



LONG-RANGE PROPERTY MANAGEMENT PLAN CHECKLIST

Instructions: Please use this checklist as a guide to ensure you have completed all the required components of your Long-Range Property Management Plan. Upon completion of your Long-Range Property Management Plan, email a PDF version of this document and your plan to:

Redevelopment_Administration@dof.ca.gov

The subject line should state “[Agency Name] Long-Range Property Management Plan”. The Department of Finance (Finance) will contact the requesting agency for any additional information that may be necessary during our review of your Long-Range Property Management Plan. Questions related to the Long-Range Property Management Plan process should be directed to (916) 445-1546 or by email to Redevelopment_Administration@dof.ca.gov.

Pursuant to Health and Safety Code 34191.5, within six months after receiving a Finding of Completion from Finance, the Successor Agency is required to submit for approval to the Oversight Board and Finance a Long-Range Property Management Plan that addresses the disposition and use of the real properties of the former redevelopment agency.

GENERAL INFORMATION:

Agency Name: **City of Roseville Successor Agency**

Date Finding of Completion Received: 08/30/2013

Date Oversight Board Approved LRPMP: 11/04/2013

Long-Range Property Management Plan Requirements

For each property the plan includes the date of acquisition, value of property at time of acquisition, and an estimate of the current value.

Yes No

For each property the plan includes the purpose for which the property was acquired.

Yes No

For each property the plan includes the parcel data, including address, lot size, and current zoning in the former agency redevelopment plan or specific, community, or general plan.

Yes No

For each property the plan includes an estimate of the current value of the parcel including, if available, any appraisal information.

Yes No

For each property the plan includes an estimate of any lease, rental, or any other revenues generated by the property, and a description of the contractual requirements for the disposition of those funds.

Yes No

For each property the plan includes the history of environmental contamination, including designation as a brownfield site, any related environmental studies, and history of any remediation efforts.

Yes No

For each property the plan includes a description of the property's potential for transit-oriented development and the advancement of the planning objectives of the successor agency.

Yes No

For each property the plan includes a brief history of previous development proposals and activity, including the rental or lease of the property.

Yes No

For each property the plan identifies the use or disposition of the property, which could include 1) the retention of the property for governmental use, 2) the retention of the property for future development, 3) the sale of the property, or 4) the use of the property to fulfill an enforceable obligation.

Yes No

The plan separately identifies and list properties dedicated to governmental use purposes and properties retained for purposes of fulfilling an enforceable obligation.

Yes No

ADDITIONAL INFORMATION

- If applicable, please provide any additional pertinent information that we should be aware of during our review of your Long-Range Property Management Plan.

On May 15, 2013 the Roseville City Council approved the elimination of the debt associated with loans issued to the RDA for the acquisition of properties numbered 1 and 4 on the Long Range Property Management Plan in exchange for the grant deeds to each property. As proposed, the City of Roseville would take ownership of the properties thereby fulfilling two enforceable obligations estimated at \$6.6M.

Agency Contact Information

Name: Bill Aiken

Name: Chris Robles

Title: Development Analyst

Title: Economic Development Director

Phone: 916-774-5271

Phone: 916-774-5421

Email: baiken@roseville.ca.us

Email: crobles@roseville.ca.us

Date: 11/12/13

Date: 11/12/13

Department of Finance Local Government Unit Use Only

DETERMINATION ON LRPMP: APPROVED DENIED

APPROVED/DENIED BY: _____ DATE: _____

APPROVAL OR DENIAL LETTER PROVIDED: YES DATE AGENCY NOTIFIED: _____

Form DF-LRPMP (11/15/12)

RESOLUTION OF THE OVERSIGHT BOARD OF THE SUCCESSOR AGENCY OF THE REDEVELOPMENT AGENCY OF THE CITY OF ROSEVILLE

RESOLUTION NO. 12-39

(Long Range Property Management Plan)

WHEREAS, pursuant to Health and Safety Code Section 34175(b) and the California Supreme Court's decision in *California Redevelopment Association, et al. v. Ana Matosantos, et al.* (53 Cal.4th 231 (2011)), on February 1, 2012, all assets, properties, contracts, leases, books and records, buildings, and equipment of the Redevelopment Agency of the City of Roseville ("RDA") transferred to the control of the Successor Agency to the RDA ("Successor Agency") by operation of law; and

WHEREAS, pursuant to Health and Safety Code Section 34191.5(b), the Successor Agency must prepare a long range property management plan which addresses the disposition and use of the real properties of the RDA, and which must be submitted to the Oversight Board of the Successor Agency ("Oversight Board") and the California Department of Finance ("DOF") for approval no later than six months following the issuance by the DOF to the Successor Agency of a finding of completion pursuant to Health and Safety Code Section 34179.7; and

WHEREAS, Pursuant to Health and Safety Code Section 34179.7, DOF issued a finding of completion to the Successor Agency on August 30, 2013; and

WHEREAS, the Successor Agency has prepared and submitted to the Oversight Board a Long Range Property Management Plan in an accompanying staff report dated October 5, 2013, which addresses the disposition and use of the real properties of the RDA and includes information pursuant to Health and Safety Code Section 34191.5(c); and

NOW, THEREFORE, BE IT RESOLVED by the Oversight Board of the Successor Agency of the Redevelopment Agency of the City of Roseville that:

- A. The Long Range Property Management Plan is hereby approved.
- B. Successor Agency staff is hereby authorized to transmit to the DOF this Resolution and Long Range Property Management Plan and work with the DOF regarding any changes or amendments to the Long Range Property Management Plan and without requiring any further Oversight Board review or approval of such changes or amendments.
- C. Successor Agency staff is hereby authorized and directed to do any all things which are necessary or advisable to effectuate this Resolution and implement the Long Range Property Management Plan.

PASSED AND ADOPTED by the Oversight Board of the Successor Agency of the Redevelopment Agency of the City of Roseville this 4th day of November, 2013, by the following vote on roll call:

AYES BOARD MEMBERS: Marcus LoDuca, Howard Rudd, John Allard, Mark Wolinski

NOES BOARD MEMBERS:

ABSENT BOARD MEMBERS: Jack Duran, Roy Hebard, Jerry Johnson



Secretary



CHAIRMAN

SUCCESSOR AGENCY - CITY OF ROSEVILLE (Placer County)
Long Range Property Management Plan
4-Nov-13

| H & S Code 34191.5(c)(1)(C) | | | | | H & S Code 34191.5(c)(1)(B) | | H & S Code 34191.5 (c)(1)(A) & (D) | | | | H & S Code 34191.5(c)(1)(E) | | HSC 34191.5(c)(1)(F) | HSC 34191.5(c)(1)(G) | HSC 34191.5(c)(1)(H) | HSC 34191.5(c)(2) | |
|-----------------------------|----------------------------|-----------------|------------------------------|--|--|--|------------------------------------|------------------------|--|------------------------|---|---|--|---|--|--|---|
| Property # | Address | APN# | Size of Parcel (Square Feet) | Current Zoning & Land Use* | Current Use | Future Use (Purpose for Which Property was Acquired) | Date Acquired | Acquisition Cost | Current Valuation Based on APPRAISALS Conducted by Seevers, Jordan & Ziegenmeyer Dated 2/13/2013 | Loans to be Satisfied | Source Used to Purchase Property | Estimate of Income/Revenue | Contractual requirements for use of income/revenue | History of environmental contamination, studies, and/or remediation, and designation as Brownfield Site | Description of Property's Potential for Transit Oriented Development & the Advancement of the Planning Objectives of the Successor Agency | History of Previous Development Proposals and Activity (including the rental or lease of the property) | Permissible Use/Disposition of Property |
| 1 | 8025 Industrial Blvd | 017-410-068-000 | 305,402 | General Commercial (GC) & Community Commercial (CC) | Vacant | Initially intended for Post Office Distribution Center. Current proposal is for City facilities. | 4/30/2007 | \$ 3,747,668.25 | \$ 1,500,000.00 | \$ 3,747,668.25 | LOAN FROM CITY'S STRATEGIC IMPROVEMENT FUND-110 | \$0.00 Vacant lots, No current or projected revenue | No contractual requirements | Phase I environmental study completed in 2004, no identified concerns | Transfer of property eliminates an enforceable obligation of the Successor Agency and assists with the requirement to "unwind" agency business/obligations | USPS letter of interest: SEE ATTACHED | Retention for Government Use (HSC 34181) or Future Development. Use of the property to fulfill an enforceable obligation. |
| | 7400 Galilee Rd | 017-410-019-000 | | | | | | | | | | | | | | | |
| | 7250 Galilee Rd | 017-410-070-000 | | | | | | | | | | | | | | | |
| | 7300 Galilee Rd | 017-410-020-000 | | | | | | | | | | | | | | | |
| 2 | 115, 121 & 123 Linda Drive | 013-101-014-000 | 25,674 | Commercial Mixed Use Study Area Downtown (CMU/SA-DT) & Community Commercial (CC-27.4) | Vacant - previous apartments razed in preparation for Fire Station | Fire Station Relocation (per Downtown Specific Plan) | 12/18/2007 | \$ 1,229,039.73 | \$180,000 | | 2006AT BONDS | \$0.00 Vacant lot, No current or projected revenue | No contractual requirements | Phase I environmental study completed in 2007, no identified concerns | Advances detailed planning objective of the Downtown Roseville Specific Plan, adopted April 2009 | Downtown Specific Plan; SEE ATTACHED | Retention for Government Use as a Fire Station (HSC 34181) |
| 3 | 110 Lincoln Street | 013-101-001-000 | 10,009 | Commercial Mixed Use Study Area Downtown (CMU/SA-DT) & Community Commercial (CC-27.4) | Vacant Interim Use - parking lot, construction storage yard | Fire Station Relocation (per Downtown Specific Plan) | 10/6/2008 | \$ 251,783.00 | \$90,000 | | 2006AT BONDS | \$0.00 Vacant lot, No current or projected revenue | No contractual requirements | Phase I environmental study completed in 2008, no identified concerns | Advances detailed planning objective of the Downtown Roseville Specific Plan, adopted April 2009 | Downtown Specific Plan; SEE ATTACHED | Retention for Government Use as a Fire Station (HSC 34181) |
| 4 | 320, 330 Vernon Street | 013-091-003-000 | 22,982 | Central Business District (CBD)/Study Area Downtown (SA-DT) & Central Business District (CBD 22.8) | US Post Office - Government & Public & Quasi-Public Institutional | US Post Office | 4/30/2010 | \$ 2,004,354.00 | \$425,000 | \$ 2,004,354.00 | LOAN FROM CITY'S STRATEGIC IMPROVEMENT FUND-110 | \$68,000 annually from USPS through 4/30/15, five year renewal option through 4/30/2020 at market value | Annual site maintenance and repair | Plume from neighboring site (former cleaners) continues to be mitigated; Phase II environmental study cover letter ATTACHED | TOD Development: Affordable Housing Project would be located 100' from the Roseville Transit's Downtown Bus Transfer stops. Advances planning objectives of the Downtown Roseville Specific Plan, adopted April 2009 | United States Post Office since 1963; LEASE ATTACHED | Retention for Government Use (HSC 34181) or Future Development. Use of the property to fulfill an enforceable obligation. |
| 5 | 133 Church Street | 012-200-001-000 | 5,066 | Historic District, Special Area (HD/SA) & Central Business District (CDB-19.8) | Public Park | Public Park | 3/19/2010 | \$ 214,740.00 | \$40,000 | | 2006AT BONDS | \$0.00 Public Park, no current or projected revenue | No contractual requirements | No identified concerns | TOD Development: Affordable Housing Project would be located 300' from the Roseville Train Depot. Advances planning objectives of the Downtown Roseville Specific Plan, adopted April 2009 | Downtown Specific Plan; SEE ATTACHED | Retention for Government Use (HSC 34181) |
| 6 | 116 Pacific Street | 012-200-014-000 | 5,956 | Historic District, Special Area (HD/SA) & Central Business District (CDB-19.8) | Vacant lots Interim Use -Gravel roadway | Road - connects alleyway to street | 5/31/2011 | \$ 206,995.91 | \$50,000 | | 2006 BONDS | \$0.00 Vacant lot, no current or projected revenue | No contractual requirements | No identified concerns | TOD Development: Affordable Housing Project would be located 300' from the Roseville Train Depot. Advances planning objectives of the Downtown Roseville Specific Plan, adopted April 2009 | Downtown Specific Plan; SEE ATTACHED | Retention for Government Use (HSC 34181) |
| | 120 Pacific Street | 012-200-015-000 | | | | | | | | | | | | | | | |
| TOTAL | | | | | | | | \$ 7,654,580.89 | \$ 2,285,000 | \$ 5,752,022.25 | | | | | | | |

Property #1

Industrial/Galilee

4 parcels

APN #'s

017-410-068-000

017-410-019-000

017-410-070-000

017-410-020-000

SUMMARY OF IMPORTANT FACTS AND CONCLUSIONS

Appraised Property: Vacant land

Location: Along the southwest line of Industrial Avenue, west of Washington Boulevard and north of Pleasant Grove Boulevard, within the city of Roseville, Placer County, California

Street Addresses, Assessor's Parcel Numbers, and Land Areas: The table below summarizes the total land area of the parcels.

| APN | Street Address | Land Area (Acres) |
|-------------|------------------------|-------------------|
| 017-410-019 | 7400 Galilee Road | 2.30 |
| 017-410-020 | 7300 Galilee Road | 2.00 |
| 017-410-068 | 8025 Industrial Avenue | 2.10 |
| 017-410-070 | 7250 Galilee Road | <u>0.37</u> |
| | Total | 6.77 |

Census Tract No.: 210.43

Owner of Record: Redevelopment Agency of the City of Roseville

Zoning: GC – General Commercial

Flood Zone: Zone X – Areas outside of the 100- and 500-year floodplains

Highest and Best Use: Hold for future retail or service commercial development

Exposure and Marketing Time: 12 months

Date of Inspection: January 31, 2013

Effective Date of Value: January 31, 2013

Date of Report: February 13, 2013

Property Rights Appraised: Fee simple estate

Conclusions of Market Value:

| Value Estimates | Conclusion(s) of Value |
|---------------------------------|-----------------------------------|
| Individual Market Values | |
| APN 017-410-019 | \$600,000 |
| APN 017-410-020 and -070 | \$620,000 |
| APN 017-410-068 | \$550,000 |
| As-Is Bulk Market Value | \$1,500,000 |

Note: The maximally productive use is for assemblage of APNs 017-410-020 and -070.

RESOLUTION NO. 13-131**AUTHORIZE CANCELLATION OF DEBT IN EXCHANGE FOR ACQUISITION OF
REAL PROPERTY LOCATED AT 320/330 VERNON STREET
AND 8051 WASHINGTON BOULEVARD**

WHEREAS, on March 17, 2010, the City of Roseville ("City") provided the Redevelopment Agency of the City of Roseville ("RDA") with a loan originating from the City's general fund, more particularly the Strategic Improvement Fund, in the principal amount of \$2,026,679.00 subject to repayment to City with interest ("Loan #1"), which the RDA expended to acquire the real property located at 320/330 Vernon Street (Post Office); and

WHEREAS, on April 18, 2007, the City provided the RDA with a loan originating from the City's general fund, more particularly the Strategic Improvement Fund, in the principal amount of \$3,747,688.00 subject to repayment with interest ("Loan #2"), which the RDA expended to acquire the real property located at 8051 Washington Boulevard (Post Office distribution site); and

WHEREAS, the Loan #1 and Loan #2 were formally documented pursuant to City and RDA resolutions on February 2, 2011; and

WHEREAS, ABx1 26, adopted by the California Legislature, dissolved all redevelopment agencies within the State of California, including the RDA, and has obligated Successor Agencies with winding down the affairs of the redevelopment agencies, including disposition of all real property held by the successor agencies; and

WHEREAS, on January 9, 2012, and pursuant to ABx1 26 the City Council elected to become the Successor Agency for the Redevelopment Agency of the City of Roseville; and

WHEREAS, all assets, properties, contracts, leases and records of the RDA were, by operation of law, transferred to the Successor Agency; and

WHEREAS, Health and Safety Code Section 34171(d) effectively invalidated many loan agreements entered into between redevelopment agencies and the cities that created them; and

WHEREAS, subsequent to ABx1 26, the California Legislature adopted AB 1484, which allowed for the reinstatement of certain loan agreements; and

WHEREAS, Health and Safety Code Section 34191.4(b)(1) provides: "Notwithstanding subdivision (d) of Section 34171, upon application by the successor agency and approval by the oversight board, loan agreements entered into between the redevelopment agency and the city, county, or city and county that created by (sic) the redevelopment agency shall be deemed to be enforceable obligations provided that the oversight board makes a finding that the loan was for legitimate redevelopment purposes;" and

WHEREAS, at a publicly noticed meeting of the Oversight Board of the Successor Agency on April 22, 2013, the Oversight Board adopted resolutions finding that all loans listed on the RDA's current Recognized Obligation Payment Schedule and entered into between City and RDA (including Loan #1 and Loan #2) were for legitimate redevelopment purposes; and

WHEREAS, Successor Agency staff submitted the Oversight Board approved Resolutions to the State Department of Finance ("DOF"); and

WHEREAS, on May 2, 2013, City received an email from DOF providing notice that DOF will not be initiating a review of the Oversight Board Resolutions, but indicating that repayments of the City/RDA loans are subject to DOF's review and approval on a subsequent Recognized Obligation Payment Schedule; and

WHEREAS, pursuant to AB 1484, Successor Agency staff will be preparing and submitting a Long Range Property Management Plan to the Oversight Board for approval; and

WHEREAS, Loan #1 and/or Loan #2 have not been repaid, either whole or in part, by the RDA and consequently no tax increment nor any other assets of the RDA have been expended in repayment of Loan #1 and/or Loan #2; and

WHEREAS, recent appraisals have determined that each of the real property securities has a current market value which is considerably less than its respective loan debt, including principal and interest; and

WHEREAS, given the terms of the loans and the constraints of the redevelopment dissolution Legislation, it is likely that Loan #1 and Loan #2 would not be fully repaid until approximately October 1, 2040; and

WHEREAS, the real property located at 320/330 Vernon Street and 8051 Washington Boulevard is believed to currently hold significant development opportunity, the pursuit of which is consistent with City's economic development interests; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Roseville that it hereby authorizes cancellation of the debt associated with the loans between the City of Roseville and the Redevelopment Agency of the City of Roseville relative to 320/330 Vernon Street and 8051 Washington Boulevard in exchange for grant deeds transferring title to the properties to the City of Roseville; and

BE IT FURTHER RESOLVED that the City Manager is authorized to execute the City's acceptance of grant deeds and all other necessary, related documents in form approved by the City Attorney, and to direct Successor Agency/City staff to prepare the Long Range Property Management Plan consistent with this Resolution; and

BE IT FURTHER RESOLVED that the City Clerk is authorized to record with the Placer County Recorder's Office the grant deeds and all other related documents as approved by the City Attorney.

