CITY OF ROSEVILLE CALIFORNIA

AGENDA

September 15, 2021

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

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

Members of the public may offer public comment by phone:

Dial in Phone Number: 916-774-5353

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

THE CITY OF ROSEVILLE WELCOMES YOUR PARTICIPATION

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

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

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

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

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

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

Security procedures are in place to attend Roseville City Council meetings. All attendees must successfully pass through a security metal detector. Any person with a prohibited item will not be allowed entry. Prohibited items include, but are not limited to: firearms (even with valid CCW), knives, pepper spray/mace, explosives of any kind/ any weapons and/or dangerous devices of any kind, illegal drugs and alcohol.

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

1. CALL TO ORDER

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE

4. MEETING PROCEDURES

5. PRESENTATIONS

5.1. Proclamation - In Recognition of PRIDE INDUSTRIES during National Disability Employment Awareness Month

Proclaim the month of October 2021 as National Disability Employment Awareness Month, and recognize PRIDE Industries, and encourage all residents to work together to advance the message that with a little bit of help, people with disabilities can do anything.

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

6. PUBLIC COMMENTS

7. CONSENT CALENDAR

BEGINNING OF CONSENT CALENDAR

Minutes

7.1. Minutes of Prior Meeting

Memo from Assistant City Clerk Helen Dreyer and City Clerk Sonia Orozco recommending the City Council approve the minutes of the July 21, 2021 City Council Closed Session, the July 21, 2021 City Council meeting, the August 4, 2021 City Council and Housing Authority meeting, the August 16, 2021 Special City Council meeting, and the August 18, 2021 City Council meeting.

CC #: 1707

File #: 0102-03

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

Bids / Purchases / Services

7.2. Office Supplies - Open Purchase Order

Memo from Buyer Becky Philipp and Assistant City Manager/Chief Financial

Officer Dennis Kauffman recommending the City Council adopt RESOLUTION NO. 21-398 APPROVING A PURCHASE ORDER FOR OFFICE SUPPLIES. Staff requests Council approve an open purchase order with Office Depot, Inc. to provide office supplies on an as-needed basis. Staff requests authorization to renew without further Council approval, contingent upon budget approval each year, until the contract expires or until City staff determines that continuing with the same vendor is not in the City's best interest. The estimated cost of the office supply purchases is not to exceed $235,000 for FY2021-22. Funding is included in each department's FY2021-22 budget. Spending for future years will be contingent upon Council approval of budgets.

CC #: 1709

File #: 0203-04

CONTACT: Becky Philipp 916-774-5724 bphilipp@roseville.ca.us

7.3. Water Efficiency Software Platform – Contract Purchase Agreement

Memo from Water Conservation Specialist John Shannon and Environmental Utilities Director Richard Plecker recommending the City Council adopt RESOLUTION NO. 21-395 APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND EAGLE AERIAL PHOTOGRAPHY INC. DBA EAGLE AERIAL SOLUTIONS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (3001519). Staff requests Council approval of a three-year contract purchase agreement with Eagle Aerial Photography Inc. dba Eagle Aerial Solutions (WaterView Software) for a software platform to meet water efficiency and allocation requirements. This tool will enhance mapping data, which will assist in meeting the efficiency and allocation requirements established under California water use efficiency legislation Senate Bill 606 and Assembly Bill 1668. Approval of this contract purchase agreement would allow the City to be equipped with the right tools to be able to meet future water use targets. The total estimated cost of this three-year agreement will not exceed $140,020 and is budgeted in the Water Efficiency Operations budget within the Water Operations Fund, which receives revenue from water utility sales. The annual cost of this agreement is $45,000, with a one-time initial set up fee of $5,020 added to the first year of the agreement.

CC #: 1705

File #: 0800-02

CONTACT: John Shannon 916-774-5768 jshannon@roseville.ca.us

Resolutions

7.4. Fiddyment Ranch - Phase 3 Village F-10 Phase 1 - Notice of Completion

Memo from Senior Construction Inspector Darin Crockett and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 21-400 ACCEPTING THE PUBLIC WORK KNOWN AS Fiddyment Ranch-Phase 3 Village F-10 Phase 1 PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING

AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING ALL DEDICATIONS OFFERED ON THE RECORDED MAP OF THE SUBDIVISION. The Engineering Division has made final inspection of the project and has found the civil improvement work complete in accordance with the improvement plans and City specifications. This action has no impact to the City's General Fund. Construction costs were paid by the developer.

CC #: 1711

File #: 0400-04-09-1

CONTACT: Darin Crockett 916-751-9196 dcrockett@roseville.ca.us

7.5. Relocation of Overhead Electric Lines on Parcel F-55 - Easement Relocation Agreement

Memo from Assistant Engineer Beth Taylor and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 21-407 APPROVING AN EASEMENT RELOCATION AGREEMENT, BY AND BETWEEN PACIFIC GAS AND ELECTRIC COMPANY AND THE CITY OF ROSEVILLE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approve the Easement Relocation Agreement for the relocation of an existing PG&E easement. The Easement Relocation Agreement would transfer the existing easement held by PG&E to the new alignment of the overhead electrical line relocation planned along Blue Oaks Blvd. on two City-owned properties. No costs are associated with this easement relocation agreement.

CC #: 1717

File #: 0800-03

CONTACT: Beth Taylor 916-746-1300 bftaylor@roseville.ca.us

7.6. Roseville Utility Exploration Center Exhibit Upgrade Project - Professional Design Services Agreement

Memo from Assistant Engineer Rana Moore and Environmental Utilities Director Richard Plecker recommending the City Council adopt RESOLUTION NO. 21-394 APPROVING A PROFESSIONAL DESIGN SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND BART HAYS EXHIBITION DESIGN, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff request Council approve a professional design services agreement with Bart Hays Exhibition Design (BartXD) to provide professional design services to update exhibits at the Roseville Utility Exploration Center (UEC) and to design exhibits for the future utility customer service center located at 116 S. Grant Street. The total contract value of the agreement with BartXD is not to exceed $322,892. Of this contract amount, $263,492 is for the UEC portion of the project and $59,400 is for the 116 S. Grant Street building. Funding for both activities is included in the Roseville Electric Fund, Water Rehabilitation Fund, Wastewater Rehabilitation Fund, and the Waste Services Rehabilitation Fund FY2021-22 capital improvement project budgets.

CC #: 1704

File #: 0800-02 & 0800-03

CONTACT: Rana Moore 916-223-2867 rcmoore@roseville.ca.us

7.7. Torrente at Sierra Vista Community Facilities District No. 1 (Public Facilities District) - Intent to Form

Memo from Management Analyst Jeannine Thrash and Assistant City Manager/Chief Financial Officer Dennis Kauffman recommending the City Council adopt RESOLUTION NO. 21-401 TO FORM A COMMUNITY FACILITIES DISTRICT AND TO AUTHORIZE THE LEVY OF A SPECIAL TAX THEREIN TO FINANCE PUBLIC FACILITIES AND PUBLIC SERVICES IN AND FOR SUCH COMMUNITY FACILITIES DISTRICT; and adopt RESOLUTION NO. 21-402 INTENTION TO INCUR BONDED INDEBTEDNESS TO FINANCE THE ACQUISITION AND CONSTRUCTION OF CERTAIN PUBLIC FACILITIES IN AND FOR THE CITY OF ROSEVILLE TORRENTE AT SIERRA VISTA COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES). CGB Properties, the landowner proposed to be included in the public infrastructure district, has requested the City form a Community Facilities District (CFD) under the Mello-Roos Community Facilities Act of 1982, as amended, 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 be used to finance acquisition and construction of authorized facilities of the CFD. The CFD will generate special taxes that will be paid by the property owners sufficient to pay the costs of debt service, CFD administration, and any authorized pay-as-you-go facilities, as well as provide funding in the future for maintenance/replacement of constructed facilities. The issuance of bonds will not impact the City's General Fund.

CC #: 1714

File #: 0206-03-01

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

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

7.8. Fiscal Year 2020-21 Year-End - Budget Adjustments

Memo from Budget Manager Scott Pettingell and Assistant City Manager/Chief Financial Officer Dennis Kauffman recommending the City Council adopt ORDINANCE NO. 6396 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2020-21 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. As part of the FY2020-21 year-end close process, staff analyzes budget to actual results to ensure compliance with the annual budget ordinance no. 6239. Staff has completed this review and has identified administrative adjustments to the FY2020-21 budget. The report summarizes the adjustments, including recommended changes to expenses/expenditures, revenues, and available resources. The net impact to the General Fund is an increase in available resources of $188,636.

CC #: 1713

File #: 0201 & 0201-01

CONTACT: Scott Pettingell 916-746-1306 spettingell@roseville.ca.us

Reports / Requests

7.9. Appointment to Local Sales Tax Citizens' Oversight Committee - Bi-Annual Vacancy

Memo from Deputy City Clerk Katrina Six and City Clerk Sonia Orozco recommending the City Council appoint Stephanie Hill to the Local Sales Tax Citizens' Oversight Committee.

CC #: 1712

File #: 0103-22

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

7.10. League of California Cities Annual Conference 2021 - Consideration of Annual Conference Resolutions

Memo from Government Relations Administrator Mark Wolinski and Deputy City Manager Megan Scheid recommending the City Council provide direction to the City's voting delegate regarding the City's position on the League of California Cities resolutions being considered at its annual conference. This year, the League of California Cities Annual Conference is being held September 22-24, 2021 in Sacramento, CA. The annual business meeting will be held at noon on Friday, September 24, 2021 when the membership takes action on resolutions that establish League policy. Designated voting delegates or their alternates registered to attend the Annual Conference constitute the League's General Assembly. At the August 18, 2021 City Council meeting, the Council appointed Council Member Scott Alvord as the City's voting delegate. Annual conference resolutions guide cities and the League in efforts to improve the quality, responsiveness and vitality of local government in California. There is no financial impact associated with this action.

CC #: 1700

File #: 0102-12

CONTACT: Mark Wolinski 916-774-5179 mwolinski@roseville.ca.us

7.11. Out-of-State Travel - National Police Memorial Week

Memo from Chief of Police Troy Bergstrom recommending the City Council approve an out-of-state travel request for members of the Police Department Honor Guard and other staff to attend National Police Memorial Week ceremonies in Washington D.C. in remembrance of the 25th Anniversary of the loss of Officer Mark White. The trip has been delayed twice by COVID-19 restrictions and rescheduled to October 13-16, 2021. There are no travel or lodging costs to the City for this event. All travel costs are covered through a combination of private donations and attendee self-funding.

CC #: 1701

File #: 0600-02

CONTACT: Troy Bergstrom 916-774-5010 tbergstrom@roseville.ca.us

Ceremonial Documents

7.12. Proclamation - Constitution Week September 17 - 23

Proclaim September 17 - 23, 2021 as CONSTITUTION WEEK and encourage all citizens to reaffirm the ideals of the Framers of the Constitution by vigilantly protecting the freedoms guaranteed to all through the Constitution of the United States of America.

CC #: 1702

File #: 0102-06

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

7.13. Resolution - Renee Laffey

Commend Frances (Renee) Laffey for her 15 years of outstanding service and dedication to the City of Roseville, congratulate her for her accomplishments, and wish her a long, healthy, and enjoyable retirement.

CC #: 1706

File #: 0102-10

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

END OF CONSENT CALENDAR

8. RESOLUTIONS

8.1. Baseline at Sierra Vista Community Facilities District No. 1, Series 2021 - Bond Issuance

Memo from Management Analyst Jeannine Thrash and Assistant City Manager/Chief Financial Officer Dennis Kauffman recommending the City Council adopt RESOLUTION NO. 21-403 AUTHORIZING THE ISSUANCE OF SPECIAL TAX BONDS FOR AND ON BEHALF OF IMPROVEMENT AREA NO. 1 OF THE CITY OF ROSEVILLE BASELINE AT SIERRA VISTA COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES), APPROVING AND DIRECTING THE EXECUTION OF A FISCAL AGENT AGREEMENT, BOND PURCHASE AGREEMENT, AND ACQUISITION AGREEMENT, APPROVING THE FORM OF PRELIMINARY OFFICIAL STATEMENT, APPROVING SALE OF SUCH BONDS, AND APPROVING OTHER RELATED DOCUMENTS AND ACTIONS. The 2021 bonds are the first series of bonds being issued at the developer's request, in an amount not to exceed $9 million to: i) construct and/or acquire certain authorized public facilities, (ii) provide for a deposit to a debt service reserve fund, (iii) provide capitalized interest for debt service due on the Bonds, and (iv) pay costs of issuance of the bonds. The Community Facilities District (CFD) generates special taxes paid by the property owners sufficient to pay the costs of debt service associated with the bonds, CFD administration, and any authorized pay-as-you-go facilities, as well as provide funding in the future for maintenance/replacement of constructed facilities. The issuance of these bonds will

not impact the City's General Fund.

CC #: 1715

File #: 0206-03-01

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

9. SPECIAL REQUESTS/REPORTS/PRESENTATION

9.1. Northwest Landscaping and Lighting District - Ballot Initiative

Memo from Management Analyst Jeannine Thrash and Assistant City Manager/Chief Financial Officer Dennis Kauffman recommending the City Council adopt RESOLUTION NO. 21-404 INITIATING PROCEEDINGS TO LEVY PROPOSED NEW OR INCREASED ASSESSMENTS FOR NORTHWEST ROSEVILLE SPECIFIC PLAN LANDSCAPING AND LIGHTING DISTRICT FOR FISCAL YEAR 2022/2023 AND ORDERING THE ENGINEER TO PREPARE AND FILE AN ENGINEER'S REPORT IN ACCORDANCE WITH ARTICLE 4 OF CHAPTER 1 OF SAID ACT; and adopt RESOLUTION NO. 21-405 DECLARING ITS INTENTION TO BALLOT PROPERTY OWNERS FOR PROPOSED NEW OR INCREASED ASSESSMENTS FOR THE NORTHWEST ROSEVILLE SPECIFIC PLAN LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2022/2023, SETTING A TIME AND PLACE FOR A PUBLIC HEARING, AND AUTHORIZING STAFF TO PROCEED WITH THE BALLOTING PROCEDURES; and adopt RESOLUTION NO. 21-406 PRELIMINARY APPROVAL OF THE ENGINEER'S LEVY REPORT REGARDING PROPOSED NEW OR INCREASED ASSESSMENTS FOR FISCAL YEAR 2022/2023 FOR THE NORTHWEST ROSEVILLE SPECIFIC PLAN LANDSCAPING AND LIGHTING DISTRICT. In order to fund needed improvements within the Northwest Lighting & Landscape District (NWLLD), staff recommends sending out a ballot to ask all homeowners within the NWLLD to vote for an assessment increase so that the annual levy for all homeowners would be $260 per parcel. The ballot will also ask for approval of an annual inflationary adjustment. If the ballot passes, the increase of the maximum assessment by $160 per unit in Zone A from $100 to $260 per unit would allow for an addition of $739,520 to be used in the FY2022-23 budget year for authorized services for the district. The increase of the maximum assessment by $112.80 per unit in Zone B from $147.20 to $260.00 per unit would allow for an additional $14,664 per year. There would be no fiscal impact to the General Fund.

CC #: 1716

File #: 0206-08-01

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

10. DEPARTMENT UPDATES

10.1. Electric Department Update

CONTACT: Michelle Bertolino 916-774-5636 mbertolino@roseville.ca.us

11. PUBLIC HEARING

NOTICE TO THE PUBLIC

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

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

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

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

11.1. Community Facilities District No. 3 (Municipal Services) - Annexation No. 26 (Baseline at Sierra Vista) - Annexation of Territory

Memo from Management Analyst Jeannine Thrash and Assistant City Manager/Chief Financial Officer Dennis Kauffman recommending the City Council adopt RESOLUTION NO. 21-396 A RESOLUTION OF ANNEXATION OF TERRITORY TO COMMUNITY FACILITIES DISTRICT, AUTHORIZING THE LEVY OF A SPECIAL TAX AND SUBMITTING LEVY OF TAX TO QUALIFIED ELECTORS; and adopt RESOLUTION NO. 21-397 A RESOLUTION DECLARING RESULTS OF SPECIAL ANNEXATION ELECTION, DETERMINING VALIDITY OF PRIOR PROCEEDINGS, AND DIRECTING RECORDING OF AMENDED NOTICE OF SPECIAL TAX LIEN. The landowner is obligated under their Development Agreement by and between the City and DF Properties, Inc. relative to the Sierra Vista Specific Plan, to annex into the existing Municipal Services Community Facilities District (CFD) No. 3. The annexation into CFD No. 3 helps offset the property's impact on City General Fund resources available to pay for municipal services and therefore will not negatively impact the General Fund.

CC #: 1708

File #: 0400-04-17-1

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

11.2. Community Development Block Grant 2020 Consolidated Annual Performance and Evaluation Report

Memo from Housing Analyst Kristine Faelz and Assistant City Manager Ryan

DeVore recommending the City Council adopt RESOLUTION NO. 21-399 APPROVING THE 2020 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER) AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO SUBMIT THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) 2020 CAPER TO THE U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT (HUD). Staff requests Council approval of the City's Consolidated Annual Performance and Evaluation Report (CAPER) for the federal Community Development Block Grant Program, and authorization to submit the CAPER to the federal Department of Housing and Urban Development. The Community Development Block Grant funding is provided as a federal grant to the City. These grants are used to offset potential costs to the General Fund and to serve the community. This item does not impact the City's General Fund.

CC #: 1710

File #: 0113-02 & 0709

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

12. REPORTS / PUBLIC COMMENTS

13. ADJOURNMENT

COUNCIL COMMUNICATION

CC #: 1703
File #: 0102-06

Title:	Proclamation - In Recognition of PRIDE INDUSTRIES during National Disability Employment Awareness Month
Contact:	Blair Hutchison 916-774-5266 bhmutchison@roseville.ca.us

Meeting Date: 9/15/2021
Item #: 5.1.

RECOMMENDATION TO COUNCIL

Proclaim the month of October 2021 as National Disability Employment Awareness Month, and recognize PRIDE industries, and encourage all residents to work together to advance the message that with a little bit of help, people with disabilities can do anything.

BACKGROUND

Not applicable.

FISCAL IMPACT

Not applicable.

ENVIRONMENTAL REVIEW

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

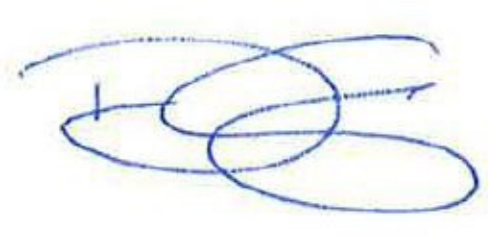
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Not applicable.

Respectfully Submitted,

Blair Hutchison, Deputy City Clerk

Sonia Orozco, City Clerk



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Dominick Casey, City Manager

ATTACHMENTS:

Description

Proclamation - In recognition of PRIDE INDUSTRIES during National Disability Employment Aw

Proclamation

In Recognition of PRIDE INDUSTRIES
during
National Disability Employment Awareness Month

WHEREAS, as the leading employer of people with disabilities in the nation, PRIDE Industries delivers business excellence with a positive social impact; and

WHEREAS, through personalized employment services, PRIDE helps individuals of all abilities realize their true potential and lead more independent lives; and

WHEREAS, PRIDE demonstrates the value of its inclusive workforce model through operational success across multiple industries every day; and

WHEREAS, with proven performance for more than 50 years, PRIDE optimize customer operations in private and public organizations nationwide, while creating sustainable employment opportunities for people with disabilities; and

WHEREAS, as a non-profit social enterprise, PRIDE provides facilities operations and maintenance services, custodial services, contract manufacturing, supply chain management, packaging and fulfillment services, and staffing and recruitment services to private and public organizations nationwide; and

WHEREAS, through personalized employment coaching, training, and job placement, PRIDE helps individuals facing employment barriers to realize their true potential and contribute to their communities.

NOW, THEREFORE, I, KRISTA BERNASCONI, MAYOR OF THE CITY OF ROSEVILLE, CALIFORNIA, do hereby proclaim the month of **October 2021** as **National Disability Employment Awareness Month** recognize PRIDE industries and encourage all residents to work together to advance the message that with a little bit of help, people with disabilities can do anything.

SIGNED AND APPROVED this 15th day of September 2021.

CITY OF ROSEVILLE
INCORPORATED APRIL 10, 1909

KRISTA BERNASCONI, MAYOR

COUNCIL COMMUNICATION

CC #: 1707
File #: 0102-03

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

Meeting Date: 9/15/2021
Item #: 7.1.

RECOMMENDATION TO COUNCIL

Recommend the City Council approve the minutes of the July 21, 2021 City Council Closed Session, the July 21, 2021 City Council meeting, the August 4, 2021 City Council and Housing Authority meeting, the August 16, 2021 Special City Council meeting, and the August 18, 2021 meeting of the City Council.

BACKGROUND

There is no background associated with this item. The request is to approve the minutes of previous meetings.

FISCAL IMPACT

Not applicable.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment CEQA Guidelines §15061(b)(3). The approval of minutes does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

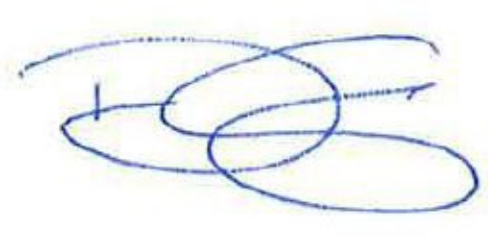
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal B - Support community engagement and advocacy

Respectfully Submitted,

Helen Dreyer, Assistant City Clerk

Sonia Orozco, City Clerk



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Dominick Casey, City Manager

ATTACHMENTS:

Description

July 21, 2021 Closed Session Minutes

July 21, 2021 City Council Minutes

August 4, 2021 City Council and Housing Authority Minutes

August 16, 2021 Special City Council Minutes

August 18, 2021 City Council Minutes

MINUTES

July 21, 2021

CLOSED SESSION
5:00 p.m.
Civic Center Meeting Rooms 1 & 2
311 Vernon Street
Roseville, California
www.roseville.ca.us

A. CLOSED SESSION CALL TO ORDER

Mayor Krista Bernasconi called the meeting to order at 5:00 p.m.

B. CLOSED SESSION SILENT ROLL CALL

Present: Houdesheldt, Alvord, Roccucci, Mendonsa, Bernasconi

C. CLOSED SESSION PUBLIC COMMENTS

No public comment received.

D. CLOSED SESSION

D.1. Public Employee Performance Evaluation

Pursuant to Government Code Section 54957(b)(1)
Performance evaluation/goal setting: City Attorney

CONTACT: Stacey Peterson 916-774-5374 slpeterson@roseville.ca.us

Closed Session Disclosure: No reportable action taken.

E. CLOSED SESSION ADJOURNMENT

Council consensus to adjourn the meeting.

MINUTES
July 21, 2021

CITY COUNCIL
6:00 p.m.
Council Chambers
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Members of the public may offer public comment by phone:

Dial in Phone Number: 916-774-5353

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

1. CALL TO ORDER

Mayor Krista Bernasconi called the meeting to order at 6:00 p.m.

2. ROLL CALL

Present: Houdesheldt, Alvord, Roccucci, Mendonsa, Bernasconi

3. PLEDGE OF ALLEGIANCE

Deputy City Attorney My Tien Doan led the Pledge of Allegiance.

4. MEETING PROCEDURES

City Clerk Sonia Orozco announced the procedures for addressing the City Council.

5. PRESENTATIONS

5.1. Annual Placer Mosquito and Vector Control District Presentation

CONTACT: Sonia Orozco 916-774-5263 sorozco@roseville.ca.us

Placer County Mosquito and Vector Control District Public Information Officer Megan Luevano made the presentation to the City Council.

No public comment received.

5.2. Boys and Girls Club of Placer County Update

CONTACT: Sonia Orozco 916-774-5263 sorozco@roseville.ca.us

Placer County Boys and Girls Club Chief Executive Officer Randy Tooker made the presentation to the City Council.

No public comment received.

6. PUBLIC COMMENTS

No public comment received.

7. CONSENT CALENDAR

BEGINNING OF CONSENT CALENDAR

Motion by Bruce Houdesheldt, seconded by Pauline Roccucci, to remove items 7.2 and 7.29 from the Consent Calendar for separate discussion and action and approve the remaining items as recommended with Mayor Bernasconi recusing herself from item 7.10. The Motion Passed.

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

Minutes

7.1. Minutes of Prior Meeting

Memo from Assistant City Clerk Helen Dreyer and City Clerk Sonia Orozco recommending the City Council approve the minutes of the June 16, 2021 City Council Closed Session and the June 16, 2021 meeting of the City Council, Finance Authority, Housing Authority and Natural Gas Financing Authority.

CC #: 1605

File #: 0102-03

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

Bids / Purchases / Services

7.2. 401 Oak Street Demolition Project (RFQ 10-3300) – Contract Purchase Agreement and Budget Adjustment

Memo from Buyer Tiffany Valdez and Assistant City Manager/Chief Financial Officer Dennis Kauffman recommending the City Council adopt RESOLUTION NO. 21-308 APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND DOUBLE B DEMOLITION, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (3001253); and adopt ORDINANCE NO. 6379 ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2021-22 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff requests Council authorize a contract purchase agreement with Double B Demolition, Inc. for demolition and grading services to complete the demolition project at 401 Oak Street. The cost of the Agreement is $550,000. Additionally, adopt an ordinance approving a budget adjustment appropriating available resources in the Strategic Improvement Fund to the 401 Oak Street Site Work project. The recommended budget adjustment totals $1,214,604 and includes the costs of the Demolition Agreement, remediation and internal staff labor.

CC #: 1591

File #: 0203-04

CONTACT: Tiffany Valdez 916-774-5708 tvaldez@roseville.ca.us

Item removed by Councilmember Pauline Roccucci.

Economic Development Director Laura Matteoli made the presentation to the City Council.

Muriel Moore, spoke in support of waiting on demolition of the building.

Motion by Pauline Roccucci, seconded by Scott Alvord, to adopt RESOLUTION NO. 21-308 APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND DOUBLE B DEMOLITION, INC., AND AUTHORIZIGN THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (3001253); and adopt ORDINANCE NO. 6379 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2021-22 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. The Motion Passed.

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

7.3. 405 Vernon Parking Garage Paint (RFQ 10-3298) – Contract Purchase Agreement

Memo from buyer Tiffany Valdez and Assistant City Manager/Chief Financial

Officer Dennis Kauffman recommending the City Council adopt RESOLUTION NO. 21-309 APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND PACIFIC CONTRACTORS GROUP INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (3001225). Staff requests Council approve a contract purchase agreement with Pacific Contractors Group Inc. for the materials and labor to clean and paint the parking garage at 405 Vernon Street. The cost of the agreement is $158,000. Funding is included in the FY2020-21 General Fund Parking Structures Renovation and Restoration Capital Improvement Project budget.

CC #: 1592

File #: 0203-04

CONTACT: Tiffany Valdez 916-774-5708 tvaldez@roseville.ca.us

7.4. On-Call Roadway and Trail Maintenance Services - Award of Contract and Budget Adjustment

Memo from Assistant Engineer Jesse Khatkar and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 21-336 APPROVING AN AGREEMENT, BY AND BETWEEN PAVEMENT COATINGS CO. AND THE CITY OF ROSEVILLE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 6383 OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2021-22 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff requests Council award the On-Call Roadway and Trail Maintenance Services Contract to the lowest responsive bidder, Pavement Coatings Co., in an amount not to exceed $5,268,494, and authorize the City Manager or his designee to execute four (4) additional one (1) year extensions. A budget adjustment is also recommended for the Sun City Resurfacing Project in the amount of $1,560,000 of Gas Tax resources which, when combined with the previously approved $3,900,000 available in the project, will cover the on-call contract along with staff time, inspection, and testing services. The first project assigned to the contractor will be Phase 1 of the Sun City Resurfacing Project with a total construction budget of $3,860,000. This amount will cover the construction contract work, contract construction management and inspection, City staff time, and monument surveying. No General Fund resources are being used for this project.

CC #: 1616

File #: 0900-04-02

CONTACT: Jesse Khatkar 916-774-5434 jskhatkar@roseville.ca.us

7.5. Parks and Landscape Maintenance - Services Agreement Amendment

Memo from Parks, Recreation & Libraries Superintendent Eric Dexter and Parks, Recreation & Libraries Director Jill Geller recommending the City Council adopt RESOLUTION NO. 21-327 APPROVING A FIRST AMENDMENT TO PARK AND LANDSCAPE SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND CAGWIN & DORWARD, LLC, AND

AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALFOF THE CITY OF ROSEVILLE. Staff requests approval of the First Amendment to Park and Landscape Maintenance Services Agreement with Cagwin & Dorward, LLC, increasing the contract amount by $2,113,805 which will increase the not-to-exceed amount to $15,948,250 through the contract end date of December 31, 2022. This includes five community facilities districts (CFD) and lighting and landscaping district (LLD) areas and General Fund landscapes that were previously maintained by another contractor. This amendment to the contract will take effect on June 1, 2021. The funding for each year's annual maintenance contract will be included in the Parks, Recreation and Libraries, Public Works, Roseville Electric, Environmental Utilities, and CFD and LLD operating budgets. Contract authority will be limited to amounts in approved fiscal year budgets.

CC #: 1609

File #: 0203-16

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

Resolutions

7.6. Pleasant Grove Wastewater Treatment Plant Energy Recovery Project - Installment Sale Agreement Amendment

Memo from Senior Engineer Tracie Mueller and Environmental Utilities Director Richard Plecker recommending the City Council adopt RESOLUTION NO. 21-339 APPROVING AMENDMENT NO. 1 TO THE INSTALLMENT SALE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND CALIFORNIA STATE WATER RESOURCES CONTROL BOARD, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approval of the Installment Sale Agreement Amendment 1 for the Clean Water State Revolving Fund (CWSRF) loan from the California State Water Resources Control Board for the Pleasant Grove Wastewater Treatment Plant Energy Recovery project. The adoption of the CWSRF Installment Sale Agreement Amendment 1 initiates the financial commitments to repay the loans and repayment will be based on the amount of the loan used. The Debt Service Agreement between the City and South Placer Wastewater Authority (SPWA) will allow all CWSRF loan repayment costs made by the City to be fully reimbursed by the SPWA agency partners. The CWSRF interest rate of 1.3 percent is the lowest available financing option evaluated for SPWA to fund these projects. There will be no impact to the City's General Fund.

CC #: 1619

File #: 0800-02

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

7.7. Utilities Communication Marketing Support and Graphic Design Services - Professional Services Agreement

Memo from Public Information Officer Maurice Chaney and Environmental Utilities Director Richard Plecker recommending the City Council adopt RESOLTUION NO. 21-329 APPROVING A PROFESSIONAL SERVICES AGREEMENT, BY

AND BETWEEN THE CITY OF ROSEVILLE AND PROPROSE LLC DBA SAGENT, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests approval of a professional services agreement through June 30, 2024, with Sagent/ProProse to develop and implement outreach, strategic communication, and graphic design activities to meet specific outreach/communication needs for Roseville Electric Utility, Environmental Utilities, and the Utility Exploration Center (UEC). The estimated annual cost is not to exceed $437,575. Funding is included in the Roseville Electric Utility, Environmental Utilities, and UEC FY2021-22 budgets. Funding availability for subsequent years is subject to City Council approval of future budgets, not to exceed $437,575 per year.

CC #: 1611

File #: 0800-02 & 0800-03

CONTACT: Maurice Chaney 916-774-5539 mchaney@roseville.ca.us
Erin Frye 916-774-5625 evfrye@roseville.ca.us

7.8. Cooperative Potable Water Transmission Infrastructure Project (Tinker Pump Station and Five Star Intertie Improvements) – Professional Design Services Agreement

Memo from Principal Engineer George Hansen and Environmental Utilities Director Richard Plecker recommending the City Council adopt RESOLUTION NO. 21-319 APPROVING A PROFESSIONAL DESIGN SERVICES AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND GHD INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests approval of a professional design services agreement with GHD Inc., to provide engineering design and support during construction for improvements to the Tinker Pump Station and Five Star Intertie as part of the Cooperative Potable Water Transmission Infrastructure project, for a total not-to-exceed contract value of $889,074. Funding for the project is from the existing Capital Improvement Project budget in the Water Construction Fund.

CC #: 1604

File #: 0800-02

CONTACT: George Hanson 916-746-1764 ghanson@roseville.ca.us

7.9. Engineering Services - On-Call Professional Design Services Agreements

Memo from Senior Engineer Tracie Mueller and Environmental Utilities Director Richard Plecker recommending the City Council adopt RESOLUTION NO. 21-321 APPROVING AN ON-CALL PROFESSIONAL DESIGN 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; and adopt RESOLUTION 21-322 APPROVING AN ON-CALL PROFESSIONAL DESIGN SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND HAZEN AND SAWYER, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 21-323 APPROVING AN ON-CALL

PROFESSIONAL DESIGN SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND DOMENICHELLI & ASSOCIATES, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 21-324 APPROVING AN ON-CALL PROFESSIONAL DESIGN SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND CAROLLO ENGINEERS, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 21-325 APPROVING AN ON-CALL PROFESSIONAL DESIGN SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND STANTEC CONSULTING SERVICES, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLTUION 21-326 APPROVING AN ON-CALL PROFESSIONAL DESIGN SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND WATER WORKS ENGINEERS, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This item requests City Council approval of six On-Call Engineering Professional Design Service Agreements with a not-to-exceed cost for the services of $300,000 per year per Agreement, for up to three years. These projects may be funded from the Environmental Utilities Department's Rehabilitation Program, Operating Budget, or Capital Improvement Program budgets.

CC #: 1607

File #: 0800-02

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

7.10. Plug In America Dealership Engagement Program - Northern California Power Agency Support Services Program Agreement

Memo from Electric Services Account Representative Rachel Radell-Harris and Electric Utility Director Michelle Bertolino recommending the City Council adopt RESOLUTION NO. 21-312 APPROVING A CONFIRMATION UNDER THE SUPPORT SERVICES PROGRAM AGREEMENT WITH NORTHERN CALIFORNIA POWER AGENCY, AND AUTHORIZING THE ELECTRIC UTILITY DIRECTOR AND CITY ATTORNEY TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approve a Confirmation under the Support Services Program Agreement with the Northern California Power Agency to participate in the Plug in America Service Agreement. The total cost of the services will not exceed $167,716 in FY2021-22. Funding is included in the FY2021-22 Electric budget.

CC #: 1620

File #: 0800-03

CONTACT: R. Radell-Harris 916-774-5627 raradell-harris@roseville.ca.us

7.11. Advanced Metering Infrastructure Project - Professional Services Agreement Amendment

Memo from Advanced Metering Infrastructure Project Manager Caitlin Ornelas and Electric Utility Director Michelle Bertolino recommending the City Council adopt

RESOLUTION NO. 21-310 APPROVING A FOURTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND E SOURCE COMPANIES, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests approval of the fourth amendment to professional services agreement with E Source Companies, LLC for Advanced Metering Infrastructure (AMI) support, development and implementation services. The amendment would extend Project Management Support services through December 31, 2021. There is no fiscal impact to executing the extension of this agreement. The AMI project is funded by the Electric Fund and the Water Operations Fund.

CC #: 1593

File #: 0800-03

CONTACT: Caitlin Ornelas 916-774-5178 cornelas@roseville.ca.us

7.12. Child Development Services Fiscal Year 2021-22 - Agreement

Memo from Parks, Recreation & Libraries Superintendent Kristi LaRoche and Parks, Recreation & Libraries Director Jill Geller recommending the City Council adopt RESOLUTION NO. 21-335 APPROVING AN AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND THE CALIFORNIA DEPARTMENT OF SOCIAL SERVICES, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff is requesting approval of an agreement for child development services between the City and the California Department of Social Services. The City can receive a maximum reimbursable amount of $435,655 in FY2021-22 to offset direct program expense. There is no General Fund impact as the program is funded in the Youth Development Fund.

CC #: 1615

File #: 0704

CONTACT: Kristi LaRoche 916-774-5962 klaroche@roseville.ca.us

7.13. WB-50 School/Park - Master Plan Approval and Professional Design Services Approval

Memo from the Park Planning & Development Superintendent Tara Gee and Parks, Recreation & Libraries Director Jill Geller recommending the City Council adopt RESOLUTION NO. 21-330 APPROVING THE MASTER PLAN FOR WB-50 SCHOOL/PARK AND APPROVING THE PROFESSIONAL DESIGN AGREEMENT WITH CALLANDER ASSOCIATES LANDSCAPE ARCHITECTURE, INC. Staff requests approval of a professional design agreement with Callander Associates Landscape Architecture for the design of the WB-50 School/Park. The Agreement is for $182,796 and the project is included in the approved Capital Improvement Program (CIP) budget. This amount includes contract costs and reimbursable expenses. The budget for design was included in the FY2020-21 CIP budget. The construction of the park is estimated at $1.7 million. Funding for construction of the park is included in the FY2021-22 CIP budget. Maintenance costs would be approximately $130,000 per year. The funding source for maintenance is provided through the Westbrook Community Facilities District No. 2 (Public Services).

CC #: 1612

File #: 0704-01-01

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

7.14. Local Housing Trust Fund Application

Memo from Housing Manager Trisha Isom and Economic Development Director Laura Matteoli recommending the City Council adopt RESOLUTION NO. 21-338 AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE THE LOCAL HOUSING TRUST FUND GRANT APPLICATIONS, FORMS, STANDARD AGREEMENTS AND ALL RELEVANT DOCUMENTS ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests approval of a request to submit an application for the Local Housing Trust Fund for the Housing and Community Development Department 2021 Local Housing Trust Fund Notice of Funding Availability. The Housing Trust Fund balance is approximately $6.7 million which allows for an application for matching funds of up to $5 million in Local Housing Trust Fund Program grants for affordable housing construction. No General Fund resources will be used for this program.

CC #: 1618

File #: 0709-01

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

7.15. Greater Sacramento Economic Council - Economic Development Agreement and Expenditure of Membership Funds For FY2021-22

Memo from Economic Development Director Laura Matteoli recommending the City Council adopt RESOLUTION NO. 21-314 APPROVING AN AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND THE GREATER SACRAMENTO ECONOMIC COUNCIL, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and authorize the expenditure of membership funds for Greater Sacramento Economic Council in the amount of $55,857 and for the Roseville Area Chamber of Commerce in the amount of $40,000. The total expenditure amount is $95,857. Funding for these memberships was included in the Economic Development Department's FY2021-22 membership budget.

CC #: 1602

File #: 0110

CONTACT: Laura Matteoli 916-774-5284 lmatteoli@roseville.ca.us

7.16. 400 Lincoln Street - Ground Lease

Memo from Economic Development Director Laura Matteoli recommending the City Council adopt RESOLUTION NO. 21-334 APPROVING A GROUND LEASE, BY AND BETWEEN MR. RICHARD RYAN AND THE CITY OF ROSEVILLE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. The lease is for the Lincoln Street Parking Lot within the Historic Old Town District for a 150 space public parking lot for a time period of five (5) years. The Ground Lease will cost the

General Fund $42,000 a year ($3,500 a month) plus $5,000 a year for annual maintenance costs. The total cost of the ground lease plus maintenance will be $47,000 annually. The lease cost will be funded initially by the General Fund contingency budget and the cost for the remaining four years will be incorporated into future year General Fund budgets.

CC #: 1614

File #: 0717

CONTACT: Laura Matteoli 916-774-5284 lmatteoli@roseville.ca.us

7.17. Homeless Prevention, Rapid Rehousing and Other Homeless Services - Grant Agreements

Memo from Housing Analyst Suzanne Acrell and Economic Development Director Laura Matteoli recommending the City Council adopt RESOLUTION NO. 21-315 APPROVING A GRANT AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND ADVOCATES FOR MENTALLY ILL HOUSING, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 21-316 APPROVING A GRANT AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND STAND UP PLACER, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 21-317 APPROVING A GRANT AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND THE GATHERING INN, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 21-318 APPROVING A GRANT AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND THE SALVATION ARMY, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff recommends approval of agreements between the City and ASK (Advocates for Mentally Ill Housing, Saint Vincent de Paul, Kids First) in the amount of $285,585.80, Stand Up Placer & Lighthouse Counseling in the amount of $125,000, The Gathering Inn for the amount of $150,000, and Salvation Army in the amount of $90,000 for Homeless Prevention and Rapid Rehousing services. The Homeless Prevention and Rapid Rehousing grant program is funded with $250,000 of Low and Moderate Income Housing Asset Fund resources and $448,004 in State of California Permanent Local Housing Allocation funding. The agreements will not create additional costs to the City's General Fund.

CC #: 1603

File #: 0709-05

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

7.18. Legal Services Agreement - Jones Hall

Memo from Paralegal Gretchen Hakala and City Attorney Michelle Sheidenberger recommending the City Council adopt RESOLUTION NO. 21-311 APPROVING AN AGREEMENT FOR LEGAL SERVICES, BY AND BETWEEN THE CITY OF ROSEVILLE AND JONES HALL, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF

ROSEVILLE. The City requires outside legal services from time to time to advise, assist, and represent the City as co-counsel with the City Attorney with respect to litigation, and to assist the City with respect to transactional matters. Jones Hall will assist the Finance Department with municipal bond issuances and similar municipal finance transactions on an as-needed-basis. Legal services provided by this contract will be dependent upon needs as they occur during the year and thus cannot be forecast. All expenses will be paid from bond proceeds.

CC #: 1594

File #: 0500-01

CONTACT: Gretchen Hakala 916-774-5325 ghakala@roseville.ca.us

7.19. Western Placer Consolidated Transportation Services Agency - Transit Program Agreement Renewals

Memo from Alternative Transportation Manager Mike Dour and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 21-331 APPROVING AN AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND THE WESTERN PLACER CONSOLIDATED TRANSPORTATION SERVICES AGENCY REGARDING THE SOUTH PLACER TRANSPORTATION CALL CENTER, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 21-332 APPROVING AN AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND THE WESTERN PLACER CONSOLIDATED TRANSPORTATION SERVICES AGENCY REGARDING THE SOUTH PLACER TRANSPORTATION MOBILITY TRAINING PROGRAM, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 21-333 APPROVING AN AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND THE WESTERN PLACER CONSOLIDATED TRANSPORTATION SERVICES AGENCY REGARDING THE SOUTH PLACER TRANSPORTATION TRANSIT AMBASSADOR PROGRAM, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests approval of the Memoranda of Understanding (MOU) between the Western Placer Consolidated Transportation Services Agency (WPCTSA) and the City for operation of the: 1) South Placer Transit Information Center; 2) Mobility Training Program; and 3) Transit Ambassador Program. Per the MOUs, funding for the Call Center, Mobility Training, and Transit Ambassador programs is provided by the WPCTSA's Local Transportation Fund (LTF) resources. City resources, including the City's own LTF resources, are not used for these programs. There is no fiscal impact to the City.

CC #: 1613

File #: 0721-03

CONTACT: Michael Dour 916-746-1304 mdour@roseville.ca.us

7.20. Roseville Parkway Extension Project - Stockpile Reimbursement Agreement

Memo from Assistant Engineer Daniel Lierly and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 21-328 APPROVING A CITY/DEVELOPER REIMBURSEMENT AGREEMENT,

BY AND BETWEEN THE CITY OF ROSEVILLE AND TAM ROSEVILLE, LLC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This is an agreement with TAM Roseville, LLC (aka Green Acres Nursery) for the construction of a soil stockpile for the Roseville Parkway Extension project with an estimated total cost of $182, 250. This agreement will provide the project with 42,176 cubic yards of soil for construction of the overpass, which will require 140,000 cubic yards of soil in total. The design and construction portion of the project, including this agreement, is fully funded with Traffic Mitigation fees and sufficient funds already exist in the project budget to cover this cost. No General Fund resources are being used for this project.

CC #: 1610

File #: 0900-04-02

CONTACT: Daniel Lierly 916-746-1300 delierly@roseville.ca.us

7.21. Multi-Hazard Mitigation Plan 2020 Progress Report Acceptance

Memo from Senior Engineer Brian Walker and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 21-320 ACCEPTING THE CITY OF ROSEVILLE MULTI-HAZARD MITIGATION PLAN 2020 PROGRESS REPORT. The Federal Emergency Management Agency (FEMA) requires that the City evaluate its Multi-Hazard Mitigation Plan (MHMP) action items for progress annually to maintain its Community Rating System Class 1 rating. This is the completed second annual progress report of the adopted 2016/17 MHMP. Staff time spent preparing the Annual Progress Report is included within the project budget for the MHMP Plan Update Capital Improvement Program project, funded by the General Fund. Mitigation measures are implemented as the various City departments have funding in their regular work programs and as grant funding is applied for and received by various City departments. No additional funding is requested with this action.

CC #: 1606

File #: 0307-02

CONTACT: Brian Walker 916-746-1300 walkerbrian@roseville.ca.us

7.22. Fiddyment Ranch Phase 3 Village F-11B - Notice of Completion

Memo from Construction Inspector Darin Crockett and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 21-313 ACCEPTING THE PUBLIC WORK KNOWN AS Fiddyment Ranch – Phase 3 Village F-11B PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING ALL DEDICATIONS OFFERED ON THE RECORDED MAP OF THE SUBDIVISION. The Engineering Division has made final inspection of the project and has found the civil improvement work complete in accordance with the improvement plans and City specifications. This action has no impact to the City's General Fund. Construction costs were paid by the developer.

CC #: 1598

File #: 0400-04-09-1

CONTACT: Darin Crockett 916-751-9196 dcrockett@roseville.ca.us

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

7.23. Staffing Allocation and Salary Schedule Changes

Memo from Human Resources Manager Linda Hampton and Human Resources Director Stacey Peterson recommending the City Council adopt ORDINANCE NO. 6381 OF THE CITY OF ROSEVILLE AMENDING ORDINANCE NO. 6338, THE SALARY ORDINANCE FOR MANAGEMENT EMPLOYEES, AS AMENDED BY APPENDIX "O" TO BE EFFECTIVE JULY 31, 2021, AS AN URGENCY MEASURE; and adopt ORDINANCE NO. 6382 OF THE CITY OF ROSEVILLE AMENDING ORDINANCE NO. 6308, THE SALARY ORDINANCE FOR EMPLOYEES REPRESENTED BY THE INTERNATIONAL UNION OF OPERATING ENGINEERS, STATIONARY ENGINEERS, LOCAL 39, AS AMENDED BY APPENDIX "J" TO BE EFFECTIVE JULY 31, 2021, AS AN URGENCY MEASURE. As part of an ongoing assessment of the appropriate staffing levels to provide a high level of service to the community, staff is recommending that the City Council approve the citywide position allocation schedule reflecting the City Clerk class study recommendations and other staffing changes. In addition, staff requests that Council approve the A & B Management salary schedules to reflect the new classification Project Supervisor and a salary increase for Facilities Manager to address compaction. Also requested is the approval of Local 39 A & B schedules to reflect the City Clerk class study recommendations. The total impact to the General Fund for the remainder of fiscal year 2021-22 is $73,677 and will be funded by the General Fund contingency budget.

CC #: 1621

File #: 0600-01

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

7.24. Council Discretionary Funds - Budget Adjustment

Memo from Management Assistant Heather Blanco and City Clerk Sonia Orozco recommending the City Council adopt ORDINANCE NO. 6380 ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2021-22 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff recommends approval of a budget adjustment in the amount of $14,509 to carry forward unappropriated FY2020-21 Discretionary Funds for use in FY2021-22.

CC #: 1595

File #: 0102

CONTACT: Heather Blanco 916-746-1171 hblanco@roseville.ca.us

Ordinances (for second reading and adoption)

7.25. Second Reading - Infill Parcel 209, Atkinson Self-Storage - Rezone

ORDINANCE NO. 6385 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING ZONING ORDINANCE NO. 5428 and NO. 1429 OF THE CITY OF ROSEVILLE CHANGING THE ZONING OF CERTAIN REAL PROPERTY LOCATED WITHIN THE CITY OF ROSEVILLE, for second reading and adoption.

CC #: 1622

File #: 0400-04-17-2 & 0400-02

CONTACT: Sean Morales 916-774-5282 smorales@roseville.ca.us

7.26. Second Reading - Sierra Vista Specific Plan - Barbaccia Development Agreement Amendment

ORDINANCE NO. 6386 OF THE COUNCIL OF THE CITY OF ROSEVILLE APPROVING THE FIRST AMENDMENT TO THE CYRIL G. BARBACCIA IRREVOCABELE TRUST DEVELOPMENT AGREEMENT REALATIVE TO THE SIERRA VISTA SPECIFIC PLAN, for second reading and adoption.

CC #: 1623

File #: 0400-04-12-1 & 0400-03 & 0400-04

CONTACT: Derek Ogden 916-776-1348 dogden@roseville.ca.us

Reports / Requests

7.27. W-50D Neighborhood Park - Master Plan Approval

Memo from the Park Planning & Development Superintendent Tara Gee and Parks, Recreation & Libraries Director Jill Geller recommending the City Council approve the Master Plan for the W-50D Neighborhood Park Site. The budget for the design and construction of the park is about $850,000. This includes permitting, inspections and engineering costs in addition to landscape architectural design. The budget for construction was approved in the FY2021-22 City Improvement Program budget. Maintenance costs would be approximately $19,000/year. The funding source for maintenance is provided through the Westpark Community Facilities District No. 2 (Public Services).

CC #: 1601

File #: 0704-01-01

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

7.28. Gibson Park Site - Master Plan Approval

Memo from the Park Planning & Development Superintendent Tara Gee and Parks, Recreation & Libraries Director Jill Geller recommending the City Council approve the Master Plan for the Gibson Park site. The Master Plan proposes a multi-generational sports courts complex that includes 12 lighted pickle ball courts, 10 lighted tennis courts, 3 lighted full courts for basketball, two shaded gathering areas, two restrooms, informal turf areas, a walking/looped path and 4 exercise

pods. Currently, the park site has an existing parking lot, which has been leased to various private entities. The master plan proposes to keep and continue to use the parking lot, which currently shows about 197 spaces. The master plan design results in an estimated total construction cost of $10-15 million, depending on actual details and opportunities for value engineering. Funds for development are being collected through in-lieu city-wide park development fees from Westbrook, Creekview, and eventually Amoruso Ranch. A first phase of the park, partly funded by the North Central Roseville Neighborhood Park Fund, includes, at a minimum, 6 lighted pickle ball courts and support features. Funding has been approved for this first phase through the FY2021-22 Capital Improvement Program budget. Maintenance costs are estimated at $16,000/year/acre. The funding source for park maintenance will be the General Fund.

CC #: 1599

File #: 0704-01-01

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

7.29. Appointment to Local Sales Tax Citizens' Oversight Committee - Bi-Annual Vacancy

Memo from Deputy City Clerk Katrina Six and City Clerk Sonia Orozco recommending the City Council appoint John Speight and Margaret Youngs to the Local Sales Tax Citizens' Oversight Committee.

CC #: 1597

File #: 0103-22

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

City Clerk Sonia Orozco made the presentation to the City Council and announced that Margaret Youngs withdrew her application.

No public comment received.

Motion by Bruce Houdesheldt, seconded by Scott Alvord, to appoint John Speight to the Local Sales Tax Citizens' Oversight Committee. The Motion Passed.

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

Ceremonial Documents

7.30. Resolution - David Briscoe

Commend David Briscoe for his 19 years of outstanding service and dedication to the City of Roseville, congratulate him on his many accomplishments, and extend wishes for a long, healthy, and enjoyable retirement.

CC #: 1600

File #: 0102-10

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

END OF CONSENT CALENDAR

8. SPECIAL REQUESTS/REPORTS/PRESENTATION

8.1. Direction on Campaign Finance Ordinance Amendments

Memo from City Clerk Sonia Orozco and Assistant City Attorney Joe Speaker recommending the City Council provide direction on potential amendments to sections of Chapter 2.60 of the Roseville Municipal Code regarding campaign finance provisions on enforcement, contribution limits, fundraising timeframe, officeholder accounts and electronic filing of campaign reports. There is no fiscal impact associated with the proposed amendments.

CC #: 1596

File #: 0502

CONTACT: Sonia Orozco 916-774-5269 sorozco@roseville.ca.us
Joe Speaker 916-774-5325 jspeaker@roseville.ca.us

City Clerk Sonia Orozco and Assistant City Attorney Joseph Speaker made the presentation to the City Council.

Violation Enforcement Official:
Kathleen Stearns - Inquired whether there has ever been a violation that the Fair Political Practices Commission (FPPC) was involved in, if there is a cost estimate for an independent panel, and inquired what is the City Clerk's Office's last alternative for enforcement.

Lisa Larkin - Spoke in support of FPPC enforcement or make no change at all.

Barbara Brass - Spoke in support of no changes.

Perry (last name inaudible) - Spoke in support of $500 contribution limit (CPI Adjustment of $510), not changing the fundraising time period, and in support of FPPC enforcement.

Kathleen Crawford - Spoke in support of FPPC enforcement and notifying the public of the decision.

Contribution Limits:
The following individuals spoke in support of the $510 contribution limit.
Christopher Humphrey
Muriel Moore
Lisa Larkin
Kathleen Crawford
Maryanne (last name inaudible)
Susanna Tucker
No name provided
Name inaudible

Age Limits for Campaign Contributions:

The following spoke in support of placing age limits for contributions.
Name inaudible
Nicholas Armstrong
Jonas (last name inaudible)

Fundraising Time Period:
The following individuals spoke in support of a fundraising period from a point of nine months prior to the general election and ending on December 31st following an election.
Name inaudible
Kathleen Crawford
Nicholas Armstrong
Perry (last name inaudible)

Officeholder Accounts and Electronic Filing:
The following individuals spoke in support of a $5,000 officeholder account limit and in support of electronic filing:
Lisa Larkin
Kathleen Crawford
Nicholas Armstrong

Direction was given to staff that the following items remain unchanged per City Council consensus:

- Contribution limits to remain at the CPI adjustment of $510;
- Fundraising time period will remain from a point nine months prior to the general election and ending on December 31st following an election;
- Office Holder Accounts to remain at a not to exceed limit of $5,000.

Direction was given to staff to follow-up with additional options and/or language for the following per City Council consensus:

- Violation Enforcement language;
- Elimination of Roseville Specific Reports;
- Family Contribution Limits - age to restrict contributions to be treated as contributions by their parents and attributing one-half to each parent of the total amount or the total amount to a single custodial parent.

Direction was given to staff to incorporate language requiring electronic filing of campaign reports per City Council consensus.

Meeting recessed at 8:53 p.m. and reconvened at 8:59 p.m.

8.2. Emergency Rental Assistance - Contract Amendment and Budget Adjustment

Memo from Housing Manager Trisha Isom and Economic Development Director Laura Matteoli recommending the City Council adopt RESOLUTION NO. 21-337 APPROVING A CONTRACT AMENDMENT, BY AND BETWEEN PLACER COUNTY DEPARTMENT OF HEALTH & HUMAN SERVICES AND THE CITY OF ROSEVILLE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 6 3 8 4 OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN

AMENDMENTS TO THE FISCAL YEAR 2021-22 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff requests approval of the grant agreement amendment between Placer County and the City to allow and administer additional Emergency Rental Assistance funds to benefit Roseville residents and approve a budget adjustment for the Emergency Rental Assistance funding in the amount of $1,789,826.98 for rental and utility assistance. Approximately $200,000 of the additional grant funds are available to help cover staff costs for program administration. There are no General Fund resources recommended for implementation of the Emergency Rental Assistance program.

CC #: 1617

File #: 0709 & 0201-01

CONTACT: Trisha Isom 916-746-1239 tisom@roseville.ca.us
Suzanne Acrell 916-774-5469 sacrell@roseville.ca.us

Housing Manager Trisha Isom introduced Housing Analyst Suzanne Acrell.

Housing Analyst Suzanne Acrell made the presentation to the City Council.

No public comment received.

Motion by Scott Alvord, seconded by Tracy Mendonsa, to adopt RESOLUTION NO. 21-337 APPROVING A CONTRACT AMENDMENT, BY AND BETWEEN PLACER COUNTY DEPARTMENT OF HEALTH & HUMAN SERVICES AND THE CITY OF ROSEVILLE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 6384 OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2021-22 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. The Motion Passed.

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

9. DEPARTMENT UPDATES

9.1. Information Technology Department Update

CONTACT: Hong Sae 916-774-5151 hsae@roseville.ca.us

Chief Information Officer Hong Sae introduced Information Technology Program Manager Angela Bal and Assistant Information Technology Director Mike Sinor.

Chief Information Officer Hong Sae made the presentation to the City Council.

Information Technology Program Manager Angela Bal continued the presentation to the City Council.

Assistant Information Technology Director Mike Sinor continued the presentation to the City Council.

No public comment received.

For information only. No action taken.

10. REPORTS / PUBLIC COMMENTS

Drought Update - Environmental Utilities Director Richard Plecker provided a presentation on the current status.

16th Annual Western National Softball Championships - Councilmember Pauline Roccucci spoke on the great event in Roseville and Councilmember Scott Alvord spoke on the tourism and funding opportunities for local business by bringing families to Roseville.

City Water Features - Councilmember Tracy Mendonsa encouraged residents to use facilities to cool down.

Third Saturday of the Month - Vice Mayor Bruce Houdesheldt spoke on well attended event in the square and busy restaurants on Vernon Street.

Traffic Level Increase in Placer County - Vice Mayor Bruce Houdesheldt encouraged residents to visit Placer County Transportation Planning Agency's "Keep Placer Moving" website.

John L. Sullivan Park Opening - Councilmember Scott Alvord spoke on event.

Location Agency Formation Commission - Councilmember Scott Alvord spoke on interviews for a new director of the commission.

Community Coffee - Councilmember Scott Alvord spoke on appreciation of the attendees being engaged in their community.

11. ADJOURNMENT

Motion by Bruce Houdesheldt, seconded by Tracy Mendonsa, to adjourn the meeting at 9:35 p.m. The Motion Passed.

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

MINUTES

August 4, 2021

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

The meeting may be viewed on Comcast channel 14, Consolidated Communications channel 73, and AT&T U-Verse. City Council meetings are also video streamed live and are available on the City's website and YouTube channel.

Members of the public may offer public comment by phone:

Dial in Phone Number: 916-774-5353

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

1. CALL TO ORDER

Mayor Krista Bernasconi called the meeting to order at 6:00 p.m.

2. ROLL CALL

Present: Houdesheldt, Alvord, Roccucci, Mendonsa, Bernasconi

3. PLEDGE OF ALLEGIANCE

Economic Development Director Laura Matteoli led the Pledge of Allegiance.

4. MEETING PROCEDURES

City Clerk Sonia Orozco announced the procedures for addressing the City Council.

5. PRESENTATIONS

5.1. City Response to COVID-19

CONTACT: Dominick Casey 916-774-5362 dcasey@roseville.ca.us

City Manager Dominick Casey made the presentation to the City Council.

- Current 7-day case rate is 7.3 per 100,000 in Placer County
- Current hospitalizations in Placer County is 110, with 25 in the ICU
- More than 200,000 residents in Placer County have been fully vaccinated
- 80% of senior have been fully vaccinated

Operationally, the City is waiting for Cal/OSHA's August 19 board meeting to determine workplace requirements.

No public comment received.

Item for information only. No action taken.

5.2. Resolution - Laura Matteoli

Commend Laura Matteoli for 25 years of outstanding service and dedication to the City of Roseville, congratulate her on her many accomplishments, and extend wishes for a long, healthy, and enjoyable retirement.

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

Mayor Krista Bernasconi presented a retirement resolution to Economic Development Director Laura Matteolli, who responded.

6. PUBLIC COMMENTS

No public comment received.

7. CONSENT CALENDAR

BEGINNING OF CONSENT CALENDAR

Motion by Pauline Roccucci, seconded by Tracy Mendonsa, to approve the Consent Calendar as recommended. The Motion Passed.

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

Minutes

7.1. Minutes of Prior Meeting

Memo from Assistant City Clerk Helen Dreyer and City Clerk Sonia Orozco

recommending the City Council approve the minutes of July 7, 2021 City Council and Housing Authority meeting.

CC #: 1633

File #: 0102-03

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

Bids / Purchases / Services

7.2. Four Corners (W-50C) Park Project – Award of Contract

Memo from Park Development Project Manager Joel De Jong and Parks, Recreation & Libraries Director Jill Geller recommending the City Council adopt RESOLUTION NO. 21-344 APPROVING AN AGREEMENT, BY AND BETWEEN ABIDE BUILDERS, INC. AND THE CITY OF ROSEVILLE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and authorize approval of change orders in an amount not to exceed 10% of the contracted amount. Staff recommends award of the base bid and additive alternative for a total contract award amount of $885,000 to Abide Builders, Inc. for the Four Corners Park project. Four Corners Park is a 1.2-acre park site located at the intersection of Garland Way and Stanwyck Way in the West Roseville Specific Plan. Funding for park construction is provided through the West Roseville Neighborhood Park Development Fund and was allocated in the FY2020-21 budget. Maintenance of the park is estimated at $19,000 per year and will be funded from the Westpark Community Facilities District No. 2 (Public Services).

CC #: 1632

File #: 0704-01

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

Resolutions

7.3. Campus Oaks (CO-62) Neighborhood Park - Master Plan Approval and Park Development Agreement

Memo from Park Planning & Development Superintendent Tara Gee and Parks, Recreation & Libraries Director Jill Geller recommending the City Council approve the Master Plan; and adopt RESOLUTION NO. 21-341 APPROVING A PARK DEVELOPMENT AGREEMENT FOR CO-62 NEIGHBORHOOD PARK SITE IMPROVEMENTS, BY AND BETWEEN THE CITY OF ROSEVILLE AND LENNAR HOMES OF CALIFORNIA, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. The master plan for this 2.3-acre park, located in the Campus Oaks Area of Roseville, focuses on passive recreation with a limited number of amenities that are appropriate for this park's location and proximity to the adjacent and larger 8-acre (CO-61) neighborhood park to the south. Lennar Homes of California, Inc. approached the City offering to design and construct the CO-62 neighborhood park as a turn-key or developer-built project. The agreement outlines the number of neighborhood park fee credits, which are applied to the project up to the total project budget of $1,024,171. Since the park is anticipated to be constructed well before the build-out of the

residential area within Campus Oaks, the agreement outlines the developer's responsibility to pay assessments into the Community Facilities for Service until 135 homes are occupied and paying the assessment for maintenance of the park. There is no General Fund impact.

CC #: 1629

File #: 0704-01

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

7.4. On-Call Qualified Stormwater Pollution Prevention Plan Developer and Practitioner Services - Professional Services Agreements

Memo from Park Development Project Manager Joel De Jong and Parks, Recreation & Libraries Director Jill Geller recommending the City Council adopt RESOLUTION 21-346 APPROVING AN ON-CALL PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND HYDROCOMPLIANCE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 21-347 APPROVING AN ON-CALL PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND TRIHYDRO CORPORATION, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. These contracts are on-call services which meet the requirements of the State Water Board Construction General Permit for Stormwater Pollution Prevention Plan development and implementation. The agreements include a one-year base term with the option of two additional one-year extensions for each firm. The not-to-exceed total for each firm is $50,000 per year. Funding for professional services shall be provided through Capital Improvement Projects as approved during the fiscal year budgets. Project specific quotes will be obtained prior to the start of any work. There will be no impact to the General Fund.

CC #: 1636

File #: 0704

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

7.5. 1041 Roseville Parkway - Summary Vacation of Public Water Easement and Summary Vacation of Emergency Vehicle Access Easement

Memo from Associate Engineer David Samuelson and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 21-358 ORDERING SUMMARY VACATION OF A WATER LINE EASEMENT, AND AUTHORIZING THE CITY MANAGER TO EXECUTE ANY OTHER DOCUMENTS REQUIRED TO EFFECTUATE THE CONVEYANCE OF THE ABANDONED RIGHT OF WAY TO THE RESPECTIVE PROPERTY OWNERS; and adopt RESOLUTION NO. 21-359 ORDERING SUMMARY VACATION OF AN EMERGENCY VEHICLE ACCESS EASEMENT, AND AUTHORIZING THE CITY MANAGER TO EXECUTE ANY OTHER DOCUMENTS REQUIRED TO EFFECTUATE THE CONVEYANCE OF THE ABANDONED RIGHT OF WAY TO THE RESPECTIVE PROPERTY OWNERS. Staff requests approval of a summary vacation of a public water easement and an emergency vehicle access (EVA) easement located on

assessor's parcel number 363-011-047-000, at 1041 Roseville Parkway, which are being relocated. The portion of the public water easement and EVA that lies within Parcel 2 of the recorded parcel map will need to be vacated from the previously recorded locations to allow for new separate grants of easement to cover the relocated alignments of the public water main and EVA. No other public facilities fall within the easements. Costs associated with the preparation of the documents and staff time were paid for by the developer. There will be no fiscal impact to the City's General Fund.

CC #: 1653

File #: 1001-02

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

7.6. Community Facilities District No. 3 (Municipal Services) - Annexation No. 26 (Baseline at Sierra Vista)

Memo from Management Analyst Jeannine Thrash and Assistant City Manager/Chief Financial Officer Dennis Kauffman recommending the City Council adopt RESOLUTION NO. 21-342 A RESOLUTION OF INTENTION TO ANNEX TERRITORY TO COMMUNITY FACILITIES DISTRICT AND TO AUTHORIZE THE LEVY OF SPECIAL TAXES THEREIN. The landowner is obligated per the Development Agreement by and between the City and DF Properties, Inc. relative to the Sierra Vista Specific Plan, to annex into the Municipal Services Community Facilities District (CFD) No. 3 prior to the issuance of the first residential building permit. The CFD will generate special taxes levied on the landowner's annual property tax bill. Annexation into CFD No. 3 helps offset the property's impact on City's General Fund resources available to pay for municipal services and, therefore, will not negatively impact the General Fund.

CC #: 1630

File #: 0400-04-17-1

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

7.7. Campus Oaks CO-6 Subdivision - Final Map and Subdivision Agreement

Memo from Associate Engineer Jeff Hendrix and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 21-355 APPROVING A SUBDIVISION AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE, BBC ROSEVILLE OAKS, LLC, AND LENNAR HOMES OF CALIFORNIA, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and approve the Campus Oaks CO-6 Subdivision final map. Staff has completed its review of the final map and found that it is in compliance with the approved tentative map. This map will create 86 residential lots. The actions requested have no fiscal impact to the City's General Fund.

CC #: 1648

File #: 0400-04-18-1 & 0400-07

CONTACT: Jeff Hendrix 916-774-5463 jhendrix@roseville.ca.us

7.8. Creekview - Phase 2 Village 16 - Final Map and Subdivision Agreement

Memo from Assistant Engineer Kerry Andrews and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 21-352 APPROVING A SUBDIVISION AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND ANTHEM UNITED CREEKVIEW DEVELOPMENTS LIMITED PARTNERSHIP, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and approve the Creekview - Phase 2 Village 16 final map. Staff has completed its review of the final map and found that it is in compliance with the approved tentative map. This map will create 71 residential lots and 9 public landscape lots. The actions requested have no fiscal impact to the City's General Fund.

CC #: 1643

File #: 0400-04-13-1 & 0400-07

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

7.9. Creekview - Phase 2 Village 17 - Final Map and Subdivision Agreement

Memo from Assistant Engineer Kerry Andrews and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 21-353 APPROVING A SUBDIVISION AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND ANTHEM UNITED CREEKVIEW DEVELOPMENTS LIMITED PARTNERSHIP, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and approve the Creekview Phase 2 Village 17 final map. Staff has completed its review of the final map and found that it is in compliance with the approved tentative map. This map will create 36 residential lots and 5 public landscape lots. The actions requested have no fiscal impact to the City's General Fund.

CC #: 1644

File #: 0400-04-13-1 & 0400-07

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

7.10. Sierra Vista Village FD-10 - Final Map and Subdivision Agreement

Memo from Assistant Engineer Kerry Andrews and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 21-354 APPROVING A SUBDIVISION AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND JOHN MOURIER CONSTRUCTION, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff also requests approval of the Sierra Vista Village FD-10 final map. Staff has completed its review of the final map and found that it is in compliance with the approved tentative map. This map will create 143 residential lots, a private street (Lot A) and 3 public landscape lots. The actions requested have no fiscal impact to the City's General Fund.

CC #: 1646

File #: 0400-04-12-1 & 0400-07

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

7.11. HOUSING AUTHORITY - Administrative Plan Update

Memo from Housing Supervisor Suzi Cook-Turner and Assistant City Manager Ryan DeVore recommending the City Council adopt RESOLUTION NO. 10-2 1 APPROVING THE UPDATED ROSEVILLE HOUSING AUTHORITY ADMINISTRATIVE PLAN. Staff requests Council receive an update to the Roseville Housing Authority's (RHA) Housing Choice Voucher Administration Plan. The proposed changes to the Housing Authority's Administrative Plan does not fiscally impact RHA's Housing Choice Voucher Administrative Fees and there is no impact on the General Fund.

CC #: 1649

File #: 0709-01 & 0103-03-02

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

7.12. Community Development Block Grant Labor Compliance Monitoring Services – On-Call Professional Services Agreement

Memo from Housing Analyst Kristine Faelz and Assistant City Manager Ryan DeVore recommending the City Council adopt RESOLUTION NO. 21-356 APPROVING AN ON-CALL PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND SILVEIRA CONSULTING, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests approval of an on-call professional services agreement with Silveira Consulting, Inc., for the purpose of providing on-call labor compliance monitoring services funded by Community Development Block Grant funds. The annual contract not-to-exceed amount is $40,000, and the total contract not-to-exceed amount over the five years is $200,000. General Fund resources will not be used to fund this contract.

CC #: 1651

File #: 0113-02

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

7.13. Utility Billing Payment Processing - Professional Services Agreement

Memo from Billing Services Manager Andrea Blomquist and Assistant Electric Utility Director Shawn Matchim recommending the City Council adopt RESOLUTION NO. 21-345 APPROVING A PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND INVOICE CLOUD, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This item requests approval of a professional services agreement with Invoice Cloud, Inc. for utility billing payment processing services. The total cost of the service is estimated to be $400,000 in Fiscal Year FY2021-22; however, the contract will increase annually because it is customer transaction-driven. Funding for this contract is included in the Electric Department's FY2021-22 budget.

CC #: 1634

File #: 0200

CONTACT: Andrea Blomquist 916-774-5317 ablomquist@roseville.ca.us

7.14. California Greenhouse Gas Cap-and-Trade Program – 2022 Allowance Allocation

Memo from Electric Recourses Analyst David Siao and Electric Utility Director Michelle Bertolino recommending the City Council adopt RESOLUTION NO. 21-340 APPROVING THE ALLOCATION OF 342,046 OF CITY'S 2022 GREENHOUSE CAP-AND-TRADE PROGRAM ALLOWANCES. Staff requests Council approval for allocating all of Roseville Electric's 342,046 2022 vintage directly allocated allowances to its compliance account for its direct compliance obligation. Staff will file a "Publicly Owned Utility Allocation Distribution Form" with the California Air Resource Board by September 1, 2021. The value of the allowances is estimated at approximately $8 million and will be used to offset greenhouse gas compliance costs Roseville otherwise would have incurred. There is no direct fiscal impact associated with the allowance allocation.

CC #: 1628

File #: 0800-03

CONTACT: David Siao 916-746-1613 dsiao@roseville.ca.us

7.15. Power Transaction Enabling Agreement

Memo from Electric Risk and Compliance Supervisor Petra Wallace and Electric Utility Director Michelle Bertolino recommending the City Council adopt RESOLUTION NO. 21-348 APPROVING AN AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND UNITED STATES OF AMERICA, DEPARTMENT OF ENERGY ACTING BY AND THROUGH THE BONNEVILLE POWER ADMINISTRATION, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. The Enabling Agreement with Bonneville Power Administration will allow the City to keep managing its energy risk by purchasing electricity. There is no fiscal impact associated with the execution of the enabling agreement.

CC #: 1638

File #: 0800-03

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

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

7.16. Zero-Emission Battery-Electric Buses - Purchase Order and Budget Adjustment

Memo from Alternative Transportation Analyst Alison Winter and Public Works Director Jason Shykowski recommending the City Council adopt ORDINANCE NO. 6387 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2021-22 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff requests approval of a budget adjustment in the amount of $1,101,346 for the purchase of five (5) zero-emission battery-

electric buses for commuter service for a total purchase price not to exceed $4,843,832 and approve a purchase order with Proterra for the purchase. The purchase of the five (5) electric buses will replace four (4) year-2000 diesel-fuel commuter buses and add one (1) additional bus to the commuter fleet. Funding for the bus purchase includes $3,023,533 in Federal Transit Administration funding, $400,000 in Sacramento Emergency Clean Air Transportation funds, $185,012 in California Department of Transportation State of Good Repair funds, and $1,734,461 in Transportation Development Act funds. No General Fund resources will be used.

CC #: 1650

File #: 0721 & 0201-01

CONTACT: Alison Winter 916-774-5365 awinter@roseville.ca.us

Reports / Requests

7.17. 2020 Development Agreement Review

Memo from Management Analyst Brandy LeBeau and Development Services Director Mike Isom recommending the City Council accept the City's development agreement review for the period of January 1, 2020 to December 31, 2020. Staff has determined that all parties are in compliance with their respective agreements for the 2020 review period. As stipulated by the development agreements, the annual review is performed by staff on a reimbursable time and materials basis. There is no impact on the General Fund.

CC #: 1647

File #: 0400-05

CONTACT: Brandy LeBeau 916-774-5278 blebeau@roseville.ca.us

7.18. Fiddyment Ranch - Phase 3 Village F-6 - Large Lot Subdivision Final Map

Memo from Assistant Engineer Kerry Andrews and Development Services Director Mike Isom recommending the City Council approve the Fiddyment Ranch - Phase 3, Village F-6 Large Lot Subdivision final map. Engineering has completed its review of the final map and found that it is in compliance with the approved tentative map. This map will be creating 6 large lots for future development. The actions recommended have no fiscal impact to the City's General Fund.

CC #: 1645

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

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

Ceremonial Documents

7.19. Proclamation - Johnson Pool's 100 Year Anniversary

Proclaim 2021 as the 100th Anniversary of Johnson Pool and encourage all residents to celebrate this historic landmark, have fun, stay active, and learn to swim.

CC #: 1636

File #: 0102-06

CONTACT: Kathy Barsotti 916-774-5955 kbarsotti@roseville.ca.us

7.20. Resolution - Tony Philipp

Commend Tony Philipp for his 30 years of outstanding service and dedication to the City of Roseville, congratulate him on his many accomplishments, and extend wishes for a long, healthy, and enjoyable retirement.

CC #: 1640

File #: 0102-10

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

END OF CONSENT CALENDAR

8. RESOLUTIONS

8.1. Retired Annuitant 180 Day Wait Period Exception

Memo from Human Resources Manager Linda Hampton and Human Resources Director Stacey Peterson recommending the City Council adopt RESOLUTION NO. 21-357 RESOLUTION FOR EXCEPTION TO THE 180-DAY WAIT PERIOD GOVERNMENT CODE SECTIONS 7522.56 AND 21224. Staff requests approval of an exception to the 180-day wait period for public agencies to hire a retired annuitant as allowed by the California Public Employees' Retirement System and California Public Employees' Pension Reform Act of 2013 and in compliance with California Government Code Section 21224. The resolution, if approved, would allow retiree Melissa Hagan, Management Analyst II, to be rehired as an annuitant without waiting the 180 days after retirement waiting period. Ms. Hagan would be brought back based on her specialized knowledge and skills needed to successfully train her replacement on the complexity of Housing funds and related budgeting activities. Based on a four-week part-time schedule, it is estimated the maximum fiscal impact is $1,900. This cost will be absorbed in the current Economic Development FY2021-22 budget.

CC #: 1652

File #: 0600

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

Human Resources Director Stacey Peterson made the presentation to the City Council.

No public comment received.

Motion by Scott Alvord, seconded by Pauline Roccucci, to adopt RESOLUTION NO. 21-357 FOR EXCEPTION TO THE 180-DAY WAIT PERIOD GOVERNMENT CODE SECTIONS 7522.56 AND 21224. The Motion Passed.

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

8.2. Demographer and Mapping Software Redistricting Services - Professional Services Agreement

Memo from Assistant City Clerk Helen Dreyer, Senior Deputy City Attorney Joe Mandell, and City Clerk Sonia Orozco recommending the City Council adopt RESOLUTION NO. 21-343 APPROVING A PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND MAUL FOSTER & ALONGI, INC. DBA FLO ANALYTICS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. The consultant will provide redistricting election project services including preparation of district election maps, district plan development, plan presentation and plan implementation. The total cost for consultant services shall not exceed $96,140. Funding is included in the City Clerk's FY2021-22 election budget.

CC #: 1631

File #: 0502

CONTACT: Helen Dreyer 916-774-5356 hdreyer@roseville.ca.us
Joe Mandell 916-774-5325 jmandell@roseville.ca.us
Sonia Orozco 916-774-5269 sorozco@roseville.ca.us

City Clerk Sonia Orozco made the presentation to the City Council.

No public comment received.

Motion by Bruce Houdesheldt, seconded by Pauline Roccucci, to adopt RESOLUTION NO. 21-343 APPROVING A PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND MAUL FOSTER & ALONGI, INC. DBA FLO ANALYTICS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. The Motion Passed.

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

9. SPECIAL REQUESTS/REPORTS/PRESENTATION

9.1. Fiscal Year 2020-21 Third Quarter Financial Report

Memo from Budget Manager Scott Pettingell and Assistant City Manager/Chief Financial Officer Dennis Kauffman recommending the City Council receive an informational report that includes financial data for the first three quarters of Fiscal Year 2020-21 for the General Fund, the enterprise operating funds, and revenues in selected other funds. This report includes a sales tax summary prepared by the City's sales tax consultant. The sales tax summary provides a list of the top 25 sales tax remitters, a summary of cash receipts, and sales tax data by economic category. This item is a financial update only and has no fiscal impact.

CC #: 1637

File #: 0202-01

CONTACT: Scott Pettingell 916-774-1306 spettingell@roseville.ca.us

Assistant City Manager/Chief Financial Officer Dennis Kauffman and Budget Manager Scott Pettingell made the presentation to the City Council.

No public comment received.

Item for information only. No action taken.

10. PUBLIC HEARING

10.1. Community Facilities District No. 3 (Municipal Services) - Annexation No. 25 Villages at Sierra Vista-Phase B - Annexation of Territory

Memo from Management Analyst Jeannine Thrash and Assistant City Manager/Chief Financial Officer Dennis Kauffman recommending the City Council adopt RESOLUTION NO. 21-349 A RESOLUTION OF ANNEXATION OF TERRITORY TO COMMUNITY FACILITIES DISTRICT, AUTHORIZING THE LEVY OF A SPECIAL TAX AND SUBMITTING LEVY OF TAX TO QUALIFIED ELECTORS; and adopt RESOLUTION NO. 21-350 A RESOLUTION DECLARING RESULTS OF SPECIAL ANNEXATION ELECTION, DETERMINING VALIDITY OF PRIOR PROCEEDINGS, AND DIRECTING RECORDING OF AMENDED NOTICE OF SPECIAL TAX LIEN. The landowners are obligated under Development Agreement Relative to the Sierra Vista Specific Plan, to annex into the existing Municipal Services Community Facilities District (CFD) No. 3. The annexation into CFD No. 3 helps offset the property's impact on City's General Fund resources available to pay for municipal services. This will not negatively impact the General Fund.

CC #: 1641

File #: 0400-04-17-1

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

Mayor Krista Bernaconi opened the public hearing.

Assistant City Manager/Chief Financial Officer Dennis Kauffman made the presentation to the City Council.

No public comment received.

Mayor Krista Bernasconi closed the public hearing.

Motion by Scott Alvord, seconded by Tracy Mendonsa, to adopt RESOLUTION NO. 21-349 A RESOLUTION OF ANNEXATION OF TERRITORY TO COMMUNITY FACILITIES DISTRICT, AUTHORIZING THE LEVY OF A SPECIAL TAX AND SUBMITTING LEVY OF TAX TO QUALIFIED ELECTORS; and adopt RESOLUTION NO. 21-350 A RESOLUTION DECLARING RESULTS OF SPECIAL ANNEXATION

ELECTION, DETERMINING VALIDITY OF PRIOR PROCEEDINGS, AND DIRECTING RECORDING OF AMENDED NOTICE OF SPECIAL TAX LIEN. The Motion Passed.

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

10.2. Statewide Community Infrastructure Program Amended and Restated Participation Agreement

Memo from Economic Development Director Laura Matteoli recommending the City Council adopt AMENDED AND RESTATED RESOLUTION NO. 21-351 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING THE CITY TO JOIN THE STATEWIDE COMMUNITY INFRASTRUCTURE PROGRAM; AUTHORIZING THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY TO ACCEPT APPLICATIONS FROM PROPERTY OWNERS, CONDUCT SPECIAL ASSESSMENT PROCEEDINGS AND LEVY ASSESSMENTS AND SPECIAL TAXES AND TO FORM ASSESSMENT DISTRICTS AND COMMUNITY FACILITIES DISTRICTS WITHIN THE TERRITORY OF THE CITY OF ROSEVILLE; EMBODYING A JOINT COMMUNITY FACILITIES AGREEMENT SETTING FORTH THE TERMS AND CONDITIONS OF COMMUNITY FACILITIES DISTRICT FINANCINGS; APPROVING FORM OF ACQUISITION AGREEMENT FOR USE WHEN APPLICABLE; AND AUTHORIZING RELATED ACTIONS. Staff recommends that the City Council authorize the City to participate in the Statewide Community Infrastructure Program (SCIP) which has been expanded to fund Community Facility Districts. The SCIP program financing includes a City administrative fee, per the City's master fee schedule at 100% full cost recovery, to cover staff time involved with the processing and tracking of SCIP applications. This administrative fee for FY2021-22 is $496 per single family dwelling permit and $1,388 per non-residential building permit. The administrative fees adjust annually on July 1st by 2% or the consumer price index from October to October. Therefore, there is no fiscal impact associated with the project.

CC #: 1642

File #: 0110

CONTACT: Laura Matteoli 916-774-5284 lmatteoli@roseville.ca.us

Mayor Krista Bernasconi opened the public hearing.

Economic Development Director Laura Matteoli made the presentation to the City Council.

No public comment received.

Mayor Krista Bernasconi closed the public hearing.

Motion by Scott Alvord, seconded by Bruce Houdesheldt, to adopt AMENDED

AND RESTATED RESOLUTION NO. 21-351 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING THE CITY TO JOIN THE STATEWIDE COMMUNITY INFRASTRUCTURE PROGRAM; AUTHORIZING THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY TO ACCEPT APPLICATIONS FROM PROPERTY OWNERS, CONDUCT SPECIAL ASSESSMENT PROCEEDINGS AND LEVY ASSESSMENTS AND SPECIAL TAXES AND TO FORM ASSESSMENT DISTRICTS AND COMMUNITY FACILITIES DISTRICTS WITHIN THE TERRITORY OF THE CITY OF ROSEVILLE; EMBODYING A JOINT COMMUNITY FACILITIES AGREEMENT SETTING FORTH THE TERMS AND CONDITIONS OF COMMUNITY FACILITIES DISTRICT FINANCINGS; APPROVING FORM OF ACQUISITION AGREEMENT FOR USE WHEN APPLICABLE; AND AUTHORIZING RELATED ACTIONS. The Motion Passed.

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

11. DEPARTMENT UPDATES

11.1. Park Naming

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

Parks, Recreation and Libraries Director Jill Geller made the presentation to the City Council.

No public comment received.

Item for information only. No action taken.

12. REPORTS / PUBLIC COMMENTS

Laura Matteoli Retirement - City Manager Dominick Casey and Councilmember Scott Alvord spoke on how Laura will be missed.

Placer County Water Agency Meeting - Councilmember Pauline Roccucci reported on attendance.

Regional Water Authority Meeting - Councilmember Pauline Roccucci reported on attendance.

Northern California Power Agency - Councilmember Pauline Roccucci reported on attendance.

Unincorporated Placer County - Councilmember Pauline Roccucci spoke on surprised individuals buying houses presumably in Roseville but are actually located in Placer County.

37th Annual National Night Out - Councilmember Pauline Roccucci, Councilmember Tracy Mendsona, Vice Mayor Bruce Houdesheldt, and Councilmember Scott Alvord reported on attendance at the event.

Shop with a Cop Program - Councilmember Tracy Mendonsa announced the Roseville Police Activities League is seeking donations for their event.

Riego Road and Baseline Road Widening - Vice Mayor Bruce Houdesheldt spoke on the project being long term.

Zero Emission Battery Electric Bus Purchases -Vice Mayor Houdesheldt spoke on being happy to approve the item on tonight's agenda.

Sprinkler Timers - Vice Mayor Houdesheldt announced that he changed his sprinkler schedule to Monday, Wednesday, and Friday in accordance with water conservation announcement.

Swearing In of Sun City Roseville Board - Mayor Krista Bernasconi announced the event to be held August 5, 2021.

R.G. Phillips Park Dedication - Mayor Krista Bernasconi announced the event to be held August 7, 2021 at 10:00 a.m.

Johnson Pool 100 Year Celebration - Mayor Krista Bernasconi announced the event to be held August 7, 2021 at 1:00 p.m.

13. ADJOURNMENT

Mayor Krista Bernasconi adjourned the meeting at 7:42 p.m

MINUTES
August 16, 2021

SPECIAL MEETING NOTICE
CITY COUNCIL
1:00 p.m.
Council Chambers
311 Vernon Street
Roseville, California
www.roseville.ca.us/CORTV

The meeting may be viewed on Comcast channel 14, Consolidated Communications channel 73, and AT&T U-Verse. City Council meetings are also video streamed live and are available on the City's website and YouTube channel.

Members of the public may offer public comment by phone:
Dial in Phone Number: 916-774-5353

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

1. CALL TO ORDER

Mayor Krista Bernasconi called the meeting to order at 1:00 p.m.

2. ROLL CALL

Present: Houdesheldt, Alvord, Roccucci, Bernasconi
Absent: Mendonsa

3. PLEDGE OF ALLEGIANCE

Councilmember Pauline Roccucci led the Pledge of Allegiance.

4. MEETING PROCEDURES

Assistant City Clerk Helen Dreyer announced the procedures for addressing the

City Council.

5. PUBLIC COMMENTS

No public comment received.

6. RESOLUTIONS

6.1. Emergency Generation Capacity for California Department of Water Resources - Right of Entry

Memo from Power Supply and Portfolio Administrator William Forsythe and Electric Utility Director Michelle Bertolino recommending the City Council adopt RESOLUTION NO. 21-383 APPROVING AN AGREEMENT FOR RIGHT OF ENTRY, BY AND BETWEEN THE CALIFORNIA DEPARTMENT OF WATER RESOURCES AND THE CITY OF ROSEVILLE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff also requests an approval of an Emergency Generation Capacity Term Sheet between the City and the California Department of Water Resources (CDWR) relating to the installation of temporary electric generation units at the Roseville Energy Park (REP). In addition, Roseville would grant a Right of Entry to CDWR to enable them to immediately commence with further analysis and minor construction activities at the REP. CDWR will pay $9 million over the term of this transaction as compensation for locating and Roseville Electric staff operating the units at the REP site.

CC #: 1682

File #: 0800-02

CONTACT: William Forsythe 916-774-5619 wforsythe@roseville.ca.us

Electric Utility Director Michelle Bertolino and Senior Deputy City Attorney Joe Mandell made the presentation to the City Council.

No public comment received.

Motion by Pauline Roccucci, seconded by Scott Alvord, to adopt RESOLUTION NO. 21-383 APPROVING AN AGREEMENT FOR RIGHT OF ENTRY, BY AND BETWEEN THE CALIFORNIA DEPARTMENT OF WATER RESOURCES AND THE CITY OF ROSEVILLE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE, approving a draft term sheet, and authorizing staff to negotiate all other related items. The Motion Passed.

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

7. COUNCIL REPORTS / PUBLIC COMMENTS

No public comment received.

No City Council reports provided.

8. ADJOURNMENT

Mayor Krista Bernasconi adjourned the meeting at 1:20 p.m.

MINUTES
August 18, 2021

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

The meeting may be viewed on Comcast channel 14, Consolidated Communications channel 73, and AT&T U-Verse. City Council meetings are also video streamed live and are available on the City's website and YouTube channel.

Members of the public may offer public comment by phone:

Dial in Phone Number: 916-774-5353

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

1. CALL TO ORDER

Mayor Krista Bernasconi called the meeting to order at 6:00 p.m.

2. ROLL CALL

Present: Houdesheldt, Roccucci, Mendonsa, Bernasconi
Absent: Alvord

3. PLEDGE OF ALLEGIANCE

Councilmember Tracy Mendonsa led the Pledge of Allegiance.

4. MEETING PROCEDURES

Assistant City Clerk Helen Dreyer announced the procedures for addressing the City Council.

5. PUBLIC COMMENTS

No public comment received.

6. CONSENT CALENDAR

BEGINNING OF CONSENT CALENDAR

Assistant City Clerk Helen Dreyer announced the procedures to approve the Consent Calendar.

Motion by Pauline Roccucci, seconded by Tracy Mendonsa, to approve the Consent Calendar as recommended. The Motion Passed.

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

Absent: Alvord

Bids / Purchases / Services

6.1. Martha Riley Library Boiler Replacement Project (RFQ 10-3297) - Contract Purchase Agreement & Budget Adjustment

Memo from Administrative Technician Tisha Chinn and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 21-374 APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND MESA ENERGY SYSTEMS, INC. DBA EMCOR SERVICES MESA ENERGY, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (3001206); and adopt ORDINANCE NO. 6388 OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2021-22 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff requests Council approval of a Contract Purchase Agreement with Mesa Energy Systems Inc. dba EMCOR Services Mesa Energy to complete the materials and labor needed to replace the boilers at the Martha Riley Library. The cost of the agreement is $145,692 and authorized change orders on an as-needed basis up to 10% or $14,569.20, as a construction contingency, would bring the total contract amount to $160,261.20 if needed. Partial funding is included in the FY2020-21 Capital Improvement Project Fund Martha Riley Library Building Controls and Boiler Replacement budget. In FY2020-21 $220,000 was budgeted for the building controls and boiler replacement for Martha Riley Library. After the control system work and mechanical engineering services were completed, the balance remaining in the project budget is not sufficient to cover the boiler replacement cost which is critical to the building's HVAC infrastructure. To cover the boiler replacement cost and construction contingency increase, staff recommends that Council approve a budget adjustment in the amount of $11,133 split equally between the Electric, Water, Wastewater, and Waste Services funds. Staff is also seeking $76,867 from the General Fund Contingency budget to completely cover the project funding deficit. The budget adjustments will increase the total project spending authority by $88,000, bringing the

amended project budget to $308,000.

CC #: 1668

File #: 0203-09 & 0201-01

CONTACT: Tisha Chinn 916-774-5702 tchinn@roseville.ca.us

6.2. 116 S. Grant Street Tenant Improvements (RFQ 10-3306) - Contract Purchase Agreement and Budget Adjustment

Memo from Senior Buyer Joanna Oukrop and Assistant City Manager/Chief Financial Officer Dennis Kauffman recommending the City Council adopt RESOLUTION NO. 21-378 APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND CNW CONSTRUCTION, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (3001481); and adopt ORDINANCE NO. 6390 OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2021-22 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff requests Council approve a contract purchase agreement with CNW Construction, Inc. as the lowest responsive and responsible bidder for RFQ 10-3306 for 116 S. Grant Street Tenant Improvements. Staff also requests authority for a 10% construction contingency for a total not-to-exceed amount of $3,268,100. The bid award will provide tenant improvements to floors 1 and 2 of the 116 S. Grant Street building, including office space, a service desk, an exhibit display area, conference rooms, access compliance updates to the restrooms, a new partition wall on the first floor, and the removal of a roof-top mechanical unit and replacement with a new air conditioning unit. Additionally, staff recommends Council approve a budget adjustment to increase the project budget in the Electric Fund by $2,750,000. This budget adjustment will increase the total project budget to $4,750,000, which includes funding for the recommended contract purchase agreement with CNW Construction, Inc., as well as furnishings and fixtures, additional design work for Floors 2 and 3, and necessary building improvements to prepare the building for move-in. The project has no fiscal impact to the General Fund.

CC #: 1673

File #: 0203-04 & 0201-01

CONTACT: Joanna Oukrop 916-774-5745 joukrop@roseville.ca.us

6.3. Monitoring and Transmitting Equipment and Parts for Supervisory Control and Data Acquisition Network - Sole Source Purchase Order

Memo from Preventative Maintenance Coordinator Blaine Wiegel and Environmental Utilities Director Richard Plecker recommending the City Council adopt RESOLUTION NO. 21-366 APPROVING A SOLE SOURCE PURCHASE ORDER FOR MONITORING AND TRANSMITTING EQUIPMENT AND PARTS. Staff requests Council authorize a sole source purchase order with Rust Automation & Controls Inc. for monitoring and transmitting equipment and parts for the supervisory control and data acquisition network and automation systems of the Environmental Utilities Department Water/Wastewater plants and remote sites not to exceed $300,000. Funding will

be used from the Environmental Utilities Department's FY2021-22 operations budgets in the Water and Wastewater funds. Staff also requests authorization for the City Manager or his designee to execute four (4) optional one (1) year renewals of the purchase order, provided that the applicable budget is approved by the City Council, or until City staff determines that continuing with the same vendor is not in the City's best interest.

CC #: 1662

File #: 0800-02

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

6.4. Ultraviolet Light Disinfection Equipment - Sole Source Purchase Order

Memo from Preventative Maintenance Coordinator Blaine Wiegel and Environmental Utilities Director Richard Plecker recommending the City Council adopt RESOLUTION NO. 21-368 APPROVING A SOLE SOURCE PURCHASE ORDER FOR ULTRAVIOLET DISINFECTION REPAIR/REPLACEMENT EQUIPMENT. Staff requests Council authorize a sole source purchase agreement to provide ultraviolet disinfection repair/replacement equipment for the Pleasant Grove and Dry Creek Wastewater Treatment Plants with Trojan Technologies Group ULC in the amount of $755,000 ($479,500 for the Dry Creek Wastewater Treatment Plant and $275,500 for the Pleasant Grove Wastewater Treatment Plant). Funding will be provided from the FY2021-22 Wastewater Fund operations budget. This agreement would allow four optional renewal years at one-year intervals. Staff also requests authorization for the City Manager or his designee to execute four (4) optional one (1) year renewals of the purchase order, provided that the applicable budget is approved by the City Council, or until City staff determines that continuing with the same vendor is not in the City's best interest.

CC #: 1664

File #: 0203-09

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

6.5. Water Well Maintenance and Rehabilitation Project (RFP 08-084) - Professional Services Agreement and Approval of a Budget Adjustment

Memo from Senior Engineer Jason Marks and Environmental Utilities Director Richard Plecker recommending the City Council adopt RESOLUTION NO. 21-379 APPROVING A PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND JACOBS ENGINEERING GROUP INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 6391 OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2021-22 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff requests Council award a professional services agreement to Jacobs Engineering Group Inc. in the amount of $607,915 for the Water Well Maintenance and Rehabilitation project. The source of funding for this agreement is from the Water Rehabilitation Fund. Staff also requests Council approve a budget adjustment in the amount of $300,000 from available

resources in the Water Rehabilitation Fund to fully fund this project.

CC #: 1675

File #: 0800-02 & 0201-01

CONTACT: Jason Marks 916-342-9573 jtmarks@roseville.ca.us

6.6. Fitness Court Equipment - Sole Source Purchase Order

Memo from Park Planning & Development Superintendent Tara Gee and Parks, Recreation & Libraries Director Jill Geller recommending the City Council approve a purchase order with National Fitness Campaign to purchase fitness equipment for the Maidu Regional Park in the amount of $119,194.29. In March 2021, Council approved a resolution to accept a grant award of $25,000 from the California Park & Recreation Society and the National Fitness Campaign. The grant amount is applied to offset the total cost of the equipment and services. Outside of the $25,000 grant award, the remainder of the budget for this project was included in the FY2021-22 Capital Improvement Program budget. The total project cost is $130,000 and includes a concrete pad and installation. Funding for maintenance is provided by the General Fund.

CC #: 1657

File #: 0704-01

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

6.7. Technology Equipment – Purchase Order Renewal

Memo from Electric Technology Systems Administrator Sage Armstrong and Electric Utility Director Michelle Bertolino recommending the City Council authorize renewal of an existing cooperative contract with Dell Marketing, L.P. for Roseville Electric's purchases of general technology equipment and supporting software on an as-needed basis. The total cost of the hardware and software purchases will not exceed $120,000. Funding is included in the Electric Department operations fund FY2021-22 budget.

CC #: 1677

File #: 0203-06

CONTACT: Sage Armstrong 916-774-5679 sarmstrong@roseville.ca.us

6.8. Ammunition - Sole Source Purchase Order

Memo from Management Analyst Mark Peinado and Police Chief Troy Bergstrom recommending the City Council authorize the issuance of a sole source purchase order to San Diego Police Equipment for the purchase of law enforcement duty ammunition. The Police Department has an ongoing requirement for ammunition for its various firearms used by police officers, animal control officers, and the regional SWAT team. The purchase order will be for an amount not to exceed $110,000. Sufficient funds have been included for this purchase in the Police Department's FY2021-22 budget in the General Fund.

CC #: 1654

File #: 0203-12

CONTACT: Scott Christian 916-774-5099 schristian@roseville.ca.us

Resolutions

6.9. International City Management Association Retirement Corporation - Administrative Services Agreement and Plan Amendment

Memo from Human Resources Manager Linda Hampton and Human Resources Director Stacey Peterson recommending the City Council adopt RESOLUTION NO. 21-381 APPROVING AN ADMINISTRATIVE SERVICES AGREEMENT, BY AND BETWEEN INTERNATIONAL CITY MANAGEMENT ASSOCIATION RETIREMENT CORPORATION AND THE CITY OF ROSEVILLE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 21-382 APPROVING A 457 GOVERNMENTAL PLAN AND TRUST OPTIONAL PROVISIONS ELECTION FORM, BY AND BETWEEN INTERNATIONAL CITY MANAGEMENT ASSOCIATION RETIREMENT CORPORATION AND THE CITY OF ROSEVILLE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approve a new adoption agreement with International City Management Association Retirement Corporation (ICMA-RC) proposing a new lower revenue structure for participants to pay for plan expenses for funds invested in the 457 and 401a deferred compensation plans. Staff is also requesting a plan amendment to the 457 plan to allow for 457 ROTH deferrals into the plan. There is no fiscal impact.

CC #: 1676

File #: 0600-04

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

6.10. State Legislative and Regulatory Representation Consulting Services - Agreement

Memo from Government Relations Administrator Mark Wolinski and Deputy City Manager Megan Scheid recommending the City Council adopt RESOLUTION NO. 21-376 APPROVING AN AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND JOE A. GONSALVES & SON, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approval of an agreement with Joe A. Gonsalves & Son for state legislative and regulatory representation consulting services for the City. This agreement ensures the effectiveness of the City's legislative and regulatory efforts. The monthly retainer for the Gonsalves & Son services is $15,042, for a total annual not-to-exceed cost of $180,504. Since the additional services being provided are specific to Environmental Utilities, the utility will cover two-thirds of the cost of the contract and the remaining portion of the cost is covered in the Public Affairs and Communications department budget in the General Fund.

CC #: 1672

File #: 0114

CONTACT: Mark Wolinski 916-774-5179 mwolinski@roseville.ca.us

6.11. Master Schedule of User and Regulatory Fees Amendment

Memo from Fire Chief Rick Bartee and Division Chief Jason Rizzi recommending the City Council adopt RESOLUTION NO. 21-380 AMENDING THE SCHEDULE OF USER AND REGULATORY FEES. Staff requests Council approval of an amendment to the 2021-22 Master Schedule of User and Regulatory Fees to include the California Environmental Protection Agency's (CalEPA) Unified Program State Surcharge Increase and to include a more detailed description of the existing UST System Cold Start fee. The UST System Cold Start fee description requires an additional description added to the fee title and should read as follows: UST System Cold Start / Minor Modification. There is no change to the fee amount and the update is for clarification purposes only. The Program surcharge is collected by the City and remitted to the State of California. Staff does not anticipate a fiscal impact to the City.

CC #: 1674

File #: 0215

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

6.12. 2018 Regional Surface Transportation Program Arterial Resurfacing Project - Reimbursement and Authorization Agreement

Memo from Assistant Engineer Jesse Khatkar and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 21-373 APPROVING A REIMBURSEMENT AND AUTHORIZATION AGREEMENT, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests approval of an agreement with the City of Rocklin for the rehabilitation of Five Star Boulevard from Stanford Ranch Road to approximately 300 feet Southeast of the intersection. The City of Rocklin will reimburse the City for the roadway rehabilitation work. The work will be performed under the existing contract for the 2018 Arterial Resurfacing Project. The estimated cost of work is $115,000 and is not to exceed $150,000. This project is funded through $898,730 in Highway Infrastructure Program grant funds and a Regional Surface Transportation Program allotment of approximately $7.4 million.

CC #: 1669

File #: 0900-04-01

CONTACT: Jesse Khatkar 916-774-5434 jskhatkar@roseville.ca.us

6.13. Sierra Vista Village KT-4 - Final Map and Subdivision Agreement

Memo from Assistant Engineer Kerry Andrews and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 21-376 APPROVING A SUBDIVISION AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND SIERRA VISTA COMMUNITIES, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff also requests approval of the Sierra Vista Village KT-4 final map. Staff has completed its review of the final map and found that it is in compliance with the approved tentative map. This map will create 82 residential lots and 5 public landscape lots. The actions requested have no fiscal impact to the City's General Fund.

CC #: 1671

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

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

6.14. Legal Services - Agreement Amendment

Memo from Paralegal Gretchen Hakala and City Attorney Michelle Sheidenberger recommending the City Council adopt RESOLUTION NO. 21-360 APPROVING A FIRST AMENDMENT TO AGREEMENT FOR LEGAL SERVICES, BY AND BETWEEN THE CITY OF ROSEVILLE AND ATKINSON, ANDELSON, LOYA, RUUD & ROMO, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approve an Agreement for Legal Services with Atkinson, Andelson, Loya, Ruud & Romo to include their current billing practices to match the City's contractual terms. Legal services provided by this contract will be dependent upon needs as they occur during the year and thus cannot be forecast. All expenses will be paid from the Human Resources Department operations budget in the General Fund as needed.

CC #: 1656

File #: 0500-01

CONTACT: Gretchen Hakala 916-774-5325 ghakala@roseville.ca.us

6.15. 7300 Galilee Rd. - Summary Vacation of Utility and Drainage Easements

Memo from Associate Planner Shelby Maples and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 21-370 ORDERING SUMMARY VACATION OF PUBLIC UTILITY EASEMENTS AND A DRAINAGE EASEMENT AT 7300 GALILEE ROAD. Staff requests approval to vacate public utility easements and a drainage easement located on commercial property at 7300 Galilee Road. No active utilities have been located in the easement for the past five years, the easement has been superseded by relocation, and a building is planned on the property. The developer is now requesting relocation of the easements. All application costs are borne by the applicant. This request does not have an impact to the General Fund.

CC #: 1666

File #: 1001-02

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

6.16. Environmental Utilities On-Call Construction Management and Inspection Services - Professional Services Agreements

Memo from Senior Engineer Janice Gainey and Environmental Utilities Director Richard Plecker recommending the City Council adopt RESOLUTION NO. 31-362 APPROVING AN ON-CALL 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; and adopt RESOLUTION NO. 21-363 APPROVING AN ON-CALL PROFESSIONAL

SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND CAROLLO ENGINEERS, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 21-364 APPROVING AN ON-CALL PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND KENNEDY/JENKS CONSULTANTS, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 21-365 APPROVING AN ON-CALL PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND WATER WORKS ENGINEERS, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approval of four professional services agreements for Environmental Utilities On-Call Construction Management and Inspection Services. Each agreement has a not-to-exceed cost of $300,000 per year, for up to five years. These projects may be funded from the Environmental Utilities' Operating Budgets, Rehabilitation Programs, or Capital Improvement Program, at no cost to the General Fund.

CC #: 1661

File #: 0800-02

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

6.17. Electric Landscape Improvements - Fiddyment Substation Project - Purchase of Wetland Mitigation Credits

Memo from Environmental Coordinator Terri Shirhall and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 21-361 APPROVING AN AGREEMENT FOR SALE OF MITIGATION CREDITS FROM THE RIVER RANCH WETLANDS MITIGATION BANK, BY AND BETWEEN WILDLANDS, INC. AND THE CITY OF ROSEVILLE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests approval of funding for purchase of mitigation credits for the Electric Landscape Improvements - Fiddyment Substation Project. The total cost to purchase mitigation credits at the River Ranch Wetland Mitigation Bank, for 0.13 acres of wetland creation habitat, is $18,200. The project is fully funded as an Electric Landscape Improvements Capital Improvement Project. No General Fund resources will be used for the project.

CC #: 1660

File #: 0900-03

CONTACT: Terri Shirhall 916-774-5536 tshirhall@roseville.ca.us

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

6.18. Regional Early Action Planning - Memorandum of Understanding and Budget Adjustment

Memo from Economic Development Analyst Gina McCall and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 21-375 APPROVING A MEMORANDUM OF

UNDERSTANDING BETWEEN SACRAMENTO AREA COUNCIL OF GOVERNMENTS AND THE CITY OF ROSEVILLE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 6389 ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2021-22 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff requests Council approval to enter into a Memorandum of Understanding with the Sacramento Area Council of Governments to secure $300,000 in grant funding for the Commercial Corridors project. This award is the second round of Regional Early Action Planning (REAP 2.0) grant funding secured by the City and will be used for preparation of visuals and graphics, as well as staff time to complete the specific plans. A previous award of $79,000 was secured in 2020 for preparation of the Housing Element update. A budget adjustment is also necessary to receive and allow expenditure of the REAP 2.0 grant award. There is no impact to the City's General Fund.

CC #: 1670

File #: 0800-06 & 0214 & 0201-01

CONTACT: Gina McColl 916-774-5452 gmccoll@roseville.ca.us

Reports / Requests

6.19. Vineyards at Foothills Parcel Map

Memo from Assistant Engineer Kerry Andrews and Development Services Director Mike Isom recommending the City Council approve the Vineyards at Foothills parcel map. Engineering has completed its review of the parcel map and found that it is in compliance with the approved tentative map. This map will create 2 parcels. The actions requested have no fiscal impact to the General Fund.

CC #: 1659

File #: 0400-04-17-01

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

6.20. League of California Cities Annual Conference 2021 - Voting Delegate Recommendation

Memo from Government Relations Administrator Mark Wolinski and Deputy City Manager Megan Scheid recommending the City Council appoint Councilmember Scott Alvord as the voting delegate to the League of California Cities business meeting of the General Assembly. The League of California Cities Annual Conference is being held September 22 - 24, 2021 in Sacramento. The annual business meeting will be held at noon on Friday, September 24, 2021 when the membership takes action on resolutions that establish League policy. In order to vote at the Annual Business Meeting, the City Council must designate a voting delegate. Registration is approximately $520 for the delegate and the funds were approved in the City Council's FY2021-22 budget.

CC #: 1658

File #: 0102-12

CONTACT: Mark Wolinski 916-774-5179 mwolinski@roseville.ca.us

END OF CONSENT CALENDAR

7. RESOLUTIONS

7.1. Placer County Water Agency Middle Fork Project Water Supplies - Side Letter Agreement

Memo from Assistant Environmental Utilities Director Sean Bigley and Environmental Utilities Director Richard Plecker recommending the City Council adopt RESOLUTION NO. 21-367 APPROVING A SIDE LETTER AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND PLACER COUNTY WATER AGENCY, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council authorize a Side Letter Agreement with Placer County Water Agency (PCWA) on Middle Fork Project (MFP) Water Supplies to allow for unused 2021 MFP water paid for by the City to be stored in PCWA's reservoirs for use by the City in 2022; and/or, if approved by the Bureau of Reclamation, have unused 2021 City MFP water stored in Folsom Reservoir for use by the City in 2022. Roseville's MFP water is provided by PCWA on a "take or pay" basis, per an existing water supply contract previously approved by City Council, meaning that the City pays for the MFP water quarterly regardless if the MFP water is used or not. Since the MFP water is already paid for, this arrangement (Primary Option) would not add additional costs beyond what is currently budgeted in the City's Water Operations Fund for water purchases.

CC #: 1663

File #: 0800-02

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

Environmental Utilities Director Rich Plecker made the presentation to the City Council.

No public comment received.

Motion by Pauline Roccucci, seconded by Tracy Mendonsa, to adopt RESOLUTION NO. 21-367 APPROVING A SIDE LETTER AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND PLACER COUNTY WATER AGENCY, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. The Motion Passed.

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

Absent: Alvord

8. SPECIAL REQUESTS/REPORTS/PRESENTATION

8.1. Council Discretionary Funds Request - The Gathering Inn

Memo from Management Assistant Heather Blanco and City Clerk Sonia Orozco recommending the City Council consider a request for $5,000 from Council Discretionary Funds for The Gathering Inn for their fourth annual "Gathering for Hope" event on November 12, 2021. The Gathering Inn is a multi-faceted, multi-location agency serving over 200 homeless men, women, and children every day in Placer County. There is no fiscal impact to the City's General Fund.

CC #: 1655

File #: 0102

CONTACT: Heather Blanco 916-746-1171 hblanco@roseville.ca.us
Sonia Orozco 916-774-5269 sorozco@roseville.ca.us

Assistant City Clerk Helen Dreyer made the presentation to the City Council.

No public comment received.

Motion by Tracy Mendonsa, seconded by Pauline Roccucci, to approve $5,000 in Council Discretionary funding to the Gathering Inn in support of the fourth annual "Gathering for Hope" event. The Motion Passed.

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

Absent: Alvord

9. DEPARTMENT UPDATES

9.1. Human Resources Department Update

CONTACT: Stacey Peterson 916-774-5374 slpeterson@roseville.ca.us

Human Resources Director Stacey Peterson made the presentation to the City Council.

No public comment received.

Item for information only. No action taken.

Meeting recessed at 6:27 p.m.

Meeting reconvened at 6:39 p.m.

10. PUBLIC HEARING

10.1. 2021 Housing Element Update

Memo from Senior Planner Lauren Hocker, Housing Manager Trisha Isom, and

Development Services Director Mike Isom recommending the City Council consider the addendum to the 2035 General Plan Environmental Impact Report (SCH #2019080418, certified on August 5, 2020); and adopt RESOLUTION NO. 21-369 ADOPTING THE 2021 HOUSING ELEMENT COVERING THE PERIOD FROM 2021 TO 2029. The purpose of the Housing Element is to identify current and projected housing needs, and set goals, policies, and programs to address those needs. The updated 2021 Housing Element covers the planning period of 2021 to 2029. Preparation of the Housing Element was funded through two grants secured through the Regional Early Action Planning grants program and the Local Early Action Planning grants program in the amount of $79,000 and $500,000, respectively. Approximately $330,000 of funding remains and will be used for Housing Element implementation, per the terms of the grant. It is anticipated that this amount will be sufficient and that use of the City's General Fund will not be required.

CC #: 1665

File #: 0709-01

CONTACT: Lauren Hocker 916-774-5272 lhocker@roseville.ca.us

Mayor Krista Bernasconi opened the public hearing.

Senior Planner Lauren Hocker, Housing Manager Trisha Isom, Planning Manager Greg Bitter and Development Services Director Mike Isom made the presentation to the City Council.

Reverend Virgil Nelson - Chair of the Affordable Housing Committee of Placer People of Faith Together (PPOFT) - Proposed two specific additions to the Housing Element:
1. The City commits to working with PPOFT and the religious community to consider the creation of a zoning overlay, or another zoning designation or process, that would allow churches the right to:
A. Build affordable housing, including transitional or supportive housing, on their property, including the possible modifications of existing structures, with the guarantee that a minimum of 50% of the units will be for very low, low, and moderate income families (Transitional and supportive housing to include the possible use of 5th wheels, FEMA trailers, or tiny homes.)
B. And/or allow a maximum of 10 cars to park overnight on their lot as a Safe Sleep location.

Mayor Krista Bernasconi closed the public hearing.

Motion by Bruce Houdesheldt, seconded by Pauline Roccucci, to approve consideration of the addendum to the 2035 General Plan Environmental Impact Report (SCH #2019080418, certified on August 5, 2020); and adopt RESOLUTION NO. 21-369 ADOPTING THE 2021 HOUSING ELEMENT COVERING THE PERIOD FROM 2021 TO 2029. The Motion Passed.

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

Absent: Alvord

10.2. Creekview Specific Plan - General Plan Amendment, Specific Plan Amendment, Rezone, and Development Agreement Amendment

Memo from Associate Planner Kinarik Shallow and Development Services Director Mike Isom recommending the City Council consider the Second Addendum to the Creekview Specific Plan Environmental Impact Report; adopt RESOLUTION NO. 21-371 AMENDING THE GENERAL PLAN TO CHANGE THE LAND USE DESIGNATIONS ON CERTAIN REAL PROPERTY IN THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 21-372 AMENDING THE CREEKVIEW SPECIFIC PLAN; and adopt the two (2) findings of fact and introduce for first reading an ORDINANCE OF THE COUNCIL OF THE COUNCIL OF THE CITY OF ROSEVILLE REZONING CERTAIN REAL PROPERTY IN THE CITY OF ROSEVILLE; and adopt the five (5) findings of fact and introduce for first reading an ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE ADOPTING A SECOND AMENDMENT OF THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND ANTHEM UNITED CREEKVIEW DEVELOPMENTS LIMITED PARTNERSHIP RELATIVE TO THE CREEKVIEW SPECIFIC PLAN AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. The applicant requests a General Plan Amendment and Specific Plan Amendment to the Creekview Specific Plan (CSP) to transfer residential units from Medium Density Residential parcels to Low Density Residential parcels, to revise parcel acreages, establish modified development standards, and to reallocate affordable housing obligations. No changes will be made to the overall unit count for the CSP. The project includes a rezone to adjust the acreages of zoning designations consistent with the map modifications associated with the project. The CSP Development Agreement will be amended to reflect the change in units, acreages, and affordable housing allocations. The project will modify the affordable housing obligation by changing the middle-income for purchase units to very low-income and low-income rental units. This will benefit the City by adding 30 affordable units in the lower-income category of the City's Regional Housing Needs Allocation. The City is working to address a 1,700+ unit deficit in the lower-income category. The project will not negatively affect the City's General Fund.

CC #: 1667

File #: 0400-04-13-2 & 0400-02 & 0400-03 & 0400-04

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

Mayor Krista Bernasconi opened the public hearing.

Associate Planner Kinarik Shallow made the presentation to the City Council.

No public comment received.

Mayor Krista Bernasconi closed the public hearing.

Motion by Bruce Houdesheldt, seconded by Tracy Mendonsa, to approve consideration of the Second Addendum to the Creekview Specific

Plan Environmental Impact Report; adopt RESOLUTION NO. 21-371 AMENDING THE GENERAL PLAN TO CHANGE THE LAND USE DESIGNATIONS ON CERTAIN REAL PROPERTY IN THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 21-372 AMENDING THE CREEKVIEW SPECIFIC PLAN; and adopt the two (2) findings of fact and introduce for first reading an ORDINANCE OF THE COUNCIL OF THE COUNCIL OF THE CITY OF ROSEVILLE REZONING CERTAIN REAL PROPERTY IN THE CITY OF ROSEVILLE; and adopt the five (5) findings of fact and introduce for first reading an ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE ADOPTING A SECOND AMENDMENT OF THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND ANTHEM UNITED CREEKVIEW DEVELOPMENTS LIMITED PARTNERSHIP RELATIVE TO THE CREEKVIEW SPECIFIC PLAN AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. The Motion Passed.

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

Absent: Alvord

11. REPORTS / PUBLIC COMMENTS

Lisa Larkin - Requested the City Manager to provide COVID updates at the City Council meetings.

12. ADJOURNMENT

Motion by Bruce Houdesheldt, seconded by Tracy Mendonsa to adjourned the meeting at 7:15 p.m.

Vote: All ayes

COUNCIL COMMUNICATION

CC #: 1709
File #: 0203-04

Title: Office Supplies - Open Purchase Order
Contact: Becky Philipp 916-774-5724 bphilipp@roseville.ca.us

Meeting Date: 9/15/2021
Item #: 7.2.

RECOMMENDATION TO COUNCIL

Staff recommends Council adopt a resolution to authorize the purchase of office supplies on an as-needed basis by City departments through Office Depot, Inc. utilizing Oakland County, Michigan's America Saves Program cooperative contract number no. 005489.

Staff requests authorization to continue renewing the purchase order without further Council approvals until the contract expires in September 2023 or until City staff determines that continuing with the same vendor is not in the City's best interest. Funding is included in the City departments' budgets with future spending contingent upon Council approval of each fiscal year budget.

BACKGROUND

Office supplies are purchased citywide on an as-needed basis throughout the year. The City is piggybacking on the "America Saves Program" cooperative contract, a competitively bid contract initiated by the County of Oakland, Michigan, and awarded to Office Depot.

FISCAL IMPACT

The estimated total for office supplies to be purchased for FY2021-22 is $235,000. Funding is included in each department's FY2021-22 budget. Spending for future years will be contingent upon Council approval of budgets. Projected spending for the renewal years, until the contract expires, are as follows: FY2022-23 $240,000; FY2023-24 $65,000.

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 §20165 and CEQA State Guidelines §15060(c)(3) and §15378. The purchase of office supplies meets the above criteria and is not

subject to CEQA. No additional environmental review is required.

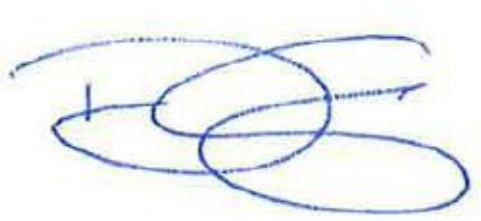
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal A - Remain fiscally responsible in a changing world

Respectfully Submitted,

Becky Philipp, Buyer

Dennis Kauffman, Assistant City Manager/Chief Financial Officer



_____
Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 21-398

RESOLUTION NO. 21-398

APPROVING A PURCHASE ORDER FOR OFFICE SUPPLIES

WHEREAS, a purchase order for as-needed office supplies, between the City of Roseville and Office Depot, Inc., has been reviewed by the Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said purchase order is hereby approved and the City Manager or his designee is additionally authorized to execute two (2) optional one (1) year renewals of the purchase order, provided that the applicable budget is approved by the City Council, or until City staff determines that continuing with the same vendor is not in the City's best interest.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

COUNCIL COMMUNICATION

CC #: 1705
File #: 0800-02

Title: Water Efficiency Software Platform – Contract Purchase Agreement
Contact: John Shannon 916-774-5768 jshannon@roseville.ca.us

Meeting Date: 9/15/2021
Item #: 7.3.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution to authorize the City Manager to execute a contract purchase agreement with Eagle Aerial Photography Inc. dba Eagle Aerial Solutions for a water efficiency software platform.

BACKGROUND

Senate Bill (SB) 606 (Hertzberg) and Assembly Bill (AB) 1668 (Friedman) provide policy for statewide long-term water conservation and efficiency. This long-term conservation legislation requires urban water providers to set permanent water conservation targets for their service areas.

The four major components of this legislation are: 1) Residential Indoor Water Use, 2) Residential Outdoor Water Use, 3) Water Loss, and 4) Commercial, Industrial and Institutional (CII) Landscape. The primary goals of these laws are to use water more wisely, eliminate water waste, strengthen local drought resilience, and improve agriculture water use efficiency and drought planning. Fines for noncompliance have no direct impacts to customers, but rather local agencies will be held accountable for non-compliance. Informational orders (no fee warnings) will begin in 2023 and monetary fines will begin in 2027.

The WaterView software platform will be used to determine actual residential outdoor water use and help set long-term targets for Roseville in our area. The WaterView platform was developed by Eagle Aerial at the request of California Water Efficiency Partnership (CalWEP) members to have tools and enhanced data to meet the efficiency and allocation requirements established under SB 606 and AB 1668. WaterView will analyze total water allocation at the parcel level, in compliance with the new Department of Water Resources (DWR) standards.

The implementation of this regulatory tool will assist in meeting the state mandated goals related to lowering the RGPCD (residential gallons per capita per day) throughout the City. State mandated targets are being set and the City has required time frames and dates associated with achieving these mandated goals, otherwise State fines will be imposed. Additionally the platform will:

• Aid in upcoming DWR reporting requirements and is the mapping tool for the 2021-2023 comparison.
• Provide the ability to view water use data at a parcel view in combination with the potential for creating residential water budgets to assist customers in becoming more water efficient.
• Identify water use trends and locate water waste within a service area.
• Create heat maps to dispatch EU Water Efficiency staff to areas within the City with higher water usage once the Automated Metering Infrastructure (AMI) project is completed.
• Offer additional mapping services that can be integrated, cross-queried, and analyzed alongside the data provided by the State of California.

Eagle Aerial was selected on a sole source basis as they are the only company that can provide necessary software and mapping solutions that integrate the data required by the State of California, pursuant to AB 1668 and SB 606, to report landscape area measurements that meet the mandated state water efficiency standards.

FISCAL IMPACT

The $140,020 for this three-year agreement is budgeted in the Water Efficiency operations budget within the Water Operations Fund, which receives revenue from water utility sales. Water Efficiency programs are a condition of City water contracts, regional agreements, and a matter of State law. The annual cost of this agreement is $45,000, with a one-time initial set up fee of $5,020 added to the first year of the agreement.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonable 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 Eagle Aerial Solutions software meets the above criteria and is not subject to CEQA. The proposed plan would not affect water supplies for fish and wildlife, or expand or add water supplies, and therefore no further environmental review is required.

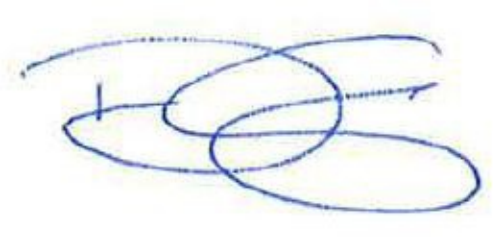
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Invest in well-planned infrastructure and growth.

Respectfully Submitted,

John Shannon, Water Conservation Specialist

Richard Plecker, Environmental Utilities Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 21-395

WaterView Agreement Eagle Aerial Photography Inc. dba Eagle Aerial Solutions

RESOLUTION NO. 21-395

APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND EAGLE AERIAL PHOTOGRAPHY INC. DBA EAGLE AERIAL SOLUTIONS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a contract purchase agreement (3001519), for a water efficiency software platform, by and between the City of Roseville and Eagle Aerial Photography Inc. dba Eagle Aerial Solutions, has been reviewed by the City Council.

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

Contract Purchase Agreement 3001519

Supplier Details:

Company	Eagle Aerial Photography Inc dba Eagle Aerial Solutions
Contact	Sandra Mendoza
Address	3333 Michelson Dr Ste 300
	Irvine, CA 92612

Submit your response to:

Company	City of Roseville
Contact	"Becky" Rebecca Philipp
Address	Purchasing Division
	2075 Hilltop Circle
	Roseville, CA 95747
Phone	(916) 774-5724
Fax	(916) 774-5736
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 (2) signed originals 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 3001519

Agreement	**3001519**
Agreement Date	**21-JUL-2021**
Revision	**0**
Agreement Amount	**140,020.00 USD**

Invoice To	**City of Roseville** **Accounts Payable** **311 Vernon St** **ROSEVILLE CA 95678**	Supplier	**Eagle Aerial Photography Inc dba Eagle Aerial Solutions** 3333 Michelson Dr Ste 300 Irvine, CA 92612
Phone:	(916) 774-5488	**Phone:**	(714) 754-7670
Fax:	(916) 784-3796	**Fax:**	()
Email:	accountspayable@roseville.ca.us	**Email:**	jmolloy@eagleaerial.com

Description of Labor, equipment and/or materials

VENDOR SHALL PROVIDE AND IMPLEMENT WATERVIEWtm IN ACCORDANCE WITH THE ATTACHED EAGLE AERIAL PHOTOGRAPHY DBA EAGLE AERIAL SOLUTIONS SCOPE OF SERVICES.

START DATE: UPON EXECUTED AGREEMENT
END DATE: 3 YEARS FROM EXECUTED AGREEMENT

PLEASE CONTACT SARA FEUSI AT (916) 746-1739 OR SFEUSI@ROSEVILLE.CA.US FOR QUESTIONS REGARDING THIS AGREEMENT.

Customer #	Supplier #	Payment Terms	Freight Terms	FOB	Shipping Method
	15009	**Net 30**	**Freight on Board at the destination**	**Destination**	**Best Method**

Start Date	End Date	Confirm To
		"Becky" Rebecca Philipp Phone **1-916-774-5724**

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

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

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

4. Time is of the essence of this Agreement.

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

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

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

8. Unless notified to the contrary, in writing, the City assumes that the Consultant has accepted the work in accordance with the plans and specifications (if any) and agrees to do the work in compliance with this Agreement. Any work product created for City pursuant to this Agreement is deemed owned by City.

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
10. Consultant agrees to the below insurance requirements:

    a. Unless otherwise specified, the Consultant shall maintain the policies of insurance outlined in Attachment A, incorporated herein by this reference, in full force and effect during the term of this Agreement. The City of Roseville retains sole discretion in determining the types and proper levels of insurance coverage.

    b. Form. Consultant shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City

Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.

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

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

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

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

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

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

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

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

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

provisions of this Agreement or law.

11. Consultant shall comply with all federal, state, local laws, ordinances and policies as may be applicable to the performance of services under this Agreement. Failure to comply with local ordinances may result in monetary fines and cancellation of this Agreement.

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

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

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

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

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

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

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

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

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

21. Upon termination or expiration of this Agreement, Consultant will ensure that all Confidential Information is securely transferred to City within thirty (30) calendar days. Consultant will ensure that any transfer of Confidential Information is accomplished by methods that are compatible with the relevant City systems, and that City will have access to all Confidential Information during any such transfer. Consultant shall securely dispose of all Confidential Information when requested by City and Consultant will provide written notification to City once all Confidential Information has been securely disposed of.

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

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

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

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

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

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

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

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

    CONSULTANT and CITY agree that: (a) CONSULTANT is free from the control and direction of CITY in connection with the performance of the work; (b) CONSULTANT is providing services directly to CITY; (c) CONSULTANT has and will maintain at all relevant times a business license; (d) CONSULTANT maintains a business location that is separate from CITY; (e) CONSULTANT is customarily engaged in an independently established

business of the same nature as that involved in the work performed hereunder; (f) CONSULTANT actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from CITY; (g) CONSULTANT advertises and holds itself out to the public as available to provide the same or similar services; (h) CONSULTANT provides its own tools, vehicles, and equipment to perform the services; (i) CONSULTANT has negotiated its own rates; (j) CONSULTANT set its own hours and location of work in accomplishing CITY's on-call needs; and (k) CONSULTANT has the right to control the manner and means of accomplishing the result desired and exercises its own expert independent judgement.

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

Roseville Business License No. _____

Contractor License No. Not Applicable

DIR Registration No. Not Applicable

Check mark the applicable company type below:

_X_ Corporation

_____ Limited Liability Company

_____ Partnership

_____ Sole Proprietor

City reserves the right to withhold any payments to Consultant in the event of noncompliance with insurance requirements or if required by law.
Information Technology T&C
REV 3/2/21 JS

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

General - Required Coverage/Documentation

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

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

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

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

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

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

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

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

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

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

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

Insurance Submission Process

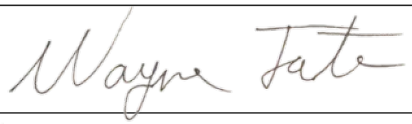
The City of Roseville Human Resources/Risk Management Department uses a service called EBIX to manage our insurance certificate tracking.

How It Works

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

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

COR Signature-City Manager

Supplier	
Signature:	
Print Name:	Wayne Tate
Title:	President

Supplier	
Signature:	
Print Name:	Paul Clark
Title:	Secretary

City of Roseville, A Municipal Corporation	
Signature:	
Print Name:	Dominick Casey
Title:	City Manager

Custom Desgined Data Management Software for Water Mangers

Contact Information:

City of Roseville	Eagle Aerial Solutions
311 Vernon St	333Michelson Dr, Suite 300
Roseville, CA 95678	Irvine, CA 92612
John Shannon	**Jazmine Molloy**
JShannon@roseville.ca.us	jmolloy@eagleaerial.com
(916) 774 - 5768	(714) 754-7670 x700

WaterViewTM Overview:

Eagle Aerial Solutions together with CalWEP, has custom designed and developed WaterViewTM, to help water professionals meet the efficiency and allocation requirements established under the new long term California water conservation legislation, SB606 & AB1668. EAS proposes the implementation of WaterViewTM as a critical SaaS tool that helps prepare and maintain regulatory compliance under the new state standards.
The following sections are meant to provide information specific to your district:

# of Connections: **49,442**

CalWEP Member Pricing:	**3 Year Agreement**	**5 Year Agreement**
Discounted Annual Cost:	$45,000	$45,000
Initial Setup Fee:	$5,020 [One Time Fee]	($5,020) *[WAIVED]*

Annual Subscription:

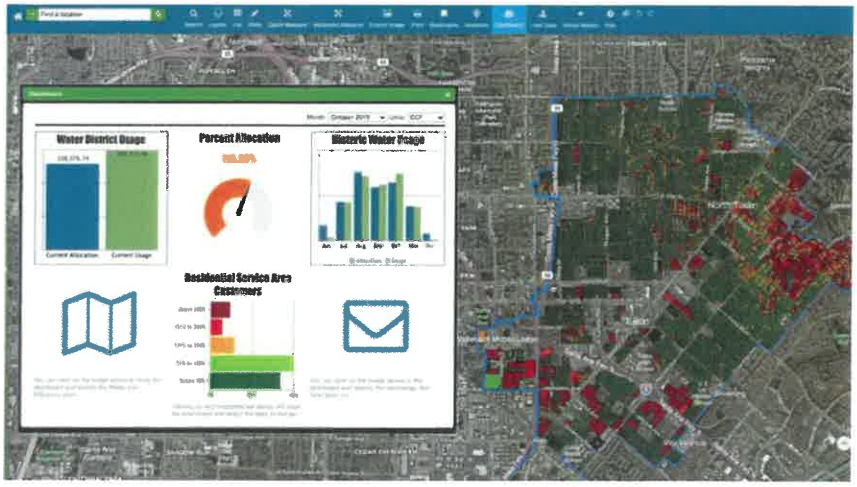
WaterView™ is an annual subscription, Software as a Service (SaaS). All CalWEP members will receive the CalWEP discount for the lifetime of their WV subscription. The CalWEP discount will be applied to the subscription cost every year the water district is a member of CalWEP.

WaterViewTM will:

- Analyze total water allocation for the water agencies' entire residential service area and at an individual residential parcel level, in compliance with new DWR standards
- Spot water use trends, track and manage over allocation users within each district
- Identify targeted land classifications types like high turf areas for effective rebating
- Aid in upcoming DWR data review and reporting requirements
- Continually calculate water use efficiency (per the state standards) across the residential service area and at a customer/parcel level
- Host high resolution aerial imagery PLUS the ACTUAL imagery used in DWR's study for the subscribers to

access atany time

- Import and calculate daily ET readings
- Supply detailed demographic data for more accurate indoor water use efficiency measurements and water use analytics
- Provide various GIS tools along with sophisticated data mining and multi-level querying functions



Security of the WaterView™ Platform:

Eagle Aerial Solutions developed the WaterView™ portal in partnership with Digital Map Products now LightBox, using their existing stable and robust online mapping technology. DMP/LightBox has been providing mapping services for nearly 20 years to large enterprise and government customers including Zillow, Google, Apple, CBRE and the State of California. More than 350,000 users are accessing data from their platform daily to make informed decisions.

For more detailed information please refer to the full security statement: https://www.eagleaerial.com/docs/waterview-security.pdf

Subscribing Agencies will:

Be required to provide meter location and water use data to be imported into the WaterView™ portal. A Unique ID (UID) for the meter location must be used to tie the usage data to the meter address. Names do not need provided, unless your district would like to do direct mailings for outreach to target certain customers for incentives to become more efficient.

Technical Support & Project Management

Technical support will be provided through the duration of the contract. Software training will be done by a series of onboarding virtual meetings. The City of Roseville will be assigned a Customer Success Advocate that will provide any additional training(s) or account customization via virtual meeting platforms and screensharing throughout the life of the WaterView™ subscription.

Thank you again for your interest in WaterView™! We look forward to working together on your agency's water efficiency efforts.

-The Eagle Team

EAGLE AERIAL
SOLUTIONS

SOLE SOURCE JUSTIFICATION

WATERVIEW

This information supports a determination that the Eagle Aerial team is the only company that can provide a software solution that integrates data in ways that supports district compliance with state mandated water efficiency standards. The WaterView solution described below meets this requirement.

In partnership with the California Water Efficiency Partnership, Eagle Aerial Solutions has developed WaterView, a web-based water efficiency software to assist districts in meeting the water efficiency goals that will be mandated by new state legislation (SB606 and AB1668), thereby avoiding significant fines that will be imposed upon districts that exceed their allocation.

In order to achieve these goals, a district needs to understand and track its progress in meeting the state's allocation requirements. And in order to attain the required district level efficiency, it needs to understand and manage the efficiency of its residential customers.

WaterView has been designed with input from many California water districts to, provide ACCURATE data in compliance with DWR requirements, integrate a variety of existing district specific data sets and facilitate effective retail customer efficiency campaigns and communication.

WaterView provides an easy-to-use, GIS-based mapping solution that incorporates imagery data, demographic data to assess indoor water use, ET data, district water use data, and Eagle-generated accurate irrigated vegetation data. It is the only software solution designed specifically to integrate all of this data AND provide detailed and accurate data essential to attain efficiency objectives. Its tools allow a wide range of up to date and historical performance analysis from the district level all the way down to individual parcel level. The data can be used to track performance in a variety of ways, measure the efficiency of water conservation efforts and communicate directly with customers in terms of their water efficiency trends. It even allows for comparisons of efficiency among similarly situated customers to encourage conservation by "social norming".

Eagle Aerial is able to assist districts with problems that often occur with the underlying data that is required in order to conduct the efficiency analyses. For example, land use designations from assessors are can be incorrect or are missing data, requiring analytic processes to address the issue. This incorrect or missing data can lead to your district receiving a lower allocation of water from the state. Multi-family metering and related parcel information problems require special approaches to assure DWR required data accuracy at the overall district and parcel level. These problems, if not addressed, not only can add to the inaccuracy of the efficiency assessments, they can, as mentioned above, lead to districts receiving a reduced allocation from the state. Eagle Aerial can assist in improving the land use, parcel data and related geographic issues so minimize these problems.

info@eagleaerial.com www.eagleaerial.com (714) 754-7670

COUNCIL COMMUNICATION

CC #: 1711
File #: 0400-04-09-1

Title:	Fiddyment Ranch - Phase 3 Village F-10 Phase 1 - Notice of Completion
Contact:	Darin Crockett 916-751-9196 dcrockett@roseville.ca.us

Meeting Date: 9/15/2021
Item #: 7.4.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt the attached resolution accepting Fiddyment Ranch - Phase 3 Village F-10 Phase 1, CWJ#190428 as complete and authorizing the City Engineer to execute the Notice of Completion.

BACKGROUND

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

FISCAL IMPACT

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

ENVIRONMENTAL REVIEW

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

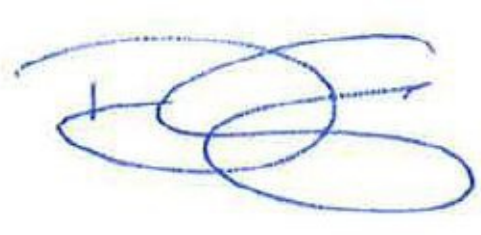
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Darin Crockett, Senior Construction Inspector

Mike Isom, Development Services Director



_____

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 21-400

NOC

Exhibit A

Final Map

RESOLUTION NO. 21-400

RESOLUTION OF THE COUNCIL OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS Fiddyment Ranch-Phase 3 Village F-10 Phase 1 PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING ALL DEDICATIONS OFFERED ON THE RECORDED MAP OF THE SUBDIVISION.

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

1. The "Notice of Completion" on file in the City Clerk's Department relative to that public work known as the Fiddyment Ranch-Phase 3 Village F-10 Phase 1 is hereby approved and the public work accepted.

2. All rights of way and easements as offered on the final map of recorded with Placer County Recorder's Office Book FF of Maps, Page 31 is hereby accepted.

3. The City Engineer is hereby authorized and directed to execute said Notice on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville, this_____day of_____, 2021, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
CITY CLERK

RECORDING REQUESTED BY AND WHEN
RECORDED MAIL TO:

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

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

NOTICE OF COMPLETION

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

The direct/general contractor on said project was _____.

The surety on said project was _____

_____.

_____

City of Roseville
Owner

ATTEST:

_____
Sonia Orozco, City Clerk

State of California)
County of Placer)

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

_____

City of Roseville

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

State of California)
County of Placer)

Subscribed and sworn to (or affirmed) before me on this _____ day of _____,

20___, _____

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

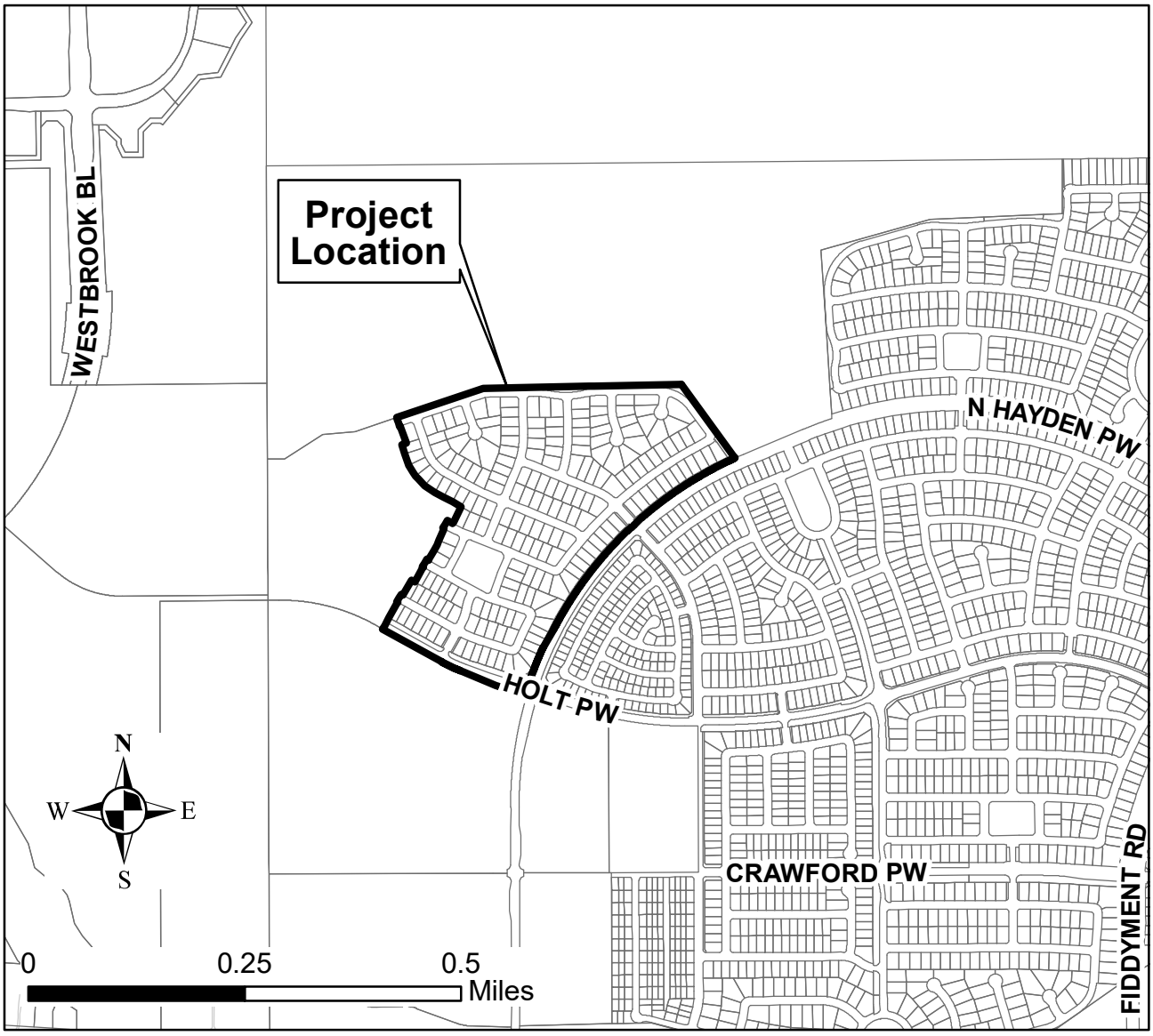
_____

Place Notary Seal and/or Stamp Above

Signature of Notary Public

EXHIBIT A

City of Roseville
Fiddyment Ranch - Phase 3
Village F-10 Phase 1



FINAL MAP OF FIDDYMENT RANCH - PHASE 3 VILLAGE F-10 PHASE 1

SUBDIVISION NO. PL 14-0438

(WEST ROSEVILLE SPECIFIC PLAN PARCEL F-10A)

BEING A PORTION OF LOT 2 OF THAT CERTAIN FINAL MAP ENTITLED "FIDDYMENT RANCH PHASE 3 LARGE LOT SUBDIVISION", SUBDIVISION NO. PL-0364, BOOK EE OF MAPS, PAGE 74, O.R.P.C.
LYING WITHIN A PORTION OF SECTION 13, T. 11 N., R. 5 E.,
MOUNT DIABLO MERIDIAN
CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA

WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
3301 C St, Bldg. 100-B Tel 916.341.7760
Sacramento, CA 95816 Fax 916.341.7767

OCTOBER 2020

Sheet 1 of 12

1027.152

OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CERTIFY THAT THEY ARE THE ONLY PERSONS HAVING ANY RECORD TITLE INTEREST IN THE REAL PROPERTY INCLUDED WITHIN THE BOUNDARIES OF THIS SUBDIVISION MAP, "FINAL MAP OF FIDDYMENT RANCH PHASE 3 – VILLAGE F-10 PHASE 1" AS SHOWN UPON THIS MAP, AND DO HEREBY CONSENT TO THE PREPARATION AND RECORDING OF SAID MAP AND THAT THE CONSENT OF NO OTHER PERSON IS NECESSARY. WE HEREBY OFFER FOR DEDICATION AND DO HEREBY DEDICATE FOR SPECIFIC PURPOSES THE FOLLOWING:

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

A. PUBLIC EASEMENTS FOR INSTALLATION AND MAINTENANCE OF, BUT NOT LIMITED TO, ELECTROLIERS, TRAFFIC CONTROL APPURTENANCES, WATER, SEWER, DRAINAGE AND GAS PIPES, AND FOR UNDERGROUND WIRES AND CONDUITS FOR ELECTRICAL, TELEPHONE AND TELEVISION SERVICES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS LOTS B, C, D, E, F, G AND H, INCLUSIVE STREETS SHOWN HEREON AS CAMAS COURT, CARDERO WAY, CHALLIS CIRCLE, ELKO COURT, HOLT PARKWAY, MCCALL WAY, MELBA COURT, PRUETT DRIVE, SALINA WAY, SPOKANE WAY, TABLONIA PLACE, TALMAGE WAY, VAUGHN WAY, WADSWORTH CIRCLE AND WHITEFISH WAY AND THOSE STRIPS OF LAND TEN (10) FEET AND TWELVE AND ONE-HALF (12.5) FEET IN WIDTH AND CONTIGUOUS TO THE CIRCLES, COURTS, DRIVES, WAYS, PLACES AND PARKWAY SHOWN HEREON AND DESIGNATED "10' PUE" AND "12.5' PUE".

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

A. FOR OPEN SPACE PURPOSES THE LOT SHOWN HERON AS LOT 'A'

B. FOR LANDSCAPING PURPOSES AND AS PUBLIC RIGHTS-OF-WAY THE LOTS SHOWN HEREON AS LOTS 'B', 'C', 'D', 'E', 'F', 'G' AND 'H'.

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

A. FOR PARK PURPOSES THE LOT SHOWN HEREON AS LOT 'I'.

JEN CALIFORNIA 15 LLC,
A CALIFORNIA LIMITED LIABILITY COMPANY

BY: _____
CLIFTON TAYLOR
ITS: VICE PRESIDENT

NOTARY'S ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
COUNTY OF Placer)

ON 4th DAY OF October, 2020 BEFORE ME, Aisha K. Fiorentino, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED Clifton Taylor

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

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

WITNESS MY HAND: Aisha K. Fiorentino
and official Seal
PRINTED NAME: Aisha K. Fiorentino

MY PRINCIPLE PLACE OF BUSINESS IS IN THE COUNTY OF: Placer

MY COMMISSION EXPIRES: March 7, 2023

MY COMMISSION No.: 2279873

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF FIDDYMENT RANCH PHASE 3 – VILLAGE F-10 PHASE 1 AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP ON FILE AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH.

MARC STOUT
CITY ENGINEER, CITY OF ROSEVILLE
R.C.E. #69879 EXPIRATION DATE 09/30/2022

DATE 10/13/20

I HEREBY STATE THAT I AM SATISFIED THAT THIS FINAL MAP OF FIDDYMENT RANCH PHASE 3 – VILLAGE F-10 PHASE 1 IS TECHNICALLY CORRECT.

FOR MARC STOUT, CITY ENGINEER, CITY OF ROSEVILLE

TIMOTHY G. BLAIR, P.L.S. 8278

10/15/20
DATE

PROFESSIONAL LAND SURVEYOR TIMOTHY G. BLAIR No. 8278 STATE OF CALIFORNIA

CITY CLERK'S STATEMENT

I HEREBY STATE THAT THE CITY COUNCIL, CITY OF ROSEVILLE HAS APPROVED THIS FINAL MAP OF FIDDYMENT RANCH PHASE 3 – VILLAGE F-10 PHASE 1 AND HAS ACCEPTED ON BEHALF OF THE PUBLIC, THE PUBLIC UTILITY EASEMENTS OFFERED HEREON FOR DEDICATION AND HAS ACCEPTED, SUBJECT TO IMPROVEMENT, LOTS A, B, C, D, E, F, G, AND H, AND THE RIGHTS-OF-WAY OFFERED HEREON FOR DEDICATION, BUT HAS REJECTED AT THIS TIME, BUT RESERVES THE RIGHT TO ACCEPT AT A LATER DATE, ON BEHALF OF THE PUBLIC, THE IRREVOCABLE OFFER OF DEDICATION OF LOT I OFFERED HEREON, IN ACCORDANCE WITH THE TERMS OF THAT OFFER. THE CITY COUNCIL AND HAS APPROVED THE ABANDONMENT OF THE IRREVOCABLE OFFERS OF DEDICATIONS FOR RIGHTS-OF-WAY, PUBLIC UTILITY EASEMENTS AND PEDESTRIAN EASEMENTS IN NOTE 7 ON SHEET 2.

DATE 11/5/2020

Sonia Orozco
CITY CLERK, CITY OF ROSEVILLE

BY: _____
ASSISTANT CITY CLERK

RECORDER'S STATEMENT

FILED THIS 18th DAY OF December, 2020, AT 3:10 P M. IN BOOK FF OF MAPS, AT PAGE 31, AT THE REQUEST OF WOOD RODGERS, INC

FEE: $ 116.00

DOCUMENT NO.: 2020-0149543

BY: Ryan Ronco
RYAN RONCO
COUNTY RECORDER
COUNTY OF PLACER

BY: _____
DEPUTY RECORDER

SURVEYOR'S STATEMENT

THIS FINAL MAP OF FIDDYMENT RANCH PHASE 3 – VILLAGE F-10 PHASE 1 WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF JEN CALIFORNIA 15 LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, IN APRIL 2020. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP; THAT ALL THE MONUMENTS SHOWN HEREON ARE OF THE CHARACTER AND WILL OCCUPY THE POSITIONS AS INDICATED, OR THAT THEY WILL BE SET BY OCTOBER 31, 2022 AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

WOOD RODGERS, INC.

PROFESSIONAL LAND SURVEYOR DENNIS L. BARBER No. 8087 STATE OF CALIFORNIA

DENNIS L. BARBER
P.L.S. 8087

10/1/20
DATE

OVERALL BOUNDARY SHEET

REFERENCES:

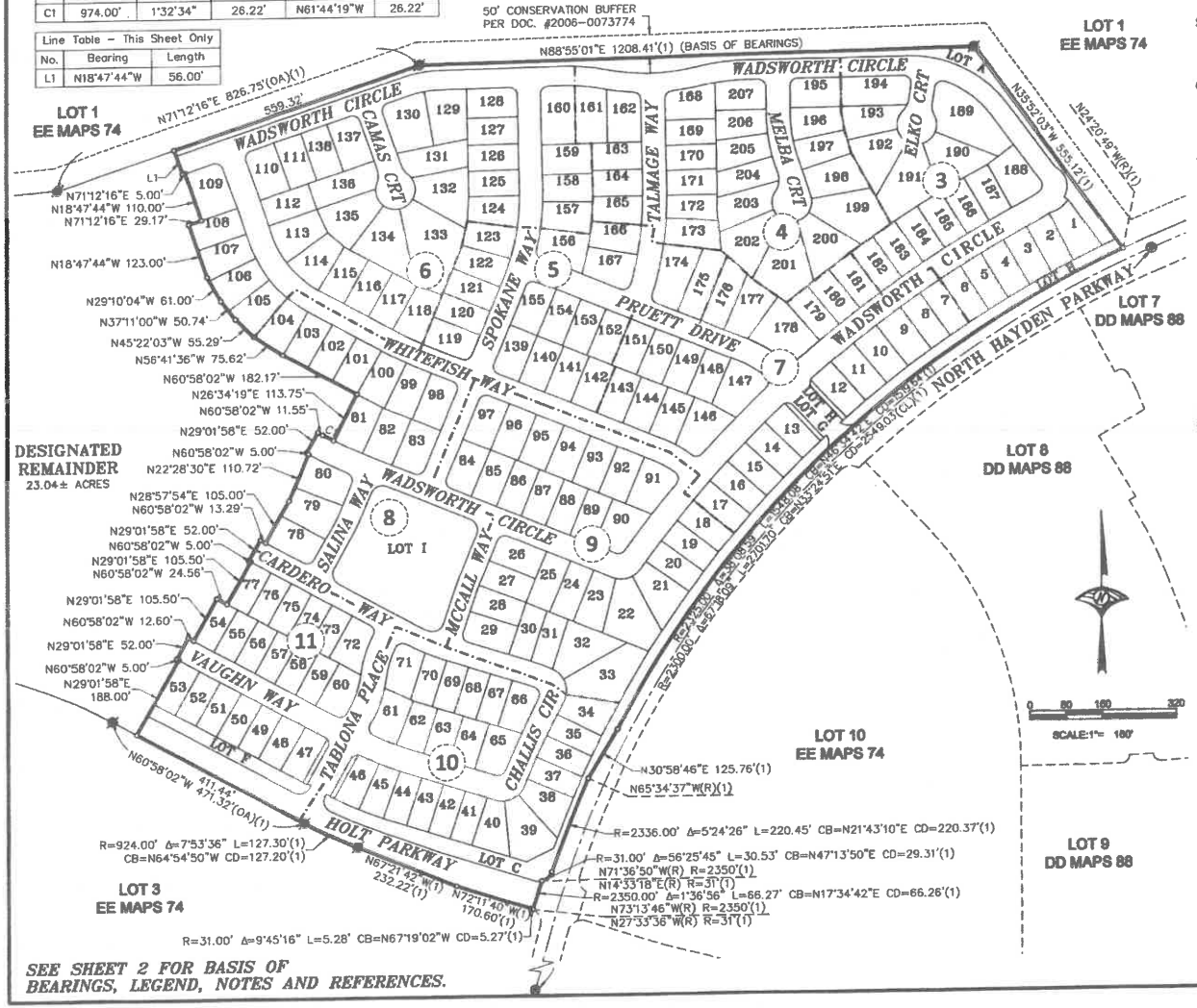
(1) EE MAPS 74 FINAL MAP OF FIDDYMENT RANCH PHASE 3 – LARGE LOT SUBDIVISION

CURVE TABLE – THIS SHEET ONLY					
No.	Radius	Delta	Length	Chord Bearing	Chord Dist
C1	974.00'	1°32'34"	26.22'	N61°44'19"W	26.22'

Line Table – This Sheet Only		
No.	Bearing	Length
L1	N18°47'44"W	56.00'

BASIS OF BEARINGS STATEMENT

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE NORTH LINE OF OF LOT 2, AS SAID LOT IS SOWN ON THAT "FINAL MAP OF FIDDYMENT RANCH PHASE 3 – LARGE LOT SUBDIVISION" FILED FOR RECORD IN BOOK EE OF MAPS, AT PAGE 74, PLACER COUNTY RECORDS. SAID BEARING IS TAKEN TO BE NORTH 88°55'01" EAST.



SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES.

NOTES

1. ALL CURVES DIMENSIONED WITH RADIUS, DELTA, ARC LENGTH, CHORD BEARING, AND CHORD DISTANCE.
2. ALL DISTANCES SHOWN HEREON ARE EXPRESSED IN FEET AND DECIMALS THEREOF.
3. DUE TO ROUNDING THE SUM OF THE INDIVIDUAL DIMENSIONS MAY NOT EQUAL THE OVERALL DIMENSION.
4. TOTAL AREA FOR THIS "FIDDYMENT RANCH PHASE 3 – VILLAGE 10 PHASE 1" SUBDIVISION IS 52.290± ACRES, CONSISTING OF 207 RESIDENTIAL LOTS, 7 LANDSCAPE LOTS, 1 OPEN SPACE LOT, 1 PARK LOT AND CREATING 1 DESIGNATED REMAINDER.
5. A GEOTECHNICAL ENGINEERING REPORT TITLED "FIDDYMENT RANCH PHASE–3" WAS PREPARED BY MID PACIFIC ENGINEERING, INC., MPE NO. 02525–33, DATED SEPTEMBER 9, 2019. A COPY OF THIS REPORT IS ON FILE FOR PUBLIC INSPECTION AT THE PUBLIC WORKS DEPARTMENT OF THE CITY OF ROSEVILLE (FILE NUMBER 308–922).
6. 5/8" REBAR CAPPED "LS 8067" WILL BE SET AT ALL REAR LOT CORNERS, ALONG WITH ALL LOT LINE ANGLE POINTS OR AT A 2.00 FOOT PROJECTION ALONG LOT LINES ADJACENT TO WALLS (2.00 FOOT BY 2.00 FOOT OFFSETS FOR ANGLE POINTS ADJACENT TO WALLS). FRONT CORNERS WILL BE SET WITH A 1" BRASS DISK STAMPED "LS 8067" AT A 1.00 FOOT PROJECTION OF THE PROPERTY LINE ONTO THE SIDEWALK.
7. PURSUANT TO SECTION 66434(g) OF THE GOVERNMENT CODE, THE FOLLOWING PUBLIC IRREVOCABLE OFFERS OF DEDICATION/RIGHTS OF WAY(IOD/RW), IRREVOCABLE OFFERS OF DEDICATION/PUBLIC UTILITY EASEMENT (IOD/PUE) AND PEDESTRIAN EASEMENT (PE) ARE HEREBY ABANDONED:

7.1. THOSE PORTIONS OF THE IOD/RW DEPICTED ON THE MAP ENTITLED "FIDDYMENT RANCH PHASE 3 – LARGE LOT SUBDIVISION", FILED IN BOOK EE OF MAPS, AT PAGE 74, O.R.P.C., WHICH LIE WITHIN THE BOUNDARY OF THIS MAP.

7.2. THOSE PORTIONS OF THE IOD/PUE DEPICTED ON THE MAP ENTITLED "FIDDYMENT RANCH PHASE 3 – LARGE LOT SUBDIVISION", FILED IN BOOK EE OF MAPS, AT PAGE 74, O.R.P.C., WHICH LIE WITHIN THE BOUNDARY OF THIS MAP.

7.3. THOSE PORTIONS OF THE PE DEPICTED ON THE MAP ENTITLED "FIDDYMENT RANCH PHASE 3 – LARGE LOT SUBDIVISION", FILED IN BOOK EE OF MAPS, AT PAGE 74, O.R.P.C., WHICH LIE WITHIN THE BOUNDARY OF THIS MAP.

LEGEND

○	DIMENSION POINT		
●	FOUND 5/8" REBAR WITH PLASTIC CAP STAMPED "LS 8067" PER EE MAPS 74		
⊕	BRASS DISK STAMPED "LS 8048" IN MONUMENT WELL TO BE SET PER BB MAPS 24		
⊙	SET BRASS DISK WITH PUNCH STAMPED "LS 8067" IN STANDARD CITY OF ROSEVILLE MONUMENT WELL		
(OA)	OVERALL DIMENSION	PUE	PUBLIC UTILITY EASEMENT
O.R.P.C.	OFFICIAL RECORDS OF PLACER COUNTY	RW	RIGHT–OF–WAY
IOD	IRREVOCABLE OFFER OF DEDICATION	(OA)	RADIAL BEARING
(R)	RADIAL BEARING	(X)	SHEET INDEX NUMBER

FINAL MAP OF

FIDDYMENT RANCH - PHASE 3 VILLAGE F-10 PHASE 1

SUBDIVISION NO. PL 14-0438

(WEST ROSEVILLE SPECIFIC PLAN PARCEL F-10A)

BEING A PORTION OF LOT 2 OF THAT CERTAIN FINAL MAP ENTITLED "FIDDYMENT RANCH PHASE 3 LARGE LOT SUBDIVISION", SUBDIVISION NO. PL-0364, BOOK EE OF MAPS, PAGE 74, O.R.P.C.

