



AGENDA

December 1, 2021

CITY COUNCIL
HOUSING AUTHORITY
6:00 p.m.
Council Chambers
311 Vernon Street
Roseville, California

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

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

THE CITY OF ROSEVILLE WELCOMES YOUR PARTICIPATION

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

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

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

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

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

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

Security procedures are in place to attend Roseville City Council meetings. All attendees must successfully pass through a security metal detector. Any person with a prohibited item will not be

allowed entry. Prohibited items include, but are not limited to: firearms (even with valid CCW), knives, pepper spray/mace, explosives of any kind/ any weapons and/or dangerous devices of any kind, illegal drugs and alcohol.

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

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **PLEDGE OF ALLEGIANCE**
4. **MEETING PROCEDURES**
5. **PUBLIC COMMENTS**
6. **CONSENT CALENDAR**

BEGINNING OF CONSENT CALENDAR

Bids / Purchases / Services

6.1. Vehicle Purchase and Out-of-State Travel Request

Memo from Fleet Manager Brian Craighead and Public Works Director Jason Shykowski recommending the City Council approve a purchase order to Altec Industries, Inc. for one Altec AC45E-127S hydraulic telescopic crane utilizing Sourcewell contract# 012418-ALT in the amount of \$555,656. Funding for this vehicle is included in the FY2021-22 Electric capital budget. Staff also requests Council approval for out-of-state travel for two staff members, one from Roseville Electric and one from Fleet Services, to attend a final factory inspection for the Altec AC45E-127S crane, built by Altec Industries in Roanoke, Virginia. The estimated schedule for the final inspection is June of 2023. Costs related to travel including airfare and lodging are covered by Altec as part of the original purchase price.

CC #: 1817

File #: 0203-01 & 0600-02

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

6.2. 65 and 95 Gallon Waste Containers - Purchase Order

Memo from Refuse Superintendent Shelly Tilley and Environmental Utilities Director Richard Plecker recommending the City Council adopt RESOLUTION NO. 21-468 APPROVING A PURCHASE ORDER FOR 65 AND 95 GALLON WASTE CONTAINERS. Staff requests approval of purchase orders to Rehrig Pacific Company utilizing the US Communities contract RFP-00254 for the purchase of automated residential waste containers on an as-needed basis. The cost for the remainder of FY2021-22 is \$225,000. The total estimated annual cost for the waste containers thereafter, including tax and delivery, is \$375,000. This will be funded from the approved budget of the Waste Services Division's Capital Purchases Fund.

CC #: 1818

File #: 0203-09

CONTACT: Shelly Tilley 916-774-5785 stilley@roseville.ca.us

Resolutions

6.3. Creekview Phase 2 Village 25 - Notice of Completion

Memo from Construction Inspector Troy Galvin and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 21-465 ACCEPTING THE PUBLIC WORK KNOWN AS CREEKVIEW PHASE 2 VILLAGE 25 PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING ALL DEDICATIONS OFFERED ON THE RECORDED MAP OF THE SUBDIVISION. The Engineering Division has made final inspection of the project and has found the civil improvement work complete in accordance with the improvement plans and City specifications. This action has no impact to the City's General Fund. Construction costs were paid by the developer.

CC #: 1811

File #: 0400-04-13-1

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

6.4. Participation in the National Opioids Settlement

Memo from Deputy City Attorney My Tien Doan and City Attorney Michelle Sheidenberger recommending the City Council adopt RESOLUTION NO. 21-464 AUTHORIZING THE CITY OF ROSEVILLE TO JOIN THE NATIONAL OPIOIDS SETTLEMENT AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE REQUISITE PARTICIPATION AND SETTLEMENT AGREEMENTS AND ALL OTHER FORMS NECESSARY TO EFFECTUATE THE CITY'S PARTICIPATION IN THE SETTLEMENT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approval to participate in the National Opioids Settlement. Two nationwide settlement agreements have been reached to resolve all opioids litigation brought by states and local political subdivisions, including Placer County, against the three largest pharmaceutical distributors, a manufacturer and the manufacturer's parent company. The National Opioids Settlement will provide billions of dollars to states and local subdivisions for abatement of the opioid epidemic. Roseville's potential allocation is contingent upon the level of nationwide participation in the settlement but could be as high as \$3,110,801 over a period of 18 years. Therefore, participation in the proposed settlement could have a positive fiscal impact on the City's General Fund.

CC #: 1810

File #: 0500

CONTACT: My Tien Doan 916-774-5325 mtdoan@roseville.ca.us

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

6.5. Parks Pre-Qualification Procedure Renewal

Memo from Park Planning & Development Superintendent Tara Gee and Parks, Recreation & Libraries Director Jill Geller recommending Council adopt RESOLUTION NO. 21-472 APPROVING THE PRE-QUALIFICATIONS

PROCEDURE FOR CERTAIN PARKS, RECREATION & LIBRARIES PROJECTS AND APPROVING THE ADMINISTRATIVE HEARING PROCESS FOR APPEALS. Based on the need to more effectively and efficiently administer the construction of these projects, due to a narrower construction window in order to comply with regulatory guidelines such as storm water pollution and prevention, air quality, etc., recognizing there is more work than companies to perform the work, and an unstable construction environment that has affected the overall industry, it has become more challenging to attract qualified contractors. In order to address these concerns, staff has determined that it would be best to pre-qualify all prime contractors seeking to bid these projects. There is no direct fiscal impact in approving the pre-qualification and appeals process. It is expected that the adoption of this process and the resolution will garner similar results experienced in previous years and will attract qualified bidders, resulting in the best value for the City.

CC #: 1824

File #: 0704

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

6.6. Roseville Golf and East Parking Lot - Deferred Improvement Agreement

Memo from Associate Engineer David Samuelson and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 21-466 APPROVING A DEFERRED IMPROVEMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND ROSEVILLE GOLFLAND LIMITED PARTNERSHIP, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This agreement will allow early construction of the traffic signal to allow safe pedestrian crossing across Taylor Road while the rest of the overflow parking lot improvements are under design and construction. The construction and cost of the deferred improvements are the responsibility of Roseville Golf and LTD, and the improvements are secured with a bond in the amount of \$975,000. The actions requested have no fiscal impact to the City's General Fund.

CC #: 1815

File #: 1007

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

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

6.7. Temporary Salary Changes

Memo from Human Resources Manager Linda Hampton and Human Resources Director Stacy Peterson recommending the City Council adopt ORDINANCE NO. 6426 AMENDING ORDINANCE NO. 6421, THE SALARY ORDINANCE FOR SEASONAL/TEMPORARY EMPLOYEES, AS AMENDED BY APPENDIX "N" TO BE EFFECTIVE JANUARY 1, 2022, AS AN URGENCY MEASURE. California Senate Bill 3 Chapter 4 increases the minimum wage from \$14.00 per hour to \$15.00 per hour on January 1, 2022. A total of 36 temporary classifications are recommended to receive a salary increase. Staff took into consideration compaction issues and consistency

amongst all temporary classifications. The fiscal impact for the rest of FY2021-22 to the Youth Development Fund is \$74,328 and to the General Fund is approximately \$125,675. These impacts have been included in the FY2021-22 budget. Staff is also requesting the deletion of 3 temporary classifications, changing titles of 3 temporary classifications and the addition of 8 new temporary classifications to meet the City's business needs.

CC #: 1820

File #: 0600-01

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

Reports / Requests

6.8. HOUSING AUTHORITY/CITY COUNCIL - Quarterly Status Report

Memo from Housing Supervisor Suzi Cook-Turner and Economic Development Director Melissa Anguiano recommending the City Council receive a quarterly report on the Housing Authority's Housing Choice Voucher Program. This report is for informational purposes only and has no impact on the City's General Fund.

CC #: 1812

File #: 0701-02-01

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

Ceremonial Documents

6.9. Resolution - Paul Camilleri

Commend Paul Camilleri for his 18 years of outstanding service and dedication to the City of Roseville, congratulate him on his many accomplishments, and extend wishes for a long, healthy, and enjoyable retirement.

CC #: 1813

File #: 0102-10

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

6.10. Resolution - Rodney Funke

Commend Rodney Funke for his 36 years of outstanding service and dedication to the City of Roseville, congratulate him for his many accomplishments, and extend wishes for a long, healthy, and enjoyable retirement.

CC #: 1814

File #: 0102-10

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

END OF CONSENT CALENDAR

7. RESOLUTIONS

7.1. The Ranch at Sierra Vista Community Facilities District No. 1 Series 2021 -

Bond Issuance

Memo from Management Analyst Jeannine Thrash and Assistant City Manager/Chief Financial Officer Dennis Kauffman recommending the City Council adopt RESOLUTION NO. 21-467 AUTHORIZING THE ISSUANCE OF SPECIAL TAX BONDS FOR AND ON BEHALF OF THE CITY OF ROSEVILLE THE RANCH AT SIERRA VISTA COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES), APPROVING AND DIRECTING THE EXECUTION OF A SUPPLEMENTAL AGREEMENT TO FISCAL AGENT AGREEMENT AND BOND PURCHASE AGREEMENT, APPROVING THE FORM OF PRELIMINARY OFFICIAL STATEMENT, APPROVING SALE OF SUCH BONDS, AND APPROVING OTHER RELATED DOCUMENTS AND ACTIONS. The Ranch at Sierra Vista Community Facilities District No. 1 Series 2021 Bonds are being issued at the developer's request, in an amount not to exceed \$15,000,000 to: (1) construct and acquire certain public facilities of benefit to the Community Facilities District (CFD); (2) establish a debt service reserve fund for the 2021 Bonds; and (3) pay the costs of issuing the 2021 bonds. The 2021 bonds are the second series of bonds being issued for this CFD. The CFD generates special taxes paid by the property owners sufficient to pay the costs of debt service, CFD administration, and any authorized pay-as-you-go facilities, as well as provide funding in the future for maintenance/replacement of constructed facilities. The issuance of these bonds will not impact the City's General Fund.

CC #: 1816

File #: 0206-03-01

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

8. ORDINANCES

8.1. 20 Acres In West Roseville (Portion of Lot 25 - Parcel W-60b) - Purchase and Sale Agreement

Memo from Parks, Recreation, and Libraries Director Jill Geller and Assistant City Attorney Joe Speaker recommending the City Council adopt RESOLUTION NO. 21-470 APPROVING A PURCHASE AND SALE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND WEST ROSEVILLE, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT AND ALL RELATED DOCUMENTS ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 6427 AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2021-22 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff requests Council approve a Purchase and Sale Agreement with West Roseville, LLC, including all assignments and documents necessary to effectuate the purchase, and authorizing the City Manager to execute all escrow related documents, for 20 acres in West Roseville (Portion of Lot 25, W-60b, WRSP Phase 4), for future use as a long field sports complex. Staff also request approval of a budget adjustment in the amount of \$5,227,200 from the Strategic Improvement Fund for the purchase. The maximum purchase price is \$5,227,200 for the 20 acres, however the Purchase and Sale Agreement contemplates dedication of five (5) of the 20 acres if certain pre-closing

conditions are met, for a potential reduced purchase price of \$3,920,400. The total purchase will be paid out of the Strategic Improvement Fund, but the proposed future sports complex is expected to be a sports draw for the region, resulting in added revenue to the City General Fund in the form of sales tax and transient occupancy tax revenue.

CC #: 1821

File #: 1002-01 & 0704-01-01 & 0201-01

CONTACT: Jill Geller 916-774-5249 jageller@roseville.ca.us

Joe Speaker 916-774-5325 jspeaker@roseville.ca.us

8.2. Hazardous Materials Derailment Training Facility - Agreement and Budget Adjustment

Memo from Fire Chief Rick Bartee and Division Chief Jason Rizzi recommending the City Council adopt RESOLUTION NO. 21-471 APPROVING AN AGREEMENT, BY AND BETWEEN THE CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES AND THE CITY OF ROSEVILLE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE: and adopt ORDINANCE NO. 6428 AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2021-22 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff requests approval of a budget adjustment for \$450,000 in revenue and \$450,000 in expenses for the development of the Hazardous Materials Derailment Training Facility located at the Roseville Fire Department Training Center and also recommend the acceptance of a grant from the California Governor's Office of Emergency Services (Cal OES) to the City for improvements to the Hazardous Materials Derailment Training Facility. The Roseville Fire Department and Cal OES have worked together over the past 2 years to design and construct a regional hazardous materials derailment training facility at the Roseville Fire Department Training Center. The recommended budget adjustment will result in no impact to the General Fund and no City matching funds are required of this grant.

CC #: 1822

File #: 0324 & 0214 & 0201-01

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

9. REPORTS / PUBLIC COMMENTS

10. ADJOURNMENT



COUNCIL COMMUNICATION

CC #: 1817

File #: 0203-01 & 0600-02

Title: Vehicle Purchase and Out-of-State Travel Request

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

Meeting Date: 12/1/2021

Item #: 6.1.

RECOMMENDATION TO COUNCIL

Sourcewell

Staff recommends Council approve a purchase order to Altec Industries, Inc. for one Altec AC45E-127S hydraulic telescopic crane utilizing Sourcewell contract# 012418-ALT as a replacement for Fleet ID 03-307 approved in the FY2021-22 Electric capital budget, and approve the out-of-state vehicle manufacturing inspection travel for two City employees. The total cost including options and sales tax is \$555,656.

BACKGROUND

Sourcewell

The Roseville Electric Construction and Maintenance division is purchasing one Altec AC45E-127S hydraulic telescopic crane as a replacement for Fleet ID 03-307. The crane is used for new development and maintenance projects. The crane is a necessity because of the heavy, high voltage distribution equipment that is used to service commercial accounts. A standard auger/boom truck is not able to lift the weight of the heavier equipment (normally in excess of 20,000 lbs.) making the crane a critical piece of equipment because of its combination of lift height, capacity, and reach.

Purchasing a heavy-duty crane is a large financial investment and final factory inspections are essential for quality control. Two staff members, one from Roseville Electric and one from Fleet Services, will attend a final inspection trip that is scheduled at times mutually agreed upon between the manufacturer and City representatives. In this case, the final inspection is estimated to occur in June of 2023.

Vehicle replacements are based on the Fleet Scoring System which considers factors such as age, mileage, reliability, prior maintenance and repair costs, and current condition. Below is the vehicle replacement score. A score of 23 or more indicates the vehicle is eligible for replacement.

Vehicle ID	Replacement Score	Vehicle Condition
03-307	29	Meets City replacement criteria

FISCAL IMPACT

Sourcewell

The total cost of one Altec AC45E-127S hydraulic telescopic crane including options and sales tax is \$555,656. Funding is included in the FY2021-22 Roseville Electric capital budget. Costs related to travel including airfare and lodging are covered by Altec as part of the original purchase price.

ENVIRONMENTAL REVIEW

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

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal A - Remain fiscally responsible in a changing world

Goal E - Deliver exceptional city services

Respectfully Submitted,

Brian Craighead, Fleet Manager

Jason Shykowski, Public Works Director

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

Dominick Casey, City Manager

ATTACHMENTS:

Description



COUNCIL COMMUNICATION

CC #: 1818
File #: 0203-09

Title: 65 and 95 Gallon Waste Containers - Purchase Order
Contact: Shelly Tilley 916-774-5785 stilley@roseville.ca.us

Meeting Date: 12/1/2021
Item #: 6.2.

RECOMMENDATION TO COUNCIL

Recommend City Council adopt a resolution to approve a purchase order with Rehrig Pacific Company utilizing the US Communities contract RFP-00254 for the purchase of automated residential waste containers on an as-needed basis.

Staff requests authorization for four optional one-year renewals without further Council approval utilizing the US Communities contract, provided that the applicable budget is approved by the City Council, or until City staff determines that continuing with the same vendor is not in the City's best interest.

BACKGROUND

The Environmental Utilities Department's Waste Services Division has an ongoing requirement for residential 95-gallon trash waste containers, 65-gallon trash waste containers, and 95-gallon green (recycling) waste containers. The Solid Waste Division estimates that they will need approximately 4,000 of the 95-gallon wheeled carts. These quantities include new service and replacement waste containers to be purchased throughout the 2022 calendar year. The quantities are an estimate based on previous years' historical data and knowledge of future requirements. Approximately 1,600 of the 4,000 carts will be used for replacement of existing carts that are, or have already reached, the end of their service life, and the remaining 2,400 will be purchased for placement at new homes. The carts will be purchased on an as-needed basis throughout the year.

The City is currently piggybacking off of US Communities contract number RFP-00254, which was initially approved by Council in February 2018 and includes optional renewal years through October 2026. This contract was competitively bid and allows for any participating agency in the United States to benefit from the substantial savings realized from the overall volume of sales.

FISCAL IMPACT

The total estimated annual cost is \$375,000. Projected spending is \$225,000 for FY2021-22 and is included in the approved budget in the Waste Services Division's Capital Purchases Fund.

Spending for future renewals will be contingent upon Council approval of budgets. Projected spending for the optional renewal years is as follows: FY2022-23, \$375,000; FY2023-24, \$375,000; FY2024-25, \$375,000; FY2025-26, \$375,000. Due to the US Communities contract amended end date of October 31, 2026, a prorated estimated amount of \$125,000 is included to be used during the first quarter of FY2026-27.

ENVIRONMENTAL REVIEW

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

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

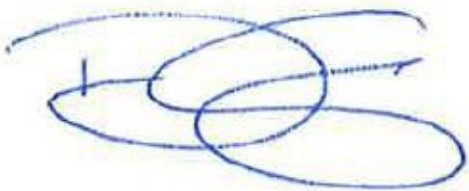
Goal A - Remain fiscally responsible in a changing world

Goal E - Deliver exceptional city services

Respectfully Submitted,

Shelly Tilley, Refuse Superintendent

Richard Plecker, Environmental Utilities Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 21-468

RESOLUTION NO. 21-468

APPROVING A PURCHASE ORDER FOR 65 AND 95 GALLON WASTE CONTAINERS

WHEREAS, a purchase order for 65 and 95 Gallon Waste Containers, between the City of Roseville and Rehrig Pacific Company, has been reviewed by the Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said purchase order is hereby approved and the City Manager or his designee is additionally authorized to execute four (4) optional one year (1) renewals of the purchase order, provided that the applicable budget is approved by the City Council, or until City staff determines that continuing with the same vendor is not in the City's best interest.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2021, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



COUNCIL COMMUNICATION

CC #: 1811

File #: 0400-04-13-1

Title: Creekview Phase 2 Village 25 - Notice of Completion

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

Meeting Date: 12/1/2021

Item #: 6.3.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt the attached resolution accepting Creekview Phase 2 Village 25, CWJ#190445 as complete and authorizing the City Engineer to execute the Notice of Completion.

BACKGROUND

The Engineering Division has made a final inspection of the above project and has found the roadway infrastructure work complete in accordance with the improvement plans and City specifications.

FISCAL IMPACT

The actions requested as part of this action have no impact to the City's General Fund. Construction costs were paid by the developer.

ENVIRONMENTAL REVIEW

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

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Troy Galvin, Construction Inspector

Mike Isom, Development Services Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 21-465

NOC

Exhibit A

Final Map

RESOLUTION NO. 21-465

RESOLUTION OF THE COUNCIL OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS CREEKVIEW PHASE 2 VILLAGE 25 PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING ALL DEDICATIONS OFFERED ON THE RECORDED MAP OF THE SUBDIVISION.

BE IT RESOLVED by the Council of the City of Roseville as follows:

1. The "Notice of Completion" on file in the City Clerk's Department relative to that public work known as the Creekview Phase 2 Village 25 is hereby approved and the public work accepted.
2. All rights of way and easements as offered on the final map of recorded with Placer County Recorder's Office Book FF of Maps, Page 61 is hereby accepted.
3. The City Engineer is hereby authorized and directed to execute said Notice on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville, this 1st day of December, 2021, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

CITY CLERK

RECORDING REQUESTED BY AND WHEN
RECORDED MAIL TO:

CITY CLERK
CITY OF ROSEVILLE
311 VERNON STREET
ROSEVILLE, CA 95678

Exempt from recording fees
Pursuant to Gov't Code §27383

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN that the public work of improvement known as the _____ Project was completed and accepted by the City of Roseville on _____. The location is situated in the City of Roseville, County of Placer, State of California and is indicated on the attached map, marked as Exhibit "A" and incorporated herein by this reference. The real property herein described is owned by the City of Roseville, 311 Vernon Street, Roseville CA 95678.

The direct/general contractor on said project was _____.

The surety on said project was _____.

_____.

City of Roseville
Owner

ATTEST:

Sonia Orozco, City Clerk

State of California)
County of Placer)

I, _____, being first duly sworn, depose and say: I am the _____ of the City of Roseville, a municipal corporation in the State of California, owner of the property described in the above Notice. I am duly authorized to make this verification for and on behalf of the City of Roseville. I have read the Notice of Completion and know its contents and the facts stated therein are true.

City of Roseville

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.
--

State of California)
County of Placer)

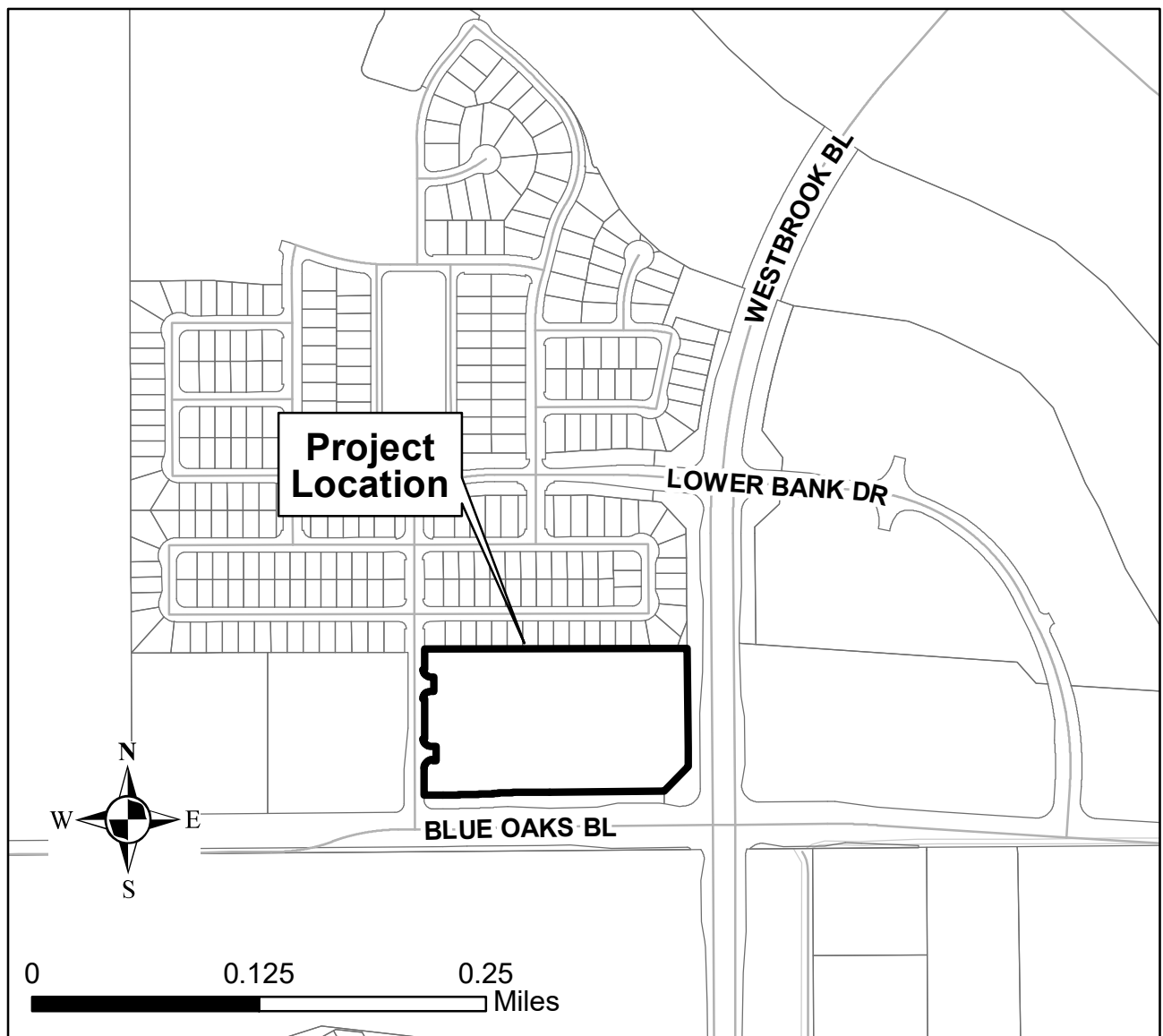
Subscribed and sworn to (or affirmed) before
me on this _____ day of _____,
20____, _____
proved to me on the basis of satisfactory
evidence to be the person(s) who appeared
before me.

Place Notary Seal and/or Stamp Above

Signature of Notary Public

EXHIBIT A

City of Roseville Creekview Phase 2 Village 25



OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CERTIFY THAT THEY ARE THE ONLY PERSONS HAVING ANY RECORD TITLE INTEREST IN THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THIS FINAL MAP OF "CREEKVIEW PHASE 2 VILLAGE 25" AND THEY HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP AND HEREBY OFFER FOR DEDICATION AND DO HEREBY DEDICATE FOR SPECIFIC PURPOSES THE FOLLOWING:

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS EASEMENTS FOR PUBLIC PURPOSES:

- (A) A PUBLIC EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF, BUT NOT LIMITED TO ELECTROLIERS, WATER AND GAS PIPES, SEWER AND DRAINAGE PIPES, AND FOR UNDERGROUND WIRE AND CONDUITS FOR ELECTRIC, TELEPHONE AND TELEVISION SERVICES AND TRAFFIC CONTROL APPURTENANCES TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS LOTS A AND B, THE STREET SHOWN HEREON AS STAR DANCE CIRCLE, AND THOSE STRIPS OF LAND LYING CONTIGUOUS TO THE RIGHTS-OF-WAY AS SHOWN HEREON AND DESIGNATED "P.U.E." (PUBLIC UTILITY EASEMENT).
- (B) A PUBLIC EASEMENT FOR PEDESTRIAN / BICYCLE ACCESS AND THE INSTALLATION, REPAIR, REMOVAL OR REPLACEMENT OF LANDSCAPING TOGETHER WITH ANY AND ALL APPURTENANCES THERETO ON, OVER, UNDER AND ACROSS LOTS A AND B SHOWN HEREON AND DESIGNATED "PASEO EASEMENT" (P.E.)

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES:

- (A) AS PUBLIC RIGHTS-OF-WAY (INCLUDING ALL IMPROVEMENTS THEREON) THE STREET SHOWN HEREON AS STAR DANCE CIRCLE.
- (B) LOTS A AND B AS SHOWN HEREON TO THE CITY OF ROSEVILLE FOR LANDSCAPING AND AS PUBLIC RIGHTS-OF-WAY.

ANTHEM UNITED CREEKVIEW DEVELOPMENTS LIMITED PARTNERSHIP
A WASHINGTON LIMITED PARTNERSHIP

BY: Brian Moore
Vice President

NOTARY'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA

COUNTY OF Placer

ON MAY 25, 2021 BEFORE ME, Bonnie Kwan, A NOTARY PUBLIC

PERSONALLY APPEARED Brian Moore
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/HEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

Bonnie Kwan
SIGNATURE PRINTED NAME

MY PRINCIPAL PLACE OF BUSINESS IS Placer COUNTY

MY COMMISSION EXPIRES: 12/27/2023 MY COMMISSION NUMBER: 2317317

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "CREEKVIEW PHASE 2 VILLAGE 25" AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP ON FILE AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH.

Marc Stout DATE: 6/2/21
MARC STOUT, R.C.E. 69879
CITY ENGINEER, CITY OF ROSEVILLE
LICENSE EXPIRES: SEPTEMBER 30, 2022

I HEREBY STATE THAT I AM SATISFIED THIS FINAL MAP OF "CREEKVIEW PHASE 2 VILLAGE 25" IS TECHNICALLY CORRECT.

FOR MARC STOUT, CITY ENGINEER, CITY OF ROSEVILLE

Timothy G. Blair DATE: 6/2/21
TIMOTHY G. BLAIR, PLS 8278
EXPIRES DECEMBER 31, 2021



CITY CLERK'S STATEMENT

I HEREBY CERTIFY THAT THE CITY COUNCIL, CITY OF ROSEVILLE, HAS APPROVED THIS FINAL MAP OF "CREEKVIEW PHASE 2 VILLAGE 25", AND HAS ACCEPTED ON BEHALF OF THE PUBLIC, THE PUBLIC UTILITY EASEMENTS OFFERED HEREON FOR DEDICATION AND HAS ACCEPTED, SUBJECT TO IMPROVEMENT, LOTS A AND B, THE RIGHTS-OF-WAY AND PASEO EASEMENTS OFFERED HEREON FOR DEDICATION.

Bonnie Orozco
CITY CLERK, CITY OF ROSEVILLE

DATE: July 8, 2021

BY: _____
ASSISTANT CITY CLERK

RECORDER'S STATEMENT

FILED THIS 23rd DAY OF JULY, 2021, AT 11:13 AM IN BOOK FF OF MAPS, AT PAGE 61, IN THE OFFICE OF THE PLACER COUNTY RECORDER, AT THE REQUEST OF MACKAY & SOMPS CIVIL ENGINEERS, INC.

Ryan Ronco
RECORDER OF PLACER COUNTY
STATE OF CALIFORNIA
BY: Ryan Ronco
DEPUTY

DOCUMENT NO.: 2021-0093876

FEE: \$ 104.⁰⁰

SURVEYOR'S STATEMENT

THIS MAP OF "CREEKVIEW PHASE 2 VILLAGE 25" WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF ANTHEM UNITED CREEKVIEW DEVELOPMENTS LIMITED PARTNERSHIP, IN JANUARY, 2019, I HEREBY STATE THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN, THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE DECEMBER 31, 2022, AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

MACKAY & SOMPS CIVIL ENGINEERS, INC.

Paul Ferguson, Jr.
PAUL FERGUSON, JR., PLS 9265
EXPIRATION DATE: MARCH 31, 2022

DATE: MAY 24, 2021



FINAL MAP OF
CREEKVIEW PHASE 2
VILLAGE 25

SUBDIVISION NO. PL18-0190

BEING A SUBDIVISION OF LOT 3 AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "CREEKVIEW - PHASE 1 LARGE LOT SUBDIVISION, SUBDIVISION NO. PL18-0190" FILED FOR RECORD ON JUNE 01, 2020 IN BOOK EE OF MAPS, AT PAGE 97, PLACER COUNTY RECORDS, WITHIN SECTION 14, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN

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Mackay & Somps
ENGINEERS PLANNERS SURVEYORS
1025 Creekside Ridge Drive, Suite 150, Roseville, CA 95678 (916) 773-1189

JUNE 2021
SHEET 1 OF 8 18431.000

TRUSTEE'S STATEMENT

FIRST AMERICAN TITLE COMPANY, A NEBRASKA CORPORATION, AS TRUSTEE UNDER DEED OF TRUST RECORDED ON MAY 24, 2019, AS INSTRUMENT NO. 2019-34783, OFFICIAL RECORDS OF PLACER COUNTY, AGAINST THE LAND HEREIN SHOWN CONSENTS TO THE MAKING AND FILING OF THIS MAP.

BY: *Diana L. Edwards*
NAME: DIANA L. EDWARDS
TITLE: AG CAL EXCROW MANAGER

NOTARY'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA
COUNTY OF Placer
ON May 26, 2021 BEFORE ME, Christina Edwards, A NOTARY PUBLIC
PERSONALLY APPEARED Diana L. Edwards
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) ~~IS~~ ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT ~~HE~~ SHE ~~THEY~~ THEY EXECUTED THE SAME IN ~~PROPER~~ THEIR AUTHORIZED CAPACITY(IES), AND THAT BY ~~HIS~~ THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.
I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.
WITNESS MY HAND AND OFFICIAL SEAL.
Christina Edwards
SIGNATURE PRINTED NAME
MY PRINCIPAL PLACE OF BUSINESS IS Sacramento COUNTY
MY COMMISSION EXPIRES: May 31, 2023 MY COMMISSION NUMBER: 2290674

NOTES:

- ALL CURVES ARE DIMENSIONED WITH RADIUS, DELTA, ARC LENGTH, CHORD BEARING AND CHORD LENGTH. DISTANCES SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF AND ARE "GROUND" DISTANCES. DUE TO ROUNDING, THE SUM OF INDIVIDUAL DIMENSIONS MAY NOT EQUAL THE OVERALL DIMENSION.
- TOTAL AREA FOR THIS SUBDIVISION IS 7.233± ACRES, CONSISTING OF 62 RESIDENTIAL LOTS AND 2 LANDSCAPE LOTS.
- ALL FRONT LOT CORNERS WILL BE SET WITH A 1" DIAMETER DISC STAMPED "LS 9265" IN THE SIDEWALK ON THE EXTENSION OF SIDE LOT LINES 1.00 FOOT FROM THE FRONT PROPERTY LINE (ROW).
- ALL REAR LOT CORNERS AND ANGLE POINTS WILL BE SET WITH A 5/8" REBAR WITH PLASTIC CAP STAMPED "LS 9265. WHERE MONUMENTS FALL WITHIN A SOUND WALL OR CONCRETE FOOTING A 5/8" REBAR, WITH PLASTIC CAP STAMPED "LS 9265" WILL BE SET ON THE SIDE LOT LINE ON A 4.00 FOOT OFFSET TO THE REAR LOT CORNER OR A 3/4" TAG STAMPED "LS 9265" WILL BE SET WITH EPOXY TO THE FACE WALL 2.00 FOOT ABOVE GROUND OR ON TOP OF WALL WHERE AN OFFSET MONUMENT CANNOT BE SET.
- A PRELIMINARY SOILS REPORT WAS PREPARED BY GEOCON CONSULTANTS, INC. DATED AUGUST, 2014; PROJECT NO. S9578-05-05 AND ON FILE WITH THE CITY OF ROSEVILLE DEVELOPMENT SERVICES - ENGINEERING DEPARTMENT, FILE NO. 308-885.

LEGEND:

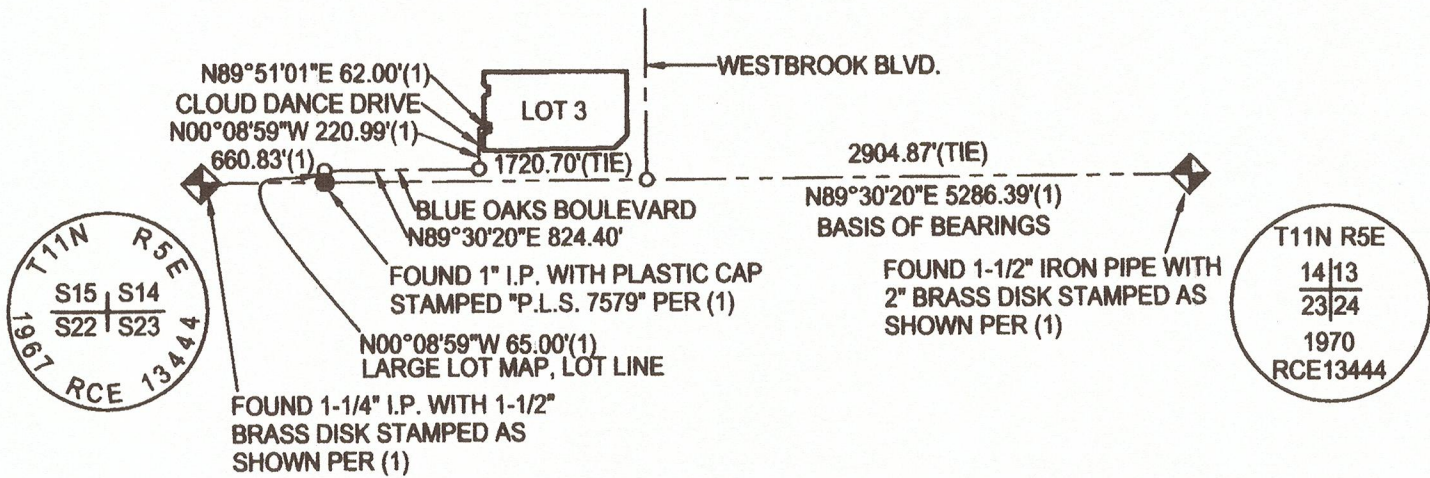
○	DIMENSION POINT
◈	FOUND SECTION CORNER AS NOTED
⊙	FOUND COPPERWELD SURVEY MONUMENT WITH CENTER PUNCH IN MONUMENT WELL STAMPED "LS 9265"
●	FOUND MONUMENT AS NOTED
⊗	SET COPPERWELD SURVEY MONUMENT WITH CENTER PUNCH IN MONUMENT WELL STAMPED "LS 9265"
AC.	ACRES
CB	CHORD BEARING
CD	CHORD DISTANCE
FD	FOUND
ROW	RIGHT-OF-WAY
(OA)	OVERALL
P.E.	PASEO EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
S.F.	SQUARE FEET
(R)	RADIAL BEARING
ⓧ	SHEET INDEX NUMBER
=====	SUBDIVISION BOUNDARY
-----	CENTER LINE
- - - - -	EXISTING ROW
=====	LOT LINE & ROW
=====	LOT LINE
- - - - -	EASEMENT LINE
-----	ADJACENT PROPERTY

REFERENCE:

- (1) EE MAPS 97 CREEKVIEW PHASE 1 LLM
(2) FF MAPS 25 CREEKVIEW VILLAGE 24

BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS MAP IS N 89°30'20" E AS SHOWN ON THE SOUTH LINE OF SECTION 14 PER THAT CERTAIN FINAL MAP ENTITLED "CREEKVIEW PHASE 1 LARGE LOT MAP" FILED FOR RECORD ON JUNE 1, 2020 IN BOOK EE OF MAPS, AT PAGE 97, PLACER COUNTY RECORDS.

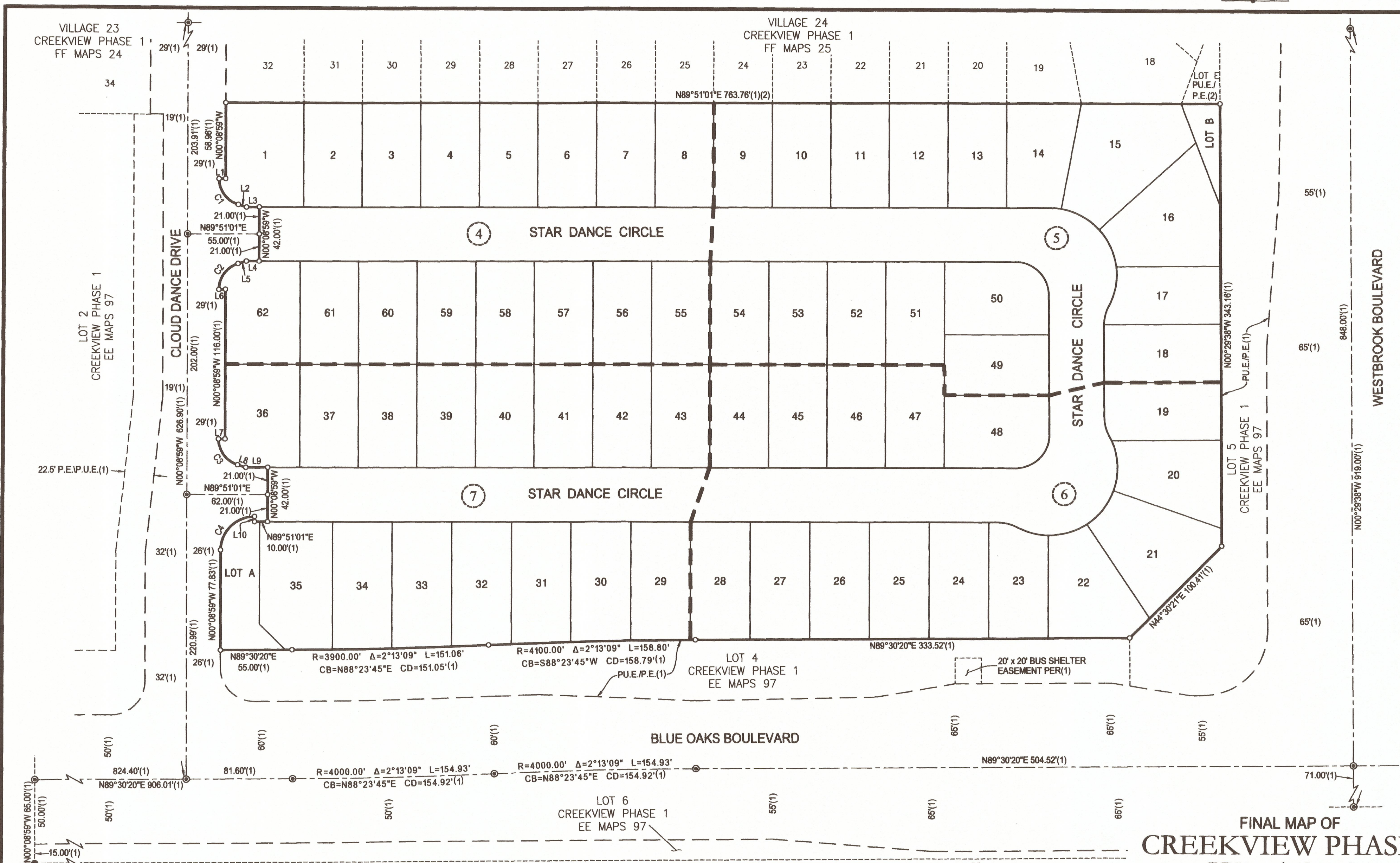


FINAL MAP OF
CREEKVIEW PHASE 2
VILLAGE 25
SUBDIVISION NO. PL18-0190

BEING A SUBDIVISION OF LOT 3 AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "CREEKVIEW - PHASE 1 LARGE LOT SUBDIVISION, SUBDIVISION NO. PL18-0190" FILED FOR RECORD ON JUNE 01, 2020 IN BOOK EE OF MAPS, AT PAGE 97, PLACER COUNTY RECORDS, WITHIN SECTION 14, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN

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SHEET 2 OF 8 18431.000

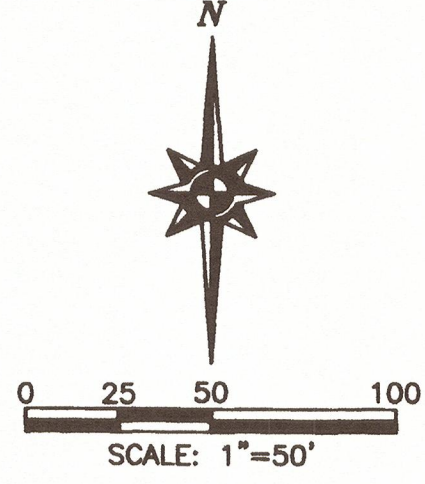


FOUND 1" I.P. WITH PLASTIC CAP STAMPED "P.L.S. 7579" PER (1)

Line Table		
Line #	Bearing	Length
L1	N89°51'01"E (R)	5.00' (1)
L2	N72°48'29"W	6.56' (1)
L3	N89°51'01"E	10.00' (1)
L4	N89°51'01"E	10.00' (1)
L5	N72°30'32"E	6.56' (1)

Line Table		
Line #	Bearing	Length
L6	N89°51'01"E (R)	5.00' (1)
L7	N89°51'01"E (R)	5.00' (1)
L8	N72°48'29"W	6.56' (1)
L9	N89°51'01"E	17.00' (1)
L10	N00°08'59"W (R)	4.00' (1)

Curve Table					
Curve #	Radius	Delta	Length	Chord Bearing	Chord Length
C1	21.00	72°39'31"	26.63'	N36° 28' 44"W	24.88' (1)
C2	21.00	72°39'31"	26.63'	N36° 10' 47"E	24.88' (1)
C3	21.00	72°39'31"	26.63'	N36° 28' 44"W	24.88' (1)
C4	26.00	90°00'00"	40.84'	N44° 51' 01"E	36.77' (1)



FINAL MAP OF
CREEKVIEW PHASE 2
VILLAGE 25

SUBDIVISION NO. PL18-0190

BEING A SUBDIVISION OF LOT 3 AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "CREEKVIEW - PHASE 1 LARGE LOT SUBDIVISION, SUBDIVISION NO. PL18-0190" FILED FOR RECORD ON JUNE 01, 2020 IN BOOK FF OF MAPS, AT PAGE 97, PLACER COUNTY RECORDS, WITHIN SECTION 14, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN

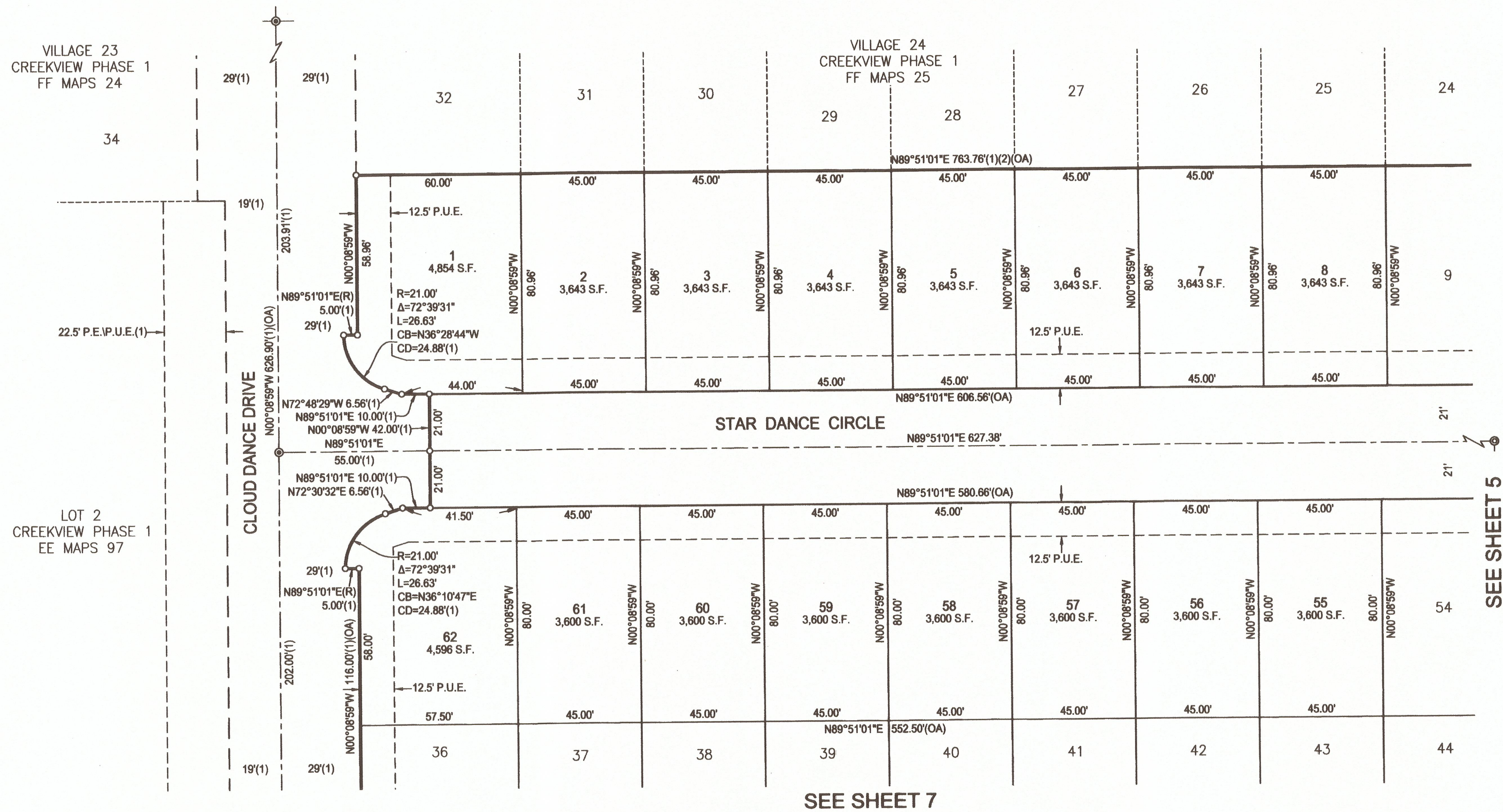
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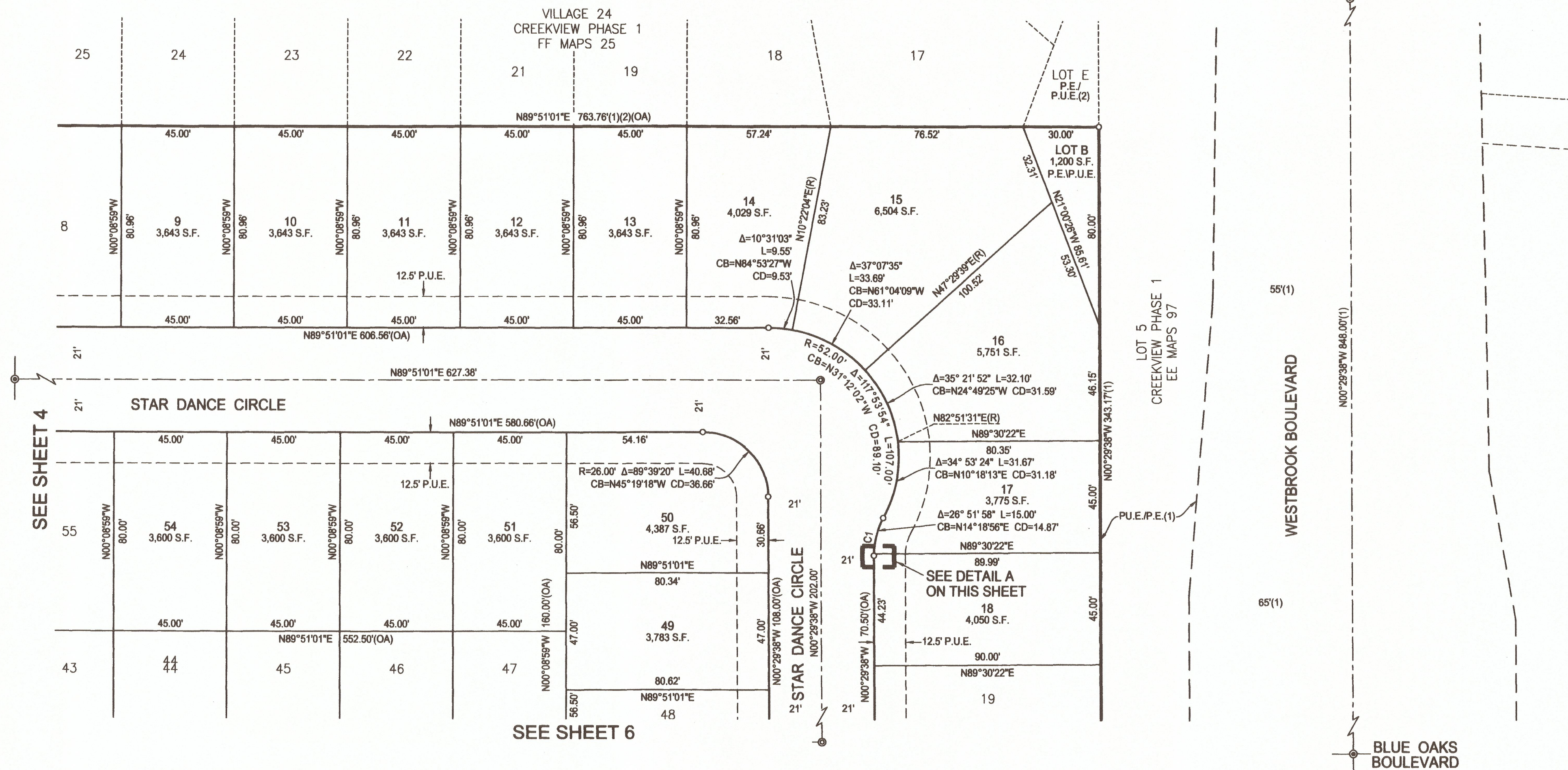
FINAL MAP OF
**CREEKVIEW PHASE 2
VILLAGE 25**
SUBDIVISION NO. PL18-0190
BEING A SUBDIVISION OF LOT 3 AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED
"CREEKVIEW - PHASE 1 LARGE LOT SUBDIVISION, SUBDIVISION NO. PL18-0190" FILED FOR
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WITHIN SECTION 14, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN

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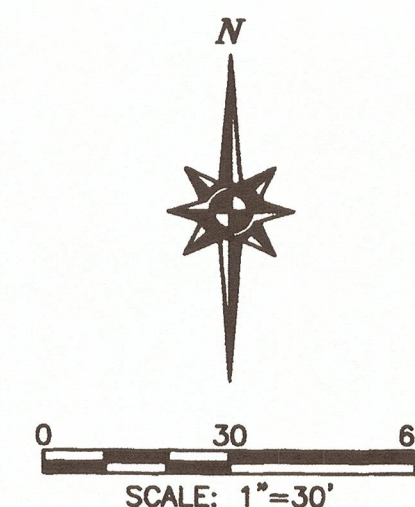
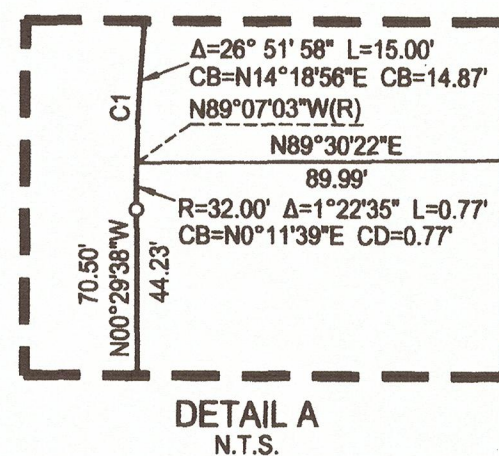
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SHEET 4 OF 8 18431.000



Curve Table					
Curve #	Radius	Delta	Length	Chord Bearing	Chord Length
C1	32.00	28°14'33"	15.77'	N13° 37' 38"E	15.61'



FINAL MAP OF CREEKVIEW PHASE 2 VILLAGE 25

SUBDIVISION NO. PL18-0190

BEING A SUBDIVISION OF LOT 3 AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "CREEKVIEW - PHASE 1 LARGE LOT SUBDIVISION, SUBDIVISION NO. PL18-0190" FILED FOR RECORD ON JUNE 01, 2020 IN BOOK EE OF MAPS, AT PAGE 97, PLACER COUNTY RECORDS, WITHIN SECTION 14, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN

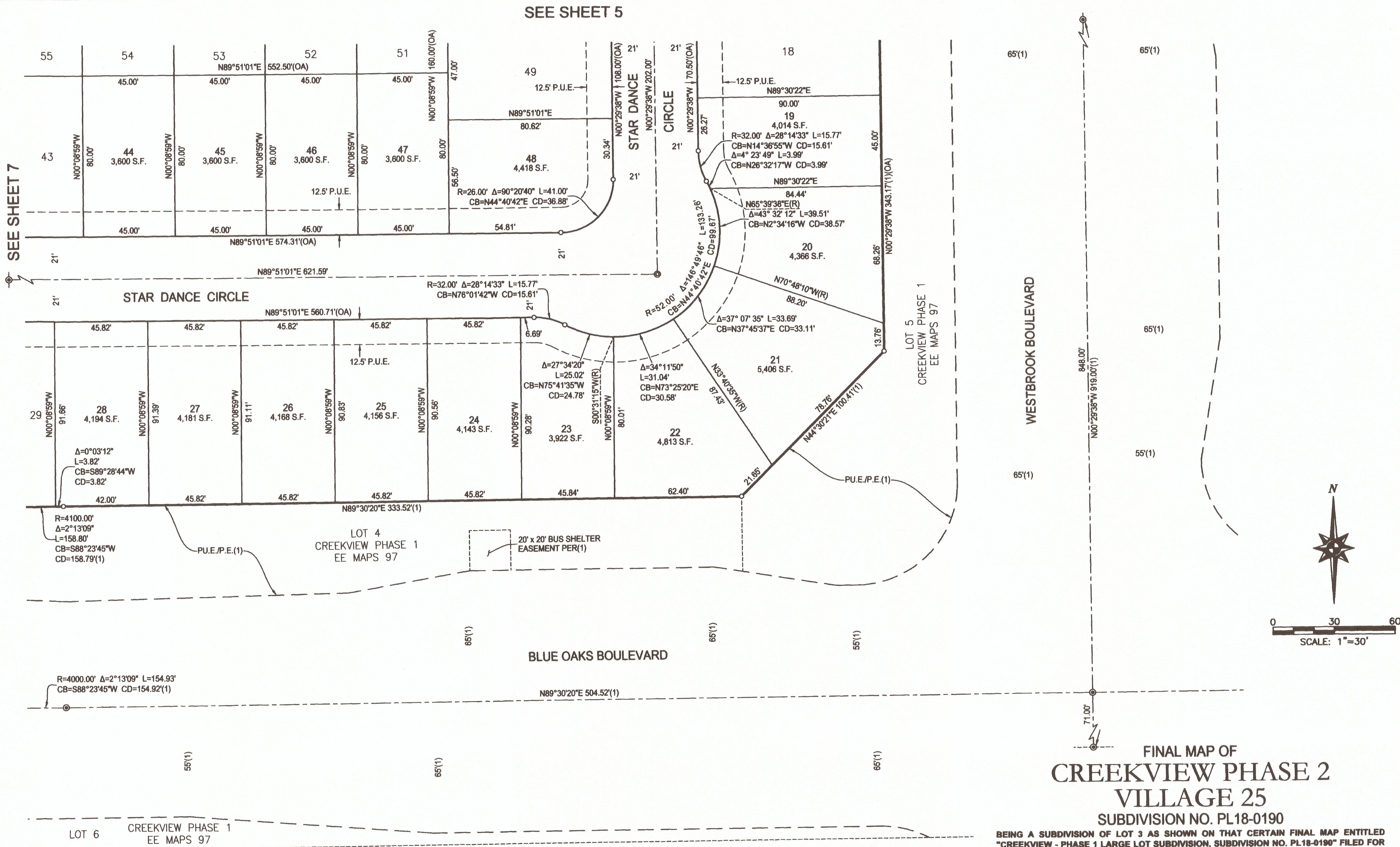
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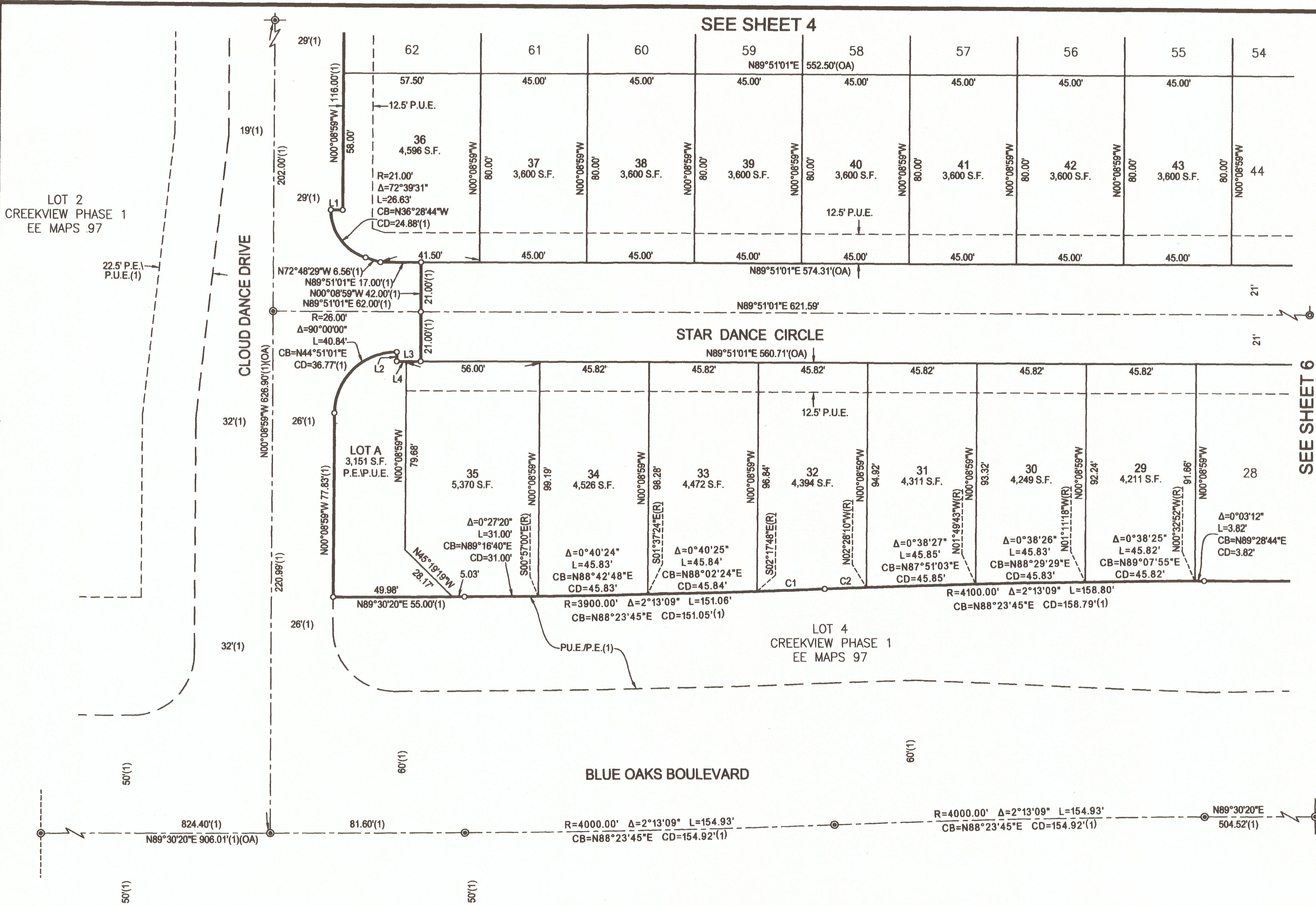
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JUNE 2021

SHEET 5 OF 8

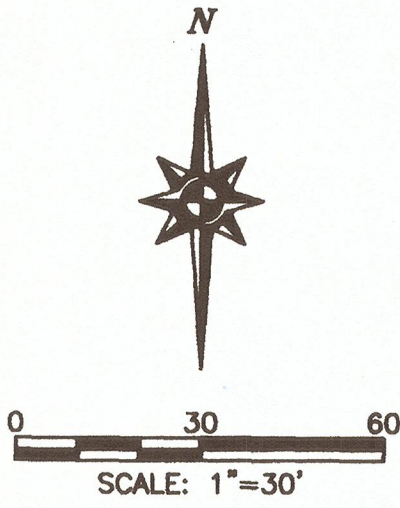
18431.000





Curve Table					
Curve #	Radius	Delta	Length	Chord Bearing	Chord Length
C1	3900.00	0°25'01"	28.38'	N87°29'41"E	28.38'
C2	4100.00	0°14'39"	17.48'	N87°24'30"E	17.48'

Line Table		
Line #	Bearing	Length
L1(1)	N89°51'01"E (R)	5.00'
L2(1)	N00°08'59"W(R)	4.00'
L3(1)	N89°51'01"E	10.00'
L4	N89°51'01"E	4.00'



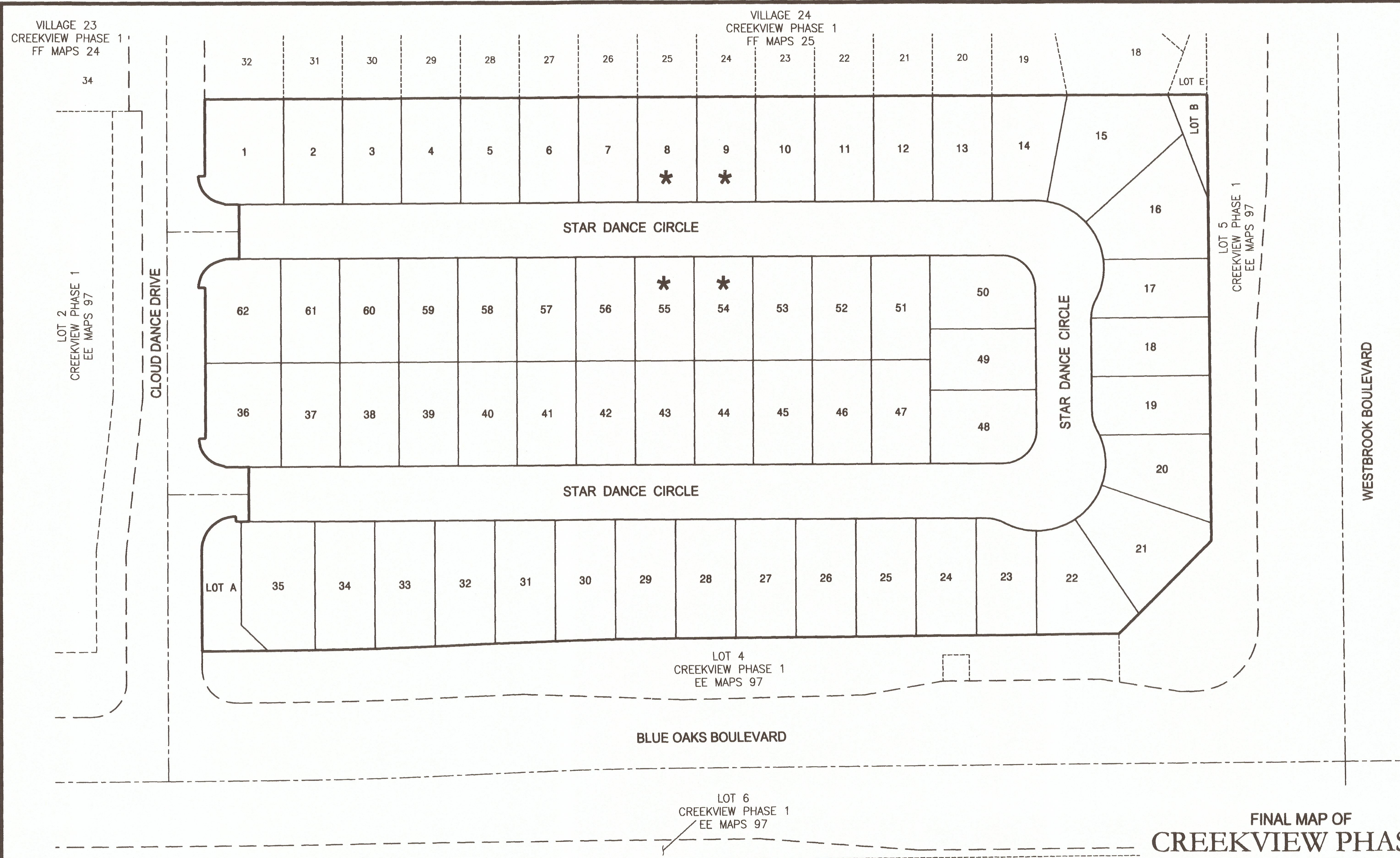
FINAL MAP OF
CREEKVIEW PHASE 2
VILLAGE 25
SUBDIVISION NO. PL18-0190

BEING A SUBDIVISION OF LOT 3 AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "CREEKVIEW - PHASE 1 LARGE LOT SUBDIVISION, SUBDIVISION NO. PL18-0190" FILED FOR RECORD ON JUNE 01, 2020 IN BOOK EE OF MAPS, AT PAGE 97, PLACER COUNTY RECORDS, WITHIN SECTION 14, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN

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SHEET 7 OF 8 18431.000

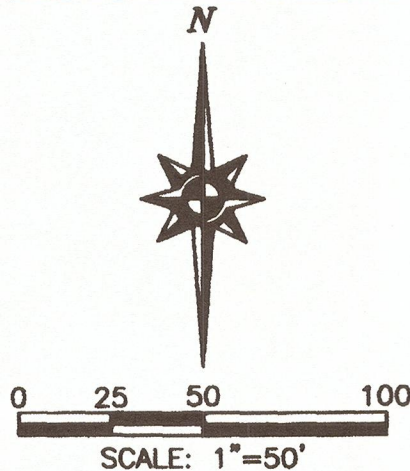


ADDITIONAL INFORMATION FOR INFORMATIONAL PURPOSES ONLY PURSUANT TO SECTION 66434.2 OF THE GOVERNMENT CODE

EACH RESIDENTIAL DWELLING CONSTRUCTED ON ANY OF THE LOTS INDICATED SHALL BE FITTED WITH A SEWER BACKFLOW PREVENTER VALVE AS APPROVED BY THE CITY OF ROSEVILLE. IT SHALL BE THE RESPONSIBILITY OF THE OWNER OF SAID DWELLING TO MAINTAIN THE VALVE AND PREVENT DAMAGE FROM OCCURRING THERETO. THE CITY OF ROSEVILLE SHALL NOT BE RESPONSIBLE FOR THE MAINTENANCE OR PERFORMANCE OF THE VALVE, AND THE CITY OF ROSEVILLE SHALL NOT BE LIABLE FOR ANY DAMAGE OCCURRING TO ANY SUCH DWELLING OR ITS CONTENTS DUE TO FAILURE OF THE VALVE FOR ANY REASON WHATSOEVER.

LEGEND

* DENOTES SEWER BACKFLOW PREVENTER VALVE REQUIRED ON SANITARY SEWER CONNECTION BY THE CITY OF ROSEVILLE WITH THE BUILDING PERMIT AND MAINTAINED THEREAFTER BY THE OWNER.



**FINAL MAP OF
CREEKVIEW PHASE 2
VILLAGE 25
SUBDIVISION NO. PL18-0190**

BEING A SUBDIVISION OF LOT 3 AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "CREEKVIEW - PHASE 1 LARGE LOT SUBDIVISION, SUBDIVISION NO. PL18-0190" FILED FOR RECORD ON JUNE 01, 2020 IN BOOK EE OF MAPS, AT PAGE 97, PLACER COUNTY RECORDS, WITHIN SECTION 14, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN

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JUNE 2021

SHEET 8 OF 8

18431.000



COUNCIL COMMUNICATION

CC #: 1810

File #: 0500

Title: Participation in the National Opioids Settlement
Contact: My Tien Doan 916-774-5325 mtdoan@roseville.ca.us
M. Sheidenberger 916-774-5325 msheidenberger@roseville.ca.us

Meeting Date: 12/1/2021

Item #: 6.4.

RECOMMENDATION TO COUNCIL

Staff recommends the City Council adopt a resolution authorizing the City of Roseville ("City") to join the National Opioids Settlement and authorizing the City Manager to execute the requisite participation and settlement agreements and all other forms necessary to effectuate the City's participation in the settlement.

BACKGROUND

Two nationwide settlement agreements have been reached to resolve all opioids litigation brought by states and local political subdivisions against the three largest pharmaceutical distributors: McKesson, Cardinal Health and AmerisourceBergen ("Distributors") and manufacturer Janssen Pharmaceuticals, Inc. and its parent company Johnson & Johnson ("Janssen") (collectively, the "National Opioids Settlement" or "Settlement"). The National Opioids Settlement will provide billions of dollars to states and subdivisions for abatement of the opioid epidemic across the country and will impose changes in the way the settling defendants conduct business. Specifically, the Settlement requires Distributors to pay up to \$21 billion over 18 years and Janssen to pay up to \$5 billion over 9 years, for a total of \$26 billion (the "Settlement Amount"). The Settlement also contains provisions governing opioid marketing, sale and distribution practices at the heart of the states' and subdivisions' lawsuits and further require Distributors to implement additional safeguards to prevent diversion of prescription opioids.

A vast majority of states have elected to join the Settlement, including California. All local subdivisions with a population of 10,000 or more are eligible to join and are strongly encouraged to participate in order to maximize the amount of funds available to each state and local subdivision. If there is not sufficient subdivision participation in the Settlement, it may not be finalized or the states and subdivisions may not receive the full Settlement Amount available.

The State of California is anticipated to receive between \$2.2 billion and \$2.34 billion of the Settlement Amount (the "California Amount"), assuming all eligible counties and subdivisions elect to participate. 15% of the California Amount will go to the State of California; 70% of the California Amount will go directly to eligible counties and cities; and 15% will go to the plaintiff

subdivisions that were a part of the underlying litigation.

How much will the City receive through the Settlement?

Fortunately, the calculations for what percentage the City is set to receive from the Settlement have already been completed as part of the underlying negotiations. Pursuant to Appendix 1 of the Settlement documents, the City is anticipated to receive up to 0.196% of the California Amount (in addition to a portion from the county's share, who was a plaintiff subdivision in the underlying litigation), which is estimated to be over \$3,000,000. The actual amount received may change based upon the level of county and subdivision participation.

When will the City receive the Settlement funds?

Counties and cities have until January 2, 2022 to join the National Opioids Settlement by executing several forms and agreements. After this date, Distributors and Janssen will then decide if there is a "critical mass" in order for the Settlement to take effect. If there is not sufficient participation by the counties and cities, Distributors and Janssen can decide to walk away from the Settlement. Assuming there is a critical mass, the Settlement will become effective 60 days thereafter.

Funds can begin to flow to states and local governments as early as April 2022, depending on when a settling State meets certain requirements. The Janssen agreement also offers opportunities for significant acceleration of payments if states and subdivisions meet specified participation levels.

What can the Settlement funds be spent on?

At least 85% of the settlement funds must be used on opioid remediation (treatment, prevention, intervention, education and recovery services) in one or more of the areas described in the List of Opioid Remediation Uses, which is Exhibit E to the Settlement. The remaining 15% may be used for purposes that do not qualify as opioid remediation, including paying attorneys' fees, investigation costs, litigation costs, or costs related to the operation and enforcement of the Settlement.

Does the City have an opioid issue?

In recent years, the City has seen an alarming trend in illegal drug use and substance abuse, which has unfortunately resulted in an increase of drug overdoses and drug related deaths.

Specifically, the highly potent substance Fentanyl, which is 50 times more potent than heroin, has been abused within the community. Fentanyl and other analogs, such as carfentanil, have also been mixed with powder heroin. Recently, these drugs have been found in counterfeit pills made to look like prescription sedatives and painkillers, including Xanax and OxyContin. According to recent data, approximately 40 out of every 100,000 Placer County residents visited an emergency room for an opioid-related issue and lived — but 10 in 100,000 died due to drug use. While opioid addiction and overdose used to be associated only with heroin, many people with opioid addiction now start by getting hooked on prescription painkillers. There are an estimated 852 opioid prescriptions per 1,000 residents in Placer County.

In response to the increase in drug overdoses, Roseville Police officers have begun carrying Narcan, a life-saving drug for people suffering from an overdose of opioid drugs. Roseville

Police, Fire and the Placer County Sheriff's Office have partnered with community organizations to provide support to individuals suffering from drug addiction.

FISCAL IMPACT

Roseville's potential allocation is \$3,110,801 over a period of 18 years. Therefore, participation in the proposed settlement could have a positive fiscal impact on the City's General Fund. However, this is only an estimate and is based upon the full \$26 billion value of the Settlement, which is likely to change based upon the level of nationwide participation.

ENVIRONMENTAL REVIEW

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

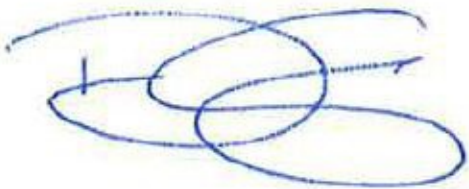
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal A - Remain fiscally responsible in a changing world
Goal B – Support community engagement and advocacy

Respectfully Submitted,

My Tien Doan, Deputy City Attorney

Michelle Sheidenberger, City Attorney



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 21-464

Settlement Participation Form - Distributor Settlement Agreement

California agreement - Distributor Settlement Agreement

California agreement signature - Distributor Settlement Agreement

Appendix 1 - Distributor Settlement Agreement

Settlement participation Form - Janssen Settlement Agreement

California agreement - Janssen Settlement Agreement

California agreement signature - Janssen Settlement Agreement

Appendix 1 - Janssen Settlement Agreement

RESOLUTION NO. 21-464

AUTHORIZING THE CITY OF ROSEVILLE TO JOIN THE NATIONAL OPIOIDS SETTLEMENT AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE REQUISITE PARTICIPATION AND SETTLEMENT AGREEMENTS AND ALL OTHER FORMS NECESSARY TO EFFECTUATE THE CITY'S PARTICIPATION IN THE SETTLEMENT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, two nationwide settlement agreements have been reached to resolve all opioids litigation brought by states and local political subdivisions against the three largest pharmaceutical distributors: McKesson, Cardinal Health and AmerisourceBergen and manufacturer Janssen Pharmaceuticals, Inc. and its parent company Johnson & Johnson; and

WHEREAS, a vast majority of states have elected to join the Settlement, including California. All local subdivisions with a population of 10,000 or more are eligible to join and are strongly encouraged to participate in order to maximize the amount of funds available to each state and local subdivision; and

WHEREAS, the requisite participation and settlement agreements, have been reviewed by the City Council.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that the City of Roseville is hereby authorized to join the National Opioids Settlement.

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute the requisite participation and settlement agreements and all other forms necessary to effectuate the City's participation in the settlement on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2021, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

Settlement Participation Form

Governmental Entity: Roseville city	State: CA
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“Governmental Entity”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 (“Distributor Settlement”), and acting through the undersigned authorized official, hereby elects to participate in the Distributor Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Distributor Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Distributor Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Distributor Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Distributor Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Distributor Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Distributor Settlement.
7. The Governmental Entity has the right to enforce the Distributor Settlement as provided therein.



8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Distributor Settlement, including but not limited to all provisions of Part XI, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Distributor Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Distributor Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Distributor Settlement.
10. In connection with the releases provided for in the Distributor Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Distributor Settlement.

11. Nothing herein is intended to modify in any way the terms of the Distributor Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Distributor Settlement in any respect, the Distributor Settlement controls.



I swear under penalty of perjury that I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



**Proposed California State-Subdivision Agreement
Regarding Distribution and Use of
Settlement Funds – Distributor Settlement**

1. Introduction

Pursuant to the Distributor Settlement Agreement, dated as of July 21, 2021, and any revision thereto (the “Distributor Settlement Agreement”), including Section V and Exhibit O, the State of California proposes this agreement (the “CA Distributor Allocation Agreement”) to govern the allocation, distribution, and use of Settlement Fund payments made to California pursuant to Sections IV and V of the Distributor Settlement Agreement.¹ For the avoidance of doubt, this agreement does not apply to payments made pursuant to Sections IX or X of the Distributor Settlement Agreement.

Pursuant to Exhibit O, Paragraph 4, of the Distributor Settlement Agreement, acceptance of this CA Distributor Allocation Agreement is a requirement to be an Initial Participating Subdivision.

2. Definitions

- a) *CA Participating Subdivision* means a Participating Subdivision that is also (a) a Plaintiff Subdivision and/or (b) a Primary Subdivision with a population equal to or greater than 10,000. For the avoidance of doubt, eligible CA Participating Subdivisions are those California subdivisions listed in Exhibit C (excluding Litigating Special Districts) and/or Exhibit I to the Distributor Settlement Agreement.
- b) *Janssen Settlement Agreement* means the Janssen Settlement Agreement dated July 21, 2021, and any revision thereto.
- c) *Litigating Special District* means a school district, fire protection district, health authority, health plan, or other special district that has filed a lawsuit against an Opioid Defendant. Litigating Special Districts include Downey Unified School District, Elk Grove Unified School District, Kern High School District, Montezuma Fire Protection District (located in Stockton, California), Santa Barbara San Luis Obispo Regional Health Authority, Inland Empire Health Plan, Health Plan of San Joaquin, and LA Care Health Plan.
- d) *Plaintiff Subdivision* means a Subdivision located in California, other than a Litigating Special District, that filed a lawsuit, on behalf of the Subdivision and/or through an official of the Subdivision on behalf of the People of the State of California, against one or more Opioid Defendants prior to October 1, 2020.

¹ A parallel but separate agreement (the “CA Janssen Allocation Agreement”) will govern the allocation, distribution, and use of settlement fund payments under the Janssen Settlement Agreement. An eligible Subdivision may elect to participate in either the Distributor Settlement or the Janssen Settlement, or in both.

- e) *Opioid Defendant* means any defendant (including but not limited to Johnson & Johnson, Janssen Pharmaceuticals, Inc., Purdue Pharma L.P., Cardinal Health, Inc., AmerisourceBergen Corporation, and McKesson Corporation) named in a lawsuit seeking damages, abatement, or other remedies related to or caused by the opioid public health crisis in any lawsuit brought by any state or local government on or before October 1, 2020.

3. General Terms

This agreement is subject to the requirements of the Distributor Settlement Agreement, as well as applicable law, and the Distributor Settlement Agreement governs over any inconsistent provision of this CA Distributor Allocation Agreement. Terms used in this CA Distributor Allocation Agreement have the same meaning as in the Distributor Settlement Agreement unless otherwise defined herein.

Pursuant to Section V(D)(1) of the Distributor Settlement Agreement, (a) all Settlement Fund payments will be used for Opioid Remediation, except as allowed by Section V(B)(2) of the Distributor Settlement Agreement; and (b) at least seventy percent (70%) of Settlement Fund payment amounts will be used solely for future Opioid Remediation.

4. State Allocation

The Settlement Fund payments to California,² pursuant to the Distributor Settlement Agreement, shall be allocated as follows: 15% to the State Fund; 70% to the Abatement Accounts Fund; and 15% to the Subdivision Fund. For the avoidance of doubt, all funds allocated to California from the Settlement Fund shall be combined pursuant to this CA Distributor Allocation Agreement, and 15% of that total shall be allocated to the State of California (the “State of California Allocation”), 70% to the California Abatement Accounts Fund (“CA Abatement Accounts Fund”), and 15% to the California Subdivision Fund (“CA Subdivision Fund”).

A. State of California Allocation

Fifteen percent of the total Settlement Fund payments will be allocated to the State and used by the State for future Opioid Remediation.

B. CA Abatement Accounts Fund

i. Allocation of CA Abatement Accounts Funds

- a) Seventy percent of the total Settlement Fund payments will be allocated to the CA Abatement Accounts Fund. The funds in the CA Abatement Accounts Fund will be

² For purposes of clarity, use of the term “California” refers to the geographic territory of California and the state and its local governments therein. The term “State” or “State of California” refers to the State of California as a governmental unit.

allocated based on the allocation model developed in connection with the proposed negotiating class in the National Prescription Opiate Litigation (MDL No. 2804), as adjusted to reflect only those cities and counties that are eligible, based on population or litigation status, to become a CA Participating Subdivision. The percentage from the CA Abatement Accounts Fund allocated to each CA Participating Subdivision is set forth in Appendix 1 in the column entitled abatement percentage (the “Local Allocation”). For the avoidance of doubt, Litigating Special Districts and California towns, cities, and counties with a population less than 10,000 are not eligible to receive an allocation of CA Abatement Accounts Funds.

- b) A CA Participating Subdivision that is a county, or a city and county, will be allocated its Local Allocation share as of the date on which it becomes a Participating Subdivision, and will receive payments as provided in the Distributor Settlement Agreement.
- c) A CA Participating Subdivision that is a city will be allocated its Local Allocation share as of the date on which it becomes a Participating Subdivision. The Local Allocation share for a city that is a CA Participating Subdivision will be paid to the county in which the city is located, rather than to the city, so long as: (a) the county is a CA Participating Subdivision, and (b) the city has not advised the Settlement Fund Administrator that it requests direct payment at least 60 days prior to a Payment Date. A Local Allocation share allocated to a city but paid to a county is not required to be spent exclusively for abatement activities in that city, but will become part of the county’s share of the CA Abatement Accounts Funds, which will be used in accordance with Section 4.B.ii (Use of CA Abatement Accounts Funds) and reported on in accordance with Section 4.B.iii (CA Abatement Accounts Fund Oversight).
- d) A city within a county that is a CA Participating Subdivision may opt in or out of direct payment at any time, and it may also elect direct payment of only a portion of its share, with the remainder going to the county, by providing notice to the Settlement Fund Administrator at least 60 days prior to a Payment Date. For purposes of this CA Distributor Allocation Agreement, the Cities of Los Angeles, Oakland, San Diego, San Jose and Eureka will be deemed to have elected direct payment if they become Participating Subdivisions.
- e) The State will receive the Local Allocation share of any payment to the Settlement Fund that is attributable to a county or city that is eligible to become a CA Participating Subdivision, but that has not, as of the date of that payment to the Settlement Fund, become a Participating Subdivision.
- f) Funds received by a CA Participating Subdivision, and not expended or encumbered within five years of receipt and in accordance with the Distributor Settlement Agreement and this CA Distributor Allocation Agreement shall be transferred to the State; provided however, that CA Participating Subdivisions have seven years to expend or encumber CA Abatement Accounts Funds designated to support capital outlay projects before they must be transferred to the State. This provision shall not apply to the Cost Reimbursement Funds, which shall be controlled by Appendix 2.

ii. Use of CA Abatement Accounts Funds

- a) The CA Abatement Accounts Funds will be used for future Opioid Remediation in one or more of the areas described in the List of Opioid Remediation Uses, which is Exhibit E to the Distributor Settlement Agreement.
- b) In addition to this requirement, no less than 50% of the funds received by a CA Participating Subdivision from the Abatement Accounts Fund in each calendar year will be used for one or more of the following High Impact Abatement Activities:
 - (1) the provision of matching funds or operating costs for substance use disorder facilities within the Behavioral Health Continuum Infrastructure Program;
 - (2) creating new or expanded Substance Use Disorder (“SUD”) treatment infrastructure;
 - (3) addressing the needs of communities of color and vulnerable populations (including sheltered and unsheltered homeless populations) that are disproportionately impacted by SUD;
 - (4) diversion of people with SUD from the justice system into treatment, including by providing training and resources to first and early responders (sworn and non-sworn) and implementing best practices for outreach, diversion and deflection, employability, restorative justice, and harm reduction; and/or
 - (5) interventions to prevent drug addiction in vulnerable youth.
- c) The California Department of Health Care Services (“DHCS”) may add to this list (but not delete from it) by designating additional High Impact Abatement Activities. DHCS will make reasonable efforts to consult with stakeholders, including the CA Participating Subdivisions, before adding additional High Impact Abatement Activities to this list.
- d) For the avoidance of doubt, and subject to the requirements of the Distributor Settlement Agreement and applicable law, CA Participating Subdivisions may form agreements or ventures, or otherwise work in collaboration with, federal, state, local, tribal or private sector entities in pursuing Opioid Remediation activities funded from the CA Abatement Accounts Fund. Further, provided that all CA Abatement Accounts Funds are used for Opioid Remediation consistent with the Distributor Settlement Agreement and this CA Distributor Allocation Agreement, a county and any cities or towns within the county may agree to reallocate their respective shares of the CA Abatement Accounts Funds among themselves, provided that any direct distribution may only be to a CA Participating Subdivision and any CA Participating Subdivision must agree to their share being reallocated.

iii. CA Abatement Accounts Fund Oversight

- a) Pursuant to Section 5 below, CA Participating Subdivisions receiving settlement funds must prepare and file reports annually regarding the use of those funds. DHCS may regularly review the reports prepared by CA Participating Subdivisions about the use of CA Abatement Accounts Funds for compliance with the Distributor Settlement Agreement and this CA Distributor Allocation Agreement.
- b) If DHCS determines that a CA Participating Subdivision's use of CA Abatement Accounts Funds is inconsistent with the Distributor Settlement Agreement or this CA Distributor Allocation Agreement, whether through review of reports or information from any other sources, DHCS shall send a request to meet and confer with the CA Participating Subdivision. The parties shall meet and confer in an effort to resolve the concern.
- c) If the parties are unable to reach a resolution, DHCS may conduct an audit of the Subdivision's use of the CA Abatement Accounts Funds within one year of the request to meet and confer, unless the parties mutually agree in writing to extend the meet and confer time frame.
- d) If the concern still cannot be resolved, the State may bring a motion or action in the court where the State has filed its Consent Judgment to resolve the concern or otherwise enforce the requirements of the Distributor Settlement Agreement or this CA Distributor Allocation Agreement. However, in no case shall any audit be conducted, or motion be brought, as to a specific expenditure of funds, more than five years after the date on which the expenditure of the funds was reported to DHCS, in accordance with this agreement.
- e) Notwithstanding the foregoing, this Agreement does not limit the statutory or constitutional authority of any state or local agency or official to conduct audits, investigations, or other oversight activities, or to pursue administrative, civil, or criminal enforcement actions.

C. CA Subdivision Fund

- i. Fifteen percent of the total Settlement Fund payments will be allocated to the CA Subdivision Fund. All funds in the CA Subdivision Fund will be allocated among the Plaintiff Subdivisions that are Initial Participating Subdivisions. The funds will be used, subject to any limits imposed by the Distributor Settlement Agreement and this CA Distributor Allocation Agreement, to fund future Opioid Remediation and reimburse past opioid-related expenses, which may include fees and expenses related to litigation, and to pay the reasonable fees and expenses of the Special Master as set forth in Appendix 2.

The CA Subdivision Funds will be allocated as follows:

- a) First, funds in the CA Subdivision Fund shall be used to pay the Special Master's reasonable fees and expenses in accordance with the procedures and limitations set forth in Appendix 2 to this document;
- b) Second, funds will be allocated to Plaintiff Subdivisions that are Initial Participating Subdivisions that have been awarded Costs, as defined by and in accordance with the procedures and limitations set forth in Appendix 2 to this document.
- c) Funds remaining in the CA Subdivision Fund, which shall consist of no less than 50% of the total CA Subdivision Fund received in any year pursuant to Appendix 2, Section 2.c.v, will be distributed to Plaintiff Subdivisions that are Initial Participating Subdivisions, in relative proportion to the Local Allocation. These funds shall be used to fund future opioid-related projects and to reimburse past opioid-related expenses, which may include fees and expenses related to litigation against any Opioid Defendant.

D. Provision for State Back-Stop Agreement

On August 6, 2021, Judge Dan Polster of the U.S. District Court, Northern District of Ohio, Eastern Division, issued an order (ECF Docket Number 3814) ("MDL Fees Order") in the National Prescription Opiate Litigation (MDL No. 2804) "cap[ping] all applicable contingent fee agreements at 15%." Private counsel representing Plaintiff Subdivisions should seek its contingency fees and costs from the Attorney Fee Fund or Cost Funds under the Distributor Settlement Agreement and, if applicable, the Janssen Settlement Agreement.

A Plaintiff Subdivision may separately agree to use its share of the CA Subdivision Fund to pay for fees or costs incurred by its contingency-fee counsel ("State Back-Stop Agreement"), pursuant to Exhibit R, section I(R), of the Distributor Settlement Agreement and the MDL Fees Order, so long as such contingency fees do not exceed a total contingency fee of 15% of the total gross recovery of the Plaintiff Subdivision pursuant to the Distributor Settlement, and if applicable, the Janssen Settlement, inclusive of contingency fees from the national Attorney Fee Fund and this State Back-Stop Agreement. Before seeking fees or litigation costs and expenses from a State Back-Stop Agreement, private counsel representing Plaintiff Subdivisions must first seek contingency fees and costs from the Attorney Fee Fund or Cost Funds created under the Distributor Settlement Agreement and, if applicable, the Janssen Settlement Agreement. Further, private counsel may only seek reimbursement for litigation fees and costs that have not previously been reimbursed through prior settlements or judgments.

To effectuate a State Back-Stop Agreement pursuant to this section, an agreement in the form of Appendix 3 may be entered into by a Plaintiff Subdivision, private counsel, and the California Office of the Attorney General. The California Office of the Attorney General shall, upon the request of a Plaintiff Subdivision, execute any agreement executed by a Plaintiff Subdivision and its private counsel if it is in the form of Appendix 3. The California Office of the Attorney

General will also consider requests from Plaintiff Subdivisions to execute and enter into agreements presented in other forms.

For the avoidance of doubt, this agreement does not require a Plaintiff Subdivision to request or enter into a State Back-Stop Agreement, and no State Back-Stop Agreement shall impose any duty or obligation on the State of California or any of its agencies or officers, including without limitation the Attorney General.

5. State and Subdivision Reporting

- a) DHCS will prepare an annual written report regarding the State's use of funds from the settlement until those funds are fully expended and for one year thereafter. These reports will be made publicly available on the DHCS web site.
- b) Each CA Participating Subdivision that receives payments of funds from the settlement will prepare written reports at least annually regarding the use of those funds, until those funds are fully expended and for one year thereafter. These reports will also include a certification that all funds that the CA Participating Subdivision has received through the settlement have been used in compliance with the Distributor Settlement Agreement and this CA Distributor Allocation Agreement. The report will be in a form reasonably determined by DHCS. Prior to specifying the form of the report DHCS will confer with representatives of the Plaintiff Subdivisions.
- c) The State and all CA Participating Subdivisions receiving CA Abatement Accounts Funds will track all deposits and expenditures. Each such subdivision is responsible solely for the CA Abatement Accounts Funds it receives. A county is not responsible for oversight, reporting, or monitoring of CA Abatement Accounts Funds received by a city within that county that receives direct payment. Unless otherwise exempt, Subdivisions' expenditures and uses of CA Abatement Accounts Funds and other Settlement Funds will be subject to the normal budgetary and expenditure process of the Subdivision.
- d) Each Plaintiff Subdivision receiving CA Subdivision Funds will track all deposits and expenditures, as required by the Distributor Settlement Agreement and this CA Distributor Allocation Agreement. Among other things, Plaintiff Subdivisions using monies from the CA Subdivision Fund for purposes that do not qualify as Opioid Remediation must identify and include in their annual report, the amount and how such funds were used, including if used to pay attorneys' fees, investigation costs, or litigation costs. Pursuant to Section V(B)(2) of the Distributor Settlement Agreement, such information must also be reported to the Settlement Fund Administrator and the Distributors.
- e) In each year in which DHCS prepares an annual report DHCS will also host a meeting to discuss the annual report and the Opioid Remediation activities being carried out by the State and Participating Subdivisions.

6. Miscellaneous

- a) The State or any CA Participating Subdivision may bring a motion or action in the court where the State has filed its Consent Judgment to enforce the requirements of this CA Distributor Allocation Agreement. Before filing such a motion or action the State will meet and confer with any CA Participating Subdivision that is the subject of the anticipated motion or action, and vice versa.
- b) Except as provided in the Distributor Settlement Agreement, this CA Distributor Allocation Agreement is not enforceable by any party other than the State and the CA Participating Subdivisions. It does not confer any rights or remedies upon, and shall not be enforceable by, any third party.
- c) Except as provided in the CA Distributor Allocation Agreement, if any provision of this agreement or the application thereof to any person, entity, or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this agreement, or the application of such provision to persons, entities, or circumstances other than those as to which it is invalid or unenforceable, will not be affected thereby, and each other provision of this agreement will be valid and enforceable to the fullest extent permitted by law.
- d) Except as provided in the Distributor Settlement Agreement, this agreement shall be governed by and interpreted in accordance with the laws of California.

The undersigned, Roseville city, ACKNOWLEDGES acceptance of this Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds - Distributor Settlement is a requirement to be an Initial Participating Subdivision in the Distributor Settlement and ACCEPTS this Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds - Distributor Settlement.

I swear under penalty of perjury that I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



APPENDIX 1

DISCLAIMER: The allocation percentages herein are estimates only and should not be relied on for decisions regarding legal rights, releases, waivers, or other decisions affecting current or potential legal claims. Percentages shown in the Plaintiff Subdivision Percentage column may change pursuant to Section 4.C. of the California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds—Distributor Settlement, whereas the percentages shown in the Abatement Percentage column should not change. Participating Subdivisions, underlying calculations, and the calculated allocation percentages are subject to change. Regarding the column herein entitled “Abatement Percentage,” pursuant to Section 4.B.e., the State of California will receive the Local Allocation share of any payment to the Settlement Fund that is attributable to a county or city that is eligible to become a CA Participating Subdivision, but that has not, as of the date of that payment to the Settlement Fund, become a Participating Subdivision. Regarding the column herein entitled “Plaintiff Subdivision Percentage,” payments allocated to a Plaintiff Subdivision, which is not an Initial Participating Subdivision, will be re-allocated among the Plaintiff Subdivisions that are Initial Participating Subdivisions. Regarding the column herein entitled “Abatement Percentage,” the annotation of “100%” refers to one-hundred percent (100%) of the California Abatement Account Funds received, pursuant to Section 4.B. Regarding the column herein entitled “Plaintiff Subdivision Percentage,” the annotation of “100%” refers to one-hundred percent (100%) of the California Subdivision Funds received, pursuant to Section 4.C. Regarding the column herein entitled “Weighted Allocation Percentage,” the annotation of “100%” refers to one-hundred percent (100%) of the combined and weighted allocation of the Abatement Percentage and the Plaintiff Subdivision Percentage.