PASSED AND ADOPTED by the Council of the City of Roseville this 15th day of
May, 2013, by the following vote on roll call:

| | | |
|--------|-----------------|--------------------------------|
| AYES | COUNCILMEMBERS: | Roccucci, Herman, Garcia, Gore |
| NOES | COUNCILMEMBERS: | None |
| ABSENT | COUNCILMEMBERS: | Rohan |


VICE MAYOR

ATTEST:

City Clerk



PACIFIC FACILITIES SERVICE OFFICE

January 19, 2007

City of Roseville
Attn: Kevin Payne
311 Vernon Street
Roseville, CA 95678

Subject: Letter of Interest

Dear Mr. Payne:

The Postal Service has recognized that with the continuing growth in the City of Roseville and western Placer County, there is a need to modify our operations to better serve this area. Given the location of the current post office, the constraints associated with the property, and the City's vision for the future of the downtown, the Postal Service has a strong interest in relocating the distribution component of this facility.

We would anticipate that the retail component of the operations would remain downtown. It may also need to expand beyond the current size. In addition to this expansion, there will also be a future need to partner with other private entities to provide additional satellite facilities to service the residents on the west side of the community.

Per our recent discussion, we are interested in obtaining a 2 to 3 acre parcel, for our distribution services. This site will need to be located in an area that is more conducive to servicing the anticipated development. Some of the primary considerations for a distribution facility include: access, proximity to major roadways and compatibility with surrounding land uses. At our recent meeting, you discussed a site located on Galilee Drive (refer to attached exhibits) that may meet the Postal Service's criteria for a distribution center. Based on this and our strong desire to find an alternate location, the Postal Service is very interested in participating in discussions with the City and their developer/partner regarding this potential site.

In order to continue the dialogue on this issue, please feel free to contact me, and we can coordinate a meeting with the various parties, to further discuss this item. I can be contacted at (650) 615-7202.

Sincerely,

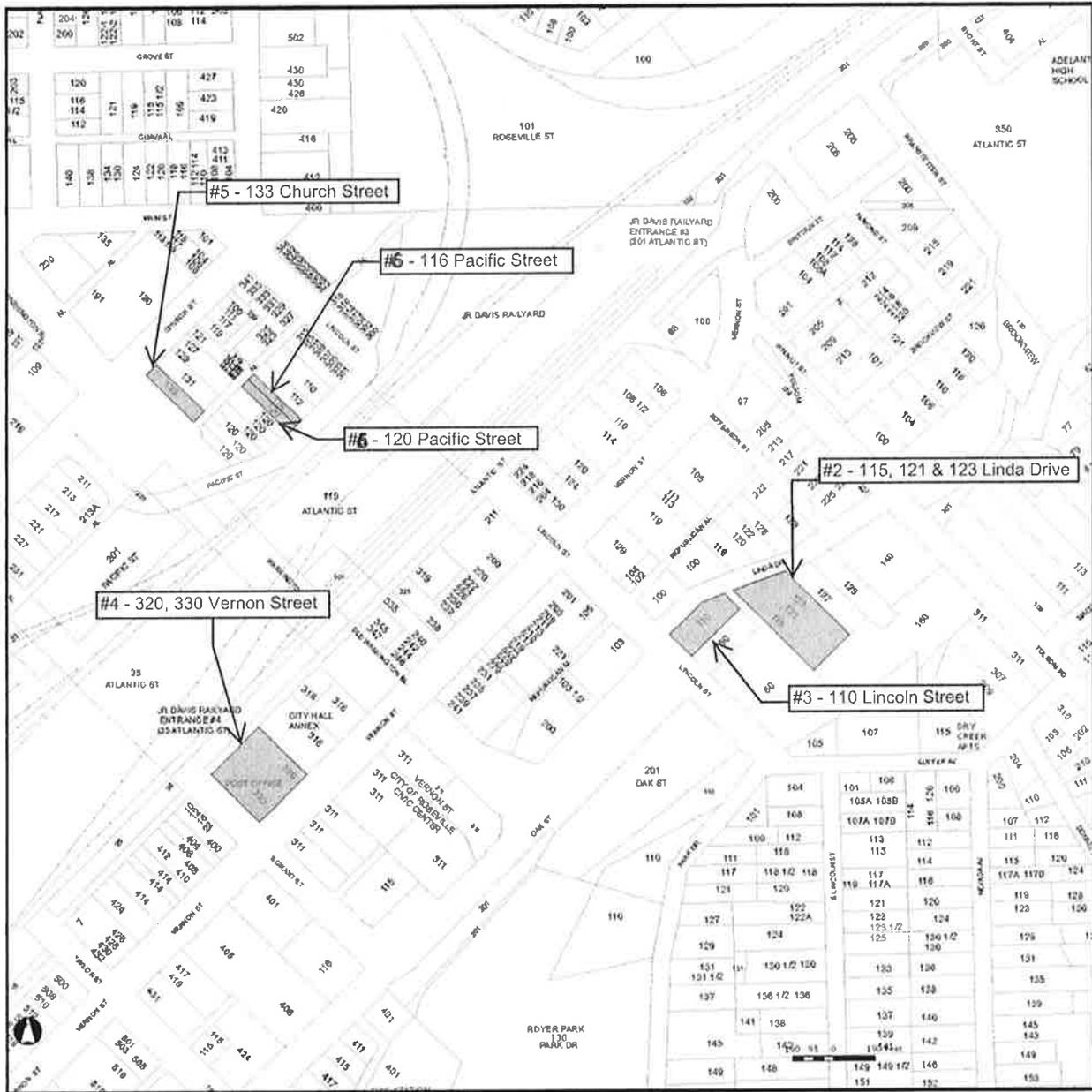

Diana Alvarado
Manager, Real Estate
Pacific Facilities Service Office

Attachments:

1. Land Use Map
2. Area Map

196 O-SITE PILOT BLDG./C/M/D
SCOTT STAR/FACILITIES, CA 94980-0700
650.615.7202
FA 650-615-7218

City of Roseville Successor Agency Parcels #2 ~ #6



Property #2

115, 121, & 123 Linda Drive

APN #

013-101-014-000

SUMMARY OF IMPORTANT FACTS AND CONCLUSIONS

Appraised Property: Vacant land

Location: Along the south line of Linda Drive, between Lincoln Street and Folsom Road, within the city of Roseville, Placer County, California

Street Address: According to public records, APN 013-101-014 has a physical street address of 123 Linda Drive, Roseville, California 95678. However, City of Roseville records (GIS) indicates this parcel has a primary physical address of 115 Lincoln Street, Roseville, California 95678 with secondary addresses of 121 and 123 Linda Drive, Roseville, California 95678.

Assessor's Parcel Number(s): 013-101-014

Owner(s) of Record: Redevelopment Agency of the City of Roseville

Zoning: CMU/SA-DT, Commercial Mixed Use/Special Area-Downtown Specific Plan. The subject is located in the Dry Creek Mixed Use District and is designated as 'Community Commercial' within the Downtown Specific Plan, which allows for a wide range of commercial and mixed-use development.

Flood Zone: Zone X – Areas outside the 100- and 500-year floodplains. Flood insurance is not required within this zone.

Land Area: 25,674± square feet (0.59± acres)

Highest and Best Use: Hold for future development.

Date of Inspection: January 25, 2013

Effective Date of Value: January 25, 2013

Date of Report: February 13, 2013

Property Rights Appraised: Fee simple estate

Exposure and Marketing Time: 12 months

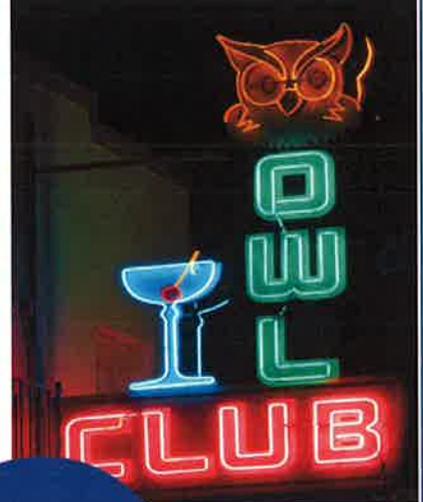
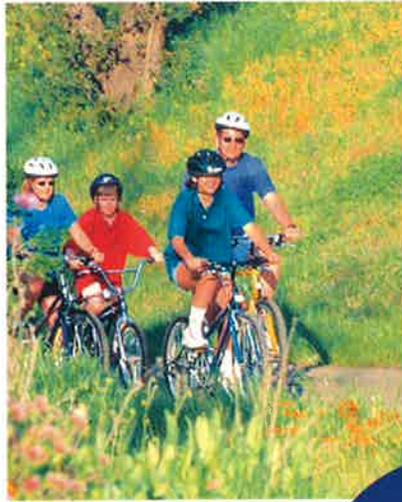
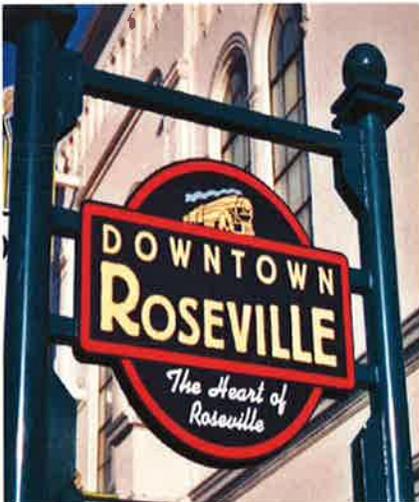
Conclusion of Market Value: **\$180,000**

The value conclusion is subject to the *General and Extraordinary Assumptions, Limiting Conditions, Significant Factors, and Hypothetical Conditions* referenced in this report.



Downtown Specific Plan

Planning and Redevelopment Department



Adopted April 1, 2009
Ordinance #4728
Resolution #09-122

7.0 Public Services, Facilities & Utilities



Policy 7.3.2: Develop a new Fire Station 1 and Fire Administration building at the intersection of Oak and Lincoln Streets, to further facilitate the goals of the Specific Plan.

By creating a new fire station/administration facility at the intersection of Oak and Lincoln Streets, the plan will accomplish several goals. The area will be enhanced with the development of a new substantial structure at this intersection, and the area along Dry Creek will then be available to be developed as a mixed-use development site. Given the costs associated with this measure, careful consideration was given in selecting this site. The following provides an overview of the key elements that have been a factor in designating Site Number 2 (intersection of Oak Street and Lincoln Street) as the preferred relocation site.

Probable Cost: Although Site Number 2 is not the least expensive option, it facilitates a number of objectives of the Plan. It allows for the existing station to continue operating while under construction, ensuring that public safety needs will still be satisfied for the Downtown. There is no cost associated with temporary housing of the existing operations. It will utilize existing land controlled by the City, keeping property acquisitions to a minimum. Revenue generated from the future property disposition of the existing site can be applied to the project; offsetting some of the cost.

Location: Site Number 2 is located within the established five emergency response areas. The construction of a Fire facility at this location will also facilitate the construction of the future bike trail extension under the Lincoln Street Bridge. Another added benefit is from a visual standpoint. Currently, this area is underdeveloped, by placing the station and Fire operations at this location there is an opportunity to create a unique focal feature at the end of Oak Street. This location was reviewed and supported by the Downtown Specific Plan Steering Committee.

Traffic: Being located at the intersection provides for the opportunity for future signalization, if necessary. The access to the rear of the apparatus bays from Linda Drive also provides for better traffic circulation for fire equipment.



7.0 Public Services, Facilities & Utilities

Design Considerations: The location of the station allows for the creek walk and pedestrian bridge to be constructed within a logical development process. It also provides a visual focal point at the terminus of Oak Street. The on-site constraints of the site include the installation of retaining walls and fill in what has been identified as part of the existing floodway.

In order to assess the potential flood impacts, the City hired RBF Engineers to model the flood impacts if this option was developed at this site (refer to Appendix F - Downtown Specific Plan Hydraulic Study for a full report on flood impacts). The flood modeling indicates that with improvement to the Lincoln Street Bridge widening the opening for the bike trail, the flood impacts to the site will be greatly reduced. Flood impacts to the site would be limited to the parking area, at the worst case. Per City development standards, parking areas are allowed within the floodway as long as the depth of flooding does not exceed 18 inches. The modified floodway and the Lincoln Bridge improvements are represented in Exhibit 7.2. By further elevating the parking, the entire site could be removed from the floodway, and per RBF's study, it would not have a detrimental impact to surrounding property.

Vehicular Accessibility: The proposed design provides for a drive-thru approach to the apparatus bays. This is a preferred circulation pattern for the fire operations. In addition to the ease of access for the fire trucks, the site will provide ample parking for all aspects of the functions housed at this site (Fire Administration, Prevention and Operations).

Pedestrian Accessibility: This option provides multiple access points to multiple modes of transit. The proximity to the creek walk and downtown provide easy pedestrian access. Proximity to the bike trail provides a direct connection to the trail system along Dry Creek, and the City's transit facilities are readily accessible from the site.

Growth Potential: The Oak/Lincoln Street site provides an additional 2,500 square feet of "shelled" space for future expansion of the administrative functions on-site. Based on the aforementioned evaluation, the site located at the intersection of Oak Street and Lincoln Street, Site 2, becomes the premiere site for the relocation of Fire Station 1, including the Fire Administration and Fire Operations housed at the current location.



Property #3

110 Lincoln Street

APN #

013-101-001-000

SUMMARY OF IMPORTANT FACTS AND CONCLUSIONS

Appraised Property: Vacant land improved for use as a public parking lot

Location: Southeast quadrant of Lincoln Street and Linda Drive, within the city of Roseville, Placer County, California

Street Address: According to public records, APN 013-101-001 has not been assigned a physical street address; however, City of Roseville records (GIS) indicates this parcel has a physical street address of 110 Lincoln Street, Roseville, California 95678.

Assessor's Parcel Number(s): 013-101-001

Owner(s) of Record: Redevelopment Agency of the City of Roseville

Zoning: CMU/SA-DT, Commercial Mixed Use/Special Area-Downtown Specific Plan. The subject is located in the Dry Creek Mixed Use District and is designated as 'Community Commercial' within the Downtown Specific Plan, which allows for a broad range of commercial development.

Flood Zone: Zone X – Areas outside the 100- and 500-year floodplains. Flood insurance is not required within this zone.

Land Area: 10,009± square feet (0.23± acres)

Highest and Best Use: Continuation of existing use, with a hold for future development.

Date of Inspection: January 25, 2013

Effective Date of Value: January 25, 2013

Date of Report: February 13, 2013

Property Rights Appraised: Fee simple estate

Exposure and Marketing Time: 12 months

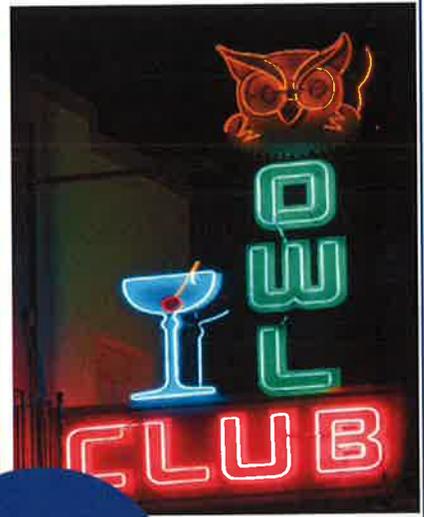
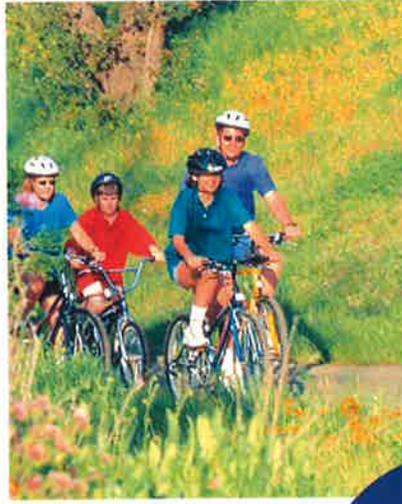
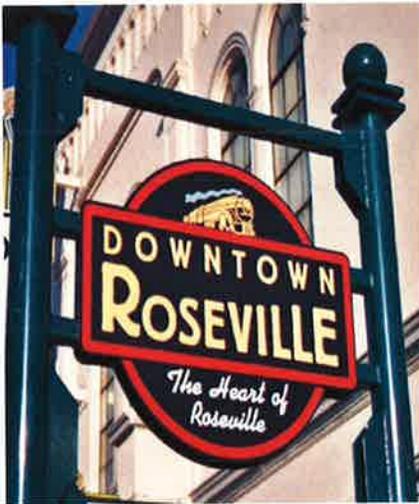
Conclusion of Market Value: **\$90,000**

The value conclusion is subject to the *General and Extraordinary Assumptions, Limiting Conditions, Significant Factors, and Hypothetical Conditions* referenced in this report.



Downtown Specific Plan

Planning and Redevelopment Department



Adopted April 1, 2009

Ordinance #4728

Resolution #09-122

7.0 Public Services, Facilities & Utilities



Policy 7.3.2: Develop a new Fire Station 1 and Fire Administration building at the intersection of Oak and Lincoln Streets, to further facilitate the goals of the Specific Plan.

By creating a new fire station/administration facility at the intersection of Oak and Lincoln Streets, the plan will accomplish several goals. The area will be enhanced with the development of a new substantial structure at this intersection, and the area along Dry Creek will then be available to be developed as a mixed-use development site. Given the costs associated with this measure, careful consideration was given in selecting this site. The following provides an overview of the key elements that have been a factor in designating Site Number 2 (intersection of Oak Street and Lincoln Street) as the preferred relocation site.

Probable Cost: Although Site Number 2 is not the least expensive option, it facilitates a number of objectives of the Plan. It allows for the existing station to continue operating while under construction, ensuring that public safety needs will still be satisfied for the Downtown. There is no cost associated with temporary housing of the existing operations. It will utilize existing land controlled by the City, keeping property acquisitions to a minimum. Revenue generated from the future property disposition of the existing site can be applied to the project; offsetting some of the cost.

