

MEMORANDUM

DEPARTMENT OF PUBLIC WORKS
County of Placer

TO: BOARD OF SUPERVISORS

DATE: December 9, 2008

FROM: KEN GREHM / RICK DONDRON ^{KG} ^{RWD}

SUBJECT: TIER II DEVELOPMENT FEE MEMORANDUM OF AGREEMENT

ACTION REQUESTED / RECOMMENDATION

Adopt a Resolution and authorize the Chairman of the Board of Supervisors to approve the Tier II Development Fee Memorandum of Agreement (MOA) with the Cities of Roseville, Rocklin, Lincoln and SPRTA to facilitate the financing of the Placer Parkway and improvements to the I-80/State Route 65 Interchange with County Counsel's review and approval.

BACKGROUND / SUMMARY

The jurisdictions in the South Placer Area have been working for several years to develop a regional long term funding strategy for transportation infrastructure. There are many aspects to this effort including maximizing Federal and State funding, reviewing projects and associated costs, developing new funding sources such as a Transportation sales tax measure and land development fees. Currently, the available funding from all sources falls well short of what is needed to adequately finance the future transportation system.

A key aspect of this effort involves funding for the construction of the Placer Parkway by the major new developments proposed in the South Placer area. This route would connect Hwy 65 to Hwy 99/70 in Sutter County, and is vital to the proper functioning of the long term transportation system. This route is included in the County General Plan. The Cities of Roseville, Rocklin, Lincoln, South Placer Regional Transportation Authority (SPRTA) and Placer County have developed a program of development fees for partially funding the Placer Parkway and improvements to the interchange at I-80 and State Route 65. These fees would be applied via development agreements to the major Specific Plans as they are considered. The Tier II Fee would not apply to areas that have zoning in current General Plans or Community Plans. SPRTA will administer the Tier II Fee Program.

A MOA has been drafted to insure that the fees are applied uniformly over the region with provisions for expenditure of the revenue and making adjustments as needed. The fees are proportional to the impacts from the projects. A unique feature of the proposal is that the fees have been stepped based upon land use to encourage job creation in the region and to promote local commercial services. Exhibit A provides the amount of the fees and the projects that will be subject to payment of the fees at the time of building permit issuance.

ENVIRONMENTAL

This action is not a project, as defined in Section 15378 of the California Environmental Quality Act (CEQA), and is exempt from CEQA requirements.

FISCAL IMPACT

The proposed MOA will create a revenue stream from future development fees to assist in funding importation transportation infrastructure including Placer Parkway and improvements to the I-80/State Route 65 Interchange.

Attachments: Resolution
Exhibit A – Supplemental Information
Tier II Development Fee MOA

**Before the Board of Supervisors
County of Placer, State of California**

In the matter of: A RESOLUTION APPROVING
AND AUTHORIZING THE CHAIRMAN OF THE
BOARD OF SUPERVISORS TO APPROVE THE
MEMORANDUM OF AGREEMENT FOR THE
TIER II DEVELOPMENT FEE WITH COUNTY
COUNSEL'S REVIEW AND APPROVAL

Resol. No:.....

Ord. No:.....

First Reading:.....

The following RESOLUTION was duly passed by the Board of Supervisors
of the County of Placer at a regular meeting held _____,

by the following vote on roll call:

Ayes:

Noes:

Absent:

Signed and approved by me after its passage.

Attest:
Clerk of said Board

Chairman, Board of Supervisors

WHEREAS, a well planned transportation system in the South Placer Region is vital to
the well being of the citizens of Placer County; and

WHEREAS, the Placer Parkway is a key component in the long term transportation
system that is planned for the region; and

WHEREAS, funding for transportation is currently inadequate to fully finance all the
necessary improvements and new roadways that will be necessary; and

WHEREAS, land development projects will cause the need for Placer Parkway and
improvements to the I-80/Hwy 65 Interchange and should share in funding a
proportional cost through a uniform development fee.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of
Placer, State of California, that this Board approves and authorizes the Chairman of the
Board of Supervisors to sign the Memorandum of Agreement for the Tier II Development
Fee.

SUPPLEMENTAL INFORMATION

The proposed Tier II Development Fee will be paid at the time of building permit issuance on the basis of Dwelling Unit Equivalent (DUE) using the same methodology as is used for other Traffic Fees.

Fee Amount

- Residential - \$5473 per DUE
- Retail/commercial - \$2966 per DUE
- Industrial/office/other - \$1493 per DUE
- University - \$1000 per DUE

The Tier II Development Fee will be applied to the following projects under the provisions of the proposed MOA.

- Placer Vineyards Specific Plan
- Regional University Specific Plan
- Sierra Vista Specific Plan
- Creekview Specific Plan
- Placer Ranch Specific Plan
- Brookfields Specific Plan
- Curry Creek Community Plan Area
- City of Lincoln – all new development outside the current City Limits
- Northwest Rocklin Annexation Area General Development Plan – new development above that which is currently entitled.