LYING WITHIN A PORTION OF SECTION 13, T. 11 N., R. 5 E., MOUNT DIABLO MERIDIAN

CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA

OCTOBER 2020

WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
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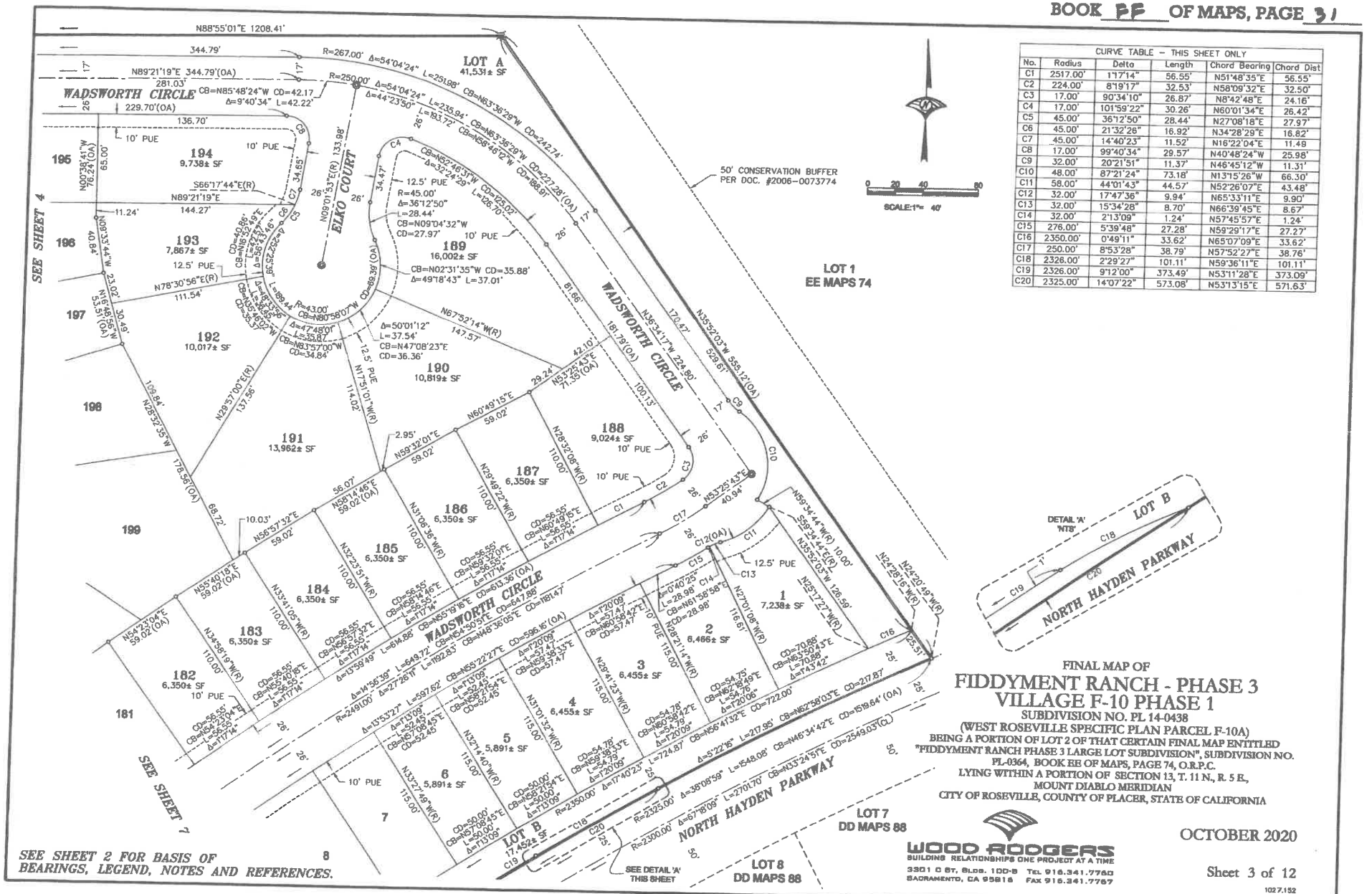
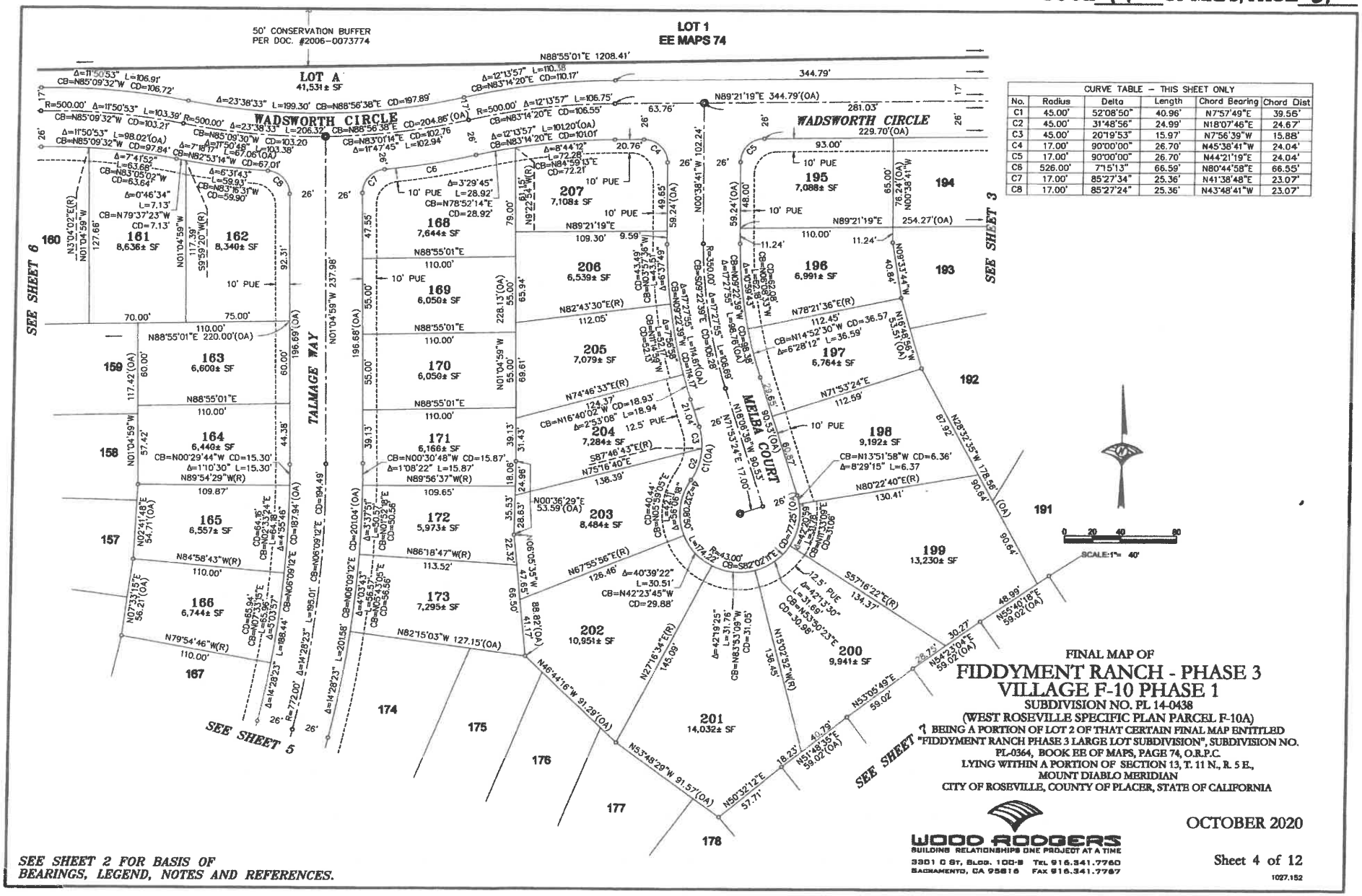
SACRAMENTO, CA 95816 FAX 916.341.7767

1027.152


N88°55'01"E 1208.41'
344.79'
R=267.00' Δ=54°04'24" L=251.98' CB=N63°36'29"W CD=242.74'
LOT A
41,531± SF
N89°21'19"E 344.79'(OA)
281.03'
WADSWORTH CIRCLE
CB=N85°48'24"W CD=42.17
Δ=9°40'34" L=42.22'
R=250.00' Δ=54°04'24" L=235.94' CB=N63°36'29"W CD=227.28'(OA)
Δ=44°23'50" L=193.72' CB=N68°46'12"W CD=188.91'
229.70'(OA)
136.70'
10' PUE
ELKO COURT
N09°03'53"E(R) 133.98'
195
194
9,738± SF
196
193
7,867± SF
12.5' PUE
S66°17'44"E(R)
N89°21'19"E
144.27'
11.24'
N00°38'41"W 76.24'(OA)
65.00'
N00°53'44"W 80.84'
23.02'
N19°58'56"W 53.51'(OA)
30.49'
CB=N80°58'07"W CD=89.39'(OA)
R=43.00' CB=N80°58'07"W
Δ=47°48'01" L=35.87' CB=N83°57'00"W CD=34.84'
Δ=50°01'12" L=37.54' CB=N47°08'23"E CD=36.36'
N67°52'14"W(R) 147.57'
N17°51'01"W(R) 114.02'
12.5' PUE
N29°57'00"E(R) 137.56'
N28°32'35"W 178.58'(OA)
198
192
10,017± SF
197
199
191
13,962± SF
189
16,002± SF
CB=N02°31'35"W CD=35.88'
Δ=49°18'43" L=37.01'
190
10,819± SF
N63°25'43"E 71.59'(OA)
42.10'
29.24'
N60°49'15"E 59.02'
2.95'
N59°32'01"E 59.02'
188
9,024± SF
187
6,350± SF
186
6,350± SF
185
6,350± SF
184
6,350± SF
183
6,350± SF
182
6,350± SF
181
N28°32'08"W(R) 110.00'
N29°49'22"W(R) 110.00'
N31°06'36"W(R) 110.00'
N32°23'51"W(R) 110.00'
N33°41'05"W(R) 110.00'
N34°58'19"W(R) 110.00'
N36°15'33"W(R) 110.00'
N37°32'47"W(R) 110.00'
N38°49'59"W(R) 110.00'
N40°07'13"W(R) 110.00'
N41°24'27"W(R) 110.00'
N42°41'41"W(R) 110.00'
N43°58'55"W(R) 110.00'
N45°16'09"W(R) 110.00'
N46°33'23"W(R) 110.00'
N47°50'37"W(R) 110.00'
N49°07'51"W(R) 110.00'
N50°25'05"W(R) 110.00'
N51°42'19"W(R) 110.00'
N53°00'33"W(R) 110.00'
N54°17'47"W(R) 110.00'
N55°35'01"W(R) 110.00'
N56°52'15"W(R) 110.00'
N58°09'29"W(R) 110.00'
N59°26'43"W(R) 110.00'
N60°43'57"W(R) 110.00'
N62°01'11"W(R) 110.00'
N63°18'25"W(R) 110.00'
N64°35'39"W(R) 110.00'
N65°52'53"W(R) 110.00'
N67°10'07"W(R) 110.00'
N68°27'21"W(R) 110.00'
N69°44'35"W(R) 110.00'
N70°01'49"W(R) 110.00'
N71°19'03"W(R) 110.00'
N72°36'17"W(R) 110.00'
N73°53'31"W(R) 110.00'
N75°10'45"W(R) 110.00'
N76°27'59"W(R) 110.00'
N77°45'13"W(R) 110.00'
N79°02'27"W(R) 110.00'
N80°19'41"W(R) 110.00'
N81°36'55"W(R) 110.00'
N82°54'09"W(R) 110.00'
N84°11'23"W(R) 110.00'
N85°28'37"W(R) 110.00'
N86°45'51"W(R) 110.00'
N88°03'05"W(R) 110.00'
N89°20'19"W(R) 110.00'
N89°21'19"E 344.79'(OA)
N89°21'19"E 281.03'
N89°21'19"E 229.70'(OA)
N89°21'19"E 136.70'
N89°21'19"E 144.27'
N89°21'19"E 111.54'
N89°21'19"E 59.02'(OA)
N89°21'19"E 59.02'
N89°21'19"E 59.02'(OA)
N89°21'19"E 59.02'(OA)
N89°21'19"E 59.02'(OA)



CURVE TABLE – THIS SHEET ONLY					
No.	Radius	Delta	Length	Chord Bearing	Chord Dist
C1	45.00'	52°08'50"	40.96'	N7°57'49"E	39.56'
C2	45.00'	31°48'56"	24.99'	N18°07'46"E	24.67'
C3	45.00'	20°19'53"	15.97'	N7°56'39"W	15.88'
C4	17.00'	90°00'00"	26.70'	N45°38'41"W	24.04'
C5	17.00'	90°00'00"	26.70'	N44°21'19"E	24.04'
C6	526.00'	7°15'13"	66.59'	N80°44'58"E	66.55'
C7	17.00'	85°27'34"	25.36'	N41°38'48"E	23.07'
C8	17.00'	85°27'24"	25.36'	N43°48'41"W	23.07'

FINAL MAP OF

FIDDYMENT RANCH - PHASE 3
VILLAGE F-10 PHASE 1

SUBDIVISION NO. PL 14-0438

(WEST ROSEVILLE SPECIFIC PLAN PARCEL F-10A)

BEING A PORTION OF LOT 2 OF THAT CERTAIN FINAL MAP ENTITLED "FIDDYMENT RANCH PHASE 3 LARGE LOT SUBDIVISION", SUBDIVISION NO. PL-0364, BOOK EE OF MAPS, PAGE 74, O.R.P.C.
LYING WITHIN A PORTION OF SECTION 13, T. 11 N., R. 5 E., MOUNT DIABLO MERIDIAN
CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA

OCTOBER 2020

SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES.

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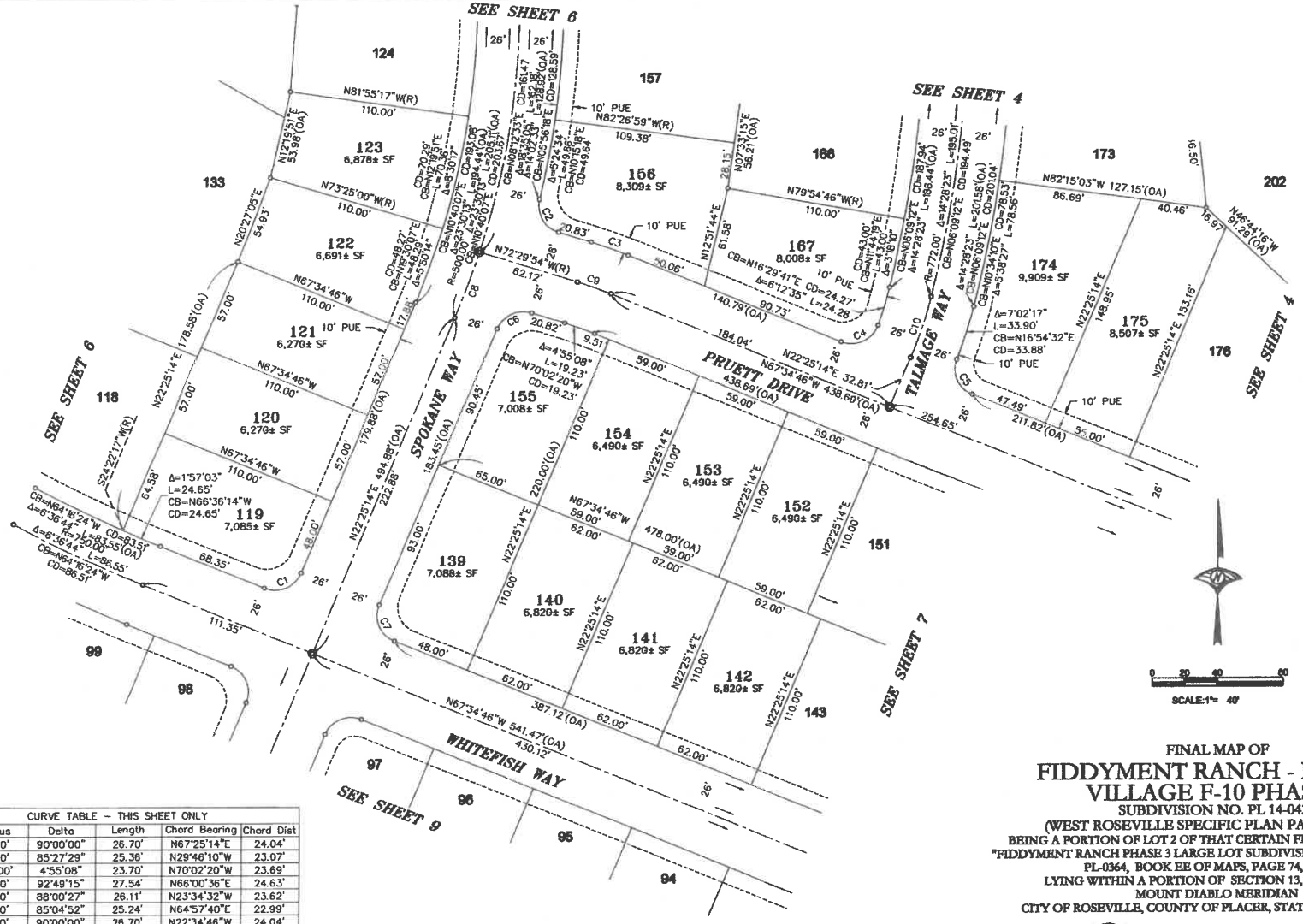

CURVE TABLE – THIS SHEET ONLY					
No.	Radius	Delta	Length	Chord Bearing	Chord Dist
C1	17.00'	90°00'00"	26.70'	N67°25'14"E	24.04'
C2	17.00'	85°27'29"	25.36'	N29°46'10"W	23.07'
C3	276.00'	4°55'08"	23.70'	N70°02'20"W	23.69'
C4	17.00'	92°49'15"	27.54'	N66°00'36"E	24.63'
C5	17.00'	88°00'27"	26.11'	N23°34'32"W	23.62'
C6	17.00'	85°04'52"	25.24'	N64°57'40"E	22.99'
C7	17.00'	90°00'00"	26.70'	N22°34'46"W	24.04'
C8	500.00'	4°55'08"	42.93'	N19°57'40"E	42.91'
C9	250.00'	4°55'08"	21.46'	N70°02'20"W	21.46'
C10	250.00'	9°01'50"	39.40'	N17°54'19"E	39.36'

SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES.

FINAL MAP OF

FIDDYMENT RANCH - PHASE 3
VILLAGE F-10 PHASE 1

SUBDIVISION NO. PL 14-0438
(WEST ROSEVILLE SPECIFIC PLAN PARCEL F-10A)
BEING A PORTION OF LOT 2 OF THAT CERTAIN FINAL MAP ENTITLED "FIDDYMENT RANCH PHASE 3 LARGE LOT SUBDIVISION", SUBDIVISION NO. PL-0364, BOOK EE OF MAPS, PAGE 74, O.R.P.C.
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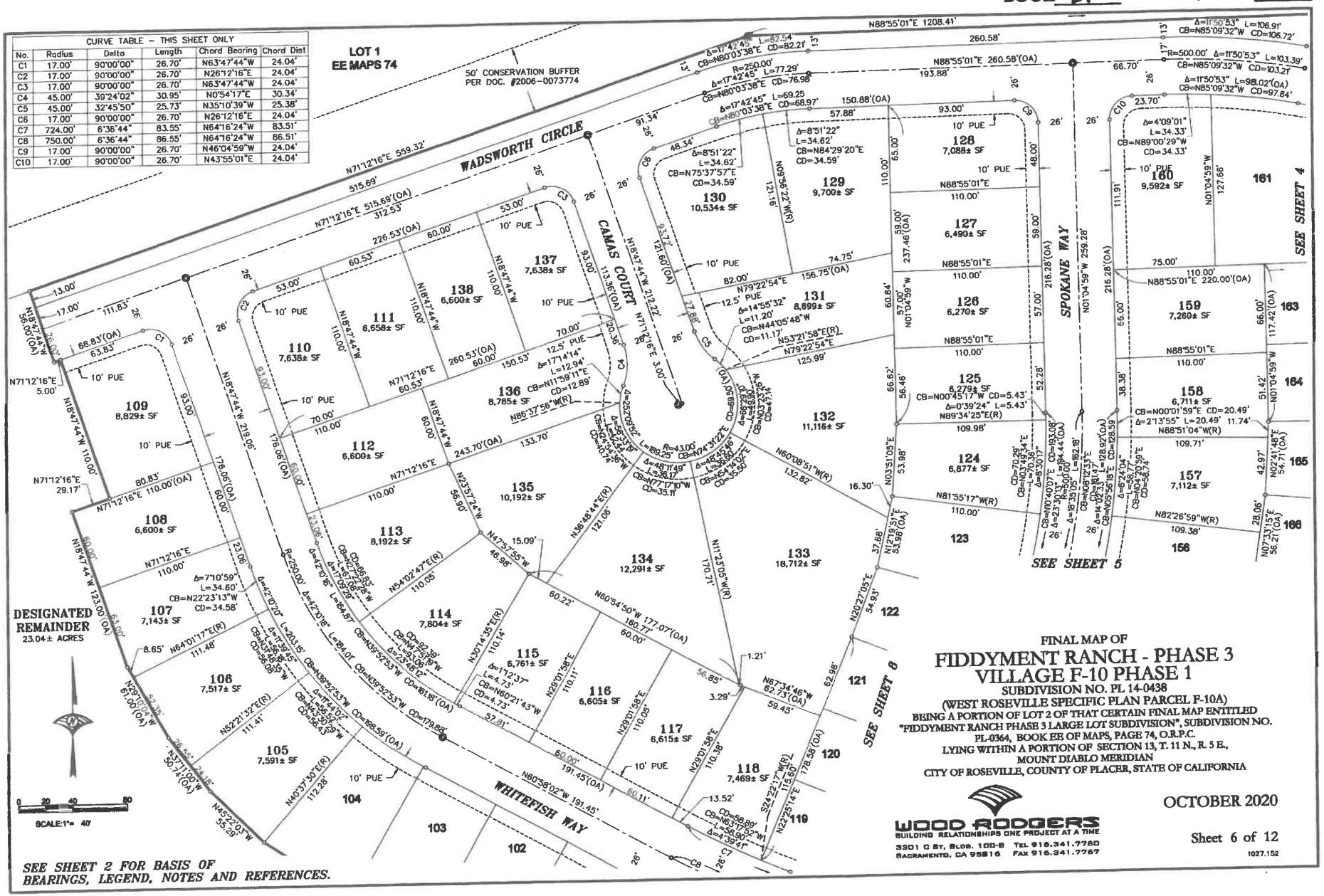
CURVE TABLE – THIS SHEET ONLY
No. | Radius | Delta | Length | Chord Bearing | Chord Dist
C1 | 17.00' | 90°00'00" | 26.70' | N63°47'44"W | 24.04'
C2 | 17.00' | 90°00'00" | 26.70' | N26°12'16"E | 24.04'
C3 | 17.00' | 90°00'00" | 26.70' | N63°47'44"W | 24.04'
C4 | 45.00' | 39°24'02" | 30.95' | N0°54'17"E | 30.34'
C5 | 45.00' | 32°45'50" | 25.73' | N35°10'39"W | 25.38'
C6 | 17.00' | 90°00'00" | 26.70' | N26°12'16"E | 24.04'
C7 | 724.00' | 6°36'44" | 83.55' | N64°16'24"W | 83.51'
C8 | 750.00' | 6°36'44" | 86.55' | N64°16'24"W | 86.51'
C9 | 17.00' | 90°00'00" | 26.70' | N46°04'59"W | 24.04'
C10 | 17.00' | 90°00'00" | 26.70' | N43°55'01"E | 24.04'
LOT 1 EE MAPS 74
50' CONSERVATION BUFFER PER DOC. #2006-0073774
WADSWORTH CIRCLE
CAMAS COURT
SPOKANE WAY
WHITEFISH WAY
DESIGNATED REMAINDER 23.04± ACRES
SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES.
SEE SHEET 4
SEE SHEET 5
SEE SHEET 8
SCALE:1"= 40'
FINAL MAP OF
FIDDYMENT RANCH - PHASE 3
VILLAGE F-10 PHASE 1
SUBDIVISION NO. PL 14-0438
(WEST ROSEVILLE SPECIFIC PLAN PARCEL F-10A)
BEING A PORTION OF LOT 2 OF THAT CERTAIN FINAL MAP ENTITLED "FIDDYMENT RANCH PHASE 3 LARGE LOT SUBDIVISION", SUBDIVISION NO. PL-0364, BOOK EE OF MAPS, PAGE 74, O.R.P.C.
LYING WITHIN A PORTION OF SECTION 13, T. 11 N., R. 5 E., MOUNT DIABLO MERIDIAN
CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA
OCTOBER 2020
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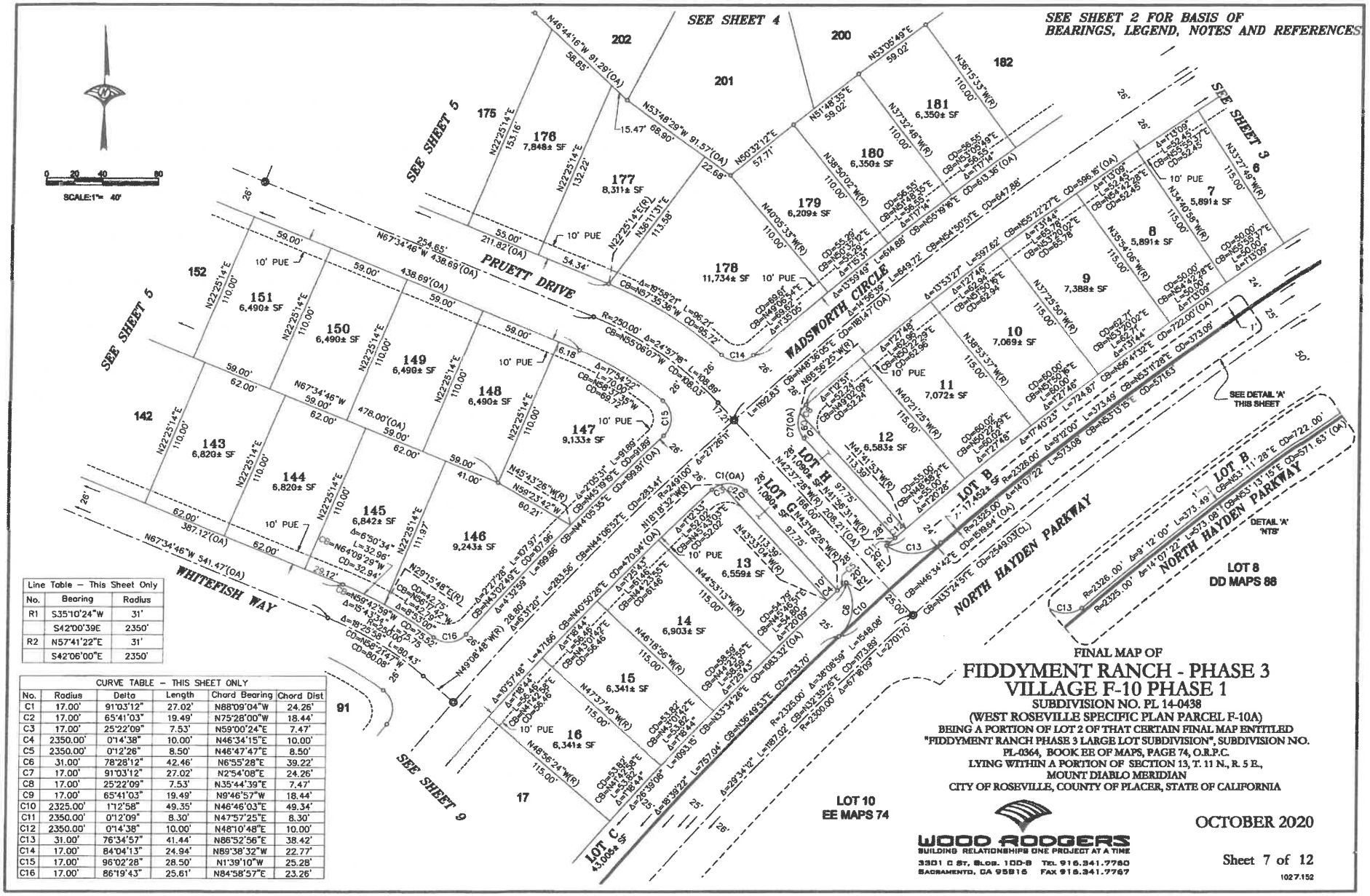
3301 C ST, BLDG. 100-B SACRAMENTO, CA 95816
TEL 916.341.7760 FAX 916.341.7767
Sheet 6 of 12
1027.152



Line Table – This Sheet Only		
No.	Bearing	Radius
R1	S35°10'24"W	31'
	S42°00'39E	2350'
R2	N57°41'22"E	31'
	S42°06'00"E	2350'

CURVE TABLE – THIS SHEET ONLY					
No.	Radius	Delta	Length	Chord Bearing	Chord Dist
C1	17.00'	91°03'12"	27.02'	N88°09'04"W	24.26'
C2	17.00'	65°41'03"	19.49'	N75°28'00"W	18.44'
C3	17.00'	25°22'09"	7.53'	N59°00'24"E	7.47'
C4	2350.00'	0°14'38"	10.00'	N46°34'15"E	10.00'
C5	2350.00'	0°12'26"	8.50'	N46°47'47"E	8.50'
C6	31.00'	78°28'12"	42.46'	N6°55'28"E	39.22'
C7	17.00'	91°03'12"	27.02'	N2°54'08"E	24.26'
C8	17.00'	25°22'09"	7.53'	N35°44'39"E	7.47'
C9	17.00'	65°41'03"	19.49'	N9°46'57"W	18.44'
C10	2325.00'	1°12'58"	49.35'	N46°46'03"E	49.34'
C11	2350.00'	0°12'09"	8.30'	N47°57'25"E	8.30'
C12	2350.00'	0°14'38"	10.00'	N48°10'48"E	10.00'
C13	31.00'	76°34'57"	41.44'	N86°52'56"E	38.42'
C14	17.00'	84°04'13"	24.94'	N89°38'32"W	22.77'
C15	17.00'	96°02'28"	28.50'	N1°39'10"W	25.28'
C16	17.00'	86°19'43"	25.61'	N84°58'57"E	23.26'

FINAL MAP OF

FIDDYMENT RANCH - PHASE 3
VILLAGE F-10 PHASE 1

SUBDIVISION NO. PL 14-0438

(WEST ROSEVILLE SPECIFIC PLAN PARCEL F-10A)

BEING A PORTION OF LOT 2 OF THAT CERTAIN FINAL MAP ENTITLED "FIDDYMENT RANCH PHASE 3 LARGE LOT SUBDIVISION", SUBDIVISION NO. PL-0364, BOOK EE OF MAPS, PAGE 74, O.R.P.C.
LYING WITHIN A PORTION OF SECTION 13, T. 11 N., R. 5 E., MOUNT DIABLO MERIDIAN
CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA

OCTOBER 2020

WOOD RODGERS
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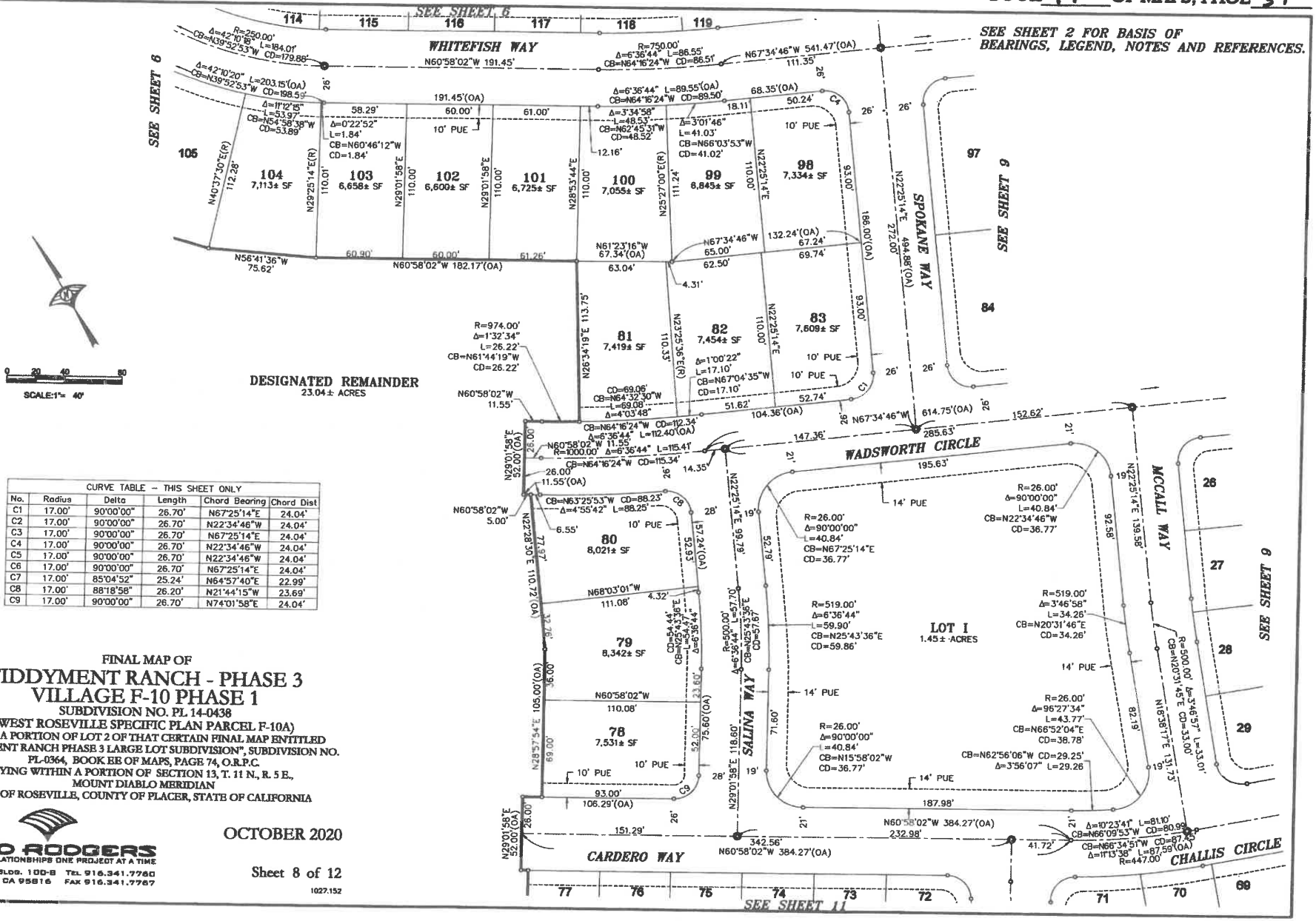

CURVE TABLE – THIS SHEET ONLY					
No.	Radius	Delta	Length	Chord Bearing	Chord Dist
C1	17.00'	90°00'00"	26.70'	N67°25'14"E	24.04'
C2	17.00'	90°00'00"	26.70'	N22°34'46"W	24.04'
C3	17.00'	90°00'00"	26.70'	N67°25'14"E	24.04'
C4	17.00'	90°00'00"	26.70'	N22°34'46"W	24.04'
C5	17.00'	90°00'00"	26.70'	N22°34'46"W	24.04'
C6	17.00'	90°00'00"	26.70'	N67°25'14"E	24.04'
C7	17.00'	85°04'52"	25.24'	N64°57'40"E	22.99'
C8	17.00'	88°18'58"	26.20'	N21°44'15"W	23.69'
C9	17.00'	90°00'00"	26.70'	N74°01'58"E	24.04'

FINAL MAP OF

FIDDYMENT RANCH - PHASE 3
VILLAGE F-10 PHASE 1

SUBDIVISION NO. PL 14-0438

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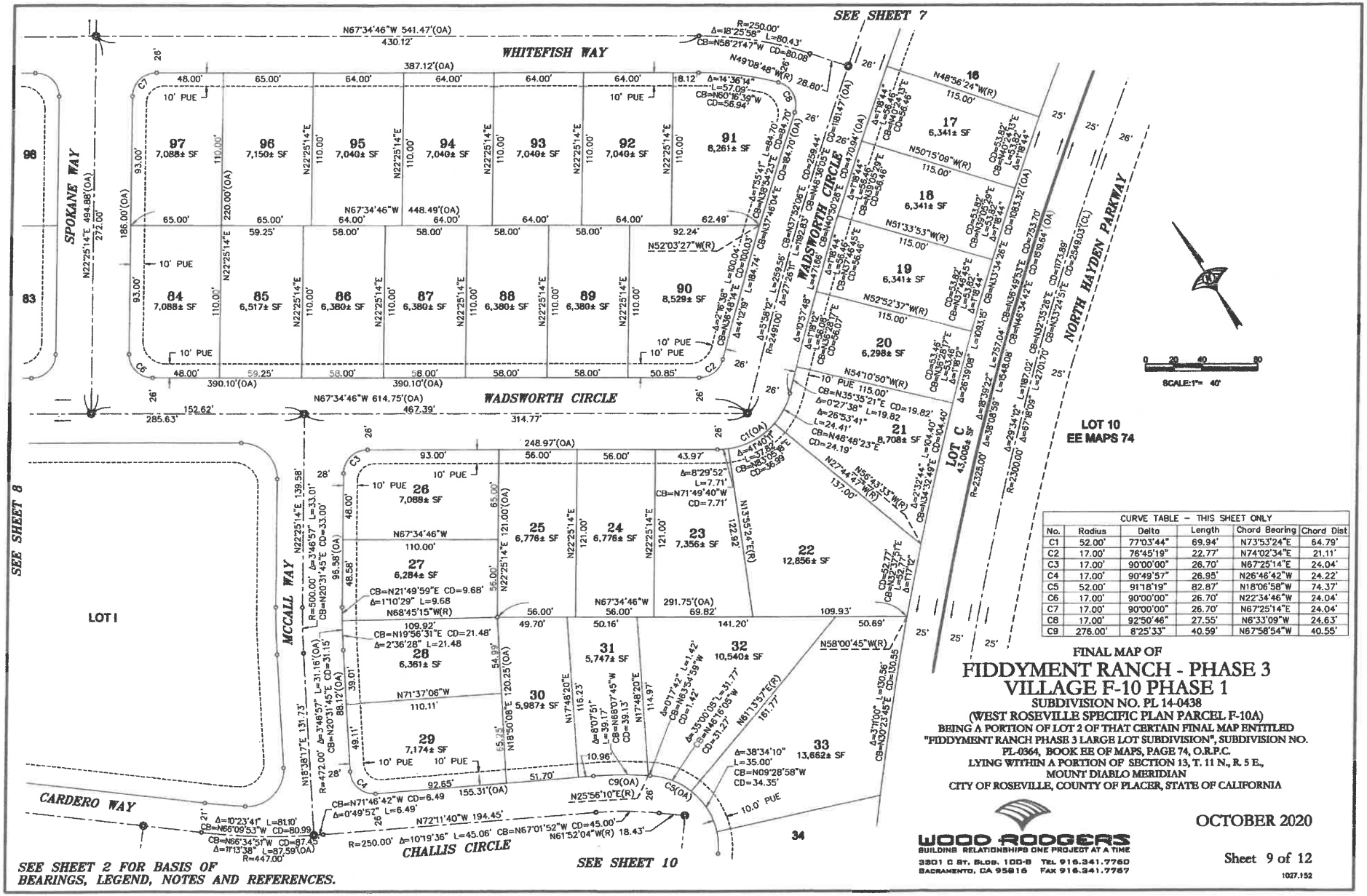

CURVE TABLE – THIS SHEET ONLY					
No.	Radius	Delta	Length	Chord Bearing	Chord Dist
C1	52.00'	77°03'44"	69.94'	N73°53'24"E	64.79'
C2	17.00'	76°45'19"	22.77'	N74°02'34"E	21.11'
C3	17.00'	90°00'00"	26.70'	N67°25'14"E	24.04'
C4	17.00'	90°49'57"	26.95'	N26°46'42"W	24.22'
C5	52.00'	91°18'19"	82.87'	N18°06'58"W	74.37'
C6	17.00'	90°00'00"	26.70'	N22°34'46"W	24.04'
C7	17.00'	90°00'00"	26.70'	N67°25'14"E	24.04'
C8	17.00'	92°50'46"	27.55'	N6°33'09"W	24.63'
C9	276.00'	8°25'33"	40.59'	N67°58'54"W	40.55'

FINAL MAP OF

FIDDYMENT RANCH - PHASE 3
VILLAGE F-10 PHASE 1

SUBDIVISION NO. PL 14-0438

(WEST ROSEVILLE SPECIFIC PLAN PARCEL F-10A)

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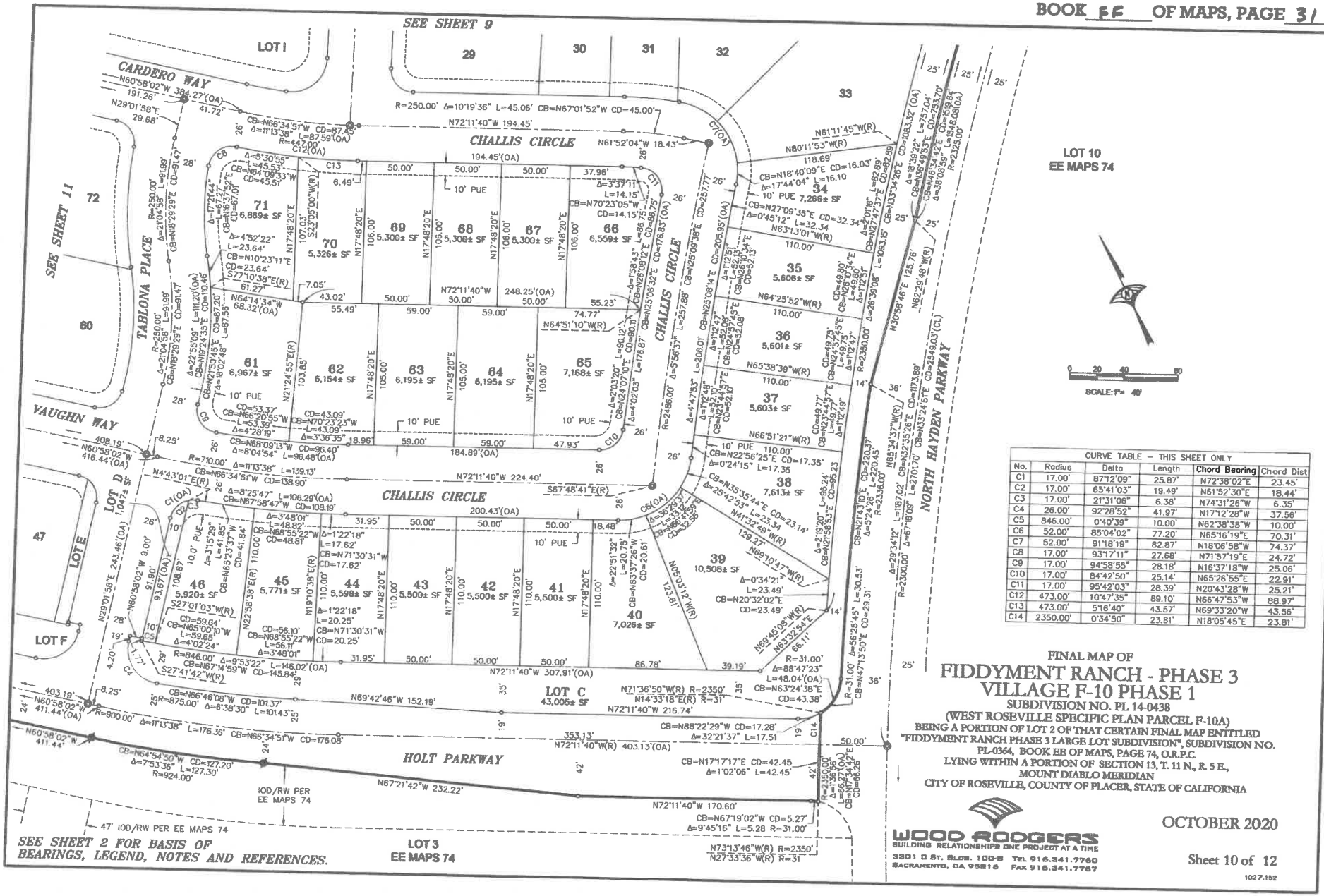

CURVE TABLE – THIS SHEET ONLY					
No.	Radius	Delta	Length	Chord Bearing	Chord Dist
C1	17.00'	87°12'09"	25.87'	N72°38'02"E	23.45'
C2	17.00'	65°41'03"	19.49'	N61°52'30"E	18.44'
C3	17.00'	21°31'06"	6.38'	N74°31'26"W	6.35'
C4	26.00'	92°28'52"	41.97'	N17°12'28"W	37.56'
C5	846.00'	0°40'39"	10.00'	N62°38'38"W	10.00'
C6	52.00'	85°04'02"	77.20'	N65°16'19"E	70.31'
C7	52.00'	91°18'19"	82.87'	N18°06'58"W	74.37'
C8	17.00'	93°17'11"	27.68'	N71°57'19"E	24.72'
C9	17.00'	94°58'55"	28.18'	N16°37'18"W	25.06'
C10	17.00'	84°42'50"	25.14'	N65°26'55"E	22.91'
C11	17.00'	95°42'03"	28.39'	N20°43'28"W	25.21'
C12	473.00'	10°47'35"	89.10'	N66°47'53"W	88.97'
C13	473.00'	5°16'40"	43.57'	N69°33'20"W	43.56'
C14	2350.00'	0°34'50"	23.81'	N18°05'45"E	23.81'

FINAL MAP OF

FIDDYMENT RANCH - PHASE 3
VILLAGE F-10 PHASE 1

SUBDIVISION NO. PL 14-0438
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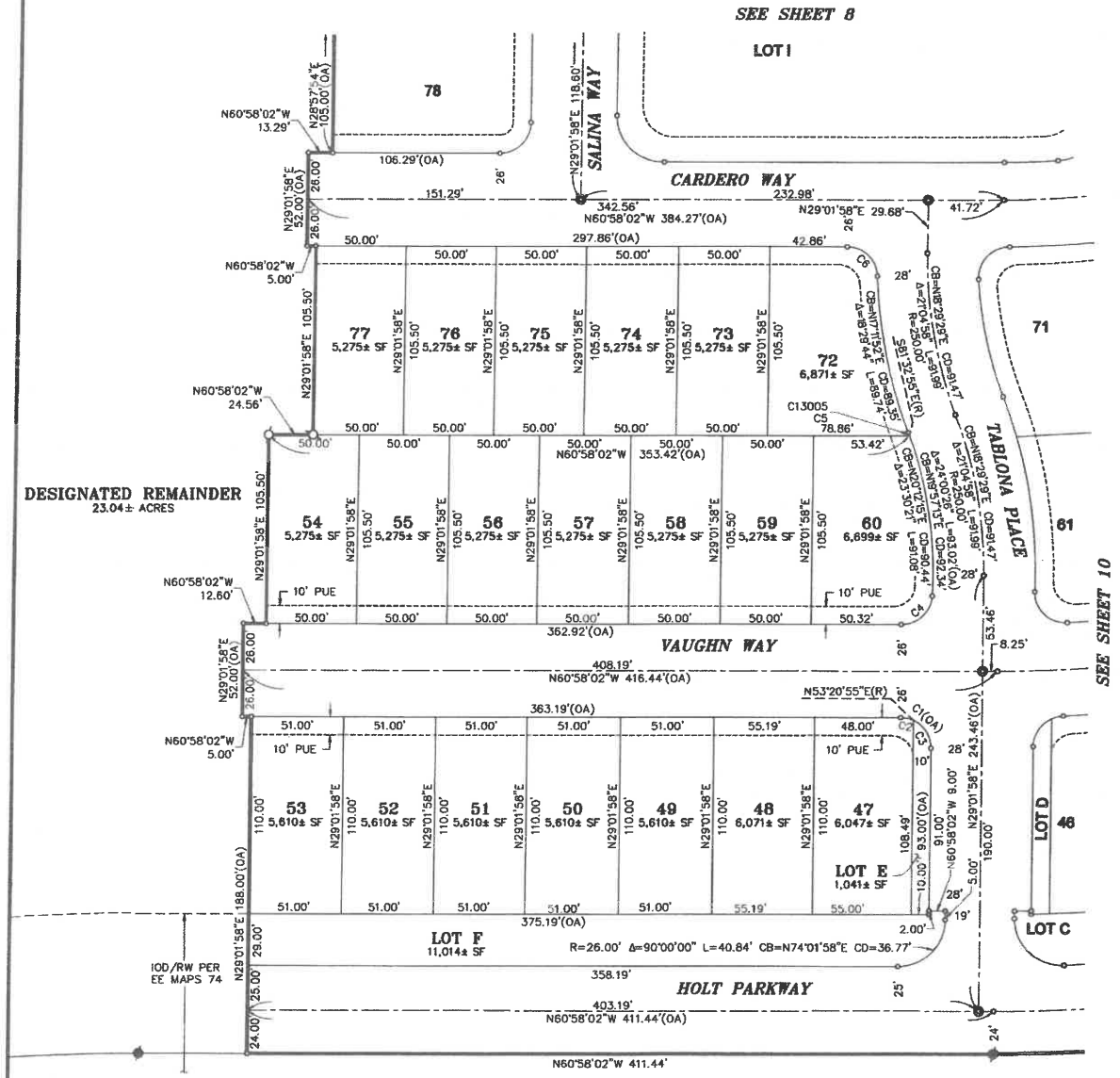

CURVE TABLE – THIS SHEET ONLY					
No.	Radius	Delta	Length	Chord Bearing	Chord Dist
C1	17.00'	90°00'00"	26.70'	N15°58'02"W	24.04'
C2	17.00'	24°18'57"	7.21'	N48°48'34"W	7.16'
C3	17.00'	65°41'03"	19.49'	N03°48'34"W	18.44'
C4	17.00'	87°04'32"	25.84'	N75°29'42"E	23.42'
C5	222.00'	0°30'05"	1.94'	N8°12'02"E	1.94'
C6	17.00'	87°24'45"	25.94'	N17°15'39"W	23.49'

0 20 40 80
SCALE:1"= 40'

FINAL MAP OF

FIDDYMENT RANCH - PHASE 3
VILLAGE F-10 PHASE 1

SUBDIVISION NO. PL 14-0438
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SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES.

1027.152

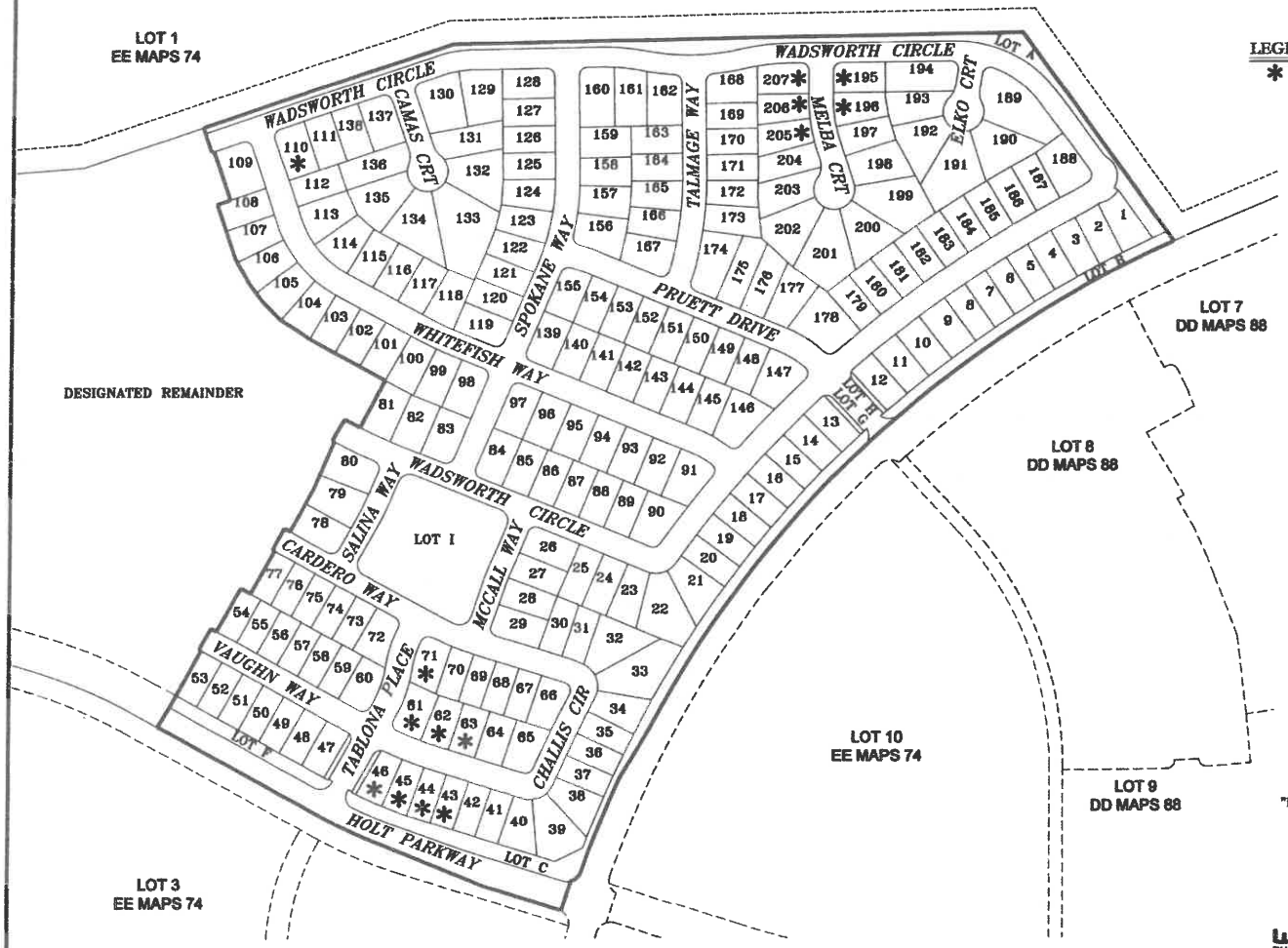
INFORMATIONAL SHEET

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

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

LEGEND

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



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1027.152

SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES.

COUNCIL COMMUNICATION

CC #: 1717
File #: 0800-03

Title:	Relocation of Overhead Electric Lines on Parcel F-55 - Easement Relocation Agreement
Contact:	Beth Taylor 916-746-1300 bftaylor@roseville.ca.us

Meeting Date: 9/15/2021
Item #: 7.5.

RECOMMENDATION TO COUNCIL

Staff recommends the City Council adopt a resolution approving an Easement Relocation Agreement with Pacific Gas and Electric Company and authorizing the City Manager to execute it on behalf of the City of Roseville.

BACKGROUND

At their July 17, 2019 meeting, Council approved a resolution finding that the exchange of a portion of City-owned Parcel F-55 located in the West Roseville Specific Plan for Parcel W-60a owned by Westpark Communities was in the City's best interest, and authorized the City Manager to execute a Purchase and Sale Agreement and Escrow Instructions. Subsequently, the Purchase and Sale Agreement and a letter agreement entered into between the City and Westpark on March 25, 2020 requires that the City relocate the 60 kV Pacific Gas and Electric Company (PG&E) power lines that currently traverse parcel F-55.

Staff coordinated closely with PG&E to develop the relocation plans for the utilization of existing underground infrastructure along Hayden Parkway and the construction of new above-ground infrastructure along Blue Oaks Boulevard. At the April 7, 2021 meeting, Council approved a resolution entering into agreements with PG&E to complete the relocation along the Hayden Pkwy and Blue Oaks Blvd. alignment. This new alignment crosses two City-owned properties, APN 017-101-023 and 492-012-097, prior to reconnecting to the existing PG&E power line. Both parcels have existing PG&E easements which are aligned with the existing above-ground electrical lines through the property. The Easement Relocation Agreement would move the existing easement to follow the path of the new above-ground electrical line relocation along Blue Oaks Blvd.

Staff has reviewed the PG&E Easement Relocation Agreement and recommends that the City execute it so the relocation of the overhead electrical lines can proceed as planned.

FISCAL IMPACT

No costs are associated with this agreement.

ENVIRONMENTAL REVIEW

The proposed project involves the replacement and reconstruction of existing facilities. This activity is categorically exempt from CEQA as a Class 2 Exemption (State CEQA Guidelines Section 15302). The proposed project also involves minor alteration in the condition of the land, water, and or vegetation which will not remove healthy, mature scenic trees. This activity is categorically exempt from CEQA as a Class 4 Exemption (State CEQA Guidelines Section 15304). The Exemption has been prepared and no further CEQA action is required.

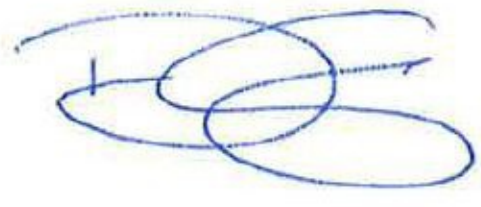
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Beth Taylor, Assistant Engineer

Jason Shykowski, Public Works Director



_____

Dominick Casey, City Manager

ATTACHMENTS:

Description

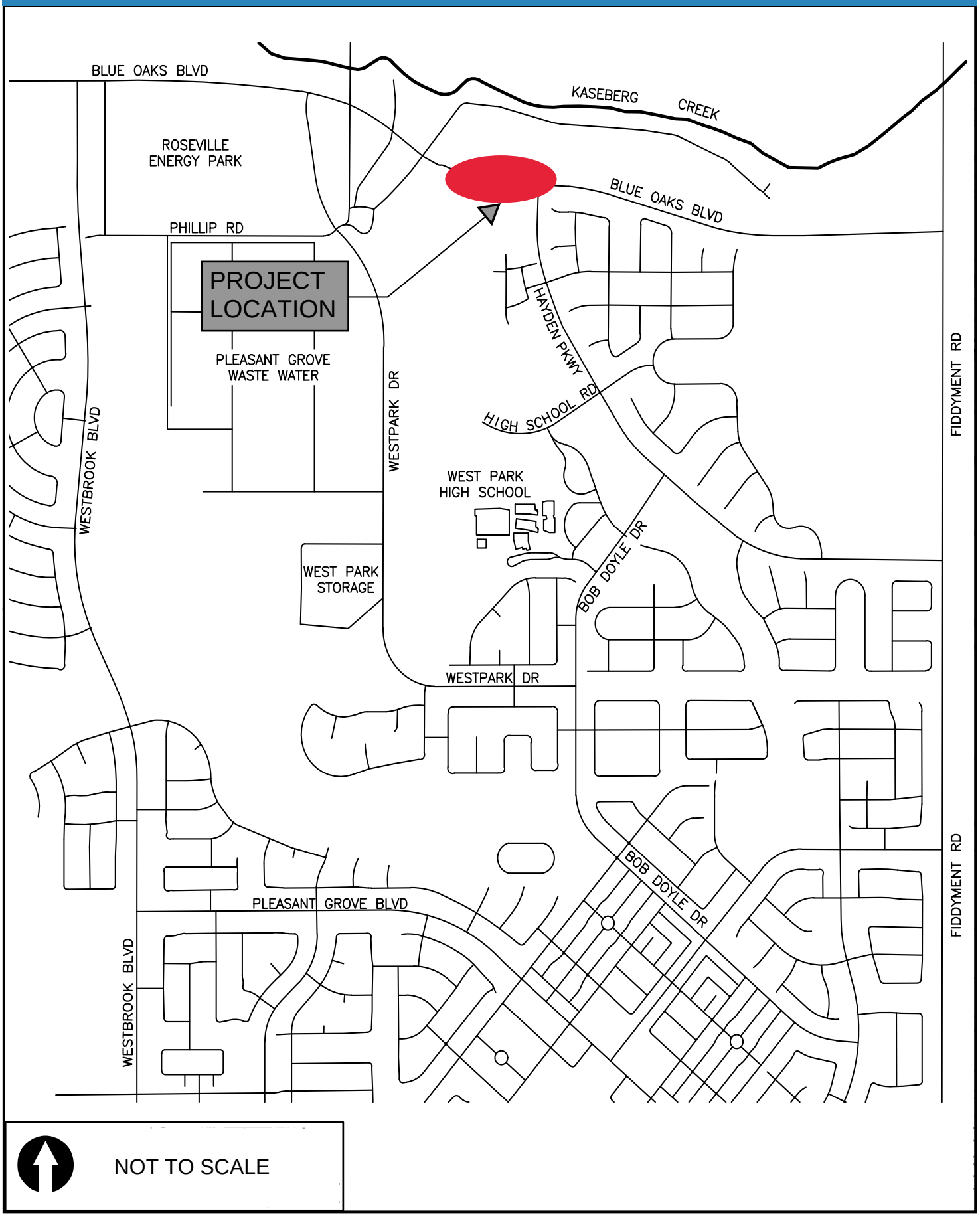
OH Line Relocation Location Map

Resolution 21-407

Easement Relocation Agreement

CITY OF ROSEVILLE CALIFORNIA

Relocation of Overhead Lines on Parcel F-55
Blue Oaks Blvd and Hayden Parkway



RESOLUTION NO. 21-407

APPROVING AN EASEMENT RELOCATION AGREEMENT, BY AND BETWEEN PACIFIC GAS AND ELECTRIC COMPANYAND THE CITY OF ROSEVILLE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, on July 17, 2019, Council approved a resolution finding that the exchange of a portion of City-owned Parcel F-55 located in the West Roseville Specific Plan for Parcel W-60a owned by Westpark Communities was in the City's best interest, and authorized the City Manager to execute a Purchase and Sale Agreement and Escrow Instructions; and

WHEREAS, the Purchase and Sale Agreement and a letter agreement entered into between the City and Westpark on March 25, 2020 requires that the City relocate the 60 kV Pacific Gas and Electric Company (PG&E) power lines that currently traverse parcel F-55; and

WHEREAS, on April 7, 2021, Council approved a resolution entering into agreements with PG&E to complete the relocation along the Hayden Pkwy and Blue Oaks Blvd. alignment; and

WHEREAS, the new alignment crosses two City-owned properties, APN 017-101-023 and 492-012-097, prior to reconnecting to the existing PG&E power line; and

WHEREAS, the Easement Relocation Agreement would move the existing easement to follow the path of the new above-ground electrical line relocation along Blue Oaks Blvd; and

WHEREAS, the Easement Relocation Agreement, by and between the City of Roseville and Pacific Gas and Electric Company, has been reviewed by the City Council.

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

Relocation Agm., Add'l rts., smaller lands (12/14) Modified (07/30/21)

RECORDING REQUESTED BY AND RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY
245 Market Street, N10A, Room 1015
P.O. Box 770000
San Francisco, California 94177

Location: City/Uninc_____
Recording Fee $_____
Document Transfer Tax $ _____
[ ] This is a conveyance where the consideration and Value is less than $100.00 (R&T 11911).
[ ] Computed on Full Value of Property Conveyed, or
[ ] Computed on Full Value Less Liens & Encumbrances Remaining at Time of Sale
[ ] Exempt from the fee per GC 27388.1 (a) (2); This document is subject to Documentary Transfer Tax

_____
Signature of declarant or agent determining tax

(SPACE ABOVE FOR RECORDER'S USE ONLY)

LD 2111-05-10021

AGREEMENT

35156778

EASEMENT RELOCATION AGREEMENT

CITY OF ROSEVILLE, a municipal corporation, hereinafter called Grantor, makes this agreement with PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called Grantee, for the purpose of changing the location of the right of way and easement along a portion of the route in the deed from W. F. Fiddyment and Ella Fiddyment to Pacific Gas and Electric Company dated May 11, 1929 and recorded in Book 272 of Official Records at page 211, Records of the County of Placer, State of California, under and by virtue of which Grantee is the owner of certain rights in, on, over, and across the lands described in said deed dated May 11, 1929, which include the lands of Grantor, situate in the City of Roseville, said County of Placer, described as follows:

(APN 017-101-023 and 492-012-097)

The two parcels of land a) described in the deed from Herman B. and Shirley L. Kurtz, Trustees of the Herman B. and Shirley L. Kurtz Family Revocable Trust, to the City of Roseville dated July 6, 1999 and recorded as Document No. 99-0081607, Placer County Records, and b) PARCEL 2 as shown upon the Parcel Map filed for record May 14, 2020 in Book 36 of Parcel Maps at page 28, Placer County Records.

IN CONNECTION therewith Grantee requires the additional rights to perform vegetation management work and restrict building and structures near Grantee's facilities.

NOW, THEREFORE, the parties hereto agree that the location of the right of way and easement within the portion of said route shown upon the print of Grantee's drawing marked EXHIBIT "A" lying within Grantor's lands be, and it hereby is, changed to the strip of land of the uniform width of 30 feet lying 15 on each side of the alignment of the facilities initially

installed hereunder. The approximate location of said facilities are delineated by the heavy dashed line and are shown upon the print of Grantee's drawing marked EXHIBIT "A" attached hereto and made a part hereof; together with such anchors, guy wires and cables, guy stubs, and fixtures as Grantee deems necessary, extending outside of said strip of land installed at such locations as Grantee shall from time to time deem necessary.

Grantor also grants to Grantee the right to from time to time, to trim or to cut down, without Grantee paying compensation, any and all trees and brush now or hereafter within said easement area, and shall have the further right, from time to time, to trim and cut down trees and brush along each side of said easement area which now or hereafter in the opinion of Grantee may interfere with or be a hazard to the facilities installed hereunder, or as Grantee deems necessary to comply with applicable state or federal regulations within said strip of land.

Grantor further agrees not to place or construct, nor allow a third party to place or construct, any building or other structure, or store flammable substances, or drill or operate any well, or construct any reservoir or other obstruction within said easement area, or diminish or substantially add to the ground level within said easement area, or construct any fences that will interfere with the maintenance and operation of said facilities.

As so modified the rights granted by said deed dated May 11, 1929 are hereby confirmed in Grantee on the terms and conditions therein set forth.

Except as expressly set forth herein, this agreement shall not in any way alter, modify, or terminate any provision of said deed dated May 11, 1929.

The legal description herein, or the map attached hereto, defining the location of this utility distribution easement, was prepared by Pacific Gas and Electric Company pursuant to Section 8730 (c) of the Business and Professions Code.

This agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

This agreement shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

IN WITNESS WHEREOF the parties hereto have executed this agreement this _____ day of _____, 20_____.

Grantor:

CITY OF ROSEVILLE,
a municipal corporation

By _____

_____
Print Name and Title

Grantee:

PACIFIC GAS AND ELECTRIC COMPANY,
a California corporation

By _____
Brett Brusatori
Supervisor
Land Surveying and Engineering Support
North Valley Distribution

I hereby certify that a resolution was adopted
On the _____ day of _____, 20____ by the
_____
Authorizing the foregoing grant of easement.

By _____

Title _____

Attach to LD: 2111-05-10021
Area, Region or Location: 6
Land Service Office: Auburn
Line of Business: Electric Distribution (43)
Business Doc Type: Agreements
MTRSQ: 21.11.05.24.44, 21.11.05.23.11
FERC License Number: NA
PG&E Drawing Number: 35156778
Plat No.: AT118-D16, W01
LD of Affected Documents: 2111-05-0024
LD of Cross Referenced Documents: NA
Type of interest: Electric Pole Line Easements (3), Relocation Agreements (11R)
SBE Parcel: NA
% Being Quitclaimed: NA
Order or PM: 35156778
JCN: NA
County: Placer
Utility Notice Number: NA
851 Approval Application No: NA ;Decision: NA
Prepared By: GPY
Checked By: JEP
Approved By: AGE
Revised by: NA

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

State of California
County of BUTTE)

On SEPT. 1, 2021, before me, RUSSELL JAMES MELLO Notary Public,
Insert name

personally appeared BRETT BALSADORI

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

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

WITNESS my hand and official seal.

RUSSELL JAMES MELLO
Notary Public - California
Butte County
Commission # 2238116
My Comm. Expires Apr 14, 2022

(Seal)

Signature of Notary Public

CAPACITY CLAIMED BY SIGNER

[✓] Individual(s) signing for oneself/themselves

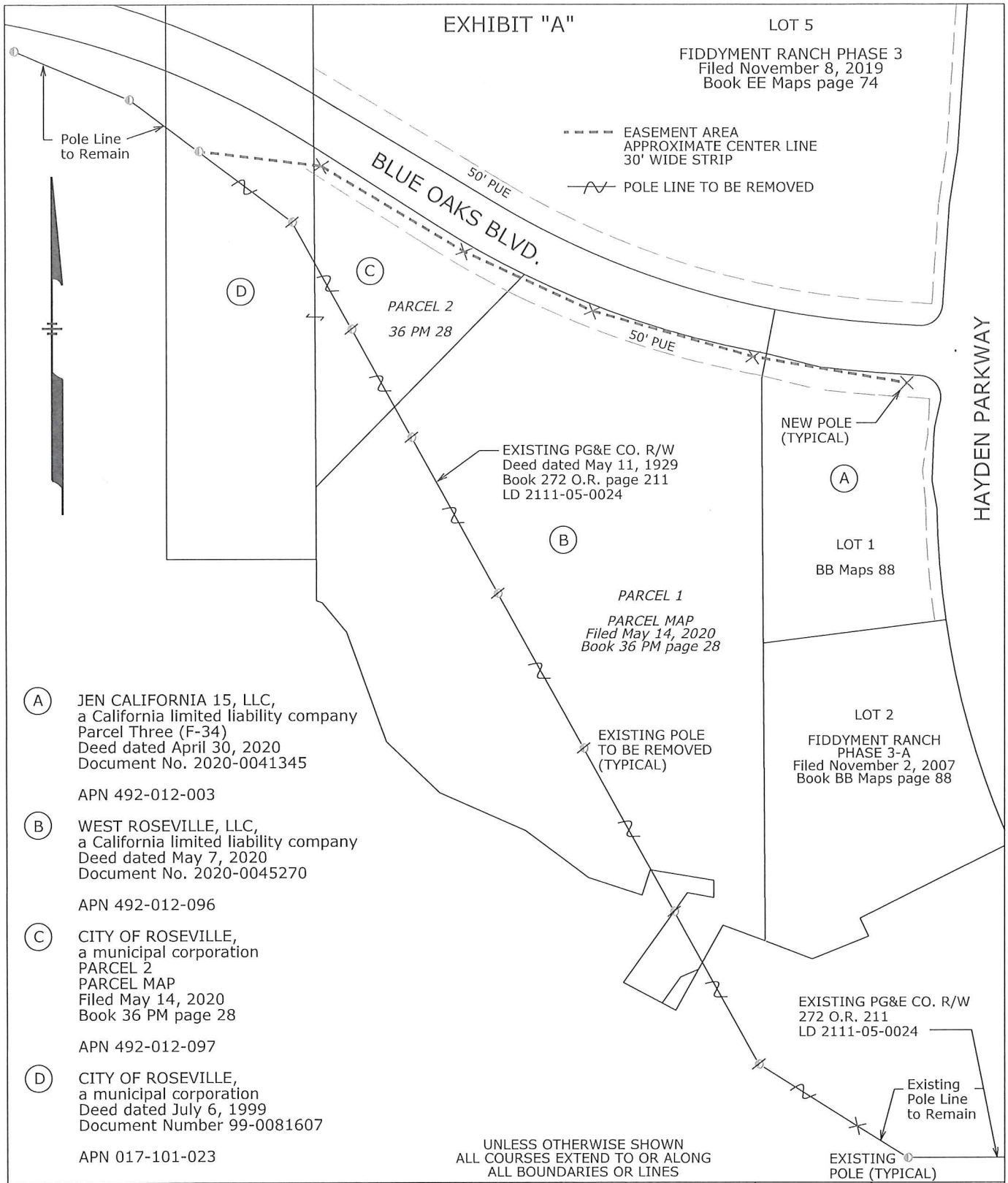
[ ] Corporate Officer(s) of the above named corporation(s)

[ ] Trustee(s) of the above named Trust(s)

[ ] Partner(s) of the above named Partnership(s)

[ ] Attorney(s)-in-Fact of the above named Principal(s)

[ ] Other _____



(A) JEN CALIFORNIA 15, LLC,
a California limited liability company
Parcel Three (F-34)
Deed dated April 30, 2020
Document No. 2020-0041345

APN 492-012-003

(B) WEST ROSEVILLE, LLC,
a California limited liability company
Deed dated May 7, 2020
Document No. 2020-0045270

APN 492-012-096

(C) CITY OF ROSEVILLE,
a municipal corporation
PARCEL 2
PARCEL MAP
Filed May 14, 2020
Book 36 PM page 28

APN 492-012-097

(D) CITY OF ROSEVILLE,
a municipal corporation
Deed dated July 6, 1999
Document Number 99-0081607

APN 017-101-023

UNLESS OTHERWISE SHOWN
ALL COURSES EXTEND TO OR ALONG
ALL BOUNDARIES OR LINES

Applicant: CITY OF ROSEVILLE - POLE LINE RELOCATION BLUE OAKS BLVD. AND HAYDEN PARKWAY, ROSEVILLE		SCALE 1" = 300'	DATE 7/28/21
SECTION 23 & 24	TOWNSHIP 11N.	RANGE 5E.	MERIDIAN MDM
COUNTY OF: PLACER		CITY OF: ROSEVILLE	
F.B.: NA	DR.BY: GPY	CH.BY: JEP	
PLAT MAP REFERENCES W01 LD 2111-05-0024	PG&E	SIERRA DIVISION	35156778 AUTHORIZ
			35156778 DRAWING NO.

COUNCIL COMMUNICATION

CC #: 1704
File #: 0800-02 & 0800-03

Title:	Roseville Utility Exploration Center Exhibit Upgrade Project - Professional Design Services Agreement
Contact:	Rana Moore 916-223-2867 rcmoore@roseville.ca.us

Meeting Date: 9/15/2021
Item #: 7.6.

RECOMMENDATION TO COUNCIL

Staff recommends that City Council approve a resolution authorizing the City Manager to execute a Professional Design Services Agreement with Bart Hays Exhibition Design (BartXD) for the design of exhibits for the Roseville Utility Exploration Center (UEC) and the future customer service center at 116 S. Grant Street.

BACKGROUND

The UEC is an environmental learning center operated by the City of Roseville's utilities. The exhibits have not had a major overhaul since the UEC opened in 2008. Since opening, the UEC has served over 600,000 program participants through facilitated school tours, visitor center permanent and changing exhibits, special events, green living workshops, and outreach programs.

Roseville Electric Utility purchased a four-story, 56,248 square foot building at 116 S. Grant Street in January 2020. Development of the building will enable the utility to provide a one-stop shop for all customer service needs and is planned to include utility demonstration exhibits.

In addition to office space, the building will provide a customer service counter for Roseville utilities, and changing exhibits/displays that will highlight utility topics or initiatives.

This Professional Design Services Agreement is for services to design updated exhibits associated with the UEC, as well as for the building at 116 S. Grant Street, including plans and specifications for fabrication and installation. Staff will return to City Council with a request to award the related fabrication and installation contracts at a later date.

On March 30, 2021 the City published a Request for Proposals (RFP) requesting professional design services. On May 11, 2021, seven proposals were received by the City Clerk's office. Based upon review of the proposals by the Proposal Evaluation Committee, three shortlisted proposers were selected for interview. BartXD was identified as the highest ranked using the evaluation criteria outlined in the RFP. Staff therefore recommends that the contract be awarded to

BartXD.

FISCAL IMPACT

The total contract value of the agreement with BartXD is not to exceed $322,892. Of this contract amount, $263,492 is for the UEC Interior Exhibit Refresh Project and $59,400 is for the building at 116 S. Grant Street. Funding for this agreement is as follows:

1. UEC Interior Exhibit Refresh Project budget (#500065) which is funded as follows: Roseville Electric Fund (50%), Water Rehabilitation Fund (16.67%), Wastewater Rehabilitation Fund (16.66%), and Waste Services Rehabilitation Fund (16.67%).
2. 116 S. Grant Street Building: Roseville Electric's FY2021-22 Budget - 116 S. Grant Street Building Improvements Project.

No additional funds are required at this time.

ENVIRONMENTAL REVIEW

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

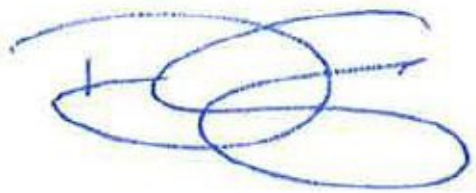
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal B - Support community engagement and advocacy

Respectfully Submitted,

Rana Moore, Assistant Engineer

Richard Plecker, Environmental Utilities Director



_____
Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 21-394

Professional Design Services Agreement

RESOLUTION NO. 21-394

APPROVING A PROFESSIONAL DESIGN SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND BART HAYS EXHIBITION DESIGN, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a professional design services agreement regarding the Roseville Utility Exploration Center Exhibit Upgrade project, by and between Bart Hays Exhibition Design and the City of Roseville, has been reviewed by the City Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

PROFESSIONAL DESIGN SERVICES AGREEMENT

Project: Roseville Utility Exploration Center Exhibit Upgrades

THIS AGREEMENT is made and entered into this ___ day of _____, 20__, by and between the City of Roseville, a municipal corporation ("CITY"), and Bart Hays Exhibition Design, a sole proprietor ("CONSULTANT"); and

W I T N E S S E T H:

WHEREAS, CITY desires professional design services consisting of the design of exhibits in both the Roseville Utility Exploration Center and the Roseville Electric Utility Customer Service Building; and

WHEREAS, CONSULTANT has prepared a proposal dated July 21, 2021, 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 design 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 three hundred twenty-two thousand, eight hundred ninety-two dollars ($322,892).

CONSULTANT shall submit monthly invoices 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 and all claims, demands, costs or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT and its agents in the performance of services under this contract, but this indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, arising from the 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.

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	$2,000,000 each occurrence $4,000,000 aggregate Personal Injury: $2,000,000 each occurrence $4,000,000 aggregate
Professional Liability (errors and omissions)	$2,000,000 per claim $4,000,000 aggregate

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

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

and Professional Liability. Such insurance shall specifically cover the contractual liability of CONSULTANT. The additional insured coverage under the CONSULTANT's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from CITY's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

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

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

e. Subcontractors. CONSULTANT agrees to include in its contracts with all subcontractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Furthermore, CONSULTANT shall require its subcontractors to agree to be bound to CONSULTANT and CITY in the same manner and to the same extent as CONSULTANT is

bound to CITY under this Agreement. Additionally, CONSULTANT shall obligate its subcontractors to comply with these same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of CITY's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request.

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

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

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

5. Records. CONSULTANT and its subcontractors shall maintain all files and records relating to the services performed hereunder during the term of this Agreement and for a

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

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

7. Prevailing Wages. When applicable, for purposes of this Agreement, CONSULTANT and its subcontractors shall comply with all applicable prevailing wage laws, e.g., but not limited to, California Labor Code Sections 1770 et seq. In accordance with said Section 1775, CONSULTANT shall forfeit as a penalty to the City two hundred dollars ($200) for each calendar day or portion thereof for each worker paid less than the prevailing rates for such work or craft in which such worker is employed for any work done on-site under the Agreement by CONSULTANT or by any subcontractor in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to said Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage shall be paid to each worker by CONSULTANT or the applicable subcontractor.

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

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

8. Contractor Registration. 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, CONSULTANT and its subcontractors shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations. CONSULTANT is hereby notified that this Agreement is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

9. 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.

10. Ability to Perform. CONSULTANT agrees and represents that it has the time, ability and professional expertise to perform the services required under 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. Representation 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 materials ("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, papers,

documents, reports, surveys, renderings, exhibits, sketches, maps, models, prints, paintings or photographs, in any and all media or formats in which such materials have been created or are maintained. All Material furnished by CONSULTANT is, and shall remain, the property of CITY.

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

CONSULTANT retains the right to list the name CITY OF ROSEVILLE as a client in CONSULTANT's portfolio, website and proposals solely for the non-commercial purpose of promoting or exemplifying CONSULTANT's work.

17. 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.

18. Attorney's Fees; Venue; Governing Law. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses,

including but not limited to, court costs, expert witness fees, discovery expenses, and attorneys' fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

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

20. Severability. If any of the provisions contained in this Agreement is 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.

21. 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
Rana Moore, Assistant Engineer 2005 Hilltop Circle, Suite 130 Roseville, CA 95747	Bart Hays, Owner 1041 Morse Avenue Pacific Grove, CA 93950

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

22. 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.

23. Consultant retains the right to list the name CLIENT NAME as a client in Consultant's portfolio, website and proposals solely for the non-commercial purpose of promoting or exemplifying Consultant's work.

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: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____
RICHARD D. PLECKER
Environmental Utilities Director

BART HAYS EXHIBITION DESIGN,
a sole proprietor

BY: Barton W Hays
its: Owner

and

BY: _____
its: _____

EXHIBIT “A”

07/21/21

Bart

Exhibition Design

City of Roseville
Attn: Rana Moore
311 Vernon Street Roseville, CA 95678

RE: Roseville Utility Exploration Center Exhibition Design

Dear Ms. Moore,

Bart Hays Exhibition Design (BartXD) is pleased to submit this scope of work, fee, and a proposed schedule for the ROSEVILLE UTILITY EXPLORATION CENTER EXHIBIT DESIGN to the City Clerk for the City of Roseville, California. Bart Hays, *bart@bartxd.com* will be the primary contact for the duration of the project. Sarah Bartlett will be a secondary point of contact. Our contact information is as follows:

Bart Hays
bart@bartxd.com
612-423-5245
1041 morse Drive,
Pacific Grove, CA 93950

Sarah Bartlett
sbexhibits@gmail.com
612-203-0354

You're in good hands with BartXD. As an award-winning team of exhibit professionals, we listen to clients and stakeholders before applying tried and true development and design strategies. From process to product, we're committed to bringing your message to visitors through inspirational experiences. For the Roseville Utility Exploration Center exhibition, as well as the supplemental exhibit space in the new Utility Service Center, BartXD will bring a highly adaptable yet rigorous design and development process that works with your team and for your visitors to create experiences that exceed expectations. Bart Hays, as the representative for BartXD, confirms that we will adhere to the requirements in the RFP and will perform exhibition design services in accordance with the RFP and the following addenda: Addendum 1, 04/20/2021.

If you have any further questions, please do not hesitate to reach out.

With Gratitude,

Bart Hays — Owner
Bart Hays Exhibition Design, BartXD

07/21/2021

Bart

Exhibition Design

Scope of Services

The following scope of professional services will be performed for the design of exhibits in both the RUEC and the Roseville Electric Utility Customer Service Building. In the RUEC, these services will update an existing 3,200 sq. ft. visitor center exhibit, and a 25 ft. long Lobby wall, a portion of which is to be used for multi-media displays. In the Roseville Electric Utility Customer Service Building, these services will design changeable lobby exhibits and graphics for approximately 1200 sq. ft. of exhibit space, and 18 linear feet. Scope includes multiple stages of development of plans and specifications, design support during the exhibit fabrication proposal process, and design support during the exhibit fabrication process as described in the following tasks.

Tasks to be completed under Scope of Services

.

Task 1 - Project Management and Coordination

Scope:

a. All phases of the work will be managed under a single project management task for project execution, office administration, monthly invoicing including a summary of work performed by task and an earned value table, coordinating work of the design team, and coordinating and reporting on the progress of the project to the City. Consultant will monitor project progress, assign labor resources, respond to City requests and concerns, and maintain communications with City staff to ensure satisfactory completion of the work on schedule and within budget.
b. Perform quality control review of all required work products including support documents prior to submittal to the City.
c. Schedule and conduct a project kick-off meeting and technical review meetings to facilitate dialogue between all project team members and to review the submittals at subsequent phases of concept development and design completion.
d. Develop, submit, and maintain a project schedule.
e. Develop, submit, and maintain a payment schedule.

City will provide:

a. RUEC, Electric Utility, and Engineering Staff participation, input, and responses to information requests.
b. RUEC Exhibit Scope (See Attachment 10)
c. RE Exhibit Scope (See Attachment 11)
d. Project Specifications (See Attachment 12)
e. 2015 Interpretive Plan
f. Any plans that the City may have of the existing facilities. Note that the contractor shall field verify and confirm the accuracy of any information the city may provide.

Deliverables:

a. Provide a monthly written report on progress against the defined schedule, documenting issues and mitigation of identified issues
b. Provide monthly invoicing
c. Consultant shall arrange a telephone (or video) conference call approximately every two (2) weeks to review short-term objectives/milestones, work progress, schedule, coordination, and identify issues and/or action items.
d. Consultant shall be responsible to present the project at public meetings and utility stakeholder meetings held at each major design stage (Draft Concept Design, Final Concept, Draft Design Development, Final Design Development, Final Design/Bid Documents, Design Support during Fabrication Proposal Process, and Design Support during Fabrication to report on progress and solicit input.

Assumptions:

a. Assume one (1) to two (2) on-site Site Reconnaissance meetings, and four (4) design review meetings.
b. Project will begin in July 2021.

Task 2 – Site Reconnaissance and Project Information Collection

Scope:

a. Recommendations for Concept Design Workshops. Based on prior review of the Interpretive Plan and Exhibit Scope documents, the Consultant shall suggest a plan for the Concept Design Workshops.
b. Visit the site to determine existing conditions and gather information for Reconnaissance Summary Report.
c. Review and summarize existing reference documents in Performance Specifications section in Reconnaissance Summary Report.
d. Review current interior exhibits and guest services functions to assess potential for reuse of materials and display items. At minimum, consideration for reuse to be given to the visitor desk, Trash Pile, Green – Not Green game, and metal house frame.

City will provide:

a. Access to the sites accompanied by City representatives to answer preliminary questions as needed

Deliverables:

a. Prepare a Reconnaissance Summary Report including, at a minimum:
    i. Performance Specifications: The RUEC and RE Exhibit Project Scopes (Attachment 10 and Attachment 11), Project Specifications (Attachment 12) and the 2015 UEC Interpretive Plan document provide detailed performance specifications for the development of exhibits. The Consultant shall summarize these performance specifications. Work must conform to these specifications in addition to those itemized in this RFP. The Consultant may propose modifications to the specifications for the City's review. No changes to the specifications will be considered final without written approval from the City's Project Manager. These Performance Specifications will guide the work going forward.
    ii. A brief description of exhibit design constraints, existing conditions, space dimensions, wall elevations, utility connections, visitor traffic flow, photos (labeled and numbered), identification and dimensions of access points for exhibit installation, staging areas, reuse of existing exhibit and guest services elements, and any other issues or concerns.

Assumptions:

a. a. Assume one (1) to two (2) on-site Site Reconnaissance meetings to discuss physical constraints of the site and/or facility. Assume eight (8) hour days for each Site Reconnaissance meeting.

Task 3 – Draft Concept Design

Utilizing information gathered from team workshops and Reconnaissance Summary Report, as well as City provided Exhibit Scope, 2015 Interpretive Plan, and any existing facility plans, draft a general concept for the exhibit updates at the RUEC and Electric Utility. The draft concept design shall embellish the basic topics, themes, and storylines identified in the Exhibit Scope and 2015 Interpretive Plan. Consultant shall develop Exhibit Concepts and Schematic Layouts based on input from RUEC staff and targeted utility stakeholders as identified by the City Project Manager.

Scope:

a. Contractor shall conduct Team Workshops with utility stakeholders, RUEC staff, and Steering Team at the RUEC and City utility offices. The goal shall be to prioritize exhibit topics and themes, target priorities for the exhibit project budget, and discuss graphics, images, artifacts, and digital display content and text available for the exhibit. These workshops will be conducted within individual utility groups (not

combined with other groups) to ensure full development of associated utility stories. The utility groups include, at minimum: Roseville Electric, Water Utility, Wastewater Utility, Waste Services Utility, and Stormwater.

b. Summarize input from Team Workshops and prioritization of exhibit topics and themes. Also include notes, photos, graphics, etc. from the meeting.
c. After submittal of the workshop report, Consultant and City staff shall hold a team conference call to confirm topics and themes as well as to determine storyline content. Consultant shall collaborate with City staff to determine images, objects, props, media, etc. available to support storylines.
d. Exhibit Design – Develop initial sketches and alternative concepts for key features (at least two (2) per major exhibit area), color schemes, graphics, and other elements for each exhibit area.
    i. Prepare scaled sketches/drawings of exhibits floorplan and casework with proposed color, style, and finish.
    ii. Propose color schemes and finish materials.
    iii. Prepare scaled sketches/drawings of key features, graphic panels, and other elements for each exhibit area.
e. Topic/Themes
    i. Establish key topics for each exhibit area.
    ii. Identify themes and subthemes for each topic.
    iii. Provide storyline description of each theme/subtheme proposed including identifying goals and objectives to be met for target audience and curriculum standards.
f. Exhibit Topics, Objects, and Theme Outline
    i. Draft exhibit topic/themes narrative: describe storylines, potential headers and text, etc. Prepare initial list (spreadsheet) of selected and/or available three-dimensional objects, graphics, and images, where or from whom available.
    ii. Prepare draft bibliography of sources.
    iii. Identification of potential elements and process for prototyping.
g. Draft Multi-Media Content and method of delivery, including approach for Lobby multi-media wall.
h. Draft Demolition/Re-Use Scope for existing exhibits.
i. Prepare a Budget Breakdown by percentage of budget being allocated to each exhibit area. Total shall equal 100%.

City will provide:

a. Review and comments on draft concept design submittal.
b. City required Design and Construction Standards in pdf format.

Deliverables:

a. Within ten (10) calendar days after the workshops, Consultant shall submit a Team Workshop Summary Report in pdf.
b. Submittal of Draft Concept Design incorporating Exhibit Design, Topics/Themes, Exhibit Topics, Objects, and Theme Outline, Draft Multi-Media Content, Draft Demolition/Re-Use Scope, and Budget Breakdown in pdf.

Assumptions:

a. Contractor shall conduct team workshops, totaling four (4) eight (8) hour days, with individual utility stakeholders, RUEC staff, and Steering Team at the RUEC and City utility offices.
b. Consultant shall provide both a facilitator and note taker for team workshops.
c. After submittal of workshop report, assume one (1) team conference call between Consultant and City staff to collaborate on and confirm preliminary content prior to submitting Draft Concept Design
d. Consultant to present Draft Concept Design either on-site or via video conference, dependent on Consultant's preference.

Task 4 – Final Concept Design

Final Concept Design shall document a comprehensive design approach graphically illustrating the themes and storylines, space requirements and relationships, circulation, and appearance of the exhibits. Based on the Draft Concept Design, discussion, evaluations, and consensus with the City staff, create a Final Concept Design for the exhibits.

Scope:

a. Exhibit Drawings
    i. Prepare presentation illustrations of floor plan, key features, graphic panels, interactives, and other exhibit elements.
    ii. Prepare presentation design of casework and vitrines.
    iii. Prepare presentation color board of selected colors and materials.
    iv. Prepare graphic design approach drawings (fonts, colors, typical layouts, illustration style, etc.) for interpretive graphics.
    v. Provide list (spreadsheet) of three-dimensional objects, graphics, and images, to be displayed and/or used in exhibit.
b. Exhibit Description (Written Narrative)
    i. Prepare final narrative describing text, graphics, and artifacts for exhibit topic/storyline, themes, headers and text, secondary text, captions, etc. in conjunction with exhibit drawings.
    ii. Update bibliography of sources.
    iii. Provide draft content for multi-media displays.

iv. Provide draft list of exhibit elements for prototyping in Design Development.

c. Budget Breakdown
   i. Prepare a cost estimate that includes a detailed breakdown of cost by exhibit components and/or key elements. Incorporate recommendations from draft demolition/re-use scope. Budget breakdown shall not exceed total allocated fabrication and installation budget.

City will provide:

a. Review and comments on Final Concept Design submittal.
b. City required Design and Construction Standards in pdf format.

Deliverables:

a. Submittal of Final Concept Design incorporating Exhibit Drawings, Exhibit Description (Written Narrative), and Budget Breakdown in pdf.
b. Project Notes summarizing outstanding issues with proposed solutions. c. Incorporation of comments into the Final Concept Design submittal and delivery of submittal in pdf format.

Assumptions:

a. Consultant to present Final Concept Design either on-site or via video conference, dependent on Consultant's preference.

Task 5 – Draft Design Development

Based on the approved Final Concept Design, provide detailed scaled exhibit drawings, casework and interactive detail drawings, graphic layouts, text, and purchase of images and commissioned art (if applicable). Determine architectural, structural, mechanical, electrical systems, equipment layout, and all related modifications required to support the new exhibits. Determine permitting requirements by agencies having jurisdiction over the project and related requirements for plans and elevations documentation. Modify exhibit design concept as needed to stay within allocated total project budget. To ensure exhibits deliver memorable experiences for visitors, this phase will also include detailed content development along with targeted audience(s) prototyping of exhibit elements to inform the final design.

Scope:

a. Floor Plan/Elevations
   i. Prepare existing conditions plans/elevations (if applicable), delineating locations of spatial elements, building doors, windows, vents, fire safety equipment, electrical and lighting equipment, security/utility/data connections, etc. If applicable, propose facility modifications fully dimensioned.
   ii. Prepare floor plan delineating exhibits and improvements over existing conditions. Dimension exhibits and improvements as

well as ADA clearances. Specify materials and performance standards.

iii. Prepare elevations delineating locations of walls, doors, vertical elements, windows, vents, fire safety equipment, ceiling height and rafter locations, electrical and lighting data connections. Delineate exhibits and improvements over existing conditions. Dimension exhibits and improvements as well as ADA clearances.

iv. Delineate electrical/lighting including schematic layout, connections, schedule/table of fixtures and power load requirements. Detail size, heights, locations, and equipment. Specify materials and performance standards.

b. Prototyping
   i. Prepare mock-ups for prototyping testing on-site at the RUEC and integrate findings into updated exhibits. Prototypes do not need to be produced at high level of finish (i.e. foam core or other simple mock-ups are sufficient), but they must be developed sufficiently to test the concepts. Coordinate testing process with RUEC staff.
c. Exhibit Drawings & Sample Boards
   i. Prepare drawings for all exhibits, including casework and interactives, specifying function, material, construction, locking device and security system, style, color(s), and finishes.
   ii. Prepare sample boards.
d. Exhibit Text, Graphics, & Artifacts
   i. Working from approved exhibit topic/themes, prepare exhibits draft headers and text, draft secondary text, draft captions, etc. in conjunction with exhibit drawings. List all images and/or graphics including attributes, permissions, and/or use rights.
   ii. Prepare draft scaled graphic panel layouts and draft graphics for other exhibit elements, including proposed type fonts, color palettes and graphic design style.
   iii. As identified and coordinated with City Project Manager, provide full-scale (1x1) electronic files (e.g. ai, pdf) for print out and review.
   iv. Prepare a list (spreadsheet) of selected and/or available three-dimensional objects, graphics, artwork, and images, where or from whom available, resolution, cost, and photo/copy of each item. Provide proof of attributes, permissions and/or use rights
   v. Update bibliography of sources.
e. Exhibit and Lobby Multi-Media i. Define all proposed exhibit and Lobby multimedia. Document goals and objectives, script, and design approach, and recommended equipment.

f. Maintenance and Operations
    i. Provide a summary of estimated maintenance requirements for proposed exhibit components.
    ii. Provide draft table of contents for maintenance and operation manuals for exhibit components and digital displays that will be required from the fabricator at project installation/training.
    iii. Provide an estimated annual operational cost for the recommended exhibit design. Cost should take into consideration the lack of in-house exhibit staff.
g. Budget Breakdown
    i. Prepare a line item cost estimate based on the exhibit floor plan, elevations and details/sections and all related exhibit components. Line item cost estimate shall not exceed the allocation for fabrication.
h. Bid Documents
    i. Prepare draft fabrication bid documents.
    ii. Outline of technical specifications

City will provide:

a. Review of Draft Design Concept submittal.

Deliverables:

a. Submittal of Draft Design Development incorporating Floor Plan/Elevations, Exhibit Drawings & Sample Boards, Exhibit Text, Graphics, & Artifacts, Exhibit Multi-Media, Maintenance and Operations, Budget Breakdown, and Bid Documents in pdf.
b. Prototypes for testing on-site
c. Submittal of draft bid documents, including outline of technical specifications in pdf.

Assumptions:

a. Assume three (3) eight (8) hour days on-site.
b. Consultant to present Draft Design Development either on-site or via video conference, dependent on Consultant's preference.

Task 6 – Final Design Development

Final Design Development shall be the revised Draft Design Development based on the City staff review and comments. The Final Design Development shall incorporate additional exhibit prototyping.

Scope:

a. Complete Final Design Drawing Set for Fabrication
    i. Final existing condition plans/elevations
    ii. Final floor plan with dimensions
    iii. Final elevations with dimensions
    iv. Final schematic electrical (if needed)/lighting plans

v. Final demolition plan
vi. Final environmental control plan (if needed)

b. Exhibit Documentation
   i. Detail drawings for all exhibits
   ii. Sample boards
   iii. Final approved text and content for each exhibit area
   iv. Final graphic layouts and other exhibit elements incorporating final approved text
   v. Final bibliography
   vi. Final list (spreadsheet) of selected three-dimensional objects, instrumentation, graphics, artwork, and images
   vii. Final approved exhibit text, graphics, artifacts, and content for each exhibit
   viii. Final goals & objectives, description, run-times, draft scripts, and general specifications for multi-media elements, including preliminary hardware recommendations
   ix. Final maintenance and operations manual table of contents, with requirements for fabricator completion & updated annual maintenance estimate
   x. Detailed line item cost estimate
c. Prototyping
   i. Prepare updated mock-ups for further prototyping testing on-site at the RUEC and integrate findings into updated exhibits. Prototypes do not need to be produced at high level of finish (i.e. foam core or other simple mock-ups are sufficient), but they must be developed sufficiently to test the concepts. Coordinate testing process with RUEC staff.
d. Complete Technical Specifications
e. Determine Permitting Requirements by City of Roseville.

City will provide:

a. Review and comments on Final Design Development submittal.
b. Review of Complete Technical Specifications.

Deliverables:

a. Submittal of Final Design Development incorporating Complete Final Design Drawing Set for Fabrication, Exhibit Documentation, Complete Technical Specifications, and Permitting Requirements in pdf format and four (4) hard copies of the plans on 11x17 sized paper where appropriate for review by City.
   i. Information must be sufficient to communicate details necessary for potential exhibit/media fabricators to understand, price, and begin work on the project.
b. Revised prototypes for testing on-site

c. Incorporation of comments into the Final Design Development, and submittal of pdf final with final drawings.

Assumptions:

a. Consultant to present Final Design Development either on-site or via video conference, dependent on Consultant's preference.

Task 7 – Final Design/Bid Documents

Final documentation of the graphic panels and other exhibit elements from the approved Final Design Development package, at a minimum, provide the following in full scale electronic files (in .dwg format, as well as either .ai or .pdf format) and four (4) hard copies. Information must be sufficient to communicate details necessary for potential exhibit/media fabricators to understand, price, and begin work on the project.

Scope:

a. Final Graphic Fabrication Files
    i. Layout at 100% of each panel including text, graphic(s), image(s), and artwork, following specified Graphic Conventions (see Project Specifications [Attachment 12]) Proofing – Identify process for and allow ample time for RUEC to review all graphical elements. Proofs submitted for review shall show final text and images, in place, scaled to accurately assess spacing, overlay text on images, illustrations and graphic effects such as blends, gradient or color, etc.
    ii. Catalog each panel, listing all images including attributes, graphics, and permissions and/or use rights fees.
    iii. Final content for multi-media.
b. Final Content for Multi-media.
    i. Final goals & objectives, description, run-times, scripts, and general specifications for multi-media elements, including preliminary hardware recommendations.
c. Bid Documents and Specifications
    i. Design details for each type of panel, exhibit component, graphic elements, multi-media element, and interactive specifying construction, assembly and installation details delineating size, heights, width, materials, finishes, connection methods, locking devices, security, mounting, enclosing, venting, and conditioning exhibits, etc.
    ii. Written specifications and performance standards, requirements for maintenance and operations manual, and any other fabricator requirements.

City will provide:

a. Review of Final Design/Bid Documents submittal.

Deliverables:

a. Final Design/Bid Documents submittal, including both digital files and four (4) physical copies in the following forms:
    i. Final graphic fabrication files.
        1. Digital Copies: Complete final drawing set for fabrication in .dwg format, as well as in either .ai or .pdf format.
        2. Physical Copies: Full 11x17 drawing set for fabrication.
    ii. Final content for multi-media.
        1. Digital Copies: .ai or .pdf format. Pages shall be standard 8-1/2 inches by 11 inches in size or can be folded to such a size.
        2. Physical Copies: Binder with standard paper 8-1/2 inches by 11 inches in size or pages folded to such a size.
    iii. Bid documents and specifications.
        1. Digital Copies: .ai or .pdf format. Pages shall be standard 8-1/2 inches by 11 inches in size or can be folded to such a size.
        2. Physical Copies: Binder with standard paper 8-1/2 inches by 11 inches in size or pages folded to such a size.
    iv. Finished samples in appropriate form.

Assumptions:

a. The Final Design/Bid Documents submittal will not need to be revised as part of this task.
b. Consultant to present Final Design/Bid Documents either on-site or via video conference, dependent on Consultant's preference.

Task 8 – Design Support during Fabrication Proposal Process

Design Consultant will provide design support during fabrication proposal process.

Scope:

a. Assistance in addressing fabrication contractor's requests for information.

City will provide:

a. Review of revised drawings.

Deliverables:

a. Revised drawings as may be needed in response to questions during proposal period.

Assumptions:

a. Consultant should assume sixteen (16) hours for requests for information or to complete design revisions during the fabrication proposal process.
b. Fabrication Proposal Process will begin in April 2022 and be complete by August 2022.

Task 9 – Design Support during Fabrication

Design Consultant will provide design support during fabrication to ensure adherence to the design intent.

Scope:

a. Assistance in addressing fabrication contractor's requests for information, including both creative and technical support.
b. Assist in development of solutions to varying site conditions or discrepancies in contract documents and development of design clarifications/drawing revisions as needed.
c. Design support to evaluate change order requests.
d. Value engineering to deliver exhibits within the line item budget
e. Attendance fabrication meetings either in person or via conference call, as needed.
f. Attend fabrication walk-throughs, inspections and demonstrations as needed.
g. Review of fabrication contractor's submittals.

City will provide:

a. City will provide construction inspection services Deliverables: a. Revised drawings as may be needed in response to change orders during fabrication period.

Assumptions:

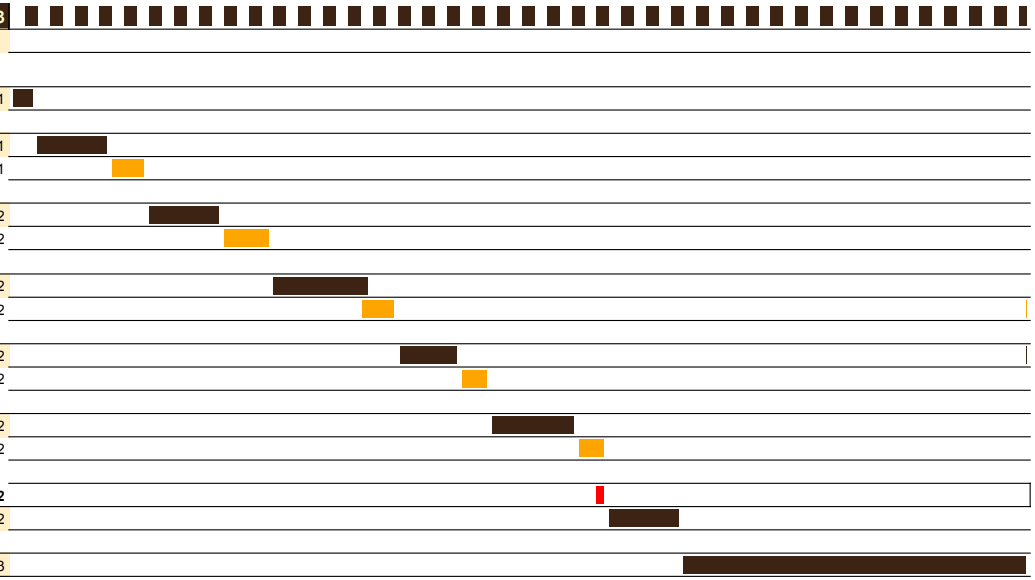
a. Assume up to four (4) visits at either the exhibit fabrication site or installation site to review fabrication progress and provide installation support.
b. b. Assume up to twelve (12) periodic check-in meetings during the fabrication and installation process.
c. Consultant should assume an additional forty (40) hours for design modifications, requests for information, and other design support needed during the fabrication and installation process.
d. Fabrication Process will begin in August 2022 and be complete by June 2023.

Task 10 – Roseville Electric Customer Service Building

Task 10 is the optional task to design exhibits for the Roseville Electric Customer Service Building, and will include the same scope items described above in Tasks 1 through 9 for the additional site. Task 3 and four will be combined into one task: Concept Design, as will Task 5 and 6, Final Design.

Roseville Utilitiy Exploration Center Project Schedule

	Start Date	Duration (Wks)	End Date
	Sep 16, 2021	81	**Apr 10, 2023**
Task 1 - Project Management and Coordination	**Throughout all tasks**		
	Sep 16, 2021		
Task 2 – Site Reconnaissance and Project Information Collection	Sep 16, 2021	2	Sep 27, 2021
Task 3 – Draft Concept Design	Sep 30, 2021	6	Nov 8, 2021
REUC review and comments	Nov 11, 2021	3	Nov 29, 2021
Task 4 – Final Concept Design	Dec 2, 2021	6	Jan 10, 2022
REUC review and comments	Jan 13, 2022	4	Feb 7, 2022
Task 5 – Draft Design Development	Feb 10, 2022	8	Apr 4, 2022
REUC review and comments	Apr 1, 2022	3	Apr 19, 2022
Task 6 – Final Design Development	Apr 22, 2022	5	May 24, 2022
REUC review and comments	May 27, 2022	2	Jun 10, 2022
Task 7 – Final Design/Bid Documents	Jun 13, 2022	7	Jul 29, 2022
REUC review and comments	Aug 1, 2022	2	Aug 15, 2022
Major Completion			**Aug 15, 2022**
Task 8 – Design Support during Fabrication Proposal Process	Aug 18, 2022	6	Sep 26, 2022
Task 9 – Design Support during Fabrication	Sep 29, 2022	28	Apr 10, 2023



Roseville Electric Customer Service Building

	Start Date	Duration (Wks)	End Date
	Sep 16, 2021	53	**Sep 27, 2022**
Task 1 - Project Management and Coordination	Throughout all tasks		
Task 2 – Site Reconnaissance and Project Information Collection	Sep 16, 2021	2	Sep 27, 2021
Task 3 – Draft Concept Design	Sep 30, 2021	8	Nov 22, 2021
REUC review and comments	Nov 25, 2021	2	Dec 6, 2021
Task 4 – Final Design Development	Dec 16, 2021	8	Feb 7, 2022
REUC review and comments	Feb 10, 2022	2	Feb 21, 2022
Task 5 – Final Design/Bid Documents	Mar 3, 2022	10	May 9, 2022
REUC review and comments	May 12, 2022	2	May 23, 2022
Major Completion			**May 23, 2022**
Task 6 – Design Support during Fabrication Proposal Process	May 26, 2022	5	Jun 27, 2022
Task 7 – Design Support during Fabrication	Jul 8, 2022	12	Sep 27, 2022

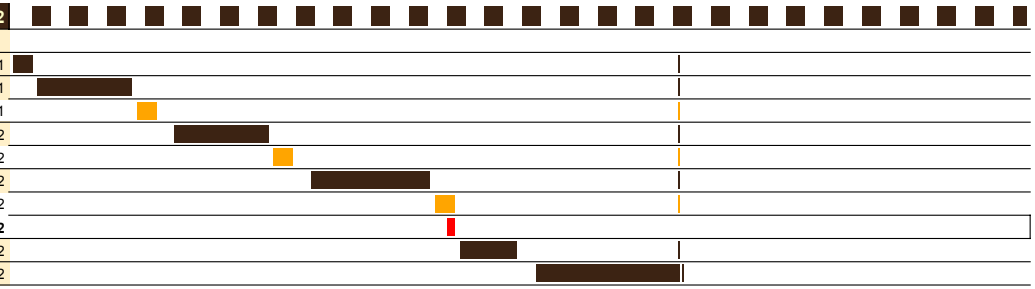


EXHIBIT “B”

Bart Hays Exhibition Design (BartXD) proposes total budget of $263492 for the full design and specification of the Roseville Utility Exploration Center. Additionally, BartXD proposes $59400 for the full design and specification of the Roseville Electric Customer Service Center exhibits. We acknowledge that travel expenses and per diem directly related to the contract services shall be included in task costs.

Tasks and Deliverables RUEC			Phase Budget	% of Design fee
Task 1 - Project Management and Coordination			**$15,510**	**5.89%**
Labor Hours	Project Planning and setup	120	$12,960	
	Kickoff Meeting - Site recon planning			
	Bi-Monthly Woorking Meeting set up			
	Monthly Report			
	Project Schedule			
	Payment Schedule			
Expenses	Office Supplies		$500	
	Collaboration App		$1,200	
Markup		50%	$850	
Task 2 – Site Reconnaissance and Project Information Collection			**$10,717**	**4.07%**
Labor Hours	SIte Recon Meetings	80	$8,592	
	Summary Report			
	Perf Specs Review			
	Design Constraints Review			
Expenses	Office Supplies		$50	
Markup		50%	$25	
	Travel $300/day 3 people 2 days on site + 250 Mileage		$2,050	
Task 3 – Draft Concept Design	**Hours**		**$41,305**	**15.68%**
Labor Hours	Workshop	280	$30,480	
	Workshop Report			
	Alternate concept design		$4,000	
	Draft Concept Package			
	Budget Breakdown			
Expenses	Office Supplies		$50	
Markup		50%	$25	
Travel	$300/day 4 people, 4 days onsite+250 Mileage+1 airfare		$6,750	
Task 4 – Final Concept Design			**$32,211**	**12.22%**
Labor Hours	Final Concept Package	284	$30,936	
	Issues Report			
	Budget Breakdown			
	Presentation to Client			
Expenses	Office Supplies		$50	
Markup		50%	$25	
	Estimating		$1,000	
Markup		20%	$200	
Task 5 – Draft Design Development			**$45,853**	**17.40%**
Labor Hours	Draft Design Package	304	$32,928	
	Prototypes for On-site testing			
	Draft Bid Documents			
	Client Presentation			
Expenses	Office Supplies		$150	
	Prototyping Budget		$5,000	
Markup		50%	$2,575	

	Travel $300/day 3 people 5 days + 250 Mileage +1 airfare		$5,200	

Task 6 – Final Design Development			**$44,370**	**16.84%**
Labor Hours	Final Design Package	300	$32,520	
	Inc Tech specification, permit review			
	Updated Prototypes			
	Line Item Estimate			
Expenses	Office Supplies		$100	
	Prototyping Budget		$7,000	
Markup		50%	$3,550	
	Estimating		$1,000	
Markup		20%	$200	

Task 7 – Final Design/Bid Documents			**$41,998**	**15.94%**
Labor Hours	Final Design/Bid Documents	252	$27,144	
	Graphic Production Files			
	Content for multi-media			
	Bid Docs and Specifications			
	Modifiations to Bid Docs after review		$2,254	
Expenses	Office Supplies		$1,000	
	Finish Samples		$5,000	
Markup		50%	$3,000	
	Spec Review Consultant		$1,000	
	Content Editor		$2,000	
	Lighting and Ttle 24 Allowance		$0	by City of Roseville
Markup		20%	$600	

Task 8 – Design Support during Fabrication Proposal Process			**$7,992**	**3.03%**
Labor Hours		76	$7,992	

Task 9 – Design Support during Fabrication			**$23,536**	**8.93%**
Modifiations to bid docs		120	$12,936	
Alternate design options			4000	
Labor Hours				
	Travel $300/day 2 people, 2 trips each		$6,600	
	1 day Onsite, 1 travel day +4 airfare			

	Total Labor	$196,488	
	Total Expenses(non travel)	$46,404	
	Total Travel	$20,600	
	Design Fee	**$263,492**	22%
	Fabrication Budget (proposed)	$790,000	66%
	Installation (proposed)	$140,000	12%
	Total Budget	$1,200,000	99%

Tasks and Deliverables RE Customer Service Building	**Phase Budget**	**% of design fee**

Task 1 - Project Management and Coordination		**$3,000**	**5.05%**
Task 2 – Site Reconnaissance and Project Information Collection		**$0**	**0.00%**
Task 3 – Concept Design		**$16,000**	**26.94%**
Task 4 – Design Development		**$16,000**	**26.94%**
Task 5 – Final Design/Bid Documents		**$16,000**	**26.94%**
Task 6 – Design Support during Fabrication Proposal Process		**$2,000**	**3.37%**
Task 7 – Design Support during Fabrication		**$2,000**	**3.37%**
Contingency	8.00%	$4,400	
Design fee		**$59,400**	**22.00%**
Considered Square Feet		600	Square Feet
Budgetary allowance for Tech Exhbitions (design/build, all in)		$450	/Square Foot
Proposed budget		$270,000	

Team Hours by Task

Tasks and Deliverables

Task 1 - Project Management and Coordination	Role	Team Member	Hours	Billing Rate	Fee to Client
Labor					
Project Planning and setup					
Kickoff Meeting - Site recon planning	PM	Bart Hays	40	$102	$4,080
Bi-Monthly Woorking Meeting set up	Developer	Sarah Bartlett	30	$114	$3,420
Monthly Report	3D Designer	Travis Wood	30	$114	$3,420
Project Schedule	Graphic Design	Charlotte Ricker	10	$102	$1,020
Payment Schedle	Media Designer	Eddie Carbin	10	$102	$1,020
			120		**$12,960**

Task 2 – Site Reconnaissance and Project Information Collecti	Role	Team Member	Hours		
SIte Recon Meetings	PM	Bart Hays	32	$102	$3,264
Summary Report	Developer	Sarah Bartlett	4	$114	$456
	3D Designer	Travis Wood	32	$114	$3,648
	Graphic Design	Charlotte Ricker	2	$102	$204
	Media Designer	Eddie Carbin	10	$102	$1,020
			80		**$8,592**

Task 3 – Draft Concept Design	Role	Team Member	Hours		
Workshop	PM	Bart Hays	48	$102	$4,896
Workshop Report	Developer	Sarah Bartlett	80	$114	$9,120
Draft Concept	3D Designer	Travis Wood	80	$114	$9,120
Budget Breakdown	Graphic Design	Charlotte Ricker	40	$102	$4,080
Presentation to Client	Media Designer	Eddie Carbin	32	$102	$3,264
			280		**$30,480**

Task 4 – Final Concept Design	Role	Team Member	Hours		
Final Concept Package	PM	Bart Hays	48	$102	$4,896
Issues Report	Developer	Sarah Bartlett	82	$114	$9,348
Budget Breakdown	3D Designer	Travis Wood	82	$114	$9,348
Presentation to Client	Graphic Design	Charlotte Ricker	40	$102	$4,080
	Media Designer	Eddie Carbin	32	$102	$3,264
			284		**$30,936**

Task 5 – Draft Design Development	Role	Team Member	Hours		
Draft Design Package	PM	Bart Hays	44	$102	$4,488
Prototypes for On-site testing	Developer	Sarah Bartlett	80	$114	$9,120
Draft Bid Documents	3D Designer	Travis Wood	80	$114	$9,120
Client Presentation	Graphic Design	Charlotte Ricker	60	$102	$6,120
	Media Designer	Eddie Carbin	40	$102	$4,080
			304		**$32,928**

Task 6 – Final Design Development	Role	Team Member	Hours		
Final Design Package	PM	Bart Hays	40	$102	$4,080
	Developer	Sarah Bartlett	80	$114	$9,120
Updated Prototypes	3D Designer	Travis Wood	80	$114	$9,120
Line Item Estimate	Graphic Design	Charlotte Ricker	60	$102	$6,120
	Media Designer	Eddie Carbin	40	$102	$4,080
			300		**$32,520**

Task 7 – Final Design/Bid Documents	Role	Team Member	Hours		
Final Design/Bid Documents	PM	Bart Hays	48	$102	$4,896
Graphic Production Files	Developer	Sarah Bartlett	60	$114	$6,840
Content for multi-media	3D Designer	Travis Wood	60	$114	$6,840
Bid Docs and Specifications	Graphic Design	Charlotte Ricker	60	$102	$6,120
Finish Sampels	Media Designer	Eddie Carbin	24	$102	$2,448
			252		**$27,144**

Task 8 – Design Support during Fabrication Proposal Process		Role	Team Member	Hours		
		PM	Bart Hays	24	$102	$2,448
		Developer	Sarah Bartlett	4	$114	$456
		3D Designer	Travis Wood	16	$114	$1,824
		Graphic Design	Charlotte Ricker	16	$102	$1,632
		Media Designer	Eddie Carbin	16	$102	$1,632
				76		**$7,992**
Task 9 – Design Support during Fabrication		**Role**	**Team Member**	**Hours**		
		PM	Bart Hays	30	$102	$3,060
		Developer	Sarah Bartlett	2	$114	$228
		3D Designer	Travis Wood	56	$114	$6,384
		Graphic Design	Charlotte Ricker	30	$102	$3,060
		Media Designer	Eddie Carbin	2	$102	$204
				120		**$12,936**

Name	Role	Location	% Available	Cost	Markup	Rate to Client
Bart Hays	Owner/ Project Manager	Pacific Grove, California	60	85	20%	102
Sarah Bartlett	Content Devloper	Wilmington, North Carolina	50	95	20%	114
Travis Wood	Exhibit Designer	Pacific Grove, California	50	95	20%	114
Charlotte Ricker	Graphic Designer	Denver, Colorado	20	85	20%	102
Eddie Carbin	Media Consultant	San Francisco, Califonia	20	85	20%	102

Bart Hays Exhibition Design

RUEC / RE Design Team

Name	Role	Classification	Location	% Availible	Billing Rate	Sub Contractor Fees
Bart Hays	Project Manager	Owner	Pacific Grove, California	60	102	
Sarah Bartlett	Content Developer	Subcontractor	Wilmington, North Carolina	50	114	
Travis Wood	Exhibit Designer	Subcontractor	Pacific Grove, California	50	114	
Charlotte Ricker	Graphic Designer	Subcontractor	Denver, Colorado	20	102	
Eddie Carbin	Media Consultant	Subcontractor	Oakland, Califonia	20	102	

COUNCIL COMMUNICATION

CC #: 1714
File #: 0206-03-01

Title:	Torrente at Sierra Vista Community Facilities District No. 1 (Public Facilities District) - Intent to Form
Contact:	Jeannine Thrash 916-774-5473 jthrash@roseville.ca.us Dennis Kauffman 916-774-5313 dkauffman@roseville.ca.us

Meeting Date: 9/15/2021
Item #: 7.7.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt the following resolutions and set a meeting date of November 3, 2021, at 6:00 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, and to 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 Public Facilities in and for the City of Roseville Torrente at Sierra Vista Community Facilities District No. 1 (Public Facilities)

BACKGROUND

CGB Properties, the landowner proposed to be included in the public infrastructure district, has requested the City form a Community Facilities District ("CFD") under the Mello-Roos Community Facilities Act of 1982, as amended, 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 acquisition and construction of authorized facilities of the CFD.

The project is approximately 21 acres and includes a plan for 159 single family residential units.

FISCAL IMPACT

The CFD will generate special taxes that will be paid by the property owners sufficient to pay the

costs of debt service, CFD administration, and any authorized pay-as-you-go facilities, as well as provide funding in the future for maintenance/replacement of constructed facilities. The issuance of bonds will not impact the City's General Fund.

ENVIRONMENTAL REVIEW

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

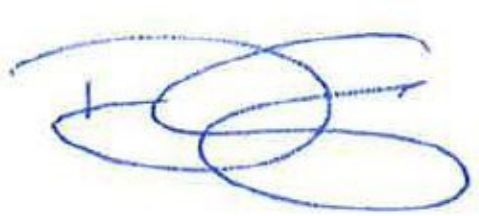
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Jeannine Thrash, Management Analyst

Dennis Kauffman, Assistant City Manager/Chief Financial Officer



_____

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 21-401

Resolution 21-402

Proposed Boundary Map

CITY COUNCIL OF THE CITY OF ROSEVILLE

RESOLUTION NO. 21-401

A RESOLUTION OF INTENTION OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE TO FORM A COMMUNITY FACILITIES DISTRICT 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 to act as the legislative body for such community facilities district; 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, all in order to finance costs of public infrastructure and services necessary or incidental to new development in the City.

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

1. It is proposed to establish a community facilities district within the City of Roseville under the terms of the Act to finance costs of public 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 Torrente at Sierra Vista Community Facilities District No. 1 (Public Facilities) (the "CFD").

3. The proposed boundary of the CFD is as shown on the map on file with the Clerk, which boundary is 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 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.

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 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 CFD will be levied annually within 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.

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 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 the CFD, in sufficient detail to allow each landowner within 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").

A Facilities Special Tax shall not be levied in the CFD after the fiscal year identified in the rate and method for the CFD, 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 the CFD for private residential purposes be increased as a consequence of delinquency or default by the owner of any other parcel or parcels within the CFD in contravention of the Act, including Section 53321(d) of the Act.

5. The type of public facilities proposed to be financed in whole or in part by the CFD 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. 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).

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. 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.

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 CFD which is not exempt in order to yield the required debt service payments and other annual expenses of the CFD, if any, subject to the provisions of the applicable Rate and Method, not to exceed the maximum annual Special Tax rates set forth therein. 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.

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 the CFD 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.

(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. The City Council hereby sets November 3, 2021 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 consider and finally determine whether the public interest, convenience and necessity require the formation of the CFD and the levy of the Special Tax. At the hearing, testimony concerning the CFD, the extent of the CFD or the furnishing of the particular types of public 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.

11. 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. 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.

12. 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 _____, 2021, 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

City of Roseville
Torrente at Sierra Vista 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 Torrente at Sierra Vista Community Facilities District No. 1 (Public Facilities) of the City of Roseville (City) shall be levied and collected according to the tax liability determined by the City through the application of the appropriate amount or rate, as described below.

2. Definitions

"**Acre**" or "**Acreage**" means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable final map or other Development Plan.

"**Act**" means the Mello-Roos Community Facilities Act of 1982, as amended, Sections 53311 and following of the California Government Code.

"**Administrative Expenses**" means the actual or reasonably estimated costs related to the administration of the CFD, including, but not limited to, these:

a. Costs of computing Special Taxes and preparing annual Special Tax collection schedules (whether by the City or any designee thereof or both).

b. Costs of collecting the Special Taxes (whether by the County, the City, or otherwise).

c. Costs of remitting the Special Taxes to the Trustee.

d. Costs of the Trustee (including its legal counsel) in the discharge of the duties required of it under the Bond Indenture.

e. Costs to the City, CFD, or any designee thereof of complying with arbitrage rebate requirements.

f. Costs to the City, CFD, or any designee thereof of complying with City, CFD, or obligated persons disclosure requirements.

g. Costs associated with preparing Special Tax disclosure statements.

h. Costs incurred in responding to public inquiries regarding the Special Taxes.

i. Costs to the City, CFD, or designee thereof related to any appeal of the Special Taxes.

j. Costs associated with the release of funds from an escrow account, if any.

k. Costs to the City for the issuance of Bonds authorized by the CFD that are not recovered through the Bond sale proceeds.

l. Amounts estimated to be advanced or already advanced by the City for any other administrative purposes, including attorney's fees and other costs related to collection of the Special Taxes and commencing and pursuing to completion any foreclosure of delinquent Special Taxes.

"**Administrator**" means a City official in the Finance Department, or their designee responsible for determining or overseeing the levy and collection of the Special Taxes.

"**Affordable Housing Director**" means, at any point in time, the person in the City who serves as head of the department that is in charge of the City's affordable housing program.

"**Affordable Unit**" means a Unit built on a Residential Use Parcel for which an Affordable Unit agreement has been entered into for the property designating the Unit as affordable, or is determined to be exempt from the Special Tax under applicable law. A Multifamily Parcel For-Rent 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 Parcels**" means a Parcel or Parcels annexed to the CFD after formation. The Maximum Annual Special Tax will be assigned to such Parcels using the provisions of **Section 4**. Annexation Parcels may be assigned a different Maximum Annual Special Tax Rate or Maximum Annual Special Tax per Parcel using a methodology different from the other Parcels in the CFD and may be placed in an area designated as a separate zone or improvement area of the CFD, all of which shall be set forth in revised attachments hereto as needed, without further CFD proceedings.

"**Annual Facilities Costs**" means, for any Fiscal Year, the total of these:

a. Debt Service to be paid from Facilities Special Taxes.

b. The amount needed to replenish the reserve fund for the Bonds to the level required under the Bond Indenture, to the extent not included in a computation of Annual Facilities Costs in a previous Fiscal Year.

c. Administrative Expenses for such Fiscal Year.

d. The amount needed to (1) cure any delinquencies in the payment of principal or interest on Bonds, which have occurred in the prior Fiscal Year, to the extent not otherwise included in a computation of Annual Facilities Costs in the current or any previous Fiscal Year, and (2) to fund any foreseeable deficiency of the amount to be available for the payment of principal or interest on Bonds, which are expected to occur in such Fiscal Year, to the extent not included in a computation of Annual Facilities Costs in the current or any previous Fiscal Year.

e. The amount needed to (1) cure any delinquencies in the payment of the Facilities Special Tax in the prior Fiscal Year, to the extent not otherwise included in a computation of Annual Facilities Costs in the current or any previous Fiscal Year, and (2) to fund any foreseeable deficiency in the payment of the Facilities Special Tax for that Fiscal Year which is expected to occur in such Fiscal Year, to the extent not included in a computation of Annual Facilities Costs in the current or any previous Fiscal Year.

f. Authorized Pay-As-You-Go Costs.

g. During the Deferral Bonding Period, the amount needed to pay Development Impact Fee Deferrals not financed by Bonds.

h. *Less* any available earnings on any reserve fund or Facilities Special Tax funds, available capitalized interest or any other available revenues of the CFD or the City that may be used to fund Annual Facilities Costs.

"**Annual Maintenance Costs**" means, for any Fiscal Year, the total of these:

a. Authorized Services costs to be paid from Maintenance Special Taxes.

b. Administrative Expenses for such Fiscal Year.

c. The amount needed to (1) cure any delinquencies in the payment of the Maintenance Special Tax in the prior Fiscal Year, to the extent not otherwise included in a computation of Annual Maintenance Costs in the current or any previous Fiscal Year, and (2) to fund any foreseeable deficiency in the payment of the Maintenance Special Tax for that Fiscal Year which is expected to occur in such Fiscal Year, to the extent not included in a computation of Annual Maintenance Costs in the current or any previous Fiscal Year.

d. Less any available earnings on any reserve fund, Maintenance Special Tax funds or any other available revenues of the CFD or the City that may be used to fund Annual Maintenance Costs.

"**Assessor's Parcel**" means a lot or Parcel with an assigned Assessor's Parcel Number in the maps used by the County Assessor in preparing the tax roll.

"**Assessor's Parcel Map**" means an official map of the County Assessor designating Parcels by Assessor's Parcel Number.

"**Assessor's Parcel Number**" means the Parcel and Parcel Number as assigned by the County Assessor on the equalized tax roll.

"**Assigned Maximum Annual Special Tax**" means the maximum Facilities Special Tax or Maintenance Special Tax assigned to each Large Lot Parcel that is an Original Parcel based on the Expected Land Uses at CFD formation, as shown in **Attachment 1**.

"**Authorized Facilities**" means those facilities and fees to be financed, as identified in the resolution forming the CFD.

"**Authorized Services**" means those services authorized to be funded, as defined in the resolution forming the CFD.

"**Base Year**" means the Fiscal Year beginning July 1, 2021, and ending June 30, 2022.

"**Bond(s)**" means any bond(s) issued by the City for the CFD under the Act and any other debt, as defined in the Act, the City incurs to further the CFD's purposes.

"**Bond Indenture(s)**" means the indenture(s), resolution(s), fiscal agent agreement(s), or other financing document(s) pursuant to which any Bonds are issued.

"**Building Permit**" means a permit issued by the City for the construction of a Residential Use or Nonresidential Use structure.

"**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.

"**CFD**" means Torrente at Sierra Vista Community Facilities District No. 1 (Public Facilities) of the City of Roseville, Placer County, California.

"**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 after the Initial Bonding Period has ended and during which the City finances the Development Impact Fee Deferral.

"**Developed Parcel**" means, in any Fiscal Year:

a. For Single-Family Parcels: All Parcels for which a Final Small Lot Subdivision Map was recorded before May 1 of the preceding Fiscal Year.

b. For Multifamily For-Rent Parcels and Multifamily For-Sale 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 Cyril G. Barbaccia Irrevocable Trust Dated December 15, 1976 relative to the Sierra Vista Specific Plan dated April 28, 2010.

"**Development Impact Fee Deferral**" means the deferred payment of development impact fees due to the City or the South Placer Regional Transportation Authority (SPRTA) for Developed Parcels, using the approach and amounts identified in the Development Agreement, which may be amended from time to time.

"**Development Plan**" means a condominium plan, apartment plan, site plan, or other development plan that identifies such information as the type of structure, acreage, square footage, or number of Units that are approved to be developed on Single-Family Parcels, Multifamily Parcels, and Nonresidential Parcels.

"**Expected Land Use(s)**" means the total number of Units or Acres of each land use type by Tax Category expected in each Large Lot Parcel and Original Parcel at CFD formation as identified in **Attachment 3** of this RMA.

"**Facilities Special Tax**" means the Special Tax authorized to fund Annual Facilities Costs. Facilities Special Taxes are shown in **Attachments 1** and **2.**

"**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 complete fulfillment of a Parcel's Facilities Special Tax obligation, as determined by following the procedures in **Section 8**.

"**High Density Residential**" means, per the Sierra Vista Specific Plan, a land use designation that primarily accommodates attached housing, but depending on the unit type, could also include detached housing, within the density range of 13.0 or greater dwelling units per gross developable acre. Typical housing product types include, but shall not be limited to, detached

townhomes, courtyard townhomes/condominiums, garden-style apartments, and podium design apartments/condominiums.

"**Initial Bonding Period**" means the period in which Bonds 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 3**.

"**Market-Rate Unit**" means a Unit that is not an Affordable Unit.

"**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 1, 2,** and **3**.

"**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 1, 2,** or **3**.

"**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 1, 2,** or **3**.

"**Maximum Annual Special Tax Rate**" means the rate of Facilities Special Tax or Maintenance Special Tax charged per Unit or per Taxable Acre, as shown in **Attachments 1, 2,** and **3**.

"**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 1** at formation of the CFD.

"**Parcel**" means any Assessor's Parcel in the CFD based on the equalized tax rolls of the County as of January 1 of each Fiscal Year.

"**Partial Prepayment**" means the partial fulfillment of a Parcel's Facilities Special Tax obligation, as determined by following the procedures in **Section 8**.

"**Pay-As-You-Go Costs**" means that portion of costs of acquisition, construction, and improvement of Authorized Facilities not financed by Bonds that are eligible for funding from excess Special Tax.

"**Prepayment**" means the full or partial fulfillment of a Parcel's Facilities Special Tax obligation, as determined by following the procedures in **Section 8**.

"**Proportionately**" means that the ratio of the actual Special Tax levy to the Maximum Annual Special Tax is equal for all Developed Parcels. For Small Lot Tentative Map Parcels, Proportionately means that the ratio of the actual Special Tax levy to the Maximum Annual Special Tax is equal for all Small Lot Tentative Map Parcels. For Large Lot Parcels, Proportionately means that the ratio of the actual Special Tax levy to the Maximum Annual

Special Tax is equal for all Large Lot Parcels. For Undeveloped Parcels, Proportionately means that the ratio of the actual Special Tax levy to the Maximum Annual Special Tax is equal for all Undeveloped Parcels.

"**Public Parcel**" means any Parcel that is or is intended to be publicly owned, as designated in any final map, that is normally exempt from the levy of general ad valorem property taxes under California law, including, but not limited to, public streets, schools, parks, and public drainageways, landscaping, wetlands, greenbelts, and open space.

"**Remainder Parcel**" means a portion of a unit of land that is created as a result of the recording of a Large Lot Parcel Map or Final Small Lot Subdivision Map, which results in a designated remainder as defined in Government Code Section 66424.6(a) (Remainder Parcel). Such a Remainder Parcel may contain taxable and tax-exempt uses, such as Residential Uses, and Public Parcels, such as park sites. Once designated as a Remainder Parcel, such Parcel will be considered a Large Lot Parcel for the purposes of future Subdivisions and for the provisions of **Sections 4** through **6**.

"**Residential Use**" means a Parcel designated for residential use, such as single-family residential Units, residential condominiums, townhouses, or apartments that would be included in the definitions of Low-Density Residential, Medium Density Residential or High Density Residential.

"**RMA**" means this Rate and Method of Apportionment, and Manner of Collection of Special Tax, as it may be amended from time to time in connection with Annexation Parcels or otherwise.

"**Single-Family Parcel**" means, in any Fiscal Year, all Parcels in the CFD for which a building permit was issued or may be issued for construction of a Unit that is a single-family residential, residential condominium, or townhouse Unit.

"**Small Lot Tentative Map**" means a map that is approved by the City for the purpose of showing the design of a proposed Subdivision, including the individual buildable lots expected in the Subdivision, as well as the conditions pertaining thereto. 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 1, 2,** and **3**.

"**Tax Collection Schedule**" means the document prepared by the Administrator for the County Auditor-Controller to use in levying and collecting the Special Taxes each Fiscal Year.

"**Tax Escalation Factor**" means a factor of 2 percent by which the Maximum Annual Facilities Special Tax, Maximum Annual Maintenance Special Tax and related Maximum Annual Special Tax Rates shall be increased annually until the Transition Event. After the Transition Event, the Maximum Annual Maintenance Special Tax may be increased up to 2 percent annually at the City's discretion. The Administrator should refer to **Section 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 1**, contains both taxable uses and tax-exempt uses.

"**Taxable Parcel**" means any Parcel that is not a Tax-Exempt Parcel.

"**Tax-Exempt Parcel**" means a Parcel not subject to the Annual Special Tax. Tax-Exempt Parcels include (a) Public Parcels, (b) Affordable Units, and (c) 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.i**.

Certain privately-owned Parcels also may be exempt from the levy of Annual Special Taxes, including common areas owned by homeowner's associations or property owner associations, wetlands, detention basins, water quality ponds, and open space, as determined by the Administrator.

"**Transition Event**" means the earlier of (a) after the Initial Bonding period, the Fiscal Year in which the Administrator determines the Development Impact Fee Deferral, 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 2086-87.

"**Transition Year**" means the first Fiscal Year following the Fiscal Year in which the Transition Event occurred.

"**Trustee**" means a national banking association organized and existing under the laws of the United States acting as a trustee or fiscal agent for Bonds.

"**Undeveloped Parcel**" means a Taxable Parcel that is not a Developed Parcel, Small Lot Tentative Map Parcel, or a Large Lot Parcel.

"**Unit**" means, for a Single-Family Parcel, the individual residential unit on such Parcel, or for a Multifamily For-Rent Parcel or Multifamily For-Sale Parcel, an individual residential unit in a multifamily building.

3. Duration of the Special Tax

The Facilities Special Tax will be levied and collected until the earlier of (i) the Transition Year or (ii) Fiscal Year 2086-87. The Maintenance Special Tax will be levied and collected beginning in the Transition Year. The Maintenance Special Tax will be collected in perpetuity.

4. Administrative Tasks for the Facilities Special Tax

Tasks required of the Administrator are discussed below:

a. Annual Special Tax Escalation. Until the Transition Event, the Administrator shall increase the Maximum Annual Facilities Special Tax, the Maximum Annual Maintenance Special Tax and Maximum Annual Special Tax Rates by the Tax Escalation Factor in all Fiscal Years following the Base Year. After the Transition Event, the City, in its sole discretion, may determine whether to apply the Tax Escalation Factor to the Maximum Annual Maintenance Special Tax in any Fiscal Year.

b. Assignment of the Maximum Annual Facilities Special Tax to Original Parcels. **Attachment 1** identifies the Assigned Maximum Annual Facilities Special Tax for each Original Parcel at CFD formation, which is determined for each Large Lot Parcel based on the Expected Land Uses in each Large Lot Parcel at CFD Formation. The Assigned Maximum Annual Facilities Special Tax shall continue to apply to the geographic area to which it was assigned. If, before further Subdivision, the Administrator determines there are multiple Assessor's Parcels in a Large Lot Parcel, the Administrator shall assign the Maximum Annual Facilities Special Tax to each Assessor's Parcel on a pro rata basis to all Assessor's Parcels in that Large Lot Parcel based on the percentage share of Taxable Acreage identified for each Assessor's Parcel. Similarly, if the Administrator determines there are multiple Large Lot Parcels in an Assessor's Parcel, the Maximum Annual Facilities Special Tax shall equal the sum of the Assigned Maximum Annual Facilities Special Tax for all Large Lot Parcels in that Assessor's Parcel.

c. Assignment of the Maximum Annual Facilities Special Tax to Annexation Parcels. If Parcels are annexed to the CFD after formation, the Maximum Annual Facilities Special Tax shall be assigned to these Annexation Parcels using the definitions in **Section 2** and the Maximum Annual Facilities Special Tax per Unit or Acre shown in **Attachment 2** as adjusted by the Tax Escalation Factor applied by the Administrator, unless the Annexation Parcels are annexed with a new set of Maximum Annual Facilities Special Taxes. **Attachment 1** or **2** shall be amended, or a new attachment created, to include the Annexation Parcels and, if necessary, the applicable tax rates. If new Maximum Annual Facilities Special Taxes are created, **Attachments 1, 2**, and **3** should be amended to reflect the Maximum Annual Facilities Special Taxes for the Annexation Parcels. Once annexed, these annexed Parcels shall be considered Original and Successor Parcels and will be subject to the same procedures for assignment of the Maximum Annual Facilities Special Tax to Successor Parcels described in **Section 4.d**. The owner of the Annexation Parcels shall be responsible for paying all costs associated with annexing the Annexation Parcels to the CFD, but otherwise shall not be required to pay any other charge, fee or catch-up special tax in connection with or as a

condition of such annexation unless otherwise agreed to by the owner of the Annexation Parcel in connection with the annexation.

d. Assignment of the Maximum Annual Facilities Special Tax to Successor Parcels. As Original Parcels and Successor Parcels are Subdivided through creation of Final Small Lot Subdivision Maps, lot line adjustments or other Parcel amendments through the Subdivision Map Act process, the Administrator shall use the following steps to assign the Maximum Annual Facilities Special Tax to new Successor Parcels. As a result of each assignment of the Maximum Annual Facilities Special Tax upon Subdivision of an Original Parcel or Successor Parcel, the sum of the Maximum Annual Facilities Special Taxes assigned to the newly created Taxable Parcels shall never be less, but may be greater, than the Assigned Maximum Annual Facilities Special Tax for that Original Parcel or Successor Parcel.

   1. If an Original Parcel or Successor Parcel is Fully Subdivided into Single-Family Parcels with No Remainder Parcel(s). There shall be no net loss of Maximum CFD Special Tax Revenue as a result of the assignment of the Maximum Annual Facilities Special Tax to Single-Family Parcels. The Administrator shall use the following procedures to assign the Maximum Annual Facilities Special Tax to Single-Family Parcels. All references to Maximum Annual Facilities Special Taxes in the attachments are subject to application by the Tax Escalation Factor by the Administrator:

      A. Multiply the Maximum Annual Facilities Special Tax per Unit by Tax Category from **Attachment 2** by the number of Units for each Single-Family Parcel created by the Subdivision. Sum the Maximum Annual Facilities Special Taxes for all Single-Family Parcels created by the Subdivision.

      B. If the sum of Maximum Annual Facilities Special Taxes calculated in Step 4.d.1.A above is equal to or greater than the Assigned Maximum Annual Facilities Special Tax for the Original or Successor Parcel that was Subdivided, assign the Maximum Annual Facilities Special Tax per Unit by Tax Category as calculated in Step 4.1.d.A above to each Single-Family Parcel created by the Subdivision.

      C. If the sum of Maximum Annual Facilities Special Taxes calculated in Step 4.d.1.A above is less than the Assigned Maximum Annual Facilities Special Tax for the Original or Successor Parcel that was Subdivided, Proportionately increase the Maximum Annual Facilities Special Tax per Unit for all Units until the sum of resulting Maximum Annual Facilities Special Taxes from all 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.

   2. If Original or Successor Parcel Is Subdivided into Single-Family Parcels and One or More Remainder Parcels. When an Original or Successor Parcel is Subdivided into Single-Family Parcels and one or more Large Lot Parcels (or Remainder Parcels), the Assigned Maximum Annual Facilities Special Tax is apportioned to the Single-Family Parcels and Large Lot Parcels created by the Subdivision in the following manner:

      A. Apportion the Assigned Maximum Annual Facilities Special Tax to the area(s) that is/are being Subdivided into Single-Family Parcels and to the area(s) that will be

Remainder Parcel(s) on a pro rata basis, based on the percentage share of Taxable Acreage represented by each such area as compared to the total area of the Original or Successor Parcel.

B. For each area Subdivided into Single-Family Parcels, multiply the Maximum Annual Facilities Special Tax per Unit by Tax Category from **Attachment 2** by the number of Units for each Single-Family Parcel created by the Subdivision. Sum the Maximum Annual Facilities Special Taxes for all Single-Family Parcels created by the Subdivision.

C. For each area Subdivided into Single-Family Parcels, if the sum of Maximum Annual Facilities Special Taxes calculated in Step 4.d.2.B above is equal to or greater than the Assigned Maximum Annual Facilities Special Tax apportioned to that area of the Original or Successor Parcel that was Subdivided into Single-Family Parcels, assign the Maximum Annual Facilities Special Tax per Unit by Tax Category as calculated in Step 4.d.2.B above to each Single-Family Parcel created by the Subdivision.

D. For each area Subdivided into Single-Family Parcels, if the sum of Maximum Annual Facilities Special Taxes calculated in Step 4.d.2.B above is less than the Assigned Maximum Annual Facilities Special Tax apportioned to that area of the Original or Successor Parcel that was Subdivided into Single-Family Parcels, Proportionately increase the Maximum Annual Facilities Special Tax per Unit for all Units until the sum of resulting Maximum Annual Facilities Special Taxes from all Units equals the Assigned Maximum Annual Facilities Special Tax apportioned to that area of the Original or Successor Parcel that was Subdivided into Single-Family Parcels. Assign the Maximum Annual Facilities Special Tax calculated in this step to each new Single-Family Parcel created by the Subdivision.

E. For 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. 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.d.2.A. Assign to each Remainder Parcel, the lesser of the calculations in this step or in Step 4.d.2.A, but in no event less than the difference between the previously Assigned Maximum Annual Facilities Special Tax for the Original Parcel or Successor Parcel being Subdivided and the total of the Maximum Annual Facilities Special Tax for all Single-Family Parcels created by such Subdivision.

Once designated as a Remainder Parcel, such Parcel will be considered a Large Lot Parcel for the purposes of future Subdivisions and for the provisions of **Sections 4** through **6**.

3. <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>:

   A. Identify the Assigned Maximum Annual Facilities Special Tax for the Original Parcel or Successor Parcel that is being Subdivided or rezoned.

B. For each Taxable Parcel subject to rezone or created by Subdivision multiply the Maximum Annual Facilities Special Tax per Unit or per Acre by the number of Units or by the number of Acres by the appropriate Tax Category.

C. Sum the Maximum Annual Facilities Special Tax for each Taxable Parcel and compare it to the Assigned Maximum Annual Facilities Special Tax of the Original or Successor Parcel that is subject to rezone or is being Subdivided. If the sum of the Maximum Annual Facilities Special Tax for each Taxable Parcel is greater than the Assigned Maximum Annual Facilities Special Tax for the Original Parcel, the Administrator shall apply the Maximum Annual Facilities Special Tax calculated above for each Taxable Parcel.

D. If the sum of the Maximum Annual Special Tax is less than the Assigned Maximum Annual Facilities Special Tax for the Original Parcel, the Administrator shall Proportionately increase the Maximum Annual Facilities Special Tax calculated above for each Taxable Parcel until the sum of the Maximum Annual Special Tax is equal to the Assigned Maximum Annual Facilities Special Tax for the Original Parcel.

4. <u>If an Original Parcel or Successor Parcel is Subdivided creating multiple Nonresidential Use Parcels:</u>

A. Identify the Assigned Maximum Annual Facilities Special Tax for the Original Parcel or Successor Parcel that is being Subdivided.

B. For each Taxable Parcel created by Subdivision multiply the Maximum Annual Facilities Special Tax per Acre by the number of Acres by the appropriate Tax Category.

C. Sum the Maximum Annual Facilities Special Tax for each Taxable Parcel and compare it to the Assigned Maximum Annual Facilities Special Tax of the Original or Successor Parcel that is being Subdivided. If the sum of Maximum Annual Facilities Special Tax for each Taxable Parcel is greater than the Assigned Maximum Annual Facilities Special Tax for the Original Parcel, the Administrator shall apply the Maximum Annual Facilities Special Tax calculated above for each Taxable Parcel.

D. If the sum of the Maximum Annual Special Tax is less than the Assigned Maximum Annual Facilities Special Tax for the Original Parcel, the Administrator shall Proportionately increase the Maximum Annual Facilities Special Tax calculated above for each Taxable Parcel until the sum of the Maximum Annual Special Tax is equal to the Assigned Maximum Annual Facilities Special Tax for the Original Parcel.

e. <u>Affordable Units that Become Market-Rate Units</u>. 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.

f. 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 1**, **2** and **3** may be proportionately reduced for a given Tax Category, once, prior to the First Bond Sale. 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.

g. 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 2** were determined based on the Expected Land Uses for each Large Lot Parcel shown in **Attachment 1**. If the number of planned residential Units or Nonresidential Acreage is transferred from one Large Lot Parcel to another before recording of 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 as a result of the transfer. Should a transfer result in an amendment to **Attachment 1, 2, or 3** 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 1, 2,** or **3**. Before the transfer, the City may require a deposit from the requesting property owner for such costs.

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 newly 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. 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.

Tasks required of the Administrator are discussed below:

a. Assignment of the Maximum Annual Maintenance Special Tax to Developed Parcels. After the Transition Event, the Administrator shall assign the Maximum Annual Maintenance Special Tax to all Developed Parcels using the Maximum Annual Special Tax Rates for the Maintenance Special Tax by Tax Category shown in **Attachment 3**, 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.d** to assign the Maximum Annual Maintenance Special Tax to new Successor Parcels. ***When applying Section 4.d 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 3**, as adjusted by the Tax Escalation Factor.

d. 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.

e. Taxable Parcels Acquired by a Public Agency. A Taxable Parcel that is acquired by a public agency after the CFD is formed will remain subject to the applicable Special Tax unless the Special Tax obligation is satisfied pursuant to Section 53317.5 of the Government Code. An exception to this may be made if a Public Parcel, such as a park site, is relocated to a Taxable Parcel, in which case the previously Tax-Exempt Parcel of comparable acreage becomes a Taxable Parcel and the Maximum Annual Maintenance Special Tax from the previously Taxable Parcel is transferred to the new Taxable Parcel. This trading of a Parcel from a Taxable Parcel to a Public Parcel will be permitted to the extent there is no net loss in Maximum Annual CFD Special Tax Revenue and the transfer is agreed to by the owners of the Parcels involved in the transfer and the CFO.

6. Assignment of the Maximum Annual Special Tax

a. Classification of Parcels. For purposes of the next Fiscal Year tax levy, by June 30 of each Fiscal Year, using the Definitions in **Section 2**, the Parcel records of the Assessor's secured tax roll as of January 1, and other City development approval records, the Administrator shall cause:

1. Each Parcel to be classified as a Taxable Parcel or Tax-Exempt Parcel.

2. Each Parcel to be classified as a Developed Parcel, a Small Lot Tentative Map Parcel, a Large Lot Parcel (including Remainder Parcels), or an Undeveloped Parcel.

b. 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. 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 CFD formation until the Transition Event, the Maximum Annual Special Tax shall refer to the Facilities Special Tax. Beginning with the Transition Year, the Maximum Annual Special Tax shall refer to the Maintenance Special Tax.

The Administrator will compute the Annual Facilities Costs or Annual Maintenance Costs and determine the annual Special Tax levy for each Taxable Parcel based on the assignment of the Special Tax in **Sections 4, 5,** and **6**. The Administrator then will determine the tax levy for each Taxable Parcel using the following process:

Facilities Special Tax Levy

a. Compute the Annual Facilities Costs using the definition of Annual Facilities Costs in **Section 2**.

b. For all Taxable Parcels, calculate the Facilities Special Tax levy for each using the following steps:

Step 7.b.1. The Facilities Special Tax shall be levied proportionately on all Developed Parcels up to the amount of Annual Facilities Cost or up to 100 percent of the Maximum Annual Facilities Special Tax Revenue for all Developed Parcels, whichever is less.

Step 7.b.2. If additional revenue is needed after *Step 7.b.1.*, the Facilities Special Tax shall be levied proportionately on each Small Lot Tentative Map Parcel until the revenue from the Facilities Special Tax levy in this step, when added to the levy amount computed in *Step 7.b.1.*, equals the Annual Facilities Costs, or up to 100 percent of the Maximum Annual Facilities Special Tax Revenue for all Small Lot Tentative Map Parcels. As necessary, the Facilities Special Tax shall be levied on Small Lot Tentative Map Parcels for the entire portion of Annual Facilities Costs, excluding Pay-As-You-Go Costs.

Step 7.b.3. If additional revenue is needed after *Step 7.b.2.*, the Facilities Special Tax shall be levied proportionately on each Large Lot Parcel until the revenue from the Facilities Special Tax levy in this step, when added to the levy amount computed through *Step 7.b.2.*, equals the Annual Facilities Costs, or up to 100 percent of the Maximum Annual Facilities Special Tax Revenue for all Large Lot Parcels. As necessary, the Facilities Special Tax shall be levied on Large Lot Parcels for the entire portion of Annual Facilities Costs, excluding Pay-As-You-Go Costs.

Step 7.b.4. If additional revenue is needed after *Step 7.b.3.*, the Facilities Special Tax shall be levied on each Undeveloped Parcel until the revenue from the Facilities Special Tax levy in this step, when added to the levy amounts computed through *Step 7.b.3.*, equals the Annual Facilities Costs, or up to 100 percent of the Maximum Annual Facilities Special Tax Revenue for all Undeveloped Parcels. As necessary, the Facilities Special Tax shall be levied on Undeveloped Parcels for the entire portion of Annual Facilities Costs, excluding Pay-As-You-Go Costs.

Maintenance Special Tax Levy

c. Beginning in the Transition Year, compute the Annual Maintenance Cost using the definition of Annual Maintenance Costs in **Section 2**.

d. For all Taxable Parcels, calculate the Maintenance Special Tax levy for each using the following steps:

Step 7.d.1. The Maintenance Special Tax shall be levied proportionately on all Developed Parcels up to the amount of Annual Maintenance Cost or up to 100 percent of the Maximum Annual Maintenance Special Tax Revenue for all Developed Parcels, whichever is less.

Step 7.d.2. If additional revenue is needed after *Step 7.d.1.*, the Maintenance Special Tax shall be levied proportionately on each Small Lot Tentative Map Parcel until the revenue from the Maintenance Special Tax levy in this step, when added to the levy amount computed in *Step 7.d.1.*, equals the Annual Maintenance Costs, or up to 100 percent of the Maximum Annual Maintenance Special Tax Revenue for all Small Lot Tentative Map Parcels.

Step 7.d.3. If additional revenue is needed after *Step 7.d.2.*, the Maintenance Special Tax shall be levied proportionately on each Large Lot Parcel until the revenue from the Maintenance Special Tax levy in this step, when added to the levy amount computed through *Step 7.d.2.*, equals the Annual Maintenance Costs, or up to 100 percent of the Maximum Annual Maintenance Special Tax Revenue for all Large Lot Parcels.

Step 7.d.4. If additional revenue is needed after *Step 7.d.3.*, the Maintenance Special Tax shall be levied on each Undeveloped Parcel until the revenue from the Maintenance Special Tax levy in this step, when added to the levy amounts computed through *Step 7.d.3.*, equals the Annual Maintenance Costs, or up to

100 percent of the Maximum Annual Maintenance Special Tax Revenue for all Undeveloped Parcels.

e. Levy on each Taxable Parcel the amount calculated above.

f. Prepare the Tax Collection Schedule and, unless an alternative method of collection has been selected pursuant to **Section 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 50 percent, but not more or less than 50 percent of the Maximum Annual Facilities Special Tax. For Nonresidential Use Parcels, Full Prepayment is permissible at any time. Full Prepayment is not allowable for Residential Use Parcels.

In addition to the conditions above, the City may allow a Full or Partial Prepayment if the City determines that the Prepayment will not jeopardize its ability to make timely payments of Debt Service and maintain a 110-percent annual Debt Service coverage based on Maximum Annual Special Tax Revenues in all years where there will be Outstanding Bonds. Prepayments must be made by May 1 to have the Prepayment reflected in the following Fiscal Year's Special Tax levy. Prepayment is permitted only under the following conditions:

- The landowner prepaying the Facilities Special Tax on a Parcel has paid any delinquent Facilities Special Tax and penalties on that Parcel before Prepayment.
- Following Prepayment, amounts in the reserve fund are equal to or greater than the reserve fund requirement.
- The City determines that the Prepayment will not jeopardize its ability to make timely payments of Debt Service and maintain a 110-percent annual Debt Service coverage based on Maximum Annual Special Tax Revenues in all years in which issued Bonds will be outstanding.
- The portion of the Prepayment for the Development Impact Fee Deferral shall only be used to pay for the Development Impact Fee Deferral whether it was or is to be funded through annual special tax payments or through bonded indebtedness.

When permitted, the Administrator shall calculate Prepayments using the following steps:

a. The Full Prepayment amount shall be established by following the steps below:

Step 8.a.1: Determine the Facilities Special Tax for the Taxable Parcel for which the Facilities Special Tax is to be prepaid using the provisions of **Sections 4, 5,**

and **6**. If the Parcel is not designated as a Developed Parcel, determine the applicable Facilities Special Tax for the Parcel assuming it is a Developed Parcel.

Step 8.a.2: Increase the Facilities Special Tax by 2 percent per annum for the longer of (i) 30 years from the year in which the Parcel was first subject to the Facilities Special Tax as a Developed Parcel, or (ii) the end of the then-remaining Initial Bonding Period.

Step 8.a.3: Using a discounted rate equal to the most current yield for the 30-Year Treasury Constant Maturity, calculate the net present value of the revenue stream determined *Step 8.a.2*. If this yield is no longer available, the Administrator will select a yield rate from the most comparable type of security.

Step 8.a.4: Add to the amount calculated in *Step 8.a.3* interest on the Bonds being redeemed to the next redemption date.

Step 8.a.5: Add to the amount calculated in *Step 8.a.4* a redemption premium on the Bonds being redeemed (if any) as identified in the Bond Indenture(s).

Step 8.a.6: Add to the amount calculated in *Step 8.a.5* the Development Impact Fee Deferral amount applicable to the Parcel, as adjusted for inflation. If Bonds have been issued to finance the Development Impact Fee Deferral, follow *Step 8.a.2* and *8.a.3*, using for *Step 8.a.2* the longer of (i) 30 years from the year in which the Parcel was first subject to the Facilities Special Tax during the Deferral Bonding Period, or (ii) the end of the then-remaining Deferral Bonding Period.

Step 8.a.7: Add the administrative cost of processing the Prepayment to the amount calculated in *Step 8.a.6*.

Step 8.a.8: The amount in *Step 8.a.7* is the amount of the Full Prepayment of the Maximum Annual Special Tax for the Taxable Parcel.

b. Partial Prepayments will be calculated as described below:

The amount of any Partial Prepayment is limited to 50 percent of the Full Prepayment amount determined in *Step 8.a.8*. A Partial Prepayment may only be made in an amount equal 50 percent of the Full Prepayment desired by the party making a Partial Prepayment, except that the full amount of Administrative fees and expenses determined in *Step 8.a.7* shall be included in the Partial Prepayment. The Facilities Special Tax that can be levied on a Parcel after a Partial Prepayment is made is equal to one-half of the Facilities Special Tax that could have been levied before the Partial Prepayment.

9. Interpretation, Application, and Appeal of Special Tax Formula and Procedures

Any taxpayer who feels the amount of the Special Tax assigned to a Parcel is in error may file a notice with the 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.

