and Construction of Certain Public Facilities in and for the City of Roseville Parkside at Sierra Vista Community Facilities District No. 1 (Public Facilities)" (the "Resolution of Intention to Incur Indebtedness") stating its intention to incur bonded indebtedness within the boundaries of the CFD for the purpose of financing the costs of certain facilities specified in the Resolution of Intention;

WHEREAS, this City Council has held a noticed public hearing as required by the Act about the determination to proceed with the formation of the CFD, the provision of certain public facilities by the CFD and the rate and method of apportionment of the special tax to be levied within the CFD to pay the principal and interest on the proposed bonded indebtedness in the CFD and the administrative costs of the City relative to the CFD;

WHEREAS, subsequent to the public hearing, this City Council adopted a resolution entitled "A Resolution of Formation of the City Council of the City of Roseville to Form City of Roseville Parkside at Sierra Vista Community Facilities District No. 1 (Public Facilities)" (the "Resolution of Formation");

WHEREAS, this City Council has also held a noticed public hearing as required by the Act relative to the matters material to the questions set forth in the Resolution of Intention to Incur Indebtedness; and

WHEREAS, no written protests with respect to the matters material to the questions set forth in the Resolution of Intention to Incur Indebtedness have been filed with the City Clerk.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ROSEVILLE RESOLVES AS FOLLOWS:

1. **Recitals**. The foregoing recitals are true and correct.

2. **Necessity**. This City Council deems it necessary to incur bonded indebtedness in the maximum aggregate principal amount of $15,000,000 within the boundaries of the CFD for the purpose of financing the costs of all or a portion of the facilities defined in the Resolution of Formation (the "Facilities"), including, but not limited to, the costs of issuing and selling bonds to finance all or a portion of the Facilities and the costs of the City in establishing and administering the CFD.

3. **Entire CFD Liable**. The whole of the CFD shall pay for the bonded indebtedness through the levy of the special tax. The tax is to be apportioned in accordance with the formula set forth in Exhibit B to the Resolution of Formation.

4. **Bonds**. Bonds in the maximum amount of $15,000,000 are hereby authorized subject to voter approval. The bonds may be issued in one or more series and mature and bear interest at such rate or rates, payable semiannually or in such other manner, all as this City Council or its designee shall determine, at the time or times of sale of such bonds; provided, however, that the interest rate or rates shall not to exceed the maximum interest rate permitted by applicable law at the time of sale of the bonds and any series thereof shall have a maximum term of not to exceed 40 years.

5. **Election**. The proposition of incurring the bonded indebtedness herein authorized shall be submitted to the qualified electors of the CFD and shall be consolidated with elections on the proposition of levying special taxes within the CFD and the establishment of an appropriations limit for the CFD pursuant to Section 53353.5 of the Act. The time, place and further particulars and conditions of such election shall be as specified by separate resolution of this City Council.

6. **Effective Date**. This Resolution shall take effect upon its adoption.

*** * * * * ***

The foregoing Resolution was adopted by the City Council of the City of Roseville on the ____day of_____, 2022, on the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

_____
Mayor

ATTEST:

_____
City Clerk

ORDINANCE NO. 6573

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE LEVYING SPECIAL TAXES WITHIN CITY OF ROSEVILLE PARKSIDE AT SIERRA VISTA COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES)

WHEREAS, on October 19 2022, this City Council (the "City Council") of the City of Roseville (the "City"), adopted a resolution stating its intention to establish "City of Roseville Parkside at Sierra Vista Community Facilities District No. 1 (Public Facilities)" (the "CFD") pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, sections 53311, *et. seq.*, of the California Government Code (the "Act"), to finance the acquisition and construction of certain facilities;

WHEREAS, notice was published as required by the Act relative to the intention of this City Council to form the CFD, to provide for certain facilities and to incur bonded indebtedness for the CFD in an amount not to exceed $15,000,000;

WHEREAS, this City Council has held noticed public hearings as required by the Act relative to (i) the determination to proceed with the formation of the CFD, and the rate and method of apportionment of the special tax to be levied within the CFD to finance a portion of the costs of the facilities and (ii) the issuance of not to exceed $15,000,000 of bonded indebtedness for the CFD;

WHEREAS, at said hearing all persons desiring to be heard on all matters pertaining to the formation of the CFD, and the levy of said special taxes within the CFD were heard, substantial evidence was presented and considered by this City Council and a full and fair hearing was held;

WHEREAS, subsequent to the hearing, this City Council adopted resolutions entitled "A Resolution of the City Council of the City of Roseville to Form City of Roseville Parkside at Sierra Vista Community Facilities District No. 1 (Public Facilities)" (the "Resolution of Formation"), "A Resolution Determining Necessity to Incur Bonded Indebtedness of the City Council of the City of Roseville for Parkside at Sierra Vista Community Facilities District No. 1 (Public Facilities)" (the "Resolution of Necessity") and "Resolution Calling Special Election of the City Council of the City of Roseville Regarding City of Roseville Parkside at Sierra Vista Community Facilities District No. 1 (Public Facilities)," which resolutions defined the public facilities to be financed by the CFD (the "Facilities"), established the CFD, authorized the levy of a special tax with the CFD, determined the necessity to incur bonded indebtedness in the CFD and called an election within the CFD on the propositions of incurring indebtedness, levying a special tax, and establishing an appropriations limit within the CFD, respectively; and

WHEREAS, on December 7, 2022 a special election was held within the CFD at which the eligible landowner-electors approved such propositions by the two-thirds vote required by the Act.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ROSEVILLE, as follows:

Section 1. By the passage of this Ordinance, the City Council hereby authorizes and levies special taxes within the CFD pursuant to the Act, at the rate and in accordance with the formula (the "Rate and Method") set forth in the Resolution of Formation, which Resolution of Formation is by this reference incorporated herein, or the applicable Unanimous Approval which rate and method is by this reference incorporated herein. The special taxes are hereby levied commencing in fiscal year 2023-24 and in each fiscal year thereafter until payment in full of any bonds issued by the City for the CFD (the "Bonds") or such longer period provided in the Rate and Method, as contemplated by the Resolution of Formation and the Resolution of Necessity, and all costs of administering the CFD.

Section 2. The Finance Director of the City is hereby authorized and directed each fiscal year to determine the specific special tax rate and amount to be levied for the next ensuing fiscal year for each parcel of real property within the CFD, in the manner and as provided in the Resolution of Formation.

Section 3. Except as set forth in the Rate and Method, properties or entities of the State, federal or local governments shall be exempt from any levy of the special taxes. In no event shall the special taxes be levied on any parcel within the CFD in excess of the maximum tax specified in the Resolution of Formation.

Section 4. All of the collections of the special tax shall be used as provided for in the Act, the Rate and Method and in the Resolution of Formation including, but not limited to, the payment of principal and interest on the Bonds, the replenishment of the reserve fund for the Bonds, the payment of the costs of the Facilities, the payment of the costs of the City in administering the CFD, and the costs of collecting and administering the special tax.

Section 5. The special taxes shall be collected in the same manner as ordinary ad valorem taxes are collected and shall have the same lien priority, and be subject to the same penalties and the same procedure and sale in cases of delinquency as provided for ad valorem taxes; provided, however, that this City Council may provide for other appropriate methods of collection by resolutions of this City Council. In addition, the provisions of Section 53356.1 of the Act shall apply to delinquent special tax payments. The Finance Director of the City is hereby authorized and directed to provide all necessary information to the auditor/tax collector of the County of Placer in order to effect proper billing and collection of the special tax, so that the special tax shall be included on the secured property tax roll of the County of Placer for fiscal year 2023-24 and for each fiscal year thereafter until the Bonds are paid in full or such longer period of time provided in the Rate and Method.

Section 6. If for any reason any portion of this Ordinance is found to be invalid, or if the special tax is found inapplicable to any particular parcel within the CFD by a court of competent jurisdiction, the balance of this Ordinance and the application of the special tax to the remaining parcels within the CFD shall not be affected.

Section 7. The Mayor shall sign this Ordinance and the City Clerk shall cause the same to be published within fifteen (15) days after its passage at least once in a newspaper of general circulation published and circulated in the City.

Section 8. This Ordinance shall take effect 30 days from the date of final passage.

****

The foregoing Ordinance was adopted by the City Council of the City of Roseville on the _____day of_____, 2022, on the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

_____
Mayor

ATTEST:

_____
City Clerk

Hearing Report

Parkside at Sierra Vista Community Facilities District No. 1 (Public Facilities)

The Economics of Land Use

Prepared for:
City of Roseville

Prepared by:
Economic & Planning Systems, Inc. (EPS)

November 2022

EPS #222084

Economic & Planning Systems, Inc.
455 Capitol Mall, Suite 701
Sacramento, CA 95814
916 649 8010 tel
916 649 2070 fax

Oakland
Sacramento
Denver
Los Angeles

www.epsys.com

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1. Introduction

Background

The City of Roseville (City) retained Economic & Planning Systems, Inc. (EPS) to support its efforts to create a Mello-Roos Community Facilities District (CFD) for the Parkside at Sierra Vista (Parkside) development, located in the Sierra Vista Specific Plan (SVSP) area, north of Vista Grande Boulevard and west of Market Street. The objective of establishing a CFD is to create a land-secured funding mechanism to help fund construction of authorized facilities of the CFD that then would transition, after a specified period, to help fund authorized services.

Overall, the Parkside area includes more than 17 acres of developable property approved for 135 dwelling units (currently planned as 135 medium-density residential [MDR] units. Parkside will be initially developed by JMC Homes (Developer) as a "for-rent" residential development. As for-rent product, the Developer intends to not impose an annual special tax levy by asking the City to either issue CFD bonds or to request pay-as-you-go (PAYGO) funding to acquire authorized facilities of the CFD. At some future date, the Developer may sell the for-rent product to individual owners. The CFD will be "activated" at that point, and the CFD will incur authorized costs that will trigger the initial special tax levy and collection.

Purpose of the CFD

The CFD is being formed primarily to allow the Developer to use CFD special tax funding to pay deferred development impact fee obligations of Parkside. The CFD will also be authorized to fund (if desired by the Developer) major road improvements, potable and non-potable water system improvements, drainage system improvements, wastewater system improvements, solid waste improvements, park and paseo improvements, open space improvements, utilities, and other authorized facilities under the Mello-Roos Act, serving Parkside as a condition of the City's approval of the development.

Through the transition of the facilities special tax to the maintenance special tax, the CFD may also fund long-term repair and replacement of authorized facilities once CFD bonds have been defeased and other obligations of the CFD for authorized facilities have been fulfilled. Once these facilities special tax obligations have been fulfilled, the City has the discretion to levy the maintenance special tax to help fund long-term repair and replacement of such facilities.

The Resolution of Intention to form the CFD was approved at the regular City Council meeting October 19, 2022. The public hearing and Resolution of Formation are scheduled for the regular City Council meeting December 7, 2022.

Authorized to issue up to $15 million in bonds, the first series of bonds are intended to be issued in the fiscal year following the initial sale of for-rent product to individual owners. **Map 1** shows the proposed boundaries of the CFD.

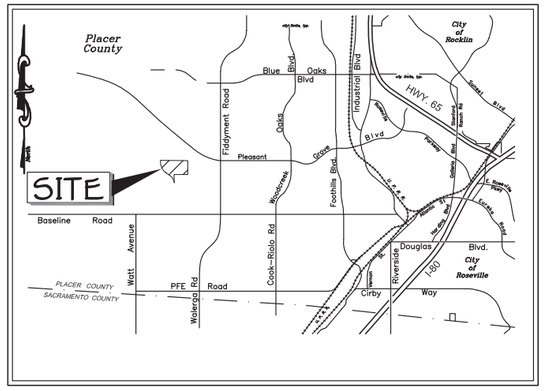
Organization of the Report

This report consists of these 5 chapters and 2 exhibits:

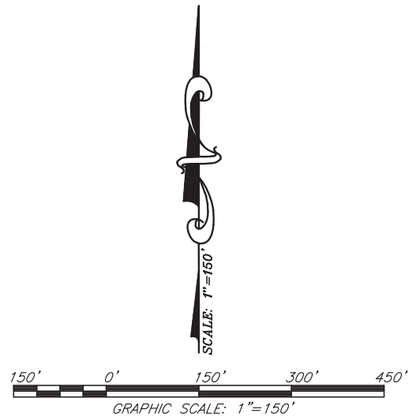
- **Chapter 1** includes this introduction.
- **Chapter 2** describes the proposed land uses in the CFD.
- **Chapter 3** describes authorized facilities to be funded in the CFD, the costs, and the cost allocations.
- **Chapter 4** describes the maximum CFD bond authorization and the maximum annual special tax.
- **Chapter 5** describes the structure of the CFD.
- **Exhibit A** provides the Facilities Rate, Method of Apportionment, and Manner of Collection of Special Tax (RMA).
- **Exhibit B** provides the List of Authorized Facilities and Services.

Map 1

BOOK _____ OF COMMUNITY FACILITIES DISTRICT, PAGE _____



VICINITY MAP



PROPOSED BOUNDARY MAP

PARKSIDE AT SIERRA VISTA
COMMUNITY FACILITIES DISTRICT NO. 1

(PUBLIC FACILITIES)

CITY OF ROSEVILLE, COUNTY OF PLACER

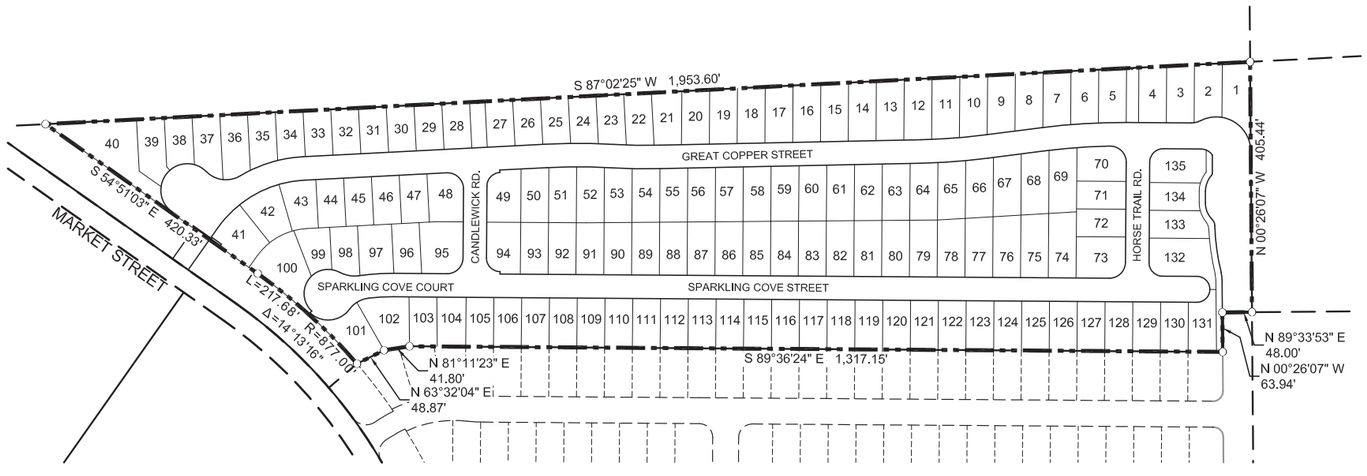
STATE OF CALIFORNIA

SCALE: 1" = 150' SHEET 1 OF 1

REFERENCE IS HEREBY MADE TO THAT CERTAIN MAP ENTITLED "BOUNDARIES OF PARKSIDE AT SIERRA VISTA COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES), CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA," FILED THE ___TH DAY OF _____, 2022, AS DOCUMENT NO. _____ IN BOOK ___ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICT AT PAGE ___, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF PLACER, STATE OF CALIFORNIA, WHICH THIS ANNEXATION MAP EXISTS.

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF PARKSIDE AT SIERRA VISTA COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES), CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF ROSEVILLE, AT A REGULAR MEETING THEREOF HELD ON THE ____ DAY OF _____, 2022, BY ITS RESOLUTION NUMBER _____.

_____
CARMEN AVALOS, CITY CLERK
CITY OF ROSEVILLE
PLACER COUNTY, CALIFORNIA



FILED THIS _____ DAY OF _____, 2022, AT THE HOUR OF _____ O'CLOCK, __.M.,

IN BOOK _____ OF MAPS OF COMMUNITY FACILITIES DISTRICT, AT PAGE _____,

IN THE OFFICE OF THE RECORDER OF THE COUNTY OF PLACER, STATE OF CALIFORNIA.

DOC NO._____ RYAN RONCO
PLACER COUNTY RECORDER

FEE: _____ BY:_____
DEPUTY

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA THIS _____ DAY OF _____, 2022.

_____
CARMEN AVALOS, CITY CLERK
CITY OF ROSEVILLE
PLACER COUNTY, CALIFORNIA

LEGEND:

DISTRICT BOUNDARY

MAP PREPARED BY:

BAKER-WILLIAMS ENGINEERING GROUP
Engineering / Surveying / Land Planning / Entitlement Processing / GPS Services
6020 Rutland Drive, Suite 19 ~ Carmichael CA 95608
(916) 331-4336 ~ fax (916) 331-4430 ~ office@bwengineers.com

2. Land Uses

The City intends to form the Parkside CFD No. 1 over a portion the SVSP area, located north of Vista Grande Boulevard and west of Market Street. The Parkside area includes more than 17 acres of property approved for approximately 135 MDR dwelling units. The Parkside property is anticipated to begin development in fall of 2023. **Table 1** shows proposed land uses.

The 135 residential units will initially be offered as for-rent product by the Developer. The Developer may sell the for-rent units to individual owners in the future, at which time, the single-family home will become subject to the levy and collection of the special tax.

The objective of establishing a CFD is to create a land-secured funding mechanism to be used to fund construction of authorized facilities of the CFD.

Table 1
Parkside at Sierra Vista CFD No. 1 (Public Facilities)
Infrastructure CFD Parcels

Assessor's Parcel Number	Village Number	Land Use	Acres	Planned Units
498-180-001	FD-24 (Portion)	MDR	4.63	30
498-180-002	FD-24 (Portion)	MDR	6.35	49
498-180-003	FD-24 (Portion)	MDR	6.36	56
Totals			**17.34**	**135**

"land_use"

Source: EPS

3. Authorized Facilities and Estimated Facility Costs

This chapter describes the authorized facilities eligible to be financed or otherwise funded through the CFD with the proceeds of CFD bonds on a PAYGO basis from special taxes levied under the CFD.

Authorized Facilities of the CFD

The CFD is authorized to fund certain facilities required to serve the Parkside. Authorized facilities are identified in the List of Authorized Facilities (**Exhibit B** of this report). Authorized facilities are briefly discussed below.

Transportation Improvements

Public roadway improvements designed to meet the needs of the project, including those improvements identified in the project Development Agreement (DA) Sections 3.5.17 and 3.5.18, include:

- Federico Drive.
- Fiddyment Road.
- Market Street.
- Santucci Boulevard.
- Summerfaire Drive.
- Silver Spruce Drive.
- Sierra Glen Drive.
- Vista Park Drive.
- Vista Grande Boulevard.
- Westbrook Boulevard.

Eligible roadway improvements include the following items: acquisition of land and easements; roadway design; project management; geotechnical engineering, testing, and observations; bridge crossings and culverts; clearing, grubbing, and demolition; grading, soil import/export, paving (including slurry seal), and decorative/enhanced pavement concrete or pavers; power pole relocations; joint trenches, underground utilities, and undergrounding of existing utilities; dry utilities and appurtenances; curbs, gutters, sidewalks, bike trails (including on- and off-site), park-and-ride facilities, bus rapid transit improvements, including transfer stations and regional public transit improvements; retaining walls, sound walls, enhanced fencing, and access ramps; street lights, signalization, and traffic signal control systems; bus turnouts; signs and striping; erosion control; median and parkway landscaping and irrigation; entry monumentation; bus shelters;

masonry walls; traffic control and agency fees; and other improvements related thereto. Eligible improvements for the roads listed above also include any and all necessary underground potable and non-potable water, sanitary sewer, and storm drainage system improvements.

Potable and Non-Potable Water System Improvements

Authorized facilities include any and all on- and off-site backbone water facilities designed to meet the needs of development of the project. These facilities include potable and non-potable mains, valves, services, and appurtenances; wells; and water treatment and storage facilities, and related improvements, including but not limited to site clearing, grading, and paving; curbs and gutters; recycled water storage tanks, booster pump stations, and all appurtenances thereto; wells; water treatment; stand-by generator; site lighting, drainage, sanitary sewer, and water service; landscaping and irrigation; access gates and fencing; striping and signage; and the following:

- Water lines in/associated with authorized facility roads.
- Recycled water lines in/associated with authorized facility roads.
- Well construction or financial contributions thereto on, but not limited to JM-60.
- Water Tank Site Improvements (DA Section 3.8.2).
- Recycled Water Storage Tank Facility.
- Reimbursement obligation for the Baseline Road 24” water line (DA Section 3.8.3).
- CFD obligations for RW tank(s) required by DA Section 3.9.

Drainage System Improvements

Authorized facilities include any and all on- and off-site backbone drainage and storm drainage improvements designed to meet the needs of development of the project. These facilities include mains, pipelines and appurtenances, outfalls and water quality measures, temporary drainage facilities, detention/retention basins, and drainage pretreatment facilities; drainage ways/channels, pump stations, landscaping, and irrigation; access roads, gates, and fencing; striping and signage; and the following:

- All storm drain lines and facilities in/associated with authorized facility roadways.
- Retention, detention, hydro-modification, and other drainage facilities.

Wastewater System Improvements

Authorized facilities include any and all on- and off-site backbone wastewater facilities designed to meet the needs of development of the project. These facilities include pipelines and all appurtenances thereto; manholes; tie-in to existing main line; force mains; lift stations; odor-control facilities; sewer treatment plant improvements and permitting related thereto; and related sewer system improvements, including but not limited to all wastewater facilities in/associated with authorized facility roadways.

Solid Waste Improvements

Authorized facilities include any and all backbone solid waste improvements designed to meet the needs of development of the project. Eligible improvements also include the project's pro-rata contribution, as described in the project DA, to the SVSP Solid Waste Recycling Center (DA Section 3.26(iii)).

Park, Landscape Corridor, and Paseo Improvements

Authorized facilities include any and all improvements to parks, landscape corridors, and paseos located in the project, including but not limited to:

- Construction of Park Sites as identified by the Specific Plan.
- Construction of Paseos as identified by the Specific Plan.

Open Space Improvements

Authorized facilities include any and all open space improvements designed to meet the needs of development of the project, including bike trails, bike/pedestrian bridges, storm drain crossings, storm drain detention/retention, wetland mitigation, tree mitigation, on- and off-site hawk/raptor mitigation, agricultural mitigation or wetland mitigation, property acquisition, endowment payments for open space management, landscaping and irrigation, access gates and fencing, and related open space improvements, including but not limited to:

- Improvements as identified by the Specific Plan.
- Wetland creation, mitigation, fencing, etc.

Utilities

Authorized facilities include any and all on- and off-site utility improvements designed to meet the needs of development of the project. All utility improvements, easement payments, and land acquisition not located under or alongside transportation improvements are considered authorized facilities. Authorized facilities also shall include costs related to the acquisition of the off-site electric substation site; site clearing; grading; street frontage improvements, including curbs, gutters, and paving; and construction of an all-weather access

road to the site from the nearest public street or extension of temporary 12kV overhead lines as described in the project DA, including but not limited to:

- SVSP Electric Substation site acquisition, and improvements required by DA Section 3.11.3.
- Temporary overhead 12kV lines to loop SVSP substation to line in West Roseville Specific Plan (WRSP) Phases 3 and 4.

Other Public Facilities

Authorized facilities include any and all public facilities or infrastructure, including the project's pro-rata contribution to the land acquisition of the off-site fire station site, site clearing, grading, and street frontage improvements including curbs, gutters, and paving, including but not limited to fire station site reimbursement obligations in DA Section 3.23.

Development Impact Fees

Authorized facilities include development impact fees paid and not otherwise reimbursed, whether standard City or Placer County fees levied at the time of the issuance of a building permit or required as part of the DA for the property. Fees include, but are not limited to, the South Placer Regional Transportation Authority Tier II Traffic Fee, the Citywide Park Fee, the City Public Facilities Fee, and the Public Benefit Fee (as defined in Section 3.14.3 of the DA for the property).

Formation, Administrative, and Incidental Expenses

In addition to the above facilities, other expenses incidental to the above and authorized by the Mello-Roos Community Facilities Act of 1982, including but not limited to the cost of planning, permitting, and designing the facilities (including the cost of environmental evaluation, orthophotography, environmental remediation/mitigation, and preparation of an overarching Operation and Maintenance Plan for the City Open Space Preserves); land acquisition and easement payments for the facilities; project management; construction staking; engineering studies and reports; utility relocation and demolition costs incidental to construction of the facilities, wetland/species mitigation purchase; reimbursements to other areas for infrastructure facilities or planning serving development in the CFD; SVSP planning, legal, engineering, and technical studies costs related to the facilities; and any other expenses incidental to the construction, completion, and inspection of the facilities.

