City Council Chambers, 311 Vernon Street roseville.ca.gov

The City of Roseville welcomes your participation.

Meeting Schedule: Regular meetings of the City Council are held on the first and third Wednesday of each month at 6:00 p.m.

Public Comment - Non-Agenda Items: A total of 25 minutes is allotted for public comments. Each speaker has three (3) minutes to address the Mayor on issues not on the agenda and within the City's jurisdiction. Please submit a yellow speaker card to the City Clerk before the item is heard. You will still have an opportunity to comment if you haven't filled out a yellow speaker card. Under the Brown Act, the City Council cannot discuss or act on items not listed on the agenda.

Public Comment - Agenda Items: Speakers have three (3) minutes on regular agenda items and five (5) minutes on public hearing items. Emailed comments will be made part of the permanent record.
Email **cityclerk@roseville.ca.gov** no later than 4:00 p.m. the day of the meeting with Public Comment in the subject line.

Americans with Disabilities Act/Interpreters: If special assistance is required to participate in a meeting, including the need of auxiliary aids or services or assistance with interpreter services, please notify the City Clerk at least 72 hours in advance of the meeting.
City Clerk 311 Vernon Street cityclerk@roseville.ca.gov 916-774-5263 TDD: 916-774-5220

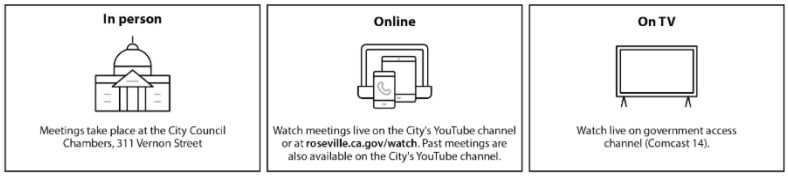
Security Measures: All attendees must pass through a metal detector. Prohibited items – including firearms (even with valid CCW), knives, pepper spray/mace, explosives, weapons, dangerous devices of any kind, illegal drugs, and alcohol – are not allowed.

Viewing Options: In addition to the viewing options below, **audio/visual** comments can be made via:
Teams.

Meeting ID: **223 741 685 370 862**
Passcode: **hH7xa3QA**
Click: Continue on this browser
Click: Join now
Attendees will enter the meeting muted and with no camera accessibility. Once attendee is recognized to speak, attendee will have the microphone enabled and has the option to enable their camera.

Teams participation by telephone **(audio only)**
1. Dial **(213) 282-6642**
2. Conference ID: **253 584 545#**
3. To make a public comment, dial ***5** to "raise your hand"

To unmute yourself dial ***6**



Krista Bernasconi, Mayor
Karen Alvord, Vice Mayor
Bruce Houdesheldt, Councilmember
Tracy Mendonsa, Councilmember
Pauline Roccucci, Councilmember
Dominick Casey, City Manager
Michelle Sheidenberger, City Attorney
Carmen Avalos, City Clerk

AGENDA

City Council Regular Meeting
August 19, 2026
6:00 PM
City Council Chambers, 311 Vernon Street

I. CALL TO ORDER

II. ROLL CALL

III. PLEDGE OF ALLEGIANCE

IV. MEETING PROCEDURES

V. PUBLIC COMMENTS

This is an opportunity to make a public comment on non-agenda items.

VI. CONSENT CALENDAR

1. Transit Advertising Services - Agreement (PUBLIC WORKS DEPARTMENT - TRANSPORTATION)

Summary: Staff recommends approval of an agreement with Iron Horse Media, LLC for advertising on Roseville Transit buses effective October 1, 2026, through September 30, 2031. At the City's sole discretion, the contract may include up to two (2) additional one-year option terms. The proposed agreement would guarantee Roseville Transit a minimum of $160,000 in annual revenue in the Transit Fund for the first year and subsequent increases to the minimum guarantee each of the following years.

CONTACT: Ed Scofield 916-774-5449 ecscofield@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Resolution No. 26-309 approving an agreement, by and between the City of Roseville and Iron Horse Media, LLC, and authorizing the City Manager to execute it on behalf of the City of Roseville.

2. Sacramento Regional Transit District Transfer Agreement Amendment (PUBLIC WORKS DEPARTMENT - TRANSPORTATION)

Summary: Staff recommends approval of an amendment to the Bus Transfer Agreement with Sacramento Regional Transit to allow future Rapid Link buses to provide service to the Watt/I-80 light rail station. There is no fiscal impact with this amendment.

CONTACT: Ed Scofield 916-774-5449 ecscofield@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Resolution No. 26-313 approving a first amendment to transfer agreement, by and between the City of Roseville and Sacramento Regional Transit District, and authorizing the City Manager to execute it on behalf of the City of Roseville.

3. The Association of California Water Agencies' Vision for Our Water Future - Resolution of Support (ENVIRONMENTAL UTILITIES DEPARTMENT - STRATEGIC AFFAIRS DIVISION)

Summary: Staff recommends approval of a resolution in support of The Association of California Water Agencies' Vision for Our Water Future. The Association of California Water Agencies' Vision for Our Water Future Resolution is a statewide initiative that brings together water leaders and business organizations to elevate water as a top priority for California's next Administration through a unified agenda for safe, reliable and affordable water. There is no fiscal impact to the City.

CONTACT: Sarah Starr 916-774-5767 sastarr@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Resolution No. 26-310 supporting the vision for our water future.

4. Dry Creek Wastewater Treatment Plant Vactor Washout Station - Budget Adjustment (ENVIRONMENTAL UTILITIES DEPARTMENT - WASTEWATER)

Summary: Staff recommends approval of a budget adjustment for the existing Dry Creek Wastewater Treatment Plant Vactor Washout Station Project in the amount of $703,030 using available resources in the Water Rehabilitation Fund and Wastewater Rehabilitation Fund. The additional requested funds will be used to complete the project by improving the soil disposal area at the vactor station.

CONTACT: Kyle Drury kjdrury@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Ordinance No. 7097 authorizing certain amendments to the fiscal year 2026-27 budget and declaring this ordinance to be immediately effective as an appropriation measure.

5. Environmental Utilities Asset Management Program Roadmap – Professional Services Agreement (ENVIRONMENTAL UTILITIES DEPARTMENT - WASTEWATER)

Summary: Staff recommends approval of a professional services agreement with Brown and Caldwell to provide a review and evaluation of the Environmental Utilities Department's existing

Asset Management Program and to create a roadmap for future improvements in the amount of $289,885. Funding for this agreement is provided by the Environmental Utilities Asset Management Plan Project using funds from the Wastewater Regional Rehabilitation Fund and the Water Rehabilitation Fund.

CONTACT: Trent Johnson 916-746-1837 trentjohnson@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Resolution No. 26-311 approving an agreement, by and between the City of Roseville and Brown and Caldwell, and authorizing the City Manager to execute it on behalf of the City of Roseville.

6. 2025 Power Source Disclosure Reports (ELECTRIC DEPARTMENT - RESOURCE PLANNING & GENERATION)

Summary: Staff recommends approval of the 2025 Power Source Disclosure Reports to meet Roseville Electric's Senate Bill 1305 compliance obligation to measure and report the electric utility's 2025 power supply sources to our customers and the State of California. There is no fiscal impact associated with the approval of the 2025 Power Source Disclosure Reports.

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

The City Council will consider the recommendation to:

a. Adopt Resolution No. 26-312 approving the 2025 Annual Power Source Disclosure Reposts, and attesting to the veracity of the annual reports.

7. Scaffolding Services - Contract Purchase Agreements (ELECTRIC DEPARTMENT - RESOURCE PLANNING & GENERATION)

Summary: Staff recommends approval of five-year contract purchase agreements with Unique Scaffold (Unique) in the amount of $1,250,000 and with J. T. Thorpe & Son, Inc. (J.T. Thorpe) in the amount of $750,000 to provide as-needed scaffolding services at Roseville's power generation facilities. Funding for the first year of the agreements, in the amounts of $250,000 for Unique and $150,000 for J.T. Thorpe, is included in the Electric Department's FY2026-27 budget in the Electric Fund. Future funding is subject to the City Council's approval of the respective budgets.

CONTACT: Nathan Ribordy, Steve Hancock 916-746-1673, 916-774-5631 nribordy@roseville.ca.us, sjhancock@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Resolution No. 26-314 approving a contract purchase agreement, by and between the City of Roseville and Unique Scaffold, and authorizing the City Manager to execute it on behalf of the City of Roseville; and

b. Adopt Resolution No. 26-315 approving a contract purchase agreement, by and between the

City of Roseville and J. T. Thorpe & Son, Inc., and authorizing the City Manager to execute it on behalf of the City of Roseville.

8. 15kV Metal-Clad Switchgear (RFQ 10-3445) - Contract Purchase Agreement (FINANCE DEPARTMENT - PURCHASING)

Summary: Staff recommends approval of a contract purchase agreement with Crown Technical Systems, LLC as the lowest responsive and responsible bidder for Request for Quotations 10-3445, to provide labor, materials, delivery and installation of 15kV Metal-Clad Switchgear at the Holt Substation, and authorize the City Manager to execute the agreement on the City's behalf. Additionally, staff recommends that the City Council approve a project contingency in an amount not to exceed 5% of the contract value, for a total authorized amount not to exceed $3,041,519.94, and authorize the City Manager or designee to approve change orders within the approved contingency. Adequate funding has been appropriated for the Holt Substation capital improvement project in the Electric Fund.

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

The City Council will consider the recommendation to:

a. Adopt Resolution No. 26-318 approving a contract purchase agreement, by and between the City of Roseville and Crown Technical Systems, LLC, and authorizing the City Manager to execute it on behalf of the City of Roseville.

9. Annual Audit Report for the Fiscal Year ended June 30, 2025 - Transportation Development Act Funds (FINANCE DEPARTMENT)

Summary: Staff recommends that the City Council receive the Transportation Development Act funds informational financial report and related management letter for the fiscal year ended June 30, 2025. There is no fiscal impact to the General Fund associated with this recommendation.

CONTACT: Teri Quinlan 916-774-5316 tquinlan@roseville.ca.us

The City Council will consider the recommendation to:

a. This is an informational item and requires no City Council action.

10. Resolution of Intention to Form Villages West Community Facilities District No. 1 (Public Facilities) (FINANCE DEPARTMENT)

Summary: Staff recommends that the City Council rescind Resolutions 26-286 and 26-287 and approve two resolutions, one to form a Community Facilities District, designate an improvement area therein, establish a future annexation area, provide for additional future improvement areas therein, and authorize the levy of a special tax therein to finance public facilities and public services in and for such Community Facilities District and a resolution of Intention to incur bonded indebtedness to finance the acquisition and construction of certain facilities in and for the City of Roseville Villages West Community Facilities District No. 1 (Public Facilities) and improvement areas therein. Staff also recommends Council set a meeting date of October 7,

2026, at 6 p.m., in the Roseville Civic Center, Council Chambers at 311 Vernon Street, Roseville, California, as the time and place to conduct a public hearing.

CONTACT: Jeannine Thrash 916-774-5473 jthrash@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Resolution No. 26-319, a Resolution of Intention of the City Council of the City of Roseville to form a Community Facilities District, designate an improvement area therein, establish a future annexation area, provide for additional future improvement areas therein, and authorize the levy of a special tax therein to finance public facilities and public services in and for such Community Facilities District; and

b. Adopt Resolution No. 26-320, a Resolution of the City Council of the City of Roseville of Intention to incur bonded indebtedness to finance the acquisition and construction of certain facilities in and for the City of Roseville Villages West Community Facilities District No. 1 (Public Facilities) and improvement areas therein.

11. Second Reading - Roseville Municipal Code Addition - Administrative Remedies Procedure for Challenges to Fees, Charges, and Assessments (ENVIRONMENTAL UTILITIES DEPARTMENT)

Summary: Staff recommends that the City Council approve an ordinance for second reading adding Chapter 14.05 of Title 14 of the Roseville Municipal Code regarding administrative remedies procedures for challenges to property-related fees, charges, and assessments.

CONTACT: Archana Wagley, My Tien Doan 916-746-1704, 916-774-5472 aswagley@roseville.ca.us, mtdoan@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Ordinance No. 7096 adding Chapter 14.05 of Title 14 of the Roseville Municipal Code regarding administrative remedies procedure for challenges to fees, charges, and assessments.

12. Second Reading - Water and Local Wastewater Connection Fees, Solid Waste Impact Fee, and Non-Exclusive Franchise Hauler Permit Fee Adjustments - Roseville Municipal Code Update (ENVIRONMENTAL UTILITIES DEPARTMENT)

Summary: Staff recommends adopting an ordinance for second reading amending Section 9.12.100 of Chapter 9.12 of Title 9 of the Roseville Municipal Code regarding Health and Safety – Solid waste impact fee, Section 9.17.040 of Chapter 9.17 of Title 9 of the Roseville Municipal Code regarding Franchise term and franchise fee, Sections 14.08.025 and 14.08.026 of Chapter 14.08 of Title 14 of the Roseville Municipal Code regarding Water connection and Standard connection fees, and Section 14.16.060 of Chapter 14.16 of Title 14 of the Roseville Municipal Code regarding Local sewer connection fee.

CONTACT: Archana Wagley 916-746-1704 aswagley@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Ordinance No. 7095 amending Section 9.12.100 of Chapter 9.12 of Title 9 of the Roseville Municipal Code regarding health and safety – solid waste impact fee, Section 9.17.040 of Chapter 9.17 of Title 9 of the Roseville Municipal Code regarding franchise term and franchise fee, Sections 14.08.025 and 14.08.026 of Chapter 14.08 of Title 14 of the Roseville Municipal Code regarding water connection and standard connection fees, and Section 14.16.060 of Chapter 14.16 of Title 14 of the Roseville Municipal Code regarding local sewer connection fee.

13. Council Discretionary Funds - Budget Adjustment (CITY MANAGER DEPARTMENT - CITY MANAGER)

Summary: Staff recommends approval of a budget adjustment in the amount of $2,522 to carry forward unappropriated FY2025-26 Discretionary Funds for use in FY2026-27.

CONTACT: Amy Ruiz 916-746-1362 aruiz@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Ordinance No. 7098 authorizing certain amendments to the fiscal year 2026-27 budget and declaring this ordinance to be immediately effective as an appropriation measure.

14. Minutes of Prior Meetings (CITY CLERK DEPARTMENT)

Summary: Staff recommends approval of the minutes of the August 5, 2026 City Council Meeting.

CONTACT: Arleta Wagenhals 916-774-5200 amswagenhals@roseville.ca.us

The City Council will consider the recommendation to:

a. Approve minutes of the August 5, 2026 City Council Meeting.

END OF CONSENT CALENDAR

VII. PRESENTATIONS/REPORTS

15. Fiddyment Homestead Vision Plan (PARKS, RECREATION, AND LIBRARIES DEPARTMENT - PARK DEVELOPMENT)

Summary: Staff recommends approval of the Fiddyment Homestead Vision Plan. Funding for phased improvements has yet to be identified. The completion of the Vision Plan allows for the opportunity to seek grants related to projects with historical significance. The completion of the Plan also allows for fundraising efforts with partners such as the Roseville Historical Society and others.

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

The City Council will consider the recommendation to:

a. Adopt Resolution No. 26-316 approving the Fiddyment Homestead Vision Plan.

16. Unscheduled Vacancy Appointment - Transportation Commission (CITY CLERK DEPARTMENT)

Summary: Staff recommends Council appoint one (1) individual to the Transportation Commission to a term expiring December 31, 2028, from the applications received from Jennifer Chapman, Lance Hibben, Ti Nguyen, and Esme Reyna.

CONTACT: Katrina Six 916-774-5267 kmsix@roseville.ca.us

The City Council will consider the recommendation to:

a. Appoint one (1) individual to the Transportation Commission to a term expiring December 31, 2028, from the applications received from Jennifer Chapman, Lance Hibben, Ti Nguyen, and Esme Reyna.

VIII. STAFF/COUNCIL REPORTS

IX. ADJOURNMENT

City Council Communication

Meeting Date: 8/19/2026
Item #: VI.1
File #: 0721
Item ID: 2026-561

Title:	Transit Advertising Services - Agreement
Contact:	Ed Scofield 916-774-5449 ecscofield@roseville.ca.us

SUMMARY

Staff recommends approval of an agreement with Iron Horse Media, LLC for advertising on Roseville Transit buses effective October 1, 2026, through September 30, 2031. At the City's sole discretion, the contract may include up to two (2) additional one-year option terms. The proposed agreement would guarantee Roseville Transit a minimum of $160,000 in annual revenue in the Transit Fund for the first year and subsequent increases to the minimum guarantee each of the following years.

RECOMMENDATION

Staff recommends that the City Council adopt a resolution approving the Agreement for Transit Advertising Services with Iron Horse Media, LLC for advertising on Roseville Transit buses, and authorizing the City Manager to execute the agreement on behalf of the City of Roseville. Additionally, staff requests authority for the City Manager or his designee to execute two (2) additional one (1) year renewals without further City Council approval unless City staff determines that continuing with the same vendor is not in the City's best interest.

BACKGROUND

Since 2012, Iron Horse Media, LLC has managed and operated the sale of advertising on the exterior of Roseville Transit buses. The current agreement between the City and Iron Horse Media, LLC began on October 1, 2019, and ends on September 30, 2026. The current agreement has a guaranteed annual minimum payment to Roseville in the amount of $121,500 or 40% of the total yearly advertising revenue, whichever is greater.

Advertising revenue contributes to Roseville Transit's farebox recovery ratio (FRR). Without the advertising revenues, additional Transportation Development Act (TDA) funding would be needed for transit operations and would not be available for other transportation uses such as bikeway projects or road resurfacing.

Proposed New Agreement:

The City released a Request for Proposals for advertising services on March 25, 2026, and received four proposals. Those proposals were from Iron Horse Media, Clear Channel, Zenith Billboards and Lamar Transit. Following independent reviews from each review panel member of the technical and pricing proposals, it was determined that there was a clear separation in scoring from the top two proposals compared to the bottom two proposals. Based on the final scoring from the panel, the two highest scoring proposals, Iron Horse Media and Clear Channel, were invited to provide their Best and Final Offer (BAFO) for pricing on June 11, 2026. Following receipt and review of BAFOs from the two remaining proposers, staff ranked the proposal from Iron Horse Media as the most responsive to the defined criteria.

This proposed agreement with Iron Horse Media would be effective October 1, 2026, through September 30, 2031. At the City's sole discretion, the contract may include up to two (2) additional one-year option terms. The following table outlines the guaranteed advertising revenue amounts by contract year. If Iron Horse Media generates more than the guaranteed minimum revenue, the City of Roseville receives the greater of either the guaranteed dollar amount or the percentage rate of gross sales, which in this case is 50%.

	Guaranteed Minimum	Percentage Rate
Year 1	$160,000	50%
Year 2	$164,800	50%
Year 3	$169,744	50%
Year 4	$174,836	50%
Year 5	$180,081	50%
Optional Year 6	$185,484	50%
Optional Year 7	$191,048	50%

In addition to the revenue received from advertising, this program will continue to allow various City departments to advertise services and public safety messages. Recent examples include Summer Youth Bus Pass, Game Day Express, and other important community messages. There is a provision in the contract that guarantees space for City messages. Also, the content is reviewed by City staff to ensure it complies with the City's advertising policy.

FISCAL IMPACT

The proposed agreement would guarantee Roseville Transit a minimum of $160,000 in annual revenue in the Transit Fund for the first year and subsequent increases to the minimum guarantee each of the following years. If Iron Horse Media, LLC generates more than the minimum, the City of Roseville would receive whichever is greater of the minimum guaranteed amount or 50% of the yearly revenue.

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 Transit Advertising Services Agreement meets the above criteria and is not subject to CEQA. No additional environmental review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

2. Remain fiscally responsible in a changing world
5. Support community engagement and advocacy

Respectfully Submitted,
Ed Scofield, Alternative Transportation Planner

Jason Shykowski, Public Works Director

ATTACHMENTS:
1. Resolution 26-309
2. Agreement

REVIEWERS:

Ed Scofield, Public Works Department - Transportation	Created/Initiated - 7/23/2026
Ed Scofield, Public Works Department - Transportation	Approved - 7/23/2026
Jason Shykowski, Public Works Department - All	Approved - 7/24/2026
Kelly Aye, City Attorney Department	Approved - 8/3/2026
Katrina Six, City Clerk Department	Approved - 8/4/2026
Ryan DeVore, City Manager Department - Assistant City Manager	Approved - 8/4/2026
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 8/6/2026
Michelle Sheidenberger, City Attorney Department	Approved - 8/6/2026
Dominick Casey, City Manager Department - City Manager	Approved - 8/7/2026
Katrina Six, City Clerk Department	Final Approval - 8/10/2026

RESOLUTION NO. 26-309

APPROVING AN AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND IRON HORSE MEDIA, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, an Agreement for Transit Advertising Services for advertising on Roseville Transit buses, by and between the City of Roseville and Iron Horse Media, LLC, has been reviewed by the City Council; and

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

BE IT FURTHER RESOLVED, that the City Manager or his designee is authorized to execute two (2) additional one (1) year renewals without further City Council approval, provided that the applicable budget is approved by the City Council, or until staff determines that continuing with this consultant is not in the best interest of the City.

PASSED AND ADOPTED by the Council of the City of Roseville this ___ day of _____, 2026, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

AGREEMENT FOR TRANSIT ADVERTISING SERVICES

THIS AGREEMENT is made and entered into this day of_____, 2026, by and between the City of Roseville, a municipal corporation ("CITY"), and Iron Horse Media, LLC, a California limited liability company ("CONTRACTOR"); and

W I T N E S S E T H:

WHEREAS, CITY desires professional services consisting of transit vehicle advertising services; and

WHEREAS, CITY issued Request for Proposals No. 15-129 (Fleet Advertising Program), and CONTRACTOR submitted a proposal and a Best and Final Offer, which together describe the scope of work to be performed by CONTRACTOR and the advertising revenue to be paid to CITY; and

WHEREAS, CONTRACTOR is qualified and experienced to provide professional services related to transit vehicle advertising services;

NOW, THEREFORE, the parties agree as follows:

1. Contract Documents. Each and every term, condition, and provision of the Contract Documents is incorporated herein by reference as though set forth in full. The Contract Documents shall consist of each and every one of the documents hereinafter enumerated, and any conflict or discrepancy among any of the documents shall be resolved in accordance with the order of precedence hereinafter enumerated:

FIRST: This Writing.

SECOND: Scope of Services (EXHIBIT "A")

THIRD: Policy Pertaining to Advertising on or in Roseville Transit Vehicles, Facilities, Guides, and Maps (EXHIBIT "B")

FOURTH: Federal Requirements (EXHIBIT "C")

FIFTH: CONTRACTOR's Proposal, including CONTRACTOR's Best and Final Offer (EXHIBIT "D")

2. Effective Date/Term. This Agreement shall be effective October 1, 2026, and shall continue for five (5) years, expiring on September 30, 2031, unless it is sooner terminated as provided in the Contract Documents. A "Contract Year" shall mean the twelve calendar- month period beginning on October 1st and concluding on September 30th of each year during the term of this Agreement. CONTRACTOR shall not commence work without written authorization from CITY. Prior to expiration of this Agreement, CITY may, in its sole discretion, extend the term of this Agreement for up to two (2) additional periods of one (1) year each (October 1, 2031 through September 30, 2032, and October 1, 2032 through September 30, 2033), by execution of a written amendment to the Contract Documents. Extension is not automatic and may be conditioned on satisfactory performance and City Council authorization.

3. Grant of Rights and Privileges to Contractor. Subject to the rights, terms and limitations contained in the Contract Documents, CITY hereby grants CONTRACTOR the exclusive right to:

3.1 Sell, supply, install and maintain commercial advertising copy on the exterior (back, left and right sides, and including the front bike rack ad space for buses containing such bike racks) of CITY transit vehicles, and interior card advertising space as

provided in Section 15, as more particularly described in the Scope of Services, attached hereto as EXHIBIT "A," and to collect revenue from such commercial advertising. The transit vehicles to be provided by the CITY to CONTRACTOR must be those scheduled for regular use by CITY to service transit routes within CITY's transit system. If a transit vehicle is taken out of service, whether for repairs or permanent retirement, and is replaced by another transit vehicle, CITY shall make the replacement transit vehicle available to CONTRACTOR. If the CITY does not replace the transit vehicle that is taken out of service, then the Annual Fee shall be reduced as provided in Sections 4.2 and 4.3.

3.2 Subject to the terms, conditions, exceptions, and limitations set forth in the Contract Documents, CITY reserves the right to permit CONTRACTOR to place advertising on additional CITY transit vehicles obtained by CITY during the term of the Contract Documents. However, CITY is under no obligation to include the additional transit vehicles under the Contract Documents; provided, however, CITY may not sell or install, nor allow any third-party to sell or install commercial advertising copy on any CITY transit vehicles during the term of this Agreement except as otherwise provided in Section 16.

4. Compensation.

4.1 In accordance with the terms and conditions of the Contract Documents, CONTRACTOR shall pay to CITY each Contract Year, as and when hereinafter set forth, the greater of: (i) the Minimum Annual Guaranteed Fee ("Annual Fee") amount set forth in the table, below; or (ii) the Annual Percentage Fee ("Percentage Fee") calculated using the applicable percentage rate set forth in the table, below. The amount of the Percentage Fee due for each Contract Year is the dollar amount by which the applicable percent (specified in the table) of Gross Sales received during a Contract Year exceeds the amount of the Annual Fee paid to CITY during that Contract Year, or portion

thereof, during the term of this Agreement. As used herein, “Gross Sales” means all billings for advertising space sold on CITY assets, before taxes. Gross Sales shall exclude sales and use taxes and CITY-approved, itemized pass-through production, installation, and removal charges shown separately on advertiser invoices. The definition of Gross Sales is fixed as stated herein and shall not be subject to modification. The Annual Fee amounts set forth in the table above are fixed for each Contract Year as stated and are not subject to index-based or other escalation adjustment.

	Annual Fee	**Percentage Rate**
Year 1	$160,000	50%
Year 2	$164,800	50%
Year 3	$169,744	50%
Year 4	$174,836	50%
Year 5	$180,081	50%
Optional Year 6	$185,484	50%
Optional Year 7	$191,048	50%

4.2 For temporary unavailability of individual vehicles, CONTRACTOR may reduce the final compensation due CITY each year based upon fleet availability using a formula derived by the total weeks of advertising available during the calendar year, the total number of fleet vehicles available at the start of each year of the contract, and the total number of weeks a single fleet vehicle used for advertising is unavailable for seven (7) consecutive days. The formula will be similar to the following: Total weeks in a calendar year (52) multiplied by the total number of fleet vehicles available for advertising = total weeks of advertising. This Section 4.2 applies only to temporary vehicle unavailability and does not apply to changes addressed by Section 4.3.

4.3 If the ad-eligible inventory materially and continuingly increases or decreases (including through fleet expansion, contraction, or reconfiguration), the parties shall adjust the Annual Fee pro-rata for the affected period based on the relative value of the impacted placements, using the advertising inventory described in the Scope of Services (EXHIBIT "A") as the reference. Any such adjustment shall be documented in writing. If both Section 4.2 and this Section 4.3 could apply to the same circumstance, this Section 4.3 shall control, and no circumstance shall result in an adjustment under both Sections.

4.4 Upon mutual written acknowledgement that extraordinary circumstances (including, without limitation, declared emergencies or government-ordered service suspensions) prevent advertising placements for an extended period or materially reduce ad-eligible inventory, the parties may temporarily convert compensation to a percentage-of-Gross-Sales basis only. The Annual Fee will resume upon normalization of conditions as agreed in writing.

5. Method of Payment; Reporting.

5.1 On or before the 20th day of each month during the term of this Agreement, CONTRACTOR shall remit to CITY, in a form reasonably acceptable to CITY, detailing the amount of CONTRACTOR's Gross Sales for the preceding month. The monthly statement may include: (i) a sales statement showing gross billings, agency commissions, taxes, and the calculation of the Percentage Fee accrual; (ii) an active-inventory report identifying unit, product, advertiser, contract, flight dates, rate, and adjustments; (iii) a report of upcoming advertising contracts covering the following sixty (60) days; (iv) accounts receivable aging notes; and (v) a posting report with geotagged photographs of new postings and changes. Monthly statements shall be submitted to the Finance Director, with a copy to the CITY's Alternative Transportation Manager.

5.2 On or before each January 20th, April 20th, July 20th, and October 20th of each

Contract Year during the term, CONTRACTOR shall, in addition to the monthly statement required by Section 5.1, above, (i) provide CITY with a quarterly statement, in a form reasonably acceptable to CITY, detailing the amount of Gross Sales for the preceding three-month period, and (ii) pay CITY 25% of the amount of the Annual Fee due for the applicable Contract Year. CONTRACTOR shall provide CITY with a quarterly sales- activity report that may describe prospects, opportunities, wins and losses, and sales pipeline by advertising format.

5.3 On or before October 20th following each Contract Year, in addition to the monthly statements required by Section 5.1, and the quarterly statement and quarterly payment required by Section 5.2, CONTRACTOR shall submit a true, complete and accurate statement, signed by an officer of CONTRACTOR certifying the accuracy of the reported revenues and payments, detailing the amount of Gross Sales for the entire foregoing Contract Year and calculating the amount of Percentage Fee, if any due for that Contract Year. If the amount of the Percentage Fee due for a Contract Year is greater than the amount of the Annual Fee due for such Contract Year, CONTRACTOR shall pay CITY the amount by which the Percentage Fee that is due, exceeds the amount of Annual Fee paid by CONTRACTOR for such Contract Year. If this Agreement is terminated on a day other than the last day of a Contract Year, the amount of the Annual Fee due for such Contract Year in which this Agreement was terminated shall be appropriately prorated.

5.4 CONTRACTOR shall provide upon written request, in a form reasonably acceptable to CITY and at no cost to CITY, a read-only web-based dashboard showing current placements, photographs, expirations, and receipts, with export capability for CITY staff.

5.5 Payments shall be made payable to the “City of Roseville” and shall be remitted to the Finance Director at 311 Vernon Street, Roseville, California 95678. Payments shall be clearly labeled as being remitted pursuant to the “Agreement for Transit Advertising Services.”

5.6 If any required payment is not received by CITY within fifteen (15) calendar days from the due date, then a late charge of five percent (5%) shall become due and shall be paid by CONTRACTOR. All past due balances shall additionally accrue interest at the rate of one and one-half percent (1.5%) interest per month until paid in full. CITY's right to receive interest on late payments is in addition to, and not in lieu of, CITY's right to terminate the Contract Documents for breach, or pursue any other available legal or equitable remedy. This provision shall survive the termination of this Agreement.

5.7 If CONTRACTOR fails to timely submit any required payment of the Annual Fee or Percentage Fee to CITY, and CONTRACTOR's failure to submit such payment continues after three (3) days' written notice of such failure from CITY, CITY has the right to cancel the Contract Documents for breach and pursue any other remedies available under the Contract Documents or at law.

5.8 Within thirty (30) days from the date of CITY's invoice therefor, CONTRACTOR must pay CITY for its actual costs to repair damage to transit vehicles caused by CONTRACTOR or CONTRACTOR's agents.

5.9 CONTRACTOR's payment obligations pursuant to this Section shall survive the expiration or other termination of this Agreement to the extent necessary for payment for obligations incurred during the term or any extension hereof.

6. Sale of Advertising. CONTRACTOR and its subsidiaries, must not sell more than 40% of the total aggregate space to one advertiser unless advertising space is available to meet the space requirements of all other advertisers.

7. Trade Contracts. CONTRACTOR must report to CITY all Trade Contracts that CONTRACTOR may enter into during this Agreement. CONTRACTOR will be obligated to

compensate CITY for such Trade Contracts which must be an amount equal to the value of the Trade Contract. In no event must the value of the Trade Contract be less than the average commercial advertising rate for CONTRACTOR's City advertising contracts during the term of the Trade Contract. If CONTRACTOR engages in unpaid self-promotion, an amount of "gross advertising revenue" approved by CITY shall be associated with it. For the purpose of determining payment to CITY, no "gross advertising revenue" will be associated with advertising placed on buses for the specific purpose of selling advertising on the exterior of the transit vehicles.

8. Advertising Content.

8.1 The lease of advertising space is specifically limited to commercial advertising only. CONTRACTOR shall comply with CITY's Policy Pertaining to Advertising on or in Roseville Transit Vehicles, Facilities, Guides, and Maps (the CITY's "Advertising Policy") which is attached hereto as EXHIBIT "B" and incorporated herein by this reference; provided, however, in no event shall the CITY enact a moratorium, as described in Section 8 of the Advertising Policy, during the term of this Agreement. CITY reserves the right to amend or restate its Advertising Policy to include other matters that are not presently prohibited. However, if CONTRACTOR demonstrates to the satisfaction of the CITY's Alternative Transportation Manager that such additional prohibition materially affects CONTRACTOR's Gross Sales, CITY will renegotiate the amount of the Annual Fee and execute an amendment to the Contract Documents setting forth the new Annual Fee.

8.2 CONTRACTOR shall provide for CITY's Public Affairs and Communications Department to review and approve all advertising content and copy for compliance with the Advertising Policy prior to installation by CONTRACTOR. CITY shall review and approve or disapprove the advertising content and copy in writing within fifteen (15) calendar days of receipt by the Public Affairs and Communications Department. If CITY fails to deliver an objection to the advertising content or copy within such fifteen (15) calendar day period after receipt, the content or copy will be deemed to comply with such Advertising Policy.

8.3 If a proposed advertisement contains non-English language or words or symbols, CONTRACTOR must obtain an interpretation of such communication from a qualified interpreter in order to determine if the advertisement is permitted under the Advertising Policy. CONTRACTOR must exercise its best efforts to encourage advertisers to use good taste in creating their displays. CONTRACTOR must immediately remove any advertisement that is not permitted under the Advertising Policy or fails to materially comply with any other provision hereof, and the cost of removing the advertisement will be at CONTRACTOR's sole expense.

8.4 CITY may direct the immediate removal or covering of any advertising that poses safety concerns or violates law, the Advertising Policy, or the Contract Documents, and CONTRACTOR shall comply promptly with any such direction.

9. Display Ad Requirements.

9.1 CONTRACTOR shall comply with the advertising requirements described in the Scope of Services ("Advertising Requirements"), attached hereto as EXHIBIT "A." CITY may, by written notice of the Alternative Transportation Manager or the Public Affairs and Communications Department, direct minor changes to ad-eligible placements, access windows, or the Advertising Requirements that do not materially affect compensation or the parties' obligations, and CONTRACTOR shall implement such minor changes. Material changes to rights, compensation, or term require a written amendment pursuant to Section 39.

9.2 All exterior advertising shall use premium cast vinyl films (3M IJ180- class or CITY-approved equal) with compatible laminate. Perforated window film must preserve at least fifty percent (50%) outward visibility. No layering of vinyl advertisements is permitted; the previous vinyl must be removed before application of a new vinyl. CONTRACTOR shall repair any paint or decal damage caused by installation or removal at its sole expense.

9.3 Installations shall comply with vehicle clearance diagrams and shall not cover operator sight lines, destination signs, fleet numbers, safety or ADA decals, lights, cameras or sensors, or reflective markings. CONTRACTOR shall correct incorrect or non-compliant placements within three (3) business days of notice from CITY.

9.4 Installation, maintenance, and removal work shall occur during off-peak windows unless otherwise approved by CITY. Vehicles shall not be removed from service solely for advertising work without CITY consent.

10. Contractor's Requested Changes to Display Ad Requirements.

10.1 If CONTRACTOR notifies CITY in writing that it believes a change to the Advertising Requirements is necessary, such notice must explain the circumstances giving rise to such belief and must set forth a proposed course of action, including a breakdown of any proposed adjustment to the compensation resulting therefrom.

10.2 If CITY concurs that an adjustment to the Advertising Requirements is warranted, the parties shall execute an amendment to the Contract Documents setting forth the change to the Advertising Requirements or replacing the Advertising Requirements in their entirety.

11. Logotypes or Decals. Should advertising interfere with the City of Roseville or Roseville Transit logotype in any way, or should advertising interfere with decals identifying the bus number, bus operator, phone number, video recording notification, CNG fuel information, website address, railroad crossing notification, or any other similarly required decals, the CONTRACTOR will relocate the logotypes or decals to another reasonable location on the bus upon CITY's prior written approval. All costs incurred in the relocation or replacement of logotypes or decals covered, hidden, or concealed by advertising will be borne by CONTRACTOR.

12. Offsite Advertising Installation. Advertisements may be installed and removed within

two (2) miles of CITY's Bus Yard only at locations approved by CITY's Alternative Transportation Manager. Transit vehicles may be removed from and returned to the CITY's Bus Yard in accordance with the procedures set forth in EXHIBIT "A." CONTRACTOR assumes all responsibility and liability for the transit vehicles while in CONTRACTOR's care, custody or control and must maintain insurance coverage sufficient to cover the costs of damages incurred to CITY transit vehicles while such vehicles are in CONTRACTOR's care, custody or control. CITY reserves the right to require the installation and removal of advertisements at the CITY's Bus Yard; provided, however, upon an election by CITY to require the installation and removal of advertisements at the CITY's Bus Yard, CONTRACTOR may terminate this Agreement upon thirty (30) days' written notice to CITY, without penalty.

13. Repair and Maintenance.

13.1 Repair and Maintenance of Advertising. CONTRACTOR shall be solely responsible for repair, service and maintenance (including, graffiti removal whether by removal of the graffiti from the advertising or removing the advertising) of all advertising placed on CITY transit vehicles by CONTRACTOR. CITY in its sole discretion reserves the right to remove any advertising that becomes cracked, peeled, damaged, loose, or unsecured, regardless of cause. Prior to CITY removal of such advertisements, CITY will notify CONTRACTOR of any damage and CONTRACTOR shall complete the necessary repairs within seventy-two (72) hours after notification. If CONTRACTOR fails to complete repairs within seventy-two (72) hours after notification, CITY shall have the right to complete repairs at CONTRACTOR's sole cost and expense. Upon written notice from CITY, CONTRACTOR shall reimburse CITY within thirty (30) days for all costs, including but not limited to staff costs, for repair of damage to CITY's transit vehicles and/or other property. In addition, in the case of removal by CITY, CONTRACTOR will be charged an administrative fee in the amount of 20% of the costs of removal. If CONTRACTOR fails

to timely submit payment, CITY reserves the right to cancel the Contract Documents for breach and/or pursue any other available legal or equitable remedies authorized by law. With CITY's written approval, CONTRACTOR may deduct the cost of Repair and Maintenance against Gross Sales.

13.2 Restoration and Repair of Transit Vehicles. Any adhesive used to apply the advertisements shall not cause damage to CITY's transit vehicles, their paint schemes, existing decals or exterior surface. Upon removal of any advertisement, CONTRACTOR shall be responsible for the cost of restoring the uncovered exterior surface of the transit vehicle to the condition of the surrounding exterior surface of the transit vehicle. Prior to placement of any advertising under the Contract Documents, CITY and CONTRACTOR's designated representative will conduct a joint inspection and document any existing damage on CITY vehicles prior to assignment to CONTRACTOR. If damage should occur after assignment to CONTRACTOR, CITY's Fleet Maintenance Manager will send CONTRACTOR written documentation of the damage and an estimate of the costs for repair and repainting.

CONTRACTOR will have seventy-two (72) hours from the date of CITY's notice to repair the damage or submit in writing any objection to CITY's assessment of CONTRACTOR's liability for the damage or CITY's cost estimate. If CONTRACTOR files an objection, the parties will meet in an attempt to resolve the dispute. If the parties are unable to mutually resolve the dispute, the determination of CITY's Alternative Transportation Manager will be final subject to CONTRACTOR's right to appeal his/her decision to the City Manager. CONTRACTOR will be obligated to pay CITY its invoice for the CITY's actual costs to repair and repaint its transit vehicles damaged by CONTRACTOR within thirty (30) days from the date of CITY's invoice.
In addition, in the case of repair by CITY, CONTRACTOR will be charged an administrative fee in the amount of 20% of the costs of repair. If CONTRACTOR fails to timely submit payment, CITY

reserves the right to cancel the Contract Documents for breach and/or pursue any other available legal or equitable remedies authorized by law.

13.3 Maintenance Standards. CONTRACTOR shall maintain all advertising in a good and safe condition. CONTRACTOR agrees to remove graffiti (whether by removal of the graffiti from the advertising or removing the advertising) within seventy-two (72) hours of notification by CITY. If CONTRACTOR fails to remove graffiti within such timeframe, CITY may do so and CONTRACTOR shall reimburse CITY for any cost and expense incurred by CITY therefor. In addition, in the case of removal of graffiti by CITY, CONTRACTOR will be charged an administrative fee in the amount of 20% of the costs of removal. If CONTRACTOR fails to timely submit payment, CITY reserves the right to cancel the Contract Documents for breach, and/or pursue any other available legal or equitable remedies authorized by law.

14. Timely Removal of Advertisements. After the first Contract Year, advertisements may not remain on transit vehicles longer than three (3) days beyond the contracted advertising period. If CONTRACTOR fails to remove advertisements within this time frame, CITY may remove the advertisements and bill CONTRACTOR for the costs. In addition, in the case of removal by CITY for failure to remove when required by this Section, CONTRACTOR will be charged an administrative fee in the amount of 20% of the costs of removal. CONTRACTOR shall remove all dated advertising materials within five (5) calendar days from expiration, and shall remove unapproved, damaged, or defaced advertisements within seventy-two (72) hours of notice given by the CITY, unless otherwise approved by the CITY.

15. Public Service Announcements; Reserved Interior Space.

15.1 CONTRACTOR may sell up to thirty percent (30%) of the interior advertising space per vehicle for commercial advertising. The remaining interior space shall be reserved for CITY

and public service announcement ("PSA") use at no charge to CITY.

15.2 Exterior advertising inventory shall remain fully available for commercial sale, subject to the Advertising Policy (EXHIBIT "B") and CITY's content approval rights under Section 8.

15.3 No separate annual PSA production or placement credit is required under this Agreement.

15.4 CITY PSA placements may pre-empt commercial campaigns upon reasonable notice to CONTRACTOR; CONTRACTOR shall address advertiser make-goods in accordance with industry practice.

16. City Use of Unsold Space. CITY has the right at its sole discretion to use all unsold exterior advertising space on transit vehicles for the display of transit information, promotion of CITY events, activities, programs, and services and for the display of third-party non-commercial advertisements which are the product of a written agreement between the CITY and the third-party advertiser. All such space will be subject to preemption for advertisements placed by CONTRACTOR. CITY will notify CONTRACTOR at least thirty (30) calendar days prior to CITY use of unsold space. CITY will provide CONTRACTOR all advertising displays ready for installation on the transit vehicles, or CITY may direct CONTRACTOR to manufacture the advertisements for CITY. CITY will have the uninterrupted use of such space for thirty (30) calendar days after installation. Thereafter, the space will become available to CONTRACTOR for advertisements. The cost of ad production, installation, maintenance and removal for CITY advertising displays may be invoiced to CITY.

17. Digital Advertising Add-Alternate (City Option). If CITY, in its sole discretion, exercises the option to add interior or exterior non-audio digital advertising screens, CONTRACTOR shall provide the hardware, mounts, power and data integration, content management system, and

maintenance at CONTRACTOR's cost. Digital installations shall include privacy protections (no cameras, microphones, or collection of personally identifiable information), shall maintain at least ninety-eight percent (98%) fleet-weighted uptime, and shall provide proof-of-play reporting, brightness control, and compliance with all vehicle safety clearance requirements.
Exercise of this option, including any related adjustment to compensation, shall be documented by written amendment pursuant to Section 39.

18. Transition Assistance. For up to ninety (90) days prior to and following the expiration or termination of this Agreement, CONTRACTOR shall provide reasonable transition assistance to CITY and/or a successor contractor, including coordinated turnover of inventory data, active artwork and nonproprietary creative files in CONTRACTOR's possession, current advertiser lists and flight schedules (subject to confidentiality and lawful restrictions), and a summary of open orders and make-goods. No separate fee shall be charged for transition assistance except as expressly authorized by CITY in writing. At the end of the contract, CONTRACTOR shall remove all advertisements, or assign all advertising contracts and revenues to CITY, at the written election of CITY.

19. Key Personnel; Urgent Contact; City Direction. The Alternative Transportation Manager, or designee, serves as CITY's project manager for the Contract Documents, with authority to issue routine directions, review submittals, approve access windows, and accept deliverables. CONTRACTOR shall designate a primary Program or Account Manager who will serve as CITY's single point of contact for all contract matters, and shall ensure that sufficient qualified personnel are assigned to perform the sales, production, installation, maintenance, reporting, and financial reconciliation functions required under the Contract Documents.

CONTRACTOR shall maintain a 24/7 point of contact empowered to authorize the immediate removal or covering of advertising upon CITY direction, including for safety issues or violations of

the Advertising Policy. CITY may provide direction regarding safety, access, and policy compliance under the Contract Documents. Except as expressly stated in the Contract Documents, CITY will not direct CONTRACTOR's internal business operations or employment decisions; however, CITY may require removal from CITY work of any individual who poses a safety risk or violates CITY policies, as provided in Section 30.

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

21. Waiver of Claims Against City. CONTRACTOR hereby waives any claim against CITY, its officers or employees for damage or loss caused by any suit or proceeding directly or indirectly attacking the validity of the Contract Documents, or any part thereof, or by any judgment or award in any suit or proceeding declaring the Contract Documents null, void or voidable or delaying the same or any part thereof from being carried out.

In addition, CONTRACTOR acknowledges that the Contract Documents include provisions granting to CITY the right to terminate the Contract Documents and upon such termination to order

the removal of and/or itself remove the equipment and advertising that CONTRACTOR installed and/or operated pursuant to the Contract Documents. CONTRACTOR fully waives, releases, and relinquishes forever any and all claims, demands, rights and causes of action that it may have against CITY under California Business and Professions Code Section 5200 et seq., any amendments thereto or other future laws, for any compensation from CITY not otherwise provided herein, including the payment of just compensation, as defined in the eminent domain law (Title 7, commencing with Section 1230.010, of Part 3 of California Code of Civil Procedure), in the event CITY exercises any such rights in accordance with the provisions of the Contract Documents.

In connection with the foregoing release, CONTRACTOR acknowledges that it is familiar with Section 1542 of the California Civil Code, which reads:

> "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

CONTRACTOR acknowledges that the release contained herein includes all known and unknown, disclosed and undisclosed, and anticipated and unanticipated claims that are subject to this waiver. CONTRACTOR understands and acknowledges the effect of such release and nevertheless intends to waive the benefit of California Civil Code Section 1542, or any statute or other similar provision now or later in effect. The releases contained herein shall survive any termination or expiration of the Contract Documents.

22. Insurance. CONTRACTOR agrees to continuously maintain, in full force and effect, at a minimum, the following policies of insurance during the term of the Contract Documents.

COVERAGE	LIMITS OF LIABILITY
Workers' Compensation	Statutory
Commercial General Liability	$1,000,000 each occurrence $2,000,000 aggregate Personal Injury: $1,000,000 each occurrence $2,000,000 aggregate
Automobile Liability	Bodily Injury: $500,000 per person $1,000,000 per accident Property Damage: $100,000 per occurrence

a. Form. CONTRACTOR shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. CONTRACTOR shall furnish current certificates and endorsements within ten (10) business days of CITY's request and shall maintain the required coverages throughout the term of the Contract Documents. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.

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

available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

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

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

e. Subcontractors. CONTRACTOR agrees to include in its contracts with all subcontractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work.

Furthermore, CONTRACTOR shall require its subcontractors to agree to be bound to CONTRACTOR and CITY in the same manner and to the same extent as CONTRACTOR is bound to CITY under this Agreement. Additionally, CONTRACTOR shall obligate its subcontractors to comply with these same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of CITY's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request.

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

endorsements. The failure to exercise this right shall not constitute a waiver of such right.

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

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

23. Maintenance of Records/Audit Rights. CONTRACTOR shall maintain, for the full term of this Agreement and for not less than four (4) years after the later of the expiration or termination of this Agreement, full and accurate accounting of books and records relative to advertising transactions with respect to CITY transit vehicles in accordance with generally accepted accounting principles consistently applied. The accounting books and records kept and maintained by CONTRACTOR for audit purposes must include all records, receipts, journals, ledgers, and documents reasonably necessary to enable CITY or its auditors to perform a complete and accurate audit of Gross Sales and exclusions from Gross Sales in accordance with generally accepted accounting principles, documents, and other evidence directly pertinent to work under the Contract Documents in accordance with generally accepted accounting principles and practices. CITY, on not less than ten (10) days' prior written notice to CONTRACTOR, may cause an audit to be made of Gross Sales and exclusions from Gross Sales and all of CONTRACTOR's records and accounting books necessary to audit such items. CONTRACTOR

will make all such books and records available for the audit at the CONTRACTOR's offices. If the audit discloses an underpayment of Percentage Fee, CONTRACTOR will immediately pay to CITY the amount of the underpayment. If the audit discloses an overpayment of the Percentage Fee, CONTRACTOR will be entitled to a credit in the amount of the overpayment against the next payment(s) of Annual Fee due, unless the audit was for the last year of the term, in which event CITY will refund to CONTRACTOR the overpayment within thirty (30) days following the date of the finalization of the audit. Any audit by CITY shall be performed by an employee of CITY or a reputable certified public accountant (i.e., a member of a reputable, independent, nationally or regionally recognized certified public accounting firm, who has experience reviewing financial operating records), provided that such accountant is not retained by CITY on a contingency fee basis. There shall be no more than one (1) audit of Gross Sales for any twelve- month (12-month) period.

24. Public Records. The Contract Documents and records held by CITY are subject to the California Public Records Act (Government Code Section 7920.000 et seq.). CONTRACTOR shall mark any materials it considers proprietary as confidential when submitted to CITY; CITY will determine its disclosure obligations under law.

25. Time for Performance. Time is of the essence of the Contract Documents. CONTRACTOR shall devote such time to the performance of services pursuant to the Contract Documents as may be reasonably necessary for the satisfactory accomplishment of CONTRACTOR's obligations under the Contract Documents. Neither party shall be considered in default of the Contract Documents to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

26. Licenses, Permits, Tax Certificates, Etc. CONTRACTOR represents and warrants to CITY that it has or will obtain all licenses, permits, City/County Business Operations Tax

certificate(s), qualifications and approvals that are legally required for CONTRACTOR to provide the services required by the Contract Documents. CONTRACTOR represents and warrants to CITY that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of the Contract Documents any licenses, permits, and approvals which are legally required for CONTRACTOR to provide the services required by the Contract Documents.

27. Taxes. CONTRACTOR shall be liable for all taxes, fees and costs as may be required by federal, state and local laws and regulations for the conduct of business by CONTRACTOR, including but not limited to any leasehold possessory interest taxes.

28. Compliance with Laws. CONTRACTOR shall comply with all federal, state and local laws and ordinances as may be applicable to the performance of services under the Contract Documents. CONTRACTOR certifies that it is not debarred, suspended, or otherwise declared ineligible to contract by any federal, state, or local governmental agency, and shall notify CITY immediately if such a determination is made during the term of the Contract Documents.

29. Ability to Perform. CONTRACTOR agrees and represents that it has the time, ability and professional expertise to perform the services required under the Contract Documents.

30. Personnel. CONTRACTOR shall assign only competent personnel to perform services pursuant to the Contract Documents. CONTRACTOR shall provide all labor necessary for completion of the services under the Contract Documents, whether by subcontract or direct employment. In the event that CITY, at its sole discretion, at any time during the term of the Contract Documents, desires the removal of any person or persons assigned by CONTRACTOR to perform services pursuant to the Contract Documents, CONTRACTOR shall remove any such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such

person or persons.

31. Standard of Care. CONTRACTOR warrants and guarantees that the work provided under the Contract Documents shall be performed and completed in a good and workmanlike manner.

32. Release of Information/Promotional Materials. CONTRACTOR shall not release any information derived from work performed or data obtained in connection with the Contract Documents, including reports or promotional materials prepared in connection with the Contract Documents, without the prior written consent of the CITY's Alternative Transportation Manager or his/her designated agent. Provided, however, CONTRACTOR may use such information in the course of selling advertising in accordance with the Contract Documents.

33. Assignment. CONTRACTOR is employed to perform unique personal services. CONTRACTOR shall not assign any of its rights nor transfer any of its obligations under the Contract Documents without the prior written consent of CITY, which consent shall also be required for any change of control of CONTRACTOR. CONTRACTOR shall not employ or otherwise incur any obligation to pay other contractors, specialists or experts for services in connection with the Contract Documents, without the prior written consent of CITY. Provided, however, CONTRACTOR is hereby authorized to subcontract sales, production and installation of advertising, so long as CONTRACTOR remains liable for the performance of CONTRACTOR's obligations under the Contract Documents.

34. Independent Contractor. CONTRACTOR shall act as an independent contractor, and covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of CITY by reason of the Contract Documents. In accordance with that relationship, CONTRACTOR shall assume all responsibility for its employees for

federal and state income tax withholding, FICA, SDI, and any other deductions from income that CONTRACTOR is properly required to make as an independent contractor. The Contract Documents do not create a partnership or joint venture between CITY and CONTRACTOR as to any activity conducted by CONTRACTOR or CITY with respect to the Contract Documents.

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

36. Termination, Cancellation, Expiration.

36.1 Cancellation for Breach. CITY may cancel the Contract Documents for breach if:

36.1.1. CONTRACTOR fails to perform any of its obligations in accordance with the Contract Documents; or

36.1.2. CONTRACTOR files a petition in bankruptcy or for reorganization; or

36.1.3. CONTRACTOR becomes insolvent.

If CITY elects to cancel the Contract Documents for breach, CITY shall provide CONTRACTOR with a written Notice of Cancellation. Provided that the notice of the breach is susceptible of a cure, CONTRACTOR shall have fifteen (15) days from receipt of such Notice to cure

the breach, or such longer time as may be set forth in the Notice of Cancellation. If the breach is not cured, or if the breach cannot be cured, due to impossibility of performance, then cancellation of the Agreement shall become effective on the date specified by CITY's Notice of Cancellation. CITY shall be entitled to recover from CONTRACTOR any loss, cost or damage which CITY may have incurred by reason of CONTRACTOR's breach, to compensate CITY for all detriment proximately caused by said breach or which in the ordinary course of things would be likely to result therefrom. If it is subsequently determined that CONTRACTOR did not fail to substantially perform its obligations in accordance with the Contract Documents or is excused from performance, then cancellation for breach shall be deemed revoked. In addition to any other remedy, CITY may require CONTRACTOR to submit and perform a corrective action plan addressing any failure of performance under the Contract Documents.

36.2 Termination for Convenience. CITY may terminate the Contract Documents, in whole or in part, for CITY's convenience upon thirty (30) days' written notice to CONTRACTOR. Upon termination for convenience, CONTRACTOR shall be relieved of its obligation to pay the Annual Fee for periods after the effective date of termination, the Annual Fee for the Contract Year of termination shall be appropriately prorated as provided in Section 5.3, and CONTRACTOR shall comply with Sections 18 and 36.3. CONTRACTOR shall not be entitled to lost profits or other consequential damages on account of a termination for convenience.

36.3 After Notice of Cancellation, Termination, or Expiration. At least thirty (30) days prior to the effective date of cancellation, termination, or expiration of the Contract Documents, CONTRACTOR shall give thirty (30) days' notice of termination to all its existing advertisers unless CITY designates a longer notice period. Upon the effective date of cancellation or termination of the Contract Documents, CONTRACTOR, at the written election of CITY, shall either

remove all advertisements from the transit vehicles or shall assign all advertising contracts and revenues to CITY, and shall provide the transition assistance required by Section 18.

37. Third Party Obligations. CONTRACTOR shall be solely liable to third parties with whom it enters into contracts to effectuate the purposes of the Contract Documents. CONTRACTOR shall pay directly such parties for all amounts due under said arrangement. CONTRACTOR shall indemnify, defend and hold CITY harmless from any and all claims, losses and liabilities arising from any third party contracts.

38. Nonwaiver. Waiver of any breach or default hereunder shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of another provision of the Contract Documents.

39. Modification. No waiver, alteration, modification, or termination of this Agreement shall be valid unless made in writing and signed by the authorized parties hereof.

40. Captions. The headings or captions to the articles of the Contract Documents are for convenience, are not a part of the Contract Documents and shall have no effect upon the construction or interpretation of any part hereof.

41. Severability. If any term, covenant, or condition of the Contract Documents are held by a court of competent jurisdiction to be invalid, the remainder of the Contract Documents shall remain in effect.

42. Survivorship. Any responsibility of CONTRACTOR for warranties, insurance or indemnity with respect to the Contract Documents arising prior to the expiration, termination or cancellation of the Contract Documents shall not be invalidated due to the expiration, termination or cancellation of the Contract Documents.

43. Nondiscrimination. CONTRACTOR, with regard to the work performed by itduring the

Agreement, shall not discriminate on the grounds of race, religion, color, sex, age, national origin, disability, or any legally protected class in its employment practices, in the delivery of services under the Contract Documents, or in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

44. Solicitations for Subcontracts, including Procurement of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a subcontract, including procurement of material or leases of equipment, each potential subcontractor or supplier shall be notified by CONTRACTOR of CONTRACTOR's obligations under the Contract Documents relative to nondiscrimination on the grounds of race, religion, color, sex, age, national origin, disability, or any legally protected class.

45. Third Party Beneficiary. Nothing in the Contract Documents is intended to, nor shall anything in the Contract Documents be construed to, benefit any third party.

46. Ambiguities. The parties have each carefully reviewed the Contract Documents and have agreed to each term of the Contract Documents. No ambiguity shall be presumed to be construed against either party.

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

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

State of California.

49. Notices. Any notices to parties required by the Contract Documents shall be delivered personally or mailed, U.S. first class postage prepaid, addressed as follows:

CITY OF ROSEVILLE	CONSULTANT
Alternative Transportation Manager 316 Vernon Street, Suite 150 Roseville, CA 95678	Iron Horse Media, LLC Attn: David Nybo P.O. Box 191571 Sacramento, CA 95813

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

50. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument. Counterparts may be executed and delivered by electronic signature.

51. Integrated Agreement. This is an integrated agreement and contains all of the terms, considerations, understanding and promises of the parties. It shall be read as a whole.

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

[SIGNATURES ON FOLLOWING PAGE]

CITY OF ROSEVILLE, a
municipal corporation

BY: _____
DOMINICK CASEY
City Manager

ATTEST:

BY: _____
CARMEN AVALOS
City Clerk

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY: Jason Shykowski Digitally signed by Jason Shykowski Date: 2026.07.24 10:37:50 -07'00'
JASON SHYKOWSKI
Public Works Director

IRON HORSE MEDIA, LLC, a
California limited liability company

BY: _____
its: MANAGER

BY: _____
its: _____

EXHIBIT A SCOPE OF SERVICES

2.1 Program Objectives

The Contractor shall plan, market, sell, produce, install, maintain, and remove commercial advertising on City-authorized Roseville Transit assets, consistent with this Scope of Work and the City's viewpoint-neutral advertising policy. The City seeks to maximize net revenue while maintaining safety, vehicle integrity, and rider experience through high-quality materials, safe placement rules, defined service levels, and transparent reporting. All compensation definitions and payment mechanics (including "Gross Sales") are governed by the City Agreement (Attachment B).

2.2 Term & Mobilization

A. Notice to Proceed (NTP). Within 10 business days after NTP, Contractor shall submit a Mobilization Plan covering staffing, facility access windows, inventory verification, creative templates, the first City PSA plan, and proof-of-performance workflows.

B. Initial Operating Capability (IOC). Within 30 calendar days after NTP, Contractor shall have the capability to accept/traffic buys, produce/receive materials, install, and deliver proof-of-performance and monthly reporting as described in §2.8.

C. Transition. If applicable, Contractor shall coordinate a seamless transition with the incumbent so as to minimize service disruption and prevent any lapse in City PSA placements.

2.3 Advertising Inventory & Products

A. Base Program — Vehicle Exterior/Interior. Eligible formats may include, as authorized by the City:

Kings, Queens, Tails, Headliners, Partial/Full Wraps, and Interior Cards. All placements shall follow the clearances and exclusions shown in Attachment E (Inventory Matrix).

B. Add-Alternate — Shelters/Transit Center Panels (City option). If the City includes shelters and/or transit center panels by add-alternate, Contractor shall sell, produce, install, and maintain advertising in those units subject to the City's specifications; pricing/consideration will be per the Agreement and Price Proposal.

C. Inventory Management. The City will provide fleet lists and diagrammatic clearances; Contractor shall verify ad-eligible placements on each vehicle prior to production and update the inventory matrix monthly. The City may add, remove, or reconfigure vehicles/assets. Any material change in ad-eligible inventory will be addressed under the Agreement (e.g., pro-rata MAG adjustments where applicable).

2.4 Sales, Marketing & Rate Governance

A. Sales Plan. Within 30 days of NTP—and annually thereafter—Contractor shall provide a Sales Plan that describes national/regional/local strategies, staffing and quotas, prospecting cadence, media kit updates, and trade participation. The plan shall include a local business outreach strategy and

 starter bundles for small businesses.

B. Rate Card. Contractor shall maintain a City-approved rate card that defines products, flight lengths, and discount rules. Any below-card pricing (e.g., low occupancy, non-profit) requires prior City approval. The City may request updates to ensure market competitiveness; changes are subject to City approval.

C. Community Support. Contractor shall maintain transparent community offerings (e.g., local starter bundles at published rates) to stimulate local participation.

2.5 Content Standards & Approval

A. Policy Compliance. All content must comply with the City's viewpoint-neutral advertising policy. The City has final approval and may require immediate removal of non-compliant material.

B. Prohibited Areas. No material may obscure or interfere with operator sight lines, destination signs, fleet numbers, safety/ADA decals, lights, cameras/sensors, or reflective markings; no placement may extend into required safety clearances or violate applicable law. All creative must fit within City-approved diagrams.

C. Endorsement & Disclaimers. Advertisements may not imply City endorsement. City-required disclaimers shall be placed as specified by the City.

2.6 Materials & Technical Specifications

A. Films & Inks. Use premium cast vinyl films (e.g., 3M IJ180-class or City-approved equal) with compatible laminate. Digital printing inks/laminates shall be UV-stable and low-VOC.

B. Perforated Window Film. Perforated window film must preserve at least 50% outward visibility for passengers and operators and use compatible laminate recommended by the manufacturer.

C. Prohibitions & Repairs. Layering is prohibited. Contractor shall repair, at its expense, any paint/decal damage caused by installation/removal and will use approved removal techniques.

2.7 Installation, Maintenance & Service Levels

A. Access Windows. Installations and removals shall occur during City-approved off-peak access windows so as not to disrupt service.

B. Response Times. Contractor shall meet the following service levels: (i) graffiti/defacement or materially damaged copy — within 72 hours of City notice; (ii) expired/dated materials — within 5 calendar days of expiration; (iii) incorrect/non-compliant placements — within 3 business days of City notice.

C. Service Credits. The City may assess service credits for missed service levels as set forth in the Agreement or Exhibit H (if included).

(RFP#)

Fleet Advertising Services

Page 18 of 21 2.8 Proof-of-Performance, Reporting & Audit

A. Posting Reports. Within 3 business days of posting/changes, upon CITY's written request, Contractor shall provide a posting report with geotagged photos (vehicle/panel ID, side, date/time) for each affected unit.

B. Monthly Package (due by the 20th of the following month). Contractor shall submit: sales statement (gross billings, agency commissions, taxes, City share calculation). Contractor may submit, in a form reasonably acceptable to CITY (1) active-inventory CSV (unit ID, product, advertiser, contract, flight start/end, rate, adjustments/credits); (2) upcoming contracts (60-day look-ahead); and (3) A/R aging notes (60/90+).

C. Quarterly Package (due on or before each January 20th, April 20th, July 20th, and October 20th. (1) payment/remittance; (2) A meeting with CITY staff that may include a discussion about pipeline summary of prospects, opportunities, wins/losses, and format-level performance.

D. Annual Officer-Certified Revenue Statement. CONTRACTOR shall submit a true, complete and accurate statement, signed by an officer of CONTRACTOR certifying the accuracy of the reported revenues and payments, detailing the amount of Gross Sales for the entire foregoing Contract Year and calculating the amount of Percentage Fee, if any due for that Contract Year. If the amount of the Percentage Fee due for a Contract Year is greater than the amount of the Annual Fee due for such Contract Year, CONTRACTOR shall pay CITY the amount by which the Percentage Fee that is due, exceeds the amount of Annual Fee paid by CONTRACTOR for such Contract Year.

E. Dashboard (no-cost). Upon CITY's written request, a read-only web view showing current placements, photos, expirations, and receipts, with CSV export for City staff.

F. Records & Audit. Contractor shall maintain complete books and records relating to this Scope for

not less than four (4) years after expiration or termination; the City may audit upon reasonable notice.

2.9 City PSAs & Reserved Space

A. Reserved Interior Space. Contractor may sell up to thirty percent (30%) of interior advertising space per vehicle for commercial advertising. The remaining interior space shall be reserved for City and Public Service Announcement (PSA) use at no charge.

B. Exterior Advertising. Exterior advertising inventory shall remain fully available for commercial sale, subject to the City's advertising policy and content approval rights.

C. PSA Production/Placement Credit. No separate annual PSA production or placement credit is required under this Agreement.

D. Priorities & Make-Goods. City PSA placements may pre-empt commercial campaigns with reasonable notice; Contractor shall address advertiser make-goods in accordance with industry practice.

2.10 Optional Add-Alternate: Interior Digital "Infotainment" Screens (Non-Audio)

If awarded by the City, Contractor shall furnish hardware, mounts, power/data integration, content management system (CMS), and maintenance at Contractor cost, and meet the following conditions:

• No audio; no cameras/microphones; no collection of PII; no facial recognition or analytics using images or metadata.

• Fleet-weighted uptime target of ≥98% with monitoring, alerting, and incident response procedures.

(RFP#) Fleet Advertising Services Page 19 of 21 • Proof-of-play and campaign logs available to the City upon request; City PSA insertion capability without added fees.

• Safe installation not impeding operator sight lines or safety/ADA features; brightness controls for day/night; vandal-resistant mounts; City-approved wiring/fusing.

• No advertising personalization or targeting based on individual identity or device identifiers.

2.11 Safety, Access & Vehicle Status

Contractor personnel shall comply with City safety rules while on City property and use appropriate PPE. Contractor shall coordinate vehicle access and status with City operations and shall not remove vehicles from service solely for advertising work without City consent.

2.12 Security, Privacy & Data (Applies Only if Digital Add-Alternate is Awarded)

For any digital add-alternate, Contractor shall: (i) follow least-privilege access; (ii) employ secure remote updates and logging; (iii) maintain current patch levels; (iv) encrypt data in transit; and (v)

promptly report any security incident affecting City assets. No end-user tracking, targeting by identity, or PII collection is permitted.

2.13 Subcontractors

Contractor is responsible for all subcontractors (production, installation, maintenance, digital CMS). Subcontractors shall meet City safety and background requirements and comply with this Scope.

2.14 City-Provided Information & Cooperation

The City will provide: (a) current fleet lists and diagrammatic clearances; (b) facility access windows; (c) advertising policy; and (d) template files for standard creative sizes. The City will use reasonable efforts to facilitate vehicle access for timely installs/removals.

EXHIBIT B

POLICY PERTAINING TO ADVERTISING ON OR IN ROSEVILLE TRANSIT VEHICLES, FACILITIES, GUIDES, AND MAPS

Policy Pertaining to Advertising on or in Roseville Transit Vehicles, Facilities, Guides, and Maps

Background

This policy sets forth the guidelines for the placement of advertising on or in Roseville Transit vehicles, facilities, guides, and maps (hereinafter "Transit Property"). Detailed information about the materials used, sizes and specifications for advertisements, advertising timelines, quantity and timing, as well compensation to the City for advertising, will be detailed in individual contracts with Advertisers.

Section 1: Public Purpose

In adopting this policy it is the City of Roseville's declared intent and purpose to maximize revenues through commercial advertising and public service announcements provided that all of the following interests are preserved and furthered:

A. Providing a safe, convenient and pleasant environment for Roseville Transit patrons, which includes maximizing Roseville Transit fare revenues by attracting and maintaining the patronage of passengers; and

B. Protecting minors who use Roseville Transit facilities and travel on Roseville Transit's transportation system; and

C. Avoiding any potential identification of Roseville Transit with the point of view or message of a third party advertisement.

Section 2: Public Forum

In adopting this policy it is the City of Roseville's declared intent and purpose to not permit advertising that individually or in combination would cause any real or personal property owned or controlled by the City of Roseville (hereinafter "City Property") to become a public forum for the dissemination, debate, and/or discussion of public issues.

Section 3: Authorized Advertisements and Announcements

This policy applies to third party advertising placed on or in Transit Property and does not prohibit the City of Roseville from placing advertisements and announcements related to City services, programs, or events as long as the advertisements and announcements are not otherwise prohibited

under Section 4.

Advertising placed by a third party on or in Transit Property must either be a commercial advertisement or a public service announcement. For purposes of this policy:

A. A commercial advertisement is an advertisement that: (i) has as its primary purpose the promotion of a commercial transaction, such as the sale of real or personal property, services and/or entertainment, which is offered to the public generally; and (ii) is not otherwise prohibited under Section 4.

B. A public service announcement is any announcement that: (i) is made by any organization or entity which promotes programs, activities or services of federal, state, or local governments or the programs, activities or services of nonprofit corporations; (ii) relates to the mission of the organization placing the advertising; (iii) is not otherwise prohibited under Section 4; and (iv) is either placed by a California public entity or placed by a nonprofit corporation that is qualified as a tax exempt organization by the Federal Internal Revenue Code. Nonprofit corporations may be required to provide documentation of tax-exempt status.

A public service announcement must bear the following legend if the sponsor is not readily or easily identifiable from the content of the proposed announcement: "This message is sponsored by _____(name of sponsor)."

Section 4: Viewpoint Neutral Limitations

The following viewpoint-neutral content-based limitations are established. No advertisement or announcement (hereinafter referred to as "Ad") is permitted on or may be maintained on or in Transit Property if it, or information contained in it, falls within one or more of the following categories:

1. False, Misleading, or Deceptive Commercial Speech. The Ad proposes a commercial transaction, and the Ad, or any material contained in it, is false, misleading, or deceptive.

2. Unlawful Goods or Services. The Ad, or any material contained in it, promotes or encourages, or appears to promote or encourage, the use or possession of unlawful or illegal goods or services.

3. Unlawful Conduct. The Ad, or any material contained in it, promotes, depicts or encourages, or appears to promote, depict or encourage, unlawful, anti-social or illegal behavior or activities.

4. Endorsement. The Ad, or any material contained in it, implies or declares an endorsement by the City of Roseville of any service, product or point of view, without prior written authorization of the City of Roseville (through its City Manager).

5. Obscenity or Nudity. The Ad, or any material contained in it, contains obscene matter, images of nudity or any other matter that is prohibited under the provisions of Chapter 7.5 (beginning

with Section 311) of Title 9 of Part 1 the California Penal Code, and as such laws may be amended or supplemented.

6. Prurient Interests. The Ad, or any material contained in it, describes, depicts, or represents sexual activities, or aspects of the human anatomy in a way that the average adult, applying contemporary community standards, would find appeals to the prurient interest of minors or adults, or contains any other matter that is prohibited under the provisions of Chapter 7.6 (beginning with Section 313) of Title 9 of Part 1 of the California Penal Code, and as such laws may be amended or supplemented.

7. Profanity, Vulgarity, Riot. The Ad, or any material contained in it, is profane or vulgar, or presents a clear and present danger of causing a riot, disorder, or other imminent threat to public safety, peace or order.

8. Community Standards. The Ad, or any material contained in it, is so objectionable under contemporary community standards as to be reasonably foreseeable that it will result in harm to, disruption of, or interference with the transportation system.

9. Libelous Speech, Copyright Infringement. The Ad, or any material contained in it, is libelous, or is an infringement of a copyright, trademark or registered mark.

10. Demeaning or Disparaging. The Ad, or any material contained in it, demeans or disparages an individual or group of individuals.

11. Injurious to Roseville Transit. The Ad, or any material contained in it, denigrates Roseville Transit, its officers, agents, or employees or promotes alternatives to Roseville Transit in a manner that directly impairs Roseville Transit's ridership and/or revenue.

12. Tobacco. The Ad, or any material contained in it, promotes or depicts the sale or use of tobacco or tobacco-related products, except products that counteract symptoms of tobacco habituation.

13. Alcoholic Beverages. The Ad, or any material contained in it, promotes or depicts the sale or consumption of wine, liquor, beer, or distilled spirits using any combination of brand names, images or words. However, the use of images depicting alcohol shall be permitted when combined with another subject matter, such as food, where the primary message of the ad is not the consumption, use or sale of alcohol.

14. Firearms. The Ad, or any material contained in it, directly or indirectly promotes the sale or use of a firearm or contains an image or depiction of a firearm. 15. Political Campaign Speech. The Ad, or any material contained in it, contains political campaign speech. For purposes of these guidelines, the term "political campaign speech" is speech that:

(1) supports or opposes or appears to support or oppose a ballot measure, initiative, or referendum; or (2) refers to any candidate for public office.

16. Religion. The Ad, or any material contained in it, advocates or opposes a religion or religious belief.

17. Traffic Interference. The Ad, or any material contained in it, displays any word, phrase, symbol, or character likely to interfere with, mislead, or distract traffic, or conflict with any traffic control device.

18. Distraction. The Ad, or any material contained in it, incorporates any rotating, revolving, or flashing devices, or any other moving parts.

19. Violence. The Ad, or any material contained in it, contains an image or description of graphic violence, including, but not limited to: (1) the depiction of human or animal bodies or body parts, or fetuses, in states of mutilation, dismemberment, decomposition, or disfigurement; and (2) the depiction of weapons or other implements or devices associated in the advertisement with an act or acts of violence or harm on a person or animal.

20. "Adult"-Oriented Goods or Services. The Ad, or any material contained in it, promotes or encourages, or appears to promote or encourage, a transaction related to, or uses brand names, trademarks, slogans or other materials which are identifiable with, films rated "X" or "NC-17", video games rated "A" or "M," adult book stores, adult video stores, nude and/or topless clubs and other adult entertainment establishments, adult telephone services, adult Internet sites, and escort services.

21. Human Reproduction or Sexuality. The Ad, or any material contained in it, promotes products or services related to human reproduction or sexuality, including but not limited to contraceptive products or services, other products or services related to sexual hygiene, and counseling services for pregnancies, abortions or other sexual matters.

22. Graffiti or Vandalism. The Ad, or any material contained in it, uses images or symbols that depict or represent graffiti or vandalism.

23. Web Addresses and Telephone Numbers. The Ad, or any material contained in it, directs viewers to a website or telephone number that contains material that violates this Policy.

24. Public Forum. The Ad, or any material contained in it, if posted individually or in combination with other Ads, causes City Property to become a public forum for the dissemination, debate, and/or discussion of public issues.

25. Disclaimer or Attribution. The Ad fails to contain any disclaimer or attribution as required under Sections 5 and 6 of this Policy.

Section 5: Disclaimer

The City of Roseville reserves the right, in all circumstances, to require an advertisement or announcement on or in any real or personal property under the City's control to include a disclaimer stating that it is not sponsored by, and does not necessarily reflect the views of the City of Roseville.

Section 6: Attribution

All advertisements or announcements on or in Transit Property must clearly and unambiguously identify the person or entity that has sponsored, paid for, or caused the advertisement or announcement to be placed on or in Transit Property. Website addresses or phone numbers without more information are insufficient to satisfy this section.

Section 7: Unilateral Amendment

The City of Roseville reserves the right to unilaterally amend this policy at any time upon providing written notice to any affiliated Advertiser.

Section 8: Moratorium

At the discretion of the City Manager, the City of Roseville may at any time, subject to any contractual obligations, declare a complete ban or moratorium on all advertising on or in any real or personal property under the City's control and direct that no advertisements or announcements of any kind, other than City of Roseville advertisements or announcements, be accepted for display and posting.

Section 9: Disputes

In the event of any dispute or disagreement between the City of Roseville and an Advertiser, the dispute will be handled in the manner outlined in the applicable agreement.

City Council Communication

Meeting Date: 8/19/2026
Item #: VI.2
File #: 0721
Item ID: 2026-657

Title:	Sacramento Regional Transit District Transfer Agreement Amendment
Contact:	Ed Scofield 916-774-5449 ecscofield@roseville.ca.us

SUMMARY

Staff recommends approval of an amendment to the Bus Transfer Agreement with Sacramento Regional Transit to allow future Rapid Link buses to provide service to the Watt/I-80 light rail station. There is no fiscal impact with this amendment.

RECOMMENDATION

Staff recommends that the City Council adopt a resolution to approve the First Amendment to Transfer Agreement Between the City of Roseville and Sacramento Regional Transit District and authorize the City Manager to execute it on behalf of the City.

BACKGROUND

On January 15, 2014, the City Council approved a transfer agreement between the City of Roseville and the Sacramento Regional Transit District (SacRT) authorizing Roseville Transit buses to operate within SacRT's service area. Roseville Transit currently operates weekday commuter service with 11 morning and 11 evening trips between Roseville and Downtown Sacramento.

Beginning October 2026, the City will launch the new Rapid Link bus service, providing weekday bus service between Lincoln, the Roseville Galleria, Sutter Roseville Medical Center, Kaiser Permanente Roseville Medical Center, and SacRT's Watt/I-80 Light Rail Station. Rapid Link will be a high-frequency regional service operated by Roseville Transit. Service will initially operate every 60 minutes. Beginning February 2027, the frequency will increase to every 30 minutes. The service will be operated using 40-foot battery-electric buses.

To allow Rapid Link buses to serve the Watt/I-80 Light Rail Station, the existing agreement with SacRT must be amended to include the new service location. In addition, Exhibit A has been updated to reflect other service location changes that have occurred since the agreement was originally executed in 2014.

FISCAL IMPACT

There is no fiscal impact with this amendment.

ENVIRONMENTAL REVIEW

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

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

5. Support community engagement and advocacy
6. Deliver exceptional City services

Respectfully Submitted,
Ed Scofield, Alternative Transportation Planner

Jason Shykowski, Public Works Director

ATTACHMENTS:

1. Resolution 26-313
2. Transfer Agreement - Amendment 1
3. Original Agreement 2014 (1)

REVIEWERS:

Ed Scofield, Public Works Department - Transportation	Created/Initiated - 7/23/2026
Ed Scofield, Public Works Department - Transportation	Approved - 7/23/2026
Jason Shykowski, Public Works Department - All	Approved - 7/23/2026
Kelly Aye, City Attorney Department	Approved - 8/3/2026
Katrina Six, City Clerk Department	Approved - 8/4/2026
Ryan DeVore, City Manager Department - Assistant City Manager	Approved - 8/5/2026
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 8/6/2026
Michelle Sheidenberger, City Attorney Department	Approved - 8/6/2026
Dominick Casey, City Manager Department - City Manager	Approved - 8/7/2026
Katrina Six, City Clerk Department	Final Approval - 8/10/2026

RESOLUTION NO. 26-313

APPROVING A FIRST AMENDMENT TO TRANSFER AGREEMENT, BY AND BETWEEN THE SACRAMENTO REGIONAL TRANSIT DISTRICT AND THE CITY OF ROSEVILLE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a First Amendment to Transfer Agreement between City of Roseville and Sacramento Regional Transit District, has been reviewed by the City Council; and

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

PASSED AND ADOPTED by the Council of the City of Roseville this ___ day of _____, 2026, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

FIRST AMENDMENT TO TRANSFER AGREEMENT BETWEEN CITY OF ROSEVILLE AND SACRAMENTO REGIONAL TRANSIT DISTRICT

THIS FIRST AMENDMENT TO TRANSFER AGREEMENT BETWEEN CITY OF ROSEVILLE AND SACRAMENTO REGIONAL TRANSIT DISTRICT ("Principal Agreement") made and entered into as of January 29, 2014, by and between the **CITY OF ROSEVILLE,** a municipal corporation ("CITY") and **SACRAMENTO REGIONAL TRANSIT DISTRICT**, a public corporation ("RT") is made and entered into on _____, 2026.

WITNESS

WHEREAS, CITY provides intercity transit service and commuter service, under an agreement with an independent contractor which operates between CITY's jurisdictional boundaries and RT's activated boundaries; and

WHEREAS, CITY's local service has a connection with RT service at the Louis/Orlando Transfer Point; and

WHEREAS, CITY's Roseville Commuter Service, which provides express bus service between the City of Roseville and the Central City portion of the City of Sacramento, was authorized by RT to operate within RT's activated boundaries on January 28, 1991, by Resolution No. 91-1376; and

WHEREAS, the Principal Agreement is outdated and needs to be amended and restated; and

WHEREAS, the parties to the Principal Agreement intend to begin negotiations on the terms and conditions to be included in an amended and restated transfer agreement in the near future; and

WHEREAS, the CITY has established a high-frequency, weekday commuter bus service that will launch in or around October 2026 that will provide 30-minute headways connecting Lincoln, the Roseville Galleria, and key medical hubs directly to RT's Watt/I-80 Light Rail Station; and

WHEREAS, pursuant to Article 6.B. of the Principal Agreement, CITY must obtain approval from RT to operate additional service within the RT activated service area; and

WHEREAS, in the interim until a new transfer agreement can be negotiated, the parties agree to amend and replace Exhibit A pursuant to the terms of Article 6.C. of the Principal Agreement, to reflect the addition or modification of service CITY may operate within RT's activated service area, including CITY's Rapid Link service into RT's Watt/I-80 Light Rail Station.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE CONDITIONS AND PROMISES HEREINAFTER SET FORTH, CITY AND RT DO MUTUALLY AGREE AS FOLLOWS:

Section 1: CITY ROUTING WITHIN ACTIVATED RT BOUNDARIES. Exhibit A referenced is Article 6 of the Principal Agreement is amended and replaced in full to reflect CITY's existing service within RT's Activated Boundaries, as well as the addition of the CITY's Rapid Link service between CITY and RT's Watt/I-80 Light Rail Station and is attached hereto and incorporated into the Principal Agreement as Exhibit A. Article 6.A. is hereby amended to read in its entirety as follows:

"A. Subject to the provisions of paragraphs B through D and F below, CITY is hereby authorized to operate bus service and allowing passengers to board and disembark at bus stops used by CITY within RT's activated boundaries as of the date of this Agreement, in accordance with list and depiction of current bus routes and stops in the attached Exhibit A."

Article 6.F. is added to read in its entirety as follows:

"F. CITY will endeavor to collect and maintain data of the number of passengers on its Rapid Link service who disembark or board at RT's Watt/I-80 Light Rail Station and make that data available to RT upon its reasonable request."

Section 2: NOTICES. Article 16 of the Principal Agreement, entitled "Notices" is hereby amended to read in its entirety as follows:

"All notices and other communications under this Agreement must be in writing and will be deemed to have been duly given (i) on the date of delivery, if delivered personally to the party to whom notice is given, or if made by telecopy directed to the party to whom notice is to be given at the telecopy number listed below, or (ii) at the earlier of actual receipt or the second business day following deposit in the United States mail, postage prepaid. Notices and other communications must be directed to the parties at the addresses shown below. A party may change its person designated to receive notice, its telecopy number, or its address from time to time by giving notice to the other party in accordance with the procedures set forth in this Article.

"TO RT: Sacramento Regional Transit District
Attn: Jason Johnson, VP, Finance/Chief Financial Officer
PO Box 2110
Sacramento CA 95812-2110
Email: jjohnson@sacrt.com

"TO CITY: City of Roseville
Attn: Alternative Transportation Manager
316 Vernon Street, Suite 150
Roseville, CA 95678
Email: ecscofield@roseville.ca.us"

Any party desiring to change its address for notice must do so by giving notice as set forth herein. Notice by email will be valid only if the sending party has actual knowledge that the individual recipient continues to be employed by the recipient party.

Section 3: EFFECT. The effect of this First Amendment to the Principal Agreement is to replace Exhibit A to authorize CITY to operate bus service to SacRT's Watt/I-80 Light Rail Station, add a provision regarding ridership on Rapid Link to and from Watt/I-80 Light Rail Station, and update the Notice provision.

Section 4: AMBIGUITIES. The parties have each carefully reviewed this First Amendment and have agreed to each term of this First Amendment. No ambiguity is presumed to be construed against either party.

Section 5: FULL FORCE AND EFFECT. To the extent no inconsistent herewith, all other terms and provisions of the Principal Agreement, as amended, remain the same and in full force and effect.

Section 6: AUTHORITY TO BIND. Each of the signatories to this First Amendment represents that they are authorized to sign this First Amendment on behalf of such party and that all approvals, resolutions and consents that must be obtained to bind such party have been obtained and that no further approvals, acts, or consents are required to bind such party to this First Amendment.

Section 7: INTEGRATION. The Principal Agreement and this First Amendment embody the entire agreement of the parties in relation to the scope of services herein described, and no other understanding whether verbal, written, or otherwise exists between the parties.

IN WITNESS WHEREOF, the parties have entered into this First Amendment to the Principal Agreement on the day and year first hereinabove appearing.

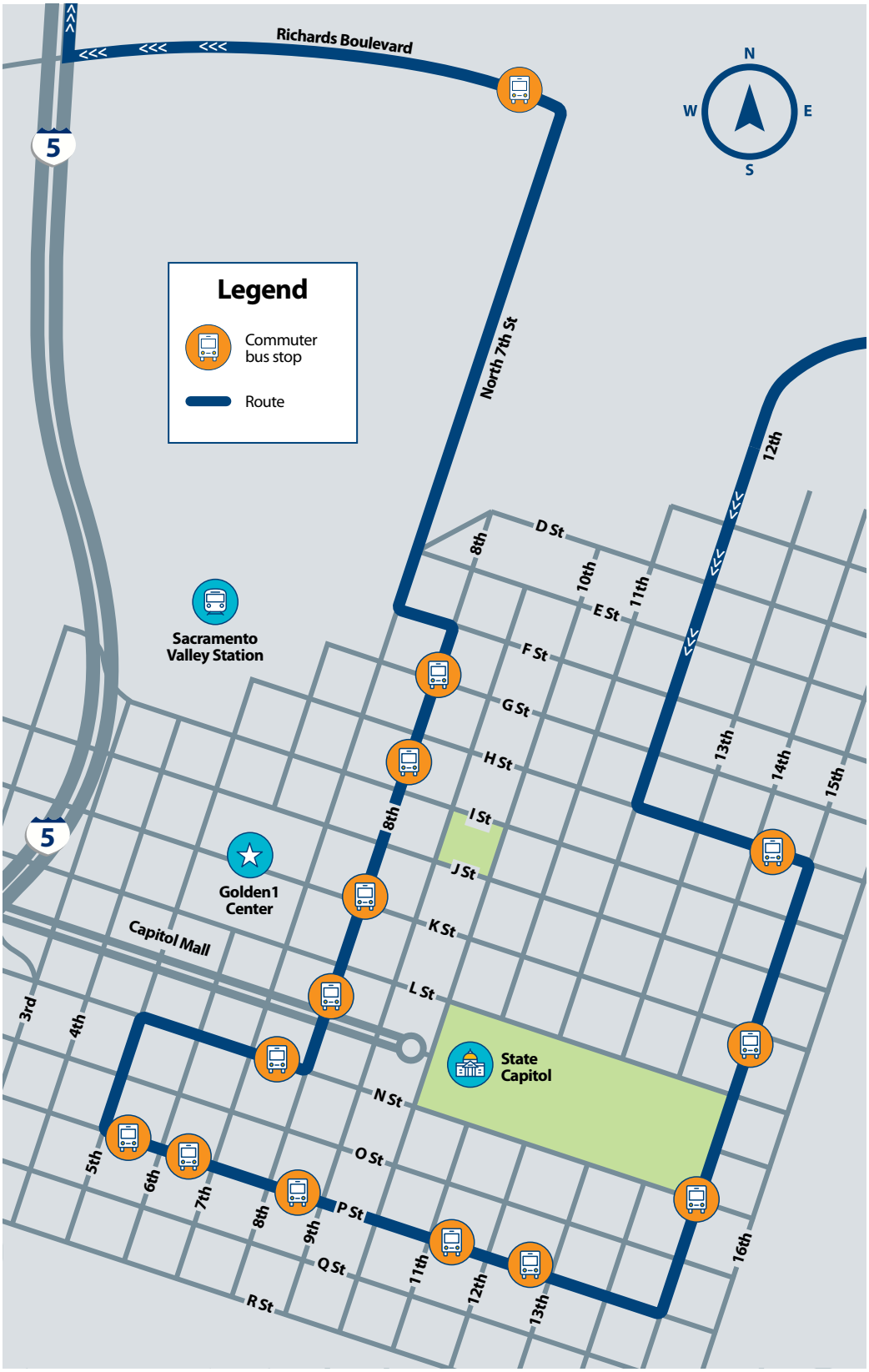
CITY OF ROSEVILLE	SACRAMENTO REGIONAL TRANSIT DISTRICT
By: _____	By: _____
DOMINICK CASEY City Manager	HENRY LI General Manager/CEO
Approved as to Legal Form:	Approved as to Legal Form:
By: _____	By: _____
MICHELLE SHEIDENBERGER City Attorney	OLGA SANCHEZ-OCHOA General Counsel
ATTEST:	
By: _____	
CARMEN AVALOS City Clerk	

https://sacrt01.sharepoint.com/sites/teamsGeneralCounsel/Contracts/2025-2026 Fiscal Year/K26Q2/City of Roseville - Transfer Agreement/SacRT Transfer Agreement - Amendment 1 - Final.docx

Roseville Transit Commuter Service Maps

Effective April 21, 2025

Downtown Sacramento



roseville.ca.us/commuter

CITY OF ROSEVILLE CALIFORNIA

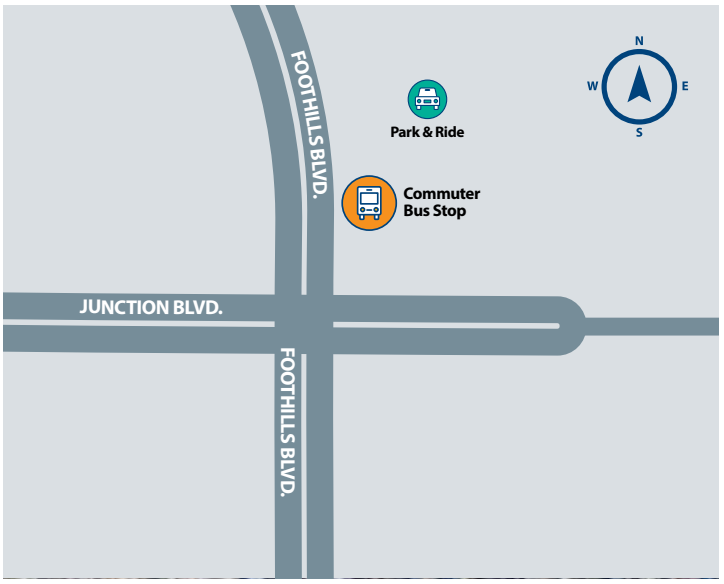
Roseville Transit
Commuter Service Maps

Effective April 21, 2025

Saugstad Park



Foothills and Junction



Mahany Park



Taylor Road & I-80



roseville.ca.us/commuter

CITY OF ROSEVILLE CALIFORNIA

GAME DAY EXPRESS

Downtown Sacramento

Game Day Express stop
Sacramento Valley Station, 401 I Street

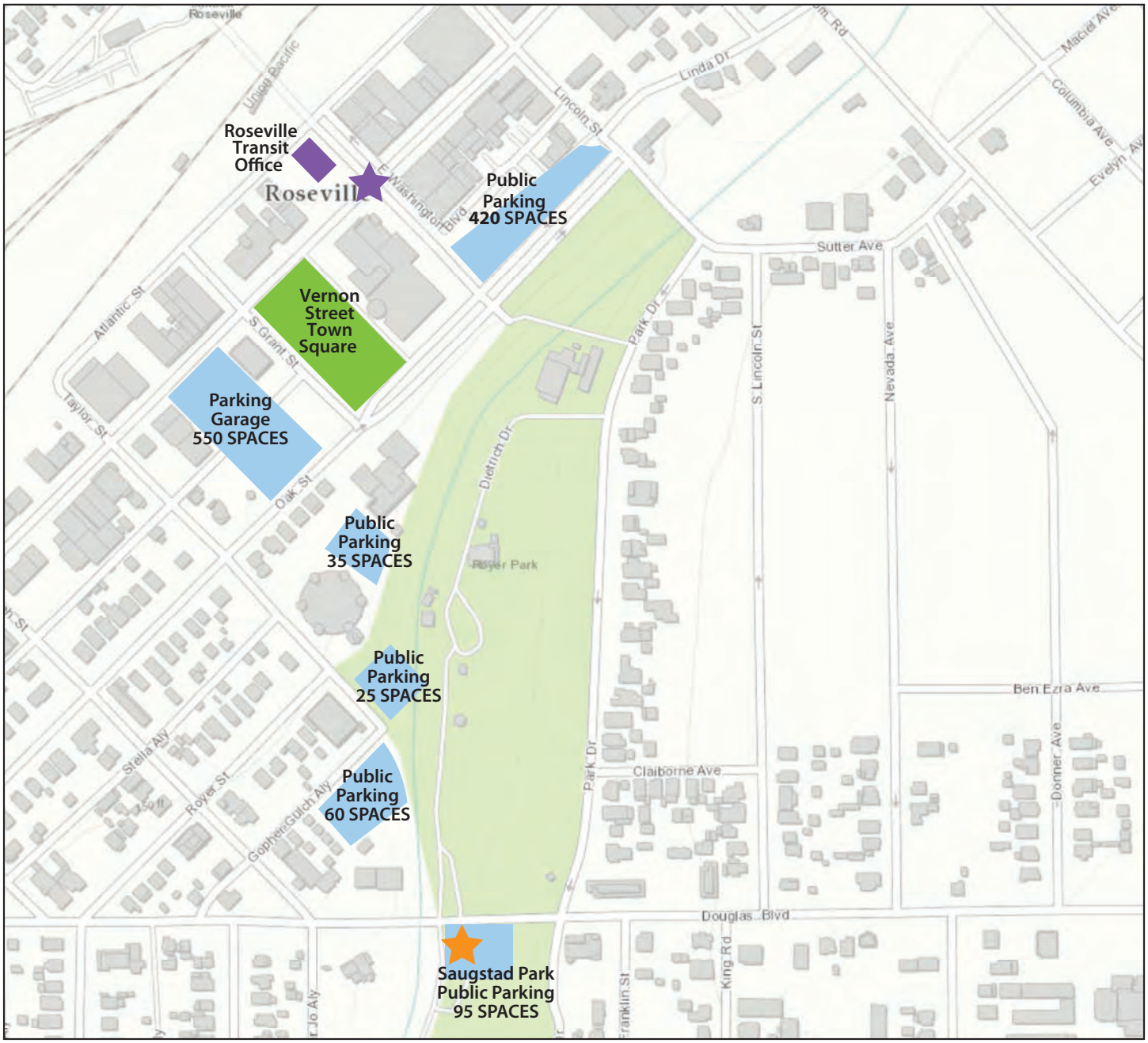


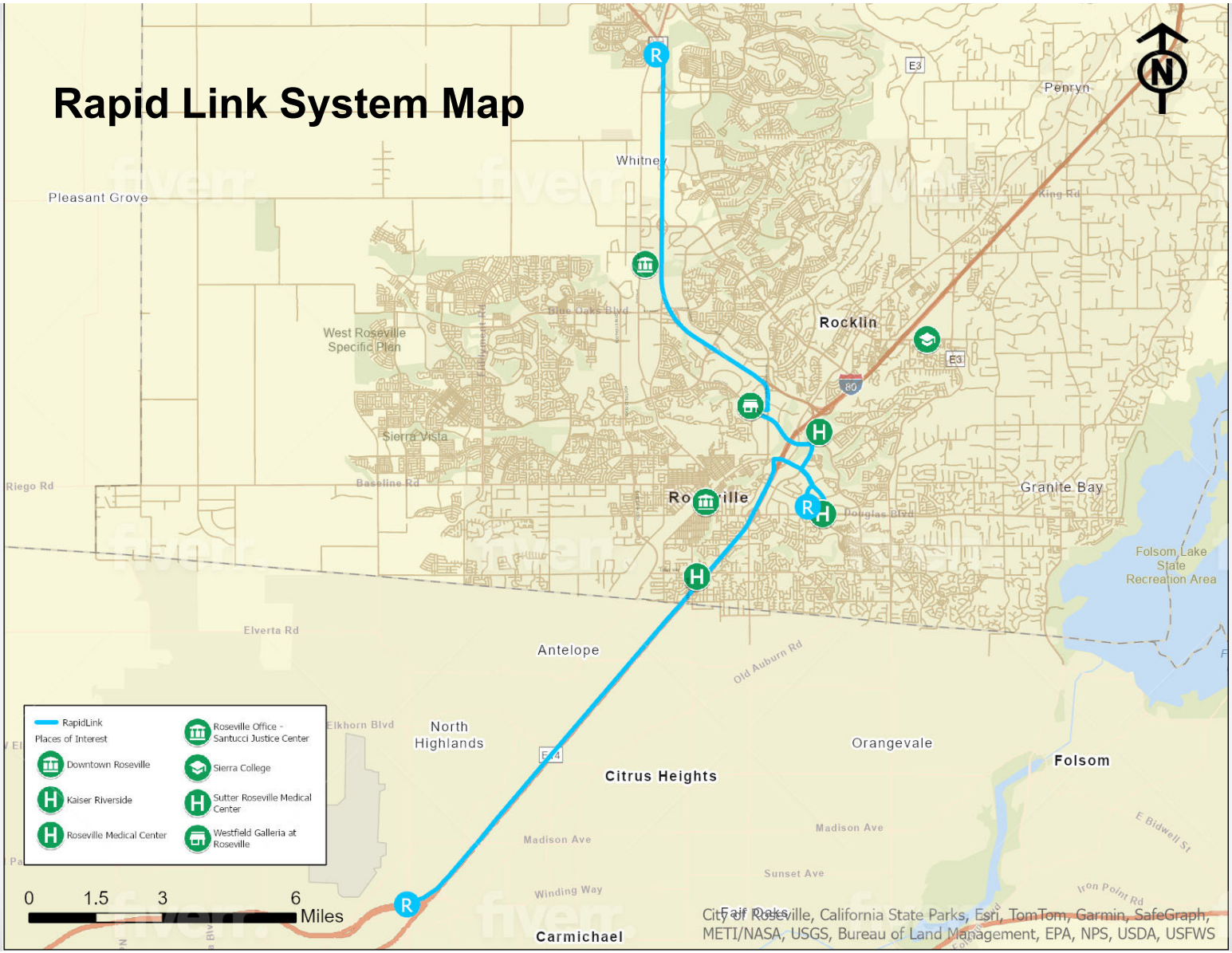
GAME DAY EXPRESS

Downtown Roseville

★ Game Day Express stop
Civic Center Transfer Point adjacent to 311 Vernon Street

Free Public Parking




Rapid Link System Map
Pleasant Grove
Whitney
Penryn
King Rd
West Roseville Specific Plan
Blue Oaks Blvd
Rocklin
E3
80
Sierra Vista
Riego Rd
Baseline Rd
Granite Bay
Douglas Blvd
Folsom Lake State Recreation Area
Elverta Rd
Antelope
Old Auburn Rd
Elkhorn Blvd
North Highlands
Orangevale
Folsom
Citrus Heights
Madison Ave
E Bidwell St
Sunset Ave
Winding Way
Iron Point Rd
Fair Oaks
Carmichael
RapidLink
Places of Interest
Downtown Roseville
Kaiser Riverside
Roseville Medical Center
Roseville Office - Santucci Justice Center
Sierra College
Sutter Roseville Medical Center
Westfield Galleria at Roseville
0 1.5 3 6
Miles
City of Roseville, California State Parks, Esri, TomTom, Garmin, SafeGraph, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, USDA, USFWS

Agenda Item No.	Board Meeting Date	Open/Closed Session	Information/Action Item	Issue Date
8	10/26/09	Open	Action	10/19/09

Subject: Approving a Transfer Agreement with the City of Roseville

ISSUE

Whether or not to approve a Transfer Agreement with the City of Roseville.

RECOMMENDED ACTION

A. Adopt Resolution 09-10-____, Approving a Transfer Agreement with City of Roseville; and

B. Adopt Resolution 09-10____, Amending and Restating the Fare Structure for Fixed Route Service

FISCAL IMPACT

Net fiscal impact from this action is expected to be zero based upon reciprocal recognition of fare media and the assumption that passengers exiting the City of Roseville transit system and entering the RT system will be returning by exiting the RT system and entering the City of Roseville transit system.

DISCUSSION

On June 22, 2009, the Board delegated authority to the General Manager/CEO to execute a transfer agreement with City of Roseville, pending a final review by the City, based upon the description of the agreement in the issue paper.

On June 22, 2009, the RT Board also amended the RT fare structure to eliminate transfers, which required additional discussion with City of Roseville staff to incorporate into the pending agreement.

Due to a number of delays, the transfer agreement was not executed in June as expected and expired on June 30, 2009. RT and the City of Roseville have continued to honor the terms of the expired agreement while engaging in discussions to develop a new transfer agreement.

On September 14, 2009, the Board took action to authorize the General Manager/CEO to amend existing transfer agreements with RT's transfer partners as necessary to conform to the Board action on June 22, 2009 to eliminate transfers from the RT fare structure effective September 1 2009, and, in the case of the City of Roseville, to execute an agreement in accordance with the delegation of authority given at the June 22, 2009 meeting and the decision to eliminate transfers

However, when implementation of the elimination of transfers was imminent, the City of Roseville asked that RT accept the daily or monthly pass issued by the City of Roseville as fare on the RT

Approved: Presented:

General Manager/CEO Chief Financial Officer

C:\Temp\XPGrpWise\10-26-09 Approving a Transfer Agreement with City of Roseville.do

Agenda Item No.	Board Meeting Date	Open/Closed Session	Information/Action Item	Issue Date
8	10/26/09	Open	Action	10/19/09

Subject: Approving a Transfer Agreement with the City of Roseville

system at the Louis & Orlando Transit Center, the primary point of transfer between systems, to accommodate passengers who would have used an RT transfer at this location to move between systems. This new agreement falls outside of the specific authority granted in the action of the Board on September 14, 2009.

The Board, at this time, is being asked to approve a new transfer agreement with the City of Roseville The new agreement will provide for reciprocal acceptance of daily, semi-monthly and monthly fare media at the Louis/Orlando transfer station only with no reimbursement to either party. Each party will endeavor to track use of the other party's media to determine whether there is lopsided use. All other language pertaining to transfers will be deleted. In addition, the new agreement will contain changes to the approval process for routing within RT boundaries, a change to the termination provision from 60 to 90 days advance notice and a record retention requirement. In all other respects, the agreement is the same as the recently-expired transfer agreement.