Attachment 1
Torrente at Sierra Vista CFD No. 1 (Public Infrastructure)
Assigned Maximum Annual Facilities Special Taxes for Original Parcels for the Base Year of FY 2021-22

Large Lot Number [1]	Original Parcel(s)	Tax Category	Expected Land Uses: Acres	Expected Land Uses: Planned Units	Planned Units per Acre	Assigned Maximum Annual Facilities Special Tax per Unit	Assigned Maximum Facilities Special Tax per Large Lot No.
Improvement Area No. 1						**[2] [3]**	**[2] [3]**
CG - 1	498-010-063-000	LDR	17.47	115	6.58	$3,050	$350,750
CG - 20	498-010-062-000	MDR	3.70	44	11.89	$2,400	$105,600
Totals			**21.17**	**159**			**$456,350**

att1

[1] Indicates village identifier assigned by City in the Sierra Vista Specific Plan.
[2] This amount may be increased by the Tax Escalation Factor in each Fiscal Year following the Base Year as described in this RMA.
[3] If amended to include Annexation Parcels, the Maximum Annual Special Tax for Annexation Parcels would also be subject to the Tax Escalation Factor.

Attachment 2
Torrente at Sierra Vista CFD No. 1 (Public Infrastructure)
Maximum Annual Facilities Special Taxes by Tax Category
for the Base Year of FY 2021-22 [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)	$3,050.00	$0.00
Medium Density Residential (MDR)	$2,400.00	$0.00
High Density Residential (HDR) [2]		
High Density Residential (HDR) For-Sale [2]	$0.00	$0.00
High Density Residential (HDR) For-Rent [2]	$0.00	$0.00
Affordable Medium Density Residential	$0.00	$0.00
Affordable High Density Residential [2]	$0.00	$0.00
Very Low Affordable High Density Residential [2]	$0.00	$0.00
Nonresidential Uses [2]	***per Taxable Acre***	***per Taxable Acre***
Mixed Use (MU) [2]	$0.00	$0.00
Business Professional (BP) [2]	$0.00	$0.00
Community Commercial (CC) [2]	$0.00	$0.00
Undeveloped Property	$21,560.00	$0.00

att2

[1] This amount is subject to increase by the Tax Escalation Factor in each Fiscal Year following the Base Year as described in this RMA.
[2] If a Low Density Residential, Medium Density Residential or Affordable Medium Density Residential Parcel with a Special Tax is rezoned to a use with an identified Special Tax of $0 in this attachment, the Special Tax would be assigned to the Parcel using the provisions of Section 4 of this RMA.

Attachment 3
Torrente at Sierra Vista CFD No. 1 (Public Infrastructure)
Maximum Annual Maintenance Special Taxes by Tax Category
for the Base Year of FY 2021-21 [1]

Expected Land Uses (Tax Category)	Maintenance Special Tax per Unit/Taxable Acre Before Transition Event [1]	 After Transition Event [1]
Residential Uses	***per Unit***	***per Unit***
Low Density Residential (LDR)	$0.00	$1,525.00
Medium Density Residential (MDR)	$0.00	$1,200.00
High Density Residential (HDR) [2]		
High Density Residential (HDR) For-Sale [2]	$0.00	$0.00
High Density Residential (HDR) For-Rent [2]	$0.00	$0.00
Affordable Medium Density Residential	$0.00	$0.00
Affordable High Density Residential [2]	$0.00	$0.00
Very Low Affordable High Density Residential [2]	$0.00	$0.00
Nonresidential Uses [2]	***per Taxable Acre***	
Mixed Use (MU) [2]	$0.00	$0.00
Business Professional (BP) [2]	$0.00	$0.00
Community Commercial (CC) [2]	$0.00	$0.00
Undeveloped Property	$0.00	$0.00

att3

[1] This amount is subject to increase by the Tax Escalation Factor in each Fiscal Year following the Base Year as described in this RMA.

[2] If a Low Density Residential, Medium Density Residential or Affordable Medium Density Residential Parcel with a Special Tax is rezoned to a use with an identified Special Tax of $0 in this attachment, the Special Tax would be assigned to the Parcel using the provisions of Section 4 of this RMA.

BOOK _____ OF COMMUNITY FACILITIES DISTRICT, PAGE _____

LEGEND

- DISTRICT BOUNDARY
- PROPERTY LINE – ADJACENT PARCEL
- RIGHT–OF–WAY LINE
- COUNTY LIMIT LINE
- MONUMENT LINE/CENTERLINE

N

0 60' 120' 240'

SCALE: 1" = 120'

PROPOSED BOUNDARY MAP

CITY OF ROSEVILLE
TORRENTE AT SIERRA VISTA
COMMUNITY FACILITIES DISTRICT NO. 1
(PUBLIC FACILITIES)

CITY OF ROSEVILLE PLACER COUNTY CALIFORNIA

CITY CLERK'S MAP STATEMENT

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF TORRENTE AT SIERRA VISTA COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES), CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF ROSEVILLE, AT

A MEETING THEREOF, HELD ON THE DAY OF _____, 20_____, BY ITS

RESOLUTION NO. _____

_____
SONIA OROZCO, CITY CLERK
CITY OF ROSEVILLE
PLACER COUNTY, CALIFORNIA

CITY CLERK'S MAP FILING STATEMENT

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF

CALIFORNIA THIS _____ DAY OF _____, 20_____

_____
SONIA OROZCO, CITY CLERK
CITY OF ROSEVILLE
PLACER COUNTY, CALIFORNIA

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 20_____, AT THE HOUR

OF _____ O'CLOCK __M IN BOOK _____ OF MAPS OF ASSESSMENTS

AND COMMUNITY FACILITIES DISTRICT, AT PAGE(S) _____ IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF PLACER, STATE OF CALIFORNIA.

DOCUMENT NO._____

FEE $ _____

BY: _____
RYAN RONCO
COUNTY RECORDER
COUNTY OF PLACER

AUGUST 2021

J M H Weiss
Real Estate Development Consultants
Planning and Engineering
1731 Technology Drive, Suite 880
San Jose, CA 95110
(408) 286-4555
JMHWeiss.com

SHEET 1 OF 1

JMH JOB# 5204

EXHIBIT B

LIST OF AUTHORIZED FACILITIES AND SERVICES

CITY OF ROSEVILLE
TORRENTE AT SIERRA VISTA COMMUNITY FACILITIES DISTRICT NO. 1
(Public Facilities)

AUTHORIZED FACILITIES

Transportation Improvements

Public roadway improvements designed to meet the needs of the project, including those improvements identified in the project Development Agreement, including but not limited to;

- Baseline Road.
- Sierra Village Drive.
- Market Street.

Eligible roadway improvements include the following items: acquisition of land and easements; roadway design; project management; geotechnical engineering, testing and observations; bridge crossings and culverts; clearing, grubbing, and demolition; grading, soil import/export, paving (including slurry seal), and decorative/enhanced pavement concrete or pavers; power pole relocations; joint trenches, underground utilities, and undergrounding of existing utilities; dry utilities and appurtenances; curbs, gutters, sidewalks, bike trails (including on- and off-site), park and ride facilities, bus rapid transit improvements, including transfer stations and regional public transit improvements; retaining walls, sound walls, enhanced fencing, and access ramps; street lights, signalization, and traffic signal control systems; bus turnouts; signs and striping; erosion control; median and parkway landscaping and irrigation; entry monumentation; bus shelters; masonry walls; traffic control and agency fees; and other improvements related thereto. Eligible improvements for the roads listed above also include any and all necessary underground potable and non-potable water, sanitary sewer, and storm drainage system improvements.

Potable and Non-Potable Water System Improvements

Authorized facilities include any and all on- and off-site backbone water facilities designed to meet the needs of development of the project. These facilities include potable and non-potable mains, valves, services, and appurtenances; wells; and water treatment and storage facilities, and related improvements, including but not limited to: site clearing, grading, and paving; curbs and gutters; recycled water storage tanks, booster pump stations, and all appurtenances thereto; wells; water treatment; stand-by generator; site lighting, drainage, sanitary sewer, and water service; landscaping and irrigation; access gates and fencing; striping and signage; and the following:

- Water lines in/associated with authorized facility roads.
- Recycled water lines in/associated with authorized facility roads.
- Well construction or financial contributions thereto on, but not limited to, Specific Plan Parcels FD-63 or 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 3.14.7).

Park, Landscape Corridor and Paseo Improvements

Authorized facilities include any and all improvements to create and/or improve parks, landscape corridors, paseos and trails located in the project.

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 related to Specific Plan Parcels.
- 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 include any and all public facilities or infrastructure, including the project's pro-rata contribution to the land acquisition of the off-site fire station site, site clearing, grading, and street frontage improvements including curbs, gutters, and paving, including, but not limited to:

- Fire station 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.

AUTHORIZED SERVICES

The authorized services to be funded from the levy and collection of annual maintenance special taxes are the provision of public services, maintenance and operation related to any facilities authorized to be funded by the CFD with a useful life of 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 a 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.

FORMATION, ADMINISTRATIVE, BONDING, AND INCIDENTAL EXPENSES

In addition to the above facilities, other expenses incidental to the above and authorized by the Mello-Roos Community Facilities Act of 1982, including but not limited to: the cost of planning, permitting, and designing the facilities (including the cost of environmental evaluation, orthophotography, environmental remediation/mitigation, and preparation of an overarching Operation and Maintenance Plan for the City of Roseville Open Space Preserves); land acquisition and easement payments for the facilities; project management; construction staking; engineering studies and reports; utility relocation and demolition costs incidental to construction of the facilities, wetland/Species mitigation purchase; reimbursements to other areas for infrastructure facilities or planning serving development in the CFD;

Sierra Vista Specific Plan planning, legal, engineering, technical studies costs related to the facilities and any other expenses incidental to the construction, completion, and inspection of the facilities.
In addition, costs eligible to be financed by the CFD shall include all costs associated with the formation and ongoing administration of the CFD and issuance of bonds; reserve funds, 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
TORRENTE AT SIERRA VISTA
COMMUNITY FACILITIES DISTRICT NO. 1 (Public Facilities)
CITY OF ROSEVILLE, PLACER COUNTY, CALIFORNIA

The City of Roseville is considering the formation of a community facilities district (the "CFD") under the authority of the Mello-Roos Community Facilities Act of 1982, as amended, to fund certain public facilities related to new development within the City of Roseville, and to incur bonded indebtedness of the CFD.

This Notice contains a brief summary of the proposal, but you are referred to the City Council's Resolution of Intention of the City Council of the City of Roseville to Form a Community Facilities District and Levy a Special Tax in the City of Roseville Torrente at Sierra Vista Community Facilities District No. 1 (Public Facilities) to Finance the Acquisition and Construction of Certain Public Facilities in and for Such Community Facilities District (No. 21-_____, adopted _____, 2021) 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 Public Facilities in and for the City of Roseville Torrente at Sierra Vista Community Facilities District No. 1 (Public Facilities) (No. 21-_____, adopted _____, 2021) 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.

As set forth below, the City Council will hold a public hearing on the establishment of the CFD, 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 up to $30,000,000 in bonds (excluding refunding bonds) to be repaid by the facilities portion of the special tax. Neither the City of Roseville nor any person outside the CFD has any liability for the special tax or the bonds. The security for the bonds is limited to the property subject to the special tax within the CFD.

In order to confer the authority upon the City Council of the City of Roseville to levy the special tax and to issue the bonds, a public hearing must be held on the proposal, then the City Council will decide whether to form the CFD, and finally the qualified electors within the CFD must approve the proposal by a two-thirds vote. Where the CFD is uninhabited (as is the case here) the qualified electors are, pursuant to law, the owners of property within the CFD.

This is the notice of the public hearing. The public hearing will be held during the City Council meeting on November 3, 2021 at 6:00 p.m., in the Roseville Civic Center Council Chambers located at 311 Vernon Street, Roseville, California 95678.

At the hearing, the testimony of all interested persons or potential special taxpayers for or against the formation of the CFD, the authorization to levy the special tax, and the authorization to issue the bonds will be heard.

If written protests against the proposed CFD are delivered to the City Clerk at or before the time set for the hearing by either registered voters residing within, or the owners of property within, the proposed CFD, they will be counted toward a possible majority protest. Such protests by a majority of the registered voters residing within the CFD or by the owners of a majority of the land area within CFD which is or will be subject to the special tax, if not withdrawn prior to the close of the hearing so as to reduce the value of the protests to less than a majority, will require the proposed CFD to be eliminated from immediate consideration, and prevent its being included in a subsequent proceedings for at least one year.

If the City Council, after the public hearing, determines that a majority protest under Section 53324 of the California Government Code was not made at the hearing, the City Council may conduct an election by mailed ballot to levy a special tax within the CFD.

Questions should be directed to the undersigned, telephone (916) 774-5263.

Dated: _____, 2021

/s/ Sonia Orozco_____
Sonia Orozco, City Clerk
City of Roseville

CITY COUNCIL OF THE CITY OF ROSEVILLE

RESOLUTION NO. 21-402

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE OF INTENTION TO INCUR BONDED INDEBTEDNESS TO FINANCE THE ACQUISITION AND CONSTRUCTION OF CERTAIN PUBLIC FACILITIES IN AND FOR THE CITY OF ROSEVILLE TORRENTE AT SIERRA VISTA COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES)

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 and Authorize the Levy a Special Tax Therein to Finance Public Facilities and Public Services in and for Such Community Facilities District (the "Resolution of Intention"), stating its intention to form the City of Roseville Torrente at Sierra Vista Community Facilities District No. 1 (Public Facilities) (the "CFD") pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing at Section 53311, of the California Government Code (the "Act"), for the purpose of financing certain public 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 the CFD; and

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 public 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 $30,000,000. 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.

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.

5. In the event any series of bonds issued under the Authorization is refunded to produce savings meeting the requirement of Section 53362.5 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.

6. The City Council hereby sets November 3, 2021, 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 authorization for the CFD. 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. 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_____, 2021 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

BOOK _____ OF COMMUNITY FACILITIES DISTRICT, PAGE _____

LEGEND

- DISTRICT BOUNDARY
- PROPERTY LINE – ADJACENT PARCEL
- RIGHT–OF–WAY LINE
- COUNTY LIMIT LINE
- MONUMENT LINE/CENTERLINE

N

0 60' 120' 240'

SCALE: 1" = 120'

PROPOSED BOUNDARY MAP

CITY OF ROSEVILLE
TORRENTE AT SIERRA VISTA
COMMUNITY FACILITIES DISTRICT NO. 1
(PUBLIC FACILITIES)

CITY OF ROSEVILLE PLACER COUNTY CALIFORNIA

CITY CLERK'S MAP STATEMENT

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF TORRENTE AT SIERRA VISTA COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES), CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF ROSEVILLE, AT

A MEETING THEREOF, HELD ON THE DAY OF _____, 20_____, BY ITS

RESOLUTION NO. _____

_____
SONIA OROZCO, CITY CLERK
CITY OF ROSEVILLE
PLACER COUNTY, CALIFORNIA

CITY CLERK'S MAP FILING STATEMENT

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF

CALIFORNIA THIS _____ DAY OF _____, 20_____

_____
SONIA OROZCO, CITY CLERK
CITY OF ROSEVILLE
PLACER COUNTY, CALIFORNIA

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 20_____, AT THE HOUR

OF _____ O'CLOCK __M IN BOOK _____ OF MAPS OF ASSESSMENTS

AND COMMUNITY FACILITIES DISTRICT, AT PAGE(S) _____ IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF PLACER, STATE OF CALIFORNIA.

DOCUMENT NO._____

FEE $ _____

BY: _____
RYAN RONCO
COUNTY RECORDER
COUNTY OF PLACER

AUGUST 2021

J M H Weiss
Real Estate Development Consultants
Planning and Engineering
1731 Technology Drive, Suite 880
San Jose, CA 95110
(408) 286-4555
JMHWeiss.com

JMH JOB# 5204

COUNCIL COMMUNICATION

CC #: 1713
File #: 0201 & 0201-01

Title: Fiscal Year 2020-21 Year-End - Budget Adjustments
Contact: Scott Pettingell 916-746-1306 spettingell@roseville.ca.us

Meeting Date: 9/15/2021
Item #: 7.8.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt an ordinance to approve administrative adjustments to the FY2020-21 budget that were identified as part of the year-end close process to ensure compliance with the annual budget ordinance (no. 6239).

BACKGROUND

As part of the FY2020-21 year-end close process, Finance Department staff analyzes budget to actual results to ensure compliance with the annual budget ordinance (no. 6239). Finance Department staff has completed this review and has identified the following recommended administrative adjustments to the FY2020-21 budget:

1. Community Facilities District (CFD) - This recommended adjustment will align the annual CFD expenditure and revenue budgets with actuals. In addition, this adjustment will recognize several CFD bonds that were issued, received, and disbursed through the corresponding CFD improvement funds.

2. Workers' Compensation Claims - This budget adjustment is recommended to increase the claims expenditure budget in the Workers' Compensation Fund. The average cost per claim continues to trend higher because of temporary and permanent disability rate increases and higher medical and prescription drug costs. While staff tries to anticipate claim costs through the year, the severity and number of claims are always unknown. The expenditure increase of $1.25 million is offset by a revenue increase of $1.125 million in workers' compensation insurance proceeds revenue and a decrease in available resources of $125,000. There are adequate resources in the Workers' Compensation Fund (4211) for this expenditure increase.

3. Fire Strike Team Reimbursement - During FY2020-21, the Fire Department was deployed to two hurricanes and 27 fire assignments statewide through the California Fire Assistance Agreement and other state and federal aid contracts. Staff recommends approval of a budget adjustment for $1,042,532 ($862,716 in reimbursable labor costs and $3,059 in reimbursable items to the Fire Department budget, and $176,757 for overhead and apparatus use reimbursements to available resources in the General Fund). This adjustment is funded through

reimbursements received from our federal, state, and local partners.

4. General Liability Premium/Accident Repairs - This recommended budget adjustment will increase the expenditure budget in the General Liability Fund due to higher than anticipated insurance premiums and accident repair costs. The amount requested during the budget process is estimated based on potential increases; however, rates are unknown until late June. There are adequate available resources in the General Liability Fund (4231) for this adjustment.

5. Fire Department Grant Project - A grant award from the Placer County Office of Emergency Services was increased by $477 for an additional item related to hazmat equipment. Staff recommends a revenue and expenditure increase of $477 to reflect this change to the grant award.

6. Parks, Recreation & Libraries/Lighting and Landscaping Districts (LLD) and CFDs - Staff recommends a budget adjustment totaling $23,346 for landscape and park maintenance work, utility charges, and administrative fees in multiple LLD and CFDs. This work is funded with available fund balances in the respective LLD and CFDs.

7. Electric – Fuel and Purchased Power and Roseville Energy Park (REP) - Staff recommends a budget adjustment of $2.3 million to fuel and purchased power due to increased customer usage and additional power purchases to replace reduced hydroelectric generation during this drought year. Additionally, the REP major spring maintenance outage incurred higher repair costs than planned by approximately $3.5 million. The higher repair costs resulted from increased turbine equipment wear and tear that was discovered when the equipment was opened up for the maintenance inspection. Finally, the higher costs associated with fuel and purchased power and REP's major spring outage are partially offset by vacant position(s) salary savings of $2.0 million and reduced training/travel of $0.4 million. Approval of this budget adjustment will reduce the Electric fund balance by approximately $3.3 million. There are adequate resources in the Electric Fund (6001) for this expenditure increase.

8. Sale of Surplus Property - This recommended budget adjustment increases revenues and available resources in the Strategic Improvement Fund (1030) by $5.4 million for the sale of surplus properties located at 324 Vernon Street (Post Office) and 290 Conference Center Drive. Escrows closed on these City Council-approved surplus property sales during FY2020-21.

9. Unemployment and Vision Insurance Claims and Premiums - Staff recommends adjusting the budget in the Unemployment Fund (4251) due to higher than anticipated claims ($233,000) attributable to the pandemic and state CARES Act revenues ($110,000). The balance of $123,000 will come from available resources in the Unemployment Fund. Additionally, staff recommends adjusting the budget in the Vision Insurance Fund (4271) due to higher than anticipated premiums/claims expenditures. There are adequate available resources in the Vision Insurance Fund for this expenditure increase.

10. Retiree Medical Benefits - Retiree medical benefit costs were $11,500 higher than anticipated in the Consolidated Transportation Services Fund (6540) and $14,500 higher than expected in the Facility Services Fund (4061). There are adequate available resources in each of these separate funds for this recommended adjustment.

11. Police Evidence - The Police Department had greater than expected expenditures for police property return in FY2020-21. These funds are held for safekeeping or, after case adjudication, returned to the proper owner/finder. This recommended budget adjustment will increase

appropriations by $1,982. The increased expenditures are offset by additional revenues received in the Police Property Fund (2601).

12. City County Mitigation Fund - In Fiscal Year 2019-20, the City Council approved a budget adjustment of $50,000 from the City County Mitigation Fund (3395) to reimburse Placer County Transportation Planning Agency pursuant to the letter of agreement with the City of Roseville to cover the cost associated with the preparation of the Riego/Baseline Road Widening project specifically within the city boundary of Roseville. A portion of this reimbursement was paid in FY2020-21 instead of FY2019-20 as initially anticipated. A budget adjustment of $27,200 from the City County Mitigation Fund is recommended to fund the balance of this reimbursement in FY2020-21.

13. Fire Station 5 Fuel Convault - This budget adjustment is recommended to cover higher than anticipated costs of professional services for the Fire Station - 5 Convault rehabilitation and movement from 401 Oak St. There are adequate available resources in the Building Fund (3101) to fund this adjustment.

14. Central Park Phase I Project - Staff recommends an increase to the Central Park Phase I project (400011) due to costs posted to this project after the remaining budget was transferred to the Central Park Phase III project (500076) in FY2019-20. Upon approval of this adjustment, staff will close the Central Park Phase I Project.

15. Public Works Capital Improvement Projects - This recommended budget adjustment will increase the expenditure budget in the Oak Street Parking Garage project (400054) by $217, Blue Oaks Pleasant Grove Changeable Message Sign project (400057) by $1,397, 2017 Residential Resurfacing project (400073) by $37,568, Parcel W 81 Bike Trail 1 project (400130) by $645, and the Fire Station Renovation and Restoration (500084) project by $7,812. Project expenditures in each of these projects exceeded initial estimates. There are adequate resources available in the Successor Agency to the Former RDA Fund ($217), Traffic Mitigation Fund ($1,397), Road Maintenance and Rehabilitation Fund ($37,568), Neighborhood Park - West Roseville Specific Plan Fund ($645), and Facility Rehabilitation Fund ($7,812) to fund these recommended adjustments. Completed projects, including the 2017 Residential Resurfacing project, Parcel W 81 Bike Trail 1, Fire Station Renovation and Restoration projects, will be closed upon approval of this adjustment.

16. Fleet Replacement Fund/Cable TV PEG Fund - This recommended budget adjustment transfers $11,843 from the Fleet Replacement Fund (4005) to the Cable TV PEG fund (2701). The Cable TV PEG fund is no longer supporting the cost of any vehicles; therefore, the accumulated replacement funds in the Fleet Replacement Fund will be returned to the Cable TV PEG Fund.

17. Equipment Replacement Fund - The City contributed to purchasing a shared SWAT robot with the City of Rocklin. The final cost of the robot was $11,879 less than anticipated. The City of Rocklin has reimbursed the City for the cost savings, and the funds were deposited in the Equipment Replacement Fund. Staff recommends transferring the $11,879 from the Equipment Replacement Fund to the General Fund, the original contributing fund.

18. State Revolving Fund Loans - The City has two State Revolving Fund loans, one for the Pleasant Grove Wastewater Treatment Plant (PGWWTP) Energy Recovery project (500166) and one for the PGWWTP Expansion project (500167). In FY2020-21, the City received loan draw proceeds from each loan. These draws were reimbursements for FY2020-21 project

expenditures. The expenditures are incurred by the South Placer Wastewater Authority (SPWA), and the City reimbursed SPWA with these draws. This budget adjustment increases the Wastewater Construction Fund (6220) revenues for the loan draws and increases expenditures in the same fund (6220) for the pass-through payments to SPWA.

FISCAL IMPACT

The recommended adjustments to the FY2020-21 budget will result in the following changes in budget and available resources. There are adequate resources available within all of the impacted funds.

Budget Adjustment	Fund	Change in Expenditure / Expense Budget	Change in Revenue Budget	Change in Available Resources
1- Community Facilities Districts (CFDs)	Multiple	$ 143,046,096	$ 76,089,595	$ (66,956,501)
2- Workers' Compensation Claims	Workers' Compensation Fund (4211)	$ 1,250,000	$ 1,125,000	$ (125,000)
3- Fire Strike Team Reimbursement	General Fund (1001)	$ 865,774	$ 1,042,531	$ 176,757
4- General Liability Premiums/Repairs	General Liability Fund (4231)	$ 185,000	$ -	$ (185,000)
5- Fire Department Grant Project	General Fund (1001)	$ 477	$ 477	$ -
6- PRL Lighting and Landscaping Districts (LLD) and Community Facility District (CFD) Maintenance Costs	Multiple	$ 23,346	$ -	$ (23,346)
7- Electric - Fuel and Purchased Power and Roseville Energy Park (REP)	Electric (6001)	$ 3,342,272	$ -	$ (3,342,272)
8- Sale of Surplus Property	Strategic Improvement Fund (1030)	$ -	$ 5,382,306	$ 5,382,306
9- Unemployment	Unemployment			

9- Unemployment and Vision Insurance Claims and Premiums	Insurance Fund (4251)	$ 233,000	$ 110,000	$ (123,000)
	Vision Insurance Fund (4271)	$ 12,000	$ -	$ (12,000)
10- Retiree Medical Benefits	Facilities Services Fund (4061)	$ 14,500	$ -	$ (14,500)
	Consolidated Transportation Services Fund (6540)	$ 11,500	$ -	$ (11,500)
11- Police Evidence	Police Property Fund (2601)	$ 1,982	$ 1,982	$ -
12- City County Mitigation Fund	City County Mitigation Fund (3395)	$ 27,200	$ -	$ (27,200)
13- Fire Station 5 Fuel Convault	Building Fund (3101)	$ 7,200	$ -	$ (7,200)
14- Central Park Phase I Project	City Wide Park Fund (3303)	$ 6,694	$ -	$ (6,694)
15- Public Works Capital Improvement Projects	Successor Agency to the former RDA Fund (7201)	$ 217	$ -	$ (217)
	Traffic Mitigation Fund (3151)	$ 1,397	$ -	$ (1,397)
	Road Maintenance and Rehab Fund (2307)	$ 37,568	$ -	$ (37,568)
	Neighborhood Park - West Roseville SP Fund (3311)	$ 645	$ -	$ (645)
	Facility Rehabilitation Fund (4065)	$ 7,812	$ -	$ (7,812)
16- Fleet Replacement / Cable TV PEG Fund	Fleet Replacement (4005)	$ 11,843	$ -	$ (11,843)
	Cable TV PEG Fund (2701)	$ -	$ 11,843	$ 11,843
17- Equipment Replacement	General Fund (1001)	$ -	$ 11,879	$ 11,879
	Equipment Replacement Fund (4031)	$ -	$ -	$ -
18- State Revolving Fund	Wastewater Construction Fund	$ 6,422,948	$ 6,422,948	$

Revolving Fund Loans	Construction Fund (6220)	$ 6,422,948	$ 6,422,948	$ -

ENVIRONMENTAL REVIEW

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

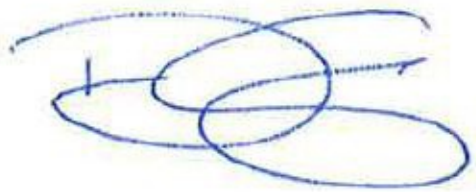
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal A - Remain fiscally responsible in a changing world

Respectfully Submitted,

Scott Pettingell, Budget Manager

Dennis Kauffman, Assistant City Manager/Chief Financial Officer



Dominick Casey, City Manager

ATTACHMENTS:

Description

Ordinance 6396

Budget Adjustment

ORDINANCE NO. 6396

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2020-21 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 2020-21, is hereby amended as listed on the attached budget adjustment for the alignment of the budget with the FY 2020-21 actuals.

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

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

PASSED AND ADOPTED by the Council of the City of Roseville, this _____day of_____, 2021, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

REQUEST FOR BUDGET ADJUSTMENT

REQUESTER NAME & TITLE: Jeannine Thrash, Management Analyst
FISCAL YEAR: 2020-21
PREPARER NAME & TITLE: Jeannine Thrash, Management Analyst
COUNCIL DATE (if applicable): 9/15/2021
DEPARTMENT/DIVISION: Finance Administration
ORDINANCE:

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
					see attached - 9 pages
			TOTAL	-	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
			TOTAL	-	

NET ADJUSTMENT	-	

FUND BALANCE

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
			TOTAL	-	

Justification for Budget Adjustment:

Page 1- reconciling the actuals to the budgets since they varied from the original budgets.
Pages 2-9 Throughout the fiscal year (2021) several Community Facilities District (CFD) bonds were issued and funds were received and disbursed through the corresponding CFD's improvement funds. Since the bond transactions are unknown when the budgets were adopted in June 2020, this budget adjustment aligns the budgets with the FY2020-21 actuals.

REQUIRED APPROVALS:

Dennis Kauffman — Digitally signed by Dennis Kauffman Date: 2021.08.27 11:04:24 -07'00'
REQUESTING DEPARTMENT HEAD / DESIGNEE — DATE

Scott Pettingell — Digitally signed by Scott Pettingell Date: 2021.08.27 10:34:22 -07'00'
BUDGET MANAGER / DESIGNEE — DATE

Dennis Kauffman — Digitally signed by Dennis Kauffman Date: 2021.08.27 11:04:41 -07'00'
CHIEF FINANCIAL OFFICER / DESIGNEE — DATE

CITY MANAGER / DESIGNEE — DATE

BUDGET DEPARTMENT USE ONLY:

POSTED BY — DATE

Revised: June 24, 2019

Finance Administration
Request for Budget Adjustment
COUNCIL DATE (if applicable): 9/15/2021

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
7401	5552	80701		48	Increase-add budget for increase to total City admin fees
7401	5558	80701		(24)	Decrease-budget not needed for County fees
7401	5569	80701		12,071	Increase- pass through payments for Vernon Street PBID were higher than budgeted due to delinquency payments being received
7411	6601	82001		50	Increase Northwest CFD 1 interest expense
7415	6690	82001		30,000	Increase-North Roseville CFD 1-Bond call-principal redemption
			TOTAL	42,145	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
7401	4050	80701		6,209	Increase to Property tax collection for Fund 7401
			TOTAL	6,209	

NET ADJUSTMENT	35,936	

AVAILABLE RESOURCES

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
7401				(5,886)	Decrease in available resources Fund 7401, Vernon Street PBID Association
7411				(50)	Decrease in available resources Fund 7411 (Northwest CFD 1)
7415				(30,000)	Decrease in available resources Fund 7415 (North Roseville CFD 1)
			TOTAL	(35,936)	

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
3007	6587	80301		(1,610,945)	Decrease-Westpark CFD 1 Pay-as-you-go not paid out in FY21
7425	5411	80701		(1,610,945)	Decrease-Westpark CFD 1 Pay-as-you-go not paid out in FY21 so funds moved into fund 3007
			TOTAL	(3,221,890)	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
3007	4790	80301		(1,610,945)	Decrease-Westpark CFD 1 Pay-as-you-go not paid in FY21 so funds did not get moved into 3007.
			TOTAL	(1,610,945)	

NET ADJUSTMENT	(1,610,945)	

AVAILABLE RESOURCES

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
3007				-	No net change to fund 3007
7425				1,610,945	Increase in available resources for Westpark CFD 1-pay as you go not paid out in FY21.
			TOTAL	1,610,945	

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
3012	6505	80301		764,554	Increase- Paid to developer from Westbrook CFD 1 bond proceeds
3012	6587	80301		(73,849)	Decrease-Westbrook CFD 1 Pay-as-you-go not paid in FY21
7431	5411	80701		(183,849)	Decrease-Westbrook CFD 1 Pay-as-you-go not paid in FY21
			TOTAL	506,856	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
3012	4790	80301		(183,849)	Decrease-Westbrook CFD 1 Pay-as-you-go not paid in FY21 so funds did not get moved into 3012.
			TOTAL	(183,849)	

NET ADJUSTMENT	690,705	

AVAILABLE RESOURCES

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
3012				(874,554)	Decrease in available resources from Westbrook CFD 1 improvement fund.
7431				183,849	Increase in available resources for Westbrook CFD 1-pay as you go not paid out in FY21.
			TOTAL	(690,705)	

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
3013	5582	80301		187,742	Increase- HP Campus Oaks CFD 1-pay-as-you go reimbursement to developer
3013	6587	80301		(253,233)	Decrease-HP Campus Oaks CFD 1 Pay-as-you-go not paid in FY21
3013	6620	80301		50,834	Increase- HP Campus Oaks CFD 1-Pay-as-you go (Interest portion)
7432	5411	80701		(387,477)	Decrease-HP Campus Oaks CFD 1 Pay-as-you-go not paid in FY21
7432	5582	80701		238,575	Increase-HP Campus Oaks CFD 1-pay-as-you go payment to developer-funds moved to fund 3013.
7432	5585	80701		20,363	Increase-HP Campus Oaks CFD 1-reimbursement for overpayment on payoff
7432	6620	82001		34,500	Increase-HP Campus Oaks CFD 1-Bond premium paid for bond call
7432	6690	82001		1,125,000	Increase-HP Campus Oaks CFD 1-Bond call-principal redemption
			TOTAL	1,016,304	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
3013	4790	80301		(148,902)	Decrease-HP Campus Oaks CFD 1 Pay-as-you-go not paid in FY21 so funds did not get moved into 3013.
7432	4050	80701		601,576	Increase-HP Campus Oaks CFD 1-collection of special assessments from FY20 tax levy paid during FY21
7432	4052	80701		1,098,653	Increase-HP Campus Oaks CFD 1-collection of prepayment from home owner.
			TOTAL	1,551,327	

NET ADJUSTMENT	(535,023)	

AVAILABLE RESOURCES

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
3013				(134,245)	Decrease in available resources to HP Campus Oaks CFD 1 improvement fund 3013.
7432				669,268	Increase in available resources for HP Campus Oaks CFD 1 fund 7432
			TOTAL	535,023	

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
7433	5569	80701		29,670,532	Increase-Add budget for bond proceeds pass through to fund 3014 (Fiddyment Ranch CFD 5 Improvement Fund)
7433	6630	80701		464,540	Increase-The Fiddyment Ranch CFD 5 cost of issuance fees for Series 2021 bonds
3014	6505	80301		18,965,222	Increase- Paid to developer from The Fiddyment Ranch CFD 5: $3,608,785 in available funds and the remainder with new 2021 bond proceeds
			TOTAL	49,100,294	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
3014	4780	80301		29,670,532	Increase-Add budget for bond proceeds pass through from Fund 7433 (Fiddyment Ranch CFD 5 Special Tax Fund) to Fund 3014.
			TOTAL	29,670,532	

NET ADJUSTMENT	19,429,762	

AVAILABLE RESOURCES

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
7433				(30,135,072)	Decrease in available resources-Expenditures spent out of fund 7433. Bond proceeds moved to Fund 3014
3014				10,705,310	Increase in available resources-Bond proceeds
			TOTAL	(19,429,762)	

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
7434	5569	80701		10,317,174	Increase-Add budget for bond proceeds pass through to fund 3019 (Creekview CFD 1 Improvement Fund)
7434	6620	80701		4,396	Increase-Add budget for Creekview CFD 1 bond related fees
7434	6630	80701		467,883	Increase-Creekview CFD 1 cost of issuance fees
3019	6505	80301		10,146,689	Increase-Add budget for bond draws #1-3. Paid to developer from Creekview CFD 1 bond proceeds
7434	6601	82001		258,024	Increase-Add budget for Creekview CFD 1 Interest pymt (to Center 82001-Debt Service)
			TOTAL	21,194,166	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
3019	4780	80301		10,317,174	Increase-Add budget for bond proceeds pass through from Fund 7434 (Creekview CFD 1 Special Tax Fund)
7434	4390	80701		3,000	IncreaseAdd budget for admin fee to Fund 7434 (Creekview CFD 1 Special Tax Fund) first year fees
			TOTAL	10,320,174	

NET ADJUSTMENT	10,873,992	

AVAILABLE RESOURCES

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
7434				(11,044,477)	Decrease in available resources-Creekview CFD 1 Bond proceeds moved from fund 7434 to Fund 3019.
3019				170,485	Increase in available resources fund 3019-funds still remaining
			TOTAL	(10,873,992)	

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
7436	5569	80701		9,270,418	Increase-Add budget for bond proceeds pass through to fund 3019 (Villages at Sierra Vista CFD 1 improvement Fund)
7436	6630	80701		418,153	Increase-Villages at Sierra Vista CFD 1 cost of issuance fees
7436	6601	82001		39,855	Increase-Villages at Sierra Vista CFD 1- Series 2020 1st interest payment
3015	5582	80301		6,236,726	Increase-bond draw pay-as you go pymt to developer
3015	6505	80301		2,904,299	Increase- Reimbursing developer from Villages at Sierra Vista CFD 1 bond proceeds
3015	6620	80301		145,316	Increase-bond draw-pay-as-you-go interest portion paid
			TOTAL	19,014,767	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
3015	4780	80301		9,270,418	Increase-Add budget for bond proceeds pass through from Fund 7436 (Villages at Sierra Vista CFD 1 CFD 1 Special Tax Fund)
			TOTAL	9,270,418	

NET ADJUSTMENT	9,744,349	

AVAILABLE RESOURCES

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
7436				(9,728,426)	Decrease in available resources-Expenditures spent out of fund 7436. Bond proceeds moved to Fund 3015
3015				(15,923)	Decrease in available resources-Villages at Sierra Vista CFD 1 Improvement Fund-This was offset with BNY accrued interest
			TOTAL	(9,744,349)	

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
7435	5569	80701		7,873,277	Increase-Add budget for bond proceeds pass through to fund 3017-Westpark-Federico CFD 1 Improvement Fund
7435	6630	80701		316,550	Increase-SVSP Westpark-Federico CFD 1 cost of issuance fees
3017	6620	80301		67,732	Increase- paid FY20 Interest owed from SVSP Westpark-Federico CFD 1 pay-as-you-go balance to developer.
3017	6620	80301		231,587	Increase- paid FY21 Interest owed from SVSP Westpark-Federico CFD 1 pay-as-you-go balance to developer.
3017	6505	80301		7,573,958	Increase- Reimbursing developer from SVSP Westpark-Federico CFD 1 2021 bond proceeds
			TOTAL	16,063,104	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
3017	4780	80301		7,873,277	Increase-Add budget for bond proceeds pass through from Fund 7435 (SVSP Westpark-Federico CFD 1 Special Tax Fund)
			TOTAL	7,873,277	

NET ADJUSTMENT	8,189,827	

AVAILABLE RESOURCES

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
7435				(8,189,827)	Decrease in available resources-Expenditures spent out of fund 7435. Bond proceeds moved to Fund 3017
3017				-	No net change to Fund 3017.
			TOTAL	(8,189,827)	

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
7438	5569	80701		19,192,452	Increase-Add budget for bond proceeds pass through to fund 3019 (The Ranch at Sierra Vista CFD 1 Improvement Fund)
7438	6630	80701		565,057	Increase-The Ranch at Sierra Vista CFD 1 cost of issuance fees
3018	6505	80301		19,192,452	Increase- Paid to developer from The Ranch at Sierra Vista CFD 1 bond proceeds
7438	6601	82001		380,389	Increase-Add budget for The Ranch at Sierra Vista CFD 1 interest payment (to Center 82001-Debt Service)
			TOTAL	39,330,350	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
3018	4780	80301		19,192,452	Increase-Add budget for bond proceeds pass through from Fund 7438 (The Ranch at Sierra Vista CFD 1 Special Tax Fund)
			TOTAL	19,192,452	

NET ADJUSTMENT	20,137,898	

AVAILABLE RESOURCES

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
7438				(20,137,898)	Decrease in available resources-Expenditures spent out of fund 7438. Bond proceeds moved to Fund 3018
3018				-	
			TOTAL	(20,137,898)	

REQUEST FOR BUDGET ADJUSTMENT

REQUESTER NAME & TITLE: David Rawe, Risk Manager
FISCAL YEAR: 2021
PREPARER NAME & TITLE: Alexandra Marquez, Budget Analyst
COUNCIL DATE (if applicable): 9/15/21
DEPARTMENT/DIVISION: Human Resources / Risk Management
ORDINANCE:

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
4211	5503	28010		1,250,000	Increase in claims expenditure budget in Worker's Compensation Fund
			TOTAL	1,250,000	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
4211	4774	28010		1,125,000	Increase Workers' Compensation Refund revenue
			TOTAL	1,125,000	

NET ADJUSTMENT	125,000	

FUND BALANCE

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
4211				(125,000)	Decrease Workers' Compensation available resources
			TOTAL	(125,000)	

Justification for Budget Adjustment:

This budget adjustment is recommended to increase the claims expenditure budget in the Workers' Compensation Fund. The average cost per claim continues to trend higher because of temporary and permanent disability rate increases and higher medical and prescription drug costs. While staff tries to anticipate claims cost through the year, the severity and number of claims are always unknown. The expenditure increase is offset by a revenue increase in Workers' Compensation Refund revenues and a decrease in available resources. There are adequate resources in the Workers' Compensation Fund (4211) for this expenditure increase.

REQUIRED APPROVALS:

Stacey Peterson — 8.26.21
REQUESTING DEPARTMENT HEAD / DESIGNEE — DATE

Scott Pettingell — Digitally signed by Scott Pettingell Date: 2021.08.27 09:33:23 -07'00'
BUDGET MANAGER / DESIGNEE — DATE

Dennis Kauffman — Digitally signed by Dennis Kauffman Date: 2021.08.27 10:23:30 -07'00'
CHIEF FINANCIAL OFFICER / DESIGNEE — DATE

CITY MANAGER / DESIGNEE — DATE

BUDGET DEPARTMENT USE ONLY:

POSTED BY — DATE

Revised: September 14, 2020

8/26/20219:36 AM

CITY OF ROSEVILLE CALIFORNIA

REQUEST FOR BUDGET ADJUSTMENT

REQUESTER NAME & TITLE: Katrina Rostam, Management Analyst
FISCAL YEAR: 2020-2021

PREPARER NAME & TITLE: Katrina Rostam, Management Analyst
COUNCIL DATE (if applicable): Year End

DEPARTMENT/DIVISION: Fire Department - Fire Administration
ORDINANCE:

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
1001	5010	48001		15,841	Fire Admin - Reimb OT
1001	5010	48020		16,914	FLS - Reimb OT
1001	5010	48030		797,318	Fire Ops - Reimb OT
1001	5010	48040		32,643	Fire Sup Serv - Reimb OT
1001	5461	48040		3,058	Reimb Items Suport Serv
			TOTAL	865,774	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
1001	4780	48030		1,042,531	Strike team reimbursment
			TOTAL	1,042,531	

NET ADJUSTMENT	(176,757)	

FUND BALANCE

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
1001				176,757	Increase to available resources
			TOTAL	176,757	

Justification for Budget Adjustment:

During FY2020-2021, the Fire Department has been deployed to two hurricanes and 27 fire assignments statewide through the California Fire Assistance Agreement and other state and federal aid contracts. The department is requesting a budget adjustment for $1,042,532 ($862,716 in reimbursable labor costs in addition to the $3,059 in reimburseable items and $176,757 to available General Fund resources). This will be funded through reimbursements received from our Federal, State and local partners.

REQUIRED APPROVALS:

Dennis Kauffman — 8-25-2021
REQUESTING DEPARTMENT HEAD / DESIGNEE — DATE

Scott Pettingell — Digitally signed by Scott Pettingell Date: 2021.08.27 09:34:43 -07'00'
BUDGET MANAGER / DESIGNEE — DATE

Dennis Kauffman — Digitally signed by Dennis Kauffman Date: 2021.08.27 10:22:55 -07'00'
CHIEF FINANCIAL OFFICER / DESIGNEE — DATE

CITY MANAGER / DESIGNEE — DATE

BUDGET DEPARTMENT USE ONLY:

POSTED BY — DATE

Revised: June 8, 2021

8/24/20218:23 AM

REQUEST FOR BUDGET ADJUSTMENT

REQUESTER NAME & TITLE: David Rawe, Risk Manager
FISCAL YEAR: 2021
PREPARER NAME & TITLE: Alexandra Marquez, Budget Analyst
COUNCIL DATE (if applicable): 9/15/21
DEPARTMENT/DIVISION: Human Resources / Risk Management
ORDINANCE:

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
4231	5501	28010		146,000	Increase premiums expenditure budget in the General Liability Fund
4231	5429	28010		39,000	Increase repairs and maintenance - Accident
			TOTAL	185,000	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
			TOTAL	-	

NET ADJUSTMENT	185,000	

FUND BALANCE

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
4231				(185,000)	Decrease General Liability Fund available resources
			TOTAL	(185,000)	

Justification for Budget Adjustment:

This budget adjustment requests authority to increase the expenditure budget in the General Liability Fund due to higher than anticipated insurance premiums and accident repair costs. The amount requested during the budget process is estimated based on potential increases; however, rates are unknown until late June. There are adequate resources in the General Liability Fund (4231) for this expenditure increase.

REQUIRED APPROVALS:

Stacey Peterson 8.26.21
REQUESTING DEPARTMENT HEAD / DESIGNEE — DATE

Scott Pettingell Digitally signed by Scott Pettingell Date: 2021.08.27 09:35:30 -07'00'
BUDGET MANAGER / DESIGNEE — DATE

Dennis Kauffman Digitally signed by Dennis Kauffman Date: 2021.08.27 10:24:16 -07'00'
CHIEF FINANCIAL OFFICER / DESIGNEE — DATE

CITY MANAGER / DESIGNEE — DATE

BUDGET DEPARTMENT USE ONLY:

POSTED BY — DATE

Revised: September 14, 2020

REQUEST FOR BUDGET ADJUSTMENT

REQUESTER NAME & TITLE: Katrina Rostam, Management Analyst II
FISCAL YEAR: 2020-2021
PREPARER NAME & TITLE: Katrina Rostam, Management Analyst II
COUNCIL DATE (if applicable): TBD
DEPARTMENT/DIVISION: Fire Department/Fire Operations
ORDINANCE:

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
1001	5399	84001	700024	477	Fire's project award increased. Funds already spent. OES grant for hazmat, tech equipment.
			TOTAL	477	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
1001	4401	84001	700024	477	Fire's project award increased. Funds already spent. OES grant for hazmat, tech equipment.
			TOTAL	477	

NET ADJUSTMENT	-	

FUND BALANCE

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
			TOTAL	-	

Justification for Budget Adjustment:

A grant from Placer County Office of Emergency Services was increased by $477.00 for an additional item related to hazmat equipment. The funds have already been expended. The Fire Department is requesting an increase in funds to reflect that $477.00 increase.

REQUIRED APPROVALS:

Rick Bartee — May 28, 2021
REQUESTING DEPARTMENT HEAD / DESIGNEE — DATE

Scott Pettingell — Digitally signed by Scott Pettingell Date: 2021.08.27 09:38:54 -07'00'
BUDGET MANAGER / DESIGNEE — DATE

Dennis Kauffman — Digitally signed by Dennis Kauffman Date: 2021.08.27 10:24:52 -07'00'
CHIEF FINANCIAL OFFICER / DESIGNEE — DATE

CITY MANAGER / DESIGNEE — DATE

BUDGET DEPARTMENT USE ONLY:

POSTED BY — DATE

Revised: June 24, 2019

5/28/20218:19 AM

CITY OF ROSEVILLE CALIFORNIA

REQUEST FOR BUDGET ADJUSTMENT

REQUESTER NAME & TITLE: Rendi Hodge, Management Analyst
FISCAL YEAR: FY2020-21

PREPARER NAME & TITLE: Rendi Hodge, Management Analyst
COUNCIL DATE (if applicable): 9/15/2021

DEPARTMENT/DIVISION: Parks, Recreation & Libraries/Parks
ORDINANCE:

Expenditures/Expenses/Transfers Out

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
2008	5453	80201		15,000	Increase North West Zone A LLD for utility charges.
2023	5423	80201		3,000	Increase Riverside for accident damage repairs.
2105	5423	80251		1,000	Increase Stoneridge Parcel 1 CFD due to additional landscape maintenance.
2121	5550	80251		3,346	Increase Creekview CFD2 for Admin Fees.
2009	5423	80201		1,000	Increase North West Zone B LLD for irrigation repairs.
			TOTAL	23,346	

Revenues/Transfers In

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
			TOTAL	-	
			NET ADJUSTMENT	23,346	

Available Resources

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
2008				(15,000)	Reduce fund balance - North West Zone A
2023				(3,000)	Reduce fund balance - Riverside
2105				(1,000)	Reduce fund balance - Stoneridge Parcel 1
2121				(3,346)	Reduce fund balance - Creekview CFD
2009				(1,000)	Reduce fund balance - North West Zone B
			TOTAL	(23,346)	

Justification for Budget Adjustment:

The Parks, Recreation & Libraries department is requesting a total of $23,346 for landscape and park maintenance work, utility charges and administrative fees in multiple LLD and CFDs. This work will be funded with available fund balances in the respective LLD and CFDs. There is no impact to General Fund.

REQUIRED APPROVALS:

Jill Gellen 8/25/2021
REQUESTING DEPARTMENT HEAD / DESIGNEE — DATE

Scott Pettingell Digitally signed by Scott Pettingell Date: 2021.08.27 09:39:39 -07'00'
BUDGET MANAGER / DESIGNEE — DATE

Dennis Kauffman Digitally signed by Dennis Kauffman Date: 2021.08.27 10:25:46 -07'00'
CHIEF FINANCIAL OFFICER / DESIGNEE — DATE

CITY MANAGER / DESIGNEE — DATE

BUDGET DEPARTMENT USE ONLY:

POSTED BY — DATE

REQUEST FOR BUDGET ADJUSTMENT

REQUESTER NAME & TITLE: Eric Campbell
FISCAL YEAR: 2020/2021
PREPARER NAME & TITLE: Eric Campbell
COUNCIL DATE (if applicable): 9/15/2021
DEPARTMENT/DIVISION: Electric/Finance
ORDINANCE:

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
6001	5251	70030		2,258,605	Increase Fuel & Purchased Power Budget
6001	5421	70025		1,083,667	Increase Generation System Maintenance Budget
			TOTAL	3,342,272	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
			TOTAL	-	

	NET ADJUSTMENT	3,342,272

FUND BALANCE

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
6001				(3,342,272)	Decrease Electric fund balance
			TOTAL	(3,342,272)	

Justification for Budget Adjustment:

This budget adjustment requests an additional $2.3M in Fuel & Purchased Power budget due to increased customer usage and additional power purchases to replace reduced hydroelectric generation during this drought year. Additionally, the Roseville Energy Park's (REP) major spring maintenance outage incurred higher repair costs than planned by approximately $3.5 million. The higher repair costs are a result of increased turbine equipment wear and tear that was discovered when the equipment was opened up for the maintenance inspection. Finally, the higher costs associated with Fuel & Purchased Power and REP's Major Spring Outage are partially offset by vacant position(s) salary savings of $2.0 million and reduced training/travel of $0.4 million. Approval of this budget adjustment will reduce the Electric fund balance by $3,342,272. There are adequate resources in the Electric fund (6001) for this expenditure increase.

SM

REQUIRED APPROVALS:

Michelle Bertolino (Aug 25, 2021 14:35 PDT) — Aug 25, 2021
REQUESTING DEPARTMENT HEAD / DESIGNEE — DATE

Scott Pettingell — Digitally signed by Scott Pettingell Date: 2021.08.27 09:40:36 -07'00'
BUDGET MANAGER / DESIGNEE — DATE

Dennis Kauffman — Digitally signed by Dennis Kauffman Date: 2021.08.27 10:27:11 -07'00'
CHIEF FINANCIAL OFFICER / DESIGNEE — DATE

CITY MANAGER / DESIGNEE — DATE

BUDGET DEPARTMENT USE ONLY:

POSTED BY — DATE

Revised: June 24, 2019

CITY OF ROSEVILLE CALIFORNIA

REQUEST FOR BUDGET ADJUSTMENT

REQUESTER NAME & TITLE: Scott Pettingell, Budget Manager

FISCAL YEAR: 2021

PREPARER NAME & TITLE: Alexandra Marquez, Budget Analyst

COUNCIL DATE (if applicable): 9/15/21

DEPARTMENT/DIVISION: Finance - Budget

ORDINANCE:

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
			TOTAL	-	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
1030	4703	10001		566,748	Revenue surplus property sale 324 Vernon Street
1030	4703	10001		4,815,558	Revenue surplus property sale 290 Conference Center Drive
			TOTAL	5,382,306	

NET ADJUSTMENT	(5,382,306)	

FUND BALANCE

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
1030				5,382,306	Increase Strategic Improvement Fund available resources
			TOTAL	5,382,306	

Justification for Budget Adjustment:

This budget adjustment increases revenues and available resources in the Strategic Improvement Fund (1030) for the sale of surplus properties located at 324 Vernon Street (Post Office) and 290 Conference Center Drive. City Council approved the sale of these properties during FY2020-21.

REQUIRED APPROVALS:

Nayre Nilay — 8/26/21

REQUESTING DEPARTMENT HEAD / DESIGNEE — DATE

Scott Pettingell — Digitally signed by Scott Pettingell Date: 2021.08.27 09:41:15 -07'00'

BUDGET MANAGER / DESIGNEE — DATE

Dennis Kauffman — Digitally signed by Dennis Kauffman Date: 2021.08.27 10:27:50 -07'00'

CHIEF FINANCIAL OFFICER / DESIGNEE — DATE

CITY MANAGER / DESIGNEE — DATE

BUDGET DEPARTMENT USE ONLY:

POSTED BY — DATE

Revised: September 14, 2020

8/26/20219:44 AM

REQUEST FOR BUDGET ADJUSTMENT

REQUESTER NAME & TITLE: Scott Pettingell, Budget Manager | FISCAL YEAR: 2021

PREPARER NAME & TITLE: Alexandra Marquez, Budget Analyst | COUNCIL DATE (if applicable): 9/15/21

DEPARTMENT/DIVISION: HR/Finance | ORDINANCE:

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
4251	5503	28010		233,000	Increase budget for higher than anticipated unemployment claim expenditures
4271	5501	28010		12,000	Increase budget for higher than anticipated vision insurance premium/claim expenditures
			TOTAL	245,000	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
4251	4255	10001		110,000	Increase revenue budget in unemployment fund
			TOTAL	110,000	

	NET ADJUSTMENT	135,000

FUND BALANCE

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
4251				(123,000)	Reduction in available resources
4271				(12,000)	Reduction in available resources
			TOTAL	(135,000)	

Justification for Budget Adjustment:

Staff recommends adjusting the budget in the Unemployment Insurance Fund (4251) due to higher than anticipated claims ($233,000) and revenues ($110,000). The balance of $123,000 will come from available resources in the Unemployment Insurance Fund. Additionally, staff recommends adjusting the budget in the Vision Insurance Fund (4271) due to higher than anticipated premiums/claims expenditures. There are adequate available resources in the Vision Insurance Fund (4271) for this expenditure increase.

REQUIRED APPROVALS:

Dennis Kauffman — Digitally signed by Dennis Kauffman Date: 2021.08.27 10:44:53 -07'00'

REQUESTING DEPARTMENT HEAD / DESIGNEE — DATE

Scott Pettingell — Digitally signed by Scott Pettingell Date: 2021.08.27 09:43:13 -07'00'

BUDGET MANAGER / DESIGNEE — DATE

Dennis Kauffman — Digitally signed by Dennis Kauffman Date: 2021.08.27 10:45:11 -07'00'

CHIEF FINANCIAL OFFICER / DESIGNEE — DATE

CITY MANAGER / DESIGNEE — DATE

BUDGET DEPARTMENT USE ONLY:

POSTED BY — DATE

Revised: September 14, 2020

8/26/202112:21 PM

REQUEST FOR BUDGET ADJUSTMENT

REQUESTER NAME & TITLE: Scott Pettingell, Budget Manager
FISCAL YEAR: 2021
PREPARER NAME & TITLE: Alexandra Marquez, Budget Analyst
COUNCIL DATE (if applicable): 9/15/21
DEPARTMENT/DIVISION: Budget/Finance
ORDINANCE:

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
6540	5156	10010		11,500	Retiree medical benefits.
4061	5156	10010		14,500	Retiree medical benefits.
			TOTAL	26,000	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
			TOTAL	-	

NET ADJUSTMENT	26,000	

FUND BALANCE

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
6540	3601	00000	000000	(11,500)	Reduction in available resources
4061	3601	00000	000000	(14,500)	Reduction in available resources
	3601	00000	000000		
	3601	00000	000000		
			TOTAL	(26,000)	

Justification for Budget Adjustment:

Retiree medical benefit costs were higher than anticipated in the Consolidated Transportation Services Fund (6540) and Facility Services Fund (4061).

REQUIRED APPROVALS:

Dennis Kauffman — Digitally signed by Dennis Kauffman Date: 2021.08.27 10:45:41 -07'00'
REQUESTING DEPARTMENT HEAD / DESIGNEE — DATE

Scott Pettingell — Digitally signed by Scott Pettingell Date: 2021.08.27 09:43:53 -07'00'
BUDGET MANAGER / DESIGNEE — DATE

Dennis Kauffman — Digitally signed by Dennis Kauffman Date: 2021.08.27 10:45:59 -07'00'
CHIEF FINANCIAL OFFICER / DESIGNEE — DATE

CITY MANAGER / DESIGNEE — DATE

BUDGET DEPARTMENT USE ONLY:

POSTED BY — DATE

Revised: September 14, 2020

8/25/20216:33 PM

REQUEST FOR BUDGET ADJUSTMENT

REQUESTER NAME & TITLE: Mark Peinado / Management Analyst
FISCAL YEAR: FY20-21

PREPARER NAME & TITLE: Mark Peinado / Management Analyst
COUNCIL DATE (if applicable): 9/15/21

DEPARTMENT/DIVISION: Police Department
ORDINANCE:

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
2601	5568	44001		1,982	Increase Police Property Return under Police Admin Center 44001
			TOTAL	1,982	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
2601	4730	44001		1,982	Increase Property and Evidence Receipts under Police Admin Center 44001
			TOTAL	1,982	

NET ADJUSTMENT	-	

FUND BALANCE

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
			TOTAL	-	

Justification for Budget Adjustment:

The Roseville Police Department had greater than expected expenditures for Police Property Return under the Police Admin C44001 for FY2020-21. Police Property Return under C44001, are monies held for safe keeping or after case adjudication that are returned to the proper owner/finder. This Budget adjustment will increase appropriations by $1,982. The increased expenditures are fully funded by additional revenues received in Property and Evidence Receipts, Police Admin C44001.

REQUIRED APPROVALS:

8/19/21	Scott Pettingell Digitally signed by Scott Pettingell Date: 2021.08.27 09:44:49 -07'00'
REQUESTING DEPARTMENT HEAD / DESIGNEE — DATE	BUDGET MANAGER / DESIGNEE — DATE
Dennis Kauffman Digitally signed by Dennis Kauffman Date: 2021.08.27 10:46:30 -07'00'	
CHIEF FINANCIAL OFFICER / DESIGNEE — DATE	CITY MANAGER / DESIGNEE — DATE

BUDGET DEPARTMENT USE ONLY:

POSTED BY — DATE

Revised: June 24, 2019

8/19/20212:03 PM

REQUEST FOR BUDGET ADJUSTMENT

REQUESTER NAME & TITLE: Scott Pettingell, Budget Manager
FISCAL YEAR: 2021
PREPARER NAME & TITLE: Alexandra Marquez, Budget Analyst
COUNCIL DATE (if applicable): 9/15/21
DEPARTMENT/DIVISION: Budget/Finance
ORDINANCE:

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
3395	5301	62001		27,200	Increase professional services budget for reimbursement to PCTPA from City County Mitigation Fund for Improvements to Baseline Road.
			TOTAL	27,200	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
			TOTAL	-	

NET ADJUSTMENT	27,200	

FUND BALANCE

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
3395				(27,200)	Reduction in available resources
			TOTAL	(27,200)	

Justification for Budget Adjustment:

In Fiscal Year 2019-20, the City Council approved a budget adjustment of $50,000 from the City County Mitigation Fund (3395) to reimburse PCTPA pursuant to the letter of agreement with the City of Roseville to cover the cost associated with the preparation of the Riego/Baseline Road Widening project specifically within the city boundary of Roseville. A portion of this reimbursement was paid in FY2020-21 instead of FY2019-20 as initially anticipated. A budget adjustment of $27,200 from the City County Mitigation Fund is recommended to fund the balance of this reimbursement in FY2020-21.

REQUIRED APPROVALS:

Dennis Kauffman — Digitally signed by Dennis Kauffman Date: 2021.08.27 10:47:11 -07'00'
REQUESTING DEPARTMENT HEAD / DESIGNEE — DATE

Scott Pettingell — Digitally signed by Scott Pettingell Date: 2021.08.27 09:45:33 -07'00'
BUDGET MANAGER / DESIGNEE — DATE

Dennis Kauffman — Digitally signed by Dennis Kauffman Date: 2021.08.27 10:47:27 -07'00'
CHIEF FINANCIAL OFFICER / DESIGNEE — DATE

CITY MANAGER / DESIGNEE — DATE

BUDGET DEPARTMENT USE ONLY:

POSTED BY — DATE

Revised: September 14, 2020

8/27/20218:59 AM

REQUEST FOR BUDGET ADJUSTMENT

REQUESTER NAME & TITLE:	Dan Allen, Facility Manager	FISCAL YEAR:	2020-21
PREPARER NAME & TITLE:	Rodney Funke, Management Analyst II	COUNCIL DATE (if applicable):	9/15/2021
DEPARTMENT/DIVISION:	Public Works / Building Maintenance	ORDINANCE:	

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
3101	5301	62530		7,200	Increase budget for construction of Fire Station 5 fuel convault
			TOTAL	7,200	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
			TOTAL	-	

NET ADJUSTMENT	7,200	

FUND BALANCE

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
3101	3601	00000		7,200	Reduce Building Fund Balance
			TOTAL	7,200	

Justification for Budget Adjustment:

This budget adjustment is recommended to cover higher than anticipated additional costs of professional services for the FS-5 Convault rehabilitation and movement from 401 Oak St.. There are adequate available resources in the Building Fund to cover this adjustment.

REQUIRED APPROVALS:

Jason Shykowski — Digitally signed by Jason Shykowski Date: 2021.08.25 13:02:42 -07'00'

REQUESTING DEPARTMENT HEAD / DESIGNEE — DATE

Scott Pettingell — Digitally signed by Scott Pettingell Date: 2021.08.27 09:46:07 -07'00'

BUDGET MANAGER / DESIGNEE — DATE

Dennis Kauffman — Digitally signed by Dennis Kauffman Date: 2021.08.27 10:48:06 -07'00'

CHIEF FINANCIAL OFFICER / DESIGNEE — DATE

CITY MANAGER / DESIGNEE — DATE

BUDGET DEPARTMENT USE ONLY:

POSTED BY — DATE

Revised: June 24, 2019

CITY OF ROSEVILLE CALIFORNIA

REQUEST FOR BUDGET ADJUSTMENT

REQUESTER NAME & TITLE: Kathy Cullen, Management Analyst | FISCAL YEAR: FY2020-21

PREPARER NAME & TITLE: Kathy Cullen, Management Analyst | COUNCIL DATE (if applicable): 9/15/21

DEPARTMENT/DIVISION: Parks, Recreation & Libraries/Park Development | ORDINANCE:

Expenditures/Expenses/Transfers Out

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
3303	6587	84001	400011	6,694	Increase budget for Central Park Phase I
			TOTAL	6,694	

Revenues/Transfers In

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
			TOTAL	-	
			NET ADJUSTMENT	6,694	

Available Resources

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
3303				(6,694)	Reduce fund balance - Citywide Park
			TOTAL	(6,694)	

Justification for Budget Adjustment:

The Parks, Recreation & Libraries department is requesting the project budget for 400011 (Central Park Phase I) be increased due to costs posted to the project after the remaining budget was transferred to the Central Park Phase III project (500076) in FY2019-20. The project should have been closed after the budget was trasnferred to the new Central Park Project (500076).

REQUIRED APPROVALS:

Jill Cullen 8/25/2021
REQUESTING DEPARTMENT HEAD / DESIGNEE — DATE

Scott Pettingell Digitally signed by Scott Pettingell Date: 2021.08.27 09:47:00 -07'00'
BUDGET MANAGER / DESIGNEE — DATE

Dennis Kauffman Digitally signed by Dennis Kauffman Date: 2021.08.27 10:48:49 -07'00'
CHIEF FINANCIAL OFFICER / DESIGNEE — DATE

CITY MANAGER / DESIGNEE — DATE

BUDGET DEPARTMENT USE ONLY:

POSTED BY — DATE

REQUEST FOR BUDGET ADJUSTMENT

REQUESTER NAME & TITLE:	Stefanie Kemen, Engineering Manager	FISCAL YEAR:	2020-21
PREPARER NAME & TITLE:	Stefanie Kemen, Engineering Manager	COUNCIL DATE (if applicable):	9/15/2021
DEPARTMENT/DIVISION:	Public Works/Engineering	ORDINANCE:	

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
7201	6587	84001	400054	217	Increase 400054-Oak Street Parking Garage project budget
3151	6587	84001	400057	1,397	Increase 400057-Blue Oaks Pleasant Grove CMS project budget
2307	6587	84001	400073	37,568	Increase 400073-2017 Residential Resurfacing project budget
3311	6587	84001	400130	645	Increase 400130-WRSP Parcel W 81 Bike Trail 1 project budget
4065	5080	84001	500084	6,250	Increase 500084 -Fire Station Renovation and Restoration Internal Project Labor
4065	5524	84001	500084	1,562	Increase 500084 -Fire Station Renovation and Restoration Facility Demand Services
			TOTAL	47,639	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
			TOTAL	-	

NET ADJUSTMENT	47,639	

FUND BALANCE

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
7201	3601	00000		(217)	Decrease 7201 - Successor Agency to the former RDA Fund Balance - #400054
3151	3601	00000		(1,397)	Decrease 3151 - Traffic Mitigation Fund Balance - #400057
2307	3601	00000		(37,568)	Decrease 2307 - Road Maintenance and Rehab Fund Balance - #400073
3311	3601	00000		(645)	Decrease 3311 - Neighborhood Park - West Roseville SP Fund Balance - #400130
4065				(7,812)	Decrease 4065 - Facility Rehabilitation Fund Balance - #500084
			TOTAL	(47,639)	

Justification for Budget Adjustment:

This budget adjustment is recommended to increase the expenditures budget for projects 400054, 400057, 400073, 400130, and 500084. The projects' expenditures exceeded the estimated budget due to higher than anticipated costs. There are adequate available resources in funds 7201, 3151, 2307, 3311, and 4065 to cover these budget increases.

REQUIRED APPROVALS:

Jason Shykowski — Digitally signed by Jason Shykowski Date: 2021.08.25 18:21:56 -07'00'

REQUESTING DEPARTMENT HEAD / DESIGNEE — DATE

Scott Pettingell — Digitally signed by Scott Pettingell Date: 2021.08.27 09:47:56 -07'00'

BUDGET MANAGER / DESIGNEE — DATE

Dennis Kauffman — Digitally signed by Dennis Kauffman Date: 2021.08.27 10:49:50 -07'00'

CHIEF FINANCIAL OFFICER / DESIGNEE — DATE

CITY MANAGER / DESIGNEE — DATE

BUDGET DEPARTMENT USE ONLY:

POSTED BY — DATE

Revised: June 24, 2019

REQUEST FOR BUDGET ADJUSTMENT

REQUESTER NAME & TITLE: Scott Pettingell, Budget Manager | FISCAL YEAR: 2021

PREPARER NAME & TITLE: Alexandra Marquez, Budget Analyst | COUNCIL DATE (if applicable): 9/15/21

DEPARTMENT/DIVISION: Budget/Finance | ORDINANCE:

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
4005	6801	10001		11,843	Increase transfer out from fleet replacement fund to Cable TV Peg fund.
			TOTAL	11,843	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
2701	4801	10001		11,843	Increase transfer in from fleet replacement fund to Cable TV Peg fund
			TOTAL	11,843	

NET ADJUSTMENT	-	

FUND BALANCE

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
4005				(11,843)	Decrease in available resources
2701				11,843	Increase in available resources
			TOTAL	-	

Justification for Budget Adjustment:

This recommended budget adjustment transfers $11,843 from the Fleet Replacement Fund (4005) to the Cable TV Peg fund (2701). The Cable TV Peg fund is no longer supporting the cost of any vehicles; therefore, the accumulated replacement funds in the Fleet Replacement Fund will be returned to the Cable TV Peg fund.

REQUIRED APPROVALS:

Dennis Kauffman Digitally signed by Dennis Kauffman Date: 2021.08.27 10:50:29 -07'00'

REQUESTING DEPARTMENT HEAD / DESIGNEE DATE

Scott Pettingell Digitally signed by Scott Pettingell Date: 2021.08.27 09:48:50 -07'00'

BUDGET MANAGER / DESIGNEE DATE

Dennis Kauffman Digitally signed by Dennis Kauffman Date: 2021.08.27 10:50:45 -07'00'

CHIEF FINANCIAL OFFICER / DESIGNEE DATE

CITY MANAGER / DESIGNEE DATE

BUDGET DEPARTMENT USE ONLY:

POSTED BY DATE

Revised: September 14, 2020

REQUEST FOR BUDGET ADJUSTMENT

REQUESTER NAME & TITLE: Scott Pettingell, Budget Manager
FISCAL YEAR: 2021
PREPARER NAME & TITLE: Alexandra Marquez, Budget Analyst
COUNCIL DATE (if applicable): 9/15/21
DEPARTMENT/DIVISION: Budget/Finance
ORDINANCE:

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
4031	6801	10001		11,879	Increase transfer out from Equipment Replacement Fund (4031) to the General Fund (1001)
4031	6550	62520		(11,879)	Reduce budget for equipment purchase
			TOTAL	-	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
1001	4801	10001		11,879	Increase transfer in from the Equipment Replacement Fund (4031) to the General Fund (1001)
			TOTAL	11,879	

	NET ADJUSTMENT	(11,879)

FUND BALANCE

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
1001				11,879	Increase available resources.
			TOTAL	11,879	

Justification for Budget Adjustment:

The City contributed to purchasing a shared SWAT robot with the City of Rocklin. The final cost of the robot was $11,879 less than anticipated. The City of Rocklin has reimbursed the City for the cost savings and the funds were deposited in the Equipment Replacement Fund. Staff recommends transferring the $11,879 from the Equipment Replacement Fund to the General Fund (1001), the original contributing fund.

REQUIRED APPROVALS:

Dennis Kauffman — Digitally signed by Dennis Kauffman Date: 2021.08.27 10:51:32 -07'00'
REQUESTING DEPARTMENT HEAD / DESIGNEE — DATE

Scott Pettingell — Digitally signed by Scott Pettingell Date: 2021.08.27 09:49:51 -07'00'
BUDGET MANAGER / DESIGNEE — DATE

Dennis Kauffman — Digitally signed by Dennis Kauffman Date: 2021.08.27 10:51:49 -07'00'
CHIEF FINANCIAL OFFICER / DESIGNEE — DATE

CITY MANAGER / DESIGNEE — DATE

BUDGET DEPARTMENT USE ONLY:

POSTED BY — DATE

Revised: September 14, 2020

REQUEST FOR BUDGET ADJUSTMENT

REQUESTER NAME & TITLE: Janet Vargas, EU Business Administrator
FISCAL YEAR: FY21

PREPARER NAME & TITLE: Teri Quinlan, EU Business Analyst
COUNCIL DATE (if applicable):

DEPARTMENT/DIVISION: Environmental Utilities
ORDINANCE:

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
6220	5569	10001	000000	2,078,586	PGWWTP Energy Recovery Project State Revolving Fund loan pass-through to SPWA
6220	5569	10001	000000	4,344,362	PGWWTP Expansion Project State Revolving Fund loan pass-through to SPWA
			TOTAL	6,422,948	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
6220	4710	10001	000000	2,078,586	PGWWTP Energy Recovery Project State Revolving Fund loan draw
6220	4710	10001	000000	4,344,362	PGWWTP Expansion Project State Revolving Fund loan draw
			TOTAL	6,422,948	

NET ADJUSTMENT	-	

FUND BALANCE

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
			TOTAL	-	

Justification for Budget Adjustment:

The City has two State Revolving Fund loans, one for the Pleasant Grove Wastewater Treatment Plant (PGWWTP) Energy Recovery project (500166) and one for the PGWWTP Expansion project (500167). In FY21 the City received loan draw proceeds from each loan. These draws were reimbursements for FY21 project expenditures. The expenditures are paid for by SPWA and the City reimbursed SPWA with these draws. This budget adjustment increases the Wastewater Construction Fund (6220) revenues for the loan draws and increases expenditures in the same fund (6220) for the pass-through payments to SPWA.

REQUIRED APPROVALS:

[signature]	8/26/21	Scott Pettingell Digitally signed by Scott Pettingell Date: 2021.08.27 09:50:36 -07'00'	
REQUESTING DEPARTMENT HEAD / DESIGNEE	DATE	BUDGET MANAGER / DESIGNEE	DATE
Dennis Kauffman Digitally signed by Dennis Kauffman Date: 2021.08.27 10:52:28 -07'00'			
CHIEF FINANCIAL OFFICER / DESIGNEE	DATE	CITY MANAGER / DESIGNEE	DATE

BUDGET DEPARTMENT USE ONLY:

POSTED BY	DATE

Revised: June 8, 2021

COUNCIL COMMUNICATION

CC #: 1712
File #: 0103-22

Title:	Appointment to Local Sales Tax Citizens' Oversight Committee - Bi-Annual Vacancy
Contact:	Katrina Six 916-774-5267 kmsix@roseville.ca.us

Meeting Date: 9/15/2021
Item #: 7.9.

RECOMMENDATION TO COUNCIL

Appoint Stephanie Hill to the Local Sales Tax Citizens' Oversight Committee.

BACKGROUND

Appointment to the Local Sales Tax Citizens' Oversight Committee is due to be made as part of the bi-annual recruitment process. Recruitment for the vacancies took place in May and June. One position was filled in July and we once again opened the recruitment in August 2021 to fill the last vacancy. A video interview of the applicant was conducted by the City Clerk Department. The application was provided to the City Council for consideration.

FISCAL IMPACT

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.

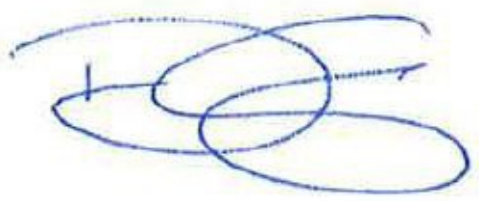
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal E - Deliver exceptional city services

Respectfully Submitted,

Katrina Six, Deputy City Clerk

Sonia Orozco, City Clerk



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Dominick Casey, City Manager

COUNCIL COMMUNICATION

CC #: 1700
File #: 0102-12

Title:	League of California Cities Annual Conference 2021 - Consideration of Annual Conference Resolutions
Contact:	Mark Wolinski 916-774-5179 mwolinski@roseville.ca.us

Meeting Date: 9/15/2021
Item #: 7.10.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council provide direction to the City's voting delegate regarding the City's position on the League of California Cities resolutions being considered at its annual conference (Attachment A – Resolution 1 (Page 5) and Resolution 2 (Page 43)). Staff recommends the following position on the proposed resolutions: Resolution 1 and 2 – Approve.

BACKGROUND

BACKGROUND

This year, the League of California Cities Annual Conference is being held September 22-24, 2021 in Sacramento, CA. The annual business meeting will be held at noon on Friday, September 24, 2021 when the membership takes action on resolutions that establish League policy. Designated voting delegates or their alternates registered to attend the Annual Conference constitute the League's General Assembly. At the August 18, 2021 City Council meeting, the Council appointed Council Member Scott Alvord as the City's voting delegate.

Designated voting delegates registered to attend the Annual Conference constitute the League's General Assembly. Voting during the business meeting is an important aspect of the conference where the membership takes action on conference resolutions. Annual conference resolutions guide cities and the League in efforts to improve the quality, responsiveness and vitality of local government in California.

DISCUSSION

The League of California Cities has identified two resolutions to be considered at the upcoming annual conference. The following is a brief description of the resolutions including staff's recommendations:

Resolution 1- (Recommended Position: Approve) – This resolution calls on the State Legislature to pass legislation that provides for a fair and equitable distribution of the Bradley

Burns 1% local sales tax from in-state online purchases, based on data where products are shipped to, and that rightfully takes into consideration the impacts that fulfillment centers have on host cities, but also provides a fair share to California cities that do not and/or cannot have a fulfillment center within their jurisdiction.

Sales tax is a major revenue source for most California cities. Commonly known as the local 1% Bradley-Burns tax, since the 1950's, cities have traditionally received 1 cent on every dollar of a sale made at the store, restaurant, car dealer, or other location within a jurisdiction's boundaries.

Over the years, however, this simple tax structure has evolved into a much more complex set of laws and allocation rules. Many of these rules relate to whether or not a given transaction is subject to sales tax, or to use tax – both have the same 1% value, but each applies in separate circumstances. The California Department of Tax and Fee Administration (CDTFA) is responsible for administering this system and issuing rules regarding how it is applied in our state.

Recently, one of the world's largest online retailers changed the legal ownership of its fulfillment centers. Instead of having its fulfillment centers owned and operated by a third-party vendor, they are now directly owned by the company. This subtle change has major impacts to how the 1% local tax is allocated.

This change has created a situation where most cities in California are experiencing a sales tax revenue loss that began in the fourth quarter of calendar year 2021.This change will have long-term impacts on revenues for all California cities as all these revenues benefiting all cities have shifted to just a handful of cities and counties that are home to this retailer's fulfillment centers.

This League of California Cities resolution calls for action that "rightfully takes into consideration the impacts that fulfillment centers have on host cities but also provides a fair share to California cities that do not and/or cannot have a fulfillment center within their jurisdiction," which aims to acknowledge the actions taken by cities to alleviate poverty, catalyze economic development, and improve financial stability within their communities through existing tax sharing and zoning powers.

With the exponential growth of online sales and the corresponding lack of growth, and even decline, of shopping at brick and mortar locations, cities are seeing much of their sales tax coming from the countywide sales tax pools, since much of the sales tax is now funneled to the pools.

Staff recommendation: The City supports the approval of this resolution as it will start the conversation and move towards the development of a solution that would provide benefit to all cities from the taxes generated through online sales. The development of an effective solution will lead to cities throughout the state receiving their proper share of sales tax that will enable them to continue to provide the services and quality of life for their respective communities expect. It is important to acknowledge that those cities that have fulfillment centers experience impacts from these activities and deserve equitable supplementary compensation, it should also be recognized that the neighboring cities whose residents are ordering product from that center now receive no revenue from the center's sales activity despite also experiencing the impacts created by the center, such as increased traffic and air pollution. This resolution attempts to correct the inequities within the current system and calls for a more fair and equitable distribution of the Bradley Burns 1% local sales tax from in-state online purchases.

Resolution 2- (Recommended Position: Approve) – The second resolution calls upon the

Governor and the Legislature to provide the necessary funding for the California Public Utilities Commission (CUPC) to fulfill its obligation to inspect railroad lines to ensure that operators are removing illegal dumping, graffiti, and homeless encampments that degrade the quality of life and results in increased public safety concerns for communities and neighborhoods that abut the railroad right-of-way.

The State of California has over 6,000 miles of rail lines, with a significant amount running through communities that are either economically disadvantaged and/or disadvantaged communities of color. While the Federal Railroad Administration (FRA) has primary oversight of rail operations, they delegate that obligation to the State of California for lines within our State. The administration of that oversight falls under the California Public Utilities Commission (CPUC). The CPUC currently has only 41 inspectors covering those 6,000 miles of railroad lines in the State of California. Their primary task is ensuring equipment, bridges and rail lines are operationally safe.

The right-of-way areas along the rail lines are becoming increasingly used for illegal dumping, graffiti and homeless encampments. Rail operators have admitted that they have insufficient funds set aside to clean up or sufficiently police these right-of-way areas, despite reporting a net income of over $13 billion in 2020. Unfortunately, the CPUC budget does not provide the resources needed to oversee whether rail operators are properly managing the right-of-way itself.

The State of California has record revenues and should provide the CPUC with funding not only for safety oversight but ensuring right-of-way maintenance by operators is being managed properly. Similarly, rail operators should be required to set aside sufficient annual funds to provide a regular cleanup of their right-of-way through the cities of California. California has made addressing homelessness a focus for the state, including cleaning up open spaces and highway right-of-ways and providing funding to the CPUC would help to address these issues.

Staff recommendation: The City supports the approval of this resolution since local governments have no oversight or regulatory authority to require rail operators to better maintain and clean their properties as it would with any other private property owner within its jurisdictional boundaries. Subsequently, local communities often resort to spending their own resources or are forced to accept the delayed and untimely response by operators to cleaning up specific sites. The State has made it a priority to deal with homelessness and since the Federal Railroad Administration (FRA) has delegated the primary oversight of rail operations to the State of California for lines within our State and that oversight falls under the CPUC the state should provide the funding necessary for the CPUC to fulfill its obligations including finding a way to address this issue in a humane manner as well as for the betterment of rail safety within the state.

FISCAL IMPACT

There is no financial impact associated with this action.

ENVIRONMENTAL REVIEW

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

§15060(c)(3) and §15378. Approval of annual resolutions meets the above criteria and is not subject to CEQA. No additional environmental review is required.

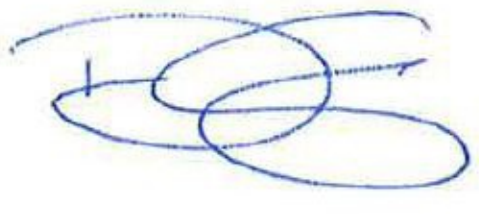
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal B - Support community engagement and advocacy

Respectfully Submitted,

Mark Wolinski, Government Relations Administrator

Megan Scheid, Deputy City Manager



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Dominick Casey, City Manager

ATTACHMENTS:

Description

League of CA Cities Annual Conference 2021 Resolutions Attachment A

Attachment A

Annual Conference Resolutions Packet

2021 Annual Conference Resolutions

September 22 - 24, 2021

INFORMATION AND PROCEDURES

RESOLUTIONS CONTAINED IN THIS PACKET: The League of California Cities (Cal Cities) bylaws provide that resolutions shall be referred by the president to an appropriate policy committee for review and recommendation. Resolutions with committee recommendations shall then be considered by the General Resolutions Committee at the Annual Conference.

This year, two resolutions have been introduced for consideration at the Annual Conference and referred to Cal Cities policy committees.

POLICY COMMITTEES: Three policy committees will meet virtually one week prior to the Annual Conference to consider and take action on the resolutions. The sponsors of the resolutions have been notified of the time and location of the meetings.

GENERAL RESOLUTIONS COMMITTEE: This committee will meet at 1:00 p.m. on Thursday, September 23, to consider the reports of the policy committees regarding the resolutions. This committee includes one representative from each of Cal Cities regional divisions, functional departments, and standing policy committees, as well as other individuals appointed by the Cal Cities president. Please check in at the registration desk for room location.

CLOSING LUNCHEON AND GENERAL ASSEMBLY: This meeting will be held at 12:30 p.m. on Friday, September 24, at the SAFE Credit Union Convention Center.

PETITIONED RESOLUTIONS: For those issues that develop after the normal 60-day deadline, a petition resolution may be introduced at the Annual Conference with a petition signed by designated voting delegates of 10 percent of all member cities (48 valid signatures required) and presented to the Voting Delegates Desk at least 24 hours prior to the time set for convening the Closing Luncheon & General Assembly. This year, that deadline is 12:30 p.m., Thursday, September 23. Resolutions can be viewed on Cal Cities Web site: www.cacities.org/resolutions.

Any questions concerning the resolutions procedures may be directed to Meg Desmond mdesmond@calcities.org.

GUIDELINES FOR ANNUAL CONFERENCE RESOLUTIONS

Policy development is a vital and ongoing process within Cal Cities. The principal means for deciding policy on the important issues facing cities is through Cal Cities seven standing policy committees and the board of directors. The process allows for timely consideration of issues in a changing environment and assures city officials the opportunity to both initiate and influence policy decisions.

Annual conference resolutions constitute an additional way to develop Cal Cities policy. Resolutions should adhere to the following criteria.

Guidelines for Annual Conference Resolutions

1. Only issues that have a direct bearing on municipal affairs should be considered or adopted at the Annual Conference.

2. The issue is not of a purely local or regional concern.

3. The recommended policy should not simply restate existing Cal Cities policy.

4. The resolution should be directed at achieving one of the following objectives:

    (a) Focus public or media attention on an issue of major importance to cities.

    (b) Establish a new direction for Cal Cities policy by establishing general principals around which more detailed policies may be developed by policy committees and the board of directors.

    (c) Consider important issues not adequately addressed by the policy committees and board of directors.

KEY TO ACTIONS TAKEN ON RESOLUTIONS

Resolutions have been grouped by policy committees to which they have been assigned.

Number	Key Word Index	Reviewing Body Action		
		1	2	3

1 - Policy Committee Recommendation to General Resolutions Committee
2 - General Resolutions Committee
3 - General Assembly

HOUSING, COMMUNITY & ECONOMIC DEVELOPMENT POLICY COMMITTEE

		1	2	3
2	Securing Railroad Property Maintenance			

REVENUE & TAXATION POLICY COMMITTEE

		1	2	3
1	Online Sales Tax Equity			

TRANSPORTATION, COMMUNICATION & PUBLIC WORKS POLICY COMMITTEE

		1	2	3
2	Securing Railroad Property Maintenance			

KEY TO ACTIONS TAKEN ON RESOLUTIONS *(Continued)*

Resolutions have been grouped by policy committees to which they have been assigned.

KEY TO REVIEWING BODIES

1. Policy Committee
2. General Resolutions Committee
3. General Assembly

ACTION FOOTNOTES

* Subject matter covered in another resolution

** Existing League policy

*** Local authority presently exists

KEY TO ACTIONS TAKEN

A Approve

D Disapprove

N No Action

R Refer to appropriate policy committee for study

a Amend+

Aa Approve as amended+

Aaa Approve with additional amendment(s)+

Ra Refer as amended to appropriate policy committee for study+

Raa Additional amendments and refer+

Da Amend (for clarity or brevity) and Disapprove+

Na Amend (for clarity or brevity) and take No Action+

W Withdrawn by Sponsor

Procedural Note:
The League of California Cities resolution process at the Annual Conference is guided by the Cal Cities Bylaws.

1. **RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES ("CAL CITIES") CALLING ON THE STATE LEGISLATURE TO PASS LEGISLATION THAT PROVIDES FOR A FAIR AND EQUITABLE DISTRIBUTION OF THE BRADLEY BURNS 1% LOCAL SALES TAX FROM IN-STATE ONLINE PURCHASES, BASED ON DATA WHERE PRODUCTS ARE SHIPPED TO, AND THAT RIGHTFULLY TAKES INTO CONSIDERATION THE IMPACTS THAT FULFILLMENT CENTERS HAVE ON HOST CITIES BUT ALSO PROVIDES A FAIR SHARE TO CALIFORNIA CITIES THAT DO NOT AND/OR CANNOT HAVE A FULFILLMENT CENTER WITHIN THEIR JURISDICTION**

Source: City of Rancho Cucamonga
Concurrence of five or more cities/city officials:
Cities: Town of Apple Valley; City of El Cerrito; City of La Canada Flintridge; City of La Verne; City of Lakewood; City of Moorpark; City of Placentia; City of Sacramento
Referred to: Revenue and Taxation Policy Committee

WHEREAS, the 2018 U.S. Supreme Court decision in *Wayfair v. South Dakota* clarified that states could charge and collect tax on purchases even if the seller does not have a physical presence in the state; and

WHEREAS, California cities and counties collect 1% in Bradley Burns sales and use tax from the purchase of tangible personal property and rely on this revenue to provide critical public services such as police and fire protection; and

WHEREAS, in terms of "siting" the place of sale and determining which jurisdiction receives the 1% Bradley Burns local taxes for online sales, the California Department of Tax and Fee Administration (CDTFA) determines "out-of-state" online retailers as those with no presence in California that ship property from outside the state and are therefore subject to use tax, not sales tax, which is collected in a countywide pool of the jurisdiction where the property is shipped from; and

WHEREAS, for online retailers that have a presence in California and have a stock of goods in the state from which it fulfills orders, CDTFA considers the place of sale ("situs") as the location from which the goods were shipped such as a fulfillment center; and

WHEREAS, in early 2021, one of the state's largest online retailers shifted its ownership structure so that it is now considered both an in-state and out-of-state retailer, resulting in the sales tax this retailer generates from in-state sales now being entirely allocated to the specific city where the warehouse fulfillment center is located as opposed to going into a countywide pool that is shared with all jurisdictions in that County, as was done previously; and

WHEREAS, this all-or-nothing change for the allocation of in-state sales tax has created winners and losers amongst cities as the online sales tax revenue from the retailer that was once spread amongst all cities in countywide pools is now concentrated in select cities that host a fulfillment center; and

WHEREAS, this has created a tremendous inequity amongst cities, in particular for cities that are built out, do not have space for siting a 1 million square foot fulfillment center, are not located along a major travel corridor, or otherwise not ideally suited to host a fulfillment center; and

WHEREAS, this inequity affects cities statewide, but in particular those with specific circumstances such as no/low property tax cities that are extremely reliant on sales tax revenue as well as cities struggling to meet their RHNA obligations that are being compelled by the State to rezone precious commercial parcels to residential; and

WHEREAS, the inequity produced by allocating in-state online sales tax revenue exclusively to cities with fulfillment centers is exasperated even more by, in addition to already reducing the amount of revenue going into the countywide pools, the cities with fulfillment centers are also receiving a larger share of the dwindling countywide pool as it is allocated based on cities' proportional share of sales tax collected; and

WHEREAS, while it is important to acknowledge that those cities that have fulfillment centers experience impacts from these activities and deserve equitable supplementary compensation, it should also be recognized that the neighboring cities whose residents are ordering product from that center now receive no revenue from the center's sales activity despite also experiencing the impacts created by the center, such as increased traffic and air pollution; and

WHEREAS, the COVID-19 pandemic greatly accelerated the public's shift towards online purchases, a trend that is unlikely to be reversed to pre-pandemic levels; and

NOW, THEREFORE, BE IT RESOLVED that Cal Cities calls on the State Legislature to pass legislation that provides for a fair and equitable distribution of the Bradley Burns 1% local sales tax from in-state online purchases, based on data where products are shipped to, and that rightfully takes into consideration the impacts that fulfillment centers have on host cities but also provides a fair share to California cities that do not and/or cannot have a fulfillment center within their jurisdiction.

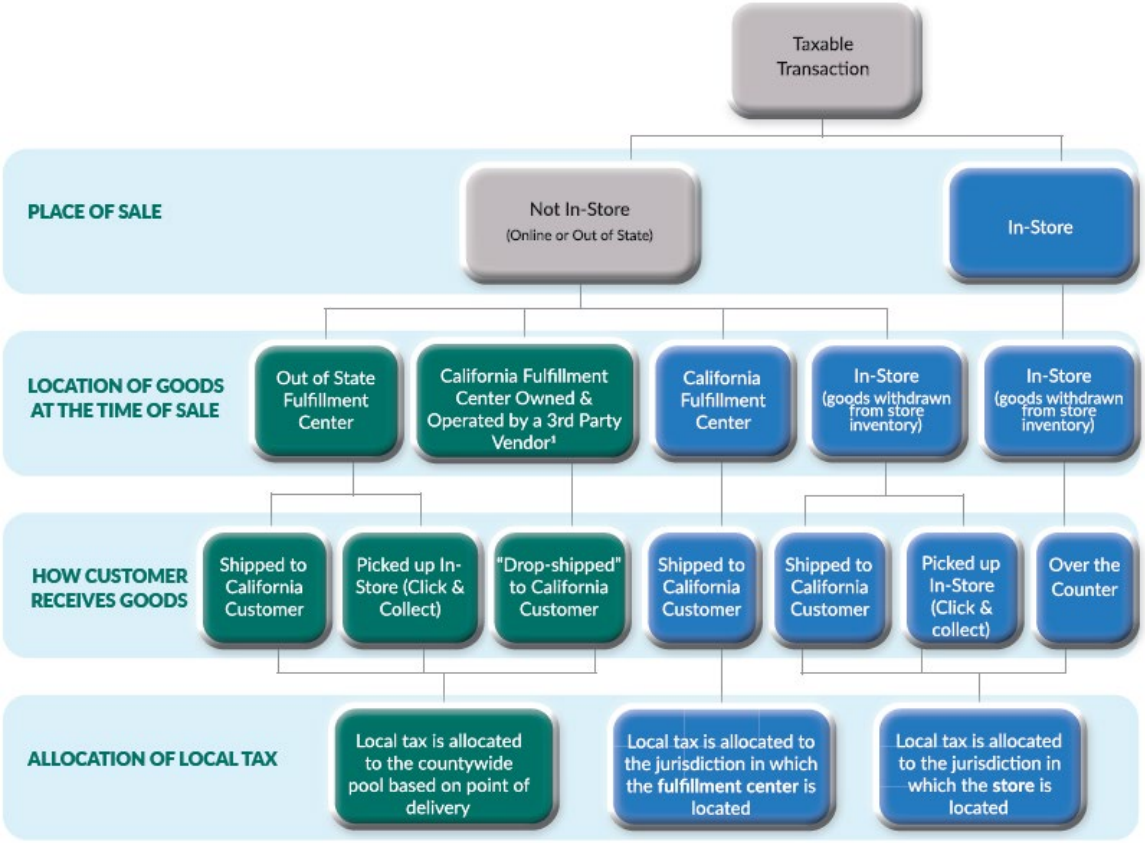
Background Information to Resolution

Source: City of Rancho Cucamonga

Background:
Sales tax is a major revenue source for most California cities. Commonly known as the local 1% Bradley-Burns tax, since the 1950's, cities have traditionally received 1 cent on every dollar of a sale made at the store, restaurant, car dealer, or other location within a jurisdiction's boundaries.

Over the years, however, this simple tax structure has evolved into a much more complex set of laws and allocation rules. Many of these rules relate to whether or not a given transaction is subject to sales tax, or to use tax – both have the same 1% value, but each applies in separate circumstances. The California Department of Tax and Fee Administration (CDTFA) is responsible for administering this system and issuing rules regarding how it is applied in our state.

The following chart created by HdL Companies, the leading provider of California sales tax consulting, illustrates the complex structure of how sales and use tax allocation is done in California, depending on where the transaction starts, where the goods are located, and how the customer receives the goods:



¹ In this scenario the retailer does not own a stock of goods in California and sales orders are negotiated/processed out of state. An out of state company is not required to hold a seller's permit for an in-state third party warehouse if they do not own a stock of goods at the time of sale.

With the exponential growth of online sales and the corresponding lack of growth, and even decline, of shopping at brick and mortar locations, cities are seeing much of their sales tax

growth coming from the countywide sales tax pools, since much of the sales tax is now funneled to the pools.

Recently, one of the world's largest online retailers changed the legal ownership of its fulfillment centers. Instead of having its fulfillment centers owned and operated by a third-party vendor, they are now directly owned by the company. This subtle change has major impacts to how the 1% local tax is allocated. Following the chart above, previously much of the sales tax would have followed the green boxes on the chart and been allocated to the countywide pool based on point of delivery. Now, much of the tax is following the blue path through the chart and is allocated to the jurisdiction in which the fulfillment center is located. (It should be noted that some of the tax is still flowing to the pools, in those situations where the fulfillment center is shipping goods for another seller that is out of state.)

This change has created a situation where most cities in California – more than 90%, in fact – are experiencing a sales tax revenue loss that began in the fourth quarter of calendar year 2021. Many cities may not be aware of this impact, as the fluctuations in sales tax following the pandemic shutdowns have masked the issue. But this change will have long-term impacts on revenues for all California cities as all these revenues benefiting all cities have shifted to just a handful of cities and counties that are home to this retailer's fulfillment centers.

This has brought to light again the need to address the issues in how sales and use taxes are distributed in the 21st century. Many, if not most cities will never have the opportunity have a warehouse fulfillment center due to lack of space or not being situated along a major travel corridor. These policies especially favor retailers who may leverage current policy in order to negotiate favorable sales tax sharing agreements, providing more money back to the retailer at the expense of funding critical public services.

With that stated, it is important to note the many impacts to the jurisdictions home to the fulfillment centers. These centers do support the ecommerce most of us as individuals have come to rely on, including heavy wear and tear on streets – one truck is equal to about 8,000 cars when it comes to impact on pavement – and increased air pollution due to the truck traffic and idling diesel engines dropping off large loads. However, it is equally important that State policies acknowledge that entities without fulfillment centers also experience impacts from ecommerce and increased deliveries. Cities whose residents are ordering products that are delivered to their doorstep also experience impacts from traffic, air quality and compromised safety, as well as the negative impact on brick-and-mortar businesses struggling to compete with the sharp increase in online shopping. These cities are rightfully entitled to compensation in an equitable share of sales and use tax. We do not believe that online sales tax distribution between fulfillment center cities and other cities should be an all or nothing endeavor, and not necessarily a fifty-fifty split, either. But we need to find an equitable split that balances the impacts to each jurisdiction involved in the distribution of products purchased online.

Over the years, Cal Cities has had numerous discussions about the issues surrounding sales tax in the modern era, and how state law and policy should be revisited to address these issues. It is a heavy lift, as all of our cities are impacted a bit differently, making consensus difficult. We believe that by once again starting the conversation and moving toward the development of laws and policies that can result in seeing all cities benefit from the growth taxes generated through online sales, our state will be stronger.

It is for these reasons, that we should all aspire to develop an equitable sales tax distribution for online sales.

League of California Cities Staff Analysis on Resolution No. 1

Staff: Nicholas Romo, Legislative Affairs, Lobbyist

Committee: Revenue and Taxation

Summary:
This Resolution calls on the League of California Cities (Cal Cities) to request the Legislature to pass legislation that provides for a fair and equitable distribution of the Bradley Burns 1% local sales tax from in-state online purchases, based on data where products are shipped to, and that rightfully takes into consideration the impacts that fulfillment centers have on host cities but also provides a fair share to California cities that do not and/or cannot have a fulfillment center within their jurisdiction.

Background:
The City of Rancho Cucamonga is sponsoring this resolution to *"address the issues in how sales and use taxes are distributed in the 21st century."*

The City notes that *"sales tax is a major revenue source for most California cities. Commonly known as the local 1% Bradley-Burns tax, since the 1950's, cities have traditionally received 1 cent on every dollar of a sale made at the store, restaurant, car dealer, or other location within a jurisdiction's boundaries. Over the years, however, this simple tax structure has evolved into a much more complex set of laws and allocation rules. Many of these rules relate to whether or not a given transaction is subject to sales tax, or to use tax – both have the same 1% value, but each applies in separate circumstances.*

Recently, one of the world's largest online retailers changed the legal ownership of its fulfillment centers. Instead of having its fulfillment centers owned and operated by a third-party vendor, they are now directly owned by the company. This subtle change has major impacts to how the 1% local tax is allocated.

This change has created a situation where most cities in California – more than 90%, in fact – are experiencing a sales tax revenue loss that began in the fourth quarter of calendar year 2021. Many cities may not be aware of this impact, as the fluctuations in sales tax following the pandemic shutdowns have masked the issue. But this change will have long-term impacts on revenues for all California cities as all these revenues benefiting all cities have shifted to just a handful of cities and counties that are home to this retailer's fulfillment centers."

The City's resolution calls for action on an unspecified solution that *"rightfully takes into consideration the impacts that fulfillment centers have on host cities but also provides a fair share to California cities that do not and/or cannot have a fulfillment center within their jurisdiction,"* which aims to acknowledge the actions taken by cities to alleviate poverty, catalyze economic development, and improve financial stability within their communities through existing tax sharing and zoning powers.

Ultimately, sponsoring cities believe *"that by once again starting the conversation and moving toward the development of laws and policies that can result in seeing all cities benefit from the growth taxes generated through online sales, our state will be stronger."*

Sales and Use Tax in California

The Bradley-Burns Uniform Sales Tax Act allows all local agencies to apply its own sales and use tax on the same base of tangible personal property (taxable goods). This tax rate currently is fixed at 1.25% of the sales price of taxable goods sold at retail locations in a local jurisdiction, or purchased outside the jurisdiction for use within the jurisdiction. Cities and counties use this 1% of the tax to support general operations, while the remaining 0.25% is used for county transportation purposes.

In California, all cities and counties impose Bradley-Burns sales taxes. California imposes the sales tax on every retailer engaged in business in this state that sells taxable goods. The law requires businesses to collect the appropriate tax from the purchaser and remit the amount to the California Department of Tax and Fee Administration (CDTFA). Sales tax applies whenever a retail sale is made, which is basically any sale other than one for resale in the regular course of business. Unless the person pays the sales tax to the retailer, they are liable for the use tax, which is imposed on any person consuming taxable goods in the state. The use tax rate is the same rate as the sales tax rate.

Generally, CDTFA distributes Bradley-Burns tax revenue based on where a sale took place, known as *a situs-based system*. A retailer's physical place of business—such as a retail store or restaurant—is generally the place of sale. "Sourcing" is the term used by tax practitioners to describe the rules used to determine the place of sale, and therefore, which tax rates are applied to a given purchase and which jurisdictions are entitled to the local and district taxes generated from a particular transaction.

California is primarily an origin-based sourcing state – meaning tax revenues go to the jurisdiction in which a transaction physically occurs if that can be determined. However, California also uses a form of destination sourcing for the local use tax and for district taxes (also known as "transactions and use taxes" or "add-on sale and use taxes"). That is, for cities with local add-on taxes, they receive their add-on rate amount from remote and online transactions.

Generally, allocations are based on the following rules:

- The sale is sourced to the place of business of the seller - whether the product is received by the purchaser at the seller's business location or not.
- If the retailer maintains inventory in California and has no other in state location, the source is the jurisdiction where the warehouse is situated. *This resolution is concerned with the growing amount of online retail activity being sourced to cities with warehouse/fulfillment center locations.*
- If the business' sales office is located in California but the merchandise is shipped from out of state, the tax from transactions under $500,000 is allocated

via the county pools. The tax from transactions over $500,000 is allocated to the jurisdiction where the merchandise is delivered.

- When a sale cannot be identified with a permanent place of business in the state, the sale is sourced to the allocation pool of the county where the merchandise was delivered and then distributed among all jurisdictions in that county in proportion to ratio of sales. *For many large online retailers, this has been the traditional path.*

Online Sales and Countywide Pools

While the growth of e-commerce has been occurring for more than two decades, led by some of the largest and most popular retailers in the world, the dramatic increase in online shopping during the COVID-19 pandemic has provided significant revenue to California cities as well as a clearer picture on which governments enjoy even greater benefits.

In the backdrop of booming internet sales has been the steady decline of brick-and-mortar retail and shopping malls. For cities with heavy reliance on in-person retail shopping, the value of the current allocation system has been diminished as their residents prefer to shop online or are incentivized to do so by retailers (during the COVID-19 pandemic, consumers have had no other option but to shop online for certain goods). All the while, the demands and costs of city services continue to grow for cities across the state.

As noted above, the allocation of sales tax revenue to local governments depends on the location of the transaction (or where the location is ultimately determined). For in-person retail, the sales tax goes to the city in which the product and store are located - a customer purchasing at a register. For online sales, the Bradley Burns sales tax generally goes to a location other than the one where the customer lives – either to the city or county where an in-state warehouse or fulfillment center is located, the location of in-state sales office (ex. headquarters) or shared as use tax proceeds amongst all local governments within a county based on their proportionate share of taxable sales.

Under current CDTFA regulations, a substantial portion of local use tax collections are allocated through a countywide pool to the local jurisdictions in the county where the property is put to its first functional use. The state and county pools constitute over 15% of local sales and use tax revenues. Under the pool system, the tax is reported by the taxpayer to the countywide pool of use and then distributed to each jurisdiction in that county on a pro-rata share of taxable sales. If the county of use cannot be identified, the revenues are distributed to the state pool for pro-rata distribution on a statewide basis.

Concentration of Online Sales Tax Revenue and Modernization

Sales tax modernization has been a policy goal of federal, state, and local government leaders for decades to meet the rapidly changing landscape of commercial activity and ensure that all communities can sustainably provide critical services.

For as long as remote and internet shopping has existed, policy makers have been concerned about their potential to disrupt sales and use tax allocation procedures that underpin the funding of local government services. The system was designed in the early twentieth century to ensure that customers were paying sales taxes to support local government services within the community where the transactions occurred whether they resided there or not. This structure provides benefit to and recoupment for the public resources necessary to ensure the health and safety of the community broadly.

City leaders have for as long been concerned about the loosening of the nexus between what their residents purchase and the revenues they receive. Growing online shopping, under existing sourcing rules, has led to a growing concentration of sales tax revenue being distributed to a smaller number of cities and counties. As more medium and large online retailers take title to fulfillment centers or determine specific sales locations in California as a result of tax sharing agreements in specific cities, online sales tax revenue will be ever more concentrated in a few cities at the control of these companies. Furthermore, local governments are already experiencing the declining power of the sales tax to support services as more money is being spent on non-taxable goods and services.

For more on sales and use tax sourcing please see Attachment A.

State Auditor Recommendations

In 2017, the California State Auditor issued a report titled, "The Bradley-Burns Tax and Local Transportation Funds, noting that:

"Retailers generally allocate Bradley Burns tax revenue based on the place of sale, which they identify according to their business structure. However, retailers that make sales over the Internet may allocate sales to various locations, including their warehouses, distribution center, or sales offices. This approach tends to concentrate Bradley Burns tax revenue into the warehouses' or sales offices' respective jurisdictions. Consequently, counties with a relatively large amount of industrial space may receive disproportionately larger amounts of Bradley Burns tax, and therefore Local Transportation Fund, revenue.

The State could make its distribution of Bradley Burns tax revenue derived from online sales more equitable if it based allocations of the tax on the destinations to which goods are shipped rather than on place of sale."

The Auditor's report makes the following recommendation:

"To ensure that Bradley-Burns tax revenue is more evenly distributed, the Legislature should amend the Bradley-Burns tax law to allocate revenues from Internet sales based on the destination of sold goods rather than their place of sale."

In acknowledgement of the growing attention from outside groups on this issue, Cal Cities has been engaged in its own study and convening of city officials to ensure pursued solutions account for the circumstances of all cities and local control is best protected. These efforts are explored in subsequent sections.

Cal Cities Revenue and Taxation Committee and City Manager Working Group
In 2015 and 2016, Cal Cities' Revenue and Taxation Policy Committee held extensive discussions on potential modernization of tax policy affecting cities, with a special emphasis on the sales tax. The issues had been identified by Cal Cities leadership as a strategic priority given concerns in the membership about the eroding sales tax base and the desire for Cal Cities to take a leadership role in addressing the associated issues. The policy committee ultimately adopted a series of policies that were approved by the Cal Cities board of directors. Among its changes were a recommended change to existing sales tax sourcing (determining where a sale occurs) rules, so that the point of sale (situs) is where the customer receives the product. The policy also clarifies that specific proposals in this area should be carefully reviewed so that the impacts of any changes are fully understood. See "Existing Cal Cities Policy" section below.

Cal Cities City Manager Sales Tax Working Group Recommendations
In the Fall of 2017, the Cal Cities City Managers Department convened a working group (Group) of city managers representing a diverse array of cities to review and consider options for addressing issues affecting the local sales tax.

The working group of city managers helped Cal Cities identify internal common ground on rapidly evolving e-commerce trends and their effects on the allocation of local sales and use tax revenue. After meeting extensively throughout 2018, the Group made several recommendations that were endorsed unanimously by Cal Cities' Revenue and Taxation Committee at its January, 2019 meeting and by the board of directors at its subsequent meeting.

The Group recommended the following actions in response to the evolving issues associated with e-commerce and sales and use tax:

Further Limiting Rebate Agreements: The consensus of the Group was that:

- Sales tax rebate agreements involving online retailers should be prohibited *going forward*. They are inappropriate because they have the effect of encouraging revenue to be shifted away from numerous communities and concentrated to the benefit of one.
- Any type of agreement that seeks to lure a retailer from one community to another within a market area should also be prohibited *going forward*. Existing law already prohibits such agreements for auto dealers and big box stores.

Shift Use Tax from Online Sales, including from the South Dakota v. Wayfair Decision Out of County Pools: The Group's recommendation is based first on the principle of "situs" and that revenue should be allocated to the jurisdiction where the use occurs. Each city and county in California imposed a Bradley Burns sales and use tax rate

under state law in the 1950s. The use tax on a transaction is the rate imposed where the purchaser resides (the destination). These use tax dollars, including new revenue from the South Dakota v. Wayfair decision, should be allocated to the destination jurisdiction whose Bradley Burns tax applies and not throughout the entire county.

- Shift of these revenues, from purchases from out of state retailers including transactions captured by the South Dakota v. Wayfair decision, out of county pools to full destination allocation on and after January 1, 2020.
- Allow more direct reporting of use taxes related to construction projects to jurisdiction where the construction activity is located by reducing existing regulatory threshold from $5 million to $100,000.

Request/Require CDTFA Analysis on Impacts of Sales Tax Destination Shifts: After discussion of numerous phase-in options for destination sourcing and allocation for sales taxes, the Group ultimately decided that a more complete analysis was needed to sufficiently determine impacts. Since the two companies most cities rely on for sales tax analysis, HdL and MuniServices, were constrained to modeling with transaction and use tax (district tax) data, concerns centered on the problem of making decisions without adequate information. Since the CDTFA administers the allocation of local sales and use taxes, it is in the best position to produce an analysis that examines:

- The impacts on individual agencies of a change in sourcing rules. This would likely be accomplished by developing a model to examine 100% destination sourcing with a report to the Legislature in early 2020.
- The model should also attempt to distinguish between business-to-consumer transactions versus business-to-business transactions.
- The model should analyze the current number and financial effects of city and county sales tax rebate agreements with online retailers and how destination sourcing might affect revenues under these agreements.

Conditions for considering a Constitutional Amendment that moves toward destination allocation: Absent better data on the impacts on individual agencies associated with a shift to destination allocation of sales taxes from CDTFA, the Group declined to prescribe if/how a transition to destination would be accomplished; the sentiment was that the issue was better revisited once better data was available. In anticipation that the data would reveal significant negative impacts on some agencies, the Group desired that any such shift should be accompanied by legislation broadening of the base of sales taxes, including as supported by existing Cal Cities policy including:

- Broadening the tax base on goods, which includes reviewing existing exemptions on certain goods and expanding to digital forms of goods that are otherwise taxed; and
- Expanding the sales tax base to services, such as those commonly taxed in other states.

This Resolution builds upon previous work that accounts for the impacts that distribution networks have on host cities and further calls on the organization to advocate for changes to sales tax distribution rules.

The Resolution places further demands on data collected by CDTFA to establish a "fair and equitable distribution of the Bradley Burns 1% local sales tax from in-state online purchases." Such data is proposed to be collected by SB 792 (Glazer, 2021). More discussion on this topic can be found in the "Staff Comments" section.

Staff Comments:

Proposed Resolution Affixes Equity Based, Data Driven Approach to Existing Cal Cities Policy on Sales Tax Sourcing

The actions resulting from this resolution, if approved, would align with existing policy and efforts to-date to modernize sales tax rules. While not formalized in existing Cal Cities policy or recommendations, city managers and tax practitioners generally have favored proposals that establish a sharing of online sales tax revenues rather than a full destination shift. City leaders and practitioners across the state have acknowledged during Cal Cities Revenue and Taxation and City Manager's working group meetings that the hosting of fulfillment centers and ancillary infrastructure pose major burdens on local communities including detrimental health and safety impacts. This acknowledgement has moved mainstream proposals such as this one away from full revenue shifts towards an equity-based, data driven approach that favors revenue sharing. This Resolution would concretely affix this approach as Cal Cities policy.

More Data is Needed to Achieve Equity Based Approach

A major challenge is the lack of adequate data to model the results of shifting in-state online sale tax revenues. Local government tax consultants and state departments have limited data to model the effects of changes to sales tax distribution because their information is derived only from cities that have a local transactions and use tax (TUT). Tax experts are able to model proposed tax shifts using TUTs since they are allocated on a destination basis (where a purchaser receives the product; usually a home or business). However, more than half of all cities, including some larger cities, do not have a local TUT therefore modeling is constrained and incomplete.

Efforts to collect relevant sales tax information on the destination of products purchased online are ongoing. The most recent effort is encapsulated in SB 792 (Glazer, 2021), which would require retailers with online sales exceeding $50 million a year to report to CDTFA the gross receipts from online sales that resulted in a product being shipped or delivered in each city. The availability of this data would allow for a much more complete understanding of online consumer behavior and the impacts of future proposed changes to distribution. SB 792 (Glazer) is supported by Cal Cities following approval by the Revenue and Taxation Committee and board of directors.

Impact of Goods Movement Must Be Considered

As noted above, city leaders and practitioners across the state acknowledge that the hosting of fulfillment centers and goods movement infrastructure pose major burdens on local communities including detrimental health, safety, and infrastructure impacts. Not least of which is the issue of air pollution from diesel exhaust. According to California Environmental Protection Agency (Cal EPA):

"Children and those with existing respiratory disease, particularly asthma, appear to be especially susceptible to the harmful effects of exposure to airborne PM from diesel exhaust, resulting in increased asthma symptoms and attacks along with decreases in lung function (McCreanor et al., 2007; Wargo, 2002). People that live or work near heavily-traveled roadways, ports, railyards, bus yards, or trucking distribution centers may experience a high level of exposure (US EPA, 2002; Krivoshto et al., 2008). People that spend a significant amount of time near heavily-traveled roadways may also experience a high level of exposure. Studies of both men and women demonstrate cardiovascular effects of diesel PM exposure, including coronary vasoconstriction and premature death from cardiovascular disease (Krivoshto et al., 2008). A recent study of diesel exhaust inhalation by healthy non-smoking adults found an increase in blood pressure and other potential triggers of heart attack and stroke (Krishnan et al., 2013) Exposure to diesel PM, especially following periods of severe air pollution, can lead to increased hospital visits and admissions due to worsening asthma and emphysema-related symptoms (Krivoshto et al., 2008). Diesel exposure may also lead to reduced lung function in children living in close proximity to roadways (Brunekreef et al., 1997)."

The founded health impacts of the ubiquitous presence of medium and heavy-duty diesel trucks used to transport goods to and from fulfillment centers and warehouses require host cities to meet increased needs of their residents including the building and maintenance of buffer zones, parks, and open space. While pollution impacts may decline with the introduction of zero-emission vehicles, wide scale adoption by large distribution fleets is still in its infancy. Furthermore, the impacts of heavy road use necessitate increased spending on local streets and roads upgrades and maintenance. In addition, many cities have utilized the siting of warehouses, fulfillment centers, and other heavy industrial uses for goods movements as key components of local revenue generation and economic development strategies. These communities have also foregone other land uses in favor of siting sales offices and fulfillment networks.

All said, however, it is important to acknowledge that disadvantaged communities (DACs) whether measured along poverty, health, environmental or education indices exist in cities across the state. For one example, see: California Office of Environmental Health Hazard Assessment (OEHHA) CalEnviroScreen. City officials may consider how cities without fulfillment and warehouse center revenues are to fund efforts to combat social and economic issues, particularly in areas with low property tax and tourism-based revenues.

The Resolution aims to acknowledge these impacts broadly (this analysis does not provide an exhaustive review of related impacts) and requests Cal Cities to account for them in a revised distribution formula of the Bradley Burns 1% local sales tax from in-state online purchases. The Resolution does not prescribe the proportions.

Clarifying Amendments
Upon review of the Resolution, Cal Cities staff recommends technical amendments to provide greater clarity. *To review the proposed changes, please see Attachment B.*

Fiscal Impact:
Significant but unknown. The Resolution on its own does not shift sales tax revenues. In anticipation and mitigation of impacts, the Resolution requests Cal Cities to utilize online sales tax data to identify a fair and equitable distribution formula that accounts for the broad impacts fulfillment centers involved in online retail have on the cities that host them. The Resolution does not prescribe the revenue distribution split nor does it prescribe the impacts, positive and negative, of distribution networks.

Existing Cal Cities Policy:

- Tax proceeds collected from internet sales should be allocated to the location where the product is received by the purchaser.
- Support as Cal Cities policy that point of sale (situs) is where the customer receives the product. Specific proposals in this area should be carefully reviewed so that the impacts of any changes are fully understood.
- Revenue from new regional or state taxes or from increased sales tax rates should be distributed in a way that reduces competition for situs-based revenue. (Revenue from the existing sales tax rate and base, including future growth from increased sales or the opening of new retail centers, should continue to be returned to the point of sale.)
- The existing situs-based sales tax under the Bradley Burns 1% baseline should be preserved and protected.
- Restrictions should be implemented and enforced to prohibit the enactment of agreements designed to circumvent the principle of situs-based sales and redirect or divert sales tax revenues from other communities, when the physical location of the affected businesses does not change. Sales tax rebate agreements involving online retailers are inappropriate because they have the effect of encouraging revenue to be shifted away from numerous communities and concentrated to the benefit of one. Any type of agreement that seeks to lure a retailer from one community to another within a market area should also be prohibited going forward.
- Support Cal Cities working with the state California Department of Tax and Fee Administration (CDTFA) to update the county pool allocation process to ensure that more revenues are allocated to the jurisdiction where the purchase or first use of a product occurs (usually where the product is delivered). Use Tax collections from online sales, including from the South Dakota v Wayfair Decision, should be shifted out of county pools and allocated to the destination jurisdiction whose Bradley Burns tax applies and not throughout the entire county.

Support:
The following letters of concurrence were received:
Town of Apple Valley
City of El Cerrito
City of La Canada Flintridge
City of La Verne
City of Lakewood

City of Moorpark
City of Placentia
City of Sacramento

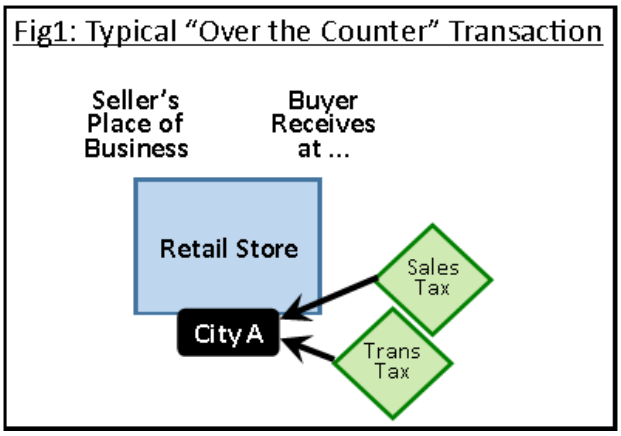


Fig1: Typical "Over the Counter" Transaction
Seller's Place of Business
Buyer Receives at ...
Retail Store
City A
Sales Tax
Trans Tax

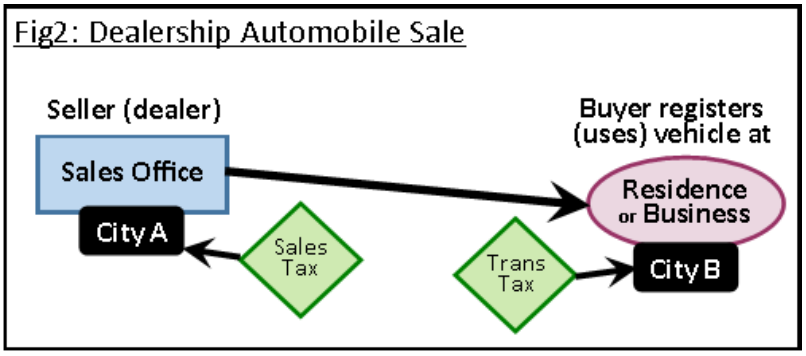


Fig2: Dealership Automobile Sale
Seller (dealer)
Sales Office
City A
Sales Tax
Buyer registers (uses) vehicle at
Residence or Business
Trans Tax
City B

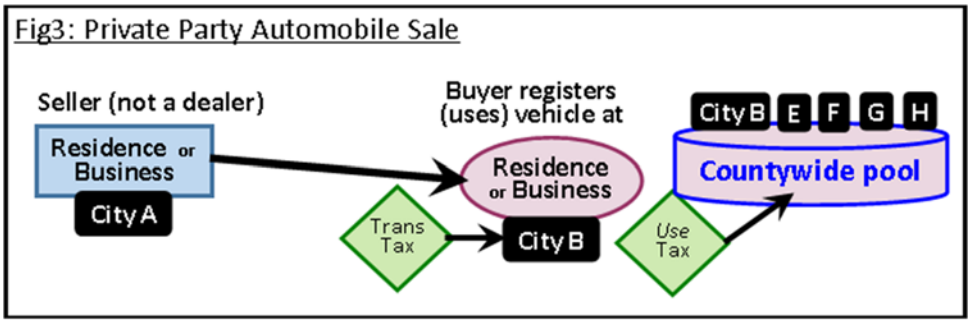


Fig3: Private Party Automobile Sale
Seller (not a dealer)
Residence or Business
City A
Buyer registers (uses) vehicle at
Residence or Business
Trans Tax
City B
City B E F G H
Countywide pool
Use Tax

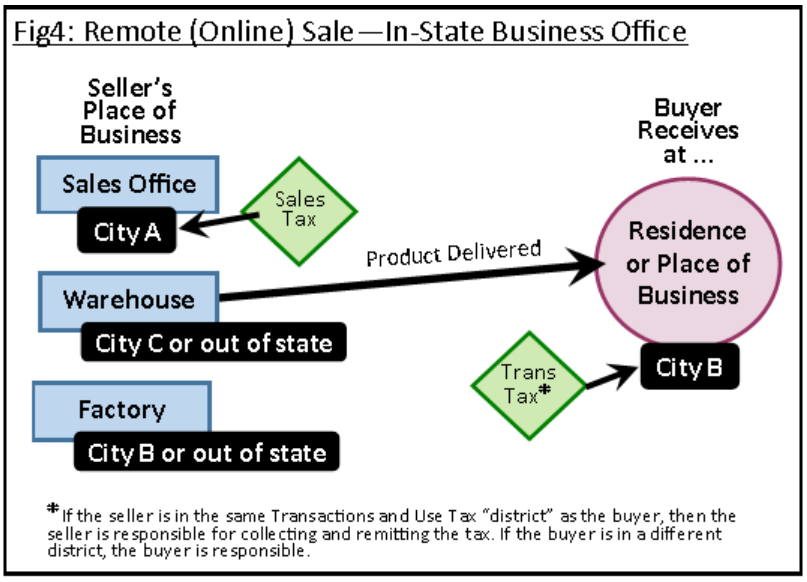


Fig4: Remote (Online) Sale—In-State Business Office
Seller's Place of Business
Buyer Receives at ...
Sales Office
City A
Sales Tax
Product Delivered
Residence or Place of Business
Warehouse
City C or out of state
Trans Tax*
City B
Factory
City B or out of state
*If the seller is in the same Transactions and Use Tax "district" as the buyer, then the seller is responsible for collecting and remitting the tax. If the buyer is in a different district, the buyer is responsible.

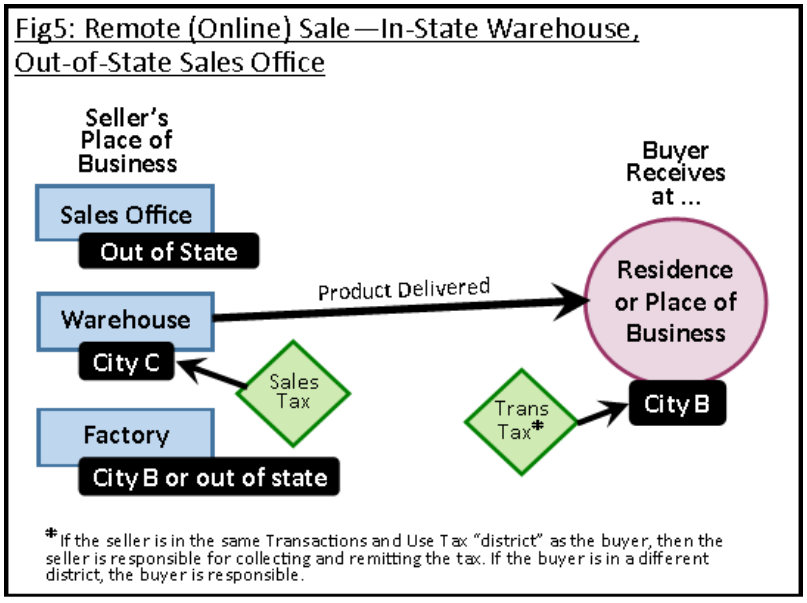
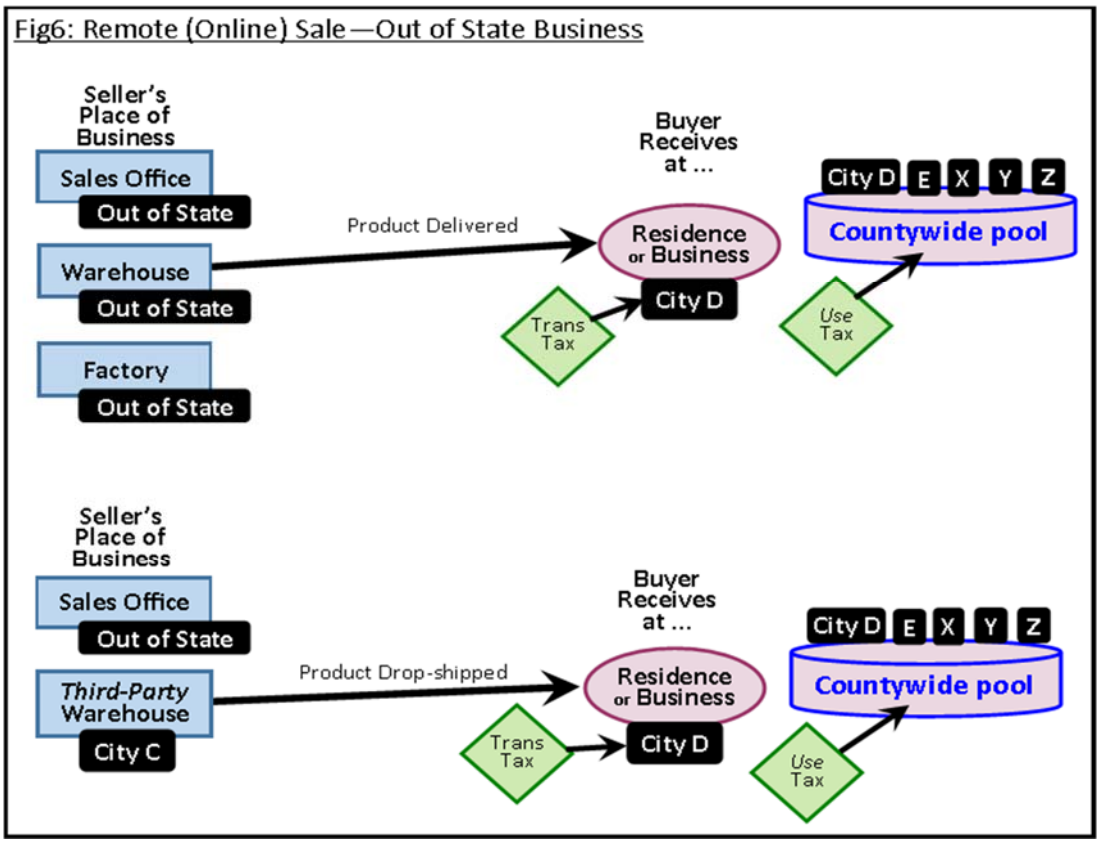


Fig5: Remote (Online) Sale—In-State Warehouse, Out-of-State Sales Office
Seller's Place of Business
Buyer Receives at ...
Sales Office
Out of State
Product Delivered
Residence or Place of Business
Warehouse
City C
Sales Tax
Trans Tax*
City B
Factory
City B or out of state
*If the seller is in the same Transactions and Use Tax "district" as the buyer, then the seller is responsible for collecting and remitting the tax. If the buyer is in a different district, the buyer is responsible.



GUIDELINES FOR ALLOCATION OF LOCAL TAX - ONLINE AND IN-STORE			
Place of Sale	**Location of Goods at the Time of Sale**	**How Customer Receives Goods**	**Allocation of Tax**
Online – Order is placed or downloaded outside California	California Fulfillment Center	Shipped to California Customer	Local tax is allocated to the jurisdiction in which the fulfillment center is located
Online – Order is placed or downloaded in California	California Fulfillment Center	Shipped to California Customer	Per CDTFA Regulation 1802, local tax is allocated to the jurisdiction where the order is placed
Online	Out of State Fulfilment Center	Shipped to California Customer	Local tax is allocated to the countywide pool based on point of delivery
Online	Out of State Fulfilment Center	Picked Up In-Store (Click & Collect)	Local tax is allocated to the countywide pool based on point of delivery
Online	California Fulfillment Center Owned and Operated by Third Party Vendor	Drop-Shipped to California Customer	Local tax is allocated to the countywide pool based on point of delivery
Online	In-Store (Goods withdrawn from store inventory)	Shipped to California Customer	Local Tax is allocated to the jurisdiction where the store is located
Online	In-Store (Goods withdrawn from store inventory)	Picked Up In-Store (Click & Collect)	Local Tax is allocated to the jurisdiction where the store is located
In-Store	In-Store (Goods withdrawn from store inventory)	Over the Counter	Local Tax is allocated to the jurisdiction where the store is located

Courtesy of HdL Companies

Tax Incentive Programs, Sales Tax Sharing Agreements

In recent years, especially since Proposition 13 in 1978, local discretionary (general purpose revenues) have become more scarce. At the same time, options and procedures for increasing revenues have become more limited. One outcome of this in many areas has been a greater competition for sales and use tax revenues. This has brought a rise in arrangements to encourage certain land use development with rebates and incentives which exploit California's odd origin sales tax sourcing rules.

The typical arrangement is a sales tax sharing agreement in which a city provides tax rebates to a company that agrees to expand their operations in the jurisdiction of the city. Under such an arrangement, the company generally agrees to make a specified amount of capital investment and create a specific number of jobs over a period of years in exchange for specified tax breaks, often property tax abatement or some sort of tax credit. In some cases, this has simply taken the form of a sales office, while customers and warehouses and the related economic activity are disbursed elsewhere in the state. In some cases the development takes the form of warehouses, in which the sales inventory, owned by the company, is housed.[6]

Current sales tax incentive agreements in California rebate amounts ranging from 50% to 85% of sales tax revenues back to the corporations.

Today, experts familiar with the industry believe that between 20% to 30% of local Bradley-Burns sales taxes paid by California consumers is diverted from local general funds back to corporations; over $1 billion per year.

The Source of Origin Based Sourcing Problems

Where other than over-the-counter sales are concerned origin sourcing often causes a concentration of large amounts of tax revenue in one location, despite the fact that the economic activity and service impacts are also occurring in other locations.

The large amounts of revenue concentrated in a few locations by California's "warehouse rule" origin sourcing causes a concentration of revenue far in excess of the service costs associated with the development.

In order to lure jobs and tax revenues to their communities, some cities have entered into rebate agreements with corporations. This has grown to such a problem, that 20% to 30% of total local taxes paid statewide are being rebated back to corporations rather than funding public services.

Moving to Destination Sourcing: The Concept[7]

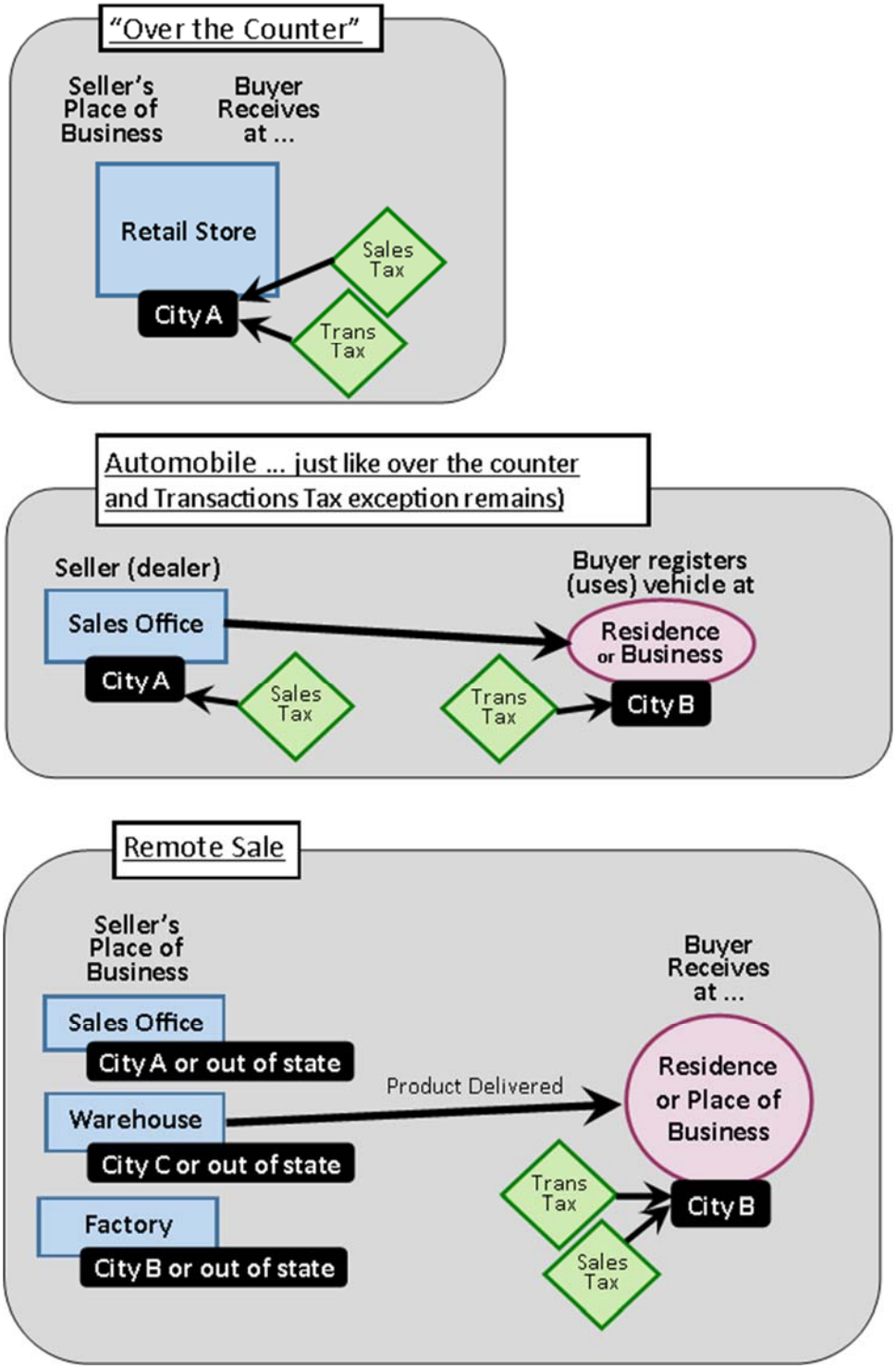
A change from origin sourcing rules to destination sourcing rules for the local tax component of California's sales tax would improve overall revenue collections and distribute these revenues more equitably among all of the areas involved in these transactions.

A change from origin based sourcing to destination based sourcing would have no effect on state tax collections. However, it would alter the allocations of local sales and use tax revenues among local agencies. Most retail transactions including dining, motor fuel purchases, and in-store purchases would not be affected. But in cases where the property is received by the purchaser in a different jurisdiction than where the sales agreement was negotiated, there would be a different allocation than under the current rules.

[6] See Jennifer Carr, "Origin Sourcing and Tax Incentive Programs: An Unholy Alliance" Sales Tax Notes; May 27, 2013.

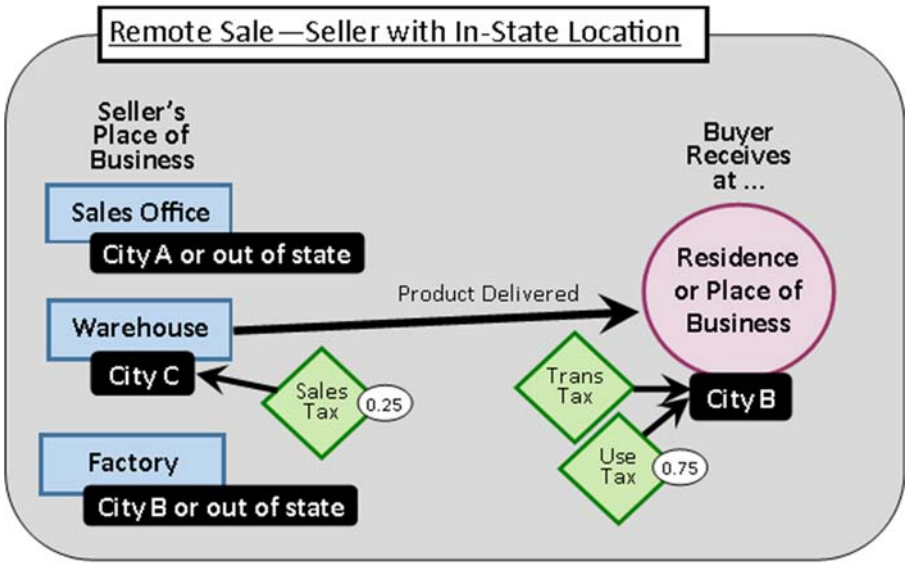
[7] The same issues that are of concern regarding the local sales tax do not apply to California's Transactions and Use Taxes ("Add-on sales taxes") as these transactions, when not over the counter, are generally allocated to the location of use or, as in the case of vehicles, product registration. There is no need to alter the sourcing rules for transactions and use taxes.

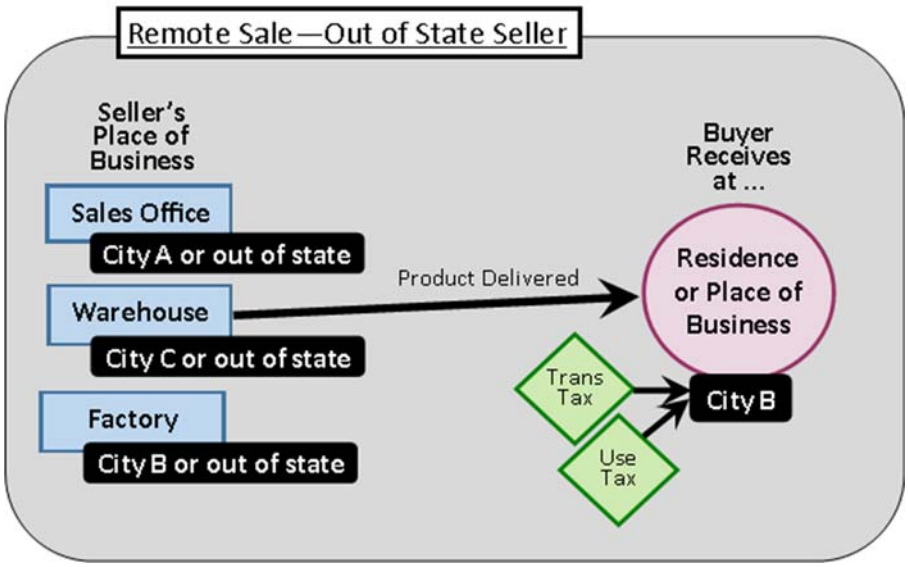
Destination Sourcing Scenario 1: Full-On



Destination Sourcing Scenario 2: Split Source

- Same as now for "over the counter" and automobile.
- Leave 0.25% on current seller if instate (origin)
- Could be phased in.





mjgc

RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES ("CAL CITIES") CALLING ON THE STATE LEGISLATURE TO PASS LEGISLATION THAT PROVIDES FOR A FAIR AND EQUITABLE DISTRIBUTION OF THE BRADLEY BURNS 1% LOCAL SALES TAX FROM IN-STATE ONLINE PURCHASES, BASED ON DATA WHERE PRODUCTS ARE SHIPPED TO, AND THAT RIGHTFULLY TAKES INTO CONSIDERATION THE IMPACTS THAT FULFILLMENT CENTERS HAVE ON HOST CITIES BUT ALSO PROVIDES A FAIR SHARE TO CALIFORNIA CITIES THAT DO NOT AND/OR CANNOT HAVE A FULFILLMENT CENTER WITHIN THEIR JURISDICTION

WHEREAS, the 2018 U.S. Supreme Court decision in *Wayfair v. South Dakota* clarified that states could charge and collect tax on purchases even if the seller does not have a physical presence in the state; and

WHEREAS, California cities and counties collect 1% in Bradley Burns sales and use tax from the purchase of tangible personal property and rely on this revenue to provide critical public services such as police and fire protection; and

WHEREAS, in terms of "siting" the place of sale and determining which jurisdiction receives the 1% Bradley Burns local taxes for online sales, the California Department of Tax and Fee Administration (CDTFA) determines "out-of-state" online retailers as those with no presence in California that ship property from outside the state and are therefore subject to use tax, not sales tax, which is collected in a countywide pool of the jurisdiction where the property is shipped from; and

WHEREAS, for online retailers that have a presence in California and have a stock of goods in the state from which it fulfills orders, CDTFA considers the place of sale ("situs") as the location from which the goods were shipped such as a fulfillment center; and

WHEREAS, in early 2021, one of the state's largest online retailers shifted its ownership structure so that it is now considered both an in-state and out-of-state retailer, resulting in the sales tax this retailer generates from in-state sales now being ~~**entirely**~~ allocated to ~~**the specific city**~~ **cities** where ~~the~~ warehouse fulfillment center**s** ~~**is**~~ **are** located as opposed to going into ~~**a**~~ countywide pool**s** that ~~**is**~~ **are** shared with all jurisdictions in **those counties** ~~**that County**~~, as was done previously; and

WHEREAS, this all-or-nothing ~~change for the~~ allocation of in-state sales tax has created winners and losers amongst cities as the online sales tax revenue ~~**from the retailer**~~ that was once spread amongst all cities in countywide pools is now concentrated in select cities that host ~~**a**~~ fulfillment center**s**; and

WHEREAS, this has created a tremendous inequity amongst cities, in particular for cities that are built out, do not have space for siting ~~**a 1 million square foot**~~ fulfillment center**s**, are not located along a major travel corridor, or otherwise not ideally suited to host a fulfillment center; and

WHEREAS, this inequity affects cities statewide, but in particular those with specific circumstances such as no/low property tax cities that are extremely reliant on sales tax revenue as well as cities struggling to meet their **Regional Housing Needs Allocation (**RHNA**)** obligations that are being compelled by the State to rezone precious commercial parcels to residential; and

WHEREAS, the inequity produced by allocating in-state online sales tax revenue exclusively to cities with fulfillment centers is exasperated even more by, in addition to already reducing the amount of revenue going into the countywide pools, the cities with fulfillment centers are also receiving a larger share of the dwindling countywide pool as it is allocated based on cities' proportional share of sales tax collected; and

WHEREAS, while it is important to acknowledge that those cities that have fulfillment centers experience impacts from these activities and deserve equitable supplementary compensation, it should also be recognized that the neighboring cities whose residents are ordering product**s** from **those** ~~**that**~~ center**s** now receive no **Bradley Burns** revenue ~~**from the center's sales activity**~~ despite also experiencing the impacts created by the**m** ~~center~~, such as increased traffic and air pollution; and

WHEREAS, the COVID-19 pandemic greatly accelerated the public's shift towards online purchases, a trend that is unlikely to be reversed to pre-pandemic levels; and

NOW, THEREFORE, BE IT RESOLVED that Cal Cities calls on the State Legislature to pass legislation that provides for a fair and equitable distribution of the Bradley Burns 1% local sales tax from in-state online purchases, based on data where products are shipped to, and that rightfully takes into consideration the impacts that fulfillment centers have on host cities but also provides a fair share to California cities that do not and/or cannot have a fulfillment center within their jurisdiction.

2. A RESOLUTION CALLING UPON THE GOVERNOR AND THE LEGISLATURE TO PROVIDE NECCESARY FUNDING FOR CUPC TO FUFILL ITS OBLIGATION TO INSPECT RAILROAD LINES TO ENSURE THAT OPERATORS ARE REMOVING ILLEGAL DUMPING, GRAFFITI AND HOMELESS ENCAMPMENTS THAT DEGRADE THE QAULITY OF LIFE AND RESULTS IN INCREASED PUBLIC SAFETLY CONCERNS FOR COMMUNITIES AND NEIGHBORHOODS THAT ABUTT THE RAILROAD RIGHT-OF-WAY.

Source: City of South Gate
Concurrence of five or more cities/city officials:
Cities: City of Bell Gardens; City of Bell; City of Commerce; City of Cudahy; City of El Segundo; City of Glendora; City of Huntington Park; City of La Mirada; City of Long Beach; City of Lynwood; City of Montebello; City of Paramount; City of Pico Rivera
Referred to: Housing, Community and Economic Development; and Transportation, Communications and Public Works

WHEREAS, ensuring the quality of life for communities falls upon every local government including that blight and other health impacting activities are addressed in a timely manner by private property owners within its jurisdictional boundaries for their citizens, businesses and institutions; and

WHEREAS, Railroad Operators own nearly 6,000 miles of rail right-of-way throughout the State of California which is regulated by the Federal Railroad Administration and/or the California Public Utilities Commission for operational safety and maintenance; and

WHEREAS, the California Public Utilities Commission (CPUC) is the enforcing agency for railroad safety in the State of California and has 41 inspectors assigned throughout the entire State to inspect and enforce regulatory compliance over thousands of miles of rail line; and

WHEREAS, areas with rail line right-of-way within cities and unincorporated areas are generally located in economically disadvantaged zones and/or disadvantaged communities of color where the impact of blight further lowers property values and increases the likelihood of unsound sanitary conditions and environmental impacts upon them; and

WHEREAS, many communities are seeing an increase in illegal dumping, graffiti upon infrastructure and homeless encampments due to the lax and inadequate oversight by regulatory agencies; and

WHEREAS, local governments have no oversight or regulatory authority to require operators to better maintain and clean their properties as it would with any other private property owner within its jurisdictional boundaries. Thus such local communities often resort to spending their local tax dollars on cleanup activities or are forced to accept the delayed and untimely response by operators to cleaning up specific sites, and;

WHEREAS, that railroad operators should be able to provide local communities with a fixed schedule in which their property will be inspected and cleaned up on a reasonable and regular schedule or provide for a mechanism where they partner with and reimburse local governments for an agreed upon work program where the local government is enabled to remove items like illegal dumping, graffiti and encampments; and

WHEREAS, the State has made it a priority to deal with homeless individuals and the impacts illegal encampments have upon those communities and has a budgetary surplus that can help fund the CPUC in better dealing with this situation in both a humane manner as well a betterment to rail safety.

RESOLVED, at the League of California Cities, General Assembly, assembled at the League Annual Conference on September 24, 2021, in Sacramento, that the League calls for the Governor and the Legislature to work with the League and other stakeholders to provide adequate regulatory authority and necessary funding to assist cities with these railroad right-of-way areas so as to adequately deal with illegal dumping, graffiti and homeless encampments that proliferate along the rail lines and result in public safety issues. The League will work with its member cities to educate federal and state officials to the quality of life and health impacts this challenge has upon local communities, especially those of color and/or environmental and economic hardships.

Background Information to Resolution

Source: City of South Gate

Background:
The State of California has over 6,000 miles of rail lines, with significant amount running through communities that are either economically disadvantaged and/or disadvantaged communities of color. While the Federal Railroad Administration (FRA) has primary oversight of rail operations, they delegate that obligation to the State of California for lines within our State. The administration of that oversight falls under the California Public Utilities Commission (CPUC). The CPUC has only 41 inspectors covering those 6,000 miles of railroad lines in the State of California. Their primary task is ensuring equipment, bridges and rail lines are operationally safe.

The right-of-way areas along the rail lines are becoming increasingly used for illegal dumping, graffiti and homeless encampments. Rail operators have admitted that they have insufficient funds set aside to clean up or sufficiently police these right-of-way areas, despite reporting a net income of over $13 billion in 2020. CPUC budget does not provide the resources to oversee whether rail operators are properly managing the right-of-way itself.

The City of South Gate has three rail lines traversing through its city limits covering about 4 miles. These lines are open and inviting to individuals to conduct illegal dumping, graffiti buildings and structures along with inviting dozens of homeless encampments. As private property, Cities like ourselves cannot just go upon them to remove bulky items, trash, clean graffiti or remove encampments. We must call and arrange for either our staff to access the site or have the rail operator schedule a cleanup. This can take weeks to accomplish, in the meantime residents or businesses that are within a few hundred feet of the line must endure the blight and smell. Trash is often blown from the right-of-way into residential homes or into the streets. Encampments can be seen from the front doors of homes and businesses.

South Gate is a proud city of hard working-class residents, yet with a median household income of just $50,246 or 65% of AMI for Los Angeles County, it does not have the financial resources to direct towards property maintenance of any commercial private property. The quality of life of communities like ours should not be degraded by the inactions or lack of funding by others. Cities such as South Gate receive no direct revenue from the rail operators, yet we deal with environmental impacts on a daily basis, whether by emissions, illegal dumping, graffiti or homeless encampments.

The State of California has record revenues to provide CPUC with funding nor only for safety oversight but ensuring right-of-way maintenance by operators is being managed properly. Rail Operators should be required to set aside sufficient annual funds to provide a regular cleanup of their right-of-way through the cities of California.

LETTERS OF CONCURRENCE

Resolution No. 2

League of California Cities Staff Analysis on Resolution No. 2

Staff: Damon Conklin, Legislative Affairs, Lobbyist
Jason Rhine, Assistant Director, Legislative Affairs
Caroline Cirrincione, Policy Analyst

Committees: Transportation, Communications, and Public Works
Housing, Community, and Economic Development

Summary:
The City of South Gate submits this resolution, which states the League of California Cities should urge the Governor and the Legislature to provide adequate regulatory authority and necessary funding to assist cities with railroad right-of-way areas to address illegal dumping, graffiti, and homeless encampments that proliferate along the rail lines and result in public safety issues.

Background:
California Public Utilities Commission (CPUC) Railroad Oversight
The CPUC's statewide railroad safety responsibilities are carried out through its Rail Safety Division (RSD). The Railroad Operations and Safety Branch (ROSB), a unit of RSD, enforces state and federal railroad safety laws and regulations governing freight and passenger rail in California.

The ROSB protects California communities and railroad employees from unsafe practices on freight and passenger railroads by enforcing rail safety laws, rules, and regulations. The ROSB also performs inspections to identify and mitigate risks and potential safety hazards before they create dangerous conditions. ROSB rail safety inspectors investigate rail accidents and safety-related complaints and recommend safety improvements to the CPUC, railroads, and the federal government as appropriate.

Within the ROSB, the CPUC employs 41 inspectors who are federally certified in the five Federal Railroad Administration (FRA) railroad disciplines, including hazardous materials, motive power and equipment, operations, signal and train control, and track. These inspectors perform regular inspections, focused inspections, accident investigations, security inspections, and complaint investigations. In addition, the inspectors address safety risks that, while not violations of regulatory requirements, pose potential risks to public or railroad employee safety.

CPUC's Ability to Address Homelessness on Railroads
Homeless individuals and encampments have occupied many locations in California near railroad tracks. This poses an increased safety risk to these homeless individuals of being struck by trains. Also, homeless encampments often create unsafe work environments for railroad and agency personnel.

While CPUC cannot compel homeless individuals to vacate railroad rights-of-way or create shelter for homeless individuals, it has the regulatory authority to enforce measures that can reduce some safety issues created by homeless encampments. The disposal of waste materials or other disturbances of walkways by homeless individuals can create tripping hazards in the vicinity of railroad rights-of-way. This would cause violations of Commission GO 118-A, which sets standards for walkway surfaces alongside railroad tracks. Similarly, tents, wooden structures, and miscellaneous debris in homeless encampments can create violations of

Commission GO 26-D, which sets clearance standards between railroad tracks, and structures and obstructions adjacent to tracks.

Homelessness in California
According to the 2020 Annual Homeless Assessment Report (AHAR) to Congress, there has been an increase in unsheltered individuals since 2019. More than half (51 percent or 113,660 people) of all unsheltered homeless people in the United States are found in California, about four times as high as their share of the overall United States population.

Many metro areas in California lack an adequate supply of affordable housing. This housing shortage has contributed to an increase in homelessness that has spread to railroad rights-of-way. Homeless encampments along railroad right-of-way increase the incidents of illegal dumping and unauthorized access and trespassing activities. Other impacts include train service reliability with debris strikes, near-misses, and trespasser injuries/fatalities. As of April 2021, there have been 136 deaths and 117 injuries reported by the Federal Railroad Administration over the past year. These casualties are directly associated with individuals who trespassed on the railroad.

Cities across the state are expending resources reacting to service disruptions located on the railroad's private property. It can be argued that an increase in investments and services to manage and maintain the railroad's right-of-way will reduce incidents, thus enhancing public safety, environmental quality, and impacts on the local community.

State Budget Allocations – Homelessness
The approved State Budget includes a homelessness package of $12 billion. This consists of a commitment of $1 billion per year for direct and flexible funding to cities and counties to address homelessness. While some details related to funding allocations and reporting requirements remain unclear, Governor Newsom signed AB 140 in July, which details key budget allocations, such as:

- $2 billion in aid to counties, large cities, and Continuums of Care through the Homeless Housing, Assistance and Prevention grant program (HHAP);
- $50 million for Encampment Resolution Grants, which will help local governments resolve critical encampments and transitioning individuals into permanent housing; and
- $2.7 million in onetime funding for Caltrans Encampment Coordinators to mitigate safety risks at encampments on state property and to coordinate with local partners to connect these individuals to services and housing.

The Legislature additionally provided $2.2 billion specifically for Homekey with $1 billion available immediately. This funding will help local governments transition individuals from Project Roomkey sites into permanent housing to minimize the number of occupants who exit into unsheltered homelessness.

With regards to this resolution, the State Budget also included $1.1 billion to clean trash and graffiti from highways, roads, and other public spaces by partnering with local governments to pick up trash and beautify downtowns, freeways, and neighborhoods across California. The program is expected to generate up to 11,000 jobs over three years.

Cities Railroad Authority
A city must receive authorization from the railroad operator before addressing the impacts made by homeless encampments because of the location on the private property. Additionally, the city

must coordinate with the railroad company to get a flagman to oversee the safety of the work crews, social workers, and police while on the railroad tracks.

A city may elect to declare the encampment as a public nuisance area, which would allow the city to clean up the areas at the railroad company's expense for failing to maintain the tracks and right-of-way. Some cities are looking to increase pressure on railroad operators for not addressing the various homeless encampments, which are presenting public safety and health concerns.

Courts have looked to compel railroad companies to increase their efforts to address homeless encampments on their railroads or grant a local authority's application for an Inspection and Abatement Warrant, which would allow city staff to legally enter private property and abate a public nuisance or dangerous conditions.

In limited circumstances, some cities have negotiated Memoranda of Understandings (MOU) with railroad companies to provide graffiti abatement, trash, and debris removal located in the right-of-way, and clean-ups of homeless encampments. These MOUs also include local law enforcement agencies to enforce illegally parked vehicles and trespassing in the railroad's right-of-way. MOUs also detailed shared responsibility and costs of providing security and trash clean-up. In cases where trespassing or encampments are observed, the local public works agency and law enforcement agency are notified and take the appropriate measures to remove the trespassers or provide clean-up with the railroad covering expenses outlined in the MOU.

Absent an MOU detailing shared maintenance, enforcement, and expenses, cities do not have the authority to unilaterally abate graffiti or clean-up trash on a railroad's right-of-way.

Fiscal Impact:
If the League of California Cities were to secure funding from the state for railroad clean-up activities, cities could potentially save money in addressing these issues themselves or through an MOU, as detailed above. This funding could also save railroad operators money in addressing concerns raised by municipalities about illegal dumping, graffiti, and homeless encampments along railroads.

Conversely, if the League of California Cities is unable to secure this funding through the Legislature or the Governor, cities may need to consider alternative methods, as detailed above, which may include significant costs.

Existing League Policy:
Public Safety:
Graffiti
The League supports increased authority and resources devoted to cities for abatement of graffiti and other acts of public vandalism.

Transportation, Communications, and Public Works
Transportation
The League supports efforts to improve the California Public Utilities Commission's ability to respond to and investigate significant transportation accidents in a public and timely manner to improve rail shipment, railroad, aviation, marine, highway, and pipeline safety

Housing, Community, and Economic Development
Housing for Homeless
Homelessness is a statewide problem that disproportionately impacts specific communities. The state should make funding and other resources, including enriched services, and outreach and case managers, available to help assure that local governments have the capacity to address the needs of the homeless in their communities, including resources for regional collaborations.

Homeless housing is an issue that eludes a statewide, one-size-fits-all solution, and collaboration between local jurisdictions should be encouraged.

Staff Comments:
Clarifying Amendments
Upon review of the Resolution, Cal Cities staff recommends technical amendments to provide greater clarity. To review the proposed changes, please see Attachment A.

The committee may also wish to consider clarifying language around regulatory authority and funding to assist cities with these efforts. The resolution asks that new investments from the state be sent to the CPUC to increase their role in managing and maintaining railroad rights-of-ways and potentially to cities to expand their new responsibility.

The committee may wish to specify MOUs as an existing mechanism for cities to collaborate and agree with railroad operators and the CPUC on shared responsibilities and costs.