Program Details

- Fees will generate an estimated \$480 million
- Fees will be applied to 120,000 total Dwelling Unit Equivalents
- Funds will be allocated to the following projects:

Placer Parkway - Four lane divided freeway with interchanges at Hwy 65 and Hwy 99/70 – The program assumes that development in South Sutter County will pay the same fee and will generate \$100 million. The land development projects subject to the MOA would generate \$475 million for the Parkway. The proposed MOA includes provisions for reimbursement or fee credit in the event that a jurisdiction or developer constructs a portion of the Parkway.

I-80/Hwy 65 Interchange - The scope of the project will include improved ramps providing additional traffic capacity and improved safety. The land development projects subject to the MOA would generate \$5 million for the Interchange.

MEMORANDUM OF AGREEMENT

Tier II Development Fee Program

THIS MEMORANDUM OF AGREEMENT ("MOA") is made effective as of the [____] day of [____], 2008, by and among the County of Placer ("Placer County"), the City of Roseville ("Roseville"), the City of Rocklin ("Rocklin") and the City of Lincoln ("Lincoln"). Placer County, Roseville, Rocklin and Lincoln are hereinafter collectively referred to as the "Local Jurisdictions."

Recitals

- A. WHEREAS, the Local Jurisdictions comprise the member agencies of the South Placer Regional Transportation Authority ("SPRTA"), which was formed to provide for the coordinated planning, design, financing, acquisition, determination of the timing of construction, and construction, of certain transportation improvements located in SPRTA's area of jurisdiction; and
- B. WHEREAS, SPRTA has established a traffic impact fee within SPRTA's area of jurisdiction, which fee is known as the Regional Transportation and Air Quality Mitigation Fee (the "SPRTA Fee") and which will continue to be imposed on all new development, and which will be used for the construction of certain transportation improvements; and
- C. WHEREAS, among the needed transportation improvements are the following, hereinafter collectively referred to as the "Subject Improvements":
- i. A new east-west transportation corridor to provide additional mobility within Placer County and between Placer County and neighboring Sutter, Yuba and Sacramento Counties connecting SR 65 in the Roseville/Rocklin area with SR 70/99 in Sutter County, (the "Placer Parkway"); and
 - ii. Improvements to the highway interchange between I-80 and SR 65 (the "I-80/SR 65 Improvements").
- D. WHEREAS, the SPRTA Fee will fund only a portion of the Subject Improvements; and
- E. WHEREAS, the Local Jurisdictions agree that new development should bear a proportional share of the cost of the Subject Improvements, which obligation shall be imposed as a condition of obtaining the benefits of a land use entitlement in Tier II Development Fee Areas through the requirement of a development agreement or other means in conjunction with the approval of new development, and .

- F. WHEREAS, the Local Jurisdictions have met and agreed upon a schedule of fees that represents a proportional share allocation to new development for the costs of the Subject Improvements as set forth herein below (the "**Tier II Development Fees**"),

NOW, THEREFORE, the parties hereby agree as follows:

1. Tier II Development Fees. The Local Jurisdictions each agree to include a provision in development agreements for new development in specific plan areas in the Tier II Development Fee Area (as defined herein below) and, when possible, a condition in other new discretionary land use approvals in Tier II Development Fee Areas, obligating payment of Tier II Development Fees in accordance with the provisions of this MOA.

- a. The amount collected by this Fee Program to fund the Subject Improvements is agreed to be as follows: 1) Placer Parkway: \$475 million and 2) I-80/SR 65 Improvements: \$5 million, as may be adjusted from time to time in accordance with Section 3.

- b. The Local Jurisdictions hereby find that the need for the Subject Improvements is caused by new development within the Tier II Development Fee Areas, and that Tier II Development Fees in the amounts set forth below bear a reasonable relationship to the cost of the Subject Improvements caused by new development within the Tier II Development Fee Areas:

Residential - \$5473 per DUE
Retail/commercial - \$2966 per DUE
Industrial/office/other - \$1493 per DUE
University - \$1000 per DUE

As used in this MOA, the term "DUE" has the meaning ascribed to it in the Institute of Transportation Engineers (ITE) Trip Generation Manual, 7th Edition. Attached hereto as Exhibit A are the background documents utilized for the establishment of the foregoing Tier II Development Fee amounts, which methodology shall be used to administer the fee by the Local Jurisdictions and shall be used as part of any adjustment in accordance with Section 3, below.

2. Imposition of Tier II Development Fees

- a. Each Local Jurisdiction will impose Tier II Development Fees in accordance with this MOA on new development in the Tier II Development Fee Areas as shown in Exhibit B to this MOA. A "**Tier II Development Fee Area**" means:

1. For Placer County, that area west of SR 65 outside of the Dry Creek/West Placer Community Plan, but including the Placer Vineyards Specific Plan;
2. For Lincoln and Roseville, that area outside of the existing boundaries of the jurisdictions as of the date of execution hereof and within its sphere of influence, or any expansion of its sphere of influence approved by the Placer County Local Agency Formation Commission after the date of execution hereof;
3. For Rocklin, that area outside of the existing boundaries of the jurisdiction as of the date of execution hereof and within its sphere of influence, or any expansion of its sphere of influence approved by the Placer County Local Agency Formation Commission after the date of execution hereof. In addition, development over and above the total densities and intensities approved in the Northwest Rocklin Annexation Area General Development Plan in the City of Rocklin effective as of the date of this MOA will be subject to the Tier II Development Fees.