Staff seeks approval of the Transfer Agreement with the City of Roseville. In addition, approval of the transfer agreement requires amendment of the fare structure to recognize the City of Roseville's daily, semi-monthly and monthly pass at the Louis & Orlando station.

The Fare Structure for Fixed Route Service has been separately amended several times since 2007; staff seeks approval of a restatement of the Fare Stucture consolidating these accumulated changes, as well as the language needed to facilitate the Transfer Agreement.

RESOLUTION NO. 09-10-0173

Adopted by the Board of Directors of the Sacramento Regional Transit District on this date:

October 26, 2009

APPROVING A TRANSFER AGREEMENT WITH THE CITY OF ROSEVILLE

BE IT HEREBY RESOLVED BY THE BOARD OF DIRECTORS OF THE SACRAMENTO REGIONAL TRANSIT DISTRICT AS FOLLOWS:

THAT, the Transfer Agreement between the Sacramento Regional Transit District and the City of Roseville, is hereby approved.

THAT, the Chair and the General Manager/CEO or his designee are hereby authorized to execute said Agreement.

STEVE COHN, Chair

A T T E S T:

MICHAEL R. WILEY, Secretary

By: Cindy Brooks
Cindy Brooks, Assistant Secretary

09100173

TRANSFER AGREEMENT BETWEEN
CITY OF ROSEVILLE AND
SACRAMENTO REGIONAL TRANSIT DISTRICT

THIS AGREEMENT is made and entered into on January 29, 2014, by and between the **CITY OF ROSEVILLE**, a municipal corporation, hereinafter referred to as "CITY," and **SACRAMENTO REGIONAL TRANSIT DISTRICT**, a public corporation, hereinafter referred to as "RT."

WITNESS

WHEREAS, CITY provides intercity transit service and commuter service, under an agreement with an independent contractor which operates between CITY's jurisdictional boundaries and RT's activated boundaries; and

WHEREAS, CITY's local service has a connection with RT service at the Louis/Orlando Transfer Point; and

WHEREAS, CITY's Roseville Commuter Service, which provides express bus service between the City of Roseville and the Central City portion of the City of Sacramento, was authorized by RT to operate within RT's activated boundaries on January 28, 1991, by Resolution No. 91-1376; and

WHEREAS, on December 13, 1995 RT and CITY entered into a transfer agreement to: (1) allow CITY to issue RT transfers to passengers on CITY's intercity and commuter bus service, (2) allow CITY to accept RT transfers and daily passes as proof of fare payment on CITY's intercity service, and (3) establish a mechanism for reimbursement between the parties for allowing passengers to transfer between RT and CITY transit services;

WHEREAS, the parties desire to enter into a new agreement with respect to transfers between the two transit systems, which agreement will reflect RT's recent elimination of "transfers" as valid fare media; and

WHEREAS, the City of Roseville, a municipal corporation, has authorized the execution of this Agreement in duplicate by its Interim City Manager and attested to by its City Clerk under the authority of Resolution No. 14-29, adopted by the Council of the City of Roseville on January 15, 2014.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE CONDITIONS AND PROMISES HEREINAFTER SET FORTH, RT AND CITY DO MUTUALLY AGREE AS FOLLOWS:

1. TERM. This Agreement is effective as of September 1, 2009, and continues in full force and effect until either party terminates this Agreement in the manner provided in Article 12.

2. RT DAILY AND MONTHLY PASSES. CITY will accept RT daily passes and RT monthly and semi-monthly passes as valid proof of payment on CITY's intercity bus service at the Louis/Orlando transfer point, but will not accept RT daily and monthly passes at any other location. CITY will endeavor to track manually and/or electronically the number of times CITY accepted an RT daily or monthly pass as proof of fare payment on CITY's intercity bus service each fiscal year and will make this information available to RT upon request.

3. CITY DAILY AND MONTHLY PASSES. RT will accept CITY daily and monthly passes as valid proof of payment on RT's service at its connection with CITY's fixed route service at the Louis/Orlando transfer point, but will not accept CITY daily and monthly passes at any other location. No reimbursement will be due or payable to RT as a consequence of RT's acceptance of such fare media. RT will endeavor to estimate the number of times RT accepted a CITY daily or monthly pass as proof of fare payment to RT each fiscal year and will make this information available to CITY upon request.

4. ALLOCATION OF DAILY AND MONTHLY PASS REVENUES. No revenue will be exchanged for each party's acceptance of the other party's daily, semi-monthly or monthly passes. Each party is entitled to keep all revenue generated from the sale of such passes.

5. RT BUS AND LIGHT RAIL TIMETABLE. At CITY's request, RT will include up to 10 pages of CITY transit service schedules in RT's Bus and Light Rail Timetable Book, which is published biannually. CITY will send to RT the schedule information and related art work at least 60 days prior to the next scheduled printing of Bus and Light Rail Timetable Book. CITY must pay RT the costs to include CITY schedule information based on RT's actual per page printing costs. RT will submit a written invoice to CITY for CITY's share of printing costs and CITY must pay the invoice no later than 30 days from the date of receipt.

6. CITY ROUTING WITHIN ACTIVATED RT BOUNDARIES

A. Subject to the provisions of paragraphs B. through D., below, CITY is hereby authorized to operate bus service and allowing passengers to board and disembark at bus stops used by CITY within RT's activated boundaries as of the date of this Agreement, in accordance with list and depiction of current bus routes and stops in the attached Exhibit A.

B. CITY must obtain prior approval from RT before providing CITY bus service over any new route or portion thereof that traverses or enters the activated boundaries of RT, or to establish a new bus stop along an existing route.

C. To obtain approval for new bus service or a new bus stop, CITY must submit a written request directed to the party designated by RT for receipt of notices in accordance with Article 16, below. RT's will respond to CITY's request within 30 days of receipt by RT. If RT approves the request for a new route or bus stop, and CITY will execute an amended Exhibit A showing the new route or stop. RT's General Manager/CEO or his/her designee will execute Exhibit A on behalf of RT. The amended Exhibit A will include the date of the revision and shall be incorporated into this Agreement by reference as of the date the amended Exhibit A is approved by both parties.

D. CITY may not claim or use any transportation funds apportioned to the County of Sacramento for allocation, pursuant to the Mills-Alquist Deddah Act, for fixed route transit service provided by CITY within RT's activated boundaries.

E. RT may not claim or use any transportation funds apportioned to the County of Placer for allocation, pursuant to the Mills-Alquist Deddah Act, for fixed route transit service provided by RT within CITY's boundaries.

7. BUS STOPS. For existing CITY transit service, and for any new service approved by RT as set forth in Article 6, CITY may use RT bus stops for CITY service. City may place a removable decal, other non-permanent logo or CITY sign on RT transit stop signs, poles or shelters, as appropriate, to indicate CITY transit service at the stop in question. Placement of the decal, logo, or sign must be such that it does not cover the RT logo or other route information then existing on the transit stop sign, pole or shelter.

8. TELEPHONE INFORMATION. Both parties will provide telephone information service that serves the public and provides for information and/or referrals concerning the routing and associated schedules for both RT and CITY transit service.

9. TERMINATION

A. For Convenience: Either party may terminate this Agreement for its convenience by giving the other party written notification of said termination not less than 90 calendar days prior to the date of termination specified in the notice and in the manner provided in Article 16.

B. Upon Service Changes: If CITY's Roseville Intercity Service and/or Roseville Commuter Service is changed so that CITY's transit service and RT service do not have a service stop in common, then this Agreement will terminate effective upon the date service is so changed, unless the parties mutually agree in writing to continue this Agreement in effect notwithstanding the service change.

10. RELATIONSHIP BETWEEN PARTIES. Nothing herein will be construed to create, nor do the parties intend to create by the terms hereof, any contractual or other relationship, whether expressed or implied, of joint power, joint venture, partnership, principal/agent, independent contractor, master/servant, or otherwise that would result in either party hereto being financially or otherwise responsible in whole or in part for bodily injury, death or property damage occurring as a proximate result of an act or omission

arising out of the performance of this Agreement or the provision of transit service by the other party. The imposition of such responsibility upon either party will be sufficient grounds for RT or CITY to terminate this Agreement upon giving written notice thereof to the other in the manner provided in Article 16.

11. INDEMNIFICATION. Each party will assume responsibility and liability for, and each party will indemnify and hold harmless the other party, including its officers, agents, servants or employees, from and against any and all claims, loss, damage, charge or expense, whether direct or indirect, real or illusory, to which the other party, including its officers, agents, servants and employees, may be put or subjected, by reason of any damage, loss or injury of any kind or nature whatever to persons or property caused by or resulting from or in connection with any negligent act or action, or any negligent omission or failure to act when under a duty to act on the part of the indemnifying party and/or that party's officers, agent, servants, employees or subcontractors in its or their performance hereunder.

12. WORKER'S COMPENSATION INSURANCE. Both parties to this Agreement understand and acknowledge that this Agreement is not a contract of employment between RT and CITY or between RT and any agents, officers or employees of any third party or third party operator under contract with the CITY to provide CITY transit service. RT is not liable for any worker's compensation or any other benefits accruing under any federal or state law or acts to any employee or employees employed by the CITY or by a third party or third party operator in connection with the provision of CITY transit service. CITY is not liable for any worker's compensation or other benefits accruing under any federal or state law or acts to any employee or employees employed by RT or by a third party or third party operator in connection with the provision of RT transit service.

13. FEDERAL, STATE AND LOCAL LAWS. Each party warrants and covenants that it will fully comply with all applicable federal, state and local laws and ordinances, and all lawful orders, rules and regulations issued by any authority with jurisdiction over any aspect of the provision of RT or CITY transit service.

14. NONDISCRIMINATION. In connection with the performance of this Agreement, neither party may discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, marital status, age, disability, or national origin or ancestry. Each party will take affirmative action to ensure that applicants are employed and that employees are treated equally during their employment without regard to their race, religion, color, sex, sexual orientation, marital status age, disability, or national origin or ancestry. Such action includes, but is not limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other form of compensation; and selection for training, including apprenticeship. Neither party may discriminate against any passenger or patron because of race, religion, color, sex, sexual orientation, marital status, age, disability, or national origin or ancestry.

15. OBLIGATION TO PROVIDE TRANSIT SERVICE. Nothing herein will be construed to require or to create an enforceable right in either party to require the other to provide a specified level or configuration of transit service during the term of this Agreement.

16. NOTICES. All notices and other communications under this Agreement must be in writing and will be deemed to have been duly given (i) on the date of delivery, if delivered personally to the party to whom notice is given, or if made by telecopy directed to the party to whom notice is to be given at the telecopy number listed below, or (ii) at the earlier of actual receipt or the second business day following deposit in the United States mail, postage prepaid. Notices and other communications must be directed to the parties at the addresses shown below. A party may change its person designated to receive notice, its telecopy number, or its address from time to time by giving notice to the other party in accordance with the procedures set forth in this Article.

TO RT: Sacramento Regional Transit District
Attn: Chief Financial Officer
PO Box 2110
Sacramento CA 95812-2110
Fax: (916) 444-3135
Email: dbrookshire@sacrt.com

TO CITY: City of Roseville
Attn: Alternative Transportation Manager
401 Vernon Street
Roseville, CA 95678
Fax: (916) 746-1333
Email: mwixon@roseville.ca.us

Any party desiring to change its address for notice must do so by giving notice as set forth herein. Notice by email will be valid only if the sending party has actual knowledge that the individual recipient continues to be employed by the recipient party.

17. RECORDS. RT and CITY must maintain books, records, documents, and other evidence directly pertinent to this Agreement. The parties or their designees will be allowed to review each party's records at reasonable times.

18. FEDERAL GRANT CONDITIONS. Operation of RT's service is subject to a financial assistance contract between RT and the U.S. Department of Transportation, Federal Transit Administration (FTA). Both parties will comply with all terms and conditions respectively that may be required of them by virtue of that fact.

19. NON-LIABILITY OF FTA OR FEDERAL GOVERNMENT. Neither the FTA, nor any other branch or agency of the federal government, its employees, agents or officers, are obligated or liable to any person or organization other than RT by virtue of the execution of this Agreement.

20. SEVERANCE. If any provision of this Agreement is held invalid, the remainder of this Agreement will not be affected thereby, and such remainder will then continue to conform to the terms and requirements of applicable law.

21. PROHIBITED INTERESTS. No member, officer or employee of RT or CITY may, during their tenure or for one year thereafter, have any interest, direct or indirect, in this Agreement or its proceeds.

22. GOVERNING LAW. The interpretation and enforcement of this Agreement is governed by the laws of the State of California, the State in which this Agreement was signed.

23. MODIFICATION. No waiver, alteration, modification or termination of this Agreement is valid unless made in writing and signed by the authorized parties hereof.

24. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which is deemed to be an original, but all of which together constitutes but one and the same instrument.

25. CAPTIONS. The headings or captions to the Articles of this Agreement are not a part of this Agreement and have no effect upon the construction or interpretation of any part thereof.

26. INTEGRATION. This Agreement embodies the entire agreement of the parties in relation to the scope of services herein described, and no other agreement or understanding, verbal or otherwise, exists between the parties.

///

///

IN WITNESS WHEREOF, the parties entered into this Agreement on the day and year first hereinabove appearing.

CITY OF ROSEVILLE

By: _____
RAY KERRIDGE
City Manager

SACRAMENTO REGIONAL TRANSIT DISTRICT

By: _____
PHILLIP R. SERNA, Chair

By: _____
MICHAEL R. WILEY
General Manager/CEO

ATTEST:

By: _____
SONIA OROZCO
City Clerk

Approved as to Content.

By: _____
DEE BROOKSHIRE
Chief Financial Officer

Approved as to Legal Form:

By: _____
BRITA BAYLESS
City Attorney

Approved as to Legal Form:

By: _____
BRUCE A. BEHRENS
Chief Legal Counsel

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RESOLUTION NO. 14-28

APPROVING A TRANSFER AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND SACRAMENTO REGIONAL TRANSIT DISTRICT AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Transfer Agreement, by and between the City of Roseville and Sacramento Regional Transit District, 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 15th day of January, 2014, by the following vote on roll call:

AYES COUNCILMEMBERS: Roccucci, Herman, Garcia, Gore, Rohan

NOES COUNCILMEMBERS: None

ABSENT COUNCILMEMBERS: None

MAYOR

ATTEST:

City Clerk

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

ATTEST:
City Clerk of the City of Roseville, California

DEPUTY CLERK

09-10-0173

REGIONAL TRANSIT MEMO

DATE: October 18, 2016

TO: Henry Li, General Manager/CEO

THRU: Laura Ham, VP of Accountability & Performance

FROM: Sarah Poe, Assistant Planner

SUBJ: Roseville Transit - City of Roseville – Service Request

On September 23, 2016, RT Planning staff received notification that the City of Roseville (CITY) is requesting to operate additional bus service from Roseville to the new Golden 1 Center in downtown Sacramento. According to RT's current transfer agreement with the CITY, the CITY is required to obtain prior approval from RT before providing CITY transit service over any new route or portion thereof that traverses or enters the activated boundaries of RT[1].

Roseville City Council voted to approve the addition of the 'Game Day Express' bus service, which provides direct Roseville Transit routes for area fans to travel from downtown Roseville to home games at the Golden 1 Center in downtown Sacramento.

In accordance with the Service Request Process, Planning staff has circulated this request to appropriate staff members for input. The additional bus service from Roseville to downtown Sacramento has been reviewed with no operational issues identified. RT Legal staff has provided comments pertaining to charter service regulations, and they will continue to work with CITY staff to make necessary adjustments in order to remain in compliance.

Your signature below will approve the CITY's request for additional service to the Golden 1 Center. The approval will be contingent upon confirmation of compliance with federal rules and regulations such as charter service regulations. This approval may be revoked if a violation of compliance with federal rules and regulations is identified and appropriate corrective action is not immediately pursued.

Approved by:

Henry Li
General Manager/CEO

10/18/16
Date

[1]Roseville Transfer Agreement. Resolution xx-xx-xxxx. Section 10B.

I:\PL\Service\Agreements\Roseville\2016 Service Request\Roseville Memo for Approval_draft.doc

REGIONAL TRANSIT MEMO

DATE: September 26, 2016

TO: John Darragh, Director of Transportation
William Welch, Transportation Superintendent
Bryon Lashley, Transportation Superintendent
Doug Cook, Transportation Superintendent
Mike Fitzpatrick, Director of Scheduling
Janice Labrado, Accessible Services Administrator
Robert Hendrix, Facilities Supervisor

FROM: Sarah Poe, Assistant Planner

SUBJ: Roseville Transit – City of Roseville – Service Request

On September 23, 2016, RT Planning staff received formal notification that the City of Roseville (CITY) is requesting to operate additional bus service from Roseville to the new Golden 1 Center in downtown Sacramento. According to RT's current transfer agreement with the CITY, the CITY is required to obtain prior approval from RT before providing CITY transit service over any new route or portion thereof that traverses or enters the activated boundaries of RT[1].

Roseville City Council voted to approve the addition of the Game Day Express bus service, which will provide direct Roseville Transit routes for area fans to travel from downtown Roseville to home games at the new Golden 1 Center in downtown Sacramento.

In accordance with the Service Request Process, Planning staff is circulating this request to appropriate staff members for input. To begin the review process for the service request, please review the proposed service as described by the CITY (Attachment 1). In your review, please consider RT's current level of service, and any upcoming service plans that may be implemented in the near future for any potential conflicts. Please note that CITY claims that will not be using any RT stops.

Please provide comments to me at spoe@sacrt.com or to Greta Vohlers at gvohlers@sacrt.com by October 5, 2016.

To complete the Service Request Process, this information will also be communicated to the Service Efficiency Review Committee (SERC) via e-mail for input; however, if there are additional staff members not included in SERC that should be alerted to these proposed changes, please feel free to pass along the information and include their input with your response.

[1]Roseville Transfer Agreement. Resolution xx-xx-xxxx. Section 10B.

I:\PL\Service\Agreements\Roseville\2016 Service Request\draft Service Request Memo.doc

If you have any questions, please relay them to me immediately so that Planning staff can forward these inquiries to the CITY. RT must provide a final response to this request within 30 calendar days of the date of the receipt.

Thank you for your assistance and cooperation.

cc:

Laura Ham, VP of Accountability & Performance
Neil Nance, VP of System Development
Greta Vohlers, Principal Planner
James Drake, Service Planner
SERC members

CITY OF ROSEVILLE CALIFORNIA

Public Works
Alternative Transportation
401 Vernon Street
Roseville, California 95678-2649

September 23, 2016

Henry Li, General Manager/CEO
Sacramento Regional Transit
P.O. Box 2110
Sacramento, CA 95812-2110

Subject: Proposed Additional Transit Services

Dear Mr. Li,

Pursuant to the Transfer Agreement between the City of Roseville and Sacramento Regional Transit (SacRT), I am pleased to share with you our proposed plan to implement a new pilot program for additional transit service between the City of Roseville and the Golden 1 Center (G1C) in downtown Sacramento.

Identified Need for Service: The proposed service is in response to interest expressed by members of the public to the City of Roseville for service to the Golden 1 Center (G1C). There appears to be need for such a service. There is service to the Watt/I-80 light rail station where passengers are able to transfer to the Placer County Transit (PCT) bus service to reach the Louis/Orlando Transfer Point or the Galleria Transfer Point (both within the City of Roseville), however, the PCT service does not travel later in the evening or on week-ends. Likewise, the Capitol Corridor train service does not run late enough week-day evenings or on week-ends to serve G1C events ending later in the evening. We understand that SacRT is also making efforts to provide service to the G1C. Roseville's express service to the G1C will supplement the services identified above.

Proposed Service: On September 7, 2016 the Roseville City Council authorized staff to offer up to two (2) buses to transport passengers from Roseville to the G1C for Sacramento Kings games. We will use commuter buses each able to accommodate approximately 38 seated passengers (capacity will vary based on wheelchair securements), for a total limit of approximately 76 passengers. The service would coincide with Kings home basketball games (41 games in 2016-2017 season, plus playoffs). We are not proposing service to any additional events at G1C during the duration of the pilot program.

Bus Stop and Layover Location: We are in the process of finalizing an agreement with the City of Sacramento to use two (2) bus parking slots in the bus parking area of the Sacramento Amtrak station, near the Sacramento Valley Station. The designated parking spaces will be used as the passenger drop off and pick up location, and as a bus layover area with the buses remaining parked in the designated slots until the end of the basketball games. This location was selected to avoid potential conflicts associated with street closures and traffic near the G1C. This service will not use any SacRT stops.

(916) 774-5293 • (916) 746-1333 *Fax* • (916) 774-5220 *TDD* • transportation@roseville.ca.us • www.roseville.ca.us/transportation

Route: We will use Highway 160 to reach the Amtrak station bus parking lot. For the return trip, we will proceed to 16th Street for a return via Highway 160. This route has been selected in conversations with the City of Sacramento Police Department to avoid I-5 and stay north of the busier areas around the G1C.

As noted above, this is a pilot program. We will be monitoring the service during the season and reporting back to the City Council. If modifications to the bus stop location, route or frequency of service are made during or after the season, we will provide prior notification to you of any such changes.

Pursuant to the Transfer Agreement, please let us know if you have any questions or comments regarding this valuable service between our communities. I can be reached at (746-1304).

Sincerely,

Michael Dour
Alternative Transportation Manager

cc: Greta Vohlers, Principal Planner, Sacramento Regional Transit
Rhon Herndon, Public Works Director, City of Roseville
Eileen Bruggeman, Alternative Transportation Analyst, City of Roseville

City Council Communication

Meeting Date: 8/19/2026
Item #: VI.3
File #: 0800-02
Item ID: 2026-590

Title:	The Association of California Water Agencies' Vision for Our Water Future - Resolution of Support
Contact:	Sarah Starr 916-774-5767 sastarr@roseville.ca.us

SUMMARY

Staff recommends approval of a resolution in support of The Association of California Water Agencies' Vision for Our Water Future. The Association of California Water Agencies' Vision for Our Water Future Resolution is a statewide initiative that brings together water leaders and business organizations to elevate water as a top priority for California's next Administration through a unified agenda for safe, reliable and affordable water. There is no fiscal impact to the City.

RECOMMENDATION

Staff recommends that the City Council adopt the attached resolution in support of The Association of California Water Agencies' Vision for Our Water Future.

BACKGROUND

The Vision for Our Water Future (Vision) policy framework outlines practical, solutions-focused actions to strengthen California's water system. Local water agencies understand firsthand the importance of reliable and resilient water supplies for the people, businesses and ecosystems they serve. With increasing challenges from more extreme weather, aging infrastructure, and growing demand, strong statewide leadership, partnership and coordination is critical.

The Vision calls on state leaders to:

- Elevate water as a statewide priority through sustained leadership and coordinated action.
- Ensure safe and reliable water remains affordable through stable funding partnerships and streamlined investment delivery.
- Strengthen and modernize California's water infrastructure, including both built and natural systems.
- Improve regulatory, operational and scientific frameworks to support efficient project delivery and adaptive water management.

These priorities closely align with Roseville's long-standing advocacy on water affordability, infrastructure funding, regulatory certainty, operational flexibility, and regional water reliability. Environmental Utilities' Director, Sean Bigley, provided notable leadership in the development of the Vision policy framework through the Association of California Water Agencies (ACWA)'s General Manager/Director working group. Additionally, ACWA's effort has now transitioned into advisory work groups that will work to develop the Vision's detailed recommendations. Roseville's Environmental Utilities Department managers are key contributors to these work groups.

The City is well positioned to help advance the Vision initiative. Water is the foundation upon which California is built and having a safe, reliable, and affordable water supply is one of the most important investments California can make. By adopting this resolution in support of the Vision, the City would formally support this statewide effort and continue engaging with ACWA and other partners to advance priorities directly relevant to Roseville's utility operations, customers, and long-term water reliability.

FISCAL IMPACT

The resolution in support has no fiscal impact to 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. Adoption of this resolution meets the above criteria and is not subject to CEQA. No additional environmental review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

1. Ensure a safe and healthy community
6. Deliver exceptional City services

Respectfully Submitted,
Sarah Starr, Government Relations Representative

Sean Bigley, Environmental Utilities Director

ATTACHMENTS:

1. Resolution 26-310

REVIEWERS:

Sarah Starr, Environmental Utilities Department - Strategic Affairs Division	Created/Initiated - 6/30/2026
Lanie Paquin, Environmental Utilities Department - Strategic Affairs Division	Approved - 6/30/2026
Brian Craighead, Environmental Utilities Department	Approved - 7/1/2026
Sean Bigley, Environmental Utilities Department - All	Approved - 7/1/2026
Kelly Aye, City Attorney Department	Approved - 7/9/2026
Katrina Six, City Clerk Department	Approved - 8/4/2026
Ryan DeVore, City Manager Department - Assistant City Manager	Approved - 8/4/2026
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 8/5/2026
Michelle Sheidenberger, City Attorney Department	Approved - 8/6/2026
Dominick Casey, City Manager Department - City Manager	Approved - 8/7/2026
Katrina Six, City Clerk Department	Final Approval - 8/10/2026

RESOLUTION NO. 26-310

RESOLUTION SUPPORTING VISION FOR OUR WATER FUTURE

WHEREAS, in April 2026, the Association of California Water Agencies ("ACWA") launched Vision for Our Water Future, a member-driven initiative to identify statewide water priorities to inform engagement with California's next Administration; and

WHEREAS, the Vision for Our Water Future priorities are a set of recommendations for the next governor, emphasizing the importance of strong leadership, sustainable investment and coordinated action across all levels of government to secure California's water future; and

WHEREAS, the first priority is to lead on water and elevate water as foundational to California's economy, agriculture, communities, environment and climate resilience through sustained leadership and coordinated state action; and

WHEREAS, the second priority is to ensure safe and reliable water remains affordable through sustained and predictable funding partnerships and streamlined investment delivery; and

WHEREAS, the third priority is to strengthen and modernize California's water infrastructure, including both built and natural systems, to improve reliability and resilience; and

WHEREAS, the fourth priority is to improve regulatory, operational and scientific frameworks to enable efficient project delivery and adaptive water management; and

WHEREAS, local water agencies play a critical role in delivering safe and reliable water supplies and are essential partners in implementing statewide solutions; and

WHEREAS, supporting the Vision for Our Water Future recommendations demonstrates a unified commitment to collaborative, science-based and practical policies that advance a secure and resilient water future for California's communities, farms, economy and environment;

NOW, THEREFORE IT IS HEREBY RESOLVED, ORDERED AND FOUND by the City Council of the City of Roseville, State of California, that the City of Roseville hereby expresses support for ACWA's Vision for Our Water Future recommendations and affirms its commitment to working collaboratively to advance reliable, affordable and resilient water supplies.

PASSED AND ADOPTED by the Council of the City of Roseville this ___ day of _____, 2026, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

City Council Communication

Meeting Date: 8/19/2026
Item #: VI.4
File #: 0800-03 & 0201-01
Item ID: 2026-650

Title:	Dry Creek Wastewater Treatment Plant Vactor Washout Station - Budget Adjustment
Contact:	Kyle Drury kjdrury@roseville.ca.us

SUMMARY

Staff recommends approval of a budget adjustment for the existing Dry Creek Wastewater Treatment Plant Vactor Washout Station Project in the amount of $703,030 using available resources in the Water Rehabilitation Fund and Wastewater Rehabilitation Fund. The additional requested funds will be used to complete the project by improving the soil disposal area at the vactor station.

RECOMMENDATION

Staff recommends that the City Council adopt an ordinance approving a budget adjustment that will appropriate $471,030 from the Wastewater Rehabilitation Fund and $232,000 from the Water Rehabilitation Fund to the Dry Creek Wastewater Treatment Plant Vactor Washout Station Project for a total budget adjustment of $703,030.

BACKGROUND

The project involves designing and constructing an improved vactor washout station at the Dry Creek Wastewater Treatment Plant to be used by both the Environmental Utilities (EU) Wastewater Collection and Water Distribution teams. The Wastewater Collections construction team has replaced the current unpaved, poorly lit temporary area used for vactor truck washouts with a new concrete drainage structure allowing for improved drainage, and water and soil separation system, and enhanced lighting for safety.

The additional requested funds will be used to complete the project by improving the soil disposal area at the vactor station. This portion of the project will include off-hauling of soil and grading of the existing vactor spoils pit to provide space for approximately 12,000 cubic yards of future vactor station spoils storage.

These upgrades enhance operational efficiency, safety, and environmental compliance for both the Water and Wastewater utilities.

FISCAL IMPACT

The existing project budget is $920,000. The requested budget adjustment of $703,030, with 67% ($471,030) funded by the Wastewater Rehabilitation Fund and 33% ($232,000) funded by the Water Rehabilitation Fund, will be used to cover the cost of engineering consultant services for design and bid preparations, estimated construction costs for the grading of the vactor pit and paving the station area, testing and inspection services by on-call consultants, and secondary labor of City staff. The requested

budget adjustment will increase the total project budget to $1,623,030. Existing resources within the Wastewater Rehabilitation Fund and Water Rehabilitation Fund are available to fund the requested budget adjustments.

ENVIRONMENTAL REVIEW

The proposed action is a budget adjustment to project approved in 2024. A Class 1 Exemption was prepared for the project at that time. 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 budget adjustment would result in no changes to the project, so meets the above criteria and is not subject to CEQA. No additional environmental review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

1. Ensure a safe and healthy community
4. Invest in well-planned infrastructure and growth
6. Deliver exceptional City services

Respectfully Submitted,
Kyle Drury, Senior Engineer

Sean Bigley, Environmental Utilities Director

ATTACHMENTS:

1. Ordinance 7097

REVIEWERS:

Kyle Drury, Environmental Utilities Department - Wastewater	Created/Initiated - 7/21/2026
Tracie Mueller, Environmental Utilities Department - Wastewater	Approved - 7/21/2026
Devin Whittington, Environmental Utilities Department	Approved - 7/22/2026
Sean Bigley, Environmental Utilities Department - All	Approved - 7/23/2026
Kelly Aye, City Attorney Department	Approved - 8/4/2026
Katrina Six, City Clerk Department	Approved - 8/5/2026
Ryan DeVore, City Manager Department - Assistant City Manager	Approved - 8/5/2026
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 8/6/2026
Michelle Sheidenberger, City Attorney Department	Approved - 8/6/2026
Dominick Casey, City Manager Department - City Manager	Approved - 8/7/2026
Katrina Six, City Clerk Department	Final Approval - 8/10/2026

ORDINANCE NO. 7097

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2026-27 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 2026-27, is hereby amended as listed on the attached budget adjustment for the Dry Creek Wastewater Treatment Plant Vactor Washout Station project.

SECTION 2. This ordinance is hereby declared to be an appropriation measure, immediately effective pursuant to the provisions of Section 5.03 of the Charter.

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

PASSED AND ADOPTED by the Council of the City of Roseville, this _____day of_____, 2026, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

REQUEST FOR BUDGET ADJUSTMENT

Updated 06/03/2026

Please complete the cells highlighted in yellow.

REQUESTER NAME & TITLE:	Kyle Drury, Principal Engineer	FISCAL YEAR:	2026-27
PREPARER NAME & TITLE:	Deanne Garcia, EU Business Analyst	ORDINANCE:	
DEPARTMENT/DIVISION:	EU/Wastewater		

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
6130	6587	84001	500146	232,000	Increase Capital Outlay - CIP Projects budget for project #500146 Vactor Washout Station
6230	6587	84001	500146	471,030	Increase Capital Outlay - CIP Projects budget for project #500146 Vactor Washout Station
EXPENDITURES/EXPENSES/TRANSFERS OUT TOTAL				703,030	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
REVENUES/TRANSFERS IN TOTAL				-	

NET ADJUSTMENT	703,030	

FUND BALANCE

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project		
6130	3601	00000	000000	(232,000)	Decrease Water Rehabilitation Fund Balance
6230	3601	00000	000000	(471,030)	Decrease Wastewater Rehabilitation Fund Balance
	3601	00000	000000		
	3601	00000	000000		
	3601	00000	000000		
	3601	00000	000000		
FUND BALANCE TOTAL				(703,030)	

Justification for Budget Adjustment:

The Environmental Utilities Department is requesting a budget adjustment of $703,030 to increase the budget for the Vactor Washout Station Project (500146) to cover Engineering Consultant services for design and bid preparation, estimated construction costs for grading the vactor pit and paving the station area, testing and inspection services provided by on-call consultants, and City staff labor associated with project support and oversight.

The current project budget is $920,000. With this adjustment, the revised project budget will total $1,623,030. Adequate resources are available in both funds.

City Council Communication

Meeting Date: 8/19/2026
Item #: VI.5
File #: 0800-02
Item ID: 2026-613

Title:	Environmental Utilities Asset Management Program Roadmap – Professional Services Agreement
Contact:	Trent Johnson 916-746-1837 trentjohnson@roseville.ca.us

SUMMARY

Staff recommends approval of a professional services agreement with Brown and Caldwell to provide a review and evaluation of the Environmental Utilities Department's existing Asset Management Program and to create a roadmap for future improvements in the amount of $289,885. Funding for this agreement is provided by the Environmental Utilities Asset Management Plan Project using funds from the Wastewater Regional Rehabilitation Fund and the Water Rehabilitation Fund.

RECOMMENDATION

Staff recommends that the City Council adopt a resolution approving the Professional Services Agreement with Brown and Caldwell for the Environmental Utilities Asset Management Program Roadmap in the amount of $289,885 and authorize the City Manager to execute it on behalf of the City of Roseville.

BACKGROUND

The Environmental Utilities Asset Management Program Roadmap Project was initiated when it was observed that the Environmental Utilities Department's existing Asset Management Program needed an overall review and update to current technologies to optimize asset performance, reliability, and longevity. The current system was initiated in the early 2000s and encompasses approximately 8,000 assets with approximately 26,000 work orders governing their maintenance and repair. Work includes preventative, reactive, predictive, project, and emergency maintenance. This project will aim to merge data from maintenance (Maximo), condition assessments, criticality studies, and CIP project modeling.

The project will include project management, a review of background documentation including interviews with key stakeholders (Water & Wastewater staff), a current state assessment, an online assessment, future state visioning, and a complete gap assessment.

At the completion of Phase I, the City will have the option to use Brown and Caldwell to help with Phase II to implement findings produced in Phase I for work not to exceed $500,000 per the Request for Proposals (RFP 08-165) used in the procurement phase for this proposed agreement. An amendment to this proposed agreement will need to be developed and approved by City Council prior to Brown and Caldwell proceeding on any Phase II work.

FISCAL IMPACT

The not-to-exceed amount of the Professional Services Agreement with Brown and Caldwell is $289,885. Funding for this agreement is provided by the Environmental Utilities Asset Management Plan Project, which was funded by the Wastewater Regional Rehabilitation Fund and the Water Rehabilitation Fund. This is, in part, a regional wastewater project. The Wastewater Regional Rehabilitation Fund will be

reimbursed for approximately 36 percent of the wastewater portion of the project's actual cost from the South Placer Wastewater Authority (SPWA) partners including the South Placer Municipal Utility District and Placer County.

ENVIRONMENTAL REVIEW

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

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

4. Invest in well-planned infrastructure and growth

Respectfully Submitted,
Trent Johnson, Environmental Utilities Maintenance Superintendent

Sean Bigley, Environmental Utilities Director

ATTACHMENTS:

1. Resolution 26-311
2. Professional Services Agreement

REVIEWERS:

Katherine Gettings, Environmental Utilities Department - Wastewater	Created/Initiated - 7/9/2026
Tracie Mueller, Environmental Utilities Department - Wastewater	Approved - 7/16/2026
Devin Whittington, Environmental Utilities Department	Approved - 7/22/2026
Sean Bigley, Environmental Utilities Department - All	Approved - 7/23/2026
Kelly Aye, City Attorney Department	Approved - 8/3/2026
Katrina Six, City Clerk Department	Approved - 8/4/2026
Ryan DeVore, City Manager Department - Assistant City Manager	Approved - 8/4/2026
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 8/6/2026
Michelle Sheidenberger, City Attorney Department	Approved - 8/6/2026
Dominick Casey, City Manager Department - City Manager	Approved - 8/7/2026
Katrina Six, City Clerk Department	Final Approval - 8/10/2026

RESOLUTION NO. 26-311

APPROVING A PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND BROWN AND CALDWELL, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Professional Services Agreement for the Environmental Utilities Asset Management Program Roadmap, by and between the City of Roseville and Brown and Caldwell, has been reviewed by the City Council; and

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

PASSED AND ADOPTED by the Council of the City of Roseville this ___ day of _____, 2026, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

PROFESSIONAL SERVICES AGREEMENT

Environmental Utilities Asset Management Program Roadmap

THIS AGREEMENT is made and entered into this____day of_____, 20_, by and between the City of Roseville, a municipal corporation ("CITY"), and Brown and Caldwell, a California corporation ("CONSULTANT"); and

W I T N E S S E T H:

WHEREAS, CITY desires professional services consisting of reviewing and evaluating the existing Asset Management Program RoadMap and to create a roadmap for future improvements.; and

WHEREAS, CONSULTANT has prepared a proposal dated April 7, 2026, which describes the scope of work to be performed by CONSULTANT, the budget for the work, and the schedule for performance of the work; and

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

NOW, THEREFORE, the parties agree as follows:

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

2. Compensation. For its services provided hereunder, CONSULTANT shall be compensated on a time and expense basis in accordance with the budget estimate as described in

EXHIBIT "B," attached hereto and incorporated herein by this reference. Total compensation shall not exceed two hundred eighty-nine thousand, eight hundred eighty-five dollars ($289,885.00).

CONSULTANT shall submit one monthly invoice for its services. Such invoices shall be delineated by task, the person performing the services, and the hourly rate, which shall be stated in time increments of not greater than one tenth (1/10) hours. CITY shall pay invoices within thirty (30) days after receipt, if the services specified in the invoice have been satisfactorily completed.

3. Indemnification. To the fullest extent allowed by law, CONSULTANT agrees to indemnify, including the cost to defend CITY, and its officers, agents, employees and volunteers from any claims, demands, costs or liability that arise out of, pertain to or relate to the negligence, recklessness, or willful misconduct of CONSULTANT and its agents in the performance of services under this contract, but this indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, arising from the sole negligence, willful misconduct or defects in design by CITY or the agents, servants, or independent contractors who are directly responsible to CITY, or arising from the active negligence of CITY. Notwithstanding any terms of this section, indemnification and defense obligations shall conform to California Civil Code Section 2782.8.

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

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

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

COVERAGE	LIMITS OF LIABILITY
Workers' Compensation	Statutory
Commercial General Liability	$1,000,000 each occurrence $2,000,000 aggregate Personal Injury: $1,000,000 each occurrence $2,000,000 aggregate
Automobile Liability	$1,000,000 combined single limit
Professional Liability (errors and omissions)	$1,000,000 per claim $2,000,000 aggregate
Cyber Liability Insurance (If related to information technology services)	$1,000,000 per claim

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

b. Additional Insureds. CONSULTANT shall also provide a separate endorsement form or section of the policy showing CITY, its officers, agents, employees and volunteers as additional insureds for each type of coverage, except for Workers' Compensation

Professional Liability and Cyber Liability Insurance. Such insurance shall specifically cover the contractual liability of CONSULTANT. The additional insured coverage under the CONSULTANT's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from CITY's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds.

Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater. Nothing in this section, however, requires CONSULTANT in the absence of litigation to reveal its Commercial General and/or Excess limits beyond where insurance limits are shown above in the Coverage Limits of Liability section.

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

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

e. Subcontractors. CONSULTANT agrees to include in its contracts with all subcontractors the same requirements and provisions of this Agreement, including the indemnity

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

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

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

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

provisions of this Agreement or law.

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

6. Time is of the Essence. Time is of the essence of this Agreement. CONSULTANT shall not be responsible for delays caused by circumstances beyond its reasonable control, including, but not limited to (1) strikes, lockouts, work slowdowns or stoppages, or accidents, (2) acts of God, (3) failure of City to furnish timely information, and (4) faulty performance or nonperformance by City, City's independent consultants or contractors, or by governmental agencies. CONSULTANT shall not be liable for damages arising out of any such delay, nor shall the CONSULTANT be deemed to be in breach of this Agreement as a result thereof.

7. Prevailing Wages. When applicable, for purposes of this Agreement, CONSULTANT and its subcontractors shall comply with all applicable prevailing wage laws, e.g., but not limited to, California Labor Code Sections 1770 et seq. In accordance with said

Section 1775, CONSULTANT shall forfeit as a penalty to the City two hundred dollars ($200) for each calendar day or portion thereof for each worker paid less than the prevailing rates for such work or craft in which such worker is employed for any work done on-site under the Agreement by CONSULTANT or by any subcontractor in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to said Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage shall be paid to each worker by CONSULTANT or the applicable subcontractor.

Pursuant to the provisions of California Labor Code Section 1773, the contracting department has identified the source, stated below, of the general prevailing rate of wages applicable to the site to be done, for straight time, overtime, and holiday work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type of worker concerned. These wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm.

Pursuant to Labor Code Section 1773.2, general prevailing wage rates set forth above, which forms a part of this Agreement, shall be posted by CONSULTANT at a prominent place at the work site. Prevailing wage rates to be posted at the work site will be furnished by the contracting department. The possibility of wage increases is one of the elements to be considered by CONSULTANT in determining its proposal and will not under any circumstances be considered as the basis of a claim against CITY or the Agreement.

8. Compliance with Laws. CONSULTANT shall comply with all federal, state and

local laws, ordinances and policies as may be applicable to the performance of services under this Agreement.

9. Ability to Perform. CONSULTANT agrees and represents that it has the time, ability and professional expertise to perform the services required under this Agreement in accordance with generally accepted engineering principles and practices in effect at the time services are rendered.

10. Public Contracts: Conflicts of Interest. CONSULTANT's duties and services under this Agreement shall not include preparing or assisting CITY with any portion of the CITY's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with CITY. CITY shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. CONSULTANT's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. CONSULTANT shall cooperate with CITY to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by CONSULTANT pursuant to this Agreement.

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

12. Assignment. CONSULTANT is employed to perform unique personal services. CONSULTANT shall not assign this Agreement without the prior written consent of CITY.

CONSULTANT shall not employ or otherwise incur any obligation to pay other specialists or experts for services in connection with this Agreement, without prior written consent of CITY.

13. Independent Contractor. CONSULTANT, inclusive of its agents, officers, employees, volunteers, independent contractors, and subcontractors, shall act as an independent contractor, and covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of CITY by reason of this Agreement.

CONSULTANT and CITY agree that: (a) CONSULTANT is free from the control and direction of CITY in connection with the performance of the work; (b) CONSULTANT is providing services directly to CITY; (c) CONSULTANT has and will maintain at all relevant times a business license; (d) CONSULTANT maintains a business location that is separate from CITY; (e) CONSULTANT is customarily engaged in an independently established business of the same nature as that involved in the work performed hereunder; (f) CONSULTANT actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from CITY; (g) CONSULTANT advertises and holds itself out to the public as available to provide the same or similar services; (h) CONSULTANT provides its own tools, vehicles, and equipment to perform the services; (i) CONSULTANT has negotiated its own rates; (j) CONSULTANT set its own hours and location of work in accomplishing CITY's on-call needs; and (k) CONSULTANT has the right to control the manner and means of accomplishing the result desired and exercises its own expert independent judgement.

14. Representations and Warranties. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working for CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any

company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to terminate as void this Agreement, without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

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

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

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

containing the preceding paragraph.

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

All facilities, devices, networks, and services used to store, deliver, process, backup or purge Confidential Information will employ administrative, physical, technical, and procedural safeguards and best practices at a level sufficient to secure Confidential Information from unauthorized access, destruction, use, modification, or disclosure. Such measures will be no less protective than those used to secure CONSULTANT's own information of a similar type, and in no event less than reasonable in view of the type and nature of the information involved. It is the CITY's expectation that CONSULTANT, at its own expense, shall perform audits in the form of cybersecurity penetration tests, that meets industry standards applicable to the services under this Agreement, and provide the evaluation report or certification the test is complete upon request to CITY.

Upon termination or expiration of this Agreement, CONSULTANT will ensure that all Confidential Information is securely transferred to CITY within thirty (30) calendar days.

CONSULTANT shall securely dispose of all Confidential Information when requested by CITY and CONSULTANT will provide written notification to CITY once all Confidential Information has been securely disposed of. Notwithstanding the foregoing, a CONSULTANT shall be entitled to retain one copy of the Confidential Information for its record keeping purposes and any electronic copies created as a result of its automated back-up processes subject to the confidentiality obligations under this Agreement.

CONSULTANT shall report to CITY any relevant data compromise or unauthorized access to Confidential Information after CONSULTANT discovers such data compromise or unauthorized access. CONSULTANT will take commercially reasonable measures to address any such data compromise or unauthorized access in a timely manner. Except as otherwise required by law, CONSULTANT will not provide notice to end users or other entities of any such data compromise or unauthorized access without written permission from CITY. To the extent caused by CONSULTANT's breach of CONSULTANT's IT Systems or failure to satisfy the cybersecurity requirements, CONSULTANT will promptly reimburse CITY in full for all fees and costs incurred by CITY in any investigation, remediation or litigation resulting from any such data compromise or unauthorized access, including identity protection and restoration services for each person, who it is determined could be impacted by identity theft, and shall maintain and make available to CITY, applicable insurance coverage to address such costs.

18. Termination of Agreement. The CITY may terminate this Agreement without cause by giving CONSULTANT ten (10) days advance written notice from the City Manager. CONSULTANT may terminate this Agreement without cause by giving CITY thirty (30) days advance written notice. In the event of termination through no fault of CONSULTANT, CITY

shall compensate CONSULTANT for services performed as of the date of termination, upon the release to CITY of all Material hereunder, in any and all media or formats in which such materials have been created or are maintained. CITY retains the right to receive and use any Material, notwithstanding any termination or any dispute regarding the amount to be paid.

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

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

21. 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.

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

CITY OF ROSEVILLE	CONSULTANT
Environmental Utilities Department Attn: Trent Johnson 1800 Booth Road Roseville, CA 95747	Brown and Caldwell Attn: Hansa Keswani 11020 White Rock Road, Suite 200 Rancho Cordova, CA 95670

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

23. Integrated Agreement. This is an integrated agreement and contains all of the

terms, considerations, understanding and promises of the parties. It shall be read as a whole.

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

CITY OF ROSEVILLE, a municipal corporation

BY:_____
DOMINICK CASEY
City Manager

ATTEST:

BY: _____
CARMEN AVALOS
City Clerk

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____
SEAN BIGLEY
Environmental Utilities Director

BROWN AND CALDWELL, a California corporation

BY: Adam D. Ross
its: Adam Ross, Vice President

BY: _____
its: Robert Goodson, Secretary

EXHIBIT “A”

Scope of Work

TASK 1 – PROJECT MANAGEMENT

This task encompasses the overall management, coordination, and oversight of Consultant's project activities. This includes managing the project scope, schedule, budget, and the preparation of monthly progress reports and invoices.

Subtask 1.1 – Project Management Meetings

Consultant will conduct a 1-hour project kick-off meeting held virtually to review the project scope, review goals and deliverables, identify key stakeholders, and establish communication protocols.

Consultant will conduct up to 30-min meetings held virtually on a monthly basis with City Project Manager (PM) to discuss project status, action items, and potential areas of concern. Consultant will prepare meeting minutes for the monthly meeting with action items that require a response from team members or other project stakeholders.

Consultant will prepare for and facilitate a 1-hour virtual Asset Management (AM) Chartering meeting to define the Asset Management Program (AMP) vision, mission, and goals, roles and responsibilities of the team members based on scope for the City's AM implementation roadmap.

Subtask 1.1 Deliverables

- Kickoff meeting agenda, slides, and meeting minutes.
- AM Chartering meeting agenda, slides, and meeting minutes.
- Monthly PM meeting agenda and meeting minutes.

Subtask 1.1 Assumptions

- Project duration is 6 months.
- Project kick-off meeting will be conducted with Consultant PM and up to 7 additional Consultant staff in attendance. The meeting will be held virtually via Microsoft Teams.
- Up to 6 monthly meetings are assumed to be 30 minutes each with the Consultant PM. The meetings will be held virtually via Microsoft Teams.
- AM Chartering meeting will be conducted with Consultant PM and up to 5 additional Consultant staff in attendance. The meeting will be held virtually via Microsoft Teams.

Subtask 1.2 – Project Monitoring and Reporting / Cost and Schedule Control

Consultant will track schedule and budget, work elements accomplished, work items planned for the next period, manpower, time, and budget associated with this Scope of Services. Consultant will submit monthly project progress reports with each monthly invoice that identify what was accomplished for the month, what is anticipated for the next month, and identify scope, schedule, or budget impacts.

Subtask 1.2 Deliverables

- Project schedule.
- Up to 6 monthly progress reports and invoices.

Subtask 1.2 Assumptions

- Project duration is 6 months.

TASK 2.0 – CURRENT STATE ASSESSMENT

Subtask 2.1 Review Background Documentation

Consultant will develop and submit a formal Request for Information (RFI) to the City at project initiation and prior to the Project Kickoff Meeting (Subtask 1.1). The purpose of the RFI is to provide relevant data, documentation, and materials related to asset management processes and information currently supporting the City's AM efforts.

Examples of information that may be requested include the following:

Organizational Framework Related:

- Communication plans.
- Existing AMP LOS and KPIs.
- Document management practices.
- Change management practices.

Information Systems and Data Management Related:

- Data Governance Project report.
- Description of current AM related systems and their interactions (e.g., CMMS, GIS, SCADA, LIMS).
- Known or planned information technology projects that may occur in the next 3-5 years.
- List of asset attributes collected and maintained for vertical and linear assets.
- Asset hierarchy structure.
- System(s) of record for asset information.

Operations and Maintenance Related:

- Representative samples of standard operating procedures (SOPs).
- List of assets that have a Failure Mode and Effects Analysis (FMEA) or Failure Modes, Effects, and Criticality Analysis (FMECA).
- Example Failure Modes and Effects Analysis.
- Inventory management practices currently in place or planned.

Decision Making and Capital Planning Related:

- Likelihood and Consequence of Failure (LOF and COF) parameters for vertical and linear assets.
- CIP planning and budgeting processes.
- Recent tactical AM plans.

Consultant will organize and catalog documents, data, and information provided by the City in response to the RFI. Consultant will review the materials provided to identify areas of alignment, deficiencies, and opportunities for improvement within the City's existing AMP.

Subtask 2.1 Deliverables

- RFI log documenting information requested from the City, current submission status, and date received.

Subtask 2.1 Assumptions

- City provided background information will be used as provided. Consultant will not be conducting a review of the information for quality or accuracy.

Subtask 2.2 Tailor and Administer On-line Assessment

Consultant will review the background information provided by the City in Subtask 2.1 and develop a survey to be distributed to the identified key City stakeholders representing different perspectives to assess the current state of the AMP. The survey will include a series of questions asking City staff to assess the City's current standing in specific AM areas and identify where they want to be in the next five to ten years. The key City AM-related practices will be reviewed as part of the survey.

Consultant will work with the City to define the key City stakeholders that may include personnel involved with the following City and Environmental Utilities groups:

- Engineering & Planning
- Operations & Maintenance (O&M)
- Information Technology (IT)
- Finance / Capital Planning

The survey will be conducted electronically using Microsoft (MS) Forms. Consultant will facilitate a 1-hour virtual training session with key stakeholders to introduce the survey and explain how to navigate and respond to the survey.

Consultant will analyze survey results to inform the development of targeted questions in preparation for the in-person interviews conducted under Subtask 2.3.

Subtask 2.2 Deliverables

- Online Survey (MS Forms)

Subtask 2.2 Assumptions

- City PM will identify the City stakeholders that will be available for attending survey training and complete survey. These stakeholders will be able to make decisions related to the AMP.
- City PM is responsible for the attendance of appropriate City stakeholders that will be participating in the survey.
- The survey training will be conducted with Consultant PM and up to 2 additional Consultant staff in attendance. The meeting will be held virtually via Microsoft Teams.

Subtask 2.3 Conduct Stakeholder Interviews – Current State

Following the receipt and evaluation of the survey results, Consultant will prepare for and coordinate with the City PM to schedule up to 4, one-hour interviews with the key City stakeholders to review, discuss, and validate the survey findings and gather deeper understanding of the current AMP. During the interviews, BC may discuss items such as:

- AMP functional and technical needs.
- Business process workflows.
- Data management practices.
- Standards/contracts.
- Technology evaluation and enablement.
- Roles and responsibilities.
- Goals, objectives, and outcomes.
- Current challenges and pain points.

Consultant will summarize the background document review findings, online survey results, and interview observations in the Draft AMP Current State Chapter of the AMP Roadmap Implementation Report.

Subtask 2.3 Deliverables

- Draft AMP Current State Chapter

Subtask 2.3 Assumptions

- City PM is responsible for the attendance of appropriate City stakeholders that will be participating in the in-person interviews. These stakeholders will be able to make decisions related to the AMP.
- The current state interviews will be held over consecutive days and attended by up to 3 Consultant staff members attending in-person and up to 3 members of Consultant staff attending via Microsoft Teams.
- Project schedule assumes the City will provide a consolidated set of comments for the Draft AMP Current State chapter within 10 business days after submittal.
- The Draft AMP Current State chapter will be submitted electronically as PDF.

TASK 3.0 – FUTURE STATE VISIONING

Consultant will facilitate up to 4, one-hour interviews with the same key stakeholders as identified in Task 2.0 to assess the desired future state of the City's AMP. These interviews will help understand the direction the key stakeholders believe the AMP should be heading towards and to develop recommendations that can help the City achieve and sustain its AM vision.

Consultant will summarize interview observations in a Draft AMP Future State Chapter of the AMP Roadmap Implementation Report

Task 3.0 Deliverables

- Draft AMP Future State Chapter

Task 3.0 Assumptions

- City PM is responsible for the attendance of appropriate City stakeholders that will be participating in the in-person interviews. These stakeholders will be able to make decisions related to the AMP.
- The future state interviews will be held over consecutive days and attended by up to 3 Consultant staff members attending in-person and up to 3 members of Consultant staff attending via Microsoft Teams.
- Project schedule assumes the City will provide a consolidated set of comments for the Draft AMP Future State chapter within 10 business days after submittal, including necessary input from key City staff.
- The Draft AMP Future State chapter will be submitted electronically as PDF.

TASK 4.0 – GAP ANALYSIS

Using the results from Tasks 2.0 and 3.0, Consultant will conduct a gap analysis between the City's current AMP and desired future state. Survey results, combined with direct engagement with key City AM stakeholders, will inform conclusions across a broad range of AM activities where improvements can be made. The gap analysis will evaluate institutional, cultural, systematic, procedural, and technical elements of the City's AMP to allow identification of improvement opportunities across key program areas, which may include the effectiveness of AM program components, communication between business units, asset lifecycle cost analysis, planning and design practices, O&M efficiency, asset inventory management, and program monitoring and measurement. Results will be summarized in a format to inform the development of the implementation roadmap in Task 5.0.

The Consultant will assess the City's current AMP maturity against a defined maturity scale ranging from not started to optimizing, across key AM categories and topics. The assessment results will be compared against the City's desired future state maturity levels to identify and quantify gaps. BC will develop a scorecard summarizing the current and desired maturity scores for each category and topic, which will serve as the basis for developing the prioritized implementation roadmap in Task 5.0.

Consultant will conduct a 2-hour in-person meeting with key stakeholders as identified in Task 2.0 and Task 3.0 to present the results of the gap analysis and discuss findings with the City staff.

Consultant will summarize the gap analysis findings in Draft AMP Gap Analysis Chapter of the AMP Roadmap Implementation Report.

Task 4.0 Deliverables

- Gap Analysis meeting materials, agenda, and minutes.
- Draft AMP Gap Analysis Chapter

Task 4.0 Assumptions

- City PM is responsible for the attendance of appropriate City stakeholders that will be participating in the in-person meeting. These City stakeholders will be able to make decisions related to the AMP.
- The Gap Analysis meeting will be attended by up to 3 Consultant staff members attending in-person and up to 3 members of Consultant staff attending via Microsoft Teams.
- Project schedule assumes the City will provide a consolidated set of comments for the Draft AMP Gap Analysis chapter within 10 business days after submittal, including necessary input from key City staff.
- The Draft AMP Gap Analysis chapter will be submitted electronically as PDF.

TASK 5.0 – IMPLEMENTATION ROADMAP DEVELOPMENT

Subtask 5.1 Develop Prioritized Project and Programs to Enhance the City's AMP

Based on the results of the gap analysis conducted in Task 4.0, the Consultant will develop a prioritized list of projects and programs focused on improving the City's AMP and sustaining improvements over time. Projects are defined as specific, fixed-duration efforts with a defined output, while programs represent a coordinated set of related projects and activities carried out over time. BC will assign an initial prioritization to each recommendation based on findings from previous tasks and BC's experience on similar AM programs.

The Consultant will conduct a 2-hour meeting with key City stakeholders to review the recommendations list, gather input on prioritization, and determine whether each project or program will be conducted in-house or by a third party. For efforts requiring third-party support, Consultant will develop a high-level opinion of probable cost and estimate of up to 4 hours is assumed. To facilitate this discussion, Consultant will provide the City with a recommendations list that includes a description of each item and recommended initial prioritization.

Subtask 5.1 Deliverables

- Preliminary Project/Program List (MS Excel).

Subtask 5.1 Assumptions

- City PM is responsible for the attendance of appropriate City stakeholders that will be participating in the in-person meeting. These stakeholders will be able to make decisions related to the AMP.
- The Preliminary Project and Program Review meeting will be attended by up to 3 Consultant staff members attending in-person and up to 3 members of Consultant staff attending via Microsoft Teams.

Subtask 5.2 Develop Implementation Roadmap

Following the Preliminary Project and Program Review meeting in Task 5.1, Consultant will develop a prioritized implementation roadmap that presents each recommended project or program along with its assigned priority, estimated level of effort, approximate timeframe for completion, and interdependencies with other recommendations. The implementation roadmap will also identify the extent to which each recommendation can be completed in-house versus requiring third-party support and will include a low and high opinion of probable cost for each item. Together, these elements will provide the City with a clear and actionable plan for advancing its AMP.

Consultant will conduct a 3-hour in-person meeting with key stakeholder workgroups as identified in previous tasks to present the implementation roadmap and review it with the City staff to achieve consensus.

Consultant will summarize the AMP implementation roadmap in a Draft AMP Implementation Roadmap Chapter of the AMP Roadmap Implementation Report for City review. Following receipt of City comments, Consultant will address outstanding comments from Tasks 2.0 through Subtask 5.1 and submit the Final AMP Implementation Roadmap Report.

Subtask 5.2 Deliverables

- AMP Implementation Roadmap Review meeting materials, agenda, and minutes.
- Draft AMP Implementation Roadmap Chapter
- Final AMP Implementation Roadmap Report

Subtask 5.2 Assumptions

- City PM is responsible for the attendance of appropriate City stakeholders that will be participating in the in-person meeting. These stakeholders will be able to make decisions related to the AMP.
- The AMP Implementation Roadmap Review meeting will be attended by up to 3 Consultant staff members attending in-person and up to 3 members of Consultant staff attending via Microsoft Teams.
- Project schedule assumes the City will provide a consolidated set of comments for the Draft AMP Implementation chapter within 10 business days after submittal, including necessary input from key City staff.
- The Draft AMP Gap Analysis chapter will be submitted electronically as PDF.
- The Final AMP Implementation Roadmap Report will be submitted electronically as PDF.

Overall Project Assumptions

- The proposed schedule and budget are contingent upon City staff availability to participate in the identified scope supporting meetings and workshops and provide timely reviews and direction at project decision points. Any necessary adjustments to the schedule may result in additional costs and an associated contract change.
- Changes to the project scope, timeline, or budget will be managed through a formal change order process.
- Disputes will be resolved through a mutually agreed process, with both parties committed to addressing issues promptly to avoid project delays.
- Data provided by the client will be managed in line with the City's data security policies. The client is responsible for communicating these policies.
- Specialist support for O&M and IT services is limited to the associated project budget. Additional services, if requested, would require an amendment.

EXHIBIT “B”

Environmental Utilities Asset Management Program Roadmap

Phase	Phase Description	Hansa Keswani	Jacki Bates	Elizabeth Durazo	Klint Fletcher	Kirk Olds	Christopher Puccio	Rick Ragsdale	Bryan Oldham	Jennifer Myers	Kaitlyn Allen	Deanna Tanner	Lindsay Surio			Other Travel Expenses		LANTERN US LLC				
		PM	PA	PIC	Technical Advisor	Technical Advisor	Data and Technology Lead	Operations & Maintenance Lead	Organizational Framework Lead	Decision Making and Capital Plng Lead	Engineering Support	Word Processor	Biller	Total Labor Hours	Total Labor Effort		Total ODCs	Cost	Total Sub Cost	Total Expense Cost	Total Expense Effort	Total Effort
		$322.94	$155.26	$374.91	$399.39	$388.42	$392.61	$308.00	$346.46	$334.94	$180.74	$173.31	$128.29									
001	**Project Management**	56	20	2	0	1	2	2	6	5	12	0	8	**114**	**30,678**	0	**0**	0	**0**	**0**	**0**	**30,678**
1.1	PM Meetings	38	8	2	0	1	2	2	6	5	12	0	8	**84**	23,002	0	**0**	**0**	**0**	**0**	**0**	**23,002**
1.2	Project Monitoring and Reporting	18	12	0	0	0	0	0	0	0	0	0	0	**30**	7,676	0	**0**	**0**	**0**	**0**	**0**	**7,676**
002	**Current State Assessment**	48	0	0	1	2	16	16	35	18	84	4	0	**224**	**61,918**	2,000	**2,000**	1,640	**1,640**	**3,640**	**3,722**	**65,640**
2.1	Review Background Documentation	10	0	0	0	0	4	4	7	4	2	0	0	**31**	10,158	0	**0**	**0**	**0**	**0**	**0**	**10,158**
2.2	Tailor and Administer On-line Assessment	10	0	0	0	0	4	4	10	4	18	0	0	**50**	14,090	0	**0**	**0**	**0**	**0**	**0**	**14,090**
2.3	Conduct Stakeholder Interviews - Current State	28	0	0	1	2	8	8	18	10	64	4	0	**143**	37,670	2,000	**2,000**	**1,640**	**1,640**	**3,640**	**3,722**	**41,392**
003	**Future State Visioning**	32	0	0	1	2	12	12	22	14	76	4	0	**175**	**46,658**	2,000	**2,000**	1,640	**1,640**	**3,640**	**3,722**	**50,380**
****	Default	32	0	0	1	2	12	12	22	14	76	4	0	**175**	46,658	2,000	**2,000**	**1,640**	**1,640**	**3,640**	**3,722**	**50,380**
004	**Gap Analysis**	44	0	0	1	2	16	16	25	16	72	4	0	**196**	**54,322**	2,000	**2,000**	0	**0**	**2,000**	**2,000**	**56,322**
****	Default	44	0	0	1	2	16	16	25	16	72	4	0	**196**	54,322	2,000	**2,000**	**0**	**0**	**2,000**	**2,000**	**56,322**
005	**Implementation Roadmap Development**	60	0	2	4	4	24	24	44	24	104	4	0	**294**	**82,865**	4,000	**4,000**	0	**0**	**4,000**	**4,000**	**86,865**
5.1	Develop Prioritized Projects and Programs	32	0	2	2	2	10	10	16	10	44	0	0	**128**	36,511	2,000	**2,000**	**0**	**0**	**2,000**	**2,000**	**38,511**
5.2	Develop Implementation Roadmap	28	0	0	2	2	14	14	28	14	60	4	0	**166**	46,354	2,000	**2,000**	**0**	**0**	**2,000**	**2,000**	**48,354**
	GRAND TOTAL	**240**	**20**	**4**	**7**	**11**	**70**	**70**	**132**	**77**	**348**	**16**	**8**	**1,003**	**276,441**	**10,000**	**10,000**	**3,280**	**3,280**	**13,280**	**13,444**	**289,885**

Hours and Dollars are rounded to nearest whole number. To display decimals, change the format of the cells.
Costs related to network infrastructure, computers, email, telephone, cell phones, and reproduction are included in the above hourly rates
Rates will be adjusted by 3% escalation on January 1, 2027
Mileage will be billed at current Standard US rate of $0.725 per mile if incurred

City Council Communication

Meeting Date: 8/19/2026
Item #: VI.6
File #: 0800-03
Item ID: 2026-639

Title:	2025 Power Source Disclosure Reports
Contact:	Petra Wallace 916-774-5510 pwallace@roseville.ca.us

SUMMARY

Staff recommends approval of the 2025 Power Source Disclosure Reports to meet Roseville Electric's Senate Bill 1305 compliance obligation to measure and report the electric utility's 2025 power supply sources to our customers and the State of California. There is no fiscal impact associated with the approval of the 2025 Power Source Disclosure Reports.

RECOMMENDATION

Staff recommends that the City Council adopt a resolution to approve the 2025 Power Source Disclosure Reports.

BACKGROUND

Senate Bill (SB) 1305, approved in 1997, directs all California retail suppliers of electricity to disclose to consumers the sources of energy used to provide the electric service in an accurate, reliable, and simple to understand manner. The SB 1305 Report is referred to as the Power Source Disclosure (PSD) Report. The data contained in the PSD Reports is subsequently used to prepare the annual Power Content Labels (PCL), which are distributed to the electric utility's customers and posted on Roseville Electric's website.

The regulations require a publicly owned electric utility's governing board to attest to the veracity of the annual PSD Report by October 1st of each year. This action approves the 2025 PSD Report, serving as the attestation to the veracity of these submissions.

In September, the California Energy Commission (CEC) will generate the PCL using Roseville's submitted PSD report data, eliminating the need for a separate attestation of the label. Under current regulations, retail suppliers such as the City of Roseville must post their PCLs online by October 1, 2026. In addition, PCLs must be included in written promotional materials provided to customers by the end of the first complete billing cycle in the fourth quarter, or no later than December 31, 2026.

FISCAL IMPACT

There is no fiscal impact associated with the approval of the 2025 Power Source Disclosure Reports.

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 2025 reports meet the above criteria and are not subject to CEQA. No additional environmental review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

1. Ensure a safe and healthy community

Respectfully Submitted,
Petra Wallace, Power Supply and Portfolio Administrator

Daniel Beans, Electric Utility Director

ATTACHMENTS:

1. Resolution 26-312
2. 2025 PSD Annual Report - Roseville Submittal

REVIEWERS:

Melissa Seghezzi, Electric Department - Resource Planning & Generation	Created/Initiated - 7/15/2026
William Forsythe, Electric Department - All	Approved - 7/27/2026
Shawn Matchim, Electric Department - All	Approved - 7/30/2026
Daniel Beans, Electric Department - All	Approved - 7/30/2026
Kelly Aye, City Attorney Department	Approved - 8/3/2026
Katrina Six, City Clerk Department	Approved - 8/4/2026
Ryan DeVore, City Manager Department - Assistant City Manager	Approved - 8/4/2026
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 8/5/2026
Michelle Sheidenberger, City Attorney Department	Approved - 8/5/2026
Dominick Casey, City Manager Department - City Manager	Approved - 8/5/2026
Katrina Six, City Clerk Department	Final Approval - 8/6/2026

RESOLUTION NO. 26-312

APPROVING THE 2025 ANNUAL POWER SOURCE DISCLOSURE REPORTS, AND ATTESTING TO THE VERACITY OF THE ANNUAL REPORTS

WHEREAS, Senate Bill 1305 (SB 1305), adopted in 1997, directs all California retail suppliers of electricity to disclose to consumers the sources of energy used to provide the electric service in an accurate, reliable and simple to understand manner; and

WHEREAS, the SB 1305 report is referred to as the Power Source Disclosure (PSD) Report and the data contained in the PSD reports are used to prepare the annual Power Content Labels (PCLs); and

WHEREAS, the regulation requires publicly owned electric utilities, like Roseville, to have City Council attest to the veracity of the PSD Report; and

WHEREAS, the California Energy Commission (CEC) will generate the PCL using Roseville's submitted PSD report data, eliminating the need for a separate attestation of the label; and

WHEREAS, Roseville Electric Utility staff has prepared the 2025 Annual Power Source Disclosure Reports in accordance with the Power Content Label Program requirements and deadlines.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that the 2025 Annual Power Source Disclosure Reports are hereby approved.

BE IT FURTHER RESOLVED that this resolution hereby provides attestation of the veracity of the annual reports submitted by staff.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2026, by the following vote on roll call.

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____

City Clerk

2025 POWER SOURCE DISCLOSURE ANNUAL REPORT

For the Year Ending December 31, 2025

GENERAL INSTRUCTIONS

Retail suppliers are required to use the posted template and are not allowed to make edits to this format.
Please complete the Retail Supplier Name and contact information in column B below.

RETAIL SUPPLIER NAME	City of Roseville
CONTACT INFORMATION	
NAME	Melissa Seghezzi
TITLE	Electric Business Analyst
MAILING ADDRESS	116 S Grant St
CITY, STATE, ZIP	Roseville, CA 95678
PHONE	916-746-1671
EMAIL	maseghezzi@roseville.ca.us
WEBSITE URL FOR PCL POSTING	https://www.roseville.ca.gov/electric_utility/reports_publications/power_content_label.php

Submit the Annual Report and signed Attestation in PDF format with the Excel version of the Annual Report to PSDprogram@energy.ca.gov.

NOTE: Information submitted in this report is not automatically held confidential. If your company wishes the information submitted to be considered confidential an authorized representative must submit an application for confidential designation (CEC-13), which can be found on the

California Energy Commission's website.

If you have questions, contact Power Source Disclosure (PSD) staff at PSDprogram@energy.ca.gov or (916) 639-0573.

Version: April 2026

Instructions

1. Enter electricity portfolio names in cells Q27-V27, as needed.
2. Enter the megawatt hours (MWh) of retail sales associated with electricity portfolios in cells Q25-V25, as needed, and the MWh associated with other end uses in cell W25.
3. In the table beginning with cell A28, enter information about all specified purchases. All fields in white should be filled out. Fields in grey auto-populate as needed and should not be filled out.
4. Default loss factors will auto-populate based on resource location. Enter a custom loss factor if applicable. All custom loss factors require additional documentation.
5. If a resource's losses are covered by the generation seller under contract, select "Yes" in the relevant cell in column M: "Specified Losses Covered by Seller?"
6. For firmed-&-shaped procurements specifically, enter all fields from step 3. Additionally, enter the EIA ID of the substitute power in the "EIA ID of Delivered Energy" field.
7. For firmed-&-shaped procurements eligible for grandfathered GHG emissions, select "Yes" in the relevant field in column L: "Eligible for Firmed & Shaped Grandfathering?"
8. Proxy EIA IDs for unspecified power and specified system mixes from asset-controlling suppliers have been provided. Enter "Unspecified Power", "BPA", or "Tacoma Power" as applicable.
9. Proxy EIA IDs for aggregated reporting of WAPA CVP or PCIA resources have been provided. Enter "CVP", "PCIA Solar", "PCIA Wind", "PCIA Eligible Hydro", or "PCIA Large Hydro" as applicable.
10. Only unspecified imports purchased directly from a seller under contract or ACS unspecified power procurements must be entered as line items; any additional unspecified power is calculated automatically in individual electricity portfolio tables after all specified resources are allocated.
11. Allocate net MWhs procured to each electricity portfolio until the loads are balanced across each portfolio. If the total Net MWhs Procured exceeds the total retail sales of all portfolios, allocate only enough MWh to meet the retail sales of each portfolio.
12. If electricity portfolio loads are balanced and net MWhs remain, allocate net MWhs to cover losses in the column starting with cell X28. This will add new losses, resulting in a new net short of unmet load in Cell X26. For retail suppliers that want to cover 100% of their loss-adjusted load with specified procurements, continue allocating specified procurement in Column X until Cell X26 shows no unmet load.

Resource and GHG Allocations

*Indicates GHG figures are preliminary until the calculation of the annual unspecified power emissi

Power Sources and Emissions	Roseville	Roseville Community Solar	Electricity Portfolio Name 3	Electricity Portfolio Name 4	Electricity Portfolio Name 5
Retail Sales, Other End Uses, Losses (MWh)	1,180,237	1,626	-	-	-
Total Net Specified (MWh)	1,180,237	1,626	-	-	-
Biomass & Biogas	24,357	-	-	-	-
Geothermal	53,249	-	-	-	-
Eligible Hydroelectric	19,890	-	-	-	-
Solar	57,169	1,626	-	-	-
Wind	202,120	-	-	-	-
Large Hydroelectric	551,904	-	-	-	-
Nuclear	6,112	-	-	-	-
Emerging Technologies	-	-	-	-	-
Other	458	-	-	-	-
Natural Gas	259,121	-	-	-	-
Coal & Petroleum	-	-	-	-	-
Unspecified Power - ACS	5,857	-	-	-	-
Unspecified Power - Direct Import	-	-	-	-	-
Unspecified Power - Spot Market	-	-	-	-	-
Unspecified Power - Total	5,857	-	-	-	-
Unspecified GHGs (MT CO_2e)*	-	-	-	-	-
Specified GHGs (MT CO_2e)	120,772	-	-	-	-
Total GHGs (MT CO_2e)*	120,772	-	-	-	-
GHG Emissions Intensity (MT CO_2e/MWh)*	0.102	-	#DIV/0!	#DIV/0!	#DIV/0!
PCL Emissions Intensity (lbs CO_2e/MWh)*	226	0	#DIV/0!	#DIV/0!	#DIV/0!
Retail Sales, Other End Uses, Specified Losses	1,180,237	1,626			
Unmet Load (MWh)	-	-	-	-	-

Facility Name	Fuel Type	State or Province	WREGIS ID of REC Source	RPS ID of REC Source	EIA ID of Delivered Energy	Loss Factor	Gross MWhs Procured	Specified Resales MWhs	Net MWhs Procured	Firmed & Shaped Resource?	Eligible for Firmed & Shaped Grandfathering?	Specified Losses Covered by Seller?	Total EF (MT CO_2e/MWh)	Total GHGs	PCL EF (MT CO_2e/MWh)	Roseville	Roseville Community Solar	Electricity Portfolio Name 3	Electricity Portfolio Name 4	Electricity Portfolio Name 5
Blackwell Solar	Solar	CA	W4587	61892	59524	0.044	213		213				0.0000	-	0.0000	213				
Cape Scott Wind Farm	Wind	BC	W3959	60600 P149		0.066	26,141		26,141				0.0000	-	0.0000	26,141				
Chetwynd Biomass - West Fraser	Biomass & Biogas	BC	W5315	64689 P387		0.066	263		263				1.4481	381	0.0334	263				
Clines Corners B - Clines Corners Wind Farm LLC	Wind	NM	W12058	64716	64054	0.066	75,000		75,000				0.0000	-	0.0000	75,000				
Coachella 2	Wind	CA	W11291	65072	64323	0.044	5,717		5,717				0.0000	-	0.0000	5,717				
Dokie Wind	Wind	BC	W1992	61360 P150		0.066	36,282		36,282				0.0000	-	0.0000	36,282				
Geothermal 1, Units 1-2 & Onsite Load	Geothermal	CA	W1254	60908	7368	0.044	20,660		20,660				0.0559	1,155	0.0000	20,660				
Geothermal 1, Units 1-2 & Onsite Load	Geothermal	CA	W4883	60908	7368	0.044	1,191		1,191				0.0559	67	0.0000	1,191				
Geothermal 1, Units 1-2 & Onsite Load	Geothermal	CA	W1255	60908	7368	0.044	6,041		6,041				0.0559	338	0.0000	6,041				
Geothermal 2, Unit 3	Geothermal	CA	W1256	60910	7369	0.044	1		1				0.1054	0	0.0000	1				
Geothermal 2, Unit 4	Geothermal	CA	W1257	60911	7369	0.044	25,356		25,356				0.1054	2,673	0.0000	25,356				
KELLY RIDGE POWERHOUSE	Eligible Hydroelectric	CA	W761	60266	418	0.044	11,369		11,369				0.0000	-	0.0000	11,369				
Lewiston Powerplant	Eligible Hydroelectric	CA	W1108	61044	977	0.044	59		59				0.0000	-	0.0000	59				
Lost Hills Solar	Solar	CA	W4586	61893	58712	0.044	372		372				0.0000	-	0.0000	372				
Meikle Wind - Meikle Wind	Wind	BC	W5189	63268 P151		0.066	637		637				0.0000	-	0.0000	637				
Moose Lake Wind	Wind	BC	W7518	64287 P152		0.066	181		181				0.0000	-	0.0000	181				
Nimbus Powerplant	Eligible Hydroelectric	CA	W1161	61045	444	0.044	2,031		2,031				0.0000	-	0.0000	2,031				
Pennask Wind Farm	Wind	BC	W5499	64015 P153		0.066	61		61				0.0000	-	0.0000	61				
Phoenix	Wind	CA	W4426	62898	50690	0.044	6,332		6,332				0.0000	-	0.0000	6,332				
Quality Wind Project	Wind	BA	W3160	62247 P154		0.066	43,751		43,751				0.0000	-	0.0000	43,751				
Roseville Community Solar - CF Roseville Owner LLC	Solar	CA	W7161	64204	62114	0.044	1,626		1,626				0.0000	-	0.0000	-	1,626			
San Gorgonio Alwind	Wind	CA	W4960	60402 P7		0.044	3,125		3,125				0.0000	-	0.0000	3,125				
San Gorgonio East	Wind	CA	W4764	63228 P8		0.044	4,826		4,826				0.0000	-	0.0000	4,826				
Sandhni Sol 1	Solar	CA	W18934	64279	65664	0.044	20,000		20,000				0.0000	-	0.0000	20,000				
Shmish Creek Wind Farm	Wind	BC	W5500	64041 P160		0.066	67		67				0.0000	-	0.0000	67				
Sly Creek Powerhouse	Eligible Hydroelectric	CA	W701	60267	776	0.044	4,472		4,472				0.0000	-	0.0000	4,472				
Spicer Meadow Project	Eligible Hydroelectric	CA	W1260	61580	54554	0.044	1,701		1,701				0.0000	-	0.0000	1,701				
Stampede Powerplant	Eligible Hydroelectric	CA	W1177	61046	7066	0.044	258		258				0.0000	-	0.0000	258				
Wadham Energy LP	Biomass & Biogas	CA	W691	60092	50293	0.044	24,094		24,094				1.1627	28,014	0.0217	24,094				
Conrad Solar Inc.	Solar	AB	W18576	65445 P420		0.066	1,086		1,086	Yes			0.0000	-	0.0000	1,086				
Conrad Solar Inc.	Solar	AB	W18698	65445 P420		0.066	1,698		1,698	Yes			0.0000	-	0.0000	1,698				
Franklin Solar	Solar	ID	W18730	63870	67190	0.066	23,599		23,599	Yes			0.0000	-	0.0000	23,599				
Jackpot Solar	Solar	ID	W15123	65180	65778	0.066	10,201		10,201	Yes			0.0000	-	0.0000	10,201				
Bonneville Power Administration (Asset-Controlling Supplier)	Large Hydroelectric				BPA	0.066	41,666		41,666				0.0451	1,879	0.0451	41,666				
Bonneville Power Administration (Asset-Controlling Supplier)	Nuclear				BPA	0.066	6,075		6,075				0.0451	274	0.0451	6,075				
Bonneville Power Administration (Asset-Controlling Supplier)	Other				BPA	0.066	458		458				0.0451	21	0.0451	458				
Bonneville Power Administration (Asset-Controlling Supplier)	Unspecified Power - ACS				BPA	0.066	5,794		5,794				0.0451	261	0.0451	5,794				
Boundary Hydroelectric Units	Large Hydroelectric	WA			6433	0.066	1,800		1,800				0.0000	-	0.0000	1,800				
Boundary Hydroelectric Units	Large Hydroelectric	WA			6433	0.066	259,515		259,515				0.0000	-	0.0000	259,515				
COLVIL_7_PL1X1 - Colleriville Powerhouse	Large Hydroelectric	CA	W1258		54555	0.044	38,802		38,802				0.0000	-	0.0000	38,802				
COLVIL_7_PL1X2 - Colleriville Powerhouse	Large Hydroelectric	CA	W1259		54555	0.044	2,299		2,299				0.0000	-	0.0000	2,299				
Folsom Powerplant - Folsom Unit 1	Large Hydroelectric	CA	W1156		441	0.044	6,971		6,971				0.0000	-	0.0000	6,971				
Folsom Powerplant - Folsom Unit 2	Large Hydroelectric	CA	W1157		441	0.044	1,455		1,455				0.0000	-	0.0000	1,455				
Folsom Powerplant - Folsom Unit 3	Large Hydroelectric	CA	W1158		441	0.044	7,204		7,204				0.0000	-	0.0000	7,204				
Forbestown	Large Hydroelectric	CA			417	0.044	18,914		18,914				0.0000	-	0.0000	18,914				
Gianelli Powerplant - Gianelli (2)	Large Hydroelectric	CA	W1288		448	0.044	2,320		2,320				0.0000	-	0.0000	2,320				
Gianelli Powerplant - Gianelli (6)	Large Hydroelectric	CA	W1162		448	0.044	1,633		1,633				0.0000	-	0.0000	1,633				
J.F. Carr Powerplant - J.F. Carr Unit 1	Large Hydroelectric	CA	W1163		442	0.044	8,348		8,348				0.0000	-	0.0000	8,348				
J.F. Carr Powerplant - J.F. Carr Unit 2	Large Hydroelectric	CA	W1164		442	0.044	1,870		1,870				0.0000	-	0.0000	1,870				
Keswick Powerplant - Keswick Powerplant (3)	Large Hydroelectric	CA	W1165		443	0.044	12,599		12,599				0.0000	-	0.0000	12,599				
Lucky Peak Power Plant Project (Hydro)	Large Hydroelectric	ID			10014	0.066	6,445		6,445				0.0000	-	0.0000	6,445				
Mid-C Hydro - Priest Rapids and Wanapoum dams (Grant Cou	Large Hydroelectric	WA			3887	0.066	261		261				0.0000	-	0.0000	261				
New Melones Powerplant - New Melones Unit 1	Large Hydroelectric	CA	W1159		6158	0.044	8,817		8,817				0.0000	-	0.0000	8,817				
New Melones Powerplant - New Melones Unit 2	Large Hydroelectric	CA	W1160		6158	0.044	131		131				0.0000	-	0.0000	131				
O'Neill Powerplant - O'Neill (alt 3)	Large Hydroelectric	CA	W1186		446	0.044	21		21				0.0000	-	0.0000	21				
O'Neill Powerplant - O'Neill (3)	Large Hydroelectric	CA	W1167		446	0.044	52		52				0.0000	-	0.0000	52				
RSP	Natural gas	CA			56298	0.044	438,757		438,757				0.4529	198,713	0.4529	244,626				
RPEAK	Natural gas	CA			56298	0.044	13,556		13,556				0.4529	6,140	0.4529	13,556				
RPP2	Natural gas	CA			7452	0.044	940		940				0.9123	857	0.9123	940				
Shasta Powerplant - Shasta Unit 1	Large Hydroelectric	CA	W1168		445	0.044	13,946		13,946				0.0000	-	0.0000	13,946				
Shasta Powerplant - Shasta Unit 2	Large Hydroelectric	CA	W1169		445	0.044	13,310		13,310				0.0000	-	0.0000	13,310				
Shasta Powerplant - Shasta Unit 3	Large Hydroelectric	CA	W1170		445	0.044	17,640		17,640				0.0000	-	0.0000	17,640				
Shasta Powerplant - Shasta Unit 4	Large Hydroelectric	CA	W1171		445	0.044	17,088		17,088				0.0000	-	0.0000	17,088				
Shasta Powerplant - Shasta Unit 5	Large Hydroelectric	CA	W1172		445	0.044	11,667		11,667				0.0000	-	0.0000	11,667				
Spring Creek Powerplant - Spring Creek Unit 2	Large Hydroelectric	CA	W1174		450	0.044	11,820		11,820				0.0000	-	0.0000	11,820				
Tacoma Power (Asset-Controlling Supplier)	Large Hydroelectric				Tacoma Power	0.066	461		461				0.0314	14	0.0314	461				
Tacoma Power (Asset-Controlling Supplier)	Nuclear				Tacoma Power	0.066	37		37				0.0314	1	0.0314	37				
Tacoma Power (Asset-Controlling Supplier)	Unspecified Power - ACS				Tacoma Power	0.066	63		63				0.0314	2	0.0314	63				
Trinity Powerplant - Trinity Unit 1	Large Hydroelectric	CA	W1175		451	0.044	9,293		9,293				0.0000	-	0.0000	9,293				
Trinity Powerplant - Trinity Unit 2	Large Hydroelectric	CA	W1176		451	0.044	8,044		8,044				0.0000	-	0.0000	8,044				
Woodleaf	Large Hydroelectric	CA			419	0.044	27,513		27,513				0.0000	-	0.0000	27,513				
						0.066	-		-				#N/A	#N/A	0.0000					

ons factor

Electricity Portfolio Name 6	Other End Uses	Losses
-	-	66,644
-	-	66,644
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-
-	-	66,644
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-
-	-	30,183
-	-	30,183
#DIV/0!	-	-
#DIV/0!	-	-
		66,644
-	-	-

Checks	Status
Portfolio and other end use allocations	COMPLETE
Specified resources allocated	COMPLETE
Coal allocated	COMPLETE
Oversupply not negative	COMPLETE

Electricity Portfolio Name 6	Other End Uses	Specified Procurement Covering Losses	Total Specified Losses	Remainder/Oversupply
			9	-
			1,725	-
			17	-
			4,948	-
			250	-
			2,394	-
			903	-
			52	-
			264	-
			-	-
			1,109	-
			497	-
			3	-
			16	-
			42	-
			12	-
			89	-
			4	-
			277	-
			2,887	-
			71	-
			137	-
			211	-
			875	-
			4	-
			196	-
			74	-
			11	-
			1,054	-
			72	-
			112	-
			1,557	-
			673	-
			2,749	-
			401	-
			30	-
			382	-
			119	-
			17,123	-
			1,697	-
			101	-
			305	-
			64	-
			315	-
			827	-
			101	-
			71	-
			365	-
			82	-
			551	-
			425	-
			17	-
			386	-
			6	-
			1	-
			2	-
		66,644	13,611	127,487
			593	-
			41	-
			610	-
			582	-
			771	-
			747	-
			510	-
			517	-
			30	-
			2	-
			4	-
			406	-
			352	-
			1,203	-
			-	-

PCL GHG Allocations ($MT CO_2e$)

Facility Name	Roseville	Roseville Community Solar	Electricity Portfolio Name 3	Electricity Portfolio Name 4	Electricity Portfolio Name 5	Electricity Portfolio Name 6	Other End Uses PCL GHGs	Specified Procurement Covering Losses PCL GHGs
Blackwell Solar	-	-	-	-	-	-	-	-
Cape Scott Wind Farm	-	-	-	-	-	-	-	-
Chetwynd Biomass - West Fraser	9	-	-	-	-	-	-	-
Clines Corners B - Clines Corners Wind Farm LLC	-	-	-	-	-	-	-	-
Coachella 2	-	-	-	-	-	-	-	-
Dokie Wind	-	-	-	-	-	-	-	-
Geothermal 1, Units 1-2 & Onsite Load	-	-	-	-	-	-	-	-
Geothermal 1, Units 1-2 & Onsite Load	-	-	-	-	-	-	-	-
Geothermal 1, Units 1-2 & Onsite Load	-	-	-	-	-	-	-	-
Geothermal 2, Unit 3	-	-	-	-	-	-	-	-
Geothermal 2, Unit 4	-	-	-	-	-	-	-	-
KELLY RIDGE POWERHOUSE	-	-	-	-	-	-	-	-
Lewiston Powerplant	-	-	-	-	-	-	-	-
Lost Hills Solar	-	-	-	-	-	-	-	-
Meikle Wind - Meikle Wind	-	-	-	-	-	-	-	-
Moose Lake Wind	-	-	-	-	-	-	-	-
Nimbus Powerplant	-	-	-	-	-	-	-	-
Pennask Wind Farm	-	-	-	-	-	-	-	-
Phoenix	-	-	-	-	-	-	-	-
Quality Wind Project	-	-	-	-	-	-	-	-
Roseville Community Solar - CF Roseville Owner LLC	-	-	-	-	-	-	-	-
San Gorgonio Allwind	-	-	-	-	-	-	-	-
San Gorgonio East	-	-	-	-	-	-	-	-
Sandini Sol 1	-	-	-	-	-	-	-	-
Shmish Creek Wind Farm	-	-	-	-	-	-	-	-
Sly Creek Powerhouse	-	-	-	-	-	-	-	-
Spicer Meadow Project	-	-	-	-	-	-	-	-
Stampede Powerplant	-	-	-	-	-	-	-	-
Wadham Energy LP	523	-	-	-	-	-	-	-
Conrad Solar Inc.	-	-	-	-	-	-	-	-
Conrad Solar Inc.	-	-	-	-	-	-	-	-
Franklin Solar	-	-	-	-	-	-	-	-
Jackpot Solar	-	-	-	-	-	-	-	-
Bonneville Power Administration (Asset-Controlling Supplier)	1,879	-	-	-	-	-	-	-
Bonneville Power Administration (Asset-Controlling Supplier)	274	-	-	-	-	-	-	-
Bonneville Power Administration (Asset-Controlling Supplier)	21	-	-	-	-	-	-	-
Bonneville Power Administration (Asset-Controlling Supplier)	261	-	-	-	-	-	-	-
Boundary Hydroelectric Units	-	-	-	-	-	-	-	-
Boundary Hydroelectric Units	-	-	-	-	-	-	-	-
COLVIL_7_PL1X1 - Collierville Powerhouse	-	-	-	-	-	-	-	-
COLVIL_7_PL1X2 - Collierville Powerhouse	-	-	-	-	-	-	-	-
Folsom Powerplant - Folsom Unit 1	-	-	-	-	-	-	-	-
Folsom Powerplant - Folsom Unit 2	-	-	-	-	-	-	-	-
Folsom Powerplant - Folsom Unit 3	-	-	-	-	-	-	-	-
Forbestown	-	-	-	-	-	-	-	-
Gianelli Powerplant - Gianelli (2)	-	-	-	-	-	-	-	-
Gianelli Powerplant - Gianelli (6)	-	-	-	-	-	-	-	-
J.F. Carr Powerplant - J.F. Carr Unit 1	-	-	-	-	-	-	-	-
J.F. Carr Powerplant - J.F. Carr Unit 2	-	-	-	-	-	-	-	-
Keswick Powerplant - Keswick Powerplant (3)	-	-	-	-	-	-	-	-
Lucky Peak Power Plant Project (Hydro)	-	-	-	-	-	-	-	-
Mid-C Hydro - Priest Rapids and Wanapum dams (Grant County PUD)	-	-	-	-	-	-	-	-
New Melones Powerplant - New Melones Unit 1	-	-	-	-	-	-	-	-
New Melones Powerplant - New Melones Unit 2	-	-	-	-	-	-	-	-
O'Neill Powerplant - O'Neill (alt 3)	-	-	-	-	-	-	-	-
O'Neill Powerplant - O'Neill (3)	-	-	-	-	-	-	-	-
REP	110,791	-	-	-	-	-	-	30,183
RPEAK	6,140	-	-	-	-	-	-	-
RPP2	857	-	-	-	-	-	-	-
Shasta Powerplant - Shasta Unit 1	-	-	-	-	-	-	-	-
Shasta Powerplant - Shasta Unit 2	-	-	-	-	-	-	-	-
Shasta Powerplant - Shasta Unit 3	-	-	-	-	-	-	-	-
Shasta Powerplant - Shasta Unit 4	-	-	-	-	-	-	-	-
Shasta Powerplant - Shasta Unit 5	-	-	-	-	-	-	-	-
Spring Creek Powerplant - Spring Creek Unit 2	-	-	-	-	-	-	-	-
Tacoma Power (Asset-Controlling Supplier)	14	-	-	-	-	-	-	-
Tacoma Power (Asset-Controlling Supplier)	1	-	-	-	-	-	-	-
Tacoma Power (Asset-Controlling Supplier)	2	-	-	-	-	-	-	-
Trinity Powerplant - Trinity Unit 1	-	-	-	-	-	-	-	-
Trinity Powerplant - Trinity Unit 2	-	-	-	-	-	-	-	-
Woodleaf	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-

Oversupply

Facility Name	Fuel Type	Net Procurement	Oversupply Losses	Annual PCL GHGs ($MT CO_2e$)
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-

2025 PCL Data*							
Emissions, Power Sources, Unbundled RECs	**Roseville**	**Roseville Community Solar**	**Electricity Portfolio Name 3**	**Electricity Portfolio Name 4**	**Electricity Portfolio Name 5**	**Electricity Portfolio Name 6**	**Total Loss-Adjusted Load**
Retail Sales and Loss-Adjusted Load	1,180,237	1,626	0	0	0	0	1,248,507
GHG Emissions Intensity (lbs CO_2e/MWh)	**226**	**0**	**#DIV/0!**	**#DIV/0!**	**#DIV/0!**	**#DIV/0!**	**267**
■ **Renewables and Zero-Carbon Resources**	**78%**	**100%**	**#DIV/0!**	**#DIV/0!**	**#DIV/0!**	**#DIV/0!**	**73%**
■ **Fossil Fuels**	**22%**	**0%**	**#DIV/0!**	**#DIV/0!**	**#DIV/0!**	**#DIV/0!**	**27%**
Biomass & Biogas	2%	0%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	2%
Geothermal	5%	0%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	4%
Eligible Hydroelectric	2%	0%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	2%
Solar	5%	100%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	5%
Wind	17%	0%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	16%
RPS Eligible Renewables - Subtotal	**30%**	**100%**	**#DIV/0!**	**#DIV/0!**	**#DIV/0!**	**#DIV/0!**	**29%**
Large Hydroelectric	**47%**	**0%**	**#DIV/0!**	**#DIV/0!**	**#DIV/0!**	**#DIV/0!**	**44%**
Nuclear	**1%**	**0%**	**#DIV/0!**	**#DIV/0!**	**#DIV/0!**	**#DIV/0!**	**0%**
Emerging Technologies	**0%**	**0%**	**#DIV/0!**	**#DIV/0!**	**#DIV/0!**	**#DIV/0!**	**0%**
Other	**0%**	**0%**	**#DIV/0!**	**#DIV/0!**	**#DIV/0!**	**#DIV/0!**	**0%**
Natural Gas	**22%**	**0%**	**#DIV/0!**	**#DIV/0!**	**#DIV/0!**	**#DIV/0!**	**26%**
Coal & Petroleum	**0%**	**0%**	**#DIV/0!**	**#DIV/0!**	**#DIV/0!**	**#DIV/0!**	**0%**
Unspecified Power - Total	**0%**	**0%**	**#DIV/0!**	**#DIV/0!**	**#DIV/0!**	**#DIV/0!**	**0%**
Retail Sales Covered by Retired Unbundled RECs	6%	0%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	-

*NOTE: The figures above are preliminary.

Staff will calculate the GHG emissions factor and fuel mix breakdown (percentage derived from renewables and zero-carbon resources or fossil fuels) of unspecified power after data from all reporting entities is submitted.

Instructions

1. In the table starting in cell A13, select the appropriate retail portfolio from the drop-down list in column A and enter the Facility Name, Fuel Type, State or Province, RPS ID, and Total Retired Unbundled RECs (in MWh) for each facility.

TOTAL ALLOCATIONS	
Retail Portfolio	**Total Retired (in MWh)**
Roseville	73011
Roseville Community Solar	0
Electricity Portfolio Name 3	0
Electricity Portfolio Name 4	0
Electricity Portfolio Name 5	0
Electricity Portfolio Name 6	0

RETIRED UNBUNDLED RECS

Retail Portfolio	Facility Name	Fuel Type	State or Province	RPS ID	Total Retired (in MWh)
Roseville	Pleasant Valley	Wind	WY	61559	9332
Roseville	Spanish Fork Wind Park	Wind	UT	63434	5726
Roseville	Leaning Juniper II	Wind	OR	61200	331
Roseville	Juniper Canyon	Wind	WA	61202	2450
Roseville	Glacier Wind 2	Wind	MT	60709	22996
Roseville	Rim Rock	Wind	MT	60874	1001
Roseville	Glacier Wind 1	Wind	MT	60708	15898
Roseville	Biomass One, LP	Biomass	OR	61204	5642
Roseville	Biomass One, LP	Biomass	OR	61204	9635

ASSET CONTROLLING SUPPLIER RESOURCE MIX CALCULATOR

Instructions: Enter total net specified procurement of ACS system resources into cell B5 or B19
In Column C, the calculator will determine quantities of resource-specific net procurement for entry on the Annual Data tab.

Bonneville Power Administration		
Net MWh Procured:	53,993	
Fuel Type	Resource Mix Factors	Resource-Specific Procurements from BPA
Biomass & Biogas		-
Geothermal		-
Eligible Hydroelectric		-
Solar		-
Wind		-
Coal		-
Large Hydroelectric	0.77	41,666
Natural Gas		-
Nuclear	0.11	6,075
Other	0.01	458
Unspecified Power	0.11	5,794

Tacoma Power		
Net MWh Procured:	560	
Fuel Type	Resource Mix Factors	Resource-Specific Procurements from Tacoma Power
Biomass & Biogas		-
Geothermal		-
Eligible Hydroelectric		-
Solar		-
Wind		-
Coal		-
Large Hydroelectric	0.82	461
Natural Gas		-
Nuclear	0.07	37
Other		-
Unspecified Power	0.11	63

Secondary Losses Adjustment Calculator	
Generator-based loss factor	0.04
Loss factor w/secondary losses	**0.0417**

Calculation of Default Loss Factors

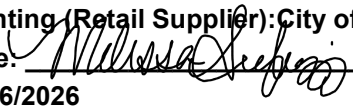
2024 EIA 861 Energy Disposition Breakdown	MWh and Loss %
In-state generation	214,191,383
Imports	59,469,653
Total Supply	273,661,036
Estimated Losses (in-state)	11,465,052
In-state loss %	4.19%
Out of state loss % (+.02)	6.19%

Default in-state loss factor for total supply	0.0419
In-state generation matched to load	205,217,817
Default loss factor applied to load-matched in-state resources	**0.0437**

Default import loss factor for total supply	0.0619
Imported generation matched to load	55,788,774
Default loss factor applied to load-matched out-of-state resources	**0.0660**

2025 POWER SOURCE DISCLOSURE ANNUAL REPORT
ATTESTATION FORM
For the Year Ending December 31, 2025
City of Roseville

I, Melissa Seghezzi,
Electric Business Analyst, declare under penalty of perjury, that the information provided in this report is true and correct and that I, as an authorized agent of City of Roseville, have authority to submit this report on the retail supplier's behalf. I further declare that all of the electricity claimed as specified purchases as shown in this report was sold once and only once to retail customers.

Name: Melissa Seghezzi
Representing (Retail Supplier): City of Roseville
Signature: 
Dated: 8/6/2026
Executed at: 116 S Grant St Roseville, CA 95678

City Council Communication

Meeting Date: 8/19/2026
Item #: VI.7
File #: 0203-07
Item ID: 2026-663

Title:	Scaffolding Services - Contract Purchase Agreements
Contact:	Nathan Ribordy, Steve Hancock 916-746-1673, 916-774-5631 nribordy@roseville.ca.us, sjhancock@roseville.ca.us

SUMMARY

Staff recommends approval of five-year contract purchase agreements with Unique Scaffold (Unique) in the amount of $1,250,000 and with J. T. Thorpe & Son, Inc. (J.T. Thorpe) in the amount of $750,000 to provide as-needed scaffolding services at Roseville's power generation facilities. Funding for the first year of the agreements, in the amounts of $250,000 for Unique and $150,000 for J.T. Thorpe, is included in the Electric Department's FY2026-27 budget in the Electric Fund. Future funding is subject to the City Council's approval of the respective budgets.

RECOMMENDATION

Staff recommends that the City Council adopt two resolutions authorizing the City Manager to execute Contract Purchase Agreement (3005443) with Unique Scaffold and Contract Purchase Agreement (3005453) with J. T. Thorpe & Son, Inc. for scaffolding services.

BACKGROUND

Roseville Energy Park (REP) and Sunset Energy Center (SEC) are critical generating facilities that contribute to Roseville Electric's mission by supporting system reliability and maintaining affordable power. The Roseville power plants require ongoing capital improvements, rehabilitation and maintenance in order to assure safe and reliable operation as well as to support necessary upgrades to improve efficiency. Scaffolding services will support Roseville Electric staff by providing safe and reliable scaffolding during needed improvements, rehabilitation and maintenance and upgrades to the power plants.

Roseville Electric solicited proposals through Request for Proposals No. 07-127 Roseville Electric Generation Division - Scaffolding Services to support the Roseville Electric power plants. Two vendor proposals were received and evaluated based on qualifications of the firm and team, experience, references, project understanding and plan, and required documents. The evaluation team reviewed and scored the vendor proposals, selecting both Unique Scaffolding (Unique) and J.T. Thorpe & Sons, Inc. (J.T. Thorpe) as the vendors to provide the requested scope of services as they both scored high overall across these criteria. Two vendors were selected in order to have a primary service provider (Unique) and a backup service provider (J.T. Thorpe) in case of emergency maintenance requiring scaffolding services in a short time frame, where if the primary vendor is not able to respond in a timely manner, Roseville Electric can utilize the backup vendor.

FISCAL IMPACT

Each agreement will be utilized on an as-needed basis over the five-year term. The total not-to-exceed amounts for the term will be $1,250,000 for Unique and $750,000 for J. T. Thorpe. Funding for the agreements is included in the Electric Department's FY2026-27 budget in the Electric Fund. Future funding

is subject to the City Council's approval of the respective budgets.