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			100.000%	100.000%	100.000%
Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
County	<i>Alameda County</i>	Alameda	2.332%	2.853%	2.4237952%
City	Alameda	Alameda	0.069%		0.0570162%
City	Albany	Alameda	0.013%		0.0107768%
City	Berkeley	Alameda	0.152%		0.1249656%
City	Dublin	Alameda	0.033%	0.040%	0.0338810%
City	Emeryville	Alameda	0.023%		0.0185765%
City	Fremont	Alameda	0.108%		0.0888576%
City	Hayward	Alameda	0.117%		0.0966218%
City	Livermore	Alameda	0.054%		0.0446740%
City	Newark	Alameda	0.026%		0.0217626%
City	Oakland	Alameda	0.486%	0.595%	0.5055601%
City	Piedmont	Alameda	0.014%		0.0114064%
City	Pleasanton	Alameda	0.067%		0.0554547%
City	San Leandro	Alameda	0.039%		0.0321267%
City	Union City	Alameda	0.043%		0.0352484%
County	<i>Amador County</i>	Amador	0.226%	0.277%	0.2349885%
County	<i>Butte County</i>	Butte	1.615%	1.975%	1.6783178%
City	Chico	Butte	0.216%	0.264%	0.2246499%
City	Oroville	Butte	0.079%		0.0646595%
County	<i>Calaveras County</i>	Calaveras	0.226%	0.277%	0.2351644%
County	<i>Colusa County</i>	Colusa	0.059%		0.0489221%
County	<i>Contra Costa County</i>	Contra Costa	2.102%	2.571%	2.1844585%
City	Antioch	Contra Costa	0.037%		0.0301879%
City	Brentwood	Contra Costa	0.026%		0.0215339%
City	Clayton	Contra Costa	0.002%		0.0018060%
City	Concord	Contra Costa	0.055%		0.0456676%
City	Danville	Contra Costa	0.010%		0.0082255%
City	El Cerrito	Contra Costa	0.023%		0.0189024%
City	Hercules	Contra Costa	0.010%		0.0078273%

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Lafayette	Contra Costa	0.006%		0.0046030%
City	Martinez	Contra Costa	0.012%		0.0098593%
City	Moraga	Contra Costa	0.004%		0.0031007%
City	Oakley	Contra Costa	0.010%		0.0079416%
City	Orinda	Contra Costa	0.005%		0.0038157%
City	Pinole	Contra Costa	0.013%		0.0110909%
City	Pittsburg	Contra Costa	0.053%		0.0436369%
City	Pleasant Hill	Contra Costa	0.013%		0.0106309%
City	Richmond	Contra Costa	0.146%		0.1201444%
City	San Pablo	Contra Costa	0.018%		0.0148843%
City	San Ramon	Contra Costa	0.021%		0.0176459%
City	Walnut Creek	Contra Costa	0.026%		0.0212132%
County	<i>Del Norte County</i>	Del Norte	0.114%	0.140%	0.1189608%
County	<i>El Dorado County</i>	El Dorado	0.768%	0.939%	0.7980034%
City	Placerville	El Dorado	0.015%		0.0127642%
City	South Lake Tahoe	El Dorado	0.081%		0.0665456%
County	<i>Fresno County</i>	Fresno	1.895%	2.318%	1.9693410%
City	Clovis	Fresno	0.065%		0.0536211%
City	Coalinga	Fresno	0.012%		0.0098554%
City	Fresno	Fresno	0.397%		0.3270605%
City	Kerman	Fresno	0.005%		0.0042534%
City	Kingsburg	Fresno	0.008%		0.0066167%
City	Mendota	Fresno	0.002%		0.0019387%
City	Orange Cove	Fresno	0.004%		0.0035607%
City	Parlier	Fresno	0.008%		0.0069755%
City	Reedley	Fresno	0.012%		0.0098804%
City	Sanger	Fresno	0.018%		0.0146135%
City	Selma	Fresno	0.015%		0.0127537%
County	<i>Glenn County</i>	Glenn	0.107%	0.131%	0.1116978%
County	<i>Humboldt County</i>	Humboldt	1.030%	1.260%	1.0703185%

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Arcata	Humboldt	0.054%		0.0447660%
City	Eureka	Humboldt	0.117%	0.143%	0.1216284%
City	Fortuna	Humboldt	0.032%		0.0266837%
County	<i>Imperial County</i>	Imperial	0.258%	0.315%	0.2679006%
City	Brawley	Imperial	0.011%		0.0087986%
City	Calexico	Imperial	0.019%		0.0152799%
City	El Centro	Imperial	0.158%		0.1302522%
City	Imperial	Imperial	0.006%		0.0048791%
County	<i>Inyo County</i>	Inyo	0.073%	0.089%	0.0754413%
County	<i>Kern County</i>	Kern	2.517%	3.079%	2.6159145%
City	Arvin	Kern	0.006%		0.0046425%
City	Bakersfield	Kern	0.212%		0.1747198%
City	California City	Kern	0.009%		0.0070820%
City	Delano	Kern	0.030%		0.0249316%
City	McFarland	Kern	0.003%		0.0025644%
City	Ridgecrest	Kern	0.015%		0.0120938%
City	Shafter	Kern	0.013%		0.0103417%
City	Tehachapi	Kern	0.009%		0.0073580%
City	Wasco	Kern	0.008%		0.0069861%
County	<i>Kings County</i>	Kings	0.293%		0.2413469%
City	Avenal	Kings	0.007%		0.0056335%
City	Corcoran	Kings	0.013%		0.0107032%
City	Hanford	Kings	0.027%		0.0226038%
City	Lemoore	Kings	0.016%		0.0131900%
County	<i>Lake County</i>	Lake	0.795%		0.6545389%
City	Clearlake	Lake	0.041%	0.050%	0.0426253%
City	Lakeport	Lake	0.021%	0.026%	0.0222964%
County	<i>Lassen County</i>	Lassen	0.319%	0.391%	0.3320610%
City	Susanville	Lassen	0.027%		0.0219295%
County	<i>Los Angeles County</i>	Los Angeles	13.896%	16.999%	14.4437559%

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Agoura Hills	Los Angeles	0.005%		0.0040024%
City	Alhambra	Los Angeles	0.042%		0.0343309%
City	Arcadia	Los Angeles	0.033%		0.0267718%
City	Artesia	Los Angeles	0.001%		0.0005100%
City	Azusa	Los Angeles	0.026%		0.0210857%
City	Baldwin Park	Los Angeles	0.027%		0.0218520%
City	Bell	Los Angeles	0.008%		0.0068783%
City	Bellflower	Los Angeles	0.002%		0.0014485%
City	Bell Gardens	Los Angeles	0.014%		0.0114301%
City	Beverly Hills	Los Angeles	0.065%		0.0534897%
City	Burbank	Los Angeles	0.100%		0.0823132%
City	Calabasas	Los Angeles	0.006%		0.0048948%
City	Carson	Los Angeles	0.019%		0.0159805%
City	Cerritos	Los Angeles	0.005%		0.0039682%
City	Claremont	Los Angeles	0.010%		0.0082584%
City	Commerce	Los Angeles	0.000%		0.0002971%
City	Compton	Los Angeles	0.044%		0.0361882%
City	Covina	Los Angeles	0.028%		0.0229127%
City	Cudahy	Los Angeles	0.001%		0.0006020%
City	Culver City	Los Angeles	0.055%		0.0449894%
City	Diamond Bar	Los Angeles	0.001%		0.0006993%
City	Downey	Los Angeles	0.052%		0.0429994%
City	Duarte	Los Angeles	0.003%		0.0027261%
City	El Monte	Los Angeles	0.031%	0.038%	0.0318985%
City	El Segundo	Los Angeles	0.033%		0.0268020%
City	Gardena	Los Angeles	0.034%		0.0278088%
City	Glendale	Los Angeles	0.166%		0.1366586%
City	Glendora	Los Angeles	0.016%		0.0134411%
City	Hawaiian Gardens	Los Angeles	0.005%		0.0040549%
City	Hawthorne	Los Angeles	0.050%		0.0407833%

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Hermosa Beach	Los Angeles	0.018%		0.0145307%
City	Huntington Park	Los Angeles	0.023%		0.0190667%
City	Inglewood	Los Angeles	0.059%		0.0489195%
City	La Cañada Flintridge	Los Angeles	0.003%		0.0025565%
City	Lakewood	Los Angeles	0.005%		0.0039971%
City	La Mirada	Los Angeles	0.010%		0.0081572%
City	Lancaster	Los Angeles	0.045%		0.0369689%
City	La Puente	Los Angeles	0.002%		0.0012999%
City	La Verne	Los Angeles	0.024%		0.0194190%
City	Lawndale	Los Angeles	0.002%		0.0017731%
City	Lomita	Los Angeles	0.004%		0.0031940%
City	Long Beach	Los Angeles	0.439%		0.3614151%
City	Los Angeles	Los Angeles	2.715%	3.321%	2.8218811%
City	Lynwood	Los Angeles	0.016%		0.0134345%
City	Malibu	Los Angeles	0.002%		0.0019269%
City	Manhattan Beach	Los Angeles	0.032%		0.0260686%
City	Maywood	Los Angeles	0.004%		0.0035528%
City	Monrovia	Los Angeles	0.031%		0.0254455%
City	Montebello	Los Angeles	0.030%		0.0250670%
City	Monterey Park	Los Angeles	0.031%		0.0256677%
City	Norwalk	Los Angeles	0.031%		0.0258228%
City	Palmdale	Los Angeles	0.046%		0.0375827%
City	Palos Verdes Estates	Los Angeles	0.006%		0.0053102%
City	Paramount	Los Angeles	0.011%		0.0091483%
City	Pasadena	Los Angeles	0.146%		0.1200524%
City	Pico Rivera	Los Angeles	0.022%		0.0183333%
City	Pomona	Los Angeles	0.111%		0.0911933%
City	Rancho Palos Verdes	Los Angeles	0.002%		0.0012645%
City	Redondo Beach	Los Angeles	0.062%		0.0506992%
City	Rosemead	Los Angeles	0.003%		0.0028260%

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	San Dimas	Los Angeles	0.003%		0.0022016%
City	San Fernando	Los Angeles	0.013%		0.0104837%
City	San Gabriel	Los Angeles	0.018%		0.0147726%
City	San Marino	Los Angeles	0.009%		0.0073791%
City	Santa Clarita	Los Angeles	0.022%		0.0178167%
City	Santa Fe Springs	Los Angeles	0.031%		0.0257531%
City	Santa Monica	Los Angeles	0.158%		0.1298513%
City	Sierra Madre	Los Angeles	0.006%		0.0048646%
City	Signal Hill	Los Angeles	0.010%		0.0084884%
City	South El Monte	Los Angeles	0.005%		0.0039603%
City	South Gate	Los Angeles	0.020%		0.0166272%
City	South Pasadena	Los Angeles	0.012%		0.0095334%
City	Temple City	Los Angeles	0.005%		0.0039498%
City	Torrance	Los Angeles	0.112%		0.0919820%
City	Walnut	Los Angeles	0.006%		0.0047305%
City	West Covina	Los Angeles	0.049%		0.0404521%
City	West Hollywood	Los Angeles	0.013%		0.0108517%
City	Whittier	Los Angeles	0.032%		0.0260581%
County	Madera County	Madera	0.349%	0.427%	0.3630669%
City	Chowchilla	Madera	0.012%		0.0097332%
City	Madera	Madera	0.039%		0.0318441%
County	Marin County	Marin	0.564%	0.690%	0.5861325%
City	Larkspur	Marin	0.015%		0.0124697%
City	Mill Valley	Marin	0.020%		0.0168401%
City	Novato	Marin	0.028%		0.0229824%
City	San Anselmo	Marin	0.009%		0.0078062%
City	San Rafael	Marin	0.089%		0.0729823%
County	Mariposa County	Mariposa	0.084%	0.103%	0.0876131%
County	Mendocino County	Mendocino	0.439%	0.536%	0.4558394%
City	Ukiah	Mendocino	0.039%		0.0317153%

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
County	<i>Merced County</i>	Merced	0.551%	0.674%	0.5724262%
City	Atwater	Merced	0.024%		0.0195846%
City	Livingston	Merced	0.006%		0.0045873%
City	Los Banos	Merced	0.020%		0.0165142%
City	Merced	Merced	0.061%		0.0500762%
County	<i>Modoc County</i>	Modoc	0.065%	0.080%	0.0678250%
County	<i>Mono County</i>	Mono	0.023%	0.029%	0.0242606%
County	<i>Monterey County</i>	Monterey	0.908%	1.111%	0.9437083%
City	Greenfield	Monterey	0.006%		0.0050552%
City	King City	Monterey	0.005%		0.0037355%
City	Marina	Monterey	0.017%		0.0144098%
City	Monterey	Monterey	0.041%		0.0336540%
City	Pacific Grove	Monterey	0.009%		0.0074842%
City	Salinas	Monterey	0.094%		0.0776576%
City	Seaside	Monterey	0.023%		0.0191772%
City	Soledad	Monterey	0.007%		0.0060870%
County	<i>Napa County</i>	Napa	0.288%	0.352%	0.2994325%
City	American Canyon	Napa	0.017%		0.0136869%
City	Napa	Napa	0.078%		0.0642783%
County	<i>Nevada County</i>	Nevada	0.441%	0.539%	0.4579827%
City	Grass Valley	Nevada	0.024%		0.0197805%
City	Truckee	Nevada	0.003%		0.0023843%
County	<i>Orange County</i>	Orange	4.364%	5.339%	4.5363576%
City	Aliso Viejo	Orange	0.014%		0.0113841%
City	Anaheim	Orange	0.554%	0.678%	0.5759282%
City	Brea	Orange	0.086%		0.0708897%
City	Buena Park	Orange	0.087%		0.0714352%
City	Costa Mesa	Orange	0.124%	0.152%	0.1288366%
City	Cypress	Orange	0.033%		0.0271937%
City	Dana Point	Orange	0.001%		0.0005560%

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Fountain Valley	Orange	0.055%		0.0455980%
City	Fullerton	Orange	0.137%	0.168%	0.1425744%
City	Garden Grove	Orange	0.213%		0.1752482%
City	Huntington Beach	Orange	0.247%	0.302%	0.2568420%
City	Irvine	Orange	0.139%	0.170%	0.1442350%
City	Laguna Beach	Orange	0.047%	0.058%	0.0493043%
City	Laguna Hills	Orange	0.014%		0.0115457%
City	Laguna Niguel	Orange	0.001%		0.0007071%
City	Laguna Woods	Orange	0.001%		0.0006546%
City	La Habra	Orange	0.060%	0.073%	0.0621049%
City	Lake Forest	Orange	0.012%		0.0101249%
City	La Palma	Orange	0.012%		0.0095439%
City	Los Alamitos	Orange	0.008%		0.0069190%
City	Mission Viejo	Orange	0.014%		0.0117560%
City	Newport Beach	Orange	0.179%		0.1470134%
City	Orange	Orange	0.150%		0.1231320%
City	Placentia	Orange	0.029%	0.035%	0.0298912%
City	Rancho Santa Margarita	Orange	0.001%		0.0006296%
City	San Clemente	Orange	0.008%	0.010%	0.0086083%
City	San Juan Capistrano	Orange	0.008%		0.0065510%
City	Santa Ana	Orange	0.502%	0.614%	0.5213866%
City	Seal Beach	Orange	0.020%		0.0165891%
City	Stanton	Orange	0.035%		0.0291955%
City	Tustin	Orange	0.073%		0.0600341%
City	Westminster	Orange	0.104%	0.127%	0.1082721%
City	Yorba Linda	Orange	0.044%		0.0362223%
County	Placer County	Placer	1.045%	1.278%	1.0861002%
City	Auburn	Placer	0.017%		0.0141114%
City	Lincoln	Placer	0.031%		0.0255599%
City	Rocklin	Placer	0.076%		0.0625485%

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Roseville	Placer	0.196%		0.1616559%
County	<i>Plumas County</i>	Plumas	0.205%	0.251%	0.2128729%
County	<i>Riverside County</i>	Riverside	4.534%	5.547%	4.7128296%
City	Banning	Riverside	0.017%		0.0143848%
City	Beaumont	Riverside	0.021%		0.0171135%
City	Blythe	Riverside	0.012%		0.0096714%
City	Canyon Lake	Riverside	0.000%		0.0001761%
City	Cathedral City	Riverside	0.067%		0.0553614%
City	Coachella	Riverside	0.021%		0.0173054%
City	Corona	Riverside	0.147%		0.1207083%
City	Desert Hot Springs	Riverside	0.024%		0.0200433%
City	Eastvale	Riverside	0.000%		0.0002747%
City	Hemet	Riverside	0.051%		0.0421792%
City	Indio	Riverside	0.056%		0.0457794%
City	Jurupa Valley	Riverside	0.001%		0.0008991%
City	Lake Elsinore	Riverside	0.021%		0.0172949%
City	La Quinta	Riverside	0.063%		0.0516732%
City	Menifee	Riverside	0.032%		0.0260909%
City	Moreno Valley	Riverside	0.137%		0.1130348%
City	Murrieta	Riverside	0.048%	0.059%	0.0497423%
City	Norco	Riverside	0.016%		0.0134542%
City	Palm Desert	Riverside	0.083%		0.0682465%
City	Palm Springs	Riverside	0.076%		0.0629862%
City	Perris	Riverside	0.009%		0.0076774%
City	Rancho Mirage	Riverside	0.052%		0.0431098%
City	Riverside	Riverside	0.268%		0.2206279%
City	San Jacinto	Riverside	0.010%		0.0085936%
City	Temecula	Riverside	0.022%		0.0180086%
City	Wildomar	Riverside	0.008%		0.0062500%
County	<i>Sacramento County</i>	Sacramento	3.797%	4.645%	3.9465887%

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Citrus Heights	Sacramento	0.057%		0.0465312%
City	Elk Grove	Sacramento	0.130%		0.1066994%
City	Folsom	Sacramento	0.108%		0.0890850%
City	Galt	Sacramento	0.017%		0.0143704%
City	Rancho Cordova	Sacramento	0.008%		0.0067679%
City	Sacramento	Sacramento	0.721%	0.882%	0.7496530%
County	San Benito County	San Benito	0.106%	0.130%	0.1101417%
City	Hollister	San Benito	0.027%		0.0225355%
County	San Bernardino County	San Bernardino	3.259%	3.987%	3.3878124%
City	Adelanto	San Bernardino	0.008%		0.0066640%
City	Apple Valley	San Bernardino	0.025%		0.0207360%
City	Barstow	San Bernardino	0.015%		0.0122056%
City	Chino	San Bernardino	0.064%		0.0525893%
City	Chino Hills	San Bernardino	0.001%		0.0006388%
City	Colton	San Bernardino	0.031%		0.0253443%
City	Fontana	San Bernardino	0.112%		0.0920543%
City	Grand Terrace	San Bernardino	0.006%		0.0051051%
City	Hesperia	San Bernardino	0.035%		0.0291522%
City	Highland	San Bernardino	0.004%		0.0029061%
City	Loma Linda	San Bernardino	0.009%		0.0071188%
City	Montclair	San Bernardino	0.039%		0.0322108%
City	Ontario	San Bernardino	0.179%		0.1472934%
City	Rancho Cucamonga	San Bernardino	0.084%		0.0689431%
City	Redlands	San Bernardino	0.057%		0.0469150%
City	Rialto	San Bernardino	0.073%		0.0603206%
City	San Bernardino	San Bernardino	0.178%		0.1461880%
City	Twentynine Palms	San Bernardino	0.002%		0.0012605%
City	Upland	San Bernardino	0.052%		0.0424460%
City	Victorville	San Bernardino	0.033%		0.0269400%
City	Yucaipa	San Bernardino	0.016%		0.0128772%

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Yucca Valley	San Bernardino	0.003%		0.0021228%
County	<i>San Diego County</i>	San Diego	5.706%	6.980%	5.9309748%
City	Carlsbad	San Diego	0.128%		0.1050485%
City	Chula Vista	San Diego	0.189%	0.231%	0.1961456%
City	Coronado	San Diego	0.044%		0.0359095%
City	El Cajon	San Diego	0.113%		0.0933582%
City	Encinitas	San Diego	0.061%	0.074%	0.0630289%
City	Escondido	San Diego	0.145%		0.1192204%
City	Imperial Beach	San Diego	0.014%		0.0118283%
City	La Mesa	San Diego	0.055%	0.068%	0.0575593%
City	Lemon Grove	San Diego	0.022%		0.0183911%
City	National City	San Diego	0.080%		0.0656808%
City	Oceanside	San Diego	0.213%		0.1753428%
City	Poway	San Diego	0.062%		0.0511040%
City	San Diego	San Diego	1.975%	2.416%	2.0531169%
City	San Marcos	San Diego	0.089%		0.0733897%
City	Santee	San Diego	0.033%		0.0268401%
City	Solana Beach	San Diego	0.017%		0.0138564%
City	Vista	San Diego	0.052%		0.0425144%
Consolidated	<i>San Francisco</i>	San Francisco	3.026%	3.702%	3.1457169%
County	<i>San Joaquin County</i>	San Joaquin	1.680%	2.055%	1.7460399%
City	Lathrop	San Joaquin	0.009%		0.0075394%
City	Lodi	San Joaquin	0.053%		0.0439484%
City	Manteca	San Joaquin	0.054%		0.0443454%
City	Ripon	San Joaquin	0.013%		0.0104219%
City	Stockton	San Joaquin	0.313%	0.383%	0.3256176%
City	Tracy	San Joaquin	0.084%		0.0692047%
County	<i>San Luis Obispo County</i>	San Luis Obispo	0.816%	0.999%	0.8484126%
City	Arroyo Grande	San Luis Obispo	0.024%		0.0199053%
City	Atascadero	San Luis Obispo	0.029%		0.0240680%

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	El Paso de Robles (Paso Robles)	San Luis Obispo	0.043%		0.0353456%
City	Grover Beach	San Luis Obispo	0.017%		0.0137881%
City	Morro Bay	San Luis Obispo	0.020%		0.0160922%
City	San Luis Obispo	San Luis Obispo	0.077%		0.0637841%
County	<i>San Mateo County</i>	San Mateo	1.074%	1.313%	1.1159599%
City	Belmont	San Mateo	0.021%		0.0169860%
City	Burlingame	San Mateo	0.019%		0.0152537%
City	Daly City	San Mateo	0.044%		0.0363880%
City	East Palo Alto	San Mateo	0.013%		0.0103982%
City	Foster City	San Mateo	0.020%		0.0166101%
City	Half Moon Bay	San Mateo	0.004%		0.0031638%
City	Hillsborough	San Mateo	0.013%		0.0110029%
City	Menlo Park	San Mateo	0.015%		0.0126209%
City	Millbrae	San Mateo	0.013%		0.0105836%
City	Pacifica	San Mateo	0.016%		0.0130625%
City	Redwood City	San Mateo	0.056%		0.0463511%
City	San Bruno	San Mateo	0.021%		0.0172161%
City	San Carlos	San Mateo	0.013%		0.0108885%
City	San Mateo	San Mateo	0.052%		0.0425841%
City	South San Francisco	San Mateo	0.043%		0.0353943%
County	<i>Santa Barbara County</i>	Santa Barbara	1.132%	1.385%	1.1768968%
City	Carpinteria	Santa Barbara	0.001%		0.0008938%
City	Goleta	Santa Barbara	0.004%		0.0028969%
City	Lompoc	Santa Barbara	0.047%		0.0389379%
City	Santa Barbara	Santa Barbara	0.122%		0.1004559%
City	Santa Maria	Santa Barbara	0.058%		0.0479179%
County	<i>Santa Clara County</i>	Santa Clara	2.404%	2.941%	2.4987553%
City	Campbell	Santa Clara	0.014%		0.0112566%
City	Cupertino	Santa Clara	0.008%		0.0066824%
City	Gilroy	Santa Clara	0.025%		0.0202891%

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Los Altos	Santa Clara	0.013%		0.0103338%
City	Los Gatos	Santa Clara	0.013%		0.0103220%
City	Milpitas	Santa Clara	0.036%		0.0298120%
City	Morgan Hill	Santa Clara	0.015%		0.0124619%
City	Mountain View	Santa Clara	0.041%		0.0334608%
City	Palo Alto	Santa Clara	0.039%		0.0323080%
City	San Jose	Santa Clara	0.294%	0.360%	0.3054960%
City	Santa Clara	Santa Clara	0.067%		0.0549723%
City	Saratoga	Santa Clara	0.004%		0.0034161%
City	Sunnyvale	Santa Clara	0.053%		0.0434069%
County	<i>Santa Cruz County</i>	Santa Cruz	0.783%	0.957%	0.8135396%
City	Capitola	Santa Cruz	0.020%		0.0168191%
City	Santa Cruz	Santa Cruz	0.143%		0.1180348%
City	Scotts Valley	Santa Cruz	0.015%		0.0126525%
City	Watsonville	Santa Cruz	0.063%		0.0520136%
County	<i>Shasta County</i>	Shasta	1.095%	1.339%	1.1380191%
City	Anderson	Shasta	0.024%		0.0198896%
City	Redding	Shasta	0.284%		0.2334841%
City	Shasta Lake	Shasta	0.004%		0.0031993%
County	<i>Siskiyou County</i>	Siskiyou	0.228%	0.279%	0.2373393%
County	<i>Solano County</i>	Solano	0.760%		0.6260795%
City	Benicia	Solano	0.031%		0.0253903%
City	Dixon	Solano	0.016%		0.0130849%
City	Fairfield	Solano	0.109%		0.0897317%
City	Suisun City	Solano	0.021%		0.0176183%
City	Vacaville	Solano	0.119%		0.0976497%
City	Vallejo	Solano	0.167%		0.1373644%
County	<i>Sonoma County</i>	Sonoma	1.218%	1.490%	1.2661290%
City	Healdsburg	Sonoma	0.032%		0.0266929%
City	Petaluma	Sonoma	0.081%		0.0667507%

APPENDIX 1

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Rohnert Park	Sonoma	0.041%		0.0340759%
City	Santa Rosa	Sonoma	0.184%		0.1519070%
City	Sonoma	Sonoma	0.022%		0.0183438%
City	Windsor	Sonoma	0.016%		0.0129298%
County	<i>Stanislaus County</i>	Stanislaus	1.722%		1.4182273%
City	Ceres	Stanislaus	0.041%		0.0340260%
City	Modesto	Stanislaus	0.217%		0.1788759%
City	Newman	Stanislaus	0.006%		0.0046964%
City	Oakdale	Stanislaus	0.018%		0.0145531%
City	Patterson	Stanislaus	0.015%		0.0126590%
City	Riverbank	Stanislaus	0.010%		0.0085699%
City	Turlock	Stanislaus	0.065%		0.0531966%
County	<i>Sutter County</i>	Sutter	0.306%	0.374%	0.3179548%
City	Yuba City	Sutter	0.074%		0.0606242%
County	<i>Tehama County</i>	Tehama	0.213%	0.261%	0.2216654%
City	Red Bluff	Tehama	0.014%		0.0117771%
County	<i>Trinity County</i>	Trinity	0.082%	0.101%	0.0855476%
County	<i>Tulare County</i>	Tulare	0.809%	0.990%	0.8410949%
City	Dinuba	Tulare	0.014%		0.0116929%
City	Exeter	Tulare	0.004%		0.0032479%
City	Farmersville	Tulare	0.003%		0.0027879%
City	Lindsay	Tulare	0.007%		0.0057111%
City	Porterville	Tulare	0.021%		0.0171845%
City	Tulare	Tulare	0.037%		0.0302273%
City	Visalia	Tulare	0.066%		0.0545872%
County	<i>Tuolumne County</i>	Tuolumne	0.486%	0.594%	0.5047621%
County	<i>Ventura County</i>	Ventura	2.192%	2.681%	2.2781201%
City	Camarillo	Ventura	0.002%		0.0012815%
City	Fillmore	Ventura	0.002%		0.0020294%
City	Moorpark	Ventura	0.008%		0.0067337%

APPENDIX 1

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Oxnard	Ventura	0.156%	0.190%	0.1617338%
City	Port Hueneme	Ventura	0.021%		0.0174145%
City	San Buenaventura (Ventura)	Ventura	0.085%		0.0702181%
City	Santa Paula	Ventura	0.014%		0.0119072%
City	Simi Valley	Ventura	0.065%		0.0533043%
City	Thousand Oaks	Ventura	0.022%		0.0179902%
County	<i>Yolo County</i>	Yolo	0.357%	0.437%	0.3713319%
City	Davis	Yolo	0.055%		0.0451747%
City	West Sacramento	Yolo	0.066%		0.0544321%
City	Woodland	Yolo	0.058%		0.0477904%
County	<i>Yuba County</i>	Yuba	0.214%	0.262%	0.2225679%
City	Marysville	Yuba	0.014%		0.0112079%

APPENDIX 2

Cost Reimbursement Procedure

1. Additional defined terms:

- a) *Costs* means the reasonable amounts paid for the attorney and other City Attorney and County Counsel staff time for individuals employed by a Plaintiff Subdivision at the contractual rate, inclusive of benefits and overhead, together with amounts paid for court reporters, experts, copying, electronic research, travel, vendors, and the like, which were paid or incurred (i) prior to July 21, 2021 in litigation against any Opioid Defendant and/or (ii) in negotiating and drafting this CA Distributor Allocation Agreement. Costs does not include attorneys' fees, costs, or expenses incurred by private contingency fee counsel. No part of the CA Abatement Accounts Fund will be used to reimburse Costs.
- b) *First Claims Date* means October 1, 2023 or when all applications for reimbursement of Costs, in whole or in part, from funds available under Section X and Exhibit R of the Distributor Settlement Agreement or Section XI and Exhibit R of the Janssen Settlement Agreement, have been finally determined under the provisions of those agreements, whichever comes first.
- c) *Special Master* means a retired judicial officer or former public lawyer, not presently employed or retained by a Plaintiff Subdivision, who will aggregate, review, and determine the reasonable Costs to be awarded to each Plaintiff Subdivision that submits a claim for reimbursement of Costs. The Special Master will be selected by a majority vote of the votes cast by Plaintiff Subdivisions, with each such subdivision having one vote.
- d) *Plaintiff Subdivision Committee* means the committee of Plaintiff Subdivisions that will review and approve the invoices submitted by the Special Master reflecting his or her reasonable time and expenses.

2. Cost Reimbursement to Plaintiff Subdivision

- a) Purpose. Substantial resources have been expended to hold Opioid Defendants accountable for creating and profiting from the opioid crisis, and this effort has been a significant catalyst in creating a National Opioid Settlement with Distributors, Johnson & Johnson, and others.
- b) Claims Procedure.
 - i. If a Plaintiff Subdivision is eligible to seek reimbursement of Costs, in whole or in part, from funds available under Section X or Exhibit R of the Distributor Settlement Agreement or Section XI or Exhibit R of the Janssen Settlement Agreement, it must first make a timely application for reimbursement from such funds. To allow sufficient time for determination of those applications, no claim for

Costs to the CA Subdivision Fund under this Agreement may be made before the First Claims Date.

- ii. A Plaintiff Subdivision that wishes to be reimbursed from the CA Subdivision Fund must submit a claim to the Special Master no later than forty-five (45) days after the First Claims Date. The Special Master will then compile and redistribute the aggregated claim totals for each Plaintiff Subdivision via email to representatives of all the Plaintiff Subdivisions. A claim for attorney and staff time must list, for each attorney or staff member included in the claim, the following information: name, title, total hours claimed, hourly rate (including, if sought, benefits and share of overhead), and narrative summarizing the general nature of the work performed by the attorney or staff member. For reimbursement of “hard” costs, the subdivision may aggregate across a category (e.g., total for travel costs). It is the intention of the Plaintiff Subdivisions that submission of documents related to reimbursement of Costs does not waive any attorney-client privilege or exemptions to the California Public Records Act.
- iii. The Special Master may request, at his or her sole option, additional documents or details to assist in the final award of Costs.
- iv. The Special Master will review claims for reasonableness and will notify each Plaintiff Subdivision of the final determination of its claim, and will provide a list of all final awards to all Plaintiff Subdivisions by email or, upon request, via First Class U.S. Mail. Any Plaintiff Subdivision may ask the Special Master to reconsider any final award within twenty-one (21) days. The Special Master will make a final determination on any such reconsideration request within thirty (30) days of receipt.
- v. Any decision of the Special Master is final and binding, and will be considered under the California Arbitration Act, Code of Civil Procedure section 1280 et seq. as a final arbitration award. Nothing in this agreement is intended to expand the scope of judicial review of the final award for errors of fact or law, and the Parties agree that they may only seek to vacate the award if clear and convincing evidence demonstrates one of the factors set forth in Code of Civil Procedure, section 1286.2, subdivision (a). Plaintiff Subdivisions will have fourteen (14) days after all final awards are made, together with any final determination of a request for reconsideration, to seek review in the Superior Court of California, pursuant to Code of Civil Procedure, section 1285, where the State has filed its Consent Judgment.
- vi. The Special Master will prepare a report of Costs that includes his or her fees and expenses at least ninety (90) days before the Payment Date for each Annual Payment. The Special Master’s preparation of a report of Costs does not discharge a Plaintiff Subdivision’s reporting requirement under Section V.B.2 of the Distributor Agreement.
- vii. A member of the Plaintiff Subdivision Committee, which is a CA Participating Subdivision, will submit to the Settlement Fund Administrator and the Distributors a

report of the fees and expenses incurred by the Special Master pursuant to Section V.B.2 of the Distributor Agreement.

c) Claims Priority and Limitation.

- i. The Special Master will submit invoices for compensation of reasonable fees and expenses to the Plaintiff Subdivision Committee no later than ninety (90) days prior to the Payment Date for each Annual Payment. The Plaintiff Subdivision Committee will promptly review and, if reasonable, approve the Special Master's invoice for compensation. The Plaintiff Subdivision Committee will submit approved invoices to the Settlement Fund Administrator for payment. The Special Master's approved invoices have priority and will be paid first from the CA Subdivision Fund before any award of Costs, subject to the limitation in Section 2.c.v below.
- ii. Final Awards of Costs that do not exceed seventy-five thousand dollars (\$75,000.00) will be paid next in priority after the Special Master's approved invoices.
- iii. Final Awards of Costs in excess of seventy-five thousand dollars (\$75,000.00) will be paid proportionally from the funds remaining in that year's Annual Payment.
- iv. Any claim for Costs that is not paid in full will be allocated against the next year's distribution from the CA Subdivision Fund, until all approved claims for Costs are paid in full.
- v. In no event will more than 50% of the total CA Subdivision Fund received in any year be used to pay Costs or the Special Master's approved invoices.
- vi. In no event shall more than \$28 million of the total CA Subdivision Funds paid pursuant to the Distributor Settlement Agreement and the Janssen Settlement Agreement be used to pay Costs.

d) Collateral Source Payments and Third-Party Settlement.

- i. In the event a Plaintiff Subdivision is awarded compensation, in whole or in part, by any source of funds created as a result of litigation against an Opioid Defendant for its reasonable Costs, it will reduce its claim for Costs from the CA Subdivision Fund by that amount. If a Plaintiff Subdivision has already received a final award of Costs from the CA Subdivision Fund, it will repay the fund up to the prior award of Costs via a payment to the Settlement Fund Administrator or notify the Settlement Fund Administrator that its allocation from the next and subsequent Annual Payments should be reduced accordingly. If the Plaintiff Subdivision is repaying any prior award of Costs, that repayment will occur as soon as is feasible after the Plaintiff Subdivision's receipt of Cost funds from the collateral source, but no more than 90 days after its receipt from the collateral source. The Settlement Fund Administrator will add any repaid Costs to the CA Subdivision Fund.

- ii. In the event a Plaintiff Subdivision reaches a monetary settlement or compromise against any Opioid Defendant outside of the National Opioid Settlement, the monetary portion of such settlement, net of fees paid to outside contingency fee counsel and of funds earmarked strictly for abatement, will be credited against its Costs and the subdivision will be ineligible to recover those credited Costs from the CA Subdivision Fund. Plaintiff Subdivisions negotiating monetary settlements or compromises against any Opioid Defendant outside of the National Opioid Settlement will negotiate for funds to repay any Costs it previously received from the CA Subdivision Fund or for Costs it otherwise might be eligible to claim from the CA Subdivision Fund. If such a settlement is paid after all final approved claims for Costs by all Plaintiff Subdivisions are satisfied in full, the settling subdivision will reimburse the CA Subdivision Fund in that amount by making payment to the Settlement Fund Administrator to add to the CA Subdivision Fund in a manner consistent with the repayments described in section 2.d.i above.

APPENDIX 3

CALIFORNIA-SUBDIVISION BACKSTOP AGREEMENT

On August 6, 2021, Judge Polster of the US District Court for the Northern District of Ohio issued an Order (the Order), docket number 3814, in In Re National Prescription Opiate Litigation, MDL 2804, addressing contingent attorney fee contracts between political subdivisions eligible to participate in the Distributors Settlement and their counsel.

In light of the Order, and at the request of [SUBDIVISION], the [SUBDIVISION], its counsel [COUNSEL], and the California Attorney General, on behalf of the State of California, are entering into this California-Subdivision Backstop Agreement (Backstop Agreement).

[SUBDIVISION] and [COUNSEL] intend this Backstop Agreement to constitute a State Back-Stop Agreement as that term is used in the Order and in Exhibit R (Agreement on Attorneys' Fees, Expenses and Costs) of the Distributor Settlement Agreement.

Pursuant to this Backstop Agreement, [SUBDIVISION] may, subject to the limitations of the Distributor Settlement Agreement and CA Distributor Allocation Agreement, as well as any other limitations imposed by law, use funds that it receives from the Distributor Settlement CA Subdivision Fund to pay a contingent fee to [COUNSEL]. Any such payment from [SUBDIVISION] to [COUNSEL], together with any contingency fees that [COUNSEL] may receive from the national Attorney Fee Fund, will not exceed a total contingency fee of [PERCENTAGE NOT TO EXCEED 15%] of the total gross recovery of [SUBDIVISION] from the Distributors Settlement.

[COUNSEL] certify that they first sought fees and costs from the Attorney Fee Fund created under the Distributor Settlement Agreement before seeking or accepting payment under this backstop agreement. [COUNSEL] further certify that they are not seeking and will not accept payment under this backstop agreement of any litigation fees or costs that have been reimbursed through prior settlements or judgments.

The Attorney General is executing this agreement solely because the definition of "State Back-Stop Agreement" in Exhibit R of the Distributor Settlement Agreement requires such agreements to be between "a Settling State" and private counsel for a participating subdivision. Neither the California Attorney General nor the State of California have any obligations under this Backstop Agreement, and this Backstop Agreement does not require the payment of any state funds to [SUBDIVISION], [COUNSEL], or any other party.

[DATE]

[SUBDIVISION SIGNATURE BLOCK]

[DATE]

[COUNSEL SIGNATURE BLOCK]

[DATE]

[ATTORNEY GENERAL SIGNATURE BLOCK]

Settlement Participation Form

Governmental Entity: Roseville city	State: CA
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“Governmental Entity”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 (“Janssen Settlement”), and acting through the undersigned authorized official, hereby elects to participate in the Janssen Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Janssen Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Janssen Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Janssen Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Janssen Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Janssen Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Janssen Settlement.
7. The Governmental Entity has the right to enforce the Janssen Settlement as provided therein.



8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Janssen Settlement, including but not limited to all provisions of Section IV (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Janssen Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Janssen Settlement shall be a complete bar to any Released Claim.
9. In connection with the releases provided for in the Janssen Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Janssen Settlement.

10. Nothing herein is intended to modify in any way the terms of the Janssen Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Janssen Settlement in any respect, the Janssen Settlement controls.



I swear under penalty of perjury that I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



**Proposed California State-Subdivision Agreement
Regarding Distribution and Use of
Settlement Funds – Janssen Settlement**

1. Introduction

Pursuant to the Janssen Settlement Agreement, dated as of July 21, 2021, and any revision thereto (the “Janssen Settlement Agreement”), including Section VI and Exhibit O, the State of California proposes this agreement (the “CA Janssen Allocation Agreement”) to govern the allocation, distribution, and use of Settlement Fund payments made to California pursuant to Sections V and VI of the Janssen Settlement Agreement.¹ For the avoidance of doubt, this agreement does not apply to payments made pursuant to Sections X or XI of the Janssen Settlement Agreement.

Pursuant to Exhibit O, Paragraph 4, of the Janssen Settlement Agreement, acceptance of this CA Janssen Allocation Agreement is a requirement to be an Initial Participating Subdivision.

2. Definitions

- a) *CA Participating Subdivision* means a Participating Subdivision that is also (a) a Plaintiff Subdivision and/or (b) a Primary Subdivision with a population equal to or greater than 10,000. For the avoidance of doubt, eligible CA Participating Subdivisions are those California subdivisions listed in Exhibit C (excluding Litigating Special Districts) and/or Exhibit I to the Janssen Settlement Agreement.
- b) *Distributor Settlement Agreement* means the Distributor Settlement Agreement dated July 21, 2021, and any revision thereto.
- c) *CA Litigating Special District* means a Litigating Special District located in California. CA Litigating Special Districts include Downey Unified School District, Elk Grove Unified School District, Kern High School District, Montezuma Fire Protection District (located in Stockton, California), Santa Barbara San Luis Obispo Regional Health Authority, Inland Empire Health Plan, Health Plan of San Joaquin, and LA Care Health Plan.
- d) *Plaintiff Subdivision* means a Subdivision located in California, other than a CA Litigating Special District, that filed a lawsuit, on behalf of the Subdivision and/or through an official of the Subdivision on behalf of the People of the State of California, against one or more Opioid Defendants prior to October 1, 2020.
- e) *Opioid Defendant* means any defendant (including but not limited to Johnson & Johnson, Janssen Pharmaceuticals, Inc., Purdue Pharma L.P., Cardinal Health, Inc.,

¹ A parallel but separate agreement (the “CA Distributor Allocation Agreement”) will govern the allocation, distribution, and use of settlement fund payments under the Distributor Settlement Agreement. An eligible Subdivision may elect to participate in either the Distributor Settlement or the Janssen Settlement, or in both.

AmerisourceBergen Corporation, and McKesson Corporation) named in a lawsuit seeking damages, abatement, or other remedies related to or caused by the opioid public health crisis in any lawsuit brought by any state or local government on or before October 1, 2020.

3. General Terms

This agreement is subject to the requirements of the Janssen Settlement Agreement, as well as applicable law, and the Janssen Settlement Agreement governs over any inconsistent provision of this CA Janssen Allocation Agreement. Terms used in this CA Janssen Allocation Agreement have the same meaning as in the Janssen Settlement Agreement unless otherwise defined herein.

Pursuant to Section VI(D)(1) of the Janssen Settlement Agreement, (a) all Settlement Fund payments will be used for Opioid Remediation, except as allowed by Section VI(B)(2) of the Janssen Settlement Agreement; and (b) at least seventy percent (70%) of Settlement Fund payment amounts will be used solely for future Opioid Remediation.

4. State Allocation

The Settlement Fund payments to California,² pursuant to the Janssen Settlement Agreement, shall be allocated as follows: 15% to the State Fund; 70% to the Abatement Accounts Fund; and 15% to the Subdivision Fund. For the avoidance of doubt, all funds allocated to California from the Settlement Fund shall be combined pursuant to this CA Janssen Allocation Agreement, and 15% of that total shall be allocated to the State of California (the “State of California Allocation”), 70% to the California Abatement Accounts Fund (“CA Abatement Accounts Fund”), and 15% to the California Subdivision Fund (“CA Subdivision Fund”).

A. State of California Allocation

Fifteen percent of the total Settlement Fund payments will be allocated to the State and used by the State for future Opioid Remediation.

B. CA Abatement Accounts Fund

i. Allocation of CA Abatement Accounts Funds

- a) Seventy percent of the total Settlement Fund payments will be allocated to the CA Abatement Accounts Fund. The funds in the CA Abatement Accounts Fund will be allocated based on the allocation model developed in connection with the proposed negotiating class in the National Prescription Opiate Litigation (MDL No. 2804), as adjusted to reflect only those cities and counties that are eligible, based on population or litigation status, to become a CA Participating Subdivision. The percentage from the CA

² For purposes of clarity, use of the term “California” refers to the geographic territory of California and the state and its local governments therein. The term “State” or “State of California” refers to the State of California as a governmental unit.

Abatement Accounts Fund allocated to each CA Participating Subdivision is set forth in Appendix 1 in the column entitled abatement percentage (the “Local Allocation”). For the avoidance of doubt, CA Litigating Special Districts and California towns, cities, and counties with a population less than 10,000 are not eligible to receive an allocation of CA Abatement Accounts Funds.

- b) A CA Participating Subdivision that is a county, or a city and county, will be allocated its Local Allocation share as of the date on which it becomes a Participating Subdivision, and will receive payments as provided in the Janssen Settlement Agreement.
- c) A CA Participating Subdivision that is a city will be allocated its Local Allocation share as of the date on which it becomes a Participating Subdivision. The Local Allocation share for a city that is a CA Participating Subdivision will be paid to the county in which the city is located, rather than to the city, so long as: (a) the county is a CA Participating Subdivision, and (b) the city has not advised the Settlement Fund Administrator that it requests direct payment at least 60 days prior to a Payment Date. A Local Allocation share allocated to a city but paid to a county is not required to be spent exclusively for abatement activities in that city, but will become part of the county’s share of the CA Abatement Accounts Funds, which will be used in accordance with Section 4.B.ii (Use of CA Abatement Accounts Funds) and reported on in accordance with Section 4.B.iii (CA Abatement Accounts Fund Oversight).
- d) A city within a county that is a CA Participating Subdivision may opt in or out of direct payment at any time, and it may also elect direct payment of only a portion of its share, with the remainder going to the county, by providing notice to the Settlement Fund Administrator at least 60 days prior to a Payment Date. For purposes of this CA Janssen Allocation Agreement, the Cities of Los Angeles, Oakland, San Diego, San Jose and Eureka will be deemed to have elected direct payment if they become Participating Subdivisions.
- e) The State will receive the Local Allocation share of any payment to the Settlement Fund that is attributable to a county or city that is eligible to become a CA Participating Subdivision, but that has not, as of the date of that payment to the Settlement Fund, become a Participating Subdivision.
- f) Funds received by a CA Participating Subdivision, and not expended or encumbered within five years of receipt and in accordance with the Janssen Settlement Agreement and this CA Janssen Allocation Agreement shall be transferred to the State; provided however, that CA Participating Subdivisions have seven years to expend or encumber CA Abatement Accounts Funds designated to support capital outlay projects before they must be transferred to the State. This provision shall not apply to the Cost Reimbursement Funds, which shall be controlled by Appendix 2.

ii. Use of CA Abatement Accounts Funds

- a) The CA Abatement Accounts Funds will be used for future Opioid Remediation in one or more of the areas described in the List of Opioid Remediation Uses, which is Exhibit E to the Janssen Settlement Agreement.
- b) In addition to this requirement, no less than 50% of the funds received by a CA Participating Subdivision from the Abatement Accounts Fund in each calendar year will be used for one or more of the following High Impact Abatement Activities:
 - (1) the provision of matching funds or operating costs for substance use disorder facilities within the Behavioral Health Continuum Infrastructure Program;
 - (2) creating new or expanded Substance Use Disorder (“SUD”) treatment infrastructure;
 - (3) addressing the needs of communities of color and vulnerable populations (including sheltered and unsheltered homeless populations) that are disproportionately impacted by SUD;
 - (4) diversion of people with SUD from the justice system into treatment, including by providing training and resources to first and early responders (sworn and non-sworn) and implementing best practices for outreach, diversion and deflection, employability, restorative justice, and harm reduction; and/or
 - (5) interventions to prevent drug addiction in vulnerable youth.
- c) The California Department of Health Care Services (“DHCS”) may add to this list (but not delete from it) by designating additional High Impact Abatement Activities. DHCS will make reasonable efforts to consult with stakeholders, including the CA Participating Subdivisions, before adding additional High Impact Abatement Activities to this list.
- d) For the avoidance of doubt, and subject to the requirements of the Janssen Settlement Agreement and applicable law, CA Participating Subdivisions may form agreements or ventures, or otherwise work in collaboration with, federal, state, local, tribal or private sector entities in pursuing Opioid Remediation activities funded from the CA Abatement Accounts Fund. Further, provided that all CA Abatement Accounts Funds are used for Opioid Remediation consistent with the Janssen Settlement Agreement and this CA Janssen Allocation Agreement, a county and any cities or towns within the county may agree to reallocate their respective shares of the CA Abatement Accounts Funds among themselves, provided that any direct distribution may only be to a CA Participating Subdivision and any CA Participating Subdivision must agree to their share being reallocated.

iii. CA Abatement Accounts Fund Oversight

- a) Pursuant to Section 5 below, CA Participating Subdivisions receiving settlement funds must prepare and file reports annually regarding the use of those funds. DHCS may regularly review the reports prepared by CA Participating Subdivisions about the use of CA Abatement Accounts Funds for compliance with the Janssen Settlement Agreement and this CA Janssen Allocation Agreement.
- b) If DHCS determines that a CA Participating Subdivision's use of CA Abatement Accounts Funds is inconsistent with the Janssen Settlement Agreement or this CA Janssen Allocation Agreement, whether through review of reports or information from any other sources, DHCS shall send a request to meet and confer with the CA Participating Subdivision. The parties shall meet and confer in an effort to resolve the concern.
- c) If the parties are unable to reach a resolution, DHCS may conduct an audit of the Subdivision's use of the CA Abatement Accounts Funds within one year of the request to meet and confer, unless the parties mutually agree in writing to extend the meet and confer time frame.
- d) If the concern still cannot be resolved, the State may bring a motion or action in the court where the State has filed its Consent Judgment to resolve the concern or otherwise enforce the requirements of the Janssen Settlement Agreement or this CA Janssen Allocation Agreement. However, in no case shall any audit be conducted, or motion be brought, as to a specific expenditure of funds, more than five years after the date on which the expenditure of the funds was reported to DHCS, in accordance with this agreement.
- e) Notwithstanding the foregoing, this Agreement does not limit the statutory or constitutional authority of any state or local agency or official to conduct audits, investigations, or other oversight activities, or to pursue administrative, civil, or criminal enforcement actions.

C. CA Subdivision Fund

- i. Fifteen percent of the total Settlement Fund payments will be allocated to the CA Subdivision Fund. All funds in the CA Subdivision Fund will be allocated among the Plaintiff Subdivisions that are Initial Participating Subdivisions. The funds will be used, subject to any limits imposed by the Janssen Settlement Agreement and this CA Janssen Allocation Agreement, to fund future Opioid Remediation and reimburse past opioid-related expenses, which may include fees and expenses related to litigation, and to pay the reasonable fees and expenses of the Special Master as set forth in Appendix 2.

The CA Subdivision Funds will be allocated as follows:

- a) First, funds in the CA Subdivision Fund shall be used to pay the Special Master's reasonable fees and expenses in accordance with the procedures and limitations set forth in Appendix 2 to this document;
- b) Second, funds will be allocated to Plaintiff Subdivisions that are Initial Participating Subdivisions that have been awarded Costs, as defined by and in accordance with the procedures and limitations set forth in Appendix 2 to this document.
- c) Funds remaining in the CA Subdivision Fund, which shall consist of no less than 50% of the total CA Subdivision Fund received in any year pursuant to Appendix 2, Section 2.c.v, will be distributed to Plaintiff Subdivisions that are Initial Participating Subdivisions, in relative proportion to the Local Allocation. These funds shall be used to fund future opioid-related projects and to reimburse past opioid-related expenses, which may include fees and expenses related to litigation against any Opioid Defendant.

D. Provision for State Back-Stop Agreement

On August 6, 2021, Judge Dan Polster of the U.S. District Court, Northern District of Ohio, Eastern Division, issued an order (ECF Docket Number 3814) ("MDL Fees Order") in the National Prescription Opiate Litigation (MDL No. 2804) "cap[ping] all applicable contingent fee agreements at 15%." Private counsel representing Plaintiff Subdivisions should seek its contingency fees and costs from the Attorney Fee Fund or Cost Funds under the Janssen Settlement Agreement and, if applicable, the Distributor Settlement Agreement.

A Plaintiff Subdivision may separately agree to use its share of the CA Subdivision Fund to pay for fees or costs incurred by its contingency-fee counsel ("State Back-Stop Agreement"), pursuant to Exhibit R, section I(R), of the Janssen Settlement Agreement and the MDL Fees Order, so long as such contingency fees do not exceed a total contingency fee of 15% of the total gross recovery of the Plaintiff Subdivision pursuant to the Janssen Settlement, and if applicable, the Distributor Settlement, inclusive of contingency fees from the national Attorney Fee Fund and this State Back-Stop Agreement. Before seeking fees or litigation costs and expenses from a State Back-Stop Agreement, private counsel representing Plaintiff Subdivisions must first seek contingency fees and costs from the Attorney Fee Fund or Cost Funds created under the Janssen Settlement Agreement and, if applicable, the Distributor Settlement Agreement. Further, private counsel may only seek reimbursement for litigation fees and costs that have not previously been reimbursed through prior settlements or judgments.

To effectuate a State Back-Stop Agreement pursuant to this section, an agreement in the form of Appendix 3 may be entered into by a Plaintiff Subdivision, private counsel, and the California Office of the Attorney General. The California Office of the Attorney General shall, upon the request of a Plaintiff Subdivision, execute any agreement executed by a Plaintiff Subdivision and its private counsel if it is in the form of Appendix 3. The California Office of the Attorney

General will also consider requests from Plaintiff Subdivisions to execute and enter into agreements presented in other forms.

For the avoidance of doubt, this agreement does not require a Plaintiff Subdivision to request or enter into a State Back-Stop Agreement, and no State Back-Stop Agreement shall impose any duty or obligation on the State of California or any of its agencies or officers, including without limitation the Attorney General.

5. State and Subdivision Reporting

- a) DHCS will prepare an annual written report regarding the State's use of funds from the settlement until those funds are fully expended and for one year thereafter. These reports will be made publicly available on the DHCS web site.
- b) Each CA Participating Subdivision that receives payments of funds from the settlement will prepare written reports at least annually regarding the use of those funds, until those funds are fully expended and for one year thereafter. These reports will also include a certification that all funds that the CA Participating Subdivision has received through the settlement have been used in compliance with the Janssen Settlement Agreement and this CA Janssen Allocation Agreement. The report will be in a form reasonably determined by DHCS. Prior to specifying the form of the report DHCS will confer with representatives of the Plaintiff Subdivisions.
- c) The State and all CA Participating Subdivisions receiving CA Abatement Accounts Funds will track all deposits and expenditures. Each such subdivision is responsible solely for the CA Abatement Accounts Funds it receives. A county is not responsible for oversight, reporting, or monitoring of CA Abatement Accounts Funds received by a city within that county that receives direct payment. Unless otherwise exempt, Subdivisions' expenditures and uses of CA Abatement Accounts Funds and other Settlement Funds will be subject to the normal budgetary and expenditure process of the Subdivision.
- d) Each Plaintiff Subdivision receiving CA Subdivision Funds will track all deposits and expenditures, as required by the Janssen Settlement Agreement and this CA Janssen Allocation Agreement. Among other things, Plaintiff Subdivisions using monies from the CA Subdivision Fund for purposes that do not qualify as Opioid Remediation must identify and include in their annual report, the amount and how such funds were used, including if used to pay attorneys' fees, investigation costs, or litigation costs. Pursuant to Section VI(B)(2) of the Janssen Settlement Agreement, such information must also be reported to the Settlement Fund Administrator and Janssen.
- e) In each year in which DHCS prepares an annual report DHCS will also host a meeting to discuss the annual report and the Opioid Remediation activities being carried out by the State and Participating Subdivisions.

6. Miscellaneous

- a) The State or any CA Participating Subdivision may bring a motion or action in the court where the State has filed its Consent Judgment to enforce the requirements of this CA Janssen Allocation Agreement. Before filing such a motion or action the State will meet and confer with any CA Participating Subdivision that is the subject of the anticipated motion or action, and vice versa.
- b) Except as provided in the Janssen Settlement Agreement, this CA Janssen Allocation Agreement is not enforceable by any party other than the State and the CA Participating Subdivisions. It does not confer any rights or remedies upon, and shall not be enforceable by, any third party.
- c) Except as provided in the CA Janssen Allocation Agreement, if any provision of this agreement or the application thereof to any person, entity, or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this agreement, or the application of such provision to persons, entities, or circumstances other than those as to which it is invalid or unenforceable, will not be affected thereby, and each other provision of this agreement will be valid and enforceable to the fullest extent permitted by law.
- d) Except as provided in the Janssen Settlement Agreement, this agreement shall be governed by and interpreted in accordance with the laws of California.

The undersigned, Roseville city, ACKNOWLEDGES acceptance of this Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds - Janssen Settlement is a requirement to be an Initial Participating Subdivision in the Janssen Settlement and ACCEPTS this Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds - Janssen Settlement.

I swear under penalty of perjury that I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



APPENDIX 1

DISCLAIMER: The allocation percentages herein are estimates only and should not be relied on for decisions regarding legal rights, releases, waivers, or other decisions affecting current or potential legal claims. Percentages shown in the Plaintiff Subdivision Percentage column may change pursuant to Section 4.C. of the California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds—Janssen Settlement, whereas the percentages shown in the Abatement Percentage column should not change. Participating Subdivisions, underlying calculations, and the calculated allocation percentages are subject to change. Regarding the column herein entitled “Abatement Percentage,” pursuant to Section 4.B.e., the State of California will receive the Local Allocation share of any payment to the Settlement Fund that is attributable to a county or city that is eligible to become a CA Participating Subdivision, but that has not, as of the date of that payment to the Settlement Fund, become a Participating Subdivision. Regarding the column herein entitled “Plaintiff Subdivision Percentage,” payments allocated to a Plaintiff Subdivision, which is not an Initial Participating Subdivision, will be re-allocated among the Plaintiff Subdivisions that are Initial Participating Subdivisions. Regarding the column herein entitled “Abatement Percentage,” the annotation of “100%” refers to one-hundred percent (100%) of the California Abatement Account Funds received, pursuant to Section 4.B. Regarding the column herein entitled “Plaintiff Subdivision Percentage,” the annotation of “100%” refers to one-hundred percent (100%) of the California Subdivision Funds received, pursuant to Section 4.C. Regarding the column herein entitled “Weighted Allocation Percentage,” the annotation of “100%” refers to one-hundred percent (100%) of the combined and weighted allocation of the Abatement Percentage and the Plaintiff Subdivision Percentage.

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			100.000%	100.000%	100.000%
Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
County	<i>Alameda County</i>	Alameda	2.332%	2.853%	2.4237952%
City	Alameda	Alameda	0.069%		0.0570162%
City	Albany	Alameda	0.013%		0.0107768%
City	Berkeley	Alameda	0.152%		0.1249656%
City	Dublin	Alameda	0.033%	0.040%	0.0338810%
City	Emeryville	Alameda	0.023%		0.0185765%
City	Fremont	Alameda	0.108%		0.0888576%
City	Hayward	Alameda	0.117%		0.0966218%
City	Livermore	Alameda	0.054%		0.0446740%
City	Newark	Alameda	0.026%		0.0217626%
City	Oakland	Alameda	0.486%	0.595%	0.5055601%
City	Piedmont	Alameda	0.014%		0.0114064%
City	Pleasanton	Alameda	0.067%		0.0554547%
City	San Leandro	Alameda	0.039%		0.0321267%
City	Union City	Alameda	0.043%		0.0352484%
County	<i>Amador County</i>	Amador	0.226%	0.277%	0.2349885%
County	<i>Butte County</i>	Butte	1.615%	1.975%	1.6783178%
City	Chico	Butte	0.216%	0.264%	0.2246499%
City	Oroville	Butte	0.079%		0.0646595%
County	<i>Calaveras County</i>	Calaveras	0.226%	0.277%	0.2351644%
County	<i>Colusa County</i>	Colusa	0.059%		0.0489221%
County	<i>Contra Costa County</i>	Contra Costa	2.102%	2.571%	2.1844585%
City	Antioch	Contra Costa	0.037%		0.0301879%
City	Brentwood	Contra Costa	0.026%		0.0215339%
City	Clayton	Contra Costa	0.002%		0.0018060%
City	Concord	Contra Costa	0.055%		0.0456676%
City	Danville	Contra Costa	0.010%		0.0082255%
City	El Cerrito	Contra Costa	0.023%		0.0189024%
City	Hercules	Contra Costa	0.010%		0.0078273%

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Lafayette	Contra Costa	0.006%		0.0046030%
City	Martinez	Contra Costa	0.012%		0.0098593%
City	Moraga	Contra Costa	0.004%		0.0031007%
City	Oakley	Contra Costa	0.010%		0.0079416%
City	Orinda	Contra Costa	0.005%		0.0038157%
City	Pinole	Contra Costa	0.013%		0.0110909%
City	Pittsburg	Contra Costa	0.053%		0.0436369%
City	Pleasant Hill	Contra Costa	0.013%		0.0106309%
City	Richmond	Contra Costa	0.146%		0.1201444%
City	San Pablo	Contra Costa	0.018%		0.0148843%
City	San Ramon	Contra Costa	0.021%		0.0176459%
City	Walnut Creek	Contra Costa	0.026%		0.0212132%
County	<i>Del Norte County</i>	Del Norte	0.114%	0.140%	0.1189608%
County	<i>El Dorado County</i>	El Dorado	0.768%	0.939%	0.7980034%
City	Placerville	El Dorado	0.015%		0.0127642%
City	South Lake Tahoe	El Dorado	0.081%		0.0665456%
County	<i>Fresno County</i>	Fresno	1.895%	2.318%	1.9693410%
City	Clovis	Fresno	0.065%		0.0536211%
City	Coalinga	Fresno	0.012%		0.0098554%
City	Fresno	Fresno	0.397%		0.3270605%
City	Kerman	Fresno	0.005%		0.0042534%
City	Kingsburg	Fresno	0.008%		0.0066167%
City	Mendota	Fresno	0.002%		0.0019387%
City	Orange Cove	Fresno	0.004%		0.0035607%
City	Parlier	Fresno	0.008%		0.0069755%
City	Reedley	Fresno	0.012%		0.0098804%
City	Sanger	Fresno	0.018%		0.0146135%
City	Selma	Fresno	0.015%		0.0127537%
County	<i>Glenn County</i>	Glenn	0.107%	0.131%	0.1116978%
County	<i>Humboldt County</i>	Humboldt	1.030%	1.260%	1.0703185%

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Arcata	Humboldt	0.054%		0.0447660%
City	Eureka	Humboldt	0.117%	0.143%	0.1216284%
City	Fortuna	Humboldt	0.032%		0.0266837%
County	<i>Imperial County</i>	Imperial	0.258%	0.315%	0.2679006%
City	Brawley	Imperial	0.011%		0.0087986%
City	Calexico	Imperial	0.019%		0.0152799%
City	El Centro	Imperial	0.158%		0.1302522%
City	Imperial	Imperial	0.006%		0.0048791%
County	<i>Inyo County</i>	Inyo	0.073%	0.089%	0.0754413%
County	<i>Kern County</i>	Kern	2.517%	3.079%	2.6159145%
City	Arvin	Kern	0.006%		0.0046425%
City	Bakersfield	Kern	0.212%		0.1747198%
City	California City	Kern	0.009%		0.0070820%
City	Delano	Kern	0.030%		0.0249316%
City	McFarland	Kern	0.003%		0.0025644%
City	Ridgecrest	Kern	0.015%		0.0120938%
City	Shafter	Kern	0.013%		0.0103417%
City	Tehachapi	Kern	0.009%		0.0073580%
City	Wasco	Kern	0.008%		0.0069861%
County	<i>Kings County</i>	Kings	0.293%		0.2413469%
City	Avenal	Kings	0.007%		0.0056335%
City	Corcoran	Kings	0.013%		0.0107032%
City	Hanford	Kings	0.027%		0.0226038%
City	Lemoore	Kings	0.016%		0.0131900%
County	<i>Lake County</i>	Lake	0.795%		0.6545389%
City	Clearlake	Lake	0.041%	0.050%	0.0426253%
City	Lakeport	Lake	0.021%	0.026%	0.0222964%
County	<i>Lassen County</i>	Lassen	0.319%	0.391%	0.3320610%
City	Susanville	Lassen	0.027%		0.0219295%
County	<i>Los Angeles County</i>	Los Angeles	13.896%	16.999%	14.4437559%

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Agoura Hills	Los Angeles	0.005%		0.0040024%
City	Alhambra	Los Angeles	0.042%		0.0343309%
City	Arcadia	Los Angeles	0.033%		0.0267718%
City	Artesia	Los Angeles	0.001%		0.0005100%
City	Azusa	Los Angeles	0.026%		0.0210857%
City	Baldwin Park	Los Angeles	0.027%		0.0218520%
City	Bell	Los Angeles	0.008%		0.0068783%
City	Bellflower	Los Angeles	0.002%		0.0014485%
City	Bell Gardens	Los Angeles	0.014%		0.0114301%
City	Beverly Hills	Los Angeles	0.065%		0.0534897%
City	Burbank	Los Angeles	0.100%		0.0823132%
City	Calabasas	Los Angeles	0.006%		0.0048948%
City	Carson	Los Angeles	0.019%		0.0159805%
City	Cerritos	Los Angeles	0.005%		0.0039682%
City	Claremont	Los Angeles	0.010%		0.0082584%
City	Commerce	Los Angeles	0.000%		0.0002971%
City	Compton	Los Angeles	0.044%		0.0361882%
City	Covina	Los Angeles	0.028%		0.0229127%
City	Cudahy	Los Angeles	0.001%		0.0006020%
City	Culver City	Los Angeles	0.055%		0.0449894%
City	Diamond Bar	Los Angeles	0.001%		0.0006993%
City	Downey	Los Angeles	0.052%		0.0429994%
City	Duarte	Los Angeles	0.003%		0.0027261%
City	El Monte	Los Angeles	0.031%	0.038%	0.0318985%
City	El Segundo	Los Angeles	0.033%		0.0268020%
City	Gardena	Los Angeles	0.034%		0.0278088%
City	Glendale	Los Angeles	0.166%		0.1366586%
City	Glendora	Los Angeles	0.016%		0.0134411%
City	Hawaiian Gardens	Los Angeles	0.005%		0.0040549%
City	Hawthorne	Los Angeles	0.050%		0.0407833%

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Hermosa Beach	Los Angeles	0.018%		0.0145307%
City	Huntington Park	Los Angeles	0.023%		0.0190667%
City	Inglewood	Los Angeles	0.059%		0.0489195%
City	La Cañada Flintridge	Los Angeles	0.003%		0.0025565%
City	Lakewood	Los Angeles	0.005%		0.0039971%
City	La Mirada	Los Angeles	0.010%		0.0081572%
City	Lancaster	Los Angeles	0.045%		0.0369689%
City	La Puente	Los Angeles	0.002%		0.0012999%
City	La Verne	Los Angeles	0.024%		0.0194190%
City	Lawndale	Los Angeles	0.002%		0.0017731%
City	Lomita	Los Angeles	0.004%		0.0031940%
City	Long Beach	Los Angeles	0.439%		0.3614151%
City	Los Angeles	Los Angeles	2.715%	3.321%	2.8218811%
City	Lynwood	Los Angeles	0.016%		0.0134345%
City	Malibu	Los Angeles	0.002%		0.0019269%
City	Manhattan Beach	Los Angeles	0.032%		0.0260686%
City	Maywood	Los Angeles	0.004%		0.0035528%
City	Monrovia	Los Angeles	0.031%		0.0254455%
City	Montebello	Los Angeles	0.030%		0.0250670%
City	Monterey Park	Los Angeles	0.031%		0.0256677%
City	Norwalk	Los Angeles	0.031%		0.0258228%
City	Palmdale	Los Angeles	0.046%		0.0375827%
City	Palos Verdes Estates	Los Angeles	0.006%		0.0053102%
City	Paramount	Los Angeles	0.011%		0.0091483%
City	Pasadena	Los Angeles	0.146%		0.1200524%
City	Pico Rivera	Los Angeles	0.022%		0.0183333%
City	Pomona	Los Angeles	0.111%		0.0911933%
City	Rancho Palos Verdes	Los Angeles	0.002%		0.0012645%
City	Redondo Beach	Los Angeles	0.062%		0.0506992%
City	Rosemead	Los Angeles	0.003%		0.0028260%

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	San Dimas	Los Angeles	0.003%		0.0022016%
City	San Fernando	Los Angeles	0.013%		0.0104837%
City	San Gabriel	Los Angeles	0.018%		0.0147726%
City	San Marino	Los Angeles	0.009%		0.0073791%
City	Santa Clarita	Los Angeles	0.022%		0.0178167%
City	Santa Fe Springs	Los Angeles	0.031%		0.0257531%
City	Santa Monica	Los Angeles	0.158%		0.1298513%
City	Sierra Madre	Los Angeles	0.006%		0.0048646%
City	Signal Hill	Los Angeles	0.010%		0.0084884%
City	South El Monte	Los Angeles	0.005%		0.0039603%
City	South Gate	Los Angeles	0.020%		0.0166272%
City	South Pasadena	Los Angeles	0.012%		0.0095334%
City	Temple City	Los Angeles	0.005%		0.0039498%
City	Torrance	Los Angeles	0.112%		0.0919820%
City	Walnut	Los Angeles	0.006%		0.0047305%
City	West Covina	Los Angeles	0.049%		0.0404521%
City	West Hollywood	Los Angeles	0.013%		0.0108517%
City	Whittier	Los Angeles	0.032%		0.0260581%
County	<i>Madera County</i>	Madera	0.349%	0.427%	0.3630669%
City	Chowchilla	Madera	0.012%		0.0097332%
City	Madera	Madera	0.039%		0.0318441%
County	<i>Marin County</i>	Marin	0.564%	0.690%	0.5861325%
City	Larkspur	Marin	0.015%		0.0124697%
City	Mill Valley	Marin	0.020%		0.0168401%
City	Novato	Marin	0.028%		0.0229824%
City	San Anselmo	Marin	0.009%		0.0078062%
City	San Rafael	Marin	0.089%		0.0729823%
County	<i>Mariposa County</i>	Mariposa	0.084%	0.103%	0.0876131%
County	<i>Mendocino County</i>	Mendocino	0.439%	0.536%	0.4558394%
City	Ukiah	Mendocino	0.039%		0.0317153%

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
County	<i>Merced County</i>	Merced	0.551%	0.674%	0.5724262%
City	Atwater	Merced	0.024%		0.0195846%
City	Livingston	Merced	0.006%		0.0045873%
City	Los Banos	Merced	0.020%		0.0165142%
City	Merced	Merced	0.061%		0.0500762%
County	<i>Modoc County</i>	Modoc	0.065%	0.080%	0.0678250%
County	<i>Mono County</i>	Mono	0.023%	0.029%	0.0242606%
County	<i>Monterey County</i>	Monterey	0.908%	1.111%	0.9437083%
City	Greenfield	Monterey	0.006%		0.0050552%
City	King City	Monterey	0.005%		0.0037355%
City	Marina	Monterey	0.017%		0.0144098%
City	Monterey	Monterey	0.041%		0.0336540%
City	Pacific Grove	Monterey	0.009%		0.0074842%
City	Salinas	Monterey	0.094%		0.0776576%
City	Seaside	Monterey	0.023%		0.0191772%
City	Soledad	Monterey	0.007%		0.0060870%
County	<i>Napa County</i>	Napa	0.288%	0.352%	0.2994325%
City	American Canyon	Napa	0.017%		0.0136869%
City	Napa	Napa	0.078%		0.0642783%
County	<i>Nevada County</i>	Nevada	0.441%	0.539%	0.4579827%
City	Grass Valley	Nevada	0.024%		0.0197805%
City	Truckee	Nevada	0.003%		0.0023843%
County	<i>Orange County</i>	Orange	4.364%	5.339%	4.5363576%
City	Aliso Viejo	Orange	0.014%		0.0113841%
City	Anaheim	Orange	0.554%	0.678%	0.5759282%
City	Brea	Orange	0.086%		0.0708897%
City	Buena Park	Orange	0.087%		0.0714352%
City	Costa Mesa	Orange	0.124%	0.152%	0.1288366%
City	Cypress	Orange	0.033%		0.0271937%
City	Dana Point	Orange	0.001%		0.0005560%

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Fountain Valley	Orange	0.055%		0.0455980%
City	Fullerton	Orange	0.137%	0.168%	0.1425744%
City	Garden Grove	Orange	0.213%		0.1752482%
City	Huntington Beach	Orange	0.247%	0.302%	0.2568420%
City	Irvine	Orange	0.139%	0.170%	0.1442350%
City	Laguna Beach	Orange	0.047%	0.058%	0.0493043%
City	Laguna Hills	Orange	0.014%		0.0115457%
City	Laguna Niguel	Orange	0.001%		0.0007071%
City	Laguna Woods	Orange	0.001%		0.0006546%
City	La Habra	Orange	0.060%	0.073%	0.0621049%
City	Lake Forest	Orange	0.012%		0.0101249%
City	La Palma	Orange	0.012%		0.0095439%
City	Los Alamitos	Orange	0.008%		0.0069190%
City	Mission Viejo	Orange	0.014%		0.0117560%
City	Newport Beach	Orange	0.179%		0.1470134%
City	Orange	Orange	0.150%		0.1231320%
City	Placentia	Orange	0.029%	0.035%	0.0298912%
City	Rancho Santa Margarita	Orange	0.001%		0.0006296%
City	San Clemente	Orange	0.008%	0.010%	0.0086083%
City	San Juan Capistrano	Orange	0.008%		0.0065510%
City	Santa Ana	Orange	0.502%	0.614%	0.5213866%
City	Seal Beach	Orange	0.020%		0.0165891%
City	Stanton	Orange	0.035%		0.0291955%
City	Tustin	Orange	0.073%		0.0600341%
City	Westminster	Orange	0.104%	0.127%	0.1082721%
City	Yorba Linda	Orange	0.044%		0.0362223%
County	Placer County	Placer	1.045%	1.278%	1.0861002%
City	Auburn	Placer	0.017%		0.0141114%
City	Lincoln	Placer	0.031%		0.0255599%
City	Rocklin	Placer	0.076%		0.0625485%

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Roseville	Placer	0.196%		0.1616559%
County	<i>Plumas County</i>	Plumas	0.205%	0.251%	0.2128729%
County	<i>Riverside County</i>	Riverside	4.534%	5.547%	4.7128296%
City	Banning	Riverside	0.017%		0.0143848%
City	Beaumont	Riverside	0.021%		0.0171135%
City	Blythe	Riverside	0.012%		0.0096714%
City	Canyon Lake	Riverside	0.000%		0.0001761%
City	Cathedral City	Riverside	0.067%		0.0553614%
City	Coachella	Riverside	0.021%		0.0173054%
City	Corona	Riverside	0.147%		0.1207083%
City	Desert Hot Springs	Riverside	0.024%		0.0200433%
City	Eastvale	Riverside	0.000%		0.0002747%
City	Hemet	Riverside	0.051%		0.0421792%
City	Indio	Riverside	0.056%		0.0457794%
City	Jurupa Valley	Riverside	0.001%		0.0008991%
City	Lake Elsinore	Riverside	0.021%		0.0172949%
City	La Quinta	Riverside	0.063%		0.0516732%
City	Meniffee	Riverside	0.032%		0.0260909%
City	Moreno Valley	Riverside	0.137%		0.1130348%
City	Murrieta	Riverside	0.048%	0.059%	0.0497423%
City	Norco	Riverside	0.016%		0.0134542%
City	Palm Desert	Riverside	0.083%		0.0682465%
City	Palm Springs	Riverside	0.076%		0.0629862%
City	Perris	Riverside	0.009%		0.0076774%
City	Rancho Mirage	Riverside	0.052%		0.0431098%
City	Riverside	Riverside	0.268%		0.2206279%
City	San Jacinto	Riverside	0.010%		0.0085936%
City	Temecula	Riverside	0.022%		0.0180086%
City	Wildomar	Riverside	0.008%		0.0062500%
County	<i>Sacramento County</i>	Sacramento	3.797%	4.645%	3.9465887%

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Citrus Heights	Sacramento	0.057%		0.0465312%
City	Elk Grove	Sacramento	0.130%		0.1066994%
City	Folsom	Sacramento	0.108%		0.0890850%
City	Galt	Sacramento	0.017%		0.0143704%
City	Rancho Cordova	Sacramento	0.008%		0.0067679%
City	Sacramento	Sacramento	0.721%	0.882%	0.7496530%
County	San Benito County	San Benito	0.106%	0.130%	0.1101417%
City	Hollister	San Benito	0.027%		0.0225355%
County	San Bernardino County	San Bernardino	3.259%	3.987%	3.3878124%
City	Adelanto	San Bernardino	0.008%		0.0066640%
City	Apple Valley	San Bernardino	0.025%		0.0207360%
City	Barstow	San Bernardino	0.015%		0.0122056%
City	Chino	San Bernardino	0.064%		0.0525893%
City	Chino Hills	San Bernardino	0.001%		0.0006388%
City	Colton	San Bernardino	0.031%		0.0253443%
City	Fontana	San Bernardino	0.112%		0.0920543%
City	Grand Terrace	San Bernardino	0.006%		0.0051051%
City	Hesperia	San Bernardino	0.035%		0.0291522%
City	Highland	San Bernardino	0.004%		0.0029061%
City	Loma Linda	San Bernardino	0.009%		0.0071188%
City	Montclair	San Bernardino	0.039%		0.0322108%
City	Ontario	San Bernardino	0.179%		0.1472934%
City	Rancho Cucamonga	San Bernardino	0.084%		0.0689431%
City	Redlands	San Bernardino	0.057%		0.0469150%
City	Rialto	San Bernardino	0.073%		0.0603206%
City	San Bernardino	San Bernardino	0.178%		0.1461880%
City	Twentynine Palms	San Bernardino	0.002%		0.0012605%
City	Upland	San Bernardino	0.052%		0.0424460%
City	Victorville	San Bernardino	0.033%		0.0269400%
City	Yucaipa	San Bernardino	0.016%		0.0128772%

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Yucca Valley	San Bernardino	0.003%		0.0021228%
County	<i>San Diego County</i>	San Diego	5.706%	6.980%	5.9309748%
City	Carlsbad	San Diego	0.128%		0.1050485%
City	Chula Vista	San Diego	0.189%	0.231%	0.1961456%
City	Coronado	San Diego	0.044%		0.0359095%
City	El Cajon	San Diego	0.113%		0.0933582%
City	Encinitas	San Diego	0.061%	0.074%	0.0630289%
City	Escondido	San Diego	0.145%		0.1192204%
City	Imperial Beach	San Diego	0.014%		0.0118283%
City	La Mesa	San Diego	0.055%	0.068%	0.0575593%
City	Lemon Grove	San Diego	0.022%		0.0183911%
City	National City	San Diego	0.080%		0.0656808%
City	Oceanside	San Diego	0.213%		0.1753428%
City	Poway	San Diego	0.062%		0.0511040%
City	San Diego	San Diego	1.975%	2.416%	2.0531169%
City	San Marcos	San Diego	0.089%		0.0733897%
City	Santee	San Diego	0.033%		0.0268401%
City	Solana Beach	San Diego	0.017%		0.0138564%
City	Vista	San Diego	0.052%		0.0425144%
Consolidated	<i>San Francisco</i>	San Francisco	3.026%	3.702%	3.1457169%
County	<i>San Joaquin County</i>	San Joaquin	1.680%	2.055%	1.7460399%
City	Lathrop	San Joaquin	0.009%		0.0075394%
City	Lodi	San Joaquin	0.053%		0.0439484%
City	Manteca	San Joaquin	0.054%		0.0443454%
City	Ripon	San Joaquin	0.013%		0.0104219%
City	Stockton	San Joaquin	0.313%	0.383%	0.3256176%
City	Tracy	San Joaquin	0.084%		0.0692047%
County	<i>San Luis Obispo County</i>	San Luis Obispo	0.816%	0.999%	0.8484126%
City	Arroyo Grande	San Luis Obispo	0.024%		0.0199053%
City	Atascadero	San Luis Obispo	0.029%		0.0240680%

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	El Paso de Robles (Paso Robles)	San Luis Obispo	0.043%		0.0353456%
City	Grover Beach	San Luis Obispo	0.017%		0.0137881%
City	Morro Bay	San Luis Obispo	0.020%		0.0160922%
City	San Luis Obispo	San Luis Obispo	0.077%		0.0637841%
County	<i>San Mateo County</i>	San Mateo	1.074%	1.313%	1.1159599%
City	Belmont	San Mateo	0.021%		0.0169860%
City	Burlingame	San Mateo	0.019%		0.0152537%
City	Daly City	San Mateo	0.044%		0.0363880%
City	East Palo Alto	San Mateo	0.013%		0.0103982%
City	Foster City	San Mateo	0.020%		0.0166101%
City	Half Moon Bay	San Mateo	0.004%		0.0031638%
City	Hillsborough	San Mateo	0.013%		0.0110029%
City	Menlo Park	San Mateo	0.015%		0.0126209%
City	Millbrae	San Mateo	0.013%		0.0105836%
City	Pacifica	San Mateo	0.016%		0.0130625%
City	Redwood City	San Mateo	0.056%		0.0463511%
City	San Bruno	San Mateo	0.021%		0.0172161%
City	San Carlos	San Mateo	0.013%		0.0108885%
City	San Mateo	San Mateo	0.052%		0.0425841%
City	South San Francisco	San Mateo	0.043%		0.0353943%
County	<i>Santa Barbara County</i>	Santa Barbara	1.132%	1.385%	1.1768968%
City	Carpinteria	Santa Barbara	0.001%		0.0008938%
City	Goleta	Santa Barbara	0.004%		0.0028969%
City	Lompoc	Santa Barbara	0.047%		0.0389379%
City	Santa Barbara	Santa Barbara	0.122%		0.1004559%
City	Santa Maria	Santa Barbara	0.058%		0.0479179%
County	<i>Santa Clara County</i>	Santa Clara	2.404%	2.941%	2.4987553%
City	Campbell	Santa Clara	0.014%		0.0112566%
City	Cupertino	Santa Clara	0.008%		0.0066824%
City	Gilroy	Santa Clara	0.025%		0.0202891%

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Los Altos	Santa Clara	0.013%		0.0103338%
City	Los Gatos	Santa Clara	0.013%		0.0103220%
City	Milpitas	Santa Clara	0.036%		0.0298120%
City	Morgan Hill	Santa Clara	0.015%		0.0124619%
City	Mountain View	Santa Clara	0.041%		0.0334608%
City	Palo Alto	Santa Clara	0.039%		0.0323080%
City	San Jose	Santa Clara	0.294%	0.360%	0.3054960%
City	Santa Clara	Santa Clara	0.067%		0.0549723%
City	Saratoga	Santa Clara	0.004%		0.0034161%
City	Sunnyvale	Santa Clara	0.053%		0.0434069%
County	<i>Santa Cruz County</i>	Santa Cruz	0.783%	0.957%	0.8135396%
City	Capitola	Santa Cruz	0.020%		0.0168191%
City	Santa Cruz	Santa Cruz	0.143%		0.1180348%
City	Scotts Valley	Santa Cruz	0.015%		0.0126525%
City	Watsonville	Santa Cruz	0.063%		0.0520136%
County	<i>Shasta County</i>	Shasta	1.095%	1.339%	1.1380191%
City	Anderson	Shasta	0.024%		0.0198896%
City	Redding	Shasta	0.284%		0.2334841%
City	Shasta Lake	Shasta	0.004%		0.0031993%
County	<i>Siskiyou County</i>	Siskiyou	0.228%	0.279%	0.2373393%
County	<i>Solano County</i>	Solano	0.760%		0.6260795%
City	Benicia	Solano	0.031%		0.0253903%
City	Dixon	Solano	0.016%		0.0130849%
City	Fairfield	Solano	0.109%		0.0897317%
City	Suisun City	Solano	0.021%		0.0176183%
City	Vacaville	Solano	0.119%		0.0976497%
City	Vallejo	Solano	0.167%		0.1373644%
County	<i>Sonoma County</i>	Sonoma	1.218%	1.490%	1.2661290%
City	Healdsburg	Sonoma	0.032%		0.0266929%
City	Petaluma	Sonoma	0.081%		0.0667507%

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Rohnert Park	Sonoma	0.041%		0.0340759%
City	Santa Rosa	Sonoma	0.184%		0.1519070%
City	Sonoma	Sonoma	0.022%		0.0183438%
City	Windsor	Sonoma	0.016%		0.0129298%
County	<i>Stanislaus County</i>	Stanislaus	1.722%		1.4182273%
City	Ceres	Stanislaus	0.041%		0.0340260%
City	Modesto	Stanislaus	0.217%		0.1788759%
City	Newman	Stanislaus	0.006%		0.0046964%
City	Oakdale	Stanislaus	0.018%		0.0145531%
City	Patterson	Stanislaus	0.015%		0.0126590%
City	Riverbank	Stanislaus	0.010%		0.0085699%
City	Turlock	Stanislaus	0.065%		0.0531966%
County	<i>Sutter County</i>	Sutter	0.306%	0.374%	0.3179548%
City	Yuba City	Sutter	0.074%		0.0606242%
County	<i>Tehama County</i>	Tehama	0.213%	0.261%	0.2216654%
City	Red Bluff	Tehama	0.014%		0.0117771%
County	<i>Trinity County</i>	Trinity	0.082%	0.101%	0.0855476%
County	<i>Tulare County</i>	Tulare	0.809%	0.990%	0.8410949%
City	Dinuba	Tulare	0.014%		0.0116929%
City	Exeter	Tulare	0.004%		0.0032479%
City	Farmersville	Tulare	0.003%		0.0027879%
City	Lindsay	Tulare	0.007%		0.0057111%
City	Porterville	Tulare	0.021%		0.0171845%
City	Tulare	Tulare	0.037%		0.0302273%
City	Visalia	Tulare	0.066%		0.0545872%
County	<i>Tuolumne County</i>	Tuolumne	0.486%	0.594%	0.5047621%
County	<i>Ventura County</i>	Ventura	2.192%	2.681%	2.2781201%
City	Camarillo	Ventura	0.002%		0.0012815%
City	Fillmore	Ventura	0.002%		0.0020294%
City	Moorpark	Ventura	0.008%		0.0067337%

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Oxnard	Ventura	0.156%	0.190%	0.1617338%
City	Port Hueneme	Ventura	0.021%		0.0174145%
City	San Buenaventura (Ventura)	Ventura	0.085%		0.0702181%
City	Santa Paula	Ventura	0.014%		0.0119072%
City	Simi Valley	Ventura	0.065%		0.0533043%
City	Thousand Oaks	Ventura	0.022%		0.0179902%
County	<i>Yolo County</i>	Yolo	0.357%	0.437%	0.3713319%
City	Davis	Yolo	0.055%		0.0451747%
City	West Sacramento	Yolo	0.066%		0.0544321%
City	Woodland	Yolo	0.058%		0.0477904%
County	<i>Yuba County</i>	Yuba	0.214%	0.262%	0.2225679%
City	Marysville	Yuba	0.014%		0.0112079%

APPENDIX 2

Cost Reimbursement Procedure

1. Additional defined terms:

- a) *Costs* means the reasonable amounts paid for the attorney and other City Attorney and County Counsel staff time for individuals employed by a Plaintiff Subdivision at the contractual rate, inclusive of benefits and overhead, together with amounts paid for court reporters, experts, copying, electronic research, travel, vendors, and the like, which were paid or incurred (i) prior to July 21, 2021 in litigation against any Opioid Defendant and/or (ii) in negotiating and drafting this CA Janssen Allocation Agreement. Costs does not include attorneys' fees, costs, or expenses incurred by private contingency fee counsel. No part of the CA Abatement Accounts Fund will be used to reimburse Costs.
- b) *First Claims Date* means October 1, 2023 or when all applications for reimbursement of Costs, in whole or in part, from funds available under Section X and Exhibit R of the Distributor Settlement Agreement or Section XI and Exhibit R of the Janssen Settlement Agreement, have been finally determined under the provisions of those agreements, whichever comes first.
- c) *Special Master* means a retired judicial officer or former public lawyer, not presently employed or retained by a Plaintiff Subdivision, who will aggregate, review, and determine the reasonable Costs to be awarded to each Plaintiff Subdivision that submits a claim for reimbursement of Costs. The Special Master will be selected by a majority vote of the votes cast by Plaintiff Subdivisions, with each such subdivision having one vote.
- d) *Plaintiff Subdivision Committee* means the committee of Plaintiff Subdivisions that will review and approve the invoices submitted by the Special Master reflecting his or her reasonable time and expenses.

2. Cost Reimbursement to Plaintiff Subdivision

- a) Purpose. Substantial resources have been expended to hold Opioid Defendants accountable for creating and profiting from the opioid crisis, and this effort has been a significant catalyst in creating a National Opioid Settlement with Distributors, Johnson & Johnson, and others.
- b) Claims Procedure.
 - i. If a Plaintiff Subdivision is eligible to seek reimbursement of Costs, in whole or in part, from funds available under Section X or Exhibit R of the Distributor Settlement Agreement or Section XI or Exhibit R of the Janssen Settlement Agreement, it must first make a timely application for reimbursement from such funds. To allow sufficient time for determination of those applications, no claim for

Costs to the CA Subdivision Fund under this Agreement may be made before the First Claims Date.

- ii. A Plaintiff Subdivision that wishes to be reimbursed from the CA Subdivision Fund must submit a claim to the Special Master no later than forty-five (45) days after the First Claims Date. The Special Master will then compile and redistribute the aggregated claim totals for each Plaintiff Subdivision via email to representatives of all the Plaintiff Subdivisions. A claim for attorney and staff time must list, for each attorney or staff member included in the claim, the following information: name, title, total hours claimed, hourly rate (including, if sought, benefits and share of overhead), and narrative summarizing the general nature of the work performed by the attorney or staff member. For reimbursement of “hard” costs, the subdivision may aggregate across a category (e.g., total for travel costs). It is the intention of the Plaintiff Subdivisions that submission of documents related to reimbursement of Costs does not waive any attorney-client privilege or exemptions to the California Public Records Act.
- iii. The Special Master may request, at his or her sole option, additional documents or details to assist in the final award of Costs.
- iv. The Special Master will review claims for reasonableness and will notify each Plaintiff Subdivision of the final determination of its claim, and will provide a list of all final awards to all Plaintiff Subdivisions by email or, upon request, via First Class U.S. Mail. Any Plaintiff Subdivision may ask the Special Master to reconsider any final award within twenty-one (21) days. The Special Master will make a final determination on any such reconsideration request within thirty (30) days of receipt.
- v. Any decision of the Special Master is final and binding, and will be considered under the California Arbitration Act, Code of Civil Procedure section 1280 et seq. as a final arbitration award. Nothing in this agreement is intended to expand the scope of judicial review of the final award for errors of fact or law, and the Parties agree that they may only seek to vacate the award if clear and convincing evidence demonstrates one of the factors set forth in Code of Civil Procedure, section 1286.2, subdivision (a). Plaintiff Subdivisions will have fourteen (14) days after all final awards are made, together with any final determination of a request for reconsideration, to seek review in the Superior Court of California, pursuant to Code of Civil Procedure, section 1285, where the State has filed its Consent Judgment.
- vi. The Special Master will prepare a report of Costs that includes his or her fees and expenses at least ninety (90) days before the Payment Date for each Annual Payment. The Special Master’s preparation of a report of Costs does not discharge a Plaintiff Subdivision’s reporting requirement under Section VI.B.2 of the Janssen Agreement.
- vii. A member of the Plaintiff Subdivision Committee, which is a CA Participating Subdivision, will submit to the Settlement Fund Administrator and Janssen a report

of the fees and expenses incurred by the Special Master pursuant to Section VI.B.2 of the Janssen Agreement.

c) Claims Priority and Limitation.

- i. The Special Master will submit invoices for compensation of reasonable fees and expenses to the Plaintiff Subdivision Committee no later than ninety (90) days prior to the Payment Date for each Annual Payment. The Plaintiff Subdivision Committee will promptly review and, if reasonable, approve the Special Master's invoice for compensation. The Plaintiff Subdivision Committee will submit approved invoices to the Settlement Fund Administrator for payment. The Special Master's approved invoices have priority and will be paid first from the CA Subdivision Fund before any award of Costs, subject to the limitation in Section 2.c.v below.
- ii. Final Awards of Costs that do not exceed seventy-five thousand dollars (\$75,000.00) will be paid next in priority after the Special Master's approved invoices.
- iii. Final Awards of Costs in excess of seventy-five thousand dollars (\$75,000.00) will be paid proportionally from the funds remaining in that year's Annual Payment.
- iv. Any claim for Costs that is not paid in full will be allocated against the next year's distribution from the CA Subdivision Fund, until all approved claims for Costs are paid in full.
- v. In no event will more than 50% of the total CA Subdivision Fund received in any year be used to pay Costs or the Special Master's approved invoices.
- vi. In no event shall more than \$28 million of the total CA Subdivision Funds paid pursuant to the Distributor Settlement Agreement and the Janssen Settlement Agreement be used to pay Costs.

d) Collateral Source Payments and Third-Party Settlement.

- i. In the event a Plaintiff Subdivision is awarded compensation, in whole or in part, by any source of funds created as a result of litigation against an Opioid Defendant for its reasonable Costs, it will reduce its claim for Costs from the CA Subdivision Fund by that amount. If a Plaintiff Subdivision has already received a final award of Costs from the CA Subdivision Fund, it will repay the fund up to the prior award of Costs via a payment to the Settlement Fund Administrator or notify the Settlement Fund Administrator that its allocation from the next and subsequent Annual Payments should be reduced accordingly. If the Plaintiff Subdivision is repaying any prior award of Costs, that repayment will occur as soon as is feasible after the Plaintiff Subdivision's receipt of Cost funds from the collateral source, but no more than 90 days after its receipt from the collateral source. The Settlement Fund Administrator will add any repaid Costs to the CA Subdivision Fund.

- ii. In the event a Plaintiff Subdivision reaches a monetary settlement or compromise against any Opioid Defendant outside of the National Opioid Settlement, the monetary portion of such settlement, net of fees paid to outside contingency fee counsel and of funds earmarked strictly for abatement, will be credited against its Costs and the subdivision will be ineligible to recover those credited Costs from the CA Subdivision Fund. Plaintiff Subdivisions negotiating monetary settlements or compromises against any Opioid Defendant outside of the National Opioid Settlement will negotiate for funds to repay any Costs it previously received from the CA Subdivision Fund or for Costs it otherwise might be eligible to claim from the CA Subdivision Fund. If such a settlement is paid after all final approved claims for Costs by all Plaintiff Subdivisions are satisfied in full, the settling subdivision will reimburse the CA Subdivision Fund in that amount by making payment to the Settlement Fund Administrator to add to the CA Subdivision Fund in a manner consistent with the repayments described in section 2.d.i above.

APPENDIX 3

CALIFORNIA-SUBDIVISION BACKSTOP AGREEMENT

On August 6, 2021, Judge Polster of the US District Court for the Northern District of Ohio issued an Order (the Order), docket number 3814, in In Re National Prescription Opiate Litigation, MDL 2804, addressing contingent attorney fee contracts between political subdivisions eligible to participate in the Janssen Settlement and their counsel.

In light of the Order, and at the request of [SUBDIVISION], the [SUBDIVISION], its counsel [COUNSEL], and the California Attorney General, on behalf of the State of California, are entering into this California-Subdivision Backstop Agreement (Backstop Agreement).

[SUBDIVISION] and [COUNSEL] intend this Backstop Agreement to constitute a State Back-Stop Agreement as that term is used in the Order and in Exhibit R (Agreement on Attorneys' Fees, Costs, and Expenses) of the Janssen Settlement Agreement.

Pursuant to this Backstop Agreement, [SUBDIVISION] may, subject to the limitations of the Janssen Settlement Agreement and CA Janssen Allocation Agreement, as well as any other limitations imposed by law, use funds that it receives from the Janssen Settlement CA Subdivision Fund to pay a contingent fee to [COUNSEL]. Any such payment from [SUBDIVISION] to [COUNSEL], together with any contingency fees that [COUNSEL] may receive from the national Attorney Fee Fund, will not exceed a total contingency fee of [PERCENTAGE NOT TO EXCEED 15%] of the total gross recovery of [SUBDIVISION] from the Distributors Settlement.

[COUNSEL] certify that they first sought fees and costs from the Attorney Fee Fund created under the Janssen Settlement Agreement before seeking or accepting payment under this backstop agreement. [COUNSEL] further certify that they are not seeking and will not accept payment under this backstop agreement of any litigation fees or costs that have been reimbursed through prior settlements or judgments.

The Attorney General is executing this agreement solely because the definition of "State Back-Stop Agreement" in Exhibit R of the Janssen Settlement Agreement requires such agreements to be between "a Settling State" and private counsel for a participating subdivision. Neither the California Attorney General nor the State of California have any obligations under this Backstop Agreement, and this Backstop Agreement does not require the payment of any state funds to [SUBDIVISION], [COUNSEL], or any other party.

[DATE]

[SUBDIVISION SIGNATURE BLOCK]

[DATE]

[COUNSEL SIGNATURE BLOCK]

[DATE]

[ATTORNEY GENERAL SIGNATURE BLOCK]



COUNCIL COMMUNICATION

CC #: 1824

File #: 0704

Title: Parks Pre-Qualification Procedure Renewal
Contact: Tara Gee 916-774-5253 tgee@roseville.ca.us

Meeting Date: 12/1/2021

Item #: 6.5.

RECOMMENDATION TO COUNCIL

Staff recommends City Council adopt a resolution to approve the pre-qualification process set forth in the attached Department of Industrial Relations (DIR) publication, including the approval of the DIR uniform rating system and modified experience ratings, for specific parks and recreation capital projects to be bid and/or begin construction in the 2022 calendar year; approve the appeals process set forth in the attached Notice to Contractors; and authorize the City Manager to appoint an appeals panel consisting of one Assistant City Manager, the Director of Parks, Recreation & Libraries and one member of staff experienced in the public works bidding process.

BACKGROUND

The City of Roseville potentially will bid numerous parks and recreation projects during the 2022 calendar year. These projects include:

- 1) Long Field Sports Complex - a multi-field sports complex located off of Blue Oaks in the West Roseville area.
- 2) W-50D Neighborhood Park - a 1.2 acre neighborhood park in West Roseville off of Westbrook Drive, Castle Rock Way at Garland.
- 3) Gibson Park, Phase 1 - installation of phase one improvements of this 12.5 acre park site at Gibson Drive and Roseville Parkway.
- 4) Royer Park Play Area Expansion - replacement and expansion of the school-aged play structure creating a destination level playground and picnic area at Royer Park.
- 5) Saugstad Park Re-envisioning - revitalization of all or a portion of an existing 17 acre park off of Douglas Boulevard, pending funding via state grants.
- 6) Denio Family Park, Phase 1 - a 95.5 acre site of which half is a Preserve, located off of Fiddymont to the east, Hayden Parkway to the south, Corin Drive on the west and Blue Oaks on

the north.

7) Campus Oaks City-wide Park Site - an 11 acre park site within the Campus Oaks master planned area off of Roseville Parkway.

8) Campus Oaks Park CO-62 (Couplet) - a 2.2 acre linear park site within the Campus Oaks master planned area off of Crimson Ridge Way.

9) Maidu Softball Restroom Upgrades - an upgrade of the restrooms to meet current codes, including ADA.

10) Johnson Pool Building and Pool Upgrades - an upgrade of the building to meet current codes, including ADA, and retrofit of the pool, pool deck and mechanical system and pump room.

Based on the need to more effectively and efficiently administer the construction of these projects, due to a narrower construction window in order to comply with regulatory guidelines such as storm water pollution and prevention, air quality, etc., recognizing there is more work than companies to perform the work, and an unstable construction environment that has affected the overall industry, it has become more challenging to attract qualified contractors. In order to address these concerns, staff has determined that it would be best to pre-qualify all prime contractors seeking to bid these projects.

History

In 1999, the Legislature enacted Section 20101 of the Public Contract Code to allow public agencies to require prospective bidders that wish to bid for public works projects to “pre-qualify” for the right to bid. To ensure objectivity, the Department of Industrial Relations prepared a questionnaire and pre-qualification forms for contractor pre-qualifications. While not mandatory that the City use these forms, such forms provide comprehensive guidance and are intended to meet all legal requirements relating to contractor compliance with apprenticeship programs and prevailing wage laws, occupational safety and health laws and other labor laws.

The Notice to Contractors regarding the pre-qualifications process is also attached.

This pre-qualification process has been utilized since 2013. The pre-qualification process has proven to be effective and staff was able to shorten the bidding period because the pre-qualification advertisement had already been completed. Through this process, numerous contractors have been pre-qualified to bid the park projects and the bids received have been competitive.

Rating System

The forms establish a uniform scoring system and allocate points for particular responses. A minimum rating will be required for a contractor to be deemed pre-qualified to bid. The standards set forth by the rating system consider minimum standards of bidders to include “trustworthiness, quality, fitness, capacity and experience”.

Appeals Process and Appointments

Public Contract Code Section 20101 also requires that the City establish a process that will allow prospective bidders to dispute their pre-qualification ratings prior to the closing time for receipt of bids. Included in this resolution, staff proposes an appeals process for the City Council's

approval. This proposal is substantially similar to the process suggested by the Department of Industrial Relations.

Where a timely and completed application results in a rating below that necessary to pre-qualify, the contractor will be allowed to submit a written appeal within ten (10) working days of notification of their rating. If a contractor gives the required written notice of appeal and requests a hearing, the hearing will be conducted no more than ten (10) working days after receipt of notice.

The Appeals Board will be comprised of one Assistant City Manager, the Director of Parks, Recreation & Libraries and one staff member who has a professional understanding of public works bidding/projects and can assess the responses of the applicants. Examples of potential designees could include inter-department peers. No formal rules of evidence or similar procedures shall apply to the hearing, but the contractor will be given the opportunity to present information and reasons in opposition to the rating. The Appeals Panel will render its decision within three (3) business days after the conclusion of the hearing and that decision will be final. Should one of the projects be in progress, the appeals process shall not halt that work. If the contractor successfully overturns a low rating, pre-qualifications shall apply to the remaining yet to be bid projects.

FISCAL IMPACT

There is no direct fiscal impact in approving the pre-qualification and appeals process. It is expected that the adoption of this process and the resolution will garner similar results experienced in previous years and will attract qualified bidders, resulting in the best value for the City.

ENVIRONMENTAL REVIEW

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

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal A - Remain fiscally responsible in a changing world
Goal D - Enhance economic vitality
Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Tara Gee, Park Planning & Development Superintendent

Jill Geller, Parks, Recreation & Libraries Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 21-472

Questionnaire and Ratings

Experience Rating

Pre-qualifications Announcement

RESOLUTION NO. 21-472

APPROVING THE PRE-QUALIFICATIONS PROCEDURE FOR CERTAIN PARKS,
RECREATION & LIBRARIES PROJECTS AND APPROVING THE ADMINISTRATIVE
HEARING PROCESS FOR APPEALS

WHEREAS, California Public Contract Code Section 20101 authorizes public agencies to require prospective bidders that wish to bid for public works projects to “prequalify” for the right to bid; and

WHEREAS, the City of Roseville intends to bid out numerous parks and recreation capital projects during the 2022 calendar year; and

WHEREAS, these projects include:

- 1) Long Field Sports Complex
- 2) W-50D Neighborhood Park
- 3) Gibson Park, Phase 1
- 4) Royer Park Play Area Expansion
- 5) Saugstad Park Re-envisioning
- 6) Denio Family Park, Phase 1
- 7) Campus Oaks City-wide Park Site
- 8) Campus Oaks Park CO-62 (Couplet)
- 9) Maidu Softball Restroom Upgrades
- 10) Johnson Pool Building and Pool Upgrades

WHEREAS, in order to more effectively and efficiently administer the construction of these projects, staff has determined that it would be in the City’s best interests to pre-qualify all contractors seeking to submit bids for these projects; and

WHEREAS, Public Contract Code Section 20101 expressly authorizes the Department of Industrial Relations (DIR) to create model prequalification forms for the use by public entities utilizing the prequalification process, and the DIR has established such model forms; and

WHEREAS, Public Contract Code Section 20101 also requires public agencies to adopt an administrative hearing procedure allowing prospective bidders to challenge their pre-qualification scores; and

WHEREAS, the City Council has reviewed the DIR model forms, the DIR uniform rating system, and the appeals process proposed by the Parks, Recreation and Libraries Department (hereinafter, “Parks”); and

WHEREAS, by utilizing the prequalification process pursuant to Public Contract Code Section 20101 and the DIR model forms, the City of Roseville will maximize its compliance

with current State law while attracting the most qualified, trustworthy, fit, experienced, and competent bidders when using the prequalification process.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Roseville that it hereby approves use of the prequalification process for the certain Parks, Recreation & Libraries projects identified in this Resolution.

BE IT FURTHER RESOLVED by the City Council that the Director of Parks, Recreation & Libraries is hereby authorized to implement a contractor prequalification procedure for prospective bidders for these, which procedure shall be based upon the DIR model prequalification forms and the DIR uniform rating system.

BE IT FURTHER RESOLVED by the City Council that the administrative hearing process proposed by the Parks, Recreation & Libraries Department for prequalification appeals is hereby approved.

BE IT FURTHER RESOLVED by the City Council that the City Manager is hereby authorized to appoint an Appeals Panel consisting of one Assistant City Manager, the Director of Parks, Recreation & Libraries and one member of staff experienced in the public works bidding process.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

PRE-QUALIFICATION OF CONTRACTORS SEEKING TO BID ON PUBLIC WORKS PROJECTS:

*The 1999 State Legislation and the
Model Forms Created by the
Department of Industrial Relations*



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INTRODUCTION AND OVERVIEW OF THE 1999 LAW AND ITS APPLICATION

I. IMPORTANT PROVISIONS OF THE 1999 LAW

In 1999, the Legislature enacted a law that allows many public agencies to require licensed contractors that wish to bid for public works jobs to “pre-qualify” for the right to bid on a specific public works project, or on public works project undertaken by a public agency during a specified period of time. Public Contract Code section 20101 has the relevant provisions; it was enacted as part of Assembly Bill 574.

The law applies to all cities, counties, and special districts but does not apply to K-12 school districts (which have similar authority to create pre-qualification procedures, described in Public Contract Code section 20111.5, which was enacted in 1997).¹

The law does not require any public agency to adopt a pre-qualification system. Instead, it authorizes every public agency to adopt a pre-qualification system, and describes certain requirements that must be met (described below), if a public agency chooses to adopt such a system.

In fact, the 1999 law allows a public agency to establish two different kinds of pre-qualification procedures for public works projects. The law allows a public agency to establish a pre-qualification procedure linked to a single project (Section 20101[d]). Or, the public agency may adopt a procedure by which a contractor may qualify to bid on projects which are put out for bid by that agency for a period of one year after the date of initial pre-qualification. (Section 20101[c]).

The law requires every public agency that creates either kind of pre-qualification procedure to:

(1) use a “standardized questionnaire and financial statement in a form specified by the public entity”(Section 20101[a]);

(2) adopt and apply a uniform system of rating bidders on objective criteria, on the basis of the completed questionnaires and financial statements (Section 20101[b]);

(3) create an appeal procedure, by which a contractor that is denied pre-qualification may seek a reversal of that determination. (Section 20101[d]).

II. ROLE OF THE DEPARTMENT OF INDUSTRIAL RELATIONS

AB 574 required the Department of Industrial Relations (DIR) to “develop model guidelines for rating bidders, and draft the standardized questionnaire.” It required DIR to “consult with affected public agencies, cities and counties, the construction industry, the surety industry, and other interested parties.”

¹ Community College Districts also have specific authority to carry out prequalification procedures, in Public Contract Code section 20651.5, enacted in 1998. Community College Districts may also be covered by AB 574, since they are not specifically exempted.

From January through October 2000, DIR held a series of meetings in Sacramento with representatives of public agencies and other interested parties. Each meeting was attended by more than 25 representatives of interested parties. All told, more than 60 people participated in at least one such meeting, and most representatives participated in more than one. Contractors, public agencies both large and small, and associations of each were well represented throughout the series of meetings. DIR's initial draft of a questionnaire was revised after each meeting, and each revised draft was discussed at the next meeting, leading to additional revisions. Eventually, there was widespread consensus that the model questionnaire provided in this package offers a system of rating bidders based on objective criteria, and a useful and appropriate series of questions.

In addition, DIR, in compliance with the 1999 legislation, created model guidelines for rating bidders. The model rating system also is included in this package.

III. AN OVERVIEW OF THE DOCUMENTS IN THIS PACKAGE

Included in this package are:

1. A model questionnaire to be sent to contractors. The questionnaire includes spaces for answers to be provided by the contractors, with the forms to be returned to the public agency.² As required by the legislation, the information provided to the public agency by the contractors, other than the names, addresses and contractor license numbers of the contractors applying – is to be kept confidential
2. A model scoring system, for rating the answers given by the contractors and by the references. Note: the documents provided here by DIR are designed to collect the information that a public agency will need to carry out a pre-qualification procedure, and the DIR has proposed a rating system. Each public agency, however, is free to devise its own “uniform system of rating prospective bidders . . . based on objective criteria.” That is, each public agency may determine its own scoring system and its own passing scores for different portions of the questionnaire and for the interviews.
3. A model series of questions to be used by representatives of the public agency when interviewing persons who are identified by contractors as their “references” – owners of projects that have been completed by each contractor in the recent past.
4. DIR's suggestions for procedures to be used for conducting the reference interviews.
5. Two alternative forms: model announcements of pre-qualification procedures. Each is a summary and explanation of the pre-qualification procedure, prepared primarily for licensed contractors, although available for the general public as well. There are two slightly different versions of this document: one explains the pre-qualification procedure linked to a single project,³

² The documents included in this package can be found at the Department of Industrial Relations web site, www.dir.ca.gov. Click on “Data bases.”

³ The explanation included in this document assumes that the prequalification procedure is taking place after the RFP or project announcement is published. A public agency may choose, instead, to have the prequalification

while the other explains the procedure of pre-qualification valid for a year and for more than one project.

6. A list of sources of information that may be used by a public agency to verify the accuracy of many of the answers given by the contractors to the questions on the questionnaire.⁴

IV. APPEAL PROCEDURE

Section 20101(d) requires every public agency that requires prospective bidders to prequalify pursuant to this law to establish “a process that will allow prospective bidders to dispute their proposed prequalification rating prior to the closing time for receipt of bids.” The appeal process must include written notification by the public agency of the basis for the prospective bidder’s disqualification “and any supporting evidence that has been received from others or adduced as a result of an investigation by the public entity.” (section 20101[d][1]). The prospective bidder must be given an opportunity to rebut any evidence used as a basis for disqualification and to present evidence to the public entity as to why the prospective bidder should be found qualified.” (section 20101[d][2]). The law does not describe the appeal procedure in any additional detail; each public agency is free to adopt its own procedures, as long as the statutory requirements are met. As an example, while Part I of the model questionnaire includes nine “Essential Requirements for Qualification,” a public agency may choose to allow contractors to appeal a disqualification based solely on an answer to a question in Part I.

DIR has devised two different schedules for appeal procedures. One schedule would be used in a system for prequalification for a single project. The sequence of steps in this appeal procedure are scheduled to allow for an appeal decision at least four business days prior to the submission for bids for the single project. The other schedule for an appeal is applicable to a system in which prospective bidders seek prequalification valid for one year, without a link to the bidding on a specific project. These two appeal sequences are described in the explanation to contractors (the two documents referred to in paragraph 5, above).

Each public agency should be certain that it distributes to licensed contractors only the description that is appropriate for the prequalification procedures that are in use.

There are a number of laws and court decisions that affect the nature of an appeal hearing provided by a public agency. Each public agency should consult its own attorneys for advice in this area.

procedure start and end prior to the solicitation of bids for the specific project. If that is the case, the public agency would have to modify the document offered here to explain the sequence of events.

⁴ **A CAUTIONARY NOTE:** The information that will be given to public agencies by contractors seeking pre-qualification is provided under oath, with the understanding that the intentional providing of false information is, in itself, grounds for disqualification. We expect that the information given should be and will be accepted at face value in most instances. Our list of sources of information available to the public is provided for use in the few instances in which a public agency reviewing the answers given in a questionnaire has specific reason to believe that one or more answers should be verified in this manner.

V. APPLICATION OF THE PUBLIC RECORDS ACT

AB 574 provides that "The questionnaires and financial statements shall not be public records and shall not be open to public inspection; however, records of the names of contractors applying for prequalification status shall be public records subject to disclosure" under the Public Records Act. (Section 20101[a]). The model questionnaire forms provided by DIR indicate that the cover page of each questionnaire is a public record, and that all other pages of the questionnaire are not public records.

VI. WHAT ARE THE LAW'S PROVISIONS REGARDING PREQUALIFICATION OF SUBCONTRACTORS?

Public agencies are not required to pre-qualify sub-contractors, nor are public agencies prohibited from doing so. Section 20101(f) says:

Nothing in this section shall preclude the awarding agency from prequalifying or disqualifying a subcontractor. The disqualification by an awarding agency does not disqualify an otherwise prequalified [general] contractor.

MODEL PRE-QUALIFICATION QUESTIONNAIRE

A LIST OF THE SCORABLE QUESTIONS AND THE SCORING INSTRUCTIONS

A LIST OF THE SCORABLE QUESTIONS AND THE SCORING INSTRUCTIONS

The scorable questions arise in three different areas:

- (I) History of the business and organizational performance;
- (II) Compliance with occupational safety and health laws, workers' compensation and other labor legislation; and
- (III) Completion of recent projects and quality of performance.