Location: Site Number 2 is located within the established five emergency response areas. The construction of a Fire facility at this location will also facilitate the construction of the future bike trail extension under the Lincoln Street Bridge. Another added benefit is from a visual standpoint. Currently, this area is underdeveloped, by placing the station and Fire operations at this location there is an opportunity to create a unique focal feature at the end of Oak Street. **This location was reviewed and supported by the Downtown Specific Plan Steering Committee.**

Traffic: Being located at the intersection provides for the opportunity for future signalization, if necessary. The access to the rear of the apparatus bays from Linda Drive also provides for better traffic circulation for fire equipment.



7.0 Public Services, Facilities & Utilities

Design Considerations: The location of the station allows for the creek walk and pedestrian bridge to be constructed within a logical development process. It also provides a visual focal point at the terminus of Oak Street. The on-site constraints of the site include the installation of retaining walls and fill in what has been identified as part of the existing floodway.

In order to assess the potential flood impacts, the City hired RBF Engineers to model the flood impacts if this option was developed at this site (refer to Appendix F - Downtown Specific Plan Hydraulic Study for a full report on flood impacts). The flood modeling indicates that with improvement to the Lincoln Street Bridge widening the opening for the bike trail, the flood impacts to the site will be greatly reduced. Flood impacts to the site would be limited to the parking area, at the worst case. Per City development standards, parking areas are allowed within the floodway as long as the depth of flooding does not exceed 18 inches. The modified floodway and the Lincoln Bridge improvements are represented in Exhibit 7.2. By further elevating the parking, the entire site could be removed from the floodway, and per RBF's study, it would not have a detrimental impact to surrounding property.

Vehicular Accessibility: The proposed design provides for a drive-thru approach to the apparatus bays. This is a preferred circulation pattern for the fire operations. In addition to the ease of access for the fire trucks, the site will provide ample parking for all aspects of the functions housed at this site (Fire Administration, Prevention and Operations).

Pedestrian Accessibility: This option provides multiple access points to multiple modes of transit. The proximity to the creek walk and downtown provide easy pedestrian access. Proximity to the bike trail provides a direct connection to the trail system along Dry Creek, and the City's transit facilities are readily accessible from the site.

Growth Potential: The Oak/Lincoln Street site provides an additional 2,500 square feet of "shelled" space for future expansion of the administrative functions on-site. Based on the aforementioned evaluation, the site located at the intersection of Oak Street and Lincoln Street, Site 2, becomes the premiere site for the relocation of Fire Station 1, including the Fire Administration and Fire Operations housed at the current location.



Property #4

320-330 Vernon Street

APN #

013-091-003-000

SUMMARY OF IMPORTANT FACTS AND CONCLUSIONS

Appraised Property: U.S. Post Office building

Location: At the northeast corner of Vernon Street and South Grant Street, within the city of Roseville, Placer County, California

Street Address: 320 Vernon Street, Roseville, California 95678 (the property is also referred to as 324 or 330 Vernon Street in various public records)

Assessor's Parcel Number(s): 013-091-003

Owner(s) of Record: Redevelopment Agency of the City of Roseville

Zoning: CBD/ SA-DT – Central Business District/ Special Area - Downtown

Flood Zone: Zone X – Areas outside the 100- and 500-year floodplains.

Land Area: 22,986± square feet

Rentable Building Area:

| | |
|--------------|---------------------------|
| Basement | 9,783± square feet |
| Ground floor | <u>9,702± square feet</u> |
| Total | 19,485± square feet |

Floor Area Ratio: 84.77% (based on the total building area in relation to the land area)

Current Use: U.S. Post Office

Highest and Best Use: Interim use as a post office and hold for future mixed-use commercial development

Date of Inspection: February 4, 2013

Effective Date of Value: February 4, 2013

Date of Report: February 14, 2013

Property Rights Appraised: Leased fee interest

Exposure and Marketing Time: 12 months

Conclusion of Market Value: **\$425,000**

The value conclusion is subject to the *General and Extraordinary Assumptions, Limiting Conditions, Significant Factors, and Hypothetical Conditions* referenced in this report.

RESOLUTION NO. 13-131**AUTHORIZE CANCELLATION OF DEBT IN EXCHANGE FOR ACQUISITION OF
REAL PROPERTY LOCATED AT 320/330 VERNON STREET
AND 8051 WASHINGTON BOULEVARD**

WHEREAS, on March 17, 2010, the City of Roseville ("City") provided the Redevelopment Agency of the City of Roseville ("RDA") with a loan originating from the City's general fund, more particularly the Strategic Improvement Fund, in the principal amount of \$2,026,679.00 subject to repayment to City with interest ("Loan #1"), which the RDA expended to acquire the real property located at 320/330 Vernon Street (Post Office); and

WHEREAS, on April 18, 2007, the City provided the RDA with a loan originating from the City's general fund, more particularly the Strategic Improvement Fund, in the principal amount of \$3,747,688.00 subject to repayment with interest ("Loan #2"), which the RDA expended to acquire the real property located at 8051 Washington Boulevard (Post Office distribution site); and

WHEREAS, the Loan #1 and Loan #2 were formally documented pursuant to City and RDA resolutions on February 2, 2011; and

WHEREAS, ABx1 26, adopted by the California Legislature, dissolved all redevelopment agencies within the State of California, including the RDA, and has obligated Successor Agencies with winding down the affairs of the redevelopment agencies, including disposition of all real property held by the successor agencies; and

WHEREAS, on January 9, 2012, and pursuant to ABx1 26 the City Council elected to become the Successor Agency for the Redevelopment Agency of the City of Roseville; and

WHEREAS, all assets, properties, contracts, leases and records of the RDA were, by operation of law, transferred to the Successor Agency; and

WHEREAS, Health and Safety Code Section 34171(d) effectively invalidated many loan agreements entered into between redevelopment agencies and the cities that created them; and

WHEREAS, subsequent to ABx1 26, the California Legislature adopted AB 1484, which allowed for the reinstatement of certain loan agreements; and

WHEREAS, Health and Safety Code Section 34191.4(b)(1) provides: "Notwithstanding subdivision (d) of Section 34171, upon application by the successor agency and approval by the oversight board, loan agreements entered into between the redevelopment agency and the city, county, or city and county that created by (sic) the redevelopment agency shall be deemed to be enforceable obligations provided that the oversight board makes a finding that the loan was for legitimate redevelopment purposes;" and

WHEREAS, at a publicly noticed meeting of the Oversight Board of the Successor Agency on April 22, 2013, the Oversight Board adopted resolutions finding that all loans listed on the RDA's current Recognized Obligation Payment Schedule and entered into between City and RDA (including Loan #1 and Loan #2) were for legitimate redevelopment purposes; and

WHEREAS, Successor Agency staff submitted the Oversight Board approved Resolutions to the State Department of Finance ("DOF"); and

WHEREAS, on May 2, 2013, City received an email from DOF providing notice that DOF will not be initiating a review of the Oversight Board Resolutions, but indicating that repayments of the City/RDA loans are subject to DOF's review and approval on a subsequent Recognized Obligation Payment Schedule; and

WHEREAS, pursuant to AB 1484, Successor Agency staff will be preparing and submitting a Long Range Property Management Plan to the Oversight Board for approval; and

WHEREAS, Loan #1 and/or Loan #2 have not been repaid, either whole or in part, by the RDA and consequently no tax increment nor any other assets of the RDA have been expended in repayment of Loan #1 and/or Loan #2; and

WHEREAS, recent appraisals have determined that each of the real property securities has a current market value which is considerably less than its respective loan debt, including principal and interest; and

WHEREAS, given the terms of the loans and the constraints of the redevelopment dissolution Legislation, it is likely that Loan #1 and Loan #2 would not be fully repaid until approximately October 1, 2040; and

WHEREAS, the real property located at 320/330 Vernon Street and 8051 Washington Boulevard is believed to currently hold significant development opportunity, the pursuit of which is consistent with City's economic development interests; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Roseville that it hereby authorizes cancellation of the debt associated with the loans between the City of Roseville and the Redevelopment Agency of the City of Roseville relative to 320/330 Vernon Street and 8051 Washington Boulevard in exchange for grant deeds transferring title to the properties to the City of Roseville; and

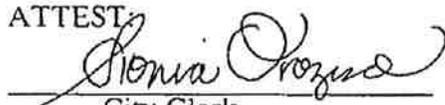
BE IT FURTHER RESOLVED that the City Manager is authorized to execute the City's acceptance of grant deeds and all other necessary, related documents in form approved by the City Attorney, and to direct Successor Agency/City staff to prepare the Long Range Property Management Plan consistent with this Resolution; and

BE IT FURTHER RESOLVED that the City Clerk is authorized to record with the Placer County Recorder's Office the grant deeds and all other related documents as approved by the City Attorney.

PASSED AND ADOPTED by the Council of the City of Roseville this 15th day of
May, 2013, by the following vote on roll call:

| | | |
|--------|-----------------|--------------------------------|
| AYES | COUNCILMEMBERS: | Roccucci, Herman, Garcia, Gore |
| NOES | COUNCILMEMBERS: | None |
| ABSENT | COUNCILMEMBERS: | Rohan |


VICE MAYOR

ATTEST:

City Clerk

10540 White Rock Road Suite 180
Rancho Cordova, California 95670

Tel: (916) 444-0123
Fax: (916) 635-8805

www.browncaldwell.com

April 13, 2010

Brown AND
Caldwell

Mr. Bill Aiken
City of Roseville
Planning and Redevelopment
311 Vernon Street
Roseville, California 95678

1017/139033-001

Subject: Phase II Groundwater and Soil Vapor Investigation Summary Report,
330 Vernon Street, Roseville, California

Dear Mr. Aiken:

Brown and Caldwell (BC) is pleased to present this Phase II Site Investigation (SI) Report for 330 Vernon Street, Roseville, California (Site) (Figure 1). Based on the February 17, 2010 Phase I Environmental Site Assessment (ESA) by Natural Investigations Company of Folsom, California for the above-referenced property (Site), there was one unresolved *historical recognized condition* (HREC) at the Site and one unresolved *recognized environmental condition* (REC) associated with neighboring properties of the Site. The Phase I ESA and this Phase II SI were conducted as part of a potential property acquisition between the United States Postal Service (USPS), the current owner of the Site, and the City of Roseville. The objective of the investigation is to determine the presence or absence of contamination impacting the subject property from the REC, a former dry cleaner at 404 Vernon Street located southwest of the Site and the former gasoline stations at 401 and 331 Vernon Street that were located south of the Site, and the HREC, a garage that was present at the Site prior to the USPS occupying the site in 1935.

Investigation Objectives

This Phase II SI was performed in accordance with a March 25, 2010 work plan submitted to the City of Roseville Environmental Utilities Engineering Division.

The objective of the investigation was to advance 6 borings for temporary soil gas collection points, focusing on the unresolved HREC and REC the southeast, southwest, and northwest sides. Figure 1 provides the locations of these borings. The samples were collected along the edge of the property along Vernon Street, Grant Street, and Atlantic Street. Additionally, an objective was to advance three borings to groundwater; record lithology in one of these borings; and collect grab

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E n v i r o n m e n t a l E n g i n e e r s & C o n s u l t a n t s

Mr. Bill Aiken
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groundwater samples from all three borings. The purpose of the groundwater samples were to determine the impacts from volatile organic compounds (VOCs) and total petroleum hydrocarbons in the gasoline range (TPH). To accomplish these objectives, the following tasks were completed:

- Obtained permits to drill borings to groundwater, and an encroachment permit from the City of Roseville.
- Called Underground Service Alert to notify and request providers to mark their subsurface utility alignments in the area of drilling.
- Contracted with Subtronic to complete a subsurface utility survey.
- Advanced 6 soil vapor borings (SG-1 through SG-6) and install temporary soil gas probes. Allow at least 48 hours for gas probes to obtain equilibration. Collect six soil vapor samples (one from each boring at approximately 4.5 feet below ground surface (bgs)) into Summa canisters, and transport under chain-of-custody (COC) to Air Toxics Ltd, of Folsom, California for analysis by TO-15.
- Advanced 3 hollow stem auger borings (SB-1 through SB-3) to collect shallow groundwater samples on the southwest side of the property (Figure 1).
- Collected lithographic information every 5 feet from boring SB-2 on the southwest side of the Site (Figure 1).
- Collected and analyzed groundwater samples for laboratory analysis.
- Prepared this summary of investigation with results.

Health and Safety protocols were conducted in accordance with Title 29 Code of Federal Regulations Part CFR 1910.120.

Field Observations, Dates Work Performed, and Drilling Activities

Soil vapor probe installation was conducted on March 29, 2010. The collection of soil vapor samples, the collection of lithology, and groundwater samples was conducted on April 1, 2010.

The soil vapor probes were installed by advancing a 1 ½ diameter hand auger to 5 feet bgs following the California Environmental Protection Agency (EPA) *Draft Advisory – Active Soil Gas Investigation* dated March 2010. The probes were installed in the boring by placing 6-inches of 30 mesh sand, placing the probe at 4.5 feet bgs, placing an additional 6-inches of 30 mesh sand to 4 feet bgs around the probe,

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placing 1 foot of granular bentonite to 3 feet bgs, then hydrating the bentonite. The boring was then filled with bentonite slurry to the surface.

Brown and Caldwell subcontracted with Precision Sampling of Stockton, California, a California-licensed well-drilling company (C-57 licensed driller # 636387) to drill 3 hollow stem auger borings (SB-1 through SB-3) to groundwater. At SB-2, the subsurface is composed of silty sands to sandy silts from approximately 0 to 28 feet bgs, and sandy gravel to a maximum depth of 45 feet bgs (Attachment A). Depth to groundwater ranged from 38.19 feet bgs in SB-3 (total depth 40 feet) to 41.01 feet bgs in SB-2 (total depth 45 feet). Boring SB-1 was drilled to 50 feet bgs and groundwater was not encountered. PID readings were collected every five feet from boring SB-2, and from cuttings at the other borings. All PID readings were zero parts per million (ppm).

Investigation derived waste, in the form of drill cuttings and decontamination water, was placed in 55-gallon steel drums, labeled, and placed on City of Roseville property pending analysis for disposal. Following receipt of the analytical data the drums will be removed from the City of Roseville property for proper disposal.

Sampling and Analytical Activities

Soil gas sampling followed the California EPA *Draft Advisory – Active Soil Gas Investigation* guidance document. The soil vapor samples were analyzed using US Environmental Protection Agency (USEPA) Method TO-15 for total petroleum hydrocarbons in the gas range (TPH-g), benzene, toluene, ethylbenzene, and total xylenes (BTEX), tetrachloroethylene (PCE), and PCE breakdown products (i.e., trichloroethylene (TCE), cis-/trans-1,2-dichloroethylene (DCE), and vinyl chloride). In addition samples were analyzed for the tracer gas 1,1-difluoroethane. Analytical results for soil vapor are included as Attachment B.

Groundwater was collected using a disposal bailer from within the hollow stem auger drill rod. The groundwater was transferred into pre-preserved 40 milliliter VOA vials provided by Kiff Analytical LLC (Kiff), of Davis, California. The groundwater samples were transported under COC to Kiff, a California-certified hazardous-materials laboratory (ELAP # 2236), and were analyzed for TPH-g and full list VOCs using EPA Method 8260B. Analytical results for groundwater are located in Attachment C.

Analytical Results

The contaminants reported in the soil vapor analytical results were low levels of PCE, benzene, toluene, ethylbenzene, m,p-xylene, and o-xylene (Table 1). TCE, PCE, TPH as gasoline, trans-1,2-dichloroethene, cis-1,2-dichloroethene and sec-

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butylbenzene were encountered in groundwater (Table 2) with the highest concentrations in SB-3 located in the west corner of the Site.

Detected analytes were compared to their respective California Regional Water Quality Control Board San Francisco Bay Region Environmental Screening Levels (ESL) (Table 1 and Table 2). The soil vapor analytical results were all below their respective ESL levels. ESLs in groundwater for these analytes are equivalent to the maximum contaminant levels (MCLs). Groundwater analytical results in SB-3 reported TPH as gasoline, TCE, and PCE exceeding their respective ESLs by about 5 times. Groundwater analytical results in SB-2 reported PCE at 7.9 micrograms per liter (ug/l), just above the ESL of 5 ug/l, and TCE at 0.83 ug/l, below the ESL of 5 ug/l.

Conclusions

Based upon analytical data collected from the property, the highest concentrations for VOCs in soil gas are on the west side of the building at the location co-located with boring SB-3. However all VOCs are below their respective ESLs, indicating that the VOCs are not a concern for vapor intrusion for a residential or commercial setting.

Groundwater samples collected on the west side of the property at SB-3 reported elevated concentrations of PCE, TCE and TPH as gasoline. This data agrees with data collected by E₂C Remediation for the Former Deluxe Cleaners located southwest of the Site. Figures provided in the Phase I Report completed by E₂C in 2007 show PCE and TCE impacts extending under the western corner of the Site. Based on E₂C Remediation, the source of the VOCs impacting groundwater is the former Deluxe Cleaners, the known REC presented in the February 17, 2010 Phase I Report. The Former Deluxe Cleaners is currently under Regional Board oversight, and is conducting remediation and monitoring.

Limitations

The services and professional opinions provided by Brown and Caldwell are based upon the specific scope of work authorized by City of Roseville and, as such, are intended solely for the benefit and use of City of Roseville. No benefit is intended to be conferred on, nor contractual relationship established with any other person or entity. No such person or entity shall be entitled to rely upon Brown and Caldwell's services, opinions, recommendations, plans, or specifications provided hereunder. No right to assert a claim against the Brown and Caldwell, its officers, employees, agents, or consultants shall accrue to consultant, contractor or to any subcontractor, supplier, manufacturer, lender, insurer, surety, or any other third

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party as a result of this Agreement or the performance or nonperformance of the Brown and Caldwell's services hereunder.

If you have any questions or comments, please call Mr. Chuck Frey at (916) 853-5387 or Ms. Wendy Linck at (916) 853-5325.