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 agreements meet the above criteria and are not subject to CEQA. No additional environmental review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

4. Invest in well-planned infrastructure and growth
6. Deliver exceptional City services

Respectfully Submitted,
Nathan Ribordy, Power Generation Superintendent
Steve Hancock, Senior Electric Business Analyst

Daniel Beans, Electric Utility Director

ATTACHMENTS:

1. Resolution 26-314
2. CPA 3005443 - Unique Scaffold
3. Resolution 26-315
4. CPA 3005453 - JT Thorpe & Son Inc
5. RFP Master Score Sheet
6. Notice of Intent to Award
7. JT THORPE Proposal for City of Roseville RFP 07-127
8. Unique Scaffold - RFP 07-127 Proposal

REVIEWERS:

Steve Hancock, Electric Department - Financial & Administrative	Created/Initiated - 7/28/2026
William Forsythe, Electric Department - All	Approved - 7/30/2026
Shawn Matchim, Electric Department - All	Approved - 7/30/2026
Daniel Beans, Electric Department - All	Approved - 7/30/2026
Kelly Aye, City Attorney Department	Approved - 8/3/2026
Katrina Six, City Clerk Department	Approved - 8/4/2026
Ryan DeVore, City Manager Department - Assistant City Manager	Approved - 8/5/2026
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 8/6/2026
Michelle Sheidenberger, City Attorney Department	Approved - 8/6/2026
Dominick Casey, City Manager Department - City Manager	Approved - 8/7/2026
Katrina Six, City Clerk Department	Final Approval - 8/10/2026

RESOLUTION NO. 26-314

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

WHEREAS, the Contract Purchase Agreement (3005443) for Scaffolding Services, by and between the City of Roseville and Unique Scaffold, 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 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 _____, 2026, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

Contract Purchase Agreement 3005443

Supplier Details:

Company	Unique Scaffold
Contact	Desiree Puente
Address	6190 Egret Ct
	Benicia, CA 94510

Submit your response to:

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

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

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

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

Sole proprietorship - **By owner**

Partnership - **Any general partner**

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

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

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

Contract Purchase Agreement 3005443

Agreement	**3005443**
Agreement Date	**07-JUL-2026**
Revision	**0**
Agreement Amount	**1,250,000.00 USD**

Invoice To	**City of Roseville** **Accounts Payable** **311 Vernon St** **ROSEVILLE CA 95678**	Supplier	**Unique Scaffold** 6190 Egret Ct Benicia, CA 94510
Phone:	(916) 774-5488	**Phone:**	()
Fax:	(916) 784-3796	**Fax:**	()
Email:	accountspayable@roseville.ca.us	**Email:**	desiree@uniquescaffold.us

Description of Labor, equipment and/or materials

THE SUPPLIER SHALL PROVIDE THE SERVICES CALLED FOR UNDER THE CITY OF ROSEVILLE REQUEST FOR PROPOSALS (RFP) 07-127 ROSEVILLE ELECTRIC GENERATION DIVISION - SCAFFOLDING SERVICES AND UNIQUE SCAFFOLD PROPOSAL DATED 4/14/26. THE TERMS AND SCOPE OF WORK OF THE CITY OF ROSEVILLE RFP 07-127 AND SUPPLIER'S PROPOSAL ARE HEREIN MADE PART OF THE CONTRACT PURCHASE AGREEMENT AND FULLY INCORPORATED BY REFERENCE.

START DATE: UPON EXECUTED AGREEMENT
END DATE: 60 MONTHS FROM DATE OF EXECUTED AGREEMENT

PLEASE CONTACT EDDIE VASQUEZ WITH THE ROSEVILLE ENERGY PARK AT (916)746-1683 OR EVASQUEZ@ROSEVILLE.CA.US FOR QUESTIONS REGARDING THIS AGREEMENT.

*The total agreement amount is an approximation only. The City does not guarantee whatsoever the actual value of this agreement.

Customer #	Supplier #	Payment Terms	Freight Terms	FOB	Shipping Method
	15364	**Net 30**	**Freight on Board at the destination**	**Destination**	**Best Method**

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

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

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Contract Terms and Conditions

1. To the fullest extent allowed by law, Contractor shall defend, indemnify, and save and hold harmless City, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of Contractor's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from City's sole negligence or willful misconduct. The parties intend that this provision shall be broadly construed. Contractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.
2. Contractor is an independent contractor, and shall not be considered an officer, agent or employee of the City.
3. Without the written consent of the City, this Agreement is not assignable by Contractor either in whole or in part.
4. Time is of the essence of this Agreement.
5. At any time during the term of this Agreement, the City has the right to terminate this Agreement, provided Contractor is given thirty (30) days written notice. City's termination shall be without further liability to City; however, Contractor shall be entitled to all costs reasonably incurred prior to the date of termination. Contractor acknowledges that City may terminate this Agreement should funds not be appropriated by its governing body to continue services under this Agreement.
6. This Agreement may only be amended or modified in writing. It is integrated and contains the complete understanding of the parties.
7. All equipment, supplies and services sold to the City of Roseville shall conform to the general safety orders of the State of California.
8. Unless notified to the contrary, in writing, the City assumes that the Contractor has accepted the work in accordance with the plans and specifications (if any) and agrees to do the work in compliance with this Agreement.
9. All fair employment practices must be adhered to. In addition, if the project referenced on this service agreement is a Public Works project, all prevailing wage laws must be complied with. For prevailing wage contracts over $25,000, copies of certified payroll must be submitted with invoices. Prevailing wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm. In compliance with Labor Code Section 1773.2, as may be amended from time to time, Contractor shall cause a copy of this website to be posted at each jobsite, as applicable.
10. Contractor agrees to the below insurance requirements:
    a. Unless otherwise specified, the Contractor shall maintain the policies of insurance outlined in Attachment A, incorporated herein by this reference, in full force and effect during the term of this Agreement. The City of Roseville retains sole discretion in determining the types and proper levels of insurance coverage.
    b. Form. Contractor shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management

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and the City Attorney.

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

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

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

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

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

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

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

11. Contractor shall comply with all federal, state, and local laws and ordinances, including

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but not limited to the City's storm water regulations, as may be applicable to the performance of services under this Agreement. Failure to comply with local ordinances may result in monetary fines and cancellation of this Agreement. Refer to www.roseville.ca.us/stormwater for links to more information on the City's storm water regulations.

12. In the event that the terms of any attachment or exhibit conflict with any terms of this Agreement, the terms of this Agreement shall control.
13. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original hereof.
14. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorneys' fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
15. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.
16. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.
17. For purposes of this Agreement, the terms "Contractor," "Consultant," and "Supplier" are used interchangeably.
18. If the project referenced on this agreement is a Public Works project, then the following shall apply: No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of this agreement, Contractor and its subcontractors shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations. Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
19. Contractor/consultant's duties and services under this agreement shall not include preparing or assisting the public entity with any portion of the public entity's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the public entity. The public entity entering this agreement shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Contractor/consultant's participation in the planning, discussions, or drawing of project plans or specifications, if any, shall be limited to conceptual, preliminary, or initial plans or specifications. Contractor/consultant shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by contractor pursuant to this agreement.
20. If the project referenced on this agreement is a Public Works project, then the following shall apply: Contractor must submit all claims as defined in and in accordance with the claim resolution process set forth in Section 9204 of the Public Contract Code. Each such claim must be sent to the City by registered mail or certified mail with return receipt requested and must contain reasonable documentation to support the claim. All claims must be received prior to acceptance of the work.
21. Contractor certifies that Contractor, its employees, directors, officers, agents,

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subcontractors, vendors, and volunteers are not presently debarred, excluded, suspended, declared ineligible, voluntarily excluded, or proposed for debarment, exclusion, suspension, or ineligibility by any federal, state, or local department or agency.

22. The Levine Act (Govt. Code, Section 84308) requires a Party (and its agent(s), if any) to a Proceeding before the City of Roseville that involves any action or consideration related to their contract, license, permit, or other entitlement for use, to disclose any campaign contributions made to City elected or appointed officers totaling more than $500 within the twelve (12) months prior to the City decision and while a proceeding is pending, and includes certain prohibitions on contribution activity thereafter. If applicable campaign contributions have been made by Contractor and/or its agent(s), Contractor is responsible for compliance, including for its disclosure obligations, if any, as further described at: https://www.roseville.ca.us/government/departments/city_clerk/transparency/levine_act.
23. This Agreement may be amended via change order, but only if such change order is made in writing, approved by the City, and signed by both parties.
24. CONTRACTOR agrees to defend and indemnify CITY if, despite the parties intent and practice, any venue, agency, or court with competent jurisdiction determines that CONTRACTOR and/or any of its agents, officers, employees, volunteers, independent contractors, or subcontractors, are characterized as employee(s) of CITY.

    CONTRACTOR and CITY agree that: (a) CONTRACTOR is free from the control and direction of CITY in connection with the performance of the work; (b) CONTRACTOR is providing services directly to CITY; (c) CONTRACTOR has and will maintain at all relevant times a business license; (d) CONTRACTOR maintains a business location that is separate from CITY; (e) CONTRACTOR is customarily engaged in an independently established business of the same nature as that involved in the work performed hereunder; (f) CONTRACTOR actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from CITY; (g) CONTRACTOR advertises and holds itself out to the public as available to provide the same or similar services; (h) CONTRACTOR provides its own tools, vehicles, and equipment to perform the services; (i) CONTRACTOR has negotiated its own rates; (j) CONTRACTOR set its own hours and location of work in accomplishing CITY's on-call needs; and (k) CONTRACTOR has the right to control the manner and means of accomplishing the result desired and exercises its own expert independent judgement.
25. If Contractor produces any "web content" pursuant to this Agreement, as that term is defined in section 35.104 of Title 28 of the Code of Federal Regulations, as may be amended, Contractor shall ensure that any such web content is in full compliance with all applicable requirements of the most current version of the Web Content Accessibility Guidelines, the Americans with Disabilities Act, Code of Federal Regulations and/or California law. Contractor shall defend, indemnify, and hold harmless City, its officers, employees, and agents from and against any and all claims, liabilities, damages, or expenses arising out of Contractor's failure to comply with such requirements. This provision shall survive expiration and/or termination of this Agreement.

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

Roseville Business License No. 00848731

Contractor License No. _____

DIR Registration No. _____

Check mark the applicable company type below:

__X__ **Corporation**

_____ **Limited Liability Company**

_____ **Partnership**

Docusign Envelope ID: 454E4918-D88C-80D4-825D-036C8FB1F2F4

_____ **Sole Proprietor**

City Reserves the right to withhold any payments to contractor in the event of noncompliance with insurance requirements or if required by law.
General T&C
REV 3/16/26 JS

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

General - Required Coverage/Documentation

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

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

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

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

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

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

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

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

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

Docusign Envelope ID: 454E4918-D88C-80D4-825D-036C8FB1F2F4

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

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

Insurance Submission Process

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

How It Works

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

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

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Asbestos-Containing Materials in City-Owned Buildings

California Health and Safety Code Section 25915 requires that all City of Roseville employees, contractors and lessees be notified annually of the presence of asbestos in City-owned buildings constructed prior to 1979. Please post this notice in an area(s) accessible to all employees, contractors and lessees. Contact Facility Maintenance & Operations at (916) 774-5740 for more information about Asbestos Containing Materials (ACMs) in specific City-owned buildings. For more information about asbestos refer to the OSHA website.

The City of Roseville is committed to maintaining a safe and healthy work environment. The City's Facility Maintenance & Operations staff conducts ongoing inspections to identify and safely manage previously installed asbestos-containing products. Renovation of City-owned buildings **MUST** be reviewed in advance by Facility Maintenance & Operations to ensure the City is in compliance with building codes, Americans with Disabilities Act and that no ACMs are disturbed without proper safeguards. Work that requires removal or repair of ACMs is restricted to trained and qualified persons only. **Facility Maintenance & Operations will need to approve the qualified contractors**.

Use the following measures to protect you and others from exposure to airborne asbestos:

- Presume all building materials contain asbestos until determined otherwise by Facility Maintenance & Operations.
- Do not install walls, closets, cabinets, ceilings.
- Do not remove, cut, drill, sand, grind or otherwise disturb any material in the buildings, including carpet and tile.
- Do not paint (this includes any walls, ceilings, floors and electrostatic painting of office furniture).
- Do not remove any items nailed or screwed to the walls (this includes pictures, cabinets, electrical, etc.).
- Do not go above ceilings, behind walls or into building spaces such as attics and crawlspaces unless these areas have been inspected and cleared by Facility Maintenance & Operations.
- Do not pull cable or wiring through above-ceiling spaces with asbestos.
- Do not install screws, pins, nails or hangers into asbestos ceiling or wall plaster.
- Be careful not to damage walls, ceilings or floors when moving furniture or equipment. It is recommended that Facility Maintenance & Operations be contacted prior to moving furniture or equipment.
- Do not brush, sweep or vacuum textured asbestos ceiling plaster or plaster debris.
- Immediately report any damage or deterioration of suspect building materials to Facility Maintenance & Operations or Risk Management.

It is important to note that the presence of asbestos does not mean you have been exposed. Exposure results when friable asbestos particles are inhaled or ingested. Asbestos becomes friable when material containing asbestos is drilled, sanded or disturbed by remodeling or demolition work or when the ACM has deteriorated. Intact, bonded, sealed or undisturbed asbestos does not pose a hazard.

Employees may review the asbestos survey reports, results of bulk sampling or air monitoring conducted in City-owned buildings. All asbestos data will be available by appointment with Facility Maintenance & Operations.

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Facilities Built Pre 1979 That May Contain Asbestos	Year Built
Downtown Library - 225 Taylor Street 95678	1974
Carnegie Museum - 557 Lincoln Street 95678	1912
Tower Theatre - 415 Vernon Street 95678	1940
Fire Station #3 - 1300 Cirby Way 95661	1963
Old Corp Yard - 100 Old Corp Yard Road 95678	1940
Water Treatment Plant Operations Bldg.- 9595 Barton Road 95746	1965
Waste Water Treatment Plant Operations Bldg. - 1800 Booth Road 95747	1962
Royer Recreation Bldg. - 190 Park Drive 95678	1950
Fire Museum - 400 Lincoln Street 95678	1930
Diamond Oaks Golf - 349 Diamond Oaks Road 95678	1965
Johnson Pool, 4th & D Street	1950
330 Vernon Street	1940
107 Sutter Avenue	1962

Sign to acknowledge receipt of asbestos notification:

SIGNATURE	DocuSigned by: Joe Garcia EDA4C20A6FFF45C...
COMPANY NAME	Unique Scaffold
DATE	7/8/2026

Asbestos
Rev 01/16/19

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Supplier

DocuSigned by:

Signature: John Soto

3671434D21AF4A3...

Print Name: John Soto

Title: President

Date: 7/8/2026

Supplier

DocuSigned by:

Signature: Joe Garcia

EDA4C20A6FFF45C...

Print Name: Joe Garcia

Title: CFO

Date: 7/8/2026

City of Roseville, A Municipal Corporation

Signature: _____

Print Name: **Dominick Casey**

Title: **City Manager**

Date: _____

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April, 2022

RE: Contractor and Grantee Compliance with Economic Sanctions Imposed in Response to Russia's Actions in Ukraine

Dear Vendor:

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding sanctions in response to Russian aggression in Ukraine. The EO is located at https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf.

The EO directs all agencies and departments that are subject to the Governor's authority to take certain immediate steps, including notifying all contractors and grantees of their obligations to comply with existing economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law.

This correspondence serves as a notice under the EO that as a contractor or grantee, compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions). Failure to comply may result in the termination of contracts or grants, as applicable.

Please note that for any agreements or grants valued at $5 million or more you must report to the City of Roseville your compliance with economic sanctions including steps you have taken in response to Russia's actions in Ukraine, including, but not limited to, desisting from making new investments in, or engaging in financial transactions with, Russian entities, not transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine.

Sincerely,

DocuSigned by:
Shannon Wiest 4/25/2022
A3035660A19747F...

Shannon Wiest
City of Roseville
Purchasing and Warehouse Manager

Docusign Envelope ID: 454E4918-D88C-80D4-825D-036C8FB1F2F4

Attachment H

SEALED PROPOSAL

CITY OF ROSEVILLE CALIFORNIA

IMPORTANT
NOTICE TO PROPOSER

The envelope containing your proposal **MUST** have:
1. Your name and address in the **UPPER** left corner.
2. This label on the **LOWER** left corner.

RFP NAME 07-127

PROPOSAL DUE DATE
April 15th, 2026

PROPOSAL DUE TIME
3 A.M. X P.M.

PROPOSAL FOR
Scaffolding Contract

TIME SENSITIVE. DELIVER TO CITY CLERK IMMEDIATELY.

Docusign Envelope ID: 454E4918-D88C-80D4-825D-036C8FB1F2F4

Unique Scaffold

Cover Letter

Offeror:

Unique Scaffold

6190 Egret Ct.

Benicia, CA. 994510

Solicitation:

RFP 07-127 Roseville Electric Generation Division—Scaffolding Services

Officers:

John Soto, President / Owner

john@uniquescaffold.us (925) 457-3379

Joe Garcia, CFO

joe@uniquescaffold.us (707) 365-8882

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Attachment A

PROPOSER'S CERTIFICATION

I hereby propose to furnish the goods or services specified in the Request for Proposals ("RFP"). I agree that my proposal will remain firm for a period of up to ninety (90) days in order to allow the City of Roseville ("City") adequate time to evaluate the qualifications submitted.

I have carefully examined the Request for Proposals and any other documents accompanying or made a part of this RFP. The information contained in this proposal is true and correct to the best of my knowledge and is signed under penalty of perjury under the laws of the State of California. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its authorized agent and that the firm is ready, willing and able to perform if awarded the contract.

I further certify that this proposal is made without prior understanding, agreement, connection, discussion, or conspiracy with any other person, firm or corporation submitting a proposal for the same product or service; that this proposal is fair and made without outside control, collusion, fraud or illegal action; that no officer, employee or agent of the City or any other proposer is financially interested in said proposal; that no undue influence or pressure was used against or in concert with any officer, employee or agent of the City in connection with the award or terms of the contract that will be executed as a result of this RFP; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Unique Scaffold
NAME OF BUSINESS

SIGNATURE

Joe Garcia - CFO
NAME & TITLE, TYPED OR PRINTED

6190 Egret Ct. Benicia, CA. 94510
MAILING ADDRESS

(925) 446-4442
TELEPHONE NUMBER

joe@uniquescaffold.us
EMAIL

Type of Organization:

____ Sole Proprietorship __X__ Corporation ____ State of Incorporation

_____ Partnership ____Limited Liability Company

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Unique Scaffold

STATEMENT OF QUALIFICATIONS

Unique Scaffold specializes in Scaffolding Equipment Services for the Industrial, Commercial, Pharmaceutical, Power Generation, Construction, and Maintenance Related Services. Serving all of Southern and Northern California with a proven track record of professionalism and safety.

Unique Scaffold
Phone: (925) 446-4442
www.uniquescaffold.us
Email: pm@uniquescaffold.us

Docusign Envelope ID: 454E4918-D88C-80D4-825D-036C8FB1F2F4

Unique Scaffold

TABLE OF CONTENTS

Page 3 **Who We Are**

Establishment / Origin

Minority / MBE Certifications

Sales Volume—2017, 2018, 2019. Bonding Capacity

Industry Safety and Recognitions

Page 4 **Union Affiliations**

Where We Service - Locations and Geographical Coverage

Page 5 **Who We Serve** - Clients / Industries

Page 6 **Project Photos** - by type of service

Page 7 **MBE Certificates**

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Email: pm@uniquescaffold.us

Docusign Envelope ID: 454E4918-D88C-80D4-825D-036C8FB1F2F4

WHO WE ARE

A Unique Scaffold Overview

Established in 2011 in the State of California, Unique Scaffold was originated on the vision to bring talented individuals together in a family oriented business, where we can learn from each other, create new approaches and devise expert solutions to a wide range of scaffolding services.

Wholly built on the belief that growth starts with individual achievements and that innovation requires talent.

As a NMSDC (national Minority Supplier Development Council) Minority Supplier certified under number WR08149 and CPUC Supplier Clearinghouse MBE certificate number 23000182 under NAICS Code(s) : 238990.

Unique Scaffold has maintained steady growth from its origination in 2011 to a gross sales exceeding $16 Million in 2023.

All with some of the very best safety records within industry, averaging an annual EMR of .70 We take safety as a priority for everything we do, and can help organizations do the same by providing our clients the necessary scaffold user / awareness, and annual training on-site or by remote video.

We maintain insurance coverages including an Umbrella Liability for up to $5M, as well as Commercial, Auto, and Workers Compensation.

Projects and maintenance services can average from $500 to $4,500,000 and we have worked with bonding requirements of up to $500,000.

Throughout our service we have been honored with great clients who have awarded us various safety recognitions over the years for our teams hard work in maintaining that safe work environment.

We also maintain memberships to various safety and prequalification clearinghouses for various industries with A ratings, suchs as ISNetworld. This allows our clients to uniformly manage our current safety and insurance requirements. Ensuring we can get onsite when needed, 24 hours a day, 7 days a week without delay.

Unique Scaffold

Unique Scaffold
Phone: (925) 446-4442
www.uniquescaffold.us
Email: pm@uniquescaffold.us

Docusign Envelope ID: 454E4918-D88C-80D4-825D-036C8FB1F2F4

WE ARE PROUDLY
UNION

Unique Scaffold is signatory to the Southern California Southwest Regional Council of Carpenters and to the Northern California Carpenters Union.

Being union allows for the very best training, wages, and benefits of our craft personnel in an industry where safety, accuracy, and efficiency are so important.

Our industry service requires trained and focused personnel to ensure consistent safe and effective project execution, working with the various Carpenters Unions allows us to bring this to every project we work on.

WHERE WE
SERVE

Locations and Geographical Coverage

Unique Scaffold is strategically located to ensure we have full personnel and equipment coverage in addition to having over 15 regionally staged material points allowing for ease of material distribution and delivery to ensure we can cover the entire state of California fast and efficiently.

Our main corporate office located in Concord, California is where we can coordinate all functions of engineering, safety and regional estimating between the branch office locations.

Unique Scaffold

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Phone: (925) 446-4442
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WHO WE SERVE

List of Industries Served

Biotechnology

- Research Facilities
- Vivarium
- Cleanroom / Production & Clinical Maintenance

Power / Energy

- Up steam Thermo / Hydro / Co Generation
- Downstream Plant Maintenance—Turnaround

Chemical

- Acid Plants
- Chemical Manufacturers

Food / Beverage

- Wineries
- Food and Beverage Packaging Plants

Industrial

- Maintenance / Turnaround

Commercial - Entertainment

- New Construction
- Remodel Construction

*Specific Client List Upon Requests

Unique Scaffold

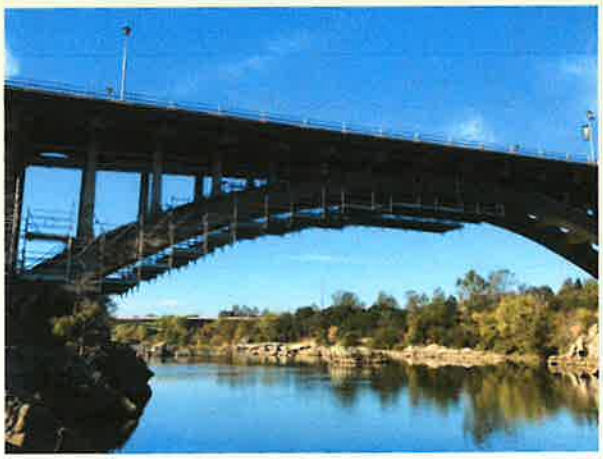
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Shrink Wrap
Concealment / Containment





Specialty Locations / Hard Access





Powder Coated—Ultra Clean



Stair Towers

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NMSDC | National Minority Supplier Development Council | Advancing Economic Impact Together

This certificate attests that the below mentioned company is an NMSDC-Certified Minority Business Enterprise(MBE):

Unique Scaffold

DBA-Unique Scaffold

WR738303
Certificate Number

10-01-2025
Issuance Date

09-30-2026
Expiration Date

Donald R. Cravins, Jr.
Interim President and CEO
NMSDC

238990,23899
NAICS Codes

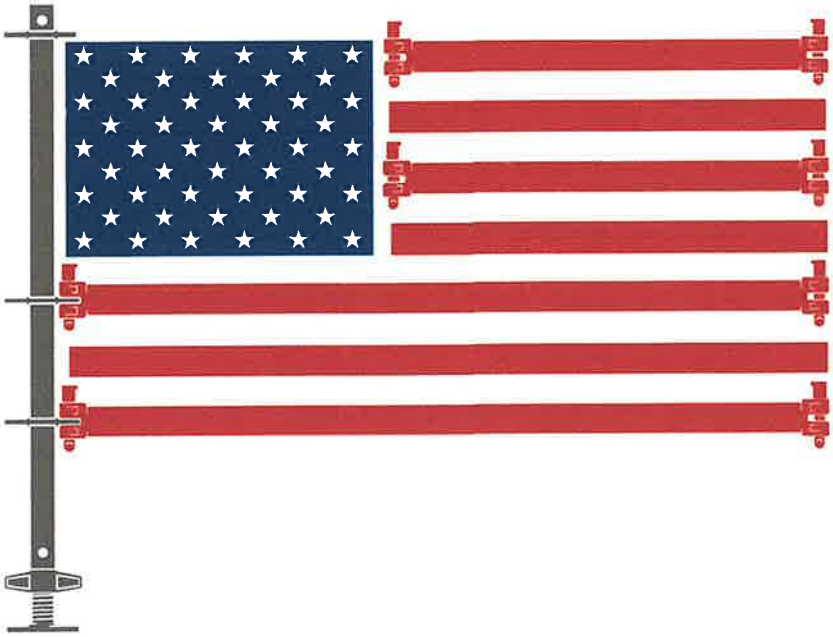
72000000
UNSPSC Codes

Supporting Regional Affiliate: Western Region MSDC

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Unique Scaffold



Work Safe

Work Smart

WWW.UNIQUESCAFFOLD.US

Docusign Envelope ID: 454E4918-D88C-80D4-825D-036C8FB1F2F4



ABOUT UNIQUE SCAFFOLD

Unique Scaffold specializes in Scaffolding Equipment Services for the Industrial, Commercial, Pharmaceutical, Power Generation, Construction, and Maintenance Related Services. Serving all of Southern and Northern California with a proven track record of professionalism and safety.

Unique Scaffold was originated on the vision to bring talented individuals together in a family oriented business, where we can learn from each other, create new approaches and devise expert solutions to a wide range of scaffolding services. Wholly built on the belief that growth starts with individual achievements and that innovation requires talent.

CORE COMPETENCIES

Unique Scaffold helps customers meet their engineered scaffold and carpentry objectives by providing resources to meet their short and long term requirements related to the following:

- Engineered Scaffolding
- Shrink Wrap Covering
- Digital Covering / Visual & Safety Protection
- Carpentry

PAST PERFORMANCE

Sectors Served:

- Energy—Power Generation
- Pharmaceutical Manufacturing
- Commercial Construction
- Entertainment—Parks & Resorts
- Government—Laboratory
- Industrial Manufacturing

CODES & CERTIFICATIONS

- Minority Owned Small Business
- DOT 4025143
- CAGE Code 1Y8N8
- NAICS 2389900
- CSLB 1090984 - C61 / D39

NMSDC
MBE Certified

Supplier Clearinghouse
Pursuant to CPUC General Order 156
Est. 1989

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Unique Scaffold
6190 Egret Ct.
Benicia, CA. 94510
(925) 446-4442
indpm@uniquescaffold.us
uniquescaffold.us

REFERENCES:

1. **Rafael Santana**
   Plant Manager
   NCPA
   12745 Thornton Rd.
   Lodi, CA. 95242
   Phone
   Rafael.Santana@ncpa.com

   Relationship: **Customer** at **Northern California Power Agency** from **2011 - Current**

2. **Kevin Karwick**
   General Manager South Bay Projects
   Calpine Corporation
   1 Blanchard Rd.
   Coyote, CA. 95013
   (408) 635-1324
   kkarwick@calpine.com

   Relationship: **Customer** at **Calpine Metcalf Energy Center** from **2011 - Current**

3. **Alex Price**
   Senior Electric Utility Engineer
   City of Santa Clara - Silicon Valley Power
   850 Duane Ave
   Santa Clara, CA. 95054
   (408) 615-6561
   APrice@SantaClaraCA.gov

   Relationship: **Customer** at **Silicon Valley Power** from **2011 - Current**

4. **Andrew Katen**
   Manager, Maintenance
   Turlock Irrigation District W.E.C
   600 South Washington Rd.
   Turlock, CA. 95380
   (209) 883-3452
   Akaten@tid.org

   Relationship: **Customer** at **Turlock Irrigation District** from **2011 - Current**

5. **Dean Linville**
   Plant Manager
   PG&E Colusa Generating Station
   Dirks Rd.
   Stonyford, CA. 95979
   (530) 934-9084
   D2LO@pge.com

   Relationship: **Customer** at **Pacific Gas & Electric Company** from **2011 - Current**

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Work Safe Work Smart

April 14th, 2026

RFP 07-127 Qualifications of the Team

Customer
City of Roseville
Roseville Electric Generation Division
311 Vernon Street
Roseville, CA 95678

Attention: City Clerk Department. cityclerkroseville@roseville.ca.us.

Estimator: Juan Acosta Vargas
25 Year of Scaffolding experience 2001-2026. From 2013-2026 with Unique Scaffold.
13 of those years as a field worker
12 of those years as an estimator / project manager

Office Manager / Billing Manager: Desiree Puente
43 Years of Billing / Management for the scaffolding Industry. 1983-2026. From 2011-2026 with Unique Scaffold. 4 of those years as the Office manager.

General Foreman: Jesus Castillo
23 Years of Scaffolding experience 2003-2026. From 2013-2026 with Unique Scaffold.
21 of those years as a field worker.
2 of those years as the General Foreman with Unique Scaffold.

Journeyman / Apprentice
Unique Scaffold has around 80 field employees with a 3 to 1 ratio of Journeyman to Apprentices.
Unique Scaffold has the ability to hire additional employees from Carpenters Local 152 in Martinez California.
All field employees are signatory to the Norther Californian Carpenters Union.
All field employees have experience of working in the power generation industry.

Docusign Envelope ID: 454E4918-D88C-80D4-825D-036C8FB1F2F4

Work Safe — UNIQUE SCAFFOLD — EST 2011 — Work Smart

April 14th, 2026

RFP 07-127 Project Understanding

Customer
City of Roseville
Roseville Electric Generation Division
311 Vernon Street
Roseville, CA 95678

Attention: City Clerk Department. cityclerkroseville@roseville.ca.us.

Understanding the basis of work; broken down into three sections.

Scaffolding work can be broken down into three sections.

- The first section is general maintenance: an example being a gasket needs to be changed on a flange and cannot be safely access without scaffolding.
- The second section is Capital work/projects: as a specialty project to improve the capabilities and efficiency of the facilities productivity or to implement additional safety implements.
- The third section is planned and or forced outages: Scheduled outages to perform regular maintenance on equipment in the facility i.e. Steam Turbine, HRSG or Gas Turbines.

As a general statement the use of scaffolding applies to the above sections to assist plant personnel / other contractors access their work in a safe manner.

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Work Safe — Work Smart

April 14th, 2026

RFP 07-127 Project Plan

Customer
City of Roseville
Roseville Electric Generation Division
311 Vernon Street
Roseville, CA 95678

Attention: City Clerk Department. cityclerkroseville@roseville.ca.us.

Unique Scaffolds essential steps to a project.
The following is what Unique Scaffold believes to be the best working practices.

- Communication: communication is the first step between the client and the contractor. Without communication very little if anything can be achieved.
- Setting up a job walk: Discuss the scope of work with plant personnel to obtain the proper information related to the specific task.
- Evaluate the job: Unique Scaffold will evaluate the scope of work to determine the best approach (Safest) to provide the access required to complete the specific task.
- Quoting the job: Unique Scaffold will provide a T&M Budget Pricing quote to the facility after the job walk and properly evaluating the scope of work required.
- Facility Safety Orientation: Unique Scaffold employees shall sign into the facility roster and then take the facility safety orientation before starting the assigned task. Employees will learn the hazards associated with the facility and how to best mitigate those hazards as well as the safety precautions provided by the plant (Safety Showers, Emergency Eye Wash Stations, AED, Fire Extinguished, Windsocks and Evacuation Routes: Muster Points.)
- Obtaining a Safe Work Permit: The Lead employee will obtain a safe work permit from the control room operator and discuss the scope of work and associated hazards if any that are present during the scheduled workday. This includes Lock Out Tag Out (LOTO) if the scope of work requires it.
- Unique Scaffold JHA (Job Hazard Analysis): The Unique Scaffold Lead will fill out and go over the associated hazards present on the jobsite with their fellow employees to ensure that the crew is aware of potential hazards and can accomplish the task in a safe and productive manner.

Docusign Envelope ID: 454E4918-D88C-80D4-825D-036C8FB1F2F4

Work Safe ★ UNIQUE SCAFFOLD EST 2011 ★ Work Smart

- Begin Scope of Work: Unique Scaffold will obtain the delivered materials required to complete the assigned task for the previously obtained safe work permit by following the best and current safe work practices while following the CAL OSHA regulations for scaffolding.
- House Keeping: By following the best safe work practices ensuring left over materials and construction debris are removed from the work location and properly disposed of. While keeping walkways clear to eliminate tripping hazards and pinch points.
- Safety Equipment throughout the facility will not be obstructed by our scaffolds in the event of an injury or emergency, unless authorized by the facility manager.
- Completion of task walk down: Once the scaffold has been completed and will be released for use to the facility Unique scaffold lead employee will walk the scope of work down the with requestor or facility representative to ensure adequacy and all parties agree. Once the task is completed the lead employee will close the safe work permit and ensure themselves and their fellow employees sign out of the facility
- Scaffolding ready for use: Once the scaffolding has been completed and verified by the facility Unique Scaffold will correctly tag the scaffold. The Insert on the tag will contain the proper information for the scaffold user to follow the guidelines listed on the tag to safely accomplish the task.
- Scaffolding ready for removal: Once the assigned task has been completed by the facility or other contractor Unique Scaffold will mobilize to dismantle, while following the previously established steps outlined. The scaffold should be clean and free of construction debris before dismantling.
- Work Schedule: Unique Scaffold is available 24/7 to provide our services at the discretion of the facility.

By following this outline of steps Unique Scaffold and the facility can accomplish all aspects of the assigned task in a safe and productive manner.

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April 15, 2026

RFP 07-127 Scope of Service & Cost Proposal

Customer
City of Roseville
Roseville Electric Generation Division
311 Vernon Street
Roseville, CA 95678

Attention: City Clerk Department. cityclerkroseville@roseville.ca.us.

Effective July 1st, 2026, per our Carpenters Union Negotiation (46 Northern California Counties Master Agreement) through June 30th, 2027, Time & Material Scaffold Rates service on the current above-mentioned project (s) are:

Labor Rates	Straight Time	Overtime	Double Time	Travel/Drive Time
Per Hour	$134.00	$173.50	$212.00	$90.00

- **Cost saving option for early payment 2% 10-day, net 30 per invoice.**

- **Crew Members Travel Time. (One Way)**
- 2 hours per day will apply to all crew members one way.

- **Driver drive time (Round Trip)**
- 2 hours each way will apply to the employee assigned by Unique Scaffold to drive company vehicle to and from job site.

- **Daily use of Flatbed and Pickup Truck plus Fuel will be billed as follows.**
- Pickup - $115.00 plus $0.80 per mile from Unique Scaffold office.
- Flatbed - $150.00 plus $1.60 per mile from Unique Scaffold office.

- **Scaffold material rental for the initial 28 days is included. Rental thereafter will be billed at**
- $0.10 per piece, per day.

- **Shrink wrap material/ accessories that are used per-request will be billed per (½ roll and or full roll) 12mil 30' x 100' as follows.**
- $800.00 per full roll and $400.00 per half roll.

- Consumables such as wire, nails, toe-board, and small tools are included in the pricing.

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- Other consumables, i.e. full sheets of plywood, safety netting, I-beams or any other items uncommonly used for day-to-day scaffold use will be billed at cost plus 15%.
- Freight (Semi-Truck) will be billed at cost plus 15%.
- Engineering will be billed at cost plus 15%.
- Third Party rental equipment will be billed at cost plus 15%.
- Budget pricing will be provided for all projects prior to starting work, except for emergency call out work. Pricing for this work will be provided in a timely manner.
- All work will be done in accordance with NCCRC Agreement.
- Unique Scaffold will coordinate directly with City of Roseville on work being performed and at the sole discretion of on-site Manager(s).
- Unique Scaffold's project manager's responsibilities shall include inspection and tracking of all scaffold materials being stored and erected to ensure scaffold quality is within the Cal – OSHA requirements and Industry Standard Guidelines.
- No back charge for work by others on or incidental to our work under this Agreement will be accepted by or paid by us unless we have entered into written agreement relative to said charges prior to the performance of such work.
- The bid assumes that a material stocking area will be provided near the area being erected or dismantled.
- Bid excludes cost of site-specific safety orientation or drug testing.
- Prices quoted are based on reasonable site access, allowed, and/or provided by the Customer.
- Pricing is based on Union wages.
- This proposal is subject to acceptance within 60 days.
- Our rates are based on prompt payment. Invoices not paid after 30 days will be subject to California State maximum interest rate of ½% per month on unpaid balance.
- The bid assumes that Roseville Electric may operate a forklift (Crane etc.) which may be used by Roseville Electric to help load and unload trucks and move equipment around the jobsite.
- At your request, we shall make alterations and repairs at your expense. Unless otherwise specified herein, no alterations to our work shall be made by you without our written consent. Additional Labor and/or rental beyond the original scope of work will be performed on a Time & Material basis, with additional rental equipment charges to be charged at the rates mentioned above.
- Any un-scheduled work/call outs will be a minimum of 4 hours per man & a 2 hour minimum per man with travel time in the event job gets cancelled due to weather.

EQUIPMENT RENTAL AND TERMS AND CONDITIONS

It is understood and agreed that:

1. All materials and equipment furnished by us for this project shall always remain our property. You shall assume all responsibility for the equipment while it is in your hands. All material and equipment shall be made available to us for dismantling and removal in the same condition as furnished and erected and you will pay for any parts that are lost or damaged by any cause whatsoever beyond ordinary wear and tear.

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2. It is understood and agreed that you will comply with the following requirements relative to the installation, use and maintenance of the equipment and that, in the event that you fail to do so, you shall be solely responsible for all injuries to persons, including death, or damage to property caused by or arising out of our omission to furnish, install, use and maintain the equipment in accordance with these requirements. And you shall indemnify and save us harmless from liability, loss or expense on account of such injuries to person, including death, or damage to property whether such injuries to person, including death, or damage be attributable to your negligence or the negligence of your employees, or otherwise:

INDEMNITY: *To the fullest extent permitted by law, Lessee shall indemnify Lessor only to the extent caused by the negligent acts or omissions of the Lessee in connection with Lessee's operation or use of the equipment. Lessee shall have no obligation to indemnify Lessor for claims arising out of or resulting from Lessor's negligence; defects in the design, manufacture, maintenance, or condition of the equipment; or Lessor's failure to provide the equipment in safe working order. Any indemnity obligation of the Lessee shall not extend to Lessor's sole or active negligence or willful misconduct, consistent with applicable California law. Lessee shall remain responsible for loss or damage to the equipment to the extent caused by Lessee's negligence during the rental period.*

~~INDEMNITY: To the fullest extent of the law, Lessee shall indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including attorney's fees, arising out of, connected with, or resulting from the equipment or the Lease, including without Limitation, the manufacture, selection, delivery, leasing, renting, control, possession, use, operation, maintenance or return of the equipment. Lessee shall further indemnify Lessor and hold Lessor harmless from all loss and damage to the equipment during the rental period. Lessee recognizes and agrees that included in this indemnity clause, but not by limitation, is Lessee's assumption of any and all liability for injury: disability and death of workmen and other persons caused by the operation, use, control, handling, or transportation of the equipment during the Rental Period.~~

We appreciate the opportunity to submit this proposal. If you have any questions, please feel free to contact me or our office.

Sincerely,

John Soto

CEO
John@uniquescaffold.us
Cell (925) 457-3379
Corporate Office
6190 Egret Ct
Benicia, CA 94510

RESOLUTION NO. 26-315

APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND J. T. THORPE & SON, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, the Contract Purchase Agreement (3005453) for Scaffolding Services, by and between the City of Roseville and J. T. Thorpe & Son, Inc., has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said agreement is hereby approved and 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 _____, 2026, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

Contract Purchase Agreement 3005453

Supplier Details:

Company	J T Thorpe & Son Inc
Contact	Rick Whipple
Address	1060 Hensley St
	Richmond, CA 94801

Submit your response to:

Company	City of Roseville
Contact	Joanna Oukrop
Address	Purchasing Division
	311 Vernon St
	Roseville, CA 95678
Phone	(916) 746-1102
Fax	(916) 746-1115
E-mail	JOukrop@roseville.ca.us

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

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

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

Sole proprietorship - **By owner**

Partnership - **Any general partner**

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

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

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

CITY OF ROSEVILLE CALIFORNIA

Contract Purchase Agreement 3005453

Agreement	**3005453**
Agreement Date	**01-JUN-2026**
Change Order	**1**
Change Order Date	**02-JUL-2026**
Revision	**1**
Agreement Amount	**750,000.00 USD**

Invoice To
City of Roseville
Accounts Payable
311 Vernon St
ROSEVILLE CA 95678
Phone: (916) 774-5488
Fax: (916) 784-3796
Email: accountspayable@roseville.ca.us

Supplier
J T Thorpe & Son Inc
1060 Hensley St

Richmond, CA 94801
Phone: (510) 233-2500
Fax: ()
Email: rick.whipple@jtthorpe.com

Description of Labor, equipment and/or materials

The vendor shall provide the services called for under the City of Roseville Request for Proposals (RFP)# 07-127 for Roseville Electric Generation Division - Scaffolding Services and contractor's proposal thereto titled "Proposal for RFP 07-127 - Scaffolding Services" dated 4/13/26 (hereinafter "proposal"). The terms and scope of work of City of Roseville RFP 07-127 and contractor's proposal are herein made part of this agreement and fully incorporated by reference.

Start Date: Executed Agreement
End Date: 5 years from date of Executed Agreement

Please contact Eddie Vasquez with the Roseville Energy Park at (916)746-1683 or evasquez@roseville.ca.us for questions regarding this agreement. .

*The total agreement amount is an approximation only. The City does not guarantee whatsoever the actual value of this contract.

Customer #	Supplier #	Payment Terms	Freight Terms	FOB	Shipping Method
	16899	**Net 30**	**Freight on Board at the destination**	**Destination**	**Best Method**

Start Date	End Date	Confirm To
		Joanna Oukrop Phone **1-916-746-1102**

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

Docusign Envelope ID: 0127C286-4017-80CE-81C7-6C1666D2750E

Contract Terms and Conditions

1. To the fullest extent allowed by law, Contractor shall defend, indemnify, and save and hold harmless City, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of Contractor's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from City's sole negligence or willful misconduct. The parties intend that this provision shall be broadly construed. Contractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

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

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

4. Time is of the essence of this Agreement.

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

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

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

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

9. All fair employment practices must be adhered to. In addition, if the project referenced on this service agreement is a Public Works project, all prevailing wage laws must be complied with. For prevailing wage contracts over $25,000, copies of certified payroll must be submitted with invoices. Prevailing wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm. In compliance with Labor Code Section 1773.2, as may be amended from time to time, Contractor shall cause a copy of this website to be posted at each jobsite, as applicable.

10. Contractor agrees to the below insurance requirements:

    a. Unless otherwise specified, the Contractor shall maintain the policies of insurance outlined in Attachment A, incorporated herein by this reference, in full force and effect during the term of this Agreement. The City of Roseville retains sole discretion in determining the types and proper levels of insurance

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coverage.

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

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

(1) the minimum coverage and limits specified in this Agreement; or
(2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

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

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

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

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

h. Waiver of Subrogation. Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or

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Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of City, its officers, agents, employees and volunteers for all work performed by Contractor, its employees, agents and subcontractors.

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

11. Contractor shall comply with all federal, state, and local laws and ordinances, including but not limited to the City's storm water regulations, as may be applicable to the performance of services under this Agreement. Failure to comply with local ordinances may result in monetary fines and cancellation of this Agreement. Refer to www.roseville.ca.us/stormwater for links to more information on the City's storm water regulations.

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

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

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

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

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

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

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

19. Contractor/consultant's duties and services under this agreement shall not include preparing or assisting the public entity with any portion of the public entity's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the public entity. The public entity entering this agreement shall at all times retain responsibility for public contracting, including with

Docusign Envelope ID: 0127C286-4017-80CE-81C7-6C1666D2750E

respect to any subsequent phase of this project. Contractor/consultant's participation in the planning, discussions, or drawing of project plans or specifications, if any, shall be limited to conceptual, preliminary, or initial plans or specifications. Contractor/consultant shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by contractor pursuant to this agreement.

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

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

22. The Levine Act (Govt. Code, Section 84308) requires a Party (and its agent(s), if any) to a Proceeding before the City of Roseville that involves any action or consideration related to their contract, license, permit, or other entitlement for use, to disclose any campaign contributions made to City elected or appointed officers totaling more than $500 within the twelve (12) months prior to the City decision and while a proceeding is pending, and includes certain prohibitions on contribution activity thereafter. If applicable campaign contributions have been made by Contractor and/or its agent(s), Contractor is responsible for compliance, including for its disclosure obligations, if any, as further described at: https://www.roseville.ca.us/government/departments/city_clerk/transparency/levine_act.

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

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

    CONTRACTOR and CITY agree that: (a) CONTRACTOR is free from the control and direction of CITY in connection with the performance of the work; (b) CONTRACTOR is providing services directly to CITY; (c) CONTRACTOR has and will maintain at all relevant times a business license; (d) CONTRACTOR maintains a business location that is separate from CITY; (e) CONTRACTOR is customarily engaged in an independently established business of the same nature as that involved in the work performed hereunder; (f) CONTRACTOR actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from CITY; (g) CONTRACTOR advertises and holds itself out to the public as available to provide the same or similar services; (h) CONTRACTOR provides its own tools, vehicles, and equipment to perform the services; (i) CONTRACTOR has negotiated its own rates; (j) CONTRACTOR set its own hours and location of work in accomplishing CITY's on-call needs; and (k) CONTRACTOR has the right to control the manner and means of accomplishing the result desired and exercises its own expert independent judgement.

25. If Contractor produces any "web content" pursuant to this Agreement, as that term is defined in section 35.104 of Title 28 of the Code of Federal Regulations, as may be amended, Contractor shall ensure that any such web content is in full compliance with all applicable requirements of the most current version of the Web Content Accessibility Guidelines, the Americans with Disabilities Act, Code of Federal Regulations and/or

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California law. Contractor shall defend, indemnify, and hold harmless City, its officers, employees, and agents from and against any and all claims, liabilities, damages, or expenses arising out of Contractor's failure to comply with such requirements. This provision shall survive expiration and/or termination of this Agreement.

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

Roseville Business License No. 00857747

Contractor License No. 1659

DIR Registration No. 1000020135

Check mark the applicable company type below:

____**X**____ **Corporation**

_____ **Limited Liability Company**

_____ **Partnership**

_____ **Sole Proprietor**

City Reserves the right to withhold any payments to contractor in the event of noncompliance with insurance requirements or if required by law.
General T&C
REV 3/16/26 JS

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

General - Required Coverage/Documentation

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

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

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

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

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

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

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

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

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

Docusign Envelope ID: 0127C286-4017-80CE-81C7-6C1666D2750E

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

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

Insurance Submission Process

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

How It Works

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

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

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Asbestos-Containing Materials in City-Owned Buildings

California Health and Safety Code Section 25915 requires that all City of Roseville employees, contractors and lessees be notified annually of the presence of asbestos in City-owned buildings constructed prior to 1979. Please post this notice in an area(s) accessible to all employees, contractors and lessees. Contact Facility Maintenance & Operations at (916) 774-5740 for more information about Asbestos Containing Materials (ACMs) in specific City-owned buildings. For more information about asbestos refer to the OSHA website.

The City of Roseville is committed to maintaining a safe and healthy work environment. The City's Facility Maintenance & Operations staff conducts ongoing inspections to identify and safely manage previously installed asbestos-containing products. Renovation of City-owned buildings **MUST** be reviewed in advance by Facility Maintenance & Operations to ensure the City is in compliance with building codes, Americans with Disabilities Act and that no ACMs are disturbed without proper safeguards. Work that requires removal or repair of ACMs is restricted to trained and qualified persons only. **Facility Maintenance & Operations will need to approve the qualified contractors**.

Use the following measures to protect you and others from exposure to airborne asbestos:

- Presume all building materials contain asbestos until determined otherwise by Facility Maintenance & Operations.
- Do not install walls, closets, cabinets, ceilings.
- Do not remove, cut, drill, sand, grind or otherwise disturb any material in the buildings, including carpet and tile.
- Do not paint (this includes any walls, ceilings, floors and electrostatic painting of office furniture).
- Do not remove any items nailed or screwed to the walls (this includes pictures, cabinets, electrical, etc.).
- Do not go above ceilings, behind walls or into building spaces such as attics and crawlspaces unless these areas have been inspected and cleared by Facility Maintenance & Operations.
- Do not pull cable or wiring through above-ceiling spaces with asbestos.
- Do not install screws, pins, nails or hangers into asbestos ceiling or wall plaster.
- Be careful not to damage walls, ceilings or floors when moving furniture or equipment. It is recommended that Facility Maintenance & Operations be contacted prior to moving furniture or equipment.
- Do not brush, sweep or vacuum textured asbestos ceiling plaster or plaster debris.
- Immediately report any damage or deterioration of suspect building materials to Facility Maintenance & Operations or Risk Management.

It is important to note that the presence of asbestos does not mean you have been exposed. Exposure results when friable asbestos particles are inhaled or ingested. Asbestos becomes friable when material containing asbestos is drilled, sanded or disturbed by remodeling or demolition work or when the ACM has deteriorated. Intact, bonded, sealed or undisturbed asbestos does not pose a hazard.

Employees may review the asbestos survey reports, results of bulk sampling or air monitoring conducted in City-owned buildings. All asbestos data will be available by appointment with Facility Maintenance & Operations.

Docusign Envelope ID: 0127C286-4017-80CE-81C7-6C1666D2750E

Facilities Built Pre 1979 That May Contain Asbestos	Year Built
Downtown Library - 225 Taylor Street 95678	1974
Carnegie Museum - 557 Lincoln Street 95678	1912
Tower Theatre - 415 Vernon Street 95678	1940
Fire Station #3 - 1300 Cirby Way 95661	1963
Old Corp Yard - 100 Old Corp Yard Road 95678	1940
Water Treatment Plant Operations Bldg.- 9595 Barton Road 95746	1965
Waste Water Treatment Plant Operations Bldg. - 1800 Booth Road 95747	1962
Royer Recreation Bldg. - 190 Park Drive 95678	1950
Fire Museum - 400 Lincoln Street 95678	1930
Diamond Oaks Golf - 349 Diamond Oaks Road 95678	1965
Johnson Pool, 4th & D Street	1950
330 Vernon Street	1940
107 Sutter Avenue	1962

Sign to acknowledge receipt of asbestos notification:

SIGNATURE	Signed by: Andrew Levien 62E869EFF8DB44A...
COMPANY NAME	JT Thorpe & Son, Inc.
DATE	7/6/2026

Asbestos
Rev 01/16/19

Docusign Envelope ID: 0127C286-4017-80CE-81C7-6C1666D2750E

Supplier

Signature: Signed by: Andrew Levien 62E869EFF8DB44A...

Print Name: Andrew Levien

Title: VP of Western Operations

Date: 7/6/2026

Supplier

Signature: Signed by: Mark Hauber D7081D13FE4D4DC...

Print Name: Mark Hauber

Title: CFO

Date: 7/6/2026

City of Roseville, A Municipal Corporation

Signature: _____

Print Name: **Dominick Casey**

Title: **City Manager**

Date: _____

Docusign Envelope ID: 0127C286-4017-80CE-81C7-6C1666D2750E

DocuSign Envelope ID: 4749B558-6FCA-43A5-91D4-B595639FE9FA

April, 2022

RE: Contractor and Grantee Compliance with Economic Sanctions Imposed in Response to Russia's Actions in Ukraine

Dear Vendor:

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding sanctions in response to Russian aggression in Ukraine. The EO is located at https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf.

The EO directs all agencies and departments that are subject to the Governor's authority to take certain immediate steps, including notifying all contractors and grantees of their obligations to comply with existing economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law.

This correspondence serves as a notice under the EO that as a contractor or grantee, compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions). Failure to comply may result in the termination of contracts or grants, as applicable.

Please note that for any agreements or grants valued at $5 million or more you must report to the City of Roseville your compliance with economic sanctions including steps you have taken in response to Russia's actions in Ukraine, including, but not limited to, desisting from making new investments in, or engaging in financial transactions with, Russian entities, not transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine.

Sincerely,

DocuSigned by:
Shannon Wiest
A3035660A19747F...

4/25/2022

Shannon Wiest
City of Roseville
Purchasing and Warehouse Manager

Docusign Envelope ID: 0127C286-4017-80CE-81C7-6C1666D2750E

JTTHORPE

April 13, 2026

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

Subject: Proposal for RFP 07-127 – Scaffolding Services

Dear Sir or Madam,

JT Thorpe & Son is pleased to submit this proposal in response to RFP 07-127 for Scaffolding Services for the Roseville Electric Generation Division.

Our firm has extensive experience providing scaffolding services for industrial and power generation facilities, including installation, maintenance support, and safe dismantling of complex scaffold systems. We are confident in our ability to support the City's operations at both Roseville Energy Park and Roseville Power Plant #2.

We understand the scope of work includes providing all personnel, equipment, materials, and supervision necessary to deliver safe, compliant, and efficient scaffolding services. Our team is fully committed to adhering to all safety regulations, prevailing wage requirements, and project specifications outlined in the RFP.

Primary Contact for this Proposal:
Rick Whipple, PE
Regional Manager
510-233-2500
rick.whipple@jtthorpe.com

Mailing Address of Firm:
JT Thorpe & Son, Inc.
1060 Hensley Street
Richmond, CA 94801

JT Thorpe & Sons agrees to provide the services described in the RFP and comply with all requirements, terms, and conditions. We have attached all the requested Tabs.

We appreciate the opportunity to submit this proposal and look forward to the possibility of working with the City of Roseville.

Sincerely,

Andrew Levien
VP of Western Operations
JT Thorpe & Son, Inc.
AndyL@JTThorpe.com
714-345-8875

Docusign Envelope ID: 0127C286-4017-80CE-81C7-6C1666D2750E

Attachment A

PROPOSER'S CERTIFICATION

I hereby propose to furnish the goods or services specified in the Request for Proposals ("RFP"). I agree that my proposal will remain firm for a period of up to ninety (90) days in order to allow the City of Roseville ("City") adequate time to evaluate the qualifications submitted.

I have carefully examined the Request for Proposals and any other documents accompanying or made a part of this RFP. The information contained in this proposal is true and correct to the best of my knowledge and is signed under penalty of perjury under the laws of the State of California. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its authorized agent and that the firm is ready, willing and able to perform if awarded the contract.

I further certify that this proposal is made without prior understanding, agreement, connection, discussion, or conspiracy with any other person, firm or corporation submitting a proposal for the same product or service; that this proposal is fair and made without outside control, collusion, fraud or illegal action; that no officer, employee or agent of the City or any other proposer is financially interested in said proposal; that no undue influence or pressure was used against or in concert with any officer, employee or agent of the City in connection with the award or terms of the contract that will be executed as a result of this RFP; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

JT THORPE & SON, INC.
NAME OF BUSINESS

Andrew Levien
SIGNATURE

Andrew Levien, VP of Western Operations
NAME & TITLE, TYPED OR PRINTED

1060 Hensley Street, Richmond, CA 94801
MAILING ADDRESS

714-345-8875
TELEPHONE NUMBER

AndyL@JTThorpe.com
EMAIL

Type of Organization:

____ Sole Proprietorship X Corporation ____ State of Incorporation

_____ Partnership ____Limited Liability Company

Docusign Envelope ID: 0127C286-4017-80CE-81C7-6C1666D2750E

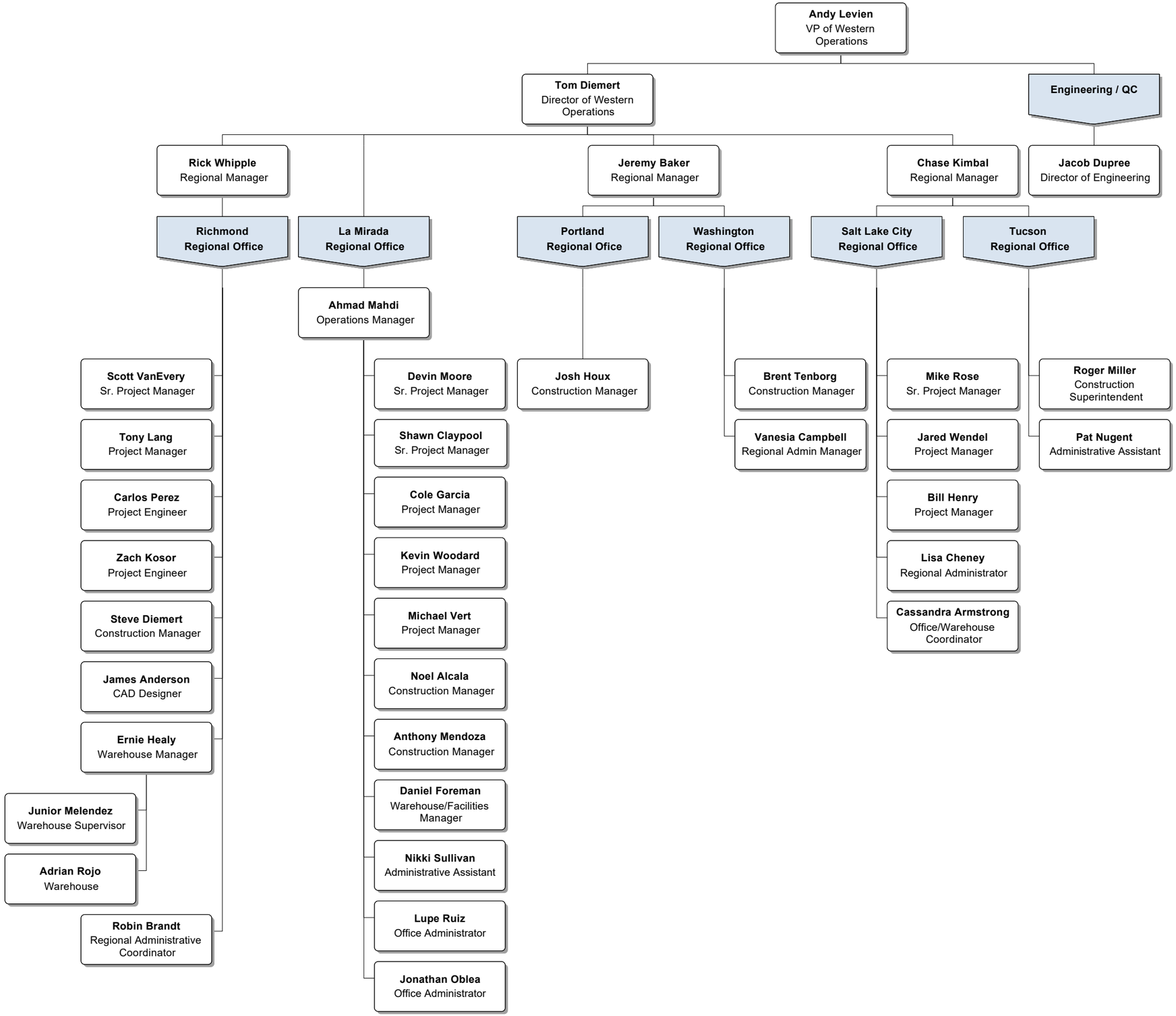
JTTHORPE

TAB A: Firm's Qualifications

JT Thorpe is a company with over a century of experience, founded in 1906 and incorporated in 1922. We have a workforce of over 20,000 tradespeople and handle projects ranging from small maintenance to large expansions across industrial sectors. JT Thorpe offers integrated services like scaffolding, insulation, coatings, and refractory work, all backed by a strong focus on safety and quality. We have a nationwide reach and a reputation built on long-term client trust. Our safety, quality, resources, and project management are what differentiate us from the competition and provide our customers the peace of mind that JT Thorpe will deliver a successful project on time and on budget. JT Thorpe has access to a nation-wide labor pool of craftspeople and can staff projects of 2 craftspeople upwards of 100 workers per shift (around the clock coverage). All of our craftspeople have graduated from an apprenticeship program or are certified through a Building Trades Union. We perform routine maintenance work as well as new construction projects for municipalities, power plants, manufacturing facilities, refineries and office complexes. JT Thorpe has regional offices stocked with material, equipment and logistics capabilities to meet the City of Roseville's needs and can mobilize crew and equipment in as little as a few hours. Our Richmond, CA Regional Office and Corporate Headquarters stand at the ready to serve. We do not intend to utilize any sub-contractors or sub-consultants. The next page contains our organizational chart for the Western Region.

JTTHORPE

JT Thorpe & Son, Inc.
Western Operations



Docusign Envelope ID: 0127C286-4017-80CE-81C7-6C1666D2750E

JTTHORPE

TAB B: Experience and References

JT Thorpe performs scaffold erection, maintenance, and dismantling across the country at a multitude of different customer sites. Below are a few project references similar in scope to the work requested by the City of Roseville. More references can be provided upon request.

Client: Enerfab
Job Location: Valmy Power Station, Valmy, Nevada
Project Name: Coal Gas Conversion Project
Job Description: Erected and dismantled scaffolding to support the installation of new burners and approximately 4,000 linear feet of 18-inch piping.
Project Duration: July 2025 – Present
Contact Person: Darin Keller; darrin.kellar@enerfab.com; 702-377-1229

Client: NV Energy
Job Location: Valmy Power Station, Valmy, Nevada
Project Name: Boiler #1 Air Heater / Pre-Heater
Job Description: Erected and dismantled scaffolding to facilitate access for opening, cleaning, inspecting, and repairing a boiler measuring approximately 50’ x 60’ x 95’ tall
Project Duration: August 2025 – December 2025
Contact Person: Charles Lee; charles.lee@nvenergy.com; 309-267-4955

Client: Irvine Water District
Job Location: Irvine, CA
Project Name: Scaffold support for digesters, general maintenance building, and piping spools
Job description: Erect and dismantle scaffold as required.
Project Duration: March 2024-Present
Contact Person: Corey Grier; grier@irwd.com; 951-378-6658

Client: Greenleaf-Desert View Power
Job Location: Mecca, CA
Project Name: Scaffold support for Combuser, Cyclones, Outlet, Turbine Room, etc.
Job description: Erect and dismantle scaffold for outages and routine maintenance
Project Duration: 1992-2024 (Plant closed in 2024)
Contact Person: John Puskas; 760-262-1653

Client: CA Department of Water Resources (DWR)
Job Location: San Jaquin Field Division
Project Name: Scaffold support at multiple pump station locations.
Job description: Erect and dismantle scaffold for outages and routine maintenance
Project Duration: December 2025-Present
Contact Person: Paul Weeks, 661-858-5692; Chris Umfleet, 661-858-5758

Docusign Envelope ID: 0127C286-4017-80CE-81C7-6C1666D2750E

JTTHORPE

TAB C: Qualifications of Team

Our project team is led by **Rick Whipple**, an experienced Regional Manager in the Northern California Area. He has experience supporting large industrial maintenance and construction projects within the company's core services of scaffolding, refractory, insulation, and coatings. With a strong background in heavy industrial environments, he brings practical field knowledge and project Leadership to ensure safe efficient execution of work scopes across refinery and industrial facility settings.

Anthony Lang is our Scaffolding Senior Project Manager who has over 20 years of scaffolding and industrial experience. He will be the project lead for all work for the City of Roseville. He began his career in the field, building a strong foundation of hands-on operations and developing a comprehensive understanding of project execution from planning through completion. Proven commitment to safety, quality, and efficient project delivery.

JT THORPE has many qualified Scaffold Field Foreman and Journeyman—all of whom are certified through the local Carpenters union as qualified Scaffold Journeyman. We intend to assign the two Field Foreman listed below to all work at the City of Roseville, but we reserve the right to send other qualified foreman depending on our workload at the time of need.

Eddie Cardona, Lead field supervisor. He has overseen over 50 large-scale industrial and Commercial projects, ensuring on-time delivery and exceptional safety records.

Manny Frendo, Lead field supervisor. He has 10 years of hands-on scaffolding expertise, and the entire team holds regular safety training.

The Journeyman will vary from job to job.

Each member of our team has yearly training and holds certificates in:

- OSHA 30, Scaffold Builder, First Aid, CPR_AID, Fall Protection/Prevention, Scaffold Safety Best Practices, Bloodborne Pathogens Standard Precautions, Heat Illness, LOTO, and Confined Space.

Together, their combined experience ensures we meet the highest standards of quality, safety, and efficiency on this project. Full resumes attached for Rick Whipple and Tony Lang.

Docusign Envelope ID: 0127C286-4017-80CE-81C7-6C1666D2750E

JTTHORPE

TAB D: Project Understanding

We have a thorough understanding that the Roseville Electric Generating Division project demands a scaffolding solution that balances safety, access, and operational continuity.
We recognize that any delay or disruption could impact critical plant operations. Thus, JT Thorpe & Son will implement a flexible, phased scaffolding plan. Each phase will be carefully aligned with your maintenance schedule, ensuring minimal downtime. Our team will perform daily safety inspections, and weekly coordination meetings will keep all stakeholders informed. Drawing on JT Thorpe's 120 years of industry experience, we have successfully completed scaffolding projects in complex industrial settings. We will apply the same meticulous approach here, ensuring each scaffold is engineered to the highest standards. By proactively identifying risks, weather, site conditions, or scheduling, we ensure that we adjust in real time. Our goal is to provide a seamless, safe, and efficient scaffolding solution that supports your operational goals entirely. We can/will mobilize our crew and equipment for short term maintenance scaffolding or for major outage support.

Docusign Envelope ID: 0127C286-4017-80CE-81C7-6C1666D2750E

TAB E: Project Management

JT Thorpe & Son will manage this scaffolding project through a disciplined project management framework. Each project will be overseen by a dedicated Project Manager (Tony Lang), supported by a Field Supervisor down to our Craftsman, our approach is anchored in JT Thorpe's 120 years of industrial experience, ensuring we deliver precision, safety, and efficiency. We conduct daily hazard assessments in our JHA and Start Cards, with daily safety meetings, a weekly safety topic focus, and progress meetings with customers.

We utilize a digital project management platform in an app on our phones for real-time tracking of tasks, materials, and milestones. By maintaining open communication with all stakeholders, we ensure any adjustments are made swiftly.

When the call is received to mobilize for a project, our PM (Tony Lang), will take the lead to coordinate the movement of people and equipment for the task required. The PM will personally oversee every aspect of the project from mobilization to demobilization and everything in between. This includes safety oversight, cost tracking, quality control, and client coordination.

JT Thorpe's proven safety record and dedication to quality mean that we not only meet but exceed expectations on every project.

- Safety is at the core of JT Thorpe's work. It is our number one concern. A project is not deemed successful unless ZERO safety incidents or accidents are achieved. At JT Thorpe we have an extensive safety program. All new JT Thorpe projects have detailed site-specific safety plans. At JT Thorpe, every regional office has a full-time Safety Manager.
- JT Thorpe's core value for safety is reflected in its measured safety statistics. JT Thorpe's statistics and ratings on PICS, ISNetworld, and BROWZ are industry leading. JT Thorpe User ID #'s are available on request.

We welcome the opportunity to further discuss and share our ideas with you. Thank you for your consideration and we look forward to working with you on this project.

Docusign Envelope ID: 0127C286-4017-80CE-81C7-6C1666D2750E

TAB F: Cost Proposal

LABOR RATES
City of Roseville, CA
VALID THROUGH JUNE 30, 2027

*Rates will increase on July 1 of Each Year Based on Prevailing Wage Increases. The Rates will automatically increase by the percentage increase of the Prevailing Wage Total Package rate from the previous year. JT THORPE will submit a new rate sheet to the City of Roseville NLT June 15 of each year. Only the Hourly Rates listed below are subject to change. All other noted charges will remain the same through June 30, 2030.

CLASSIFICATION	BILLING RATES PER HOUR FOR ON-SITE LABOR		
	ST.	T-1/2	DT.
PROJECT MANAGER	$ 197.63	$ 236.07	$ 273.72
FOREMAN	$ 175.08	$ 205.98	$ 236.63
SCAFFOLD BUILDER	$ 161.41	$ 187.72	$ 214.16

STRAIGHT TIME: 0th to 8th Hour, Monday thru Friday

OVERTIME: 9th to 10th Hour, Monday thru Friday
All hours up to 8 hours on Saturday

DOUBLE TIME: All hours over 10 hours, Monday thru Friday
All hours over 8 hours on Saturday
All Sundays and Holidays

*These Rates are all inclusive of payroll, taxes, insurances, overhead, profit, PPE, and consumables. No other charges will apply except as noted below.

Scaffold Rental: 1st 30 days are included in labor rates above; after 30 days, scaffold will be billed at $0.03 per piecce

Mobilization: Bill at $1000 per truckload for each movement to/from site. We assume JT THORPE will be able to maintain a laydown area on-site to prevent mobilization and demobilization for every scaffold build, so this movement charge may be limited.

Third Party Rentals/Purchases: Bill at cost plus 15%. (e.g. Rental Equipment/Vehicles/Fuel)

***If any bonds are required, those costs will be passed through to the City of Roseville with no markup.**

Docusign Envelope ID: 0127C286-4017-80CE-81C7-6C1666D2750E

JTTHORPE

TAB G: Required Statements/Documents

JT Thorpe assures that we meet the following requirements noted in the RFQ with no exceptions:

- Non-substitution for the designated members of the team without approval by City staff
- The absence of a conflict of interest
- We have the ability and will fulfill the indemnification and insurance requirements contained in the sample contract
- Nothing in this proposal is proprietary.

We have attached Attachment A, B, C, D, and F. We have also attached proof of registration with the CA Secretary of State.

Docusign Envelope ID: 0127C286-4017-80CE-81C7-6C1666D2750E

BA20252023302

STATE OF CALIFORNIA
Office of the Secretary of State
STATEMENT OF INFORMATION
CORPORATION

California Secretary of State
1500 11th Street
Sacramento, California 95814
(916) 657-5448

For Office Use Only

-FILED-

File No.: BA20252023302
Date Filed: 10/14/2025

B4084-6626 10/14/2025 10:17 AM Received by California Secretary of State

Entity Details

Corporation Name	J. T. THORPE & SON, INC.
Entity No.	0101561
Formed In	CALIFORNIA

Street Address of Principal Office of Corporation

Principal Address	1060 HENSLEY STREET RICHMOND, CA 94801-2117

Mailing Address of Corporation

Mailing Address	1060 HENSLEY STREET RICHMOND, CA 94801-2117
Attention	

Street Address of California Office of Corporation

Street Address of California Office	1060 HENSLEY STREET RICHMOND, CA 94801-2117

Officers

Officer Name	Officer Address	Position(s)
+ MARK T HAUBER	1132 SOUTH 500 WEST SALT LAKE CITY, UT 84101	Chief Executive Officer, Chief Financial Officer, Secretary

Additional Officers

Officer Name	Officer Address	Position	Stated Position
+ Andrew Levien	14540 ALONDRA BLVD LA MIRADA, CA 90638	Vice President	
+ Brent Mitcham	9200 WEST 191ST ST MOKENA, IL 60448	Vice President	
+ Kevin P. Howard	27 NOBLESTOWN RD CARNEGIE, PA 15106	Assistant Secretary	
+ RICHARD P GIARAMITA	1060 HENSLEY STREET RICHMOND, CA 94801	Assistant Secretary	

Directors

Director Name	Director Address
MARK T HAUBER	1132 SOUTH 500 WEST SALT LAKE CITY, UT 84101
KEVIN P HOWARD	27 NOBLESTOWN RD CARNEGIE, PA 15106
+ RICHARD P GIARAMITA	1060 HENSLEY STREET RICHMOND, CA 94801

The number of vacancies on Board of Directors is: 0

Agent for Service of Process

Agent Name	RICHARD P GIARAMITA

Docusign Envelope ID: 0127C286-4017-80CE-81C7-6C1666D2750E

B4084-6627 10/14/2025 10:17 AM Received by California Secretary of State

Agent Address	1060 HENSLEY STREET RICHMOND, CA 94801

Type of Business

Type of Business	REFRACTORY INSTALLATION CONTRACTOR

Email Notifications

Opt-in Email Notifications	Yes, I opt-in to receive entity notifications via email.

Labor Judgment

No Officer or Director of this Corporation has an outstanding final judgment issued by the Division of Labor Standards Enforcement or a court of law, for which no appeal therefrom is pending, for the violation of any wage order or provision of the Labor Code.

Electronic Signature

☒ By signing, I affirm that the information herein is true and correct and that I am authorized by California law to sign.

Terrence Lo	*10/14/2025*
Signature	Date

Docusign Envelope ID: 0127C286-4017-80CE-81C7-6C1666D2750E

Attachment A

PROPOSER'S CERTIFICATION

I hereby propose to furnish the goods or services specified in the Request for Proposals ("RFP"). I agree that my proposal will remain firm for a period of up to ninety (90) days in order to allow the City of Roseville ("City") adequate time to evaluate the qualifications submitted.

I have carefully examined the Request for Proposals and any other documents accompanying or made a part of this RFP. The information contained in this proposal is true and correct to the best of my knowledge and is signed under penalty of perjury under the laws of the State of California. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its authorized agent and that the firm is ready, willing and able to perform if awarded the contract.

I further certify that this proposal is made without prior understanding, agreement, connection, discussion, or conspiracy with any other person, firm or corporation submitting a proposal for the same product or service; that this proposal is fair and made without outside control, collusion, fraud or illegal action; that no officer, employee or agent of the City or any other proposer is financially interested in said proposal; that no undue influence or pressure was used against or in concert with any officer, employee or agent of the City in connection with the award or terms of the contract that will be executed as a result of this RFP; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

JT THORPE & SON, INC.
NAME OF BUSINESS

Andrew Levien
SIGNATURE

Andrew Levien, VP of Western Operations
NAME & TITLE, TYPED OR PRINTED

1060 Hensley Street, Richmond, CA 94801
MAILING ADDRESS

714-345-8875
TELEPHONE NUMBER

AndyL@JTThorpe.com
EMAIL

Type of Organization:

____ Sole Proprietorship X Corporation ____ State of Incorporation

_____ Partnership ____Limited Liability Company

Docusign Envelope ID: 0127C286-4017-80CE-81C7-6C1666D2750E

Attachment B

LEVINE ACT DISCLOSURE STATEMENT

(The completed form submitted to the City of Roseville is a public record.)

California Government Code Section 84308, commonly referred to as the "Levine Act," prohibits any "Officer" (elected or appointed officer, any alternate thereto, and any candidate for elective office) from participating in any consideration or action related to a proceeding if they receive political contribution(s) from a party, or its agent(s), totaling more than $250 within the previous twelve (12) months, while a proceeding is pending, and for twelve (12) months following the date of a final decision in a proceeding concerning a license, permit, other entitlement for use, franchise, or contract (collectively "license, permit, or contract"). For additional information: https://www.roseville.ca.us/government/departments/city_clerk/transparency/levine_act.

City Officers are listed at the following sites:

- The Members of City Council - https://www.roseville.ca.us/government/city_council/meet_council
- Boards & Commission Members - https://www.roseville.ca.us/government/boards_commissions

Parties and their Agents are responsible for reviewing and disclosing their applicable contributions to City Officers on the record of a proceeding.

1. Have you or your entity, or any agent on behalf of you or your entity, made any political contribution(s) totaling more than $250 to any City Officer in the twelve (12) months preceding the date of the submission of your license, permit, or contract, or the anticipated date of any City Council, Board, or Commission consideration or action related to this license, permit, or contract?

YES _____ NO X

If yes, please identify the City Officer(s): _____

2. Do you or your entity, or any agent on behalf of you or your entity, anticipate or plan to make any political contribution(s) totaling more than $250 to any City Officer in the twelve (12) months following any City Council, Board, or Commission consideration or action related to this license, permit, or contract?

YES _____ NO X

If yes, please identify the City Officer(s): _____

Answering yes to either of the two questions above does not preclude the City of Roseville from considering and/or taking action on a license, permit, or contract. It does, however, potentially preclude the identified City Officers from participating in consideration of and in taking any actions related to the license, permit, or contract. Please accurately complete and sign this form, under the penalty of perjury:

4/13/26	Andrew Levien / VP of Western Operations	JT THORPE & SON, INC
(Date)	(Printed Name/Title of Authorized Representative)	(Name of business/legal entity)

Andrew Levien

(Signature)

You must submit a supplemental form if you make any new reportable contribution(s) while the contract, license, permit, or other entitlement is being considered. If this form has not previously been submitted in connection with a contracting, licensing, entitlement or permitting process, please provide the completed form to the Office of the City Clerk for appropriate departmental routing, at: City Clerk, 311 Vernon St., Roseville, CA 95678, CityClerkRoseville@roseville.ca.us

Docusign Envelope ID: 0127C286-4017-80CE-81C7-6C1666D2750E

LEVINE ACT DISCLOSURE STATEMENT

(The completed form submitted to the City of Roseville is a public record.)

Term	Definition	Law
Covered "proceedings"	A proceeding to grant, deny, revoke, restrict, or modify a license, permit or other entitlement for use, that does not solely involve purely ministerial decisions and is: (1) Applied for by the party; (2) Formally or informally requested by the party; or (3) A contract between the agency and the party or a franchisee granted by the agency to the party, other than a contract that is **competitively bid**, a **labor contract**, or a **personal employment contract**.	FPPC Reg 18438.2(a)
Party	Any person who files an application for, or is the subject of, a proceeding involving a license, permit, or other entitlement for use.	Gov. Code 84308(a)(1)
Participant	Any person who is not a party but who actively supports or opposes a particular decision in a proceeding involving a license, permit, or other entitlement for use and who has a financial interest in the decision. A person actively supports or opposes a particular decision in a proceeding if that person lobbies in person the officers or employees of the agency, testifies in person before the agency, or otherwise acts to influence officers of the agency.	Gov. Code 84308(a)(2) FPPC Reg 18438.4
Agent	A person who represents a party or participant for compensation and appears before or otherwise communicates with the governmental agency for the purpose of influencing the pending proceeding. See FPPC Reg 18438.3 for exceptions for certain consultants.	FPPC Reg 18438.3
Competitively Bid	A contract required by law to be awarded to the lowest responsible bidder with a responsive bid, or, if the successful bidder refuses or fails to execute the contract, to the next lowest bidder with a responsive bid.	FPPC Reg 18438.2(a)(3)(A)
Labor Contract	A contract or agreement reached through collective bargaining or with a representative group regarding the salary, benefits, or terms and conditions under an employment or retirement policy for employees or retirees, including a project labor agreement entered under Public Contract Code Section 2500.	FPPC Reg 18438.2(a)(3)(B)
Personal Employment Contract	A contract for employment, including the terms and conditions of employment, between the agency and an agency employee. A contract with an independent contractor is NOT a personal employment contract.	FPPC Reg 18438.2(a)(3)(C)-(D)

A **party** to a proceeding before an agency involving a license, permit, or other entitlement for use **shall disclose on the record of the proceeding** any contribution in an amount of more than two hundred fifty dollars ($250) made within the preceding 12 months by the party or the party's agent.

A **party**, **or agent to a party**, to a proceeding involving a license, permit, or other entitlement for use pending before any agency or a participant, or agent to a participant, in the proceeding **shall not make a contribution** of more than two hundred fifty dollars ($250) to any officer of that agency during the proceeding and for 12 months following the date a final decision is rendered by the agency in the proceeding.

(Gov. Code, § 84308, emphasis added.)

Docusign Envelope ID: 0127C286-4017-80CE-81C7-6C1666D2750E

Attachment C

CONTRACTOR LICENSES

List the licenses held by your company and/or employees. The following representations are made under penalty of perjury:

CA State Lic. No.	Name on License	Class/Type	Expiration Date
1659	J.T. THORPE & SON, INC	C2 / C29 / A / C-4 / C33 / C61 / D39	3/31/27

Do you have a City of Roseville Business License? Yes____ No X

License #_____

***For Public Works Projects (SB854)**: Contractors must register with the Department of Industrial Relations (DIR) pursuant to Labor Code section 1725.5. The Contractor shall provide proof of current registration with the Department of Industrial Relations for both itself and all listed subcontractors with their proposal. Contractors may register at: http://www.dir.ca.gov/public-works/publicworks.html

DIR contractor registration number and expiration date:

* 1000020135 2026-06-30

Docusign Envelope ID: 0127C286-4017-80CE-81C7-6C1666D2750E

Attachment _D__

SUBCONTRACTOR LIST

If subcontractors will not be used, proposer must write "NONE". For construction contracts, in accordance with the Public Contract Code, Part 1, Chapter 4, Subletting and Subcontracting, Contractors must list the name and business address of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or who will specially fabricate and install a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent (0.5%) of the prime contractor's total bid, or in the case of bids or offers for the construction of streets and highways, including bridges, in excess of one-half of one percent (0.5%) of the prime contractor's total bid or ten thousand dollars ($10,000) whichever is greater.

Company Name NONE _____

Principal _____

Address _____

City _____

Phone _____

Job capacity _____

Percentage of total work _____

Licenses and numbers _____

DIR Contractor Registration Number & Expiration Date _____

Company Name _____

Principal _____

Address _____

City _____

Phone _____

Job capacity _____

Percentage of total work _____

Licenses and numbers _____

DIR Contractor Registration Number & Expiration Date _____

Docusign Envelope ID: 0127C286-4017-80CE-81C7-6C1666D2750E

Attachment F

NONCOLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the VP of Western Operations of JT THORPE & SON, INC, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on April 13, 2026 [date], at Richmond [city], CA [state].

Andrew Levari

(Signature of Declarant)

Docusign Envelope ID: 0127C286-4017-80CE-81C7-6C1666D2750E

JTTHORPE

TAB H: Exceptions

JT Thorpe has NO proposed exceptions, alterations or amendments to the Scope of Services or other requirements of this RFP, including the Sample Contract.

Docusign Envelope ID: 0127C286-4017-80CE-81C7-6C1666D2750E

JTTHORPE

TAB I: Competency of Proposers

JT Thorpe has NO pending bankruptcies, liens, stop payment notices, judgments, lawsuits, arbitrations, mediations, foreclosures, and any similar actions filed or resolved in the past seven (7) years.

A Customer has never terminated a contract with JT THORPE for breach.

Department: Roseville Electric Utility
Date: 4/22/2026
RFP No. 07-127
for
Roseville Electric Generation Division - Scaffolding Services

Ranking	Company Name	Evaluation Criteria "A" Score (after weighting)	Evaluation Criteria "B" Score (after weighting)	Evaluation Criteria "C" Score (after weighting)	Total Score
2	JT Thorpe & Son	24	28	35	87
1	Unique Scaffold	25	32	35	92



311 Vernon Street

Roseville, CA 95678

NOTICE OF INTENT TO AWARD

To: All **proposers** concerning **RFP 07-127 Roseville Electric Generation Division – Scaffolding Services**.

From: Roseville Electric Utility, Senior Electric Business Analyst, Steve Hancock

Subject: Notice of Intent to Award

For **RFP 07-127**, pending City Council approval, the City recommends awarding a contract to both **Unique Scaffold and JT Thorpe & Son, Inc.**.

To inquire about the recommended award, please write to Roseville Electric Utility, Senior Electric Business Analyst, Steve Hancock at sjhancock@roseville.ca.us.

JTTHORPE

April 13, 2026

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

Subject: Proposal for RFP 07-127 – Scaffolding Services

Dear Sir or Madam,

JT Thorpe & Son is pleased to submit this proposal in response to RFP 07-127 for Scaffolding Services for the Roseville Electric Generation Division.

Our firm has extensive experience providing scaffolding services for industrial and power generation facilities, including installation, maintenance support, and safe dismantling of complex scaffold systems. We are confident in our ability to support the City's operations at both Roseville Energy Park and Roseville Power Plant #2.

We understand the scope of work includes providing all personnel, equipment, materials, and supervision necessary to deliver safe, compliant, and efficient scaffolding services. Our team is fully committed to adhering to all safety regulations, prevailing wage requirements, and project specifications outlined in the RFP.

Primary Contact for this Proposal:
Rick Whipple, PE
Regional Manager
510-233-2500
rick.whipple@jtthorpe.com

Mailing Address of Firm:
JT Thorpe & Son, Inc.
1060 Hensley Street
Richmond, CA 94801

JT Thorpe & Sons agrees to provide the services described in the RFP and comply with all requirements, terms, and conditions. We have attached all the requested Tabs.

We appreciate the opportunity to submit this proposal and look forward to the possibility of working with the City of Roseville.

Sincerely,

Andrew Levien
VP of Western Operations
JT Thorpe & Son, Inc.
AndyL@JTThorpe.com
714-345-8875

Attachment A

PROPOSER'S CERTIFICATION

I hereby propose to furnish the goods or services specified in the Request for Proposals ("RFP"). I agree that my proposal will remain firm for a period of up to ninety (90) days in order to allow the City of Roseville ("City") adequate time to evaluate the qualifications submitted.

I have carefully examined the Request for Proposals and any other documents accompanying or made a part of this RFP. The information contained in this proposal is true and correct to the best of my knowledge and is signed under penalty of perjury under the laws of the State of California. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its authorized agent and that the firm is ready, willing and able to perform if awarded the contract.

I further certify that this proposal is made without prior understanding, agreement, connection, discussion, or conspiracy with any other person, firm or corporation submitting a proposal for the same product or service; that this proposal is fair and made without outside control, collusion, fraud or illegal action; that no officer, employee or agent of the City or any other proposer is financially interested in said proposal; that no undue influence or pressure was used against or in concert with any officer, employee or agent of the City in connection with the award or terms of the contract that will be executed as a result of this RFP; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

JT THORPE & SON, INC.
NAME OF BUSINESS


SIGNATURE

Andrew Levien, VP of Western Operations
NAME & TITLE, TYPED OR PRINTED

1060 Hensley Street, Richmond, CA 94801
MAILING ADDRESS

714-345-8875
TELEPHONE NUMBER

AndyL@JTThorpe.com
EMAIL

Type of Organization:

____ Sole Proprietorship X___ Corporation ____ State of Incorporation

_____ Partnership ____Limited Liability Company

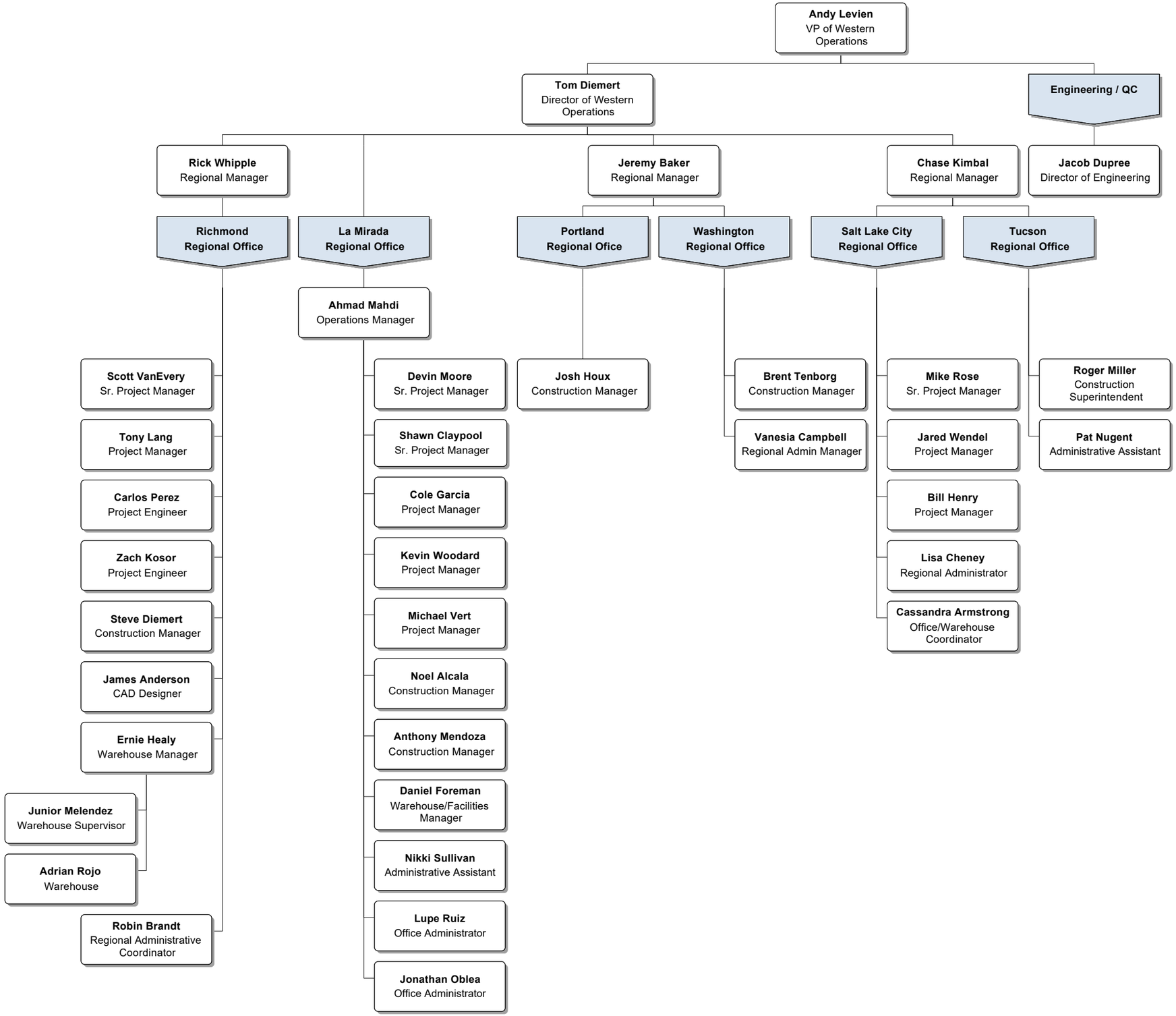
JTTHORPE

TAB A: Firm's Qualifications

JT Thorpe is a company with over a century of experience, founded in 1906 and incorporated in 1922. We have a workforce of over 20,000 tradespeople and handle projects ranging from small maintenance to large expansions across industrial sectors. JT Thorpe offers integrated services like scaffolding, insulation, coatings, and refractory work, all backed by a strong focus on safety and quality. We have a nationwide reach and a reputation built on long-term client trust. Our safety, quality, resources, and project management are what differentiate us from the competition and provide our customers the peace of mind that JT Thorpe will deliver a successful project on time and on budget. JT Thorpe has access to a nation-wide labor pool of craftspeople and can staff projects of 2 craftspeople upwards of 100 workers per shift (around the clock coverage). All of our craftspeople have graduated from an apprenticeship program or are certified through a Building Trades Union. We perform routine maintenance work as well as new construction projects for municipalities, power plants, manufacturing facilities, refineries and office complexes. JT Thorpe has regional offices stocked with material, equipment and logistics capabilities to meet the City of Roseville's needs and can mobilize crew and equipment in as little as a few hours. Our Richmond, CA Regional Office and Corporate Headquarters stand at the ready to serve. We do not intend to utilize any sub-contractors or sub-consultants. The next page contains our organizational chart for the Western Region.

JTTHORPE

JT Thorpe & Son, Inc.
Western Operations



TAB B: Experience and References

JT Thorpe performs scaffold erection, maintenance, and dismantling across the country at a multitude of different customer sites. Below are a few project references similar in scope to the work requested by the City of Roseville. More references can be provided upon request.

Client: Enerfab
Job Location: Valmy Power Station, Valmy, Nevada
Project Name: Coal Gas Conversion Project
Job Description: Erected and dismantled scaffolding to support the installation of new burners and approximately 4,000 linear feet of 18-inch piping.
Project Duration: July 2025 – Present
Contact Person: Darin Keller; darrin.kellar@enerfab.com; 702-377-1229

Client: NV Energy
Job Location: Valmy Power Station, Valmy, Nevada
Project Name: Boiler #1 Air Heater / Pre-Heater
Job Description: Erected and dismantled scaffolding to facilitate access for opening, cleaning, inspecting, and repairing a boiler measuring approximately 50’ x 60’ x 95’ tall
Project Duration: August 2025 – December 2025
Contact Person: Charles Lee; charles.lee@nvenergy.com; 309-267-4955

Client: Irvine Water District
Job Location: Irvine, CA
Project Name: Scaffold support for digesters, general maintenance building, and piping spools
Job description: Erect and dismantle scaffold as required.
Project Duration: March 2024-Present
Contact Person: Corey Grier; grier@irwd.com; 951-378-6658

Client: Greenleaf-Desert View Power
Job Location: Mecca, CA
Project Name: Scaffold support for Combuser, Cyclones, Outlet, Turbine Room, etc.
Job description: Erect and dismantle scaffold for outages and routine maintenance
Project Duration: 1992-2024 (Plant closed in 2024)
Contact Person: John Puskas; 760-262-1653

Client: CA Department of Water Resources (DWR)
Job Location: San Jaquin Field Division
Project Name: Scaffold support at multiple pump station locations.
Job description: Erect and dismantle scaffold for outages and routine maintenance
Project Duration: December 2025-Present
Contact Person: Paul Weeks, 661-858-5692; Chris Umfleet, 661-858-5758

TAB C: Qualifications of Team

Our project team is led by **Rick Whipple**, an experienced Regional Manager in the Northern California Area. He has experience supporting large industrial maintenance and construction projects within the company's core services of scaffolding, refractory, insulation, and coatings. With a strong background in heavy industrial environments, he brings practical field knowledge and project Leadership to ensure safe efficient execution of work scopes across refinery and industrial facility settings.

Anthony Lang is our Scaffolding Senior Project Manager who has over 20 years of scaffolding and industrial experience. He will be the project lead for all work for the City of Roseville. He began his career in the field, building a strong foundation of hands-on operations and developing a comprehensive understanding of project execution from planning through completion. Proven commitment to safety, quality, and efficient project delivery.

JT THORPE has many qualified Scaffold Field Foreman and Journeyman—all of whom are certified through the local Carpenters union as qualified Scaffold Journeyman. We intend to assign the two Field Foreman listed below to all work at the City of Roseville, but we reserve the right to send other qualified foreman depending on our workload at the time of need.

Eddie Cardona, Lead field supervisor. He has overseen over 50 large-scale industrial and Commercial projects, ensuring on-time delivery and exceptional safety records.

Manny Frendo, Lead field supervisor. He has 10 years of hands-on scaffolding expertise, and the entire team holds regular safety training.

The Journeyman will vary from job to job.

Each member of our team has yearly training and holds certificates in:

- OSHA 30, Scaffold Builder, First Aid, CPR_AID, Fall Protection/Prevention, Scaffold Safety Best Practices, Bloodborne Pathogens Standard Precautions, Heat Illness, LOTO, and Confined Space.

Together, their combined experience ensures we meet the highest standards of quality, safety, and efficiency on this project. Full resumes attached for Rick Whipple and Tony Lang.

JTTHORPE

RESUME

NAME: Richard Whipple, PE

POSITION: Regional Manager

EDUCATION: Bachelor of Science, Degree in Mechanical Engineering from University of California Davis, Davis, CA.

EXPERIENCE: J.T. Thorpe & Son, Inc. August 2011 to Present
Project Engineer/Project Manager on refractory, acid resistant lining and fireproofing construction and maintenance projects.

CERTIFICATIONS: Board of Professional Engineers, Land Surveyors and Geologists
Certified as Professional Engineer
License Number: M 37565

American Petroleum Institute
API-936 Certified Refractory Practitioner
Certification Number: 45319

2011 to Present - Project Manager responsible for the execution of the annual maintenance agreements and new construction of various large CFB Boilers, Power Plants, Chemical Plants, Manufacturing Facilities, and Petroleum Refineries. Responsibilities include design modifications, estimating, drawings and managing all annual maintenance and capital projects. Select plant experience includes:

1) AES Puerto Rico	8) Phillips 66 Rodeo
2) ECO Services Martinez	9) Marathon Martinez
3) Foster Wheeler Martinez	10) Marathon Martinez Chemical Plant
4) Rio Bravo Fresno	11) Pacific Steel Castings
5) Woodland Biomass	12) San Francisco Public Utilities
6) Tesla Motors	13) JR Simplot Helm
7) TransMontaigne	14) Mills Building San Francisco

SELECT PROJECT EXPERIENCE

January 2026	Marathon Martinez Renewables – Executed annual Hydrocracker Turnaround including work in the reformer furnace, stack, and ducts.
January 2026	Transmontaigne Martinez – installed scaffolding for the complete overhaul of Flare Stack
November 2025	Marathon Martinez Cogen (formerly Foster Wheeler) – executed planned shutdowns for 2 ea. HRSG units
July 2024	Phillips 66 Rodeo SPP Outages – executed shutdown work for 3 ea. HRSG units

September 2023	Central Contra Costa Sanitation – oversaw Project Team responsible for regular maintenance at municipal water treatment plant
August 2022	AES Puerto Rico – planned maintenance work at large power plant
November 2021	Chevron Richmond Technology Center – worked on capital upgrades to the office complex and labs
June 2020-July 2020	Phillips 66 Rodeo Carbon Plant – Major shutdown for 2 kilns and associated boilers. Kiln brick, nose ring and tail ring castable repairs and cooler monolithic repairs.
September 2019-December 2019	Marathon Martinez DCU, Acid Plant and #6 Boiler Turnarounds. Maintenance and capital work for refinery wide shutdown including work in Sulfuric Acid Plant.
February 2019	ECO Services Martinez – Designed a new lining system for the Waste Heat Boiler Inlet. Executed complete replacement of the refractory in the Inlet along with planned repairs to the Sludge Furnace, Acid Towers, Converter, WHB and Pre-Heater.
October/November 2018	Phillips P66 SFAR –DCU and MP-30 T/A's. Performed repairs in furnaces, pre-heaters, boilers, and exchangers. Also performed fireproofing and concrete repairs. Extensive saltwater lining of new and exiting pipe spools.
October 2018	Marathon Martinez – DCU, #6 Boiler and SRU. Maintenance and repairs to the Reaction Furnace, boilers and converters. Fireproofing replacement on Deaerator Column.
January 2018	Marathon Martinez – HCU TAR. Performed extensive repairs in the Selas Furnace and associated heaters and furnaces. Installed fireproofing at pedestals, columns, and beams. Performed grout and concrete repairs.
2018-2021	AES Puerto Rico - Secured 3-year contract for maintenance and capital work. 1-2 planned outages annually.
May-August 2017	Tesoro Martinez – FCCU and Plantwide TAR Event. 75,000+ manhour project. Extensive work in FCCU Reactor, Regenerator, Large Lines and Boilers. Other plantwide work included reformer furnaces, CO Boilers, and Acid Plant. Extensive fireproofing repair and replacement on the structure (cementitious and intumescent).
November 2016	Nucor Steel LA – DRI furnace and pre-heaters Major Shutdown
January 2016	P66 SFAR – Plantwide TA. Unicracker and SRU Block TA's.
May 2015	Woodland Biomass – Major Spring Outage. Performed repairs throughout boiler as well as replaced both cyclone vortex finders.

January 2015	Tesoro Golden Eagle – Project Engineer on the FCCU and Reformer/HDA/HDS Complex T/A. Performed regular works as well as a structural repair to the cooling tower.
November 2014	Tesoro Golden Eagle – Oversaw the Delayed Coker, #3 Crude and #5 Gas T/A. Repairs included CF repairs in furnaces, brick repairs in heaters, structural concrete repairs, and furnace duct replacement.
April 2014	Woodland Biomass - – Designed, bid and executed major outage including complete rebricking of 2 cyclones (>36,000 bricks laid). Total outage work was comprised of over 7000 manhours in a less than 3 week time frame..
February 2014	Rio Bravo Fresno – Designed, bid and executed major outage including the entire replacement of the cyclone target wall and crossover long wall.
January 2014	ECO Services (Solvay) Martinez – Managed the planned Acid Plant Turnaround. Highlights included thickness testing in the sludge furnace, floor replacement in the quench tower and miscellaneous repairs in the sludge furnace, dust chamber, quench tower, dutch oven, and hirt burner.
2013-2014	Tesoro Golden Eagle – Oversaw daily maintenance requests
November 2013	Phillips 66 Carbon Plant – oversaw unplanned emergency shutdown of the carbon plant.
March 2013	Tesoro Anacortes – Project Engineer for the plant wide T/A. Managed and finished the final phases of the project.
February 2013 – August 2013	Air Products Energy From Waste Project Tees Valley – Project Engineer for new construction project tasked with bid coordination, design engineering and quality control. Oversaw direct and subcontractor reports in The United Kingdom.
February 2013	Rio Bravo Fresno – undertook the estimation, planning and execution of the annual major shutdown – 1500+ manhours.
January 2013	Tesla Motors – As Project Engineer worked with Tesla in-house design team to completely repurpose an existing aluminum furnace to exacting standards. As Project Manager oversaw the installation of the brand new refractory system.
December 2012	Plains All American Pipeline Martinez – Performed a complete relining of the Flare Stack. Including the design and construction of internal scaffold.

December 2012	San Francisco Public Utilities Commission – Project Manager for planned repairs to Thermal Oxidizer Stack. Provided refractory crew as well as crane and on-site recue services. Repair plan was devised using a man-basket and crane entry.
September – October 2012	Shell Martinez – Flexicoker Turnaround. Project Engineer for 6 week turnaround of the Flexicoker and two SRU's. Assisted in field management and takeoffs. Actively involved in the quality control program-developed drawings, specifications, code weld books, turnover packages and checked work at required hold points.
July – September 2012	Northwest Redwater Partnership – Project Engineer for preliminary SRU Design Project. Assisted in running heat calculations, data management, material selection, preliminary estimates and weekly design meetings with other engineers and representatives of the owner.
May – June 2012	AES Puerto Rico – Project Engineer for expedited Unit #2 Outage. Assisted in the management of traveler crew and locally acquired labor. Repairs included extensive shotcreting, welding and gunite to the Outlet Ducts, Crossovers, Combustor and FBHE's.
May 2012	Woodland Biomass – Managed 2012 Major Outage. Annual maintenance work included repairs to the combustor sidewalls using plastic refractory and gunite repairs to the crossover and outlet duct. Oversaw the relining of the ash classifier line.
April- May 2012	Phillips 66 Rodeo Refinery – Estimated and executed Unicracker and SRU Turnaround. Work included relining of furnaces, condensers, reaction furnaces and waste heat boilers.
Jan 2012-March 2012	Tesoro Golden Eagle Refinery – Project Engineer for large FCCU and Plant-Wide shutdown. Assisted in design, engineering, planning and execution of repairs and modifications to FCCU, Alky Unit, Feed

	Preps, and Boilers.
December 2011	Amy's Kitchen - Oversaw maintenance and modification work to the Acid Resistant Tile flooring of a food processing plant. Approximately 1500 s.f. of grout repairs were performed along with the installation of a new drain.
December 2011	BVBP Ione - Assisted in various phases of plant conversion from coal to biomass.
December 2011	Pacific Steel Castings – Participated in an unscheduled emergency repair of an Annealing Oven while the plant was in full operation.
October 2011	Conoco Phillips Rodeo Refinery – facilitated a number of repair/maintenance jobs such as lining Salt Water Piping, patch repairs to a Thermal Oxidizer, and re-bricking a Burner Can.
October 2011	Rio Bravo Fresno Shutdown – Oversaw execution of regular refractory maintenance. Work was performed in the Combustor, Outlet Duct, and Crossover.
October 2011	Woodland Biomass Shutdown - Performed Semi-Annual refractory maintenance/repairs during plant-wide shutdown.
August 2011	AES Puerto Rico – 250MW CFB Shutdowns – Performed extensive maintenance to Unit 2 including modifications to the FBHE's and Combustor, and general repairs in the Outlet ducts, Crossovers, and Cyclones.