The interview questions (interviews by the public agency of project managers on projects completed recently by the contractor) are included in group III. In a pre-qualification procedure for a single project, this last category would also include a scoring of the number of recently completed projects that are similar to the project on which pre-qualification is at issue. However, scoring linked to the similarity of past projects would **probably not be possible or useful** if the public agency as part of a procedure to pre-qualify contractors for an extended period.

Note: Not all questions in the questionnaire are scorable; some questions simply ask for information about the contractor firm's structure, officers and history. This document includes only those questions that are "scorable." The question numbers in this document are the numbers used in the questionnaire. Thus, the questions included here begin with question number 6, and there are a few breaks in the numerical sequence.

The Scores Needed for Prequalification

To prequalify, a contractor would be required to have a passing grade within each of the three large categories referred to above.

For Section I, "History of the business and organizational performance," DIR recommends use of a passing score of **57** on this portion of the questionnaire (of a maximum score of 76 on this portion of the questionnaire).

For Section II, Compliance with occupational safety and health laws, workers' compensation and other labor legislation DIR recommends use of a passing score of **38** on this portion of the questionnaire (of a maximum score of 53 points on this portion of the questionnaire).

Section III, Completion of recent projects and quality of performance, includes a series of interview questions, and may also include questions about recently completed (public or private) construction projects. For the interview questions, DIR recommends that a public agency interview project managers for the owners of two completed projects. DIR recommends a scoring system that would allow a maximum score of 120 points for each interview. For these questions, DIR recommends qualification for a contractor whose score on each of two interviews is 72 points or more; a denial of pre-qualification

for a contractor whose score on either interview is less than 55 points; and an additional interview with another reference if the score resulting from one interview is between 55 points and 72 points.

DIR makes no recommendation about how to score a contractor's answers about recently completed past projects. Because of the wide range of projects that a public agency may be planning, and the similarly wide range in the skills, abilities, and experience that a public agency will consider most important for a pending project, it is impossible to propose a useful model scoring system to apply to the answers given about a contractor's completed projects.

Questions about History of the Business and Organizational Performance
(16 questions)

1. How many years has your organization been in business in California as a contractor under your present business name and license number? _____ years.

3 years or more = 2 points
4 years = 3 points 5 years = 4 pts.
6 years or more = 5 points

2. Is your firm currently the debtor in a bankruptcy case?
☐ Yes ☐ No

“No” = 3 points “Yes” = 0 points

3. Was your firm in bankruptcy any time during the last five years? (This question refers only to a bankruptcy action that was not described in answer to question 7, above).
☐ Yes ☐ No

“No” = 3 points “Yes” = 0 points

4. Has any CSLB license held by your firm or its Responsible Managing Employee (RME) or Responsible Managing Officer (RMO) been suspended within the last five years?
☐ Yes ☐ No

No = 5 points Yes = 0 points

5. At any time in the last five years, has your firm been assessed and paid liquidated damages after completion of a project, under a construction contract with either a public or private owner?
- ☐ Yes ☐ No

No projects with liquidated damages of more than \$50,000, or one project with liquidated damages = 5 points.

Two projects with liquidated damages of more than \$50,000 = 3 points

Any other answer: no points

6. In the last five years has your firm, or any firm with which any of your company's owners, officers or partners was associated, been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, any government agency or public works project for any reason?

NOTE: "Associated with" refers to another construction firm in which an owner, partner or officer of your firm held a similar position, and which is listed in response to question 1c or 1d on this form.

☐ Yes ☐ No

No = 5 points Yes = 0 points

7. In the last five years, has your firm been denied an award of a public works contract based on a finding by a public agency that your company was not a responsible bidder?
- ☐ Yes ☐ No

No = 5 points Yes = 0 points

* * * * *

NOTE: The following two questions refer only to disputes between your firm and the owner of a project. You need not include information about disputes between your firm and a supplier, another contractor, or subcontractor. You need not include information about "pass-through" disputes in which the actual dispute is between a sub-contractor and a project owner. Also, you may omit reference to all disputes about amounts of less than \$50,000.

8. In the past five years, has any claim **against** your firm concerning your firm's work on a construction project, been **filed in court or arbitration**?

☐ Yes ☐ No

If the firm's average gross revenue for the last three years was less than \$50 million, scoring is as follows:

5 points for either "No" or "Yes" indicating 1 such instance.

3 points for "Yes" indicating 2 such instances.

0 points for "Yes" if more than 2 such instances.

If your firm's average gross revenue for the last three years was more than \$50 million, scoring is as follows:

5 points for either "No" or "Yes" indicating 1, 2, or 3 such instances.

3 points for "Yes" indicating either 4 or 5 such instances.

0 points for "Yes" if more than 5 such instances.

9. In the past five years, has your firm made any claim against a project owner concerning work on a project or payment for a contract, and **filed that claim in court or arbitration**?

☐ Yes ☐ No

If your firm's average gross revenues for the last three years was less than \$50 million scoring is as follows:

5 points for either "No" or "Yes" indicating 1 such instance.

3 points for "Yes" indicating 2 such instances.

0 points for "Yes" if more than 2 such instances.

If your firm's average gross revenues for the last three years was more than \$50 million, scoring is as follows:

5 points for either "No" or "Yes" indicating 1, 2, or 3 such instances.

3 points for "Yes" indicating either 4 or 5 such instances.

0 points for "Yes" if more than 5 such instances.

10. At any time during the past five years, has any surety company made any payments on your firm's behalf as a result of a default, to satisfy any claims made against a performance or payment bond issued on your firm's behalf in connection with a construction project, either public or private?
- ☐ Yes ☐ No

***5 points for either "No" or "Yes" indicating 1 such claim.
3 points for "Yes" indicating no more than 2 such claims
Subtract five points for "Yes" if more than 2 such claims***

11. In the last five years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?
- ☐ Yes ☐ No

***5 points for either "No" or "Yes" indicating 1 such instance.
3 points for "Yes" indicating 2 such instances.
0 points for "Yes" or if more than 2 such instances.***

12. Has your firm, or any of its owners, officers, or partners ever been found liable in a civil suit, or found guilty in a criminal action, for making any false claim or material misrepresentation to any public agency or entity?
- ☐ Yes ☐ No

No = 5 points Yes = subtract 5 points

13. Has your firm, or any of its owners, officers or partners ever been convicted of a crime involving any federal, state, or local law related to construction?
- ☐ Yes ☐ No

No = 5 points Yes = subtract 5 points

14. Has your firm or any of its owners, officers or partners ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty?
- ☐ Yes ☐ No

No = 5 points Yes = subtract 5 points

15. If your firm was required to pay a premium of more than one per cent for a performance and payment bond on any project(s) on which your firm worked at any time during the last three years, state the percentage that your firm was required to pay. You may provide an explanation for a percentage rate higher than one per cent, if you wish to do so.

_____ %

*5 points if the rate is no more than one per cent
3 points if the rate was no higher than 1.10 per cent.
0 points for any other answer.*

16. During the last five years, has your firm ever been denied bond credit by a surety company, or has there ever been a period of time when your firm had no surety bond in place during a public construction project when one was required?

☐ Yes ☐ No

No = 5 points Yes = 0 points

**Questions about compliance with safety, workers compensation,
prevailing wage and apprenticeship laws.**
(11 questions)

1. Has CAL OSHA cited and assessed penalties against your firm for any “serious,” “willful” or “repeat” violations of its safety or health regulations in the past five years?

Note: If you have filed an appeal of a citation and the Occupational Safety and Health Appeals Board has not yet ruled on your appeal, you need not include information about it.

☐ Yes ☐ No

If the firm’s average gross revenues for the last three years was less than \$50 million, scoring is as follows:

*5 points for either “No” or “Yes” indicating 1 such instance.
3 points for “Yes” indicating 2 such instances.
0 points for “Yes” if more than 2 such instances.*

If the firm’s average gross revenues for the last three years was more than \$50 million, scoring is as follows:

*5 points for either “No” or “Yes” indicating 1, 2, or 3 such instances.
3 points for “Yes” indicating either 4 or 5 such instances.
0 points for “Yes” if more than 5 such instances.*

2. Has the federal Occupational Safety and Health Administration cited and assessed penalties against your firm in the past five years?

Note: If you have filed an appeal of a citation and the appropriate appeals Board has not yet ruled on your appeal, you need not include information about it.

☐ Yes ☐ No

If yes, attach a separate signed page describing each citation.

If the firm's average gross revenues for the last three years was less than \$50 million, scoring is as follows:

5 points for either "No" or "Yes" indicating 1 such instance.

3 points for "Yes" indicating 2 such instances.

0 points for "Yes" or if more than 2 such instances.

If the firm's average gross revenues for the last three years was more than \$50 million, scoring is as follows:

5 points for either "No" or "Yes" indicating 1, 2, or 3 such instances.

3 points for "Yes" indicating either 4 or 5 such instances.

0 points for "Yes" if more than 5 such instances.

3. Has the EPA or any Air Quality Management District or any Regional Water Quality Control Board cited and assessed penalties against either your firm or the owner of a project on which your firm was the contractor, in the past five years?

NOTE: If you have filed an appeal of a citation and the Appeals Board has not yet ruled on your appeal, or if there is a court appeal pending, you need not include information about the citation.

☐ Yes ☐ No

If the firm's average gross revenues for the last three years was less than \$50 million, scoring is as follows:

5 points for either "No" or "Yes" indicating 1 such instance.

3 points for "Yes" indicating 2 such instances.

0 points for "Yes" or if more than 2 such instances.

If the firm's average gross revenues for the last three years was more than \$50 million, scoring is as follows:

5 points for either "No" or "Yes" indicating 1, 2, or 3 such instances.

3 points for "Yes" indicating either 4 or 5 such instances.

0 points for "Yes" if more than 5 such instances.

4. How often do you require documented safety meetings to be held for construction employees and field supervisors during the course of a project?

*3 points for an answer of once each week or more often.
0 points for any other answer*

5. List your firm's Experience Modification Rate (EMR) (California workers' compensation insurance) for each of the past three premium years:

NOTE: An Experience Modification Rate is issued to your firm annually by your workers' compensation insurance carrier.

Current year: _____

Previous year: _____

Year prior to previous year: _____

If your EMR for any of these three years is or was 1.00 or higher, you may, if you wish, attach a letter of explanation.

NOTE: An Experience Modification Rate is issued to your firm annually by your workers' compensation insurance carrier.

5 points for three-year average EMR of .95 or less

3 points for three-year average of EMR of more than .95 but no more than 1.00

0 points for any other EMR

6. Within the last five years, has there ever been a period when your firm had employees but was without workers' compensation insurance or state-approved self-insurance?

☐ Yes ☐ No

5 points for either "No" or "Yes" indicating 1 such instance.

0 points for any other answer.

7. Has there been more than one occasion during the last five years on which your firm was required to pay either back wages or penalties for your own firm's failure to comply with the state's prevailing wage laws?

☐ Yes ☐ No

NOTE: This question refers only to your own firm's violation of prevailing wage laws, not to violations of the prevailing wage laws by a subcontractor.

If your firm's average gross revenues for the last three years was less than \$50 million, scoring is as follows:

5 points for either "No," or "Yes" indicating either 1 or 2 such instance.

3 points for "Yes" indicating 3 such instances.

0 points for "Yes" and more than 3 such instances.

If your firm's average gross revenues for the last three years was more than \$50 million, scoring is as follows:

5 points for either "No" or "Yes" indicating no more than 4 such instances.

3 points for "Yes" indicating either 5 or 6 such instances.

0 points for "Yes" and more than 6 such instances.

8. During the last five years, has there been more than one occasion on which your own firm has been penalized or required to pay back wages for failure to comply with the federal Davis-Bacon prevailing wage requirements?

☐ Yes ☐ No

If your firm's average gross revenues for the last three years was less than \$50 million, scoring is as follows:

5 points for either "No," or "Yes" indicating either 1 or 2 such instance.

3 points for "Yes" indicating 3 such instances.

0 points for "Yes" and more than 3 such instances.

If your firm's average gross revenues for the last three years was more than \$50 million, scoring is as follows:

5 points for either "No" or "Yes" indicating no more than 4 such instances.

3 points for "Yes" indicating either 5 or 6 such instances.

0 points for "Yes" and more than 6 such instances.

9. Provide the **name, address and telephone number** of the apprenticeship program sponsor(s) (approved by the California Division of Apprenticeship Standards) that will provide apprentices to your company for use on any public work project for which you are awarded a contract by *[Public Entity]*.
-
-

***5 points if at least one approved apprenticeship program is listed.
0 points for any other answer.***

10. If your firm operates its own State-approved apprenticeship program:
- (a) Identify the craft or crafts in which your firm provided apprenticeship training in the past year.
 - (b) State the year in which each such apprenticeship program was approved, and attach evidence of the most recent California Apprenticeship Council approval(s) of your apprenticeship program(s).
 - (c) State the number of individuals who were employed by your firm as apprentices at any time during the past three years in each apprenticeship and the number of persons who, during the past three years, completed apprenticeships in each craft while employed by your firm.

5 points if one or more persons completed an approved apprenticeship while employed by your firm.

0 points if no persons completed an approved apprenticeship while employed by your firm.

11. At any time during the last five years, has your firm been found to have violated any provision of California apprenticeship laws or regulations, or the laws pertaining to use of apprentices on public works?

NOTE: You may omit reference to any incident that occurred prior to January 1, 1998 if the violation was by a subcontractor and your firm, as general contractor on a project, had no knowledge of the subcontractor's violation at the time they occurred.

☐ Yes ☐ No.

If yes, provide the date(s) of such findings, and attach copies of the Department's final decision(s).

If your firm's average gross revenues for the last three years was less than \$50 million, scoring is as follows:

5 points for either "No," or "Yes" indicating either 1 or 2 such instance.

3 points for "Yes" indicating 3 such instances.

0 points for "Yes" and more than 3 such instances.

If your firm's average gross revenues for the last three years was more than \$50 million, scoring is as follows:

5 points for either "No" or "Yes" indicating no more than 4 such instances.

3 points for "Yes" indicating either 5 or 6 such instances.

0 points for "Yes" and more than 6 such instances.

Pre-Qualifications Experience Ratings

Part III: Recent Construction Experience Completed

The required projects to be listed shall be up to six (6) parks and recreation new construction projects, completed within the last 3 years. Projects must be a park or a part of a park constructed for a public agency. School and rehabilitation projects would not be considered a new park and recreation project. These can be applied as part of the three (3) largest completed projects in addition to the six (6) required. This applies to general, landscape and subcontractors. Use separate sheets of paper that contain the following information:

___ Public Park (10 pts per park) ___ School/Institution (5pts per) ___ Private (2 pts per)

Project Name: _____

Location: _____

Owner: _____

Owner Contact (Name and current phone number): _____

Architect/Engineer: _____

Architect/Engineer Contact (Name and current phone number):

Construction Manager (Name and current phone number):

Description of Project/Scope of Work Performed:

Original Contract Amount: \$ _____ Total Contract Amount: \$ _____

of Change Orders: _____ Total Value of Approved Change Orders: \$ _____

Original Scheduled Completion Date: _____ Time Extensions Granted (# of days) _____

Actual Date of Completion: _____

On Budget (10 pts per)

On Time (10 pts per)

Total Possible Points (255 points) Plus Interviews (Total 120) = 375

Questions concerning recent construction projects completed:
(one question, plus 11 interview questions)

The following question to be scored only where a public agency is undertaking a pre-qualification procedure valid for a single project only.

1. Contractor shall provide information about its six most recently completed public works projects and its three largest completed private projects within the last three years.¹⁰ Names and references must be current and verifiable. Use separate sheets of paper that contain all of the following information:

Project Name: _____

Location: _____

Owner: _____

Owner Contact (name and current phone number):

Architect or Engineer: _____

Architect or Engineer Contact (name and current phone number):

Construction Manager (name and current phone number):

Description of Project, Scope of Work Performed:

Total Value of Construction (including change orders): _____

Original Scheduled Completion Date: _____

Time Extensions Granted (number of days): _____

Actual Date of Completion: _____

* * * * *

¹⁰ If you wish, you may, using the same format, also provide information about other projects that you have completed that are similar to the project(s) for which you expect to bid.

Scoring of previous projects completed:

For pre-qualification for a single project that may require specific skills and capabilities, public agencies may choose to score contractors for the number of similar projects completed, and the degree of similarity between past projects and the planned project. DIR has not suggested any scoring for this aspect of the pre-qualification process, because of the numerous possible variations in both the type of project to be built and the points of similarity between the pending project and past projects that may be significant to the public agency.

MODEL INTERVIEW QUESTIONS

MODEL INTERVIEW QUESTIONS

The following questions will be used to interview randomly selected contacts from at least two completed projects. [Public Entity] will conduct the interviews. No action on the contractor's part is necessary. These questions are included on the package given to the contractor for information only.

The highest possible score is 120 Points. A score less than 55 points disqualifies a contractor from bidding on projects that are proposed by [Public Entity]. A score of between 56 and 72 indicates *the Public Entity* should conduct an interview of another contact, that is, a manager of another completed project. A score of 72 or higher on each of two interviews is sufficient for pre-qualification.

First, please give a brief description of the project.

1. Are there any outstanding stop notices, liens, or claims by the contractor that are currently unresolved on contracts for which notices of completion were recorded more than 120 days ago? (1 point for each is deducted from overall score; maximum amount to be deducted is 5 points)
2. On a scale of 1-10, with 10 being the best, did the contractor provide adequate personnel? (Max. 10 points)
3. On a scale of 1-10, with 10 being the best, did the contractor provide adequate supervision? (Max. 10 points)
4. On a scale of 1-10, with 10 being the best, was there adequate equipment provided on the job? (Max. 10 points)
5. On a scale of 1-10, with 10 being the best, was the contractor timely in providing reports and other paperwork, including change order paperwork and scheduling updates? (Max. 10 points)
6. On a scale of 1-10, with 10 being the best, did the contractor adhere to the project schedule that your [agency] [business] approved? (Max. 10 points)
7. Was the project completed on time? (10 points if the answer is "Yes").
Or, if the answer is "no," on a scale of 1-10, with 10 being the best, to what extent was the contractor responsible for the delay in completion?
8. On a scale of 1-10, with 10 being the best, rate the contractor on the timely submission of reasonable cost and time estimates to perform change order work. (Max. 10 points)

9. On a scale of 1-10, with 10 being the best, rate the contractor on how well the contractor performed the work after a change order was issued, and how well the contractor integrated the change order work into the existing work. (Max. 10 points).
10. On a scale of 1-10, with 10 being the best, rate how has the contractor been performing in the area of turning in Operation & Maintenance manuals, completing as-built drawings, providing required training and taking care of warranty items? (Max. 10 points)
11. On a scale of 1-10, with 10 being the best, rate the contractor on whether there were an unusually high number of claims, given the nature of the project, or unusual difficulty in resolving them. (Max. 10 points)
12. On a scale of 1-10, with 10 being the highest, rate the contractor with respect to timely payments by the contractor to either subcontractors or suppliers. (If the person being interviewed knows of no such difficulties, the score on this question should be "10.")
13. On a scale of 1-10, with 10 being the best, how would you rate the quality of the work overall? (Max. 10 points)

**INSTRUCTIONS FOR PUBLIC
AGENCIES RE:
INTERVIEW QUESTIONS**

INSTRUCTIONS FOR PUBLIC AGENCIES

Re: Interview Questions

The following is meant to assist the public agency to conduct the interviews of the managers of projects previously completed (that is, the people who supervised the projects for the project owners) by the contractor wishing to pre-qualify. The interview questions allow qualitative review of work performance for contractors who choose to bid and pre-qualify for public works contracts. The interview questions will be used to examine randomly selected contacts from at least two completed past projects.

In each question, the person being interviewed is asked to rate a certain aspect of contractor's performance, using a scale of 1 to 10. The highest possible score is 120 points. A score of less than 55 points disqualifies the contractor from bidding on projects that are proposed by the public agency. A score of **72 points or more** on each interview is sufficient for a contractor to qualify on this portion of the prequalification process. If the scores resulting from an interview are between 55 and 72, the public agency should conduct another interview to collect additional information.

It is possible that the score given to any interview answer may be challenged in an appeal. For that reason, be sure to: (a) ask the person being interviewed for specific information or details, to explain or substantiate the numerical answer given; and (b) take written notes of the information provided.

Selection of the Interviewer:

- (a) The public agency should select an individual who is at least moderately well informed about public works construction.
- (b) The individual should be unbiased during the interview; this is to ensure accurate implementation of the interview questions.
- (c) The individual should not use examples or deviate from the questions unless the project manager is unclear and prompts further explanation. The interviewer should offer additional explanation of the questions only if he/she is sure of the intent of the question in the interview.

Locating the respondent to interview:

- (a) The interviewer should attempt to contact a project manager of a past project for the interview. The interviewer should be aware that for one interview to be completed, there may be a need to interview multiple individuals. That is, the interviewer may have to contact multiple individuals, such as the project manager concerning the building process, and a financial manager for warranty items, assessed liens, and the like.
- (b) Once reached, the interviewer should review the information contained in the questionnaire of the past project with the project manager. That is, review who is being interviewed and why (purposes of pre-qualifying for public works), the past project type, completion date, and other pertinent information to ensure that the project manager is sure of the project he/she is asked to review.

Interview Length:

- (a) The interview should take 8-12 minutes, under normal circumstances.
- (b) The interviewer, when contacting the project manager, should convey the expected time which it takes to conduct the interview. This is to ensure the individual is not discouraged from taking part in the interview

Conducting the interviews:

- (a) The interview should examine at least two separate past projects listed in the questionnaire.
- (b) After the interview is scored, the interviewer should compare the interview score with the same contractor's score on the written questionnaire. If the ratings (overall scores) are far apart, the interviewer should conduct at least one/two more interviews to determine how past performance should be weighted.
- (c) While conducting the interview, the interviewer should be consistent with the way the questions are presented. That is, if the interviewer changes the way questions are presented during the review, it could potentially change the way the respondent answers the questions and jeopardize the overall scoring.

**REQUEST FOR
PRE-QUALIFICATION OF
BIDDERS COMMENCING
WITH FORTHCOMING
PUBLIC WORK BID**

**REQUEST FOR PRE-QUALIFICATION OF BIDDERS COMMENCING
WITH FORTHCOMING PUBLIC WORK BID**

[Pre-qualification procedure begun at the same time as RFP]

Notice is hereby given that [Public Entity] has determined that all bidders on [Name of specific project] to be undertaken by the [Public Entity] must be pre-qualified prior to submitting a bid on that project. It is mandatory that all Contractors who intend to submit a bid, fully complete the pre-qualification questionnaire, provide all materials requested herein, and be approved by [Public Entity] to be on the final qualified Bidders list. No bid will be accepted from a Contractor that has failed to comply with these requirements. If two or more business entities submit a bid as part of a Joint Venture, or expect to submit a bid as part of a Joint Venture, each entity within the Joint Venture must be separately qualified to bid. The last date to submit a fully completed questionnaire is mm/dd/yy. [35 days prior to the bid closing date]. Contractors are encouraged to submit pre-qualification packages as soon as possible, so that they may be notified of omissions of information to be remedied or of their pre-qualification status well in advance of the bid advertisement for this project.

Answers to questions contained in the attached questionnaire, information about current bonding capacity, notarized statement from surety, and the most recent reviewed or audited financial statements, with accompanying notes and supplemental information, are required. [Public Entity] will use these documents as the basis of rating Contractors in respect to the size and scope of contracts upon which each Contractor is qualified to bid. [Public Entity] reserves the right to check other sources available. [Public Entity's] decision will be based on objective evaluation criteria.

[Public Entity] reserves the right to adjust, increase, limit, suspend or rescind the pre-qualification rating based on subsequently learned information. Contractors whose rating changes sufficient to disqualify them will be notified, and given an opportunity for a hearing consistent with the hearing procedures described below for appealing a pre-qualification rating.

While it is the intent of the pre-qualification questionnaire and documents required therewith to assist [Public Entity] in determining bidder responsibility prior to bid and to aid [Public Entity] in selecting the lowest responsible bidder, neither the fact of pre-qualification, nor any pre-qualification rating, will preclude [Public Entity] from a post-bid consideration and determination of whether a bidder has the quality, fitness, capacity and experience to satisfactorily perform the proposed work, and has demonstrated the requisite trustworthiness.

The pre-qualification packages should be submitted under seal and marked "CONFIDENTIAL" to _____ [address].

The pre-qualification packages (questionnaire answers and financial statements) submitted by Contractors are not public records and are not open to public inspection. All information provided will be kept confidential to the extent permitted by law. However, the contents may be disclosed to third parties for purpose of verification, or investigation of substantial allegations, or in the appeal hearing. State law requires that the names of contractors applying for pre-qualification status shall be public records subject to disclosure, and the first page of the questionnaire will be used for that purpose.

Each questionnaire must be signed under penalty of perjury in the manner designated at the end of the form, by an individual who has the legal authority to bind the Contractor on whose behalf that person is signing. If any information provided by a Contractor becomes inaccurate, the Contractor must immediately notify [Public Entity] and provide updated accurate information in writing, under penalty of perjury.

[Public Entity] reserves the right to waive minor irregularities and omissions in the information contained in the pre-qualification application submitted, to make all final determinations, and to determine at any time that the pre-qualification procedures will not be applied to a specific future public works project.

Contractors may submit pre-qualification packages during regular working hours on any day that the offices of *Public Entity* are open. Contractors who submit a complete pre-qualification package will be notified of their qualification status no later than ten business days after submission of the information.

[Public Entity] may refuse to grant pre-qualification where the requested information and materials are not provided, or not provided by mm/dd/yy [date specified in first paragraph – 35 days before bid closing] There is no appeal from a refusal for an incomplete or late application, but re-application for a later project is permitted. The closing time for bids will not be changed in order to accommodate supplementation of incomplete submissions, or late submissions.

Where a timely and completed application results in a rating below that necessary to pre-qualify, an appeal can be made. An appeal is begun by the Contractor delivering notice to [Public Entity] of its appeal of the decision with respect to its pre-qualification rating, no later than ten business days prior to the closing time for the receipt of bids for this public works project. Without a timely appeal, the Contractor waives any and all rights to challenge the decision of [Public Entity], whether by administrative process, judicial process or any other legal process or proceeding.

If the Contractor gives the required notice of appeal and requests a hearing, the hearing shall be conducted so that it is concluded no later than five business days after *Public Entity's* receipt of the notice of appeal, and no later than five business days prior to the last date for the receipt of bids on the project. The hearing shall be an informal process conducted by a panel to whom the [governing body of *Public Entity*] has delegated responsibility to hear such appeals (the "Appeals Panel"). At or prior to the hearing, the Contractor will be advised of the basis for [Public Entity's] pre-qualification determination. The Contractor will be given the opportunity to present information and present reasons in opposition to the rating. Within one day after the conclusion of the hearing, the Appeals Panel will render its decision. It is the intention of [Public Entity] that the date for the submission and opening of bids will not be delayed or postponed to allow for completion of an appeal process.

Note: A contractor may be found not pre-qualified for bidding on a specific public works contract to be let by *Public Entity*, or on all contracts to be let by *Public Entity* until the contractor meets *Public Entity's* requirements. In addition, a contractor may be found not pre-qualified for either:

- (1) Omission of requested information or

(2) Falsification of information

* * * * *

NOTICE: To contractors who are using subcontractors for this job, please be advised that *Public Entity* **may** require, as to subcontractors, one of the following:

- ☐ The qualification of subcontractors in the following crafts or trades, following acceptance of your bid, but before the award is made:

- ☐ Pre-qualification of all subcontractors.
- ☐ Pre-qualification of subcontractors in certain crafts.
- ☐ Post-bid qualification review.

**ANNOUNCEMENT OF
PRE-QUALIFICATION
PROCEDURES AND OPEN
DATES FOR ANNUAL
PRE-QUALIFICATION**

ANNOUNCEMENT OF PRE-QUALIFICATION PROCECURES AND OPEN DATES FOR ANNUAL PRE-QUALIFICATION

Notice is hereby given that on _____, 2000, the _____ [Public Entity] determined that all bidders on public works to be undertaken by the [Public Entity] must be pre-qualified prior to submitting bids for public works. It is mandatory that all Licensed Contractors who intend to submit bids fully complete the pre-qualification questionnaire, provide all materials requested herein, and be approved by [Public Entity] to be on the final Bidders list. No bid will be accepted from a Contractor that has failed to comply with these requirements. If two or more business entities submit a bid on a project as a Joint Venture, or expect to submit a bid as part of a Joint Venture, each entity within the Joint Venture must be separately qualified to bid.

Pre-qualification applications may be submitted four times each year: (1) from January 1 through January 10; (2) from April 1 through April 10; (3) from July 1 through July 10; and (4) from October 1 through October 10. Contractors who submit a complete pre-qualification package will be notified by first class mail of their qualification status, such notice to be mailed no later than fifteen business days after submission of the information.

Answers to questions contained in the attached questionnaire, information about current bonding capacity on an aggregate and per project limit, notarized statement from surety, and the most recent reviewed or audited financial statements, with accompanying notes and supplemental information, are required. [Public Entity] will use these documents as the basis of rating Contractors in respect to the size and scope of contracts upon which each Contractor is qualified to bid. [Public Entity] reserves the right to check other sources available. [Public Entity's] decision will be based on objective evaluation criteria.

Pre-qualification approval will remain valid for one (1) calendar year from the date of notice of qualification, except that [Public Entity] reserves the right during that calendar year to adjust, increase, limit, suspend or rescind the pre-qualification ratings based on subsequently learned information and after giving notice of the proposed action to the Contractor and an opportunity for a hearing consistent with the hearing procedures described below for appealing a pre-qualification determination.

While it is the intent of the pre-qualification questionnaire and documents required therewith to assist [Public Entity] in determining bidder responsibility prior to the submission of bids and to aid [Public Entity] in selecting the lowest responsible bidder, neither the fact of pre-qualification, nor any pre-qualification rating, will preclude [Public Entity] from a post-bid consideration and determination on a specific project of whether a bidder has the quality, fitness, capacity and experience to satisfactorily perform the proposed work, and has demonstrated the requisite trustworthiness. Contractors are encouraged to submit pre-qualification packages as soon as possible, so that they may be notified of pre-qualification status well in advance of upcoming projects.

The pre-qualification packages should be submitted under seal and marked "CONFIDENTIAL" to _____ [address].

The pre-qualification packages (questionnaire answers and financial statements) submitted by Contractors are not public records and are not open to public inspection. All information provided will be kept confidential to the extent permitted by law, although the contents may be disclosed to third parties for the purpose of verification, investigation of substantial allegations, and in the process of an appeal hearing. State law requires that the names of contractors applying for pre-qualification status shall be public records subject to disclosure, and the first page of the questionnaire will be used for that purpose.

Each questionnaire must be signed under penalty of perjury in the manner designated at the end of the form, by an individual who has the legal authority to bind the Contractor on whose behalf that person is signing. If any information provided by a Contractor becomes inaccurate, the Contractor must immediately notify *[Public Entity]* and provide updated accurate information in writing, under penalty of perjury.

[Public Entity] reserves the right to waive minor irregularities and omissions in the information contained in the pre-qualification application submitted, to make all final determinations, and to determine at any time that the pre-qualification procedures will not be applied to a future public works project.

A contractor who has submitted a completed application form, and who receives a rating of "not qualified" from *[Public Entity]* may appeal that determination. There is no appeal from a finding that a contractor is not pre-qualified because of a failure to submit required information, but re-application during one of the designated time periods is permitted. A contractor may appeal *[Public Entity's]* decision with respect to its request for pre-qualification, and request a hearing, by giving notice to *[Public Entity]* no later than ten business days after receipt of notice of its qualification status. Unless a Contractor files a timely appeal, the Contractor waives any and all rights to challenge the qualification decision of *[Public Entity]*, whether by administrative process, judicial process or any other legal process or proceeding.

If the Contractor gives the required notice of appeal and requests a hearing, the hearing shall be conducted so that it is concluded no later than ten business days after *Public Entity's* receipt of its Notice of Appeal. The hearing so provided shall be an informal process conducted by a panel to whom the *[governing body of Public Entity]* has delegated responsibility to hear such appeals (the "Appeals Panel"). At or prior to the hearing, the Contractor will be advised of the basis for *[Public Entity's]* pre-qualification determination. The Contractor will be given the opportunity to present information and present reasons in opposition to the pre-qualification determination. At the conclusion of the hearing or no later than one day after completion of the hearing, the Appeals Panel will render its decision. The date for submission and opening of bids for a specific project will not be delayed or postponed to allow for completion of an appeal process.

Note: A contractor may be found not pre-qualified for bidding on a specific public works contract to be let by *Public Agency*, or on all contracts to be let by *Public Agency* until the contractor meets *Public Agency's* requirements. In addition, a contractor may be found not pre-qualified for either:

- (1) Omission of requested information or
- (2) Falsification of information

* * * * *

NOTICE: To contractors who are using subcontractors for this job, please be advised that *Public Entity* may require, as to subcontractors, one of the following:

- ☐ The qualification of subcontractors in the following crafts or trades, following acceptance of your bid, but before the award is made:

- ☐ Pre-qualification of all subcontractors.
- ☐ Pre-qualification of subcontractors in certain crafts.
- ☐ Post-bid qualification review.

SOURCES FOR VERIFICATION OF INFORMATION GIVEN BY CONTRACTORS

SOURCES FOR VERIFICATION OF INFORMATION GIVEN BY CONTRACTORS

A CAUTIONARY NOTE: *The information that will be given to public agencies by contractors seeking pre-qualification is provided under oath, with the understanding that the intentional providing of false information is, in itself, grounds for disqualification. We expect that the information given should be and will be accepted at face value. The following information is provided for use in the few instances in which a public agency reviewing the answers given in a questionnaire has specific reason to believe that one or more answers should be verified by reference to publicly available information.*

Information about a contractor's license(s) (Questionnaire Part I, question 6, and Part II, questions 6 and 9-13)

Names and addresses of licensed contractors, information about the type of license(s) issued and the dates when licenses were issued (and certain other information), are available from the Contractors' State Licensing Board (CSLB), 9821 Business Park Drive, Sacramento, CA 95827. Telephone number 800-321-2752. The CSLB web site for public information is: www.CSLB.ca.gov.

Information about workers' compensation insurance (Part I, question 3 and Part II, questions 32-33)

Every workers' compensation insurance carrier issues to each of its insured businesses a Certificate of Insurance. The contractor should be willing to provide a copy upon request.

Each contractor's Experience Modification Rate for the year should be stated in a letter to the contractor from the contractor's workers' compensation insurance carrier.

Some large companies are legally self-insured for workers' compensation, with the consent and authorization of the Department of Industrial Relations. The names of companies that are legally self-insured are available from the Department's Office of Self-Insurance Plans, Workers' Compensation, 2265 Watt Avenue, Suite 1, Sacramento, CA 95825; (916) 483-3392.

The names of each business's current and recent workers' compensation insurance carriers are available from the Workers' Compensation Insurance Reporting Bureau (WCIRB), 575 Market Street, San Francisco, telephone (415) 777-0777. WCIRB is not a public agency but it provides information to the public. It will provide the names of the current and recent workers' compensation insurance carriers of every employer in California, in response to a written request, for a fee of \$8 for every year for which you seek information.

**Information about whether surety insurance carriers
are “admitted” to do business in California
(Part I, question 5)**

The California Department of Insurance will verify whether an insurance carrier is “admitted” to issue insurance policies within the State. The Department has a “Hot-Line” number – 800-927-4357, and a web-site from which the information is available: www.insurance.ca.gov

**Information on disqualification from bidding on public contracts
(Part I, question 8 and Part II, question 15)**

Information on the identities of contractors that have been disqualified from bidding on public works contracts is available from the California Labor Commissioner, Division of Labor Standards Enforcement, 455 Golden Gate Avenue, San Francisco, telephone (415) 703-4810.

**Information available from the Secretary of State about corporations
(Part II, questions 1a-1d, 2-4)**

The California Secretary of State has certain current and historical information about all corporations that operate in California: dates of incorporation, articles of incorporation, the name of the original incorporators, the names of the corporate officers (who are not necessarily the corporate stockholders) and an agent for service of process for the corporation. This information is available from the Secretary of State upon written request. (Secretary of State, Business Programs Division, 1500 Eleventh Street, Sacramento, CA 95814. Telephone (916) 653-2121 or 653-1239). The Secretary of State does not ordinarily have a listing of the names of initial stockholders or current stockholders, and that information is generally not available in any public record.

**Information available from County Clerks about
partnerships and sole proprietorships
(Part I, questions 1a-1d, 2-4)**

Every business, including a partnership, that operates under a “fictitious name” (for example, “Ajax Sheet Metal Contractors” or “Smith Brothers Electrical Contractors”) is required to file with the County Clerk in the county in which its home office is located a “Fictitious Business Name” statement. This statement will indicate the owner of the business, if the business is a sole proprietorship, and the names of partners, if the business is a partnership. The information is available to the public from the County Clerk upon request. A written request may be necessary.

Information about bankruptcy proceedings
(Part II, questions 7 and 8)

Bankruptcy petitions, which include the names of the person or business that is seeking protection from the Bankruptcy Court, are available for public inspection at the office of the Clerk of each Bankruptcy Court (which are federal courts). In California, Bankruptcy Courts are located in Sacramento, Modesto, Fresno, San Francisco, Oakland, San Jose, Los Angeles, Santa Ana, Riverside, and San Diego. Most documents filed in court in bankruptcy proceedings are available for public inspection, at the Bankruptcy Court clerk's office. Some information on bankruptcy filings may also be available from commercial enterprises that collect and sell information from public records). In addition some information about bankruptcy cases filed August 1990 and later is available on-line through the "PACER" (Public Access to Court Electronic Records) system. To obtain information from PACER, you must register with the system, and pay a fee for the materials obtained. Call 1-800-676-6856 or you may register online at <http://pacer.psc.uscourts.gov/>.

Information about civil suits and arbitration cases
(Part II, questions 14, 17 and 18)

Each court keeps records of every civil suit filed in that court, and of the judgments that are issued after trials. However, the exact terms of pre-trial settlements are generally not recorded in court files. Documents related to disputes submitted to arbitration are generally not available for public inspection. Public agencies, however, are required to disclose the terms of such settlements, when documents are requested under the California Public Records Act.

Information about criminal convictions
(Part I, question 9, and Part II, questions 21, 22, and 23)

Criminal convictions are a matter of public record. Each courthouse (in both the federal and state court systems) has an index of its own criminal records. In addition, a few data collection businesses have collected criminal conviction information from public records throughout the state, and the collected information about particular individuals or businesses is available for sale from these private businesses.

Information about Federal court civil and criminal cases
(Part I, question 9)

Information about federal criminal cases (filed August 1991 and later) and civil cases (filed August 1990 and later) is available on-line through the "PACER" (Public Access to Court Electronic Records) system. To obtain information from PACER, you must register with the system, and pay a fee for the materials obtained. Call 1-800-676-6856) or you may register online at <http://pacer.psc.uscourts.gov/>.

**Information about citations issued for violation of
industrial safety and health laws**
(Part II, questions 28 and 29)

Information about citations issued by both the federal Occupational Safety and Health Administration and the California Division of Occupational Safety and Health (Cal OSHA) are available on a web-site maintained by federal OSHA, <http://www.osha.gov>. At that web site, click on "Library." On the Library page, click on "Statistics and Inspection Data." Next, click on "Establishment Search." When the next screen appears, enter the name of the contractor about whom you seek information in the "Establishment" window. In the "Process" window, enter the number 999999. Click on California in the "State" window. In the "Inspection Date" window, enter "1990." Then click the submit button.

Information about prevailing wage law violations
(Part II, question 34)

Information about recent prevailing wage law violations is available from the Division of Labor Standards Enforcement, at 2424 Arden Way, Suite 360, Sacramento, CA 95825. A model letter asking for such information is enclosed.

**Citations from either Air Quality or Water Quality Board
for violations of regulations**
(Part II, question 30)

Information about citations issued by the California Air Resources Board is available from that agency under the Public Records Act. Their address is 2020 L Street, Sacramento, CA 95814, or Post Office Box 2815, Sacramento, 95812. In addition, Regional Air Quality Management Districts and Regional Water Quality Control Boards throughout the state may issue citations for violation of air quality or water quality standards. Consult the appropriate board in your area for information about how to gather appropriate information.

**Information about state-approved apprenticeship plans
and violations of state apprenticeship laws**
(Part II, questions 36-38)

Information about violations of state apprenticeship laws can be obtained from the Division of Apprenticeship Standards, 455 Golden Gate Avenue, 8th Floor, Post Office Box 420603, San Francisco, CA 94142.

Pre-Qualifications Experience

Part III: Recent Construction Experience Completed

The required projects to be listed shall be a minimum of six (6) parks construction projects, completed within the last 3 years. Projects must be a park or a part of a park constructed for a public agency. School and institutional projects would not be considered a new park and recreation project. No more than three (3) park rehabilitation projects can be applied as part of the six (6) required parks construction projects. This applies to general, landscape and identified subcontractors. Use separate sheets of paper that contain the following information:

___ Public Park ___ School/Institution ___ Private

Project Name: _____

Location: _____

Owner: _____

Owner Contact (Name and current phone number): _____

Architect/Engineer: _____

Architect/Engineer Contact (Name and current phone number):

Construction Manager (Name and current phone number):

Description of Project/Scope of Work Performed:

Original Contract Amount: \$ _____ Total Contract Amount: \$ _____

of Change Orders: _____ Total Value of Approved Change Orders: \$ _____

Original Scheduled Completion Date: _____ Time Extensions Granted (# of days) _____

Actual Date of Completion: _____

.....

Continued on next page

I, the undersigned, certify and declare that I have read all of the foregoing answers to this prequalification questionnaire and know their contents. The matters stated in the questionnaire answers are true of my own knowledge and belief, except as to those matters stated on information and belief, and as to those matters I believe them to be true. I declare under penalty of perjury under the State of California, that the foregoing is correct.

Dated: _____

(Name)

Pre-Qualifications Experience **Ratings**

Part III: Recent Construction Experience Completed

The required projects to be listed shall be up to six (6) parks and recreation new construction projects, completed within the last 3 years. Projects must be a park or a part of a park constructed for a public agency. School and rehabilitation projects would not be considered a new park and recreation project. These can be applied as part of the three (3) largest completed projects in addition to the six (6) required. This applies to general, landscape and subcontractors. Use separate sheets of paper that contain the following information:

___ Public Park **(10 pts per park)** ___ School/Institution **(5pts per)** ___ Private **(2 pts per)**

Project Name: _____

Location: _____

Owner: _____

Owner Contact (Name and current phone number): _____

Architect/Engineer: _____

Architect/Engineer Contact (Name and current phone number):

Construction Manager (Name and current phone number):

Description of Project/Scope of Work Performed:

Original Contract Amount: \$_____ Total Contract Amount: \$_____

of Change Orders: _____ Total Value of Approved Change Orders: \$_____

Original Scheduled Completion Date: _____ Time Extensions Granted (# of days) _____

Actual Date of Completion: _____

On Budget (10 pts per project)

On Time (10 pts per project)

Non-Owner generated change orders: 5 or less (10 pts per project); 6 to 9 (1 pt per project); 10+ (0 pts per project)

Minimum Points to be pre-qualified (240 points)



Parks, Recreation & Libraries

316 Vernon Street, Suite 400

Roseville, CA 95678

December 2, 2021

NOTICE: Pre-Qualification for Construction of Specified Park & Recreation Facilities for 2022

To Whom It May Concern:

General Information

Roseville is an incorporated city with a population of over 143,000 residents, located on Interstate 80, approximately 15 miles northeast of Sacramento, California and continues to grow. At build out, the parks system would include over 140 parks.

Notice

Notice is hereby given that the City of Roseville, Parks, Recreation & Libraries Department is hereby pre-qualifying all bidders for the following park and recreation construction projects:

- 1) Long Field Sports Complex, located off of Blue Oaks and Westbrook in the West Roseville area. Depending on General Fund offsets for maintenance, the park or a portion thereof, may be constructed.
- 2) W-50D Neighborhood Park, a 1.2 acre neighborhood park in West Roseville off of Westbrook Drive, Castle Rock Way at Garland.
- 3) Gibson Park, Phase 1, installation of phase one improvements of this 12.5 acre park site at Gibson Drive and Roseville Parkway.
- 4) Royer Park Play Area Expansion, replacement and expansion of the school-aged play structure creating a destination level picnic and playground at Royer Park.
- 5) Saugstad Park Re-envisioning, revitalization of an existing 17 acre park off of Douglas Boulevard, pending funding via state grants.
- 6) Denio Family Park, Phase 1, a 95.5 acre site, half of the site is a Preserve, located off of Fiddymont to the east, Hayden Parkway to the south, Corin Drive on the west and Blue Oaks on the north.
- 7) Campus Oaks City-wide Park Site, an 11 acre park site within the Campus Oaks master planned area off of Roseville Parkway.
- 8) Campus Oaks park CO-62 (Couplet), 2.2 acre linear park site within the Campus Oaks master planned area off of Crimson Ridge Way.
- 9) Maidu Softball Restroom Upgrades, upgrade the restrooms to meet current codes, including ADA.
- 10) Johnson Pool Building and Pool Upgrades, upgrade the building to meet current codes, including ADA and retrofit the pool, pool deck and mechanical system and pump room.

After the pre-qualification process has been completed, the City will issue a Notice to Contractors for each of these projects to pre-qualified Contractors. It is mandatory that all Primary Contractors who

www.roseville.ca.us

intend to submit a bid(s) for any of these projects shall fully complete the pre-qualification questionnaire, provide **all** materials requested herein, and be approved by the City of Roseville to be on the final qualified bidders' list. **This year, subcontractors of any trade are not required to be pre-qualified.**

Please note the following:

- The process includes three parts. Contractors must qualify for all items noted in Part I including financial solvency, and receive a minimum rating score in each of the following:
 - Organizational Structure, History
 - Safety
 - Park Experience within the last three (3) years
 - Interview with Past Project Contacts (Randomly chosen)
- If a company is a certified Small Business Enterprise, Minority Business Enterprise or Women-owned Business Enterprise, a financial statement is not required, however, a copy of the qualifying certificate and a notation in the submittal as to the business status **must** be included and noted.
- All contractors must register with the Department of Industrial Relations (DIR) in order to work on public works projects. Contractors submitting for this pre-qualification must attach a copy of the DIR registration as verification of compliance.
- No bid will be accepted from a Contractor that has failed to comply with these requirements.

Answers to questions contained in the attached questionnaire, information about current bonding capacity, notarized statement from surety, and the most recent reviewed or audited financial statements, with accompanying notes and supplemental information, are required. **Information provided in the questionnaire related to project experience shall be specific to park and recreation facility construction projects.** The City of Roseville will use these documents as the basis of rating Contractors in respect to the size and scope of contracts upon which each Contractor qualified to bid. The City of Roseville reserves the right to check other sources available. The City of Roseville's decision will be based on objective evaluation criteria.

While it is the intent of the pre-qualification questionnaire and documents required therewith to assist the City of Roseville in determining bidder responsibility prior to the submission of bids and to aid the City of Roseville in selecting the lowest responsible bidder, neither the fact of pre-qualification, nor any pre-qualification rating will preclude the City of Roseville from a post-bid consideration and determination of whether a bidder has the quality, fitness, capacity and experience to satisfactorily perform the proposed work, and has demonstrated the requisite trustworthiness.

A Contractor may be found not pre-qualified for bidding on a specific park contract to be let by the City of Roseville, or on all park construction contracts to be let by the City of Roseville, until the Contractor meets the City of Roseville's requirements. In addition, a Contractor may be found not pre-qualified for either:

- 1) Omission of requested information,
- 2) A determination of a risky or questionable financial solvency status; or
- 3) Falsification of information.

Contractor Registration: Effective March 1, 2015, no contractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Effective April 1, 2015, no contractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

City of Roseville Reservation of Rights

The City of Roseville reserves the right to adjust, increase, limit, suspend or rescind the pre-qualification rating based on subsequently learned information. Contractors who are thereafter disqualified will be notified, and given an opportunity for a hearing consistent with the hearing procedures described for appealing a pre-qualification rating.

The City of Roseville reserves the right to waive minor irregularities and omissions in the information contained in the pre-qualification application submitted, to make all final determinations, and to determine at any time that the pre-qualification procedures will not be applied to a specific future park project.

The City of Roseville will refuse to grant pre-qualification where the requested information and materials are not provided, or not provided by the due date noted below. There is no appeal from a finding that a Contractor is not pre-qualified because of an incomplete or late application, but reapplication for a later project is permitted. The closing time for all bids will not be changed in order to accommodate supplemental or incomplete submissions, or late submissions.

The City of Roseville may elect to randomly interview selected references from at least two (2) completed park projects. The City of Roseville will conduct those interviews. No action on the Contractor's part is necessary.

The City of Roseville cannot guarantee that all projects listed will be constructed this calendar year.

Submittal Due Date and Address

The last date to submit a pre-qualification package is 5:00 p.m., **January 3, 2022**.

The pre-qualification packages should be submitted under seal and marked "CONFIDENTIAL" with the title "PARKS PRE-QUALIFICATIONS SUBMITTAL" to the City Clerk's Office at 311 Vernon Street, Roseville, CA 95678. **All submittals must be made at the City Clerk's Office.** Faxed submissions will not be accepted.

Contractors may submit pre-qualification packages during regular working hours on any day that the offices of the City Clerk are open. Due to COVID, we recommend calling the Clerk's Office first before hand-delivering. Also note that courier services may experience delivery delays due to office closures or shortened days, depending on telework and/or stay at home orders. Contractors who submit a complete pre-qualification package will be notified of their qualification status between fifteen (15) and twenty (20) business days after submission deadline of the information. Reviews will begin the first business day after the submission deadline.

Public Records

The pre-qualification packages (questionnaire answers and financial statements) submitted by Contractors are not public record and are not open to public inspection. All information will be kept confidential to the extent permitted by law. However, the contents may be disclosed to third parties for purposes of verification, or investigation of substantial allegations, or in the appeal hearing. State law requires that the names of contractors applying for pre-qualification status shall be public record subject to disclosure, and the first page of the questionnaire will be used for that purpose.

Financial Solvency

In lieu of submitting financial statements, the City will conduct credit checks through a third party (one of the top three credit rating agencies). A score of **650** or less will be subject to additional review and may be grounds for disqualification. Submission of the questionnaire is an acknowledgement that a credit report of the company's financial standing will be obtained. **Therefore, financial statements submitted as a part of this questionnaire are not required.**

Execution of Questionnaire

Each questionnaire must be signed under penalty of perjury in the manner designated at the end of the form, by an individual who has the legal authority to bind the Contractor on whose behalf that person is signing. If any information provided by a Contractor becomes inaccurate, the Contractor must immediately notify the City of Roseville and provide updated accurate information in writing, under penalty of perjury.

Essential qualifications (Part I): all requirements must be met before Parts II and III are reviewed. See Page 1 for more information. It is important that all questions be fully answered and any back-up documentation included as noted in each question.

Each Section has a minimum rating score and all minimum ratings must be met or exceeded in order to be pre-qualified.

Appeals Process

Where a timely and completed application results in a rating below that necessary to pre-qualify, an appeal can be requested. There is no appeal from a finding that a Contractor is not pre-qualified because of an incomplete or late application. A Contractor may appeal the City of Roseville's decision with respect to its request for pre-qualification, and request a hearing, by giving written notice of appeal to the Parks, Recreation & Libraries Director, along with a complete written description of all factual and legal bases for the appeal, no later than ten (10) business days after the date of the written notice of its qualification status from the City. Appeals should be delivered to 316 Vernon Street Suite 400 Roseville, CA 95678 Attn: Parks, Recreation & Libraries Director. Unless a Contractor files a timely appeal, the Contractor waives any and all rights to challenge the qualification decision of the City of Roseville, whether by administrative process, judicial process or any other legal process or proceeding.

If the Contractor gives the required notice of appeal and requests a hearing, the hearing shall be conducted so that it is concluded no later than ten (10) business days after the City of Roseville's receipt of the notice of appeal. The hearing shall be an informal process conducted by a panel to whom the City Manager has delegated responsibility to hear such appeals (the "Appeals Panel"). At or prior to the hearing, the Contractor shall be advised of the basis for the City of Roseville's pre-qualification determination. The Contractor will be given the opportunity to present evidence and arguments in opposition to the pre-qualification determination. Within three (3) business days after the conclusion of the hearing, the Appeals Panel will render its decision in writing. It is the intention of the City of Roseville that the date for the submission and opening of bids will not be delayed or postponed to allow for completion of an appeal process.

Cancellation of Process

The City may cancel the prequalification process at any time, even after receiving and scoring applications. If the prequalification process is cancelled, the normal competitive bidding rules will apply. The City assumes no liability for the cost a prospective contractor may have incurred by submitting an application for prequalification, and the submittal of a prequalification application is a waiver to claim any such cost or losses due to cancellation of the process.

Additional information may be obtained by contacting Tara L. Gee, Park Planning & Development Superintendent at the Roseville Parks, Recreation & Libraries Department at 916-774-5253.

Please be assured that all submittals will be fully and objectively considered. We appreciate your interest in becoming partners with the City of Roseville.

Thank You,



Tara L. Gee
Park Planning & Development Superintendent

Attachments: Contact Information
Pre-Qualifications Questionnaire
Part I: Essential Requirements for Qualification
Part II: Organization, History, Organizational Performance, Compliance with Civil and Criminal Laws
Part III: Recent Construction Projects Completed (Note: Ensure projects listed are park & recreation projects)



COUNCIL COMMUNICATION

CC #: 1815

File #: 1007

Title: Roseville Golfland East Parking Lot - Deferred Improvement Agreement

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

Meeting Date: 12/1/2021

Item #: 6.6.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution to approve a Deferred Improvement Agreement with Roseville Golfland Limited Partnership for the construction of public improvements associated with the Golfland East Parking Lot located at 1850 Taylor Road and authorize the City Manager to execute it.

BACKGROUND

On August 9, 2018, the Planning Commission approved construction of a 175-space parking lot located at 1850 Taylor Road to accommodate overflow parking from the Roseville Golfland Sunsplash facility. The proposed improved parking lot is currently a dirt and gravel lot used by patrons of Golfland/Sunsplash, who frequently cross Taylor Road mid-block with no designated pedestrian crossing. As part of the parking lot approval, Golfland is required to install a traffic signal to provide for orderly egress and safe pedestrian crossing. The Golfland ownership group is not ready to complete the parking lot improvements, but wishes to proceed with traffic signal installation for the safety of their patrons. In order to ensure the parking lot is ultimately improved, staff recommends that the owner enter into a Deferred Improvement Agreement (DIA) with the City. The proposed DIA covers the parking lot paving, sidewalk, and landscaping. Deferring these improvements will allow the signalized intersection along Taylor Road to begin construction prior to construction commencing on the parking lot. Prior to final acceptance by the City, both the traffic signal and parking lot improvements will need to be completed by the developer. These improvements are secured with a bond in the amount of \$975,000 and will be paid for by the developer.

FISCAL IMPACT

The construction and cost of the deferred improvements are the responsibility of Roseville Golfland LTD, and the improvements are secured with a bond in the amount of \$975,000. This item will have no impact to the City's General Fund.

ENVIRONMENTAL REVIEW

A Mitigated Negative Declaration was prepared for the Northeast Roseville Specific Plan (NERSP) Parcel 16, Golfland East Parking Lot project and adopted by the Planning Commission on August 9, 2018. Execution of the proposed Deferred Improvement Agreement merely guarantees construction of the project evaluated in the adopted environmental document and would not result in any additional impacts. As such, no additional CEQA action is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

David Samuelson, Associate Engineer

Mike Isom, Development Services Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 21-466

deferred improvement agreement

RESOLUTION NO. 21-466

APPROVING A DEFERRED IMPROVEMENT AGREEMENT, BY AND BETWEEN THE
CITY OF ROSEVILLE AND ROSEVILLE GOLFLAND LIMITED PARTNERSHIP, AND
AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF
THE CITY OF ROSEVILLE

WHEREAS, a deferred improvement agreement regarding the Roseville Golfland East
Parking lot, by and between the City of Roseville and Roseville Golfland Limited Partnership,
has been reviewed by the City Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

RECORDING REQUESTED BY AND WHEN RECORDED,
PLEASE RETURN TO:

City Clerk
CITY OF ROSEVILLE
311 Vernon Street
Roseville, CA 95678

DEFERRED IMPROVEMENT AGREEMENT

(Project: Roseville Golf and East Parking Lot)

THIS AGREEMENT is made and entered into this _____ day of _____, 20____,
by and between the CITY OF ROSEVILLE, a municipal corporation, ("CITY") and
Roseville Golf and Ltd.
California
a Limited Partnership, ("DEVELOPER"), and

WITNESSETH:

A. DEVELOPER is the owner of a parcel of real property located in Roseville, Placer County, California, which is more particularly described in Exhibit "A" ("the Subject Property"), attached hereto and incorporated herein by reference. DEVELOPER currently intends to develop the Subject Property, and as a condition of such development, CITY requires that DEVELOPER construct or install certain improvements as specified in the following Exhibits, all of which are attached hereto and incorporated herein by reference: Exhibit "B" ("Description of Deferred Improvements"), Exhibit "C" ("Plan of Deferred Improvements") and Exhibit "D" ("Estimated Cost of Deferred Improvements").

B. DEVELOPER desires to defer construction or installation of the Deferred Improvements, and CITY is agreeable to such deferral.

NOW, THEREFORE, the parties agree as follows:

1. Agreement Runs with the Land. This Agreement is an instrument affecting the title or possession of the Subject Property. It shall run with the land, and all of the terms, covenants, conditions and restrictions of this Agreement shall be binding upon and inure to the benefit of all of the successors in interest of DEVELOPER. Upon sale or division of Subject Property, the terms, conditions, covenants and restrictions of this Agreement shall apply to each parcel, and the owner or owners of each parcel shall succeed to the obligations imposed upon DEVELOPER by this Agreement.

2. No Cost to City. DEVELOPER hereby covenants for himself, his successors, heirs and assigns, and for all persons succeeding in interest to title in the Subject Property, to construct or install all of the Deferred Improvements in the manner and at the time specified in this Agreement, at no cost to CITY.

3. Timing of Construction. DEVELOPER shall commence construction or installation of the Deferred Improvements at the written request of the City Engineer. DEVELOPER shall complete construction or installation of the Deferred Improvements to the satisfaction of the City Engineer of CITY within 90 days of written notice.

4. Joint and Several Liability. In the event the Subject Property has been divided or split, or there is more than one owner at the time the Deferred Improvements are to be constructed or installed, the owner or owners of any given parcel shall be jointly and severally liable for the obligations of this Agreement.

Provided, however, that DEVELOPER shall remain jointly and severally liable for all of the costs and obligations of this Agreement regardless of whether DEVELOPER remains an owner.

5. Security. To secure DEVELOPER's obligations under this Agreement, DEVELOPER shall post a faithful performance security, in a form approved by the City Attorney of CITY, in the amount of Nine hundred and seventy-five thousand dollars (\$ 975,000.00), which amount is estimated to be one hundred and fifty (150%) percent of the cost of constructing or installing the Deferred Improvements. Such security shall guarantee to CITY faithful performance of this Agreement including all costs and reasonable attorney's fees in compelling such performance, and shall be released by CITY upon CITY's acceptance of the Deferred Improvements.

6. Indemnification. To the fullest extent allowed by law, DEVELOPER and owners shall defend, indemnify, save and hold harmless CITY, its officers, agents, employees and volunteers, from every expense, liability, or payment by reason of injury (including death) to persons, or damage to property, suffered through any act or omission, including passive negligence or active negligence, or both, of DEVELOPER, or owners, their employees, agents, contractors, subcontractors, or anyone directly or indirectly employed by either of them, or arising in any way from the work called for by this Agreement, on any part of the premises or the Subject Property, including those matters arising out of the deferment of the Deferred Improvements, or the adequacy, safety, use or nonuse of any temporary facilities, or the performance or nonperformance of the work. The parties intend that this provision shall be broadly interpreted. DEVELOPER's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.

7. Remedies and Attorney's Fees. In the event DEVELOPER fails to construct or install any Deferred Improvements required under this Agreement, CITY may, at its option, file suit to compel construction or installation of such Deferred Improvements; do the work and collect all the costs from DEVELOPER or owners, or charging such costs as a lien against the property; or revoke any previously granted occupancy permits; or any combination thereof. If CITY sues to compel performance of this Agreement or to recover the costs of completing the Deferred Improvements, DEVELOPER or owners shall pay all reasonable attorney's fees, costs of suit, and all other expenses of litigation incurred by CITY in connection therewith.

DEVELOPER acknowledges that, until all work required by this Agreement is completed to CITY's satisfaction, any future occupancy granted by CITY is tentative.

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

9. Integration. This is an integrated Agreement, and contains the complete understanding of the parties. It shall be read as a whole.

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

CITY OF ROSEVILLE:

Development Services
311 Vernon St
Roseville, CA 95678

DEVELOPER:

Roseville Golf and
Att: Fred Kenney
1893 Taylor Road
Roseville, CA 95661

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

11. Venue; Governing Law. Any action arising out of this Agreement shall be brought in Placer County, regardless of where else it might otherwise be venued. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

12. Governing Agreement. In the event of any conflict between this Agreement and its EXHIBITS, the provisions of this Agreement shall govern. In the event of any conflict between any of the EXHIBITS, the provisions of the first in order of attachment shall govern.

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

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has caused this Agreement to be executed in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. _____, adopted by the Council of the City of Roseville on the _____ day of _____, 20____, and DEVELOPER has caused this Agreement to be executed.

CITY OF ROSEVILLE, a
municipal corporation

BY: _____
DOMINICK CASEY
City Manager

ATTEST:

BY: _____
SONIA OROZCO
City Clerk

Developer:

Roseville Golfland Ltd.,
a California corporation *Limited Partnership*

BY: *Fred B. Kenney*
Print name: *Fred B. Kenney,*
Title: *President of*
Golfland Entertainment
Centers, Inc.
its General Partner

BY: _____
Print name: _____
Title: _____

(NOTARIZATION REQUIRED)

[SIGNATURES CONTINUED ON NEXT PAGE]

SEE ATTACHED
NOTARY CERTIFICATE

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Placer)

On September 24th, 2021 before me, S. Z. Herrera, Notary Public
(insert name and title of the officer)

personally appeared Fred B. Kenney,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *S. Z. Herrera* (Seal)



APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY:  _____
 MIKE ISOM
Development Services Director

Exhibit "A"

The land referred to is situated in the County of Placer, City of Roseville, State of California, and is described as follows:

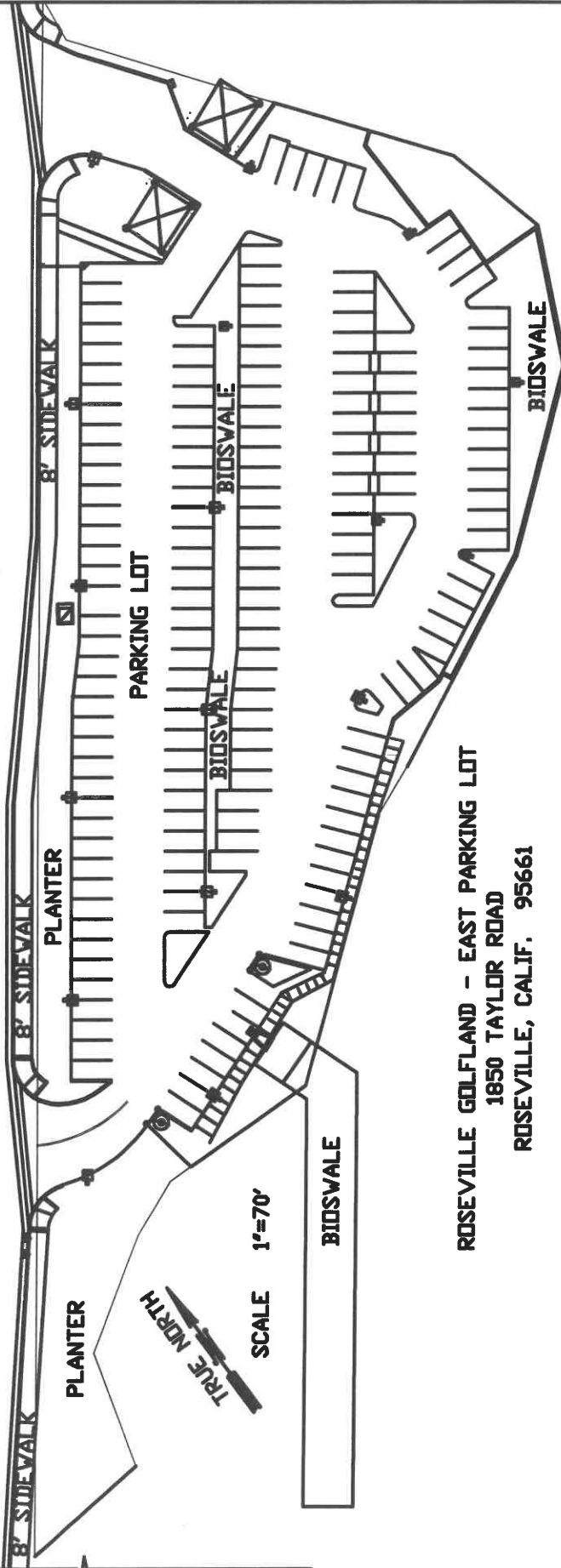
Lot 9, as shown on the "Plat of Northeast Plan Unit No. 2", filed in Book P of Maps, at Page 97, Placer County Records.

Exhibit "B"

The deferred improvement is the construction of a parking lot with it's associated utilities, sidewalk and landscape.

EXHIBIT “C”

TAYLOR ROAD



ROSEVILLE GOLF AND COUNTRY CLUB - EAST PARKING LOT
1850 TAYLOR ROAD
ROSEVILLE, CALIF. 95661

Exhibit "D"

Cost Estimate

Storm drain and piping:
\$70,000

Grading and Base Rock:
\$250,000

Engineering and Permits:
\$40,000

Landscaping:
\$30,000

Electric:
\$30,000

Concrete and Asphalt:
Concrete, asphalt, curbs, sidewalks, retaining wall, misc. = \$230,000

Total = \$650,000



COUNCIL COMMUNICATION

CC #: 1820
File #: 0600-01

Title: Temporary Salary Changes
Contact: Linda Hampton 916-774-5215 lhampton@roseville.ca.us

Meeting Date: 12/1/2021
Item #: 6.7.

RECOMMENDATION TO COUNCIL

Temporary employees are utilized by the City to assist in the delivery of services by filling seasonal, specialized or short-term positions. With a new minimum wage going into effect January 1, 2022, staff has reviewed existing temporary classifications and the related salary schedules. A total of 36 temporary classifications are recommended to receive a salary increase. Staff is also recommending deleting 3 temporary classifications, changing titles of 3 temporary classifications and adding 8 new temporary classifications to meet the City's business needs. It is recommended that the City Council adopt an ordinance to approve the attached Temporary salary schedule (Appendix N) effective January 1, 2022.

BACKGROUND

As part of the Municipal Code, the Human Resources Department is charged with maintaining the City's classification plan. Staff is continually evaluating organizational structure and staffing levels necessary to provide high service levels to the community within the constraints of the budget. Staff is requesting the deletion of 3 temporary classifications, changing titles of 3 temporary classifications and the addition of 8 new temporary classifications to meet the City's business needs.

Staff recommends deleting the following temporary classifications:

Job Code	Job Title
9522	Senior Parks and Facility Maintenance Worker
9531	Recreation Facility Manager
9517	Line Technician Helper

Staff recommends retitling the following temporary classifications:

Job Code	Old Title	New Title
1006	Lifeguard	Lifeguard I
9503	Assistant Pool Manager	Assistant Pool Manager I
9527	Pool Manager	Pool Manager I

Staff recommends adding the following temporary classifications:

Job Code	Job Title
1074	Lifeguard II
1075	Senior Lifeguard I
1076	Senior Lifeguard II
1077	Assistant Pool Manager II
1078	Pool Manager II
1079	Instructor Hourly
1080	Customer Service Specialist I
1081	Customer Service Specialist II

California Senate Bill 3 Chapter 4 increases the minimum wage from \$14.00 per hour to \$15.00 per hour on January 1, 2022. In preparation for this new law, the City needs to adjust the rate of pay for employees who make less than the new California minimum wage. While there were a small number of temporary classifications making less than \$14.00 an hour, a total of thirty-six classifications are recommended to receive a salary schedule increase. Staff took into consideration compaction issues, consistency amongst all temporary classifications and opportunities to enhance recruitment efforts.

Staff is recommending salary changes to the following temporary salary schedules:

Job Code	Job Title
9503	Assistant Pool Manager I
9505	Building Inspection Assistant
1010	Child Care Program Leader
1230	College Intern
9507	Day Care Aide
9508	Day Care Teacher
1014	Event Specialist I
1015	Event Specialist II
1016	Event Specialist III
3735	Fitness Instructor-Hourly
9513	Interpretive Services Program Assistant
9515	Library Page
1006	Lifeguard I
9519	Marketing Technician
1011	Parks and Facility Maintenance Worker-Commercial Driver
9521	Parks and Facility Maintenance Worker
1012	Parks and Open Space Equipment Operator-Commercial Driver
9523	Parks and Open Space Equipment Operator
9527	Pool Manager I
9528	Preschool Teacher
6110	Recreation Aide
9533	Recreation Specialist I
9534	Recreation Specialist II
9535	Recreation Specialist III
9536	School Crossing Guard

9538	Senior Day Care Teacher
9537	Senior School Crossing Guard
7005	Soccer Official
7207	Sports Official/Scorer I
7208	Sports Official/Scorer II
1007	Swim Coach
9552	Swim Instructor Aide
9553	Swim Instructor I
9554	Swim Instructor II
8941	Vocational Intern
9540	Water Conservation Helper

FISCAL IMPACT

Salary increases for temporary classifications due to the minimum wage change were included in the FY2021-22 budget. The fiscal impact for the rest of FY2021-22 is approximately \$74,328 to the Youth Development Fund and approximately \$125,675 to the General Fund.

ENVIRONMENTAL REVIEW

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

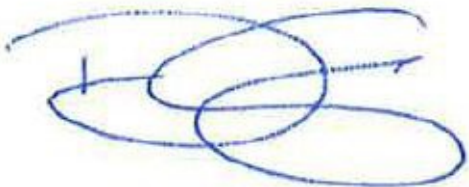
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal C - Maintain a safe and healthy community
Goal E - Deliver exceptional city services

Respectfully Submitted,

Linda Hampton, Human Resources Manager

Stacey Peterson, Human Resources Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Ordinance 6426

2022-01-01 Temporary Salary Schedule

ORDINANCE NO. 6426

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING
ORDINANCE NO. 6421, THE SALARY ORDINANCE FOR SEASONAL/TEMPORARY
EMPLOYEES, AS AMENDED BY APPENDIX “N” TO BE EFFECTIVE
JANUARY 1, 2022, AS AN URGENCY MEASURE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. Title and Purpose.

Ordinance No. 6421, the Salary Ordinance for Seasonal/Temporary Employees, is hereby amended as shown on Appendix “N” attached hereto, reflecting classification title changes for the classifications identified by Human Resources.

DELETION OF CLASSIFICATION

<u>Classification No.</u>	<u>Position Title</u>	<u>Hourly Rate</u>
9522	Senior Parks and Facility Maintenance Worker	2139
9531	Recreation Facility Manager	1965
9517	Line Technician Helper	1756

AMENDMENT OF CLASSIFICATION TITLE

<u>Classification No.</u>	<u>Position Title</u>	<u>Hourly Rate</u>
1006	Lifeguard I	1550
9503	Assistant Pool Manager I	1884
9527	Pool Manager I	2077

ADDITION OF CLASSIFICATION

1074	Lifeguard II	1628
1075	Senior Lifeguard I	1709
1076	Senior Lifeguard II	1794
1077	Assistant Pool Manager II	1978
1078	Pool Manager II	2181
1079	Instructor Hourly	3000
1080	Customer Service Specialist I	1965
1081	Customer Service Specialist II	2161

SECTION 2. Salary Plan Effective Date.

This Ordinance shall be effective January 1, 2022, as an urgency measure.

SECTION 3. Urgency Ordinance.

This ordinance is hereby declared to be an urgency measure, immediately necessary for the public peace, health and safety and shall take effect January 1, 2022. A statement of urgency is as follows:

It is necessary to amend the Salary Ordinance to comply with recently approved changes for the orderly and necessary continuance of operations of the City.

SECTION 4. Posting.

The City Clerk is hereby authorized and directed to post a true copy of the foregoing ordinance in each of three (3) conspicuous locations in the City and she shall immediately after such posting enter in the Ordinance Book under the record of the ordinance a certificate under her hand stating the time and place of said publication by posting.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

ATTEST:

MAYOR

City Clerk



City of Roseville

Salary Schedule: Temporary--

Appendix:N
Effective Date:01/01/2022

TEMP Grade Code	Temporary Grade Name	Step Name	Hourly
CI30	Activity Instructor	Step A	0.0000
3745	Aqua Fitness Instructor I	Step A	36.0000
3747	Aqua Fitness Instructor II	Step A	51.0000
9503	Assistant Pool Manager I	Step A	18.8400
1077	Assistant Pool Manager II	Step A	19.7800



City of Roseville

Salary Schedule: Temporary--

Appendix:N
Effective Date:01/01/2022

TEMP Temporary

Grade Code	Grade Name	Step Name	Hourly
9504	Assistant Rangemaster	Step A	19.4863
		Step B	19.9676
		Step C	20.4607
		Step D	20.9660
		Step E	21.4837
		Step F	22.0143
		Step G	22.5579
		Step H	23.1150
		Step I	23.6858
9505	Building Inspection Assistant	Step A	15.0000
		Step B	15.3704
		Step C	15.7500
		Step D	16.1389
		Step E	16.5375
		Step F	16.9459
		Step G	17.3644
		Step H	17.7932
		Step I	18.2326



City of Roseville

Salary Schedule: Temporary--

Appendix:N
Effective Date:01/01/2022

TEMP Temporary

Grade Code	Grade Name	Step Name	Hourly
9506	Child Care Program Assistant	Step A	18.0895
		Step B	18.5362
		Step C	18.9939
		Step D	19.4630
		Step E	19.9436
		Step F	20.4361
		Step G	20.9408
		Step H	21.4579
		Step I	21.9879
1010	Child Care Program Leader	Step A	21.7074
		Step B	22.2435
		Step C	22.7928
		Step D	23.3556
		Step E	23.9324
		Step F	24.5234
		Step G	25.1290
		Step H	25.7496
		Step I	26.3855



City of Roseville

Salary Schedule: Temporary--

Appendix:N
Effective Date:01/01/2022

TEMP Temporary

Grade Code	Grade Name	Step Name	Hourly
C110	Class Instructor	Step A	0.0000
1230	College Intern	Step A	15.0000
		Step B	15.7500
		Step C	16.5375
		Step D	17.3644
		Step E	18.2326
		Step F	19.1442
		Step G	20.1014
		Step H	21.1065
		Step I	22.1618
		Step J	23.2699
		Step K	24.4334
		Step L	25.6551
		Step M	26.9378
		Step N	28.2847
		Step O	29.6990
1270	Council Member	Step A	0.0000



City of Roseville

Salary Schedule: Temporary--

Appendix:N
Effective Date:01/01/2022

TEMP Temporary

Grade Code	Grade Name	Step Name	Hourly
1080	Customer Service Specialist I	Step A	16.1717
		Step B	16.5711
		Step C	16.9803
		Step D	17.3996
		Step E	17.8293
		Step F	18.2696
		Step G	18.7208
		Step H	19.1831
		Step I	19.6568
1081	Customer Service Specialist II	Step A	17.7800
		Step B	18.2191
		Step C	18.6690
		Step D	19.1300
		Step E	19.6025
		Step F	20.0865
		Step G	20.5826
		Step H	21.0909
		Step I	21.6117



City of Roseville

Salary Schedule: Temporary--

Appendix:N
Effective Date:01/01/2022

TEMP Temporary

Grade Code	Grade Name
9507	Day Care Aide
9508	Day Care Teacher

Step Name	Hourly
Step A	15.0000
Step B	15.3704
Step C	15.7500
Step D	16.1389
Step E	16.5375
Step F	16.9459
Step G	17.3644
Step H	17.7932
Step I	18.2326
Step A	15.7500
Step B	16.1389
Step C	16.5375
Step D	16.9459
Step E	17.3644
Step F	17.7932
Step G	18.2326
Step H	18.6829
Step I	19.1442



City of Roseville

Salary Schedule: Temporary--

Appendix:N
Effective Date:01/01/2022

TEMP Temporary

Grade Code	Grade Name	Step Name	Hourly
9509	Engineering Aide	Step A	15.5000
		Step B	15.8827
		Step C	16.2750
		Step D	16.6769
		Step E	17.0887
		Step F	17.5107
		Step G	17.9431
		Step H	18.3862
		Step I	18.8403
1020	Event Recreation Program Leader	Step A	21.1402
1014	Event Specialist I	Step A	18.2325
1015	Event Specialist II	Step A	19.1441
1016	Event Specialist III	Step A	20.1013



City of Roseville

Salary Schedule: Temporary--

Appendix:N
Effective Date:01/01/2022

TEMP Temporary

Grade Code	Grade Name
9510	Fire Equipment Specialist

Step Name	Hourly
Step A	16.5421
Step B	16.8851
Step C	17.3072
Step D	17.7399
Step E	18.1834
Step F	18.6380
Step G	19.1039
Step H	19.5815
Step I	20.0711
Step J	20.5729
Step K	21.0872
Step L	21.6144
Step M	22.1547
Step N	22.7086
Step O	23.2763



City of Roseville

Salary Schedule: Temporary--

Appendix:N
Effective Date:01/01/2022

TEMP Temporary

Grade Code	Grade Name
9511	Fire Logistics Worker

Step Name	Hourly
Step A	16.5421
Step B	16.8851
Step C	17.3072
Step D	17.7399
Step E	18.1834
Step F	18.6380
Step G	19.1039
Step H	19.5815
Step I	20.0711
Step J	20.5729
Step K	21.0872
Step L	21.6144
Step M	22.1547
Step N	22.7086
Step O	23.2763



City of Roseville

Salary Schedule: Temporary--

Appendix:N
Effective Date:01/01/2022

TEMP Temporary

Grade Code	Grade Name	Step Name	Hourly
9512	Fire Public Education Coordinator	Step A	20.5700
		Step B	21.3636
		Step C	21.8977
		Step D	22.4452
		Step E	23.0063
		Step F	23.5815
		Step G	24.1710
		Step H	24.7753
		Step I	25.3946
		Step J	26.0295
		Step K	26.6802
		Step L	27.3473
		Step M	28.0309
		Step N	28.7317
		Step O	29.4500
CI20	Fitness Instructor-Fee	Step A	0.0000



City of Roseville

Salary Schedule: Temporary--

Appendix:N
Effective Date:01/01/2022

TEMP Temporary

Grade Code	Grade Name	Step Name	Hourly
3735	Fitness Instructor-Hourly	Step A	28.0000
		Step B	29.0000
		Step C	30.0000
		Step D	31.0000
		Step E	32.0000
		Step F	33.0000
1079	Instructor Hourly	Step A	22.0000
		Step B	23.0000
		Step C	24.0000
		Step D	25.0000
		Step E	26.0000
		Step F	27.0000
		Step G	28.0000
		Step H	29.0000
		Step I	30.0000
3750	Instructor Meeting Rate	Step A	18.0000



City of Roseville

Salary Schedule: Temporary--

Appendix:N
Effective Date:01/01/2022

TEMP Temporary

Grade Code	Grade Name	Step Name	Hourly
9513	Interpretive Services Program Assistant	Step A	15.7500
		Step B	16.1389
		Step C	16.5375
		Step D	16.9459
		Step E	17.3644
		Step F	17.7932
		Step G	18.2326
		Step H	18.6829
		Step I	19.1442
9514	Interpretive Services Program Leader	Step A	17.3922
		Step B	17.8217
		Step C	18.2618
		Step D	18.7127
		Step E	19.1749
		Step F	19.6484
		Step G	20.1336
		Step H	20.6308
		Step I	21.1403



City of Roseville

Salary Schedule: Temporary--

Appendix:N
Effective Date:01/01/2022

TEMP Temporary

Grade Code Grade Name

Step Name Hourly

9515 Library Page

Step A 15.0000

Step B 15.3704

Step C 15.7500

Step D 16.1389

Step E 16.5375

Step F 16.9459

Step G 17.3644

Step H 17.7932

Step I 18.2326

1006 Lifeguard I

Step A 15.5000



City of Roseville

Salary Schedule: Temporary--

Appendix:N
Effective Date:01/01/2022

TEMP Temporary

Grade Code	Grade Name	Step Name	Hourly
1074	Lifeguard II	Step A	16.2800
9518	Maintenance Assistant	Step A	15.5582
		Step B	15.9424
		Step C	16.3361
		Step D	16.7395
		Step E	17.1529
		Step F	17.5765
		Step G	18.0106
		Step H	18.4553
		Step I	18.9111
		Step J	19.3781
		Step K	19.8567
		Step L	20.3470
		Step M	20.8495
		Step N	21.3644
		Step O	21.8920



City of Roseville

Salary Schedule: Temporary--

Appendix:N
Effective Date:01/01/2022

TEMP Temporary

Grade Code	Grade Name
9519	Marketing Technician

Step Name	Hourly
Step A	19.8116
Step B	20.3009
Step C	20.8022
Step D	21.3159
Step E	21.8423
Step F	22.3817
Step G	22.9344
Step H	23.5008
Step I	24.0812
Step J	24.6759
Step K	25.2853
Step L	25.9097
Step M	26.5495
Step N	27.2052
Step O	27.8770



City of Roseville

Salary Schedule: Temporary--

Appendix:N
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TEMP Temporary

Grade Code	Grade Name	Step Name	Hourly
9521	Parks and Facility Maintenance Worker	Step A	18.0000
		Step B	18.4445
		Step C	18.9000
		Step D	19.3667
		Step E	19.8450
		Step F	20.3351
		Step G	20.8373
		Step H	21.3518
		Step I	21.8791
1011	Parks and Facility Maintenance Worker-Commercial Driver	Step A	18.9000
		Step B	19.3667
		Step C	19.8450
		Step D	20.3351
		Step E	20.8373
		Step F	21.3518
		Step G	21.8791
		Step H	22.4194
		Step I	22.9731



City of Roseville

Salary Schedule: Temporary--

Appendix:N
Effective Date:01/01/2022

TEMP Temporary

Grade Code	Grade Name	Step Name	Hourly
9523	Parks and Open Space Equipment Operator	Step A	23.7700
		Step B	24.3570
		Step C	24.9585
		Step D	25.5749
		Step E	26.2064
		Step F	26.8536
		Step G	27.5168
		Step H	28.1963
		Step I	28.8926
1012	Parks and Open Space Equipment Operator-Commercial Driver	Step A	24.9585
		Step B	25.5749
		Step C	26.2064
		Step D	26.8536
		Step E	27.5167
		Step F	28.1963
		Step G	28.8926
		Step H	29.6061
		Step I	30.3372



City of Roseville

Salary Schedule: Temporary--

Appendix:N
Effective Date:01/01/2022

TEMP	Temporary		
Grade Code	Grade Name	Step Name	Hourly
3749	Personal Trainer I	Step A	35.0000
1070	Personal Trainer II	Step A	40.0000
1071	Personal Trainer III	Step A	45.0000
1072	Personal Trainer IV	Step A	50.0000
9524	Police Background Investigator	Step A	23.4105
		Step B	23.9886
		Step C	24.5810
		Step D	25.1880
		Step E	25.8101
		Step F	26.4474
		Step G	27.1006
		Step H	27.7698
		Step I	28.4556



City of Roseville

Salary Schedule: Temporary--

Appendix:N
Effective Date:01/01/2022

TEMP Temporary

Grade Code Grade Name

9525 Police Cadet

Step Name	Hourly
Step A	15.0000
Step B	15.3704
Step C	15.7500
Step D	16.1389
Step E	16.5375
Step F	16.9458
Step G	17.3643
Step H	17.7931
Step I	18.2325

9526 Police Reserve Officer I

Step A	15.3298
Step B	15.7084
Step C	16.0963
Step D	16.4938
Step E	16.9011
Step F	17.3185
Step G	17.7462
Step H	18.1844
Step I	18.6335



City of Roseville

Salary Schedule: Temporary--

Appendix:N
Effective Date:01/01/2022

TEMP Temporary

Grade Code	Grade Name	Step Name	Hourly
9527	Pool Manager I	Step A	20.7700
1078	Pool Manager II	Step A	21.8100
9528	Preschool Teacher	Step A	18.0895
		Step B	18.5362
		Step C	18.9940
		Step D	19.4630
		Step E	19.9437
		Step F	20.4362
		Step G	20.9409
		Step H	21.4580
		Step I	21.9879
6110	Recreation Aide	Step A	12.7500
		Step B	15.0000



City of Roseville

Salary Schedule: Temporary--

Appendix:N
Effective Date:01/01/2022

TEMP Temporary

Grade Code	Grade Name	Step Name	Hourly
9532	Recreation Program Leader	Step A	17.3922
		Step B	17.8217
		Step C	18.2618
		Step D	18.7127
		Step E	19.1749
		Step F	19.6484
		Step G	20.1336
		Step H	20.6308
		Step I	21.1403
9533	Recreation Specialist I	Step A	15.0000
		Step B	15.3704
		Step C	15.7500
		Step D	16.1389
		Step E	16.5375
		Step F	16.9459
		Step G	17.3644
		Step H	17.7932
		Step I	18.2326



City of Roseville

Salary Schedule: Temporary--

Appendix:N
Effective Date:01/01/2022

TEMP Temporary

Grade Code	Grade Name
9534	Recreation Specialist II

Step Name	Hourly
Step A	15.7500
Step B	16.1389
Step C	16.5375
Step D	16.9459
Step E	17.3644
Step F	17.7932
Step G	18.2326
Step H	18.6829
Step I	19.1442

9535	Recreation Specialist III
------	---------------------------

Step A	16.5375
Step B	16.9459
Step C	17.3644
Step D	17.7932
Step E	18.2326
Step F	18.6829
Step G	19.1442
Step H	19.6170
Step I	20.1014



City of Roseville

Salary Schedule: Temporary--

Appendix:N
Effective Date:01/01/2022

TEMP Temporary

Grade Code	Grade Name	Step Name	Hourly
6252	Reserve Police Off I (Unpaid)	Step A	0.0000
6250	Reserve Police Off II (Unpaid)	Step A	0.0000
6248	Reserve Police Off III (Unpaid)	Step A	0.0000
9536	School Crossing Guard	Step A	15.0000
		Step B	15.3704
		Step C	15.7500
		Step D	16.1389
		Step E	16.5375
		Step F	16.9459
		Step G	17.3644
		Step H	17.7932
		Step I	18.2326



City of Roseville

Salary Schedule: Temporary--

Appendix:N
Effective Date:01/01/2022

TEMP Temporary

Grade Code	Grade Name	Step Name	Hourly
9538	Senior Day Care Teacher	Step A	16.5375
		Step B	16.9459
		Step C	17.3644
		Step D	17.7932
		Step E	18.2326
		Step F	18.6829
		Step G	19.1442
		Step H	19.6170
		Step I	20.1014
1075	Senior Lifeguard I	Step A	17.0900
1076	Senior Lifeguard II	Step A	17.9400



City of Roseville

Salary Schedule: Temporary--

Appendix:N
Effective Date:01/01/2022

TEMP Temporary

Grade Code	Grade Name	Step Name	Hourly
9537	Senior School Crossing Guard	Step A	16.5000
		Step B	16.9075
		Step C	17.3250
		Step D	17.7528
		Step E	18.1913
		Step F	18.6405
		Step G	19.1008
		Step H	19.5725
		Step I	20.0559
7005	Soccer Official	Step A	50.0000
7207	Sports Official/Scorer I	Step A	17.0000
7208	Sports Official/Scorer II	Step A	19.0000
1007	Swim Coach	Step A	19.0000
9552	Swim Instructor Aide	Step A	16.5000
9553	Swim Instructor I	Step A	17.5000



City of Roseville

Salary Schedule: Temporary--

Appendix:N
Effective Date:01/01/2022

TEMP Temporary

Grade Code	Grade Name	Step Name	Hourly
9554	Swim Instructor II	Step A	18.5000
9539	Video Technician	Step A	20.5676
		Step B	21.0755
		Step C	21.5959
		Step D	22.1293
		Step E	22.6757
		Step F	23.2357
		Step G	23.8095
		Step H	24.3975
		Step I	25.0000



City of Roseville

Salary Schedule: Temporary--

Appendix:N
Effective Date:01/01/2022

TEMP Temporary

Grade Code	Grade Name
8941	Vocational Intern

Step Name	Hourly
Step A	15.0000
Step B	15.7500
Step C	16.5375
Step D	17.3644
Step E	18.2326
Step F	19.1442
Step G	20.1014
Step H	21.1065
Step I	22.1618
Step J	23.2699
Step K	24.4334
Step L	25.6551
Step M	26.9378
Step N	28.2847
Step O	29.6990



City of Roseville

Salary Schedule: Temporary--

Appendix:N
Effective Date:01/01/2022

TEMP Temporary

Grade Code	Grade Name
9540	Water Conservation Helper

Step Name	Hourly
Step A	15.0000
Step B	15.3704
Step C	15.7500
Step D	16.1389
Step E	16.5375
Step F	16.9459
Step G	17.3644
Step H	17.7932
Step I	18.2326



COUNCIL COMMUNICATION

CC #: 1812

File #: 0701-02-01

Title: HOUSING AUTHORITY/CITY COUNCIL - Quarterly Status Report

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

Meeting Date: 12/1/2021

Item #: 6.8.

RECOMMENDATION TO COUNCIL

The City Council, acting as the Roseville Housing Authority Board, is not required to take any action on this item. This quarterly report is for informational purposes only.

BACKGROUND

Pursuant to the bylaws of the Roseville Housing Authority, the City Council, acting as the Board of Directors for the Housing Authority, holds its quarterly meeting the first Wednesday of March, June, September, and December, or as soon as possible thereafter. Staff has prepared the following status report regarding lease-up activity for the Housing Choice Voucher (HCV) Program. The HCV Program provides income-qualified households in Roseville and Rocklin with rental assistance using funding from the US Department of Housing and Urban Development (HUD). This assistance is utilized at rental units that meet program specific housing standards, are owned by a willing landlord, and are within Roseville or Rocklin city limits. This rental assistance ensures that the household is able to afford to live in safe and decent housing.

RHA is authorized to provide 785 households with HCV rental assistance. This total includes 75 vouchers allocated specifically for families on the waiting list with a head-of-household or spouse that are non-elderly and disabled (NED vouchers), 65 Veterans Affairs Supportive Housing (VASH) vouchers used with veteran households that come by referral from the Veterans Affairs (VA) Department, and 33 Mainstream vouchers that assist households who have a non-elderly adult person with a disability and are transitioning out of institutional and other segregated settings, or are currently homeless or at risk of becoming homeless.

RHA administers the Family Self-Sufficiency Program (FSS), which is a component of the HCV Program. The FSS Program provides assistance to families who are working to become free of all public assistance. RHA currently has 25 families enrolled in this worthwhile program. RHA also committed 30 Project-Based vouchers (PBV) to the Main Street Plaza affordable housing project in Old Town Roseville. Project basing vouchers allows developers to secure necessary funding resulting in project feasibility and allows HCV participants increased housing opportunities not previously available. Main Street Plaza has 19 PBV units which are designated PBV HUD-VASH.

Annex on Main Street (Roseville Apartments) currently has 11 PBV units.

On May 10, 2021, Roseville Housing Authority received notice of an award for 50 Emergency Housing Vouchers (EHVs). EHVs will provide rental assistance to individuals and families who are experiencing homelessness; at risk of experiencing homelessness; fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking; or were recently homeless and for whom providing rental assistance will prevent the individual or family's homelessness or high risk of housing instability. EHVs are filled through a direct referral process from the Coordinated Entry System managed by the Homeless Resource Council of the Sierras. In conjunction with HRCS participating agencies, staff has issued 16 vouchers and leased 3 in the third quarter. Participants have access to additional resources such as application fees, deposit assistance, landlord incentives, and utility assistance. These resources are funded through HUD issued Service Provider Fees. As these vouchers were made available due to the pandemic, they are not a permanent addition to RHA's budget authority. Issued EHVs that subsequently become available may be re-issued until September 30, 2023.

For RHA to be in compliance with HUD's regulations, the lease-up rate for a calendar year cannot exceed 100% of its allocation of vouchers (per voucher type), and each Housing Authority is required to be at least 95% leased up for its voucher allocation or utilizing at least 95% of its annual budget authority. Agencies leasing up 98% or more of its allocated vouchers can reach high-performing status. The term "lease-up" refers to the number of families receiving rental assistance from RHA. RHA implemented the HUD-required Small Area Fair Market Rents (SAFMRs) in February 2018. Staff continues to monitor the effects of the higher SARMRs which have resulted in higher cost per voucher. Currently, there are 532 vouchers being utilized in the City of Roseville, 113 vouchers being utilized in the City of Rocklin and 2 vouchers approved to transfer out of the area and to other jurisdictions.

RHA continues to meet HUD program requirements for high-performing status through 100% expenditure of its annual budget allocation for the program. Lease-up has stayed consistent during the third quarter; and although it appears the VASH utilization is still low, this is due to the difficulty new VASH voucher holders are having finding housing in the area. Staff is currently working with the Veteran's Administration to fully lease all new vouchers and staff attends monthly check in sessions with Placer County Housing Authority and HUD. RHA staff also implemented monthly strategy sessions with HUD and Veteran's Administration staff in an effort to increase referrals and lease ups. The table below provides a monthly summary of the RHA's voucher programs for the last three quarters of calendar year 2021:

	Actual Lease-up of Regular	HUD Regular (562)	Actual Lease-up of Non-Elderly Disabled	HUD Non-Elderly Disabled (75)	Actual Lease-up of VASH	HUD VASH (65)	Actual Lease-up of Mainstream	HUD Mainstream (33)
Jan-21	499	562	76	75	30	65	28	33
Feb-21	499	562	76	75	29	65	29	33
Mar-21	499	562	75	75	45	65	28	33
Apr-21	509	562	74	75	52	65	29	33
May-21	507	562	74	75	56	65	29	33
Jun-21	513	562	74	75	48	65	29	33
Jul-21	521	562	72	75	37	65	28	33
Aug-21	527	562	76	75	39	65	31	33
Sep-21	532	562	71	75	36	65	30	33
YTD Total	4606	5058	668	675	372	585	261	297
YED % Leased	91.1%		99.0%		63.6%		87.9%	

RHA recently partnered with www.affordablehousing.com (formerly GoSection8.com) for current rent reasonableness data. This contract also allows landlords and properties to post unit vacancies online so participants and potential tenants can view available units. RHA continues to be grateful for its established and new community partners and continues efforts to build owner relationships and increase additional housing inventory.

FISCAL IMPACT

The HCV Program is federally-funded through the US Department of Housing and Urban Development (HUD). Through this HUD-funded program, RHA provides an important social service locally to ensure safe and affordable housing for residents, which is an essential component of the foundation of the community's economic stability. Through monthly rental assistance payments, the HCV Program invests \$6.1 million into the local rental economy annually.

This Housing Authority status report does not create any additional cost to the City's General Fund.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378.

The Roseville Housing Authority Quarterly Report meets the above criteria and is not subject to CEQA. No additional environmental review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal C - Maintain a safe and healthy community

Goal D - Enhance economic vitality

Respectfully Submitted,

Suzi Cook-Turner, Housing Supervisor

Melissa Anguiano, Economic Development Director

A handwritten signature in blue ink, consisting of several overlapping loops and a small vertical stroke on the left side.

Dominick Casey, City Manager



COUNCIL COMMUNICATION

CC #: 1813
File #: 0102-10

Title: Resolution - Paul Camilleri
Contact: Blair Hutchison 916-774-5266 bmhutchison@roseville.ca.us

Meeting Date: 12/1/2021
Item #: 6.9.

RECOMMENDATION TO COUNCIL

Commend Paul Camilleri for his 18 years of outstanding service and dedication to the City of Roseville, congratulate him on his many accomplishments, and extend wishes for a long, healthy, and enjoyable retirement.

BACKGROUND

Not applicable.

FISCAL IMPACT

Not applicable.

ENVIRONMENTAL REVIEW

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

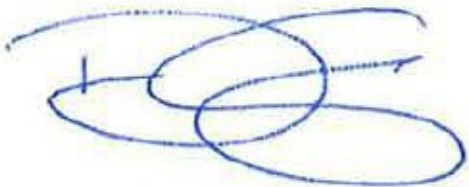
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Not applicable.

Respectfully Submitted,

Blair Hutchison, Deputy City Clerk

Sonia Orozco, City Clerk



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution - Paul Camilleri

Resolution

WHEREAS, Paul Camilleri began his distinguished career with the City of Roseville's Building Inspection Division in 2003 as a Code Enforcement Coordinator and has chosen to retire after 18 years of dedicated service; and

WHEREAS, the population in the year of his hiring was 97,824, and the current population is 146,875; and

WHEREAS, Paul was promoted to Senior Code Enforcement Inspector in 2014; and

WHEREAS, during his employment with the City has participated in or supervised over 75,000 code enforcement inspections, demolition of numerous substandard and dangerous buildings, confiscation of 67,000 illegal signs, and successful enforcement of more than 35,000 cases; and

WHEREAS, Paul was responsible for modernizing the City's code enforcement program by creating effective electronic tracking and reporting systems, creating a system to accept online complaints, creating easy-to-understand brochures and other collateral, developing standard templates for citations and other correspondence, and creating standardized policies and procedures for code enforcement operations; and

WHEREAS, in 2016, following in-depth investigation of six jurisdictions, the Placer County Grand Jury recognized the City of Roseville's code enforcement program as the most organized and professionally-managed in the county under Paul's leadership and was the only program without findings in the Grand Jury's final report; and

WHEREAS, Paul took part in the hiring and training of 20 Code Enforcement Inspectors; and

WHEREAS, Paul was promoted to Code Enforcement Supervisor in 2018; and

WHEREAS, Paul has always had the best interest of the City, its residents, and business community in mind, and was successful in making Roseville a more attractive place to live and work; and

WHEREAS, Paul has provided professional, dedicated, and loyal service to the citizens of Roseville, and he will be greatly missed by all of his friends and co-workers.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, that **PAUL CAMILLERI** be commended for his 18 years of meritorious service and dedication to the City of Roseville, congratulated on his many accomplishments, and wished a long, healthy, and enjoyable retirement.

SIGNED AND APPROVED this 1st day of December 2021.



KRISTA BERNASCONI, MAYOR



COUNCIL COMMUNICATION

CC #: 1814
File #: 0102-10

Title: Resolution - Rodney Funke
Contact: Blair Hutchison 916-774-5266 bmhutchison@roseville.ca.us

Meeting Date: 12/1/2021
Item #: 6.10.

RECOMMENDATION TO COUNCIL

Commend Rodney Funke for his 36 years of outstanding service and dedication to the City of Roseville, congratulate him for his many accomplishments, and extend wishes for a long, healthy, and enjoyable retirement.

BACKGROUND

Not applicable.

FISCAL IMPACT

Not applicable.

ENVIRONMENTAL REVIEW

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

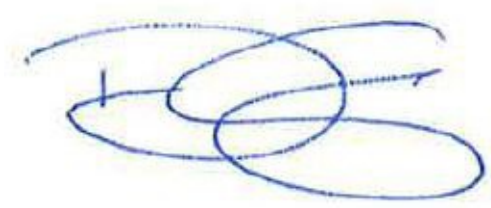
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Not applicable.

Respectfully Submitted,

Blair Hutchison, Deputy City Clerk

Sonia Orozco, City Clerk

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

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution - Rodney Funke

Resolution

WHEREAS, Rodney Funke, began his distinguished career with the City of Roseville in September of 1985 as an Account Clerk I, and has chosen to retire after 36 years of dedicated service; and

WHEREAS, Rodney was promoted from Account Clerk I to Account Clerk II in April of 1987, Meter Reader in August of 1987, Meter Reader Lead Worker in April of 2000, Meter Reader Supervisor in April of 2002, Meter Reader Supervisor II in May of 2004, Meter Services Supervisor in May of 2007, Finance Analyst II in January of 2014, Administrative Analyst in October of 2014, and reclassified to Management Analyst in November of 2020; and

WHEREAS, in 1987 Rodney received a commendation for data maintenance of the City's Parking Citation System; and

WHEREAS, in June of 1997, Rodney received the distinguished Pride of Roseville Customer Service Award; and

WHEREAS, Rodney received a commendation for noticeable "Improved Morale of Staff" after becoming the Meter Reader Lead Worker in April of 2000; and

WHEREAS, in 2014, Rodney received a Commendation of Excellence for "Outstanding Work Performed by a Team"; and

WHEREAS, Rodney received a commendation in March of 2017 for his key role in developing and implementing ISF's for Facilities and IT; and

WHEREAS, throughout his career with the City of Roseville, Rodney has demonstrated his extensive knowledge of the budgetary process, policies and procedures; and

WHEREAS, Rodney served the people of Roseville through his continuous efforts to find creative financial solutions; and

WHEREAS, Rodney is retiring after 36 years of honorable service to the citizens of Roseville and he will be greatly missed and remembered by all of his friends and coworkers.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, that **RODNEY FUNKE** be commended for his 36 years of outstanding service and dedication to the City of Roseville, congratulated for his many accomplishments, and wished a long, healthy, and enjoyable retirement.

SIGNED AND APPROVED this 1st day of December 2021.



KRISTA BERNASCONI, MAYOR



COUNCIL COMMUNICATION

CC #: 1816

File #: 0206-03-01

Title: The Ranch at Sierra Vista Community Facilities District No. 1 Series 2021 - Bond Issuance

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

Meeting Date: 12/1/2021

Item #: 7.1.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution authorizing the issuance of special tax bonds for and on behalf of the City of Roseville The Ranch at Sierra Vista Community Facilities District (CFD) No. 1 (Public Facilities), approving and directing the execution of Supplemental Agreement No. 1 to the Fiscal Agent Agreement, approving the form of the Preliminary Official Statement, approving sale of such bonds, approving the Bond Purchase Agreement, and approving other related documents and actions.

The attached resolution authorizes the execution and delivery of the following documents required for The Ranch at Sierra Vista CFD No. 1 (Public Facilities):

- Preliminary Official Statement
- Supplemental Agreement No. 1 to Fiscal Agent Agreement
- Bond Purchase Agreement

BACKGROUND

The Ranch at Sierra Vista CFD No. 1 was formed on January 16, 2019 by Council adoption of Resolution No. 19-30. On September 17, 2020, the first series of bonds were issued for \$20,875,000. The 2021 Bonds represent the second series of special tax bonds to be issued for the District. The current outstanding principal balance of the bonds is \$20,875,000.

The 2021 Bonds are being issued for the District to: (i) construct and acquire certain public facilities of benefit to the District, (ii) provide for a deposit to a debt service reserve account for the 2021 Bonds, (iii) provide capitalized interest for debt service due on the 2021 bonds through September 1, 2022 and (iv) pay costs of issuance of the 2021 Bonds. The maximum indebtedness for the District is \$210,000,000.

FISCAL IMPACT

The CFD will generate special taxes that will be paid by the property owners sufficient to pay the costs of the debt service, CFD administration, and any authorized pay-as-you-go facilities, as well as provide funding in the future for maintenance/replacement of constructed facilities. The issuance of these bonds will not impact the City's General Fund.

ENVIRONMENTAL REVIEW

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

COMPLIANCE STATEMENT

In accordance with Government Code 5852.1, the following information consists of estimates of certain costs and charges for the Bonds that have been provided by the City's municipal financial advisor, which has been represented by such party to have been provided in good faith: (1) estimated true interest costs of the Bonds: 3.613%; (2) estimated finance charge of the Bonds (sum of all fees and charges paid to third parties): \$540,750; (3) estimated amount of proceeds of the Bonds received by the City (net of finance charges, reserves and capitalized interest, if any): \$12,217,964; and (4) estimated total payment amount (sum total of all payments to pay debt service on the Bonds plus the finance charge not paid with proceeds of the Bonds) calculated to the final maturity of the Bonds: \$24,266,260.