Sincerely,

BROWN AND CALDWELL



Chuck Frey
Project Manager



Wendy Linck, P.G. 6934
Project Geologist

CF:ds
Enclosures

9.3.3 City Hall Annex/Post Office Site (316/320 Vernon Street)

Project Description: This project proposes to replace the existing City offices, U.S. Post Office and mail distribution center with a three-story commercial building and parking garage totaling 173,000 square feet. The first floor fronting Vernon Street could potentially provide a 4,500-square-foot Post Office and approximately 10,500 square feet of retail space. The 2nd and 3rd floors would provide approximately 72,500 square feet of office space. The parking structure would provide approximately 132 parking stalls, and an additional 28 spaces are available as on-street parking directly adjacent to the site. See Figure 9.3 for site location.

| Parking Calculations | |
|--|-------------|
| Net. Comm. 87,500 s.f. @1/500 | 175 spaces |
| Reduction based on area and parcel consolidation | (20 spaces) |
| Total On-site Required = | 155 spaces |
| On-site parking | 132 spaces |
| Total Provided = | 132 spaces |
| Shortfall on-site = | 23 spaces |

Land Use: Central Business District (CBD)
Zoning: CBD/Special Area
Parcel Size: 1.2 Acres
Commercial Square Footage:
 Retail – 15,000 s.f.
 Office – 72,500 s.f.
 Total – 87,500 s.f.
Total Square Footage: 0,900 s.f.
Floor Area Ratio: 1.7
Height:
 Allowed – 5 stories (70 feet)
 Proposed – 3 stories (55 feet)

9.3.3 A Site Plan

The following evaluation and discussion addresses site circulation, grading, parking, utilities and other features associated with the site plan for this project. A site plan exhibit has been provided, as Exhibit 9.11. A 4,500 square foot retail space has been set aside to accommodate the potential for relocating the retail component of the Post Office operations at this site. Although this space is shown on the plans as such, the actual location of this facility will be dependent on the future land acquisition agreement that is formalized with this entity.

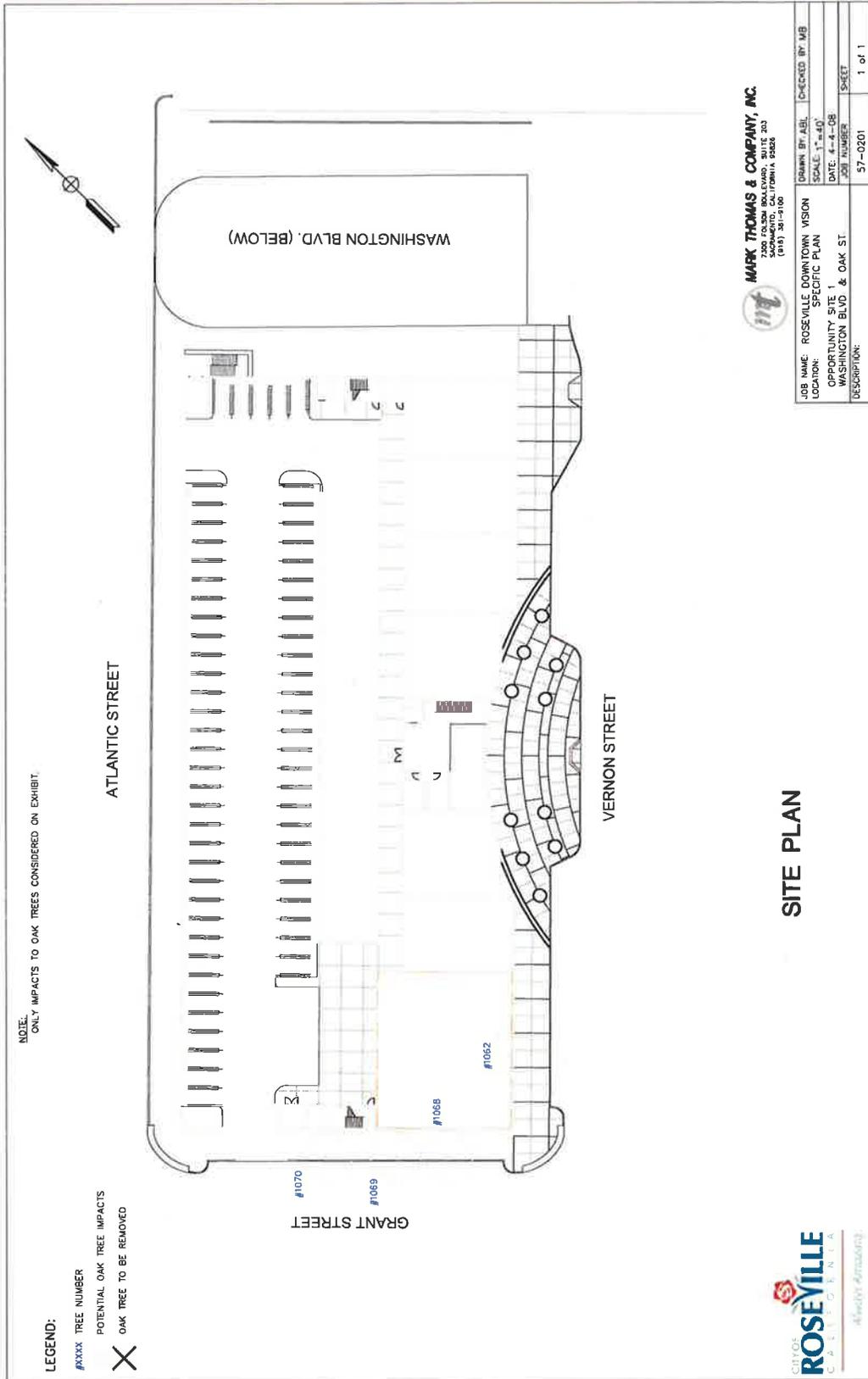
Circulation: The project will obtain vehicular access from two locations. An access is provided off of Grant Street at the rear of the building and second access is provided on Atlantic Street. The Grant Street entry is the primary entrance to the parking garage. The Atlantic Street driveway will act as the primary exit from the garage. Per the technical memorandum from Fehr and Peers (Appendix F), the proposed driveway locations are adequate. There are several recommended mitigation measures that will be required to be incorporated

Figure 9.3



9.0 Pre-Design Projects

Exhibit 9.11 - 316/320 Vernon Street Site Plan



9.0 Pre-Design Projects

into the ultimate construction documents. The garage will provide for two levels of parking to support the uses within the building. Due to the lot depth, there is not ample room to activate the ground floor on the Atlantic Street frontage with retail uses and still construct adequate parking on-site.

Pedestrian circulation is provided to the street level through both an elevator system and stairwells internal to the building. The Vernon Street frontage promotes the pedestrian environment through a building setback, that varies from its shallowest depth of eighteen (18) feet to the widest point at approximately forty-five (45) feet. Pedestrian circulation is available on all frontages and a pedestrian alley is being provided adjacent to the Washington Boulevard underpass.

Grading: The existing site is relatively flat as it is developed with two existing structures. Exhibit 9.12 represents the cross section of the building and how it would ultimately be constructed. As part of the pre-design review, a detailed grading plan will be developed.

On-site is the existing Post Office Building and the Old City Hall building located at 316 and 320 Vernon Street, respectively. The project anticipates the removal of both of these structures. An evaluation and discussion supporting this approach is provided as follows:

Existing Conditions:

Post Office Building: The existing Post Office Building at 320 Vernon Street features an overall utilitarian style. The flat roof is banded by a wide cornice. As depicted in Figure 9.4, the exterior features a smooth stucco finish, a center arched door opening with a mosaic tile accent and rounded awnings over the windows. The original structure was constructed in 1935. A wood relief sculpture done by the artist Zygmund Savezich, titled "The Letter" was installed interior to the building in 1936. In 1965, a concrete addition was made to the building's north elevation Figure 9.5, and acts as the loading bay/docks for the Post Office distribution center.



Figure 9.4

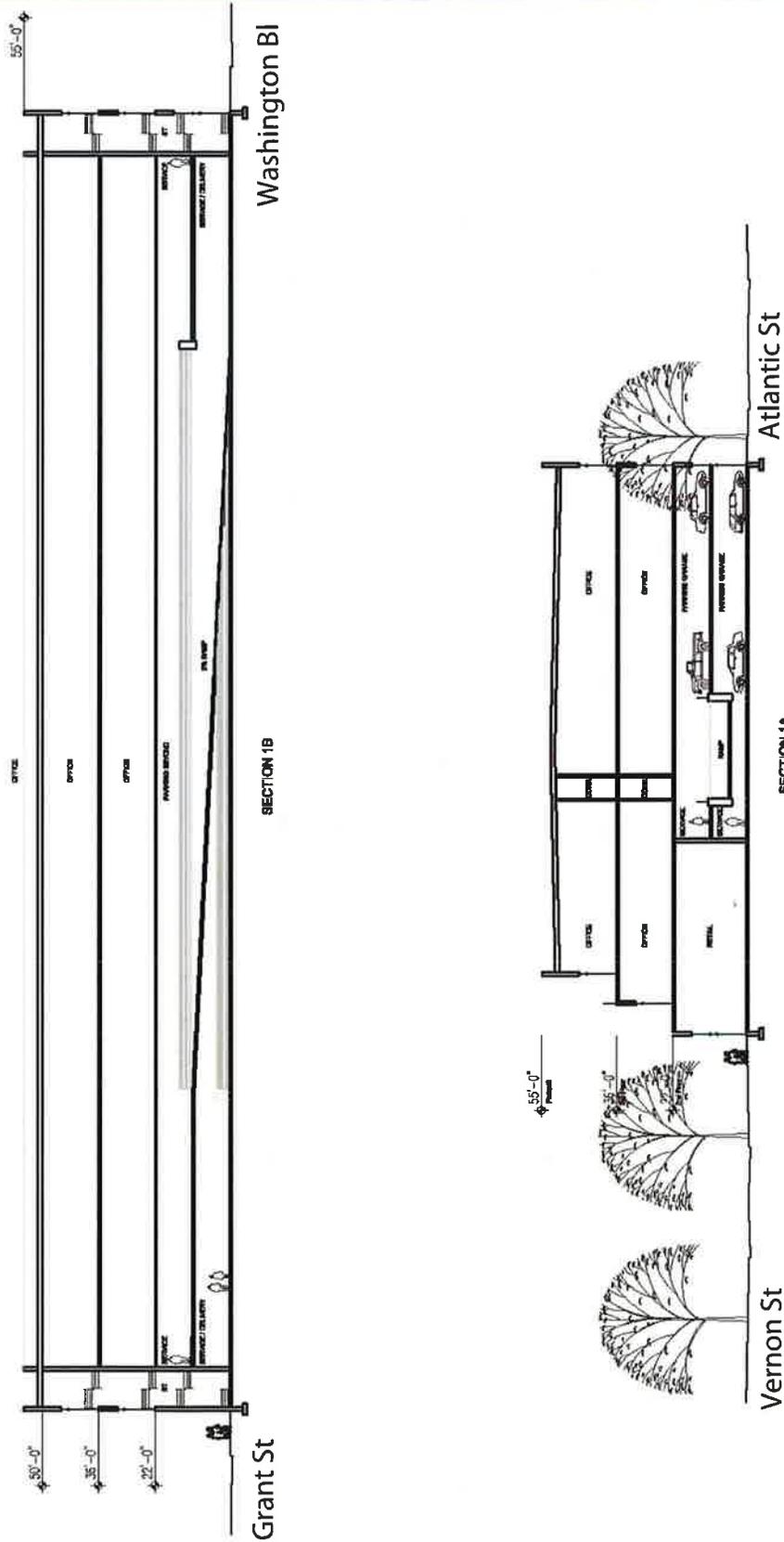
Figure 9.5

In 2007, the City hired EDAW Inc. to perform a cultural assessment of this building (Appendix C). EDAW evaluated the historical significance of this resource in compliance with the Section 106 of the National Historic Preservation Act of 1966 and its implementing regulations (36 CFR Part 800, as amended in 1999). In addition to this federal review the building was also assessed in accordance with Section 15064.5(a)(1-3) of the California Environmental Quality Act Guidelines, using the criteria outlined in Section 5024.1 of the California Public Resources Code. This



9.0 Pre-Design Projects

Exhibit 9.12 - 316/320 Vernon Street Grading Cross-section



9.0 Pre-Design Projects

investigation led to a determination that, due to the modifications to the building and loss of historic integrity, the building was ineligible for listing in the National Register of Historic Places (NRHP) and the California Registrar of Historical Resources (CRHR).

The cultural assessment was then forwarded to the United States Postal Service (USPS) and submitted to the State Historic Preservation Office (SHPO) for confirmation. There was no official response generated by the SHPO. Under statutory compliance the SHPO has a 30 day period to respond to a determination. If no official response is provided, then the assessment is automatically approved. Since, no official response was generated, it has been determined that this building has no cultural significance and can be removed without mitigation.

City Hall Building: This existing building is a Spanish Eclectic style building designed by architect Charles Dean. The main part of the building consists of a raised two-story rectangular elevation with a medium pitch side-gable roof covered with Spanish tile, Figure 9.5. A one story addition extends perpendicularly from the rear of the main building, Figure 9.6. The first two thirds of this addition exhibit the same board-form concrete construction, roof construction and window treatment as the main building, and likely dates to the 1930's.

This building was evaluated in conjunction with the Post Office cultural assessment. Similar to the Post Office, the architectural integrity has been degraded with the past additions that have been made to the building. The only criterion that would appear to qualify the building under the CRHR would be related to the past use of the building as part of the early governmental development of the City of Roseville. To offset this impact, the recommended mitigation has been to incorporate the existing architectural elements as part of a future project. Based on this recommendation, the elevations and materials reflect the style and materials that are part of the existing structure (Exhibit 9.13)

The resulting benefits to removing these structures and creating a consolidated project are summarized as follows:

- *A large consolidated project can be constructed which reactivates the 300 block of Vernon Street;*
- *The construction costs for building a development from the ground up will be significantly cheaper than retaining and retrofitting these buildings; and,*
- *A parking structure that is integrated into the development project can be constructed with better efficiency gaining more parking for downtown.*



Figure 9.6

9.0 Pre-Design Projects

Exhibit 9.13 - 316/320 Vernon Street
Elevation overview



Grant Street/Vernon Street frontage



Grant Street/Atlantic Street frontage



Vernon Street frontage

9.0 Pre-Design Projects

Parking: As part of the proposed development, the parking structure will create 132 additional parking spaces within the downtown. Based on the policies of the Specific Plan this building is required to provide a minimum of 155 spaces on-site. The proposed design has a shortfall of 23 spaces. On-street parking adjacent to the site provides an additional 28 spaces. The availability of this public realm parking helps to offset this parking shortfall. In order to assist the development of this site, a parking reduction is justified.

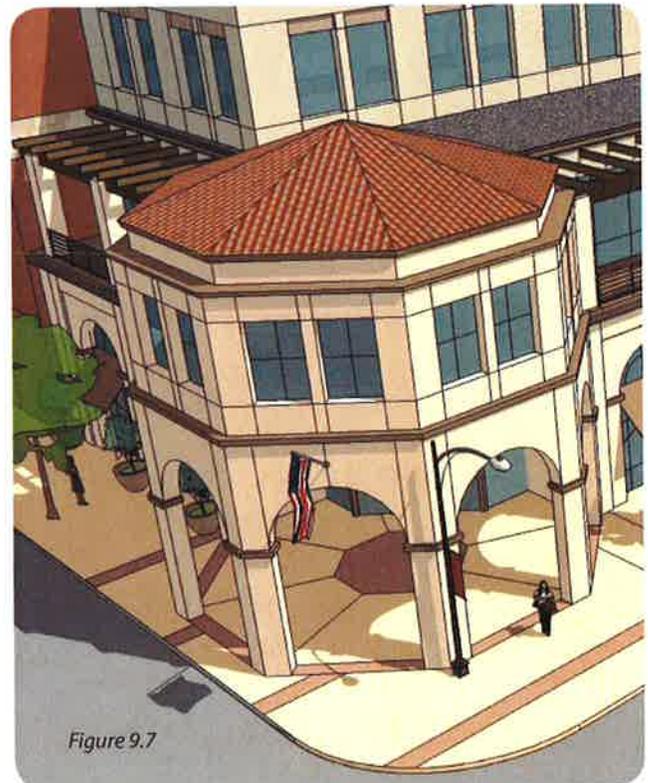
Refuse: The project will provide refuse through a compactor accessed via Atlantic Street. The driveway exiting the garage on the northwest end of the building will be designed to allow for the compactor to be accessed by opening a set of gates at this location. This is a similar approach as to what has been incorporated into the Parking Garage on Oak Street.

Future Entitlement and Lot Configuration: At this time, this site has been identified as a prime location for expansion of the Civic Center and providing additional office space for City administration needs. Depending on the future negotiations, the growth of the City and the structure of the City's staffing needs, the City may choose to retain a portion of the building to satisfy these needs.

This project site consists of four (4) separate parcels. In order for this project to move forward, these lots will need to be merged and the overall project will need to be re-subdivided. As part of the future development process, the project proponent will need to enter into a Development Disposition Agreement (DDA) with the City's Redevelopment Agency. As part of this agreement, the project proponent and City's obligations will be clarified. This will also determine the type of map (e.g. commercial subdivision, commercial condominium, etc...) or other mechanism that is necessary in order to reflect the two party's obligations under the DDA.

Architectural Feature: A rotunda entry feature has been proposed at the corner of Grant and Vernon Street (Figure 9.7). This feature provides a point of interest along the street and significantly adds to the overall pedestrian experience. As proposed, this feature extends into the existing public right-of-way. To avoid liability issues and yet still construct this feature, the City would need to abandon the right-of-way at the back of the curb and secure a pedestrian easement on the Grant Street and Vernon Street frontages. This abandonment could occur while a project is in plan check for a building permit, but would need to be completed prior to issuance of a building permit.

Landscaping: Although conceptual landscaping areas have been identified, a landscape plan has yet to be developed. As part of the Plan Development submittal and the Pre-design review process, a landscape plan that conforms to the design guidelines and City standards shall be reviewed and approved. This plan shall be approved by the Planning Director.



9.0 Pre-Design Projects

A tree inventory was conducted by Abacus and is provided as Appendix D. As identified in this report, the site does support a variety of ornamental trees within the public parking area and surrounding landscape areas. It also supports one native oak tree that has a 30" diameter breast height. This tree is in poor condition. Based on the proposed design and condition, the future project will remove this tree. The approval of the **Downtown Code**, will authorize the removal of this tree as part of a future development project. Prior to removal, a tree mitigation plan that is consistent with the City's tree ordinance shall be approved by the Planning Director.

9.3.3 B Utilities

Exhibit 9.14 summarizes the utility connections and basic level improvements necessary to service the project. Based upon the preliminary site layout provided, the proposed improvements will connect to existing utility facilities in Vernon Street and Atlantic Street.

Sanitary sewer connections will be made to the existing system within both Grant Street and Vernon Street; both facilities are 6" lines. Neither of these pipelines were identified within the Specific Plan as requiring upgrades; therefore, no additional sewer line work is needed.