JTTHORPE

Tony Lang

Tony.Lang@jtthorpe.com
925-433-3482

Core Competencies

- Customer Relationships
- Estimating/Planning
- Project Management
- Operations
- Generating Revenue
- Execution start to finish

PROFESSIONAL EXPERIENCE & PROJECTS

JT Thorpe -CA (2025-Present)
Scaffold Project Manager- Industrial/Commercial Construction
Over the past year at JT Thorpe & Son, has served as a Project Manager specializing in industrial and commercial scaffolding services. Is responsible for estimating scaffold scopes, planning and executing work, and managing crews through daily field operations. Successfully supported large industrial facilities, wastewater treatment plants, tanks, and complex commercial projects, delivering safe and efficient access solutions tailored to each site's operational needs. He leads crews with a strong emphasis on safety, compliance, and productivity, ensuring all scaffolding is erected, modified, and dismantled in accordance with OSHA standards and JT Thorpe's zero-incident safety culture.

APCHE INDUSTRIAL UNITED-CA (2021-2025)
Area Manager/ Scaffold Segment Manager- Industrial/Commercial Construction
Managed all branch employees, yard operations, projects from start to finish on a multitude of jobs. Job duties included job walks, estimating, engineering, material list, shipping, supervised scaffolding, shoring, stair towers, and scaffold rental. Specializing in a wide variety of projects including, Tesla (Fremont, Palo Alto, Lathrop), Chevron seismic upgrade, waste water treatment, power, chemical plants.

PLATINUM SCAFFOLD- Martinez CA (2016-2021)
Estimator/ Project Manager- Industrial/Commercial Construction
Managed all aspects of projects from start to finish on a multitude of jobs. Job duties included job walks, estimating, engineering, material list, shipping, supervised scaffolding, shoring, stair towers.
Specializing in a wide variety of projects including Apple Campus, Tesla Giga Factory, Tesla Fremont, Golden Gate Bridge, waste water treatment, power, and chemical plants.

API CONSTRUCTION - Oak Creek, Wisconsin
General Foreman/ Superintendent - Industrial Construction / Scaffold Carpenter (2008 to Present)
General Foreman supervised scaffolding, general laborers and carpenters at the Oak Creek Power Generating Station, then sent throughout the U.S. as General Foreman overseeing all of the carpenters, scaffolders and laborers at the following power plants or depots:

- Cherokee Power Plant - Denver, CO 2014 to 2016
- Big Stone Power Plant - Big Stone, SD 2014
- Brayton Point Power Plant in Sommerset, MA 2011
- Pueblo Chemical Depot, Pueblo, CO 2011-2012
- Columbia Generating Station, Portage, WI 2012 - 2014
- Indian River Power Plant in Millsboro, DE 2010 - 2011

EDUCATION AND APPRENTICESHIP

J.H. FINDORFF CONSTRUCTION - Milwaukee, Wisconsin
Journeyman Carpenter - Carpenter Union Local #344 (2005)
Carpenter Apprenticeship (2001 to 2005)

SELECT PROJECT EXPERIENCE

February 2026	Chevron Richmond for Overaa Construction- scaffolding trash cutes on covered pedestrian walkways for construction on site.
January 2026	Transmontaigne Martinez – installed scaffolding for the complete overhaul of Flare Stack
September 2025	Benicia WWTP- Direct to the city of Benicia- scaffolding interior of tanks for inspection.
July 2025	Buena Vista Power- Scaffolding in Boiler, Cyclone for plant turnaround
April 2025	San Leandro WWTP- Working for EBMUD owned facility- provide scaffolding for interior and exterior of tanks for recoating.
January 2025	Carter Tank WWTP- Working for EBMUD owned facility- Scaffolding for exterior of tank for blasting and coating.
August 2024	Benicia WWTP- Direct to the city of Benicia- scaffolding interior of tanks for inspection.
March 2024	Tesla Fremont Main Factory, Tesla Lathrop, Tesla Kato- executed scaffolding in clean room construction
January 2024	San Mateo WWTP- Scaffolding needs for new construction. Subcontractor for Sundt Construciton

TAB D: Project Understanding

We have a thorough understanding that the Roseville Electric Generating Division project demands a scaffolding solution that balances safety, access, and operational continuity.
We recognize that any delay or disruption could impact critical plant operations. Thus, JT Thorpe & Son will implement a flexible, phased scaffolding plan. Each phase will be carefully aligned with your maintenance schedule, ensuring minimal downtime. Our team will perform daily safety inspections, and weekly coordination meetings will keep all stakeholders informed. Drawing on JT Thorpe's 120 years of industry experience, we have successfully completed scaffolding projects in complex industrial settings. We will apply the same meticulous approach here, ensuring each scaffold is engineered to the highest standards. By proactively identifying risks, weather, site conditions, or scheduling, we ensure that we adjust in real time. Our goal is to provide a seamless, safe, and efficient scaffolding solution that supports your operational goals entirely. We can/will mobilize our crew and equipment for short term maintenance scaffolding or for major outage support.

JTTHORPE

TAB E: Project Management

JT Thorpe & Son will manage this scaffolding project through a disciplined project management framework. Each project will be overseen by a dedicated Project Manager (Tony Lang), supported by a Field Supervisor down to our Craftsman, our approach is anchored in JT Thorpe's 120 years of industrial experience, ensuring we deliver precision, safety, and efficiency. We conduct daily hazard assessments in our JHA and Start Cards, with daily safety meetings, a weekly safety topic focus, and progress meetings with customers.

We utilize a digital project management platform in an app on our phones for real-time tracking of tasks, materials, and milestones. By maintaining open communication with all stakeholders, we ensure any adjustments are made swiftly.

When the call is received to mobilize for a project, our PM (Tony Lang), will take the lead to coordinate the movement of people and equipment for the task required. The PM will personally oversee every aspect of the project from mobilization to demobilization and everything in between. This includes safety oversight, cost tracking, quality control, and client coordination.

JT Thorpe's proven safety record and dedication to quality mean that we not only meet but exceed expectations on every project.

- Safety is at the core of JT Thorpe's work. It is our number one concern. A project is not deemed successful unless ZERO safety incidents or accidents are achieved. At JT Thorpe we have an extensive safety program. All new JT Thorpe projects have detailed site-specific safety plans. At JT Thorpe, every regional office has a full-time Safety Manager.
- JT Thorpe's core value for safety is reflected in its measured safety statistics. JT Thorpe's statistics and ratings on PICS, ISNetworld, and BROWZ are industry leading. JT Thorpe User ID #'s are available on request.

We welcome the opportunity to further discuss and share our ideas with you. Thank you for your consideration and we look forward to working with you on this project.

TAB F: Cost Proposal

LABOR RATES
City of Roseville, CA
VALID THROUGH JUNE 30, 2027

*Rates will increase on July 1 of Each Year Based on Prevailing Wage Increases. The Rates will automatically increase by the percentage increase of the Prevailing Wage Total Package rate from the previous year. JT THORPE will submit a new rate sheet to the City of Roseville NLT June 15 of each year. Only the Hourly Rates listed below are subject to change. All other noted charges will remain the same through June 30, 2030.

CLASSIFICATION	BILLING RATES PER HOUR FOR ON-SITE LABOR		
	ST.	T-1/2	DT.
PROJECT MANAGER	$ 197.63	$ 236.07	$ 273.72
FOREMAN	$ 175.08	$ 205.98	$ 236.63
SCAFFOLD BUILDER	$ 161.41	$ 187.72	$ 214.16

STRAIGHT TIME: 0th to 8th Hour, Monday thru Friday

OVERTIME: 9th to 10th Hour, Monday thru Friday
All hours up to 8 hours on Saturday

DOUBLE TIME: All hours over 10 hours, Monday thru Friday
All hours over 8 hours on Saturday
All Sundays and Holidays

*These Rates are all inclusive of payroll, taxes, insurances, overhead, profit, PPE, and consumables. No other charges will apply except as noted below.

Scaffold Rental: 1st 30 days are included in labor rates above; after 30 days, scaffold will be billed at $0.03 per piecce

Mobilization: Bill at $1000 per truckload for each movement to/from site. We assume JT THORPE will be able to maintain a laydown area on-site to prevent mobilization and demobilization for every scaffold build, so this movement charge may be limited.

Third Party Rentals/Purchases: Bill at cost plus 15%. (e.g. Rental Equipment/Vehicles/Fuel)

***If any bonds are required, those costs will be passed through to the City of Roseville with no markup.**

TAB G: Required Statements/Documents

JT Thorpe assures that we meet the following requirements noted in the RFQ with no exceptions:

- Non-substitution for the designated members of the team without approval by City staff
- The absence of a conflict of interest
- We have the ability and will fulfill the indemnification and insurance requirements contained in the sample contract
- Nothing in this proposal is proprietary.

We have attached Attachment A, B, C, D, and F. We have also attached proof of registration with the CA Secretary of State.

BA20252023302

STATE OF CALIFORNIA
Office of the Secretary of State
STATEMENT OF INFORMATION
CORPORATION

California Secretary of State
1500 11th Street
Sacramento, California 95814
(916) 657-5448

For Office Use Only

-FILED-

File No.: BA20252023302

Date Filed: 10/14/2025

B4084-6626 10/14/2025 10:17 AM Received by California Secretary of State

Entity Details

Corporation Name	J. T. THORPE & SON, INC.
Entity No.	0101561
Formed In	CALIFORNIA

Street Address of Principal Office of Corporation

Principal Address	1060 HENSLEY STREET RICHMOND, CA 94801-2117

Mailing Address of Corporation

Mailing Address	1060 HENSLEY STREET RICHMOND, CA 94801-2117
Attention	

Street Address of California Office of Corporation

Street Address of California Office	1060 HENSLEY STREET RICHMOND, CA 94801-2117

Officers

Officer Name	Officer Address	Position(s)
+ MARK T HAUBER	1132 SOUTH 500 WEST SALT LAKE CITY, UT 84101	Chief Executive Officer, Chief Financial Officer, Secretary

Additional Officers

Officer Name	Officer Address	Position	Stated Position
+ Andrew Levien	14540 ALONDRA BLVD LA MIRADA, CA 90638	Vice President	
+ Brent Mitcham	9200 WEST 191ST ST MOKENA, IL 60448	Vice President	
+ Kevin P. Howard	27 NOBLESTOWN RD CARNEGIE, PA 15106	Assistant Secretary	
+ RICHARD P GIARAMITA	1060 HENSLEY STREET RICHMOND, CA 94801	Assistant Secretary	

Directors

Director Name	Director Address
MARK T HAUBER	1132 SOUTH 500 WEST SALT LAKE CITY, UT 84101
KEVIN P HOWARD	27 NOBLESTOWN RD CARNEGIE, PA 15106
+ RICHARD P GIARAMITA	1060 HENSLEY STREET RICHMOND, CA 94801

The number of vacancies on Board of Directors is: 0

Agent for Service of Process

Agent Name	RICHARD P GIARAMITA

Agent Address	1060 HENSLEY STREET RICHMOND, CA 94801

Type of Business

Type of Business	REFRACTORY INSTALLATION CONTRACTOR

Email Notifications

Opt-in Email Notifications	Yes, I opt-in to receive entity notifications via email.

Labor Judgment

No Officer or Director of this Corporation has an outstanding final judgment issued by the Division of Labor Standards Enforcement or a court of law, for which no appeal therefrom is pending, for the violation of any wage order or provision of the Labor Code.

Electronic Signature

☒ By signing, I affirm that the information herein is true and correct and that I am authorized by California law to sign.

Terrence Lo	*10/14/2025*
Signature	Date

B4084-6627 10/14/2025 10:17 AM Received by California Secretary of State

Attachment A

PROPOSER'S CERTIFICATION

I hereby propose to furnish the goods or services specified in the Request for Proposals ("RFP"). I agree that my proposal will remain firm for a period of up to ninety (90) days in order to allow the City of Roseville ("City") adequate time to evaluate the qualifications submitted.

I have carefully examined the Request for Proposals and any other documents accompanying or made a part of this RFP. The information contained in this proposal is true and correct to the best of my knowledge and is signed under penalty of perjury under the laws of the State of California. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its authorized agent and that the firm is ready, willing and able to perform if awarded the contract.

I further certify that this proposal is made without prior understanding, agreement, connection, discussion, or conspiracy with any other person, firm or corporation submitting a proposal for the same product or service; that this proposal is fair and made without outside control, collusion, fraud or illegal action; that no officer, employee or agent of the City or any other proposer is financially interested in said proposal; that no undue influence or pressure was used against or in concert with any officer, employee or agent of the City in connection with the award or terms of the contract that will be executed as a result of this RFP; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

JT THORPE & SON, INC.
NAME OF BUSINESS


SIGNATURE

Andrew Levien, VP of Western Operations
NAME & TITLE, TYPED OR PRINTED

1060 Hensley Street, Richmond, CA 94801
MAILING ADDRESS

714-345-8875
TELEPHONE NUMBER

AndyL@JTThorpe.com
EMAIL

Type of Organization:

____ Sole Proprietorship X Corporation ____ State of Incorporation

_____ Partnership ____Limited Liability Company

Attachment B

LEVINE ACT DISCLOSURE STATEMENT

(The completed form submitted to the City of Roseville is a public record.)

California Government Code Section 84308, commonly referred to as the "Levine Act," prohibits any "Officer" (elected or appointed officer, any alternate thereto, and any candidate for elective office) from participating in any consideration or action related to a proceeding if they receive political contribution(s) from a party, or its agent(s), totaling more than $250 within the previous twelve (12) months, while a proceeding is pending, and for twelve (12) months following the date of a final decision in a proceeding concerning a license, permit, other entitlement for use, franchise, or contract (collectively "license, permit, or contract"). For additional information: https://www.roseville.ca.us/government/departments/city_clerk/transparency/levine_act.

City Officers are listed at the following sites:

- The Members of City Council - https://www.roseville.ca.us/government/city_council/meet_council
- Boards & Commission Members - https://www.roseville.ca.us/government/boards_commissions

Parties and their Agents are responsible for reviewing and disclosing their applicable contributions to City Officers on the record of a proceeding.

1. Have you or your entity, or any agent on behalf of you or your entity, made any political contribution(s) totaling more than $250 to any City Officer in the twelve (12) months preceding the date of the submission of your license, permit, or contract, or the anticipated date of any City Council, Board, or Commission consideration or action related to this license, permit, or contract?

YES _____ NO X

If yes, please identify the City Officer(s): _____

2. Do you or your entity, or any agent on behalf of you or your entity, anticipate or plan to make any political contribution(s) totaling more than $250 to any City Officer in the twelve (12) months following any City Council, Board, or Commission consideration or action related to this license, permit, or contract?

YES _____ NO X

If yes, please identify the City Officer(s): _____

Answering yes to either of the two questions above does not preclude the City of Roseville from considering and/or taking action on a license, permit, or contract. It does, however, potentially preclude the identified City Officers from participating in consideration of and in taking any actions related to the license, permit, or contract. Please accurately complete and sign this form, under the penalty of perjury:

4/13/26	Andrew Levien / VP of Western Operations	JT THORPE & SON, INC
(Date)	(Printed Name/Title of Authorized Representative)	(Name of business/legal entity)

Andrew Levien

(Signature)

You must submit a supplemental form if you make any new reportable contribution(s) while the contract, license, permit, or other entitlement is being considered. If this form has not previously been submitted in connection with a contracting, licensing, entitlement or permitting process, please provide the completed form to the Office of the City Clerk for appropriate departmental routing, at: City Clerk, 311 Vernon St., Roseville, CA 95678, CityClerkRoseville@roseville.ca.us

LEVINE ACT DISCLOSURE STATEMENT

(The completed form submitted to the City of Roseville is a public record.)

Term	Definition	Law
Covered "proceedings"	A proceeding to grant, deny, revoke, restrict, or modify a license, permit or other entitlement for use, that does not solely involve purely ministerial decisions and is: (1) Applied for by the party; (2) Formally or informally requested by the party; or (3) A contract between the agency and the party or a franchisee granted by the agency to the party, other than a contract that is **competitively bid**, a **labor contract**, or a **personal employment contract**.	FPPC Reg 18438.2(a)
Party	Any person who files an application for, or is the subject of, a proceeding involving a license, permit, or other entitlement for use.	Gov. Code 84308(a)(1)
Participant	Any person who is not a party but who actively supports or opposes a particular decision in a proceeding involving a license, permit, or other entitlement for use and who has a financial interest in the decision. A person actively supports or opposes a particular decision in a proceeding if that person lobbies in person the officers or employees of the agency, testifies in person before the agency, or otherwise acts to influence officers of the agency.	Gov. Code 84308(a)(2) FPPC Reg 18438.4
Agent	A person who represents a party or participant for compensation and appears before or otherwise communicates with the governmental agency for the purpose of influencing the pending proceeding. See FPPC Reg 18438.3 for exceptions for certain consultants.	FPPC Reg 18438.3
Competitively Bid	A contract required by law to be awarded to the lowest responsible bidder with a responsive bid, or, if the successful bidder refuses or fails to execute the contract, to the next lowest bidder with a responsive bid.	FPPC Reg 18438.2(a)(3)(A)
Labor Contract	A contract or agreement reached through collective bargaining or with a representative group regarding the salary, benefits, or terms and conditions under an employment or retirement policy for employees or retirees, including a project labor agreement entered under Public Contract Code Section 2500.	FPPC Reg 18438.2(a)(3)(B)
Personal Employment Contract	A contract for employment, including the terms and conditions of employment, between the agency and an agency employee. A contract with an independent contractor is NOT a personal employment contract.	FPPC Reg 18438.2(a)(3)(C)-(D)

A **party** to a proceeding before an agency involving a license, permit, or other entitlement for use **shall disclose on the record of the proceeding** any contribution in an amount of more than two hundred fifty dollars ($250) made within the preceding 12 months by the party or the party's agent.

A **party**, **or agent to a party**, to a proceeding involving a license, permit, or other entitlement for use pending before any agency or a participant, or agent to a participant, in the proceeding **shall not make a contribution** of more than two hundred fifty dollars ($250) to any officer of that agency during the proceeding and for 12 months following the date a final decision is rendered by the agency in the proceeding.

(Gov. Code, § 84308, emphasis added.)

Attachment C

CONTRACTOR LICENSES

List the licenses held by your company and/or employees. The following representations are made under penalty of perjury:

CA State Lic. No.	Name on License	Class/Type	Expiration Date
1659	J.T. THORPE & SON, INC	C2 / C29 / A / C-4 / C33 / C61 / D39	3/31/27

Do you have a City of Roseville Business License? Yes____ No X

License #_____

***For Public Works Projects (SB854)**: Contractors must register with the Department of Industrial Relations (DIR) pursuant to Labor Code section 1725.5. The Contractor shall provide proof of current registration with the Department of Industrial Relations for both itself and all listed subcontractors with their proposal. Contractors may register at: http://www.dir.ca.gov/public-works/publicworks.html

DIR contractor registration number and expiration date:

* 1000020135 2026-06-30

Attachment _D__

SUBCONTRACTOR LIST

If subcontractors will not be used, proposer must write "NONE". For construction contracts, in accordance with the Public Contract Code, Part 1, Chapter 4, Subletting and Subcontracting, Contractors must list the name and business address of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or who will specially fabricate and install a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent (0.5%) of the prime contractor's total bid, or in the case of bids or offers for the construction of streets and highways, including bridges, in excess of one-half of one percent (0.5%) of the prime contractor's total bid or ten thousand dollars ($10,000) whichever is greater.

Company Name NONE _____

Principal _____

Address _____

City _____

Phone _____

Job capacity _____

Percentage of total work _____

Licenses and numbers _____

DIR Contractor Registration Number & Expiration Date _____

Company Name _____

Principal _____

Address _____

City _____

Phone _____

Job capacity _____

Percentage of total work _____

Licenses and numbers _____

DIR Contractor Registration Number & Expiration Date _____

Attachment F

NONCOLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the VP of Western Operations of JT THORPE & SON, INC, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on April 13, 2026 [date], at Richmond [city], CA [state].

Andrew Levari

(Signature of Declarant)

JTTHORPE

TAB H: Exceptions

JT Thorpe has NO proposed exceptions, alterations or amendments to the Scope of Services or other requirements of this RFP, including the Sample Contract.

TAB I: Competency of Proposers

JT Thorpe has NO pending bankruptcies, liens, stop payment notices, judgments, lawsuits, arbitrations, mediations, foreclosures, and any similar actions filed or resolved in the past seven (7) years.

A Customer has never terminated a contract with JT THORPE for breach.

Attachment H

SEALED PROPOSAL

CITY OF ROSEVILLE CALIFORNIA

IMPORTANT
NOTICE TO PROPOSER

The envelope containing your proposal MUST have:
1. **Your name and address in the UPPER left corner.**
2. **This label on the LOWER left corner.**

RFP NAME 07-127

PROPOSAL DUE DATE
April 15th, 2026

PROPOSAL DUE TIME
3 A.M. X P.M.

PROPOSAL FOR
Scaffolding Contract

TIME SENSITIVE. DELIVER TO CITY CLERK IMMEDIATELY.

Unique Scaffold

Cover Letter

Offeror:

Unique Scaffold

6190 Egret Ct.

Benicia, CA. 994510

Solicitation:

RFP 07-127 Roseville Electric Generation Division—Scaffolding Services

Officers:

John Soto, President / Owner

john@uniquescaffold.us (925) 457-3379

Joe Garcia, CFO

joe@uniquescaffold.us (707) 365-8882

Attachment A

PROPOSER'S CERTIFICATION

I hereby propose to furnish the goods or services specified in the Request for Proposals ("RFP"). I agree that my proposal will remain firm for a period of up to ninety (90) days in order to allow the City of Roseville ("City") adequate time to evaluate the qualifications submitted.

I have carefully examined the Request for Proposals and any other documents accompanying or made a part of this RFP. The information contained in this proposal is true and correct to the best of my knowledge and is signed under penalty of perjury under the laws of the State of California. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its authorized agent and that the firm is ready, willing and able to perform if awarded the contract.

I further certify that this proposal is made without prior understanding, agreement, connection, discussion, or conspiracy with any other person, firm or corporation submitting a proposal for the same product or service; that this proposal is fair and made without outside control, collusion, fraud or illegal action; that no officer, employee or agent of the City or any other proposer is financially interested in said proposal; that no undue influence or pressure was used against or in concert with any officer, employee or agent of the City in connection with the award or terms of the contract that will be executed as a result of this RFP; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Unique Scaffold
NAME OF BUSINESS

SIGNATURE

Joe Garcia - CFO
NAME & TITLE, TYPED OR PRINTED

6190 Egret Ct. Benicia, CA. 94510
MAILING ADDRESS

(925) 446-4442
TELEPHONE NUMBER

joe@uniquescaffold.us
EMAIL

Type of Organization:

____ Sole Proprietorship __X__ Corporation ____ State of Incorporation

_____ Partnership ____Limited Liability Company

Unique Scaffold

STATEMENT OF QUALIFICATIONS

Unique Scaffold specializes in Scaffolding Equipment Services for the Industrial, Commercial, Pharmaceutical, Power Generation, Construction, and Maintenance Related Services. Serving all of Southern and Northern California with a proven track record of professionalism and safety.

Unique Scaffold
Phone: (925) 446-4442
www.uniquescaffold.us
Email: pm@uniquescaffold.us

Unique Scaffold

TABLE OF CONTENTS

Page 3 **Who We Are**

Establishment / Origin

Minority / MBE Certifications

Sales Volume—2017, 2018, 2019. Bonding Capacity

Industry Safety and Recognitions

Page 4 **Union Affiliations**

Where We Service - Locations and Geographical Coverage

Page 5 **Who We Serve** - Clients / Industries

Page 6 **Project Photos** - by type of service

Page 7 **MBE Certificates**

Unique Scaffold
Phone: (925) 446-4442
www.uniquescaffold.us
Email: pm@uniquescaffold.us

WHO WE ARE

A Unique Scaffold Overview

Established in 2011 in the State of California, Unique Scaffold was originated on the vision to bring talented individuals together in a family oriented business, where we can learn from each other, create new approaches and devise expert solutions to a wide range of scaffolding services.

Wholly built on the belief that growth starts with individual achievements and that innovation requires talent.

As a NMSDC (national Minority Supplier Development Council) Minority Supplier certified under number WR08149 and CPUC Supplier Clearinghouse MBE certificate number 23000182 under NAICS Code(s) : 238990.

Unique Scaffold has maintained steady growth from its origination in 2011 to a gross sales exceeding $16 Million in 2023.

All with some of the very best safety records within industry, averaging an annual EMR of .70 We take safety as a priority for everything we do, and can help organizations do the same by providing our clients the necessary scaffold user / awareness, and annual training on-site or by remote video.

We maintain insurance coverages including an Umbrella Liability for up to $5M, as well as Commercial, Auto, and Workers Compensation.

Projects and maintenance services can average from $500 to $4,500,000 and we have worked with bonding requirements of up to $500,000.

Throughout our service we have been honored with great clients who have awarded us various safety recognitions over the years for our teams hard work in maintaining that safe work environment.

We also maintain memberships to various safety and prequalification clearinghouses for various industries with A ratings, suchs as ISNetworld. This allows our clients to uniformly manage our current safety and insurance requirements. Ensuring we can get onsite when needed, 24 hours a day, 7 days a week without delay.

Unique Scaffold

Unique Scaffold
Phone: (925) 446-4442
www.uniquescaffold.us
Email: pm@uniquescaffold.us

WE ARE PROUDLY
UNION

Unique Scaffold is signatory to the Southern California Southwest Regional Council of Carpenters and to the Northern California Carpenters Union.

Being union allows for the very best training, wages, and benefits of our craft personnel in an industry where safety, accuracy, and efficiency are so important.

Our industry service requires trained and focused personnel to ensure consistent safe and effective project execution, working with the various Carpenters Unions allows us to bring this to every project we work on.

WHERE WE
SERVE

Locations and Geographical Coverage

Unique Scaffold is strategically located to ensure we have full personnel and equipment coverage in addition to having over 15 regionally staged material points allowing for ease of material distribution and delivery to ensure we can cover the entire state of California fast and efficiently.

Our main corporate office located in Concord, California is where we can coordinate all functions of engineering, safety and regional estimating between the branch office locations.

Unique Scaffold

Unique Scaffold
Phone: (925) 446-4442
www.uniquescaffold.us
Email: pm@uniquescaffold.us

WHO WE SERVE

List of Industries Served

Biotechnology

- Research Facilities
- Vivarium
- Cleanroom / Production & Clinical Maintenance

Power / Energy

- Up steam Thermo / Hydro / Co Generation
- Downstream Plant Maintenance—Turnaround

Chemical

- Acid Plants
- Chemical Manufacturers

Food / Beverage

- Wineries
- Food and Beverage Packaging Plants

Industrial

- Maintenance / Turnaround

Commercial - Entertainment

- New Construction
- Remodel Construction

*Specific Client List Upon Requests

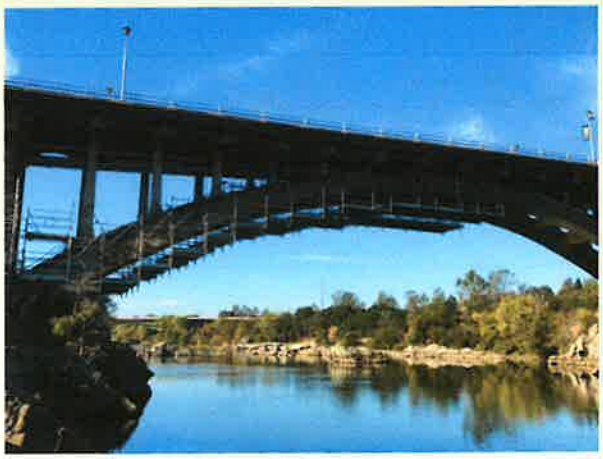
Unique Scaffold

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Phone: (925) 446-4442
www.uniquescaffold.us
Email: pm@uniquescaffold.us



Shrink Wrap
Concealment / Containment





Specialty Locations / Hard Access





Powder Coated—Ultra Clean



Stair Towers

NMSDC | National Minority Supplier Development Council | Advancing Economic Impact Together

This certificate attests that the below mentioned company is an NMSDC-Certified Minority Business Enterprise(MBE):

Unique Scaffold

DBA-Unique Scaffold

WR738303
Certificate Number

10-01-2025
Issuance Date

09-30-2026
Expiration Date

Donald R. Cravins, Jr.
Interim President and CEO
NMSDC

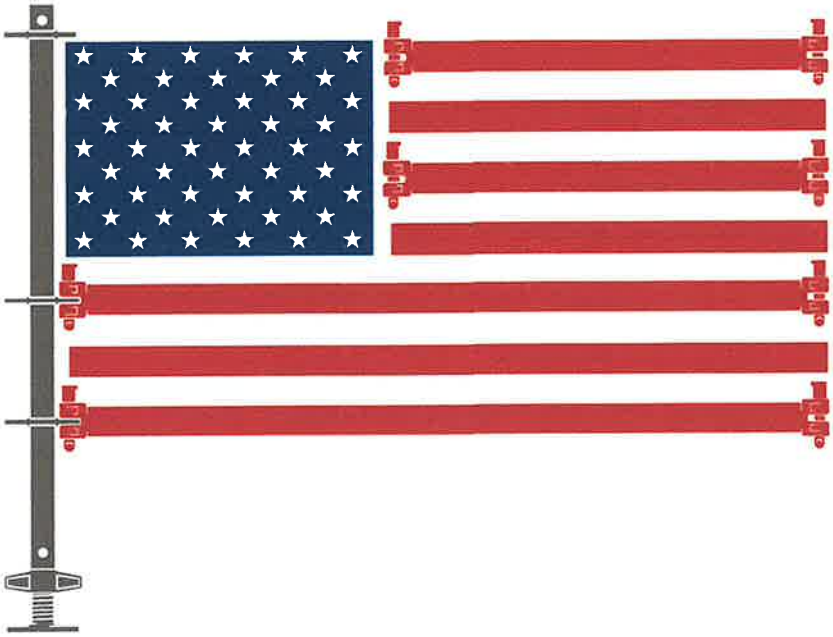
238990,23899
NAICS Codes

72000000
UNSPSC Codes

Supporting Regional Affiliate: Western Region MSDC

Unique Scaffold
Phone: (925) 446-4442
www.uniquescaffold.us
Email: pm@uniquescaffold.us

Unique Scaffold



Work Safe

UNIQUE SCAFFOLD
EST D 2011
Work Safe Work Smart

Work Smart

WWW.UNIQUESCAFFOLD.US



ABOUT UNIQUE SCAFFOLD

Unique Scaffold specializes in Scaffolding Equipment Services for the Industrial, Commercial, Pharmaceutical, Power Generation, Construction, and Maintenance Related Services. Serving all of Southern and Northern California with a proven track record of professionalism and safety.

Unique Scaffold was originated on the vision to bring talented individuals together in a family oriented business, where we can learn from each other, create new approaches and devise expert solutions to a wide range of scaffolding services. Wholly built on the belief that growth starts with individual achievements and that innovation requires talent.

CORE COMPETENCIES

Unique Scaffold helps customers meet their engineered scaffold and carpentry objectives by providing resources to meet their short and long term requirements related to the following:

- Engineered Scaffolding
- Shrink Wrap Covering
- Digital Covering / Visual & Safety Protection
- Carpentry

PAST PERFORMANCE

Sectors Served:

- Energy—Power Generation
- Pharmaceutical Manufacturing
- Commercial Construction
- Entertainment—Parks & Resorts
- Government—Laboratory
- Industrial Manufacturing

CODES & CERTIFICATIONS

- Minority Owned Small Business
- DOT 4025143
- CAGE Code 1Y8N8
- NAICS 2389900
- CSLB 1090984 - C61 / D39

NMSDC
MBE Certified

Supplier Clearinghouse
Pursuant to CPUC General Order 156
Est. 1989



Unique Scaffold
6190 Egret Ct.
Benicia, CA. 94510
(925) 446-4442
indpm@uniquescaffold.us
uniquescaffold.us

REFERENCES:

1. **Rafael Santana**
   Plant Manager
   NCPA
   12745 Thornton Rd.
   Lodi, CA. 95242
   Phone
   Rafael.Santana@ncpa.com

   Relationship: **Customer** at **Northern California Power Agency** from **2011 - Current**

2. **Kevin Karwick**
   General Manager South Bay Projects
   Calpine Corporation
   1 Blanchard Rd.
   Coyote, CA. 95013
   (408) 635-1324
   kkarwick@calpine.com

   Relationship: **Customer** at **Calpine Metcalf Energy Center** from **2011 - Current**

3. **Alex Price**
   Senior Electric Utility Engineer
   City of Santa Clara - Silicon Valley Power
   850 Duane Ave
   Santa Clara, CA. 95054
   (408) 615-6561
   APrice@SantaClaraCA.gov

   Relationship: **Customer** at **Silicon Valley Power** from **2011 - Current**

4. **Andrew Katen**
   Manager, Maintenance
   Turlock Irrigation District W.E.C
   600 South Washington Rd.
   Turlock, CA. 95380
   (209) 883-3452
   Akaten@tid.org

   Relationship: **Customer** at **Turlock Irrigation District** from **2011 - Current**

5. **Dean Linville**
   Plant Manager
   PG&E Colusa Generating Station
   Dirks Rd.
   Stonyford, CA. 95979
   (530) 934-9084
   D2LO@pge.com

   Relationship: **Customer** at **Pacific Gas & Electric Company** from **2011 - Current**

Work Safe



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April 14th, 2026

RFP 07-127 Qualifications of the Team

Customer
City of Roseville
Roseville Electric Generation Division
311 Vernon Street
Roseville, CA 95678

Attention: City Clerk Department. cityclerkroseville@roseville.ca.us.

Estimator: Juan Acosta Vargas
25 Year of Scaffolding experience 2001-2026. From 2013-2026 with Unique Scaffold.
13 of those years as a field worker
12 of those years as an estimator / project manager

Office Manager / Billing Manager: Desiree Puente
43 Years of Billing / Management for the scaffolding Industry. 1983-2026. From 2011-2026 with Unique Scaffold. 4 of those years as the Office manager.

General Foreman: Jesus Castillo
23 Years of Scaffolding experience 2003-2026. From 2013-2026 with Unique Scaffold.
21 of those years as a field worker.
2 of those years as the General Foreman with Unique Scaffold.

Journeyman / Apprentice
Unique Scaffold has around 80 field employees with a 3 to 1 ratio of Journeyman to Apprentices.
Unique Scaffold has the ability to hire additional employees from Carpenters Local 152 in Martinez California.
All field employees are signatory to the Norther Californian Carpenters Union.
All field employees have experience of working in the power generation industry.

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April 14th, 2026

RFP 07-127 Project Understanding

Customer
City of Roseville
Roseville Electric Generation Division
311 Vernon Street
Roseville, CA 95678

Attention: City Clerk Department. cityclerkroseville@roseville.ca.us.

Understanding the basis of work; broken down into three sections.
Scaffolding work can be broken down into three sections.

- The first section is general maintenance: an example being a gasket needs to be changed on a flange and cannot be safely access without scaffolding.

- The second section is Capital work/projects: as a specialty project to improve the capabilities and efficiency of the facilities productivity or to implement additional safety implements.

- The third section is planned and or forced outages: Scheduled outages to perform regular maintenance on equipment in the facility i.e. Steam Turbine, HRSG or Gas Turbines.

As a general statement the use of scaffolding applies to the above sections to assist plant personnel / other contractors access their work in a safe manner.

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April 14th, 2026

RFP 07-127 Project Plan

Customer
City of Roseville
Roseville Electric Generation Division
311 Vernon Street
Roseville, CA 95678

Attention: City Clerk Department. cityclerkroseville@roseville.ca.us.

Unique Scaffolds essential steps to a project.

The following is what Unique Scaffold believes to be the best working practices.

- Communication: communication is the first step between the client and the contractor. Without communication very little if anything can be achieved.
- Setting up a job walk: Discuss the scope of work with plant personnel to obtain the proper information related to the specific task.
- Evaluate the job: Unique Scaffold will evaluate the scope of work to determine the best approach (Safest) to provide the access required to complete the specific task.
- Quoting the job: Unique Scaffold will provide a T&M Budget Pricing quote to the facility after the job walk and properly evaluating the scope of work required.
- Facility Safety Orientation: Unique Scaffold employees shall sign into the facility roster and then take the facility safety orientation before starting the assigned task. Employees will learn the hazards associated with the facility and how to best mitigate those hazards as well as the safety precautions provided by the plant (Safety Showers, Emergency Eye Wash Stations, AED, Fire Extinguished, Windsocks and Evacuation Routes: Muster Points.)
- Obtaining a Safe Work Permit: The Lead employee will obtain a safe work permit from the control room operator and discuss the scope of work and associated hazards if any that are present during the scheduled workday. This includes Lock Out Tag Out (LOTO) if the scope of work requires it.
- Unique Scaffold JHA (Job Hazard Analysis): The Unique Scaffold Lead will fill out and go over the associated hazards present on the jobsite with their fellow employees to ensure that the crew is aware of potential hazards and can accomplish the task in a safe and productive manner.

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- Begin Scope of Work: Unique Scaffold will obtain the delivered materials required to complete the assigned task for the previously obtained safe work permit by following the best and current safe work practices while following the CAL OSHA regulations for scaffolding.
- House Keeping: By following the best safe work practices ensuring left over materials and construction debris are removed from the work location and properly disposed of. While keeping walkways clear to eliminate tripping hazards and pinch points.
- Safety Equipment throughout the facility will not be obstructed by our scaffolds in the event of an injury or emergency, unless authorized by the facility manager.
- Completion of task walk down: Once the scaffold has been completed and will be released for use to the facility Unique scaffold lead employee will walk the scope of work down the with requestor or facility representative to ensure adequacy and all parties agree. Once the task is completed the lead employee will close the safe work permit and ensure themselves and their fellow employees sign out of the facility
- Scaffolding ready for use: Once the scaffolding has been completed and verified by the facility Unique Scaffold will correctly tag the scaffold. The Insert on the tag will contain the proper information for the scaffold user to follow the guidelines listed on the tag to safely accomplish the task.
- Scaffolding ready for removal: Once the assigned task has been completed by the facility or other contractor Unique Scaffold will mobilize to dismantle, while following the previously established steps outlined. The scaffold should be clean and free of construction debris before dismantling.
- Work Schedule: Unique Scaffold is available 24/7 to provide our services at the discretion of the facility.

By following this outline of steps Unique Scaffold and the facility can accomplish all aspects of the assigned task in a safe and productive manner.

April 15, 2026

RFP 07-127 Scope of Service & Cost Proposal

Customer
City of Roseville
Roseville Electric Generation Division
311 Vernon Street
Roseville, CA 95678

Attention: City Clerk Department. cityclerkroseville@roseville.ca.us.

Effective July 1st, 2026, per our Carpenters Union Negotiation (46 Northern California Counties Master Agreement) through June 30th, 2027, Time & Material Scaffold Rates service on the current above-mentioned project (s) are:

Labor Rates	Straight Time	Overtime	Double Time	Travel/Drive Time
Per Hour	$134.00	$173.50	$212.00	$90.00

- **Cost saving option for early payment 2% 10-day, net 30 per invoice.**

- **Crew Members Travel Time. (One Way)**
- 2 hours per day will apply to all crew members one way.

- **Driver drive time (Round Trip)**
- 2 hours each way will apply to the employee assigned by Unique Scaffold to drive company vehicle to and from job site.

- **Daily use of Flatbed and Pickup Truck plus Fuel will be billed as follows.**
- Pickup - $115.00 plus $0.80 per mile from Unique Scaffold office.
- Flatbed - $150.00 plus $1.60 per mile from Unique Scaffold office.

- **Scaffold material rental for the initial 28 days is included. Rental thereafter will be billed at**
- $0.10 per piece, per day.

- **Shrink wrap material/ accessories that are used per-request will be billed per (½ roll and or full roll) 12mil 30' x 100' as follows.**
- $800.00 per full roll and $400.00 per half roll.

- Consumables such as wire, nails, toe-board, and small tools are included in the pricing.

- Other consumables, i.e. full sheets of plywood, safety netting, I-beams or any other items uncommonly used for day-to-day scaffold use will be billed at cost plus 15%.
- Freight (Semi-Truck) will be billed at cost plus 15%.
- Engineering will be billed at cost plus 15%.
- Third Party rental equipment will be billed at cost plus 15%.
- Budget pricing will be provided for all projects prior to starting work, except for emergency call out work. Pricing for this work will be provided in a timely manner.
- All work will be done in accordance with NCCRC Agreement.
- Unique Scaffold will coordinate directly with City of Roseville on work being performed and at the sole discretion of on-site Manager(s).
- Unique Scaffold's project manager's responsibilities shall include inspection and tracking of all scaffold materials being stored and erected to ensure scaffold quality is within the Cal – OSHA requirements and Industry Standard Guidelines.
- No back charge for work by others on or incidental to our work under this Agreement will be accepted by or paid by us unless we have entered into written agreement relative to said charges prior to the performance of such work.
- The bid assumes that a material stocking area will be provided near the area being erected or dismantled.
- Bid excludes cost of site-specific safety orientation or drug testing.
- Prices quoted are based on reasonable site access, allowed, and/or provided by the Customer.
- Pricing is based on Union wages.
- This proposal is subject to acceptance within 60 days.
- Our rates are based on prompt payment. Invoices not paid after 30 days will be subject to California State maximum interest rate of ½% per month on unpaid balance.
- The bid assumes that Roseville Electric may operate a forklift (Crane etc.) which may be used by Roseville Electric to help load and unload trucks and move equipment around the jobsite.
- At your request, we shall make alterations and repairs at your expense. Unless otherwise specified herein, no alterations to our work shall be made by you without our written consent. Additional Labor and/or rental beyond the original scope of work will be performed on a Time & Material basis, with additional rental equipment charges to be charged at the rates mentioned above.
- Any un-scheduled work/call outs will be a minimum of 4 hours per man & a 2 hour minimum per man with travel time in the event job gets cancelled due to weather.

EQUIPMENT RENTAL AND TERMS AND CONDITIONS

It is understood and agreed that:

1. All materials and equipment furnished by us for this project shall always remain our property. You shall assume all responsibility for the equipment while it is in your hands. All material and equipment shall be made available to us for dismantling and removal in the same condition as furnished and erected and you will pay for any parts that are lost or damaged by any cause whatsoever beyond ordinary wear and tear.

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2. It is understood and agreed that you will comply with the following requirements relative to the installation, use and maintenance of the equipment and that, in the event that you fail to do so, you shall be solely responsible for all injuries to persons, including death, or damage to property caused by or arising out of our omission to furnish, install, use and maintain the equipment in accordance with these requirements. And you shall indemnify and save us harmless from liability, loss or expense on account of such injuries to person, including death, or damage to property whether such injuries to person, including death, or damage be attributable to your negligence or the negligence of your employees, or otherwise:

INDEMNITY: To the fullest extent of the law, Lessee shall indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including attorney's fees, arising out of, connected with, or resulting from the equipment or the Lease, including without Limitation, the manufacture, selection, delivery, leasing, renting, control, possession, use, operation, maintenance or return of the equipment. Lessee shall further indemnify Lessor and hold Lessor harmless from all loss and damage to the equipment during the rental period. Lessee recognizes and agrees that included in this indemnity clause, but not by limitation, is Lessee's assumption of any and all liability for injury: disability and death of workmen and other persons caused by the operation, use, control, handling, or transportation of the equipment during the Rental Period.

We appreciate the opportunity to submit this proposal. If you have any questions, please feel free to contact me or our office.

Sincerely,

John Soto

CEO
John@uniquescaffold.us
Cell (925) 457-3379
Corporate Office
6190 Egret Ct
Benicia, CA 94510
Office: (925) 446-4442

John Soto
Signature

4-15-2026
Date

Work Safe ★ UNIQUE SCAFFOLD EST° 2011 ★ Work Smart

April 14th, 2026

Required Statements RFP 07-127

Customer
City of Roseville
Roseville Electric Generation Division
311 Vernon Street
Roseville, CA 95678

Attention: City Clerk Department. cityclerkroseville@roseville.ca.us.

Unique Scaffold ensures that the designated employees assigned to this project will not be substituted without informing the City of Roseville. As per section 5.0

Unique Scaffold affirms that no official or employee of the city has an interest or has been employed or retained to solicit or aid in the procuring of the resulting contract, nor that any such person will be employed in the performance of such contract without immediate divulgence of such fact to the City. As per section 10.4

Certificate of Insurance as per section 10.7 is attached.

Unique Scaffold agrees with and will adhere to the requirements described in this RFP. Nothing described in this proposal is deemed to be proprietary as per section 10.23

John Soto

President
John@uniquescaffold.us
Cell (925) 457-3379
Corporate Office
6190 Egret Ct.
Benicia, CA. 94510
Office: (925) 446-4442
Fax: (925) 446-4486

John Soto
Signature

4-15-2026
Date

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/28/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Acrisure Partners West Coast Insurance Services, LLC
1950 W Corporate Way #1
Anaheim CA 92801
License#: 6009644

CONTACT NAME: Zeev Elcayam
PHONE (A/C, No, Ext): 408-387-5200 **FAX (A/C, No):**
E-MAIL ADDRESS: WestCerts@acrisure.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Highlander Specialty Insurance Company	
INSURER B : StarStone Specialty Insurance Company	44776
INSURER C : Canopius US Insurance, Inc.	12961
INSURER D : AGCS Marine Insurance Company	22837
INSURER E :	
INSURER F :	

INSURED
Unique Scaffold
2501 Annalisa Drive
Concord CA 94520
UNIQSCA-01

COVERAGES **CERTIFICATE NUMBER:** 325382118 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR X 1,000 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	Y	Y	CZ20CAGL0002-00	6/30/2025	6/30/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 2,000,000 $ 300,000 $ 5,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY	Y	Y	CZ10CACA0005-00	6/30/2025	6/30/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 2,000,000 $ $ $ $
B	UMBRELLA LIAB [X] OCCUR X EXCESS LIAB [ ] CLAIMS-MADE DED RETENTION $	Y	Y	75536D250ALI	6/30/2025	6/30/2026	EACH OCCURRENCE AGGREGATE $	$ 2,000,000 $ 2,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
C D	2nd Excess Liability Equipment Floater			CUSUXS6000069 SML93089641	6/30/2025 6/30/2025	6/30/2026 6/30/2026	Each Occ./ Gen Agg. R/L Equipment Deductible	$2M / $2M $100,000 $1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The General Liability policy includes automatic Additional Insured status, Primary and Non-contributory, Per Project Aggregate and Waiver of Subrogation if required by written contract/agreement/permit. The Auto Liability policy includes automatic Additional Insured status and Waiver of Subrogation if required by written contract/agreement/permit. The Excess Liability policy is following form over General Liability, Auto Liability, and Employer's Liability.
RE: Roseville Energy, Inc. - 311 Vernon Street, Roseville, CA | Additional Insureds: City of Roseville and all entities required by written contract

CERTIFICATE HOLDER

City of Roseville | Attn: Finance Department
311 Vernon Street
Roseville CA 95678

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
As Required by Written Contract executed prior to any claim or "suit."	As Required by Written Contract executed prior to any claim or "suit."
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
As Required by Written Contract executed prior to any claim or "suit."	As Required by Written Contract executed prior to any claim or "suit."
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s): Notwithstanding the application of General Aggregate Limit to each "Project" of the Named Insured, under no circumstances will we pay more than $10,000,000 for all claims under this Policy that are subject to the General Aggregate limit.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A,** and for all medical expenses caused by accidents under Section **I** – Coverage **C,** which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A,** except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
   a. Insureds;
   b. Claims made or "suits" brought; or
   c. Persons or organizations making claims or bringing "suits".
3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

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B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A,** and for all medical expenses caused by accidents under Section **I** – Coverage **C,** which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

E. The provisions of Section **III** – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

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WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization: As Required by Written Contract executed prior to any claim or "suit."
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:
Unique Scaffold

Endorsement Effective Date:
06/30/2025

SCHEDULE

Name Of Person(s) Or Organization(s):
Any person(s) or organization(s) when required by written contract prior to a "loss" or "accident."

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION) – AUTOMATIC WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply to any person(s) or organization(s) for whom you are required to waive subrogation with respect to the coverage provided under this Coverage Form, but only to the extent that subrogation is waived:

A. Under a written contract or agreement with such person(s) or organization(s); and

B. Prior to the "accident" or the "loss".

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California

Business UCC

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UNIQUE SCAFFOLD (4845524)

Business Search

- *Access records for California Corporations, Limited Liability Companies (LLCs), and Limited Partnerships (LPs). Quickly retrieve public filings with free PDF copies of over **17 million** business documents.*

Filing a Statement of Information, Amendment, or Termination & Ordering Certified Copies or Certificates

1. *Create a **biz**file online account or login to your existing **biz**file Online account.*
2. *Navigate back to the Search page, then locate and select the entity using the search tool below.*
3. *Click **File Amendment** or **File Statement of Information** or **Request Certificate** in the right-hand detail drawer.*
4. *Complete your request online.*

***Need help?** For more information, see the Help Guide or Video Library. To contact the California Secretary of State's office, view the Contact Information. For information on **access requests**, see the Account Access Guide.*

What's Included in Search

Corporations, Limited Liability Companies (LLCs), Limited Partnerships (LPs), and Nonprofit Corporations.

*PDF copies of recent **Statements of Information** and other filings.*

Distinguishable entity names to be checked for name availability.

Request Certificate

Initial Filing Date	02/08/2022
Status	Active
Standing - SOS	Good
Standing - FTB	Good
Standing - Agent	Good
Standing - VCFCF	Good
Formed In	CALIFORNIA
Entity Type	Stock Corporation - CA - General
Principal Address	6190 EGRET COURT BENICIA, CA 94510
Mailing Address	6190 EGRET COURT BENICIA,CA94510
Statement of Info Due Date	02/28/2027
Agent	Individual Joe Garcia 6190 EGRET COURT BENICIA, CA 94510

View History

Request Access

Business UCC

obtain copies of Limited Liability Partnership (LLP) or General Partnership (GP) filings, submit the paper Business Entity Records Order Form.

UNIQUE SCAFFOLD (4845524)

Request Certificate

Search Tips

*Search by **entity name** or **entity number** (remove "C" from number).*

Performs a "keyword" search.

*Results limited to the **500 closest matches**.*

Advanced Search

*Use for **Publicly Traded Disclosure** Search.*

***Refine search** by specific entity type or grouping (e.g., Nonprofit Mutual Benefit Corporation or All Corporations), entity status, and/or Initial Filing Date range.*

***Begins with** filter for refined queries.*

*View **more than the 500 default** results.*

Initial Filing Date	02/08/2022
Status	Active
Standing - SOS	Good
Standing - FTB	Good
Standing - Agent	Good
Standing - VCFCF	Good
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Agent	Individual Joe Garcia 6190 EGRET COURT BENICIA, CA 94510

View History

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Important Notes

***Disclaimer:** All information provided "as is." The data provided is not a complete or certified record. The California Secretary of State's office is not responsible for any loss, consequence, or damage resulting directly or indirectly from reliance on the accuracy, reliability, or timeliness of the information provided.*

***Need help?** For more information, select Forms on the menu, view the Help Guide or Video Library. To contact the California Secretary of State's office, view the Contact Information.*

Business UCC

Advanced

UNIQUE SCAFFOLD (4845524)

Home

Search

Forms

Help

Results: 4

Entity Information	Initial Filing Date
UNIQUE SCAFFOLD (4845524)	02/08/2022
UNIQUE SCAFFOLD INC. (31309000)	02/11/2022
UNIQUE SCAFFOLDING CORPORATION (1380959)	07/22/1986
Unique Scaffolding Inc (B202501303111)	05/21/2025

Request Certificate

Initial Filing Date	**02/08/2022**
Status	**Active**
Standing - SOS	**Good**
Standing - FTB	**Good**
Standing - Agent	**Good**
Standing - VCFCF	**Good**
Formed In	**CALIFORNIA**
Entity Type	**Stock Corporation - CA - General**
Principal Address	**6190 EGRET COURT BENICIA, CA 94510**
Mailing Address	**6190 EGRET COURT BENICIA,CA94510**
Statement of Info Due Date	**02/28/2027**
Agent	**Individual Joe Garcia 6190 EGRET COURT BENICIA, CA 94510**

View History

Request Access

Attachment A

PROPOSER'S CERTIFICATION

I hereby propose to furnish the goods or services specified in the Request for Proposals ("RFP"). I agree that my proposal will remain firm for a period of up to ninety (90) days in order to allow the City of Roseville ("City") adequate time to evaluate the qualifications submitted.

I have carefully examined the Request for Proposals and any other documents accompanying or made a part of this RFP. The information contained in this proposal is true and correct to the best of my knowledge and is signed under penalty of perjury under the laws of the State of California. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its authorized agent and that the firm is ready, willing and able to perform if awarded the contract.

I further certify that this proposal is made without prior understanding, agreement, connection, discussion, or conspiracy with any other person, firm or corporation submitting a proposal for the same product or service; that this proposal is fair and made without outside control, collusion, fraud or illegal action; that no officer, employee or agent of the City or any other proposer is financially interested in said proposal; that no undue influence or pressure was used against or in concert with any officer, employee or agent of the City in connection with the award or terms of the contract that will be executed as a result of this RFP; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Unique Scaffold
NAME OF BUSINESS

SIGNATURE

Joe Garcia - CFO
NAME & TITLE, TYPED OR PRINTED

6190 Egret Ct. Benicia, CA. 94510
MAILING ADDRESS

(925) 446-4442
TELEPHONE NUMBER

joe@uniquescaffold.us
EMAIL

Type of Organization:

____ Sole Proprietorship X Corporation ____ State of Incorporation

_____ Partnership ____Limited Liability Company

Attachment B

LEVINE ACT DISCLOSURE STATEMENT

(The completed form submitted to the City of Roseville is a public record.)

California Government Code Section 84308, commonly referred to as the "Levine Act," prohibits any "Officer" (elected or appointed officer, any alternate thereto, and any candidate for elective office) from participating in any consideration or action related to a proceeding if they receive political contribution(s) from a party, or its agent(s), totaling more than $250 within the previous twelve (12) months, while a proceeding is pending, and for twelve (12) months following the date of a final decision in a proceeding concerning a license, permit, other entitlement for use, franchise, or contract (collectively "license, permit, or contract"). For additional information: https://www.roseville.ca.us/government/departments/city_clerk/transparency/levine_act.

City Officers are listed at the following sites:

- The Members of City Council - https://www.roseville.ca.us/government/city_council/meet_council
- Boards & Commission Members - https://www.roseville.ca.us/government/boards_commissions

Parties and their Agents are responsible for reviewing and disclosing their applicable contributions to City Officers on the record of a proceeding.

1. Have you or your entity, or any agent on behalf of you or your entity, made any political contribution(s) totaling more than $250 to any City Officer in the twelve (12) months preceding the date of the submission of your license, permit, or contract, or the anticipated date of any City Council, Board, or Commission consideration or action related to this license, permit, or contract?

YES _____ NO X

If yes, please identify the City Officer(s):_____

2. Do you or your entity, or any agent on behalf of you or your entity, anticipate or plan to make any political contribution(s) totaling more than $250 to any City Officer in the twelve (12) months following any City Council, Board, or Commission consideration or action related to this license, permit, or contract?

YES _____ NO X

If yes, please identify the City Officer(s):_____

Answering yes to either of the two questions above does not preclude the City of Roseville from considering and/or taking action on a license, permit, or contract. It does, however, potentially preclude the identified City Officers from participating in consideration of and in taking any actions related to the license, permit, or contract. Please accurately complete and sign this form, under the penalty of perjury:

4/15/26	Joe Garcia - CFO	Unique Scaffold
(Date)	(Printed Name/Title of Authorized Representative)	(Name of business/legal entity)



(Signature)

You must submit a supplemental form if you make any new reportable contribution(s) while the contract, license, permit, or other entitlement is being considered. If this form has not previously been submitted in connection with a contracting, licensing, entitlement or permitting process, please provide the completed form to the Office of the City Clerk for appropriate departmental routing, at: City Clerk, 311 Vernon St., Roseville, CA 95678, CityClerkRoseville@roseville.ca.us

LEVINE ACT DISCLOSURE STATEMENT

(The completed form submitted to the City of Roseville is a public record.)

Term	Definition	Law
Covered "proceedings"	A proceeding to grant, deny, revoke, restrict, or modify a license, permit or other entitlement for use, that does not solely involve purely ministerial decisions and is: (1) Applied for by the party; (2) Formally or informally requested by the party; or (3) A contract between the agency and the party or a franchisee granted by the agency to the party, other than a contract that is **competitively bid**, a **labor contract**, or a **personal employment contract**.	FPPC Reg 18438.2(a)
Party	Any person who files an application for, or is the subject of, a proceeding involving a license, permit, or other entitlement for use.	Gov. Code 84308(a)(1)
Participant	Any person who is not a party but who actively supports or opposes a particular decision in a proceeding involving a license, permit, or other entitlement for use and who has a financial interest in the decision. A person actively supports or opposes a particular decision in a proceeding if that person lobbies in person the officers or employees of the agency, testifies in person before the agency, or otherwise acts to influence officers of the agency.	Gov. Code 84308(a)(2) FPPC Reg 18438.4
Agent	A person who represents a party or participant for compensation and appears before or otherwise communicates with the governmental agency for the purpose of influencing the pending proceeding. See FPPC Reg 18438.3 for exceptions for certain consultants.	FPPC Reg 18438.3
Competitively Bid	A contract required by law to be awarded to the lowest responsible bidder with a responsive bid, or, if the successful bidder refuses or fails to execute the contract, to the next lowest bidder with a responsive bid.	FPPC Reg 18438.2(a)(3)(A)
Labor Contract	A contract or agreement reached through collective bargaining or with a representative group regarding the salary, benefits, or terms and conditions under an employment or retirement policy for employees or retirees, including a project labor agreement entered under Public Contract Code Section 2500.	FPPC Reg 18438.2(a)(3)(B)
Personal Employment Contract	A contract for employment, including the terms and conditions of employment, between the agency and an agency employee. A contract with an independent contractor is NOT a personal employment contract.	FPPC Reg 18438.2(a)(3)(C)-(D)

A **party** to a proceeding before an agency involving a license, permit, or other entitlement for use **shall disclose on the record of the proceeding** any contribution in an amount of more than two hundred fifty dollars ($250) made within the preceding 12 months by the party or the party's agent.

A **party, or agent to a party**, to a proceeding involving a license, permit, or other entitlement for use pending before any agency or a participant, or agent to a participant, in the proceeding **shall not make a contribution** of more than two hundred fifty dollars ($250) to any officer of that agency during the proceeding and for 12 months following the date a final decision is rendered by the agency in the proceeding.

(Gov. Code, § 84308, emphasis added.)

Attachment F

NONCOLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the CFO of Unique Scaffold, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 4/15/26 [date], at Benicia [city], California [state].

Type text here

(Signature of Declarant)

Attachment C

CONTRACTOR LICENSES

List the licenses held by your company and/or employees. The following representations are made under penalty of perjury:

CA State Lic. No.	Name on License	Class/Type	Expiration Date
10909084	Unique Scaffold	C39	5/31/26

Do you have a City of Roseville Business License? Yes X No____

License # 00848731

***For Public Works Projects (SB854)**: Contractors must register with the Department of Industrial Relations (DIR) pursuant to Labor Code section 1725.5. The Contractor shall provide proof of current registration with the Department of Industrial Relations for both itself and all listed subcontractors with their proposal. Contractors may register at: http://www.dir.ca.gov/public-works/publicworks.html

DIR contractor registration number and expiration date:

* 1000938922 Expires: 6/30/26

Attachment D

SUBCONTRACTOR LIST

If subcontractors will not be used, proposer must write "NONE". For construction contracts, in accordance with the Public Contract Code, Part 1, Chapter 4, Subletting and Subcontracting, Contractors must list the name and business address of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or who will specially fabricate and install a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent (0.5%) of the prime contractor's total bid, or in the case of bids or offers for the construction of streets and highways, including bridges, in excess of one-half of one percent (0.5%) of the prime contractor's total bid or ten thousand dollars ($10,000) whichever is greater.

Company Name NONE

Principal _____

Address _____

City _____

Phone _____

Job capacity _____

Percentage of total work _____

Licenses and numbers _____

DIR Contractor Registration Number & Expiration Date _____

Company Name NONE

Principal _____

Address _____

City _____

Phone _____

Job capacity _____

Percentage of total work _____

Licenses and numbers _____

DIR Contractor Registration Number & Expiration Date _____

Company Name NONE

Principal _____

Address _____

City _____

Phone _____

Job capacity _____

Percentage of total work _____

Licenses and numbers _____

DIR Contractor Registration Number & Expiration Date _____

Company Name NONE

Principal _____

Address _____

City _____

Phone _____

Job capacity _____

Percentage of total work _____

Licenses and numbers _____

DIR Contractor Registration Number & Expiration Date _____

Company Name NONE

Principal _____

Address _____

City _____

Phone _____

Job capacity _____

Percentage of total work _____

Licenses and numbers _____

DIR Contractor Registration Number & Expiration Date _____

Work Safe ★ UNIQUE SCAFFOLD EST° 2011 ★ Work Smart

April 15, 2026

RFP 07-127 Scope of Service & Cost Proposal

Customer
City of Roseville
Roseville Electric Generation Division
311 Vernon Street
Roseville, CA 95678

Attention: City Clerk Department. cityclerkroseville@roseville.ca.us.

Effective July 1st, 2026, per our Carpenters Union Negotiation (46 Northern California Counties Master Agreement) through June 30th, 2027, Time & Material Scaffold Rates service on the current above-mentioned project (s) are:

Labor Rates	Straight Time	Overtime	Double Time	Travel/Drive Time
Per Hour	$134.00	$173.50	$212.00	$90.00

- **Cost saving option for early payment 2% 10-day, net 30 per invoice.**

- **Crew Members Travel Time. (One Way)**
- 2 hours per day will apply to all crew members one way.

- **Driver drive time (Round Trip)**
- 2 hours each way will apply to the employee assigned by Unique Scaffold to drive company vehicle to and from job site.

- **Daily use of Flatbed and Pickup Truck plus Fuel will be billed as follows.**
- Pickup - $115.00 plus $0.80 per mile from Unique Scaffold office.
- Flatbed - $150.00 plus $1.60 per mile from Unique Scaffold office.

- **Scaffold material rental for the initial 28 days is included. Rental thereafter will be billed at**
- $0.10 per piece, per day.

- **Shrink wrap material/ accessories that are used per-request will be billed per (½ roll and or full roll) 12mil 30' x 100' as follows.**
- $800.00 per full roll and $400.00 per half roll.

- Consumables such as wire, nails, toe-board, and small tools are included in the pricing.



- Other consumables, i.e. full sheets of plywood, safety netting, I-beams or any other items uncommonly used for day-to-day scaffold use will be billed at cost plus 15%.
- Freight (Semi-Truck) will be billed at cost plus 15%.
- Engineering will be billed at cost plus 15%.
- Third Party rental equipment will be billed at cost plus 15%.
- Budget pricing will be provided for all projects prior to starting work, except for emergency call out work. Pricing for this work will be provided in a timely manner.
- All work will be done in accordance with NCCRC Agreement.
- Unique Scaffold will coordinate directly with City of Roseville on work being performed and at the sole discretion of on-site Manager(s).
- Unique Scaffold's project manager's responsibilities shall include inspection and tracking of all scaffold materials being stored and erected to ensure scaffold quality is within the Cal – OSHA requirements and Industry Standard Guidelines.
- No back charge for work by others on or incidental to our work under this Agreement will be accepted by or paid by us unless we have entered into written agreement relative to said charges prior to the performance of such work.
- The bid assumes that a material stocking area will be provided near the area being erected or dismantled.
- Bid excludes cost of site-specific safety orientation or drug testing.
- Prices quoted are based on reasonable site access, allowed, and/or provided by the Customer.
- Pricing is based on Union wages.
- This proposal is subject to acceptance within 60 days.
- Our rates are based on prompt payment. Invoices not paid after 30 days will be subject to California State maximum interest rate of ½% per month on unpaid balance.
- The bid assumes that Roseville Electric may operate a forklift (Crane etc.) which may be used by Roseville Electric to help load and unload trucks and move equipment around the jobsite.
- At your request, we shall make alterations and repairs at your expense. Unless otherwise specified herein, no alterations to our work shall be made by you without our written consent. Additional Labor and/or rental beyond the original scope of work will be performed on a Time & Material basis, with additional rental equipment charges to be charged at the rates mentioned above.
- Any un-scheduled work/call outs will be a minimum of 4 hours per man & a 2 hour minimum per man with travel time in the event job gets cancelled due to weather.

EQUIPMENT RENTAL AND TERMS AND CONDITIONS

It is understood and agreed that:

1. All materials and equipment furnished by us for this project shall always remain our property. You shall assume all responsibility for the equipment while it is in your hands. All material and equipment shall be made available to us for dismantling and removal in the same condition as furnished and erected and you will pay for any parts that are lost or damaged by any cause whatsoever beyond ordinary wear and tear.

Work Safe Work Smart

2. It is understood and agreed that you will comply with the following requirements relative to the installation, use and maintenance of the equipment and that, in the event that you fail to do so, you shall be solely responsible for all injuries to persons, including death, or damage to property caused by or arising out of our omission to furnish, install, use and maintain the equipment in accordance with these requirements. And you shall indemnify and save us harmless from liability, loss or expense on account of such injuries to person, including death, or damage to property whether such injuries to person, including death, or damage be attributable to your negligence or the negligence of your employees, or otherwise:

INDEMNITY: To the fullest extent of the law, Lessee shall indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including attorney's fees, arising out of, connected with, or resulting from the equipment or the Lease, including without Limitation, the manufacture, selection, delivery, leasing, renting, control, possession, use, operation, maintenance or return of the equipment. Lessee shall further indemnify Lessor and hold Lessor harmless from all loss and damage to the equipment during the rental period. Lessee recognizes and agrees that included in this indemnity clause, but not by limitation, is Lessee's assumption of any and all liability for injury: disability and death of workmen and other persons caused by the operation, use, control, handling, or transportation of the equipment during the Rental Period.

We appreciate the opportunity to submit this proposal. If you have any questions, please feel free to contact me or our office.

Sincerely,

John Soto

CEO
John@uniquescaffold.us
Cell (925) 457-3379
Corporate Office
6190 Egret Ct
Benicia, CA 94510
Office: (925) 446-4442

John Soto
Signature

4-15-2026
Date

Work Safe ★ UNIQUE SCAFFOLD EST² 2011 ★ Work Smart

April 14th 2026

Competency of Proposers RFP 07-127

Customer
City of Roseville
Roseville Electric Generation Division
311 Vernon Street
Roseville, CA 95678

Attention: City Clerk Department. cityclerkroseville@roseville.ca.us.

Unique Scaffold affirms the following.

- Unique Scaffold has the necessary facilities, ability, experience and financial resources to provide the services specified herein in a satisfactory and timely manner.
- Unique Scaffold is not party to any current or pending bankruptcies, liens, stop payment notices, judgments, lawsuits, arbitrations, mediations, foreclosures and any similar actions filed or resolved in the past (7) years.
- Unique Scaffold has not had a client terminate a contract with our firm for breach of contract.

John Soto

President
John@uniquescaffold.us
Cell (925) 457-3379
Corporate Office
6190 Egret Ct.
Benicia, CA. 94510
Office: (925) 446-4442
Fax: (925) 446-4486

John Soto
Signature

4-15-2026
Date

City Council Communication

Meeting Date: 8/19/2026
Item #: VI.8
File #: 0203-07
Item ID: 2026-684

Title:	15kV Metal-Clad Switchgear (RFQ 10-3445) - Contract Purchase Agreement
Contact:	Sue Jessup 916-746-1107 sjessup@roseville.ca.us

SUMMARY

Staff recommends approval of a contract purchase agreement with Crown Technical Systems, LLC as the lowest responsive and responsible bidder for Request for Quotations 10-3445, to provide labor, materials, delivery and installation of 15kV Metal-Clad Switchgear at the Holt Substation, and authorize the City Manager to execute the agreement on the City's behalf. Additionally, staff recommends that the City Council approve a project contingency in an amount not to exceed 5% of the contract value, for a total authorized amount not to exceed $3,041,519.94, and authorize the City Manager or designee to approve change orders within the approved contingency. Adequate funding has been appropriated for the Holt Substation capital improvement project in the Electric Fund.

RECOMMENDATION

Recommend that the City Council adopt a resolution approving Contract Purchase Agreement (3005544) with Crown Technical Systems, LLC as the lowest responsive and responsible bidder for Request for Quotations 10-3445, to provide labor, materials, delivery and installation of 15kV Metal-Clad Switchgear at the Holt Substation, and authorize the City Manager to execute the agreement on behalf of the City of Roseville.

Additionally, staff requests that the City Manager or his designee be authorized to approve change orders, consistent with the contract terms, provided that the net cost of all change orders shall not exceed five percent (5%) of the contract price.

BACKGROUND

This switchgear is one of the main components needed for the construction of the new Holt Substation. The switchgear will allow for new distribution circuits that will serve the Creekview and Amoruso Ranch areas.

After evaluating the bid submittals, Crown Technical Systems was deemed the lowest responsive and responsible bidder. Wrathall and Krusi were deemed nonresponsive for failing to provide the required bid documentation. nVent EBS Holding LLC was deemed nonresponsive because its proposed lead time did not meet the required delivery schedule, and it took exception to the requirement to provide foundation reaction calculations.

A formal bid was issued, and the following responses were received:

Bidder	Total
Crown Technical Systems	**$2,896,685.69**

Fontana, CA

Wrathall and Krusi, Inc. San Anselmo, CA	$1,929,625.00
nVent EBS Holding LLC Fulton, MO	$2,300,000.00
Myers Power Products, Inc. Ontario, CA	$2,975,004.00
Axia Electric LLC Riverside, CA	$5,535,600.00

FISCAL IMPACT

The total cost of this substation project component is $2,896,685.69. Authorizing change orders on an as-needed basis, up to 5% ($144,834.28) as a project contingency, would increase the total authorized contract amount to $3,041,519.94. Adequate funding has been appropriated in the Holt Substation capital improvement project in the Electric Fund for FY2026-27 and additional funding will be provided in the FY2027-28 Electric Fund budget.

ENVIRONMENTAL REVIEW

The proposed action would approve a contract purchase agreement for equipment and installation of that equipment needed to construct a new electrical substation. Construction of the substation was approved by the City Council on February 18, 2026. The substation project was previously evaluated as part of the Creekview Specific Plan EIR (certified September 24, 2012, SCH No. 2008032017), and identified in the associated Creekview Specific Plan. The proposed contract purchase agreement would not result in any changes to project construction as approved in February 2026, or to the Creekview Specific Plan as approved in 2012. No additional CEQA review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

4. Invest in well-planned infrastructure and growth

Respectfully Submitted,
Sue Jessup, Buyer

Scott Pettingell, Finance Director

ATTACHMENTS:

1. Resolution 26-318
2. Contract Purchase Agreement
3. Bid Summary
4. Notice of Intent to Award

REVIEWERS:

Arleta Wagenhals, City Clerk Department	Created/Initiated - 7/30/2026
Sue Jessup, Finance Department - Purchasing	Approved - 7/30/2026
Shannon Wiest, Finance Department - Purchasing	Approved - 7/30/2026
Scott Pettingell, Finance Department	Approved - 7/31/2026
Kelly Aye, City Attorney Department	Approved - 8/4/2026
Katrina Six, City Clerk Department	Approved - 8/5/2026
Ryan DeVore, City Manager Department - Assistant City Manager	Approved - 8/5/2026
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 8/5/2026
Michelle Sheidenberger, City Attorney Department	Approved - 8/7/2026
Dominick Casey, City Manager Department - City Manager	Approved - 8/10/2026
Katrina Six, City Clerk Department	Final Approval - 8/10/2026

RESOLUTION NO. 26-318

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

WHEREAS, a Contract Purchase Agreement (3005544) for the labor, materials, delivery and installation of the 15kV Metal-Clad Switchgear at the Holt Substation, by and between the City of Roseville and Crown Technical Systems, LLC, 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 the City Manager is authorized to execute it on behalf of the City of Roseville.

BE IT FURTHER RESOLVED that the City Manager or his designee is authorized to approve change orders, consistent with the contract terms, provided that the net cost of all change orders shall not exceed five percent (5%) of the contract price.

PASSED AND ADOPTED by the Council of the City of Roseville this ___ day of _____, 2026, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

Contract Purchase Agreement 3005544

Supplier Details:

Company	Crown Technical Systems LLC
Contact	Josh Carruthers
Address	13470 Philadelphia Ave
	Fontana, CA 92337

Submit your response to:

Company	City of Roseville
Contact	Sue Jessup
Address	Purchasing Division
	311 Vernon St
	Roseville, CA 95678
Phone	(916) 746-1107
Fax	(916) 746-1115
E-mail	SJessup@roseville.ca.us

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

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

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

Sole proprietorship - **By owner**

Partnership - **Any general partner**

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

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

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

CITY OF ROSEVILLE CALIFORNIA

Contract Purchase Agreement 3005544

Agreement	**3005544**
Agreement Date	**22-JUN-2026**
Revision	**0**
Agreement Amount	**2,896,685.69 USD**

Invoice To
City of Roseville
Accounts Payable
311 Vernon St
ROSEVILLE CA 95678
Phone: (916) 774-5488
Fax: (916) 784-3796
Email: accountspayable@roseville.ca.us

Supplier
Crown Technical Systems LLC
13470 Philadelphia Ave

Fontana, CA 92337
Phone: (951) 332-4170
Fax: ()
Email: nsiddiqui@crowntechnicalsystems.com

Description of Labor, equipment and/or materials

Vendor shall provide and install 15kV Metal-Clad Switchgear (Holt Substation) in accordance with all terms, conditions, specifications, attachments, and addenda of RFQ 10-3445.

Start Date: Executed Agreement
End Date: Upon Final Payment

Please contact Vince Bottoni in the Electric Department at (916) 774-5641 or VBottoni@roseville.ca.us for questions regarding this agreement.

Customer #	Supplier #	Payment Terms	Freight Terms	FOB	Shipping Method
	11011	**Net 30**	**Freight on Board at the destination**	**Destination**	**Best Method**

Start Date	End Date	Confirm To
		Sue Jessup Phone **1-916-746-1107**

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

Contract Terms and Conditions

1. To the fullest extent allowed by law, Contractor shall defend, indemnify, and save and hold harmless the City, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of Contractor's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except to the extent those matters arise from the City's negligence or willful misconduct. The parties intend that this provision shall be broadly construed. Contractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

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

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

4. Time is of the essence of this Agreement.

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

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

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

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

9. All prevailing wages and fair employment practices must be adhered to. For prevailing wage contracts over $25,000, copies of certified payroll must be submitted with invoices. Prevailing wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm. In compliance with Labor Code Section 1773.2, as may be amended from time to time, Contractor shall cause a copy of this website to be posted at each jobsite, as applicable.

10. Contractor agrees to the below insurance requirements:

    a. Unless otherwise specified, the Contractor shall maintain the policies of insurance outlined in Attachment A, incorporated herein by this reference, in full force and effect during the term of this Agreement. The City of Roseville retains sole discretion in determining the types and proper levels of insurance

coverage.

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

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

(1) the minimum coverage and limits specified in this Agreement; or
(2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

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

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

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

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

h. Waiver of Subrogation. Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment

of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of City, its officers, agents, employees and volunteers for all work performed by Contractor, its employees, agents and subcontractors.

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

11. Contractor shall comply with all federal, state and local laws and ordinances, including but not limited to the City's storm water regulations, as may be applicable to the performance of services under this Agreement. Failure to comply with local ordinances may result in monetary fines and cancellation of this Agreement. Refer to www.roseville.ca.us/stormwater for links to more information on the City's storm water regulations.

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

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

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

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

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

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

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

19. Contractor/consultant's duties and services under this agreement shall not include preparing or assisting the public entity with any portion of the public entity's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the public entity. The public entity entering this agreement shall at all times retain responsibility for public contracting, including with

respect to any subsequent phase of this project. Contractor/consultant's participation in the planning, discussions, or drawing of project plans or specifications, if any, shall be limited to conceptual, preliminary, or initial plans or specifications. Contractor/consultant shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by contractor pursuant to this agreement.

20. Contractor must submit all claims as defined in and in accordance with the claim resolution process set forth in Section 9204 of the Public Contract Code. Each such claim must be sent to the City by registered mail or certified mail with return receipt requested and must contain reasonable documentation to support the claim. All claims must be received prior to acceptance of the work.

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

22. The Levine Act (Govt. Code, Section 84308) requires a Party (and its agent(s), if any) to a Proceeding before the City of Roseville that involves any action or consideration related to their contract, license, permit, or other entitlement for use, to disclose any campaign contributions made to City elected or appointed officers totaling more than $500 within the twelve (12) months prior to the City decision and while a proceeding is pending, and includes certain prohibitions on contribution activity thereafter. If applicable campaign contributions have been made by Contractor and/or its agent(s), Contractor is responsible for compliance, including for its disclosure obligations, if any, as further described at: https://www.roseville.ca.us/government/departments/city_clerk/transparency/levine_act.

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

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

    CONTRACTOR and CITY agree that: (a) CONTRACTOR is free from the control and direction of CITY in connection with the performance of the work; (b) CONTRACTOR is providing services directly to CITY; (c) CONTRACTOR has and will maintain at all relevant times a business license; (d) CONTRACTOR maintains a business location that is separate from CITY; (e) CONTRACTOR is customarily engaged in an independently established business of the same nature as that involved in the work performed hereunder; (f) CONTRACTOR actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from CITY; (g) CONTRACTOR advertises and holds itself out to the public as available to provide the same or similar services; (h) CONTRACTOR provides its own tools, vehicles, and equipment to perform the services; (i) CONTRACTOR has negotiated its own rates; (j) CONTRACTOR set its own hours and location of work in accomplishing CITY's on-call needs; and (k) CONTRACTOR has the right to control the manner and means of accomplishing the result desired and exercises its own expert independent judgement.

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

Roseville Business License No. _____

Contractor License No. _____

DIR Registration No. _____

Check mark the applicable company type below:

_____ **Corporation**

_____ **Limited Liability Company**

_____ **Partnership**

_____ **Sole Proprietor**

City Reserves the right to withhold any payments to contractor in the event of noncompliance with insurance requirements or if required by law.
Construction T&C
Negotiated Section 1 6/16/26 JM

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

General - Required Coverage/Documentation

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

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

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

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

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

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

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

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

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

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

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

Insurance Submission Process

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

How It Works

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

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

Asbestos-Containing Materials in City-Owned Buildings

California Health and Safety Code Section 25915 requires that all City of Roseville employees, contractors and lessees be notified annually of the presence of asbestos in City-owned buildings constructed prior to 1979. Please post this notice in an area(s) accessible to all employees, contractors and lessees. Contact Facility Maintenance & Operations at (916) 774-5740 for more information about Asbestos Containing Materials (ACMs) in specific City-owned buildings. For more information about asbestos refer to the OSHA website.

The City of Roseville is committed to maintaining a safe and healthy work environment. The City's Facility Maintenance & Operations staff conducts ongoing inspections to identify and safely manage previously installed asbestos-containing products. Renovation of City-owned buildings **MUST** be reviewed in advance by Facility Maintenance & Operations to ensure the City is in compliance with building codes, Americans with Disabilities Act and that no ACMs are disturbed without proper safeguards. Work that requires removal or repair of ACMs is restricted to trained and qualified persons only. **Facility Maintenance & Operations will need to approve the qualified contractors.**

Use the following measures to protect you and others from exposure to airborne asbestos:

- Presume all building materials contain asbestos until determined otherwise by Facility Maintenance & Operations.
- Do not install walls, closets, cabinets, ceilings.
- Do not remove, cut, drill, sand, grind or otherwise disturb any material in the buildings, including carpet and tile.
- Do not paint (this includes any walls, ceilings, floors and electrostatic painting of office furniture).
- Do not remove any items nailed or screwed to the walls (this includes pictures, cabinets, electrical, etc.).
- Do not go above ceilings, behind walls or into building spaces such as attics and crawlspaces unless these areas have been inspected and cleared by Facility Maintenance & Operations.
- Do not pull cable or wiring through above-ceiling spaces with asbestos.
- Do not install screws, pins, nails or hangers into asbestos ceiling or wall plaster.
- Be careful not to damage walls, ceilings or floors when moving furniture or equipment. It is recommended that Facility Maintenance & Operations be contacted prior to moving furniture or equipment.
- Do not brush, sweep or vacuum textured asbestos ceiling plaster or plaster debris.
- Immediately report any damage or deterioration of suspect building materials to Facility Maintenance & Operations or Risk Management.

It is important to note that the presence of asbestos does not mean you have been exposed. Exposure results when friable asbestos particles are inhaled or ingested. Asbestos becomes friable when material containing asbestos is drilled, sanded or disturbed by remodeling or demolition work or when the ACM has deteriorated. Intact, bonded, sealed or undisturbed asbestos does not pose a hazard.

Employees may review the asbestos survey reports, results of bulk sampling or air monitoring conducted in City-owned buildings. All asbestos data will be available by appointment with Facility Maintenance & Operations.

Facilities Built Pre 1979 That May Contain Asbestos	Year Built
Downtown Library - 225 Taylor Street 95678	1974
Carnegie Museum - 557 Lincoln Street 95678	1912
Tower Theatre - 415 Vernon Street 95678	1940
Fire Station #3 - 1300 Cirby Way 95661	1963
Old Corp Yard - 100 Old Corp Yard Road 95678	1940
Water Treatment Plant Operations Bldg.- 9595 Barton Road 95746	1965
Waste Water Treatment Plant Operations Bldg. - 1800 Booth Road 95747	1962
Royer Recreation Bldg. - 190 Park Drive 95678	1950
Fire Museum - 400 Lincoln Street 95678	1930
Diamond Oaks Golf - 349 Diamond Oaks Road 95678	1965
Johnson Pool, 4th & D Street	1950
330 Vernon Street	1940
107 Sutter Avenue	1962

Sign to acknowledge receipt of asbestos notification:

SIGNATURE	Josh Carruthers, Vice President Khawar Siddiqui, Vice President
COMPANY NAME	Crown Technical Systems, LLC
DATE 7/31/20	

Asbestos
Rev 01/16/19

Supplier

Signature: 

Print Name: Josh Carruthers

Title: Vice President

Date: 7/30/26

Supplier

Signature: 

Print Name: Khawar Siddiqui

Title: Vice President

Date: 7/30/26

City of Roseville, A Municipal Corporation

Signature: _____

Print Name: **Dominick Casey**

Title: **City Manager**

Date: _____

DocuSign Envelope ID: 4749B558-6FCA-43A5-91D4-B595639FE9FA

CITY OF ROSEVILLE CALIFORNIA

April, 2022

RE: Contractor and Grantee Compliance with Economic Sanctions Imposed in Response to Russia's Actions in Ukraine

Dear Vendor:

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding sanctions in response to Russian aggression in Ukraine. The EO is located at https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf.

The EO directs all agencies and departments that are subject to the Governor's authority to take certain immediate steps, including notifying all contractors and grantees of their obligations to comply with existing economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law.

This correspondence serves as a notice under the EO that as a contractor or grantee, compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions). Failure to comply may result in the termination of contracts or grants, as applicable.

Please note that for any agreements or grants valued at $5 million or more you must report to the City of Roseville your compliance with economic sanctions including steps you have taken in response to Russia's actions in Ukraine, including, but not limited to, desisting from making new investments in, or engaging in financial transactions with, Russian entities, not transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine.

Sincerely,

DocuSigned by:
Shannon Wiest 4/25/2022
A3035660A19747F...

Shannon Wiest
City of Roseville
Purchasing and Warehouse Manager

Line Item Bid
Bid Type
ExcelFormat Bid Tabulation Matrix
Version **1**
Bid RFQ #10-3445 - 15kV Metal-Clad Switchgear (Holt Substation)
End Date 2026-05-20 03:00 PM PDT

Vendor					Axia Electric, LLC	Crown Technical Systems, LLC	Myers Power Products, Inc.	Wrathall and Krusi	nVent EBS Holding LLC
Item Code	**Item Name**	**Item Description**	**Qty**	**Unit**	**Unit Price**	**Unit Price**	**Unit Price**	**Unit Price**	**Unit Price**
	Grand Total for 15kV Metal-Clad Switchgear	Total from the following sections on Attachment "A" Pricing Worksheet (P.1.1 + P.1.2 + P.1.3). *If bidding alternate products, you are required to upload the product specifications and other relevant documentation with your bid submittal.	1	Each	**$5,535,600.00**	**$2,896,685.69**	**$2,975,004.00**	**$1,929,625.00**	**$2,300,000.00**
	Brand								**nVent C/O Young & Co**
	Item Vendor Ref Number						**90068-TX1**		**26-04-16-01**

311 Vernon Street
Roseville, CA 95678

NOTICE OF INTENT TO AWARD

Date: July 30, 2026

To: All **Bidders** concerning **RFQ 10-3445 15kV Metal-Clad Switchgear (Holt Station)**

From: Finance Department, Purchasing Division, Sue Jessup, Buyer

Subject: Notice of Intent to Award

For RFQ 10-3445, pending City Council approval, the City recommends awarding purchase orders to: **Crown Technical Systems, LLC.**

To inquire about the recommended award, please write to Finance Department, Purchasing Division, Sue Jessup, Buyer, at sjessup@roseville.ca.us.

City Council Communication

Meeting Date: 8/19/2026
Item #: VI.9
File #: 0202
Item ID: 2026-662

Title:	Annual Audit Report for the Fiscal Year ended June 30, 2025 - Transportation Development Act Funds
Contact:	Teri Quinlan 916-774-5316 tquinlan@roseville.ca.us

SUMMARY

Staff recommends that the City Council receive the Transportation Development Act funds informational financial report and related management letter for the fiscal year ended June 30, 2025. There is no fiscal impact to the General Fund associated with this recommendation.

RECOMMENDATION

Staff recommends that the City Council receive the Transportation Development Act (TDA) funds informational financial report and the related management letter for the fiscal year ended June 30, 2025. This item is for informational purposes only and requires no Council action.

BACKGROUND

The following informational reports for the fiscal year ended June 30, 2025, are included with this communication:

- Transportation Development Act (TDA) Funds Audited Financial Statements and Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters
- TDA Funds Management Letter

Richardson and Company, an independent certified public accounting firm, conducted the annual audit of the TDA Funds for the fiscal year ended June 30, 2025. The audit report includes one finding related to the untimely completion of the financial reporting process, which resulted from staffing turnover. Management agrees with the finding and expects that, with current staffing, the City will meet future reporting deadlines.

The management letter notes that, before submitting additional TDA claims, the City should consider the $3.7 million in unspent Local Transportation Funds (LTF) available as of June 30, 2025, which includes a $2.0 million LTF reserve. Separately, the Placer County Transportation Planning Agency is holding an additional $5.4 million in LTF until previously claimed funds have been spent.

FISCAL IMPACT

Thre is no fiscal impact as a result of this information reports.

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

informational reports meets the above criteria and is not subject to CEQA. No additional environmental review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

2. Remain fiscally responsible in a changing world

Respectfully Submitted,
Teri Quinlan, Accounting Manager

Scott Pettingell, Finance Director

ATTACHMENTS:

1. FY25 TDA audit report
2. FY25 TDA management letter

REVIEWERS:

Teri Quinlan, Finance Department	Created/Initiated - 7/27/2026
Scott Pettingell, Finance Department	Approved - 7/31/2026
Kelly Aye, City Attorney Department	Approved - 8/3/2026
Katrina Six, City Clerk Department	Approved - 8/4/2026
Ryan DeVore, City Manager Department - Assistant City Manager	Approved - 8/10/2026
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 8/10/2026
Michelle Sheidenberger, City Attorney Department	Approved - 8/10/2026
Dominick Casey, City Clerk Department	Approved - 8/10/2026
Katrina Six, City Clerk Department	Final Approval - 8/10/2026

CITY OF ROSEVILLE

TRANSPORTATION DEVELOPMENT ACT FUNDS

Audited Financial Statements
and Compliance Report

June 30, 2025

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CITY OF ROSEVILLE
TRANSPORTATION DEVELOPMENT ACT FUNDS

Audited Financial Statements
and Compliance Report

June 30, 2025

Audited Financial Statements

Independent Auditor's Report 1
Statements of Net Position 3
Statements of Revenues, Expenses and Changes in Fund Net Position 5
Statements of Cash Flows 7
Notes to Financial Statements 11

Compliance Report

Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards,* the Transportation Development Act and Other State Program Guidelines 20
Schedule of Findings and Responses 22

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RICHARDSON & COMPANY LLP
CERTIFIED PUBLIC ACCOUNTANTS

550 Howe Avenue, Suite 210
Sacramento, California 95825

Telephone: (916) 564-8727
FAX: (916) 564-8728

INDEPENDENT AUDITOR'S REPORT

To the City Council
Roseville, California

Report on the Financial Statements

Opinion

We have audited the accompanying financial statements of the Transportation Development Act Fund of the City of Roseville, as of and for year ended June 30, 2025, and the related notes to the financial statements, as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Transportation Development Act Fund of the City of Roseville, as of June 30, 2025, and the changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards are applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements Section of our report. We are required to be independent of the City of Roseville and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Emphasis-of-Matter

As discussed in Note B, the financial statements present only the Transportation Development Act Fund of the City of Roseville and do not purport to, and do not, present fairly the financial position of the City of Roseville as of June 30, 2025, in conformity with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions,

misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in aggregate, they would influence the judgement made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgement and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management as well as evaluate the overall presentation of the financial statements.

Prior Year Comparative Information

We have previously audited the TDA Fund financial statements dated February 26, 2026. In our opinion the summarized comparative information presented herein as of and for the year ended June 30, 2024 is consistent, in all material respects, with the audited financial statements from which it has been derived.

Required Supplementary Information

Management has omitted management's discussion and analysis and budgetary comparison information that accounting principles generally accepted in the United States of America require to be presented to supplement the basic financial statements. Such missing information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. Our opinion on the basic financial statements is not affected by this missing information.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report date July 22, 2026 on our consideration of the City of Roseville's internal control over financial reporting related to the TDA Funds and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters, and the Transportation Development Act. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City of Roseville's internal control over financial reporting and compliance.

Richardson & Company, LLP

July 22, 2026

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CITY OF ROSEVILLE

TRANSPORTATION DEVELOPMENT ACT FUNDS

STATEMENTS OF NET POSITION

June 30, 2025
(With Comparative Totals as of June 30, 2024)

	Transit Fund	Transportation Fund
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents		$ 4,398,612
Accounts receivable		
Due from other governmental agencies	$ 8,489,008	1,999,582
Interest receivable	17,469	9,876
Due from other funds	899,593	
TOTAL CURRENT ASSETS	9,406,070	6,408,070
NONCURRENT ASSETS		
Capital assets, nondepreciable	13,999,889	32,350,929
Capital assets, depreciable, net	11,644,318	15,974,977
TOTAL NONCURRENT ASSETS	25,644,207	48,325,906
TOTAL ASSETS	35,050,277	54,733,976
DEFERRED OUTFLOWS OF RESOURCES		
Pension plan	334,917	374,721
Other postemployment benefits (OPEB) plan	39,000	45,000
TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES	$ 35,424,194	$ 55,153,697
LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND NET POSITION		
CURRENT LIABILITIES		
Accounts payable	$ 441,181	$ 1,437,721
Accrued salaries and benefits	21,394	25,351
Due to other funds	4,524,813	899,593
Compensated absences	49,193	70,491
Unearned revenue	3,754,678	3,692,992
Subscription-based IT arrangement (SBITA) liabilities		
TOTAL CURRENT LIABILITIES	8,791,259	6,126,148
NONCURRENT LIABILITIES		
Compensated absences	37,206	66,745
Net pension liability	1,437,707	1,608,571
Net OPEB liability	173,000	306,000
SBITA liabilities		
NONCURRENT LIABILITIES	1,647,913	1,981,316
TOTAL LIABILITIES	10,439,172	8,107,464
DEFERRED INFLOWS OF RESOURCES		
OPEB plan	117,000	129,000
TOTAL DEFERRED INFLOWS OF RESOURCES	117,000	129,000
NET POSITION		
Investment in capital assets	25,569,933	47,301,823
Unrestricted	(701,911)	(384,590)
TOTAL NET POSITION	24,868,022	46,917,233
TOTAL LIABILITIES, DEFERED INFLOWS OF RESOURCES AND NET POSITION	$ 35,424,194	$ 55,153,697

The accompanying notes are an integral part of these financial statements.

CTSA Fund	Totals 2025	2024
$ 107,288	$ 4,505,900	$ 11,975,401
		29,746
114,235	10,602,825	6,211,809
3,093	30,438	32,597
	899,593	
224,616	16,038,756	18,249,553
	46,350,818	30,024,423
186,024	27,805,319	25,731,510
186,024	74,156,137	55,755,933
410,640	90,194,893	74,005,486
34,830	744,468	1,013,134
12,000	96,000	115,000
$ 457,470	$ 91,035,361	$ 75,133,620
$ 33,268	$ 1,912,170	$ 2,821,240
1,207	47,952	57,908
	5,424,406	
8,705	128,389	132,364
	7,447,670	13,574,347
		265
43,180	14,960,587	16,586,124
6,045	109,996	160,093
149,519	3,195,797	3,642,474
208,000	687,000	743,000
		283
363,564	3,992,793	4,545,850
406,744	18,953,380	21,131,974
28,000	274,000	309,000
28,000	274,000	309,000
186,024	73,057,780	53,936,208
(163,298)	(1,249,799)	(243,562)
22,726	71,807,981	53,692,646
$ 457,470	$ 91,035,361	$ 75,133,620

CITY OF ROSEVILLE

TRANSPORTATION DEVELOPMENT ACT FUNDS

STATEMENTS OF REVENUES, EXPENSES
AND CHANGES IN FUND NET POSITION

For the Year Ended June 30, 2025
(With Comparative Totals as of June 30, 2024)

	Transit Fund	Transportation Fund
OPERATING REVENUES		
Passenger fares	$ 682,324	
TOTAL OPERATING REVENUES	682,324	
OPERATING EXPENSES		
Salaries and benefits	956,955	$ 1,035,318
Purchased transportation	4,123,196	
Maintenance, materials and supplies	2,669,973	643,916
Depreciation	1,232,844	618,194
TOTAL OPERATING EXPENSES	8,982,968	2,297,428
OPERATING LOSS	(8,300,644)	(2,297,428)
NONOPERATING REVENUES (EXPENSES)		
Local Transportation Funds - operating	1,655,304	1,535,962
State Transit Assistance funds	3,001,798	
Federal and state grants - operating	2,062,438	
Interest revenue	48,328	94,941
(Loss) Gain on sale of capital assets	(7,923)	
Other revenues	178,664	48,331
Interest expense		(13)
TOTAL NONOPERATING REVENUES (EXPENSES)	6,938,609	1,679,221
NET LOSS BEFORE CAPITAL CONTRIBUTIONS AND TRANSFERS	(1,362,035)	(618,207)
CAPITAL CONTRIBUTIONS		
Local Transportation Funds - capital	72,840	6,834,053
State of Good Repair funds - capital	378,979	
Pedrestian and Bicycle - capital		
Federal and state grants - capital	5,206,040	7,487,638
TOTAL CAPITAL CONTRIBUTIONS	5,657,859	14,321,691
TRANSFERS		
Transfer in from other City funds	129,191	
Transfer out to other City funds		
	129,191	
CHANGE IN NET POSITION	4,425,015	13,703,484
Net position, beginning of year	20,443,007	33,213,749
NET POSITION, END OF YEAR	$ 24,868,022	$ 46,917,233

The accompanying notes are an integral part of these financial statements.

CTSA Fund	Totals 2025	Totals 2024
	$ 682,324	$ 518,454
	682,324	518,454
$ 101,248	2,093,521	2,083,917
	4,123,196	3,764,770
428,150	3,742,039	4,120,794
8,567	1,859,605	1,742,839
537,965	11,818,361	11,712,320
(537,965)	(11,136,037)	(11,193,866)
522,697	3,713,963	8,420,002
	3,001,798	
	2,062,438	370,294
2,099	145,368	605,120
	(7,923)	20,083
5	227,000	236,104
	(13)	(15)
524,801	9,142,631	9,651,588
(13,164)	(1,993,406)	(1,542,278)
	6,906,893	5,134,589
	378,979	102,133
		637,102
	12,693,678	6,057,028
	19,979,550	11,930,852
	129,191	125,452
		(313,975)
	129,191	(188,523)
(13,164)	18,115,335	10,200,051
35,890	53,692,646	43,492,595
$ 22,726	$ 71,807,981	$ 53,692,646

CITY OF ROSEVILLE

TRANSPORTATION DEVELOPMENT ACT FUNDS

STATEMENTS OF CASH FLOWS

For the Year Ended June 30, 2025
(With Comparative Totals as of June 30, 2024)

	Transit Fund	Transportation Fund
CASH FLOWS FROM OPERATING ACTIVITIES		
Receipts from customers and users	$ 682,324	
Payments to employees and related benefits	(1,035,537)	$ (1,277,325)
Payments to suppliers	(6,713,259)	(770,724)
NET CASH USED BY OPERATING ACTIVITIES	(7,066,472)	(2,048,049)
CASH FLOWS FROM NON-CAPITAL FINANCING ACTIVITIES		
Operating grants and other revenues	1,722,145	2,416,614
Interfund borrowings	3,625,220	899,593
Interfund transfers	129,191	
NET CASH PROVIDED/(USED) BY NON-CAPITAL AND RELATED FINANCING ACTIVITIES	5,476,556	3,316,207
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES		
Capital grants	2,169,315	11,569,939
Purchases of capital assets	(7,012,912)	(13,976,427)
Proceeds from sale of capital assets	787	
NET CASH (USED)/PROVIDED BY CAPITAL AND RELATED FINANCING ACTIVITIES	(4,842,810)	(2,406,488)
CASH FLOWS FROM INVESTING ACTIVITIES		
Interest earned and paid on cash held in County pool	(31,665)	28,455
NET CASH PROVIDED BY INVESTING ACTIVITIES	(31,665)	28,455
NET (DECREASE) INCREASE IN CASH AND CASH EQUIVALENTS	(6,464,391)	(1,109,875)
Cash and cash equivalents, beginning of year	6,464,391	5,508,487
CASH AND CASH EQUIVALENTS, END OF YEAR	$ -	$ 4,398,612

The accompanying notes are an integral part of these financial statements.

CTSA Fund	Totals 2025	Totals 2024
	$ 682,324	$ 518,454
$ (94,698)	(2,407,560)	(2,320,212)
(419,804)	(7,903,787)	(5,515,816)
(514,502)	(9,629,023)	(7,317,574)
618,776	4,757,535	4,513,426
	4,524,813	
	129,191	(188,523)
618,776	9,411,539	4,324,903
	13,739,254	11,317,000
	(20,989,339)	(11,930,852)
	787	20,083
-	(7,249,298)	(593,769)
491	(2,719)	311,300
491	(2,719)	311,300
104,765	(7,469,501)	(3,275,140)
2,523	11,975,401	15,250,541
$ 107,288	$ 4,505,900	$ 11,975,401

CITY OF ROSEVILLE

TRANSPORTATION DEVELOPMENT ACT FUNDS

STATEMENTS OF CASH FLOWS (Continued)

For the Year Ended June 30, 2025
(With Comparative Totals as of June 30, 2024)

	Transit Fund	Transportation Fund
RECONCILIATION OF OPERATING LOSS TO NET CASH USED BY OPERATING ACTIVITIES		
Operating loss	$ (8,300,644)	$ (2,297,428)
Adjustments to reconcile operating loss to net cash provided (used) by operating activities:		
Depreciation	1,232,844	618,194
Unrealized loss on investments	81,860	66,974
Change in operating assets, deferred outflows of resources, liabilities and deferred inflows of resources:		
Deferred outflows/inflows of resources--pension plan	88,970	168,797
Deferred outflows/inflows of resources--OPEB plan	(6,000)	(5,000)
Prepaid expense		
Accounts payable	(1,950)	(193,234)
Accrued salaries	(3,062)	(6,792)
Compensated absences payable	(13,214)	(42,498)
SBITA liabilities		(548)
Net pension liability	(86,276)	(345,514)
Net OPEB liability	(59,000)	(11,000)
NET CASH USED BY OPERATING ACTIVITIES	$ (7,066,472)	$ (2,048,049)

The accompanying notes are an integral part of these financial statements.

CTSA Fund	Totals 2025	2024
$ (537,965)	$ (11,136,037)	$ (11,193,866)
8,567	1,859,605	1,742,839
1,412	150,246	282,197
10,899	268,666	1,220
(5,000)	(16,000)	(90,000)
		5,971
6,934	(188,250)	2,081,857
(102)	(9,956)	7,007
1,640	(54,072)	53,645
	(548)	(277)
(14,887)	(446,677)	147,833
14,000	(56,000)	(356,000)
$ (514,502)	$ (9,629,023)	$ (7,317,574)

NOTE A – ORGANIZATION

The City of Roseville (the City) receives funds from the Placer County Transportation Agency under the provisions of the Transportation Development Act (TDA) from the Placer County Local Transportation Fund (LTF) under Article 4, Section 99260(a) and Article 8, 99400(a) and State Transit Assistance Fund (STAF) under Article 4, Section 6730(a). The STAF funds are to be used for public transportation purposes only. The City's Article 4 LTF funds are for the support of public transportation systems as defined in the TDA. The City also receives State of Good Repair funds under the STAF program, representing Senate Bill 1, the Road Repair and Accountability Act of 2017 funds and Transit and Intercity Rail Capital Program (TIRCP) and Zero-Emission Transit Capital Program (ZETCP) under Senate Bill 125.

NOTE B – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation: The financial statements of the City of Roseville's Transportation Development Act Funds (the Funds) have been prepared in conformity with generally accepted accounting principles (GAAP) as applied to government units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles.

Reporting Entity: The financial statements are intended to present the financial position, results of operations and cash flows of only transactions recorded in the Funds. The Funds are included in the financial statements of the City.

Fund Accounting: The accounts of the Funds are organized on the basis of funds. A fund is an accounting entity with a self-balancing set of accounts established to record the financial position and results of operations of a specific governmental activity. The City utilizes the enterprise fund type of the proprietary fund group to account for the activities of the Funds. The following funds are used by the City to account for its TDA funds:

Transit Fund: The Transit Fund is used to account for the operation of the City's transit system. The principal operating revenues are charges to passengers for public transit services. Operating expenses include the cost of transit services, administrative expenses and depreciation on capital assets. All other revenues and expenses are reported as nonoperating.

Transportation Fund: The Transportation Fund accounts for Local Transportation Funds and grants which have been allocated for the purpose of street and road infrastructure and pedestrian and bicycle improvements.

CTSA Fund: The CTSA Fund accounts for Local Transportation Fund which have been allocated by the Western Placer Consolidated Transportation Services Agency to the City of Roseville for the construction and operation of the South Placer Transit Information Center including the Mobility Training Program and the operation of the Transit Ambassador Program.