Currently proposed Specific Plans that are considered to be in Tier II Development Fee Areas subject to the Tier II Development Fee include: Placer Vineyards, Regional University, Sierra Vista, Creekview, Brookfield and Placer Ranch.

- b. In addition to imposition of the Tier II Development Fees, the Local Jurisdictions will require dedication of land for the Placer Parkway right-of-way where the Placer Parkway is programmed within new development in the Tier II Development Fee Area, with no Tier II Development Fee credit or other compensation from the Tier II Development Fees.
3. Adjustment. On an annual basis, SPRTA and the Local Jurisdictions will meet to review the estimated cost of the Subject Improvements, the continued need for the Subject Improvements and the reasonable relationship between such need and the impacts of the various types of development pending or anticipated and for which the Tier II Development Fees are charged. Based upon their review, the Local Jurisdictions may agree to a special adjustment of the amount of the Tier II Development Fees. If no special adjustment is made, the Tier II Development Fees shall be automatically adjusted based upon the Construction Costs Index for July 1 as published in the Engineering News Record.
4. Tier II Development Fee Collection—Remittance to SPRTA. The Local Jurisdictions will collect the Tier II Development Fees prior to the issuance of building permits. Each party will remit collected Tier II Development Fees to SPRTA within thirty (30) days after the end of each calendar quarter, together with an accounting of the amount of the Tier II Development Fees collected, the type and nature of the developments, the number of DUEs associated with each

development and the locations of the development properties. If there is an entity within a specific plan that is exempted by law from the obligation to pay its full Tier II Development Fee and that land use would otherwise be subject to payment of Tier II Development Fees under this Agreement, the amount which would have been paid by such entity (the "Fee Shortfall") shall be allocated to the remainder of the properties within the new development or specific plan area. Alternately, the Local Jurisdiction shall pay to SPRTA the amount of the Fee Shortfall from any other source available to the Local Jurisdiction.

5. SPRTA's Responsibilities.

- a. The Local Jurisdictions designate SPRTA as "Administrator" of the Tier II Development Fees. As Administrator, SPRTA will receive all Tier II Development Fees collected by the Local Jurisdictions. SPRTA will invest in a separate interest bearing account for and expend the Tier II Development Fees in accordance with this MOA and applicable state laws.
- b. Subject to the provisions below concerning the intended order of construction for the Subject Improvements, the SPRTA Board will be responsible for allocating the Tier II Development Fees to specific Subject Improvements. Allocations by the SPRTA Board require the affirmative vote of at least three Board members.
- c. The parties anticipate that the environmental studies necessary for construction of the Placer Parkway, as well as the actual construction, will be undertaken in phases. The parties intend that construction of the Placer Parkway should generally proceed by starting at SR 65 and proceeding in a westerly direction. However, this shall not preclude the construction of other discrete portions of the Placer Parkway.
- d. Use of Tier II Development Fees. The Tier II Development Fees will be used solely to pay for (i) the Subject Improvements, including, without limitation, planning, design, administration, environmental compliance, and construction costs, of the Subject Improvements, and (ii) SPRTA's administrative costs in performing its obligations pursuant to this MOA, as budgeted.
- e. Accounts and Reports. SPRTA shall establish and maintain such funds and accounts as may be required by good accounting practice. The books and records of the Tier II Development Fee shall be open to inspection at all reasonable times to the representatives of the Local Jurisdictions. The accounts shall be prepared and maintained by the treasurer and auditor of SPRTA. Within one hundred twenty (120) days after the close of each fiscal year, SPRTA shall cause an independent audit of all financial activities for such fiscal year to be prepared by an independent certified

public accountant employed by SPRTA. SPRTA shall promptly deliver copies of the audit report to the Local Jurisdictions.

6. Tier II Development Fee Credits. One or more of the Local Jurisdictions may condition new development in the Tier II Development Fee Area to construct a portion of the Subject Improvements. In such cases, upon completion of the work and acceptance of the improvements, the developer shall be entitled to fee credits allocated on a per DUE basis for the actual cost of the improvements subject to the following terms:
 - a. Prior to allowing work on the Subject Improvements, the Local Jurisdiction shall request SPRTA concur with the proposed work. As part of this request, the Local Jurisdiction shall provide an estimated cost of the work and an estimated per DUE credit. The estimated cost shall include, without limitation, planning, design, administration, environmental compliance, and construction costs of the Subject Improvements and shall include a 20 percent contingency; provided, however, the cost of on-site rights of way or traffic signals shall not be included in the estimated cost.
 - b. Upon completion of the work, SPRTA shall approve the actual costs incurred in constructing the Subject Improvements, and shall approve the amount of the DUE credit to be applied on the balance of the development project. The approved credit shall be a fixed amount and shall not be subject to adjustment.
 - c. No credits shall be applied prior to SPRTA approval of the actual costs in accordance with subsection (b), above. Until such time that SPRTA approves the credit amount, the developer shall pay the then-current Tier II Development Fee.