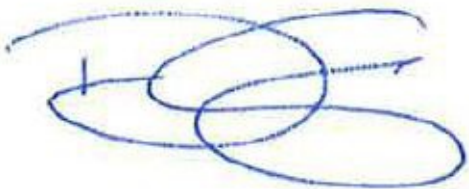
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Jeannine Thrash, Management Analyst

Dennis Kauffman, Assistant City Manager/Chief Financial Officer



Dominick Casey, City Manager

ATTACHMENTS:**Description**

Resolution 21-467

Preliminary Official Statement

Supplemental Fiscal Agent Agreement No 1

Bond Purchase Agreement

RESOLUTION NO. 21-467

A RESOLUTION AUTHORIZING THE ISSUANCE OF SPECIAL TAX BONDS FOR AND ON BEHALF OF THE CITY OF ROSEVILLE THE RANCH AT SIERRA VISTA COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES), APPROVING AND DIRECTING THE EXECUTION OF A SUPPLEMENTAL AGREEMENT TO FISCAL AGENT AGREEMENT AND BOND PURCHASE AGREEMENT, APPROVING THE FORM OF PRELIMINARY OFFICIAL STATEMENT, APPROVING SALE OF SUCH BONDS, AND APPROVING OTHER RELATED DOCUMENTS AND ACTIONS

WHEREAS, this City Council (the "Council") of the City of Roseville (the "City") has conducted proceedings under and pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing at Section 53311, of the California Government Code (the "Act"), to form City of Roseville The Ranch at Sierra Vista Community Facilities District No. 1 (Public Facilities) (the "District"), to authorize the levy of special taxes upon the land within the District, and to issue bonds secured by said special taxes for the purpose of providing moneys for the construction and acquisition of authorized improvements for the District; and

WHEREAS, the Council, as legislative body of the District, previously authorized the issuance of special tax bonds of the City for the District in the maximum aggregate principal amount of not to exceed \$210,000,000 (the "Bond Authorization"); and

WHEREAS, the City previously issued for and on behalf of the District, the City of Roseville The Ranch at Sierra Vista Community Facilities District No. 1 (Public Facilities) Special Tax Bonds, Series 2020 (the "2020 Bonds") in the initial principal amount of \$20,875,000, which 2020 Bonds constituted the first series of bonds issued pursuant to the Bond Authorization; and

WHEREAS, City now desires to issue a second series of the special tax bonds pursuant to the Bond Authorization, as described in more detail herein (the "Bonds"); and

WHEREAS, there has been submitted to the Council a Supplemental Agreement No. 1 to Fiscal Agent Agreement (the "Supplemental Agreement"), which will supplement and amend the Fiscal Agent Agreement, dated as of September 1, 2020 (as so supplemented, the "Fiscal Agent Agreement"), between the City and The Bank of New York Mellon Trust Company, N.A., as fiscal agent, providing for the issuance of the Bonds of the City for the District, and the Council, with the aid of City staff, has reviewed the Supplemental Agreement and found it to be in proper order, and now desires to approve the Supplemental Agreement and the issuance of the Bonds; and

WHEREAS, the City proposes to sell the Bonds to Stifel Nicolaus & Company, Incorporated, as underwriter (the "Underwriter"), pursuant to the terms of a Bond Purchase Agreement by and between the City and the Underwriter, and the Underwriter proposes to offer the Bonds to the investing public by means of a Preliminary Official Statement, and the Council, with the aid of City staff, has reviewed the Bond Purchase Agreement and the Preliminary Official Statement and found them to be in proper order, and now desires to approve said documents; and

WHEREAS, the information required to be obtained and disclosed with respect to the Bonds by the Council in accordance with Section 5852.1 of the California Government Code is set forth in the staff report accompanying this Resolution; and

WHEREAS, all conditions, things and acts required to exist, to have happened and to have been performed precedent to and in the issuance of the Bonds as contemplated by this Resolution and the documents referred to herein exist, have happened and have been performed in due time, form and manner as required by the laws of the State of California, including the Act.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ROSEVILLE RESOLVES AS FOLLOWS:

1. **Findings.** This Council finds and determines that it is prudent in the management and development of land in the City and the District to issue the Bonds, on a parity with the 2020 Bonds, for the purpose of providing moneys for the construction and acquisition of authorized improvements for the District.

2. **Law Applicable.** For the purposes of these proceedings in and for the District, the Act shall be the authority for the issuance of the Bonds.

3. **Bonds Authorized.** Pursuant to the Act, this Resolution and the Fiscal Agent Agreement, special tax bonds of the City for the District designated as "City of Roseville The Ranch at Sierra Vista Community Facilities District No. 1 (Public Facilities) Special Tax Bonds Series 2021" in an aggregate principal amount not to exceed \$15,000,000 are hereby authorized to be issued. The Bonds shall be executed in the form set forth in and otherwise as provided in the Fiscal Agent Agreement.

The Bonds shall not be issued unless the value of the real property within the District subject to the special tax to pay debt service on the Bonds and the 2020 Bonds, based on assessed values and/or an appraisal by an independent appraiser hired by the City for the purpose of determining such value, is at least three (3) times the proposed principal amount of the outstanding bonds plus the Bonds proposed to be issued and secured by a special tax levied pursuant to the Act on property within the District.

4. **Supplemental Agreement.** The Council hereby approves the Supplemental Agreement in the form presented to the Council at this meeting. The City Manager, Assistant City Manager/Chief Financial Officer, and such other person or persons as either of them may designate (collectively, the "Authorized Officers"), each acting alone or together with any other Authorized Officer, are each hereby authorized and directed to execute the Supplemental Agreement, in such form, together with any additions thereto or changes therein deemed necessary or advisable by the Authorized Officer executing such document upon consultation with Jones Hall, A Professional Law Corporation, as bond counsel to the City ("Bond Counsel"). The proceeds of the Bonds shall be applied by the City for the purposes and in the amounts as set forth in the Supplemental Agreement. The Council hereby authorizes the delivery and performance by the City of the Supplemental Agreement and the Fiscal Agent Agreement.

5. **Covenant to Foreclose.** The City hereby covenants, for the benefit of the owners of the Bonds, to commence and diligently pursue to completion any foreclosure action regarding

delinquent installments of any amount levied as a special tax for the payment of interest or principal of the Bonds, said foreclosure action to be commenced and pursued as more completely set forth in the Fiscal Agent Agreement.

6. Approval of Official Statement and Continuing Disclosure Certificate. The Council hereby approves the Preliminary Official Statement with respect to the Bonds, in substantially the form on file with the City Clerk. Distribution of the Preliminary Official Statement by the City and the Underwriter is hereby approved, and, prior to the distribution of the Preliminary Official Statement, and each Authorized Officer, each acting alone or together with any other Authorized Officer, is authorized and directed, on behalf of the City, to deem the Preliminary Official Statement "final" pursuant to Rule 15c2-12 under the Securities Exchange Act of 1934 (the "Rule"). The execution of the final Official Statement, which shall include such changes and additions thereto deemed advisable by the Authorized Officer executing the same, and such information permitted to be excluded from the Preliminary Official Statement pursuant to the Rule, is hereby approved for delivery to the purchasers of the Bonds, and each Authorized Officer, each acting alone or together with any other Authorized Officer, is authorized and directed to execute and deliver the final Official Statement for and on behalf of the City, with final pricing information included and with such changes and additions thereto deemed advisable by the Authorized Officer executing the same.

The Council hereby approves the Continuing Disclosure Certificate to be executed by the City, the form of which is attached as an exhibit to the Preliminary Official Statement. Each of the Authorized Officers is hereby authorized and directed to approve any changes in or additions to a final form of said Continuing Disclosure Certificate, and the execution thereof by an Authorized Officer shall be conclusive evidence of approval of any such changes and additions. The final Continuing Disclosure Certificate shall be executed in the name and on behalf of the City by an Authorized Officer.

7. Approval of Bond Purchase Agreement. The Council hereby approves the Bond Purchase Agreement between the City and the Underwriter, in substantially the form on file with the City Clerk; provided, that the aggregate principal amount of Bonds shall not exceed \$15,000,000, the true interest cost of the Bonds shall not exceed 4.5%, and the Underwriter's discount shall not exceed 1.5% of the par amount of the Bonds. Subject to the foregoing parameters, an Authorized Officer is hereby authorized and directed to execute the Bond Purchase Agreement in substantially the form on file with the City Clerk, together with such changes and additions thereto deemed advisable by the Authorized Officer executing the same. The Council hereby finds and determines that the sale of the Bonds at negotiated sale as contemplated by the Bond Purchase Agreement will result in a lower overall cost.

8. Actions Authorized. All actions heretofore taken by the officers, employees and agents of the City with respect to the establishment of the District and the sale and issuance of the Bonds are hereby approved, confirmed and ratified, and the Authorized Officers of the City are hereby authorized and directed to do any and all things and take any and all actions and execute any and all certificates, agreements and other documents, which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and delivery of the Bonds in accordance with this resolution, including any acquisition agreement or amendment to acquisition agreement related to the Bonds, and any certificate, agreement, and other document described in the documents herein approved. All actions to be taken by a specified Authorized Officer as specified herein, may be taken by the Authorized Officer or any designee, with the same force and effect as if taken by such Authorized Officer.

9. **Effectiveness.** This Resolution shall take effect upon its adoption.

* * * * *

I hereby certify that the foregoing Resolution was duly adopted by the City Council of the City of Roseville, California, at a regularly scheduled meeting thereof, held on the _____ day of _____, 2021, by the following vote of the City Council:

AYES: COUNCILMEMBERS
NOES: COUNCILMEMBERS
ABSENT: COUNCILMEMBERS
ABSTAIN: COUNCILMEMBERS

Mayor

ATTEST:

City Clerk

PRELIMINARY OFFICIAL STATEMENT DATED DECEMBER ____, 2021**NEW ISSUE-FULL BOOK ENTRY****NOT RATED**

In the opinion of Jones Hall, A Professional Law Corporation, San Francisco, California, Bond Counsel, subject, however to certain qualifications described herein, under existing law, the interest on the 2021 Bonds is excluded from gross income for federal income tax purposes and such interest is not an item of tax preference for purposes of the federal alternative minimum tax. In the further opinion of Bond Counsel, such interest is exempt from California personal income taxes. See "TAX MATTERS" herein.

\$13,260,000***CITY OF ROSEVILLE****THE RANCH AT SIERRA VISTA COMMUNITY FACILITIES DISTRICT NO. 1****(PUBLIC FACILITIES)****SPECIAL TAX BONDS SERIES 2021****Dated: Date of Delivery****Due: September 1, as shown below**

The bonds captioned above (the "2021 Bonds"), are being issued by the City of Roseville (the "City") by and through its The Ranch at Sierra Vista Community Facilities District No. 1 (Public Facilities) (the "District"). The 2021 Bonds are special tax obligations of the City, authorized pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, being California Government Code Section 53311, et seq. (the "Act"), and are issued pursuant to the Resolution of Issuance (as defined herein) and a Fiscal Agent Agreement dated as of September 1, 2020, as amended and supplemented by a Supplemental Agreement No. 1 to Fiscal Agent Agreement, dated as of December 1, 2021 (together, the "Fiscal Agent Agreement") by and between the City and The Bank of New York Mellon Trust Company, N.A., as fiscal agent (the "Fiscal Agent"). The 2021 Bonds are being issued to (i) construct and acquire certain public facilities of benefit to the District, (ii) provide for a deposit to a debt service reserve account for the 2021 Bonds, (iii) pay capitalized interest on the 2021 Bonds through and including September 1, 2022, and (iv) pay costs of issuance of the 2021 Bonds. Interest on the 2021 Bonds is payable semiannually on March 1 and September 1 of each year, commencing March 1, 2022. The 2021 Bonds represent the second series of special tax bonds issued for the District, following issuance of special tax bonds for the District in 2020 (the "2020 Bonds") and the issuance of additional parity bonds in the future is contemplated, with issuance subject to the conditions set forth in the Fiscal Agent Agreement. See "THE BONDS – Authority for Issuance" and "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Future Parity Bonds."

The 2021 Bonds, 2020 Bonds and anticipated future parity bonds are being issued as fully registered bonds, registered in the name of Cede & Co. as nominee of The Depository Trust Company ("DTC"), and will be available to ultimate purchasers in the denomination of \$5,000 or any integral multiple thereof, under the book-entry system maintained by DTC. See "APPENDIX G – DTC AND THE BOOK-ENTRY ONLY SYSTEM."

The 2021 Bonds are secured by and payable from a pledge of Special Tax Revenues (as defined herein) derived from Special Taxes (as defined herein) to be levied by the City on taxable real property within the boundaries of the District, from the proceeds of any foreclosure actions brought following a delinquency in the payment of the Special Taxes, and from amounts held in certain funds under the Fiscal Agent Agreement, all as more fully described herein. **Unpaid Special Taxes do not constitute a personal indebtedness of the owners of the parcels within the District. In the event of delinquency, proceedings may be conducted only against the parcel of real property securing the delinquent Special Tax. There is no assurance the owners will be able to pay the Special Tax or that they will pay a Special Tax even though financially able to do so.** To provide funds for payment of the 2021 Bonds and the interest thereon as a result of any delinquent Special Taxes, the City will establish a debt service reserve account for the 2021 Bonds from proceeds of the 2021 Bonds, as described herein. See "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS."

Property currently in the District and subject to the Special Tax comprises approximately 139 gross acres planned for 841 single-family homes in the Sierra Vista Specific Plan area, which is located in the western portion of the City. The District was initially formed around "phase 1" land developing into 554 single-family lots. Additional land representing a portion of "phase 2" of the development, planned for an additional 287 single-family homes, annexed into the District in August 2021 via unanimous approval form executed by Sierra Vista Communities, LLC (the "Master Developer"). The entire project is planned for 1,543 residential units and 99 acres of commercial, office or mixed-use area, and additional land may annex into the District in the future from the future annexation area established for the District, as described herein. However, only the land developing into 841 single-family lots within the District currently serves as security for the 2021 Bonds, 2020 Bonds and anticipated future parity bonds. The Master Developer, which is a joint venture between Lennar Homes of California, Inc. ("Lennar Homes") and certain other entities as described herein, is under contract to sell all 841 planned lots currently within the District, as finished residential lots, to Lennar Homes pursuant to two purchase and sale agreements between them. Construction of infrastructure by the Master Developer is underway and mostly complete with respect to the land currently in the District. Lennar Homes began home construction activities, for both model homes and production homes within "phase 1" of the development in July 2020, and had closed approximately 132 homes to individual homeowners as of October 1, 2021. See "THE DISTRICT" and "OWNERSHIP OF PROPERTY WITHIN THE DISTRICT."

The 2021 Bonds are subject to optional and mandatory redemption prior to maturity as described herein. See "THE BONDS — Redemption."

NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE CITY, THE COUNTY OF PLACER, THE STATE OF CALIFORNIA OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE 2021 BONDS. THE 2021 BONDS DO NOT CONSTITUTE A DEBT OF THE CITY WITHIN THE MEANING OF ANY STATUTORY OR CONSTITUTIONAL DEBT LIMITATION. THE INFORMATION SET FORTH IN THIS OFFICIAL STATEMENT, INCLUDING INFORMATION UNDER THE HEADING "SPECIAL RISK FACTORS," SHOULD BE READ IN ITS ENTIRETY.

This cover page contains certain information for general reference only. It is not a summary of all of the provisions of the 2021 Bonds. Prospective investors must read the entire Official Statement to obtain information essential to the making of an informed investment decision. See "SPECIAL RISK FACTORS" herein for a discussion of the special risk factors that should be considered, in addition to the other matters and risk factors set forth herein, in evaluating the investment quality of the 2021 Bonds.

The 2021 Bonds are offered when, as and if issued, subject to approval as to their legality by Jones Hall, a Professional Law Corporation, San Francisco, California, Bond Counsel. Certain legal matters will also be passed on by Jones Hall, as Disclosure Counsel and Stradling, Yocca, Carlson & Rauth, a Professional Corporation, Newport Beach, California, as counsel to the Underwriter. Certain legal matters will be passed upon for the City by the City Attorney. It is anticipated that the 2021 Bonds will be available for delivery to DTC on or about December ____, 2021.

[Stifel logo]

The date of this Official Statement is ____, 2021.

* Preliminary; subject to change.

**CITY OF ROSEVILLE
THE RANCH AT SIERRA VISTA COMMUNITY FACILITIES DISTRICT NO. 1
(PUBLIC FACILITIES)
SPECIAL TAX BONDS SERIES 2021**

MATURITY SCHEDULE

Maturity (Sept. 1)	Principal Amount	Interest Rate	Yield	Price	CUSIP† ()
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\$ _____ % Term Bond Due September 1, 20 ____; Yield ____%; Price: ____%
CUSIP†: _____

† CUSIP Global Services (CGS) is managed on behalf of American Bankers Association by S&P Capital IQ. Copyright© 2021 CUSIP Global Services. This data is not intended to create a database and does not serve in any way as a substitute for the CGS database. CUSIP® numbers are provided for convenience of reference only. None of the City, the Fiscal Agent or the Underwriter take any responsibility for the accuracy of the CUSIP data.

CITY OF ROSEVILLE, CALIFORNIA

City Council*

Krista Bernasconi, *Councilmember (At-Large) and Mayor*
Pauline Roccucci, *Councilmember (At-Large)*
Tracy A. Mendonsa, *Councilmember (District 1)*
Bruce Houdesheldt, *Councilmember (District 3)*
Scott Alvord, *Councilmember (District 5)*

City Staff

Dominick Casey, *City Manager*
Dennis Kauffman, *Assistant City Manager/Chief Financial Officer*
Michelle Sheidenberger, *City Attorney*
Sonia Orozco, *City Clerk*

SPECIAL SERVICES

Bond Counsel and Disclosure Counsel

Jones Hall, A Professional Law Corporation
San Francisco, California

Municipal Advisor

Hilltop Securities Inc.
Encino, California

Special Tax Consultant

Economic & Planning Systems, Inc.
Sacramento, California

Special Tax Administrator

Willdan Financial Services
Temecula, California

Appraiser

Integra Realty Resources
Sacramento, California

Fiscal Agent

The Bank of New York Mellon Trust Company, N.A.
San Francisco, California

* The City Council is transitioning from at-large elections to by-district elections, which transition will be completed at the November 2022 election.

GENERAL INFORMATION ABOUT THIS OFFICIAL STATEMENT

Use of Official Statement. This Official Statement is submitted in connection with the sale of the 2021 Bonds referred to herein and may not be reproduced or used, in whole or in part, for any other purpose. This Official Statement is not to be construed as a contract with the purchasers of the 2021 Bonds.

Estimates and Forecasts. When used in this Official Statement and in any continuing disclosure by the City, in any press release and in any oral statement made with the approval of an authorized officer of the City, the words or phrases “will likely result,” “are expected to,” “will continue,” “is anticipated,” “estimate,” “project,” “forecast,” “expect,” “intend” and similar expressions identify “forward looking statements.” Such statements are subject to risks and uncertainties that could cause actual results to differ materially from those contemplated in such forward-looking statements. Any forecast is subject to such uncertainties. Inevitably, some assumptions used to develop the forecasts will not be realized and unanticipated events and circumstances may occur. Therefore, there are likely to be differences between forecasts and actual results, and those differences may be material. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, give rise to any implication that there has been no change in the affairs of the City since the date hereof.

Limit of Offering. No dealer, broker, salesperson or other person has been authorized by the City to give any information or to make any representations in connection with the offer or sale of the 2021 Bonds other than those contained herein and if given or made, such other information or representation must not be relied upon as having been authorized by the City or the Underwriter. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of the 2021 Bonds by a person in any jurisdiction in which it is unlawful for such person to make such an offer, solicitation or sale.

Involvement of Underwriter. The Underwriter has reviewed the information in this Official Statement in accordance with, and as a part of, their responsibilities to investors under the Federal Securities Laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information. The information and expressions of opinions herein are subject to change without notice and neither delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the City since the date hereof. All summaries of the documents referred to in this Official Statement, are made subject to the provisions of such documents, respectively, and do not purport to be complete statements of any or all of such provisions.

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITER MAY OVERALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICE OF THE 2021 BONDS AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

THE 2021 BONDS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, IN RELIANCE UPON AN EXCEPTION FROM THE REGISTRATION REQUIREMENTS CONTAINED IN SUCH ACT. THE 2021 BONDS HAVE NOT BEEN REGISTERED OR QUALIFIED UNDER THE SECURITIES LAWS OF ANY STATE.

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OFFICIAL STATEMENT

\$13,260,000*
CITY OF ROSEVILLE
THE RANCH AT SIERRA VISTA COMMUNITY FACILITIES DISTRICT NO. 1
(PUBLIC FACILITIES)
SPECIAL TAX BONDS SERIES 2021

This Official Statement, including the cover page and all Appendices hereto, is provided to furnish certain information in connection with the issuance by the City of Roseville (the “**City**”) by and through its The Ranch at Sierra Vista Community Facilities District No. 1 (Public Facilities) (the “**District**”) of the bonds captioned above (the “**2021 Bonds**”).

Any statements made in this Official Statement involving matters of opinion or of estimates, whether or not so expressly stated, are set forth as such and not as representations of fact, and no representation is made that any of the estimates will be realized. Definitions of certain terms used herein and not defined herein have the meaning set forth in the Fiscal Agent Agreement. See APPENDIX F.

INTRODUCTION

This introduction is not a summary of this Official Statement. It is only a brief description of and guide to, and is qualified by, more complete and detailed information contained in the entire Official Statement, including the cover page and attached appendices, and the documents summarized or described in this Official Statement. A full review should be made of the entire Official Statement. The offering of the 2021 Bonds to potential investors is made only by means of the entire Official Statement.

The City. The City is located in the Sacramento Valley near the foothills of the Sierra Nevada mountain range, about 16 miles northeast of Sacramento and 110 miles northeast of San Francisco. It lies on the Highway 80 corridor between the City of Sacramento and the City of Auburn. With an estimated population as of January 1, 2021 of approximately 146,875, the City is the largest city in Placer County (the “**County**”). For economic and demographic information regarding the area in and around the City, see “APPENDIX C – The City of Roseville and Placer County.”

The District. On November 28, 2018, the City Council of the City (the “**City Council**”), as legislative body of the District, adopted a Resolution of Intention to form the District under the Mello-Roos Community Facilities Act of 1982, as amended (the “**Act**”), to levy a special tax and to incur bonded indebtedness for the purpose of financing the Improvements and making contributions to certain public facilities. After conducting a noticed public hearing, on January 16, 2019, the City Council adopted a Resolution of Formation (the “**Resolution of Formation**”), which established the District and a future annexation area for the District (the “**Future Annexation Area**”), set forth the Special Tax Formula within the District and set forth the necessity to incur

* Preliminary; subject to change.

bonded indebtedness in a total amount not to exceed \$210,000,000. On the same day, an election was held within the District in which the qualified elector in the District, Sierra Vista Communities LLC, a California limited liability company (the “**Master Developer**”), approved the proposed bonded indebtedness and the levy of the Special Tax.

Property currently in the District and subject to the Special Tax comprises approximately 139 gross acres planned for 841 single-family homes in the Sierra Vista Specific Plan area, which is located in the western portion of the City. The District was initially formed around “phase 1” land developing into 554 single-family lots. Additional land representing a portion of “phase 2” of the development, planned for an additional 287 single-family homes, annexed into the District in August 2021 via unanimous approval form executed by the Master Developer. The entire project is planned for 1,543 residential units and 99 acres of commercial, office or mixed-use area, and additional land may annex into the District in the future from the Future Annexation Area, as described herein. However, only the land developing into 841 single-family lots within the District currently serves as security for the Bonds.

Authority for Issuance of the 2021 Bonds. The 2021 Bonds are issued pursuant to the Act, a resolution adopted by the City Council on [December 1], 2021 (the “**Resolution of Issuance**”) and a Fiscal Agent Agreement dated as of September 1, 2020, as amended and supplemented by a Supplemental Agreement No. 1 to Fiscal Agent Agreement, dated as of December 1, 2021 (together, the “**Fiscal Agent Agreement**”), between the City and The Bank of New York Mellon Trust Company, N.A., as fiscal agent (the “**Fiscal Agent**”).

Bond Terms. The 2021 Bonds will be dated as of and bear interest from the date of delivery thereof at the rate or rates set forth on the cover page of this Official Statement. Interest on the 2021 Bonds is payable on March 1 and September 1 of each year (each an “**Interest Payment Date**”), commencing March 1, 2022. The 2021 Bonds will be issued without coupons in denominations of \$5,000 or any integral multiple thereof.

Registration of Ownership of 2021 Bonds. The 2021 Bonds will be issued only as fully registered bonds in book-entry form, registered in the name of Cede & Co., as nominee of The Depository Trust Company (“**DTC**”). Ultimate purchasers of 2021 Bonds will not receive physical certificates representing their interest in the 2021 Bonds. So long as the 2021 Bonds are registered in the name of Cede & Co., as nominee of DTC, references herein to the Owners will mean Cede & Co., and will not mean the ultimate purchasers of the 2021 Bonds. Payments of the principal, premium, if any, and interest on the 2021 Bonds will be made directly to DTC, or its nominee, Cede & Co. so long as DTC or Cede & Co. is the registered owner of the 2021 Bonds. Disbursements of such payments to DTC’s Participants is the responsibility of DTC and disbursements of such payments to the Beneficial Owners is the responsibility of DTC’s Participants and Indirect Participants, as more fully described herein. See “APPENDIX G – DTC AND THE BOOK-ENTRY ONLY SYSTEM.”

Use of Proceeds. Proceeds of the 2021 Bonds will primarily be used to finance a portion of the costs of acquiring and constructing certain public infrastructure improvements (the “**Improvements**,” as described herein) as part of the development being undertaken by the Master Developer in the District. The Improvements consist generally of water, wastewater, drainage, roadway and other infrastructure improvements necessary for development of property within the District and the surrounding area, as well as park and open space improvements (which include environmental mitigation costs). See “THE IMPROVEMENTS.” Proceeds of the 2021 Bonds will also be used to fund a debt service reserve account for the 2021 Bonds, fund capitalized interest for the 2021 Bonds through and including September 1, 2022, and pay costs of issuance.

Security and Source of Payment of the 2021 Bonds. As security for the payment of the 2021 Bonds, a special tax applicable to each taxable parcel in the District will be levied and collected according to the tax liability determined by the City Council through the application of the Rate, Method of Apportionment, and Manner of Collection of Special Tax for the District, which was amended in August 2021 to reflect the annexation of the phase 2 property into the District (as so amended, the “**Special Tax Formula**”). The Special Tax Formula is set forth in its entirety in APPENDIX A hereto. Pursuant to the Special Tax Formula, a “Facilities Special Tax” will be levied and collected until the earlier of (i) the Transition Year or (ii) Fiscal Year 2082-83, and a “Maintenance Special Tax” will be levied and collected beginning in the Transition Year. *Only the “Facilities Special Tax” is pledged to the payment of the 2021 Bonds, and the definition of “**Special Taxes**” used in the Fiscal Agent Agreement and this Official Statement refers only to the “Facilities Special Tax” levied in accordance with the Special Tax Formula.* See “SECURITY AND SOURCES OF PAYMENT OF THE BONDS – Special Tax Methodology.”

The 2021 Bonds are payable from the “**Special Tax Revenues**,” consisting of the proceeds of the Special Taxes received by the City, including all scheduled payments and delinquent payments thereof, interest thereon and proceeds of the redemption or sale of property sold as a result of foreclosure of the lien of the Special Taxes, net of the administration charge of the County (currently at 1%), but do not include any interest in excess of the interest due on the Bonds or any penalties collected in connection with any such foreclosure. The 2021 Bonds are also payable from amounts held in certain funds and accounts pursuant to the Fiscal Agent Agreement, including a reserve fund, all as more fully described herein. See “–2021 Reserve Account of the Reserve Fund,” below.

The Special Taxes represent liens on the parcels of land subject to a Special Tax, and failure to pay the Special Taxes could result in proceedings to foreclose the delinquent property. The Special Taxes do not constitute the personal indebtedness of the owners of taxed parcels. See “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Special Tax Methodology” and “APPENDIX A – RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX.”

Parity Bonds. The maximum authorized indebtedness for the District is \$210,000,000, and the 2021 Bonds constitute the second series of special tax bonds issued under this authorization. The first series of special tax bonds for the District, the City of Roseville The Ranch at Sierra Vista Community Facilities District No. 1 (Public Facilities) Special Tax Bonds Series 2020 (the “**2020 Bonds**”), were issued in the principal amount of \$20,875,000, and additional series of parity bonds are expected in the future to finance additional infrastructure improvements needed for the development of the project as additional property is annexed into the District. In addition, the bond authorization includes an expectation that the City may utilize a portion of the available authorized bond amount for the funding of certain deferred impact fees owed to the City, anticipated to occur subsequent to payment in full of the 2021 Bonds, as described herein.

The 2020 Bonds were issued in the amount of \$20,875,000 and the 2021 Bonds are being issued in the amount of \$13,260,000*, which means the remaining authorized amount of indebtedness for the District is \$_____. Any future parity bonds of the District (“**Additional Bonds**” and collectively with the 2020 Bonds and the 2021 Bonds, the “**Bonds**”) are required to meet certain conditions of issuance as set forth in the Fiscal Agent Agreement. See “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Future Parity Bonds.”

* Preliminary; subject to change.

Additional bonds may be issued in the future to pay for additional Improvements and/or to pay for the Development Impact Fee Deferral as described below. However, the actual aggregate amount of Additional Bonds to fund Improvements and the Development Impact Fee Deferral may vary depending on interest rates at the time of bond issuance, the timing of each bond issue and other factors that may impact the timing and size of each bond issue.

2021 Reserve Account of the Reserve Fund. In connection with the issuance of the 2020 Bonds, a Reserve Fund (the “**Reserve Fund**”) was established by the Fiscal Agent under the Fiscal Agent Agreement. For each series of Bonds, separate reserve accounts will be established within the Reserve Fund. Accordingly, at the time of issuance of the 2021 Bonds, a reserve account for the 2021 Bonds will be established within the Reserve Fund for the benefit of the 2021 Bonds (the “**2021 Reserve Account**”) in the amount of the Reserve Requirement (defined herein) for the 2021 Bonds. If there are additional delinquencies after depletion of funds in the 2021 Reserve Account of the Reserve Fund, the City is not obligated to pay the 2021 Bonds or supplement the 2021 Reserve Account of the Reserve Fund except to the extent Special Tax Revenues are available for such purpose. See “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS — Reserve Fund.”

Development and Ownership of Property in District. As noted above, property currently in the District and subject to the Special Tax comprises approximately 139 gross acres planned for 841 single-family homes in the Sierra Vista Specific Plan area, which is located in the western portion of the City. The entire project is planned for 1,543 residential units and 99 acres of commercial, office or mixed-use area, and additional land may annex into the District in the future from the Future Annexation Area, as described herein. However, only the land developing into 841 single-family lots within the District currently serves as security for the Bonds.

The Master Developer, which is a joint venture between Lennar Homes of California, Inc. (“**Lennar Homes**”) and certain other entities as described herein, is under contract to sell all 841 planned lots currently within the District, as finished residential lots, to Lennar Homes pursuant to two purchase and sale agreements between them. Construction of infrastructure by the Master Developer is underway and mostly complete with respect to the land currently in the District. Lennar Homes began home construction activities, for both model homes and production homes within “phase 1” of the development in July 2020, had taken down 230 lots and subsequently closed approximately 124 homes to individual homeowners as of October 1, 2021.

See “THE DISTRICT – Anticipated Development in the District,” and “OWNERSHIP OF PROPERTY WITHIN THE DISTRICT.”

Value Estimate of Property in District. Taxable real property within the District is security for the Special Tax securing the Bonds. Given the developing nature of land in the District, the City authorized the preparation of an appraisal report with an October 1, 2021 date of value (the “**Appraisal**”) for all of the land in the District (collectively, the “**Appraised Property**”). As of the date of value, the appraised value of the Appraised Property was estimated as follows:

<u>Owner Name</u>	<u>Type of Parcels/Valuation</u>	<u>No. of Parcels</u>	<u>Estimated Value</u>
Individual Homeowners	Finished Homes w/o Assessed Values	124	\$80,584,000
Lennar Homes	Finishes Homes/Models	32	19,485,000
Master Developer ⁽¹⁾	Market Value, in Bulk	685	106,600,000
Aggregate Value of Appraised Properties		841	\$206,669,000

(1) Includes 71 finished lots being taken down by Lennar Homes pursuant to a take-down schedule described herein.

A complete copy of the Appraisal is attached to this Official Statement as APPENDIX B. In considering the estimates of value evidenced by the Appraisal, it should be noted that the Appraisal is based upon a number of standard and special assumptions and conditions which affect the estimates as to value and should be carefully reviewed by prospective investors in their entirety. See "VALUE OF PROPERTY WITHIN THE DISTRICT – The Appraisal."

Value-to-Lien Ratio. As shown above, the appraised value was \$206,963,000, which is 6.06* times the \$34,135,000* aggregate estimated principal amount of the Bonds (consisting of the 2020 Bonds and 2021 Bonds). Value-to-lien ratios on individual parcels may vary considerably from this average. See "APPENDIX B – The Appraisal" and "VALUE OF PROPERTY WITHIN THE DISTRICT – Value to Special Tax Burden Ratios" herein.

Risks of Investment. See the section of this Official Statement entitled "SPECIAL RISK FACTORS" for a discussion of special factors that should be considered, in addition to the other matters set forth herein, in considering the investment quality of the 2021 Bonds. ***In particular, no assurance can be given that the timing of construction of homes and/or sale of homes projected by Lennar Homes in this Official Statement will not be delayed as a result of the COVID-19 pandemic. Neither the City nor the Underwriter can predict the impact of COVID-19 on home production and home sales activities or the willingness of owners of land in the District, including the Master Developer and Lennar Homes, to pay the Special Taxes securing the 2021 Bonds. See "SPECIAL RISK FACTORS – COVID-19 Pandemic."***

Limited Obligation of the City. The general fund of the City is not liable and the full faith and credit of the City is not pledged for the payment of the interest on, or principal of or redemption premiums, if any, on the 2021 Bonds. The 2021 Bonds are not secured by a legal or equitable pledge of or charge, lien or encumbrance upon any property of the City or any of its income or receipts, except the money in the funds established and pledged to the 2021 Bonds under the Fiscal Agent Agreement, and neither the payment of the interest on nor principal of or redemption premiums, if any, on the 2021 Bonds is a general debt, liability or obligation of the City. The 2021 Bonds do not constitute an indebtedness of the City within the meaning of any constitutional or statutory debt limitation or restrictions, and neither the City Council, the City nor any officer or employee thereof are liable for the payment of the interest on or principal of or redemption premiums, if any, on the 2021 Bonds other than from the proceeds of the Special Taxes and the money in the funds established and pledged to the 2021 Bonds, as provided in the Fiscal Agent Agreement.

Summary of Information. Brief descriptions of certain provisions of the Fiscal Agent Agreement, the Bonds and certain other documents are included herein. The descriptions and summaries of documents herein do not purport to be comprehensive or definitive, and reference is made to each such document for the complete details of all its respective terms and conditions, copies of which are available for inspection at the office of the Chief Financial Officer of the City. All statements herein with respect to certain rights and remedies are qualified by reference to laws and principles of equity relating to or affecting creditors' rights generally. Capitalized terms used in this Official Statement and not otherwise defined herein have the meanings ascribed to such terms in the Fiscal Agent Agreement. The information and expressions of opinion herein speak only as of the date of this Official Statement and are subject to change without notice. Neither delivery of this Official Statement, any sale made hereunder, nor any future use of this Official Statement

* Preliminary; subject to change.

shall, under any circumstances, create any implication that there has been no change in the affairs of the City or the District since the date hereof.

Any statements made in this Official Statement involving matters of opinion or of estimates, whether or not so expressly stated, are set forth as such and not as representations of fact, and no representation is made that any of the estimates will be realized.

ESTIMATED SOURCES AND USES OF FUNDS

A summary of the estimated sources and uses of funds associated with the sale of the 2021 Bonds follows:

Estimated Sources of Funds:

Principal Amount of 2021 Bonds	\$
Plus/Less: [Net] Original Issue Premium/Discount	
Total	\$

Estimated Uses of Funds:

Deposit to Improvement Fund	\$
Deposit to 2021 Reserve Account of the Reserve Fund ⁽¹⁾	
Deposit to Capitalized Interest Account of Bond Fund ⁽²⁾	
Costs of Issuance ⁽³⁾	
Total	\$

(1) Equal to the Reserve Requirement for the 2021 Bonds.

(2) Capitalized interest on the 2021 Bonds through and including September 1, 2022.

(3) Includes fees of bond and disclosure counsel, fees, expenses and charges of the Fiscal Agent, printing costs, fees of the special tax administrator, appraiser, and municipal advisor, Underwriter's discount, and other costs of issuance.

THE BONDS

Authority for Issuance

General. The 2021 Bonds are issued pursuant to the Fiscal Agent Agreement, the Resolution of Issuance and the Act.

On November 28, 2018, the City Council adopted a Resolution of Intention to form a community facilities district under the Act, to levy a special tax and to incur bonded indebtedness for the purpose of financing the Improvements and making contributions to certain public facilities. After conducting a noticed public hearing, on January 16, 2019, the City Council adopted the Resolution of Formation, which established the District and the Future Annexation Area, set forth the Special Tax Formula within the District and set forth the necessity to incur bonded indebtedness in a total amount not to exceed \$210,000,000. On the same day, an election was held within the District in which the Master Developer, as the sole qualified elector in the District, approved the proposed bonded indebtedness and the levy of the Special Tax.

The District was initially formed around “phase 1” land developing into 554 single-family lots. Additional land representing a portion of “phase 2” of the development, planned for an additional 287 single-family homes, annexed into the District in August 2021 via unanimous approval form executed by the Master Developer. The entire project is planned for 1,543 residential units and 99 acres of commercial, office or mixed-use area, and additional land may annex into the District in the future from the Future Annexation Area. However, only the land developing into 841 single-family lots within the District currently serves as security for the Bonds. In connection with the annexation of property into the District from the Future Annexation Area in August 2021, the Special Tax Formula was amended to account for this annexation.

See “OWNERSHIP OF PROPERTY WITHIN THE DISTRICT” below and APPENDIX A.

Use of Bond Authorization for Development Impact Fee Deferral Bonds. In connection with the approval of development in the District, the City agreed that payment of certain impact fees owed by the Master Developer and Lennar Homes in the District will be deferred (referred to as the “Development Impact Fee Deferral” in the Special Tax Formula) to allow payment of the deferred fees after the 2020 Bonds have been fully paid. The City expects to receive payment for the deferred impact fees either through continued collection of Special Taxes or through the issuance of future bonds after the 2020 Bonds have matured. If the City chooses to issue bonds to pay deferred impact fees, the remaining authorization will be available to be utilized by the City as a means therefor.

Description of the Bonds

Bond Terms. The 2021 Bonds will be dated as of and bear interest from the date of delivery thereof at the rates and mature in the amounts and years, as set forth on the cover page hereof. The 2021 Bonds are being issued in the denomination of \$5,000 or any integral multiple thereof.

Interest on the 2021 Bonds will be payable semiannually on March 1 and September 1 of each year (each an “**Interest Payment Date**”), commencing March 1, 2022. The principal of the 2021 Bonds and premiums due upon the redemption thereof, if any, will be payable in lawful money of the United States of America at the principal corporate trust office of the Fiscal Agent, or such other place as designated by the Fiscal Agent, upon presentation and surrender of the 2021

Bonds; provided that so long as any 2021 Bonds are in book-entry form, payments with respect to such 2021 Bonds will be made by wire transfer, or such other method acceptable to the Fiscal Agent, to DTC.

Book-Entry Only System. The 2021 Bonds are being issued as fully registered bonds, registered in the name of Cede & Co., as nominee of The Depository Trust Company (“DTC”), and will be available to ultimate purchasers under the book-entry system maintained by DTC. Ultimate purchasers of 2021 Bonds will not receive physical certificates representing their interest in the 2021 Bonds. So long as the 2021 Bonds are registered in the name of Cede & Co., as nominee of DTC, references herein to the Owners will mean Cede & Co., and will not mean the ultimate purchasers of the 2021 Bonds. The Fiscal Agent will make payments of the principal, premium, if any, and interest on the 2021 Bonds directly to DTC, or its nominee, Cede & Co., so long as DTC or Cede & Co. is the registered owner of the 2021 Bonds. Disbursements of such payments to DTC’s Participants are the responsibility of DTC and disbursements of such payments to the Beneficial Owners are the responsibility of DTC’s Participants and Indirect Participants, as more fully described herein. See “APPENDIX G – DTC AND THE BOOK-ENTRY ONLY SYSTEM.”

Calculation and Payment of Interest. Interest on the 2021 Bonds will be computed on the basis of a 360-day year consisting of twelve 30-day months. Interest on the 2021 Bonds (including the final interest payment upon maturity or earlier redemption) is payable by check of the Fiscal Agent mailed on each Interest Payment Date by first class mail to the registered Owner thereof at such registered Owner’s address as it appears on the registration books maintained by the Fiscal Agent at the close of business on the 15th day of the month preceding the month in which the Interest Payment Date occurs whether or not such day is a Business Day (the “**Record Date**”) preceding the Interest Payment Date, or by wire transfer made on such Interest Payment Date upon written instructions received by the Fiscal Agent on or before the Record Date preceding the Interest Payment Date, of any Owner of \$1,000,000 or more in aggregate principal amount of 2021 Bonds; provided that so long as any 2021 Bonds are in book-entry form, payments with respect to such 2021 Bonds will be made by wire transfer, or such other method acceptable to the Fiscal Agent, to DTC. See “APPENDIX G – DTC AND THE BOOK-ENTRY ONLY SYSTEM.”

Each 2021 Bond will bear interest from the Interest Payment Date next preceding the date of authentication thereof unless (i) it is authenticated on an Interest Payment Date, in which event it will bear interest from such date of authentication, or (ii) it is authenticated prior to an Interest Payment Date and after the close of business on the Record Date preceding such Interest Payment Date, in which event it will bear interest from such Interest Payment Date, or (iii) it is authenticated prior to the Record Date preceding the first Interest Payment Date, in which event it will bear interest from the Dated Date; provided, however, that if at the time of authentication of a 2021 Bond, interest is in default thereon, such 2021 Bond will bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon. So long as the 2021 Bonds are registered in the name of Cede & Co., as nominee of DTC, payments of the principal, premium, if any, and interest on the 2021 Bonds will be made directly to DTC, or its nominee, Cede & Co. Disbursements of such payments to DTC’s Participants are the responsibility of DTC and disbursements of such payments to the Beneficial Owners are the responsibility of DTC’s Participants and Indirect Participants, as more fully described herein. See “APPENDIX G – DTC AND THE BOOK-ENTRY ONLY SYSTEM.”

Redemption*

Optional Redemption. The 2021 Bonds are subject to optional redemption from any source of available funds (other than Prepayments of the Special Tax by property owners), in whole or in part among maturities as specified by the City and by lot within a maturity, on any date on and after September 1, 20__ at the following respective redemption prices (expressed as percentages of the principal amount of the 2021 Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

<u>Redemption Dates</u>	<u>Redemption Price</u>
September 1, 20__ through August 31, 20__	103%
September 1, 20__ through August 31, 20__	102
September 1, 20__ through August 31, 20__	101
September 1, 20__ and any date thereafter	100

Mandatory Redemption From Prepayments. The 2021 Bonds are subject to mandatory redemption from Prepayments of the Special Tax by property owners, in whole or in part among maturities as specified by the City and by lot within a maturity, on any Interest Payment Date at the following respective redemption prices (expressed as percentages of the principal amount of the 2021 Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

<u>Redemption Dates</u>	<u>Redemption Price</u>
Interest Payment Dates through and including March 1, 20__	103%
September 1, 20__ and March 1, 20__	102
September 1, 20__ and March 1, 20__	101
September 1, 20__ and any Interest Payment Date thereafter	100

Prepayments and amounts released from the Reserve Fund in connection with Prepayments will be allocated to the redemption of the 2021 Bonds and any Additional Bonds as nearly as practicable on a proportionate basis based on the outstanding principal amount of the 2021 Bonds and any Additional Bonds and shall be applied to redeem 2021 Bonds and Additional Bonds as nearly as practicable on a pro rata basis among maturities in increments of \$5,000; provided, however, that, for Prepayments of less than \$50,000, the City may specify in an Officer's Certificate that Prepayments be applied to one or more maturities of the 2021 Bonds or Additional Bonds so long as there is delivered to the Fiscal Agent a Certificate of the Special Tax Consultant that, following such redemption from Prepayments, the maximum Special Taxes that may be levied in each Fiscal Year is not less than 110% of Maximum Annual Debt Service.

See "SPECIAL RISK FACTORS – Potential Early Redemption of Bonds from Prepayments" for a discussion of the potential for the 2021 Bonds to be priced with original issue premium and then be redeemed from Special Tax prepayments prior to maturity.

Mandatory Sinking Fund Redemption. The Term 2021 Bonds maturing September 1, 20__ and September 1, 20__ are subject to mandatory sinking payment redemption in part on September 1, 20__ and September 1, 20__, respectively, and on each September 1 thereafter to maturity, by lot, at a redemption price equal to 100% of the principal amount thereof to be

* Preliminary; subject to change.

redeemed, without premium, in the aggregate respective principal amounts as set forth in the following tables:

Term 2021 Bonds Maturing September 1, 20__

Mandatory Redemption Date (Sept. 1)	Sinking Fund Payment
---	-------------------------

(maturity)

Term 2021 Bonds Maturing September 1, 20__

Mandatory Redemption Date (Sept. 1)	Sinking Fund Payment
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(maturity)

The amounts in the foregoing tables may be reduced pro rata, in order to maintain substantially proportional debt service coverage, as a result of any prior partial optional redemption or mandatory redemption of the 2021 Bonds.

Purchase in Lieu of Redemption. In lieu of redemption, moneys in the Bond Fund may be used and withdrawn by the Fiscal Agent for purchase of Outstanding 2021 Bonds, upon the filing with the Fiscal Agent of an Officer's Certificate requesting such purchase, at public or private sale as and when, and at such prices (including brokerage and other charges) as such Officer's Certificate may provide, but in no event may 2021 Bonds be purchased at a price in excess of the principal amount thereof, plus interest accrued to the date of purchase.

Redemption Procedure by Fiscal Agent. The Fiscal Agent will cause notice of any redemption to be mailed by first class mail, postage prepaid, at least 20 days but not more than 60 days prior to the date fixed for redemption, to the Securities Depositories and to one or more Information Services, and to the respective registered Owners of any 2021 Bonds designated for redemption, at their addresses appearing on the registration books in the Principal Office of the Fiscal Agent; but such mailing is not a condition precedent to such redemption and failure to mail or to receive any such notice, or any defect therein, will not affect the validity of the proceedings for the redemption of such 2021 Bonds.

Such notice will state the redemption date and the redemption price and, if less than all of the then Outstanding 2021 Bonds are to be called for redemption, will designate the CUSIP numbers and bond numbers of the 2021 Bonds to be redeemed by giving the individual CUSIP number and bond number of each 2021 Bond to be redeemed or will state that all 2021 Bonds between two stated bond numbers, both inclusive, are to be redeemed or that all of the 2021 Bonds of one or more maturities have been called for redemption, will state as to any 2021 Bond called in part the principal amount thereof to be redeemed, and will require that such 2021 Bonds be then surrendered at the Principal Office of the Fiscal Agent for redemption at the said

redemption price, and will state that further interest on such 2021 Bonds will not accrue from and after the redemption date.

The City has the right to rescind any notice of the optional redemption of 2021 Bonds and such notice may be cancelled and annulled if for any reason funds will not be or are not available on the date fixed for redemption for the payment in full of the 2021 Bonds then called for redemption.

Whenever provision is made in the Fiscal Agent Agreement for the redemption of less than all of the 2021 Bonds of any maturity, the City will select the 2021 Bonds to be redeemed, from all 2021 Bonds or such given portion thereof of such maturity by lot in any manner which the City in its sole discretion deems appropriate. Upon surrender of 2021 Bonds redeemed in part only, the City will execute and the Fiscal Agent will authenticate and deliver to the registered Owner, at the expense of the City, a new 2021 Bond or 2021 Bonds, of the same series and maturity, of authorized denominations in aggregate principal amount equal to the unredeemed portion of the 2021 Bond or 2021 Bonds.

Effect of Redemption. From and after the date fixed for redemption, if funds available for the payment of the principal of, and interest and any premium on, the 2021 Bonds so called for redemption are deposited in the Bond Fund, such 2021 Bonds so called will cease to be entitled to any benefit under the Fiscal Agent Agreement other than the right to receive payment of the redemption price, and no interest will accrue thereon on or after the redemption date specified in such notice.

Transfer or Exchange of Bonds

So long as the 2021 Bonds are registered in the name of Cede & Co., as nominee of DTC, transfers and exchanges of 2021 Bonds will be made in accordance with DTC procedures. See "APPENDIX G – DTC AND THE BOOK-ENTRY ONLY SYSTEM." Any 2021 Bond may, in accordance with its terms, be transferred or exchanged by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such 2021 Bond for cancellation, accompanied by delivery of a duly written instrument of transfer in a form approved by the Fiscal Agent. Whenever any 2021 Bond or 2021 Bonds are surrendered for transfer or exchange, the City will execute and the Fiscal Agent will authenticate and deliver a new 2021 Bond or 2021 Bonds, for a like aggregate principal amount of 2021 Bonds of authorized denominations and of the same maturity. The cost for any services rendered or any expenses incurred by the Fiscal Agent in connection with any such transfer or exchange will be paid by the City. The Fiscal Agent will collect from the Owner requesting such transfer any tax or other governmental charge required to be paid with respect to such transfer or exchange. No transfers or exchanges of 2021 Bonds will be required to be made (i) within 15 days prior to the date established by the Fiscal Agent for selection of 2021 Bonds for redemption or (ii) with respect to a 2021 Bond after such 2021 Bond has been selected for redemption.

SECURITY AND SOURCES OF PAYMENT FOR THE BONDS

Special Taxes

The Bonds (consisting of the 2020 Bonds, the 2021 Bonds and any Additional Bonds that may be issued in the future) are payable from and secured by proceeds of the Special Taxes received by the City, including all scheduled payments and delinquent payments thereof, interest and penalties thereon and proceeds of the redemption or sale of property sold as a result of foreclosure of the lien of the Special Taxes (but excluding any interest in excess of the interest due on the Bonds or any penalties collected in connection with any such foreclosure), and net of a 1% administration charge of the County (the “**Special Tax Revenues**”). All of the Special Tax Revenues and all moneys deposited in the Bond Fund and, until disbursed as provided herein, in the Improvement Fund and the Special Tax Fund are pledged to secure the repayment of the Bonds. In addition, with respect to each Series of Bonds, all moneys in the applicable subaccount of the Reserve Fund for such Series is pledged to secure the repayment of the applicable Series. The Special Tax Revenues and all moneys deposited into such funds (except as otherwise provided in the Fiscal Agent Agreement) are dedicated to the payment of the principal of, including any mandatory sinking fund payments, and interest and any premium on, the Bonds as provided in the Fiscal Agent Agreement and in the Act until all of the Bonds have been paid and retired or defeased in accordance with the Fiscal Agent Agreement.

A Special Tax applicable to each taxable parcel in the District will be levied and collected according to the tax amount determined by the City Council through the application of the Special Tax Formula administered by Willdan Financial Services, Temecula, California (the “**Special Tax Administrator**”) and set forth in APPENDIX A hereto for all taxable properties in the District. Prior to remittance of the Special Tax collections to the City, the County deducts and retains a 1% County administration fee, as noted above. Interest and principal on the Bonds is payable from the annual Special Tax Revenues to be paid to the City from Special Tax levies and collections on taxable property within the District, from amounts held in certain funds and accounts established under the Fiscal Agent Agreement and from the proceeds, if any, from the sale of such property for delinquency of such Special Taxes.

The Special Taxes are exempt from the property tax limitation of Article XIII A of the California Constitution, pursuant to Section 4 thereof as a “special tax” authorized by a two-thirds vote of the qualified electors. The levy of the Special Taxes was authorized by the City pursuant to the Act in an amount determined according to the Special Tax Formula approved by the City. See “Special Tax Methodology” below and “APPENDIX A – RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX.”

The amount of Special Taxes that the City may levy in any year, and from which principal and interest on the Bonds is to be paid, is strictly limited by the maximum rates approved by the qualified electors within the District, which is set forth in the Special Tax Formula. Under the Special Tax Formula, Special Taxes for the purpose of making payments on the Bonds will be levied annually in an amount not in excess of the maximum approved amount. The Special Taxes and any interest earned on the Special Taxes constitute a trust fund for the principal of and interest on the Bonds pursuant to the Fiscal Agent Agreement and, so long as the principal of and interest on these obligations remains unpaid, the Special Taxes and investment earnings thereon will not be used for any other purpose, except as permitted by the Fiscal Agent Agreement, and will be held in trust for the benefit of the owners thereof and will be applied pursuant to the Fiscal Agent Agreement. The Special Tax Formula apportions the Annual Facilities Costs (as defined in the Special Tax Formula and described below) among the taxable parcels of real property within the

District according to the rate and methodology set forth in the Special Tax Formula. See “Special Tax Methodology” below. See also “APPENDIX A — RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX.”

The City may levy the Special Tax up to the amount of the Maximum Annual Facilities Special Tax set forth in the Special Tax Formula, if conditions so require. The City has covenanted to annually levy the Special Taxes in an amount at least sufficient to pay the Annual Facilities Costs (as defined below). Because each Special Tax levy is limited to the Maximum Annual Facilities Special Tax rates authorized as set forth in the Special Tax Formula, no assurance can be given that, in the event of Special Tax delinquencies, the amount of the Annual Facilities Costs will in fact be collected in any given year. In addition, Section 53321(d) of the Act provides that the special tax levied against any parcel for which an occupancy permit for private residential use has been issued may not be increased as a consequence of delinquency or default by the owner of any other parcel within a community facilities district by more than 10% above the amount that would have been levied in such Fiscal Year had there never been any such delinquencies or defaults. See “SPECIAL RISK FACTORS – Tax Delinquencies” herein. The Special Taxes are collected for the City by the County in the same manner and at the same time as *ad valorem* property taxes.

Special Tax Methodology

Pursuant to the Special Tax Formula, a “Facilities Special Tax” will be levied and collected until the earlier of (i) the Transition Year or (ii) Fiscal Year 2082-83, and a “Maintenance Special Tax” will be levied and collected beginning in the Transition Year. For the definition of “Transition Year” and related matters, see APPENDIX A. *Only the “Facilities Special Tax” is pledged to the payment of the Bonds, and the definition of “**Special Taxes**” used in the Fiscal Agent Agreement and this Official Statement refers only to the “Facilities Special Tax” levied in accordance with the Special Tax Formula. Capitalized terms set forth in this section and not otherwise defined have the meanings set forth in the Special Tax Formula.*

Determination of Annual Facilities Costs. Each year, the City will determine the Annual Facilities Costs of the District for the upcoming Fiscal Year. The “**Annual Facilities Costs**” includes the following amounts (less any available earnings on any reserve fund, special tax funds, available capitalized interest or any other available revenues):

- (i) Debt Service to be paid from Facilities Special Taxes;
- (ii) the amount needed to replenish bond reserve funds to the level required by Bond documents, to the extent not included in a computation of Annual Facilities Costs in a previous Fiscal Year;
- (iii) Administrative Expenses for such Fiscal Year;
- (iv) the amount needed to (1) cure any delinquencies in the payment of principal or interest on Bonds which have occurred in the prior Fiscal Year, and (2) to fund any foreseeable deficiency of the amount to be available for the payment of principal or interest on Bonds which are expected to occur in the current or any previous Fiscal Year, to the extent not already included in the calculation of Annual Facilities Costs;
- (v) the amount needed to (1) cure any delinquencies in the payment of the Facilities Special Taxes in the prior Fiscal Year, (2) to fund any foreseeable deficiency of

the amount to be available for the payment of Facilities Special Taxes which are expected to occur in such Fiscal Year, in each case, to the extent not already included in the calculation of Annual Facilities Costs;

(vi) pay-as-you-go expenditures for authorized improvements; and

(vii) during the Deferral Bonding Period, the amount needed to pay Development Impact Fee Deferrals not financed by Bonds.

The Annual Facilities Costs is the basis for the amount of Special Tax to be levied within the District. In no event may the City levy a Special Tax in any year above the Maximum Annual Facilities Special Tax identified for each parcel in the Special Tax Formula.

Parcels Subject to the Facilities Special Tax. For each fiscal year in which the Facilities Special Tax will be levied, the City will prepare a list of the parcels subject to the Special Tax using the records of the City and the County Assessor. The City will tax parcels within each zone within the District pursuant to the Special Tax Formula. Taxable Parcels that are acquired by a public agency after the District is formed will remain subject to the Facilities Special Tax unless a “trade” resulting in no loss of Facilities Special Tax revenue can be made, as described in the Special Tax Formula. See APPENDIX A.

Limitation on Increases in Levy of Facilities Special Tax. If owners are delinquent in the payment of Facilities Special Taxes, the City may not increase Facilities Special Tax levies to make up for delinquencies for prior Fiscal Years above the Maximum Facilities Special Tax rates specified for each category of property within the District. In addition, Section 53321(d) of the Act provides that the special tax levied against any parcel for which an occupancy permit for private residential use has been issued may not be increased as a consequence of delinquency or default by the owner of any other parcel within a community facilities district by more than 10% above the amount that would have been levied in such Fiscal Year had there never been any such delinquencies or defaults. In cases of significant delinquency, these factors may result in defaults in the payment of principal of and interest on the Bonds. See “SPECIAL RISK FACTORS.”

Duration of the Facilities Special Tax; Transition Year. The Facilities Special Tax will be levied and collected (up to maximum allowable amount) until the earlier of (i) the Transition Year or (ii) Fiscal Year 2082-83. Transition Year means the first Fiscal Year following the Fiscal Year in which the Transition Event occurred, and Transition Event means the earlier of (i) after the period in which bonds are outstanding or refunded which financed costs other than the Development Impact Fee Deferral (defined in the Special Tax Formula as the “Initial Bonding Period”), the Fiscal Year in which the Administrator determines the Development Impact Fee Deferral has been repaid in full to the City and the City determines funding is no longer needed for Annual Facilities Costs, or (ii) Fiscal Year 2083-84. Initial Bonding Period means the period in which Bonds are outstanding or refunded which financed Authorized Facilities costs other than the Development Impact Fee Deferral.

Prepayment of the Facilities Special Tax. The Special Tax Formula provides that landowners may prepay some of the Facilities Special Tax by a cash settlement with the City. The amount of the prepayment required is to be calculated according to a formula set forth in the Special Tax Formula, which is generally based on the net present value of the remaining years in which the Facilities Special Tax will be collected, including the effect of a 2% per year escalation factor applicable for the time Bonds remain outstanding using a discount rate equal to the most current yield for the 30-year Treasury Constant Maturity as the discount factor, plus an amount

representing the Development Impact Fee Deferral Amount (which amount is not available for prepayment of the Bonds), all as described in Section 8 of the Special Tax Formula set forth in APPENDIX A. Prepayment is only allowed if the City determines that the prepayment does not jeopardize its ability to make timely payments of debt service on outstanding Bonds.

Levy of Annual Special Tax; Maximum Special Tax

The annual Special Tax will be calculated by the City and levied to provide money for debt service on the Bonds, replenishment of the Reserve Fund, certain delinquencies, administration of the District, and for payment of pay-as-you-go expenditures (to the extent permitted by the City) for the authorized District-funded facilities not funded from Bond proceeds. In no event may the City levy a Special Tax in any year above the maximum identified for each parcel in the Special Tax Formula.

For the 554 planned low-density-residential (LDR) units in the initial boundary of the District, the Maximum Annual Facilities Special Tax for Fiscal Year 2021-22 equaled \$3,050 per unit, and for the 287 planned medium-density-residential (MDR) units annexed into the District in 2021, the Maximum Annual Facilities Special Tax for Fiscal Year 2021-22 equaled \$2,400 per unit. However, the foregoing amounts are subject to adjustment based upon the actual number of units built (in the event that less homes are built than are expected in the Special Tax Formula). The Maximum Annual Facilities Special Tax (as defined in the Special Tax Formula) shall escalate by 2% per year until the Transition Event, and thereafter shall no longer be levied. See “APPENDIX A – RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX” and for a table showing the expected land uses and assigned Maximum Special Taxes, see “Attachment 2” in such Appendix.

Annual Special Tax Levy. The Special Tax will be levied each year by calculating the amount needed to be generated by all Taxable Parcels in the District; the Special Tax (up to the maximum allowable amount) will be levied against each Taxable Parcel until the Special Tax revenue equals such amount; however, the Special Tax Formula establishes a priority for which properties will be levied a Special Tax. First, the Special Tax will be levied against all “Developed Parcels” in the District. If additional amounts are needed, a levy is made against each “Small Lot Tentative Map Parcel” in the District, then each “Large Lot Parcel” in the District, then each “Undeveloped Parcel” in the District. For single-family detached property, Developed Parcels are parcels shown on a Final Small Lot Subdivision Map recorded prior to May 1 of the preceding Fiscal Year. See “APPENDIX A – RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX.”

The City covenants in the Fiscal Agent Agreement to fix and levy the amount of Special Taxes within the District required for the payment of principal of and interest on any outstanding Bonds of the District becoming due and payable during the ensuing year, including any necessary replenishment or expenditure of the Reserve Fund for the Bonds and an amount estimated to be sufficient to pay the Administrative Expenses during such year, all in accordance with the Special Tax Formula. The Special Tax is authorized to be levied in an amount not to exceed the Maximum Special Tax levy as described in the Special Tax Formula notwithstanding that a lower amount is sufficient to pay debt service on the Bonds. The Special Tax Formula provides a mechanism whereby the City may utilize the pay-as-you-go component to pay for and/or reimburse developers for a portion of the cost of Improvements not funded by proceeds of the bonds issued for the District. Proceeds of the annual Special Tax levy will first be used to pay the “Annual Facilities Costs” (which include debt service payments on the Bonds) other than pay-as-you-go expenditures, and the City contemplates that the levy will include a pay-as-you-go component in an amount up to the Maximum Annual Facilities Special Tax on Developed Parcels, for deposit,

after deducting for debt service and administration, into the Improvement Fund for authorized costs not funded from Bond proceeds. See “THE IMPROVEMENTS” and “VALUE OF PROPERTY WITHIN THE DISTRICT.” See also “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Special Tax Methodology” above. See “APPENDIX A – RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX” for a copy of the Special Tax Formula.

Special Tax Fund

When received, the Special Tax Revenues are required under the Fiscal Agent Agreement to be deposited into a Special Tax Fund to be held by the City in trust for the benefit of the City and the Owners of the Bonds. Within the Special Tax Fund, the City has established and will maintain the Surplus Account, to the credit of which the City will deposit surplus Special Tax Revenue, if any, as described below. Moneys in the Special Tax Fund will be disbursed as provided below and, pending any disbursement, will be subject to a lien in favor of the Owners of the Bonds.

All Special Tax Revenue will be deposited in the Special Tax Fund upon receipt. Prior to each Interest Payment Date, the City will withdraw from the Special Tax Fund and transfer (i) to the Fiscal Agent for deposit in the reserve accounts of the Reserve Fund, an amount which when added to the amount then on deposit therein is equal to the Reserve Requirement with respect to each series of Bonds, and (ii) to the Fiscal Agent for deposit in the Bond Fund an amount, taking into account any amounts then on deposit in the Bond Fund, such that the amount in the Bond Fund equals the principal, premium, if any, and interest due on the Bonds on the next Interest Payment Date; provided, however, that as soon as practicable after the receipt by the City of any prepayments of Special Taxes, but no later than 10 Business Days after such receipt, the City shall transfer such prepayments to the Fiscal Agent for deposit into the Prepayment Account of the Bond Fund to be used for the redemption of Bonds. At such time as deposits to the Special Tax Fund equal the principal, premium if any, and interest becoming due on the Bonds for the current Bond Year and the amount needed to restore the reserve accounts of the Reserve Fund balance to the Reserve Requirement with respect to each series of Bonds, the amount in the Special Tax Fund in excess of such amount may, at the discretion of the City, be transferred to the Surplus Account, which will occur on or after September 2nd of each year. From time to time, the City may withdraw from the Surplus Account of the Special Tax Fund amounts needed to pay the City's administrative expenses and County fees; provided that such transfers will not be in excess of the portion of the Special Tax Revenues collected by the City that represent levies for administrative expenses. Moneys in the Surplus Account may also be transferred, at the City's discretion, to the Improvement Fund to pay for costs of the Improvements (including reimbursements to developers for the cost of Improvements not funded from proceeds of bonds issued for the District) or authorized facility contributions, to pay the principal of, premium, if any, and interest on the Bonds or to replenish amounts in the Reserve Fund. See “THE IMPROVEMENTS – Construction and Acquisition of the Improvements.”

Delinquent Payments of Special Tax; Covenant for Superior Court Foreclosure

The Special Tax will be collected in the same manner and the same time as *ad valorem* property taxes, except at the City's option, the Special Taxes may be billed directly to property owners or collected at a different time to meet the City's financial obligations. In the event of a delinquency in the payment of any installment of Special Taxes, the City is authorized by the Act to order institution of an action in superior court to foreclose the lien therefor.

The City has covenanted in the Fiscal Agent Agreement with and for the benefit of the Owners of the Bonds that it will annually on or before September 1 of each year review the public

records of the County relating to the collection of the Special Tax in order to determine the amount of the Special Tax collected in the prior fiscal year, and if the City determines on the basis of such review that the amount so collected is deficient by more than 5% of the total amount of the Special Tax levied in the District in such Fiscal Year, it will within 30 days thereafter institute foreclosure proceedings as authorized by the Act in order to enforce the lien of the delinquent installment of the Special Tax against each separate lot or parcel of land in the District for which such installment of the Special Tax is delinquent, and will diligently prosecute and pursue such foreclosure proceedings to judgment and sale; *provided*, that if the City determines on the basis of such review that (a) the amount so collected is deficient by less than 5% of the total amount of the Special Tax levied in the District in such Fiscal Year, but that property owned by any single property owner in the District is delinquent by more than \$5,000 with respect to the Special Tax due and payable by such property owner in such Fiscal Year, or (b) property owned by any single property owner in the District is delinquent cumulatively by more than \$3,250 with respect to the current and past Special Tax due (irrespective of the total delinquencies in the District), then the City will institute, prosecute and pursue such foreclosure proceedings in the time and manner provided herein against each such property owner.

Under the Act, foreclosure proceedings are instituted by the bringing of an action in the superior court of the county in which the parcel lies, naming the owner and other interested persons as defendants. The action is prosecuted in the same manner as other civil actions. In such action, the real property subject to the special taxes may be sold at a judicial foreclosure sale for a minimum price that will be sufficient to pay or reimburse the delinquent special taxes.

The owners of the Bonds benefit from the 2021 Reserve Account of the Reserve Fund established pursuant to the Fiscal Agent Agreement; however, if delinquencies in the payment of the Special Taxes with respect to the Bonds are significant enough to completely deplete the 2021 Reserve Account of the Reserve Fund, there could be a default or a delay in payments of principal and interest to the owners of the Bonds pending prosecution of foreclosure proceedings and receipt by the City of the proceeds of foreclosure sales. Provided that it is not levying the Special Tax at the Maximum Annual Facilities Special Tax rates set forth in the Special Tax Formula, the City may adjust the Special Taxes levied on all property within the District subject to the Special Tax to provide an amount required to pay debt service on the Bonds and to replenish the reserve accounts within the Reserve Fund. However, such adjustment is subject to the Maximum Annual Facilities Special Tax and to the limitation described under the caption “–Special Tax Methodology” above.

Under current law, a judgment debtor (property owner) has at least 120 days from the date of service of the notice of levy to redeem the property to be sold. If a judgment debtor fails to redeem and the property is sold, his or her only remedy is an action to set aside the sale, which must be brought within 90 days of the date of sale. If, as a result of such an action a foreclosure sale is set aside, the judgment is revived and the judgment creditor is entitled to interest on the revived judgment as if the sale had not been made (California Code of Civil Procedure Section 701.680).

Foreclosure by court action is subject to normal litigation delays, the nature and extent of which are largely dependent upon the nature of the defense, if any, put forth by the debtor and the condition of the calendar of the superior court of the county. Such foreclosure actions can be stayed by the superior court on generally accepted equitable grounds or as the result of the debtor’s filing for relief under the Federal bankruptcy laws. The Act provides that, upon foreclosure, the Special Tax lien will have the same lien priority as is provided for *ad valorem* taxes

and special assessments. See “VALUE OF PROPERTY WITHIN THE DISTRICT – Priority of Lien.”

No assurances can be given that the real property subject to a judicial foreclosure sale will be sold or, if sold, that the proceeds of sale will be sufficient to pay any delinquent Special Tax installment. The Act does not require the District to purchase or otherwise acquire any lot or parcel of property foreclosed upon if there is no other purchaser at such sale.

Section 53356.6 of the Act requires that property sold pursuant to foreclosure under the Act be sold for not less than the amount of judgment in the foreclosure action, plus post-judgment interest and authorized costs, unless the consent of the owners of 75% of the outstanding Bonds is obtained. However, under Section 53356.6 of the Act, the District, as judgment creditor, is entitled to purchase any property sold at foreclosure using a “credit bid,” where the District could submit a bid crediting all or part of the amount required to satisfy the judgment for the delinquent amount of the Special Tax. If the District becomes the purchaser under a credit bid, the District must pay the amount of its credit bid into the redemption fund established for the Bonds, but this payment may be made up to 24 months after the date of the foreclosure sale.

2021 Reserve Account of Reserve Fund

In connection with the issuance of the 2020 Bonds, a Reserve Fund (the “**Reserve Fund**”) was established by the Fiscal Agent under the Fiscal Agent Agreement. For each series of Bonds, separate reserve accounts will be established within the Reserve Fund. Accordingly, at the time of issuance of the 2021 Bonds, a reserve account for the 2021 Bonds will be established within the Reserve Fund for the benefit of the 2021 Bonds (the “**2021 Reserve Account**”) in the amount of the Reserve Requirement (defined herein) for the 2021 Bonds. If there are additional delinquencies after depletion of funds in the 2021 Reserve Account of the Reserve Fund, the City is not obligated to pay the 2021 Bonds or supplement the 2021 Reserve Account of the Reserve Fund except to the extent Special Tax Revenues are available for such purpose.

As used in the Fiscal Agent Agreement, “**Reserve Requirement**” means, with respect to any series of Bonds, the least of (i) 125% of the average Annual Debt Service with respect to the applicable series of Bonds; (ii) Maximum Annual Debt Service with respect to the applicable series of Bonds; and (iii) 10% of the original principal amount of the applicable series of Bonds (or, if the applicable series of Bonds has more than a de minimis amount of original issue discount or premium, 10% of the issue price of such series of Bonds); provided, that—

- (a) the Reserve Requirement for the 2021 Bonds shall not increase after the date of issuance of the 2021 Bonds;
- (b) in no event shall the City be obligated to deposit an amount in any reserve fund in excess of the amount permitted by the applicable provisions of the Code to be so deposited from the proceeds of tax-exempt bonds without having to restrict the yield of any investment purchased with any portion of such deposit and, if the amount of any such deposit is so limited, the Reserve Requirement shall be only the amount of such deposit as permitted by the Code; and
- (c) the City may meet all or a portion of the Reserve Requirement with respect to any series of Bonds by depositing a Qualified Reserve Fund Credit Instrument.

For each series of Additional Bonds, the Fiscal Agent shall establish a separate subaccount within the Reserve Fund for such series and moneys in each subaccount shall be held in trust by the Fiscal Agent for the benefit of the Owners of the respective series of Bonds.

The City has the right to either meet the Reserve Requirement at the time of issuance of a series of Bonds or at any time thereafter to cause the Fiscal Agent to release cash from the Reserve Fund, in whole or in part, by tendering to the Fiscal Agent: (1) a Qualified Reserve Fund Credit Instrument, and (2) in the case of a release, an opinion of Bond Counsel stating that such release will not, of itself, cause the portion of the interest on the Bonds secured thereby to become includable in gross income for purposes of federal income taxation. Upon tender of such items to the Fiscal Agent in connection with a release of cash, the Fiscal Agent will transfer such funds to the City. Prior to the expiration of any Qualified Reserve Fund Credit Instrument, if applicable, the City is obligated either to replace such Qualified Reserve Fund Credit Instrument with a new Qualified Reserve Fund Credit Instrument, or to deposit or cause to be deposited with the Fiscal Agent an amount of funds such that the funds on deposit in the Reserve Fund together with all Qualified Reserve Fund Credit Instruments held by the Fiscal Agent is at least equal to the Reserve Requirement (which funds may come from a draw by the Fiscal Agent on the Qualified Reserve Fund Credit Instrument prior to its expiration).

“Qualified Reserve Fund Credit Instrument” means an irrevocable standby or direct-pay letter of credit or surety bond issued by a commercial bank or insurance company and deposited with the Fiscal Agent, provided that all of the following requirements are met: (a) the long-term credit rating of such bank or insurance company is rated in the top two categories (without regard to modifier) by S&P or Moody’s at the time of issuance; (b) such letter of credit or surety bond has a term of at least 12 months; (c) such letter of credit or surety bond has a stated amount at least equal to the portion of the Reserve Requirement being met by such instrument or with respect to which funds are proposed to be released pursuant to the Fiscal Agent Agreement; and (d) the Fiscal Agent is authorized pursuant to the terms of such letter of credit or surety bond to draw thereunder an amount equal to any deficiencies which may exist from time to time in the Bond Fund for the purpose of making payments required pursuant to the Fiscal Agent Agreement.

Whenever, on the Business Day prior to any Interest Payment Date, the amount in any reserve account within the Reserve Fund exceeds the Reserve Requirement for the applicable series of Bonds covered by such reserve account, the Fiscal Agent shall provide written notice to the Chief Financial Officer of the amount of the excess. The Chief Financial Officer shall advise the Fiscal Agent in writing of the amount, if any, of any transfer required pursuant to the Fiscal Agent Agreement, and otherwise direct the Fiscal Agent to transfer an amount equal to the excess to the Improvement Fund, if the Project has not been completed as of the date of such transfer, or if the Project has been completed, to the Bond Fund to be used for the payment of the principal of and interest on the Outstanding Bonds covered by the applicable reserve account in accordance with the Fiscal Agent Agreement; provided, that to the extent that such excess results from the prepayment of Special Taxes and redemption of Bonds, such amount shall be transferred to the Prepayment Account of the Bond Fund and applied to the corresponding redemption of Bonds.

Whenever the balance in the Reserve Fund exceeds the amount required to redeem or pay the Outstanding Bonds, including interest accrued to the date of payment or redemption and premium, if any, due upon redemption, and make any other transfer required under the Fiscal Agent Agreement, the Fiscal Agent will transfer the amount in the Reserve Fund to the Bond Fund to be applied, on the next succeeding Interest Payment Date, to the payment and redemption of all of the Outstanding Bonds. If the amount so transferred from the Reserve Fund to the Bond Fund exceeds the amount required to pay and redeem the Outstanding Bonds, the balance in the

Reserve Fund will be transferred to the City, after payment of any amounts due the Fiscal Agent, to be used for any lawful purpose of the City.

Improvement Fund

Under the Fiscal Agent Agreement, there is established an Improvement Fund, which is to be held in trust by the Fiscal Agent and will be disbursed as provided in the Fiscal Agent Agreement for the payment or reimbursement of the costs of the construction and acquisition of the Improvements in accordance with the Acquisition Agreement (as described herein). Interest earnings from the investment of amounts in the Improvement Fund will be retained in the Improvement Fund to be used for the purposes of the Improvement Fund.

Upon completion of the Improvements and payment to the Master Developer or other entities that are due reimbursement for Improvements, the Fiscal Agent will transfer the amount, if any, remaining in the Improvement Fund to the Bond Fund for application to the payment of principal of and interest on the Bonds in accordance with the Fiscal Agent Agreement, and the Improvement Fund will be closed. See "THE IMPROVEMENTS."

Future Parity Bonds

The Resolution of Formation authorizes the issuance of up to \$210,000,000 of special tax bonds for the District, of which the 2021 Bonds represent the second series. The City expects that it will, by a Supplemental Agreement, authorize the issuance of one or more additional series of Bonds (previously defined as the "**Additional Bonds**") payable from Special Taxes and secured by the Special Tax Revenues on a parity with the 2020 Bonds and the 2021 Bonds, as development progresses in the District (and any property annexed into the District from the Future Annexation Area) and upon compliance by the City with the conditions set forth in the Fiscal Agent Agreement, which include the following:

(i) There shall be deposited into a reserve account of the Reserve Fund, an amount at least equal to the Reserve Requirement with respect to such Additional Bonds.

(ii) For each Bond Year the Additional Bonds are Outstanding, projected Special Taxes Revenues, if levied at the maximum annual Special Tax rates per the Special Tax Formula, in each Fiscal Year are at least equal to 110% of Debt Service due in the Bond Year that begins in the corresponding Fiscal Year, as calculated by the special tax consultant to the City.

(iii) Both of the following conditions are met:

(A) Regarding All Parcels in the District: The aggregate value of all parcels in the District subject to the Special Tax, including then existing improvements and any facilities to be constructed or acquired with the proceeds of the Additional Bonds, as determined by an MAI appraisal, assessed valuations shown on the then current County tax roll, or by a combination of both methods, is at least 3.00 times the sum of (1) the aggregate principal amount of all Bonds then Outstanding, plus (2) the aggregate principal amount of the Additional Bonds proposed to be issued, plus (3) the proportionate principal amount of any bonds then outstanding and payable from assessments which are a lien against property in the District, plus (4) a portion of the aggregate principal amount of all bonds issued under the Act, other than Bonds then Outstanding and the Additional

Bonds, payable at least partially from special taxes to be levied on parcels of land subject to the Special Tax within the District (the “**Other Mello-Roos Bonds**”) equal to the aggregate principal amount of the Other Mello-Roos Bonds multiplied by a fraction, the numerator of which is the amount of special taxes levied for the Other Mello-Roos Bonds on parcels of land within the District subject to the Special Tax, and the denominator of which is the total amount of special taxes levied for the Other Mello-Roos Bonds on all parcels of land subject to the Special Tax against which the special taxes are levied to pay the Other Mello-Roos Bonds (such fraction to be determined based upon the special taxes which could be levied the year in which the Additional Bonds are issued, as determined by the City), based upon information from the most recent available Fiscal Year.

(B) Regarding Recently Annexed Parcels: The aggregate value of the Recently Annexed Parcels, including then existing improvements and any facilities to be constructed or acquired with the proceeds of the Additional Bonds, as determined by an MAI appraisal, assessed valuations shown on the then current County tax roll, or by a combination of both methods, is at least 3.00 times the sum of (1) the Attributable Principal Amount of all Bonds then Outstanding, plus (2) the Attributable Principal Amount of the Additional Bonds proposed to be issued, plus (3) the proportionate amount of any bonds then outstanding and payable from assessments which are a lien against the Recently Annexed Parcels, plus (4) the allocation of Other Mello-Roos Bonds determined to be applicable to the Recently Annexed Parcels pursuant to subsection (A) directly above.

As used herein, “*Recently Annexed Parcels*” means all parcels in the District subject to the Special Tax which were annexed into the District following the closing date for the then-most recently issued series of Bonds, and “*Attributable Principal Amount*” means for the Bonds or any Additional Bonds, calculated separately, an amount equal to the aggregate outstanding principal amount of such Bonds and Additional Bonds multiplied by a fraction, the numerator of which is the amount of special taxes that will be levied for such Bonds and Additional Bonds on Recently Annexed Parcels in the first fiscal year in which the levy includes debt service for the applicable series of Additional Bonds, and the denominator of which is the total amount of special taxes that will be levied for the Bonds and Additional Bonds on all parcels of land in the District against which the special taxes are levied to pay the Bonds and Additional Bonds in such fiscal year.

Additional Bonds may be issued for the purpose of refunding any outstanding Bonds without meeting the foregoing conditions so long as debt service on the aggregate debt service on all Outstanding Bonds in each Bond Year after the refunding is less than aggregate debt service on the Bonds before the refunding.

Nothing in the Fiscal Agent Agreement shall be interpreted to prohibit issuance of bonds or Additional Bonds secured on a subordinate basis to the Bonds.

In connection with the approval of development in the District, the City has agreed that payment of certain impact fees owed by the Master Developer and Lennar Homes in the District will be deferred (referred to as the “Development Impact Fee Deferral” in the Special Tax Formula) to allow payment of the deferred fees after the 2020 Bonds have been fully paid. The City expects to receive payment for the deferred impact fees either through continued collection of Special Taxes or through the issuance of future bonds after the 2020 Bonds have matured. If the City chooses to issue bonds to pay deferred impact fees, the remaining authorization will be available to be utilized by the City as a means therefor.

DEBT SERVICE SCHEDULE

The annual debt service on the 2020 Bonds and 2021 Bonds, based on the interest rates and maturity schedule for each series, and assuming no optional or extraordinary redemptions for prepayments, is set forth below.

City of Roseville The Ranch at Sierra Vista Community Facilities District No. 1 (Public Facilities) Debt Service Schedule

Year Ending (Sept. 1)	2020 Bonds Principal and Interest	2021 Bonds Principal	2021 Bonds Interest	Bonds Total
2022	\$970,000			
2023	989,600			
2024	1,008,200			
2025	1,030,800			
2026	1,047,200			
2027	1,067,600			
2028	1,091,800			
2029	1,114,600			
2030	1,136,000			
2031	1,156,000			
2032	1,179,600			
2033	1,206,600			
2034	1,231,800			
2035	1,255,200			
2036	1,276,800			
2037	1,306,600			
2038	1,329,200			
2039	1,359,800			
2040	1,383,000			
2041	1,414,000			
2042	1,442,400			
2043	1,468,200			
2044	1,501,400			
2045	1,531,600			
2046	1,558,800			
2047	1,593,000			
2048	1,623,800			
2049	1,656,200			
2050	1,690,000			
2051	--			
Totals	\$			

Source: Underwriter.

THE SIERRA VISTA SPECIFIC PLAN

The Sierra Vista Specific Plan (“**SVSP**”) is the primary land use, policy and regulatory document used to guide development in the District and vicinity of the project area. The Specific Plan establishes a development framework for land use, affordable housing, resource protection, circulation, utilities and services, implementation and design. The intent is to promote the systematic and orderly development of the plan area. All subsequent development projects and related activities in the SVSP area are required to be consistent with the SVSP. The SVSP implements the goals and policies of the City of Roseville General Plan and augments these goals and policies by providing specific direction to reflect conditions unique to the project and Plan Area. The General Plan serves as the long-term policy guide for the physical, economic and environmental growth of the City. The property within the District was included within the SVSP at adoption, and is a component of the SVSP. The full text of the SVSP is available on the City’s website.

Land Use Concept. The SVSP area is planned primarily as a residential community, with a significant commercial and employment center along Baseline Road, which properties are not part of the District and not subject to the Special Taxes securing the Bonds. The overall mix and intensity of uses is similar to that found in adjacent portions of the City. The SVSP also provides for recreation, open space, employment and educational opportunities available to residents both within and outside the SVSP area.

The primary elements that comprise the form of the SVSP land use plan include: the residential neighborhoods; a range of commercial and employment uses, schools, parks and open space, as more particularly described below.

Residential Neighborhoods - A variety of housing styles similar to that found elsewhere in the City are planned, including affordable housing and designated age restricted neighborhoods. High density residential comprises approximately 30% of planned residential uses.

Commercial and Employment - A range of commercial and employment uses are proposed within the SVSP, including commercial mixed-use, business professional mixed-use, and community commercial uses. Conventional commercial sites are provided as well, typically along arterial roadways. The SVSP’s employment and service uses are intended to complement and further diversify the City’s employment, retail, service, and revenue base.

Neighborhood Parks - Neighborhood parks are proposed throughout the SVSP, some are located adjacent to the elementary schools and middle school sites, maximizing the potential for joint-use opportunities with the outdoor recreation facilities. Park facilities range from approximately one to approximately 10 acres in size. Some of the SVSP’s neighborhood parks would be linked to a system of paseos, providing a comprehensive network of pedestrian and bikeway connections to the SVSP’s parks and open space system. Neighborhood parks typically include a mix of soccer and baseball fields, tot lots, playgrounds, picnic area, and hard surface game courts.

Open Space - Approximately 317 acres of the SVSP are proposed as Open Space, comprising approximately 15 percent of the total project site acreage. Open Space land use and zoning is generally applied to lands that are environmentally sensitive or otherwise significant due to habitat, natural features, or man-made features. Open space corridors

provide for passive recreation opportunities, preservation of significant resources, viewsheds, potential floodwater conveyance and retention, resource mitigation, wildlife movement corridors, and can function to improve the interface between uses. In many locations, the preserve area accommodates a dedicated Class I pedestrian pathway to be shared with a vehicle maintenance road for maintenance activities. In addition, open space areas could accommodate utility lines and provide the conduit for drainage and space for storm water treatment and detention facilities within the SVSP area. Any disturbance or construction within open space preserve areas of the SVSP would comply with the provisions of the Army Corps of Engineers approved Open Space Management Plan and Section 404 permit requirements.

Land Use Plan. The SVSP land use plan includes a blend of residential, service, employment, open space and public uses. The SVSP is planned for a total of 8,679 dwelling units on approximately 2,064 gross acres. Proposed land uses include a total of approximately 317 acres set aside in open space; 106 acres for dedication to parks; 71 acres of public/quasi-public uses; 190 acres of community commercial; 27 acres of business professional; and 41 acres of commercial mixed use.

THE DISTRICT

Location and Description of the District and the Immediate Area

Location. The District is located in the western part of the City and within the Sierra Vista Specific Plan area described above. The surrounding neighborhoods are primarily those from Blue Oaks Boulevard to the north, Woodcreek Oaks Boulevard to the east, Baseline Road to the south and the City limits to the west. Access to the District is via Westbrook Boulevard and Vista Grande Boulevard. Vista Grande Boulevard is an east-west surface street that connects with Fiddymont Road to the east. Westbrook Boulevard is a north-south surface street that provides access to the Westpark master planned community and currently terminates at the northern boundaries of the Sierra Vista Specific Plan area. Upon build out of the Sierra Vista Specific Plan area, Westbrook Boulevard will continue into Baseline Road to the south. Approximately 5 miles northeast of the District is State Highway 65, a north-south route that provides access to Lincoln, Wheatland and Yuba City to the north and Interstate 80 to the south.

District Overview. Property currently in the District and subject to the Special Tax comprises approximately 139 gross acres developing into 841 single-family homes (554 LDR and 287 MDR) in six villages. These homes represent “phase 1” and a portion of “phase 2” of the larger development project being undertaken by the Master Developer, known as The Ranch at Sierra Vista project, which encompasses over 299 acres of developable property approved for 1,543 dwelling units (709 LDR units, 454 MDR units, 171 HDR units and 209 commercial mixed-use units) and approximately 99.29 acres of commercial, office or mixed-use area, which is anticipated to be developed over several phases.

Maps. A map showing the entire project, as well as land currently in the District (phase 1 and a portion of phase 2) are shown on the following pages.

[Reserved for Project Overview map]

[Reserved for CFD Boundary Map (including annexation #1)]

Entitlements and Anticipated Development

The Master Developer and Lennar Homes have provided the following information with respect to entitlements and current and anticipated development of land in the District. No assurance can be given that all information is complete. No assurance can be given that development of land in the District will be completed, or that it will be completed in a timely manner. Since the ownership of the parcels is subject to change, the development plans outlined below may not be continued by the subsequent owners if parcels are sold, although development by any subsequent owner will be subject to the SVSP, the Development Agreement described herein and the policies and requirements of the City. No assurance can be given that the plans or projections detailed below will actually occur.

Overview. Land within the current District boundary is developing into 841 single-family homes (554 LDR and 287 MDR) in 6 villages, consistent with the SVSP land uses configured to reinforce the neighborhood identity and sense of community. See “THE SIERRA VISTA SPECIFIC PLAN” above.

Entitlements. The entitlements permit a development proposal related to a particular parcel to proceed through tentative map subdivision and design-review permitting processes to final mapping provided the development application is in accord with the entitlements and the final map conditions. The Master Developer received full land use approval in 2010, including, but not limited to, approval of Specific Plan Zoning and a Development Agreement, and subsequently received a Section 404 (wetlands) permit, California Water Board Section 401 Certification, and U.S. Fish and Wildlife Service Biological Opinion. The Master Developer also received a grading permit and site improvement plans to complete all planned 841 lots in the District from the City.

There are no units in the current District boundary that are designated as affordable high-density residential units not subject to a Special Tax. The Master Developer may annex additional lots into the District in the future. However, the timing of each annexation and number of lots in each annexation may vary based on market conditions.

Table 1 on the following page shows the entitlements for all of the land owned by the Master Developer or Lennar Homes in the current boundary of the District and remaining in the Future Annexation Area.

Table 1
City of Roseville
The Ranch at Sierra Vista Community Facilities District No. 1 (Public Facilities)
Planned Taxable Residential Units in District and Future Annexation Area

Current District Boundary (Phase 1 and Portion Phase 2)⁽¹⁾⁽²⁾

Dev. Phase	Village	Name	Land Use	Net Acres	Planned Units
Phase 1	KT-2	Lumiere	LDR	23.3	125
	KT-3A	Meribel	LDR	20.6	110
	KT-3B	Andora	LDR	17.5	97
	KT-4	Andora	LDR	14.8	82
	KT-5	St. Moritz	LDR	23.6	140
		Sub-Total		99.8	554
Phase 2 (portion)	KT-21A	Windham	MDR	18.2	135
	KT-21B	Breckenridge	MDR	21.1	152
		Sub-Total		39.3	287
		Total		139.1	841

Remaining Future Annexation Area (Not in District)

Village	Land Use	Acres	Planned Units
KT-61	School	12.1	--
KT-52	Park	7.7	--
KT-30	HDR	7.5	118
KT-51	Park	4.3	--
KT-20	MDR	23.1 net	167
KT-1A & 1B	LDR	31.8 net	155
KT-80B	Open Space	17.3	--
	Total	103.8	440

(1) Lennar Homes is purchasing all 841 planned finished lots in the District pursuant to two purchase and sale agreements between the Master Developer and Lennar Homes. Subject to the conditions therein, the agreements generally provide that Lennar Homes will purchase finished lots at a rate of 10 per quarter per village beginning in July 2020, as well as certain bulk take-downs, as described therein. See “–Purchase and Sale Agreements – Planned Take-Down Schedule” below.

(2) Land comprising 39.3 net acres, developing in 287 MDR units, was annexed into the District from the Future Annexation Area in August 2021.

Source: Master Developer.

Development Agreement

General. The City entered into a Development Agreement, dated March 19, 2010 (the “**Development Agreement**”) with Baseline P&R, LLC, a California limited liability company (“**Baseline P&R**”), which subsequently assigned its rights and obligations thereunder to the Master Developer. All of the property in the District and Future Annexation Area is subject to the requirements of the Development Agreement, as well as the SVSP. The Development Agreement was entered into in accordance with Sections 65864 through 65869.5 of the California Government Code, as implemented through Article V, Chapter 19.84 of the City’s Zoning Ordinance No. 802.

The Development Agreement is the primary implementation tool for the SVSP and is intended to create a binding contract between the City and the Master Developer, and their assigned successors in interest, which set forth the needed infrastructure improvements, park dedication requirements, timing and method for financing improvements and other specific performance obligations of the City and the Master Developer and its successors, including

obligations related to development of the property in the District, with the terms, conditions, rules, regulations, entitlements, vested rights and other provisions relating to the development of the property in the District according to the SVSP entitlements. Included are provisions relating to infrastructure improvements, public dedication requirements, landscaping amenities and other obligations of the parties. The Development Agreement has a 30-year term, runs with the property, and may be modified only by mutual consent of the City and the Master Developer and in a manner consistent with the SVSP. With the Development Agreement in place, subject to compliance with the terms of the Development Agreement, construction of homes within the District may occur upon City approval of subdivision maps, satisfaction of certain design requirements and conditions of such maps and issuance of building permits.

Land use and development entitlements granted under the Development Agreement for property in the District are consistent with the SVSP as described under the caption “THE SIERRA VISTA SPECIFIC PLAN” and summarized above.

Improvements. The Development Agreement sets forth the responsibility of the Master Developer and its successors for a portion of the costs of certain public improvements required for its development within the Sierra Vista Specific Plan; Lennar Homes does not believe any of these improvements will impair its ability to purchase finished lots from the Master Developer on the timelines set forth in the purchase and sale agreements related thereto, or timely obtain building permits.

Funding of the Improvements with the 2021 Bonds and Additional Bond proceeds will satisfy a portion, but not all, of the relevant obligations of the District for infrastructure improvements required by the Development Agreement. See Table 5 herein for a sources and uses table. The improvements not funded from the 2021 Bonds and Additional Bond proceeds or Special Taxes are required to be funded by the Master Developer and subsequent successors in interest. See “THE IMPROVEMENTS” below.

No Affordable Units. There are no affordable unit requirements within the current District boundary.

Purchase and Sale Agreements

As noted above, the Master Developer and Lennar Homes have entered into purchase and sale contracts with respect to all 841 residential lots within the District.

2019 Agreement. The Master Developer and Lennar Homes entered into a Purchase and Sale Agreement, dated May 15, 2019 (the “**2019 Agreement**”), for the purchase by Lennar Homes of 361 planned finished lots, located within planning areas KT-2A, KT-2B, KT-3A and KT-5 as shown in the table below. Per the terms of the 2019 Agreement, Lennar Homes paid an initial deposit of 15% to the Master Developer and is taking down lots, at a rate of 10 per quarter per Village beginning in July 2020 and lasting until all lots have been taken down, except for Village 2B which has a bulk takedown of 55 lots in July 2022. The Master Developer agreed to cause all lots within each village to become finished lots no later than the dates provided below:

Village KT-2A: April 30, 2020
Village KT-2B: April 30, 2022 (November 2021)
Village KT-3A: April 30, 2020
Village KT-5A: July 31, 2020
Village KT-5B: July 31, 2022 (November 2021)

2020 Agreement. The Master Developer and Lennar Homes entered into a Purchase and Sale Agreement, dated January 8, 2020 (the “**2020 Agreement**”), for the purchase of Lennar Homes of the remaining 193 planned finished lots, located within planning areas KT-3A, KT-3B and KT-4 as shown in the table below. Per the terms of the 2020 Agreement, Lennar Homes paid an initial deposit of 15% to the Master Developer and is taking down lots, at a rate of 10 per quarter per Village beginning in July 2020 and lasting until all lots have been taken down except for Village 4, which has a bulk takedown of 44 lots in October 2023. The Master Developer agrees to cause all lots within each village to become finished lots no later than the dates below:

Village KT-3A (portion) and KT-3B: April 30, 2020
Village KT-4: October 31, 2022

2020.1 Agreement. The Master Developer and Lennar Homes entered into a Purchase and Sale Agreement, dated March 2020 (the “**2020.1 Agreement**”), for the purchase of Lennar Homes of the 287 planned finished lots, located within planning areas KT-21A and KT-21B as shown in the table below. Per the terms of the 2020.1 Agreement, Lennar Homes paid an initial deposit of 15% to the Master Developer and is taking down lots, at a rate of 20 per quarter per Village beginning in July 2021 and lasting until all lots have been taken down. The Master Developer agrees to cause all lots within each village to become finished lots no later than the dates below:

Village KT-21A: January 31, 2021
Village KT-21B: July 31, 2022

Take-Down Schedule. The take-down schedule for each of the three agreements follows. Showing completed takedowns as of October 1, 2021 and takedowns remaining to be completed thereafter.

	<u>2019 Agreement⁽¹⁾</u>			<u>2020 Agreement⁽¹⁾</u>		<u>2020.1 Agreement</u>		
	<u>KT-2 Lumiere</u>	<u>KT-3A Meribel</u>	<u>KT-5 St Moritz</u>	<u>KT-3A Andorra</u>	<u>KT-4 Andorra</u>	<u>KT-21 Windham</u>	<u>KT-21 Breckenridge</u>	<u>Total</u>
Completed	50	60	50	50	--	10	10	230
Remaining								
10/31/21	10	10	10	10		--	--	40
11/1/21	--	--	--	--		10	10	20
1/31/22	10	10	10	10		10	10	60
4/30/22		10	10	10		10	10	50
7/31/22	55	7	10	10		10	10	102
10/31/22			10	10		27	16	63
1/31/23			10	9	10	28	10	67
4/30/23			10		10		10	30
7/31/23			10		10		10	30
10/31/23			9		10		10	29
1/31/24					44		10	54
4/30/24							66	66
Subtotal	75	37	89	59	84	95	172	611
Total	125	97	139	109	84	105	182	841

(1) KT-3A is planned for 110 lots, but the 2019 Agreement covered only 97 of these; the remaining lots are covered by the 2020 Agreement. KT-5 is planned for 140 total lots, but the 2019 Agreement covered only 139 of these; the remaining lot is covered by the 2020 Agreement.

Source: Lennar Homes.

Environmental Matters

Flood Hazard Map Information. According to the Federal Emergency Management Agency's flood insurance rate maps (Flood Area Panel Number 060243, with an effective date of November 2, 2018), the developable portions of the property in the District are located within Flood Zone X, described as areas of minimal flooding (outside of the 100 and 500-year floodplains).

Seismic Conditions. The property expected to be developed as part of the project (including land in the District) is not located within a seismic special studies zone, designated by the California State Division of Mines and Geology, in accordance with the Alquist-Priolo Special Study Zone Act of 1972.

Environmental Mitigation. According to the Master Developer, all environmental mitigation requirements have been met for the 841 lots within the current boundary of the District.

Proposed Development

Backbone Infrastructure. As of October 1, 2021, the Master Developer had completed 100% of the basic (sometimes referred to as "backbone") infrastructure required for development of the initial 554 lots in the District (including with respect to Baseline Road, Sierra Village Drive, Westbrook Boulevard and Vista Grande Boulevard, which are the major roads for the development, and offsite sewer/water improvements), and the vast majority of the backbone improvements needed for the 287 lots in the recently annexed portion of phase 2 of the project in the District. For additional details on the costs expended by the Master Developer and its projected development timeline, see Table 5 herein.

The Master Developer (and its successors in interest) are responsible for the cost of construction of the infrastructure improvements and other costs required for the initial District boundary. Upon completion of various components of such infrastructure, the Master Developer is eligible to be reimbursed for the cost thereof from proceeds of the Bonds as provided in an acquisition agreement entered into with the City, provided such proceeds are available. The pace of home construction in the District will be determined by Lennar Homes and its successors in interest, largely by market conditions and demand for homes. See "THE IMPROVEMENTS - Estimated Cost of the Improvements". Additional Bonds for the District are expected to be issued on a parity with the 2020 and 2021 Bonds in multiple series as development progresses and land annexes into the District from the Future Annexation Area.

Utilities. All typical urban utility services for finished lots are available at the lots or will be extended to the lots. These utilities include electric power, natural gas, telephone, cable television, water, refuse, and sanitary sewer and storm water facilities. The City provides electric, water, sewer refuse and storm water facilities, and police and fire services. Pacific Gas & Electric provides natural gas.

Timing of Model Homes and Production Homes. Lennar Homes has completed construction of model homes and production home construction is ongoing. Lennar Homes estimates that the last of the 841 homes planned for the land in the current boundary of the District will be completed and sold by Lennar Homes to individual homeowners by May 2025. Additional details regarding Lennar Homes' planned sales activities are set forth in Table 2 and Table 3 below. ***However, no assurance can be given that such timing will be accomplished, particularly in light of the potential material adverse impact of COVID-19 on home***

production and home sales activities and/or on the willingness of owners of land in the District, including the Master Developer and Lennar Homes, to pay the Special Taxes securing the 2021 Bonds. See “SPECIAL RISK FACTORS – COVID-19 Pandemic.”

Current Ownership and Entitlement Status. The following table shows the current entitlement status and ownership of land within the District.

Table 2
City of Roseville
The Ranch at Sierra Vista Community Facilities District No. 1 (Public Facilities)
Map Status and Development Status for Residential Parcels
As of October 1, 2021

<u>Village</u>	<u>Name</u>	<u>Type of Unit</u>	<u>Planned Units</u>	<u>Lots Acquired by Lennar Homes</u>	<u>Permits Pulled</u>	<u>Homes Completed</u>	<u>Homes Sold</u>	<u>Sales Escrow Closed</u>
KT 2	Lumiere	LDR	125	50	50	35	44	31
KT 3A	Meribel	LDR	110	60	60	51	42	32
KT 3B	Andorra	LDR	97	50	48	33	43	30
KT 4	Andorra	LDR	82	0	0	0	0	0
KT 5	St. Moritz	LDR	140	50	50	46	46	31
KT-21A/21B	Windham	MDR	105	10	12	4	0	0
KT -21A/21B	Breckenridge	MDR	182	10	12	4	2	0
Totals			841	230	232	158	177	124

Source: Master Developer and Lennar Homes.

Planned Home Sale Plans and Sizes by Lennar Homes. The following table sets forth Lennar Homes’ current expectations with respect to floorplans and sizes of homes of the 841 homes planned for the land currently in the District. Sales prices are subject to change and exclude options, upgrades, lot premiums and any incentives or price reductions being offered. As of the date of this Official Statement, Lennar Homes is not offering any extraordinary incentives or price reductions as a result of the COVID-19 pandemic. See “BOND OWNERS RISKS – COVID-19 Pandemic.”

Table 3
City of Roseville
The Ranch at Sierra Vista Community Facilities District No. 1 (Public Facilities)
Planned Home Sale Plans and Sizes – Lennar Homes ⁽¹⁾
As of October 1, 2021

Final Map Village(s)	Neighborhood Name	No. Lots	Lot Size	Sq. Feet Range	Base Price Range	Models Start Date	Models Complete	Production Start	Last Close
KT-2A-2B	Lumiere	125	55x105	2,197-3,569	\$683,990- \$814,990	Jul-20	Nov-20	Jul-20	Jan-23
KT-3A (part)	Meribel	98	60x100	2,362-3,312	\$682,990- \$812,990	Jul-20	Nov-20	Jul-20	Jul-22
KT-5	St. Moritz	140	50x100	2,119-3,033	\$639,990- \$755,990	Jul-20	Nov-20	Jul-20	May-23
KT-3A (part)-3B-4	Andorra	191	55x100	1,772-3,001	\$577,990- \$684,990	Jul-20	Dec-20	Aug-20	Jun-22
KT-21A-21B	Windham	105	45x80	1,774-2,190	\$575,990- \$617,990	Sep-21	Jan-22	Sep-21	Oct-23
KT-21A-21B	Breckenridge	182	50x80	2,307-2,804	\$640,990-\$707,990	Sep-21	Jan-22	Sep-21	May-25

(1) All Models for phase 1 are in Village 3A, which has 15 models and 1 parking lot.
Source: Lennar Homes.

Development Status of Planned Neighborhoods. Lennar Homes has provided the following information regarding the development status of the six villages within the District (841 lots), which are developing into six distinct neighborhoods: “Lumiere,” “Meribel,” “St. Moritz,” “Andorra,” “Windham,” and “Breckenridge.” The Master Developer is responsible for constructing all off-site and in- tract improvements then delivering finished lots to Lennar Homes, which is constructing and selling homes to individual homeowners.

“Lumiere” Neighborhood (Village 2, 125 lots). Village KT-2 is developing into 125 single family homes with a marketing name of “Lumiere.” Lot sizes, square feet ranges and base pricing is set forth in Table 3, with entitlement status and ownership as of October 1, 2021 set forth in Table 2.

“Meribel” Neighborhood (Village 3A, 110 lots). Village KT-3A is developing into 110 single-family homes with a marketing name of “Meribel.” Lot sizes, square feet ranges and base pricing is set forth in Table 3, with entitlement status and ownership as of October 1, 2021 set forth in Table 2.

“Andora” Neighborhood (Village 3B and Village 4, 179 lots). Village KT-3B (97 lots) and Village KT-4 (82 lots) are developing into 179 single family homes with a marketing name of “Andora.” Lot sizes, square feet ranges and base pricing is set forth in Table 3, with entitlement status and ownership as of October 1, 2021 set forth in Table 2.

“St. Moritz” Neighborhood (Village 5, 140 lots). Village KT-5 is developing into 140 single family homes with a marketing name of “St. Moritz.” Lot sizes, square feet ranges and base pricing is set forth in Table 3, with entitlement status and ownership as of October 1, 2021 set forth in Table 2.

“Windham” Neighborhood (Villages 21A/21B (portion), 105 lots). A portion of Village 21A/21B is developing into 105 single family homes with a marketing name of “Windham.” Lot sizes, square feet ranges and base pricing is set forth in Table 3, with entitlement status and ownership as of October 1, 2021 set forth in Table 2.

“Breckenridge” Neighborhood (Villages 21A/21B (portion), 182 lots). A portion of Village 21A/21B is developing into 182 single family homes with a marketing name of “Breckenridge.” Lot sizes, square feet ranges and base pricing is set forth in Table 3, with entitlement status and ownership as of October 1, 2021 set forth in Table 2.

OWNERSHIP OF PROPERTY WITHIN THE DISTRICT

Unpaid Special Taxes do not constitute a personal indebtedness of the owners of the property within the District. There is no assurance that the present property owners or any subsequent owners will have the ability to pay the Special Taxes or that, even if they have the ability, they will choose to pay the Special Taxes. An owner may elect to not pay the Special Taxes when due and cannot be legally compelled to do so. Neither the City nor any Bond Owner will have the ability at any time to seek payment directly from the owners of property within the District of the Special Tax or the principal or interest on the Bonds, or the ability to control who becomes a subsequent owner of any property within the District.