Support:
The following letters of concurrence were received:
City of Bell Gardens
City of Bell
City of Commerce
City of Cudahy
City of El Segundo
City of Glendora
City of La Mirada
City of Paramount
City of Pico Rivera
City of Huntington Park
City of Long Beach
City of Lynwood
City of Montebello

2. A RESOLUTION CALLING UPON THE GOVERNOR AND THE LEGISLATURE TO PROVIDE ~~NECCESARY~~ NECESSARY FUNDING FOR ~~CUPC~~ THE CALIFORNIA PUBLIC UTILITIES COMMISSION (CPUC) TO FUFILL ITS OBLIGATION TO INSPECT RAILROAD LINES TO ENSURE THAT OPERATORS ARE REMOVING ILLEGAL DUMPING, GRAFFITI AND HOMELESS ENCAMPMENTS THAT DEGRADE THE ~~QAULITY~~ QUALITY OF LIFE AND RESULTS IN INCREASED PUBLIC ~~SAFETLY~~ SAFETY CONCERNS FOR COMMUNITIES AND NEIGHBORHOODS THAT ABUT~~T~~ THE RAILROAD RIGHT-OF-WAY.

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Referred to: Housing, Community and Economic Development; and Transportation, Communications and Public Works

WHEREAS, ensuring the quality of life for communities falls upon every local government including that blight and other health impacting activities are addressed in a timely manner by private property owners within its jurisdictional boundaries for their citizens, businesses and institutions; and

WHEREAS, Railroad Operators own nearly 6,000 miles of rail right-of-way throughout the State of California which is regulated by the Federal Railroad Administration and/or the ~~California Public Utilities Commission~~ CPUC for operational safety and maintenance; and

WHEREAS, the ~~California Public Utilities Commission (~~CPUC~~)~~ is the enforcing agency for railroad safety in the State of California and has 41 inspectors assigned throughout the entire State to inspect and enforce regulatory compliance over thousands of miles of rail line; and

WHEREAS, areas with rail line right-of-way within cities and unincorporated areas are generally located in economically disadvantaged zones and/or disadvantaged communities of color where the impact of blight further lowers property values and increases the likelihood of unsound sanitary conditions and environmental impacts upon them; and

WHEREAS, many communities are seeing an increase in illegal dumping, graffiti upon infrastructure and homeless encampments due to the lax and inadequate oversight by regulatory agencies; and

WHEREAS, local governments have no oversight or regulatory authority to require operators to better maintain and clean their properties as it would with any other private property owner within its jurisdictional boundaries. Thus such local communities often resort to spending their local tax dollars on cleanup activities or are forced to accept the delayed and untimely response by operators to cleaning up specific sites, and;

WHEREAS, that railroad operators should be able to provide local communities with a fixed schedule in which their property will be inspected and cleaned up on a reasonable and regular schedule or provide for a mechanism where they partner with and reimburse local governments for an agreed upon work program where the local government is enabled to remove items like illegal dumping, graffiti and encampments; and

WHEREAS, the State has made it a priority to deal with homeless individuals and the impacts illegal encampments have upon those communities and has a budgetary surplus that can help fund the CPUC in better dealing with this situation in both a humane manner as well as a betterment to rail safety.

RESOLVED, at the League of California Cities, General Assembly, assembled at the ~~League~~ Cal Cities Annual Conference on September 24, 2021, in Sacramento, that ~~the~~ Cal Cities ~~League~~ calls for the Governor and the Legislature to work with ~~the~~ Cal Cities ~~League~~ and other stakeholders to provide adequate regulatory authority and necessary funding to assist cities with these railroad right-of-way areas so as to adequately deal with illegal dumping, graffiti and homeless encampments that proliferate along the rail lines and result in public safety issues. ~~The~~ Cal Cities ~~League~~ will work with its member cities to educate federal and state officials to the quality of life and health impacts this challenge has upon local communities, especially those of color and/or environmental and economic hardships.

COUNCIL COMMUNICATION

CC #: 1701
File #: 0600-02

Title: Out-of-State Travel - National Police Memorial Week
Contact: Troy Bergstrom 916-774-5010 tbergstrom@roseville.ca.us

Meeting Date: 9/15/2021
Item #: 7.11.

RECOMMENDATION TO COUNCIL

Staff recommends the City Council authorize out-of-state travel for the Police Department Honor Guard Team and other Department staff to attend the National Police Memorial Week in Washington D.C. in October, 2021. The Department is also requesting flexibility in the approved dates to attend during a future date should the event be delayed again due to COVID-19 restrictions.

BACKGROUND

National Police Memorial Week is held every year during May in Washington D.C. to honor fallen police officers. Departments from across the country send representatives to honor those officers during the year as well as to honor their own department members who are remembered on the National Memorial.

The Roseville Police Department and several Department members had planned to attend Memorial Week in 2020 in honor of the 25th anniversary of the loss of Roseville Police Officer Mark White and as escorts to Officer White's widow who was to be in attendance. Due to the COVID-19 pandemic, Police Memorial week was cancelled, rescheduled to May of 2021, then rescheduled again to October of 2021.

Police Memorial Week is currently scheduled to occur in person in October of 2021 and all remembrances from 2020 have been moved to this event. Officer White's widow plans to attend in remembrance of the 25th anniversary of the loss of her husband and his inclusion on the memorial wall. The Police Department group from the original planned trip in 2020 is planning to reschedule their attendance as her escorts to these new dates.

The Escort Team includes the Chief of Police, a Police Captain, members of the Honor Guard, and other Department staff. Total attendance is 14 members of the Department.

Travel and attendance is dependent on the current status of the COVID-19 pandemic. As noted, the event has already been cancelled and rescheduled twice. The Police Department is submitting this request with the understanding that changes in event attendance are dependent on

conditions as they are in October. All required travel protocols related to COVID-19 restrictions will be followed.

FISCAL IMPACT

All travel costs are covered through a combination of private donations and attendee self-funding. There are no costs to the City.

ENVIRONMENTAL REVIEW

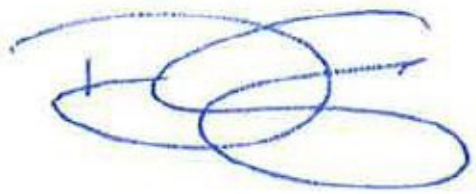
The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378.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

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

This request is to honor the memory of a fallen Roseville Police Officer and isn't something directly outlined in our Strategic Goals, however it does meet the overarching goal of Remaining Fiscally Responsible as there are no costs to the City.

Respectfully Submitted,

Troy Bergstrom, Chief of Police



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Dominick Casey, City Manager

COUNCIL COMMUNICATION

CC #: 1702
File #: 0102-06

Title:	Proclamation - Constitution Week September 17 - 23
Contact:	Blair Hutchison 916-774-5266 bmhutchison@roseville.ca.us

Meeting Date: 9/15/2021
Item #: 7.12.

RECOMMENDATION TO COUNCIL

Proclaim September 17 - 23, 2021 as CONSTITUTION WEEK and encourage all citizens to reaffirm the ideals of the Framers of the Constitution by vigilantly protecting the freedoms guaranteed to all through the Constitution of the United States of America.

BACKGROUND

Not applicable.

FISCAL IMPACT

Not applicable.

ENVIRONMENTAL REVIEW

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

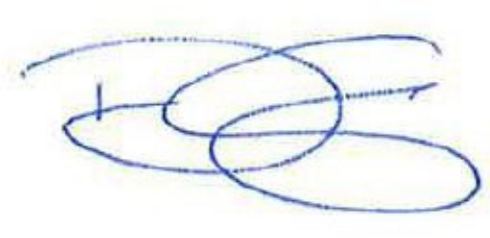
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Not applicable.

Respectfully Submitted,

Blair Hutchison, Deputy Clerk

Sonia Orozco, City Clerk



Dominick Casey, City Manager

ATTACHMENTS:

Description

Proclamation - Constitution Week Sept. 17-23

Proclamation

CONSTITUTION WEEK
September 17 – 23, 2021

WHEREAS, the Constitution of the United States of America is the guardian of liberties and embodies the principles of limited government in a Republic dedicated to rule by law; and

WHEREAS, the United States Constitution stands as a testament to the tenacity of Americans throughout history to maintain their liberties, freedoms, and inalienable rights, and it is fitting to accord official recognition to this magnificent document on its memorable anniversary and to the patriotic celebrations which will commemorate the occasion; and

WHEREAS, Public Law 915 guarantees this issuing of a proclamation by the President of the United States of America designating September 17 – 23 of every year as Constitution Week; and

NOW, THEREFORE, I, KRISTA BERNASCONI, MAYOR OF THE CITY OF ROSEVILLE, CALIFORNIA, do hereby proclaim **September 17 – 23, 2021** as **CONSTITUTION WEEK** and encourage all citizens to reaffirm the ideals of the Framers of the Constitution by vigilantly protecting the freedoms guaranteed to all through the Constitution of the United States of America.

SIGNED AND APPROVED this 15th day of September 2021.

KRISTA BERNASCONI, MAYOR

CITY OF ROSEVILLE
INCORPORATED APRIL 10, 1909

COUNCIL COMMUNICATION

CC #: 1706
File #: 0102-10

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

Meeting Date: 9/15/2021
Item #: 7.13.

RECOMMENDATION TO COUNCIL

Commend Frances (Renee) Laffey for her 15 years of outstanding service and dedication to the City of Roseville, congratulate her for her accomplishments, and wish her a long, healthy, and enjoyable retirement.

BACKGROUND

Not applicable.

FISCAL IMPACT

Not applicable.

ENVIRONMENTAL REVIEW

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

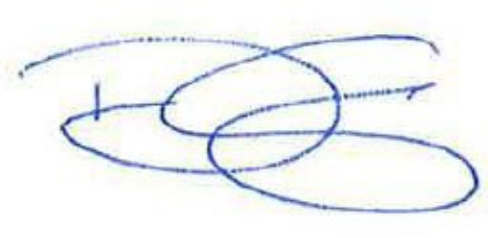
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Not applicable.

Respectfully Submitted,

Blair Hutchison, Deputy Clerk

Sonia Orozco, City Clerk



_____

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution - Retirement Renee Laffey

Resolution

WHEREAS, Frances (Renee) Laffey began her career with the City of Roseville on May 24, 2006, as a Roseville Electric Marketing Specialist II; and

WHEREAS, Renee was promoted to Electric Analyst I on January 15, 2011, to Electric Analyst II on March 10, 2012, and on February 9, 2013, she was promoted to Electric Business Analyst II; and

WHEREAS, Renee was awarded the 2007 Pride of Roseville Commendation for Excellence Award for her commitment to providing high level customer service by directly engaging with customers in the community during a Thanksgiving morning power outage caused by a car accident that damaged Roseville Electric's equipment; and

WHEREAS, Renee was awarded the 2009 Pride of Roseville Outstanding Work Performance Team Award for her efforts with the Electric Retail Services Team to secure grant money that was used to help small businesses install energy efficiency upgrades, which helped the businesses lower their utility bills; and

WHEREAS, Renee was awarded the 2013 Pride of Roseville Innovation Team Award for her efforts with the Energy Orbit Team, who was responsible for the implementation of the cloud-based Energy Orbit (EO) Roseville Electric and Environmental Utilities water and energy rebates processing system. EO increased efficiency for processing rebates and made easier online access to programs, which improved Roseville customer satisfaction; and

WHEREAS, Renee is retiring after 15 years of service to the citizens of Roseville, and she will be greatly missed and remembered by all of her friends and co-workers.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, that **FRANCES (RENEE) LAFFEY** be commended for her 15 years of outstanding service and dedication to the City of Roseville, congratulated for her accomplishments, and wished a long, healthy, and enjoyable retirement.

SIGNED AND APPROVED this 15th day of September, 2021.

KRISTA BERNASCONI, MAYOR

CITY OF ROSEVILLE
INCORPORATED APRIL 10, 1909

COUNCIL COMMUNICATION

CC #: 1715
File #: 0206-03-01

Title:	Baseline at Sierra Vista Community Facilities District No. 1, Series 2021 - Bond Issuance
Contact:	Jeannine Thrash 916-774-5473 jthrash@roseville.ca.us Dennis Kauffman 916-774-5313 dkauffman@roseville.ca.us

Meeting Date: 9/15/2021
Item #: 8.1.

RECOMMENDATION TO COUNCIL

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

- Fiscal Agent Agreement
- Preliminary Official Statement
- Bond Purchase Agreement
- Acquisition Agreement

BACKGROUND

Baseline at Sierra Vista CFD No. 1 (Public Facilities) was formed November 18, 2020, with Resolution 20-452. The maximum authorized indebtedness for the District is $40,000,000. The 2021 bonds are the first series of bonds being issued at the developer's request, in an amount not to exceed $9 million to: i) construct and/or acquire certain authorized public facilities, (ii) provide for a deposit to a debt service reserve fund, (iii) provide capitalized interest for debt service due on the Bonds, and (iv) pay costs of issuance of the Bonds.

FISCAL IMPACT

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

ENVIRONMENTAL REVIEW

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

COMPLIANCE STATEMENT

In accordance with Government Code 5852.1, the following information consists of estimates of certain costs and charges for the Bonds that have been provided by the City's municipal financial advisor, which has been represented by such party to have been provided in good faith: (1) estimated true interest costs of the Bonds: 3.64%; (2) estimated finance charge of the Bonds (sum of all fees and charges paid to third parties): $472,875; (3) estimated amount of proceeds of the Bonds received by the City (net of finance charges, reserves and capitalized interest, if any): $5,721,860: and (4) estimated total payment amount (sum total of all payments to pay debt service on the Bonds plus the finance charge not paid with proceeds of the Bonds) calculated to the final maturity of the Bonds: $11,730,200.

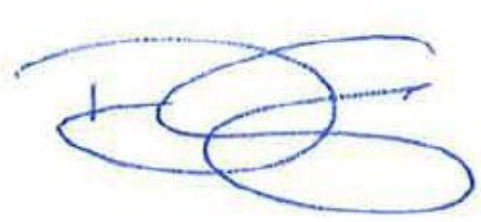
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Jeannine Thrash, Management Analyst

Dennis Kauffman, Assistant City Manager/Chief Financial Officer



_____

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 21-403

Fiscal Agent Agreement

Bond Purchase Agreement

Acquisition Agreement
Preliminary Official Statement

RESOLUTION NO. 21-403

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

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

WHEREAS, the Council, as legislative body of the District, authorized the incurrence of bonded indebtedness for the District, including the Future Annexation Area, in the maximum aggregate principal amount of $95,000,000 (the "Authorization"), initially allocated as follows: (i) for Improvement Area No. 1, $40,000,000 and (ii) for the portion of the District that is not in Improvement Area No. 1, an amount not to exceed $55,000,000, and the City now desires to issue the first series of special tax bonds under the Authorization (the "Bonds"); and

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

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

WHEREAS, authorized improvements for the District funded from proceeds of the Bonds will be acquired by the City from a developer of land in the District pursuant to the terms of a Funding, Construction and Acquisition Agreement (the "Acquisition Agreement") by and between the the City and the developer, and the Council, with the aid of City staff, has reviewed

the Acquisition Agreement and found it to be in proper order, and now desires to approve the form of the Acquistion Agreement; and

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

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

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

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

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

3. **Bonds Authorized.** Pursuant to the Act, this Resolution and the Fiscal Agent Agreement, special tax bonds of the City designated as "City of Roseville Baseline at Sierra Vista Community Facilities District No. 1 (Public Facilities), Improvement Area No. 1, Special Tax Bonds Series 2021" in an aggregate principal amount not to exceed $9,000,000 are hereby authorized to be issued. The Bonds shall be executed in the form set forth in and otherwise as provided in the Fiscal Agent Agreement.

The Bonds shall not be issued unless the value of the real property within Improvement Area No. 1 subject to the special tax to pay debt service on the Bonds, based on assessed values and/or an appraisal by an independent appraiser hired by the City for the purpose of determining such value, is at least three (3) times the proposed principal amount of the Bonds proposed to be issued and secured by a special tax levied pursuant to the Act on property within Improvement Area No. 1, plus the portion of all other bonds outstanding that are secured by a special tax levied under the Act on property within Improvement Area No. 1 or a special assessment levied on property within Improvement Area No. 1.

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

Council hereby authorizes the delivery and performance by the City of the Fiscal Agent Agreement.

5. **Covenant to Foreclose.** The City hereby covenants, for the benefit of the owners of the Bonds, to commence and diligently pursue to completion any foreclosure action regarding delinquent installments of any amount levied as a special tax for the payment of interest or principal of the Bonds, said foreclosure action to be commenced and pursued as more completely set forth in the Fiscal Agent Agreement.

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

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

7. **Approval of Bond Purchase Agreement**. The Council hereby approves the Bond Purchase Agreement in substantially the form on file with the City Clerk; provided, that the aggregate principal amount of Bonds shall not exceed $9,000,000 or result in an Underwriter's discount in excess of 1.5% of the par amount of the Bonds, or a true interest cost in excess of 4.5%. Subject to the foregoing parameters, an Authorized Officer is hereby authorized and directed to execute the Bond Purchase Agreement in substantially the form on file with the City Clerk, together with such changes and additions thereto deemed advisable by the Authorized Officer executing the same. The Council hereby finds and determines that the sale of the Bonds at negotiated sale as contemplated by the Bond Purchase Agreement will result in a lower overall cost.

8. **Approval of Acquisition Agreement**. The Council hereby approves the Acquisition Agreement in substantially the form on file with the City Clerk. An Authorized Officer is hereby authorized and directed to execute the Acquisition Agreement in substantially the form on file with the City Clerk, together with such changes and additions thereto deemed advisable by the Authorized Officer executing the same.

9. **Actions Authorized.** All actions heretofore taken by the officers, employees and agents of the City with respect to the establishment of the District and the Future Annexation Area, the designation of Improvement Area No. 1, and the sale and issuance of the Bonds are hereby approved, confirmed and ratified, and the Authorized Officers of the City are hereby authorized and directed to do any and all things and take any and all actions and execute any and all certificates, agreements and other documents, which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and delivery of the Bonds in accordance with this resolution, and any certificate, agreement, and other document described in the documents herein approved. All actions to be taken by a specified Authorized Officer as specified herein, may be taken by the Authorized Officer or any designee, with the same force and effect as if taken by such Authorized Officer.

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

* * * * *

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

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

_____
Mayor

ATTEST:

_____
City Clerk

FISCAL AGENT AGREEMENT

by and between

CITY OF ROSEVILLE

and

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,
as Fiscal Agent

Dated as of October 1, 2021

Relating to:

$_____
City of Roseville
Baseline at Sierra Vista Community Facilities District No. 1 (Public Facilities)
Improvement Area No. 1
Special Tax Bonds
Series 2021

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EXHIBIT A FORM OF BOND
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FISCAL AGENT AGREEMENT

THIS FISCAL AGENT AGREEMENT (the "Agreement") is made and entered into as of October 1, 2021, by and between the City of Roseville, a charter city and public body, corporate and politic, organized and existing under and by virtue of the Constitution and laws of the State of California (the "City") for and on behalf of the City of Roseville Baseline at Sierra Vista Community Facilities District No. 1 (Public Facilities) (the "District"), and The Bank of New York Mellon Trust Company, N.A., as fiscal agent (the "Fiscal Agent").

W I T N E S S E T H :

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

WHEREAS, the City Council, as legislative body of the District, authorized the incurrence of bonded indebtedness for the District, including the Future Annexation Area, in the maximum aggregate principal amount of $95,000,000 (the "Authorization"), initially allocated as follows: (i) for Improvement Area No. 1, $40,000,000 and (ii) for the portion of the District that is not in Improvement Area No. 1, an amount not to exceed $55,000,000, and the City now desires to issue the first series of special tax bonds under the Authorization; and

WHEREAS, under the provisions of the Act, on _____, 2021, the City Council of the City adopted its Resolution No. 21-____ (the "Resolution"), which resolution, among other matters, authorized the issuance of its "City of Roseville Baseline at Sierra Vista Community Facilities District No. 1 (Public Facilities) Improvement Area No. 1 Special Tax Bonds Series 2021" to provide moneys for the construction and acquisition of improvements for the District, and provided that said issuance would be in accordance with the Act and this Agreement and authorized the execution hereof; and

WHEREAS, it is in the public interest and for the benefit of the City, the District, the persons responsible for the payment of special taxes and the Owners of the Bonds (as defined herein) that the City enter into this Agreement to provide for the issuance of the Bonds, the disbursement of proceeds of the Bonds, the disposition of the special taxes securing the Bonds and any additional bonds authorized to be issued hereunder and the administration and payment of the Bonds; and

WHEREAS, the City has determined that all things necessary to cause the Bonds, when authenticated by the City for Improvement Area No. 1 of the District and issued as in the Act, the Resolution and this Agreement provided to be legal, valid and binding and special obligations of the City for Improvement Area No. 1 of the District in accordance with their terms, and all things necessary to cause the creation, authorization, execution and delivery of this

Agreement and the creation, authorization, execution and issuance of the Bonds, subject to the terms hereof, have in all respects been duly authorized.

NOW, THEREFORE, in consideration of the covenants and provisions herein set forth and for other valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

ARTICLE I

STATUTORY AUTHORITY AND DEFINITIONS

Section 1.01. Authority for this Agreement. This Agreement is entered into pursuant to the provisions of the Act and the Resolution.

Section 1.02. Agreement for Benefit of Bondowners. The provisions, covenants and agreements herein set forth to be performed by or on behalf of the City shall be for the equal benefit, protection and security of the Owners. All of the Bonds, without regard to the time or times of their issuance or maturity, shall be of equal rank without preference, priority or distinction of any of the Bonds over any other thereof, except as expressly provided in or permitted by this Agreement. The Fiscal Agent may become the Owner of any of the Bonds in its own or any other capacity with the same rights it would have if it were not Fiscal Agent.

Section 1.03. Definitions. Unless the context otherwise requires, the terms defined in this Section 1.03 shall, for all purposes of this Agreement, of any Supplemental Agreement, and of any certificate, opinion or other document herein mentioned, have the meanings herein specified. All references herein to "Articles," "Sections" and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Agreement, and the words "herein," "hereof," "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or subdivision hereof.

"Acquisition Agreement" means the Funding, Construction and Acquisition Agreement dated as of _____, 2021 by and between the City and the Developer.

"Additional Bonds" means any series of bonds issued on a parity with the 2021 Bonds pursuant to Section 5.17.

"Administrative Expenses" means any or all of the following: the fees and expenses of the Fiscal Agent (including, but not limited to, any fees or expenses of its counsel), the expenses of the City in carrying out its duties hereunder (including, but not limited to, the levying and collection of the Special Taxes, and the foreclosure of the liens of delinquent Special Taxes) including the fees and expenses of its counsel, an allocable share of the salaries of City staff directly related thereto and a proportionate amount of City general administrative overhead related thereto, any amounts paid by the City from its general funds pursuant to Section 6.02, and all other costs and expenses of the City or the Fiscal Agent incurred in connection with the issuance and administration of the Bonds and/or the discharge of their respective duties hereunder (including, but not limited to, the calculation of the levy of the Special Taxes, foreclosures with respect to delinquent taxes, and the calculation of amounts subject to rebate to the United States) and, in the case of the City, in any way related to the administration of the District. Administrative Expenses shall include any such expenses incurred in prior years but not yet paid, and any advances of funds by the City under Section 6.02 hereof.

"Agreement" means this Fiscal Agent Agreement, as it may be amended or supplemented from time to time by any Supplemental Agreement.

"Annual Debt Service" means, for each Bond Year and each series of Outstanding Bonds, the sum of (i) the interest due on the respective series of Outstanding Bonds in such Bond Year, assuming that such Outstanding Bonds are retired as scheduled, and (ii) the

principal amount of the respective series of Outstanding Bonds, including any mandatory sinking fund payments, due in such Bond Year.

"Authorized Officer" means the City Manager, Assistant City Manager/Chief Financial Officer, City Attorney or any other officer or employee authorized by the City Council of the City or by an Authorized Officer to undertake the action referenced in this Agreement as required to be undertaken by an Authorized Officer.

"Bond Counsel" means (i) Jones Hall, A Professional Law Corporation or (ii) any other attorney or firm of attorneys acceptable to the City and nationally recognized for expertise in rendering opinions as to the legality and tax-exempt status of securities issued by public entities.

"Bond Fund" means the fund by that name established pursuant to Section 4.02(A) hereof.

"Bond Year" means each twelve-month period beginning on September 2 in any year and extending to the next succeeding September 1, both dates inclusive; except that the first Bond Year shall begin on the Closing Date and end on September 1, 2022.

"*Bonds*" means the 2021 Bonds and any Additional Bonds.

"Business Day" means any day other than (i) a Saturday or a Sunday or (ii) a day on which banking institutions in the state in which the Principal Office of the Fiscal Agent is located are authorized or obligated by law or executive order to be closed.

"CDIAC" means the California Debt and Investment Advisory Commission of the office of the California State Treasurer or any successor agency or bureau thereto.

"Certificate of the Special Tax Consultant" means a written certificate signed by the special tax consultant or special tax administrator to the City with respect to the Bonds.

"Chief Financial Officer" means the duly acting Chief Financial Officer of the City, or if the City has no Chief Financial Officer, the Finance Director, Treasurer or other officer of the City serving a similar role.

"City" means the City of Roseville, California, and any successor thereto.

"Closing Date" means _____, 2021, the date upon which there is a physical delivery of the 2021 Bonds in exchange for the amount representing the purchase price of the 2021 Bonds by the Original Purchaser.

"Code" means the Internal Revenue Code of 1986 as in effect on the date of issuance of the Bonds or (except as otherwise referenced herein) as it may be amended to apply to obligations issued on the date of issuance of the Bonds, together with applicable temporary and final regulations promulgated, and applicable official public guidance published, under the Code.

"Continuing Disclosure Certificate" means the Continuing Disclosure Certificate, dated as of the Closing Date, executed by the City and Willdan Financial Services, in its capacity as

Dissemination Agent, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

"Costs of Issuance" means items of expense payable or reimbursable directly or indirectly by the City and related to the authorization, sale and issuance of the Bonds, which items of expense shall include, but not be limited to, printing costs, costs of reproducing and binding documents, closing costs, filing and recording fees, initial fees, expenses and charges of the Fiscal Agent, including its first annual administration fee, and expenses and fees of counsel to the Fiscal Agent, expenses incurred by the City in connection with the issuance of the Bonds, financial advisor fees, Bond (underwriter's) discount or underwriting fee, legal fees and charges, including bond counsel, charges for execution, transportation and safekeeping of the Bonds and other costs, charges and fees in connection with the foregoing.

"Costs of Issuance Fund" means the fund by that name established pursuant to Section 3.05(A) hereof.

"Developed Property" has the meaning set forth in the Special Tax Formula.

"Developer" means _____.

"DTC" means the Depository Trust Company, and its successors and assigns.

"Debt Service" means the scheduled amount of interest and amortization of principal payable on the Bonds during the period of computation, excluding amounts scheduled during such period which relate to principal which has been retired before the beginning of such period.

"Depository" means (i) initially, DTC, and (ii) any other Securities Depository acting as Depository pursuant to Section 2.12.

"District" means the City of Roseville Baseline at Sierra Vista Community Facilities District No. 1 (Public Facilities) formed pursuant to the Resolution of Formation.

"*Fair Market Value*" means the price at which a willing buyer would purchase the investment from a willing seller in a bona fide, arm's length transaction (determined as of the date the contract to purchase or sell the investment becomes binding) if the investment is traded on an established securities market (within the meaning of Section 1273 of the Code) and, otherwise, the term "Fair Market Value" means the acquisition price in a bona fide arm's length transaction (as referenced above) if (i) the investment is a certificate of deposit that is acquired in accordance with applicable regulations under the Code, (ii) the investment is an agreement with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate (for example, a guaranteed investment contract, a forward supply contract or other investment agreement) that is acquired in accordance with applicable regulations under the Code, (iii) the investment is a United States Treasury Security—State and Local Government Series that is acquired in accordance with applicable regulations of the United States Bureau of Public Debt, or (iv) the investment is the Local Agency Investment Fund of the State of California, but only if at all times during which the investment is held its yield is reasonably expected to be equal to or greater than the yield on a reasonably comparable direct obligation of the United States.

"Federal Securities" means any of the following which are non-callable and which at the time of investment are legal investments under the laws of the State of California for funds held

by the Fiscal Agent (the Fiscal Agent entitled to rely upon investment direction from the City as a certification that such investment constitutes a legal investment):

(i) Direct general obligations of the United States of America (including obligations issued or held in book-entry form on the books of the United States Department of the Treasury) and obligations, the payment of principal of and interest on which are directly or indirectly guaranteed by the United States of America, including, without limitation, such of the foregoing which are commonly referred to as "stripped" obligations and coupons; or

(ii) Any of the following obligations of the following agencies of the United States of America: (a) direct obligations of the Export-Import Bank, (b) certificates of beneficial ownership issued by the Farmers Home Administration, (c) participation certificates issued by the General Services Administration, (d) mortgage-backed bonds or passthrough obligations issued and guaranteed by the Government National Mortgage Association, (e) project notes issued by the United States Department of Housing and Urban Development, and (f) public housing notes and bonds guaranteed by the United States of America.

"Fiscal Agent" means the Fiscal Agent appointed by the City and acting as an independent fiscal agent with the duties and powers herein provided, its successors and assigns, and any other corporation or association which may at any time be substituted in its place, as provided in Section 7.01.

"Fiscal Year" means the twelve-month period extending from July 1 in a calendar year to June 30 of the succeeding year, both dates inclusive.

"Improvement Area No. 1" means the area designated as Improvement Area No. 1 of the District pursuant to the Resolution of Formation.

"Improvement Fund" means the fund by that name established pursuant to Section 3.04(A).

"Information Services" means "EMMA" or the "Electronic Municipal Market Access" system of the Municipal Securities Rulemaking Board; or, in accordance with then-current guidelines of the Securities and Exchange Commission, such other services providing information with respect to called bonds as the City may designate in an Officer's Certificate delivered to the Fiscal Agent.

"Interest Payment Dates" means March 1 and September 1 of each year, commencing March 1, 2022.

"Maximum Annual Debt Service" means, for each series of Outstanding Bonds, the largest Annual Debt Service for any Bond Year after the calculation is made through the final maturity date of the respective series of Outstanding Bonds.

"Officer's Certificate" means a written certificate of the City signed by an Authorized Officer of the City.

"Ordinance" means any ordinance of the City levying the Special Taxes.

"Original Purchaser" means, with respect to each series of Bonds, the first purchaser of such Bonds from the City.

"*Other Mello-Roos Bonds*" has the meaning given that term in Section 5.17.

"Outstanding," when used as of any particular time with reference to Bonds, means (subject to the provisions of Section 8.04) all Bonds except (i) Bonds theretofore canceled by the Fiscal Agent or surrendered to the Fiscal Agent for cancellation; (ii) Bonds paid or deemed to have been paid within the meaning of Section 9.03; and (iii) Bonds in lieu of or in substitution for which other Bonds shall have been authorized, executed, issued and delivered by the City pursuant to the Agreement or any Supplemental Agreement.

"Owner" or *"Bondowner"* means any person who shall be the registered owner of any Outstanding Bond.

"Participating Underwriter" shall have the meaning ascribed thereto in the Continuing Disclosure Certificate.

"Permitted Investments" means any of the following, to the extent that they are lawful investments for City funds at the time of investment, and are acquired at Fair Market Value (the Fiscal Agent is entitled to rely upon investment direction from the City as a certification that such investment is sustainable and constitutes a legal investment):

(i) Federal Securities;

(ii) any of following obligations of federal agencies not guaranteed by the United States of America: (a) debentures issued by the Federal Housing Administration; (b) participation certificates or senior debt obligations of the Federal Home Loan Mortgage Corporation or Farm Credit Banks (consisting of Federal Land Banks, Federal Intermediate Credit Banks or Banks for Cooperatives); (c) bonds or debentures of the Federal Home Loan Bank Board established under the Federal Home Loan Bank Act, bonds of any federal home loan bank established under said act and stocks, bonds, debentures, participations and other obligations of or issued by the Federal National Mortgage Association, the Student Loan Marketing Association, the Government National Mortgage Association and the Federal Home Loan Mortgage Corporation; and (d) bonds, notes or other obligations issued or assumed by the International Bank for Reconstruction and Development;

(iii) interest-bearing demand or time deposits (including certificates of deposit) in federal or State of California chartered banks (including the Fiscal Agent and its affiliates), provided that (a) in the case of a savings and loan association, such demand or time deposits shall be fully insured by the Federal Deposit Insurance Corporation, or the unsecured obligations of such savings and loan association shall be rated in one of the top two rating categories by a nationally recognized rating service, and (b) in the case of a bank, such demand or time deposits shall be fully insured by the Federal Deposit Insurance Corporation, or the unsecured obligations of such bank (or the unsecured obligations of the parent bank holding company of which such bank is the lead bank) shall be rated in one of the top two rating categories by a nationally recognized rating service;

(iv) repurchase agreements with a registered broker/dealer subject to the Securities Investors Protection Corporation Liquidation in the event of insolvency, or any commercial bank provided that: (a) the unsecured obligations of such bank shall be rated in one of the top two rating categories by a nationally recognized rating service, or such bank shall be the lead bank of a banking holding company whose unsecured obligations are rated in one of the top two rating categories by a nationally recognized rating service; (b) the most recent reported combined capital, surplus an undivided profits of such bank shall be not less than $100 million; (c) the repurchase obligation under any such repurchase obligation shall be required to be performed in not more than thirty (30) days; (d) the entity holding such securities as described in clause (c) shall have a pledged first security interest therein for the benefit of the Fiscal Agent under the California Commercial Code or pursuant to the book-entry procedures described by 31 C.F.R. 306.1 *et seq.* or 31 C.F.R. 350.0 *et seq.* and are rated in one of the top two rating categories by a nationally recognized rating service;

(v) bankers' acceptances endorsed and guaranteed by banks described in clause (iv) above;

(vi) obligations, the interest on which is exempt from federal income taxation under Section 103 of the Code and which are rated in the one of the top two rating categories by a nationally recognized rating service;

(vii) money market funds which invest solely in Federal Securities or in obligations described in the preceding clause (ii) of this definition, or money market funds which are rated in the highest rating category by Standard & Poor's Ratings Services or Moody's Investor Service, including such funds for which the Fiscal Agent, its affiliates or subsidiaries provide investment advisory or other management services or for which the Fiscal Agent or an affiliate of the Fiscal Agent serves as investment administrator, shareholder servicing agent, and/or custodian or subcustodian, notwithstanding that (a) the Fiscal Agent or an affiliate of the Fiscal Agent receives and retains a fee for services provided to the fund, (b) the Fiscal Agent collects fees for services rendered pursuant to this Agreement, which fees are separate from the fees received from such funds, and (c) services performed for such funds and pursuant to this Agreement may at times duplicate those provided to such funds by the Fiscal Agent or an affiliate of the Fiscal Agent;

(viii) units of a taxable government money market portfolio comprised solely of obligations listed in (i) and (iv) above, such funds for which the Fiscal Agent, its affiliates or subsidiaries provide investment advisory or other management services or for which the Fiscal Agent or an affiliate of the Fiscal Agent serves as investment administrator, shareholder servicing agent, and/or custodian or subcustodian, notwithstanding that (a) the Fiscal Agent or an affiliate of the Fiscal Agent receives and retains a fee for services provided to the fund, (b) the Fiscal Agent collects fees for services rendered pursuant to this Agreement, which fees are separate from the fees received from such funds, and (c) services performed for such funds and pursuant to this Agreement may at times duplicate those provided to such funds by the Fiscal Agent or an affiliate of the Fiscal Agent;

(ix) any investment which is a legal investment for proceeds of the Bonds at the time of the execution of such agreement, and which investment is made pursuant to an agreement between the City or the Fiscal Agent or any successor Fiscal Agent and a

financial institution or governmental body whose long term debt obligations are rated in one of the top two rating categories by a nationally recognized rating service;

(x) commercial paper which at the time of purchase is of "prime" quality of the highest ranking or of the highest letter and numerical rating as provided for by Moody's Investors Service, or Standard and Poor's Corporation, of issuing corporations that are organized and operating within the United States and having total assets in excess of five hundred million dollars ($500,000,000) and having an "AA" or higher rating for the issuer's debentures, other than commercial paper, as provided for by Moody's Investors Service or Standard and Poor's Corporation, and provided that purchases of eligible commercial paper may not exceed 180 days maturity nor represent more than 10 percent of the outstanding paper of an issuing corporation;

(xi) any general obligation of a bank or insurance company whose long term debt obligations are rated in one of the two highest rating categories of a national rating service;

(xii) shares in a common law trust established pursuant to Title 1, Division 7, Charter 5 of the Government Code of the State which invests exclusively in investments permitted by Section 53635 of Title 5, Division 2, Chapter 4 of the Government Code of the State, as it may be amended;

(xiii) shares in the California Asset Management Program; or

(xiii) the Local Agency Investment Fund established pursuant to Section 16429.1 of the Government Code of the State of California, *provided, however,* that the Fiscal Agent shall be permitted to make investments and withdrawals in its own name and the Fiscal Agent may restrict investments in the such fund if necessary to keep moneys available for the purposes of this Fiscal Agent Agreement.

(xiv) any other lawful investment for City funds.

"Prepayment" means moneys received by the City from the prepayment of Special Taxes as provided in the Special Tax Formula.

"Prepayment Account" means the account within the Bond Fund by that name established pursuant to Section 4.02(A).

"Principal Office" means the corporate trust office of the Fiscal Agent set forth in Section 9.06, or such other or additional offices as may be designated by the Fiscal Agent.

"Project" means the acquisition and/or construction of the authorized facilities for the District described in the Resolution of Formation, including Administrative Expenses related thereto.

"Qualified Reserve Fund Credit Instrument" means an irrevocable standby or direct-pay letter of credit or surety bond issued by a commercial bank or insurance company and deposited with the Fiscal Agent, provided that all of the following requirements are met: (i) the long-term credit rating of such bank or insurance company is rated in the top two categories (without regard to modifier) by S&P or Moody's at the time of issuance; (ii) such letter of credit or surety bond has a term of at least 12 months; (iii) such letter of credit or surety bond has a

stated amount at least equal to the portion of the Reserve Requirement being met by such instrument or with respect to which funds are proposed to be released pursuant to the Fiscal Agent Agreement; and (iv) the Fiscal Agent is authorized pursuant to the terms of such letter of credit or surety bond to draw thereunder an amount equal to any deficiencies which may exist from time to time in the Bond Fund for the purpose of making payments required pursuant to the Fiscal Agent Agreement.

"Record Date" means the 15th day of the month preceding an Interest Payment Date, whether or not such day is a Business Day.

"Regulations" means temporary and permanent regulations promulgated under the Code.

"Reserve Fund" means the fund by that name established pursuant to Section 4.03(A).

"Reserve Requirement" means, with respect to any series of Bonds, the least of (i) 125% of the average Annual Debt Service with respect to the applicable series of Bonds; (ii) Maximum Annual Debt Service with respect to the applicable series of Bonds; and (iii) 10% of the original principal amount of the applicable series of Bonds (or, if the applicable series of Bonds has more than a de minimis amount of original issue discount or premium, 10% of the issue price of such series of Bonds); provided, that—

(a) the Reserve Requirement for the 2021 Bonds shall not increase after the date of issuance of the 2021 Bonds;

(b) in no event shall the City be obligated to deposit an amount in any reserve fund in excess of the amount permitted by the applicable provisions of the Code to be so deposited from the proceeds of tax-exempt bonds without having to restrict the yield of any investment purchased with any portion of such deposit and, if the amount of any such deposit is so limited, the Reserve Requirement shall be only the amount of such deposit as permitted by the Code; and

(c) the City may meet all or a portion of the Reserve Requirement with respect to any series of Bonds by depositing a Qualified Reserve Fund Credit Instrument in accordance with Section 4.03(A).

"Resolution" means Resolution No. 21-_____ adopted by the City Council of the City on _____, 2021, which resolution, among other matters, authorized the issuance of the Bonds.

"Resolution of Formation" means Resolution No. 20-___, adopted by the City Council of the City on November 18, 2020.

"Securities Depositories" means DTC; and, in accordance with then current guidelines of the Securities and Exchange Commission, such other addresses and/or such other securities depositories as the City may designate in an Officer's Certificate delivered to the Fiscal Agent.

"*Special Tax Formula*" means the "Rate, Method of Apportionment, and Manner of Collection of Special Tax" for City of Roseville Baseline at Sierra Vista Community Facilities District No. 1 (Public Facilities) (Improvement Area No. 1), as approved by the City Council and the qualified electors in the District, and as it may be amended in the future.

"Special Tax Fund" means the fund by that name established by Section 3.03(A) hereof.

"Special Tax Revenues" means the proceeds of the Special Taxes received by the City, including all scheduled payments and delinquent payments thereof, interest thereon and proceeds of the redemption or sale of property sold as a result of foreclosure of the lien of the Special Taxes, net of the administration charge of the County (currently at 1%), but shall not include any interest in excess of the interest due on the Bonds or any penalties collected in connection with any such foreclosure.

"Special Taxes" means the "Facilities Special Tax" (as defined in the Special Tax Formula) levied within Improvement Area No. 1 pursuant to the Act, the Ordinance, and this Agreement. For clarity, the "Maintenance Special Tax" (as defined in the Special Tax Formula) is not included in this definition of "Special Taxes" and does not constitute security for the repayment of the Bonds.

"Supplemental Agreement" means an agreement the execution of which is authorized by a resolution which has been duly adopted by the City under the Act and which agreement is amendatory of or supplemental to this Agreement, but only if and to the extent that such agreement is specifically authorized hereunder.

"*Term 2021 Bonds"* means the 2021 Bonds maturing on September 1, 20__, September 1, 20__, September 1, 20__, and September 1, 20__.

"2021 Bonds" means the City of Roseville Baseline at Sierra Vista Community Facilities District No. 1 (Public Facilities) Improvement Area No. 1 Special Tax Bonds Series 2021.

"2021 Capitalized Interest Account" means the fund by that name established pursuant to Section 4.02(A) hereof.

"2021 Reserve Account" means the account within the Reserve Fund by that name established pursuant to Section 4.03(A).

ARTICLE II

THE 2021 BONDS

Section 2.01. Principal Amount; Designation. The 2021 Bonds in the aggregate principal amount of $_____ are hereby authorized to be issued by the City for the District under and subject to the terms of the Resolution and this Agreement, the Act and other applicable laws of the State of California. The 2021 Bonds shall be designated the "City of Roseville Baseline at Sierra Vista Community Facilities District No. 1 (Public Facilities) Improvement Area No. 1 Special Tax Bonds Series 2021."

Section 2.02. Terms of the 2021 Bonds.

(A) Form; Denominations. The 2021 Bonds shall be issued as fully registered Bonds without coupons in the denomination of $5,000 or any integral multiple of $5,000 in excess thereof. The 2021 Bonds shall be lettered and numbered in a customary manner as determined by the Fiscal Agent.

(B) Date of the 2021 Bonds. The 2021 Bonds shall be dated the Closing Date.

(C) CUSIP Identification Numbers. "CUSIP" identification numbers shall be imprinted on the 2021 Bonds, but such numbers shall not constitute a part of the contract evidenced by the 2021 Bonds and any error or omission with respect thereto shall not constitute cause for refusal of any purchaser to accept delivery of and pay for the 2021 Bonds. In addition, failure on the part of the City or the Fiscal Agent to use such CUSIP numbers in any notice to Owners shall not constitute an event of default or any violation of the City's contract with such Owners and shall not impair the effectiveness of any such notice.

(D) Maturities. The 2021 Bonds shall be issued as serial and term bonds, and shall mature and become payable as follows:

Maturity (Sept. 1)	Principal Amount	Interest Rate	CUSIP† (_____)

T - Term Bond

(E) Interest. The 2021 Bonds shall bear interest at the rates set forth above payable on the Interest Payment Dates in each year. Interest shall be calculated on the basis of a 360-day year composed of twelve 30-day months. Each 2021 Bond shall bear interest from the Interest Payment Date next preceding the date of authentication thereof unless (i) it is

authenticated on an Interest Payment Date, in which event it shall bear interest from such date of authentication, or (ii) it is authenticated prior to an Interest Payment Date and after the close of business on the Record Date preceding such Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or (iii) it is authenticated prior to the Record Date preceding the first Interest Payment Date, in which event it shall bear interest from the Closing Date; provided, however, that if at the time of authentication of a 2021 Bond, interest is in default thereon, such 2021 Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon.

(F) Method of Payment. Interest on the 2021 Bonds (including the final interest payment upon maturity or earlier redemption) is payable by check of the Fiscal Agent mailed on the Interest Payment Dates by first class mail to the registered Owner thereof at such registered Owner's address as it appears on the registration books maintained by the Fiscal Agent at the close of business on the Record Date preceding the Interest Payment Date, or by wire transfer made on such Interest Payment Date upon written instructions received by the Fiscal Agent on or before the Record Date preceding the Interest Payment Date of any Owner of $1,000,000 or more in aggregate principal amount of 2021 Bonds; provided that so long as any 2021 Bonds are in book-entry form, payments with respect to such 2021 Bonds shall be made by wire transfer or such other method acceptable to the Fiscal Agent to the Depository. The principal of the 2021 Bonds and any premium on the 2021 Bonds are payable in lawful money of the United States of America upon surrender of the 2021 Bonds at the Principal Office of the Fiscal Agent. All 2021 Bonds paid by the Fiscal Agent pursuant to this Section shall be cancelled by the Fiscal Agent. The Fiscal Agent shall destroy the cancelled 2021 Bonds and issue a certificate of destruction thereof to the City.

Section 2.03. Redemption.

(A) Redemption Dates.

(i) Optional Redemption. The 2021 Bonds are subject to optional redemption from any source of available funds (other than Prepayments of the Special Tax by property owners), in whole or in part among maturities as specified by the City and by lot within a maturity, on any date on and after September 1, 20___ at the following respective redemption prices (expressed as percentages of the principal amount of the 2021 Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

Redemption Dates	**Redemption Price**
September 1, 20___ through August 31, 20___	103%
September 1, 20___ through August 31, 20___	102
September 1, 20___ through August 31, 20___	101
September 1, 20____ and any date thereafter	100

(ii) Mandatory Redemption From Prepayments. The 2021 Bonds are subject to mandatory redemption from Prepayments of the Special Tax by property owners, in whole or in part among maturities of the 2021 Bonds and Additional Bonds as specified by the City, and by lot within a maturity, on any Interest Payment Date at the following respective redemption prices (expressed as percentages of the principal amount of the 2021 Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

Redemption Dates	**Redemption Price**
Interest Payment Dates through and including March 1, 20___	103%
September 1, 20___ and March 1, 20___	102
September 1, 20___ and March 1, 20___	101
September 1, 20____ and any Interest Payment Date thereafter	100

Prepayments and amounts released from the 2021 Reserve Account in connection with Prepayments will be allocated to the redemption of the 2021 Bonds and any Additional Bonds as nearly as practicable on a proportionate basis based on the outstanding principal amount of the 2021 Bonds and any Additional Bonds and shall be applied to redeem 2021 Bonds and Additional Bonds as nearly as practicable on a pro rata basis among maturities in increments of $5,000; provided, however, that, for Prepayments of less than $50,000, the City may specify in an Officer's Certificate that Prepayments be applied to one or more maturities of the 2021 Bonds or Additional Bonds so long as there is delivered to the Fiscal Agent a Certificate of the Special Tax Consultant that, following such redemption from Prepayments, the maximum Special Taxes that may be levied in each Fiscal Year on Developed Property in Improvement Area No. 1 is not less than 110% of Maximum Annual Debt Service.

(iii) Mandatory Sinking Fund Redemption. The Term 2021 Bonds maturing September 1, 20__, September 1, 20__, September 1, 20__ and September 1, 20__ are subject to mandatory sinking payment redemption in part by lot, at a redemption price equal to 100% of the principal amount thereof to be redeemed, without premium, in the aggregate respective principal amounts as set forth in the following tables:

Term 2021 Bonds Maturing September 1, 20__

Mandatory Redemption Date (Sept. 1)	Sinking Fund Payment

Term 2021 Bonds Maturing September 1, 20__

Mandatory Redemption Date (Sept. 1)	Sinking Fund Payment

Term 2021 Bonds Maturing September 1, 20__

Mandatory Redemption Date (Sept. 1)	Sinking Fund Payment

Term 2021 Bonds Maturing September 1, 20__

Mandatory Redemption Date (Sept. 1)	Sinking Fund Payment

The amounts in the foregoing tables shall be reduced pro rata, at the direction of the City in an Officer's Certificate, as a result of any prior partial optional or mandatory redemption of the Term 2021 Bonds pursuant to Section 2.03(A)(i) or (ii) above. In the event of a redemption pursuant to Section 2.03(A)(i) or (ii), the City shall provide the Fiscal Agent with a revised sinking fund schedule giving effect to the redemption so completed.

In lieu of redemption under this Section 2.03, moneys in the Bond Fund may be used and withdrawn by the Fiscal Agent for purchase of Outstanding 2021 Bonds, upon the filing with the Fiscal Agent of an Officer's Certificate requesting such purchase, at public or private sale as and when, and at such prices (including brokerage and other charges) as such Officer's Certificate may provide, but in no event may 2021 Bonds be purchased at a price in excess of the principal amount thereof, plus interest accrued to the date of purchase.

(B) Notice to Fiscal Agent. The City shall give the Fiscal Agent an Officer's Certificate containing notice of its intention to redeem 2021 Bonds pursuant to Section 2.03(A)(i) and (ii) not less than 60 days prior to the applicable redemption date.

(C) Redemption Procedure by Fiscal Agent; Rescission. The Fiscal Agent shall cause notice of any redemption to be mailed by first class mail, postage prepaid, at least 20 days but not more than 60 days prior to the date fixed for redemption, to the Securities

Depositories and to one or more Information Services, and to the respective registered Owners of any 2021 Bonds designated for redemption, at their addresses appearing on the 2021 Bond registration books in the Principal Office of the Fiscal Agent; but such mailing shall not be a condition precedent to such redemption and failure to mail or to receive any such notice, or any defect therein, shall not affect the validity of the proceedings for the redemption of such 2021 Bonds.

Such notice shall state the redemption date and the redemption price and, if less than all of the then Outstanding 2021 Bonds are to be called for redemption, shall designate the CUSIP numbers and 2021 Bond numbers of the 2021 Bonds to be redeemed by giving the individual CUSIP number and 2021 Bond number of each 2021 Bond to be redeemed or shall state that all 2021 Bonds between two stated 2021 Bond numbers, both inclusive, are to be redeemed or that all of the 2021 Bonds of one or more maturities have been called for redemption, shall state as to any 2021 Bond called in part the principal amount thereof to be redeemed, and shall require that such 2021 Bonds be then surrendered at the Principal Office of the Fiscal Agent for redemption at the said redemption price, and shall state that further interest on such 2021 Bonds will not accrue from and after the redemption date.

Upon the payment of the redemption price of 2021 Bonds being redeemed, each check or other transfer of funds issued for such purpose shall, to the extent practicable, bear the CUSIP number identifying, by issue and maturity, of the 2021 Bonds being redeemed with the proceeds of such check or other transfer.

The City has the right to rescind any notice of the redemption of 2021 Bonds under Section 2.03(A)(i) by written notice to the Fiscal Agent on or prior to two Business Days prior the date fixed for redemption. Any notice of redemption shall be cancelled and annulled if for any reason funds will not be or are not available on the date fixed for redemption for the payment in full of the 2021 Bonds then called for redemption, and such cancellation shall not constitute an event of default. The City and the Fiscal Agent have no liability to the Owners or any other party related to or arising from such rescission of redemption. The Fiscal Agent shall mail notice of such rescission of redemption in the same manner as the original notice of redemption was sent under this Section.

Whenever provision is made in this Agreement for the redemption of less than all of the 2021 Bonds of any maturity, the Fiscal Agent shall select the 2021 Bonds to be redeemed, from all 2021 Bonds or such given portion thereof of such maturity by lot in any manner which the Fiscal Agent in its sole discretion shall deem appropriate.

Upon surrender of 2021 Bonds redeemed in part only, the City shall execute, and the Fiscal Agent shall authenticate and deliver, to the registered Owner, at the expense of the City, a new 2021 Bond or 2021 Bonds, of the same series and maturity, of authorized denominations in an aggregate principal amount equal to the unredeemed portion of the 2021 Bond or 2021 Bonds.

(D) Effect of Redemption. From and after the date fixed for redemption, if funds available for the payment of the principal of, and interest and any premium on, the 2021 Bonds so called for redemption shall have been deposited in the Bond Fund, such 2021 Bonds so called shall cease to be entitled to any benefit under this Agreement other than the right to receive payment of the redemption price, and no interest shall accrue thereon on or after the redemption date specified in such notice.

All 2021 Bonds redeemed and purchased by the Fiscal Agent pursuant to this Section shall be canceled by the Fiscal Agent. The Fiscal Agent shall destroy the cancelled 2021 Bonds and issue a certificate of destruction thereof to the City.

Section 2.04. Form of Bonds. The 2021 Bonds, the form of Fiscal Agent's certificate of authentication and the form of assignment, to appear thereon, shall be substantially in the forms, respectively, set forth in Exhibit A attached hereto and by this reference incorporated herein, with necessary or appropriate variations, omissions and insertions, as permitted or required by this Agreement, the Resolution and the Act.

Section 2.05. Execution of Bonds. The Bonds shall be executed on behalf of the City by the Mayor and the City Clerk of the City who are in office on the date of adoption of this Agreement or at any time thereafter, and the seal of the City may be impressed, imprinted or reproduced by facsimile signature thereon. If any officer whose signature appears on any Bond ceases to be such officer before delivery of the Bonds to the Owner, such signature shall nevertheless be as effective as if the officer had remained in office until the delivery of the Bonds to the Owner. Any Bond may be signed and attested on behalf of the City by such persons as at the actual date of the execution of such Bond shall be the proper officers of the City although at the nominal date of such Bond any such person shall not have been such officer of the City.

Only such Bonds as shall bear thereon a certificate of authentication in substantially the form set forth in Exhibit A, executed and dated manually or electronically by the Fiscal Agent, shall be valid or obligatory for any purpose or entitled to the benefits of this Agreement, and such certificate of authentication of the Fiscal Agent shall be conclusive evidence that the Bonds registered hereunder have been duly authenticated, registered and delivered hereunder and are entitled to the benefits of this Agreement.

Section 2.06. Transfer of Bonds. Any Bond may, in accordance with its terms, be transferred, upon the books required to be kept pursuant to the provisions of Section 2.08 by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Bond for cancellation, accompanied by delivery of a duly written instrument of transfer in a form acceptable to the Fiscal Agent. The cost for any services rendered or any expenses incurred by the Fiscal Agent in connection with any such transfer shall be paid by the City. The Fiscal Agent shall collect from the Owner requesting such transfer any tax or other governmental charge required to be paid with respect to such transfer.

Whenever any Bond or Bonds shall be surrendered for transfer, the City shall execute and the Fiscal Agent shall authenticate and deliver a new Bond or Bonds, for a like aggregate principal amount of Bonds of authorized denominations and of the same maturity.

No transfers of Bonds shall be required to be made (i) within 15 days prior to the date established by the Fiscal Agent for selection of Bonds for redemption or (ii) with respect to a Bond after such Bond has been selected for redemption.

Prior to any transfer of Bonds outside the book-entry system (including, but not limited to, the initial transfer outside the book-entry system), the transferor shall provide or cause to be provided to the Fiscal Agent all information necessary to allow the Fiscal Agent to comply with any applicable tax reporting obligations, including without limitation any cost basis reporting obligations under Internal Revenue Code Section 6045, as amended. The Fiscal Agent shall

conclusively rely on the information provided to it and shall have no responsibility to verify or ensure the accuracy of such information.

Section 2.07. Exchange of Bonds. Bonds may be exchanged at the Principal Office of the Fiscal Agent for a like aggregate principal amount of Bonds of authorized denominations and of the same maturity. The cost for any services rendered or any expenses incurred by the Fiscal Agent in connection with any such exchange shall be paid by the City. The Fiscal Agent shall collect from the Owner requesting such exchange any tax or other governmental charge required to be paid with respect to such exchange.

No exchanges of Bonds shall be required to be made (i) within 15 days prior to the date established by the Fiscal Agent for selection of Bonds for redemption or (ii) with respect to a Bond after such Bond has been selected for redemption.

Section 2.08. Bond Register. The Fiscal Agent will keep or cause to be kept, at its Principal Office, sufficient books for the registration and transfer of the Bonds (the "Bond Register"), which books shall show the series number, date, amount, rate of interest and Owner of each Bond and shall at all times be open to inspection by the City during regular business hours upon reasonable notice; and, upon presentation for such purpose, the Fiscal Agent shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on said books, the ownership of the Bonds as hereinbefore provided.

Section 2.09. Temporary Bonds. The Bonds may be initially issued in temporary form exchangeable for definitive Bonds when ready for delivery. The temporary Bonds may be printed, lithographed or typewritten, shall be of such denominations as may be determined by the City, and may contain such reference to any of the provisions of this Agreement as may be appropriate. Every temporary Bond shall be executed by the City upon the same conditions and in substantially the same manner as the definitive Bonds. If the City issues temporary Bonds it will execute and furnish definitive Bonds without delay and thereupon the temporary Bonds shall be surrendered, for cancellation, in exchange for the definitive Bonds at the Principal Office of the Fiscal Agent or at such other location as the Fiscal Agent shall designate, and the Fiscal Agent shall authenticate and deliver in exchange for such temporary Bonds an equal aggregate principal amount of definitive Bonds of authorized denominations. Until so exchanged, the temporary bonds shall be entitled to the same benefits under this Agreement as definitive Bonds authenticated and delivered hereunder.

Section 2.10. Bonds Mutilated, Lost, Destroyed or Stolen. If any Bond shall become mutilated, the City shall execute, and the Fiscal Agent shall authenticate and deliver, a new Bond of like tenor and principal amount in exchange and substitution for the Bond so mutilated, but only upon surrender to the Fiscal Agent of the Bond so mutilated. Every mutilated Bond so surrendered to the Fiscal Agent shall be canceled by it and destroyed by the Fiscal Agent who shall deliver a certificate of destruction thereof to the City. If any Bond shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Fiscal Agent and, if such evidence be satisfactory to it and indemnity for the Fiscal Agent and the City satisfactory to the Fiscal Agent shall be given, the City shall execute, and the Fiscal Agent shall authenticate and deliver, a new Bond of like tenor and principal amount in lieu of and in substitution for the Bond so lost, destroyed or stolen. The City may require payment of a sum not exceeding the actual cost of preparing each new Bond delivered under this Section and of the expenses which may be incurred by the City and the Fiscal Agent for the preparation, execution, authentication and delivery. Any Bond delivered under the provisions of this Section in lieu of any Bond alleged to be lost, destroyed or stolen shall constitute an original additional contractual

obligation on the part of the City whether or not the Bond so alleged to be lost, destroyed or stolen is at any time enforceable by anyone, and shall be equally and proportionately entitled to the benefits of this Agreement with all other Bonds issued pursuant to this Agreement.

Section 2.11. Limited Obligation. All obligations of the City under this Agreement and the Bonds shall be special obligations of the City, payable solely from the Special Tax Revenues and the funds pledged therefore hereunder. Neither the full faith and credit nor the taxing power of the City (except to the limited extent set forth herein) or the State of California or any political subdivision thereof is pledged to the payment of the Bonds.

Section 2.12. Book-Entry Only System. DTC shall act as the initial Depository for the Bonds. One Bond for each maturity of the Bonds shall be initially executed, authenticated, and delivered as set forth herein as a separate fully registered certificate (in printed or typewritten form). Upon initial execution, authentication, and delivery, the ownership of the Bonds shall be registered in the Bond Register kept by the Fiscal Agent for the Bonds in the name of Cede & Co, as nominee of DTC or such nominee as DTC shall appoint in writing.

The Authorized Officers and the Fiscal Agent are hereby authorized to take any and all actions as may be necessary and not inconsistent with this Agreement to qualify the Bonds for the Depository's book-entry system, including the execution of the Depository's required representation letter.

With respect to Bonds registered in the Bond Register in the name of Cede & Co, as nominee of DTC, the Fiscal Agent shall not have any responsibility or obligation to any broker-dealer, bank, or other financial institution for which DTC holds Bonds as Depository from time to time (the "DTC Participants") or to any person for which a DTC Participant acquires an interest in the Bonds (the "Beneficial Owners"). Without limiting the immediately preceding sentence, the Fiscal Agent shall not have any responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co, or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant, any Beneficial Owner, or any other person, other than DTC, of any notice with respect to the Bonds, including any notice of redemption or mandatory tender, (iii) the selection by the Depository of the beneficial interests in the Bonds to be redeemed in the event the City elects to redeem the Bonds in part, (iv) the payment to any DTC Participant, any Beneficial Owner, or any other person, other than DTC, of any amount with respect to the principal of or interest on the Bonds, or (v) any consent given or other action taken by the Depository as Owner of the Bonds.

The Fiscal Agent may treat as and deem DTC to be the absolute Owner of each Bond for which DTC is acting as Depository for the purpose of payment of the principal of and interest on such Bonds, for the purpose of giving notices of prepayment and other matters with respect to such Bonds, for the purpose of registering transfers with respect to such Bonds, and for all purposes whatsoever. The Fiscal Agent shall pay all principal of and interest on the Bonds only to the Owners as shown on the Registration Books, and all such payments shall be valid and effective to fully satisfy and discharge all obligations with respect to the principal of and interest on the Bonds to the extent of the sums or sums so paid.

No person other than an Owner, as shown on the Bond Register, shall receive a physical Bond. Upon delivery by DTC to the Fiscal Agent of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the

transfer provisions in Section 2.06 hereof, references to “Cede & Co.” in this Section 2.12 shall refer to such new nominee of DTC.

DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving written notice to the Fiscal Agent and the City during any time that the Bonds are Outstanding, and discharging its responsibilities with respect thereto under applicable law. The City may terminate the services of DTC with respect to the Bonds if it determines that DTC is unable to discharge its responsibilities with respect to the Bonds or that continuation of the system of book-entry transfers through DTC is not in the best interest of the Beneficial Owners, and the City shall mail notice of such termination to the Fiscal Agent.

Upon the termination of the services of DTC as provided in the previous paragraph, and if no substitute Depository willing to undertake the functions hereunder can be found which is willing and able to undertake such functions upon reasonable or customary terms, or if the City determines that it is in the best interest of the Beneficial Owners of the Bonds that they be able to obtain certificated Bonds, the Bonds shall no longer be restricted to being registered in the Bond Register of the Fiscal Agent in the name of Cede & Co., as nominee of DTC, but may be registered in whatever name or names the Owners shall designate at that time, in accordance with Section 2.06.

To the extent that the Beneficial Owners are designated as the transferee by the Owners, in accordance with Section 2.06, the Bonds will be delivered to such Beneficial Owners as soon as practicable.

Section 2.13. No Acceleration. The principal of the Bonds shall not be subject to acceleration hereunder. Nothing in this Section 2.13 shall in any way prohibit the prepayment or redemption of Bonds under Section 2.03 hereof, or the defeasance of the Bonds and discharge of this Agreement under Section 9.03 hereof.

ARTICLE III

ISSUANCE OF BONDS

Section 3.01. Issuance and Delivery of Bonds. At any time after the execution of this Agreement, the City may issue the Bonds for the District in the aggregate principal amount set forth in Section 2.01 (with respect to the 2021 Bonds) or as authorized in any Supplemental Agreement (with respect to any Additional Bonds) and deliver such Bonds to the Original Purchaser. The Authorized Officers of the City are hereby authorized and directed to deliver any and all documents and instruments necessary to cause the issuance of Bonds in accordance with the provisions of the Act, the Resolution and this Agreement, to authorize the payment of Costs of Issuance of the Bonds from the proceeds of the Bonds and to do and cause to be done any and all acts and things necessary or convenient for delivery of the Bonds to the Original Purchaser.

Section 3.02. Application of Proceeds of Sale of 2021 Bonds.

(A) The proceeds of the purchase of the 2021 Bonds by the Original Purchaser in the amount of $_____ (which is equal to the par amount of the 2021 Bonds, plus an original issue premium of $_____ and less the Underwriter's discount of $_____), shall be paid to the Fiscal Agent, who shall forthwith set aside, pay over and deposit such proceeds on the Closing Date as follows:

(ii) Deposit in the 2021 Reserve Account of the Reserve Fund $_____, equaling the Reserve Requirement for the 2021 Bonds;

(ii) Deposit in the Improvement Fund $_____;

(iii) Deposit in the 2021 Capitalized Interest Account of the Bond Fund $_____ to pay interest on the 2021 Bonds through September 1, 2022; and

(iv) Deposit in the Costs of Issuance Fund $_____.

(B) The Fiscal Agent may establish such temporary funds and accounts as is necessary to accomplish the purposes of Section 3.02(A).

Section 3.03. Special Tax Fund.

(A) Establishment of Special Tax Fund. There is hereby established as a separate fund to be held by the Chief Financial Officer, the Baseline at Sierra Vista Community Facilities District No. 1 (Public Facilities) Improvement Area No. 1 Special Tax Bonds Special Tax Fund, to the credit of which the City shall deposit, immediately upon receipt, all Special Tax Revenues received by the City (other than as a result of Prepayments) and any other amounts required hereunder to be deposited in the Special Tax Fund, and within such fund, a Surplus Account, to the credit of which the City shall deposit surplus Special Tax Revenues described in Section 3.03(B) below. Moneys in the Special Tax Fund shall be held in trust by the City for the benefit of the City and the Owners of the Bonds, shall be disbursed as provided below and, pending any disbursement, shall be subject to a lien in favor of the Owners of the Bonds.

(B) Disbursements. As soon as practicable after the receipt by the City of any Special Tax Revenues, other than as a result of Prepayments, or the transfer of amounts to the Special Tax Fund pursuant to the terms hereof, but no later than 10 Business Days after such receipt or transfer, the Chief Financial Officer shall withdraw from the Special Tax Fund and transfer to the Fiscal Agent for deposit: (i) in the Bond Fund, an amount, taking into account any amounts then on deposit in the Bond Fund, such that the amount in the Bond Fund equals the principal, premium, if any, and interest due on the Bonds during the then-current Bond Year; (ii) in the Reserve Fund, an amount, taking into account amounts then on deposit in each reserve account within the Reserve Fund, so that the amount in the reserve accounts of the Reserve Fund equals the Reserve Requirement with respect to each series of Bonds. After the transfers under subsections (i) and (ii) have been made, the City may, on or after September 2nd of each year transfer to the Surplus Account the amount remaining in the Special Tax Fund, whereupon such moneys transferred shall be free of the pledge for payment of the Bonds.

From time to time, the City may withdraw from the Surplus Account of the Special Tax Fund amounts needed to pay Administrative Costs, costs of the Project or incidental expenses of the District authorized under the Act. Moneys in the Surplus Account may, at the City's discretion, also be used to pay the principal of, premium, if any, and interest on the Bonds or to replenish the Reserve Fund to the amount of the Reserve Requirement.

(C) Investment. Moneys in the Special Tax Fund shall be invested and deposited in accordance with Section 6.01. Interest earnings and profits resulting from such investment and deposit shall be retained in the Special Tax Fund to be used for the purposes thereof.

Section 3.04. Improvement Fund.

(A) Establishment of Improvement Fund. There is hereby established as a separate fund to be held by the Fiscal Agent, the Baseline at Sierra Vista Community Facilities District No. 1 (Public Facilities) Improvement Area No. 1 Special Tax Bonds Improvement Fund, to the credit of which a deposit shall be made as required by Section 3.02. Moneys in the Improvement Fund shall be held in trust and shall be disbursed as provided in subsection (B) of this Section for the payment or reimbursement of costs of the Project. Each such Officer's Certificate shall be sufficient evidence to the Fiscal Agent of the facts stated therein and the Fiscal Agent shall have no duty to confirm the accuracy of such facts. Prior to disbursement, amounts on deposit in the Improvement Fund shall be subject to a lien in favor of the Owners of the Bonds.

(B) Procedure for Disbursement. Disbursements from the Improvement Fund shall be made by the Fiscal Agent upon receipt of an Officer's Certificate substantially in the form of Exhibit B attached hereto which shall:

(i) set forth the amount required to be disbursed, the purpose for which the disbursement is to be made, the person to which the disbursement is to be paid and state that such disbursement is for a Project cost; and

(ii) certify that no portion of the amount then being requested to be disbursed was set forth in any Officers Certificate previously filed requesting disbursement.

Each such Officer's Certificate shall be sufficient evidence to the Fiscal Agent of the facts stated therein and the Fiscal Agent shall have no duty to confirm the accuracy of such facts.

(C) Investment. Moneys in the Improvement Fund and the accounts established thereunder shall be invested and deposited in accordance with Section 6.01. Interest earnings and profits from the investment of amounts in the Improvement Fund shall be retained by the Fiscal Agent in the Improvement Fund to be used for the purposes of the Improvement Fund.

(D) Closing of Fund. Upon the filing of an Officer's Certificate stating that the portion of the Project to be financed from the Improvement Fund and the accounts established thereunder has been completed and that all costs of such portion of the Project and all Administrative Expenses of the District have been paid, the Fiscal Agent shall transfer the amount, if any, remaining in the Improvement Fund to the Bond Fund for application to the payment of principal of and interest on the Bonds in accordance with Section 4.02 and the Improvement Fund shall be closed. [At least 30 days prior to closing the Improvement Fund, the City shall notify the Developer at the address for notices set forth in the Acquisition Agreement of its intention to do so.]

Section 3.05. Costs of Issuance Fund.

(A) Establishment of Costs of Issuance Fund. There is hereby established as a separate fund to be held by the Fiscal Agent, the Baseline at Sierra Vista Community Facilities District No. 1 (Public Facilities) Improvement Area No. 1 Special Tax Bonds Costs of Issuance Fund, to the credit of which a deposit shall be made as required by Section 3.02. Moneys in the Costs of Issuance Fund shall be held in trust by the Fiscal Agent and shall be disbursed as provided in subsection (B) of this Section for the payment or reimbursement of Costs of Issuance of the 2021 Bonds.

(B) Disbursement. Amounts in the Costs of Issuance Fund shall be disbursed from time to time to pay Costs of Issuance, as set forth in an Officer's Certificate containing respective amounts to be paid to the designated payees, signed by an Authorized Officer or a designee thereof and delivered to the Fiscal Agent. The Fiscal Agent shall pay all Costs of Issuance of the Bonds upon receipt of an invoice from any such payee which requests payment in an amount which is less than or equal to the amount set forth with respect to such payee in such Officer's Certificate, or upon receipt of an Officer's Certificate requesting payment of a Cost of Issuance not listed on the initial Officer's Certificate delivered to the Fiscal Agent on the Closing Date of the Bonds. Each such Officer's Certificate shall be sufficient evidence to the Fiscal Agent of the facts stated therein and the Fiscal Agent shall have no duty to confirm the accuracy of such facts. The Fiscal Agent shall maintain the Costs of Issuance Fund for a period of 6 months from the Closing Date of the Bonds and then shall transfer any moneys remaining therein, including any investment earnings thereon, to the Bond Fund for payment of debt service on the 2021 Bonds. Thereafter, every invoice received by the Fiscal Agent shall be submitted to the Chief Financial Officer for payment from amounts on deposit in the Special Tax Fund.

(C) Investment. Moneys in the Costs of Issuance Fund shall be invested and deposited in accordance with Section 6.01. Interest earnings and profits resulting from said investment shall be retained by the Fiscal Agent in the Costs of Issuance Fund to be used for the purposes of such fund.

ARTICLE IV

SPECIAL TAX REVENUES; BOND FUND AND RESERVE FUND

Section 4.01. Pledge of Special Tax Revenues and Other Amounts. All of the Special Tax Revenues and all moneys deposited in the Bond Fund and, until disbursed as provided herein, in the Improvement Fund and the Special Tax Fund are hereby pledged to secure the repayment of the Bonds. In addition, the 2021 Bonds shall be secured by a pledge and lien on the 2021 Reserve Account of the Reserve Fund, and each Series of Additional Bonds shall be secured by a separate reserve account established within the Reserve Fund as set forth in a Supplemental Agreement. Such pledge shall constitute a first lien on the Special Tax Revenues and said amounts. The Special Tax Revenues and all moneys deposited into such funds (except as otherwise provided herein) are hereby dedicated in their entirety to the payment of the principal of, including any mandatory sinking fund payments, and interest and any premium on, the Bonds as provided herein and in the Act until all of the Bonds have been paid and retired or until moneys or Federal Securities have been set aside irrevocably for that purpose in accordance with Section 9.03.

Amounts in the Costs of Issuance Fund for any series of Bonds are not pledged to the repayment of the Bonds. The facilities acquired with the proceeds of the Bonds are not in any way pledged to pay the Debt Service on the Bonds. Any proceeds of condemnation, destruction or other disposition of any facilities financed with the proceeds of the Bonds are not pledged to pay the Debt Service on the Bonds and are free and clear of any lien or obligation imposed hereunder.

Section 4.02. Bond Fund.

(A) Establishment of Bond Fund. There is hereby established as a separate fund to be held by the Fiscal Agent, the Baseline at Sierra Vista Community Facilities District No. 1 (Public Facilities) Improvement Area No. 1 Special Tax Bonds Bond Fund, to the credit of which deposits shall be made as required by Section 3.02, Section 3.03(B), Section 4.03 and any other amounts required to be deposited therein by this Agreement or the Act. Moneys in the Bond Fund shall be held in trust by the Fiscal Agent for the benefit of the Owners of the Bonds, shall be disbursed for the payment of the principal of, and interest and any premium on, the Bonds as provided below, and, pending such disbursement, shall be subject to a lien in favor of the Owners of the Bonds.

Within the Bond Fund there is hereby established the Prepayment Account, which shall be used exclusively for the administration of any prepayments of Special Taxes to assure the timely redemption of Bonds. Monies in the Prepayment Account shall be used to redeem Bonds on the redemption date specified in the notice to the Fiscal Agent given pursuant to Section 2.03(A)(ii). In the event all of the Special Taxes are prepaid in full, the Prepayment Account shall be closed.

There is also hereby created within the Bond Fund a “2021 Capitalized Interest Account” which account is hereby established for purposes of accounting for the disposition of 2021 Bonds, a portion of the proceeds of which will be deposited to such 2021 Capitalized Interest Account pursuant to Section 3.02(A). The amount deposited to the 2021 Capitalized Interest Account and any investment earnings thereon shall be used solely to make payments on the 2021 Bonds, and the amount deposited to the 2021 Capitalized Interest Account and any investment earnings thereon shall be applied solely to make payments on the 2021 Bonds

through and including September 1, 2022. Any excess amounts therein on September 2, 2022 shall be transferred to the Bond Fund, and the 2021 Capitalized Interest Account shall thereupon be closed.

(B) Disbursements. On each Interest Payment Date, the Fiscal Agent shall withdraw from the Bond Fund and pay to the Owners of the Bonds the principal of, and interest and any premium, then due and payable on the Bonds, including any amounts due on the Bonds by reason of the sinking payments set forth in Section 2.03(A)(iii) or any redemption of the Bonds under Section 2.03(A)(i). Amounts in the 2021 Capitalized Interest Account of the Bond Fund shall be drawn on before any other amounts in the Bond Fund.

In the event that amounts in the Bond Fund are insufficient to pay regularly scheduled payments of principal of and interest on any series of Bonds, the Fiscal Agent shall withdraw from the respective reserve account within the Reserve Fund established for such series of Bonds to the extent of any funds therein, the amount of such insufficiency, and the Fiscal Agent shall provide written notice to the Chief Financial Officer of the amounts so withdrawn from the Reserve Fund. Amounts so withdrawn from the Reserve Fund shall be deposited in the Bond Fund.

If, after the foregoing transfer, there are insufficient funds in the Bond Fund to make the payments provided for to pay regularly scheduled payments of principal of and interest on the Bonds, the Fiscal Agent shall apply the available funds first to the payment of interest on the Bonds, then to the payment of principal due on the Bonds other than by reason of sinking payments, and then to payment of principal due on the Bonds by reason of sinking payments. Any sinking payment not made as scheduled shall be added to the sinking payment to be made on the next sinking payment date.

(C) Investment. Moneys in the Bond Fund shall be invested and deposited in accordance with Section 6.01. Interest earnings and profits resulting from such investment and deposit shall be retained in the Bond Fund to be used for the purposes of such fund.

(D) Deficiency. If 10 days before any Interest Payment Date it appears to the Fiscal Agent that there is a danger of deficiency in the Bond Fund and that the Fiscal Agent may be unable to pay regularly scheduled debt service on the Bonds in a timely manner, the Fiscal Agent shall report to the Chief Financial Officer such fact. The City covenants to increase the levy of the Special Taxes in the next Fiscal Year (subject to the maximum amount authorized by the Resolution of Formation) in accordance with the procedures set forth in the Act for the purpose of curing Bond Fund deficiencies.

If on any Interest Payment Date the Fiscal Agent is unable to pay principal, interest and premium, if any, due on any Interest Payment Date for the Bonds due to insufficient funds in the Bond Fund, or if funds are withdrawn from the Reserve Fund to pay principal and/or interest on the Bonds the Fiscal Agent shall notify the Chief Financial Officer in writing of such fact, and the Chief Financial Officer shall notify CDIAC of such fact within 10 days of such Interest Payment Date. The Fiscal Agent has no obligation under this Agreement to provide notice or disclosure to the Bondowners of insufficient funds or anticipation of deficiency in the Bond Fund.

Section 4.03. Reserve Fund.

(A) Establishment of Fund. There is hereby established as a separate fund to be held by the Fiscal Agent, the Baseline at Sierra Vista Community Facilities District No. 1 (Public Facilities) Improvement Area No. 1 Special Tax Bonds Reserve Fund, and within the Reserve Fund shall be established a "2021 Reserve Account," to the credit of which a deposit shall be made as required by Section 3.02 and deposits shall be made as provided in Section 3.03(B). For each series of Additional Bonds, the Fiscal Agent shall establish a separate subaccount within the Reserve Fund for such series and moneys in each subaccount shall be held in trust by the Fiscal Agent for the benefit of the Owners of the respective series of Bonds.

The City has the right to either meet the Reserve Requirement at the time of issuance of a series of Bonds or at any time thereafter to cause the Fiscal Agent to release cash from the Reserve Fund, in whole or in part, by tendering to the Fiscal Agent: (1) a Qualified Reserve Fund Credit Instrument, and (2) in the case of a release, an opinion of Bond Counsel stating that such release will not, of itself, cause the portion of the interest on the Bonds secured thereby to become includable in gross income for purposes of federal income taxation. Upon tender of such items to the Fiscal Agent in connection with a release of cash, the Fiscal Agent will transfer such funds to the City. Prior to the expiration of any Qualified Reserve Fund Credit Instrument, if applicable, the City is obligated either to replace such Qualified Reserve Fund Credit Instrument with a new Qualified Reserve Fund Credit Instrument, or to deposit or cause to be deposited with the Fiscal Agent an amount of funds such that the funds on deposit in the Reserve Fund together with all Qualified Reserve Fund Credit Instruments held by the Fiscal Agent is at least equal to the Reserve Requirement (which funds may come from a draw by the Fiscal Agent on the Qualified Reserve Fund Credit Instrument prior to its expiration).

(B) Use of Fund. Except as otherwise provided in this Section, all amounts deposited in a reserve account of the Reserve Fund shall be used and withdrawn by the Fiscal Agent solely for the purpose of making transfers to the Bond Fund in the event of any deficiency within five days prior to any Interest Payment Date in the Bond Fund of the amount required for payment of the principal of, and interest on, the respective series of Bonds on such Interest Payment Date. Whenever transfer is made from the Reserve Fund to the Bond Fund due to a deficiency in the Bond Fund, the Fiscal Agent shall provide written notice thereof to the Chief Financial Officer.

(C) Transfer of Excess of Reserve Requirement. Whenever, on the Business Day prior to any Interest Payment Date, the amount in any reserve account within the Reserve Fund exceeds the Reserve Requirement for the applicable series of Bonds covered by such reserve account (it being understood the City calculates the Reserve Requirement in accordance with the definition thereof), the Fiscal Agent shall provide written notice to the Chief Financial Officer of the amount of the excess. The Chief Financial Officer shall advise the Fiscal Agent in writing of the amount, if any, of any transfer required pursuant to Section 4.03(D) and 6.02 below, and otherwise direct the Fiscal Agent to transfer an amount equal to the excess to the Improvement Fund, if the Project has not been completed as of the date of such transfer, or if the Project has been completed, to the Bond Fund to be used for the payment of the principal of and interest on the Outstanding Bonds covered by the applicable reserve account in accordance with Section 4.02; provided, that to the extent that such excess results from the prepayment of Special Taxes and redemption of Bonds as provided in an Officer's Certificate in accordance with Section 2.03(B), such amount shall be transferred to the Prepayment Account and applied to the corresponding redemption of Bonds.

(D) Transfer for Rebate Purposes. Investment earnings on amounts in the Reserve Fund may be withdrawn from the Reserve Fund for purposes of making payment to the federal government to comply with Section 6.02.

(E) Transfer When Balance Exceeds Outstanding Bonds. Whenever the balance in a reserve account of the Reserve Fund exceeds the amount required to redeem or pay the Outstanding Bonds covered by such reserve account, including interest accrued to the date of payment or redemption and premium, if any, due upon redemption, and after making any transfer required under Section 4.03(D) above and upon receipt of an Officer's Certificate directing it to do so, the Fiscal Agent shall transfer the amount in the applicable reserve account of the Reserve Fund to the Bond Fund to be applied, on the next succeeding Interest Payment Date to the payment and redemption, in accordance with Section 4.02 or 2.03 as applicable, of all such Outstanding Bonds. In the event that the amount so transferred to the Bond Fund exceeds the amount required to pay and redeem the Outstanding Bonds covered by the applicable reserve account, the balance in such reserve account shall be transferred to the City, after payment of any amounts due the Fiscal Agent hereunder, to be used for any lawful purpose of the City.

Notwithstanding the foregoing, no amounts shall be transferred from a reserve account of the Reserve Fund pursuant to this Section 4.03(E) until after the calculation, pursuant to Section 6.02, of any amounts due to the federal government following payment of the respective series of Bonds and withdrawal of any such amount under Section 4.03(D) for purposes of making such payment to the federal government, and payment of any fees and expenses due to the Fiscal Agent.

(F) Investment. Moneys in each reserve account of the Reserve Fund shall be invested and deposited in accordance with Section 6.01. Interest earnings and profits resulting from such investment and deposit shall be retained in the applicable reserve account of the Reserve Fund to be used and disbursed as provided in this Section 4.03.

ARTICLE V

OTHER COVENANTS OF THE CITY

Section 5.01. Punctual Payment. The City will punctually pay or cause to be paid the principal of, and interest and any premium on, the Bonds when and as due in strict conformity with the terms of this Agreement, and it will faithfully observe and perform all of the conditions covenants and requirements of this Agreement and all Supplemental Agreements and of the Bonds.

Section 5.02. Limited Obligation. The Bonds are limited obligations of the City on behalf of the District and are payable solely from and secured solely by the Special Tax Revenues and the amounts in certain funds created hereunder as, and to the extent, set forth in Section 4.01.

Section 5.03. Extension of Time for Payment. In order to prevent any accumulation of claims for interest after maturity, the City shall not, directly or indirectly, extend or consent to the extension of the time for the payment of any claim for interest on any of the Bonds and shall not, directly or indirectly, be a party to the approval of any such arrangement by purchasing or funding said claims for interest or in any other manner. In case any such claim for interest shall be extended or funded, whether or not with the consent of the City, such claim for interest so extended or funded shall not be entitled, in case of default hereunder, to the benefits of this Agreement, except subject to the prior payment in full of the principal of all of the Bonds then Outstanding and of all claims for interest which shall not have been so extended or funded.

Section 5.04. Against Encumbrances. The City will not encumber, pledge or place any charge or lien upon any of the Special Tax Revenues or other amounts pledged to the Bonds superior to or on a parity with the pledge and lien herein created for the benefit of the Bonds, except as permitted by this Agreement.

Section 5.05. Books and Accounts. The City will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the City, in which complete and correct entries shall be made of all transactions relating to the expenditure of amounts disbursed from the Special Tax Fund and to the Special Tax Revenues. Such books of record and accounts shall at all times during business hours be subject to the inspection of the Fiscal Agent and the Owners of not less than 10% of the principal amount of the Bonds then Outstanding, or their representatives duly authorized in writing.

The Fiscal Agent will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the Fiscal Agent, in which complete and correct entries shall be made of all transactions relating to the expenditure of amounts disbursed from the Bond Fund, the Reserve Fund, the Improvement Fund and the Costs of Issuance Fund. Such books of record and accounts shall at all times during business hours and upon reasonable prior notice, be subject to the inspection of the City and the Owners of not less than 10% of the principal amount of the Bonds then Outstanding, or their representatives duly authorized in writing.

The Fiscal Agent may establish and maintain for so long as is necessary one or more temporary funds and accounts under this Agreement.

Section 5.06. Protection of Security and Rights of Owners. The City will preserve and protect the security of the Bonds and the rights of the Owners, and will warrant and defend their

rights against all claims and demands of all persons. From and after the delivery of any of the Bonds by the City, the Bonds shall be incontestable by the City.

Section 5.07. Compliance with Law; Completion of Project. The City will comply with all applicable provisions of the Act and the law in completing the acquisition and construction of the Project; provided that the City shall have no obligation to advance any funds to complete the Project in excess of the amounts available therefor in the Improvement Fund.

Section 5.08. Private Activity Bond Limitation. The City shall assure that the proceeds of the 2021 Bonds are not so used as to cause the 2021 Bonds to satisfy the private business tests of Section 141(b) of the Code or the private loan financing test of Section 141(c) of the Code.

Section 5.09. Federal Guarantee Prohibition. The City shall not take any action or permit or suffer any action to be taken if the result of the same would be to cause any of the 2021 Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

Section 5.10. Collection of Special Tax Revenues. The City shall comply with all requirements of the Act so as to assure the timely collection of Special Tax Revenues, including without limitation, the enforcement of delinquent Special Taxes.

On or within five (5) Business Days of each June 1, the Fiscal Agent shall provide the Chief Financial Officer with a notice stating the amount then on deposit in the Bond Fund and the reserve accounts of the Reserve Fund. The receipt of such notice by the Chief Financial Officer shall in no way affect the obligations of the Chief Financial Officer under the following two paragraphs. Upon receipt of such notice, the Chief Financial Officer shall ascertain the relevant parcels on which the Special Taxes are to be levied, taking into account any parcel splits during the preceding and then current year.

The City shall effect the levy of the Special Taxes each Fiscal Year in accordance with the Ordinance such that the computation of the levy is complete before the final date on which the County Auditor will accept the transmission of the Special Tax amounts for the parcels within Improvement Area No. 1 for inclusion on the next secured real property tax roll. Upon the completion of the computation of the amounts of the levy, the City shall prepare or cause to be prepared, and shall transmit to the Chief Financial Officer, such data as the County Auditor requires to include the levy of the Special Taxes on the next secured real property tax roll.

The City shall fix and levy the amount of Special Taxes within Improvement Area No. 1 required for the payment of principal of and interest on any outstanding Bonds secured by the Special Tax Revenues becoming due and payable during the ensuing Bond Year, including any necessary replenishment or expenditure of amounts in the Reserve Fund and an amount estimated to be sufficient to pay the Administrative Expenses during such year, all in accordance with the Special Tax Formula and the Ordinance. In any event, the Special Taxes so levied shall not exceed the authorized amounts as provided in the proceedings pursuant to the Resolution of Formation.

The Special Taxes shall be payable and be collected in the same manner and at the same time and in the same installment as the general taxes on real property are payable, and have the same priority, become delinquent at the same times and in the same proportionate amounts and bear the same proportionate penalties and interest after delinquency as do the general taxes on real property. Notwithstanding the foregoing, the Special Taxes may be

collected in such other manner as the City shall prescribe if necessary to pay the debt service on the Bonds.

Section 5.11. Further Assurances. The City will adopt, make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Agreement, and for the better assuring and confirming unto the Owners of the rights and benefits provided in this Agreement.

Section 5.12. No Arbitrage. The City shall not take, or permit or suffer to be taken by the Fiscal Agent or otherwise, any action with respect to the gross proceeds of the Bonds which if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the Closing Date would have caused the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code and Regulations.

Section 5.13. Maintenance of Tax-Exemption. The City shall take all actions necessary to assure the exclusion of interest on the Bonds from the gross income of the Owners of the Bonds to the same extent as such interest is permitted to be excluded from gross income under the Code as in effect on the date of issuance of the Bonds.

Section 5.14. Annual State Reports. The following requirements shall apply to the Bonds:

(A) Annual Reporting. Not later than October 30 of each calendar year, beginning with the October 30 first succeeding the date of the Bonds, and in each calendar year thereafter until the October 30 following the final maturity of the Bonds, the City shall prepare and supply the California Debt and Investment Advisory Commission ("CDIAC"), by mail, postage prepaid, with the information required under Section 53359.5(b) of the Act. Not later than January 1 of the year following issuance of the Bonds, and at least once a year thereafter, the Chief Financial Officer shall file a report with the City Council in accordance with the requirements of Government Code Section 53411, which report shall contain: (a) the amount of Special Taxes collected and expended; and (b) if applicable, the status of the Project. In addition, no later than seven months after the end of the City's fiscal year, the City shall prepare and supply to CDIAC the information required by Section 8855(k) of the Government Code. The annual reporting shall be made using such form or forms as may be prescribed by CDIAC.

(B) Other Reporting. If at any time the Fiscal Agent fails to pay principal and interest due on any scheduled payment date for the Bonds, or if funds are withdrawn from the Reserve Fund to pay principal and interest on the Bonds, the Fiscal Agent shall notify the Chief Financial Officer of such failure or withdrawal in writing. An official of the City shall notify CDIAC pursuant to Government Code Section 53359.5(c) within 10 days of the occurrence of any of the following events: (i) the scheduled principal or interest on the Bonds is not paid; or (ii) a draw on the Reserve Fund to pay to pay principal and interest on the Bonds which draw causes the Reserve Fund to be reduced to an amount less than the Reserve Requirement.

(C) Amendment. The reporting requirements of this Section 5.14 shall be amended from time to time, without action by the City or the Fiscal Agent, to reflect any amendments to the applicable provisions of the Government Code, including the Act.

(D) Reports to Bondowners. The Chief Financial Officer shall provide copies of any reports required by this Section to any Bondowner upon the written request of a Bondowner and payment by the person requesting the information of the cost of the City to photocopy and pay any postage or other delivery cost to provide the same, as determined by the Chief Financial Officer. The term "Bondowner" for purposes of this Section shall include any beneficial owner of the Bonds as described in Section 2.12.

(E) No Liability. None of the City and its officers, agents and employees, or the Fiscal Agent shall be liable for any inadvertent error in reporting the information required by this Section.

Section 5.15. Covenant to Foreclose. The City hereby covenants with and for the benefit of the Owners of the Bonds that it will annually on or before September 1 of each year review the public records of the County of Placer relating to the collection of the Special Tax in order to determine the amount of the Special Tax collected in the prior Fiscal Year, and if the City determines on the basis of such review that the amount so collected is deficient by more than 5% of the total amount of the Special Tax levied in such Fiscal Year, it will within 30 days thereafter institute foreclosure proceedings as authorized by the Act in order to enforce the lien of the delinquent installment of the Special Tax against each separate lot or parcel of land in Improvement Area No. 1 for which such installment of the Special Tax is delinquent, and will diligently prosecute and pursue such foreclosure proceedings to judgment and sale; *provided,* that if the City determines on the basis of such review that (a) the amount so collected is deficient by less than 5% of the total amount of the Special Tax levied in Improvement Area No. 1 in such Fiscal Year, but that property owned by any single property owner in Improvement Area No. 1 is delinquent by more than $5,000 with respect to the Special Tax due and payable by such property owner in such Fiscal Year, or (b) property owned by any single property owner in Improvement Area No. 1 is delinquent cumulatively by more than $3,250 with respect to the current and past Special Tax due (irrespective of the total delinquencies in Improvement Area No. 1), then the City will institute, prosecute and pursue such foreclosure proceedings in the time and manner provided herein against each such property owner. The Chief Financial Officer shall notify legal counsel of any such delinquency of which it is aware, and such legal counsel shall commence, or cause to be commenced, such actions to collect such delinquencies and subsequent foreclosure proceedings in such a manner as such counsel deems appropriate.

Section 5.16. Continuing Disclosure to Owners. The City hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of this Agreement, failure of the City to comply with the Continuing Disclosure Certificate shall not be considered a default hereunder; provided, any Participating Underwriter or any holder or beneficial owner of the Bonds may take such actions as may be necessary and appropriate to compel performance by the City of its obligations thereunder, including seeking mandate or specific performance by court order.

Section 5.17. Additional Bonds.

(A) Issuance of Additional Bonds. In addition to the 2021 Bonds, the City may, by a Supplemental Agreement, authorize the issuance of one or more additional series of special tax bonds (the "Additional Bonds"), payable from Special Taxes and secured by the Special Tax Revenues and other amounts pledged to the Bonds, as and to the extent set forth in Section 4.01, equally and ratably with 2021 Bonds, and the City may issue, and the Fiscal Agent may authenticate and deliver to the purchaser thereof, such Additional Bonds in the principal amount

as shall be determined by the City, subject to the following specific conditions, which are hereby made conditions precedent to the issuance of any such Additional Bonds:

(i) No default in the 2021 Bonds shall have occurred and then be continuing,

(ii) The issuance of the Additional Bonds shall have been duly authorized by the City, and not exceed the maximum bonded indebtedness authorized under the Act.

(iii) The Additional Bonds shall be payable as to principal on September 1 in each year in which principal becomes due, and shall be payable as to interest semiannually on March 1 and September 1.

(iv) There shall be deposited into a reserve account of the Reserve Fund, an amount at least equal to the Reserve Requirement with respect to such Additional Bonds.

(v) After giving effect to the issuance of the Additional Bonds:

(a) For each Bond Year the Additional Bonds are Outstanding, projected Special Taxes Revenues, if levied at the maximum annual Special Tax rates per the Special Tax Formula, in each Fiscal Year are at least equal to 110% of Debt Service due in the Bond Year that begins in the corresponding Fiscal Year, as calculated by the special tax consultant to the City[; provided however, for purposes of this calculation projected Special Taxes Revenues will not include Special Tax Revenues generated from the High Density Residential parcels until they are a Developed Parcel (as such terms are defined in the Special Tax Formula) for the upcoming Fiscal Year]; and

(b) The aggregate value of all parcels in Improvement Area No. 1 subject to the Special Tax, including then existing improvements and any facilities to be constructed or acquired with the proceeds of the Additional Bonds, as determined by an MAI appraisal, assessed valuations shown on the then current County tax roll, or by a combination of both methods, is at least 3 times the sum of (1) the aggregate principal amount of all Bonds then Outstanding, plus (2) the aggregate principal amount of the Additional Bonds proposed to be issued, plus (3) the proportionate principal amount of any bonds then outstanding and payable from assessments which are a lien against property in Improvement Area No. 1, plus (4) a portion of the aggregate principal amount of all bonds issued under the Act, other than Bonds then Outstanding and the Additional Bonds, payable at least partially from special taxes to be levied on parcels of land subject to the Special Tax within Improvement Area No. 1 (the "**Other Mello-Roos Bonds**") equal to the aggregate principal amount of the Other Mello-Roos Bonds multiplied by a fraction, the numerator of which is the amount of special taxes levied for the Other Mello-Roos Bonds on parcels of land within Improvement Area No. 1 subject to the Special Tax, and the denominator of which is the total amount of special taxes levied for the Other Mello-Roos Bonds on all parcels of land subject to the Special Tax against which the special taxes are levied to pay the Other Mello-Roos Bonds (such fraction to be determined based upon the special taxes which could be levied the year in which the Additional Bonds are issued, as determined by the City), based upon information from the most recent available Fiscal Year.

Nothing in this Section or in this Agreement shall prevent or be construed to prevent the Supplemental Agreement providing for the issuance of Additional Bonds from pledging or otherwise providing, in addition to the security given or intended to be given by this Agreement, additional security for the benefit of such Additional Bonds or any portion thereof.

Additional Bonds may be issued for the purpose of refunding any outstanding Bonds without meeting the foregoing conditions so long as debt service on the refunding Bonds in each Bond Year is less than debt service on the Bonds refunded.

Nothing in this Agreement shall be interpreted to prohibit issuance of bonds or Additional Bonds secured on a subordinate basis to the Bonds.

(B) Proceedings for Issuance of Additional Bonds. Whenever the City shall determine to issue Additional Bonds:

(i) The City shall authorize the execution of a Supplemental Agreement specifying the principal amount and prescribing the forms of the Additional Bonds and providing the terms, conditions, distinctive designation, denominations, methods of numbering, date, maturity date or dates, interest rate or rates (or the manner of determining same), interest payment dates, redemption provisions (including the amount and dates of mandatory sinking fund payments, if any), place or places of payment of principal or redemption price, if any, application of the proceeds thereof and any other provisions respecting the Additional Bonds not inconsistent with the terms of this Agreement, and

(ii) The Fiscal Agent shall receive an Officer's Certificate stating that the requirements of Section 5.17(A) have been met.

Section 5.18. Yield of the Bonds. In determining the yield of the Bonds to comply with Section 5.12 and Section 6.02, the City will take into account redemption (including premium, if any) in advance of maturity based on the reasonable expectations of the City, as of the closing date of the Bonds, without regard to whether or not redemption moneys are received or Bonds are redeemed.

ARTICLE VI

INVESTMENTS; DISPOSITION OF INVESTMENT PROCEEDS; LIABILITY OF THE CITY

Section 6.01. Deposit and Investment of Moneys in Funds. Subject in all respects to the provisions of Section 6.02, moneys in any fund or account created or established by this Agreement and held by the Fiscal Agent, shall be invested by the Fiscal Agent in Permitted Investments, as directed pursuant to an Officer's Certificate filed with the Fiscal Agent at least two (2) Business Days in advance of the making of such investments. In the absence of any such Officer's Certificate, the Fiscal Agent shall hold such moneys uninvested and notify the Chief Financial Officer that it is doing so until further direction is received from the Chief Financial Officer. Subject in all respects to the provisions of Section 6.02, moneys in any fund or account created or established by this Agreement and held by the Chief Financial Officer shall be invested by the Chief Financial Officer in any lawful investments that the City may make, which by their terms mature prior to the date on which such moneys are required to be paid out hereunder. Obligations purchased as an investment of moneys in any fund shall be deemed to be part of such fund or account, subject, however, to the requirements of this Agreement for transfer of interest earnings and profits resulting from investment of amounts in funds and accounts.

The Fiscal Agent may act as principal or agent in the acquisition or disposition of any investment. The Fiscal Agent shall not incur any liability for losses arising from any investments made pursuant to this Section. Any losses arising from any investments made pursuant to this Section shall be offset against interest earnings and profits retained in the same fund.

Except as otherwise provided in the next sentence, all investments of amounts deposited in any fund or account created by or pursuant to this Agreement, or otherwise containing gross proceeds of the Bonds (within the meaning of Section 148 of the Code), shall be acquired, disposed of, and valued (as of the date that valuation is required by this Agreement or the Code) at Fair Market Value. Investments in funds or accounts (or portions thereof) that are subject to a yield restriction under applicable provisions of the Code and (unless valuation is undertaken at least annually) investments in the Reserve Fund shall be valued by the City at their present value (within the meaning of Section 148 of the Code). The Fiscal Agent shall not be liable for verification of the application of such sections of the Tax Code or for any determination of Fair Market Value or present value and may conclusively rely upon an Officer's Certificate as to such valuations.

Investments in any and all funds and accounts may be commingled in a separate fund or funds for purposes of making, holding and disposing of investments, notwithstanding provisions herein for transfer to or holding in or to the credit of particular funds or accounts of amounts received or held by the Fiscal Agent or the Chief Financial Officer hereunder, provided that the Fiscal Agent or the Chief Financial Officer, as applicable, shall at all times account for such investments strictly in accordance with the funds and accounts to which they are credited and otherwise as provided in this Agreement.

The Fiscal Agent or the Chief Financial Officer, as applicable, shall sell or present for redemption, any investment security whenever it shall be necessary to provide moneys to meet any required payment, transfer, withdrawal or disbursement from the fund or account to which such investment security is credited and neither the Fiscal Agent nor the Chief Financial Officer

shall be liable or responsible for any loss resulting from the acquisition or disposition of such investment security in accordance herewith.

The City acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the City the right to receive brokerage confirmations of security transactions as they occur, the City specifically waives receipt of such confirmations to the extent permitted by law. The Fiscal Agent will furnish the City periodic cash transaction statements which include detail for all investment transactions made by the Fiscal Agent hereunder.

Section 6.02. Rebate of Excess Investment Earnings to the United States. The City covenants to calculate and rebate to the federal government, in accordance with the Regulations, excess investment earnings to the extent required by Section 148(f) of the Code.

The City shall notify the Fiscal Agent of any amounts determined to be due to the federal government, and the Fiscal Agent shall, upon receipt of an Officer's Certificate of the City, withdraw such amounts from the Reserve Fund pursuant to Section 4.03(D), and pay such amounts to the federal government as directed by the Officer's Certificate which shall comply with the requirements of the Code and the Regulations. In the event of any shortfall in amounts available to make such payments under Section 4.03(D), the Fiscal Agent shall notify the Chief Financial Officer in writing of the amount of the shortfall and the Chief Financial Officer shall make such payment from any amounts available in the Special Tax Fund. Any fees or expenses incurred by the Fiscal Agent or the City under or pursuant to this Section 6.02 shall be Administrative Expenses. The Fiscal Agent may rely conclusively upon the City's determinations, calculations and certifications required by this Section. The Fiscal Agent shall have no responsibility to independently make any calculation or determination or to review the City's calculations hereunder.

In order to provide for the administration of this Section 6.02, the City may provide for the employment of independent attorneys, accountants and consultants compensated on such reasonable basis as the City may deem appropriate.

Section 6.03. Limited Obligation. The City's obligations hereunder are limited obligations of the City on behalf of the District and are payable solely from and secured solely by the Special Tax Revenues and the amounts in the Special Tax Fund, the Bond Fund and the Reserve Fund created hereunder.

ARTICLE VII

THE FISCAL AGENT

Section 7.01. Appointment of Fiscal Agent. The Bank of New York Mellon Trust Company, N.A., at its Principal Office, is hereby appointed Fiscal Agent for the Bonds. The Fiscal Agent undertakes to perform such duties, and only such duties, as are specifically set forth in this Agreement, and no implied covenants or obligations shall be read into this Agreement against the Fiscal Agent.

Any company into which the Fiscal Agent may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Fiscal Agent may sell or transfer all or substantially all of its corporate trust business, provided such company shall be eligible under the following paragraph of this Section, shall be the successor to such Fiscal Agent without the execution or filing of any paper or any further act, anything herein to the contrary notwithstanding.

The City may remove the Fiscal Agent initially appointed, and any successor thereto, with 30 days' prior notice, and may appoint a successor or successors thereto, but any such successor shall be a bank, national banking association or trust company having a combined capital (exclusive of borrowed capital) and surplus of at least Fifty Million Dollars ($50,000,000) including, for such purpose, the combined capital and surplus of any parent holding company, and subject to supervision or examination by federal or state authority. If such bank, national banking association or trust company publishes a report of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purposes of this Section 7.01, combined capital and surplus of such bank, national banking association or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

The Fiscal Agent may at any time resign by giving written notice to the City and by giving to the Owners notice by mail of such resignation. Upon receiving notice of such resignation, the City shall promptly appoint a successor Fiscal Agent by an instrument in writing. Any resignation or removal of the Fiscal Agent shall become effective upon acceptance of appointment by the successor Fiscal Agent.

If no appointment of a successor Fiscal Agent shall be made pursuant to the foregoing provisions of this Section within thirty (30) days after the Fiscal Agent shall have given to the City written notice or after a vacancy in the office of the Fiscal Agent shall have occurred by reason of its inability to act or removal by the City, the Fiscal Agent or any Bondowner may apply to any court of competent jurisdiction to appoint a successor Fiscal Agent. Said court may thereupon, after such notice, if any, as such court may deem proper, appoint a successor Fiscal Agent.

Section 7.02. Liability of Fiscal Agent. The recitals of facts, covenants and agreements herein and in the Bonds contained shall be taken as statements, covenants and agreements of the City, and the Fiscal Agent assumes no responsibility for the correctness of the same, or makes any representations as to the validity or sufficiency of this Agreement or of the Bonds, or shall incur any responsibility in respect thereof, other than in connection with the duties or obligations herein or in the Bonds assigned to or imposed upon it. The Fiscal Agent shall not be liable in connection with the performance of its duties hereunder, except for its own negligence

or willful default. The Fiscal Agent assumes no responsibility or liability for any information, statement or recital in any offering memorandum or other disclosure material prepared or distributed with respect to the issuance of the Bonds. All indemnifications and releases from liability granted to the Fiscal Agent hereunder shall extend to the directors, officers and employees of the Fiscal Agent. The Fiscal Agent has no liability regarding the use of the proceeds from the purchase of the Bonds deposited in funds held by the City.

In the absence of bad faith, the Fiscal Agent may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Fiscal Agent and conforming to the requirements of this Agreement, including all Officer's Certificates of the City meeting such requirements; but in the case of any such certificates or opinions by which any provision hereof are specifically required to be furnished to the Fiscal Agent, the Fiscal Agent shall be under a duty to examine the same to determine whether or not they conform to the requirements of this Agreement. Except as provided above in this paragraph, the Fiscal Agent shall be protected and shall incur no liability in acting or proceeding, or in not acting or not proceeding, in good faith, reasonably and in accordance with the terms of this Agreement, upon any resolution, order, notice, request, consent or waiver, certificate, statement, affidavit, or other paper or document which it shall in good faith reasonably believe to be genuine and to have been adopted or signed by the proper person or to have been prepared and furnished pursuant to any provision of this Agreement, and the Fiscal Agent shall not be under any duty to make any investigation or inquiry as to any statements contained or matters referred to in any such instrument.

The Fiscal Agent shall not be liable for any error of judgment made in good faith by a responsible officer unless it shall be proved that the Fiscal Agent was negligent in ascertaining the pertinent facts.

No provision of this Agreement shall require the Fiscal Agent to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

The Fiscal Agent shall be under no obligation to exercise any of the rights or powers vested in it by this Agreement at the request or direction of any of the Owners pursuant to this Agreement unless such Owners shall have offered to the Fiscal Agent reasonable security or indemnity against the costs, expenses and liabilities which might be incurred by it in compliance with such request or direction.

The Fiscal Agent shall not be considered in breach of or in default in its obligations hereunder or progress in respect thereto in the event of unavoidable delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not limited to, Acts of God or of the public enemy or terrorists, acts of a government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, earthquakes, explosion, mob violence, riot, inability to procure or general sabotage or rationing of labor, equipment, facilities, sources of energy, material or supplies in the open market, litigation or arbitration involving a party or others relating to zoning or other governmental action or inaction pertaining to the project, malicious mischief, condemnation, and unusually severe weather or delays of suppliers or subcontractors due to such causes or any similar event and/or occurrences beyond the control of the Fiscal Agent.

The Fiscal Agent may become the owner of the Bonds with the same rights it would have if it were not the Fiscal Agent.

The Fiscal Agent shall not be concerned with or accountable to anyone for the subsequent use or application of any moneys which shall be released or withdrawn in accordance with the provisions hereof.

The permissive right of the Fiscal Agent to do things enumerated in this Agreement shall not be construed as a duty and it shall not be answerable for other than its negligence or willful misconduct.

The Fiscal Agent may execute any of the trusts or powers hereof and perform the duties required of it hereunder either directly or by or through attorneys or agents, and shall be entitled to rely on advice of counsel concerning all matters of trust and its duty hereunder.

Section 7.03. Information. The Fiscal Agent shall provide to the City such information relating to the Bonds and the funds and accounts maintained by the Fiscal Agent hereunder as the City shall reasonably request, including but not limited to quarterly statements reporting funds held and transactions by the Fiscal Agent.

Section 7.04. Notice to Fiscal Agent. The Fiscal Agent may rely and shall be protected in acting or refraining from acting upon any Officer's Certificate, notice, resolution, request, consent, order, certificate, report, facsimile transmission, electronic mail, warrant, Bond or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or proper parties and given in accordance with the requirements hereof. The Fiscal Agent may execute any of the powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys and the Fiscal Agent shall not be responsible for any misconduct or negligence on the part of any agent or attorney appointed with due care by it hereunder. The Fiscal Agent may consult with counsel, who may be counsel to the City, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith.

The Fiscal Agent shall have the right to accept and act upon instructions, including funds transfer instructions ("Instructions") given pursuant to this Agreement and delivered using Electronic Means by an Authorized Officer (or his or her designee) ("Electronic Means" shall mean the following communications methods: e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Fiscal Agent, or another method or system specified by the Fiscal Agent as available for use in connection with its services hereunder); provided, however, that the City shall provide to the Fiscal Agent an incumbency certificate for each person with the authority to provide such Instructions and containing specimen signatures of such persons, which incumbency certificate shall be amended by the City whenever a person is to be added or deleted from the listing. If the City elects to give the Fiscal Agent Instructions using Electronic Means and the Fiscal Agent in its discretion elects to act upon such Instructions, the Fiscal Agent's understanding of such Instructions shall be deemed controlling. The City understands and agrees that the Fiscal Agent cannot determine the identity of the actual sender of such Instructions and that the Fiscal Agent shall conclusively presume that directions that purport to have been sent by an Authorized Officer (or designee) listed on the incumbency certificate provided to the Fiscal Agent have been sent by such Authorized Officer (or designee). The City shall be responsible for ensuring that only Authorized Officers (or their designees) transmit such

Instructions to the Fiscal Agent and that the City is solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the City. The Fiscal Agent shall not be liable for any losses, costs or expenses arising directly or indirectly from the Fiscal Agent's reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The City agrees: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Fiscal Agent, including without limitation the risk of the Fiscal Agent acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Fiscal Agent and that there may be more secure methods of transmitting Instructions than the method(s) selected by the City; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Fiscal Agent immediately upon learning of any compromise or unauthorized use of the security procedures.

The Fiscal Agent shall not be bound to recognize any person as the Owner of a Bond unless and until such Bond is submitted for inspection, if required, and his title thereto satisfactorily established, if disputed.

Whenever in the administration of its duties under this Agreement the Fiscal Agent shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of willful misconduct on the part of the Fiscal Agent, be deemed to be conclusively proved and established by a certificate of the City, and such certificate shall be full warrant to the Fiscal Agent for any action taken or suffered under the provisions of this Agreement or any Supplemental Agreement upon the faith thereof, but in its discretion the Fiscal Agent may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

Section 7.05. Compensation, Indemnification. The City shall pay to the Fiscal Agent from time to time reasonable compensation for all services rendered as Fiscal Agent under this Agreement, and also all reasonable expenses, charges, counsel fees and other disbursements, including those of their attorneys, agents and employees, incurred in and about the performance of their powers and duties under this Agreement, but the Fiscal Agent shall not have a lien therefor on any funds at any time held by it under this Agreement. The City further agrees, to the extent permitted by applicable law, to indemnify and save the Fiscal Agent, its officers, employees, directors and agents harmless against any costs, claims, expenses or liabilities, including, without limitation, fees and expenses of its attorneys which it may incur in the exercise and performance of its powers and duties hereunder which are not due to its negligence or willful misconduct. The obligation of the City under this Section shall survive resignation or removal of the Fiscal Agent under this Agreement and payment of the Bonds and discharge of this Agreement.

ARTICLE VIII

MODIFICATION OR AMENDMENT OF THIS AGREEMENT

Section 8.01. Amendments Permitted. This Agreement and the rights and obligations of the City and of the Owners of the Bonds may be modified or amended at any time by a Supplemental Agreement pursuant to the affirmative vote at a meeting of Owners, or with the written consent without a meeting, of the Owners of at least 60% in aggregate principal amount of the Bonds then Outstanding, exclusive of Bonds disqualified as provided in Section 8.04. No such modification or amendment shall, with respect to Bonds then Outstanding, (i) extend the maturity of any Bond or reduce the interest rate thereon, or otherwise alter or impair the obligation of the City to pay the principal of, and the interest and any premium on, any Bond, without the express consent of the Owner of such Bond, or (ii) permit the creation by the City of any pledge or lien upon the Special Taxes superior to or on a parity with the pledge and lien created for the benefit of the Bonds (except as otherwise permitted by the Act, the laws of the State of California or this Agreement), or reduce the percentage of Bonds required for the amendment hereof. No such amendment may modify any of the rights or obligations of the Fiscal Agent without its written consent.

This Agreement and the rights and obligations of the City and of the Owners may also be modified or amended at any time by a Supplemental Agreement, without the consent of any Owners, only to the extent permitted by law and only for any one or more of the following purposes:

(A) to add to the covenants and agreements of the City in this Agreement contained, other covenants and agreements thereafter to be observed, or to limit or surrender any right or power herein reserved to or conferred upon the City;

(B) to make modifications not adversely affecting any outstanding series of Bonds in any material respect, including to effectuate the issuance of Additional Bonds in accordance with Section 5.17;

(C) to make such provisions for the purpose of curing any ambiguity, or of curing, correcting or supplementing any defective provision contained in this Agreement, or in regard to questions arising under this Agreement, as the City and the Fiscal Agent may deem necessary or desirable, and which shall not adversely affect the rights of the Owners of the Bonds; or

(D) to make such additions, deletions or modifications as may be necessary or desirable to assure compliance with Section 148 of the Code relating to required rebate of excess investment earnings to the United States or otherwise as may be necessary to assure exclusion from gross income for federal income tax purposes of interest on the Bonds or to conform with the Regulations.

No such amendment may modify any of the rights or obligations of the Fiscal Agent without its written consent.

Section 8.02. Owners' Meetings. The City may at any time call a meeting of the Owners. In such event the City is authorized to fix the time and place of said meeting and to provide for the giving of notice thereof and to fix and adopt rules and regulations for the conduct of said meeting.

Section 8.03. Procedure for Amendment with Written Consent of Owners. The City and the Fiscal Agent may at any time enter into a Supplemental Agreement amending the provisions of the Bonds or of this Agreement or any Supplemental Agreement, to the extent that such amendment is permitted by Section 8.01, to take effect when and as provided in this Section. A copy of such Supplemental Agreement, together with a request to Owners for their consent thereto, if such consent is required under Section 8.01, shall be mailed by first class mail, by the Fiscal Agent to each Owner of Bonds Outstanding, but failure to mail copies of such Supplemental Agreement and request shall not affect the validity of the Supplemental Agreement when assented to as in this Section provided.

If consent of the Owners is required under Section 8.01, such Supplemental Agreement shall not become effective unless there shall be filed with the Fiscal Agent the written consents of the Owners of at least 60% in aggregate principal amount of the Bonds then Outstanding (exclusive of Bonds disqualified as provided in Section 8.04) and a notice shall have been mailed as hereinafter in this Section provided. Each such consent shall be effective only if accompanied by proof of ownership of the Bonds for which such consent is given, which proof shall be such as is permitted by Section 9.04. Any such consent shall be binding upon the Owner of the Bonds giving such consent and on any subsequent Owner (whether or not such subsequent Owner has notice thereof) unless such consent is revoked in writing by the Owner giving such consent or a subsequent Owner by filing such revocation with the Fiscal Agent prior to the date when the notice hereinafter in this Section provided for has been mailed.

After the Owners of the required percentage of Bonds shall have filed their consents to the Supplemental Agreement, the City shall mail a notice to the Owners in the manner hereinbefore provided in this Section for the mailing of the Supplemental Agreement, stating in substance that the Supplemental Agreement has been consented to by the Owners of the required percentage of Bonds and will be effective as provided in this Section (but failure to mail copies of said notice shall not affect the validity of the Supplemental Agreement or consents thereto). Proof of the mailing of such notice shall be filed with the Fiscal Agent. A record, consisting of the papers required by this Section 8.03 to be filed with the Fiscal Agent, shall be proof of the matters therein stated until the contrary is proved. The Supplemental Agreement shall become effective upon the filing with the Fiscal Agent of the proof of mailing of such notice, and the Supplemental Agreement shall be deemed conclusively binding (except as otherwise herein above specifically provided in this Article) upon the City and the Owners of all Bonds at the expiration of 60 days after such filing, except in the event of a final decree of a court of competent jurisdiction setting aside such consent in a legal action or equitable proceeding for such purpose commenced within such sixty-day period.

Section 8.04. Disqualified Bonds. Bonds owned or held for the account of the City, excepting any pension or retirement fund, shall not be deemed Outstanding for the purpose of any vote, consent or other action or any calculation of Outstanding Bonds provided for in this Article VIII, and shall not be entitled to vote upon, consent to, or take any other action provided for in this Article VIII. Upon request, the City shall provide an Officer's Certificate to the Fiscal Agent listing those Bonds which are disqualified pursuant to this Section 8.04.

Section 8.05. Effect of Supplemental Agreement. From and after the time any Supplemental Agreement becomes effective pursuant to this Article VIII, this Agreement shall be deemed to be modified and amended in accordance therewith, the respective rights, duties and obligations under this Agreement of the City and all Owners of Bonds Outstanding shall thereafter be determined, exercised and enforced hereunder subject in all respects to such

modifications and amendments, and all the terms and conditions of any such Supplemental Agreement shall be deemed to be part of the terms and conditions of this Agreement for any and all purposes.

Section 8.06. Endorsement or Replacement of Bonds Issued After Amendments. The City may determine that Bonds issued and delivered after the effective date of any action taken as provided in this Article VIII shall bear a notation, by endorsement or otherwise, in form approved by the City, as to such action. In that case, upon demand of the Owner of any Bond Outstanding at such effective date and presentation of his Bond for that purpose at the Principal Office of the Fiscal Agent or at such other office as the City may select and designate for that purpose, a suitable notation shall be made on such Bond. The City may determine that new Bonds, so modified as in the opinion of the City is necessary to conform to such Owners' action, shall be prepared, executed and delivered. In that case, upon demand of the Owner of any Bonds then Outstanding, such new Bonds shall be exchanged at the Principal Office of the Fiscal Agent without cost to any Owner, for Bonds then Outstanding, upon surrender of such Bonds.

Section 8.07. Amendatory Endorsement of Bonds. The provisions of this Article VIII shall not prevent any Owner from accepting any amendment as to the particular Bonds held by him, provided that due notation thereof is made on such Bonds.

Section 8.08. Opinion of Counsel Regarding Supplemental Agreement. The Fiscal Agent shall be furnished, upon request, an opinion of counsel that any Supplemental Agreement entered into by the City and the Fiscal Agent complies with the provisions of this Article VIII, and the Fiscal Agent may conclusively rely upon such opinion.

ARTICLE IX

MISCELLANEOUS

Section 9.01. Benefits of Agreement Limited to Parties. Nothing in this Agreement expressed or implied, is intended to give to any person other than the City, the Fiscal Agent and the Owners, any right, remedy, claim under or by reason of this Agreement. Any covenants, stipulations, promises or agreements in this Agreement contained by and on behalf of the City shall be for the sole and exclusive benefit of the Owners and the Fiscal Agent.

Section 9.02. Successor is Deemed Included in All References to Predecessor. Whenever in this Agreement or any Supplemental Agreement either the City or the Fiscal Agent is named or referred to, such reference shall be deemed to include the successors or assigns thereof, and all the covenants and agreements in this Agreement contained by or on behalf of the City or the Fiscal Agent shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

Section 9.03. Discharge of Agreement. If the City shall pay and discharge the entire indebtedness on all or any portion of the Bonds Outstanding in any one or more of the following ways:

(A) by well and truly paying or causing to be paid the principal of, and interest and any premium on, such Bonds Outstanding, as and when the same become due and payable;

(B) by depositing with the Fiscal Agent or other fiduciary, at or before maturity, money which, together with (in the event that all of the Bonds are to be defeased) the amounts then on deposit in the funds and accounts provided for in Sections 4.02 and 4.03, is fully sufficient to pay such Bonds Outstanding, including all principal, interest and redemption premiums, or;

(C) by irrevocably depositing with the Fiscal Agent or other fiduciary, cash and Federal Securities in such amount as the City shall determine as confirmed by an independent certified public accountant will, together with the interest to accrue thereon and (in the event that all of the Bonds are to be defeased) moneys then on deposit in the fund and accounts provided for in Sections 4.02 and 4.03, be fully sufficient to pay and discharge the indebtedness on such Bonds (including all principal, interest and redemption premiums) at or before their respective maturity dates;

and if such Bonds are to be redeemed prior to the maturity thereof notice of such redemption shall have been given as in this Agreement provided or provision satisfactory to the Fiscal Agent shall have been made for the giving of such notice, then, at the election of the City, and notwithstanding that any Bonds shall not have been surrendered for payment, the pledge of the Special Taxes and other funds provided for in this Agreement and all other obligations of the City under this Agreement with respect to such Bonds Outstanding shall cease and terminate, except only the obligations of the City (i) under Section 5.13 (Maintenance of Tax-Exemption) and (ii) to pay or cause to be paid to the Owners of the Bonds not so surrendered and paid all sums due thereon and all amounts owing to the Fiscal Agent pursuant to Section 7.05; and thereafter Special Taxes shall not be payable to the Fiscal Agent. Notice of such election shall be filed with the Fiscal Agent.

Any funds thereafter held by the Fiscal Agent upon payments of all fees and expenses of the Fiscal Agent, which are not required for said purpose, shall be paid over to the City.

Section 9.04. Execution of Documents and Proof of Ownership by Owners. Any request, declaration or other instrument which this Agreement may require or permit to be executed by Owners may be in one or more instruments of similar tenor, and shall be executed by Owners in person or by their attorneys appointed in writing.

Except as otherwise herein expressly provided, the fact and date of the execution by any Owner or his attorney of such request, consent, declaration or other instrument, or of such writing appointing such attorney, may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he purports to act, that the person signing such request, declaration or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer.

Except as otherwise herein expressly provided, the ownership of registered Bonds and the amount, maturity, number and date of holding the same shall be proved by the registry books.

Any request, consent, declaration or other instrument or writing of the Owner of any Bond shall bind all future Owners of such Bond in respect of anything done or suffered to be done by the City or the Fiscal Agent in good faith and in accordance therewith.

Section 9.05. Waiver of Personal Liability. No member, officer, agent or employee of the City shall be individually or personally liable for the payment of the principal of, or interest or any premium on, the Bonds; but nothing herein contained shall relieve any such member, officer, agent or employee from the performance of any official duty provided by law.

Section 9.06. Notices to and Demands on City and Fiscal Agent. Any notice or demand which by any provision of this Agreement is required or permitted to be given or served by the Fiscal Agent to or on the City may be given or served by being deposited postage prepaid in a post office letter box, by overnight courier or by electronic means (with receipt confirmed by telephone) addressed (until another address is filed by the City with the Fiscal Agent) as follows:

City of Roseville
311 Vernon Street
Roseville, California 95678
Attention: Assistant City Manager/Chief Financial Officer
Fax: (916) 746-1220

Any notice or demand which by any provision of this Agreement is required or permitted to be given or served by the City to or on the Fiscal Agent may be given or served by being deposited postage prepaid in a post office letter box, by overnight courier or by electronic means (with receipt confirmed by telephone) addressed (until another address is filed by the Fiscal Agent with the City) as follows:

The Bank of New York Mellon Trust Company, N.A.
50 Fremont Street, Suite 3900
San Francisco, CA 94105
Attention: Corporate Trust Administration
Fax: (415) 399-1647

Section 9.07. Partial Invalidity. If any Section, paragraph, sentence, clause or phrase of this Agreement shall for any reason be held illegal or unenforceable, such holding shall not affect the validity of the remaining portions of this Agreement. The City hereby declares that it would have adopted this Agreement and each and every other Section, paragraph, sentence, clause or phrase hereof and authorized the issue of the Bonds pursuant thereto irrespective of the fact that any one or more Sections, paragraphs, sentences, clauses, or phrases of this Agreement may be held illegal, invalid or unenforceable.

Section 9.08. Unclaimed Moneys. Anything contained herein to the contrary notwithstanding, any moneys held by the Fiscal Agent in trust for the payment and discharge of the principal of, and the interest and any premium on, the Bonds which remains unclaimed for two years after the date when the payments of such principal (without liability for interest), interest and premium have become payable, if such moneys was held by the Fiscal Agent at such date, shall be repaid by the Fiscal Agent to the City as its absolute property free from any trust, and the Fiscal Agent shall thereupon be released and discharged with respect thereto and the Bond Owners shall look only to the City for the payment of the principal of, and interest and any premium on, such Bonds.

Section 9.09. Applicable Law. This Agreement shall be governed by and enforced in accordance with the laws of the State of California applicable to contracts made and performed in the State of California.

Section 9.10. Conflict with Act. In the event of a conflict between any provision of this Agreement with any provision of the Act as in effect on the Closing Date, the provision of the Act shall prevail over the conflicting provision of this Agreement.

Section 9.11. Conclusive Evidence of Regularity. Bonds issued pursuant to this Agreement shall constitute conclusive evidence of the regularity of all proceedings under the Act relative to their issuance and the levy of the Special Taxes.

Section 9.12. Payment on Business Day. In any case where the date of the maturity of interest or of principal (and premium, if any) of the Bonds or the date fixed for redemption of any Bonds or the date any action is to be taken pursuant to this Agreement is other than a Business Day, the payment of interest or principal (and premium, if any) or the action need not be made on such date but may be made on the next succeeding day which is a Business Day with the same force and effect as if made on the date required and no interest shall accrue for the period from and after such date.

Section 9.13. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the City of Roseville has authorized the execution of this Agreement by its City Manager and attested to by its City Clerk under the authority of Resolution No. 21-_____, adopted by the Council of the City of Roseville on _____, 2021, and the Fiscal Agent has caused this Agreement to be executed.

CITY OF ROSEVILLE, a municipal corporation, for and on behalf of the City of Roseville Baseline at Sierra Vista Community Facilities District No. 1 (Public Facilities)

By: _____
DOMINICK CASEY
City Manager

ATTEST:

By: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

By: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

By: _____
DENNIS KAUFFMAN
Assistant City Manager/Chief Financial Officer

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., *as Fiscal Agent*

By: _____
Vice President

EXHIBIT A

FORM OF BOND

UNITED STATES OF AMERICA
STATE OF CALIFORNIA

No. _____ $_____

CITY OF ROSEVILLE
BASELINE AT SIERRA VISTA COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES)
IMPROVEMENT AREA NO. 1
SPECIAL TAX BONDS
SERIES 2021

INTEREST RATE:	MATURITY DATE:	BOND DATE:	CUSIP:
%	September 1, 20__	_____, 2021	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____DOLLARS

The City of Roseville (the "City") for and on behalf of the City of Roseville Baseline at Sierra Vista Community Facilities District No. 1 (Public Facilities) (the "District"), for value received, hereby promises to pay solely from the Special Tax Revenues (as hereinafter defined) or amounts in certain funds and accounts held under the Agreement (as hereinafter defined), to the Registered Owner named above, or registered assigns (the "Owner"), on the Maturity Date set forth above, unless redeemed prior thereto as hereinafter provided, the Principal Amount set forth above, and to pay interest on such principal amount from the Bond Date shown above, or from the most recent Interest Payment Date (as hereinafter defined) to which interest has been paid or duly provided for, semiannually on March 1 and September 1, commencing March 1, 2022 (the "Interest Payment Dates"), at the Interest Rate set forth above, until the principal amount hereof is paid or made available for payment. The principal of this Bond is payable to the Owner hereof in lawful money of the United States of America upon presentation and surrender of this Bond at the principal corporate trust office of The Bank of New York Mellon Trust Company, N.A. in San Francisco, California (the "Fiscal Agent"). Interest on this Bond shall be paid by check of the Fiscal Agent mailed by first class mail on each Interest Payment Date to the Owner hereof as of the close of business on the 15th day of the month preceding the month in which the Interest Payment Date occurs whether or not such day is a Business Day (the "Record Date") at such Owner's address as it appears on the registration books maintained by the Fiscal Agent, or by wire transfer made on such Interest Payment Date upon written instructions delivered to the Fiscal Agent by the applicable Record Date of any Owner of $1,000,000 or more in aggregate principal amount of Bonds.

This Bond is one of a duly authorized issue of bonds approved by resolution of the City Council of the City adopted on _____, 2021 (the "Resolution"), pursuant to the Mello-Roos

Community Facilities Act of 1982, as amended, Sections 53311, *et seq.*, of the California Government Code (the "Mello-Roos Act") for the purpose of providing moneys for the construction and acquisition of authorized improvements for the District, and is one of the bonds designated "City of Roseville Baseline at Sierra Vista Community Facilities District No. 1 (Public Facilities) Improvement Area No. 1 Special Tax Bonds Series 2021" (the "Bonds"). The issuance of the Bonds and the terms and conditions thereof are provided for by a Fiscal Agent Agreement, dated as of October 1, 2021, by and between the City and the Fiscal Agent (the "Agreement") and this reference incorporates the Agreement herein, and by acceptance hereof the Owner of this Bond assents to said terms and conditions. The Agreement is authorized under, this Bond is issued under and both are to be construed in accordance with, the laws of the State of California.

Pursuant to the Mello-Roos Act, the Agreement and the Resolution, the principal of and interest on this Bond are payable solely from Special Tax Revenues and the amounts in certain funds held under the Agreement. "Special Tax Revenues" means the proceeds of the facilities special tax ("Special Taxes") levied under the Mello-Roos Act in Improvement Area No. 1 of the District that are received by the City, including all scheduled payments and delinquent payments thereof, interest thereon and proceeds of the redemption or sale of property sold as a result of foreclosure of the lien of the special taxes, net of a 1% administration charge of the County (as such charge may be changed in the future), but not including interest in excess of the interest due on the Bonds or any penalties collected in connection with any such foreclosure.

Interest on this Bond shall be payable from the Interest Payment Date next preceding the date of authentication hereof, unless (i) it is authenticated on an Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or (ii) such date of authentication is after a Record Date but on or prior to an Interest Payment Date, in which event interest will be payable from such Interest Payment Date, or (iii) such date of authentication is prior to the first Record Date, in which event interest will be payable from the Bond Date shown above; provided however, that if at the time of authentication of this Bond, interest is in default hereon, this Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment hereon.

Any tax for the payment hereof shall be limited to the Special Tax, except to the extent that provision for payment has been made by the City as may be permitted by law. The Bonds do not constitute obligations of the City for which the City is obligated to levy or pledge, or has levied or pledged, general or special taxation other than described herein above.

The Bonds are subject to optional redemption from any source of available funds (other than Prepayments of the Special Tax by property owners), in whole or in part among maturities as specified by the City and by lot within a maturity, on any date on and after September 1, 20___ at the following respective redemption prices (expressed as percentages of the principal amount of the Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

Redemption Dates	**Redemption Price**
September 1, 20___ through August 31, 20___	103%
September 1, 20___ through August 31, 20___	102
September 1, 20___ through August 31, 20___	101
September 1, 20____ and any date thereafter	100

The Bonds are subject to mandatory redemption from Prepayments of the Special Tax by property owners, in whole or in part among maturities as specified by the City and by lot within a maturity, on any Interest Payment Date at the following respective redemption prices (expressed as percentages of the principal amount of the Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

Redemption Dates	**Redemption Price**
March 1, 2021 through and including March 1, 20___	103%
September 1, 20___ and March 1, 20___	102
September 1, 20___ and March 1, 20___	101
September 1, 20____ and any Interest Payment Date thereafter	100

The Term 2021 Bonds maturing September 1, 20__, September 1, 20__, September 1, 20__ and September 1, 20__ are subject to mandatory sinking payment redemption in part by lot, at a redemption price equal to 100% of the principal amount thereof to be redeemed, without premium, in the aggregate respective principal amounts as set forth in the following tables:

Term 2021 Bonds Maturing September 1, 20__

Mandatory Redemption Date (Sept. 1)	Sinking Fund Payment

Term 2021 Bonds Maturing September 1, 20__

Mandatory Redemption Date (Sept. 1)	Sinking Fund Payment

Term 2021 Bonds Maturing September 1, 20__

Mandatory Redemption Date (Sept. 1)	Sinking Fund Payment

Term 2021 Bonds Maturing September 1, 20__

Mandatory Redemption Date (Sept. 1)	Sinking Fund Payment

The amounts in the foregoing tables will be reduced pro rata, in order to maintain substantially uniform debt service, as a result of any prior partial optional redemption or mandatory redemption of the Bonds.

Notice of redemption with respect to the Bonds to be redeemed shall be given to the Owners thereof, in the manner, to the extent and subject to the provisions of the Agreement.

This Bond shall be registered in the name of the Owner hereof, as to both principal and interest. Each registration and transfer of registration of this Bond shall be entered by the Fiscal Agent in books kept by it for this purpose and authenticated by its manual signature upon the certificate of authentication endorsed hereon.

No transfer or exchange hereof shall be valid for any purpose unless made by the registered owner, by execution of the form of assignment endorsed hereon, and authenticated as herein provided, and the principal hereof, interest hereon and any redemption premium shall be payable only to the registered owner or to such Owner's order. The Fiscal Agent shall require the Owner requesting transfer or exchange to pay any tax or other governmental charge required to be paid with respect to such transfer or exchange. No transfer or exchange hereof shall be required to be made (i) within 15 days prior to the date established by the Fiscal Agent for selection of Bonds for redemption or (ii) with respect to a Bond after such Bond has been selected for redemption.

The Agreement and the rights and obligations of the City thereunder may be modified or amended as set forth therein. The principal of the Bonds is not subject to acceleration upon a default under the Agreement or any other document. This Bond shall not become valid or obligatory for any purpose until the certificate of authentication hereon endorsed shall have been dated and manually signed by the Fiscal Agent. It is hereby certified, recited and declared that all acts, conditions and things required by law to exist, happen and be performed precedent to and in the issuance of this Bond have existed, happened and been performed in due time, form and manner as required by law, and that the amount of this Bond, together with all other indebtedness of the City, does not exceed any debt limit prescribed by the laws or Constitution of the State of California.

Unless this Bond is presented by an authorized representative of The Depository Trust Company to the Fiscal Agent for registration of transfer, exchange or payment, and any Bond issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

IN WITNESS WHEREOF, the City of Roseville has caused this Bond to be executed by the facsimile signatures of the Mayor and the City Clerk of the City, all as of the Bond Date stated above.

CITY OF ROSEVILLE, for and on behalf of the CITY OF ROSEVILLE BASELINE AT SIERRA VISTA COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES)

By: _____
Mayor

By: _____
City Clerk

FISCAL AGENT'S CERTIFICATE OF AUTHENTICATION

This is one of the Bonds described in the Resolution and the Agreement.

Dated: _____, 2021

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., *as Fiscal Agent*

By: _____
Authorized Signatory

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned do(es) hereby sell, assign and transfer unto

_____

_____

_____

(Name, address and Tax Identification Number of Assignee)

the within-mentioned registered Bond and hereby irrevocably constitute(s) and appoint(s) _____, attorney, _____ to transfer the same on the registration books of the Fiscal Agent with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

NOTE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

NOTE: The signature(s) on this Assignment must correspond with the name(s) as written on the face of the within Bond in every particular without alteration or enlargement or any change whatsoever.

EXHIBIT B

$_____
City of Roseville
Baseline at Sierra Vista Community Facilities District No. 1 (Public Facilities)
Improvement Area No. 1
Special Tax Bonds, Series 2021

OFFICER'S CERTIFICATE REQUESTING DISBURSEMENT
FROM THE IMPROVEMENT FUND

REQUISITION NO. _____

The undersigned hereby states and certifies that:

(i) I am an "Authorized Officer" of the City, as such term is defined in that certain Fiscal Agent Agreement, dated as of October 1, 2021 (the "Fiscal Agent Agreement"), by and between the City and The Bank of New York Mellon Trust Company, N.A., as fiscal agent (the "Fiscal Agent") and as such, am familiar with the facts herein certified and am authorized to certify the same;

(ii) under Section 3.04(B) of the Fiscal Agent Agreement, the undersigned hereby requests and authorizes the Fiscal Agent to disburse from the Improvement Fund established under the Fiscal Agent Agreement to each payee designated on Schedule A attached hereto and by this reference incorporated herein, the amount set forth opposite such payee, for payment or reimbursement of previous payment of a Project cost (as that term is defined in the Fiscal Agent Agreement) as described on attached Schedule A;

(iii) an obligation in the stated amount has been properly incurred and each such obligation is a proper charge against the Improvement Fund and has not been subject of any previous requisition of the City requesting disbursement;

(iv) there has not been filed with or served upon the City a stop notice or any other notice of any lien, right to lien or attachment upon, or claim affecting the right to receive payment of, any of the money payable to the person named in this Officer's Certificate, which has not been released or will not be released with the payment of such obligation, other than materialmen's or mechanics' liens accruing by mere operation of laws; and

(v) in the case of each payment made under any contract for installation or construction, insofar as such obligation was incurred for work, materials, equipment or supplies, such work was actually performed or such materials, equipment or supplies were actually installed in furtherance of the Project or delivered at the site for that purpose or delivered for storage or fabrication at a place or places approved by the City.

Dated: _____, 20__ **CITY OF ROSEVILLE**

By:_____
Authorized Officer

SCHEDULE A

Payee Name and Address	Purpose of Obligation	Amount

$_____
CITY OF ROSEVILLE
BASELINE AT SIERRA VISTA COMMUNITY FACILITIES DISTRICT NO. 1
(PUBLIC FACILITIES)
IMPROVEMENT AREA NO. 1
SPECIAL TAX BONDS
SERIES 2021

BOND PURCHASE AGREEMENT

_____, 2021

City of Roseville
311 Vernon Street,
Roseville, California 95678

Ladies and Gentlemen:

Stifel, Nicolaus & Company, Incorporated (the "**Underwriter**"), acting not as a fiduciary or agent for you, but on behalf of the Underwriter, offers to enter into this Bond Purchase Agreement (the "**Purchase Agreement**") with the City of Roseville, California (the "**City**") acting on behalf of the City of Roseville Baseline at Sierra Vista Community Facilities District No. 1 (Public Facilities) (the "**District**") which, upon acceptance, will be binding upon the City and upon the Underwriter. This offer is made subject to acceptance of it by the City on the date hereof, and if not accepted will be subject to withdrawal by the Underwriter upon notice delivered to the City at any time prior to the acceptance hereof by the City.

The City acknowledges and agrees that: (i) the purchase and sale of the Bonds (defined below) pursuant to this Purchase Agreement is an arm's-length commercial transaction between the City and the Underwriter; (ii) in connection therewith and with the discussions, undertakings and procedures leading up to the consummation of such transaction, the Underwriter is and has been acting solely as principal and is not acting as a Municipal Advisor (as defined in Section 15B of the Securities Exchange Act of 1934, as amended); (iii) the Underwriter has not assumed an advisory or fiduciary responsibility in favor of the City with respect to the offering contemplated hereby or the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the City on other matters); and (iv) the City has consulted its own legal, financial and other advisors to the extent it has deemed appropriate for this transaction.

1. Purchase, Sale and Delivery of the Bonds.

(a) Subject to the terms and conditions and in reliance upon the representations, warranties and agreements set forth herein, the Underwriter agrees to purchase from the City, and the City agrees to sell to the Underwriter, all (but not less than all) of the City of Roseville Baseline at Sierra Vista Community Facilities District No. 1 (Public Facilities) Improvement Area No. 1 Special

Tax Bonds, Series 2021 (the "**Bonds**") in the aggregate principal amount specified in Exhibit A hereto. The Bonds shall be dated the Closing Date (hereinafter defined), and bear interest from said date (payable semiannually on March 1 and September 1 in each year, commencing March 1, 2022) at the rates per annum and maturing on the dates and in the amounts set forth in Exhibit A hereto. The purchase price for the Bonds shall be the amount specified as such in Exhibit A hereto.

(b) The Bonds shall be substantially in the form described in, shall be issued and secured under the provisions of, and shall be payable and subject to redemption as provided in, the Fiscal Agent Agreement dated as of _____ 1, 2021 (the "**Fiscal Agent Agreement**"), by and between the City and The Bank of New York Mellon Trust Company, N.A., as fiscal agent (the "**Fiscal Agent**"), approved by Resolution No. 21-__ adopted by the City Council of the City (the "**City Council**"), acting as the legislative body of the District, on _____, 2021 (the "**Resolution of Issuance**"). The Bonds and interest thereon will be payable from a special tax (the "**Special Tax**") levied and collected on the taxable land within the Improvement Area No. 1 of the District ("Improvement Area No. 1") in accordance with Resolution of Intention adopted by the City Council on October 7, 2020, and Resolution No. 20-__ adopted by the City Council on November 18, 2020 (together with the Resolution of Intention, the "**Resolution of Formation**"). Proceeds of the sale of the Bonds will be used in accordance with the Fiscal Agent Agreement and the Mello-Roos Community Facilities Act of 1982, as amended (Sections 53311 et seq. of the Government Code of the State of California) (the "**Law**"), to (i) finance the costs of the acquisition and/or construction of capital improvements; (ii) contribute an additional amount to the debt service reserve fund for the Bonds; (iii) fund capitalized interest on the Bonds; and (iv) pay the costs of issuing the Bonds. The Resolution of Issuance, the Resolution of Formation, and Ordinance No. ____, adopted by the City Council on _____, 2020, are collectively referred to herein as the "**District Resolutions**."

(c) At or prior to the acceptance hereof by the City, the City shall cause to be delivered to the Underwriter a 15c2-12 Certificate of the City, dated as of the date of this Purchase Agreement (the "**City Certificate**"), in substantially the form attached hereto as Exhibit B, with only such changes therein as shall have been accepted by the Underwriter.

(d) Subsequent to its receipt of the City Certificate deeming the Preliminary Official Statement for the Bonds, dated _____, 2021 (which Preliminary Official Statement, together with the cover page and all appendices thereto, is herein collectively referred to as the "**Preliminary Official Statement**"), final for purposes of Rule 15c2-12 of the Securities and Exchange Commission ("**Rule 15c2-12**"), the Underwriter has distributed copies of the Preliminary Official Statement. The City hereby ratifies the use by the Underwriter of the Preliminary Official Statement and authorizes the Underwriter to use and distribute the final Official Statement dated the date hereof (including all information previously permitted to have been omitted by Rule 15c2-12, and any supplements and amendments thereto as have been approved by the City as evidenced by the execution and delivery of such document by an officer of the City (the "**Official Statement**")), the Fiscal Agent Agreement, the Continuing Disclosure Certificate of the City (the "**City Disclosure Certificate**"), this Purchase Agreement and any other documents or contracts to which the City or the District is a party related to the Bonds, and all information contained therein, and all other documents, certificates and statements furnished by the City to the Underwriter in connection with the transactions contemplated by this Purchase Agreement, in connection with the offer and sale of the Bonds by the Underwriter. The Underwriter hereby agrees to deliver a copy of the Official Statement to the Municipal Securities Rulemaking City Council (the "**MSRB**") through the Electronic Municipal Marketplace Access website of the MSRB on or before the Closing Date and

otherwise to comply with all applicable statutes and regulations in connection with the offering and sale of the Bonds, including, without limitation, MSRB Rule G-32 and Rule 15c2-12.

(e) At 8:00 A.M., Pacific Daylight Time, on _____, 2021, or at such earlier time or date as shall be agreed upon by the Underwriter and the City (such time and date being herein referred to as the "**Closing Date**"), the City will deliver (i) to the Depository Trust Company in New York, New York, the Bonds in definitive form (all Bonds being in book-entry form registered in the name of Cede & Co. and having the CUSIP numbers assigned to them printed thereon), duly executed by the officers of the City, as provided in the Fiscal Agent Agreement, and (ii) to the Underwriter, at the offices of Jones Hall, A Professional Law Corporation, as bond counsel to the City ("**Bond Counsel**"), or at such other place as shall be mutually agreed upon by the City and the Underwriter, the other documents herein mentioned; and the Underwriter shall accept such delivery and pay the purchase price of the Bonds in immediately available funds (such delivery and payment being herein referred to as the "**Closing**"). Notwithstanding the foregoing, the Underwriter may, in their discretion, accept delivery of the Bonds in temporary form upon making arrangements with the City which are satisfactory to the Underwriter relating to the delivery of the Bonds in definitive form.

2. Public Offering and Establishment of Issue Price.

(a) The Underwriter agrees to make a bona fide public offering of the Bonds at the initial public offering price or prices set forth on the inside cover page of the Final Official Statement (as defined herein) and in Exhibit A hereto and subject Section 2(c) and 2(d) hereof, the Underwriter reserves the right to change such initial public offering prices as the Underwriter deems necessary or desirable, in its sole discretion, in connection with the marketing of the Bonds, and to sell the Bonds to certain dealers (including dealers depositing the Bonds into investment trusts) and others at prices lower than the initial offering prices set forth in the Final Official Statement. A "**bona fide public offering**" shall include an offering to institutional investors or registered investment companies, regardless of the number of such investors to which the Bonds are sold.

(b) The Underwriter agrees to assist the City in establishing the issue price of the Bonds and shall execute and deliver to the City at Closing (defined below) an "**issue price**" or similar certificate, together with copies of supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit I, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the City and Bond Counsel to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds. All actions to be taken by the City under this section to establish the issue price of the Bonds may be taken on behalf of the City by the City's municipal advisor, Hilltop Securities Inc. (the "**Municipal Advisor**"), and any notice or report to be provided to the City may be provided to the City's Municipal Advisor.

(c) [Except as otherwise set forth in Exhibit A attached hereto,] the City will treat the first price at which 10% of each maturity of the Bonds (the "**10% test**"), identified under the column "10% Test Used" in Exhibit A, is sold to the public as the issue price of that maturity. At or promptly after the execution of this Purchase Agreement, the Underwriter shall report to the City the price or prices at which it has sold to the public each maturity of Bonds. If at that time the 10% test has not been satisfied as to any maturity of the Bonds, the Underwriter agrees to promptly report to the City the prices at which it sells the unsold Bonds of that maturity to the public. That reporting obligation shall continue, whether or not the Closing Date has occurred, until either (i) the Underwriter has sold all Bonds of that maturity or (ii) the 10% test has been satisfied as to the Bonds

of that maturity, provided that, the Underwriter's reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the City or Bond Counsel. For purposes of this section, if Bonds mature on the same date but have different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of the Bonds.

(d) [The Underwriter confirms that it has offered the Bonds to the public on or before the date of this Purchase Agreement at the offering price or prices (the "**initial offering price**"), or at the corresponding yield or yields, set forth in Exhibit A attached hereto, except as otherwise set forth therein. Exhibit A also sets forth, identified under the column "Hold the Offering Price Rule Used," as of the date of this Purchase Agreement, the maturities, if any, of the Bonds for which the 10% test has not been satisfied and for which the City and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the City to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "**hold-the-offering-price rule**"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following.

(1) the close of the fifth (5th) business day after the sale date; or

(2) the date on which the Underwriter has sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter will advise the City promptly after the close of the fifth (5th) business day after the sale date whether it has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.]

(e) The Underwriter confirms that:

(1) any selling group agreement and any third-party distribution agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(A) (i) to report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter that the 10% test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter, and (ii) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter,

(B) to promptly notify the Underwriter of any sales of Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below), and

(C) to acknowledge that, unless otherwise advised by the dealer or broker-dealer, the Underwriter shall assume that each order submitted by the dealer or broker-dealer is a sale to the public.

(2) any selling group agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter or the dealer that the 10% test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter or the dealer, and (B) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter or the dealer and as set forth in the related pricing wires.

(f) The City acknowledges that, in making the representations set forth in this section, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a third-party distribution agreement was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The City further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds.

(g) The Underwriter acknowledges that sales of any Bonds to any person that is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(1) "**public**" means any person other than an underwriter or a related party;

(2) "**underwriter**" means (A) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public

(including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the public); and

(3) a purchaser of any of the Bonds is a "**related party**" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other)[; and

(4) "**sale** date" means the date of execution of this Purchase Agreement by the City and the Underwriter].

3. Representations, Warranties and Agreements of the City. The City represents, warrants and covenants to and agrees with the Underwriter that:

(a) The City is a municipal corporation and charter city duly organized and existing under the laws of the State of California (the "**State**") and has duly authorized the formation of the District pursuant to the Resolution of Formation and the Law. The City Council, as the legislative body of the District, has duly adopted the District Resolutions, and has caused to be recorded in the real property records of Placer County a Notice of Special Tax Lien (the "**Notice of Special Tax Lien**") (such District Resolutions and Notice of Special Tax Lien being collectively referred to herein as the "**Formation Documents**"). Each of the Formation Documents remains in full force and effect as of the date hereof and has not been amended. The District is duly organized and validly existing as a community facilities district under the laws of the State of California. The City has, and at the Closing Date will have, as the case may be, full legal right, power and authority (i) to execute, deliver and perform its obligations under this Purchase Agreement and the City Disclosure Certificate, and to carry out all transactions on its part contemplated by each of such agreements, (ii) to issue, sell and deliver the Bonds to the Underwriter pursuant to the Resolution of Issuance and the Fiscal Agent Agreement as provided herein, and (iii) to carry out, give effect to and consummate the transactions on its part contemplated by the Formation Documents and by the Fiscal Agent Agreement, this Purchase Agreement, and the City Disclosure Certificate (collectively, the "**District Documents**") and the Official Statement.

(b) The City has complied, and will at the Closing Date be in compliance, in all material respects, with the Formation Documents and the District Documents, and any immaterial compliance by the City, if any, will not impair the ability of the City to carry out, give effect to or consummate the transactions on its part contemplated by the foregoing. From and after the date of issuance of the Bonds, the City will continue to comply with the covenants of the City contained in the District Documents that are applicable to such time period.

(c) The City Council has duly and validly: (i) adopted the District Resolutions, (ii) called, held and conducted in accordance with all requirements of the Law elections within Improvement Area No. 1 to approve the levy of the Special Tax within Improvement Area No. 1 and

the issuance of the Bonds and recorded the Notice of Special Tax Lien which established a continuing lien on the land within Improvement Area No. 1 securing the payment of the Special Tax, (iii) authorized and approved the execution, delivery and due performance by the City for the District of the Bonds and the District Documents, (iv) authorized the preparation, delivery and distribution of the Preliminary Official Statement and the Official Statement, and (v) authorized and approved the performance by the City of its obligations contained in, and the taking of any and all action as may be necessary to carry out, give effect to and consummate the transactions on its part contemplated by, each of the District Documents (including, without limitation, the collection of the Special Tax), the Bonds and the Official Statement and at the Closing Date, the Formation Documents will be in full force and effect and the District Documents and the Bonds will constitute the valid, legal and binding obligations of the City for the District and (assuming due authorization, execution and delivery by other parties thereto, where necessary) will be enforceable upon the City in accordance with their respective terms, subject to bankruptcy, insolvency, reorganization, moratorium and other laws affecting the enforcement of creditors' rights in general and to the application of equitable principles if equitable remedies are sought.

(d) To the best of the City's knowledge, neither the District nor the City is in breach of or default under any applicable law or administrative rule or regulation of the State or the United States, or of any department, division, agency or instrumentality thereof, or under any applicable court or administrative decree or order, or under any loan agreement, note, resolution, trust agreement, contract, agreement or other instrument to which the District or the City is a party or is otherwise subject or bound, a consequence of which would be to materially and adversely affect the performance by the District or the City of their obligations under the Bonds, the Formation Documents or the District Documents, and compliance with the provisions of each thereof will not conflict with or constitute a breach of or default under any applicable law or administrative rule or regulation of the State or the United States, or of any department, division, agency or instrumentality thereof, or under any applicable court or administrative decree or order, or a material breach of or default under any loan agreement, note, resolution, trust agreement, contract, agreement or other instrument to which the District or the City, as the case may be, is a party or is otherwise subject or bound.

(e) Except for compliance with the blue sky or other states securities law filings, as to which the City makes no representations, all approvals, consents, authorizations, elections and orders of or filings or registrations with any State governmental authority, board, agency or commission having jurisdiction which would constitute a condition precedent to, or the absence of which would materially adversely affect, the performance by the City of its obligations hereunder, or under the Formation Documents or the District Documents, have been obtained and are in full force and effect.

(f) The Special Tax constituting the security for the Bonds has been duly and lawfully authorized and may be levied under the Law, the State Constitution and the applicable laws of the State, and the Special Tax, when levied, will constitute a valid and legally binding continuing lien on the properties on which it has been levied.

(g) The City shall not supplement or amend the Official Statement or cause the Official Statement to be supplemented or amended without the prior written consent of the Underwriter. Until the date which is twenty-five (25) days after the "end of the underwriting period" (as hereinafter defined), if any event shall occur of which the City is aware, as a result of which it may be necessary to supplement the Official Statement in order to make the statements in the Official

Statement, in light of the circumstances existing at such time, not misleading, the City shall forthwith notify the Underwriter of any such event of which it has knowledge and shall cooperate fully in furnishing any information available to it for any supplement to the Official Statement necessary, in the Underwriter's opinion, so that the statements therein as so supplemented will not be misleading in light of the circumstances existing at such time and the City shall promptly furnish to the Underwriter a reasonable number of copies of such supplement. As used herein, the term "**end of the underwriting period**" means the later of such time as (i) the City delivers the Bonds to the Underwriter, or (ii) the Underwriter do not retain, directly or as a member of an underwriting syndicate, an unsold balance of the Bonds for sale to the public. Unless the Underwriter gives notice to the contrary, the "end of the underwriting period" shall be deemed to be the Closing Date. Any notice delivered pursuant to this provision shall be written notice delivered to the City at or prior to the Closing Date, and shall specify a date (other than the Closing Date) to be deemed the "end of the underwriting period."

(h) The Fiscal Agent Agreement creates a valid pledge of the Special Tax Revenues (as defined in the Fiscal Agent Agreement) and the moneys deposited in the Bond Fund and the Reserve Fund established pursuant to the Fiscal Agent Agreement, including the investments thereof, subject in all cases to the provisions of the Fiscal Agent Agreement permitting the application thereof for the purposes and on the terms and conditions set forth therein. Until such time as moneys have been set aside in an amount sufficient to pay all then outstanding Bonds at maturity or to the date of redemption if redeemed prior to maturity, plus unpaid interest thereon to maturity or to the date of redemption if redeemed prior to maturity, and premium, if any, the City will faithfully perform and abide by all of its covenants and undertakings, and the provisions contained in the Fiscal Agent Agreement.

(i) Except as disclosed in the Preliminary Official Statement, no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body is pending with respect to which the City has been served with process or, to the best knowledge of the City, threatened (i) which would materially adversely affect the ability of either the City or the District to perform their obligations under the Bonds, the Formation Documents or the District Documents, or (ii) seeking to restrain or to enjoin the issuance, sale or delivery of the Bonds, the application of the proceeds thereof in accordance with the Fiscal Agent Agreement, or the collection or application of the Special Tax pledged or to be pledged to pay the principal of and interest on the Bonds, or the pledge thereof, or in any way contesting or affecting the validity or enforceability of the Bonds, the Formation Documents, the District Documents, or any action contemplated by any of said documents, or (iii) in any way contesting the completeness or accuracy of the Official Statement or the powers or authority of the City or the District with respect to the Bonds, the Formation Documents, the District Documents, or any action of the City or the District contemplated by any of said documents; nor is there any action pending with respect to which the City has been served with process or, to the best knowledge of the City, threatened against the City or the District which alleges that interest on the Bonds is not excludable from gross income for federal income tax purposes or is not exempt from California personal income taxation, or (iv) which would affect or restrain the ability of the owners of property within the District to develop their property as described in the Preliminary Official Statement.

(j) The City will furnish such information, execute such instruments and take such other action in cooperation with the Underwriter as the Underwriter may reasonably request in order for the Underwriter to qualify the Bonds for offer and sale under the "Blue Sky" or other securities laws and regulations of such states and other jurisdictions of the United States as the

Underwriter may designate; provided, however, the City shall not be required to register as a dealer or a broker of securities or to consent to service of process in connection with any blue sky filing.

(k) Any certificate signed by any official of the City authorized to do so and delivered to the Underwriter in connection with the Bonds or this Purchase Agreement shall be deemed a representation and warranty to the Underwriter as to the statements made therein.

(l) The City will apply the proceeds of the Bonds in accordance with the Fiscal Agent Agreement as described in the Official Statement.

(m) The information contained in the Preliminary Official Statement (other than under the captions "THE BONDS — Description of the Bonds" as they relate to DTC and the Book-Entry Only System, "THE DISTRICT—[_____]," "OWNERSHIP OF PROPERTY WITHIN THE DISTRICT" and in Appendix G thereto, as to which no view is expressed) was as of the date thereof, and the information contained in the Official Statement (other than under the captions "THE BONDS — Description of the Bonds" as they relate to DTC and the Book-Entry Only System, "THE DISTRICT—[_____]," "OWNERSHIP OF PROPERTY WITHIN THE DISTRICT" and in Appendix G thereto, as to which no view is expressed) as of its date and on the Closing Date shall be, true and correct in all material respects and such information does not and shall not contain any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(n) The Preliminary Official Statement heretofore delivered to the Underwriter has been deemed final by the City as of its date, except for the omission of such information as is permitted to be omitted in accordance with paragraph (b)(1) of Rule 15c2-12. The City hereby covenants and agrees that, within seven (7) business days from the date hereof, the City shall cause a final printed form of the Official Statement to be delivered to the Underwriter in a quantity mutually agreed upon by the Underwriter and the City so that the Underwriter may comply with paragraph (b)(4) of Rule 15c2-12 and Rules G-12, G-15, G-32 and G-36 of the Municipal Securities Rulemaking Board.

(o) Except as otherwise disclosed in the Preliminary Official Statement, the City is, and has always been, in material compliance with respect to all reporting obligations in the last five years that it has undertaken under Rule 15c2-12 for all indebtedness issued by the City.