7. Tier II Development Fee Reimbursement. A Local Jurisdiction or developer may construct a portion of the Subject Improvements. In such cases, upon completion of the work and acceptance of the improvements, the Local Jurisdiction or developer may be entitled to reimbursement for the actual cost of the Subject Improvements subject to the following terms:
 - a. Prior to either the Local Jurisdiction or developer commencing work on the Subject Improvements, the Local Jurisdiction shall, on its own behalf or on behalf of the developer, request SPRTA concur with the proposed work. As part of this request, the Local Jurisdiction shall provide an estimated cost of the work on the Subject Improvements that is in excess of their obligation under the Tier II Development Fee Program and an estimated reimbursement from the Tier II Development Fee Program. The estimates shall include, without limitation, planning, design, administration, environmental compliance, and construction costs of the Subject Improvements and shall include a 20 percent contingency;

provided, however, the cost of on-site rights of way or traffic signals shall not be included in the estimated cost.

- b. Upon completion of the work, SPRTA shall determine the actual costs incurred in constructing the Subject Improvements, and shall determine the amount of and the work subject to the reimbursement.
 - c. All reimbursements shall be subject to SPRTA having received sufficient Tier II Development Fees to have adequate funds available and on deposit for payment of any such reimbursement. Therefore payments for reimbursements may occur over an extended period of time and in partial payments until such time as the approved reimbursement amount has been paid in full. No reimbursement shall be paid prior to SPRTA approval of the actual costs in accordance with subsection (b), above. Until such time that SPRTA approves the reimbursement, the developer shall pay the then-current Tier II Development Fee.
8. Term of MOA; Termination. This MOA shall remain in effect unless terminated in writing by any Local Jurisdiction by delivery as provided in Section 12 of a Notice to Terminate, which shall be effective one hundred and eighty (180) days after the date of delivery. Notwithstanding termination of this MOA, the obligation to pay the Tier II Development Fees in accordance with a development agreement approved prior to the date of termination shall remain in full force and effect during the term of the development agreement
 9. Liability and Indemnity. The Local Jurisdictions will indemnify and save harmless SPRTA, and its agents, directors, officers, and employees (collectively, the "Indemnitees"), from and against all Losses arising out of the imposition, collection or administration of the Tier II Development Fees, or the construction of the Subject Improvements. Nothing contained in this section is intended to indemnify the Indemnitees from their sole negligence or willful misconduct. As used in this Agreement, the term "Losses" means all losses, damages, claims, demands, costs, liabilities, judgments, fines, fees (including, without limitation, reasonable attorneys fees) and expenses (including, without limitation, costs of investigation, defense expenses at arbitration, trial or appeal and without institution of arbitration or suit, and, with respect to damage or destruction of property, cleanup, repair, and replacement expenses) of any nature arising from or in connection with death of or injury to persons, or damage to or destruction of property. This Section shall survive the expiration or termination of this MOA.
 10. SPRTA as Administrator. The parties acknowledge and agree that the role of SPRTA is as the administrator of the agreement by the Local Jurisdictions under this MOA to impose the Tier II Development Fees and that SPRTA will not be bound by the statement of its responsibilities set forth in this MOA unless and until SPRTA executes and delivers to the parties a written acknowledgment and agreement to be bound hereby as set forth at the end of this MOA.

11. Entire Agreement. This MOA is intended as the complete integration of all understandings between the parties, constitutes the entire agreement between the parties pertaining to the subject matter contained in it, and supersedes all prior or contemporaneous oral or written agreements, representations, statements, documents, or understandings of the parties. No prior or contemporaneous addition, deletion, or other amendment shall have any force or effect unless embodied in writing.

12. Notices. All notices and other communications under this MOA shall be in writing and shall be deemed to have been duly given (i) on the date of delivery, if delivered personally to the party to whom notice is given, or if made by telecopy directed to the party to whom notice is to be given at the telecopy number listed below, or (ii) at the earlier of actual receipt or the second business day following deposit in the United States mail, postage prepaid. Notices and other communications shall be directed to the parties and SPRTA at the addresses shown below.

Placer County: Placer County Department of Public Works
3091 County Center Drive, Suite 220
Auburn, CA 95603

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

Rocklin: City of Rocklin
3980 Rocklin Road
Rocklin, CA 95677

Lincoln: City of Lincoln
600 Sixth Street
Lincoln, CA 95648

SPRTA: South Placer Regional Transportation Authority
299 Nevada Street
Auburn, CA 95603

13. Amendment. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

14. Waiver. No waiver of any of the provisions of this MOA shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.
15. Effect of Captions and Headings. The captions and headings of this MOA are included for purposes of convenience only, and shall not affect the construction or interpretation of any of its provisions.
16. Counterparts. This MOA may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
17. Severability. Any provision of this MOA which is determined by a court of competent jurisdiction to be invalid or unenforceable shall be invalid or unenforceable only to the extent of such determination, which shall not invalidate or otherwise render ineffective any other provision of this Agreement, except as necessary to carry out the intent of the parties in entering into this MOA.
18. Authority. Each of the persons signing this MOA on behalf of a party hereto represents that he or she is authorized to sign the MOA on behalf of such party and that all approvals, resolutions and consents which must be obtained to bind such party have been obtained that no further approvals, acts or consents are required to bind such party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have entered into this MOA effective as of the date first above written.