The proposed water connection will be to the facility within Atlantic Street, on the north side of the project site. This line was identified within the Specific Plan as requiring an upgrade from a 6" to an 8" line. It is anticipated that the proposed development will be required to upgrade this facility between Grant Street and Washington Boulevard. Additionally, a connection from the retail component on the Vernon Street side of the site will need to be established. This will likely require that an 8" waterline be constructed within Grant Street.

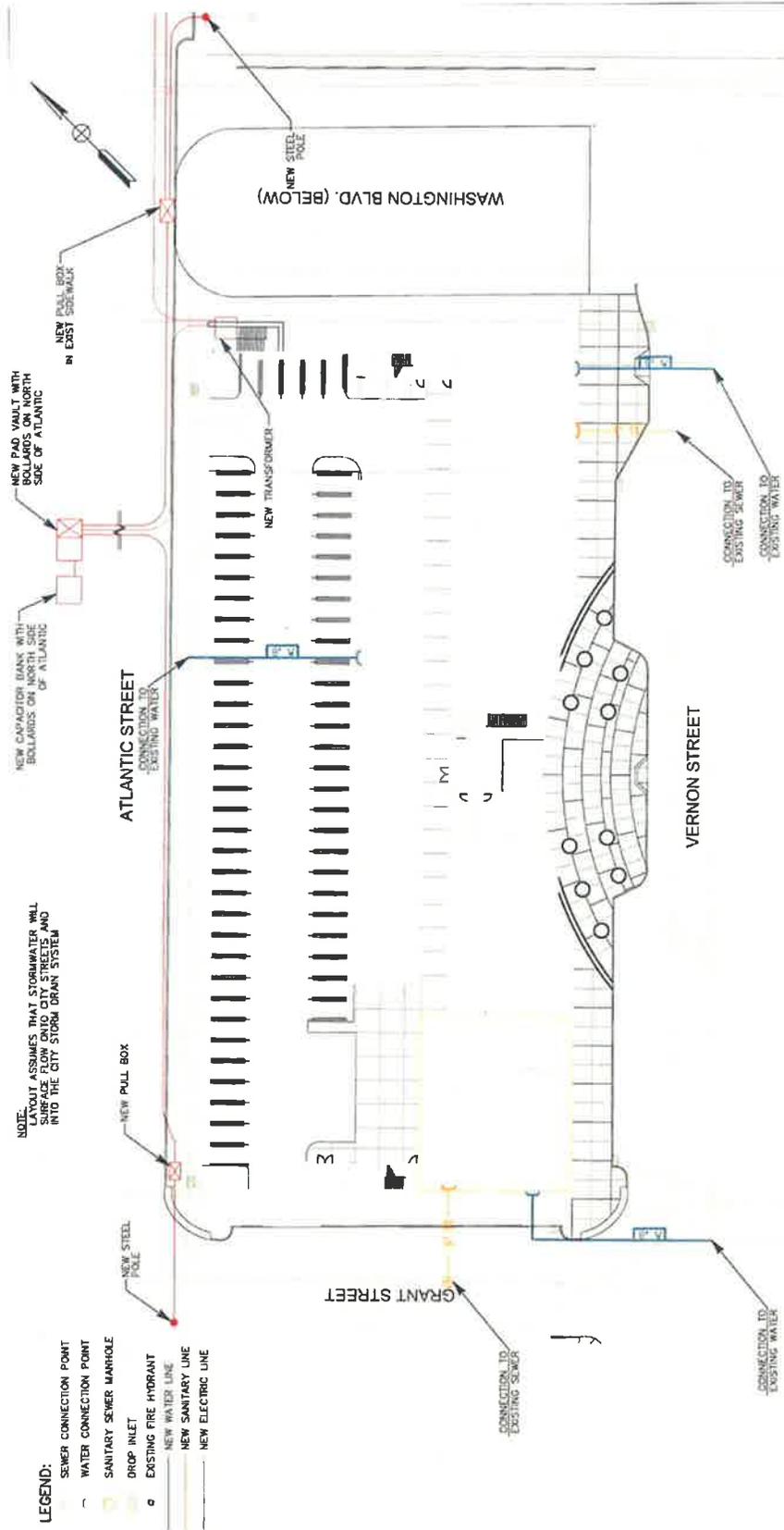
The existing fire hydrant spacing within the area appears to be adequate and no additional hydrants will be required.

The site storm drain connection will be to the existing storm drain trunk line within Grant Street. This facility eventually connects to Dry Creek. A detailed layout of all storm drain facilities, including drop inlets and trunk lines, will be completed with the final site design.

The site will connect to existing overhead electric/telephone lines and underground gas lines within Atlantic Street.

Based on the proposed development size, a new 1500 kVa transformer is required and is proposed near the stairway on Atlantic Street. The existing overhead power line along Atlantic Street will be underground and two poles will be replaced with steel poles, as well as the addition of two pull boxes and one pad vault across Atlantic Street.





NOTE: LAYOUT ASSUMES THAT STORMWATER WILL INFLUENCE FLOW INTO STORM SEWER AND INTO THE CITY STORM DRAIN SYSTEM

- LEGEND:**
- SEWER CONNECTION POINT
 - WATER CONNECTION POINT
 - SANITARY SEWER MANHOLE
 - DROP INLET
 - EXISTING FIRE HYDRANT
 - NEW WATER LINE
 - NEW SANITARY LINE
 - NEW ELECTRIC LINE



MARK THOMAS & COMPANY, INC.
 1000 W. 10TH ST.
 SUITE 203
 DENVER, CO 80202
 (303) 341-9100

PROPOSED UTILITY CONNECTIONS

| | | | | | |
|-------------|----------------------------|--------------|--------|------------|----------|
| JOB NAME | ROSEVILLE DOWNTOWN VISION | DRAWN BY | ABL | CHECKED BY | MB |
| LOCATION | SPECIFIC PLAN | SCALE | 1"=40' | DATE | 10-24-05 |
| PROJECT | WASHINGTON BLVD. & DAK ST. | SHEET NUMBER | | | |
| DESCRIPTION | | | | | 57-0201 |
| | | | | | 1 of 2 |



9.0 Pre-Design Projects

9.3.3 C Architecture

The location of this project site requires the building to provide a high level of architecture on all four elevations. The site's location within the Vernon Street area, adjacent to the future town square further dictates that the architecture reflect the intent of the Specific Plan. The key elements that are reflected in the architecture include;

- *Promote sound architectural practices.*
- *The design reflects an ardent respect for the past by integrating an eclectic use of Spanish/Mediterranean materials, colors and design elements. The arched window and doorway elements are reminiscent of the existing 316 Vernon Street building. The use of Spanish tile roofing materials and low gabled rooflines also reflect the character of the existing building. Refer to Exhibits 9.15 a -c.*

A high standard of articulation, detailing, and architectural treatment has been applied on all facades of the building. Particularly, the entry element at the mid-block and at the corner of Grant Street and Vernon Street reinforce the commitment to achieving an interesting articulated building.

Balconies at the second floor level provide the opportunity to add interest to the pedestrian environment and put more eyes on the street. Exhibit 9.16 provides a visual picture of this element.

The project has been designed to facilitate effective surveillance via the use of expansive windows. The large windows on the bottom floor are inviting and allow pedestrians to see in, and retail and shop owners to view the street scene creating a friendlier, safer, more social environment. An appropriate level of detail has been provided at the base of the building to add to the pedestrian experience.

Due to the shallow depth of this site, the parking structure is forced to front onto Atlantic Street. The design provides some relief through the integration of an architectural feature at the mid-block and the use of a variety of colors (Exhibit 9.17). As part of future construction drawings other elements or ideas on how to add greater articulation or material change will be encouraged.

Develop a steady rhythm of façade widths.

The proposed building maintains the characteristic rhythm, proportion, and spacing of existing door and window openings.

The facade design on the Vernon Street frontage varies on this building (at approximately every one hundred and forty (140) linear feet) to prevent the repetitive nature of a continuous facade, (Exhibits 9.15 a-c). The Vernon Street frontage at the pedestrian level has been designed to have two distinct ends of the building. These are separated by the main entry feature that is centered on the at-grade pedestrian crossing on Vernon. This pedestrian route will extend from the front of this building all the way to Royer Park, crossing Oak Street and entering the park via a new pedestrian bridge.

Create a comfortable scale of structures.

The three (3) story height of this building integrates well with the surrounding buildings, matching the scale and bulk of the existing development pattern.

The ultimate color, materials and architectural elements will be approved as part of the Pre-design review process. Final architectural design will be approved by the Planning Director.





The arched window and doorway elements are reminiscent of the existing 316 Vernon Street building. Spanish tile roofing materials and low gabled rooflines also reflect the character of the existing building



As a prominent corner in the Heart of the Vernon Street District, an architectural feature such as the rotunda at the intersection of Grant Street and Vernon Street is warranted.



This building will frame the western end of the future Town Square. As shown, it provides a key pedestrian mid-block crossing, linking Vernon Street, the Town Square and ultimately, Royer Park.



Balconies at the second floor level provide the opportunity to add interest to the pedestrian environment and put more eyes on the street.



Due to the shallow depth of this site, the parking structure is forced to front onto Atlantic Street. The design provides some relief through the integration of an architectural feature at the mid-block and the use of a variety of colors

REDEVELOPMENT AGENCY OF THE CITY OF ROSEVILLE
RESOLUTION NO. 8-10

APPROVING A LEASE AGREEMENT BETWEEN THE REDEVELOPMENT AGENCY
AND UNITED STATES POSTAL SERVICE AND AUTHORIZING THE EXECUTIVE
DIRECTOR TO EXECUTE IT ON BEHALF OF THE REDEVELOPMENT AGENCY

WHEREAS, a Lease Agreement regarding 330 Vernon Street, between the
Redevelopment Agency of the City of Roseville and United States Postal Service, has been
reviewed by the Redevelopment Agency;

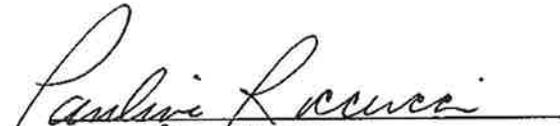
NOW, THEREFORE, BE IT RESOLVED by the Redevelopment Agency of the City of
Roseville that said lease is approved and that the Executive Director is authorized to execute it
on behalf of the Redevelopment Agency.

PASSED AND ADOPTED by the Redevelopment Agency of the City of Roseville this
17th day of March, 2010, by the following vote on roll call:

AYES AGENCY MEMBERS: Allard, Bray, Garcia

NOES AGENCY MEMBERS: Roccucci

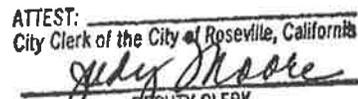
ABSENT AGENCY MEMBERS: Garbolino

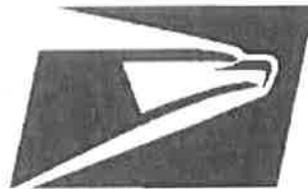

for CHAIR

ATTEST:


Secretary

The foregoing instrument is a correct copy
of the original on file in this office.

ATTEST:
City Clerk of the City of Roseville, California

DEPUTY CLERK



UNITED STATES
POSTAL SERVICE™

Lease

ROSEVILLE - VERNON RETAIL STATION (056624-008)
330 VERNON ST, ROSEVILLE, CA 95678-9998

009
/



Lease

Facility Name/Location

**ROSEVILLE - VERNON RETAIL STATION (056624-008)
330 VERNON ST, ROSEVILLE, CA 95678-9998**

**County: Placer
Lease: F0000326607**

This Lease made and entered into by and between REDEVELOPMENT AGENCY OF THE CITY OF ROSEVILLE hereinafter called the Landlord, and the United States Postal Service, hereinafter called the Postal Service:

In consideration of the mutual promises set forth and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

1. The Landlord hereby leases to the Postal Service and the Postal Service leases from the Landlord the following premises, hereinafter legally described in paragraph 7, in accordance with the terms and conditions described herein and contained in the 'General Conditions to U.S. Postal Service Lease,' attached hereto and made a part hereof.

Upon which is a Lease entire Main Floor of approximately 9,000 square feet, concrete building and which property contains areas, spaces, improvements, and appurtenances as follows:

| AREA | SQ. FEET |
|---------------------------------|--------------|
| Net Interior Floor Space | 9,000 |

USPS to Leaseback the main floor of approximately 9,000 square feet. Basement is NOT included in the lease agreement and shall be secured off from US Postal Service.

Total Site Area: 23,100.00

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the following term:

FIXED TERM: The term becomes effective May 01, 2010 with an expiration date of April 30, 2015, for a total of 5 Years.

3. RENTAL: The Postal Service will pay the Landlord an annual rental of: \$68,000.00 (Sixty Eight Thousand and 00/100 Dollars) payable in equal installments at the end of each calendar month. Rent for a part of a month will be prorated.

Rent checks shall be payable to:

**CITY OF ROSEVILLE
311 VERNON STREET
ROSEVILLE, CA 95678-2649**

4. **RENEWAL OPTIONS:** The Lease may be renewed at the option of the Postal Service, for the following separate and consecutive terms and at the following annual rentals:

| EFFECTIVE DATE | EXPIRATION DATE | PER ANNUM RENTAL |
|----------------|-----------------|------------------|
| 05/01/2015 | 04/30/2020 | Market Value |

provided that notice is sent, in writing, to the Landlord at least 180 days before the end of the original lease term and each renewal term. All other terms and conditions of this Lease will remain the same during any renewal term unless stated otherwise herein.

See Attached Renewal Option Rider (Market Value)

5. **OTHER PROVISIONS:** The following additional provisions, modifications, riders, layouts, and/or forms were agreed upon prior to execution and made a part hereof:

Utilities Services & Equipment Rider, Maintenance Rider - USPS Responsibility, Renewal Option Rider (Market Value).

6. **TERMINATION:**

This lease may not be terminated during the fixed term, except for cause pursuant to the general conditions or any riders or addendums or other attachments made part of this lease. After the fixed term, this lease may be terminated pursuant to this paragraph by the Postal Service upon 180 days written notice to the Landlord.

7. **LEGAL DESCRIPTION:**

See attached Exhibit "A".



Addendum

Facility Name/Location

ROSEVILLE - VERNON RETAIL STATION (056624-008)
330 VERNON ST, ROSEVILLE, CA 95678-9998

County: Placer
Lease: F00000326607

RECITALS

A. In furtherance of the objectives of the Community Redevelopment Law (commencing at Health and Safety Code Section 33000), the Redevelopment Agency of the City of Roseville (Agency or Landlord) has undertaken a program for the clearance and reconstruction or rehabilitation of blighted areas in the City of Roseville ("City") including a redevelopment project in the Roseville Redevelopment Project Area ("Project Area"). The redevelopment plan for the Project Area (as it may be amended from time to time, "Redevelopment Plan") was adopted by the City Council of the City on October 18, 1989, by City Ordinance No. 2274. A copy of the Redevelopment Plan as initially adopted was recorded on October 24, 1989, in the Official Records of the County of Placer, in Book 3743, beginning at page 177.

B. Agency owns fee title to 330 Vernon Street as described in Exhibit A, attached hereto and incorporated herein by this reference ("Legal Property Description"), together with any and all appurtenances thereto ("Premises").

C. The leasing of the Premises and the fulfillment generally of this Lease are (1) in the vital and best interests of the City of Roseville and the health, safety, morals and welfare of its residents, (2) for the purpose of community improvement and welfare, (3) for the benefit of the Agency's Redevelopment Project and (4) in accord with the public purpose and provisions of any applicable federal, state and local laws and requirements under which the Project is to be undertaken and is being assisted.

D. The purpose of this Lease is to establish the rights and obligations of the Parties regarding the leasing of the Premises.

* **TERM:** The Term of the Lease shall commence at the close of escrow and continue for a period of 5 years at an annual rental of \$68,000, payable in equal installments \$5,666.67, at the end of each calendar month.

HOLD HARMLESS: The Postal Service hereby agrees to save harmless and indemnify the landlord from all claims, loss, damage, actions, causes of actions, expense, and/or liability resulting from the use of said property by the Postal Service whenever such claim, loss, damage, actions, cause of actions, expense, and/or liability arises from the negligent or wrongful act or omission by a Postal Service employee while acting within the scope of his or her employment, under circumstances where the Postal Service, if a private person, would be liable in accordance with the law of the place where the negligent or wrongful act or omission occurred. Notwithstanding the above, the Postal Service is under no obligation to save harmless and indemnify the landlord where any negligent or wrongful act or omission by the landlord, its employees or agents, in any way causes or contributes to the claim, loss, damage, actions, causes of actions, expense and/or liability.

PERMITTED USE: Lessee shall use the Premises for the purpose of postal retail and distribution operations on the Premises. No other operations shall be permitted, except with prior written consent of Lessor.

UTILITIES: Lessee shall pay or cause to be paid, and hold Lessor and the Premises free and harmless from all charges for the furnishing of gas, water, electricity, telephone service, sewer and other public



Addendum

Facility Name/Location

ROSEVILLE - VERNON RETAIL STATION (056624-008)
330 VERNON ST, ROSEVILLE, CA 95678-9998

County: Placer

Lease: F00000326607

utilities of services during the Term and any extension thereof.

RELOCATION OF USPS:

A. **Temporary Relocation of USPS.** In the event Lessor proceeds with redevelopment of the Premises during the Term of the Lease, USPS shall relocate to a temporary space off-site (Temporary Interim Space). Lessor shall provide USPS written notification at least 1 year in advance of any such relocation. The location of the Temporary Interim Space shall be acceptable to the USPS and shall be located in downtown Roseville at a site suitable for USPS to conduct its retail operations. At the time of relocation, this lease shall terminate and the parties shall enter into a lease for the Temporary Interim Space under terms and conditions similar to this Lease. The USPS shall lease this Temporary Interim Space at fair market rent. The lease for the Temporary Interim Space shall contain a provision providing for permanent space for the USPS. Lessor shall pay USPS reasonable and verifiable relocation expenses, tenant improvements, and all other necessary costs, which in total are estimated at \$470,000. USPS shall have a 180 day right to terminate said lease.

B. **Permanent Site.** USPS permanent site shall either be located on the Premises at completion of the redevelopment of the property or in the alternative, at a permanent location off-site, provided said site is acceptable to the USPS. Lessor shall provide USPS written notification at least 1 year in advance of any such relocation. At the time of relocation to the permanent site, this lease or the lease for the Temporary Interim Space, whichever is applicable, shall terminate and the parties shall enter into a lease for the permanent space under terms and conditions similar to this Lease. USPS shall lease the permanent site at fair market rent. Lessor shall pay USPS reasonable and verifiable relocation expenses and all other necessarily associated costs. In addition, lessor shall pay for all costs related to the tenant improvements made to the permanent space in an amount not to exceed \$690,000. The tenant improvement not-to-exceed amount shall be adjusted by the Bureau of Labor Statistics, Consumer Price Index for All Urban Consumers: Western Region, All Items ("CPI"). The CPI for the month and year of this contract is _____. The not to exceed amount shall be adjusted based upon the CPI at the month and year the contract for the tenant improvements for the permanent space is awarded.