(p) Except as otherwise disclosed in the Preliminary Official Statement, the Formation Documents have not been amended, terminated, rescinded or modified.

(q) The City shall not voluntarily undertake any course of action inconsistent with satisfaction of the requirements applicable to the City as set forth in this Purchase Agreement.

(r) The City shall cooperate with the Underwriter in the qualification of the Bonds for offering and sale and the determination of their eligibility for investment under the laws of such jurisdictions as the Underwriter may designate.

(s) The City shall not knowingly take or omit to take any action that, under existing law, may adversely affect the exemption from state income taxation or the exclusion from gross income for federal income tax purposes of the interest on the Bonds.

4. Conditions to the Obligations of the Underwriter. The obligations of the Underwriter to accept delivery of and pay for the Bonds on the Closing Date shall be subject, at the option of the Underwriter, to the accuracy in all material respects of the representations and warranties of the City contained herein, as of the date hereof and as of the Closing Date, to the accuracy in all material respects of the statements of the officers and other officials of the City made in any certificates or other documents furnished pursuant to the provisions hereof, to the performance by the City of its obligations to be performed hereunder at or prior to the Closing Date and to the following additional conditions:

(a) At the Closing Date, the Formation Documents and the District Documents shall be in full force and effect, and shall not have been amended, modified or supplemented, except as may have been agreed to in writing by the Underwriter, and there shall have been taken in connection therewith, with the issuance of the Bonds and with the transactions contemplated thereby and by this Purchase Agreement, all such actions as, in the opinion of Bond Counsel, and Stradling Yocca Carlson & Rauth, a Professional Corporation ("**Stradling**"), counsel to the Underwriter, shall be necessary and appropriate;

(b) The information contained in the Official Statement will, as of the Closing Date and as of the date of any supplement or amendment thereto pursuant to Section 3(g) hereof, be true and correct in all material respects and will not, as of the Closing Date or as of the date of any supplement or amendment thereto pursuant to Section 3(g) hereof, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(c) Between the date hereof and the Closing Date, the market price or marketability of the Bonds at the initial offering prices set forth in the Official Statement shall not have been materially adversely affected, in the judgment of the Underwriter (evidenced by a written notice to the City terminating the obligation of the Underwriter to accept delivery of and pay for the Bonds), by reason of any of the following:

(1) legislation introduced in or enacted (or resolution passed) by the Congress of the United States of America or recommended to the Congress by the President of the United States, the Department of the Treasury, the Internal Revenue Service, or any member of Congress, or favorably reported for passage to either House of Congress by any committee of such House to which such legislation had been referred for consideration or a decision rendered by a court established under Article III of the Constitution of the United States of America or by the Tax Court of the United States of America, or an order, ruling, regulation (final, temporary or proposed), press release or other form of notice issued or made by or on behalf of the Treasury Department or the Internal Revenue Service of the United States of America, with the purpose or effect, directly or indirectly, of imposing federal income taxation upon the interest that would be received by the owners of the Bonds beyond the extent to which such interest is subject to taxation as of the date hereof;

(2) legislation introduced in or enacted (or resolution passed) by the Congress of the United States of America, or an order, decree or injunction issued by any court of competent jurisdiction, or an order, ruling, regulation (final, temporary or proposed), press release or other form of notice issued or made by or on behalf of the Securities and Exchange Commission (the "**SEC**"), or any other governmental

agency having jurisdiction of the subject matter, to the effect that obligations of the general character of the Bonds, or the Bonds are not exempt from registration under or other requirements of the Securities Act of 1933, as amended, or that the Fiscal Agent Agreement is not exempt from qualification under or other requirements of the Trust Indenture Act of 1939, as amended, or that the issuance, offering or sale of obligations of the general character of the Bonds, or of the Bonds, as contemplated hereby or by the Official Statement or otherwise is or would be in violation of the federal securities laws, rules or regulations as amended and then in effect;

(3) any amendment to the federal or California Constitution or action by any federal or California court, legislative body, regulatory body or other authority materially adversely affecting the tax status of the City or the District, their property, income or securities (or interest thereon), the validity or enforceability of the Special Tax as contemplated by the Formation Documents, the District Documents or the Official Statement;

(4) any event occurring, or information becoming known, which, in the judgment of the Underwriter, makes untrue in any material respect any statement or information contained in the Preliminary Official Statement or the Official Statement, or results in the Preliminary Official Statement or the Official Statement containing any untrue statement of a material fact or omitting to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(5) the declaration of war or the escalation of, or engagement in, military hostilities by the United States or the occurrence of any other national or international emergency or calamity relating to the effective operation of the government of, or the financial community in, the United States which, in the judgment of the Underwriter, makes it impracticable or inadvisable to proceed with the offering or the delivery of the Bonds on the terms and in the manner contemplated in the Preliminary Official Statement or the Official Statement;

(6) the declaration of a general banking moratorium by federal, State of New York or State of California authorities, or the general suspension of trading on any national securities exchange or minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices for securities shall have been required and be in force on the New York Stock Exchange or other national securities exchange, whether by virtue of determination by that exchange or by order of the SEC or any other governmental authority having jurisdiction that, in the Underwriter's reasonable judgment, makes it impracticable for the Underwriter to market the Bonds or enforce contracts for the sale of the Bonds;

(7) the imposition by the New York Stock Exchange or other national securities exchange, or any governmental authority, of any material restrictions not now in force with respect to the Bonds or obligations of the general character of the Bonds or securities generally, or the material increase of any such restrictions now in force, including those relating to the extension of credit by, or the charge to the net capital requirements of, the Underwriter;

(8) the entry of an order by a court of competent jurisdiction which enjoins or restrains the City from issuing permits, licenses or entitlements within Improvement Area No. 1 or which order, in the reasonable opinion of the Underwriter, otherwise materially and adversely affects proposed development of property within Improvement Area No. 1;

(9) a material disruption in securities settlement, payment or clearance services affecting the Bonds shall have occurred;

(10) there shall have been any material adverse change in the affairs of the City that in the Underwriter's reasonable judgment will materially adversely affect the market for the Bonds or the ability of the Underwriter to enforce contracts for the sale of the Bonds;

(11) there shall be established any new restriction on transactions in securities materially affecting the free market for securities (including the imposition of any limitation on interest rates) or the extension of credit by, or a change to the net capital requirements of, underwriters established by the New York Stock Exchange, the SEC, any other federal or State agency or the Congress of the United States, or by Executive Order;

(12) a stop order, release, regulation, or no-action letter by or on behalf of the SEC or any other governmental agency having jurisdiction of the subject matter shall have been issued or made to the effect that the issuance, offering, or sale of the Bonds, including all the underlying obligations as contemplated hereby or by the Official Statement, or any document relating to the issuance, offering or sale of the Bonds is or would be in violation of any provision of the federal securities laws at the Closing Date, including the Securities Act, the Exchange Act, and the Trust Indenture Act of 1939, as amended; or

(13) filing of or threat of litigation of the type described in Section 2(i) hereof.

(d) On the Closing Date, the Underwriter shall have received counterpart originals or certified copies of the following documents, in each case satisfactory in form and substance to the Underwriter:

(1) The Formation Documents and the District Documents, together with a certificate dated as of the Closing Date of the City Clerk of the City to the effect that each Formation Document is a true, correct and complete copy of the one duly adopted by the City Council;

(2) The Official Statement;

(3) An approving opinion for the Bonds, dated the Closing Date and addressed to the City, of Bond Counsel, in the form attached to the Preliminary Official Statement as Appendix D, and an unqualified letter of such counsel, dated the Closing Date and addressed to the Underwriter, to the effect that such approving

opinion addressed to the City may be relied upon by the Underwriter to the same extent as if such opinion was addressed to it;

(4) A supplemental opinion, dated the Closing Date and addressed to the Underwriter, of Bond Counsel, to the effect that (i) this Purchase Agreement and the City Disclosure Certificate have been duly authorized, executed and delivered by the City, and, assuming such agreements constitute a valid and binding obligation of the other respective parties thereto, constitute the legally valid and binding agreements of the City for the District enforceable in accordance with their respective terms, except as enforcement may be limited by bankruptcy, moratorium, insolvency or other laws affecting creditor's rights or remedies and may be subject to general principles of equity (regardless of whether such enforceability is considered in equity or at law); (ii) the Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Fiscal Agent Agreement is exempt from qualification under the Trust Indenture Act of 1939, as amended; and (iii) the information contained in the Official Statement on the cover and under the captions "INTRODUCTION," "THE BONDS" (other than information relating to DTC and its Book-Entry Only System), "SECURITY FOR THE BONDS," "LEGAL OPINION," "TAX MATTERS" and Appendices D and F thereof is accurate, insofar as such information purports to summarize or replicate certain provisions of the Law, the Bonds and the Fiscal Agent Agreement and the exclusion from gross income for federal income tax purposes and exemption from State of California personal income taxes of interest on the Bonds;

(5) An opinion, dated the Closing Date and addressed to the Underwriter, of Stradling, as counsel for the Underwriter, in form and substance acceptable to the Underwriter;

(6) A certificate or certificates, dated the Closing Date and signed by an authorized officer of the City, ratifying the use and distribution by the Underwriter of the Preliminary Official Statement and the Official Statement in connection with the offering and sale of the Bonds; and certifying that (i) the representations and warranties of the City contained in Section 3 hereof are true and correct in all material respects on and as of the Closing Date with the same effect as if made on the Closing Date; (ii) to the best of his or her knowledge, no event has occurred since the date of the Official Statement affecting the matters contained therein which should be disclosed in the Official Statement for the purposes for which it is to be used in order to make the statements and information contained in the Official Statement not misleading in any material respect, and the Bonds, the Formation Documents and the District Documents conform as to form and tenor to the descriptions thereof contained in the Official Statement; and (iii) the City has complied with all the agreements and satisfied all the conditions on its part to be performed or satisfied under the Formation Documents, the District Documents and the Official Statement at or prior to the Closing Date;

(7) An opinion, dated the Closing Date and addressed to the Underwriter, of the City Attorney, to the effect that (i) to its current actual knowledge and except as disclosed in the Official Statement, no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public

board or body is pending with respect to which the City has been served with process or is known to such counsel to be threatened, as to which the City is or would be a party, which would materially adversely affect the ability of the City or the District to perform their obligations under the Bonds, the Formation Documents or the District Documents, or which seeks to restrain or enjoin the issuance, sale and delivery of the Bonds or exclusion from gross income for federal income tax purposes or State of California personal income taxes of interest on the Bonds, or the application of the proceeds thereof in accordance with the Fiscal Agent Agreement, or the collection or application of the Special Tax to pay the principal of and interest on the Bonds, or which in any way contests or affects the validity or enforceability of the Bonds, the Formation Documents or the District Documents or the accuracy of the Official Statement, or any action of the City contemplated by any of said documents or the development of property within the District; (ii) the City is duly organized and validly existing as a public entity under the laws of the State of California and the District is duly organized and validly existing as a community facilities district under the laws of the State of California, and the City has full legal right, power and authority to issue the Bonds and to perform all of its obligations under the Formation Documents and the District Documents; (iii) the City has obtained all approvals, consents, authorizations, elections and orders of or filings or registrations with any State governmental authority, board, agency or commission having jurisdiction which constitute a condition precedent to the levy of the Special Tax, the issuance of the Bonds or the performance by the City of its obligations thereunder or under the Fiscal Agent Agreement, except that no opinion need be expressed regarding compliance with blue sky or other securities laws or regulations, whatsoever; (iv) the City Council has duly and validly adopted the Formation Documents at meetings of the City Council which were called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting throughout, and the Formation Documents are now in full force and effect and have not been amended; and (v) the City has duly authorized, executed and delivered the District Documents and the Bonds and has duly authorized the preparation and delivery of the Official Statement;

(8) One or more certificates dated the Closing Date from Willdan Financial Services (the "**Special Tax Consultant**") addressed to the City and the Underwriter to the effect that (i) the amount of the Special Taxes that could be levied in each Fiscal Year on all Parcels (as defined in the Rate and Method of Apportionment of Special Tax for Improvement Area No. 1) of [Taxable Property in Improvement Area No. 1 less Administrative Expenses (as defined in the Rate and Method of Apportionment of Special Tax for Improvement Area No. 1) of 1%, is at least one hundred ten percent (110%) of the total Annual Debt Service for each such Fiscal Year on the Bonds and any Additional Bonds, based upon estimated annual maximum special tax amounts assuming all taxable District Parcels were built out as of April 30, 2021] and (ii) all information supplied by the Special Tax Consultant for use in the Official Statement is true and correct as of the date of the Official Statement and as of the Closing Date;

(9) A certificate of the City dated the Closing Date, in a form acceptable to Bond Counsel, to the effect that the Bonds are not arbitrage bonds within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended;

(10) A certificate of the Fiscal Agent and an opinion of counsel to the Fiscal Agent dated the Closing Date and addressed to the City and the Underwriter to the effect that the Fiscal Agent has authorized the execution and delivery of the Fiscal Agent Agreement and that the Fiscal Agent Agreement is a valid and binding obligation of the Fiscal Agent enforceable in accordance with its terms;

(11) A Certificate of [DF Properties, Inc., a California corporation] ("**DF Properties**") dated the date of the Preliminary Official Statement, substantially in the form attached as Exhibit D hereto (the "**DF Properties Certificate**") or as such certificate may be modified with the approval of the Underwriter and Stradling, and a closing certificate of DF Properties dated the Closing Date, to the effect that the representations in the DF Properties Certificate are true and correct as of the Closing Date (except that all references to the Preliminary Official Statement in the DF Properties Certificate shall be deemed references to the final Official Statement);

(12) A continuing disclosure certificate executed by DF Properties, Inc. in the form attached in Appendix E to the Preliminary Official Statement (the "**DF Properties Continuing Disclosure Certificate**");

(13) An opinion letter from counsel to DF Properties, dated the Closing Date and addressed to the City and the Underwriter, substantially in the form attached hereto as Exhibit F;

(14) A Certificate of John Mourier Construction, Inc. ("**John Mourier**") dated the date of the Preliminary Official Statement, substantially in the form attached as Exhibit E hereto (the "**John Mourier Certificate**") or as such certificate may be modified with the approval of the Underwriter and Stradling, and a closing certificate of John Mourier dated the Closing Date, to the effect that the representations in the John Mourier Certificate are true and correct as of the Closing Date (except that all references to the Preliminary Official Statement in the John Mourier Certificate shall be deemed references to the final Official Statement);

(15) A continuing disclosure certificate executed by John Mourier in the form attached in Appendix E to the Preliminary Official Statement (the "**John Mourier Continuing Disclosure Certificate**")

(16) An opinion letter from counsel to John Mourier, dated the Closing Date and addressed to the City and the Underwriter, substantially in the form attached hereto as Exhibit G;

(17) G-17 letter from the Underwriter acknowledged by the City;

(18) A letter of Jones Hall, A Professional Law Corporation, as disclosure counsel to the City ("**Disclosure Counsel**"), addressed to the Underwriter and the City, to the effect that nothing has come to such counsel's attention that would lead them to believe that the Preliminary Official Statement, as of its date, and the Official Statement, as of its date and as of the Closing Date (but excluding therefrom the appendices thereto, financial statements and statistical data, and information regarding The Depository Trust Company and its book-entry system, as to which no

opinion need be expressed), contained or contains an untrue statement of a material fact or omitted or omits to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(19) A certificate from Integra Realty Resources (the "**Appraiser**") consenting to the inclusion of their appraisal report (the "**Appraisal**") in the Preliminary Official Statement and the final Official Statement and certifying that (i) the information in the Official Statement relating to the Appraisal does not contain an untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading and (ii) since the date of the Appraisal they are not aware of any facts that would materially affect the conclusions of value set forth therein;

(20) Such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably request to evidence the truth and accuracy, as of the date hereof and as of the Closing Date, of the statements and information contained in the Preliminary Official Statement and the Official Statement, of the City's representations and warranties contained herein and the due performance or satisfaction by the City at or prior to the Closing of all agreements then to be performed and all conditions then to be satisfied by the City and the District in connection with the transactions contemplated hereby and by the Official Statement.

If the City shall be unable to satisfy the conditions to the obligations of the Underwriter to purchase, accept delivery of and pay for the Bonds contained in this Purchase Agreement, or if the obligations of the Underwriter to purchase, accept delivery of and pay for the Bonds shall be terminated for any reason permitted by this Purchase Agreement, this Purchase Agreement shall terminate and neither the Underwriter nor the City shall be under any further obligation hereunder, except that the respective obligations of the City and the Underwriter set forth in Section 5, Section 6 and Section 8 hereof shall continue in full force and effect.

5. Conditions of the City's Obligations. The City's obligations hereunder are subject to the Underwriter's performance of its obligations hereunder, and are also subject to the following conditions:

(a) As of the Closing Date, no litigation shall be pending or, to the knowledge of the duly authorized officer of the City executing the certificate referred to in Section 4(d)(6) hereof, threatened, to restrain or enjoin the issuance or sale of the Bonds or in any way affecting any authority for or the validity of the Bonds, the Formation Documents, the District Documents or the existence or powers of the City or the District; and

(b) As of the Closing Date, the City shall receive the approving opinion of Bond Counsel referred to in Section 4(d)(3) hereof, dated as of the Closing Date.

6. Expenses. Whether or not the Bonds are delivered to the Underwriter as set forth herein:

(a) The Underwriter shall be under no obligation to pay, and the City shall pay or cause to be paid (out of any legally available funds of the District) all expenses incident to the performance of the City's obligations hereunder, including, but not limited to, the cost of printing, engraving and delivering the Bonds to the Underwriter, the cost of preparation, printing, distribution and delivery of the Fiscal Agent Agreement, the Preliminary Official Statement, the Official Statement and all other agreements and documents contemplated hereby (and drafts of any thereof) in such reasonable quantities as requested by the Underwriter; and the fees and disbursements of the Municipal Advisor, the Special Tax Consultant, the Fiscal Agent, Bond Counsel, Disclosure Counsel and Lumesis and any accountants, engineers or any other experts or consultants the City has retained in connection with the Bonds; and

(b) The City shall be under no obligation to pay, and the Underwriter shall pay, any fees of the California Debt and Investment Advisory Commission, the cost of preparation of any "blue sky" or legal investment memoranda and this Purchase Agreement; expenses to qualify the Bonds for sale under any "blue sky" or other state securities laws; and all other expenses incurred by the Underwriter in connection with its public offering and distribution of the Bonds (except those specifically enumerated in paragraph (a) of this section), including the fees and disbursements of its counsel and any advertising expenses.

7. Notices. Any notice or other communication to be given to the City under this Purchase Agreement may be given by delivering the same in writing to the City at 311 Vernon Street, Roseville, California 95678, Attention: City Manager; and any notice or other communication to be given to the Underwriter under this Purchase Agreement may be given by delivering the same in writing to Stifel, Nicolaus & Company, Incorporated, One Montgomery Street, 35th Floor, San Francisco, California 94104, Attention: Eileen Gallagher, Director.

8. Parties in Interest. This Purchase Agreement is made solely for the benefit of the City, the District and the Underwriter (including their successors or assigns), and no other person shall acquire or have any right hereunder or by virtue hereof.

9. Survival of Representations and Warranties. The representations and warranties of the City set forth in or made pursuant to this Purchase Agreement shall not be deemed to have been discharged, satisfied or otherwise rendered void by reason of the Closing or termination of this Purchase Agreement and regardless of any investigations made by or on behalf of the Underwriter (or statements as to the results of such investigations) concerning such representations and statements of the City and regardless of delivery of and payment for the Bonds.

10. Effective. This Purchase Agreement shall become effective and binding upon the respective parties hereto upon the execution of the acceptance hereof by the City and shall be valid and enforceable as of the time of such acceptance.

11. No Prior Agreements. This Purchase Agreement supersedes and replaces all prior negotiations, agreements and understandings between the parties hereto in relation to the sale of Bonds for the City.

12. Governing Law. This Purchase Agreement shall be governed by the laws of the State applicable to contracts made and performed in the State.

13. Counterparts. This Purchase Agreement may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

Very truly yours,

STIFEL, NICOLAUS & COMPANY,
INCORPORATED, as Underwriter

By: _____
Managing Director

ACCEPTED:

CITY OF ROSEVILLE, CALIFORNIA, for and on behalf of the City's Baseline at Sierra Vista Community Facilities District No. 1 (Public Facilities)

By: _____
City Manager

Time: ____p.m.

EXHIBIT A

MATURITY SCHEDULE

CITY OF ROSEVILLE
BASELINE AT SIERRA VISTA COMMUNITY FACILITIES DISTRICT NO. 1
(PUBLIC FACILITIES)
IMPROVEMENT AREA NO. 1
SPECIAL TAX BONDS
SERIES 2021

Maturity Date (September 1)	*Principal Amount*	*Interest Rate*	*Yield*	*Price*	*10% Test Used*	*Hold the Offering Price Used*
	$	%	%			

[C Priced to the optional redemption date of September 1, 20__ at ___%.]
[T Term Bond.]

The purchase price of the Bonds shall be $_____, which is the principal amount thereof ($_____) [plus][less] [net] original issue [premium][discount] of $_____ and less Underwriter's discount of $_____.

Optional Redemption. The 2021 Bonds are subject to optional redemption from any source of available funds (other than Prepayments of the Special Tax by property owners), in whole or in part among maturities as specified by the City and by lot within a maturity, on any date on and after September 1, 20__ at the following respective redemption prices (expressed as percentages of the principal amount of the 2021 Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

Redemption Dates	Redemption Price
September 1, 20__ through August 31, 20__	103%
September 1, 20__ through August 31, 20__	102
September 1, 20__ through August 31, 20__	101
September 1, 20__ and any date thereafter	100

Mandatory Redemption From Prepayments. The 2021 Bonds are subject to mandatory redemption from Prepayments of the Special Tax by property owners, in whole or in part among maturities of the 2021 Bonds and any Additional Bonds, as specified by the City, and by lot within a maturity, on any Interest Payment Date at the following respective redemption prices (expressed as percentages of the principal amount of the 2021 Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

Redemption Dates	Redemption Price
Interest Payment Dates through and including March 1, 20__	103%
September 1, 20__ and March 1, 20__	102
September 1, 20__ and March 1, 20__	101
September 1, 20__ and any Interest Payment Date thereafter	100

Mandatory Sinking Fund Redemption. The Term 2021 Bonds maturing September 1, 20__ and September 1, 20__ are subject to mandatory sinking payment redemption in part by lot, at a redemption price equal to 100% of the principal amount thereof to be redeemed, without premium, in the aggregate respective principal amounts as set forth in the following tables:

Term 2021 Bonds Maturing September 1, 20__

Mandatory Redemption Date (Sept. 1)	Sinking Fund Payment
(maturity)	

Term 2021 Bonds Maturing September 1, 20__

Mandatory Redemption Date (Sept. 1)	Sinking Fund Payment
(maturity)	

The amounts in the foregoing tables will be reduced pro rata, in order to maintain substantially uniform debt service, as a result of any prior partial optional redemption or mandatory redemption of the 2021 Bonds.

EXHIBIT B

CITY OF ROSEVILLE
BASELINE AT SIERRA VISTA COMMUNITY FACILITIES DISTRICT NO. 1
(PUBLIC FACILITIES)
IMPROVEMENT AREA NO. 1
SPECIAL TAX BONDS
SERIES 2021

RULE 15c2-12 CERTIFICATE

The undersigned hereby certifies and represents that he is the Assistant City Manager/Chief Financial Officer of the City of Roseville, California (the "**City**"), and, as such, is duly authorized to execute and deliver this certificate and further hereby certifies that:

(1) this certificate is being delivered in connection with the sale and issuance of the City of Roseville Baseline at Sierra Vista Community Facilities District No. 1 (Public Facilities) Improvement Area No. 1 Special Tax Bonds, Series 2021 (the "**Bonds**") in order to enable the underwriter of the Bonds to comply with Rule 15c2-12 promulgated under the Securities Exchange Act of 1934, as amended (the "**Rule**");

(2) in connection with the sale and issuance of the Bonds, there has been prepared a Preliminary Official Statement dated _____, 2021 setting forth information concerning the Bonds and the City of Roseville Baseline at Sierra Vista Community Facilities District No. 1 (Public Facilities) (the "**Preliminary Official Statement**"); and

(3) except for the Permitted Omissions, the Preliminary Official Statement is deemed final within the meaning of the Rule. As used herein, the term "Permitted Omissions" refers to the offering price(s), interest rates(s), selling compensation, aggregate principal amount, principal amount per maturity, delivery dates, ratings and other terms of the Bonds depending on such matters, all as set forth in the Rule.

IN WITNESS WHEREOF, I have hereunto set my hand as of _____, 2021.

CITY OF ROSEVILLE, CALIFORNIA

By: _____
Its: Assistant City Manager/Chief Financial Officer

EXHIBIT C

FORM OF ISSUE PRICE CERTIFICATE

CITY OF ROSEVILLE
BASELINE AT SIERRA VISTA COMMUNITY FACILITIES DISTRICT NO. 1
(PUBLIC FACILITIES)
IMPROVEMENT AREA NO. 1
SPECIAL TAX BONDS
SERIES 2021

The undersigned, on behalf of Stifel, Nicolaus & Company, Incorporated ("Stifel") hereby certifies as set forth below with respect to the sale and issuance of the above-captioned bonds (the "Bonds").

1. ***Sale of the General Rule Maturities***. As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule A.

2. [***Initial Offering Price of the Hold-the-Offering-Price Maturities***.

(a) Stifel offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the "Initial Offering Prices") on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.

(b) As set forth in the Bond Purchase Agreement, dated _____, 2021, by and between Stifel and the Issuer, Stifel has agreed in writing that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "hold-the-offering-price rule"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.]

2. ***Reserve Fund.***

The deposit to the Reserve Fund in the amount required to satisfy the Reserve Requirement (as such terms are defined in the Fiscal Agent Agreement dated as of _____, 2021 by and between the City and The Bank of New York Mellon Trust Company, N.A., as fiscal agent, pursuant to which the Bonds are being issued) was vital to the marketing of the Bonds at the initial offering prices and reasonably required to assure payment of debt service on the Bonds.

3. ***Defined Terms.***

(a) *General Rule Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the "General Rule Maturities."

(b) [*Hold-the-Offering-Price Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the "Hold-the-Offering-Price Maturities."

(c) *Holding Period* means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date (_____, 2021), or (ii) the date on which Stifel has sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.]

(d) *Issuer* means the City of Roseville.

(e) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

(f) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(g) [*Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is _____, 2021.

(h) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).]

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents Stifel's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in a Certificate as to Arbitrage and Tax Compliance Procedures for the Bonds and with respect to compliance with the federal income tax rules affecting the Bonds, and by Jones Hall, A Professional Law Corporation in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

STIFEL, NICOLAUS & COMPANY,
INCORPORATED

By:_____

Name:_____

By:_____

Name:_____

Dated: _____, 2021

SCHEDULE A

SALE PRICES OF THE GENERAL RULE MATURITIES [AND INITIAL OFFERING PRICES OF THE HOLD-THE-OFFERING-PRICE MATURITIES]

(Attached)

[SCHEDULE B

PRICING WIRE OR EQUIVALENT COMMUNICATION

(Attached)]

EXHIBIT D

CITY OF ROSEVILLE
BASELINE AT SIERRA VISTA COMMUNITY FACILITIES DISTRICT NO. 1
(PUBLIC FACILITIES)
IMPROVEMENT AREA NO. 1
SPECIAL TAX BONDS
SERIES 2021

CERTIFICATE OF DF PROPERTIES, INC.

In connection with the issuance and sale of the above-captioned bonds (the "Bonds"), and pursuant to Section 4(d)(11) of the Bond Purchase Agreement (the "Bond Purchase Agreement") to be executed by and between City of Roseville, California (the "City"), for and on behalf of the City of Roseville Baseline at Sierra Vista Community Facilities District No. 1 (Public Facilities) (the "District"), and Stifel, Nicolaus & Company, Incorporated (the "Underwriter"), DF Properties, Inc., a California corporation ("DF Properties"), hereby represents, warrants and covenants to the City, the District and the Underwriter as of the date hereof that:

1. DF Properties is duly organized and validly existing under the laws of the State of California, is qualified to transact business in the State of California and has all requisite limited liability company right, power and authority to: (i) execute and deliver this Certificate and the DF Properties Continuing Disclosure Certificate; and (ii) develop the Property (as defined below) as described in the Preliminary Official Statement.

2. As set forth in the Preliminary Official Statement, certain property within Improvement Area No. 1 of the District is held in the name of DF Properties (herein, the "Property"). Except as otherwise described in the Preliminary Official Statement, DF Properties is the party responsible for the development of the Property.

3. DF Properties has, or will have prior to the Closing, duly authorized the execution and delivery at the Closing of the DF Properties Continuing Disclosure Certificate and the performance by DF Properties of its obligations thereunder and under the Development Agreement (as defined in the Preliminary Official Statement).

4. Except as disclosed in the Preliminary Official Statement, to the Actual Knowledge of the Undersigned,[1] DF Properties and its Affiliates[2] have not violated any applicable law or

[1] As used in this Certificate, the phrase "Actual Knowledge of the Undersigned" shall mean the actual (as opposed to constructive) knowledge of the undersigned as of the date hereof obtained from interviews with such current officers and current employees of DF Properties [and _____], as the undersigned has determined are likely, in the ordinary course of their respective duties, to have knowledge of the matters set forth herein. The undersigned has not conducted any extraordinary inspection or inquiry other than such inspections or inquiries as are prudent and customary in connection with the ordinary course of the DF Properties' current business and operations.

[2] "Affiliate" means, with respect to a Person (i) any other Person directly, or indirectly through one or more intermediaries, controlling, controlled by or under common control with such Person, and (ii) for whom information, including financial information or operating data, concerning such Person referenced in clause (i) is material to an evaluation of the District and the Bonds (i.e., information relevant to DF Properties' development plans with respect to its Property and the payment of its Special Taxes, or such Person's assets or funds that would materially affect DF Properties' ability to develop its Property as described in the Preliminary Official Statement or to pay its Special Taxes). "Person" means an individual, a corporation, a partnership, a

administrative regulation of the State of California or the United States of America, or any agency or instrumentality of either, which violation could reasonably be expected to materially and adversely affect DF Properties' ability to pay Special Taxes due with respect to the Property.

5. Except as disclosed in the Preliminary Official Statement, to the Actual Knowledge of the Undersigned, (a) DF Properties and its Affiliates are not in breach of or in default under any applicable judgment or decree or any loan agreement, option agreement, development agreement, indenture, bond or note (collectively, the "Material Agreements") to which DF Properties or its Affiliates are a party or otherwise subject, which breach or default could reasonably be expected to materially and adversely affect DF Properties' ability to complete the development of the Property as proposed in the Preliminary Official Statement or to pay the Special Taxes due with respect to the Property and (b) no event has occurred and is continuing that with the passage of time or giving of notice, or both, would constitute such a breach or default.

6. Except as described in the Preliminary Official Statement, there is no material indebtedness of DF Properties or its Affiliates that is secured by an interest in the Property. To the Actual Knowledge of the Undersigned, neither DF Properties nor any of its Affiliates is in default on any obligation to repay borrowed money, which default is reasonably likely to materially and adversely affect DF Properties' ability to complete the development of the Property as proposed in the Preliminary Official Statement or to pay the Special Taxes due with respect to the Property.

7. Except as set forth in the Preliminary Official Statement, no action, suit, proceeding, inquiry or investigation at law or in equity, before or by any court, regulatory agency, public board or body is pending against DF Properties (with proper service of process or proper notice to DF Properties having been accomplished) or, to the Actual Knowledge of the Undersigned, is pending against any Affiliate of DF Properties (with proper service of process to such Affiliate having been accomplished) or to the Actual Knowledge of the Undersigned is overtly threatened in writing against DF Properties or any such Affiliate which, if successful, is reasonably likely to materially and adversely affect DF Properties' ability to complete the development of the Property as described in the Preliminary Official Statement or to pay the Special Tax or *ad valorem* tax obligations on the Property when due.

8. As of the date thereof, to the Actual Knowledge of the Undersigned, the Preliminary Official Statement, solely with respect to information contained therein with respect to DF Properties, its Affiliates, ownership of the Property, DF Properties' development plan, DF Properties' financing plan, DF Properties' lenders, if any, and contractual arrangements of DF Properties or any Affiliate of DF Properties (including, if material to DF Properties' development plan or DF Properties' financing plan, other loans of such Affiliates) as set forth under the captions "THE DISTRICT," "OWNERSHIP OF PROPERTY WITHIN THE DISTRICT," "SPECIAL RISK FACTORS—*Endangered and Threatened Species*" (as to the last sentence only) and information relating to DF Properties under the caption "CONTINUING DISCLOSURE" (excluding therefrom, in each case, information which is identified as having been provided by a source other than DF Properties), is true and correct in all material respects and did not contain any untrue statement of a

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limited liability company, an association, a joint stock company, a trust, any unincorporated organization or a government or political subdivision thereof. For purposes hereof, the term "control" (including the terms "controlling," "controlled by" or "under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

9. DF Properties covenants that, while the Bonds or any refunding obligations related thereto are outstanding, DF Properties and its Affiliates which it controls will not bring any action, suit, proceeding, inquiry or investigation, at law or in equity, before any court, regulatory agency, public board or body that in any way seeks to challenge or overturn the formation of the District, to challenge the adoption of the ordinance of the City levying Special Taxes within Improvement Area No. 1 of the District, to invalidate the District or any of the Bonds or any refunding bonds related thereto, or to invalidate the special tax liens imposed under Section 3115.5 of the Streets and Highways Code based on recordation of the amended notice of special tax lien relating thereto. The foregoing covenant shall not prevent DF Properties in any way from bringing any other action, suit or proceeding including, without limitation, (a) an action or suit contending that the Special Tax has not been levied in accordance with the methodologies contained in the District's Rate and Method of Apportionment of Special Taxes pursuant to which the Special Taxes are levied, (b) an action or suit with respect to the application or use of the Special Taxes levied and collected or (c) an action or suit to enforce the obligations of the City and/or the District under the Formation Documents, the District Documents, or any other agreements among DF Properties, the City, and/or the District or to which DF Properties is a beneficiary.

10. Except as disclosed in the Preliminary Official Statement or as a matter of public record (including, without limitation, liens for *ad valorem* tax obligations and liens for the City of Roseville Baseline at Sierra Vista Community Facilities District Nos. 1), to the Actual Knowledge of the Undersigned, no public debt secured by a tax or assessment on the Property exists or is in the process of being authorized and DF Properties has not taken any action to form any assessment districts or community facilities districts that would include any portion of the Property.

11. To the Actual Knowledge of the Undersigned, DF Properties has not been delinquent to any material extent in the payment of any *ad valorem* property tax, special assessment or special tax on property owned by DF Properties during the period of its ownership included within the boundaries of a community facilities district or an assessment district within California that (a) caused a draw on a reserve fund relating to such assessment district or community facilities district financing or (b) resulted in a foreclosure action being commenced against DF Properties.

12. DF Properties consents to the issuance of the Bonds. DF Properties acknowledges that the City intends to use the net proceeds of the Bonds in the manner described in the Preliminary Official Statement.

13. DF Properties intends to comply with the provision of the Mello-Roos Community Facilities District Act of 1982, as amended relating to the Notice of Special Tax described in Government Code Section 53341.5 in connection with the sale of the Property, or portions thereof.

14. To the Actual Knowledge of the Undersigned, DF Properties is able to pay its bills as they become due and no legal proceedings are pending against DF Properties (with proper service of process to DF Properties having been accomplished) or, to the Actual Knowledge of the Undersigned, threatened in writing in which DF Properties may be adjudicated as bankrupt or discharged from any and all of its debts or obligations, or granted an extension of time to pay its debts or obligations, or be allowed to reorganize or readjust its debts, or be subject to control or supervision of the Federal Deposit Insurance Corporation.

15. Based upon its current development plans, including, without limitation, its current budget, and subject to economic conditions and risks generally inherent in the development of real property, many of which are beyond the control of DF Properties, and except as disclosed in the Preliminary Official Statement including in the sections entitled "THE DISTRICT" and "OWNERSHIP OF PROPERTY WITHIN THE DISTRICT" DF Properties currently expects that it will have sufficient funds and/or sources of funds to complete the development of the Property as described in the Preliminary Official Statement and to pay Special Taxes levied against the Property when due and does not anticipate that the City or the District will be required to resort to a draw on the Reserve Fund for payment of principal of or interest on the Bonds due to DF Properties' nonpayment of Special Taxes. DF Properties reserves the right to change its development plan and financing plan for the Property at any time without notice.

16. Solely as to the limited information described in Paragraph 8 above concerning DF Properties its Affiliates, ownership of the Property, DF Properties' development plan, DF Properties' financing plan, DF Properties' lenders, if any, and contractual arrangements of DF Properties or any Affiliates (including, if material to DF Properties' development plan or DF Properties' financing plan, other loans of such Affiliates) as set forth in the Preliminary Official Statement and information in the Preliminary Official Statement relating to DF Properties under the caption "CONTINUING DISCLOSURE" (excluding therefrom information which is identified as having been provided by a source other than DF Properties), DF Properties agrees to indemnify and hold harmless, to the extent permitted by law, the City, the District, and their officials and employees, and each Person, if any (each, an "Indemnified Party" and together, the "Indemnified Parties"), who controls any of the foregoing within the meaning of Section 15 of the Securities Act of 1933, as amended, or of Section 20 of the Securities Exchange Act of 1934, as amended, against any and all losses, claims, damages or liabilities, joint or several, to which such indemnified party may become subject under any statute or at law or in equity or otherwise and shall reimburse any such indemnified party for any reasonable legal or other expense reasonably incurred by it in connection with investigating any such claim against it and defending any such action, only to the extent that such losses, claims, damages, liabilities or actions arise from any untrue statement by DF Properties of a material fact contained in the above referenced information in the Preliminary Official Statement, as of its date, or the omission by DF Properties to state in the Preliminary Official Statement, as of its date, a material fact necessary to make the statements made by DF Properties contained therein, in light of the circumstances under which they were made not misleading. This indemnity provision shall not be construed as a limitation on any other liability which DF Properties may otherwise have to any indemnified party, provided that in no event shall DF Properties be obligated for double indemnification, or for the negligence or willful misconduct of an indemnified party.

If any suit, action, proceeding (including any governmental or regulatory investigation), claim or demand shall be brought or asserted against any Indemnified Party in respect of which indemnification may be sought pursuant to the above paragraph, such Indemnified Party shall promptly notify DF Properties in writing; provided that the failure to notify DF Properties shall not relieve it from any liability that it may have hereunder except to the extent that it has been materially prejudiced (through the forfeiture of substantive rights or defenses) by such failure; and provided, further, that the failure to notify DF Properties shall not relieve it from any liability that it may have to an Indemnified Party otherwise than under the above paragraph. If any such proceeding shall be brought or asserted against an Indemnified Party and it shall have notified DF Properties thereof, DF Properties shall retain counsel reasonably satisfactory to the Indemnified Party (who shall not, without the consent of the Indemnified Party, be counsel to DF Properties) to represent the Indemnified Party in such proceeding and shall pay the fees and expenses of such counsel related to

such proceeding, as incurred. In any such proceeding, any Indemnified Party shall have the right to retain its own counsel, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party unless (i) DF Properties and the Indemnified Party shall have mutually agreed to the contrary; (ii) DF Properties has failed within a reasonable time to retain counsel reasonably satisfactory to the Indemnified Party; (iii) the Indemnified Party shall have reasonably concluded that there may be legal defenses available to it that are different from or in addition to those available to DF Properties; or (iv) the named parties in any such proceeding (including any impleaded parties) include both DF Properties and the Indemnified Party and representation of both parties by the same counsel would be inappropriate due to actual or potential differing interest between them. It is understood and agreed that DF Properties shall not, in connection with any proceeding or related proceedings in the same jurisdiction, be liable for the fees and expenses of more than one separate firm (in addition to any local counsel) for all Indemnified Parties, and that all such fees and expenses, to the extent reasonable, shall be paid or reimbursed as they are incurred. Any such separate firm shall be designated in writing by such Indemnified Parties. DF Properties shall not be liable for any settlement of any proceeding effected without its written consent, but if settled with such consent or if there be a final judgment for the plaintiff, DF Properties agrees to indemnify each Indemnified Party from and against any loss or liability by reason of such settlement or judgment. Notwithstanding the foregoing sentence, if at any time an Indemnified Party shall have requested that DF Properties reimburse the Indemnified Party for fees and expenses of counsel as contemplated by this paragraph, DF Properties shall be liable for any settlement of any proceeding effected without its written consent if (i) such settlement is entered into more than 60 days after receipt by DF Properties of such request and (ii) DF Properties shall not have reimbursed the Indemnified Party in accordance with such request prior to the date of such settlement (provided that the foregoing shall not be applicable to any failure to reimburse if DF Properties is disputing such payment in good faith and shall have paid any amounts not in dispute). DF Properties shall not, without the written consent of the Indemnified Party, effect any settlement of any pending or threatened proceeding in respect of which any Indemnified Party is or could have been a party and indemnification could have been sought hereunder by such Indemnified Party, unless such settlement (x) includes an unconditional release of such Indemnified Party, in form and substance reasonably satisfactory to such Indemnified Party, from all liability on claims that are the subject matter of such proceeding and (y) does not include any statement as to or any admission of fault, culpability or a failure to act by or on behalf of any Indemnified Party.

17. If, between the date hereof and the Closing Date any event relating to or affecting DF Properties, its Affiliates, ownership of the Property, DF Properties' development plan, DF Properties' financing plan, DF Properties' lenders, if any, and contractual arrangements of DF Properties or any Affiliate of DF Properties (including, if material to DF Properties' development plan or DF Properties' financing plan, other loans of such Affiliates) shall occur of which the undersigned has Actual Knowledge and which the undersigned believes would cause the information under the sections of the Preliminary Official Statement indicated in Paragraph 8 hereof, to contain an untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the undersigned shall notify the City and the Underwriter and if in the opinion of counsel to the City or the Underwriter, such event requires the preparation and publication of a supplement or amendment to the Preliminary Official Statement, DF Properties shall reasonably cooperate with the City in the preparation of an amendment or supplement to the Preliminary Official Statement in form and substance reasonably satisfactory to counsel to the City and to the Underwriter.

18. For the period through 25 days after the "end of the underwriting period" as defined in the Bond Purchase Agreement, if any event relating to or affecting DF Properties, its Affiliates, ownership of the Property, DF Properties' development plan, DF Properties' financing plan, DF Properties' lenders, if any, and contractual arrangements of DF Properties or any Affiliates of DF Properties (including, if material to DF Properties' development plan or DF Properties' financing plan, other loans of such Affiliates) shall occur as a result of which it is necessary, in the opinion of the Underwriter or counsel to the City, to amend or supplement the Official Statement in order to make the Official Statement not misleading in the light of the circumstances existing at the time it is delivered to a purchaser, DF Properties shall reasonably cooperate with the City and the Underwriter in the preparation of an amendment or supplement to the Official Statement in form and substance reasonably satisfactory to the Underwriter and Disclosure Counsel which will amend or supplement the Official Statement so that it will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances existing at the time the Official Statement is delivered to a purchaser, not misleading.

19. On behalf of DF Properties, I have reviewed the contents of this Certificate and have met with counsel to DF Properties for the purpose of discussing the meaning of its contents.

Unless otherwise indicated, capitalized terms used herein and not defined have the meaning given to them in the Bond Purchase Agreement.

Dated: _____, 2021

DF PROPERTIES, INC.,
a California corporation

By: _____

Name: _____

Title: _____

EXHIBIT E

CITY OF ROSEVILLE
BASELINE AT SIERRA VISTA COMMUNITY FACILITIES DISTRICT NO. 1
(PUBLIC FACILITIES)
IMPROVEMENT AREA NO. 1
SPECIAL TAX BONDS
SERIES 2021

CERTIFICATE OF JOHN MOURIER CONSTRUCTION, INC.

In connection with the issuance and sale of the above-captioned bonds (the "Bonds"), and pursuant to Section 4(d)(14) of the Bond Purchase Agreement (the "Bond Purchase Agreement") to be executed by and between City of Roseville, California (the "City"), for and on behalf of the City of Roseville Baseline at Sierra Vista Community Facilities District No. 1 (Public Facilities) (the "District"), and Stifel, Nicolaus & Company, Incorporated (the "Underwriter"), John Mourier Construction, Inc., a California corporation ("John Mourier"), hereby represents, warrants and covenants to the City, the District and the Underwriter as of the date hereof that:

1. John Mourier is duly organized and validly existing under the laws of the State of California, is qualified to transact business in the State of California and has all requisite limited liability company right, power and authority to: (i) execute and deliver this Certificate and the John Mourier Continuing Disclosure Certificate; and (ii) develop the Property (as defined below) as described in the Preliminary Official Statement.

2. As set forth in the Preliminary Official Statement, certain property within Improvement Area No. 1 of the District is held in the name of John Mourier (herein, the "Property"). Except as otherwise described in the Preliminary Official Statement, John Mourier is the party responsible for the development of the Property.

3. John Mourier has, or will have prior to the Closing, duly authorized the execution and delivery at the Closing of the John Mourier Continuing Disclosure Certificate and the performance by John Mourier of its obligations thereunder and under the Development Agreement (as defined in the Preliminary Official Statement).

4. Except as disclosed in the Preliminary Official Statement, to the Actual Knowledge of the Undersigned,[1] John Mourier and its Affiliates[2] have not violated any applicable law or

[1] As used in this Certificate, the phrase "Actual Knowledge of the Undersigned" shall mean the actual (as opposed to constructive) knowledge of the undersigned as of the date hereof obtained from interviews with such current officers and current employees of John Mourier [and _____], as the undersigned has determined are likely, in the ordinary course of their respective duties, to have knowledge of the matters set forth herein. The undersigned has not conducted any extraordinary inspection or inquiry other than such inspections or inquiries as are prudent and customary in connection with the ordinary course of the John Mourier's current business and operations.

[2] "Affiliate" means, with respect to a Person (i) any other Person directly, or indirectly through one or more intermediaries, controlling, controlled by or under common control with such Person, and (ii) for whom information, including financial information or operating data, concerning such Person referenced in clause (i) is material to an evaluation of the District and the Bonds (i.e., information relevant to John Mourier's development plans with respect to its Property and the payment of its Special Taxes, or such Person's assets or funds that would materially affect John Mourier's ability to develop its Property as described in the Preliminary Official Statement or to pay its Special Taxes). "Person" means an individual, a corporation, a partnership, a

administrative regulation of the State of California or the United States of America, or any agency or instrumentality of either, which violation could reasonably be expected to materially and adversely affect John Mourier's ability to pay Special Taxes due with respect to the Property.

5. Except as disclosed in the Preliminary Official Statement, to the Actual Knowledge of the Undersigned, (a) John Mourier and its Affiliates are not in breach of or in default under any applicable judgment or decree or any loan agreement, option agreement, development agreement, indenture, bond or note (collectively, the "Material Agreements") to which John Mourier or its Affiliates are a party or otherwise subject, which breach or default could reasonably be expected to materially and adversely affect John Mourier's ability to complete the development of the Property as proposed in the Preliminary Official Statement or to pay the Special Taxes due with respect to the Property and (b) no event has occurred and is continuing that with the passage of time or giving of notice, or both, would constitute such a breach or default.

6. Except as described in the Preliminary Official Statement, there is no material indebtedness of John Mourier or its Affiliates that is secured by an interest in the Property. To the Actual Knowledge of the Undersigned, neither John Mourier nor any of its Affiliates is in default on any obligation to repay borrowed money, which default is reasonably likely to materially and adversely affect John Mourier's ability to complete the development of the Property as proposed in the Preliminary Official Statement or to pay the Special Taxes due with respect to the Property.

7. Except as set forth in the Preliminary Official Statement, no action, suit, proceeding, inquiry or investigation at law or in equity, before or by any court, regulatory agency, public board or body is pending against John Mourier (with proper service of process or proper notice to John Mourier having been accomplished) or, to the Actual Knowledge of the Undersigned, is pending against any Affiliate of John Mourier (with proper service of process to such Affiliate having been accomplished) or to the Actual Knowledge of the Undersigned is overtly threatened in writing against John Mourier or any such Affiliate which, if successful, is reasonably likely to materially and adversely affect John Mourier's ability to complete the development of the Property as described in the Preliminary Official Statement or to pay the Special Tax or *ad valorem* tax obligations on the Property when due.

8. As of the date thereof, to the Actual Knowledge of the Undersigned, the Preliminary Official Statement, solely with respect to information contained therein with respect to John Mourier, its Affiliates, ownership of the Property, John Mourier's development plan, John Mourier's financing plan, John Mourier's lenders, if any, and contractual arrangements of John Mourier or any Affiliate of John Mourier (including, if material to John Mourier's development plan or John Mourier's financing plan, other loans of such Affiliates) as set forth under the captions "THE DISTRICT," "OWNERSHIP OF PROPERTY WITHIN THE DISTRICT," "SPECIAL RISK FACTORS—*Endangered and Threatened Species*" (as to the last sentence only) and information relating to John Mourier under the caption "CONTINUING DISCLOSURE" (excluding therefrom, in each case, information which is identified as having been provided by a source other than John Mourier), is true and correct in all material respects and did not contain any untrue statement of a material fact or omit

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limited liability company, an association, a joint stock company, a trust, any unincorporated organization or a government or political subdivision thereof. For purposes hereof, the term "control" (including the terms "controlling," "controlled by" or "under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

9. John Mourier covenants that, while the Bonds or any refunding obligations related thereto are outstanding, John Mourier and its Affiliates which it controls will not bring any action, suit, proceeding, inquiry or investigation, at law or in equity, before any court, regulatory agency, public board or body that in any way seeks to challenge or overturn the formation of the District, to challenge the adoption of the ordinance of the City levying Special Taxes within Improvement Area No. 1 of the District, to invalidate the District or any of the Bonds or any refunding bonds related thereto, or to invalidate the special tax liens imposed under Section 3115.5 of the Streets and Highways Code based on recordation of the amended notice of special tax lien relating thereto. The foregoing covenant shall not prevent John Mourier in any way from bringing any other action, suit or proceeding including, without limitation, (a) an action or suit contending that the Special Tax has not been levied in accordance with the methodologies contained in the District's Rate and Method of Apportionment of Special Taxes pursuant to which the Special Taxes are levied, (b) an action or suit with respect to the application or use of the Special Taxes levied and collected or (c) an action or suit to enforce the obligations of the City and/or the District under the Formation Documents, the District Documents, or any other agreements among John Mourier, the City, and/or the District or to which John Mourier is a beneficiary.

10. Except as disclosed in the Preliminary Official Statement or as a matter of public record (including, without limitation, liens for *ad valorem* tax obligations and liens for the City of Roseville Baseline at Sierra Vista Community Facilities District Nos. 1), to the Actual Knowledge of the Undersigned, no public debt secured by a tax or assessment on the Property exists or is in the process of being authorized and John Mourier has not taken any action to form any assessment districts or community facilities districts that would include any portion of the Property.

11. To the Actual Knowledge of the Undersigned, John Mourier has not been delinquent to any material extent in the payment of any *ad valorem* property tax, special assessment or special tax on property owned by John Mourier during the period of its ownership included within the boundaries of a community facilities district or an assessment district within California that (a) caused a draw on a reserve fund relating to such assessment district or community facilities district financing or (b) resulted in a foreclosure action being commenced against John Mourier.

12. John Mourier consents to the issuance of the Bonds. John Mourier acknowledges that the City intends to use the net proceeds of the Bonds in the manner described in the Preliminary Official Statement.

13. John Mourier intends to comply with the provision of the Mello-Roos Community Facilities District Act of 1982, as amended relating to the Notice of Special Tax described in Government Code Section 53341.5 in connection with the sale of the Property, or portions thereof.

14. To the Actual Knowledge of the Undersigned, John Mourier is able to pay its bills as they become due and no legal proceedings are pending against John Mourier (with proper service of process to John Mourier having been accomplished) or, to the Actual Knowledge of the Undersigned, threatened in writing in which John Mourier may be adjudicated as bankrupt or discharged from any and all of its debts or obligations, or granted an extension of time to pay its debts or obligations, or be allowed to reorganize or readjust its debts, or be subject to control or supervision of the Federal Deposit Insurance Corporation.

15. Based upon its current development plans, including, without limitation, its current budget, and subject to economic conditions and risks generally inherent in the development of real property, many of which are beyond the control of John Mourier, and except as disclosed in the Preliminary Official Statement including in the sections entitled "THE DISTRICT" and "OWNERSHIP OF PROPERTY WITHIN THE DISTRICT" John Mourier currently expects that it will have sufficient funds and/or sources of funds to complete the development of the Property as described in the Preliminary Official Statement and to pay Special Taxes levied against the Property when due and does not anticipate that the City or the District will be required to resort to a draw on the Reserve Fund for payment of principal of or interest on the Bonds due to John Mourier's nonpayment of Special Taxes. John Mourier reserves the right to change its development plan and financing plan for the Property at any time without notice.

16. Solely as to the limited information described in Paragraph 8 above concerning John Mourier its Affiliates, ownership of the Property, John Mourier's development plan, John Mourier's financing plan, John Mourier's lenders, if any, and contractual arrangements of John Mourier or any Affiliates (including, if material to John Mourier's development plan or John Mourier's financing plan, other loans of such Affiliates) as set forth in the Preliminary Official Statement and information in the Preliminary Official Statement relating to John Mourier under the caption "CONTINUING DISCLOSURE" (excluding therefrom information which is identified as having been provided by a source other than John Mourier), John Mourier agrees to indemnify and hold harmless, to the extent permitted by law, the City, the District, and their officials and employees, and each Person, if any (each, an "Indemnified Party" and together, the "Indemnified Parties"), who controls any of the foregoing within the meaning of Section 15 of the Securities Act of 1933, as amended, or of Section 20 of the Securities Exchange Act of 1934, as amended, against any and all losses, claims, damages or liabilities, joint or several, to which such indemnified party may become subject under any statute or at law or in equity or otherwise and shall reimburse any such indemnified party for any reasonable legal or other expense reasonably incurred by it in connection with investigating any such claim against it and defending any such action, only to the extent that such losses, claims, damages, liabilities or actions arise from any untrue statement by John Mourier of a material fact contained in the above referenced information in the Preliminary Official Statement, as of its date, or the omission by John Mourier to state in the Preliminary Official Statement, as of its date, a material fact necessary to make the statements made by John Mourier contained therein, in light of the circumstances under which they were made not misleading. This indemnity provision shall not be construed as a limitation on any other liability which John Mourier may otherwise have to any indemnified party, provided that in no event shall John Mourier be obligated for double indemnification, or for the negligence or willful misconduct of an indemnified party.

If any suit, action, proceeding (including any governmental or regulatory investigation), claim or demand shall be brought or asserted against any Indemnified Party in respect of which indemnification may be sought pursuant to the above paragraph, such Indemnified Party shall promptly notify John Mourier in writing; provided that the failure to notify John Mourier shall not relieve it from any liability that it may have hereunder except to the extent that it has been materially prejudiced (through the forfeiture of substantive rights or defenses) by such failure; and provided, further, that the failure to notify John Mourier shall not relieve it from any liability that it may have to an Indemnified Party otherwise than under the above paragraph. If any such proceeding shall be brought or asserted against an Indemnified Party and it shall have notified John Mourier thereof, John Mourier shall retain counsel reasonably satisfactory to the Indemnified Party (who shall not, without the consent of the Indemnified Party, be counsel to John Mourier) to represent the Indemnified Party in such proceeding and shall pay the fees and expenses of such counsel related to such proceeding, as

incurred. In any such proceeding, any Indemnified Party shall have the right to retain its own counsel, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party unless (i) John Mourier and the Indemnified Party shall have mutually agreed to the contrary; (ii) John Mourier has failed within a reasonable time to retain counsel reasonably satisfactory to the Indemnified Party; (iii) the Indemnified Party shall have reasonably concluded that there may be legal defenses available to it that are different from or in addition to those available to John Mourier; or (iv) the named parties in any such proceeding (including any impleaded parties) include both John Mourier and the Indemnified Party and representation of both parties by the same counsel would be inappropriate due to actual or potential differing interest between them. It is understood and agreed that John Mourier shall not, in connection with any proceeding or related proceedings in the same jurisdiction, be liable for the fees and expenses of more than one separate firm (in addition to any local counsel) for all Indemnified Parties, and that all such fees and expenses, to the extent reasonable, shall be paid or reimbursed as they are incurred. Any such separate firm shall be designated in writing by such Indemnified Parties. John Mourier shall not be liable for any settlement of any proceeding effected without its written consent, but if settled with such consent or if there be a final judgment for the plaintiff, John Mourier agrees to indemnify each Indemnified Party from and against any loss or liability by reason of such settlement or judgment. Notwithstanding the foregoing sentence, if at any time an Indemnified Party shall have requested that John Mourier reimburse the Indemnified Party for fees and expenses of counsel as contemplated by this paragraph, John Mourier shall be liable for any settlement of any proceeding effected without its written consent if (i) such settlement is entered into more than 60 days after receipt by John Mourier of such request and (ii) John Mourier shall not have reimbursed the Indemnified Party in accordance with such request prior to the date of such settlement (provided that the foregoing shall not be applicable to any failure to reimburse if John Mourier is disputing such payment in good faith and shall have paid any amounts not in dispute). John Mourier shall not, without the written consent of the Indemnified Party, effect any settlement of any pending or threatened proceeding in respect of which any Indemnified Party is or could have been a party and indemnification could have been sought hereunder by such Indemnified Party, unless such settlement (x) includes an unconditional release of such Indemnified Party, in form and substance reasonably satisfactory to such Indemnified Party, from all liability on claims that are the subject matter of such proceeding and (y) does not include any statement as to or any admission of fault, culpability or a failure to act by or on behalf of any Indemnified Party.

17. If, between the date hereof and the Closing Date any event relating to or affecting John Mourier, its Affiliates, ownership of the Property, John Mourier's development plan, John Mourier's financing plan, John Mourier's lenders, if any, and contractual arrangements of John Mourier or any Affiliate of John Mourier (including, if material to John Mourier's development plan or John Mourier's financing plan, other loans of such Affiliates) shall occur of which the undersigned has Actual Knowledge and which the undersigned believes would cause the information under the sections of the Preliminary Official Statement indicated in Paragraph 8 hereof, to contain an untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the undersigned shall notify the City and the Underwriter and if in the opinion of counsel to the City or the Underwriter, such event requires the preparation and publication of a supplement or amendment to the Preliminary Official Statement, John Mourier shall reasonably cooperate with the City in the preparation of an amendment or supplement to the Preliminary Official Statement in form and substance reasonably satisfactory to counsel to the City and to the Underwriter.

18. For the period through 25 days after the "end of the underwriting period" as defined in the Bond Purchase Agreement, if any event relating to or affecting John Mourier, its Affiliates, ownership of the Property, John Mourier's development plan, John Mourier's financing plan, John Mourier's lenders, if any, and contractual arrangements of John Mourier or any Affiliates of John Mourier (including, if material to John Mourier's development plan or John Mourier's financing plan, other loans of such Affiliates) shall occur as a result of which it is necessary, in the opinion of the Underwriter or counsel to the City, to amend or supplement the Official Statement in order to make the Official Statement not misleading in the light of the circumstances existing at the time it is delivered to a purchaser, John Mourier shall reasonably cooperate with the City and the Underwriter in the preparation of an amendment or supplement to the Official Statement in form and substance reasonably satisfactory to the Underwriter and Disclosure Counsel which will amend or supplement the Official Statement so that it will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances existing at the time the Official Statement is delivered to a purchaser, not misleading.

19. On behalf of John Mourier, I have reviewed the contents of this Certificate and have met with counsel to John Mourier for the purpose of discussing the meaning of its contents.

Unless otherwise indicated, capitalized terms used herein and not defined have the meaning given to them in the Bond Purchase Agreement.

Dated: _____, 2021

JOHN MOURIER CONSTRUCTION, INC.,
a California corporation

By: _____

Name: _____

Title: _____

EXHIBIT F

FORM OF OPINION OF COUNSEL TO DF PROPERTIES

[Closing Date]

City of Roseville
311 Vernon Street
Roseville, California 95678

Stifel, Nicolaus & Company
One Montgomery Street
35th Floor
San Francisco, CA 94104

Re: $_____ City of Roseville Baseline at Sierra Vista Community Facilities District No. 1 (Public Facilities) Improvement Area No. 1 Special Tax Bonds, Series 2021

Ladies and Gentlemen:

We have acted as counsel to DF Properties, Inc., a California corporation (the "DF Properties") in connection with the issuance and sale by the City of Roseville Baseline at Sierra Vista Community Facilities District No. 1 (Public Facilities) (the "District") of $_____ City of Roseville Baseline at Sierra Vista Community Facilities District No. 1 (Public Facilities) Improvement Area No. 1 Special Tax Bonds, Series 2021 (the "Bonds"). This opinion is rendered pursuant to the Bond Purchase Agreement dated _____, 2021 (the "Bond Purchase Agreement"), entered into in connection therewith. Capitalized terms used herein without definition shall have the meanings set forth in the Bond Purchase Agreement.

In rendering the opinions set forth herein, we have reviewed and examined such documents as we have determined to be appropriate, including the following documents:

1. The Bond Purchase Agreement;

2. The Preliminary Official Statement and the Final Official Statement (together, the "Official Statement");

3. The Continuing Disclosure Certificate (Developer) dated as of _____, 2021, executed by DF Properties (the "DF Properties Agreement"); and

4. The Letter of Representations of John Mourier Construction, Inc. dated as of _____, 2021, and the Closing Certificate of John Mourier Construction, Inc., dated _____, 2021, both as required pursuant to Section 4(d)(11) of the Bond Purchase Agreement (collectively, the "DF Properties Certificate").

For purposes of this opinion, the term "Litigation Search" shall mean a litigation search of DF Properties, performed in the Superior Court of the State of California, County of Placer; the California Court of Appeal, Third Appellate District; the United States District Court, Eastern District of California; the United States Bankruptcy Court, Eastern District of California; and the United States Ninth Circuit Court of Appeal, conducted by Corporation Service Company (Order Date _____, 2021; Order Number _____ (the "Litigation Search"), but without warranty as to the completeness and accuracy thereof due to the potential for errors or inaccuracies in the data and files made available from the applicable courts.

With respect to factual matters underlying our opinions herein, we have made no independent investigation or inquiry and have relied solely upon the DF Properties Certificate. We advise you that the phrase "to our knowledge," as used herein, means that no facts have come to our attention, based upon an inquiry of attorneys in this firm who devote substantive legal attention to DF Properties, or as a result of our examination of the DF Properties Certificate and the Litigation Search, that indicate to us anything contrary to the statement to which the phrase relates. Except as expressly set forth above, the phrase does not mean that we have conducted any investigation or inquiry or performed any other examination or review. We have no reason to believe that any factual matters or assumptions relied upon by us are not true, correct and complete.

Our opinions herein are limited to the internal laws of the State of California and the federal laws of the United States of America. We express no opinion whatsoever with respect to the laws of any other jurisdiction and assume no responsibility for the applicability of such laws.

In rendering our opinions herein, we have assumed the following, with your approval:

(i) The genuineness and authenticity of all signatures on original documents submitted to us (other than any signatures on behalf of DF Properties); the authenticity and completeness of all documents submitted to us as originals; the conformity to originals of all documents submitted to us as copies; where any signature, other than any signature on behalf of DF Properties purports to have been made in a corporate, governmental, fiduciary or other capacity, the person who affixed such signature had the full power and authority to do so;

(ii) The due authorization, execution and delivery of the applicable agreements by the parties thereto, other than DF Properties, and the legality, validity, binding effect and enforceability against such parties of their respective obligations under such agreements;

(iii) The truth, accuracy and completeness of all factual representations and warranties of all parties under the documents described in paragraphs 1 through 4, above;

(iv) The constitutionality or validity of a relevant statute, rule, regulation or agency action is not in issue unless a reported decision in the State of California has specifically addressed but not resolved, or has established, its unconstitutionality or invalidity; and

(v) All official public records relied upon by us are accurate and complete.

Based upon the foregoing and in reliance thereon, and based on our examination of such questions of law as we have deemed appropriate under the circumstances, and subject to any further assumptions, comments, exceptions, qualifications and limitations set forth below, as of the date hereof, it is our opinion that:

1. DF Properties is a corporation, duly formed, validly existing and in good standing under the laws of the State of California, and has full power and authority to enter into the DF Properties Agreement.

2. DF Properties has duly and validly executed and delivered the DF Properties Agreement, and the DF Properties Agreement constitutes the legal, valid and binding obligation of DF Properties, enforceable against DF Properties in accordance with its terms.

3. To our knowledge, the execution and delivery by DF Properties of the DF Properties Agreement and the performance of its obligations thereunder do not and will not result in a violation of any provision of, or in default under any agreement or other instrument to which DF Properties is a party.

4. To our knowledge, DF Properties is not in violation of any provision of or in default under, its organizational documents or any agreement or other instrument, violation or default under which would materially and adversely affect the business, properties, assets, liabilities or conditions (financial or other) of DF Properties.

5. To our knowledge, except as set forth in the Official Statement, there is no litigation pending against DF Properties (with service of process to DF Properties having been duly given and completed) or overtly threatened against DF Properties which would materially and adversely affect the validity or enforceability of the DF Properties Agreement, DF Properties' ability to complete the development of its property as proposed in the Official Statement or to pay the Special Taxes.

6. Without having undertaken to determine independently the accuracy, completeness or fairness of [the statements in the Official Statement relating to DF Properties, its affiliates, ownership of the Property, DF Properties' development plan, DF Properties' financing plan, DF Properties' lenders, if any, and contractual arrangements of DF Properties or any affiliate of DF Properties (including, if material to DF Properties' development plan or DF Properties' financing plan, other loans of such affiliates) as set forth under the captions "THE DISTRICT," "OWNERSHIP OF PROPERTY WITHIN THE DISTRICT," "SPECIAL RISK FACTORS—Endangered and Threatened Species" (as to the last sentence only) and information relating to DF Properties under the caption "CONTINUING DISCLOSURE" (excluding therefrom, in each case, information which is identified as having been provided by a source other than DF Properties)] (except that no opinion or belief need to be expressed as to any information relating to The Depository Trust Company, or any information relating to CUSIP numbers, or with respect to any financial, statistical or engineering information, data or forecasts, numbers, charts, estimates, projections, assumptions or expressions of opinion or assessed valuations, or to any information which is attributable to a source other than DF Properties, contained in the Official Statement), no facts came to our attention during the course of our representation of DF Properties that would lead us to believe that the information under said captions of the Official Statement relating to the DF Properties and the DF Properties' organizations, activities, properties and financial condition, and its proposed development of the Property, contains any untrue statement of a material fact or

omits any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

In addition, all of our opinions expressed hereinabove are specifically subject to and limited by the following:

a) We express no opinion as to matters governed by any laws other than the substantive laws of California which are in effect as of the date hereof, and we assume no obligation to modify or supplement this opinion with respect to changes in such laws after the date hereof.

b) As counsel to DF Properties in this matter, we have not rendered financial advice to DF Properties and do not represent, by this opinion or otherwise, that we have reviewed or made any assessment about, nor do we offer any opinion about, the financial condition of DF Properties, past, present or future, including any financial information contained in the DF Properties Agreement; nor have we reviewed the financial feasibility of this transaction or those matters which the proceeds of the Bonds will fund or any of it components and, accordingly, we offer no opinion whatsoever regarding such financial feasibility.

c) The effect of laws or court decisions relating to bankruptcy, insolvency, fraudulent conveyance, equitable subordination, reorganization, arrangement, moratorium or other laws or court decisions relating to or affecting creditors' rights generally.

d) Limitations imposed by California or federal law or equitable principles upon the availability of the remedy of specific performance of any of the remedies, covenants or other provisions of any document or agreement and upon the availability of injunctive relief or other equitable remedies.

In addition, we express no opinion as to the title of the property within Improvement Area No. 1 of the District or any entitlements, permits, approvals or other assets relating to DF Properties' development of its property as proposed in the Official Statement.

This letter is intended solely for your use in relation to the Bond Purchase Agreement and may not be reproduced or filed publicly or relied upon for any other purpose by you or for any purpose whatsoever by any other party without the express written consent of the undersigned except that this opinion may be copied and distributed as part of a closing book of the bond transaction documents, provided that such distribution shall not expand in any way the permitted uses of this letter.

We assume no responsibility for the effect of any fact or circumstance occurring subsequent to the date of this letter, including, without limitation, legislative or other changes in the law. Further, we assume no responsibility to advise you of any facts or circumstances of which we become aware after the date hereof, regardless of whether or not they may affect our opinions herein. This opinion is given as of the date hereof, and we assume no obligation to update our opinions herein after the date hereof.

Very truly yours,

EXHIBIT G

FORM OF DEVELOPER'S COUNSEL OPINION

[Closing Date]

City of Roseville
311 Vernon Street
Roseville, California 95678

Stifel, Nicolaus & Company
One Montgomery Street
35th Floor
San Francisco, CA 94104

Re: $_____ City of Roseville Baseline at Sierra Vista Community Facilities District No. 1 (Public Facilities) Improvement Area No. 1 Special Tax Bonds, Series 2021

Ladies and Gentlemen:

We have acted as counsel to John Mourier Construction, Inc., a California corporation (the "Developer") in connection with the issuance and sale by the City of Roseville Baseline at Sierra Vista Community Facilities District No. 1 (Public Facilities) (the "District") of $_____ City of Roseville Baseline at Sierra Vista Community Facilities District No. 1 (Public Facilities) Improvement Area No. 1 Special Tax Bonds, Series 2021 (the "Bonds"). This opinion is rendered pursuant to the Bond Purchase Agreement dated _____, 2021 (the "Bond Purchase Agreement"), entered into in connection therewith. Capitalized terms used herein without definition shall have the meanings set forth in the Bond Purchase Agreement.

In rendering the opinions set forth herein, we have reviewed and examined such documents as we have determined to be appropriate, including the following documents:

1. The Bond Purchase Agreement;

2. The Preliminary Official Statement and the Final Official Statement (together, the "Official Statement");

3. The Continuing Disclosure Certificate (Developer) dated as of _____, 2021, executed by Developer (the "Developer Agreement"); and

4. The Letter of Representations of John Mourier Construction, Inc. dated as of _____, 2021, and the Closing Certificate of John Mourier Construction, Inc., dated _____, 2021, both as required pursuant to Section 4(d)(14) of the Bond Purchase Agreement (collectively, the "Developer Certificate").

For purposes of this opinion, the term "Litigation Search" shall mean a litigation search of Developer, performed in the Superior Court of the State of California, County of Placer; the California Court of Appeal, Third Appellate District; the United States District Court, Eastern District of California; the United States Bankruptcy Court, Eastern District of California; and the United States Ninth Circuit Court of Appeal, conducted by Corporation Service Company (Order Date _____, 2021; Order Number _____ (the "Litigation Search"), but without warranty as to the completeness and accuracy thereof due to the potential for errors or inaccuracies in the data and files made available from the applicable courts.

With respect to factual matters underlying our opinions herein, we have made no independent investigation or inquiry and have relied solely upon the Developer Certificate. We advise you that the phrase "to our knowledge," as used herein, means that no facts have come to our attention, based upon an inquiry of attorneys in this firm who devote substantive legal attention to Developer, or as a result of our examination of the Developer Certificate and the Litigation Search, that indicate to us anything contrary to the statement to which the phrase relates. Except as expressly set forth above, the phrase does not mean that we have conducted any investigation or inquiry or performed any other examination or review. We have no reason to believe that any factual matters or assumptions relied upon by us are not true, correct and complete.

Our opinions herein are limited to the internal laws of the State of California and the federal laws of the United States of America. We express no opinion whatsoever with respect to the laws of any other jurisdiction and assume no responsibility for the applicability of such laws.

In rendering our opinions herein, we have assumed the following, with your approval:

(i) The genuineness and authenticity of all signatures on original documents submitted to us (other than any signatures on behalf of Developer); the authenticity and completeness of all documents submitted to us as originals; the conformity to originals of all documents submitted to us as copies; where any signature, other than any signature on behalf of Developer purports to have been made in a corporate, governmental, fiduciary or other capacity, the person who affixed such signature had the full power and authority to do so;

(ii) The due authorization, execution and delivery of the applicable agreements by the parties thereto, other than the Developer, and the legality, validity, binding effect and enforceability against such parties of their respective obligations under such agreements;

(iii) The truth, accuracy and completeness of all factual representations and warranties of all parties under the documents described in paragraphs 1 through 4, above;

(iv) The constitutionality or validity of a relevant statute, rule, regulation or agency action is not in issue unless a reported decision in the State of California has specifically addressed but not resolved, or has established, its unconstitutionality or invalidity; and

(v) All official public records relied upon by us are accurate and complete.

Based upon the foregoing and in reliance thereon, and based on our examination of such questions of law as we have deemed appropriate under the circumstances, and subject to any further assumptions, comments, exceptions, qualifications and limitations set forth below, as of the date hereof, it is our opinion that:

7. Developer is a corporation, duly formed, validly existing and in good standing under the laws of the State of California, and has full power and authority to enter into the Developer Agreement.

8. The Developer has duly and validly executed and delivered the Developer Agreement, and the Developer Agreement constitutes the legal, valid and binding obligation of the Developer, enforceable against Developer in accordance with its terms.

9. To our knowledge, the execution and delivery by Developer of the Developer Agreement and the performance of its obligations thereunder do not and will not result in a violation of any provision of, or in default under any agreement or other instrument to which Developer is a party.

10. To our knowledge, Developer is not in violation of any provision of or in default under, its organizational documents or any agreement or other instrument, violation or default under which would materially and adversely affect the business, properties, assets, liabilities or conditions (financial or other) of Developer.

11. To our knowledge, except as set forth in the Official Statement, there is no litigation pending against Developer (with service of process to Developer having been duly given and completed) or overtly threatened against Developer which would materially and adversely affect the validity or enforceability of the Developer Agreement, Developer's ability to complete the development of its property as proposed in the Official Statement or to pay the Special Taxes.

12. Without having undertaken to determine independently the accuracy, completeness or fairness of [the statements in the Official Statement relating to the Developer, its affiliates, ownership of the Property, the Developer's development plan, the Developer's financing plan, the Developer's lenders, if any, and contractual arrangements of the Developer or any affiliate of the Developer (including, if material to the Developer's development plan or the Developer's financing plan, other loans of such affiliates) as set forth under the captions "THE DISTRICT," "OWNERSHIP OF PROPERTY WITHIN THE DISTRICT," "SPECIAL RISK FACTORS—Endangered and Threatened Species" (as to the last sentence only) and information relating to the Developer under the caption "CONTINUING DISCLOSURE" (excluding therefrom, in each case, information which is identified as having been provided by a source other than the Developer)] (except that no opinion or belief need to be expressed as to any information relating to The Depository Trust Company, or any information relating to CUSIP numbers, or with respect to any financial, statistical or engineering information, data or forecasts, numbers, charts, estimates, projections, assumptions or expressions of opinion or assessed valuations, or to any information which is attributable to a source other than Developer, contained in the Official Statement), no facts came to our attention during the course of our representation of Developer that would lead us to believe that the information under said captions of the Official Statement relating to the Developer and the Developer's organizations, activities, properties and financial condition, and its proposed development of the Property, contains any untrue statement of a material fact or omits any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

In addition, all of our opinions expressed hereinabove are specifically subject to and limited by the following:

a) We express no opinion as to matters governed by any laws other than the substantive laws of California which are in effect as of the date hereof, and we assume no obligation to modify or supplement this opinion with respect to changes in such laws after the date hereof.

b) As counsel to the Developer in this matter, we have not rendered financial advice to the Developer and do not represent, by this opinion or otherwise, that we have reviewed or made any assessment about, nor do we offer any opinion about, the financial condition of the Developer, past, present or future, including any financial information contained in the Developer Agreement; nor have we reviewed the financial feasibility of this transaction or those matters which the proceeds of the Bonds will fund or any of it components and, accordingly, we offer no opinion whatsoever regarding such financial feasibility.

c) The effect of laws or court decisions relating to bankruptcy, insolvency, fraudulent conveyance, equitable subordination, reorganization, arrangement, moratorium or other laws or court decisions relating to or affecting creditors' rights generally.

d) Limitations imposed by California or federal law or equitable principles upon the availability of the remedy of specific performance of any of the remedies, covenants or other provisions of any document or agreement and upon the availability of injunctive relief or other equitable remedies.

In addition, we express no opinion as to the title of the property within Improvement Area No. 1 of the District or any entitlements, permits, approvals or other assets relating to the Developer's development of its property as proposed in the Official Statement.

This letter is intended solely for your use in relation to the Bond Purchase Agreement and may not be reproduced or filed publicly or relied upon for any other purpose by you or for any purpose whatsoever by any other party without the express written consent of the undersigned except that this opinion may be copied and distributed as part of a closing book of the bond transaction documents, provided that such distribution shall not expand in any way the permitted uses of this letter.

We assume no responsibility for the effect of any fact or circumstance occurring subsequent to the date of this letter, including, without limitation, legislative or other changes in the law. Further, we assume no responsibility to advise you of any facts or circumstances of which we become aware after the date hereof, regardless of whether or not they may affect our opinions herein. This opinion is given as of the date hereof, and we assume no obligation to update our opinions herein after the date hereof.

Very truly yours,

FUNDING, CONSTRUCTION AND ACQUISITION AGREEMENT
BASELINE AT SIERRA VISTA COMMUNITY FACILITIES DISTRICT NO. 1
(Public Facilities)

This Funding, Construction and Acquisition Agreement (**"Agreement"**) is entered into as of the _____ day of _____, 2021 by and between the **CITY OF ROSEVILLE**, a California charter city and municipal corporation (the **"City"**), and **DF PROPERTIES, INC.**, a _____ corporation (**"Owner"**).

Recitals

A. On November 18, 2020, the City Council of the City adopted Resolution No. 20-452 entitled "A RESOLUTION 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 ANNEXATION 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" with respect to Baseline at Sierra Vista Community Facilities District No. 1 (Public Facilities) (the **"District"**) of the City pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing with Section 53311, of the California Government Code (the **"Act"**) and subsequently authorized the issuance of bonds to finance District authorized improvements; and

B. Owner owns or controls all the real property in the District, which consists of approximately 99 acres within the corporate limits of the City in the "Sierra Vista Specific Plan" (the **"Specific Plan"**) area, and which consists of the property shown on a map of boundaries of the CFD, Improvement Area No. 1 and the Future Annexation Area, heretofore recorded in the Placer County Recorder's Office on October 19, 2020 in Book 4 at Page 6, as Document No. 2020-0117028 of Maps of Assessment and Community Facilities Districts (the "**Property**"). The Specific Plan sets forth a comprehensive land use plan and establishes detailed regulations, conditions and programs for development of the Property.

C. Owner proposes to make improvements to the Property (the development of the Property is defined herein as the **"Project"**) as required by the Project Approvals (as defined below).

D. A development agreement between the City and _____, pursuant to the provisions of Article 2.5 (commencing with Section 65864) of Chapter 4 of Division 1 of Title 7 of the California Government Code with respect to the permitted uses of the Property, and said agreement has been entered into and is dated _____ (the **"Development Agreement"**). [[If needed: The Development Agreement, with respect to the Property, was assigned to Owner in a series of assignments from the previous owners, and Owner has succeeded to all the rights and obligations thereunder. The Specific Plan, Development Agreement, including conditions of approval, and other existing and subsequent approvals granted by City and agreements between the Owner and the City in implementation of the Project, as the same may be amended from time to time, including amendments thereto, are herein collectively referred to as the "**Project Approvals.**"

E. Section 53313.5 of the California Government Code provides that a community facilities district may finance the purchase of public facilities completed after the adoption of the resolution of formation establishing the community facilities district if the facilities have been constructed as if they had been constructed under the direction and supervision, or under the authority of, the local agency whose governing body is conducting proceedings for the establishment of the District.

F. The District initially consists of Improvement Area No. 1 only, with the remainder of the Property identified as Future Annexation Area. As the Future Annexation Area is ready for development, the Owner or other owner of such Future Annexation Area may from time to time annex all or some of the Future Annexation Area into the District to a new improvement area (each, an "**Improvement Area**"). Each Improvement Area is authorized to finance any or all of the Authorized Facilities (as defined herein). This Agreement is applicable to the acquisition of the Authorized Facilities from District funds generated from the District and each Improvement Area that currently exists or that may be designated in the future from the Future Annexation Area.

G. The purpose of this Agreement is to agree upon and implement the terms of Section 3.17 of the Development Agreement regarding the use of District funds to provide for the acquisition of Authorized Facilities, the issuance and sale of the bonds for the District to finance the design and acquisition of such Authorized Facilities and expenses incidental thereto and to provide the terms of any reimbursement to the Owner.

AGREEMENTS

NOW, THEREFORE, in consideration of the preceding recitals and the mutual covenants hereinafter contained, the parties agree as follows:

1. Establishment of District. The City has conducted proceedings pursuant to the Act for the establishment of the District. Such proceedings included but are not limited to, elections pursuant to Sections 53326 and 53327 of the California Government Code on (i) the question of the issuance of bonds for the District to finance the construction or acquisition of the aforementioned public facilities, (ii) the issue of annual levy of special taxes on all taxable property within the District to finance the facilities authorized for the District according to a methodology approved by the City in the Rate and Method of Apportionment and Manner of Collection of Special Tax (the **"RMA"**) for the District in Resolution No. 20-452 adopted November 18, 2020, including payment of bonds of the District, payment of certain impact fees for facilities and for annual administrative expenses of the City and the District in levying and collecting such special taxes, paying the principal and interest on such bonds and providing for the registration, exchange and transfer of such bonds, costs of issuance, including the fees of fiscal agents and paying agents, and any necessary replenishment for the reserve fund for such bonds, accumulation of funds for future bond payments, and (iii) the question of the establishment of an appropriations limit for the District. Defined terms used herein, but not defined herein, shall have the meaning given that term in the RMA.

The District has an authorization to levy special taxes to support up to $95,000,000 of bonds for the District (the **"Bonds"**), and pursuant to Resolution No. 20-453 adopted on November 18, 2020 by the City Council, the City authorized the issuance of a first series of bonds payable from Special Taxes levied on property within the District according to the RMA in a total authorized amount not to exceed $_____. Bonds for the District are expected to be issued in multiple series:

(i) first, being one or more series of Bonds issued during the Initial Bonding Period to finance Authorized Facilities, other than development impact fees that are subject to a Development Impact Fee Deferral; and

(ii) second, being one or more series of Bonds issued during the Deferral Bonding Period to finance the Development Impact Fee Deferral.

2. Sale of Bonds. During the Initial Bonding Period, the City shall proceed, as hereinafter provided, with the sale of Bonds (the **"Facilities Bonds**") in an aggregate amount to be determined by the City (consistent with Section 3.17 of the Development Agreement) for the primary purpose of generating money to pay for the cost of planning, design, construction and acquisition of authorized facilities (which are described in Exhibit B attached to the resolution of formation for the District, a copy of which, as to facilities for reimbursement, is also attached hereto as Exhibit A) (the "**Authorized Facilities**"), other than the deferred development impact fees. During the Deferral Bonding Period (which follows the Initial Bonding Period), the City shall, proceed with the sale of Bonds (the **"Deferral Bonds"**) issued for the sole purpose of financing the Development Impact Fee Deferral.

The following considerations shall be included in the determination of the principal amount of each series of Facilities Bonds:

(i) preserving a sufficient amount of bond authorization to finance the amount of Development Impact Fee Deferral reasonably anticipated by the City;

(ii) it should not be necessary to levy a Special Tax on any Developed Parcel to pay annual debt service on any Facilities Bonds following the date that occurs 30 years after the date of the first levy of Special Tax on such Developed Parcel (however, Special Taxes from such parcel would remain subject to the pledge for payment of all Bonds until all such Bonds are retired); and

(iii) if the aggregate amount of proceeds generated by all Facilities Bonds is insufficient to pay the full cost of all Authorized Facilities, the City will levy Special Taxes in amounts sufficient to fund such shortfall as Pay-As-You-Go Costs (and, to the extent such levy occurs during the Deferral Bonding Period, to also fund the repayment of any outstanding Deferral Bonds).

3. Tax Requirements. The City shall take all actions which, in the opinion of City's bond counsel, are necessary to conform to certain requirements of the Internal Revenue Code and regulations thereto in order to avoid classification of the Facilities Bonds as "arbitrage bonds" or the loss of tax exemption for the Facilities Bonds for any other reason.

4. Amounts to be Included in Facilities Bonds. The aggregate principal amount of the Facilities Bonds shall be determined by the City in consultation with the Owner and shall include an amount approved by the City to reimburse Owner in accordance with this Agreement for costs and expenses related to the design and construction of the Authorized Facilities. Reimbursement may also include certain indirect costs of the Owner related to establishment of the District and the design and construction of the Authorized Facilities; provided that the City shall determine the amount to be so reimbursed on the basis of detailed itemizations of costs provided by Owner and the decision of the City shall be final. In no event shall Owner be reimbursed from Facilities Bond proceeds for (i) in-house administrative overhead (except that Owner shall be entitled to payment equal to four percent (4%) of actual construction costs as and for project and construction

management services), (ii) interest expense incurred by Owner on moneys advanced during the proceedings for formation of the District and issuance of Facilities Bonds, and during construction of the Authorized Facilities, and (iii) any other costs and expenses incurred by Owner which are not authorized by the Act.

The aggregate principal amount of the Facilities Bonds shall also include an amount needed to fund a reserve fund for the payment of principal of and interest on the Facilities Bonds as is determined by the City to be necessary and appropriate, capitalized interest on the Facilities Bonds, if requested by the Owner, for such period as the City shall determine is appropriate, the amount of the discount of the underwriter who purchases the Facilities Bonds, and other expenses incurred by the City in connection with the issuance and sale of the Facilities Bonds, including bond counsel fees, legal fees, fees of the bank which will act as transfer agent, registrar and paying/fiscal agent for the Facilities Bonds, other fees and costs normally incidental to the sale of bonds, and such other fees and costs enumerated in Section 53345.3 of the California Government Code as the City determines are necessary and appropriate.

5. Design; Reimbursements. Authorized Facilities to be acquired by the City shall be designed in conformance with all applicable City standards, requirements and the Development Agreement. Upon completion of the design of each such Authorized Facility to the satisfaction of the City and when Owner has paid to the City all applicable plan checking and other fees, the City shall notify Owner that the design of the Authorized Facility is completed and acceptable to the City. It shall be the responsibility of Owner, not the City, to determine the requirements for design and construction of Authorized Facilities to be acquired by or dedicated to other public agencies, and City's acceptance of Owner's design shall not relieve Owner of this responsibility.

Owner shall be reimbursed out of the proceeds of the sale of the Facilities Bonds and excess Special Tax for Owner's expenses incurred in designing the Authorized Facilities, including all applicable plan checking and other fees paid by Owner as provided above in this Section, subject to the City's determination of the amount to be so reimbursed pursuant to the terms hereof, and subject to the limitation that reimbursement in all cases is to be made from available bond proceeds of the District and from no other source. Pursuant to Section 3.5.2 of the Development Agreement, reimbursement for the cost of construction of all arterial roadways and underground facilities below such roadways, including design and plan check services, shall be made via progress payments, based on invoices for actual work constructed, for stages of the arterial roadway improvements as described in Section 3.5.2 of the Development Agreement that have been signed off by City inspectors, and, for all other Authorized Facilities, in one or more lump sum payments only after City has received and approved all invoices for such services associated with any particular Authorized Facility.

Notwithstanding the preceding provisions of this Section, if the City determines that Owner is not proceeding with the design of the Authorized Facilities on a reasonable schedule which will enable the City to ensure that construction of all of the Authorized Facilities can be completed within the time specified in Section 6 hereof, the City may take over the design of the Authorized Facilities by giving Owner written notice thereof. Upon receipt of such a notice, Owner shall surrender to the City all plans and specifications which have then been completed or which are in progress.

If the City takes over the design of the Authorized Facilities as provided above, the City shall reimburse Owner from the proceeds of the sale of the Facilities Bonds a reasonable amount, as determined by the City, for the expenses incurred by Owner in connection with the design of the Authorized Facilities to the extent such expenses have not previously been reimbursed. The

City's obligation to reimburse is only from and to the extent of funds remaining, after payment for the Authorized Facilities, to do so.

6. Construction for Acquisition. The City shall only be required to acquire from Owner those Authorized Facilities which will ultimately be owned by the City. Owner shall proceed with the construction of the Authorized Facilities in accordance with the approved plans and specifications (either prior to or following the formation and confirmation of the authority of the District).

For construction of Authorized Facilities under this Section, the Owner shall comply with all of the following requirements to ensure that the Authorized Facilities will be constructed as if they had been constructed under the direction and supervision, or under the authority of the City:

The plans and specifications, the bidding and contract award procedures, and the bidding and contract documents shall be approved by the City Engineer for conformance with City codes and policy.

Based on qualifications submitted by the contractors, the Owner, in consultation with the City Engineer, shall select a list of qualified bidders for each element of work. If the Owner determines that the nature of a particular element of the construction does not require a pre-qualified bid list, the Owner may allow a particular element of the work to be bid without a pre-qualified bid list.

(a) Owner shall receive and open bids, and report the results to the City Engineer. Any value engineering proposals shall be submitted to the City Engineer for approval. The City Engineer may, after consulting with Owner, require changes to the work in respect of the value engineering proposals, and Owner shall promptly order such changes. The City Engineer shall be consulted with respect to any proposed change to the originally-approved design. The contract or contracts for the construction of the Authorized Facilities shall be awarded to the responsible bidder(s) submitting the lowest responsible bid(s) for the construction of the Authorized Facilities, as determined by the Owner.

(b) Owner is required, and the specifications and bid and contract documents shall require all contractors and subcontractors, to pay prevailing wages and to otherwise comply with applicable provisions of the California Labor Code and Government Code.

(c) All contractors and subcontractors shall be required to provide proof of insurance coverage throughout the term of the construction of the Authorized Facilities.

(d) No contractor or subcontractor may be listed on a bid proposal for the Authorized Facilities unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5. No contractor or subcontractor may work on the Authorized Facilities unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5. Owner shall be responsible for ensuring that these contractor registration requirements are adhered to since construction of the Authorized Facilities is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

(e) Owner shall notify the Department of Industrial Relations within five (5) days of the award of the initial prime contract for the Authorized Facilities.

(f) Owner shall comply with all federal, state and local laws, ordinances and regulations applicable to the construction of the Authorized Facilities.

Owner shall cause the Authorized Facilities to be constructed in an expeditious manner so that construction of all such Authorized Facilities shall be completed by such date as may be required by the Development Agreement or upon which the City and Owner may agree; provided, however, that the construction of Authorized Facilities to be financed by a specific series of Facilities Bonds shall proceed and be completed so that the proceeds of such series of Facilities Bonds are expended for the construction or acquisition of such Authorized Facilities within three (3) years from the date of their issuance.

7. Payment; Cost Overruns; Shortfalls. The City and Owner agree that it is in their mutual best interest for Owner to construct the Authorized Facilities with the understanding that the Authorized Facilities shall be dedicated to the City and the City shall pay the cost to construct such Authorized Facilities to the extent funds are available from proceeds of the sale of Facilities Bonds and from excess Special Taxes.

All cost overruns in the construction of the Authorized Facilities shall be the responsibility of the Owner, except those cost overruns due to unforeseeable construction conditions encountered in the field for which a City-approved change order has been issued, or due to change orders for additional or changed work required in writing by the City, which shall be reimbursed to Owner from the proceeds of the sale of Facilities Bonds or Special Taxes, as provided below. Any cost savings achieved in an element of any of the Authorized Facilities constructed in whole or in part with the proceeds of the sale of the Facilities Bonds shall be aggregated with all other such savings achieved throughout the District, and shall be used for any other element of the Authorized Facilities, as approved by the City.

The parties acknowledge that a shortfall is expected to occur between (a) the cost of the Authorized Facilities and (b) the amount of acquisition funds generated from the sale of Facilities Bonds and the levy of excess Special Taxes prior to the date of acquisition (as adjusted, below) (each such shortfall hereafter referred to as the **"Gap Shortfall**"). Owner agrees that the existence of a Gap Shortfall at the time that the City acquires any Authorized Facilities shall not prevent the City from acquiring the Authorized Facilities; however, the City shall, subject to the limitations of the Maximum Annual Special Tax, cause the District to impose and collect Special Taxes on Developed Parcels in amounts sufficient to repay the Gap Shortfall, the required debt service on any outstanding Facilities Bonds or Deferral Bonds, or both, and City administration costs associated therewith, and shall promptly apply such funds to the payment of outstanding Gap Shortfalls following receipt of the funds (the **"Owner's Gap Payment**").

The amount of each outstanding Gap Shortfall shall be adjusted, annually on July 1, by the percentage change, if any, in the cost established by the Engineering News-Record Construction Cost Index for the United States Twenty (20)-City Average, averaged with the CCI for San Francisco ("**CCI**") between the month in which the City acquired the Authorized Facilities for which a Gap Shortfall occurred and the date of adjustment.

City and Owner agree that the provisions of this Section 7 satisfy the parties' obligations under Section 3.17.1.3 of the Development Agreement to enter into a shortfall agreement.

8. Inspection and Approval of Construction. The City shall provide such level of inspection of the progress of construction of the Authorized Facilities to be constructed by Owner for acquisition by the City as it deems necessary, and its inspectors shall have access to the construction sites at all times for the purpose of conducting their inspection. Owner and its

contractors shall cooperate in every way with the City and its inspectors to ensure that they are afforded an adequate opportunity to inspect each and every phase of the progress of construction of each and every such Authorized Facility. Upon completion of the construction of an Authorized Facility (either in its entirety, or a portion thereof), constructed by Owner, and upon receipt of written notification from City's inspectors that construction thereof has been completed in accordance with the plans and specifications thereof and the City's standard requirements, and upon receipt of satisfactory proof, based on the records of Owner and the City and such certifications as the City may require, that the requirements of Section 6 hereof have been satisfied, the City shall notify Owner in writing that the construction of the Authorized Facility, or portion thereof has been satisfactorily completed; provided, however, that Owner, not the City, shall be responsible for determining satisfaction of requirements of other public agencies with respect to the Authorized Facilities. Upon receiving such notification of a completed Authorized Facility, the City Clerk staff shall file with the County Recorder of the County of Placer a Notice of Completion pursuant to the provision of Section 9204 of the California Civil Code, and supply to Owner a duplicate copy of each such Notice of Completion showing thereon the date of filing with the County Records. The costs incurred by the City in inspecting and approving the construction of the bond financed Authorized Facilities may be paid or reimbursed from the proceeds of the sale of the Facilities Bonds for the District.

9. Liens. Upon the expiration of the time for the recording of claims of liens as prescribed by Section 8412 and 8414 of the California Civil Code, Owner shall provide to the City such evidence or proof as the City shall require that all persons, firms and corporations supplying work, labor, materials, supplies and equipment to the construction of the Authorized Facilities (or approved portion thereof) constructed by Owner for acquisition by the City have been paid, and that no claims of liens have been recorded by or on behalf of any such person, firm or corporation.

10. Acquisition; Maintenance. Upon completion of the construction of each Authorized Facility or portion thereof constructed by Owner for acquisition by the City, the City shall determine the acquisition price to be paid by the City for the acquisition of the completed Authorized Facility or portion thereof from Owner. The acquisition price as to each Authorized Facility or portion thereof shall include the actual cost of construction thereof as determined by the contract prices as set forth in contracts and purchase orders entered into by Owner with its contractors, and suppliers. Owner shall furnish to the City such proof of the amounts which Owner contends should be included in the acquisition price for a completed Authorized Facility or portion thereof as the City shall require, together with lien releases from all contractors and suppliers providing work and materials for the completed Authorized Facility or portion thereof in form satisfactory to the City. The City shall have ten (10) days to determine the acquisition price. The determination of the City as to the acquisition price for a completed Authorized Facility or portion thereof shall be final.

Upon determining the acquisition price for a completed Authorized Facility or portion thereof, the City shall promptly notify Owner in writing of such acquisition price. Upon presentation by Owner to the City of such documents, including lien releases, as the City shall require as to the completed Authorized Facility or portion thereof, the City shall, within ten (10) days thereafter, pay from available proceeds of the sale of the Facilities Bonds and/or excess Special Taxes, the amount of the acquisition price for the completed Authorized Facility or portion thereof, but in the case of a completed Authorized Facility less a retention of 150% of the value of “Punch List” work not completed. The City shall hold the retention amount on all Authorized Facilities acquired until the Punch List work is completed and accepted by the City, at which time, the retention amount (or so much of the retention amount that was not applied by the City to the completion of the Punch List work) shall, upon the Owner’s direction, be (1) promptly released to Owner, (2) promptly released to the appropriate contractor designated by the Owner or (3) retained by the

City in lieu of the Owner obtaining a maintenance bond during the warranty period described below.

The administrative procedure to implement the foregoing is as follows. Owner shall notify the City Engineer that an Authorized Facility, or particular stage of an Authorized Facility, as provided in Section 3.5.1 of the Development Agreement, is complete and shall furnish proof of the amounts to be included in the acquisition price, together with lien releases. Development Services staff shall then inspect the Authorized Facility to confirm completion. Development Services staff shall then notify City's Finance Department regarding completion and shall request payment to Owner. Within ten (10) days thereafter, and provided that the improvement has been conveyed to City or irrevocably offered for dedication, or, in the case of Authorized Facilities for which progress payments are provided for in the Development Agreement, invoices for actual work constructed have been presented by Owner to the City and the particular Authorized Facilities have been signed off by City inspectors, City shall issue payment to Owner in the requested amount, further provided and to the extent that funds are available, except that Owner shall choose one of the following options prior to release of the final five percent (5%): (1) City shall retain five percent (5%) of the total invoiced amounts until expiration of a warranty period of one-year from the date of completion for the subject Authorized Facility; or (2) Owner shall obtain a maintenance bond until expiration of the one-year warranty period for the subject Authorized Facility. Upon expiration of the one-year warranty period, the five percent (5%) retention shall be disbursed to Owner or the maintenance bond shall be released, less any amounts utilized by the City for warranty work. Notwithstanding the preceding provisions of this Section, the City will not pay for the acquisition of any Authorized Facilities or portion thereof unless and until the street, drainage or other utility rights of way where they are located have been irrevocably offered to the City for dedication, except in the case of Authorized Facilities for which progress payments are to be paid by City as provided for in Section 3.5.2 of the Development Agreement, based on invoices for actual work constructed that have been signed off by City inspectors.

Until an Authorized Facility, or portion thereof, is acquired by the City, Owner shall maintain it, and shall transfer it to the City free of any liens and in good operating condition. Upon the acquisition of an Authorized Facility, or portion thereof, by the City, the City shall, except as otherwise provided in the Project Approvals, become responsible for its maintenance, subject to any contractor's warranty or maintenance provisions of bonds required under the Final Map or other City approval, or under any other agreement.

11. Indemnification; Insurance. Owner shall defend, indemnify and hold harmless the City, the District, and their officers, agents and employees from any and all liability, cost and expense in connection with the construction of the Authorized Facilities to be constructed by Owner for acquisition by the City, including, but not limited to, liability, costs, expenses and claims arising, under the procedures set forth in Section 6 of this Agreement. Owner shall also defend, indemnify and hold harmless the City, the District, and their officers, agents and employees from any and all liability, cost and expense in connection with the ownership of the Authorized Facilities to be constructed by Owner for acquisition by the City prior to the time the City accepts the Authorized Facilities, whether or not such Authorized Facilities are to be acquired with bond proceeds; provided that the Owner shall not be responsible for liability arising from the negligence or willful misconduct of the indemnified parties. Owner shall procure and provide or cause contractor to procure and provide, until construction of all of the Authorized Facilities to be constructed by Owner is completed and acceptance thereof by the City has occurred, a commercial general liability insurance, in a form acceptable to the City, naming the City, the District and their officers, agents and employees as additional insureds, having a single aggregate liability limit as to all coverages provided thereby in the amount of Two Million Dollars ($2,000,000). Before commencing the construction of any Authorized Facility, Owner shall provide

or cause contractor to provide the City with a certification of insurance and endorsement as to such insurance in a form acceptable to the City, and Owner shall upon each renewal of such insurance policy provide the City with a new certificate of insurance with respect thereto.

Owner shall also furnish or cause contractor to furnish to the City, prior to commencing the construction of any Authorized Facility to be constructed by Owner for acquisition by the City, a certificate of insurance evidencing that Owner has procured and has in force a current policy of workers' compensation insurance in compliance with California law as to all workers to be employed by Owner in connection with the design and construction of the Authorized Facilities. Owner shall require each person, firm or corporation with whom it contracts in connection with the design and construction of the Authorized Facilities to provide and maintain such workers' compensation insurance and a commercial general liability insurance in the amount hereinabove specified and in a form acceptable to the City. Owner shall provide to the City proof, in such form and at such intervals as set forth below, that each contractor with whom it contracts has procured and is maintaining such insurance.

Upon the execution of each contract with each person, firm or corporation with whom Owner contracts in connection with the design and construction of the Authorized Facilities and prior to permitting any such person, firm or corporation to commence work under such contract, Owner shall provide or cause contractor to provide to the City a certificate from the insurance providers for each such contractor that the contractor has in force the insurance policies required of it under this Section 11, that the City is named as an additional insured on the commercial general liability insurance of such contractor, and that the policies will not be canceled or allowed to lapse without 30 days written notice to the City.

The premiums paid by Owner for the insurance required by this Section may be included in the acquisition price to be paid by the City for the Authorized Facilities to be constructed by Owner as an incidental cost.

12. Ownership of Facilities. Notwithstanding that some of the Authorized Facilities to be constructed by Owner for acquisition by the City may be constructed in dedicated street rights-of-way or on property which has been or will be dedicated or offered for dedication to the City, District or Public Utility, such Authorized Facilities or any portion thereof shall be and remain the property of Owner, and Owner shall be responsible for any loss or damage thereto or liability arising therefrom, until they are acquired by the City or other agencies as provided in the preceding Sections of this Agreement. Such ownership by Owner shall likewise not be affected by any agreement which Owner may enter into with the City pursuant to the provisions of the Subdivision Map Act, Section 66410 et seq. of the California Government Code, which may contain or include provisions with respect to the construction and ownership of public facilities which may seem to be contradictory to the provision of this Agreement, and the provisions of this Section shall control.

13. Improvement Security. Notwithstanding any other provisions of this Agreement, Owner shall be required to agree to construct and to secure or cause contractor to secure the construction and completion of construction of the Authorized Facilities, or portions thereof, as a condition precedent to the approval of subdivision or parcel maps for portions of the Property as required by the City pursuant to Section 66462 and Sections 66499 through 66499.10 of the Government Code.

The aggregate principal amount of the improvement bonds or other security provided by Owner or contractor pursuant to this Section shall be reduced by such amount as the City shall determine is appropriate upon receipt of the proceeds from the sale of the Facilities Bonds. The

amount of the reduction of such aggregate principal amount shall be determined by the City based on the amount of each such improvement bond or other security which relates to the Authorized Facilities to be constructed or acquired with the proceeds of the sale of the Facilities Bonds. The foregoing provisions notwithstanding, upon the issuance and proceeds from the sale of the Facilities Bonds, Owner shall not be required to post any other security for roadway Capital Improvement Program improvements as provided in Section 3.5.4.2 of the Development Agreement.

All subdivision and performance bonds shall provide, among other things, that the principal thereof whether that be Owner or its contractor(s), guarantees that the completed Authorized Facilities shall be free from defects resulting from faulty workmanship and materials for a period of one year from the date of acceptance by the City, and the obligation of the surety shall extend to the fulfilling of that guarantee. At the end of said one year period and subject to certification of the City Engineer that any defects have been corrected, the obligation of the principal and surety named therein shall cease.

14. Failure to Complete Construction. Notwithstanding the preceding provisions, of this Agreement, if Owner fails to expeditiously prosecute the construction of the Authorized Facilities to be constructed by Owner for acquisition by the City, the City shall have the right and may elect to take over the construction of such Authorized Facilities, or any part thereof, if City determines it is necessary for City to so proceed in order to protect the City's interests. If the City elects to so proceed, it shall notify Owner in writing that if Owner does not satisfy the City that construction is proceeding expeditiously on the construction of an Authorized Facility within thirty (30) days after receipt of such notice, the City will take over the construction of such Authorized Facilities. If after receiving such a written notification Owner does not satisfy the City that it is proceeding expeditiously to construct that portion of the Authorized Facilities identified in the written notification to the satisfaction of the City, within thirty (30) days from the date of receipt thereof, Owner shall relinquish to the City all design documents, and shall cooperate with the City in every way to ensure that the construction of the Authorized Facilities will be completed expeditiously.

Notwithstanding the provisions of this Section, the only sources of funds to be utilized by the City for the construction of any such Authorized Facilities shall be (i) the proceeds of the sale of the Facilities Bonds and, at City's discretion, (ii) Special Taxes in excess of that required to pay debt service on Facilities Bonds or Deferral Bonds, or both, (iii) the proceeds of applicable City development fees collected pursuant to the applicable codes, ordinances and policies of the City, including development fees paid through levies of the special taxes of the District, (iv) proceeds from the sale of the bonds of another community facilities district or assessment district established over and including property in the City, (v) interest earnings on the reserve fund for the Facilities Bonds, to the extent such earnings are determined by the City to be available for construction of the Authorized Facilities, (vi) the Owner's subdivision bond or bonds to the extent applicable, (vii) any other performance security that may have been provided by the Owner, and (viii) the Owner's and/or contractors' performance bonds. To the extent that the proceeds of the sale of the Facilities Bonds and such other funds may be insufficient to pay for the construction of an Authorized Facility which will be constructed by the City pursuant to this Section, the City may either construct only those Authorized Facilities which can be constructed within the total of the amounts of the proceeds from the sale of the Facilities Bonds and such other funds which are available therefor, or the City may proceed to complete the Authorized Facilities and charge the Owner, the Owner's bond or any contractor's bond for the costs thereof.

15. Owner Responsibility for Satisfaction of Improvements required by Conditions of Approval. If the aggregate principal amount of all Facilities Bonds and excess Special Taxes are

not sufficient to construct and acquire all of the Authorized Facilities, Owner shall nevertheless construct and dedicate to the City the Authorized Facilities required by the Development Agreement, and the City may require such assurances of performance as the City deems appropriate.

16. Construction of Other Facilities. Owner shall also proceed expeditiously with the design and construction of the other improvements and facilities, other than the Authorized Facilities, which are necessary to the development of the Property and the provision of municipal services within the District and to the residents therein. Such other public improvements and facilities shall be designed and constructed on a schedule which will not delay or interfere in any way with the design and construction of the Authorized Facilities. The provisions of this Section shall not supersede those of any other agreement between Owner and the City.

17. Development Schedule. Owner shall also proceed with the construction of the Authorized Facilities with all commercially reasonable diligence to ensure that such development is completed in a reasonable time. If Owner does not so proceed with the development of the Property, the City may take action as specified in Section 14 hereof and, in addition, may withhold payment of acquisition costs hereunder.

18. Binding on Community Facilities District. The District shall automatically become a party to this Agreement to the extent permitted by California law, and all provisions hereof which apply to the City shall also apply to the District. The City Council of the City, acting for the District, shall perform all parts of this Agreement which require performance on the part of the District.

19. Assignment. Owner may not assign this Agreement or any right or duty hereunder to a non-affiliated assignee without the express written approval of the City. The City may condition any such approval on proof of the financial responsibility and experience of a proposed assignee to undertake and perform the duties and responsibilities of Owner under this Agreement. The City's approval of an assignment of this Agreement and the rights and duties of Owner hereunder shall not be unreasonably withheld. Notwithstanding the foregoing, Owner may, by written direction to the City, designate any other person or entity to receive disbursement of moneys otherwise due to the Owner hereunder.

20. Prompt Action. All consents, approvals and determinations required of either the City or Owner pursuant to this Agreement shall be promptly given or made, and shall not be unreasonably withheld.

21. Notice to Owner. Any notice to Owner required hereunder shall be addressed as follows, unless the City has been notified of a change of address:

DF Properties, Inc.
Attn: Jeff Ronten, Exec. VP/CFO
1700 Eureka Road, Sutie 150C
Roseville, California 95661

22. General. This Agreement contains the entire agreement between the parties with respect to the matters herein provided for, and may be amended by a subsequent written agreement signed on behalf of both parties. This Agreement is for the exclusive benefit of Owner and the City and shall not be construed to confer any rights or benefits upon any persons other than the City and the Owner. This Agreement shall, however, inure to the benefit of and be binding upon the successors and assigns of the parties. This Agreement shall be construed and governed by the Constitution and laws of the State of California. Should either party to this Agreement

commence a court action or proceeding against the other party with respect to this Agreement or the design and acquisition or construction of the Authorized Facilities, the Party prevailing in such action or proceeding shall be entitled to receive from the losing party its attorney's fees, expert witness fees, court costs, and other costs incurred by it in prosecuting or defending such action or proceeding. The captions of the sections of this Agreement are provided for convenience temporarily, and shall not have any bearing on the interpretation of any section hereof. This Agreement may be executed in several counterparts, each of which shall be an original of the same Agreement.

[SIGNATURE BLOCK NEXT PAGE]

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Agreement 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 _____, 20___, and OWNER has caused this Agreement to be executed.

CITY OF ROSEVILLE,
a municipal corporation

By: _____
DOMINICK CASEY
City Manager

By: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

By: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

By: _____
DENNIS KAUFFMAN
Assistant City Manager/Chief Financial Officer

DF PROPERTIES, INC., a _____
corporation

By: _____

Its: _____

EXHIBIT A

City of Roseville
Baseline at Sierra Vista
Community Facilities District No. 1
(Improvement Area No. 1)
(Public Facilities)
Placer County, California

LIST OF AUTHORIZED FACILITIES AND SERVICES

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;

- Baseline Road.
- Fiddyment Road.
- Vista Grande Boulevard.
- Upland Drive.
- San Fernando Drive.
- Sierra Village Drive.
- Market Street.

Eligible roadway improvements include the following items: acquisition of land and easements; roadway design; project management; geotechnical engineering, testing and observations; bridge crossings and culverts; clearing, grubbing, and demolition; grading, soil import/export, paving (including slurry seal), and decorative/enhanced pavement concrete or pavers; power pole relocations; joint trenches, underground utilities, and undergrounding of existing utilities; dry utilities and appurtenances; curbs, gutters, sidewalks, bike trails (including on- and off-site), park and ride facilities, bus rapid transit improvements, including transfer stations and regional public transit improvements; retaining walls, sound walls, enhanced fencing, and access ramps; street lights, signalization, and traffic signal control systems; bus turnouts; signs and striping; erosion control; median and parkway landscaping and irrigation; entry monumentation; bus shelters; masonry walls; traffic control and agency fees; and other improvements related thereto. Eligible improvements for the roads listed above also include any and all necessary

underground potable and non-potable water, sanitary sewer, and storm drainage system improvements.

Potable and Non-Potable Water System Improvements

Authorized facilities include any and all on- and off-site backbone water facilities designed to meet the needs of development of the project. These facilities include potable and non-potable mains, valves, services, and appurtenances; wells; and water treatment and storage facilities, and related improvements, including but not limited to: site clearing, grading, and paving; curbs and gutters; recycled water storage tanks, booster pump stations, and all appurtenances thereto; wells; water treatment; stand-by generator; site lighting, drainage, sanitary sewer, and water service; landscaping and irrigation; access gates and fencing; striping and signage; and the following:

- Water lines in/associated with authorized facility roads.
- Recycled water lines in/associated with authorized facility roads.
- Well construction or financial contributions thereto on, but not limited to, Specific Plan Parcels FD-63 or 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 3.14.7).

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 planned on Specific Plan Parcel DF-50.
- Construction of Paseos.

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 related to Specific Plan Parcels DF-70, DF-71, DF-72, DF-80, and DF-81.
- 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 include any and all public facilities or infrastructure, including the project's pro-rata contribution to the land acquisition of the off-site fire station site, site clearing, grading, and street frontage improvements including curbs, gutters, and paving, including, but not limited to:

- Fire station reimbursement obligations in DA Section 3.23.

Development Impact Fees

Authorized facilities include development impact fees paid and not otherwise reimbursed, whether standard City or County fees levied at the time of the issuance of a building permit or required as part of the DA for the property. Fees include, but are not limited to, the South Placer Regional Transportation Authority Tier II Traffic Fee, City of Roseville City Wide Park Fee, City of Roseville Public Facilities Fee, and Public Benefit Fee (as defined in Section 3.14.3 of the DA for the property).

Formation, Administrative, and Incidental Expenses

In addition to the above facilities, other expenses incidental to the above and authorized by the Mello-Roos Community Facilities Act of 1982, including but not limited to: the cost of planning, permitting, and designing the facilities (including the cost of environmental evaluation, orthophotography, environmental remediation/mitigation, and preparation of an overarching Operation and Maintenance Plan for the City of Roseville Open Space Preserves); land acquisition and easement payments for the facilities; project management; construction staking; engineering studies and reports; utility relocation and demolition costs incidental to construction of the facilities, wetland/Species mitigation purchase; reimbursements to other areas for infrastructure facilities or planning serving development in the CFD; Sierra Vista Specific Plan planning, legal, engineering, technical studies costs related to the facilities and any other expenses incidental to the construction, completion, and inspection of the facilities.

In addition, costs eligible to be financed by the CFD shall include all costs associated with the formation and ongoing administration of the CFD and issuance of bonds; determination of the amount of taxes and collection of taxes; inspection, plan check and other costs related to acceptance of the facilities by the City, payment of taxes; and any other costs incurred to carry out the authorized purposes of the CFD.

Authorized Services

The authorized services to be funded from the levy and collection of annual maintenance special taxes are the provision of public services, maintenance and operation related to any facilities authorized to be funded by the CFD with a useful life of 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 a 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.

PRELIMINARY OFFICIAL STATEMENT DATED SEPTEMBER ____, 2021

NEW ISSUE–FULL BOOK ENTRY **NOT RATED**

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

**$_____*
CITY OF ROSEVILLE
BASELINE AT SIERRA VISTA COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES)
IMPROVEMENT AREA NO. 1
SPECIAL TAX BONDS
SERIES 2021**

Dated: Date of Delivery **Due: September 1, as shown on inside cover**

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

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

The 2021 Bonds are secured by and payable from a pledge of Special Tax Revenues (as defined herein) derived from Special Taxes (as defined herein) to be levied by the City on real property within Improvement Area No. 1, from the proceeds of any foreclosure actions brought following a delinquency in the payment of the Special Taxes, and from amounts held in certain funds under the Fiscal Agent Agreement, all as more fully described herein. **Unpaid Special Taxes do not constitute a personal indebtedness of the owners of the parcels within Improvement Area No. 1. In the event of delinquency, proceedings may be conducted only against the parcel of real property securing the delinquent Special Tax. There is no assurance the owners will be able to pay the Special Tax or that they will pay a Special Tax even though financially able to do so.** To provide funds for payment of the 2021 Bonds and the interest thereon as a result of any delinquent Special Taxes, the City will establish a debt service reserve account for the 2021 Bonds from proceeds of the 2021 Bonds, as described herein. See "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS."

Property currently in Improvement Area No. 1 and subject to the Special Tax is proposed to be developed into 218 single-family residential units (115 LDR and 103 MDR) in the Sierra Vista Specific Plan, which is located in the southwestern portion of the City. DF Properties, Inc., a California corporation (the "Master Developer"), is under contract to sell all 218 planned lots to SV 218, LLC (an entity related to JMC Homes, which will be building the homes), subject to certain conditions as described herein. See "THE DISTRICT" and "OWNERSHIP OF PROPERTY WITHIN THE DISTRICT."

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

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

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

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

[Underwriter logo]

The date of this Official Statement is _____, 2021.

_____
* Preliminary; subject to change.

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or a solicitation of an offer to buy nor shall there be any sale of these securities in any jurisdiction in which such offer solicitation or sale would be unlawful prior to registration or qualification under the securities laws of such jurisdiction.

CITY OF ROSEVILLE
BASELINE AT SIERRA VISTA COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES)
IMPROVEMENT AREA NO. 1
SPECIAL TAX BONDS
SERIES 2021

MATURITY SCHEDULE

Maturity (Sept. 1)	Principal Amount	Interest Rate	Yield	Price	CUSIP† (_____)

$_____ _____% Term Bond Due September 1, 20___; Yield ____%; Price: ____%
CUSIP†: _____

† *Copyright 2021, American Bankers Association. CUSIP data herein are provided by CUSIP Global Services, managed by Standard & Poor's Capital IQ, and are provided for convenience of reference only. Neither the City nor the Underwriter assumes any responsibility for the accuracy of these CUSIP data.*

CITY OF ROSEVILLE, CALIFORNIA

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

City Staff
Dominick Casey, *City Manager*
Dennis Kauffman, *Assistant City Manager/Chief Financial Officer*
Michelle Sheidenberger, *City Attorney*
Sonia Orozco, *City Clerk*

SPECIAL SERVICES

Bond Counsel and Disclosure Counsel
Jones Hall, A Professional Law Corporation
San Francisco, California

Municipal Advisor
Hilltop Securities Inc.
Encino, California

Special Tax Consultant and Administrator
Willdan Financial Services
Temecula, California

Appraiser
Integra Realty Resources
Sacramento, California

Fiscal Agent
The Bank of New York Mellon Trust Company, N.A.
San Francisco, California

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* The City Council is transitioning from at-large elections to by-district elections, which transition will be completed in connection with the November 2022 election.

GENERAL INFORMATION ABOUT THIS OFFICIAL STATEMENT

Use of Official Statement. This Official Statement is submitted in connection with the sale of the 2021 Bonds referred to herein and may not be reproduced or used, in whole or in part, for any other purpose. This Official Statement is not to be construed as a contract with the purchasers of the 2021 Bonds.

Estimates and Forecasts. When used in this Official Statement and in any continuing disclosure by the City, in any press release and in any oral statement made with the approval of an authorized officer of the City, the words or phrases "will likely result," "are expected to", "will continue", "is anticipated", "estimate", "project," "forecast", "expect", "intend" and similar expressions identify "forward looking statements." Such statements are subject to risks and uncertainties that could cause actual results to differ materially from those contemplated in such forward-looking statements. Any forecast is subject to such uncertainties. Inevitably, some assumptions used to develop the forecasts will not be realized and unanticipated events and circumstances may occur. Therefore, there are likely to be differences between forecasts and actual results, and those differences may be material. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, give rise to any implication that there has been no change in the affairs of the City since the date hereof.

Limit of Offering. No dealer, broker, salesperson or other person has been authorized by the City to give any information or to make any representations in connection with the offer or sale of the 2021 Bonds other than those contained herein and if given or made, such other information or representation must not be relied upon as having been authorized by the City or the Underwriter. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of the 2021 Bonds by a person in any jurisdiction in which it is unlawful for such person to make such an offer, solicitation or sale.

Involvement of Underwriter. The Underwriter has reviewed the information in this Official Statement in accordance with, and as a part of, their responsibilities to investors under the Federal Securities Laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information. The information and expressions of opinions herein are subject to change without notice and neither delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the City since the date hereof. All summaries of the documents referred to in this Official Statement, are made subject to the provisions of such documents, respectively, and do not purport to be complete statements of any or all of such provisions.

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITER MAY OVERALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICE OF THE 2021 BONDS AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

THE 2021 BONDS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, IN RELIANCE UPON AN EXCEPTION FROM THE REGISTRATION REQUIREMENTS CONTAINED IN SUCH ACT. THE 2021 BONDS HAVE NOT BEEN REGISTERED OR QUALIFIED UNDER THE SECURITIES LAWS OF ANY STATE.

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APPENDIX F – SUMMARY OF CERTAIN PROVISIONS OF FISCAL AGENT AGREEMENT
APPENDIX G – DTC AND THE BOOK-ENTRY ONLY SYSTEM

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OFFICIAL STATEMENT

$_____*
CITY OF ROSEVILLE
BASELINE AT SIERRA VISTA COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES)
IMPROVEMENT AREA NO. 1
SPECIAL TAX BONDS
SERIES 2021

This Official Statement, including the cover page and all Appendices hereto, is provided to furnish certain information in connection with the issuance by the City of Roseville (the "**City**") by and through Improvement Area No. 1 ("**Improvement Area No. 1**") of the City or Roseville Baseline at Sierra Vista Community Facilities District No. 1 (Public Facilities) (the "**District**") of the bonds captioned above (the "**2021 Bonds**").

Any statements made in this Official Statement involving matters of opinion or of estimates, whether or not so expressly stated, are set forth as such and not as representations of fact, and no representation is made that any of the estimates will be realized. Definitions of certain terms used herein and not defined herein have the meaning set forth in the Fiscal Agent Agreement. See "APPENDIX F – SUMMARY OF CERTAIN PROVISIONS OF FISCAL AGENT AGREEMENT*.*

INTRODUCTION

This introduction is not a summary of this Official Statement. It is only a brief description of and guide to, and is qualified by, more complete and detailed information contained in the entire Official Statement, including the cover page and attached appendices, and the documents summarized or described in this Official Statement. A full review should be made of the entire Official Statement. The offering of the 2021 Bonds to potential investors is made only by means of the entire Official Statement.

The City. The City is located in the Sacramento Valley near the foothills of the Sierra Nevada mountain range, about 16 miles northeast of Sacramento and 110 miles east of San Francisco. It lies on the Highway 80 corridor between the City of Sacramento and the City of Auburn. With an estimated population as of January 1, 2020 of approximately 145,163, the City is the largest city in Placer County (the "**County**"). For economic and demographic information regarding the area in and around the City, see "APPENDIX C – The City of Roseville and Placer County."

The District and Improvement Area No. 1. On October 7, 2020, the City Council of the City (the "**City Council**"), as legislative body of the District, adopted a Resolution of Intention to form the District, and designate Improvement Area No. 1 as an improvement area therein, under the Mello-Roos Community Facilities Act of 1982, as amended (the "**Act**"), to levy a special tax and to incur bonded indebtedness for the purpose of financing certain authorized facilities. After conducting a noticed public hearing, on November 18, 2020, the City Council adopted a Resolution of Formation (the "**Resolution of Formation**"), which established the District, designated Improvement Area No.

_____
* Preliminary; subject to change.

1 as an improvement area therein, and formed a future annexation area for the District (the "**Future Annexation Area**"), set forth the Special Tax Formula (defined below) for Improvement Area No. 1 and set forth the necessity to incur bonded indebtedness for the District in the maximum aggregate principal amount of $95,000,000 (the "**Authorization**"), initially allocated as follows: (i) for Improvement Area No. 1, $40,000,000 and (ii) for the portion of the District that is not in Improvement Area No. 1, an amount not to exceed $55,000,000. On the same day, an election was held within Improvement Area No. 1 in which the sole qualified elector in Improvement Area No. 1, the Master Developer (defined below), approved the proposed bonded indebtedness and the levy of the Special Tax. See "THE DISTRICT."

The Development, the Master Developer, SV 218, LLC and JMC Homes. Property currently in Improvement Area No. 1 and subject to the Special Tax is proposed to be developed into 218 single-family residential units (115 LDR and 103 MDR) in the Sierra Vista Specific Plan, which is located in the southwestern portion of the City. DF Properties, Inc., a California corporation (the "**Master Developer**"), is under contract to sell all 218 planned lots to SV 218, LLC, a California limited liability company ("**SV 218, LLC**"), subject to certain conditions as described herein. Home construction will be contracted with John Mourier Construction, Inc., a California corporation ("**JMC Homes**"), which is a related entity to SV 218, LLC. See "THE DISTRICT" and "OWNERSHIP OF PROPERTY WITHIN THE DISTRICT."

Authority for Issuance of the 2021 Bonds. The 2021 Bonds are issued pursuant to the Act, a resolution adopted by the City Council on September 15, 2021 (the "**Resolution of Issuance**") and a Fiscal Agent Agreement dated as of October 1, 2021 (the "**Fiscal Agent Agreement**") between the City and The Bank of New York Mellon Trust Company, N.A., as fiscal agent (the "**Fiscal Agent**").

Bond Terms. The 2021 Bonds will be dated as of and bear interest from the date of delivery thereof at the rate or rates set forth on the cover page of this Official Statement. Interest on the 2021 Bonds is payable on March 1 and September 1 of each year (each an "**Interest Payment Date**"), commencing March 1, 2022. The 2021 Bonds will be issued without coupons in denominations of $5,000 or any integral multiple thereof.

Registration of Ownership of 2021 Bonds. The 2021 Bonds will be issued only as fully registered bonds in book-entry form, registered in the name of Cede & Co., as nominee of The Depository Trust Company ("**DTC**"). Ultimate purchasers of 2021 Bonds will not receive physical certificates representing their interest in the 2021 Bonds. So long as the 2021 Bonds are registered in the name of Cede & Co., as nominee of DTC, references herein to the Owners will mean Cede & Co., and will not mean the ultimate purchasers of the 2021 Bonds. Payments of the principal, premium, if any, and interest on the 2021 Bonds will be made directly to DTC, or its nominee, Cede & Co. so long as DTC or Cede & Co. is the registered owner of the 2021 Bonds. Disbursements of such payments to DTC's Participants is the responsibility of DTC and disbursements of such payments to the Beneficial Owners is the responsibility of DTC's Participants and Indirect Participants, as more fully described herein. See "APPENDIX G – DTC AND THE BOOK-ENTRY ONLY SYSTEM."

Use of Proceeds. Proceeds of the 2021 Bonds will primarily be used to finance a portion of the costs of acquiring and constructing certain authorized public infrastructure improvements (the "**Improvements**," as described herein) as part of the development being undertaken by the Master Developer. The Improvements consist generally of roadway, water, wastewater, drainage, and other infrastructure improvements necessary for development of property within the District, as well as park and open space improvements. Proceeds of the 2021 Bonds will also be deposited to a debt

service reserve account for the 2021 Bonds, to provide capitalized interest for debt service due on the 2021 Bonds through and including September 1, 2022, and to pay costs of issuance.

Security and Source of Payment of the 2021 Bonds. As security for the payment of the 2021 Bonds, a facilities special tax applicable to each taxable parcel in Improvement Area No. 1 will be levied and collected according to the facilities tax liability determined by the City Council through the application of the Rate, Method of Apportionment, and Manner of Collection of Special Tax for Improvement Area No. 1 (the "**Special Tax Formula**"). The Special Tax Formula is set forth in its entirety in APPENDIX A hereto. The Special Tax Formula includes a services special tax component which is not security for the 2021 Bonds. Pursuant to the Special Tax Formula, a "Facilities Special Tax" will be levied and collected until the earlier of (i) the "Transition Year" (defined herein) or (ii) Fiscal Year 2084-85, and a "Maintenance Special Tax" will be levied and collected in perpetuity beginning in the Transition Year. *Only the "Facilities Special Tax" is pledged to the payment of the 2021 Bonds, and the definition of "**Special Taxes**" used in the Fiscal Agent Agreement and this Official Statement refers only to the "Facilities Special Tax" levied in accordance with the Special Tax Formula*. See "SECURITY AND SOURCES OF PAYMENT OF THE BONDS – Special Tax Methodology."

The 2021 Bonds are payable from the "**Special Tax Revenues**," consisting of the proceeds of the Special Taxes received by the City, including all scheduled payments and delinquent payments thereof, interest thereon and proceeds of the redemption or sale of property sold as a result of foreclosure of the lien of the Special Taxes, net of the administration charge of the County (currently at 1%), but do not include any interest in excess of the interest due on the Bonds or any penalties collected in connection with any such foreclosure. The 2021 Bonds are also payable from amounts held in certain funds and accounts pursuant to the Fiscal Agent Agreement, including a debt service reserve account, all as more fully described herein. See "– 2021 Reserve Account of the Reserve Fund," below.

The Special Tax represents a lien on each parcel of land subject to the Special Tax, and failure to pay the Special Taxes could result in proceedings to foreclose the delinquent parcel. The Special Taxes do not constitute the personal indebtedness of the owners of taxed parcels. See "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS."

Additional Parity Bonds. The 2021 Bonds are the first series of special tax bonds issued under the Authorization. As development progresses one or more additional series of parity bonds are expected in the future to finance additional infrastructure improvements needed for the development of the project being undertaken by the Master Developer. In addition, the City may utilize a portion of the available authorized bond amount for the funding of certain deferred impact fees owed to the City, as described below under "– Use of Bond Authorization for Development Impact Fee Deferral Bonds."

The District may issue additional bonds secured by Special Tax Revenues on parity with the 2021 Bonds (the "**Additional Bonds**," and collectively with the 2021 Bonds, the "**Bonds**"), upon the satisfaction of certain conditions set forth in the Fiscal Agent Agreement. Following the issuance of the 2021 Bonds in the amount of $6,525,000*, the remaining authorized amount of indebtedness to be issued for Improvement Area No. 1, based on the initial allocations of indebtedness within the District, is $33,475,000*. Additional Bonds are expected to be issued in the future for additional Improvements, including bonds which may be issued to pay for the Development Impact Fee

* Preliminary; subject to change.

Deferral (see the following paragraph). The actual aggregate amount of Additional Bonds to fund Improvements and the Development Impact Fee Deferral may vary depending on interest rates at the time of bond issuance, the timing of each bond issue and other factors that may impact the timing and size of each bond issue. So long as the 2021 Bonds are outstanding, issuance of any Additional Bonds must comply with certain conditions set forth in the Fiscal Agent Agreement, and no bonds having a lien senior to the lien of the 2021 Bonds are allowed. See "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Future Parity Bonds."

Use of Bond Authorization for Development Impact Fee Deferral Bonds. In connection with the approval of development in the District (including Improvement Area No. 1), the City agreed that payment of certain impact fees owed by the Master Developer and merchant builders will be deferred (referred to as the "Development Impact Fee Deferral" in the Special Tax Formula) to allow payment of the deferred fees after the 2021 Bonds have been fully paid. The City expects to receive payment for the deferred impact fees either through continued collection of Special Taxes or through the issuance of future bonds after the 2021 Bonds have matured. If the City chooses to issue bonds to pay deferred impact fees, the remaining authorization will be available to be utilized by the City as a means therefor.

2021 Reserve Account of the Reserve Fund. In connection with the issuance of the 2021 Bonds, a Reserve Fund (the "**Reserve Fund**") is being established under the Fiscal Agent Agreement, and within the Reserve Fund separate accounts are established for each series of Bonds. At the time of issuance of the 2021 Bonds, a reserve account for the 2021 Bonds will be established within the Reserve Fund (the "**2021 Reserve Account**") pursuant to the Fiscal Agent Agreement and held by the Fiscal Agent for the benefit of the 2021 Bonds. The 2021 Reserve Account is available solely for the payment of debt service on the 2021 Bonds and no other parity obligations. See "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Reserve Fund." If there are additional delinquencies after depletion of funds in the 2021 Reserve Account of the Reserve Fund, the City is not obligated to pay the 2021 Bonds or supplement the 2021 Reserve Account of the Reserve Fund.

Appraised Value of Property. Property in Improvement Area No. 1 is security for the Special Tax that secures the 2021 Bonds. The City authorized the preparation of an appraisal report (the **"Appraisal"**) for certain real property within Improvement Area No. 1, which sets forth an aggregate value of appraised taxable property currently in Improvement Area No. 1 of $22,811,000, as of July 16, 2021. The valuation assumes completion of the Improvements funded by the 2021 Bonds (but not any Additional Bonds that may be issued in the future) and accounts for the impact of the lien of the Special Tax on the value of the property. In considering the estimates of value evidenced by the appraisal, it should be noted that the appraisal is based upon a number of standard and special assumptions, which affect the estimates as to value, in addition to the assumption of completion of the Improvements and the availability of certain of the proceeds of the 2021 Bonds to finance the completion of certain Improvements. The Improvements to be paid for with proceeds of the 2021 Bonds are either under construction or now complete. See "VALUE OF PROPERTY WITHIN IMPROVEMENT AREA NO. 1 – The Appraisal" and APPENDIX B.

The appraised value of property in Improvement Area No. 1 is 3.50* times the $6,525,000* aggregate principal amount of the 2021 Bonds (there is no overlapping land-secured debt). This is based on the entirety of Improvement Area No. 1, the value to lien ratio for individual parcels will vary from the average. See "VALUE OF PROPERTY WITHIN IMPROVEMENT AREA NO. 1 – Value to Special Tax Burden Ratios."

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* Preliminary; subject to change.

Risks of Investment; COVID-19. See the section of this Official Statement entitled "SPECIAL RISK FACTORS" for a discussion of special factors that should be considered, in addition to the other matters set forth herein, in considering the investment quality of the 2021 Bonds. ***In particular, no assurance can be given that the timing of construction of homes and/or sale of homes projected by the Master Developer in this Official Statement will be accomplished. Neither the City nor the Underwriter can predict the impact of COVID-19 on home production and home sales activities or the willingness of owners of land in the District, including the Master Developer or any subsequent owner, to pay the Special Taxes securing the 2021 Bonds. See "SPECIAL RISK FACTORS – COVID-19 Pandemic."***

Limited Obligation of the City. The general fund of the City is not liable and the full faith and credit of the City is not pledged for the payment of the interest on, or principal of or redemption premiums, if any, on the 2021 Bonds. The 2021 Bonds are not secured by a legal or equitable pledge of or charge, lien or encumbrance upon any property of the City or any of its income or receipts, except the money in the funds established and pledged to the 2021 Bonds under the Fiscal Agent Agreement, and neither the payment of the interest on nor principal of or redemption premiums, if any, on the 2021 Bonds is a general debt, liability or obligation of the City. The 2021 Bonds do not constitute an indebtedness of the City within the meaning of any constitutional or statutory debt limitation or restrictions, and neither the City Council, the City nor any officer or employee thereof are liable for the payment of the interest on or principal of or redemption premiums, if any, on the 2021 Bonds other than from the proceeds of the Special Taxes and the money in the funds established and pledged to the 2021 Bonds, as provided in the Fiscal Agent Agreement.

Summary of Information. Brief descriptions of certain provisions of the Fiscal Agent Agreement, the Bonds and certain other documents are included herein. The descriptions and summaries of documents herein do not purport to be comprehensive or definitive, and reference is made to each such document for the complete details of all its respective terms and conditions, copies of which are available for inspection at the office of the Chief Financial Officer of the City. All statements herein with respect to certain rights and remedies are qualified by reference to laws and principles of equity relating to or affecting creditors' rights generally. Capitalized terms used in this Official Statement and not otherwise defined herein have the meanings ascribed to such terms in the Fiscal Agent Agreement. The information and expressions of opinion herein speak only as of the date of this Official Statement and are subject to change without notice. Neither delivery of this Official Statement, any sale made hereunder, nor any future use of this Official Statement shall, under any circumstances, create any implication that there has been no changes to the City or the land in Improvement Area No. 1 since the date hereof. *Any statements made in this Official Statement involving matters of opinion or of estimates, whether or not so expressly stated, are set forth as such and not as representations of fact, and no representation is made that any of the estimates will be realized.*

ESTIMATED SOURCES AND USES OF FUNDS

A summary of the estimated sources and uses of funds associated with the sale of the 2021 Bonds follows:

Estimated Sources of Funds:	
Principal Amount of 2021 Bonds	$
Plus/Less: [Net] Original Issue Premium/Discount	
Total	$
Estimated Uses of Funds:	
Deposit to Improvement Fund	$
Deposit to 2021 Reserve Account of the Reserve Fund[(1)]	
Deposit to Capitalized Interest Account of Bond Fund[(2)]	
Costs of Issuance[(3)]	
Total	$

(1) Equal to the Reserve Requirement for the 2021 Bonds.
(2) Represents an amount scheduled to provide for capitalized interest due on the 2021 Bonds through and including September 1, 2022.
(3) Includes fees of bond and disclosure counsel, fees, expenses and charges of the Fiscal Agent, printing costs, fees of the special tax consultant and administrator, Appraiser, and municipal advisor, Underwriter's discount, and other costs of issuance.

THE BONDS

Authority for Issuance

The 2021 Bonds are issued pursuant to the Fiscal Agent Agreement, the Resolution of Issuance and the Act.

Additional Bonds, secured on parity with the 2021 Bonds, are expected to be issued to finance the acquisition and/or construction of additional Improvements in the future. See "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Future Parity Bonds" below.

Description of the Bonds

Bond Terms. The 2021 Bonds will be dated as of and bear interest from the date of delivery thereof at the rates and mature in the amounts and years, as set forth on the cover page hereof. The 2021 Bonds are being issued in the denomination of $5,000 or any integral multiple thereof.

Interest on the 2021 Bonds will be payable semiannually on March 1 and September 1 of each year (each an "**Interest Payment Date**"), commencing March 1, 2022. The principal of the 2021 Bonds and premiums due upon the redemption thereof, if any, will be payable in lawful money of the United States of America at the principal corporate trust office of the Fiscal Agent in Los Angeles, California, or such other place as designated by the Fiscal Agent, upon presentation and surrender of the 2021 Bonds; provided that so long as any 2021 Bonds are in book-entry form, payments with respect to such 2021 Bonds will be made by wire transfer, or such other method acceptable to the Fiscal Agent, to DTC.

Book-Entry Only System. The 2021 Bonds are being issued as fully registered bonds, registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("**DTC**"), and will be available to ultimate purchasers under the book-entry system maintained by DTC. Ultimate purchasers of 2021 Bonds will not receive physical certificates representing their interest in the 2021 Bonds. So long as the 2021 Bonds are registered in the name of Cede & Co., as nominee of DTC, references herein to the Owners will mean Cede & Co., and will not mean the ultimate purchasers of the 2021 Bonds. The Fiscal Agent will make payments of the principal, premium, if any, and interest on the 2021 Bonds directly to DTC, or its nominee, Cede & Co., so long as DTC or Cede & Co. is the registered owner of the 2021 Bonds. Disbursements of such payments to DTC's Participants are the responsibility of DTC and disbursements of such payments to the Beneficial Owners are the responsibility of DTC's Participants and Indirect Participants, as more fully described herein. See "APPENDIX G – DTC AND THE BOOK-ENTRY ONLY SYSTEM."

Calculation and Payment of Interest. Interest on the 2021 Bonds will be computed on the basis of a 360-day year consisting of twelve 30-day months. Interest on the 2021 Bonds (including the final interest payment upon maturity or earlier redemption) is payable by check of the Fiscal Agent mailed on each Interest Payment Date by first class mail to the registered Owner thereof at such registered Owner's address as it appears on the registration books maintained by the Fiscal Agent at the close of business on the 15th day of the month preceding the month in which the Interest Payment Date occurs whether or not such day is a Business Day (the "**Record Date**") preceding the Interest Payment Date, or by wire transfer made on such Interest Payment Date upon written instructions received by the Fiscal Agent on or before the Record Date preceding the Interest Payment Date, of any Owner of $1,000,000 or more in aggregate principal amount of 2021 Bonds; provided that so long as any 2021 Bonds are in book-entry form, payments with respect to such

2021 Bonds will be made by wire transfer, or such other method acceptable to the Fiscal Agent, to DTC. See "APPENDIX G – DTC AND THE BOOK-ENTRY ONLY SYSTEM."

Each 2021 Bond will bear interest from the Interest Payment Date next preceding the date of authentication thereof unless (i) it is authenticated on an Interest Payment Date, in which event it will bear interest from such date of authentication, or (ii) it is authenticated prior to an Interest Payment Date and after the close of business on the Record Date preceding such Interest Payment Date, in which event it will bear interest from such Interest Payment Date, or (iii) it is authenticated prior to the Record Date preceding the first Interest Payment Date, in which event it will bear interest from the Dated Date; provided, however, that if at the time of authentication of a 2021 Bond, interest is in default thereon, such 2021 Bond will bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon. So long as the 2021 Bonds are registered in the name of Cede & Co., as nominee of DTC, payments of the principal, premium, if any, and interest on the 2021 Bonds will be made directly to DTC, or its nominee, Cede & Co. Disbursements of such payments to DTC's Participants are the responsibility of DTC and disbursements of such payments to the Beneficial Owners are the responsibility of DTC's Participants and Indirect Participants, as more fully described herein. See "APPENDIX G – DTC AND THE BOOK-ENTRY ONLY SYSTEM."

Redemption*

Optional Redemption. The 2021 Bonds are subject to optional redemption from any source of available funds (other than Prepayments of the Special Tax by property owners), in whole or in part among maturities as specified by the City and by lot within a maturity, on any date on and after September 1, 20__ at the following respective redemption prices (expressed as percentages of the principal amount of the 2021 Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

Redemption Dates	Redemption Price
September 1, 20__ through August 31, 20__	103%
September 1, 20__ through August 31, 20__	102
September 1, 20__ through August 31, 20__	101
September 1, 20__ and any date thereafter	100

Mandatory Redemption From Prepayments. The 2021 Bonds are subject to mandatory redemption from Prepayments of the Special Tax by property owners, in whole or in part among maturities of the 2021 Bonds and any Additional Bonds, as specified by the City, and by lot within a maturity, on any Interest Payment Date at the following respective redemption prices (expressed as percentages of the principal amount of the 2021 Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

Redemption Dates	Redemption Price
Interest Payment Dates through and including March 1, 20__	103%
September 1, 20__ and March 1, 20__	102
September 1, 20__ and March 1, 20__	101
September 1, 20__ and any Interest Payment Date thereafter	100

_____
* Preliminary; subject to change.

See "SPECIAL RISK FACTORS – Potential Early Redemption of Bonds from Prepayments" for a discussion of the potential for the 2021 Bonds to be priced with original issue premium and then be redeemed from Special Tax prepayments prior to maturity.

Mandatory Sinking Fund Redemption. The Term 2021 Bonds maturing September 1, 20__ and September 1, 20__ are subject to mandatory sinking payment redemption in part by lot, at a redemption price equal to 100% of the principal amount thereof to be redeemed, without premium, in the aggregate respective principal amounts as set forth in the following tables:

Term 2021 Bonds Maturing September 1, 20__

Mandatory Redemption Date (Sept. 1)	Sinking Fund Payment
(maturity)	

Term 2021 Bonds Maturing September 1, 20__

Mandatory Redemption Date (Sept. 1)	Sinking Fund Payment
(maturity)	

The amounts in the foregoing tables will be reduced pro rata, in order to maintain substantially uniform debt service, as a result of any prior partial optional redemption or mandatory redemption of the 2021 Bonds.

Purchase In Lieu of Redemption. In lieu of redemption, moneys in the Bond Fund may be used and withdrawn by the Fiscal Agent for purchase of Outstanding 2021 Bonds, upon the filing with the Fiscal Agent of an Officer's Certificate requesting such purchase, at public or private sale as and when, and at such prices (including brokerage and other charges) as such Officer's Certificate may provide, but in no event may 2021 Bonds be purchased at a price in excess of the principal amount thereof, plus interest accrued to the date of purchase.

Redemption Procedure by Fiscal Agent. The Fiscal Agent will cause notice of any redemption to be mailed by first class mail, postage prepaid, at least 20 days but not more than 60 days prior to the date fixed for redemption, to the Securities Depositories and to one or more Information Services, and to the respective registered Owners of any 2021 Bonds designated for redemption, at their addresses appearing on the registration books in the Principal Office of the Fiscal Agent; but such mailing is not a condition precedent to such redemption and failure to mail or to receive any such notice, or any defect therein, will not affect the validity of the proceedings for the redemption of such 2021 Bonds.

Such notice will state the redemption date and the redemption price and, if less than all of the then Outstanding 2021 Bonds are to be called for redemption, will designate the CUSIP numbers

and bond numbers of the 2021 Bonds to be redeemed by giving the individual CUSIP number and bond number of each 2021 Bond to be redeemed or will state that all 2021 Bonds between two stated bond numbers, both inclusive, are to be redeemed or that all of the 2021 Bonds of one or more maturities have been called for redemption, will state as to any 2021 Bond called in part the principal amount thereof to be redeemed, and will require that such 2021 Bonds be then surrendered at the Principal Office of the Fiscal Agent for redemption at the said redemption price, and will state that further interest on such 2021 Bonds will not accrue from and after the redemption date.

The City has the right to rescind any notice of the optional redemption of 2021 Bonds and such notice may be cancelled and annulled if for any reason funds will not be or are not available on the date fixed for redemption for the payment in full of the 2021 Bonds then called for redemption.

Whenever provision is made in the Fiscal Agent Agreement for the redemption of less than all of the 2021 Bonds of any maturity, the City will select the 2021 Bonds to be redeemed, from all 2021 Bonds or such given portion thereof of such maturity by lot in any manner which the City in its sole discretion deems appropriate. Upon surrender of 2021 Bonds redeemed in part only, the City will execute and the Fiscal Agent will authenticate and deliver to the registered Owner, at the expense of the City, a new 2021 Bond or 2021 Bonds, of the same series and maturity, of authorized denominations in aggregate principal amount equal to the unredeemed portion of the 2021 Bond or 2021 Bonds.

Effect of Redemption. From and after the date fixed for redemption, if funds available for the payment of the principal of, and interest and any premium on, the 2021 Bonds so called for redemption are deposited in the Bond Fund, such 2021 Bonds so called will cease to be entitled to any benefit under the Fiscal Agent Agreement other than the right to receive payment of the redemption price, and no interest will accrue thereon on or after the redemption date specified in such notice.

Transfer or Exchange of Bonds

So long as the 2021 Bonds are registered in the name of Cede & Co., as nominee of DTC, transfers and exchanges of 2021 Bonds will be made in accordance with DTC procedures. See "APPENDIX G – DTC AND THE BOOK-ENTRY ONLY SYSTEM." Any 2021 Bond may, in accordance with its terms, be transferred or exchanged by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such 2021 Bond for cancellation, accompanied by delivery of a duly written instrument of transfer in a form approved by the Fiscal Agent. Whenever any 2021 Bond or 2021 Bonds are surrendered for transfer or exchange, the City will execute and the Fiscal Agent will authenticate and deliver a new 2021 Bond or 2021 Bonds, for a like aggregate principal amount of 2021 Bonds of authorized denominations and of the same maturity. The cost for any services rendered or any expenses incurred by the Fiscal Agent in connection with any such transfer or exchange will be paid by the City. The Fiscal Agent will collect from the Owner requesting such transfer any tax or other governmental charge required to be paid with respect to such transfer or exchange. No transfers or exchanges of 2021 Bonds will be required to be made (i) within 15 days prior to the date established by the Fiscal Agent for selection of 2021 Bonds for redemption or (ii) with respect to a 2021 Bond after such 2021 Bond has been selected for redemption.

SECURITY AND SOURCES OF PAYMENT FOR THE BONDS

Special Taxes

The Bonds (consisting of the 2021 Bonds and any Additional Bonds that may be issued in the future) are payable from and secured by proceeds of the Special Taxes received by the City, including all scheduled payments and delinquent payments thereof, interest and proceeds of the redemption or sale of property sold as a result of foreclosure of the lien of the Special Taxes (but excluding any interest in excess of the interest due on the Bonds or any penalties collected in connection with any such foreclosure), and net of a 1% administration charge of the County (the "**Special Tax Revenues**"). All of the Special Tax Revenues and all moneys deposited in the Bond Fund and, until disbursed as provided herein, in the Improvement Fund and the Special Tax Fund are pledged to secure the repayment of the Bonds. In addition, with respect to each Series of Bonds, all moneys in the applicable subaccount within the Reserve Fund for such Series is pledged to secure the repayment of the applicable Series. The Special Tax Revenues and all moneys deposited into such funds (except as otherwise provided in the Fiscal Agent Agreement) are dedicated to the payment of the principal of, including any mandatory sinking fund payments, and interest and any premium on, the Bonds as provided in the Fiscal Agent Agreement and in the Act until all of the Bonds have been paid and retired or defeased in accordance with the Fiscal Agent Agreement.

A Special Tax applicable to each taxable parcel in Improvement Area No. 1 will be levied and collected according to the tax amount determined by the City Council through the application of the Special Tax Formula administered by Willdan Financial Services, Temecula, California (the "**Special Tax Administrator**") and set forth in APPENDIX A hereto for all taxable properties in Improvement Area No. 1. Prior to remittance of the Special Tax collections to the City, the County deducts and retains a 1% County administration fee, as noted above. Interest and principal on the Bonds is payable from the annual Special Tax Revenues to be paid to the City from Special Tax levies and collections on taxable property within Improvement Area No. 1, from amounts held in certain funds and accounts established under the Fiscal Agent Agreement and from the proceeds, if any, from the sale of such property for delinquency of such Special Taxes.

The Special Taxes are exempt from the property tax limitation of Article XIIIA of the California Constitution, pursuant to Section 4 thereof as a "special tax" authorized by a two-thirds vote of the qualified electors. The levy of the Special Taxes was authorized by the City pursuant to the Act in an amount determined according to the Special Tax Formula approved by the City. See "Special Tax Methodology" below and "APPENDIX A – RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX."

The amount of Special Taxes that the City may levy in any year, and from which principal and interest on the Bonds is to be paid, is strictly limited by the maximum rates approved by the qualified electors within Improvement Area No. 1, which is set forth in the Special Tax Formula. Under the Special Tax Formula, Special Taxes for the purpose of making payments on the Bonds will be levied annually in an amount not in excess of the maximum approved amount. The Special Taxes and any interest earned on the Special Taxes constitute a trust fund for the principal of and interest on the Bonds pursuant to the Fiscal Agent Agreement and, so long as the principal of and interest on these obligations remains unpaid, the Special Taxes and investment earnings thereon will not be used for any other purpose, except as permitted by the Fiscal Agent Agreement, and will be held in trust for the benefit of the owners thereof and will be applied pursuant to the Fiscal Agent Agreement. The Special Tax Formula apportions the Annual Facilities Costs (as defined in the Special Tax Formula and described below) among the taxable parcels of real property within Improvement Area No. 1 according to the rate and methodology set forth in the Special Tax Formula.

See "– Special Tax Methodology" below. See also "APPENDIX A – RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX."

The City may levy the Special Tax up to the amount of the Maximum Annual Facilities Special Tax set forth in the Special Tax Formula, if conditions so require. The City has covenanted to annually levy the Special Taxes in an amount at least sufficient to pay the Annual Facilities Costs (as defined below). Because each Special Tax levy is limited to the Maximum Annual Facilities Special Tax rates authorized as set forth in the Special Tax Formula, no assurance can be given that, in the event of Special Tax delinquencies, the amount of the Annual Facilities Costs will in fact be collected in any given year. In addition, Section 53321(d) of the Act provides that the special tax levied against any parcel for which an occupancy permit for private residential use has been issued may not be increased as a consequence of delinquency or default by the owner of any other parcel within a community facilities district by more than 10% above the amount that would have been levied in such Fiscal Year had there never been any such delinquencies or defaults. See "SPECIAL RISK FACTORS – Tax Delinquencies" herein. The Special Taxes are collected for the City by the County in the same manner and at the same time as *ad valorem* property taxes.

Special Tax Methodology

Pursuant to the Special Tax Formula, a "Facilities Special Tax" will be levied and collected until the earlier of (i) the Transition Year (defined herein) or (ii) Fiscal Year 2084-85, and a "Maintenance Special Tax" will be levied and collected in perpetuity beginning in the Transition Year. *Only the "Facilities Special Tax" is pledged to the payment of the Bonds, and the definition of "**Special Taxes**" used in the Fiscal Agent Agreement and this Official Statement refers only to the "Facilities Special Tax" levied in accordance with the Special Tax Formula*. *Capitalized terms set forth in this section and not otherwise defined have the meanings set forth in the Special Tax Formula.*

Determination of Annual Facilities Costs. Each year, the City will determine the Annual Facilities Costs for the upcoming Fiscal Year. The "**Annual Facilities Costs**" includes the following amounts (less any available earnings on any reserve fund, special tax funds, available capitalized interest or any other available revenues):

(i) Debt Service to be paid from Facilities Special Taxes;

(ii) the amount needed to replenish bond reserve funds to the level required by Bond documents, to the extent not included in a computation of Annual Facilities Costs in a previous Fiscal Year;

(iii) Administrative Expenses for such Fiscal Year;

(iv) the amount needed to (1) cure any delinquencies in the payment of principal or interest on Bonds which have occurred in the prior Fiscal Year, and (2) to fund any foreseeable deficiency of the amount to be available for the payment of principal or interest on Bonds which are expected to occur in such Fiscal Year, in each case to the extent not already included in the calculation of Annual Facilities Costs in the current or any previous Fiscal Year;

(v) the amount needed to (1) cure any delinquencies in the payment of the Facilities Special Taxes in the prior Fiscal Year, (2) to fund any foreseeable deficiency of the amount to be available for the payment of Facilities Special Taxes which are expected to

occur in such Fiscal Year, in each case, to the extent not already included in the calculation of Annual Facilities Costs in the current or any previous Fiscal Year;

(vi) pay-as-you-go expenditures for authorized improvements; and

(vii) during the Deferral Bonding Period, the amount needed to pay Development Impact Fee Deferrals not financed by Bonds.

The Annual Facilities Costs is the basis for the amount of Special Tax to be levied within Improvement Area No. 1. In no event may the City levy a Special Tax in any year above the Maximum Annual Facilities Special Tax identified for each parcel in the Special Tax Formula.

Parcels Subject to the Facilities Special Tax. The Special Tax Formula identifies 3 "Original Parcels" (DF-1, DF-2, and DF-20) which are planned for residential uses within the initial boundary of Improvement Area No. 1 and subject to the Special Tax. The City will prepare a list of the parcels subject to the Special Tax using the records of the City and the County Assessor. The City will tax parcels within Improvement Area No. 1 pursuant to the Special Tax Formula. Taxable Parcels that are acquired by a public agency in the future will remain subject to the Facilities Special Tax unless a "trade" resulting in no loss of Facilities Special Tax revenue can be made, as described in the Special Tax Formula.

Limitation on Increases in Levy of Facilities Special Tax. If owners are delinquent in the payment of Facilities Special Taxes, the City may not increase Facilities Special Tax levies to make up for delinquencies for prior Fiscal Years above the Maximum Facilities Special Tax rates specified for each category of property within Improvement Area No. 1. In addition, Section 53321(d) of the Act provides that the special tax levied against any parcel for which an occupancy permit for private residential use has been issued may not be increased as a consequence of delinquency or default by the owner of any other parcel within a community facilities district by more than 10% above the amount that would have been levied in such Fiscal Year had there never been any such delinquencies or defaults. In cases of significant delinquency, these factors may result in defaults in the payment of principal of and interest on the Bonds. See "SPECIAL RISK FACTORS."

Duration of the Facilities Special Tax; Transition Year. The Facilities Special Tax will be levied and collected (up to maximum allowable amount) until the earlier of (i) the Transition Year or (ii) Fiscal Year 2085-86. For purposes of Improvement Area No. 1, "Transition Year" means the first Fiscal Year following the Fiscal Year in which the Transition Event occurred, and "Transition Event" means the earlier of (i) after the Initial Bonding Period, the Fiscal Year in which the Administrator determines the Development Impact Fee Deferral has been repaid in full to the City and the City determines funding is no longer needed for Annual Facilities Costs, or (ii) Fiscal Year 2085-86. "Initial Bonding Period" means the period in which Bonds are outstanding or refunded which financed Authorized Facilities (as defined in the Special Tax Formula) costs or refunded prior Bonds, other than the Development Impact Fee Deferral. Each Improvement Area will have its own Initial Bonding Period.

Prepayment of the Facilities Special Tax. The Special Tax Formula provides that landowners may prepay some of the Facilities Special Tax by a cash settlement with the City. The amount of the prepayment required is to be calculated according to a formula set forth in the Special Tax Formula, which is generally based on the net present value of the remaining years in which the Facilities Special Tax will be collected, including the effect of a 2% per year escalation factor applicable for the time Bonds remain outstanding using a discount rate equal to the most current yield for the 30-year Treasury Constant Maturity as the discount factor, plus an amount representing

the Development Impact Fee Deferral Amount (which amount is not available for prepayment of the Bonds), all as described in Section 8 of the Special Tax Formula set forth in APPENDIX A. Prepayment is only allowed if the City determines that the prepayment does not jeopardize its ability to make timely payments of debt service on outstanding Bonds, and the City maintains at least 110% debt service coverage on the outstanding Bonds.

Levy of Annual Special Tax; Maximum Special Tax

The annual Special Tax will be calculated by the City and levied to provide money for debt service on the 2021 Bonds, replenishment of subaccounts established within the Reserve Fund, certain delinquencies, administration of the District (including Improvement Area No. 1), and for payment of pay-as-you-go expenditures (to the extent permitted by the City) of the authorized public capital facilities not funded from Bond proceeds. In no event may the City levy a Special Tax in any year above the maximum identified for each parcel in the Special Tax Formula.

The Maximum Annual Facilities Special Tax escalates by 2% per year from the Fiscal Year 2020-21 base year until the Transition Event, and thereafter will no longer be levied. See "APPENDIX A – RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX" and for a table showing the expected land uses and assigned Maximum Special Taxes, see "Attachment 2" in such Appendix.

Annual Special Tax Levy. The Special Tax will be levied each year by calculating the amount needed to be generated by all Taxable Parcels in Improvement Area No. 1; the Special Tax (up to the maximum allowable amount) will be levied against each Taxable Parcel until the Special Tax revenue equals such amount; however, the Special Tax Formula establishes a priority for which properties will be levied a Special Tax. First, all "Developed Parcels" in Improvement Area No. 1 receive a levy. If additional amounts are needed, a levy is made against each "Small Lot Tentative Map Parcel" in Improvement Area No. 1, then each "Large Lot Parcel" in Improvement Area No. 1, then each "Undeveloped Parcel" in Improvement Area No. 1. For single-family detached property, Developed Parcels are parcels shown on a Final Small Lot Subdivision Map recorded prior to May 1 of the preceding Fiscal Year. See "APPENDIX A – RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX."