ATTEST:

COUNTY OF PLACER

 Clerk of the Board,
 Placer County

By _____
 Chairman

Approved as to Form:

 County Counsel

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ATTEST:

CITY OF LINCOLN
A Municipal Corporation

City Clerk, City of Lincoln

By _____
Mayor

Approved as to Form:

City Attorney

ATTEST:

CITY OF ROCKLIN
A Municipal Corporation

City Clerk, City of Rocklin

By _____
City Manager

Approved as to Form:

City Attorney

ATTEST:

CITY OF ROSEVILLE
A Municipal Corporation

City Clerk, City of Roseville

By _____
City Manager

Approved as to Form:

City Attorney

The South Placer Regional Transportation Authority (SPRTA) hereby consents to the provisions of this MOA and agrees to be bound hereby.

By: _____
Chairperson

Dated: _____

APPROVED AS TO FORM:

General Counsel

Exhibit A

DUE Fees

EXHIBIT A:		DUE (Dwelling Unit Equivalent) and Fee Calculations						
Countywide Fee Program and SPRTA, County/City of Roseville, Hwy 65 JPA Programs								
FEE = S/DUE (From Ex. C) x DUE Per Unit (From Ex. B) x No. of Units (From Project)								
ITE Code	T2 Note	LAND USE CATEGORY	UNIT	PM PEAK RATE/unit	TRIP LENGTH (MILES)	% NEW TRIPS	VMT PER UNIT	DUE PER UNIT
210	R	SINGLE FAMILY	Dwelling Unit	1.04	5.0	100%	5.05	1.000
220	R	SECOND RESIDENTIAL UNIT	Dwelling Unit	0.62	5.0	100%	3.10	0.614
	R	DUPLEX	Dwelling Unit	0.84	5.0	100%	4.20	0.852
220	R	MULTI-FAMILY APARTMENT	Dwelling Unit	0.62	5.0	100%	3.10	0.614
231	R	CONDOMINIUM/TOWNHOUSE	Dwelling Unit	0.78	5.0	100%	3.90	0.772
240	R	MOBILE HOME PARK	Dwelling Unit	0.59	5.0	100%	2.95	0.584
251	R	Senior Adult Housing - detached	Dwelling Unit	0.26	5.0	100%	1.30	0.257
252	R	Senior Adult Housing - attached	Dwelling Unit	0.11	5.0	100%	0.55	0.109
263	R	CONGREGATE CARE FACILITY	Dwelling Unit	0.17	2.8	74%	0.35	0.070
260	R	Recreational Home	Dwelling Unit	0.20	2.8	75%	0.55	0.108
110	I	LIGHT INDUSTRIAL	1,000 S.F.	0.98	5.1	92%	4.60	0.911
120	I	HEAVY INDUSTRIAL	1,000 S.F.	0.19	5.1	92%	0.89	0.177
130	I	INDUSTRIAL PARK	1,000 S.F.	0.86	5.1	92%	4.04	0.799
140	I	MANUFACTURING	1,000 S.F.	0.74	5.1	92%	3.47	0.688
150	I	WAREHOUSE	1,000 S.F.	0.61	5.1	92%	2.86	0.567
151	I	MINI-STORAGE	1,000 S.F.	0.26	3.1	92%	0.74	0.147
710	I	Office - Up to 10,000 s.f.	1,000 S.F.	4.27	5.1	92%	20.03	3.967
	I	Office 10,001 - 50,000 s.f.	1,000 S.F.	4.27	5.1	92%	20.03	3.967
	I	Office 50,001 - 150,000 s.f.	1,000 S.F.	1.91	5.1	92%	8.96	1.725
	I	Office 150,001 - 300,000 s.f.	1,000 S.F.	1.47	5.1	92%	6.90	1.366
	I	Office 300,001 - 500,000 s.f.	1,000 S.F.	1.32	5.1	92%	6.19	1.226
	I	Office 500,001 - 800,000 s.f.	1,000 S.F.	1.24	5.1	92%	5.82	1.152
	I	Office > 800,001 s.f.	1,000 S.F.	1.22	5.1	92%	5.72	1.134
720	I	BUSINESS PARK	1,000 S.F.	1.09	5.1	92%	6.05	1.199
720	I	MEDICAL/DENTAL OFFICE	1,000 S.F.	3.72	5.1	77%	14.61	2.893
210	C	Hotel	Room	0.59	6.4	71%	2.68	0.531
311	C	All Suites Hotel	Room	0.40	6.4	71%	1.82	0.360
312	C	Business Hotel	Room	0.62	6.4	71%	2.82	0.558
320	C	Motel	Room	0.47	6.4	59%	1.77	0.351
430	C	GOLF COURSE	HOLE	2.74	7.1	90%	17.51	3.467
421	C	MINIATURE GOLF COURSE	HOLE	0.33	7.1	90%	2.11	0.418
435	C	MULTIPURPOSE REC. FACILITY	Acres	5.77	7.1	90%	36.87	7.301
444	C	Movie Theater	1,000 S.F.	3.80	2.3	85%	3.43	1.47
497	C	Health/Spa/Club	1,000 S.F.	4.05	3.0	75%	9.11	1.804
493	C	Athletic Club	1,000 S.F.	5.26	3.0	75%	11.84	2.344
495	I	Recreational Community Center	1,000 S.F.	1.64	3.0	75%	3.69	0.733
520	U	Elementary School	1,000 S.F.	1.20	4.3	80%	4.13	0.817
520	U	High School	1,000 S.F.	0.97	4.3	90%	3.75	0.743
538	U	Private School (K-12)	1,000 S.F.	1.70	4.3	80%	5.85	1.185
560	I	Church	1,000 S.F.	0.66	1.9	90%	2.32	0.459
565	C	DAY CARE CENTER (s.f.)	1,000 S.F.	12.18	2.0	74%	19.51	3.863
565	C	DAY CARE CENTER (students)	Student	0.82	2.0	74%	1.21	0.240
610	I	Hospital	1,000 S.F.	1.18	6.4	77%	5.82	1.151
620	R	NURSING/CONVALESCENCE HOMES	1,000 S.F.	0.42	2.8	75%	0.88	0.175
620	I	Clinic	1,000 S.F.	5.18	4.8	92%	22.87	4.530
812	C	Building Materials & Lumber Yard < 25Ksf	1,000 S.F.	4.49	1.7	30%	2.75	0.544
812	C	DISCOUNT SUPERSTORE	1,000 S.F.	3.87	3.6	78%	10.87	2.152
814	C	SPECIALTY RETAIL Center	1,000 S.F.	2.71	3.6	78%	7.61	1.507
815	C	DISCOUNT STORE - No Grocery	1,000 S.F.	5.06	1.8	37%	5.19	1.028
816	C	HARDWARE/PAINT STORE	1,000 S.F.	4.84	1.7	30%	2.90	0.587
817	C	NURSERY	1,000 S.F.	3.80	1.7	36%	2.53	0.461
818	C	NURSERY - WHOLESALE	Acres	0.53	1.7	36%	0.32	0.064
820	C	LOCAL SHOPPING CENTER (<200 Ksf)	1,000 S.F.	6.26	1.8	59%	6.65	1.316
	C	SHOPPING CENTER (200,001 - 500 Ksf)	1,000 S.F.	4.09	2.3	70%	7.15	1.410
	C	Shopping Center (500,001 - 1,000,000 S.F.)	1,000 S.F.	3.16	3.0	78%	7.00	1.464
	C	Shopping Center (>1,000,000 S.F.)	1,000 S.F.	2.49	3.6	78%	6.99	1.385
823	C	FACTORY OUTLET	1,000 S.F.	2.29	3.6	78%	6.43	1.273
880	C	Pharmacy/Drugstore w/o Drive-thru	1,000 S.F.	8.42	1.8	47%	7.12	1.411
881	C	Pharmacy/Drugstore w/ Drive-thru	1,000 S.F.	8.42	1.8	51%	7.91	1.567