In addition, costs eligible to be financed by the CFD shall include all costs associated with the formation and ongoing administration of the CFD and issuance of bonds; determination of the amount of taxes and collection of taxes; inspection, plan check, and other costs related to acceptance of the facilities by the City; payment of taxes; and any other costs incurred to carry out the authorized purposes of the CFD.

Authorized Services

The authorized services to be funded from the levy and collection of annual maintenance special taxes are the provision of public services, maintenance, and operation related to any facilities authorized to be funded by the CFD with a useful life of 5 or more years, including but not limited to performance by employees of functions and repair activities. Maintenance as used herein includes replacement and the creation and funding of a reserve fund to pay for a replacement of such facilities. The maintenance special taxes shall only fund authorized services to the extent they are in addition to those provided to land in the CFD before the creation of the CFD.

Authorized Facilities Estimated Costs

The City is administering the SVSP Fee Program that includes approximately $150 million in backbone infrastructure and other public improvements. With Parkside CFD No. 1, the Developer intends to fund as much of the project's proportional obligation to the SVSP Fee Program infrastructure as possible. **Table 2** shows total estimated fees of $1.5 million, shown in 2022 dollars.

Development Impact Fee Deferrals

In addition to backbone infrastructure, the CFD is authorized to fund deferred impact fees. Through the DA, the Developer is entitled to defer certain impact fees identified in the DA. These are the fees eligible for deferral:

- South Placer Regional Transportation Authority (SPRTA) Tier II Traffic Fees.
- Citywide Park Fee.
- City Public Facilities Fee.
- City Public Benefit Fee.

As described in more detail later in this report, repayment of impact fee deferrals will follow reimbursement for eligible backbone infrastructure.

Table 2
Parkside at Sierra Vista CFD No. 1 (Public Facilities)
Authorized Facilities Costs

Item	Estimated Total Cost
Deferred Tier II Traffic Fees (50%)	$1,131,570
Deferred Park Fees (100%)	$325,890
Total	**$1,457,460**

ph1cost

Source: JMC Homes

4. CFD Bond Authorization and Maximum Annual Special Tax

This chapter will discuss the maximum CFD bond authorization and maximum annual special taxes as proposed by the Developer for each taxable land use type. The CFD will have special taxes for the funding of authorized facilities. This annual facilities special tax will be transitioned to an annual maintenance special tax to fund authorized services of the CFD when authorized facilities obligations of the CFD have been fulfilled. These special tax programs will be discussed further in **Chapter 5** of this report.

CFD Bond Authorization and Funding Strategy

The DA authorized the use of the CFD to fund authorized facilities of the CFD and outlined a basic structure for the CFD.

The DA identified the following sources of potential funding for authorized facilities of the CFD:

- CFD Bonds.
- CFD PAYGO.
- Owner Equity/Private Financing.

Each funding source is discussed below.

Maximum CFD Bond Authorization and Series A Bond Sale

The CFD is authorized to issue up to $15 million in bonds. The property owner is anticipated to ask the City to sell the bonds in the fiscal year following the sale of a for-rent home to an individual homebuyer. It is anticipated there will be one bond sale under the CFD.

CFD PAYGO

Special taxes levied and not needed to fund CFD bond debt service or City administration of the CFD may be used for PAYGO expenditures for authorized CFD facilities not reimbursed with CFD bond proceeds. As memorialized in the DA, the City has agreed to provide PAYGO funding to the Developer for the first 30 years of the CFD.

Following Developer use of CFD PAYGO revenues, the City reserves the right to continue the special tax levy to pay the development impact fee deferral on a PAYGO basis. The City also has discretion to reimburse itself for deferred fees through a CFD bond sale in addition to PAYGO revenues.

Owner Equity/Private Financing

To the extent there are any shortfalls in the funding sources for authorized facilities, owner equity or private financing will be used to fund construction of such facilities.

Maximum Annual Special Tax

A facilities special tax will be assigned to taxable parcels at formation of the CFD. This facilities special tax will initially be used to fund the costs of authorized facilities (as defined in the previous chapter). Once all facilities special tax obligations to fund facilities have been completed, the maintenance special tax will be assigned to taxable parcels for the City's use for long-term repair and replacement of authorized facilities. The Parkside CFD No. 1 RMA includes the following two special taxes:

- Facilities Special Tax.
- Maintenance Special Tax.

The facilities special tax will be assigned and collected before the "transition event" for the special tax programs. Following the transition event, the facilities special tax will no longer be assigned to taxable parcels and will be replaced by the maintenance special tax. The transition event is discussed in detail in the next chapter.

Each special tax program is discussed below.

Facilities Special Tax

The developer provided the City with recommended maximum annual special taxes for various land use categories, based on market conditions and the range of maximum annual special tax rates in neighboring City areas. **Table 3**, which is **Attachment 2** from the RMA, shows the maximum annual special tax rates for the following tax categories:

- Low-density residential (LDR).
- MDR.
- Medium-density affordable—middle.
- High-density affordable—low.
- High-density affordable—very low.
- Nonresidential.

Table 3 shows the maximum annual special tax per tax category in the base year of Fiscal Year (FY) 2023-24. The maximum annual special tax for LDR is $1,987. The maximum annual special tax for MDR units is $1,767. The maximum annual special tax for affordable units is $0.

Nonresidential uses (including community commercial [CC]) are assigned a maximum annual special tax of $0 per acre. The maximum annual special tax for high-density residential (HDR) uses, whether for sale or for rent, has been established at $0 at CFD formation. Finally, **Table 4**, which is **Attachment 3** from the RMA, shows the maximum annual special tax for each original CFD parcel in the base year.

Maintenance Special Tax

The maximum maintenance special tax is shown in **Table 5** for all tax categories. The maintenance special tax is set at 50 percent of the maximum facilities special tax in the base year. The maintenance special tax will not be levied at the same time as the facilities special tax and would be assigned only to taxable parcels following the transition event.

Overall Tax Burden for Single-Family Residential

The DA and City policies stipulate that the overall tax burden after formation of a CFD not exceed 2 percent of the estimated sales price of a single-family residential home. Estimated sales prices of residential homes were provided by the Developer. **Table 6** shows the estimated total effective tax rate for prototypical uses in the CFD. The test includes all current ad valorem property taxes, the CFD special tax, an estimated services CFD special tax, and the City CFD No. 3. One residential product (MDR) is proposed for this CFD and is shown in **Table 5**.

Ad valorem property tax rates were derived from copies of the FY 2022-23 property tax bills. The overall tax burden for single-family residential homes proposed for the CFD is 1.70 percent. The special tax is expected to first be collected after the earliest of the following two events:

1. Ten years from the issuance of the first building permit for residential construction.
2. The initial sale of a home to an individual buyer.

Table 3
Parkside at Sierra Vista CFD No. 1 (Public Facilities)
Assigned Maximum Annual Special Tax for Original Parcels (Base Year of FY 2023-24) [1] [2]

Original Parcel	Village Number	Expected Land Uses				Assigned Maximum Annual Special Tax per Unit [1] [2]	Assigned Maximum Annual Special Tax per Village [1] [2]
		Tax Category	Acres	Planned Units	Planned Units per Acre		
498-180-001	FD-24 (Portion)	MDR	4.63	30	6.5	$1,767.00	$53,010.00
498-180-002	FD-24 (Portion)	MDR	6.35	49	7.7	$1,767.00	$86,583.00
498-180-003	FD-24 (Portion)	MDR	6.36	56	8.8	$1,767.00	$98,952.00
CFD Totals			**17.34**	**135**			**$238,545.00**

"att3"

[1] This amount may be increased by the Tax Escalation Factor in each Fiscal Year following the Base Year as described in this RMA.
[2] If amended to included Annexation Parcels, the Maximum Annual Special Tax for Annexation Parcels would also be subject to the Tax Escalation Factor.

Table 4
Parkside at Sierra Vista CFD No. 1 (Public Facilities)
Maximum Annual Special Taxes by Tax Category
for the Base Year of FY 2023-24 [1]

Expected Land Uses (Tax Category)	Maximum Annual Special Tax Per Unit/Taxable Acre [1]
Residential Uses	***per Unit***
Low Density Residential (LDR)	$1,987.00
Medium Density Residential (MDR)	$1,767.00
High Density Residential (HDR) [2]	
High Density Residential (HDR) For-Sale [2]	$0.00
High Density Residential (HDR) For-Rent [2]	$0.00
Affordable Medium Density Residential	$883.50
Affordable High Density Residential [2]	$0.00
Nonresidential Uses [2]	***per Taxable Acre***
Mixed Use (MU) [2]	$0.00
Business Professional (BP) [2]	$0.00
Community Commercial (CC) [2]	$0.00
Undeveloped Property	$13,757.00

"att2"

[1] This amount may be increased by the Tax Escalation Factor in each Fiscal Year following the Base Year as described in this RMA.

[2] If a Low Density Residential, Medium Density Residential or Affordable Medium Density Residential Parcel with a Special Tax is rezoned to a use with an identified Special Tax of $0 in this attachment, the Special Tax would be assigned to the Parcel using the provisions of Section 4 of this RMA.

Table 5
Parkside at Sierra Vista CFD No. 1 (Public Facilities)
Maximum Annual Maintenance Special Taxes by Tax Category
for the Base Year of FY 2023-24 [1]

Expected Land Uses (Tax Category)	Maintenance Special Tax per Unit/Taxable Acre Before Transition Event [1]	 After Transition Event [1]
Residential Uses	***per Unit***	***per Unit***
Low Density Residential (LDR)	$0.00	$993.50
Medium Density Residential (MDR)	$0.00	$883.50
High Density Residential (HDR) [2]		
High Density Residential (HDR) For-Sale [2]	$0.00	$0.00
High Density Residential (HDR) For-Rent [2]	$0.00	$0.00
Affordable Medium Density Residential	$0.00	$441.75
Affordable High Density Residential [2]	$0.00	$0.00
Nonresidential Uses [2]	***per Taxable Acre***	
Mixed Use (MU) [2]	$0.00	$0.00
Business Professional (BP) [2]	$0.00	$0.00
Community Commercial (CC) [2]	$0.00	$0.00
Undeveloped Property	$0.00	$6,878.50

"att4"

[1] This amount is subject to increase by the Tax Escalation Factor in each Fiscal Year following the Base Year as described in this RMA.

[2] If a Low Density Residential, Medium Density Residential or Affordable Medium Density Residential Parcel with a Special Tax is rezoned to a use with an identified Special Tax of $0 in this attachment, the Special Tax would be assigned to the Parcel using the provisions of Section 4 of this RMA.

Table 6
Parkside at Sierra Vista CFD No. 1 (Public Facilities)
Base Year FY 2023-24 Estimated Annual Taxes and Assessments

Item	Assumption	MDR
Estimated Home Price [1]		$509,990
Homeowner's Exemption		($7,000)
Estimated Assessed Value		**$502,990**
Ad Valorem Property Taxes (TRA 005-070) [2]	*FY 2022/23*	
General Ad Valorem	1.00000%	$5,030
Sierra College SFID #4 GO Bond 2018 Series A	0.00241%	$12
Sierra College SFID #4 GO Bond 2018 Series B	0.01619%	$81
Center Joint Unif B&I	0.10410%	$524
Center Joint Unif B&I 2008 Series 2020A	0.00700%	$35
Center Joint Unif B&I 2008 Series 2020A Refunding	0.03070%	$154
Center Joint Unif B&I 2008 Series 2020B Refunding	0.00220%	$11
Center Joint Unif B&I 2008 Series 2021B Refunding	0.01000%	$50
Subtotal Ad Valorem Property Taxes	**1.17260%**	**$5,898**
Direct Charges and Assessments		
City of Roseville CFD No. 1 (Public Facilities) [3]		$1,767
City of Roseville CFD No. 2 (Public Services) [4]		$471
City of Roseville CFD No. 3 (Municipal Services) [5]		$508
Placer Mosquito & Vector Control		$6
Subtotal Direct Charges and Assessments		**$2,752**
Total Ad Valorem Property Taxes and Direct Charges		**$8,650**
Overall Tax Burden		**1.70%**

2 percent

Source: County of Placer; City of Roseville; EPS.

[1] Provided by JMC Homes
[2] Ad Valorem tax rates based on FY 2022-2023.
[3] CFD No. 1 Special Tax will be collected after the initial sale of an existing home to individual owners, or after 10 years from the issuance of the building permit for construction of a home.
[4] Tax Zone D of Sierra Vista Specific Plan CFD No. 2 (Public Services).
[5] Based on CFD No. 3 as identified in the project Development Agreement escalated to 2022-23.

5. Structure of the CFD

Description of the CFD

The CFD is being formed to fund deferred development impact fees for infrastructure and facilities that will serve Parkside. The attached exhibits are documents contained in the Resolution of Formation (ROF). **Exhibit A** is the CFD RMA, and **Exhibit B** is the List of Authorized Facilities and Services. Through the transition of the facilities special tax to the maintenance special tax, the CFD may also fund long-term repair and replacement of authorized facilities once CFD bonds have been defeased and other obligations of the CFD for authorized facilities have been fulfilled. Once these facilities special tax obligations have been fulfilled, the City has the discretion to levy the maintenance special tax to help fund long-term repair and replacement of such facilities.

The CFD Funding Program

The CFD will be authorized to levy and collect the special tax to pay all annual costs of the CFD, including funding for authorized facilities not funded through CFD bond proceeds, which may be paid on a PAYGO basis, during the first 30 years of the special tax levy.

The facilities special tax will not be collected until the earlier of the following two events:

1. Ten years from the issuance of the first building permit for residential construction.
2. The initial sale of a home to an individual buyer.

The CFD will be authorized to levy and collect the special tax to pay all annual maintenance costs of the CFD following the transition event.

Transition Event for Special Taxes

The special taxes for the CFD are intended to first fund authorized facilities of the CFD and then to fund authorized services of the CFD. As described below, the facilities special tax shall be effective during an initial bonding period and thereafter during a deferral bonding period. The idea is that the facilities special tax may be levied to fund authorized facilities and to repay the City for deferred impact fees. The full estimated term of the deferred bonding period may not be required if deferred development impact fees are funded through special tax revenues on a PAYGO basis.

Once all obligations to fund authorized facilities have been satisfied, the facilities special tax will "transition" to a maintenance special tax to fund long-term repair and replacement costs for authorized facilities. This Transition Event from the levy of the annual facilities special tax to the maintenance special tax is discussed in further detail below.

Determining the Maximum Annual Special Tax

As stated in the previous chapter, the maximum annual special tax rates for the various tax categories were provided by the Developer and based, in part, on maximum annual special tax rates for other neighboring City areas. The maximum annual special tax rates are designed to be competitive with other residential development projects in south Placer County. **Table 3** shows the maximum annual special tax rates by tax category for the facilities special tax. **Table 5** shows the maximum annual special tax rates by tax category for the maintenance special tax.

Base Year

The base year is FY 2023-24. A base year is defined in the RMA as a means of defining the special tax base in a given fiscal year that is allowed to increase by a given factor over a period of time.

Annual Tax Escalation Factor

The administrator shall increase the maximum annual facilities special tax, the maximum annual maintenance special tax, and the related maximum annual special tax rates by the tax escalation factor in all fiscal years following the base year, up to the Transition Event. After the Transition Event, the maximum annual maintenance special tax may be increased up to 2 percent annually at the City's discretion.

Duration of the Special Tax

The facilities special tax will be levied and collected until the earlier of (1) the transition year or (2) FY 2087-88. The maintenance special tax may be levied and collected in perpetuity beginning with the transition year and in each year thereafter at the discretion of the City. The maintenance special tax will be levied and collected beginning in the transition year.

Definition of Initial Bonding Period

Because the CFD includes payment of deferred development impact fees, the CFD RMA distinguishes between the initial bonding period, during which authorized facilities may be financed, and the subsequent period, where development impact fees may be reimbursed. As defined in the RMA, Initial Bond Period means "30 years from the issuance of the first Building Permit or First Home Sale Trigger Event, whichever is earlier". The "First Home Sales Trigger Event" is defined as "a change in ownership of any Parcel with a Building Permit for Residential Uses from the Master Developer to a third party". The Developer intends to rent 135 homes for a period of approximately 10 years. After this time, the homes are to be sold to individual homeowners.

Definition of Annual Facilities Costs

The maximum annual facilities special tax established under the RMA is the maximum exposure to an annual facilities special tax levy for a given parcel of land. The actual amount of the levy is derived through determining the "annual facilities costs" of the CFD. The RMA identifies the annual facilities costs components as:

a. Debt service to be paid from facilities special taxes.

b. The amount needed to replenish the reserve fund for the bonds to the level required under the bond indenture, to the extent not included in a computation of annual facilities costs in a previous fiscal year.

c. Administrative expenses for such fiscal year.

d. The amount needed (1) to cure any delinquencies in the payment of principal or interest on bonds, which have occurred in the prior fiscal year and (2) to fund any foreseeable deficiency of the amount to be available for the payment of principal or interest on bonds, which are expected to occur in such fiscal year to the extent not included in a previous computation of annual costs in the current or any previous fiscal years.

e. The amount needed (1) to cure any delinquencies in the payment of the facilities special tax in the prior fiscal year, to the extent not otherwise included in a computation of annual facilities costs in the current or any previous fiscal year and (2) to fund any foreseeable deficiency in the payment of the facilities special tax for that fiscal year, which is expected to occur in such fiscal year, to the extent not included in a computation of annual facilities costs in the current or any previous fiscal year.

f. Authorized facilities funded on a PAYGO basis.

g. During the deferral bonding period, the amount needed to pay development impact fee deferrals not financed by bonds.

h. *Less* any available earnings on the reserve fund, the special tax funds, or any other available revenues of the CFD or the City that may be used to fund annual facilities costs.

Debt Service

Debt service would be that portion of the maximum annual special tax required to pay a parcel's share of the debt service. The proposed financing structure of the CFD anticipates that one or more series of CFD bonds may be issued.

Amount Needed to Replenish Reserve Fund

In the event the reserve fund is drawn on to pay debt service or expenses of the CFD, a facilities special tax may be levied to replenish the bond reserve fund to required funding levels. A facilities special tax should be levied once for each draw on the bond reserve fund, to the extent the bond reserve fund can be brought back to required funding levels with just one such levy. If for any reason the bond reserve fund remains underfunded in a fiscal year following the fiscal year in which facilities special taxes were levied to replenish it, a second facilities special tax levy should not be required to replenish the bond reserve fund.

Administrative Expenses

Administrative expenses of the CFD are the reasonable costs of administering the CFD each fiscal year. Examples of administrative expenses are costs of computing facilities special taxes and preparing annual facilities special taxes collection schedules; costs of collecting the facilities special taxes; costs of remitting the facilities special taxes to the Trustee; costs of the Trustee (including its legal counsel) in the discharge of the duties required of it under the Bond Indenture; costs to the City, the CFD, or their designees of complying with arbitrage rebate requirements; costs complying with the City, the CFD, or obligated persons disclosure requirements; costs associated with preparing special taxes disclosure statements; costs incurred in responding to public inquiries regarding the facilities special taxes; costs related to any appeal of the facilities special taxes; and amounts estimated to be advanced or advanced by the City for any other administrative purposes, including attorney's fees and other costs related to collection of the facilities special taxes and commencing and pursuing to completion any foreclosure of delinquent special taxes.

Amounts for Unpaid Facilities Special Taxes and Anticipated Delinquencies

The RMA allows for the levy of a facilities special tax to fund costs of unpaid facilities special taxes from a previous fiscal year or to fund anticipated facilities special tax delinquencies that may occur in the current fiscal year for which facilities special taxes are being levied. To the extent an amount is levied for a past delinquency, a second facilities special tax levy should not be levied for a facilities special tax delinquency that has already been accounted for in a previous-year facilities special tax levy.

Generally, facilities special taxes eventually are brought current, either through payment by a property owner or through judicial foreclosure proceedings. When facilities special tax installments are paid current, the amount needed to fund debt service and CFD administration will have been collected for previous years, including additional amounts that were needed only to cover delinquencies that are now current. As such, these additional amounts should be considered as being available by the CFD to fund annual facilities costs in the following fiscal year.

Authorized Facilities Funded on a PAYGO Basis

During the first 30 years, the DA entitles the Developer to use PAYGO revenues to fund authorized facilities. As such, facilities special tax revenues not needed to pay debt service during the first 30 years of the facilities special tax levy may be used to fund authorized CFD costs not otherwise funded with CFD bond proceeds.

Development Impact Fee Deferrals

As stated earlier, the DA entitles the Developer to defer certain development impact fees identified in the DA, which may be amended from time to time. Eligible fees include the SPRTA Tier II Traffic Fee and three selected City fees. To preserve the City's ability to obtain reimbursement for deferred fees, each series of CFD bonds that may be issued will be structured based on the revenues that are pledged toward that bond sale without consideration of wrapping debt service around a previous CFD bond sale. The concept generally is that once a taxable parcel has been taxed as a developed parcel for 30 years and that tax was used to pay debt service on a series of CFD bonds, the future facilities special tax levy on that parcel should be available for the City to recover deferred impact fees for that parcel.

It is not anticipated that the Developer will request that CFD bonds be issued to fund Authorized Facilities. Instead, it is expected that an initial bond issuance will be used to fund deferred development impact fees.

Earnings on Reserve Funds, Special Tax Funds, and Other Funds

All interest earnings on bond reserve funds, facilities special tax funds, or other funds should be used to offset annual costs when determining the amount required for the annual facilities special tax levy.

Transition Event and Maintenance Special Taxes

Following the initial bonding period, and when the administrator determines the development impact fee deferral has been repaid in full or beginning FY 2087-88 (whichever occurs first), the administrator will determine that the Transition Event has occurred. In the fiscal year following the Transition Event, the City shall no longer levy and collect the facilities special tax and will, in turn, begin the levy and collection of the maintenance special tax to fund the costs of authorized services, as defined in a previous chapter.

Definition of Annual Maintenance Costs

The maximum annual maintenance special tax established under the RMA is the maximum exposure to an annual maintenance special tax levy for a given parcel of land. The actual amount of the levy is derived through determining the "annual maintenance costs" of the CFD. The RMA identifies the annual maintenance costs components as:

a. Authorized services costs to be paid from maintenance special taxes.

b. Administrative expenses for such fiscal year.

c. The amount needed (1) to cure any delinquencies in the payment of the maintenance special tax in the prior fiscal year, to the extent not otherwise included in a computation of annual maintenance costs in the current or any previous fiscal year and (2) to fund any foreseeable deficiency in the payment of the maintenance special tax for that fiscal year, which is expected to occur in such fiscal year, to the extent not included in a computation of annual maintenance costs in the current or any previous fiscal year.

d. Less any available earnings on any reserve fund, maintenance special tax funds, or any other available revenues of the CFD or the City that may be used to fund annual maintenance costs.

Assignment of Maximum Annual Special Tax

Sections 4 and **5** of the RMA describe in detail the precise method for assigning the maximum annual facilities special tax, maximum annual maintenance special tax, and maximum annual special tax to parcels in the CFD. The RMA assigns a total maximum annual special tax to taxable parcels based on parcel configurations at the time of formation of the CFD and then as subdivision maps are recorded. Original parcels are those parcel configurations when the CFD is formed. Successor parcels are created as large lot subdivision maps are recorded, and then small lot final maps are recorded, defining individual buildable residential lots.

Original Parcels

Original parcels are assigned a maximum annual facilities special tax using **Attachment 3** of the RMA. **Attachment 3** (**Table 4** of this document) shows the total maximum facilities annual special tax and maximum annual facilities special tax per unit or per acre for each of the 5 original parcels.

Attachment 4 (**Table 5** of this document) shows the assigned maximum annual maintenance special tax before and after the Transition Event, for all tax categories.

Successor Parcels

Successor parcels are created when original parcels are subdivided by the recording of large lot subdivision maps or other parcel reconfigurations, such as through a lot line adjustment, and further subdivided into buildable residential lots. The RMA provides specific detail and definitions used in allocating the maximum annual facilities special tax to parcels in their final use, whether as residential or nonresidential parcels.

Attachment 3 (**Table 4** of this document) shows the maximum annual facilities special tax for planned large lot parcels. Each large lot is assigned one tax category, the number of planned residential units, and a maximum annual facilities special tax per unit or per acre. The maximum annual facilities special tax for a large lot parcel is the sum of the number of units in the tax category multiplied by the maximum annual facilities special tax for the tax category.

If fewer units are realized at recordation of a final map defining buildable lots than shown in **Table 4**, the maximum annual facilities special tax for the large lot parcel is divided by the actual number of residential units created by the final map to determine the maximum annual facilities special tax per unit. If more residential units are created by a final map than shown in **Table 4**, the maximum annual facilities special tax per unit is that amount shown in **Table 4**.