Basis of Accounting: The accounting and financial reporting treatment applied to a fund is determined by its measurement focus. All proprietary funds are accounted for using the economic resources measurement focus. With this measurement focus, all assets, deferred outflows of resources, liabilities and deferred inflows of resources associated with the operation of these funds are included on the statement of net position. Net position is segregated into the investment in capital assets, amounts restricted and amounts unrestricted. Proprietary fund-type operating statements present increases (e.g., revenues) and decreases (e.g., expenses) in net position.

The accrual basis of accounting is utilized by proprietary fund types. Under this method, revenues are recorded when earned and expenses are recorded at the time liabilities are incurred. TDA and grant revenues are recorded when all eligibility requirements have been met. Revenues are deferred until the eligibility requirements are met.

Proprietary funds distinguish operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations.

NOTE B – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

When both restricted and unrestricted resources are available for use, it is the City's policy to use restricted resources first, then unrestricted resources as they are needed.

Cash and Cash Equivalents: For the purposes of reporting cash flows, cash and cash equivalents are defined as those amounts included in the balance sheet caption "cash and investments" and consist of amounts held in the City's cash and investment pool, which are available on demand.

Capital Assets: Capital assets are recorded at historical cost or estimated historical cost if actual cost is not available provided such costs exceed the respective capitalization threshold and the expected useful life of the asset is greater than one year. Contributed capital assets are valued at their estimated acquisition value on the date of contribution. Capital assets with limited useful lives are depreciated over their estimated useful lives. Alternatively, the "modified approach" is used for certain capital assets. Depreciation is not provided under this approach, but all expenditures on these assets are expensed, unless they are additions or improvements. Depreciation is computed using the straight-line method over the estimated useful lives of the assets. The estimated useful lives of the assets and capitalization thresholds are listed below:

Description	Useful Lives in Years	Capitalization Thresholds
Buildings	40	$ 20,000
Improvements	20-40	None
Equipment and vehicles	6-20	5,000
Landscaping	12	20,000
Bike paths	20	20,000
Bridges	90	20,000
Culverts	75	20,000
Sidewalks	20	20,000
Drain inlets	50	20,000
Storm drains	75	20,000
Traffic Signals	20	None

The Funds have acquired certain assets with funding provided by federal and state assistance from various grant programs. The Funds hold title to these assets; however, the federal government retains an interest in those assets for which it has contributed funding should the assets no longer be used for transit purposes.

Compensated Absences: GASB statement No. 101 requires a liability to be accrued for leave that is not used if the leave is attributable to services already rendered, the leave accumulates, and the leave is more likely than not to be used for time off, paid in cash, or settled through noncash means. Compensated absences comprise unused vacation leave, vested sick pay and certain compensated time off, which are accrued as earned. The liability for compensated absences is determined annually and is recorded in each proprietary fund.

Deferred Inflows/Outflows of Resources: In addition to assets, the statement of net position reports a separate section for deferred outflows of resources. This separate financial statement element represents a consumption of net position that applies to a future period(s) and so will not be recognized as an expense/expenditure until then. In addition to liabilities, the statement of net position reports a separate section for deferred inflows of resources. This separate financial statement element represents an acquisition of net position that applies to a future period and so will not be recognized as an inflow of resources (revenue) until that time.

As of June 30, 2025, the Funds have deferred outflows and inflows of resources related to the City's pension and OPEB plans, as described in Notes N and O.

NOTE B – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Restricted Net Position: Restrictions of net position show amounts that are legally restricted for specific uses under provisions of revenue sources.

Use of Estimates: The preparation of the financial statements in conformity with GAAP required management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

New Pronouncements: In June 2022, the GASB issued Statement No. 101, *Compensated Absences.* This statement requires that liabilities for compensated absences be recognized for leave that has not been used that is attributable to services already rendered, accumulates and is more likely than not to be used for time off or paid in cash or settled through noncash means and leave that has been used but not paid in cash or settled through noncash means. The Transportation Development Act Fund implemented this Statement during the year ended June 30, 2025. The effect of this change was immaterial and net position has not been restated as a result.

NOTE C – CASH AND CASH EQUIVALENTS

Investment in the City's Cash and Investments Pool: The Fund's cash and investments are held in the City's cash and investments pool. The City maintains a cash and investments pool and allocates interest to various funds based upon average cash balances. Investments held in the City's investment pool are available on demand to the Funds and are reported at fair value. The City's investment policy, interest rate risk and credit risk may be found in the notes to the City's basic financial statements.

NOTE D – DUE FROM OTHER AGENCIES

The due from other agencies for all funds consisted of the following at June 30, 2025:

Federal grants	$ 2,580,021
State grants	3,997,888
Other	4,024,916
Total due from other governmental agencies	$10,602,825

NOTE E – INTERFUND BALANCES AND TRANSACTIONS

Amounts reported as due to or from other TDA-related funds arise in the normal course of business and are expected to be repaid shortly after the end of the fiscal year. Interfund due to and from balances consisted of the following during the year ended June 30, 2025:

Receivable Fund	Payable Fund	Amount
General Fund	Transit Fund	$ 4,524,813
Transit Fund	Transportation Fund	899,593
		$ 5,424,406

NOTE E – INTERFUND BALANCES AND TRANSACTIONS (Continued)

Transfers in consisted of the following during the year ended June 30, 2025:

Receiving Transfer	Making Transfer	Purpose	
Transit Fund	General Fund	Municipal Services District #3	$ 129,191
			$ 129,191

NOTE F – CAPITAL ASSETS

Capital asset activity in the combined funds consisted of the following for the year ended June 30, 2025:

	Balance at June 30, 2024	Additions	Deletions	Transfers	Balance June 30, 2025
Capital assets, not being depreciated					
Land and easements	$ 1,839,081				$ 1,839,081
Streets (modified)	2,304,491				2,304,491
Construction in progress	25,880,851	$20,268,519		$ (3,942,124)	42,207,246
Total capital assets, not being depreciated	30,024,423	20,268,519		(3,942,124)	46,350,818
Capital assets being depreciated					
Buildings	2,168,069				2,168,069
Improvements	4,951,870				4,951,870
Equipment and vehicles	17,980,158		$ (378,239)	3,942,124	21,544,043
Landscaping	1,190,122				1,190,122
Bike paths	6,531,682				6,531,682
Bridges	12,022,926				12,022,926
Culverts	348,248				348,248
Sidewalks	1,223,107				1,223,107
Drain inlets	75,699				75,699
Storm drains	164,362				164,362
Traffic Signals	479,947				479,947
Subscription assets	825				825
Total capital assets, being depreciated	47,137,015	-	(378,239)	3,942,124	50,700,900
Less accumulated depreciation for:					
Buildings	(694,856)	(54,202)			(749,058)
Improvements	(1,227,906)	(191,575)			(1,419,481)
Equipment and vehicles	(13,129,886)	(1,016,147)	369,529		(13,776,504)
Landscaping	(549,711)	(96,940)			(646,651)
Bike paths	(4,314,302)	(273,376)			(4,587,678)
Bridges	(877,529)	(133,590)			(1,011,119)
Culverts	(72,182)	(4,643)			(76,825)
Sidewalks	(385,174)	(61,155)			(446,329)
Drain inlets	(8,434)	(1,514)			(9,948)
Storm drains	(19,643)	(2,191)			(21,834)
Traffic Signals	(125,678)	(23,997)			(149,675)
Subscription assets	(204)	(275)			(479)
Total accumulated depreciation	(21,405,505)	(1,859,605)	369,529	-	(22,895,581)
capital assets being depreciated	25,731,510	(1,859,605)	(8,710)	$ 3,942,124	27,805,319
Total capital assets, net	$ 55,755,933	$18,408,914	$ (8,710)		$ 74,156,137

NOTE G – LONG-TERM LIABILITIES

Changes in long-term liabilities consisted of the following for the year ended June 30, 2025:

	Balance July 01, 2024	Additions	Used	Balance June 30, 2025	Due Within One Year
Compensated absences	$ 292,457	$ (54,072)		$ 238,385	$ 128,389
Net pension liability	3,642,474		$ (446,677)	3,195,797	
Net OPEB liability	743,000		(56,000)	687,000	
	$ 4,677,931	$ (54,072)	$ (502,677)	$ 4,121,182	$ 128,389

NOTE H – FARE REVENUE RATIO

The City is required under the Transportation Development Act to maintain a fare revenue to operating expenses ratio of 15%. The calculation of the fare revenue ratio for the year ended June 30, 2025, is as follows:

Passenger fare revenues (excludes charter revenues)	$ 682,324
Amounts collected for other transit operators	(14,187)
Roseville TDA passenger fare revenues	668,137
Local funds - interest revenues	48,328
Local funds - advertising and other revenue	178,664
Local support - transfers in, net of transfers out	129,191
Local funds - federal funds	2,062,438
	$ 3,086,758
Operating expenses	$ 8,982,968
Less allowable exclusions:	
Depreciation	(1,232,844)
	$ 7,750,124
Fare revenue ratio	39.83%

The City was in compliance with the 15% minimum required fare revenue ratio at June 30, 2025. Assembly Bill (AB) 149 permits the inclusion of federal funds as local support, which allows the City to meet its fare revenue ratio.

NOTE I – UNEARNED REVENUE

The Local Transportation Fund (LTF) allocates monies to the transit system to support operations. LTF allocations are considered earned when they are properly spent for operations by the transit system. Allocations in excess of this amount are recorded as unearned revenue. The maximum eligibility for LTF allocations for the year ended June 30, 2025, was determined as follows:

	Transit Fund	Transportation Fund
Operating expenses	$ 8,982,968	$ 2,297,428
Adjustments:		
Depreciation	(1,232,844)	(618,194)
Fare box revenues	(682,324)	
State Transit Assistance	(3,001,798)	
Federal and State Grants - Operating	(2,062,438)	
Interest revenues	(48,328)	(94,941)
Other revenues	(178,664)	(48,331)
Loss on disposal of capital assets	7,923	
Net transfers - operating	(129,191)	
Maximum eligibility for operating	$ 1,655,304	$ 1,535,962
Capital expenditures	$ 5,946,828	$ 14,321,691
Adjustments:		
Federal contributions	(3,224,842)	(4,768,595)
State contributions	(1,981,198)	(2,719,043)
State of good repair contributions	(378,979)	
Maximum eligible for capital	$ 361,809	$ 6,834,053

A schedule of changes in unearned revenue for the year ended June 30, 2025, is as follows:

	Transit Fund						
	Local Transportation Funds	State Transit Assistance	SGR	LCTOP	Excess FTA Funds from Vehicles Sold	Other	Total
Beginning balance, July 1, 2024	$ 938,676	$ 1,532,812	$ 482,711	$ 2,784,396	$ 78,737	$ 890,000	$ 6,707,332
Allocations	789,468	1,468,986	208,665			20,000	2,487,119
Maximum eligibility							
Operating	(1,655,304)	(3,001,798)		(427,635)			(5,084,737)
Capital	(72,840)		(378,979)				(451,819)
Interest Earned			16,905	77,942	1,936		96,783
Ending balance, June 30, 2025	$ -	$ -	$ 329,302	$ 2,434,703	$ 80,673	$ 910,000	$ 3,754,678

NOTE I – UNEARNED REVENUE (Continued)

	Transportation Fund Local Transportation Funds
Beginning balance, July 1, 2024	$ 6,867,015
LTF Allocations	5,195,992
Maximum eligibility	
Operating	(1,535,962)
Capital	(6,834,053)
Ending balance, June 30, 2025	$ 3,692,992

NOTE J – STATE OF GOOD REPAIR

The State of Good Repair (SGR) was established by the California Legislature in 2017 by Senate Bill 1. SGR is a program that provides public transportation agencies with a consistent and dependable revenue source to invest in the upgrade, repair and improvement of the transportation infrastructure and improve transportation services. As of June 30, 2025, funds received and expended were as follows:

Balance receivable at beginning of year	$ 482,711
SGR funds received	208,665
Interest earnings	16,905
Zero Emission Bus Depot Phase II	(378,979)
Balance unearned at end of year	$ 329,302

NOTE K – RISK MANAGEMENT

The City manages risk of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters by participating in the public entity risk pools described below and by retaining certain risks. The City maintains insurance coverage from a commercial carrier for its long-term disability and dental benefit plan.

Public entity risk pools are formally organized and separate entities established under the Joint Exercise of Powers Act of the State of California. As separate legal entities, those entities exercise full powers and authorities within the scope of the related Joint Powers Agreements including the preparation of annual budgets, accountability for all funds, the power to make and execute contracts and the right to sue and be sued. Each risk pool is governed by a board consisting of representatives from member municipalities. Each board controls the operations of the respective risk pool, including selection of management and approval of operating budgets, independent of any influence by member municipalities beyond their representation on that board. Obligations and liabilities of these risk pools are not the City's responsibility.

NOTE K – RISK MANAGEMENT (Continued)

Risk Coverage

The City is a member of the California Joint Powers Risk Management Authority (CJPRMA) which covers general liability claims up to $40,000,000 and property damage up to $400,000,000. The City has a self-insured retention or deductible of $1,000,000 and $250,000, respectively, per claim.

The City is also a member of the Local Agency Workers' Compensation Excess Joint Powers Authority (LAWCX), which covers workers' compensation claims up to $5,000,000, and has excess coverage through CSAC-EIA up to the statutory limit. The City has a self-insured retention of up to $500,000 per claim.

The contributions made to each risk pool equal the ratio of their respective payrolls to the total payrolls of all entities participating in the same layer of each program, in each program year. Actual surpluses or losses are shared according to a formula developed from overall loss costs and spread to member entities on a percentage basis after a retrospective rating.

Financial Statements for the risk pools may be obtained from CJPRMA, 3201 Doolan Road, Suite 285, Livermore, California 94551 and LAWCX, 1750 Creekside Oaks Drive, Suite 200, Sacramento, California 95833. Information regarding the City's risk management programs is available in the City of Roseville's comprehensive annual financial report.

NOTE L – CONCENTRATIONS

The Funds receive a substantial amount of their support from a statewide retail sales tax from the Local Transportation Fund and State Transit Assistance Fund created by the TDA. A significant reduction in the level of this support, if this was to occur, may have a significant impact on the Funds' activities.

NOTE M – COMMITMENTS AND CONTINGENCIES

Contract Commitment: The City has a management, operations and call center services agreement with a transit contractor that ended September 30, 2021 with options to extend the contract through the year ended June 30, 2035. The City approved an extension on May 21, 2025 through the year ended June 30, 2030. Under the agreement, the City has agreed to pay a variable rate per vehicle revenue hour, a flat monthly fee and fees to clean bus stops and provide an electronic technician. The agreement may be terminated with 60 days advance notice. The City paid the contractor $4,041,747 under the agreement during the year ended June 30, 2025. The maximum obligation to the City with the transit contractor is $6,330,496, $6,719,257, $7,293,134, $7,755,265, and $8,133,794 for the years under June 30, 2026, 2027, 2028, 2029, and 2030, respectively.

Grant Contingency: The City receives funding from the Federal Transit Administration and the State of California that are subject to review and audit. Such audits could result in a request for reimbursement for expenses disallowed under the terms and conditions of the contracts. It is the opinion of management that no material liabilities will result from such potential audits.

NOTE N – PENSION PLAN

The City's Alternative Transportation employees are included in the City's Miscellaneous Plan, an agent multiple-employer defined benefit pension plan on a cost sharing basis, administered by CalPERS, which acts as a common investment and administrative agent for its participating member employers. The actuarial valuation for the City's Miscellaneous Plan received from CalPERS does not separately disclose information that is required to be reported under GASB 68 and 71 for the Funds; however, the City allocated the proportional share of the deferred outflows of resources, deferred inflows of resources, net pension liability, and pension expense to the Funds based on the cash

NOTE N – PENSION PLAN (Continued)

basis employer contributions paid on behalf of the Funds' employees compared to all of the City's Miscellaneous Plan employees. As of and for the year ended June 30, 2025, the deferred outflows of resources, net pension liability, and pension expense related to the Funds were $744,468, $3,195,797, and $220,273, respectively. Pension expense was reported as part of salaries and benefits expenses. Detailed information about the City's collective net pension liability is available in Note 13 of the City's separately issued Annual Comprehensive Financial Report (ACFR). The City's ACFR may be obtained by contacting the City's Finance Department or on the internet at www.roseville.ca.us.

NOTE O – OTHER POSTEMPLOYMENT BENEFITS (OPEB) PLAN

The actuarial valuation for the City's OPEB plan does not separately disclose information that is required to be reported for the Transit Fund, Transportation Fund and the CTSA Fund. This information is available in the City's Comprehensive Annual Financial Report for the City's OPEB plan as a whole. The net OPEB liability and related deferred inflows and outflows of resources reported in the Funds represent a proportional share of the OPEB liability for the City as a whole. The percentage of the City's OPEB liability that is recorded in the Funds is based on a proportion of contributions by each fund for the City as a whole. As of and for the year ended June 30, 2025, deferred outflows of resources, the net OPEB liability, deferred inflows of resources and an OPEB credit were $96,000, $687,000, $274,000 and $72,000, respectively. An OPEB credit was reported as part of salaries and benefits expense. Detailed information regarding the City's OPEB plan is available in the City's ACFR.

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INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS,* THE TRANSPORTATION DEVELOPMENT ACT AND OTHER STATE PROGRAM GUIDELINES

To the City Council
City of Roseville, California

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the financial statements of the Transportation Development Act Funds (the Funds) of the City of Roseville (the City), as of and for the year ended June 30, 2025, and the related notes to the financial statements, which collectively comprise the Funds' financial statements, and have issued our report thereon dated July 22, 2026.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of City's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph in this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. Our audit was further made to determine that Transportation Development Act (TDA) Funds allocated and received by the City were expended in conformance with the applicable statutes, rules and regulations of the TDA and Section 6667 of the California Code of Regulations. We also tested the receipt and appropriate expenditures of state funds, as presented in Note J to the financial statements, in accordance with other state program guidelines. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed an instance of noncompliance that is required to be reported under Governmental Auditing Standards, the TDA or other state program guidelines, which are described in the accompanying schedule of findings and responses as Finding 2025-001.

The City's Response to Finding

The City's response to the finding identified in our audit is described in the accompanying schedule of findings and responses. The City's response was not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we do not express an opinion on it.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards,* the TDA and other state program guidelines in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Richardson & Company, LLP

July 22, 2026

CITY OF ROSEVILLE

TRANSPORTATION DEVELOPMENT ACT FUNDS

SCHEDULE OF FINDINGS AND RESPONSES

COMPLIANCE

CURRENT YEAR FINDINGS

FINDING 2025-001

Criteria: The Public Utilities Code section 99245 and California Code of Regulations, Title 21, sections 6663 and 6664, require that each claimant expending transit and non-transit funds submit a fiscal and compliance report issued by an independent auditor to the State Controller's Office (SCO) annually and within 180 days after the end of the fiscal year. The transportation planning agency may grant an extension to the claimant of up to 90 days as it deems necessary.

Condition: The City submitted its TDA Audited Financial Statements to the State Controller's Office (SCO) in July 2026, 4 months after it was due.

Effect: If a claimant has delinquent transit or non-transit audit reports, the transportation planning agency will suspend payments until the claimant's audit report submissions are current.

Cause: The City did not prepare for the TDA audit in a timely manner.

Recommendation: The City needs to ensure that the closing entries are made for the TDA funds by December 31 each year so that the audit can be completed and filed with the SCO no later than March 31.

Management's Response: The City will strive to have the items available for the audit in time to meet the reporting deadline.

COMPLIANCE

PRIOR YEAR FINDINGS

FINDING 2024-001 – Untimely preparation of the Annual Transit Operator Report

Condition: The City's Annual Transit Operator Report for the year ended June 30, 2024 was not filed by the reporting deadline of January 31.

Current Status: The City filed the Annual Transit Operator Report for the year ended June 30, 2025 before the reporting deadline of January 31. Consequently, this finding is considered resolved.

FINDING 2024-002 – Untimely submission of TDA Audited Financial Statements to the State Controller's Office

See Finding 2025-001 for the continuation of this finding.

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MANAGEMENT LETTER

To the Placer County Transportation Planning Agency (PCTPA)
Auburn, California

To Management
City of Roseville, California

In planning and performing our audit of the financial statements of the Transportation Development Act Funds (the Funds) of the City of Roseville (the City) as of and for the year ended June 30, 2025, in accordance with auditing standards generally accepted in the United States of America, we considered the City's internal control over financial reporting (internal control) over the Funds as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of City's internal control over the Funds. Accordingly, we do not express an opinion on the effectiveness of City's internal control over the Funds.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis.

Our consideration of internal control was for the limited purpose described in the first paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses. Given these limitations during our audit, we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that were not identified.

The following comments are provided for both the City's and PCTPA's consideration as appropriate:

Excess Unearned Revenue

As of June 30, 2025, the City had an unspent balance of Local Transportation Funds (LTF) in the Transportation Fund of $3.7 million, which includes the $2 million LTF reserve the City is authorized to hold. PCTPA continues to withhold $5.4 million of LTF allocations from the City as a result of past unearned amounts not being spent down, which is in addition to the unearned amounts above. The City and PCTPA should consider these unspent amounts before additional TDA claims are made/approved.

* * * * *

This communication is intended solely for the information and use of management, PCTPA and others within the City and is not intended to be and should not be used by anyone other than these specified parties.

Richardson & Company, LLP

July 22, 2026

City Council Communication

Meeting Date: 8/19/2026
Item #: VI.10
File #: 0206-03-01
Item ID: 2026-700

Title:	Resolution of Intention to Form Villages West Community Facilities District No. 1 (Public Facilities)
Contact:	Jeannine Thrash 916-774-5473 jthrash@roseville.ca.us

SUMMARY

Staff recommends that the City Council rescind Resolutions 26-286 and 26-287 and approve two resolutions, one to form a Community Facilities District, designate an improvement area therein, establish a future annexation area, provide for additional future improvement areas therein, and authorize the levy of a special tax therein to finance public facilities and public services in and for such Community Facilities District and a resolution of Intention to incur bonded indebtedness to finance the acquisition and construction of certain facilities in and for the City of Roseville Villages West Community Facilities District No. 1 (Public Facilities) and improvement areas therein. Staff also recommends Council set a meeting date of October 7, 2026, at 6 p.m., in the Roseville Civic Center, Council Chambers at 311 Vernon Street, Roseville, California, as the time and place to conduct a public hearing.

RECOMMENDATION

Staff recommends that the City Council rescind Resolutions 26-286 and 26-287 pertaining to the intention to form Villages West Community Facilities District No. 1 (Public Facilities) due to unanticipated delays in the formation process; adopt the following resolutions and set a meeting date of October 7, 2026, at 6 p.m., in the Roseville Civic Center, Council Chambers at 311 Vernon Street, Roseville, California, as the time and place to conduct a public hearing.

- A Resolution of Intention of the City Council of the City of Roseville to form a Community Facilities District, designate an improvement area therein, establish a future annexation area, provide for additional future improvement areas therein, and authorize the levy of a special tax therein to finance public facilities and public services in and for such Community Facilities District.
- A Resolution of the City Council of the City of Roseville of Intention to incur bonded indebtedness to finance the acquisition and construction of certain facilities in and for the City of Roseville Villages West Community Facilities District No. 1 (Public Facilities) and improvement areas therein.

BACKGROUND

JMC Homes, the landowner, proposed to be included within this public infrastructure district, has requested the City form a Community Facilities District (CFD) under the Mello-Roos Community Facilities Act of 1982 to provide funding for certain authorized public facilities within the property, as detailed in the List of Authorized Facilities and Services. The objective of establishing a CFD is to create a land-secured funding mechanism to finance the construction of authorized facilities within the CFD.

Council previously adopted Resolutions 26-286 and 26-287 initiating the formation process; however, due to unanticipated delays, those resolutions are being rescinded and the formation process restarted.

The proposed CFD boundary includes a project with 192 Medium Density Residential (MDR) units on 26 acres and includes improvement areas that are contemplated to be annexed into the district in the future.

FISCAL IMPACT

The CFDs will generate special taxes that will be paid by property owners sufficient to pay costs including debt service, CFD administration, and any authorized pay-as-you-go facilities or services allowed in their respective list of authorized facilities or services. The formation and administration of the CFD 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 resolutions meets the above criteria and is not subject to CEQA. No additional environmental review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

2. Remain fiscally responsible in a changing world
4. Invest in well-planned infrastructure and growth

Respectfully Submitted,
Jeannine Thrash, Management Analyst

Scott Pettingell, Finance Director

ATTACHMENTS:

1. Resolution 26-319
2. Resolution 26-320
3. Proposed Boundary Map

REVIEWERS:

Arleta Wagenhals, City Clerk Department	Created/Initiated - 8/12/2026
Katrina Six, City Clerk Department	Approved - 8/12/2026
Michelle Sheidenberger, City Attorney Department	Final Approval - 8/13/2026

CITY COUNCIL OF THE CITY OF ROSEVILLE

RESOLUTION NO. 26-319

A RESOLUTION OF INTENTION OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE TO FORM A COMMUNITY FACILITIES DISTRICT, DESIGNATE AN IMPROVEMENT AREA THEREIN, ESTABLISH A FUTURE ANNEXATION AREA, PROVIDE FOR ADDITIONAL FUTURE IMPROVEMENT AREAS THEREIN, AND TO AUTHORIZE THE LEVY OF A SPECIAL TAX THEREIN TO FINANCE PUBLIC FACILITIES AND PUBLIC SERVICES IN AND FOR SUCH COMMUNITY FACILITIES DISTRICT

WHEREAS, under 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"), the City Council of the City of Roseville (the "City Council") is authorized to establish a community facilities district and a future annexation area, and to act as the legislative body for such community facilities district; and

WHEREAS, the Act provides that for purposes of financing of, or contributing to the financing of, all or a portion of facilities to be financed by the community facilities district, the legislative body may designate a portion or portions of the district as one or more improvement areas (each an "Improvement Area") and that after the designation of an Improvement Area, all proceedings for purposes of a bond election and for the purpose of levying special taxes for payment of the bonds, or for any other change pursuant to Article 3 (commencing with Section 53330), shall apply only to such Improvement Area for those specified facilities; and

WHEREAS, the City Council, having received indications of interest on behalf of the owners of the areas of land proposed to be included in a proposed community facilities district, desires to proceed with the establishment of a community facilities district and designation of an initial Improvement Area therein (herein, "Improvement Area No. 1"), and a future annexation area ("Future Annexation Area"), all in order to finance costs of infrastructure and services necessary or incidental to new development in the City of Roseville ("City"); and

WHEREAS, Resolution No. 26-286 is hereby rescinded and superseded in its entirety by this Resolution.

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

1. It is proposed to establish a community facilities district, to designate Improvement Area No. 1, and to identify future annexation area within the City of Roseville under the terms of the Act to finance costs of infrastructure and services necessary or incidental to new development in the City, which may include the payment of development impact fees related thereto.

2. The name proposed for the community facilities district is the "City of Roseville Villages West Community Facilities District No. 1 (Public Facilities)" (including designated Improvement Areas, the "CFD"). The name proposed for Improvement Area No. 1 is "Improvement Area No. 1 of the City of Roseville Villages West Community Facilities District No. 1 (Public Facilities)". The name proposed for the Future Annexation Area is the "City of Roseville Villages West Community Facilities District No. 1 (Public Facilities) (Future Annexation Area)".

Pursuant to Section 53350 of the Act, the territory to be initially included in the CFD (as shown on the map described in Section 3 hereof) is hereby designated to include

Improvement Area No. 1. The initial boundary of the CFD is coterminous with the initial boundary of Improvement Area No. 1.

3. The proposed boundaries of the CFD, Improvement Area No. 1 and the Future Annexation Area are as shown on the map of them on file with the Clerk, which boundaries are hereby preliminarily approved and to which map reference is hereby made for further particulars. The Clerk is hereby directed to record, or cause to be recorded, the map of the boundaries of the CFD, Improvement Area No. 1 and the Future Annexation Area in the office of the Placer County Recorder within 15 days of the date of adoption of this Resolution. The City Council finds that the map is in the form and contains the matters prescribed by Section 3110 of the California Streets and Highways Code.

Parcels within the Future Annexation Area shall be annexed to the CFD only with the unanimous approval (each, a "Unanimous Approval") of the owner or owners of each parcel or parcels at the time that parcel or those parcels are annexed and all or any portions of territory that annex into the CFD from the Future Annexation Area or otherwise may be annexed into Improvement Area No. 1 or into a separate Improvement Area then in existence or to be designated at the time of such annexation, all without any requirement for additional public hearings, resolutions of the City Council or other additional proceedings.

The Unanimous Approval shall specify annexation into Improvement Area No. 1 or into an Improvement Area then in existence or to be designated pursuant to a Unanimous Approval (a "Future Improvement Area"). In connection with establishing a Future Improvement Area, all proceedings for approval of an appropriations limit, the rate and method of apportionment and manner of collection of special taxes, and the authorization to incur bonded indebtedness may differ from Improvement Area No. 1 or any other Improvement Areas, all as set forth in the Unanimous Approval, and shall apply only to the parcel or parcels within such Improvement Area.

Likewise, all or any portions of territory that annex into the CFD from the Future Annexation Area or otherwise may be annexed into a separate zone of Improvement Area No. 1 or any Improvement Area then in existence or to be designated at the time of such annexation and no additional hearings or procedures are required and the rate and method of apportionment applicable to such zone may differ from other areas of the CFD as set forth in the Unanimous Approval and shall apply only to the parcel or parcels within such zone, all as provided in the Unanimous Approval.

4. Except to the extent that funds are otherwise available to the CFD to pay for the Facilities (as defined below), and/or the principal and interest as it becomes due on bonds issued by the City for each Improvement Area within the CFD to construct and/or acquire the Facilities, a special tax (the "Facilities Special Tax") sufficient to pay the costs thereof, secured by recordation of a continuing lien against all non-exempt real property in the applicable Improvement Area of the CFD, will be levied annually within each Improvement Area, and collected in the same manner as ordinary ad valorem property taxes, or in such other manner as the City Council or its designee shall determine, including direct billing of the affected property owners.

Except to the extent that funds are otherwise available to the CFD to pay for the Services (as defined below), a special tax (the "Maintenance Special Tax") sufficient to pay the costs thereof, secured by recordation of a continuing lien against all non-exempt real property in the CFD, will be levied annually within each Improvement Area of the CFD, and collected in the same

manner as ordinary ad valorem property taxes, or in such other manner as the City Council or its designee shall determine, including direct billing of the affected property owners.

The proposed rate and method of apportionment of the Facilities Special Tax and Maintenance Special Tax (together, the "Special Tax") among the parcels of real property within Improvement Area No. 1 of the CFD, in sufficient detail to allow each landowner within Improvement Area No. 1 of the proposed CFD to estimate the maximum amount such owner will have to pay, are described in the Rate, Method of Apportionment and Manner of Collection of Special Tax attached hereto as Exhibit A and hereby incorporated herein (the "Rate and Method"). At such time as territory within the Future Annexation Area is annexed into the CFD pursuant to the Unanimous Approval, approval of a rate and method of apportionment for such territory may differ from that of other Improvement Areas as set forth in the Unanimous Approval, and shall provide sufficient detail to allow each landowner within the annexed territory to estimate the maximum amount such owner will have to pay.

A Facilities Special Tax shall not be levied in an Improvement Area after the fiscal year identified in the rate and method for such Improvement Area, except that a Facilities Special Tax that was lawfully levied in or before the final tax year and that remains delinquent may be collected in subsequent years. Under no circumstances shall the Facilities Special Tax levied against any parcel in such Improvement Area for private residential purposes be increased as a consequence of delinquency or default by the owner of any other parcel or parcels within such Improvement Area in contravention of the Act, including Section 53321(d) of the Act.

For Future Improvement Areas, a different rate and method may be adopted than the Rate and Method adopted for Improvement Area No. 1 if the annexed territory is designated as a separate zone or improvement area. No supplements to the Rate and Method for any of the Future Improvement Areas and no new rate and method will cause the maximum tax rate in the then-existing territory of the CFD (including Improvement Area No. 1) to increase. The designation as an improvement area of any territory annexing to the CFD, the maximum amount of bonded indebtedness and other debt for such improvement area, the facilities to be financed, the rate and method of apportionment of special tax for such improvement area and the appropriations limit for such improvement area shall be identified and approved in the Unanimous Approval executed by the applicable property owner(s) in connection with each annexation to the CFD from the Future Annexation Area. The annexation and related matters described in the Unanimous Approval shall be implemented and completed without the need for City Council approval as long as the following conditions are met:

(i) The rate and method of apportionment of special tax for the new improvement area is prepared by a special tax consultant retained by the City.

(ii) The rate and method of apportionment of special tax for the new improvement area substantially complies with the City's local goals and policies concerning the use of the Act.

(iii) The rate and method of apportionment of special tax for the new improvement area includes a mechanism that protects against revenue loss as a result of land use changes.

(iv) The Special Tax proposed to pay for the Facilities to be supplied within the territory annexed will be equal to the Special Taxes levied to pay for the same Facilities in previously-existing areas of the CFD and Improvement Area No. 1, except that (a) a higher

Special Tax may be levied on territory annexing into the CFD to pay for the same Facilities to compensate for the interest and principal previously paid from Special Taxes in the original area of the CFD and Improvement Area No. 1, less any depreciation allocable to the financed Facilities, and (b) a higher Special Tax may be levied on territory annexing into the CFD to pay for new or additional Facilities, with or without bond financing.

The Maintenance Special Tax proposed to pay for Services to be supplied within the territory annexed in the future shall be equal to any Maintenance Special Tax levied to pay for the same Services in the CFD, except that a higher or lower tax may be levied within the territory to be annexed in the future to the extent that the actual cost of providing the Services in that territory is higher or lower than the cost of providing those Services in the existing CFD. The foregoing shall not be construed to limit the levy of the Maintenance Special Tax within the territory to be annexed in the future to provide new or additional Services beyond those supplied within the existing territory of the CFD, or to pay for new or additional Services, with or without bond financing.

This City Council hereby finds that the provisions of Section 53313.6, 53313.7 and 53313.9 of the Act (relating to adjustments to *ad valorem* property taxes and schools financed by a community facilities district) are inapplicable to the proposed CFD and Improvement Area No. 1.

5. The type of facilities proposed to be financed in whole or in part by the CFD, Improvement Area No. 1 and any Future Improvement Areas and pursuant to the Act shall consist of those items listed as facilities on Exhibit B hereto (the "Facilities") and the type of public services proposed to be financed by the CFD and pursuant to the Act shall consist of those items listed as services on Exhibit B hereto (the "Services"). The Council hereby determines that the Facilities are necessary to meet increased demands placed upon local agencies as the result of development occurring within the CFD and the Future Annexation Area. The financing of the costs of Facilities may include, without limitation, the payment of principal of and interest on bonds together with all direct, indirect periodic, and/or other related costs (including, without limitation, costs of administering the CFD, levying the Special Tax and administering the bonds, and establishing and replenishing reserve funds). Land annexed into the CFD pursuant to a Unanimous Approval may specify additional facilities and services to be financed by the Special Taxes levied on such annexed land, as set forth in the Unanimous Consent, without additional proceedings, provided the conditions set forth in this Section with respect to the original Facilities and Services are met.

The City Council hereby finds and determines that Section 53329.5(a) of the Act relating to the City calling for bids for construction of the Facilities are inapplicable to the CFD in that the City will acquire but not construct the Facilities. To that end, City may enter into one or more contracts directly with any owner or developer of land within the CFD for acquisition of Facilities.

The Council hereby determines that the Services are necessary to meet increased demands for such services placed upon the City as the result of development occurring within the area of the CFD and the Future Annexation Area. The Services are in addition to those provided in the territory of the CFD as of the date hereof and will not supplant services already available within the territory of the CFD as of the date hereof. Similarly, services to be financed by special taxes upon territory within the Future Annexation Area shall be in addition to those provided in such territory of the CFD as of the date hereof and will not supplant services already available within the territory of the CFD as of the date hereof.

6. Except as may otherwise be provided by law or by the Rate and Method, all lands owned by any public entity, including the United States, the State of California and the City, or any departments or political subdivisions thereof, shall be omitted from the levy of the Special Tax. In the event that a portion of the property within the CFD shall become for any reason exempt, wholly or in part, from the levy of the Special Tax, the City Council will, on behalf of the CFD, increase the levy to the extent necessary upon the remaining property within the applicable Improvement Area which is not exempt in order to yield the required debt service payments and other annual expenses of such Improvement Area, if any, subject to the provisions of the applicable Rate and Method. It is anticipated that the Special Tax will be billed as a separate line item on the regular property tax bill. However, the City Council reserves the right, under Section 53340 of the Act, to utilize any method of collecting the special tax which it shall, from time to time, determine to be in the best interests of the City, including, but not limited to, direct billing by the City to the property owners and supplemental billing.

7. The levy of the Special Tax shall be subject to the approval of the applicable qualified electors of the CFD at a special election. The proposed voting procedure shall be by mailed or hand-delivered ballot among the landowners in the proposed CFD, with each owner having one vote for each acre or portion of an acre such owner owns in the CFD. The levy of the Special Tax on parcels within the Future Annexation Area and annexed to the CFD shall be subject to the approval of the qualified elector by execution of the Unanimous Approval, and a special tax shall be levied in the Future Annexation Area only with the Unanimous Approval of the owner or owners of each parcel or parcels at the time that parcel or those parcels are annexed to the CFD, without any requirement for further public hearings or additional proceedings.

8. It is the intention of the City Council, acting as the legislative body for the CFD, to cause bonds of the City to be issued for each Improvement Area pursuant to the Act to finance in whole or in part the construction and/or acquisition of Facilities. The bonds issued in these proceedings shall be callable in accordance with the provisions of the Act, and shall be issued in such series and bear interest payable semi-annually or in such other manner as the City Council shall determine, at a rate not to exceed the maximum rate of interest as may be authorized by applicable law at the time of sale of such bonds, shall mature not to exceed 40 years from the date of the issuance thereof and shall be as more specifically set forth in any resolution authorizing the issuance of such bonds.

9. The Chief Financial Officer of the City, as the officer having charge and control of the Facilities and Services in and for the CFD, or the designee of such official, is hereby directed to cause and direct a study of said proposed CFD and the Facilities and Services, and to cause to be prepared for filing at the public hearing the report required by Section 53321.5 of the Act (the "CFD Report") presenting at least the following:

(a) A brief description of the Facilities and Services by type which will be required to adequately meet the needs of the CFD and the Future Annexation Area.

(b) An estimate of the fair and reasonable cost of the Facilities and Services, including the cost of acquisition of lands, rights-of-way and easements, any physical facilities required in conjunction therewith and incidental expenses in connection therewith, including the costs of the proposed bond financing and all other related costs as provided in Section 53345.3 of the Act.

The CFD Report shall be made a part of the record of the public hearing specified below.

10. Pursuant to Section 53314.9 of the Act, at any time either before or after the formation of the CFD, the legislative body may accept advances of funds or work in kind from any source, including, but not limited to, private persons or entities, and may provide, for the use of those funds or that work in kind for any authorized purpose, under all of the following conditions: (a) the proposal to repay the funds or the value or cost of the work in kind, whichever is less, is included in both this Resolution and in the Resolution to establish the CFD pursuant to Section 53325.1; (b) any proposed Special Taxes are approved by the qualified electors of the CFD pursuant to the Act; and (c) any work in kind accepted pursuant to Section 53314.9 of the Act is performed or constructed as if the work had been performed or constructed under the direction and supervision, or under the authority of a local public agency. This Council finds that the City may accept advances of funds or work in kind if necessary, and may enter into an agreement (an "Acquisition Agreement"), with the person or entity advancing the work in-kind, to reimburse the person or entity for the value, or cost, whichever is less, of the work in-kind, as determined by the City Council, with or without interest, under the conditions specified in the Act and the Acquisition Agreement. The City and the developer of the project intend to enter into an Acquisition Agreement.

11. The City Council hereby sets Wednesday, October 7, 2026, at 6:00 p.m., at the City of Roseville Civic Center Council Chambers located at 311 Vernon Street, Roseville, California 95678, as the time and place when and where the City Council, as legislative body for the CFD, will conduct a public hearing on the establishment of the CFD and the designation of Improvement Area No. 1 and the Future Annexation Area, and consider and finally determine whether the public interest, convenience and necessity require the formation of the CFD, the designation of Improvement Area No. 1 and the Future Annexation Area, and the levy of the Special Tax. At the hearing, testimony concerning the CFD, the designation of Improvement Area No. 1, the extent of the CFD and the Future Annexation Area, or the furnishing of the particular types of facilities and public services will be heard and protests will be considered from registered voters residing within the CFD and persons owning real property within the CFD. Written protests by the owners of a majority of the land which would be subject to special taxation within the proposed CFD will require the suspension of proceedings for at least one year. Written protests must be filed with the City Clerk at or before the time fixed for the hearing. If such protests are directed only against certain elements of the proposed improvements or proposed special tax, and if such protests constitute a majority protest, only those elements shall be deleted from the proceedings.

12. The City Clerk is hereby directed to cause notice of the public hearing, attached hereto as Exhibit C, to be given by one-time publication in a newspaper published in the area of the CFD and the Future Annexation Area. The publication shall be completed at least 7 days before the date of the public hearing referenced above. The notice shall be substantially in the form specified in Section 53322 of the Act and attached hereto, with the form summarizing the provisions hereof hereby specifically approved.

13. Resolution No. 26-286 is hereby rescinded and superseded in its entirety by this Resolution.

14. This Resolution shall take effect from and after 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 _____, 2026, by the following vote of the City Council:

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

_____
Mayor

ATTEST:

_____
City Clerk of the City of Roseville

EXHIBIT A

Improvement Area No. 1 of the

City of Roseville
Villages West Community Facilities District No. 1 (Public Facilities)
Placer County, California

RATE, METHOD OF APPORTIONMENT, AND MANNER OF COLLECTION OF SPECIAL TAX

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1. Basis of Special Tax Levy

A Special Tax authorized under the Mello-Roos Community Facilities Act of 1982 (Act) applicable to the land in Villages West Community Facilities District No. 1 (Public Facilities) (CFD) of the City of Roseville (City) shall be levied and collected according to the tax liability determined by the City through the application of the appropriate amount or rate, as described below.

2. Definitions

"**Acre**" or "**Acreage**" means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable final map or other Development Plan.

"**Act**" means the Mello-Roos Community Facilities Act of 1982, as amended, Section 53311 and following of the California Government Code.

"**Administrative Expenses**" means the actual or reasonably estimated costs related to the administration of the CFD, including, but not limited to, these:

a. Costs of computing Special Taxes and preparing annual Special Tax collection schedules (whether by the City or any designee thereof or both).
b. Costs of collecting the Special Taxes (whether by the County, the City, or otherwise).
c. Costs of remitting the Special Taxes to the Trustee.
d. Costs of the Trustee (including its legal counsel) in the discharge of the duties required of it under the Bond Indenture.
e. Costs to the City, CFD, or any designee thereof, of complying with arbitrage rebate requirements.
f. Costs to the City, CFD, or any designee thereof, of complying with City, CFD, or obligated persons disclosure requirements.
g. Costs associated with preparing Special Tax disclosure statements.

h. Costs incurred in responding to public inquiries regarding the Special Taxes.

i. Costs to the City, CFD, or designee thereof related to any appeal of the Special Taxes.

j. Costs associated with the release of funds from an escrow account, if any.

k. Costs to the City for the issuance of Bonds authorized by the CFD that are not recovered through the Bond sale proceeds.

l. Amounts estimated to be advanced or already advanced by the City for any other administrative purposes, including attorney's fees and other costs related to collection of the Special Taxes and commencing and pursuing to completion any foreclosure of delinquent Special Taxes.

"**Administrator**" means a City official in the Finance Department, or their designee responsible for determining or overseeing the levy and collection of the Special Taxes.

"**Affordable Housing Director**" means, at any point in time, the person in the City who serves as head of the department that is in charge of the City's affordable housing program.

"**Affordable Unit**" means a Unit built on a Residential Use Parcel for which an Affordable Unit agreement has been entered into for the property designating the Unit as affordable. A Multifamily Parcel may have only a portion of the Units assigned as Affordable Units. The City Manager, or his or her designee, shall determine which Units are designated as Affordable Units and maintain an Affordable Unit listing, which shall contain all designated buildable parcels by tract and lot number, and in the case of Large Lot Parcels remaining before May 1 of the preceding Fiscal Year, the number of designated Affordable Units for each such Large Lot Parcel; all entries shall indicate the effective date of designation. The Affordable Unit listing also shall be updated to reflect those Units no longer qualifying as Affordable Units, also known as Market-Rate Units. The Affordable Unit listing, which shall contain all qualifying Affordable Units as of April 30, shall be made available to the Administrator by July 1 of each year for purposes of determining the Maximum Annual Special Tax for Parcels pursuant to **Section 4**.

Annexation Parcel(s)" means a Parcel or Parcels annexed to Improvement Area No. 1 of the CFD after formation of Improvement Area No. 1 or annexed into new Improvement Areas of the CFD. The Maximum Annual Special Tax will be assigned to Parcels in the annexation area using the provisions of **Section 4**.

"**Annual Facilities Costs**" means, for any Fiscal Year, the total of:

a. Debt Service to be paid from Facilities Special Taxes.

b. The amount needed to replenish the reserve fund for the Bonds to the level required under the Bond Indenture, to the extent not included in a computation of Annual Facilities Costs in a previous Fiscal Year.

c. Administrative Expenses for such Fiscal Year.

d. The amount needed to (1) cure any delinquencies in the payment of principal or interest on Bonds, which have occurred in the prior Fiscal Year, to the extent not otherwise included in a computation of Annual Facilities Costs in the current or any previous Fiscal Year, and (2) to fund any foreseeable deficiency of the amount to be available for the payment of principal or interest on Bonds, which are expected to occur in such Fiscal Year, to the extent not included in a computation of Annual Facilities Costs in the current or any previous Fiscal Year.

e. The amount needed to (1) cure any delinquencies in the payment of the Facilities Special Tax in the prior Fiscal Year, to the extent not otherwise included in a computation of Annual Facilities Costs in the current or any previous Fiscal Year, and (2) to fund any foreseeable deficiency in the payment of the Facilities Special Tax for that Fiscal Year which is expected to occur in such Fiscal Year, to the extent not included in a computation of Annual Facilities Costs in the current or any previous Fiscal Year.

f. Authorized Pay-As-You-Go Costs so long as the inclusion of these costs does not increase the Special Tax levy on Undeveloped Property, Large Lot Parcels, or Small Lot Tentative Map Parcels.

g. During the Deferral Bonding Period, the amount needed to pay Development Impact Fee Deferrals not financed by Bonds.

h. Less any available earnings on any reserve fund or Facilities Special Tax funds, available capitalized interest or any other available revenues of the CFD or the City that may be used to fund Annual Facilities Costs.

"**Annual Maintenance Costs**" means, for any Fiscal Year, the total of:

a. Authorized Services costs to be paid from Maintenance Special Taxes.

b. Administrative Expenses for such Fiscal Year.

c. The amount needed to (1) cure any delinquencies in the payment of the Maintenance Special Tax in the prior Fiscal Year, to the extent not otherwise included in a computation of Annual Maintenance Costs in the current or any previous Fiscal Year, and (2) to fund any foreseeable deficiency in the payment of the Maintenance Special Tax for that Fiscal Year which is expected to occur in such Fiscal Year, to the extent not included in a computation of Annual Maintenance Costs in the current or any previous Fiscal Year.

d. Less any available earnings on any reserve fund, Maintenance Special Tax funds or any other available revenues of the CFD or the City that may be used to fund Annual Maintenance Costs.

"**Anticipated Construction Proceeds**" means the amount anticipated to be available through Improvement Area No. 1 of the CFD for acquiring or constructing Authorized Facilities, which is equal to $5.4 million at formation of the CFD. This amount is increased on July 1 of the current Fiscal Year for the prior calendar year by the average increase in the ENR-CCI.

"**Assessor's Parcel**" means a lot or Parcel with an assigned Assessor's Parcel Number in the maps used by the County Assessor in preparing the tax roll.

"**Assessor's Parcel Map**" means an official map of the County Assessor designating Parcels by Assessor's Parcel Number.

"**Assessor's Parcel Number**" means the Parcel and Parcel Number as assigned by the County Assessor on the equalized tax roll.

"**Assigned Maximum Annual Special Tax**" means the maximum Facilities Special Tax or Maintenance Special Tax assigned to each Large Lot Parcel that is an Original Parcel based on the Expected Land Uses at CFD formation, as shown in **Attachment 3**.

"**Authorized Facilities**" means those facilities and fees to be financed, as identified in the resolution forming the CFD.

"**Authorized Services**" means those services authorized to be funded, as defined in the resolution forming the CFD.

"**Base Year**" means the Fiscal Year beginning July 1, 2026, and ending June 30, 2027.

"**Benefit Share**" means the Maximum Annual Facilities Special Tax for a Parcel divided by the Maximum Annual Facilities Special Tax Revenue for all Taxable Parcels at their assigned Maximum Annual Facilities Special Tax.

"**Bond(s)**" means any bond(s) issued by the City for the CFD under the Act secured by Special Taxes and any other debt, as defined in the Act, the City incurs that is secured by Special Taxes to further the CFD's purposes.

"**Bond Indenture(s)**" means the indenture(s), resolution(s), fiscal agent agreement(s), or other financing document(s) pursuant to which any Bonds are issued.

"**Bond Share**" means the share of Outstanding Bonds assigned to a Parcel as specified in **Section 8** hereof.

"**Building Permit**" means a permit issued by the City for the construction of a Residential Use or Nonresidential Use structure.

"**Business Professional**" means a Parcel or Parcels zoned to provide for office uses and other uses that are related to and supportive of office uses.

"**Capitalized Interest**" means funds in any capitalized interest account available to pay interest on Bonds.

"**CFD**" means Villages West Community Facilities District No. 1 (Public Facilities) of the City of Roseville, Placer County, California, including all Improvement Areas therein.

"**Chief Financial Officer**" or "**CFO**" means the Chief Financial Officer of the City, or his/her designee.

"**City**" means the City of Roseville in Placer County, California.

"**Community Commercial**" means a Parcel or Parcels zoned to serve the principal retail shopping needs of the entire community by providing areas for shopping centers, and other retail and service uses.

"**Council**" means the City Council of the City acting for the CFD under the Act.

"**County**" means the County of Placer, California.

"**Debt Service**" means the total annual amount of Bond principal, interest, and the scheduled sinking fund payments of the Bonds in a calendar year.

"**Deferral Bonding Period**" means the period determined by the City which is after the Initial Bonding Period has ended and during which the City finances the Development Impact Fee Deferral.

"**Developed Parcel**" means, in any Fiscal Year:

a. For Single-Family Parcels: All Parcels for which a Building Permit for new construction of a Residential Use was issued before May 1 of the preceding Fiscal Year.
b. For Multifamily Parcels: All Parcels for which a Building Permit for new construction of a Residential Use structure was issued before May 1 of the preceding Fiscal Year.
c. For all Nonresidential Use Parcels: All Parcels for which a Building Permit for new construction of a Nonresidential Use structure was issued before May 1 of the preceding Fiscal Year.

Once a Parcel is defined as a Developed Parcel it shall remain as a Developed Parcel.

"**Development Agreement**" means the Development Agreement By and Between the City of Roseville and Mourier Investments, LLC, relative to the Sierra Vista Specific Plan dated April 28, 2010.

"**Development Impact Fee Deferral**" means the deferred payment of development impact fees due to the City or the South Placer Regional Transportation Authority (SPRTA) for Developed Parcels, using the approach and amounts identified in the Development Agreement, which may be amended from time to time.

"**Development Plan**" means a condominium plan, apartment plan, site plan, or other development plan that identifies such information as the type of structure, acreage, square footage, or number of Units that are approved to be developed on Single-Family Parcels, Multifamily Parcels, and Nonresidential Parcels.

"**ENR-CCI**" means the Engineering News Record—Construction Cost Index for San Francisco in the prior calendar year, as determined on July 1 of the current Fiscal Year.

"**Expected Land Use(s)**" means, for the CFD, the total number of Units or Acres of each land use type by Tax Category expected in each Large Lot Parcel and Original Parcel at CFD formation as identified in **Attachment 3** of this RMA.

"**Facilities Special Tax**" means the Special Tax authorized to fund Annual Facilities Cost. Facilities Special Taxes are shown in **Attachments 2** and **3**.

"**Final Use Small Lot Parcel**" means a Parcel designated for development as a single-family residence, which is part of a Final Small Lot Subdivision Map.

"**Final Small Lot Subdivision Map**" means a recorded map designating the final Parcel subdivision for individual Single-Family Parcels.

"**First Bond Sale**" means issuance of the first series of Bonds secured, in whole or in part, by Facilities Special Taxes levied and collected from Parcels in the CFD.

"**Fiscal Year**" means the period starting July 1 and ending the following June 30.

"**Full Prepayment**" means the fulfillment of a Parcel's Facilities Special Tax obligation, as determined by following the procedures in **Section 8**.

"**High Density Residential**" means, per the Sierra Vista Specific Plan, a land use designation that primarily accommodates attached housing, but depending on the unit type, could also include detached housing, within the density range of 13.0 or greater dwelling units per gross developable acre. Typical housing product types include, but shall not be limited to, detached townhomes, courtyard townhomes/condominiums, garden-style apartments, and podium design apartments/condominiums.

"**Improvement Area**" means an area within the CFD with its own distinct geographic area in which the provisions of this RMA shall apply. If there are more than one Improvement Areas, each Improvement Area shall have its own distinct number that is different from any other Improvement Area.

"**Improvement Area No. 1**" means the area designated as such on **Map 1**.

"**Initial Bonding Period**" means a period 30 years from the date of the first series of Bonds issued for Improvement Area No. 1 in which Bonds secured, in whole or in part, by the Facilities Special Tax are outstanding which financed Authorized Facilities costs or refunded prior Bonds other than the Development Impact Fee Deferral.

"**Large Lot Parcel**" means a Parcel created by a Large Lot Subdivision Map.

"**Large Lot Subdivision Map**" means a recorded subdivision map creating Parcels by land use. However, the Large Lot Subdivision Map does not delineate Final Use Small Lot Parcels. A Final Small Lot Subdivision Map will create individual Single-Family Parcels.

"**Low Density Residential**" means, per the Sierra Vista Specific Plan, a land use designation that supports single-family detached homes on conventional lots within the density range of up to 6.9 dwelling units per gross developable acre. Typical housing product types include, but shall not be limited to, standard, alley-loaded, or clustered, single-family detached units.

"**Maintenance Special Tax**" means the Special Tax authorized to fund Annual Maintenance Costs. The Maintenance Special Tax will be levied and collected beginning with the Transition Year. Maintenance Special Taxes are shown in **Attachment 4**.

"**Market-Rate Unit**" means a Unit that is not an Affordable Unit.

"**Maximum Annual Facilities Special Tax**" means the greatest amount of Facilities Special Tax that can be levied against a Parcel in a given Fiscal Year, as shown in **Attachments 2**, **3**, or **4**.

"**Maximum Annual Maintenance Special Tax**" means the greatest amount of Maintenance Special Tax that can be levied against a Parcel in a given Fiscal Year, as shown in **Attachments 2**, **3**, or **4**.

"**Maximum Annual Special Tax**" means the greatest amount of Facilities Special Tax or Maintenance Special Tax that can be levied against a Parcel in a given Fiscal Year, as shown in **Attachments 2**, **3**, or **4**.

"**Maximum Annual Special Tax Rate**" means the maximum rate of Facilities Special Tax or Maintenance Special Tax charged per Unit or per Taxable Acre each Fiscal Year, as shown in **Attachments 2**, **3**, and **4**, as subsequently escalated by the Tax Escalation Factor.

"**Maximum Annual Facilities Special Tax Revenue**" means the greatest amount of Facilities Special Tax revenue that can be collected in total from a group of Parcels (such as Developed Parcels) by levying the Maximum Annual Facilities Special Tax.

"**Maximum Annual Maintenance Special Tax Revenue**" means the greatest amount of Maintenance Special Tax revenue that can be collected in total from a group of Parcels (such as Developed Parcels) by levying the Maximum Annual Maintenance Special Tax.

"**Maximum Annual CFD Special Tax Revenue**" means the sum of the Maximum Annual Special Tax levied on all Taxable Parcels in the CFD in a Fiscal Year.

"**Medium Density Residential**" means, per the Sierra Vista Specific Plan, a land use designation that accommodates both single-family detached homes and attached homes within the density range of 7.0 to 12.9 dwelling units per gross developable acre. Typical housing product types include, but shall not be limited to, standard or alley-loaded lots, courtyard lots, green court lots, auto courts, alley clusters, zero-lot lines, or z-shaped lots. In addition, duet/half-plex homes, townhomes, or condominiums may be accommodated in Medium Density Residential areas.

"**Mixed Use Parcel**" means a Parcel or Parcels designated for a combination of Residential Uses and Nonresidential Uses.

"**Multifamily For-Rent**" or "**Multifamily For-Rent Parcel**" means any Parcel designated or developed for more than one residential dwelling Unit per Parcel and where such units are initially offered for rent to the general public and cannot be purchased by individual homeowners. Such uses may consist of apartments or structures such as duplexes or triplexes, including land uses defined as High Density Residential. Each residential dwelling Unit within Multifamily For-Rent or Multifamily For-Rent Parcels is not expected to have its own distinct Assessor's Parcel Number.

"**Multifamily For-Sale**" or "**Multifamily For-Sale Parcel**" means any Parcel designated or developed for more than one residential dwelling Unit within a single building or structure and that may share at least one common wall where such units are not initially offered for rent to the general public and initially may be offered for sale to individual homeowners. Such uses may consist of condominiums or buildings such as half-plexes or time-share units, including land uses defined as High Density Residential. Multifamily For-Sale Parcels are anticipated to have their own distinct Assessor's Parcel Number as is the case in residential condominium projects. Once designated as Multifamily For-Sale or Multifamily For-Sale Parcel, the Parcel shall remain so designated unless the original structures are demolished.

"**Nonresidential Use**" means a Taxable Parcel zoned for land uses other than Residential Uses which may include Business Professional, Community Commercial and Mixed Use.

"**Original Parcel**" means a Taxable Parcel identified in **Attachment 3** at formation of the CFD.

"**Outstanding Bonds**" means the total principal amount of Bonds that have been issued and not fully repaid or legally defeased.

"**Parcel**" means any Assessor's Parcel in the CFD based on the equalized tax rolls of the County as of January 1 of each Fiscal Year.

"**Partial Prepayment**" means the partial fulfillment of a Parcel's Facilities Special Tax obligation, as determined by following the procedures in **Section 8**.

"**Pay-As-You-Go Costs**" means that portion of costs of acquisition, construction, and improvement of Authorized Facilities not financed by Bonds that are eligible for funding from the Facilities Special Tax.

"**Prepayment**" means the Full Prepayment or Partial Prepayment of a Parcel's Facilities Special Tax obligation, as determined by following the procedures in **Section 8**.

"**Proportionately**" means that the ratio of the actual Special Tax levy to the Maximum Annual Special Tax is equal for all Developed Parcels. For Small Lot Tentative Map Parcels, Proportionately means that the ratio of the actual Special Tax levy to the

Maximum Annual Special Tax is equal for all Small Lot Tentative Map Parcels. For Large Lot Parcels, Proportionately means that the ratio of the actual Special Tax levy to the Maximum Annual Special Tax is equal for all Large Lot Parcels. For Undeveloped Parcels, Proportionately means that the ratio of the actual Special Tax levy to the Maximum Annual Special Tax is equal for all Undeveloped Parcels.

"**Public Parcel**" means any Parcel that is or is intended to be publicly owned, as designated in any final map, that is normally exempt from the levy of general ad valorem property taxes under California law, including, but not limited to, public streets, schools, parks, and public drainageways, landscaping, wetlands, greenbelts, and open space.

"**Remainder Parcel**" means a portion of a unit of land that is created as a result of the recording of a Large Lot Parcel Map or Final Small Lot Subdivision Map, which results in a designated remainder as defined in Government Code Section 66424.6(a) (Remainder Parcel). Such a Remainder Parcel may contain taxable and tax-exempt uses, such as Residential Uses, and Public Parcels, such as park sites. Once designated as a Remainder Parcel, such Parcel will be considered a Large Lot Parcel for the purposes of future Subdivisions and for the provisions of **Sections 4** through **6**.

"**Remaining Facilities Costs**" means the amount of Anticipated Construction Proceeds less construction proceeds from previous Bond issuances and less costs of Authorized Facilities funded on a Pay-As-You-Go Basis from the levy of the Special Tax.

"**Remaining Facilities Cost Share**" means the Remaining Facilities Costs multiplied by the Benefit Share.

"**Residential Use**" means a Parcel designated for residential use, such as single-family residential Units, residential condominiums, townhouses, or apartments that would be included in the definitions of Low-Density Residential, Medium Density Residential or High Density Residential.

"**RMA**" means this Rate and Method of Apportionment, and Manner of Collection of Special Tax, as it may be amended from time to time.

"**Single-Family Parcel**" means, in any Fiscal Year, all Parcels in the CFD for which a building permit was issued or may be issued for construction of a Unit that is a single-family residential, residential condominium, or townhouse Unit.

"**Small Lot Tentative Map**" means a map that is approved by the City for the purpose of showing the design of a proposed Subdivision, including the individual buildable lots expected in the Subdivision, as well as the conditions pertaining thereto. The Small Lot Tentative Map designation for this RMA is in reference only to the areas shown on the map on which Low-Density Residential and Medium-Density Residential uses would be permitted. A Small Lot Tentative Map is not based on a detailed survey of the property in the map and is not recorded at the County Recorder's Office to create legal lots.

"**Small Lot Tentative Map Parcel**" means, in any Fiscal Year, all Parcels included in a Small Lot Tentative Map that was approved before May 1 of the prior Fiscal Year that are planned for Low-Density Residential and Medium-Density Residential and which have not yet become a Developed Parcel.

"**Special Tax(es)**" mean(s) any tax levy under the Act in the CFD.

"**Subdivision**" or "**Subdivided**" means a division of a Parcel into two or more Parcels through Parcel reconfiguration, lot-line adjustments, or the Subdivision Map Act process. A Subdivision also may include the merging of two or more Parcels to create new Parcels.

"**Successor Parcel**" means a Parcel created by the Subdivision of an Original Parcel or a Successor Parcel.

"**Tax Category**" means the categories of taxable land uses shown in **Attachments 2**, **3**, and **4**.

"**Tax Collection Schedule**" means the document prepared by the Administrator for the County Auditor-Controller to use in levying and collecting the Special Taxes each Fiscal Year.

"**Tax Escalation Factor**" means a factor of 2 percent by which the Maximum Annual Facilities Special Tax, Maximum Annual Maintenance Special Tax and related Maximum Annual Special Tax Rates shall be increased annually until the Transition Event. In the first Fiscal Year following the Transition Event, the Maximum Annual Maintenance Special Tax may be increased up to 2 percent annually at the City's discretion. The Administrator should refer to **Section 4.a** for application of the Tax Escalation Factor.

"**Taxable Acreage**" means that area of a Parcel determined by the Administrator to become a Taxable Parcel or Parcels upon further Subdivision. An example might be that a Large Lot Parcel Map creates a Remainder Parcel that, according to **Attachment 3**, contains both taxable uses and tax-exempt uses.

"**Taxable Parcel**" means any Parcel that is not a Tax-Exempt Parcel.

"**Taxable Public Parcel**" means a previously Taxable Parcel acquired by the City, school districts, special districts, or state or federal government.

"**Taxable Welfare Exemption Parcel**" means in any Fiscal Year after the First Bond Sale, any Parcel of Welfare Exemption Parcel that satisfies all three of the following conditions: (i) the Parcel had not been Welfare Exemption Parcel on the date of issuance of the First Bond Sale; (ii) based on reference to **Attachments 2** and **3**, the Parcel was not anticipated to be Welfare Exemption Parcel based on the Expected Land Uses, as determined by the Administrator; and (iii) if the Parcel were to be exempt from the Facilities Special Tax because it has become Welfare Exemption Parcel, the Maximum Annual Facilities Special Tax Revenues would be reduced to a point at which a 110 percent annual Debt Service coverage could not be maintained for all Fiscal Years.

"**Tax-Exempt Parcel**" means a Parcel not subject to the Annual Special Tax. Tax-Exempt Parcels include (a) Public Parcels, and (b) Parcels owned by the City, school districts, special districts, or the state or federal government. A Taxable Parcel that is acquired by a public agency shall remain a Taxable Parcel as per the provisions of Section 4.f.

Certain privately-owned Parcels also may be exempt from the levy of Annual Special Taxes, including common areas owned by homeowner's associations or property owner associations, wetlands, detention basins, water quality ponds, and open space, as determined by the Administrator.

"**Transition Event**" means for the CFD, the earlier of (a) after the Initial Bonding period, the Fiscal Year in which the Administrator determines the Development Impact Fee Deferral (including Debt Service on Bonds issued to fund the Development Impact Fee Deferral), and any eligible Pay-As-You-Go Costs have been repaid in full to the City and City determines funding is no longer needed for Annual Facilities Costs, or (b) Fiscal Year 2090-91.

"**Transition Year**" means the first Fiscal Year following the Fiscal Year in which the Transition Event occurred.

"**Trustee**" means a national banking association organized and existing under the laws of the United States acting as a trustee or fiscal agent for Bonds.

"**Undeveloped Parcel**" means a Taxable Parcel that is not a Developed Parcel, Small Lot Tentative Map Parcel, or a Large Lot Parcel.

"**Unit**" means, for a Single-Family Parcel, the individual residential unit on such Parcel, or for a Multifamily For-Rent Parcel or Multifamily For-Sale Parcel, an individual residential unit in a multifamily building.

"**Welfare Exemption Parcel**" means, in any Fiscal Year, any Parcels in the CFD that have received a welfare exemption under subdivision (g) of Section 214 of the Revenue and Taxation Code and for which such welfare exemption is still in place.

3. Duration of the Special Tax

The Facilities Special Tax will be levied and collected until the earlier of (i) the Transition Year or (ii) Fiscal Year 2090-91. The Maintenance Special Tax will be levied and collected beginning in the Transition Year. The Maintenance Special Tax will thereafter be collected in perpetuity.

4. Administrative Tasks for the Facilities Special Tax

The provisions of **Section 4** shall apply to tasks required by the Administrator are set forth below:

a. Annual Special Tax Escalation. Until the first Fiscal Year following the Transition Event, the Administrator shall increase the Maximum Annual Facilities Special Tax,

the Maximum Annual Maintenance Special Tax and Maximum Annual Special Tax Rates by the Tax Escalation Factor in all Fiscal Years following the Base Year. In the Transition Year and after, the City, in its sole discretion, may determine whether to apply the Tax Escalation Factor to the Maximum Annual Maintenance Special Tax in any Fiscal Year.

b. Assignment of the Maximum Annual Facilities Special Tax to Original Parcels. **Attachment 3** identifies the Assigned Maximum Annual Facilities Special Tax for each Original Parcel included at CFD formation, which is determined for each Large Lot Parcel based on the Expected Land Uses in each Large Lot Parcel at CFD Formation. The Assigned Maximum Annual Facilities Special Tax shall continue to apply to the geographic area to which it was assigned. If, before further Subdivision, the Administrator determines there are multiple Assessor's Parcels in a Large Lot Parcel, the Administrator shall assign the Maximum Annual Facilities Special Tax to each Assessor's Parcel on a pro rata basis to all Assessor's Parcels in that Large Lot Parcel based on the percentage share of Taxable Acreage identified for each Assessor's Parcel. Similarly, if the Administrator determines there are multiple Large Lot Parcels in an Assessor's Parcel, the Maximum Annual Facilities Special Tax shall equal the sum of the Assigned Maximum Annual Facilities Special Tax for all Large Lot Parcels in that Assessor's Parcel.

c. Assignment of the Maximum Annual Facilities Special Tax to Successor Parcels. As Original Parcels and Successor Parcels are Subdivided through creation of Final Small Lot Subdivision Maps, lot line adjustments or other Parcel amendments through the Subdivision Map Act process, the Administrator shall use the following steps to assign the Maximum Annual Facilities Special Tax to new Successor Parcels. As a result of each assignment of the Maximum Annual Facilities Special Tax upon Subdivision of an Original Parcel or Successor Parcel, the sum of the Maximum Annual Facilities Special Taxes assigned to the newly created Taxable Parcels shall never be less, but may be greater, than the Assigned Maximum Annual Facilities Special Tax for that Original Parcel or Successor Parcel.

    1. If an Original Parcel or Successor Parcel is Fully Subdivided into Single-Family Parcels with No Remainder Parcel(s). There shall be no net loss of Maximum CFD Special Tax Revenue because of the assignment of the Maximum Annual Facilities Special Tax to Single-Family Parcels. The Administrator shall use the following procedures to assign the Maximum Annual Facilities Special Tax to Single-Family Parcels. All references to Maximum Annual Facilities Special Taxes in the attachments are subject to application by the Tax Escalation Factor by the Administrator:

        i. Multiply the Maximum Annual Facilities Special Tax per Unit by Tax Category from **Attachment 2** by the number of Units for each Single-Family Parcel created by the Subdivision. Sum the Maximum Annual Facilities Special Taxes for all Single-Family Parcels created by the Subdivision.

ii. If the sum of Maximum Annual Facilities Special Taxes calculated in *Step 4.c.1.i* above is equal to or greater than the Assigned Maximum Annual Facilities Special Tax for the Original or Successor Parcel that was Subdivided, assign the Maximum Annual Facilities Special Tax per Unit by Tax Category as calculated in *Step 4.c.1.i* above to each Single-Family Parcel created by the Subdivision.

iii. If the sum of Maximum Annual Facilities Special Taxes calculated in *Step 4.c1.i* above is less than the Assigned Maximum Annual Facilities Special Tax for the Original or Successor Parcel that was Subdivided, unless 100 percent of the Units are designated Affordable Units, (i) assign the Maximum Annual Facilities Special Tax for Affordable Units shown in **Attachment 2** to each Affordable Unit (if any) and, (ii) Proportionately increase the Maximum Annual Facilities Special Tax per Unit for all Units that are not Affordable Units until the sum of resulting Maximum Annual Facilities Special Taxes from all Units (including Affordable Units) equals the Assigned Maximum Annual Facilities Special Tax for the Original or Successor Parcel that was Subdivided. Assign the Maximum Annual Facilities Special Tax calculated in this step to each new Single-Family Parcel created by the Subdivision.

iv. If the sum of Maximum Annual Facilities Special Taxes calculated in *Step 4.c.1.i* above is less than the Assigned Maximum Annual Facilities Special Tax for the Original or Successor Parcel that was Subdivided and if 100 percent of the Single-Family Parcels created by Subdivision are designated as Affordable Units, increase Proportionately the Maximum Annual Facilities Special Tax per Unit for each Affordable Unit until the sum of Maximum Annual Facilities Special Taxes from all Affordable Units on the new Single-Family Parcels created by the Subdivision equal the Assigned Maximum Annual Facilities Special Tax for the Original or Successor Parcel that was Subdivided. Assign the Maximum Annual Facilities Special Tax calculated in this step to each new Single-Family Parcel created by the Subdivision.

2. <u>If Original or Successor Parcel Is Subdivided into Single-Family Parcels and One or More Remainder Parcels</u>. When an Original or Successor Parcel is Subdivided into Single-Family Parcels and one or more Large Lot Parcels (or Remainder Parcels), the Assigned Maximum Annual Facilities Special Tax is apportioned to the Single-Family Parcels and Large Lot Parcels created by the Subdivision in the following manner:

i. Apportion the Assigned Maximum Annual Facilities Special Tax to the area(s) that is/are being Subdivided into Single-Family Parcels and to the area(s) that will be Remainder Parcel(s) on a pro rata basis, based on the percentage share of Taxable Acreage represented by

each such area as compared to the total area of the Original or Successor Parcel.

ii. For each area Subdivided into Single-Family Parcels, multiply the Maximum Annual Facilities Special Tax per Unit by Tax Category from **Attachment 2** by the number of Units for each Single-Family Parcel created by the Subdivision. Sum the Maximum Annual Facilities Special Taxes for all Single-Family Parcels created by the Subdivision.

iii. For each area Subdivided into Single-Family Parcels, if the sum of Maximum Annual Facilities Special Taxes calculated in *Step 4.c.2.ii* above is equal to or greater than the Assigned Maximum Annual Facilities Special Tax apportioned to that area of the Original or Successor Parcel that was Subdivided into Single-Family Parcels, assign the Maximum Annual Facilities Special Tax per Unit by Tax Category as calculated in *Step 4.c.2.ii* above to each Single-Family Parcel created by the Subdivision.

iv. For each area Subdivided into Single-Family Parcels, if the sum of Maximum Annual Facilities Special Taxes calculated in *Step 4.c.2.ii* above is less than the Assigned Maximum Annual Facilities Special Tax apportioned to that area of the Original or Successor Parcel that was Subdivided into Single-Family Parcels, unless 100 percent of the Units are designated Affordable Units, (i) assign the Maximum Annual Facilities Special Tax for Affordable Units shown in **Attachment 2** to each Affordable Unit (if any) and, (ii) Proportionately increase the Maximum Annual Facilities Special Tax per Unit for all Units that are not Affordable Units until the sum of resulting Maximum Annual Facilities Special Taxes from all Units (including Affordable Units) equals the Assigned Maximum Annual Facilities Special Tax apportioned to that area of the Original or Successor Parcel that was Subdivided into Single-Family Parcels. Assign the Maximum Annual Facilities Special Tax calculated in this step to each new Single-Family Parcel created by the Subdivision.

v. For each area Subdivided into Single-Family Parcels, if the sum of Maximum Annual Facilities Special Taxes calculated in *Step 4.c.2.ii* above is less than the Assigned Maximum Annual Facilities Special Tax apportioned to that area of the Original or Successor Parcel that was Subdivided into Single-Family Parcels and if 100 percent of the Single-Family Parcels created by Subdivision are designated as Affordable Units, increase Proportionately the Maximum Annual Facilities Special Tax per Unit for each Affordable Unit until the sum of Maximum Annual Facilities Special Taxes from all Affordable Units on the new Single-Family Parcels created by the Subdivision equal the Assigned Maximum Annual Facilities Special Tax apportioned to that area of the Original or Successor Parcel that was Subdivided

into Single-Family Parcels. Assign the Maximum Annual Facilities Special Tax calculated in this step to each new Single-Family Parcel created by the Subdivision.

vi. For the Remainder Parcel or Parcels, identify the Maximum Annual Facilities Special Tax for the entire Original or Successor Parcel that has been Subdivided. Sum the Maximum Annual Facilities Special Tax for all Single-Family Parcels created by the Subdivision, including Single-Family Parcels with Affordable Units. Subtract the sum of the Maximum Annual Facilities Special Tax for all Single-Family Parcels from the Assigned Maximum Annual Facilities Special Tax for the Original or Successor Parcel being subdivided and compare it to the Maximum Annual Facilities Special Tax assigned to the Remainder Parcel or Parcels in *Step 4.c.2.i.* Assign to each Remainder Parcel, the lesser of the calculations in this step or in *Step 4.c.2.i*, but in no event less than the difference between the previously Assigned Maximum Annual Facilities Special Tax for the Original Parcel or Successor Parcel being Subdivided and the total of the Maximum Annual Facilities Special Tax for all Single-Family Parcels created by such Subdivision.

Once designated as a Remainder Parcel, such Parcel will be considered a Large Lot Parcel for the purposes of future Subdivisions and for the provisions of **Sections 4** through **6**.

3. <u>If an Original or Successor Parcel is Subdivided creating multiple land uses and Tax Categories or for any rezones of land uses on Original or Successor Parcels:</u>

i. Identify the Assigned Maximum Annual Facilities Special Tax for the Original Parcel or Successor Parcel that is being Subdivided or rezoned.

ii. For each Taxable Parcel subject to rezone or created by Subdivision multiply the Maximum Annual Facilities Special Tax per Unit or per Acre by the number of Units or by the number of Acres by the appropriate Tax Category. For each Taxable Parcel created by Subdivision that includes Affordable Units, multiply the number of Affordable Units by the Tax per Unit for such Affordable Units.

iii. Sum the Maximum Annual Facilities Special Tax for each Taxable Parcel and compare it to the Assigned Maximum Annual Facilities Special Tax of the Original or Successor Parcel that is subject to rezone or is being Subdivided. If the sum of Maximum Annual Facilities Special Tax for each Taxable Parcel is greater than the Assigned Maximum Annual Facilities Special Tax for the Original Parcel, the Administrator shall apply the Maximum Annual Facilities Special Tax calculated above for each Taxable Parcel.

iv. If the Assigned Maximum Annual Facilities Special Tax for the Original Parcel or Successor Parcel subject to rezone or that is being subdivided is greater than the sum of Maximum Annual Facilities Special Tax for each Successor Parcel being created, increase Proportionately the Maximum Annual Facilities Special Tax per Unit or per Acre for all Tax Categories on each Taxable Parcel such that the sum of Maximum Annual Facilities Special Tax for all Taxable Parcels equals the Assigned Maximum Annual Facilities Special Tax for the Original Parcel.

4. If Multifamily Residential Units are Constructed on an Original or Successor Parcel: If a Building Permit for Multifamily Residential—For Rent uses is issued for an Original or Successor Parcel, identify the Maximum Annual Facilities Special Tax for the Taxable Parcel in **Attachment 3**. Assign this amount as the Maximum Annual Facilities Special Tax for the Parcel.

   If a Building Permit for Multifamily Residential—For Sale uses is issued for an Original or Successor Parcel, use the following procedure to assign the Maximum Annual Facilities Special Tax to Successor Parcels.

   i. Multiply the Maximum Annual Facilities Special Tax per Unit for High Density Residential Units from **Attachment 2** by the number of High Density Residential Units (excluding Affordable Units) created by the Building Permit. Sum the Maximum Annual Facilities Special Taxes for all High Density Residential Units created by the Building Permit.

   ii. Multiply the Maximum Annual Facilities Special Tax per Unit for High Density Residential Affordable Units from **Attachment 2** by the number of High Density Residential Affordable Units created by the Building Permit. Sum the Maximum Annual Facilities Special Taxes for all High Density Residential Affordable Units created by the Building Permit.

   iii. Sum the results from *Step 4.c.4.i* and *Step 4.c.4.ii*.and compare the results from Step 4.c.4.i. to the assigned Maximum Annual Facilities Special Tax of the Original or Successor Parcel with the issued Building Permit. If the sum of Maximum Annual Facilities Special Tax for each Taxable Parcel is greater than the assigned Maximum Annual Facilities Special Tax for the Original Parcel, the Administrator shall apply the Maximum Annual Facilities Special Tax calculated above for each Taxable Parcel.

   iv. If the assigned Maximum Annual Facilities Special Tax for the Original Parcel or Successor Parcel subject to the Building Permit is greater than the sum of Maximum Annual Facilities Special Tax for each Successor Parcel being created, increase Proportionately the Maximum Annual Facilities Special Tax per Unit for all Tax Categories on each Taxable Parcel such that the sum of Maximum

Annual Facilities Special Tax for all Taxable Parcels equals the assigned Maximum Annual Facilities Special Tax for the Original Parcel.

d. Affordable Units that Become Market-Rate Units. If, in any Fiscal Year, the City Manager, or his or her designee, determines that a Unit that previously had been designated as an Affordable Unit no longer qualifies as such, the Affordable Housing Director shall update the Affordable Unit listing by denoting the change in status of the Unit, together with the effective date thereof. For all Affordable Units that are converted to Market-Rate Units, such Units shall be assigned the Maximum Annual Facilities Special Tax per Unit based on their Tax Category as shown in **Attachment 2**, as adjusted by the Tax Escalation Factor so long as the Special Tax does not decrease on such a Unit.

e. Taxable Welfare Exemption Parcels. If a Developed Parcel becomes a Taxable Welfare Exemption Parcel, the previously assigned Maximum Annual Facilities Special Tax will remain as the Maximum Annual Facilities Special Tax for the Taxable Welfare Exemption Parcel.

f. Transfer of the Assigned Maximum Annual Facilities Special Tax from One Large Lot Parcel to Another. The Maximum Annual Facilities Special Taxes shown in **Attachment 3** were determined based on the Expected Land Uses for each Large Lot Parcel shown in **Attachment 2**. If the number of planned residential Units or Nonresidential Acreage is transferred from one Large Lot Parcel to another before recording a Final Small Lot Subdivision Map in any portion of the Large Lot Parcel, the City may, in its sole discretion, allow for a transfer of the Maximum Annual Facilities Special Tax from one Large Lot Parcel to another. Such a transfer shall be allowed only if (1) all adjustments are agreed to in writing by the affected property owners and the CFO, and (2) there is no reduction in the Maximum Annual CFD Special Tax Revenues because of the transfer. Should a transfer result in an amendment to **Attachments 2**, **3**, or **4** of the Notice of Special Tax Lien, the requesting property owner shall bear the costs to effect the transfer in the CFD records and prepare the required amendments to the Notice of Special Tax Lien and **Attachments 2**, **3**, or **4**. Before the transfer, the City may require a deposit from the requesting property owner for such costs.

g. Reduction of the Maximum Annual Facilities Special Tax Prior to First Bond Sale. At the request of the developer/builders, the Maximum Annual Special Taxes set forth in **Attachments 2**, **3** and **4** may be reduced for a given Tax Category, once, prior to the First Bond Sale. The reduction in this paragraph (g) may occur in a single Tax Category or multiple Tax Categories, and there shall be no requirement that the reduction in one Tax Category be proportionate to the reduction in another Tax Category. Such reduction shall be made without a vote of the qualified electors within the CFD following discussion with the developers/builders and the City. Any such reduction shall occur at least 30 days prior to the First Bond Sale. The Special Tax reductions permitted pursuant to this paragraph shall be reflected in an Amended Notice of Special Tax Lien, which the Administrator shall cause to be recorded.

h. Conversion of a Tax-Exempt Parcel to a Taxable Parcel. If a Tax-Exempt Parcel is not needed for public use and is converted to a taxable use or transferred to a private owner, it shall become subject to the Facilities Special Tax. The Maximum Annual Facilities Special Tax for the new Taxable Parcel will be determined using the provisions of **Sections 4** and **5** of the RMA.

i. Taxable Parcels Acquired by a Public Agency. A Taxable Parcel that is acquired by a public agency after the CFD is formed will remain subject to the applicable Special Tax unless the Special Tax obligation is satisfied pursuant to Section 53317.5 of the Government Code. If the Special Tax obligation is not prepaid pursuant to Section 53317.5 of the Government Code, the Parcel becomes classified as a Taxable Public Parcel and will remain subject to the assigned Maximum Annual Facilities Special Tax.

   An exception to this may be made if a Public Parcel, such as a park site, is relocated to a Taxable Parcel, in which case the previously Tax-Exempt Parcel of comparable acreage becomes a Taxable Parcel and the Maximum Annual Facilities Special Tax from the previously Taxable Parcel is transferred to the new Taxable Parcel. This trading of a Parcel from a Taxable Parcel to a Public Parcel will be permitted to the extent there is no net loss in Maximum Annual CFD Special Tax Revenue, and the transfer is agreed to by the owners of the Parcels involved in the transfer and the CFO.

5. Administrative Tasks for the Maintenance Special Tax

This section discusses the administrative tasks for the Maintenance Special Tax, which shall be applicable after the Transition Event.

The provisions of **Section 5** shall apply to each Parcel. For each Parcel, tasks required of the Administrator are set forth below:

a. Assignment of the Maximum Annual Maintenance Special Tax to Developed Parcels. In the Fiscal Year following the Transition Event, the Administrator shall assign the Maximum Annual Maintenance Special Tax to all Developed Parcels using the Maximum Annual Special Tax Rates for the Maintenance Special Tax by Tax Category shown in **Attachment 4**, as adjusted by the Tax Escalation Factor.

b. Assignment of the Maximum Annual Maintenance Special Tax to Successor Parcels. After the Transition Event, if Original Parcels and Successor Parcels are Subdivided through creation of Final Small Lot Subdivision Maps, lot line adjustments or other Parcel amendments through the Subdivision Map Act process, the Administrator shall use the steps in **Section 4.c** to assign the Maximum Annual Maintenance Special Tax to new Successor Parcels. When applying **Section 4.c** after the Transition Event, the Administrator shall substitute Maintenance Special Tax for Facilities Special Tax and shall substitute Maximum Annual Maintenance Special Tax for Maximum Annual Facilities Special Tax.

c. Affordable Units that Become Market-Rate Units. If, in any Fiscal Year, the City Manager, or his or her designee, determines that a Unit that previously had been

designated as an Affordable Unit no longer qualifies as such, the Affordable Housing Director shall update the Affordable Unit listing by denoting the change in status of the Unit, together with the effective date thereof. For all Affordable Units that are converted to Market-Rate Units, such Units shall be assigned the Maximum Annual Maintenance Special Tax per Unit based on their Tax Category as shown in **Attachment 4**, as adjusted by the Tax Escalation Factor.

d. Taxable Welfare Exemption Parcels. If a Developed Parcel becomes a Taxable Welfare Exemption Parcel, the previously assigned Maximum Annual Maintenance Special Tax will remain as the Maximum Annual Maintenance Special Tax for the Taxable Welfare Exemption Parcel.

e. Conversion of a Tax-Exempt Parcel to a Taxable Parcel. If a Tax-Exempt Parcel is not needed for public use and is converted to a taxable use or transferred to a private owner, it shall become subject to the Maintenance Special Tax. The Maximum Annual Maintenance Special Tax for the newly Taxable Parcel will be determined using the provisions of **Sections 5** and **6** of the RMA.

f. Taxable Parcels Acquired by a Public Agency. A Taxable Parcel that is acquired by a public agency after the CFD is formed will remain subject to the applicable Special Tax unless the Special Tax obligation is satisfied pursuant to Section 53317.5 of the Government Code. If the Special Tax obligation is not prepaid pursuant to Section 53317.5 of the Government Code, the Parcel becomes classified as a Taxable Public Parcel and will remain subject to the assigned Maximum Annual Maintenance Special Tax.

   An exception to this may be made if a Public Parcel, such as a park site, is relocated to a Taxable Parcel, in which case the previously Tax-Exempt Parcel of comparable acreage becomes a Taxable Parcel and the Maximum Annual Maintenance Special Tax from the previously Taxable Parcel is transferred to the new Taxable Parcel. This trading of a Parcel from a Taxable Parcel to a Public Parcel will be permitted to the extent there is no net loss in Maximum Annual CFD Special Tax Revenue and the transfer is agreed to by the owners of the Parcels involved in the transfer and the CFO.

6. Assignment of the Maximum Annual Special Tax

The Administrator shall assign the Maximum Annual Special Tax using the procedures identified below:

a. Classification of Parcels. For purposes of the next Fiscal Year tax levy, by June 30 of each Fiscal Year, using the Definitions in **Section 2**, the Parcel records of the Assessor's secured tax roll as of January 1, and other City development approval records, the Administrator shall cause:

   1. Each Parcel to be classified as a Taxable Parcel or Tax-Exempt Parcel.
   2. Each Parcel to be classified as a Developed Parcel, a Final Use Small Lot Parcel, a Small Lot Tentative Map Parcel, a Large Lot Parcel (including

Remainder Parcels), an Undeveloped Parcel, a Taxable Welfare Exemption Parcel, or a Taxable Public Parcel.

b. Assignment of the Maximum Annual Facilities Special Tax to Taxable Parcels. The Maximum Annual Facilities Special Tax will be assigned to each Taxable Parcel each Fiscal Year using the procedures (not all steps may be applicable for each such Parcel) in **Section 4**.

c. Assignment of the Maximum Annual Maintenance Special Tax to Taxable Parcels. In the Fiscal Year following the Transition Event, the Maximum Annual Maintenance Special Tax will be assigned to each Taxable Parcel each Fiscal Year using the procedures (not all steps may be applicable for each such Parcel) in **Sections 4** and **5**.

7. Calculating Annual Special Taxes

This section discusses the levy of the Facilities Special Tax and the Maintenance Special Tax. Collectively, these Special Taxes are included in the discussion of the assignment of the Maximum Annual Special Taxes. For the period following formation of the CFD until the Fiscal Year in which the Transition Event occurs, the Maximum Annual Special Tax shall refer to the Facilities Special Tax. Beginning with the Transition Year, the Maximum Annual Special Tax shall refer to the Maintenance Special Tax.

The Administrator will compute the Annual Facilities Costs or Annual Maintenance Costs and determine the annual Special Tax levy for each Taxable Parcel based on the assignment of the Special Tax in **Sections 4**, **5**, and **6**. The Administrator then will determine the tax levy for each Taxable Parcel using the following process.

Facilities Special Tax Levy

a. Compute the Annual Facilities Costs using the definition of Annual Facilities Costs in **Section 2**.

b. For all Taxable Parcels, calculate the Facilities Special Tax levy for each using the following steps:

Step 7.b.1. The Facilities Special Tax shall be levied proportionately on all Developed Parcels up to the amount of Annual Facilities Cost or up to 100 percent of the Maximum Annual Facilities Special Tax Revenue for all Developed Parcels, whichever is less, prior to applying any Capitalized Interest that is available in the accounts for the CFD.

Step 7.b.2. If additional revenue is needed after Step 7.b.1. and after applying Capitalized Interest to the Annual Facilities Cost, the Facilities Special Tax shall be levied proportionately on each Final Use Small Lot Parcel until the revenue from the Facilities Special Tax levy in this step, when added to the levy amount computed in Step 7.b.1., equals the Annual Facilities Costs, or up to 100 percent of the Maximum Annual Facilities Special Tax Revenue for all Final Use Small Lot Parcels. As necessary,

the Facilities Special Tax shall be levied on Final Use Small Lot Parcels for the entire portion of Annual Facilities Costs, excluding Pay-As-You-Go Costs.

Step 7.b.3. If additional revenue is needed after *Step 7.b.3*. and after applying Capitalized Interest to the Annual Facilities Cost, the Facilities Special Tax shall be levied proportionately on each Small Lot Tentative Map Parcel until the revenue from the Facilities Special Tax levy in this step, when added to the levy amount computed in *Step 7.b.3*., equals the Annual Facilities Costs, or up to 100 percent of the Maximum Annual Facilities Special Tax Revenue for all Small Lot Tentative Map Parcels. As necessary, the Facilities Special Tax shall be levied on Small Lot Tentative Map Parcels for the entire portion of Annual Facilities Costs, excluding Pay-As-You-Go Costs.

Step 7.b.4. If additional revenue is needed after *Step 7.b.3*., the Facilities Special Tax shall be levied proportionately on each Large Lot Parcel until the revenue from the Facilities Special Tax levy in this step, when added to the levy amount computed through *Step 7.b.3*., equals the Annual Facilities Costs, or up to 100 percent of the Maximum Annual Facilities Special Tax Revenue for all Large Lot Parcels. As necessary, the Facilities Special Tax shall be levied on Large Lot Parcels for the entire portion of Annual Facilities Costs, excluding Pay-As-You-Go Costs.

Step 7.b.5. If additional revenue is needed after *Step 7.b.4*., the Facilities Special Tax shall be levied on each Undeveloped Parcel until the revenue from the Facilities Special Tax levy in this step, when added to the levy amounts computed through *Step 7.b.4*., equals the Annual Facilities Costs, or up to 100 percent of the Maximum Annual Facilities Special Tax Revenue for all Undeveloped Parcels. As necessary, the Facilities Special Tax shall be levied on Undeveloped Parcels for the entire portion of Annual Facilities Costs, excluding Pay-As-You-Go Costs.

Step 7.b.6. If additional revenue is needed after *Step 7.b.5*., the Facilities Special Tax shall be levied on each Taxable Welfare Exemption Parcel until the revenue from the Facilities Special Tax levy in this step, when added to the levy amounts computed through *Step 7.b.5*., equals the Annual Facilities Costs, or up to 100 percent of the Maximum Annual Facilities Special Tax Revenue for all Taxable Welfare Exemption Parcels. As necessary, the Facilities Special Tax shall be levied on Taxable Welfare Exemption Parcels for the entire portion of Annual Facilities Costs, excluding Pay-As-You-Go Costs.

Step 7.b.7. If additional revenue is needed after *Step 7.b.6*., the Facilities Special Tax shall be levied on each Taxable Public Parcel until the revenue from the Facilities Special Tax levy in this step, when added to the levy

amounts computed through *Step 7.b.6.*, equals the Annual Facilities Costs, or up to 100 percent of the Maximum Annual Facilities Special Tax Revenue for all Taxable Public Parcels. As necessary, the Facilities Special Tax shall be levied on Taxable Public Parcels for the entire portion of Annual Facilities Costs, excluding Pay-As-You-Go Costs.

Maintenance Special Tax Levy

a. Beginning in the Transition Year, compute the Annual Maintenance Cost using the definition of Annual Maintenance Costs in **Section 2**.

b. For all Taxable Parcels, calculate the Maintenance Special Tax levy for each using the following steps:

Step 7.d.1. The Maintenance Special Tax shall be levied proportionately on all Developed Parcels up to the amount of Annual Maintenance Cost or up to 100 percent of the Maximum Annual Maintenance Special Tax Revenue for all Developed Parcels, whichever is less.

Step 7.d.2. If additional revenue is needed after Step 7.d.1., the Maintenance Special Tax shall be levied proportionately on each Final Use Small Lot Parcel until the revenue from the Maintenance Special Tax levy in this step, when added to the levy amount computed in Step 7.d.1., equals the Annual Maintenance Costs, or up to 100 percent of the Maximum Annual Maintenance Special Tax Revenue for all Final Use Small Lot Parcels.

Step 7.d.3. If additional revenue is needed after *Step 7.d.3.*, the Maintenance Special Tax shall be levied proportionately on each Small Lot Tentative Map Parcel until the revenue from the Maintenance Special Tax levy in this step, when added to the levy amount computed in *Step 7.d.3.*, equals the Annual Maintenance Costs, or up to 100 percent of the Maximum Annual Maintenance Special Tax Revenue for all Small Lot Tentative Map Parcels.

Step 7.d.4. If additional revenue is needed after *Step 7.d.3.*, the Maintenance Special Tax shall be levied proportionately on each Large Lot Parcel until the revenue from the Maintenance Special Tax levy in this step, when added to the levy amount computed through *Step 7.d.3.*, equals the Annual Maintenance Costs, or up to 100 percent of the Maximum Annual Maintenance Special Tax Revenue for all Large Lot Parcels.

Step 7.d.5. If additional revenue is needed after *Step 7.d.4.*, the Maintenance Special Tax shall be levied on each Undeveloped Parcel until the revenue from the Maintenance Special Tax levy in this step, when added to the levy amounts computed through *Step 7.d.4.*, equals the Annual Maintenance Costs, or up to 100 percent of the Maximum Annual Maintenance Special Tax Revenue for all Undeveloped Parcels.

Step 7.d.6. If additional revenue is needed after *Step 7.d.5*., the Maintenance Special Tax shall be levied on each Taxable Welfare Exemption Parcel until the revenue from the Maintenance Special Tax levy in this step, when added to the levy amounts computed through *Step 7.d.5*., equals the Annual Maintenance Costs, or up to 100 percent of the Maximum Annual Maintenance Special Tax Revenue for all Taxable Welfare Exemption Parcels.

Step 7.d.7. If additional revenue is needed after *Step 7.d.6*., the Maintenance Special Tax shall be levied on each Taxable Public Parcel until the revenue from the Maintenance Special Tax levy in this step, when added to the levy amounts computed through *Step 7.d.6*., equals the Annual Maintenance Costs, or up to 100 percent of the Maximum Annual Maintenance Special Tax Revenue for all Taxable Public Parcels.

c. Levy on each Taxable Parcel the amount calculated above.

d. Prepare the Tax Collection Schedule and, unless an alternative method of collection has been selected pursuant to **Section 10**, send it to the County Auditor requesting that it be placed on the general, secured property tax roll for the Fiscal Year. The Tax Collection Schedule will be sent no later than the date required by the County Auditor for such inclusion.

   The Administrator will make every effort to calculate the Special Tax correctly for each Parcel. It will be the burden of the taxpayer to identify any errors in determining which Parcels are subject to the tax and their Special Tax assignments.

8. Prepayment of the Facilities Special Tax Obligation

A property owner may at any time prepay either 25 percent or 50 percent of the Full Prepayment, except that the City may allow a partial prepayment of any percentage up to 50 percent of the Full Prepayment to be made as a “buy down” of the rate for purposes of marketing the property by a builder or developer of land to be sold for Residential Use. In the event such a builder or developer has prepaid a portion of the Facilities Special Tax, the allowable 25 percent or 50 percent partial prepayment of the Facilities Special Tax that can be made by a subsequent owner shall be reduced by the amount so prepaid by the builder or developer. Full Prepayment is permitted only for Nonresidential Use Parcels; Full Prepayment is not allowable for Residential Use Parcels.

Prepayments must be made in sufficient time to, in the City’s opinion, have the Prepayment reflected in the following Fiscal Year’s Special Tax levy.

Prepayment is permitted only under the following additional conditions:

- The landowner prepaying the Facilities Special Tax on a Parcel has paid any delinquent Facilities Special Tax and penalties on that Parcel at or before or at the time of Prepayment.

- Following Prepayment, amounts in any debt service reserve fund are equal to or greater than the reserve fund requirement.
- The City determines that the Prepayment will not jeopardize its ability to make timely payments of Debt Service and maintain a 110 percent annual Debt Service coverage based on Maximum Annual Special Tax Revenues in all years in which issued Bonds will be outstanding.
- The portion of the Prepayment for the Development Impact Fee Deferral shall only be used to pay for the Development Impact Fee Deferral whether it was or is to be funded through annual special tax payments or through bonded indebtedness.

When permitted, the Administrator shall calculate Prepayments using the following steps:

a. The Full Prepayment amount shall be established by following the steps below:

Step 8.a.1: Determine the percentage of the Maximum Facilities Special Tax for the Taxable Parcel for which the Facilities Special Tax is to be prepaid using the provisions of **Sections 4**, **5**, and **6**. If the Parcel is not designated as a Developed Parcel, determine the applicable Facilities Special Tax for the Parcel assuming it is a Developed Parcel.

Step 8.a.2: Increase the Maximum Facilities Special Tax by 2 percent per annum for the longer of (i) 30 years from the year in which the Parcel was first subject to the Facilities Special Tax as a Developed Parcel, or (ii) the end of the then-remaining Initial Bonding Period.

Step 8.a.3: Using a discounted rate equal to the most current yield for the 30 Year Treasury Constant Maturity, calculate the net present value of the revenue stream determined in *Step 8.a.2*. If this yield is no longer available, the Administrator will select a yield rate from the most comparable type of security.

Step 8.a.4: Calculate this Parcel's Maximum Annual Facilities Special Tax as a percentage of the Maximum Annual Facilities Special Tax Revenue, assuming all Taxable Parcels are Developed Parcels to determine the Benefit Share for the prepaying Parcel. Multiply the Benefit Share by the Outstanding Bonds to determine the Bond Share for the prepaying Parcel. Multiply the Benefit Share by the Remaining Facilities Costs, as increased by ENR-CCI from the Base Year, to determine the Remaining Facilities Cost Share for the prepaying Parcel. Add the Bond Share to Remaining Facilities Cost Share for the prepaying Parcel.

Step 8.a.5: Use the greater of the amounts determined in *Step 8.a.3* or *Step 8.a.4* for the following calculations.

Step 8.a.6: Add to the amount from *Step 8.a.5* interest on the Bonds being redeemed to the next redemption date.

Step 8.a.7: Add to the amount calculated in *Step 8.a.6* a redemption premium on the Bonds being redeemed (if any) as identified in the Bond Indenture(s).

Step 8.a.8: Add to the amount calculated in *Step 8.a.7* the Development Impact Fee Deferral amount applicable to the Parcel, as adjusted for inflation using ENR-CCI. If Bonds have been issued to finance the Development Impact Fee Deferral, follow *Steps 8.a.2* and *8.a.3*, using for *Step 8.a.2* the longer of (i) 30 years from the year in which the Parcel was first subject to the Facilities Special Tax during the Deferral Bonding Period, or (ii) the end of the then-remaining Deferral Bonding Period.

Step 8.a.9: Add the administrative cost of processing the Prepayment to the amount calculated in *Step 8.a.8*.

Step 8.a.10: The amount in *Step 8.a.9* is the amount of the Full Prepayment of the Maximum Annual Special Tax for the Taxable Parcel.

b. Partial Prepayments will be calculated as described below:

The amount of any Partial Prepayment is limited to a maximum of 50 percent of the Full Prepayment amount determined in *Step 8.a.10*. When a Partial Prepayment is made, the full amount of Administrative fees and expenses determined in *Step 8.a.7* shall be included in the Partial Prepayment calculation. The Facilities Special Tax that can be levied on a Parcel after a Partial Prepayment is made is equal to the Maximum Facilities Special Tax multiplied by one minus the percentage that has been prepaid.

9. Interpretation, Application, and Appeal of Special Tax Formula and Procedures

Any taxpayer who feels the amount of the Special Tax assigned to a Parcel is in error may file a notice with the CFO appealing the levy of the Special Tax. The CFO then will promptly review the appeal and, if necessary, will meet with the applicant. If the CFO verifies that the tax should be modified or changed, the Special Tax levy will be corrected and, if applicable in any case, a credit or refund will be granted.

Interpretations may be made by the City, without Resolution or Ordinance of the Council, for purposes of clarifying any vagueness or ambiguity as it relates to the Special Tax rate, the method of apportionment, the classification of properties, or any definition applicable to the CFD.

Without Council approval, the CFO may make minor, non-substantive administrative and technical changes to the provisions of this RMA that do not materially affect the rate, method of apportionment, or manner of collection of the Special Tax for purposes of administrative efficiency or convenience or to comply with new applicable federal, state, or local law.

The City, upon request of an owner of land in the CFD that is not a Developed Parcel, also may amend this RMA in any manner acceptable to the City, without Resolution or Ordinance of the Council, upon the affirmative vote of such owner and without the vote of owners of any other land in the CFD, provided such amendment is only applicable to such owner's land and does not reduce the total Maximum Annual CFD Special Tax Revenue.