The Master Developer has provided the information set forth in the section entitled, "OWNERSHIP OF PROPERTY WITHIN THE DISTRICT – Information Regarding the Master Developer," and Lennar Homes has provided the information set forth in the section entitled "OWNERSHIP OF PROPERTY WITHIN THE DISTRICT – Information Regarding Lennar Homes." No assurance can be given that all information is complete. In addition, any Internet addresses included below are for reference only, and the information on those Internet sites is not a part of this Official Statement or incorporated by reference into this Official Statement.

No assurance can be given that development of the property will be completed, or that it will be completed in a timely manner, as described herein. The Special Taxes are not personal obligations of the Master Developer, Lennar Homes or of any subsequent landowners; the Bonds are secured only by the Special Taxes and moneys available under the Fiscal Agent Agreement. See "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS" and "SPECIAL RISK FACTORS" herein.

Information Regarding the Master Developer

At the time of formation of the District, the Master Developer was the sole owner of all of the land in the District and at the time of the recent annexations of villages 21A/21B. The Master Developer is not a homebuilder and is under contract with Lennar Homes to sell all 841 planned residential units to Lennar Homes, as described herein. The Master Developer also currently owns all of the land in the Future Annexation Area, and anticipates annexing such land into the District over time (one annexation has already occurred), and then selling such land to Lennar Homes or other merchant builders, again as market conditions warrant. *There can be no assurance that additional land will annex into the District; the Master Developer is under no obligation to annex additional land in the District, and could instead choose to annex such land into a separate improvement area or form a separate community facilities district.*

In August 2018, Lennar Homes, Baseline 80 Investors, LLC a California limited liability company ("**Baseline 80**") and Baseline P&R formed a new limited liability company called Sierra Vista Communities, LLC (the Master Developer herein) primarily for the acquisition and development of land in the District and the Future Annexation Area (the "**Sierra Vista Property**"), being a residential community planned for approximately 1,163 single family residential lots (low-density residential and medium-density residential), an elementary school site of approximately 12 acres, and a multi-family site of approximately 7.5 acres planned for 118 high-density residential units, for a total of 1,281 planned residential units (554 units in the initial District boundary and 727 units in the Future Annexation Area). The Sierra Vista Property owned by the Master Developer does not include the approximately 99 acres that is located outside the Future Annexation Area and planned for commercial, office or mixed-use purposes. Baseline 80 and Baseline P&R are affiliates of AKT Investments, Inc. ("**AKT**").

Management authority is vested in the Executive Committee, which gives direction to Lennar Homes and AKT (the “**Managers**”). The business of the Master Developer is to engage in the acquisition of, investment in, and development of the Sierra Vista Property, as well as the sale of all or a part of the Sierra Vista Property to home builders such as Lennar Homes, commercial users and other members of the development industry, and to engage in any other ancillary or related activities pertaining to the Sierra Vista Property, including (1) constructing the backbone infrastructure necessary for the development of the Sierra Vista Property into a residential community containing approximately 1,163 single family residential lots, an elementary school site of approximately 12 acres, and a multi-family site of approximately 7.5 acres; (2) constructing intract infrastructure to the extent necessary to sell residential lots to homebuilders; and (3) marketing and selling the lots and other parcels created by the Master Developer.

As noted above, the Master Developer and Lennar Homes have entered into purchase and sale contracts with respect to all 841 lots currently within the District. With respect to land in the Future Annexation Area, so long as Lennar Homes is not then in default under the limited liability agreement forming the Master Developer, for a period of 15 days following the date of Lennar Homes’ receipt of notice from the Master Developer regarding the potential sale of lots, Lennar Homes and its affiliates have the right of first offer to buy some or all the lots described in such notice.

Lennar Homes is an indirect wholly owned subsidiary of Lennar Corporation, a Delaware corporation (“**Lennar Corporation**”). AKT is an affiliated company to AKT Developments, Inc., which is indirectly majority owned by Angelo Tsakopoulos. Mr. Tsakopoulos is the founder of AKT Developments, Inc., and has been in the real estate business for decades. AKT and its affiliates have extensive experience developing master planned residential communities in the Sacramento area. These projects include Willow Creek Estates, Lexington Hills and Natoma Station in Folsom, Olympus Pointe and Stoneridge West in Roseville, Laguna Creek, Laguna West and Stonelake in Sacramento County; Northpointe in the City of Sacramento’s North Natomas community, Anatolia in Rancho Cordova, and Carson Creek, Promontory and Blackstone in El Dorado County.

Information Regarding Lennar Homes

Lennar Homes is based in Irvine, California, and has been in the business of developing residential real estate communities in California since 1995. Lennar Homes is wholly-owned by U.S. Home Corporation, a Delaware corporation; U.S. Home is wholly-owned by Lennar Corporation.

Lennar Corporation is a diversified real estate company headquartered in Miami, Florida and publicly traded on the New York Stock Exchange under the symbol LEN. Lennar Corporation started as a Dade County, Florida homebuilder in 1954 and currently reports that it is one of the largest homebuilders in the United States with operations in Arizona, California, Colorado, Florida, Illinois, Maryland, Minnesota, Nevada, New Jersey, North Carolina, Ohio, Pennsylvania, South Carolina, Texas, Virginia, West Virginia, and Wisconsin. 2019 marked the 22nd year Lennar Corporation has operated in the Sacramento area.

Lennar Corporation is subject to the informational requirements of the Securities Exchange Act of 1934, as amended, and in accordance therewith files reports, proxy statements and other information with the SEC. Such filings, particularly the Annual Report on Form 10-K and its most recent Quarterly Report on Form 10-Q, may be inspected and copied at the public reference facilities maintained by the SEC at 450 Fifth Street, N.W., Washington, D.C. 20549 at prescribed

rates. Such files can also be accessed over the Internet at the SEC's website at www.sec.gov. Copies of such material can be obtained from the public reference section of the SEC at 450 Fifth Street, N.W., Washington, D.C. 20549 at prescribed rates. In addition, the aforementioned material may also be inspected at the office of the NYSE at 20 Broad Street, New York, New York 10005. Additionally, Lennar Corporation provides investor relations information on its website.

For further information on Lennar Homes and Lennar Corporation, see its Internet homepage located at www.lennar.com. The website address is given for reference and convenience only, and the information on the website may be incomplete or inaccurate and has not been reviewed by the County or the Underwriter. Nothing on this website is a part of this Official Statement or incorporated into this Official Statement by reference and no representation is made in this Official Statement as to the accuracy or adequacy of the information contained on the internet site.

THE IMPROVEMENTS

Eligible Facilities

The Bonds will provide a funding source for moneys expended to finance the public infrastructure and facilities authorized to be financed by the levy of Special Taxes in the District, which are referred to herein as the Improvements. The list of eligible Improvements is set forth in Exhibit A to the Resolution of Formation, adopted by the City Council, as the legislative body of the District. These Improvements generally consist of backbone roads and other transportation improvements, potable and non-potable water system improvements, drainage system improvements, wastewater system improvements, solid waste improvements, parks and paseos, and open space.

Estimated Cost of the Improvements

General. The total estimated cost of the Improvements for the land currently in the District, being phase 1 of the project (554 LDR units) and a portion of phase 2 of the project (287 MDR units), which includes both backbone infrastructure and certain eligible in-tract expenses, is approximately \$66.6 million, of which approximately \$55.3 million has been spent as of October 1, 2021, as shown in Table 5 on the following page. Phase 2 construction and costs shown below are being completed currently that will benefit the next annexation area as well. Environmental/Fish & Game costs are included in the common costs. The 2020 Bonds generated approximately \$19.2 million of reimbursements to the Master Developer for eligible improvement costs already spent, and the 2021 Bonds are anticipated to generate an additional \$_____ million. Additional infrastructure will be required for areas that annex into the District, and Additional Bonds are expected to be sold in the future.

Table 4
City of Roseville
The Ranch at Sierra Vista Community Facilities District No. 1 (Public Facilities)
Summary of Authorized Backbone Facilities
and Estimated Cost in District Boundary
As of October 1, 2021

Item	Estimated Total Cost ⁽¹⁾
Baseline Road	\$6,270,016
Sierra Village Drive	2,197,981
Westbrook/Vista Grande Blvd.	14,729,775
Offsite Sewer/Water	4,364,241
Environmental/Fish & Game	3,316,898
Subtotal – Phase 1	\$30,878,911
Baseline Road 2	\$6,877,512
Sierra Village Drive	3,437,012
Vista Grande Blvd.	14,729,775
Santucci Blvd.	9,915,874
Offsite Sewer/Water	5,222,524
Environmental/Fish & Game	3,343,540
Subtotal – Phase 2	\$35,719,096

(1) Includes soft cost and contingency.
Source: Master Developer

Funding Sources. In connection with the issuance of the Bonds, the City and the Master Developer have entered into a Funding, Construction and Acquisition Agreement (the “**Acquisition Agreement**”) which provides that the Master Developer will construct (or cause to be constructed or funded) the Improvements and related facilities, and the City, upon completion of construction and acceptance by the City, or through progress payments prior to completion of the entire improvement, will purchase the Improvements or reimburse the Master Developer for expended amounts using a portion of the proceeds of the Bonds pursuant to the terms of the Acquisition Agreement. The Master Developer will be responsible for the portion of the cost of construction of the Improvements not paid with Bond proceeds. There are currently no construction loans or deeds of trust encumbering the property in the initial boundary of the District.

The Special Tax Formula provides that the funding of improvement costs can also be made from collections of the Special Tax available as the “pay-as-you-go” component of Special Taxes. The pay-as-you-go funding component is expected to provide for funding of the cost of a portion of the Improvements in excess of the amount provided from bond proceeds (if such proceeds are not sufficient) through annual Special Tax collections in excess of the amount needed to pay the debt service. The City contemplates utilizing this funding mechanism during the time the Bonds are outstanding. Additionally, after the final maturity date of the Bonds and any additional bonds issued to reimburse developers for costs of the Improvements, the City expects to continue to levy Special Taxes for payment of the “Development Impact Fee Deferral” (as defined in the Special Tax Formula) which levy may secure future bonds issued after payment in full of the Bonds and any additional bonds issued under the Fiscal Agent Agreement. See “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Special Tax Methodology” and “ – Special Tax Fund.

The following tables show estimated sources and uses for the Master Developer related to the development and sale of the 841 lots currently in the District.

Table 5
City of Roseville
The Ranch at Sierra Vista Community Facilities District No. 1 (Public Facilities)
Proposed Financing Plan of Master – Phase 1 and Portion Phase 2 in the District (841 Lots)
As of October 1, 2021

<u>CASH FLOW</u>	<u>Total</u>	<u>% Complete</u> <u>10/1/21</u>	<u>\$ Complete</u> <u>10/1/21</u>	<u>Remainder</u> <u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
INFLOW							
Land Sales - Phase 1	\$67,912,257	40%	\$27,252,469	\$8,508,392	\$19,000,193	\$9,070,803	\$4,080,401
Land Sales - Phase 2	28,445,387	15%	4,155,900	4,909,513	8,611,664	4,883,257	5,885,054
Credits/Reimb/CFD - Phase 1	53,652,785	87%	46,754,465	2,405,242	1,497,693	2,995,385	0
Credits/Reimb/CFD - Phase 2	50,352,071	39%	19,664,276	25,892,516	0	4,795,279	0
Total	\$200,362,501	49%	\$97,827,110	\$41,715,663	\$29,109,549	\$21,744,724	\$9,965,454
OUTFLOW							
Land Purchase	\$37,317,747	100%	\$37,317,747	0	0	0	0
Intracts	41,429,797	100%	41,429,797	0	0	0	0
Infrastructure - Phase 1							
Baseline Rd. 1	6,270,016	100%	6,270,016	0	0	0	0
Sierra Village Dr.	2,197,981	100%	2,197,981	0	0	0	0
Westbrook/Vista Grande Blvd.	14,729,775	100%	14,729,775	0	0	0	0
Offsite Sewer/Water	4,364,241	94%	4,083,043	\$281,198	0	0	0
Infrastructure - Phase 2							
Baseline Rd. 2	6,877,512	78%	5,355,709	1,521,804	0	0	0
Sierra Village Dr.	3,437,012	93%	3,185,114	251,898	0	0	0
Vista Grande Blvd.	6,922,633	100%	6,922,633	0	0	0	0
Santucci Blvd.	9,915,874	88%	8,769,747	1,146,127	0	0	0
Sewer Lift Station	5,222,524	73%	3,826,609	1,395,915	0	0	0
Common Costs	11,965,793	95%	6,102,093	2,325,316	2,830,707	707,677	0
Total	\$150,650,906	93%	\$140,190,264	\$6,922,258	\$2,830,707	\$707,677	0
Net	\$49,711,595		\$(42,363,154)	\$34,793,404	\$26,278,842	\$21,037,047	\$9,965,454
Developer Self Fund Amount			\$42,363,154	0	0	0	0

* Preliminary; subject to change
Source: Master Developer.

VALUE OF PROPERTY WITHIN THE DISTRICT

The Appraisal

General. Integra Realty Resources, Sacramento, California (the “**Appraiser**”) prepared an appraisal report, with a date of value of October 1, 2021 (the “**Appraisal**”). The Appraisal was prepared at the request of the City. The Appraisal is set forth in APPENDIX B hereto. The description herein of the Appraisal is intended for limited purposes only; the Appraisal should be read in its entirety. The conclusions reached in the Appraisal are subject to certain assumptions and qualifications which are set forth in the Appraisal.

Property Appraised. The Appraised Property consist of all of the taxable property currently in the District, which is developing into 841 single-family residential units. As of the date of value (October 1, 2021), the land was owned by (i) the Master Developer, (ii) Lennar Homes and (iii) individual homeowners. The Appraised Property excludes property in the District designated for public and quasi-public purposes. See “THE DISTRICT.”

Value Estimates. The Appraisal provides an estimated value of the Appraised Property. With respect to homes owned by individual homeowners and by Lennar Homes, a value per parcel was assigned based on the smallest floor plan for each applicable product type. With respect to land owned by the Master Developer, the Appraiser provided a market value, in bulk, as of the date of value (based on the hypothetical condition the improvements to be financed by the 2021 Bonds were in place as of the date of valuation). The bulk sale value represents the most probable price, in a sale of parcels within the District, to a single purchaser or sales to multiple buyers, over a reasonable absorption period discounted to present value. The valuation accounts for the impact of the lien of the Special Tax and represents the estimated market value (based on the hypothetical condition and other conditions and limitations of the Appraisal) of all the taxable land in the District.

The aggregate value estimate for the appraised properties as of the October 1, 2021 date of value, using the methodologies described in the Appraisal and subject to the limiting conditions and special assumptions set forth in the Appraisal, and based on the ownership of the property as of that date, is \$206,669,000. The break-down of this estimated value among the various owners of taxable property in the District is set forth in the following table.

Ownership	Value of Parcel	No. of Parcels/Lots	Aggregate Value
<u>Individual Homeowners – Finished Homes without AVs⁽¹⁾</u>			
Lumiere	\$675,000	31	\$20,925,000
Meribel	677,000	32	21,664,000
St. Moritz	645,000	31	19,995,000
Andorra	600,000	30	18,000,000
Total		124	\$80,584,000
<u>Lennar Homes of California, Inc.</u>			
Windham	\$561,000	4	\$2,244,000
Breckenridge	613,000	4	2,452,000
Lumiere	641,000	6	3,846,000
Meribel	643,000	7	4,501,000
St. Moritz	613,000	4	2,452,000
Andorra	570,000	7	3,990,000
Total		32	\$19,485,000
<u>Master Developer</u>			
Market Value, In Bulk ⁽²⁾		685	\$106,600,000
Aggregate Value of Appraised Properties		841	\$206,669,000

(1) Based on the smallest floor plan within subdivision.

(2) Includes 71 finished lots being taken down by Lennar Homes pursuant to a take-down schedule described herein.

Hypothetical Condition. The value estimate is subject to a hypothetical condition, defined as that which is contrary to what exists but is supposed for the purposes of analysis. For purposes of the hypothetical condition, the Appraiser assumed that certain proceeds of the 2021 Bonds are available to reimburse for infrastructure improvements completed.

Assumptions and Limiting Conditions. In considering the estimate of value evidenced by the Appraisal, the Appraisal is based upon a number of standard and special assumptions which affect the estimates as to value, some of which include the following. See “APPENDIX B – THE APPRAISAL.”

- According to the Master Developer, total offsite (infrastructure) development costs associated with the project (Phases 1 and 2) totals \$50,547,224, of which \$45,361,860 has been spent to date, indicating a total outstanding cost of \$5,185,364. Estimated bond constructed funds for the project are \$9,300,000, which are eligible to be used for infrastructure costs and/or impact fees. As such no remaining infrastructure costs are accounted for in the Appraiser’s analysis. If, at some future date, it is determined that cost estimates or input factors yielding the anticipated Master Developer contribution for remaining costs are different than actual, the Appraiser’s values could be affected.

- According to the development cost budget provided to the Appraiser, the Master Developer is obligated to complete significant infrastructure improvements benefitting both the properties within the District, as well as all properties within the Sierra Vista Specific Plan area. Such development includes improvements to Baseline Road, Sierra Village Drive, Westbrook and Vista Grande Boulevards, Santucci Boulevard, offsite sewer and water facilities, as well as a sewer lift station. Completion of these improvements will necessarily generate City credits and/or reimbursements from future developers within the Specific Plan. The intent of the Appraiser was to capture the increment of benefit associated with completion of the area wide improvements by the Master Developer. Should such credits not be immediately received by the Master Developer, the Appraiser’s opinion of value may be adversely impacted.

- The Appraiser was provided costs related to infrastructure and in-tract costs for the entirety of Phase 2, while the Appraised Property represents only a portion of Phase 2 (KT-21A/21B). As such, the Appraiser has estimated the remaining costs related to these lots on a pro-rata basis. Similarly, the Master Developer is entitled to fee credits associated with constructing various backbone infrastructure within the SVSP, in-tract development, and mitigation credits. In the Appraiser's analysis, the Appraiser only accounted for the estimated pro-rata share attributable to the 287 phase 2 lots appraised as part of the Appraised Property. It is an extraordinary assumption of the Appraisal that such allocation of costs and fee credits are reasonable. If, at some future date, it is determined the remaining costs and/or credits are different than the pro-rata estimates utilized, Appraiser's opinion of value may be adversely impacted.

- According to the Master Developer, all in-tract development costs have been satisfied; however, during the Appraiser's inspection, the Appraiser observed some remaining in-tract work that was yet to be complete at the southern end of KT-21B (181 lots). The Appraiser estimated that in-tract work was approximately 95% complete. As such, the Appraiser accounted for remaining in-tract costs of \$420,599, or approximately \$2,324 per lot (\$46,475 x 5%).

- The Appraiser has assumed that there is no hazardous material on or in the property that would cause a loss in value. Should future conditions and events reduce the level of permitted development or delay the completion of any projected development, the value of the undeveloped land would likely be reduced from that estimated by the Appraiser. See "APPENDIX B – THE APPRAISAL" hereto for a description of certain assumptions made by the Appraiser. Accordingly, because the Appraiser arrived at an estimate of current market value based upon certain assumptions which may or may not be fulfilled, no assurance can be given that should the parcels become delinquent due to unpaid Special Taxes, and be foreclosed upon and offered for sale for the amount of the delinquency, that any bid would be received for such property or, if a bid is received, that such bid would be sufficient to pay such delinquent Special Taxes.

Exposure Time. Exposure time is the length of time the subject property would have been exposed for sale in the market had it sold on the effective valuation date at the concluded market value. Exposure time is always presumed to precede the effective date of the Appraisal. Based on the Appraiser's review of recent sales transactions for similar properties and its analysis of supply and demand in the local land market, the Appraiser's opinion was that the probable exposure time for the appraised property at the concluded market value stated previously is 12 months.

Marketing Time. Marketing time is an estimate of the amount of time it might take to sell a property at the concluded market value immediately following the effective date of value. As the Appraiser foresees no significant changes in market conditions in the near term, the Appraiser's opinion was that a reasonable marketing period for the appraised property in bulk is likely to be the same as the exposure time. Accordingly, the Appraiser estimated the marketing period at 12 months.

No assurance can be given that a sale of the property in bulk by the Master Developer or Lennar Homes could be achieved or attained over an extended period of time; real estate is cyclical in nature, and it is impossible to accurately forecast and project specific demand over a particular period. See "SPECIAL RISK FACTORS – Property Values and Property Development."

Limitations of Appraisal Valuation. Property values may not be evenly distributed throughout the District; thus, certain parcels may have a greater value than others. This disparity is significant because in the event of nonpayment of the Special Tax, the only remedy is to foreclose against the delinquent parcel.

No assurance can be given that the foregoing valuation can or will be maintained during the period of time that the 2021 Bonds are outstanding in that the City has no control over the market value of the property within the District or the amount of additional indebtedness that may be issued in the future by other public agencies, the payment of which, through the levy of a tax or an assessment, may be on a parity with the Special Taxes. See “–Overlapping Liens and Priority of Lien” below.

For a description of certain risks that might affect the assumptions made in the Appraisal, see “SPECIAL RISK FACTORS” herein.

Value to Special Tax Burden Ratios

In comparing the value of the real property within the District and the principal amount of the Bonds, it should be noted that only the real property upon which there is a delinquent Special Tax can be foreclosed upon, and the real property within the District cannot be foreclosed upon as a whole to pay delinquent Special Taxes of the owners of such parcels within the District unless all of the property is subject to a delinquent Special Tax. In any event, individual parcels may be foreclosed upon separately to pay delinquent Special Taxes levied against such parcels.

Other public agencies whose boundaries overlap those of the District could, without the consent of the City and in certain cases without the consent of the owners of the land within the District, impose additional taxes or assessment liens on the land within the District. Property owners can also voluntarily add Property Assessed Clean Energy (PACE) assessment liens on their property to finance energy efficiency improvements. The lien created on the land within the District through the levy of such additional taxes or assessments may be on a parity with the lien of the Special Tax. In addition, construction loans may be obtained by Lennar Homes, and home loans may be obtained by ultimate homeowners. The deeds of trust securing such debt on property within the District, however, will be subordinate to the lien of the Special Tax.

Appraised Value to Lien Ratios. The following table sets forth appraised value, maximum special tax, allocable District debt, and value to lien ratios for each of the villages in the District, based on the estimated value of land in the District as of \$206,669,000 (the Appraiser's date of value), and on the projected special tax levy for Fiscal Year 2022-23 given development as of the date of this Official Statement.

Table 6
City of Roseville
The Ranch at Sierra Vista Community Facilities District No. 1 (Public Facilities)
Value to Lien Ratios – Based on Projected Fiscal Year 2022-23 Special Tax Levy Based on Current Development Status

Village Number	Product	Developed Parcels per RMA ⁽¹⁾	Total Planned Units	Appraised Value ⁽²⁾	FY 2022-23 Maximum Annual Special Tax per Unit	Maximum Annual Special Tax per Village	FY 2022-23 Estimated Special Tax Levy ⁽³⁾	FY 2022-23 Percentage Share of Special Tax Levy	Total CFD Bond Lien ⁽⁴⁾	VTL
Phase 2 (portion)										
KT-21A/21B	Windham	105	105	\$17,961,664	\$2,448	\$257,040	\$233,882	14%	\$4,864,842	3.69:1
KT-21A/21B	Breckenridge	182	182	\$30,152,438	\$2,448	\$445,536	\$405,395	25%	\$8,432,393	3.58:1
Phase 1										
KT-2	Lumiere	125	125	\$39,088,080	\$1,987	\$248,418	\$226,037	14%	\$4,701,662	8.31:1
KT-3A	Meribel	110	110	\$35,346,606	\$1,987	\$218,608	\$198,912	12%	\$4,137,462	8.54:1
KT-3B	Andora	97	97	\$29,615,401	\$1,987	\$192,773	\$175,404	11%	\$3,648,490	8.12:1
KT-4	Andora	82	82	\$15,095,182	\$1,987	\$162,962	\$148,280	9%	\$3,084,290	4.89:1
KT-5	St. Moritz	140	140	\$39,409,628	\$1,987	\$278,228	\$253,161	15%	\$5,265,861	7.48:1
Totals		841	841	\$206,669,000		\$1,803,565	\$1,641,071	100%	\$34,135,000	6.05:1

* Preliminary; subject to change.

(1) As per the RMA, Developed Parcels are parcels created by a recorded final map prior to May 1 of each year. Final maps were recorded for Village Numbers KT-21A and KT-21B in April of 2021. Final maps have been recorded for KT-3A, KT-3B, and KT-5. For KT-2, a final map was recorded for all residential lots. A final map for KT-4 was recorded in July 2021.

(2) For the purposes of this analysis, the appraised value is assigned to villages based upon the information contained in the appraisal prepared by Integra RealtyResources, dated October 1, 2021. The values indicated for each individual village were not specifically identified in the appraisal. Rather, they represent the sum of completed and partially completed homes plus an allocated share of the remaining bulk value of all remaining finished lots within the project for which vertical development has yet to occur. That allocated bulk value was allocated proportionately on a per lot basis to all remaining finished lots regardless of lot size or village designation. Values for individually-owned homes and model homes are added to bulk values assigned to villages, as shown in the appraisal.

(3) The special tax levy includes debt service requirements and annual CFD administration costs. The estimated debt service for calendar year 2023 is \$1,605,000. A 2-percent special tax levy is added to debt service requirements for special tax administration for a CFD administration requirement of \$36,071. There are 841 Developed Parcels defined for FY 2022-23 as of this date. Developed Parcels are assigned 91-percent of the Maximum Annual Special Tax for FY 2022-23.

(4) Includes new debt of \$13,260,000 and existing debt of \$20,875,000. The allocation of the CFD bond lien is based upon the special tax levy allocation for each Village Number.

Source: Master Developer, EPS, Underwriter and Appraiser.

No History of Special Tax Collections

The 2020 Bonds and the 2021 Bonds will be paid from capitalized interest for Fiscal Year 2020-21. Fiscal Year 2021-22 will be the first year in which the Special Tax is levied in the District.

Overlapping Liens and Priority of Lien

The principal of and interest on the Bonds are payable from the Special Tax authorized to be collected within the District, and payment of the Special Tax is secured by a lien on certain real property within the District. Such lien is co-equal to and independent of the lien for general taxes and any other liens imposed under the Act, regardless of when they are imposed on the property in the District. The imposition of additional special taxes, assessments and general property taxes will increase the amount of independent and co-equal liens which must be satisfied in foreclosure. The City, the County and certain other public agencies are authorized by the Act to form other community facilities districts and improvement areas and, under other provisions of State law, to form special assessment districts, either or both of which could include all or a portion of the land within the District.

Set forth below is an overlapping debt table showing the existing direct and overlapping bonded debt payable with respect to property within the District. This table has been prepared by California Municipal Statistics Inc. as of the date indicated, and is included for general information purposes only. The City has not reviewed the data for completeness or accuracy and makes no representations in connection therewith. In addition to bonded debt, property in the District is also subject to special taxes levied on behalf of the City's Sierra Vista Community Facilities District No. 2 (Public Services) and Community Facilities District No. 3 (Municipal Services) for municipal services, which districts provide for escalating annual special taxes on residential property (as shown in Table 8 below), and subject to annual escalation of up to 4% each fiscal year.

Table 7
City of Roseville
The Ranch at Sierra Vista Community Facilities District No. 1 (Public Facilities)
Summary of Overlapping Debt
As of August 1, 2021

2020-21 Local Secured Assessed Valuation: \$23,111,887

<u>DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT:</u>	<u>% Applicable</u>	<u>Debt 8/1/21</u>	
Sierra Joint Community College District SFID No. 4 General Obligation Bonds	0.031%	\$	49,581
Center Joint Unified School District General Obligation Bonds	0.896		335,355
City of Roseville The Ranch at Sierra Vista CFD No. 1	100.000		<u>20,875,000</u>
TOTAL DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT			\$21,259,936

(1)

Ratios to 2020-21 Assessed Valuation:

Direct Debt (\$20,875,000)	90.32%
Total Direct and Overlapping Tax and Assess. Debt	91.99%
Combined Total Debt	92.09%

(1) Excludes the 2021 Bonds to be sold.

(2) Excludes tax and revenue anticipation notes, enterprise revenue, mortgage revenue and non-bonded capital lease obligations.

Source: California Municipal Statistics, Inc.

There can be no assurance that the Master Developer, Lennar Homes or subsequent owners will not petition for the formation of other community facilities districts and improvement areas or for a special assessment district or districts and that parity special taxes or special assessments will not be levied by the County or some other public agency to finance additional public facilities; however, no other special districts are currently contemplated by the City, the Master Developer or Lennar Homes.

Private liens, such as deeds of trust securing loans obtained by the Master Developer, Lennar Homes or another merchant builder, may be placed upon property in the District at any time. Under California law, the Special Taxes have priority over all existing and future private liens imposed on property subject to the lien of the Special Taxes.

Estimated Tax Burden on Single-Family Home

Based on sales price information provided by Lennar Homes, the Special Tax Consultant has projected that the estimated overall tax burden for homes planned for land currently within the District is as shown in the following table. The projected overall tax burden for more expensive homes is expected to be smaller and the projected overall tax burden for less expensive homes is expected to be larger, as a percentage of the projected assessed value of the homes, respectively.

Table 8
City of Roseville
The Ranch at Sierra Vista Community Facilities District No. 1 (Public Facilities)
Projected Overall Tax Burden for Single-Family Residential Parcels
Fiscal Year 2020-21

Item	Assumption	LDR Residential		MDR Residential	
		Low Range	High Range	Low Range KT 21A/21B	High Range KT 21A/21B
Estimated Average Home Price⁽¹⁾		\$487,990	\$657,990	\$470,000	\$544,000
Homeowner's Exemption		(\$7,000)	(\$7,000)	(\$7,000)	(\$7,000)
Estimated Assessed Value		\$480,990	\$650,990	\$463,000	\$537,000
Ad Valorem Property Taxes (TRA 005-070)⁽²⁾	<i><u>FY 2020/21</u></i>				
General Ad Valorem	1.0000%	\$4,810	\$6,510	\$4,630	\$5,370
Sierra College SFID #4 2018 Series A	0.0150%	\$72	\$97	\$69	\$80
Center Joint Unified B&I	0.2720%	\$1,308	\$1,771	\$1,259	\$1,461
Center Joint Unified B&I 2008 Series 2020A	0.0564%	\$271	\$367	\$261	\$303
Subtotal Ad Valorem Property Taxes	1.3434%	\$6,461	\$8,745	\$6,220	\$7,214
Direct Charges and Assessments					
City of Roseville CFD No. 1 (Public Facilities)		\$1,987	\$1,987	\$2,497	\$2,497
City of Roseville CFD No. 2 (Public Services) ⁽³⁾		\$503	\$503	\$346	\$346
City of Roseville CFD No. 3 (Municipal Services) ⁽⁴⁾		\$470	\$470	\$470	\$470
Placer Mosquito & Vector Control		\$29	\$29	\$29	\$29
Subtotal Direct Charges and Assessments		\$2,989	\$2,989	\$3,342	\$3,342
Total Ad Valorem Property Taxes and Direct Charges		\$9,451	\$11,734	\$9,562	\$10,556
Overall Tax Burden		1.94%	1.78%	2.03%	1.94%

(1) Provided by Lennar Homes.

(2) Ad Valorem tax rates based on FY 2020-2021.

(3) Based upon Maximum Annual Special Tax for parcels in CFD No. 2.

(4) Based on CFD No. 3 as identified in the project Development Agreement escalated to FY 2021-22.

Source: County of Placer; City of Roseville; EPS.

SPECIAL RISK FACTORS

The purchase of the 2021 Bonds described in this Official Statement involves a degree of risk that may not be appropriate for some investors. The following includes a discussion of some of the risks that should be considered before making an investment decision.

Limited Obligation of the City to Pay Debt Service

The City has no obligation to pay principal of and interest on the 2021 Bonds in the event Special Tax collections are delinquent, other than from amounts, if any, on deposit in the 2021 Reserve Account of the Reserve Fund or funds derived from the tax sale or foreclosure and sale of parcels on which levies of the Special Tax are delinquent, nor is the City obligated to advance funds to pay such debt service on the 2021 Bonds. The 2021 Bonds are not general obligations of the City but are limited obligations of the City and the District payable solely from the proceeds of the Special Tax and certain funds held under the Fiscal Agent Agreement, including amounts deposited in the 2021 Reserve Account of the Reserve Fund and investment income thereon, and the proceeds, if any, from the sale of property in the event of a foreclosure. See "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS." Any tax for the payment of the 2021 Bonds will be limited to the Special Tax to be collected within the jurisdiction of the District.

Concentration of Ownership

Currently, land in the District is primarily owned by the Master Developer and Lennar Homes. Owners of property are not personally obligated to pay the Special Tax attributable to their property. Rather, the Special Tax is an obligation only against the parcel of property, secured by the amount which could be realized in a foreclosure proceeding against the property, and not by any promise of the owner to pay. If the value of the property is not sufficient, taking into account other obligations also constituting a lien against the property, the City, Fiscal Agent and owners of the 2021 Bonds have no recourse against the owner, such as filing a lawsuit to collect money.

Failure of the Master Developer, Lennar Homes or any future owner of significant property subject to the Special Taxes in the District to pay installments of Special Taxes when due could cause the depletion of amounts in the 2021 Reserve Account of the Reserve Fund prior to reimbursement from the resale of foreclosed property or payment of the delinquent Special Tax and, consequently, result in the delinquency rate reaching a level that would cause an insufficiency in collection of the Special Tax to meet the District's obligations on the 2021 Bonds. For a description of the Master Developer and Lennar Homes, see "OWNERSHIP OF PROPERTY WITHIN THE DISTRICT." In that event, there could be a delay or failure in payments on the 2021 Bonds. See "– Bankruptcy and Foreclosure Delays" below and "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Delinquent Payments of Special Tax; Covenant for Superior Court Foreclosure."

Appraised Values

The Appraisal summarized in APPENDIX B estimates the market value of the taxable property within the District. This market value is merely the present opinion of the Appraiser, and is subject to the assumptions and limiting conditions stated in the Appraisal. The City has not sought the present opinion of any other appraiser of the value of the taxed parcels. A different present opinion of value might be rendered by a different appraiser.

The opinion of value relates to sale by a willing seller to a willing buyer as of the date of valuation, each having similar information and neither being forced by other circumstances to sell or to buy. Consequently, the opinion is of limited use in predicting the selling price at a foreclosure sale, because the sale is forced and the buyer may not have the benefit of full information.

In considering the estimates of value evidenced by the appraisal, it should be noted that the appraisal is based upon a number of standard and special assumptions which affect the estimates as to value, in addition to hypothetical conditions, as set forth in the Appraisal (see APPENDIX B hereto). The improvements to be financed by the 2021 Bonds were not in place as of the date of inspection; thus, the value estimate is subject to a hypothetical condition (of such improvements being in place)

In addition, the opinion is a present opinion. It is based upon present facts and circumstances. Differing facts and circumstances may lead to differing opinions of value. The appraised market value is not evidence of future value because future facts and circumstances may differ significantly from the present.

No assurance can be given that any of the appraised property in the District could be sold in a foreclosure for the estimated market value contained in the Appraisal. Such sale is the primary remedy available to Bondowners if that property should become delinquent in the payment of Special Taxes.

Property Values and Property Development

The value of Taxable Parcels within the District is a critical factor in determining the investment quality of the 2021 Bonds. If a property owner defaults in the payment of the Special Tax, the District's only remedy is to foreclose on the delinquent property in an attempt to obtain funds with which to pay the delinquent Special Tax. Land development and land values could be adversely affected by economic and other factors beyond the City's control, such as: a general economic downturn; adverse judgments in future litigation that could affect the scope, timing or viability of development; relocation of employers out of the area; stricter land use regulations; shortages of water, electricity, natural gas or other utilities; destruction of property caused by earthquake, flood or other natural disasters; environmental pollution or contamination.

The Appraisal information included as APPENDIX B sets forth certain assumptions of the Appraiser in estimating the market value of the property within the District as of the date indicated. No assurance can be given that the land values are accurate if these assumptions are incorrect or that the values will not decline in the future if one or more events, such as natural disasters or adverse economic conditions, occur. See "Appraised Values" above.

Neither the Underwriter nor the City has evaluated development risks. Since these are largely business risks of the type that property owners customarily evaluate individually, and inasmuch as changes in land ownership may well mean changes in the evaluation with respect to any particular parcel, the District is issuing the 2021 Bonds without regard to any such evaluation. Thus, the creation of the District and the issuance of the 2021 Bonds in no way implies that the District, the Underwriter, or the City has evaluated these risks or the reasonableness of these risks.

The following is a discussion of specific risk factors that could affect the timing or scope of property development in the District or the value of property in the District.

Land Development. Land values are influenced by the level of development in the area in many respects.

First, undeveloped or partially developed land is generally less valuable than developed land and provides less security to the owners of the 2021 Bonds should it be necessary for the District to foreclose on undeveloped or partially developed property due to the nonpayment of Special Taxes.

Second, failure to complete development on a timely basis could adversely affect the land values of those parcels that have been completed. Lower land values would result in less security for the payment of principal of and interest on the 2021 Bonds and lower proceeds from any foreclosure sale necessitated by delinquencies in the payment of the Special Tax. See "VALUE OF PROPERTY WITHIN THE DISTRICT – Value to Special Tax Burden Ratios." No assurance can be given that the proposed development within the District will be completed, and in assessing the investment quality of the 2021 Bonds, prospective purchasers should evaluate the risks of noncompletion.

Neither the Master Developer nor Lennar Homes provides any assurances to the City that the project will be developed or that sources of financing that will actually be available will be sufficient to complete the currently projected development. Neither the Master Developer nor Lennar Homes has an obligation to the City or to owners of the 2021 Bonds to complete the project.

Risks of Real Estate Investment Generally. Continuing development of land within the District may be adversely affected by changes in general or local economic conditions, fluctuations in the real estate market, increased construction costs, development, financing and marketing capabilities of individual property owners, water or electricity shortages, and other similar factors. Development in the District may also be affected by development in surrounding areas, which may compete with the District. In addition, land development operations are subject to comprehensive federal, state and local regulations, including environmental, land use, zoning and building requirements. There can be no assurance that proposed land development operations within the District will not be adversely affected by future government policies, including, but not limited to, governmental policies to restrict or control development, or future growth control initiatives. There can be no assurance that land development operations within the District will not be adversely affected by these risks.

Natural Disasters. The value of the parcels in the District in the future can be adversely affected by a variety of natural occurrences, particularly those that may affect infrastructure and other public improvements and private improvements on the parcels in the District and the continued habitability and enjoyment of such private improvements. For example, the areas in and surrounding the District, like those in much of California, may be subject to earthquakes or other unpredictable seismic activity, however, the District is not located in a seismic special studies zone.

Other natural disasters could include, without limitation, landslides, floods, droughts, wildfires or tornadoes. One or more natural disasters could occur and could result in damage to improvements of varying seriousness. Although the District is not in a high-risk area for landslides, floods, wildfires or tornadoes, natural disasters such as these are unpredictable and may occur anywhere throughout the State, with devastating consequences. The damage may entail significant repair or replacement costs and that repair or replacement may never occur either because of the cost, or because repair or replacement will not facilitate habitability or other use, or

because other considerations preclude such repair or replacement. Under any of these circumstances there could be significant delinquencies in the payment of Special Taxes, and the value of the parcels may well depreciate.

Drought. California has been subject to droughts from time-to-time in the past. Although the City does not believe any future drought would impact development in the District, no assurances can be given in this regard.

The City employs a portfolio approach to its water supplies which includes the use of surface water, groundwater and recycled water. This portfolio approach is designed to provide a more reliable water supply. Surface water is the City's primary water supply which is delivered from the Folsom Reservoir under contracts with the Bureau of Reclamation and the Placer County Water Agency. The City also uses groundwater to supplement its surface water supplies during emergency and drought conditions. These ground water wells are designated to accommodate Aquifer Storage and Recovery (ASR). The City's ASR program allows for the storage of treated surface water in the groundwater basin through direct injection through the ASR wells. This water can be extracted later from the same wells for use during emergency or drought conditions. This water "banking" allows the City to use groundwater without significant impact to the ground water table when surface water supplies are limited. The City also uses recycled water generated from its wastewater treatment facilities for irrigation purposes in commercial landscaping, public rights-of-way, parks and golf courses. The use of recycled water reduces the demand for treated water for these purposes and leaving more for domestic use. However, no assurance can be given that a future drought affecting homes in the District would not result in decreased values.

The City indicates it has adequate surface water and groundwater supplies to meet the allocation for all phases of planned development for the project in accordance with applicable law and regulations. However, in the event that the City's water supply is severely limited or cut off by virtue of future actions beyond its control resulting from ongoing or future drought conditions, development within the District may be delayed or even stopped. The Development Agreement provides that should the City need to restrict development it must do so City-wide and cannot single out the property in the District in restricting development activity. In turn, the anticipated diversity of land ownership within the District could also be reduced, making the owners of the 2021 Bonds more dependent upon owners of undeveloped land for the timely payment of the Special Taxes levied on undeveloped property. Furthermore, such an increased period of concentrated ownership of undeveloped land increases the potential negative impact of any bankruptcy or other financial difficulties experienced by the Master Developer, Lennar Homes or successor owners. Any reduction or interruption in the water supply would also likely cause a reduction in the land value and thus a reduction in the security in the event of a need to foreclose on land within the District following a delinquency in the payment of Special Taxes.

Legal Requirements. Other events that may affect the value of a parcel include changes in the law or application of the law. Such changes may include, without limitation, local growth control initiatives, local utility connection moratoriums and local application of statewide tax and governmental spending limitation measures. Development in the District may also be adversely affected by the application of laws protecting endangered or threatened species.

Hazardous Substances. Any discovery of a hazardous substance detected on property within the District would affect the marketability and the value of some or all of the property in the District. In that event, the owners and operators of a parcel within the District may be required by law to remedy conditions of the parcel relating to releases or threatened releases of hazardous substances. The federal Comprehensive Environmental Response, Compensation and Liability

Act of 1980, sometimes referred to as “CERCLA” or the “Superfund Act,” is the most well-known and widely applicable of these laws. California laws with regard to hazardous substances are also applicable to property within the District and are as stringent as the federal laws. Under many of these laws, the owner (or operator) is obligated to remedy a hazardous substance condition of property whether or not the owner (or operator) has anything to do with creating or handling the hazardous substance. The effect, therefore, should any of the parcels be contaminated by a hazardous substance is to reduce the marketability and value of the parcel by the costs of remedying the condition, because the purchaser, upon becoming owner, will become obligated to remedy the condition just as is the seller.

The values set forth in the Appraisal do not take into account the possible reduction in marketability and value of any of the parcels within the District by reason of the possible liability of the owner (or operator) for the remedy of a hazardous substance condition on a parcel. Although the City is not aware that the owner (or operator) of any of the property within the District has a current liability for a hazardous substance with respect to any of the parcels, it is possible that such liabilities do currently exist and that the City is not aware of them.

Further, it is possible that liabilities may arise in the future with respect to any of the parcels within the District resulting from the existence, currently, on the parcel of a substance presently classified as hazardous but which has not been released or the release of which is not presently threatened, or may arise in the future resulting from the existence, currently, on the parcel of a substance not presently classified as hazardous but which may in the future be so classified. Further, such liabilities may arise not simply from the existence of a hazardous substance but from the method of handling it. All of these possibilities could significantly affect the value of a parcel within the District that is realizable upon a foreclosure sale.

Endangered and Threatened Species. It is illegal to harm or disturb any plants or animals in their habitat that have been listed as endangered species by the United States Fish & Wildlife Service under the Federal Endangered Species Act or by the California Fish & Game Commission under the California Endangered Species Act without a permit. Although the Master Developer and Lennar Homes believe that no federally listed endangered or threatened species would be affected by the proposed development within the District, other than any that are permitted by the entitlements already received (which allow for the impact of development and specify the mitigation required), the discovery of an endangered plant or animal could delay development of vacant property in the District or reduce the value of undeveloped property.

Levy and Collection of Special Taxes

General. The principal source of payment of principal of and interest on the 2021 Bonds is the proceeds of the annual levy and collection of the Special Tax against property within the District.

Limitation on Maximum Special Tax Rate. The annual levy of the Special Tax is subject to the Maximum Annual Facilities Special Tax rate authorized in the Special Tax Formula. The levy cannot be made at a higher rate even if the failure to do so means that the estimated proceeds of the levy and collection of the Special Tax, together with other available funds, will not be sufficient to pay debt service on the 2021 Bonds.

In addition to the Maximum Annual Facilities Special Tax rate limitation in the Special Tax Formula, Section 53321(d) of the Act provides that the special tax levied against any parcel for which an occupancy permit for private residential use has been issued may not be increased as a

consequence of delinquency or default by the owner of any other parcel within a community facilities district by more than 10% above the amount that would have been levied in such Fiscal Year had there never been any such delinquencies or defaults. In cases of significant delinquency, these factors may result in defaults in the payment of principal of and interest on the 2021 Bonds.

No Relationship Between Property Value and Special Tax Levy. Because the Special Tax Formula is not based on property value, the levy of the Special Tax will rarely, if ever, result in a uniform relationship between the value of particular parcels of Taxable Property and the amount of the levy of the Special Tax against those parcels. Thus, there will rarely, if ever, be a uniform relationship between the value of the parcels of Taxable Property and their proportionate share of debt service on the 2021 Bonds, and certainly not a direct relationship.

Factors that Could Lead to Special Tax Deficiencies. The following are some of the factors that might cause the levy of the Special Tax on any particular parcel of Taxable Property to vary from the Special Tax that might otherwise be expected:

Transfers to Governmental Entities. The number of parcels of Taxable Property could be reduced through the acquisition of Taxable Property by a governmental entity and failure of the government to pay the Special Tax based upon a claim of exemption or, in the case of the federal government or an agency thereof, immunity from taxation, thereby resulting in an increased tax burden on the remaining taxed parcels.

Property Tax Delinquencies. Failure of the owners of Taxable Property to pay property taxes (and, consequently, the Special Tax), or delays in the collection of or inability to collect the Special Tax by tax sale or foreclosure and sale of the delinquent parcels, could result in a deficiency in the collection of Special Tax revenues. See “– Tax Delinquencies” below. There is currently no history of tax levies in the District.

Delays Following Special Tax Delinquencies and Foreclosure Sales. The Fiscal Agent Agreement generally provides that the Special Tax is to be collected in the same manner as ordinary *ad valorem* property taxes are collected and, except as provided in the special covenant for foreclosure described in “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Delinquent Payments of Special Tax; Covenant for Superior Court Foreclosure” and in the Act, is subject to the same penalties and the same procedure, sale and lien priority in case of delinquency as is provided for ordinary *ad valorem* property taxes. Under these procedures, if taxes are unpaid for a period of five years or more, the property is deeded to the State and then is subject to sale by the County.

If sales or foreclosures of property are necessary, there could be a delay in payments to owners of the 2021 Bonds pending such sales or the prosecution of foreclosure proceedings and receipt by the City of the proceeds of sale if the Reserve Fund is depleted. See “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Delinquent Payments of Special Tax; Covenant for Superior Court Foreclosure.”

The ability of the City to collect interest and penalties specified by State law and to foreclose against properties having delinquent Special Tax installments may be limited in certain respects with regard to properties in which the Federal Deposit Insurance Corporation (the “**FDIC**”) has or obtains an interest. The FDIC would obtain such an interest by taking over a financial institution that has made a loan that is secured by property within the District. See “– FDIC/Federal Government Interests in Properties” below.

Other laws generally affecting creditors' rights or relating to judicial foreclosure may affect the ability to enforce payment of Special Taxes or the timing of enforcement of Special Taxes. For example, the Soldiers and Sailors Civil Relief Act of 1940 affords protections such as a stay in enforcement of the foreclosure covenant, a six-month period after termination of military service to redeem property sold to enforce the collection of a tax or assessment and a limitation on the interest rate on the delinquent tax or assessment to persons in military service if the court concludes the ability to pay such taxes or assessments is materially affected by reason of such service.

FDIC/Federal Government Interests in Properties

General. The ability of the District to foreclose the lien of delinquent unpaid Special Tax installments may be limited with regard to properties in which the Federal Deposit Insurance Corporation (the "**FDIC**"), the Drug Enforcement Agency, the Internal Revenue Service, or other federal agency has or obtains an interest.

Federal courts have held that, based on the supremacy clause of the United States Constitution, in the absence of Congressional intent to the contrary, a state or local agency cannot foreclose to collect delinquent taxes or assessments if foreclosure would impair the federal government interest.

The supremacy clause of the United States Constitution reads as follows: "This Constitution, and the Laws of the United States which shall be made in Pursuance thereof; and all Treaties made, or which shall be made, under the Authority of the United States, shall be the supreme Law of the Land; and the Judges in every State shall be bound thereby, any Thing in the Constitution or Laws of any State to the contrary notwithstanding."

This means that, unless Congress has otherwise provided, if a federal governmental entity owns a parcel that is subject to Special Taxes within the District but does not pay taxes and assessments levied on the parcel (including Special Taxes), the applicable state and local governments cannot foreclose on the parcel to collect the delinquent taxes and assessments.

Moreover, unless Congress has otherwise provided, if the federal government has a mortgage interest in the parcel and the District wishes to foreclose on the parcel as a result of delinquent Special Taxes, the property cannot be sold at a foreclosure sale unless it can be sold for an amount sufficient to pay delinquent taxes and assessments on parity with the Special Taxes and preserve the federal government's mortgage interest. In *Rust v. Johnson* (9th Circuit; 1979) 597 F.2d 174, the United States Court of Appeal, Ninth Circuit held that the Federal National Mortgage Association ("**FNMA**") is a federal instrumentality for purposes of this doctrine, and not a private entity, and that, as a result, an exercise of state power over a mortgage interest held by FNMA constitutes an exercise of state power over property of the United States.

Bankruptcy and Foreclosure Delays

The payment of the Special Tax and the ability of the District to foreclose the lien of a delinquent unpaid tax, as discussed in "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Delinquent Payments of Special Tax; Covenant for Superior Court Foreclosure," may be limited by bankruptcy, insolvency or other laws generally affecting creditors' rights or by the laws of the State of California relating to judicial foreclosure. The various legal opinions to be delivered concurrently with the delivery of the 2021 Bonds (including Bond Counsel's approving legal

opinion) will be qualified as to the enforceability of the various legal instruments by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights, by the application of equitable principles and by the exercise of judicial discretion in appropriate cases.

Although bankruptcy proceedings would not cause the Special Taxes to become extinguished, bankruptcy of a property owner could result in a delay in prosecuting superior court foreclosure proceedings and could result in the possibility of delinquent Special Tax installments not being paid in full. Such a delay would increase the likelihood of a delay or default in payment of the principal of and interest on the 2021 Bonds. To the extent that property in the District continues to be owned by a limited number of property owners, the chances are increased that the 2021 Reserve Account of the Reserve Fund established for the 2021 Bonds could be fully depleted during any such delay in obtaining payment of delinquent Special Taxes. As a result, sufficient moneys would not be available in the 2021 Reserve Account of the Reserve Fund for transfer to the Bond Fund to make up shortfalls resulting from delinquent payments of the Special Tax and thereby to pay principal of and interest on the 2021 Bonds on a timely basis.

To the extent that bankruptcy or similar proceedings were to involve a large property owner, the chances would increase the likelihood that the 2021 Reserve Account of the Reserve Fund could be fully depleted during any resulting delay in receiving payment of delinquent Special Taxes. As a result, sufficient monies would not be available in the 2021 Reserve Account of the Reserve Fund for transfer to the Bond Fund to make up any shortfalls resulting from delinquent payments of the Special Tax and thereby to pay principal of and interest on the 2021 Bonds on a timely basis.

On July 30, 1992, the United States Court of Appeals for the Ninth Circuit issued its opinion in a bankruptcy case entitled *In re Glasply Marine Industries*. In that case, the court held that *ad valorem* property taxes levied by Snohomish County in the State of Washington after the date that the property owner filed a petition for bankruptcy were not entitled to priority over a secured creditor with a prior lien on that property. The court upheld the priority of unpaid *ad valorem* taxes imposed before the bankruptcy petition (the "pre-petition taxes"), but unpaid taxes imposed after the filing of the bankruptcy petition ("post-petition taxes") were declared to be unsecured "administrative expenses" of the bankruptcy estate, and were therefore held to be payable from the bankruptcy estate only after payment of all secured creditors. As a result, the secured creditor of the property was able to foreclose on the property and retain all of the proceeds of the sale except for the amount of the pre-petition taxes.

According to the court's ruling, as administrative expenses, post-petition taxes would have to be paid, but only if the debtor had sufficient assets not subject to other perfected security interests to do so. In certain circumstances, payment of such administrative expenses may also be allowed to be deferred. Once the property is transferred out of the bankruptcy estate (through foreclosure or otherwise) it would at that time again become subject to and would secure liens for then current and future *ad valorem* taxes.

Glasply was controlling precedent on bankruptcy courts in the State of California for several years subsequent to the date of the Ninth Circuit's holding. Pursuant to state law, the lien date for general *ad valorem* property taxes levied in the State of California is the January 1 preceding the fiscal year for which the taxes are levied. Under the *Glasply* holding, a bankruptcy petition filing would have prevented the lien for general *ad valorem* property taxes levied in fiscal years subsequent to the filing of a bankruptcy petition from attaching and becoming a lien so long as the property was a part of the estate in bankruptcy. However, the *Glasply* holding was for the most part subsequently rendered inoperative with respect to the imposition of a lien for and the collection of

ad valorem taxes by amendments to the federal Bankruptcy Code (Title 11 U.S.C.) which were part of the Bankruptcy Reform Act of 1994 (the “Bankruptcy Reform Act”) passed by Congress during the later part of 1994. The Bankruptcy Reform Act added a provision to the automatic stay section of the Bankruptcy Code which, pursuant to Section 362(b)(18) thereof, excepts from the Bankruptcy Code’s automatic stay provisions, “the creation of a statutory lien for an *ad valorem* property tax imposed by . . . a political subdivision of a state, if such tax comes due after the filing of the petition” by a debtor in bankruptcy court. The effect of this provision is to continue the secured interest of *ad valorem* taxes on real property (i.e., post-petition taxes) in effect during the period following the filing of a bankruptcy petition, including during the period bankruptcy proceedings are pending.

Without further clarification by the courts or Congress, the original rationale of the *Glasply* holding could, however, still result in the treatment of post-petition special taxes as “administrative expenses,” rather than as tax liens secured by real property, at least during the pendency of bankruptcy proceedings. This treatment might result from the fact that, although the lien of special taxes is of record from the date of the filing of a Notice of Special Tax Lien, the actual special tax is levied annually. As noted above, special taxes have a different lien date than the lien date for general *ad valorem* taxes in the State of California noted above. The lien of a Mello-Roos special tax attaches upon recordation of the notice of the special tax lien, as provided for in Section 53328.3 of the Act, as opposed to the annual January 1 lien date for general *ad valorem* taxes. Thus, in deciding whether the original *Glasply* ruling is applicable to a bankruptcy proceeding involving special taxes rather than general *ad valorem* property taxes, a court might consider the differences in the statutory provisions for creation of the applicable tax lien (general *ad valorem* or special tax) in determining whether there is a basis for post petition special taxes to be entitled to a lien on the property during pending bankruptcy proceedings. If a court were to apply *Glasply* to eliminate the priority of the special tax lien as a secured claim against property with respect to post-petition levies of the Special Taxes made against property owners within the District who file for bankruptcy, collections of the Special Taxes from such property owners could be reduced as the result of being treated as “administrative expenses” of the bankruptcy estate. Also, and most importantly, is the fact that the original holding in *Glasply* and the mitigation of that holding by the Bankruptcy Reform Act of 1994 both appear to be applicable only to general *ad valorem* taxes, and, therefore, the exemption from the automatic stay in Section 362(b)(18) discussed above may not be applicable to special taxes since they were not expressly mentioned or provided for in this section, nor defined to be included within the term “*ad valorem* taxes.”

Parity Taxes and Special Assessments; Private Debt

The City, the County and certain other public agencies are authorized by the Act to form other community facilities districts and improvement areas and, under other provisions of State law, to form special assessment districts, either or both of which could include all or a portion of the land within the District.

Property in the District is currently subject to certain overlapping tax and assessment liens, as shown in the overlapping debt statement. Property in the District is also subject to the special tax of two additional community facilities districts formed to fund services and known as the Sierra Vista Community Facilities District No. 2 (Public Services) and the City’s Community Facilities District No. 3 (Municipal Services). The property is not subject to any other special tax or assessment liens (other than the lien of the Special Tax). See “VALUE OF PROPERTY WITHIN THE DISTRICT – Estimated Tax Burden on Single Family Home.”

In addition, other governmental obligations may be authorized and undertaken or issued in the future, the tax, assessment or charge for which may become an obligation of one or more of the parcels of taxable property and may be secured by a lien on a parity with the lien of the Special Tax securing the 2021 Bonds. The principal of and interest on the 2021 Bonds are payable from the Special Tax authorized to be collected within the District, and payment of the Special Tax is secured by a lien on certain real property within the District. Such lien is co-equal to and independent of the lien for general taxes and any other liens imposed under the Act, regardless of when they are imposed on the property in the District. The imposition of additional special taxes, assessments and general property taxes will increase the amount of independent and co-equal liens which must be satisfied in foreclosure if unpaid. The City, the County and certain other public agencies are authorized by the Act to form other community facilities districts and improvement areas and, under other provisions of State law, to form special assessment districts, either or both of which could include all or a portion of the land within the District. Although the Special Taxes will generally have priority over non-governmental liens on a parcel of taxable property, regardless of whether the non-governmental liens were in existence at the time of the levy of the Special Tax or not, this result may not apply in the case of bankruptcy. See “– Bankruptcy and Foreclosure Delays” above.

There can be no assurance that property owners within the District will not petition for the formation of other community facilities districts and improvement areas or for a special assessment district or districts and that parity special taxes or special assessments will not be levied by the County or some other public agency to finance additional public facilities. In addition to liens for special taxes or assessments to finance public improvements of benefit to land within the District, owners of property may obtain loans from banks or other private sources which loans may be secured by a lien on the parcels in the District. Such loans would increase amounts owed by the owner of such parcel with respect to development of its property in the District. However, the lien of such loans would be subordinate to the lien of the Special Taxes.

Tax Delinquencies

Under provisions of the Act, the Special Taxes will be billed to the properties within the District on the regular property tax bills sent to owners of such properties. Such Special Tax installments are due and payable, and bear the same penalties and interest for nonpayment, as do regular property tax installments. Special Tax installment payments cannot be made separately from property tax payments. Therefore, the unwillingness or inability of a property owner to pay regular property tax bills as evidenced by property tax delinquencies may also indicate an unwillingness or inability to make regular property tax payments and Special Tax payments in the future.

The annual Special Tax will be billed and collected in two installments payable without penalty by December 10 and April 10. In the event such Special Taxes are not timely paid, moneys available to pay debt service on the 2021 Bonds becoming due on the subsequent respective March 1 and September 1 may be insufficient, except to the extent moneys are available in the 2021 Reserve Account of the Reserve Fund.

In the event of non-payment of Special Taxes, funds in the 2021 Reserve Account of the Reserve Fund, if available, may be used to pay principal of and interest on the 2021 Bonds. If funds in the 2021 Reserve Account of the Reserve Fund for the 2021 Bonds are depleted, the funds can be replenished from the proceeds of the levy and collection of the Special Tax that are in excess of the amount required to pay all amounts to be paid to the 2021 Bond holders pursuant to the Fiscal Agent Agreement. However, no replenishment from the proceeds of a Special Tax levy

can occur as long as the proceeds that are collected from the levy of the Special Tax against property within the District at the maximum Special Tax rates, together with other available funds, remains insufficient to pay all such amounts. Thus it is possible that the 2021 Reserve Account of the Reserve Fund will be depleted and not be replenished by the levy of the Special Tax.

See “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Delinquent Payments of Special Tax; Covenant for Superior Court Foreclosure” for a discussion of the provisions which apply, and procedures which the City is obligated to follow, in the event of delinquency in the payment of Special Taxes. See also “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Special Tax Methodology” for a discussion of a limitation imposed by the Act applicable to Special Tax increases on residential property.

No Acceleration Provisions

The 2021 Bonds do not contain a provision allowing for the acceleration of the 2021 Bonds in the event of a payment default or other default under the terms of the 2021 Bonds or the Fiscal Agent Agreement. Under the Fiscal Agent Agreement, a 2021 Bond holder is given the right for the equal benefit and protection of all 2021 Bond holders similarly situated to pursue certain remedies. So long as the 2021 Bonds are in book-entry form, DTC will be the sole 2021 Bond holder and will be entitled to exercise all rights and remedies of 2021 Bond holders.

Ballot Initiatives

From time to time, initiative measures qualify for the State ballot pursuant to the State’s constitutional initiative process, and those measures could be adopted by California voters. The adoption of any such initiative might place limitations on the ability of the State, the City, the County or other local districts to increase revenues or to increase appropriations or on the ability of the landowners to complete the development of the District. See “–Property Values and Property Development – Land Development” above. See also “–Voter Initiatives” below.

Voter Initiatives

Under the California Constitution, the power of initiative is reserved to the voters for the purpose of enacting statutes and constitutional amendments. Since 1978, the voters have exercised this power through the adoption of Proposition 13 and similar measures, including Proposition 218, which was approved in the general election held on November 5, 1996, and Proposition 26, which was approved on November 2, 2010.

Any such initiative may affect the collection of fees, taxes and other types of revenue by local agencies such as the District. Subject to overriding federal constitutional principles, such collection may be materially and adversely affected by voter-approved initiatives, possibly to the extent of creating cash-flow problems in the payment of outstanding obligations such as the 2021 Bonds.

Proposition 218—Voter Approval for Local Government Taxes—Limitation on Fees, Assessments, and Charges—Initiative Constitutional Amendment, added Articles XIIC and XIID to the California Constitution, imposing certain vote requirements and other limitations on the imposition of new or increased taxes, assessments and property-related fees and charges.

On November 2, 2010, California voters approved Proposition 26, entitled the “Supermajority Vote to Pass New Taxes and Fees Act”. Section 1 of Proposition 26 declares that

Proposition 26 is intended to limit the ability of the State Legislature and local government to circumvent existing restrictions on increasing taxes by defining the new or expanded taxes as “fees.” Proposition 26 amended Articles XIII A and XIII C of the State Constitution. The amendments to Article XIII A limit the ability of the State Legislature to impose higher taxes (as defined in Proposition 26) without a two-thirds vote of the Legislature. Article XIII C requires that all new local taxes be submitted to the electorate before they become effective. Taxes for general governmental purposes require a majority vote and taxes for specific purposes (“special taxes”) require a two-thirds vote.

The Special Taxes and the issuance of special tax bonds of the District were each authorized by not less than a two-thirds vote of the landowners within the District who constituted the qualified electors at the time of such voted authorization. The District believes, therefore, that issuance of the 2021 Bonds does not require the conduct of further proceedings under the Mello-Roos Act, Proposition 218 or Proposition 26.

Like their antecedents, Proposition 218 and Proposition 26 are likely to undergo both judicial and legislative scrutiny before the impact on the District can be determined. Certain provisions of Proposition 218 and Proposition 26 may be examined by the courts for their constitutionality under both State and federal constitutional law, the outcome of which cannot be predicted.

Recent Case Law Related to the Mello-Roos Act

On August 1, 2014, the California Court of Appeal, Fourth Appellate District, issued its opinion in *City of San Diego v. Melvin Shapiro, et al.* (D063997). The case involved a Convention Center Facilities District (the “CCFD”) established by the City of San Diego. The CCFD is a financing district established under the City’s charter (the “Charter”) and was intended to function much like a community facilities district established under the Mello-Roos Act. The CCFD was comprised of all of the real property in the entire City. However, the CCFD special tax was to be levied only on properties in the CCFD that were improved with a hotel.

At the election to authorize the CCFD special tax, the CCFD proceedings limited the electorate to owners of hotel properties and lessees of real property owned by a governmental entity on which a hotel was located. Registered voters in the City of San Diego were not permitted to vote. This definition of the qualified electors of the CCFD was based on Section 53326(c) of the Mello-Roos Act, which generally provides that, if a special tax will not be apportioned in any tax year on residential property, the legislative body may provide that the vote shall be by the landowners of the proposed community facilities district whose property would be subject to the special tax.

The *San Diego* Court held that the CCFD special tax election did not comply with the City’s Charter and with applicable provisions of the California Constitution -- specifically Article XIII A, section 4 (“Cities, Counties and special districts, by a two-thirds vote of the qualified electors of such district, may impose special taxes on such district...”) and Article XIII C, section 2(d) (“No local government may impose, extend, or increase any special tax unless and until that tax is submitted to the electorate and approved by a two-thirds vote.”) -- because the electors in the CCFD election should have been the registered voters residing within the CCFD (the boundaries of which were coterminous with the boundaries of the City of San Diego).

As to the District, there were no registered voters within the District at the time of the election to authorize the Special Taxes. Significantly, the *San Diego* Court expressly stated that it

was not addressing the validity of a landowner election to impose special taxes on residential property pursuant to the Mello-Roos Act in situations where there are fewer than 12 registered voters. Therefore, by its terms, the *San Diego* Court's holding does not apply to the special tax election in the District.

Moreover, Sections 53341 and 53359 of the Act establish a limited period of time in which special taxes levied under the Mello-Roos Act may be challenged by a third party:

53341. Any action or proceeding to attack, review, set aside, void, or annul the levy of a special tax or an increase in a special tax pursuant to [the Mello-Roos Act] shall be commenced within 30 days after the special tax is approved by the voters....

53359. An action to determine the validity of bonds issued pursuant to [the Mello-Roos Act] or the validity of any special taxes levied pursuant to [the Mello-Roos Act] ... shall be commenced within 30 days after the voters approve the issuance of the bonds or the special tax ...

Section 53326(b) of the Mello-Roos Act defines the authorized voters for an election in which the special taxes will be levied on residential property: "Except as otherwise provided in subdivision (c), if at least 12 persons, who need not necessarily be the same 12 persons, have been registered to vote within the territory of the proposed community facilities district for each of the 90 days preceding the close of the protest hearing, the vote shall be by the registered voters of the proposed district, with each voter having one vote. Otherwise, the vote shall be by the landowners of the proposed district and each person who is the owner of land at the close of the protest hearing, or the authorized representative thereof, shall have one vote for each acre or portion of an acre of land that he or she owns within the proposed community facilities district not exempt from the special tax...."

Landowner voters approved the Special Taxes and the issuance of bonds for the District in compliance with all applicable requirements of the Mello-Roos Act in 2018. Therefore, pursuant to Sections 53341 and 53359 of the Mello-Roos Act, the statute of limitations period to challenge the validity of the special tax has expired. Because the *San Diego* Court expressly stated that it did not consider the facts presented by the District and because the period for challenging the Special Taxes has passed, the City believes the Special Taxes are valid and cannot be challenged.

Recent Changes in Tax Law

H.R. 1 of the 115th U.S. Congress, known as the "Tax Cuts and Jobs Act," was enacted into law on December 22, 2017 (the "**Tax Act**"). The Tax Act makes significant changes to many aspects of the Code that could have an impact on future property development. The Tax Act reduces the amount of mortgage interest expense and state local income tax and property tax expense that individuals may deduct from their gross income for federal income tax purposes, which could increase the cost of home ownership within the District and could adversely affect the sale of homes by Lennar Homes and other merchant builders. However, neither the City nor JMC Homes can predict the effect that the Tax Act may have on the cost of home ownership or the price of homes in the District, the rate at which homes in the District are sold to individual homeowners, or the ability or willingness of homeowners to pay special taxes or property taxes on Taxable Property within the District. The appraised values do not take into account any of the potential impacts of the Tax Act on home values or home sales in the District.

COVID-19 Pandemic

The spread of the COVID-19 coronavirus pandemic, and responses intended to slow its spread, may result in negative impacts to the homebuilding operations and sales of homes within the District. In addition, no assurance can be given that the property tax payment dates will not be deferred in the future, which may cause a delay in the receipt of Special Tax Revenues by the City for the payment of the 2021 Bonds.

In March, 2020, several counties throughout the State announced shelter-in-place ("Shelter-in-Place") emergency orders. On March 19, 2020, California's Governor announced a similar Shelter-in-Place emergency executive order (N 33-20) effective for the entire State. On May 4, 2020, the Governor announced that the State would soon begin Phase 2 of lifting Shelter-in-Place restrictions, which allowed for many retail stores to re-open and other forms of manufacturing and construction to resume, provided individual counties adhere to certain attestation processes concerning the local spread of COVID-19. Beginning in early May, 2020, Placer County began relaxing its Shelter-in-Place order, consistent with State variances, and allowing certain businesses to reopen. On July 13, 2020, in response to further increases in caseloads throughout the State, the Governor announced statewide closures of certain businesses, such as indoor gyms and fitness centers, hair and nail salons, malls, places of worship, and non-critical offices. In July 2020, Placer County was added to the State's monitoring list due to rising COVID-19 caseloads which triggered additional restrictions on certain activities and businesses. Further actions to alternately loosen and tighten restrictions to slow the spread of COVID-19 are expected as, and to the extent, caseloads continue to fall and rise.

In addition to the Shelter-in-Place orders described above, as a measure to assist certain taxpayers impacted by COVID-19, on May 6, 2020 the Governor of the State issued Executive Order N-61-20, which waives penalties and interest on property tax installments for residential property occupied by the taxpayer and certain other real property which is used for a small business, subject to certain filing requirements and proof of economic hardship due to COVID-19 or any local, state or federal response to COVID-19. The order applies to taxes levied in Fiscal Year 2019-20 and not delinquent prior to March 4, 2020, and waives and forgives penalties and interest through May 6, 2021. Given no Special Taxes were levied on property in the District for Fiscal Year 2019-20, this Executive Order does not directly impact the Special Tax Revenues; however, future executive orders may do so.

Neither the Master Developer nor Lennar Homes has experienced any stoppage in development or construction activities with respect to the land in the District

The COVID-19 outbreak is ongoing, and its duration and severity and economic effects are uncertain in many respects. Uncertain too are the additional actions that may be taken by federal, State and local governmental authorities to contain or mitigate the effects of the outbreak. Negative impacts on the collection of Special Taxes could occur because Special Tax payments are deferred, or some taxpayers may be unable to make their property and special tax payments. Additionally the value of property on the Fiscal Year 2020-21 secured property tax roll, and future secured property tax rolls, could be reduced, which will not be known until the applicable tax roll is released. The negative impacts of COVID-19 and efforts to contain its spread may reduce or negatively affect the pace of development activity in the District, as well as home sales, home prices, property values and/or the ability or willingness of property owners to pay Special Taxes levied upon their property, all of which could impact the City's ability to pay debt service on the 2021 Bonds.

Cyber Security

The City, like many other public and private entities, relies on computer and other digital networks and systems to conduct its operations. As a recipient and provider of personal, private or other sensitive electronic information, the City is potentially subject to multiple cyber threats, including without limitation hacking, viruses, ransomware, malware and other attacks. No assurance can be given that the City's efforts to manage cyber threats and attacks will be successful in all cases, or that any such attack will not materially impact the operations or finances of the City or the District, or the administration of the 2021 Bonds. The City is also reliant on other entities and service providers in connection with the administration of the 2021 Bonds, including without limitation the County tax collector for the levy and collection of Special Taxes, the Fiscal Agent, and the dissemination agent. No assurance can be given that the City, the District and these other entities will not be affected by cyber threats and attacks in a manner that may affect the Bond owners.

Potential Early Redemption of Bonds from Prepayments

Property owners within the District, including the Master Developer, the merchant builders and individual homeowners, are permitted to prepay their Special Tax obligation at any time. Such prepayments could also be made from the proceeds of bonds issued by or on behalf of an overlapping special assessment district or community facilities district. Such prepayments will result in a redemption of the Bonds on the interest payment date for which timely notice may be given under the Fiscal Agent Agreement following the receipt of the prepayment. The resulting redemption of Bonds that were purchased at a price greater than par could reduce the otherwise expected yield on such Bonds.

CONSTITUTIONAL LIMITATIONS ON TAXATION AND APPROPRIATIONS

Article XIII A of the California Constitution, commonly known as "**Proposition 13**," provides that each county will levy the maximum *ad valorem* property tax permitted by Proposition 13 and will distribute the proceeds to local agencies in accordance with an allocation formula based in part on pre-Proposition 13 *ad valorem* property tax rates levied by local agencies.

Article XIII A limits the maximum *ad valorem* tax on real property to 1% of "full cash value," which is defined as the County Assessor's valuation of real property as shown on the 1975-76 tax bill under full cash value, or, thereafter, the appraised value of real property when purchased, newly constructed, or a change in ownership has occurred after the 1975 assessment. The full cash value may be adjusted annually to reflect increases of no more than 2% per year or decreases in the consumer price index or comparable local data, or declining property value caused by damage, destruction or other factors.

Article XIII A exempts from the 1% tax limitation any taxes to repay indebtedness approved by the voters prior to July 1, 1978, and requires a vote of two-thirds of the qualified electorate to impose Special Taxes or any additional *ad valorem*, sales, or transaction taxes on real property. In addition, Article XIII A requires the approval of two-thirds of all members of the State Legislature to change any State laws resulting in increased tax revenues. On June 3, 1986, California voters approved an amendment to Article XIII A of the California Constitution to allow local governments and school districts to raise their property tax rates above the constitutionally mandated 1% ceiling for the purpose of paying off certain new general obligation debt issued for the acquisition or improvement of real property and approved by two-thirds of the votes cast by the qualified

electorate. If any such voter-approved debt is issued, it may be on a parity with the lien of the Special Tax on the parcels within the District.

State and local government agencies in the State, and the State itself are subject to annual appropriation limits, imposed by Article XIIIB of the State Constitution. Article XIIIB prohibits government agencies and the State from spending “appropriations subject to limitation” in excess of the appropriations limits imposed. “Appropriations subject to limitation” are authorizations to spend “proceeds of taxes,” which consist of tax revenues, certain state subventions and certain other funds, including proceeds from regulatory licenses, user charges or other fees to the extent that such proceeds exceed the cost reasonably borne by such entity in providing the regulation, product or service. No limit is imposed on appropriations of funds which are not “proceeds of taxes” such as debt service on indebtedness existing or authorized before January 1, 1979, or subsequently authorized by the voters, appropriations required to comply with mandates of courts or the federal government, reasonable user charges or fees and certain other non-tax funds.

CONTINUING DISCLOSURE

The City

The City has covenanted for the benefit of owners of the 2021 Bonds to provide certain financial information and operating data relating to the District by not later than nine months after the end of the City’s fiscal year (presently June 30) in each year (the “**City Annual Report**”) commencing with its report for the 2020-21 fiscal year (due April 1, 2022) and to provide notices of the occurrence of certain enumerated events.

The City Annual Report and notices of listed events will be filed with the Municipal Securities Rulemaking Board. The covenants of the City have been made in order to assist the Underwriter in complying with Securities Exchange Commission Rule 15c2-12(b)(5) (the “**Rule**”). The specific nature of the information to be contained in the Annual Report and the notices of listed events by the City is summarized in “APPENDIX E — FORM OF CONTINUING DISCLOSURE UNDERTAKINGS.”

The City believes it currently is in material compliance with all of its continuing disclosure undertakings for the last five years. Notwithstanding the foregoing, in the last five years, the City has not in a timely manner filed all significant event notices of changes in the ratings of certain then-outstanding obligations resulting from changes in ratings to the bond insurers who insured such obligations or the underlying rates for such obligations, including up to 365 days late. However, the City has submitted all undisclosed significant event notices of changes in ratings occurring during the last five years on all currently outstanding obligations.

The Master Developer and Lennar Homes

Neither the Master Developer nor Lennar Homes is an obligated party under the Rule, but the Master Developer has voluntarily agreed to provide, for the benefit of the owners of the Bonds, semiannual continuing disclosure and notice of certain enumerated events with respect to itself, Lennar Homes, and their respective property within the District. The Master Developer will enter into a Continuing Disclosure Certificate (Developer) and provide such information until the earlier of (i) the date that the property owned by the Master Developer and Lennar Homes combined is responsible for less than 20% of the special tax levy in the District or (ii) the date that the Master

Developer and Lennar Homes own a combined 110 or fewer residential lots in the District (or property that may be subdivided into less than 110 or fewer residential lots in the District).

The specific nature of the information to be contained in its semiannual reports and the notices of listed events by the Master Developer is summarized in “APPENDIX E — FORM OF CONTINUING DISCLOSURE UNDERTAKINGS.”

The Master Developer has not failed in any material respect to comply with any previous undertaking to provide periodic continuing disclosure reports or notices of material events with respect to community facilities districts or assessment districts in California within the past five years. [CONFIRM]

Lennar Homes represents that, other than as set forth in this paragraph, in the last five years, it has not failed to comply in any material respects with its previous continuing disclosure undertakings, specifically regarding its requirement to provide developer periodic reports or to provide notice of occurrence of enumerated events. In connection with a continuing disclosure obligation entered into with respect to the \$12,850,000 County of El Dorado Community Facilities District No. 2014-1 (Carson Creek) Special Tax Bonds Series 2016, Lennar Homes was late in filing the periodic reports due on April 1, 2017 and October 1, 2017. The oversight was discovered in late January, 2018, and Lennar Homes promptly filed a curative report on February 1, 2018. [CONFIRM/UPDATE]

UNDERWRITING

The 2021 Bonds were purchased through negotiation by Stifel, Nicolaus & Company, Incorporated, as underwriter (the “**Underwriter**”). The Underwriter agreed to purchase the 2021 Bonds at a price of \$_____ (which is equal to the par amount of the 2021 Bonds, plus/less an original issue premium/discount of \$_____ and less the Underwriter's discount of \$_____). The initial public offering prices set forth on the cover page hereof may be changed by the Underwriter. The Underwriter may offer and sell the 2021 Bonds to certain dealers and others at a price lower than the public offering prices set forth on the cover page hereof.

MUNICIPAL ADVISOR

The City has retained Hilltop Securities Inc., Encino, California, as registered municipal advisor (the “**Municipal Advisor**”) in connection with the issuance of the 2021 Bonds. The Municipal Advisor is not obligated to undertake, and has not undertaken to make, an independent verification or assume responsibility for the accuracy, completeness, or fairness of the information contained in this Official Statement. The fees of the Municipal Advisor are contingent upon the sale and delivery of the 2021 Bonds.

LEGAL OPINION

The validity of the 2021 Bonds and certain other legal matters are subject to the approving opinion of Jones Hall, a Professional Law Corporation, Bond Counsel. A complete copy of the proposed form of Bond Counsel opinion is contained in APPENDIX D to this Official Statement, and the final opinion will be made available to registered owners of the 2021 Bonds at the time of delivery. The fees of Bond Counsel are contingent upon the sale and delivery of the 2021 Bonds.

TAX MATTERS

Federal Tax Status. In the opinion of Jones Hall, A Professional Law Corporation, San Francisco, California, Bond Counsel, subject, however to the qualifications set forth below, under existing law, the interest on the 2021 Bonds is excluded from gross income for federal income tax purposes and such interest is not an item of tax preference for purposes of the federal alternative minimum tax.

The opinions set forth in the preceding paragraph are subject to the condition that the District comply with all requirements of the Internal Revenue Code of 1986, as amended (the “**Tax Code**”) relating to the exclusion from gross income for federal income tax purposes of interest on obligations such as the 2021 Bonds. The District has made certain representations and covenants in order to comply with each such requirement. Inaccuracy of those representations, or failure to comply with certain of those covenants, may cause the inclusion of such interest in gross income for federal income tax purposes, which may be retroactive to the date of issuance of the 2021 Bonds.

Tax Treatment of Original Issue Discount and Premium. If the initial offering price to the public at which a 2021 Bond is sold is less than the amount payable at maturity thereof, then such difference constitutes “original issue discount” for purposes of federal income taxes and State of California personal income taxes. If the initial offering price to the public at which a 2021 Bond is sold is greater than the amount payable at maturity thereof, then such difference constitutes “original issue premium” for purposes of federal income taxes and State of California personal income taxes. *De minimis* original issue discount and original issue premium are disregarded.

Under the Tax Code, original issue discount is treated as interest excluded from federal gross income and exempt from State of California personal income taxes to the extent properly allocable to each owner thereof subject to the limitations described in the first paragraph of this section. The original issue discount accrues over the term to maturity of the 2021 Bond on the basis of a constant interest rate compounded on each interest or principal payment date (with straight-line interpolations between compounding dates). The amount of original issue discount accruing during each period is added to the adjusted basis of such 2021 Bonds to determine taxable gain upon disposition (including sale, redemption, or payment on maturity) of such 2021 Bond. The Tax Code contains certain provisions relating to the accrual of original issue discount in the case of purchasers of the 2021 Bonds who purchase the 2021 Bonds after the initial offering of a substantial amount of such maturity. Owners of such 2021 Bonds should consult their own tax advisors with respect to the tax consequences of ownership of 2021 Bonds with original issue discount, including the treatment of purchasers who do not purchase in the original offering, the allowance of a deduction for any loss on a sale or other disposition, and the treatment of accrued original issue discount on such 2021 Bonds under federal individual alternative minimum taxes.

Under the Tax Code, original issue premium is amortized on an annual basis over the term of the 2021 Bond (said term being the shorter of the 2021 Bond's maturity date or its call date). The amount of original issue premium amortized each year reduces the adjusted basis of the owner of the 2021 Bond for purposes of determining taxable gain or loss upon disposition. The amount of original issue premium on a 2021 Bond is amortized each year over the term to maturity of the 2021 Bond on the basis of a constant interest rate compounded on each interest or principal payment date (with straight-line interpolations between compounding dates). Amortized 2021 Bond premium is not deductible for federal income tax purposes. Owners of premium 2021 Bonds, including purchasers who do not purchase in the original offering, should consult their own tax advisors with respect to State of California personal income tax and federal income tax consequences of owning such 2021 Bonds.

California Tax Status. In the further opinion of Bond Counsel, interest on the 2021 Bonds is exempt from California personal income taxes.

Other Tax Considerations. Current and future legislative proposals, if enacted into law, clarification of the Tax Code or court decisions may cause interest on the 2021 Bonds to be subject, directly or indirectly, to federal income taxation or to be subject to or exempted from state income taxation, or otherwise prevent beneficial owners from realizing the full current benefit of the tax status of such interest. The introduction or enactment of any such legislative proposals, clarification of the Tax Code or court decisions may also affect the market price for, or marketability of, the 2021 Bonds. It cannot be predicted whether or in what form any such proposal might be enacted or whether, if enacted, such legislation would apply to bonds issued prior to enactment.

The opinions expressed by Bond Counsel are based upon existing legislation and regulations as interpreted by relevant judicial and regulatory authorities as of the date of such opinion, and Bond Counsel has expressed no opinion with respect to any proposed legislation or as to the tax treatment of interest on the 2021 Bonds, or as to the consequences of owning or receiving interest on the 2021 Bonds, as of any future date. Prospective purchasers of the 2021 Bonds should consult their own tax advisors regarding any pending or proposed federal or state tax legislation, regulations or litigation, as to which Bond Counsel expresses no opinion.

Owners of the 2021 Bonds should also be aware that the ownership or disposition of, or the accrual or receipt of interest on, the 2021 Bonds may have federal or state tax consequences other than as described above. Other than as expressly described above, Bond Counsel expresses no opinion regarding other federal or state tax consequences arising with respect to the 2021 Bonds, the ownership, sale or disposition of the 2021 Bonds, or the amount, accrual or receipt of interest on the 2021 Bonds.

NO RATINGS

The City has not applied to a rating agency for the assignment of a rating to the 2021 Bonds and does not contemplate applying for a rating.

NO LITIGATION

At the time of delivery of and payment for the 2021 Bonds, the City Attorney will deliver his opinion that to the best of its knowledge there is no action, suit, proceeding, inquiry or investigation at law or in equity before or by any court or regulatory agency pending against the City affecting its existence or the titles of its officers to office or seeking to restrain or to enjoin the issuance, sale or delivery of the 2021 Bonds, the application of the proceeds thereof in accordance with the Fiscal Agent Agreement, or the collection or application of the Special Tax to pay the principal of and interest on the 2021 Bonds, or in any way contesting or affecting the validity or enforceability of the 2021 Bonds, the Fiscal Agent Agreement or any action of the City contemplated by any of said documents, or in any way contesting the completeness or accuracy of this Official Statement or any amendment or supplement thereto, or contesting the powers of the City or its authority with respect to the 2021 Bonds or any action of the City contemplated by any of said documents.

EXECUTION

The execution and delivery of this Official Statement by the City has been duly authorized by the City Council on behalf of the District.

CITY OF ROSEVILLE

By: _____
Assistant City Manager/
Chief Financial Officer

APPENDIX A

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

APPENDIX B
THE APPRAISAL

APPENDIX C

THE CITY OF ROSEVILLE AND PLACER COUNTY

*The District is located in the City of Roseville (the “**City**”), which is located in southwestern Placer County (the “**County**”), California (the “**State**”). Certain financial and economic data for the City, County and State are presented in this appendix for information purposes only. The 2020 Bonds are not a debt or obligation of the City, County or State, but are a limited obligation of the City, secured solely by the Special Tax Revenues and other amounts pledged under the Fiscal Agent Agreement, all as described in more detail in this Official Statement.*

General

The City is located in the County, which is located in the Sacramento Valley near the foothills of the Sierra Nevada mountain range, about 16 miles northeast of Sacramento and 110 miles northeast of San Francisco. The City presently occupies 43 square miles in the southwestern part of the County and is the largest city in the County as well as the residential and business center of the County. It is bordered by Sacramento County to the south, the City of Rocklin to the north and un-incorporated Placer County to the east and west. The estimated population of the City as of January 1, 2021 was approximately 146,875.

The City has warm summers typical of central California, with an average July temperature of 77 degrees. Winter temperatures are moderate; the average January temperature is 46 degrees. The temperature drops below freezing an average of eight days per year. Rainfall averages 20 inches annually and falls mostly during the winter.

The City is predominately comprised of residential housing, small and large businesses, as well as numerous retail centers, the latter of which play a vital role in the economy of the City and contribute significantly to City and County sales tax receipts. The City has the thirteenth highest retail sales of all cities in the State, and the City is considered a regional shopping destination. The Westfield Galleria at Roseville is the main shopping center in the City and the second largest shopping mall in Northern California. Across from the Westfield Galleria lies the “Fountains at Roseville,” a 330,000 square foot retail center, containing additional stores and several recreation centers. Plans call for future construction of hotel, additional retail, and office buildings in connection with the Fountains at Roseville project. In addition to the Westfield Galleria and Fountains at Roseville, the City has many shopping plazas surrounding the Westfield Galleria and the Douglas Boulevard financial corridor. The City is also home to one of the largest auto malls in the United States and a popular water park, Roseville Golf and SunSplash.

Municipal Government

The City was incorporated on April 10, 1909 and is a charter city. The City operates under the council-manager form of government, with a five-member City Council. The City Council is transitioning from at-large elections to by-district elections, which transition will be completed in connection with the November 2022 election.

City services include, among others, police and fire protection, library services, street maintenance, and parks and recreation. The City also owns two golf courses and provides its own electricity, water, sewer and refuse services to its citizens.

Population

The following table sets forth population estimates for the City, County and State for the past five years.

POPULATION ESTIMATES
City, County and State
Calendar Years 2017 through 2021 as of January 1

<u>Year</u>	<u>City of Roseville</u>	<u>Placer County</u>	<u>State of California</u>
2017	135,300	383,258	39,352,398
2018	137,824	388,872	39,519,535
2019	141,097	395,345	39,605,361
2020	143,493	399,015	39,648,938
2021	146,875	404,994	39,466,855

Source: California State Department of Finance.

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Effective Buying Income

Effective buying income (“**EBI**”) is designated as personal income less personal tax and non-tax payments. Personal income is the aggregate of wages and salaries, other labor income (such as employer contributions to private pension funds), proprietor’s income, rental income (which includes imputed rental income of owner-occupants of non-farm dwellings), dividends paid by corporations, personal interest income from all sources, and transfer payments (such as pensions and welfare assistance). Deducted from this total are personal taxes (federal, state and local), non-tax payments (such as fines, fees, penalties), and personal contributions for social insurance. Effective buying income is a bulk measure of market potential. It indicates the general ability to buy and is essential in comparing, selecting and grouping markets on that basis. The following table demonstrates the growth in annual estimated EBI for the City, the County, the State and the United States.

EFFECTIVE BUYING INCOME (EBI) **City, County, State and United States** **As of January 1, 2018 through 2022**

Year	Area	Total Effective Buying Income (000's Omitted)	Median Household Effective Buying Income
2018	City of Roseville	\$4,470,218	\$70,438
	Placer County	12,967,927	69,226
	California	1,113,648,181	59,646
	United States	8,640,770,229	50,735
2019	City of Roseville	\$4,981,208	\$75,784
	Placer County	14,736,480	74,797
	California	1,183,264,399	62,637
	United States	9,017,967,563	52,841
2020	City of Roseville	\$4,834,974	\$72,395
	Placer County	14,333,583	72,431
	California	1,243,564,816	65,870
	United States	9,487,165,436	55,303
2021	City of Roseville	\$4,126,395	\$66,668
	Placer County	12,122,101	65,269
	California	1,036,142,723	55,681
	United States	8,132,748,136	48,043
2022	City of Roseville	\$6,165,433	\$87,539
	Placer County	18,491,490	88,051
	California	1,452,426,153	77,058
	United States	11,208,582,541	64,448

Source: Source: The Nielsen Company (US), Inc for year 2018; Claritas, LLC for 2019 through 2022.

Employment and Industry

The unemployment rate in the Sacramento--Roseville--Arden-Arcade MSA was 5.5 percent in September 2021, down from a revised 6.4 percent in August 2021, and below the year-ago estimate of 9.1 percent. This compares with an unadjusted unemployment rate of 6.4 percent for California and 4.6 percent for the nation during the same period. The unemployment rate was 4.9 percent in El Dorado County, 4.3 percent in Placer County, 6.1 percent in Sacramento County, and 4.7 percent in Yolo County.

The following table summarizes the civilian labor force, employment and unemployment, as well as employment by industry, in the Sacramento--Arden-Arcade--Roseville MSA for the years 2016 through 2020. Annual figures are not yet available for 2021.

CIVILIAN LABOR FORCE, EMPLOYMENT AND UNEMPLOYMENT
Sacramento Arden Arcade Roseville Metropolitan Statistical Area
(El Dorado, Placer, Sacramento, and Yolo Counties)
Civilian Labor Force, Employment and Unemployment
Annual Averages
(March 2020 Benchmark)

	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
<u>Civilian Labor Force</u> ⁽¹⁾	1,068,300	1,075,300	1,089,600	1,101,000	1,087,900
Employment	1,012,000	1,026,400	1,048,200	1,061,400	993,300
Unemployment	56,400	48,900	41,400	39,600	94,500
Unemployment Rate	5.3%	4.5%	3.8%	3.6%	8.7%
<u>Wage and Salary Employment</u> ⁽²⁾					
Agriculture	9,700	9,800	9,100	8,800	8,300
Mining and Logging	400	400	500	500	600
Construction	55,000	58,700	64,500	68,400	70,100
Manufacturing	36,200	35,700	36,000	36,500	35,900
Wholesale Trade	25,500	26,500	28,400	28,700	26,700
Retail Trade	100,500	101,400	102,000	100,600	95,100
Transportation, Warehousing and Utilities	26,000	26,700	29,600	32,300	34,600
Information	13,800	12,600	12,400	11,900	10,100
Finance and Insurance	37,300	37,200	36,600	35,200	35,100
Real Estate and Rental and Leasing	14,500	15,200	16,800	17,400	16,800
Professional and Business Services	127,800	130,000	133,500	134,900	132,500
Educational and Health Services	146,500	153,600	159,800	166,400	163,000
Leisure and Hospitality	99,800	103,300	106,200	109,200	83,700
Other Services	31,700	33,000	34,200	35,100	30,600
Federal Government	14,000	14,200	14,100	14,200	14,800
State Government	116,600	118,400	120,400	122,500	121,400
Local Government	104,000	102,600	103,500	104,800	99,400
Total, All Industries ⁽³⁾	1,068,300	1,075,300	1,089,600	1,101,000	978,400

(1) Labor force data is by place of residence; includes self-employed individuals, unpaid family workers, household domestic workers, and workers on strike.

(2) Industry employment is by place of work; excludes self-employed individuals, unpaid family workers, household domestic workers, and workers on strike.

(3) Totals may not add due to rounding.

Source: State of California Employment Development Department.

Major Employers

The following table lists the major employers within the County, in alphabetical order.

MAJOR EMPLOYERS Placer County (In Alphabetical Order) October 2021

Employer Name	Location	Industry
Aerojet Rocketdyne Inc	Rancho Cordova	Aerospace Industries (mfrs)
Agreeya Solutions	Folsom	Information Technology Services
AMPAC FINE CHEMICALS LLC	Rancho Cordova	Electronic Equipment & Supplies-Mfrs
Apple Distribution Ctr	Elk Grove	Distribution Centers (whls)
California Department-Crrctns	Sacramento	Insurance Agents Brokers & Service
California State Univ Scrmnt	Sacramento	Schools-Universities & Colleges Academic
Corrections Department	Sacramento	State Govt-Correctional Institutions
Dept of Transportation In Ca	Sacramento	Government Offices-State
Disabled American Veterans	Sacramento	Veterans' & Military Organizations
Employment Development Dept	Sacramento	Outplacement Consultants
Environmental Protection Agcy	Sacramento	State Govt-Air/Water/Solid Waste Management
Intel Corp	Folsom	Semiconductor Devices (mfrs)
Kaiser Permanente South	Sacramento	Hospitals
L A Care Health Plan	Sacramento	Health Plans
Mercy General Hospital	Sacramento	Hospitals
Mercy San Juan Medical Ctr	Carmichael	Hospitals
Sacramento Bee	Sacramento	Newspapers (publishers/Mfrs)
Sacramento Municipal Utility	Sacramento	Electric Contractors
Securitas Security Svc USA	Sacramento	Security Guard & Patrol Service
Smud	Sacramento	Electric Companies
State Compensation Ins Fund	Sacramento	Insurance
Summit Funding Inc	Sacramento	Real Estate Loans
Sutter Medical Ctr-Sacramento	Sacramento	Hospitals
Villara Building Systems	McClellan	Building Contractors
Water Resource Dept	Sacramento	Government Offices-State

Source: State of California Employment Development Department, extracted from the America's Labor Market Information System (ALMIS) Employer Database, 2022 1st Edition.

Principal Employers

The following table shows the principal employers in the City, as shown in the City's Comprehensive Annual Financial Report for fiscal year ending June 30, 2020.

PRINCIPAL EMPLOYERS City of Roseville As of June 30, 2020

<u>Employer</u>	<u>Number of Employees</u>
The Permanente Medical Group & Foundation Group	5,200
Sutter Roseville Medical Group	2,202
City of Roseville	1,896
Adventist Health	1,320
Union Pacific Railroad Company	1,150
Roseville City School District	1,133
PRIDE Industries	1,062
Roseville Joint Union High School	1,005
Top Golf	450
Consolidated Communications	320
Total – Top Ten	<u>15,738</u>
Total City-Wide Employment	91,253

Source: City of Roseville Comprehensive Annual Financial Report for Fiscal Year 2019-20.

Construction Permits

The following table shows valuations of residential and non-residential building permits issued for calendar years 2016 through 2020. Annual figures are not yet available for 2021.

BUILDING PERMIT VALUATION City of Roseville (Valuation in Thousands of Dollars)

	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
<u>Permit Valuation</u>					
New Single-family	\$242,272.7	\$322,386.5	\$220,813.8	\$265,615.3	\$322,748.5
New Multi-family	5,900.3	51,882.2	0.0	6,855.8	46,469.0
Res. Alterations/Additions	<u>7,518.4</u>	<u>7,283.3</u>	<u>8,598.7</u>	<u>16,133.8</u>	<u>5,126.3</u>
Total Residential	\$255,691.4	\$381,552.0	\$229,412.5	288,604.9	\$374,343.8
 New Commercial	 \$27,783.7	 \$81,544.8	 \$21,072.5	 \$24,136.7	 \$23,230.8
New Industrial	0.0	0.0	0.0	0.0	0.0
New Other	18,126.2	8,356.1	11,541.4	9,358.1	12,610.6
Com. Alterations/Additions	<u>32,621.0</u>	<u>51,836.3</u>	<u>38,098.5</u>	<u>46,155.6</u>	<u>24,553.9</u>
Total Nonresidential	\$78,530.9	\$141,737.2	\$70,712.4	\$79,650.40	\$60,395.3
 <u>New Dwelling Units</u>					
Single-Family	862	1,201	806	1,001	1,226
Multiple Family	<u>58</u>	<u>486</u>	<u>0</u>	<u>65</u>	<u>372</u>
Total New Dwelling Units	920	1,687	806	1,066	1,598

Source: Construction Industry Research Board, Building Permit Summary.

The County's 2021-22 assessment roll totaled \$89,326,713,518 as compared to the prior year's assessment roll of \$84,363,765,321, which reflected a 5.88% increase this year. These numbers over the last two years contrast with the real estate decline years of 2008 and after, where the County assessment roll experienced declines.

The following table shows residential and non-residential building permits issued within the County for calendar years 2016 through 2020. Annual figures are not yet available for 2021.

BUILDING PERMIT VALUATION
County of Placer
(Valuation in Thousands of Dollars)

	2016	2017	2018	2019	2020
<u>Permit Valuation</u>					
New Single-family	\$776,410.8	\$771,800.5	\$696,737.4	\$693,647.7	\$827,822.1
New Multi-family	42,395.7	92,565.5	23,384.7	7,896.7	72,442.8
Res. Alterations/Additions	<u>79,543.6</u>	<u>89,429.2</u>	<u>99,341.6</u>	<u>86,964.2</u>	<u>52,440.8</u>
Total Residential	\$898,350.1	\$953,795.2	\$819,463.7	\$788,508.6	\$952,705.7
 New Commercial	 \$84,953.2	 \$138,544.8	 \$90,424.4	 \$73,609.7	 \$58,855.0
New Industrial	535.1	0.0	7,956.4	268.7	25.0
New Other	90,958.7	57,356.4	68,208.3	110,951.1	76,576.0
Com. Alterations/Additions	<u>64,524.2</u>	<u>94,058.6</u>	<u>84,271.0</u>	<u>78,159.7</u>	<u>49,149.7</u>
Total Nonresidential	\$240,971.2	\$289,959.8	\$250,860.1	\$262,989.2	\$184,605.7
 <u>New Dwelling Units</u>					
Single-Family	2,102	2,500	1,963	2,080	2,552
Multiple Family	<u>322</u>	<u>782</u>	<u>19</u>	<u>71</u>	<u>540</u>
Total New Dwelling Units	2,342	3,282	<u>1,982</u>	<u>2,151</u>	<u>3,092</u>

Source: Construction Industry Research Board, Building Permit Summary.

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Commercial Activity

A summary of historic taxable sales within the City and the County during the past five years in which data is available is shown in the following tables.

The total taxable sales during the first two quarters of calendar year 2021 in the City were reported to be \$2,672,799,402, a 35.24% increase from the total taxable sales of \$1,976,356,454 reported during the first two quarters of calendar year 2020. Annual figures for 2021 are not yet available.

TAXABLE TRANSACTIONS City of Roseville Calendar Years 2016 through 2020 (Dollars in Thousands)

	Retail Stores		Total All Outlets	
	Number of Permits	Taxable Transactions	Number of Permits	Taxable Transactions
2016	3,761	\$3,749,782	5,293	\$4,425,939
2017	3,715	3,915,184	5,257	4,642,069
2018	3,705	4,048,870	5,393	4,767,160
2019	3,748	4,021,058	5,578	4,889,702
2020	3,912	3,692,180	5,968	4,425,817

Source: State Department of Tax and Fee Administration.

The total taxable sales during the first two quarters of calendar year 2021 in the County were reported to be \$5,975,849,044, a 29.73% increase over the total taxable sales of \$4,606,233,736 reported during the first two quarters of calendar year 2020. Annual figures for 2021 are not yet available.

TAXABLE TRANSACTIONS Placer County Calendar Years 2016 through 2020 (Dollars in Thousands)

	Retail Stores		Total All Outlets	
	Number of Permits	Taxable Transactions	Number of Permits	Taxable Transactions
2016	8,671	\$6,814,515	13,227	\$8,920,892
2017	8,713	7,194,952	13,365	9,428,862
2018	8,717	7,724,326	13,794	9,909,906
2019	8,771	7,943,537	14,193	10,341,805
2020	9,165	7,931,068	15,141	10,319,123

Source: State Department of Tax and Fee Administration.

Transportation

The transportation network in and around the City is an integral part of its development. Centrally located in the State, the area is the hub of several major highways. Interstate 80 runs through the City, connecting San Francisco to New York. Highway 65 runs north through the City, from I-80 to Lincoln and Marysville. Interstate 5, which is west of the City, runs north to Seattle and south to Los Angeles.

Union Pacific Railroad bought Southern Pacific in 1996 and the J.R. Davis Yard, located in Roseville, is the largest rail facility on the West Coast. Union Pacific owns and operates track in 23 states, primarily west of the Mississippi River. Amtrak provides passenger service daily to San Francisco and San Jose, and the California Zephyr connects the County to the Midwest and Chicago.

Greyhound operates a station in the City, providing interstate destination services. Greyhound also operates throughout the County, with bus depots or regularly scheduled stops in most of the communities along major highways and roads.

Sacramento International Airport serves the Roseville area. Served by ten major carriers and several commuter airlines, as well as air-freight carriers, the airport handles passenger flights to over 140 cities with more than 130 scheduled departures per day and 4.3 million passengers annually. Nearby Auburn Municipal Airport serves charter and private aircraft for coastal, state and transcontinental flights. Executive air service is available as well. Auburn Municipal has an elevation of 1,520 feet and an east/west runway 3,100 feet in length.

Several trucking companies serve the City, ranging from interstate lines to local haulers, and transporting a wide variety of goods. United Parcel Service, with a distribution center in Rocklin, offers freight transportation services as well.

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APPENDIX D
FORM OF OPINION OF BOND COUNSEL

[Closing Date]

City Council
City of Roseville
311 Vernon Street
Roseville, California 95678

OPINION: \$_____ City of Roseville The Ranch at Sierra Vista Community
Facilities District No. 1 (Public Facilities) Special Tax Bonds Series 2021

Members of the City Council:

We have acted as bond counsel to the City of Roseville (the “City”) in connection with the issuance by the City of the \$_____ City of Roseville The Ranch at Sierra Vista Community Facilities District No. 1 (Public Facilities) Special Tax Bonds Series 2021 (the “Bonds”), pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, constituting Section 53311, et seq. of the California Government Code (the “Act”) and a Fiscal Agent Agreement dated as of September 1, 2020, as amended and supplemented by a Supplemental Agreement No. 1 to Fiscal Agent Agreement, dated as of December 1, 2021 (together, the “Fiscal Agent Agreement”), by and between the City, on behalf of the City of Roseville The Ranch at Sierra Vista Community Facilities District No. 1 (Public Facilities), and The Bank of New York Mellon Trust Company, N.A., as fiscal agent. We have examined the law and such certified proceedings and other papers as we deem necessary to render this opinion.

As to questions of fact material to our opinion, we have relied upon representations of the City contained in the Fiscal Agent Agreement, and in the certified proceedings and other certifications of public officials furnished to us, without undertaking to verify the same by independent investigation.

Based upon the foregoing, we are of the opinion, under existing law, as follows:

1. The City is duly created and validly existing as a public body, corporate and politic, with the power to adopt the resolution authorizing the issuance of the Bonds, enter into the Fiscal Agent Agreement and perform the agreements on its part contained therein, and to issue the Bonds.

2. The Bonds have been duly authorized, executed and delivered by the City and are valid and binding limited obligations of the City, payable solely from the sources provided therefor in the Fiscal Agent Agreement.

3. The Fiscal Agent Agreement has been duly entered into by the City and constitutes a valid and binding obligation of the City enforceable upon the City.

4. Pursuant to the Act, the Fiscal Agent Agreement creates a valid lien on the funds pledged by the Fiscal Agent Agreement.

5. The interest on the Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax. The opinions set forth in the preceding sentence are subject to the condition that the City comply with all requirements of the Internal Revenue Code of 1986, as amended, relating to the exclusion from gross income for federal income tax purposes of interest on obligations such as the Bonds. The City has made certain representations and covenants in order to comply with each such requirement. Inaccuracy of those representations, or failure to comply with certain of those covenants, may cause the inclusion of such interest in gross income for federal income tax purposes, which may be retroactive to the date of issuance of the Bonds.