The RMA is structured to ensure that the maximum annual facilities special tax for a large lot is not reduced over time by anticipated development of each large lot. The facilities special tax revenue for large lot parcels may increase if higher densities are realized over time.

Maximum annual maintenance special taxes are identified for tax categories in **Attachment 4** (**Table 5** of this document).

Affordable Units

No affordable units are planned to be built in the CFD. Affordable units are assigned zero tax rates for facilities taxes and maintenance taxes. **Section 4.e** of the RMA discusses the assignment of the maximum annual special tax to affordable residential lots that are converted to market-rate housing units.

Conversion of a Tax-Exempt Parcel to a Taxable Parcel

If a tax-exempt parcel is not needed for public use or other nontaxable use and is converted to a taxable use or transferred to a private owner, it will become subject to the special tax. The maximum annual special tax for the newly assigned tax category for such a parcel is determined using the provisions of **Sections 4** and **5** of the RMA.

Taxable Parcels Acquired by a Public Agency

A taxable parcel that is acquired by a public agency after the CFD is formed will remain subject to the applicable special tax unless the special tax obligation is satisfied pursuant to Section 53317.5 of the Government Code. An exception to this may be made if a public parcel, such as a school site, is relocated to a taxable parcel, in which case the previously tax-exempt parcel of comparable acreage becomes a taxable parcel and the maximum annual special tax from the previously taxable parcel is transferred to the new taxable parcel. This trading of a parcel from a taxable parcel to a public parcel will be permitted to the extent there is no net loss in maximum CFD special tax revenue and the transfer is agreed to by the owners of the parcels involved in the transfer and the Finance Director.

Determination of Parcels Subject to Special Tax

By June 30 of each fiscal year, using the definitions in **Section 2** of the RMA, the parcel records of the Assessor's Secured Tax Roll as of January 1, and other City development approval records, the administrator will cause:

1. Each parcel to be classified as a taxable parcel or a tax-exempt parcel.
2. Each parcel to be classified as a developed parcel, a small lot tentative map parcel, a large lot parcel (including remainder parcels), or an undeveloped parcel.

Setting the Facilities Special Tax Levy for Taxable Parcels

To determine the annual levy, the administrator will use the process presented in **Section 7** of the RMA. In general, the provisions of **Section 7** describe the following procedures to set the annual facilities special tax levy for each taxable parcel:

- First, the administrator must compute the annual facilities costs using the definitions in **Section 2** of the RMA. Next, the administrator will levy the facilities special tax proportionately on all developed parcels, up to the amount of annual facilities costs or 100 percent of the maximum facilities special tax for developed property, whichever is less.
- If additional revenue is needed for annual facilities costs, the administrator shall levy the facilities special tax proportionately on all small lot tentative map parcels, such that when added to the levy on developed parcels, it is up to the amount of annual facilities costs or up to 100 percent of the maximum facilities special tax for small lot tentative map parcels, whichever is less.
- If additional revenue is needed for annual facilities costs, the administrator shall levy the facilities special tax proportionately on all large lot parcels, such that when added to the levies on parcels described above, it is up to the amount of annual facilities costs or up to 100 percent of the maximum facilities special tax for large lot parcels, whichever is less.
- If additional revenue is needed for annual facilities costs, the administrator shall levy the facilities special tax proportionately on all undeveloped parcels, such that when added to the levies on parcels described above, it is up to the amount of annual facilities costs or up to 100 percent of the maximum facilities special tax for large lot parcels, whichever is less.

Once the facilities special tax levy is determined for a fiscal year, the administrator creates the tax schedule to deliver to the County Auditor-Controller.

Setting the Maintenance Special Tax Levy for Taxable Parcels

Beginning in the transition year, the administrator will use the process presented in **Section 7** of the RMA to set the annual maintenance special tax levy. In general, the provisions of **Section 7** describe the following procedures to set the annual maintenance special tax levy for each taxable parcel:

- First, the administrator must compute the annual maintenance costs using the definitions in **Section 2** of the RMA. Next, the administrator will levy the maintenance special tax proportionately on all developed parcels, up to the amount of annual maintenance costs or 100 percent of the maximum maintenance special tax for developed property, whichever is less.
- If additional revenue is needed for annual maintenance costs, the administrator shall levy the maintenance special tax proportionately on all small lot tentative map parcels, such that when added to the levy on developed parcels, it is up to the amount of annual maintenance costs or up to 100 percent of the maximum maintenance special tax for small lot tentative map parcels, whichever is less.
- If additional revenue is needed for annual maintenance costs, the administrator shall levy the maintenance special tax proportionately on all large lot parcels, such that when added to the levies on parcels described above, it is up to the amount of annual maintenance costs or up to 100 percent of the maximum maintenance special tax for large lot parcels, whichever is less.
- If additional revenue is needed for annual maintenance costs, the administrator shall levy the maintenance special tax proportionately on all undeveloped parcels, such that when added to the levies on parcels described above, it is up to the amount of annual maintenance costs or up to 100 percent of the maximum maintenance special tax for large lot parcels, whichever is less.

Once the maintenance special tax levy is determined for a fiscal year, the administrator creates the tax schedule to deliver to the County Auditor-Controller.

Prepayment of the Special Tax Obligation

For residential uses, a property owner may at any time prepay 50 percent, but not more or less than 50 percent, of the maximum annual facilities special tax. Full prepayment is permissible for nonresidential use parcels. In addition to the above, full or partial prepayment is permitted only under the following conditions:

- The landowner prepaying the facilities special tax on a parcel has paid any delinquent facilities special tax and penalties on that parcel before prepayment.
- Following prepayment, amounts in the reserve fund are equal to or greater than the reserve fund requirement.
- The City determines the prepayment will not jeopardize its ability to make timely payments of debt service and maintain a 110 percent annual debt service coverage based on maximum annual special tax revenues in all years in which issued bonds will be outstanding.
- The portion of the prepayment for the development impact fee deferral shall only be used to pay for the development impact fee deferral whether it was or is to be funded through annual special tax payments or through bonded indebtedness.

The full and partial prepayment calculations are described in detail in **Section 8** of the RMA. Partial prepayments also must account for collection of any development impact fee deferral for a given parcel.

Interpretation, Application, and Appeal of Special Tax Formula and Procedures

Any taxpayer who feels the amount of the special tax assigned to a parcel is in error may file a notice with the administrator appealing the levy of the special tax. The administrator then will promptly review the appeal and, if necessary, meet with the applicant. If the administrator verifies that the tax should be modified or changed, the special tax levy will be corrected and, if applicable in any case, a credit or refund will be granted.

Interpretations may be made by the City, without resolution or ordinance of the City Council, for purposes of clarifying any vagueness or ambiguity as it relates to the special tax rate, the method of apportionment, the classification of properties, or any definition applicable to the CFD.

Without City Council approval, the Finance Director may make minor, non-substantive administrative and technical changes to the provisions of the RMA that do not materially affect the rate, method of apportionment, or manner of collection of the special tax for purposes of administrative efficiency or convenience or to comply with new applicable federal, state, or local law.

Manner of Collection

The special tax will be collected in the same manner and at the same time as ad valorem property taxes. As specified in **Section 10** of the RMA, the administrator or their designee may directly bill the special tax and may collect the special tax at a different time, such as on a monthly or other periodic basis, or in a different manner, if necessary, to meet the City's financial obligations.

EXHIBITS:

Exhibit A: Facilities Rate, Method of Apportionment, and Manner of Collection of Special Tax

Exhibit B: List of Authorized Facilities and Services

EXHIBIT A:

Facilities Rate, Method of Apportionment, and Manner of Collection of Special Tax

EXHIBIT A

City of Roseville
Parkside at Sierra Vista Community Facilities District No. 1
(Public Facilities)
Placer County, California

RATE, METHOD OF APPORTIONMENT, AND MANNER OF COLLECTION OF SPECIAL TAX

1. Basis of Special Tax Levy

A Special Tax authorized under the Mello-Roos Community Facilities Act of 1982 (Act) applicable to the land in the Parkside at Sierra Vista Community Facilities District No. 1 (Public Facilities) (CFD) of the City of Roseville (City) shall be levied and collected according to the tax liability determined by the City through the application of the appropriate amount or rate, as described below.

2. Definitions

"**Acre**" or "**Acreage**" means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable final map or other Development Plan.

"**Act**" means the Mello-Roos Community Facilities Act of 1982, as amended, Sections 53311 and following of the California Government Code.

"**Administrative Expenses**" means the actual or reasonably estimated costs related to the administration of the CFD, including, but not limited to, these:

a. Costs of computing Special Taxes and preparing annual Special Tax collection schedules (whether by the City or any designee thereof or both).

b. Costs of collecting the Special Taxes (whether by the County, the City, or otherwise).

c. Costs of remitting the Special Taxes to the Trustee.

d. Costs of the Trustee (including its legal counsel) in the discharge of the duties required of it under the Bond Indenture.

e. Costs to the City, CFD, or any designee thereof of complying with arbitrage rebate requirements.

f. Costs to the City, CFD, or any designee thereof of complying with City, CFD, or obligated persons disclosure requirements.

g. Costs associated with preparing Special Tax disclosure statements.

h. Costs incurred in responding to public inquiries regarding the Special Taxes.

i. Costs to the City, CFD, or designee thereof related to any appeal of the Special Taxes.

j. Costs associated with the release of funds from an escrow account, if any.

k. Costs to the City for the issuance of Bonds authorized by the CFD that are not recovered through the Bond sale proceeds.

l. Amounts estimated to be advanced or already advanced by the City for any other administrative purposes, including attorney's fees and other costs related to collection of the Special Taxes and commencing and pursuing to completion any foreclosure of delinquent Special Taxes.

"**Administrator**" means a City official in the Finance Department, or their designee responsible for determining or overseeing the levy and collection of the Special Taxes.

"**Affordable Housing Director**" means, at any point in time, the person in the City who serves as head of the department that is in charge of the City's affordable housing program.

"**Affordable Unit**" means a Unit built on a Residential Use Parcel for which an Affordable Unit agreement has been entered into for the property designating the Unit as affordable. A Multifamily Parcel may have only a portion of the Units assigned as Affordable Units. The City Manager, or his or her designee, shall determine which Units are designated as Affordable Units and maintain an Affordable Unit listing, which shall contain all designated buildable parcels by tract and lot number, and in the case of Large Lot Parcels remaining before May 1 of the preceding Fiscal Year, the number of designated Affordable Units for each such Large Lot Parcel; all entries shall indicate the effective date of designation. The Affordable Unit listing also shall be updated to reflect those Units no longer qualifying as Affordable Units, also known as Market-Rate Units. The Affordable Unit listing, which shall contain all qualifying Affordable Units as of April 30, shall be made available to the Administrator by July 1 of each year for purposes of determining the Maximum Annual Special Tax for Parcels pursuant to **Section 4**.

"**Annual Facilities Costs**" means, for any Fiscal Year, the total of these:

a. Debt Service to be paid from Facilities Special Taxes.

b. The amount needed to replenish the reserve fund for the Bonds to the level required under the Bond Indenture, to the extent not included in a computation of Annual Facilities Costs in a previous Fiscal Year.

c. Administrative Expenses for such Fiscal Year.

d. The amount needed to (1) cure any delinquencies in the payment of principal or interest on Bonds, which have occurred in the prior Fiscal Year, to the extent not otherwise included in a computation of Annual Facilities Costs in the current or any previous Fiscal Year, and (2) to fund any foreseeable deficiency of the amount to be available for the payment of principal or interest on Bonds, which are expected to occur in such Fiscal Year, to the extent not included in a computation of Annual Facilities Costs in the current or any previous Fiscal Year.

e. The amount needed to (1) cure any delinquencies in the payment of the Facilities Special Tax in the prior Fiscal Year, to the extent not otherwise included in a computation of Annual Facilities Costs in the current or any previous Fiscal Year, and (2) to fund any foreseeable deficiency in the payment of the Facilities Special Tax for that Fiscal Year which is expected to occur in such Fiscal Year, to the extent not included in a computation of Annual Facilities Costs in the current or any previous Fiscal Year.

f. Authorized Pay-As-You-Go Costs.

g. During the Deferral Bonding Period, the amount needed to pay Development Impact Fee Deferrals not financed by Bonds.

h. *Less* any available earnings on any reserve fund or Facilities Special Tax funds, available capitalized interest or any other available revenues of the CFD or the City that may be used to fund Annual Facilities Costs.

"**Annual Maintenance Costs**" means, for any Fiscal Year, the total of these:

a. Authorized Services costs to be paid from Maintenance Special Taxes.

b. Administrative Expenses for such Fiscal Year.

c. The amount needed to (1) cure any delinquencies in the payment of the Maintenance Special Tax in the prior Fiscal Year, to the extent not otherwise included in a computation of Annual Maintenance Costs in the current or any previous Fiscal Year, and (2) to fund any foreseeable deficiency in the payment of the Maintenance Special Tax for that Fiscal Year which is expected to occur in such Fiscal Year, to the extent not included in a computation of Annual Maintenance Costs in the current or any previous Fiscal Year.

d. Less any available earnings on any reserve fund, Maintenance Special Tax funds or any other available revenues of the CFD or the City that may be used to fund Annual Maintenance Costs.

"**Assessor's Parcel**" means a lot or Parcel with an assigned Assessor's Parcel Number in the maps used by the County Assessor in preparing the tax roll.

"**Assessor's Parcel Map**" means an official map of the County Assessor designating Parcels by Assessor's Parcel Number.

"**Assessor's Parcel Number**" means the Parcel and Parcel Number as assigned by the County Assessor on the equalized tax roll.

"**Assigned Maximum Annual Special Tax**" means the maximum Facilities Special Tax or Maintenance Special Tax assigned to each Large Lot Parcel that is an Original Parcel based on the Expected Land Uses at CFD formation, or at annexation, as shown in **Attachment 1**.

"**Authorized Facilities**" means those facilities and fees to be financed, as identified in the resolution forming the CFD.

"**Authorized Services**" means those services authorized to be funded, as defined in the resolution forming the CFD.

"**Base Year**" means the Fiscal Year beginning July 1, 2023 and ending June 30, 2024.

"**Bond(s)**" means any bond(s) issued by the City for the CFD under the Act and any other debt, as defined in the Act, the City incurs to further the CFD's purposes.

"**Bond Indenture**" means the indenture, resolution, fiscal agent agreement, or other financing document pursuant to which any Bonds are issued.

"**Building Permit**" means a permit issued by the City for the construction of a Residential Use or Nonresidential Use structure.

"**CFD**" means the Parkside at Sierra Vista Community Facilities District No. 1 (Public Facilities) of the City of Roseville, Placer County, California.

"**City**" means the City of Roseville in Placer County, California.

"**Council**" means the City Council of the City acting for the CFD under the Act.

"**County**" means the County of Placer, California.

"**Debt Service**" means the total annual amount of Bond principal, interest, and the scheduled sinking fund payments of the Bonds in a calendar year.

"**Deferral Bonding Period**" means the period after the Initial Bonding Period has ended and during which the City finances the Development Impact Fee Deferral.

"**Developed Parcel**" means, in any Fiscal Year:

a. For Single-Family Parcels: All Parcels for which a Final Small Lot Subdivision Map was recorded before May 1 of the preceding Fiscal Year.

b. For Multifamily Parcels: All Parcels for which a Building Permit for new construction of a Residential Use structure was issued before May 1 of the preceding Fiscal Year.

c. For all Nonresidential Use Parcels: All Parcels for which a Building Permit for new construction of a Nonresidential Use structure was issued before May 1 of the preceding Fiscal Year.

"**Development Agreement**" means the Development Agreement By and Between the City of Roseville and Mourier Investments, LLC, relative to the Sierra Vista Specific Plan dated April 28, 2010.

"**Development Impact Fee Deferral**" means the deferred payment of development impact fees due to the City or the South Placer Regional Transportation Authority (SPRTA) for Developed Parcels, using the approach and amounts identified in the Development Agreement, which may be amended from time to time.

"**Development Plan**" means a condominium plan, apartment plan, site plan, or other development plan that identifies such information as the type of structure, acreage, square footage, or number of Units that are approved to be developed on Single-Family Parcels, Multifamily Parcels, and Nonresidential Parcels.

"**Expected Land Use(s)**" means the total number of Units or Acres of each land use type by Tax Category expected in each Large Lot Parcel and Original Parcel at CFD formation as identified in **Attachment 3** of this RMA.

"**Facilities Special Tax**" means the Special Tax authorized to fund Annual Facilities Cost. Facilities Special Taxes are shown in **Attachments 2** and **3.**

"**Final Use Small Lot Parcel**" means a Parcel designated for development as a single-family residence, which is part of a Final Small Lot Subdivision Map.

"**Final Small Lot Subdivision Map**" means a recorded map designating the final Parcel subdivision for individual Single-Family Parcels.

"**Finance Director**" means the Finance Director for the City, or their designee.

"**First Home Sale Trigger Event**" means a change in ownership of any Parcel with a Building Permit for Residential Uses from the Master Developer to a third party.

"**Fiscal Year**" means the period starting July 1 and ending the following June 30.

"**Full Prepayment**" means the complete fulfillment of a Parcel's Facilities Special Tax obligation, as determined by following the procedures in **Section 8**.

"**High Density Residential**" means, per the Sierra Vista Specific Plan, a land use designation that primarily accommodates attached housing, but depending on the unit type, could also include detached housing, within the density range of 13.0 or greater dwelling units per gross developable acre. Typical housing product types include, but shall not be limited to, detached townhomes, courtyard townhomes/condominiums, garden-style apartments, and podium design apartments/condominiums.

"**Initial Bonding Period**" means 30 years from the issuance of the first Building Permit or First Home Sale Trigger Event, whichever is earlier.

"**Initial Special Tax Levy**" means the Special Tax levy that will occur in the Fiscal Year following the Fiscal Year in which the first Home Sale occurs.

"**Large Lot Parcel**" means a Parcel created by a Large Lot Subdivision Map.

"**Large Lot Subdivision Map**" means a recorded subdivision map creating Parcels by land use. However, the Large Lot Subdivision Map does not delineate Single-Family Parcels. A Final Small Lot Subdivision Map will create individual Single-Family Parcels.

"**Low Density Residential**" means, per the Sierra Vista Specific Plan, a land use designation that supports single-family detached homes on conventional lots within the density range of up to 6.9 dwelling units per gross developable acre. Typical housing product types include, but shall not be limited to, standard, alley-loaded, or clustered, single-family detached units.

"**Maintenance Special Tax**" means the Special Tax authorized to fund Annual Maintenance Costs. The Maintenance Special Tax will be levied and collected beginning with the Transition Year. Maintenance Special Taxes are shown in **Attachment 4**.

"**Market-Rate Unit**" means a Unit that is not an Affordable Unit.

"**Master Developer**" means FD-24 LLC, or any affiliate of FD-24 LLC, that will own and rent Developed Parcels initially after the formation of the CFD.

"**Maximum Annual Special Tax**" means the greatest amount of Facilities Special Tax or Maintenance Special Tax that can be levied against a Parcel in a given Fiscal Year, as shown in **Attachments 2, 3,** and **4**.

"**Maximum Annual Facilities Special Tax**" means the greatest amount of Facilities Special Tax that can be levied against a Parcel in a given Fiscal Year, as shown in **Attachments 2, 3,** or **4**.

"**Maximum Annual Maintenance Special Tax**" means the greatest amount of Maintenance Special Tax that can be levied against a Parcel in a given Fiscal Year, as shown in **Attachments 2, 3,** or **4**.

"**Maximum Annual Special Tax Rate**" means the rate of Facilities Special Tax or Maintenance Special Tax charged per Unit or per Taxable Acre, as shown in **Attachments 2, 3,** and **4**.

"**Maximum Annual Facilities Special Tax Revenue**" means the greatest amount of Facilities Special Tax revenue that can be collected in total from a group of Parcels (such as Developed Parcels) by levying the Maximum Annual Facilities Special Tax.

"**Maximum Annual Maintenance Special Tax Revenue**" means the greatest amount of Maintenance Special Tax revenue that can be collected in total from a group of Parcels (such as Developed Parcels) by levying the Maximum Annual Maintenance Special Tax.

"**Maximum Annual CFD Special Tax Revenue**" means the sum of the Maximum Annual Special Tax levied on all Taxable Parcels in the CFD in a Fiscal Year.

"**Medium Density Residential**" means, per the Sierra Vista Specific Plan, a land use designation that accommodates both single-family detached homes and attached homes within the density range of 7.0 to 12.9 dwelling units per gross developable acre. Typical housing product types include, but shall not be limited to, standard or alley-loaded lots, courtyard lots, green court lots, auto courts, alley clusters, zero-lot lines, or z-shaped lots. In addition, duet/half-plex homes, townhomes, or condominiums may be accommodated in Medium Density Residential areas.

"**Nonresidential Use**" means a Taxable Parcel zoned for land uses other than Residential Uses which may include Business Professional, Community Commercial and Mixed Use.

"**Original Parcel**" means a Taxable Parcel identified in **Attachment 1** at formation of the CFD.

"**Parcel**" means any Assessor's Parcel in the CFD based on the equalized tax rolls of the County as of January 1 of each Fiscal Year.

"**Partial Prepayment**" means the partial fulfillment of a Parcel's Facilities Special Tax obligation, as determined by following the procedures in **Section 8**.

"**Pay-As-You-Go Costs**" means that portion of costs of acquisition, construction, and improvement of Authorized Facilities not financed by Bonds.

"**Prepayment**" means the full or partial fulfillment of a Parcel's Facilities Special Tax obligation, as determined by following the procedures in **Section 8**.

"**Proportionately**" means that the ratio of the actual Special Tax levy to the Maximum Annual Special Tax is equal for all Developed Parcels. For Small Lot Tentative Map Parcels, Proportionately means that the ratio of the actual Special Tax levy to the Maximum Annual Special Tax is equal for all Small Lot Tentative Map Parcels. For Large Lot Parcels, Proportionately means that the ratio of the actual Special Tax levy to the Maximum Annual Special Tax is equal for all Large Lot Parcels. For Undeveloped Parcels, Proportionately means that the ratio of the actual Special Tax levy to the Maximum Annual Special Tax is equal for all Undeveloped Parcels.

"**Public Parcel**" means any Parcel that is or is intended to be publicly owned, as designated in any final map, that is normally exempt from the levy of general ad valorem property taxes under California law, including, but not limited to, public streets, schools, parks, and public drainageways, landscaping, wetlands, greenbelts, and open space.

"**Remainder Parcel**" means a portion of a unit of land that is created as a result of the recording of a Large Lot Parcel Map or Final Small Lot Subdivision Map, which results in a designated remainder as defined in Government Code Section 66424.6(a) (Remainder Parcel). Such a Remainder Parcel may contain taxable and tax-exempt uses, such as Residential Uses, and Public Parcels, such as park sites. Once designated as a Remainder Parcel, such Parcel will be considered a Large Lot Parcel for the purposes of future Subdivisions and for the provisions of **Sections 4** through **6**.

"**Residential Use**" means a Parcel designated for residential use, such as single-family residential Units, residential condominiums, townhouses, or apartments that would be included in the definitions of Low-Density Residential, Medium Density Residential or High Density Residential.

"**RMA**" means this Rate and Method of Apportionment, and Manner of Collection of Special Tax, as it may be amended from time to time in connection with Annexation Parcels or otherwise.

"**Single-Family Parcel**" means, in any Fiscal Year, all Parcels in the CFD for which a building permit was issued or may be issued for construction of a Unit that is a single-family residential, residential condominium, or townhouse Unit.

"**Small Lot Tentative Map**" means a map that is approved by the City for the purpose of showing the design of a proposed Subdivision, including the individual buildable lots expected in the Subdivision, as well as the conditions pertaining thereto. A Small Lot Tentative Map is not based on a detailed survey of the property in the map and is not recorded at the County Recorder's Office to create legal lots.

"**Small Lot Tentative Map Parcel**" means, in any Fiscal Year, all Parcels included in a Small Lot Tentative Map that was approved before May 1 of the prior Fiscal Year and which have not yet become a Developed Parcel.

"**Special Tax(es)**" mean(s) any tax levy under the Act in the CFD.

"**Subdivision**" or "**Subdivided**" means a division of a Parcel into two or more Parcels through Parcel reconfiguration, lot-line adjustments, or the Subdivision Map Act process. A Subdivision also may include the merging of two or more Parcels to create new Parcels.

"**Successor Parcel**" means a Parcel created by the Subdivision of an Original Parcel or a Successor Parcel.

"**Tax Category**" means the categories of taxable land uses shown in **Attachments 2** and **4**.

"**Tax Collection Schedule**" means the document prepared by the Administrator for the County Auditor-Controller to use in levying and collecting the Special Taxes each Fiscal Year.