C. **Site Requirements.** The property at the Temporary Interim Space and the permanent site shall have approximately 4,110 square feet net interior space. Gross interior space may be limited to 4,830 square feet.

PERSONAL PROPERTY:

A. **Furnishings and Equipment.** USPS's furnishings and equipment (lobby tables, chairs, file cabinets, etc.), unless affixed to the floor, wall or ceiling, shall be considered personal property not encompassed by this Lease and shall be removed by USPS upon its vacation of the Premises.

B. **Fixtures.** Fixtures, such as scissor lift, counters, and security systems, shall remain with the Premises. Notwithstanding the foregoing, Artwork, post office boxes and facility identification shall be considered personal property of the USPS and shall be removed by USPS upon its vacation of the



Addendum

Facility Name/Location

ROSEVILLE - VERNON RETAIL STATION (056624-008)
330 VERNON ST, ROSEVILLE, CA 95678-9998

County: Placer

Lease: F00000328607

Premises.

C. **Artworks.** There is currently Artwork (murals, sculptures, etc.) located on the Premises. The Parties agree that USPS will remain the owner of the Artwork. The Artwork will be removed and/or relocated by USPS upon its vacation, whether temporarily or permanently, of the Premises. Lessor (City) shall give Lessee (USPS) sufficient notice to relocate the artwork.



Lease

EXECUTED BY LANDLORD this 22nd day of March, 2010.

CORPORATION

By executing this Lease, Landlord certifies that Landlord is not a USPS employee or contract employee (or an immediate

Name of Corporation: Redevelopment Agency of the City of Roseville

[Signature]
Name & Title: _____ Name & Title: _____

Michael T. Shellito Executive Director

Name & Title: _____ Name & Title: _____

Landlord's Address: 311 VERNON STREET

ROSEVILLE, CA 95678-2649

Telephone No.: (916) 774 - 5200 Fax No.: (916) 774 - 5200 Tax ID: XX-XXX0409

E-mail Address: _____

[Signature] [Signature]
Witness Witness

- a. Where the Landlord is a corporation, leases and lease agreements entered into must have the corporate seal affixed, or in place thereof, the statement that the corporation has no seal.
- b. Where the Landlord is a corporation, municipal corporation, non-profit organization, or fraternal order or society, the Lease must be accompanied by documentary evidence affirming the authority of the agent, or agents, to execute the Lease to bind the corporation, municipal corporation, non-profit organization, or fraternal order or society for which he (or they) purports to act. The usual evidence required to establish such authority is in the form of extracts from the articles of incorporation, or bylaws, or the minutes of the board of directors duly certified by the custodian of such records, under the corporate seal. Such resolutions, when required, must contain the essential stipulations embodied in the Lease. The names and official titles of the officers who are authorized to sign the Lease must appear in the document.
- c. Any notice to Landlord provided under this Lease or under any law or regulation must be in writing and submitted to Landlord at the address specified above, or at an address that Landlord has otherwise appropriately directed in writing. Any notice to the Postal Service provided under this Lease or under any law or regulation must be in writing and submitted to "Contracting Officer, U.S. Postal Service" at the address specified below, or at an address that the Postal Service has otherwise directed in writing.

ACCEPTANCE BY THE POSTAL SERVICE

4-9-10 RANDY W. ALDER
Date Contracting Officer Signature of Contracting Officer

160 INVERNESS DR. W. #400, Englewood, Ca
Address of Contracting Officer 80112-5005



General Conditions to USPS Lease

1. CHOICE OF LAW

This Lease shall be governed by federal law.

2. RECORDING

Not Required

3. MORTGAGEE'S AGREEMENT

If there is now or will be a mortgage on the property which is or will be recorded prior to the recording of the Lease, the Landlord must notify the contracting officer of the facts concerning such mortgage and, unless in his sole discretion the contracting officer waives the requirement, the Landlord must furnish a Mortgagee's Agreement, which will consent to this Lease and shall provide that, in the event of foreclosure, mortgagee, successors, and assigns shall cause such foreclosures to be subject to the Lease.

4. ASSIGNMENTS

a. The terms and provisions of this Lease and the conditions herein are binding on the Landlord and the Postal Service, and all heirs, executors, administrators, successors, and assigns.

b. If this contract provides for payments aggregating \$10,000 or more, claims for monies due or to become due from the Postal Service under it may be assigned to a bank, trust company, or other financing institution, including any federal lending agency, and may thereafter be further assigned and reassigned to any such institution. Any assignment or reassignment must cover all amounts payable and must not be made to more than one party, except that assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in financing this contract. No assignment or reassignment will be recognized as valid and binding upon the Postal Service unless a written notice of the assignment or reassignment, together with a true copy of the instrument of assignment, is filed with:

1. the contracting officer; and
2. the surety or sureties upon any bond.

c. Assignment of this contract or any interest in this contract other than in accordance with the provisions of this clause will be grounds for termination of the contract for default at the option of the Postal Service.

d. Nothing contained herein shall be construed so as to prohibit transfer of ownership of the demised premises, provided that:

1. such transfer is subject to this Lease agreement; and

2. both the original Landlord and the successor Landlord execute the standard *Certificate of Transfer of Title to Leased Property and Lease Assignment and Assumption* form to be provided by the USPS Contracting Officer; and in the case of new leased space projects, the lease may only be assigned or ownership of the property transferred following commencement of the fixed term, unless prior written consent is obtained from the Postal Service.

5. APPLICABLE CODES AND ORDINANCES

The Landlord, as part of the rental consideration, agrees to comply with all codes and ordinances applicable to the ownership and operation of the building in which the rented space is situated and to obtain all necessary permits and related items at no cost to the Postal Service. When the Postal Service or one of its contractors (other than the Landlord) is performing work at the premises, the Postal Service will be responsible for obtaining all necessary and applicable permits, related items, and associated costs.

6. SUBLEASE

The Postal Service may sublet all or any part of the premises or assign this lease but shall not be relieved from any obligation under this lease by reason of any subletting or assignment.

NO
only upon written consent of Lessor, and

7. RESTORATION AND ALTERATIONS

a. Upon written notification by Landlord within 30 days of the expiration or termination of this Lease, the Postal Service shall restore the premises to a "broom clean" and usable condition, excepting the following: reasonable and ordinary wear and tear; and damages by the elements or by circumstances over which the Postal Service has no control. If Landlord provides the above notice, the Postal Service and Landlord shall negotiate and reach agreement on necessary items of restoration and the reasonable cost for restoration; the Postal Service shall pay Landlord this agreed-upon amount and shall have no further restoration duties under this Lease.

b. The Postal Service shall have the right to make alterations, attach fixtures and erect additions, structures or signs in or upon the premises hereby leased (provided such alterations, additions, structures, or signs shall not be detrimental to or inconsistent with the rights granted to other tenants on the property or in the building in which said premises are located); which fixtures, additions or structures so placed in, upon or attached to the said premises shall be and remain the property of the Postal Service and may be removed or otherwise disposed of by the Postal Service.



General Conditions to USPS Lease

8. CLAIMS AND DISPUTES

- a. This contract is subject to the Contract Disputes Act of 1978 (41 U.S.C. 601-613) ("the Act").
- b. Except as provided in the Act, all disputes arising under or relating to this contract must be resolved under this clause.
- c. "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Landlord seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph d below. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
- d. A claim by the Landlord must be made in writing and submitted to the contracting officer for a written decision. A claim by the Postal Service against the Landlord is subject to a written decision by the contracting officer. For Landlord claims exceeding \$100,000, the Landlord must submit with the claim the following certification:

"I certify that the claim is made in good faith, that the supporting data are accurate and complete to the best of my knowledge and belief, that the amount requested accurately reflects the contract adjustment for which the Landlord believes the Postal Service is liable, and that I am duly authorized to certify the claim on behalf of the Landlord."

The certification may be executed by any person duly authorized to bind the Landlord with respect to the claim.

- e. For Landlord claims of \$100,000 or less, the contracting officer must, if requested in writing by the Landlord, render a decision within 60 days of the request. For Landlord-certified claims over \$100,000, the contracting officer must, within 60 days, decide the claim or notify the Landlord of the date by which the decision will be made.
- f. The contracting officer's decision is final unless the Landlord appeals or files a suit as provided in the Act.
- g. When a claim is submitted by or against a Landlord, the parties by mutual consent may agree to use an alternative dispute resolution (ADR) process to assist in resolving the claim. A certification as described in subparagraph d of this clause must be provided for any claim, regardless of dollar amount, before ADR is used.
- h. The Postal Service will pay interest on the amount found due and unpaid from:
1. the date the contracting officer receives the claim (properly certified if required); or
 2. the date payment otherwise would be due, if that date is later, until the date of payment.
- i. Simple interest on claims will be paid at a rate determined in accordance with the Act.
- j. The Landlord must proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the contracting officer.
9. HAZARDOUS/TOXIC CONDITIONS CLAUSE

Sites cannot have any contaminated soil or water above applicable federal, state or local action levels or undisclosed underground storage tanks. Unless due to the act or negligence of the Postal Service, if contaminated soil, water, underground storage tanks or piping or friable asbestos material or any other hazardous/toxic materials or substances as defined by applicable Local, State or Federal law are subsequently identified on the premises, the Landlord agrees to remove such materials or substances upon notification by the Postal Service at Landlord's sole cost and expense in accordance with EPA and/or State guidelines; prior to accomplishing this task, Landlord must seek written approval by the USPS Contracting Officer of the contractor and scope of work, such approval not to be unreasonably withheld. If ACBM is subsequently found in the building which reasonably should have been determined, identified, or known to the Landlord, the Landlord agrees to conduct, at Landlord's sole expense, an asbestos survey pursuant to the standards of the Asbestos Hazard Emergency Response Act (AHERA), establish an Operations and Maintenance (O&M) plan for asbestos management, and provide the survey report and plan to the Postal Service. If the Landlord fails to remove any friable asbestos or hazardous/toxic materials or substances, or fails to complete an AHERA asbestos survey and O&M plan, the Postal Service has the right to accomplish the work and deduct the cost plus administrative costs, from future rent payments or recover these costs from Landlord by other means, or may, at its sole option, cancel this Lease. In addition, the Postal Service may proportionally abate the rent for any period the premises, or any part thereof, are determined by the Postal Service to have been rendered unavailable to it by reason of such condition.



General Conditions to USPS Lease

The Landlord hereby indemnifies and holds harmless the Postal Service and its officers, agents, representatives, and employees from all claims, loss, damage, actions, causes of action, expense, fees and/or liability resulting from, brought for, or on account of any violation of this clause.

10. FACILITIES NONDISCRIMINATION

a. By executing this Lease, the Landlord certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform services at any location under its control where segregated facilities are maintained.

b. The Landlord will insert this clause in all contracts or purchase orders under this Lease unless exempted by Secretary of Labor rules, regulations, or orders issued under Executive Order 11246.

11. CLAUSES REQUIRED TO IMPLEMENT POLICIES, STATUTES, OR EXECUTIVE ORDERS

The following clauses are incorporated in this Lease by reference. The text of incorporated terms may be found in the Postal Service's Supplying Principles and Practices, accessible at www.usps.com/publications.

Clause 1-5, *Gratuities or Gifts* (March 2006)

Clause 1-6, *Contingent Fees* (March 2006)

Clause 9-3, *Davis-Bacon Act* (March 2006)¹

Clause 9-7, *Equal Opportunity* (March 2006)²

Clause 9-13, *Affirmative Action for Handicapped Workers* (March 2006)³

Clause 9-14, *Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era* (March 2006)⁴

Clause B-25, *Advertising of Contract Awards* (March 2006)

Note: For purposes of applying the above standard clauses to this Lease, the terms "supplier," "contractor," and "lessor" are synonymous with "Landlord," and the term "contract" is synonymous with "Lease."

¹ For premises with net interior space in excess of 6,500 SF and involving construction work over \$2,000.

² For leases aggregating payments of \$10,000 or more.

³ For leases aggregating payments of \$10,000 or more.

⁴ For leases aggregating payments of \$25,000 or more.



Maintenance Rider USPS Responsibility (Partial)

1. The Postal Service shall maintain the demised premises (including repair and replacement of items, if necessary), except for those items specifically made the responsibility of the Landlord in Paragraph 3 below. The responsibility of the Postal Service as stated herein will be fulfilled at such time and in such manner as the Postal Service considers necessary to keep the demised premises in proper condition.
2. The term "demised premises" as used in this rider includes the premises described in the Lease, the improvements and appurtenances to such premises and all equipment and fixtures furnished, or to be furnished, by the Landlord under this Lease.
3. During the continuance of the Lease, the Landlord is responsible for maintenance of, repairs to, and, if necessary, replacement of:
 - a. All common or joint use interior and exterior areas and common or joint use equipment and systems that may be included as part of this lease.
 - b. All structural elements, including but not limited to: the foundation; column supports; bearing walls; floors, not including floor covering.
 - c. All parts of the roof system including, but not limited to: the roof covering; flashing and insulation; roof beams, joists, and deck; soffit and fascia; and gutters and downspouts. The Postal Service will be responsible for regular cleaning of gutters and downspouts connected to the outer edge (i.e., the eaves area) of the roof; Landlord will be responsible for regular cleaning of any other gutters, downspouts, troughs, scuppers, roof drains, etc.
 - d. Damage resulting from termites and any other wood-eating insects, including inspection, prevention and eradication.
 - e. Defects in building construction or installation of equipment, fixtures, or appurtenances furnished by the Landlord.
 - f. Damage from fire or other casualties, unless such casualties were caused by the negligence of employees or agents of the Postal Service.
 - g. Items of repair performed by the Postal Service due to the failure of any element for which the Landlord is responsible.
 - h. Landlord is responsible for any necessary replacement of the well and septic systems, including lateral fields, during the continuance of the lease. If replacement of either system becomes necessary as a result of the failure of that system, the Landlord remains responsible for providing an operating well system and septic system. Landlord is also responsible for any inspections of these systems required by governing bodies. The Postal Service is responsible for maintenance of the well system and septic system, including any necessary pumping and cleaning of the septic system.
4. If the demised premises or any portion thereof are damaged or destroyed by fire or other casualty, Acts of God, of a public enemy, riot or insurrection, vandalism, or are otherwise determined by the Postal Service to be unfit for use and occupancy, or whenever there is a need for maintenance, repair, or replacement which is the Landlord's obligation under this Maintenance Rider, the Postal Service will require the Landlord to rebuild or repair the premises as necessary to restore them to tenable condition to the satisfaction of the Postal Service. The Postal Service will, except in emergencies, provide the Landlord with written notice stating a reasonable time period for completion of all necessary repairs. (A copy of any such notice shall be sent to the Landlord's mortgagee and any assignee of monies due or to become due under this Lease whose names and addresses have been furnished to the Postal Service by the Landlord. Failure to give such written notice to the Landlord or to the mortgagee or assignee shall not affect the Postal Service's rights to recover expended costs under this provision, provided that the costs expended by the Postal Service are reasonable in amount.) The Postal Service, acting through the Contracting Officer, may proportionately abate the rent for any period the premises, or any part thereof, are determined by the Postal Service to have been rendered untenable, or unfit for use and occupancy, by reason of such condition.



Maintenance Rider USPS Responsibility (Partial)

If the Landlord (or the mortgagee or assignee, on behalf of the Landlord) fails to prosecute the work with such diligence as will ensure its completion within the time specified in the notice (or any extension thereof as may be granted at the sole discretion of the Postal Service), or fails to complete the work within said time, the Postal Service shall have the right to perform the work (by contract or otherwise), and withhold the cost plus any administrative cost and/or interest, from rental payments due or to become due under this Lease. Alternatively, the Contracting Officer may, if the demised premises are determined to be untenable or unfit for use or occupancy, with reasonable discretion, cancel this Lease in its entirety, without liability.

The remedies provided in this section are non-exclusive and are in addition to any remedies available to the Postal Service under applicable law.

5. The Landlord must:
- a. comply with applicable Occupational Safety and Health Standards, title 29 Code of Federal Regulations (CFR) (including but not limited to Parts 1910 and 1926), promulgated pursuant to the authority of the Occupational Safety and Health Act of 1970 (OSHA); and
 - b. comply with any other applicable federal, state, or local regulation governing workplace safety to the extent they are not in conflict with a; and
 - c. take all other proper precautions to protect the health and safety of:
 - (1) any laborer or mechanic employed by the Landlord in performance of this agreement;
and
 - (2) Postal Service employees; and,
 - (3) the public.

The Landlord must include this clause in all subcontracts hereunder and require its inclusion in all subcontracts of a lower tier. The term "Landlord" as used in this clause in any subcontract must be deemed to refer to the subcontractor.



Renewal Option Rider (Market Value)

Facility Name/ Location ROSEVILLE - VERNON RETAIL STATION (056624-008)
330 VERNON ST. ROSEVILLE, CA 95678-9998

County: Placer
Lease: F00000326807

The Postal Service may exercise an option to renew this Lease pursuant to Paragraph 4, for which the Lease does not designate a specific rental rate; the parties shall determine the appropriate, market value rent for that renewal term as follows:

1. Not less than 18 months or more than 24 months prior to the expiration of the current lease term, the Postal Service shall give written notice to Landlord advising Landlord of the Postal Service's opinion of the appropriate market value rent of the leased premises. This opinion shall be based on an appraisal procured by the Postal Service at its sole cost and performed by a "qualified appraiser" prepared in accordance with the attached Appraisal Report Specifications. A copy of the appraisal's summary page/transmittal letter (hereinafter referred to as the "summary") shall be provided to Landlord with the above notice. (A "qualified appraiser" is defined as someone who is State certified or designated by a national professional appraisal society, which said national society is a sponsoring organization of the Appraisal Foundation.)

2. Landlord and Postal Service shall attempt to agree in writing on the market value rent of the leased premises during the thirty (30) day period following delivery of the Postal Service's notice (the "initial negotiation period"). If the parties reach agreement on the market value rent figure, the Postal Service shall timely exercise the renewal option at the agreed rent. If the parties are unable to reach an agreement during the initial negotiation period, then Landlord shall at its sole cost within thirty (30) days following the initial negotiation period, procure an appraisal by a "qualified appraiser". A copy of the appraisal's summary page/transmittal letter (the summary) shall be provided to the Postal Service. If the Landlord fails to provide an appraisal summary as specified herein, then the renewal term rent shall be the market value rent established by the Postal Service's appraisal. The Postal Service shall then timely exercise the renewal option.