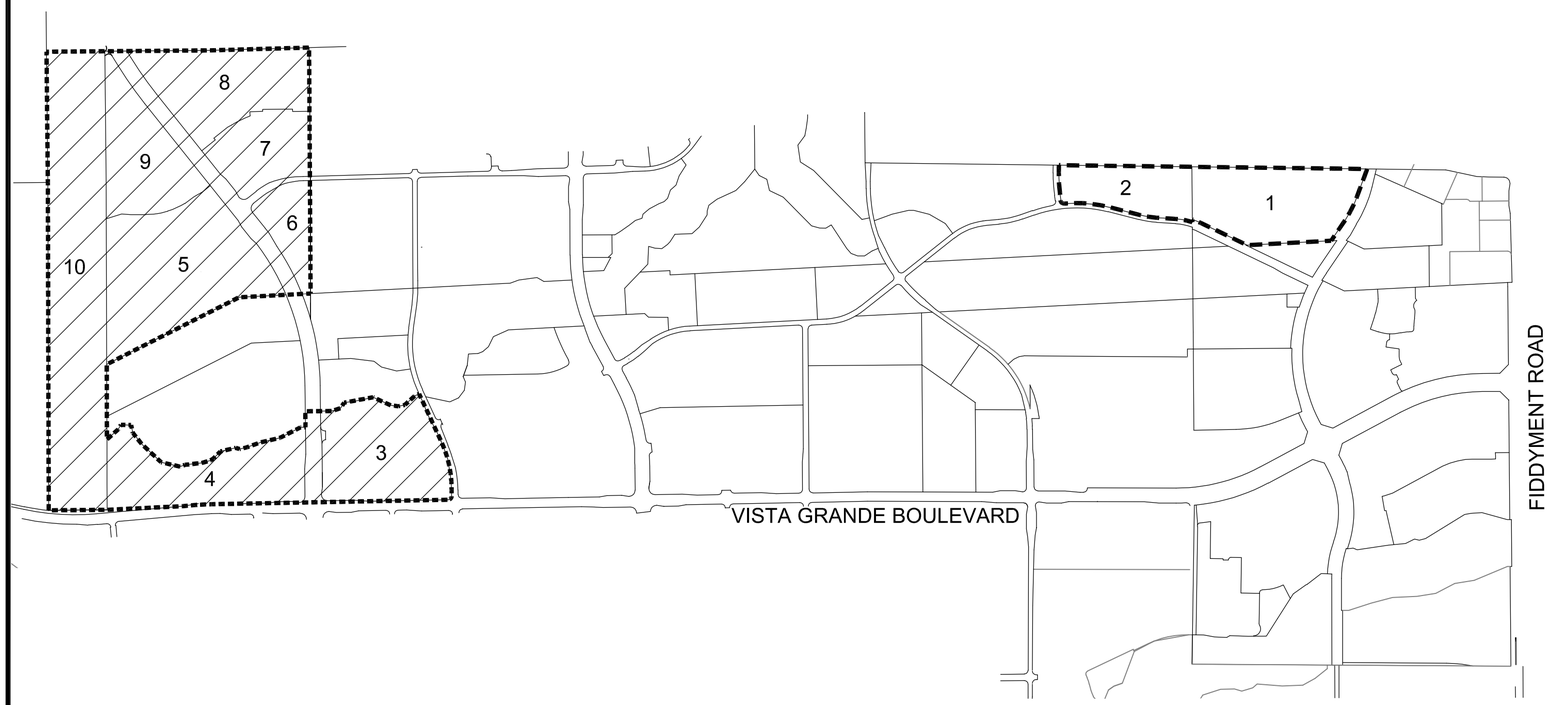
10. Manner of Collection

The Special Tax will be collected in the same manner and at the same time as ad valorem property taxes, provided, however, the Administrator or its designee may directly bill the Special Tax and may collect the Special Tax at a different time, such as on a monthly or other periodic basis, or in a different manner, if necessary, to meet the City's financial obligations.

BOOK _____ OF COMMUNITY FACILITIES DISTRICT, PAGE _____

LABEL	APN	SVSP LOT NO.
1	498-010-026	JM-01
2	498-020-043	FD-07
3	498-020-021	FD-23
4	499-170-010	CO-03
5	499-170-006	CO-21
6	499-170-003	CO-22
7	499-170-020	CO-02
8	499-170-001 & 011	CO-01
9	499-170-004	CO-20
10	499-010-004	UR-92

Scale: 1"=800'



PROPOSED BOUNDARY OF CITY OF ROSEVILLE

VILLAGES WEST

COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES)

BEING A PORTION OF SECTIONS 26, 27, 34, 35 & 36, T. 11 N. , R. 5 E., M.D.M.
CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA
SCALE: 1" = 800' SHEET 1 OF 1

LEGEND:

PROPOSED INITIAL CFD AND IMPROVEMENT AREA NO. 1 BOUNDARY

FUTURE ANNEXATION AREA BOUNDARY

1 LOT LABEL

CITY CLERK'S STATEMENT:

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA THIS _____ DAY OF _____, 2026.

_____
CARMEN AVALOS, CITY CLERK
CITY OF ROSEVILLE
PLACER COUNTY, CALIFORNIA

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF THE VILLAGES WEST COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES), CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF ROSEVILLE, AT A REGULAR MEETING THEREOF HELD ON THE ____ DAY OF _____, 2026, BY ITS RESOLUTION NUMBER. _____.

_____
CARMEN AVALOS, CITY CLERK
CITY OF ROSEVILLE
PLACER COUNTY, CALIFORNIA

RECORDER'S STATEMENT:

FILED THIS _____ DAY OF _____, 2026, AT THE HOUR OF _____ O'CLOCK, __.M.,

IN BOOK _____ OF MAPS OF COMMUNITY FACILITIES DISTRICT, AT PAGE _____,

IN THE OFFICE OF THE RECORDER OF THE COUNTY OF PLACER, STATE OF CALIFORNIA.

DOC NO._____

RYAN RONCO
PLACER COUNTY RECORDER

FEE: _____

BY:_____
DEPUTY

MAP PREPARED BY: JUNE, 2026

BAKER-WILLIAMS ENGINEERING GROUP
Engineering / Surveying / Land Planning / Entitlement Processing / GPS Services
6939 Sunrise Boulevard, Suite 112 • Citrus Heights, California 95610-3153
(916) 331-4336 ~ fax (916) 331-4430 ~ office@bwengineers.com ~ www.bwengineers.com

SHEET 1 OF 1

Attachment 2
Villages West CFD No. 1 (Public Facilities)
CFD Special Tax Analysis
Maximum Annual Facilities Special Taxes by Tax Category - Base Year 2026-27 [1]

Expected Land Uses (Tax Category)	Facilities Special Tax per Unit/Taxable Acre Before Transition Event [1]	 After Transition Event
Residential Uses	*per Unit*	*per Unit*
Low Density Residential (LDR) [2]	$3,500	$0
Medium Density Residential (MDR)	$2,500	$0
High Density Residential (HDR)		
High Density Residential (HDR) For-Sale [3]	$0	$0
High Density Residential (HDR) For-Rent [3]	$0	$0
Affordable Medium Density Residential	$1,250	$0
Affordable High Density Residential [4]	$0	$0
Very Low Affordable High Density Residential [2]	$0	$0
Nonresidential Uses [4]	***per Taxable Acre***	***per Taxable Acre***
Mixed Use (MU) [4]	$0	$0
Business Professional (BP) [4]	$0	$0
Community Commercial (CC) [4]	$0	$0
Undeveloped Property	**$18,469**	**$0**

Source: Economic & Planning Systems

[1] This amount is subject to increase by the Tax Escalation Factor in each Fiscal Year following the Base Year as described in the RMA.

[2] There are no LDR parcels included this original CFD formation. Maximum Facilities Special Taxes will be established for LDR uses with each new CFD annexation or Improvement Area annexation.

[3] If a LDR or MDR is rezoned to a use with an identified Special Tax $0 in this attachment, the Special Tax would be assigned using the provisions of Section 4 of this RMA.

[4] If a Low Density Residential, Medium Density Residential or Affordable Medium Density Residential Parcel with a Special Tax is rezoned to a use with an identified Special Tax of $0 in this attachment, the Special Tax would be assigned to the Parcel using the provisions of Section 4 of this RMA.

Attachment 3
Villages West CFD No. 1 (Public Facilities)
CFD Special Tax Analysis
Maximum Annual Facilities Special Taxes by Tax Category - Base Year 2026-27 [1]

Large Lot Number [1]	Original Parcel(s)	Tax Category	Acres	Planned Units	Planned Units per Acre	Assigned Maximum Annual Facilities Special Tax per Unit [2][3]	Assigned Maximum Annual Facilities Special Tax per Taxable Acre [2][3]	Assigned Maximum Annual Facilities Special Tax per Village [2][3]
JM-1	498-010-026-000	MDR	17.00	134	7.88	$2,500	$0	$335,000
FD-7	498-020-043-000	MDR	8.99	58	6.45	$2,500	$0	$145,000
CFD Totals			**25.99**	**192**	7.39			**$480,000**

Source: Economic & Planning Systems

[1] Indicates the village identifier assigned by the City in the Sierra Vista Specific Plan.

[2] This amount is subject to increase by the Tax Escalation Factor in each Fiscal Year following the Base Year as described in the RMA.

[3] If amended to include Annexation Parcels, the Maximum Annual Facilities Special Tax for Annexation Parcels would also be subject to the Tax Escalation Factor.

Z:\Shared\Projects\SAC\262000\262046 Roseville Villages West CFD No 1 Formation Tech Support\Models\[262046 Model.xlsx]Attachment 3

Attachment 4
Villages West CFD No. 1 (Public Facilities)
CFD Special Tax Analysis
Maximum Annual Maintenance Special Taxes by Category - Base Year 2026-27 [1]

Expected Land Uses (Tax Category)	Maintenance Special Tax per Unit/Taxable Acre Before Transition Event [1]	After Transition Event
Residential Uses		
Low Density Residential (LDR) [2]	$0	$1,750
Medium Density Residential (MDR)	$0	$1,250
High Density Residential (HDR)		
High Density Residential (HDR) For-Sale [3]	$0	$0
High Density Residential (HDR) For-Rent [3]	$0	$0
Affordable Medium Density Residential	$0	$625
Affordable High Density Residential [4]	$0	$0
Very Low Affordable High Density Residential [4]	$0	$0
Nonresidential Uses [4]	***per Taxable Acre***	
Mixed Use (MU) [4]	$0	$0
Business Professional (BP) [4]	$0	$0
Community Commercial (CC) [4]	$0	$0
Undeveloped Property	$0	$0

Source: Economic & Planning Systems

[1] This amount is subject to increase by the Tax Escalation Factor in each Fiscal Year following the Base Year as described in the RMA.

[2] There are no LDR parcels included this original CFD formation. Maximum Facilities Special Taxes will be established for LDR uses with each new CFD annexation or Improvement Area annexation.

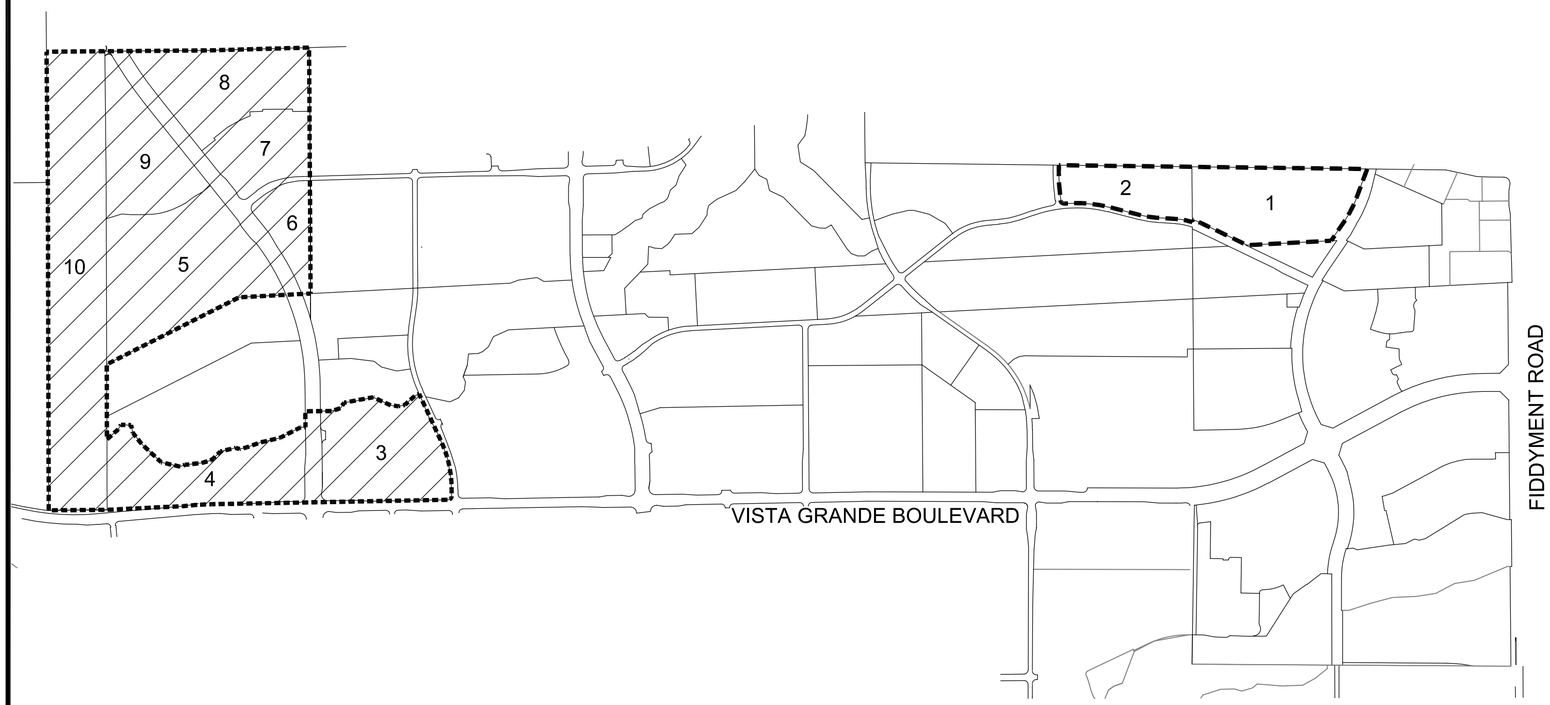
[3] If a LDR, MDR, Affordable Medium Density Residential is rezoned to a use with an identified Special Tax $0 in this attachment, the Special Tax would be assigned using the provisions of Section 4 of this RMA.

[4] If a Low Density Residential, Medium Density Residential or Affordable Medium Density Residential Parcel with a Special Tax is rezoned to a use with an identified Special Tax of $0 in this attachment, the Special Tax would be assigned to the Parcel using the provisions of Section 4 of this RMA.

BOOK _____ OF COMMUNITY FACILITIES DISTRICT, PAGE _____

LABEL	APN	SVSP LOT NO.
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7	499-170-020	CO-02
8	499-170-001 & 011	CO-01
9	499-170-004	CO-20
10	499-010-004	UR-92

Scale: 1"=800'



PROPOSED BOUNDARY OF CITY OF ROSEVILLE

VILLAGES WEST

COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES)

BEING A PORTION OF SECTIONS 26, 27, 34, 35 & 36, T. 11 N. , R. 5 E., M.D.M.
CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA
SCALE: 1" = 800' SHEET 1 OF 1

LEGEND:

PROPOSED INITIAL CFD AND IMPROVEMENT AREA NO. 1 BOUNDARY

FUTURE ANNEXATION AREA BOUNDARY

1 LOT LABEL

CITY CLERK'S STATEMENT:

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA THIS _____ DAY OF _____, 2026.

_____
CARMEN AVALOS, CITY CLERK
CITY OF ROSEVILLE
PLACER COUNTY, CALIFORNIA

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF THE VILLAGES WEST COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES), CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF ROSEVILLE, AT A REGULAR MEETING THEREOF HELD ON THE ____ DAY OF _____, 2026, BY ITS RESOLUTION NUMBER. _____.

_____
CARMEN AVALOS, CITY CLERK
CITY OF ROSEVILLE
PLACER COUNTY, CALIFORNIA

RECORDER'S STATEMENT:

FILED THIS _____ DAY OF _____, 2026, AT THE HOUR OF _____ O'CLOCK, __.M.,

IN BOOK _____ OF MAPS OF COMMUNITY FACILITIES DISTRICT, AT PAGE _____,

IN THE OFFICE OF THE RECORDER OF THE COUNTY OF PLACER, STATE OF CALIFORNIA.

DOC NO._____

RYAN RONCO
PLACER COUNTY RECORDER

FEE: _____

BY:_____
DEPUTY

MAP PREPARED BY: JUNE, 2026

BAKER-WILLIAMS ENGINEERING GROUP
Engineering / Surveying / Land Planning / Entitlement Processing / GPS Services
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SHEET 1 OF 1

EXHIBIT B

City of Roseville
Villages West Specific Plan
Community Facilities District No. 1
(Public Facilities)
Placer County, California

LIST OF AUTHORIZED FACILITIES AND SERVICES

LIST OF AUTHORIZED FACILITIES

Transportation Improvements

Public roadway improvements designed to meet the needs of the project, including those improvements identified in the project Development Agreement (DA) Sections 3.5.17 and 3.5.18, including but not limited to; Eligible roadway improvements include the following items: acquisition of land and easements; roadway design; project management; geotechnical engineering, testing and observations, bridge crossings and culverts; clearing, grubbing, and demolition; grading, soil import/export, paving (including slurry seal), and decorative/enhanced pavement concrete or pavers; power pole relocations; joint trenches, underground utilities, and undergrounding of existing utilities; dry utilities and appurtenances; curbs, gutters, sidewalks, bike trails (including on- and off-site), park and ride facilities, bus rapid transit improvements, including transfer stations and regional public transit improvements; retaining walls, sound walls, enhanced fencing, and access ramps; street lights, signalization, and traffic signal control systems; bus turnouts; signs and striping; erosion control; median and parkway landscaping and irrigation; entry monumentation; bus shelters; masonry walls; traffic control and agency fees; and other improvements related thereto. Eligible improvements for the roads listed above also include any and all necessary underground potable and non-potable water, sanitary sewer, and storm drainage system improvements.

- Federico Drive
- Earl Rush Drive (formerly Federico Drive).
- Fiddyment Road.
- Market Street.
- Nicole Gee Drive (formerly Sierra Glen Drive).
- Santucci Boulevard.
- Summerfaire Drive.
- Silver Spruce Drive.
- Sierra Glen Drive.
- Upland Drive.
- Vista Park Drive.
- Vista Grande Boulevard.
- Westbrook Boulevard.

Potable and Non-Potable Water System Improvements

Authorized facilities include any and all on- and off-site backbone water facilities designed to meet the needs of development of the project. These facilities include potable and non-potable mains, valves, services, and appurtenances; wells; and water treatment and storage facilities, and related improvements, including but not limited to: site clearing, grading, and paving; curbs and gutters; recycled water storage tanks, booster pump stations, and all appurtenances thereto; wells; water treatment; stand-by generator; site lighting, drainage, sanitary sewer, and water service; landscaping and irrigation; access gates and fencing; striping and signage; and the following:

- Water lines in/associated with authorized facility roads.
- Recycled water lines in/associated with authorized facility roads.
- Well construction or financial contributions thereto on, but not limited to JM-60.
- Water Tank Site Improvements (DA Section 3.8.2).
- Recycled Water Storage Tank Facility
- Reimbursement obligation for the Baseline Road 24" water line (DA Section 3.8.3).
- CFD obligations for RW tank(s) required by DA Section 3.9.

Drainage System Improvements

Authorized facilities include any and all on- and off-site backbone drainage and storm drainage improvements designed to meet the needs of development of the project. These facilities include mains, pipelines and appurtenances, outfalls and water quality measures, temporary drainage facilities, detention/retention basins, and drainage pretreatment facilities; drainage ways/channels, pump stations, landscaping, and irrigation; access roads, gates, and fencing; striping and signage; and the following:

- All storm drain lines and facilities in/associated with authorized facility roadways.
- Retention, detention, hydro-modification, and other drainage facilities.

Wastewater System Improvements

Authorized facilities include any and all on- and off-site backbone wastewater facilities designed to meet the needs of development of the project. These facilities include pipelines and all appurtenances thereto; manholes; tie-in to existing main line; force mains; lift stations; odor-control facilities; sewer treatment plant improvements and permitting related thereto; and related sewer system improvements, including but not limited to:

- All wastewater facilities in/associated with authorized facility roadways.

Solid Waste Improvements
Authorized facilities include any and all backbone solid waste improvements designed to meet the needs of development of the project. Eligible improvements also include the project's pro-rata contribution, as

described in the project DA, to the Sierra Vista Specific Plan (SVSP) Solid Waste Recycling Center (DA Section 3.26(iii)).

Park, Landscape Corridor and Paseo Improvements
Authorized facilities include any and all improvements to parks, landscape corridors and paseos located in the project, including but not limited to:

- Construction of Park Sites as identified by the Specific Plan.
- Construction of Paseos as identified by the Specific Plan.

Open Space Improvements

Authorized facilities include any and all open space improvements designed to meet the needs of development of the project, including bike trails, bike/pedestrian bridges, storm drain crossings, storm drain detention/retention, wetland mitigation, tree mitigation, on- and off-site hawk/raptor mitigation, agricultural mitigation or wetland mitigation, property acquisition, endowment payments for open space management, landscaping and irrigation, access gates and fencing, and related open space improvements, including but not limited to:

- Improvements as identified by the Specific Plan.
- Wetland creation mitigation, fencing, etc.

Utilities

Authorized facilities include any and all on- and off-site utility improvements designed to meet the needs of development of the project. All utility improvements, easement payments, and land acquisition not located under or alongside transportation improvements are considered authorized facilities. Authorized facilities also shall include costs related to the acquisition of the off-site electric substation site; site clearing; grading; street frontage improvements, including curbs, gutters, and paving; and construction of an all-weather access road to the site from the nearest public street or extension of temporary 12kV overhead lines as described in the project DA, including but not limited to:

- SVSP Electric Substation site acquisition, and improvements required by DA Section 3.11.3.
- Temporary overhead 12kV lines to loop SVSP substation to line in WRSP Phase 3 and 4.

Other Public Facilities

Authorized facilities includes any and all public facilities or infrastructure, including the project's pro-rata contribution to the land acquisition of the off-site fire station site, site clearing, grading, and street frontage improvements including curbs, gutters, and paving, including but not limited to:

- Fire Station site reimbursement obligations in DA Section 3.23.

Development Impact Fees

Authorized facilities include development impact fees paid and not otherwise reimbursed, whether standard City or County fees levied at the time of the issuance of a building permit or required as part of the DA for the property. Fees include, but are not limited to, the South Placer Regional Transportation

Authority Tier II Traffic Fee, City of Roseville City Wide Park Fee, City of Roseville Public Facilities Fee, and Public Benefit Fee (as defined in Section 3.14.3 of the DA for the property).

Formation, Administrative, and Incidental Expenses

In addition to the above facilities, other expenses incidental to the above and authorized by the Mello-Roos Community Facilities Act of 1982, including but not limited to: the cost of planning, permitting, and designing the facilities (including the cost of environmental evaluation, orthophotography, environmental remediation/mitigation, and preparation of an overarching Operation and Maintenance Plan for the City of Roseville Open Space Preserves); land acquisition and easement payments for the facilities; project management; construction staking; engineering studies and reports; utility relocation and demolition costs incidental to construction of the facilities, wetland/Species mitigation purchase; reimbursements to other areas for infrastructure facilities or planning serving development in the Project; Sierra Vista Specific Plan planning, legal, engineering, technical studies costs related to the facilities and any other expenses incidental to the construction, completion, and inspection of the facilities.
In addition, costs eligible to be financed by the CFD shall include all costs associated with the formation and ongoing administration of the CFD and issuance of bonds; determination of the amount of taxes and collection of taxes; inspection, plan check and other costs related to acceptance of the facilities by the City, payment of taxes; and any other costs incurred to carry out the authorized purposes of the CFD.

Authorized Services

The authorized services to be funded from the levy and collection of annual maintenance special taxes are the provision of public services, maintenance and operation related to any facilities authorized to be funded by the Project with a useful life of five or more years, including but not limited to performance by employees of functions and repair activities. Maintenance as used herein includes replacement and the creation and funding of a reserve fund to pay for replacement of such facilities. The maintenance special taxes shall only fund authorized services to the extent that they are in addition to those provided to land within the CFD prior to the creation of the CFD.
In addition, costs eligible to be financed by the CFD shall include all costs associated with the formation and ongoing administration of the CFD and issuance of bonds; determination of the amount of taxes and collection of taxes; inspection, plan check and other costs related to acceptance of the facilities by the City, payment of taxes; and any other costs incurred to carry out the authorized purposes of the CFD.

EXHIBIT C

FORM OF

NOTICE OF PUBLIC HEARING ON PROPOSED CITY OF ROSEVILLE
VILLAGES WEST COMMUNITY FACILITIES DISTRICT NO. 1 (Public Facilities)
AND FUTURE ANNEXATION AREA
CITY OF ROSEVILLE, PLACER COUNTY, CALIFORNIA

The City of Roseville is considering the formation of a community facilities district (the "CFD"), the designation of Improvement Area No. 1, and establish a future annexation area for the CFD (the "Future Annexation Area") under the authority of the Mello-Roos Community Facilities Act of 1982, as amended, to fund certain facilities related to new development within the City of Roseville, and to incur bonded indebtedness of the CFD.

This Notice contains a brief summary of the proposal, but you are referred to the City Council's Resolution of Intention of the City Council of the City of Roseville to Form a Community Facilities District, Designate an Improvement Area therein, Establish a Future Annexation Area, Provide for Additional Future Improvement Areas Therein, and to Authorize the Levy of a Special Tax therein to Finance Public Facilities and Public Services in and for Such Community Facilities District (No. 26-_____, adopted October 7, 2026) and its Resolution of The City Council of the City of Roseville of Intention to Incur Bonded Indebtedness to Finance the Acquisition and Construction of Certain Facilities in and for the City of Roseville Villages West Community Facilities District No. 1 (Public Facilities) and Improvement Areas Therein (No. 26-_____, adopted August 19, 2026) for details of the proposals.

The proposal is to subject the property within the CFD to a special tax which will be used to pay for authorized services and facilities within the CFD, including paying principal and interest on bonds used to build facilities. The proceeds of the bonds will be used to pay for the facilities and other expenses set forth in the resolutions referred to in the preceding paragraph. A map showing the land proposed to be included in the CFD is on file with the City Clerk.

Property within the Future Annexation Area may be annexed to Improvement Area No. 1, any other Improvement Area then-existing, or a new Improvement Area of the CFD, and a special tax will be levied on such property, only with the unanimous approval of the owner or owners of each parcel or parcels at the time that parcel or those parcels are annexed to the CFD, without additional hearings or proceedings.

As set forth below, the City Council will hold a public hearing on the establishment of the CFD, the designation of Improvement Area No. 1, and the establishment of the Future Annexation Area, the services and the facilities to be financed by the CFD, and the levy of the special tax within the CFD.

The proposal also includes authority to issue bonds to be repaid by the facilities portion of the special tax. The bonded indebtedness for the CFD is proposed in an amount not to exceed $176,000,000 (the "Authorization"), initially allocated as follows: (i) for Improvement Area No. 1, $34,000,000 and (ii) for the portion of the CFD that is not in Improvement Area No. 1, $142,000,000. Indebtedness subject to the Authorization shall only include indebtedness evidenced by bonds or notes and shall not include bonds described in Section 53364.2(e) of the Act. Neither the City of Roseville nor any person outside the CFD has any liability for the special

tax or the bonds. The security for the bonds is limited to the property subject to the special tax within the applicable Improvement Area of the CFD.

In order to confer the authority upon the City Council of the City of Roseville to levy the special tax and to issue the bonds, a public hearing must be held on the proposal, then the City Council will decide whether to form the CFD, and finally the qualified electors within the CFD must approve the proposal by a two-thirds vote. Where the CFD is uninhabited (as is the case here) the qualified electors are, pursuant to law, the owners of property within the CFD.

This is the notice of the public hearing. The public hearing will be held during the City Council meeting on October 7, 2026 at 6:00 p.m., or as soon thereafter as the matter may be heard, in the Roseville Civic Center Council Chambers located at 311 Vernon Street, Roseville, California 95678.

At the hearing, the testimony of all interested persons or potential special taxpayers for or against the formation of the CFD and the Future Annexation Area, the authorization to levy the special tax, and the authorization to issue the bonds will be heard.

If written protests against the proposed CFD are delivered to the City Clerk at or before the time set for the hearing by either registered voters residing within, or the owners of property within, the proposed CFD, they will be counted toward a possible majority protest. Such protests by a majority of the registered voters residing within the CFD or by the owners of a majority of the land area within CFD which is or will be subject to the special tax, if not withdrawn prior to the close of the hearing so as to reduce the value of the protests to less than a majority, will require the proposed CFD to be eliminated from immediate consideration, and prevent its being included in a subsequent proceeding for at least one year.

If written protests against the establishment of the proposed Future Annexation Area are delivered to the City Clerk at or before the time set for the hearing by either registered voters residing within, or the owners of property within, the proposed Future Annexation Area, they will be counted toward a possible majority protest. Such protests by a majority of the registered voters residing within the proposed Future Annexation Area or by the owners of a majority of the land area within the proposed Future Annexation Area which is or will be subject to the special tax when annexed to the CFD, if not withdrawn prior to the close of the hearing so as to reduce the value of the protests to less than a majority, the City Council shall take no further action to create the Future Annexation Area for a period of one year from the date of decision of the City Council.

If the City Council, after the public hearing, determines that a majority protest under Section 53324 of the California Government Code was not made at the hearing, the City Council may conduct an election by mailed ballot to levy a special tax within the CFD.

Questions should be directed to the undersigned, telephone (916) 774-5263.

Dated: _____, 2026

/s/ Carmen Avalos
Carmen Avalos, City Clerk
City of Roseville

CITY COUNCIL OF THE CITY OF ROSEVILLE

RESOLUTION NO. 26-320

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE OF INTENTION TO INCUR BONDED INDEBTEDNESS TO FINANCE THE ACQUISITION AND CONSTRUCTION OF CERTAIN FACILITIES IN AND FOR THE CITY OF ROSEVILLE VILLAGES WEST COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES) AND IMPROVEMENT AREAS THEREIN

WHEREAS, the City Council of the City of Roseville (the "City Council") has this date adopted its Resolution of Intention of the City Council of the City of Roseville to Form a Community Facilities District, Designate an Improvement Area Therein, Establish a Future Annexation Area, Provide for Additional Future Improvement Areas, and to Authorize the Levy of a Special Tax Therein to Finance Facilities and Public Services in and for Such Community Facilities District (the "Resolution of Intention"), stating its intention to form the City of Roseville Villages West Community Facilities District No. 1 (Public Facilities) (the "CFD"), "Improvement Area No. 1 of the City of Roseville Villages West Community Facilities District No. 1 (Public Facilities)" ("Improvement Area No. 1") therein, and a future annexation area for the CFD (the "Future Annexation Area") 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"), for the purpose of financing certain improvements (the "Facilities") and services, as further provided in that Resolution of Intention; and

WHEREAS, in order to finance the costs of the Facilities it is necessary to incur bonded indebtedness in one or more series for the CFD and to establish a bonded indebtedness limit for the CFD and a bonded indebtedness limit for Improvement Area No. 1 and any future improvement area ("Improvement Area") annexed from the Future Annexation Area ("Future Improvement Area"); and

WHEREAS, under the Act, parcels within the Future Annexation Area may be annexed into Improvement Area No. 1 of the CFD, any other then-existing Improvement Area, or a newly-designated separate Improvement Area to be designated at the time of such annexation, in each case only with the unanimous approval (each, a "Unanimous Approval") of the owner or owners of each parcel or parcels to be annexed at the time that parcel or those parcels are annexed, without any requirement for further public hearings or additional proceedings; and

WHEREAS, in order to finance the costs of the Facilities to be financed by an Improvement Area, it is necessary to incur bonded indebtedness in one or more series for the CFD, Improvement Area No. 1, and provide a means to establish a bonded indebtedness limit for Future Improvement Areas designated in the future from the Future Annexation Area; and

WHEREAS, Resolution No. 26-287 is hereby rescinded and superseded in its entirety by this Resolution.

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

1. The City Council declares and finds that in order to finance the acquisition and construction of Facilities described in the Resolution of Intention and to be financed by the CFD it is necessary to incur a bonded indebtedness for the CFD.

2. The purpose for which the proposed debt for the CFD is to be incurred is to provide the funds necessary to pay for the cost of Facilities authorized to be financed by the CFD.

3. In order to finance the costs of the Facilities, it is necessary for the City to incur bonded indebtedness for the CFD in an amount not to exceed $176,000,000 (the "Authorization"), initially allocated as follows: (i) for Improvement Area No. 1, $34,000,000 and (ii) for the portion of the CFD that is not in Improvement Area No. 1, $142,000,000 (the "Future Improvement Area Indebtedness Limit"). Indebtedness subject to the Authorization shall only include indebtedness evidenced by bonds or notes and shall not include bonds described in Section 53364.2(e) of the Act.

Upon designation of a parcel or parcels annexed into the CFD from the Future Annexation Are as a Future Improvement Area, the Unanimous Approval shall include an authorization to incur bonded indebtedness for such Future Improvement Area in a maximum amount which does not exceed the Future Improvement Area Indebtedness Limit net of the amount or amounts of the Future Improvement Area Indebtedness Limit previously established for an annexed Future Improvement Area, which limit shall be set forth in a Unanimous Approval. Such allocation may be made without any requirement for further public hearings, City Council action or other additional proceedings, and the City shall include the Unanimous Approval in the City records for the CFD. The amount of bond authorization allocated to a new Future Improvement Area that is not used may be reallocated back to the CFD for allocation to another new Future Improvement Area.

4. It is the intention of the City Council that any such bonds issued shall be made callable in accordance with the terms of the Act and as more specifically to be set forth in any resolution authorizing issuance of the bonds, and shall be issued in such series and bear interest payable semi-annually or in such other manner as the City Council shall determine, at a rate not to exceed the maximum rate of interest as may be authorized by applicable law at the time of sale of such bonds, and shall mature not to exceed 40 years from the date of the issuance thereof. Bonds may be issued for any Improvement Area and secured independently of any other improvement Area.

5. In the event any series of bonds issued under the Authorization is refunded to produce savings meeting the requirement of Section 53364.2 of the Act, all or a portion of the savings achieved through the issuance of refunding bonds may be used to finance Facilities insofar as the savings component provides capacity for bonded indebtedness in excess of that being refunded, and such additional bonded indebtedness shall not reduce and may exceed the amount of bonded indebtedness authorized herein. Similarly, in the event any series of bonds issued under an authorization of bonds for any Future Annexation Area is refunded to produce savings meeting the requirement of Section 53364.2 of the Act, all or a portion of the savings achieved through the issuance of such refunding bonds may be used to finance Facilities insofar as the savings component provides capacity for bonded indebtedness in excess of that being refunded, and such additional bonded indebtedness shall not reduce and may exceed the amount of bonded indebtedness authorized for such Improvement Area.

6. The City Council hereby sets Wednesday, October 7, 2026, at 6:00 p.m., at the City of Roseville Civic Center Council Chambers located at 311 Vernon Street, Roseville, California 95678, as the time and place for a hearing by the City Council on the proposed bond issue for Improvement Area No. 1. At that time and place any persons interested, including any persons owning property in the CFD, will be heard.

7. The City Clerk is hereby directed to cause notice of said public hearing to be given by one-time publication in a newspaper of general circulation circulated within the CFD and the Future Annexation Area. The publication of said notice shall be completed at least 7 days before the date herein set for said public hearing. Such notice shall be substantially in the form specified in Section 53346 of the Act, with the form summarizing the provisions hereof hereby specifically approved.

8. Resolution No. 26-287 is hereby rescinded and superseded in its entirety by this Resolution.

9. This Resolution shall take effect from and after its adoption.

* * * * * *

I hereby certify that the foregoing resolution was duly and regularly adopted by the City Council of the City of Roseville, California, at a regularly scheduled meeting thereof, held on the _____ day of _____, 2026 by the following vote of the City Council:

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

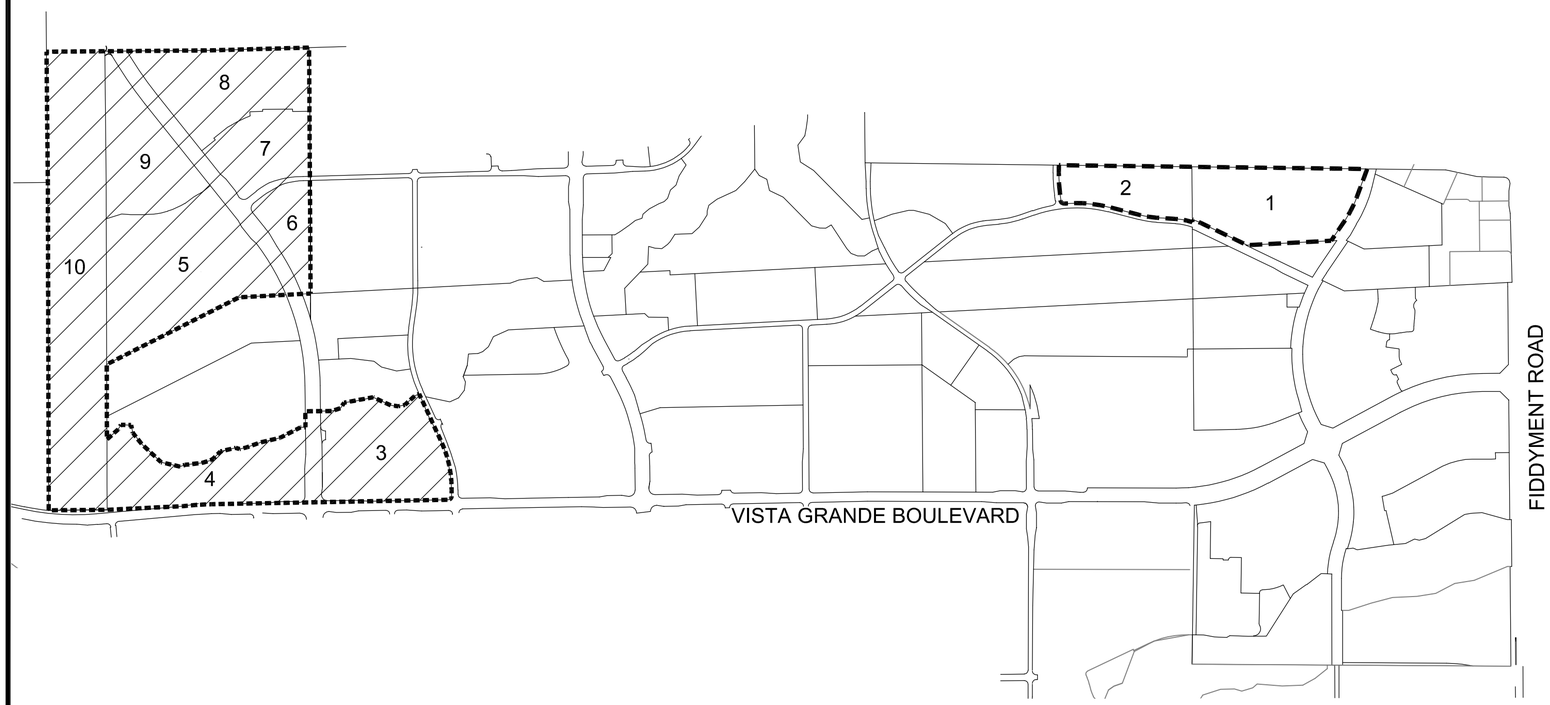
_____
Mayor

ATTEST:

_____
City Clerk of the City of Roseville

LABEL	APN	SVSP LOT NO.
1	498-010-026	JM-01
2	498-020-043	FD-07
3	498-020-021	FD-23
4	499-170-010	CO-03
5	499-170-006	CO-21
6	499-170-003	CO-22
7	499-170-020	CO-02
8	499-170-001 & 011	CO-01
9	499-170-004	CO-20
10	499-010-004	UR-92

Scale: 1"=800'



PROPOSED BOUNDARY OF CITY OF ROSEVILLE

VILLAGES WEST

COMMUNITY FACILITIES DISTRICT NO. 1
(PUBLIC FACILITIES)

BEING A PORTION OF SECTIONS 26, 27, 34, 35 & 36, T. 11 N. , R. 5 E., M.D.M.
CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA
SCALE: 1" = 800' SHEET 1 OF 1

LEGEND:

PROPOSED INITIAL CFD AND IMPROVEMENT AREA NO. 1 BOUNDARY

FUTURE ANNEXATION AREA BOUNDARY

1 LOT LABEL

CITY CLERK'S STATEMENT:

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA THIS _____ DAY OF _____, 2026.

_____
CARMEN AVALOS, CITY CLERK
CITY OF ROSEVILLE
PLACER COUNTY, CALIFORNIA

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF THE VILLAGES WEST COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES), CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF ROSEVILLE, AT A REGULAR MEETING THEREOF HELD ON THE ____ DAY OF _____, 2026, BY ITS RESOLUTION NUMBER. _____.

_____
CARMEN AVALOS, CITY CLERK
CITY OF ROSEVILLE
PLACER COUNTY, CALIFORNIA

RECORDER'S STATEMENT:

FILED THIS _____ DAY OF _____, 2026, AT THE HOUR OF _____ O'CLOCK, __.M.,

IN BOOK _____ OF MAPS OF COMMUNITY FACILITIES DISTRICT, AT PAGE _____,

IN THE OFFICE OF THE RECORDER OF THE COUNTY OF PLACER, STATE OF CALIFORNIA.

DOC NO._____

RYAN RONCO
PLACER COUNTY RECORDER

FEE: _____

BY:_____
DEPUTY

MAP PREPARED BY: JUNE, 2026

BAKER-WILLIAMS ENGINEERING GROUP
Engineering / Surveying / Land Planning / Entitlement Processing / GPS Services
6939 Sunrise Boulevard, Suite 112 • Citrus Heights, California 95610-3153
(916) 331-4336 ~ fax (916) 331-4430 ~ office@bwengineers.com ~ www.bwengineers.com

SHEET 1 OF 1

City Council Communication

Meeting Date: 8/19/2026
Item #: VI.11
File #: 0800-02
Item ID: 2026-632

Title:	Second Reading - Roseville Municipal Code Addition - Administrative Remedies Procedure for Challenges to Fees, Charges, and Assessments
Contact:	Archana Wagley, My Tien Doan 916-746-1704, 916-774-5472 aswagley@roseville.ca.us, mtdoan@roseville.ca.us

SUMMARY

Staff recommends that the City Council approve an ordinance for second reading adding Chapter 14.05 of Title 14 of the Roseville Municipal Code regarding administrative remedies procedures for challenges to property-related fees, charges, and assessments.

RECOMMENDATION

Staff recommends that the City Council introduce for second reading an ordinance adding Chapter 14.05 of Title 14 of the Roseville Municipal Code regarding administrative remedies procedures for challenges to property-related fees, charges, and assessments.

BACKGROUND

Article XIII D, Section 6 of the California Constitution, more commonly known as Proposition 218, created procedural and substantive limitations on the ability of a local agency to levy assessments and property-related fees and charges. For example, property-related fees cannot exceed the proportional cost of providing the service, and the revenues generated from such fees cannot exceed the total cost of service or be used for an unrelated purpose. When a local agency is considering setting new rates, Prop 218 requires, among other things, notice, hearing, and protest procedures, depending on the character of the assessment, fee, or charge.

AB 2257, enacted in 2024, allows local agencies to adopt an optional 'exhaustion of administrative remedies' process for challenges to certain local agency fees, specifically property-related water and sewer fees and assessments governed by Prop 218. The process is summarized as follows:

- The local agency must make the proposed rates available at least 45 days prior to the deadline for a property owner to submit objections, and provide notice of the administrative remedy procedure in a public hearing notice.
- The local agency must post evidence supporting the rates on the agency's website, and mail it to a property owner upon request.
- The local agency must provide property owners with a minimum of 45 days in which to submit a written objection alleging noncompliance with Proposition 218.
- The local agency must respond in writing to each written objection prior to the close of the public hearing during which the agency considers adopting the fee or assessment in question.

If a local agency complies with the above requirements, a person or entity may only bring a judicial action or proceeding alleging noncompliance with Prop 218 after that person or entity has timely submitted to the local agency a written objection to that fee or assessment. AB 2257 also limits any litigation to the

administrative record of the public hearing.

FISCAL IMPACT
There is no fiscal impact associated with the proposed Ordinance.

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

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS
5. Support community engagement and advocacy
6. Deliver exceptional City services

Respectfully Submitted,
Archana Wagley, EU Business Services Manager
My Tien Doan, Deputy City Attorney

Sean Bigley, Environmental Utilities Director

ATTACHMENTS:
1. Ordinance 7096

REVIEWERS:

Katrina Six, City Clerk Department	Created/Initiated - 8/4/2026
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 8/5/2026
Michelle Sheidenberger, City Attorney Department	Approved - 8/5/2026
Katrina Six, City Clerk Department	Final Approval - 8/6/2026

ORDINANCE NO. 7096

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE ADDING CHAPTER 14.05 OF TITLE 14 OF THE ROSEVILLE MUNICIPAL CODE REGARDING ADMINISTRATIVE REMEDIES PROCEDURE FOR CHALLENGES TO FEES, CHARGES, AND ASSESSMENTS

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. Chapter 14.05 is hereby added to Title 14 of the Roseville Municipal Code to read as follows:

Chapter 14.05
ADMINISTRATIVE REMEDIES PROCEDURE FOR CHALLENGES TO FEES, CHARGES, AND ASSESSMENTS

Sections:

14.05.010 Scope.

14.05.020 Duty to exhaust issues.

14.05.030 Procedures.

14.05.040 City responses; Council consideration.

14.05.050 City council determinations.

14.05.060 Severability.

Section 14.05.010 Scope.

The duty to exhaust administrative remedies imposed by this chapter extends to:

A. Any fee or charge subject to Article XIII D of the California Constitution;

B. Any assessment on real property levied by the city; and

C. The methodology used to develop and levy such a fee, charge, or assessment.

Section 14.05.020 Duty to exhaust issues.

No person may bring a judicial action or proceeding alleging noncompliance with the California Constitution or other applicable law for any new, increased, or extended fee, charge, or assessment levied by the city, unless that person submitted to the city clerk a

timely, written objection to that fee, charge, or assessment specifying the grounds for alleging noncompliance. The issues raised in any such action or proceeding shall be limited to those raised in such an objection unless a court finds the issue could not have been raised in such an objection by those exercising reasonable diligence.

Section 14.05.030 Procedures.

The city shall:

A. Make available to the public any proposed fee, charge, or assessment to which this chapter applies no less than forty-five (45) calendar days before the deadline for a ratepayer or assessed property owner to submit an objection pursuant to Section 14.05.030(D).

B. Post on its internet website a written basis for the proposed fee, charge, or assessment, such as a cost-of-service analysis or an engineer's report.

C. Mail the written basis described in Section 14.05.030(B) to a ratepayer or property owner upon request.

D. Provide at least forty-five (45) calendar days for a ratepayer or assessed property owner to review the proposed fee, charge, or assessment and to timely submit to the city clerk a written objection to that fee, charge, or assessment that specifies the grounds for alleging noncompliance. Any objection shall be submitted before the end of the public comment portion of a hearing on the fee, charge, or assessment.

E. Include in a written notice of the hearing the following, including, but not limited to, a notice pursuant to California Constitution, Article XIII D, Section 4(c) or Section 6(a)(1):

1. A link to the written basis posted on the city's internet website described in Section 14.05.030(B).
2. All substantive and procedural requirements for submitting an objection to the proposed fee, charge, or assessment such as those specified for a property-related fee under California Constitution, Article XIII D, Section 6(a) or for an assessment on real property under California Constitution, Article XIII D, Section 4(e).
3. A prominently displayed statement that:
    a. All written objections must be submitted to the city clerk by the end of the public comment period at the hearing; and
    b. A failure to timely object in writing bars any right to challenge that fee, charge, or assessment in court and that any such action or proceeding will be limited to issues identified in such objections.

Section 14.05.040 City responses; Council consideration.

Before or during the hearing, the city shall respond in writing to any timely written objections and the city council shall consider such objections and responses before the end of the hearing. The city council may adjourn the hearing to another date if necessary

to respond to comments received after the agenda is posted for the meeting at which the hearing occurs. The city's responses shall explain the substantive basis for retaining or altering the proposed fee, charge, or assessment in response to written objections, including any reasons to reject requested amendments.

Section 14.05.050 City council determinations.

The city council, in exercising its legislative discretion, shall determine any of the following:

A. Whether the written objections and the city's response warrant clarifications to the proposed fee, charge, or assessment.

B. Whether to reduce the proposed fee, charge or assessment.

C. Whether to further review the proposed fee, charge, or assessment before making a determination on whether a clarification or reduction to the proposed fee, charge, or assessment is needed.

D. Whether to proceed with the hearing, to continue it, or to abandon the proposal.

Section 14.05.060 Severability.

The provisions of this chapter are hereby declared to be severable. If any provisions, sentence, clause, word, or paragraph of this chapter or the application thereof to any person, establishment, or circumstance shall be held unconstitutional, unlawful, or otherwise invalid by a court of competent jurisdiction or preempted by state legislation, such decision or legislation shall not affect the validity or application of the remaining portion of this chapter.

SECTION 2. The City Clerk is hereby authorized and directed to cause this ordinance to be published in full at least once within fourteen (14) days after it is adopted in a newspaper of general circulation in the City, or shall within fourteen (14) days after its adoption cause this ordinance to be posted in full in at least three (3) public places in the City and enter in the Ordinance Book a certificate stating the time and place of said publication by posting.

PASSED AND ADOPTED by the Council of the City of Roseville this ___ day of _____, 2026, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____

City Clerk

City Council Communication

Meeting Date: 8/19/2026
Item #: VI.12
File #: 0800-02
Item ID: 2026-651

Title:	Second Reading - Water and Local Wastewater Connection Fees, Solid Waste Impact Fee, and Non-Exclusive Franchise Hauler Permit Fee Adjustments - Roseville Municipal Code Update
Contact:	Archana Wagley 916-746-1704 aswagley@roseville.ca.us

SUMMARY

Staff recommends adopting an ordinance for second reading amending Section 9.12.100 of Chapter 9.12 of Title 9 of the Roseville Municipal Code regarding Health and Safety – Solid waste impact fee, Section 9.17.040 of Chapter 9.17 of Title 9 of the Roseville Municipal Code regarding Franchise term and franchise fee, Sections 14.08.025 and 14.08.026 of Chapter 14.08 of Title 14 of the Roseville Municipal Code regarding Water connection and Standard connection fees, and Section 14.16.060 of Chapter 14.16 of Title 14 of the Roseville Municipal Code regarding Local sewer connection fee.

RECOMMENDATION

Introduce for second reading an ordinance amending Section 9.12.100 of Chapter 9.12 of Title 9 of the Roseville Municipal Code regarding Health and Safety – Solid waste impact fee, Section 9.17.040 of Chapter 9.17 of Title 9 of the Roseville Municipal Code regarding Franchise term and franchise fee, Sections 14.08.025 and 14.08.026 of Chapter 14.08 of Title 14 of the Roseville Municipal Code regarding Water connection and Standard connection fees, and Section 14.16.060 of Chapter 14.16 of Title 14 of the Roseville Municipal Code regarding Local sewer connection fee.

BACKGROUND

Environmental Utilities periodically reviews and updates connection and capacity fees to support a thriving economy and ensure new development contributes its fair share. These fees, paid by developers (not by utility customers), provide the funding to support essential infrastructure expansions necessary to accommodate ongoing growth. Regular fee updates help to maintain system reliability, reflect the true cost of service expansion, and support a well-planned, resilient community.

Water and Local Wastewater Connection Fees

In February 2024, Environmental Utilities issued a request for proposal #08-129 — Water and Wastewater Capacity/Connection Fee Update and Nexus Study designed to provide a comprehensive analysis of its Water and Local Wastewater Capacity/Connection Fees, including current and future impacts to ongoing and one-time costs and revenues. Raftelis Financial Consultants, Inc. was awarded the professional services agreement.

As outlined in Roseville Municipal Code Section 14.08.025, water connection fees shall be collected for the cost of expansion of the raw water supply, water treatment, storage, and distribution facilities from those who receive the benefit thereof. These fees are assessed on all new development to obtain the necessary revenue to construct the capital facilities necessary to support and serve the

increased water system demands imposed by new growth.

The study found that the proportion of water used by medium density residential (MDR) and high density residential (HDR) changed, which has implications for the administration of these fees. The equivalent dwelling unit (EDU) shall be one EDU if zoned low density residential; 56.3 percent (down from 60 percent) of the cost of one EDU for each dwelling unit if zoned medium density residential; and 55 percent (up from 40 percent) of the cost of one EDU for each dwelling unit if zoned high density residential.
While the Raftelis Water and Wastewater Capacity/Connection Fee report refers to the 'Local Wastewater Capacity Fee', this term has the same meaning as the 'Local Sewer Connection Fee' as defined in the Roseville Municipal Code. Local wastewater connection fees are for necessary capital expenditures associated with the City's local collection and conveyance system that transport sanitary sewage flows to the City's two wastewater treatment plants.

The recommended water connection fees, effective October 19, 2026 (with an additional increase of $791 for High Density Residential effective July 1, 2027), include the following revisions:

- **Low Density Residential:** adjustment from the current adopted fee of $9,363 per equivalent dwelling unit (EDU) (currently $13,069 after annual 3 percent inflationary adjustments) to $12,388 per EDU.
- **Medium Density Residential:** adjustment from the current adopted fee of $5,618 per EDU (currently $7,842 after annual 3 percent inflationary adjustments) to $6,970 per EDU.
- **High Density Residential:** adjustment from the current adopted fee of $3,636 per EDU (currently $5,226 after annual 3 percent inflationary adjustments) to $6,808 per EDU, however after input at first reading City Council meeting on August 5, 2026, this amount will be phased in 50% ($791.00) on October 19, 2026 and the remaining 50% ($791.00) on July 1, 2027.
- **Nonresidential:** adjustment from the current adopted fee of $9,363 per EDU (currently $13,069 after annual 3 percent inflationary adjustments) to $12,388 per EDU.

The recommended local wastewater connection fee for new wastewater system connections will be adjusted effective October 19, 2026, from the current adopted fee of $363 per sewer unit (currently $466 after annual Construction Cost Index inflationary adjustments) to $817 per sewer unit.

The recommended water and local wastewater connection fee charges are summarized below.

Category	Current Per Equivalent Dwelling Unit (EDU) Proportion	Current FY2026-27	Proposed Per Equivalent Dwelling Unit (EDU) Proportion	Proposed FY2026-27 (10/19/26)	Proposed FY2027-28 (7/1/27)
Water Connection Fee (Low Density Residential)	100%	$13,069	100%	$12,388	
Water Connection Fee (Medium Density Residential)	60%	$7,842	56.3%	$6,970	

Water Connection Fee (High Density Residential)	40%	$5,226	55.0%	$6,017	+$791
Water Connection Fee (Commercial and Irrigation ¾")	100%	$13,069	100%	$12,388	
Local Wastewater Connection Fee	100%	$466	100%	$817	

Solid Waste Impact Fees and Non-Exclusive Franchise Hauler Permit Fees

In February 2024, Environmental Utilities issued a request for proposal #08-130 - Solid Waste Connection Impact Fee Update with Nexus Study and Non-Exclusive Franchise Hauler Fee Update designed to update fee frameworks in alignment with regulations, considering both current and future influences on costs and revenues through comprehensive fee analysis. R3 Consulting Group, Inc. was awarded the professional services agreement.

Solid Waste Impact Fee

The Solid Waste (Waste Services) Impact Fee is collected for the cost of necessary solid waste collection vehicles and equipment required for servicing new developments, allocating costs proportionately to different development types. The City charges developers residential and commercial solid waste development fees to finance the City's Solid Waste Capital Purchase Fund.

These fees are intended to pay for the cost of solid waste collection capital expenses associated with each new residential and commercial property (i.e., vehicles, carts, containers, and post-collection capital expense) and are held in the Solid Waste Capital Purchase Fund.

The recommended adjustments, effective October 19, 2026, to the Solid Waste Impact Fee include:

- **Single-family residential dwelling unit (less than 10,000 ft2):** fee increase from $410 to $417.
- **Single-family residential dwelling unit (10,000 ft2 or more):** fee increase from $410 to $582.
- **Commercial/industrial development:** fee increase from $0.34 per square foot to $0.36 per square foot.

Multi-Family Solid Waste Development Fee Change in Methodology

The factors considered in changing these fees were the type of container used to store solid waste at the property, and the type of vehicle used to collect solid waste from the property. Based on these factors, single family units, which use plastic carts for storage and side load vehicles for collection, were segregated into one class, while multi-family and commercial units, which use metal bins for storage and front-end load vehicles for collection, were combined into a second class.

The current multi-family development fee is $139 per multi-family unit. R3 followed the same methodology for commercial accounts using data from sample (representative) multi-family accounts provided by the City. That analysis found that the waste generation rate per square foot of multi-family development is 0.00026 cubic yards, which equates to a multi-family development fee of $0.21 per square foot.

The recommended Waste Services impact fee charges will be adjusted annually based on the Construction Cost Index (CCI), effective July 1, 2027. A summary of the recommended fee updates is provided below.

Category	FY2026-27 (Current)	FY2026-27 (10/19/26)
Single-family residential unit less than 10,000 ft^2	$410 per Unit	$417 per Unit
Single-family residential unit 10,000 ft^2 or more	$410 per Unit	$582 per Unit
Commercial development	$0.34 per Square Foot	$0.36 per Square Foot
Multi-Family development	$139 per Unit	$0.21 per Square Foot

Waste Services Non-Exclusive Franchise Hauler Permit Fees

The City allows any private hauling company to perform operations within the City so long as a biennial application/renewal fee and a monthly tonnage fee is paid to the City. These collections are irregular and non-scheduled, based on individual customer demand. Additionally, this is exclusively for construction and demolition waste (municipal garbage, recyclables, and organic waste is not collected by Non-Exclusive Franchise (NEF) Haulers).

Per the NEF Haulers' permits, the NEF Haulers are to pay franchise fees to the City to cover the costs incurred by the City in managing, administering, enforcing, and supplementing the services provided in the NEF hauling operations, as well as the charge for the use of the public right-of-way for the special and lasting access to use it for set-out and collection of solid waste containers, and pavement impacts.

R3 reviewed and analyzed information provided by the City pertaining to the City's costs. Using that information, R3 calculated the proportionate amounts necessary to cover the City's costs, including staffing and other costs of providing sanitation service.

The recommended Non-Exclusive Franchise Hauler Permit Fees include an adjustment from $6.88 to $10.60, from October 19, 2026, to June 30, 2027, for every ton of refuse collected and disposed of within the city. Thereafter, the fee will increase to $12.40 from July 1, 2027. The fees are summarized below and are reasonably related to the City's costs of managing and administering Non-Exclusive Franchise hauling operations.

Two (2) Year Incremental Adjustment of Franchise Fee to Maximum Calculated

Category	FY2026-27 (Current)	FY2026-27 (10/1/2026)	FY2027-28
NEF Hauler Franchise Fee (per ton)	$6.88	$10.60	$12.40

Approval of the recommended adjustments fulfills the legal requirement to update the studies at

least every eight years (California Government Code 66016.5). Second, it aligns with the City's General Plan and the appropriate level of funding necessary to support current and future capacity demands.

STAKEHOLDER OUTREACH

Staff presented the proposed waste services impact fee and non-exclusive franchise hauler permit fees to the Public Utility Commission in March 2025, followed by the proposed water and local wastewater connection fee adjustments in June 2026. The Commission recommended that the City Council conduct a public hearing and approve the proposed adjustments. Staff also conducted stakeholder outreach to the North State Building Industry Association through workshops held in March 2025 and May 2026. A letter from the North State Building Industry Association was received after the agenda was posted for the first reading, requesting a phased in approach to the local water connection fee for High Density Residential. At the August 5, 2026 City Council meeting a discussion was held on this request and ultimately a 50-50 2 year phased in approach for the High Density Residential was approved by City Council with the fee going up $791 effective October 19, 2026, and then another $791 (plus normal inflationary adjustment) on July 1, 2027.

FISCAL IMPACT

The proposed fee adjustment to the Local Wastewater Connection Fees, and the Solid Waste Impact Fee will align with the projected new residential and nonresidential development in the City. Sufficient funds will be available to support Capital Improvement expenditures needed to serve new development. The proposed fee adjustments will result in estimated $552,000 revenue increase for Wastewater Construction Fund, and $22,000 revenue increase for Waste Services Capital Purchases Fund for FY2026-27. The two-year 50-50 phase-in water connection fee adjustment for HDR and multi-family units will result in the estimated revenue loss of $352,000 in the three-year period for the Water Construction Fund. There is no impact to operations funds (rates) as a result of this action.

The Non-Exclusive Franchise Hauler Permit Fee will increase Waste Services Operations Fund revenue by approximately $47,000 which offsets expenditures related to NEF hauling operations.

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.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

2. Remain fiscally responsible in a changing world
4. Invest in well-planned infrastructure and growth

Respectfully Submitted,
Archana Wagley, EU Business Services Manager

Sean Bigley, Environmental Utilities Director

ATTACHMENTS:

1. Ordinance 7095

REVIEWERS:

Joseph Barrow, Environmental Utilities Department	Created/Initiated - 8/4/2026
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 8/5/2026
Michelle Sheidenberger, City Attorney Department	Approved - 8/6/2026
Katrina Six, City Clerk Department	Final Approval - 8/10/2026

ORDINANCE NO. 7095

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTION 9.12.100 OF CHAPTER 9.12 OF TITLE 9 OF THE ROSEVILLE MUNICIPAL CODE REGARDING HEALTH AND SAFETY – SOLID WASTE IMPACT FEE, SECTION 9.17.040 OF CHAPTER 9.17 OF TITLE 9 OF THE ROSEVILLE MUNICIPAL CODE REGARDING FRANCHISE TERM AND FRANCISE FEE, SECTIONS 14.08.025 AND 14.08.026 OF CHAPTER 14.08 OF TITLE 14 OF THE ROSEVILLE MUNICIPAL CODE REGARDING WATER CONNECTION AND STANDARD CONNECTION FEES, AND SECTION 14.16.060 OF CHAPTER 14.16 OF TITLE 14 OF THE ROSEVILLE MUNICIPAL CODE REGARDING LOCAL SEWER CONNECTION FEE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. Section 9.12.100 of Chapter 9.12 of Title 9 of the Roseville Municipal Code is hereby amended to read as shown on Attachment "A".

SECTION 2. Section 9.17.040 of Chapter 9.17 of Title 9 of the Roseville Municipal Code is hereby amended to read as shown on Attachment "B".

SECTION 3. Section 14.08.025 and Section 14.08.026 of Chapter 14.08 of Title 14 of the Roseville Municipal Code is hereby amended to read as shown on Attachment "C".

SECTION 4. Section 14.16.060 of Chapter 14.16 of Title 14 of the Roseville Municipal Code is hereby amended to read as shown on Attachment "D".

SECTION 5. This ordinance shall be effective at the expiration of sixty (60) days from the date of adoption.

SECTION 6. The City Clerk is hereby directed to cause this ordinance to be published in full at least once within fourteen (14) days after it is adopted in a newspaper of general circulation in the City, or shall within fourteen (14) days after its adoption cause this ordinance to be posted in full in at least three (3) public places in the City and enter in the Ordinance Book a certificate stating the time and place of said publication by posting.

PASSED AND ADOPTED by the Council of the City of Roseville this ___ day of _____, 2026, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

§ 9.12.100. Solid waste impact fee.

A. Solid Waste Impact Fee Established. Each single-family waste generator and commercial waste generator serviced by city-owned containers collection pursuant to this chapter shall pay a solid waste impact fee upon issuance of a building permit as described below. The fee is based on a "Study" (Development Fee Update), which is attached to the council communication, dated March 13, 2025, entitled "Development Fee Update." Containers shall be delivered upon issuance of a certificate of occupancy for the unit/development by the chief building inspector.

1. Noncommercial.

    a. Single-family residential dwelling unit: $417.00 per unit of less than 10,000 ft^2 and $582 per unit of 10,000 ft^2 or greater.

    b. Multifamily residential dwelling unit: $0.21 per square foot.

2. Commercial/industrial development: $0.36 per square foot.

The above fees will be effective October 19, 2026.

The Construction Cost Index (CCI) inflationary fee adjustment shall become effective July 1, 2027. The fee established by this chapter shall be adjusted annually July 1st beginning on July 1, 2027, by a percentage equal to the adjustment rate for the prior year for construction costs as determined by the director in the preceding June. The director's determination shall be based upon averaging the Construction Cost Index (CCI) for 20 cities and for San Francisco, as published in the Engineering News Record publication for the preceding 12 months ending in May.

B. Ownership. The city shall retain ownership of the containers. Persons owning or renting property served by such containers are responsible for the security of the containers. In the event of fire, theft, or other disappearance of container from the property a replacement container will be obtained from the city upon payment of the fee established in subsection A of this section. Persons owning or renting property served by such containers shall, upon vacating the premises, leave the primary container for the next occupant in a secure location upon the premises. Persons who have ordered an extra container shall, upon vacating the premises, call the city to have the extra container removed. Persons owning or renting property served by such containers are responsible for the appearance and cleanliness of the container.

C. Replacement Containers. A replacement container may be obtained upon payment of the fee established in subsection A of this section. Replacement of a container no longer usable due to normal wear shall not be subject to a replacement fee.

§ 9.17.040. Franchise term and franchise fee.

A franchise for refuse hauling shall be for a term of two years. In addition to a franchise application fee, each franchise shall be required to pay a franchise fee of $10.60 from October 19, 2026, to June 30, 2027, to the city for every ton of refuse collected and disposed of within the city. Thereafter, the fee will increase to $12.40 from July 1, 2027. The franchise fee shall be assessed based on the monthly reports required in Section 9.17.080, and shall be paid monthly by the franchisee.

A franchise may be renewed for one or more additional periods aggregating not more than two years, upon the recommendation of the director. Any person holding a franchise for refuse hauling shall obtain, provide and continuously maintain a city business license, and shall obtain, provide and continuously maintain insurance pursuant to city insurance requirements as set forth in Section 9.17.110.

If franchise fees are not paid by the franchisee at the times required by this section, then in addition to the franchise fees, the franchisee shall pay a late payment charge in an amount equal to two percent of the franchise fee that is due, plus interest equal to one and one-half percent per month of the entire balance due until paid in full.

§ 14.08.025. Water connection fees.

A. In order that appropriate provision be made for sharing the costs of the maintenance and expansion of the raw water supply, water treatment, storage, and distribution facilities of the city by those who receive the benefits thereof, there are established connection fees to such facilities, which fees shall be imposed in addition to the service connection costs charged pursuant to Section 14.08.020. Such additional water connection fees include a "standard connection fee" and an "irrigation connection fee." The fees shall be set so that they are equal to, but not greater than, the cost of service.

B. The water connection fees shall be based upon the applicable "dwelling unit equivalent" ("DUE") and density assignment. The fee for one DUE shall be $12,388.00 (per LDR unit), $6,970.00 (per MDR unit), and $12,388.00 (per nonresidential unit) on October 19, 2026. The fee for one DUE shall be $6,017.00 (per HDR unit) on October 19, 2026, and thereafter increase by $791.00 on July 1, 2027 (plus the amount listed in Section C below).

C. The connection fee amount set forth above shall be adjusted annually on July 1st of each year by three percent or by a percentage equal to the inflation rate for the prior year for construction costs as determined by the environmental utilities director in the preceding June, whichever is greater. The director's determination of the percentage equal to the inflation rate for the prior year for construction costs shall be based upon the Engineering News Record, Construction Cost Index for the prior 12 months ending in May. The environmental utilities director shall report the amount of the adjustment in percentage terms and the dollar amount due per DUE to the city council annually at the first regular meeting of the council following the adjustment of the fee.

D. Except as otherwise provided, all water connection fees established by this chapter shall be payable upon issuance of a building permit. Connection fees will be determined using the amount in effect on the date of building permit issuance.

§ 14.08.026. Standard connection fee.

A. The standard connection fee for various types of service and applicable DUEs are based upon water service sizes required by the Uniform Plumbing Code and DUEs as shown in Section 14.08.029 for nonresidential connections and upon large lot use density categories for residential connections as defined herein. The standard connection fee shall be calculated as follows:

For all dwellings, as defined in Roseville Municipal Code Section 19.08.080(F), the connection fee shall be based upon the large lot land use density as defined within the Land Use Element of the city's general plan, the water service size as required by the Uniform Plumbing Code, and the equivalent DUEs as shown in Section 14.08.029. The minimum connection fee shall be based on a three-quarter-inch service size and the equivalent dwelling unit shall be one DUE if zoned low density residential; 56.3 percent

of the cost of one DUE for each dwelling unit if zoned medium density residential; and, 55.0 percent of the costs of one DUE for each dwelling unit if zoned high density residential. Fees shall not be based on the size of the master meter to a multifamily dwelling. Multifamily dwellings shall also pay an irrigation connection fee.

B. For all dwellings, as defined in Roseville Municipal Code Section 19.08.080(F), as may be amended from time to time, that require automatic fire protection systems pursuant to Roseville Municipal Code Section 16.16.110, as may be amended from time to time, the increased service size will not be assessed an additional fee associated with the fire protection system requirement. Connection fees shall be based on a three-quarter inch service size and the equivalent dwelling units required by subsection A without consideration for any fire protection system required by Roseville Municipal Code Section 16.16.110, as may be amended from time to time.

C. No additional water connection fee shall be charged for facilities located within a multifamily dwelling complex that are appurtenant to the general function of the multifamily dwelling complex. Such facilities include, but shall not be limited to, community centers, recreational centers, rental offices, maintenance offices and fire systems.

D. Pursuant to the fee policy identified in Roseville Municipal Code Section 19.60.100, as may be amended from time to time, no water connection fee shall be charged for accessory dwelling units developed within existing structures.

ATTACHMENT “D”

§ 14.16.060. Local sewer connection fee.

A. A local sewer connection fee shall be charged in accordance with Section 14.16.010 for each connection to the city-owned public sewer.

B. The local sewer connection fee shall be $817.00 per sewer unit on October 19, 2026.

C. The Construction Cost Index (CCI) inflationary fee adjustment shall become effective July 1, 2027. The fee established by this chapter shall be adjusted annually July 1st beginning on July 1, 2027 by a percentage equal to the adjustment rate for the prior year for construction costs as determined by the director in the preceding June. The director's determination shall be based upon averaging the Construction Cost Index (CCI) for 20 cities and for San Francisco, as published in the Engineering News Record publication for the preceding 12 months ending in May. The resultant fee shall be rounded to the nearest dollar figure.

City Council Communication

Meeting Date: 8/19/2026
Item #: VI.13
File #: 0102-16 & 0201-01
Item ID: 2026-647

Title:	Council Discretionary Funds - Budget Adjustment
Contact:	Amy Ruiz 916-746-1362 aruiz@roseville.ca.us

SUMMARY

Staff recommends approval of a budget adjustment in the amount of $2,522 to carry forward unappropriated FY2025-26 Discretionary Funds for use in FY2026-27.

RECOMMENDATION

Staff recommends that the City Council adopt an ordinance approving a budget adjustment in the amount of $2,522 to carry forward unappropriated FY2025-26 Discretionary Funds for use in FY2026-27.

BACKGROUND

The Citizens' Benefit Fund was established in 1993 with the net proceeds from the sale of the Roseville Hospital. The City Council may, after receiving the recommendation of the Roseville Grants Advisory Commission, annually appropriate up to 90 percent of the annual earnings of the Citizens' Benefit Fund for the purpose of improving the quality of life for the citizens of the City of Roseville. The City Council, without the recommendation of the Roseville Grants Advisory Commission, may annually appropriate a minor amount up to $15,000 of the annual earnings for the purpose of improving the quality of life in Roseville.

The City's fiscal year ended on June 30, 2026, at which time the remaining balance was $2,522.

Per section 4.06.040 of the Roseville Municipal Code, the unappropriated amount will be carried forward to subsequent fiscal years. Doing so will allow Council greater flexibility on discretionary requests received in FY2026-27. Carrying forward the unspent $2,522 will increase the Council Discretionary Funds from $15,000 to $17,522. The method to process the carry-over is the standard budget adjustment request form.

FISCAL IMPACT

There is no fiscal impact to the City's General Fund. Annually, the Assistant City Manager/Chief Financial Officer allocates $15,000 of the annual earnings on the Citizens' Benefit Fund per section 4.06.040 in the Municipal Code and includes it in the annual budget along with the Citizens' Benefit Fund resources available for appropriation each year. These earnings are restricted for the purpose of improving the quality of life for Roseville residents and appropriated by the City Council. The balance remaining in the Council's Discretionary Funds for FY2025-26 is $2,522. Carrying forward the unspent $2,522 will increase the Council Discretionary Funds from $15,000 to $17,522.

ENVIRONMENTAL REVIEW

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

budget adjustment meets the above criteria and is not subject to CEQA. No additional environmental review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

5. Support community engagement and advocacy

Respectfully Submitted,
Amy Ruiz, Executive Assistant

Dominick Casey, City Manager

ATTACHMENTS:

1. Ordinance 7098

REVIEWERS:

Amy Ruiz, City Manager Department - City Manager	Created/Initiated - 7/17/2026
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 8/5/2026
Kelly Aye, City Attorney Department	Approved - 8/10/2026
Katrina Six, City Clerk Department	Approved - 8/10/2026
Michelle Sheidenberger, City Attorney Department	Approved - 8/10/2026
Katrina Six, City Clerk Department	Final Approval - 8/10/2026

ORDINANCE NO. 7098

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2026-27 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 2026-27, is hereby amended as listed on the attached budget adjustment to carry forward unappropriated Council Discretionary Funds.

SECTION 2. This ordinance is hereby declared to be an appropriation measure, immediately effective pursuant to the provisions of Section 5.03 of the Charter.

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

PASSED AND ADOPTED by the Council of the City of Roseville, this _____day of_____, 2026, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

REQUEST FOR BUDGET ADJUSTMENT

Updated 07/14/2026

Please complete the cells highlighted in yellow.

REQUESTER NAME & TITLE:	Amy Ruiz, Sr. Executive Assistant	FISCAL YEAR:	2026-27
PREPARER NAME & TITLE:	Amy Ruiz, Sr. Executive Assistant	ORDINANCE:	
DEPARTMENT/DIVISION:	City Manager		

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
3901	5570	54091		2,522	Council Discretionary Funds FY26 to FY27 balance carry forward (Function - 30504)
EXPENDITURES/EXPENSES/TRANSFERS OUT TOTAL				2,522	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
REVENUES/TRANSFERS IN TOTAL				-	

NET ADJUSTMENT	2,522	

FUND BALANCE

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project		
3901	3601	00000	000000	(2,522)	Decrease Citizens Benefit Fund Fund Balance
	3601	00000	000000		
	3601	00000	000000		
	3601	00000	000000		
	3601	00000	000000		
	3601	00000	000000		
FUND BALANCE TOTAL				(2,522)	

Justification for Budget Adjustment:

Per Roseville Municipal Code (Section 4.060.040), City Council has the authority to carry forward any unappropriated Citizens' Benefit Fund Council Discretionary Funds from one fiscal year to the next. This budget adjustment requests to carry forward $2,522 from FY2026 to FY2027, which will increase the Council's Discretionary Funds for FY2027 to $17,522.

City Council Communication

Meeting Date: 8/19/2026
Item #: VI.14
File #: 0102-03
Item ID: 2026-692

Title:	Minutes of Prior Meetings
Contact:	Arleta Wagenhals 916-774-5200 amswagenhals@roseville.ca.us

SUMMARY
Staff recommends approval of the minutes of the August 5, 2026 City Council Meeting.

RECOMMENDATION
Staff recommends approval of the minutes of the August 5, 2026 City Council Meeting.

BACKGROUND
Not Applicable.

FISCAL IMPACT
There is no fiscal impact associated with this request.

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

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS
6. Deliver exceptional City services

Respectfully Submitted,
Arleta Wagenhals, City Clerk Technician

Carmen Avalos, City Clerk

ATTACHMENTS:
1. August 5, 2026 City Council Meeting_Minutes_Preview

REVIEWERS:

Arleta Wagenhals, City Clerk Department	Created/Initiated - 8/10/2026
Katrina Six, City Clerk Department	Final Approval - 8/10/2026

Krista Bernasconi, Mayor
Karen Alvord, Vice Mayor
Bruce Houdesheldt, Councilmember
Tracy Mendonsa, Councilmember
Pauline Roccucci, Councilmember
Dominick Casey, City Manager
Michelle Sheidenberger, City Attorney
Carmen Avalos, City Clerk

MINUTES

City Council Regular Meeting Meeting
August 5, 2026
6:00 PM
City Council Chambers, 311 Vernon Street

I. CALL TO ORDER

Mayor Bernasconi called the meeting to order at 6:01 P.M.

II. ROLL CALL

Present: Vice Mayor Alvord, Councilmember Houdesheldt, Councilmember Mendonsa, Councilmember Roccucci, Mayor Bernasconi.

III. PLEDGE OF ALLEGIANCE

Police Lieutenant Nick Graves led the Pledge of Allegiance.

IV. MEETING PROCEDURES

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

V. PUBLIC COMMENTS

This is an opportunity to make a public comment on non-agenda items.

Chris Peterson - spoke on meeting with City to discuss use of Helium to minimize wireless coverage gaps.

The following individuals spoke in opposition to Flock cameras:
Chris Peterson
Kurtis Ostrom
Zoe Haskins
Will Forseth
Armando Bueno
James Turner
Matt Brehmer
Vanessa O'Connor

Joyce Flohr - requested speed sign at 607 Iverson.

Vanessa O'Connor - spoke in opposition and/or limitations to data centers.

VI. CONSENT CALENDAR

Motion by Councilmember Houdesheldt, seconded by Councilmember Mendonsa, to remove item 16 to be discussed separately, and approve the remaining items as presented with Mayor Bernasconi abstaining from Item 19 due to a conflict of interest as she owns property within 500 feet of the project. The motion passed.

Ayes: Vice Mayor Alvord, Councilmember Houdesheldt, Councilmember Mendonsa, Councilmember Roccucci, Mayor Bernasconi.

1. Replacement Learning Management System Vendor – Letter Agreement (ELECTRIC DEPARTMENT - RESOURCE PLANNING & GENERATION)

Summary: Staff recommends approval of a Letter Agreement with Alliance Cooperative Energy Services Power Marketing LLC (ACES) to maintain Roseville's access to ACES' new Learning Management System (LMS). ACES has transitioned its LMS platform from Geo Learning to Docebo and requires participating entities to execute a Letter Agreement acknowledging their intent to be bound by the existing Master Service Agreement. There is no cost associated with this Letter Agreement, as access to the Docebo LMS platform is included in the existing Master Service Agreement with ACES.

CONTACT: Petra Wallace, Addison Schueller 916-774-5510, 916-774-1135 pwallace@roseville.ca.us, aschueller@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Resolution No. 26-304 approving a letter agreement, by and between the City of Roseville and Alliance for Cooperative Energy Services Power Market LLC, and authorizing the City Manager to execute it on behalf of the City of Roseville.

2. Waste Disposal Services - Contract Purchase Agreement (ELECTRIC DEPARTMENT - RESOURCE PLANNING & GENERATION)

Summary: Staff recommends approval of a contract purchase agreement with Advanced Chemical Transport LLC, dba ACTenviro for hazardous and non-hazardous waste disposal services. The cost of the five-year agreement is $700,000 per year, for a total not to exceed $3,500,000 over the five-year term. Adequate funding is included in the FY2026-27 Electric Fund budget. Funding for subsequent years will be included in the Electric Department's annual budgets, subject to City Council approval.

CONTACT: Nathan Ribordy 916-746-1673 nribordy@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Resolution No. 26-305 approving a contract purchase agreement, by and between the City of Roseville and Advanced Chemical Transport LLC dba ACTenviro,and authorizing the City Manager to execute it on behalf of the City of Roseville.

3. **California Greenhouse Gas Cap-and-Trade Program – 2027 Allowance Allocation** (ELECTRIC DEPARTMENT - RESOURCE PLANNING & GENERATION)

Summary: Staff recommends approval to allocate 100% of the City's 2027 Greenhouse Gas (GHG) allowances to the Compliance account for future compliance obligations, with no allowances allocated to the Auction account. The allowances, valued at approximately $7.9 million, will be used to offset future GHG compliance obligations.

CONTACT: Pooja Sharma 916-746-1658 PSharma@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Resolution No. 26-306 approving 100% of the allocation of City's 2027 Greenhouse Gas Cap-and-Trade Program allowances.

4. **Electric Department Physical Security Plan Review** (ELECTRIC DEPARTMENT - DISTRIBUTION & OPERATIONS)

Summary: California Senate Bill (SB) 699 requires the state's electric utilities to develop and submit robust physical security plans to safeguard their electrical distribution systems from intentional threats. Roseville Electric has completed its required five-year program review and update of the Roseville Electric Utility Security Plan, pursuant to SB 699 and California Public Utilities Commission (CPUC) Decision 19-01-018. This plan outlines how the utility identifies, evaluates, and mitigates potential physical security risks to critical electric distribution facilities. This regular and periodic review supports statewide efforts to strengthen the security and resilience of utility infrastructure. Staff is recommending City Council acknowledgment that the required five-year program review has been completed in accordance with CPUC Decision 19-01-018 and authorization for the Electric Director or designee to transmit a Notice of Program Review and Plan Update to the CPUC within thirty (30) days of City Council approval. This action has no fiscal impact.

CONTACT: Tom Pontes 916-774-5550 tpontes@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Resolution No. 26-308 acknowledging and approving the five-year program review and update of the Roseville Electronic Physical Security Plan and authorizing the transmittal of a Notice of Program Review and Plan Update to the California Public Utilities Commission.

5. **Roseville Municipal Code Addition - Administrative Remedies Procedure for Challenges to Fees, Charges, and Assessments** (ENVIRONMENTAL UTILITIES DEPARTMENT)

Summary: Staff recommends that the City Council introduce for first reading an ordinance adding Chapter 14.05 of Title 14 of the Roseville Municipal Code regarding administrative remedies procedures for challenges to property-related fees, charges, and assessments.

CONTACT: Archana Wagley, My Tien Doan 916-746-1704, 916-774-5472 aswagley@roseville.ca.us, mtdoan@roseville.ca.us

The City Council will consider the recommendation to:

a. Introduce for first reading an ordinance of the Council of the City of Roseville adding Chapter 14.05 of Title 14 of the Roseville Municipal Code regarding administrative remedies procedure for challenges to fees, charges, and assessments.

6. **Debt, Lease, and Subscription-Based Information Technology Arrangement Management Solutions - Sole Source Contract Purchase Agreement** (FINANCE DEPARTMENT)

Summary: Staff recommends approval of a sole source contract purchase agreement with Fifth Asset Inc. dba DebtBook in the amount of $81,000 covering a three-year term to provide debt, lease, and subscription-based information technology arrangement management software. The recommended agreement is a sole source because the system has been fully implemented and configured to meet the City's operational and reporting needs, and no other vendor has been identified that provides a comparable, integrated platform designed for the public sector with the functionality required to support the City's debt, lease, and subscription accounting and reporting needs. Funding is included in the Finance Department's budget in the General Fund.

CONTACT: Teri Quinlan 916-774-5316 tquinlan@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Resolution No. 26-303 approving a sole source contract purchase agreement, by and between the City of Roseville and Fifth Asset Inc. dba Debtbook,
and authorizing the City Manager to execute it on behalf of the City of Roseville.

7. **Indirect Cost Study - Professional Services Agreement** (FINANCE DEPARTMENT)

Summary: Staff recommends approval of a Professional Services Agreement with MGT Impact Solutions, LLC to develop the City's Cost Allocation Plan and Indirect Cost Rate Proposals. Staff also recommends that City Council authorize up to two (2) optional one-year renewals without further City Council approval, provided that adequate funding is approved through the annual budget process and staff determines that continuing with the same consultant is in the City's best interest. Adequate funds are available in the Finance Department's FY2026-27 operating budget in the General Fund for the first year of this agreement. Funding for any renewal terms will be evaluated as part of the annual budget development process.

CONTACT: Jeannine Thrash 916-774-5473 jthrash@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Resolution No. 26-291 approving a professional services agreement, by and between the City of Roseville and MGT Impact Solutions, LLC, and authorizing the City Manager to execute it on behalf of the City of Roseville.

8. **Woodcreek Clubhouse Exhaust Hood and Walk-In Cooler Replacement (RFQ 10-3448) – Reject All Bids** (FINANCE DEPARTMENT - PURCHASING)

Summary: Staff recommends approval of the request to reject all bids received for Request for Quotations (RFQ) 10-3448 for the materials and labor to replace the existing food service exhaust hood, Ansul system, walk-in cooler and freezer, and make exterior ADA upgrades at the Woodcreek Clubhouse located at 5880 Woodcreek Oaks Blvd. During staff review, it was determined that the bid received was in excess of the approved project budget. Staff plans to revise the bid specifications and reissue a new RFQ. There is no fiscal impact at this time since there will be no award.

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

The City Council will consider the recommendation to:

a. Adopt Resolution No. 26-290 rejecting all bids for RFQ 10-3448 for the Woodcreek Clubhouse exhaust hood and walk-in cooler replacement.

9. Roseville Advantage Financing Program - Banking Services Agreements (FINANCE DEPARTMENT)

Summary: Staff recommends approval of banking services agreements with the following three local banks to continue the Roseville Advantage Financing Program: First Northern Bank, River City Bank, and River Valley Community Bank. The recommended banking services agreements will result in a one-time investment of up to $15 million of the City's short-term investment funds being deposited into locally headquartered banks to leverage local lending capacity, with no loss of City investment income. The initial agreements will run through June 30, 2029, and the City has the right to renew the agreements for three (3) additional one-year terms at its sole discretion. Continuation of the Program has no impact on the General Fund.

CONTACT: Jeannine Thrash 916-774-5473 jthrash@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Resolution No. 26-292 approving a banking services agreement, by and between the City of Roseville and First Northern Bank of Dixon, and authorizing the City Manager to execute it on behalf of the City of Roseville; and

b. Adopt Resolution No. 26-293 approving a banking services agreement, by and between the City of Roseville and River City Bank, and authorizing the City Manager to execute it on behalf of the City of Roseville; and

c. Adopt Resolution No. 26-294 approving a banking services agreement, by and between the City of Roseville and River Valley Community Bank, and authorizing the City Manager to execute it on behalf of the City of Roseville.

10. Resolution of Intention to Form Villages West Community Facilities District No. 1 (Public Facilities) (FINANCE DEPARTMENT)

Summary: Staff recommends Council approve two resolutions, one to form a Community Facilities District, designate an improvement area therein, establish a future annexation area,

provide for additional future improvement areas therein, and authorize the levy of a special tax therein to finance public facilities and public services in and for such Community Facilities District and a resolution of Intention to incur bonded indebtedness to finance the acquisition and construction of certain facilities in and for the City of Roseville Villages West Community Facilities District No. 1 (Public Facilities) and improvement areas therein. Staff also recommends Council set a meeting date of August 19, 2026, at 6 p.m., in the Roseville Civic Center, Council Chambers at 311 Vernon Street, Roseville, California, as the time and place to conduct a public hearing.

CONTACT: Jeannine Thrash 916-774-5473 jthrash@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Resolution No. 26-286, a Resolution of Intention of the City Council of the City of Roseville to form a Community Facilities District, designate an improvement area therein, establish a future annexation area, provide for additional future improvement areas therein, and authorize the levy of a special tax therein to finance public facilities and public services in and for such Community Facilities District; and

b. Adopt Resolution No. 26-287, a Resolution of the City Council of the City of Roseville of Intention to incur bonded indebtedness to finance the acquisition and construction of certain facilities in and for the City of Roseville Villages West Community Facilities District No. 1 (Public Facilities) and improvement areas therein.

11. Public Safety Software Cloud Solution - Sole Source Agreement (INFORMATION TECHNOLOGY DEPARTMENT - CLIENT SERVICES)

Summary: Staff recommends approval of a sole source Software as a Service (SaaS) agreement with Tyler Technologies, Inc., transitioning the City's existing Tyler systems into a secure, cloud-hosted environment and updates the terms related to service delivery, support, and maintenance. Tyler Technologies is the only provider capable of delivering, migrating, and hosting the City's current suite of Tyler public safety applications; computer-aided dispatch, records management, reporting, mobile systems, and numerous integrated interfaces within a unified, Criminal Justice Information Services compliant environment. The initial term runs from August 1, 2026, through July 31, 2029. The total cost for the three-year initial term, including one-time implementation fees and recurring SaaS subscription charges, is $1,622,794.19.

CONTACT: Melissa Patrick 916-774-5127 mpatrick@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Resolution No. 26-307 approving the Software as a Service agreement, by and between the City of Roseville and Tyler Technologies, Inc., and authorizing the City Manager to execute it on behalf of the City of Roseville.

12. Employee Recognition, Rewards, and Survey Management Software - Contract Purchase Agreement Amendment (INFORMATION TECHNOLOGY DEPARTMENT - CLIENT SERVICES)

Summary: Staff recommends approval of an amendment to a contract purchase agreement (CPA) with WorkTango, Inc., providing employee recognition, rewards, and survey management subscription services, and authorizing the City Manager to execute it on behalf of the City of Roseville. This amendment increases the CPA amount from $74,997 to $81,879.30 and is included in the Information Technology Operating Budget.

CONTACT: Melissa Patrick 916-774-5127 mpatrick@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Resolution No. 26-295 approving a contract purchase agreement amendment, by and between the City of Roseville and WorkTango, Inc., and authorizing the City Manager to execute it on behalf of the City of Roseville.

13. Architectural Services - On-Call Professional Design Services Agreement (PARKS, RECREATION, AND LIBRARIES DEPARTMENT - PARK DEVELOPMENT)

Summary: Staff recommends approval of an on-call professional design services agreement with WMB Architects, Inc. with a not-to-exceed amount of $200,000 per year. Work performed under the agreement will be funded, as applicable, by developer fees, capital rehabilitation funds, and/or capital improvement project funds. Staff additionally requests authority for the City Manager or designee to execute up to two (2) additional one (1) year renewals without further City Council approval, provided that the applicable budget is approved by the City Council, or until staff determines that continuing with this consultant is not in the best interest of the City.

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

The City Council will consider the recommendation to:

a. Adopt Resolution No. 26-296 approving an on-call professional design services agreement, by and between the City of Roseville and WMB Architects, Inc., and authorizing the City Manager to execute it on behalf of the City of Roseville.

14. Civil Engineering Services - On-Call Professional Design Services Agreements (PARKS, RECREATION, AND LIBRARIES DEPARTMENT - PARK DEVELOPMENT)

Summary: Staff recommends approval of on-call professional design services agreements with Sandis Civil Engineers Surveyors Planners and CWE with a not-to-exceed amount of $200,000 per year, per agreement. Work performed under these agreements will be paid using developer fees, capital rehabilitation funds and/or capital improvement project funds. Staff additionally requests authority for the City Manager or the City Manager's designee to execute up to three (3) additional one (1) year renewals per agreement without further City Council approval, provided that the applicable budget is approved by the City Council, or until staff determines that continuing with these consultants is not in the best interest of the City.

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

The City Council will consider the recommendation to:

a. Adopt Resolution No. 26-297 approving an on-call professional design services agreement, by and between the City of Roseville and Sandis Civil Engineers Surveyors Planners, and authorizing the City Manager to execute it on behalf of the City of Roseville; and

b. Adopt Resolution No. 26-298 approving an on-call professional design services agreement, by and between the City of Roseville and CWE, and authorizing the City Manager to execute it on behalf of the City of Roseville.

15. Skylight Replacement - Contract Purchase Agreement Amendment (PUBLIC WORKS DEPARTMENT - FACILITIES)

Summary: Staff recommends approval of a contract purchase agreement amendment with MCM Roofing Company Inc. to extend the contract end date from July 1, 2026, to December 31, 2026, to provide skylight replacement services for Corporation Yard Buildings A, B, C, and D, and the Roseville Electric Service Center.

CONTACT: Mathew Hoffer 916-746-1156 mahoffer@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Resolution No. 26-289 approving a contract purchase agreement amendment, by and between the City of Roseville and MCM Roofing Company Inc., and authorizing the City Manager to execute it on behalf of the City of Roseville.

16. Staffing and Salary Schedule Updates (HUMAN RESOURCES DEPARTMENT)

Summary: Staff recommends that the City Council approve the Management A & B salary schedules reflecting the addition of the new Public Affairs and Communications Director classification and the retitle of Department Public Information Officer to Public Information Officer. The City allocation schedule updates reflect the addition of two (2) regular, full-time positions (Public Affairs and Communications Director and Principal Planner), the retitle of six (6) regular, full-time Department Public Information Officer positions to Public Information Officer, and the deletion of one (1) regular, full-time Crime Scene Investigator I/II position. The fiscal impact to the General Fund for the remainder of Fiscal Year 2026-27 (FY2026-27) is $10,544, which can be absorbed within existing appropriations; therefore, no budget adjustment is required. The ongoing annual General Fund impact is $714.

CONTACT: Macy Dippert 916-774-5215 mdippert@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Ordinance No. 7094 amending Ordinance No. 7063, the Salary Ordinance for Management Employees, as amended by Appendix “Q” to be effective August 8, 2026, as an urgency measure; and

b. Motion to approve the attached Citywide allocation schedule effective August 8, 2026.

Item removed by staff for presentation.

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

No public comment received.

Motion by Vice Mayor Alvord, seconded by Councilmember Roccucci, to adopt Ordinance No. 7094 amending Ordinance No. 7063, the Salary Ordinance for Management employees, as amended by Appendix "Q" to be effective August 8, 2026, as an urgency measure and motion to approve the attached Citywide allocation schedule effective August 8, 2026. The motion passed.

Ayes: Vice Mayor Alvord, Councilmember Houdesheldt, Councilmember Mendonsa, Councilmember Roccucci, Mayor Bernasconi.

17. Baseline Marketplace Baseline Road Segment 1, 2, and 3 - Notice of Completion (DEVELOPMENT SERVICES DEPARTMENT - ENGINEERING DIVISION)

Summary: Staff recommends approval of the Notice of Completion for the Baseline Marketplace Baseline Road Segments 1, 2, and 3. The Engineering Division has made a final inspection of the project and has found the roadway infrastructure 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.

CONTACT: Andrew Druck 916-774-5577 adruck@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Resolution No. 26-284 accepting the public work known as Baseline Marketplace Baseline Road Segment 1, 2, and 3 project, approving the "Notice of Completion", and authorizing and directing the City Engineer to execute said notice on behalf of the City of Roseville, therefore, and accepting a portion of the dedications offered on the recorded map of the subdivision.

18. Baseline Marketplace Fiddyment Segment 2B - Notice of Completion. (DEVELOPMENT SERVICES DEPARTMENT - ENGINEERING DIVISION)

Summary: Staff recommends approval of the Notice of Completion for the Baseline Marketplace Fiddyment Segment 2B. The Engineering Division has made a final inspection of the project and has found the roadway infrastructure 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.

CONTACT: Andrew Druck 916-774-5577 adruck@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Resolution No. 26-285 accepting the public work known as Baseline Marketplace Fiddyment Road Segment 2B project, approving the "Notice of Completion", and authorizing and directing the City Engineer to execute said notice on behalf of the City of Roseville, therefore, and accepting a portion of the dedications offered on the recorded map of the subdivision.

19. 808 Main Street - Parcel Map and Subdivision Agreement (DEVELOPMENT SERVICES DEPARTMENT - ENGINEERING DIVISION)

Summary: Staff recommends approval of the 808 Main Street parcel map and approval of a Subdivision Agreement with Homeland Enterprises, LLC. The Engineering Division has completed its review of the parcel map and found that it complies with the approved ministerial lot split. This map will create 3 residential lots. The actions requested have no fiscal impact on the City's General Fund.

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

The City Council will consider the recommendation to:

a. Approve the parcel map on file with the City Clerk and accept, on behalf of the public, the public utility easements offered thereon; and

b. Adopt Resolution No. 26-299 approving a subdivision agreement, by and between the City of Roseville and Homeland Enterprises, LLC, and authorizing the City Manager to execute it on behalf of the City of Roseville.

20. CliftonStrengths and Gallup Global Strengths Coaching Program - Sole Source Contract Purchase Agreement (CITY MANAGER DEPARTMENT - CITY MANAGER)

Summary: Staff recommends approval of a sole-source contract purchase agreement with Gallup, Inc. in the amount of $100,000 for a 4.5-day, onsite CliftonStrengths and Gallup Global Strengths Coach training course for thirty employees, to be conducted October 12-16, 2026. Gallup, Inc. is the sole organization authorized to teach, certify, and license the CliftonStrengths Global Strengths Coach curriculum. Funding for these services is included in the City Manager's Department budget in the General Fund.

CONTACT: Kate Rebello 916-774-5945 krebello@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Resolution No. 26-300 approving a contract purchase agreement, by and between the City of Roseville and Gallup, Inc., and authorizing the City Manager to execute it on behalf of the City of Roseville.

21. Independent Audit and Comparative Analysis of Animal Control Services - Professional Services Agreement (POLICE DEPARTMENT)

Summary: Staff recommends approval of a professional service agreement with MGT Impact Solution, LLC, and authorizing the City Manager to execute it. The purpose of this work is to provide the City with objective and defensible data regarding the cost and scope of services currently provided under contract with the Placer County Society for the Prevention of Cruelty to Animals, including cost per animal and service level comparisons with similar agencies. The total cost to complete the Independent Audit and Comparative Analysis of Animal Control

Services is $108,898. Funding will come from the Police Department's FY2026-27 budget, in the General Fund.

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

The City Council will consider the recommendation to:

a. Adopt Resolution No. 26-301 approving a professional services agreement, by and between the City of Roseville and MGT Impact Solutions, LLC, and authorizing the City Manager to execute it on behalf of the City of Roseville.

22. 2026 Citywide Records Retention Schedule Update (CITY ATTORNEY DEPARTMENT)

Summary: Staff recommends approval of the updated 2026 Citywide Records Retention Schedule. There is no fiscal impact to the General Fund.

CONTACT: Kelly Aye 916-774-5377 kaye@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Resolution No. 26-288 adopting the 2026 Citywide Records Retention Schedule.

23. Legal Services Agreement (CITY ATTORNEY DEPARTMENT)

Summary: Staff recommends approval of an agreement with Remy Moose Manley LLP, to provide legal services on an as-needed basis. Expenses will be paid by the City Attorney's operating budget in the General Fund, or by other departments and funds as appropriate.

CONTACT: Kelly Aye 916-774-5377 kaye@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Resolution No. 26-302 approving an agreement for legal services, by and between the City of Roseville and Remy Moose Manley LLP, and authorizing the City Manager to execute it on behalf of the City of Roseville.

24. Minutes of Prior Meetings (CITY CLERK DEPARTMENT)

Summary: Staff recommends approval of the minutes of the July 15, 2026 City Council Meeting.

CONTACT: Arleta Wagenhals 916-774-5200 amswagenhals@roseville.ca.us

The City Council will consider the recommendation to:

a. Approve minutes of the July 15, 2026 City Council Meeting.

END OF CONSENT CALENDAR

VII. PUBLIC HEARINGS

NOTICE TO THE PUBLIC: Public Hearing Process

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

1. Open the Public Hearing
2. Presentation by staff
3. Presentation by applicant or appellant
4. Accept public testimony
5. Appellant or applicant rebuttal period
6. Close the Public Hearing
7. City Council comments and questions
8. City Council action

Any challenges in court about public hearing matters noticed on this agenda may be limited to only those issues, that were raised orally at the public hearing or in written form received by the City on or before the hearing.
Public Hearings listed for continuance will be continued and posting of this agenda will serve as notice of continuation.

25. Water and Local Wastewater Connection Fees, Solid Waste Impact Fee, and Non-Exclusive Franchise Hauler Permit Fee Adjustments - Public Hearing and Roseville Municipal Code Update (ENVIRONMENTAL UTILITIES DEPARTMENT)

Summary: Staff recommends that the City Council adopt a nexus study and introduce for first reading an ordinance amending sections pertaining to the Water Connection Fee (§14.08.025 and §14.08.026), Local Wastewater (Sewer) Connection Fee (§14.16.060), Solid Waste Impact Fee (§9.12.100) and Franchise Hauler Fee (§9.17.040) of the Roseville Municipal Code. The proposed changes are to update the Water Connection Fee, Local Wastewater Connection Fee, Solid Waste Impact Fee and Non-Exclusive Franchise Hauler Permit Fee along with corresponding Roseville municipal code changes.

CONTACT: Archana Wagley 916-746-1704 aswagley@roseville.ca.us

The City Council will consider the recommendation to:

a. Hold the public hearing to receive public comments and respond to questions regarding the proposed adjustments to Water, and Local Wastewater Connection Fees, Solid Waste Impact Fee and Non-Exclusive Franchise Hauler Permit Fee; and

b. Adopt the nexus study; and

c. Introduce for first reading an ordinance amending Section 9.12.100 of Chapter 9.12 of Title 9 of the Roseville Municipal Code regarding Health and Safety – Solid waste impact fee, Section 9.17.040 of Chapter 9.17 of Title 9 of the Roseville Municipal Code regarding Franchise term and franchise fee, Sections 14.08.025 and 14.08.026 of Chapter 14.08 of Title 14 of the Roseville Municipal Code regarding Water connection and Standard connection fees, and Section 14.16.060 of Chapter 14.16 of Title 14 of the Roseville Municipal Code regarding Local sewer connection fee.

Mayor Bernasconi opened the public hearing at 6:32 P.M.

Environmental Utilities Director Sean Bigley introduced Environmental Utilites Business Services Manager Archana Wagley who made the presentation to City Council.

Environmental Utilites Director Sean Bigley continued the presentation.

No public comment received.

Mayor Bernasconi closed the public hearing at 7:30 P.M.

Motion by Councilmember Houdesheldt, seconded by Vice Mayor Alvord, to hold the public hearing to receive public comments and respond to questions regarding the proposed adjustments to Water, and Local Wastewater Connection Fees, Solid Waste Impact Fee and Non-Exclusive Franchise Hauler Permit Fee; and adopt the nexus study; and introduce for first reading an ordinance amending Section 9.12.100 of Chapter 9.12 of Title 9 of the Roseville Municipal Code regarding Health and Safety - Solid Waste Impact Fee, Section 9.17.040 of Chapter 9.17 of Title 9 of the Roseville Municipal Code regarding Franchise term and franchise fee, Sections 14.08.025 and 14.08.026 of Chapter 14.08 of Title 14 of the Roseville Municipal Code regarding Water connection and Standard connection fees, and Section 14.16.060 of Chapter 14.16 of Title 14 of the Roseville Municipal Code regarding Local sewer connection fee. The motion passed.

Ayes: Vice Mayor Alvord, Councilmember Houdesheldt, Councilmember Mendonsa, Mayor Bernasconi.
Noes: Councilmember Roccucci

VIII. STAFF/COUNCIL REPORTS

City Manager Casey announced the City would be addressing the use of Flock cameras on the City's website.

Councilmember Roccucci spoke on various community events.

Northern California Water Association Meeting - Councilmember Roccucci reported on attendance.

Councilmember Mendonsa spoke on various community events.

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

Vice Mayor Alvord spoke on various community events.

Councilmember Houdesheldt spoke on various community events.

Mayor Bernasconi spoke on various community events.

IX. ADJOURNMENT

Mayor Bernasconi adjourned the meeting at 7:22 P.M.