"**Tax Escalation Factor**" means a factor of 2 percent by which the Maximum Annual Facilities Special Tax, Maximum Annual Maintenance Special Tax and related Maximum Annual Special Tax Rates shall be increased annually until the Transition Event. After the Transition Event, the Maximum Annual Maintenance Special Tax may be increased up to 2 percent annually at the City's discretion. The Administrator should refer to Section 4a for application of the Tax Escalation Factor.

"**Taxable Acreage**" means that area of a Parcel determined by the Administrator to become a Taxable Parcel or Parcels upon further Subdivision. An example might be that a Large Lot Parcel Map creates a Remainder Parcel that, according to **Attachment 1**, contains both taxable uses and tax-exempt uses.

"**Taxable Parcel**" means any Parcel that is not a Tax-Exempt Parcel.

"**Tax-Exempt Parcel**" means a Parcel not subject to the Annual Special Tax. Tax-Exempt Parcels include (a) Public Parcels, and (b) Parcels owned by the City, school districts, special districts, or the state or federal government. A Taxable Parcel that is acquired by a public agency, the Parcel shall remain a Taxable Parcel as per the provisions of **Section 4.f**.

Certain privately-owned Parcels also may be exempt from the levy of Annual Special Taxes, including common areas owned by homeowner's associations or property owner associations, wetlands, detention basins, water quality ponds, and open space, as determined by the Administrator.

"**Transition Event**" means the earlier of (a) after the Initial Bonding period, the Fiscal Year in which the Administrator determines the Development Impact Fee Deferral has been repaid in full to the City and City determines funding is no longer needed for Annual Facilities Costs, or (b) Fiscal Year 2087-88.

"**Transition Year**" means the first Fiscal Year following the Fiscal Year in which the Transition Event occurred.

"**Trustee**" means a national banking association organized and existing under the laws of the United States acting as a trustee or fiscal agent for Bonds.

"**Undeveloped Parcel**" means a Taxable Parcel that is not a Developed Parcel, Small Lot Tentative Map Parcel, or a Large Lot Parcel.

"**Unit**" means, for a Single-Family Parcel, the individual residential unit on such Parcel, or for a Multifamily For-Rent Parcel or Multifamily For-Sale Parcel, an individual residential unit in a multifamily building.

3. Duration of the Special Tax

The Facilities Special Tax will be levied and collected until the earlier of (i) the Transition Year or (ii) Fiscal Year 2087-88. The Maintenance Special Tax will be levied and collected beginning in the Transition Year. The Maintenance Special Tax will be collected in perpetuity.

4. Administrative Tasks for the Facilities Special Tax

Tasks required of the Administrator are discussed below:

a. Annual Special Tax Escalation. Until the Transition Event, the Administrator shall increase the Maximum Annual Facilities Special Tax, the Maximum Annual Maintenance Special Tax and Maximum Annual Special Tax Rates by the Tax Escalation Factor in all Fiscal Years following the Base Year. After the Transition Event, the City, in its sole discretion, may determine whether to apply the Tax Escalation Factor to the Maximum Annual Maintenance Special Tax in any Fiscal Year.

b. Assignment of the Maximum Annual Facilities Special Tax to Original Parcels. **Attachment 3** identifies the Assigned Maximum Annual Facilities Special Tax for each Original Parcel at CFD formation, which is determined for each Large Lot Parcel based on the Expected Land Uses in each Large Lot Parcel at CFD Formation. The Assigned Maximum Annual Facilities Special Tax shall continue to apply to the geographic area to which it was assigned. If, before further Subdivision, the Administrator determines there are multiple Assessor's Parcels in a Large Lot Parcel, the Administrator shall assign the Maximum Annual Facilities Special Tax to each Assessor's Parcel on a pro rata basis to all Assessor's Parcels in that Large Lot Parcel based on the percentage share of Taxable Acreage identified for each Assessor's Parcel. Similarly, if the Administrator determines there are multiple Large Lot Parcels in an Assessor's Parcel, the Maximum Annual Facilities Special Tax shall equal the sum of the Assigned Maximum Annual Facilities Special Tax for all Large Lot Parcels in that Assessor's Parcel.

c. Assignment of the Maximum Annual Facilities Special Tax to Successor Parcels. As Original Parcels and Successor Parcels are Subdivided through creation of Final Small Lot Subdivision Maps, lot line adjustments or other Parcel amendments through the Subdivision Map Act process, the Administrator shall use the following steps to assign the Maximum Annual Facilities Special Tax to new Successor Parcels. As a result of each assignment of the Maximum Annual Facilities Special Tax upon Subdivision of an Original Parcel or Successor Parcel, the sum of the Maximum Annual Facilities Special Taxes assigned to the newly created Taxable Parcels shall never be less, but may be greater, than the Assigned Maximum Annual Facilities Special Tax for that Original Parcel or Successor Parcel.

   1. If an Original Parcel or Successor Parcel is Fully Subdivided into Single-Family Parcels with No Remainder Parcel(s). There shall be no net loss of Maximum CFD Special Tax Revenue as a result of the assignment of the Maximum Annual Facilities Special Tax to Single-Family Parcels. The Administrator shall use the following procedures to assign the Maximum Annual Facilities Special Tax to Single-Family Parcels. All references to Maximum Annual Facilities Special Taxes in the attachments are subject to application by the Tax Escalation Factor by the Administrator:

A. Multiply the Maximum Annual Facilities Special Tax per Unit by Tax Category from **Attachment 2** by the number of Units for each Single-Family Parcel created by the Subdivision. Sum the Maximum Annual Facilities Special Taxes for all Single-Family Parcels created by the Subdivision.

B. If the sum of Maximum Annual Facilities Special Taxes calculated in Step 4.c.1.A above is equal to or greater than the Assigned Maximum Annual Facilities Special Tax for the Original or Successor Parcel that was Subdivided, assign the Maximum Annual Facilities Special Tax per Unit by Tax Category as calculated in Step 4.1.c.A above to each Single-Family Parcel created by the Subdivision.

C. If the sum of Maximum Annual Facilities Special Taxes calculated in Step 4.c.1.A above is less than the Assigned Maximum Annual Facilities Special Tax for the Original or Successor Parcel that was Subdivided, unless 100 percent of the Units are designated Affordable Units, (i) assign the Maximum Annual Facilities Special Tax for Affordable Units shown in **Attachment 2** to each Affordable Unit (if any) and, (ii) Proportionately increase the Maximum Annual Facilities Special Tax per Unit for all Units that are not Affordable Units until the sum of resulting Maximum Annual Facilities Special Taxes from all Units (including Affordable Units) equals the Assigned Maximum Annual Facilities Special Tax for the Original or Successor Parcel that was Subdivided. Assign the Maximum Annual Facilities Special Tax calculated in this step to each new Single-Family Parcel created by the Subdivision.

D. If the sum of Maximum Annual Facilities Special Taxes calculated in Step 4.c.1.A above is less than the Assigned Maximum Annual Facilities Special Tax for the Original or Successor Parcel that was Subdivided **and** if 100 percent of the Single-Family Parcels created by Subdivision are designated as Affordable Units, increase Proportionately the Maximum Annual Facilities Special Tax per Unit for each Affordable Unit until the sum of Maximum Annual Facilities Special Taxes from all Affordable Units on the new Single-Family Parcels created by the Subdivision equal the Assigned Maximum Annual Facilities Special Tax for the Original or Successor Parcel that was Subdivided. Assign the Maximum Annual Facilities Special Tax calculated in this step to each new Single-Family Parcel created by the Subdivision.

2. <u>If Original or Successor Parcel Is Subdivided into Single-Family Parcels and One or More Remainder Parcels</u>. When an Original or Successor Parcel is Subdivided into Single-Family Parcels and one or more Large Lot Parcels (or Remainder Parcels), the Assigned Maximum Annual Facilities Special Tax is apportioned to the Single-Family Parcels and Large Lot Parcels created by the Subdivision in the following manner:

   A. Apportion the Assigned Maximum Annual Facilities Special Tax to the area(s) that is/are being Subdivided into Single-Family Parcels and to the area(s) that will be Remainder Parcel(s) on a pro rata basis, based on the percentage share of Taxable Acreage represented by each such area as compared to the total area of the Original or Successor Parcel.

   B. For each area Subdivided into Single-Family Parcels, multiply the Maximum Annual Facilities Special Tax per Unit by Tax Category from **Attachment 2** by the number of Units for each Single-Family Parcel created by the Subdivision. Sum the Maximum

Annual Facilities Special Taxes for all Single-Family Parcels created by the Subdivision.

C. For each area Subdivided into Single-Family Parcels, if the sum of Maximum Annual Facilities Special Taxes calculated in Step 4.c.2.B above is equal to or greater than the Assigned Maximum Annual Facilities Special Tax apportioned to that area of the Original or Successor Parcel that was Subdivided into Single-Family Parcels, assign the Maximum Annual Facilities Special Tax per Unit by Tax Category as calculated in Step 4.c.2.B above to each Single-Family Parcel created by the Subdivision.

D. For each area Subdivided into Single-Family Parcels, if the sum of Maximum Annual Facilities Special Taxes calculated in Step 4.c.2.B above is less than the Assigned Maximum Annual Facilities Special Tax apportioned to that area of the Original or Successor Parcel that was Subdivided into Single-Family Parcels, unless 100 percent of the Units are designated Affordable Units, (i) assign the Maximum Annual Facilities Special Tax for Affordable Units shown in **Attachment 2** to each Affordable Unit (if any) and, (ii) Proportionately increase the Maximum Annual Facilities Special Tax per Unit for all Units that are not Affordable Units until the sum of resulting Maximum Annual Facilities Special Taxes from all Units (including Affordable Units) equals the Assigned Maximum Annual Facilities Special Tax apportioned to that area of the Original or Successor Parcel that was Subdivided into Single-Family Parcels. Assign the Maximum Annual Facilities Special Tax calculated in this step to each new Single-Family Parcel created by the Subdivision.

E. For each area Subdivided into Single-Family Parcels, if the sum of Maximum Annual Facilities Special Taxes calculated in Step 4.c.2.B above is less than the Assigned Maximum Annual Facilities Special Tax apportioned to that area of the Original or Successor Parcel that was Subdivided into Single-Family Parcels **and** if 100 percent of the Single-Family Parcels created by Subdivision are designated as Affordable Units, increase Proportionately the Maximum Annual Facilities Special Tax per Unit for each Affordable Unit until the sum of Maximum Annual Facilities Special Taxes from all Affordable Units on the new Single-Family Parcels created by the Subdivision equal the Assigned Maximum Annual Facilities Special Tax apportioned to that area of the Original or Successor Parcel that was Subdivided into Single-Family Parcels. Assign the Maximum Annual Facilities Special Tax calculated in this step to each new Single-Family Parcel created by the Subdivision.

F. For the Remainder Parcel or Parcels, identify the Maximum Annual Facilities Special Tax for the entire Original or Successor Parcel that has been Subdivided. Sum the Maximum Annual Facilities Special Tax for all Single-Family Parcels created by the Subdivision, including Single-Family Parcels with Affordable Units. Subtract the sum of the Maximum Annual Facilities Special Tax for all Single-Family Parcels from the Assigned Maximum Annual Facilities Special Tax for the Original or Successor Parcel being subdivided and compare it to the Maximum Annual Facilities Special Tax assigned to the Remainder Parcel or Parcels in Step 4.c.2.A. Assign to each Remainder Parcel, the lesser of the calculations in this step or in Step 4.c.2.A, but in no event less than the difference between the previously Assigned Maximum Annual Facilities Special Tax for the Original Parcel or Successor Parcel being Subdivided and

the total of the Maximum Annual Facilities Special Tax for all Single-Family Parcels created by such Subdivision.

Once designated as a Remainder Parcel, such Parcel will be considered a Large Lot Parcel for the purposes of future Subdivisions and for the provisions of **Sections 4** through **6**.

3. If an Original or Successor Parcel is Subdivided creating multiple land uses and Tax Categories or for any rezones of land uses on Original or Successor Parcels:

   A. Identify the Assigned Maximum Annual Facilities Special Tax for the Original Parcel or Successor Parcel that is being Subdivided or rezoned.

   B. For each Taxable Parcel subject to rezone or created by Subdivision multiply the Maximum Annual Facilities Special Tax per Unit or per Acre by the number of Units or by the number of Acres by the appropriate Tax Category. For each Taxable Parcel created by Subdivision that includes Affordable Units, multiply the number of Affordable Units by the Tax per Unit for such Affordable Units.

   C. Sum the Maximum Annual Facilities Special Tax for each Taxable Parcel and compare it to the Assigned Maximum Annual Facilities Special Tax of the Original or Successor Parcel that is subject to rezone or is being Subdivided. If the sum of Maximum Annual Facilities Special Tax for each Taxable Parcel is greater than the Assigned Maximum Annual Facilities Special Tax for the Original Parcel, the Administrator shall apply the Maximum Annual Facilities Special Tax calculated above for each Taxable Parcel.

   D. If the Assigned Maximum Annual Facilities Special Tax for the Original Parcel or Successor Parcel subject to rezone or that is being subdivided is greater than the sum of Maximum Annual Facilities Special Tax for each Successor Parcel being created, increase Proportionately the Maximum Annual Facilities Special Tax per Unit or per Acre for all Tax Categories on each Taxable Parcel such that the sum of Maximum Annual Facilities Special Tax for all Taxable Parcels equals the Assigned Maximum Annual Facilities Special Tax for the Original Parcel.

d. Affordable Units that Become Market-Rate Units. If, in any Fiscal Year, the City Manager, or his or her designee, determines that a Unit that previously had been designated as an Affordable Unit no longer qualifies as such, the Affordable Housing Director shall update the Affordable Unit listing by denoting the change in status of the Unit, together with the effective date thereof. For all Affordable Units that are converted to Market-Rate Units, such Units shall be assigned the Maximum Annual Facilities Special Tax per Unit based on their Tax Category as shown in **Attachment 2**, as adjusted by the Tax Escalation Factor.

e. Conversion of a Tax-Exempt Parcel to a Taxable Parcel. If a Tax-Exempt Parcel is not needed for public use and is converted to a taxable use or transferred to a private owner, it shall become subject to the Facilities Special Tax. The Maximum Annual Facilities Special Tax for the newly Taxable Parcel will be determined using the provisions of **Sections 4** and **5** of the RMA.

f. Taxable Parcels Acquired by a Public Agency. A Taxable Parcel that is acquired by a public agency after the CFD is formed will remain subject to the applicable Special Tax unless the

Special Tax obligation is satisfied pursuant to Section 53317.5 of the Government Code. An exception to this may be made if a Public Parcel, such as a park site, is relocated to a Taxable Parcel, in which case the previously Tax-Exempt Parcel of comparable acreage becomes a Taxable Parcel and the Maximum Annual Facilities Special Tax from the previously Taxable Parcel is transferred to the new Taxable Parcel. This trading of a Parcel from a Taxable Parcel to a Public Parcel will be permitted to the extent there is no net loss in Maximum Annual CFD Special Tax Revenue and the transfer is agreed to by the owners of the Parcels involved in the transfer and the Finance Director.

5. Administrative Tasks for the Maintenance Special Tax

This section discusses the administrative tasks for the Maintenance Special Tax, which shall be applicable after the Transition Event.

Tasks required of the Administrator are discussed below:

a. Assignment of the Maximum Annual Maintenance Special Tax to Developed Parcels. After the Transition Event, the Administrator shall assign the Maximum Annual Maintenance Special Tax to all Developed Parcels using the Maximum Annual Special Tax Rates for the Maintenance Special Tax by Tax Category shown in **Attachment 4**, as adjusted by the Tax Escalation Factor.

b. Assignment of the Maximum Annual Maintenance Special Tax to Successor Parcels. After the Transition Event, if Original Parcels and Successor Parcels are Subdivided through creation of Final Small Lot Subdivision Maps, lot line adjustments or other Parcel amendments through the Subdivision Map Act process, the Administrator shall use the steps in **Section 4.c** to assign the Maximum Annual Maintenance Special Tax to new Successor Parcels. ***When applying Section 4.c after the Transition Event, the Administrator shall substitute Maintenance Special Tax for Facilities Special Tax and shall substitute Maximum Annual Maintenance Special Tax for Maximum Annual Facilities Special Tax.***

c. Assignment of the Maximum Annual Maintenance Special Tax to Annexation Parcels. If Parcels are annexed to the CFD after formation, the Maximum Annual Maintenance Special Tax shall be assigned to these Annexation Parcels using the definitions in Section 2 and the Maximum Annual Maintenance Special Tax per Unit or Acre shown in **Attachment 4** as adjusted by the Tax Escalation Factor applied by the Administrator, unless the Annexation Parcels are annexed with a new set of Maximum Annual Maintenance Special Taxes. **Attachment 1** may be amended, or a new attachment created, to include the Annexation Parcels and, if necessary, the applicable tax rates. If new Maximum Annual Maintenance Special Taxes are created, **Attachment 4** should be amended to reflect the Maximum Annual Maintenance Special Taxes for the Annexation Parcels. Once annexed, these annexed Parcels shall be considered Original and Successor Parcels and will be subject to the same procedures for assignment of the Maximum Annual Maintenance Special Tax to Successor Parcels described in this section. The owner of the Annexation Parcels shall be responsible for paying all costs associated with annexing the Annexation Parcels to the CFD, but otherwise shall not be required to pay any other charge, fee or catch-up special tax in

connection with or as a condition of such annexation unless otherwise agreed to by the owner of the Annexation Parcel in connection with the annexation.

d. Affordable Units that Become Market-Rate Units. If, in any Fiscal Year, the City Manager, or his or her designee, determines that a Unit that previously had been designated as an Affordable Unit no longer qualifies as such, the Affordable Housing Director shall update the Affordable Unit listing by denoting the change in status of the Unit, together with the effective date thereof. For all Affordable Units that are converted to Market-Rate Units, such Units shall be assigned the Maximum Annual Maintenance Special Tax per Unit based on their Tax Category as shown in **Attachment 4**, as adjusted by the Tax Escalation Factor.

e. Conversion of a Tax-Exempt Parcel to a Taxable Parcel. If a Tax-Exempt Parcel is not needed for public use and is converted to a taxable use or transferred to a private owner, it shall become subject to the Maintenance Special Tax. The Maximum Annual Maintenance Special Tax for the newly Taxable Parcel will be determined using the provisions of **Sections 5** and **6** of the RMA.

f. Taxable Parcels Acquired by a Public Agency. A Taxable Parcel that is acquired by a public agency after the CFD is formed will remain subject to the applicable Special Tax unless the Special Tax obligation is satisfied pursuant to Section 53317.5 of the Government Code. An exception to this may be made if a Public Parcel, such as a park site, is relocated to a Taxable Parcel, in which case the previously Tax-Exempt Parcel of comparable acreage becomes a Taxable Parcel and the Maximum Annual Maintenance Special Tax from the previously Taxable Parcel is transferred to the new Taxable Parcel. This trading of a Parcel from a Taxable Parcel to a Public Parcel will be permitted to the extent there is no net loss in Maximum Annual CFD Special Tax Revenue and the transfer is agreed to by the owners of the Parcels involved in the transfer and the Finance Director

6. Assignment of the Maximum Annual Special Tax

a. Classification of Parcels. For purposes of the next Fiscal Year tax levy, by June 30 of each Fiscal Year, using the Definitions in **Section 2**, the Parcel records of the Assessor's secured tax roll as of January 1, and other City development approval records, the Administrator shall cause:

   1. Each Parcel to be classified as a Taxable Parcel or Tax-Exempt Parcel.

   2. Each Parcel to be classified as a Developed Parcel, a Small Lot Tentative Map Parcel, a Large Lot Parcel (including Remainder Parcels), or an Undeveloped Parcel.

b. Identify Parcel ownership changes. The Administrator will review Assessor Parcel ownership records prior to July 1 of each year to determine if a Home Sale has occurred in prior to this date. Once a Home Sale occurs, all Taxable Parcels shall become subject to the Special Tax levy.

c. Assignment of the Maximum Annual Facilities Special Tax to Taxable Parcels. The Maximum Annual Facilities Special Tax will be assigned to each Taxable Parcel each Fiscal Year using the procedures (not all steps may be applicable for each such Parcel) in **Section 4**.

d. Assignment of the Maximum Annual Maintenance Special Tax to Taxable Parcels. The Maximum Annual Maintenance Special Tax will be assigned to each Taxable Parcel each Fiscal Year using the procedures (not all steps may be applicable for each such Parcel) in **Sections 4** and **5**.

7. Calculating Annual Special Taxes

This section discusses the levy of the Facilities Special Tax and the Maintenance Special Tax. Collectively, these Special Taxes are included in the discussion of the assignment of the Maximum Annual Special Taxes.

The Initial Special Tax levy will occur initially in the Fiscal Year following the Fiscal Year in which the First Home Sale Trigger Event occurs.

For the period following CFD formation until the Transition Event, the Maximum Annual Special Tax shall refer to the Facilities Special Tax. Beginning with the Transition Year, the Maximum Annual Special Tax shall refer to the Maintenance Special Tax.

The Administrator will compute the Annual Facilities Costs or Annual Maintenance Costs and determine the annual Special Tax levy for each Taxable Parcel based on the assignment of the Special Tax in **Sections 4, 5,** and **6**. The Administrator then will determine the tax levy for each Taxable Parcel using the following process:

Facilities Special Tax Levy

a. Compute the Annual Facilities Costs using the definition of Annual Facilities Costs in **Section 2**.

b. For all Taxable Parcels, calculate the Facilities Special Tax levy for each using the following steps:

Step 7.b.1. The Facilities Special Tax shall be levied proportionately on all Developed Parcels up to the amount of Annual Facilities Cost or up to 100 percent of the Maximum Annual Facilities Special Tax Revenue for all Developed Parcels, whichever is less.

Step 7.b.2. If additional revenue is needed after *Step 7.b.1.*, the Facilities Special Tax shall be levied proportionately on each Small Lot Tentative Map Parcel until the revenue from the Facilities Special Tax levy in this step, when added to the levy amount computed in *Step 7.b.1.*, equals the Annual Facilities Costs, or up to 100 percent of the Maximum Annual Facilities Special Tax Revenue for all Small Lot Tentative Map Parcels. As necessary, the Facilities Special Tax shall be levied on Small Lot Tentative Map Parcels for the entire portion of Annual Facilities Costs, excluding Pay-As-You-Go Costs.

Step 7.b.3. If additional revenue is needed after *Step 7.b.2.*, the Facilities Special Tax shall be levied proportionately on each Large Lot Parcel until the revenue from the Facilities Special Tax levy in this step, when added to the levy amount computed through *Step 7.b.2.*, equals the Annual Facilities Costs, or up to 100 percent of the Maximum Annual Facilities Special Tax Revenue for all Large Lot Parcels. As necessary, the Facilities Special Tax shall be levied on Large Lot

Parcels for the entire portion of Annual Facilities Costs, excluding Pay-As-You-Go Costs.

Step 7.b.4. If additional revenue is needed after *Step 7.b.3.*, the Facilities Special Tax shall be levied on each Undeveloped Parcel until the revenue from the Facilities Special Tax levy in this step, when added to the levy amounts computed through *Step 7.b.3.*, equals the Annual Facilities Costs, or up to 100 percent of the Maximum Annual Facilities Special Tax Revenue for all Undeveloped Parcels. As necessary, the Facilities Special Tax shall be levied on Undeveloped Parcels for the entire portion of Annual Facilities Costs, excluding Pay-As-You-Go Costs.

Maintenance Special Tax Levy

c. Beginning in the Transition Year, compute the Annual Maintenance Cost using the definition of Annual Maintenance Costs in **Section 2**.

d. For all Taxable Parcels, calculate the Maintenance Special Tax levy for each using the following steps:

Step 7.d.1. The Maintenance Special Tax shall be levied proportionately on all Developed Parcels up to the amount of Annual Maintenance Cost or up to 100 percent of the Maximum Annual Maintenance Special Tax Revenue for all Developed Parcels, whichever is less.

Step 7.d.2. If additional revenue is needed after *Step 7.d.1.*, the Maintenance Special Tax shall be levied proportionately on each Small Lot Tentative Map Parcel until the revenue from the Maintenance Special Tax levy in this step, when added to the levy amount computed in *Step 7.d.1.*, equals the Annual Maintenance Costs, or up to 100 percent of the Maximum Annual Maintenance Special Tax Revenue for all Small Lot Tentative Map Parcels.