6. The interest on the Bonds is exempt from personal income taxation imposed by the State of California.

We express no opinion regarding any other tax consequences arising with respect to the ownership, sale or disposition of, or the amount, accrual or receipt of interest on, the Bonds.

The rights of the owners of the Bonds and the enforceability of the Bonds are limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally, and by equitable principles, whether considered at law or in equity.

This opinion is given as of the date hereof, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention, or any changes in law that may hereafter occur. Our engagement with respect to this matter has terminated as of the date hereof.

Respectfully submitted,

A Professional Law Corporation

APPENDIX E

FORMS OF CONTINUING DISCLOSURE UNDERTAKINGS

CONTINUING DISCLOSURE CERTIFICATE (City)

This CONTINUING DISCLOSURE CERTIFICATE (this “Disclosure Certificate”) dated as of December ___, 2021, is executed and delivered by the CITY OF ROSEVILLE (the “City”) in connection with the execution and delivery of its City of Roseville The Ranch at Sierra Vista Community Facilities District No. 1 (Public Facilities) Special Tax Bonds Series 2021 (the “Bonds”). The Bonds are being executed and delivered pursuant to a Fiscal Agent Agreement dated as of September 1, 2020, as amended and supplemented by a Supplemental Agreement No. 1 to Fiscal Agent Agreement, dated as of December 1, 2021 (together, the “Fiscal Agent Agreement”), by and between the City and The Bank of New York Mellon Trust Company, N.A., as fiscal agent (the “Fiscal Agent”).

The District covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the City for the benefit of the holders and beneficial owners of the Bonds and in order to assist the Participating Underwriter in complying with S.E.C. Rule 15c2-12(b)(5).

Section 2. Definitions. In addition to the definitions set forth above and in the Fiscal Agent Agreement, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section 2, the following capitalized terms shall have the following meanings:

“Annual Report” means any Annual Report provided by the City pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

“Annual Report Date” means the date that is nine months after the end of the City’s fiscal year (currently April 1 based on the City’s fiscal year end of June 30).

“Dissemination Agent” means Willdan Financial Services, or any successor Dissemination Agent designated in writing by the City and which has filed with the City a written acceptance of such designation.

“Listed Events” means any of the events listed in Section 5(a) of this Disclosure Certificate.

“MSRB” means the Municipal Securities Rulemaking Board, which has been designated by the Securities and Exchange Commission as the sole repository of disclosure information for purposes of the Rule, or any other repository of disclosure information that may be designated by the Securities and Exchange Commission as such for purposes of the Rule in the future.

“Official Statement” means the final official statement executed by the City in connection with the issuance of the Bonds.

“Participating Underwriter” shall mean any of the original underwriters of the Bonds.

“Rule” means Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as it may be amended from time to time.

Section 3. Provision of Annual Reports.

(a) The City shall, or shall cause the Dissemination Agent to, not later than the Annual Report Date, commencing April 1, 2022, with the report for the 2020-21 fiscal year, provide to the MSRB, in an electronic format as prescribed by the MSRB, an Annual Report that is consistent with the requirements of Section 4 of this Disclosure Certificate. Not later than 15 Business Days prior to the Annual Report Date, the City shall provide the Annual Report to the Dissemination Agent (if other than the City). If by 15 Business Days prior to the Annual Report Date the Dissemination Agent (if other than the City) has not received a copy of the Annual Report, the Dissemination Agent shall contact the City to determine if the City is in compliance with the previous sentence. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may include by reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the City may be submitted separately from the balance of the Annual Report, and later than the Annual Report Date, if not available by that date. If the City’s fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(b). The City shall provide a written certification with each Annual Report furnished to the Dissemination Agent to the effect that such Annual Report constitutes the Annual Report required to be furnished by the City hereunder.

(b) If the City does not provide (or cause the Dissemination Agent to provide) an Annual Report by the Annual Report Date, the City shall provide (or cause the Dissemination Agent to provide) in a timely manner to the MSRB, in an electronic format as prescribed by the MSRB, a notice in substantially the form attached as Exhibit A to this Disclosure Certificate.

(c) With respect to each Annual Report, the Dissemination Agent shall:

(i) determine prior to each Annual Report Date the then-applicable rules and electronic format prescribed by the MSRB for the filing of annual continuing disclosure reports; and

(ii) if the Dissemination Agent is other than the City, file a report with the City certifying that the Annual Report has been provided pursuant to this Disclosure Certificate, and stating the date it was provided.

Section 4. Content of Annual Reports. The City’s Annual Report shall contain or incorporate by reference the following:

(a) The City’s audited financial statements prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board. If the City’s audited financial statements are not available by the Annual Report Date, the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the

Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.

(b) The following information, unless otherwise specified, as of September 30 of the preceding year:

(i) Principal amount of all outstanding bonds of the District.

(ii) Balance in the Improvement Fund.

(iii) Balance in each reserve account of the Reserve Fund, and statement of the Reserve Requirement for the Bonds. Statement of projected draws on any reserve account in the Reserve Fund, if any.

(iv) Balance in other funds and accounts held by the City or fiscal agent related to the Bonds.

(v) Additional debt authorized by the City and payable from or secured by assessments or special taxes with respect to property within the District.

(vi) The Special Tax levy, the delinquency rate, total amount of delinquencies, number of parcels delinquent in payment for the five most recent fiscal years.

(vii) Notwithstanding the September 30 reporting date, the following information shall be reported as of the last day of the month immediately preceding the date of the Annual Report rather than as of September 30. Identity of each delinquent taxpayer responsible for 5 percent or more of total Special Tax levied, and the following information: assessor parcel number, assessed value of applicable properties, amount of Special Tax levied, amount delinquent by parcel number and status of foreclosure proceedings. If any foreclosure has been completed, summary of results of foreclosure sales or transfers.

(viii) Most recently available total assessed value of all parcels subject to the Special Tax.

(ix) List of landowners and assessor's parcel number of parcels subject to 20% or more of the Special Tax levy including the following information: development status to the extent shown in City records, land use classification, assessed value (land and improvements).

(c) In addition to any of the information expressly required to be provided under this Disclosure Certificate, the City shall provide such further material information, if any, as may be necessary to make the specifically required statements, in the light of the circumstances under which they are made, not misleading.

(d) Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the City or related public entities, which are available to the public on the MSRB's Internet web site or filed with the Securities and Exchange Commission. The City shall clearly identify each such other document so included by reference.

Section 5. Reporting of Significant Events.

(a) The City shall give, or cause to be given, notice of the occurrence of any of the following Listed Events with respect to the Bonds:

- (1) Principal and interest payment delinquencies.
- (2) Non-payment related defaults, if material.
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties.
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties.
- (5) Substitution of credit or liquidity providers, or their failure to perform.
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security.
- (7) Modifications to rights of security holders, if material.
- (8) Bond calls, if material, and tender offers.
- (9) Defeasances.
- (10) Release, substitution, or sale of property securing repayment of the securities, if material.
- (11) Rating changes.
- (12) Bankruptcy, insolvency, receivership or similar event of the City or other obligated person.
- (13) The consummation of a merger, consolidation, or acquisition involving the City or an obligated person, or the sale of all or substantially all of the assets of the City or an obligated person (other than in the ordinary course of business), the entry into a definitive agreement to undertake such an action, or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.
- (14) Appointment of a successor or additional fiscal agent or the change of name of the fiscal agent, if material.
- (15) Incurrence of a financial obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the City, any of which affect

security holders, if material (for the definition of “financial obligation,” see clause (e)).

(16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the City, any of which reflect financial difficulties (for the definition of “financial obligation,” see clause (e)).

(b) Whenever the City obtains knowledge of the occurrence of a Listed Event, the City shall, or shall cause the Dissemination Agent (if not the City) to, file a notice of such occurrence with the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of 10 business days after the occurrence of the Listed Event. Notwithstanding the foregoing, notice of Listed Event described in subsection (a)(8) above need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to holders of affected Bonds under the Fiscal Agent Agreement.

(c) The City acknowledges that the events described in subparagraphs (a)(2), (a)(7), (a)(8) (if the event is a bond call), (a)(10), (a)(13), (a)(14) and (a)(15) of this Section 5 contain the qualifier “if material” and that subparagraph (a)(6) also contains the qualifier “material” with respect to certain notices, determinations or other events affecting the tax status of the Bonds. The City shall cause a notice to be filed as set forth in paragraph (b) above with respect to any such event only to the extent that it determines the event’s occurrence is material for purposes of U.S. federal securities law. Whenever the City obtains knowledge of the occurrence of any of these Listed Events, the City will as soon as possible determine if such event would be material under applicable federal securities law. If such event is determined to be material, the City will cause a notice to be filed as set forth in paragraph (b) above. The Dissemination Agent shall not be responsible for determining whether an event is material.

(d) For purposes of this Disclosure Certificate, any event described in paragraph (a)(12) above is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

(e) For purposes of Section 5(a)(15) and (16), “financial obligation” means a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term financial obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

Section 6. Identifying Information for Filings with the MSRB. All documents provided to the MSRB pursuant to this Disclosure Certificate shall be accompanied by identifying information as prescribed by the MSRB.

Section 7. Termination of Reporting Obligation. The City’s obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in

full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds, the City shall give notice of such termination in the same manner as for a Listed Event under Section 5(b).

Section 8. Dissemination Agent. The City may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any Dissemination Agent, with or without appointing a successor Dissemination Agent. Any Dissemination Agent may resign by providing 30 days' written notice to the City.

Section 9. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the City may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

- (a) if the amendment or waiver relates to the provisions of Sections 3(a), 4 or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of an obligated person with respect to the Bonds, or type of business conducted;
- (b) the undertakings herein, as proposed to be amended or waived, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the primary offering of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and
- (c) the proposed amendment or waiver either (i) is approved by holders of the Bonds in the manner provided in the Fiscal Agent Agreement for amendments to the Fiscal Agent Agreement with the consent of holders, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the holders or beneficial owners of the Bonds.

If the annual financial information or operating data to be provided in the Annual Report is amended pursuant to the provisions hereof, the first Annual Report filed pursuant hereto containing the amended operating data or financial information shall explain, in narrative form, the reasons for the amendment and the impact of the change in the type of operating data or financial information being provided.

If an amendment is made to this Disclosure Certificate modifying the accounting principles to be followed in preparing financial statements, the Annual Report for the year in which the change is made shall present a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. The comparison shall include a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information, in order to provide information to investors to enable them to evaluate the ability of the City to meet its obligations. To the extent reasonably feasible, the comparison shall be quantitative.

A notice of any amendment made pursuant to this Section 9 shall be filed in the same manner as for a Listed Event under Section 5(b).

Section 10. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the City from disseminating any other information, using the means of dissemination

set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the City chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the City shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 11. Default. If the City fails to comply with any provision of this Disclosure Certificate, the Participating Underwriter or any holder or beneficial owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an Event of Default under the Fiscal Agent Agreement, and the sole remedy under this Disclosure Certificate in the event of any failure of the City to comply with this Disclosure Certificate shall be an action to compel performance.

Section 12. Duties, Immunities and Liabilities of Dissemination Agent.

(a) The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the City agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which they may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The Dissemination Agent shall have no duty or obligation to review any information provided to it by the City hereunder and shall not be deemed to be acting in any fiduciary capacity for the City, the Bond holders, or any other party. The obligations of the City under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

(b) The Dissemination Agent shall be paid compensation by the City for its services provided hereunder in accordance with its schedule of fees as amended from time to time, and shall be reimbursed for all expenses, legal fees and advances made or incurred by the Dissemination Agent in the performance of its duties hereunder.

Section 13. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the City, the Dissemination Agent, the Participating Underwriter and the holders and beneficial owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Section 14. Counterparts. This Disclosure Certificate may be executed in several counterparts, each of which shall be regarded as an original, and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Disclosure Certificate as of the date first above written.

CITY OF ROSEVILLE, for and on behalf of
City of Roseville The Ranch at Sierra Vista
Community Facilities District No. 1 (Public
Facilities)

By: _____
Name:
Title:

WILLDAN FINANCIAL SERVICES, as
Dissemination Agent

By: _____
Name:
Title:

EXHIBIT A

NOTICE TO REPOSITORIES OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: City of Roseville

Name of Bond Issue: \$_____ City of Roseville The Ranch
at Sierra Vista Community Facilities District No. 1 (Public
Facilities) Special Tax Bonds Series 2021

Date of Issuance: _____, 2021

NOTICE IS HEREBY GIVEN that the City of Roseville (the "City") on behalf of City of Roseville The Ranch at Sierra Vista Community Facilities District No. 1 (Public Facilities) has not provided an Annual Report with respect to the above-named Bonds as required by the Fiscal Agent Agreement, dated as of September 1, 2020, as supplemented and amended by a Supplemental Agreement No. 1 to Fiscal Agent Agreement dated as of December 1, 2021 (together, the "Fiscal Agent Agreement") by and between the City and The Bank of New York Mellon Trust Company, N.A., as Fiscal Agent. The City anticipates that the Annual Report will be filed by _____.

Dated: _____

WILLDAN FINANCIAL SERVICES, as
Dissemination Agent, on behalf of City of
Roseville The Ranch at Sierra Vista
Community Facilities District No. 1 (Public
Facilities)

By: _____

Name:

Title:

cc: City of Roseville

FORM OF CONTINUING DISCLOSURE CERTIFICATE (Developer)

THIS CONTINUING DISCLOSURE AGREEMENT (the “Disclosure Certificate”) dated as of December __, 2021, is executed by Sierra Vista Communities LLC, a California limited liability company (the “Master Developer”) in connection with the execution and delivery by the City of Roseville of its City of Roseville The Ranch at Sierra Vista Community Facilities District No. 1 (Public Facilities) Special Tax Bonds Series 2021 (the “Bonds”). The Bonds are being executed and delivered pursuant to a Fiscal Agent Agreement, dated as of September 1, 2020, as amended and supplemented by a Supplemental Agreement No. 1 to Fiscal Agent Agreement, dated as of December 1, 2021 (together, the “Fiscal Agent Agreement”), by and between the City and The Bank of New York Mellon Trust Company, N.A., as fiscal agent (the “Fiscal Agent”).

The Master Developer covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the Master Developer for the benefit of the holders and beneficial owners of the Bonds.

Section 2. Definitions. In addition to the definitions set forth above and in the Fiscal Agent Agreement, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Affiliate” of another Person means (a) a Person directly or indirectly owning, controlling, or holding with power to vote, 5% or more of the outstanding voting securities of such other Person, (b) any Person, 5% or more of whose outstanding voting securities are directly or indirectly owned, controlled, or held with power to vote, by such other Person, and (c) any Person directly or indirectly controlling, controlled by, or under common control with, such other Person. For purposes hereof, “control” means the power to exercise a controlling influence over the management or policies of a Person, unless such power is solely the result of an official position with such Person. For purposes of this Disclosure Certificate, Lennar Homes shall be considered an Affiliate of the Master Developer, and the Master Developer will provide information pursuant to this Disclosure Certificate regarding Lennar Homes and the Property owned by Lennar Homes.

“Assumption Agreement” means an undertaking of a Major Owner, or an Affiliate thereof, for the benefit of the holders and beneficial owners of the Bonds containing terms substantially similar to this Disclosure Certificate (as modified for such Major Owner’s development and financing plans with respect to the District), whereby such Major Owner or Affiliate agrees to provide periodic reports and notices of significant events, setting forth the information described in sections 4 and 5 hereof, respectively, with respect to the portion of the property in the District owned by such Major Owner and its Affiliates and, at the option of the Master Developer or such Major Owner, agrees to indemnify the Dissemination Agent (if any) pursuant to a provision substantially in the form of Section 11 hereof. Notwithstanding the foregoing, the sale of all or a portion of the Property to Lennar Homes shall not require an Assumption Agreement because the Master Developer has agreed to provide information on Lennar Homes and its property under this Disclosure Certificate.

“Dissemination Agent” means a dissemination agent designated in writing by the Master Developer, and which has filed with the Master Developer and the City a written acceptance of such designation, and which is experienced in providing dissemination agent services such as those required under this Disclosure Certificate. The initial Dissemination Agent shall be the Master Developer.

“District” means the City of Roseville The Ranch at Sierra Vista Community Facilities District No. 1 (Public Facilities).

“Lennar Homes” means Lennar Homes of California, Inc., a California corporation.

“Listed Events” means any of the events listed in Section 5(a) of this Disclosure Certificate.

“Major Owner” means, as of any Report Date, an owner of land in the District that (i) is to be developed into 110 or more residential lots or (ii) is responsible in the aggregate for 20% or more of the Special Taxes in the District anticipated to be levied at any time during the then-current fiscal year.

“MSRB” means the Municipal Securities Rulemaking Board, which has been designated by the Securities and Exchange Commission as the sole repository of disclosure information for purposes of the Rule, or any other repository of disclosure information that may be designated by the Securities and Exchange Commission as such for purposes of the Rule in the future.

“Official Statement” means the final official statement executed by the City in connection with the issuance of the Bonds.

“Participating Underwriter” means Stifel, Nicolaus & Company, Incorporated, the original Underwriter of the Bonds.

“Periodic Report” means any Periodic Report provided by the Master Developer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

“Person” means an individual, a corporation, a partnership, a limited liability company, an association, a joint stock company, a trust, any unincorporated organization or a government or political subdivision thereof.

“Property” means the property owned by the Master Developer in the District.

“Report Date” means May 1 and November 1 of any fiscal year.

“Rule” means Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“Special Taxes” means the special taxes of the District levied on taxable property within the District.

Section 3. Provision of Periodic Reports.

(a) Until the Master Developer’s obligations under this Disclosure Certificate are terminated in accordance with Section 6 herein, the Master Developer shall, or, upon written direction of the Master Developer the Dissemination Agent shall, not later than the Report Date,

commencing May 1, 2022, file or cause to be filed with the MSRB a Periodic Report which is consistent with the requirements of Section 4 of this Disclosure Certificate with a copy to the Participating Underwriter and the City. Not later than 15 calendar days prior to the Report Date, the Master Developer shall provide the Periodic Report to the Dissemination Agent (if different from the Master Developer). The Master Developer shall provide a written certification with (or included as a part of) each Periodic Report furnished to the Dissemination Agent (if different from the Master Developer), the Participating Underwriter and the City to the effect that such Periodic Report constitutes the Periodic Report required to be furnished by it under this Disclosure Certificate. The Dissemination Agent, the Participating Underwriter and the City may conclusively rely upon such certification of the Master Developer and shall have no duty or obligation to review the Periodic Report. The Periodic Report may be submitted as a single document or as separate documents comprising a package, and may incorporate by reference other information as provided in Section 4 of this Disclosure Certificate.

(b) If the Dissemination Agent does not receive a Periodic Report by 15 calendar days prior to the Report Date, the Dissemination Agent shall send a reminder notice to the Master Developer that the Periodic Report has not been provided as required under Section 3(a) above. The reminder notice shall instruct the Master Developer to determine whether its obligations under this Disclosure Certificate have terminated (pursuant to Section 6 below) and, if so, to provide the Dissemination Agent with a notice of such termination in the same manner as for a Listed Event (pursuant to Section 5 below). If the Master Developer does not provide, or cause the Dissemination Agent to provide, a Periodic Report to the MSRB by the Report Date as required in subsection (a) above, the Dissemination Agent shall, in a timely manner, send a notice to the MSRB in substantially the form attached hereto as Exhibit A, with a copy to the City and the Participating Underwriter.

(c) With respect to the Periodic Report, the Dissemination Agent shall, to the extent the Periodic Report has been furnished to it, file the Periodic Report with the MSRB and file a report with the Master Developer (if the Dissemination Agent is other than the Master Developer), the City and the Participating Underwriter certifying that the Periodic Report has been provided pursuant to this Disclosure Certificate, stating the date it was provided to and filed with the MSRB.

Section 4. Content of Periodic Reports. The Master Developer's Periodic Report shall contain or incorporate by reference the information set forth in Exhibit B relating to the Master Developer (which information shall track the format of Table 2 to the Official Statement, to the extent possible), any or all of which may be included by specific reference to other documents, including official statements of debt issues, which have been submitted to the MSRB or the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available from the MSRB. The Master Developer shall clearly identify each such other document so included by reference.

In addition to any of the information expressly required to be provided in Exhibit B, the Master Developer's Periodic Report shall include such further information, if any, as may be necessary to make the statements required by Exhibit B, in the light of the circumstances under which they are made, not misleading.

Section 5. Reporting of Significant Events.

(a) Until the Master Developer's obligations under this Disclosure Certificate are terminated in accordance with Section 6 herein, the Master Developer shall give, or cause to be

given, notice of the occurrence of any of the following Listed Events with respect to itself or the Property, if material:

(i) bankruptcy or insolvency proceedings commenced by or against the Master Developer and Lennar Homes and, if known, any bankruptcy or insolvency proceedings commenced by or against any Affiliate of the Master Developer that is reasonably likely to have a significant impact on the Master Developer's or Lennar Homes' ability to pay Special Taxes or to sell or develop the Property;

(ii) failure to pay any taxes, special taxes (including the Special Taxes) or assessments due with respect to the Property owned by the Master Developer or Lennar Homes on or prior to the delinquency date;

(iii) filing of a lawsuit of which the Master Developer is aware against the Master Developer, Lennar Homes, or an Affiliate seeking damages, which is reasonably likely to have a significant impact on the Master Developer's or Lennar Homes' ability to pay Special Taxes or to sell or develop the Property;

(iv) material damage to or destruction of any of the improvements on the Property; and

(v) any payment default or other material default by the Master Developer or Lennar Homes on any loan with respect to the construction of improvements on the Property.

(b) Whenever the Master Developer obtains knowledge of the occurrence of a Listed Event, the Master Developer shall as soon as possible determine if such event would be material under applicable Federal securities law.

(c) If the Master Developer determines that knowledge of the occurrence of a Listed Event would be material under applicable Federal securities law, the Master Developer shall, or shall cause the Dissemination Agent to, promptly file a notice of such occurrence with the MSRB, with a copy to the City and the Participating Underwriter.

Section 6. Duration of Reporting Obligation.

(a) All the Master Developer's obligations hereunder shall commence on the date hereof and terminate (except as provided in Section 11) on the earliest to occur of the following:

(i) upon the legal defeasance, prior redemption or payment in full of all the Bonds, or

(ii) the earlier of (i) the date that the property owned by the Master Developer and Lennar Homes combined is responsible for less than 20% of the special tax levy in the District or (ii) the date that the Master Developer and Lennar Homes combined own less than 110 residential lots in the District (or property that may be subdivided into less than 110 residential lots in the District), or

(iii) the date on which the Master Developer prepays in full all of the Special Taxes attributable to the Property owned by the Master Developer and Lennar Homes.

The Master Developer shall give notice of the termination of its obligations under this Disclosure Certificate in the same manner as for a Listed Event under Section 5.

(b) If a portion of the Property owned by the Master Developer, or any Affiliate of the Master Developer, is conveyed to a Person that, upon such conveyance, will be a Major Owner, the obligations of the Master Developer hereunder with respect to the property in the District owned by such Major Owner and its Affiliates may be assumed by such Major Owner or by an Affiliate thereof, and if so assumed the Master Developer's obligations hereunder with respect to such portion of the Property will be terminated. In order to effect such an assumption, such Major Owner or Affiliate shall enter into an Assumption Agreement. If not so assumed, the Master Developer shall report the information, as applicable to the transferee, required herein so long as the transferee is a Major Owner.

Section 7. Dissemination Agent. The Master Developer may, from time to time, appoint or engage a Dissemination Agent to assist the Master Developer in carrying out its obligations under this Disclosure Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent may resign by providing thirty days' written notice to the City, the Master Developer and the Participating Underwriter.

Section 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the Master Developer may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied (provided, however, that the Dissemination Agent shall not be obligated under any such amendment that modifies or increases its duties or obligations hereunder without its written consent thereto):

(a) if the amendment or waiver relates to the provisions of sections 3(a), 4 or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of an obligated person with respect to the Bonds, or type of business conducted; and

(b) the proposed amendment or waiver either (i) is approved by holders of the Bonds in the manner provided in the Fiscal Agent Agreement, with the consent of holders, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the holders or beneficial owners of the Bonds.

Section 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Master Developer from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Periodic Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Master Developer chooses to include any information in any Periodic Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the Master Developer shall have no obligation under this Disclosure Certificate to update such information or include it in any future Periodic Report or notice of occurrence of a Listed Event.

Section 10. Default. In the event of a failure of the Master Developer to comply with any provision of this Disclosure Certificate, the Participating Underwriter and any holder or beneficial owner of the Bonds may, take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Master Developer to comply with its obligations under this Disclosure Certificate. A default under this Disclosure

Certificate shall not be deemed an Event of Default under the Fiscal Agent Agreement, and the sole and exclusive remedy under this Disclosure Certificate in the event of any failure of the Master Developer to comply with this Disclosure Certificate shall be an action to compel performance.

Section 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the Master Developer agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents (each, an "Indemnified Party"), harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the reasonable costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding loss, liabilities, costs and expenses due to an Indemnified Party's negligence or willful misconduct or failure to perform its duties hereunder. If the Dissemination Agent is someone other than the Master Developer, the Dissemination Agent shall be paid compensation for its services provided hereunder in accordance with its schedule of fees as amended from time to time, which schedule, as amended, shall be reasonably acceptable, and all reasonable expenses, reasonable legal fees and advances made or incurred by the Dissemination Agent in the performance of its duties hereunder. If the Dissemination Agent is someone other than the Master Developer, the Dissemination Agent shall have no duty or obligation to review any information provided to it hereunder. The Dissemination Agent shall not be deemed to be acting in any fiduciary capacity for the City, the Master Developer, the Bond owners, or any other party. The obligations of the Master Developer under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

Section 12. Notices. Any notice or communications to be among any of the parties to this Disclosure Certificate may be given by regular, overnight or electronic mail as follows:

To the Master Developer	Sierra Vista Communities LLC 1025 Creekside Ridge Drive, Suite 240 Roseville, CA 95678 Email: Larry.Gualco@Lennar.com Email: Jack.Sevey@Lennar.com
To the Issuer/City:	City of Roseville 311 Vernon Street Roseville, CA 95678 Attn: CFD Administrator Email: jthrash@roseville.ca.us
To the Participating Underwriter:	Stifel, Nicolaus & Company, Incorporated One Montgomery Street San Francisco, CA 94104 Attn: Eileen Gallagher Email: egallagher@stifel.com

Any person may, by written notice to the other persons listed above, designate a different address or telephone number(s) to which subsequent notices or communications should be sent.

Section 13. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the City, the Master Developer (its successors and assigns), the Dissemination Agent, the Participating Underwriter and holders and beneficial owners from time to time of the Bonds, and shall create no rights in any other person or entity. All obligations of the Master Developer hereunder shall be assumed by any legal successor to the obligations of the Master Developer as a result of a sale, merger, consolidation or other reorganization.

Section 14. Counterparts. This Disclosure Certificate may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Master Developer has executed this Disclosure Certificate as of the date first above written.

MASTER DEVELOPER:

Sierra Vista Communities, LLC, a California
limited liability company

By: _____

Name:

Title:

EXHIBIT A

NOTICE TO REPOSITORIES OF FAILURE TO FILE PERIODIC REPORT

Name of Issuer: City of Roseville

Name of Bond Issue: \$_____ City of Roseville, The Ranch
at Sierra Vista Community Facilities District No. 1 (Public Facilities),
Special Tax Bonds, Series 2021

Date of Issuance: _____, 2021

NOTICE IS HEREBY GIVEN that _____ (the "Major Owner") has not
provided a Periodic Report with respect to the above-named Bonds as required by the
Continuing Disclosure Certificate of the Master Developer dated as of December __, 2021. The
Master Developer anticipates that the Periodic Report will be filed by _____.

Dated: _____

_____,
Dissemination Agent

By: _____

Its: _____

cc: Master Developer

EXHIBIT B

PERIODIC REPORT

This Periodic Report is hereby submitted under Section 4 of the Continuing Disclosure Certificate (the "Disclosure Certificate") dated _____, 2021, executed by the undersigned (the "Master Developer") in connection with the issuance of the Bonds by the City of Roseville (the "City") with respect to its City of Roseville The Ranch at Sierra Vista Community Facilities District No. 1 (Public Facilities) (the "District").

Capitalized terms used in this Periodic Report but not otherwise defined have the meanings given to them in the Disclosure Certificate.

I. Property Ownership and Development

The information in this section is provided as of _____ (this date must be not more than 60 days before the date that this Periodic Report is due for filing).

A. Property currently owned by the Master Developer and Lennar Homes in the District (the "Property"):

Development name: _____

Number of lots (acreage, if un-subdivided): _____

B. Status of land development or construction activities:

C. Status of building permits and any significant amendments to land use or development entitlements:

D. Aggregate property sold, optioned or leased by the Master Developer and Lennar Homes to end users or merchant builders:

Since the Date of Issuance
of the Bonds

Since the Last Periodic
Report

Acres* _____
Lots _____
Bldg. Sq. Ft. _____

Acres* _____
Lots _____
Bldg. Sq. Ft. _____

* For bulk land sales only (excluding sales of finished lots or completed buildings).

E. Status of any land purchase contracts with regard to the Property, whether acquisition of land in the District by the Master Developer or sales of land in the District to other

property owners, distinguishing between (i) end users (e.g., condominiums), (ii) developers and (iii) merchant builders.

II. Legal and Financial Status of Master Developer and Lennar Homes

Unless such information has previously been included or incorporated by reference in a Periodic Report, describe any change in the legal structure of the Master Developer and Lennar Homes or the financial condition and financing plan of the Master Developer and Lennar Homes that would materially and adversely interfere with its ability to complete its development plan described in the Official Statement.

III. Change in Development or Financing Plans

Unless such information has previously been included or incorporated by reference in a Periodic Report, describe any development plans or financing plans relating to the Property *that are materially different from* the proposed development and financing plan described in the Official Statement.

IV. Official Statement Updates

Unless such information has previously been included or incorporated by reference in a Periodic Report, describe any other significant changes in the information relating to the Master Developer and Lennar Homes or the Property contained in the Official Statement under the heading "OWNERSHIP OF PROPERTY WITHIN THE DISTRICT" that would materially and adversely interfere with the Master Developer's or Lennar Homes' ability to develop and sell the Property as described in the Official Statement.

V. Other Material Information

In addition to any of the information expressly required above, provide such further information, if any, as may be necessary to make the specifically required statements, in the light of the circumstances under which they are made, not misleading.

Certification

The undersigned Master Developer hereby certifies that this Periodic Report constitutes the Periodic Report required to be furnished by the Master Developer under the Disclosure Certificate.

ANY STATEMENTS REGARDING THE MASTER DEVELOPER, THE DEVELOPMENT OF THE PROPERTY, THE MASTER DEVELOPER'S FINANCING PLAN OR FINANCIAL CONDITION, OR THE BONDS, OTHER THAN STATEMENTS MADE BY THE MASTER DEVELOPER IN AN OFFICIAL RELEASE, OR FILED WITH THE MUNICIPAL SECURITIES RULEMAKING BOARD, ARE NOT AUTHORIZED BY THE MASTER DEVELOPER. THE MASTER DEVELOPER IS NOT RESPONSIBLE FOR THE ACCURACY, COMPLETENESS OR FAIRNESS OF ANY SUCH UNAUTHORIZED STATEMENTS.

THE MASTER DEVELOPER HAS NO OBLIGATION TO UPDATE THIS PERIODIC REPORT OTHER THAN AS EXPRESSLY PROVIDED IN THE DISCLOSURE CERTIFICATE.

Dated: _____

MASTER DEVELOPER: _____

By: _____

APPENDIX F

SUMMARY OF CERTAIN PROVISIONS OF FISCAL AGENT AGREEMENT

APPENDIX G

DTC AND THE BOOK-ENTRY ONLY SYSTEM

The following description of the Depository Trust Company (“DTC”), the procedures and record keeping with respect to beneficial ownership interests in the 2021 Bonds, payment of principal, interest and other payments on the 2021 Bonds (herein, the “Securities”) to DTC Participants or Beneficial Owners, confirmation and transfer of beneficial ownership interest in the Securities and other related transactions by and between DTC, the DTC Participants and the Beneficial Owners is based solely on information provided by DTC. Accordingly, no representations can be made concerning these matters and neither the DTC Participants nor the Beneficial Owners should rely on the foregoing information with respect to such matters, but should instead confirm the same with DTC or the DTC Participants, as the case may be.

Neither the issuer of the Securities (the “Issuer”) nor the fiscal agent appointed with respect to the Securities (the “Agent”) takes any responsibility for the information contained in this Appendix.

No assurances can be given that DTC, DTC Participants or Indirect Participants will distribute to the Beneficial Owners (a) payments of interest, principal or premium, if any, with respect to the Securities, (b) certificates representing ownership interest in or other confirmation or ownership interest in the Securities, or (c) redemption or other notices sent to DTC or Cede & Co., its nominee, as the registered owner of the Securities, or that they will so do on a timely basis, or that DTC, DTC Participants or DTC Indirect Participants will act in the manner described in this Appendix. The current “Rules” applicable to DTC are on file with the Securities and Exchange Commission and the current “Procedures” of DTC to be followed in dealing with DTC Participants are on file with DTC.

1. The Depository Trust Company (“DTC”) will act as securities depository for the securities (the “Securities”). The Securities will be issued as fully-registered securities registered in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Security certificate will be issued for each issue of the Securities, each in the aggregate principal amount of such issue, and will be deposited with DTC. If, however, the aggregate principal amount of any issue exceeds \$500 million, one certificate will be issued with respect to each \$500 million of principal amount, and an additional certificate will be issued with respect to any remaining principal amount of such issue.

2. DTC, the world’s largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code, and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC’s participants (“Direct Participants”) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants’ accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is

a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com. *The information contained on this Internet site is not incorporated herein by reference.*

3. Purchases of Securities under the DTC system must be made by or through Direct Participants, which will receive a credit for the Securities on DTC's records. The ownership interest of each actual purchaser of each Security ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Securities are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Securities, except in the event that use of the book-entry system for the Securities is discontinued.

4. To facilitate subsequent transfers, all Securities deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Securities with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Securities; DTC's records reflect only the identity of the Direct Participants to whose accounts such Securities are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

5. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Securities may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Securities, such as redemptions, tenders, defaults, and proposed amendments to the Security documents. For example, Beneficial Owners of Securities may wish to ascertain that the nominee holding the Securities for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

6. Redemption notices shall be sent to DTC. If less than all of the Securities within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

7. Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Securities unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to Issuer as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Securities are credited on the record date (identified in a listing attached to the Omnibus Proxy).

8. Redemption proceeds, distributions, and dividend payments on the Securities will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from Issuer or Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, Agent, or Issuer, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of Issuer or Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

9. DTC may discontinue providing its services as depository with respect to the Securities at any time by giving reasonable notice to Issuer or Agent. Under such circumstances, in the event that a successor depository is not obtained, Security certificates are required to be printed and delivered.

10. Issuer may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Security certificates will be printed and delivered to DTC.

11. The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that Issuer believes to be reliable, but Issuer takes no responsibility for the accuracy thereof.

**SUPPLEMENTAL AGREEMENT NO. 1 TO
FISCAL AGENT AGREEMENT**

by and between

CITY OF ROSEVILLE

and

**THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,
as Fiscal Agent**

Dated as of _____ 1, 2021

Relating to:

**\$ _____
City of Roseville
The Ranch at Sierra Vista Community Facilities District No. 1 (Public Facilities)
Special Tax Bonds
Series 2021**

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EXHIBIT A - FORM OF 2021 BONDS

SUPPLEMENTAL AGREEMENT NO. 1 TO FISCAL AGENT AGREEMENT

THIS SUPPLEMENTAL AGREEMENT NO. 1 TO FISCAL AGENT AGREEMENT (this "Supplemental Agreement No. 1" or "Agreement"), dated as of _____ 1, 2021, is by and between the CITY OF ROSEVILLE, a charter city and public body, corporate and politic, organized and existing under and by virtue of the Constitution and laws of the State of California (the "City") for and on behalf of the City of Roseville The Ranch at Sierra Vista Community Facilities District No. 1 (Public Facilities) (the "District"), and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as fiscal agent (the "Fiscal Agent") under a Fiscal Agent Agreement, dated as of September 1, 2020 (the "Original Fiscal Agent Agreement") by and between the Fiscal Agent and the City.

RECITALS:

WHEREAS, the City Council of the City has formed the District under the provisions of the Mello-Roos Community Facilities Act of 1982, as amended (constituting Section 53311 *et seq.* of the California Government Code) (the "Act") and Resolution No. 19-30 of the City Council adopted on January 16, 2019; and

WHEREAS, the City Council, as the legislative body of the District, is authorized under the Act to levy special taxes to pay for the costs of facilities within the District and to authorize the issuance of bonds secured by said special taxes under the Act; and

WHEREAS, the Council, as legislative body of the District, previously authorized the issuance of special tax bonds of the City for the District in the maximum aggregate principal amount of not to exceed \$210,000,000 (the "Bond Authorization"); and

WHEREAS, pursuant to the provisions of the Act and the Original Fiscal Agent Agreement, on September 17, 2020, the City issued, for and on behalf of the District, \$20,875,000 initial principal amount of City of Roseville The Ranch at Sierra Vista Community Facilities District No. 1 (Public Facilities) Special Tax Bonds, Series 2020 (the "2020 Bonds") for the purpose of financing various public improvements authorized to be funded by the District, which 2020 Bonds constituted the first series of bonds issued pursuant to the Bond Authorization; and

WHEREAS, Section 5.17 of the Original Fiscal Agent Agreement authorizes the issuance by Supplemental Agreement of Additional Bonds (as such terms are defined in the Original Fiscal Agent Agreement) secured under the Original Fiscal Agent Agreement on parity with the 2020 Bonds; and

WHEREAS, after due investigation and deliberation the City has determined that it is in the interests of the City and the District at this time for the City, for and on behalf of the District, to provide for the issuance of City of Roseville Community Facilities District No. 1 Special Tax Bonds, Series 2021 (the "2021 Bonds"), to provide moneys needed to construct and acquire the facilities necessary for development of property within the City; and

WHEREAS, this Supplemental Agreement No. 1 is a "Supplemental Agreement" as defined in Section 1.03 of the Original Fiscal Agent Agreement and the 2021 Bonds are "Additional Bonds" as defined in Section 1.03 of the Original Fiscal Agent Agreement and

secured under the Original Fiscal Agent Agreement, as amended and supplemented by this Supplemental Agreement No. 1, on parity with the 2020 Bonds;

WHEREAS, the City and the Fiscal Agent desire to enter into this Supplemental Agreement No. 1 pursuant to Sections 5.17 of the Original Fiscal Agent Agreement to provide for the issuance of the 2021 Bonds;

WHEREAS, in providing for the issuance of the 2021 Bonds, it is necessary to supplement and amend the Original Fiscal Agent Agreement, as more particularly provided in Section 1 and Section 2 hereof, as such supplements and amendments are authorized by Sections 5.17 and 8.01 of the Original Fiscal Agent Agreement; and

WHEREAS, the City has determined that all acts and proceedings required by law necessary to make the 2021 Bonds, when executed by the City for the District, authenticated and delivered by the Fiscal Agent and duly issued, the valid, binding and legal special obligations of the City for the District, and to constitute the Original Fiscal Agent Agreement, as amended and supplemented by this Supplemental Agreement No. 1, a valid and binding agreement for the uses and purposes herein and therein set forth, in accordance with its terms, have been done or taken and the execution and delivery of this Supplemental Agreement No. 1 have been in all respects duly authorized.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises and the mutual agreements herein contained, and for other consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

SECTION 1. Supplement to Original Fiscal Agent Agreement. In accordance with the provisions of Section 5.17 and 8.01 of the Original Fiscal Agent Agreement, the Original Fiscal Agent Agreement is hereby amended by adding a new article thereto, to be designated as Article X. Such Article X shall read in its entirety as follows:

ARTICLE X

2021 BONDS

Section 10.01. Definitions. The Original Fiscal Agent Agreement is amended to add and/or modify the following definitions to Section 1.03.

“Article X” means this Article X which has been incorporated in and made a part of this Agreement pursuant to Supplemental Agreement No. 1, together with all amendments of and supplements to this Article X entered into pursuant to the provisions of Section 8.01.

“Closing Date” means with respect to each series of Bonds, the date upon which there is a physical delivery of the Bonds in exchange for the amount representing the purchase price of the Bonds by the Original Purchaser thereof, for the 2021 Bonds being _____, 2021.

“Continuing Disclosure Certificate” means (i) with respect to the 2020 Bonds, the Continuing Disclosure Certificate, dated as of September 17, 2020, by and among the City and Willdan Financial Services, and (ii) with respect to the 2021 Bonds, the Continuing Disclosure Certificate, dated as of _____ 1, 2021, by and among the City and Willdan Financial

Services in its capacity as Dissemination Agent, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

"Interest Payment Dates" means (i) with respect to the 2020 Bonds, March 1 and September 1 of each year, commencing March 1, 2020, and (ii) with respect to the 2021 Bonds, March 1 and September 1 of each year, commencing September 1, 2021.

"Supplemental Agreement No. 1" means Supplemental Agreement No. 1 to Fiscal Agent Agreement, dated as of _____ 1, 2021, between the City, for and on behalf of the District, and the Fiscal Agent.

"2021 Bonds" means the City of Roseville The Ranch at Sierra Vista Community Facilities District No. 1 (Public Facilities) Special Tax Bonds, Series 2021, authorized to be issued under Section 10.02.

"2021 Capitalized Interest Account" means the account by that name established in Section 3(C) of this Supplemental Agreement No. 1.

"2021 Costs of Issuance" means items of expense payable or reimbursable directly or indirectly by the City and related to the authorization, sale and issuance of the 2021 Bonds, which items of expense shall include, but not be limited to, printing costs, costs of reproducing and binding documents, closing costs, filing and recording fees, initial fees, expenses and charges of the Fiscal Agent including its first annual administration fee, expenses incurred by the City in connection with the issuance of the 2021 Bonds, financial advisor fees, 2021 Bond (underwriter's) discount or underwriting fee, legal fees and charges, including bond counsel, disclosure counsel, charges for execution, transportation and safekeeping of the 2021 Bonds and other costs, charges and fees in connection with the foregoing.

"2021 Costs of Issuance Fund" means the fund by that name established and held by the Fiscal Agent pursuant to Section 10.07.

"2021 Improvement Account" means the account by that name established in Section 3(B) of this Supplemental Agreement No. 1.

"2021 Reserve Account of the Reserve Fund" means the account by that name established in Section 10.06(B).

"Term 2021 Bonds" means the 2021 Bonds maturing September 1, 20____ and September 1, 20____.

Section 10.02. Authorization of 2021 Bonds. 2021 Bonds in the aggregate principal amount of \$_____ are hereby authorized to be issued as Additional Bonds under and subject to the terms of this Agreement, the Act, and other applicable laws of the State of California.

Section 10.03. Terms of 2021 Bonds.

(A) Form; Denominations. The 2021 Bonds shall be issued as fully registered Bonds without coupons in the denomination of \$5,000 or any integral multiple of \$5,000 in excess thereof.

(B) Date of Bonds. The 2021 Bonds shall be dated the Closing Date for the 2021 Bonds.

(C) CUSIP Identification Numbers. "CUSIP" identification numbers shall be imprinted on the 2021 Bonds, but such numbers shall not constitute a part of the contract evidenced by the 2021 Bonds and any error or omission with respect thereto shall not constitute cause for refusal of any purchaser to accept delivery of and pay for the 2021 Bonds. In addition, failure on the part of the City or the Fiscal Agent to use such CUSIP numbers in any notice to Owners shall not constitute an event of default or any violation of the City's contract with such Owners and shall not impair the effectiveness of any such notice.

(D) Maturities, Interest Rates. The 2021 Bonds shall mature and become payable on September 1 in each of the years, and shall bear interest at the rates per annum (based on a 360-day year composed of 12 30-day months) as follows:

Maturity (Sept. 1)	Principal Amount	Interest Rate	CUSIP [†] (777870)
-----------------------	---------------------	------------------	--------------------------------

(E) Interest and Method of Payment. Interest on the 2021 Bonds shall be payable as provided in Section 2.02(E) of this Agreement, with the Closing Date as used therein being the Closing Date as defined in Section 1.02, and payments shall be made on the 2021 Bonds as provided in Section 2.02(F), with the first Interest Payment Date being September 1, 2021.

Section 10.04. Redemption of 2021 Bonds.

(A) Redemption. (i) *Optional Redemption*. The 2021 Bonds may be redeemed prior to maturity at the option of the City from any source of available funds other than prepayment of the Special Tax by property owners, as a whole or in part, on any date on and after September 1, _____ at the following respective redemption prices (expressed as percentages of the principal amount of the 2021 Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

Redemption

<u>Redemption Dates</u>	<u>Price</u>
September 1, _____ through August 31, _____	103%
September 1, _____ through August 31, _____	102
September 1, _____ through August 31, _____	101
September 1, _____ and any date thereafter	100

(ii) *Mandatory Redemption From Prepayments.* The 2021 Bonds shall be subject to mandatory redemption from prepayments of the Special Tax by property owners on any Interest Payment Date, in whole or in part among maturities, and by lot within a maturity, and among the 2020 Bonds, 2021 Bonds and any Additional Bonds, as shall be specified by the City, at the following respective redemption prices (expressed as percentages of the principal amount of the 2021 Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

<u>Redemption Dates</u>	<u>Redemption Price</u>
March 1, 2021 through and including March 1, _____	103%
September 1, _____ and March 1, _____	102
September 1, _____ and March 1, _____	101
September 1, _____ and any Interest Payment Date thereafter	100

(iii) *Mandatory Sinking Payment Redemption.* The Term 2021 Bonds maturing September 1, _____ are subject to mandatory sinking payment redemption in part on September 1, _____ and on each September 1 thereafter to maturity, by lot, at a redemption price equal to 100% of the principal amount thereof to be redeemed, without premium, in the aggregate respective principal amounts as set forth in the following table:

Mandatory Redemption Date (Sept. 1)	Sinking Fund Payment
---	-------------------------

(maturity)

The Term 2021 Bonds maturing September 1, _____ are subject to mandatory sinking payment redemption in part on September 1, _____ and on each September 1 thereafter to maturity, by lot, at a redemption price equal to 100% of the principal amount thereof to be redeemed, without premium, in the aggregate respective principal amounts as set forth in the following table:

Mandatory Redemption Date (Sept. 1)	Sinking Fund Payment
---	-------------------------

(maturity)

The amounts in the foregoing table shall be reduced pro rata, in order to maintain substantially uniform debt service, as a result of any prior partial optional redemption or mandatory redemption of the 2021 Bonds as directed by the City in an Officer's Certificate.

In lieu of redemption under this Section 10.04, moneys in the Bond Fund may be used and withdrawn by the Fiscal Agent for purchase of Outstanding 2021 Bonds, upon the filing with the Fiscal Agent of an Officer's Certificate requesting such purchase, at public or private sale as and when, and at such prices (including brokerage and other charges) as such Officer's Certificate may provide, but in no event may 2021 Bonds be purchased at a price in excess of the principal amount thereof, plus interest accrued to the date of purchase.

(B) Notice to Fiscal Agent. The City shall give the Fiscal Agent an Officer's Certificate containing notice of its intention to redeem 2021 Bonds pursuant to subsections (A)(i) and (A)(ii) not less than 45 days prior to the applicable redemption date, unless waived by the Fiscal Agent.

(C) Purchase of Bonds in Lieu of Redemption. In lieu of redemption under Section 10.04(A), moneys in the Bond Fund may be used and withdrawn by the Fiscal Agent for purchase of Outstanding 2021 Bonds, upon the filing with the Fiscal Agent of an Officer's Certificate requesting such purchase, at public or private sale as and when, and at such prices (including brokerage and other charges) as such Officer's Certificate may provide, but in no event may 2021 Bonds be purchased at a price in excess of the principal amount thereof, plus interest accrued to the date of purchase and any premium which would otherwise be due if such 2021 Bonds were to be redeemed in accordance with this Agreement.

(D) Redemption Procedure by Fiscal Agent. The Fiscal Agent shall cause notice of any redemption to be mailed by electronic or first class mail, postage prepaid, at least 20 days but not more than 60 days prior to the date fixed for redemption, to the Securities Depositories and to the Municipal Securities Rulemaking Board, and to the respective registered Owners of any 2021 Bonds designated for redemption, at their addresses appearing on the 2021 Bond registration books in the Principal Office of the Fiscal Agent; but such mailing shall not be a condition precedent to such redemption and failure to mail or to receive any such notice, or any defect therein, shall not affect the validity of the proceedings for the redemption of such 2021 Bonds.

Such notice shall state the redemption date and the redemption price and, if less than all of the then Outstanding 2021 Bonds are to be called for redemption, shall designate the CUSIP numbers and 2021 Bond numbers of the 2021 Bonds to be redeemed by giving the individual CUSIP number and 2021 Bond number of each 2021 Bond to be redeemed or shall state that all 2021 Bonds between two stated 2021 Bond numbers, both inclusive, are to be redeemed or that all of the 2021 Bonds of one or more maturities have been called for redemption, shall state as to any 2021 Bond called in part the principal amount thereof to be redeemed, and shall require that such 2021 Bonds be then surrendered at the Principal Office of the Fiscal Agent for redemption at the said redemption price, and shall state that further interest on such 2021 Bonds will not accrue from and after the redemption date.

The City has the right to rescind any notice of the optional redemption of 2021 Bonds under Section 10.04(A)(i) by written notice to the Fiscal Agent on or prior to two Business Days prior to the date fixed for redemption. Any notice of redemption shall be cancelled and annulled if for any reason funds will not be or are not available on the date fixed for redemption for the payment in full of the 2021 Bonds then called for redemption, and such cancellation shall not constitute an event of default. The City and the Fiscal Agent have no liability to the Owners or any other party related to or arising from such rescission of redemption. The Fiscal

Agent shall mail notice of such rescission of redemption in the same manner as the original notice of redemption was sent under this Section.

Upon the payment of the redemption price of 2021 Bonds being redeemed, each check or other transfer of funds issued for such purpose shall, to the extent practicable, bear the CUSIP number identifying, by issue and maturity, of the 2021 Bonds being redeemed with the proceeds of such check or other transfer.

Whenever provision is made in this Agreement for the redemption of less than all of the 2021 Bonds of any maturity, the Fiscal Agent shall select the 2021 Bonds to be redeemed, from all 2021 Bonds or such given portion thereof of such maturity by lot in any manner which the Fiscal Agent in its sole discretion shall deem appropriate.

Upon surrender of 2021 Bonds redeemed in part only, the City shall execute and the Fiscal Agent shall authenticate and deliver to the registered Owner, at the expense of the City, a new 2021 Bond or 2021 Bonds, of the same series and maturity, of authorized denominations in aggregate principal amount equal to the unredeemed portion of the 2021 Bond or 2021 Bonds.

(E) Effect of Redemption. From and after the date fixed for redemption, if funds available for the payment of the principal of, and interest and any premium on, the 2021 Bonds so called for redemption shall have been deposited in the Bond Fund, such 2021 Bonds so called shall cease to be entitled to any benefit under this Agreement other than the right to receive payment of the redemption price, and no interest shall accrue thereon on or after the redemption date specified in such notice.

All 2021 Bonds redeemed and purchased by the Fiscal Agent pursuant to this Section shall be canceled by the Fiscal Agent. The Fiscal Agent shall destroy the canceled 2021 Bonds and issue a certificate of destruction thereof to the City.

Section 10.05. Form of 2021 Bonds; Authentication and Delivery.

(A) Form of 2021 Bonds. The 2021 Bonds, the form of Fiscal Agent's certificate of authentication, and the form of assignment to appear thereon, shall be substantially in the respective forms set forth in Exhibit C attached hereto and by this reference incorporated herein, with necessary or appropriate variations, omissions and insertions, as permitted or required by this Agreement and the Act.

(B) Execution of 2021 Bonds. The 2021 Bonds shall be executed on behalf of the City by the Mayor and the City Clerk of the City who are in office on the date of adoption of this Agreement or at any time thereafter, and the seal of the City shall be impressed, imprinted or reproduced by facsimile signature thereon. If any officer whose signature appears on any 2021 Bond ceases to be such officer before delivery of the 2021 Bonds to the Owner, such signature shall nevertheless be as effective as if the officer had remained in office until the delivery of the 2021 Bonds to the Owner. Any 2021 Bond may be signed and attested on behalf of the City by such persons as at the actual date of the execution of such 2021 Bond shall be the proper officers of the City although at the nominal date of such 2021 Bond any such person shall not have been such officer of the City.

Only such of the 2021 Bonds as shall bear thereon a certificate of authentication in the form set forth in Exhibit C, manually executed and dated by the Fiscal Agent, shall be valid or obligatory for any purpose or entitled to the benefits of this Agreement, and such certificate of

the Fiscal Agent shall be conclusive evidence that such 2021 Bonds have been duly authenticated and delivered hereunder and are entitled to the benefits of this Agreement.

(C) Authentication and Delivery of 2021 Bonds. At any time after the execution of Supplemental Agreement No. 1 and delivery by the City of an Officer's Certificate that the requirements of Section 5.17 for the issuance of the 2021 Bonds as Additional Bonds have been met, the City may issue the 2021 Bonds for the District in the aggregate principal amount set forth in Section 10.02 and deliver the 2021 Bonds to the Original Purchaser. The Authorized Officers of the City are hereby authorized and directed to deliver any and all documents and instruments necessary to cause the issuance of the 2021 Bonds in accordance with the provisions of the Act and this Agreement, as supplemented by Supplemental Agreement No. 1, to authorize the payment of 2021 Costs of Issuance and costs of the Project by the Fiscal Agent from the proceeds of the 2021 Bonds and to do and cause to be done any and all acts and things necessary or convenient for delivery of the 2021 Bonds to the Original Purchaser. The provisions of Sections 2.06 through 2.13 of the Original Fiscal Agent Agreement shall apply to the 2021 Bonds in a like manner as applied to the 2021 Bonds.

Section 10.06. Application of Proceeds of Sale of 2021 Bonds.

(A) The proceeds of the purchase of the 2021 Bonds by the Original Purchaser in the amount of \$_____, calculated as 100% of the principal amount of the 2021 Bonds, less an underwriter's discount of \$_____ and plus a net original issue premium of \$_____, shall be paid to the Fiscal Agent, who shall forthwith set aside, pay over and deposit such proceeds on the Closing Date as follows:

(i) Deposit in the 2021 Improvement Account of the Improvement Fund \$_____;

(ii) Deposit in the 2021 Reserve Account of the Reserve Fund \$_____, which is equal to the amount needed to be added to the Reserve Fund for the amount therein to equal the Reserve Requirement of \$_____, on the date of issuance of the 2021 Bonds;

(iii) Deposit in the 2021 Capitalized Interest Account of the Bond Fund \$_____; and

(iv) Deposit in the 2021 Costs of Issuance Fund \$_____.

(B) In accordance with Section 4.03(A), the Fiscal Agent shall establish a separate subaccount within the Reserve Fund known as the "2021 Reserve Account," into which the amounts set forth in Section 10.06(A)(ii) shall be deposited. The 2021 Reserve Account shall be held by the Fiscal Agent within the Reserve Fund, and administered as set forth in the Agreement. Amounts available in the 2021 Reserve Account shall be available to pay interest and principal on the 2021 Bonds in accordance with this Agreement.

(C) The Fiscal Agent may, in its discretion, establish a temporary fund or account in its books and records to facilitate transfers required under this Section 10.06.

Section 10.07. 2021 Costs of Issuance Fund. There is hereby established a separate fund to be known as the "2021 Costs of Issuance Fund", which shall be held by the Fiscal Agent in trust. Amounts in the Costs of Issuance Fund shall be disbursed from time to time to pay

2021 Costs of Issuance, as set forth in an Officer's Certificate containing respective amounts to be paid to the designated payees, signed by an Authorized Officer and delivered to the Fiscal Agent. The Fiscal Agent shall pay all 2021 Costs of Issuance upon receipt of an invoice from any such payee which requests payment in an amount which is less than or equal to the amount set forth with respect to such payee in such Officer's Certificate, or upon receipt of an Officer's Certificate requesting payment of a 2021 Costs of Issuance not listed on the initial Officer's Certificate delivered to the Fiscal Agent on the Closing Date. The Fiscal Agent shall maintain the 2021 Costs of Issuance Fund until 60 days after the Closing Date, and shall transfer any moneys remaining therein on such date, including any investment earnings thereon, to the 2021 Improvement Account. Thereafter, every invoice received by the Fiscal Agent shall be paid from amounts on deposit in the 2021 Improvement Account and the Fiscal Agent shall close the 2021 Costs of Issuance Fund. Moneys in the 2021 Costs of Issuance Fund shall be invested and deposited in accordance with Section 6.01. Interest earnings and profits resulting from said investment shall be retained by the Fiscal Agent in the 2021 Costs of Issuance Fund to be used for the purposes of such fund.

Section 10.08. Procedure for Disbursement of 2021 Improvement Account.

(A) Disbursements. Disbursements from the 2021 Improvement Account shall be made by the Fiscal Agent according to the procedure set forth in Section 3.04, and an Officer's Certificate substantially in the form of Exhibit B to the Agreement (except that in such Officer's Certificate, reference shall be made to the 2021 Improvement Account and to the 2021 Bonds).

(B) Investment. Moneys in the Improvement Fund and the accounts established thereunder shall be invested and deposited in accordance with Section 6.01. Interest earnings and profits from the investment of amounts in the Improvement Fund shall be retained by the Fiscal Agent in the Improvement Fund to be used for the purposes of the Improvement Fund.

(C) Closing of Fund. Upon the filing of an Officer's Certificate stating that the portion of the Project to be financed from the Improvement Fund and the accounts established thereunder has been completed and that all costs of such portion of the Project have been paid or are not required to be paid from the Improvement Fund, the Fiscal Agent shall transfer the amount, if any, remaining in the Improvement Fund to the Bond Fund for application to the payment of principal of and interest on the Bonds in accordance with Section 4.02 and the Improvement Fund shall be closed.

Section 10.09. Security for 2021 Bonds. The 2021 Bonds shall be Additional Bonds which shall be secured in the manner and to the extent set forth in Articles IV and V, and in this Article X.

Section 10.10. Effect of this Article X. Except as in this Article X expressly provided or except to the extent inconsistent with any provision of this Article X, the 2021 Bonds shall be deemed to be "Bonds" under and within the meaning of Section 1.03, and every term and condition contained in the foregoing provisions of this Agreement shall apply to the 2021 Bonds with full force and effect, with such omissions, variations and modifications thereof as may be appropriate to make the same conform to this Article X.

SECTION 2. Attachment of Exhibit C. The Original Fiscal Agent Agreement is hereby further amended by incorporating therein an Exhibit C setting forth the form of the 2021 Bonds, which shall read in its entirety as set forth in Exhibit A attached hereto and hereby made a part hereof.

SECTION 3. Additional Amendments to Original Fiscal Agent Agreement. The Original Fiscal Agent Agreement was previously amended and is hereby further amended as follows:

(A) Section 2.06 of the Agreement was amended in 2020 by adding an additional paragraph thereto at the beginning of the Section which reads as follows:

“Prior to any transfer of the Bonds outside the book-entry system (including, but not limited to, the initial transfer outside the book-entry system) the transferor shall provide or cause to be provided to the Fiscal Agent all information necessary to allow the Fiscal Agent to comply with any applicable tax reporting obligations, including without limitation any cost basis reporting obligations under Internal Revenue Code Section 6045, as amended. The Fiscal Agent shall conclusively rely on the information provided to it and shall have no responsibility to verify or ensure the accuracy of such information.”

(B) Section 3.04(A) of the Agreement is hereby amended by adding thereto, as a new third sentence thereof, the following: “There is also hereby created within the Improvement Fund a separate account designated as the “2021 Improvement Account” of the Improvement Fund, which account is hereby established for purposes of accounting for the use and disposition of 2021 Bond proceeds directed to the Improvement Fund pursuant to Section 10.06 and 10.08.

(C) Section 4.02(A) of the Agreement is hereby amended by adding thereto, as a new last sentence of the first paragraph thereof, the following: “There is also hereby created within the Bond Fund a “2021 Capitalized Interest Account” which account is hereby established for purposes of accounting for the disposition of 2021 Bonds, a portion of the proceeds of which will be deposited to such 2021 Capitalized Interest Account pursuant to Section 10.06. The amount deposited to the 2021 Capitalized Interest Account and any investment earnings thereon shall be used solely to make payments on the 2021 Bonds, and the amount deposited to the 2021 Capitalized Interest Account and any investment earnings thereon shall be applied solely to make payments on the 2021 Bonds as follows:

March 1, 20____ and
September 1, 20____:

The amount necessary, taking into account any amounts then on deposit in the Bond Fund available for such purpose, to pay interest on the 2021 Bonds on the Interest Payment Date which occurs on such dates.

(D) The first paragraph of Section 4.03(A) is amended to add a new second paragraph as follows:

Establishment of 2021 Reserve Account of the Reserve Fund. There is hereby established as a separate account within the Reserve Fund to be held by the Fiscal Agent, the 2021 Reserve Account, to the credit of which a deposit shall be made as required by Section 10.06(A)(ii) and deposits shall be made as applicable to each Series as provided in Section 3.03(B). Moneys in the 2021 Reserve Account shall be held in trust by the Fiscal Agent for the benefit of the Owners of the 2021 Bonds for the payment of principal of, and interest on, all Outstanding 2021 Bonds and shall be subject to a lien in favor of the Owners of the 2021 Bonds on an equal basis.

(E) The second paragraph of Section 8.01 of the Agreement is amended by deleting the period at the end of clause (D) thereof and by inserting therein, in lieu thereof, the following: “; and (E) in connection with the issuance of Additional Bonds under Section 5.17 hereof.”

(F) References in the Original Fiscal Agent Agreement to the 2020 Bonds or 2021 Bonds which, if the context requires reference to the 2020 Bonds, 2021 Bonds and any Additional Bonds in order to maintain the parity relationship of the 2020 Bonds, 2021 Bonds and any Additional Bonds and the security therefor, shall be deemed to refer to “Bonds” as defined in the Original Fiscal Agent Agreement rather than “2020 Bonds,” or “2021 Bonds.”

(G) Article V of the Agreement is hereby amended by adding thereto, as a new and additional section, designates Section 5.19, the following:

“Section 5.19. No Enforced Sanctions. The City covenants and represents that (i) neither it nor any of its subdivisions affiliates, subsidiaries, directors or officers are the target or subject of any sanctions enforced by the US Government, (including, the Office of Foreign Assets Control of the US Department of the Treasury (“OFAC”)), the United Nations Security Council, the European Union, HM Treasury, or other relevant sanctions authority (collectively “Sanctions”); and (ii) neither it nor any of its subdivisions affiliates, subsidiaries, directors or officers will use any payments made pursuant to this Agreement (i) to fund or facilitate any activities of or business with any person who, at the time of such funding or facilitation, is the subject or target of Sanctions, (ii) to fund or facilitate any activities of or business with any country or territory that is the target or subject of Sanctions, or (iii) in any other manner that will result in a violation of Sanctions by any person.”

SECTION 4. Partial Invalidity. If any section, paragraph, sentence, clause or phrase of this Supplemental Agreement No. 1 shall for any reason be held illegal, invalid or unenforceable, such holding shall not affect the validity of the remaining portions of this Supplemental Agreement No. 1. The City hereby declares that it would have entered into this Supplemental Agreement No. 1 and each and every other Section, paragraph, sentence, clause or phrase hereof and authorized the issue of the 2021 Bonds pursuant thereto irrespective of the fact that any one or more Sections, paragraphs, sentences, clauses, or phrases of this Supplemental Agreement No. 1 may be held illegal, invalid or unenforceable.

SECTION 5. Execution in Counterparts. This Supplemental Agreement No. 1 may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 6. Governing Law. This Supplemental Agreement No. 1 shall be construed and governed in accordance with the laws of the State of California applicable to contracts made and performed in such State.

IN WITNESS WHEREOF, the City and the Fiscal Agent have caused this Supplemental Agreement No. 1 to Fiscal Agent Agreement to be executed as of _____ 1, 2021.

CITY OF ROSEVILLE, a municipal corporation,
for and on behalf of the City of Roseville The
Ranch at Sierra Vista Community Facilities
District No. 1 (Public Facilities)

**THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A.**, as *Fiscal Agent*

By: _____
DOMINICK CASEY
City Manager

By: _____
Vice President

ATTEST:

By: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

By: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

By: _____
DENNIS KAUFFMAN
Assistant City Manager/Chief Financial Officer

EXHIBIT A TO SUPPLEMENTAL AGREEMENT NO. 1 TO FISCAL AGENT AGREEMENT

**EXHIBIT C
FORM OF 2021 BONDS**

**UNITED STATES OF AMERICA
STATE OF CALIFORNIA**

No. _____

\$ _____

**CITY OF ROSEVILLE
SVSP WESTPARK-FEDERICO
COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES)
SPECIAL TAX BOND
SERIES 2021**

INTEREST RATE	MATURITY DATE	BOND DATE	CUSIP
	September 1, _____	_____, 2021	777870 _____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS

The City of Roseville (the "City") for and on behalf of the City of Roseville The Ranch at Sierra Vista Community Facilities District No. 1 (Public Facilities) (the "District"), for value received, hereby promises to pay solely from the Special Tax (as hereinafter defined) to be collected in the District or amounts in certain funds and accounts held under the Agreement (as hereinafter defined), to the Registered Owner named above, or registered assigns (the "Owner"), on the Maturity Date set forth above, unless redeemed prior thereto as hereinafter provided, the Principal Amount set forth above, and to pay interest on such principal amount from the Bond Date shown above, or from the most recent Interest Payment Date (as hereinafter defined) to which interest has been paid or duly provided for, semiannually on March 1 and September 1, commencing _____ 1, 2021 (the "Interest Payment Dates"), at the Interest Rate set forth above, until the principal amount hereof is paid or made available for payment. The principal of this 2021 Bond is payable to the Owner hereof in lawful money of the United States of America upon presentation and surrender of this 2021 Bond at a designated corporate trust office of The Bank of New York Mellon Trust Company, N.A. (the "Fiscal Agent"). Interest on this 2021 Bond shall be paid by check of the Fiscal Agent mailed by first class mail on each Interest Payment Date to the Owner hereof as of the close of business on the 15th day of the month preceding the month in which the Interest Payment Date occurs (the "Record Date") at such Owner's address as it appears on the registration books maintained by the Fiscal Agent, or by wire transfer made on such Interest Payment Date upon written instructions delivered to the Fiscal Agent by the applicable Record Date of any Owner of \$1,000,000 or more in aggregate principal amount of 2021 Bonds.

This 2021 Bond is one of a duly authorized issue of bonds approved by resolution of the City Council of the City on _____, 2021 (the "Resolution"), pursuant to the Mello-Roos

Community Facilities Act of 1982, as amended, Sections 53311, *et seq.*, of the California Government Code (the "Mello-Roos Act") for the purpose of providing moneys for the construction and acquisition of improvements within the District, and is one of the bonds designated "City of Roseville The Ranch at Sierra Vista Community Facilities District No. 1 (Public Facilities) Special Tax Bonds Series 2021" (the "2021 Bonds"). The issuance of the 2021 Bonds and the terms and conditions thereof are provided for by a Fiscal Agent Agreement, dated as of September 1, 2020, as amended and supplemented, including by Supplemental Agreement No. 1 to Fiscal Agent Agreement dated as of _____ 1, 2021 (together, the "Agreement"), by and between the City and the Fiscal Agent and this reference incorporates the Agreement, as supplemented, herein, and by acceptance hereof the Owner of this 2021 Bond assents to said terms and conditions. The Agreement is authorized under, this 2021 Bond is issued under and both are to be construed in accordance with, the laws of the State of California.

Pursuant to the Mello-Roos Act, the Agreement and the Resolution, the principal of and interest on this 2021 Bond are payable, on parity with bonds previously issued by the City for the District in 2020, solely from the annual special tax authorized under the Mello-Roos Act to be collected within the District (the "Special Tax") and certain funds held under the Agreement.

Interest on this 2021 Bond shall be payable from the Interest Payment Date next preceding the date of authentication hereof, unless (i) it is authenticated on an Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or (ii) such date of authentication is after a Record Date but on or prior to an Interest Payment Date, in which event interest will be payable from such Interest Payment Date, or (iii) such date of authentication is prior to the first Record Date, in which event interest will be payable from the 2021 Bond Date shown above; provided however, that if at the time of authentication of this 2021 Bond, interest is in default hereon, this 2021 Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment hereon.

Any tax for the payment hereof shall be limited to the Special Tax, except to the extent that provision for payment has been made by the City as may be permitted by law. The 2021 Bonds do not constitute obligations of the City for which the City is obligated to levy or pledge, or has levied or pledged, general or special taxation other than described herein above.

The 2021 Bonds may be redeemed prior to maturity at the option of the City from any source of available funds other than prepayment of the Special Tax by property owners, as a whole or in part, on any date on and after September 1, _____ at the following respective redemption prices (expressed as percentages of the principal amount of the 2021 Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

<u>Redemption Dates</u>	<u>Redemption Price</u>
September 1, _____ through August 31, _____	103%
September 1, _____ through August 31, _____	102
September 1, _____ through August 31, _____	101
September 1, _____ and any date thereafter	100

The 2021 Bonds shall be subject to mandatory redemption from prepayments of the Special Tax by property owners on any Interest Payment Date, in whole or in part among maturities, and by lot within a maturity as shall be specified by the City, at the following

respective redemption prices (expressed as percentages of the principal amount of the 2021 Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

<u>Redemption Dates</u>	<u>Redemption Price</u>
March 1, 2021 through and including March 1, _____	103%
September 1, _____ and March 1, _____	102
September 1, _____ and March 1, _____	101
September 1, _____ and any Interest Payment Date thereafter	100

The Term 2021 Bonds maturing September 1, _____ are subject to mandatory sinking payment redemption in part on September 1, _____ and on each September 1 thereafter to maturity, by lot, at a redemption price equal to 100% of the principal amount thereof to be redeemed, without premium, in the aggregate respective principal amounts as set forth in the following table:

<u>Mandatory Redemption Date (Sept. 1)</u>	<u>Sinking Fund Payment</u>
(maturity)	

The Term 2021 Bonds maturing September 1, _____ are subject to mandatory sinking payment redemption in part on September 1, _____ and on each September 1 thereafter to maturity, by lot, at a redemption price equal to 100% of the principal amount thereof to be redeemed, without premium, in the aggregate respective principal amounts as set forth in the following table:

<u>Mandatory Redemption Date (Sept. 1)</u>	<u>Sinking Fund Payment</u>
(maturity)	

The amounts in the foregoing table shall be reduced pro rata, in order to maintain substantially uniform debt service, as a result of any prior partial optional redemption or mandatory redemption of the 2021 Bonds as directed by the City in an Officer's Certificate.

Notice of redemption with respect to the 2021 Bonds to be redeemed shall be given to the Owners thereof, in the manner, to the extent and subject to the provisions of the Agreement.

This 2021 Bond shall be registered in the name of the Owner hereof, as to both principal and interest. Each registration and transfer of registration of this 2021 Bond shall be entered by the Fiscal Agent in books kept by it for this purpose and authenticated by its manual signature upon the certificate of authentication endorsed hereon.

No transfer or exchange hereof shall be valid for any purpose unless made by the registered owner, by execution of the form of assignment endorsed hereon, and authenticated as herein provided, and the principal hereof, interest hereon and any redemption premium shall be payable only to the registered owner or to such Owner's order. The Fiscal Agent shall

require the Owner requesting transfer or exchange to pay any tax or other governmental charge required to be paid with respect to such transfer or exchange. No transfer or exchange hereof shall be required to be made (i) within 15 days prior to the date established by the Fiscal Agent for selection of 2021 Bonds for redemption or (ii) with respect to a 2021 Bond after such 2021 Bond has been selected for redemption.

The Agreement and the rights and obligations of the City thereunder may be modified or amended as set forth therein. The principal of the 2021 Bonds is not subject to acceleration upon a default under the Agreement or any other document.

This 2021 Bond shall not become valid or obligatory for any purpose until the certificate of authentication hereon endorsed shall have been dated and manually signed by the Fiscal Agent.

It is hereby certified, recited and declared that all acts, conditions and things required by law to exist, happen and be performed precedent to and in the issuance of this 2021 Bond have existed, happened and been performed in due time, form and manner as required by law, and that the amount of this 2021 Bond, together with all other indebtedness of the City, does not exceed any debt limit prescribed by the laws or Constitution of the State of California.

Unless this 2021 Bond is presented by an authorized representative of The Depository Trust Company to the Fiscal Agent for registration of transfer, exchange or payment, and any 2021 Bond issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

IN WITNESS WHEREOF, the City of Roseville has caused this 2021 Bond to be dated _____, 2021, to be signed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk.

CITY OF ROSEVILLE

By: _____
Mayor

Attested:

By: _____
City Clerk

FISCAL AGENT'S CERTIFICATE OF AUTHENTICATION

This is one of the 2021 Bonds described in the Resolution and the Agreement.

Dated: _____, 2021

**THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A., as *Fiscal Agent***

By: _____
Authorized Signatory

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned do(es) hereby sell, assign and transfer unto

(Name, address and Tax identification Number of Assignee)

the within-mentioned registered Bond and hereby irrevocably constitute(s) and appoint(s)

_____, attorney, _____
to transfer the same on the registration books of the Fiscal Agent with full power of substitution
in the premises.

Dated: _____

Signature Guaranteed:

NOTE: Signature(s) must be guaranteed by a
member firm of the New York Stock Exchange or a
commercial bank or trust company.

NOTE: The signature(s) on this Assignment must
correspond with the name(s) as written on the face of
the within Bond in every particular without alteration
or enlargement or any change whatsoever.

\$ _____
CITY OF ROSEVILLE
THE RANCH AT SIERRA VISTA COMMUNITY FACILITIES DISTRICT NO. 1
(PUBLIC FACILITIES)
SPECIAL TAX BONDS
SERIES 2021

BOND PURCHASE AGREEMENT

_____, 2021

City of Roseville
311 Vernon Street,
Roseville, California 95678

Ladies and Gentlemen:

Stifel, Nicolaus & Company, Incorporated (the “**Underwriter**”), acting not as a fiduciary or agent for you, but on behalf of the Underwriter, offers to enter into this Bond Purchase Agreement (the “**Purchase Agreement**”) with the City of Roseville, California (the “**City**”) acting on behalf of The Ranch at Sierra Vista Community Facilities District No. 1 (Public Facilities) (the “**District**”) which, upon acceptance, will be binding upon the City and upon the Underwriter. This offer is made subject to acceptance of it by the City on the date hereof, and if not accepted will be subject to withdrawal by the Underwriter upon notice delivered to the City at any time prior to the acceptance hereof by the City.

The City acknowledges and agrees that: (i) the purchase and sale of the Bonds (defined below) pursuant to this Purchase Agreement is an arm’s-length commercial transaction between the City and the Underwriter; (ii) in connection therewith and with the discussions, undertakings and procedures leading up to the consummation of such transaction, the Underwriter is and has been acting solely as principal and is not acting as a Municipal Advisor (as defined in Section 15B of the Securities Exchange Act of 1934, as amended); (iii) the Underwriter has not assumed an advisory or fiduciary responsibility in favor of the City with respect to the offering contemplated hereby or the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the City on other matters); and (iv) the City has consulted its own legal, financial and other advisors to the extent it has deemed appropriate for this transaction.

1. Purchase, Sale and Delivery of the Bonds.

(a) Subject to the terms and conditions and in reliance upon the representations, warranties and agreements set forth herein, the Underwriter agrees to purchase from the City, and the City agrees to sell to the Underwriter, all (but not less than all) of the City of Roseville The Ranch at Sierra Vista Community Facilities District No. 1 (Public Facilities) Special Tax Bonds, Series 2021 (the “**Bonds**”) in the aggregate principal amount specified in Exhibit A hereto. The Bonds shall be

dated the Closing Date (hereinafter defined), and bear interest from said date (payable semiannually on March 1 and September 1 in each year, commencing March 1, 2021) at the rates per annum and maturing on the dates and in the amounts set forth in Exhibit A hereto. The purchase price for the Bonds shall be the amount specified as such in Exhibit A hereto.

(b) The Bonds shall be substantially in the form described in, shall be issued and secured under the provisions of, and shall be payable and subject to redemption as provided in, the Fiscal Agent Agreement dated as of September 1, 2020, as amended and supplemented by a Supplemental Agreement No. 1 to Fiscal Agent Agreement dated as of December 1, 2021, (collectively, the “**Fiscal Agent Agreement**”), each by and between the City and The Bank of New York Mellon Trust Company, N.A., as fiscal agent (the “**Fiscal Agent**”), approved by a resolution adopted by the City Council of the City (the “**City Council**”), acting as the legislative body of the District, on _____, 2021 (the “**Resolution of Issuance**”). The Bonds and interest thereon will be payable from a special tax (the “**Special Tax**”) levied and collected on the taxable land within the District in accordance with a Resolution of Intention adopted by the City Council on November 28, 2018, and a Resolution of Formation adopted by the City Council on January 16, 2019 (together with the Resolution of Intention, the “**Resolution of Formation**”) on a parity with the City of Roseville The Ranch at Sierra Vista Community Facilities District No. 1 (Public Facilities) Special Tax Bonds Series 2020 (the “**2020 Bonds**”). Proceeds of the sale of the Bonds will be used in accordance with the Fiscal Agent Agreement and the Mello-Roos Community Facilities Act of 1982, as amended (Sections 53311 et seq. of the Government Code of the State of California) (the “**Law**”), to (i) construct and acquire certain public facilities of benefit to the District, (ii) provide for a deposit to a debt service reserve account for the Bonds, (iii) provide capitalized interest for debt service due on the Bonds through September 1, 2021, and (iv) pay costs of issuance of the Bonds. The Resolution of Issuance, the Resolution of Formation, and Ordinance No. 6055, adopted by the City Council on February 20, 2019, are collectively referred to herein as the “**District Resolutions.**”

(c) At or prior to the acceptance hereof by the City, the City shall cause to be delivered to the Underwriter a 15c2-12 Certificate of the City, dated as of the date of this Purchase Agreement (the “**City Certificate**”), in substantially the form attached hereto as Exhibit B, with only such changes therein as shall have been accepted by the Underwriter.

(d) Subsequent to its receipt of the City Certificate deeming the Preliminary Official Statement for the Bonds, dated _____, 2021 (which Preliminary Official Statement, together with the cover page and all appendices thereto, is herein collectively referred to as the “**Preliminary Official Statement**”), final for purposes of Rule 15c2-12 of the Securities and Exchange Commission (“**Rule 15c2-12**”), the Underwriter has distributed copies of the Preliminary Official Statement. The City hereby ratifies the use by the Underwriter of the Preliminary Official Statement and authorizes the Underwriter to use and distribute the final Official Statement dated the date hereof (including all information previously permitted to have been omitted by Rule 15c2-12, and any supplements and amendments thereto as have been approved by the City as evidenced by the execution and delivery of such document by an officer of the City (the “**Official Statement**”), the Fiscal Agent Agreement, the Continuing Disclosure Certificate of the City (the “**City Disclosure Certificate**”), this Purchase Agreement and any other documents or contracts to which the City or the District is a party related to the Bonds, and all information contained therein, and all other documents, certificates and statements furnished by the City to the Underwriter in connection with the transactions contemplated by this Purchase Agreement, in connection with the offer and sale of the Bonds by the Underwriter. The Underwriter hereby agrees to deliver a copy of the Official Statement to the Municipal Securities Rulemaking City Council (the “**MSRB**”) through the

Electronic Municipal Marketplace Access website of the MSRB on or before the Closing Date and otherwise to comply with all applicable statutes and regulations in connection with the offering and sale of the Bonds, including, without limitation, MSRB Rule G-32 and Rule 15c2-12.

(e) At 8:00 A.M., Pacific Daylight Time, on _____, 2021, or at such earlier time or date as shall be agreed upon by the Underwriter and the City (such time and date being herein referred to as the “**Closing Date**”), the City will deliver (i) to the Depository Trust Company in New York, New York, the Bonds in definitive form (all Bonds being in book-entry form registered in the name of Cede & Co. and having the CUSIP numbers assigned to them printed thereon), duly executed by the officers of the City, as provided in the Fiscal Agent Agreement, and (ii) to the Underwriter, at the offices of Jones Hall, A Professional Law Corporation, as bond counsel to the City (“**Bond Counsel**”), or at such other place as shall be mutually agreed upon by the City and the Underwriter, the other documents herein mentioned; and the Underwriter shall accept such delivery and pay the purchase price of the Bonds in immediately available funds (such delivery and payment being herein referred to as the “**Closing**”). Notwithstanding the foregoing, the Underwriter may, in their discretion, accept delivery of the Bonds in temporary form upon making arrangements with the City which are satisfactory to the Underwriter relating to the delivery of the Bonds in definitive form.

2. Public Offering and Establishment of Issue Price.

(a) The Underwriter agrees to make a bona fide public offering of the Bonds at the initial public offering price or prices set forth on the inside cover page of the Final Official Statement (as defined herein) and in Exhibit A hereto and subject Section 2(c) and 2(d) hereof, the Underwriter reserves the right to change such initial public offering prices as the Underwriter deems necessary or desirable, in its sole discretion, in connection with the marketing of the Bonds, and to sell the Bonds to certain dealers (including dealers depositing the Bonds into investment trusts) and others at prices lower than the initial offering prices set forth in the Final Official Statement. A “**bona fide public offering**” shall include an offering to institutional investors or registered investment companies, regardless of the number of such investors to which the Bonds are sold.

(b) The Underwriter agrees to assist the City in establishing the issue price of the Bonds and shall execute and deliver to the City at Closing (defined below) an “**issue price**” or similar certificate, together with copies of supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit I, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the City and Bond Counsel to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds. All actions to be taken by the City under this section to establish the issue price of the Bonds may be taken on behalf of the City by the City’s municipal advisor, First Southwest, a Division of Hilltop Securities Inc. (the “**Municipal Advisor**”) and any notice or report to be provided to the City may be provided to the City’s Municipal Advisor.

(c) Except as otherwise set forth in Exhibit A, the City will treat the first price at which 10% of each maturity of the Bonds (the “**10% test**”), identified under the column “10% Test Used” in Exhibit A, is sold to the public as the issue price of that maturity. At or promptly after the execution of this Purchase Agreement, the Underwriter shall report to the City the price or prices at which it has sold to the public each maturity of Bonds. If at that time the 10% test has not been satisfied as to any maturity of the Bonds, the Underwriter agrees to promptly report to the City the prices at which it sells the unsold Bonds of that maturity to the public. That reporting obligation shall continue, whether or not the Closing Date has occurred, until either (i) the Underwriter has sold

all Bonds of that maturity or (ii) the 10% test has been satisfied as to the Bonds of that maturity, provided that, the Underwriter's reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the City or Bond Counsel. For purposes of this section, if Bonds mature on the same date but have different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of the Bonds.

(d) The Underwriter confirms that it has offered the Bonds to the public on or before the date of this Purchase Agreement at the offering price or prices (the “**initial offering price**”), or at the corresponding yield or yields, set forth in Exhibit A, except as otherwise set forth therein. Exhibit A also sets forth, identified under the column “Hold the Offering Price Rule Used,” as of the date of this Purchase Agreement, the maturities, if any, of the Bonds for which the 10% test has not been satisfied and for which the City and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the City to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the “**hold-the-offering-price rule**”). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

(1) the close of the fifth (5th) business day after the sale date; or

(2) the date on which the Underwriter has sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

(e) The Underwriter shall promptly advise the City when it has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5th) business day after the sale date.

(f) The Underwriter confirms that:

(1) any selling group agreement and any third-party distribution agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(A) (i) to report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter that the 10% test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter, and (ii) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter,

(B) to promptly notify the Underwriter of any sales of Bonds that, to its knowledge, are made to a purchaser who is a related party to an

underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below), and

(C) to acknowledge that, unless otherwise advised by the dealer or broker-dealer, the Underwriter shall assume that each order submitted by the dealer or broker-dealer is a sale to the public.

(2) any selling group agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter or the dealer that the 10% test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter or the dealer, and (B) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter or the dealer and as set forth in the related pricing wires.

(g) The City acknowledges that, in making the representations set forth in this section, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a third-party distribution agreement was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The City further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds.

(h) The Underwriter acknowledges that sales of any Bonds to any person that is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(1) “**public**” means any person other than an underwriter or a related party;

(2) “**underwriter**” means (A) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any

person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the public);

(3) a purchaser of any of the Bonds is a “**related party**” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other); and

(4) “**sale date**” means the date of execution of this Purchase Agreement by all parties.

3. Representations, Warranties and Agreements of the City. The City represents, warrants and covenants to and agrees with the Underwriter that:

(a) The City is a municipal corporation and charter city duly organized and existing under the laws of the State of California (the “**State**”) and has duly authorized the formation of the District pursuant to the Resolution of Formation and the Law. The City Council, as the legislative body of the District, has duly adopted the District Resolutions, and has caused to be recorded in the real property records of Placer County a Notice of Special Tax Lien (the “**Notice of Special Tax Lien**”) (such District Resolutions and Notice of Special Tax Lien being collectively referred to herein as the “**Formation Documents**”). Each of the Formation Documents remains in full force and effect as of the date hereof and has not been amended. The District is duly organized and validly existing as a community facilities district under the laws of the State of California. The City has, and at the Closing Date will have, as the case may be, full legal right, power and authority (i) to execute, deliver and perform its obligations under this Purchase Agreement and the City Disclosure Certificate, and to carry out all transactions on its part contemplated by each of such agreements, (ii) to issue, sell and deliver the Bonds to the Underwriter pursuant to the Resolution of Issuance and the Fiscal Agent Agreement as provided herein, and (iii) to carry out, give effect to and consummate the transactions on its part contemplated by the Formation Documents and by the Fiscal Agent Agreement, this Purchase Agreement, and the City Disclosure Certificate (collectively, the “**District Documents**”) and the Official Statement.

(b) The City has complied, and will at the Closing Date be in compliance, in all material respects, with the Formation Documents and the District Documents, and any immaterial compliance by the City, if any, will not impair the ability of the City to carry out, give effect to or consummate the transactions on its part contemplated by the foregoing. From and after the date of issuance of the Bonds, the City will continue to comply with the covenants of the City contained in the District Documents that are applicable to such time period.

(c) The City Council has duly and validly: (i) adopted the District Resolutions, (ii) called, held and conducted in accordance with all requirements of the Law elections within the District to approve the levy of the Special Tax within the District and the issuance of the Bonds and

recorded the Notice of Special Tax Lien which established a continuing lien on the land within the District securing the payment of the Special Tax, (iii) authorized and approved the execution, delivery and due performance by the City for the District of the Bonds and the District Documents, (iv) authorized the preparation, delivery and distribution of the Preliminary Official Statement and the Official Statement, and (v) authorized and approved the performance by the City of its obligations contained in, and the taking of any and all action as may be necessary to carry out, give effect to and consummate the transactions on its part contemplated by, each of the District Documents (including, without limitation, the collection of the Special Tax), the Bonds and the Official Statement and at the Closing Date, the Formation Documents will be in full force and effect and the District Documents and the Bonds will constitute the valid, legal and binding obligations of the City for the District and (assuming due authorization, execution and delivery by other parties thereto, where necessary) will be enforceable upon the City in accordance with their respective terms, subject to bankruptcy, insolvency, reorganization, moratorium and other laws affecting the enforcement of creditors' rights in general and to the application of equitable principles if equitable remedies are sought.

(d) To the best of the City's knowledge, neither the District nor the City is in breach of or default under any applicable law or administrative rule or regulation of the State or the United States, or of any department, division, agency or instrumentality thereof, or under any applicable court or administrative decree or order, or under any loan agreement, note, resolution, trust agreement, contract, agreement or other instrument to which the District or the City is a party or is otherwise subject or bound, a consequence of which would be to materially and adversely affect the performance by the District or the City of their obligations under the Bonds, the Formation Documents or the District Documents, and compliance with the provisions of each thereof will not conflict with or constitute a breach of or default under any applicable law or administrative rule or regulation of the State or the United States, or of any department, division, agency or instrumentality thereof, or under any applicable court or administrative decree or order, or a material breach of or default under any loan agreement, note, resolution, trust agreement, contract, agreement or other instrument to which the District or the City, as the case may be, is a party or is otherwise subject or bound.

(e) Except for compliance with the blue sky or other states securities law filings, as to which the City makes no representations, all approvals, consents, authorizations, elections and orders of or filings or registrations with any State governmental authority, board, agency or commission having jurisdiction which would constitute a condition precedent to, or the absence of which would materially adversely affect, the performance by the City of its obligations hereunder, or under the Formation Documents or the District Documents, have been obtained and are in full force and effect.

(f) The Special Tax constituting the security for the Bonds has been duly and lawfully authorized and may be levied under the Law, the State Constitution and the applicable laws of the State, and the Special Tax, when levied, will constitute a valid and legally binding continuing lien on the properties on which it has been levied.

(g) The City shall not supplement or amend the Official Statement or cause the Official Statement to be supplemented or amended without the prior written consent of the Underwriter. Until the date which is twenty-five (25) days after the "end of the underwriting period" (as hereinafter defined), if any event shall occur of which the City is aware, as a result of which it may be necessary to supplement the Official Statement in order to make the statements in the Official

Statement, in light of the circumstances existing at such time, not misleading, the City shall forthwith notify the Underwriter of any such event of which it has knowledge and shall cooperate fully in furnishing any information available to it for any supplement to the Official Statement necessary, in the Underwriter's opinion, so that the statements therein as so supplemented will not be misleading in light of the circumstances existing at such time and the City shall promptly furnish to the Underwriter a reasonable number of copies of such supplement. As used herein, the term **"end of the underwriting period"** means the later of such time as (i) the City delivers the Bonds to the Underwriter, or (ii) the Underwriter do not retain, directly or as a member of an underwriting syndicate, an unsold balance of the Bonds for sale to the public. Unless the Underwriter gives notice to the contrary, the "end of the underwriting period" shall be deemed to be the Closing Date. Any notice delivered pursuant to this provision shall be written notice delivered to the City at or prior to the Closing Date, and shall specify a date (other than the Closing Date) to be deemed the "end of the underwriting period."

(h) The Fiscal Agent Agreement creates a valid pledge of the Special Tax Revenues (as defined in the Fiscal Agent Agreement) and the moneys deposited in the Bond Fund and the Reserve Fund established pursuant to the Fiscal Agent Agreement, including the investments thereof, subject in all cases to the provisions of the Fiscal Agent Agreement permitting the application thereof for the purposes and on the terms and conditions set forth therein. Until such time as moneys have been set aside in an amount sufficient to pay all then outstanding Bonds at maturity or to the date of redemption if redeemed prior to maturity, plus unpaid interest thereon to maturity or to the date of redemption if redeemed prior to maturity, and premium, if any, the City will faithfully perform and abide by all of its covenants and undertakings, and the provisions contained in the Fiscal Agent Agreement.

(i) Except as disclosed in the Preliminary Official Statement, no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body is pending with respect to which the City has been served with process or, to the best knowledge of the City, threatened (i) which would materially adversely affect the ability of either the City or the District to perform their obligations under the Bonds, the Formation Documents or the District Documents, or (ii) seeking to restrain or to enjoin the issuance, sale or delivery of the Bonds, the application of the proceeds thereof in accordance with the Fiscal Agent Agreement, or the collection or application of the Special Tax pledged or to be pledged to pay the principal of and interest on the Bonds, or the pledge thereof, or in any way contesting or affecting the validity or enforceability of the Bonds, the Formation Documents, the District Documents, or any action contemplated by any of said documents, or (iii) in any way contesting the completeness or accuracy of the Official Statement or the powers or authority of the City or the District with respect to the Bonds, the Formation Documents, the District Documents, or any action of the City or the District contemplated by any of said documents; nor is there any action pending with respect to which the City has been served with process or, to the best knowledge of the City, threatened against the City or the District which alleges that interest on the Bonds is not excludable from gross income for federal income tax purposes or is not exempt from California personal income taxation, or (iv) which would affect or restrain the ability of the owners of property within the District to develop their property as described in the Preliminary Official Statement.

(j) The City will furnish such information, execute such instruments and take such other action in cooperation with the Underwriter as the Underwriter may reasonably request in order for the Underwriter to qualify the Bonds for offer and sale under the "Blue Sky" or other securities laws and regulations of such states and other jurisdictions of the United States as the

Underwriter may designate; provided, however, the City shall not be required to register as a dealer or a broker of securities or to consent to service of process in connection with any blue sky filing.

(k) Any certificate signed by any official of the City authorized to do so and delivered to the Underwriter in connection with the Bonds or this Purchase Agreement shall be deemed a representation and warranty to the Underwriter as to the statements made therein.

(l) The City will apply the proceeds of the Bonds in accordance with the Fiscal Agent Agreement as described in the Official Statement.

(m) The information contained in the Preliminary Official Statement (other than under the captions “THE BONDS — Description of the Bonds” as they relate to DTC and the Book-Entry Only System, “OWNERSHIP OF PROPERTY WITHIN THE DISTRICT” and in Appendix G thereto, as to which no view is expressed) was as of the date thereof, and the information contained in the Official Statement (other than under the captions “THE BONDS — Description of the Bonds” as they relate to DTC and the Book-Entry Only System, “OWNERSHIP OF PROPERTY WITHIN THE DISTRICT” and in Appendix G thereto, as to which no view is expressed) as of its date and on the Closing Date shall be, true and correct in all material respects and such information does not and shall not contain any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(n) The Preliminary Official Statement heretofore delivered to the Underwriter has been deemed final by the City as of its date, except for the omission of such information as is permitted to be omitted in accordance with paragraph (b)(1) of Rule 15c2-12. The City hereby covenants and agrees that, within seven (7) business days from the date hereof, the City shall cause a final printed form of the Official Statement to be delivered to the Underwriter in a quantity mutually agreed upon by the Underwriter and the City so that the Underwriter may comply with paragraph (b)(4) of Rule 15c2-12 and Rules G-12, G-15, G-32 and G-36 of the Municipal Securities Rulemaking Board.

(o) Except as otherwise disclosed in the Preliminary Official Statement, the City is, and has always been, in material compliance with respect to all reporting obligations in the last five years that it has undertaken under Rule 15c2-12 for all indebtedness issued by the City.

(p) Except as otherwise disclosed in the Preliminary Official Statement, the Formation Documents have not been amended, terminated, rescinded or modified.

(q) The City shall not voluntarily undertake any course of action inconsistent with satisfaction of the requirements applicable to the City as set forth in this Purchase Agreement.

(r) The City shall cooperate with the Underwriter in the qualification of the Bonds for offering and sale and the determination of their eligibility for investment under the laws of such jurisdictions as the Underwriter may designate.

(s) The City shall not knowingly take or omit to take any action that, under existing law, may adversely affect the exemption from state income taxation or the exclusion from gross income for federal income tax purposes of the interest on the Bonds.

4. Conditions to the Obligations of the Underwriter. The obligations of the Underwriter to accept delivery of and pay for the Bonds on the Closing Date shall be subject, at the option of the Underwriter, to the accuracy in all material respects of the representations and warranties of the City contained herein, as of the date hereof and as of the Closing Date, to the accuracy in all material respects of the statements of the officers and other officials of the City made in any certificates or other documents furnished pursuant to the provisions hereof, to the performance by the City of its obligations to be performed hereunder at or prior to the Closing Date and to the following additional conditions:

(a) At the Closing Date, the Formation Documents and the District Documents shall be in full force and effect, and shall not have been amended, modified or supplemented, except as may have been agreed to in writing by the Underwriter, and there shall have been taken in connection therewith, with the issuance of the Bonds and with the transactions contemplated thereby and by this Purchase Agreement, all such actions as, in the opinion of Bond Counsel, and Stradling Yocca Carlson & Rauth, a Professional Corporation ("**Stradling**"), counsel to the Underwriter, shall be necessary and appropriate;

(b) The information contained in the Official Statement will, as of the Closing Date and as of the date of any supplement or amendment thereto pursuant to Section 3(g) hereof, be true and correct in all material respects and will not, as of the Closing Date or as of the date of any supplement or amendment thereto pursuant to Section 3(g) hereof, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(c) Between the date hereof and the Closing Date, the market price or marketability of the Bonds at the initial offering prices set forth in the Official Statement shall not have been materially adversely affected, in the judgment of the Underwriter (evidenced by a written notice to the City terminating the obligation of the Underwriter to accept delivery of and pay for the Bonds), by reason of any of the following:

(1) legislation introduced in or enacted (or resolution passed) by the Congress of the United States of America or recommended to the Congress by the President of the United States, the Department of the Treasury, the Internal Revenue Service, or any member of Congress, or favorably reported for passage to either House of Congress by any committee of such House to which such legislation had been referred for consideration or a decision rendered by a court established under Article III of the Constitution of the United States of America or by the Tax Court of the United States of America, or an order, ruling, regulation (final, temporary or proposed), press release or other form of notice issued or made by or on behalf of the Treasury Department or the Internal Revenue Service of the United States of America, with the purpose or effect, directly or indirectly, of imposing federal income taxation upon the interest that would be received by the owners of the Bonds beyond the extent to which such interest is subject to taxation as of the date hereof;

(2) legislation introduced in or enacted (or resolution passed) by the Congress of the United States of America, or an order, decree or injunction issued by any court of competent jurisdiction, or an order, ruling, regulation (final, temporary or proposed), press release or other form of notice issued or made by or on behalf of the Securities and Exchange Commission (the "**SEC**"), or any other governmental

agency having jurisdiction of the subject matter, to the effect that obligations of the general character of the Bonds, or the Bonds are not exempt from registration under or other requirements of the Securities Act of 1933, as amended, or that the Fiscal Agent Agreement is not exempt from qualification under or other requirements of the Trust Indenture Act of 1939, as amended, or that the issuance, offering or sale of obligations of the general character of the Bonds, or of the Bonds, as contemplated hereby or by the Official Statement or otherwise is or would be in violation of the federal securities laws, rules or regulations as amended and then in effect;

(3) any amendment to the federal or California Constitution or action by any federal or California court, legislative body, regulatory body or other authority materially adversely affecting the tax status of the City or the District, their property, income or securities (or interest thereon), the validity or enforceability of the Special Tax as contemplated by the Formation Documents, the District Documents or the Official Statement;

(4) any event occurring, or information becoming known, which, in the judgment of the Underwriter, makes untrue in any material respect any statement or information contained in the Preliminary Official Statement or the Official Statement, or results in the Preliminary Official Statement or the Official Statement containing any untrue statement of a material fact or omitting to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(5) the declaration of war or the escalation of, or engagement in, military hostilities by the United States or the occurrence of any other national or international emergency or calamity relating to the effective operation of the government of, or the financial community in, the United States which, in the judgment of the Underwriter, makes it impracticable or inadvisable to proceed with the offering or the delivery of the Bonds on the terms and in the manner contemplated in the Preliminary Official Statement or the Official Statement;

(6) the declaration of a general banking moratorium by federal, State of New York or State of California authorities, or the general suspension of trading on any national securities exchange or minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices for securities shall have been required and be in force on the New York Stock Exchange or other national securities exchange, whether by virtue of determination by that exchange or by order of the SEC or any other governmental authority having jurisdiction that, in the Underwriter's reasonable judgment, makes it impracticable for the Underwriter to market the Bonds or enforce contracts for the sale of the Bonds;

(7) the imposition by the New York Stock Exchange or other national securities exchange, or any governmental authority, of any material restrictions not now in force with respect to the Bonds or obligations of the general character of the Bonds or securities generally, or the material increase of any such restrictions now in force, including those relating to the extension of credit by, or the charge to the net capital requirements of, the Underwriter;

(8) the entry of an order by a court of competent jurisdiction which enjoins or restrains the City from issuing permits, licenses or entitlements within the District or which order, in the reasonable opinion of the Underwriter, otherwise materially and adversely affects proposed development of property within the District;

(9) a material disruption in securities settlement, payment or clearance services affecting the Bonds shall have occurred;

(10) there shall have been any material adverse change in the affairs of the City that in the Underwriter's reasonable judgment will materially adversely affect the market for the Bonds or the ability of the Underwriter to enforce contracts for the sale of the Bonds;

(11) there shall be established any new restriction on transactions in securities materially affecting the free market for securities (including the imposition of any limitation on interest rates) or the extension of credit by, or a change to the net capital requirements of, underwriters established by the New York Stock Exchange, the SEC, any other federal or State agency or the Congress of the United States, or by Executive Order;

(12) a stop order, release, regulation, or no-action letter by or on behalf of the SEC or any other governmental agency having jurisdiction of the subject matter shall have been issued or made to the effect that the issuance, offering, or sale of the Bonds, including all the underlying obligations as contemplated hereby or by the Official Statement, or any document relating to the issuance, offering or sale of the Bonds is or would be in violation of any provision of the federal securities laws at the Closing Date, including the Securities Act, the Exchange Act, and the Trust Indenture Act of 1939, as amended; or

(13) filing of or threat of litigation of the type described in Section 2(i) hereof.