The City covenants in the Fiscal Agent Agreement to fix and levy the amount of Special Taxes within Improvement Area No. 1 required for the payment of principal of and interest on any outstanding Bonds of Improvement Area No. 1 becoming due and payable during the ensuing year, including any necessary replenishment or expenditure of the Reserve Fund for the Bonds and an amount estimated to be sufficient to pay the Administrative Expenses during such year, all in accordance with the Special Tax Formula. The Special Tax is authorized to be levied in an amount not to exceed the Maximum Special Tax levy as described in the Special Tax Formula notwithstanding that a lower amount is sufficient to pay debt service on the Bonds. The Special Tax Formula provides a mechanism whereby the City may utilize the pay-as-you-go component to pay for and/or reimburse developers for a portion of the cost of Improvements not funded by proceeds of the bonds issued for Improvement Area No. 1. Proceeds of the annual Special Tax levy will first be used to pay the "Annual Facilities Costs" (which include debt service payments on the Bonds) other than pay-as-you-go expenditures, and the City contemplates that the levy will include a pay-as-you-go component in an amount equal to the Maximum Annual Facilities Special Tax on Developed Parcels, for deposit into the Improvement Fund for authorized costs not funded from Bond proceeds. See and "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Special Tax Methodology" above. See "APPENDIX A – RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX" for a copy of the Special Tax Formula.

Special Tax Fund

When received, the Special Tax Revenues are required under the Fiscal Agent Agreement to be deposited into a Special Tax Fund to be held by the City in trust for the benefit of the City and the Owners of the Bonds. Within the Special Tax Fund, the City has established and will maintain the Surplus Account, to the credit of which the City will deposit surplus Special Tax Revenue, if any, as described below. Moneys in the Special Tax Fund will be disbursed as provided below and, pending any disbursement, will be subject to a lien in favor of the Owners of the Bonds.

All Special Tax Revenue will be deposited in the Special Tax Fund upon receipt. Prior to each Interest Payment Date, the City will withdraw from the Special Tax Fund and transfer (i) to the Fiscal Agent for deposit in the reserve accounts of the Reserve Fund, an amount which when added to the amount then on deposit therein is equal to the Reserve Requirement with respect to each series of Bonds, and (ii) to the Fiscal Agent for deposit in the Bond Fund an amount, taking into account any amounts then on deposit in the Bond Fund, such that the amount in the Bond Fund equals the principal, premium, if any, and interest due on the Bonds on the next Interest Payment Date; provided, however, that as soon as practicable after the receipt by the City of any prepayments of Special Taxes, but no later than 10 Business Days after such receipt, the City shall transfer such prepayments to the Fiscal Agent for deposit into the Prepayment Account of the Bond Fund to be used for the redemption of Bonds. At such time as deposits to the Special Tax Fund equal the principal, premium if any, and interest becoming due on the Bonds for the current Bond Year and the amount needed to restore the reserve accounts of the Reserve Fund balance to the Reserve Requirement with respect to each series of Bonds, the amount in the Special Tax Fund in excess of such amount may, at the discretion of the City, be transferred to the Surplus Account, which will occur on or after September 2nd of each year. From time to time, the City may withdraw from the Surplus Account of the Special Tax Fund amounts needed to pay the City's administrative expenses and County fees; provided that such transfers will not be in excess of the portion of the Special Tax Revenues collected by the City that represent levies for administrative expenses. Moneys in the Surplus Account may also be transferred, at the City's discretion, to the Improvement Fund to pay for costs of the Improvements (including reimbursements to developers for the cost of Improvements not funded from proceeds of Bonds issued for Improvement Area No. 1) or authorized facility contributions, to pay the principal of, premium, if any, and interest on the Bonds or to replenish amounts in the Reserve Fund.

Delinquent Payments of Special Tax; Covenant for Superior Court Foreclosure

The Special Tax will be collected in the same manner and the same time as *ad valorem* property taxes, except at the City's option, the Special Taxes may be billed directly to property owners or collected at a different time to meet the City's financial obligations. In the event of a delinquency in the payment of any installment of Special Taxes, the City is authorized by the Act to order institution of an action in superior court to foreclose the lien therefor.

The City has covenanted in the Fiscal Agent Agreement with and for the benefit of the Owners of the Bonds that it will annually on or before September 1 of each year review the public records of the County relating to the collection of the Special Tax in order to determine the amount of the Special Tax collected in the prior fiscal year, and if the City determines on the basis of such review that the amount so collected is deficient by more than 5% of the total amount of the Special Tax levied in Improvement Area No. 1 in such Fiscal Year, it will within 30 days thereafter institute foreclosure proceedings as authorized by the Act in order to enforce the lien of the delinquent installment of the Special Tax against each separate lot or parcel of land in Improvement Area No. 1 for which such installment of the Special Tax is delinquent, and will diligently prosecute and pursue

such foreclosure proceedings to judgment and sale; *provided,* that if the City determines on the basis of such review that (a) the amount so collected is deficient by less than 5% of the total amount of the Special Tax levied in Improvement Area No. 1 in such Fiscal Year, but that property owned by any single property owner in Improvement Area No. 1 is delinquent by more than $5,000 with respect to the Special Tax due and payable by such property owner in such Fiscal Year, or (b) property owned by any single property owner in Improvement Area No. 1 is delinquent cumulatively by more than $3,250 with respect to the current and past Special Tax due (irrespective of the total delinquencies in Improvement Area No. 1), then the City will institute, prosecute and pursue such foreclosure proceedings in the time and manner provided herein against each such property owner.

Under the Act, foreclosure proceedings are instituted by the bringing of an action in the superior court of the county in which the parcel lies, naming the owner and other interested persons as defendants. The action is prosecuted in the same manner as other civil actions. In such action, the real property subject to the special taxes may be sold at a judicial foreclosure sale for a minimum price that will be sufficient to pay or reimburse the delinquent special taxes.

The owners of the Bonds benefit from the Reserve Fund established pursuant to the Fiscal Agent Agreement; however, if delinquencies in the payment of the Special Taxes with respect to the Bonds are significant enough to completely deplete the Reserve Fund, there could be a default or a delay in payments of principal and interest to the owners of the Bonds pending prosecution of foreclosure proceedings and receipt by the City of the proceeds of foreclosure sales. Provided that it is not levying the Special Tax at the Maximum Annual Facilities Special Tax rates set forth in the Special Tax Formula, the City may adjust the Special Taxes levied on all property within Improvement Area No. 1 subject to the Special Tax to provide an amount required to pay debt service on the Bonds and to replenish the Reserve Fund. However, such adjustment is subject to the Maximum Annual Facilities Special Tax and to the limitation described under the caption "–Special Tax Methodology" above.

Under current law, a judgment debtor (property owner) has at least 120 days from the date of service of the notice of levy to redeem the property to be sold. If a judgment debtor fails to redeem and the property is sold, his or her only remedy is an action to set aside the sale, which must be brought within 90 days of the date of sale. If, as a result of such an action a foreclosure sale is set aside, the judgment is revived and the judgment creditor is entitled to interest on the revived judgment as if the sale had not been made (California Code of Civil Procedure Section 701.680).

Foreclosure by court action is subject to normal litigation delays, the nature and extent of which are largely dependent upon the nature of the defense, if any, put forth by the debtor and the condition of the calendar of the superior court of the county. Such foreclosure actions can be stayed by the superior court on generally accepted equitable grounds or as the result of the debtor's filing for relief under the Federal bankruptcy laws. The Act provides that, upon foreclosure, the Special Tax lien will have the same lien priority as is provided for *ad valorem* taxes and special assessments. See "VALUE OF PROPERTY WITHIN IMPROVEMENT AREA NO. 1 – Priority of Lien."

No assurances can be given that the real property subject to a judicial foreclosure sale will be sold or, if sold, that the proceeds of sale will be sufficient to pay any delinquent Special Tax installment. The Act does not require the City to purchase or otherwise acquire any lot or parcel of property foreclosed upon if there is no other purchaser at such sale.

Section 53356.6 of the Act requires that property sold pursuant to foreclosure under the Act be sold for not less than the amount of judgment in the foreclosure action, plus post-judgment interest and authorized costs, unless the consent of the owners of 75% of the outstanding Bonds is obtained.

However, under Section 53356.6 of the Act, the City, as judgment creditor, is entitled to purchase any property sold at foreclosure using a "credit bid," where the City could submit a bid crediting all or part of the amount required to satisfy the judgment for the delinquent amount of the Special Tax. If the City becomes the purchaser under a credit bid, the City must pay the amount of its credit bid into the redemption fund established for the Bonds, but this payment may be made up to 24 months after the date of the foreclosure sale.

2021 Reserve Account of Reserve Fund

In connection with the issuance of the 2021 Bonds, the Reserve Fund is being established under the Fiscal Agent Agreement. In addition, a reserve account for the 2021 Bonds (previously defined as the "**2021 Reserve Account**") will be established within the Reserve Fund to be held by the Fiscal Agent for the benefit of the 2021 Bonds.

Upon delivery of the 2021 Bonds, the Fiscal Agent will deposit an amount of the proceeds into the 2021 Reserve Account of the Reserve Fund so that the amount therein equals the "**Reserve Requirement**," which means, with respect to any series of Bonds, the least of (i) 125% of the average Annual Debt Service with respect to the applicable series of Bonds; (ii) Maximum Annual Debt Service with respect to the applicable series of Bonds; and (iii) 10% of the original principal amount of the applicable series of Bonds (or, if the applicable series of Bonds has more than a de minimis amount of original issue discount or premium, 10% of the issue price of such series of Bonds); provided, that—

(a) the Reserve Requirement for the 2021 Bonds shall not increase after the date of issuance of the 2021 Bonds;

(b) in no event shall the City be obligated to deposit an amount in any reserve fund in excess of the amount permitted by the applicable provisions of the Code to be so deposited from the proceeds of tax-exempt bonds without having to restrict the yield of any investment purchased with any portion of such deposit and, if the amount of any such deposit is so limited, the Reserve Requirement shall be only the amount of such deposit as permitted by the Code; and

(c) the City may meet all or a portion of the Reserve Requirement with respect to any series of Bonds by depositing a Qualified Reserve Fund Credit Instrument.

For each series of Additional Bonds, the Fiscal Agent shall establish a separate subaccount within the Reserve Fund for such series and moneys in each subaccount shall be held in trust by the Fiscal Agent for the benefit of the Owners of the respective series of Bonds.

The City has the right to either meet the Reserve Requirement at the time of issuance of a series of Bonds or at any time thereafter to cause the Fiscal Agent to release cash from the Reserve Fund, in whole or in part, by tendering to the Fiscal Agent: (1) a Qualified Reserve Fund Credit Instrument, and (2) in the case of a release, an opinion of Bond Counsel stating that such release will not, of itself, cause the portion of the interest on the Bonds secured thereby to become includable in gross income for purposes of federal income taxation. Upon tender of such items to the Fiscal Agent in connection with a release of cash, the Fiscal Agent will transfer such funds to the City. Prior to the expiration of any Qualified Reserve Fund Credit Instrument, if applicable, the City is obligated either to replace such Qualified Reserve Fund Credit Instrument with a new Qualified Reserve Fund Credit Instrument, or to deposit or cause to be deposited with the Fiscal Agent an amount of funds such that the funds on deposit in the Reserve Fund together with all

Qualified Reserve Fund Credit Instruments held by the Fiscal Agent is at least equal to the Reserve Requirement (which funds may come from a draw by the Fiscal Agent on the Qualified Reserve Fund Credit Instrument prior to its expiration).

*"**Qualified Reserve Fund Credit Instrument**"* means an irrevocable standby or direct-pay letter of credit or surety bond issued by a commercial bank or insurance company and deposited with the Fiscal Agent, provided that all of the following requirements are met: (a) the long-term credit rating of such bank or insurance company is rated in the top two categories (without regard to modifier) by S&P or Moody's at the time of issuance; (b) such letter of credit or surety bond has a term of at least 12 months; (c) such letter of credit or surety bond has a stated amount at least equal to the portion of the Reserve Requirement being met by such instrument or with respect to which funds are proposed to be released pursuant to the Fiscal Agent Agreement; and (d) the Fiscal Agent is authorized pursuant to the terms of such letter of credit or surety bond to draw thereunder an amount equal to any deficiencies which may exist from time to time in the Bond Fund for the purpose of making payments required pursuant to the Fiscal Agent Agreement.

Whenever, on the Business Day prior to any Interest Payment Date, the amount in any reserve account within the Reserve Fund exceeds the Reserve Requirement for the applicable series of Bonds covered by such reserve account, the Fiscal Agent shall provide written notice to the Chief Financial Officer of the amount of the excess. The Chief Financial Officer shall advise the Fiscal Agent in writing of the amount, if any, of any transfer required pursuant to the Fiscal Agent Agreement, and otherwise direct the Fiscal Agent to transfer an amount equal to the excess to the Improvement Fund, if the Project has not been completed as of the date of such transfer, or if the Project has been completed, to the Bond Fund to be used for the payment of the principal of and interest on the Outstanding Bonds covered by the applicable reserve account in accordance with the Fiscal Agent Agreement; provided, that to the extent that such excess results from the prepayment of Special Taxes and redemption of Bonds, such amount shall be transferred to the Prepayment Account and applied to the corresponding redemption of Bonds.

Whenever the balance in the Reserve Fund exceeds the amount required to redeem or pay the Outstanding Bonds, including interest accrued to the date of payment or redemption and premium, if any, due upon redemption, and make any other transfer required under the Fiscal Agent Agreement, the Fiscal Agent will transfer the amount in the Reserve Fund to the Bond Fund to be applied, on the next succeeding Interest Payment Date, to the payment and redemption of all of the Outstanding Bonds. If the amount so transferred from the Reserve Fund to the Bond Fund exceeds the amount required to pay and redeem the Outstanding Bonds, the balance in the Reserve Fund will be transferred to the City, after payment of any amounts due the Fiscal Agent, to be used for any lawful purpose of the City.

Improvement Fund

Under the Fiscal Agent Agreement, there is established an Improvement Fund, which is to be held in trust by the Fiscal Agent and will be disbursed as provided in the Fiscal Agent Agreement for the payment or reimbursement of the costs of the construction and acquisition of the Improvements in accordance with the Acquisition Agreement (as described herein). Interest earnings from the investment of amounts in the Improvement Fund will be retained in the Improvement Fund to be used for the purposes of the Improvement Fund.

Upon completion of the Improvements and payment to the Master Developer or other entities that are due reimbursement for Improvements, the Fiscal Agent will transfer the amount, if any, remaining in the Improvement Fund to the Bond Fund for application to the payment of principal of

and interest on the Bonds in accordance with the Fiscal Agent Agreement, and the Improvement Fund will be closed.

Future Parity Bonds

The portion of the overall Authorization for the District of $95,000,000 initially allocated to Improvement Area No. 1 is $40,000,000, of which the 2021 Bonds represent the first series. The City expects that it will, by a Supplemental Agreement, authorize the issuance of one or more additional series of Bonds (previously defined as the "**Additional Bonds**") payable from Special Taxes and secured by the Special Tax Revenues on a parity with the 2021 Bonds, as development progresses in Improvement Area No. 1 and upon compliance by the City with the conditions set forth in the Fiscal Agent Agreement, which include the following:

(i) There shall be deposited into a reserve account of the Reserve Fund, an amount at least equal to the Reserve Requirement with respect to such Additional Bonds.

(ii) After giving effect to the issuance of the Additional Bonds, for each Bond Year the Additional Bonds are Outstanding, projected Special Taxes Revenues, if levied at the maximum annual Special Tax rates per the Special Tax Formula, in each Fiscal Year are at least equal to 110% of Debt Service due in the Bond Year that begins in the corresponding Fiscal Year, as calculated by the special tax consultant to the City; provided however, for purposes of this calculation projected Special Taxes Revenues will not include Special Tax Revenues generated from the High Density Residential Parcels until they are a Developed Parcel (as such terms are defined in the Special Tax Formula) for the upcoming Fiscal Year.

(iii) After giving effect to the issuance of the Additional Bonds, the aggregate value of all parcels in Improvement Area No. 1 subject to the Special Tax, including then existing improvements and any facilities to be constructed or acquired with the proceeds of the Additional Bonds, as determined by an MAI appraisal, assessed valuations shown on the then current County tax roll, or by a combination of both methods, is at least 3 times the sum of (1) the aggregate principal amount of all Bonds then Outstanding, plus (2) the aggregate principal amount of the Additional Bonds proposed to be issued, plus (3) the proportionate principal amount of any bonds then outstanding and payable from assessments which are a lien against property in Improvement Area No. 1, plus (4) a portion of the aggregate principal amount of all bonds issued under the Act, other than Bonds then Outstanding and the Additional Bonds, payable at least partially from special taxes to be levied on parcels of land subject to the Special Tax within Improvement Area No. 1 (the "**Other Mello-Roos Bonds**") equal to the aggregate principal amount of the Other Mello-Roos Bonds multiplied by a fraction, the numerator of which is the amount of special taxes levied for the Other Mello-Roos Bonds on parcels of land within Improvement Area No. 1 subject to the Special Tax, and the denominator of which is the total amount of special taxes levied for the Other Mello-Roos Bonds on all parcels of land subject to the Special Tax against which the special taxes are levied to pay the Other Mello-Roos Bonds (such fraction to be determined based upon the special taxes which could be levied the year in which the Additional Bonds are issued, as determined by the City), based upon information from the most recent available Fiscal Year.

Additional Bonds may be issued for the purpose of refunding any outstanding Bonds without meeting the foregoing conditions so long as debt service on the refunding Bonds in each Bond Year is less than debt service on the Bonds refunded.

Nothing in the Fiscal Agent Agreement shall be interpreted to prohibit issuance of bonds or Additional Bonds secured on a subordinate basis to the Bonds.

In connection with the approval of development in Improvement Area No. 1, the City has agreed that payment of certain impact fees owed by the Master Developer and merchant builders in Improvement Area No. 1 will be deferred (referred to as the "Development Impact Fee Deferral" in the Special Tax Formula) to allow payment of the deferred fees after the 2021 Bonds have been fully paid. The City expects to receive payment for the deferred impact fees either through continued collection of Special Taxes or through the issuance of future bonds after the 2021 Bonds have matured. If the City chooses to issue bonds to pay deferred impact fees, the remaining authorization will be available to be utilized by the City as a means therefor.

DEBT SERVICE SCHEDULE

The annual debt service on the 2021 Bonds, based on the interest rates and maturity schedule set forth on the cover of this Official Statement and assuming no early redemptions other than mandatory sinking fund payments, is set forth below.

City of Roseville
Baseline at Sierra Vista Community Facilities District No. 1 (Public Facilities)
Improvement Area No. 1
Special Tax Bonds Series 2021
Annual Debt Service

Year Ending (Sept. 1)	Principal	Interest	Total
Total			

Source: Underwriter.

THE SIERRA VISTA SPECIFIC PLAN

The Sierra Vista Specific Plan ("**SVSP**") is the primary land use, policy and regulatory document used to guide development of the project area. The Specific Plan establishes a development framework for land use, affordable housing, resource protection, circulation, utilities and services, implementation and design. The intent is to promote the systematic and orderly development of the plan area. All subsequent development projects and related activities in the SVSP area are required to be consistent with the SVSP. The SVSP implements the goals and policies of the City of Roseville General Plan and augments these goals and policies by providing specific direction to reflect conditions unique to the project and Plan Area. The General Plan serves as the long-term policy guide for the physical, economic and environmental growth of the City. The property within the District was included within the SVSP at adoption, and is a component of the SVSP. The full text of the SVSP is available on the City's website.

Land Use Concept. The SVSP is planned primarily as a residential community, with a significant commercial and employment center along Baseline Road, which properties are not part of the District and not subject to the Special Taxes securing the Bonds. The overall mix and intensity of uses is similar to that found in adjacent portions of the City. The SVSP also provides for recreation, open space, employment and educational opportunities available to residents both within and outside the SVSP area.

The primary elements that comprise the form of the SVSP land use plan include: the residential neighborhoods; a range of commercial and employment uses, schools, parks and open space, as more particularly described below.

Residential Neighborhoods - A variety of housing styles similar to that found elsewhere in the City are planned, including affordable housing and designated age restricted neighborhoods. High density residential comprises approximately 30% of planned residential uses.

Commercial and Employment - A range of commercial and employment uses are proposed within the SVSP, including commercial mixed-use, business professional mixed-use, and community commercial uses. Conventional commercial sites are provided as well, typically along arterial roadways. The SVSP's employment and service uses are intended to complement and further diversify the City's employment, retail, service, and revenue base.

Neighborhood Parks - Neighborhood parks are proposed throughout the SVSP, some are located adjacent to the elementary schools and middle school sites, maximizing the potential for joint-use opportunities with the outdoor recreation facilities. Park facilities range from approximately one to approximately 10 acres in size. Some of the SVSP's neighborhood parks would be linked to a system of paseos, providing a comprehensive network of pedestrian and bikeway connections to the SVSP's parks and open space system. Neighborhood parks typically include a mix of soccer and baseball fields, tot lots, playgrounds, picnic area, and hard surface game courts.

Open Space - Approximately 317 acres of the SVSP are proposed as Open Space, comprising approximately 15 percent of the total project site acreage. Open Space land use and zoning is generally applied to lands that are environmentally sensitive or otherwise significant due to habitat, natural features, or man-made features. Open space corridors provide for passive recreation opportunities, preservation of significant resources, viewsheds, potential floodwater conveyance and retention, resource mitigation, wildlife

movement corridors, and can function to improve the interface between uses. In many locations, the preserve area accommodates a dedicated Class I pedestrian pathway to be shared with a vehicle maintenance road for maintenance activities. In addition, open space areas could accommodate utility lines and provide the conduit for drainage and space for storm water treatment and detention facilities within the SVSP area. Any disturbance or construction within open space preserve areas of the SVSP would comply with the provisions of the Army Corps of Engineers approved Open Space Management Plan and Section 404 permit requirements.

Land Use Plan. The SVSP land use plan includes a blend of residential, service, employment, open space and public uses. The SVSP area is statistically projected to house approximately 22,045 residents and in excess of 9,000 employees. The SVSP includes a total of 8,679 dwelling units on approximately 2,064 gross acres. Proposed land uses include a total of approximately 317 acres set aside in open space; 106 acres for dedication to parks; 71 acres of public/quasi-public uses; 190 acres of community commercial; 27 acres of business professional; and 41 acres of commercial mixed use.

[Reserved for Boundary map]

[Reserved for Site Plan]

THE DISTRICT

The information regarding development of the property contained under this caption has been provided by representatives of the Master Developer, and has not been independently confirmed or verified by the Underwriter or the City. Neither the Underwriter nor the City makes any representation as to the accuracy or adequacy of the information contained under this caption. There may be material adverse changes in this information after the date of this Official Statement. See "SPECIAL RISK FACTORS" herein.

Location and Description of the Project and Immediate Area

Property currently in Improvement Area No. 1 and subject to the Special Tax is proposed to be developed into 218 single-family residential units (115 LDR and 103 MDR) in the Sierra Vista Specific Plan, which is located in the southwestern portion of the City. It is approximately 42 gross acres in size and consists of 3 large-lot residential parcels (DF-1, DF-2, and DF-20) and a parcel planned for development into a public park.

The Master Developer has been constructing the backbone infrastrucutre for the project and is under contract to sell all 218 planned lots to SV 218, LLC, subject to certain conditions as described herein. Home construction will be contracted with JMC Homes, JMC Homes is currently marketing and selling homes in the adjacent "Villages at Sierra Vista" community. Various other merchant builders are also active in the Sierra Vista Specific Plan and adjacent areas in the southwestern portion of the City.

Land in the Future Annexation Area is planned to develop into commercial uses and is not part of the security for the 2021 Bonds. Although land in the Future Annexation Area may annex into Improvement Area No. 1 or into a separate improvement area of the District in the future, the current expectation is that the Future Annexation Area will be annexed as a separate improvement area. Information on land in the Future Annexation Area is provided for informational purposes; only the land in Improvement Area No. 1 is security for the Bonds.

Entitlements and Development

General. The Master Developer is developing the land in Improvement Area consistent with the Sierra Vista Specific Plan and a Development Agreement with the City, which is described below.

The development project being undertaken consists of the 218 residential lots under contract to be sold to SV 218, LLC, and an approximately 750,000 square feet regional commercial center currently marketed for sale. The regional commercial center, tentatively known as "Baseline Marketplace," has obtained all entitlements, satisfied all environmental mitigation concerns and maintains a major project permit. *None of the commercial center property is located within Improvement Area No. 1 and, accordingly, does not provide security for the Bonds.*

Backbone Improvements. The Master Developer has graded the site and is under construction on Market Street and related utility facilities, which provides access to the site. The construction of Market Street is the only backbone improvement required for the 218 lots within Improvement Area No. 1 to be built-out; the remainder of the backbone improvements anticipated to be financed by the District are required for the development of the commercial sites within the District.

In-tract Improvements. SV 218, LLC anticipates own the property and commence construction on the in-tract improvements on or around August 30, 2021. SV 218, LLC expects to complete the in-tract improvements in June/July 2022 with JMC Homes pulling building permits for models and production homes at that time.

Map Status. As of August 1, 2021, the property had the following mapping status:

Table 1
City of Roseville
Baseline at Sierra Vista CFD 1 (Public Facilities)
Improvement Area No. 1 – Series 2021 Bonds
As of August 1, 2021

Large Lot Parcel/Village	No. of Lots	Type of Lots	Date of Final Map Recorded/(Anticipated)
DF-1	100	LDR	Sept/Oct 2021
DF-2	15	LDR	Sept/Oct 2021
DF-20	103	MDR	Sept/Oct 2021
Total	**218**		

Source: Master Developer.

Purchase and Sale Agreement with SV 218, LLC. The Master Developer is under contract to sell all 218 planned lots within Improvement Area No. 1 to SV 218, LLC, which is a related party to JMC Homes. See "OWNERSHIP OF PROPERTY WITHIN THE DISTRICT," herein.

Development Agreement

General. The City and Master Developer entered into a Development Agreement, dated May 19, 2010 (the "**Development Agreement**") with respect to the land in Improvement Area No. 1. The Development Agreement's purpose is to vest development rights, set forth infrastructure improvements and dedication requirements, secure the timing and methods for financing improvements, and specify other performance obligations as related to development in the Sierra Vista Specific Plan area. All of the property in Improvement Area No. 1 is subject to the requirements of the Development Agreement, as well as the Sierra Vista Specific Plan. The Development Agreement was entered into in accordance with Sections 65864 through 65869.5 of the California Government Code, as implemented through Article V, Chapter 19.84 of the City's Zoning Ordinance No. 3014.

The Development Agreement is the primary implementation tool for the Sierra Vista Specific Plan and creates a binding contract between the City and the parties thereto, and their assigned successors in interest, which sets forth the needed infrastructure improvements, park dedication requirements, timing and method for financing improvements and other specific performance obligations of the City and the Master Developer and its successors, including obligations related to development of the property in the District, with the terms, conditions, rules, regulations, entitlements, vested rights and other provisions relating to the development of the property in the District according to the Sierra Vista Specific Plan entitlements. Included are provisions relating to infrastructure improvements, public dedication requirements, landscaping amenities and other obligations of the parties.

The Development Agreement expires in 2040. The Development Agreement runs with the property, and may be modified only by mutual consent of the parties, and in a manner consistent with the Sierra Vista Specific Plan. With the Development Agreement in place, subject to compliance with the terms of the Development Agreement, construction of homes within the District may occur upon City approval of subdivision maps, satisfaction of certain design requirements and conditions of such maps and issuance of building permits.

Land use and development entitlements granted under the Development Agreement for property in the District are consistent with the Sierra Vista Specific Plan.

No Affordable Units. There are no affordable housing units within Improvement Area No. 1.

Environmental Matters

Flood Hazard Map Information. According to the Federal Emergency Management Agency's flood insurance rate maps (Flood Area Panel Number 60243, with an effective date of November 2, 2018), the property in Improvement Area No. 1 is located within Flood Zone X, described as areas of minimal flooding (outside of the 100- and 500-year floodplains).

Seismic Conditions. None of the property expected to be developed as part of the Project (including land in Improvement Area No. 1) is located within a seismic special studies zone, designated by the California State Division of Mines and Geology, in accordance with the Alquist-Priolo Special Study Zone Act of 1972.

Utilities. It is expected that utility service for the property in Improvement Area No. 1 will be provided by the following entities:

Utility	**Provider**
Water/Sewer	City of Roseville
Electricity	City of Roseville
Natural Gas	Pacific Gas & Electric
Data/Phone	Comcast/AT&T

OWNERSHIP OF PROPERTY WITHIN THE DISTRICT

The information regarding the ownership of the property contained under this caption has been provided by the Master Developer, and has not been independently confirmed or verified by the Underwriter or the City. Neither the Underwriter nor the City makes any representation as to the accuracy or adequacy of the information contained under this caption. There may be material adverse changes in this information after the date of this Official Statement. Neither the Bonds nor the Special Taxes securing the Bonds are personal obligations of the Master Developer, any affiliate of the Master Developer, or any other subsequent property owners within Improvement Area No. 1 (including SV 2018, LLC), and, in the event that any property owner defaults in the payment of its Special Taxes, the District may proceed with judicial foreclosure of the delinquent land within Improvement Area No. 1 securing the Bonds, but has no direct recourse to any other assets of any property owner or any affiliate thereof. See "SPECIAL RISK FACTORS" herein.

The Master Developer, SV 218, LLC and JMC Homes

The Master Developer. DF Properties, Inc., was incorporated in the state of California in 1986. The company has evolved from land ownership to the development and management of investment properties and entitlement of owned properties for the purpose of creating residential and commercial uses. DF Properties is a privately owned company consisting of ten shareholders and is served by a seven member board of directors.

The company's portfolio includes or has recently included industrial properties, small commercial properties, residential rentals and land held for future sale or development. At this time, the Master Developer has no debt service or encumbrance on any of its property holdings, including with respect to land in the District.

Key Development Experience of the Master Developer. Significant projects or holdings of the Master Developer include the following:

- ***Melody Lane Center, Roseville, CA***: developed an approximately 28,000 sf retail center in the City. Sold the project in 1986.

- ***Phoenix, AZ***: purchased approximately 750,000 sf of existing industrial buildings in the Phoenix area from 1989 – 1992. Managed the properties internally for the past 30 or so years and recently sold all assets during 2019-2020. The company no longer has a presence in the Phoenix, AZ marketplace.

- ***Placer Vineyards, Placer County, CA***: Placer Vineyards Specific Plan holdings located in Placer County consist of a 78-acre parcel designated for a mix of business/professional and residential uses.

- ***Other***: Other current property holdings of the Master Developer consist of small land holdings, commercial and residential rentals.

Key Individuals of the Master Developer. Key individuals for the Master Developer consist of the following.

- ***Kenneth Denio, President and Board Chairman***: Mr. Denio has served as President of the company since 2000 (succeeding his father, James Denio). Prior to becoming President, Mr. Denio was Vice President for the company since its inception in 1986. Mr. Denio is still active in the day-to- day activity of the company and also serves as Board Chairman at the semi-annual board of directors' meetings. He served as a planning commissioner for the County for 20 years from 1995-2015. In addition to DF Properties, Mr. Denio is also the sole owner and Board Chairman of a private family company, Denio's Roseville Farmers Market & Auction, Inc. Mr. Denio has been associated with both companies his entire working life since the mid-1960s.

- ***Jeff Ronten, Executive Vice President/Chief Financial Officer***: Mr. Ronten has served in a variety of capacities since 1989, when the Master Developer entered the Phoenix, AZ market. In 2000, Mr. Ronten was appointed Executive Vice President/Chief Financial Officer, and also serves as the company's Secretary/Treasurer. Mr. Ronten is responsible for the day-to-day administration of the company. These duties include point person relative to all aspects of property

acquisition and sales, entitlement processing, tenant lease negotiations, property management, insurance and legal coordination, tax implications and political representation. In addition, Mr. Ronten is also the President/Chief Executive Officer of an associated company, Denio's Roseville Farmers Market & Auction, Inc. Mr. Ronten has been associated with both companies since his hire in 1983.

Key Consultant to the Master Developer. The Master Developer is working with an outside consultant, Nick Alexander of NG Alexander Real Estate Development LLC, to develop the project in the District. Mr. Alexander is the President of this company, which is a real estate development and management company based in the City. Mr. Alexander has been responsible for securing the governmental entitlements, building permits, development management and the developer for many projects in Roseville-Folsom South Placer County Region. In addition to his work in the District, previous projects include the 3,500 acre Folsom (SOI) Specific Plan, a master plan proposal for an annexation to the City of Folsom, California, 105,000 SF North Sunrise Professional Center in Roseville, Eureka Professional Office Condominiums in Roseville; Sierra Vista Office Condominiums in Rocklin, three (3) Home Depot stores, CarMax Auto Superstore, Spieker Properties' 108,000 SF Douglas Corporate Center, United Artists' Theatre project, Black Angus Restaurant, the 262-room Marriott Lodging complex, the 131-room Hilton Garden Inn and 90-room Larkspur Landing projects, and the 83-room Holiday Inn Express. Residential subdivision projects include: Monte Claire Estates (18 Custom Home Lots in Loomis), Olympus Village (38 semi-Custom lots in Auburn), Residences at American River Canyon (17 Custom Home Lots in Folsom), Residences at American River Canyon Phase II (10 Custom Home lots in Folsom) Granite Lakes Estates (119 semi-Custom lots in Rocklin), Stone Canyon Estates (72 Custom Home Lots), Treelake Terrace (34 Custom Home Lots), Warmington Oaks (133 lots), Aviana by Lexington Homes (135 patio home lots) and Larchmont Homes' 113-lot Villa Rose subdivision. Other Land use plans in which Mr. Alexander played a key role include the approximately 850-acre Olympus Pointe project, the 113-acre Creekside Center Master Plan, and the 1,089 acre Stoneridge Specific Plan.

Mr. Alexander was the construction manager for the $12 million Northeast Roseville Specific Plan Community Facilities District #2 and the $2 million North Central Roseville Community Facilities District – Antelope Creek Drive Roadway and Bridge Project. Mr. Alexander also conducts analysis on the highest and best use for real estate projects. He has done studies for the 3M Corporation on lands they own and previously owned in Roseville and Shasta County, California.

Prior to forming his own company, Mr. Alexander was responsible for processing governmental entitlements and the management of all of Mr. Angelo Tsakopoulos' projects located in the City and the County. Mr. Alexander is also actively involved in Roseville community activities which include past Chair of the City of Roseville Parks & Recreation Commission; Past Chairman of the UC Davis Athletic Director's Leadership Council; current Board member of Roseville Community Development Corporation; past President of Roseville Community Crime Stoppers Foundation; past Board member of the Roseville Chamber of Commerce 1997-2004; past Chair of the Roseville Area Business Owners' Political Action Committee; past Chairman of the Umpqua Bank Divisional Board; Past Board Member of the Sacramento Region Community Foundation; and past Trustee of the UC Davis Foundation.

Prior to entering the real estate development business, Nick served as Assistant Football Coach for five years at the University of California, Los Angeles under Head Coach and former San Francisco 49ers' General Manager, Terry Donahue. During his tenure at UCLA, he received his Doctoral Degree in Higher Education Administration with a concentration in Management from UCLA's John E. Anderson School of Management. Mr. Alexander has also worked as a Coaching Staff Assistant for the San Francisco 49ers at the summer training camp in Rocklin and was Assistant

Football Coach for nine years under Head Coach Jim Sochor at the University of California, Davis, where he received his Master's Degree in Education.

SV 218, LLC. As noted above, the Master Developer is under contract to sell all 218 lots in Improvement Area No. 1 to SV 218, LLC. SV 218, LLC is a Califronia limited liability company whose sole member, JLM Holding Company, Inc. is headed by John L. Mourier, III as president. SV 218, LLC contracted with JMC Homes, which is a related party, for the construction of homes.

JMC Homes. JMC Homes has been doing business in the greater Sacramento area as a homebuilder since 1978. It has averaged annual new homes sales volume in excess of $110 million for the past five years and is currently ranked as the 103rd largest homebuilder by *Builder Online*. It is currently building and selling homes in Roseville, Rocklin, Folsom, Lincoln and Marysville in the Sacramento area. JMC Homes' website address is http://www.jmchomes.com. *The website address is given for reference and convenience only, the information on the website may be incomplete or inaccurate and has not been reviewed by the City or the Underwriter. Nothing on the website is a part of this Official Statement or incorporated into this Official Statement by reference.*

Planned Development by SV 218, LLC

Purchase and Sale Agreement. The Master Developer has entered into a Purchase and Sale Agreement and Escrow Instructions, dated as of April 29, 2021, with SV 218, LLC (the "**PSA**"), pursuant to which SV 218, LLC has agreed to purchase all 218 residential lots currently within Improvement Area No.1. The terms of the PSA are generally described as follows:

- The purchase price for the 218 lots is $16,000,000 (the "**Purchase Price").**
- A first deposit in the amount of $50,000 has been paid by SV 218, LLC and is now non-refundable.
- A second deposit in the amount of $1,500,000 has been paid by SV 218, LLC and is now non-refundable.
- At the Close of Escrow (defined in the PSA), SV 218, LLC must make a closing payment in the amount of $6,450,000 and, if the backbone infrastructure has been substantially completed (meaning completion of underground utilities and street improvements, including payment, within the street rights of way for the backbone infrastructure and completion of the required joint utility trenches) as of such date as confirmed in writing by MacKay & Somps, SV 218, LLC shall also pay the $6,000,000 backbone payment to the Master Developer.
- The balance of the Purchase Price shall be paid by SV 218, LLC through a promissory note, having a principal amount of $8,000,000 (or $2,000,000 if the $6,000,000 backbone payment has been paid as described above). The promissory note will be secured by a deed of trust on the 218 residential lots owned by the Master Developer, accruing interest at 4% through December 31, 2021 and at 2% thereafter. The note will be due and payable on the earlier of 12 months after the first payment date (or closing, if the backbone payment is paid at closing) and five business days after SV 218, LLC pulls its first building permit for construction of a non-model, single-family residence.

[The Master Developer anticipates that all 218 lots will transfer to SV 218, LLC by the end of August 2021.]

Planned Development. SV 218, LLC has constructed with JMC Homes for the construction of homes on the property. JMC Homes has plans to construct floor plans ranging in size from 1,754 to 2,178 square feet for the LDR lots and the square footage range for the MDR lots is to be determined. JMC Homes is currently marketing and selling homes in the adjacent "Villages at Sierra Vista" community, and the lots in DF-1 and DF-2 will be an extension of the homes being sold there. The lots in DF-20 are being developed into a gated community with separate model homes and floor plans.

The following table shows JMC Homes' anticipated development of land in Improvement Area No. 1.

Table 2
City of Roseville
Baseline at Sierra Vista CFD 1 (Public Facilities)
Improvement Area No. 1 – Series 2021 Bonds
As of August 1, 2021

Large Lot Parcel/Village[(1)]	No. of Lots	Type of Lots	No. of Project Flooplans	Floorplan Range (SF)	Asking Base Price Range ($)[(2)]
DF-1	100	LDR	3	1754-2178	$645,990 - $719,990
DF-2	15	LDR	3	1754-2178	$645,990 - $719,990
DF-20	103	MDR	TBD	TBD	TBD
Total	**218**				

(1) The model homes for DF-1 and DF-2 are located outside the CFD, within the "Villages at Sierra Vista" development being undertaken by JMC Homes.
(2) Base sales prices are subject to change and exclude options, upgrades, lot premiums and any incentives or price reductions being offered. There can be no assurance that sales prices will not change in the future.
Source: JMC Homes.

Master Developer Financing Plan

Costs to Date. As of August 1, 2021, the Master Developer has expended approximately $_____ million on land acquisition, entitlements and backbone infrastucture. The Master Developer anticipates spending an additional $_____ million to complete the backbone infrastructure, which completion is anticipated by [October 2021]. [**Review/update**]

To date, the Master Developer has funded its acquisition costs primarily through internal equity, and it anticipates being reimbursed for these costs through the sale of the 218 lots to SV 218, LLC, and proceeds of the 2021 Bonds.

The following table shows estimated cash flow sources and uses for the Master Developer related to the development of the land within Improvement Area No. 1 only, excluding the Future Annexation Area.

Table 3
City of Roseville
Baseline at Sierra Vista CFD 1 (Public Facilities)
Improvement Area No. 1 – Series 2021 Bonds
Master Developer's Proposed Financing Plan – Imprrovement Area No. 1
As of August 1, 2021

Item	Actual as of 8/1/2021	Projected Through 12/31/2021	Projected After 12/31/2021	Totals
Sources				
Net Land Proceeds	$1,600,000	$8,000,000	$6,400,000	$16,000,000
Loan Proceeds	-	-	-	-
Bond Proceeds	-	$5,750,000	-	$5,750,000
Equity and Cash	-	-	-	-
Total Sources	**$1,600,000**	**$13,750,000**	**$6,400,000**	**$21,750,000**
Uses				
Direct Infrastructure Cost	-	$6,410,769	-	$6,410,769
Fees and Repayment	-	-	-	-
Miscellaneous Costs	-	-	-	-
Total Uses	**$0**	**$6,410,769**	**$0**	**$6,410,769**
Net Cash Flow	**$1,600,000**	**$7,339,231**	**$6,400,000**	**$15,339,231**

Source: Master Developer.

Notwithstanding the belief of the Master Developer that it will have sufficient funds to complete its planned development, no assurance can be given that sources of financing available to the Master Developer will be sufficient to complete such development as currently anticipated. While the Master Developer has made internal financing available in the past for similar activities, there can be no assurance whatsoever of its willingness or ability to do so in the future. Neither the Master Developer nor any of its affiliates has any legal obligation of any kind to make any such funds available or to obtain loans or lines of credit. If and to the extent that internal financing, loan proceeds, lines of credit, or bond proceeds are inadequate to pay the costs to complete the Master Developer's planned development, there could be a shortfall in the funds required to complete such proposed development and portions of such development might not be completed.

THE IMPROVEMENTS

Eligible Facilities

The Bonds will provide a funding source to The Master Developer for moneys expended for a portion of the cost of the Improvements and for certain The Master Developer fees paid or to be paid by The Master Developer. The eligible Improvements authorized to be funded with proceeds of the Bonds include, but are not limited to, the following:

Transportation Improvements. Public roadway improvements designed to meet the needs of the project, including those improvements identified in the Development Agreement, including but not limited to:

- Baseline Road.
- Fiddyment Road.
- Vista Grande Boulevard.
- Upland Drive.
- Sierra Village Drive.
- Market Street.

Eligible roadway improvements include the following items: acquisition of land and easements; roadway design; project management; geotechnical engineering, testing and observations, bridge crossings and culverts; clearing, grubbing, and demolition; grading, soil import/export, paving (including slurry seal), and decorative/enhanced pavement concrete or pavers; power pole relocations; joint trenches, underground utilities, and undergrounding of existing utilities; dry utilities and appurtenances; curbs, gutters, sidewalks, bike trails (including on- and off-site), park and ride facilities, bus rapid transit improvements, including transfer stations and regional public transit improvements; retaining walls, sound walls, enhanced fencing, and access ramps; street lights, signalization, and traffic signal control systems; bus turnouts; signs and striping; erosion control; median and parkway landscaping and irrigation; entry monumentation; bus shelters; masonry walls; traffic control and agency fees; and other improvements related thereto. Eligible improvements for the roads listed above also include any and all necessary underground potable and non-potable water, sanitary sewer, and storm drainage system improvements.

Potable and Non-Potable Water System Improvements. Authorized facilities include any and all on- and off-site backbone water facilities designed to meet the needs of development of the project. These facilities include potable and non-potable mains, valves, services, and appurtenances; wells; and water treatment and storage facilities, and related improvements, including but not limited to: site clearing, grading, and paving; curbs and gutters; recycled water storage tanks, booster pump stations, and all appurtenances thereto; wells; water treatment; stand-by generator; site lighting, drainage, sanitary sewer, and water service; landscaping and irrigation; access gates and fencing; striping and signage; among others.

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, among others.

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, among others.

Solid Waste Improvements. Authorized facilities include any and all backbone solid waste improvements designed to meet the needs of development of the project. Eligible improvements also include the project's pro-rata contribution, as described in the project DA, to the SVSP Solid Waste Recycling Center.

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, and construction of Paseos as identified by the SVSP.

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, among others.

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, among others.

Other Public Facilities and Impact Fees. 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 fire station site reimbursement obligations in the Development Agreement. Authorized facilities also 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.

Estimated Cost of the Improvements

General. The total estimated cost of the Improvements (for land in Improvement Area No. 1 and the Future Annexation Area) is approximately $30.4 million, as shown in the table below. The 2021 Bonds are anticipated to provide reimbursement for a portion of these costs, more specifically the costs associated with the construction of Market Street, which is the only backbone improvement listed that is required for the build-out of the 218 residential lots in Improvement Area No. 1. [**Review/Confirm**]

Table 4
City of Roseville
Baseline at Sierra Vista CFD 1 (Public Facilities)
Improvement Area No. 1 – Series 2021 Bonds
Authorized Facilities Costs

Item	Estimated Cost
Backbone Roadways:	
Market Street	$5,468,000
Baseline Road	8,922,000
Fiddyment Road	1,299,000
Upland Drive	2,882,000
San Fernando Drive	1,379,000
Vista Grande Boulevard	911,000
Offsite Sewer	311,000
Offsite Storm Drain	938,000
Internal Subdivision Infrastructure and Fees	8,331,000
Total	**$30,441,000**

Source: CFD Hearing Report, dated October 15, 2020 (citing MacKay & Somps and DPFG, Inc.)

Funding Sources. In connection with the issuance of the 2021 Bonds, the City and the Master Developer are entering into a Funding, Construction and Acquisition Agreement (the "**Acquisition Agreement**") which provides that the Master Developer will construct (or cause to be constructed or funded) the Improvements and related facilities, and the City, upon completion of construction and acceptance by the City, or through progress payments prior to completion of the entire improvement, will purchase the Improvements or reimburse the Master Developer for expended amounts using a portion of the proceeds of the Bonds pursuant to the terms of the Acquisition Agreement. The Master Developer will be responsible for the portion of the cost of construction of the Improvements not paid with Bonds.

VALUE OF PROPERTY WITHIN IMPROVEMENT AREA NO. 1

The Appraisal

General. Integra Realty Resources, Sacramento, California (the "**Appraiser**") prepared an appraisal report with a date of value of July 16, 2021 (the "**Appraisal**"). The Appraisal was prepared at the request of the City. The Appraisal is set forth in APPENDIX B hereto. The description herein of the Appraisal is intended for limited purposes only; the Appraisal should be read in its entirety. The conclusions reached in the Appraisal are subject to certain assumptions and qualifications which are set forth in the Appraisal.

Property Appraised. The appraised properties consist of all of the taxable property in the initial boundary of Improvement Area No. 1, which is owned by the Master Developer and planned for development into 218 residential units (115 LDR and 103 MDR).

Value Estimates. The Appraisal provides a market value, in bulk, of the appraised property as of the date of value (based on the hypothetical condition the improvements to be financed by the 2021 Bonds were in place as of the date of valuation). The valuation accounts for the impact of the lien of the Special Tax and represents the market value (based on the hypothetical condition) of all the land in Improvement Area No. 1. The property appraised excludes property in Improvement Area No. 1 designated for public and quasi-public purposes.

The market value estimate for the appraised properties as of the date of value, using the methodologies described in the Appraisal and subject to the limiting conditions and special assumptions and the hypothetical condition set forth in the Appraisal, and based on the ownership of the property as of that date, is $22,811,000.

The bulk sale value represents the most probable price, in a sale of parcels within Improvement Area No. 1, to a single purchaser or sales to multiple buyers, over a reasonable period discounted to present value.

Hypothetical Condition. The value estimate is subject to a hypothetical condition, defined as that which is contrary to what exists but is supposed for the purposes of analysis. For purposes of the hypothetical condition, the Appraiser assumed that certain proceeds of the 2021 Bonds are available to finance the completion of certain infrastructure improvements.

Assumptions and Limiting Conditions. In considering the estimate of value evidenced by the Appraisal, the Appraisal is based upon a number of standard and special assumptions which affect the estimates as to value. For example, the Appraiser has assumed that there is no adverse soil conditions, toxic substances or other environmental hazards that would interfere or inhibit development of the appraised property. Should future conditions and events reduce the level of permitted development or delay the completion of any projected development, the value of the undeveloped land would likely be reduced from that estimated by the Appraiser. See "APPENDIX B – THE APPRAISAL."

Accordingly, because the Appraiser arrived at an estimate of current market value based upon certain assumptions which may or may not be fulfilled, no assurance can be given that should the parcels become delinquent due to unpaid Special Taxes, and be foreclosed upon and offered for sale for the amount of the delinquency, that any bid would be received for such property or, if a bid is received, that such bid would be sufficient to pay such delinquent Special Taxes.

Exposure Time. Exposure time is the length of time the subject property would have been exposed for sale in the market had it sold on the effective valuation date at the concluded market value. Exposure time is always presumed to precede the effective date of the Appraisal. Based on the Appraiser's review of recent sales transactions for similar properties and its analysis of supply and demand in the local land market, the Appraiser's opinion was that the probable exposure time for the appraised property at the concluded market value stated previously is 12 months.

Marketing Time. Marketing time is an estimate of the amount of time it might take to sell a property at the concluded market value immediately following the effective date of value. As the Appraiser foresees no significant changes in market conditions in the near term, the Appraiser's opinion was that a reasonable marketing period for the appraised property in bulk is likely to be the same as the exposure time. Accordingly, the Appraiser estimated the marketing period at 12 months.

No assurance can be given that a sale of the property in bulk through foreclosure could be achieved or attained over an extended period of time; real estate is cyclical in nature, and it is impossible to accurately forecast and project specific demand over a particular period. See "SPECIAL RISK FACTORS – Property Values and Property Development."

Limitations of Appraisal Valuation. Property values may not be evenly distributed throughout Improvement Area No. 1; thus, certain parcels may have a greater value than others. This disparity is significant because in the event of nonpayment of the Special Tax, the only remedy is to foreclose against the delinquent parcel.

No assurance can be given that the foregoing valuation can or will be maintained during the period of time that the 2021 Bonds are outstanding in that the City has no control over the market value of the property within Improvement Area No. 1 or the amount of additional indebtedness that may be issued in the future by other public agencies, the payment of which, through the levy of a tax or an assessment, may be on a parity with the Special Taxes. See "–Overlapping Liens and Priority of Lien" below. For a description of certain risks that might affect the assumptions made in the Appraisal, see "SPECIAL RISK FACTORS" herein.

Value to Special Tax Burden Ratios

In comparing the value of the real property within Improvement Area No. 1 and the principal amount of the Bonds, it should be noted that only the real property upon which there is a delinquent Special Tax can be foreclosed upon, and the real property within Improvement Area No. 1 cannot be foreclosed upon as a whole to pay delinquent Special Taxes of the owners of such parcels within Improvement Area No. 1 unless all of the property is subject to a delinquent Special Tax. In any event, individual parcels may be foreclosed upon separately to pay delinquent Special Taxes levied against such parcels.

Other public agencies whose boundaries overlap those of Improvement Area No. 1 could, without the consent of the City and in certain cases without the consent of the owners of the land within Improvement Area No. 1, impose additional taxes or assessment liens on the land within Improvement Area No. 1. Property owners can also voluntarily add Property Assessed Clean Energy (PACE) assessment liens on their property to finance energy efficiency improvements. The lien created on the land within Improvement Area No. 1 through the levy of such additional taxes or assessments may be on a parity with the lien of the Special Tax. In addition, construction loans may be obtained by the Master Developer and subsequent merchant homebuilders, and home loans may be obtained by ultimate homeowners. The deeds of trust securing such debt on property within Improvement Area No. 1, however, will be subordinate to the lien of the Special Tax.

Appraised Value to Lien Ratios by Tax Status, Land Use and Phase. The following table sets forth appraised value, maximum special tax, allocable debt, and value to lien ratios by tax status, land use and phase in Improvement Area No. 1 as of July 16, 2021 (the Appraiser's date of value), based on the assumptions detailed therein.

Table 5
City of Roseville
Baseline at Sierra Vista CFD 1 (Public Facilities) Improvement Area No. 1 – Series 2021 Bonds
Value to Lien Ratios – By Village

Village Number	Developed Parcels per RMA [1]	Total Planned Units	Appraisal Value [2]	Fiscal Year 2022-23 Maximum Annual Special Tax per Unit	Maximum Annual Special Tax Levy [3]	Fiscal Year Estimated Special Tax Levey [3]	Fiscal 2022-23 Percentage Share of Special Tax Levy	Total CFD Bond Lien*[4]	Value-to-Lien*
DF-1	100	100	$10,700,000	$1,949	$194,867	$148,634	48%	$3,158,863	3.39:1
DF-2	15	15	1,605,000	1,949	29,230	22,295	7	473,829	3.39:1
DF-20	103	103	10,506,000	1,732	178,423	136,091	44	2,892,308	3.63:1
Totals	**218**	**218**	**$22,811,000**		**$402,520**	**$307,020**	**100%**	**$6,525,000**	**3.50:1**

* Preliminary; subject to change.
(1) As per the RMA, Developed Parcels are parcels created by a recorded final map prior to May 1 of each year. Final maps are expected to be recorded Village Numbers DF-1, DF-2, and DF-20 in October of 2021.
(2) Provided by Integra Realty Resources, dated July 16, 2021.
(3) The special tax levy includes debt service requirements and annual CFD administration costs. The estimated debt service for calendar year 2023 is $301,000. A 2-percent special tax levy is added to debt service requirements for special tax administration for a CFD administration requirement of $6,020. There will be 218 parcels defined as Developed Parcels for FY 2022-23. Developed Parcels are assigned 100-percent of the Maximum Annual Special Tax for FY 2022-23.
(4) Provided by Stifel.
Source: EPS.

No History of Special Tax Collections

Fiscal Year 2022-23 will be the first year in which the Special Tax is levied in Improvement Area No. 1 due to the capitalization of interest from 2021 Bond proceeds.

Overlapping Liens and Priority of Lien

The principal of and interest on the Bonds are payable from the Special Tax authorized to be collected within Improvement Area No. 1, and payment of the Special Tax is secured by a lien on certain real property within Improvement Area No. 1. Such lien is co-equal to and independent of the lien for general taxes and any other liens imposed under the Act, regardless of when they are imposed on the property in Improvement Area No. 1. The imposition of additional special taxes, assessments and general property taxes will increase the amount of independent and co-equal liens which must be satisfied in foreclosure. The City, the County and certain other public agencies are authorized by the Act to form other community facilities districts and improvement areas and, under other provisions of State law, to form special assessment districts, either or both of which could include all or a portion of the land within Improvement Area No. 1.

Set forth below is an overlapping debt table showing the existing direct and overlapping bonded debt payable with respect to property within Improvement Area No. 1. This table has been prepared by California Municipal Statistics Inc. as of the date indicated, and is included for general information purposes only. The City has not reviewed the data for completeness or accuracy and makes no representations in connection therewith. In addition to bonded debt, property in Improvement Area No. 1 is also subject to special taxes authorized to be levied on behalf of the City's Baseline at Sierra Vista Community Facilities District No. 2 (Public Services) and Community Facilities District No. 3 (Municipal Services) for municipal services, which districts provide for escalating annual special taxes on residential property.

Table 6
City of Roseville
Baseline at Sierra Vista Community Facilities District No. 1 (Public Facilities)
Improvement Area No. 1 – Series 2021 Bonds
Summary of Overlapping Debt
As of June 1, 2021

2020-21 Local Secured Assessed Valuation: $691,168

DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT:	% Applicable	Debt 6/1/21	
Sierra Joint Community College District SFID No. 4 G.O. Bonds	0.001%	$ 1,483	
Center Joint Unified School District General Obligation Bonds	0.027	10,029	
City of Roseville Baseline Community Facilities District No. 1	**100.000**	**0**	(1)
TOTAL DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT		$11,512	
OVERLAPPING GENERAL FUND DEBT:			
Placer County Certificates of Participation	0.001%	$155	
Placer County Office of Education Certificates of Participation	0.001	4	
Sierra Joint Community College District Certificates of Participation	0.001	10	
City of Roseville Certificates of Participation	0.003	497	
Placer County Mosquito and Vector Control District COPs	0.001	20	
TOTAL OVERLAPPING GENERAL FUND DEBT		$686	
COMBINED TOTAL DEBT		$12,198	(2)

Ratios to 2020-21 Assessed Valuation:
Direct Debt ($0)..... 0.00%
Total Direct and Overlapping Tax and Assessment Debt 1.67%
Combined Total Debt 1.76%

(1) Excludes Bonds to be sold.
(2) Excludes tax and revenue anticipation notes, enterprise revenue, mortgage revenue and non-bonded capital lease obligations.

There can be no assurance that the Master Developer, its affiliates or any subsequent owner will not petition for the formation of other community facilities districts and improvement areas or for a special assessment district or districts and that parity special taxes or special assessments will not be levied by the County or some other public agency to finance additional public facilities; however, no other special districts are currently contemplated by the City or the Master Developer.

Private liens, such as deeds of trust securing loans obtained by the Master Developer, may be placed upon property in Improvement Area No. 1 at any time. Under California law, the Special Taxes have priority over all existing and future private liens imposed on property subject to the lien of the Special Taxes.

Estimated Tax Burden on Single-Family Home

Based on estimated sales prices for the smallest floorplan for LDR and MDR homes provided by the Master Developer, the Special Tax Consultant has projected that the overall tax burden for the smallest floorplan homes planned for Improvement Area No. 1 will be approximately 1.79% to 1.85%, as shown in the following table. The projected overall tax burden for larger floorplan homes is expected to be smaller, as a percentage of the projected assessed value of the homes.

Table 7
City of Roseville
Baseline at Sierra Vista CFD 1 (Public Facilities) – Series 2021 Bonds
Projected Overall Tax Burden for Representative Single-Family Residential Parcels
Fiscal Year 2020-21

Item	Assumption	LDR	MDR
Estimated Average Home Price (1)		$580,000	$475,000
Homeowner's Exemption		($7,000)	($7,000)
Estimated Assessed Value		**$573,000**	**$468,000**
Ad Valorem Property Taxes (TRA 005-070) (2)	**FY 2020/21**		
General Ad Valorem	1.0000%	$5,730	$4,680
Sierra College SFID #4 GO Bond 2018 Series A	0.0150%	$86	$70
Center USD GO Bond	0.2720%	$1,559	$1,273
Central USD 2008 Series 2020A GO Bonds	0.0564%	$323	$264
Subtotal Ad Valorem Property Taxes	**1.3434%**	**$7,698**	**$6,287**
Direct Charges and Assessments			
City of Roseville CFD No. 1 (Public Facilities) (3)		$1,910	$1,698
City of Roseville CFD No. 2 (Public Services) (4)		$261	$261
City of Roseville CFD No. 3 (Municipal Services) (5)		$490	$490
Placer Mosquito & Vector Control		$31	$31
Subtotal Direct Charges and Assessments		**$2,692**	**$2,480**
Total Ad Valorem Property Taxes and Direct Charges		**$10,390**	**$8,767**
Overall Tax Burden		**1.79%**	**1.85%**

(1) From the Hearing Report dated October of 2020.
(2) Ad Valorem tax rates based on FY 2020-2021.
(3) CFD No. 1 special tax is escalated to FY 2021-22 maximum special tax rates per unit.
(4) Based upon Maximum Annual Special Tax for parcels in CFD No. 2 for FY 2021-22.
(5) CFD escalated to FY 2021-22 maximum special tax rates.
Source: County of Placer; City of Roseville; EPS.

SPECIAL RISK FACTORS

The purchase of the 2021 Bonds described in this Official Statement involves a degree of risk that may not be appropriate for some investors. The following includes a discussion of some of the risks that should be considered before making an investment decision.

Limited Obligation of the City to Pay Debt Service

The City has no obligation to pay principal of and interest on the 2021 Bonds in the event Special Tax collections are delinquent, other than from amounts, if any, on deposit in the 2021 Reserve Account of the Reserve Fund or funds derived from the tax sale or foreclosure and sale of parcels on which levies of the Special Tax are delinquent, nor is the City obligated to advance funds to pay such debt service on the 2021 Bonds. The 2021 Bonds are not general obligations of the City but are limited obligations of the City, payable solely from the proceeds of the Special Tax and certain funds held under the Fiscal Agent Agreement, including amounts deposited in the 2021 Reserve Account of the Reserve Fund and investment income thereon, and the proceeds, if any, from the sale of property in the event of a foreclosure. See "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS." Any tax for the payment of the 2021 Bonds will be limited to the Special Tax to be collected within Improvement Area No. 1.

Concentration of Ownership

All of the land in Improvement Area No. 1 is currently 100% owned by the Master Developer, and under contract to be sold to SV 218, LLC. No assurance can be given that these lots will be sold and closed to SV 218, LLC or that, if the lots are sold and closed to SV 218, LLC that SV 218, LLC and JMC Homes will complete homes on the lots and sell the lots to individual homeowners on the timeline projected in this Official Statement or at all.

Owners of property are not personally obligated to pay the Special Tax attributable to their property. Rather, the Special Tax is an obligation only against the parcel of property, secured by the amount which could be realized in a foreclosure proceeding against the property, and not by any promise of the owner to pay. If the value of the property is not sufficient, taking into account other obligations also constituting a lien against the property, the City, Fiscal Agent and owners of the 2021 Bonds have no recourse against the owner, such as filing a lawsuit to collect money.

Failure of the Master Developer, SV 218, LLC or any other future owner of significant property subject to the Special Taxes in Improvement Area No. 1 to pay installments of Special Taxes when due could cause the depletion of amounts in the 2021 Reserve Account of the Reserve Fund prior to reimbursement from the resale of foreclosed property or payment of the delinquent Special Tax and, consequently, result in the delinquency rate reaching a level that would cause an insufficiency in collection of the Special Tax to timely pay debt service on the 2021 Bonds. For a description of the Master Developer, SV 218, LLC and JMC Homes, see "OWNERSHIP OF PROPERTY WITHIN THE DISTRICT." In that event, there could be a delay or failure in payments on the 2021 Bonds. See "– Bankruptcy and Foreclosure Delays" below and "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Delinquent Payments of Special Tax; Covenant for Superior Court Foreclosure."

Appraised Values

The Appraisal summarized in APPENDIX B estimates the market value of the taxable property within Improvement Area No. 1. This market value is merely the present opinion of the

Appraiser, and is subject to the assumptions and limiting conditions stated in the Appraisal. The City has not sought the present opinion of any other appraiser of the value of the taxed parcels. A different present opinion of value might be rendered by a different appraiser.

The opinion of value relates to sale by a willing seller to a willing buyer as of the date of valuation, each having similar information and neither being forced by other circumstances to sell or to buy. Consequently, the opinion is of limited use in predicting the selling price at a foreclosure sale, because the sale is forced and the buyer may not have the benefit of full information.

In considering the estimates of value evidenced by the appraisal, it should be noted that the appraisal is based upon a number of standard and special assumptions which affect the estimates as to value, in addition to hypothetical conditions, as set forth in the Appraisal (see APPENDIX B hereto). Some of the improvements to be financed by the 2021 Bonds were not in place as of the date of inspection; thus, the value estimate is subject to a hypothetical condition (of such improvements being in place)

In addition, the opinion is a present opinion. It is based upon present facts and circumstances. Differing facts and circumstances may lead to differing opinions of value. The appraised market value is not evidence of future value because future facts and circumstances may differ significantly from the present.

No assurance can be given that any of the appraised property in Improvement Area No. 1 could be sold in a foreclosure for the estimated market value contained in the Appraisal. Such sale is the primary remedy available to Bondowners if that property should become delinquent in the payment of Special Taxes.

Property Values and Property Development

The value of Taxable Parcels within Improvement Area No. 1 is a critical factor in determining the investment quality of the 2021 Bonds. If a property owner defaults in the payment of the Special Tax, the City may bring an action to foreclose on the delinquent property in an attempt to obtain funds with which to pay debt service on the 2021 Bonds. Land development and land values could be adversely affected by economic and other factors beyond the City's control, such as: a general economic downturn; adverse judgments in future litigation that could affect the scope, timing or viability of development; relocation of employers out of the area; stricter land use regulations; shortages of water, electricity, natural gas or other utilities; destruction of property caused by earthquake, flood or other natural disasters; environmental pollution or contamination.

The Appraisal information included as APPENDIX B sets forth certain assumptions of the Appraiser in estimating the market value of the property within Improvement Area No. 1 as of the date indicated. No assurance can be given that the land values are accurate if these assumptions are incorrect or that the values will not decline in the future if one or more events, such as natural disasters or adverse economic conditions, occur. See "Appraised Values" above.

Neither the City nor the Underwriter has evaluated development risks. Since these are largely business risks of the type that property owners customarily evaluate individually, and inasmuch as changes in land ownership may well mean changes in the evaluation with respect to any particular parcel, the City is issuing the 2021 Bonds without regard to any such evaluation. Thus, the issuance of the 2021 Bonds in no way implies that the City or the Underwriter has evaluated these risks or the reasonableness of these risks.

The following is a discussion of specific risk factors that could affect the timing or scope of property development in Improvement Area No. 1 or the value of property in Improvement Area No. 1. See also "– Covid-19 Pandemic" below.

Land Development. Land values are influenced by the level of development in the area in many respects.

First, undeveloped or partially developed land is generally less valuable than developed land and provides less security to the owners of the 2021 Bonds should it be necessary for the City to foreclose on undeveloped or partially developed property due to the nonpayment of Special Taxes.

Second, failure to complete development on a timely basis could adversely affect the land values of those parcels that have been completed. Lower land values would result in less security for the payment of principal of and interest on the 2021 Bonds and lower proceeds from any foreclosure sale necessitated by delinquencies in the payment of the Special Tax. See "VALUE OF PROPERTY WITHIN IMPROVEMENT AREA NO. 1 – Value to Special Tax Burden Ratios." No assurance can be given that the proposed development within Improvement Area No. 1 will be completed, and in assessing the investment quality of the 2021 Bonds, prospective purchasers should evaluate the risks of noncompletion.

The Master Developer provides no assurances to the City that the project will be developed or that sources of financing that will actually be available will be sufficient to complete the currently projected development. The Master Developer has no obligation to the City or to owners of the 2021 Bonds to complete the project.

***Risks of Real Estate Investment Generally*.** Continuing development of land within Improvement Area No. 1 may be adversely affected by changes in general or local economic conditions, fluctuations in the real estate market, increased construction costs, development, financing and marketing capabilities of individual property owners, water or electricity shortages, and other similar factors. Development in Improvement Area No. 1 may also be affected by development in surrounding areas, which may compete with development in Improvement Area No. 1. In addition, land development operations are subject to comprehensive federal, state and local regulations, including environmental, land use, zoning and building requirements. There can be no assurance that proposed land development operations within Improvement Area No. 1 will not be adversely affected by future government policies, including, but not limited to, governmental policies to restrict or control development, or future growth control initiatives. There can be no assurance that land development operations within Improvement Area No. 1 will not be adversely affected by these risks. See also "COVID-19 Pandemic" below.

***Natural Disasters*.** The value of the parcels in Improvement Area No. 1 in the future can be adversely affected by a variety of natural occurrences, particularly those that may affect infrastructure and other public improvements and private improvements on the parcels in Improvement Area No. 1 and the continued habitability and enjoyment of such private improvements. For example, the areas in and surrounding Improvement Area No. 1, like those in much of California, may be subject to earthquakes or other unpredictable seismic activity, however, Improvement Area No. 1 is not located in a seismic special studies zone.

Other natural disasters could include, without limitation, landslides, floods, droughts, wildfires or tornadoes. One or more natural disasters could occur and could result in damage to improvements of varying seriousness. Although the land in Improvement Area No. 1 is not in a high-risk area (or a special fire hazard severity zone) for wildfires, landslides, floods, or tornadoes, natural

disasters such as these are unpredictable and may occur anywhere throughout the State, with devastating consequences. The damage may entail significant repair or replacement costs and that repair or replacement may never occur either because of the cost, or because repair or replacement will not facilitate habitability or other use, or because other considerations preclude such repair or replacement. Under any of these circumstances there could be significant delinquencies in the payment of Special Taxes, and the value of the parcels may well depreciate.

***Drought*.** California has been subject to droughts from time-to-time in the past. Although the City does not believe any future drought would impact development in Improvement Area No. 1, no assurances can be given in this regard.

The City employs a portfolio approach to its water supplies which includes the use of surface water, groundwater and recycled water. This portfolio approach is designed to provide a more reliable water supply. Surface water is the City's primary water supply which is delivered from the Folsom Reservoir under contracts with the Bureau of Reclamation and the Placer County Water Agency. The City also uses groundwater to supplement its surface water supplies during emergency and drought conditions. These ground water wells are designated to accommodate Aquifer Storage and Recovery (ASR). The City's ASR program allows for the storage of treated surface water in the groundwater basin through direct injection through the ASR wells. This water can be extracted later from the same wells for use during emergency or drought conditions. This water "banking" allows the City to use groundwater without significant impact to the ground water table when surface water supplies are limited. The City also uses recycled water generated from its wastewater treatment facilities for irrigation purposes in commercial landscaping, public rights-of way, parks and golf courses. The use of recycled water reduces the demand for treated water for these purposes and leaving more for domestic use. However, no assurance can be given that a future drought affecting homes in Improvement Area No. 1 would not result in decreased values.

The City indicates it has adequate surface water and groundwater supplies to satisfy the planned development of property in Improvement Area No. 1 in accordance with applicable law and regulations. However, in the event that the City's water supply is severely limited or cut off by virtue of future actions beyond its control resulting from ongoing or future drought conditions, development within Improvement Area No. 1 may be delayed or even stopped. The Development Agreement provides that should the City need to restrict development it must do so City-wide and cannot single out the Baseline at Sierra Vista property in restricting development activity. Any reduction or interruption in the water supply would also likely cause a reduction in the land value and thus a reduction in the security in the event of a need to foreclose on land within Improvement Area No. 1 following a delinquency in the payment of Special Taxes.

***Legal Requirements*.** Other events that may affect the value of a parcel include changes in the law or application of the law. Such changes may include, without limitation, local growth control initiatives, local utility connection moratoriums and local application of statewide tax and governmental spending limitation measures. Development in Improvement Area No. 1 may also be adversely affected by the application of laws protecting endangered or threatened species.

***Hazardous Substances*.** Any discovery of a hazardous substance detected on property within Improvement Area No. 1 would affect the marketability and the value of some or all of the property in Improvement Area No. 1. In that event, the owners and operators of a parcel within Improvement Area No. 1 may be required by law to remedy conditions of the parcel relating to releases or threatened releases of hazardous substances. The federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, sometimes referred to as "CERCLA" or the "Superfund Act," is the most well-known and widely applicable of these laws.

California laws with regard to hazardous substances are also applicable to property within Improvement Area No. 1 and are as stringent as the federal laws. Under many of these laws, the owner (or operator) is obligated to remedy a hazardous substance condition of property whether or not the owner (or operator) has anything to do with creating or handling the hazardous substance. The effect, therefore, should any of the parcels be contaminated by a hazardous substance is to reduce the marketability and value of the parcel by the costs of remedying the condition, because the purchaser, upon becoming owner, will become obligated to remedy the condition just as is the seller.

The values set forth in the Appraisal do not take into account the possible reduction in marketability and value of any of the parcels within Improvement Area No. 1 by reason of the possible liability of the owner (or operator) for the remedy of a hazardous substance condition on a parcel. Although the City is not aware that the owner (or operator) of any of the property within Improvement Area No. 1 has a current liability for a hazardous substance with respect to any of the parcels, it is possible that such liabilities do currently exist and that the City is not aware of them.

Further, it is possible that liabilities may arise in the future with respect to any of the parcels within Improvement Area No. 1 resulting from the existence, currently, on the parcel of a substance presently classified as hazardous but which has not been released or the release of which is not presently threatened, or may arise in the future resulting from the existence, currently, on the parcel of a substance not presently classified as hazardous but which may in the future be so classified. Further, such liabilities may arise not simply from the existence of a hazardous substance but from the method of handling it. All of these possibilities could significantly affect the value of a parcel within Improvement Area No. 1 that is realizable upon a foreclosure sale.

Endangered and Threatened Species. It is illegal to harm or disturb any plants or animals in their habitat that have been listed as endangered species by the United States Fish & Wildlife Service under the Federal Endangered Species Act or by the California Fish & Game Commission under the California Endangered Species Act without a permit. Although the Master Developer believes that no federally listed endangered or threatened species would be affected by the proposed development within Improvement Area No. 1, other than any that are permitted by the entitlements already received (which allow for the impact of development and specify the mitigation required), the discovery of an endangered plant or animal could delay development of vacant property in Improvement Area No. 1 or reduce the value of undeveloped property.

Levy and Collection of Special Taxes

General. The principal source of payment of principal of and interest on the 2021 Bonds is the proceeds of the annual levy and collection of the Special Tax against property within Improvement Area No. 1.

Limitation on Maximum Special Tax Rate. The annual levy of the Special Tax is subject to the Maximum Annual Facilities Special Tax rate authorized in the Special Tax Formula. The levy cannot be made at a higher rate even if the failure to do so means that the estimated proceeds of the levy and collection of the Special Tax, together with other available funds, will not be sufficient to pay debt service on the 2021 Bonds.

In addition to the Maximum Annual Facilities Special Tax rate limitation in the Special Tax Formula, Section 53321(d) of the Act provides that the special tax levied against any parcel for which an occupancy permit for private residential use has been issued may not be increased as a consequence of delinquency or default by the owner of any other parcel within a community facilities

district by more than 10% above the amount that would have been levied in such Fiscal Year had there never been any such delinquencies or defaults. In cases of significant delinquency, these factors may result in defaults in the payment of principal of and interest on the 2021 Bonds.

No Relationship Between Property Value and Special Tax Levy. Because the Special Tax Formula is not based on property value, the levy of the Special Tax will rarely, if ever, result in a uniform relationship between the value of particular parcels of Taxable Property and the amount of the levy of the Special Tax against those parcels. Thus, there will rarely, if ever, be a uniform relationship between the value of the parcels of Taxable Property and their proportionate share of debt service on the 2021 Bonds, and certainly not a direct relationship.

Factors that Could Lead to Special Tax Deficiencies. The following are some of the factors that might cause the levy of the Special Tax on any particular parcel of Taxable Property to vary from the Special Tax that might otherwise be expected:

Transfers to Governmental Entities. The number of parcels of Taxable Property could be reduced through the acquisition of Taxable Property by a governmental entity and failure of the government to pay the Special Tax based upon a claim of exemption or, in the case of the federal government or an agency thereof, immunity from taxation, thereby resulting in an increased tax burden on the remaining taxed parcels.

Property Tax Delinquencies. Failure of the owners of Taxable Property to pay property taxes (and, consequently, the Special Tax), or delays in the collection of or inability to collect the Special Tax by tax sale or foreclosure and sale of the delinquent parcels, could result in a deficiency in the collection of Special Tax revenues. See "– Tax Delinquencies" below. There is currently no history of tax levies in Improvement Area No. 1.

Delays Following Special Tax Delinquencies and Foreclosure Sales. The Fiscal Agent Agreement generally provides that the Special Tax is to be collected in the same manner as ordinary *ad valorem* property taxes are collected and, except as provided in the special covenant for foreclosure described in "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Delinquent Payments of Special Tax; Covenant for Superior Court Foreclosure" and in the Act, is subject to the same penalties and the same procedure, sale and lien priority in case of delinquency as is provided for ordinary *ad valorem* property taxes. Under these procedures, if taxes are unpaid for a period of five years or more, the property is deeded to the State and then is subject to sale by the County.

If sales or foreclosures of property are necessary, there could be a delay in payments to owners of the 2021 Bonds pending such sales or the prosecution of foreclosure proceedings and receipt by the City of the proceeds of sale if the 2021 Reserve Account of the Reserve Fund is depleted. See "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Delinquent Payments of Special Tax; Covenant for Superior Court Foreclosure."

The ability of the City to collect interest and penalties specified by State law and to foreclose against properties having delinquent Special Tax installments may be limited in certain respects with regard to properties in which the Federal Deposit Insurance Corporation (the "**FDIC**") has or obtains an interest. The FDIC would obtain such an interest by taking over a financial institution that has made a loan that is secured by property within Improvement Area No. 1. See " – FDIC/Federal Government Interests in Properties" below.

Other laws generally affecting creditors' rights or relating to judicial foreclosure may affect the ability to enforce payment of Special Taxes or the timing of enforcement of Special Taxes. For example, the Soldiers and Sailors Civil Relief Act of 1940 affords protections such as a stay in enforcement of the foreclosure covenant, a six-month period after termination of military service to redeem property sold to enforce the collection of a tax or assessment and a limitation on the interest rate on the delinquent tax or assessment to persons in military service if the court concludes the ability to pay such taxes or assessments is materially affected by reason of such service.

FDIC/Federal Government Interests in Properties

General. The ability of the City to foreclose the lien of delinquent unpaid Special Tax installments may be limited with regard to properties in which the Federal Deposit Insurance Corporation (the "**FDIC**"), the Drug Enforcement Agency, the Internal Revenue Service, or other federal agency has or obtains an interest.

Federal courts have held that, based on the supremacy clause of the United States Constitution, in the absence of Congressional intent to the contrary, a state or local agency cannot foreclose to collect delinquent taxes or assessments if foreclosure would impair the federal government interest.

The supremacy clause of the United States Constitution reads as follows: "This Constitution, and the Laws of the United States which shall be made in Pursuance thereof; and all Treaties made, or which shall be made, under the Authority of the United States, shall be the supreme Law of the Land; and the Judges in every State shall be bound thereby, any Thing in the Constitution or Laws of any State to the contrary notwithstanding."

This means that, unless Congress has otherwise provided, if a federal governmental entity owns a parcel that is subject to Special Taxes within Improvement Area No. 1 but does not pay taxes and assessments levied on the parcel (including Special Taxes), the applicable state and local governments cannot foreclose on the parcel to collect the delinquent taxes and assessments.

Moreover, unless Congress has otherwise provided, if the federal government has a mortgage interest in the parcel and the City wishes to foreclose on the parcel as a result of delinquent Special Taxes, the property cannot be sold at a foreclosure sale unless it can be sold for an amount sufficient to pay delinquent taxes and assessments on parity with the Special Taxes and preserve the federal government's mortgage interest. In *Rust v. Johnson* (9th Circuit; 1979) 597 F.2d 174, the United States Court of Appeal, Ninth Circuit held that the Federal National Mortgage Association ("**FNMA**") is a federal instrumentality for purposes of this doctrine, and not a private entity, and that, as a result, an exercise of state power over a mortgage interest held by FNMA constitutes an exercise of state power over property of the United States.

Bankruptcy and Foreclosure Delays

The payment of the Special Tax and the ability of the City to foreclose the lien of a delinquent unpaid tax, as discussed in "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Delinquent Payments of Special Tax; Covenant for Superior Court Foreclosure," may be limited by bankruptcy, insolvency or other laws generally affecting creditors' rights or by the laws of the State of California relating to judicial foreclosure. The various legal opinions to be delivered concurrently with the delivery of the 2021 Bonds (including Bond Counsel's approving legal opinion) will be qualified as to the enforceability of the various legal instruments by bankruptcy, insolvency,

reorganization, moratorium and other similar laws affecting creditors' rights, by the application of equitable principles and by the exercise of judicial discretion in appropriate cases.

Although bankruptcy proceedings would not cause the Special Taxes to become extinguished, bankruptcy of a property owner could result in a delay in prosecuting superior court foreclosure proceedings and could result in the possibility of delinquent Special Tax installments not being paid in full. Such a delay would increase the likelihood of a delay or default in payment of the principal of and interest on the 2021 Bonds. To the extent that property in Improvement Area No. 1 continues to be owned by a limited number of property owners, the chances are increased that the 2021 Reserve Account of the Reserve Fund established for the 2021 Bonds could be fully depleted during any such delay in obtaining payment of delinquent Special Taxes. As a result, sufficient moneys would not be available in the 2021 Reserve Account of the Reserve Fund for transfer to the Bond Fund to make up shortfalls resulting from delinquent payments of the Special Tax and thereby to pay principal of and interest on the 2021 Bonds on a timely basis.

To the extent that bankruptcy or similar proceedings were to involve a large property owner, the chances would increase the likelihood that the 2021 Reserve Account of the Reserve Fund could be fully depleted during any resulting delay in receiving payment of delinquent Special Taxes. As a result, sufficient monies would not be available in the 2021 Reserve Account of the Reserve Fund for transfer to the Bond Fund to make up any shortfalls resulting from delinquent payments of the Special Tax and thereby to pay principal of and interest on the 2021 Bonds on a timely basis.

On July 30, 1992, the United States Court of Appeals for the Ninth Circuit issued its opinion in a bankruptcy case entitled *In re Glasply Marine Industries*. In that case, the court held that *ad valorem* property taxes levied by Snohomish County in the State of Washington after the date that the property owner filed a petition for bankruptcy were not entitled to priority over a secured creditor with a prior lien on that property. The court upheld the priority of unpaid *ad valorem* taxes imposed before the bankruptcy petition (the "pre-petition taxes"), but unpaid taxes imposed after the filing of the bankruptcy petition ("post-petition taxes") were declared to be unsecured "administrative expenses" of the bankruptcy estate, and were therefore held to be payable from the bankruptcy estate only after payment of all secured creditors. As a result, the secured creditor of the property was able to foreclose on the property and retain all of the proceeds of the sale except for the amount of the pre-petition taxes.

According to the court's ruling, as administrative expenses, post-petition taxes would have to be paid, but only if the debtor had sufficient assets not subject to other perfected security interests to do so. In certain circumstances, payment of such administrative expenses may also be allowed to be deferred. Once the property is transferred out of the bankruptcy estate (through foreclosure or otherwise) it would at that time again become subject to and would secure liens for then current and future *ad valorem* taxes.

Glasply was controlling precedent on bankruptcy courts in the State of California for several years subsequent to the date of the Ninth Circuit's holding. Pursuant to state law, the lien date for general *ad valorem* property taxes levied in the State of California is the January 1 preceding the fiscal year for which the taxes are levied. Under the *Glasply* holding, a bankruptcy petition filing would have prevented the lien for general *ad valorem* property taxes levied in fiscal years subsequent to the filing of a bankruptcy petition from attaching and becoming a lien so long as the property was a part of the estate in bankruptcy. However, the *Glasply* holding was for the most part subsequently rendered inoperative with respect to the imposition of a lien for and the collection of *ad valorem* taxes by amendments to the federal Bankruptcy Code (Title 11 U.S.C.) which were part of the Bankruptcy Reform Act of 1994 (the "Bankruptcy Reform Act") passed by Congress during the

later part of 1994. The Bankruptcy Reform Act added a provision to the automatic stay section of the Bankruptcy Code which, pursuant to Section 362(b)(18) thereof, excepts from the Bankruptcy Code's automatic stay provisions, "the creation of a statutory lien for an *ad valorem* property tax imposed by . . . a political subdivision of a state, if such tax comes due after the filing of the petition" by a debtor in bankruptcy court. The effect of this provision is to continue the secured interest of *ad valorem* taxes on real property (i.e., post-petition taxes) in effect during the period following the filing of a bankruptcy petition, including during the period bankruptcy proceedings are pending.

Without further clarification by the courts or Congress, the original rationale of the *Glasply* holding could, however, still result in the treatment of post-petition special taxes as "administrative expenses," rather than as tax liens secured by real property, at least during the pendency of bankruptcy proceedings. This treatment might result from the fact that, although the lien of special taxes is of record from the date of the filing of a Notice of Special Tax Lien, the actual special tax is levied annually. As noted above, special taxes have a different lien date than the lien date for general *ad valorem* taxes in the State of California noted above. The lien of a Mello-Roos special tax attaches upon recordation of the notice of the special tax lien, as provided for in Section 53328.3 of the Act, as opposed to the annual January 1 lien date for general *ad valorem* taxes. Thus, in deciding whether the original *Glasply* ruling is applicable to a bankruptcy proceeding involving special taxes rather than general *ad valorem* property taxes, a court might consider the differences in the statutory provisions for creation of the applicable tax lien (general *ad valorem* or special tax) in determining whether there is a basis for post petition special taxes to be entitled to a lien on the property during pending bankruptcy proceedings. If a court were to apply *Glasply* to eliminate the priority of the special tax lien as a secured claim against property with respect to post-petition levies of the Special Taxes made against property owners within Improvement Area No. 1 who file for bankruptcy, collections of the Special Taxes from such property owners could be reduced as the result of being treated as "administrative expenses" of the bankruptcy estate. Also, and most importantly, is the fact that the original holding in *Glasply* and the mitigation of that holding by the Bankruptcy Reform Act of 1994 both appear to be applicable only to general *ad valorem* taxes, and, therefore, the exemption from the automatic stay in Section 362(b)(18) discussed above may not be applicable to special taxes since they were not expressly mentioned or provided for in this section, nor defined to be included within the term *"ad valorem* taxes."

Parity Taxes and Special Assessments; Private Debt

The City, the County and certain other public agencies are authorized by the Act to form other community facilities districts and improvement areas and, under other provisions of State law, to form special assessment districts, either or both of which could include all or a portion of the land within Improvement Area No. 1.

Property in Improvement Area No. 1 is currently subject to certain overlapping tax and assessment liens, as shown in the overlapping debt statement. Property in Improvement Area No. 1 is also subject to the special tax of two additional community facilities districts formed to fund services and known as the Baseline at Sierra Vista Community Facilities District No. 2 (Public Services) and the City's Community Facilities District No. 3 (Municipal Services). The property is not subject to any other special tax or assessment liens (other than the lien of the Special Tax). See "VALUE OF PROPERTY WITHIN IMPROVEMENT AREA NO. 1 – Estimated Tax Burden on Single Family Home."

In addition, other governmental obligations may be authorized and undertaken or issued in the future, the tax, assessment or charge for which may become an obligation of one or more of the parcels of taxable property and may be secured by a lien on a parity with the lien of the Special Tax

securing the 2021 Bonds. The principal of and interest on the 2021 Bonds are payable from the Special Tax authorized to be collected within Improvement Area No. 1, and payment of the Special Tax is secured by a lien on certain real property within Improvement Area No. 1. Such lien is co-equal to and independent of the lien for general taxes and any other liens imposed under the Act, regardless of when they are imposed on the property in Improvement Area No. 1. The imposition of additional special taxes, assessments and general property taxes will increase the amount of independent and co-equal liens which must be satisfied in foreclosure if unpaid. The City, the County and certain other public agencies are authorized by the Act to form other community facilities districts and improvement areas and, under other provisions of State law, to form special assessment districts, either or both of which could include all or a portion of the land within Improvement Area No. 1. Although the Special Taxes will generally have priority over non-governmental liens on a parcel of taxable property, regardless of whether the non-governmental liens were in existence at the time of the levy of the Special Tax or not, this result may not apply in the case of bankruptcy. See "– Bankruptcy and Foreclosure Delays" above.

There can be no assurance that property owners within Improvement Area No. 1 will not petition for the formation of other community facilities districts and improvement areas or for a special assessment district or districts and that parity special taxes or special assessments will not be levied by the County or some other public agency to finance additional public facilities. This includes PACE assessments which homeowners can request be placed on their home for financing energy improvements. In addition to liens for special taxes or assessments to finance public improvements of benefit to land within Improvement Area No. 1, owners of property may obtain loans from banks or other private sources which loans may be secured by a lien on the parcels in Improvement Area No. 1. Such loans would increase amounts owed by the owner of such parcel with respect to development of its property in Improvement Area No. 1. However, the lien of such private loans would be subordinate to the lien of the Special Taxes.

Tax Delinquencies

Under provisions of the Act, the Special Taxes will be billed to the properties within Improvement Area No. 1 on the regular property tax bills sent to owners of such properties. Such Special Tax installments are due and payable, and bear the same penalties and interest for nonpayment, as do regular property tax installments. Special Tax installment payments cannot be made separately from property tax payments. Therefore, the unwillingness or inability of a property owner to pay regular property tax bills as evidenced by property tax delinquencies may also indicate an unwillingness or inability to make regular property tax payments and Special Tax payments in the future.

The annual Special Tax will be billed and collected in two installments payable without penalty by December 10 and April 10. In the event such Special Taxes are not timely paid, moneys available to pay debt service on the 2021 Bonds becoming due on the subsequent respective March 1 and September 1 may be insufficient, except to the extent moneys are available in the 2021 Reserve Account of the Reserve Fund.

In the event of non-payment of Special Taxes, funds in the 2021 Reserve Account of the Reserve Fund, if available, may be used to pay principal of and interest on the 2021 Bonds. If funds in the 2021 Reserve Account of the Reserve Fund for the 2021 Bonds are depleted, the funds can be replenished from the proceeds of the levy and collection of the Special Tax that are in excess of the amount required to pay all amounts to be paid to the 2021 Bond holders pursuant to the Fiscal Agent Agreement. However, no replenishment from the proceeds of a Special Tax levy can occur as long as the proceeds that are collected from the levy of the Special Tax against property within

Improvement Area No. 1 at the maximum Special Tax rates, together with other available funds, remains insufficient to pay all such amounts. Thus it is possible that the 2021 Reserve Account of the Reserve Fund will be depleted and not be replenished by the levy of the Special Tax.

See "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Delinquent Payments of Special Tax; Covenant for Superior Court Foreclosure" for a discussion of the provisions which apply, and procedures which the City is obligated to follow, in the event of delinquency in the payment of Special Taxes. See also "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Special Tax Methodology" for a discussion of a limitation imposed by the Act applicable to Special Tax increases on residential property.

No Acceleration Provisions

The 2021 Bonds do not contain a provision allowing for the acceleration of the 2021 Bonds in the event of a payment default or other default under the terms of the 2021 Bonds or the Fiscal Agent Agreement. Under the Fiscal Agent Agreement, a 2021 Bond holder is given the right for the equal benefit and protection of all 2021 Bond holders similarly situated to pursue certain remedies. So long as the 2021 Bonds are in book-entry form, DTC will be the sole 2021 Bond holder and will be entitled to exercise all rights and remedies of 2021 Bond holders.

Ballot Initiatives

From time to time, initiative measures qualify for the State ballot pursuant to the State's constitutional initiative process, and those measures could be adopted by California voters. The adoption of any such initiative might place limitations on the ability of the State, the City, the County or other local districts to increase revenues or to increase appropriations or on the ability of the landowners to complete the development of Improvement Area No. 1. See "–Property Values and Property Development – Land Development" above. See also "–Voter Initiatives" below.

Voter Initiatives

Under the California Constitution, the power of initiative is reserved to the voters for the purpose of enacting statutes and constitutional amendments. Since 1978, the voters have exercised this power through the adoption of Proposition 13 and similar measures, including Proposition 218, which was approved in the general election held on November 5, 1996, and Proposition 26, which was approved on November 2, 2010.

Any such initiative may affect the collection of fees, taxes and other types of revenue by local agencies such as the City. Subject to overriding federal constitutional principles, such collection may be materially and adversely affected by voter-approved initiatives, possibly to the extent of creating cash-flow problems in the payment of outstanding obligations such as the 2021 Bonds.

Proposition 218—Voter Approval for Local Government Taxes—Limitation on Fees, Assessments, and Charges—Initiative Constitutional Amendment, added Articles XIIIC and XIIID to the California Constitution, imposing certain vote requirements and other limitations on the imposition of new or increased taxes, assessments and property-related fees and charges.

On November 2, 2010, California voters approved Proposition 26, entitled the "Supermajority Vote to Pass New Taxes and Fees Act". Section 1 of Proposition 26 declares that Proposition 26 is intended to limit the ability of the State Legislature and local government to circumvent existing restrictions on increasing taxes by defining the new or expanded taxes as "fees." Proposition 26

amended Articles XIIIA and XIIIC of the State Constitution. The amendments to Article XIIIA limit the ability of the State Legislature to impose higher taxes (as defined in Proposition 26) without a two-thirds vote of the Legislature. Article XIIIC requires that all new local taxes be submitted to the electorate before they become effective. Taxes for general governmental purposes require a majority vote and taxes for specific purposes ("special taxes") require a two-thirds vote.

The levy of the Special Taxes and the issuance of special tax bonds of the City for Improvement Area No. 1 were each authorized by not less than a two-thirds vote of the landowners within Improvement Area No. 1 who constituted the qualified electors at the time of such voted authorization. The District believes, therefore, that issuance of the 2021 Bonds does not require the conduct of further proceedings under the Mello-Roos Act, Proposition 218 or Proposition 26.

Like their antecedents, Proposition 218 and Proposition 26 are likely to undergo both judicial and legislative scrutiny before the impact on Improvement Area No. 1 can be determined. Certain provisions of Proposition 218 and Proposition 26 may be examined by the courts for their constitutionality under both State and federal constitutional law, the outcome of which cannot be predicted.

Recent Case Law Related to the Mello-Roos Act

On August 1, 2014, the California Court of Appeal, Fourth Appellate District, issued its opinion in *City of San Diego v. Melvin Shapiro, et al.* (D063997). The case involved a Convention Center Facilities District (the "**CCFD**") established by the City of San Diego. The CCFD is a financing district established under the City's charter (the "Charter") and was intended to function much like a community facilities district established under the Mello-Roos Act. The CCFD was comprised of all of the real property in the entire City. However, the CCFD special tax was to be levied only on properties in the CCFD that were improved with a hotel.

At the election to authorize the CCFD special tax, the CCFD proceedings limited the electorate to owners of hotel properties and lessees of real property owned by a governmental entity on which a hotel was located. Registered voters in the City of San Diego were not permitted to vote. This definition of the qualified electors of the CCFD was based on Section 53326(c) of the Mello-Roos Act, which generally provides that, if a special tax will not be apportioned in any tax year on residential property, the legislative body may provide that the vote shall be by the landowners of the proposed community facilities district whose property would be subject to the special tax.

The *San Diego* Court held that the CCFD special tax election did not comply with the City's Charter and with applicable provisions of the California Constitution -- specifically Article XIIIA, section 4 ("Cities, Counties and special districts, by a two-thirds vote of the qualified electors of such district, may impose special taxes on such district….") and Article XIIIC, section 2(d) ("No local government may impose, extend, or increase any special tax unless and until that tax is submitted to the electorate and approved by a two-thirds vote.") -- because the electors in the CCFD election should have been the registered voters residing within the CCFD (the boundaries of which were coterminous with the boundaries of the City of San Diego).

As to the District (including Improvement Area No. 1), there were no registered voters within the District (including Improvement Area No. 1) at the time of the election to authorize the Special Taxes. Significantly, the *San Diego* Court expressly stated that it was not addressing the validity of a landowner election to impose special taxes on residential property pursuant to the Mello-Roos Act in situations where there are fewer than 12 registered voters. Therefore, by its terms, the *San Diego* Court's holding does not apply to the special tax election held for Improvement Area No. 1.

Moreover, Sections 53341 and 53359 of the Act establish a limited period of time in which special taxes levied under the Mello-Roos Act may be challenged by a third party:

> 53341. Any action or proceeding to attack, review, set aside, void, or annul the levy of a special tax or an increase in a special tax pursuant to [the Mello-Roos Act] shall be commenced within 30 days after the special tax is approved by the voters….
>
> 53359. An action to determine the validity of bonds issued pursuant to [the Mello-Roos Act] or the validity of any special taxes levied pursuant to [the Mello-Roos Act] … shall …. be commenced within 30 days after the voters approve the issuance of the bonds or the special tax …

Section 53326(b) of the Mello-Roos Act defines the authorized voters for an election in which the special taxes will be levied on residential property: "Except as otherwise provided in subdivision (c), if at least 12 persons, who need not necessarily be the same 12 persons, have been registered to vote within the territory of the proposed community facilities district for each of the 90 days preceding the close of the protest hearing, the vote shall be by the registered voters of the proposed district, with each voter having one vote. Otherwise, the vote shall be by the landowners of the proposed district and each person who is the owner of land at the close of the protest hearing, or the authorized representative thereof, shall have one vote for each acre or portion of an acre of land that he or she owns within the proposed community facilities district not exempt from the special tax…."

Landowner voters approved the Special Taxes and the issuance of bonds for Improvement Area No. 1 in compliance with all applicable requirements of the Mello-Roos Act in 2018. Therefore, pursuant to Sections 53341 and 53359 of the Mello-Roos Act, the statute of limitations period to challenge the validity of the special tax has expired. Because the *San Diego* Court expressly stated that it did not consider the facts presented by Improvement Area No. 1 and because the period for challenging the Special Taxes has passed, the City believes the Special Taxes are valid and cannot be challenged.

Recent Changes in Tax Law

H.R. 1 of the 115th U.S. Congress, known as the "Tax Cuts and Jobs Act," was enacted into law on December 22, 2017 (the "**Tax Act**"). The Tax Act makes significant changes to many aspects of the Code that could have an impact on future property development. The Tax Act reduces the amount of mortgage interest expense and state local income tax and property tax expense that individuals may deduct from their gross income for federal income tax purposes, which could increase the cost of home ownership within Improvement Area No. 1 and could adversely affect the sale of homes by merchant builders that purchase lots from the Master Developer. However, neither the City nor the Master Developer can predict the effect that the Tax Act may have on the cost of home ownership or the price of homes in Improvement Area No. 1, the rate at which homes in Improvement Area No. 1 are sold to individual homeowners, or the ability or willingness of homeowners to pay special taxes or property taxes on Taxable Property within Improvement Area No. 1. The appraised values do not take into account any of the potential impacts of the Tax Act on home values or home sales in Improvement Area No. 1.

Cyber Security

The City, like many other public and private entities, relies on computer and other digital networks and systems to conduct its operations. As a recipient and provider of personal, private or other sensitive electronic information, the City is potentially subject to multiple cyber threats, including without limitation hacking, viruses, ransomware, malware and other attacks. No assurance can be given that the City's efforts to manage cyber threats and attacks will be successful in all cases, or that any such attack will not materially impact the operations or finances of the City, or the administration of the 2021 Bonds. The City is also reliant on other entities and service providers in connection with the administration of the 2021 Bonds, including without limitation the County tax collector for the levy and collection of Special Taxes, the Fiscal Agent, and the dissemination agent. No assurance can be given that the City and these other entities will not be affected by cyber threats and attacks in a manner that may affect the Bond owners.

Potential Early Redemption of Bonds from Prepayments

Property owners within Improvement Area No. 1, including the Master Developer, SV 218, LLC and individual homeowners, are permitted to prepay their Special Tax obligation at any time. Such prepayments could also be made from the proceeds of bonds issued by or on behalf of an overlapping special assessment district or community facilities district. Such prepayments will result in a redemption of the Bonds on the interest payment date for which timely notice may be given under the Fiscal Agent Agreement following the receipt of the prepayment. The resulting redemption of Bonds that were purchased at a price greater than par could reduce the otherwise expected yield on such Bonds.

COVID-19 Pandemic

The spread of the COVID-19 coronavirus pandemic, and responses intended to slow its spread, are likely to result in negative impacts to the homebuilding operations and sales of homes within the District. In addition, no assurance can be given that the property tax payment dates will not be deferred in the future, which may cause a delay in the receipt of Special Tax Revenues by the City for the payment of the 2021 Bonds. Finally, stock and municipal bond markets in the U.S. and globally have seen significant volatility attributed to coronavirus concerns; there can be no assurances that these or other concerns that emerge later will not materially adversely impact the secondary market for the 2021 Bonds.

There can be no assurances that the spread of the virus and the related shelter in place order and social distancing requirements currently imposed by the State of California, or other State or local mandates and/or other responses intended to slow its spread will not materially adversely impact the pace of homesales or the willingness of owners of land in the District to pay the Special Taxes securing the 2021 Bonds.

As a measure to assist certain taxpayers impacted by COVID 19, on May 6, 2020 the Governor of the State issued Executive Order N-61-20 which waives penalties and interest on property tax installments for residential property occupied by the taxpayer and certain other real property which is used for a small business, subject to certain filing requirements and proof of economic hardship due to COVID-19 or any local, state or federal response to COVID-19. The order applies to taxes not delinquent prior to March 4, 2020, and waives and forgives penalties and interest through May 6, 2021.

Negative impacts on the collection of Special Taxes could occur because Special Tax payments are deferred and could be further deferred, or some taxpayers may be unable to make their property and special tax payments. Additionally the value of property on future tax rolls could

be reduced, which will not be known until the tax roll is released. At this time, there is no way to provide an estimate of the impact that the pandemic could have on future property taxes.

CONSTITUTIONAL LIMITATIONS ON TAXATION AND APPROPRIATIONS

Article XIIIA of the California Constitution, commonly known as "**Proposition 13**," provides that each county will levy the maximum *ad valorem* property tax permitted by Proposition 13 and will distribute the proceeds to local agencies in accordance with an allocation formula based in part on pre-Proposition 13 *ad valorem* property tax rates levied by local agencies.

Article XIIIA limits the maximum *ad valorem* tax on real property to 1% of "full cash value," which is defined as the County Assessor's valuation of real property as shown on the 1975-76 tax bill under full cash value, or, thereafter, the appraised value of real property when purchased, newly constructed, or a change in ownership has occurred after the 1975 assessment. The full cash value may be adjusted annually to reflect increases of no more than 2% per year or decreases in the consumer price index or comparable local data, or declining property value caused by damage, destruction or other factors.

Article XIIIA exempts from the 1% tax limitation any taxes to repay indebtedness approved by the voters prior to July 1, 1978, and requires a vote of two-thirds of the qualified electorate to impose Special Taxes or any additional *ad valorem*, sales, or transaction taxes on real property. In addition, Article XIIIA requires the approval of two-thirds of all members of the State Legislature to change any State laws resulting in increased tax revenues. On June 3, 1986, California voters approved an amendment to Article XIIIA of the California Constitution to allow local governments and school districts to raise their property tax rates above the constitutionally mandated 1% ceiling for the purpose of paying off certain new general obligation debt issued for the acquisition or improvement of real property and approved by two-thirds of the votes cast by the qualified electorate. If any such voter-approved debt is issued, it may be on a parity with the lien of the Special Tax on the parcels within Improvement Area No. 1.

State and local government agencies in the State, and the State itself are subject to annual appropriation limits, imposed by Article XIIIB of the State Constitution. Article XIIIB prohibits government agencies and the State from spending "appropriations subject to limitation" in excess of the appropriations limits imposed. "Appropriations subject to limitation" are authorizations to spend "proceeds of taxes," which consist of tax revenues, certain state subventions and certain other funds, including proceeds from regulatory licenses, user charges or other fees to the extent that such proceeds exceed the cost reasonably borne by such entity in providing the regulation, product or service. No limit is imposed on appropriations of funds which are not "proceeds of taxes" such as debt service on indebtedness existing or authorized before January 1, 1979, or subsequently authorized by the voters, appropriations required to comply with mandates of courts or the federal government, reasonable user charges or fees and certain other non-tax funds.

CONTINUING DISCLOSURE

The City has covenanted for the benefit of owners of the 2021 Bonds to provide certain financial information and operating data relating to Improvement Area No. 1 by not later than nine months after the end of the City's fiscal year (presently June 30) in each year (the "**City Annual Report**") commencing with its report for the 2020-21 fiscal year (due April 1, 2022) and to provide notices of the occurrence of certain enumerated events.

The City Annual Report and notices of listed events will be filed with the Municipal Securities Rulemaking Board. The covenants of the City have been made in order to assist the Underwriter in complying with Securities Exchange Commission Rule 15c2-12(b)(5) (the "**Rule**"). The specific nature of the information to be contained in the Annual Report or the notices of listed events by the City is summarized in "APPENDIX E – FORMS OF CONTINUING DISCLOSURE UNDERTAKINGS."

The City believes it currently is in material compliance with all of its continuing disclosure undertakings for the last five years. Notwithstanding the foregoing, in the last five years:

(1) The Annual Reports for Fiscal Year 2014-15 for certain of the City's then-outstanding obligations were not timely filed, including up to 510 days late.

(2) In the last five years, the City has not in a timely manner filed all significant event notices of changes in the ratings of certain then-outstanding obligations resulting from changes in ratings to the bond insurers who insured such obligations or the underlying rates for such obligations, including up to 365 days late. However, the City has submitted all undisclosed significant event notices of changes in ratings occuring during the last five years on all currently outstanding obligations.

The Master Developer

Although not an obligated party under the Rule, the Master Developer has voluntarily covenanted for the benefit of owners of the 2021 Bonds to provide certain information and operating data relating to the property it or its affiliates owns in Improvement Area No. 1 by not later than May 1st and November 1st of each year, beginning with the report due May 1, 2022 (the "**Developer Periodic Reports**") and to provide notices of the occurrence of certain enumerated events. The obligation of the Master Developer to provide such information is in effect until such time as (A) 90% of the backbone infrastructure improvements for Improvement Area No. 1 only shown in the first line in Table 5 of the Official Statement have been completed and (B) the Master Developer and its affiliates own property in Improvement Area No. 1 collectively responsible for 20% or more of the Special Taxes. The Master Developer's undertaking includes a provision that if a portion of the Master Developer's property in Improvement Area No. 1 that is collectively responsible for 20% or more of the Special Taxes is sold, the reporting obligation may be assumed by the new owner and the Master Developer's obligations with respect to such property will be terminated, or if not so assumed, the Master Developer is to report such required information on behalf of such property until terminated.

The Master Developer has never previously entered into a continuing disclosure undertaking.

UNDERWRITING

The 2021 Bonds were purchased through negotiation by Stifel, Nicolaus & Company, Incorporated, as underwriter (the "**Underwriter**"). The Underwriter agreed to purchase the 2021 Bonds at a price of $_____ (which is equal to the par amount of the 2021 Bonds, plus/less an original issue premium/discount of $_____ and less the Underwriter's discount of $_____). The initial public offering prices set forth on the cover page hereof may be changed by the Underwriter. The Underwriter may offer and sell the 2021 Bonds to certain dealers and others at a price lower than the public offering prices set forth on the cover page hereof.

MUNICIPAL ADVISOR

The City has retained Hilltop Securities Inc., Encino, California, as registered municipal advisor (the "**Municipal Advisor**") in connection with the issuance of the 2021 Bonds. The Municipal Advisor is not obligated to undertake, and has not undertaken to make, an independent verification or assume responsibility for the accuracy, completeness, or fairness of the information contained in this Official Statement. The fees of the Municipal Advisor are contingent upon the sale and delivery of the 2021 Bonds.

LEGAL OPINION

The validity of the 2021 Bonds and certain other legal matters are subject to the approving opinion of Jones Hall, a Professional Law Corporation, Bond Counsel. A complete copy of the proposed form of Bond Counsel opinion is contained in APPENDIX D to this Official Statement, and the final opinion will be made available to registered owners of the 2021 Bonds at the time of delivery. The fees of Bond Counsel are contingent upon the sale and delivery of the 2021 Bonds.

TAX MATTERS

Federal Tax Status. In the opinion of Jones Hall, A Professional Law Corporation, San Francisco, California, Bond Counsel, subject, however to the qualifications set forth below, under existing law, the interest on the 2021 Bonds is excluded from gross income for federal income tax purposes and such interest is not an item of tax preference for purposes of the federal alternative minimum tax.

The opinions set forth in the preceding paragraph are subject to the condition that the City comply with all requirements of the Internal Revenue Code of 1986, as amended (the "**Tax Code**") relating to the exclusion from gross income for federal income tax purposes of interest on obligations such as the 2021 Bonds. The District has made certain representations and covenants in order to comply with each such requirement. Inaccuracy of those representations, or failure to comply with certain of those covenants, may cause the inclusion of such interest in gross income for federal income tax purposes, which may be retroactive to the date of issuance of the 2021 Bonds.

Tax Treatment of Original Issue Discount and Premium. If the initial offering price to the public at which a 2021 Bond is sold is less than the amount payable at maturity thereof, then such difference constitutes "original issue discount" for purposes of federal income taxes and State of California personal income taxes. If the initial offering price to the public at which a 2021 Bond is sold is greater than the amount payable at maturity thereof, then such difference constitutes "original

issue premium" for purposes of federal income taxes and State of California personal income taxes. *De minimis* original issue discount and original issue premium are disregarded.

Under the Tax Code, original issue discount is treated as interest excluded from federal gross income and exempt from State of California personal income taxes to the extent properly allocable to each owner thereof subject to the limitations described in the first paragraph of this section. The original issue discount accrues over the term to maturity of the 2021 Bond on the basis of a constant interest rate compounded on each interest or principal payment date (with straight-line interpolations between compounding dates). The amount of original issue discount accruing during each period is added to the adjusted basis of such 2021 Bonds to determine taxable gain upon disposition (including sale, redemption, or payment on maturity) of such 2021 Bond. The Tax Code contains certain provisions relating to the accrual of original issue discount in the case of purchasers of the 2021 Bonds who purchase the 2021 Bonds after the initial offering of a substantial amount of such maturity. Owners of such 2021 Bonds should consult their own tax advisors with respect to the tax consequences of ownership of 2021 Bonds with original issue discount, including the treatment of purchasers who do not purchase in the original offering, the allowance of a deduction for any loss on a sale or other disposition, and the treatment of accrued original issue discount on such 2021 Bonds under federal individual alternative minimum taxes.

Under the Tax Code, original issue premium is amortized on an annual basis over the term of the 2021 Bond (said term being the shorter of the 2021 Bond's maturity date or its call date). The amount of original issue premium amortized each year reduces the adjusted basis of the owner of the 2021 Bond for purposes of determining taxable gain or loss upon disposition. The amount of original issue premium on a 2021 Bond is amortized each year over the term to maturity of the 2021 Bond on the basis of a constant interest rate compounded on each interest or principal payment date (with straight-line interpolations between compounding dates). Amortized 2021 Bond premium is not deductible for federal income tax purposes. Owners of premium 2021 Bonds, including purchasers who do not purchase in the original offering, should consult their own tax advisors with respect to State of California personal income tax and federal income tax consequences of owning such 2021 Bonds.

California Tax Status. In the further opinion of Bond Counsel, interest on the 2021 Bonds is exempt from California personal income taxes.

Other Tax Considerations. Current and future legislative proposals, if enacted into law, clarification of the Tax Code or court decisions may cause interest on the 2021 Bonds to be subject, directly or indirectly, to federal income taxation or to be subject to or exempted from state income taxation, or otherwise prevent beneficial owners from realizing the full current benefit of the tax status of such interest. The introduction or enactment of any such legislative proposals, clarification of the Tax Code or court decisions may also affect the market price for, or marketability of, the 2021 Bonds. It cannot be predicted whether or in what form any such proposal might be enacted or whether, if enacted, such legislation would apply to bonds issued prior to enactment.

The opinions expressed by Bond Counsel are based upon existing legislation and regulations as interpreted by relevant judicial and regulatory authorities as of the date of such opinion, and Bond Counsel has expressed no opinion with respect to any proposed legislation or as to the tax treatment of interest on the 2021 Bonds, or as to the consequences of owning or receiving interest on the 2021 Bonds, as of any future date. Prospective purchasers of the 2021 Bonds should consult their own tax advisors regarding any pending or proposed federal or state tax legislation, regulations or litigation, as to which Bond Counsel expresses no opinion.

Owners of the 2021 Bonds should also be aware that the ownership or disposition of, or the accrual or receipt of interest on, the 2021 Bonds may have federal or state tax consequences other than as described above. Other than as expressly described above, Bond Counsel expresses no opinion regarding other federal or state tax consequences arising with respect to the 2021 Bonds, the ownership, sale or disposition of the 2021 Bonds, or the amount, accrual or receipt of interest on the 2021 Bonds.

NO RATINGS

The City has not applied to a rating agency for the assignment of a rating to the 2021 Bonds and does not contemplate applying for a rating.

NO LITIGATION

At the time of delivery of and payment for the 2021 Bonds, the City Attorney will deliver his opinion that to the best of its knowledge there is no action, suit, proceeding, inquiry or investigation at law or in equity before or by any court or regulatory agency pending against the City affecting its existence or the titles of its officers to office or seeking to restrain or to enjoin the issuance, sale or delivery of the 2021 Bonds, the application of the proceeds thereof in accordance with the Fiscal Agent Agreement, or the collection or application of the Special Tax to pay the principal of and interest on the 2021 Bonds, or in any way contesting or affecting the validity or enforceability of the 2021 Bonds, the Fiscal Agent Agreement or any action of the City contemplated by any of said documents, or in any way contesting the completeness or accuracy of this Official Statement or any amendment or supplement thereto, or contesting the powers of the City or its authority with respect to the 2021 Bonds or any action of the City contemplated by any of said documents.

EXECUTION

The execution and delivery of this Official Statement by the City has been duly authorized by the City Council of the City, as the legislative body of the District.

CITY OF ROSEVILLE

By: _____

Assistant City Manager/
Chief Financial Officer

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APPENDIX A

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

APPENDIX B

THE APPRAISAL

APPENDIX C

THE CITY OF ROSEVILLE AND PLACER COUNTY

The District is located in the City of Roseville (the "City"), which is located in southwestern Placer County (the "County"), California (the "State"). Certain financial and economic data for the City, County and State are presented in this appendix for information purposes only. The 2021 Bonds are not a debt or obligation of the City, County or State, but are a limited obligation of the City, secured solely by the Special Tax Revenues and other amounts pledged under the Fiscal Agent Agreement, all as described in more detail in this Official Statement.

General

The City is located in the County, which is located in the Sacramento Valley near the foothills of the Sierra Nevada mountain range, about 16 miles northeast of Sacramento and 110 miles east of San Francisco. The City presently occupies 43 square miles in the southwestern part of the County and is the largest city in the County as well as the residential and business center of the County. It is bordered by Sacramento County to the south, the City of Rocklin to the north and un-incorporated Placer County to the east and west. The estimated population of the City as of January 1, 2021 was approximately 146,875.

The City has warm summers typical of central California, with an average July temperature of 77 degrees. Winter temperatures are moderate; the average January temperature is 46 degrees. The temperature drops below freezing an average of eight days per year. Rainfall averages 20 inches annually and falls mostly during the winter.

The City is predominately comprised of residential housing, small and large businesses, as well as numerous retail centers, the latter of which play a vital role in the economy of the City and contribute significantly to City and County sales tax receipts. The City has the thirteenth highest retail sales of all cities in the State, and the City is considered a regional shopping destination. The Westfield Galleria at Roseville is the main shopping center in the City and the second largest shopping mall in Northern California. Across from the Westfield Galleria lies the "Fountains at Roseville," a 330,000 square foot retail center, containing additional stores and several recreation centers. Plans call for future construction of hotel, additional retail, and office buildings in connection with the Fountains at Roseville project. In addition to the Westfield Galleria and Fountains at Roseville, the City has many shopping plazas surrounding the Westfield Galleria and the Douglas Boulevard financial corridor. The City is also home to one of the largest auto malls in the United States and a popular water park, Roseville Golfland-SunSplash.

Municipal Government

The City was incorporated on April 10, 1909 and is a charter city. The City operates under the council-manager form of government, with a five-member City Council elected at large for staggered four-year terms. At each election, the council member receiving the most votes is appointed mayor pro-tempore for two years and becomes mayor for the final two years.

City services include, among others, police and fire protection, library services, street maintenance, and parks and recreation. The City also owns two golf courses and provides its own electricity, water, sewer and refuse services to its citizens.

Population

The following table sets forth population estimates for the City, County and State for the past five years.

POPULATION ESTIMATES
City, County and State
Calendar Years 2017 through 2021, as of January 1

Year	City of Roseville	Placer County	State of California
2017	135,300	383,258	39,352,398
2018	137,824	388,872	39,519,535
2019	141,097	395,345	39,605,361
2020	143,493	399,015	39,648,938
2021	146,875	404,994	39,466,855

Source: California State Department of Finance.

Effective Buying Income

Effective buying income ("**EBI**") is designated as personal income less personal tax and non-tax payments. Personal income is the aggregate of wages and salaries, other labor income (such as employer contributions to private pension funds), proprietor's income, rental income (which includes imputed rental income of owner-occupants of non-farm dwellings), dividends paid by corporations, personal interest income from all sources, and transfer payments (such as pensions and welfare assistance). Deducted from this total are personal taxes (federal, state and local), non-tax payments (such as fines, fees, penalties), and personal contributions for social insurance. Effective buying income is a bulk measure of market potential. It indicates the general ability to buy and is essential in comparing, selecting and grouping markets on that basis. The following table demonstrates the growth in annual estimated EBI for the City, the County, the State and the United States.

EFFECTIVE BUYING INCOME (EBI)
City, County, State and United States
As of January 1, 2017 through 2021

Year	Area	Total Effective Buying Income (000's Omitted)	Median Household Effective Buying Income
2017	City of Roseville	$4,126,395	$66,668
	Placer County	12,122,101	65,269
	California	1,036,142,723	55,681
	United States	8,132,748,136	48,043
2018	City of Roseville	$4,470,218	$70,438
	Placer County	12,967,927	69,226
	California	1,113,648,181	59,646
	United States	8,640,770,229	50,735
2019	City of Roseville	$4,981,208	$75,784
	Placer County	14,736,480	74,797
	California	1,183,264,399	62,637
	United States	9,017,967,563	52,841
2020	City of Roseville	$4,834,974	$72,395
	Placer County	14,333,583	72,431
	California	1,243,564,816	65,870
	United States	9,487,165,436	55,303
2021	City of Roseville	$4,126,395	$66,668
	Placer County	12,122,101	65,269
	California	1,036,142,723	55,681
	United States	8,132,748,136	48,043

Source: The Nielsen Company (US), Inc for years 2017 through 2018; Claritas, LLC for 2019-2021.

Employment and Industry

The unemployment rate in the Sacramento--Roseville--Arden-Arcade MSA was 6.7 percent in July 2021, down from a revised 6.9 percent in June 2021, and above the year-ago estimate of 11.2 percent. This compares with an unadjusted unemployment rate of 7.9 percent for California and 5.7 percent for the nation during the same period. The unemployment rate was 5.9 percent in El Dorado County, 5.3 percent in Placer County, 7.3 percent in Sacramento County, and 5.9 percent in Yolo County.

The following table summarizes the civilian labor force, employment and unemployment, as well as employment by industry, in the Sacramento--Arden-Arcade--Roseville MSA for the years 2016 through 2020. Annual figures are not yet available for 2021.

CIVILIAN LABOR FORCE, EMPLOYMENT AND UNEMPLOYMENT
Sacramento Arden Arcade Roseville Metropolitan Statistical Area
(El Dorado, Placer, Sacramento, and Yolo Counties)
Civilian Labor Force, Employment and Unemployment
Annual Averages

	2016	2017	2018	2019	2020
Civilian Labor Force [1]	1,068,500	1,074,700	1,088,400	1,098,800	1,087,900
Employment	1,012,000	1,025,500	1,047,000	1,058,400	993,300
Unemployment	56,500	49,200	41,300	40,400	94,500
Unemployment Rate	5.3%	4.6%	3.8%	3.7%	8.7%
Wage and Salary Employment [2]					
Agriculture	9,700	9,800	9,100	8,700	8,300
Mining and Logging	400	400	500	500	600
Construction	55,000	58,700	64,500	69,400	70,100
Manufacturing	36,200	35,700	36,000	36,800	35,900
Wholesale Trade	25,500	26,500	28,400	28,600	26,700
Retail Trade	100,500	101,400	102,000	100,500	95,100
Transportation, Warehousing and Utilities	26,600	27,400	29,500	32,200	34,600
Information	13,800	12,600	12,400	11,900	10,100
Finance and Insurance	37,500	37,400	36,700	35,200	35,100
Real Estate and Rental and Leasing	14,500	15,200	16,800	17,300	16,800
Professional and Business Services	128,500	132,400	136,000	137,400	132,500
Educational and Health Services	146,500	153,600	159,800	166,600	163,000
Leisure and Hospitality	99,800	103,300	106,200	109,600	83,700
Other Services	31,700	33,000	34,200	35,400	30,600
Federal Government	14,000	14,200	14,100	14,200	14,800
State Government	116,600	118,400	120,400	121,900	121,400
Local Government	104,000	102,600	103,500	105,300	99,400
Total, All Industries [3]	960,700	982,500	1,009,900	1,031,400	978,400

(1) Labor force data is by place of residence; includes self-employed individuals, unpaid family workers, household domestic workers, and workers on strike.
(2) Industry employment is by place of work; excludes self-employed individuals, unpaid family workers, household domestic workers, and workers on strike.
(3) Totals may not add due to rounding.
Source: State of California Employment Development Department.

Major Employers

The following table lists the major employers within the County, in alphabetical order.

MAJOR EMPLOYERS
Placer County
(In Alphabetical Order)
August 2021

Employer	Location	Industry
Alpine Meadows Ski Resort	Alpine Meadows	Resorts
Backyard Bar & BBQ	Truckee	Restaurants
Composite Engineering Inc	Roseville	Engineers-Professional
Costco Wholesale	Roseville	Wholesale Clubs
Golfland Sunsplash Roseville	Roseville	Water Parks
Hewlett-Packard	Roseville	Computers-Electronic-Manufacturers
Kaiser Permanente Roseville MD	Roseville	Hospitals
Northstar California	Truckee	Resorts
Oracle	Rocklin	Computer Software-Manufacturers
Placer County Food Stamps	Auburn	County Government-Social/Human Resources
Placer County Sheriff	Auburn	Government Offices-County
Placer County Sheriff Dept	Tahoe City	Government Offices-County
PRIDE Industries	Roseville	Employment Agencies & Opportunities
Q I P-Roseville	Roseville	Real Estate Management
Resort At Squaw Creek A	Alpine Meadows	Hotels & Motels
Ritz-Carlton Club Lake Tahoe	Truckee	Hotels & Motels
Roseville Toyota & Scion	Roseville	Automobile Dealers-Used Cars
Sheriff's Training	Auburn	Government Offices-County
Sierra Joint Cmnty Clg Dist	Rocklin	School Districts
Stagg Howard A Pro Corp	Roseville	Attorneys
Sutter Auburn Faith Hospital	Auburn	Hospitals
Sutter Roseville Med Ctr Fndtn	Roseville	Hospitals
TASQ Technology	Roseville	Importers (whls)
Thunder Valley Casino	Lincoln	Casinos
Union Pacific Railroad Co	Roseville	Railroads

Source: State of California Employment Development Department, extracted from the America's Labor Market Information System (ALMIS) Employer Database, 2021 1st Edition.

Principal Employers

The following table shows the principal employers in the City, as shown in the City's Comprehensive Annual Financial Report for fiscal year ending June 30, 2020.

PRINCIPAL EMPLOYERS
City of Roseville
As of June 30, 2020

Employer	Number of Employees
The Permanente Medical Group & Foundation Group	5,200
Sutter Roseville Medical Group	2,202
City of Roseville	1,896
Adventist Health	1,320
Union Pacific Railroad Company	1,150
Roseville City School District	1,133
PRIDE Industries	1,062
Roseville Joint Union High School	1,005
Top Golf	450
Consolidated Communications	320
Total – Top Ten	15,738
Total City-Wide Employment	91,253

Source: City of Roseville Comprehensive Annual Financial Report for Fiscal Year 2019-20.

Construction Permits

The following table shows valuations of residential and non-residential building permits issued for calendar years 2016 through 2020. Annual figures are not yet available for 2019.

BUILDING PERMIT VALUATION
City of Roseville
(Valuation in Thousands of Dollars)

	2016	2017	2018	2019	2020
Permit Valuation					
New Single-family	$242,272.7	$322,386.5	$220,813.8	$265,615.3	$322,748.5
New Multi-family	5,900.3	51,882.2	0.0	6,855.8	46,469.0
Res. Alterations/Additions	7,518.4	7,283.3	8,598.7	16,133.8	5,126.3
Total Residential	$255,691.4	$381,552.0	$229,412.5	288,604.9	$374,343.8
New Commercial	$27,783.7	$81,544.8	$21,072.5	$24,136.7	$23,230.8
New Industrial	0.0	0.0	0.0	0.0	0.0
New Other	18,126.2	8,356.1	11,541.4	9,358.1	12,610.6
Com. Alterations/Additions	32,621.0	51,836.3	38,098.5	46,155.6	24,553.9
Total Nonresidential	$78,530.9	$141,737.2	$70,712.4	$79,650.40	$60,395.3
New Dwelling Units					
Single-Family	862	1,201	806	1,001	1,226
Multiple Family	58	486	0	65	372
Total New Dwelling Units	920	1,687	806	1,066	1,598

Source: Construction Industry Research Board, Building Permit Summary.

The County's 2021-22 assessment roll totaled $89,326,713,518 as compared to the prior year's assessment roll of $84,363,765,321, which reflected a 5.88% increase this year. These numbers over the last two years contrast with the real estate decline years of 2008 and after, where the County assessment roll experienced declines.

The following table shows residential and non-residential building permits issued within the County for calendar years 2016 through 2020. Annual figures are not yet available for 2021.

BUILDING PERMIT VALUATION
County of Placer
(Valuation in Thousands of Dollars)

	2016	2017	2018	2019	2020
Permit Valuation					
New Single-family	$776,410.8	$771,800.5	$696,737.4	$693,647.7	$827,822.1
New Multi-family	42,395.7	92,565.5	23,384.7	7,896.7	72,442.8
Res. Alterations/Additions	79,543.6	89,429.2	99,341.6	86,964.2	52,440.8
Total Residential	$898,350.1	$953,795.2	$819,463.7	$788,508.6	$952,705.7
New Commercial	$84,953.2	$138,544.8	$90,424.4	$73,609.7	$58,855.0
New Industrial	535.1	0.0	7,956.4	268.7	25.0
New Other	90,958.7	57,356.4	68,208.3	110,951.1	76,576.0
Com. Alterations/Additions	64,524.2	94,058.6	84,271.0	78,159.7	49,149.7
Total Nonresidential	$240,971.2	$289,959.8	$250,860.1	$262,989.2	$184,605.7
New Dwelling Units					
Single-Family	2,102	2,500	1,963	2,080	2,552
Multiple Family	322	782	19	71	540
Total New Dwelling Units	2,342	3,282	1,982	2,151	3,092

Source: Construction Industry Research Board, Building Permit Summary.

Commercial Activity

A summary of historic taxable sales within the City and the County during the past five years in which data is available is shown in the following tables.

The total taxable sales during the first quarter of calendar year 2021 in the City were reported to be $1,193,739,989, a 14.64% increase over the total taxable sales of $1,041,251,080 reported during the first quarter of calendar year 2020.

TAXABLE TRANSACTIONS
City of Roseville
Calendar Years 2016 through 2020
(Dollars in Thousands)

	Retail Stores		Total All Outlets	
	Number of Permits	Taxable Transactions	Number of Permits	Taxable Transactions
2016	3,761	$3,749,782	5,293	$4,425,939
2017	3,715	3,915,184	5,257	4,642,069
2018	3,705	4,048,870	5,393	4,767,160
2019	3,748	4,021,058	5,578	4,889,702
2020	3,912	3,692,180	5,968	4,425,817

Source: State Department of Tax and Fee Administration.

The total taxable sales during the first quarter of calendar year 2021 in the County were reported to be $2,701,950,330, 16.79% increase over the total taxable sales of $2,313,456,215 reported during the first quarter of calendar year 2020.

TAXABLE TRANSACTIONS
Placer County
Calendar Years 2016 through 2020
(Dollars in Thousands)

	Retail Stores		Total All Outlets	
	Number of Permits	Taxable Transactions	Number of Permits	Taxable Transactions
2016	8,671	$6,814,515	13,227	$8,920,892
2017	8,713	7,194,952	13,365	9,428,862
2018	8,717	7,724,326	13,794	9,909,906
2019	8,771	7,943,537	14,193	10,341,805
2020	9,165	7,931,068	15,141	10,319,123

Source: State Department of Tax and Fee Administration.

Transportation

The transportation network in and around the City is an integral part of its development. Centrally located in the State, the area is the hub of several major highways. Interstate 80 runs through the City, connecting San Francisco to New York. Highway 65 runs north through the City,

from I-80 to Lincoln and Marysville. Interstate 5, which is west of the City, runs north to Seattle and south to Los Angeles.

Union Pacific Railroad bought Southern Pacific in 1996 and the J.R. Davis Yard, located in Roseville, is the largest rail facility on the West Coast. Union Pacific owns and operates track in 23 states, primarily west of the Mississippi River. Amtrak provides passenger service daily to San Francisco and San Jose, and the California Zephyr connects the County to the Midwest and Chicago.

Greyhound operates a station in the City, providing interstate destination services. Greyhound also operates throughout the County, with bus depots or regularly scheduled stops in most of the communities along major highways and roads.

Sacramento International Airport serves the Roseville area. Served by ten major carriers and several commuter airlines, as well as air-freight carriers, the airport handles passenger flights to over 140 cities with more than 130 scheduled departures per day and 4.3 million passengers annually. Nearby Auburn Municipal Airport serves charter and private aircraft for coastal, state and transcontinental flights. Executive air service is available as well. Auburn Municipal has an elevation of 1,520 feet and an east/west runway 3,100 feet in length.

Several trucking companies serve the City, ranging from interstate lines to local haulers, and transporting a wide variety of goods. United Parcel Service, with a distribution center in Rocklin, offers freight transportation services as well.

APPENDIX D

FORM OF OPINION OF BOND COUNSEL

[Closing Date]

City Council
City of Roseville
311 Vernon Street
Roseville, California 95678

OPINION: $_____ City of Roseville Baseline at Sierra Vista Community Facilities District No. 1 (Public Facilities) Improvement Area No. 1 Special Tax Bonds Series 2021

Members of the City Council:

We have acted as bond counsel to the City of Roseville (the "City") in connection with the issuance by the City of the $_____ City of Roseville Baseline at Sierra Vista Community Facilities District No. 1 (Public Facilities) Improvement Area No. 1 Special Tax Bonds Series 2021 (the "Bonds"), pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, constituting Section 53311, et seq. of the California Government Code (the "Act") and a Fiscal Agent Agreement dated as of October 1, 2021 (the "Fiscal Agent Agreement"), by and between the City, on behalf of the City of Roseville Baseline at Sierra Vista Community Facilities District No. 1 (Public Facilities), and The Bank of New York Mellon Trust Company, N.A., as fiscal agent. We have examined the law and such certified proceedings and other papers as we deem necessary to render this opinion.

As to questions of fact material to our opinion, we have relied upon representations of the City contained in the Fiscal Agent Agreement, and in the certified proceedings and other certifications of public officials furnished to us, without undertaking to verify the same by independent investigation.

Based upon the foregoing, we are of the opinion, under existing law, as follows:

1. The City is duly created and validly existing as a public body, corporate and politic, with the power to adopt the resolution authorizing the issuance of the Bonds, enter into the Fiscal Agent Agreement and perform the agreements on its part contained therein, and to issue the Bonds.

2. The Bonds have been duly authorized, executed and delivered by the City and are valid and binding limited obligations of the City, payable solely from the sources provided therefor in the Fiscal Agent Agreement.

3. The Fiscal Agent Agreement has been duly entered into by the City and constitutes a valid and binding obligation of the City enforceable upon the City.

4. Pursuant to the Act, the Fiscal Agent Agreement creates a valid lien on the funds pledged by the Fiscal Agent Agreement.

5. The interest on the Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax. The opinions set forth in the preceding sentence are subject to the condition that the City comply with all requirements of the Internal Revenue Code of 1986, as amended, relating to the exclusion from gross income for federal income tax purposes of interest on obligations such as the Bonds. The City has made certain representations and covenants in order to comply with each such requirement. Inaccuracy of those representations, or failure to comply with certain of those covenants, may cause the inclusion of such interest in gross income for federal income tax purposes, which may be retroactive to the date of issuance of the Bonds.

6. The interest on the Bonds is exempt from personal income taxation imposed by the State of California.

We express no opinion regarding any other tax consequences arising with respect to the ownership, sale or disposition of, or the amount, accrual or receipt of interest on, the Bonds.

The rights of the owners of the Bonds and the enforceability of the Bonds are limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally, and by equitable principles, whether considered at law or in equity.

This opinion is given as of the date hereof, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention, or any changes in law that may hereafter occur. Our engagement with respect to this matter has terminated as of the date hereof.

Respectfully submitted,

A Professional Law Corporation

APPENDIX E

FORMS OF CONTINUING DISCLOSURE UNDERTAKINGS

CONTINUING DISCLOSURE CERTIFICATE
(City)

This CONTINUING DISCLOSURE CERTIFICATE (this "Disclosure Certificate") dated as of October __, 2021, is executed and delivered by the CITY OF ROSEVILLE (the "City") in connection with the execution and delivery of its City of Roseville Baseline at Sierra Vista Community Facilities District No. 1 (Public Facilities) Improvement Area No. 1 Special Tax Bonds Series 2021 (the "Bonds"). The Bonds are being executed and delivered pursuant to a Fiscal Agent Agreement dated as of October 1, 2021 (the "Fiscal Agent Agreement"), by and between the City and The Bank of New York Mellon Trust Company, N.A., as fiscal agent (the "Fiscal Agent").

The District covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the City for the benefit of the holders and beneficial owners of the Bonds and in order to assist the Participating Underwriter in complying with the Rule.

Section 2. Definitions. In addition to the definitions set forth above and in the Fiscal Agent Agreement, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section 2, the following capitalized terms shall have the following meanings:

"Annual Report" means any Annual Report provided by the City pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"Annual Report Date" means the date that is nine months after the end of the City's fiscal year (currently April 1 based on the City's fiscal year end of June 30).

"Dissemination Agent" means Willdan Financial Services, or any successor Dissemination Agent designated in writing by the City and which has filed with the City a written acceptance of such designation.

"Listed Events" means any of the events listed in Section 5(a) of this Disclosure Certificate.

"MSRB" means the Municipal Securities Rulemaking Board, which has been designated by the Securities and Exchange Commission as the sole repository of disclosure information for purposes of the Rule, or any other repository of disclosure information that may be designated by the Securities and Exchange Commission as such for purposes of the Rule in the future.

"Official Statement" means the final official statement executed by the City in connection with the issuance of the Bonds.

"Participating Underwriter" shall mean any of the original underwriters of the Bonds.

"Rule" means Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as it may be amended from time to time.

Section 3. Provision of Annual Reports.

(a) The City shall, or shall cause the Dissemination Agent to, not later than the Annual Report Date, commencing April 1, 2022, with the report for the 2020-21 fiscal year, provide to the MSRB, in an electronic format as prescribed by the MSRB, an Annual Report that is consistent with the requirements of Section 4 of this Disclosure Certificate. Not later than 15 Business Days prior to the Annual Report Date, the City shall provide the Annual Report to the Dissemination Agent (if other than the City). If by 15 Business Days prior to the Annual Report Date the Dissemination Agent (if other than the City) has not received a copy of the Annual Report, the Dissemination Agent shall contact the City to determine if the City is in compliance with the previous sentence. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may include by reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the City may be submitted separately from the balance of the Annual Report, and later than the Annual Report Date, if not available by that date. If the City's fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(b). The City shall provide a written certification with each Annual Report furnished to the Dissemination Agent to the effect that such Annual Report constitutes the Annual Report required to be furnished by the City hereunder.

(b) If the City does not provide (or cause the Dissemination Agent to provide) an Annual Report by the Annual Report Date, the City shall provide (or cause the Dissemination Agent to provide) in a timely manner to the MSRB, in an electronic format as prescribed by the MSRB, a notice in substantially the form attached as Exhibit A to this Disclosure Certificate.

(c) With respect to each Annual Report, the Dissemination Agent shall:

(i) determine prior to each Annual Report Date the then-applicable rules and electronic format prescribed by the MSRB for the filing of annual continuing disclosure reports; and

(ii) if the Dissemination Agent is other than the City, file a report with the City certifying that the Annual Report has been provided pursuant to this Disclosure Certificate, and stating the date it was provided.

Section 4. Content of Annual Reports. The City's Annual Report shall contain or incorporate by reference the following:

(a) The City's audited financial statements prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board. If the City's audited financial statements are not available by the Annual Report Date, the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.

(b) The following information, unless otherwise specified, as of September 30 of the preceding year:

(i) Principal amount of all outstanding bonds of Improvement Area No. 1.

(ii) Balance in the Improvement Fund.

(iii) Balance in 2021 Reserve Account of the Reserve Fund, and statement of the Reserve Requirement for the Bonds. Statement of projected draws on the 2021 Reserve Account of the Reserve Fund, if any.

(iv) Balance in other funds and accounts held by the City or fiscal agent related to the Bonds.

(v) Additional debt authorized by the City and payable from or secured by assessments or special taxes with respect to property within Improvement Area No. 1.

(vi) The Special Tax levy, the delinquency rate, total amount of delinquencies, number of parcels delinquent in payment for the five most recent fiscal years.

(vii) Notwithstanding the September 30 reporting date, the following information shall be reported as of the last day of the month immediately preceding the date of the Annual Report rather than as of September 30. Identity of each delinquent taxpayer responsible for 5 percent or more of total Special Tax levied, and the following information: assessor parcel number, assessed value of applicable properties, amount of Special Tax levied, amount delinquent by parcel number and status of foreclosure proceedings. If any foreclosure has been completed, summary of results of foreclosure sales or transfers.

(viii) Most recently available total assessed value of all parcels subject to the Special Tax.

(ix) List of landowners and assessor's parcel number of parcels subject to 20% or more of the Special Tax levy including the following information: development status and land use classification, to the extent shown in City records as of April 30 of the preceding fiscal year and assessed value (land and improvements).

(c) In addition to any of the information expressly required to be provided under this Disclosure Certificate, the City shall provide such further material information, if any, as may be necessary to make the specifically required statements, in the light of the circumstances under which they are made, not misleading.

(d) Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the City or related public entities, which are available to the public on the MSRB's Internet web site or filed with the Securities and Exchange Commission. The City shall clearly identify each such other document so included by reference.

Section 5. Reporting of Significant Events.

(a) The City shall give, or cause to be given, notice of the occurrence of any of the following Listed Events with respect to the Bonds:

(1) Principal and interest payment delinquencies.

(2) Non-payment related defaults, if material.

(3) Unscheduled draws on debt service reserves reflecting financial difficulties.

(4) Unscheduled draws on credit enhancements reflecting financial difficulties.

(5) Substitution of credit or liquidity providers, or their failure to perform.

(6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security.

(7) Modifications to rights of security holders, if material.

(8) Bond calls, if material, and tender offers.

(9) Defeasances.

(10) Release, substitution, or sale of property securing repayment of the securities, if material.

(11) Rating changes.

(12) Bankruptcy, insolvency, receivership or similar event of the City or other obligated person.

(13) The consummation of a merger, consolidation, or acquisition involving the City or an obligated person, or the sale of all or substantially all of the assets of the City or an obligated person (other than in the ordinary course of business), the entry into a definitive agreement to undertake such an action, or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.

(14) Appointment of a successor or additional fiscal agent or the change of name of the fiscal agent, if material.

(15) Incurrence of a financial obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the City, any of which affect security holders, if material (for the definition of “financial obligation,” see clause (e)).

(16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the City, any of which reflect financial difficulties (for the definition of "financial obligation," see clause (e)).

(b) Whenever the City obtains knowledge of the occurrence of a Listed Event, the City shall, or shall cause the Dissemination Agent (if not the City) to, file a notice of such occurrence with the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of 10 business days after the occurrence of the Listed Event. Notwithstanding the foregoing, notice of Listed Events described in subsections (a)(8) and (9) above need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to holders of affected Bonds under the Fiscal Agent Agreement.

(c) The City acknowledges that the events described in subparagraphs (a)(2), (a)(7), (a)(8) (if the event is a bond call), (a)(10), (a)(13), (a)(14) and (a)(15) of this Section 5 contain the qualifier "if material" and that subparagraph (a)(6) also contains the qualifier "material" with respect to certain notices, determinations or other events affecting the tax status of the Bonds. The City shall cause a notice to be filed as set forth in paragraph (b) above with respect to any such event only to the extent that it determines the event's occurrence is material for purposes of U.S. federal securities law. Whenever the City obtains knowledge of the occurrence of any of these Listed Events, the City will as soon as possible determine if such event would be material under applicable federal securities law. If such event is determined to be material, the City will cause a notice to be filed as set forth in paragraph (b) above. The Dissemination Agent shall not be responsible for determining whether an event is material.

(d) For purposes of this Disclosure Certificate, any event described in paragraph (a)(12) above is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

(e) For purposes of Section 5(a)(15) and (16), "financial obligation" means a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term financial obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

Section 6. Identifying Information for Filings with the MSRB. All documents provided to the MSRB pursuant to this Disclosure Certificate shall be accompanied by identifying information as prescribed by the MSRB.

Section 7. Termination of Reporting Obligation. The City's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds, the City shall give notice of such termination in the same manner as for a Listed Event under Section 5(b).

Section 8. Dissemination Agent. The City may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any Dissemination Agent, with or without appointing a successor Dissemination Agent. Any Dissemination Agent may resign by providing 30 days' written notice to the City.

Section 9. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the City may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

(a) if the amendment or waiver relates to the provisions of Sections 3(a), 4 or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of an obligated person with respect to the Bonds, or type of business conducted;

(b) the undertakings herein, as proposed to be amended or waived, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the primary offering of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) the proposed amendment or waiver either (i) is approved by holders of the Bonds in the manner provided in the Fiscal Agent Agreement for amendments to the Fiscal Agent Agreement with the consent of holders, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the holders or beneficial owners of the Bonds.

If the annual financial information or operating data to be provided in the Annual Report is amended pursuant to the provisions hereof, the first Annual Report filed pursuant hereto containing the amended operating data or financial information shall explain, in narrative form, the reasons for the amendment and the impact of the change in the type of operating data or financial information being provided.

If an amendment is made to this Disclosure Certificate modifying the accounting principles to be followed in preparing financial statements, the Annual Report for the year in which the change is made shall present a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. The comparison shall include a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information, in order to provide information to investors to enable them to evaluate the ability of the City to meet its obligations. To the extent reasonably feasible, the comparison shall be quantitative.

A notice of any amendment made pursuant to this Section 9 shall be filed in the same manner as for a Listed Event under Section 5(b).

Section 10. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the City chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically

required by this Disclosure Certificate, the City shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 11. Default. If the City fails to comply with any provision of this Disclosure Certificate, the Participating Underwriter or any holder or beneficial owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an Event of Default under the Fiscal Agent Agreement, and the sole remedy under this Disclosure Certificate in the event of any failure of the City to comply with this Disclosure Certificate shall be an action to compel performance.

Section 12. Duties, Immunities and Liabilities of Dissemination Agent.

(a) The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the City agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which they may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The Dissemination Agent shall have no duty or obligation to review any information provided to it by the City hereunder and shall not be deemed to be acting in any fiduciary capacity for the City, the Bond holders, or any other party. The obligations of the City under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

(b) The Dissemination Agent shall be paid compensation by the City for its services provided hereunder in accordance with its schedule of fees as amended from time to time, and shall be reimbursed for all expenses, legal fees and advances made or incurred by the Dissemination Agent in the performance of its duties hereunder.

Section 13. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the City, the Dissemination Agent, the Participating Underwriter and the holders and beneficial owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Section 14. Counterparts. This Disclosure Certificate may be executed in several counterparts, each of which shall be regarded as an original, and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Disclosure Certificate as of the date first above written.

CITY OF ROSEVILLE, for and on behalf of City of Roseville Baseline at Sierra Vista Community Facilities District No. 1 (Public Facilities)

By: _____
Name:
Title:

WILLDAN FINANCIAL SERVICES, as Dissemination Agent

By: _____
Name:
Title:

EXHIBIT A

NOTICE TO REPOSITORIES OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: City of Roseville

Name of Bond Issue: $_____ City of Roseville Baseline at Sierra Vista Community Facilities District No. 1 (Public Facilities) Improvement Area No. 1 Special Tax Bonds Series 2021

Date of Issuance: _____, 2021

NOTICE IS HEREBY GIVEN that the City of Roseville (the "City") on behalf of City of Roseville Baseline at Sierra Vista Community Facilities District No. 1 (Public Facilities) has not provided an Annual Report with respect to the above-named Bonds as required by the Fiscal Agent Agreement dated as of October 1, 2021 (the "Fiscal Agent Agreement") by and between the City and The Bank of New York Mellon Trust Company, N.A., as Fiscal Agent. The City anticipates that the Annual Report will be filed by _____.

Dated: _____

WILLDAN FINANCIAL SERVICES, as Dissemination Agent, on behalf of City of Roseville Baseline at Sierra Vista Community Facilities District No. 1 (Public Facilities)

By: _____
Name:
Title:

cc: City of Roseville

CONTINUING DISCLOSURE CERTIFICATE
(Property Owner)

THIS CONTINUING DISCLOSURE CERTIFICATE (Property Owner) (the "**Disclosure Certificate**") dated as of October __, 2021, is executed by DF Properties, Inc., a California corporation (the "**Landowner**") in connection with the execution and delivery by the City of Roseville of its City of Roseville Baseline at Sierra Vista Community Facilities District No. 1 (Public Facilities) Improvement Area No. 1 Special Tax Bonds Series 2021 (the "**Bonds**"). The Bonds are being executed and delivered pursuant to a Fiscal Agent Agreement, dated as of October 1, 2021 (the "**Fiscal Agent Agreement**"), by and between the City and The Bank of New York Mellon Trust Company, N.A., as fiscal agent.

The Landowner covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the Landowner for the benefit of the holders and beneficial owners of the Bonds.

Section 2. Definitions. In addition to the definitions set forth above and in the Fiscal Agent Agreement, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined herein, the following capitalized terms shall have the following meanings:

"**Affiliate**" means any Person presently directly (or indirectly through one or more intermediaries) under managerial control of the Landowner, and about whom information could be material to potential investors in their investment decision regarding the Bonds (including, without limitation, information relevant to the proposed development of the Property or to the Landowner's ability to pay the Special Taxes levied on the Property prior to delinquency).

"**Assumption Agreement**" means an undertaking of a Major Owner for the benefit of the holders and beneficial owners of the Bonds containing terms substantially similar to this Disclosure Certificate (as modified for such Major Owner's development and financing plans with respect to property owned by such Major Owner in Improvement Area No. 1), whereby such Major Owner agrees to provide periodic reports and notices of significant events, setting forth the information described in sections 4 and 5 hereof, respectively, with respect to the portion of the Property in Improvement Area No. 1 owned by such Major Owner and, at the option of the Landowner or such Major Owner, agrees to indemnify the Dissemination Agent (if any) pursuant to a provision substantially in the form of Section 11 hereof.

"**Dissemination Agent**" means the Landowner, or any successor Dissemination Agent designated in writing by the Landowner, and which has filed with the Landowner, the City and the Participating Underwriter a written acceptance of such designation, and which is experienced in providing dissemination agent services such as those required under this Disclosure Certificate.

"**District**" means the City of Roseville Baseline at Sierra Vista Community Facilities District No. 1 (Public Facilities).

"**Improvement Area No. 1**" means the improvement area designated as such within the District.

"**Listed Events**" means any of the events listed in Section 5(a) of this Disclosure Certificate.

"**Major Owner**" means, as of any date of determination, a Person that owns land in Improvement Area No. 1 that is collectively responsible for 20% or more of the Special Taxes in Improvement Area No. 1.

"**MSRB**" means the Municipal Securities Rulemaking Board, which has been designated by the Securities and Exchange Commission as the sole repository of disclosure information, or any other repository of disclosure information that may be designated by the Securities and Exchange Commission as such in the future.

"**Official Statement**" means the final Official Statement dated October __, 2021, executed by the City in connection with the issuance of the Bonds.

"**Participating Underwriter**" means Stifel, Nicolaus & Company, Incorporated, the original Underwriter of the Bonds.

"**Periodic Report**" means any Periodic Report provided by the Landowner pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"**Person**" means an individual, a corporation, a partnership, a limited liability company, an association, a joint stock company, a trust, any unincorporated organization or a government or political subdivision thereof.

"**Property**" means (i) the property owned by the Landowner in Improvement Area No. 1 as of the date of determination, and (ii) the property in Improvement Area No. 1 that the Landowner sold to a Major Owner who has not assumed the undertakings of this Disclosure Certificate under Section 6(b) and that is owned by such Major Owner.

"**Report Date**" means May 1 and November 1 of each year, commencing May 1, 2022.

"**Special Taxes**" means the special taxes levied on the Property for Improvement Area No. 1.

Section 3. Provision of Periodic Reports.

(a) So long as Landowner's obligations under this Disclosure Certificate have not been terminated pursuant to Section 6 below The Landowner shall, or, upon written direction of the Landowner the Dissemination Agent shall, not later than the Report Date, commencing May 1, 2022, file or cause to be filed with the MSRB a Periodic Report which is consistent with the requirements of Section 4 of this Disclosure Certificate with a copy to the Participating Underwriter and the City. Not later than 15 calendar days prior to the Report Date, the Landowner shall provide the Periodic Report to the Dissemination Agent (if different from the Landowner). The Landowner shall provide a written certification with (or included as a part of) each Periodic Report furnished to the Dissemination Agent (if different from the Landowner), the Participating Underwriter and the City to the effect that such Periodic Report constitutes the Periodic Report required to be furnished by it under this Disclosure Certificate. The Dissemination Agent (if different than the Landowner), the Participating Underwriter and the City may conclusively rely upon such certification of the Landowner and shall have no duty or obligation to review the Periodic Report. The Periodic Report may be submitted as a single document or as separate documents comprising a package, and may incorporate by reference other information as provided in Section 4 of this Disclosure Certificate.

(b) If the Dissemination Agent (if different than the Landowner) does not receive a Periodic Report by 15 calendar days prior to the Report Date, the Dissemination Agent shall send a reminder notice to the Landowner that the Periodic Report has not been provided as required under Section 3(a) above. The reminder notice shall instruct the Landowner to determine whether its obligations under this Disclosure Certificate have terminated (pursuant to Section 6 below) and, if so, to provide the Dissemination Agent with a notice of such termination in the same manner as for a Listed Event (pursuant to Section 5 below). If the Landowner does not provide, or cause the Dissemination Agent to provide, a Periodic Report to the MSRB by the Report Date as required in subsection (a) above, the Dissemination Agent shall send a notice to the MSRB in substantially the form attached hereto as Exhibit A, with a copy to the City and the Participating Underwriter.

(c) The Dissemination Agent shall:

(i) determine prior to each Report Date the then-applicable rules and electronic format prescribed by the MSRB for the filing of continuing disclosure reports; and

(ii) to the extent the Periodic Report has been furnished to it, file a report with the Landowner (if the Dissemination Agent is other than the Landowner), the City and the Participating Underwriter certifying that the Periodic Report has been provided pursuant to this Disclosure Certificate, and stating the date it was provided.

Section 4. Content of Periodic Reports. Each Periodic Report shall contain or incorporate by reference the information set forth in Exhibit B relating to the Landowner, any or all of which may be included by specific reference to other documents, including official statements of debt issues of the Landowner or related public entities, which are available to the public on the MSRB's Internet web site or filed with the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available from the MSRB. The Landowner shall clearly identify each such other document so included by reference.

In addition to any of the information expressly required to be provided in Exhibit B, each Periodic Report shall include such further information, if any, as may be necessary to make the specifically required statements, in the light of the circumstances under which they are made, not misleading.

Section 5. Reporting of Significant Events.

(a) So long as Landowner's obligations under this Disclosure Certificate have not been terminated pursuant to Section 6 below, the Landowner shall give, or cause to be given, notice of the occurrence of any of the following Listed Events with respect to itself or the Property, if material:

(i) bankruptcy or insolvency proceedings commenced by or against the Landowner and, if known, any bankruptcy or insolvency proceedings commenced by or against any Affiliate of the Landowner, that is reasonably likely to have a significant impact on the Landowner's ability to pay Special Taxes prior to delinquency or to sell or develop the Property;

(ii) failure to pay any taxes, special taxes (including the Special Taxes) or assessments due with respect to the Property on or prior to the delinquency date to the extent such failure is not promptly cured by the Landowner upon discovery thereof;

(iii) filing of a lawsuit of which the Landowner is aware against the Landowner or an Affiliate seeking damages, which, if successful, could have a material and adverse impact on the Landowner's ability to pay Special Taxes prior to delinquency or to sell or develop the Property;

(iv) material damage to or destruction of any of the improvements on the Property; and

(v) any payment default or other material default by the Landowner on any loan with respect to the construction of improvements on the Property that continues to exist beyond any applicable notice and cure periods on any loan with respect to the construction of improvements on the Property.

(b) Whenever the Landowner obtains knowledge of the occurrence of a Listed Event, the Landowner shall as soon as possible determine if such event would be material under applicable Federal securities law.

(c) If the Landowner determines that knowledge of the occurrence of a Listed Event would be material under applicable Federal securities law, the Landowner shall, or shall cause the Dissemination Agent to, promptly file a notice of such occurrence with the MSRB, with a copy to the City and the Participating Underwriter.

Section 6. Duration of Reporting Obligation.

(a) All the Landowner's obligations hereunder shall commence on the date hereof and terminate (except as provided in Section 11) on the earliest to occur of the following:

(i) upon the legal defeasance, prior redemption or payment in full of all the Bonds, or

(ii) at such time as (A) 90% of the backbone infrastructure improvements for Improvement Area No. 1 only shown in the first line in Table 5 of the Official Statement have been completed and (B) the Landowner and its Affiliates own property in Improvement Area No. 1 collectively responsible for less than 20% of the Special Taxes; or

(iii) the date on which all of the Special Taxes attributable to the Property are prepaid in full.

The Landowner shall give notice of the termination of its obligations under this Disclosure Certificate in the same manner as for a Listed Event under Section 5.

(b) If a portion of the Property is conveyed to a Person that, upon such conveyance, will be a Major Owner, the obligations of the Landowner hereunder with respect to the Property conveyed to the Major Owner may be assumed by such Major Owner, and the Landowner's obligations hereunder with respect to the Property conveyed will be terminated. In order to effect such assumption, such Major Owner shall enter into an Assumption Agreement in form and

substance equivalent to this Disclosure Certificate or as otherwise satisfactory to the City and the Participating Underwriter. However, a Major Owner shall not be required to enter into an Assumption Agreement if such Major Owner is already a party to a continuing disclosure certificate in form and substance similar to this Disclosure Certificate with respect to the Bonds, and under which the Property conveyed to such Major Owner will become subject to future Periodic Reports. If a Major Owner required by this Section 6(b) to enter into an Assumption Agreement does not enter into an Assumption Agreement, then the Landowner shall continue reporting on the Property conveyed to the Major Owner so long as it is owned by such Major Owner or until an Assumption Agreement is executed or until the Landowner's obligations may be terminated in accordance with Section 6(a).

Section 7. Dissemination Agent. The Landowner may, from time to time, appoint or engage a Dissemination Agent to assist the Landowner in carrying out its obligations under this Disclosure Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent may resign by providing thirty days' written notice to the City, the Landowner and the Participating Underwriter.

Section 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the Landowner may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied (provided, however, that the Dissemination Agent shall not be obligated under any such amendment that modifies or increases its duties or obligations hereunder without its written consent thereto):

(a) if the amendment or waiver relates to the provisions of sections 3(a), 4 or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of the Landowner with respect to the Bonds, or type of business conducted; and

(b) the proposed amendment or waiver either (i) is approved by holders of the Bonds in the manner provided in the Fiscal Agent Agreement, with the consent of holders, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the holders or beneficial owners of the Bonds.

Section 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Landowner from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Periodic Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Landowner chooses to include any information in any Periodic Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the Landowner shall have no obligation under this Disclosure Certificate to update such information or include it in any future Periodic Report or notice of occurrence of a Listed Event.

Section 10. Default. In the event of a failure of the Landowner to comply with any provision of this Disclosure Certificate, the City, the Participating Underwriter, and any holder or beneficial owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Landowner to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an Event of Default under the Fiscal Agent Agreement, and the sole and exclusive

remedy under this Disclosure Certificate in the event of any failure of the Landowner to comply with this Disclosure Certificate shall be an action to compel performance.

Section 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the Landowner agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents (each, an "**Indemnified Party**"), harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the reasonable costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding (i) losses, liabilities, costs and expenses due to an Indemnified Party's negligence or willful misconduct or failure to perform its duties hereunder and (ii) losses, expenses and liabilities due to the failure of the City to pay the fees and expenses of the Dissemination Agent. The Dissemination Agent (if other than the Landowner) shall be paid compensation for its services provided hereunder from Special Taxes levied for administration of the CFD in accordance with the Dissemination Agent's schedule of fees as amended from time to time, which schedule, as amended, shall be reasonably acceptable, and all reasonable expenses, reasonable legal fees and advances made or incurred by the Dissemination Agent in the performance of its duties hereunder. The Dissemination Agent shall have no duty or obligation to review any information provided to it hereunder and shall not be deemed to be acting in any fiduciary capacity for the City, the Landowner, the Bond owners, or any other party. The obligations of the Landowner under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds, but shall be assumed by a Major Owner from and after the date of such assumption when property is sold to a Major Owner and such Major Owner enters into an Assumption Agreement.

Section 12. Notices. Any notice or communications to be among any of the parties to this Disclosure Certificate may be given by electronic, regular, or overnight mail as follows:

To the Landowner	DF Properties Inc. Attn: _____ _____ _____ Email: _____
To the City:	City of Roseville Attn: CFD Administrator 311 Vernon Street Roseville, CA 95678
To the Participating Underwriter:	Stifel, Nicolaus & Company, Incorporated Attn: _____ _____ _____

Any person may, by written notice to the other persons listed above, designate a different address or telephone number(s) to which subsequent notices or communications should be sent.