Step 7.d.3. If additional revenue is needed after *Step 7.d.2.*, the Maintenance Special Tax shall be levied proportionately on each Large Lot Parcel until the revenue from the Maintenance Special Tax levy in this step, when added to the levy amount computed through *Step 7.d.2.*, equals the Annual Maintenance Costs, or up to 100 percent of the Maximum Annual Maintenance Special Tax Revenue for all Large Lot Parcels

Step 7.d.4. If additional revenue is needed after *Step 7.d.3.*, the Maintenance Special Tax shall be levied on each Undeveloped Parcel until the revenue from the Maintenance Special Tax levy in this step, when added to the levy amounts computed through *Step 7.d.3.*, equals the Annual Maintenance Costs, or up to 100 percent of the Maximum Annual Maintenance Special Tax Revenue for all Undeveloped Parcels.

e. Levy on each Taxable Parcel the amount calculated above.

f. Prepare the Tax Collection Schedule and, unless an alternative method of collection has been selected pursuant to **Section 9**, send it to the County Auditor requesting that it be placed on the general, secured property tax roll for the Fiscal Year. The Tax Collection Schedule will be sent no later than the date required by the County Auditor for such inclusion.

The Administrator will make every effort to calculate the Special Tax correctly for each Parcel. It will be the burden of the taxpayer to identify any errors in determining which Parcels are subject to the tax and their Special Tax assignments.

8. Prepayment of the Facilities Special Tax Obligation

A property owner may at any time prepay 50 percent, but not more or less than 50 percent of the Maximum Annual Facilities Special Tax. For Nonresidential Use Parcels, Full Prepayment is permissible at any time. Full Prepayment is not allowable for Residential Use Parcels.

In addition to the conditions above, the City may allow a Full or Partial Prepayment if the City determines that the Prepayment will not jeopardize its ability to make timely payments of Debt Service and maintain a 110-percent annual Debt Service coverage based on Maximum Annual Special Tax Revenues in all years where there will be Outstanding Bonds. Prepayments must be made by May 1 to have the Prepayment reflected in the following Fiscal Year's Special Tax levy. Prepayment is permitted only under the following conditions:

- The landowner prepaying the Facilities Special Tax on a Parcel has paid any delinquent Facilities Special Tax and penalties on that Parcel before Prepayment.
- Following Prepayment, amounts in the reserve fund are equal to or greater than the reserve fund requirement.
- The City determines that the Prepayment will not jeopardize its ability to make timely payments of Debt Service and maintain a 110-percent annual Debt Service coverage based on Maximum Annual Special Tax Revenues in all years in which issued Bonds will be outstanding.
- The portion of the Prepayment for the Development Impact Fee Deferral shall only be used to pay for the Development Impact Fee Deferral whether it was or is to be funded through annual special tax payments or through bonded indebtedness.

When permitted, the Administrator shall calculate Prepayments using the following steps:

a. The Full Prepayment amount shall be established by following the steps below:

   Step 8.a.1: Determine the Facilities Special Tax for the Taxable Parcel for which the Facilities Special Tax is to be prepaid using the provisions of **Sections 4, 5,** and **6**. If the Parcel is not designated as a Developed Parcel, determine the applicable Facilities Special Tax for the Parcel assuming it is a Developed Parcel.

   Step 8.a.2: Increase the Facilities Special Tax by 2 percent per annum for the longer of (i) 30 years from the year in which the Parcel was first subject to the Facilities Special Tax as a Developed Parcel, or (ii) the end of the then-remaining Initial Bonding Period.

   Step 8.a.3: Using a discounted rate equal to the most current yield for the 30-Year Treasury Constant Maturity, calculate the net present value of the revenue stream

determined *Step 8.a.2*. If this yield is no longer available, the Administrator will select a yield rate from the most comparable type of security.

Step 8.a.4: Add to the amount calculated in *Step 8.a.3* interest on the Bonds being redeemed to the next redemption date.

Step 8.a.5: Add to the amount calculated in *Step 8.a.4* a redemption premium on the Bonds being redeemed (if any).

Step 8.a.6: Add to the amount calculated in *Step 8.a.5* the Development Impact Fee Deferral amount applicable to the Parcel, as adjusted for inflation. If Bonds have been issued to finance the Development Impact Fee Deferral, follow *Step 8.a.2* and *8.a.3*, using for *Step 8.a.2* the longer of (i) 30 years from the year in which the Parcel was first subject to the Facilities Special Tax during the Deferral Bonding Period, or (ii) the end of the then-remaining Deferral Bonding Period.

Step 8.a.7: Add the administrative cost of processing the Prepayment to the amount calculated in *Step 8.a.6*.

Step 8.a.8: The amount in *Step 8.a.7* is the amount of the Full Prepayment of the Maximum Annual Special Tax for the Taxable Parcel.

b. Partial Prepayments will be calculated as described below:

The amount of any Partial Prepayment is limited to 50 percent of the Full Prepayment amount determined in *Step 8.a.8*. A Partial Prepayment may only be made in an amount equal 50 percent of the Full Prepayment desired by the party making a Partial Prepayment, except that the full amount of Administrative fees and expenses determined in *Step 8.a.7* shall be included in the Partial Prepayment. The Facilities Special Tax that can be levied on a Parcel after a Partial Prepayment is made is equal to one-half of the Facilities Special Tax that could have been levied before the Partial Prepayment.

9. Interpretation, Application, and Appeal of Special Tax Formula and Procedures

Any taxpayer who feels the amount of the Special Tax assigned to a Parcel is in error may file a notice with the Finance Director appealing the levy of the Special Tax. The Finance Director then will promptly review the appeal and, if necessary, will meet with the applicant. If the Finance Director verifies that the tax should be modified or changed, the Special Tax levy will be corrected and, if applicable in any case, a credit or refund will be granted.

Interpretations may be made by the City, without Resolution or Ordinance of the Council, for purposes of clarifying any vagueness or ambiguity as it relates to the Special Tax rate, the method of apportionment, the classification of properties, or any definition applicable to the CFD.

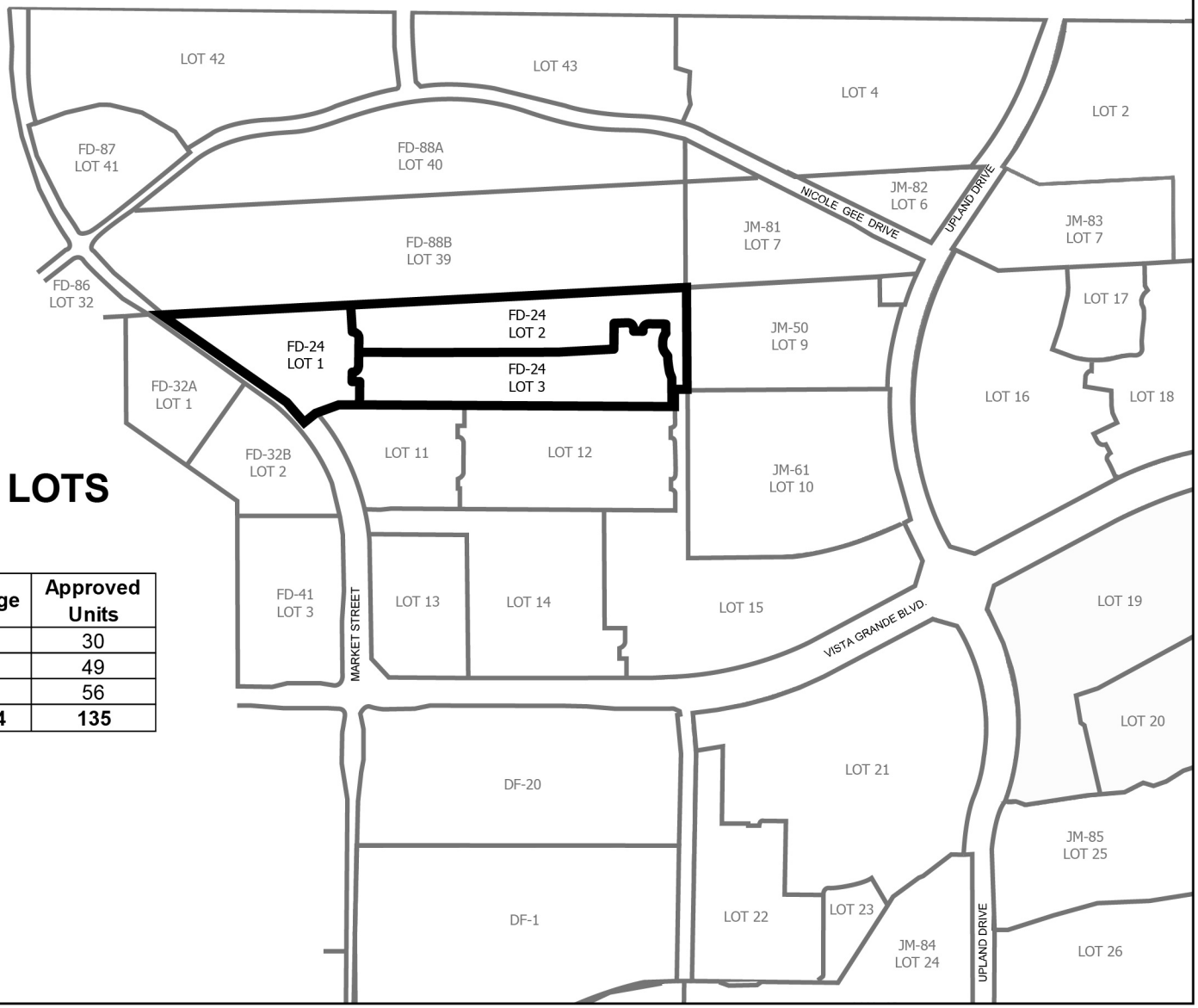
Without Council approval, the Finance Director may make minor, non-substantive administrative and technical changes to the provisions of this RMA that do not materially affect the rate, method of apportionment, or manner of collection of the Special Tax for purposes of administrative efficiency or convenience or to comply with new applicable federal, state, or local law.

The City, upon request of an owner of land in the CFD that is not a Developed Parcel, also may amend this RMA in any manner acceptable to the City, without Resolution or Ordinance of the Council, upon the affirmative vote of such owner and without the vote of owners of any other land in the CFD, provided such amendment is only applicable to such owner's land and does not reduce the total Maximum Annual CFD Special Tax Revenue.

10. Manner of Collection

The Special Tax will be collected in the same manner and at the same time as ad valorem property taxes, provided, however, the Administrator or its designee may directly bill the Special Tax and may collect the Special Tax at a different time, such as on a monthly or other periodic basis, or in a different manner, if necessary, to meet the City's financial obligations.

Attachment 1 - Large Lot Map
City of Roseville
Parkside at Sierra Vista
Community Facilities District No. 1
(Public Facilities)



IDENTIFICATION OF LARGE LOTS

Lot #	APN	SVSP ID	LU	Acreage	Approved Units
1	498-180-001	FD-24	MDR	4.63	30
2	498-180-002	FD-24	MDR	6.35	49
3	498-180-003	FD-24	MDR	6.36	56
TOTAL				**17.34**	**135**

LEGEND

Proposed CFD Boundary

N

Attachment 2
Parkside at Sierra Vista CFD No. 1 (Public Facilities)
Maximum Annual Special Taxes by Tax Category
for the Base Year of FY 2023-24 [1]

Expected Land Uses (Tax Category)	Maximum Annual Special Tax Per Unit/Taxable Acre [1]
Residential Uses	***per Unit***
Low Density Residential (LDR)	$1,987.00
Medium Density Residential (MDR)	$1,767.00
High Density Residential (HDR) [2]	
High Density Residential (HDR) For-Sale [2]	$0.00
High Density Residential (HDR) For-Rent [2]	$0.00
Affordable Medium Density Residential	$883.50
Affordable High Density Residential [2]	$0.00
Nonresidential Uses [2]	***per Taxable Acre***
Mixed Use (MU) [2]	$0.00
Business Professional (BP) [2]	$0.00
Community Commercial (CC) [2]	$0.00
Undeveloped Property	$13,757.00

"att2"

[1] This amount may be increased by the Tax Escalation Factor in each Fiscal Year following the Base Year as described in this RMA.

[2] If a Low Density Residential, Medium Density Residential or Affordable Medium Density Residential Parcel with a Special Tax is rezoned to a use with an identified Special Tax of $0 in this attachment, the Special Tax would be assigned to the Parcel using the provisions of Section 4 of this RMA.

Attachment 3
Parkside at Sierra Vista CFD No. 1 (Public Facilities)
Assigned Maximum Annual Special Tax for Original Parcels (Base Year of FY 2023-24) [1] [2]

Original Parcel	Village Number	Expected Land Uses				Assigned Maximum Annual Special Tax per Unit [1] [2]	Assigned Maximum Annual Special Tax per Village [1] [2]
		Tax Category	Acres	Planned Units	Planned Units per Acre		
498-180-001	FD-24 (Portion)	MDR	4.63	30	6.5	$1,767.00	$53,010.00
498-180-002	FD-24 (Portion)	MDR	6.35	49	7.7	$1,767.00	$86,583.00
498-180-003	FD-24 (Portion)	MDR	6.36	56	8.8	$1,767.00	$98,952.00
CFD Totals			**17.34**	**135**			**$238,545.00**

"att3"

[1] This amount may be increased by the Tax Escalation Factor in each Fiscal Year following the Base Year as described in this RMA.
[2] If amended to included Annexation Parcels, the Maximum Annual Special Tax for Annexation Parcels would also be subject to the Tax Escalation Factor.

Attachment 4
Parkside at Sierra Vista CFD No. 1 (Public Facilities)
Maximum Annual Maintenance Special Taxes by Tax Category
for the Base Year of FY 2023-24 [1]

Expected Land Uses (Tax Category)	Maintenance Special Tax per Unit/Taxable Acre Before Transition Event [1]	 After Transition Event [1]
Residential Uses	***per Unit***	***per Unit***
Low Density Residential (LDR)	$0.00	$993.50
Medium Density Residential (MDR)	$0.00	$883.50
High Density Residential (HDR) [2]		
High Density Residential (HDR) For-Sale [2]	$0.00	$0.00
High Density Residential (HDR) For-Rent [2]	$0.00	$0.00
Affordable Medium Density Residential	$0.00	$441.75
Affordable High Density Residential [2]	$0.00	$0.00
Nonresidential Uses [2]	***per Taxable Acre***	
Mixed Use (MU) [2]	$0.00	$0.00
Business Professional (BP) [2]	$0.00	$0.00
Community Commercial (CC) [2]	$0.00	$0.00
Undeveloped Property	$0.00	$6,878.50

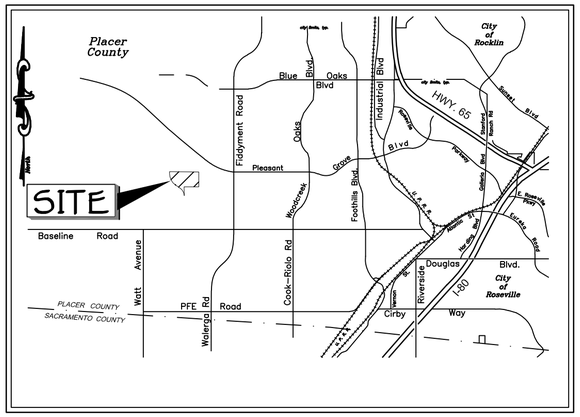
"att4"

[1] This amount is subject to increase by the Tax Escalation Factor in each Fiscal Year following the Base Year as described in this RMA.

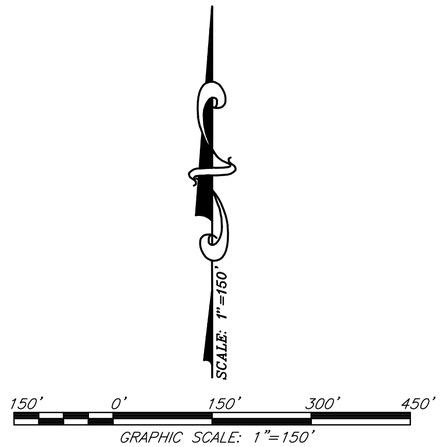
[2] If a Low Density Residential, Medium Density Residential or Affordable Medium Density Residential Parcel with a Special Tax is rezoned to a use with an identified Special Tax of $0 in this attachment, the Special Tax would be assigned to the Parcel using the provisions of Section 4 of this RMA.

Map 1

BOOK _____ OF COMMUNITY FACILITIES DISTRICT, PAGE _____



VICINITY MAP



PROPOSED BOUNDARY MAP

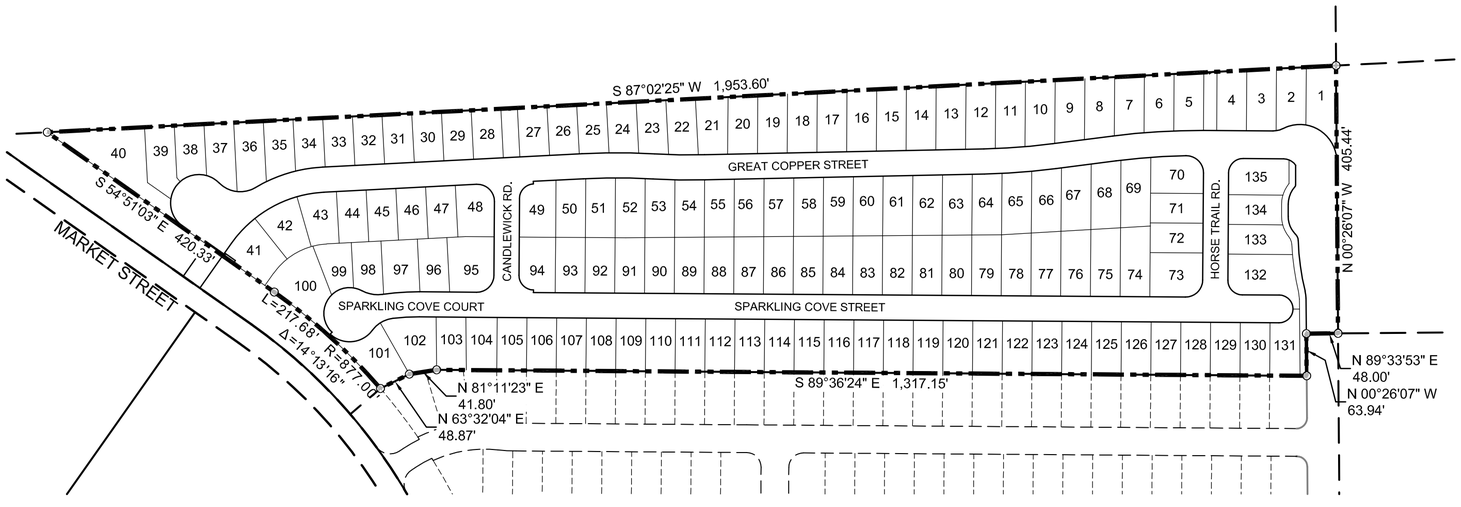
PARKSIDE AT SIERRA VISTA
COMMUNITY FACILITIES DISTRICT NO. 1

(PUBLIC FACILITIES)

CITY OF ROSEVILLE, COUNTY OF PLACER

STATE OF CALIFORNIA

SCALE: 1" = 150' SHEET 1 OF 1



LEGEND:

DISTRICT BOUNDARY

CITY CLERK'S STATEMENT:

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA THIS _____ DAY OF _____, 2022.

_____
CARMEN AVALOS, CITY CLERK
CITY OF ROSEVILLE
PLACER COUNTY, CALIFORNIA

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF PARKSIDE AT SIERRA VISTA COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES), CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF ROSEVILLE, AT A REGULAR MEETING THEREOF HELD ON THE _____ DAY OF _____, 2022, BY ITS RESOLUTION NUMBER _____.

_____
CARMEN AVALOS, CITY CLERK
CITY OF ROSEVILLE
PLACER COUNTY, CALIFORNIA

RECORDER'S STATEMENT:

FILED THIS _____ DAY OF _____, 2022, AT THE HOUR OF _____ O'CLOCK, __.M., IN BOOK _____ OF MAPS OF COMMUNITY FACILITIES DISTRICT, AT PAGE _____, IN THE OFFICE OF THE RECORDER OF THE COUNTY OF PLACER, STATE OF CALIFORNIA.

DOC NO._____

RYAN RONCO
PLACER COUNTY RECORDER

FEE: _____

BY:_____
DEPUTY

MAP PREPARED BY:

BAKER-WILLIAMS ENGINEERING GROUP
Engineering / Surveying / Land Planning / Entitlement Processing / GPS Services
6020 Rutland Drive, Suite 19 ~ Carmichael CA 95608
(916) 331-4336 ~ fax (916) 331-4430 ~ office@bwengineers.com

EXHIBIT B:

List of Authorized Facilities and Services

EXHIBIT B

City of Roseville
Villages at Sierra Vista
Parkside at Sierra Vista Community Facilities District No. 1 (Public Facilities)
Placer County, California

LIST OF AUTHORIZED FACILITIES AND SERVICES

AUTHORIZED FACILITIES

Improvements

Public roadway improvements designed to meet the needs of the project, including those improvements identified in the project Development Agreement (DA) Sections 3.5.17 and 3.5.18, including but not limited to;

- Federico Drive.
- Fiddyment Road.
- Market Street.
- Santucci Boulevard.
- Summerfaire Drive.
- Silver Spruce Drive.
- Sierra Glen Drive.
- Vista Park Drive.
- Vista Grande Boulevard.
- Westbrook Boulevard.

Eligible roadway improvements include the following items: acquisition of land and easements; roadway design; project management; geotechnical engineering, testing and observations, bridge crossings and culverts; clearing, grubbing, and demolition; grading, soil import/export, paving (including slurry seal), and decorative/enhanced pavement concrete or pavers; power pole relocations; joint trenches, underground utilities, and undergrounding of existing utilities; dry utilities and appurtenances; curbs, gutters, sidewalks, bike trails (including on- and off-site), park and ride facilities, bus rapid transit improvements, including transfer stations and regional public transit improvements; retaining walls, sound walls, enhanced fencing, and access ramps; street lights, signalization, and traffic signal control systems; bus turnouts; signs and striping; erosion control; median and parkway landscaping and irrigation; entry monumentation; bus shelters; masonry walls; traffic control and agency fees; and other improvements related thereto. Eligible improvements for the roads listed above also include any and all necessary underground potable and non-potable water, sanitary sewer, and storm drainage system improvements.

Potable and Non-Potable Water System Improvements

Authorized facilities include any and all on- and off-site backbone water facilities designed to meet the needs of development of the project. These facilities include potable and non-potable mains, valves, services, and appurtenances; wells; and water treatment and storage facilities, and related improvements, including but not limited to: site clearing, grading, and paving; curbs and gutters; recycled water storage tanks, booster pump stations, and all appurtenances thereto; wells; water treatment; stand-by generator; site lighting, drainage, sanitary sewer, and water service; landscaping and irrigation; access gates and fencing; striping and signage; and the following:

- Water lines in/associated with authorized facility roads.
- Recycled water lines in/associated with authorized facility roads.
- Well construction or financial contributions thereto on, but not limited to JM-60.
- Water Tank Site Improvements (DA Section 3.8.2).
- Recycled Water Storage Tank Facility
- Reimbursement obligation for the Baseline Road 24" water line (DA Section 3.8.3).
- CFD obligations for RW tank(s) required by DA Section 3.9.

Drainage System Improvements

Authorized facilities include any and all on- and off-site backbone drainage and storm drainage improvements designed to meet the needs of development of the project. These facilities include mains, pipelines and appurtenances, outfalls and water quality measures, temporary drainage facilities, detention/retention basins, and drainage pretreatment facilities; drainage ways/channels, pump stations, landscaping, and irrigation; access roads, gates, and fencing; striping and signage; and the following:

- All storm drain lines and facilities in/associated with authorized facility roadways.
- Retention, detention, hydro-modification, and other drainage facilities.

Wastewater System Improvements

Authorized facilities include any and all on- and off-site backbone wastewater facilities designed to meet the needs of development of the project. These facilities include pipelines and all appurtenances thereto; manholes; tie-in to existing main line; force mains; lift stations; odor-control facilities; sewer treatment plant improvements and permitting related thereto; and related sewer system improvements, including but not limited to:

- All wastewater facilities in/associated with authorized facility roadways.

Solid Waste Improvements

Authorized facilities include any and all backbone solid waste improvements designed to meet the needs of development of the project. Eligible improvements also include the

project's pro-rata contribution, as described in the project DA, to the Sierra Vista Specific Plan (SVSP) Solid Waste Recycling Center (DA Section 3.26(iii)).

Park, Landscape Corridor and Paseo Improvements

Authorized facilities include any and all improvements to parks, landscape corridors and paseos located in the project, including but not limited to:

- Construction of Park Sites as identified by the Specific Plan.
- Construction of Paseos as identified by the Specific Plan.

Open Space Improvements

Authorized facilities include any and all open space improvements designed to meet the needs of development of the project, including bike trails, bike/pedestrian bridges, storm drain crossings, storm drain detention/retention, wetland mitigation, tree mitigation, on- and off-site hawk/raptor mitigation, agricultural mitigation or wetland mitigation, property acquisition, endowment payments for open space management, landscaping and irrigation, access gates and fencing, and related open space improvements, including but not limited to:

- Improvements as identified by the Specific Plan.
- Wetland creation mitigation, fencing, etc.