ITE Code	T2 Note 5	LAND USE CATEGORY	UNIT	PM PEAK RATE/unit	TRIP LENGTH (MILES)	% NEW TRIPS	VMT PER UNIT	DCE PER UNIT
931	C	QUALITY RESTAURANT	1,000 S.F.	7.48	2.5	79%	14.79	2,929
932	C	HIGH TURNOVER RESTAURANT	1,000 S.F.	10.02	1.9	76%	15.77	3,122
933	C	FAST FOOD w/o Drive Thru	1,000 S.F.	26.15	1.7	49%	21.78	4,315
934	C	FAST FOOD w/ Drive Thru	1,000 S.F.	34.64	1.7	49%	28.86	5,714
	C	DRIVE THRU COFFEE	1,000 S.F.	16.86	1.5	22%	3.38	0,719
941	C	AUTO DEALER - NEW	1,000 S.F.	3.64	2.4	76%	4.82	0,954
	C	AUTO DEALER - USED	1,000 S.F.	1.40	2.4	76%	2.55	0,516
	C	TRAILER SALES & REPAIR SHOP	1,000 S.F.	0.84	2.4	76%	1.53	0,303
943	C	Automobile Parts Sales	1,000 S.F.	5.98	3.6	78%	16.79	3,325
948	C	TIRE STORE	1,000 S.F.	4.15	2.2	80%	7.30	1,446
941	C	QUICK LUBE VEHICLE SHOP	Stall	5.29	2.2	83%	9.48	1,877
942	C	AUTOMOBILE CARE CENTER	1,000 S.F.	3.38	2.2	83%	6.17	1,222
944	C	Gas Station	Fuel Position	13.86	1.9	20%	5.27	1,043
945	C	Gas Station w/Conv. Market	Fuel Position	13.28	1.9	20%	5.08	1,007
946	C	Gas Station w/Conv. Mkt. Wash	Fuel Position	13.33	1.9	20%	5.07	1,005
950	C	SUPERMARKET	1,000 S.F.	10.45	1.7	48%	8.53	1,689
951	C	CONVENIENCE MARKET - 24 hours	1,000 S.F.	52.41	1.5	22%	17.30	3,425
952	C	CONVENIENCE MARKET < 24 hours	1,000 S.F.	34.57	1.5	22%	11.41	2,259
953	C	CONVENIENCE MARKET w/Gas Pumps	1,000 S.F.	60.61	1.5	22%	20.00	3,961
961	C	DISCOUNT CLUB	1,000 S.F.	4.24	2.3	70%	7.70	1,526
962	C	Home Improvement Superstore	1,000 S.F.	2.45	1.8	52%	2.29	0,454
963	C	Electronics Superstore	1,000 S.F.	4.50	1.8	60%	4.86	0,963
964	C	Toy/Children's Superstore	1,000 S.F.	4.99	1.8	59%	5.30	1,049
990	C	FURNITURE	1,000 S.F.	0.46	3.6	78%	1.29	0,256
	C	VIDEO ARCADE	1,000 S.F.	16.64	2.5	78%	20.75	4,109
995	C	VIDEO RENTAL STORE	1,000 S.F.	13.60	1.7	22%	5.09	1,017
911	C	WALK-IN-BANK	1,000 S.F.	33.15	1.6	77%	40.84	8,057
912	C	DRIVE-IN-BANK	1,000 S.F.	45.74	1.6	57%	41.71	8,260