(d) On the Closing Date, the Underwriter shall have received counterpart originals or certified copies of the following documents, in each case satisfactory in form and substance to the Underwriter:

(1) The Formation Documents and the District Documents, together with a certificate dated as of the Closing Date of the City Clerk of the City to the effect that each Formation Document is a true, correct and complete copy of the one duly adopted by the City Council;

(2) The Official Statement;

(3) An approving opinion for the Bonds, dated the Closing Date and addressed to the City, of Bond Counsel, in the form attached to the Preliminary Official Statement as Appendix D, and an unqualified letter of such counsel, dated the Closing Date and addressed to the Underwriter, to the effect that such approving

opinion addressed to the City may be relied upon by the Underwriter to the same extent as if such opinion was addressed to it;

(4) A supplemental opinion, dated the Closing Date and addressed to the Underwriter, of Bond Counsel, to the effect that (i) this Purchase Agreement and the City Disclosure Certificate have been duly authorized, executed and delivered by the City, and, assuming such agreements constitute a valid and binding obligation of the other respective parties thereto, constitute the legally valid and binding agreements of the City for the District enforceable in accordance with their respective terms, except as enforcement may be limited by bankruptcy, moratorium, insolvency or other laws affecting creditor's rights or remedies and may be subject to general principles of equity (regardless of whether such enforceability is considered in equity or at law); (ii) the Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Fiscal Agent Agreement is exempt from qualification under the Trust Indenture Act of 1939, as amended; and (iii) the information contained in the Official Statement on the cover and under the captions "INTRODUCTION," "THE BONDS" (other than information relating to DTC and its Book-Entry Only System), "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS," "TAX MATTERS" and Appendices D and F thereof is accurate, insofar as such information purports to summarize or replicate certain provisions of the Law, the Bonds and the Fiscal Agent Agreement and the exclusion from gross income for federal income tax purposes and exemption from State of California personal income taxes of interest on the Bonds;

(5) An opinion, dated the Closing Date and addressed to the Underwriter, of Stradling, as counsel for the Underwriter, in form and substance acceptable to the Underwriter;

(6) A certificate or certificates, dated the Closing Date and signed by an authorized officer of the City, ratifying the use and distribution by the Underwriter of the Preliminary Official Statement and the Official Statement in connection with the offering and sale of the Bonds; and certifying that (i) the representations and warranties of the City contained in Section 3 hereof are true and correct in all material respects on and as of the Closing Date with the same effect as if made on the Closing Date; (ii) to the best of his or her knowledge, no event has occurred since the date of the Official Statement affecting the matters contained therein which should be disclosed in the Official Statement for the purposes for which it is to be used in order to make the statements and information contained in the Official Statement not misleading in any material respect, and the Bonds, the Formation Documents and the District Documents conform as to form and tenor to the descriptions thereof contained in the Official Statement; and (iii) the City has complied with all the agreements and satisfied all the conditions on its part to be performed or satisfied under the Formation Documents, the District Documents and the Official Statement at or prior to the Closing Date;

(7) An opinion, dated the Closing Date and addressed to the Underwriter, of the City Attorney, to the effect that (i) to its current actual knowledge and except as disclosed in the Official Statement, no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public

board or body is pending with respect to which the City has been served with process or is known to such counsel to be threatened, as to which the City is or would be a party, which would materially adversely affect the ability of the City or the District to perform their obligations under the Bonds, the Formation Documents or the District Documents, or which seeks to restrain or enjoin the issuance, sale and delivery of the Bonds or exclusion from gross income for federal income tax purposes or State of California personal income taxes of interest on the Bonds, or the application of the proceeds thereof in accordance with the Fiscal Agent Agreement, or the collection or application of the Special Tax to pay the principal of and interest on the Bonds, or which in any way contests or affects the validity or enforceability of the Bonds, the Formation Documents or the District Documents or the accuracy of the Official Statement, or any action of the City contemplated by any of said documents or the development of property within the District; (ii) the City is duly organized and validly existing as a public entity under the laws of the State of California and the District is duly organized and validly existing as a community facilities district under the laws of the State of California, and the City has full legal right, power and authority to issue the Bonds and to perform all of its obligations under the Formation Documents and the District Documents; (iii) the City has obtained all approvals, consents, authorizations, elections and orders of or filings or registrations with any State governmental authority, board, agency or commission having jurisdiction which constitute a condition precedent to the levy of the Special Tax, the issuance of the Bonds or the performance by the City of its obligations thereunder or under the Fiscal Agent Agreement, except that no opinion need be expressed regarding compliance with blue sky or other securities laws or regulations, whatsoever; (iv) the City Council has duly and validly adopted the Formation Documents at meetings of the City Council which were called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting throughout, and the Formation Documents are now in full force and effect and have not been amended; and (v) the City has duly authorized, executed and delivered the District Documents and the Bonds and has duly authorized the preparation and delivery of the Official Statement;

(8) One or more certificates dated the Closing Date from Economic & Planning Systems, Inc. (the “**Special Tax Consultant**”) addressed to the City and the Underwriter to the effect that (i) the amount of the Special Taxes that could be levied in each Fiscal Year on all Parcels (as defined in the Rate and Method of Apportionment of Special Tax for the District) of Taxable Property in the District less Administrative Expenses (as defined in the Rate and Method of Apportionment of Special Tax for the District) of 1%, is at least one hundred ten percent (110%) of the total Annual Debt Service for each such Fiscal Year on the Bonds and the 2020 Bonds, and (ii) all information supplied by the Special Tax Consultant for use in the Official Statement is true and correct as of the date of the Official Statement and as of the Closing Date;

(9) A certificate of the City dated the Closing Date, in a form acceptable to Bond Counsel, to the effect that the Bonds are not arbitrage bonds within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended;

(10) A certificate of the Fiscal Agent and an opinion of counsel to the Fiscal Agent dated the Closing Date and addressed to the City and the Underwriter to the effect that the Fiscal Agent has authorized the execution and delivery of the Fiscal Agent Agreement and that the Fiscal Agent Agreement is a valid and binding obligation of the Fiscal Agent enforceable in accordance with its terms;

(11) A Letter of Representations of Sierra Vista Communities, LLC, a California limited liability company (“**Sierra Vista**”) dated the date of the Preliminary Official Statement, substantially in the form attached as Exhibit D hereto (the “**Sierra Vista Certificate**”) or as such certificate may be modified with the approval of the Underwriter and Stradling, and a closing certificate of Sierra Vista dated the Closing Date, to the effect that the representations in the Sierra Vista Certificate are true and correct as of the Closing Date (except that all references to the Preliminary Official Statement in the Sierra Vista Certificate shall be deemed references to the final Official Statement);

(12) A continuing disclosure certificate executed by Sierra Vista in the form attached in Appendix E to the Preliminary Official Statement (the “**Sierra Vista Continuing Disclosure Certificate**”);

(13) An opinion letter or opinion letters from counsel to Sierra Vista, dated the Closing Date and addressed to the City and the Underwriter substantially in the form attached hereto as Exhibit E;

(14) A Letter of Representations of Lennar Homes of California, Inc. (“**Lennar**”) dated the date of the Preliminary Official Statement, substantially in the form attached as Exhibit F hereto (the “**Lennar Certificate**”) or as such certificate may be modified with the approval of the Underwriter and Stradling, and a closing certificate of Lennar dated the Closing Date, to the effect that the representations in the Lennar Certificate are true and correct as of the Closing Date (except that all references to the Preliminary Official Statement in the Lennar Certificate shall be deemed references to the final Official Statement);

(15) An opinion letter or opinion letters from counsel to Lennar, dated the Closing Date and addressed to the City and the Underwriter substantially in the form attached hereto as Exhibit G;

(16) G-17 letter from the Underwriter acknowledged by the City;

(17) A letter of Jones Hall, A Professional Law Corporation, as disclosure counsel to the City (“**Disclosure Counsel**”), addressed to the Underwriter and the City, to the effect that nothing has come to such counsel’s attention that would lead them to believe that the Preliminary Official Statement, as of its date, and the Official Statement, as of its date and as of the Closing Date (but excluding therefrom the appendices thereto, financial statements and statistical data, and information regarding The Depository Trust Company and its book-entry system, as to which no opinion need be expressed), contained or contains an untrue statement of a material fact or omitted or omits to state a material fact necessary to make the statements

therein, in the light of the circumstances under which they were made, not misleading;

(18) A certificate from Integra Realty Resources (the “**Appraiser**”) consenting to the inclusion of their appraisal report (the “**Appraisal**”) in the Preliminary Official Statement and the final Official Statement and certifying that (i) the information in the Official Statement relating to the Appraisal does not contain an untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading and (ii) since the date of the Appraisal they are not aware of any facts that would materially affect the conclusions of value set forth therein;

(19) The certificate required by Section 5.17 of the Fiscal Agent Agreement stating that the requirements of Section 5.17(A) of the Fiscal Agent Agreement for the issuance of the Bonds as Additional Bonds under the Fiscal Agent Agreement have been met.

(20) Such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably request to evidence the truth and accuracy, as of the date hereof and as of the Closing Date, of the statements and information contained in the Preliminary Official Statement and the Official Statement, of the City’s representations and warranties contained herein and the due performance or satisfaction by the City at or prior to the Closing of all agreements then to be performed and all conditions then to be satisfied by the City and the District in connection with the transactions contemplated hereby and by the Official Statement.

If the City shall be unable to satisfy the conditions to the obligations of the Underwriter to purchase, accept delivery of and pay for the Bonds contained in this Purchase Agreement, or if the obligations of the Underwriter to purchase, accept delivery of and pay for the Bonds shall be terminated for any reason permitted by this Purchase Agreement, this Purchase Agreement shall terminate and neither the Underwriter nor the City shall be under any further obligation hereunder, except that the respective obligations of the City and the Underwriter set forth in Section 5, Section 6 and Section 8 hereof shall continue in full force and effect.

5. Conditions of the City’s Obligations. The City’s obligations hereunder are subject to the Underwriter’s performance of its obligations hereunder, and are also subject to the following conditions:

(a) As of the Closing Date, no litigation shall be pending or, to the knowledge of the duly authorized officer of the City executing the certificate referred to in Section 4(d)(6) hereof, threatened, to restrain or enjoin the issuance or sale of the Bonds or in any way affecting any authority for or the validity of the Bonds, the Formation Documents, the District Documents or the existence or powers of the City or the District; and

(b) As of the Closing Date, the City shall receive the approving opinion of Bond Counsel referred to in Section 4(d)(3) hereof, dated as of the Closing Date.

6. Expenses. Whether or not the Bonds are delivered to the Underwriter as set forth herein:

(a) The Underwriter shall be under no obligation to pay, and the City shall pay or cause to be paid (out of any legally available funds of the District) all expenses incident to the performance of the City's obligations hereunder, including, but not limited to, the cost of printing, engraving and delivering the Bonds to the Underwriter, the cost of preparation, printing, distribution and delivery of the Fiscal Agent Agreement, the Preliminary Official Statement, the Official Statement and all other agreements and documents contemplated hereby (and drafts of any thereof) in such reasonable quantities as requested by the Underwriter; and the fees and disbursements of the Municipal Advisor, the Special Tax Consultant, the Special Tax Administrator, the Fiscal Agent, Bond Counsel, Disclosure Counsel and Lumesis and any accountants, engineers or any other experts or consultants the City has retained in connection with the Bonds; and

(b) The City shall be under no obligation to pay, and the Underwriter shall pay, any fees of the California Debt and Investment Advisory Commission, the cost of preparation of any "blue sky" or legal investment memoranda and this Purchase Agreement; expenses to qualify the Bonds for sale under any "blue sky" or other state securities laws; and all other expenses incurred by the Underwriter in connection with its public offering and distribution of the Bonds (except those specifically enumerated in paragraph (a) of this section), including the fees and disbursements of its counsel and any advertising expenses.

7. Notices. Any notice or other communication to be given to the City under this Purchase Agreement may be given by delivering the same in writing to the City at 311 Vernon Street, Roseville, California 95678, Attention: City Manager; and any notice or other communication to be given to the Underwriter under this Purchase Agreement may be given by delivering the same in writing to Stifel, Nicolaus & Company, Incorporated, One Montgomery Street, 35th Floor, San Francisco, California 94104, Attention: Eileen Gallagher, Managing Director.

8. Parties in Interest. This Purchase Agreement is made solely for the benefit of the City, the District and the Underwriter (including their successors or assigns), and no other person shall acquire or have any right hereunder or by virtue hereof.

9. Survival of Representations and Warranties. The representations and warranties of the City set forth in or made pursuant to this Purchase Agreement shall not be deemed to have been discharged, satisfied or otherwise rendered void by reason of the Closing or termination of this Purchase Agreement and regardless of any investigations made by or on behalf of the Underwriter (or statements as to the results of such investigations) concerning such representations and statements of the City and regardless of delivery of and payment for the Bonds.

10. Effective. This Purchase Agreement shall become effective and binding upon the respective parties hereto upon the execution of the acceptance hereof by the City and shall be valid and enforceable as of the time of such acceptance.

11. No Prior Agreements. This Purchase Agreement supersedes and replaces all prior negotiations, agreements and understandings between the parties hereto in relation to the sale of Bonds for the City.

12. Governing Law. This Purchase Agreement shall be governed by the laws of the State applicable to contracts made and performed in the State.

13. Counterparts. This Purchase Agreement may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

Very truly yours,

STIFEL, NICOLAUS & COMPANY,
INCORPORATED, as Underwriter

By: _____
Managing Director

ACCEPTED:

CITY OF ROSEVILLE, CALIFORNIA, for and
on behalf of the City's The Ranch at Sierra Vista
Community Facilities District No. 1 (Public
Facilities)

By: _____
Chief Financial Officer

Time: _____ p.m.

EXHIBIT A
MATURITY SCHEDULE

CITY OF ROSEVILLE
THE RANCH AT SIERRA VISTA COMMUNITY FACILITIES DISTRICT NO. 1
(PUBLIC FACILITIES)
SPECIAL TAX BONDS
SERIES 2021

<i>Maturity Date (September 1)</i>	<i>Principal Amount</i>	<i>Interest Rate</i>	<i>Yield</i>	<i>Price</i>	<i>10% Test Used</i>	<i>Hold the Offering Price Used</i>
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^C Priced to the optional call date of September 1, 2027 at 103%.

^{CC} Priced to the optional call date of September 1, 2029 at 101%.

^{CCC} Priced to the optional call date of September 1, 2030 at 100%.

^T Term Bond.

The purchase price of the Bonds shall be \$_____, which is the principal amount thereof (\$_____) plus original issue premium of \$_____ and less Underwriter's discount of \$_____.

Optional Redemption. The Bonds are subject to optional redemption from any source of available funds (other than Prepayments of the Special Tax by property owners), in whole or in part among maturities as specified by the City and by lot within a maturity, on any date on and after September 1, 20__ at the following respective redemption prices (expressed as percentages of the principal amount of the Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

<u>Redemption Dates</u>	<u>Redemption Price</u>
September 1, 20__ through August 31, 20__	103%
September 1, 20__ through August 31, 20__	102
September 1, 20__ through August 31, 20__	101
September 1, 20__ and any date thereafter	100

Mandatory Redemption from Prepayments. The Bonds are subject to mandatory redemption from Prepayments of the Special Tax by property owners, in whole or in part among maturities as specified by the City and by lot within a maturity, on any Interest Payment Date at the following respective redemption prices (expressed as percentages of the principal amount of the Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

<u>Redemption Dates</u>	<u>Redemption Price</u>
March 1, 2022 through and including March 1, 20__	103%
September 1, 20__ and March 1, 20__	102
September 1, 20__ and March 1, 20__	101
September 1, 20__ and any Interest Payment Date thereafter	100

Mandatory Sinking Fund Redemption. The Bonds maturing September 1, 20__ and September 1, 20__ are subject to mandatory sinking payment redemption in part on September 1, 20__ and September 1, 20__, respectively, and on each September 1 thereafter to maturity, by lot, at a redemption price equal to 100% of the principal amount thereof to be redeemed, without premium, in the aggregate respective principal amounts as set forth in the following tables:

Term Bonds Maturing September 1, 20__

<u>Sinking Fund Redemption Date (September 1)</u>	<u>Sinking Fund Payments</u>
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(maturity)

Term Bonds Maturing September 1, 20__

<u>Sinking Fund Redemption Date (September 1)</u>	<u>Sinking Fund Payments</u>
	\$

(maturity)

The amounts in the foregoing tables will be reduced pro rata, in order to maintain substantially uniform debt service, as a result of any prior partial optional redemption or mandatory redemption of the Term Bonds.

EXHIBIT B

**CITY OF ROSEVILLE
THE RANCH AT SIERRA VISTA COMMUNITY FACILITIES DISTRICT NO. 1
(PUBLIC FACILITIES)
SPECIAL TAX BONDS
SERIES 2021**

RULE 15c2-12 CERTIFICATE

The undersigned hereby certifies and represents that he is the Chief Financial Officer of the City of Roseville, California (the “City”), and, as such, is duly authorized to execute and deliver this certificate and further hereby certifies that:

(1) this certificate is being delivered in connection with the sale and issuance of the City of Roseville The Ranch at Sierra Vista Community Facilities District No. 1 (Public Facilities) Special Tax Bonds, Series 2021 (the “Bonds”) in order to enable the underwriter of the Bonds to comply with Rule 15c2-12 promulgated under the Securities Exchange Act of 1934, as amended (the “Rule”);

(2) in connection with the sale and issuance of the Bonds, there has been prepared a Preliminary Official Statement dated _____, 2021 setting forth information concerning the Bonds and the City of Roseville The Ranch at Sierra Vista Community Facilities District No. 1 (Public Facilities) (the “Preliminary Official Statement”); and

(3) except for the Permitted Omissions, the Preliminary Official Statement is deemed final within the meaning of the Rule. As used herein, the term “Permitted Omissions” refers to the offering price(s), interest rates(s), selling compensation, aggregate principal amount, principal amount per maturity, delivery dates, ratings and other terms of the Bonds depending on such matters, all as set forth in the Rule.

IN WITNESS WHEREOF, I have hereunto set my hand as of _____, 2021.

CITY OF ROSEVILLE, CALIFORNIA

By: _____
Its: Chief Financial Officer

EXHIBIT C

FORM OF ISSUE PRICE CERTIFICATE

**CITY OF ROSEVILLE
THE RANCH AT SIERRA VISTA COMMUNITY FACILITIES DISTRICT NO. 1
(PUBLIC FACILITIES)
SPECIAL TAX BONDS
SERIES 2021**

The undersigned, on behalf of Stifel, Nicolaus & Company, Incorporated (“Stifel”) hereby certifies as set forth below with respect to the sale and issuance of the above-captioned bonds (the “Bonds”).

1. ***Sale of the General Rule Maturities.*** As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule A.

2. ***[Initial Offering Price of the Hold-the-Offering-Price Maturities.***

(a) Piper offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the “**Initial Offering Prices**”) on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.

(b) As set forth in the Bond Purchase Agreement, dated _____, 2021, by and between Piper and the Issuer, Piper has agreed in writing that: (i) for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the “**hold-the-offering-price rule**”); and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.]

3. ***Reserve Fund.***

The establishment of the Reserve Fund in the amount of the Reserve Requirement (as such terms are defined in the Fiscal Agent Agreement dated as of December 1, 2021, by and between the City and The Bank of New York Mellon Trust Company, N.A., as fiscal agent, pursuant to which the Bonds are being issued) was vital to the marketing of the Bonds at the initial offering prices and reasonably required to assure payment of debt service on the Bonds.

4. ***Defined Terms.***

(a) General Rule Maturities means those Maturities of the Bonds listed in Schedule A hereto as the “General Rule Maturities.”

(b) [Hold-the-Offering-Price Maturities means those Maturities of the Bonds listed in Schedule A hereto as the “Hold-the-Offering-Price Maturities.”

(c) Holding Period means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the _____, 2021 (the Sale Date), or (ii) the date on which the Underwriter has sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.]

(d) Issuer means the City of Roseville.

(e) Maturity means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

(f) Public means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(g) [Sale Date means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is _____, 2021.

(h) Underwriter means: (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public; and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).]

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents Stifel’s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in a Certificate as to Arbitrage and Tax Compliance Procedures for the Bonds and with respect to compliance with the federal income tax rules affecting the Bonds, and by Jones Hall, A Professional Law Corporation in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

STIFEL, NICOLAUS & COMPANY,
INCORPORATED

By:_____

Name:_____

By:_____

Name:_____

Dated: _____, 2021

SCHEDULE A

**SALE PRICES OF THE GENERAL RULE MATURITIES[AND INITIAL OFFERING
PRICES OF THE HOLD-THE-OFFERING-PRICE MATURITIES]**

(Attached)

[SCHEDULE B
PRICING WIRE OR EQUIVALENT COMMUNICATION
(Attached)

EXHIBIT D

CITY OF ROSEVILLE THE RANCH AT SIERRA VISTA COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES) SPECIAL TAX BONDS SERIES 2021

LETTER OF REPRESENTATIONS OF SIERRA VISTA COMMUNITIES, LLC

In connection with the issuance and sale of the above-captioned bonds (the “**Bonds**”), and pursuant to Section 4(d)(11) of the Bond Purchase Agreement (the “**Bond Purchase Agreement**”) to be executed by and between City of Roseville, California (the “**City**”), for and on behalf of the City of Roseville The Ranch at Sierra Vista Community Facilities District No. 1 (Public Facilities) (the “**District**”), and Stifel, Nicolaus & Company, Incorporated (the “**Underwriter**”), Sierra Vista Communities, LLC, a California limited liability company (“**Sierra Vista**”), hereby represents, warrants and covenants to the City, the District and the Underwriter as of the date hereof that:

1. Sierra Vista is duly organized and validly existing under the laws of the State of California, is qualified to transact business in the State of California and has all requisite limited liability company right, power and authority to: (i) execute and deliver this Letter of Representations and the Sierra Vista Continuing Disclosure Certificate; and (ii) develop the Property (as defined below) as described in the Preliminary Official Statement.

2. As set forth in the Preliminary Official Statement, certain property within the District is held in the name of Sierra Vista (herein, the “**Property**”). Except as otherwise described in the Preliminary Official Statement, Sierra Vista is the party responsible for the development of the Property.

3. Sierra Vista has, or will have prior to the Closing, duly authorized the execution and delivery at the Closing of the Sierra Vista Continuing Disclosure Certificate and the performance by Sierra Vista of its obligations thereunder and under the Development Agreement (as defined in the Preliminary Official Statement).

4. Except as disclosed in the Preliminary Official Statement, to the Actual Knowledge of the Undersigned,¹ Sierra Vista and its Affiliates² have not violated any applicable law or

¹ As used in this Certificate, the phrase “**Actual Knowledge of the Undersigned**” shall mean the actual (as opposed to constructive) knowledge that the undersigned currently has as of the date of this Certificate or has obtained from (i) interviews with such current officers and responsible employees of Sierra Vista as the undersigned has determined are likely, in the ordinary course of their respective duties, to have knowledge of the matters set forth in this Certificate, and/or (ii) a review of such documents as the undersigned determined were reasonably necessary to obtain knowledge of the matters set forth in this Certificate. The undersigned has not conducted any extraordinary inspection or inquiry other than such inspections or inquiries as are prudent and customary in connection with the ordinary course of Sierra Vista’s current business and operations. The undersigned has not contacted individuals who are no longer employed by Sierra Vista.

² “**Affiliate**” means, with respect to a Person (i) any other Person directly, or indirectly through one or more intermediaries, controlling, controlled by or under common control with such Person, and (ii) for whom information, including financial information or operating data, concerning such Person referenced in clause (i) is material to an evaluation of the District and the Bonds (i.e., information relevant to Sierra Vista’s development plans with respect to its Property and the payment of its Special Tax, or such Person’s assets or funds that would materially affect Lennar’s ability to develop its Property as described in the

administrative regulation of the State of California or the United States of America, or any agency or instrumentality of either, which violation could reasonably be expected to materially and adversely affect Sierra Vista's ability to pay Special Taxes due with respect to the Property.

5. Except as disclosed in the Preliminary Official Statement, to the Actual Knowledge of the Undersigned, (a) Sierra Vista and its Affiliates are not in breach of or in default under any applicable judgment or decree or any loan agreement, option agreement, development agreement, indenture, bond or note (collectively, the "**Material Agreements**") to which Sierra Vista or its Affiliates are a party or otherwise subject, which breach or default could reasonably be expected to materially and adversely affect Sierra Vista's ability to complete the development of the Property as proposed in the Preliminary Official Statement or to pay the Special Taxes due with respect to the Property (to the extent the responsibility of Sierra Vista) prior to delinquency, and (b) no event has occurred and is continuing that with the passage of time or giving of notice, or both, would constitute such a breach or default.

6. Except as described in the Preliminary Official Statement, there is no material indebtedness of Sierra Vista or its Affiliates that is secured by an interest in the Property. To the Actual Knowledge of the Undersigned, neither Sierra Vista nor any of its Affiliates is in default on any obligation to repay borrowed money, which default is reasonably likely to materially and adversely affect Sierra Vista's ability to complete the development of the Property as proposed in the Preliminary Official Statement or to pay the Special Taxes due with respect to the Property (to the extent the responsibility of Sierra Vista) prior to delinquency.

7. Except as set forth in the Preliminary Official Statement, no action, suit, proceeding, inquiry or investigation at law or in equity, before or by any court, regulatory agency, public board or body is pending against Sierra Vista (with proper service of process or proper notice to Sierra Vista having been accomplished) or, to the Actual Knowledge of the Undersigned, is pending against any current Affiliate of Sierra Vista (with proper service of process to such Affiliate having been accomplished) or to the Actual Knowledge of the Undersigned is overtly threatened in writing against Sierra Vista or any such Affiliate which, if successful, is reasonably likely to materially and adversely affect Sierra Vista's ability to complete the development of the Property as described in the Preliminary Official Statement or to pay the Special Tax on the Property (to the extent the responsibility of Sierra Vista) prior to delinquency.

8. As of the date thereof, to the Actual Knowledge of the Undersigned, the Preliminary Official Statement, solely with respect to information contained therein with respect to Sierra Vista, its Affiliates, ownership of the Property, Sierra Vista's development plan, Sierra Vista's financing plan, Sierra Vista's lenders, if any, and contractual arrangements of Sierra Vista or any Affiliate of Sierra Vista (including, if material to Sierra Vista's development plan or Sierra Vista's financing plan, other loans of such Affiliates) as set forth under the captions "THE DISTRICT", "OWNERSHIP OF PROPERTY WITHIN THE DISTRICT" (excluding information under the caption "—Information Regarding Lennar Homes"), "THE IMPROVEMENTS", "SPECIAL RISK

Preliminary Official Statement or to pay its Special Tax (to the extent the responsibility of Sierra Vista) prior to delinquency). "**Person**" means an individual, a corporation, a partnership, a limited liability company, an association, a joint stock company, a trust, any unincorporated organization or a government or political subdivision thereof. For purposes hereof, the term "control" (including the terms "controlling," "controlled by" or "under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

FACTORS—Property Values and Property Development—*Endangered and Threatened Species*” and information relating to Sierra Vista under the caption “CONTINUING DISCLOSURE” (but only as such information relates to Sierra Vista and its development within the District) (excluding therefrom, in each case, information which is identified as having been provided by a source other than Sierra Vista), is true and correct in all material respects and did not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

9. Sierra Vista covenants that, while the Bonds or any refunding obligations related thereto are outstanding, Sierra Vista and its Affiliates which it controls will not bring any action, suit, proceeding, inquiry or investigation, at law or in equity, before any court, regulatory agency, public board or body that in any way seeks to challenge or overturn the formation of the District, to challenge the adoption of the ordinance of the City levying Special Taxes within the District, to invalidate the District or any of the Bonds or any refunding bonds related thereto, or to invalidate the special tax liens imposed under Section 3115.5 of the Streets and Highways Code based on recordation of the amended notice of special tax lien relating thereto. The foregoing covenant shall not prevent Sierra Vista or any Affiliate in any way from bringing any other action, suit or proceeding including, without limitation, (a) an action or suit contending that the Special Tax has not been levied in accordance with the methodologies contained in the District’s Rate and Method of Apportionment of Special Taxes pursuant to which the Special Taxes are levied, (b) an action or suit with respect to the application or use of the Special Taxes levied and collected or (c) an action or suit to enforce the obligations of the City and/or the District under the Formation Documents, the District Documents, or any other agreements among Sierra Vista, the City, and/or the District or to which Sierra Vista is a beneficiary.

10. Except as disclosed in the Preliminary Official Statement or as a matter of public record (including, without limitation, liens for *ad valorem* tax obligations and liens for District), to the Actual Knowledge of the Undersigned, no public debt secured by a tax or assessment on the Property exists or is in the process of being authorized and Sierra Vista has not taken any action to form any assessment districts or community facilities districts that would include any portion of the Property.

11. Sierra Vista has been developing or has been involved in the development of numerous projects over an extended period of time. It is likely that Sierra Vista has been delinquent at one time or another in the payment of ad valorem property taxes, special assessments or special taxes. However, except as disclosed in the Preliminary Official Statement, to the Actual Knowledge of the Undersigned, Sierra Vista is not currently in default in, or, in the last five years, has ever defaulted to any material extent in, the payment of special taxes or assessments in connection with the District or any other community facilities districts or assessment districts in California that (a) would have caused a draw on a reserve fund relating to such assessment district or community facilities district financing or (b) was not cured prior to the institution of any enforcement action with a court of law.

12. Sierra Vista consents to the issuance of the Bonds. Sierra Vista acknowledges that the City intends to use the net proceeds of the Bonds in the manner described in the Preliminary Official Statement.

13. Sierra Vista intends to comply with the provision of the Mello-Roos Community Facilities District Act of 1982, as amended relating to the Notice of Special Tax described in Government Code Section 53341.5 in connection with the sale of the Property, or portions thereof.

14. To the Actual Knowledge of the Undersigned, Sierra Vista is able to pay its bills as they become due and no legal proceedings are pending against Sierra Vista (with proper service of process to Sierra Vista having been accomplished) or, to the Actual Knowledge of the Undersigned, threatened in writing in which Sierra Vista may be adjudicated as bankrupt or discharged from any and all of its debts or obligations, or granted an extension of time to pay its debts or obligations, or be allowed to reorganize or readjust its debts, or be subject to control or supervision of the Federal Deposit Insurance Corporation.

15. Based upon its current development plans, including, without limitation, its current budget, and subject to economic conditions and risks generally inherent in the development of real property, many of which are beyond the control of Sierra Vista, and except as disclosed in the Preliminary Official Statement including in the sections entitled "THE DISTRICT" and "OWNERSHIP OF PROPERTY WITHIN THE DISTRICT," Sierra Vista currently expects that it will have sufficient funds and/or sources of funds to complete the development of the Property as described in the Preliminary Official Statement and to pay Special Taxes levied against the Property (to the extent the responsibility of Sierra Vista) prior to delinquency and does not anticipate that the City or the District will be required to resort to a draw on the Reserve Fund for payment of principal of or interest on the Bonds due to Sierra Vista's nonpayment of Special Taxes. Sierra Vista reserves the right to change its development plan and financing plan for the Property at any time without notice.

16. Solely as to the limited information described in Paragraph 8 above concerning Sierra Vista its Affiliates, ownership of the Property, Sierra Vista's development plan, Sierra Vista's financing plan, Sierra Vista's lenders, if any, and contractual arrangements of Sierra Vista or any Affiliates (including, if material to Sierra Vista's development plan or Sierra Vista's financing plan, other loans of such Affiliates) as set forth in the Preliminary Official Statement and information in the Preliminary Official Statement relating to Sierra Vista under the caption "CONTINUING DISCLOSURE" (excluding therefrom information which is identified as having been provided by a source other than Sierra Vista), Sierra Vista agrees to indemnify and hold harmless, to the extent permitted by law, the City, the District, and their officials and employees, and each Person, if any (each, an "**Indemnified Party**" and together, the "**Indemnified Parties**"), who controls any of the foregoing within the meaning of Section 15 of the Securities Act of 1933, as amended, or of Section 20 of the Securities Exchange Act of 1934, as amended, against any and all losses, claims, damages or liabilities, joint or several, to which such indemnified party may become subject under any statute or at law or in equity or otherwise and shall reimburse any such indemnified party for any reasonable legal or other expense reasonably incurred by it in connection with investigating any such claim against it and defending any such action, only to the extent that such losses, claims, damages, liabilities or actions arise from any untrue statement by Sierra Vista of a material fact contained in the above referenced information in the Preliminary Official Statement, as of its date, or the omission by Sierra Vista to state in the Preliminary Official Statement, as of its date, a material fact necessary to make the statements made by Sierra Vista contained therein, in light of the circumstances under which they were made not misleading. This indemnity provision shall not be construed as a limitation on any other liability which Sierra Vista may otherwise have to any indemnified party, provided that in no event shall Sierra Vista be obligated for double indemnification, or for the negligence or willful misconduct of an indemnified party.

If any suit, action, proceeding (including any governmental or regulatory investigation), claim or demand shall be brought or asserted against any Indemnified Party in respect of which indemnification may be sought pursuant to the above paragraph, such Indemnified Party shall promptly notify Sierra Vista in writing; provided that the failure to notify Sierra Vista shall not relieve it from any liability that it may have hereunder except to the extent that it has been materially prejudiced (through the forfeiture of substantive rights or defenses) by such failure; and provided, further, that the failure to notify Sierra Vista shall not relieve it from any liability that it may have to an Indemnified Party otherwise than under the above paragraph. If any such proceeding shall be brought or asserted against an Indemnified Party and it shall have notified Sierra Vista thereof, Sierra Vista shall retain counsel reasonably satisfactory to the Indemnified Party (who shall not, without the consent of the Indemnified Party, be counsel to Sierra Vista) to represent the Indemnified Party in such proceeding and shall pay the fees and expenses of such counsel related to such proceeding, as incurred. In any such proceeding, any Indemnified Party shall have the right to retain its own counsel, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party unless (i) Sierra Vista and the Indemnified Party shall have mutually agreed to the contrary; (ii) Sierra Vista has failed within a reasonable time to retain counsel reasonably satisfactory to the Indemnified Party; (iii) the Indemnified Party shall have reasonably concluded that there may be legal defenses available to it that are different from or in addition to those available to Sierra Vista; or (iv) the named parties in any such proceeding (including any impleaded parties) include both Sierra Vista and the Indemnified Party and representation of both parties by the same counsel would be inappropriate due to actual or potential differing interest between them. It is understood and agreed that Sierra Vista shall not, in connection with any proceeding or related proceedings in the same jurisdiction, be liable for the fees and expenses of more than one separate firm (in addition to any local counsel) for all Indemnified Parties, and that all such fees and expenses, to the extent reasonable, shall be paid or reimbursed as they are incurred. Any such separate firm shall be designated in writing by such Indemnified Parties. Sierra Vista shall not be liable for any settlement of any proceeding effected without its written consent, but if settled with such consent or if there be a final judgment for the plaintiff, Sierra Vista agrees to indemnify each Indemnified Party from and against any loss or liability by reason of such settlement or judgment. Notwithstanding the foregoing sentence, if at any time an Indemnified Party shall have requested that Sierra Vista reimburse the Indemnified Party for fees and expenses of counsel as contemplated by this paragraph, Sierra Vista shall be liable for any settlement of any proceeding effected without its written consent if (i) such settlement is entered into more than 60 days after receipt by Sierra Vista of such request and (ii) Sierra Vista shall not have reimbursed the Indemnified Party in accordance with such request prior to the date of such settlement (provided that the foregoing shall not be applicable to any failure to reimburse if Sierra Vista is disputing such payment in good faith and shall have paid any amounts not in dispute). Sierra Vista shall not, without the written consent of the Indemnified Party, effect any settlement of any pending or threatened proceeding in respect of which any Indemnified Party is or could have been a party and indemnification could have been sought hereunder by such Indemnified Party, unless such settlement (x) includes an unconditional release of such Indemnified Party, in form and substance reasonably satisfactory to such Indemnified Party, from all liability on claims that are the subject matter of such proceeding and (y) does not include any statement as to or any admission of fault, culpability or a failure to act by or on behalf of any Indemnified Party.

17. If, between the date hereof and the Closing Date any event relating to or affecting Sierra Vista, its Affiliates, ownership of the Property, Sierra Vista's development plan, Sierra Vista's financing plan, Sierra Vista's lenders, if any, and contractual arrangements of Sierra Vista or any Affiliate of Sierra Vista (including, if material to Sierra Vista's development plan or Sierra Vista's financing plan, other loans of such Affiliates) shall occur of which the undersigned has Actual

Knowledge and which the undersigned believes would cause the information under the sections of the Preliminary Official Statement indicated in Paragraph 8 hereof, to contain an untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the undersigned shall notify the City and the Underwriter and if in the opinion of counsel to the City or the Underwriter, such event requires the preparation and publication of a supplement or amendment to the Preliminary Official Statement, Sierra Vista shall reasonably cooperate with the City in the preparation of an amendment or supplement to the Preliminary Official Statement in form and substance reasonably satisfactory to counsel to the City and to the Underwriter.

18. For the period through 25 days after the “end of the underwriting period” as defined in the Bond Purchase Agreement, if any event relating to or affecting Sierra Vista, its Affiliates, ownership of the Property, Sierra Vista’s development plan, Sierra Vista’s financing plan, Sierra Vista’s lenders, if any, and contractual arrangements of Sierra Vista or any Affiliates of Sierra Vista (including, if material to Sierra Vista’s development plan or Sierra Vista’s financing plan, other loans of such Affiliates) shall occur as a result of which it is necessary, in the opinion of the Underwriter or counsel to the City, to amend or supplement the Official Statement in order to make the Official Statement not misleading in the light of the circumstances existing at the time it is delivered to a purchaser, Sierra Vista shall reasonably cooperate with the City and the Underwriter in the preparation of an amendment or supplement to the Official Statement in form and substance reasonably satisfactory to the Underwriter and Disclosure Counsel which will amend or supplement the Official Statement so that it will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances existing at the time the Official Statement is delivered to a purchaser, not misleading.

19. On behalf of Sierra Vista, I have reviewed the contents of this Certificate and have met with counsel to Sierra Vista for the purpose of discussing the meaning of its contents.

Unless otherwise indicated, capitalized terms used herein and not defined have the meaning given to them in the Bond Purchase Agreement. The undersigned has executed this Certificate solely in his or her capacity as an authorized officer or representative of Sierra Vista and he or she will have no personal liability arising from or relating to this Certificate. Any liability arising from or relating to this Certificate may only be asserted against Sierra Vista.

Dated: _____, 2021

SIERRA VISTA COMMUNITIES, LLC,
a California limited liability company

BY: LENNAR HOMES OF CALIFORNIA, INC.,
a California corporation,
Manager

By: _____
Name: _____
Its: _____

EXHIBIT E

FORM OF DEVELOPER'S COUNSEL OPINION

[Closing Date]

City of Roseville
311 Vernon Street,
Roseville, California 95678

Stifel, Nicolaus & Company, Incorporated
One Montgomery Street, 35th Floor
San Francisco, California 94104

Re: \$_____ **City of Roseville**
 The Ranch at Sierra Vista Community Facilities District No. 1 (Public Facilities)
 Special Tax Bonds Series 2021

Ladies and Gentlemen:

We have acted as counsel to Sierra Vista Communities, LLC, a California limited liability company (the “Developer”) in connection with the issuance and sale by the City of Roseville, on behalf of the City of Roseville The Ranch at Sierra Vista Community Facilities District No. 1 (Public Facilities) (the “District”) of \$_____ City of Roseville The Ranch at Sierra Vista Community Facilities District No. 1 (Public Facilities) Special Tax Bonds Series 2021 (the “Bonds”). This opinion is rendered pursuant to the Bond Purchase Agreement dated _____, 2021 (the “Bond Purchase Agreement”), entered into in connection therewith. Capitalized terms used herein without definition shall have the meanings set forth in the Bond Purchase Agreement.

In rendering the opinions set forth herein, we have reviewed and examined such documents as we have determined to be appropriate, including the following documents:

1. The Bond Purchase Agreement;
2. The Preliminary Official Statement
3. The Official Statement (together, the “Official Statement”);
4. The Continuing Disclosure Certificate of the Developer dated as of _____, 2021, executed by the Developer (the “Developer Disclosure Certificate”); and
5. The Letter of Representations of Sierra Vista Communities, LLC dated _____, 2021, and the Closing Certificate of Sierra Vista Communities, LLC, dated _____, 2021, both as required pursuant to Section 4(d)(11) of the Bond Purchase Agreement (collectively, the “Developer Certificate”).

For purposes of this opinion, the term “Litigation Search” shall mean a litigation search of Developer, performed in the Superior Court of the State of California, County of Placer; the California Court of Appeal, Third Appellate District; the United States District Court, Eastern District of California; the United States Bankruptcy Court, Eastern District of California; and the United States Ninth Circuit Court of Appeal, conducted by Corporation Service Company (Order Date _____, 2021; Order Number _____ (the “Litigation Search”), but without warranty as to the completeness and accuracy thereof due to the potential for errors or inaccuracies in the data and files made available from the applicable courts.

With respect to factual matters underlying our opinions herein, we have made no independent investigation or inquiry and have relied solely upon the Developer’s Certificate and the Litigation Search. We advise you that the phrase “to our knowledge,” as used herein, means that no facts have come to our attention, based upon an inquiry of attorneys in this firm who devote substantive legal attention to Developer, or as a result of our examination of the Developer’s Certificate and the Litigation Search, that indicate to us anything contrary to the statement to which the phrase relates. Except as expressly set forth above, the phrase does not mean that we have conducted any investigation or inquiry or performed any other examination or review. We have no reason to believe that any factual matters or assumptions relied upon by us are not true, correct and complete.

Our opinions herein are limited to the internal laws of the State of California and the federal laws of the United States of America. We express no opinion whatsoever with respect to the laws of any other jurisdiction and assume no responsibility for the applicability of such laws.

In rendering our opinions herein, we have assumed the following, with your approval:

(i) The genuineness and authenticity of all signatures on original documents submitted to us (other than any signatures on behalf of Developer); the authenticity and completeness of all documents submitted to us as originals; the conformity to originals of all documents submitted to us as copies; where any signature, other than any signature on behalf of Developer purports to have been made in a corporate, governmental, fiduciary or other capacity, the person who affixed such signature had the full power and authority to do so;

(ii) The due authorization, execution and delivery of the applicable agreements by the parties thereto, other than the Developer, and the legality, validity, binding effect and enforceability against such parties of their respective obligations under such agreements;

(iii) The truth, accuracy and completeness of all factual representations and warranties of all parties under the documents described in paragraphs 1 through 4, above;

(iv) The constitutionality or validity of a relevant statute, rule, regulation or agency action is not in issue unless a reported decision in the State of California has specifically addressed but not resolved, or has established, its unconstitutionality or invalidity; and

(v) All official public records relied upon by us are accurate and complete.

Based upon the foregoing and in reliance thereon, and based on our examination of such questions of law as we have deemed appropriate under the circumstances, and subject to any

further assumptions, comments, exceptions, qualifications and limitations set forth below, as of the date hereof, it is our opinion that:

1. Developer is a limited liability company, duly formed, validly existing and in good standing under the laws of the State of California, and has full power and authority to enter into the Developer Disclosure Certificate.

2. The Developer has duly and validly executed and delivered the Developer Disclosure Certificate, and the Developer Disclosure Certificate constitutes the legal, valid and binding obligation of the Developer, enforceable against Developer in accordance with its terms.

3. To our knowledge, the execution and delivery by Developer of the Developer Disclosure Certificate and the performance of its obligations thereunder do not and will not result in a violation of any provision of, or in default under any agreement or other instrument to which Developer is a party.

4. To our knowledge, Developer is not in violation of any provision of or in default under, its organizational documents or any agreement or other instrument, violation or default under which would materially and adversely affect the business, properties, assets, liabilities or conditions (financial or other) of the Developer with respect to Developer's ability to develop real property owned by Developer within the District.

5. To our knowledge, except as set forth in the Official Statement, there is no litigation pending against Developer (with service of process to Developer having been duly given and completed) or overtly threatened against Developer which would materially and adversely affect the validity or enforceability of the Developer Disclosure Certificate, Developer's ability to complete the development of its property as proposed in the Official Statement or to pay the Special Taxes.

6. Without having undertaken to determine independently the accuracy, completeness or fairness of the statements contained in the Preliminary Official Statement or the Official Statement under the caption THE DISTRICT," "OWNERSHIP OF PROPERTY WITHIN THE DISTRICT" (excluding information under the caption "—Information Regarding Lennar Homes"), "THE IMPROVEMENTS," "SPECIAL RISK FACTORS—Property Values and Property Development—*Endangered and Threatened Species*" and information relating to Sierra Vista under the caption "CONTINUING DISCLOSURE" (except that no opinion or belief need to be expressed as to any information relating to The Depository Trust Company, or any information relating to CUSIP numbers, or with respect to any financial, statistical or engineering information, data or forecasts, numbers, charts, estimates, projections, assumptions or expressions of opinion, assessed valuations or appraised values, or to any information which is attributable to a source other than the Developer, contained in the Preliminary Official Statement or the Official Statement), no facts came to our attention during the course of our representation of the Developer that would lead us to believe that the information under said captions of the Preliminary Official Statement, as of its date, or the Official Statement, as of its date and as of the date hereof, relating to the Developer and the Developer's organizations, activities, properties and financial condition, and its proposed development of the Property, contained or contains any untrue statement of a material fact or omitted or omits any material fact necessary in order to

make the statements therein, in the light of the circumstances under which they were made, not misleading.

In addition, all of our opinions expressed hereinabove are specifically subject to and limited by the following:

a) We express no opinion as to matters governed by any laws other than the substantive laws of California which are in effect as of the date hereof, and we assume no obligation to modify or supplement this opinion with respect to changes in such laws after the date hereof.

b) As counsel to the Developer in this matter, we have not rendered financial advice to the Developer and do not represent, by this opinion or otherwise, that we have reviewed or made any assessment about, nor do we offer any opinion about, the financial condition of the Developer, past, present or future, including any financial information contained in the Developer Disclosure Certificate; nor have we reviewed the financial feasibility of this transaction or those matters which the proceeds of the Bonds will fund or any of its components and, accordingly, we offer no opinion whatsoever regarding such financial feasibility.

c) The effect of laws or court decisions relating to bankruptcy, insolvency, fraudulent conveyance, equitable subordination, reorganization, arrangement, moratorium or other laws or court decisions relating to or affecting creditors' rights generally.

d) Limitations imposed by California or federal law or equitable principles upon the availability of the remedy of specific performance of any of the remedies, covenants or other provisions of any document or agreement and upon the availability of injunctive relief or other equitable remedies.

In addition, we express no opinion as to the title of the property within the District or any entitlements, permits, approvals or other assets relating to the Developer's development of its property as proposed in the Official Statement.

We express no opinion as to any matter other than as expressly set forth above, and, in conjunction therewith, specifically express no opinion concerning the application of or compliance with any federal securities law, including, but not limited to, the Securities Act of 1933, as amended, and the Trust Indenture Act of 1939, as amended, any state securities or "Blue Sky" law, or any federal, state or local tax law, as respecting the Bonds.

This letter is intended solely for your use in relation to the Bond Purchase Agreement and may not be reproduced or filed publicly or relied upon for any other purpose by you or for any purpose whatsoever by any other party without the express written consent of the undersigned except that this opinion may be copied and distributed as part of a closing book of the bond transaction documents, provided that such distribution shall not expand in any way the permitted uses of this letter.

We assume no responsibility for the effect of any fact or circumstance occurring subsequent to the date of this letter, including, without limitation, legislative or other changes in the law. Further, we assume no responsibility to advise you of any facts or circumstances of

which we become aware after the date hereof, regardless of whether or not they may affect our opinions herein. This opinion is given as of the date hereof, and we assume no obligation to update our opinions herein after the date hereof.

Very truly yours,

EXHIBIT F

CITY OF ROSEVILLE THE RANCH AT SIERRA VISTA COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES) SPECIAL TAX BONDS SERIES 2021

LETTER OF REPRESENTATIONS OF LENNAR HOMES OF CALIFORNIA, INC.

In connection with the issuance and sale of the above-captioned bonds (the “**Bonds**”), and pursuant to Section 4(d)(14) of the Bond Purchase Agreement (the “**Bond Purchase Agreement**”) to be executed by and between City of Roseville, California (the “**City**”), for and on behalf of the City of Roseville The Ranch at Sierra Vista Community Facilities District No. 1 (Public Facilities) (the “**District**”), and Stifel, Nicolaus & Company, Incorporated (the “**Underwriter**”), Lennar Homes of California, Inc., a California corporation (“**Lennar**”), hereby represents, warrants and covenants to the City, the District and the Underwriter as of the date hereof that:

1. Lennar is duly organized and validly existing under the laws of the State of California, is qualified to transact business in the State of California and has all requisite limited liability company right, power and authority to: (i) execute and deliver this Letter of Representations; and (ii) develop the Property (as defined below) as described in the Preliminary Official Statement.

2. As set forth in the Preliminary Official Statement, certain property within the District is held in the name of Lennar (herein, the “**Property**”). Except as otherwise described in the Preliminary Official Statement, Lennar is the party responsible for the development of the Property.

3. Except as disclosed in the Preliminary Official Statement, to the Actual Knowledge of the Undersigned,¹ Lennar and its Affiliates² have not violated any applicable law or administrative

¹ As used in this Certificate, the phrase “**Actual Knowledge of the Undersigned**” shall mean the actual (as opposed to constructive) knowledge that the undersigned currently has as of the date of this Certificate or has obtained from (i) interviews with such current officers and responsible employees of Lennar as the undersigned has determined are likely, in the ordinary course of their respective duties, to have knowledge of the matters set forth in this Certificate, and/or (ii) a review of such documents as the undersigned determined were reasonably necessary to obtain knowledge of the matters set forth in this Certificate. The undersigned has not conducted any extraordinary inspection or inquiry other than such inspections or inquiries as are prudent and customary in connection with the ordinary course of Lennar’s current business and operations. The undersigned has not contacted individuals who are no longer employed by Lennar. Lennar further notes that Lennar Corporation, a Delaware corporation (“**Lennar Corporation**”) completed a merger with CalAtlantic Group, Inc., a Delaware corporation (“**CalAtlantic**”) in February, 2018, pursuant to which CalAtlantic merged with and into a subsidiary of Lennar Corporation, with the subsidiary of Lennar Corporation being the surviving entity. Separate and apart from Lennar Corporation’s due diligence efforts for purposes of completing the acquisition of CalAtlantic, for purposes of this Certificate, individuals who were employees and officers of CalAtlantic and its subsidiaries prior to the merger have not been consulted or contacted and documents entered into by CalAtlantic and its subsidiaries or related to their properties and projects have not been reviewed.

² “**Affiliate**” means, with respect to a Person (i) any other Person directly, or indirectly through one or more intermediaries, controlling, controlled by or under common control with such Person, and (ii) for whom information, including financial information or operating data, concerning such Person referenced in clause (i) is material to an evaluation of the District and the Bonds (i.e., information relevant to the Developer’s development plans with respect to its Property and the payment of its Special Tax, or such Person’s assets or funds that would materially affect Lennar’s ability to develop its Property as described in the Preliminary Official Statement or to pay its Special Tax (to the extent the responsibility of Lennar) prior to delinquency). “**Person**” means an individual, a corporation, a partnership, a limited liability company, an association, a joint stock company, a trust, any unincorporated organization or a government or political subdivision thereof. For purposes hereof, the term “control”

regulation of the State of California or the United States of America, or any agency or instrumentality of either, which violation could reasonably be expected to materially and adversely affect Lennar's ability to pay Special Taxes due with respect to the Property.

4. Except as disclosed in the Preliminary Official Statement, to the Actual Knowledge of the Undersigned, (a) Lennar and its Affiliates are not in breach of or in default under any applicable judgment or decree or any loan agreement, option agreement, development agreement, indenture, bond or note (collectively, the “**Material Agreements**”) to which Lennar or its Affiliates are a party or otherwise subject, which breach or default could reasonably be expected to materially and adversely affect Lennar's ability to complete the development of the Property as proposed in the Preliminary Official Statement or to pay the Special Taxes due with respect to the Property (to the extent the responsibility of Lennar) prior to delinquency, and (b) no event has occurred and is continuing that with the passage of time or giving of notice, or both, would constitute such a breach or default.

5. Except as described in the Preliminary Official Statement, there is no material indebtedness of Lennar or its Affiliates that is secured by an interest in the Property. To the Actual Knowledge of the Undersigned, neither Lennar nor any of its Affiliates is in default on any obligation to repay borrowed money, which default is reasonably likely to materially and adversely affect Lennar's ability to complete the development of the Property as proposed in the Preliminary Official Statement or to pay the Special Taxes due with respect to the Property (to the extent the responsibility of Lennar) prior to delinquency.

6. Except as set forth in the Preliminary Official Statement, no action, suit, proceeding, inquiry or investigation at law or in equity, before or by any court, regulatory agency, public board or body is pending against Lennar (with proper service of process or proper notice to Lennar having been accomplished) or, to the Actual Knowledge of the Undersigned, is pending against any current Affiliate of Lennar (with proper service of process to such Affiliate having been accomplished) or to the Actual Knowledge of the Undersigned is overtly threatened in writing against Lennar or any such Affiliate which, if successful, is reasonably likely to materially and adversely affect Lennar's ability to complete the development of the Property as described in the Preliminary Official Statement or to pay the Special Tax on the Property (to the extent the responsibility of Lennar) prior to delinquency.

7. As of the date thereof, to the Actual Knowledge of the Undersigned, the Preliminary Official Statement, solely with respect to information contained therein with respect to Lennar, its Affiliates, ownership of the Property, Lennar's development plan, Lennar's financing plan, Lennar's lenders, if any, and contractual arrangements of Lennar or any Affiliate of Lennar (including, if material to Lennar's development plan or Lennar's financing plan, other loans of such Affiliates) as set forth under the captions “THE DISTRICT” (excluding information under the caption “—Environmental Matters”), “OWNERSHIP OF PROPERTY WITHIN THE DISTRICT” (excluding information under the caption “—Information Regarding the Master Developer”), “THE IMPROVEMENTS,” “SPECIAL RISK FACTORS—Property Values and Property Development—*Endangered and Threatened Species*” (but only as such information relates to Lennar and its development within the District) (excluding therefrom, in each case, information which is identified

(including the terms “controlling,” “controlled by” or “under common control with”) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

as having been provided by a source other than Lennar), is true and correct in all material respects and did not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

8. Lennar covenants that, while the Bonds or any refunding obligations related thereto are outstanding, Lennar and its Affiliates which it controls will not bring any action, suit, proceeding, inquiry or investigation, at law or in equity, before any court, regulatory agency, public board or body that in any way seeks to challenge or overturn the formation of the District, to challenge the adoption of the ordinance of the City levying Special Taxes within the District, to invalidate the District or any of the Bonds or any refunding bonds related thereto, or to invalidate the special tax liens imposed under Section 3115.5 of the Streets and Highways Code based on recordation of the amended notice of special tax lien relating thereto. The foregoing covenant shall not prevent Lennar or any Affiliate in any way from bringing any other action, suit or proceeding including, without limitation, (a) an action or suit contending that the Special Tax has not been levied in accordance with the methodologies contained in the District's Rate and Method of Apportionment of Special Taxes pursuant to which the Special Taxes are levied, (b) an action or suit with respect to the application or use of the Special Taxes levied and collected or (c) an action or suit to enforce the obligations of the City and/or the District under the Formation Documents, the District Documents, or any other agreements among Lennar, the City, and/or the District or to which Lennar is a beneficiary.

9. Except as disclosed in the Preliminary Official Statement or as a matter of public record (including, without limitation, liens for *ad valorem* tax obligations and liens for District), to the Actual Knowledge of the Undersigned, no public debt secured by a tax or assessment on the Property exists or is in the process of being authorized and Lennar has not taken any action to form any assessment districts or community facilities districts that would include any portion of the Property.

10. Lennar has been developing or has been involved in the development of numerous projects over an extended period of time. It is likely that Lennar has been delinquent at one time or another in the payment of ad valorem property taxes, special assessments or special taxes. However, except as disclosed in the Preliminary Official Statement, to the Actual Knowledge of the Undersigned, Lennar is not currently in default in, or, in the last five years, has ever defaulted to any material extent in, the payment of special taxes or assessments in connection with the District or any other community facilities districts or assessment districts in California that (a) would have caused a draw on a reserve fund relating to such assessment district or community facilities district financing or (b) was not cured prior to the institution of any enforcement action with a court of law.

11. Lennar consents to the issuance of the Bonds. Lennar acknowledges that the City intends to use the net proceeds of the Bonds in the manner described in the Preliminary Official Statement.

12. Lennar intends to comply with the provision of the Mello-Roos Community Facilities District Act of 1982, as amended relating to the Notice of Special Tax described in Government Code Section 53341.5 in connection with the sale of the Property, or portions thereof.

13. To the Actual Knowledge of the Undersigned, Lennar is able to pay its bills as they become due and no legal proceedings are pending against Lennar (with proper service of process to

Lennar having been accomplished) or, to the Actual Knowledge of the Undersigned, threatened in writing in which Lennar may be adjudicated as bankrupt or discharged from any and all of its debts or obligations, or granted an extension of time to pay its debts or obligations, or be allowed to reorganize or readjust its debts, or be subject to control or supervision of the Federal Deposit Insurance Corporation.

14. Based upon its current development plans, including, without limitation, its current budget, and subject to economic conditions and risks generally inherent in the development of real property, many of which are beyond the control of Lennar, and except as disclosed in the Preliminary Official Statement including in the sections entitled “THE DISTRICT” and “OWNERSHIP OF PROPERTY WITHIN THE DISTRICT,” Lennar currently expects that it will have sufficient funds and/or sources of funds to complete the development of the Property as described in the Preliminary Official Statement and to pay Special Taxes levied against the Property (to the extent the responsibility of Lennar) prior to delinquency and does not anticipate that the City or the District will be required to resort to a draw on the Reserve Fund for payment of principal of or interest on the Bonds due to Lennar’s nonpayment of Special Taxes. Lennar reserves the right to change its development plan and financing plan for the Property at any time without notice.

15. Solely as to the limited information described in Paragraph 7 above concerning Lennar its Affiliates, ownership of the Property, Lennar’s development plan, Lennar’s financing plan, Lennar’s lenders, if any, and contractual arrangements of Lennar or any Affiliates (including, if material to Lennar’s development plan or Lennar’s financing plan, other loans of such Affiliates) as set forth in the Preliminary Official Statement (excluding therefrom information which is identified as having been provided by a source other than Lennar), Lennar agrees to indemnify and hold harmless, to the extent permitted by law, the City, the District, and their officials and employees, and each Person, if any (each, an “**Indemnified Party**” and together, the “**Indemnified Parties**”), who controls any of the foregoing within the meaning of Section 15 of the Securities Act of 1933, as amended, or of Section 20 of the Securities Exchange Act of 1934, as amended, against any and all losses, claims, damages or liabilities, joint or several, to which such indemnified party may become subject under any statute or at law or in equity or otherwise and shall reimburse any such indemnified party for any reasonable legal or other expense reasonably incurred by it in connection with investigating any such claim against it and defending any such action, only to the extent that such losses, claims, damages, liabilities or actions arise from any untrue statement by Lennar of a material fact contained in the above referenced information in the Preliminary Official Statement, as of its date, or the omission by Lennar to state in the Preliminary Official Statement, as of its date, a material fact necessary to make the statements made by Lennar contained therein, in light of the circumstances under which they were made not misleading. This indemnity provision shall not be construed as a limitation on any other liability which Lennar may otherwise have to any indemnified party, provided that in no event shall Lennar be obligated for double indemnification, or for the negligence or willful misconduct of an indemnified party.

If any suit, action, proceeding (including any governmental or regulatory investigation), claim or demand shall be brought or asserted against any Indemnified Party in respect of which indemnification may be sought pursuant to the above paragraph, such Indemnified Party shall promptly notify Lennar in writing; provided that the failure to notify Lennar shall not relieve it from any liability that it may have hereunder except to the extent that it has been materially prejudiced (through the forfeiture of substantive rights or defenses) by such failure; and provided, further, that the failure to notify Lennar shall not relieve it from any liability that it may have to an Indemnified Party otherwise than under the above paragraph. If any such proceeding shall be brought or asserted against

an Indemnified Party and it shall have notified Lennar thereof, Lennar shall retain counsel reasonably satisfactory to the Indemnified Party (who shall not, without the consent of the Indemnified Party, be counsel to Lennar) to represent the Indemnified Party in such proceeding and shall pay the fees and expenses of such counsel related to such proceeding, as incurred. In any such proceeding, any Indemnified Party shall have the right to retain its own counsel, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party unless (i) Lennar and the Indemnified Party shall have mutually agreed to the contrary; (ii) Lennar has failed within a reasonable time to retain counsel reasonably satisfactory to the Indemnified Party; (iii) the Indemnified Party shall have reasonably concluded that there may be legal defenses available to it that are different from or in addition to those available to Lennar; or (iv) the named parties in any such proceeding (including any impleaded parties) include both Lennar and the Indemnified Party and representation of both parties by the same counsel would be inappropriate due to actual or potential differing interest between them. It is understood and agreed that Lennar shall not, in connection with any proceeding or related proceedings in the same jurisdiction, be liable for the fees and expenses of more than one separate firm (in addition to any local counsel) for all Indemnified Parties, and that all such fees and expenses, to the extent reasonable, shall be paid or reimbursed as they are incurred. Any such separate firm shall be designated in writing by such Indemnified Parties. Lennar shall not be liable for any settlement of any proceeding effected without its written consent, but if settled with such consent or if there be a final judgment for the plaintiff, Lennar agrees to indemnify each Indemnified Party from and against any loss or liability by reason of such settlement or judgment. Notwithstanding the foregoing sentence, if at any time an Indemnified Party shall have requested that Lennar reimburse the Indemnified Party for fees and expenses of counsel as contemplated by this paragraph, Lennar shall be liable for any settlement of any proceeding effected without its written consent if (i) such settlement is entered into more than 60 days after receipt by Lennar of such request and (ii) Lennar shall not have reimbursed the Indemnified Party in accordance with such request prior to the date of such settlement (provided that the foregoing shall not be applicable to any failure to reimburse if Lennar is disputing such payment in good faith and shall have paid any amounts not in dispute). Lennar shall not, without the written consent of the Indemnified Party, effect any settlement of any pending or threatened proceeding in respect of which any Indemnified Party is or could have been a party and indemnification could have been sought hereunder by such Indemnified Party, unless such settlement (x) includes an unconditional release of such Indemnified Party, in form and substance reasonably satisfactory to such Indemnified Party, from all liability on claims that are the subject matter of such proceeding and (y) does not include any statement as to or any admission of fault, culpability or a failure to act by or on behalf of any Indemnified Party.

16. If, between the date hereof and the Closing Date any event relating to or affecting Lennar, its Affiliates, ownership of the Property, Lennar's development plan, Lennar's financing plan, Lennar's lenders, if any, and contractual arrangements of Lennar or any Affiliate of Lennar (including, if material to Lennar's development plan or Lennar's financing plan, other loans of such Affiliates) shall occur of which the undersigned has Actual Knowledge and which the undersigned believes would cause the information under the sections of the Preliminary Official Statement indicated in Paragraph 8 hereof, to contain an untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the undersigned shall notify the City and the Underwriter and if in the opinion of counsel to the City or the Underwriter, such event requires the preparation and publication of a supplement or amendment to the Preliminary Official Statement, Lennar shall reasonably cooperate with the City in the preparation of an amendment or supplement to the Preliminary Official Statement in form and substance reasonably satisfactory to counsel to the City and to the Underwriter.

17. For the period through 25 days after the “end of the underwriting period” as defined in the Bond Purchase Agreement, if any event relating to or affecting Lennar, its Affiliates, ownership of the Property, Lennar’s development plan, Lennar’s financing plan, Lennar’s lenders, if any, and contractual arrangements of Lennar or any Affiliates of Lennar (including, if material to Lennar’s development plan or Lennar’s financing plan, other loans of such Affiliates) shall occur as a result of which it is necessary, in the opinion of the Underwriter or counsel to the City, to amend or supplement the Official Statement in order to make the Official Statement not misleading in the light of the circumstances existing at the time it is delivered to a purchaser, Lennar shall reasonably cooperate with the City and the Underwriter in the preparation of an amendment or supplement to the Official Statement in form and substance reasonably satisfactory to the Underwriter and Disclosure Counsel which will amend or supplement the Official Statement so that it will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances existing at the time the Official Statement is delivered to a purchaser, not misleading.

18. On behalf of Lennar, I have reviewed the contents of this Certificate and have met with counsel to Lennar for the purpose of discussing the meaning of its contents.

Unless otherwise indicated, capitalized terms used herein and not defined have the meaning given to them in the Bond Purchase Agreement. The undersigned has executed this Certificate solely in his or her capacity as an authorized officer or representative of Lennar and he or she will have no personal liability arising from or relating to this Certificate. Any liability arising from or relating to this Certificate may only be asserted against Lennar.

Dated: _____, 2021

LENNAR HOMES OF CALIFORNIA, INC.

By: _____

Name: _____

Title: _____

EXHIBIT G

FORM OF DEVELOPER'S COUNSEL OPINION

[Closing Date]

City of Roseville
311 Vernon Street,
Roseville, California 95678

Stifel, Nicolaus & Company, Incorporated
One Montgomery Street, 35th Floor
San Francisco, California 94104

Re: \$ _____ **City of Roseville**
 The Ranch at Sierra Vista Community Facilities District No. 1 (Public Facilities)
 Special Tax Bonds Series 2021

Ladies and Gentlemen:

We have acted as counsel to Lennar Homes of California, Inc., a California corporation (the "Developer") in connection with the issuance and sale by the City of Roseville, on behalf of the City of Roseville The Ranch at Sierra Vista Community Facilities District No. 1 (Public Facilities) (the "District") of \$ _____ City of Roseville The Ranch at Sierra Vista Community Facilities District No. 1 (Public Facilities) Special Tax Bonds Series 2021 (the "Bonds"). This opinion is rendered pursuant to the Bond Purchase Agreement dated _____, 2021 (the "Bond Purchase Agreement"), entered into in connection therewith. Capitalized terms used herein without definition shall have the meanings set forth in the Bond Purchase Agreement.

In rendering the opinions set forth herein, we have reviewed and examined such documents as we have determined to be appropriate, including the following documents:

1. The Bond Purchase Agreement;
2. The Preliminary Official Statement;
3. The final Official Statement; and
4. The Letter of Representations of Lennar Homes of California, Inc. dated _____, 2021, and the Closing Certificate of Lennar Homes of California, Inc., dated _____, 2021, both as required pursuant to Section 4(d)(14) of the Bond Purchase Agreement (collectively, the "Developer Certificate").

For purposes of this opinion, the term “Litigation Search” shall mean a litigation search of Developer, performed in the Superior Court of the State of California, County of Placer; the California Court of Appeal, Third Appellate District; the United States District Court, Eastern District of California; the United States Bankruptcy Court, Eastern District of California; and the United States Ninth Circuit Court of Appeal, conducted by Corporation Service Company (Order Date _____, 2021; Order Number _____ (the “Litigation Search”), but without warranty as to the completeness and accuracy thereof due to the potential for errors or inaccuracies in the data and files made available from the applicable courts.

With respect to factual matters underlying our opinions herein, we have made no independent investigation or inquiry and have relied solely upon the Developer’s Certificate and the Litigation Search. We advise you that the phrase “to our knowledge,” as used herein, means that no facts have come to our attention, based upon an inquiry of attorneys in this firm who devote substantive legal attention to Developer, or as a result of our examination of the Developer’s Certificate and the Litigation Search, that indicate to us anything contrary to the statement to which the phrase relates. Except as expressly set forth above, the phrase does not mean that we have conducted any investigation or inquiry or performed any other examination or review. We have no reason to believe that any factual matters or assumptions relied upon by us are not true, correct and complete.

Our opinions herein are limited to the internal laws of the State of California and the federal laws of the United States of America. We express no opinion whatsoever with respect to the laws of any other jurisdiction and assume no responsibility for the applicability of such laws.

In rendering our opinions herein, we have assumed the following, with your approval:

(i) The genuineness and authenticity of all signatures on original documents submitted to us (other than any signatures on behalf of Developer); the authenticity and completeness of all documents submitted to us as originals; the conformity to originals of all documents submitted to us as copies; where any signature, other than any signature on behalf of Developer purports to have been made in a corporate, governmental, fiduciary or other capacity, the person who affixed such signature had the full power and authority to do so;

(ii) The due authorization, execution and delivery of the applicable agreements by the parties thereto, other than the Developer, and the legality, validity, binding effect and enforceability against such parties of their respective obligations under such agreements;

(iii) The truth, accuracy and completeness of all factual representations and warranties of all parties under the documents described in paragraphs 1 through 4, above;

(iv) The constitutionality or validity of a relevant statute, rule, regulation or agency action is not in issue unless a reported decision in the State of California has specifically addressed but not resolved, or has established, its unconstitutionality or invalidity; and

(v) All official public records relied upon by us are accurate and complete.

Based upon the foregoing and in reliance thereon, and based on our examination of such questions of law as we have deemed appropriate under the circumstances, and subject to any

further assumptions, comments, exceptions, qualifications and limitations set forth below, as of the date hereof, it is our opinion that:

1. To our knowledge, Developer is not in violation of any provision of or in default under, its organizational documents or any agreement or other instrument, violation or default under which would materially and adversely affect the business, properties, assets, liabilities or conditions (financial or other) of the Developer with respect to Developer's ability to develop real property owned by Developer within the District.

2. To our knowledge, except as set forth in the Official Statement, there is no litigation pending against Developer (with service of process to Developer having been duly given and completed) or overtly threatened against Developer which would materially and adversely affect the Developer's ability to complete the development of its property as proposed in the Official Statement or to pay the Special Taxes.

3. Without having undertaken to determine independently the accuracy, completeness or fairness of the statements contained in the Preliminary Official Statement or the Official Statement under the captions "THE DISTRICT" (excluding information under the caption "—Environmental Matters"), "OWNERSHIP OF PROPERTY WITHIN THE DISTRICT" (excluding information under the caption "—Information Regarding the Master Developer"), "THE IMPROVEMENTS," and "SPECIAL RISK FACTORS—Property Values and Property Development—*Endangered and Threatened Species*" (except that no opinion or belief need to be expressed as to any information relating to The Depository Trust Company, or any information relating to CUSIP numbers, or with respect to any financial, statistical or engineering information, data or forecasts, numbers, charts, estimates, projections, assumptions or expressions of opinion, assessed valuations or appraised values, or to any information which is attributable to a source other than the Developer, contained in the Preliminary Official Statement or the Official Statement), no facts came to our attention during the course of our representation of the Developer that would lead us to believe that the information under said captions of the Preliminary Official Statement, as of its date, or the Official Statement, as of its date and as of the date hereof, relating to the Developer and the Developer's organizations, activities, properties and financial condition, and its proposed development of the Property, contained or contains any untrue statement of a material fact or omitted or omits any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

In addition, all of our opinions expressed hereinabove are specifically subject to and limited by the following:

a) We express no opinion as to matters governed by any laws other than the substantive laws of California which are in effect as of the date hereof, and we assume no obligation to modify or supplement this opinion with respect to changes in such laws after the date hereof.

b) As counsel to the Developer in this matter, we have not rendered financial advice to the Developer and do not represent, by this opinion or otherwise, that we have reviewed or made any assessment about, nor do we offer any opinion about, the financial condition of the Developer, past, present or future; nor have we reviewed the financial feasibility of this

transaction or those matters which the proceeds of the Bonds will fund or any of its components and, accordingly, we offer no opinion whatsoever regarding such financial feasibility.

c) The effect of laws or court decisions relating to bankruptcy, insolvency, fraudulent conveyance, equitable subordination, reorganization, arrangement, moratorium or other laws or court decisions relating to or affecting creditors' rights generally.

d) Limitations imposed by California or federal law or equitable principles upon the availability of the remedy of specific performance of any of the remedies, covenants or other provisions of any document or agreement and upon the availability of injunctive relief or other equitable remedies.

In addition, we express no opinion as to the title of the property within the District or any entitlements, permits, approvals or other assets relating to the Developer's development of its property as proposed in the Official Statement.

We express no opinion as to any matter other than as expressly set forth above, and, in conjunction therewith, specifically express no opinion concerning the application of or compliance with any federal securities law, including, but not limited to, the Securities Act of 1933, as amended, and the Trust Indenture Act of 1939, as amended, any state securities or "Blue Sky" law, or any federal, state or local tax law, as respecting the Bonds.

This letter is intended solely for your use in relation to the Bond Purchase Agreement and may not be reproduced or filed publicly or relied upon for any other purpose by you or for any purpose whatsoever by any other party without the express written consent of the undersigned except that this opinion may be copied and distributed as part of a closing book of the bond transaction documents, provided that such distribution shall not expand in any way the permitted uses of this letter.

We assume no responsibility for the effect of any fact or circumstance occurring subsequent to the date of this letter, including, without limitation, legislative or other changes in the law. Further, we assume no responsibility to advise you of any facts or circumstances of which we become aware after the date hereof, regardless of whether or not they may affect our opinions herein. This opinion is given as of the date hereof, and we assume no obligation to update our opinions herein after the date hereof.

Very truly yours,



COUNCIL COMMUNICATION

CC #: 1821

File #: 1002-01 & 0704-01-01 & 0201-01

Title:	20 Acres In West Roseville (Portion of Lot 25 - Parcel W-60b) - Purchase and Sale Agreement
Contact:	Jill Geller 916-774-5249 jageller@roseville.ca.us Joe Speaker 916-774-5325 jspeaker@roseville.ca.us

Meeting Date: 12/1/2021

Item #: 8.1.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution authorizing the City Manager to execute a Purchase and Sale Agreement with West Roseville, LLC for the purchase of 20 acres in West Roseville (Portion of Lot 25, W-60b, WRSP Phase 4).

Staff additionally recommends that the City Council adopt an ordinance to approve a budget adjustment from the Strategic Improvement Fund for the purchase of the property.

BACKGROUND

The City of Roseville currently owns the adjacent parcel (W-60a) north of the proposed 20-acre property. The proposed acquisition of the 20 acres will allow the City of Roseville to develop a future sports complex, which is contemplated to include multiple long fields. The additional 20 acres will allow the future sports complex to have additional fields and be a regional draw for sporting events.

The purchase price of \$5,227,200 is a negotiated price but, based on a recent appraisal of the site, represents a below market price for the 20 acres (which is currently zoned light industrial). The land owner has shared with staff an appraisal prepared in September 2021 that valued the 15 acres at \$4,410,000, and the 5 acre parcel at \$1,580,000 for a combined value of \$5,990,000. Concurrently, staff is processing a separate entitlement on a separate parcel that is owned by an affiliate of the seller. As part of that entitlement processing, that separate owner has agreed to cause five (5) acres of the 20 that are part of this Purchase and Sale Agreement to be dedicated to the City as satisfaction of that owner's obligation under a Development Agreement. If that other entitlement is ultimately approved and if it occurs prior to close of escrow, then the total purchase price will be reduced to reflect only 15 acres being purchased and five (5) acres being dedicated, for a total of \$3,920,400. Despite the potential for a reduced purchase price, Staff has budgeted the total \$5,227,200, as the entitlements may or may not be approved.

FISCAL IMPACT

The total purchase will be paid out of the Strategic Improvement Fund, but the proposed future sports complex is expected to be a sports draw for the region, resulting in added revenue to the City General Fund in the form of sales tax and transient occupancy tax revenue.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) only applies to projects which have the potential to cause a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. (CEQA Guidelines §15061(b)(3)). The proposed purchase and sale agreement will not result in effects on the environment, and, in accordance with §15004(b)(2) (A), future use of the site is contingent on CEQA compliance.

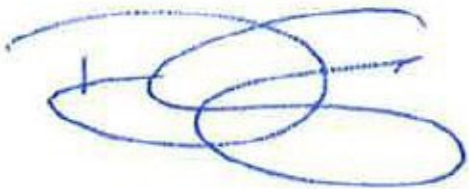
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal D: Enhance Economic Vitality

Respectfully Submitted,

Joe Speaker, Assistant City Attorney

Jill Geller, Director of Parks, Recreation, and Libraries



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 21-470

Purchase and Sale Agreement for a Portion of Lot 25, W-60b

Vicinity Map

Ordinance 6427

Budget Adjustment

RESOLUTION NO. 21-470

APPROVING A PURCHASE AND SALE AGREEMENT, BY AND BETWEEN THE CITY OF
ROSEVILLE AND WEST ROSEVILLE, LLC, AND AUTHORIZING THE CITY MANAGER
TO EXECUTE THE AGREEMENT AND ALL RELATED DOCUMENTS
ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, the City of Roseville would like to purchase 20 acres in West Roseville
(Portion of Lot 25, W-60b, WRSP Phase 4) for the development of a sports complex; and

WHEREAS, the City of Roseville currently owns the adjacent parcel (W-60a) north of the
proposed 20 acre property; and

WHEREAS, the proposed acquisition of the 20 acres will allow the City of Roseville to
develop a future sports complex, which is contemplated to include multiple long fields; and

WHEREAS, the additional 20 acres will allow the future sports complex to have additional
fields and be a regional draw for sporting events; and

WHEREAS, the Purchase and Sale Agreement and Escrow Instructions, has been reviewed
by the City Council.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that the
Purchase and Sale Agreement and Escrow Instructions is hereby approved and the City Manager is
authorized to execute said agreement, including all assignments and related escrow documents
necessary to effectuate the purchase on behalf of the City of Roseville.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

**PURCHASE AND SALE AGREEMENT
AND ESCROW INSTRUCTIONS**

(Westpark: Portion of Lot 25 (Parcel W-60B of the West Roseville Specific Plan), Phase 4)

THIS PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS (this “**Agreement**”) is made effective as of _____, 2021 (the “**Effective Date**”), by and between the **CITY OF ROSEVILLE**, a municipal corporation (“**Buyer**”), and **WEST ROSEVILLE, LLC**, a California limited liability company (“**Seller**”).

RECITALS

A. Seller is the owner of certain real property located in the City of Roseville (the “**City**”), County of Placer (the “**County**”), State of California, which (1) is commonly referred to as a portion of Lot 25 (Parcel W-60B of the Specific Plan, as defined below), (2) contains approximately 20 acres of land, and (3) is part of a mixed-use, master-planned community commonly referred to as “**Westpark**” (as further described in Section 1.1, the “**Property**”).

B. Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, the Property.

C. City Council has reviewed this Agreement and, pursuant to Resolution No. _____, passed and adopted by a _____ affirmative vote of City Council on _____, 20____, City Council has authorized the execution of this Agreement by the City Manager.

D. Seller and Buyer, therefore, desire to enter into this Agreement to provide for the purchase and sale of the Property, pursuant to the terms set forth herein.

AGREEMENT

Now, therefore, the parties hereby agree as follows:

ARTICLE 1.

PROPERTY; PURCHASE AND SALE

1.1. Property Defined. As used herein, the term “**Property**” shall mean the Land, Improvements and Intangible Property, each as defined in this Section 1.1.

1.1.1. Land. The approximate 5 acres of real property more particularly described and depicted on Schedule 1.1.1(a) (the “**Dedication Acreage**”) and the approximate 15 acres of real property more particularly described and depicted on Schedule 1.1.1(b), together with all easements, appurtenances, development rights, mineral rights, water rights, air rights, and all other rights and privileges appertaining thereto (collectively, the “**Land**”).

1.1.2. Improvements. Any buildings, structures, fixtures and other improvements affixed to or located on the Land, expressly excluding any utility, right-of-way or landscaping improvements dedicated (or intended under the Existing Entitlements (as defined

below) to be dedicated) to the City or a utility company (collectively, the “**Improvements**”). The Land and the Improvements are collectively referred to herein as the “**Real Property**.”

1.1.3. Intangible Property. Subject to the terms of Section 1.1.4 below, any and all of Seller’s right, title and interest in and to (a) the work product, agreements, warranty rights, indemnities, guarantees, claims, actions, awards, defenses and similar rights related to the ownership, operation and development of the Real Property and (b) all permits, licenses, approvals, entitlements and authorizations issued by any governmental agency or authority to the extent applicable to the Real Property, together with an assumption of the obligations related to the Real Property thereunder arising from and after the Closing (as defined below) and expressly excluding any breach or default by Seller thereunder (collectively, the “**Intangible Property**”).

1.1.4. Excluded Property. Buyer acknowledges and agrees that, notwithstanding anything to the contrary contained herein, the items described in Schedule 1.1.4 (collectively, the “**Excluded Property**”) (a) are not included as part of the Property to be sold and conveyed to Buyer pursuant to this Agreement and (b) shall be retained and reserved by Seller at Closing.

1.2. Agreement of Purchase and Sale. Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and convey the Property to Buyer, and Buyer agrees to purchase the Property from Seller.

1.3. Independent Consideration; Purchase Price.

1.3.1. Independent Consideration. Within twenty-one (21) days after the Effective Date, Buyer will pay One Hundred and No/100 Dollars (\$100.00) (the “**Independent Consideration**”) to Seller outside of Escrow (as defined below) as independent consideration for Buyer’s right and option to terminate this Agreement based upon Buyer’s disapproval of Buyer’s due diligence inspection of the Property as provided in Section 3.3 below, which Independent Consideration is immediately (a) fully earned by Seller, (b) non-refundable under any circumstances, and (c) not applicable to the Purchase Price.

1.3.2. Purchase Price. The purchase price for the Property shall be Three Million Nine Hundred Twenty Thousand Four Hundred and No/100 Dollars (\$3,920,400.00) (the “**Purchase Price**”); provided, however, if Final Approval (as defined below) of the SVSP Parcel WB-41 Entitlements (as defined below) is not obtained on or before the Closing Date, the Purchase Price for the Property shall be Five Million Two Hundred Twenty-Seven Thousand Two Hundred and No/100 Dollars (\$5,227,200.00). Buyer shall pay the Purchase Price in Good Funds (as hereinafter defined) at Closing through Escrow.

1.3.3. Good Funds. All payments and cash deposits required under this Agreement shall be made in good funds either by certified bank or cashier’s check or by federal wire transfer of immediately available funds (“**Good Funds**”).

1.4. Escrow.

1.4.1. Opening Escrow. Upon receipt of a fully executed copy of this Agreement, Placer Title Company (located at the address set forth in Section 11.4 below)

(**“Escrow Holder”**) shall open escrow pursuant hereto (the **“Escrow”**) and deliver the Acknowledgement of Escrow Holder attached to this Agreement.

1.4.2. Escrow Instructions. This Agreement shall constitute the initial instructions for the Escrow; provided, however, that each party may provide closing or other instructions for the Escrow that do not conflict with this Agreement. The parties shall, on demand, execute those additional escrow instructions not inconsistent herewith and deposit with the Escrow Holder all instruments and funds as may be necessary and appropriate to close the transaction in accordance with this Agreement. In case of any conflict between them, this Agreement will supersede the Escrow Holder’s form of general instructions or general provisions for the Escrow to the extent of such conflict.

1.5. Public Benefit; Charitable Contribution. The appraised price of the Property is equal to Six and 75/100 Dollars (\$6.75) per square foot; however, because Buyer intends to use the Property for public use as a sports complex, Seller is selling the Property to Buyer at a discounted price equal to Six and No/100 Dollars (\$6.00) per square foot. Upon Seller’s request, Buyer shall provide Seller a written acknowledgment required for Seller to substantiate a charitable contribution, which written acknowledgment shall contain: (a) name of the Buyer, (b) description of the contribution (i.e., the sale of the Property at a discounted price), and (c) a statement that no goods or services were provided by Buyer in return for the contribution, if that was the case.

ARTICLE 2.

TITLE AND SURVEY

2.1. Review of Title Documents. Prior to the Effective Date, Seller caused to be delivered to Buyer a preliminary report for the Property issued by Escrow Holder (the **“Preliminary Report”**), together with legible copies of all documents evidencing exceptions to title referred to therein (collectively, the **“Title Documents”**). Buyer shall have until 5:00 p.m. (Pacific Time) on December 10, 2021 (the **“Title Approval Date”**) to either approve the exceptions contained in the Preliminary Report, Title Documents and any exceptions arising from any ALTA/NSPS survey Buyer desires to obtain during the Contingency Period at Buyer’s expense, or to notify Seller in writing (the **“Title Objection Notice”**), specifying any exceptions and/or survey matters to which Buyer objects (the **“Title Objections”**). If Buyer fails to deliver to Seller the Title Objection Notice by the Title Approval Date, Buyer shall be deemed to have accepted and approved all exceptions contained in the Title Documents and any exceptions arising from any ALTA/NSPS survey Buyer obtains. Seller shall have a period of five (5) business days after Seller’s receipt of the Title Objection Notice (the **“Seller’s Response Date”**) to, in Seller’s reasonable discretion, (a) agree to remove some or all of the Title Objections prior to the Closing and to inform Buyer in writing of the same or (b) advise Buyer in writing that Seller will not agree to remove some or all of the Title Objections (the **“Title Response Notice”**). If Seller fails to timely deliver to Buyer the Title Response Notice, it shall be conclusively deemed that Seller has elected not to remove any of the Title Objections. If Seller advises Buyer in its Title Response Notice that it will not remove nor agree to remove some or all of the Title Objections (or Seller is deemed to have so advised Buyer), then Buyer shall have until 5:00 p.m. (Pacific Time) on the date that is five (5) business days after the Seller’s Response Date to advise Seller, in writing, whether Buyer elects to waive such objections and proceed with the acquisition

of the Property subject to the Title Objections or to terminate this Agreement. If Buyer fails to timely deliver such notice, Buyer shall conclusively be deemed to have elected to terminate this Agreement. Seller shall have until the Closing Date to remove those specified Title Objections, if any, which Seller has agreed to remove in the Title Response Notice. Notwithstanding the foregoing, by the Closing Date or in connection with the Closing, Seller shall remove or cause to be removed all monetary liens, all UCC-1 filings with respect to the Property, if any, and all monetary encumbrances affecting the Property (other than current taxes and assessments not yet due and payable).

2.2. Permitted Exceptions. The following matters are deemed approved by Buyer and hereinafter referred to as the “**Permitted Exceptions**”:

2.2.1. those title exceptions and matters set forth in the Title Documents that are accepted and approved by Buyer pursuant to Section 2.1;

2.2.2. the lien of all ad valorem real estate taxes, special taxes and assessments not yet delinquent as of the date of Closing, subject to proration as herein provided;

2.2.3. to the extent coverage is excluded from the form of policy issued at Closing, local, state and federal laws, ordinances or governmental regulations, including, but not limited to, building and zoning laws, ordinances and regulations, now or hereafter in effect relating to the Real Property;

2.2.4. items shown on a survey or that would be shown based on a physical inspection of the Real Property;

2.2.5. subject to the provisions of this Agreement, the usual printed exceptions and exclusions contained in such title insurance policies;

2.2.6. matters required pursuant to the Existing Entitlements;

2.2.7. matters caused by or on behalf of or consented to in writing by Buyer; and

2.2.8. matters contemplated by this Agreement, including, without limitation, escrow documents to be recorded on or before the Close of Escrow.

2.3. Title Insurance. At Closing, Seller shall convey the Real Property to Buyer by execution and delivery of the Deed (as defined below). As a condition to Closing, the Escrow Holder shall be prepared to issue, or cause to be issued, an ALTA Standard Coverage Owner's Policy of Title Insurance with Western Regional Exceptions covering the Real Property, in the full amount of the Purchase Price, subject only to the Permitted Exceptions (the “**Title Policy**”). It is understood that Buyer may request a number of endorsements to the Title Policy (collectively, “**Buyer's Endorsements**”) or elect to obtain an ALTA Extended Coverage Owner's Policy of Title Insurance (“**ALTA Extended Coverage Policy**”). If Buyer elects to obtain any Buyer's Endorsements or an ALTA Extended Coverage Policy, then (a) Buyer shall satisfy itself during the Contingency Period (as defined below) that Escrow Holder will be willing to issue such Buyer's Endorsements or issue the ALTA Extended Coverage Policy at the Closing, (b) the issuance of such Buyer's Endorsements or the ALTA Extended Coverage Policy shall not be a

condition to Closing, (c) in no event shall Seller be obligated to provide any indemnity or other document in order to issue such Buyer's Endorsements or the ALTA Extended Coverage Policy, except that Seller shall provide an affidavit to remove any exceptions for parties in possession and an indemnity reasonably required by Escrow Holder in order to issue a 101.4 mechanic's lien endorsement (excluding coverage for any work performed by or on behalf of Buyer), (d) in no event shall the Closing Date be extended to permit Buyer to obtain such Buyer's Endorsements or the ALTA Extended Coverage Policy, and (e) Buyer shall timely deliver any survey and other documents required by the Escrow Holder as a condition to the issuance of such Buyer's Endorsements or the ALTA Extended Coverage Policy and pay any additional excess expense associated therewith.

2.4. Rights Upon Termination. If this Agreement is terminated pursuant to Article 2, Section 3.3, or Article 4 through no fault of either party, then (a) all instruments in Escrow shall be returned to the party depositing the same, (b) Buyer shall return to Seller all items previously delivered by Seller to Buyer (except for any electronic copies on Buyer's computer server) and deliver to Seller copies of any final reports received by Buyer relating to any inspection of the Property performed or obtained by Buyer pursuant to this Agreement in accordance with Section 3.1 or otherwise, (c) Buyer and Seller shall each pay one-half (1/2) of all Escrow charges, and (d) neither party shall have any further rights, obligations or liabilities whatsoever to the other party concerning the Property by reason of this Agreement, except for any indemnity obligations of either party pursuant to the provisions of this Agreement or otherwise expressly stated in this Agreement to survive termination. If this Agreement is terminated pursuant to a breach or default by either party, the provisions of Article 7 shall apply.

ARTICLE 3.

REVIEW OF PROPERTY

3.1. Right of Inspection. Buyer shall have the right until 5:00 p.m. (Pacific Time) on January 12, 2022 (the "**Contingency Period**"), to conduct, at Buyer's sole cost and expense, any and all inspections, tests and studies related to the Property that Buyer deems appropriate in connection with Buyer's proposed acquisition and development of the Property, including, but not limited to an inspection of the physical and environmental condition of the Property, all pursuant to the terms and conditions of this Agreement. Buyer's City Manager, or his or her designee, may execute any documents necessary to perform and/or memorialize the foregoing inspections, tests, and studies. Prior to the date hereof, Seller provided to Buyer all documents and materials that are material to the development of the Property and are in Seller's possession as set forth in Schedule 3.1 attached hereto (collectively, the "**Property Documents**"), and, by signing this Agreement, Buyer acknowledges receipt of the same. Notwithstanding the foregoing to the contrary, the Property Documents shall expressly exclude any appraisals, valuations, proformas or economic data related to the Property that has been prepared by or on behalf of Seller, Seller's corporate documents and documents protected by the attorney-client privilege. Except as otherwise expressly provided in this Agreement, Seller makes no representation or warranty concerning the Property or the Property Documents of any nature whatsoever including, but not limited to, representations and warranties of correctness, accuracy, completeness or fitness for any purpose. Buyer acknowledges and agrees that Buyer is an experienced real estate investor and is well-qualified to independently evaluate, inspect and review the Property. Except as otherwise

expressly provided in this Agreement, Buyer is assuming all risks arising out of the use of or reliance on Buyer's examination of the Property and the Property Documents.

3.1.1. Notice; Insurance. Any on-site inspections of the Real Property may be made upon twenty-four (24)-hours' prior notice to Seller (either by electronic mail or telephone). Buyer shall require its agents and consultants performing work on the Real Property to maintain the following insurance: (a) commercial general liability and property damage insurance with coverage limits of not less than One Million and No/100 Dollars (\$1,000,000.00) per occurrence and Two Million and No/100 Dollars (\$2,000,000.00) in the aggregate for bodily injury and property damage in any combination of primary and excess insurance which will cover the activities of Buyer on the Real Property and shall name the Seller as an additional insured thereunder; (b) workers' compensation and employer's liability insurance in accordance with the provisions of California law; and (c) automobile liability insurance, with limits of not less than One Million and No/100 Dollars (\$1,000,000.00) combined single limit for bodily injury and property damage.

3.1.2. Seller Representative; Invasive Testing; Copies of Reports. Seller may have a representative present during any such inspections. If Buyer desires to do any invasive testing on the Real Property, Buyer shall do so only after notifying Seller and obtaining Seller's prior written consent thereto, which consent may be subject to any terms and conditions imposed by Seller in its sole discretion. Buyer shall keep the Property free and clear of any liens arising out of Buyer's entry onto or inspection of the Property. Promptly following any entry upon the Real Property, Buyer shall restore the Real Property to substantially the condition which existed prior to such entry except as otherwise hereinafter provided. Buyer will promptly furnish to Seller copies of any final reports received by Buyer relating to any inspection of the Property, without representation or warranty of any kind (express, implied or otherwise) by Buyer as to the content, completeness, adequacy, truth, fitness for any purpose or accuracy thereof, at no charge to Seller, and without recourse or liability to Buyer. Buyer shall not be required to furnish Seller with copies of any market and economic studies, architectural plans, business plans or other confidential and proprietary information.

3.1.3 Pre-existing Conditions. Buyer shall not be responsible for repairing damage attributable to Buyer's non-negligent exacerbation of any pre-existing conditions on the Property or the acts or omissions of Seller, its agents, invitees, representatives, employees, contractors, subcontractors or consultants.

3.1.4 Survival. The obligations of Buyer set forth in this Section 3.1 shall survive the Closing or any termination of this Agreement and shall not merge with the Deed.

3.2. Indemnification. Buyer agrees to protect, indemnify, defend and hold Seller and its members, managers, shareholders, directors, officers, employees and agents (the "**Seller Indemnitees**") harmless from and against any claim for liabilities, losses, costs, expenses (including reasonable attorneys' fees incurred as a result of such claims or in enforcing this indemnity provision), damages or injuries to the extent arising out of or resulting from the inspection of the Property by Buyer or its agents or consultants; provided, however, that Buyer shall have no responsibility or liability for any of the following: (a) any pre-existing conditions with respect to the Property or the non-negligent exacerbation of any pre-existing conditions on

the Property or (b) any damage caused by the acts or omissions of the Seller Indemnitees. Notwithstanding anything to the contrary in this Agreement, such obligation to protect, indemnify, defend and hold the Seller Indemnitees harmless shall survive the Closing or any termination of this Agreement and shall not merge with the Deed.

3.3. Buyer Approval Notice; Right of Termination. Buyer shall have the right to determine, in its sole discretion, whether the Property is suitable for Buyer's desired acquisition and development for any reason whatsoever or no specified reason. If Buyer elects to approve of such matters, Buyer shall provide Seller and Escrow Holder with written notice of such approval (the "**Buyer Approval Notice**") prior to the expiration of the Contingency Period. Buyer may provide notice of its disapproval of such matters and termination of this Agreement at any time prior to the expiration of the Contingency Period. If Buyer fails to deliver the Buyer Approval Notice in a timely manner, Buyer shall conclusively be deemed to have disapproved of the Property. If Buyer disapproves (or is deemed to have disapproved of) the Property, this Agreement shall terminate in accordance with the "no-default" provisions of Section 2.4 above.

3.4. Natural Hazard Disclosure Act. Each party acknowledges that Seller is required to disclose if the Property lies within the following natural hazard areas or zones: (a) a special flood hazard area (any type Zone "A" or "V") designated by the Federal Emergency Management Agency (Cal. Gov. Code § 8589.3); (b) an area of potential flooding shown on a dam failure inundation map designated pursuant to Cal. Gov. Code § 8589.5 (Cal. Gov. Code § 8589.4); (c) a very high fire hazard severity zone designated pursuant to Cal. Gov. Code § 51178 or 51179 (in which event the owner maintenance obligations of Cal. Gov. Code § 51182 would apply) (Cal. Gov. Code § 51183.5); (d) a wildland area that may contain substantial forest fire risks and hazards designated pursuant to Cal. Pub. Resources Code § 4125 (in which event [i] the property owner would be subject to the maintenance requirements of Cal. Pub. Resources Code § 4291 and [ii] it would not be the state's responsibility to provide fire protection services to any building or structure located within the wildland area except, if applicable, pursuant to Cal. Pub. Resources Code § 4129 or pursuant to a cooperative agreement with a local agency for those purposes pursuant to Cal. Pub. Resources Code § 4142) (Pub. Resources Code § 4136); (e) an earthquake fault zone (Pub. Resources Code § 2621.9); or (f) a seismic hazard zone (and, if applicable, whether a landslide zone or liquefaction zone) (Pub. Resources Code § 2694). The parties acknowledge that Seller has employed, or will employ, the services of Property ID, 1001 Wilshire Boulevard, Los Angeles, CA 90017, (800) 626-0106 (or such other company as designated by Seller) (which, in such capacity is herein called "**Natural Hazard Expert**") to examine the maps and other information specifically made available to the public by government agencies for the purpose of enabling the party owning the applicable property to fulfill its disclosure obligations with respect to the natural hazards referred to in California Civil Code Section 1103(c) and to report the result of its examination to the parties in writing. As contemplated in California Civil Code Section 1103.2(b), if an earthquake fault zone, seismic hazard zone, very high fire hazard severity zone or wildland fire area map or accompanying information is not of sufficient accuracy or scale for the Natural Hazard Expert to determine if the applicable property is within the respective natural hazard zone, then for purposes of the disclosure the applicable property shall be considered to lie within such natural hazard zone. The written report (the "**Natural Hazard Disclosure**") prepared by the Natural Hazard Expert regarding the results of its examination fully and completely discharges Seller from its disclosure obligations referred to herein, and, for the purpose of this Agreement, the provisions of Civil

Code Section 1102.4 regarding the non-liability of Seller for errors or omissions not within its personal knowledge shall be deemed to apply and the Natural Hazard Expert shall be deemed to be an expert, dealing with matters within the scope of its expertise with respect to the examination and written report regarding the natural hazards referred to above. Without limitation, in no event shall Seller have any responsibility for matters not actually known to Seller. THESE HAZARDS MAY LIMIT BUYER'S ABILITY TO DEVELOP THE PROPERTY, TO OBTAIN INSURANCE, OR TO RECEIVE ASSISTANCE AFTER A DISASTER. THE MAPS ON WHICH THESE DISCLOSURES ARE BASED ESTIMATE WHERE NATURAL HAZARDS EXIST. THEY ARE NOT DEFINITIVE INDICATORS OF WHETHER OR NOT THE PROPERTY WILL BE AFFECTED BY A NATURAL DISASTER. BUYER MAY WISH TO OBTAIN PROFESSIONAL ADVICE REGARDING THOSE HAZARDS AND OTHER HAZARDS THAT MAY AFFECT THE PROPERTY.

3.5. Disclosures Regarding Community Facilities Districts. The Property is currently located within the boundaries of three (3) community facilities districts more specifically described as Westpark Community Facilities District No. 1 ("**CFD No. 1**"), Westpark Community Facilities District No. 2, and the City of Roseville Community Facilities District No. 3 (collectively, the "**CFDs**"). Buyer has investigated and evaluated those matters considered relevant and important concerning the CFDs as an aspect of Buyer's due diligence investigation made during the Contingency Period and, accordingly, will understand the potential financial, title and other legal impacts of the creation the CFDs or any other "Mello-Roos" type financing. Buyer further accepts the disclosures and notices described on Schedule 3.5 attached hereto.

3.6. Disclosure Regarding Wastewater Treatment Plant and Related Development Rights Easement. The Property is adjacent to the Pleasant Grove Wastewater Treatment Plant (the "**Wastewater Treatment Plant**"). Odors may emanate from the Wastewater Treatment Plant from the normal, non-negligent operation of the Wastewater Treatment Plant. Further, as certain uses are or may become incompatible with the operation of the Wastewater Treatment Plant, the Property may not be used for residential land uses as more particularly set forth in that certain Grant Deed of Development Rights Easement by and between 1600 Placer Investors, LP and the City of Roseville, which was recorded in the Official Records of Placer County, California on November 12, 1998 as Document No. 98-0094050, as subsequently amended (the "**Development Rights Easement**"). Buyer has investigated and evaluated those matters considered relevant and important concerning the Wastewater Treatment Plant and the Development Right Easement as an aspect of Buyer's prior due diligence investigation made during the Contingency Period and, accordingly, will understand the potential financial, title and other legal impacts of the Wastewater Treatment Plant and the Development Rights Easement. Buyer further acknowledges that this Section 3.6 constitutes written notice to Buyer, in its capacity as grantee under the Development Rights Easement, under Section 10 of the Development Rights Easement of the transfer of any interest in the Servient Property (as defined in the Development Rights Easement).

ARTICLE 4.

CLOSING

4.1. Time and Place. Subject to the prior satisfaction of the conditions precedent set forth in Sections 4.7 and 4.8, the closing of the transaction contemplated hereby (the "**Closing**")

or the “**Close of Escrow**”) shall be held at the offices of Escrow Holder at the address described in Section 11.4 on or before the earlier to occur of (a) April 30, 2022 (the “**Outside Closing Date**”) or (b) the date that is ten (10) business days after Final Approval of the SVSP WB-41 Project Entitlements. The date on which the Close of Escrow occurs is referred to herein as the “**Closing Date**.”

4.1.1. Right to Extend Outside Closing Date. If Final Approval of the SVSP Parcel WB-41 Entitlements is not obtained on or before the then current Outside Closing Date, either party may, upon written notice to the other party, extend the Outside Closing Date to the earlier to occur of (a) June 30, 2022 or (b) the date that is ten (10) business days after Final Approval of the SVSP WB-41 Project Entitlements. Buyer’s City Manager, or his or her designee, may exercise such written option on behalf of Buyer.

At least one (1) business day prior to the Closing Date, the Purchase Price and all other required funds and documents shall be deposited with Escrow Holder, and Seller and Buyer shall perform the obligations set forth in, respectively, Sections 4.2 and 4.3 below, the performance of which obligations shall be concurrent conditions. If the Closing does not occur on or before the Outside Closing Date, as it may be extended pursuant to this Section, then this Agreement shall automatically terminate in accordance with the applicable provisions (“default” or “no-default”) of Section 2.4 above.

4.2. Seller’s Obligations at or Prior to Closing. At least one (1) business day prior to the Closing Date, Seller shall deliver to Escrow Holder:

4.2.1. a duly executed and notarized grant deed conveying the Real Property to Buyer in the form attached hereto and incorporated herein as Schedule 4.2.1 (the “**Deed**”);

4.2.2. two (2) duly executed original counterparts of the general assignment conveying any interest in the Intangible Property in the form attached hereto and incorporated herein as Schedule 4.2.2 (the “**General Assignment**”);

4.2.3. a duly executed and notarized original counterpart of the assignment and assumption (the “**Development Agreement Assignment**”) of the rights and obligations applicable to the Property under the Development Agreement by and between the City of Roseville and 1600 Placer Investors, LP, which was recorded in the Official Records of Placer County, California on May 28, 2004 as Document No. 2004-0069488, as subsequently amended (the “**Development Agreement**”), in the form attached hereto and incorporated herein as Schedule 4.2.3;

4.2.4. a duly executed and notarized original counterpart of the assignment and assumption (the “**E.S. Agreement Assignment**”) of the rights and obligations applicable to the Property under the School Mitigation Agreement by and between the Roseville City School District, Roseville Fiddymint Land Venture, LLC, and 1600 Placer Investors, LP, which was recorded in the Official Records of Placer County, California on October 14, 2003 as Document No. 2003-0176005, as subsequently amended (the “**E.S. Agreement**”) in the form attached hereto and incorporated herein as Schedule 4.2.4;

4.2.5. a duly executed and notarized original counterpart of the assignment and assumption (the “**H.S. Agreement Assignment**”) of the rights and obligations applicable to the Property under the Amended West Roseville Specific Plan/Mutual Benefit High School Mitigation Agreement by and between Roseville Joint Union High School District, Roseville Fiddymment Land Venture, LLC and 1600 Placer Investors, LP, which was recorded in the Official Records of Placer County, California on November 17, 2004 as Document No. 2004-0153916, as subsequently amended (the “**H.S. Agreement**”) in the form attached hereto and incorporated herein as Schedule 4.2.5;

4.2.6. a duly executed and notarized original counterpart of the assignment and assumption (the “**CBCF Agreement Assignment**”) of the rights and obligations applicable to the Property under the Notice of Conveyance Fee and First Amended and Restated Community Benefit Conveyance Fee Agreement by and between Placer Land Trust, 1600 Placer Investors, LP, and Roseville Fiddymment Land Venture, LLC, which was recorded in the Official Records of Placer County, California on July 14, 2005 as Document No. 2005-0091542, as subsequently amended (the “**CBCF Agreement**”) in the form attached hereto and incorporated herein as Schedule 4.2.6;

4.2.7. a FIRPTA certificate and a CA Real Estate Withholding Certificate (CA Form 593-C), each duly executed by Seller;

4.2.8. such evidence as the Escrow Holder may reasonably require as to the authority of the person or persons executing documents on behalf of Seller;

4.2.9. an executed closing statement reasonably acceptable to Seller; and

4.2.10. (a) if applicable, an affidavit to remove any title exception for parties in possession, (b) documents reasonably requested by Escrow Holder so that it may provide a 101.4 mechanic’s lien endorsement to the Title Policy, and (c) provided that Seller has received at least three (3) business days’ prior notice of the requirement, such affidavits as may be customarily and reasonably required by the Escrow Holder and consistent with this Agreement.

4.3. Buyer’s Obligations at or Prior to Closing. At least one (1) business day prior to the Closing Date, Buyer shall deliver to Escrow Holder:

4.3.1. Good Funds in an amount equal to the aggregate of (a) the Purchase Price and (b) the funds required by Buyer pursuant to Sections 4.4 and 4.5 below (collectively, the “**Closing Funds**”);

4.3.2. two (2) duly executed original counterparts of the General Assignment;

4.3.3. a duly executed and notarized original counterpart of the Development Agreement Assignment;

4.3.4. a duly executed and notarized original counterpart of the E.S. Agreement Assignment;

4.3.5. a duly executed and notarized original counterpart of the H.S. Agreement Assignment;

4.3.6. a duly executed and notarized original counterpart of the CBCF Agreement Assignment;

4.3.7. such evidence as the Escrow Holder may reasonably require as to the authority of the person or persons executing documents on behalf of Buyer;

4.3.8. an executed closing statement reasonably acceptable to Buyer; and

4.3.9. provided that Buyer has received at least three (3) business days' prior notice of the requirement, such affidavits as may be customarily and reasonably required by the Escrow Holder.

4.4. Credits and Prorations.

4.4.1. Items to be Prorated. All expenses, non-delinquent secured real property taxes, bonds and assessments affecting the Property shall be apportioned as of 12:01 a.m. (Pacific Time), on the day of Closing as if Buyer were vested with title to the Property during the entire day upon which Closing occurs.

4.4.2. Basis of Proration. Seller shall be charged at the Closing, an amount equal to that portion of such taxes and assessments which relates to the period up to the Closing Date and Buyer shall pay the taxes and assessments which relate to the period commencing on the Closing Date. The proration shall be completed by taking the amount set forth in the tax bill for the existing Lot 25 (Parcel W-60B of the Specific Plan) and allocating 66.7% of such amount to the Property (based on 20 of 29.98 total acres). Buyer shall pay all supplemental taxes resulting from the change in ownership and reassessment occurring as of the Closing Date.

4.4.3. Initial Use of Estimates; True Up Based on Final Amounts. Subject to the provisions of Section 4.4.2, any expense amount which cannot be ascertained with certainty as of the Closing Date shall be prorated on the basis of the parties' reasonable estimates of such amount. Once the previously estimated amounts have been finalized, the parties shall prorate these new amounts pursuant to this Agreement and each party shall pay any amount due to a third party within ten (10) business days after receipt of the final amount. If either party has overpaid an amount based on the prior estimate, the other party shall reimburse the overpaying party within ten (10) business days after receipt of the final amount.

4.4.4. Survival. The provisions of this Section 4.4 shall survive Closing and shall not merge with the Deed.

4.5. Transaction Taxes and Closing Costs.

4.5.1. Seller Costs. Seller shall pay the fees of any counsel representing Seller in connection with this transaction. Seller shall also pay the following costs and expenses (the "**Seller Charges**");

- (a) the premium for the Title Policy;
- (b) one-half (1/2) of the escrow fee, if any, which may be charged by the Escrow Holder; and
- (c) the fees for recording the Deed, if any, and one-half (1/2) of the recording fees for all documents recorded pursuant to this Agreement after the Deed; and
- (d) any documentary transfer tax or similar tax which becomes payable by reason of the transfer of the Property.

4.5.2. Buyer Costs. Buyer shall pay the fees of any counsel representing Buyer in connection with this transaction. Buyer shall also pay the following costs and expenses (the “**Buyer Charges**”):

- (a) one-half (1/2) of the escrow fee, if any, which may be charged by the Escrow Holder;
- (b) one-half (1/2) of the recording fees for all documents recorded pursuant to this Agreement after the Deed; and
- (c) the additional premium for any ALTA Extended Coverage Policy and any Buyer’s Endorsements.