Utilities

Authorized facilities include any and all on- and off-site utility improvements designed to meet the needs of development of the project. All utility improvements, easement payments, and land acquisition not located under or alongside transportation improvements are considered authorized facilities. Authorized facilities also shall include costs related to the acquisition of the off-site electric substation site; site clearing; grading; street frontage improvements, including curbs, gutters, and paving; and construction of an all-weather access road to the site from the nearest public street or extension of temporary 12kV overhead lines as described in the project DA, including but not limited to:

- SVSP Electric Substation site acquisition, and improvements required by DA Section 3.11.3.
- Temporary overhead 12kV lines to loop SVSP substation to line in WRSP Phase 3 and 4.

Other Public Facilities

Authorized facilities includes any and all public facilities or infrastructure, including the project's pro-rata contribution to the land acquisition of the off-site fire station site, site clearing, grading, and street frontage improvements including curbs, gutters, and paving, including but not limited to:

- Fire Station site reimbursement obligations in DA Section 3.23.

Development Impact Fees

Authorized facilities include development impact fees paid and not otherwise reimbursed, whether standard City or County fees levied at the time of the issuance of a building permit or required as part of the DA for the property. Fees include, but are not limited to, the South Placer Regional Transportation Authority Tier II Traffic Fee, City of Roseville City Wide Park Fee, City of Roseville Public Facilities Fee, and Public Benefit Fee (as defined in Section 3.14.3 of the DA for the property).

Formation, Administrative, and Incidental Expenses

In addition to the above facilities, other expenses incidental to the above and authorized by the Mello-Roos Community Facilities Act of 1982, including but not limited to: the cost of planning, permitting, and designing the facilities (including the cost of environmental evaluation, orthophotography, environmental remediation/mitigation, and preparation of an overarching Operation and Maintenance Plan for the City of Roseville Open Space Preserves); land acquisition and easement payments for the facilities; project management; construction staking; engineering studies and reports; utility relocation and demolition costs incidental to construction of the facilities, wetland/Species mitigation purchase; reimbursements to other areas for infrastructure facilities or planning serving development in the CFD; Sierra Vista Specific Plan planning, legal, engineering, technical studies costs related to the facilities and any other expenses incidental to the construction, completion, and inspection of the facilities.

In addition, costs eligible to be financed by the CFD shall include all costs associated with the formation and ongoing administration of the CFD and issuance of bonds; determination of the amount of taxes and collection of taxes; inspection, plan check and other costs related to acceptance of the facilities by the City, payment of taxes; and any other costs incurred to carry out the authorized purposes of the CFD.

NOTICE OF PUBLIC HEARING ON PROPOSED CITY OF ROSEVILLE PARKSIDE AT SIERRA VISTA COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES) CITY OF ROSEVILLE, PLACER COUNTY, CALIFORNIA

The City of Roseville is considering the formation of a community facilities district (the "CFD") under the authority of the Mello-Roos Community Facilities District Act of 1982, as amended, to fund certain public facilities related to new development within the City of Roseville, and to incur bonded indebtedness of the CFD.

This Notice contains a brief summary of the proposal, but you are referred to the City Council's Resolution of Intention to Form a Community Facilities District and Levy a Special Tax (No. 22-400, adopted October 19, 2022) and its Resolution of Intention to Incur Bonded Indebtedness (No. 22-401, adopted October 19, 2022) for details of the proposals.

The proposal is to subject the property within the CFD to a special tax which will be used to pay for authorized facilities within the CFD, including paying principal and interest on bonds used to build facilities, and will expire when the bonds are retired and all eligible facilities are financed. The proceeds of the bonds will be used to pay for the facilities and other expenses set forth in the resolutions referred to in the preceding paragraph. A map showing the land proposed to be included in the CFD is on file with the City Clerk.

As set forth below, the City Council will hold a public hearing on the establishment of the CFD, the facilities to be financed by the CFD, and the levy of the special tax within the CFD.

The proposal also includes authority to issue up to $15,000,000 in bonds to be repaid by the special tax. Neither the City of Roseville nor any person outside the CFD has any liability for the special tax or the bonds. The security for the bonds is limited to the property subject to the special tax within the CFD.

In order to confer the authority upon the City Council of the City of Roseville to levy the special tax and to issue the bonds, a public hearing must be held on the proposal, then the City Council will decide whether to form the CFD, and finally the qualified electors within the CFD must approve the proposal by a two-thirds vote. Where the CFD is uninhabited (as is the case here) the qualified electors are, pursuant to law, the owners of property within the CFD.

This is the notice of the public hearing. The public hearing will be held during the City Council meeting on December 7, 2022 at 6:00 p.m., in the Roseville Civic Center Council Chambers located at 311 Vernon Street, Roseville, California 95678.

At the hearing, the testimony of all interested persons or potential special taxpayers for or against the formation of the CFD, the authorization to levy the special tax, and the authorization to issue the bonds will be heard.

If written protests against the proposed CFD are delivered to the City Clerk at or before the time set for the hearing by either registered voters residing within, or the owners of property

within, the proposed CFD, they will be counted toward a possible majority protest. Such protests by a majority of the registered voters residing within the CFD or by the owners of a majority of the land area within CFD which is or will be subject to the special tax, if not withdrawn prior to the close of the hearing so as to reduce the value of the protests to less than a majority, will require the proposed CFD to be eliminated from immediate consideration, and prevent its being included in a subsequent proceedings for at least one year.

If the City Council, after the public hearing, determines that a majority protest under Section 53324 of the California Government Code was not made at the hearing, the City Council may conduct an election by mailed ballot to levy a special tax within the CFD.

Questions should be directed to the undersigned, telephone (916) 774-5263.

Dated: _____, 2022

/s/ Carmen Avalos
Carmen Avalos, City Clerk
City of Roseville

COUNCIL COMMUNICATION

CC #: 2421
File #: 0113-02

Title:	Community Development Block Grant – 2022 Annual Action Plan Substantial Amendment and Loan Agreement
Contact:	Kristine Faelz 916-774-5451 kpfaelz@roseville.ca.us

Meeting Date: 12/7/2022
Item #: 8.4.

RECOMMENDATION TO COUNCIL

Staff requests that the City Council:

1. Receive public comment on the proposed amendment to the 2022 Annual Action Plan;
2. Adopt a resolution to approve the proposed amendment to the 2022 Annual Action Plan, and authorize the City Manager to execute necessary documents and certifications on behalf of the City of Roseville for submittal to the U.S. Department of Housing & Urban Development; and
3. Adopt a resolution to approve the Community Development Block Grant loan agreement between the City of Roseville and AMI Housing, Inc., and authorize the City Manager to execute necessary documents on behalf of the City of Roseville.

BACKGROUND

As an entitlement jurisdiction, the City of Roseville receives an annual allocation of Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development (HUD) to promote affordable housing and community development programs for low-income residents. Each year the City must produce an Annual Action Plan outlining how CDBG funds will be used to address the goals of the five-year Consolidated Plan. On May 18, 2022, Council approved the Annual Action Plan for the 2022/23 program year, which included a proposed project to allocate up to $425,000 toward affordable rental housing development to benefit low-income households and individuals.

In June of 2022, the City released a Notification of Funding Availability (NOFA) in pursuit of a qualified affordable housing developer or project sponsor. The City received one proposal, in response to the NOFA, from AMI Housing to acquire a property they are currently leasing in a residential neighborhood. The property, known as Monarch House, is a 4-bedroom home located at 1122 Salmon Drive. AMI Housing's program provides emergency crisis stabilization housing and housing navigation services for extremely low-income individuals undergoing a mental health crisis. Monarch House has been operating at the same site since 2015 and is known and accepted by the surrounding neighbors. An average of fifty (50) Placer County residents receive

services at this location each year. AMI Housing currently receives operational funding through a contract with Placer County Adult System of Care and the Mental Health Services Act (MHSA).

AMI Housing's proposal to purchase this property is timely as their landlord recently gave notice of their intention to sell the property. The purchase price for the Monarch House will total $615,000 in addition to closing costs. The City is proposing an acquisition loan in the amount of $400,000 plus closing costs, with a loan total not to exceed $425,000, funded by CDBG carryover funds from prior year (2019, 2020, and 2021) grants. Placer County Adult System of Care will grant the remaining funds necessary to acquire the property as well as continue funding operational costs that cover staffing, maintenance and administration of the program.

In order to issue the loan, the City must amend the 2022 CDBG Action Plan. While AMI Housing's proposal to acquire the Monarch House property is consistent with the intent of CDBG funding, it does not specifically fall into any of the project categories in the current plan. The proposed substantial amendment will replace "funding in support of affordable rental housing development" project, with "acquisition of transitional housing facility" to ensure compliance. In order to provide the public, the opportunity to review and comment on the proposed substantial amendment the City opened a public comment period which began October 7th and concludes December 7, 2022.

Staff is requesting approval of the proposed acquisition, approval of the draft Loan Agreement, as well as authority to finalize and sign the Promissory Note, Deed of Trust, and Regulatory Agreement in order to loan CDBG funds to AMI Housing to purchase the property. The Regulatory Agreement will establish a maximum of six (6) units for extremely low-income (30% of Area Median Income) households and restrict the occupancy, operation, ownership, and management of the project. The recommended agreement will also support the City's General Plan in meeting the affordable housing goals and Regional Housing Needs Allocation.

FISCAL IMPACT

CDBG funding is provided as a federal grant to the City. These grants are used to offset potential costs to the General Fund and to serve the low-income community. This item does not impact the City's General Fund.

ENVIRONMENTAL REVIEW

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

CDBG funds are subject to the National Environmental Protection Act (NEPA) as implemented by HUD at 24 CFR 58. NEPA reviews will be completed for each program and project funded prior to any expenditures for these activities.

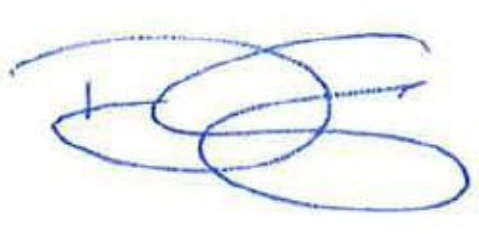
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal C - Maintain a safe and healthy community

Respectfully Submitted,

Kristine Faelz, Housing Analyst

Melissa Anguiano, Economic Development Director



_____

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 22-431

Substantial Amendment to Annual Action Plan

Reso 22-432

AMI Monarch House Loan Agreement with Exhibits

RESOLUTION NO. 22-431

APPROVING THE PROPOSED AMENDMENT TO THE 2022 ANNUAL ACTION PLAN

WHEREAS, as an entitlement jurisdiction, the City of Roseville receives an annual allocation of Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development (HUD) to promote affordable housing and community development programs for low-income residents; and

WHEREAS, each year the City must produce an Annual Action Plan outlining how CDBG funds will be used to address the goals of the five-year Consolidated Plan; and

WHEREAS, on May 18, 2022, Council approved the Annual Action Plan for the 2022/23 program year, which included a proposed project to allocate up to $425,000 toward affordable rental housing development to benefit low-income households and individual; and

WHEREAS, in June of 2022, the City released a Notification of Funding Availability (NOFA) in pursuit of a qualified affordable housing developer or project sponsor; and

WHEREAS, the City received one proposal, in response to the NOFA, from AMI Housing to acquire a property they are currently leasing in a residential neighborhood; and

WHEREAS, in order to issue the loan, the City must amend the 2022 CDBG Action Plan; and

WHEREAS, the proposed substantial amendment will replace "funding in support of affordable rental housing development" project, with "acquisition of transitional housing facility" to ensure compliance; and

WHEREAS, the proposed amendment to the 2022 Annual Action Plan has been reviewed by the City Council.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that the Amended 2022 Annual Action Plan is hereby adopted and the City Manager or his designee is authorized to execute necessary documents and certifications on behalf of the City of Roseville for submittal to the U.S. Department of Housing and Urban Development.

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

SUBSTANTIAL AMENDMENT #1 TO THE 2022-23 ANNUAL ACTION PLAN

The following is a summary and draft language that amends the 2022-23 Annual Action Plan.

Background

The City of Roseville proposes a Substantial Amendment to the 2022 Annual Action Plan.

This document constitutes the City of Roseville's proposed substantial amendment to the following document:
• 2022 Annual Action Plan, covering July 1, 2022 through June 30, 2023

Proposed Substantial Amendment to 2022 Annual Action Plan:

On May 18, 2022, Council approved the Annual Action Plan for the 2022/23 program year, which included a proposed project to allocate up to $500,000 toward affordable rental housing development to benefit low-income households and individuals. The proposed project was titled, "Funding in support of affordable rental housing development". The intended goal of the project was to support new housing development through acquisition of a site to be used for affordable rental housing development for low-income households and individuals. The proposed project would support the development of affordable rental housing goal in the Consolidated Plan, and was estimated to serve five households.

The City is proposing to revise the "funding in support of affordable rental housing development" project to "acquisition of transitional housing facility". This update will allow the City to acquire a facility to be used for transitional housing, and the Consolidated Plan goal related to the proposed amendment will now be "addressing homelessness". The amendment proposes to allocate $425,000 of funding toward this project. An estimated 50 residents would benefit from any activities related to this project.

The following sections in the 2022 Annual Action Plan will be amended (revisions are noted in red).

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Addressing Homelessness	2020	2024	Homeless		Shelter and Housing for Homeless Persons	~~$101,070~~ $526,070	Public service activities other than Low/Moderate Income Housing Benefit: 391 Persons Assisted Overnight/Emergency Shelter/Transitional Housing Beds added: 4 beds added
~~2~~	~~Development of Affordable Rental Housing~~	~~2020~~	~~2024~~	~~Affordable Housing~~		~~Shelter and Housing for Homeless Persons Affordable Rental Housing Maintaining the~~	~~$500,000~~	~~Rental units constructed: 5 Household Housing Unit~~

						~~Affordable Housing Stock~~		

AP-35 Projects – 91.220(d)

Introduction

During program year 2022, the City of Roseville will use CDBG funds to address the following priority needs identified in the 2020-2024 Consolidated Plan:

- Shelter and Housing for Homeless Persons
- Affordable Rental Housing
- Services for Seniors and Persons with Disabilities
- Services for Youth
- Food and Nutrition Programs
- Maintaining the Affordable Housing Stock
- Services for Sexual Assault and Domestic Violence Victims
- Recreational facilities and infrastructure

#	Project Name
1	Administration and Planning
2	AMI Housing Temporary Rent & Utility Assistance with Supportive Services
3	KidsFirst Family Mental Wellness Program
4	Placer Veterans Stand Down Event
5	Seniors First Meals on Wheels
6	St. Vincent de Paul Society BAGS Home Delivery Program
7	Stand Up Placer Roseville Victims Services Project
8	The Gathering Inn Dental Care
9	The Gathering Inn Mental Wellness
10	The Gathering Inn Office Soundproofing
11	Volunteers of America Home Start Pedestrian Gate Project
12	Johnson Pool ADA Improvements
13	Roseville Owner-Occupied Housing Rehabilitation Program
~~14~~	~~Funding in Support of Affordable Rental Housing Development~~
14	Acquisition of transitional housing facility

Table 3 – Project Information

AP-38 Project Summary

Project Summary Information

~~**Project Name**~~	~~Funding in support of affordable rental housing development~~
~~**Goals Supported**~~	~~Development of Affordable Rental Housing~~
~~**Needs Addressed**~~	~~Affordable Rental Housing~~

~~**Funding**~~	~~CDBG: $500,000 (available prior year carryover funds)~~
~~**Description**~~	~~The development of rental housing affordable to low-income households and individuals.~~
~~**Target Date**~~	~~6/30/2023~~
~~**Estimate the number and type of families that will benefit from the proposed activities**~~	~~5 households (5 rental units constructed)~~
~~**Location Description**~~	~~Roseville Citywide~~
~~**Planned Activities**~~	~~Funding towards the development of affordable housing. Project will support new housing development through acquisition of a site to be used for affordable rental housing development.~~

Project Name	Acquisition of transitional housing facility
Goals Supported	Addressing Homelessness
Needs Addressed	Shelter and Housing for Homeless Persons
Funding	CDBG: $425,000 (available prior year carryover funds)
Description	The acquisition of a transitional housing facility to serve low-income households and individuals.
Target Date	6/30/2023
Estimate the number and type of families that will benefit from the proposed activities	An estimated 50 residents will benefit from the proposed activities.
Location Description	Roseville Citywide
Planned Activities	Funding to assist with the acquisition of a facility for transitional housing for low-income persons.

RESOLUTION NO. 22-432

APPROVING A LOAN AGREEMENT FOR 1122 SALMON DRIVE PROPERTY ACQUISITION, BY AND BETWEEN THE CITY OF ROSEVILLE AND ADVOCATES FOR MENTALLY ILL HOUSING, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Loan Agreement for 1122 Salmon Drive Property Acquisition for Community Development Block Grant (CDBG) funds for the acquisition of a transitional housing facility, by and between the City of Roseville and Advocates For Mentally Ill Housing, Inc., has been reviewed by 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, the Regulatory Agreement and all necessary loan documents on behalf of the City of Roseville; and

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

LOAN AGREEMENT FOR 1122 SALMON DRIVE PROPERTY ACQUISITION

(COMMUNITY DEVELOPMENT BLOCK GRANT)

THIS AGREEMENT is made and entered into this ___ day of _____, 20__, by and between the City of Roseville, a municipal corporation ("CITY") and the Advocates for Mentally Ill Housing, Inc., a California nonprofit corporation ("SUBRECIPIENT"),

W I T N E S S E T H:

WHEREAS, SUBRECIPIENT is a nonprofit corporation organized under the laws of the State of California and qualifying for federal tax exempt status; and

WHEREAS, CITY has allocated Community Development Block Grant (CDBG) funds for SUBRECIPIENT's acquisition of the transitional housing facility located at 1122 Salmon Drive (the "Property"); and

NOW, THEREFORE, the parties agree as follows:

1. Loan. CITY hereby agrees to loan CDBG funds to SUBRECIPIENT in an amount note to exceed four hundred twenty five thousand dollars ($425,000.00) (the "Loan"). The amount of the Loan will be determined during the escrow process and made on the terms set forth in this Agreement and in the Promissory Note and Deed of Trust, copies of which are attached hereto as Exhibits "A" and "B," respectively. Subsequent to the execution of this Agreement, the parties agree to execute the Promissory Note and Deed of Trust in substantially the same forms as Exhibits "A" and "B," respectively.

2. Term. The term of this Agreement shall commence upon disbursement of the loan funds and shall terminate on the fifty fifth (55th) anniversary of the commencement date, if not terminated earlier by reason of default or repayment of the loan.

3. Regulatory Agreement. In consideration for the Loan, SUBRECIPIENT agrees to execute a Regulatory Agreement substantially in the form of that attached hereto as Exhibit "C," and consents to the recordation of the Regulatory Agreement against the Property. The Regulatory Agreement shall be executed and recorded in concurrence with the Loan.

4. Use of Funds. Use of funds allocated hereunder to SUBRECIPIENT shall be subject to the following express terms and conditions:

A. SUBRECIPIENT shall use all funds provided pursuant to this Agreement exclusively for purchase money financing for acquisition of the real property located at 1122 Salmon Drive.

B. SUBRECIPIENT shall continue to use the facility at 1122 Salmon Drive to render services only to recipients meeting appropriate income eligibility criteria.

C. No funds paid by CITY hereunder shall be used directly or indirectly by SUBRECIPIENT for any lobbying or political activity whatsoever.

D. SUBRECIPIENT shall use all moneys received pursuant to this Agreement in conformity with the applicable provisions of 24 CFR Part 570, issued by the United States Department of Housing and Urban Development (HUD) (Administrative Regulations for Community Block Grants).

6. Funds to be Expended During Current Fiscal Year. The loan shall be funded only from the Community Development Block Grant fund during the current fiscal year. All funds borrowed by SUBRECIPIENT under this Agreement shall be disbursed directly into escrow and

spent prior to the end of the current fiscal year. All funds not spent within the current fiscal year shall be returned to CITY within thirty (30) days after the conclusion of the current fiscal year.

No other funds of CITY, including without limitation its general fund, shall be liable for any payment under this Loan Agreement, nor is the taxing power of CITY pledged in any manner.

7. SUBRECIPIENT as Independent Entity. SUBRECIPIENT and the agents or employees of SUBRECIPIENT shall act in an independent capacity and not as officers, employees or agents of CITY in performance of this Loan Agreement.

8. Termination:

A. Prior to disbursement of the loan funds, either party shall have the right to terminate this Agreement upon thirty (30) days written notice thereof being served on the other party.

B. In the event that CITY receives communication from the federal government prior to disbursement of the loan funds that funds available to CITY under the Community Development Block Grant Program are to be reduced or withdrawn by the federal government, CITY may at its option terminate this Agreement immediately.

C. If, through any cause, SUBRECIPIENT shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if SUBRECIPIENT shall violate any of the covenants, requirements or stipulations of this Agreement, CITY shall thereupon have the right to terminate this Agreement by giving at least five (5) days written notice to SUBRECIPIENT of such termination, specifying the effective date of such termination. Notwithstanding the above, SUBRECIPIENT shall not be relieved of liability to CITY for

damages sustained by CITY or others by virtue of any breach of this Agreement by SUBRECIPIENT.

9. No Assignment. This Agreement is not assignable by SUBRECIPIENT either in whole or part, without the express written authorization of City.

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

11. All Terms to be in Writing. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on either of the parties hereto.

12. Records:

A. SUBRECIPIENT shall maintain all necessary books and records, including property, personnel and financial records, in accordance with requirements prescribed by HUD or CITY with respect to all matters covered by this Agreement. Except as otherwise authorized by HUD, such records shall be maintained for a period of three (3) years after receipt of the final payment under this Agreement.

B. Upon request for examination by CITY, SUBRECIPIENT shall, at any time during normal business hours, make available all of its records with respect to all matters covered by this Agreement. SUBRECIPIENT shall permit CITY to audit, examine and make excerpts or transcripts from these records.

13. Conflict of Interest: No member, officer, or employee of SUBRECIPIENT or its designees or agents, who exercises any function or responsibility with respect to the program during his or her tenure, or for one (1) year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for activities performed in connection

with the program assisted under this Agreement. SUBRECIPIENT shall incorporate, or cause to be incorporated, in all subcontracts a provision prohibiting such interest pursuant to the purposes of this Section.

14. Compliance with Governmental Regulations: SUBRECIPIENT shall, at its sole cost and expense, comply with all applicable municipal, county, state and federal requirements now in force, or which may hereafter be in force pertaining to any and all activities contemplated under this Agreement.

SUBRECIPIENT shall comply with any applicable provisions of 24 CFR 570, which is available for review in the CITY Economic and Community Services Office.

15. Fair Employment. SUBRECIPIENT shall comply with the provisions of the Fair Employment and Housing Act (Government Code §12900, et seq.), the regulations promulgated thereunder (2 CCR §7285.0, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (§§11135-11139.5) and the regulations or standards adopted by the State of California to implement such article.

SUBRECIPIENT shall give advice of its obligation under this Grant Agreement to labor organizations or contractors with which it has collective bargaining or other agreements. SUBRECIPIENT shall include nondiscrimination compliance provisions similar to those of this Agreement in all subcontracts to perform work under this Agreement.

16. Discrimination Prohibited: SUBRECIPIENT shall not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, color, religion, sex, national origin, ancestry, age, or physical or mental disability, as more specifically set forth in Sections 570.602 and 570.601 of the aforesaid HUD Regulations. During the performance of this Agreement SUBRECIPIENT agrees as follows:

A. No person in the United States shall, on the grounds of race, color, religion, national origin, sex, age or disability, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.

B. SUBRECIPIENT will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age or physical or mental disability. SUBRECIPIENT shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, age or physical or mental disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. SUBRECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause:

C. SUBRECIPIENT will in all solicitations or advertisements for employees placed by or on behalf of SUBRECIPIENT, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, ancestry, age or physical or mental disability.

17. OMB Circulars:

A. This Agreement is subject to the requirements of the Office of Management and Budget, Circular A-122, "Cost Principles for Nonprofit Organizations," a copy of which is available for review in CITY's Housing Division Office.

B. This Agreement is subject to the requirements of the Office of

Management and Budget, Circular A-110, "Grants and Agreements with Institutions," a copy of which is available for review in CITY's Housing Division Office.

18. Property Ownership and Procurement:

A. In the event this Agreement is not fully performed to the satisfaction of CITY, any and all non-expendable furnishings, equipment or other personal property purchased pursuant to this Agreement and having a useful life or more than one (1) year and a purchase price of three hundred ($300) dollars or more and not consumed in the performance of this Agreement shall become the property of CITY. Such property shall be delivered to CITY upon written notification by CITY to SUBRECIPIENT.

B. Property acquired in whole or in part with funds provided pursuant to this Agreement shall be managed in accordance with the provisions of OMB A-110 (Revised).