Section 13. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the City, the Landowner (its successors and assigns), the Dissemination Agent, the Participating Underwriter and holders and beneficial owners from time to time of the Bonds, and shall create no rights in any other person or entity. All obligations of the Landowner hereunder shall be assumed by any legal successor to the obligations of the Landowner as a result of a sale, merger, consolidation or other reorganization.

Section 14. Counterparts. This Disclosure Certificate may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Landowner has executed this Disclosure Certificate as of the date first above written.

DF PROPERTIES, INC.
A California corporation

By:_____
Name:
Title:

EXHIBIT A

NOTICE TO REPOSITORIES OF FAILURE TO FILE PERIODIC REPORT

Name of Issuer: City of Roseville

Name of Bond Issue: $_____ City of Roseville, Baseline at Sierra Vista Community Facilities District No. 1 (Public Facilities) Improvement Area No. 1 Special Tax Bonds Series 2021

Date of Issuance: _____, 2021

NOTICE IS HEREBY GIVEN that _____ (the "**Major Owner**") has not provided a Periodic Report with respect to the above-named Bonds as required by the Continuing Disclosure Certificate (Property Owner) of the Landowner dated as of the date of issuance of such Bonds. The Landowner anticipates that the Periodic Report will be filed by _____.

Dated: _____

_____
, Dissemination Agent

By: _____

Its: _____

cc: Landowner

EXHIBIT B

PERIODIC REPORT

This Periodic Report is hereby submitted under Section 4 of the Continuing Disclosure Certificate (Property Owner) (the "**Disclosure Certificate**") dated October __, 2021, executed by the undersigned (the "**Landowner**") in connection with the issuance of the above-captioned bonds by the City of Roseville (the "**City**") with respect to its City of Roseville Baseline at Sierra Vista Community Facilities District No. 1 (Public Facilities) (the "**District**").

Capitalized terms used in this Periodic Report but not otherwise defined have the meanings given to them in the Disclosure Certificate.

I. Property Ownership and Development

The information in this section is provided as of _____ (this date must be not more than 60 days before the due date of this Periodic Report).

A. Description of the property currently owned by Landowner in Improvement Area No. 1 (the "**Property**"), in substance and form similar to such information in the Official Statement for the Bonds: _____.

B. Updated information regarding land development [if Landowner is a merchant builder: and home construction] activities with respect to the Property described in the Official Statement for the Bonds or the Periodic Report last filed in accordance with the Disclosure Certificate:

_____

_____

C. Status of [if Landowner is a merchant builder: building permits] and any material changes to the description of land use or development entitlements for the Property described in the Official Statement for the Bonds or the Periodic Report last filed in accordance with the Disclosure Certificate:

_____

_____

D. Status of any land purchase contracts with regard to the Property, whether acquisition of land in Improvement Area No. 1 by the Landowner or sales of land in Improvement Area No. 1 to other property owners, distinguishing between (i) end users (e.g., condominiums), (ii) developers and (iii) merchant builders.

_____

_____

II. Legal and Financial Status of Landowner

Unless such information has previously been included or incorporated by reference in a Periodic Report, describe any material change in the legal structure of the Landowner or the financial condition and financing plan of the Landowner that would materially and adversely interfere with its ability to complete the development plan with respect to the Property described in the Official Statement. To the extent that the ownership of the Landowner has changed, describe all material terms of the new ownership structure.

_____

_____

III. Change in Development or Financing Plans

Unless such information has previously been included or incorporated by reference in a Periodic Report, describe any development plans or financing plans relating to the Property *that are materially different from* the proposed development and financing plan for the Property described in the Official Statement or in a previous Periodic Report.

_____

_____

IV. Official Statement Updates

Unless such information has previously been included or incorporated by reference in a Periodic Report, describe any other significant changes in the information relating to the Landowner or the Property contained in the Official Statement under the headings, "THE DISTRICT" and "OWNERSHIP OF PROPERTY WITHIN THE DISTRICT," that would materially and adversely interfere with the Landowner's ability to develop and sell the Property as described in the Official Statement.

_____

_____

V. Other Material Information

In addition to any of the information expressly required above, provide such further information, if any, with respect to the Property and the Landowner as may be necessary to make the specifically required statements, in the light of the circumstances under which they are made, not misleading.

_____

_____

Certification

The undersigned Landowner hereby certifies that this Periodic Report constitutes the Periodic Report required to be furnished by the Landowner under the Disclosure Certificate.

ANY OTHER STATEMENTS REGARDING THE LANDOWNER, THE DEVELOPMENT OF THE PROPERTY, THE LANDOWNER'S FINANCING PLAN OR FINANCIAL CONDITION, OR THE BONDS, OTHER THAN STATEMENTS MADE BY THE LANDOWNER IN AN OFFICIAL RELEASE, OR FILED WITH THE MUNICIPAL SECURITIES RULEMAKING BOARD, ARE NOT AUTHORIZED BY THE LANDOWNER. THE LANDOWNER IS NOT RESPONSIBLE FOR THE ACCURACY, COMPLETENESS OR FAIRNESS OF ANY SUCH UNAUTHORIZED STATEMENTS.

THE LANDOWNER HAS NO OBLIGATION TO UPDATE THIS PERIODIC REPORT OTHER THAN AS EXPRESSLY PROVIDED IN THE DISCLOSURE CERTIFICATE.

Dated: _____

_____

By: _____

_____

_____

APPENDIX F

SUMMARY OF CERTAIN PROVISIONS OF FISCAL AGENT AGREEMENT

APPENDIX G

DTC AND THE BOOK-ENTRY ONLY SYSTEM

The following description of the Depository Trust Company ("DTC"), the procedures and record keeping with respect to beneficial ownership interests in the 2021 Bonds, payment of principal, interest and other payments on the 2021 Bonds (herein, the "Securities") to DTC Participants or Beneficial Owners, confirmation and transfer of beneficial ownership interest in the Securities and other related transactions by and between DTC, the DTC Participants and the Beneficial Owners is based solely on information provided by DTC. Accordingly, no representations can be made concerning these matters and neither the DTC Participants nor the Beneficial Owners should rely on the foregoing information with respect to such matters, but should instead confirm the same with DTC or the DTC Participants, as the case may be.

Neither the issuer of the Securities (the "Issuer") nor the fiscal agent appointed with respect to the Securities (the "Agent") takes any responsibility for the information contained in this Appendix.

No assurances can be given that DTC, DTC Participants or Indirect Participants will distribute to the Beneficial Owners (a) payments of interest, principal or premium, if any, with respect to the Securities, (b) certificates representing ownership interest in or other confirmation or ownership interest in the Securities, or (c) redemption or other notices sent to DTC or Cede & Co., its nominee, as the registered owner of the Securities, or that they will so do on a timely basis, or that DTC, DTC Participants or DTC Indirect Participants will act in the manner described in this Appendix. The current "Rules" applicable to DTC are on file with the Securities and Exchange Commission and the current "Procedures" of DTC to be followed in dealing with DTC Participants are on file with DTC.

1. The Depository Trust Company ("DTC") will act as securities depository for the securities (the "Securities"). The Securities will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Security certificate will be issued for each issue of the Securities, each in the aggregate principal amount of such issue, and will be deposited with DTC. If, however, the aggregate principal amount of any issue exceeds $500 million, one certificate will be issued with respect to each $500 million of principal amount, and an additional certificate will be issued with respect to any remaining principal amount of such issue.

2. DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding

company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com. *The information contained on this Internet site is not incorporated herein by reference.*

3. Purchases of Securities under the DTC system must be made by or through Direct Participants, which will receive a credit for the Securities on DTC's records. The ownership interest of each actual purchaser of each Security ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Securities are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Securities, except in the event that use of the book-entry system for the Securities is discontinued.

4. To facilitate subsequent transfers, all Securities deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Securities with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Securities; DTC's records reflect only the identity of the Direct Participants to whose accounts such Securities are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

5. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Securities may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Securities, such as redemptions, tenders, defaults, and proposed amendments to the Security documents. For example, Beneficial Owners of Securities may wish to ascertain that the nominee holding the Securities for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

6. Redemption notices shall be sent to DTC. If less than all of the Securities within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

7. Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Securities unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to Issuer as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting

rights to those Direct Participants to whose accounts Securities are credited on the record date (identified in a listing attached to the Omnibus Proxy).

8. Redemption proceeds, distributions, and dividend payments on the Securities will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from Issuer or Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, Agent, or Issuer, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of Issuer or Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

9. DTC may discontinue providing its services as depository with respect to the Securities at any time by giving reasonable notice to Issuer or Agent. Under such circumstances, in the event that a successor depository is not obtained, Security certificates are required to be printed and delivered.

10. Issuer may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Security certificates will be printed and delivered to DTC.

11. The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that Issuer believes to be reliable, but Issuer takes no responsibility for the accuracy thereof.

COUNCIL COMMUNICATION

CC #: 1716
File #: 0206-08-01

Title:	Northwest Landscaping and Lighting District - Ballot Initiative
Contact:	Jeannine Thrash 916-774-5473 jthrash@roseville.ca.us Dennis Kauffman 916-774-5313 dkauffman@roseville.ca.us

Meeting Date: 9/15/2021
Item #: 9.1.

RECOMMENDATION TO COUNCIL

Staff recommends that Council adopt the following resolutions:

- A resolution of the City Council of the City of Roseville, California, initiating proceedings to levy proposed new or increased assessments for Northwest Roseville Specific Plan Landscaping and Lighting District for Fiscal Year 2022/2023, and ordering the Engineer to prepare and file an Engineer's Report in accordance with Article 4 of Chapter 1 of Said Act; and

- A resolution of the City Council of the City of Roseville, California, declaring its intention to ballot property owners for proposed new or increased assessments for the Northwest Roseville Specific Plan Landscaping and Lighting District, Fiscal year 2022/2023, setting a time and place for a public hearing, and authorizing staff to proceed with the balloting procedures; and

- A resolution of the City Council of the City of Roseville, California, for preliminary approval of the Engineer's Report regarding a proposed new or increased assessment for Fiscal Year 2022/2023 for the Northwest Roseville Specific Plan Landscaping and Lighting District

Council approval and adoption of the resolutions will set Wednesday, November 17, 2021 at 6:00 p.m., in the Roseville City Council Chambers at 311 Vernon Street, California, as the time and place to conduct a public hearing on this matter.

BACKGROUND

The Northwest Lighting & Landscape District (NWLLD) is Roseville's oldest and largest lighting and landscape district. When the NWLLD was formed in 1989, the annual assessment to provide these services was set at $100 per parcel (Zone A) and $147.20 per parcel (Zone B) with no inflation adjustments. Maintenance costs have increased significantly since 1989, while the assessment has remained static. As a result, there is a shortage of funding to maintain this district at a level equitable with other areas of the City. It is not uncommon to hear concerns from

residents about the level of maintenance in this district.

Additional funding would allow for improvements in the NWLLD such as:

- Improved irrigation of trees, plants and landscaping along streets and street medians
- Improved neighborhood entryways
- Weed control increased from four times a year to eight-to-ten times a year
- Pruning shrubs increased from only twice per year to a minimum of three times
- Tree trimming to promote healthy growth and minimize damage from roots
- Removal and replacement of dead or diseased plants
- Irrigation system maintenance and repair
- Repair and replacement of trees, plants, and shrubs damaged by storms or vandalism

Since the NWLLD landscapes/streetscapes have been a challenge for so many years, it will take time to replace irrigation and plants. Project needs will be prioritized based on feedback of the district.

In order to fund the needed improvements, staff recommends putting a ballot measure out to ask all homeowners within the NWLLD to vote for an increase so that the annual levy for all property owners would be $260 per parcel. The ballot will also ask for approval of an annual inflationary adjustment.

FISCAL IMPACT

If the ballot passes, the increase of the maximum assessment by $160 per unit in Zone A, from $100 to $260 per unit would allow for an addition of $739,520 to be used in the FY2022-23 budget year for authorized services for the District. The increase of the maximum assessment by $112.80 per unit in Zone B, from $147.20 to $260.00 per unit would allow for an additional $14,664 per year. There would be no fiscal impact to the General Fund.

ENVIRONMENTAL REVIEW

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

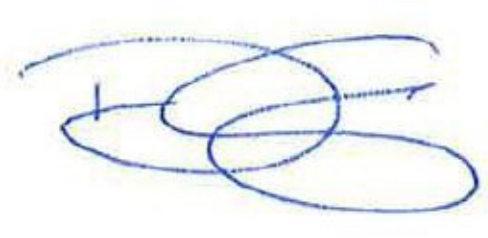
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal A - Remain fiscally responsible in a changing world
Goal E - Deliver exceptional city services

Respectfully Submitted,

Jeannine Thrash, Management Analyst

Dennis Kauffman, Assistant City Manager/Chief Financial Officer



_____

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 21-404

Resolution 21-405

Resolution 21-406

Preliminary Engineer's Report

Proposed Assessment Roll

RESOLUTION NO. 21-404

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA INITIATING PROCEEDINGS TO LEVY PROPOSED NEW OR INCREASED ASSESSMENTS FOR NORTHWEST ROSEVILLE SPECIFIC PLAN LANDSCAPING AND LIGHTING DISTRICT FOR FISCAL YEAR 2022/2023 AND ORDERING THE ENGINEER TO PREPARE AND FILE AN ENGINEER'S REPORT IN ACCORDANCE WITH ARTICLE 4 OF CHAPTER 1 OF SAID ACT

The City Council of the City of Roseville, California (hereafter referred to as the "City Council") does resolve as follows:

WHEREAS, The City Council has, by previous Resolutions, formed the Northwest Roseville Specific Plan Landscaping and Lighting District (hereafter referred to as the "District") pursuant to the provisions of the *Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the Streets and Highways Code of California, beginning with Section 22500* (hereafter referred to as the "Act"), that provides for levy and collection of assessments by the County of Placer for the City of Roseville to pay the maintenance and services of street lighting, landscaping, and all appurtenant facilities and operations related thereto; and,

WHEREAS, said Act requires that proceedings for the levy of assessments shall be initiated by resolution describing any proposed new improvements or any substantial changes in existing improvements in accordance with Chapter 3 (commencing with Section 22620) of Part 2 of Division 15 of the Streets and Highway Code of the State of California, and ordering the engineer to prepare and file a report in accordance with Article 4 of Chapter 1 of said Act; and,

WHEREAS, the City Council has retained Willdan Financial Services (hereinafter "Engineer") for the purpose of assisting with the establishment of new or increased assessments, and to prepare and file an Engineer's Levy Report (hereinafter referred to as the "Engineer's Report") with the City Clerk in accordance with the act, and in accordance with the California Constitution, Articles XIIIC and XIIID.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED BY THE CITY COUNCIL FOR THE NORTHWEST ROSEVILLE SPECIFIC PLAN LANDSCAPING AND LIGHTING DISTRICT, AS FOLLOWS:

Section 1 Proposed Levy of new or increased assessment: The City Council of the City of Roseville proposes the levy of proposed new or increased assessment for the District pursuant to the Landscaping and Lighting Act of 1972.

Section 2 Engineer's Report: The City Council hereby orders the Engineer to prepare and file with the City Clerk the Engineer's Report concerning the levy of assessments for the District in accordance with Chapter 3, Section 22622 of the Act

Section 3 Proposed improvements and any substantial changes in existing improvements: The improvements within the District include turf, ground cover, shrubs and trees, irrigation systems, drainage systems, natural areas, open space areas, public pedestrian paths, entry monuments, fencing, lighting systems, other public improvements within the street right of way areas and all appurtenant facilities related thereto within the District. The Engineer's Report describes any new improvements or substantial changes in existing improvements.

RESOLUTION NO. 21-404

PASSED, APPROVED, AND ADOPTED THIS _____ day of _____, 2021.

_____,
Mayor
City of Roseville

_____,
City Clerk
City of Roseville

STATE OF CALIFORNIA)

COUNTY OF PLACER) ss.

CITY OF ROSEVILLE)

I, _____, City Clerk of the City of Roseville, County of Placer, State of California do hereby certify that the foregoing Resolution No. _____ was adopted by the City Council of said City of Roseville at a regular meeting of said council held on the _____ day of _____, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

_____,
City Clerk
City of Roseville

RESOLUTION NO. 21-405

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, DECLARING ITS INTENTION TO BALLOT PROPERTY OWNERS FOR PROPOSED NEW OR INCREASED ASSESSMENTS FOR THE NORTHWEST ROSEVILLE SPECIFIC PLAN LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2022/2023, SETTING A TIME AND PLACE FOR A PUBLIC HEARING, AND AUTHORIZING STAFF TO PROCEED WITH THE BALLOTING PROCEDURES

The City Council of the City of Roseville, California (hereafter referred to as the "City Council") does resolve as follows:

WHEREAS, The City Council has, by previous Resolutions, formed the Northwest Roseville Specific Plan Landscaping and Lighting District and annexed territory therein (hereafter referred to as the "District"), and initiated proceedings to levy and collect proposed new or increased assessments, pursuant to the provisions of the *Landscaping and Lighting Act of 1972*, *Part 2 of Division 15 of the Streets and Highways Code of California*, *beginning with Section 22500* (hereafter referred to as the "Act") that provides for the levy and collection of assessments by the County of Placer for the City of Roseville to pay the maintenance and services of all improvements and facilities related thereto; and,

WHEREAS, the City Council has retained Willdan Financial Services for the purpose of assisting with the proposed new or increased assessments for the District, and to prepare and file a report with the City Clerk in accordance with the Act.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED BY THE CITY COUNCIL FOR THE NORTHWEST ROSEVILLE SPECIFIC PLAN LANDSCAPING AND LIGHTING DISTRICT, PURSUANT TO *CHAPTER 3, SECTION 22624* OF THE ACT, AS FOLLOWS:

Section 1 Intention: The City Council hereby declares that it is its intention to seek a proposed new or increased assessments for the District pursuant to the Act, over and including the land within the District boundary, and to levy and collect assessments on all such land to pay the annual costs of the improvements.

Section 2 Proposed improvements and any substantial changes in existing improvements: The improvements within the District include turf, ground cover, shrubs and trees, irrigation systems, drainage systems, natural areas, open space areas, public pedestrian paths, entry monuments, fencing, lighting systems, other public improvements within the street right of way areas and all appurtenant facilities related thereto within the District. The Engineer's Report describes all new improvements or substantial changes in existing improvements.

Section 3 Boundaries and Designation: The boundaries of the District are described as the boundaries previously defined in the formation documents of the District. The District generally includes the parcels within the area known as the Northwest Roseville Specific Plan. The District is known and designated as

"Northwest Roseville Specific Plan Landscaping and Lighting District"

Section 4 Proposed New or Increased Assessment Amounts: The proposed new or increased assessments are outlined in the Engineer's Report. District Assessments are calculated in accordance with the method of apportionment established for the District and do not exceed the assessment rates.

Section 5 Public Hearing(s): The City Council hereby declares its intention to conduct a Public Hearing concerning the proposed new or increased assessments and levy of assessments for the District in accordance with *Chapter 3, Section 22626* of the Act.

Section 6 Notice: The City Clerk shall give notice of the time and place of the Public Hearing by causing notices to be mailed to the property owners in the District not less than forty-five (45) days before the date of the hearing and by posting a copy of this Resolution on the official bulletin board customarily used by the City Council for the posting of notices.

Section 7 Time and Place of Public Hearing: Notice is hereby given that a Public Hearing on these matters will be held by the City Council on **Wednesday, November 17, 2021, at 6:00 p.m.**, or as soon thereafter as feasible in the regular meeting chambers located at 311 Vernon Street, Roseville, California.

RESOLUTION NO. 21-405

PASSED, APPROVED, AND ADOPTED THIS _____ day of _____, 2021.

_____,
Mayor
City of Roseville

_____,
City Clerk
City of Roseville

STATE OF CALIFORNIA)

COUNTY OF PLACER) ss.

CITY OF ROSEVILLE)

I, _____, City Clerk of the City of Roseville, County of Placer, State of California do hereby certify that the foregoing Resolution No. _____ was adopted by the City Council of said City of Roseville at a regular meeting of said council held on the _____ day of _____, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

_____,
City Clerk
City of Roseville

RESOLUTION NO. 21-406

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, FOR PRELIMINARY APPROVAL OF THE ENGINEER'S LEVY REPORT REGARDING PROPOSED NEW OR INCREASED ASSESSMENTS FOR FISCAL YEAR 2022/2023 FOR THE NORTHWEST ROSEVILLE SPECIFIC PLAN LANDSCAPING AND LIGHTING DISTRICT

The City Council of the City of Roseville, California (hereafter referred to as the "City Council") does resolve as follows:

WHEREAS, the City Council has retained Willdan Financial Services (hereinafter "Engineer"), for the purpose of assisting with the establishment of new or increased assessments and to prepare and file an Engineer's Report with the City Clerk in accordance with the Act, and in accordance with the requirements of the California Constitution, Articles XIIIC and XIIID; and,

WHEREAS, there has now been presented to this City Council the Engineer's Report as required by *Chapter 1, Article 4, Section 22566* of said Act; and,

WHEREAS, this City Council has carefully examined and reviewed the Engineer's Report as presented, and is preliminarily satisfied with the District, each and all of the budget items and documents as set forth therein, and is satisfied that the assessments, on a preliminary basis, have been spread in accordance with the benefits received from the improvements, operation, maintenance and services to be performed within each Zone, as set forth in said Report.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED BY THE CITY COUNCIL FOR THE NORTHWEST ROSEVILLE SPECIFIC PLAN LANDSCAPING AND LIGHTING DISTRICT, AS FOLLOWS:

Section 1 That the above recitals are all true and correct.

Section 2 That the Engineer's Report as presented, consists of the following:

a. A Description of Improvements
b. The Annual Budget (Costs and Expenses of Maintenance, Services, Operations and District Administration)
c. The Assessment Roll containing the Fiscal Year 2022/2023 Levy for each Assessor Parcel within the District

Section 3 The Engineer's Report is hereby approved on a preliminary basis and ordered to be filed in the Office of the City Clerk as a permanent record and to remain open to public inspection.

Section 4 That the City Clerk shall certify to the passage and adoption of this Resolution, and the minutes of this meeting shall so reflect the presentation of the Engineer's Report.

PASSED, APPROVED, AND ADOPTED THIS _____ day of _____, 2021.

_____,
Mayor
City of Roseville

_____,
City Clerk
City of Roseville

STATE OF CALIFORNIA)

COUNTY OF PLACER) ss.

CITY OF ROSEVILLE)

I, _____, City Clerk of the City of Roseville, County of Placer, State of California do hereby certify that the foregoing Resolution No. _____ was adopted by the City Council of said City of Roseville at a regular meeting of said council held on the _____ day of _____, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

_____,
City Clerk
City of Roseville

City of Roseville

Northwest Roseville Specific Plan Landscaping and Lighting District

2022/23 Balloting Engineer's Report

Intent Meeting: September 15, 2021
Public Hearing: November 17, 2021

27368 Via Industria
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OVERVIEW

A. INTRODUCTION

The City of Roseville ("City") annually levies and collects special assessments in order to provide and maintain the improvements within the Northwest Roseville Specific Plan Area, known as Northwest Roseville Specific Plan Landscaping and Lighting District ("District") within the City. The District was formed and is levied annual assessments pursuant to *the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code* (the "1972 Act" or the "Act").

This Engineer's Report (the "Report") has been prepared pursuant to Chapter 1, Article 4 and Chapter 3 of the 1972 Act, and presented to the City Council for their consideration and approval of the improvements and services to be provided within the District identified as zones A and B ("Balloted Zones"); and the levy and collection of the proposed new/increased annual assessments related thereto to fund the costs and expenses required to service and maintain designated improvement areas within the Zones that provide special benefits to those parcels commencing in fiscal year 2022/2023.

Annually, the City establishes the District's assessments for each District Zone based on the special benefits received by the properties in that Zone and the associated net Total Eligible Special Benefit Expenses resulting from an estimate of the costs to maintain, operate and service the improvements in those Zones in conjunction with available revenues including fund balances, general benefit contributions, additional City contributions, and current assessment limits. The net Total Eligible Special Benefit Expenses budgeted for the Balloted Zones, has exceeded the amount that can be collected from annual assessments at the authorized special benefit assessment rate.

This Report outlines the improvements, and the proposed assessments to be levied for the special benefits the properties will receive from the maintenance and servicing of landscaping and lighting improvements within the Balloted Zones. The annual assessments (new/increased assessments) proposed to be levied on properties within the Zones as described herein will provide a funding source for the continued operation and maintenance of landscaping and lighting improvements that provide special benefits to the properties within the Zones.

The net annual cost to provide the improvements in the Balloted Zones are based on the various improvements and the types of improvements and services to be provided by the District for the properties that are directly associated with and benefit from those improvements and the net cost of providing those improvements and services are allocated to the benefiting properties within the Zones using a weighted method of apportionment (refer to Method of Apportionment) that calculates the proportional special benefit and assessment for each parcel as compared to other properties that benefit from the District improvements and services.

The word "parcel," for the purposes of this Report, refers to an individual property assigned its own Assessor's Parcel Number ("APN") by the Placer County Assessor's Office. The Placer County Auditor/Controller uses Assessor's Parcel Numbers and specific Fund Number(s) to identify properties to be assessed on the tax roll for the District assessment s.

If any section, subsection, sentence, clause, phrase, portion, or zone, of this Engineer's Report is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of the Engineer's Report and each section, subsection, subdivision, sentence, clause, phrase, portion, or zone thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, portions, or zones might subsequently be declared invalid or unconstitutional.

B. BALLOT PROCEEDINGS

Pursuant to the provisions of Article XIII D, Section 4 of the California Constitution, the City shall conduct a property owner protest ballot proceeding (referred to as "Ballot Proceeding") for the proposed levy of new or increased assessments as described in this Report. In conjunction with this Ballot Proceeding, the City Council will conduct a noticed public hearing to consider public testimonies, comments, and written protests regarding the levy of the proposed new/increased assessments. Upon conclusion of the public hearing, property owner protest ballots received will be opened and tabulated to determine whether majority protest exists:

"A majority protest exists if, upon the conclusion of the hearing, ballots submitted in opposition to the assessment exceed the ballots submitted in favor of the assessment. In tabulating the ballots, the ballots shall be weighted according to the proportional financial obligation of the affected property."

After completion of the ballot tabulation, the City Council will confirm the results of the balloting. If majority protest exists for the proposed new/increased Zone assessment, further proceedings to implement the proposed new/increased assessment shall be abandoned at this time. However, the City Council may continue to levy and collect annual assessments for the improvements provided in the Zone at an assessment rate less than or equal to the previously approved maximum assessment rate (including the inflationary adjustment) adopted by the City Council. If tabulation of the ballots indicate that majority protest does not exist for the proposed new/increased assessments and the assessment range formula presented and described herein, the City Council may adopt this Report (as submitted or amended), approve the assessment diagram, and confirm the new/increased assessments as presented herein. The new/increased assessments described herein along with other applicable District Zone assessments shall be submitted to the Placer County Auditor/Controller for inclusion on the Fiscal Year 2022/2023 property tax roll for each affected parcel.

C. REPORT CONTENTS

Plans and Specifications: This section provides an overall description of the Balloted Zones and the improvements for which parcels are assessed. The proposed new/increased assessments as outlined in this Report are based on the local landscaping improvements and appurtenant facilities that provide a special benefit to the properties within the Zones and operational expenses authorized pursuant to the 1972 Act. The plans and specifications contained in this section of the Report describe the overall nature and extent of the improvements. More detailed information regarding the specific plans and specifications associated with the Zones are on file in the Engineering Department and by reference are made part of this Report.

Method of Apportionment: This section includes a discussion of the general and special

benefits associated with the various improvements to be provided, which includes a discussion of the proportional costs of the special benefits and a separation of costs considered to be of general benefit (and therefore not assessed). This section of the Report also outlines the method of calculating each property's proportional special benefit necessary to calculate the property's annual assessment.

Proposed Zone Budgets: An estimate of the annual costs to operate, maintain, and service the local landscaping improvements and appurtenant facilities within the Balloted Zones. The budget for the Balloted Zones includes estimate of the maintenance costs and incidental expenses including, but not limited to labor, materials, utilities, equipment, and administration expenses as well as the collection of other appropriate funding authorized by the 1972 Act and deemed necessary to fully support the improvements. Those improvements and/or costs determined to be of general benefit shall be funded by a City contribution.

Appendix A: Zone Diagram: This section of the Report contains a diagram showing the boundaries of the Balloted Zones which incorporates the parcels determined to receive special benefits from the various District improvements (the "Zone Diagram"). Parcel identification, the lines and dimensions of each lot, parcel, and subdivision of land within the Balloted Zones are shown on the Placer County Assessor's Parcel Maps and shall include any subsequent lot line adjustments or parcel changes therein. Reference is hereby made to the Placer County Assessor's Parcel Maps for a detailed description of the lines and dimensions of each lot and parcel of land within the Balloted Zones.

Appendix B: Assessment Roll: The Assessment Roll contains a listing of all Assessor Parcel Numbers of the properties within the Balloted Zones and each parcel's corresponding "Balloted Maximum Assessment" and "Proposed Assessment FY 2022/2023". The proposed assessment amounts balloted and to be levied and collected for fiscal year 2022/2023 for each parcel is based on the parcel's calculated proportional special benefit as outlined in the Method of Apportionment and the annual assessment rate established by the estimated Zone Budget.

Plans and Specifications

A. DISTRICT OVERVIEW

The territory subject to the Ballot Proceeding consists of all lots or parcels of land currently within the boundaries of the District. The purpose of this District is to provide, in part, through annual assessments, funding for the ongoing operation, maintenance, and servicing of landscaping, street lighting, traffic signal improvements and related facilities and services in various areas in or adjacent to the District boundaries. Improvements that can be provided within the District generally include but are not limited to:

- Landscape improvements within the street medians and parkway side-panels, including parkways, slopes, and entryways; and various non-street landscape areas including greenbelts, slopes, local trails, and open space areas within various landscape zones. These landscaped improvements and areas may include but are not limited to various combinations of trees; turf; ground cover; shrubs, plantings and other amenities including retaining walls, monuments, fencing, sidewalks, stamped concrete, or pavers; irrigation and drainage systems; and related appurtenances.
- Local Lighting facilities on the public streets within the District. These lighting improvements may include but are not limited to streetlights located on arterial streets, traffic signals and local streetlights within or adjacent to the District's various developments and subdivisions.

B. DISTRICT ZONES OF BENEFIT

In accordance with the 1972 Act, the District utilizes Zones to address variations in the nature, location, and extent of the improvements that provide special benefits to parcels in the District. Within the boundaries of the District, parcels are assigned to benefit zones each of which is associated with a set of improvements and/or type of improvements that provide special benefit to properties within that Zone.

As of fiscal year, 2021/22 the District was comprised of Zone A and Zone B.

C. DESCRIPTION OF IMPROVEMENTS AND SERVICES

Zone A

Zone A of the District, by special benefit assessments, is to provide funding for the following:

- The landscaped street medians and landscaped corridors adjacent to property within the District including but not limited to, plantings, sound walls, and project identification signs.
- The maintenance of the vernal pool preserves identified in the Northwest Roseville Specific Plan.
- The installation and maintenance of bike trails within the Northwest Roseville Specific Plan Area.

- The installation of park improvements and/or the payment of debt service related to the installation of bike trails and/or park improvements within the Northwest Roseville Specific Plan Area.

Zone B

Zone B of the District, by special benefit assessments, is to provide funding for the following:

- The maintenance of the landscaped street buffers or medians, certain natural areas within the subdivision and landscape corridors adjacent to the property within the Zone (including, but not limited to, planting, screen walls, project identification signs, and drainage and wetlands areas within the property).

- The perpetual maintenance of the landscape strips adjacent to the Sierra Crossing subdivision contiguous to Foothills Boulevard and Booth Road, including but not limited to maintenance of the planting, screen walls, and project identification signs.

- The maintenance of the natural border adjoining and contiguous to the westerly border of Sierra Crossing.

- The maintenance of the wetland preserve area.

- The on-going maintenance of the landscape strips adjacent to the Legacy subdivision contiguous to Junction Boulevard, Washington Boulevard and Sawtell Road, including but not limited to maintenance of the planting, screen walls, and project identification signs.

- The maintenance of natural border adjoining and contiguous to the westerly border of the Legacy subdivision.

METHOD OF APPORTIONMENT

The 1972 Act permits the establishment of assessment districts by agencies for the purpose of providing certain public improvements, including the acquisition, construction, installation and servicing of landscape improvements and related facilities. The 1972 Act requires that the cost of these improvements be levied according to benefit rather than assessed value:

Section 22573 defines the net amount to be assessed as follows:

"The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements."

Section 22574 provides for zones as follows:

"The diagram and assessment may classify various areas within an assessment district into different zones where, by reason of variations in the nature, location, and extent of the improvements, the various areas will receive differing degrees of benefit from the improvements. A zone shall consist of all territory which will receive substantially the same degree of benefit from the improvements."

The formulas used for calculating assessments and the designation of District Zones reflect the composition of parcels within the District and the improvements and activities to be provided and have been designed to fairly apportion the cost of providing those improvements based on a determination of the proportional special benefits to each parcel, consistent with the requirements of the 1972 Act and the provisions of Proposition 218 and Article XIII D of the California Constitution.

A. PROPOSITION 218 BENEFIT ANALYSIS

The costs of the proposed improvements have been identified and allocated to properties within the Balloted Zones based on special benefit. The improvements provided and for which properties are to be assessed are local improvements and related amenities that were installed in connection with the development of the properties and/or would otherwise be required for the development of properties within the Balloted Zones. The assessments and method of apportionment is based on the premise that these improvements would otherwise not have been required without the development of those parcels within the Balloted Zones.

Article XIII D Section 2i defines Special Benefit as follows:

"Special benefit" means a particular and distinct benefit over, and above general benefits conferred on real property located in the district or to the public at large. General enhancement of property value does not constitute "special benefit."

Article XIII D Section 4a defines proportional special benefit assessments as follows:

"An agency which proposes to levy an assessment shall identify all parcels which will have a special benefit conferred upon them and upon which an assessment will be imposed. The proportionate special benefit derived by each identified parcel shall be determined in relationship to the entirety of the capital cost of a public improvement, the maintenance and operation expenses of a public improvement, or the cost of the property related service being provided. No assessment shall be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel."

Special Benefits

The ongoing maintenance and servicing of the landscaped areas and appurtenant facilities within the Balloted Zones provide aesthetic benefits to the properties within the Zones and a more pleasant environment to walk, drive, and live. The primary function of these landscape improvements and related amenities is to serve as an aesthetically pleasing enhancement and green space for the benefit of the immediately surrounding properties and developments for which the improvements were constructed and installed and/or were facilitated by the development of properties within the Zones. These improvements are an integral part of the physical environment associated with the parcels within the Zones and while some of these improvements may in part be visible to properties outside the Zones or in part proportionately shared with properties in adjacent Zones, collectively if these Zone improvements are not properly maintained, it is the parcels within the Balloted Zones that would be aesthetically burdened. Additionally, it has been identified in the improvements section of this report that some landscaping areas provide a physical buffer and serve as a pleasant aesthetic amenity that enhances the approach to the parcels as well as an extension of the physical attributes of the parcels assessed, such as their front or rear yards. As a result, the maintenance of these landscaped improvements provides particular and distinct benefits to the properties and developments within the Zones.

General Benefit

In reviewing the location and extent of the specific landscaped areas and improvements to be funded by District assessments for the Balloted Zones and the proximity and relationship to properties to be assessed, it is evident these improvements were primarily installed in connection with the development of properties within the Zones. It is also evident that the maintenance these improvements and the level of maintenance provided has a direct and particular impact (special benefit) on those properties and such maintenance beyond that which is required to ensure the safety and protection of the general public and property in general, has no quantifiable benefit to the public at large or to properties outside the Zone.

In the absence of a special funding Zone, the City would typically provide only limited tree management, weed abatement, rodent control, and erosion control services for the various landscape easement areas. This baseline level of service would typically provide for periodic servicing of the improvement areas (generally twice annually) or on an as-needed basis. This baseline level of service provides for public safety and essential property protection to avoid negative impacts on adjacent roadways and vehicles traveling on those roadways and potential property damage resulting from fire hazards but results in a far less visually pleasing environment than is created with the enhanced levels of services associated with the regular landscape maintenance to be provided in the various District Zones.

B. DISTRICT BENEFIT

The costs of the District are apportioned by a formula or method, which fairly distributes the net amount to be assessed among all assessable parcels in proportion to the special benefits to be received by each such parcel from the improvements. Improvements maintained by the District that are considered to provide general benefit (in whole and in part), are funded by the City and not included in the annual assessments. Property owners are assessed for special benefits only.

Each parcel within the District receives special benefits from the improvements due to the close proximity of the landscaping, and lighting improvements to each parcel. The improvements provide added beautification and aesthetic value to each developed property and property owner and an enhanced quality of life within the subdivision.

C. METHODOLOGY

To assess benefits equitably it is necessary to calculate each property's relative share of the special benefits conferred by the funded improvements and service. The Equivalent Benefit Unit (EBU) method of assessment apportionment is utilized for this District and establishes a basic unit (base value) of benefit and then calculates the benefit derived by each assessed parcel as a multiple (or a fraction) of that basic unit. The EBU method of apportioning special benefits is typically seen as the most appropriate and equitable assessment methodology for assessment districts, as the benefit to each parcel from the improvements are apportioned as a function of comparable property characteristics which may include but is not limited to land use and property size.

For the purposes of this Engineer's Report, an EBU is the quantum of benefit derived from the various Zone improvements by a single-family residential parcel. The single-family residential parcel derives one EBU of benefit and is assigned 1.00 Equivalent Benefit Unit.

Apartments that are used for residential purposes that contain more than a single residential unit on the parcel are assigned a lesser equivalent benefit unit due in part to the development and population densities associated with this type of dwelling unit (reduced unit size compared to the typical density and size of single-family units). In this case apartments have been assigned a weighted proportional special benefit factor of 0.5 EBU per unit, respectively.

Pursuant to the 1972 Act, the costs of the District may be apportioned by any formula or method that fairly distributes the net amount to be assessed, among all assessable parcels in proportion to the estimated benefits to be received by each parcel from the improvements. The benefit formula used for the District should reflect the composition of the parcels, and the improvements and services provided, to fairly apportion the costs based on special benefit to each parcel.

A summary of Equivalent Benefit Unit ("EBU") rates for all the Balloted Zones is shown in the table below:

EQUIVALENT BENEFIT UNITS	
Land Use	**Parcel EBU**
Single Family Res. (SFR)	1.00 EBU/Unit
Apartments (APT)	0.50 EBU/Unit

The following formula is used to calculate each parcel's EBU (proportional benefit).

BUF x Units = Parcel EBU

The total number of Equivalent Benefit Units ("EBUs") is the sum of all individual EBUs applied to the parcels within each zone that receives special benefit from the improvements. A levy per EBU (Levy Rate) for the zone is established by taking the total cost of the improvements and dividing that amount by the total number of EBUs of all parcels benefiting from the improvements. This Rate is then applied back to each parcel's individual EBU to determine the parcel's proportionate benefit and assessment obligation for the improvements.

Total Balance to Levy / Total EBUs = Levy Rate per EBU

Levy Rate per EBU x Parcel EBU = Parcel Levy Amount

D. ANNUAL INFLATIONARY ADJUSTMENT

It is recognized that the cost of providing for the improvements described in Plans and Specifications of this Report will inevitably increase over time as a result of inflation and that any "new or increased assessments" require certain noticing and balloting requirements pursuant to Article XIII D of the California Constitution (Proposition 218). However, Government Code Section 54954.6(a) provides that a "new or increased assessment" does not include "an assessment which does not exceed an assessment formula or range of assessments...previously adopted by the agency or approved by the voters in the area where the assessment is imposed." This definition of a or increased assessment is reaffirmed in the Proposition 218 Omnibus Implementation Act, Government Code Section 53753.5.

In order to assure that the improvement funding is sufficient in the future to address the ongoing maintenance and replacement cost increases that naturally occur over time due to inflation, the special benefit assessments being presented to the property owners in the ballot proceeding conducted in connection with this Report includes an annual inflationary adjustment (assessment range formula). This inflationary adjustment formula provides for the Fiscal Year 2022/2023 maximum assessments (initial maximum assessment rate) established herein for the Balloted Zones to increase by an amount equal to the annual percentage increase of the Local Consumer Price Index (CPI) for "All Urban Consumers" for San Francisco-Oakland-Hayward, CA as of December of each succeeding year. as developed by U.S. Bureau of Labor Statistics. Should the Bureau of Labor Statistics revise such index or discontinue the preparation of such index, the City may use the revised index or comparable system as approved by the City Council for determining increases in the cost of living.

The adoption of the maximum assessment rates and the Assessment Range Formula described herein does not mean that the annual assessments will necessarily increase each fiscal year, nor does it absolutely restrict the assessments to the annually adjusted maximum assessment rates. Although the maximum assessment rates that may be levied shall be increased each fiscal year, the actual amount to be assessed will be based on the Balance to Levy for that fiscal year. If the calculated assessment is less than the adjusted maximum assessment, then the calculated assessment may be approved by the

City Council for collection. If the calculated assessment (based on the proposed budget) is greater than the adjusted maximum assessment for that fiscal year, then the assessment would be considered an increased assessment and would require property owner approval through another protest ballot proceeding before imposing such an increase. Otherwise, it would be necessary to reduce the budget or provide a contribution from the City to reduce the Balance to Levy (amount to be assessed) to an amount that can be supported by an assessment rate less than or equal to the adjusted maximum assessment rate authorized for that fiscal year.

The Assessment Range Formula shall be applied to the maximum assessment rates for the Balloted Zones in fiscal year 2023/2024 and shall be applied in each subsequent fiscal year unless the City Council formally suspends its application.

DISTRICT BUDGET

A. FY 2022/2023 BUDGET

DESCRIPTION	Zone A Fund 2008	Zone B Fund 2009
DIRECT COSTS		
Contract Maintenance - Landscaping	$338,995	$14,420
Repair & Maintenance - Landscaping/Parks	516,000	7,544
Utilities	199,754	5,582
Stormwater Management/Drainage	0	1,278
Total Direct Costs	**$1,154,749**	**$ $28,824**
ADMINISTRATION COSTS		
City Administration	$10,000	$388
Contract Administration - Park's Dept	35,000	1,500
County Auditor Fees	12,255	338
Consulting & Professional Services	9,277	340
Consultant Incidental Expenses	779	22
Public Hearing Publishing Costs	695	400
Total Administrative Costs	**$68,006**	**$2,988**
Total Direct and Administration Costs	**$1,122,755**	**$31,812**
BUDGET ADJUSTMENTS		
Replenishment/(Use) of Operating Reserve	$102,755	$1,988
Total Adjustments	**$102,755**	**$1,988**
BALANCE TO LEVY	**$1,225,510**	**$33,800**

B. FY 2022/2023 ASSESSMENT RATES

DESCRIPTION	Zone A [1] Fund 2008	Zone B [2] Fund 2009
FY 2022/23 APPLIED ASSESSMENT RATES		
Total Assessable Parcels	4,622	130
Total Assessable EBUs	4,713.50	130.00
Applied Assessment Rates per EBU	$260.00	$260.00
Maximum Assessment Rates per EBU	$260.00	$260.00
Potential Maximum Assessment Per Zone	**$1,225,510**	**$33,800**

C. FY 2022/23 FUND BALANCE INFORMATION

DESCRIPTION	Zone A [1] Fund 2008	Zone B [2] Fund 2009
OPERATING RESERVE		
Beginning Operating Reserve Balance 7-1-2022 (est.)	**$229,387.50**	**$2,660.58**
add: Replenish from FY 22/23 Levy	132,780.19	11,746.1
less: Use for FY 22/23 Expenses		
Transfer from/(to) the Rehab Reserve	165,206.81	5.46
Ending Operating Reserve Balance 6-30-2023 (est.)	**$527,374.50**	**$14,412.13**
REHABILITATION RESERVE		
Beginning Rehab Reserve Balance 7-1-2022 (est.)	**$165,206.81**	**$5.46**
add: Collect from FY 22/23 Levy		
less: Use for FY 22/23 Rehab Projects	0.00	0.00
Transfer from/(to) the Operating Reserve	(165,206.81)	(5.46)
Ending Rehab Reserve Balance 6-30-2023 (est.)	**$0.00**	**$0.00**

(1) The Dunmore Junction Subdivision was annexed into Zone A.
(2) The Legacy Subdivision was annexed into Zone B.

D. DESCRIPTION OF BUDGET ITEMS

DIRECT COSTS

Contract Maintenance - Landscaping - Includes all regularly scheduled contract labor, materials, supplies and equipment required to properly maintain and ensure the satisfactory condition or maintenance of all landscaping corridors, street medians, entryways, irrigation and related drainage systems as well as maintenance of appurtenant facilities (the “improvements”).

Repair & Maintenance – Landscaping / Parks - This line item includes repairs that are generally unforeseen and not normally included in the annual maintenance contract costs. This may include repair of damaged amenities due to vandalism, storms, etc

Repair & Maintenance – Tree Work - This line item includes annual costs for tree maintenance not included in the annual contract maintenance portion of the budget.

Utilities - The furnishing of water and electricity required for the operation and maintenance of the improvements.

Stormwater Management / Drainage - This line item includes costs to properly maintain certain drainage and / or wetlands areas within the District.

Rehab Reserve Project Expenditures – Expected costs for installation, replacement or planned upgrades of District improvements for the current year. The Rehabilitation Reserve is used to accumulate funds for costs associated with the future rehabilitation or replacement of District improvements that cannot be conveniently raised from a single year's assessment.

ADMINISTRATION COSTS

City Administration – Estimated costs incurred by the City Finance Department and other Departments in preparing the annual budget for the Engineer's Report, together with other financial information required to determine the annual assessment. These costs would also include the preparation, posting and publishing of public notices required for City Council action relating to the District, as well as costs to perform legal review of documents.

Contract Administration – Park's Dept – Estimated Costs of Park and Recreation Department staff to coordinate and oversee the maintenance contracts and overall repair and maintenance of the District. This amount also includes the cost of the Department's estimates and analysis of certain budget items, estimated costs and useful lives of certain District Improvements.

County Auditor Fees - A fee of 1% of the total levy amount that is charged to the District by the County for placing assessments on property tax bills.

Consulting and Professional Services – Includes the costs and expenses of contracting with various professionals to provide legal, engineering and district administration services directly related to the District, including the calculation of the annual assessment amounts and the preparation of the Engineer's' Report.

Consultant Incidental Expenses - Includes out of pocket costs related to district administration.

Public Hearing Publishing Costs –Includes the out-of-pocket costs to publish public notices required for City Council action relating to the District.

Total Direct and Administration Costs – The total expected costs of the District.

BUDGET ADJUSTMENTS

Replenishment/(Use) of Operating Reserve – A "Replenishment" increases the levy in order to replenish the Operating Reserve. On the other hand, a "Use" of the Operating Reserve decreases the levy by drawing funds from the Operating Reserve for current year expenditures. If zero, this line item may not be shown in the budget. Further information regarding the function of the Operating Reserve is provided under "FUND BALANCE INFORMATION" in the following pages of this Section.

Contribution for / (Use of) Rehab Reserve — A "Contribution" increases the levy in order to generate funding for the Rehabilitation Reserve. This reserve allows for the accumulation of funds for the possible rehabilitation projects or replacements in future years. On the other hand, a "Use of" of the Rehabilitation Reserve provides current year funding of rehabilitation projects or replacements from available funds within the Rehabilitation Reserve. If zero, this line item may not be shown in the budget. Further information regarding the function of the Rehabilitation Reserve is provided under "FUND BALANCE INFORMATION" in the following pages of this Section.

Rounding Adjustment – The necessary rounding adjustment(s) due to limitations of the County property tax system that requires even penny levy amounts to be placed on the secured tax roll.

BALANCE TO LEVY - This is the total amount to be levied and collected through assessments for the current fiscal year for each zone. The Balance to Levy represents the sum of the total District costs together with any applicable adjustments to the budget as described above.

ASSESSMENT RATES

APPLIED ASSESSMENT RATES
Total Assessable Parcels - The total number of expected parcels to be assessed in each of the District's Zones.

Total Assessable EBUs - The total number of expected Equivalent Benefit Units in each of the District's Zones.

Applied Assessment Rates per EBU - The assessment rates to be applied to the parcels lying within the respective Zone of the District for the fiscal year shown.

Maximum Assessment Rates per EBU - The maximum assessment rates for the parcels lying within the respective Zone of the District for the fiscal year shown.

Potential Maximum Assessment Per Zone – The total amount that can be assessed against all parcels within each Zone for the current fiscal year based upon the expected number of EBUs to be assessed.

FUND BALANCE INFORMATION

OPERATING RESERVE

Beginning Operating Reserve Balance 7-1-2022 (est.) - The projected beginning balance of cash and receivables net of any unpaid prior year obligations for each Zone. These beginning balances shall be used to fund each Zone's expenditures from July 1, 2022 to December 31, 2022, as the Operating Reserve is required to compensate for the approximate six-month delay between the start of the District's fiscal year and the receipt of the collections from the County. All Rehabilitation Reserve balances, if any, are excluded from the Operating Reserve balances and shall be shown separately in the Report.

Replenish from FY 22/23 Levy – This amount is added to the levy in order to replenish the Operating Reserve. Due to the six-month delay from the District's receipt of assessment collections, the Operating Reserve balance shall be sufficiently funded to provide for expenditures from the period of July 1, 2022 (the beginning of the Fiscal Year) through December 31, 2022. If zero, this line item may not be shown in the budget.

Use for FY 22/23 Expenses – The amount of the Operating Reserve to be used to fund FY 2022/23 expenses. Portions of the Operating Reserve may be slated for current year expenditures in order to reduce the Ending Operating Reserve Balance to an amount no greater than the expected District costs for the period of July 1, 2022 (the beginning of the Fiscal Year) through December 31, 2022. If zero, this line item may not be shown in the budget.

Transfer from/(to) the Rehab Reserve — The amount of Operating Reserve monies to be transferred to or from the Rehabilitation Reserve. Periodically, funds held in a Rehabilitation Reserve may be needed to respond to changing maintenance needs of the improvements or other factors. Accordingly, any or all funds held in a Rehabilitation Reserve are subject to transfer into the same zone's Operating Reserve, at the discretion of the Parks and Recreation Department or equivalent, in order to provide for the maintenance and operation of the improvements. If zero, this line item may not be shown in the budget.

Ending Operating Reserve Balance 6-30-2023 (est.) - This amount represents the projected Operating Reserve balance/(deficit) for each Zone as of June 30, 2023. The size of each Zone's Operating Reserve is limited by Streets and Highways Code 22569 which states that an Operating Reserve shall not exceed the estimated costs of maintenance, service and incidental expenses from the first day of the fiscal year (July 1) to the date that the Agency expects to receive the first apportionment of collections from the County, which is estimated to be December 31. Therefore, each Zone may retain an Operating Reserve amounting to the District's first six-months of expenses in order to meet ongoing obligations until the first collections are received from the County. All Rehabilitation Reserve balances, if any, are excluded from the Operating Reserve balances and shall be shown separately in the Report.

REHABILITATION RESERVE

Beginning Rehab Reserve Balance 7-1-2022 (est.) — The projected balance of funds in the Rehabilitation Reserve as of July 1, 2022. Streets and Highways Code 22660 allows the District to generate and accumulate funds over several years to fund District improvements that cannot be conveniently raised from a single year's assessment.

Collect from FY 22/23 Levy — This amount is added to the levy to accumulate funding of future year rehabilitation projects, replacements, restorations or upgrades of District improvements. If zero, this line item may not be shown in the budget.

Use for FY 22/23 Rehab Projects – The amount of Rehabilitation Reserve monies expected to be transferred out of the Rehabilitation Reserve to fund the costs of installation, replacement or planned upgrades of District improvements for the current year. If zero, this line item may not be shown in the budget.

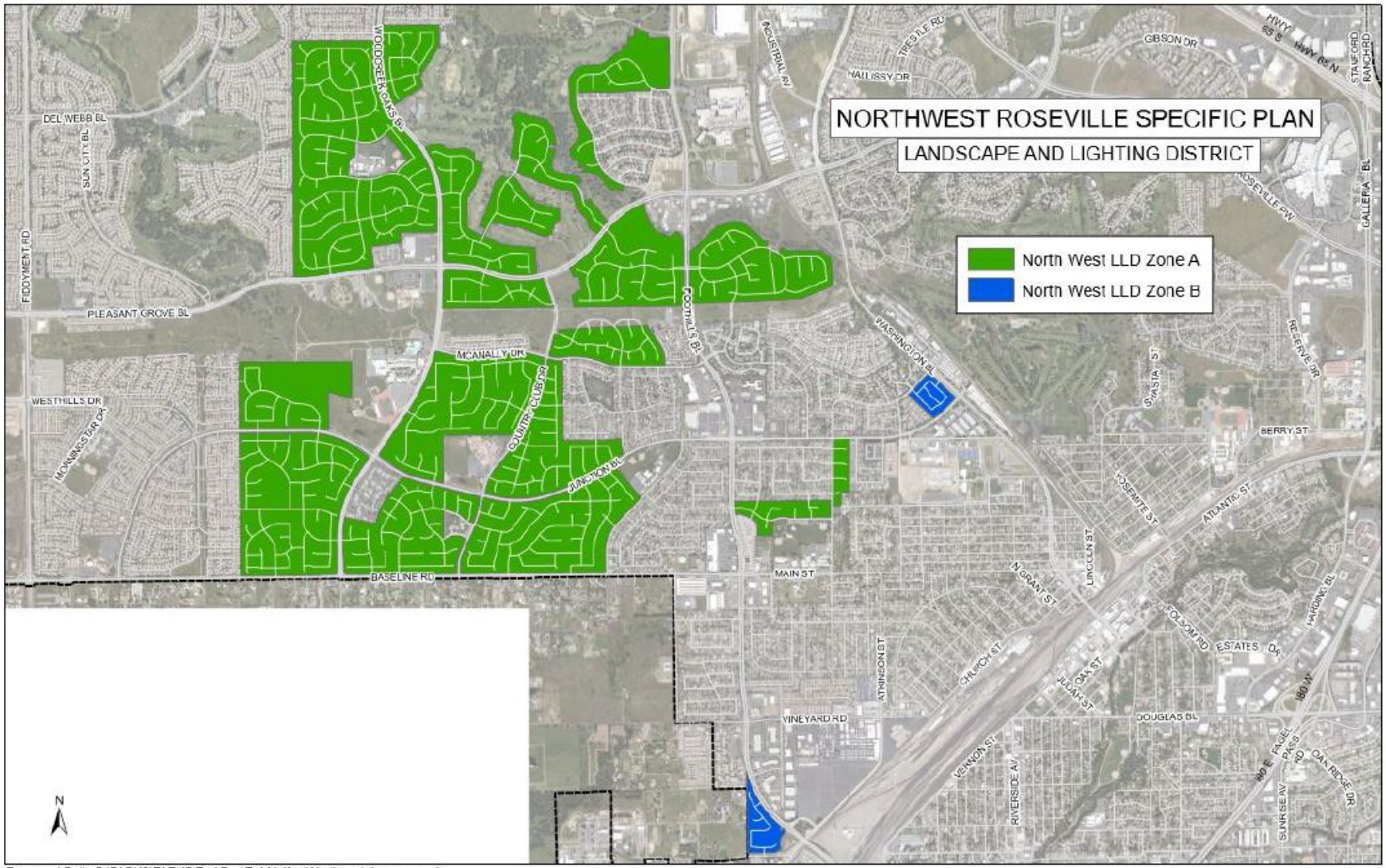
Transfer from/(to) the Operating Reserve — The amount of Rehabilitation Reserve

monies to be transferred to or from the Operating Reserve. Periodically, funds held in a Rehabilitation Reserve may be needed to respond to changing maintenance needs of the improvements or other factors. Accordingly, any or all funds held in a Rehabilitation Reserve are subject to transfer into the same zone's Operating Reserve, at the discretion of the Parks and Recreation Department, in order to provide for the maintenance and operation of the improvements. If zero, this line item may not be shown in the budget.

Ending Rehab Reserve Balance 6-30-2023 (est.) - The projected balance of funds in the Rehabilitation Reserve as of June 30, 2023. These funds shall be used to provide for future year rehabilitation projects, replacements, restorations or upgrades of District improvements which cannot be conveniently raised from a single year's assessment.

APPENDIX A – ZONE DIAGRAM

The District Diagram and Zone Diagram showing the boundaries of the District and of each Zone have previously been submitted to the City Clerk in the format required under the Act and are, by reference, hereby made part of this Report. For general reference purposes, a rendering of the boundaries of the District and of each Zone is represented on the following page.


NORTHWEST ROSEVILLE SPECIFIC PLAN
LANDSCAPE AND LIGHTING DISTRICT
North West LLD Zone A
North West LLD Zone B
N
Document Path: B:\PARKS\PARKS\ParkDev\RobMulford\Northwest_Imagery.mxd

APPENDIX B — 2022/2023 ASSESSMENT ROLL

Parcel identification, for each lot or parcel within the District, shall be the parcel as shown on the Placer County Assessor's map for the year in which this Report is prepared.

Due to the size of the Assessment Roll, a listing of the balloted parcels to be assessed within this District, along with the proposed assessment amounts, shall be submitted to the City Clerk, under a separate cover, and by reference is made part of this Report.

Non-assessable lots or parcels may include areas of public streets and other roadways (typically not assigned an APN by the County); dedicated public easements, open space areas and rights-of-way including public greenbelts and parkways; utility rights-of-ways; common areas; landlocked parcels, small parcels vacated by the County, bifurcated lots, and any other property that cannot be developed. These types of parcels are considered to receive little or no benefit from the improvements and are therefore exempted from assessment.

Upon approval of the Engineer's Annual Levy Report, and confirmation of the assessments, the assessment information will be submitted to the County Auditor/Controller and included on the property tax roll in Fiscal Year 2022/2023. If the parcels or assessment numbers within the District and referenced in this Report, are re-numbered, re-apportioned or changed by the County Assessor's Office after approval of the Report, the new parcel or assessment numbers with the appropriate assessment amount will be submitted to the County Auditor/Controller. If the parcel change made by the County includes a parcel split, parcel merger or tax status change, the assessment amount submitted on the new parcels or assessment numbers will be based on the method of apportionment and levy amount approved in this Report by the City Council.

City of Roseville
Northwest Roseville Specific Plan Landscaping and Lighting District
FY 2022/2023 Assessment Roll - Zone A

APN	Zone	EBU	Balloted Maximum Assessment Rate	Balloted Maximum Assessment
011-270-001-000	A	1.00	$260.00	$260.00
011-270-002-000	A	1.00	260.00	260.00
011-270-003-000	A	1.00	260.00	260.00
011-270-004-000	A	1.00	260.00	260.00
011-270-005-000	A	1.00	260.00	260.00
011-270-006-000	A	1.00	260.00	260.00
011-270-007-000	A	1.00	260.00	260.00
011-270-008-000	A	1.00	260.00	260.00
011-270-009-000	A	1.00	260.00	260.00
011-270-010-000	A	1.00	260.00	260.00
011-270-011-000	A	1.00	260.00	260.00
011-270-012-000	A	1.00	260.00	260.00
011-270-013-000	A	1.00	260.00	260.00
011-270-014-000	A	1.00	260.00	260.00
011-270-015-000	A	1.00	260.00	260.00
011-270-016-000	A	1.00	260.00	260.00
011-270-017-000	A	1.00	260.00	260.00
011-270-018-000	A	1.00	260.00	260.00
011-270-019-000	A	1.00	260.00	260.00
011-270-020-000	A	1.00	260.00	260.00
011-270-021-000	A	-	260.00	0.00
011-280-002-000	A	1.00	260.00	260.00
011-280-003-000	A	1.00	260.00	260.00
011-280-004-000	A	1.00	260.00	260.00
011-280-005-000	A	1.00	260.00	260.00
011-280-006-000	A	1.00	260.00	260.00
011-280-010-000	A	1.00	260.00	260.00
011-280-011-000	A	1.00	260.00	260.00
011-280-012-000	A	1.00	260.00	260.00
011-280-014-000	A	1.00	260.00	260.00
011-280-015-000	A	1.00	260.00	260.00
011-280-016-000	A	1.00	260.00	260.00
011-280-017-000	A	1.00	260.00	260.00
011-280-019-000	A	1.00	260.00	260.00
011-280-024-000	A	1.00	260.00	260.00
011-280-026-000	A	1.00	260.00	260.00
475-060-001-000	A	1.00	260.00	260.00
475-060-002-000	A	1.00	260.00	260.00
475-060-003-000	A	1.00	260.00	260.00
475-060-004-000	A	1.00	260.00	260.00
475-060-005-000	A	1.00	260.00	260.00
475-060-006-000	A	1.00	260.00	260.00
475-060-007-000	A	1.00	260.00	260.00
475-060-008-000	A	1.00	260.00	260.00
475-060-009-000	A	1.00	260.00	260.00
475-060-010-000	A	1.00	260.00	260.00
475-060-011-000	A	1.00	260.00	260.00
475-060-012-000	A	1.00	260.00	260.00
475-060-013-000	A	1.00	260.00	260.00
475-060-014-000	A	1.00	260.00	260.00
475-060-015-000	A	1.00	260.00	260.00
475-060-016-000	A	1.00	260.00	260.00
475-060-017-000	A	1.00	260.00	260.00
475-060-018-000	A	1.00	260.00	260.00
475-060-019-000	A	1.00	260.00	260.00

City of Roseville
Northwest Roseville Specific Plan Landscaping and Lighting District
FY 2022/2023 Assessment Roll - Zone A

APN	Zone	EBU	Balloted Maximum Assessment Rate	Balloted Maximum Assessment
475-060-020-000	A	1.00	260.00	260.00
475-060-021-000	A	1.00	260.00	260.00
475-060-022-000	A	1.00	260.00	260.00
475-060-023-000	A	1.00	260.00	260.00
475-060-024-000	A	1.00	260.00	260.00
475-060-025-000	A	1.00	260.00	260.00
475-060-026-000	A	1.00	260.00	260.00
475-060-027-000	A	1.00	260.00	260.00
475-060-028-000	A	1.00	260.00	260.00
475-060-029-000	A	1.00	260.00	260.00
475-060-030-000	A	1.00	260.00	260.00
475-060-031-000	A	1.00	260.00	260.00
475-060-032-000	A	1.00	260.00	260.00
475-060-036-000	A	1.00	260.00	260.00
475-060-037-000	A	1.00	260.00	260.00
475-060-038-000	A	1.00	260.00	260.00
475-060-039-000	A	1.00	260.00	260.00
475-060-040-000	A	1.00	260.00	260.00
475-060-041-000	A	1.00	260.00	260.00
475-060-046-000	A	1.00	260.00	260.00
475-060-047-000	A	1.00	260.00	260.00
475-060-048-000	A	1.00	260.00	260.00
475-060-049-000	A	1.00	260.00	260.00
475-060-050-000	A	1.00	260.00	260.00
475-060-051-000	A	1.00	260.00	260.00
475-060-052-000	A	1.00	260.00	260.00
475-060-053-000	A	1.00	260.00	260.00
475-060-054-000	A	1.00	260.00	260.00
475-060-055-000	A	1.00	260.00	260.00
475-060-056-000	A	1.00	260.00	260.00
475-060-057-000	A	1.00	260.00	260.00
475-060-058-000	A	1.00	260.00	260.00
475-060-059-000	A	1.00	260.00	260.00
475-060-060-000	A	1.00	260.00	260.00
475-090-001-000	A	1.00	260.00	260.00
475-090-002-000	A	1.00	260.00	260.00
475-090-003-000	A	1.00	260.00	260.00
475-090-004-000	A	1.00	260.00	260.00
475-090-005-000	A	1.00	260.00	260.00
475-090-006-000	A	1.00	260.00	260.00
475-090-007-000	A	1.00	260.00	260.00
475-090-008-000	A	1.00	260.00	260.00
475-090-009-000	A	1.00	260.00	260.00
475-090-010-000	A	1.00	260.00	260.00
475-090-011-000	A	1.00	260.00	260.00
475-090-012-000	A	1.00	260.00	260.00
475-090-013-000	A	1.00	260.00	260.00
475-090-014-000	A	1.00	260.00	260.00
475-090-015-000	A	1.00	260.00	260.00
475-090-016-000	A	1.00	260.00	260.00
475-090-017-000	A	1.00	260.00	260.00
475-090-018-000	A	1.00	260.00	260.00
476-100-002-000	A	1.00	260.00	260.00
476-100-003-000	A	1.00	260.00	260.00
476-100-004-000	A	1.00	260.00	260.00

City of Roseville
Northwest Roseville Specific Plan Landscaping and Lighting District
FY 2022/2023 Assessment Roll - Zone A

APN	Zone	EBU	Balloted Maximum Assessment Rate	Balloted Maximum Assessment
476-100-005-000	A	1.00	260.00	260.00
476-100-006-000	A	1.00	260.00	260.00
476-100-007-000	A	1.00	260.00	260.00
476-100-008-000	A	1.00	260.00	260.00
476-100-009-000	A	1.00	260.00	260.00
476-100-010-000	A	1.00	260.00	260.00
476-100-011-000	A	1.00	260.00	260.00
476-100-014-000	A	1.00	260.00	260.00
476-100-015-000	A	1.00	260.00	260.00
476-100-016-000	A	1.00	260.00	260.00
476-100-017-000	A	1.00	260.00	260.00
476-100-018-000	A	1.00	260.00	260.00
476-100-019-000	A	1.00	260.00	260.00
476-100-020-000	A	1.00	260.00	260.00
476-100-021-000	A	1.00	260.00	260.00
476-100-022-000	A	1.00	260.00	260.00
476-100-023-000	A	1.00	260.00	260.00
476-100-024-000	A	1.00	260.00	260.00
476-100-025-000	A	1.00	260.00	260.00
476-100-026-000	A	1.00	260.00	260.00
476-100-027-000	A	1.00	260.00	260.00
476-100-028-000	A	1.00	260.00	260.00
476-100-029-000	A	1.00	260.00	260.00
476-100-030-000	A	1.00	260.00	260.00
476-100-031-000	A	1.00	260.00	260.00
476-100-032-000	A	1.00	260.00	260.00
476-100-033-000	A	1.00	260.00	260.00
476-100-034-000	A	1.00	260.00	260.00
476-100-035-000	A	1.00	260.00	260.00
476-100-036-000	A	1.00	260.00	260.00
476-100-037-000	A	1.00	260.00	260.00
476-100-038-000	A	1.00	260.00	260.00
476-100-039-000	A	1.00	260.00	260.00
476-100-040-000	A	1.00	260.00	260.00
476-100-041-000	A	1.00	260.00	260.00
476-100-042-000	A	1.00	260.00	260.00
476-100-043-000	A	1.00	260.00	260.00
476-100-044-000	A	1.00	260.00	260.00
476-100-045-000	A	1.00	260.00	260.00
476-100-046-000	A	1.00	260.00	260.00
476-100-047-000	A	1.00	260.00	260.00
476-100-048-000	A	1.00	260.00	260.00
476-100-049-000	A	1.00	260.00	260.00
476-100-050-000	A	1.00	260.00	260.00
476-100-051-000	A	1.00	260.00	260.00
476-100-052-000	A	1.00	260.00	260.00
476-100-053-000	A	1.00	260.00	260.00
476-100-054-000	A	1.00	260.00	260.00
476-100-055-000	A	1.00	260.00	260.00
476-100-056-000	A	1.00	260.00	260.00
476-100-057-000	A	1.00	260.00	260.00
476-100-058-000	A	1.00	260.00	260.00
476-100-059-000	A	1.00	260.00	260.00
476-100-060-000	A	1.00	260.00	260.00
476-100-061-000	A	1.00	260.00	260.00

City of Roseville
Northwest Roseville Specific Plan Landscaping and Lighting District
FY 2022/2023 Assessment Roll - Zone A

APN	Zone	EBU	Balloted Maximum Assessment Rate	Balloted Maximum Assessment
476-100-062-000	A	1.00	260.00	260.00
476-100-063-000	A	1.00	260.00	260.00
476-100-064-000	A	1.00	260.00	260.00
476-100-065-000	A	1.00	260.00	260.00
476-100-066-000	A	1.00	260.00	260.00
476-100-067-000	A	1.00	260.00	260.00
476-100-068-000	A	1.00	260.00	260.00
476-110-002-000	A	1.00	260.00	260.00
476-110-003-000	A	1.00	260.00	260.00
476-110-004-000	A	1.00	260.00	260.00
476-110-005-000	A	1.00	260.00	260.00
476-110-006-000	A	1.00	260.00	260.00
476-110-007-000	A	1.00	260.00	260.00
476-110-008-000	A	1.00	260.00	260.00
476-110-009-000	A	1.00	260.00	260.00
476-110-010-000	A	1.00	260.00	260.00
476-110-011-000	A	1.00	260.00	260.00
476-110-012-000	A	1.00	260.00	260.00
476-110-013-000	A	1.00	260.00	260.00
476-110-014-000	A	1.00	260.00	260.00
476-110-015-000	A	1.00	260.00	260.00
476-110-016-000	A	1.00	260.00	260.00
476-110-017-000	A	1.00	260.00	260.00
476-110-018-000	A	1.00	260.00	260.00
476-110-019-000	A	1.00	260.00	260.00
476-110-020-000	A	1.00	260.00	260.00
476-110-021-000	A	1.00	260.00	260.00
476-110-022-000	A	1.00	260.00	260.00
476-110-023-000	A	1.00	260.00	260.00
476-110-024-000	A	1.00	260.00	260.00
476-110-025-000	A	1.00	260.00	260.00
476-110-026-000	A	1.00	260.00	260.00
476-110-027-000	A	1.00	260.00	260.00
476-110-028-000	A	1.00	260.00	260.00
476-110-029-000	A	1.00	260.00	260.00
476-110-030-000	A	1.00	260.00	260.00
476-110-031-000	A	1.00	260.00	260.00
476-110-032-000	A	1.00	260.00	260.00
476-110-033-000	A	1.00	260.00	260.00
476-110-034-000	A	1.00	260.00	260.00
476-110-035-000	A	1.00	260.00	260.00
476-110-036-000	A	1.00	260.00	260.00
476-110-037-000	A	1.00	260.00	260.00
476-110-038-000	A	1.00	260.00	260.00
476-110-039-000	A	1.00	260.00	260.00
476-110-040-000	A	1.00	260.00	260.00
476-110-041-000	A	1.00	260.00	260.00
476-110-042-000	A	1.00	260.00	260.00
476-110-043-000	A	1.00	260.00	260.00
476-110-044-000	A	1.00	260.00	260.00
476-110-045-000	A	1.00	260.00	260.00
476-110-046-000	A	1.00	260.00	260.00
476-110-047-000	A	1.00	260.00	260.00
476-110-048-000	A	1.00	260.00	260.00
476-110-049-000	A	1.00	260.00	260.00

City of Roseville
Northwest Roseville Specific Plan Landscaping and Lighting District
FY 2022/2023 Assessment Roll - Zone A

APN	Zone	EBU	Balloted Maximum Assessment Rate	Balloted Maximum Assessment
476-110-050-000	A	1.00	260.00	260.00
476-110-051-000	A	1.00	260.00	260.00
476-110-052-000	A	1.00	260.00	260.00
476-110-053-000	A	1.00	260.00	260.00
476-110-054-000	A	1.00	260.00	260.00
476-110-055-000	A	1.00	260.00	260.00
476-110-056-000	A	1.00	260.00	260.00
476-110-057-000	A	1.00	260.00	260.00
476-110-058-000	A	1.00	260.00	260.00
476-110-059-000	A	1.00	260.00	260.00
476-110-060-000	A	1.00	260.00	260.00
476-110-061-000	A	1.00	260.00	260.00
476-110-062-000	A	1.00	260.00	260.00
476-110-063-000	A	1.00	260.00	260.00
476-110-064-000	A	1.00	260.00	260.00
476-110-065-000	A	1.00	260.00	260.00
476-110-066-000	A	1.00	260.00	260.00
476-110-067-000	A	1.00	260.00	260.00
476-120-001-000	A	1.00	260.00	260.00
476-120-002-000	A	1.00	260.00	260.00
476-120-003-000	A	1.00	260.00	260.00
476-120-004-000	A	1.00	260.00	260.00
476-120-005-000	A	1.00	260.00	260.00
476-120-006-000	A	1.00	260.00	260.00
476-120-007-000	A	1.00	260.00	260.00
476-120-008-000	A	1.00	260.00	260.00
476-120-009-000	A	1.00	260.00	260.00
476-120-010-000	A	1.00	260.00	260.00
476-120-011-000	A	1.00	260.00	260.00
476-120-012-000	A	1.00	260.00	260.00
476-120-013-000	A	1.00	260.00	260.00
476-120-014-000	A	1.00	260.00	260.00
476-120-015-000	A	1.00	260.00	260.00
476-120-016-000	A	1.00	260.00	260.00
476-120-017-000	A	1.00	260.00	260.00
476-120-018-000	A	1.00	260.00	260.00
476-120-019-000	A	1.00	260.00	260.00
476-120-020-000	A	1.00	260.00	260.00
476-120-021-000	A	1.00	260.00	260.00
476-120-022-000	A	1.00	260.00	260.00
476-120-023-000	A	1.00	260.00	260.00
476-120-024-000	A	1.00	260.00	260.00
476-120-025-000	A	1.00	260.00	260.00
476-120-026-000	A	1.00	260.00	260.00
476-120-027-000	A	1.00	260.00	260.00
476-120-028-000	A	1.00	260.00	260.00
476-120-029-000	A	1.00	260.00	260.00
476-120-030-000	A	1.00	260.00	260.00
476-120-031-000	A	1.00	260.00	260.00
476-120-032-000	A	1.00	260.00	260.00
476-120-033-000	A	1.00	260.00	260.00
476-120-034-000	A	1.00	260.00	260.00
476-120-035-000	A	1.00	260.00	260.00
476-120-036-000	A	1.00	260.00	260.00
476-120-037-000	A	1.00	260.00	260.00

City of Roseville
Northwest Roseville Specific Plan Landscaping and Lighting District
FY 2022/2023 Assessment Roll - Zone A

APN	Zone	EBU	Balloted Maximum Assessment Rate	Balloted Maximum Assessment
476-120-038-000	A	1.00	260.00	260.00
476-120-039-000	A	1.00	260.00	260.00
476-120-040-000	A	1.00	260.00	260.00
476-120-041-000	A	1.00	260.00	260.00
476-120-042-000	A	1.00	260.00	260.00
476-120-043-000	A	1.00	260.00	260.00
476-120-044-000	A	1.00	260.00	260.00
476-120-045-000	A	1.00	260.00	260.00
476-120-046-000	A	1.00	260.00	260.00
476-120-047-000	A	1.00	260.00	260.00
476-120-048-000	A	1.00	260.00	260.00
476-120-049-000	A	1.00	260.00	260.00
476-120-050-000	A	1.00	260.00	260.00
476-120-051-000	A	1.00	260.00	260.00
476-120-052-000	A	1.00	260.00	260.00
476-120-053-000	A	1.00	260.00	260.00
476-120-054-000	A	1.00	260.00	260.00
476-120-055-000	A	1.00	260.00	260.00
476-120-056-000	A	1.00	260.00	260.00
476-120-057-000	A	1.00	260.00	260.00
476-120-058-000	A	1.00	260.00	260.00
476-120-059-000	A	1.00	260.00	260.00
476-120-060-000	A	1.00	260.00	260.00
476-120-061-000	A	1.00	260.00	260.00
476-120-062-000	A	1.00	260.00	260.00
476-120-063-000	A	1.00	260.00	260.00
476-120-064-000	A	1.00	260.00	260.00
476-120-065-000	A	1.00	260.00	260.00
476-120-066-000	A	1.00	260.00	260.00
476-120-067-000	A	1.00	260.00	260.00
476-120-068-000	A	1.00	260.00	260.00
476-120-069-000	A	1.00	260.00	260.00
476-120-070-000	A	1.00	260.00	260.00
476-120-071-000	A	1.00	260.00	260.00
476-120-072-000	A	1.00	260.00	260.00
476-120-073-000	A	1.00	260.00	260.00
476-120-074-000	A	1.00	260.00	260.00
476-130-001-000	A	1.00	260.00	260.00
476-130-002-000	A	1.00	260.00	260.00
476-130-003-000	A	1.00	260.00	260.00
476-130-004-000	A	1.00	260.00	260.00
476-130-005-000	A	1.00	260.00	260.00
476-130-006-000	A	1.00	260.00	260.00
476-130-007-000	A	1.00	260.00	260.00
476-130-008-000	A	1.00	260.00	260.00
476-130-009-000	A	1.00	260.00	260.00
476-130-010-000	A	1.00	260.00	260.00
476-130-011-000	A	1.00	260.00	260.00
476-130-012-000	A	1.00	260.00	260.00
476-130-013-000	A	1.00	260.00	260.00
476-130-014-000	A	1.00	260.00	260.00
476-130-015-000	A	1.00	260.00	260.00
476-130-016-000	A	1.00	260.00	260.00
476-130-017-000	A	1.00	260.00	260.00
476-130-018-000	A	1.00	260.00	260.00

City of Roseville
Northwest Roseville Specific Plan Landscaping and Lighting District
FY 2022/2023 Assessment Roll - Zone A

APN	Zone	EBU	Balloted Maximum Assessment Rate	Balloted Maximum Assessment
476-130-019-000	A	1.00	260.00	260.00
476-130-020-000	A	1.00	260.00	260.00
476-130-021-000	A	1.00	260.00	260.00
476-130-022-000	A	1.00	260.00	260.00
476-130-023-000	A	1.00	260.00	260.00
476-130-024-000	A	1.00	260.00	260.00
476-130-025-000	A	1.00	260.00	260.00
476-130-026-000	A	1.00	260.00	260.00
476-130-027-000	A	1.00	260.00	260.00
476-130-028-000	A	1.00	260.00	260.00
476-130-029-000	A	1.00	260.00	260.00
476-130-030-000	A	1.00	260.00	260.00
476-130-031-000	A	1.00	260.00	260.00
476-130-032-000	A	1.00	260.00	260.00
476-130-033-000	A	1.00	260.00	260.00
476-130-034-000	A	1.00	260.00	260.00
476-130-035-000	A	1.00	260.00	260.00
476-130-036-000	A	1.00	260.00	260.00
476-130-037-000	A	1.00	260.00	260.00
476-130-038-000	A	1.00	260.00	260.00
476-130-039-000	A	1.00	260.00	260.00
476-130-040-000	A	1.00	260.00	260.00
476-130-041-000	A	1.00	260.00	260.00
476-130-042-000	A	1.00	260.00	260.00
476-130-043-000	A	1.00	260.00	260.00
476-130-044-000	A	1.00	260.00	260.00
476-130-045-000	A	1.00	260.00	260.00
476-130-046-000	A	1.00	260.00	260.00
476-130-047-000	A	1.00	260.00	260.00
476-130-048-000	A	1.00	260.00	260.00
476-130-049-000	A	1.00	260.00	260.00
476-130-050-000	A	1.00	260.00	260.00
476-130-051-000	A	1.00	260.00	260.00
476-130-052-000	A	1.00	260.00	260.00
476-130-053-000	A	1.00	260.00	260.00
476-130-054-000	A	1.00	260.00	260.00
476-130-055-000	A	1.00	260.00	260.00
476-130-056-000	A	1.00	260.00	260.00
476-130-057-000	A	1.00	260.00	260.00
476-130-058-000	A	1.00	260.00	260.00
476-130-059-000	A	1.00	260.00	260.00
476-130-060-000	A	1.00	260.00	260.00
476-130-061-000	A	1.00	260.00	260.00
476-130-062-000	A	1.00	260.00	260.00
476-130-063-000	A	1.00	260.00	260.00
476-130-064-000	A	1.00	260.00	260.00
476-130-065-000	A	1.00	260.00	260.00
476-130-066-000	A	1.00	260.00	260.00
476-130-067-000	A	1.00	260.00	260.00
476-130-068-000	A	1.00	260.00	260.00
476-130-069-000	A	1.00	260.00	260.00
476-130-070-000	A	1.00	260.00	260.00
476-130-071-000	A	1.00	260.00	260.00
476-130-072-000	A	1.00	260.00	260.00
476-130-073-000	A	1.00	260.00	260.00

City of Roseville
Northwest Roseville Specific Plan Landscaping and Lighting District
FY 2022/2023 Assessment Roll - Zone A

APN	Zone	EBU	Balloted Maximum Assessment Rate	Balloted Maximum Assessment
476-130-074-000	A	1.00	260.00	260.00
476-150-001-000	A	1.00	260.00	260.00
476-150-002-000	A	1.00	260.00	260.00
476-150-003-000	A	1.00	260.00	260.00
476-150-004-000	A	1.00	260.00	260.00
476-150-005-000	A	1.00	260.00	260.00
476-150-006-000	A	1.00	260.00	260.00
476-150-007-000	A	1.00	260.00	260.00
476-150-008-000	A	1.00	260.00	260.00
476-150-009-000	A	1.00	260.00	260.00
476-150-010-000	A	1.00	260.00	260.00
476-150-011-000	A	1.00	260.00	260.00
476-150-012-000	A	1.00	260.00	260.00
476-150-013-000	A	1.00	260.00	260.00
476-150-014-000	A	1.00	260.00	260.00
476-150-015-000	A	1.00	260.00	260.00
476-150-016-000	A	1.00	260.00	260.00
476-150-017-000	A	1.00	260.00	260.00
476-150-018-000	A	1.00	260.00	260.00
476-150-019-000	A	1.00	260.00	260.00
476-150-020-000	A	1.00	260.00	260.00
476-150-021-000	A	1.00	260.00	260.00
476-150-022-000	A	1.00	260.00	260.00
476-150-023-000	A	1.00	260.00	260.00
476-150-024-000	A	1.00	260.00	260.00
476-150-025-000	A	1.00	260.00	260.00
476-150-026-000	A	1.00	260.00	260.00
476-150-027-000	A	1.00	260.00	260.00
476-150-028-000	A	1.00	260.00	260.00
476-150-029-000	A	1.00	260.00	260.00
476-150-030-000	A	1.00	260.00	260.00
476-150-031-000	A	1.00	260.00	260.00
476-150-032-000	A	1.00	260.00	260.00
476-150-033-000	A	1.00	260.00	260.00
476-150-034-000	A	1.00	260.00	260.00
476-150-035-000	A	1.00	260.00	260.00
476-150-036-000	A	1.00	260.00	260.00
476-160-001-000	A	1.00	260.00	260.00
476-160-002-000	A	1.00	260.00	260.00
476-160-003-000	A	1.00	260.00	260.00
476-160-004-000	A	1.00	260.00	260.00
476-160-005-000	A	1.00	260.00	260.00
476-160-006-000	A	1.00	260.00	260.00
476-160-007-000	A	1.00	260.00	260.00
476-160-008-000	A	1.00	260.00	260.00
476-160-009-000	A	1.00	260.00	260.00
476-160-010-000	A	1.00	260.00	260.00
476-160-011-000	A	1.00	260.00	260.00
476-160-012-000	A	1.00	260.00	260.00
476-160-013-000	A	1.00	260.00	260.00
476-160-014-000	A	1.00	260.00	260.00
476-160-015-000	A	1.00	260.00	260.00
476-160-016-000	A	1.00	260.00	260.00
476-160-017-000	A	1.00	260.00	260.00
476-160-018-000	A	1.00	260.00	260.00

City of Roseville
Northwest Roseville Specific Plan Landscaping and Lighting District
FY 2022/2023 Assessment Roll - Zone A

APN	Zone	EBU	Balloted Maximum Assessment Rate	Balloted Maximum Assessment
476-160-019-000	A	1.00	260.00	260.00
476-160-020-000	A	1.00	260.00	260.00
476-160-021-000	A	1.00	260.00	260.00
476-160-022-000	A	1.00	260.00	260.00
476-160-023-000	A	1.00	260.00	260.00
476-160-024-000	A	1.00	260.00	260.00
476-160-025-000	A	1.00	260.00	260.00
476-160-026-000	A	1.00	260.00	260.00
476-160-027-000	A	1.00	260.00	260.00
476-160-028-000	A	1.00	260.00	260.00
476-160-029-000	A	1.00	260.00	260.00
476-160-030-000	A	1.00	260.00	260.00
476-160-031-000	A	1.00	260.00	260.00
476-160-032-000	A	1.00	260.00	260.00
476-160-033-000	A	1.00	260.00	260.00
476-160-034-000	A	1.00	260.00	260.00
476-160-035-000	A	1.00	260.00	260.00
476-160-036-000	A	1.00	260.00	260.00
476-160-037-000	A	1.00	260.00	260.00
476-170-001-000	A	1.00	260.00	260.00
476-170-002-000	A	1.00	260.00	260.00
476-170-003-000	A	1.00	260.00	260.00
476-170-004-000	A	1.00	260.00	260.00
476-170-005-000	A	1.00	260.00	260.00
476-170-006-000	A	1.00	260.00	260.00
476-170-007-000	A	1.00	260.00	260.00
476-170-008-000	A	1.00	260.00	260.00
476-170-009-000	A	1.00	260.00	260.00
476-170-010-000	A	1.00	260.00	260.00
476-170-011-000	A	1.00	260.00	260.00
476-170-012-000	A	1.00	260.00	260.00
476-170-013-000	A	1.00	260.00	260.00
476-170-014-000	A	1.00	260.00	260.00
476-170-015-000	A	1.00	260.00	260.00
476-170-016-000	A	1.00	260.00	260.00
476-170-017-000	A	1.00	260.00	260.00
476-170-018-000	A	1.00	260.00	260.00
476-170-019-000	A	1.00	260.00	260.00
476-170-020-000	A	1.00	260.00	260.00
476-170-021-000	A	1.00	260.00	260.00
476-170-022-000	A	1.00	260.00	260.00
476-170-023-000	A	1.00	260.00	260.00
476-170-024-000	A	1.00	260.00	260.00
476-170-025-000	A	1.00	260.00	260.00
476-170-026-000	A	1.00	260.00	260.00
476-170-027-000	A	1.00	260.00	260.00
476-170-028-000	A	1.00	260.00	260.00
476-170-029-000	A	1.00	260.00	260.00
476-170-030-000	A	1.00	260.00	260.00
476-170-031-000	A	1.00	260.00	260.00
476-170-032-000	A	1.00	260.00	260.00
476-170-033-000	A	1.00	260.00	260.00
476-170-034-000	A	1.00	260.00	260.00
476-170-035-000	A	1.00	260.00	260.00
476-170-036-000	A	1.00	260.00	260.00

City of Roseville
Northwest Roseville Specific Plan Landscaping and Lighting District
FY 2022/2023 Assessment Roll - Zone A

APN	Zone	EBU	Balloted Maximum Assessment Rate	Balloted Maximum Assessment
476-170-037-000	A	1.00	260.00	260.00
476-170-038-000	A	1.00	260.00	260.00
476-170-039-000	A	1.00	260.00	260.00
476-170-040-000	A	1.00	260.00	260.00
476-170-041-000	A	1.00	260.00	260.00
476-170-042-000	A	1.00	260.00	260.00
476-170-043-000	A	1.00	260.00	260.00
476-170-044-000	A	1.00	260.00	260.00
476-170-045-000	A	1.00	260.00	260.00
476-170-046-000	A	1.00	260.00	260.00
476-170-047-000	A	1.00	260.00	260.00
476-170-048-000	A	1.00	260.00	260.00
476-170-049-000	A	1.00	260.00	260.00
476-170-050-000	A	1.00	260.00	260.00
476-170-051-000	A	1.00	260.00	260.00
476-170-052-000	A	1.00	260.00	260.00
476-170-053-000	A	1.00	260.00	260.00
476-170-054-000	A	1.00	260.00	260.00
476-170-055-000	A	1.00	260.00	260.00
476-170-056-000	A	1.00	260.00	260.00
476-170-057-000	A	1.00	260.00	260.00
476-170-058-000	A	1.00	260.00	260.00
476-170-059-000	A	1.00	260.00	260.00
476-170-060-000	A	1.00	260.00	260.00
476-170-061-000	A	1.00	260.00	260.00
476-170-062-000	A	1.00	260.00	260.00
476-170-063-000	A	1.00	260.00	260.00
476-170-064-000	A	1.00	260.00	260.00
476-170-065-000	A	1.00	260.00	260.00
476-170-066-000	A	1.00	260.00	260.00
476-170-067-000	A	1.00	260.00	260.00
476-170-068-000	A	1.00	260.00	260.00
476-170-069-000	A	1.00	260.00	260.00
476-170-070-000	A	1.00	260.00	260.00
476-170-071-000	A	1.00	260.00	260.00
476-170-072-000	A	1.00	260.00	260.00
476-180-001-000	A	1.00	260.00	260.00
476-180-002-000	A	1.00	260.00	260.00
476-180-003-000	A	1.00	260.00	260.00
476-180-004-000	A	1.00	260.00	260.00
476-180-005-000	A	1.00	260.00	260.00
476-180-006-000	A	1.00	260.00	260.00
476-180-007-000	A	1.00	260.00	260.00
476-180-008-000	A	1.00	260.00	260.00
476-180-009-000	A	1.00	260.00	260.00
476-180-010-000	A	1.00	260.00	260.00
476-180-011-000	A	1.00	260.00	260.00
476-180-012-000	A	1.00	260.00	260.00
476-180-013-000	A	1.00	260.00	260.00
476-180-014-000	A	1.00	260.00	260.00
476-180-015-000	A	1.00	260.00	260.00
476-180-016-000	A	1.00	260.00	260.00
476-180-017-000	A	1.00	260.00	260.00
476-180-018-000	A	1.00	260.00	260.00
476-180-019-000	A	1.00	260.00	260.00

City of Roseville
Northwest Roseville Specific Plan Landscaping and Lighting District
FY 2022/2023 Assessment Roll - Zone A

APN	Zone	EBU	Balloted Maximum Assessment Rate	Balloted Maximum Assessment
476-180-020-000	A	1.00	260.00	260.00
476-180-021-000	A	1.00	260.00	260.00
476-180-022-000	A	1.00	260.00	260.00
476-180-023-000	A	1.00	260.00	260.00
476-180-024-000	A	1.00	260.00	260.00
476-180-025-000	A	1.00	260.00	260.00
476-180-026-000	A	1.00	260.00	260.00
476-180-027-000	A	1.00	260.00	260.00
476-180-028-000	A	1.00	260.00	260.00
476-180-029-000	A	1.00	260.00	260.00
476-180-030-000	A	1.00	260.00	260.00
476-180-031-000	A	1.00	260.00	260.00
476-180-032-000	A	1.00	260.00	260.00
476-180-033-000	A	1.00	260.00	260.00
476-180-034-000	A	1.00	260.00	260.00
476-180-035-000	A	1.00	260.00	260.00
476-180-036-000	A	1.00	260.00	260.00
476-180-037-000	A	1.00	260.00	260.00
476-180-038-000	A	1.00	260.00	260.00
476-180-039-000	A	1.00	260.00	260.00
476-180-040-000	A	1.00	260.00	260.00
476-180-041-000	A	1.00	260.00	260.00
476-180-042-000	A	1.00	260.00	260.00
476-180-043-000	A	1.00	260.00	260.00
476-180-044-000	A	1.00	260.00	260.00
476-180-045-000	A	1.00	260.00	260.00
476-180-046-000	A	1.00	260.00	260.00
476-180-047-000	A	1.00	260.00	260.00
476-180-048-000	A	1.00	260.00	260.00
476-180-049-000	A	1.00	260.00	260.00
476-180-050-000	A	1.00	260.00	260.00
476-180-051-000	A	1.00	260.00	260.00
476-180-052-000	A	1.00	260.00	260.00
476-180-053-000	A	1.00	260.00	260.00
476-180-054-000	A	1.00	260.00	260.00
476-180-055-000	A	1.00	260.00	260.00
476-180-056-000	A	1.00	260.00	260.00
476-180-057-000	A	1.00	260.00	260.00
476-180-058-000	A	1.00	260.00	260.00
476-180-059-000	A	1.00	260.00	260.00
476-180-060-000	A	1.00	260.00	260.00
476-180-061-000	A	1.00	260.00	260.00
476-180-062-000	A	1.00	260.00	260.00
476-180-063-000	A	1.00	260.00	260.00
476-180-064-000	A	1.00	260.00	260.00
476-180-065-000	A	1.00	260.00	260.00
476-180-066-000	A	1.00	260.00	260.00
476-180-067-000	A	1.00	260.00	260.00
476-180-068-000	A	1.00	260.00	260.00
476-180-069-000	A	1.00	260.00	260.00
476-180-070-000	A	1.00	260.00	260.00
476-180-071-000	A	1.00	260.00	260.00
476-180-072-000	A	1.00	260.00	260.00
476-180-073-000	A	1.00	260.00	260.00
476-180-074-000	A	1.00	260.00	260.00

City of Roseville
Northwest Roseville Specific Plan Landscaping and Lighting District
FY 2022/2023 Assessment Roll - Zone A

APN	Zone	EBU	Balloted Maximum Assessment Rate	Balloted Maximum Assessment
476-180-075-000	A	1.00	260.00	260.00
476-180-076-000	A	1.00	260.00	260.00
476-180-077-000	A	1.00	260.00	260.00
476-200-001-000	A	1.00	260.00	260.00
476-200-002-000	A	1.00	260.00	260.00
476-200-003-000	A	1.00	260.00	260.00
476-200-004-000	A	1.00	260.00	260.00
476-200-005-000	A	1.00	260.00	260.00
476-200-006-000	A	1.00	260.00	260.00
476-200-007-000	A	1.00	260.00	260.00
476-200-008-000	A	1.00	260.00	260.00
476-200-009-000	A	1.00	260.00	260.00
476-200-010-000	A	1.00	260.00	260.00
476-200-011-000	A	1.00	260.00	260.00
476-200-012-000	A	1.00	260.00	260.00
476-200-013-000	A	1.00	260.00	260.00
476-200-014-000	A	1.00	260.00	260.00
476-200-015-000	A	1.00	260.00	260.00
476-200-016-000	A	1.00	260.00	260.00
476-200-017-000	A	1.00	260.00	260.00
476-200-018-000	A	1.00	260.00	260.00
476-200-019-000	A	1.00	260.00	260.00
476-200-020-000	A	1.00	260.00	260.00
476-200-021-000	A	1.00	260.00	260.00
476-200-022-000	A	1.00	260.00	260.00
476-200-027-000	A	1.00	260.00	260.00
476-200-031-000	A	1.00	260.00	260.00
476-200-033-000	A	1.00	260.00	260.00
476-200-034-000	A	1.00	260.00	260.00
476-200-035-000	A	1.00	260.00	260.00
476-200-036-000	A	1.00	260.00	260.00
476-210-001-000	A	1.00	260.00	260.00
476-210-002-000	A	1.00	260.00	260.00
476-210-003-000	A	1.00	260.00	260.00
476-210-004-000	A	1.00	260.00	260.00
476-210-005-000	A	1.00	260.00	260.00
476-210-006-000	A	1.00	260.00	260.00
476-210-007-000	A	1.00	260.00	260.00
476-210-008-000	A	1.00	260.00	260.00
476-210-009-000	A	1.00	260.00	260.00
476-210-010-000	A	1.00	260.00	260.00
476-210-011-000	A	1.00	260.00	260.00
476-210-012-000	A	1.00	260.00	260.00
476-210-013-000	A	1.00	260.00	260.00
476-210-014-000	A	1.00	260.00	260.00
476-210-015-000	A	1.00	260.00	260.00
476-210-016-000	A	1.00	260.00	260.00
476-210-017-000	A	1.00	260.00	260.00
476-210-018-000	A	1.00	260.00	260.00
476-210-019-000	A	1.00	260.00	260.00
476-210-020-000	A	1.00	260.00	260.00
476-210-021-000	A	1.00	260.00	260.00
476-210-022-000	A	1.00	260.00	260.00
476-210-023-000	A	1.00	260.00	260.00
476-210-024-000	A	1.00	260.00	260.00

City of Roseville
Northwest Roseville Specific Plan Landscaping and Lighting District
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APN	Zone	EBU	Balloted Maximum Assessment Rate	Balloted Maximum Assessment
476-210-025-000	A	1.00	260.00	260.00
476-210-026-000	A	1.00	260.00	260.00
476-210-027-000	A	1.00	260.00	260.00
476-210-028-000	A	1.00	260.00	260.00
476-210-029-000	A	1.00	260.00	260.00
476-210-030-000	A	1.00	260.00	260.00
476-210-031-000	A	1.00	260.00	260.00
476-210-032-000	A	1.00	260.00	260.00
476-210-033-000	A	1.00	260.00	260.00
476-210-034-000	A	1.00	260.00	260.00
476-210-035-000	A	1.00	260.00	260.00
476-210-036-000	A	1.00	260.00	260.00
476-210-037-000	A	1.00	260.00	260.00
476-210-038-000	A	1.00	260.00	260.00
476-210-039-000	A	1.00	260.00	260.00
476-210-040-000	A	1.00	260.00	260.00
476-210-041-000	A	1.00	260.00	260.00
476-210-042-000	A	1.00	260.00	260.00
476-210-043-000	A	1.00	260.00	260.00
476-210-044-000	A	1.00	260.00	260.00
476-210-045-000	A	1.00	260.00	260.00
476-210-046-000	A	1.00	260.00	260.00
476-210-047-000	A	1.00	260.00	260.00
476-210-048-000	A	1.00	260.00	260.00
476-220-001-000	A	1.00	260.00	260.00
476-220-002-000	A	1.00	260.00	260.00
476-220-003-000	A	1.00	260.00	260.00
476-220-004-000	A	1.00	260.00	260.00
476-220-005-000	A	1.00	260.00	260.00
476-220-006-000	A	1.00	260.00	260.00
476-220-007-000	A	1.00	260.00	260.00
476-220-008-000	A	1.00	260.00	260.00
476-220-009-000	A	1.00	260.00	260.00
476-220-010-000	A	1.00	260.00	260.00
476-220-011-000	A	1.00	260.00	260.00
476-220-012-000	A	1.00	260.00	260.00
476-220-013-000	A	1.00	260.00	260.00
476-220-014-000	A	1.00	260.00	260.00
476-220-015-000	A	1.00	260.00	260.00
476-220-016-000	A	1.00	260.00	260.00
476-220-017-000	A	1.00	260.00	260.00
476-220-018-000	A	1.00	260.00	260.00
476-220-019-000	A	1.00	260.00	260.00
476-220-020-000	A	1.00	260.00	260.00
476-220-021-000	A	1.00	260.00	260.00
476-220-022-000	A	1.00	260.00	260.00
476-220-023-000	A	1.00	260.00	260.00
476-220-024-000	A	1.00	260.00	260.00
476-220-025-000	A	1.00	260.00	260.00
476-220-026-000	A	1.00	260.00	260.00
476-220-027-000	A	1.00	260.00	260.00
476-220-028-000	A	1.00	260.00	260.00
476-220-029-000	A	1.00	260.00	260.00
476-220-030-000	A	1.00	260.00	260.00
476-220-031-000	A	1.00	260.00	260.00

City of Roseville
Northwest Roseville Specific Plan Landscaping and Lighting District
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APN	Zone	EBU	Balloted Maximum Assessment Rate	Balloted Maximum Assessment
476-220-032-000	A	1.00	260.00	260.00
476-220-033-000	A	1.00	260.00	260.00
476-220-034-000	A	1.00	260.00	260.00
476-220-035-000	A	1.00	260.00	260.00
476-220-036-000	A	1.00	260.00	260.00
476-220-037-000	A	1.00	260.00	260.00
476-220-038-000	A	1.00	260.00	260.00
476-220-039-000	A	1.00	260.00	260.00
476-220-040-000	A	1.00	260.00	260.00
476-220-041-000	A	1.00	260.00	260.00
476-220-042-000	A	1.00	260.00	260.00
476-220-043-000	A	1.00	260.00	260.00
476-220-044-000	A	1.00	260.00	260.00
476-220-045-000	A	1.00	260.00	260.00
476-230-001-000	A	1.00	260.00	260.00
476-230-002-000	A	1.00	260.00	260.00
476-230-003-000	A	1.00	260.00	260.00
476-230-004-000	A	1.00	260.00	260.00
476-230-005-000	A	1.00	260.00	260.00
476-230-006-000	A	1.00	260.00	260.00
476-230-007-000	A	1.00	260.00	260.00
476-230-008-000	A	1.00	260.00	260.00
476-230-009-000	A	1.00	260.00	260.00
476-230-010-000	A	1.00	260.00	260.00
476-230-011-000	A	1.00	260.00	260.00
476-230-012-000	A	1.00	260.00	260.00
476-230-013-000	A	1.00	260.00	260.00
476-230-014-000	A	1.00	260.00	260.00
476-230-015-000	A	1.00	260.00	260.00
476-230-016-000	A	1.00	260.00	260.00
476-230-017-000	A	1.00	260.00	260.00
476-230-018-000	A	1.00	260.00	260.00
476-230-019-000	A	1.00	260.00	260.00
476-230-020-000	A	1.00	260.00	260.00
476-230-021-000	A	1.00	260.00	260.00
476-230-022-000	A	1.00	260.00	260.00
476-230-023-000	A	1.00	260.00	260.00
476-230-024-000	A	1.00	260.00	260.00
476-230-025-000	A	1.00	260.00	260.00
476-230-026-000	A	1.00	260.00	260.00
476-230-027-000	A	1.00	260.00	260.00
476-230-028-000	A	1.00	260.00	260.00
476-230-029-000	A	1.00	260.00	260.00
476-230-030-000	A	1.00	260.00	260.00
476-230-031-000	A	1.00	260.00	260.00
476-230-032-000	A	1.00	260.00	260.00
476-230-033-000	A	1.00	260.00	260.00
476-230-034-000	A	1.00	260.00	260.00
476-230-035-000	A	1.00	260.00	260.00
476-230-036-000	A	1.00	260.00	260.00
476-230-037-000	A	1.00	260.00	260.00
476-230-038-000	A	1.00	260.00	260.00
476-230-039-000	A	1.00	260.00	260.00
476-230-040-000	A	1.00	260.00	260.00
476-230-041-000	A	1.00	260.00	260.00

City of Roseville
Northwest Roseville Specific Plan Landscaping and Lighting District
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APN	Zone	EBU	Balloted Maximum Assessment Rate	Balloted Maximum Assessment
476-240-001-000	A	1.00	260.00	260.00
476-240-002-000	A	1.00	260.00	260.00
476-240-003-000	A	1.00	260.00	260.00
476-240-004-000	A	1.00	260.00	260.00
476-240-005-000	A	1.00	260.00	260.00
476-240-006-000	A	1.00	260.00	260.00
476-240-007-000	A	1.00	260.00	260.00
476-240-008-000	A	1.00	260.00	260.00
476-240-009-000	A	1.00	260.00	260.00
476-240-010-000	A	1.00	260.00	260.00
476-240-011-000	A	1.00	260.00	260.00
476-240-012-000	A	1.00	260.00	260.00
476-240-013-000	A	1.00	260.00	260.00
476-240-014-000	A	1.00	260.00	260.00
476-240-015-000	A	1.00	260.00	260.00
476-240-016-000	A	1.00	260.00	260.00
476-240-017-000	A	1.00	260.00	260.00
476-240-018-000	A	1.00	260.00	260.00
476-240-019-000	A	1.00	260.00	260.00
476-240-020-000	A	1.00	260.00	260.00
476-240-021-000	A	1.00	260.00	260.00
476-240-022-000	A	1.00	260.00	260.00
476-240-023-000	A	1.00	260.00	260.00
476-240-024-000	A	1.00	260.00	260.00
476-240-025-000	A	1.00	260.00	260.00
476-240-026-000	A	1.00	260.00	260.00
476-240-027-000	A	1.00	260.00	260.00
476-240-028-000	A	1.00	260.00	260.00
476-240-029-000	A	1.00	260.00	260.00
476-240-030-000	A	1.00	260.00	260.00
476-240-031-000	A	1.00	260.00	260.00
476-240-032-000	A	1.00	260.00	260.00
476-240-033-000	A	1.00	260.00	260.00
476-240-034-000	A	1.00	260.00	260.00
476-240-035-000	A	1.00	260.00	260.00
476-240-036-000	A	1.00	260.00	260.00
476-240-037-000	A	1.00	260.00	260.00
476-240-038-000	A	1.00	260.00	260.00
476-250-001-000	A	1.00	260.00	260.00
476-250-002-000	A	1.00	260.00	260.00
476-250-003-000	A	1.00	260.00	260.00
476-250-004-000	A	1.00	260.00	260.00
476-250-005-000	A	1.00	260.00	260.00
476-250-006-000	A	1.00	260.00	260.00
476-250-007-000	A	1.00	260.00	260.00
476-250-008-000	A	1.00	260.00	260.00
476-250-009-000	A	1.00	260.00	260.00
476-250-010-000	A	1.00	260.00	260.00
476-250-011-000	A	1.00	260.00	260.00
476-250-012-000	A	1.00	260.00	260.00
476-250-013-000	A	1.00	260.00	260.00
476-250-014-000	A	1.00	260.00	260.00
476-250-015-000	A	1.00	260.00	260.00
476-250-016-000	A	1.00	260.00	260.00
476-250-017-000	A	1.00	260.00	260.00

City of Roseville
Northwest Roseville Specific Plan Landscaping and Lighting District
FY 2022/2023 Assessment Roll - Zone A

APN	Zone	EBU	Balloted Maximum Assessment Rate	Balloted Maximum Assessment
476-250-018-000	A	1.00	260.00	260.00
476-250-019-000	A	1.00	260.00	260.00
476-250-020-000	A	1.00	260.00	260.00
476-250-021-000	A	1.00	260.00	260.00
476-250-022-000	A	1.00	260.00	260.00
476-250-023-000	A	1.00	260.00	260.00
476-250-024-000	A	1.00	260.00	260.00
476-250-025-000	A	1.00	260.00	260.00
476-250-026-000	A	1.00	260.00	260.00
476-250-027-000	A	1.00	260.00	260.00
476-250-028-000	A	1.00	260.00	260.00
476-250-029-000	A	1.00	260.00	260.00
476-250-030-000	A	1.00	260.00	260.00
476-250-031-000	A	1.00	260.00	260.00
476-250-032-000	A	1.00	260.00	260.00
476-250-033-000	A	1.00	260.00	260.00
476-250-034-000	A	1.00	260.00	260.00
476-250-035-000	A	1.00	260.00	260.00
476-250-036-000	A	1.00	260.00	260.00
476-250-037-000	A	1.00	260.00	260.00
476-250-038-000	A	1.00	260.00	260.00
476-250-039-000	A	1.00	260.00	260.00
476-250-040-000	A	1.00	260.00	260.00
476-250-041-000	A	1.00	260.00	260.00
476-250-042-000	A	1.00	260.00	260.00
476-250-043-000	A	1.00	260.00	260.00
476-250-044-000	A	1.00	260.00	260.00
476-250-045-000	A	1.00	260.00	260.00
476-250-046-000	A	1.00	260.00	260.00
476-250-047-000	A	1.00	260.00	260.00
476-250-048-000	A	1.00	260.00	260.00
476-250-049-000	A	1.00	260.00	260.00
476-250-050-000	A	1.00	260.00	260.00
476-250-051-000	A	1.00	260.00	260.00
476-260-001-000	A	1.00	260.00	260.00
476-260-002-000	A	1.00	260.00	260.00
476-260-003-000	A	1.00	260.00	260.00
476-260-004-000	A	1.00	260.00	260.00
476-260-005-000	A	1.00	260.00	260.00
476-260-006-000	A	1.00	260.00	260.00
476-260-007-000	A	1.00	260.00	260.00
476-260-008-000	A	1.00	260.00	260.00
476-260-009-000	A	1.00	260.00	260.00
476-260-010-000	A	1.00	260.00	260.00
476-260-011-000	A	1.00	260.00	260.00
476-260-012-000	A	1.00	260.00	260.00
476-260-013-000	A	1.00	260.00	260.00
476-260-014-000	A	1.00	260.00	260.00
476-260-015-000	A	1.00	260.00	260.00
476-260-016-000	A	1.00	260.00	260.00
476-260-017-000	A	1.00	260.00	260.00
476-260-018-000	A	1.00	260.00	260.00
476-260-019-000	A	1.00	260.00	260.00
476-260-020-000	A	1.00	260.00	260.00
476-260-021-000	A	1.00	260.00	260.00

City of Roseville
Northwest Roseville Specific Plan Landscaping and Lighting District
FY 2022/2023 Assessment Roll - Zone A

APN	Zone	EBU	Balloted Maximum Assessment Rate	Balloted Maximum Assessment
476-260-022-000	A	1.00	260.00	260.00
476-260-023-000	A	1.00	260.00	260.00
476-260-024-000	A	1.00	260.00	260.00
476-260-025-000	A	1.00	260.00	260.00
476-260-026-000	A	1.00	260.00	260.00
476-260-027-000	A	1.00	260.00	260.00
476-260-028-000	A	1.00	260.00	260.00
476-260-029-000	A	1.00	260.00	260.00
476-260-030-000	A	1.00	260.00	260.00
476-260-031-000	A	1.00	260.00	260.00
476-260-032-000	A	1.00	260.00	260.00
476-260-033-000	A	1.00	260.00	260.00
476-260-034-000	A	1.00	260.00	260.00
476-260-035-000	A	1.00	260.00	260.00
476-260-036-000	A	1.00	260.00	260.00
476-260-037-000	A	1.00	260.00	260.00
476-260-038-000	A	1.00	260.00	260.00
476-260-039-000	A	1.00	260.00	260.00
476-260-040-000	A	1.00	260.00	260.00
476-260-041-000	A	1.00	260.00	260.00
476-260-042-000	A	1.00	260.00	260.00
476-260-043-000	A	1.00	260.00	260.00
476-260-044-000	A	1.00	260.00	260.00
476-260-045-000	A	1.00	260.00	260.00
476-260-046-000	A	1.00	260.00	260.00
476-260-047-000	A	1.00	260.00	260.00
476-260-048-000	A	1.00	260.00	260.00
476-260-049-000	A	1.00	260.00	260.00
476-260-050-000	A	1.00	260.00	260.00
476-260-051-000	A	1.00	260.00	260.00
476-260-052-000	A	1.00	260.00	260.00
476-260-053-000	A	1.00	260.00	260.00
476-260-054-000	A	1.00	260.00	260.00
476-260-055-000	A	1.00	260.00	260.00
476-260-056-000	A	1.00	260.00	260.00
476-260-057-000	A	1.00	260.00	260.00
476-260-058-000	A	1.00	260.00	260.00
476-260-059-000	A	1.00	260.00	260.00
476-260-060-000	A	1.00	260.00	260.00
476-260-061-000	A	1.00	260.00	260.00
476-260-062-000	A	1.00	260.00	260.00
476-260-063-000	A	1.00	260.00	260.00
476-260-064-000	A	1.00	260.00	260.00
476-260-065-000	A	1.00	260.00	260.00
476-260-066-000	A	1.00	260.00	260.00
476-260-067-000	A	1.00	260.00	260.00
476-260-068-000	A	1.00	260.00	260.00
476-260-069-000	A	1.00	260.00	260.00
476-260-070-000	A	1.00	260.00	260.00
476-260-071-000	A	1.00	260.00	260.00
476-260-072-000	A	1.00	260.00	260.00
476-270-001-000	A	1.00	260.00	260.00
476-270-002-000	A	1.00	260.00	260.00
476-270-003-000	A	1.00	260.00	260.00
476-270-004-000	A	1.00	260.00	260.00

City of Roseville
Northwest Roseville Specific Plan Landscaping and Lighting District
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APN	Zone	EBU	Balloted Maximum Assessment Rate	Balloted Maximum Assessment
476-270-005-000	A	1.00	260.00	260.00
476-270-006-000	A	1.00	260.00	260.00
476-270-007-000	A	1.00	260.00	260.00
476-270-008-000	A	1.00	260.00	260.00
476-270-009-000	A	1.00	260.00	260.00
476-270-010-000	A	1.00	260.00	260.00
476-270-011-000	A	1.00	260.00	260.00
476-270-012-000	A	1.00	260.00	260.00
476-270-013-000	A	1.00	260.00	260.00
476-270-014-000	A	1.00	260.00	260.00
476-270-015-000	A	1.00	260.00	260.00
476-270-016-000	A	1.00	260.00	260.00
476-270-017-000	A	1.00	260.00	260.00
476-270-018-000	A	1.00	260.00	260.00
476-270-019-000	A	1.00	260.00	260.00
476-270-020-000	A	1.00	260.00	260.00
476-270-021-000	A	1.00	260.00	260.00
476-270-022-000	A	1.00	260.00	260.00
476-270-023-000	A	1.00	260.00	260.00
476-270-024-000	A	1.00	260.00	260.00
476-270-025-000	A	1.00	260.00	260.00
476-270-026-000	A	1.00	260.00	260.00
476-270-027-000	A	1.00	260.00	260.00
476-270-028-000	A	1.00	260.00	260.00
476-270-029-000	A	1.00	260.00	260.00
476-270-030-000	A	1.00	260.00	260.00
476-270-031-000	A	1.00	260.00	260.00
476-270-032-000	A	1.00	260.00	260.00
476-270-033-000	A	1.00	260.00	260.00
476-270-034-000	A	1.00	260.00	260.00
476-270-035-000	A	1.00	260.00	260.00
476-270-036-000	A	1.00	260.00	260.00
476-270-037-000	A	1.00	260.00	260.00
476-270-038-000	A	1.00	260.00	260.00
476-280-001-000	A	1.00	260.00	260.00
476-280-002-000	A	1.00	260.00	260.00
476-280-003-000	A	1.00	260.00	260.00
476-280-004-000	A	1.00	260.00	260.00
476-280-005-000	A	1.00	260.00	260.00
476-280-006-000	A	1.00	260.00	260.00
476-280-007-000	A	1.00	260.00	260.00
476-280-008-000	A	1.00	260.00	260.00
476-280-009-000	A	1.00	260.00	260.00
476-280-010-000	A	1.00	260.00	260.00
476-280-011-000	A	1.00	260.00	260.00
476-280-012-000	A	1.00	260.00	260.00
476-280-013-000	A	1.00	260.00	260.00
476-280-014-000	A	1.00	260.00	260.00
476-280-015-000	A	1.00	260.00	260.00
476-280-016-000	A	1.00	260.00	260.00
476-280-017-000	A	1.00	260.00	260.00
476-280-018-000	A	1.00	260.00	260.00
476-280-019-000	A	1.00	260.00	260.00
476-280-020-000	A	1.00	260.00	260.00
476-280-021-000	A	1.00	260.00	260.00

City of Roseville
Northwest Roseville Specific Plan Landscaping and Lighting District
FY 2022/2023 Assessment Roll - Zone A

APN	Zone	EBU	Balloted Maximum Assessment Rate	Balloted Maximum Assessment
476-280-022-000	A	1.00	260.00	260.00
476-280-023-000	A	1.00	260.00	260.00
476-280-024-000	A	1.00	260.00	260.00
476-280-025-000	A	1.00	260.00	260.00
476-280-026-000	A	1.00	260.00	260.00
476-280-027-000	A	1.00	260.00	260.00
476-280-028-000	A	1.00	260.00	260.00
476-280-029-000	A	1.00	260.00	260.00
476-280-030-000	A	1.00	260.00	260.00
476-280-031-000	A	1.00	260.00	260.00
476-280-032-000	A	1.00	260.00	260.00
476-280-033-000	A	1.00	260.00	260.00
476-280-034-000	A	1.00	260.00	260.00
476-280-035-000	A	1.00	260.00	260.00
476-280-036-000	A	1.00	260.00	260.00
476-280-037-000	A	1.00	260.00	260.00
476-280-038-000	A	1.00	260.00	260.00
476-280-039-000	A	1.00	260.00	260.00
476-280-040-000	A	1.00	260.00	260.00
476-280-041-000	A	1.00	260.00	260.00
476-280-042-000	A	1.00	260.00	260.00
476-280-043-000	A	1.00	260.00	260.00
476-280-044-000	A	1.00	260.00	260.00
476-280-045-000	A	1.00	260.00	260.00
476-280-046-000	A	1.00	260.00	260.00
476-280-047-000	A	1.00	260.00	260.00
476-280-048-000	A	1.00	260.00	260.00
476-280-049-000	A	1.00	260.00	260.00
476-280-050-000	A	1.00	260.00	260.00
476-280-051-000	A	1.00	260.00	260.00
476-280-052-000	A	1.00	260.00	260.00
476-280-053-000	A	1.00	260.00	260.00
476-280-054-000	A	1.00	260.00	260.00
476-280-055-000	A	1.00	260.00	260.00
476-290-001-000	A	1.00	260.00	260.00
476-290-002-000	A	1.00	260.00	260.00
476-290-003-000	A	1.00	260.00	260.00
476-290-004-000	A	1.00	260.00	260.00
476-290-005-000	A	1.00	260.00	260.00
476-290-006-000	A	1.00	260.00	260.00
476-290-007-000	A	1.00	260.00	260.00
476-290-008-000	A	1.00	260.00	260.00
476-290-009-000	A	1.00	260.00	260.00
476-290-010-000	A	1.00	260.00	260.00
476-290-011-000	A	1.00	260.00	260.00
476-290-012-000	A	1.00	260.00	260.00
476-290-013-000	A	1.00	260.00	260.00
476-290-014-000	A	1.00	260.00	260.00
476-290-015-000	A	1.00	260.00	260.00
476-290-016-000	A	1.00	260.00	260.00
476-290-017-000	A	1.00	260.00	260.00
476-290-018-000	A	1.00	260.00	260.00
476-290-019-000	A	1.00	260.00	260.00
476-290-020-000	A	1.00	260.00	260.00
476-290-021-000	A	1.00	260.00	260.00

City of Roseville
Northwest Roseville Specific Plan Landscaping and Lighting District
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APN	Zone	EBU	Balloted Maximum Assessment Rate	Balloted Maximum Assessment
476-290-022-000	A	1.00	260.00	260.00
476-290-023-000	A	1.00	260.00	260.00
476-290-024-000	A	1.00	260.00	260.00
476-290-025-000	A	1.00	260.00	260.00
476-290-026-000	A	1.00	260.00	260.00
476-290-027-000	A	1.00	260.00	260.00
476-290-028-000	A	1.00	260.00	260.00
476-290-029-000	A	1.00	260.00	260.00
476-290-030-000	A	1.00	260.00	260.00
476-290-031-000	A	1.00	260.00	260.00
476-290-032-000	A	1.00	260.00	260.00
476-290-033-000	A	1.00	260.00	260.00
476-290-034-000	A	1.00	260.00	260.00
476-290-035-000	A	1.00	260.00	260.00
476-290-036-000	A	1.00	260.00	260.00
476-290-037-000	A	1.00	260.00	260.00
476-290-038-000	A	1.00	260.00	260.00
476-290-039-000	A	1.00	260.00	260.00
476-290-040-000	A	1.00	260.00	260.00
476-290-041-000	A	1.00	260.00	260.00
476-290-042-000	A	1.00	260.00	260.00
476-290-043-000	A	1.00	260.00	260.00
476-290-044-000	A	1.00	260.00	260.00
476-290-045-000	A	1.00	260.00	260.00
476-290-046-000	A	1.00	260.00	260.00
476-290-047-000	A	1.00	260.00	260.00
476-290-048-000	A	1.00	260.00	260.00
476-290-049-000	A	1.00	260.00	260.00
476-290-050-000	A	1.00	260.00	260.00
476-290-051-000	A	1.00	260.00	260.00
476-290-052-000	A	1.00	260.00	260.00
476-290-053-000	A	1.00	260.00	260.00
476-290-054-000	A	1.00	260.00	260.00
476-290-055-000	A	1.00	260.00	260.00
476-290-056-000	A	1.00	260.00	260.00
476-290-057-000	A	1.00	260.00	260.00
476-290-058-000	A	1.00	260.00	260.00
476-290-059-000	A	1.00	260.00	260.00
476-290-060-000	A	1.00	260.00	260.00
476-290-061-000	A	1.00	260.00	260.00
476-290-062-000	A	1.00	260.00	260.00
476-290-063-000	A	1.00	260.00	260.00
476-290-064-000	A	1.00	260.00	260.00
476-290-065-000	A	1.00	260.00	260.00
476-290-066-000	A	1.00	260.00	260.00
476-290-067-000	A	1.00	260.00	260.00
476-290-068-000	A	1.00	260.00	260.00
476-290-069-000	A	1.00	260.00	260.00
476-290-070-000	A	1.00	260.00	260.00
476-290-071-000	A	1.00	260.00	260.00
476-290-072-000	A	1.00	260.00	260.00
476-290-073-000	A	1.00	260.00	260.00
476-290-074-000	A	1.00	260.00	260.00
476-290-075-000	A	1.00	260.00	260.00
476-290-076-000	A	1.00	260.00	260.00

City of Roseville
Northwest Roseville Specific Plan Landscaping and Lighting District
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APN	Zone	EBU	Balloted Maximum Assessment Rate	Balloted Maximum Assessment
476-290-077-000	A	1.00	260.00	260.00
476-290-078-000	A	1.00	260.00	260.00
476-290-079-000	A	1.00	260.00	260.00
476-290-080-000	A	1.00	260.00	260.00
476-290-081-000	A	1.00	260.00	260.00
476-290-082-000	A	1.00	260.00	260.00
476-290-083-000	A	1.00	260.00	260.00
476-290-084-000	A	1.00	260.00	260.00
476-300-001-000	A	1.00	260.00	260.00
476-300-002-000	A	1.00	260.00	260.00
476-300-003-000	A	1.00	260.00	260.00
476-300-004-000	A	1.00	260.00	260.00
476-300-005-000	A	1.00	260.00	260.00
476-300-006-000	A	1.00	260.00	260.00
476-300-007-000	A	1.00	260.00	260.00
476-300-008-000	A	1.00	260.00	260.00
476-300-009-000	A	1.00	260.00	260.00
476-300-010-000	A	1.00	260.00	260.00
476-300-011-000	A	1.00	260.00	260.00
476-300-012-000	A	1.00	260.00	260.00
476-300-013-000	A	1.00	260.00	260.00
476-300-014-000	A	1.00	260.00	260.00
476-300-015-000	A	1.00	260.00	260.00
476-300-016-000	A	1.00	260.00	260.00
476-300-017-000	A	1.00	260.00	260.00
476-300-018-000	A	1.00	260.00	260.00
476-300-019-000	A	1.00	260.00	260.00
476-300-020-000	A	1.00	260.00	260.00
476-300-021-000	A	1.00	260.00	260.00
476-300-022-000	A	1.00	260.00	260.00
476-300-023-000	A	1.00	260.00	260.00
476-300-024-000	A	1.00	260.00	260.00
476-300-025-000	A	1.00	260.00	260.00
476-300-026-000	A	1.00	260.00	260.00
476-300-027-000	A	1.00	260.00	260.00
476-300-028-000	A	1.00	260.00	260.00
476-300-029-000	A	1.00	260.00	260.00
476-300-030-000	A	1.00	260.00	260.00
476-300-031-000	A	1.00	260.00	260.00
476-300-032-000	A	1.00	260.00	260.00
476-300-033-000	A	1.00	260.00	260.00
476-300-034-000	A	1.00	260.00	260.00
476-300-035-000	A	1.00	260.00	260.00
476-300-036-000	A	1.00	260.00	260.00
476-300-037-000	A	1.00	260.00	260.00
476-300-038-000	A	1.00	260.00	260.00
476-300-039-000	A	1.00	260.00	260.00
476-300-040-000	A	1.00	260.00	260.00
476-300-041-000	A	1.00	260.00	260.00
476-300-042-000	A	1.00	260.00	260.00
476-310-001-000	A	1.00	260.00	260.00
476-310-002-000	A	1.00	260.00	260.00
476-310-003-000	A	1.00	260.00	260.00
476-310-004-000	A	1.00	260.00	260.00
476-310-005-000	A	1.00	260.00	260.00

City of Roseville
Northwest Roseville Specific Plan Landscaping and Lighting District
FY 2022/2023 Assessment Roll - Zone A

APN	Zone	EBU	Balloted Maximum Assessment Rate	Balloted Maximum Assessment
476-310-006-000	A	1.00	260.00	260.00
476-310-007-000	A	1.00	260.00	260.00
476-310-008-000	A	1.00	260.00	260.00
476-310-009-000	A	1.00	260.00	260.00
476-310-010-000	A	1.00	260.00	260.00
476-310-011-000	A	1.00	260.00	260.00
476-310-012-000	A	1.00	260.00	260.00
476-310-013-000	A	1.00	260.00	260.00
476-310-014-000	A	1.00	260.00	260.00
476-310-015-000	A	1.00	260.00	260.00
476-310-016-000	A	1.00	260.00	260.00
476-310-017-000	A	1.00	260.00	260.00
476-310-018-000	A	1.00	260.00	260.00
476-310-019-000	A	1.00	260.00	260.00
476-310-020-000	A	1.00	260.00	260.00
476-310-021-000	A	1.00	260.00	260.00
476-310-022-000	A	1.00	260.00	260.00
476-320-001-000	A	1.00	260.00	260.00
476-320-002-000	A	1.00	260.00	260.00
476-320-003-000	A	1.00	260.00	260.00
476-320-004-000	A	1.00	260.00	260.00
476-320-005-000	A	1.00	260.00	260.00
476-320-006-000	A	1.00	260.00	260.00
476-320-007-000	A	1.00	260.00	260.00
476-320-008-000	A	1.00	260.00	260.00
476-320-009-000	A	1.00	260.00	260.00
476-320-010-000	A	1.00	260.00	260.00
476-320-011-000	A	1.00	260.00	260.00
476-320-012-000	A	1.00	260.00	260.00
476-320-013-000	A	1.00	260.00	260.00
476-320-014-000	A	1.00	260.00	260.00
476-320-015-000	A	1.00	260.00	260.00
476-320-016-000	A	1.00	260.00	260.00
476-320-017-000	A	1.00	260.00	260.00
476-320-018-000	A	1.00	260.00	260.00
476-320-019-000	A	1.00	260.00	260.00
476-320-020-000	A	1.00	260.00	260.00
476-320-021-000	A	1.00	260.00	260.00
476-320-022-000	A	1.00	260.00	260.00
476-320-023-000	A	1.00	260.00	260.00
476-320-024-000	A	1.00	260.00	260.00
476-320-025-000	A	1.00	260.00	260.00
476-320-026-000	A	1.00	260.00	260.00
476-320-027-000	A	1.00	260.00	260.00
476-320-028-000	A	1.00	260.00	260.00
476-320-029-000	A	1.00	260.00	260.00
476-320-030-000	A	1.00	260.00	260.00
476-320-031-000	A	1.00	260.00	260.00
476-320-032-000	A	1.00	260.00	260.00
476-320-033-000	A	1.00	260.00	260.00
476-320-034-000	A	1.00	260.00	260.00
476-320-035-000	A	1.00	260.00	260.00
476-320-036-000	A	1.00	260.00	260.00
476-320-037-000	A	1.00	260.00	260.00
476-320-038-000	A	1.00	260.00	260.00

City of Roseville
Northwest Roseville Specific Plan Landscaping and Lighting District
FY 2022/2023 Assessment Roll - Zone A

APN	Zone	EBU	Balloted Maximum Assessment Rate	Balloted Maximum Assessment
476-320-039-000	A	1.00	260.00	260.00
476-320-040-000	A	1.00	260.00	260.00
476-320-041-000	A	1.00	260.00	260.00
476-320-042-000	A	1.00	260.00	260.00
476-320-043-000	A	1.00	260.00	260.00
476-320-044-000	A	1.00	260.00	260.00
476-320-045-000	A	1.00	260.00	260.00
476-320-046-000	A	1.00	260.00	260.00
476-320-047-000	A	1.00	260.00	260.00
476-320-048-000	A	1.00	260.00	260.00
476-320-049-000	A	1.00	260.00	260.00
476-320-050-000	A	1.00	260.00	260.00
476-320-051-000	A	1.00	260.00	260.00
476-320-052-000	A	1.00	260.00	260.00
476-320-053-000	A	1.00	260.00	260.00
476-320-054-000	A	1.00	260.00	260.00
476-320-055-000	A	1.00	260.00	260.00
476-320-056-000	A	1.00	260.00	260.00
476-320-057-000	A	1.00	260.00	260.00
476-320-058-000	A	1.00	260.00	260.00
476-320-059-000	A	1.00	260.00	260.00
476-320-060-000	A	1.00	260.00	260.00
476-320-061-000	A	1.00	260.00	260.00
476-320-062-000	A	1.00	260.00	260.00
476-320-063-000	A	1.00	260.00	260.00
476-320-064-000	A	1.00	260.00	260.00
476-320-065-000	A	1.00	260.00	260.00
476-320-066-000	A	1.00	260.00	260.00
476-320-067-000	A	1.00	260.00	260.00
476-320-068-000	A	1.00	260.00	260.00
476-320-071-000	A	1.00	260.00	260.00
476-320-072-000	A	1.00	260.00	260.00
476-320-073-000	A	1.00	260.00	260.00
476-320-074-000	A	1.00	260.00	260.00
476-320-075-000	A	1.00	260.00	260.00
476-320-076-000	A	1.00	260.00	260.00
476-320-077-000	A	1.00	260.00	260.00
476-320-078-000	A	1.00	260.00	260.00
476-320-079-000	A	1.00	260.00	260.00
476-320-080-000	A	1.00	260.00	260.00
476-320-081-000	A	1.00	260.00	260.00
476-320-082-000	A	1.00	260.00	260.00
476-320-083-000	A	1.00	260.00	260.00
476-330-001-000	A	1.00	260.00	260.00
476-330-002-000	A	1.00	260.00	260.00
476-330-003-000	A	1.00	260.00	260.00
476-330-004-000	A	1.00	260.00	260.00
476-330-005-000	A	1.00	260.00	260.00
476-330-006-000	A	1.00	260.00	260.00
476-330-007-000	A	1.00	260.00	260.00
476-330-008-000	A	1.00	260.00	260.00
476-330-009-000	A	1.00	260.00	260.00
476-330-010-000	A	1.00	260.00	260.00
476-330-011-000	A	1.00	260.00	260.00
476-330-012-000	A	1.00	260.00	260.00

City of Roseville
Northwest Roseville Specific Plan Landscaping and Lighting District
FY 2022/2023 Assessment Roll - Zone A

APN	Zone	EBU	Balloted Maximum Assessment Rate	Balloted Maximum Assessment
476-330-013-000	A	1.00	260.00	260.00
476-330-014-000	A	1.00	260.00	260.00
476-330-015-000	A	1.00	260.00	260.00
476-330-016-000	A	1.00	260.00	260.00
476-330-017-000	A	1.00	260.00	260.00
476-330-018-000	A	1.00	260.00	260.00
476-330-019-000	A	1.00	260.00	260.00
476-330-020-000	A	1.00	260.00	260.00
476-330-021-000	A	1.00	260.00	260.00
476-330-022-000	A	1.00	260.00	260.00
476-330-023-000	A	1.00	260.00	260.00
476-330-024-000	A	1.00	260.00	260.00
476-330-025-000	A	1.00	260.00	260.00
476-330-026-000	A	1.00	260.00	260.00
476-330-027-000	A	1.00	260.00	260.00
476-330-028-000	A	1.00	260.00	260.00
476-330-029-000	A	1.00	260.00	260.00
476-330-030-000	A	1.00	260.00	260.00
476-330-031-000	A	1.00	260.00	260.00
476-330-032-000	A	1.00	260.00	260.00
476-330-033-000	A	1.00	260.00	260.00
476-330-034-000	A	1.00	260.00	260.00
476-330-035-000	A	1.00	260.00	260.00
476-330-036-000	A	1.00	260.00	260.00
476-330-037-000	A	1.00	260.00	260.00
476-330-038-000	A	1.00	260.00	260.00
476-330-039-000	A	1.00	260.00	260.00
476-330-043-000	A	1.00	260.00	260.00
476-330-044-000	A	1.00	260.00	260.00
476-330-045-000	A	1.00	260.00	260.00
476-330-046-000	A	1.00	260.00	260.00
476-330-047-000	A	1.00	260.00	260.00
476-330-048-000	A	1.00	260.00	260.00
476-340-001-000	A	1.00	260.00	260.00
476-340-002-000	A	1.00	260.00	260.00
476-340-003-000	A	1.00	260.00	260.00
476-340-004-000	A	1.00	260.00	260.00
476-340-005-000	A	1.00	260.00	260.00
476-340-006-000	A	1.00	260.00	260.00
476-340-007-000	A	1.00	260.00	260.00
476-340-008-000	A	1.00	260.00	260.00
476-340-009-000	A	1.00	260.00	260.00
476-340-010-000	A	1.00	260.00	260.00
476-340-011-000	A	1.00	260.00	260.00
476-340-012-000	A	1.00	260.00	260.00
476-340-013-000	A	1.00	260.00	260.00
476-340-014-000	A	1.00	260.00	260.00
476-340-015-000	A	1.00	260.00	260.00
476-340-016-000	A	1.00	260.00	260.00
476-340-017-000	A	1.00	260.00	260.00
476-340-018-000	A	1.00	260.00	260.00
476-340-019-000	A	1.00	260.00	260.00
476-340-020-000	A	1.00	260.00	260.00
476-340-021-000	A	1.00	260.00	260.00
476-340-022-000	A	1.00	260.00	260.00

City of Roseville
Northwest Roseville Specific Plan Landscaping and Lighting District
FY 2022/2023 Assessment Roll - Zone A

APN	Zone	EBU	Balloted Maximum Assessment Rate	Balloted Maximum Assessment
476-340-023-000	A	1.00	260.00	260.00
476-340-024-000	A	1.00	260.00	260.00
476-340-025-000	A	1.00	260.00	260.00
476-340-026-000	A	1.00	260.00	260.00
476-340-027-000	A	1.00	260.00	260.00
476-340-028-000	A	1.00	260.00	260.00
476-340-029-000	A	1.00	260.00	260.00
476-340-030-000	A	1.00	260.00	260.00
476-340-031-000	A	1.00	260.00	260.00
476-340-032-000	A	1.00	260.00	260.00
476-340-033-000	A	1.00	260.00	260.00
476-340-034-000	A	1.00	260.00	260.00
476-340-035-000	A	1.00	260.00	260.00
476-340-036-000	A	1.00	260.00	260.00
476-340-037-000	A	1.00	260.00	260.00
476-340-038-000	A	1.00	260.00	260.00
476-340-039-000	A	1.00	260.00	260.00
476-340-040-000	A	1.00	260.00	260.00
476-340-041-000	A	1.00	260.00	260.00
476-340-042-000	A	1.00	260.00	260.00
476-340-043-000	A	1.00	260.00	260.00
476-340-044-000	A	1.00	260.00	260.00
476-340-045-000	A	1.00	260.00	260.00
476-340-046-000	A	1.00	260.00	260.00
476-350-001-000	A	1.00	260.00	260.00
476-350-002-000	A	1.00	260.00	260.00
476-350-003-000	A	1.00	260.00	260.00
476-350-004-000	A	1.00	260.00	260.00
476-350-005-000	A	1.00	260.00	260.00
476-350-006-000	A	1.00	260.00	260.00
476-350-007-000	A	1.00	260.00	260.00
476-350-008-000	A	1.00	260.00	260.00
476-350-009-000	A	1.00	260.00	260.00
476-350-010-000	A	1.00	260.00	260.00
476-350-011-000	A	1.00	260.00	260.00
476-350-012-000	A	1.00	260.00	260.00
476-350-013-000	A	1.00	260.00	260.00
476-350-014-000	A	1.00	260.00	260.00
476-350-015-000	A	1.00	260.00	260.00
476-350-016-000	A	1.00	260.00	260.00
476-350-017-000	A	1.00	260.00	260.00
476-350-018-000	A	1.00	260.00	260.00
476-350-019-000	A	1.00	260.00	260.00
476-350-020-000	A	1.00	260.00	260.00
476-350-021-000	A	1.00	260.00	260.00
476-350-022-000	A	1.00	260.00	260.00
476-350-023-000	A	1.00	260.00	260.00
476-350-024-000	A	1.00	260.00	260.00
476-350-025-000	A	1.00	260.00	260.00
476-350-026-000	A	1.00	260.00	260.00
476-350-027-000	A	1.00	260.00	260.00
476-350-028-000	A	1.00	260.00	260.00
476-350-029-000	A	1.00	260.00	260.00
476-350-030-000	A	1.00	260.00	260.00
476-350-031-000	A	1.00	260.00	260.00

City of Roseville
Northwest Roseville Specific Plan Landscaping and Lighting District
FY 2022/2023 Assessment Roll - Zone A

APN	Zone	EBU	Balloted Maximum Assessment Rate	Balloted Maximum Assessment
476-350-032-000	A	1.00	260.00	260.00
476-350-033-000	A	1.00	260.00	260.00
476-350-034-000	A	1.00	260.00	260.00
476-350-035-000	A	1.00	260.00	260.00
476-350-036-000	A	1.00	260.00	260.00
476-350-037-000	A	1.00	260.00	260.00
476-350-038-000	A	1.00	260.00	260.00
476-350-039-000	A	1.00	260.00	260.00
476-350-040-000	A	1.00	260.00	260.00
476-350-041-000	A	1.00	260.00	260.00
476-350-042-000	A	1.00	260.00	260.00
476-350-043-000	A	1.00	260.00	260.00
476-350-044-000	A	1.00	260.00	260.00
476-350-045-000	A	1.00	260.00	260.00
476-350-046-000	A	1.00	260.00	260.00
476-350-047-000	A	1.00	260.00	260.00
476-350-048-000	A	1.00	260.00	260.00
476-350-049-000	A	1.00	260.00	260.00
476-350-050-000	A	1.00	260.00	260.00
476-350-051-000	A	1.00	260.00	260.00
476-350-052-000	A	1.00	260.00	260.00
476-350-053-000	A	1.00	260.00	260.00
476-350-054-000	A	1.00	260.00	260.00
476-350-055-000	A	1.00	260.00	260.00
476-350-056-000	A	1.00	260.00	260.00
476-350-057-000	A	1.00	260.00	260.00
476-350-058-000	A	1.00	260.00	260.00
476-350-059-000	A	1.00	260.00	260.00
476-350-060-000	A	1.00	260.00	260.00
476-350-061-000	A	1.00	260.00	260.00
476-350-062-000	A	1.00	260.00	260.00
476-350-063-000	A	1.00	260.00	260.00
476-350-064-000	A	1.00	260.00	260.00
476-350-065-000	A	1.00	260.00	260.00
476-350-066-000	A	1.00	260.00	260.00
476-350-067-000	A	1.00	260.00	260.00
476-350-068-000	A	1.00	260.00	260.00
476-350-069-000	A	1.00	260.00	260.00
476-350-070-000	A	1.00	260.00	260.00
476-350-071-000	A	1.00	260.00	260.00
476-360-001-000	A	1.00	260.00	260.00
476-360-002-000	A	1.00	260.00	260.00
476-360-003-000	A	1.00	260.00	260.00
476-360-004-000	A	1.00	260.00	260.00
476-360-005-000	A	1.00	260.00	260.00
476-360-006-000	A	1.00	260.00	260.00
476-360-007-000	A	1.00	260.00	260.00
476-360-008-000	A	1.00	260.00	260.00
476-360-009-000	A	1.00	260.00	260.00
476-360-010-000	A	1.00	260.00	260.00
476-360-011-000	A	1.00	260.00	260.00
476-360-012-000	A	1.00	260.00	260.00
476-360-013-000	A	1.00	260.00	260.00
476-360-014-000	A	1.00	260.00	260.00
476-360-015-000	A	1.00	260.00	260.00

City of Roseville
Northwest Roseville Specific Plan Landscaping and Lighting District
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APN	Zone	EBU	Balloted Maximum Assessment Rate	Balloted Maximum Assessment
476-360-016-000	A	1.00	260.00	260.00
476-360-017-000	A	1.00	260.00	260.00
476-360-018-000	A	1.00	260.00	260.00
476-360-019-000	A	1.00	260.00	260.00
476-360-020-000	A	1.00	260.00	260.00
476-360-021-000	A	1.00	260.00	260.00
476-360-022-000	A	1.00	260.00	260.00
476-360-023-000	A	1.00	260.00	260.00
476-360-024-000	A	1.00	260.00	260.00
476-360-025-000	A	1.00	260.00	260.00
476-360-026-000	A	1.00	260.00	260.00
476-360-027-000	A	1.00	260.00	260.00
476-360-028-000	A	1.00	260.00	260.00
476-360-029-000	A	1.00	260.00	260.00
476-360-030-000	A	1.00	260.00	260.00
476-360-031-000	A	1.00	260.00	260.00
476-360-032-000	A	1.00	260.00	260.00
476-360-033-000	A	1.00	260.00	260.00
476-360-034-000	A	1.00	260.00	260.00
476-360-035-000	A	1.00	260.00	260.00
476-360-036-000	A	1.00	260.00	260.00
476-360-037-000	A	1.00	260.00	260.00
476-360-038-000	A	1.00	260.00	260.00
476-360-039-000	A	1.00	260.00	260.00
476-360-040-000	A	1.00	260.00	260.00
476-360-041-000	A	1.00	260.00	260.00
476-360-042-000	A	1.00	260.00	260.00
476-370-001-000	A	1.00	260.00	260.00
476-370-002-000	A	1.00	260.00	260.00
476-370-003-000	A	1.00	260.00	260.00
476-370-004-000	A	1.00	260.00	260.00
476-370-005-000	A	1.00	260.00	260.00
476-370-006-000	A	1.00	260.00	260.00
476-370-007-000	A	1.00	260.00	260.00
476-370-008-000	A	1.00	260.00	260.00
476-370-009-000	A	1.00	260.00	260.00
476-370-010-000	A	1.00	260.00	260.00
476-370-011-000	A	1.00	260.00	260.00
476-370-012-000	A	1.00	260.00	260.00
476-370-013-000	A	1.00	260.00	260.00
476-370-014-000	A	1.00	260.00	260.00
476-370-015-000	A	1.00	260.00	260.00
476-370-016-000	A	1.00	260.00	260.00
476-370-017-000	A	1.00	260.00	260.00
476-370-018-000	A	1.00	260.00	260.00
476-370-019-000	A	1.00	260.00	260.00
476-370-020-000	A	1.00	260.00	260.00
476-370-021-000	A	1.00	260.00	260.00
476-370-022-000	A	1.00	260.00	260.00
476-370-023-000	A	1.00	260.00	260.00
476-370-024-000	A	1.00	260.00	260.00
476-370-025-000	A	1.00	260.00	260.00
476-370-026-000	A	1.00	260.00	260.00
476-370-027-000	A	1.00	260.00	260.00
476-370-028-000	A	1.00	260.00	260.00

City of Roseville
Northwest Roseville Specific Plan Landscaping and Lighting District
FY 2022/2023 Assessment Roll - Zone A

APN	Zone	EBU	Balloted Maximum Assessment Rate	Balloted Maximum Assessment
476-370-029-000	A	1.00	260.00	260.00
476-370-030-000	A	1.00	260.00	260.00
476-370-031-000	A	1.00	260.00	260.00
476-370-032-000	A	1.00	260.00	260.00
476-370-033-000	A	1.00	260.00	260.00
476-370-034-000	A	1.00	260.00	260.00
476-370-035-000	A	1.00	260.00	260.00
476-370-036-000	A	1.00	260.00	260.00
476-370-037-000	A	1.00	260.00	260.00
476-370-038-000	A	1.00	260.00	260.00
476-370-039-000	A	1.00	260.00	260.00
476-380-001-000	A	1.00	260.00	260.00
476-380-002-000	A	1.00	260.00	260.00
476-380-003-000	A	1.00	260.00	260.00
476-380-004-000	A	1.00	260.00	260.00
476-380-005-000	A	1.00	260.00	260.00
476-380-006-000	A	1.00	260.00	260.00
476-380-007-000	A	1.00	260.00	260.00
476-380-008-000	A	1.00	260.00	260.00
476-380-009-000	A	1.00	260.00	260.00
476-380-010-000	A	1.00	260.00	260.00
476-380-011-000	A	1.00	260.00	260.00
476-380-012-000	A	1.00	260.00	260.00
476-380-013-000	A	1.00	260.00	260.00
476-380-014-000	A	1.00	260.00	260.00
476-380-015-000	A	1.00	260.00	260.00
476-380-016-000	A	1.00	260.00	260.00
476-380-017-000	A	1.00	260.00	260.00
476-380-018-000	A	1.00	260.00	260.00
476-380-019-000	A	1.00	260.00	260.00
476-380-020-000	A	1.00	260.00	260.00
476-380-021-000	A	1.00	260.00	260.00
476-380-022-000	A	1.00	260.00	260.00
476-380-023-000	A	1.00	260.00	260.00
476-380-024-000	A	1.00	260.00	260.00
476-380-025-000	A	1.00	260.00	260.00
476-380-026-000	A	1.00	260.00	260.00
476-380-027-000	A	1.00	260.00	260.00
476-380-028-000	A	1.00	260.00	260.00
476-380-029-000	A	1.00	260.00	260.00
476-380-030-000	A	1.00	260.00	260.00
476-380-031-000	A	1.00	260.00	260.00
476-380-032-000	A	1.00	260.00	260.00
476-380-033-000	A	1.00	260.00	260.00
476-380-034-000	A	1.00	260.00	260.00
476-380-035-000	A	1.00	260.00	260.00
476-380-036-000	A	1.00	260.00	260.00
476-380-037-000	A	1.00	260.00	260.00
476-380-038-000	A	1.00	260.00	260.00
476-380-039-000	A	1.00	260.00	260.00
476-380-040-000	A	1.00	260.00	260.00
476-380-041-000	A	1.00	260.00	260.00
476-380-042-000	A	1.00	260.00	260.00
476-380-043-000	A	1.00	260.00	260.00
476-380-044-000	A	1.00	260.00	260.00

City of Roseville
Northwest Roseville Specific Plan Landscaping and Lighting District
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APN	Zone	EBU	Balloted Maximum Assessment Rate	Balloted Maximum Assessment
476-380-045-000	A	1.00	260.00	260.00
476-380-046-000	A	1.00	260.00	260.00
476-380-047-000	A	1.00	260.00	260.00
476-380-048-000	A	1.00	260.00	260.00
476-380-049-000	A	1.00	260.00	260.00
476-380-050-000	A	1.00	260.00	260.00
476-380-051-000	A	1.00	260.00	260.00
476-380-052-000	A	1.00	260.00	260.00
476-380-053-000	A	1.00	260.00	260.00
476-380-054-000	A	1.00	260.00	260.00
476-380-055-000	A	1.00	260.00	260.00
476-380-056-000	A	1.00	260.00	260.00
476-380-057-000	A	1.00	260.00	260.00
476-380-058-000	A	1.00	260.00	260.00
476-380-059-000	A	1.00	260.00	260.00
476-380-060-000	A	1.00	260.00	260.00
476-380-061-000	A	1.00	260.00	260.00
476-380-062-000	A	1.00	260.00	260.00
476-380-063-000	A	1.00	260.00	260.00
476-380-064-000	A	1.00	260.00	260.00
476-380-065-000	A	1.00	260.00	260.00
476-380-066-000	A	1.00	260.00	260.00
476-380-067-000	A	1.00	260.00	260.00
476-380-068-000	A	1.00	260.00	260.00
476-380-069-000	A	1.00	260.00	260.00
476-380-070-000	A	1.00	260.00	260.00
476-380-071-000	A	1.00	260.00	260.00
476-380-072-000	A	1.00	260.00	260.00
476-380-073-000	A	1.00	260.00	260.00
476-380-074-000	A	1.00	260.00	260.00
476-380-075-000	A	1.00	260.00	260.00
476-380-076-000	A	1.00	260.00	260.00
476-410-005-000	A	1.00	260.00	260.00
476-410-006-000	A	1.00	260.00	260.00
476-410-007-000	A	1.00	260.00	260.00
476-410-008-000	A	1.00	260.00	260.00
476-410-009-000	A	1.00	260.00	260.00
476-410-010-000	A	1.00	260.00	260.00
476-410-011-000	A	1.00	260.00	260.00
476-410-012-000	A	1.00	260.00	260.00
476-410-013-000	A	1.00	260.00	260.00
476-410-014-000	A	1.00	260.00	260.00
476-410-015-000	A	1.00	260.00	260.00
476-410-016-000	A	1.00	260.00	260.00
476-410-017-000	A	1.00	260.00	260.00
476-410-018-000	A	1.00	260.00	260.00
476-410-019-000	A	1.00	260.00	260.00
476-410-020-000	A	1.00	260.00	260.00
476-410-021-000	A	1.00	260.00	260.00
476-410-022-000	A	1.00	260.00	260.00
476-410-023-000	A	1.00	260.00	260.00
476-410-024-000	A	1.00	260.00	260.00
476-410-025-000	A	1.00	260.00	260.00
476-410-026-000	A	1.00	260.00	260.00
476-410-027-000	A	1.00	260.00	260.00

City of Roseville
Northwest Roseville Specific Plan Landscaping and Lighting District
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APN	Zone	EBU	Balloted Maximum Assessment Rate	Balloted Maximum Assessment
476-410-028-000	A	1.00	260.00	260.00
476-410-029-000	A	1.00	260.00	260.00
476-410-030-000	A	1.00	260.00	260.00
476-410-031-000	A	1.00	260.00	260.00
476-410-033-000	A	1.00	260.00	260.00
476-410-036-000	A	1.00	260.00	260.00
476-410-039-000	A	1.00	260.00	260.00
476-410-042-000	A	1.00	260.00	260.00
476-420-001-000	A	1.00	260.00	260.00
476-420-002-000	A	1.00	260.00	260.00
476-420-003-000	A	1.00	260.00	260.00
476-420-004-000	A	1.00	260.00	260.00
476-420-005-000	A	1.00	260.00	260.00
476-420-006-000	A	1.00	260.00	260.00
476-420-007-000	A	1.00	260.00	260.00
476-420-008-000	A	1.00	260.00	260.00
476-420-009-000	A	1.00	260.00	260.00
476-420-010-000	A	1.00	260.00	260.00
476-420-011-000	A	1.00	260.00	260.00
476-420-012-000	A	1.00	260.00	260.00
476-420-013-000	A	1.00	260.00	260.00
476-420-014-000	A	1.00	260.00	260.00
476-420-015-000	A	1.00	260.00	260.00
476-420-016-000	A	1.00	260.00	260.00
476-420-017-000	A	1.00	260.00	260.00
476-420-018-000	A	1.00	260.00	260.00
476-420-019-000	A	1.00	260.00	260.00
476-420-020-000	A	1.00	260.00	260.00
476-420-021-000	A	1.00	260.00	260.00
476-430-001-000	A	1.00	260.00	260.00
476-430-002-000	A	1.00	260.00	260.00
476-430-003-000	A	1.00	260.00	260.00
476-430-004-000	A	1.00	260.00	260.00
476-430-005-000	A	1.00	260.00	260.00
476-430-006-000	A	1.00	260.00	260.00
476-430-007-000	A	1.00	260.00	260.00
476-430-008-000	A	1.00	260.00	260.00
476-430-009-000	A	1.00	260.00	260.00
476-430-010-000	A	1.00	260.00	260.00
476-430-011-000	A	1.00	260.00	260.00
476-430-012-000	A	1.00	260.00	260.00
476-430-013-000	A	1.00	260.00	260.00
476-430-014-000	A	1.00	260.00	260.00
476-430-015-000	A	1.00	260.00	260.00
476-430-016-000	A	1.00	260.00	260.00
476-430-017-000	A	1.00	260.00	260.00
476-430-018-000	A	1.00	260.00	260.00
476-430-019-000	A	1.00	260.00	260.00
476-430-020-000	A	1.00	260.00	260.00
476-430-021-000	A	1.00	260.00	260.00
476-440-001-000	A	1.00	260.00	260.00
476-440-002-000	A	1.00	260.00	260.00
476-440-003-000	A	1.00	260.00	260.00
476-440-004-000	A	1.00	260.00	260.00
476-440-005-000	A	1.00	260.00	260.00

City of Roseville
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APN	Zone	EBU	Balloted Maximum Assessment Rate	Balloted Maximum Assessment
476-440-006-000	A	1.00	260.00	260.00
476-440-007-000	A	1.00	260.00	260.00
476-440-008-000	A	1.00	260.00	260.00
476-440-009-000	A	1.00	260.00	260.00
476-440-010-000	A	1.00	260.00	260.00
476-440-011-000	A	1.00	260.00	260.00
476-440-012-000	A	1.00	260.00	260.00
476-440-013-000	A	1.00	260.00	260.00
476-440-014-000	A	1.00	260.00	260.00
476-440-015-000	A	1.00	260.00	260.00
476-440-016-000	A	1.00	260.00	260.00
476-440-017-000	A	1.00	260.00	260.00
476-440-018-000	A	1.00	260.00	260.00
476-440-019-000	A	1.00	260.00	260.00
476-440-020-000	A	1.00	260.00	260.00
476-440-021-000	A	1.00	260.00	260.00
476-440-022-000	A	1.00	260.00	260.00
476-440-023-000	A	1.00	260.00	260.00
476-440-024-000	A	1.00	260.00	260.00
476-440-025-000	A	1.00	260.00	260.00
476-440-026-000	A	1.00	260.00	260.00
476-440-027-000	A	1.00	260.00	260.00
476-440-028-000	A	1.00	260.00	260.00
476-450-001-000	A	1.00	260.00	260.00
476-450-002-000	A	1.00	260.00	260.00
476-450-003-000	A	1.00	260.00	260.00
476-450-004-000	A	1.00	260.00	260.00
476-450-005-000	A	1.00	260.00	260.00
476-450-006-000	A	1.00	260.00	260.00
476-450-007-000	A	1.00	260.00	260.00
476-450-008-000	A	1.00	260.00	260.00
476-450-009-000	A	1.00	260.00	260.00
476-450-010-000	A	1.00	260.00	260.00
476-450-011-000	A	1.00	260.00	260.00
476-450-012-000	A	1.00	260.00	260.00
476-450-013-000	A	1.00	260.00	260.00
476-450-014-000	A	1.00	260.00	260.00
476-450-015-000	A	1.00	260.00	260.00
476-450-016-000	A	1.00	260.00	260.00
476-450-017-000	A	1.00	260.00	260.00
476-450-018-000	A	1.00	260.00	260.00
476-450-019-000	A	1.00	260.00	260.00
476-450-020-000	A	1.00	260.00	260.00
476-450-021-000	A	1.00	260.00	260.00
476-450-022-000	A	1.00	260.00	260.00
476-450-023-000	A	1.00	260.00	260.00
476-450-024-000	A	1.00	260.00	260.00
476-450-025-000	A	1.00	260.00	260.00
476-450-026-000	A	1.00	260.00	260.00
476-450-027-000	A	1.00	260.00	260.00
476-450-028-000	A	1.00	260.00	260.00
476-450-029-000	A	1.00	260.00	260.00
476-450-030-000	A	1.00	260.00	260.00
476-450-031-000	A	1.00	260.00	260.00
476-450-032-000	A	1.00	260.00	260.00

City of Roseville
Northwest Roseville Specific Plan Landscaping and Lighting District
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APN	Zone	EBU	Balloted Maximum Assessment Rate	Balloted Maximum Assessment
476-450-033-000	A	1.00	260.00	260.00
476-450-034-000	A	1.00	260.00	260.00
476-450-035-000	A	1.00	260.00	260.00
476-450-036-000	A	1.00	260.00	260.00
476-450-037-000	A	1.00	260.00	260.00
476-450-038-000	A	1.00	260.00	260.00
476-450-039-000	A	1.00	260.00	260.00
476-450-040-000	A	1.00	260.00	260.00
476-450-041-000	A	1.00	260.00	260.00
476-450-042-000	A	1.00	260.00	260.00
476-450-043-000	A	1.00	260.00	260.00
476-450-044-000	A	1.00	260.00	260.00
476-450-045-000	A	1.00	260.00	260.00
476-450-046-000	A	1.00	260.00	260.00
476-450-047-000	A	1.00	260.00	260.00
476-450-048-000	A	1.00	260.00	260.00
476-460-001-000	A	1.00	260.00	260.00
476-460-002-000	A	1.00	260.00	260.00
476-460-003-000	A	1.00	260.00	260.00
476-460-004-000	A	1.00	260.00	260.00
476-460-005-000	A	1.00	260.00	260.00
476-460-006-000	A	1.00	260.00	260.00
476-460-007-000	A	1.00	260.00	260.00
476-460-008-000	A	1.00	260.00	260.00
476-460-009-000	A	1.00	260.00	260.00
476-460-010-000	A	1.00	260.00	260.00
476-460-011-000	A	1.00	260.00	260.00
476-460-012-000	A	1.00	260.00	260.00
476-460-013-000	A	1.00	260.00	260.00
476-460-014-000	A	1.00	260.00	260.00
476-460-015-000	A	1.00	260.00	260.00
476-460-016-000	A	1.00	260.00	260.00
476-460-017-000	A	1.00	260.00	260.00
476-460-018-000	A	1.00	260.00	260.00
476-460-019-000	A	1.00	260.00	260.00
476-460-020-000	A	1.00	260.00	260.00
476-460-021-000	A	1.00	260.00	260.00
476-460-022-000	A	1.00	260.00	260.00
476-460-023-000	A	1.00	260.00	260.00
476-460-024-000	A	1.00	260.00	260.00
476-460-025-000	A	1.00	260.00	260.00
476-460-026-000	A	1.00	260.00	260.00
476-460-027-000	A	1.00	260.00	260.00
476-460-028-000	A	1.00	260.00	260.00
477-010-039-000	A	1.00	260.00	260.00
477-010-040-000	A	1.00	260.00	260.00
477-010-041-000	A	1.00	260.00	260.00
477-010-042-000	A	1.00	260.00	260.00
477-010-043-000	A	1.00	260.00	260.00
477-010-044-000	A	1.00	260.00	260.00
477-010-045-000	A	1.00	260.00	260.00
477-010-046-000	A	1.00	260.00	260.00
477-010-047-000	A	1.00	260.00	260.00
477-010-048-000	A	1.00	260.00	260.00
477-010-049-000	A	1.00	260.00	260.00