City Council Communication

Meeting Date: 8/19/2026
Item #: VII.15
File #: 0704
Item ID: 2026-548

Title:	Fiddyment Homestead Vision Plan
Contact:	Tara Gee 916-774-5253 tgee@roseville.ca.us

SUMMARY

Staff recommends approval of the Fiddyment Homestead Vision Plan. Funding for phased improvements has yet to be identified. The completion of the Vision Plan allows for the opportunity to seek grants related to projects with historical significance. The completion of the Plan also allows for fundraising efforts with partners such as the Roseville Historical Society and others.

RECOMMENDATION

Staff recommends that the City Council adopt a resolution to approve the Fiddyment Homestead Vision Plan.

BACKGROUND

In early 2024, Page & Turnbull, an architectural firm, began work on a Vision Plan for the historic Fiddyment Homestead. This homestead is located within Pistachio Regional Park, and is listed on the National Register of Historic Places. The goal of the Vision Plan is to establish opportunities to renovate and develop a space for education and public use for a variety of events while maintaining its historical relevance.

Public Outreach

Throughout 2024 and 2025, several outreach efforts occurred. This included an “opportunities and constraints” brainstorming meeting with key stakeholders, virtual and in person public workshops and a final two-week write-in period. Participation included members of the Roseville Historical Society, West Roseville residents and the Roseville High School District.

The Vision Plan

In addition to the feedback received, work included an overall assessment of the homestead including the home, the garage and the immediate surroundings. The final draft of the Vision Plan considers the approved Pistachio Regional Park master plan and outlines a schematic design for the outdoor spaces in the front, side and back of the home. This includes flexible gathering spaces for small classroom settings/tours with interactive interpretation areas, informal use for picnicking or sitting and scheduled use for special events such as art and wine fairs, a farmer’s market, small event private reception rentals, etc. ADA (Americans with Disabilities Act) improvements would also be incorporated with the outdoor space design.

The Vision Plan proposes that in addition to structural renovations of the home, new public uses would include more permanent exhibits along the walls of the home’s first floor and moveable exhibits within the great room. The flexible exhibits could be moved, if needed, to accommodate indoor rentals for small gatherings. The home renovation would include a catering kitchen, a staff office space and accessible

restrooms. The second floor is proposed to include a workroom for staff to assemble and store exhibits as well as a potential art gallery space. The garage would be renovated to become an indoor/outdoor classroom with restrooms and potentially a small gift shop area.

Lastly, the Vision Plan outlines a phasing plan with cost estimates. This provides a road map for development which allows for public use of the completed phases while the home and remainder of the site is developed. The estimates provide valuable information in the pursuit of grants and/or donations.

FISCAL IMPACT

Funding for phased improvements has yet to be identified. The completion of the Vision Plan allows for the opportunity to seek grants related to projects with historical significance. The completion of the Plan also allows for fundraising efforts with partners such as the Roseville Historical Society and others.

ENVIRONMENTAL REVIEW

CEQA compliance for the Fiddyment Homestead Visioning Project and its implementation was achieved in the 2004 adoption of the West Roseville Specific Plan (WRSP) EIR (certified February 14, 2004, SCH No. 2002082057) and the Pistachio Park (F-56) Project Addendum to the WRSP EIR (approved June 2018).

According to CEQA, an Addendum to an adopted EIR can be prepared to address minor technical changes or project modifications (CEQA Guidelines § 15164). An Addendum is appropriate only if these minor technical changes or modifications do not result in any new significant impacts or a substantial increase in the severity of previously identified significant impacts. The Addendum need not be circulated for public review (CEQA Guidelines § 15164 [c]); however, the Addendum is to be considered along with the adopted Initial Study/Mitigated Negative Declaration, or Initial Study/Negative Declaration or EIR by the decision-making body prior to making a decision on the project (CEQA Guidelines § 15164 [d]).

The proposed project is consistent with the Addendum approved in 2018 and does not raise any new issues and does not exceed the level of impacts identified in the Addendum or WRSP EIR. All applicable mitigation measures from the WRSP EIR and Pistachio Park (F-56) Project Addendum to the WRSP EIR will be implemented as part of construction and design of the project. No additional CEQA review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

3. Enhance economic vitality
4. Invest in well-planned infrastructure and growth
6. Deliver exceptional City services

Respectfully Submitted,
Tara Gee, Park Planning and Development Manager

Jill Nunes, Parks Recreation and Libraries Director

ATTACHMENTS:

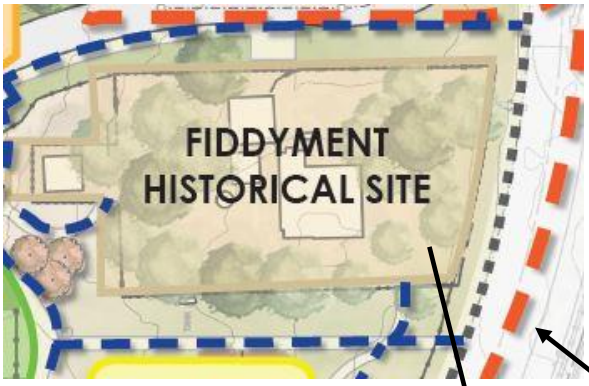
1. Vicinity Map
2. Resolution 26-316

3. Vision Plan

REVIEWERS:

Tara Gee, Parks, Recreation, and Libraries Department - Park Development	Created/Initiated - 7/15/2026
Tara Gee, Parks, Recreation, and Libraries Department - Park Development	Approved - 7/15/2026
Jill Nunes, Parks, Recreation, and Libraries - All	Approved - 7/29/2026
Kelly Aye, City Attorney Department	Approved - 8/4/2026
Katrina Six, City Clerk Department	Approved - 8/4/2026
Ryan DeVore, City Manager Department - Assistant City Manager	Approved - 8/5/2026
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 8/5/2026
Michelle Sheidenberger, City Attorney Department	Approved - 8/5/2026
Dominick Casey, City Manager Department - City Manager	Approved - 8/5/2026
Katrina Six, City Clerk Department	Final Approval - 8/6/2026

Vicinity Map



Panther Drive



WestPark Drive

West Park High School

RESOLUTION NO. 26-316

APPROVING THE FIDDYMENT HOMESTEAD VISION PLAN

WHEREAS, the Fiddyment Homestead is located within Pistachio Regional Park, and is listed on the National Register of Historic Places; and

WHEREAS, in 2024, Page & Turnbull, an architectural firm, began work on a Vision Plan for the historic Fiddyment Homestead; and

WHEREAS, the goal of the Vision Plan is to establish opportunities to renovate and develop a space for education and public use for a variety of events while maintaining its historical relevance; and

WHEREAS, the final draft of the Vision Plan considers the approved Pistachio Regional Park master plan and outlines a schematic design for the outdoor spaces in the front, side and back of the home; and

WHEREAS, the Fiddyment Homestead Vision Plan has been reviewed by the City Council.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that the Fiddyment Homestead Vision Plan is hereby approved.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

Fiddyment Homestead Visioning

ROSEVILLE, CA

PREPARED FOR:
CITY OF ROSEVILLE

CITY OF ROSEVILLE CALIFORNIA

PAGE&TURNBULL

CALA

Vision Document

MARCH 2026

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TABLE OF CONTENTS

INTRODUCTION & OVERVIEW 5
Project Team 5
Goals & Objectives 6
Project Background 6

BACKGROUND INFORMATION 8
History of the Fiddyment Homestead 8
Development Chronology 10
Historic & Cultural Resources 11
California Environmental Quality Act (CEQA) Compliance 12
Secretary of the Interior's Standards 12
Standards for Rehabilitation 13

METHODOLOGY & PUBLIC OUTREACH 15
What We Heard At Public Meeting #1 15

PREFERRED ALTERNATIVE PLAN RECOMMENDATIONS 19
Design Narrative 19
Landscape Treatment 20
Preferred Landscape Concept 24
Buildings & Structures Treatment 26

INTERPRETATION 39

ANTICIPATED PHASING & IMPLEMENTATION 43
Recommended Project Phasing 43
Cost Estimate Summary 45

APPENDIX A: COST ESTIMATES 47

APPENDIX B: PUBLIC MEETING #1 MATERIALS 55

APPENDIX C: PUBLIC MEETING #2 MATERIALS 65

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INTRODUCTION & OVERVIEW

The City of Roseville initiated the Fiddyment Homestead Visioning Project in 2023 to develop a plan for renovating the historic Main House of the Fiddyment Homestead and its immediate surroundings for public use. The project was funded through the West Roseville City-wide Park Development Fund.

The Fiddyment Homestead site is located on the north side of Panther Place, south of Pleasant Grove Creek, and northeast of Roseville's city center in Placer County, California. The site encompasses 0.85 acres and represents the last remaining elements of the Fiddyment family's vast agricultural holdings, which were first established in the Roseville area around 1879. Historic elements of the site include the Fiddyment family's ranch house, built in 1879 and remodeled by the family through the 1950s; a brick cooler and smokehouse, built ca. 1879-1880; a 1950 garage; and associated landscaping around the house. The property was listed on the National Register of Historic Places (National Register) in 2010.

PROJECT TEAM

City of Roseville

Tara Gee, Park Planning & Development Manager
Jill Geller, Director of Parks, Recreation, and Libraries
Annie Stanco, Library and Cultural Arts Supervisor
Narinderpal Sufi, City Librarian

Page & Turnbull - Architecture

Lada Kocherovsky, Principal-in-Charge
Greg Yanito, Project Manager
Clare Flynn, Cultural Resources Planner
Kyungmin Hwang, Designer

Callander Associates - Landscape Architect

Melissa Ruth, Principal
Iqra Anwar, Project Manager
Olivia Patitucci, Designer



Figure 1: Fiddyment Homestead project location. Source: Google Maps, 2025. Edited by Page & Turnbull.

PROJECT BACKGROUND

The Fiddyment Homestead site was deeded to the City of Roseville (City) in February 2017. The same year, the City began the process of planning for the protection and rehabilitation of the historic homestead as part of a broader longterm effort to develop a new 44-acre public park, Pistachio Regional Park, in West Roseville. Public outreach to develop a master plan for the park proceeded throughout 2017, and a draft was sent to City Council to approve, pending environmental review clearance, in October 2017.[1] The master plan was originally approved by City Council in 2017 and updated and re-approved in June 2025 as the park vision has continue to evolve.

Simultaneously with the park master planning effort, the City initiated a separate effort to stabilize the historic buildings and structures at the Fiddyment Homestead. In 2017, architecture, planning, and design firm Page & Turnbull and a team of consultants were contracted to complete a comprehensive conditions assessment of the property and provide recommendations to stabilize the Fiddyment Ranch Main House and surrounding historic buildings, with the aim to protect the site's historic integrity and enable possible future reuse and historic interpretation of the property. The four buildings and structures assessed during this project included the Main House, Cooler, Smokehouse, and Reservoir.[2]

Based on the findings and recommendations of the 2017 Conditions Assessment, the City completed the highest priority work to stabilize the Main House in 2018. This included installing a new roof, repairing dry rot, installing new downspouts, repainting the exterior of the building, and boarding the house up to secure it and prevent damage. The value of these improvements was in excess of $350,000.

The first phase of construction for Pistachio Regional Park - which included a baseball field, two softball fields, a restroom, and parking lot - began in 2019. Proposals to add a new community center and library, the relocation of items originally envisioned for Pistachio Regional Park to other sites, as well as other changes to the vision scoped in the original master plan presented an opportunity to review the master plan. Callander Associates completed an update to the Pistachio Regional Park Master Plan in 2021, resulting in City Council approval in 2025.[3]

In 2023, the City issued a Request for Proposals to solicit professional design services to develop a visioning plan to rehabilitate the Fiddyment Homestead site for future public use. Page & Turnbull was selected to lead the Fiddyment Homestead Visioning Project with landscape architecture firm Callander Associates (the Project Team).



GOALS & OBJECTIVES

The project establishes the overarching vision for the Fiddyment Homestead and serves as the foundation for future projects and planning efforts at the property. Specifically, the plan provides recommendations to achieve the City of Roseville's goal of transforming the Fiddyment Homestead into a public asset that protects, preserves, and interprets the property's history and character. Furthermore, the plan reflects feedback received from the public with the intention of delivering a new public benefit that addresses the needs and desires of the surrounding community.

The objectives of rehabilitating the Fiddyement Homestead site are to:

1. **Renovate the Fiddyment Homestead site as a new public amenity and community gathering space that is accessible and welcoming to all.**
2. **Design facilities and programing to complement the broader future vision for Pistachio Regional Park.**
3. **Preserve the ranch's historic buildings and structures as important visual remnants of Roseville's past.**
4. **Provide interpretive opportunities that highlight Roseville's early American settler and agricultural history.**
5. **Maintain the rural character of the site as open green space and habitat for local wildlife**

1 City of Roseville, "Pistachio Regional Park (F-56) Master Plan Approval," Council Communication #9383, July 11, 2018.

2 Page & Turnbull, "Fiddyment Ranch Conditions Assessment and Stabilization Recommendations," July 2017.

3 Callander Associates, "Pistachio Regional Park Master Plan Update," November 21, 2021.



Figure 2: Pistachio Regional Park Master Plan Update, approved June 2025, prepared by Callander Associates, edited by Page & Turnbull. The Fiddyment Homestead site is highlighted yellow.

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EXECUTIVE SUMMARY

The Preferred Alternative Plan for the Fiddyment Homestead reflects the project's goals and objectives as well as extensive feedback from the Roseville community and City staff. The plan envisions the Homestead as a vibrant, multi-use public amenity capable of accommodating a wide variety of community activities. Central to this vision is the preservation of the historic Fiddyment family farmhouse, its associated structures, and the site's open greenspace character.

These rare, irreplaceable historic elements form the foundation for connecting current and future generations to Roseville's history and agricultural past. The first floor of the farmhouse will be regularly used as a museum and educational space, complemented by thoughtfully arranged interpretive displays, artifacts, and landscape features throughout the site. Flexibility will be provided to further expand educational exhibits and public programming to the second floor of the farmhouse in the future as funding becomes available.

Broadening the potential for public benefit, museum exhibitions inside the first floor of the Main House and a variety of lawns, patios, and garden spaces throughout the broader site will be designed in such a way that they can also host an assortment of year-round community gatherings and activities. The Garage will be adapted as a flexible multi-purpose space to support a broad range of community uses.

Recommended project phasing begins with stabilizing and repairing the existing historic buildings, cleaning and preparing the site, and providing an initial phase of parking. Rehabilitation of the front lawn and perimeter tree planting will follow to allow for outdoor public access to the front of the property while the interior of the farmhouse and rear landscaped areas are renovated. Adaptive reuse of the Garage will complete the envisioned project scope.

By preserving and celebrating the site's historic character while offering amenities that appeal to diverse, evolving, and multi-generational audiences, the plan ensures that the Fiddyment Homestead will remain a cherished asset for Roseville residents for generations to come.



BACKGROUND INFORMATION

HISTORY OF THE FIDDYMENT HOMESTEAD

The Fiddyment Ranch was founded in the 1850s by George and Elizabeth Jane Hill. Elizabeth and her son, Walter Fiddyment Jr., had moved to California from Illinois in 1853, a few years following the death of her first husband, Walter Fiddyment. Elizabeth and Walter Jr. first lived with family in the Elk Grove area, but later moved to the Pleasant Grove District, located west of Roseville, after her Brother-in-law gave her a parcel of land to repay a debt. This parcel was the initial holding that would eventually grow to be the Fiddyment Ranch, and by the turn of the century the family owned over 13,000 acres throughout Placer County.

In the late 1870s, Walter Fiddyment Jr. had acquired 80 acres of his mother's ranch holdings, which he later expanded to approximately 2,000 acres. A simple single-story residence was located on the property and served as Walter's initial farm house. In 1879, Walter married Ella Bond, who moved to his ranch properties. With the help of Augustus E. Bond, Walter's father-in-law and a master mason, they constructed the main ranch house, as well as several outbuildings, including the cooler, smokehouse, and reservoir. Grain production and cattle ranching would continue on the ranch, although irrigation and soil quality ultimately led to refocusing of Walter's agricultural efforts on cattle and eventually sheep. Walter and Ella had seven children, and sometime around 1910 expanded the house with a second-story addition above the kitchen.

In 1927, Walter and Ella moved to Roseville and left their son, Russell, and his wife, Cora, in charge of the ranch operations. In the years following, Russell began to focus the efforts of the ranch on raising turkeys. While



Figure 3: Walter Fiddyment, standing in the front yard of the Fiddyment Homestead with two dogs and, presumably, two of his children (ca. 1890). Source: Roseville Historical Society.

the family had been raising turkeys on the property since the 19th century, Russell was the first one to raise and market turkeys on a commercial scale. This proved to be a successful venture, making turkeys and other poultry a hallmark of the Fiddyment Ranch from the 1930s well into the post-war years. Their success inspired nearby farmers to embrace the practice of raising turkeys, which led to the proliferation of Placer County as a center for the turkey industry.

In 1956, Russell Fiddyment passed away. The Fiddyment family continued to live and work on the farm over the following decades. Under the direction of David Fiddyment, Russell's son, the family farm began to experiment with pistachio trees, starting in the 1960s. Although difficult to adapt to California, David Fiddyment continued his experimentations with pistachio production, which became an incredibly successful venture. The ranching of turkey and sheep at the original property continued, but decreased steadily until the early 1990s. David continued to grow and harvest pistachios, until shifting the pistachio operation to Southern California in the 2000s. Around the same time, the Fiddyment family sold the property.[1]



Figure 4: The core area of the Fiddyment Homestead, undated. Source: Roseville Historical Society.

1 Christina Richter and David Fiddyment, W*alk with Me, I Want to Tell you Something: The Story of the Roseville Fiddyment Family* (Roseville: Christina Richter and 3L Publishers, 2013); PAR Environmental Services, "National Register of Historic Places Registration Form – Fiddyment Ranch Main Complex," June 2009.

DEVELOPMENT CHRONOLOGY

The following is a construction chronology of the Fiddyment Ranch Main Complex area. While the Fiddyment Ranch itself included thousands of acres, an examination of the evolution of the entire historic property is beyond the scope of this report. This chronology will focus on the area included within the boundaries of the National Register listed property. The period of significance for the Fiddyment Homestead property identified in the National Register listing is 1879 to 1956, spanning the initial construction of the existing ranch buildings through the passing of Russell Fiddyment, Sr.

1856
- The initial property was given to Elizabeth Jane from her Brother-in-law as payment for a debt. The ranch holdings were expanded to include thousands of acres over the following years.

ca.1860
- A simple single-story cabin was constructed at/near the location of the existing main ranch house.

1879
- Walter Fiddyment Jr. began construction of the main Ranch House. The original cabin structure and raised and utilized as the second floor with a new first floor was constructed underneath. A two-story cross-gable section was constructed at the north end of the house, which included the dining room at the first floor. A single-story section was constructed at the northeast corner as the kitchen. The new layout was set on a brick masonry foundation. At least three brick masonry chimneys were constructed by A.E Bond: two flanking the primary two-story volume, and one located at the kitchen.
- Cooler and Smokehouse constructed.[2]

ca.1880
- Barn was constructed west of the main ranch house.

ca.1910
- Second story was added above the kitchen.
- The small single-story east kitchen was likely constructed at this time, along with the raised porch.

ca.1920
- A windmill was constructed adjacent to the Cooler.
- A granary was constructed.

1929
- A single-story bunkhouse was constructed north of the main ranch house, near the smokehouse.

1930
- Barn was renovated.

1948
- The granary was converted to a turkey hatchery.

1950
- The wrap around porch was removed. The east portion was enclosed at both the first and second floors, whereas the south portion was converted to a double-height portico.
- Steel casement windows were installed at the primary (south) façade, the west façade, and the newly constructed enclosure at the east façade.
- The northwest balcony of the main house was enclosed. A new stairwell was built in this space, connecting the first and second floors.
- The living room of the main house was expanded to its current large configuration.
- The garage was constructed east-adjacent to the main house.

ca.1950
- The rear screened laundry enclosure was likely constructed at this time; however, the exact date of construction is unknown.
- The Cooler was reduced in height from two-stories to a single story. The wood framed upper portions were removed, leaving the brick masonry base that exists today. The hipped-roof appears to have been removed.[3]
- Barn was renovated.

ca. 1965
- David Fiddyment plants first pistachio trees on the property.

2002
- David Fiddyment shifts pistachio operation to Kern County in Southern California.
- Property was sold.

ca. 2004
- Several outbuildings were demolished, including the barn, bunkhouse, and turkey hatchery.

2 It is unclear if the cooler was initially constructed as a one- or two-stories, but photographs from ca.1900 do show it at two-story structure. If originally constructed only as the brick masonry first-floor, the cooler was heightened over decades that immediately followed.

3 The National Register nomination states that the cooler was reduced in height in 1910 with the removal of the original water tank. However, video documentation of the property in 1948 clearly shows the cooler at two-stories. Fiddyment Ranch Footage (1948) courtesy of the Roseville Historical Society

HISTORIC & CULTURAL RESOURCES

The Fiddyment Ranch is one of the oldest agricultural properties in Placer County, California. Originally settled around 1860, the property was in continuous use by the Fiddyment family through the 20th century and has evolved accordingly, currently exhibiting buildings, structures, and other features that were added between 1879 through the 1950s.

In 2010, the "Fiddyment Ranch Main Complex" was listed on the National Register of Historic Places (National Register), which is the nation's most comprehensive inventory of historic resources and is administered by the National Parks Service (NPS). Properties that are listed on the National Register are also automatically listed on the California Register of Historical Resources (California Register). The National Register nomination determined that the property is significant at the local level as an example of an early agricultural settlement in the Roseville area and because of its overall role in the development of agriculture in the region (Criterion A/1). It was also determined significant for its architecture (Criterion C/3) as the best representative example of a ranch and agricultural property in the Roseville area, as well as for the presence of archaeological materials that have the potential to yield additional information associated with developmental contexts during the periods of inhabitation and operation of the Ranch (Criterion D/4).[1] The identified period of significance for the Fiddyment Ranch Main Complex spans from 1879 to 1956, extending from the initial construction of the existing ranch buildings through to the passing of Russell Fiddyment, Sr.

Contributing features of the historic property that are within the Fiddyment Homestead Visioning project boundaries include the Ranch House, Cooler, Smokehouse, Garage, and associated landscape features.[2]



Figure 5: The Cooler (right foreground) and Smokehouse (left background), looking northeast, in 2024.

1 Archaeological deposits identified in the National Register nomination are located outside the Fiddyment Homestead Visioning project boundaries.

2 A contributing reservoir, piping system, and areas of archaeological desposits are outside the boundaries of the Fiddyment Homestead Visioning project.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) COMPLIANCE

According to the California Environmental Quality Act (CEQA), a "project with an effect that may cause a substantial adverse change in the significance of an historic resource is a project that may have a significant effect on the environment."[3] Substantial adverse change is defined as: "physical demolition, destruction, relocation, or alteration of the resource or its immediate surroundings such that the significance of an historic resource would be materially impaired."[4] The significance of a historical resource is materially impaired when a project "demolishes or materially alters in an adverse manner those physical characteristics of an historical resource that convey its historical significance" and that justify or account for its inclusion in, or eligibility for inclusion in, the California Register or a local register of historical resources.[5]

However, projects limited to maintenance, repair, stabilization, rehabilitation, restoration, preservation, conservation or reconstruction of historical resources in a manner consistent with the *Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings* (the SOI Standards) have been determined not to have a significant effect on the environment. As such, they are categorically exempt from the provisions of CEQA.[6]

SECRETARY OF THE INTERIOR'S STANDARDS

The SOI Standards provide guidance for reviewing proposed work on historic properties and are a useful analytic tool for understanding and describing the potential impacts of substantial changes to historic resources.

The Secretary of the Interior offers four sets of standards to guide the treatment of historic properties: Preservation, Rehabilitation, Restoration, and Reconstruction.

Preservation: The Standards for Preservation "require retention of the greatest amount of historic fabric, along with the building's historic form, features, and detailing as they have evolved over time."

Rehabilitation: The Standards for Rehabilitation "acknowledge the need to alter or add to a historic building to meet continuing or new uses while retaining the building's historic character."

Restoration: The Standards for Restoration "allow for the depiction of a building at a particular time in its history by preserving materials from the period of significance and removing materials from other periods."

Reconstruction: The Standards for Reconstruction "establish a limited framework for recreating a vanished or non-surviving building with new materials, primarily for interpretive purposes."

Typically, one set of standards is chosen for a project based on the project scope. In this case, the proposed project scope is seeking to alter historic property for a new use. Therefore, the Standards for Rehabilitation will be the appropriate Standards for the proposed project at the Fiddyment Farmstead site.

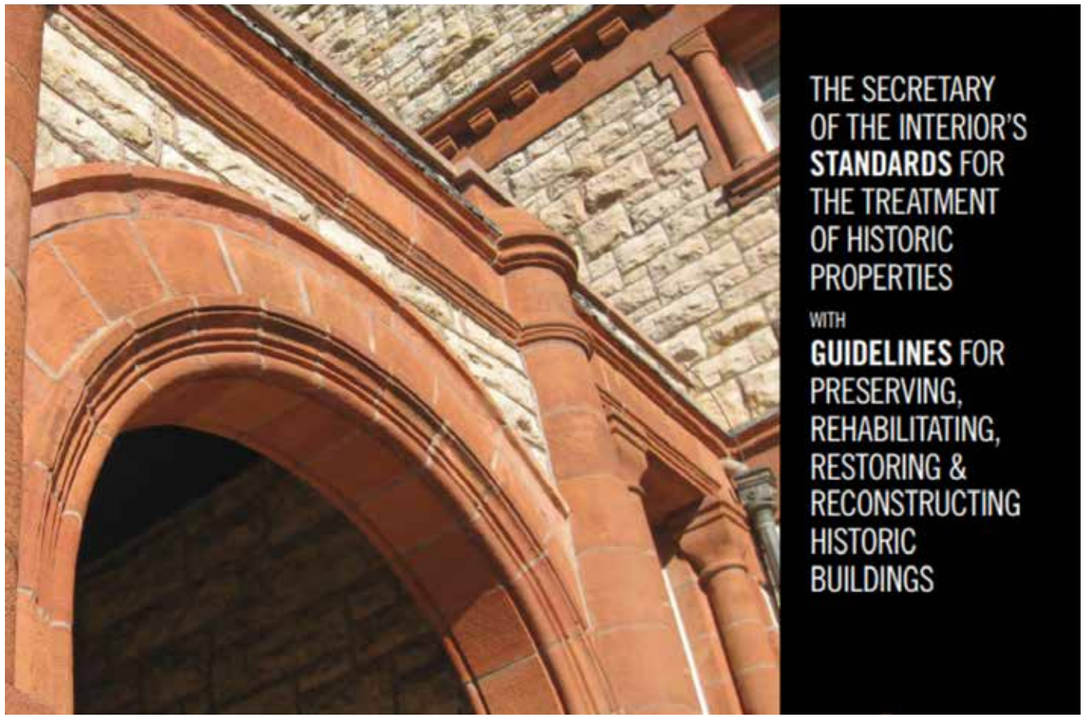


Figure 6: The Secretary of the Interior's Standards for the Treatment of Historic Properties is available online through NPS.gov.

3 CEQA Guidelines subsection 15064.5(b).

4 CEQA Guidelines subsection 15064.5(b)(1).

5 CEQA Guidelines subsection 15064.5(b)(2).

6 CEQA Guidelines subsection 15300 and 15331 (Categorical Exemption 31).

STANDARDS FOR REHABILITATION

1. A property will be used as it was historically or be given a new use that requires minimal change to its distinctive materials, features, spaces, and spatial relationships.

2. The historic character of a property will be retained and preserved. The removal of distinctive materials or alteration of features, spaces, and spatial relationships that characterize a property will be avoided.

3. Each property will be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or elements from other historic properties, will not be undertaken.

4. Changes to a property that have acquired historic significance in their own right will be retained and preserved.

5. Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize a property will be preserved.

6. Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture, and, where possible, materials. Replacement of missing features will be substantiated by documentary and physical evidence.

7. Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.

8. Archeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.

9. New additions, exterior alterations, or related new construction will not destroy historic materials, features, and spatial relationships that characterize the property. The new work shall be differentiated from the old and will be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment.

10. New additions and adjacent or related new construction will be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.



Figure 7: The Main House, view northeast (2024).

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METHODOLOGY & PUBLIC OUTREACH

The Project Team reviewed and summarized relevant background materials provided by City staff, including the Conditions Assessment and Stabilization Recommendations report, prepared by Page & Turnbull in 2017; the Pistachio Regional Park Master Plan Update, prepared by Callander Associates and approved in June 2025; as well as a and 2022 FuturePRL Strategic Master Plan.

In August 2024, the Project Team held a brainstorming work session with City staff and 17 key stakeholders, including representatives from the Roseville Historical Society, Roseville City School District, Roseville Joint Union High School District, Fiddyment Farm Neighborhood Association, and City of Roseville Libraries and Culture Division. Participants reviewed the opportunities and constraints identified by the Project Team and discussed potential approaches to achieve a side-wide vision for the Fiddyment Homestead.

A virtual public meeting was held in January 2025 to introduce the Project Team to the community and present relevant background information, goals and objectives, and relevant case studies for similar projects that could serve as examples for the Fiddyment Homestead vision. These case studies may contain small pieces of interpretation, larger adaptive reuse components, or full immersive experiences that could serve as test cases for what the community would like to see at the Fiddyment Homestead as part of the evolving Pistachio Park master plan. The community's vision and desires for the Fiddyment Homestead site were gathered through a series of interactive virtual activities and survey questions (Refer to Appendix B).

Based on the feedback from the first public meeting, the Project Team developed two draft alternative concepts for the reuse of the homestead site and interpretive opportunities. Preliminary conceptual estimates were prepared for both of these alternatives in order to illustrate the level of investment required for each alternative.

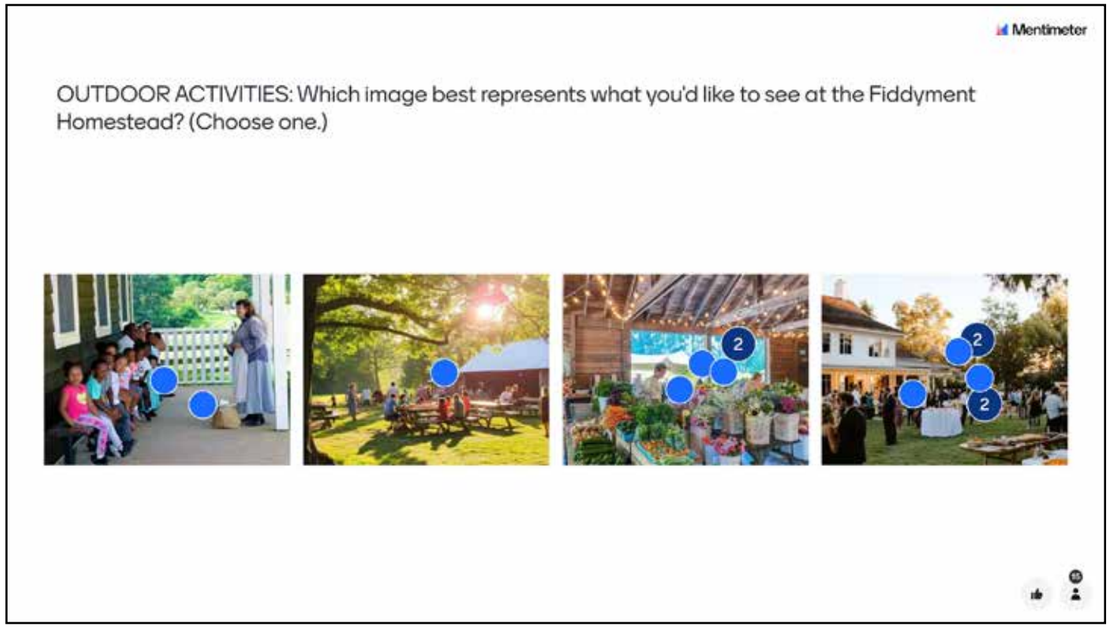
WHAT WE HEARD AT PUBLIC MEETING #1

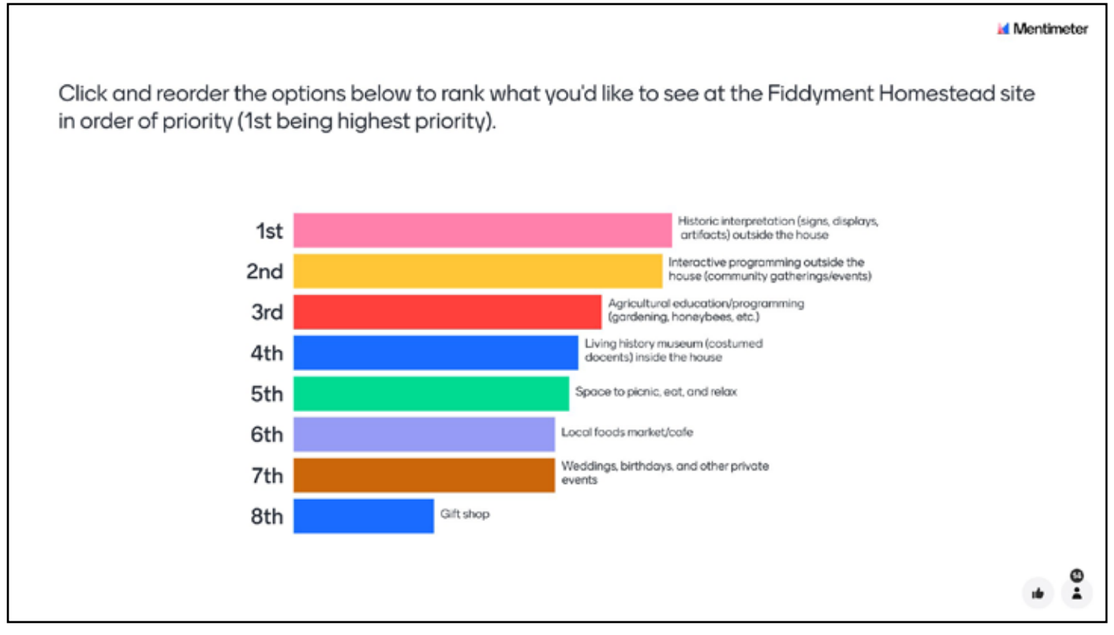
Community Priorities

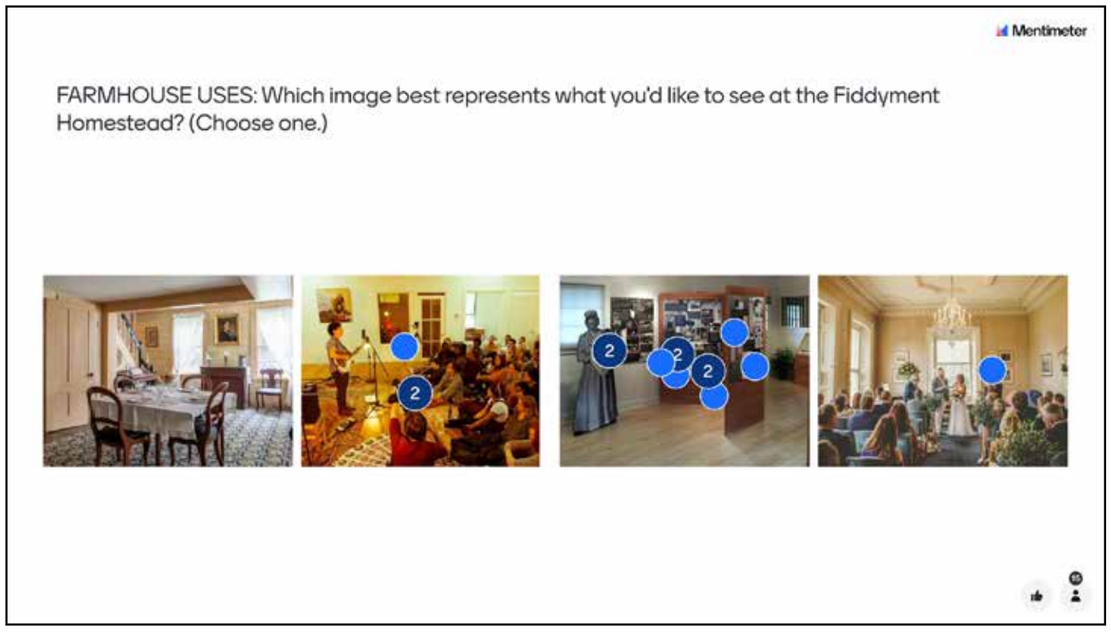
- Repair, preservation, and long-term maintenance of the homestead's historic buildings and structures
- History exhibits inside the Main House that tie the Fiddyment Homestead to broader Roseville history
- Outdoor spaces for community gatherings and events, such as farmers markets, weddings, small live performances, etc.
- Outdoor features for learning about local history and nature, including an outdoor classroom space
- Outdoor areas for picnics, walking, and other passive recreation

General Site Needs for Public Access

- ADA compliance (accessibility upgrades)
- Restrooms
- Security







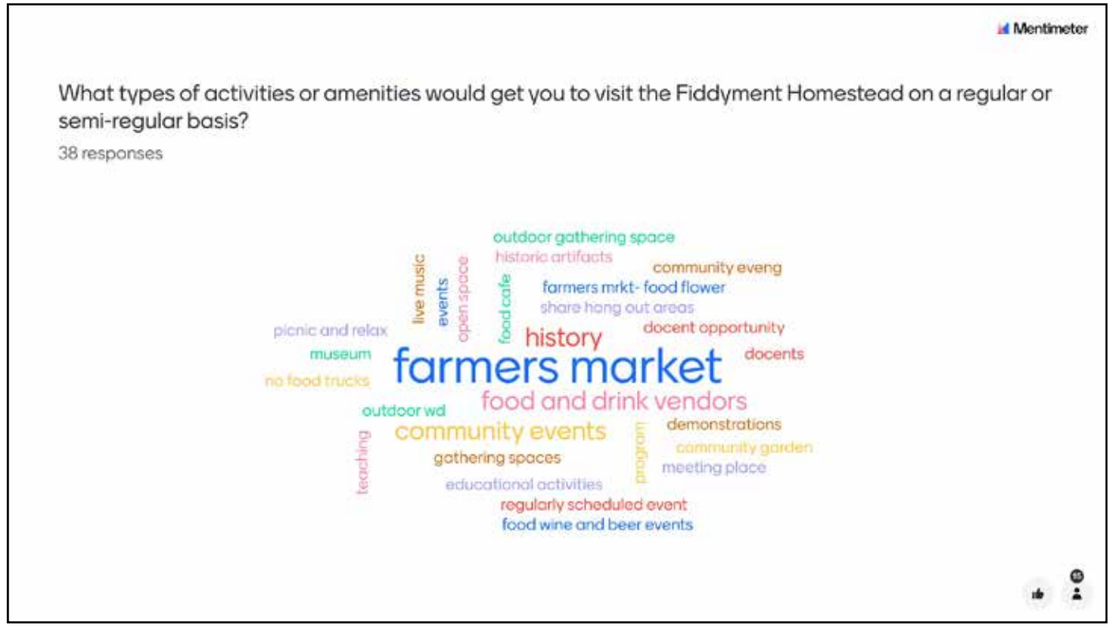


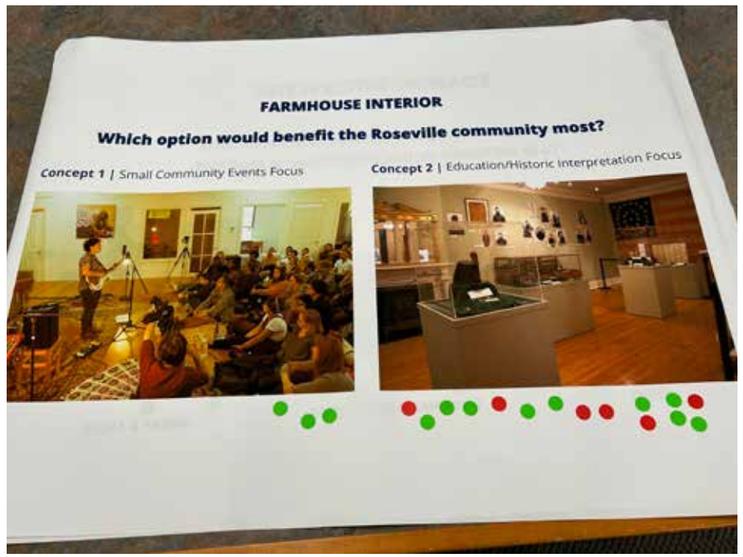
Figure 8: Sample of community responses to interactive virtual questions during the first public meeting.

A second public meeting was held on July 31, 2025 at the offices of the City of Roseville's Parks, Recreation and Libraries department in central Roseville. During the meeting, the two draft alternative concepts for the site, farmhouse, and garage were presented to the community through illustrative plans, drawings, and renderings along with a preliminary phasing plan to show how the project could be implemented over time. Community members shared their thoughts through an open question and answer period and a series of interactive exercises (Refer to Appendix C).

The Project Team used the community feedback from the second public meeting and input from City staff to develop a "Preferred Alternative," that best accommodates the needs and wants expressed during the public meetings, while preserving the historic integrity of the homestead. The Preferred Alternative materials—including illustrative plans, drawings, renderings, cost estimates, and a phasing plan to show how the project would be implemented over time—were shared with the community through the City of Roseville's website and email newsletters for a final round of public review and comment.

The project team shared the recommended concept with Dolly Fiddyment and gathered additional knowledge and insights from her in a phone call in October 2025. These final comments were consistent with the feedback gathered from the community and were incorporated into the Preferred Alternative concept presented in this document.







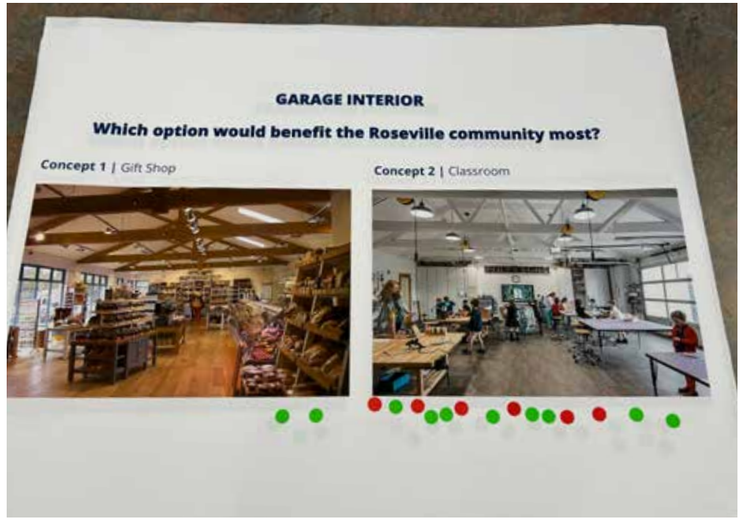


Figure 9: Roseville community members participated in discussion and interactive activtiies to share their feedback during a second public meeting, which informed development of the Preferred Alternative concept for the Fiddyment Homestead.

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PREFERRED ALTERNATIVE PLAN RECOMMENDATIONS

The Preferred Alternative Plan for the Fiddyment Homestead responds to and reflects the commnity's vision for the property, as shared during two public meetings in Janury and July 2025, respectively, as well as input from City of Roseville staff.

DESIGN NARRATIVE

Based on feedback from community members and City of Roseville staff, the overarching objective for future programming and design of the Fiddyment Homestead emphasizes the following approach:

Preserving the historic character of the property while rehabilitating the landscape, buildings, and structures as flexible, multi-use community spaces that can accommodate a wide variety of uses.



LANDSCAPE TREATMENT

Goals & Objectives

The proposed landscape enhancements to the homestead site are designed to support the uses of the historic buildings while offering educational, recreational, and community engagement opportunities.

The overall design intent emphasizes an organic, flowing layout with informal edges that guide users naturally through the site. The plan allows for the integration of various materials and the creation of flexible, multi-use spaces that accommodate a range of activities.

These improvements will help create a welcoming and inspiring environment for visitors of all ages.

Kitchen Garden

The Kitchen Garden will serve as an inviting welcome area with seating and a shaded shelter. This space has the potential to include a historic garden along with interpretive signage of the site's agricultural and planting history. The garden will include a mixture of native plants, herbs, vegetables, and flowers which will compliment interior improvements within the home, including the kitchen. The Kitchen Garden will also serve as a hands-on educational space, teaching visitors about plants, pollinators, and gardening.



Existing



Future Vision

Front Lawn

Located at the front of the house, the Lawn is a formal green space that preserves the iconic view of the homestead while offering an open area for various uses. Whether it's a family picnic, lawn games, or a wedding reception, this space provides a picturesque setting for both casual recreation and special events.





Rear Lawn

Located at the back of the house, the Rear Lawn is an informal green space designed to support both active and passive uses. It complements the adjacent patio area and can accommodate similar events as the front lawn, offering additional flexibility for community gatherings and private events.





Existing

Future Vision

The Patio

The Patio at the back of the homestead is reimagined as a multifunctional area that supports a wide range of community programs and private events. In addition to a large lawn, this space includes areas for small craft fairs, farmers markets, live music performances, and wedding ceremonies. The patio will also be enhanced by various landscape spaces with native plants, herbs, and flowers and include as ample space for seating and shade shelters.





Perimeter Trail & Fencing

Encircling the property, the Perimeter Trail will offer a quieter, more reflective experience for visitors. The trail will include passive seating areas with views of the homestead, along with interpretive signage and interactive historical displays. This trail will also help link the various spaces of the site, encouraging exploration and learning.

The site will be enclosed with fencing to ensure security. The design will include multiple gates, providing both pedestrian and vehicular entry points. These gates will support maintenance needs as well as event setup and breakdown, with clearly defined ingress and egress routes to facilitate efficient circulation throughout the site.



Existing



Future Vision

Parking and Access

A newly planned parking area will improve access to the site, with a dedicated drop-off zone and bus turnaround to accommodate guests and group tours. The design will include space for bus loading, supporting visits by school groups. As the improvements adjacent to the homestead site continue to grow, this parking area is designed to phase in additional parking that will serve the future community building.

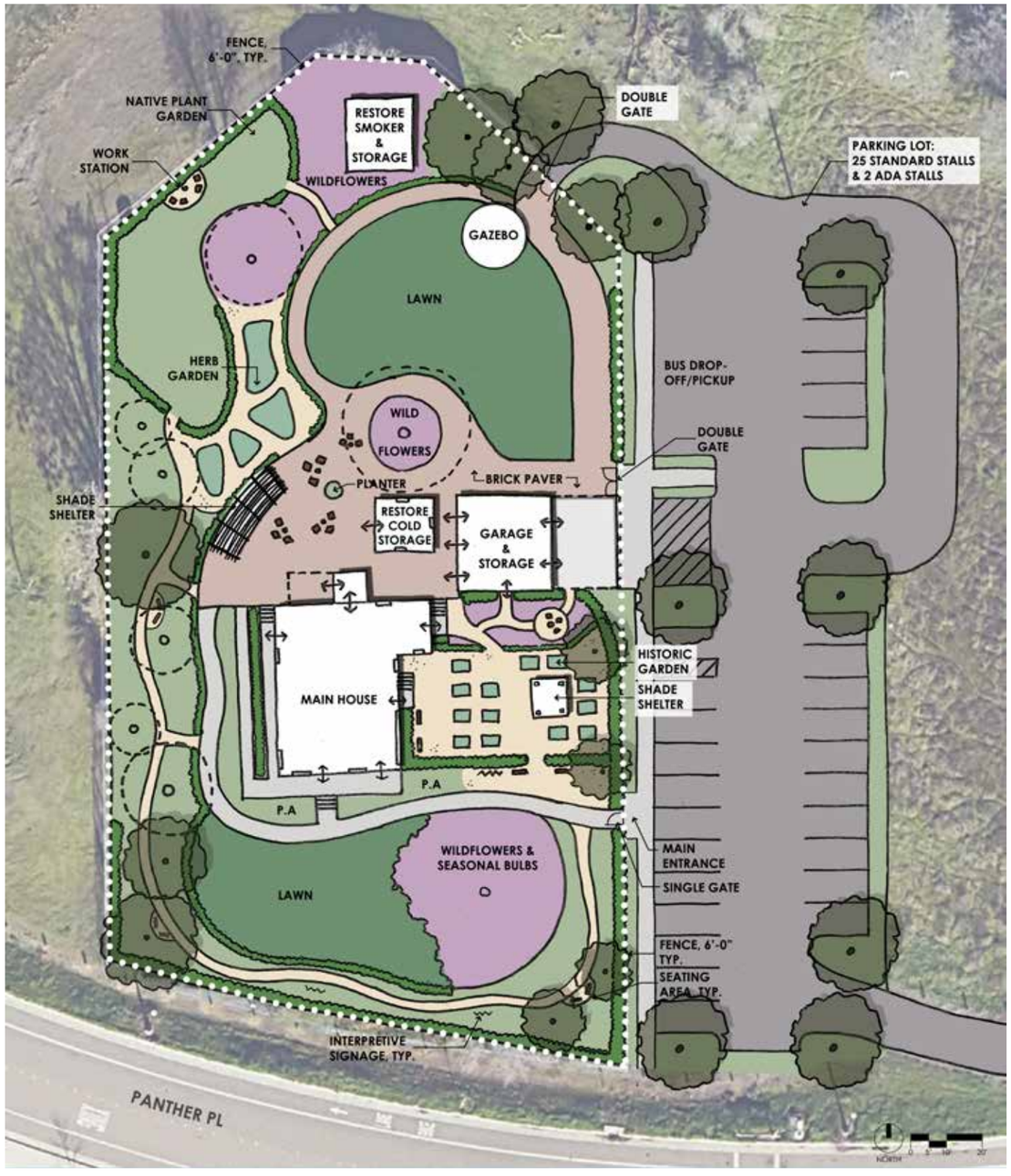


Existing



Future Vision

PREFERRED LANDSCAPE CONCEPT

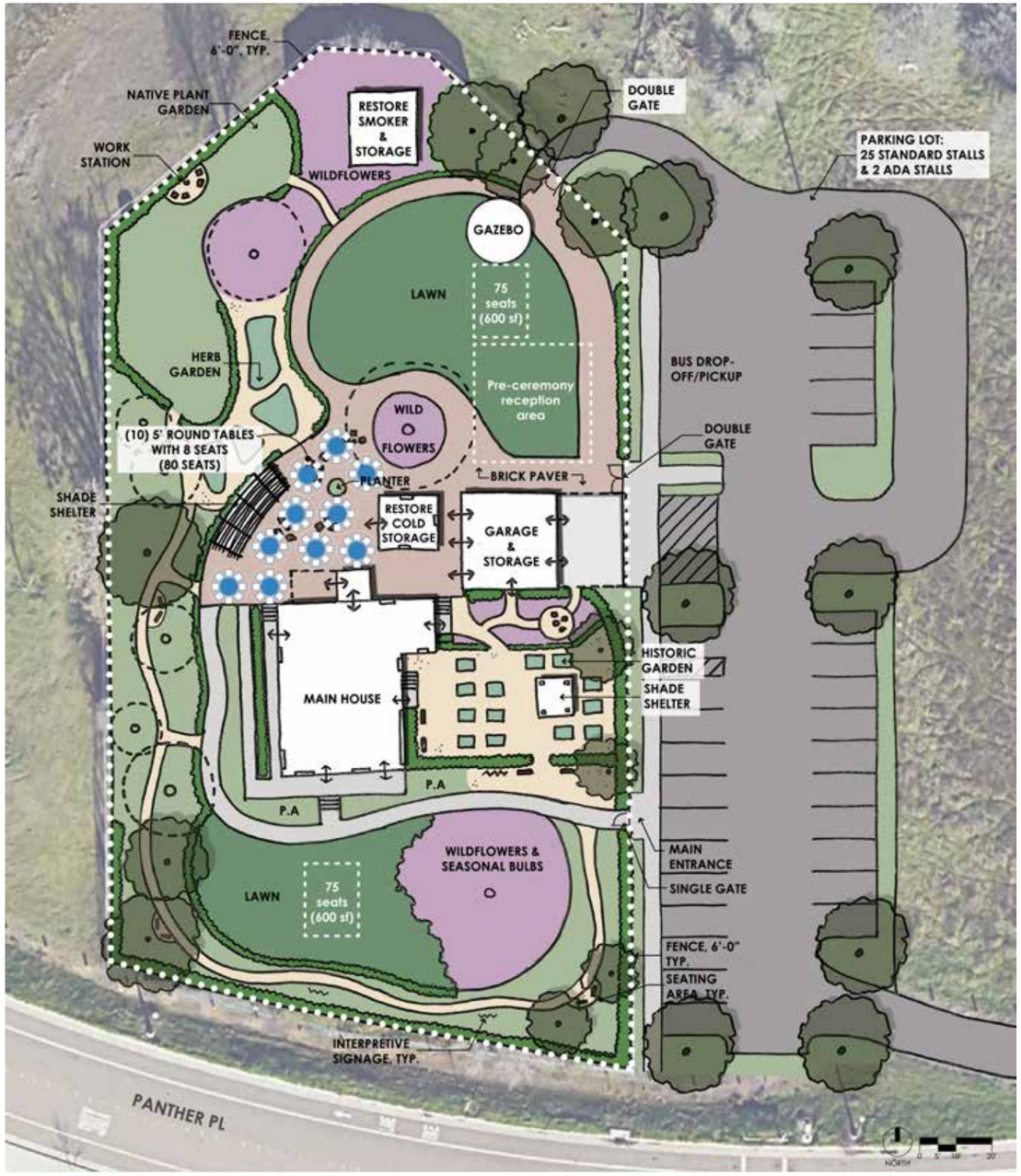


The recommended landscape concept for the Fiddyment Homestead organizes outdoor areas into distinct use zones, connected by a network of pathways that include both an internal route and a perimeter trail, allowing visitors to navigate the site with ease. These distinct use zones include: The Kitchen Garden, Front & Rear Lawns, The Patio, and Perimeter Trail.

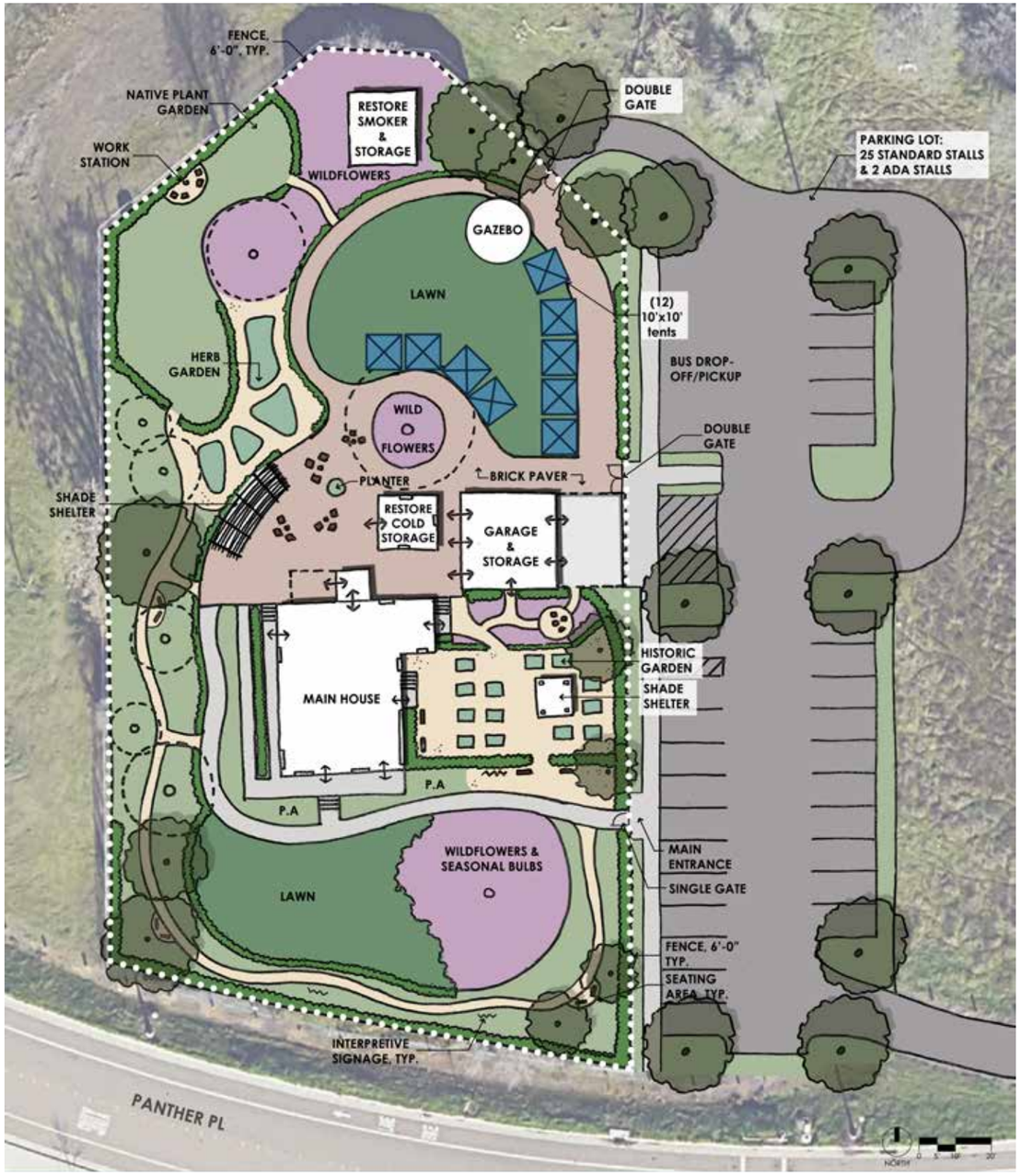
Primary access to the homestead will be maintained from the east side, while the formal Front Lawn will reinforce the front face of the home, creating a grand view visible from Panther Place. Upon arrival, visitors will be greeted by a welcome and waiting area before proceeding to the house and/or supporting areas. Strategically placed shade structures will enhance comfort and usability, while providing areas for rest and relaxation.

The perimeter trail offers an educational experience, featuring interpretive signage that highlights the site's historic structures, including the historic Smokehouse and Cooler buildings. This trail not only connects visitors to the landscape but also will also deepen their understanding of the homestead's historical significance.

EVENT LAYOUT



FARMERS MARKET LAYOUT



BUILDINGS & STRUCTURES TREATMENT

Goals & Objectives

In public meetings, the community expressed a strong preference for rehabilitating the buildings and structures at the Fiddyment Homestead with a primary focus on providing historic interpretation and educational opportunities, while offering the flexibility to accommodate occasional small community events.

As previously described, the Fiddyment Homestead site is a designated historical resource and is considered part of the environment under CEQA. To comply with CEQA and avoid adverse effects on the property's historic significance, projects at the Fiddyment Homestead should comply with the SOI Standards.

Therefore, the recommended future vision for the buildings and structures is designed to meet the needs identified by the community and City staff, while complying with the SOI Standards. The Preferred Concept for the site involves stabiliziing and providing historic interpretation for the Cooler and Smokehouse, rehabilitating the Main House as a space primarily for regular historic exhibits and occasional small events, and rehabilitating the Garage as a classroom with public restrooms.

Structures for Stabilization & Historic Interpretation

COOLER & SMOKEHOUSE

Based on the 2017 Conditions Assessment and further review in 2024, the Cooler is in fair condition with some specific items that are in poor condition. The Smokehouse is in very poor condition with extensive deterioration and structural deficiencies that have made the building unstable. Both are recommended to be stabilized to repair the buildings, prevent further deterioration, and eliminate hazardous conditions that make them unsafe for public use. Due to their small footprints and limited capacity for viable new uses, the interior spaces would be closed to the public. The stabilized buildings would be augmented with exterior historic interpretive displays or signage, describing their original function and significance, and remain primary visual elements of the landscape and interpretive programming.

If desired, the Cooler could be alternatively rehabilitated to provide on-site storage for event materials and equipment, such as tables and chairs. It is estimated that the 165-square-foot building could fit three (3) Limerick chair carts, which hold up to a total of 108 chairs (36 per cart), plus two (2) Lifetime or Global Industrial table dolly/carts, which could hold up to 20 round 72" diameter tables (10 per cart). The final selection of carts would need to be able to fit through the existing door opening. In this instance, the building may need to be repaired to provide a secure, weathertight space, which would add additional cost to the overall project.



Figure 10: The Smokehouse (2024).



Figure 11: The Cooler (2024).

Structures for Reuse

MAIN HOUSE

Exterior

The Main House is in fair to good condition. Recommended priority exterior alterations consist of completing priority stabilization work, including retrofitting or replacing the brick masonry foundation; repairing damaged, deteriorated, or missing materials as needed to weatherproof and rodent-proof the house and prevent further deterioration; rehabilitating windows and doors; and repainting the exterior cladding.

Additionally, in order to allow for public access to the interior of the building, the requirements of the Americans with Disabilities Act (ADA) must be met. Accessibility upgrades include adding a low ramp at the west side of the house and a raised deck, level with the finished floor at the south and west elevation. Although not required, recommendations also include installation of a railing and steps aligned with the front door that are compatible with the historic character of the building.

Further recommended alterations include installing fabric shade canopies over the new accessible ramp at the west side of the house and reopening a previously infilled window at the west elevation to provide more natural light to the living room space, as well as interpretive opportunities to reveal layers of physical alteratons to the building over time.



Figure 12: The front (south) facade of the Main House, view north (2024). Approximate location of new raised deck indicated by light blue dashed line.



Figure 13: The east elevation of the Main House, view northwest (2024).



Figure 14: Photograph of the west elevation taken in the 1920s, showing the location of a window recommended to be reopened (outlined with dotted red line). Source: Roseville Historical Society.

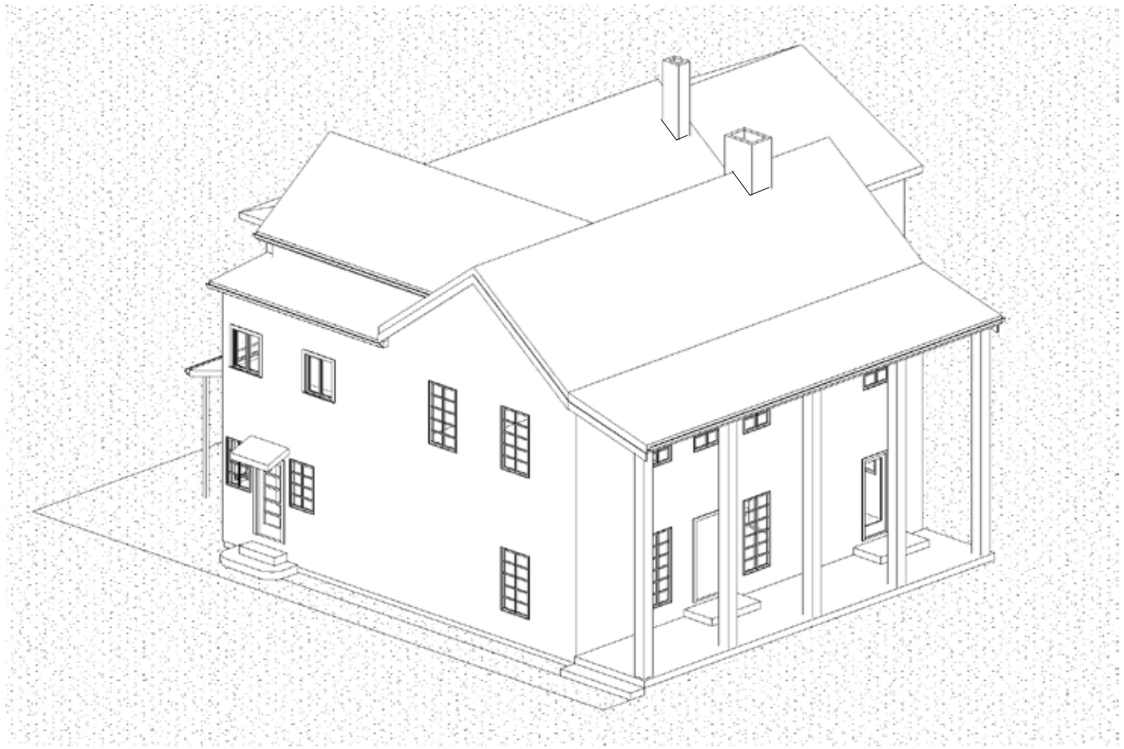


Figure 15: The west elevation of the Main House, view east (2024). The location of a window recommended to be reopened is outlined with a dotted red line. The approximate location of a new raised deck is indicated by light blue dashed line.

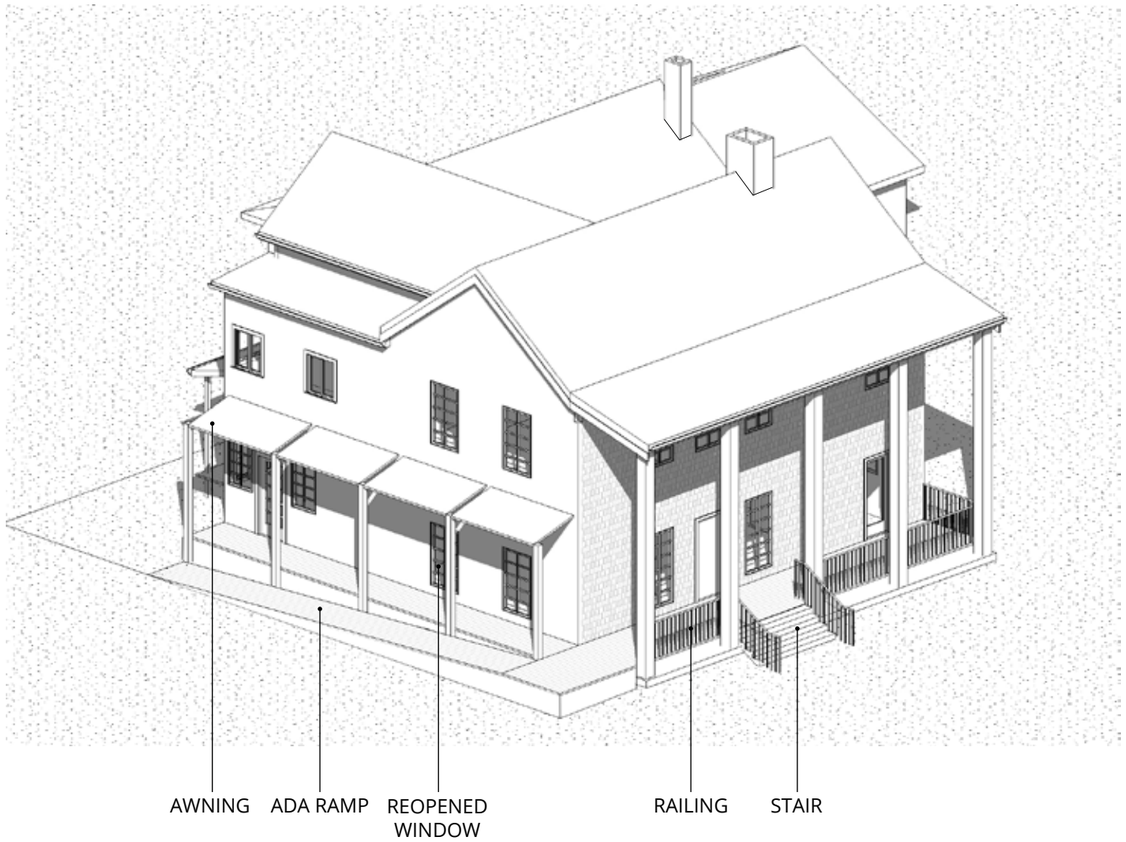


Figure 16: The rear (north) elevation of the Main House, view south (2017).

MAIN HOUSE EXTERIOR RECOMMENDATIONS

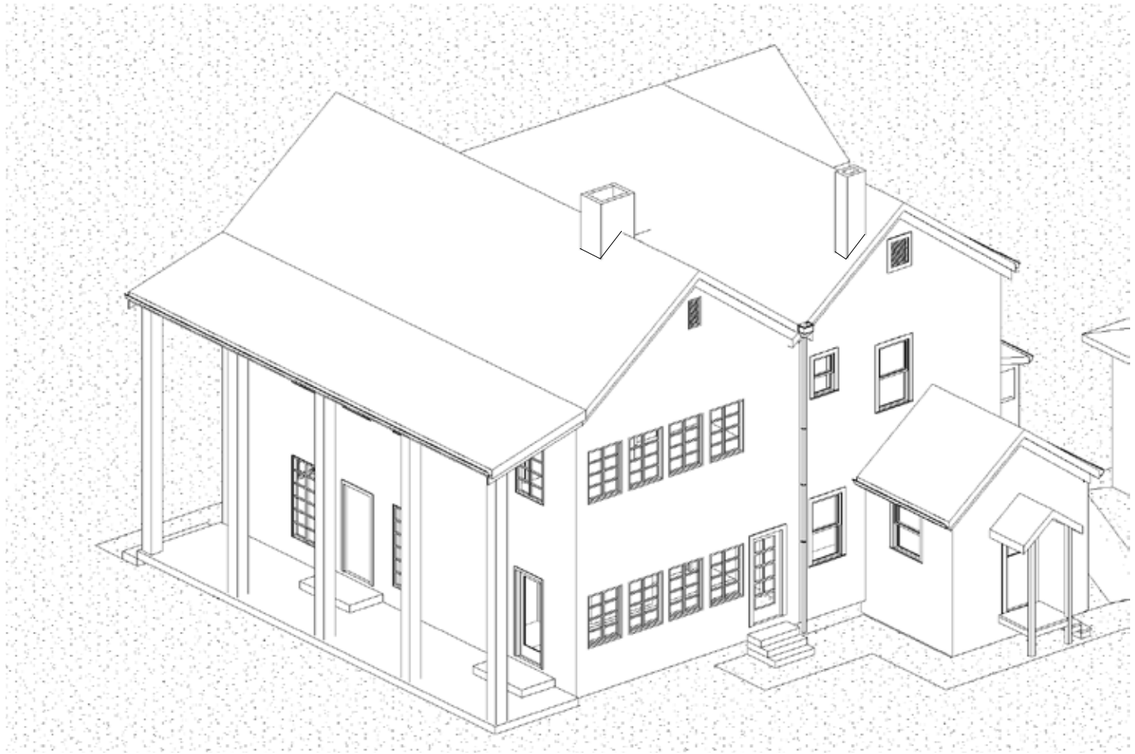


EXISTING



PROPOSED

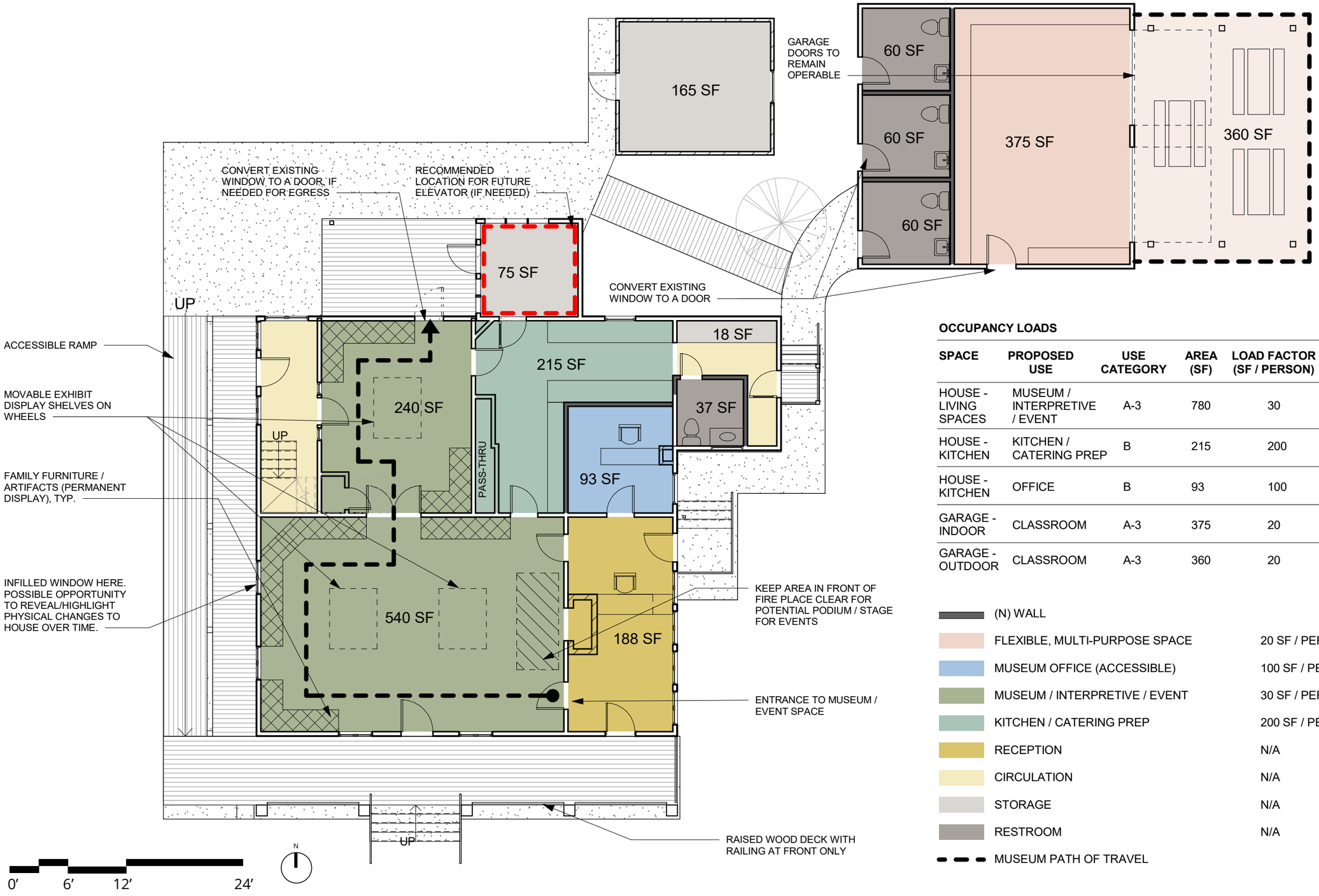
MAIN HOUSE EXTERIOR RECOMMENDATIONS



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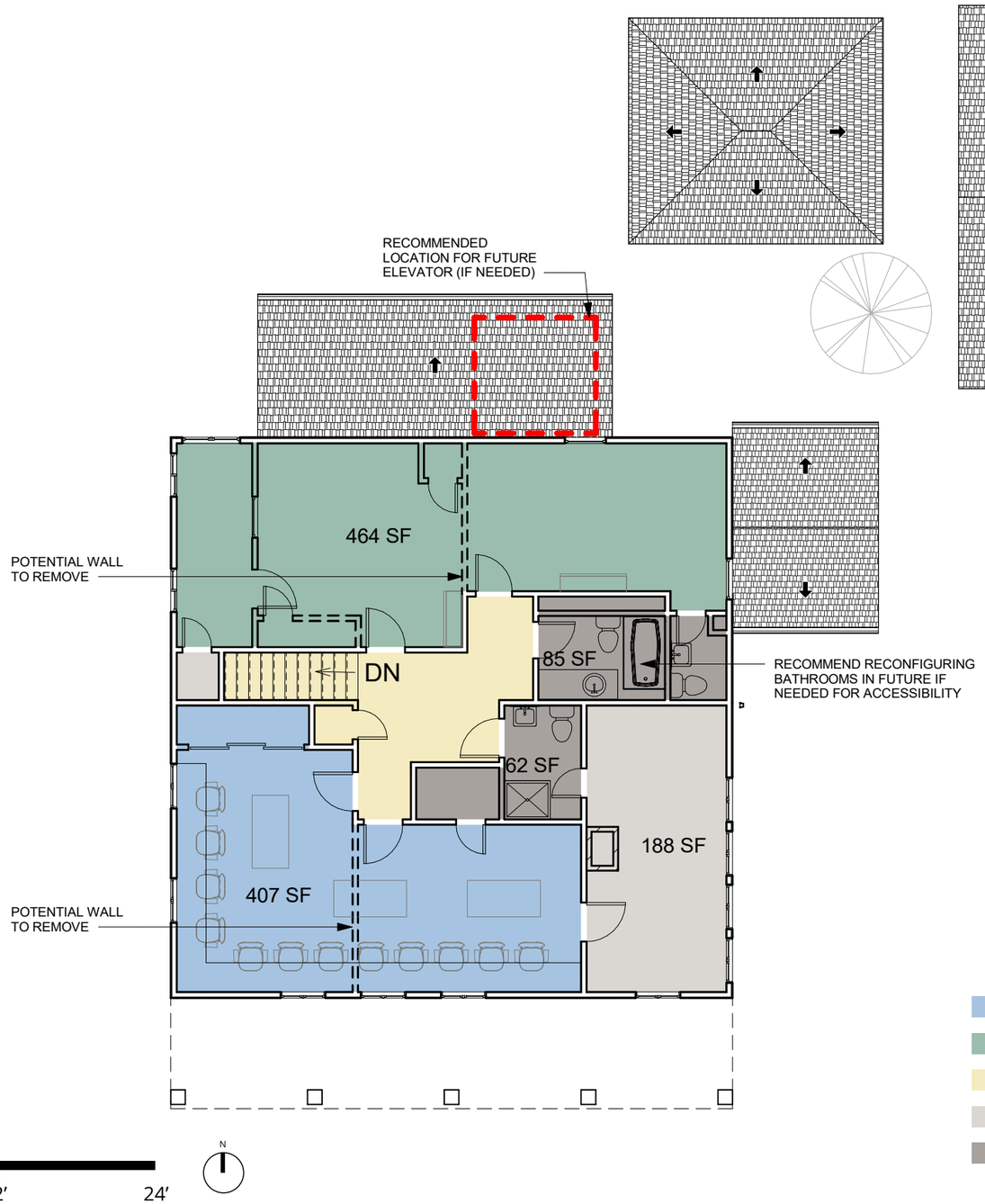
PROPOSED

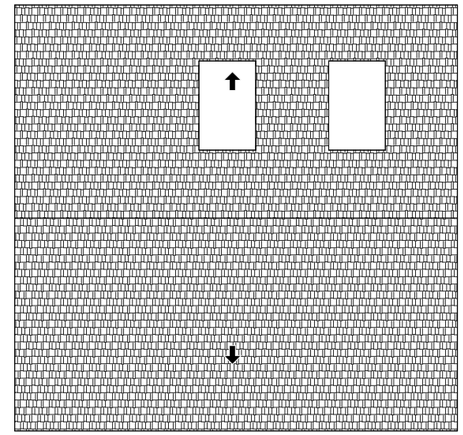


OCCUPANCY LOADS

SPACE	PROPOSED USE	USE CATEGORY	AREA (SF)	LOAD FACTOR (SF / PERSON)	NUMBER OF OCCUPANTS
HOUSE - LIVING SPACES	MUSEUM / INTERPRETIVE / EVENT	A-3	780	30	26
HOUSE - KITCHEN	KITCHEN / CATERING PREP	B	215	200	2
HOUSE - KITCHEN	OFFICE	B	93	100	1
GARAGE - INDOOR	CLASSROOM	A-3	375	20	19
GARAGE - OUTDOOR	CLASSROOM	A-3	360	20	18

(N) WALL	
FLEXIBLE, MULTI-PURPOSE SPACE	20 SF / PERSON
MUSEUM OFFICE (ACCESSIBLE)	100 SF / PERSON
MUSEUM / INTERPRETIVE / EVENT	30 SF / PERSON
KITCHEN / CATERING PREP	200 SF / PERSON
RECEPTION	N/A
CIRCULATION	N/A
STORAGE	N/A
RESTROOM	N/A
MUSEUM PATH OF TRAVEL	





OCCUPANCY LOADS

SPACE	PROPOSED USE	USE CATEGORY	AREA (SF)	LOAD FACTOR (SF / PERSON)	NUMBER OF OCCUPANTS
HOUSE - LIVING SPACES	UPPER FLOOR OFFICE	B	407	100	5
HOUSE - LIVING SPACES	FUTURE MUSEUM /GALLERY/EVENT SPACE	B	464	30	16

OPEN WORK SPACE	100 SF / PERSON
FUTURE MUSEUM/GALLERY/EVENT SPACE	30 SF / PERSON
CIRCULATION	N/A
STORAGE	N/A
RESTROOM	N/A

Sunroom

The recommended vision for the first floor is to rehabilitate it to accommodate a variety of community uses with a primary focus on providing opportunities for the public to learn about the history of the Fiddyment Homestead and Roseville's 19th-century settlers through regular museum exhibits and educational displays.

The sunroom at the southeast corner of the first floor will serve as the main point of entry and reception area for visitors and school groups to the Main House. Visitors will have the opportunity to receive basic information about the Fiddyment Homestead, directions, and purchase tickets for tours or events as needed in this room before continuing on to the main exhibition spaces.



Existing



Future Vision

Living Room and Dining Room

The main exhibition spaces will be located directly to the west in the living room and dining room. This plan envisions that these exhibition spaces will be flexibly designed, with artifacts and interpretive signage displayed along the perimeter walls. Additional moveable wheeled displays with additional artifacts and interpretive information, placed in the center of the rooms, could be temporarily stored in the dining room to accommodate small community events in the living room, as needed. These small events could consist of speaking engagements, live performances, small weddings, meetings, or other community activities.

In coordination with the broader future plans for Pistachio Regional Park, the living room and dining room could potentially be used to temporarily house a branch of the public library, while a new planned community center and library are constructed in the park. In this scenario, the library would move from the Fiddyment ranch house into the new community center upon its completion.

There does not seem to be an immediate conflict that would impact historic integrity with this interim use; however to fully evaluate occupancy of the house as an interim library use, P&T recommends the City undertake a study that evaluates accessible access, egress requirements, fire and life safety related to a library use, as well as structural considerations that may impact the existing foundation in order to support an interim library function at this location.









Existing

Future Vision

Kitchen & Restroom

The large existing kitchen will be updated to serve as a warming/ catering prep kitchen for events at the Fiddyment Homestead that contains modern, code compliant appliances and usable counter space. A commercial exhaust fan may be required if food preparation beyond re-warming and plating is desired.

The existing restroom to the east of the kitchen will be enlarged to provide facilities for staff. The restroom would be accessible from the kitchen and exterior stairs at the east side of the house. A portion of the existing kitchen adjacent to the sunroom could be converted to a small administrative office.





Screened-in Porch

The screened-in porch at the rear of the house offers opportunities to support the overall functionality of the Main House and homestead site to meet evolving programming needs. The porch could be used as a future option to add an additional public restroom cabin to serve larger capacity events. This would require converting the space to a fully finished and enclosed space and installation of plumbing, electrical, and HVAC systems in the space. Alternatively, if public access to the second story is desired to expand public programming offerings inside the Main House, the screened-in porch would be the recommended location to construct an elevator to the second floor. Constructing an elevator at this location would have minimal impact on primary views of the house from surrounding existing and planned streets and minimize physical impacts on the historic exterior features of the house. However, adding an elevator would alter the upper floor's exterior appearannce and should be completed in a manner consistent with the Secretary of the Interior's Standards.





Existing

Future Vision

Second Floor

The second floor will be prepared so that it can accommodate a mixture of staff back-of-house uses and potential future public uses. Rooms at the south side of the floor are recommended to be reused as a creative workspace for staff to prepare museum exhibit displays, school tour activities, and other materials for public events. Space would also be provided for the storage of portable historical artifacts and archival items, as well as other materials, which could be used in rotating exhibits.

If public access to the second floor is desired and feasible, rooms at the north side of the floor are recommended for adaptation as public gallery spaces that could be used to expand programming offerings at the homestead to include other types of exhibits and rotating events, such as community art exhibitions or exhibits that highlight elements of Roseville's more recent history. Note that public access to the second floor would require ADA upgrades, such as the installation of an elevator, as described in the previous screened-in porch section. The elevator would be located at the north (rear) side of the building and open directly into these public gallery spaces.







Existing

Future Vision

GARAGE

Although built during a later period of the homestead's development in the mid-20th century, the Garage is considered historic and provides an opportunity for additional indoor/ outdoor community spaces, while addressing the need for accessible public restrooms at the site. Expanding upon the overarching vision of flexibility, adaptibility, and wide-ranging public benefit at the Fiddyment Homestead, the Garage would be repurposed into a multi-purpose building for a variety of uses and activities. Potential public uses could include youth activities, educational or art classes, community meetings, birthday parties, a gift shop or refreshment stand, small practice space, and more.

Exterior

The Garage is in fair to good condition. Recommended exterior work includes completing regular maintenance and repairs as well as a seismic retrofit to prepare the building for public access. Minor exterior alterations to enhance public use of the building include replacing the roof and repainting the exterior cladding. Two existing window openings at the building's west and south elevations will be converted into doors to provide access to the interior and into one of the new restroom cabins. New skylights will be added to the roof to bring natural lighting inside the building and minimize visual changes to its exterior.

To create a flexible public-use space, a new concrete slab will be poured at the exterior east side of the Garage. A new wood trellis will be added over the existing garage door openings to provide shade over an outdoor patio area, and new tables and seating will be installed. The existing garage doors will be refurbished to be safely opened and closed as needed in order to connect the indoor multi-use space with the new outdoor covered patio.

Interior

The interior of the Garage will be upgraded to create a comfortable climate-controlled space suitable for regular public use. This includes installing a new concrete floor, insulated and finished perimeter walls, lighting, ceiling fans, and HVAC system. Three accessible individual, gender-neutral restroom cabins, including an accessible restroom will be added within the west side of the building and reuse two existing exterior doors and the new door opening created by converting the existing window opening.





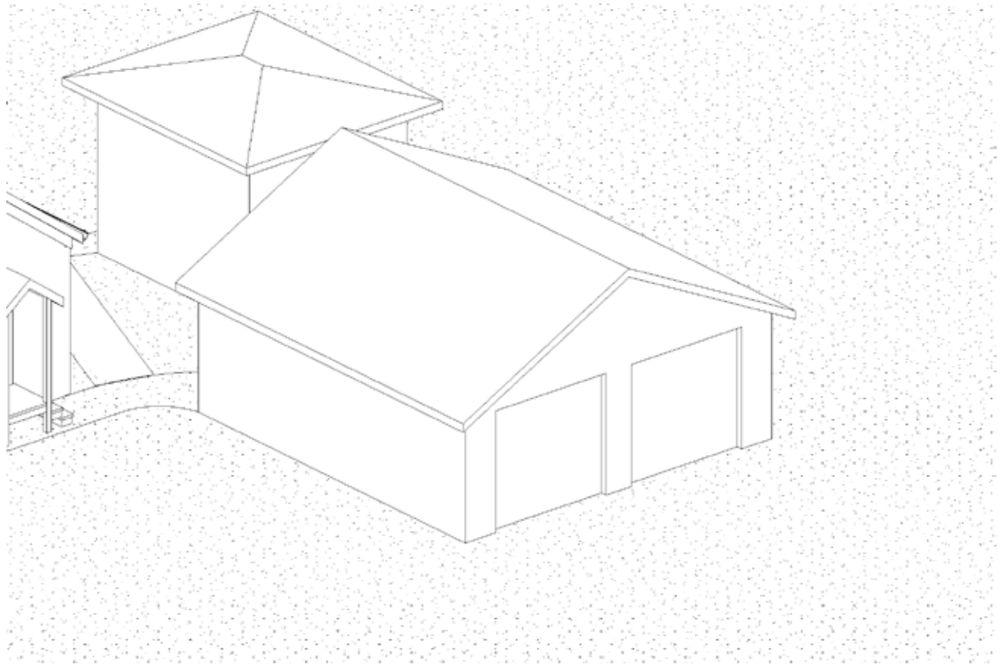


Existing

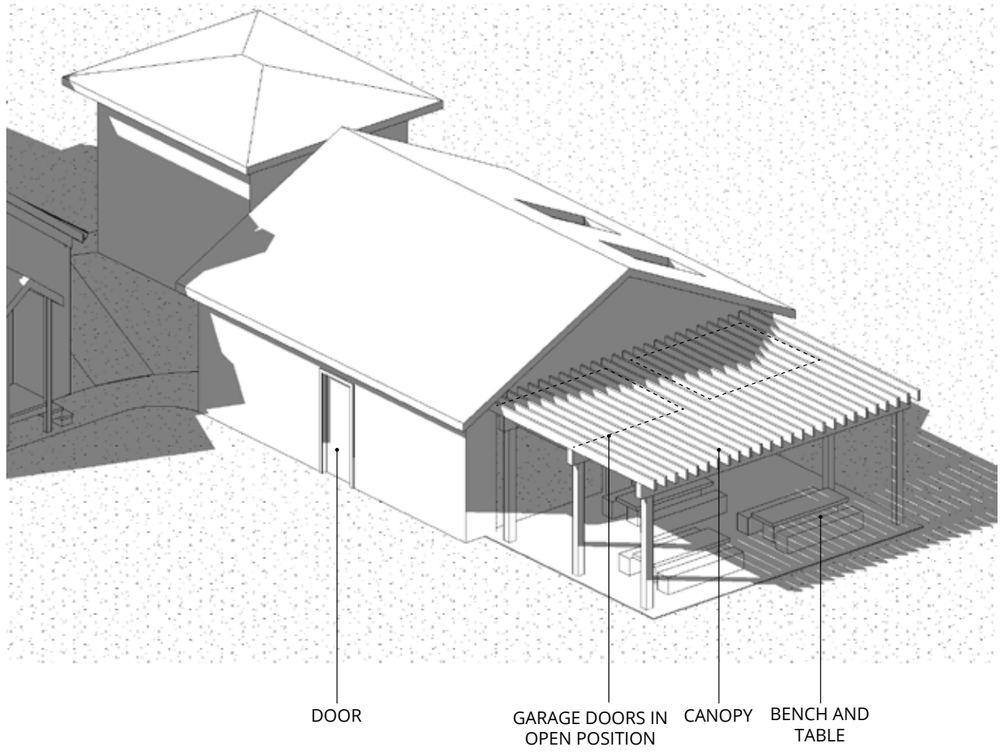


Future Vision

GARAGE EXTERIOR RECOMMENDATIONS



EXISTING



PROPOSED

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INTERPRETATION

The historic and scenic setting of the Fiddyment Homestead offers plentiful opportunities for public education and enrichment through a bespoke program of historic interpretation. Historic interpretation at the site will primarily consist of a series of signs and displays thoughtfully arranged around the site to encourage the public to explore and gain a deeper understanding of the history and operation of the Fiddyment Homestead and its broader connections to the history of Roseville. Interpretation may also provide educational information on the natural history and ecology of the area.

Interpretive signage and programming may also present opportunities to connect the Fiddyment Homestead to other sites within the larger future planned development of Pistachio Regional Park. Located on farmland previously owned by the Fiddyment family, Pistachio Park contains the sites of other former historic buildings and structures (since removed) that were once part of the Fiddyment family's agricultural holdings. As such, the preserved historic buildings and landscape at the Fiddyment Homestead project site could serve as the jumping off point to learn about the broader operation and layout of the Fiddyment family's farmland and its connections to Roseville's development over time.



Landscape Interpretation

Signs will be located at points of entry, along the perimter path running through the site, and in front of individual buildings, structures, or important landscape features to explain their history, use, and function. Displays may also be developed that explore the agricultural history and natural ecology of the Fiddyment Homestead area, including information about native wildlife and ways in which 19th-century settlers utilized and altered the natural landscape.

The interpretive display signs will be designed so that they are compatible with the rustic feel of the homestead and are durable, long-lasting, require minimal maintenance, and can be easily cleaned.

It is recommended that a specialist be hired to develop an interpretive plan, which includes the specific content and comprehensive design for the interpretive displays and signage throughout the site. This will help ensure that the interpretive programming and infrastructure is well-coordinated across the site and meets accessibility requirements.









Main House Interpretation

The Main House presents an unparalleled opportunity to evoke the early American history of Roseville, through the example of the Fiddyment family and establishment of the Fiddyment Homestead. Interpretive signs and graphics will be placed at the exterior of the house and throughout the first floor, exploring the history of the house and Fiddyment family and connecting them to the broader history of Roseville and the experiences of early American settlers. These will be accompanied by curated displays of artifacts, memorabilia, family photos, artwork, and other ephemera.

A recommended path of travel for visitors would begin at the reception area in the sunroom and wind through thematic displays arranged in the living room and dining room, which trace the typical journey of Roseville's pioneer settler families from their arrival in the area and early efforts to set down roots to their role in creating the Roseville of today. Potential themes interpretive exhibits could explore include, but are not limited to the following:

1. Arrival of Pioneer Families: Experience what the journey to and arrival in the Roseville area would have been like in the 19th century, using the Fiddyment family as a primary example.
2. Putting Down Roots: Learn about how early American settlers established the foundations of Roseville (i.e. building houses and starting businesses).
3. Home Life: Delve into details about how Roseville's farming families lived in the 19th and early 20th centuries.
4. Food/Agriculture: Explore how families like the Fiddyments impacted the natural landscape and agricultural development of the Roseville area.



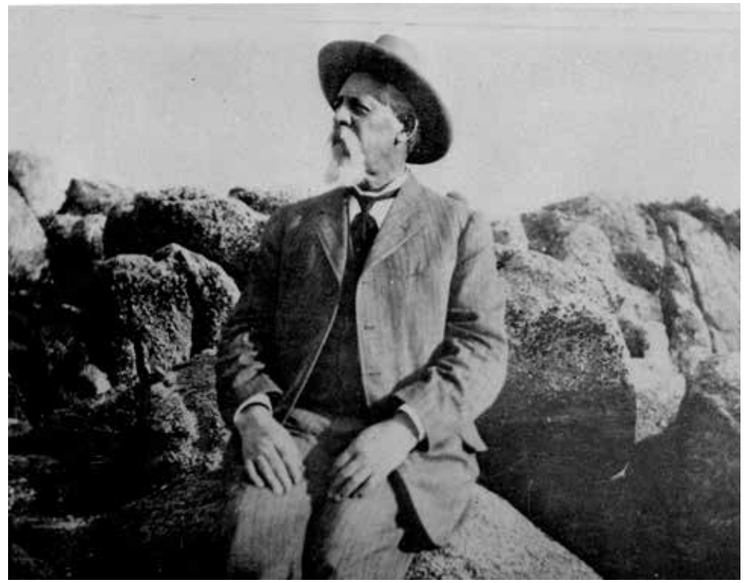






Figure 19: Sampling of assorted historic photographs, showing life on the Fiddyment Homestead. Source: Roseville Historical Society.

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ANTICIPATED PHASING & IMPLEMENTATION

The City of Roseville envisions the rehabilitation of the Fiddyment Homestead as a long-term project, whose overall scope and timeline are dependent upon identifying and securing the required funding resources. To progress the project and ensure that the main priorities for the future of the Fiddyment site are met while all necessary funding is acquired, the project will be completed in phases.

Recommended phasing for completion of the project prioritizes the following goals:

- Preservation of the Fiddyment Homestead's historic buildings and structures
- Providing public access to portions of the site as soon as possible
- Constructability, ensuring that work is completed in a logical, orderly, and efficient manner

RECOMMENDED PROJECT PHASING

The recommended project phasing for rehabilitation of the Fiddyment Homestead first prioritizes stabilizing the historic buildings to mitigate existing safety and condition issues, which will allow City staff and workers to safely access the site and halt further deterioration of the buildings while the rest of the site is rehabilitated.

Following this initial stabilization effort, Phase 2 would consist of basic site landscaping and preparation to remove tree stumps and debris, complete basic site regrading, install temporary fencing and site security measures, and provide parking and ADA acccommodations. This phase may also include completion of a paved parking lot adjacent to the Fiddyment Homestead site, which could be expanded in future phases of work to integrate into broader future plans for Pistachio Regional Park.



Initial public access to the site would begin with the completion of Phase 3, during which the recommended scope for the Front Lawn and Kitchen Garden, including landscaping, planting perimeter shade trees, an entry seating area, and accessible pathways would be added at the front of the property. This would allow the public to recreate and enjoy the front portion of the Fiddyment property for a variety of outdoor community events, picnics, and passive recreation, while improving the visibility and appearance of the property from Panther Place. The recommended landscaping treatment for the rear portion of the site would not be completed during this phase to allow the rear of the property to be used as a staging area for construction materials, equipment, and trucks necessary for renovating the Main House and rest of the property. Temporary, but aesthetically compatible, fencing would be installed between the front and rear portions of the site to screen the rear staging area from public view during this phase.

In Phase 4, recommended interior upgrades and renovations to the Main House and Rear Patio would be completed, transforming it into an accessible, multi-use public building with regular public use as a place to learn about the history of the Fiddyment Homestead and Roseville's broader agricultural and pioneer roots. If desired, the Main House could temporarily house a branch of the public library while a planned new community center and library is constructed in Pistachio Regional Park.

The recommended landscaping treatment for the rear portion of the site—including the Rear Lawn, Perimeter Trail, and rear gardens — would occur during Phase 5, offering expanded opportunities for outdoor programming and maximing public access to the site.

The project would conclude with rehabilitation of the Garage as a multi-purpose space for a range of public uses, further enhancing the range and variety of public use spaces at the Fiddyment Homestead.

Phase 1

- Stabilize Buildings (Address hazardous conditions, prevent further deterioration)

Phase 2

- Base Landscape scope (Cleanup site, remove stumps, basic regrading, install fencing/site security, basic parking and ADA) to prepare for exterior site public access
- Parking Lot Phase 1

Phase 3 (Public access begins)

- Front Lawn, Kitchen Garden, and Front Entry Paths
- Plant Perimeter Shade Trees

Phase 4

- House Base Adaptive Reuse Scope
- Additional House Adaptive Reuse Scope
- Rear Patio

Phase 5

- Rear Paths, Lawn, and Community Gardens

Phase 6

- Garage Base Adaptive Reuse Scope
- Additional Garage Adaptive Reuse Scope



Figure 20: Recommended project phasing approach.

COST ESTIMATE SUMMARY

J.R. Conkey and Callander Associates, with input from Page & Turnbull, prepared cost estimates for the Preferred Alternative Plan for the Fiddyment Homestead. To assist City staff planning efforts and set fundraising goals for phases of the project, the estimated costs have been broken down into two categories: 1) work that is required to make the site and interior of the Main House and Garage safe for public access by halting ongoing deterioration and resolving existing hazardous conditions, and 2) work that is necessary to achieve the desired future programming goals outlined in the Preferred Alternative Plan vision. This estimate was prepared in 2025 dollars. Costs shown should add a 3-5% escalator for each year after 2025.

BUILDINGS
Required Work
1. Required for any public access to site
BUILDINGS PRIORITY STABILIZATION
Total Cost: $600K - $800K (including markups)
2. Required for public access to building interiors
MAIN HOUSE
Total Cost: $1.5M - $2.25M (including markups)
GARAGE
Total Cost: $250 - $350 (including markups)
Additional Items Based on Selected New Use (Can Mix & Match)
PREFERRED CONCEPT: EDUCATION/HISTORIC INTERPRETATION FOCUS
MAIN HOUSE (MUSEUM, KITCHEN, & OFFICES)
Total Cost: $300K - $400K (includes markups)
GARAGE (CLASSROOM)
Total Cost $250K - $300K (including markups)
Total Building Rehabilitation Cost Estimates
$2.9M-$4.1M

LANDSCAPE
Required Work
SITE PREPARATION
Total Cost: $325K - $375K
PARKING LOT (PHASE 1)
Total Cost: $450K - 500K
LANDSCAPE MAINTENANCE
Total Cost: $15K - $30K
CONTINGENCY
Total Cost: $500K - $600K
TOTAL FOR $1.3M - $1.5M
Additional Items Based on Selected New Use (Can Mix & Match)
PREFERRED CONCEPT: ORGANIC LANDSCAPE
Total Cost $750K - $850K
Total Landscape Cost Estimates
$2M-$2.4M

ESTIMATED PROJECT TOTAL
$4.9M-$6.5M

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APPENDIX A: COST ESTIMATES

CITY OF ROSEVILLE, CALIFORNIA - PARKS RECREATION & LIBRARIES DEP'T

PROJECT: **FIDDYMENT FARM - HISTORIC / ARCHITECTURAL REHABILITATION & REUSE**
BUILDING: **SUMMARY MARKUP**
PHASE: **PRELIMINARY CONCEPT DESIGN**
PREPARED BY: JR CONKEY & ASSOCIATES
PREPARED FOR: PAGE & TURNBULL

ESTIMATE DATE: **JULY 16, 2025**

S U M M A R Y (WITH MARKUP)

BUILDING	NO. OF UNITS	TOTAL SF	C U R R E N T (PRELIMINARY) COST PER UNIT	TOTAL COST OF PRIORITY ITEMS	TOTAL COST OF ADD'L RECOMMENDED ITEMS	TOTAL COST OF PRIORITY & RECOMMENDED ITEMS
*NOTE (PLEASE SEE 'SUMMARY NO MARKUP' FOR RAW PRICE)						
COST FOR EACH ITEM INCLUDES THE FOLLOWING MARKUPS:						
SPECIAL INSPECTIONS & TESTING 3%						
DESIGN PHASES AND FEES 15%						
ESTIMATING CONTINGENCY 25 %						
PHASING 15 %						
TARIFF 15 %						
ESCALATION TO BID 10%						
ESCALATION FROM BID 3.33%						
SITE, UTILITIES, LANDSCAPING OPTION 1						
(ESTIMATE FROM CALLENDAR ASSOCIATES		37,089	$60.38	$2,239,393	$0	$2,239,393
MAIN HOUSE PRIORITY STABILIZATION SCOPE		3,460	$148.18	$512,690	$0	$512,690
ADDITIONAL SCOPE COMMON FOR BOTH CONCEPTS 1 & 2		3,460	$626.00	$2,165,943	$0	$2,165,943
MAIN HOUSE CONCEPT 1 (SMALL COMMUNITY EVENT FOCUS)		316	$809.07	$0	$255,666	$255,666
MAIN HOUSE CONCEPT 2 (EDUCATION/HISTORIC INTERPRETATION FOCUS)		316	$985.23	$0	$311,331	$311,331
GARAGE SCOPE COMMON FOR BOTH CONCEPTS 1 &2		613	$494	$302,530		$302,530
GARAGE CONCEPT 1 (GIFT SHOP)		613	$211		$129,263	$129,263
GARAGE CONCEPT 2 (CLASSROOM)		613	$406		$248,900	$248,900
COOLER		180	$409	$73,649	$0	$73,649
SMOKEHOUSE		395	$293	$115,910	$0	$115,910
TOTAL CONCEPT 1		3,460	$1,027.64			$3,555,651
TOTAL CONCEPT 2		3,460	$1,078.31			$3,730,954

QUALIFICATIONS:

1.) ESTIMATE ASSUMES DESIGN/BID/BUILD DELIVERY METHOD
2.) PRICING WITHIN THE ESTIMATE EXPECTS A MINIMUM OF 5 RESPONSIVE GENERAL CONTRACTOR BIDS ASSUMES FULL AND OPEN COMPETITION. IN OTHER WORDS, NO REQUIREMENTS FOR SMALL BUSINESS, ETC.
3.) THE VARIANCE OF BIDS RECEIVED CAN AFFECT THE BID RESULTS, EXPECTATIONS ARE AS FOLLOWS:

1 bid	+15% to +40%
2-3 bids	+8% to +12%
4-5 bids	-4% to +4%
6-7 bids	-7% to -5%
8 or more bids	-12% to -8%

4.) ESTIMATE EXCLUDES:
NON-CONSTRUCTION COSTS
FF&E - EXCEPT AS NOTED
MODULAR FURNITURE OR FURNITURE OF ANY TYPE
CONSTRUCTION CONTINGENCY (CHANGE ORDER COST)
5.) THIS IS AN ESTIMATE OF PROBABLE COST, NOT A GUARANTEE.
6.) PRICES ON MATERIALS AND LABOR HAVE FLUCTUATED AND INCREASED TREMENDOUSLY SINCE COVID. WE HAVE INCLUDED A HIGHER THAN NORMAL ESCALATION PERCENTAGE BASED ON THE CURRENT ECONOMIC CONDITIONS. WE HAVE ALSO ADDED A MARK-UP FOR MARKET CONDITIONS, SUPPLY CHAIN, ETC.
7.) ESTIMATE PERFORMED ON CONCEPTUAL DEVELOPMENT DRAWINGS BY PAGE & TURNBULL DATED 5/9/2025 (100 SHEETS).
8.) NOTE THAT DUE TO THE RECENT FIRES IN SOUTHERN CALIFORNIA IN JANUARY 2025.
9.) ESTIMATE EXCLUDES OFF-SITE WORK OUTSIDE PROPERTY LINES (EXCEPT SITE UTILITIES, PATCHING).
10.) NOTE THIS COST DOES NOT INCLUDE ANY CONTINGENCY IN THE EVENT THE BUILDINGS ARE DAMAGED OR REDUCED DUE TO WEATHERIZATION, FIRE DAMAGE, & DEFERRALS TO PROJECTS.
11.) ESTIMATE FOR THE PRIORITZATION SCOPE IS BASED ON PREVIOUS ESTIMATE DONE IN JULY 2017 FOR "FIDDYMENT RANCH CONDTIONS ASSESSMENT AND STABILIZATION RECOMMENDATIONS.