3. If the Landlord's appraisal summary amount is within ten percent (10%) of the Postal Service's appraisal summary amount, then the renewal term rent shall be the arithmetic average of the two appraisal summaries. The Postal Service shall then timely exercise the renewal option. If the difference between the two appraisal summaries is greater than ten percent, the Landlord and Postal Service shall attempt to agree in writing on the market value rent during the thirty (30) day period following delivery of the Landlord's appraisal summary to the Postal Service (the "final negotiation period.") If the parties reach agreement on the market value rent, the Postal Service shall timely exercise the renewal option. If the parties are unable to reach agreement during the final negotiation period, then the Landlord shall provide the Postal Service with a list of three qualified appraisers within ten (10) days after request from the Postal Service. The Postal Service shall select one appraiser from this list to perform an appraisal review (or, if Landlord fails to provide a list, the Postal Service shall select an appraiser). Within thirty (30) days, this appraiser shall review both full narrative appraisal reports; establish an appropriate annual market value rent for the renewal term and forward copies of the completed appraisal review to both the Postal Service and the Landlord. The annual rental amount established in the appraisal review shall be binding on both parties for the renewal term of the Lease. The Postal Service shall then timely exercise the renewal option.

4. Landlord and Postal Service shall share equally the cost of the appraisal review noted above, as follows. The Postal Service shall contract for such appraisal review using its standard Contract for Real Estate Services. Landlord shall reimburse the Postal Service fifty percent (50%) of the cost of the appraisal review within sixty (60) days of presentation of the appraiser's invoice(s). If the Landlord fails to pay this fifty percent (50%) share within said time period, the Postal Service may deduct that amount from the following month's rent without further notice to the Landlord.

5. In the event the parties have not completed the appraisal/market value rent determination process and the date for the Postal Service to exercise the renewal option is approaching, the Postal Service shall timely exercise the renewal option at the Postal Service appraiser's market value rent figure (pursuant to paragraph 1, above) and shall not be considered a holdover. Once the renewal term's appropriate market value rent has been determined as noted above, the Postal Service will pay to Landlord any incremental rental increase for this interim period.



Utilities, Services, & Equipment Rider

Facility Name/Location

ROSEVILLE - VERNON RETAIL STATION (056624-006)
330 VERNON ST, ROSEVILLE, CA 95678-9998

County: Placer
Lease: F00000326607

1. HEAT

Landlord must furnish heating system in good working order, in accordance with the Maintenance Rider, during the continuance of the lease. Any investigative or remediation cost associated with a release of fuel from the system, including any fuel tank, shall be the responsibility of the Landlord, unless the release is caused by the act or negligence of the Postal Service. The Postal Service pays all recurring fuel charges, provided such charges are separately metered for postal consumption.

2. AIR CONDITIONING

Landlord must furnish air conditioning equipment in good working order, in accordance with the Maintenance Rider, during the continuance of the lease. The Postal Service pays for recurring charges for power for the equipment, provided the power is separately metered for postal consumption.

3. ELECTRICITY

Landlord must furnish a ~~separately~~ metered electrical system in good working order for the ~~demised~~ premises, in accordance with the Maintenance Rider, during the continuance of the lease. The Postal Service will pay all recurring electric bills.

4. LIGHT

Landlord must provide light fixtures in good working order, in accordance with the Maintenance Rider, during the continuance of the lease. Landlord is not responsible for replacement of light bulbs.



Utilities, Services, & Equipment Rider

5. WATER

Landlord must furnish a potable water system in good working order, in accordance with the Maintenance Rider, during the continuance of the Lease. The Postal Service pays for all recurring water bills during the continuance of the Lease, provided a separate meter or separate invoice is furnished by the appropriate authority.

6. SEWER

Landlord must furnish a sewer system in good working order, in accordance with the Maintenance Rider, during the continuance of the Lease. The Postal Service pays for all recurring sewer bills during the continuance of the Lease, provided a separate meter, or separate invoice is furnished by the appropriate authority.

7. TRASH

The Postal Service agrees to furnish and pay for all trash removal for the demised premises during the continuance of the Lease.

8. SNOW

Not Applicable

Property #5

133 Church Street

APN #

012-200-001-000

SUMMARY OF IMPORTANT FACTS AND CONCLUSIONS

Appraised Property: Vacant land

Location: South of Church Street, northeast of Washington Boulevard, within the city of Roseville, Placer County, California

Street Address: 133 Church Street, Roseville, California 95678

Assessor's Parcel Number(s): 012-200-001

Owner(s) of Record: Redevelopment Agency of the City of Roseville

Zoning: HD/SA-DT, Historic District/Special Area-Downtown Specific Plan. The subject is designated as 'Central Business District' within the Downtown Specific Plan, which allows for a wide range of commercial, multi-family and mixed-use development.

Flood Zone: Zone X – Areas outside the 100- and 500-year floodplains. Flood insurance is not required within this zone.

Land Area: 5,066± square feet (0.12± acres)

Highest and Best Use: Hold for future development

Date of Inspection: January 25, 2013

Effective Date of Value: January 25, 2013

Date of Report: February 13, 2013

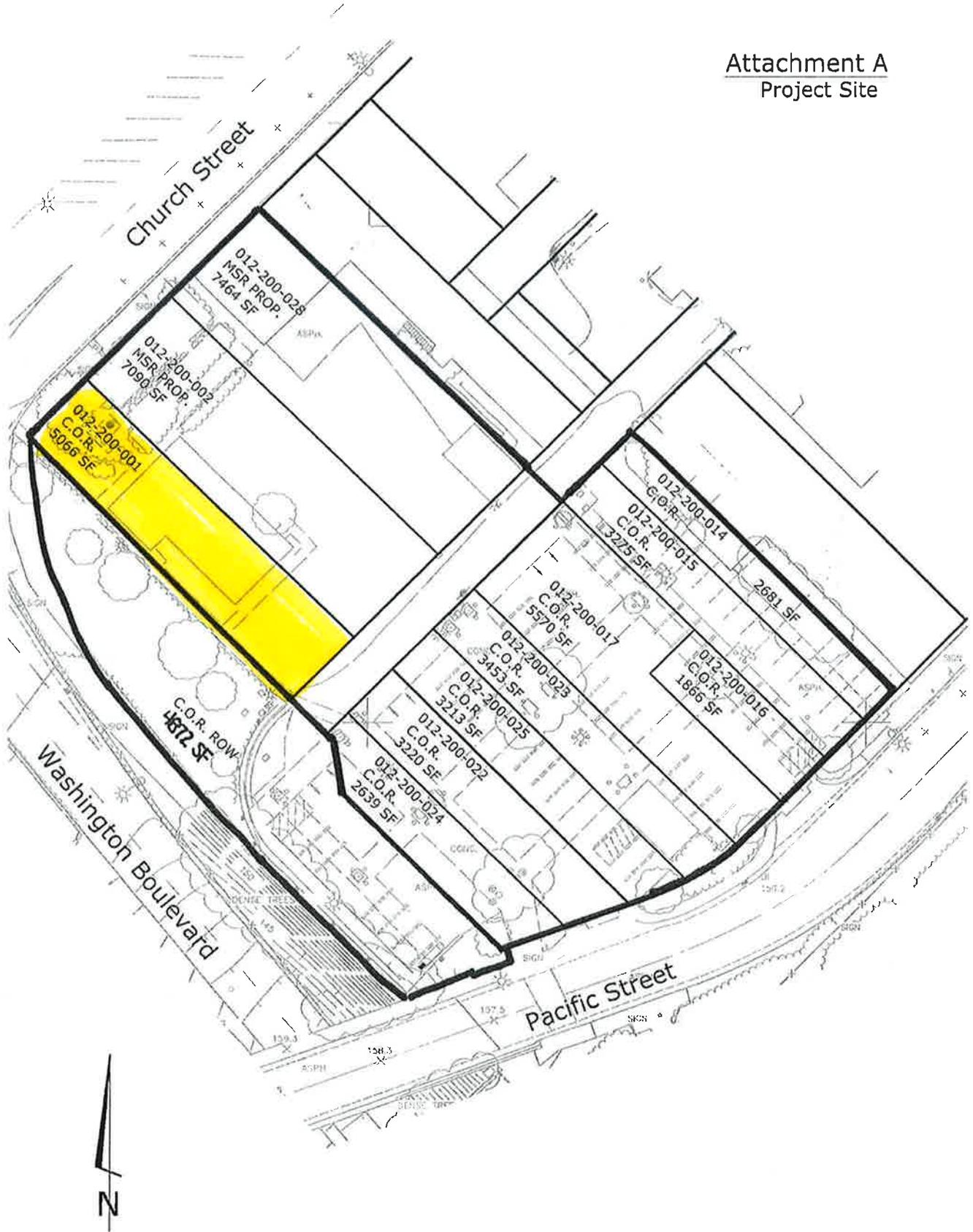
Property Rights Appraised: Fee simple estate

Exposure and Marketing Time: 12 months

Conclusion of Market Value: **\$40,000**

The value conclusion is subject to the *General and Extraordinary Assumptions, Limiting Conditions, Significant Factors, and Hypothetical Conditions* referenced in this report.

Attachment A
Project Site



Scale: 1" = 50'

Property #6

116-120 Pacific Street

2 parcels

APN #'s

012-200-014-000

012-200-015-000

SUMMARY OF IMPORTANT FACTS AND CONCLUSIONS

Appraised Property: Vacant land

Location: Along the north line of Pacific Street, between Washington Boulevard and Lincoln Street, within the city of Roseville, Placer County, California

Street Address:
APN 012-200-014 116 Pacific Street, Roseville, California 95678
APN 012-200-015 According to public records, APN 012-200-015 does not have a physical street address; however, City of Roseville records (GIS) indicates this parcel has a physical street address of 120 Pacific Street, Roseville, California 95678.

Assessor's Parcel Numbers: 012-200-014 and -015

Owner(s) of Record: Redevelopment Agency of the City of Roseville

Zoning: HD/SA-DT, Historic District/Special Area-Downtown Specific Plan. The subject is designated as 'Central Business District' within the Downtown Specific Plan, which allows for a wide range of commercial, multi-family and mixed-use development.

Flood Zone: Zone X – Areas outside the 100- and 500-year floodplains. Flood insurance is not required within this zone.

Land Area:
APN 012-200-014 2,681± square feet (0.06± acres)
APN 012-200-015 3,275± square feet (0.08± acres)
Total 5,956± square feet (0.14± acres)

Highest and Best Use: Assemblage and hold for future development

Date of Inspection: January 25, 2013

Effective Date of Value: January 25, 2013

Date of Report: February 13, 2013

Property Rights Appraised: Fee simple estate

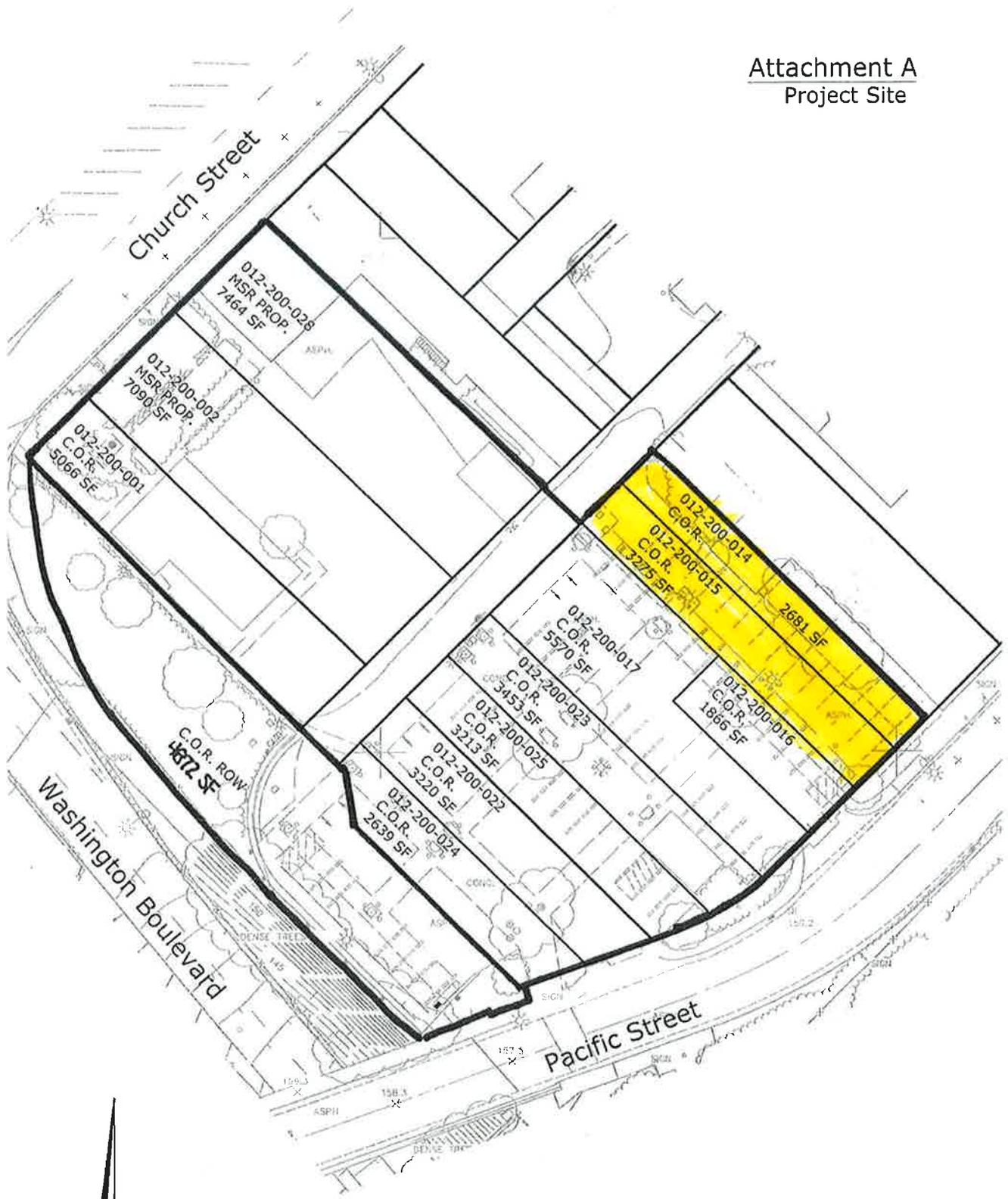
Exposure and Marketing Time: 12 months

Conclusion of Market Value:

\$50,000

The value conclusion is subject to the *General and Extraordinary Assumptions, Limiting Conditions, Significant Factors, and Hypothetical Conditions* referenced in this report.

Attachment A
Project Site



Scale: 1" = 50'

9.0 Pre-Design Projects

9.3.2 Pacific/Church Street Site (120 Pacific Street)

Project Description: The proposed project has two different development scenarios. In both of these proposals the common elements are: the construction of approximately 400 new parking spaces with a portion being available to the public; a multi story building (approximately 4 stories) that wraps the parking structure and fronts onto Washington Blvd., Church Street and Pacific Street; and, a total of 90,900 square feet of newly developed building area.

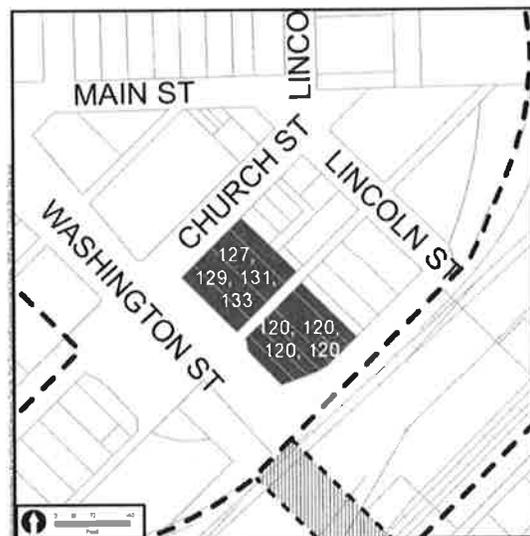
The first development scenario anticipates that the ground floor level will primarily be retail development, but also may incorporate an entertainment center. The remaining upper stories would be a mix of office and potentially a boutique hotel use. The second scenario envisions the creation of an entertainment center of approximately 12,800 square feet and office uses at the ground level. The upper levels would accommodate approximately 85 residential housing units and associated parking.

Each of these proposals would accomplish a number of the major goals of the Specific Plan. The consolidated parking would promote the “park-once” policy and the inclusion of an entertainment center within the project supports the revitalization of the Historic Old Town area as a designated “Entertainment District”. The entertainment center is envisioned as a unique venue in which headline music or performance acts could be performed on a much more intimate basis to a smaller crowd of 300 to 400 people. The proposed use for either office or residential use types will place jobs and housing within close proximity of the businesses and support services that are envisioned to re-energize the Downtown.

Residential Development Scenario: The residential development scenario has been described as follows:

- **Level 1** will consist of 90-100 parking spaces with retail space that will front onto Pacific Street. Brownstone style housing is proposed on this level fronting onto Washington Boulevard and an entertainment center would be incorporated into the structure on the northern frontage facing Church Street. The overall size of the entertainment center is proposed to occupy 2-3 internal levels and would be approximately 12,800 square feet in overall area.
- **Level 2** consists of another 90-100 parking spaces, office or housing on the Pacific Street frontage, and the Washington/Church Street side will be occupied with the entertainment center.
- **Level 3** has been reserved for parking. It is projected that the number of parking spaces provided would be potentially 180 spaces, with the entertainment center being 2-3 levels in overall height. This parking deck then provides a buffer internally, to the 2-3 levels of residential that would be constructed above this level.
- **Levels 4-6** are set aside for housing. The 2-3 stories of housing will consist of a variety of one to two bedroom units. The roof top area will be utilized for

Figure 9.2



9.0 Pre-Design Projects

the recreation amenity for the residential units. Facilities such as a pool, Jacuzzi, fire pit and outdoor bar-b-que area are anticipated as part of the development.