Notes:

1	ITE: Trip Generation Manual, 7th Edition
2	A church may include a sanctuary, assembly hall, parsonage, and/or meeting rooms.
3	For the purposes of this Ordinance, a secondary dwelling, as defined in Section 17.19.200 of the current Zoning Ordinance, is considered a multi-family residence.
5	Tier 2 Fee - Land Use Category
	R= Residential
	I= Industrial / Office / Other
	C= Commercial and Retail
	U= University
	Draft Update: August 13, 2008

Dwelling Unit Equivalent Summary

5-Mar-08

	Total Future DUEs	Use for Fee Purposes				
		Total Future DUEs	Future Residential DUEs	Future Retail DUEs	Future Non-Retail DUEs	Future University DUEs
SPRTA Fee Area (buildout)						
Placer County (1)	26,045	26,000	12,952	2,998	10,049	0
City of Roseville	43,804	43,000	15,739	6,630	20,631	0
City of Rocklin	16,715	16,000	6,991	3,529	5,155	354
City of Lincoln	17,774	17,000	8,849	4,034	2,701	1,416
Subtotal	104,338	102,000	44,520	17,192	38,516	1,770
		<i>Percent Residential & Non-Residential</i>	<i>31%</i>	<i>17%</i>	<i>38%</i>	<i>2%</i>
New Growth Areas						
Placer Vineyards	18,362	19,000	12,409	3,387	3,223	0
Regional University	4,954	5,000	3,687	366	51	896
Placer Ranch	22,088	23,000	5,737	1,769	11,641	3,853
Creek View	3,291	4,000	3,221	328	451	0
Sierra Vista	12,683	13,000	9,601	3,022	377	0
Brookfields	3,775	4,000	3,911	54	36	0
Lincoln Villages	47,976	48,000	28,872	7,300	11,828	0
Curry Creek	22,012	4,000	2,547	551	902	0
Subtotal	135,141	120,000	69,985	16,758	28,507	4,749
		<i>Percent Residential & Non-Residential</i>	<i>58%</i>	<i>14%</i>	<i>24%</i>	<i>4%</i>
Outside SPRTA						
Town of Loomis (2)	3,448	3,200	1,397	539	1,208	59
City of Auburn (2)	1,400	1,400	611	236	529	24
City of Colfax (2)	800	900	349	135	302	14
Placer County east (3)	18,449	14,000	6,373	2,461	5,613	253
Subtotal	24,097	20,000	8,730	3,371	7,652	347
		<i>Percent Residential & Non-Residential</i>	<i>44%</i>	<i>17%</i>	<i>36%</i>	<i>2%</i>
CUMULATIVE TOTAL	263,576	242,000	123,236	37,320	74,676	6,866
		<i>Percent Residential & Non-Residential</i>	<i>51%</i>	<i>15%</i>	<i>31%</i>	<i>3%</i>

Notes:	Total DUEs
(1) Dry Creek	5,161
Granite Bay	2,249
Newcastle H/B	2,879
Placer Central	6,591
Placer West	2,037
Sunset	7,128
Subtotal	26,045
(2) Per jurisdiction	
(3) Auburn District	9,696
Last Placer	872
Foresthill	853
Tahoe Region	6,928
Subtotal	18,449

Sources:

Outside SPRTA DUEs developed by Placer County Fehr & Peers updated Loomis DUEs in November 2007
 SPRTA DUE types based on South Placer Travel Demand Model land uses
 Outside SPRTA DUE types based on average land use types in SPRTA
 SPRTA and New Growth Areas created by Fehr & Peers, November 2007 based on the sources listed below
 2006 SPRTA Traffic Impact Fee Update - Final Memorandum, Fehr & Peers, October 10, 2006
 Placer Vineyards revised traffic impact study based on final land use plan prepared by D&S Associates, dated July 14, 2006
 Sierra Vista Specific Plan Primary Land Use Plan for Pre-Application Submittal, September 5, 2006
 Placer Ranch Specific Plan Land Use Plan, June 2006
 Creekview Land Uses based on October 2006 version of South Placer Super Cumulative Model
 Curry Creek Land Uses based on October 2006 version of South Placer Super Cumulative Model
 Brookfields Land Uses based on October 2006 version of South Placer Super Cumulative Model
 City of Lincoln General Plan Draft EIR, October 2006