4.5.3. Miscellaneous Costs. All costs and expenses incident to this transaction and the Closing hereof, and not specifically described above, shall be paid by the party incurring same; and

4.5.4. Survival. The provisions of this Section 4.5 shall survive the Closing and shall not merge with the Deed.

4.6. Closing Procedures. When all of the funds, documents and other items required by Sections 4.2 and 4.3 have been timely deposited into Escrow, Escrow Holder shall Close Escrow as follows:

4.6.1. Record the following documents in the Official Records of Placer County, California in the following order (collectively, the “**Recording Documents**”):

- (a) The Deed;
- (b) The Development Agreement Assignment;
- (c) The E.S. Agreement Assignment;
- (d) The H.S. Agreement Assignment; and
- (e) The CBCF Agreement Assignment;

4.6.2. Issue the Title Policy to Buyer;

- 4.6.3. Pro rate taxes, assessments and other charges pursuant to Section 4.4;
- 4.6.4. Pay the Buyer Charges from the Closing Funds;
- 4.6.5. Pay the Seller Charges from the Closing Funds;
- 4.6.6. Pay the Purchase Price to Seller from the Closing Funds;
- 4.6.7. Disburse any remaining Closing Funds to Buyer;
- 4.6.8. Deliver the following to Seller: conformed copies of the Recording Documents and an original of the General Assignment;
- 4.6.9. Deliver the following items to Buyer: conformed copies of the Recording Documents and an original of the General Assignment;
- 4.6.10. Deliver a conformed copy of the H.S. Agreement Assignment to the Roseville Joint Union High School District pursuant to Sections 9 and 11 of the H.S. Agreement; and
- 4.6.11. Deliver a conformed copy of the CBCF Agreement Assignment to Placer Land Trust pursuant to Section 8.06 of the CBCF Agreement.

If Escrow Holder is unable to simultaneously perform all of the instructions set forth above, Escrow Holder shall notify Buyer and Seller and retain all funds and documents pending receipt of further instructions jointly issued by Buyer and Seller in writing.

4.7. Conditions Precedent to Obligation of Buyer. The obligation of Buyer to consummate the transaction hereunder shall be subject to the fulfillment on or before the date of Closing of all of the following conditions, any or all of which may be waived by Buyer in its sole discretion:

4.7.1. On the Closing Date, Buyer shall have received confirmation from the Escrow Holder that the Escrow Holder is irrevocably committed to issue the Title Policy to Buyer in the form required by Section 2.3 upon the recordation of the Deed and payment of the applicable premium;

4.7.2. All of the representations and warranties of Seller contained in this Agreement shall be true and correct in all material respects as of the date of Closing; and

4.7.3. Seller shall have performed and observed in all material respects, all covenants and agreements of this Agreement to be performed and observed by Seller as of the date of Closing.

If one or more of the foregoing conditions precedent is not satisfied or waived in writing by the Buyer prior to the Closing Date, then this Agreement shall automatically terminate in accordance with the applicable provisions ("default" or "no-default") of Section 2.4 above.

4.8. Conditions Precedent to Obligation of Seller. The obligation of Seller to consummate the transaction hereunder shall be subject to the fulfillment on or before the date of Closing of all of the following conditions, any or all of which may be waived by Seller in its sole discretion:

4.8.1. Buyer has timely delivered the Buyer Approval Notice.

4.8.2. All of the representations and warranties of Buyer contained in this Agreement shall be true and correct in all material respects as of the date of Closing; and

4.8.3. Buyer shall have performed and observed, in all material respects, all covenants and agreements of this Agreement to be performed and observed by Buyer as of the date of Closing.

If one or more of the foregoing conditions precedent is not satisfied or waived in writing by the Seller prior to the Closing Date, then this Agreement shall automatically terminate in accordance with the applicable provisions (“default” or “no-default”) of Section 2.4 above.

ARTICLE 5.

REPRESENTATIONS AND WARRANTIES

5.1. Representations and Warranties of Seller. Seller acknowledges that the execution of this Agreement by Buyer is made in material reliance by Buyer on each and every one of the representations and warranties made by Seller in this Section 5.1, which shall be effective as of the Effective Date and as of the Closing Date. Seller hereby represents and warrants to Buyer that:

5.1.1. Organization and Authority. Seller is duly organized and validly existing and in good standing under the laws of the State of California. Seller has the necessary authority, power and capacity to own the Property and to enter into this Agreement and the documents and transactions contemplated herein and to carry out the obligations of this Agreement and the documents and transactions contemplated herein. Seller has good right, full power and absolute authority to sell, assign and transfer the Property to Buyer in the manner contemplated herein. Excepting the actions required by Seller during the term of this Agreement, Seller has taken all necessary or desirable actions, steps and other proceedings to approve or authorize, validly and effectively, the entering into, and the execution, delivery and performance of, this Agreement and the sale and transfer of the Property by Seller to Buyer. This Agreement is a legal, valid and binding obligation of the Seller, enforceable against it in accordance with its terms subject to: (a) bankruptcy, insolvency, moratorium, reorganization and other laws relating to or affecting the enforcement of creditors’ rights generally; and (b) the fact that equitable remedies, including the remedies of specific performance and injunction, may only be granted in the discretion of a court.

5.1.2. Condemnation; Other Legal Actions. Except to the extent disclosed in the Property Documents, to Seller’s actual knowledge: (a) there are no eminent domain or other legal actions (including, without limitation, suit, arbitration, judicial reference, legal, administrative or other proceeding or governmental investigation) existing or threatened against

the Property or against Seller which would invalidate this Agreement and (b) Seller has received no notice of any condemnation proceedings relating to the Land.

5.1.3. Environmental Conditions. To Seller's actual knowledge, (a) neither Seller nor Seller's predecessors in interest in the Property have released or discharged any Hazardous Substances on, over or under the Land and (b) except as otherwise set forth in the Property Documents, the Real Property is free of any unlawful "contamination" from any "**Hazardous Substances.**" As used herein "**Hazardous Substances**" shall mean any (a) chemical, compound, material, mixture or substance that is defined or listed in, or otherwise classified pursuant to any Environmental Law as a "hazardous substance," "hazardous material," "hazardous waste," "extremely hazardous waste," "infectious waste," "toxic waste," "toxic pollutant," or any other formulation intended to define, list or classify substances by reason of deleterious properties or affect, and (b) petroleum, petroleum by- products, natural gas, natural gas liquids, liquefied natural gas, synthetic gas usable for fuel (or mixtures of natural gas in such synthetic gas), ash, municipal solid waste steam, drilling fluids, produced waters and other wastes associated with the exploration, development and production of crude oil, natural gas or geothermal resources regardless of quantity or duration, as such terms are defined by any federal, state, county or local law, ordinance, regulation or requirement applicable to any portion of the Real Property and including any regulations promulgated thereunder, as the same exist as of the Effective Date, but excluding any fuels in amounts ordinarily and customarily used or stored in support of the vehicles and equipment utilized on the performance of grading and completion of infrastructure improvements and otherwise in compliance with all Environmental Laws. As used herein "**Environmental Law**" shall mean any and all present and future federal, state or local laws (whether common law, statute, rule, regulation or otherwise), permits, orders and any other requirements of governmental authorities relating to the environment or any Hazardous Substances (as defined below) (including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §§ 9601 et seq.), and the applicable provisions of the California Health and Safety Code and California Water Code). "**Contamination**" means the presence of Hazardous Substances at the Real Property that requires remediation or cleanup under any applicable law.

5.1.4. No Conflict. Except with respect to any monetary encumbrances to be satisfied by Seller at or prior to Closing, the execution and delivery of this Agreement by Seller, and the execution and delivery of every other document and instrument delivered pursuant hereto by or on behalf of Seller, and the consummation of the transactions contemplated hereby do not and will not (a) constitute or result in the breach of or default under any written agreement to which Seller is a party or which is recorded of record against the Land; (b) constitute or result in a violation of any order, decree or injunction with respect to which Seller or the Property are bound; (c) cause or entitle any party to have a right to accelerate or declare a default under any written agreement to which Seller is a party or which is recorded of record against the Land; and/or (d) violate any provision of any municipal, state or federal law, statutory or otherwise, to which Seller is subject. There are no other agreements or options which could create a binding obligation to another party with respect to the Property.

5.1.5. Delivery of Property Documents. Seller has delivered all documents that are in its possession or control that are material to development of the Property (excluding any appraisals, valuations, proformas or economic data related to the Property that has been prepared

by or on behalf of Seller, Seller's corporate documents and documents protected by the attorney-client privilege), which documents are more particularly described in Schedule 3.1. To Seller's actual knowledge, the Property Documents are true, correct and complete copies of the documents in Seller's possession.

5.1.6. Districts. To Seller's actual knowledge, there are no other existing or planned special assessment districts applicable to the Land other than the CFD's and any other districts shown on the Preliminary Report or the tax bills for the Property.

5.1.7. Leases. There are no leases, licenses or other agreements to occupy which relate to the Property and there are no parties in possession of the Property as lessees, licensees, tenants at sufferance or trespassers.

5.1.8. Service Agreements. Seller has not entered into any service, maintenance or equipment contracts relating to the Property that will bind the Buyer after the Closing.

5.1.9. Violation of Laws. Seller has received no notices of violations of laws relating to the Property and, to Seller's actual knowledge, there are no known violations of law with respect to the Property.

5.1.10. Material Agreements. As used herein, the term "**Material Agreements**" shall mean the Development Agreement, the E.S. Agreement, the H.S. Agreement and the CBCF Agreement. Each of the Material Agreements is in full force and effect; is binding on the parties thereto; and has not been modified or amended except as indicated in the Property Documents. No party to the Material Agreements is in breach or default under the applicable agreement, and no fact or circumstance exists which, with the passage of time, giving of notice, or both, would constitute a breach or default by any party to one of the Material Agreements.

5.1.11. Non-Foreign Status. Seller is not a "foreign person," as defined in recent amendments to the Internal Revenue Code and, at or prior to each Closing contemplated under this Agreement, agrees to provide to Buyer an affidavit to that effect.

5.1.12. No Bankruptcy. Seller is not bankrupt or insolvent under any applicable Federal or state standard, nor is any proceeding pending whereby Seller has filed for protection or relief under any applicable bankruptcy or creditor protection statute nor has Seller been threatened by creditors with an involuntary application of any applicable bankruptcy or creditor protection statute. Seller is not entering into the transactions described in this Agreement with the intent to defraud any creditor or to prefer the rights of one creditor over any other. The parties have negotiated this Agreement at arms-length and the consideration to be paid represents fair value for the assets to be transferred.

5.1.13. Knowledge. The term "**to Seller's actual knowledge**" as used in this Agreement means the present, actual knowledge, excluding constructive knowledge or duty of inquiry, of any one or more of the following persons: William Falik, John Murray and Jeff Jones. Notwithstanding any provision contained herein to the contrary, the individuals named in the preceding sentence shall incur no personal liability whatsoever in connection with the foregoing representations and warranties or any other obligation of Seller hereunder, and Buyer

shall not name such individual personally in any action or complaint brought in connection with this Agreement or the Property.

5.2. Survival of Seller's Representations and Warranties; Limited Remedies. The representations and warranties of Seller set forth in Section 5.1 hereof shall survive Closing for a period of twelve (12) months. No claim for a breach of any representation or warranty of Seller shall be actionable or payable if the breach in question results from or is based on a condition, state of facts or other matter which was actually known to Buyer prior to the Closing.

5.2.1. Pre-Closing Discovery. If, prior to the Close of Escrow, Buyer becomes aware, from Seller or otherwise, of any inaccuracy or omission in the disclosures, information, or representations previously provided to Buyer by Seller or its consultants or agents, which will have a material, adverse impact on Buyer, the Property or the intended use of the Property as a sports complex, Buyer, as its sole option and remedy, may either (a) terminate this, thereby waiving any claims or actions that Buyer may have against Seller as a result of such inaccuracy or omission, or (b) proceed with the Closing hereunder, thereby waiving any rights that Buyer may have against Seller as a result of such inaccuracy or omission with respect to the Property. Buyer agrees that, under no circumstances, shall Buyer be entitled to purchase the Property hereunder and then bring any claim or action against Seller for damages as a result of such inaccuracy or omission if actually known to Buyer prior to Closing. If Buyer elects to terminate this Agreement pursuant to this Section 5.2.1, neither party shall have any further liability or obligations hereunder, except those that expressly survive termination.

5.2.2. Post-Closing Discovery. Notwithstanding any provision to the contrary contained in this Agreement or any documents executed by Seller pursuant to or in connection with this Agreement, if the Close of Escrow occurs, the maximum aggregate liability of Seller, and the maximum aggregate amount which may be awarded to and collected by Buyer, for a breach of any representation by Seller discovered after a Close of Escrow shall not exceed Two Hundred and Fifty Thousand and No/100 Dollars (\$250,000.00) excluding any award of attorney's fees pursuant to Section 11.16 herein.

5.3. Representations, Warranties and Covenants of Buyer. Buyer hereby acknowledges that the execution of this Agreement by Seller is made in material reliance by Seller on each and every one of the representations and warranties made by Buyer in this Section 5.3. Buyer hereby represents and warrants to Seller that:

5.3.1. Authority. From and after the Effective Date, Buyer has the full right and authority to enter into this Agreement and to consummate or cause to be consummated the transaction contemplated by this Agreement and this Agreement has been, and on a Closing Date, all documents to be executed by Buyer hereunder will have been, duly authorized, executed and delivered by Buyer. This Agreement is a legal, valid and binding obligation of Buyer, enforceable against it in accordance with its terms subject to: (a) bankruptcy, insolvency, moratorium, reorganization and other laws relating to or affecting the enforcement of creditors' rights generally; and (b) the fact that equitable remedies, including the remedies of specific performance and injunction, may only be granted in the discretion of a court.

5.3.2. No Conflict. The execution and delivery of this Agreement by Buyer, the execution and delivery of every other document and instrument delivered pursuant hereto by or on behalf of Buyer, and the consummation of the transactions contemplated hereby do not and will not (a) constitute or result in the breach of or default under any oral or written agreement to which Buyer is a party; (b) constitute or result in a violation of any order, decree, or injunction with respect to which Buyer is bound; (c) cause or entitle any party to have a right to accelerate or declare a default under any oral or written agreement to which Buyer is a party; and/or (d) violate any provision of any municipal, state or federal law, statutory or otherwise, to which Buyer is subject.

5.3.3. Pending Transactions, Suits or Proceedings. Buyer has not been served with, and to Buyer's actual knowledge there is no, litigation or arbitration pending or threatened before any court or administrative agency against Buyer's performance hereunder and there are no attachments, executions or assignments for the benefit of creditors, or voluntary or involuntary proceedings in bankruptcy or under any other debtor-relief laws pending or threatened against Buyer.

5.3.4. Experienced Developer. Buyer is an experienced purchaser and developer of land intended for use as a sports complex and is familiar with the kinds of land use and development issues that typically impact the developability of property for this intended use. By the end of the Contingency Period, Buyer will have been afforded a period of time to perform such due diligence as Buyer believes is reasonably necessary to make the decision to consummate the transactions described in this Agreement.

ARTICLE 6.

OPERATION AND DEVELOPMENT OF THE PROPERTY

6.1. Operation of Property. From the Effective Date hereof until the Closing or earlier termination of this Agreement:

6.1.1 Maintenance. Seller shall use commercially reasonable efforts to maintain the Property in a manner generally consistent with the manner in which Seller has maintained the Property prior to the date hereof. Notwithstanding any provision contained herein to the contrary, Seller shall have no duty to (a) construct any additional improvements, whether public or private or whether on or off the Real Property; (b) satisfy any condition of approval of any nature with respect to the Property whether on or off the Real Property; (c) other than the payment of prorated taxes and other recurring expenses attributable to the Property, as of the Closing Date, pay any fee of any nature with respect to the Property; or (d) obtain any further subdivision maps, consents, permits, entitlements, easements, rights of way, certificates, rights and agreements required from the City or County or any other governmental or quasi-governmental entities or private sources to develop, improve and market the Property.

6.1.2 Material Agreements. Seller shall provide copies of any and all notices of default and other notices under the Material Agreements to Buyer promptly upon receipt thereof. Seller has and will continue to comply with all material terms and provisions of the Material Agreements and will utilize commercially reasonable efforts to ensure (through an enforcement action or otherwise) that the parties to the Material Agreements comply with all of their material

obligations under the applicable Material Agreement. Seller will not terminate, amend, extend or otherwise modify any of the Material Agreements (as they apply to the Property) without Buyer's prior written consent (which shall not be unreasonably withheld, conditioned or delayed).

6.2. Storm Water Matters.

6.2.1 Current Status of Real Property. Seller hereby discloses that the Real Property is not presently subject to a Notice of Intent ("NOI") or a Storm Water Pollution Prevention Plan ("SWPPP"); and that, if and when conditions warrant the same, Buyer shall file its own NOI and/or SWPPP in compliance with the federal general permit (as amended to comply with the California general permit). Without limiting the generality of the foregoing, Buyer acknowledges that if any construction activity is conducted on the Real Property by Buyer, or by any subsequent purchaser, the party commencing the construction activity shall be obligated to comply with all requirements of the federal Clean Water Act of 1972 with respect to the use of and construction on the Real Property, and all applicable laws, rules and requirements, relating thereto, including, but not limited to, obtaining a General Permit from the State Regional Water Resources Control Board as required by the National Pollutant Discharge Elimination System (collectively, the "**Clean Water Requirements**").

6.2.2 Seller's Obligations. Seller shall solely be responsible for complying with all Clean Water Requirements affecting or governing the Real Property prior to the Closing Date, at Seller's sole cost and expense. Seller shall protect, indemnify, defend and hold harmless Buyer, its partners, and their respective partners, members, officers, directors, shareholders, employees and authorized agents from and against any and all claims, demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, attorneys' fees, disbursements and court costs, and all other professional, expert or consultants' fees and costs incurred as a result of such claims or in enforcing this indemnity provision) of every kind and nature whatsoever (collectively, "**Clean Water Claims**") which may arise from or in any manner relate (directly or indirectly) to Seller's breach of its obligations under this Section 6.2.2 which occur before the Closing.

6.2.3 Buyer's Obligations. As of the Closing, Buyer shall solely be responsible for complying with all Clean Water Requirements with respect to the Real Property which first arise from and after the Closing. Buyer shall protect, indemnify, defend and hold harmless Seller, its partners, and their respective partners, members, officers, directors, shareholders, employees and authorized agents from and against any and all Clean Water Claims which may arise from or in any manner relate (directly or indirectly) to Buyer's breach of its obligations under this Section 6.2.3 which occur from and after the Closing.

6.3. Entitlements.

6.3.1 Existing Entitlements. The Property is currently subject to the following land use entitlements (collectively, the "**Existing Entitlements**"):

- (a) The City of Roseville General Plan 2025 (the "**General Plan**");

(b) The West Roseville Specific Plan, as amended (the “**Specific Plan**”);

(c) The Final Map of Westpark – Phase 4, Large Lot Subdivision, Subdivision No. 0000176, recorded in the Official Records of Placer County, California on August 16, 2013, in Book CC of Maps at Page 53;

(d) The Development Agreement;

(e) Zoning designations consistent with items (a) – (d); and

(f) Certain regulatory permits issued by the California Regional Water Quality Control Board, United States Army Corps of Engineers and the United States Fish and Wildlife Service.

6.3.2 Tentative Parcel Map. The City approved a Tentative Parcel Map for Lot 25 (Parcel W-60B of the Specific Plan) on February 24, 2020 (the “**Tentative Map**”). Notwithstanding that the City approved the Tentative Map, Buyer acknowledges and agrees that Seller has not, and does not intend to, record a final map with respect to the Tentative Map.

6.4. Other Fees. Buyer acknowledges and agrees that other fees have already been established, or may be imposed in the future by the City, Roseville City School District or Roseville Joint Union High School District, based upon current or proposed development of the Real Property (including, without limitation, development, connection and mitigation fees) and, as between Buyer and Seller, Buyer shall be responsible for the same. Seller agrees not to propose any new or additional fees that may affect the Property.

6.5. School Fees and Reimbursements.

6.5.1. Roseville City School District. Buyer shall pay the school fees for the Real Property if and when required by the E.S. Agreement.

6.5.2. Roseville Joint Union High School District. Buyer shall pay the school fees for the Real Property if and when required by the H.S. Agreement.

6.5.3. Assignment of Reimbursement Under the E.S. Agreement. Buyer hereby acknowledges that, to the extent a shortfall exists between (1) the total of available State funds and impact fees collected under the E.S. Agreement and (2) the cost to construct the school facilities required by the E.S. Agreement, Seller is required to advance a pro rata share of the funds required to construct necessary school facilities. Such advances shall be repaid to Seller through Roseville City School District’s acquisition of future State funds and impact fees. Further, Buyer acknowledges that, to the extent the total amount of State funds and impact fees collected by Roseville City School District for the acquisition of school sites and construction of school facilities within the Plan Area (as defined in the E.S. Agreement) exceeds the total cost to acquire such sites and construct such facilities, the surplus State funds and impact fees shall be paid to the master developers within the Plan Area (including, but not limited to, Seller). Effective as of the Close of Escrow, Buyer, for itself and all future successors and assigns under the E.S. Agreement, hereby assigns to Seller any right to payment/reimbursement of State funds

and/or impact fees under the E.S. Agreement that Buyer may now have or that may accrue to Buyer in the future, by reason of Buyer's payment of school fees under Section 6.5.1.

6.6. Prevailing Wages. Seller and Buyer hereby acknowledge establishment of CFD No. 1 in relation to the completion and acquisition of public improvements in the course of the development of the Westpark community. Seller and Buyer hereby acknowledge and agree that, if and when applicable, construction, alteration, demolition, installation, or repair work, or any part thereof, performed in the course of the development of the portions of the Westpark community owned by the parties, including but not limited to works of public improvement required as a condition of regulatory approval, shall comply with Chapter 1 of Part 7 of Division 2 of the California Labor Code (the "**Prevailing Wage Law**"). Each party agrees that with respect to any sale of portions of the Westpark community owned by the parties to other than a third party homebuyer by such party, the selling party shall include in the disposition documents a corresponding covenant binding the transferee and its successors in interest to comply with the Prevailing Wage Law, if and when applicable, to the transferee's (or its successors') construction of improvements on such transferred property. For avoidance of doubt, the foregoing covenant shall not apply to any dedications of easements or fee interests to a public or quasi-public entity.

6.7. Project Labor Agreement. Buyer acknowledges that Westpark is the subject of Project Labor Agreement for West Roseville Specific Plan Area Project (Westpark), dated September 1, 2004 (the "**PLA**"). A copy of the PLA is included within the Property Documents.

6.8. Interstate Land Sales Full Disclosure Act. Seller has not registered any portion of Westpark, including the Property, with the Interstate Land Sales Registration Division of the Department of Housing and Urban Development ("**OILSR**") pursuant to the Interstate Land Sales Full Disclosure Act [15 U.S.C. 1701 through 1720 and its implementing regulations in 24 CFR 1700, et seq] ("**Act**"). The Property is exempt from registration under the Act in this transaction. Even though exempt from registration, the anti-fraud provisions of the Act may still apply. Buyer agrees that it will not engage in any course of conduct or publish any statement that would violate the anti-fraud provisions of the Act. In order to preserve Seller's exemption (and for Buyer's protection), Buyer shall either register the Property under OILSR before a sale to any third party or qualify under one or more exemptions provided in the Act.

6.9. Project Entitlements for Parcel WB-41 of Sierra Vista Specific Plan. The parties hereto acknowledge and agree that Seller's affiliate, Westpark S.V. 400, LLC ("**SV 400**"), desires to develop Parcel WB-41 of the Sierra Vista Specific Plan (the "**SVSP WB-41 Project**") and that the SVSP WB-41 Project will require certain discretionary approvals, potentially including, but not limited to, certification of the SVSP WB-41 Project under the California Environmental Quality Act (California Public Resources Code §§ 2100 et. seq.) ("**CEQA**"), amendment of the General Plan, as amended, amendment of the Sierra Vista Specific Plan, as amended, re-zoning and amendment of the City's Municipal Code, amendment of the development agreement applicable to SVSP WB-41 Project, design review approval, and approval of a tentative subdivision map and final subdivision map (collectively, the "**SVSP WB-41 Project Entitlements**"). The parties hereto further acknowledge and agree that, as part of the SVSP WB-41 Project Entitlements, SV 400 will cause Seller to dedicate the Dedication Acreage to Buyer at no cost to Buyer. However, if Final Approval (as defined below) of the SVSP WB-41 Project Entitlements is not obtained on or before the Closing Date, Seller shall not be obligated to

dedicate the Dedication Acreage to Buyer and Buyer shall, instead, purchase the Dedication Acreage pursuant to terms and conditions of this Agreement, including, but not limited to, Section 1.3.2 hereof. As used in this Agreement, the term “**Final Approval**” shall mean: (a) that the Planning Commission or City Council, as applicable, of the City or the applicable regulatory agency shall have taken its final action to approve the SVSP WB-41 Project Entitlements and all administrative appeal periods for such approval shall have expired without the filing of an appeal or (b) if an appeal is filed, that the appeal is resolved on terms which uphold the particular action or approval without imposing a greater burden on development of Parcel WB-41.

6.10. Environmental Review. The parties hereto acknowledge and agree that any future development of the Property is conditioned upon preparation and ultimate approval (including all appropriate findings) of any and all environmental review documents required under CEQA (the “**Environmental Review**”). The Environmental Review for the Property shall be conducted by Buyer, at Buyer’s sole cost and expense, and Seller shall cooperate with Buyer’s efforts to conduct the Environmental Review at no third-party, out-of-pocket cost to Seller.

6.11. Survival. The provisions of this Article 6 shall survive the Close of Escrow.

ARTICLE 7.

DEFAULT

7.1. Default. If the sale of the Property as contemplated hereunder is not consummated due to a party’s (the “**Defaulting Party**”) default hereunder, then the non-defaulting party (the “**Non-Defaulting Party**”) shall be entitled to elect between the following remedies, as the Non-Defaulting Party’s sole and exclusive remedy: (a) to terminate this Agreement or (b) upon the satisfaction of the following conditions, pursue the remedy of specific performance: (i) no later than the Closing Date, the Non-Defaulting Party shall have deposited into escrow all documents and funds required of the Non-Defaulting Party under this Agreement in order to close escrow, (ii) Defaulting Party fails to close escrow within five (5) business days after the Closing Date, and (iii) Non-Defaulting Party commences and files an action for specific performance within sixty (60) days following the Closing Date.

7.2. WAIVER OF RIGHT TO RECORD LIS PENDENS. THE NON-DEFAULTING PARTY EXPRESSLY WAIVES ANY RIGHT UNDER CALIFORNIA CODE OF CIVIL PROCEDURE, PART II, TITLE 4.5 (SECTIONS 405-405.61) OR AT COMMON LAW OR OTHERWISE TO RECORD OR FILE A LIS PENDENS OR A NOTICE OF PENDENCY OF ACTION OR SIMILAR NOTICE AGAINST ALL OR ANY PORTION OF THE PROPERTY IN CONNECTION WITH ANY ALLEGED DEFAULT BY DEFAULTING PARTY HEREUNDER. NOTWITHSTANDING THE FOREGOING TO THE CONTRARY, IF THE NON-DEFAULTING PARTY TIMELY SATISFIES THE REQUIREMENTS OF SECTION 7.1(b)(i), (ii) AND (iii), THE NON-DEFAULTING PARTY MAY FILE A LIS PENDENS AGAINST THE PROPERTY IN ORDER TO PROVIDE RECORD NOTICE OF THE SUBJECT ACTION FOR SPECIFIC PERFORMANCE.

7.3. WAIVER OF CONSEQUENTIAL DAMAGES. EACH PARTY HEREBY WAIVES ITS RIGHT TO SEEK LOST PROFITS OR CONSEQUENTIAL DAMAGES OR

INDIRECT DAMAGES OR PUNITIVE DAMAGES OF ANY SUM AS A RESULT OF THE OTHER PARTY'S DEFAULT UNDER THIS AGREEMENT.

ARTICLE 8. BROKER

8.1. No Buyer's Broker. Buyer is not represented by a broker in this transaction.

8.2. No Seller's Broker. Seller is not represented by a broker in this transaction. However, Seller discloses that William Falik is a California licensed real estate broker serving exclusively as a principal of Seller in this transaction. Buyer acknowledges and agrees that neither Seller nor William Falik is representing Buyer in any way, or is acting as the agent of Buyer in any way, and that none of them owes any fiduciary or other special duty to Buyer.

8.3. Indemnity. With respect to the transaction contemplated by this Agreement, Buyer and Seller each represent that it has not had any contacts nor dealings with a real estate broker or any other party entitled to a commission or finder's fee as a procuring cause of the sale contemplated herein. Each party hereto agrees that if any person or entity makes a claim for brokerage commissions or finder's fees related to the sale of the Property by Seller to Buyer, and such claim is made by, through or on account of any acts or alleged acts of said party or its representatives, said party will protect, indemnify, defend and hold the other party free and harmless from and against any and all loss, liability, cost, damage and expense (including reasonable attorneys' fees incurred as a result of such claims or in enforcing this indemnity provision) in connection therewith. The provisions of this paragraph shall survive Closing or any termination of this Agreement.

ARTICLE 9. DISCLAIMERS AND WAIVERS

9.1. Indemnification by Buyer. From and after the Closing, Buyer hereby agrees to protect, indemnify, defend and hold harmless the Seller Indemnitees (excluding Seller's agents) of and from any and all third party claims, demands, actions, suits or proceedings (collectively, the "**Claims**") asserted against Seller or the other Seller Indemnitees and from all loss, liability, expense resulting from such Claims (including reasonable attorneys' fees, court costs, reasonable costs of investigation and expert witnesses incurred as a result of such claims or in enforcing this indemnity provision), or damages, (collectively, "**Damages**") if the basis of the Claims with respect to this Agreement or the Property, first accrue after the Close of Escrow, and only to the extent such Claims are caused by or arise from Buyer's entitlement, development, marketing, or sale of the Property. Buyer's indemnity, defense and hold harmless obligations under this Section 9.1 shall not extend to Claims arising from: (a) injuries to persons or property related to the Property that occurs entirely prior to the Closing, (b) any breach of Seller's representations, warranties, covenants, or obligations set forth in this Agreement, or a breach or default by Seller under any of the Existing Entitlements, (c) Seller's fraud, willful misconduct or sole negligence, (d) any actions or omissions of Seller after the Closing, and (e) any conditions existing prior to the Closing, including the existence of Hazardous Substances on, under, adjacent to or otherwise affecting the Property. The term Seller Indemnitees shall not include any third party agents, consultant, contractor or subcontractor (and for purposes of this Section 9.1 such parties shall not

be deemed Seller Indemnites), it being acknowledged and agreed that Buyer has no liability or indemnity obligation to such parties and Buyer shall have the right to pursue any and all rights and remedies against any third party consultant, contractor or subcontractor including without limitation pursuant to the guaranties, warranties and indemnities assigned to Buyer in connection with this Agreement, and such claims shall not be subject to the provisions of this Section 9.1.

9.2. No Reliance on Documents. Except as expressly stated in this Agreement:

(a) Seller makes no representation or warranty as to the truth, accuracy or completeness of any materials, data or information delivered by Seller or its brokers or agents to Buyer in connection with the transaction contemplated hereby; (b) all materials, data and information delivered by Seller to Buyer in connection with the transaction contemplated hereby are provided to Buyer as a convenience only and any reliance on or use of such materials, data or information by Buyer shall be at the sole risk of Buyer; and (c) neither Seller, nor any affiliate of Seller, nor the person or entity which prepared any report or reports (other than the Intangible Property) delivered by Seller to Buyer shall have any liability to Buyer for any inaccuracy in or omission from any such reports.

9.3. AS IS SALE; DISCLAIMERS. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT (INCLUDING SECTION 5.1), SELLER IS NOT MAKING AND HAS NOT AT ANY TIME MADE ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OR REPRESENTATIONS AS TO HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

UPON CLOSING, SELLER SHALL SELL AND CONVEY TO BUYER AND BUYER SHALL ACCEPT THE PROPERTY “AS IS, WHERE IS, WITH ALL FAULTS”, EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES AND COVENANTS OF SELLER CONTAINED IN THIS AGREEMENT, BUYER HAS NOT RELIED AND WILL NOT RELY ON, AND SELLER IS NOT LIABLE FOR OR BOUND BY, ANY EXPRESS OR IMPLIED WARRANTIES, GUARANTIES, STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY OR RELATING THERETO MADE OR FURNISHED BY SELLER, THE MANAGERS OF THE PROPERTY, OR ANY REAL ESTATE BROKER OR AGENT REPRESENTING OR PURPORTING TO REPRESENT SELLER, TO WHOMEVER MADE OR GIVEN, DIRECTLY OR INDIRECTLY, ORALLY OR IN WRITING, UNLESS SPECIFICALLY SET FORTH IN THIS AGREEMENT. BUYER ACKNOWLEDGES THAT THE PURCHASE PRICE REFLECTS AND TAKES INTO ACCOUNT THAT THE PROPERTY IS BEING SOLD “AS IS.”

BUYER REPRESENTS AND COVENANTS TO SELLER THAT BUYER IS AN EXPERIENCED REAL ESTATE INVESTOR AND HAS CONDUCTED, OR WILL CONDUCT PRIOR TO CLOSING, SUCH INVESTIGATIONS OF THE PROPERTY INCLUDING, BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AS BUYER DEEMS NECESSARY OR DESIRABLE TO SATISFY ITSELF AS TO THE CONDITION OF THE PROPERTY AND THE EXISTENCE OR NONEXISTENCE OR CURATIVE ACTION TO BE TAKEN WITH RESPECT TO ANY HAZARDOUS OR TOXIC SUBSTANCES ON OR DISCHARGED FROM THE PROPERTY, AND WILL RELY SOLELY UPON SAME AND NOT UPON ANY INFORMATION

PROVIDED BY OR ON BEHALF OF SELLER OR ITS AGENTS OR EMPLOYEES WITH RESPECT THERETO, OTHER THAN SUCH REPRESENTATIONS, WARRANTIES AND COVENANTS OF SELLER AS ARE EXPRESSLY SET FORTH IN THIS AGREEMENT. UPON CLOSING, BUYER SHALL ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING BUT NOT LIMITED TO, ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY BUYER'S INVESTIGATIONS, AND BUYER, UPON CLOSING, SHALL BE DEEMED TO HAVE WAIVED, RELINQUISHED AND RELEASED SELLER (AND SELLER'S OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS) FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION (INCLUDING CAUSES OF ACTION IN TORT), LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) OF ANY AND EVERY KIND OR CHARACTER, KNOWN OR UNKNOWN, WHICH BUYER MIGHT HAVE ASSERTED OR ALLEGED AGAINST SELLER (AND SELLER'S OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS) AT ANY TIME BY REASON OF OR ARISING OUT OF ANY LATENT OR PATENT DEFECTS OR PHYSICAL CONDITIONS, VIOLATIONS OF ANY APPLICABLE LAWS AND ANY AND ALL OTHER ACTS, OMISSIONS, EVENTS, CIRCUMSTANCES OR MATTERS REGARDING THE PROPERTY, EXCEPT AS MAY OTHERWISE BE EXPRESSLY SET FORTH OTHERWISE IN THIS AGREEMENT.

IN CONNECTION THEREWITH, BUYER EXPRESSLY WAIVES ALL RIGHTS UNDER CALIFORNIA CIVIL CODE SECTION 1542, WHICH PROVIDES THAT:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

BUYER, BEING AWARE OF THIS CODE SECTION, HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE THEREUNDER, AS WELL AS UNDER ANY OTHER STATUTES OR COMMON LAW PRINCIPLES OF SIMILAR EFFECT.

Buyer's Initials: _____

Seller's Initials:  _____

9.4. Survival of Disclaimers. The provisions of this Article 9 shall survive Closing and shall not merge with the Deed.

ARTICLE 10.

DISCLOSURES AND BUYER ASSUMED OBLIGATIONS

10.1. Disclosures. Seller hereby discloses the following information to Buyer, and Buyer acknowledges that, prior to the expiration of the Contingency Period, Buyer shall fully understand the effects that the disclosures have on the Property and on Buyer's acquisition of the Property.

10.1.1. Property Documents. The Property is subject to the terms, conditions, obligations, restrictions, agreements, covenants and provisions of all of the Property Documents. Buyer hereby confirms receipt of the Property Documents on or prior to the Effective Date of this

Agreement. Buyer is encouraged to familiarize itself with all of the Property Documents. As of the Contingency Period, if Buyer approves the Property, Buyer shall be deemed to have satisfied itself regarding the terms, conditions, obligations, restrictions and provisions of all of the Property Documents and all other aspects of or related to the Property.

10.1.2. Reimbursements. As previously stated, the payment of various fees and costs may lead, or has led, to reimbursements under various agreements with governmental agencies or private parties, including, but not limited to, reimbursements or credits associated with or paid by or in connection with any specific plan(s), the City, CFD No. 1, owners within the Westpark community, the Roseville City School District, Roseville Schools, LLC, the Placer Land Trust or adjacent land owners or interested third party or any other source. Any such reimbursements are and shall remain the sole property of Seller.

ARTICLE 11.

MISCELLANEOUS

11.1. Confidentiality. Prior to the Closing, Buyer and its representatives shall hold in confidence all data and information obtained with respect to Seller or its business or the Property, whether obtained before or after the execution and delivery of this Agreement, and shall not disclose the same to others; provided, however, that Buyer may disclose (a) prior to the Closing, to the employees, lenders, consultants, accountants and attorneys of Buyer, any such data and information, if such persons agree to treat such data and information as confidential, (b) on and after the Closing, to the public, the fact that Buyer has acquired the Property, and (c) at any time, to governmental officials or third parties (including the public, respecting information contained in public reports), any such data and information as may be required to comply with Buyer's reporting requirements under law. If this Agreement is terminated or Buyer fails to perform hereunder, Buyer shall promptly return to Seller any statements, documents, schedules, exhibits or other written information obtained from Seller in connection with this Agreement or the transaction contemplated herein, and Buyer shall deliver to Seller copies of any reports received by Buyer relating to any inspection of the Property in accordance with Section 3.1. The provisions of this Section 11.1 shall survive Closing or any termination of this Agreement.

11.2. Public Disclosure. Prior to the Closing, any release to the public of information with respect to the sale as contemplated herein or any matters set forth in this Agreement (collectively, the "**Information**") will be made only in the form approved by Buyer and Seller. The foregoing shall be subject to Buyer's obligations under the California Public Records Act (California Government Code §§ 6250 et seq.) (the "**PRA**") to the extent the PRA is applicable to any Information to be released to the public. Buyer shall promptly notify Seller in writing upon the receipt of a public records request with respect to any Information to be released to the public. The provisions of this Section 11.2 shall survive any termination of this Agreement.

11.3. Assignment. Subject to the provisions of this Section 11.3, the terms and provisions of this Agreement are to apply to and bind the permitted successors and assigns of the parties hereto. Neither party may assign its rights under this Agreement without first obtaining the other party's written approval, which approval may not be unreasonably withheld.

11.4. Notices. Any notice pursuant to this Agreement shall be given in writing by (a) personal delivery, (b) reputable overnight delivery service with proof of delivery, or (c) United States Mail, postage prepaid, registered or certified mail, return receipt requested, sent to the intended addressee at the address set forth below, or to such other address or to the attention of such other person as the addressee shall have designated by written notice sent in accordance herewith. Any notice so given shall be deemed to have been given upon receipt or refusal to accept delivery. Notwithstanding the foregoing, notice sent by facsimile or electronic mail is not a valid means of notice under this Section 11.4. Unless changed in accordance with the preceding sentence, the addresses for notices given pursuant to this Agreement shall be as follows:

If to the Buyer:	City of Roseville 311 Vernon Street Roseville, California 95678 Attention: City Manager Telephone: (916) 774-5362 Electronic Mail: CityManager@roseville.ca.us
With a copy to:	City of Roseville 311 Vernon Street Roseville, California 95678 Attention: Joseph Speaker, Assistant City Attorney Telephone: (916) 774-5325 Electronic Mail: jspeaker@roseville.ca.us
If to Seller:	West Roseville, LLC 1420 Rocky Ridge Drive, Suite 265 Roseville, California 95661 Attention: John Murray/Jeff Jones/John Tallman Telephone: (916) 774-3400 Electronic Mail: johnm@wpcommunities.com ; jeff@wpcommunities.com ; johnt@wpcommunities.com
With copy to:	William Falik 100 Tunnel Road Berkeley, California 94705 Telephone: (510) 540-5960 Electronic Mail: billfalik@gmail.com
With copy to:	Marc Stice, Esq. Stice & Block, LLP 2335 Broadway, Suite 201 Oakland, California 94612 Telephone: (510) 735-0032 Electronic Mail: mstice@sticeblock.com

If to Escrow
Holder:

Placer Title Company
1508 Eureka Road, Suite 150
Roseville, California 95661
Attention: Tracy Murphy
Telephone: (916) 782-3711
Electronic Mail: tmurphy@placertitle.com

11.5. Modifications. This Agreement cannot be changed orally, and no executory agreement shall be effective to waive, change, modify or discharge it in whole or in part unless such executory agreement is in writing and is signed by the parties against whom enforcement of any waiver, change, modification or discharge is sought.

11.6. Entire Agreement. This Agreement, including the exhibits and schedules hereto, contains the entire agreement between the parties hereto pertaining to the subject matter hereof and fully supersedes all prior written or oral agreements and understandings between the parties pertaining to such subject matter.

11.7. Further Assurances; Cooperation. Each party agrees that it will execute and deliver such other documents and take such other action, whether prior or subsequent to Closing, as may be reasonably requested by the other party to consummate the transaction contemplated by this Agreement. Specifically, Buyer and Seller recognize that a number of agreements affect the development of the Property and may require certain consents and/or amendments. Buyer and Seller mutually covenant and agree that they will cooperate with each other and utilize commercially reasonable efforts in order to obtain or enter into any such consents and/or amendments (a) that are required to transfer the Property and Property Documents to Buyer in accordance with this Agreement, or (b) as may otherwise be required or reasonably requested by Buyer in connection with its development of the Property or the entitlements for the Property, including, without limitation, any consents or amendments to the Property Documents; provided, however, that Seller shall not be obligated to provide an amendment or consent to a document which would result in a material or detrimental impact on Seller's development of any adjoining or nearby property. The provisions of this Section 11.7 shall survive Closing.

11.8. Counterparts. This Agreement may be executed in counterparts, all such executed counterparts shall constitute the same agreement, and the signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

11.9. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall nonetheless remain in full force and effect; provided that the invalidity or unenforceability of such provision does not materially and adversely affect the benefits accruing to any party hereunder.

11.10. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State in California. Buyer and Seller agree that the provisions of this Section 11.10 shall survive the Closing or any termination of this Agreement.

11.11. No Third Party Beneficiary. The provisions of this Agreement and of the documents to be executed and delivered at Closing are and will be for the benefit of Seller and Buyer only and are not for the benefit of any third party; and, accordingly, no third party shall have the right to enforce the provisions of this Agreement or of the documents to be executed and delivered at Closing.

11.12. Captions. The section headings appearing in this Agreement are for convenience of reference only and are not intended, to any extent and for any purpose, to limit or define the text of any section or any subsection hereof.

11.13. Construction. The parties acknowledge that the parties and their counsel have reviewed and revised this Agreement and that the normal rule of construction to take effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

11.14. Recordation. This Agreement may not be recorded by any party hereto without the prior written consent of the other party hereto. The provisions of this Section 11.14 shall survive the Closing or any termination of this Agreement.

11.15. Date of Performance. If the date on which any performance required hereunder is other than a business day, then such performance shall be required as of the next following business day.

11.16. Attorneys' Fees. If either party hereto fails to perform any of its obligations under this Agreement or if any dispute arises between the parties hereto concerning the meaning or interpretation of any provision of this Agreement, then the defaulting party or the party not prevailing in such dispute, as the case may be, shall pay any and all costs and expenses incurred by the other party in enforcing or establishing its rights hereunder, including, without limitation, court costs and reasonable attorneys' fees and disbursements. Any such attorneys' fees and other expenses incurred by either party in enforcing a judgment in its favor under this Agreement shall be recoverable separately from and in addition to any other amount included in such judgment, and such attorneys' fees obligation is intended to be severable from the other provisions of this Agreement and to survive and not be merged into any such judgment.

11.17. Nonmerger. Except as otherwise expressly set forth herein, the terms and provisions of this Agreement, including without limitation all obligations, releases and indemnities of the parties hereto, shall survive the Closing and shall not merge into the Deed.

11.18. Time of Essence. Seller and Buyer hereby acknowledge and agree that time is strictly of the essence with respect to each and every term, condition, obligation and provision hereof and that failure to timely perform any of the terms, conditions, obligations or provisions hereof by either party shall constitute a material breach of and a non-curable (but waivable) default under this Agreement by the party so failing to perform. The provisions of this Section 11.18 shall survive the Closing.

11.19. Exhibits. The following exhibits are attached to this Agreement and are incorporated herein by reference:

Schedule 1.1.1(a)	Legal Description of Land
Schedule 1.1.1(b)	Depiction of Land
Schedule 1.1.4	Excluded Property
Schedule 3.1	Property Documents
Schedule 3.5	CFD Disclosures
Schedule 4.2.1	Deed
Schedule 4.2.2	General Assignment
Schedule 4.2.3	Development Agreement Assignment
Schedule 4.2.4	E.S. Agreement Assignment
Schedule 4.2.5	H.S. Agreement Assignment
Schedule 4.2.6	CBCF Agreement Assignment

[Remainder of page intentionally left blank]
[Signature page(s) follow]

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. _____, adopted by the City of Roseville on the ____ day of _____, 20____, and Seller has caused this Agreement to be executed, each as of the Effective Date.

BUYER:

CITY OF ROSEVILLE,
a municipal corporation

By: _____
DOMINICK CASEY
City Manager

SELLER:

WEST ROSEVILLE, LLC,
a California limited liability company

By:  _____
Name: John Murray
Title: MGR.

ATTEST:

By: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

By: _____
MICHELLE SHEIDENBERGER
City Attorney

ACKNOWLEDGMENT

Escrow Holder executes this Acknowledgment below for the purpose of acknowledging that, as of the date set forth below, it has received a fully executed copy of the foregoing Purchase and Sale Agreement and Escrow Instructions made by and between Buyer and Seller, and agrees to be bound by the provisions of the including, without limitation, the instructions set forth in Section 1.4 thereof.

ESCROW HOLDER:

PLACER TITLE COMPANY

By: _____
Name: _____
Title: _____
Date: _____

SCHEDULE 1.1.1(A)

LEGAL DESCRIPTION AND DEPICTION OF LAND
(5-ACRE; DEDICATION ACREAGE)

[See attached.]

SCHEDULE 1.1.1(B)

LEGAL DESCRIPTION AND DEPICTION OF LAND
(15-ACRE)

[See attached.]

SCHEDULE 1.1.4

EXCLUDED PROPERTY

Reimbursements for Planning and Entitlement costs provided for in Section 4.2.4 of the Development Agreement.

Reimbursements for Infrastructure benefiting third parties provided for in Section 4.2.2 of the Development Agreement.

Any reimbursement provided for in Section 3.12 of the Development Agreement.

Any other reimbursement provided for in Article 4 of the Development Agreement.

Remaining funds in the Construction Account for Westpark Community Facilities District No. 1.

Reimbursements provided for in the Funding Construction and Acquisition Agreement Westpark Community Facilities District No. 1 (City of Roseville) between City of Roseville and PL Roseville, LLC dated August 24, 2005.

Reimbursements provided for in the First Amendment to Funding Construction and Acquisition Agreement Westpark Community Facilities District No. 1 (City of Roseville) between City of Roseville and PL Roseville, LLC dated August 8, 2006.

Reimbursements provided for in the Second Amendment to Funding Construction and Acquisition Agreement Westpark Community Facilities District No. 1 (City of Roseville) between City of Roseville and West Roseville, LLC dated January 19, 2011.

Reimbursements provided for in the Third Amendment to Funding Construction and Acquisition Agreement Westpark Community Facilities District No. 1 (City of Roseville) between City of Roseville and West Roseville, LLC dated April 18, 2012.

Reimbursements provided for in the Fourth Amendment to Funding Construction and Acquisition Agreement Westpark Community Facilities District No. 1 (City of Roseville) between City of Roseville and West Roseville, LLC, dated June 5, 2013.

Pay-As-You-Go proceeds from special taxes collected by the City from Westpark Community Facilities District No. 1.

Reimbursement for Infrastructure benefiting third parties from special taxes collected by the City from Westpark Community Facilities District No. 1.

Reimbursement or credits as a result of the E.S. Agreement for school facilities construction, land acquisition or state schools facilities construction program.

Repayment under the terms of certain Promissory Notes for the sale of school sites to the Roseville City School District or Roseville Schools, LLC.

Repayment of advances for certain habitat studies and land purchases due under the Stipulated Settlement Agreement in the matter of Defenders of Wildlife, and Butte Environmental Council (Plaintiffs) and Gale Norton, US Fish and Wildlife Service and U.S. Army Corps of Engineers (Defendants) and 1600 Placer Investors, L. P, and Roseville Fiddyment Land Venture, LLC (Intervenors).

Any of the Existing Entitlements to the extent they apply to property other than the Property.

SCHEDULE 3.1

PROPERTY DOCUMENTS

Section A - Agency Permits:

- California Department of Fish and Game 1602 Permit (Notification No. 1600-2001-0161-R2), January 24, 2012
- City of Roseville WRSP Open Space Operation and Management Plan, October 1, 2004
- City of Roseville WRSP Open Space Operations and Management Plan Updated Figures, July 2009
- City of Roseville, Correspondence regarding status of Grassland Mitigation, March 25, 2010
- California Regional Water Quality Control Board (CRWQCB) 401 Certification, July 2, 2004
- CRWQCB Amended 401 Certification March 30, 2009
- United State Army Corps of Engineers (USACoE) 404 Permit (No. 200200666), October 27, 2004
- USACoE Amended 404 Permit, March 17, 2005
- USACoE 404 Permit Modification (Fiddymont Property), October 4, 2005
- USACoE 404 Permit Modification (Fiddymont Property), July 5, 2006
- USACoE 404 Permit Modification (Westpark Property), July 26, 2006
- USACoE 404 Permit Modification (Fiddymont Property), July 9, 2009
- USACoE 404 Permit 5 yr Extension, December 31, 2015
- USFWS Biological Opinion, March 10, 2005

Section B - Development Agreement:

- Development Agreement, recorded May 28, 2004
- First Amendment, recorded April 20, 2006
- Second Amendment, recorded May 5, 2009
- Third Amendment, recorded February 7, 2011 and re-recorded April 5, 2012
- Fourth Amendment, recorded August 20, 2013
- Fifth Amendment, recorded August 20, 2013
- Sixth Amendment, recorded December 22, 2014
- Seventh Amendment, recorded May 11, 2016
- Eighth Amendment, recorded October 20, 2017
- Ninth Amendment, recorded May 20, 2021

Section C – Entitlements – Phase 4

- Approved LLFM-Phase 4
- Approved Tentative Map – Phase 4
- Conditions of Approval

Section D - School Agreements:

Roseville City School District

- School Mitigation Agreement, recorded October 14, 2003
- Addendum No. 1, recorded February 3, 2006
- Addendum No. 2, recorded April 29, 2014
- Addendum No. 3, recorded November 19, 2015
- Addendum No. 4, recorded June 30, 2016

Roseville Joint Union High School District

- Amended Mutual Benefit High School Mitigation Agreement, recorded November 17, 2004
- First Amendment, recorded July 18, 2006

Section E – CFD's:

- Westpark CFD No. 1 Amended Notice of Special Tax, Amendment No. 2, recorded October 23, 2017
- Westpark CFD No. 2 Amended Notice of Special Tax, Amendment No. 2, recorded October 23, 2017
- City of Roseville CFD No. 3 Notice of Special Tax, recorded October 22, 2004

Section F – Property Tax Bills:

- 2020-2021 Property Tax Bill

Section G - West Roseville Specific Plan

Section H - WRSP Final EIR Documents

Section I - CC&Rs:

- Master Declaration of Covenants, Conditions and Restrictions for Westpark, recorded December 8, 2004
- First Amendment, recorded March 9, 2006 and re-recorded April 21, 2006
- Certification of Assignment of Declarant's Rights, recorded December 31, 2009
- Second Amendment, recorded April 27, 2012

Section J - Phase 1 Environmental Site Assessments:

- Environmental Site Assessment Placer 1600 Property, prepare by Wallace Kuhl & Associates (WKA No. 4356.01), December 13, 1999
- Environmental Site Assessment Update Placer 1600 Acre Property, prepared by Wallace Kuhl & Associates (WKA No. 4356.02), September 16, 2004.

Section K - Geotechnical Reports:

- Geotechnical Engineering Report, Placer 1600 Westpark, prepared by Wallace Kuhl & Associates (WKA No. 5842.02), October 19, 2004.
- Geotechnical Engineering Report, Westpark Phase 1 Infrastructure West Roseville Specific Plan, prepared by Wallace Kuhl Associates (WKA No. 5824.01), February 13, 2004.
- Geotechnical Engineering Report, Westpark Detention Basin, prepared by Wallace Kuhl & Associates (WKA No. 9340.01), January 12, 2012.

Section L - WRSP CEQA Litigation Settlement Documents:

- Stipulated Settlement Agreement – Sierra Club, et. al.
- Project Labor Agreement, dated September 3, 2004

SCHEDULE 3.5

CFD DISCLOSURES

CFD NO. 1 DISCLOSURE

**NOTICE OF SPECIAL TAXES
(WESTPARK CFD No. 1)**

ROSEVILLE, CALIFORNIA

TO: THE PROSPECTIVE PURCHASER OF THE REAL PROPERTY KNOWN AS:

All that real property situated within the Southeast one-quarter of Section 23, Township 11 North, Range 5 East, Mount Diablo Meridian, City of Roseville, County of Placer, State of California and being a portion of Lot 26 as shown on that certain Final Map entitled " Westpark- Phase 4 Large Lot Subdivision, Subdivision No. 000176" recorded on August 16, 2013 in Book CC of Maps, at Page 53, Placer County Records and being more particularly described in the contract to purchase the property.

THIS IS A NOTIFICATION TO YOU PRIOR TO YOUR ENTERING INTO A CONTRACT TO PURCHASE THIS PROPERTY. THE SELLER IS REQUIRED TO GIVE YOU THIS NOTICE AND TO OBTAIN A COPY SIGNED BY YOU TO INDICATE THAT YOU HAVE RECEIVED AND READ A COPY OF THIS NOTICE.

(1) This property is subject to special taxes imposed by the districts or groups listed in this Notice of Special Taxes, which are in addition to the regular property taxes and any other charges, fees, special taxes, and benefit assessments on the parcel. These special taxes may not be imposed on all parcels within the City of Roseville. If you fail to pay any of these taxes when due each year, the property may be foreclosed upon and sold.

YOU SHOULD TAKE EACH OF THESE TAXES AND THE BENEFITS FROM THE FACILITIES AND SERVICES FOR WHICH EACH OF THEM PAYS INTO ACCOUNT IN DECIDING WHETHER TO BUY THIS PROPERTY.

(2) The special taxes described in this Paragraph 2 will be imposed on this property because it is part of new development within Westpark, and are not generally imposed upon property outside of Westpark. Different portions of Westpark and the West Roseville Specific Plan Area may be affected differently by this district. The special tax district, the maximum special tax which may be levied against this parcel during the 2004/2005 tax year, the amount by which it is anticipated to increase, the length of time that the special tax may be levied, and a brief description of the authorized facilities which are being paid for by the special taxes, and by the money received from the sale of bonds which are being repaid by the special taxes, are as follows:

District:	Westpark Community Facilities District No. 1
Maximum Tax for	
2004/2005 Base Year:	N/A

Increase:	2% per annum
Facilities:	Infrastructure improvements and other purposes
Term:	Ongoing

This District has been formed. Some of the facilities which will be the subject of this District have not been constructed or acquired and it is possible that some may never be constructed or acquired.

YOU MAY OBTAIN INFORMATION REGARDING THE WESTPARK COMMUNITY FACILITIES DISTRICT NO. 1, WHICH SPECIFIES MORE PRECISELY HOW THE SPECIAL TAX FOR THAT DISTRICT IS APPORTIONED AND HOW THE PROCEEDS OF THE TAX FOR THAT DISTRICT WILL BE USED, BY CALLING:

City of Roseville (800) 755-6864
(Regarding the Westpark Community Facilities District No. 1)

THERE MAY BE A CHARGE FOR THESE DOCUMENTS,
NOT TO EXCEED THE REASONABLE COST OF PROVIDING
THE DOCUMENTS.

THE BUYER ACKNOWLEDGES THAT BUYER IS A SOPHISTICATED REAL ESTATE INVESTOR WHO IS FAMILIAR WITH COMMUNITY FACILITIES DISTRICTS AND THE REQUIREMENTS OF CALIFORNIA GOVERNMENT CODE SECTION 53341.5, THAT BUYER HAS REVIEWED OR HAS HAD THE OPPORTUNITY TO REVIEW THE RESOLUTIONS OF FORMATION FOR THE DISTRICTS DESCRIBED ABOVE AND THE MANNER IN WHICH THE SPECIAL TAXES ARE APPORTIONED AND HOW THE PROCEEDS OF THE TAXES WILL BE USED, THAT BUYER HAS REVIEWED OR HAS HAD THE OPPORTUNITY TO REVIEW THE BENEFITS FROM THE FACILITIES AND SERVICES FOR WHICH THE SPECIAL TAXES WILL BE LEVIED IN DECIDING WHETHER TO PURCHASE THE PROPERTY, AND THAT BUYER SHALL ASSUME THE RESPONSIBILITY TO NOTIFY ANY AND ALL SUBSEQUENT PURCHASERS OF ANY PORTION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, INDIVIDUAL PURCHASERS OF COMPLETED RESIDENTIAL UNITS, IN ACCORDANCE WITH THE REQUIREMENTS OF SUCH GOVERNMENT CODE SECTION 53341.5.

THE BUYER FURTHER ACKNOWLEDGES THAT BUYER HAS RECEIVED A COPY OF THIS NOTICE. BUYER UNDERSTANDS THAT BUYER MAY TERMINATE THE PURCHASE AGREEMENT AFTER RECEIVING THIS NOTICE WITHIN THREE DAYS AFTER THE EXECUTION OF THE PURCHASE AGREEMENT, OR BY THE END OF THE FEASIBILITY PERIOD, WHICHEVER IS LATER, BY GIVING WRITTEN NOTICE IN ACCORDANCE WITH SECTION 11.4 OF THE PURCHASE AGREEMENT.

CFD NO. 2 DISCLOSURE

**NOTICE OF SPECIAL TAXES
(WESTPARK CFD No. 2)**

ROSEVILLE, CALIFORNIA

TO: THE PROSPECTIVE PURCHASER OF THE REAL PROPERTY KNOWN AS:

All that real property situated within the Southeast one-quarter of Section 23, Township 11 North, Range 5 East, Mount Diablo Meridian, City of Roseville, County of Placer, State of California and being a portion of Lot 26 as shown on that certain Final Map entitled " Westpark- Phase 4 Large Lot Subdivision, Subdivision No. 000176" recorded on August 16, 2013 in Book CC of Maps, at Page 53, Placer County Records and being more particularly described in the contract to purchase the property.

THIS IS A NOTIFICATION TO YOU PRIOR TO YOUR ENTERING INTO A CONTRACT TO PURCHASE THIS PROPERTY. THE SELLER IS REQUIRED TO GIVE YOU THIS NOTICE AND TO OBTAIN A COPY SIGNED BY YOU TO INDICATE THAT YOU HAVE RECEIVED AND READ A COPY OF THIS NOTICE.

(1) This property is subject to special taxes imposed by the districts or groups listed in this Notice of Special Taxes, which are in addition to the regular property taxes and any other charges, fees, special taxes, and benefit assessments on the parcel. These special taxes may not be imposed on all parcels within the City of Roseville. If you fail to pay any of these taxes when due each year, the property may be foreclosed upon and sold.

YOU SHOULD TAKE EACH OF THESE TAXES AND THE BENEFITS FROM THE FACILITIES AND SERVICES FOR WHICH EACH OF THEM PAYS INTO ACCOUNT IN DECIDING WHETHER TO BUY THIS PROPERTY.

(2) The special taxes described in this Paragraph 2 will be imposed on this property because it is part of new development within Westpark, and are not generally imposed upon property outside of Westpark. Different portions of Westpark and the West Roseville Specific Plan Area may be affected differently by this district. The special tax district, the maximum special tax which may be levied against this parcel during the 2004/2005 tax year, the amount by which it is anticipated to increase, the length of time that the special tax may be levied, and a brief description of the authorized facilities which are being paid for by the special taxes, and by the money received from the sale of bonds which are being repaid by the special taxes, are as follows:

District:	Westpark Community Facilities District No. 2
Maximum Tax for	
2004/2005 Base Year:	N/A
Increase:	4% per annum

Facilities:	Landscape corridor, parks, and open space maintenance
Term:	Ongoing

This District has been formed. Some of the facilities which will be the subject of this District have not been constructed or acquired and it is possible that some may never be constructed or acquired.

YOU MAY OBTAIN INFORMATION REGARDING THE WESTPARK COMMUNITY FACILITIES DISTRICT NO. 2, WHICH SPECIFIES MORE PRECISELY HOW THE SPECIAL TAX FOR THAT DISTRICT IS APPORTIONED AND HOW THE PROCEEDS OF THE TAX FOR THAT DISTRICT WILL BE USED, BY CALLING:

City of Roseville (800) 755-6864
(Regarding the Westpark Community Facilities District No. 2)

THERE MAY BE A CHARGE FOR THESE DOCUMENTS,
NOT TO EXCEED THE REASONABLE COST OF PROVIDING
THE DOCUMENTS.

THE BUYER ACKNOWLEDGES THAT BUYER IS A SOPHISTICATED REAL ESTATE INVESTOR WHO IS FAMILIAR WITH COMMUNITY FACILITIES DISTRICTS AND THE REQUIREMENTS OF CALIFORNIA GOVERNMENT CODE SECTION 53341.5, THAT BUYER HAS REVIEWED OR HAS HAD THE OPPORTUNITY TO REVIEW THE RESOLUTIONS OF FORMATION FOR THE DISTRICTS DESCRIBED ABOVE AND THE MANNER IN WHICH THE SPECIAL TAXES ARE APPORTIONED AND HOW THE PROCEEDS OF THE TAXES WILL BE USED, THAT BUYER HAS REVIEWED OR HAS HAD THE OPPORTUNITY TO REVIEW THE BENEFITS FROM THE FACILITIES AND SERVICES FOR WHICH THE SPECIAL TAXES WILL BE LEVIED IN DECIDING WHETHER TO PURCHASE THE PROPERTY, AND THAT BUYER SHALL ASSUME THE RESPONSIBILITY TO NOTIFY ANY AND ALL SUBSEQUENT PURCHASERS OF ANY PORTION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, INDIVIDUAL PURCHASERS OF COMPLETED RESIDENTIAL UNITS, IN ACCORDANCE WITH THE REQUIREMENTS OF SUCH GOVERNMENT CODE SECTION 53341.5.

THE BUYER FURTHER ACKNOWLEDGES THAT BUYER HAS RECEIVED A COPY OF THIS NOTICE. BUYER UNDERSTANDS THAT BUYER MAY TERMINATE THE PURCHASE AGREEMENT AFTER RECEIVING THIS NOTICE WITHIN THREE DAYS AFTER THE EXECUTION OF THE PURCHASE AGREEMENT, OR BY THE END OF THE FEASIBILITY PERIOD, WHICHEVER IS LATER, BY GIVING WRITTEN NOTICE IN ACCORDANCE WITH SECTION 11.4 OF THE PURCHASE AGREEMENT.

CFD NO. 3 DISCLOSURE

**NOTICE OF SPECIAL TAXES
(CITY OF ROSEVILLE CFD No. 3)**

ROSEVILLE, CALIFORNIA

TO: THE PROSPECTIVE PURCHASER OF THE REAL PROPERTY KNOWN AS:

All that real property situated within the Southeast one-quarter of Section 23, Township 11 North, Range 5 East, Mount Diablo Meridian, City of Roseville, County of Placer, State of California and being a portion of Lot 26 as shown on that certain Final Map entitled " Westpark- Phase 4 Large Lot Subdivision, Subdivision No. 000176" recorded on August 16, 2013 in Book CC of Maps, at Page 53, Placer County Records and being more particularly described in the contract to purchase the property.

THIS IS A NOTIFICATION TO YOU PRIOR TO YOUR ENTERING INTO A CONTRACT TO PURCHASE THIS PROPERTY. THE SELLER IS REQUIRED TO GIVE YOU THIS NOTICE AND TO OBTAIN A COPY SIGNED BY YOU TO INDICATE THAT YOU HAVE RECEIVED AND READ A COPY OF THIS NOTICE.

(1) This property is subject to special taxes imposed by the districts or groups listed in this Notice of Special Taxes, which are in addition to the regular property taxes and any other charges, fees, special taxes, and benefit assessments on the parcel. These special taxes may not be imposed on all parcels within the City of Roseville. If you fail to pay any of these taxes when due each year, the property may be foreclosed upon and sold.

YOU SHOULD TAKE EACH OF THESE TAXES AND THE BENEFITS FROM THE FACILITIES AND SERVICES FOR WHICH EACH OF THEM PAYS INTO ACCOUNT IN DECIDING WHETHER TO BUY THIS PROPERTY.

(2) The special taxes described in this Paragraph 2 will be imposed on this property because it is part of new development within Westpark, and are not generally imposed upon property outside of Westpark. Different portions of Westpark and the West Roseville Specific Plan Area may be affected differently by this district. The special tax district, the maximum special tax which may be levied against this parcel during the 2004/2005 tax year, the amount by which it is anticipated to increase, the length of time that the special tax may be levied, and a brief description of the authorized facilities which are being paid for by the special taxes, and by the money received from the sale of bonds which are being repaid by the special taxes, are as follows:

District:	City of Roseville Community Facilities District No. 3
Maximum Tax for	
2004/2005 Base Year:	\$610 per acre
Increase:	The lessor of i) the combined percentage increase, if any, in the City of Roseville General Fund Operating Budget for police and fire services, or ii) 4 % per annum
Facilities:	Municipal services including police, fire, recreation

Term: programs, libraries and related maintenance
Ongoing

This District has been formed. Some of the facilities which will be the subject of this District have not been constructed or acquired and it is possible that some may never be constructed or acquired.

YOU MAY OBTAIN INFORMATION REGARDING THE CITY OF ROSEVILLE COMMUNITY FACILITIES DISTRICT NO. 3, WHICH SPECIFIES MORE PRECISELY HOW THE SPECIAL TAX FOR THAT DISTRICT IS APPORTIONED AND HOW THE PROCEEDS OF THE TAX FOR THAT DISTRICT WILL BE USED, BY CALLING:

City of Roseville (800) 755-6864
(Regarding the City of Roseville Community Facilities District No. 3)

THERE MAY BE A CHARGE FOR THESE DOCUMENTS,
NOT TO EXCEED THE REASONABLE COST OF PROVIDING
THE DOCUMENTS.

THE BUYER ACKNOWLEDGES THAT BUYER IS A SOPHISTICATED REAL ESTATE INVESTOR WHO IS FAMILIAR WITH COMMUNITY FACILITIES DISTRICTS AND THE REQUIREMENTS OF CALIFORNIA GOVERNMENT CODE SECTION 53341.5, THAT BUYER HAS REVIEWED OR HAS HAD THE OPPORTUNITY TO REVIEW THE RESOLUTIONS OF FORMATION FOR THE DISTRICTS DESCRIBED ABOVE AND THE MANNER IN WHICH THE SPECIAL TAXES ARE APPORTIONED AND HOW THE PROCEEDS OF THE TAXES WILL BE USED, THAT BUYER HAS REVIEWED OR HAS HAD THE OPPORTUNITY TO REVIEW THE BENEFITS FROM THE FACILITIES AND SERVICES FOR WHICH THE SPECIAL TAXES WILL BE LEVIED IN DECIDING WHETHER TO PURCHASE THE PROPERTY, AND THAT BUYER SHALL ASSUME THE RESPONSIBILITY TO NOTIFY ANY AND ALL SUBSEQUENT PURCHASERS OF ANY PORTION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, INDIVIDUAL PURCHASERS OF COMPLETED RESIDENTIAL UNITS, IN ACCORDANCE WITH THE REQUIREMENTS OF SUCH GOVERNMENT CODE SECTION 53341.5.

THE BUYER FURTHER ACKNOWLEDGES THAT BUYER HAS RECEIVED A COPY OF THIS NOTICE. BUYER UNDERSTANDS THAT BUYER MAY TERMINATE THE PURCHASE AGREEMENT AFTER RECEIVING THIS NOTICE WITHIN THREE DAYS AFTER THE EXECUTION OF THE PURCHASE AGREEMENT, OR BY THE END OF THE FEASIBILITY PERIOD, WHICHEVER IS LATER, BY GIVING WRITTEN NOTICE IN ACCORDANCE WITH SECTION 11.4 OF THE PURCHASE AGREEMENT.

SCHEDULE 4.2.1

DEED

**Recording Requested by and
When Recorded Mail to:**

City Clerk
CITY OF ROSEVILLE
311 Vernon Street
Roseville, CA 95678

Mail Tax Statements to:

Finance Department
CITY OF ROSEVILLE
311 Vernon Street
Roseville, CA 95678

Exempt from recording fees
Pursuant to Gov't Code § 27383

Placer County APNs: _____

THE UNDERSIGNED GRANTOR DECLARES:

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

This conveyance is exempt from the documentary transfer tax since a governmental agency is acquiring title, R & T 11922..

GRANT DEED

For valuable consideration, receipt and adequacy of which are hereby acknowledged, WEST ROSEVILLE, LLC, a California limited liability company ("Grantor"), hereby grants, sells, conveys and transfers to the CITY OF ROSEVILLE, a municipal corporation ("Grantee"), that certain improved real property located in the City of Roseville, Placer County, California, as legally described in Exhibit A attached hereto and incorporated herein (the "Real Property"), together with all improvements, structures and fixtures (other than trade fixtures) (collectively, the "Improvements") located thereon, and all easements, appurtenances, development rights, mineral rights, water rights, air rights, and other rights and privileges belonging or appertaining to the Real Property and Improvements, and all right, title and interest in, to and under adjoining streets, rights of way and access easements (collectively, the "Property").

The property transferred pursuant to this Grant Deed is subject to (a) the terms of that certain Grant Deed of Development Rights Easement, dated September 1, 1998, and recorded in the Official Records of Placer County, California on November 12, 1998 as Document No. 98-0094050, as amended by that certain First Amendment to Grant Deed of Development Rights Easement, dated

July 17, 2013, and recorded in the Official Records of Placer County, California on August 29, 2013 as Document No. 2013-0085644-00, and (b) the mitigation payments required under that certain Amended West Roseville Specific Plan/Mutual Benefit High School Agreement, dated September 20, 2004, and recorded in the Official Records of Placer County, California on November 17, 2004 as Document No. 2004-0153916.

IN WITNESS WHEREOF, Grantor has caused its duly authorized representative to execute this instrument as of the date hereinafter written.

Dated: _____, 2022

GRANTOR:

WEST ROSEVILLE, LLC,
a California limited liability company

By: _____

Name: _____

Title: _____

Exhibit A
Legal Description of the Property

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA,
COUNTY OF PLACER, CITY OF ROSEVILLE, AND IS DESCRIBED AS FOLLOWS:

APN: _____

ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.	
---	--

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On this _____ day of _____, 20____, before me, _____
_____, Notary Public, personally appeared _____ who proved to me on the
basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized
capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity
upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____ (Seal)

SCHEDULE 4.2.2

GENERAL ASSIGNMENT

THIS GENERAL ASSIGNMENT ("Assignment") dated effective as of _____, 2022 (the "Effective Date"), is entered into by and between WEST ROSEVILLE, LLC, a California limited liability company ("Assignor"), and the CITY OF ROSEVILLE, a municipal corporation ("Assignee").

W I T N E S S E T H:

Assignor, as seller, and Assignee, as buyer, entered into that certain Purchase and Sale Agreement and Escrow Instructions dated _____, 2021 (the "Purchase Agreement") concerning the exchange of certain real property located in the City of Roseville, County of Placer, State of California, as legally described in Exhibit A attached hereto and incorporated herein (the "Real Property"), together with all improvements, structures and fixtures (other than trade fixtures) (collectively, the "Improvements"). Capitalized terms not defined in this Agreement have the meanings given to those terms in the Purchase Agreement.

Under the Purchase Agreement, Assignor is obligated to assign to Assignee any and all of Assignor's right, title, interest and obligations in, to and under assignable intangible personal property owned by Seller relating to the Real Property and Improvements, including, without limitation, the matters set forth Exhibit B, attached hereto, each to the extent applicable to the Real Property, but expressly excluding the excluded property set forth on Exhibit B (collectively, the "Intangible Property").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Effective as of the Effective Date, Assignor hereby assigns, sells, transfers, sets over and delivers unto Assignee all of Assignor's right, title, interest and obligations in, to and under the Intangible Property.
2. Effective as of the Effective Date, Assignee hereby accepts and assumes Assignor's right, title, interest and obligations in, to and under the Intangible Property arising from and after the Effective Date and expressly excluding any breach or default by Assignor thereunder.
3. Assignor does hereby covenant with Assignee, and represents and warrants to Assignee, that Assignor has not previously assigned, conveyed, or transferred to any other party, any of its rights to the Intangible Property. Assignor further represents and warrants that Assignor has received no written or any other form of notice that that is pending or currently threatened any litigation or any other disputes or claims pertaining to or affecting the Intangible Property.
4. In the event of the bringing of any action or suit by a party hereto against another party hereunder by reason of any breach of any of the covenants, conditions, agreements or

provisions on the part of the other party arising out of this Assignment, then in that event the prevailing party shall be entitled to have and recover of and from the other party all costs and expenses of the action or suit, including reasonable attorneys' fees.

5. This Assignment shall be binding upon and inure to the benefit of the successors, permitted assignees, personal representatives, heirs and legatees of all the respective parties hereto.

6. This Assignment shall not merge with or limit any provision of the Purchase Agreement, and the provisions of the Purchase Agreement shall govern and control the rights and obligations of Assignor and Assignee with respect to all matters described therein.

7. This Assignment shall be governed by, interpreted under, and construed and enforceable in accordance with, the laws of the State of California.

8. Assignor hereby agrees to protect, indemnify, defend and hold Assignee, its officers, directors, shareholders, members, affiliates, employees, successors and assigns, harmless from and against any and all claims, demands, damages, actions, causes of action, losses, judgments, liabilities, costs and expenses (including, without limitation, attorneys' fees, disbursements and court costs incurred as a result of such claims or in enforcing this indemnity provision) (collectively, "Claims") arising out of or related to any breach of or default under the Intangible Property first arising prior to the Effective Date. Assignee hereby agrees to protect, indemnify, defend and hold Assignor, its officers, directors, shareholders, members, affiliates, employees, successors and assigns, harmless from and against any and all Claims arising out of or related to any breach of or default under the Intangible Property first arising after the Effective Date.

9. This Assignment may be executed in one or more counterparts. All counterparts so executed shall constitute one contract, binding on all parties, even though all parties are not signatory to the same counterpart.

10. Assignor and Assignee each agree to perform such further acts and to execute and deliver such additional agreements and instruments as the other may reasonably require to consummate, evidence or confirm the assignment contained herein in the manner contemplated hereby.

[Remainder of page intentionally left blank]
[Signature page(s) follow]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the Effective Date.

ASSIGNOR:

WEST ROSEVILLE, LLC,
a California limited liability company

By: _____
Name: _____
Title: _____

ASSIGNEE:

CITY OF ROSEVILLE,
a municipal corporation

By: _____
DOMINICK CASEY
City Manager

ATTEST:

By: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

By: _____
MICHELLE SHEIDENBERGER
City Attorney

Exhibit A
Legal Description of the Real Property

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA,
COUNTY OF PLACER, CITY OF ROSEVILLE, AND IS DESCRIBED AS FOLLOWS:

APN: _____

Exhibit B
Description of Intangible Property

[List Intangible Property]

But expressly excluding the following “Excluded Property”:

[List Excluded Property]

SCHEDULE 4.2.3

DEVELOPMENT AGREEMENT ASSIGNMENT

WHEN RECORDED,
RETURN TO:

ASSIGNMENT AND ASSUMPTION AGREEMENT
RELATIVE TO
WEST ROSEVILLE SPECIFIC PLAN DEVELOPMENT AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this “**Assignment**”) is entered into this ____ day of _____, 2022 (the “**Effective Date**”), by and between WEST ROSEVILLE, LLC, a California limited liability company (“**Assignor**”), and the CITY OF ROSEVILLE, a municipal corporation (“**Assignee**”).

RECITALS

A. On February 18, 2004, the City of Roseville and 1600 Placer Investors, LP (“**1600 Placer**”) entered into that certain agreement entitled “Development Agreement by and between the City of Roseville, 1600 Placer Investors, LP relative to the West Roseville Specific Plan”, as amended from time to time (hereinafter, the “**Development Agreement**”). Pursuant to the Development Agreement, 1600 Placer agreed to develop the property commonly referred to as “Westpark”, subject to certain conditions and obligation as set forth in the Development Agreement. The Development Agreement was recorded against the Westpark property on May 28, 2004, in the Official Records of Placer County, California as Document No. 2004-0069488.

B. On or about March 21, 2005, 1600 Placer conveyed the Westpark property to PL Roseville, LP (“**PL Roseville**”). On or about December 31, 2009, PL Roseville conveyed a portion of the Westpark property to Assignor. Upon each conveyance, the rights and obligations under the Development Agreement with respect to and as related to the property conveyed were transferred therewith.

C. Assignor has conveyed to Assignee a portion of its property more particularly identified and described in Exhibit A attached hereto (hereinafter the “**Assigned Property**”). The conveyance was pursuant to that certain Purchase and Sale Agreement and Escrow Instructions dated _____, 2021 (the “**Purchase Agreement**”). Assignor desires to assign and Assignee desires to assume certain of Assignor’s right, title, interest, burdens and obligations under the Development Agreement.

ASSIGNMENT AND ASSUMPTION

NOW, THEREFORE, Assignor and Assignee hereby agree as follows:

1. Effective as of the Effective Date, Assignor hereby assigns to Assignee all of the rights, title, interest, burdens and obligations of Assignor under the Development Agreement solely with respect to and as related to the Assigned Property, arising from and after the Effective Date and expressly excluding any prior breach or default by Assignor thereunder and any Excluded Property (as defined in the Purchase Agreement) (the “**Assigned Rights and Obligations**”). As between Assignor and Assignee, Assignor retains all the rights, title, interest, burdens and obligations under the Development Agreement not included within the Assigned Rights and Obligations.

2. Effective as of the Effective Date, Assignee hereby assumes all of the Assigned Rights and Obligations and agrees to observe and fully perform all the duties and obligations of Assignor under the Development Agreement included within the Assigned Rights and Obligations and to be subject to all the terms and conditions thereof with respect to the Assigned Property. The parties intend that, upon the execution of this Assignment and conveyance of the Assigned Property to Assignee, Assignee shall become substituted for Assignor as the “Developer” under the Development Agreement with respect to the Assigned Property.

3. Assignor hereby agrees to protect, indemnify, defend and hold Assignee, its officers, directors, shareholders, members, affiliates, employees, successors and assigns, harmless from and against any and all claims, demands, damages, actions, causes of action, losses, judgments, liabilities, costs and expenses (including, without limitation, attorneys' fees, disbursements and court costs incurred as a result of such claims or in enforcing this indemnity provision) (collectively, “**Claims**”) arising out of or related to any breach of or default under the Development Agreement with respect to the Assigned Rights and Obligations first arising prior to the Effective Date. Assignee hereby agrees to protect, indemnify, defend and hold Assignor, its officers, directors, shareholders, members, affiliates, employees, successors and assigns, harmless from and against any and all Claims arising out of or related to any breach of or default under the Development Agreement with respect to the Assigned Rights and Obligations first arising on or after the Effective Date.

4. All of the covenants, terms and conditions set forth herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

5. The notice address described in Article 10 of the Development Agreement for the “Developer” with respect to the Assigned Property shall be:

City of Roseville

Attention:

With a copy to:

City of Roseville

Attention:

6. This Assignment may be executed in one or more counterparts. All counterparts so executed shall constitute one contract, binding on all parties, even though all parties are not signatory to the same counterpart.

7. Assignor and Assignee each agree to perform such further acts and to execute and deliver such additional agreements and instruments as the other may reasonably require to consummate, evidence or confirm the assignment contained herein in the manner contemplated hereby.

[Remainder of page intentionally left blank]
[Signature page(s) follow]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the Effective Date.

ASSIGNOR:

WEST ROSEVILLE, LLC,
a California limited liability company

By: _____
Name: _____
Title: _____

ASSIGNEE:

CITY OF ROSEVILLE,
a municipal corporation

By: _____
DOMINICK CASEY
City Manager

ATTEST:

By: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

By: _____
MICHELLE SHEIDENBERGER
City Attorney

[Insert Notary Blocks Prior to Execution]

Exhibit A

Legal Description of Assigned Property

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA,
COUNTY OF PLACER, CITY OF ROSEVILLE, AND IS DESCRIBED AS FOLLOWS:

APN: _____

SCHEDULE 4.2.4

E.S. AGREEMENT ASSIGNMENT

WHEN RECORDED,
RETURN TO:

ASSIGNMENT AND ASSUMPTION AGREEMENT
RELATIVE TO THE
SCHOOL MITIGATION AGREEMENT BY AND BETWEEN
ROSEVILLE CITY SCHOOL DISTRICT AND
ROSEVILLE FIDDYMENT LAND VENTURE LLC AND
1600 PLACER INVESTORS, LP,
RELATIVE TO THE WEST ROSEVILLE SPECIFIC PLAN

This Assignment and Assumption Agreement (this “**Assignment**”) is entered into this ____ day of _____, 2022 (the “**Effective Date**”), by and between WEST ROSEVILLE, LLC, a California limited liability company (“**Assignor**”), and the CITY OF ROSEVILLE, a municipal corporation (“**Assignee**”).

RECITALS

A. On September 4, 2003, the Roseville City School District (“**District**”), Roseville Fiddymment Land Venture, LLC and 1600 Placer Investors, L.P. (“**1600 Placer**”) entered into that certain agreement entitled “School Mitigation Agreement by and between the Roseville City School District and Roseville Fiddymment Land Venture LLC and 1600 Placer Investors, LP, Relative to the West Roseville Specific Plan”, as amended from time to time (hereinafter, the “**E.S. Agreement**”). The E.S. Agreement was recorded on October 14, 2003 in the Official Records of Placer County, California as Document No. 2003-0176005, and affects property within the West Roseville Specific Plan Area.

B. On or about March 21, 2005, 1600 Placer conveyed the property commonly referred to as “Westpark” to PL Roseville, LP (“**PL Roseville**”). On or about December 31, 2009, PL Roseville conveyed a portion of the Westpark property to Assignor. Upon each conveyance, the rights and obligations under the E.S. Agreement with respect to and as related to the property conveyed were transferred therewith.

C. Assignor has conveyed to Assignee a portion of its property more particularly identified and described in Exhibit A attached hereto (hereinafter the “**Assigned Property**”). The conveyance was pursuant to that certain Purchase and Sale Agreement and Escrow Instructions dated _____, 2021 (the “**Purchase Agreement**”). In connection with

that conveyance, Assignor desires to assign and Assignee desires to assume certain of Assignor's right, title, interest, burdens and obligations under the E.S. Agreement.

ASSIGNMENT AND ASSUMPTION

NOW, THEREFORE, Assignor and Assignee hereby agree as follows:

1. Effective as of the Effective Date, Assignor hereby assigns to Assignee all of the rights, title, interest, of Assignor under the E.S. Agreement solely with respect to and as related to the Assigned Property, arising from and after the Effective Date and expressly excluding (a) any prior breach or default by Assignor thereunder, (b) the obligation to fund any shortfall payments under the E.S. Agreement and (c) any Excluded Property (as defined in the Purchase Agreement) (the "**Assigned Rights and Obligations**"). As between Assignor and Assignee, Assignor expressly retains all the rights, title, interest, burdens and obligations under the E.S. Agreement other than the Assigned Rights and Obligations.

2. Effective as of the Effective Date, Assignee hereby accepts and assumes all of the Assigned Rights and Obligations and agrees to observe and fully perform all the duties and obligations of Assignor under the E.S. Agreement included within the Assigned Rights and Obligations and to be subject to all the terms and conditions thereof with respect to the Assigned Property.

3. Assignor hereby agrees to protect, indemnify, defend and hold Assignee, its officers, directors, shareholders, members, affiliates, employees, successors and assigns, harmless from and against any and all claims, demands, damages, actions, causes of action, losses, judgments, liabilities, costs and expenses (including, without limitation, attorneys' fees, disbursements and court costs incurred as a result of such claims or in enforcing this indemnity provision) (collectively, "**Claims**") arising out of or related to any breach of or default under the E.S. Agreement with respect to the Assigned Rights and Obligations first arising prior to the Effective Date. Assignee hereby agrees to protect, indemnify, defend and hold Assignor, its officers, directors, shareholders, members, affiliates, employees, successors and assigns, harmless from and against any and all Claims arising out of or related to any breach of or default under the E.S. Agreement with respect to the Assigned Rights and Obligations first arising on or after the Effective Date.

4. All of the covenants, terms and conditions set forth herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

5. The notice address described in Section 6.12 of the E.S. Agreement for the "Landowner" with respect to the Assigned Property shall be:

City of Roseville

Attention:

With a copy to:

City of Roseville

Attention:

6. This Assignment may be executed in one or more counterparts. All counterparts so executed shall constitute one contract, binding on all parties, even though all parties are not signatory to the same counterpart.

7. Assignor and Assignee each agree to perform such further acts and to execute and deliver such additional agreements and instruments as the other may reasonably require to consummate, evidence or confirm the assignment contained herein in the manner contemplated hereby.

[Remainder of page intentionally left blank]
[Signature page(s) follow]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the Effective Date.

ASSIGNOR:

WEST ROSEVILLE, LLC,
a California limited liability company

By: _____
Name: _____
Title: _____

ASSIGNEE:

CITY OF ROSEVILLE,
a municipal corporation

By: _____
DOMINICK CASEY
City Manager

ATTEST:

By: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

By: _____
MICHELLE SHEIDENBERGER
City Attorney

[Insert Notary Blocks Prior to Execution]

Exhibit A

Legal Description of Assigned Property

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA,
COUNTY OF PLACER, CITY OF ROSEVILLE, AND IS DESCRIBED AS FOLLOWS:

APN: _____

SCHEDULE 4.2.5

H.S. AGREEMENT ASSIGNMENT

**WHEN RECORDED,
RETURN TO:**

ASSIGNMENT AND ASSUMPTION AGREEMENT RELATIVE TO THE AMENDED WEST ROSEVILLE SPECIFIC PLAN/MUTUAL BENEFIT HIGH SCHOOL MITIGATION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this “**Assignment**”) is entered into this ____ day of _____, 2022 (the “**Effective Date**”), by and between WEST ROSEVILLE, LLC, a California limited liability company (“**Assignor**”), and the CITY OF ROSEVILLE, a municipal corporation (“**Assignee**”).

RECITALS

A. The Roseville Joint Union High School District, Roseville/Fiddymont Land Venture, LLC and 1600 Placer Investors, L.P. (“**1600 Placer**”) entered into that certain agreement, dated September 20, 2004, entitled “Amended West Roseville Specific Plan/Mutual Benefit High School Mitigation Agreement”, as amended from time to time (hereinafter the “**H.S. Agreement**”). The H.S. Agreement was recorded on November 17, 2004 in the Official Records of Placer County, California as Document No. 2004-0153916, and affects property within the West Roseville Specific Plan Area.

B. On or about March 21, 2005, 1600 Placer conveyed the property commonly referred to as “Westpark” to PL Roseville, LP (“**PL Roseville**”). On or about December 31, 2009, PL Roseville conveyed a portion of the Westpark property to Assignor. Upon each conveyance, the rights and obligations under the H.S. Agreement with respect to and as related to the property conveyed were transferred therewith.

C. Assignor has conveyed to Assignee a portion of its property more particularly identified and described in Exhibit A attached hereto (the “**Assigned Property**”). The conveyance was pursuant to that certain Purchase and Sale Agreement and Escrow Instructions dated _____, 2021 (the “**Purchase Agreement**”). In connection with that conveyance, Assignor desires to assign and Assignee desires to assume certain of Assignor’s right, title, interest, burdens and obligations under the H.S. Agreement.

ASSIGNMENT AND ASSUMPTION

NOW, THEREFORE, Assignor and Assignee hereby agree as follows:

1. Effective as of the Effective Date, Assignor hereby assigns to Assignee all of the rights, title, interest, of Assignor under the H.S. Agreement solely with respect to and as related to the Assigned Property, arising from and after the Effective Date and expressly excluding any prior breach or default by Assignor thereunder and any Excluded Property (as defined in the Purchase Agreement) (the “**Assigned Rights and Obligations**”). As between Assignor and Assignee, Assignor retains all the rights, title, interest, burdens and obligations under the H.S. Agreement not included in the Assigned Rights and Obligations.
2. Effective as of the Effective Date, Assignee hereby assumes all of the Assigned Rights and Obligations and agrees to observe and fully perform all the duties and obligations of Assignor under the H.S. Agreement included within the Assigned Rights and Obligations and to be subject to all the terms and conditions thereof with respect to the Assigned Property. The parties intend that, upon the Assignment Date, Assignee shall become substituted for Assignor as the “Developer” under the H.S. Agreement with respect to the Assigned Property to the extent expressly provided for in this Assignment.
3. Assignor hereby agrees to protect, indemnify, defend and hold Assignee, its officers, directors, shareholders, members, affiliates, employees, successors and assigns, harmless from and against any and all claims, demands, damages, actions, causes of action, losses, judgments, liabilities, costs and expenses (including, without limitation, attorneys' fees, disbursements and court costs incurred as a result of such claims or in enforcing this indemnity provision) (collectively, “**Claims**”) arising out of or related to any breach of or default under the H.S. Agreement with respect to the Assigned Rights and Obligations first arising prior to the Effective Date. Assignee hereby agrees to protect, indemnify, defend and hold Assignor, its officers, directors, shareholders, members, affiliates, employees, successors and assigns, harmless from and against any and all Claims arising out of or related to any breach of or default under the H.S. Agreement with respect to the Assigned Rights and Obligations first arising on or after the Effective Date.
4. All of the covenants, terms and conditions set forth herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns.
5. The Notice Address described in Section 9 of the H.S. Agreement for the “Developer” with respect to the Assigned Property shall be:

City of Roseville

Attention:

With a copy to:

City of Roseville

Attention:

6. This Assignment may be executed in one or more counterparts. All counterparts so executed shall constitute one contract, binding on all parties, even though all parties are not signatory to the same counterpart.

7. Assignor and Assignee each agree to perform such further acts and to execute and deliver such additional agreements and instruments as the other may reasonably require to consummate, evidence or confirm the assignment contained herein in the manner contemplated hereby.

[Remainder of page intentionally left blank]
[Signature page(s) follow]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the Effective Date.

ASSIGNOR:

WEST ROSEVILLE, LLC,
a California limited liability company

By: _____
Name: _____
Title: _____

ASSIGNEE:

CITY OF ROSEVILLE,
a municipal corporation

By: _____
DOMINICK CASEY
City Manager

ATTEST:

By: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

By: _____
MICHELLE SHEIDENBERGER
City Attorney

[Insert Notary Blocks Prior to Execution]

Exhibit A

Legal Description of Assigned Property

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA,
COUNTY OF PLACER, CITY OF ROSEVILLE, AND IS DESCRIBED AS FOLLOWS:

APN: _____

SCHEDULE 4.2.6

CBCF AGREEMENT ASSIGNMENT

WHEN RECORDED,
RETURN TO:

ASSIGNMENT AND ASSUMPTION AGREEMENT
RELATIVE TO THE
COMMUNITY BENEFIT CONVEYANCE FEE AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT RELATIVE TO THE COMMUNITY BENEFIT CONVEYANCE FEE AGREEMENT (this “**Assignment**”) is entered into this ____ day of _____, 2022 (the “**Effective Date**”), by and between WEST ROSEVILLE, LLC, a California limited liability company (“**Assignor**”), and the CITY OF ROSEVILLE, a municipal corporation (“**Assignee**”).

RECITALS

A. On March 4, 2005, Roseville/Fiddymont Land Venture, the Placer Land Trust and 1600 Placer Investors, L.P. (“**1600 Placer**”) entered into that certain agreement entitled “Notice of Conveyance Fee and First Amended and Restated Community Benefit Conveyance Fee Agreement”, as amended from time to time (hereinafter, the “**CBCF Agreement**”). The CBCF Agreement was recorded on July 14, 2005 in the Official Records of Placer County, California as Document No. 2005-0091542, and affects property within the West Roseville Specific Plan Area.

B. On or about March 21, 2005, 1600 Placer conveyed the property commonly referred to as “Westpark” to PL Roseville, LP (“**PL Roseville**”). On or about December 31, 2009, PL Roseville conveyed a portion of the Westpark property to Assignor. Upon each conveyance, the rights and obligations under the CBCF Agreement with respect to and as related to the property conveyed were transferred therewith.

C. Assignor has conveyed to Assignee a portion of its property, more particularly identified and described in Exhibit A, attached hereto and incorporated herein by this reference (hereinafter the “**Assigned Property**”). The conveyance was pursuant to that certain Purchase and Sale Agreement and Escrow Instructions dated _____, 2021, as amended (the “**Purchase Agreement**”). Assignor desires to assign and Assignee desires to assume certain of Assignor’s right, title, interest, burdens and obligations under the CBCF Agreement.

ASSIGNMENT AND ASSUMPTION

NOW, THEREFORE, Assignor and Assignee hereby agree as follows:

1. Effective as of the Effective Date, Assignor hereby assigns to Assignee all of the rights, title, interest, burdens and obligations of Assignor under the CBCF Agreement solely with respect to and as related to the Assigned Property, arising from and after the Effective Date and expressly excluding (a) any prior breach or default by Assignor thereunder and (b) the Excluded Property (as defined in the Purchase Agreement) (the “**Assigned Rights and Obligations**”). As between Assignor and Assignee, Assignor retains all the rights, title, interest, burdens and obligations under the CBCF Agreement not included within the Assigned Rights and Obligations.

2. Effective as of the Effective Date, Assignee hereby assumes all of the Assigned Rights and Obligations and agrees to observe and fully perform all the duties and obligations of Assignor under the CBCF Agreement included within the Assigned Rights and Obligations and to be subject to all the terms and conditions thereof with respect to the Assigned Property. The parties intend that, upon Assignment Date, Assignee shall become substituted for Assignor as the “Developer” under the CBCF Agreement to the extent pertaining to the Assigned Property.

3. Assignor hereby agrees to protect, indemnify, defend and hold Assignee, its officers, directors, shareholders, members, affiliates, employees, successors and assigns, harmless from and against any and all claims, demands, damages, actions, causes of action, losses, judgments, liabilities, costs and expenses (including, without limitation, attorneys' fees, disbursements and court costs incurred as a result of such claims or in enforcing this indemnity provision) (collectively, “**Claims**”) arising out of or related to any breach of or default under the CBCF Agreement with respect to the Assigned Rights and Obligations first arising prior to the Effective Date. Assignee hereby agrees to protect, indemnify, defend and hold Assignor, its officers, directors, shareholders, members, affiliates, employees, successors and assigns, harmless from and against any and all Claims arising out of or related to any breach of or default under the CBCF Agreement with respect to the Assigned Rights and Obligations first arising on or after the Effective Date.

4. All of the covenants, terms and conditions set forth herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

5. The Notice Address described in Section 8.06 of the CBCF Agreement for the “Owner” with respect to the Assigned Property shall be:

City of Roseville

Attention:

With a copy to:

City of Roseville

Attention:

6. This Assignment may be executed in one or more counterparts. All counterparts so executed shall constitute one contract, binding on all parties, even though all parties are not signatory to the same counterpart.

7. Assignor and Assignee each agree to perform such further acts and to execute and deliver such additional agreements and instruments as the other may reasonably require to consummate, evidence or confirm the assignment contained herein in the manner contemplated hereby.

[Remainder of page intentionally left blank]
[Signature page(s) follow]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the Effective Date.

ASSIGNOR:

WEST ROSEVILLE, LLC,
a California limited liability company

By: _____
Name: _____
Title: _____

ASSIGNEE:

CITY OF ROSEVILLE,
a municipal corporation

By: _____
DOMINICK CASEY
City Manager

ATTEST:

By: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

By: _____
MICHELLE SHEIDENBERGER
City Attorney

[Insert Notary Blocks Prior to Execution]

Exhibit A

Legal Description of Assigned Property

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA,
COUNTY OF PLACER, CITY OF ROSEVILLE, AND IS DESCRIBED AS FOLLOWS:

APN: _____

Westbrook Blvd

Electric Energy Plant

Waste Water Treatment Plant

W-60A (City Owned)

PHILLIP RD

W-60B

Portion of Land Purchase

Electric Energy Plant

Waste Water Treatment Plant

W-60A (City Owned)

Portion of Land Purchase

W-60B

ORDINANCE NO. 6427

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2021-22
BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY
EFFECTIVE AS AN APPROPRIATION MEASURE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. The City of Roseville Annual Budget, Fiscal Year 2021-22, is hereby amended by transferring appropriations as listed on the attached budget adjustment for the purchase of 20 acres in West Roseville (Portion of Lot 25, W-60b, WRSP Phase 4).

SECTION 2. This ordinance is hereby declared to be an appropriation measure, immediately effective pursuant to the provisions of Section 5.03 of the Charter.

SECTION 3. The City Clerk is hereby authorized and directed to post a true copy of the foregoing ordinance in each of three (3) conspicuous locations in the City and she shall immediately after such posting enter in the ordinance book, under the record of the ordinance, a certificate under her hand stating the time and place of such publication by posting.

PASSED AND ADOPTED by the Council of the City of Roseville, this _____
day of _____, 2021, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT

REQUESTER NAME & TITLE: Tara Gee, Parks Planning & Development Superinte FISCAL YEAR: 2021-22
 PREPARER NAME & TITLE: Kathy Cullen, Management Analyst II COUNCIL DATE (if applicable): 12/1/21
 DEPARTMENT/DIVISION: Parks, Recreation & Libraries ORDINANCE: _____

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
1030	6501	84001	500221	5,227,200	Purchase of up to 20 acres in West Roseville from the Strategic Improvement fund
TOTAL				5,227,200	

REVENUES/TRANSFERS IN

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

NET ADJUSTMENT	5,227,200
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FUND BALANCE

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
1030				(5,227,200)	Strategic Improvement fund fund balance
TOTAL				(5,227,200)	

Justification for Budget Adjustment:

The Parks, Recreation & Libraries Department is requesting \$5,227,200 from the Strategic Improvement Fund for the purchase of up to 20 acres located at Lot 25, W-60b, WRSP Phase 4 in West Roseville. The City of Roseville currently owns the adjacent parcel (W-60a) north of the proposed 20 acre property. The proposed acquisition of the 20 acres will allow the City to develop a future sports complex, which is contemplated to include multiple long fields and be a regional draw for sporting events, resulting in added revenue to the City in the form of sales tax and Transient Occupancy Tax revenue.

REQUIRED APPROVALS:

 REQUESTING DEPARTMENT HEAD / DESIGNEE		11/16/2021 DATE		_____ BUDGET MANAGER / DESIGNEE		_____ DATE	
_____ CHIEF FINANCIAL OFFICER / DESIGNEE		_____ DATE		_____ CITY MANAGER / DESIGNEE		_____ DATE	
BUDGET DEPARTMENT USE ONLY:							
_____ POSTED BY		_____ DATE					

Revised: June 24, 2019



COUNCIL COMMUNICATION

CC #: 1822

File #: 0324 & 0214 & 0201-01

Title: Hazardous Materials Derailment Training Facility - Agreement and Budget Adjustment

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

Meeting Date: 12/1/2021

Item #: 8.2.

RECOMMENDATION TO COUNCIL

Staff recommends that Council adopt a resolution authorizing the City Manager to execute an Agreement with the California Governor's Office of Emergency Services (Cal OES) for development of the Hazardous Materials Derailment Training Facility and adopt an ordinance to approve a budget adjustment for the development of the Hazardous Materials Derailment Training Facility located at the Roseville Fire Department Training Center.

BACKGROUND

The Roseville Fire Department and Cal OES have worked together over the past 2 years to design and construct a regional hazardous materials derailment training facility at the Roseville Fire Department Training Center. This agreement and budget adjustment will allow for the continued development of the regional training site that will provide Cal OES Hazardous Materials Response Teams and local government first responders the opportunity to train and exercise in a realistic setting near one of the largest rail yards in the western United States.

FISCAL IMPACT

The contract with Cal OES will require an increase of \$450,000 in revenue to the Fire Department's FY2021-22 budget and an associated \$450,000 in expenses directly related to the continued development of the Hazardous Materials Derailment Training Facility located at the Roseville Fire Department Training Center. The recommended budget adjustment will result in no impact to the General Fund, and no City matching funds are required of the grant.

ENVIRONMENTAL REVIEW

The proposed project involves installation of minor structures accessory to an existing training facility. No protected resources are onsite, and the activity is categorically exempt from CEQA as

a Class 11 Exemption (State CEQA Guidelines Section 15311). The project also involves minor alterations to land which will not remove healthy, mature, scenic trees. This activity is categorically exempt from CEQA as Class 4 Exemption (State CEQA Guidelines Section 15304). The Notice of Exemption has been prepared and no further CEQA action is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal A - Remain fiscally responsible in a changing world

Goal C - Maintain a safe and healthy community

Respectfully Submitted,

Jason Rizzi, Fire Division Chief

Rick Bartee, Fire Chief



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 21-471

Ordinance 6428

Budget Adjustment

RESOLUTION NO. 21-471

APPROVING AN AGREEMENT, BY AND BETWEEN THE CALIFORNIA GOVERNOR'S
OFFICE OF EMERGENCY SERVICES AND THE CITY OF ROSEVILLE, AND
AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF
THE CITY OF ROSEVILLE

WHEREAS, a State of California – Department of General Services, Standard Agreement #A211006738, for Roseville Derailment Training Facility Regional Hazardous Materials Response, by and between the California Governor's Office of Emergency Services (Cal OES) and the City of Roseville, has been reviewed by the City Council; and

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

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2021, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

ORDINANCE NO. 6428

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2021-22
BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY
EFFECTIVE AS AN APPROPRIATION MEASURE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. The City of Roseville Annual Budget, Fiscal Year 2021-22, is hereby amended as listed on the attached budget adjustment to construct a regional hazardous materials derailment training facility at the Roseville Fire Department Training Center.

SECTION 2. This ordinance is hereby declared to be an appropriation measure, immediately effective pursuant to the provisions of Section 5.03 of the Charter.

SECTION 3. The City Clerk is hereby authorized and directed to post a true copy of the foregoing ordinance in each of three (3) conspicuous locations in the City and she shall immediately after such posting enter in the ordinance book, under the record of the ordinance, a certificate under her hand stating the time and place of such publication by posting.

PASSED AND ADOPTED by the Council of the City of Roseville, this _____
day of _____, 2021, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT

REQUESTER NAME & TITLE: Katrina Rostam, Management Analyst II FISCAL YEAR: 2021-2022
 PREPARER NAME & TITLE: Katrina Rostam, Management Analyst II COUNCIL DATE (if applicable): 11/3/21
 DEPARTMENT/DIVISION: Fire Department - Fire Training ORDINANCE: _____

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
1001	6587	84001	700034	450,000	Capital Outlay - CIP Projects
TOTAL				450,000	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
1001	4410	84001	700034	450,000	State Grant
TOTAL				450,000	

NET ADJUSTMENT	-
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FUND BALANCE

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

Justification for Budget Adjustment:

The Fire Department has been awarded a \$450,000 grant to expand the Roseville Fire Derailment Training Center (Project 700034) by the California Office of Emergency Services (CalOES). The department is requesting a \$450,000 budget adjustment in revenue and \$450,000 in appropriations which will be used for equipment, supplies and services related to the facility.

REQUIRED APPROVALS:

 REQUESTING DEPARTMENT HEAD / DESIGNEE		10/18/2021 DATE	_____ BUDGET MANAGER / DESIGNEE		_____ DATE
_____ CHIEF FINANCIAL OFFICER / DESIGNEE		_____ DATE	_____ CITY MANAGER / DESIGNEE		_____ DATE
BUDGET DEPARTMENT USE ONLY:					
_____ POSTED BY		_____ DATE			

Revised: June 24, 2019