Although the proposal is for 6 levels, the overall height is based on a lower plate line and is still within the 60 foot height limit in the Old Town District, given the incorporation of structured parking allows the height to be increased to 72 feet. The basic shape and configuration of the building will not change dramatically under either development scenario. The only significant variable that changes is the amount of parking that needs to be specifically reserved for the 85 residential units. Based on the parking requirements established in the Downtown Code a minimum of 85 spaces will be required on-site for the residential uses and approximately 33 spaces for the entertainment center and other ground floor uses (16,700 s.f. @ 1:500). The overall parking requirement and residential project description, as currently envisioned, is represented in the table below.

| Parking Calculations | |
|-----------------------------------|------------|
| Comm. 16,7000 s.f. @1/500 | 33 spaces |
| (1)Residential Min. @ 1/unit | 85 spaces |
| Guest spaces @ 1/10 units | 9 spaces |
| Total On-site Required = | 107 spaces |
| (2) On-site parking | 380 spaces |
| Total Provided = | 380 spaces |
| Available Public Parking = | 273 spaces |

Notes:

- (1) This is based on the minimum of one space per unit being required on-site. It does not factor in the number of 2 bedroom units which has a parking ratio of 1.5/unit as the number of 2 bedroom units has yet to be determined. Even with an additional requirement for 2 bedroom units there will be adequate on-site parking available.
- (2) On-site parking is based on the current parking garage design. The ultimate design may impact the overall number of spaces actually constructed.

Land Use: Central Business District (CBD)

Zoning: Historic District/Special Area

Parcel Size: 1.2 Acres

Commercial Square footage :

Building A – 78,000 s.f.;

Building B – 12,900 s.f.

Total Square Footage: 90,900 s.f.

Floor Area Ratio: 1.8

Residential Units: 85 units

Commercial Square Footage: 16,700 s.f.

Height:

Allowed – 4 stories (60 feet)

Structured Parking Incentive - 72 feet

Proposed - 4 -6 levels (60-65 feet)

As proposed the project will provide approximately 400 spaces. Based on this projected parking supply there will be adequate parking available to support the project and provide the district with additional public parking. At the time that a formal residential project is developed and presented to the City, the ultimate parking requirement will be addressed through the Development Disposition Agreement and the "Pre-development" review process. The residential concept is supported by the Specific Plan, but will require further details to be addressed in the next step of the Pre-Design review process.



9.0 Pre-Design Projects

Commercial Mixed-Use Development Scenario: The second parking table presented as part of this project evaluation is based on a mixed use project that would contain uses such as retail and an entertainment center on the ground floor and office and/or a hotel use on the upper floors. As noted, the overall site evaluation and constraints analysis does not change dramatically between the two proposals, since the building shell has the same impacts. Therefore, the evaluation provided below provides an adequate assessment of the site to accommodate either development scenario.

| Parking Calculations | |
|--|-------------|
| Comm. 78,000 s.f. @1/500 | 156 spaces |
| Comm. 12,900 s.f. @ 1/500 | 26 spaces |
| Reduction based on area and parcel consolidation | (20 spaces) |
| Total On-site Required = | 107 spaces |
| On-site parking | 380 spaces |
| Total Provided = | 380 spaces |
| Available Public Parking = | 273 spaces |

Land Use: Central Business District (CBD)
Zoning: Historic District/Special Area
Parcel Size: 1.2 Acres
Commercial Square footage :
 Building A – 78,000 s.f.;
 Building B – 12,900 s.f.
Total Square Footage: 90,900 s.f.
Floor Area Ratio: 1.8
Height:
 Allowed – 4 stories (60 feet)
 Proposed - 4 stories (56 feet)

9.3.2 A Site Plan

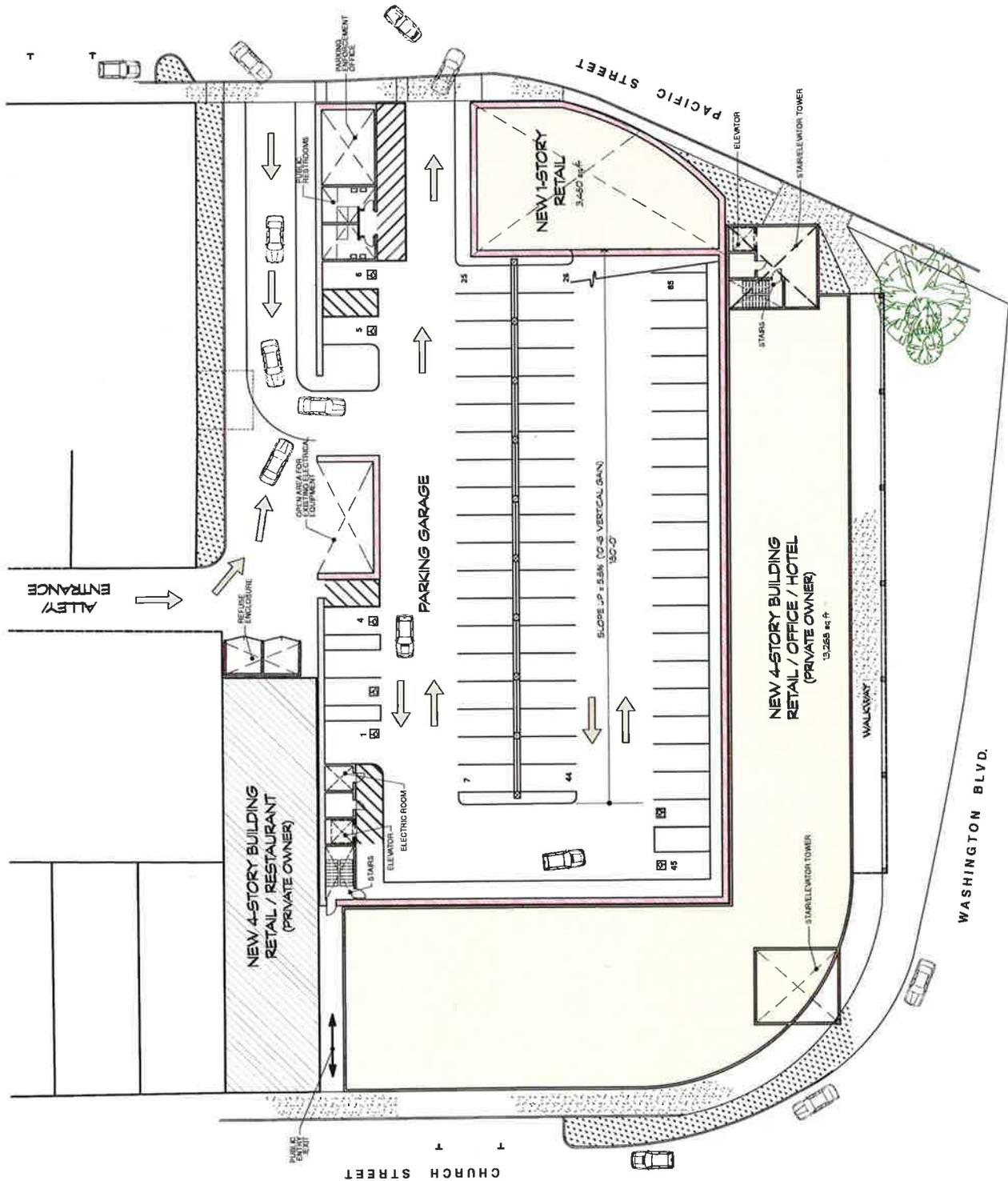
The following evaluation and discussion addresses site circulation, grading, parking, utilities and other features associated with the site plan for this project. A site plan exhibit has been provided, as Exhibit 9.5.

Circulation: As proposed, the project will obtain vehicular access via an entrance to the parking garage from Pacific Street. Access to the garage can also be obtained from the alley. A single entry and exit to the garage was important in order to allow for the potential to establish a ticket booth in the future. Additionally, the Church Street frontage would be the only other frontage that access could be provided.

An access on Church Street does not work for two reasons. A driveway cut on Church Street would disrupt the pedestrian environment that the Specific Plan looks to promote. The other reason for not positioning an access off of Church Street is the proximity of the free right hand turn coming off of Washington Boulevard. The concern is that traffic exiting Washington onto Church would conflict with any queuing for the parking structure. Based on the limited frontage for this project site, the proposed single point of access is appropriate. Per the technical memorandum from Fehr and Peers (Appendix F), several recommended mitigation measures will be incorporated into the ultimate construction documents.

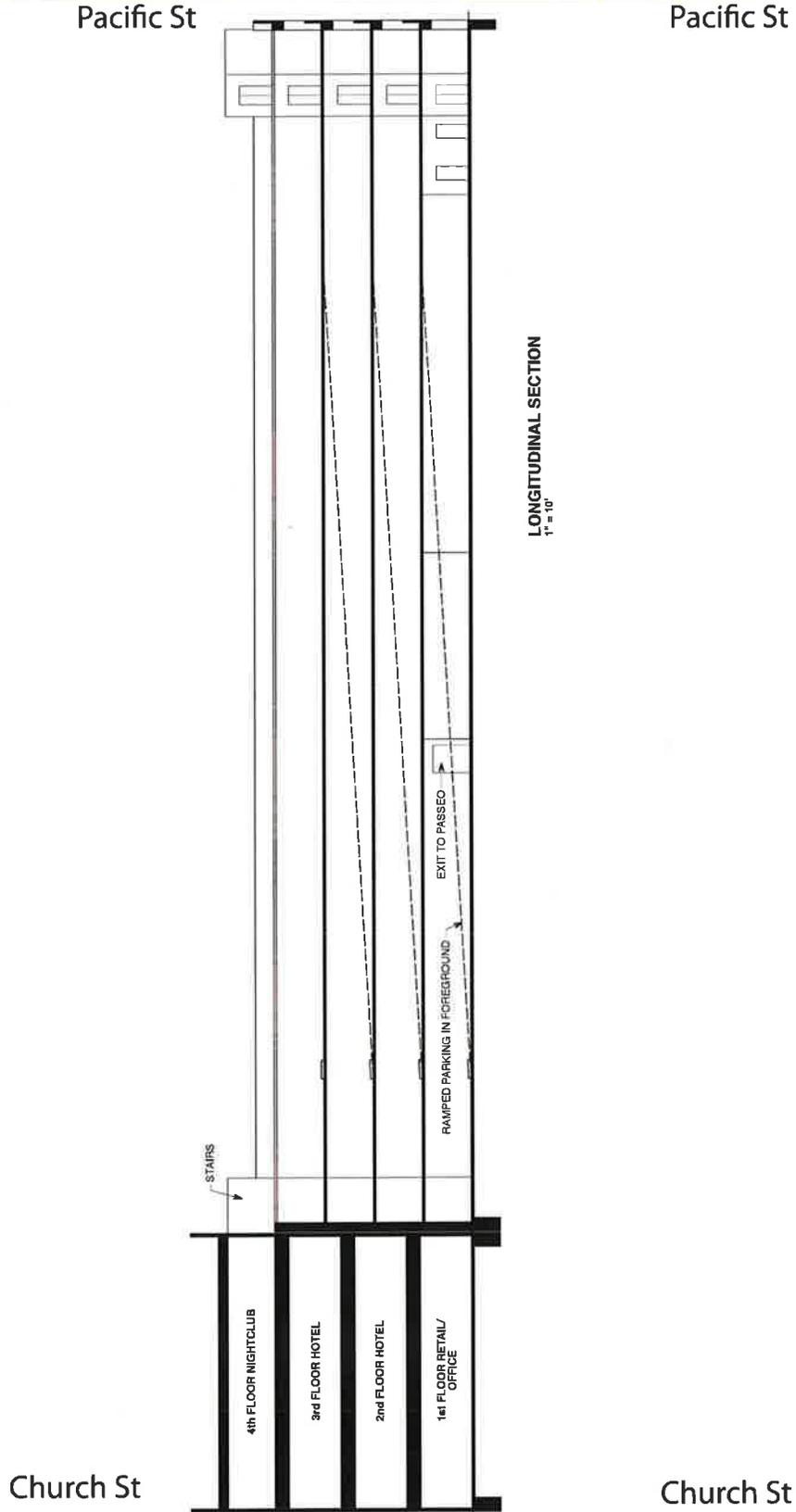
Pedestrian access from the garage to the surrounding street level is provided via an elevator and stairwell positioned on the Church Street end of the garage and the Pacific Street end of the garage. To promote the pedestrian flow to Church Street, an internal corridor integrated into the building fronting onto Church Street





9.0 Pre-Design Projects

Exhibit 9.6 - 120 Pacific Street Grading Cross Section



9.0 Pre-Design Projects

will be necessary. As part of a future design, it is expected that this corridor would be lined with an internal storefront. This will add both interest and provide security as pedestrians utilize this area to enter the parking garage.

An additional access is located on the Pacific Street end of the garage. The Pacific Street elevation has an external elevator that supports a viewing platform. This viewing platform is proposed in order to provide another opportunity to view the rail yard operations. This access also leads to a covered pedestrian portico along the Washington Boulevard frontage.

Grading: The existing site is relatively flat with the exception of the sloped area along Washington Boulevard. The building form has been sited to minimize the grading impacts to this sloped area. A cross section has been provided in Exhibit 9.6.

The site does support a variety of ornamental trees within the public parking area and surrounding landscape areas. None of these trees are native oak trees. Based on the site development plan the majority of these trees will be removed with the exception of the plantings on the slope adjacent to Washington Boulevard.

Parking: The project is designed to construct five (5) levels of parking. Given that the floor levels for a parking structure are lower than that of an occupied structure the height of this structure is still well below the height requirements for this zone district (four (4) stories, sixty (60) feet). The parking garage will create four hundred and two (402) parking spaces. If this site develops with a use that has a one (1) space to five hundred (500) square foot parking ratio requirement, it will require one hundred and sixty-two (162) spaces to meet the on-site parking requirement. The intent of this project is to provide additional parking for other uses within the Historic Old Town. The current design would provide an additional two hundred and forty (240) parking spaces above what is required to park this project.

Refuse: The project will provide refuse through a compactor accessed via the alley. As part of the parking garage construction the installation of compactor will be required. This compactor will be available for use by surrounding property owners as part of a public improvement. The use of this facility will be made available to these property owners. Payment for the use and maintenance of this facility will be via garbage rates or an adjustment to the landscape and lighting district.

Future Entitlement and Lot Configuration: This project site consists of twelve (12) separate parcels. In order for this project to move forward, these lots will need to be merged and the overall project will need to be re-subdivided. As part of the future development process the project proponent will need to enter into a Development Disposition Agreement (DDA) with the City's Redevelopment Agency. As part of this agreement, the project proponent and City's obligations will be clarified. This will also determine the type of map (e.g. commercial subdivision, commercial condominium, etc...) or other mechanism that is necessary in order to reflect the two party's obligations under the DDA.

Landscaping: Although conceptual landscaping areas have been identified, a landscape plan has yet to be developed. As part of the Plan Development submittal and the Pre-design review process, a landscape plan that conforms to the design guidelines and City standards shall be reviewed and approved. This plan shall be approved by the Planning Director.



9.0 Pre-Design Projects

9.3.2 B Utilities

Exhibit 9.7 provides an overview of the proposed utility connections necessary to service this site. The proposed improvements are in the vicinity of water, sewer, storm drain, and joint trench improvements that were recently completed with the Historic District Streetscape and Infrastructure Improvement Project. Water, sewer, and underground electric/telephone facilities were constructed in the Roundhouse Row alley on the east end of the proposed site. The proposed garage portion of the site will tie to these facilities.

Access and proper clearance will need to be provided to the existing pad-mount equipment through the alleyway. An existing transformer and high voltage cable along Washington Boulevard will need to be relocated without being located under any permanent structures. Water and sewer services to the proposed commercial portion of the site, along the north and west sides of the building, will connect to existing sewer and water facilities within Church Street. Because the existing facilities in this area are recently constructed, additional upgrades will not be necessary.

Storm drain connections for the site will run to the south through the proposed parking lot and will connect to existing storm drain within Pacific Street. Exact pipe sizes and inlet locations will be determined during final site design.

Gas facilities will connect to the existing PG&E underground line within Roundhouse Row Alley.

Fire hydrants recently upgraded with the Historic District project will provide sufficient coverage and no upgrades/additional hydrants will be required.



9.0 Pre-Design Projects

9.3.2 C Architecture

This project site is unique in that it is adjacent to three (3) separate street frontages. Due to the visibility of this site, and it's location within the Historic Old Town area, it is important that the architecture reflect the intent of the Specific Plan and the historical architecture that surrounds the site. Exhibits 9.8 and 9.9 provide a vision of the proposed architecture. The key elements that are reflected in the architecture include;

- *Promote sound architectural practices.*
- *The design respects the existing fabric of the community by reflecting historic mixed-use development patterns through the use of building indentations, breaks in buildings for open space, changes in color to avoid monolithic and monochromatic developments, etc.*
- *Being a corner building a high standard of articulation, detailing, and architectural treatment has been applied on all facades of the building. The storefront design wraps around the three exposed elevations.*
- *Balconies are provided in appropriate locations within the development plan.*

The project has been designed to facilitate effective surveillance via the use of expansive windows. The large windows on the bottom floor are inviting and allow pedestrians to see in, and retail and shop owners to view the street scene creating a friendlier, safer, more social environment.



Being a corner building, a high standard of articulation, detailing, and architectural treatment has been applied on all facades of the building.





9.0 Pre-Design Projects

Exhibit 9.9 - 120 Pacific Street
Church St. and Washington Blvd.



The variations in rooflines and building heights helps provide a sense that each of these facades are different stand alone structures.

9.0 Pre-Design Projects

Develop a steady rhythm of façade widths.

The building facades have been designed with a well-defined base, middle, and top to ground the building and create a distinct and identifiable termination with articulated eaves. Careful attention to creating a human-scaled building form has been accomplished with a “base” and “top” in terms of form, height, and articulation helping to create an inviting environment.

The proposed building maintains the characteristic rhythm, proportion, and spacing of existing door and window openings.

The facade design varies on this building (at approximately every seventy (70) linear feet) to prevent the repetitive nature of a continuous facade. Variation and rhythm has been achieved through articulating the facades with significant changes in design, placement of windows and door openings, or position of awnings and canopies. (Exhibit 9.10)

Create a comfortable scale of structures.

By breaking this large building into what appears to be smaller scale, individual buildings or uses, the scale of this structure is consistent with the surrounding buildings.

The ultimate color, materials and architectural elements will be approved as part of the Pre-Design Review process. Final architectural design will be approved by the Planning Director.

By breaking this large building into what appears to be smaller scale individual buildings or uses, the scale of this structure is consistent with the surrounding buildings.



9.0 Pre-Design Projects

Exhibit 9.10 - 120 Pacific Street
Pacific St and Washington St Frontage



The facade design varies on this building (at approximately every seventy (70) linear feet) to prevent the repetitive nature of a continuous facade. Variation and rhythm has been achieved through articulating the facades with significant changes in design, placement of windows and door openings, or position of awnings and canopies.