C. Upon termination of this Agreement, SUBRECIPIENT shall transfer to CITY any CDBG funds on hand at the time of termination and any accounts receivable attributable to the use of CDBG funds. If SUBRECIPIENT ceases to use any asset acquired with CDBG funds for the purpose described in this Agreement, SUBRECIPIENT shall either pay to CITY the fair market value of the asset or transfer control of the asset to CITY.

19. Indemnification. To the fullest extent allowed by law, SUBRECIPIENT 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 SUBRECIPIENT's negligence or willful misconduct in the performance of this Agreement, save and except those matters arising

from CITY's sole negligence or willful misconduct. The parties intend that this provision shall be broadly construed.

SUBRECIPIENT'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.

20. Insurance. During the term of this Agreement SUBRECIPIENT shall maintain in full force and effect the following policies of insurance:

COVERAGE	LIMITS OF LIABILITY
Workers' Compensation	Statutory
Commercial General Liability	$1,000,000 each occurrence $2,000,000 aggregate Personal Injury: $1,000,000 each occurrence $2,000,000 aggregate
Automobile Liability	$1,000,000 combined single limit

a. Form. SUBRECIPIENT 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. SUBRECIPIENT 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 SUBRECIPIENT. The additional insured coverage under the SUBRECIPIENT'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. SUBRECIPIENT 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. SUBRECIPIENT 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, SUBRECIPIENT shall require its subcontractors to agree to be bound to SUBRECIPIENT and CITY in the same manner and to the same extent as SUBRECIPIENT is bound to CITY under this Agreement. Additionally, SUBRECIPIENT 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. SUBRECIPIENT hereby agrees to waive subrogation which any insurer of SUBRECIPIENT may acquire from SUBRECIPIENT by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of CITY, its officers, agents, employees and volunteers for all worked performed by SUBRECIPIENT, its employees, agents and subcontractors.

h. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve SUBRECIPIENT 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.

21. Notice. Any notice required by this Agreement shall be delivered or sent by first class mail, United States postage prepaid, addressed as follows:

CITY	SUBRECIPIENT
City of Roseville City Manager 311 Vernon Street Roseville, CA 95678	Jennifer Price, CEO Advocates for Mentally Ill Housing, Inc. PO Box 5216 Auburn, CA 95604

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

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

23. 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.

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

25. 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.

26. 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 Loan 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 SUBRECIPIENT has caused this Agreement to be executed.

CITY OF ROSEVILLE, a municipal corporation

BY:_____
DOMINICK CASEY
City Manager

ATTEST:

BY: _____
CARMEN AVALOS
City Clerk

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____
MELISSA ANGUIANO
Economic Development Director

ADVOCATES FOR MENTALLY ILL HOUSING, INC. a California nonprofit corporation

BY: Sacramento, MA

its: President

and

BY: Tom Drake

its: SECRETARY

EXHIBIT A
FORM OF PROMISSORY NOTE

PROMISSORY NOTE SECURED BY DEED OF TRUST

$_____ Date:_____

1. FOR VALUE RECEIVED, the undersigned, Advocates for Mentally Ill Housing, Inc., a California nonprofit corporation ("Maker"), promises to pay to the order of the CITY OF ROSEVILLE, a municipal corporation ("Lender"), the principal sum of _____($_____) (the "Loan"), together with interest thereon in the manner provided for below.

2. Maker and Lender have entered into that certain Loan Agreement dated _____, 20__ (the "Loan Agreement"). Capitalized terms not defined in this Note shall have the meanings ascribed in the Loan Agreement. Pursuant to the Loan Agreement and the exhibits thereto, Lender is loaning to Maker certain funds in the amount of the Loan for acquisition of the Property. The Loan shall be due and payable on the terms contained in Section 3.2 of this Note.

3. Loan.

3.1 The Loan shall bear 3% simple interest.

3.2 This Note is forgivable, upon expiration of the term, or payable upon default of the Deed of Trust and Assignment of Rents Containing Covenants and Restrictions (the "Deed of Trust") of even date herewith and recorded against the Property; provided, however, that upon default of the Loan Agreement, the Deed of Trust or this Note the holder shall be entitled to exercise any remedies to which it may be entitled, including the imposition of the default rate of interest provided for in Section 5 herein.

3.3. The term of this Note is fifty five (55) years.

4. This Note is secured by the Deed of Trust, which creates a lien upon the Property.

5. The Deed of Trust requires that the Property be used in the manner specified by the Deed of Trust for a period of thirty (30) years from the date thereof. In the event of any default of the Deed of Trust or this Note, interest shall accrue at the rate of ten percent (10%) (the "Default Rate") from the date of default. The portion of the principal amount of this Note subject to accrual of interest shall be computed by multiplying 1 /360 times the number of unexpired months of the term of this Note as of the date of default, times the total principal amount disbursed under this Note.

6. Maker shall have the right to prepay the principal amount of this Note, in whole or in part, at any time, together with interest at the Default Rate, computed as if in the event of default as set forth in Section 5 above.

7. Upon any default, the holder of this Note may apply payments received on any amounts due hereunder or under the terms of any instrument now or hereafter evidencing or securing the indebtedness as said holder may determine and, if the holder of this Note so elects, notice of election being expressly waived by Maker, the principal remaining unpaid with accrued interest shall at once become due and payable.

8. The Maker waives presentment, protest and demand, notice of protest, demand and dishonor and nonpayment of this Note and agrees to pay all costs of collection when incurred, including reasonable attorneys fees, and to perform and comply with each of the covenants, conditions, provisions and agreements of any of the undersigned contained in every instrument now evidencing or securing said indebtedness. No extension of the time for the payment of this Note or any installment hereof made by agreement with any person now or hereafter liable for the payment of this Note shall operate to release, discharge, modify, change or affect the original liability under this Note, either in whole or in part, of any of the undersigned not a party to such agreement.

9. Notwithstanding anything to the contrary herein, except as expressly permitted under the Loan Agreement, this Note shall be due in full upon the sale, transfer or encumbrance of the Property encumbered by the Deed of Trust, as provided in the Deed of Trust, subject to the provisions of Section 16 of the Deed of Trust, which is incorporated herein by reference.

10. At the election of Lender, any material default by Maker of the terms of the Loan Agreement or the Deed of Trust shall be a default of this Note.

11. Nothing in this Note shall create any relationship between Maker and Lender, other than a debtor-creditor relationship. Maker and Lender shall not be partners, joint venturers, equity venturers, or any other form of partnership or venture.

12. The provisions of this Promissory Note shall inure to the benefit of and be binding on the successors and assigns of the parties.

MAKER:

ADVOCATES FOR MENTALLY ILL HOUSING, INC.,

a California nonprofit corporation

By: _____

Its: _____

By: _____

Its: _____

EXHIBIT B
FORM OF DEED OF TRUST

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 Gov't Code § 27383

Deed of Trust and Assignment of Rents
Containing Covenants and Restrictions

THIS DEED OF TRUST is made as of _____, 20___, by and between the Trustor, ADVOCATES FOR MENTALLY ILL HOUSING, INC., a California nonprofit corporation ("Borrower"), whose address is P.O. Box 5216, Auburn, CA 95604; the Trustee, _____, whose address is _____; and the Beneficiary, THE CITY OF ROSEVILLE, whose address is 311 Vernon Street, Roseville, CA 95678 ("Lender").

Borrower, in consideration of the indebtedness described below and the trust created by this Deed of Trust, irrevocably grants and conveys to Trustee, in trust with power of sale, the property ("Property") located in the City of Roseville, County of Placer, State of California and described in Exhibit "A", attached to and made a part of this Deed of Trust.

Together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject, however, to the rights and authorities given to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures, including but not limited to all gas and electric fixtures, engines and machinery, radiators, heaters, furnaces, heating equipment, steam and hot water boilers, stoves, ranges, elevators and motors, bathtubs, sinks, water closets, basins, pipes, faucets and other plumbing and heating equipment, cabinets, mantels, refrigerating plant and refrigerators, whether mechanical or otherwise, cooking apparatus and appurtenances, furniture, shades, awnings, screens, blinds and other furnishings, now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate if this Deed of Trust is on a leasehold) are herein referred to as the "Property;"

To secure to Lender (a) the repayment of the indebtedness evidenced by Borrower's note of even date herewith ("Note"), in the principal sum of _____ ($____), or such lesser amount as shall equal the aggregate amount disbursed to Borrower or for Borrower's account by Lender, in accordance with the Note; and (b) the performance of the covenants and agreements of Borrower contained in this Deed of Trust, the Note and the Loan Agreement for

1122 Salmon Drive Property Acquisition (Community Development Block Grant) ("Loan Agreement").

Borrower represents and covenants that Borrower is lawfully seized of the estate conveyed by this Deed of Trust and has the right to grant and convey the Property, and that Borrower will warrant and defend generally the title of the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest, if any, on the indebtedness evidenced by the Note. All payments received by Lender under the Note shall be applied by Lender first to interest payable on the Note, if any, and thereafter to the unpaid principal of the Note.

2. Charges; Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property and leasehold payments or ground rents, if any, by Borrower making payment, when due, directly to the appropriate payee. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall pay when due any encumbrance, charge and lien, with interest in accordance with its terms, on the Property or any portion which are inferior or superior to this Deed of Trust.

3. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire or hazards under a policy approved by Lender and which provides "special form" coverage in an amount at least equal to the replacement value of the structure. In addition, Borrower shall insure against loss of all furniture, equipment and other personal property owned by Borrower related to Borrower's operation of the Property.

   The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid by Borrower making payment, when due, directly to the insurance carrier, or in a manner agreed to by the Lender.

   All insurance policies and policy renewals shall be written with loss payable to the Lender. Lender shall have the right to hold the policies and policy renewals, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

   Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not hereby

impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to repay the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of insurance proceeds to principal shall not extend or postpone the due date of any payment or change the amount of such payment. If under Section 17, the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and proceeds of such policies resulting from damage to the Property prior to the sale of acquisition shall pass to Lender to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition.

4. Liability Insurance. Borrower shall maintain premises liability insurance for the Property in a form and coverage approved by Lender. The insurance carrier shall be chosen by the Borrower subject to approval by the Lender; provided, that such approval shall not be unreasonably withheld. All premiums shall be paid by Borrower. Lender shall be named as an additional insured.

5. Preservation and Maintenance of Property. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment, demolition, or deterioration of the Property.

6. Protection of Lender's Security. Borrower shall appear in and defend any action or proceeding purporting to affect the security under this Deed of Trust or the rights of the Lender. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, foreclosure, involuntary sale, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs.

   Any amounts disbursed by Lender pursuant to this Section, with interest, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment, and shall bear interest from the date of disbursement at the highest rate permissible under applicable law. Nothing contained in this Section shall require Lender to incur any expense or take any action.

7. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower and occupants notice prior to any such inspection.

8. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of all or any part of

the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. In the event of a taking of all of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, subject to any claims of prior lienholders, with the excess, if any, paid to junior lienholders and Borrower, as they may determine. In the event of the partial taking of the Property, unless Borrower and Lender otherwise agree in writing, and subject to any claims of prior lienholders, there shall be applied to the sums secured by this Deed of Trust such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Deed of Trust immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to junior lienholders and Borrower, as they may determine.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of any payment or change the amount of such payment.

9. Borrower Not Released. Extension of the time for payment of the sums secured by this Deed of Trust granted by Lender to Borrower or any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment by reason of any demand made by the original Borrower or Borrower's successors in interest.

10. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Deed of Trust.

11. Remedies Cumulative. All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust, the Note, the Loan Agreement or afforded by law or equity, and may be exercised concurrently, independently or successively.

12. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements contained in this Deed of Trust shall bind, and the rights under this Deed of Trust shall inure to, the respective successors and assigns of Lender and Borrower. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or to define its provisions.

13. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Deed of Trust shall be given by mailing such notice by certified mail addressed to Borrower at the address above, or at such other address as Borrower may designate by notice to Lender and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated above or to such other address as Lender may designate by notice to Borrower. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or Lender when given in the manner designated.

14. Governing Law; Severability. This Deed of Trust shall be governed by the laws of the State of California. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, unless expressly stated otherwise, and to this end the provisions of the Deed of Trust and the Note are declared to be severable.

15. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note, the Loan Agreement and this Deed of Trust at the time of execution or after recordation hereof.

16. Transfer or Refinancing of the Property; Assumption. If all or any part of the Property or an interest in the Property is sold or transferred or refinanced by Borrower without Lender's prior written consent, Lender may, at Lender's option, declare all the sums secured by this Deed of Trust to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the refinancing, sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the loan may be assumed. If Lender has waived the option to accelerate provided in this Section and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Deed of Trust, the Note and the Loan Agreement.

    If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration. Such notice shall provide a period of not less than 30 days from the date the notice is mailed, within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by Section l7.

17. Acceleration; Remedies. Except as provided in Section 16, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, the Note or the Loan Agreement (including the covenants to pay when due any sums secured by this Deed of Trust and restricting transfer of the Property), Lender shall mail notice to Borrower specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, no less than 30 days from the date the notice is mailed to Borrower, by which the breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the

Property. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect from the Borrower, or sale proceeds, if any, all reasonable costs and expenses incurred in pursuing the remedies provided in this Section, including, but not limited to, reasonable attorney's fees.·

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold and shall cause such notice to be recorded in each county in which any portion of the Property is located. Lender or Trustee shall mail copies of such notice in the manner prescribed by applicable law to Borrower and to the other persons prescribed by applicable law. Trustee shall give public notice of sale to the persons and in the manner prescribed by applicable law. After the lapse of such time as may be required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale, in one or more parcels and in such order as Trustee may determine. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or Lender's designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser a Trustee's deed conveying the Property so sold without any covenant or warranty, express or implied. The recitals in the Trustee's deed shall be conclusive evidence of the truth of the statements contained in the recitals. Trustee shall apply the proceeds of the sale in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorney's fees and costs of title evidence; (b) to all sums secured by this Deed of Trust and (c) the excess, if any, to the person or persons legally entitled thereto as determined by Lender. In the event of a dispute regarding the excess funds, either Lender or Trustee may file an action in interpleader to determine who shall receive the funds and may then deposit the excess funds with the court.

18. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security, Borrower assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under Section 16 or Section 17 or abandonment of the Property, have the right to collect such rents as they become due.

Upon acceleration under Section 16 or Section 1 7 or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property, including those past due. All rents collected by Lender or the Receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received. The

provisions of this Section, Section 16 and Section 17 shall operate subject to the claims of prior lienholders.

19. Operational Covenants and Permitted Use Restrictions. The permitted use of the Property under this Deed of Trust shall be only for Borrower's operation of a transitional housing facility providing housing and support services for six adults transitioning from homelessness to self-sufficiency. Borrower shall cooperate with Lender in entering into and adhering to the terms of a memorandum of understanding or similar agreement with Lender, a neighborhood association or similar neighborhood or municipal entity designated by Lender, in order to facilitate continued positive relationships between Borrower and its neighbors and to support the continuing success of the program operated by Borrower at the Property. Any change in use or cessation of such transitional housing and support services or other failure of compliance with the requirements of this paragraph will constitute a material default of this Deed of Trust and shall give rise to Lender's right to invoke any and all remedies available at law or in equity, including but not limited to the remedies provided in Section 17 or Section 18 above.

20. Reconveyance. Upon payment of all sums secured by this Deed of Trust, Lender shall request Trustee to reconvey the Property and shall surrender this Deed of Trust and all notes evidencing indebtedness secured by this Deed of Trust to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled to such reconveyance. Such person or persons shall pay all costs of recordation, if any. The recitals, in the reconveyance, of any matters or facts shall be conclusive evidence of the truth of the statements contained in the recitals.

21. Substitute Trustee. Lender, at Lender's option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed under this Deed of Trust. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee by this Deed of Trust and applicable law.

22. Request for Notice. Borrower requests that copies of the notice of default and notice of sale be sent to Borrower's address.

23. Statement of Obligation. Lender may collect a reasonable fee for furnishing the statement of obligation as provided by Section 2943 of the Civil Code of California, as it may be amended from time to time.

24. Use of Property. Borrower shall not permit or suffer the use of any of the Property for any purpose other than the use for which the same was intended at the time this Deed of Trust was executed.

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust.

BORROWER:

ADVOCATES FOR MENTALL ILL HOUSING, INC., a California nonprofit corporation

BY:_____

Its:_____

and

BY:_____

Its:_____

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 _____)

On _____ before me, _____,
Date *Here Insert Name and Title of the Officer*

personally appeared _____,
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Signature of Notary Public

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 _____)

On _____ before me, _____,
Date *Here Insert Name and Title of the Officer*

personally appeared _____,
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Signature of Notary Public

EXHIBIT "A"

Legal Description

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

LOT 32, OF "HUNTING CREEK UNIT NO. 2", AS SHOWN ON THE MAP THEREOF, FILED IN THE OFFICE OF THE COUNTY RECORDER OF PLACER COUNTY, CALIFORNIA, ON JULY 21, 1977, BOOK "L" OF MAPS, AT PAGE 20. ,

APN: 471-200-013

EXHIBIT C
FORM OF REGULATORY AGREEMENT

RECORDING REQUESTED BY,	)
AND WHEN RECORDED MAIL TO:	)
	)
	)
City of Roseville	)
316 Vernon Street, Suite 150	)
Roseville, CA 95678	)
Attn: Housing Manager	)
Exempt from recording fee (Govt. Code § 6103 and § 27383)	Space above this line reserved for use by Recorder's Office

REGULATORY AGREEMENT
Transitional Housing
1122 Salmon Drive, Roseville, CA

This Regulatory Agreement ("Regulatory Agreement") is made as of _____, by and between the CITY OF ROSEVILLE, a California municipal corporation ("City"), and ADVOCATES FOR MENTALLY ILL HOUSING, INC. (AMIH), a California nonprofit corporation ("Owner").

RECITALS

A. Owner proposes to maintain one (1) Transitional Housing project (the "Project") at a site located in Roseville, California, at 1122 Salmon Drive (APN 471-200-013-000), (as more particularly described in Exhibit A, attached hereto and incorporated herein by reference) (the "Property"), which shall be used as transitional housing for a minimum of four (4) low income residents, previously homeless or at-risk of homelessness, or such other number of residents as may be permitted by the Zoning Code in effect at the time.

B. The Project shall serve as a community resource by providing decent, safe, and sanitary transitional housing for households who would otherwise be unable to obtain such housing. The City has assisted the Owner with the purchase of the Property at which to operate the Project by allocating Community Development Block Grant (CDBG) funds in accordance with the CDBG regulations at 24 CFR 570 (CDBG regulations) and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 CFR 200 (Uniform Administrative Requirements). A Promissory Note and Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing has been or will be recorded to secure the City's interest in the property; these documents and this Regulatory Agreement are collectively referred to as the "City Documents."

C. As consideration for this funding and to further the public interests of the City in seeing the Project provided and maintained as Transitional Housing, Owner has agreed to enter into and record this Regulatory Agreement. The purpose of this Regulatory Agreement is to regulate and restrict the occupancy, rents, operation, ownership, and management of the Project for the benefit of Project occupants, the residents of the City of Roseville, and in accordance with CDBG regulations and Uniform Administrative Requirements. The covenants in this Regulatory Agreement shall run with the land and be binding on Owner and successors to the land for the full term of this Regulatory Agreement.

NOW, THEREFORE, Owner and the City hereby agree as follows:

The foregoing Recitals are true and correct and incorporated into this Regulatory Agreement.

DEFINITIONS

The following terms have the meanings set forth in this section wherever used in this Regulatory Agreement or attached exhibits. Capitalized terms not defined in this Regulatory Agreement shall have the same meaning as defined in the City Documents.

1. **City** means the City of Roseville, California, a municipal corporation.

2. **City Documents** means collectively this Regulatory Agreement, Promissory Note, Deed of Trust, and any other document required for the transfer of the Property, as they may be amended, modified, or restated from time to time, along with all exhibits and attachments to these documents.

3. **City Manager** means the City of Roseville City Manager or his or her designee.

4. **Event of Default** means a breach of or default in a party's obligations under the Regulatory Agreement, and any other instrument which is incorporated in the City Documents.

An Event of Default includes, without limitation, the following:

A. City discovers that Owner has made any misrepresentations or has intentionally withheld any fact in the making of this Grant, the knowledge of which could have affected the decision of City to make this Grant.

B. Owner defaults or breaches any of the terms of the Promissory Note, Deed of Trust or this Regulatory Agreement.

C. Owner fails to perform any covenant, term or condition in any instrument creating a lien upon the Property which is the security under the Trust Deed, or any part thereof.

D. The sale, transfer of title, conveyance or further encumbrance of the Property, whether by sale, exchange, gift, inheritance or other means, without prior written consent of City.

E. The occurrence of any of the following:

i. Owner becoming insolvent or bankrupt or being unable or admitting, in writing, Owner's inability to pay debts as they mature or making a general assignment of or entering into any restructure payment arrangement with creditors.

ii. Proceedings for the appointment of a receiver, trustee, or liquidator of the assets of Owner or a substantial part of such assets, being authorized or instituted by or against the Owner.

iii. Proceedings under any bankruptcy, reorganization, readjustment of debt, insolvency, dissolution, liquidation or other similar law of any jurisdiction being authorized or instituted against Owner.

5. **Owner** means the fee title owner of the Property, defined above as Advocates for Mentally Ill Housing (AMIH), Inc. The term "Owner" includes any person or entity acquiring fee title to the Property.

6. **Project** means the one (1) single-family home, acquired and operated as transitional housing, which is situated on the Property and used according to the terms of this Regulatory Agreement.

7. **Property** means the real property described in the attached Exhibit A, which is hereby incorporated into this Regulatory Agreement by this reference, and any buildings or improvements now or hereafter situated on such real property.

8. **Qualifying Household** means an individual or household meeting the federal definition of extremely low-income having a household income at or below 80% of area median household income (AMI), as adjusted for household size as published by the Department of Housing and Urban Development (HUD). Income limits are published at https://www.huduser.gov/portal/datasets/il.html. The current income limits based on the effective date must be used when qualifying a household.

9. **Qualifying Program Fee** means the maximum amount charged to and paid by a resident for the occupancy of the Project and benefit of services provided each month. This shall be calculated using the income limits published by HUD for the CDBG program for very low-income households (50% of area median household income, adjusted for household size). The Qualifying Program Fee shall not exceed 30% of 1/12 of the annual income limit for a very low-income household (50% of area median income, adjusted for household size). Income limits are published at https://www.huduser.gov/portal/datasets/il.html. The current income limits based on the effective date must be used when calculating the qualifying program fee.

10. **Transitional Housing** means housing available for a period of up to twenty-four (24) months in order to allow residents to obtain permanent housing. Extensions to the twenty-four-month timeframe must be approved by the City in writing, and in no event may any individual or household occupy the Property for longer than twenty-four (24) months.

REPRESENTATIONS

11. **Representations.** As an entitlement community under the federal Community Development Block Grant (CDBG) program, the City has provided Federal CDBG funding in the amount of _____ dollars ($_____) to acquire the Property. This Regulatory Agreement is a substantial part of the consideration to City for making the CDBG funding available to Owner for the purpose of operating a Transitional Housing program. The funds used by the City are federal pass through funds administered by the City and their use is subject to certain requirements. Therefore, the City has provided the funds conditioned upon Owner's agreement, for itself and its successors and assigns, to comply with all provisions of this Regulatory Agreement and other documents. Owner has had full opportunity to make itself independently familiar with such limitations and restrictions, and Owner accepts them and agrees to comply fully with them.

OWNER'S OBLIGATIONS

12. **Compliance with City Documents.** Owner's actions with respect to the Property shall at all times be in full conformity with the requirements of the City Documents.

13. **Term of Agreement.** This Regulatory Agreement shall commence upon execution and shall remain in full force and effect until fifty five (55) years from the recordation date of this Agreement. The obligations in this Regulatory Agreement shall remain effective and fully binding on Owner, and its successors, assigns and heirs, and any subsequent owner of the Property, for this full term regardless of any payment, any reconveyance of a Deed of Trust, or any sale, assignment, transfer, or conveyance of the Property, unless terminated earlier by the City in a recorded document or extended by mutual consent of the parties.

PROJECT OCCUPANCY AND RENTS

14. **Occupancy of Project.** Owner shall limit, for the full term of this Regulatory Agreement, limit the occupancy of a minimum of four (4) beds in the Project to Qualifying Households. The qualifications of applicants shall be certified by Owner prior to initial occupancy in conformance with the Management Plan, as these rules may be amended from time to time.

The Project shall be owned, managed, and operated as a transitional residential facility comprised of complete facilities for living, sleeping, eating, cooking, and sanitation for a minimum of four (4) Qualifying Households, or such other number of Qualifying Households as may be permitted by the Zoning Code in effect at the time, including sleeping area, bathing and sanitation facilities, and cooking facilities equipped with a cooking range, refrigerator, and sink. The Project shall never be used as hotel, dormitory, fraternity house, sorority house, rooming house, hospital, nursing home, sanitarium, rest home, or trailer park or court.