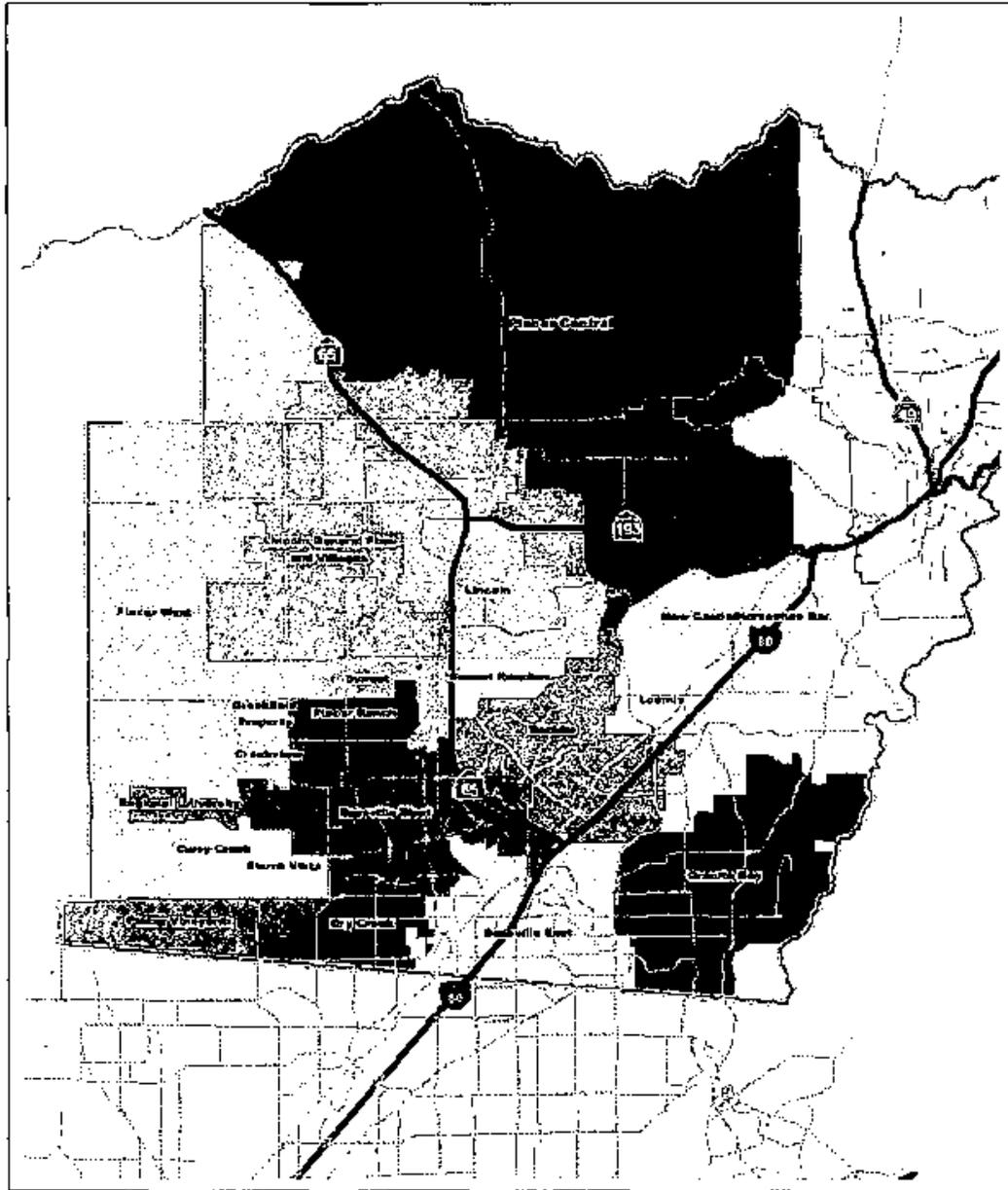
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<i>Tier 2 Fees for Residential, Retail, Non-Retail, and University DUEs</i>					
Fee Scenario	Future DUEs				
	Residential	Retail	Non-Retail	University	Total
<i>Proposed Fees</i>					
DUEs	69,988	16,758	28,507	4,749	120,000
Fee Per DUE	\$5,473	\$2,966	\$1,493	\$1,000	-
Total Fees Collected	\$383,007,000	49,696,000	\$42,548,000	\$4,749,000	\$480,000,000

Exhibit B

Tier II Development Fee Areas Map



LEGEND

Existing Districts

- City Creek
- Grand Bay
- Lincoln
- New Castle/Porterdale/Decatur
- Peachtree
- Peachtree West
- Roswell
- Roswell East
- Roswell West
- Stone Mountain

New Growth Areas

- City Creek
- Peachtree
- Peachtree University
- Stone Mountain
- Stone Mountain (includes N. Stone Mt.)

- Cherokee
- Peachtree
- Lincoln Central Park and Village
- Brookfield



NOT TO SCALE

SPRTA FEE DISTRICTS