CITY OF ROSEVILLE, CALIFORNIA - PARKS RECREATION & LIBRARIES DEP'T

PROJECT: **FIDDYMENT FARM - HISTORIC / ARCHITECTURAL REHABILITATION & REUSE**
BUILDING: **SUMMARY NO MARKUP**
PHASE: **PRELIMINARY CONCEPT DESIGN**
PREPARED BY: JR CONKEY & ASSOCIATES
PREPARED FOR: PAGE & TURNBULL

ESTIMATE DATE: **JULY 16, 2025**

S U M M A R Y (NO MARKUP)

BUILDING	NO. OF UNITS	TOTAL SF	C U R R E N T (PRELIMINARY) COST PER UNIT	TOTAL COST OF PRIORITY ITEMS	TOTAL COST OF ADD'L RECOMMENDED ITEMS	TOTAL COST OF PRIORITY & RECOMMENDED ITEMS
SITE, UTILITIES, LANDSCAPING OPTION 1						
(ESTIMATE FROM CALLENDAR ASSOCIATES		37,089	$32.40	$1,201,823	$0	$1,201,823
MAIN HOUSE PRIORITY STABILIZATION SCOPE		3,460	$79.52	$275,147	$0	$275,147
ADDITIONAL SCOPE COMMON FOR BOTH CONCEPTS 1 & 2		3,460	$335.96	$1,162,405	$0	$1,162,405
MAIN HOUSE CONCEPT 1 (SMALL COMMUNITY EVENT FOCUS)		316	$434.21	$0	$137,209	$137,209
MAIN HOUSE CONCEPT 2 (EDUCATION/HISTORIC INTERPRETATION FOCUS)		316	$528.74	$0	$167,083	$167,083
GARAGE SCOPE COMMON FOR BOTH CONCEPTS 1 &2		688	$236	$162,360		$162,360
GARAGE CONCEPT 1 (GIFT SHOP)		688	$101		$69,372	$69,372
GARAGE CONCEPT 2 (CLASSROOM)		688	$194		$133,578	$133,578
COOLER		262	$151	$39,525	$0	$39,525
SMOKEHOUSE		321	$194	$62,206	$0	$62,206
TOTAL CONCEPT 1		1,988	$959.87			$1,908,224
TOTAL CONCEPT 2		1,988	$1,007.20			$2,002,304

ESTIMATE WORKSHEET

CITY OF ROSEVILLE, CALIFORNIA - PARKS RECREATION & LIBRARIES DEP'T

PROJECT: **FIDDYMENT FARM - HISTORIC / ARCHITECTURAL REHABILITATION & REUSE**

PHASE: **PRELIMINARY CONCEPT DESIGN**

ESTIMATE DATE: **JULY 16, 2025**

PRIORITY STABILIZATION SCOPE - MAIN HOUSE

BID DATE: **JUNE 2027**

PREPARED BY: JR CONKEY & ASSOCIATES

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL COST FIRST PRIORITY	TOTAL COST ADDITIONAL RECOMMENDED
1	**MAIN HOUSE - EXTERIOR**					
	A FOUNDATION: STRUCTURAL BRICK					
	1 CEMENT PLASTER - PATCH/REPAIR MISSING PLASTER	3	SF	$55.00	$165	$0
	2 MORTAR - REPOINT FOUNDATION BRICK	110	LF	$7.00	$770	$0
	B WALLS: SHINGLES					
	1 PAINT - REPAINT AREAS OF DETERIORATION OR LOSS	40	SF	$7.00	$280	$0
	C WALLS: WOOD SIDING					
	1 WOOD SIDING - REPAIR	3	SF	$43.00	$129	$0
	2 V-EDGE BOARDS - MISSING TRIM	1	LF	$85.00	$85	$0
	3 PAINT - (PREVIOUSLY COMPLETED)	0	SF	$7.00	$0	$0
	D OPENINGS - STEEL WINDOWS					
	1 METAL FRAMES & SASHES - TREAT AREAS OF CORROSION	10	SF	$33.00	$330	$0
	2 GLAZING - REPLACE CRACKED WINDOW PANE	1	PANE	$85.00	$85	$0
	3 PAINT - REPAINT ALL WINDOWS	21	WINDOWS	$125.00	$2,625	$0
	E OPENINGS - WOOD WINDOWS					
	1 FRAMES SASHES & TRIM - REPAIR DAMAGED WINDOWS	1	SASH	$250.00	$250	$0
	TRIM	4	LF	$40.00	$160	$0
	2 GLAZING - REPLACE WINDOW PANE	1	PANE	$85.00	$85	$0
	3 SCREENS - REPLACE TORN SCREENS	24	SF	$85.00	$2,040	$0
	4 PAINT - REPAINT (SEE ABOVE)	12	WINDOWS	$125.00	$1,500	$0
	F OPENINGS - VINYL WINDOWS					
	1 PAINT - REPAINT AREAS OF DETERIORATION OR LOSS	2	WINDOWS	$225.00	$450	$0
	G OPENINGS - WOOD DOORS					
	1 DOOR & FRAME - JAMB	3	LF	$120.00	$360	$0
	JOINT REPAIR	1	EA	$85.00	$85	$0
	2 HARDWARE LOCK	1	EA	$1,200.00	$1,200	$0
	HINGE	1	EA	$325.00	$325	$0
	3 PAINT - REPAINT AREAS OF DETERIORATION OR LOSS	7	DOORS	$800.00	$5,600	$0
	H OPENINGS: ROOF GABLE VENTS					
	1 PAINT - REPAINT AREAS OF DETERIORATION OR LOSS	NONE			$0	$0
	I ROOF: WOOD SHINGLES (PREVIOUSLY COMPLETED)					
	J ROOF: ASPHALT SHINGLES (PREVIOUSLY COMPLETED)					
	K ROOF: WOOD CORNICE, FASCIA & TRIM (PREVIOUSLY COMPLETED)					
	L ROOF: BRICK CHIMNEYS (PREVIOUSLY COMPLETED)					
	M SOUTH PORCH:WOOD CEILING					
	1 WOOD BOARD	10	SF	$120.00	$1,200	$0
	2 PAINT - REPAINT AREAS OF DETERIORATION OR LOSS	40	SF	$7.00	$280	$0
	N SOUTH PORCH:WOOD COLUMNS					
	1 WOOD COMPONENTS - COLUMN BASES	5 BASES	40	SF	$140.00	$5,600	$0
	2 PAINT - SEE ABOVE FOR SIDING ETC.	400	SF	$7.00	$2,800	$0

ESTIMATE WORKSHEET

CITY OF ROSEVILLE, CALIFORNIA - PARKS RECREATION & LIBRARIES DEP'T

PROJECT: **FIDDYMENT FARM - HISTORIC / ARCHITECTURAL REHABILITATION & REUSE**

PHASE: **PRELIMINARY CONCEPT DESIGN**

ESTIMATE DATE: **JULY 16, 2025**

PRIORITY STABILIZATION SCOPE - MAIN HOUSE

BID DATE: **JUNE 2027**

PREPARED BY: JR CONKEY & ASSOCIATES

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL COST FIRST PRIORITY	TOTAL COST ADDITIONAL RECOMMENDED
	ITEMS O, P, Q INCLUDED IN PAINT ABOVE					
	R NORTH PORCH: CEILING					
	1 WOOD BOARD	15	SF	$60.00	$900	$0
	S WEST PORCH					
	1 CONCRETE STEPS - MITIGATE ANNIMAL BURROW	8	HR	$104.00	$832	$0
	T EXTERIOR PATIO FLOOR: CAST-IN-PLACE CONCRETE					
	1 JOINT SEALANT	40	LF	$6.00	$240	$0
	U RAINWATER GOODS: GUTTERS (PREVIOUSLY COMPLETED)					
	V RAINWATER GOODS: DOWNSPOUTS (PREVIOUSLY COMPLETED)					
	W MECHANICAL: VENT					
	1 VENT FITTING	1	EA	$600.00	$600	$0
	X MECHANICAL: SYSTEM MAINTENANCE					
	1 MAINTENANCE	1	LS	$11,450.00	$11,450	$0
	Y ELECTRICAL: LIGHTING					
	1 NEW EXTERIOR FIXTURES WITH MOTION DETECTORS	3	EA	$2,800.00	$8,400	$0
	Z FIRE PROTECTION					
	1 FIRE ALARM SYSTEM	3,127	SF	$44.00	$137,588	$0
2	**MAIN HOUSE - INTERIOR - NONE**					
	SUBTOTAL HARD COSTS				**$186,414**	**$0**
	CONSTRUCTION OVERHEAD					
	GENERAL CONDITIONS	20.00%			$37,283	$0
	OVERHEAD & PROFIT	20.00%			$44,739	$0
	INSURANCE & BONDS	2.50%			$6,711	$0
	SUBTOTAL				**$88,733**	**$0**
	TOTAL ESTIMATE:				**$275,147**	**$0**

ESTIMATE WORKSHEET

CITY OF ROSEVILLE, CALIFORNIA - PARKS RECREATION & LIBRARIES DEP'T

PROJECT: **FIDDYMENT FARM - HISTORIC / ARCHITECTURAL REHABILITATION & REUSE**

PHASE: **PRELIMINARY CONCEPT DESIGN**

ESTIMATE DATE: **JULY 16, 2025**

BID DATE: **JUNE 2027**

PREPARED BY: JR CONKEY & ASSOCIATES

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL COST FIRST PRIORITY	TOTAL COST ADDITIONAL RECOMMENDED
1	**MAIN HOUSE - EXTERIOR ADDITIONAL ITEMS**					
	1 RE-SECURE COLUMN BASES	5	EA	$250.00	$1,250	$0
	2 ADD LOW-SLOPE WOOD ADA RAMP (W/O RAILING)	350	SF	$45.00	$15,750	$0
	3 LIGHTWEIGHT CANVAS CANOPY OVER ADA RAMP	350	SF	$15.00	$5,250	$0
	4 ADD RAISED WOOD DECK, RAILING, STEPS @ FRONT PORCH	355	SF	$35.00	$12,425	$0
	5 REBUILD (E) LANDING & STAIRS @ EAST ELEVATION	150	SF	$20.00	$3,000	$0
	6 CONCRETE FOUNDATION	1,900	LF	$33.00	$62,700	$0
						$0
2	**MAIN HOUSE - INTERIOR**					$0
	1 SEISMIC UPGRADE	1,900	SF	$42.00	$79,800	$0
	2 NEW HVAC SYSTEM	1,900	SF	$75.00	$142,500	$0
	3 NEW ELECTRICAL WIRING - RECEPTACLES	1,900	SF	$55.00	$104,500	$0
	4 NEW TELECOM WIRING	1,900	SF	$14.00	$26,600	$0
	5 NEW PLUMBING					$0
	WATER CLOSET	1	EA	$3,500.00	$3,500	$0
	SINK	1	EA	$3,500.00	$3,500	$0
	KITCHEN	4	FIXT	$4,200.00	$16,800	$0
	6 EMERGENCY EGRESS LIGHTING / SIGNAGE	8	EA	$1,400.00	$11,200	$0
	7 FIRE ALARM SYSTEM	1,900	SF	$44.00	$83,600	$0
	8 FLOOR FINISHES					$0
	DEMO CARPET (SUN, LIVING, DINING, STAIR LANDING)	1,900	SF	$2.00	$3,800	$0
	REFINISH WOOD FLRG - 1SF FLOOR (EXCL KIT/BATH)	1,547	SF	$33.00	$51,051	$0
	KITCHEN / BATH FLOOR FINISHES	353	SF	$42.00	$14,826	$0
	9 REPAINT WALLS - FIRST FLOOR	1,900	SF	$7.00	$13,300	$0
	10 NEW INTERPREATIVE & DISPLAYS (LIVING/DINING)	1	LS	$15,000.00	$15,000	$0
	11 STAFF-ONLY RESTROOM	37	SF	$330.00	$12,210	$0
	12 PANTRY WITH CABINETS AT (E) LAUNDRY	1	LS	$11,000.00	$11,000	$0
	13 NEW WINDOW COVERINGS AT FIRST FLOOR	15	EA	$565.00	$8,475	$0
	14 OTHER FF&E	1,900	SF	$24.00	$45,600	$0
	15 INSULATION BOTH INT/EXT	1,900	SF	$21.00	$39,900	$0
	SUBTOTAL HARD COSTS				**$787,537**	**$0**
	SUBTOTAL CONSTRUCTION COSTS				**$787,537**	**$0**
	CONSTRUCTION OVERHEAD					
	GENERAL CONDITIONS	20.00%			$157,507	$0
	OVERHEAD & PROFIT	20.00%			$189,009	$0
	INSURANCE & BONDS	2.50%			$28,351	$0
	SUBTOTAL				**$374,868**	**$0**

ESTIMATE WORKSHEET

CITY OF ROSEVILLE, CALIFORNIA - PARKS RECREATION & LIBRARIES DEP'T

PROJECT: **FIDDYMENT FARM - HISTORIC / ARCHITECTURAL REHABILITATION & REUSE**

PHASE: **PRELIMINARY CONCEPT DESIGN**

ESTIMATE DATE: **JULY 16, 2025**

BID DATE: **JUNE 2027**

PREPARED BY: JR CONKEY & ASSOCIATES

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL COST FIRST PRIORITY	TOTAL COST ADDITIONAL RECOMMENDED
	TOTAL ESTIMATE:				**$1,162,405**	**$0**

ESTIMATE WORKSHEET

CITY OF ROSEVILLE, CALIFORNIA - PARKS RECREATION & LIBRARIES DEP'T

PROJECT: **FIDDYMENT FARM - HISTORIC / ARCHITECTURAL REHABILITATION & REUSE**

PHASE: **PRELIMINARY CONCEPT DESIGN**

ESTIMATE DATE: **JULY 16, 2025** SMALL COMMUNITY EVENT FOCUS

BID DATE: **JUNE 2027**

PREPARED BY: JR CONKEY & ASSOCIATES

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL COST FIRST PRIORITY	TOTAL COST ADDITIONAL RECOMMENDED
1	**MAIN HOUSE - CONCEPT 1 SMALL COMMUNITY EVENT FOCUS**					
	1 MEETING SPACE (LIVING AND DINING ROOMS)	1,900	SF	$15.00	$0	$28,500
	CONTEMPORARY LIGHTING	1	EA	$1,600.00	$0	$1,600
	CONFERENCE TABLES AND CHAIRS	1	EA	$3,200.00	$0	$3,200
	2 RENOVATE (E) KITCHEN 'DEMONSTRATION KITCHEN'	316	SF	$110.00	$0	$34,760
	COMMERCIAL RANGE & HOOD	1	EA	$5,000.00	$0	$5,000
	DISHWASHER	1	EA	$3,500.00	$0	$3,500
	LARGE COUNTER / ISLAND	10	LF	$1,000.00	$0	$10,000
	CABINETS / SHELVING	1	EA	$5,000.00	$0	$5,000
	STOOLS	7	EA	$200.00	$0	$1,400
	SUBTOTAL HARD COSTS				**$0**	**$92,960**
	CONSTRUCTION OVERHEAD					
	GENERAL CONDITIONS	20.00%			$0	$18,592
	OVERHEAD & PROFIT	20.00%			$0	$22,310
	INSURANCE & BONDS	2.50%			$0	$3,347
	SUBTOTAL				**$0**	**$44,249**
	SUBTOTAL CONSTRUCTION COSTS & MARK-UPS				**$0**	**$137,209**
	TOTAL ESTIMATE:				**$0**	**$137,209**

ESTIMATE WORKSHEET

CITY OF ROSEVILLE, CALIFORNIA - PARKS RECREATION & LIBRARIES DEP'T

PROJECT: **FIDDYMENT FARM - HISTORIC / ARCHITECTURAL REHABILITATION & REUSE**

PHASE: **PRELIMINARY CONCEPT DESIGN**

ESTIMATE DATE: **JULY 16, 2025** EDUCATION/HISTORIC INTERPRETATION FOCUS

BID DATE: **JUNE 2027**

PREPARED BY: JR CONKEY & ASSOCIATES

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL COST FIRST PRIORITY	TOTAL COST ADDITIONAL RECOMMENDED
1	**MAIN HOUSE - CONCEPT 2 EDUCATION / HISTORIC INTERPRETATION FOCUS**					
	1 NEW MUSEUM/EXHIBIT SPACE IN LIVING ROOM/DINING ROOM	1,900	SF	$13.00	$0	$24,700
	TRACK LIGHTING	1	LS	$2,700.00	$0	$2,700
	EXHIBIT DISPLAYS	1	LS	$3,000.00	$0	$3,000
	WHEELED INTERPRETIVE DISPLAYS	1	LS	$2,800.00	$0	$2,800
	RECEPTION DESK	1	LS	$2,500.00	$0	$2,500
	REFINISHED INTERIOR FLOORS	1	LS	$3,000.00	$0	$3,000
	REFINISHED INTERIOR WALLS	1	LS	$2,500.00	$0	$2,500
	INTERIOR FURNITURE (ALLOWANCE)	1	LS	$1,500.00	$0	$1,500
	2 RENOVATE (E) KITCHEN 'CATERING/PREP KITCHEN'	215	SF	$100.00	$0	$21,500
	SINK	1	LS	$3,500.00	$0	$3,500
	WARMING RACKS	1	LS	$7,500.00	$0	$7,500
	3 CONVERSION/RENOVATE 'UPSTAIRS' TO OFFICES	316	SF	$100.00	$0	$31,600
	REFINISHED INTERIOR FLOORS	1	LS	$3,000.00	$0	$3,000
	REFINISHED INTERIOR WALLS	1	LS	$2,200.00	$0	$2,200
	INTERIOR FURNITURE (ALLOWANCE)	1	LS	$1,200.00	$0	$1,200
	SUBTOTAL HARD COSTS				**$0**	**$113,200**
	CONSTRUCTION OVERHEAD					
	GENERAL CONDITIONS	20.00%			$0	$22,640
	OVERHEAD & PROFIT	20.00%			$0	$27,168
	INSURANCE & BONDS	2.50%			$0	$4,075
	SUBTOTAL				**$0**	**$53,883**
	TOTAL ESTIMATE:				**$0**	**$167,083**

ESTIMATE WORKSHEET

CITY OF ROSEVILLE, CALIFORNIA - PARKS RECREATION & LIBRARIES DEP'T

PROJECT: **FIDDYMENT FARM - HISTORIC / ARCHITECTURAL REHABILITATION & REUSE**

PHASE: **PRELIMINARY CONCEPT DESIGN**

ESTIMATE DATE: **JULY 16, 2025** GARAGE SCOPE COMMON FOR BOTH CONCEPTS 1 &2

BID DATE: **JUNE 2027**

PREPARED BY: JR CONKEY & ASSOCIATES

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL COST FIRST PRIORITY	TOTAL COST ADDITIONAL RECOMMENDED
1	**GARAGE - EXTERIOR**					
	1 PREP & PAINT EXTERIOR	1,000	SF	$3.00	$3,000	$0
	2 RE-USE (E) DOOR OPENING	1	EA	$3,500.00	$3,500	$0
	3 CONVERT (E) WINDOW OPENINGS TO DOOR OPENINGS	3	EA	$3,500.00	$10,500	$0
	4 NEW SKYLIGHTS	2	EA	$3,000.00	$6,000	$0
2	**GARAGE - INTERIOR**					
	1 COMPLETE SEISMIC UPGRADE	1,000	SF	$25.00	$25,000	$0
	2 NEW CONCRETE TOPPING	1,000	SF	$4.00	$4,000	$0
	3 GYPSUM BOARD ON WALLS (PAINT)	1,000	SF	$10.00	$10,000	$0
	4 INSULATION	1,000	SF	$5.00	$5,000	$0
	5 ADD RESTROOM STALLS	3	EA	$5,000.00	$15,000	$0
	6 INSTALL NEW CEILING LIGHTING	1,000	SF	$8.00	$8,000	$0
	7 INSTALL NEW CEILING FAN	1	LS	$5,000.00	$5,000	$0
	8 INSTALL NEW HVAC SYSTEM	1	LS	$15,000.00	$15,000	$0
	SUBTOTAL HARD COSTS				**$110,000**	**$0**
	CONSTRUCTION OVERHEAD					
	GENERAL CONDITIONS	20.00%			$22,000	$0
	OVERHEAD & PROFIT	20.00%			$26,400	$0
	INSURANCE & BONDS	2.50%			$3,960	$0
	SUBTOTAL				**$52,360**	**$0**
	TOTAL ESTIMATE:				**$162,360**	**$0**

ESTIMATE WORKSHEET

CITY OF ROSEVILLE, CALIFORNIA - PARKS RECREATION & LIBRARIES DEP'T

PROJECT: **FIDDYMENT FARM - HISTORIC / ARCHITECTURAL REHABILITATION & REUSE**

PHASE: **PRELIMINARY CONCEPT DESIGN**

ESTIMATE DATE: **JULY 16, 2025** GARAGE - CONCEPT 1 (GIFT SHOP)

BID DATE: **JUNE 2027**

PREPARED BY: JR CONKEY & ASSOCIATES

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL COST FIRST PRIORITY	TOTAL COST ADDITIONAL RECOMMENDED
1	**GARAGE - EXTERIOR (CONCEPT 1)**					
	1 PERMANENTLY PROP OPEN GARAGE DOORS	2	EA	$500.00	$0.00	$1,000
	2 INFILL GLAZING STOREFRONT SINGLE DOOR	1	EA	$8,500.00	$0.00	$8,500
2	**GARAGE - INTERIOR (OPTION 1)**					
	1 INSTALL ASSORTED SHELVING, DISPLAY CASES & TABLES	70	LF	$500.00	$0	$35,000
	2 INSTALL DESK & WIFI	1	LS	$2,500.00	$0	$2,500
	SUBTOTAL HARD COSTS				**$0**	**$47,000**
	CONSTRUCTION OVERHEAD					
	GENERAL CONDITIONS	20.00%			$0	$9,400
	OVERHEAD & PROFIT	20.00%			$0	$11,280
	INSURANCE & BONDS	2.50%			$0	$1,692
	SUBTOTAL				**$0**	**$22,372**
	TOTAL ESTIMATE:				**$0**	**$69,372**

ESTIMATE WORKSHEET

CITY OF ROSEVILLE, CALIFORNIA - PARKS RECREATION & LIBRARIES DEP'T

PROJECT: **FIDDYMENT FARM - HISTORIC / ARCHITECTURAL REHABILITATION & REUSE**

PHASE: **PRELIMINARY CONCEPT DESIGN**

ESTIMATE DATE: **JULY 16, 2025**

BID DATE: **JUNE 2027**

PREPARED BY: JR CONKEY & ASSOCIATES

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL COST FIRST PRIORITY	TOTAL COST ADDITIONAL RECOMMENDED
1	**GARAGE - EXTERIOR (CONCEPT 2)**					
	1 NEW CONCRETE SLAB (EAST SIDE OF BLDG)	1	LS	$4,000.00	$0	$4,000
	2 NEW WOOD TRELLIS (EAST SIDE OF BLDG)	1	LS	$50,000.00	$0	$50,000
	3 REFURBISH GARAGE DOORS	2	EA	$3,500.00	$0	$7,000
	4 TABLES AND CHAIRS	1	EA	$4,500.00	$0	$4,500
2	**GARAGE - INTERIOR (OPTION 2)**					
	1 ADD TABLES & CHAIRS FOR 20 STUDENTS	1	LS	$5,000.00	$0	$5,000
	2 INSTALL CLASSROOM SHELVING & DISPLAY CASES	50	LF	$400.00	$0	$20,000
	SUBTOTAL HARD COSTS				**$0**	**$90,500**
	CONSTRUCTION OVERHEAD					
	GENERAL CONDITIONS	20.00%			$0	$18,100
	OVERHEAD & PROFIT	20.00%			$0	$21,720
	INSURANCE & BONDS	2.50%			$0	$3,258
	SUBTOTAL				**$0**	**$43,078**
	TOTAL ESTIMATE:				**$0**	**$133,578**

ESTIMATE WORKSHEET

CITY OF ROSEVILLE, CALIFORNIA - PARKS RECREATION & LIBRARIES DEP'T

PROJECT: **FIDDYMENT FARM - HISTORIC / ARCHITECTURAL REHABILITATION & REUSE**

PHASE: **PRELIMINARY CONCEPT DESIGN**

ESTIMATE DATE: **JULY 16, 2025**

BID DATE: **JUNE 2027**

PREPARED BY: JR CONKEY & ASSOCIATES

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL COST FIRST PRIORITY	TOTAL COST ADDITIONAL RECOMMENDED
1	**COOLER - EXTERIOR**					
	A WALLS: BRICK					
	1 MORTAR - REPOINT FOUNDATION BRICK	152	LF	$5.00	$760	$0
	B OPENINGS - WOOD DOORS					
	1 HARDWARE	1	SET	$1,200.00	$1,200	$0
	2 NEW LOCKABLE WOOD DOOR IN (E) DOOR OPENING	1	EA	$3,500.00	$3,500	$0
	C OPENINGS - WOOD SHUTTERS					
	1 SHUTTER & FRAME	3	SHUTTERS	$750.00	$2,250	$0
	2 HARDWARE	6	HINGES	$60.00	$360	$0
	D OPENINGS: VENTS					
	1 NEW SCREEN	1	LS	$80.00	$80	$0
	E ROOF: WOOD SHINGLES					
	1 SHINGLES (REMOVE/REUSE) (NEW 1/2" PLY & WP MEMBRA	300	SF	$9.00	$2,700	$0
	2 UNDERLAYMENT	260	SF	$1.00	$260	$0
	F ROOF: GUTTERS					
	1 REPAIR GUTTER	15	LF	$10.00	$150	$0
	G ELECTRICAL: SERVICE					
	1 REMOVE OVERHEAD FEED	1	EA	$1,200.00	$1,200	$0
	H SITE DRAINAGE					
	1 CLEAR LANDSCAPING, ADD DECOMPOSED GRANITE	180	SF	$10.00	$1,800	$0
2	**COOLER - INTERIOR**					
	A REPLASTER WALLS (75%)	320	SF	$35.00	$11,200	$0
	B NEW CEILING LIGHT / SWITCH	1	EA	$1,000.00	$1,000	$0
	C REPAIR CRACKS AT CONCRETE SLAB	64	SF	$5.00	$319	$0
	SUBTOTAL HARD COSTS				**$26,779**	**$0**
	CONSTRUCTION OVERHEAD					
	GENERAL CONDITIONS	20.00%			$5,356	$0
	OVERHEAD & PROFIT	20.00%			$6,427	$0
	INSURANCE & BONDS	2.50%			$964	$0
	SUBTOTAL				**$12,747**	**$0**
	TOTAL ESTIMATE:				**$39,525**	**$0**

ESTIMATE WORKSHEET

CITY OF ROSEVILLE, CALIFORNIA - PARKS RECREATION & LIBRARIES DEP'T

PROJECT: **FIDDYMENT FARM - HISTORIC / ARCHITECTURAL REHABILITATION & REUSE**

PHASE: **PRELIMINARY CONCEPT DESIGN**

ESTIMATE DATE: **JULY 16, 2025**

BID DATE: **JUNE 2027**

PREPARED BY: JR CONKEY & ASSOCIATES

PRIORITY STABILIZATION SCOPE - SMOKEHOUSE

ITEM	DESCRIPTION		QTY	UNIT	UNIT PRICE	TOTAL COST FIRST PRIORITY	TOTAL COST ADDITIONAL RECOMMENDED
1	**SMOKEHOUSE - EXTERIOR**						
	A EXTERIOR TOWER WALLS: BRICK						
	1 BRICK		320	SF	$40.00	$12,800	$0
	2 MORTAR - REPOINT		2,100	LF	$4.00	$8,400	$0
	B EXTERIOR TOWER WALLS: FRAMING AT WOOD SIDING						
	1 WOOD FRAMING AT SIDING		25	LF	$25.00	$625	$0
	2 NEW 4X6 POST		1	LS	$350.00	$350	$0
	C EXTERIOR TOWER WALLS: WOOD SIDING						
	1 WOOD SIDING		10	SF	$25.00	$250	$0
	D EXTERIOR SHED WALLS: WOOD SIDING						
	1 WOOD SIDING		20	LF	$250.00	$5,000	$0
	E TOWER OPENINGS: WOOD DOOR						
	1 HARDWARE	LOCK	1	EA	$1,200.00	$1,200	$0
		HINGE	2	EA	$320.00	$640	$0
	F TOWER OPENINGS: VENT						
	1 VENT COVER		2	WINDOWS	$100.00	$200	$0
	2 HARDWARE		8	HINGES	$350.00	$2,800	$0
	G SHED OPENINGS: BARN DOOR						
	1 HARDWARE	LOCK	1	EA	$1,200.00	$1,200	$0
		HINGE	4	EA	$320.00	$1,280	$0
	H ROOF: CORRUGATED METAL						
	1 CORRUGATED METAL		200	SF		$0	$0
	I ROOF: WOOD RAFTER TAILS						
	1 SPLICE NEW RAFTER TAILS		10	EA	$120.00	$1,200	$0
	J ROOF: WOOD SHEATHING						
	1 1/2" PLY SHEATHING		200	SF	$8.00	$1,600	$0
	K ROOF: WOOD FASCIA/TRIM						
	1 WOOD FASCIA/TRIM		30	LF	$16.00	$480	$0
	L SITE DRAINAGE						
	1 CLEAR LANDSCAPING, ADD DECOMPOSED GRANITE		180	SF	$9.00	$1,620	$0
2	**SMOKEHOUSE - INTERIOR - NONE**						
	A TOWER ROOF: BRICK CHIMNEY						
	1 BRICK CHIMNEY		100	SF	$25.00	$2,500	$0
	SUBTOTAL HARD COSTS					**$42,145**	**$0**
	CONSTRUCTION OVERHEAD						
	GENERAL CONDITIONS		20.00%			$8,429	$0
	OVERHEAD & PROFIT		20.00%			$10,115	$0
	INSURANCE & BONDS		2.50%			$1,517	$0
	SUBTOTAL					**$20,061**	**$0**
	TOTAL ESTIMATE:					**$62,206**	**$0**

APPENDIX B: PUBLIC MEETING #1 MATERIALS



Slide 1

Agenda

Introductions – Project Team

Project Background

Existing Site Conditions

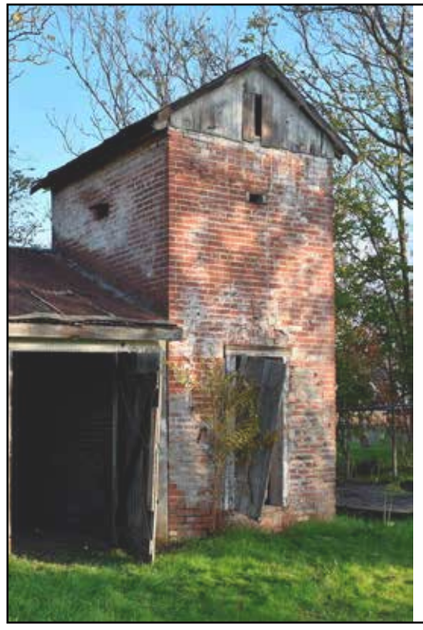
Case Study Examples

Interactive Activity

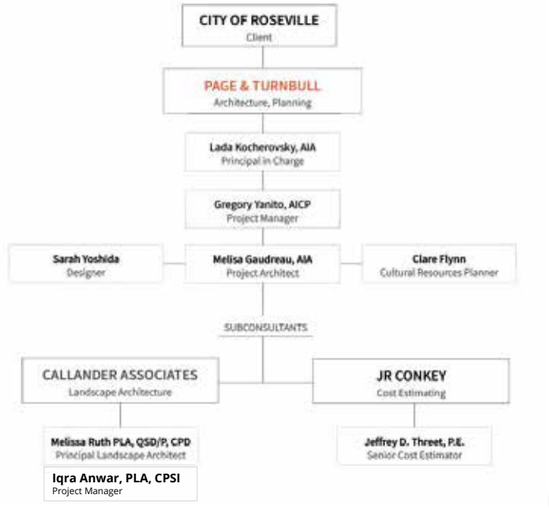
Q&A



Slide 2



Project Team



Slide 3

Project Planning and Progress to Date

2004-2017

2004 – West Roseville Specific Plan EIR completed.

2010 – Fiddyment Ranch Complex listed on National Register

Some buildings demolished by developer

2017

City acquires site F-56 (Historical Fiddyment House and park site)

Master Plan effort for Pistachio Regional Park begins

Page & Turnbull completes Conditions Assessment for farmhouse

2018

July 2018 - Pistachio Regional Park Master Plan approved

House stabilized (new roof, addressed dry rot and downspouts, repainted exterior)

Entered temporary 5-year right of entry agreement with Roseville Historical Society for basic landscape maintenance

2019-2022

2019 – Phase 1 park construction began (ballfield, parking, 2 softball fields, restroom)

2022 - Parks, Recreation and Libraries Strategic Master Plan (FuturePRL) completed

2023

Need to locate a new community center and library and changes to soccer complex plans created opportunity to review the Pistachio Regional Park Master Plan

High school built own tennis courts

Universally accessible playground moved to new Roseville Soccer Complex

Slide 4

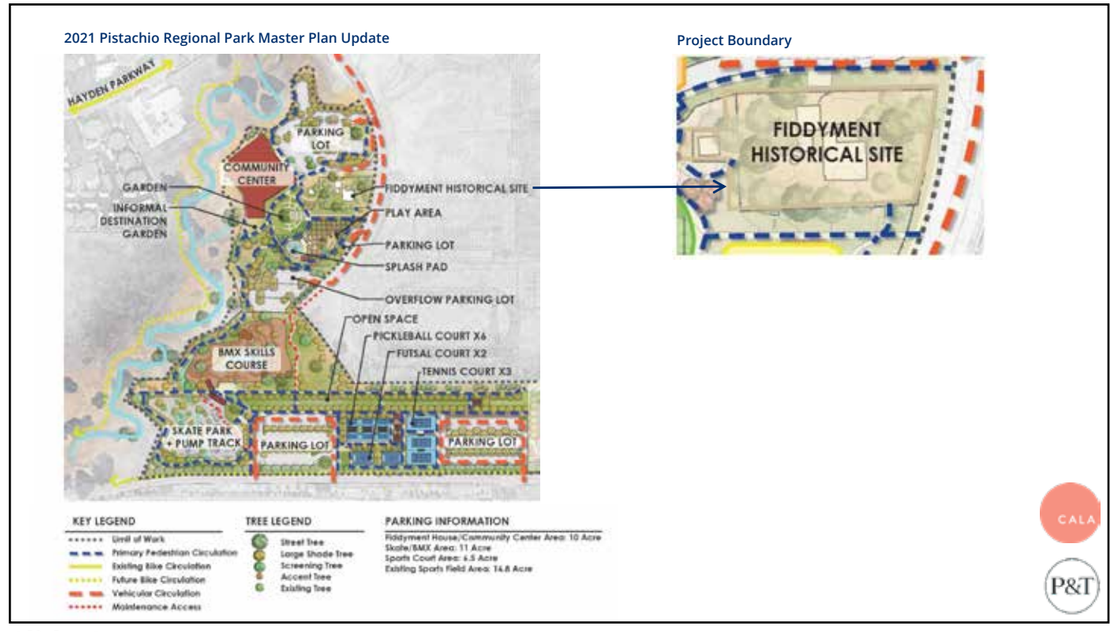
Project Background

Vision, Goals, & Objectives

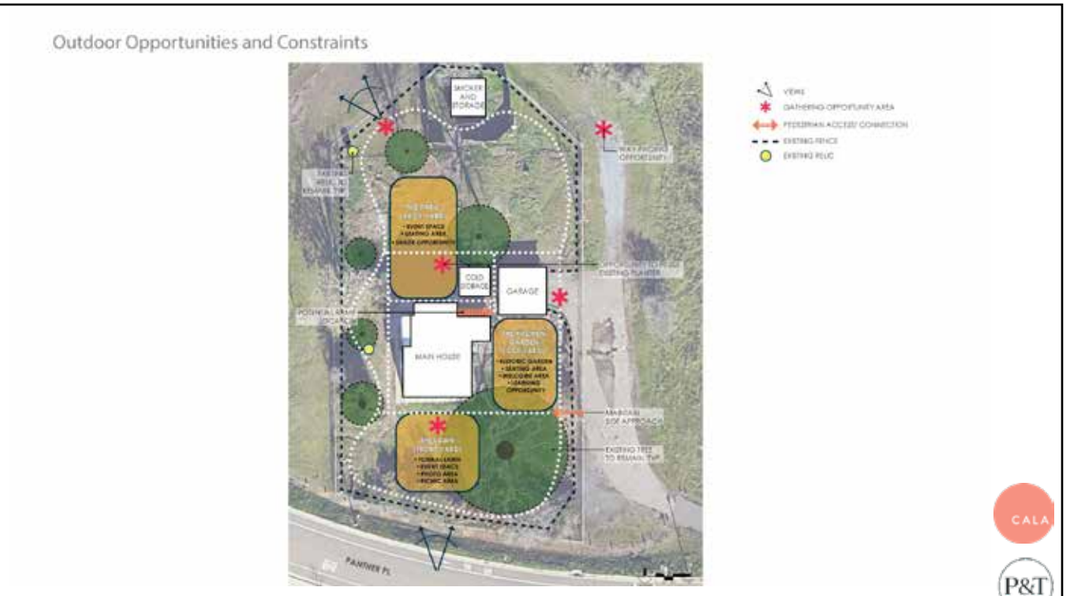
- Revised vision for Pistachio Park from public feedback (Dec. 2023):
  - Multi-story community center and library
  - Amphitheater/garden
  - Spray pad/play area
  - Destination skate track and BMX course
  - Tennis, futsal, & pickleball courts
  - Additional parking
- Goals & Objectives for Fiddyment Homestead:
  - Preserve Ranch House & surroundings for public use
  - Provide accessible interpretive opportunities
  - Connect site to broader history of Roseville
- Held brainstorming session with key stakeholders
  - Reviewed site opportunities & constraints
  - Discussed approach to achieve a site-wide vision for homestead site



Slide 5



Slide 6



Slide 7

Opportunity Area 1: Kitchen Garden (Side Yard)

Potential New Uses & Functions:

- Welcome Area
  - Orient visitors (maps, signs, etc.)
  - Interpretive history displays
- Break/Waiting Area
  - Seating to wait for tours/events (i.e. school tours)
  - Picnic area





Existing Conditions





Slide 8

Opportunity Area 1: Kitchen Garden (Side Yard)

Potential Program Elements:

- Welcome area
- Seating area
- Historic garden
- Learning opportunity





Slide 9

Opportunity Area 2: The Lawn (Front Yard)

Potential New Uses & Functions:

- Eye-catching view from street
  - Attract visitors to site
- Photograph opportunities
  - Weddings
  - Other events





Slide 10

Opportunity Area 2: The Lawn (Front Yard)

Potential Program Elements:

- Formal lawn
- Event space
- Photo area
- Picnic area



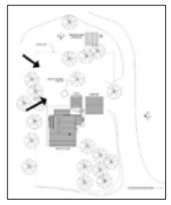


Slide 11

Opportunity Area 3: The Patio (Rear Yard)

Potential New Uses & Functions:

- Outdoor event/gathering space
- Interpretation of smokehouse and cooler
- Educational programming
- Garden
- Connections to surrounding Pistachio Park amenities
  - Visual and physical connections
  - Security



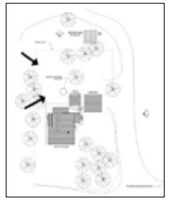


Slide 12

Opportunity Area 3: The Patio (Rear Yard)

Potential Program Elements:

- Formal lawn
- Event space
- Photo area
- (Shaded) Picnic area











Slide 13

Opportunity Area 4: Farmhouse

Potential New Uses & Functions:

- Museum element
- Small events/gatherings
- Full-service kitchen
- Accessible restrooms
- Office space for staff for museum tours/administration
- Wedding party prep and hospitality
- Storage for house



Existing Conditions





Slide 14

Opportunity Area 5: Garage

Potential New Uses & Functions:

- Gift shop/limited refreshments
  - Fiddyment Homestead visitors
  - Future community center users
  - Special event guests
- Accessible restrooms
- Museum storage
- Indoor classroom



Existing Conditions





Slide 15

Constraints

- Farmhouse Accessibility
  - Ramp to 1st Floor
  - Access to 2nd Floor (if desired)
  - Accessible restrooms
- Building Conditions & Systems Upgrades
  - Structural issues
  - Mechanical, electrical, plumbing code upgrades
  - Power
  - Air conditioning
- Traffic & Parking From Adjacent Development
  - High school
  - Future community center
- Landscaping Conditions
  - Transition from rural setting to surrounding park
  - Loss of trees
  - Invasive species dominate
  - Lack of shade
  - Views blocked
- Ongoing Funding Sources









Slide 16

Case Studies

- Bernhard Museum, Auburn
- C.F. Lott Home, Oroville
- Oxnard Historic Farm Park, Oxnard
- Ardenwood Historic Farm, Fremont



Slide 17

Case Study: Bernhard Museum

- 291 Auburn-Folsom Road Auburn, CA 95603
- Built in 1851 as the Traveler's Rest Hotel, the Bernhard House has been welcoming visitors for over 150 years. Filled with artifacts and furnishings from a bygone era, the Bernhard House transports visitors to a simpler time (VisitPlacer.com)
- Amenities include: furnished Victorian-era farmhouse, historic wagons and barns, restored winery and wine processing building
- Events by category include:
  School: 3rd grade living history program
  Community: docent-led interior house tours, self-guided grounds tours, picnicking
- Visitation: approx. 8,000/year



Slide 18

Case Study: C.F. Lott Home

- 1067 Montgomery Street, Oroville, CA 95965
- Much of the original furnishings are on display to help tell the story of how the well-to-do lived out west. The collection includes antique furnishings, paintings, rugs, textiles, clothes, silver, and glassware from the period 1849-1910. A tour of the house reveals stories of the Lott family and their importance to early California (the Judge was also a State Senator). It also retells his daughter, Cornelia's, love story with Jesse Sank and their eventual happiness. The house contains some unusual features, including the surprise built into the fireplace and an art-deco bathroom. (ExploreButteCounty.com)
- Amenities include: garden areas with walking path, gazebo, covered patio, commercial rental kitchen
- Events by category include:
  School: field trip tours
  Community: group tours, weddings
  Social: community parties



Slide 19

Case Study: Oxnard Historic Farm Park

- 1251 Gottfried Pl, Oxnard, CA
- The Oxnard Historic Farm Park (OHFP) was founded in 2003 with the goal of preserving and sharing the history of early settlers in Ventura County. In 1997 Jeffrey Maulhardt traveled to Germany to research the early German families that had migrated to Oxnard and, inspired by his discoveries, worked with local farmers and historians to preserve Oxnard's 19th-century farmhouse and winery. In 2004, the nonprofit Oxnard Historic Farm Park Foundation was established, and after years of fundraising and community support, the park officially opened in 2007.
- Amenities include: historic photo displays; historic tractors, wagons, vineyards, and orchards; two of the oldest buildings on the Oxnard Plains, located next to public park and school.
- Events by category include:
  School: field trip tours
  Community: weddings, baby showers, birthdays, anniversaries, family reunions, group tours
  Social: volunteering
- Visitation: approx. 6,600/year



Slide 20

Case Study: Ardenwood Historic Farm

- 34600 Ardenwood Blvd. Fremont, CA 94555
- Ardenwood Historic Farm offers a window into life on a family farm between 1890 and 1930, showcasing the legacy of George and Clara Patterson, who farmed the land for over 100 years. Operated by the East Bay Regional Park District since 1985, the farm features restored machinery, crops like corn and wheat, and hands-on experiences for visitors. With a working farmyard, blacksmith shop, Victorian farmhouse, and formal gardens, it provides a rich connection to local farming history and the role of agriculture in community life.
- Amenities include: Victorian garden, the Patterson house, animal farms, historic trains, granary, cafe, gazebo, seasonal pumpkin patch
- Events include:
  School: school tours, naturalist programs
  Community: weddings, train rides, birdwatching
  Social: public festivals, concerts
- Visitation: approx. 100,000/year









CALA

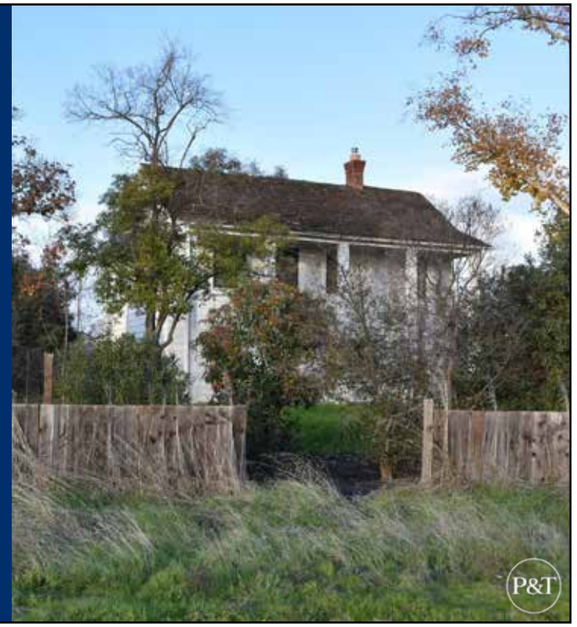
P&T

Slide 21

Interactive Activity

Visit: https://www.menti.com/alvo83c2c59i

or use the QR Code below:



Slide 22



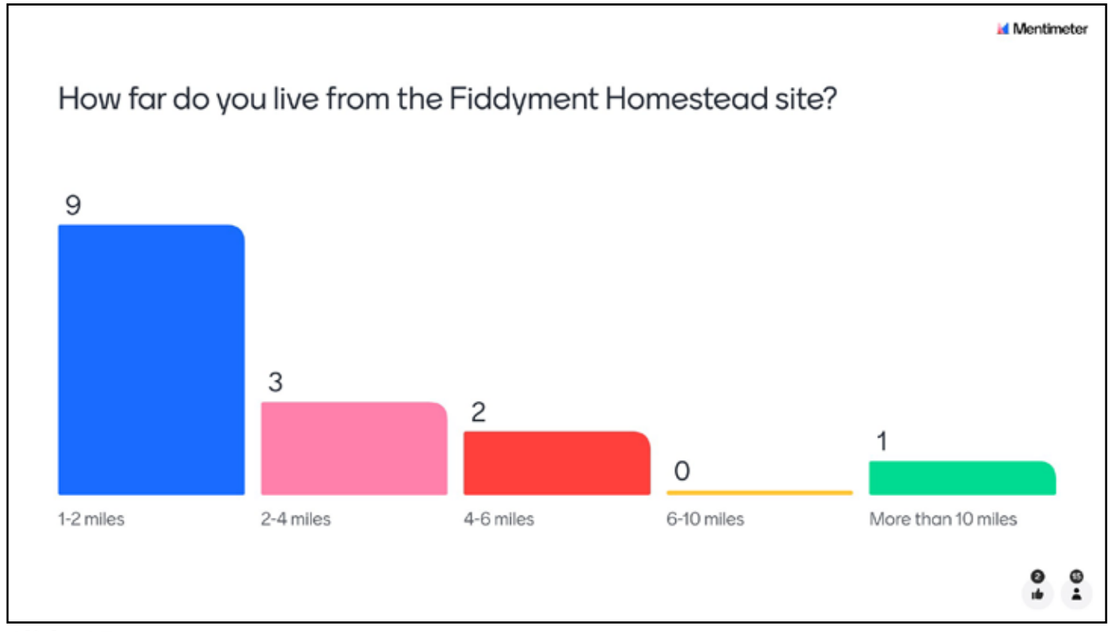
Slide 23

Additional comments or feedback?

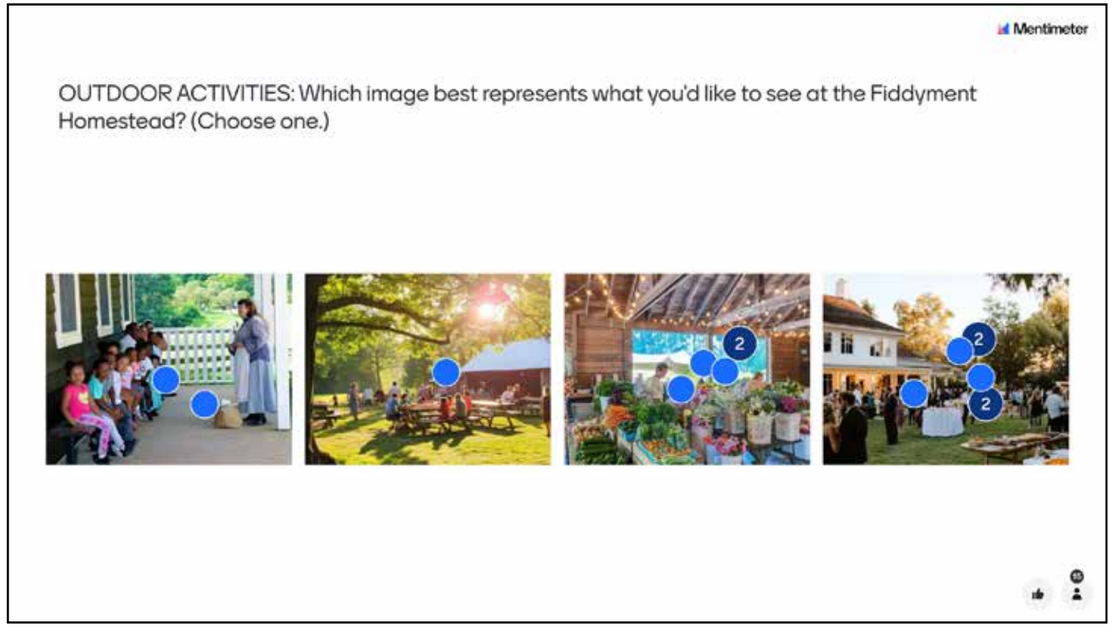
Contact
yourlandscape@roseville.ca.us



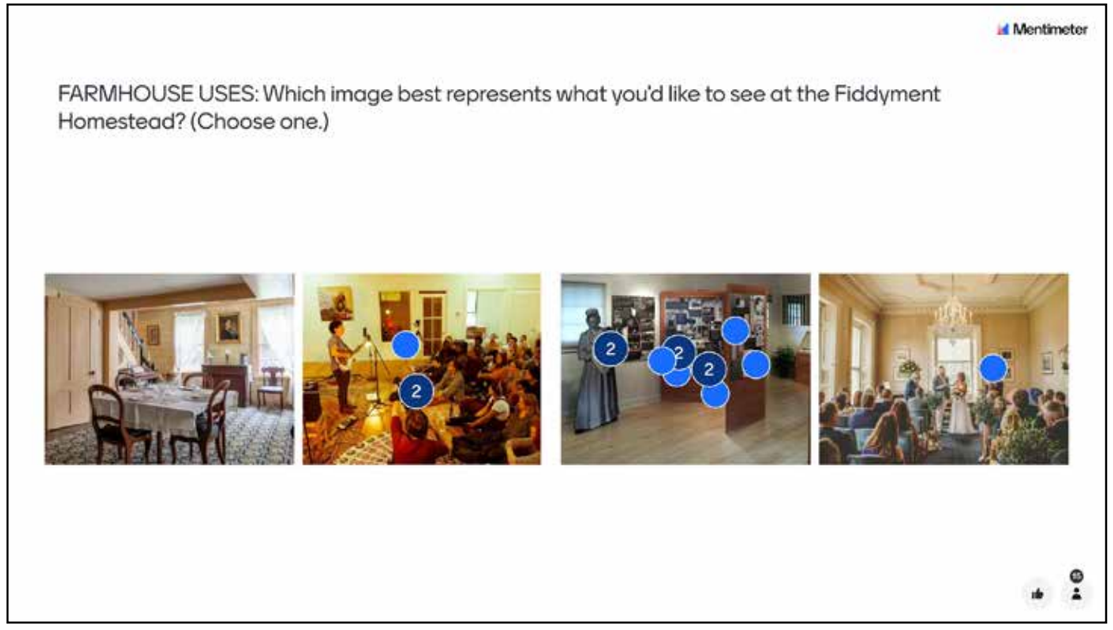
Slide 24



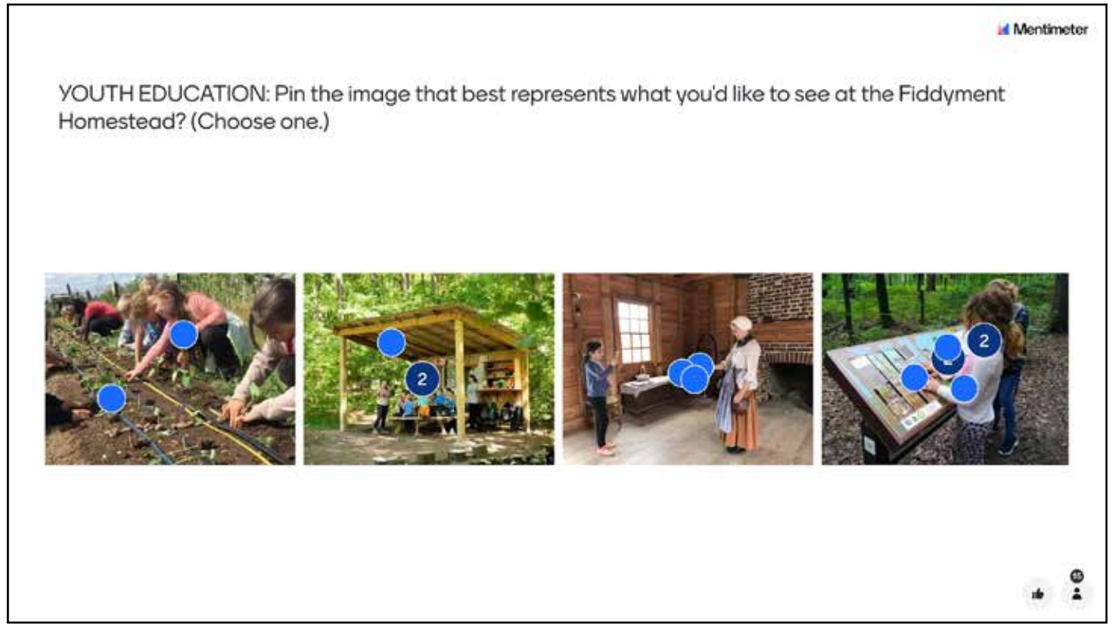
Slide 25



Slide 26



Slide 27



Slide 28

Mentimeter

OUTDOOR SETTING & AMENITIES: Which image best represents what you'd like to see at the Fiddyment Homestead? (Choose one.)



Slide 29

Mentimeter

Click and reorder the options below to rank what you'd like to see at the Fiddyment Homestead site in order of priority (1st being highest priority).



Slide 30

Mentimeter

What amenities would you like to see at the Fiddyment Homestead site that West Roseville currently lacks or needs more of?

- Open to the community
- Farmers market
- Community garden
- Outdoor interpretation and education
- Neighborhood meeting place
- Activities for teens
- Farmers market
- Outdoor eating spaces

Slide 31

Mentimeter

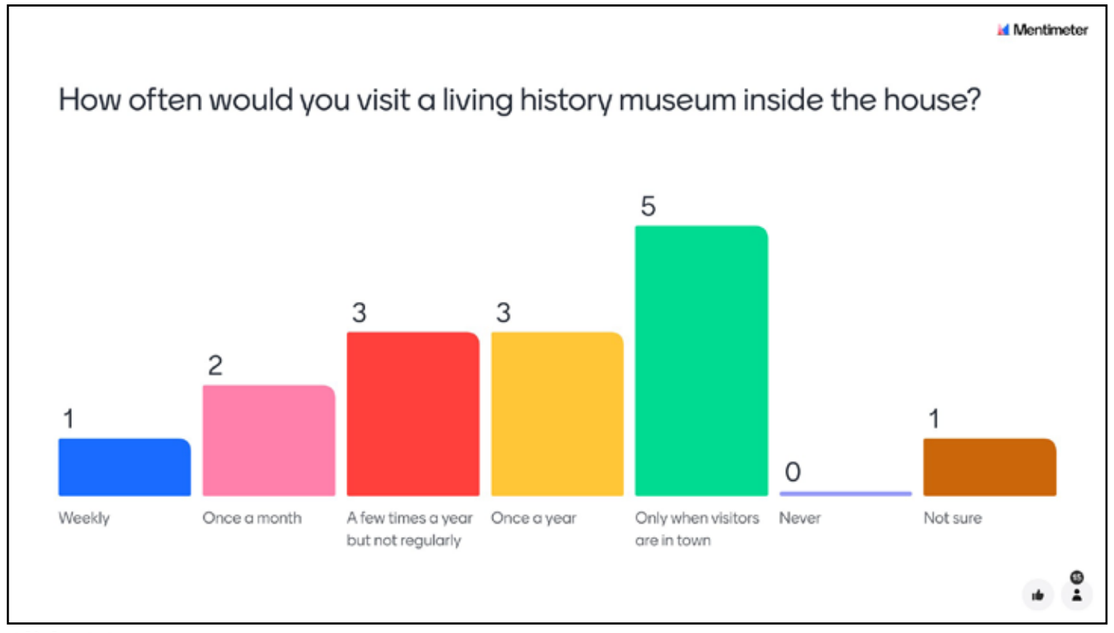
What amenities would you like to see at the Fiddyment Homestead site that West Roseville currently lacks or needs more of?

- Historic site
- Maintain open space for naturally beauty and preservation of wildlife habitats.
- It would be a great place for an entertainment venue. A place for weddings and possibly a small concert venue.
- Community gathering spaces / public spaces
- Farmers market, peaceful gathering space to hang with neighbors
- ADA compliant in all areas; historic site preservation, education programs, living history
- Outdoor interactive event space along with education space

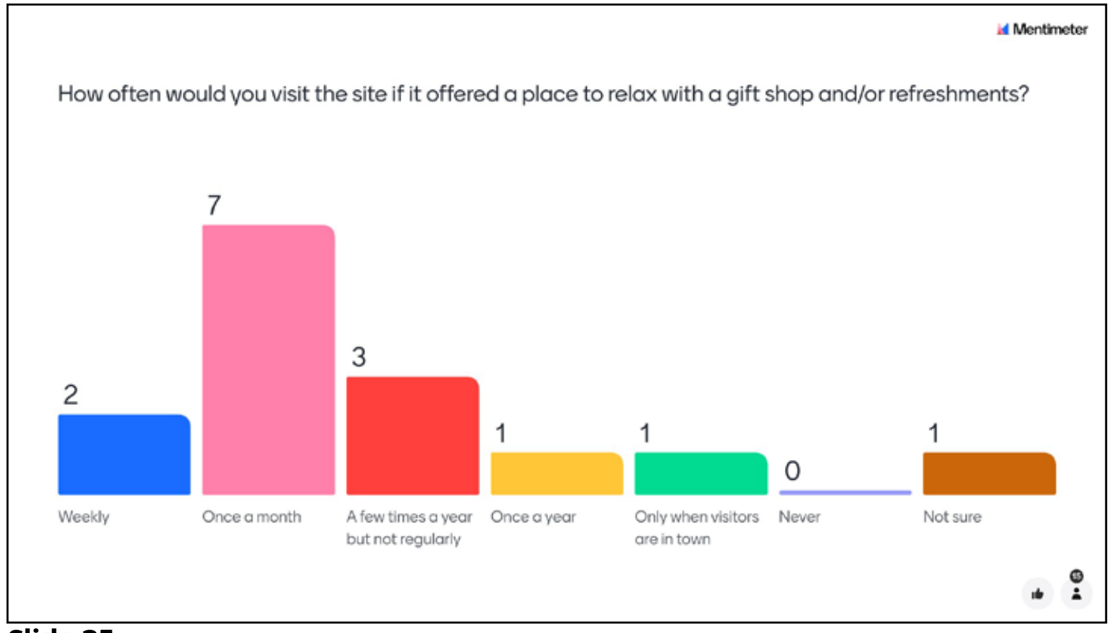
Slide 32



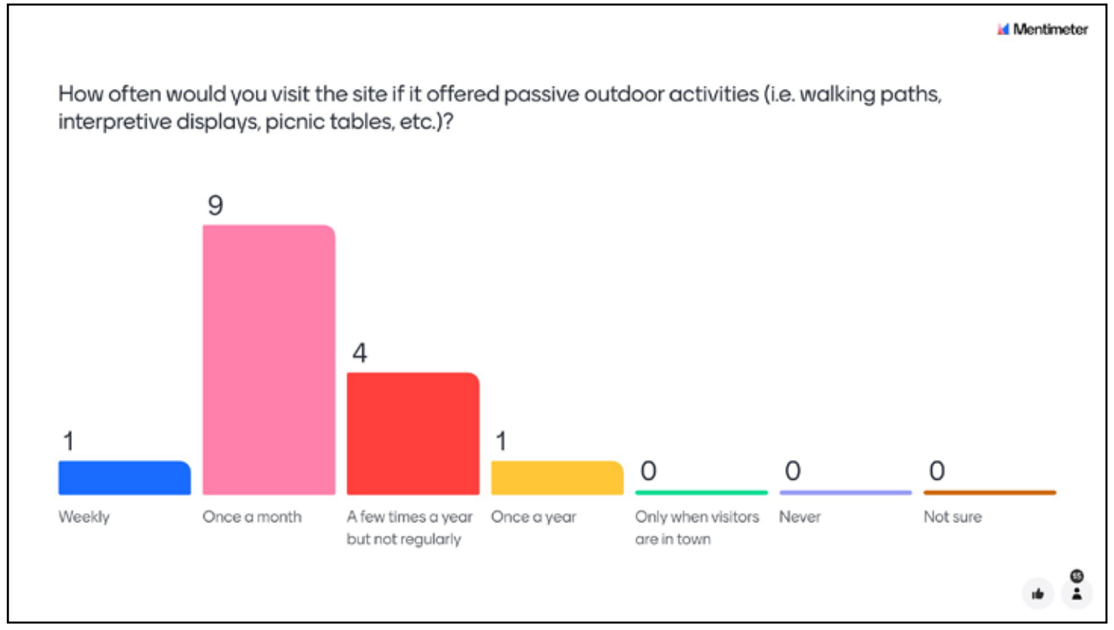
Slide 33



Slide 34



Slide 35



Slide 36

APPENDIX C: PUBLIC MEETING #2 MATERIALS



Slide 1

Meeting Agenda

- Introductions
- What We've Heard From You
- Alternative Concepts
- Project Phasing Discussion
- Group Discussion



Slide 2

Goals & Objectives for Fiddyment Homestead:

1. Preserve historic buildings & surroundings for public use
2. Provide accessible interpretive opportunities
3. Connect site to broader history of Roseville



Slide 3

Project Location & Boundary



CALA
P&T

Slide 4

Community Feedback – What We've Heard From You

Wants

- Preservation of historic buildings
- Space for community gatherings and events
  - i.e. Farmers markets, weddings, small concerts, etc.
- Educational spaces and programming
  - History (artifacts, interpretive signs, displays, exhibits)
  - Agriculture (demonstrations, gardening, honeybees, etc.)
- Highlight local foods, crafts, and products
- Areas to picnic, eat, and relax
- Preservation of open space, wildlife habitats, and natural beauty
- Walking paths

Needs

- ADA compliance
- Restrooms
- Security
- Funding
- Phased work



Slide 5

Site Plan Concept Alternatives

Uses & Functions:

Kitchen Garden
- Welcome/ waiting area
  - Seating & shade shelter
- Historic garden
- Interpretive signage
- Interactive Exhibits

The Lawn
- Formal lawn
- Flexible event space
  - Picnic, games
  - Wedding ceremony or reception

Perimeter Trail
- Interpretive history displays
- Seating

The Patio
- Formal lawn
- Flexible event space
  - Small crafts fair or farmers' market
  - Small live music program
  - Wedding ceremony & reception
- Herb and flower gardens
- Seating & shade shelters

Pathway to Other Site Amenities
- Gift shop & Restrooms

Slide 6

Inspirational Images | Garden
Kitchen, herb, and flower gardens





Slide 7

Inspirational Images | Lawn
Flexible event space





Slide 8

Inspirational Images | Patio
Flexible event space





Slide 9

Inspirational Images | Perimeter path
Interpretive signage






Slide 10

Site Alternative Concept 1:
Geometric Plan



Slide 11

Inspirational Images
Site Alternative Concept 1:
Geometric Plan





Slide 12

Site Alternative Concept 2:
Organic Plan



Slide 13

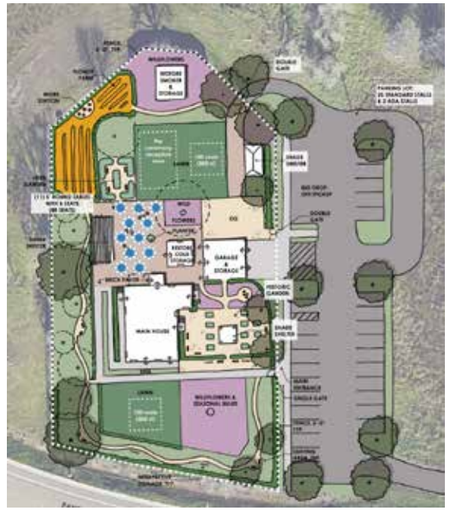
Site Alternative Concept 2:
Organic Plan





Slide 14

Event Layout

Slide 15

Farmer's Market Layout




Slide 16

Buildings Alternative Concept 1: Small Community Event Focus

Uses & Functions:

Farmhouse

- Accessibility upgrades to first floor
- Flexible spaces for small indoor events, such as:
  - Conferences
  - Speaker series
  - Small live music or arts programs
  - Meetings
- Demonstration kitchen
  - Cooking classes
  - Event support

Garage

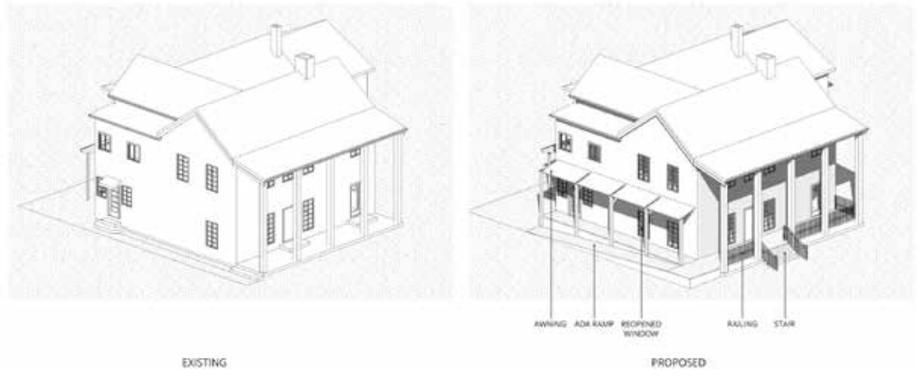
- Accessible restrooms
- Gift shop
  - Refreshment
  - Local goods





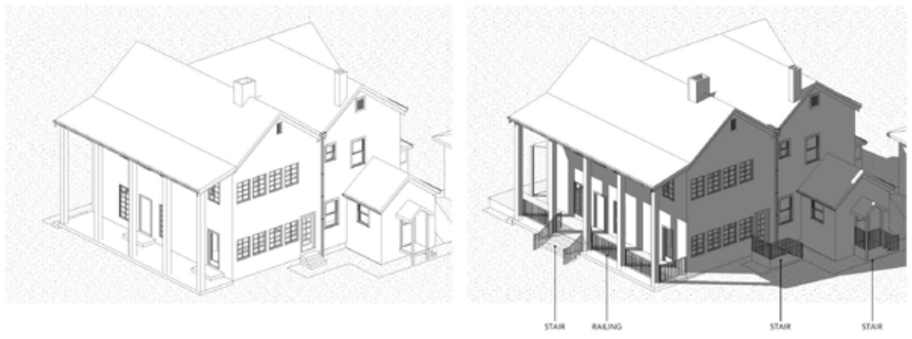
Slide 17

Farmhouse – Overall Exterior Concept



Slide 18

Farmhouse – Overall Exterior Concept



Slide 19

Inspirational Images
Concept 1 | Farmhouse Interior
Small Community Events





Slide 20

Inspirational Images
Concept 1| Farmhouse Interior
Demonstration Kitchen





Slide 21

Inspirational Images
Concept 1 | Garage
Gift Shop / Local Goods







Slide 22

Buildings Concept 1
Interior Floorplans



Slide 23

Buildings Concept 1A
Interior Floorplans



Slide 24

Buildings Alternative Concept 2: Education/Historic Interpretation Focus

Uses & Functions:

Farmhouse:

- Accessibility upgrades to first floor
- Sunroom:
  - Reception/ticketing
  - Back-of-house staff office
- Living Room and Dining Room:
  - Interpretive displays and artifacts about Fiddyment Family/Roseville's Pioneering and Agricultural History
    - Permanent displays at perimeters of rooms
    - Moveable displays in middle of spaces to allow for flexible use of spaces
- Kitchen
  - Catering prep/event support

Garage

- Accessible restrooms
- Classroom space
- Outdoor covered picnic area





Slide 25

Inspirational Images
Concept 2 | Farmhouse Interior
History Displays and Artifacts





Slide 26

Inspirational Images
Concept 2 | Farmhouse Interior
History Displays and Artifacts





Slide 27

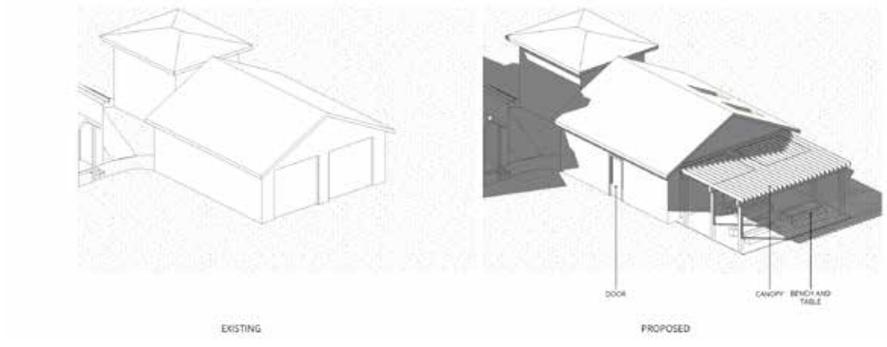
Inspirational Images
Concept 2 | Garage
Indoor/Outdoor Classroom





Slide 28

Buildings Concept 2 | Garage
Indoor/Outdoor Classroom



Slide 29

Buildings Concept 2
Interior Floorplans



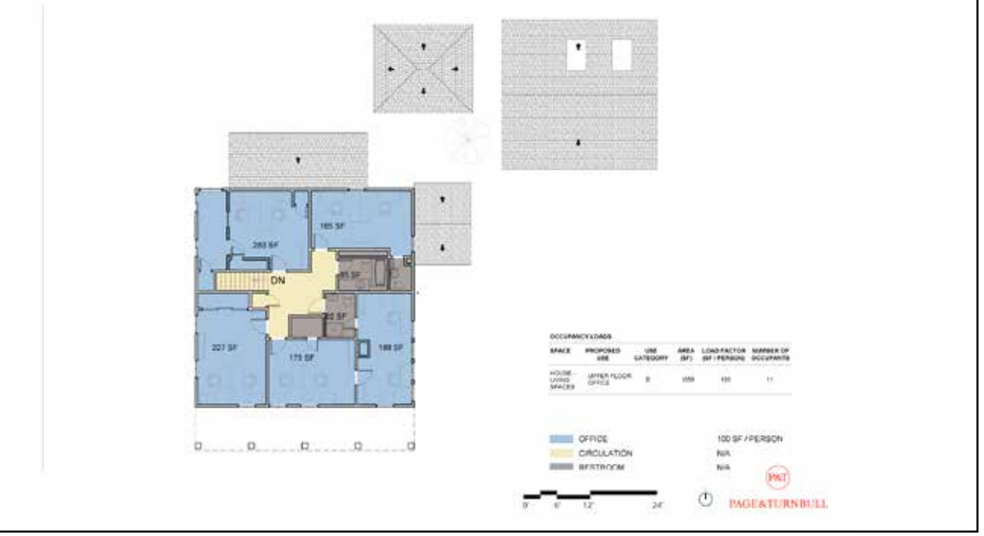
Slide 30

Buildings Concept 2A
Interior Floorplans



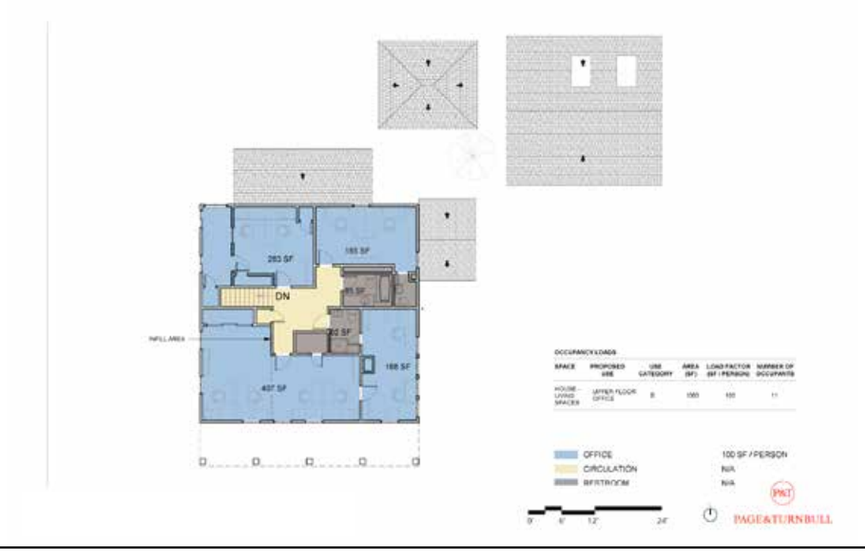
Slide 31

Farmhouse – Second Floor Concept 1A & 2



Slide 32

Farmhouse – Second Floor Concept 1A & 2



Slide 33

Potential Phasing & Cost

Phase 1 – Stabilize Buildings (Address hazardous conditions, prevent further deterioration)

Phase 2
A. Base Landscape scope (Cleanup site, remove stumps, basic regrading, install fencing/site security, basic parking and ADA) to prepare for exterior site public access
B. Parking Lot Phase 1

Phase 3 (Public access begins)
A. Front Lawn and Front Entry Paths
B. Plant Perimeter Shade Trees

Phase 4
A. House Base Adaptive Reuse Scope
B. Additional House Adaptive Reuse Scope
C. Rear Patio

Phase 5
A. Rear Paths, Lawn, and Community Gardens

Phase 6
A. Garage Base Adaptive Reuse Scope
B. Additional Garage Adaptive Reuse Scope



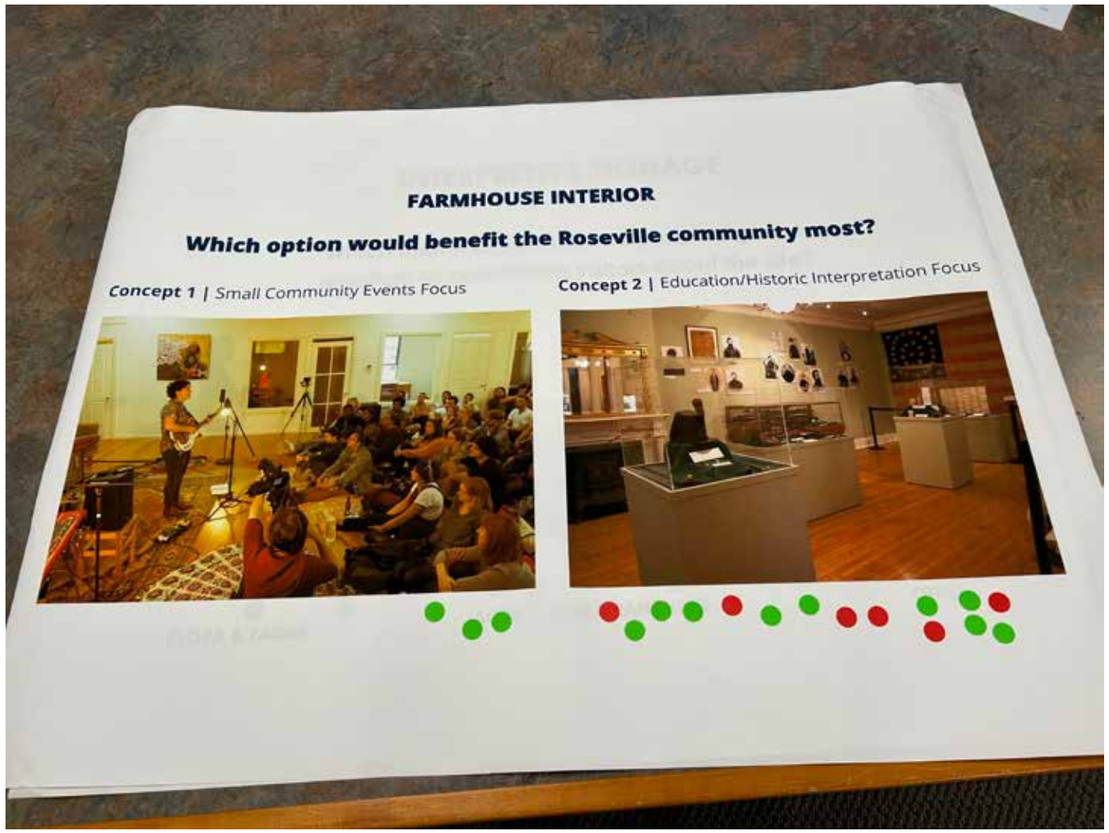
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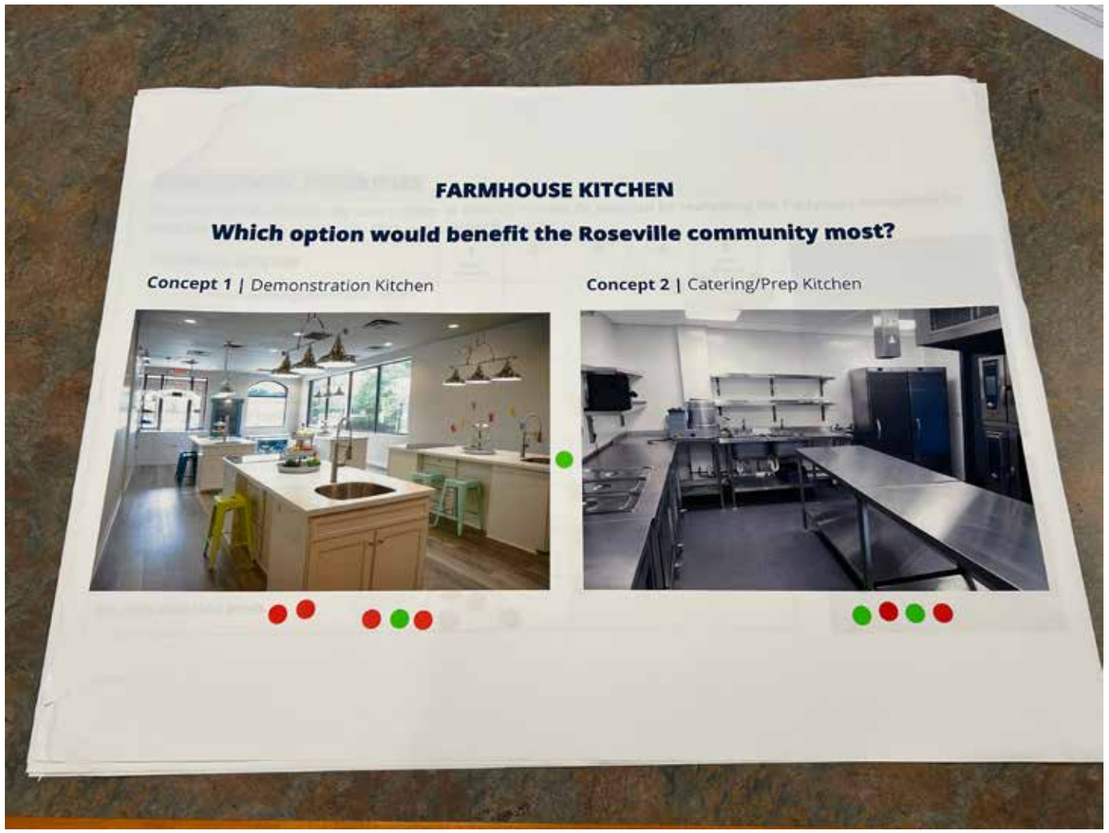


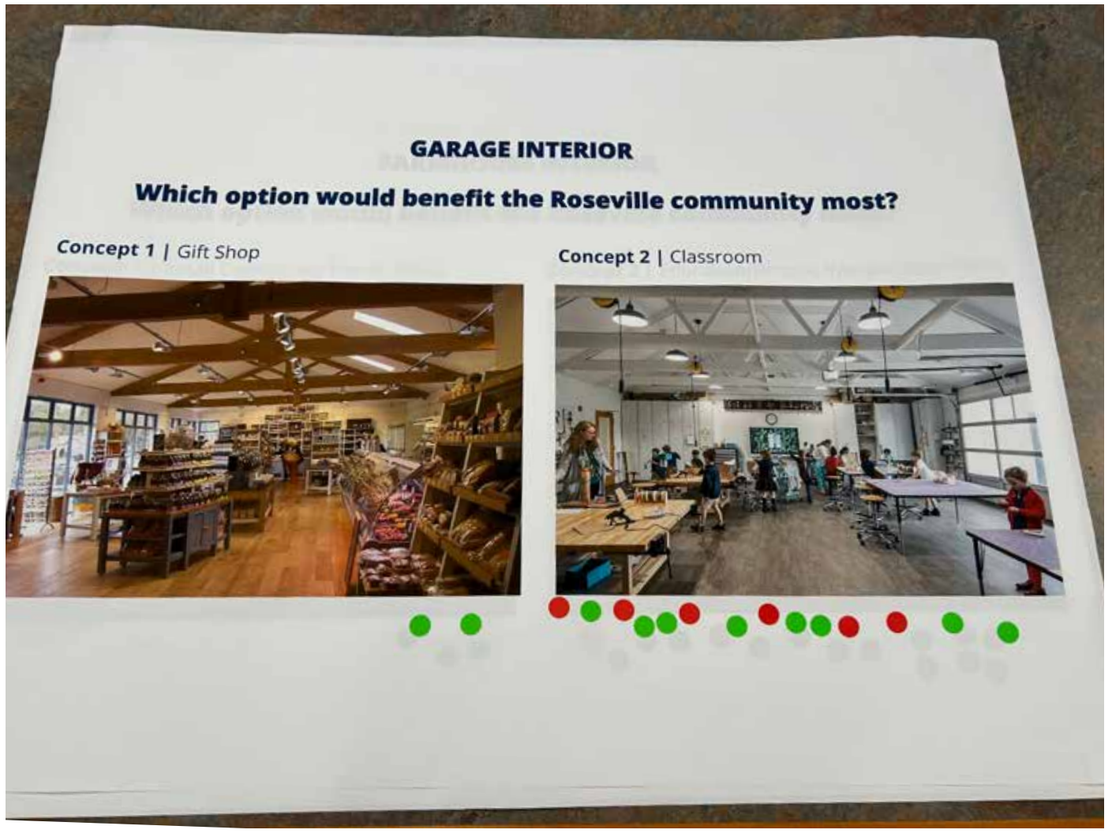
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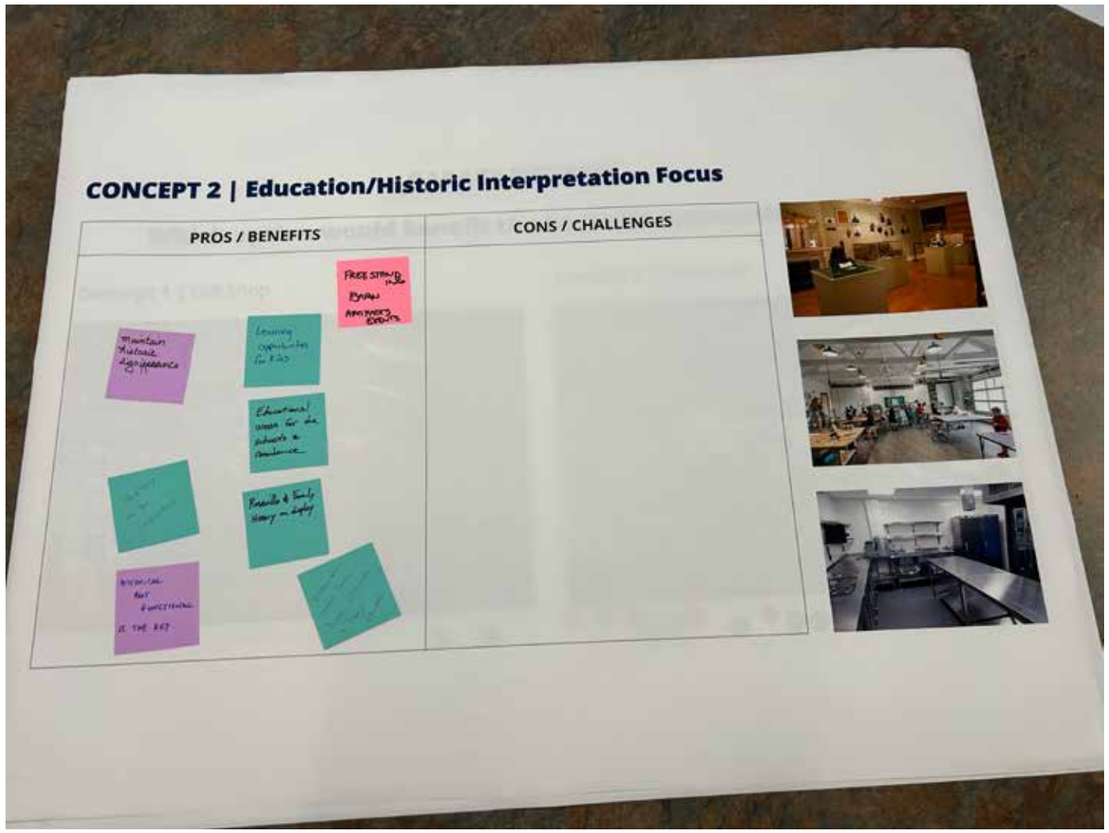
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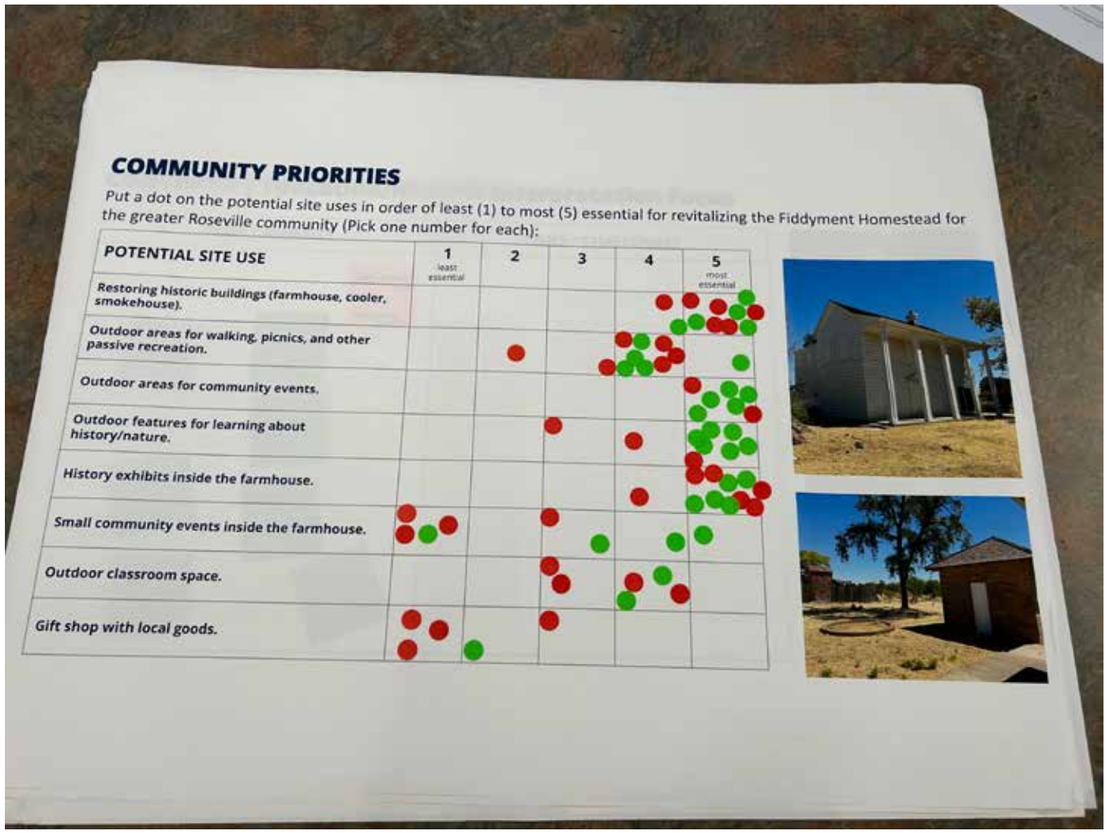

FARMHOUSE INTERIOR
Which option would benefit the Roseville community most?
Concept 1 | Small Community Events Focus
Concept 2 | Education/Historic Interpretation Focus

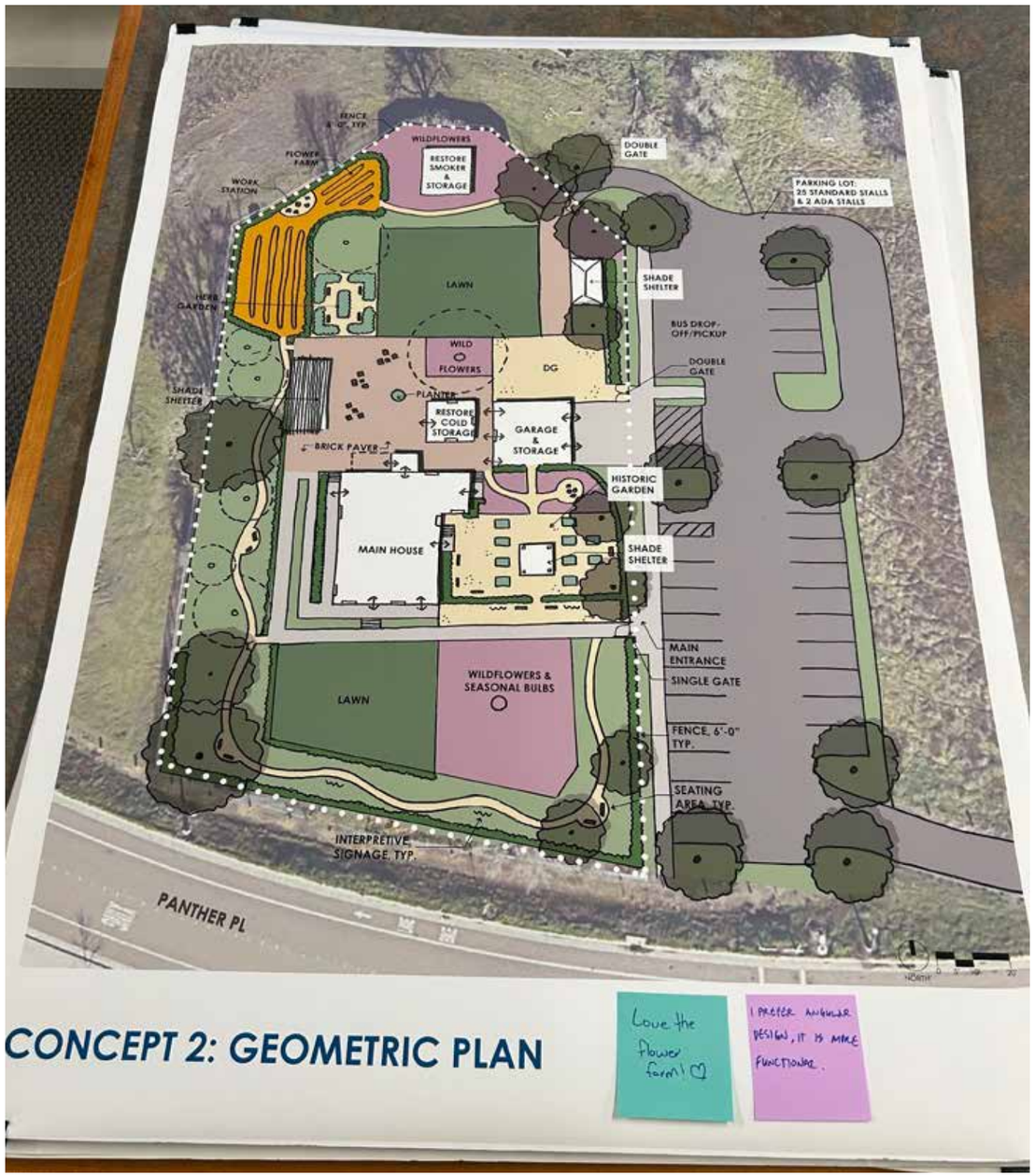

FARMHOUSE KITCHEN
Which option would benefit the Roseville community most?
Concept 1 | Demonstration Kitchen
Concept 2 | Catering/Prep Kitchen

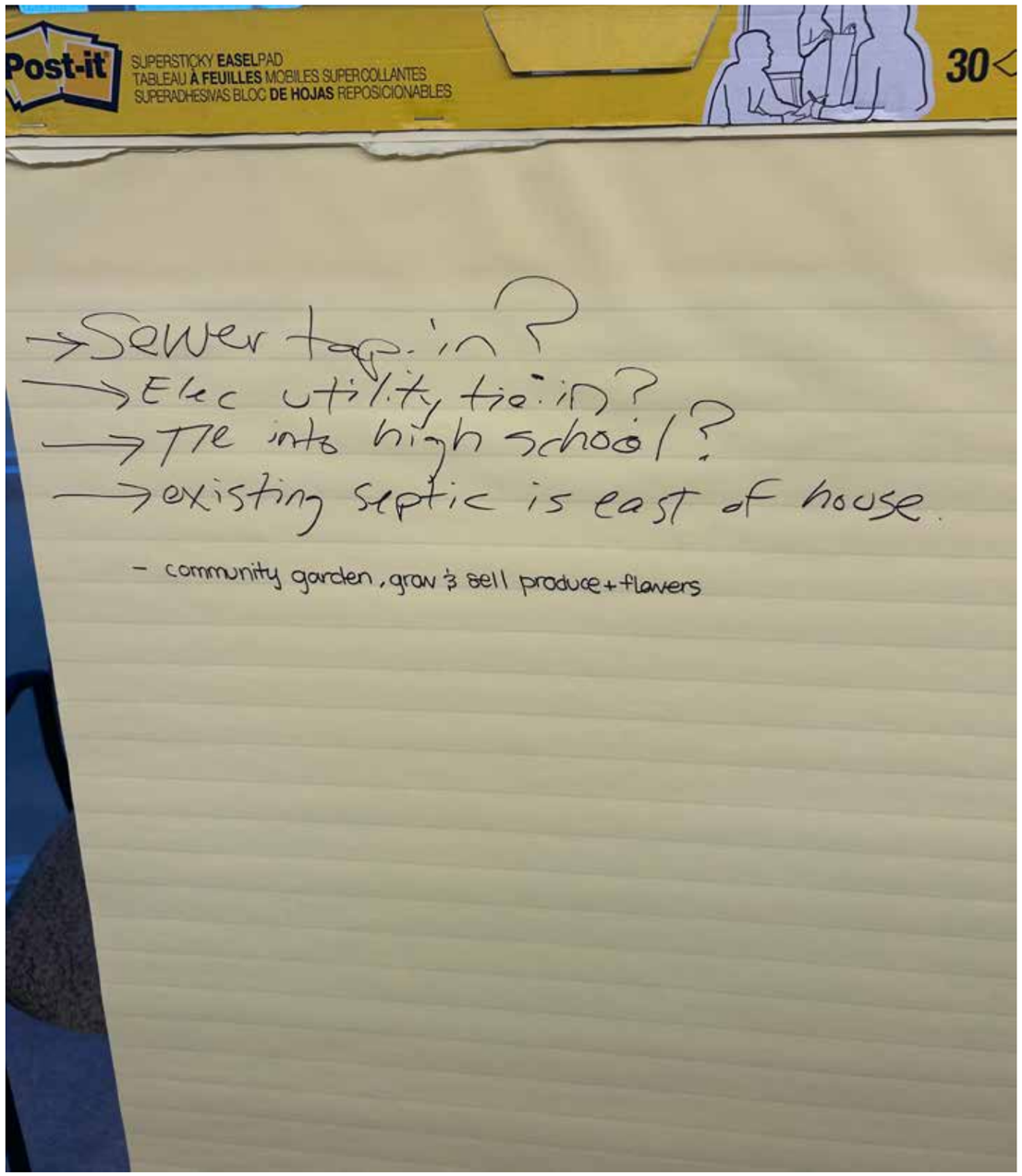

GARAGE INTERIOR
Which option would benefit the Roseville community most?
Concept 1 | Gift Shop
Concept 2 | Classroom


CONCEPT 1 | Small Community Event Focus
PROS / BENEFITS
CONS / CHALLENGES


CONCEPT 2 | Education/Historic Interpretation Focus
PROS / BENEFITS
CONS / CHALLENGES


COMMUNITY PRIORITIES
Put a dot on the potential site uses in order of least (1) to most (5) essential for revitalizing the Fiddyment Homestead for the greater Roseville community (Pick one number for each):
POTENTIAL SITE USE
1 least essential
2
3
4
5 most essential
Restoring historic buildings (farmhouse, cooler, smokehouse).
Outdoor areas for walking, picnics, and other passive recreation.
Outdoor areas for community events.
Outdoor features for learning about history/nature.
History exhibits inside the farmhouse.
Small community events inside the farmhouse.
Outdoor classroom space.
Gift shop with local goods.


FENCE 6'-0" TYP.
WILDFLOWERS
RESTORE SMOKER & STORAGE
FLOWER FARM
WORK STATION
DOUBLE GATE
PARKING LOT: 25 STANDARD STALLS & 2 ADA STALLS
LAWN
SHADE SHELTER
HERB GARDEN
BUS DROP-OFF/PICKUP
WILD FLOWERS
DG
DOUBLE GATE
SHADE SHELTER
PLANTER
RESTORE COLD STORAGE
GARAGE & STORAGE
BRICK PAVER
HISTORIC GARDEN
MAIN HOUSE
SHADE SHELTER
MAIN ENTRANCE
SINGLE GATE
LAWN
WILDFLOWERS & SEASONAL BULBS
FENCE, 6'-0" TYP.
SEATING AREA, TYP.
INTERPRETIVE SIGNAGE, TYP.
PANTHER PL
CONCEPT 2: GEOMETRIC PLAN
Love the flower farm! ♡
I PREFER ANGULAR DESIGN, IT IS MORE FUNCTIONAL.


Post-it
SUPERSTICKY EASELPAD
TABLEAU À FEUILLES MOBILES SUPERCOLLANTES
SUPERADHESIVAS BLOC DE HOJAS REPOSICIONABLES
30
→Sewer tap in?
→Elec utility tie in?
→TIE into high school?
→existing septic is east of house
- community garden, grow & sell produce + flowers

City Council Communication

Meeting Date: 8/19/2026
Item #: VII.16
File #: 0103 & 0103-13-03
Item ID: 2026-656

Title:	Unscheduled Vacancy Appointment - Transportation Commission
Contact:	Katrina Six 916-774-5267 kmsix@roseville.ca.us

SUMMARY

Staff recommends Council appoint one (1) individual to the Transportation Commission to a term expiring December 31, 2028, from the applications received from Jennifer Chapman, Lance Hibben, Ti Nguyen, and Esme Reyna.

RECOMMENDATION

Staff recommends that the City Council:

a. Appoint one (1) individual to the Transportation Commission to a term expiring December 31, 2028, from the applications received from Jennifer Chapman, Lance Hibben, Ti Nguyen, and Esme Reyna.

BACKGROUND

Appointments are due to be made as a result of an unscheduled vacancy. Jason Probst has vacated his seat on the Transportation Commission due to his appointment to the Planning Commission. Viideo interviews of the applicants were conducted by the City Clerk Department, and the City Attorney's Office reviewed the Statements of Economic Interest (Form 700) for potential conflicts of interest. The applications, video interviews, and confidential attorney review are compiled and provided to the City Council for consideration.

FISCAL IMPACT

There is no fiscal impact.

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 appointment of members to boards or commissions meets the above criteria and is not subject to CEQA. No additional environmental review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

5. Support community engagement and advocacy

Respectfully Submitted,
Katrina Six, City Clerk Technician

Carmen Avalos, City Clerk

ATTACHMENTS:

REVIEWERS:

Katrina Six, City Clerk Department	Created/Initiated - 8/5/2026
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 8/5/2026
Michelle Sheidenberger, City Attorney Department	Approved - 8/6/2026
Dominick Casey, City Clerk Department	Approved - 8/7/2026
Katrina Six, City Clerk Department	Final Approval - 8/10/2026