Additional bedrooms beyond the existing four (4) bedrooms may not be added to the home, either within the existing home or on the existing lot, without the written permission of the City.

15. **Project Program Fees.** Fees charged to occupants shall be limited to the Qualifying Program Fee. Owner may charge a fee lower than the Qualifying Program Fee, as long as the Owner has adequate funding to pay the costs associated with the Project, including property taxes, utilities, and a reasonable contribution to replacement and operating reserves.

Income received by Owner may be subject to the CDBG rules on program income. CDBG regulations define program income at 24 CFR 570.500 (a). The Owner is subject to the requirements on agreements with Owners at 24 CFR 570.503 "Agreements with Owners" including those related to program income. The disposition of program income is subject to the requirements found at 24 CFR 570.504(c) "Disposition of Program Income Received by Owners."

Program income is that gross income generated by the use of Project property less costs [expenses] incidental to generation of the income. The program income generated by the Project will be determined by deducting operating expenses of Project property and the provision of services to occupants from gross income generated by its use. Payments of principal or interest cannot be deducted from gross income for the purpose of determining program income.

Program income must be returned to City annually within 30 days of the end of the fiscal year (ending June 30). Any program income on hand when this Agreement expires, or received after the expiration of this Agreement, shall be returned to the City.

16. **Lead-Based Paint and Asbestos.** Owner shall comply with the requirements of 24 CFR Part 35 "Lead-based Paint Poisoning Prevention in Certain Residential Structures" and 40 CFR Part 745 "Lead-based Paint Poisoning Prevention in Certain Residential Structures". Owner, and contractors and subcontractors hired by Owner shall not use lead-based paint, asbestos, or asbestos-containing materials in the construction, design, or maintenance of the Property. Owner, and contractors and subcontractors hired by Owner shall comply with the general lead-based paint requirements of 24 CFR 35 and the requirements related to rehabilitation (Subpart J) including lead hazard evaluation, notices to residents, and ongoing lead-based paint maintenance activities. Lead-based paint hazard evaluation and reduction shall only be performed using HUD-approved methods (Subpart R). Owner, and contractors and subcontractors hired by Owner shall comply with the standards for renovation, requirements for disclosure, and training and accreditation requirements at 40 CFR Part 745. All workers and supervisors must be appropriately certified in the lead-paint hazards and safe work practices at 24 CFR 745 to perform the work they are doing. Owner, and contractors and subcontractors hired by Owner shall comply with the standards for demolition and renovation of asbestos-containing materials at 40 CFR 61.145 including appropriate survey, notifications, containment, and worker protection. Owner shall cause this provision to be inserted in all contracts and subcontracts for all work performed on the Project.

17. **Nondiscrimination.** Owner shall not discriminate or segregate in the use, enjoyment, occupancy, conveyance, lease, sublease, or rental of Project on the basis of race, color, ancestry, national origin, religion, sex, sexual preference, age, marital status, family status, source of income, physical or mental disability, Acquired Immune Deficiency Syndrome (AIDS) or AIDS-related conditions, or any other arbitrary basis. Owner shall include a statement in all advertisements, notices, and signs for the availability of the Project for occupancy and participation in the programs offered to the effect that Owner is an Equal Housing Opportunity Provider, as that term is defined by State and Federal law.

Further, Owner shall not cause and shall not permit discrimination on any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code in the sale, lease, or rental or in the use or occupancy of the Property. Owner covenants by and for himself, his heirs, executors, administrators, and assigns, and all persons claiming under or through them that there shall be no discrimination against or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the Property. This covenant against discrimination shall continue in perpetuity.

18. **Personal Responsibility and Work Opportunity Act.** Owner shall assure compliance with the obligations imposed by the federal Personal Responsibility and Work Opportunity Act (Public Law 104-193, commonly known as the Welfare Reform Act), which restrict the City funding of federal benefits to persons who are not citizens or qualified aliens as defined in such act.

19. **Operation and Management of Project.** Owner and each of Owner's officers, agents, and/or employees shall diligently operate and manage the Project in substantial conformance with the covenants contained in this Agreement, which shall run with the land and bind all successors-in-interest to the Property, and with the terms of the Management Plan as defined below.

A. Management Plan. City and Owner agree that Owner shall manage the Property as follows:

Owner will have weekly house meetings conducted by Placer County Adult System of Care (ASOC) and Advocates for Mentally Ill Housing, Inc. (AMIH) staff members with all of the Qualifying Household residents. During the meeting, the owner will address household chores and grocery shopping, maintenance issues and any interpersonal issues that may be occurring between the residents, as well as any other household business or resident needs. The residents will also have the opportunity to meet with AMIH staff after the meeting in order to coordinate transportation and request assistance with long-term housing plans when needed. The Owner will also have a peer counselor who transports clients to the grocery store once per week and checks in at the house over the weekends, when needed. When an emergency situation arises, residents will contact the Placer County Housing Coordinator during regular business hours and AMIH staff after hours or on the weekends, when necessary.

B. Management Responsibilities. The Owner shall perform and provide the following:

i. A major maintenance schedule, prepared by Owner, which specifies maintenance work to be performed on a periodic basis over the estimated lifetime of the housing unit that comprises the Project. The annual schedule must be submitted to the City by March 31 of each calendar year, or a multi-year schedule may be submitted to meet this requirement.

ii. Evidence of the establishment of a replacement reserve account, identifying the manner in which the maintenance schedule described in item B.i. above, and projected replacement activities will be funded from monthly project income and other sources. The schedule for deposits and withdrawals from the replacement reserve account shall be submitted to the City by March 31 of each calendar year, or in multi-year increments that complies with the March 31st deadline for the current year.

iii. Annual inspections of the Project to ensure continued compliance with state and local housing codes. Results of the inspections must be documented in a report, and copies may be requested by the City. The City may also independently schedule during a calendar year, one or more property inspections upon 5 business days' advance written notice by City to Owner.

iv. Annual reporting to the City regarding compliance with the deferred maintenance schedule and the results, findings, and any corrective measures taken or to be undertaken arising from the annual inspections of units.

v. Audited annual financial statements prepared by a certified public accountant, approved in advance, in writing, by City, which reflect the status of the reserve fund for maintenance and replacement activities. Copies of audited annual financial statements must be provided to the City within ninety (90) calendar days of the fiscal year-end date.

vi. A plan for certifying the eligibility of each person or household, including annual verification of tenant income and measures to take in the event a tenant exceeds the maximum income.

vii. A tenant selection process that includes, but is not limited to, the following:

a. Review of the following criteria:

i. Potential for securing permanent housing within a timeframe of six to twelve months;

ii. History of drug or alcohol abuse;

iii. History of criminal or drug related offenses, including, but not limited to: assault, battery, abuse, destructive or violent behavior.

b. Prospective tenants must be required to fill out an application form, verify income/employment, attend a private interview with Owner or a selected property management firm, and agree to abide by property management rules for Property.

c. Selected tenants must be given a set of "rules and regulations" for the Property.

d. Leases with tenants must provide that non-compliance with building rules shall be an event of default on the lease and grounds for eviction.

viii. Provide to the City and keep on file the following information:

a. The duties of the property manager regarding operation of the Property.

b. A sample lease form.

c. Plan for handling terminations with cause, including providing tenant with due process (notice and opportunity to be heard) by a court prior to eviction.

Owner shall provide and maintain the Project in a safe and sanitary manner and shall comply with all Federal, State, and local housing codes, licensing requirements, and other requirements regarding the condition of the Property and the operation of rental housing in the City of Roseville, including, but not limited to, laws related to terminating a lease, due process, and evictions.

Owner shall be specifically responsible, subject to its obligations herein, for all management functions with respect to the Property, including, without limitation, the selection of tenants, certification and recertification of household size and income, evictions, collection of rents and deposits, maintenance, landscaping, routine and extraordinary repairs, replacement of capital items, and security. Except as otherwise provided herein, the City shall have no responsibility over management of the Property.

20. **Maintenance and Security.** Owner shall, at its own expense, maintain the Property in good condition, in good repair, and in a safe, sanitary, and habitable, living condition for the benefit of the Project's occupants. Owner shall not commit or permit any waste on or to the Property, and shall prevent and/or rectify any physical deterioration of the Property. Owner shall maintain the Property in

conformance with all applicable state, federal, and local laws, ordinances, codes, and regulations and the Management Plan; however, Owner's maintenance obligations shall not be limited only to the standards contained in these laws or the Management Plan.

In the event the Owner fails to maintain the Property in accordance with these standards and after thirty (30) calendar days prior written notice to Owner, the City or its agent may, but shall be under no obligation to, enter upon the Property, make such repairs or replacements as are deemed necessary in City's reasonable discretion, and provide for payment thereof. Any amount advanced by City to make such repairs, together with interest thereon at the legal rate (unless payment of such an interest rate would be contrary to applicable law, in which case interest shall accrue at the rate then allowed by applicable law), shall become an additional obligation of Owner to City and shall be secured by the Deed of Trust.

Nothing contained in this Section shall be interpreted to place any restriction or limitation on the City's right to take such actions as it deems necessary or proper to protect the health and safety of the public in the proper exercise of the City's authority under federal, state, and local laws.

21. **Unit Vacancies.** Owner shall use its best efforts to fill vacancies in the Project as quickly as possible.

22. **Inspection and Records.** Owner shall maintain records which clearly document Owner's performance of its obligations to operate the Property under the terms of the City Documents. Owner shall submit any records to the City within ten (10) business days of City's request. Owner shall permit City to enter and inspect the Property for compliance with obligations under the City Documents upon five (5) days advance written notice of such visit by City to Owner or Owner's property manager and to tenants of any inspected part/bedroom of Project unit, subject to the provisions of the lease regarding inspection and entry rights, a copy of the notice to tenant by the Owner must be provided to City upon request.

Further, at the written request of the City, Owner shall, within ten (10) business days following receipt of such request, furnish reports and shall give specific answers to questions upon which information is desired from time to time relative to the income, assets, liabilities, contracts, operations, and condition of the property and the status of the Deed of Trust.

23. **Audit and Inspection.** The Property and all related equipment, buildings, plans, offices, books, contracts, records, documents and other related papers shall at all times be maintained in reasonable condition for audit and shall be subject to examination by the City or its agents. The books and accounts of the operations of the Project and of the Property shall be kept in accordance with generally accepted accounting principles.

24. **Annual Report.** Owner shall submit an annual report to City, which shall include, at a minimum, the initial and current rental rates and the income and household size of the occupants at the time such occupants initially take occupancy and annually thereafter. The income information required under this report shall be supplied by the tenant in a certified statement in compliance with all applicable rules and regulations of the U.S. Department of Housing and Urban Development. City may require additional information to be included in the annual report.

25. **Fees, Taxes, and Other Levies.** Owner shall be responsible for payment of all fees, assessments, taxes, charges, and levies imposed by any public authority, utility company, or homeowner or condominium association with respect to the Property, and shall pay such charges prior to delinquency. However, Owner shall not be required to pay any such charge as long as (a) the legality thereof is being

contested in good faith and by appropriate proceedings, and (b) Owner maintains reserves adequate to pay any contested liabilities.

26. **Insurance Coverage.** Owner shall cause to have in full force and effect during the term of this Regulatory Agreement insurance coverage as follows:

COVERAGE	LIMITS OF LIABILITY
Workers' Compensation	Statutory
Commercial General Liability	$1,000,000 each occurrence
	$2,000,000 aggregate
	Personal Injury:
	$1,000,000 each occurrence
	$2,000,000 aggregate
Automobile Liability	$1,000,000 combined single limit

a. Form. Owner 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. Owner 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 Owner. The additional insured coverage under the Owner'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. Owner 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. Owner 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, Owner shall require its subcontractors to agree to be bound to Owner and City in the same manner and to the same extent as Owner is bound to City under this Agreement. Additionally, Owner 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. Owner hereby agrees to waive subrogation which any insurer of OWNER may acquire from Owner by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of CITY, its officers, agents, employees and volunteers for all worked performed by Owner, its employees, agents and subcontractors.

h. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Owner 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.

27. **Property Damage or Destruction**. If any part of the Property is damaged or destroyed, Owner shall, at its own cost and expense, repair or restore the Property consistent with the original condition of the Project. Such work shall be commenced within thirty (30) calendar days, or up to one hundred eighty (180) calendar days with written approval of City, after the damage or loss occurs and shall be completed within three hundred sixty (360) calendar days thereafter. All insurance proceeds collected for such damage or destruction shall be applied to the cost of such repairs or restoration and, if insurance proceeds are insufficient for such purpose, Owner shall make up the deficiency.

28. **Property Improvements.** Owner shall not cause and shall not permit expansion, reconstruction, or demolition of any part of improvements on the Property, except as provided by the City Documents or as otherwise approved in writing by the City.

GENERAL PROVISIONS

29. **Transfer and Encumbrance of Property**. Owner shall not transfer the Property, in whole or in part, without the prior written consent of the City and the approval of the Roseville City Council in the form of a resolution. Requests to transfer the Property shall be considered for approval only if the following conditions are satisfied: (A) the receipt by the City of evidence acceptable to the City that (1) the Owner shall not be in default hereunder or the transferee undertakes to cure any defaults of the Owner to the reasonable satisfaction of the City; (2) the continued operation of the Project shall comply with the

provisions of the City Documents; (3) either (a) the transferee or its property manager has at least three (3) years' experience in the ownership, operation, and management of similar housing projects, and at least five (5) years' experience in the ownership, operation and management of transitional housing projects containing below-market-rate units, without any record of material violations of discrimination restrictions or other state or federal laws or regulations or local government requirements applicable to such projects, or (b) the transferee agrees to retain a property management firm with the experience and record described in subclause (a) above, or (c) the transferring Owner or its management company will continue to manage the Project, or another management company reasonably acceptable to the City will manage, for at least one (1) year following such transfer and, if applicable, during such period the transferring Owner or its management company will provide training to the transferee and its manager in the responsibilities relating to the Project; and (4) the person or entity that is to acquire the Project does not have relevant pending litigation against it, and does not have a history of significant and material building code violations or complaints concerning the maintenance, upkeep, operation, and Regulatory Agreement compliance of any of its projects as identified by any local, state or federal regulatory agencies; (B) the execution by the transferee of any document reasonably requested by the City to evidence the assumption of the Owner's obligations under this Regulatory Agreement.

Owner shall not transfer or encumber any of the Property or permit the conveyance, transfer, or encumbrance of the Property unless such assignee, transferee or encumbrancer has agreed, in writing and in a form suitable for recordation, to be bound by the terms of this Regulatory Agreement.

30. **Revival of Covenants after Foreclosure.** The affordability restrictions shall be revived after foreclosure, or deed in lieu of foreclosure according to the original terms if, during the original term of this Regulatory Agreement, if the Owner, who was owner of record before the termination event, or a party related to the Owner obtains an ownership interest in the Property or Project, as the case may be. For purposes of these provisions, a related party is anyone with whom the Owner has or had family or business ties; provided that such interest would not be considered a "remote interest" in the usual and customary use of the term.

31. **Default and Remedies.** In the event of any breach or violation of any agreement, obligation, or warranty under the City Documents, City shall give written notice to Owner by specifying: (a) the nature of the breach or violation, (b) the action required to cure the breach or violation, if an action to cure is possible, and (c) a date, which shall not be less than ninety (90) calendar days from the mailing of the notice, by which such action to cure must be taken, if an action to cure is possible. If Owner fails to cure the breach or violation within the timeframe specified in the notice, or if a cure is not possible, City may proceed with any of the following remedies:

A. Bring an action for equitable relief seeking the specific performance by Owner of the terms and conditions of the City Documents, and/or enjoining, abating, or preventing any violation of said terms and conditions, and/or seeking declaratory relief;

B. Enter upon, take possession of, and manage the Property, either in person, by agent, or by a receiver appointed by a court, and collect any rents, income, deposits, or reserves and apply them to operate the Property, and continue in possession until such time as City determines that Owner is in a position to operate the Property in compliance with this Regulatory Agreement;

C. After notice provided for herein, make such repairs or replacements to the Property as are necessary and provide for payment thereof; or

D. For violations of Owner's obligations with respect to occupancy restrictions, Project maintenance, and unit vacancies, there shall be imposed, as liquidated damages, a charge upon Owner in an amount of ONE HUNDRED DOLLARS ($100) per day for each component of the Project that is not operated in compliance with this Regulatory Agreement, commencing after the expiration of any applicable notice and cure period. The parties to this Regulatory Agreement expressly agree that this charge of ONE HUNDRED DOLLARS ($100) per day is reasonable under the circumstances existing at the time this Regulatory Agreement was entered into and represents a reasonable attempt by the parties to estimate the damaged to be suffered by the City in the event of Owner's breach; these damages include, but are not limited to, the City's loss of use of funds that were granted to Owner pursuant to the City Documents, including this Regulatory Agreement, and that could have been used to support other projects but for City's commitment to fund Owner's Project pursuant to the City Documents.

E. Foreclose by Power of Sale to recover the Federal CDBG funding in the amount of one hundred thirty four thousand eight hundred nine dollars ($134,809) used to acquire the Property, in the event Owner fails to use the Property to further the national objectives set out in 24 CFR Part 570.208.

F. For violations of Owner's obligations with respect to Project program fees, which shall be imposed as liquidated damages, a charge upon Owner in an amount equal to three (3) times the actual amount Owner has collected from any Qualifying Household in excess of the Qualifying Program Fee; or

G. Pursue any other remedy allowed at law or in equity.

The parties agree that the sums and formulas designated herein as liquidated damages represent a reasonable approximation of the damages City is likely to suffer from violations of the respective terms. Owner agrees to pay in full any accrued liquidated damages to City within ten (10) business days of a written demand by City for such payment.

32. **Non-Liability of Officials, Employees, and Agents**. No member, official, director, employee, or agent of City shall be personally liable to Owner or third party beneficiaries for any obligation created under the terms of the City Documents.

33. **Indemnity.** Notwithstanding the insurance coverage required herein, Owner, its successors, assigns and heirs shall defend, indemnify and hold City, its members, officials, directors, employees, and agents, harmless against any losses, damages, liabilities, claims, demands, judgments, actions, court costs, and legal or other expenses (including attorney's fees) which City may incur as a result of (a) Owner's failure to reasonably perform any material obligations as required by the City Documents; (b) a failure of any of Owner's representations or warranties under the City Documents to be true and complete in any material respect; (c) any material breach, act or omission by Owner, management agent, Owner's contractors, subcontractors, or suppliers with respect to the Project or the Property, and/or (d) any claim related to the Project or Property, except if the loss is caused by the sole negligence or willful misconduct of the City. Owner shall pay immediately upon City's demand any amounts owing under this indemnity. The duty of the Owner to indemnify includes the duty to defend City in any court action, administrative action, or other proceeding brought by any third party arising from the Project or the Property. Owner's duty to indemnify City shall survive the term of this Regulatory Agreement.

34. **Governing Law.** This Regulatory Agreement shall be interpreted under and governed by the laws of the State of California, except for those provisions preempted by federal law. However, the

laws of the State of California shall not be applied to the extent that they would require or allow the court to use the laws of another state or jurisdiction. Owner agrees that all actions or proceedings arising in connection with this Regulatory Agreement shall be tried and litigated only in the Superior Court in and for the County of Placer.

35. **Attorneys' Fees and Costs.** In the event that a legal or administrative action is brought to interpret or enforce the terms of the City Documents, the prevailing party shall be entitled to recover all reasonable attorneys' fees and costs incurred in such action.

36. **Time.** Time is of the essence in this Regulatory Agreement.

37. **Consents and Approvals.** Any consent or approval required under the Regulatory Agreement shall not be unreasonably withheld.

38. **Changes without Consent of Tenants, Lessees, or Others.** Only City and its successors and assigns, and Owner shall have the right to consent and agree to changes in, or to eliminate in whole or in part, any of the covenants or restrictions contained in this Regulatory Agreement without the consent of any easement holder, licensee, other mortgagee, trustee, beneficiary under a deed of trust or any other person or entity having any interest less than a fee in the Property.

39. **Notices, Demands, and Communications**. Formal notices, demands, and communications between Owner and City shall be given by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, to the principal offices of Owner and City as follows, or if any such office is relocated, to the new address specified by the relocated party:

CITY:	ATTN: Housing Manager City of Roseville 316 Vernon Street, Suite 150 Roseville, California 95678
WITH A COPY TO:	ATTN: City Attorney's Office City of Roseville 311 Vernon Street Roseville, California 95678
OWNER:	ATTN: Jennifer Price, CEO Advocates for Mentally Ill Housing, Inc. PO Box 5216 Auburn, CA 95604

If the recipient refuses or rejects delivery, notice is deemed complete as of the date on which the Notice is so refused or rejected, as conclusively established by the records of the United States Postal Service or such express courier service.

40. **Binding upon Successors.** All provisions of this Regulatory Agreement shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors-in-interest, transferees, and assigns of Owner and City, and shall run with the land for the full term of this Regulatory Agreement, regardless of any reconveyance of the Deed of Trust, or any conveyance or transfer of the Property. Any successor-in-interest to Owner and any purchaser or transferee of the Property shall be subject to all of the

duties and obligations imposed on Owner under this Regulatory Agreement for the full term of this Regulatory Agreement. The term "Owner" as used in this Regulatory Agreement shall include all such assigns, successors-in-interest, and transferees.

41. **Relationship of Parties.** The relationship of Owner and City for this Project during the term of this Regulatory Agreement shall not be construed as a joint venture, equity venture, or partnership. City neither undertakes nor assumes any responsibility or duty to Owner or to any third party with respect to the operation of the Property or the actions of Owner. Except as City may specify in writing, Owner shall have no authority to act as an agent of City or to bind City to any obligation.

42. **Waiver.** Any waiver by City of any obligation in this Regulatory Agreement must be in writing. No waiver will be implied from any delay or failure by City to take action on any breach or default of Owner or to pursue any remedy allowed under this Regulatory Agreement or applicable law. Any extension of time granted to Owner to perform any obligation under this Regulatory Agreement shall not operate as a waiver or release from any of its obligations under this Regulatory Agreement. Consent by City to any act or omission by Owner shall not be construed to be a consent to any other or subsequent act or omission or to waive the requirement for City's written consent to future waivers.

43. **Other Agreements.** Owner represents that it has not entered into any agreements that would restrict or compromise its ability to comply with the terms of this Regulatory Agreement or City Documents. Owner shall not enter into any agreements that are inconsistent with the terms of this Regulatory Agreement without a written waiver by City, which shall not be unreasonably withheld.

44. **Amendments and Modifications**. Any amendments or modifications to this Regulatory Agreement must be in writing, and shall be effective only if executed by both Owner and City.

45. **Severability.** Every provision of this Regulatory Agreement is intended to be severable. If any provision of this Agreement is held invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired.

SPECIAL PROVISIONS

46. **Agreement and Acknowledgement of Agreement.** City and Owner acknowledge and agree that this Agreement has been negotiated at arm's length, that each party has been represented by independent counsel and/or has had an opportunity to consult with and be represented by independent counsel, that this Agreement is deemed to be drafted by both parties, that no one party shall be construed as the drafter of this Agreement, and that any rule of construction that ambiguities are to be construed against the drafter shall not apply in the interpretation or construction of this Agreement.

47. **Authority.** The person(s) signing this Regulatory Agreement hereby represents and warrants that he/she is fully authorized to sign this Regulatory Agreement on behalf of their respective party and to legally bind such party to the performance of its obligations hereunder.

[Remainder of Page Intentionally Left Blank]

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 Owner has caused this Agreement to be executed.

CITY:

CITY OF ROSEVILLE,
a California municipal corporation

By: _____
Dominick Casey
City Manager

Approved as to form:

By: _____
Michelle Sheidenberger
City Attorney

Attest:

By: _____
Carmen Avalos
City Clerk

Approved as to substance:

By: _____
Melissa Anguiano
Economic Development Director

ALL SIGNATURES MUST BE NOTARIZED

OWNER:

ADVOCATES FOR MENTALLY ILL HOUSING, INC., a
California nonprofit corporation

By:_____
Suzi deFosset, President

By: _____
Tom Drake, Secretary

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 _____)

On _____ before me, _____,
Date *Here Insert Name and Title of the Officer*

personally appeared _____,
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Signature of Notary Public

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.

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personally appeared _____,
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Signature of Notary Public

EXHIBIT "A"

Legal Description

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

LOT 32, OF "HUNTING CREEK UNIT NO. 2", AS SHOWN ON THE MAP THEREOF, FILED IN THE OFFICE OF THE COUNTY RECORDER OF PLACER COUNTY, CALIFORNIA, ON JULY 21, 1977, BOOK "L" OF MAPS, AT PAGE 20. ,

APN: 471-200-013