City of Roseville
Northwest Roseville Specific Plan Landscaping and Lighting District
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APN	Zone	EBU	Balloted Maximum Assessment Rate	Balloted Maximum Assessment
477-010-050-000	A	1.00	260.00	260.00
477-010-051-000	A	1.00	260.00	260.00
477-010-052-000	A	1.00	260.00	260.00
477-010-053-000	A	1.00	260.00	260.00
477-010-054-000	A	1.00	260.00	260.00
477-010-055-000	A	1.00	260.00	260.00
477-010-056-000	A	1.00	260.00	260.00
477-010-057-000	A	1.00	260.00	260.00
477-010-058-000	A	1.00	260.00	260.00
477-010-059-000	A	1.00	260.00	260.00
477-010-060-000	A	1.00	260.00	260.00
477-010-061-000	A	1.00	260.00	260.00
477-010-062-000	A	1.00	260.00	260.00
477-030-056-000	A	1.00	260.00	260.00
477-030-057-000	A	1.00	260.00	260.00
477-030-058-000	A	1.00	260.00	260.00
477-030-059-000	A	1.00	260.00	260.00
477-030-060-000	A	1.00	260.00	260.00
477-030-061-000	A	1.00	260.00	260.00
477-030-062-000	A	1.00	260.00	260.00
477-030-063-000	A	1.00	260.00	260.00
477-030-064-000	A	1.00	260.00	260.00
477-060-003-000	A	92.50	260.00	24,050.00
477-120-001-000	A	1.00	260.00	260.00
477-120-002-000	A	1.00	260.00	260.00
477-120-003-000	A	1.00	260.00	260.00
477-120-004-000	A	1.00	260.00	260.00
477-120-005-000	A	1.00	260.00	260.00
477-120-006-000	A	1.00	260.00	260.00
477-120-007-000	A	1.00	260.00	260.00
477-120-008-000	A	1.00	260.00	260.00
477-120-009-000	A	1.00	260.00	260.00
477-120-010-000	A	1.00	260.00	260.00
477-120-011-000	A	1.00	260.00	260.00
477-120-012-000	A	1.00	260.00	260.00
477-120-013-000	A	1.00	260.00	260.00
477-120-014-000	A	1.00	260.00	260.00
477-120-015-000	A	1.00	260.00	260.00
477-120-016-000	A	1.00	260.00	260.00
477-120-017-000	A	1.00	260.00	260.00
477-120-018-000	A	1.00	260.00	260.00
477-130-001-000	A	1.00	260.00	260.00
477-130-002-000	A	1.00	260.00	260.00
477-130-003-000	A	1.00	260.00	260.00
477-130-004-000	A	1.00	260.00	260.00
477-130-005-000	A	1.00	260.00	260.00
477-130-006-000	A	1.00	260.00	260.00
477-130-007-000	A	1.00	260.00	260.00
477-130-008-000	A	1.00	260.00	260.00
477-130-009-000	A	1.00	260.00	260.00
477-130-010-000	A	1.00	260.00	260.00
477-130-011-000	A	1.00	260.00	260.00
477-130-012-000	A	1.00	260.00	260.00
477-130-013-000	A	1.00	260.00	260.00
477-130-014-000	A	1.00	260.00	260.00

City of Roseville
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APN	Zone	EBU	Balloted Maximum Assessment Rate	Balloted Maximum Assessment
477-130-015-000	A	1.00	260.00	260.00
477-130-016-000	A	1.00	260.00	260.00
477-130-017-000	A	1.00	260.00	260.00
477-130-018-000	A	1.00	260.00	260.00
477-130-019-000	A	1.00	260.00	260.00
477-130-020-000	A	1.00	260.00	260.00
477-130-021-000	A	1.00	260.00	260.00
477-130-022-000	A	1.00	260.00	260.00
477-130-023-000	A	1.00	260.00	260.00
477-130-024-000	A	1.00	260.00	260.00
477-130-025-000	A	1.00	260.00	260.00
477-130-026-000	A	1.00	260.00	260.00
477-130-027-000	A	1.00	260.00	260.00
477-130-028-000	A	1.00	260.00	260.00
477-130-029-000	A	1.00	260.00	260.00
477-130-030-000	A	1.00	260.00	260.00
477-130-031-000	A	1.00	260.00	260.00
477-130-032-000	A	1.00	260.00	260.00
477-130-033-000	A	1.00	260.00	260.00
477-130-034-000	A	1.00	260.00	260.00
477-130-035-000	A	1.00	260.00	260.00
477-130-036-000	A	1.00	260.00	260.00
477-130-037-000	A	1.00	260.00	260.00
477-130-038-000	A	1.00	260.00	260.00
477-130-039-000	A	1.00	260.00	260.00
477-130-040-000	A	1.00	260.00	260.00
477-130-041-000	A	1.00	260.00	260.00
477-130-042-000	A	1.00	260.00	260.00
477-130-043-000	A	1.00	260.00	260.00
477-130-044-000	A	1.00	260.00	260.00
477-130-045-000	A	1.00	260.00	260.00
477-130-046-000	A	1.00	260.00	260.00
477-130-047-000	A	1.00	260.00	260.00
477-130-048-000	A	1.00	260.00	260.00
477-130-049-000	A	1.00	260.00	260.00
477-130-050-000	A	1.00	260.00	260.00
477-130-051-000	A	1.00	260.00	260.00
477-130-052-000	A	1.00	260.00	260.00
477-130-053-000	A	1.00	260.00	260.00
477-130-054-000	A	1.00	260.00	260.00
477-130-055-000	A	1.00	260.00	260.00
477-130-056-000	A	1.00	260.00	260.00
477-130-057-000	A	1.00	260.00	260.00
477-130-058-000	A	1.00	260.00	260.00
477-130-059-000	A	1.00	260.00	260.00
477-130-060-000	A	1.00	260.00	260.00
477-130-061-000	A	1.00	260.00	260.00
477-130-062-000	A	1.00	260.00	260.00
477-130-063-000	A	1.00	260.00	260.00
477-130-064-000	A	1.00	260.00	260.00
477-130-065-000	A	1.00	260.00	260.00
477-130-066-000	A	1.00	260.00	260.00
477-130-067-000	A	1.00	260.00	260.00
477-130-068-000	A	1.00	260.00	260.00
477-130-069-000	A	1.00	260.00	260.00

City of Roseville
Northwest Roseville Specific Plan Landscaping and Lighting District
FY 2022/2023 Assessment Roll - Zone A

APN	Zone	EBU	Balloted Maximum Assessment Rate	Balloted Maximum Assessment
477-141-001-000	A	1.00	260.00	260.00
477-141-002-000	A	1.00	260.00	260.00
477-141-003-000	A	1.00	260.00	260.00
477-141-004-000	A	1.00	260.00	260.00
477-141-005-000	A	1.00	260.00	260.00
477-141-006-000	A	1.00	260.00	260.00
477-141-007-000	A	1.00	260.00	260.00
477-141-008-000	A	1.00	260.00	260.00
477-141-009-000	A	1.00	260.00	260.00
477-141-010-000	A	1.00	260.00	260.00
477-141-011-000	A	1.00	260.00	260.00
477-141-012-000	A	1.00	260.00	260.00
477-141-013-000	A	1.00	260.00	260.00
477-141-014-000	A	1.00	260.00	260.00
477-141-015-000	A	1.00	260.00	260.00
477-141-016-000	A	1.00	260.00	260.00
477-141-017-000	A	1.00	260.00	260.00
477-141-018-000	A	1.00	260.00	260.00
477-141-019-000	A	1.00	260.00	260.00
477-141-020-000	A	1.00	260.00	260.00
477-141-021-000	A	1.00	260.00	260.00
477-141-022-000	A	1.00	260.00	260.00
477-141-023-000	A	1.00	260.00	260.00
477-141-024-000	A	1.00	260.00	260.00
477-141-025-000	A	1.00	260.00	260.00
477-141-026-000	A	1.00	260.00	260.00
477-141-027-000	A	1.00	260.00	260.00
477-141-028-000	A	1.00	260.00	260.00
477-141-029-000	A	1.00	260.00	260.00
477-141-030-000	A	1.00	260.00	260.00
477-141-031-000	A	1.00	260.00	260.00
477-141-032-000	A	1.00	260.00	260.00
477-141-033-000	A	1.00	260.00	260.00
477-141-034-000	A	1.00	260.00	260.00
477-141-035-000	A	1.00	260.00	260.00
477-151-001-000	A	1.00	260.00	260.00
477-151-002-000	A	1.00	260.00	260.00
477-151-003-000	A	1.00	260.00	260.00
477-151-004-000	A	1.00	260.00	260.00
477-151-005-000	A	1.00	260.00	260.00
477-151-006-000	A	1.00	260.00	260.00
477-151-007-000	A	1.00	260.00	260.00
477-151-008-000	A	1.00	260.00	260.00
477-151-009-000	A	1.00	260.00	260.00
477-151-010-000	A	1.00	260.00	260.00
477-151-011-000	A	1.00	260.00	260.00
477-151-012-000	A	1.00	260.00	260.00
477-151-013-000	A	1.00	260.00	260.00
477-151-014-000	A	1.00	260.00	260.00
477-151-015-000	A	1.00	260.00	260.00
477-151-016-000	A	1.00	260.00	260.00
477-151-017-000	A	1.00	260.00	260.00
477-151-018-000	A	1.00	260.00	260.00
477-151-019-000	A	1.00	260.00	260.00
477-151-020-000	A	1.00	260.00	260.00

City of Roseville
Northwest Roseville Specific Plan Landscaping and Lighting District
FY 2022/2023 Assessment Roll - Zone A

APN	Zone	EBU	Balloted Maximum Assessment Rate	Balloted Maximum Assessment
477-151-021-000	A	1.00	260.00	260.00
477-151-022-000	A	1.00	260.00	260.00
477-151-023-000	A	1.00	260.00	260.00
477-151-024-000	A	1.00	260.00	260.00
477-151-025-000	A	1.00	260.00	260.00
477-151-026-000	A	1.00	260.00	260.00
477-151-027-000	A	1.00	260.00	260.00
477-151-028-000	A	1.00	260.00	260.00
477-151-029-000	A	1.00	260.00	260.00
477-151-030-000	A	1.00	260.00	260.00
477-151-031-000	A	1.00	260.00	260.00
477-151-032-000	A	1.00	260.00	260.00
477-151-033-000	A	1.00	260.00	260.00
477-151-034-000	A	1.00	260.00	260.00
477-151-035-000	A	1.00	260.00	260.00
477-151-036-000	A	1.00	260.00	260.00
477-151-037-000	A	1.00	260.00	260.00
477-151-038-000	A	1.00	260.00	260.00
477-151-039-000	A	1.00	260.00	260.00
477-151-040-000	A	1.00	260.00	260.00
477-151-041-000	A	1.00	260.00	260.00
477-151-042-000	A	1.00	260.00	260.00
477-151-043-000	A	1.00	260.00	260.00
477-151-044-000	A	1.00	260.00	260.00
477-151-045-000	A	1.00	260.00	260.00
477-151-046-000	A	1.00	260.00	260.00
477-151-047-000	A	1.00	260.00	260.00
477-151-048-000	A	1.00	260.00	260.00
477-151-049-000	A	1.00	260.00	260.00
477-151-050-000	A	1.00	260.00	260.00
477-151-051-000	A	1.00	260.00	260.00
477-151-052-000	A	1.00	260.00	260.00
477-151-053-000	A	1.00	260.00	260.00
477-151-054-000	A	1.00	260.00	260.00
477-151-055-000	A	1.00	260.00	260.00
477-151-056-000	A	1.00	260.00	260.00
477-151-057-000	A	1.00	260.00	260.00
477-151-058-000	A	1.00	260.00	260.00
477-151-059-000	A	1.00	260.00	260.00
477-151-060-000	A	1.00	260.00	260.00
477-151-061-000	A	1.00	260.00	260.00
477-151-062-000	A	1.00	260.00	260.00
477-151-063-000	A	1.00	260.00	260.00
477-151-064-000	A	1.00	260.00	260.00
477-151-065-000	A	1.00	260.00	260.00
477-160-001-000	A	1.00	260.00	260.00
477-160-002-000	A	1.00	260.00	260.00
477-160-003-000	A	1.00	260.00	260.00
477-160-004-000	A	1.00	260.00	260.00
477-160-005-000	A	1.00	260.00	260.00
477-160-006-000	A	1.00	260.00	260.00
477-160-007-000	A	1.00	260.00	260.00
477-160-008-000	A	1.00	260.00	260.00
477-160-009-000	A	1.00	260.00	260.00
477-160-010-000	A	1.00	260.00	260.00

City of Roseville
Northwest Roseville Specific Plan Landscaping and Lighting District
FY 2022/2023 Assessment Roll - Zone A

APN	Zone	EBU	Balloted Maximum Assessment Rate	Balloted Maximum Assessment
477-160-011-000	A	1.00	260.00	260.00
477-160-012-000	A	1.00	260.00	260.00
477-160-013-000	A	1.00	260.00	260.00
477-160-014-000	A	1.00	260.00	260.00
477-160-015-000	A	1.00	260.00	260.00
477-160-016-000	A	1.00	260.00	260.00
477-160-017-000	A	1.00	260.00	260.00
477-160-018-000	A	1.00	260.00	260.00
477-160-019-000	A	1.00	260.00	260.00
477-160-020-000	A	1.00	260.00	260.00
477-160-021-000	A	1.00	260.00	260.00
477-160-022-000	A	1.00	260.00	260.00
477-160-023-000	A	1.00	260.00	260.00
477-160-024-000	A	1.00	260.00	260.00
477-160-025-000	A	1.00	260.00	260.00
477-160-026-000	A	1.00	260.00	260.00
477-160-027-000	A	1.00	260.00	260.00
477-160-028-000	A	1.00	260.00	260.00
477-160-029-000	A	1.00	260.00	260.00
477-160-030-000	A	1.00	260.00	260.00
477-160-031-000	A	1.00	260.00	260.00
477-160-032-000	A	1.00	260.00	260.00
477-160-033-000	A	1.00	260.00	260.00
477-160-034-000	A	1.00	260.00	260.00
477-160-035-000	A	1.00	260.00	260.00
477-160-036-000	A	1.00	260.00	260.00
477-160-037-000	A	1.00	260.00	260.00
477-160-038-000	A	1.00	260.00	260.00
477-160-039-000	A	1.00	260.00	260.00
477-160-040-000	A	1.00	260.00	260.00
477-160-041-000	A	1.00	260.00	260.00
477-160-042-000	A	1.00	260.00	260.00
477-160-043-000	A	1.00	260.00	260.00
477-160-044-000	A	1.00	260.00	260.00
477-160-045-000	A	1.00	260.00	260.00
477-160-046-000	A	1.00	260.00	260.00
477-160-047-000	A	1.00	260.00	260.00
477-160-048-000	A	1.00	260.00	260.00
477-160-049-000	A	1.00	260.00	260.00
477-160-050-000	A	1.00	260.00	260.00
477-160-051-000	A	1.00	260.00	260.00
477-160-052-000	A	1.00	260.00	260.00
477-160-053-000	A	1.00	260.00	260.00
477-160-054-000	A	1.00	260.00	260.00
477-160-055-000	A	1.00	260.00	260.00
477-160-056-000	A	1.00	260.00	260.00
477-160-057-000	A	1.00	260.00	260.00
477-160-058-000	A	1.00	260.00	260.00
477-160-059-000	A	1.00	260.00	260.00
477-160-060-000	A	1.00	260.00	260.00
477-160-061-000	A	1.00	260.00	260.00
477-160-062-000	A	1.00	260.00	260.00
477-160-063-000	A	1.00	260.00	260.00
477-160-064-000	A	1.00	260.00	260.00
477-160-065-000	A	1.00	260.00	260.00

City of Roseville
Northwest Roseville Specific Plan Landscaping and Lighting District
FY 2022/2023 Assessment Roll - Zone A

APN	Zone	EBU	Balloted Maximum Assessment Rate	Balloted Maximum Assessment
477-160-066-000	A	1.00	260.00	260.00
477-160-067-000	A	1.00	260.00	260.00
477-160-068-000	A	1.00	260.00	260.00
477-160-069-000	A	1.00	260.00	260.00
477-160-070-000	A	1.00	260.00	260.00
477-170-001-000	A	1.00	260.00	260.00
477-170-002-000	A	1.00	260.00	260.00
477-170-003-000	A	1.00	260.00	260.00
477-170-004-000	A	1.00	260.00	260.00
477-170-005-000	A	1.00	260.00	260.00
477-170-006-000	A	1.00	260.00	260.00
477-170-007-000	A	1.00	260.00	260.00
477-170-008-000	A	1.00	260.00	260.00
477-170-009-000	A	1.00	260.00	260.00
477-170-010-000	A	1.00	260.00	260.00
477-170-011-000	A	1.00	260.00	260.00
477-170-012-000	A	1.00	260.00	260.00
477-170-013-000	A	1.00	260.00	260.00
477-180-001-000	A	1.00	260.00	260.00
477-180-002-000	A	1.00	260.00	260.00
477-180-003-000	A	1.00	260.00	260.00
477-180-004-000	A	1.00	260.00	260.00
477-180-005-000	A	1.00	260.00	260.00
477-180-006-000	A	1.00	260.00	260.00
477-180-007-000	A	1.00	260.00	260.00
477-180-008-000	A	1.00	260.00	260.00
477-180-009-000	A	1.00	260.00	260.00
477-180-010-000	A	1.00	260.00	260.00
477-180-011-000	A	1.00	260.00	260.00
477-180-012-000	A	1.00	260.00	260.00
477-180-013-000	A	1.00	260.00	260.00
477-180-014-000	A	1.00	260.00	260.00
477-180-015-000	A	1.00	260.00	260.00
477-180-016-000	A	1.00	260.00	260.00
477-180-017-000	A	1.00	260.00	260.00
477-180-018-000	A	1.00	260.00	260.00
477-180-019-000	A	1.00	260.00	260.00
477-180-020-000	A	1.00	260.00	260.00
477-180-021-000	A	1.00	260.00	260.00
477-180-022-000	A	1.00	260.00	260.00
477-180-023-000	A	1.00	260.00	260.00
477-180-024-000	A	1.00	260.00	260.00
477-180-025-000	A	1.00	260.00	260.00
477-180-026-000	A	1.00	260.00	260.00
477-180-027-000	A	1.00	260.00	260.00
477-180-028-000	A	1.00	260.00	260.00
477-180-029-000	A	1.00	260.00	260.00
477-180-030-000	A	1.00	260.00	260.00
477-180-031-000	A	1.00	260.00	260.00
477-180-032-000	A	1.00	260.00	260.00
477-180-033-000	A	1.00	260.00	260.00
477-180-034-000	A	1.00	260.00	260.00
477-180-035-000	A	1.00	260.00	260.00
477-180-036-000	A	1.00	260.00	260.00
477-180-037-000	A	1.00	260.00	260.00

City of Roseville
Northwest Roseville Specific Plan Landscaping and Lighting District
FY 2022/2023 Assessment Roll - Zone A

APN	Zone	EBU	Balloted Maximum Assessment Rate	Balloted Maximum Assessment
477-180-038-000	A	1.00	260.00	260.00
477-180-039-000	A	1.00	260.00	260.00
477-180-040-000	A	1.00	260.00	260.00
477-180-041-000	A	1.00	260.00	260.00
477-180-042-000	A	1.00	260.00	260.00
477-180-043-000	A	1.00	260.00	260.00
477-180-044-000	A	1.00	260.00	260.00
477-180-045-000	A	1.00	260.00	260.00
477-180-046-000	A	1.00	260.00	260.00
477-180-047-000	A	1.00	260.00	260.00
477-180-048-000	A	1.00	260.00	260.00
477-180-049-000	A	1.00	260.00	260.00
477-180-050-000	A	1.00	260.00	260.00
477-180-051-000	A	1.00	260.00	260.00
477-180-052-000	A	1.00	260.00	260.00
477-180-053-000	A	1.00	260.00	260.00
477-180-054-000	A	1.00	260.00	260.00
477-180-055-000	A	1.00	260.00	260.00
477-180-056-000	A	1.00	260.00	260.00
477-180-057-000	A	1.00	260.00	260.00
477-180-058-000	A	1.00	260.00	260.00
477-180-059-000	A	1.00	260.00	260.00
477-180-060-000	A	1.00	260.00	260.00
477-180-061-000	A	1.00	260.00	260.00
477-180-062-000	A	1.00	260.00	260.00
477-180-063-000	A	1.00	260.00	260.00
477-180-064-000	A	1.00	260.00	260.00
477-180-065-000	A	1.00	260.00	260.00
477-180-066-000	A	1.00	260.00	260.00
477-180-067-000	A	1.00	260.00	260.00
477-180-068-000	A	1.00	260.00	260.00
477-180-069-000	A	1.00	260.00	260.00
477-180-070-000	A	1.00	260.00	260.00
477-180-071-000	A	1.00	260.00	260.00
477-180-072-000	A	1.00	260.00	260.00
477-180-073-000	A	1.00	260.00	260.00
477-180-074-000	A	1.00	260.00	260.00
477-180-075-000	A	1.00	260.00	260.00
477-180-076-000	A	1.00	260.00	260.00
477-180-078-000	A	1.00	260.00	260.00
477-180-079-000	A	1.00	260.00	260.00
477-180-080-000	A	1.00	260.00	260.00
477-180-081-000	A	1.00	260.00	260.00
477-180-082-000	A	1.00	260.00	260.00
477-180-083-000	A	1.00	260.00	260.00
477-180-085-000	A	1.00	260.00	260.00
477-190-001-000	A	1.00	260.00	260.00
477-190-002-000	A	1.00	260.00	260.00
477-190-003-000	A	1.00	260.00	260.00
477-190-004-000	A	1.00	260.00	260.00
477-190-005-000	A	1.00	260.00	260.00
477-190-006-000	A	1.00	260.00	260.00
477-190-007-000	A	1.00	260.00	260.00
477-190-008-000	A	1.00	260.00	260.00
477-190-009-000	A	1.00	260.00	260.00

City of Roseville
Northwest Roseville Specific Plan Landscaping and Lighting District
FY 2022/2023 Assessment Roll - Zone A

APN	Zone	EBU	Balloted Maximum Assessment Rate	Balloted Maximum Assessment
477-190-010-000	A	1.00	260.00	260.00
477-190-011-000	A	1.00	260.00	260.00
477-190-012-000	A	1.00	260.00	260.00
477-190-013-000	A	1.00	260.00	260.00
477-190-014-000	A	1.00	260.00	260.00
477-190-015-000	A	1.00	260.00	260.00
477-190-016-000	A	1.00	260.00	260.00
477-190-017-000	A	1.00	260.00	260.00
477-190-018-000	A	1.00	260.00	260.00
477-190-019-000	A	1.00	260.00	260.00
477-190-020-000	A	1.00	260.00	260.00
477-190-021-000	A	1.00	260.00	260.00
477-190-022-000	A	1.00	260.00	260.00
477-190-023-000	A	1.00	260.00	260.00
477-190-024-000	A	1.00	260.00	260.00
477-190-025-000	A	1.00	260.00	260.00
477-190-026-000	A	1.00	260.00	260.00
477-190-027-000	A	1.00	260.00	260.00
477-190-028-000	A	1.00	260.00	260.00
477-190-029-000	A	1.00	260.00	260.00
477-190-030-000	A	1.00	260.00	260.00
477-190-031-000	A	1.00	260.00	260.00
477-190-032-000	A	1.00	260.00	260.00
477-190-033-000	A	1.00	260.00	260.00
477-190-034-000	A	1.00	260.00	260.00
477-190-035-000	A	1.00	260.00	260.00
477-190-036-000	A	1.00	260.00	260.00
477-190-037-000	A	1.00	260.00	260.00
477-190-038-000	A	1.00	260.00	260.00
477-190-039-000	A	1.00	260.00	260.00
477-190-040-000	A	1.00	260.00	260.00
477-190-041-000	A	1.00	260.00	260.00
477-190-042-000	A	1.00	260.00	260.00
477-190-043-000	A	1.00	260.00	260.00
477-190-044-000	A	1.00	260.00	260.00
477-190-045-000	A	1.00	260.00	260.00
477-190-046-000	A	1.00	260.00	260.00
477-190-047-000	A	1.00	260.00	260.00
477-190-048-000	A	1.00	260.00	260.00
477-190-049-000	A	1.00	260.00	260.00
477-190-050-000	A	1.00	260.00	260.00
477-190-051-000	A	1.00	260.00	260.00
477-190-052-000	A	1.00	260.00	260.00
477-190-053-000	A	1.00	260.00	260.00
477-190-054-000	A	1.00	260.00	260.00
477-190-055-000	A	1.00	260.00	260.00
477-190-056-000	A	1.00	260.00	260.00
477-190-057-000	A	1.00	260.00	260.00
477-190-058-000	A	1.00	260.00	260.00
477-190-059-000	A	1.00	260.00	260.00
477-190-060-000	A	1.00	260.00	260.00
477-190-061-000	A	1.00	260.00	260.00
477-190-062-000	A	1.00	260.00	260.00
477-190-063-000	A	1.00	260.00	260.00
477-190-064-000	A	1.00	260.00	260.00

City of Roseville
Northwest Roseville Specific Plan Landscaping and Lighting District
FY 2022/2023 Assessment Roll - Zone A

APN	Zone	EBU	Balloted Maximum Assessment Rate	Balloted Maximum Assessment
477-190-065-000	A	1.00	260.00	260.00
477-190-066-000	A	1.00	260.00	260.00
477-190-067-000	A	1.00	260.00	260.00
477-200-001-000	A	1.00	260.00	260.00
477-200-002-000	A	1.00	260.00	260.00
477-200-003-000	A	1.00	260.00	260.00
477-200-004-000	A	1.00	260.00	260.00
477-200-005-000	A	1.00	260.00	260.00
477-200-006-000	A	1.00	260.00	260.00
477-200-007-000	A	1.00	260.00	260.00
477-200-008-000	A	1.00	260.00	260.00
477-200-009-000	A	1.00	260.00	260.00
477-200-010-000	A	1.00	260.00	260.00
477-200-011-000	A	1.00	260.00	260.00
477-200-012-000	A	1.00	260.00	260.00
477-200-013-000	A	1.00	260.00	260.00
477-200-014-000	A	1.00	260.00	260.00
477-200-015-000	A	1.00	260.00	260.00
477-200-016-000	A	1.00	260.00	260.00
477-200-017-000	A	1.00	260.00	260.00
477-200-018-000	A	1.00	260.00	260.00
477-200-019-000	A	1.00	260.00	260.00
477-200-020-000	A	1.00	260.00	260.00
477-200-023-000	A	1.00	260.00	260.00
477-200-024-000	A	1.00	260.00	260.00
477-200-025-000	A	1.00	260.00	260.00
477-200-026-000	A	1.00	260.00	260.00
477-200-027-000	A	1.00	260.00	260.00
477-200-028-000	A	1.00	260.00	260.00
477-200-029-000	A	1.00	260.00	260.00
477-200-030-000	A	1.00	260.00	260.00
477-200-031-000	A	1.00	260.00	260.00
477-200-032-000	A	1.00	260.00	260.00
477-200-033-000	A	1.00	260.00	260.00
477-200-034-000	A	1.00	260.00	260.00
477-200-035-000	A	1.00	260.00	260.00
477-200-036-000	A	1.00	260.00	260.00
477-200-037-000	A	1.00	260.00	260.00
477-200-038-000	A	1.00	260.00	260.00
477-200-039-000	A	1.00	260.00	260.00
477-200-040-000	A	1.00	260.00	260.00
477-200-041-000	A	1.00	260.00	260.00
477-200-042-000	A	1.00	260.00	260.00
477-200-043-000	A	1.00	260.00	260.00
477-200-044-000	A	1.00	260.00	260.00
477-200-045-000	A	1.00	260.00	260.00
477-200-046-000	A	1.00	260.00	260.00
477-200-047-000	A	1.00	260.00	260.00
477-200-048-000	A	1.00	260.00	260.00
477-200-049-000	A	1.00	260.00	260.00
477-200-050-000	A	1.00	260.00	260.00
477-200-051-000	A	1.00	260.00	260.00
477-200-052-000	A	1.00	260.00	260.00
477-200-053-000	A	1.00	260.00	260.00
477-200-054-000	A	1.00	260.00	260.00

City of Roseville
Northwest Roseville Specific Plan Landscaping and Lighting District
FY 2022/2023 Assessment Roll - Zone A

APN	Zone	EBU	Balloted Maximum Assessment Rate	Balloted Maximum Assessment
477-200-055-000	A	1.00	260.00	260.00
477-200-056-000	A	1.00	260.00	260.00
477-200-057-000	A	1.00	260.00	260.00
477-200-058-000	A	1.00	260.00	260.00
477-200-059-000	A	1.00	260.00	260.00
477-200-060-000	A	1.00	260.00	260.00
477-200-061-000	A	1.00	260.00	260.00
477-200-062-000	A	1.00	260.00	260.00
477-200-063-000	A	1.00	260.00	260.00
477-200-064-000	A	1.00	260.00	260.00
477-200-065-000	A	1.00	260.00	260.00
477-200-066-000	A	1.00	260.00	260.00
477-200-067-000	A	1.00	260.00	260.00
477-200-068-000	A	1.00	260.00	260.00
477-200-069-000	A	1.00	260.00	260.00
477-200-070-000	A	1.00	260.00	260.00
477-200-071-000	A	1.00	260.00	260.00
477-200-072-000	A	1.00	260.00	260.00
477-200-073-000	A	1.00	260.00	260.00
477-200-074-000	A	1.00	260.00	260.00
477-210-001-000	A	1.00	260.00	260.00
477-210-002-000	A	1.00	260.00	260.00
477-210-003-000	A	1.00	260.00	260.00
477-210-004-000	A	1.00	260.00	260.00
477-210-005-000	A	1.00	260.00	260.00
477-210-006-000	A	1.00	260.00	260.00
477-210-007-000	A	1.00	260.00	260.00
477-210-008-000	A	1.00	260.00	260.00
477-210-009-000	A	1.00	260.00	260.00
477-210-010-000	A	1.00	260.00	260.00
477-210-011-000	A	1.00	260.00	260.00
477-210-012-000	A	1.00	260.00	260.00
477-210-013-000	A	1.00	260.00	260.00
477-210-014-000	A	1.00	260.00	260.00
477-210-015-000	A	1.00	260.00	260.00
477-210-016-000	A	1.00	260.00	260.00
477-210-017-000	A	1.00	260.00	260.00
477-210-018-000	A	1.00	260.00	260.00
477-210-019-000	A	1.00	260.00	260.00
477-210-020-000	A	1.00	260.00	260.00
477-210-027-000	A	1.00	260.00	260.00
477-210-028-000	A	1.00	260.00	260.00
477-210-029-000	A	1.00	260.00	260.00
477-210-030-000	A	1.00	260.00	260.00
477-210-031-000	A	1.00	260.00	260.00
477-210-032-000	A	1.00	260.00	260.00
477-210-033-000	A	1.00	260.00	260.00
477-210-034-000	A	1.00	260.00	260.00
477-210-035-000	A	1.00	260.00	260.00
477-210-036-000	A	1.00	260.00	260.00
477-210-037-000	A	1.00	260.00	260.00
477-210-038-000	A	1.00	260.00	260.00
477-210-039-000	A	1.00	260.00	260.00
477-210-040-000	A	1.00	260.00	260.00
477-210-041-000	A	1.00	260.00	260.00

City of Roseville
Northwest Roseville Specific Plan Landscaping and Lighting District
FY 2022/2023 Assessment Roll - Zone A

APN	Zone	EBU	Balloted Maximum Assessment Rate	Balloted Maximum Assessment
477-210-042-000	A	1.00	260.00	260.00
477-210-043-000	A	1.00	260.00	260.00
477-210-044-000	A	1.00	260.00	260.00
477-210-045-000	A	1.00	260.00	260.00
477-210-046-000	A	1.00	260.00	260.00
477-210-047-000	A	1.00	260.00	260.00
477-210-048-000	A	1.00	260.00	260.00
477-210-049-000	A	1.00	260.00	260.00
477-210-050-000	A	1.00	260.00	260.00
477-210-051-000	A	1.00	260.00	260.00
477-210-052-000	A	1.00	260.00	260.00
477-210-053-000	A	1.00	260.00	260.00
477-210-054-000	A	1.00	260.00	260.00
477-210-055-000	A	1.00	260.00	260.00
477-210-056-000	A	1.00	260.00	260.00
477-210-057-000	A	1.00	260.00	260.00
477-210-058-000	A	1.00	260.00	260.00
477-210-059-000	A	1.00	260.00	260.00
477-210-060-000	A	1.00	260.00	260.00
477-210-061-000	A	1.00	260.00	260.00
477-210-062-000	A	1.00	260.00	260.00
477-210-063-000	A	1.00	260.00	260.00
477-210-064-000	A	1.00	260.00	260.00
477-210-065-000	A	1.00	260.00	260.00
477-210-066-000	A	1.00	260.00	260.00
477-210-067-000	A	1.00	260.00	260.00
477-210-068-000	A	1.00	260.00	260.00
477-210-069-000	A	1.00	260.00	260.00
477-210-070-000	A	1.00	260.00	260.00
477-220-001-000	A	1.00	260.00	260.00
477-220-002-000	A	1.00	260.00	260.00
477-220-003-000	A	1.00	260.00	260.00
477-220-004-000	A	1.00	260.00	260.00
477-220-005-000	A	1.00	260.00	260.00
477-220-006-000	A	1.00	260.00	260.00
477-220-007-000	A	1.00	260.00	260.00
477-220-008-000	A	1.00	260.00	260.00
477-220-009-000	A	1.00	260.00	260.00
477-220-010-000	A	1.00	260.00	260.00
477-220-011-000	A	1.00	260.00	260.00
477-220-012-000	A	1.00	260.00	260.00
477-230-001-000	A	1.00	260.00	260.00
477-230-002-000	A	1.00	260.00	260.00
477-230-003-000	A	1.00	260.00	260.00
477-230-004-000	A	1.00	260.00	260.00
477-230-005-000	A	1.00	260.00	260.00
477-230-006-000	A	1.00	260.00	260.00
477-230-007-000	A	1.00	260.00	260.00
477-230-008-000	A	1.00	260.00	260.00
477-230-009-000	A	1.00	260.00	260.00
477-230-010-000	A	1.00	260.00	260.00
477-230-011-000	A	1.00	260.00	260.00
477-230-012-000	A	1.00	260.00	260.00
477-230-013-000	A	1.00	260.00	260.00
477-230-014-000	A	1.00	260.00	260.00

City of Roseville
Northwest Roseville Specific Plan Landscaping and Lighting District
FY 2022/2023 Assessment Roll - Zone A

APN	Zone	EBU	Balloted Maximum Assessment Rate	Balloted Maximum Assessment
477-230-015-000	A	1.00	260.00	260.00
477-230-016-000	A	1.00	260.00	260.00
477-230-017-000	A	1.00	260.00	260.00
477-230-018-000	A	1.00	260.00	260.00
477-230-019-000	A	1.00	260.00	260.00
477-230-020-000	A	1.00	260.00	260.00
477-230-021-000	A	1.00	260.00	260.00
477-230-022-000	A	1.00	260.00	260.00
477-230-023-000	A	1.00	260.00	260.00
477-230-024-000	A	1.00	260.00	260.00
477-230-025-000	A	1.00	260.00	260.00
477-230-026-000	A	1.00	260.00	260.00
477-230-027-000	A	1.00	260.00	260.00
477-230-028-000	A	1.00	260.00	260.00
477-230-029-000	A	1.00	260.00	260.00
477-230-030-000	A	1.00	260.00	260.00
477-230-031-000	A	1.00	260.00	260.00
477-230-032-000	A	1.00	260.00	260.00
477-230-033-000	A	1.00	260.00	260.00
477-230-040-000	A	1.00	260.00	260.00
477-230-042-000	A	1.00	260.00	260.00
477-230-043-000	A	1.00	260.00	260.00
477-230-044-000	A	1.00	260.00	260.00
477-230-045-000	A	1.00	260.00	260.00
477-230-046-000	A	1.00	260.00	260.00
477-230-047-000	A	1.00	260.00	260.00
477-240-001-000	A	1.00	260.00	260.00
477-240-002-000	A	1.00	260.00	260.00
477-240-003-000	A	1.00	260.00	260.00
477-240-004-000	A	1.00	260.00	260.00
477-240-005-000	A	1.00	260.00	260.00
477-240-006-000	A	1.00	260.00	260.00
477-240-007-000	A	1.00	260.00	260.00
477-240-008-000	A	1.00	260.00	260.00
477-240-009-000	A	1.00	260.00	260.00
477-240-010-000	A	1.00	260.00	260.00
477-240-011-000	A	1.00	260.00	260.00
477-240-012-000	A	1.00	260.00	260.00
477-240-013-000	A	1.00	260.00	260.00
477-240-014-000	A	1.00	260.00	260.00
477-240-015-000	A	1.00	260.00	260.00
477-240-016-000	A	1.00	260.00	260.00
477-240-017-000	A	1.00	260.00	260.00
477-240-018-000	A	1.00	260.00	260.00
477-240-019-000	A	1.00	260.00	260.00
477-240-020-000	A	1.00	260.00	260.00
477-240-021-000	A	1.00	260.00	260.00
477-240-022-000	A	1.00	260.00	260.00
477-240-023-000	A	1.00	260.00	260.00
477-240-024-000	A	1.00	260.00	260.00
477-240-025-000	A	1.00	260.00	260.00
477-240-026-000	A	1.00	260.00	260.00
477-240-027-000	A	1.00	260.00	260.00
477-240-028-000	A	1.00	260.00	260.00
477-240-029-000	A	1.00	260.00	260.00

City of Roseville
Northwest Roseville Specific Plan Landscaping and Lighting District
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APN	Zone	EBU	Balloted Maximum Assessment Rate	Balloted Maximum Assessment
477-240-030-000	A	1.00	260.00	260.00
477-240-031-000	A	1.00	260.00	260.00
477-240-032-000	A	1.00	260.00	260.00
477-240-033-000	A	1.00	260.00	260.00
477-240-034-000	A	1.00	260.00	260.00
477-240-035-000	A	1.00	260.00	260.00
477-240-036-000	A	1.00	260.00	260.00
477-240-037-000	A	1.00	260.00	260.00
477-240-038-000	A	1.00	260.00	260.00
477-240-039-000	A	1.00	260.00	260.00
477-250-001-000	A	1.00	260.00	260.00
477-250-002-000	A	1.00	260.00	260.00
477-250-003-000	A	1.00	260.00	260.00
477-250-004-000	A	1.00	260.00	260.00
477-250-005-000	A	1.00	260.00	260.00
477-250-006-000	A	1.00	260.00	260.00
477-250-007-000	A	1.00	260.00	260.00
477-250-008-000	A	1.00	260.00	260.00
477-250-009-000	A	1.00	260.00	260.00
477-250-010-000	A	1.00	260.00	260.00
477-250-011-000	A	1.00	260.00	260.00
477-250-012-000	A	1.00	260.00	260.00
477-250-013-000	A	1.00	260.00	260.00
477-250-014-000	A	1.00	260.00	260.00
477-250-015-000	A	1.00	260.00	260.00
477-250-016-000	A	1.00	260.00	260.00
477-250-017-000	A	1.00	260.00	260.00
477-250-018-000	A	1.00	260.00	260.00
477-250-019-000	A	1.00	260.00	260.00
477-250-020-000	A	1.00	260.00	260.00
477-250-021-000	A	1.00	260.00	260.00
477-250-022-000	A	1.00	260.00	260.00
477-250-023-000	A	1.00	260.00	260.00
477-250-024-000	A	1.00	260.00	260.00
477-250-025-000	A	1.00	260.00	260.00
477-250-026-000	A	1.00	260.00	260.00
477-250-027-000	A	1.00	260.00	260.00
477-250-028-000	A	1.00	260.00	260.00
477-260-001-000	A	1.00	260.00	260.00
477-260-002-000	A	1.00	260.00	260.00
477-260-003-000	A	1.00	260.00	260.00
477-260-004-000	A	1.00	260.00	260.00
477-260-005-000	A	1.00	260.00	260.00
477-260-006-000	A	1.00	260.00	260.00
477-260-007-000	A	1.00	260.00	260.00
477-260-008-000	A	1.00	260.00	260.00
477-260-009-000	A	1.00	260.00	260.00
477-260-010-000	A	1.00	260.00	260.00
477-260-011-000	A	1.00	260.00	260.00
477-260-012-000	A	1.00	260.00	260.00
477-260-013-000	A	1.00	260.00	260.00
477-260-014-000	A	1.00	260.00	260.00
477-260-015-000	A	1.00	260.00	260.00
477-260-016-000	A	1.00	260.00	260.00
477-260-017-000	A	1.00	260.00	260.00

City of Roseville
Northwest Roseville Specific Plan Landscaping and Lighting District
FY 2022/2023 Assessment Roll - Zone A

APN	Zone	EBU	Balloted Maximum Assessment Rate	Balloted Maximum Assessment
477-260-018-000	A	1.00	260.00	260.00
477-260-019-000	A	1.00	260.00	260.00
477-260-020-000	A	1.00	260.00	260.00
477-260-021-000	A	1.00	260.00	260.00
477-260-022-000	A	1.00	260.00	260.00
477-260-023-000	A	1.00	260.00	260.00
477-260-024-000	A	1.00	260.00	260.00
477-260-025-000	A	1.00	260.00	260.00
477-260-026-000	A	1.00	260.00	260.00
477-260-027-000	A	1.00	260.00	260.00
477-260-028-000	A	1.00	260.00	260.00
477-260-029-000	A	1.00	260.00	260.00
477-260-030-000	A	1.00	260.00	260.00
477-270-002-000	A	1.00	260.00	260.00
477-270-003-000	A	1.00	260.00	260.00
477-270-004-000	A	1.00	260.00	260.00
477-270-005-000	A	1.00	260.00	260.00
477-270-006-000	A	1.00	260.00	260.00
477-270-007-000	A	1.00	260.00	260.00
477-270-008-000	A	1.00	260.00	260.00
477-270-009-000	A	1.00	260.00	260.00
477-270-010-000	A	1.00	260.00	260.00
477-270-011-000	A	1.00	260.00	260.00
477-270-012-000	A	1.00	260.00	260.00
477-270-013-000	A	1.00	260.00	260.00
477-270-014-000	A	1.00	260.00	260.00
477-270-015-000	A	1.00	260.00	260.00
477-270-016-000	A	1.00	260.00	260.00
477-270-017-000	A	1.00	260.00	260.00
477-270-018-000	A	1.00	260.00	260.00
477-270-019-000	A	1.00	260.00	260.00
477-270-020-000	A	1.00	260.00	260.00
477-270-021-000	A	1.00	260.00	260.00
477-270-022-000	A	1.00	260.00	260.00
477-270-023-000	A	1.00	260.00	260.00
477-270-024-000	A	1.00	260.00	260.00
477-270-025-000	A	1.00	260.00	260.00
477-270-026-000	A	1.00	260.00	260.00
477-270-027-000	A	1.00	260.00	260.00
477-270-028-000	A	1.00	260.00	260.00
477-270-029-000	A	1.00	260.00	260.00
477-270-030-000	A	1.00	260.00	260.00
477-270-031-000	A	1.00	260.00	260.00
477-270-032-000	A	1.00	260.00	260.00
477-270-033-000	A	1.00	260.00	260.00
477-270-034-000	A	1.00	260.00	260.00
477-270-035-000	A	1.00	260.00	260.00
477-270-036-000	A	1.00	260.00	260.00
477-280-001-000	A	1.00	260.00	260.00
477-280-002-000	A	1.00	260.00	260.00
477-280-003-000	A	1.00	260.00	260.00
477-280-004-000	A	1.00	260.00	260.00
477-280-005-000	A	1.00	260.00	260.00
477-280-006-000	A	1.00	260.00	260.00
477-280-007-000	A	1.00	260.00	260.00

City of Roseville
Northwest Roseville Specific Plan Landscaping and Lighting District
FY 2022/2023 Assessment Roll - Zone A

APN	Zone	EBU	Balloted Maximum Assessment Rate	Balloted Maximum Assessment
477-280-008-000	A	1.00	260.00	260.00
477-280-009-000	A	1.00	260.00	260.00
477-280-010-000	A	1.00	260.00	260.00
477-280-011-000	A	1.00	260.00	260.00
477-280-012-000	A	1.00	260.00	260.00
477-280-013-000	A	1.00	260.00	260.00
477-280-014-000	A	1.00	260.00	260.00
477-280-015-000	A	1.00	260.00	260.00
477-280-016-000	A	1.00	260.00	260.00
477-280-017-000	A	1.00	260.00	260.00
477-280-018-000	A	1.00	260.00	260.00
477-280-019-000	A	1.00	260.00	260.00
477-280-020-000	A	1.00	260.00	260.00
477-280-021-000	A	1.00	260.00	260.00
477-280-022-000	A	1.00	260.00	260.00
477-280-023-000	A	1.00	260.00	260.00
477-280-024-000	A	1.00	260.00	260.00
477-280-025-000	A	1.00	260.00	260.00
477-280-026-000	A	1.00	260.00	260.00
477-280-027-000	A	1.00	260.00	260.00
477-280-028-000	A	1.00	260.00	260.00
477-280-029-000	A	1.00	260.00	260.00
477-280-030-000	A	1.00	260.00	260.00
477-280-031-000	A	1.00	260.00	260.00
477-280-032-000	A	1.00	260.00	260.00
477-280-033-000	A	1.00	260.00	260.00
477-290-001-000	A	1.00	260.00	260.00
477-290-002-000	A	1.00	260.00	260.00
477-290-003-000	A	1.00	260.00	260.00
477-290-004-000	A	1.00	260.00	260.00
477-290-005-000	A	1.00	260.00	260.00
477-290-008-000	A	1.00	260.00	260.00
477-290-009-000	A	1.00	260.00	260.00
477-290-010-000	A	1.00	260.00	260.00
477-290-011-000	A	1.00	260.00	260.00
477-290-012-000	A	1.00	260.00	260.00
477-290-013-000	A	1.00	260.00	260.00
477-290-014-000	A	1.00	260.00	260.00
477-290-015-000	A	1.00	260.00	260.00
477-290-016-000	A	1.00	260.00	260.00
477-290-017-000	A	1.00	260.00	260.00
477-290-018-000	A	1.00	260.00	260.00
477-290-019-000	A	1.00	260.00	260.00
477-290-020-000	A	1.00	260.00	260.00
477-290-021-000	A	1.00	260.00	260.00
477-290-022-000	A	1.00	260.00	260.00
477-290-023-000	A	1.00	260.00	260.00
477-290-024-000	A	1.00	260.00	260.00
477-290-027-000	A	1.00	260.00	260.00
477-290-028-000	A	1.00	260.00	260.00
477-300-001-000	A	1.00	260.00	260.00
477-300-002-000	A	1.00	260.00	260.00
477-300-003-000	A	1.00	260.00	260.00
477-300-004-000	A	1.00	260.00	260.00
477-300-005-000	A	1.00	260.00	260.00

City of Roseville
Northwest Roseville Specific Plan Landscaping and Lighting District
FY 2022/2023 Assessment Roll - Zone A

APN	Zone	EBU	Balloted Maximum Assessment Rate	Balloted Maximum Assessment
477-300-006-000	A	1.00	260.00	260.00
477-300-007-000	A	1.00	260.00	260.00
477-300-008-000	A	1.00	260.00	260.00
477-300-009-000	A	1.00	260.00	260.00
477-300-010-000	A	1.00	260.00	260.00
477-300-011-000	A	1.00	260.00	260.00
477-300-012-000	A	1.00	260.00	260.00
477-300-013-000	A	1.00	260.00	260.00
477-300-014-000	A	1.00	260.00	260.00
477-300-015-000	A	1.00	260.00	260.00
477-300-016-000	A	1.00	260.00	260.00
477-300-017-000	A	1.00	260.00	260.00
477-300-018-000	A	1.00	260.00	260.00
477-300-019-000	A	1.00	260.00	260.00
477-300-020-000	A	1.00	260.00	260.00
477-300-021-000	A	1.00	260.00	260.00
477-300-022-000	A	1.00	260.00	260.00
477-300-023-000	A	1.00	260.00	260.00
477-300-024-000	A	1.00	260.00	260.00
477-300-025-000	A	1.00	260.00	260.00
477-300-026-000	A	1.00	260.00	260.00
477-300-027-000	A	1.00	260.00	260.00
477-300-028-000	A	1.00	260.00	260.00
477-300-029-000	A	1.00	260.00	260.00
477-300-030-000	A	1.00	260.00	260.00
477-300-031-000	A	1.00	260.00	260.00
477-300-032-000	A	1.00	260.00	260.00
477-300-033-000	A	1.00	260.00	260.00
477-300-034-000	A	1.00	260.00	260.00
477-300-035-000	A	1.00	260.00	260.00
477-300-036-000	A	1.00	260.00	260.00
477-300-037-000	A	1.00	260.00	260.00
477-300-038-000	A	1.00	260.00	260.00
477-300-039-000	A	1.00	260.00	260.00
477-300-040-000	A	1.00	260.00	260.00
477-300-041-000	A	1.00	260.00	260.00
477-300-042-000	A	1.00	260.00	260.00
477-300-043-000	A	1.00	260.00	260.00
477-300-044-000	A	1.00	260.00	260.00
477-300-045-000	A	1.00	260.00	260.00
477-300-046-000	A	1.00	260.00	260.00
477-300-047-000	A	1.00	260.00	260.00
477-300-048-000	A	1.00	260.00	260.00
477-300-049-000	A	1.00	260.00	260.00
477-300-050-000	A	1.00	260.00	260.00
477-300-051-000	A	1.00	260.00	260.00
477-300-052-000	A	1.00	260.00	260.00
477-300-053-000	A	1.00	260.00	260.00
477-310-001-000	A	1.00	260.00	260.00
477-310-002-000	A	1.00	260.00	260.00
477-310-003-000	A	1.00	260.00	260.00
477-310-004-000	A	1.00	260.00	260.00
477-310-005-000	A	1.00	260.00	260.00
477-310-006-000	A	1.00	260.00	260.00
477-310-007-000	A	1.00	260.00	260.00

City of Roseville
Northwest Roseville Specific Plan Landscaping and Lighting District
FY 2022/2023 Assessment Roll - Zone A

APN	Zone	EBU	Balloted Maximum Assessment Rate	Balloted Maximum Assessment
477-310-008-000	A	1.00	260.00	260.00
477-310-009-000	A	1.00	260.00	260.00
477-310-010-000	A	1.00	260.00	260.00
477-310-011-000	A	1.00	260.00	260.00
477-310-012-000	A	1.00	260.00	260.00
477-310-013-000	A	1.00	260.00	260.00
477-310-014-000	A	1.00	260.00	260.00
477-310-015-000	A	1.00	260.00	260.00
477-310-016-000	A	1.00	260.00	260.00
477-310-017-000	A	1.00	260.00	260.00
477-310-018-000	A	1.00	260.00	260.00
477-310-019-000	A	1.00	260.00	260.00
477-310-020-000	A	1.00	260.00	260.00
477-310-021-000	A	1.00	260.00	260.00
477-310-022-000	A	1.00	260.00	260.00
477-310-023-000	A	1.00	260.00	260.00
477-310-024-000	A	1.00	260.00	260.00
477-310-025-000	A	1.00	260.00	260.00
477-310-026-000	A	1.00	260.00	260.00
477-310-027-000	A	1.00	260.00	260.00
477-310-028-000	A	1.00	260.00	260.00
477-310-029-000	A	1.00	260.00	260.00
477-310-030-000	A	1.00	260.00	260.00
477-310-031-000	A	1.00	260.00	260.00
477-310-032-000	A	1.00	260.00	260.00
477-310-033-000	A	1.00	260.00	260.00
477-310-034-000	A	1.00	260.00	260.00
477-310-035-000	A	1.00	260.00	260.00
477-310-036-000	A	1.00	260.00	260.00
477-310-037-000	A	1.00	260.00	260.00
477-310-038-000	A	1.00	260.00	260.00
477-310-039-000	A	1.00	260.00	260.00
477-310-040-000	A	1.00	260.00	260.00
477-310-041-000	A	1.00	260.00	260.00
477-310-042-000	A	1.00	260.00	260.00
477-310-043-000	A	1.00	260.00	260.00
477-310-044-000	A	1.00	260.00	260.00
477-310-045-000	A	1.00	260.00	260.00
477-310-046-000	A	1.00	260.00	260.00
477-310-047-000	A	1.00	260.00	260.00
477-310-048-000	A	1.00	260.00	260.00
477-310-049-000	A	1.00	260.00	260.00
477-310-050-000	A	1.00	260.00	260.00
477-310-051-000	A	1.00	260.00	260.00
477-310-052-000	A	1.00	260.00	260.00
477-310-053-000	A	1.00	260.00	260.00
477-310-054-000	A	1.00	260.00	260.00
477-310-055-000	A	1.00	260.00	260.00
477-310-056-000	A	1.00	260.00	260.00
477-310-057-000	A	1.00	260.00	260.00
477-310-058-000	A	1.00	260.00	260.00
477-310-059-000	A	1.00	260.00	260.00
477-310-060-000	A	1.00	260.00	260.00
477-310-061-000	A	1.00	260.00	260.00
477-310-062-000	A	1.00	260.00	260.00

City of Roseville
Northwest Roseville Specific Plan Landscaping and Lighting District
FY 2022/2023 Assessment Roll - Zone A

APN	Zone	EBU	Balloted Maximum Assessment Rate	Balloted Maximum Assessment
477-310-063-000	A	1.00	260.00	260.00
477-310-064-000	A	1.00	260.00	260.00
477-310-065-000	A	1.00	260.00	260.00
477-310-066-000	A	1.00	260.00	260.00
477-310-067-000	A	1.00	260.00	260.00
477-310-068-000	A	1.00	260.00	260.00
477-310-069-000	A	1.00	260.00	260.00
477-310-070-000	A	1.00	260.00	260.00
477-310-071-000	A	1.00	260.00	260.00
477-310-072-000	A	1.00	260.00	260.00
477-310-073-000	A	1.00	260.00	260.00
477-310-074-000	A	1.00	260.00	260.00
477-310-075-000	A	1.00	260.00	260.00
477-310-076-000	A	1.00	260.00	260.00
477-310-077-000	A	1.00	260.00	260.00
477-310-078-000	A	1.00	260.00	260.00
477-310-079-000	A	1.00	260.00	260.00
477-320-001-000	A	1.00	260.00	260.00
477-320-002-000	A	1.00	260.00	260.00
477-320-003-000	A	1.00	260.00	260.00
477-320-004-000	A	1.00	260.00	260.00
477-320-005-000	A	1.00	260.00	260.00
477-320-006-000	A	1.00	260.00	260.00
477-320-007-000	A	1.00	260.00	260.00
477-320-008-000	A	1.00	260.00	260.00
477-320-009-000	A	1.00	260.00	260.00
477-320-010-000	A	1.00	260.00	260.00
477-320-011-000	A	1.00	260.00	260.00
477-320-014-000	A	1.00	260.00	260.00
477-320-016-000	A	1.00	260.00	260.00
477-320-017-000	A	1.00	260.00	260.00
477-320-018-000	A	1.00	260.00	260.00
477-320-019-000	A	1.00	260.00	260.00
477-320-020-000	A	1.00	260.00	260.00
477-320-021-000	A	1.00	260.00	260.00
477-320-022-000	A	1.00	260.00	260.00
477-320-023-000	A	1.00	260.00	260.00
477-320-024-000	A	1.00	260.00	260.00
477-320-025-000	A	1.00	260.00	260.00
477-320-026-000	A	1.00	260.00	260.00
477-320-027-000	A	1.00	260.00	260.00
477-320-028-000	A	1.00	260.00	260.00
477-320-029-000	A	1.00	260.00	260.00
477-320-030-000	A	1.00	260.00	260.00
477-320-031-000	A	1.00	260.00	260.00
477-320-032-000	A	1.00	260.00	260.00
477-320-033-000	A	1.00	260.00	260.00
477-320-034-000	A	1.00	260.00	260.00
477-320-035-000	A	1.00	260.00	260.00
477-320-036-000	A	1.00	260.00	260.00
477-320-037-000	A	1.00	260.00	260.00
477-320-038-000	A	1.00	260.00	260.00
477-320-039-000	A	1.00	260.00	260.00
477-320-040-000	A	1.00	260.00	260.00
477-320-041-000	A	1.00	260.00	260.00

City of Roseville
Northwest Roseville Specific Plan Landscaping and Lighting District
FY 2022/2023 Assessment Roll - Zone A

APN	Zone	EBU	Balloted Maximum Assessment Rate	Balloted Maximum Assessment
477-320-042-000	A	1.00	260.00	260.00
477-320-043-000	A	1.00	260.00	260.00
477-320-044-000	A	1.00	260.00	260.00
477-320-045-000	A	1.00	260.00	260.00
477-320-046-000	A	1.00	260.00	260.00
477-320-047-000	A	1.00	260.00	260.00
477-320-051-000	A	1.00	260.00	260.00
477-320-052-000	A	1.00	260.00	260.00
477-320-053-000	A	1.00	260.00	260.00
477-330-001-000	A	1.00	260.00	260.00
477-330-002-000	A	1.00	260.00	260.00
477-330-003-000	A	1.00	260.00	260.00
477-330-004-000	A	1.00	260.00	260.00
477-330-005-000	A	1.00	260.00	260.00
477-330-006-000	A	1.00	260.00	260.00
477-330-007-000	A	1.00	260.00	260.00
477-330-008-000	A	1.00	260.00	260.00
477-330-009-000	A	1.00	260.00	260.00
477-330-010-000	A	1.00	260.00	260.00
477-330-014-000	A	1.00	260.00	260.00
477-330-015-000	A	1.00	260.00	260.00
477-330-016-000	A	1.00	260.00	260.00
477-330-017-000	A	1.00	260.00	260.00
477-330-018-000	A	1.00	260.00	260.00
477-330-019-000	A	1.00	260.00	260.00
477-330-020-000	A	1.00	260.00	260.00
477-330-021-000	A	1.00	260.00	260.00
477-330-022-000	A	1.00	260.00	260.00
477-330-023-000	A	1.00	260.00	260.00
477-330-024-000	A	1.00	260.00	260.00
477-330-025-000	A	1.00	260.00	260.00
477-330-026-000	A	1.00	260.00	260.00
477-330-027-000	A	1.00	260.00	260.00
477-330-028-000	A	1.00	260.00	260.00
477-330-029-000	A	1.00	260.00	260.00
477-330-032-000	A	1.00	260.00	260.00
477-330-033-000	A	1.00	260.00	260.00
477-330-034-000	A	1.00	260.00	260.00
477-340-001-000	A	1.00	260.00	260.00
477-340-002-000	A	1.00	260.00	260.00
477-340-003-000	A	1.00	260.00	260.00
477-340-004-000	A	1.00	260.00	260.00
477-340-005-000	A	1.00	260.00	260.00
477-340-006-000	A	1.00	260.00	260.00
477-340-007-000	A	1.00	260.00	260.00
477-340-008-000	A	1.00	260.00	260.00
477-340-009-000	A	1.00	260.00	260.00
477-340-010-000	A	1.00	260.00	260.00
477-340-011-000	A	1.00	260.00	260.00
477-340-012-000	A	1.00	260.00	260.00
477-340-013-000	A	1.00	260.00	260.00
477-340-014-000	A	1.00	260.00	260.00
477-340-015-000	A	1.00	260.00	260.00
477-340-016-000	A	1.00	260.00	260.00
477-340-017-000	A	1.00	260.00	260.00

City of Roseville
Northwest Roseville Specific Plan Landscaping and Lighting District
FY 2022/2023 Assessment Roll - Zone A

APN	Zone	EBU	Balloted Maximum Assessment Rate	Balloted Maximum Assessment
477-340-018-000	A	1.00	260.00	260.00
477-340-019-000	A	1.00	260.00	260.00
477-340-020-000	A	1.00	260.00	260.00
477-340-021-000	A	1.00	260.00	260.00
477-340-022-000	A	1.00	260.00	260.00
477-340-023-000	A	1.00	260.00	260.00
477-340-024-000	A	1.00	260.00	260.00
477-340-025-000	A	1.00	260.00	260.00
477-340-026-000	A	1.00	260.00	260.00
477-340-027-000	A	1.00	260.00	260.00
477-340-028-000	A	1.00	260.00	260.00
477-340-029-000	A	1.00	260.00	260.00
477-340-030-000	A	1.00	260.00	260.00
477-340-031-000	A	1.00	260.00	260.00
477-340-032-000	A	1.00	260.00	260.00
477-340-033-000	A	1.00	260.00	260.00
477-340-034-000	A	1.00	260.00	260.00
477-340-035-000	A	1.00	260.00	260.00
477-350-001-000	A	1.00	260.00	260.00
477-350-002-000	A	1.00	260.00	260.00
477-350-003-000	A	1.00	260.00	260.00
477-350-004-000	A	1.00	260.00	260.00
477-350-005-000	A	1.00	260.00	260.00
477-350-006-000	A	1.00	260.00	260.00
477-350-007-000	A	1.00	260.00	260.00
477-350-008-000	A	1.00	260.00	260.00
477-350-009-000	A	1.00	260.00	260.00
477-350-010-000	A	1.00	260.00	260.00
477-350-011-000	A	1.00	260.00	260.00
477-350-012-000	A	1.00	260.00	260.00
477-350-013-000	A	1.00	260.00	260.00
477-350-014-000	A	1.00	260.00	260.00
477-350-015-000	A	1.00	260.00	260.00
477-350-016-000	A	1.00	260.00	260.00
477-350-017-000	A	1.00	260.00	260.00
477-350-018-000	A	1.00	260.00	260.00
477-350-019-000	A	1.00	260.00	260.00
477-350-020-000	A	1.00	260.00	260.00
477-350-021-000	A	1.00	260.00	260.00
477-350-022-000	A	1.00	260.00	260.00
477-350-023-000	A	1.00	260.00	260.00
477-350-024-000	A	1.00	260.00	260.00
477-350-025-000	A	1.00	260.00	260.00
477-350-026-000	A	1.00	260.00	260.00
477-350-027-000	A	1.00	260.00	260.00
477-350-028-000	A	1.00	260.00	260.00
477-350-029-000	A	1.00	260.00	260.00
477-350-030-000	A	1.00	260.00	260.00
477-350-031-000	A	1.00	260.00	260.00
477-350-032-000	A	1.00	260.00	260.00
477-350-033-000	A	1.00	260.00	260.00
477-350-034-000	A	1.00	260.00	260.00
477-350-035-000	A	1.00	260.00	260.00
477-350-036-000	A	1.00	260.00	260.00
477-350-037-000	A	1.00	260.00	260.00

City of Roseville
Northwest Roseville Specific Plan Landscaping and Lighting District
FY 2022/2023 Assessment Roll - Zone A

APN	Zone	EBU	Balloted Maximum Assessment Rate	Balloted Maximum Assessment
477-350-038-000	A	1.00	260.00	260.00
477-350-039-000	A	1.00	260.00	260.00
477-350-040-000	A	1.00	260.00	260.00
477-350-041-000	A	1.00	260.00	260.00
477-350-042-000	A	1.00	260.00	260.00
477-350-043-000	A	1.00	260.00	260.00
477-350-044-000	A	1.00	260.00	260.00
477-350-045-000	A	1.00	260.00	260.00
477-350-046-000	A	1.00	260.00	260.00
477-350-047-000	A	1.00	260.00	260.00
477-360-001-000	A	1.00	260.00	260.00
477-360-002-000	A	1.00	260.00	260.00
477-360-003-000	A	1.00	260.00	260.00
477-360-004-000	A	1.00	260.00	260.00
477-360-005-000	A	1.00	260.00	260.00
477-360-006-000	A	1.00	260.00	260.00
477-360-007-000	A	1.00	260.00	260.00
477-360-008-000	A	1.00	260.00	260.00
477-360-009-000	A	1.00	260.00	260.00
477-360-010-000	A	1.00	260.00	260.00
477-360-011-000	A	1.00	260.00	260.00
477-360-012-000	A	1.00	260.00	260.00
477-360-013-000	A	1.00	260.00	260.00
477-360-014-000	A	1.00	260.00	260.00
477-360-015-000	A	1.00	260.00	260.00
477-360-016-000	A	1.00	260.00	260.00
477-360-017-000	A	1.00	260.00	260.00
477-360-018-000	A	1.00	260.00	260.00
477-360-019-000	A	1.00	260.00	260.00
477-360-020-000	A	1.00	260.00	260.00
477-360-021-000	A	1.00	260.00	260.00
477-360-022-000	A	1.00	260.00	260.00
477-360-023-000	A	1.00	260.00	260.00
477-360-024-000	A	1.00	260.00	260.00
477-360-025-000	A	1.00	260.00	260.00
477-360-026-000	A	1.00	260.00	260.00
477-360-027-000	A	1.00	260.00	260.00
477-360-028-000	A	1.00	260.00	260.00
477-360-029-000	A	1.00	260.00	260.00
477-360-030-000	A	1.00	260.00	260.00
477-360-031-000	A	1.00	260.00	260.00
477-360-032-000	A	1.00	260.00	260.00
477-360-033-000	A	1.00	260.00	260.00
477-360-034-000	A	1.00	260.00	260.00
477-360-035-000	A	1.00	260.00	260.00
477-360-036-000	A	1.00	260.00	260.00
477-360-037-000	A	1.00	260.00	260.00
477-360-038-000	A	1.00	260.00	260.00
477-360-039-000	A	1.00	260.00	260.00
477-360-040-000	A	1.00	260.00	260.00
477-360-041-000	A	1.00	260.00	260.00
477-360-042-000	A	1.00	260.00	260.00
477-360-043-000	A	1.00	260.00	260.00
477-360-044-000	A	1.00	260.00	260.00
477-360-045-000	A	1.00	260.00	260.00

City of Roseville
Northwest Roseville Specific Plan Landscaping and Lighting District
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APN	Zone	EBU	Balloted Maximum Assessment Rate	Balloted Maximum Assessment
477-360-046-000	A	1.00	260.00	260.00
477-360-047-000	A	1.00	260.00	260.00
477-360-048-000	A	1.00	260.00	260.00
477-360-049-000	A	1.00	260.00	260.00
477-360-050-000	A	1.00	260.00	260.00
477-360-051-000	A	1.00	260.00	260.00
477-360-052-000	A	1.00	260.00	260.00
477-360-053-000	A	1.00	260.00	260.00
477-360-054-000	A	1.00	260.00	260.00
477-360-055-000	A	1.00	260.00	260.00
477-360-056-000	A	1.00	260.00	260.00
477-360-057-000	A	1.00	260.00	260.00
477-360-058-000	A	1.00	260.00	260.00
477-360-059-000	A	1.00	260.00	260.00
477-360-060-000	A	1.00	260.00	260.00
477-360-061-000	A	1.00	260.00	260.00
477-360-062-000	A	1.00	260.00	260.00
477-360-063-000	A	1.00	260.00	260.00
477-360-064-000	A	1.00	260.00	260.00
477-360-065-000	A	1.00	260.00	260.00
477-360-066-000	A	1.00	260.00	260.00
477-360-067-000	A	1.00	260.00	260.00
477-360-068-000	A	1.00	260.00	260.00
477-360-069-000	A	1.00	260.00	260.00
477-360-070-000	A	1.00	260.00	260.00
477-360-071-000	A	1.00	260.00	260.00
477-360-072-000	A	1.00	260.00	260.00
477-360-073-000	A	1.00	260.00	260.00
477-370-001-000	A	1.00	260.00	260.00
477-370-002-000	A	1.00	260.00	260.00
477-370-003-000	A	1.00	260.00	260.00
477-370-004-000	A	1.00	260.00	260.00
477-370-005-000	A	1.00	260.00	260.00
477-370-006-000	A	1.00	260.00	260.00
477-370-007-000	A	1.00	260.00	260.00
477-370-008-000	A	1.00	260.00	260.00
477-370-009-000	A	1.00	260.00	260.00
477-370-010-000	A	1.00	260.00	260.00
477-370-011-000	A	1.00	260.00	260.00
477-370-012-000	A	1.00	260.00	260.00
477-370-013-000	A	1.00	260.00	260.00
477-370-014-000	A	1.00	260.00	260.00
477-370-015-000	A	1.00	260.00	260.00
477-370-016-000	A	1.00	260.00	260.00
477-370-017-000	A	1.00	260.00	260.00
477-370-018-000	A	1.00	260.00	260.00
477-370-019-000	A	1.00	260.00	260.00
477-370-020-000	A	1.00	260.00	260.00
477-370-021-000	A	1.00	260.00	260.00
477-370-022-000	A	1.00	260.00	260.00
477-370-023-000	A	1.00	260.00	260.00
477-370-024-000	A	1.00	260.00	260.00
477-370-025-000	A	1.00	260.00	260.00
477-370-026-000	A	1.00	260.00	260.00
477-370-027-000	A	1.00	260.00	260.00

City of Roseville
Northwest Roseville Specific Plan Landscaping and Lighting District
FY 2022/2023 Assessment Roll - Zone A

APN	Zone	EBU	Balloted Maximum Assessment Rate	Balloted Maximum Assessment
477-370-028-000	A	1.00	260.00	260.00
477-370-029-000	A	1.00	260.00	260.00
477-370-030-000	A	1.00	260.00	260.00
477-370-031-000	A	1.00	260.00	260.00
477-370-032-000	A	1.00	260.00	260.00
477-370-033-000	A	1.00	260.00	260.00
477-370-034-000	A	1.00	260.00	260.00
477-370-038-000	A	1.00	260.00	260.00
477-370-039-000	A	1.00	260.00	260.00
477-370-040-000	A	1.00	260.00	260.00
477-370-041-000	A	1.00	260.00	260.00
477-370-042-000	A	1.00	260.00	260.00
477-370-043-000	A	1.00	260.00	260.00
477-370-044-000	A	1.00	260.00	260.00
477-370-045-000	A	1.00	260.00	260.00
477-370-046-000	A	1.00	260.00	260.00
477-370-047-000	A	1.00	260.00	260.00
477-370-048-000	A	1.00	260.00	260.00
477-370-052-000	A	1.00	260.00	260.00
477-370-053-000	A	1.00	260.00	260.00
477-370-054-000	A	1.00	260.00	260.00
477-380-001-000	A	1.00	260.00	260.00
477-380-002-000	A	1.00	260.00	260.00
477-380-003-000	A	1.00	260.00	260.00
477-380-004-000	A	1.00	260.00	260.00
477-380-005-000	A	1.00	260.00	260.00
477-380-006-000	A	1.00	260.00	260.00
477-380-007-000	A	1.00	260.00	260.00
477-380-008-000	A	1.00	260.00	260.00
477-380-009-000	A	1.00	260.00	260.00
477-380-010-000	A	1.00	260.00	260.00
477-380-011-000	A	1.00	260.00	260.00
477-380-012-000	A	1.00	260.00	260.00
477-380-013-000	A	1.00	260.00	260.00
477-380-014-000	A	1.00	260.00	260.00
477-380-015-000	A	1.00	260.00	260.00
477-380-016-000	A	1.00	260.00	260.00
477-380-017-000	A	1.00	260.00	260.00
477-380-018-000	A	1.00	260.00	260.00
477-380-019-000	A	1.00	260.00	260.00
477-380-020-000	A	1.00	260.00	260.00
477-380-021-000	A	1.00	260.00	260.00
477-380-022-000	A	1.00	260.00	260.00
477-380-023-000	A	1.00	260.00	260.00
477-380-024-000	A	1.00	260.00	260.00
477-380-025-000	A	1.00	260.00	260.00
477-380-026-000	A	1.00	260.00	260.00
477-380-027-000	A	1.00	260.00	260.00
477-380-028-000	A	1.00	260.00	260.00
477-380-029-000	A	1.00	260.00	260.00
477-380-030-000	A	1.00	260.00	260.00
477-380-031-000	A	1.00	260.00	260.00
477-380-032-000	A	1.00	260.00	260.00
477-380-033-000	A	1.00	260.00	260.00
477-380-034-000	A	1.00	260.00	260.00

City of Roseville
Northwest Roseville Specific Plan Landscaping and Lighting District
FY 2022/2023 Assessment Roll - Zone A

APN	Zone	EBU	Balloted Maximum Assessment Rate	Balloted Maximum Assessment
477-380-035-000	A	1.00	260.00	260.00
477-380-036-000	A	1.00	260.00	260.00
477-380-037-000	A	1.00	260.00	260.00
477-380-038-000	A	1.00	260.00	260.00
477-380-039-000	A	1.00	260.00	260.00
477-380-040-000	A	1.00	260.00	260.00
477-380-041-000	A	1.00	260.00	260.00
477-380-042-000	A	1.00	260.00	260.00
477-380-043-000	A	1.00	260.00	260.00
477-380-044-000	A	1.00	260.00	260.00
477-380-045-000	A	1.00	260.00	260.00
477-380-046-000	A	1.00	260.00	260.00
477-380-047-000	A	1.00	260.00	260.00
477-380-048-000	A	1.00	260.00	260.00
477-380-049-000	A	1.00	260.00	260.00
477-380-050-000	A	1.00	260.00	260.00
477-380-051-000	A	1.00	260.00	260.00
477-380-052-000	A	1.00	260.00	260.00
477-380-053-000	A	1.00	260.00	260.00
477-380-054-000	A	1.00	260.00	260.00
477-380-055-000	A	1.00	260.00	260.00
477-380-056-000	A	1.00	260.00	260.00
477-380-057-000	A	1.00	260.00	260.00
477-380-060-000	A	1.00	260.00	260.00
477-380-061-000	A	1.00	260.00	260.00
477-380-062-000	A	1.00	260.00	260.00
477-380-063-000	A	1.00	260.00	260.00
477-380-064-000	A	1.00	260.00	260.00
477-390-001-000	A	1.00	260.00	260.00
477-390-002-000	A	1.00	260.00	260.00
477-390-003-000	A	1.00	260.00	260.00
477-390-004-000	A	1.00	260.00	260.00
477-390-005-000	A	1.00	260.00	260.00
477-390-006-000	A	1.00	260.00	260.00
477-390-007-000	A	1.00	260.00	260.00
477-390-008-000	A	1.00	260.00	260.00
477-390-009-000	A	1.00	260.00	260.00
477-390-010-000	A	1.00	260.00	260.00
477-390-011-000	A	1.00	260.00	260.00
477-390-012-000	A	1.00	260.00	260.00
477-390-013-000	A	1.00	260.00	260.00
477-390-014-000	A	1.00	260.00	260.00
477-390-015-000	A	1.00	260.00	260.00
477-390-016-000	A	1.00	260.00	260.00
477-390-017-000	A	1.00	260.00	260.00
477-390-018-000	A	1.00	260.00	260.00
477-390-019-000	A	1.00	260.00	260.00
477-390-020-000	A	1.00	260.00	260.00
477-390-021-000	A	1.00	260.00	260.00
477-390-022-000	A	1.00	260.00	260.00
477-390-023-000	A	1.00	260.00	260.00
477-390-024-000	A	1.00	260.00	260.00
477-390-025-000	A	1.00	260.00	260.00
477-390-026-000	A	1.00	260.00	260.00
477-390-027-000	A	1.00	260.00	260.00

City of Roseville
Northwest Roseville Specific Plan Landscaping and Lighting District
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APN	Zone	EBU	Balloted Maximum Assessment Rate	Balloted Maximum Assessment
477-390-028-000	A	1.00	260.00	260.00
477-390-029-000	A	1.00	260.00	260.00
477-390-030-000	A	1.00	260.00	260.00
477-390-031-000	A	1.00	260.00	260.00
477-390-032-000	A	1.00	260.00	260.00
477-390-033-000	A	1.00	260.00	260.00
477-390-034-000	A	1.00	260.00	260.00
477-390-035-000	A	1.00	260.00	260.00
477-390-036-000	A	1.00	260.00	260.00
477-400-001-000	A	1.00	260.00	260.00
477-400-002-000	A	1.00	260.00	260.00
477-400-003-000	A	1.00	260.00	260.00
477-400-004-000	A	1.00	260.00	260.00
477-400-005-000	A	1.00	260.00	260.00
477-400-006-000	A	1.00	260.00	260.00
477-400-007-000	A	1.00	260.00	260.00
477-400-008-000	A	1.00	260.00	260.00
477-400-009-000	A	1.00	260.00	260.00
477-400-010-000	A	1.00	260.00	260.00
477-400-011-000	A	1.00	260.00	260.00
477-400-012-000	A	1.00	260.00	260.00
477-400-013-000	A	1.00	260.00	260.00
477-400-014-000	A	1.00	260.00	260.00
477-400-015-000	A	1.00	260.00	260.00
477-400-016-000	A	1.00	260.00	260.00
477-400-017-000	A	1.00	260.00	260.00
477-400-018-000	A	1.00	260.00	260.00
477-400-019-000	A	1.00	260.00	260.00
477-400-020-000	A	1.00	260.00	260.00
477-400-021-000	A	1.00	260.00	260.00
477-400-022-000	A	1.00	260.00	260.00
477-400-023-000	A	1.00	260.00	260.00
477-400-024-000	A	1.00	260.00	260.00
477-400-025-000	A	1.00	260.00	260.00
477-400-026-000	A	1.00	260.00	260.00
477-400-027-000	A	1.00	260.00	260.00
477-400-028-000	A	1.00	260.00	260.00
477-400-029-000	A	1.00	260.00	260.00
477-410-001-000	A	1.00	260.00	260.00
477-410-002-000	A	1.00	260.00	260.00
477-410-003-000	A	1.00	260.00	260.00
477-410-004-000	A	1.00	260.00	260.00
477-410-007-000	A	1.00	260.00	260.00
477-410-008-000	A	1.00	260.00	260.00
477-410-009-000	A	1.00	260.00	260.00
477-410-010-000	A	1.00	260.00	260.00
477-410-011-000	A	1.00	260.00	260.00
477-410-012-000	A	1.00	260.00	260.00
477-410-013-000	A	1.00	260.00	260.00
477-410-014-000	A	1.00	260.00	260.00
477-410-015-000	A	1.00	260.00	260.00
477-410-016-000	A	1.00	260.00	260.00
477-410-017-000	A	1.00	260.00	260.00
477-410-018-000	A	1.00	260.00	260.00
477-410-019-000	A	1.00	260.00	260.00

City of Roseville
Northwest Roseville Specific Plan Landscaping and Lighting District
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APN	Zone	EBU	Balloted Maximum Assessment Rate	Balloted Maximum Assessment
477-410-020-000	A	1.00	260.00	260.00
477-410-021-000	A	1.00	260.00	260.00
477-410-022-000	A	1.00	260.00	260.00
477-410-023-000	A	1.00	260.00	260.00
477-410-024-000	A	1.00	260.00	260.00
477-410-025-000	A	1.00	260.00	260.00
477-410-026-000	A	1.00	260.00	260.00
477-410-027-000	A	1.00	260.00	260.00
477-410-028-000	A	1.00	260.00	260.00
477-410-029-000	A	1.00	260.00	260.00
477-410-030-000	A	1.00	260.00	260.00
477-410-031-000	A	1.00	260.00	260.00
477-410-032-000	A	1.00	260.00	260.00
477-410-033-000	A	1.00	260.00	260.00
477-410-034-000	A	1.00	260.00	260.00
477-410-035-000	A	1.00	260.00	260.00
477-410-036-000	A	1.00	260.00	260.00
477-410-038-000	A	1.00	260.00	260.00
477-420-001-000	A	1.00	260.00	260.00
477-420-002-000	A	1.00	260.00	260.00
477-420-003-000	A	1.00	260.00	260.00
477-420-004-000	A	1.00	260.00	260.00
477-420-005-000	A	1.00	260.00	260.00
477-420-006-000	A	1.00	260.00	260.00
477-420-007-000	A	1.00	260.00	260.00
477-420-008-000	A	1.00	260.00	260.00
477-420-009-000	A	1.00	260.00	260.00
477-420-010-000	A	1.00	260.00	260.00
477-420-011-000	A	1.00	260.00	260.00
477-420-012-000	A	1.00	260.00	260.00
477-420-013-000	A	1.00	260.00	260.00
477-420-014-000	A	1.00	260.00	260.00
477-420-015-000	A	1.00	260.00	260.00
477-420-016-000	A	1.00	260.00	260.00
477-420-017-000	A	1.00	260.00	260.00
477-420-018-000	A	1.00	260.00	260.00
477-420-019-000	A	1.00	260.00	260.00
477-420-020-000	A	1.00	260.00	260.00
477-420-021-000	A	1.00	260.00	260.00
477-420-022-000	A	1.00	260.00	260.00
477-420-023-000	A	1.00	260.00	260.00
477-420-024-000	A	1.00	260.00	260.00
477-420-025-000	A	1.00	260.00	260.00
477-420-026-000	A	1.00	260.00	260.00
477-420-027-000	A	1.00	260.00	260.00
477-420-028-000	A	1.00	260.00	260.00
477-420-029-000	A	1.00	260.00	260.00
477-420-030-000	A	1.00	260.00	260.00
477-420-031-000	A	1.00	260.00	260.00
477-420-032-000	A	1.00	260.00	260.00
477-420-033-000	A	1.00	260.00	260.00
477-420-034-000	A	1.00	260.00	260.00
477-420-035-000	A	1.00	260.00	260.00
477-420-036-000	A	1.00	260.00	260.00
477-420-037-000	A	1.00	260.00	260.00

City of Roseville
Northwest Roseville Specific Plan Landscaping and Lighting District
FY 2022/2023 Assessment Roll - Zone A

APN	Zone	EBU	Balloted Maximum Assessment Rate	Balloted Maximum Assessment
477-420-038-000	A	1.00	260.00	260.00
477-420-039-000	A	1.00	260.00	260.00
477-420-040-000	A	1.00	260.00	260.00
477-420-041-000	A	1.00	260.00	260.00
477-420-042-000	A	1.00	260.00	260.00
477-420-043-000	A	1.00	260.00	260.00
477-420-044-000	A	1.00	260.00	260.00
477-420-045-000	A	1.00	260.00	260.00
477-420-046-000	A	1.00	260.00	260.00
477-420-047-000	A	1.00	260.00	260.00
477-420-048-000	A	1.00	260.00	260.00
477-420-049-000	A	1.00	260.00	260.00
477-420-050-000	A	1.00	260.00	260.00
477-420-051-000	A	1.00	260.00	260.00
477-420-052-000	A	1.00	260.00	260.00
477-420-053-000	A	1.00	260.00	260.00
477-420-054-000	A	1.00	260.00	260.00
477-420-055-000	A	1.00	260.00	260.00
477-420-056-000	A	1.00	260.00	260.00
477-420-057-000	A	1.00	260.00	260.00
477-420-058-000	A	1.00	260.00	260.00
477-420-059-000	A	1.00	260.00	260.00
477-420-060-000	A	1.00	260.00	260.00
477-420-061-000	A	1.00	260.00	260.00
477-420-062-000	A	1.00	260.00	260.00
477-420-063-000	A	1.00	260.00	260.00
477-420-064-000	A	1.00	260.00	260.00
477-420-065-000	A	1.00	260.00	260.00
477-420-066-000	A	1.00	260.00	260.00
477-420-067-000	A	1.00	260.00	260.00
477-420-068-000	A	1.00	260.00	260.00
477-430-001-000	A	1.00	260.00	260.00
477-430-002-000	A	1.00	260.00	260.00
477-430-003-000	A	1.00	260.00	260.00
477-430-004-000	A	1.00	260.00	260.00
477-430-005-000	A	1.00	260.00	260.00
477-430-006-000	A	1.00	260.00	260.00
477-430-007-000	A	1.00	260.00	260.00
477-430-008-000	A	1.00	260.00	260.00
477-430-009-000	A	1.00	260.00	260.00
477-430-010-000	A	1.00	260.00	260.00
477-430-011-000	A	1.00	260.00	260.00
477-430-012-000	A	1.00	260.00	260.00
477-430-013-000	A	1.00	260.00	260.00
477-430-014-000	A	1.00	260.00	260.00
477-430-015-000	A	1.00	260.00	260.00
477-430-016-000	A	1.00	260.00	260.00
477-430-017-000	A	1.00	260.00	260.00
477-430-018-000	A	1.00	260.00	260.00
477-430-019-000	A	1.00	260.00	260.00
477-430-020-000	A	1.00	260.00	260.00
477-430-021-000	A	1.00	260.00	260.00
477-430-022-000	A	1.00	260.00	260.00
477-430-023-000	A	1.00	260.00	260.00
477-430-024-000	A	1.00	260.00	260.00

City of Roseville
Northwest Roseville Specific Plan Landscaping and Lighting District
FY 2022/2023 Assessment Roll - Zone A

APN	Zone	EBU	Balloted Maximum Assessment Rate	Balloted Maximum Assessment
477-430-025-000	A	1.00	260.00	260.00
477-430-026-000	A	1.00	260.00	260.00
477-430-027-000	A	1.00	260.00	260.00
477-430-028-000	A	1.00	260.00	260.00
477-430-029-000	A	1.00	260.00	260.00
477-430-030-000	A	1.00	260.00	260.00
477-440-001-000	A	1.00	260.00	260.00
477-440-002-000	A	1.00	260.00	260.00
477-440-003-000	A	1.00	260.00	260.00
477-440-004-000	A	1.00	260.00	260.00
477-440-005-000	A	1.00	260.00	260.00
477-440-006-000	A	1.00	260.00	260.00
477-440-007-000	A	1.00	260.00	260.00
477-440-008-000	A	1.00	260.00	260.00
477-440-009-000	A	1.00	260.00	260.00
477-440-010-000	A	1.00	260.00	260.00
477-440-011-000	A	1.00	260.00	260.00
477-440-012-000	A	1.00	260.00	260.00
477-440-013-000	A	1.00	260.00	260.00
477-440-014-000	A	1.00	260.00	260.00
477-440-015-000	A	1.00	260.00	260.00
477-440-016-000	A	1.00	260.00	260.00
477-440-017-000	A	1.00	260.00	260.00
477-440-018-000	A	1.00	260.00	260.00
477-440-019-000	A	1.00	260.00	260.00
477-440-020-000	A	1.00	260.00	260.00
477-440-021-000	A	1.00	260.00	260.00
477-440-022-000	A	1.00	260.00	260.00
477-440-023-000	A	1.00	260.00	260.00
477-440-024-000	A	1.00	260.00	260.00
477-440-025-000	A	1.00	260.00	260.00
477-440-026-000	A	1.00	260.00	260.00
477-440-027-000	A	1.00	260.00	260.00
477-440-028-000	A	1.00	260.00	260.00
477-440-029-000	A	1.00	260.00	260.00
477-440-030-000	A	1.00	260.00	260.00
477-440-031-000	A	1.00	260.00	260.00
477-440-032-000	A	1.00	260.00	260.00
477-440-033-000	A	1.00	260.00	260.00
477-440-034-000	A	1.00	260.00	260.00
477-440-035-000	A	1.00	260.00	260.00
477-440-036-000	A	1.00	260.00	260.00
477-440-037-000	A	1.00	260.00	260.00
477-440-038-000	A	1.00	260.00	260.00
477-450-001-000	A	1.00	260.00	260.00
477-450-002-000	A	1.00	260.00	260.00
477-450-003-000	A	1.00	260.00	260.00
477-450-004-000	A	1.00	260.00	260.00
477-450-005-000	A	1.00	260.00	260.00
477-450-006-000	A	1.00	260.00	260.00
477-450-007-000	A	1.00	260.00	260.00
477-450-008-000	A	1.00	260.00	260.00
477-450-009-000	A	1.00	260.00	260.00
477-450-010-000	A	1.00	260.00	260.00
477-450-011-000	A	1.00	260.00	260.00

City of Roseville
Northwest Roseville Specific Plan Landscaping and Lighting District
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APN	Zone	EBU	Balloted Maximum Assessment Rate	Balloted Maximum Assessment
477-450-012-000	A	1.00	260.00	260.00
477-460-001-000	A	1.00	260.00	260.00
477-460-002-000	A	1.00	260.00	260.00
477-460-003-000	A	1.00	260.00	260.00
477-460-004-000	A	1.00	260.00	260.00
477-460-005-000	A	1.00	260.00	260.00
477-460-006-000	A	1.00	260.00	260.00
477-460-007-000	A	1.00	260.00	260.00
477-460-008-000	A	1.00	260.00	260.00
477-460-009-000	A	1.00	260.00	260.00
477-460-010-000	A	1.00	260.00	260.00
477-460-011-000	A	1.00	260.00	260.00
477-460-012-000	A	1.00	260.00	260.00
477-460-013-000	A	1.00	260.00	260.00
477-460-014-000	A	1.00	260.00	260.00
477-460-015-000	A	1.00	260.00	260.00
477-460-016-000	A	1.00	260.00	260.00
477-460-017-000	A	1.00	260.00	260.00
477-460-018-000	A	1.00	260.00	260.00
477-460-019-000	A	1.00	260.00	260.00
477-470-001-000	A	1.00	260.00	260.00
477-470-002-000	A	1.00	260.00	260.00
477-470-003-000	A	1.00	260.00	260.00
477-470-004-000	A	1.00	260.00	260.00
477-470-005-000	A	1.00	260.00	260.00
477-470-006-000	A	1.00	260.00	260.00
477-470-007-000	A	1.00	260.00	260.00
477-470-008-000	A	1.00	260.00	260.00
477-470-009-000	A	1.00	260.00	260.00
477-470-010-000	A	1.00	260.00	260.00
477-470-011-000	A	1.00	260.00	260.00
477-470-012-000	A	1.00	260.00	260.00
477-470-013-000	A	1.00	260.00	260.00
477-480-001-000	A	1.00	260.00	260.00
477-480-002-000	A	1.00	260.00	260.00
477-480-003-000	A	1.00	260.00	260.00
477-480-004-000	A	1.00	260.00	260.00
477-480-005-000	A	1.00	260.00	260.00
477-480-006-000	A	1.00	260.00	260.00
477-480-007-000	A	1.00	260.00	260.00
477-480-008-000	A	1.00	260.00	260.00
477-480-009-000	A	1.00	260.00	260.00
477-480-010-000	A	1.00	260.00	260.00
477-480-011-000	A	1.00	260.00	260.00
477-480-012-000	A	1.00	260.00	260.00
477-480-013-000	A	1.00	260.00	260.00
477-480-014-000	A	1.00	260.00	260.00
477-480-015-000	A	1.00	260.00	260.00
477-480-016-000	A	1.00	260.00	260.00
477-490-001-000	A	1.00	260.00	260.00
477-490-002-000	A	1.00	260.00	260.00
477-490-003-000	A	1.00	260.00	260.00
477-490-004-000	A	1.00	260.00	260.00
477-490-005-000	A	1.00	260.00	260.00
477-490-006-000	A	1.00	260.00	260.00

City of Roseville
Northwest Roseville Specific Plan Landscaping and Lighting District
FY 2022/2023 Assessment Roll - Zone A

APN	Zone	EBU	Balloted Maximum Assessment Rate	Balloted Maximum Assessment
477-490-007-000	A	1.00	260.00	260.00
477-490-008-000	A	1.00	260.00	260.00
477-490-009-000	A	1.00	260.00	260.00
477-490-010-000	A	1.00	260.00	260.00
477-490-011-000	A	1.00	260.00	260.00
477-490-012-000	A	1.00	260.00	260.00
477-490-013-000	A	1.00	260.00	260.00
477-490-014-000	A	1.00	260.00	260.00
477-490-015-000	A	1.00	260.00	260.00
477-490-016-000	A	1.00	260.00	260.00
477-490-017-000	A	1.00	260.00	260.00
477-490-018-000	A	1.00	260.00	260.00
477-490-019-000	A	1.00	260.00	260.00
477-490-020-000	A	1.00	260.00	260.00
477-490-021-000	A	1.00	260.00	260.00
477-490-022-000	A	1.00	260.00	260.00
477-490-023-000	A	1.00	260.00	260.00
477-500-001-000	A	1.00	260.00	260.00
477-500-002-000	A	1.00	260.00	260.00
477-500-003-000	A	1.00	260.00	260.00
477-500-004-000	A	1.00	260.00	260.00
477-500-005-000	A	1.00	260.00	260.00
477-500-006-000	A	1.00	260.00	260.00
477-500-007-000	A	1.00	260.00	260.00
477-500-008-000	A	1.00	260.00	260.00
477-500-009-000	A	1.00	260.00	260.00
477-500-010-000	A	1.00	260.00	260.00
477-500-011-000	A	1.00	260.00	260.00
477-500-012-000	A	1.00	260.00	260.00
477-500-013-000	A	1.00	260.00	260.00
477-500-014-000	A	1.00	260.00	260.00
477-500-015-000	A	1.00	260.00	260.00
477-500-016-000	A	1.00	260.00	260.00
477-510-001-000	A	1.00	260.00	260.00
477-510-002-000	A	1.00	260.00	260.00
477-510-003-000	A	1.00	260.00	260.00
477-510-004-000	A	1.00	260.00	260.00
477-510-005-000	A	1.00	260.00	260.00
477-510-006-000	A	1.00	260.00	260.00
477-510-007-000	A	1.00	260.00	260.00
477-510-008-000	A	1.00	260.00	260.00
477-510-009-000	A	1.00	260.00	260.00
477-510-010-000	A	1.00	260.00	260.00
477-510-011-000	A	1.00	260.00	260.00
477-510-012-000	A	1.00	260.00	260.00
477-510-013-000	A	1.00	260.00	260.00
477-510-014-000	A	1.00	260.00	260.00
477-510-015-000	A	1.00	260.00	260.00
477-520-001-000	A	1.00	260.00	260.00
477-520-002-000	A	1.00	260.00	260.00
477-520-003-000	A	1.00	260.00	260.00
477-520-004-000	A	1.00	260.00	260.00
477-520-005-000	A	1.00	260.00	260.00
477-520-006-000	A	1.00	260.00	260.00
477-520-007-000	A	1.00	260.00	260.00

City of Roseville
Northwest Roseville Specific Plan Landscaping and Lighting District
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APN	Zone	EBU	Balloted Maximum Assessment Rate	Balloted Maximum Assessment
477-520-008-000	A	1.00	260.00	260.00
477-520-009-000	A	1.00	260.00	260.00
477-520-010-000	A	1.00	260.00	260.00
477-520-011-000	A	1.00	260.00	260.00
477-520-012-000	A	1.00	260.00	260.00
477-520-013-000	A	1.00	260.00	260.00
477-520-014-000	A	1.00	260.00	260.00
477-520-015-000	A	1.00	260.00	260.00
477-520-016-000	A	1.00	260.00	260.00
477-530-001-000	A	1.00	260.00	260.00
477-530-002-000	A	1.00	260.00	260.00
477-530-003-000	A	1.00	260.00	260.00
477-530-004-000	A	1.00	260.00	260.00
477-530-005-000	A	1.00	260.00	260.00
477-530-006-000	A	1.00	260.00	260.00
477-530-007-000	A	1.00	260.00	260.00
477-530-008-000	A	1.00	260.00	260.00
477-530-009-000	A	1.00	260.00	260.00
477-530-010-000	A	1.00	260.00	260.00
477-530-011-000	A	1.00	260.00	260.00
477-530-012-000	A	1.00	260.00	260.00
477-530-013-000	A	1.00	260.00	260.00
477-530-014-000	A	1.00	260.00	260.00
477-530-015-000	A	1.00	260.00	260.00
477-530-016-000	A	1.00	260.00	260.00
477-530-017-000	A	1.00	260.00	260.00
477-530-018-000	A	1.00	260.00	260.00
477-530-019-000	A	1.00	260.00	260.00
477-530-020-000	A	1.00	260.00	260.00
477-530-021-000	A	1.00	260.00	260.00
477-530-022-000	A	1.00	260.00	260.00
477-530-023-000	A	1.00	260.00	260.00
477-530-024-000	A	1.00	260.00	260.00
477-530-025-000	A	1.00	260.00	260.00
477-530-026-000	A	1.00	260.00	260.00
477-530-027-000	A	1.00	260.00	260.00
477-530-028-000	A	1.00	260.00	260.00
477-530-029-000	A	1.00	260.00	260.00
477-530-030-000	A	1.00	260.00	260.00
477-530-031-000	A	1.00	260.00	260.00
477-530-032-000	A	1.00	260.00	260.00
477-530-033-000	A	1.00	260.00	260.00
477-540-001-000	A	1.00	260.00	260.00
477-540-002-000	A	1.00	260.00	260.00
477-540-003-000	A	1.00	260.00	260.00
477-540-004-000	A	1.00	260.00	260.00
477-540-005-000	A	1.00	260.00	260.00
477-540-006-000	A	1.00	260.00	260.00
477-540-007-000	A	1.00	260.00	260.00
477-540-008-000	A	1.00	260.00	260.00
477-540-009-000	A	1.00	260.00	260.00
477-540-010-000	A	1.00	260.00	260.00
477-540-011-000	A	1.00	260.00	260.00
477-540-012-000	A	1.00	260.00	260.00
477-540-013-000	A	1.00	260.00	260.00

City of Roseville
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APN	Zone	EBU	Balloted Maximum Assessment Rate	Balloted Maximum Assessment
477-540-014-000	A	1.00	260.00	260.00
477-540-015-000	A	1.00	260.00	260.00
477-540-016-000	A	1.00	260.00	260.00
477-540-017-000	A	1.00	260.00	260.00
477-540-018-000	A	1.00	260.00	260.00
477-540-019-000	A	1.00	260.00	260.00
477-550-001-000	A	1.00	260.00	260.00
477-550-002-000	A	1.00	260.00	260.00
477-550-003-000	A	1.00	260.00	260.00
477-550-004-000	A	1.00	260.00	260.00
477-550-005-000	A	1.00	260.00	260.00
477-550-006-000	A	1.00	260.00	260.00
477-550-007-000	A	1.00	260.00	260.00
477-550-008-000	A	1.00	260.00	260.00
477-550-009-000	A	1.00	260.00	260.00
477-550-010-000	A	1.00	260.00	260.00
477-550-011-000	A	1.00	260.00	260.00
477-550-012-000	A	1.00	260.00	260.00
477-550-013-000	A	1.00	260.00	260.00
477-550-014-000	A	1.00	260.00	260.00
477-550-015-000	A	1.00	260.00	260.00
477-550-016-000	A	1.00	260.00	260.00
477-550-017-000	A	1.00	260.00	260.00
477-550-018-000	A	1.00	260.00	260.00
477-550-019-000	A	1.00	260.00	260.00
477-550-020-000	A	1.00	260.00	260.00
477-550-021-000	A	1.00	260.00	260.00
477-550-022-000	A	1.00	260.00	260.00
477-550-023-000	A	1.00	260.00	260.00
477-550-024-000	A	1.00	260.00	260.00
477-550-025-000	A	1.00	260.00	260.00
477-550-026-000	A	1.00	260.00	260.00
477-550-027-000	A	1.00	260.00	260.00
477-550-028-000	A	1.00	260.00	260.00
477-550-029-000	A	1.00	260.00	260.00
477-550-030-000	A	1.00	260.00	260.00
477-550-031-000	A	1.00	260.00	260.00
477-550-032-000	A	1.00	260.00	260.00
477-560-001-000	A	1.00	260.00	260.00
477-560-002-000	A	1.00	260.00	260.00
477-560-003-000	A	1.00	260.00	260.00
477-560-004-000	A	1.00	260.00	260.00
477-560-005-000	A	1.00	260.00	260.00
477-560-006-000	A	1.00	260.00	260.00
477-560-007-000	A	1.00	260.00	260.00
477-560-008-000	A	1.00	260.00	260.00
477-560-009-000	A	1.00	260.00	260.00
477-560-010-000	A	1.00	260.00	260.00
477-560-011-000	A	1.00	260.00	260.00
477-560-012-000	A	1.00	260.00	260.00
477-560-013-000	A	1.00	260.00	260.00
477-560-014-000	A	1.00	260.00	260.00
477-560-015-000	A	1.00	260.00	260.00
477-560-016-000	A	1.00	260.00	260.00
477-560-017-000	A	1.00	260.00	260.00

City of Roseville
Northwest Roseville Specific Plan Landscaping and Lighting District
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APN	Zone	EBU	Balloted Maximum Assessment Rate	Balloted Maximum Assessment
477-560-018-000	A	1.00	260.00	260.00
477-560-019-000	A	1.00	260.00	260.00
477-560-020-000	A	1.00	260.00	260.00
477-560-021-000	A	1.00	260.00	260.00
477-560-022-000	A	1.00	260.00	260.00
477-560-023-000	A	1.00	260.00	260.00
477-560-024-000	A	1.00	260.00	260.00
477-560-025-000	A	1.00	260.00	260.00
477-560-026-000	A	1.00	260.00	260.00
477-560-027-000	A	1.00	260.00	260.00
477-560-028-000	A	1.00	260.00	260.00
477-560-029-000	A	1.00	260.00	260.00
477-560-030-000	A	1.00	260.00	260.00
477-560-031-000	A	1.00	260.00	260.00
477-560-032-000	A	1.00	260.00	260.00
477-560-033-000	A	1.00	260.00	260.00
477-560-034-000	A	1.00	260.00	260.00
477-560-035-000	A	1.00	260.00	260.00
477-570-001-000	A	1.00	260.00	260.00
477-570-002-000	A	1.00	260.00	260.00
477-570-003-000	A	1.00	260.00	260.00
477-570-004-000	A	1.00	260.00	260.00
477-570-005-000	A	1.00	260.00	260.00
477-570-006-000	A	1.00	260.00	260.00
477-570-007-000	A	1.00	260.00	260.00
477-570-008-000	A	1.00	260.00	260.00
477-570-009-000	A	1.00	260.00	260.00
477-570-010-000	A	1.00	260.00	260.00
477-570-011-000	A	1.00	260.00	260.00
477-570-012-000	A	1.00	260.00	260.00
477-570-013-000	A	1.00	260.00	260.00
477-570-014-000	A	1.00	260.00	260.00
477-570-015-000	A	1.00	260.00	260.00
477-570-016-000	A	1.00	260.00	260.00
477-570-017-000	A	1.00	260.00	260.00
477-570-018-000	A	1.00	260.00	260.00
477-570-019-000	A	1.00	260.00	260.00
477-570-020-000	A	1.00	260.00	260.00
477-570-021-000	A	1.00	260.00	260.00
477-570-022-000	A	1.00	260.00	260.00
477-570-023-000	A	1.00	260.00	260.00
477-570-024-000	A	1.00	260.00	260.00
477-570-025-000	A	1.00	260.00	260.00
477-570-026-000	A	1.00	260.00	260.00
477-570-027-000	A	1.00	260.00	260.00
477-570-028-000	A	1.00	260.00	260.00
477-570-029-000	A	1.00	260.00	260.00
477-570-030-000	A	1.00	260.00	260.00
477-570-031-000	A	1.00	260.00	260.00
477-570-032-000	A	1.00	260.00	260.00
477-570-033-000	A	1.00	260.00	260.00
477-570-034-000	A	1.00	260.00	260.00
477-570-035-000	A	1.00	260.00	260.00
477-570-036-000	A	1.00	260.00	260.00
477-570-037-000	A	1.00	260.00	260.00

City of Roseville
Northwest Roseville Specific Plan Landscaping and Lighting District
FY 2022/2023 Assessment Roll - Zone A

APN	Zone	EBU	Balloted Maximum Assessment Rate	Balloted Maximum Assessment
477-570-038-000	A	1.00	260.00	260.00
477-570-039-000	A	1.00	260.00	260.00
477-570-040-000	A	1.00	260.00	260.00
477-570-041-000	A	1.00	260.00	260.00
477-570-042-000	A	1.00	260.00	260.00
477-580-001-000	A	1.00	260.00	260.00
477-580-002-000	A	1.00	260.00	260.00
477-580-003-000	A	1.00	260.00	260.00
477-580-004-000	A	1.00	260.00	260.00
477-580-005-000	A	1.00	260.00	260.00
477-580-006-000	A	1.00	260.00	260.00
477-580-007-000	A	1.00	260.00	260.00
477-580-008-000	A	1.00	260.00	260.00
477-580-009-000	A	1.00	260.00	260.00
477-580-010-000	A	1.00	260.00	260.00
477-580-011-000	A	1.00	260.00	260.00
477-580-012-000	A	1.00	260.00	260.00
477-580-013-000	A	1.00	260.00	260.00
477-580-014-000	A	1.00	260.00	260.00
477-580-015-000	A	1.00	260.00	260.00
477-580-016-000	A	1.00	260.00	260.00
477-580-017-000	A	1.00	260.00	260.00
477-580-018-000	A	1.00	260.00	260.00
477-580-019-000	A	1.00	260.00	260.00
477-580-020-000	A	1.00	260.00	260.00
477-580-021-000	A	1.00	260.00	260.00
477-580-022-000	A	1.00	260.00	260.00
477-580-023-000	A	1.00	260.00	260.00
477-580-024-000	A	1.00	260.00	260.00
477-580-025-000	A	1.00	260.00	260.00
477-580-026-000	A	1.00	260.00	260.00
477-580-027-000	A	1.00	260.00	260.00
477-580-028-000	A	1.00	260.00	260.00
477-590-001-000	A	1.00	260.00	260.00
477-590-002-000	A	1.00	260.00	260.00
477-590-003-000	A	1.00	260.00	260.00
477-590-004-000	A	1.00	260.00	260.00
477-590-005-000	A	1.00	260.00	260.00
477-590-006-000	A	1.00	260.00	260.00
477-590-007-000	A	1.00	260.00	260.00
477-590-008-000	A	1.00	260.00	260.00
477-590-009-000	A	1.00	260.00	260.00
477-590-010-000	A	1.00	260.00	260.00
477-590-011-000	A	1.00	260.00	260.00
477-590-012-000	A	1.00	260.00	260.00
477-590-013-000	A	1.00	260.00	260.00
477-590-014-000	A	1.00	260.00	260.00
477-590-015-000	A	1.00	260.00	260.00
477-590-016-000	A	1.00	260.00	260.00
477-600-001-000	A	1.00	260.00	260.00
477-600-002-000	A	1.00	260.00	260.00
477-600-003-000	A	1.00	260.00	260.00
477-600-004-000	A	1.00	260.00	260.00
477-600-005-000	A	1.00	260.00	260.00
477-600-006-000	A	1.00	260.00	260.00

City of Roseville
Northwest Roseville Specific Plan Landscaping and Lighting District
FY 2022/2023 Assessment Roll - Zone A

APN	Zone	EBU	Balloted Maximum Assessment Rate	Balloted Maximum Assessment
477-600-007-000	A	1.00	260.00	260.00
477-600-008-000	A	1.00	260.00	260.00
477-600-009-000	A	1.00	260.00	260.00
477-600-010-000	A	1.00	260.00	260.00
477-600-011-000	A	1.00	260.00	260.00
477-600-012-000	A	1.00	260.00	260.00
477-600-013-000	A	1.00	260.00	260.00
477-600-014-000	A	1.00	260.00	260.00
477-600-015-000	A	1.00	260.00	260.00
477-600-016-000	A	1.00	260.00	260.00
477-600-017-000	A	1.00	260.00	260.00
477-600-018-000	A	1.00	260.00	260.00
477-600-019-000	A	1.00	260.00	260.00
477-600-020-000	A	1.00	260.00	260.00
477-610-001-000	A	1.00	260.00	260.00
477-610-002-000	A	1.00	260.00	260.00
477-610-003-000	A	1.00	260.00	260.00
477-610-004-000	A	1.00	260.00	260.00
477-610-005-000	A	1.00	260.00	260.00
477-610-006-000	A	1.00	260.00	260.00
477-610-007-000	A	1.00	260.00	260.00
477-610-008-000	A	1.00	260.00	260.00
477-610-009-000	A	1.00	260.00	260.00
477-610-010-000	A	1.00	260.00	260.00
477-610-011-000	A	1.00	260.00	260.00
477-610-012-000	A	1.00	260.00	260.00
477-610-013-000	A	1.00	260.00	260.00
477-610-014-000	A	1.00	260.00	260.00
477-610-015-000	A	1.00	260.00	260.00
477-610-016-000	A	1.00	260.00	260.00
477-610-017-000	A	1.00	260.00	260.00
477-610-018-000	A	1.00	260.00	260.00
477-610-019-000	A	1.00	260.00	260.00
477-610-020-000	A	1.00	260.00	260.00
477-610-021-000	A	1.00	260.00	260.00
477-610-022-000	A	1.00	260.00	260.00
477-610-023-000	A	1.00	260.00	260.00
477-610-024-000	A	1.00	260.00	260.00
477-610-025-000	A	1.00	260.00	260.00
477-610-026-000	A	1.00	260.00	260.00
477-610-027-000	A	1.00	260.00	260.00
477-610-028-000	A	1.00	260.00	260.00
477-610-029-000	A	1.00	260.00	260.00
477-610-030-000	A	1.00	260.00	260.00
477-620-001-000	A	1.00	260.00	260.00
477-620-002-000	A	1.00	260.00	260.00
477-620-003-000	A	1.00	260.00	260.00
477-620-004-000	A	1.00	260.00	260.00
477-620-005-000	A	1.00	260.00	260.00
477-620-006-000	A	1.00	260.00	260.00
477-620-007-000	A	1.00	260.00	260.00
477-620-008-000	A	1.00	260.00	260.00
477-620-009-000	A	1.00	260.00	260.00
477-620-010-000	A	1.00	260.00	260.00
477-620-011-000	A	1.00	260.00	260.00

City of Roseville
Northwest Roseville Specific Plan Landscaping and Lighting District
FY 2022/2023 Assessment Roll - Zone A

APN	Zone	EBU	Balloted Maximum Assessment Rate	Balloted Maximum Assessment
477-620-012-000	A	1.00	260.00	260.00
477-620-013-000	A	1.00	260.00	260.00
477-620-014-000	A	1.00	260.00	260.00
477-620-015-000	A	1.00	260.00	260.00
477-620-016-000	A	1.00	260.00	260.00
477-620-017-000	A	1.00	260.00	260.00
477-620-018-000	A	1.00	260.00	260.00
477-620-019-000	A	1.00	260.00	260.00
477-620-020-000	A	1.00	260.00	260.00
477-620-021-000	A	1.00	260.00	260.00
477-620-022-000	A	1.00	260.00	260.00
477-620-023-000	A	1.00	260.00	260.00
477-620-024-000	A	1.00	260.00	260.00
477-620-025-000	A	1.00	260.00	260.00
477-620-026-000	A	1.00	260.00	260.00
477-620-027-000	A	1.00	260.00	260.00
477-630-001-000	A	1.00	260.00	260.00
477-630-002-000	A	1.00	260.00	260.00
477-630-003-000	A	1.00	260.00	260.00
477-630-004-000	A	1.00	260.00	260.00
477-630-005-000	A	1.00	260.00	260.00
477-630-006-000	A	1.00	260.00	260.00
477-630-007-000	A	1.00	260.00	260.00
477-630-008-000	A	1.00	260.00	260.00
477-630-009-000	A	1.00	260.00	260.00
477-630-010-000	A	1.00	260.00	260.00
477-630-011-000	A	1.00	260.00	260.00
477-630-012-000	A	1.00	260.00	260.00
477-630-013-000	A	1.00	260.00	260.00
477-630-014-000	A	1.00	260.00	260.00
477-630-015-000	A	1.00	260.00	260.00
477-630-016-000	A	1.00	260.00	260.00
477-630-017-000	A	1.00	260.00	260.00
477-630-018-000	A	1.00	260.00	260.00
477-630-019-000	A	1.00	260.00	260.00
477-630-020-000	A	1.00	260.00	260.00
477-630-021-000	A	1.00	260.00	260.00
477-640-001-000	A	1.00	260.00	260.00
477-640-002-000	A	1.00	260.00	260.00
477-640-003-000	A	1.00	260.00	260.00
477-640-004-000	A	1.00	260.00	260.00
477-640-005-000	A	1.00	260.00	260.00
477-640-006-000	A	1.00	260.00	260.00
477-640-007-000	A	1.00	260.00	260.00
477-640-008-000	A	1.00	260.00	260.00
477-640-009-000	A	1.00	260.00	260.00
477-640-010-000	A	1.00	260.00	260.00
477-640-011-000	A	1.00	260.00	260.00
477-640-012-000	A	1.00	260.00	260.00
477-640-013-000	A	1.00	260.00	260.00
477-640-014-000	A	1.00	260.00	260.00
477-640-015-000	A	1.00	260.00	260.00
477-640-016-000	A	1.00	260.00	260.00
477-640-017-000	A	1.00	260.00	260.00
477-640-018-000	A	1.00	260.00	260.00

City of Roseville
Northwest Roseville Specific Plan Landscaping and Lighting District
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APN	Zone	EBU	Balloted Maximum Assessment Rate	Balloted Maximum Assessment
477-640-019-000	A	1.00	260.00	260.00
477-640-020-000	A	1.00	260.00	260.00
477-640-021-000	A	1.00	260.00	260.00
477-640-022-000	A	1.00	260.00	260.00
477-640-023-000	A	1.00	260.00	260.00
477-650-001-000	A	1.00	260.00	260.00
477-650-002-000	A	1.00	260.00	260.00
477-650-003-000	A	1.00	260.00	260.00
477-650-004-000	A	1.00	260.00	260.00
477-650-005-000	A	1.00	260.00	260.00
477-650-006-000	A	1.00	260.00	260.00
477-650-007-000	A	1.00	260.00	260.00
477-650-008-000	A	1.00	260.00	260.00
477-650-009-000	A	1.00	260.00	260.00
477-650-010-000	A	1.00	260.00	260.00
477-650-011-000	A	1.00	260.00	260.00
477-650-012-000	A	1.00	260.00	260.00
477-650-013-000	A	1.00	260.00	260.00
477-650-014-000	A	1.00	260.00	260.00
477-650-015-000	A	1.00	260.00	260.00
477-650-016-000	A	1.00	260.00	260.00
477-650-017-000	A	1.00	260.00	260.00
477-650-018-000	A	1.00	260.00	260.00
477-650-019-000	A	1.00	260.00	260.00
477-650-020-000	A	1.00	260.00	260.00
477-650-021-000	A	1.00	260.00	260.00
477-650-022-000	A	1.00	260.00	260.00
477-650-023-000	A	1.00	260.00	260.00
477-650-024-000	A	1.00	260.00	260.00
477-650-025-000	A	1.00	260.00	260.00
477-650-026-000	A	1.00	260.00	260.00
477-650-027-000	A	1.00	260.00	260.00
477-650-028-000	A	1.00	260.00	260.00
477-650-029-000	A	1.00	260.00	260.00
477-650-030-000	A	1.00	260.00	260.00
477-650-031-000	A	1.00	260.00	260.00
477-650-032-000	A	1.00	260.00	260.00
477-650-033-000	A	1.00	260.00	260.00
477-650-034-000	A	1.00	260.00	260.00
477-650-035-000	A	1.00	260.00	260.00
477-650-036-000	A	1.00	260.00	260.00
477-650-037-000	A	1.00	260.00	260.00
477-650-038-000	A	1.00	260.00	260.00
477-650-039-000	A	1.00	260.00	260.00
477-650-040-000	A	1.00	260.00	260.00
477-650-041-000	A	1.00	260.00	260.00
477-650-042-000	A	1.00	260.00	260.00
477-650-043-000	A	1.00	260.00	260.00
477-650-044-000	A	1.00	260.00	260.00
477-650-045-000	A	1.00	260.00	260.00
477-660-001-000	A	1.00	260.00	260.00
477-660-002-000	A	1.00	260.00	260.00
477-660-003-000	A	1.00	260.00	260.00
477-660-004-000	A	1.00	260.00	260.00
477-660-005-000	A	1.00	260.00	260.00

City of Roseville
Northwest Roseville Specific Plan Landscaping and Lighting District
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APN	Zone	EBU	Balloted Maximum Assessment Rate	Balloted Maximum Assessment
477-660-006-000	A	1.00	260.00	260.00
477-660-007-000	A	1.00	260.00	260.00
477-660-008-000	A	1.00	260.00	260.00
477-660-009-000	A	1.00	260.00	260.00
477-660-010-000	A	1.00	260.00	260.00
477-660-011-000	A	1.00	260.00	260.00
477-660-012-000	A	1.00	260.00	260.00
477-660-013-000	A	1.00	260.00	260.00
477-660-014-000	A	1.00	260.00	260.00
477-660-015-000	A	1.00	260.00	260.00
477-660-016-000	A	1.00	260.00	260.00
477-660-017-000	A	1.00	260.00	260.00
477-660-018-000	A	1.00	260.00	260.00
477-660-019-000	A	1.00	260.00	260.00
477-660-020-000	A	1.00	260.00	260.00
477-660-021-000	A	1.00	260.00	260.00
477-660-022-000	A	1.00	260.00	260.00
477-660-023-000	A	1.00	260.00	260.00
477-660-024-000	A	1.00	260.00	260.00
477-660-025-000	A	1.00	260.00	260.00
477-660-026-000	A	1.00	260.00	260.00
477-660-027-000	A	1.00	260.00	260.00
477-660-028-000	A	1.00	260.00	260.00
477-660-029-000	A	1.00	260.00	260.00
477-660-030-000	A	1.00	260.00	260.00
477-660-031-000	A	1.00	260.00	260.00
477-660-032-000	A	1.00	260.00	260.00
477-660-033-000	A	1.00	260.00	260.00
477-660-034-000	A	1.00	260.00	260.00
477-660-035-000	A	1.00	260.00	260.00
477-660-036-000	A	1.00	260.00	260.00
477-660-037-000	A	1.00	260.00	260.00
477-660-038-000	A	1.00	260.00	260.00
477-660-039-000	A	1.00	260.00	260.00
477-660-040-000	A	1.00	260.00	260.00
477-660-041-000	A	1.00	260.00	260.00
477-660-042-000	A	1.00	260.00	260.00
477-660-043-000	A	1.00	260.00	260.00
477-660-044-000	A	1.00	260.00	260.00
477-660-045-000	A	1.00	260.00	260.00
477-660-046-000	A	1.00	260.00	260.00
477-660-047-000	A	1.00	260.00	260.00
477-660-048-000	A	1.00	260.00	260.00
477-660-049-000	A	1.00	260.00	260.00
477-660-050-000	A	1.00	260.00	260.00
477-660-051-000	A	1.00	260.00	260.00
477-660-052-000	A	1.00	260.00	260.00
480-010-001-000	A	1.00	260.00	260.00
480-010-002-000	A	1.00	260.00	260.00
480-010-003-000	A	1.00	260.00	260.00
480-010-004-000	A	1.00	260.00	260.00
480-010-005-000	A	1.00	260.00	260.00
480-010-006-000	A	1.00	260.00	260.00
480-010-007-000	A	1.00	260.00	260.00
480-010-008-000	A	1.00	260.00	260.00

City of Roseville
Northwest Roseville Specific Plan Landscaping and Lighting District
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APN	Zone	EBU	Balloted Maximum Assessment Rate	Balloted Maximum Assessment
480-010-009-000	A	1.00	260.00	260.00
480-010-010-000	A	1.00	260.00	260.00
480-010-011-000	A	1.00	260.00	260.00
480-010-012-000	A	1.00	260.00	260.00
480-010-013-000	A	1.00	260.00	260.00
480-010-014-000	A	1.00	260.00	260.00
480-010-015-000	A	1.00	260.00	260.00
480-010-016-000	A	1.00	260.00	260.00
480-010-017-000	A	1.00	260.00	260.00
480-010-018-000	A	1.00	260.00	260.00
480-010-019-000	A	1.00	260.00	260.00
480-010-020-000	A	1.00	260.00	260.00
480-010-021-000	A	1.00	260.00	260.00
480-010-022-000	A	1.00	260.00	260.00
480-010-023-000	A	1.00	260.00	260.00
480-010-024-000	A	1.00	260.00	260.00
480-010-025-000	A	1.00	260.00	260.00
480-010-026-000	A	1.00	260.00	260.00
480-010-027-000	A	1.00	260.00	260.00
480-010-028-000	A	1.00	260.00	260.00
480-010-029-000	A	1.00	260.00	260.00
480-010-030-000	A	1.00	260.00	260.00
480-010-031-000	A	1.00	260.00	260.00
480-010-032-000	A	1.00	260.00	260.00
480-010-033-000	A	1.00	260.00	260.00
480-010-034-000	A	1.00	260.00	260.00
480-010-035-000	A	1.00	260.00	260.00
480-010-036-000	A	1.00	260.00	260.00
480-010-037-000	A	1.00	260.00	260.00
480-010-038-000	A	1.00	260.00	260.00
480-010-039-000	A	1.00	260.00	260.00
480-010-040-000	A	1.00	260.00	260.00
480-010-041-000	A	1.00	260.00	260.00
480-010-042-000	A	1.00	260.00	260.00
480-010-043-000	A	1.00	260.00	260.00
480-010-044-000	A	1.00	260.00	260.00
480-010-045-000	A	1.00	260.00	260.00
480-010-046-000	A	1.00	260.00	260.00
480-010-047-000	A	1.00	260.00	260.00
480-010-048-000	A	1.00	260.00	260.00
480-010-049-000	A	1.00	260.00	260.00
480-010-050-000	A	1.00	260.00	260.00
480-010-051-000	A	1.00	260.00	260.00
480-010-052-000	A	1.00	260.00	260.00
480-010-053-000	A	1.00	260.00	260.00
480-010-054-000	A	1.00	260.00	260.00
480-010-055-000	A	1.00	260.00	260.00
480-010-056-000	A	1.00	260.00	260.00
480-010-057-000	A	1.00	260.00	260.00
480-010-058-000	A	1.00	260.00	260.00
480-010-059-000	A	1.00	260.00	260.00
480-010-060-000	A	1.00	260.00	260.00
480-010-061-000	A	1.00	260.00	260.00
480-010-062-000	A	1.00	260.00	260.00
480-010-063-000	A	1.00	260.00	260.00

City of Roseville
Northwest Roseville Specific Plan Landscaping and Lighting District
FY 2022/2023 Assessment Roll - Zone A

APN	Zone	EBU	Balloted Maximum Assessment Rate	Balloted Maximum Assessment
480-010-064-000	A	1.00	260.00	260.00
480-010-065-000	A	1.00	260.00	260.00
480-010-066-000	A	1.00	260.00	260.00
480-010-067-000	A	1.00	260.00	260.00
480-010-068-000	A	1.00	260.00	260.00
480-010-069-000	A	1.00	260.00	260.00
480-010-070-000	A	1.00	260.00	260.00
480-010-071-000	A	1.00	260.00	260.00
480-010-072-000	A	1.00	260.00	260.00
480-010-073-000	A	1.00	260.00	260.00
480-010-074-000	A	1.00	260.00	260.00
480-010-075-000	A	1.00	260.00	260.00
480-010-076-000	A	1.00	260.00	260.00
480-010-077-000	A	1.00	260.00	260.00
480-010-078-000	A	1.00	260.00	260.00
480-010-079-000	A	1.00	260.00	260.00
480-010-080-000	A	1.00	260.00	260.00
480-020-001-000	A	1.00	260.00	260.00
480-020-002-000	A	1.00	260.00	260.00
480-020-003-000	A	1.00	260.00	260.00
480-020-004-000	A	1.00	260.00	260.00
480-020-005-000	A	1.00	260.00	260.00
480-020-006-000	A	1.00	260.00	260.00
480-020-007-000	A	1.00	260.00	260.00
480-020-008-000	A	1.00	260.00	260.00
480-020-009-000	A	1.00	260.00	260.00
480-020-010-000	A	1.00	260.00	260.00
480-020-011-000	A	1.00	260.00	260.00
480-020-012-000	A	1.00	260.00	260.00
480-020-013-000	A	1.00	260.00	260.00
480-020-014-000	A	1.00	260.00	260.00
480-020-015-000	A	1.00	260.00	260.00
480-020-016-000	A	1.00	260.00	260.00
480-020-017-000	A	1.00	260.00	260.00
480-020-018-000	A	1.00	260.00	260.00
480-020-019-000	A	1.00	260.00	260.00
480-020-020-000	A	1.00	260.00	260.00
480-020-021-000	A	1.00	260.00	260.00
480-020-022-000	A	1.00	260.00	260.00
480-020-023-000	A	1.00	260.00	260.00
480-020-024-000	A	1.00	260.00	260.00
480-020-025-000	A	1.00	260.00	260.00
480-020-026-000	A	1.00	260.00	260.00
480-020-027-000	A	1.00	260.00	260.00
480-020-028-000	A	1.00	260.00	260.00
480-020-029-000	A	1.00	260.00	260.00
480-020-030-000	A	1.00	260.00	260.00
480-020-031-000	A	1.00	260.00	260.00
480-020-032-000	A	1.00	260.00	260.00
480-020-033-000	A	1.00	260.00	260.00
480-020-034-000	A	1.00	260.00	260.00
480-020-035-000	A	1.00	260.00	260.00
480-020-036-000	A	1.00	260.00	260.00
480-020-037-000	A	1.00	260.00	260.00
480-020-038-000	A	1.00	260.00	260.00

City of Roseville
Northwest Roseville Specific Plan Landscaping and Lighting District
FY 2022/2023 Assessment Roll - Zone A

APN	Zone	EBU	Balloted Maximum Assessment Rate	Balloted Maximum Assessment
480-020-039-000	A	1.00	260.00	260.00
480-020-040-000	A	1.00	260.00	260.00
480-020-041-000	A	1.00	260.00	260.00
480-020-042-000	A	1.00	260.00	260.00
480-020-043-000	A	1.00	260.00	260.00
480-020-044-000	A	1.00	260.00	260.00
480-020-045-000	A	1.00	260.00	260.00
480-020-046-000	A	1.00	260.00	260.00
480-020-047-000	A	1.00	260.00	260.00
480-020-048-000	A	1.00	260.00	260.00
480-020-049-000	A	1.00	260.00	260.00
480-020-050-000	A	1.00	260.00	260.00
480-020-051-000	A	1.00	260.00	260.00
480-020-052-000	A	1.00	260.00	260.00
480-020-053-000	A	1.00	260.00	260.00
480-020-054-000	A	1.00	260.00	260.00
480-020-055-000	A	1.00	260.00	260.00
480-020-056-000	A	1.00	260.00	260.00
480-020-057-000	A	1.00	260.00	260.00
480-020-058-000	A	1.00	260.00	260.00
480-020-059-000	A	1.00	260.00	260.00
480-020-060-000	A	1.00	260.00	260.00
480-020-061-000	A	1.00	260.00	260.00
480-020-062-000	A	1.00	260.00	260.00
480-020-063-000	A	1.00	260.00	260.00
480-020-064-000	A	1.00	260.00	260.00
480-020-065-000	A	1.00	260.00	260.00
480-020-066-000	A	1.00	260.00	260.00
480-020-067-000	A	1.00	260.00	260.00
480-030-001-000	A	1.00	260.00	260.00
480-030-002-000	A	1.00	260.00	260.00
480-030-003-000	A	1.00	260.00	260.00
480-030-005-000	A	1.00	260.00	260.00
480-030-006-000	A	1.00	260.00	260.00
480-030-007-000	A	1.00	260.00	260.00
480-030-008-000	A	1.00	260.00	260.00
480-030-009-000	A	1.00	260.00	260.00
480-030-010-000	A	1.00	260.00	260.00
480-030-011-000	A	1.00	260.00	260.00
480-030-012-000	A	1.00	260.00	260.00
480-030-013-000	A	1.00	260.00	260.00
480-030-014-000	A	1.00	260.00	260.00
480-030-015-000	A	1.00	260.00	260.00
480-030-016-000	A	1.00	260.00	260.00
480-030-017-000	A	1.00	260.00	260.00
480-030-018-000	A	1.00	260.00	260.00
480-030-019-000	A	1.00	260.00	260.00
480-030-020-000	A	1.00	260.00	260.00
480-030-021-000	A	1.00	260.00	260.00
480-030-022-000	A	1.00	260.00	260.00
480-030-023-000	A	1.00	260.00	260.00
480-030-024-000	A	1.00	260.00	260.00
480-030-025-000	A	1.00	260.00	260.00
480-030-026-000	A	1.00	260.00	260.00
480-030-027-000	A	1.00	260.00	260.00

City of Roseville
Northwest Roseville Specific Plan Landscaping and Lighting District
FY 2022/2023 Assessment Roll - Zone A

APN	Zone	EBU	Balloted Maximum Assessment Rate	Balloted Maximum Assessment
480-030-028-000	A	1.00	260.00	260.00
480-030-029-000	A	1.00	260.00	260.00
480-030-030-000	A	1.00	260.00	260.00
480-030-033-000	A	1.00	260.00	260.00
480-040-001-000	A	1.00	260.00	260.00
480-040-002-000	A	1.00	260.00	260.00
480-040-003-000	A	1.00	260.00	260.00
480-040-004-000	A	1.00	260.00	260.00
480-040-005-000	A	1.00	260.00	260.00
480-040-006-000	A	1.00	260.00	260.00
480-040-007-000	A	1.00	260.00	260.00
480-040-008-000	A	1.00	260.00	260.00
480-040-009-000	A	1.00	260.00	260.00
480-040-010-000	A	1.00	260.00	260.00
480-040-011-000	A	1.00	260.00	260.00
480-040-012-000	A	1.00	260.00	260.00
480-040-013-000	A	1.00	260.00	260.00
480-040-014-000	A	1.00	260.00	260.00
480-040-015-000	A	1.00	260.00	260.00
480-040-016-000	A	1.00	260.00	260.00
480-040-017-000	A	1.00	260.00	260.00
480-040-018-000	A	1.00	260.00	260.00
480-040-019-000	A	1.00	260.00	260.00
480-040-020-000	A	1.00	260.00	260.00
480-040-021-000	A	1.00	260.00	260.00
480-040-022-000	A	1.00	260.00	260.00
480-040-023-000	A	1.00	260.00	260.00
480-040-024-000	A	1.00	260.00	260.00
480-040-025-000	A	1.00	260.00	260.00
480-040-026-000	A	1.00	260.00	260.00
480-050-001-000	A	1.00	260.00	260.00
480-050-002-000	A	1.00	260.00	260.00
480-050-003-000	A	1.00	260.00	260.00
480-050-004-000	A	1.00	260.00	260.00
480-050-005-000	A	1.00	260.00	260.00
480-050-006-000	A	1.00	260.00	260.00
480-050-007-000	A	1.00	260.00	260.00
480-050-008-000	A	1.00	260.00	260.00
480-050-009-000	A	1.00	260.00	260.00
480-050-010-000	A	1.00	260.00	260.00
480-050-011-000	A	1.00	260.00	260.00
480-050-012-000	A	1.00	260.00	260.00
480-050-017-000	A	1.00	260.00	260.00
480-050-018-000	A	1.00	260.00	260.00
480-050-019-000	A	1.00	260.00	260.00
480-050-020-000	A	1.00	260.00	260.00
480-050-022-000	A	1.00	260.00	260.00
480-050-023-000	A	1.00	260.00	260.00
480-050-024-000	A	1.00	260.00	260.00
480-050-025-000	A	1.00	260.00	260.00
480-060-001-000	A	1.00	260.00	260.00
480-060-002-000	A	1.00	260.00	260.00
480-060-003-000	A	1.00	260.00	260.00
480-060-004-000	A	1.00	260.00	260.00
480-060-005-000	A	1.00	260.00	260.00

City of Roseville
Northwest Roseville Specific Plan Landscaping and Lighting District
FY 2022/2023 Assessment Roll - Zone A

APN	Zone	EBU	Balloted Maximum Assessment Rate	Balloted Maximum Assessment
480-060-006-000	A	1.00	260.00	260.00
480-060-007-000	A	1.00	260.00	260.00
480-060-008-000	A	1.00	260.00	260.00
480-060-009-000	A	1.00	260.00	260.00
480-060-010-000	A	1.00	260.00	260.00
480-060-011-000	A	1.00	260.00	260.00
480-060-012-000	A	1.00	260.00	260.00
480-060-013-000	A	1.00	260.00	260.00
480-060-014-000	A	1.00	260.00	260.00
480-060-015-000	A	1.00	260.00	260.00
480-070-001-000	A	1.00	260.00	260.00
480-070-002-000	A	1.00	260.00	260.00
480-070-003-000	A	1.00	260.00	260.00
480-070-004-000	A	1.00	260.00	260.00
480-070-005-000	A	1.00	260.00	260.00
480-070-006-000	A	1.00	260.00	260.00
480-070-007-000	A	1.00	260.00	260.00
480-070-008-000	A	1.00	260.00	260.00
480-070-009-000	A	1.00	260.00	260.00
480-070-010-000	A	1.00	260.00	260.00
480-070-011-000	A	1.00	260.00	260.00
480-070-012-000	A	1.00	260.00	260.00
480-070-013-000	A	1.00	260.00	260.00
480-070-014-000	A	1.00	260.00	260.00
480-070-015-000	A	1.00	260.00	260.00
480-070-016-000	A	1.00	260.00	260.00
480-070-017-000	A	1.00	260.00	260.00
480-070-018-000	A	1.00	260.00	260.00
480-070-019-000	A	1.00	260.00	260.00
480-070-020-000	A	1.00	260.00	260.00
480-070-021-000	A	1.00	260.00	260.00
480-070-022-000	A	1.00	260.00	260.00
480-070-023-000	A	1.00	260.00	260.00
480-070-024-000	A	1.00	260.00	260.00
480-070-025-000	A	1.00	260.00	260.00
480-070-026-000	A	1.00	260.00	260.00
480-070-027-000	A	1.00	260.00	260.00
480-070-028-000	A	1.00	260.00	260.00
480-070-029-000	A	1.00	260.00	260.00
480-070-030-000	A	1.00	260.00	260.00
480-070-031-000	A	1.00	260.00	260.00
480-080-001-000	A	1.00	260.00	260.00
480-080-002-000	A	1.00	260.00	260.00
480-080-003-000	A	1.00	260.00	260.00
480-080-006-000	A	1.00	260.00	260.00
480-080-010-000	A	1.00	260.00	260.00
480-080-011-000	A	1.00	260.00	260.00
480-080-012-000	A	1.00	260.00	260.00
480-080-013-000	A	1.00	260.00	260.00
480-080-014-000	A	1.00	260.00	260.00
480-080-015-000	A	1.00	260.00	260.00
480-080-016-000	A	1.00	260.00	260.00
480-080-017-000	A	1.00	260.00	260.00
480-080-020-000	A	1.00	260.00	260.00
480-080-021-000	A	1.00	260.00	260.00

City of Roseville
Northwest Roseville Specific Plan Landscaping and Lighting District
FY 2022/2023 Assessment Roll - Zone A

APN	Zone	EBU	Balloted Maximum Assessment Rate	Balloted Maximum Assessment
480-080-022-000	A	1.00	260.00	260.00
480-080-023-000	A	1.00	260.00	260.00
480-080-024-000	A	1.00	260.00	260.00
480-080-025-000	A	1.00	260.00	260.00
480-080-026-000	A	1.00	260.00	260.00
480-080-027-000	A	1.00	260.00	260.00
480-080-028-000	A	1.00	260.00	260.00
480-080-029-000	A	1.00	260.00	260.00
480-080-030-000	A	1.00	260.00	260.00
480-080-031-000	A	1.00	260.00	260.00
480-080-032-000	A	1.00	260.00	260.00
480-080-035-000	A	1.00	260.00	260.00
480-080-037-000	A	1.00	260.00	260.00
480-080-042-000	A	1.00	260.00	260.00
480-080-047-000	A	1.00	260.00	260.00
480-080-051-000	A	1.00	260.00	260.00
480-080-053-000	A	1.00	260.00	260.00
480-080-055-000	A	1.00	260.00	260.00
480-080-057-000	A	1.00	260.00	260.00
480-080-060-000	A	1.00	260.00	260.00
480-080-062-000	A	1.00	260.00	260.00
480-080-064-000	A	1.00	260.00	260.00
480-080-065-000	A	1.00	260.00	260.00
480-080-066-000	A	1.00	260.00	260.00
480-080-067-000	A	1.00	260.00	260.00
480-080-068-000	A	1.00	260.00	260.00
480-080-069-000	A	1.00	260.00	260.00
480-080-070-000	A	1.00	260.00	260.00
480-080-071-000	A	1.00	260.00	260.00
480-080-072-000	A	1.00	260.00	260.00
480-090-001-000	A	1.00	260.00	260.00
480-090-002-000	A	1.00	260.00	260.00
480-090-003-000	A	1.00	260.00	260.00
480-090-004-000	A	1.00	260.00	260.00
480-090-005-000	A	1.00	260.00	260.00
480-090-006-000	A	1.00	260.00	260.00
480-090-007-000	A	1.00	260.00	260.00
480-090-008-000	A	1.00	260.00	260.00
480-090-009-000	A	1.00	260.00	260.00
480-090-010-000	A	1.00	260.00	260.00
480-090-011-000	A	1.00	260.00	260.00
480-090-012-000	A	1.00	260.00	260.00
480-090-013-000	A	1.00	260.00	260.00
480-090-014-000	A	1.00	260.00	260.00
480-090-015-000	A	1.00	260.00	260.00
480-090-016-000	A	1.00	260.00	260.00
480-090-017-000	A	1.00	260.00	260.00
480-090-018-000	A	1.00	260.00	260.00
480-090-019-000	A	1.00	260.00	260.00
480-090-020-000	A	1.00	260.00	260.00
480-090-021-000	A	1.00	260.00	260.00
480-090-022-000	A	1.00	260.00	260.00
480-090-023-000	A	1.00	260.00	260.00
480-090-024-000	A	1.00	260.00	260.00
480-090-025-000	A	1.00	260.00	260.00

City of Roseville
Northwest Roseville Specific Plan Landscaping and Lighting District
FY 2022/2023 Assessment Roll - Zone A

APN	Zone	EBU	Balloted Maximum Assessment Rate	Balloted Maximum Assessment
480-090-030-000	A	1.00	260.00	260.00
480-090-031-000	A	1.00	260.00	260.00
480-090-032-000	A	1.00	260.00	260.00
480-090-033-000	A	1.00	260.00	260.00
480-090-034-000	A	1.00	260.00	260.00
480-090-037-000	A	1.00	260.00	260.00
480-090-038-000	A	1.00	260.00	260.00
480-090-039-000	A	1.00	260.00	260.00
480-090-040-000	A	1.00	260.00	260.00
480-090-041-000	A	1.00	260.00	260.00
480-090-042-000	A	1.00	260.00	260.00
480-090-043-000	A	1.00	260.00	260.00
480-090-044-000	A	1.00	260.00	260.00
480-090-045-000	A	1.00	260.00	260.00
480-090-046-000	A	1.00	260.00	260.00
480-090-047-000	A	1.00	260.00	260.00
480-090-048-000	A	1.00	260.00	260.00
480-090-049-000	A	1.00	260.00	260.00
480-090-050-000	A	1.00	260.00	260.00
480-090-051-000	A	1.00	260.00	260.00
480-090-053-000	A	1.00	260.00	260.00
480-090-055-000	A	1.00	260.00	260.00
480-090-057-000	A	1.00	260.00	260.00
480-090-058-000	A	1.00	260.00	260.00
480-090-059-000	A	1.00	260.00	260.00
480-100-001-000	A	1.00	260.00	260.00
480-100-002-000	A	1.00	260.00	260.00
480-100-003-000	A	1.00	260.00	260.00
480-100-004-000	A	1.00	260.00	260.00
480-100-005-000	A	1.00	260.00	260.00
480-100-006-000	A	1.00	260.00	260.00
480-100-007-000	A	1.00	260.00	260.00
480-100-008-000	A	1.00	260.00	260.00
480-100-009-000	A	1.00	260.00	260.00
480-100-010-000	A	1.00	260.00	260.00
480-100-011-000	A	1.00	260.00	260.00
480-100-012-000	A	1.00	260.00	260.00
480-100-013-000	A	1.00	260.00	260.00
480-100-014-000	A	1.00	260.00	260.00
480-100-015-000	A	1.00	260.00	260.00
480-100-016-000	A	1.00	260.00	260.00
480-100-017-000	A	1.00	260.00	260.00
480-100-018-000	A	1.00	260.00	260.00
480-100-019-000	A	1.00	260.00	260.00
480-100-020-000	A	1.00	260.00	260.00
480-100-021-000	A	1.00	260.00	260.00
480-100-022-000	A	1.00	260.00	260.00
480-100-023-000	A	1.00	260.00	260.00
480-100-024-000	A	1.00	260.00	260.00
480-100-025-000	A	1.00	260.00	260.00
480-100-026-000	A	1.00	260.00	260.00
480-100-027-000	A	1.00	260.00	260.00
480-100-028-000	A	1.00	260.00	260.00
480-100-029-000	A	1.00	260.00	260.00
480-100-030-000	A	1.00	260.00	260.00

City of Roseville
Northwest Roseville Specific Plan Landscaping and Lighting District
FY 2022/2023 Assessment Roll - Zone A

APN	Zone	EBU	Balloted Maximum Assessment Rate	Balloted Maximum Assessment
480-100-031-000	A	1.00	260.00	260.00
480-100-032-000	A	1.00	260.00	260.00
480-100-033-000	A	1.00	260.00	260.00
480-100-034-000	A	1.00	260.00	260.00
480-100-035-000	A	1.00	260.00	260.00
480-100-036-000	A	1.00	260.00	260.00
480-100-037-000	A	1.00	260.00	260.00
480-100-038-000	A	1.00	260.00	260.00
480-100-039-000	A	1.00	260.00	260.00
480-100-040-000	A	1.00	260.00	260.00
480-100-041-000	A	1.00	260.00	260.00
480-100-042-000	A	1.00	260.00	260.00
480-100-043-000	A	1.00	260.00	260.00
480-100-044-000	A	1.00	260.00	260.00
480-100-045-000	A	1.00	260.00	260.00
480-100-046-000	A	1.00	260.00	260.00
480-100-047-000	A	1.00	260.00	260.00
480-100-048-000	A	1.00	260.00	260.00
480-100-049-000	A	1.00	260.00	260.00
480-100-050-000	A	1.00	260.00	260.00
480-100-051-000	A	1.00	260.00	260.00
480-100-052-000	A	1.00	260.00	260.00
480-100-053-000	A	1.00	260.00	260.00
480-100-054-000	A	1.00	260.00	260.00
480-100-055-000	A	1.00	260.00	260.00
480-100-056-000	A	1.00	260.00	260.00
480-100-057-000	A	1.00	260.00	260.00
480-100-058-000	A	1.00	260.00	260.00
480-100-059-000	A	1.00	260.00	260.00
480-100-060-000	A	1.00	260.00	260.00
480-100-061-000	A	1.00	260.00	260.00
480-100-062-000	A	1.00	260.00	260.00
480-100-063-000	A	1.00	260.00	260.00
480-100-064-000	A	1.00	260.00	260.00
480-100-065-000	A	1.00	260.00	260.00
480-100-066-000	A	1.00	260.00	260.00
480-100-067-000	A	1.00	260.00	260.00
480-100-068-000	A	1.00	260.00	260.00
480-100-069-000	A	1.00	260.00	260.00
480-100-070-000	A	1.00	260.00	260.00
480-100-071-000	A	1.00	260.00	260.00
480-100-072-000	A	1.00	260.00	260.00
480-100-073-000	A	1.00	260.00	260.00
480-100-074-000	A	1.00	260.00	260.00
480-100-075-000	A	1.00	260.00	260.00
480-100-076-000	A	1.00	260.00	260.00
480-100-077-000	A	1.00	260.00	260.00
480-100-078-000	A	1.00	260.00	260.00
480-100-079-000	A	1.00	260.00	260.00
480-110-001-000	A	1.00	260.00	260.00
480-110-002-000	A	1.00	260.00	260.00
480-110-003-000	A	1.00	260.00	260.00
480-110-004-000	A	1.00	260.00	260.00
480-110-005-000	A	1.00	260.00	260.00
480-110-006-000	A	1.00	260.00	260.00

City of Roseville
Northwest Roseville Specific Plan Landscaping and Lighting District
FY 2022/2023 Assessment Roll - Zone A

APN	Zone	EBU	Balloted Maximum Assessment Rate	Balloted Maximum Assessment
480-110-007-000	A	1.00	260.00	260.00
480-110-008-000	A	1.00	260.00	260.00
480-110-009-000	A	1.00	260.00	260.00
480-110-010-000	A	1.00	260.00	260.00
480-110-011-000	A	1.00	260.00	260.00
480-110-012-000	A	1.00	260.00	260.00
480-110-013-000	A	1.00	260.00	260.00
480-110-014-000	A	1.00	260.00	260.00
480-110-015-000	A	1.00	260.00	260.00
480-110-016-000	A	1.00	260.00	260.00
480-110-017-000	A	1.00	260.00	260.00
480-110-018-000	A	1.00	260.00	260.00
480-110-019-000	A	1.00	260.00	260.00
480-110-020-000	A	1.00	260.00	260.00
480-110-021-000	A	1.00	260.00	260.00
480-110-022-000	A	1.00	260.00	260.00
480-110-023-000	A	1.00	260.00	260.00
480-110-024-000	A	1.00	260.00	260.00
480-110-025-000	A	1.00	260.00	260.00
480-110-026-000	A	1.00	260.00	260.00
480-110-027-000	A	1.00	260.00	260.00
480-110-028-000	A	1.00	260.00	260.00
480-110-029-000	A	1.00	260.00	260.00
480-110-030-000	A	1.00	260.00	260.00
480-110-031-000	A	1.00	260.00	260.00
480-110-032-000	A	1.00	260.00	260.00
480-110-033-000	A	1.00	260.00	260.00
480-110-034-000	A	1.00	260.00	260.00
480-110-035-000	A	1.00	260.00	260.00
480-110-036-000	A	1.00	260.00	260.00
480-110-037-000	A	1.00	260.00	260.00
480-110-038-000	A	1.00	260.00	260.00
480-110-039-000	A	1.00	260.00	260.00
480-110-040-000	A	1.00	260.00	260.00
480-110-041-000	A	1.00	260.00	260.00
480-110-042-000	A	1.00	260.00	260.00
480-110-043-000	A	1.00	260.00	260.00
480-110-044-000	A	1.00	260.00	260.00
480-110-045-000	A	1.00	260.00	260.00
480-110-046-000	A	1.00	260.00	260.00
480-110-047-000	A	1.00	260.00	260.00
480-110-048-000	A	1.00	260.00	260.00
480-110-049-000	A	1.00	260.00	260.00
480-110-050-000	A	1.00	260.00	260.00
480-110-051-000	A	1.00	260.00	260.00
480-110-052-000	A	1.00	260.00	260.00
480-110-053-000	A	1.00	260.00	260.00
480-110-054-000	A	1.00	260.00	260.00
480-110-055-000	A	1.00	260.00	260.00
480-110-056-000	A	1.00	260.00	260.00
480-110-057-000	A	1.00	260.00	260.00
480-110-058-000	A	1.00	260.00	260.00
480-110-059-000	A	1.00	260.00	260.00
480-110-060-000	A	1.00	260.00	260.00
480-110-061-000	A	1.00	260.00	260.00

City of Roseville
Northwest Roseville Specific Plan Landscaping and Lighting District
FY 2022/2023 Assessment Roll - Zone A

APN	Zone	EBU	Balloted Maximum Assessment Rate	Balloted Maximum Assessment
480-120-001-000	A	1.00	260.00	260.00
480-120-002-000	A	1.00	260.00	260.00
480-120-003-000	A	1.00	260.00	260.00
480-120-004-000	A	1.00	260.00	260.00
480-120-005-000	A	1.00	260.00	260.00
480-120-006-000	A	1.00	260.00	260.00
480-120-007-000	A	1.00	260.00	260.00
480-120-008-000	A	1.00	260.00	260.00
480-120-009-000	A	1.00	260.00	260.00
480-120-010-000	A	1.00	260.00	260.00
480-120-011-000	A	1.00	260.00	260.00
480-120-012-000	A	1.00	260.00	260.00
480-120-013-000	A	1.00	260.00	260.00
480-120-014-000	A	1.00	260.00	260.00
480-120-015-000	A	1.00	260.00	260.00
480-120-016-000	A	1.00	260.00	260.00
480-120-017-000	A	1.00	260.00	260.00
480-120-018-000	A	1.00	260.00	260.00
480-120-019-000	A	1.00	260.00	260.00
480-120-020-000	A	1.00	260.00	260.00
480-120-021-000	A	1.00	260.00	260.00
480-120-022-000	A	1.00	260.00	260.00
480-120-023-000	A	1.00	260.00	260.00
480-120-024-000	A	1.00	260.00	260.00
480-120-025-000	A	1.00	260.00	260.00
480-120-026-000	A	1.00	260.00	260.00
480-120-027-000	A	1.00	260.00	260.00
480-120-028-000	A	1.00	260.00	260.00
480-120-029-000	A	1.00	260.00	260.00
480-120-030-000	A	1.00	260.00	260.00
480-120-031-000	A	1.00	260.00	260.00
480-120-032-000	A	1.00	260.00	260.00
480-120-033-000	A	1.00	260.00	260.00
480-120-034-000	A	1.00	260.00	260.00
480-120-035-000	A	1.00	260.00	260.00
480-120-036-000	A	1.00	260.00	260.00
480-120-037-000	A	1.00	260.00	260.00
480-130-001-000	A	1.00	260.00	260.00
480-130-002-000	A	1.00	260.00	260.00
480-130-003-000	A	1.00	260.00	260.00
480-130-004-000	A	1.00	260.00	260.00
480-130-005-000	A	1.00	260.00	260.00
480-130-006-000	A	1.00	260.00	260.00
480-130-007-000	A	1.00	260.00	260.00
480-130-008-000	A	1.00	260.00	260.00
480-130-009-000	A	1.00	260.00	260.00
480-130-010-000	A	1.00	260.00	260.00
480-130-011-000	A	1.00	260.00	260.00
480-130-012-000	A	1.00	260.00	260.00
480-130-013-000	A	1.00	260.00	260.00
480-130-014-000	A	1.00	260.00	260.00
480-130-015-000	A	1.00	260.00	260.00
480-130-016-000	A	1.00	260.00	260.00
480-130-017-000	A	1.00	260.00	260.00
480-130-018-000	A	1.00	260.00	260.00

City of Roseville
Northwest Roseville Specific Plan Landscaping and Lighting District
FY 2022/2023 Assessment Roll - Zone A

APN	Zone	EBU	Balloted Maximum Assessment Rate	Balloted Maximum Assessment
480-130-019-000	A	1.00	260.00	260.00
480-130-020-000	A	1.00	260.00	260.00
480-130-021-000	A	1.00	260.00	260.00
480-130-022-000	A	1.00	260.00	260.00
480-130-023-000	A	1.00	260.00	260.00
480-130-024-000	A	1.00	260.00	260.00
480-130-025-000	A	1.00	260.00	260.00
480-130-026-000	A	1.00	260.00	260.00
480-130-027-000	A	1.00	260.00	260.00
480-130-028-000	A	1.00	260.00	260.00
480-130-029-000	A	1.00	260.00	260.00
480-130-030-000	A	1.00	260.00	260.00
480-130-031-000	A	1.00	260.00	260.00
480-130-032-000	A	1.00	260.00	260.00
480-130-033-000	A	1.00	260.00	260.00
480-140-001-000	A	1.00	260.00	260.00
480-140-002-000	A	1.00	260.00	260.00
480-140-003-000	A	1.00	260.00	260.00
480-140-004-000	A	1.00	260.00	260.00
480-140-005-000	A	1.00	260.00	260.00
480-140-006-000	A	1.00	260.00	260.00
480-140-007-000	A	1.00	260.00	260.00
480-140-008-000	A	1.00	260.00	260.00
480-140-009-000	A	1.00	260.00	260.00
480-140-010-000	A	1.00	260.00	260.00
480-140-011-000	A	1.00	260.00	260.00
480-140-012-000	A	1.00	260.00	260.00
480-140-013-000	A	1.00	260.00	260.00
480-140-014-000	A	1.00	260.00	260.00
480-140-015-000	A	1.00	260.00	260.00
480-140-016-000	A	1.00	260.00	260.00
480-140-017-000	A	1.00	260.00	260.00
480-140-018-000	A	1.00	260.00	260.00
480-140-019-000	A	1.00	260.00	260.00
480-140-020-000	A	1.00	260.00	260.00
480-140-021-000	A	1.00	260.00	260.00
480-140-022-000	A	1.00	260.00	260.00
480-140-023-000	A	1.00	260.00	260.00
480-140-024-000	A	1.00	260.00	260.00
480-140-025-000	A	1.00	260.00	260.00
480-140-026-000	A	1.00	260.00	260.00
480-140-027-000	A	1.00	260.00	260.00
480-140-028-000	A	1.00	260.00	260.00
480-140-029-000	A	1.00	260.00	260.00
480-140-030-000	A	1.00	260.00	260.00
480-150-001-000	A	1.00	260.00	260.00
480-150-002-000	A	1.00	260.00	260.00
480-150-003-000	A	1.00	260.00	260.00
480-150-004-000	A	1.00	260.00	260.00
480-150-005-000	A	1.00	260.00	260.00
480-150-006-000	A	1.00	260.00	260.00
480-150-007-000	A	1.00	260.00	260.00
480-150-008-000	A	1.00	260.00	260.00
480-150-009-000	A	1.00	260.00	260.00
480-150-010-000	A	1.00	260.00	260.00

City of Roseville
Northwest Roseville Specific Plan Landscaping and Lighting District
FY 2022/2023 Assessment Roll - Zone A

APN	Zone	EBU	Balloted Maximum Assessment Rate	Balloted Maximum Assessment
480-150-011-000	A	1.00	260.00	260.00
480-150-012-000	A	1.00	260.00	260.00
480-150-013-000	A	1.00	260.00	260.00
480-150-014-000	A	1.00	260.00	260.00
480-150-015-000	A	1.00	260.00	260.00
480-150-016-000	A	1.00	260.00	260.00
480-150-017-000	A	1.00	260.00	260.00
480-150-018-000	A	1.00	260.00	260.00
480-150-019-000	A	1.00	260.00	260.00
480-150-020-000	A	1.00	260.00	260.00
480-150-021-000	A	1.00	260.00	260.00
480-150-022-000	A	1.00	260.00	260.00
480-150-023-000	A	1.00	260.00	260.00
480-150-024-000	A	1.00	260.00	260.00
480-150-025-000	A	1.00	260.00	260.00
480-150-026-000	A	1.00	260.00	260.00
480-150-027-000	A	1.00	260.00	260.00
480-150-028-000	A	1.00	260.00	260.00
480-150-029-000	A	1.00	260.00	260.00
480-150-030-000	A	1.00	260.00	260.00
480-150-031-000	A	1.00	260.00	260.00
480-150-032-000	A	1.00	260.00	260.00
480-150-033-000	A	1.00	260.00	260.00
480-150-034-000	A	1.00	260.00	260.00
480-150-035-000	A	1.00	260.00	260.00
480-150-036-000	A	1.00	260.00	260.00
480-160-001-000	A	1.00	260.00	260.00
480-160-002-000	A	1.00	260.00	260.00
480-160-003-000	A	1.00	260.00	260.00
480-160-004-000	A	1.00	260.00	260.00
480-160-005-000	A	1.00	260.00	260.00
480-160-006-000	A	1.00	260.00	260.00
480-160-007-000	A	1.00	260.00	260.00
480-160-008-000	A	1.00	260.00	260.00
480-160-009-000	A	1.00	260.00	260.00
480-160-010-000	A	1.00	260.00	260.00
480-160-011-000	A	1.00	260.00	260.00
480-160-012-000	A	1.00	260.00	260.00
480-160-013-000	A	1.00	260.00	260.00
480-160-014-000	A	1.00	260.00	260.00
480-160-015-000	A	1.00	260.00	260.00
480-160-016-000	A	1.00	260.00	260.00
480-160-017-000	A	1.00	260.00	260.00
480-160-018-000	A	1.00	260.00	260.00
480-160-019-000	A	1.00	260.00	260.00
480-160-020-000	A	1.00	260.00	260.00
480-160-021-000	A	1.00	260.00	260.00
480-160-022-000	A	1.00	260.00	260.00
480-160-023-000	A	1.00	260.00	260.00
480-160-024-000	A	1.00	260.00	260.00
480-160-025-000	A	1.00	260.00	260.00
480-160-026-000	A	1.00	260.00	260.00
480-160-027-000	A	1.00	260.00	260.00
480-160-028-000	A	1.00	260.00	260.00
480-160-029-000	A	1.00	260.00	260.00

City of Roseville
Northwest Roseville Specific Plan Landscaping and Lighting District
FY 2022/2023 Assessment Roll - Zone A

APN	Zone	EBU	Balloted Maximum Assessment Rate	Balloted Maximum Assessment
480-160-030-000	A	1.00	260.00	260.00
480-160-031-000	A	1.00	260.00	260.00
480-160-032-000	A	1.00	260.00	260.00
480-160-033-000	A	1.00	260.00	260.00
480-160-034-000	A	1.00	260.00	260.00
480-160-035-000	A	1.00	260.00	260.00
480-160-036-000	A	1.00	260.00	260.00
480-160-037-000	A	1.00	260.00	260.00
480-170-001-000	A	1.00	260.00	260.00
480-170-002-000	A	1.00	260.00	260.00
480-170-003-000	A	1.00	260.00	260.00
480-170-004-000	A	1.00	260.00	260.00
480-170-005-000	A	1.00	260.00	260.00
480-170-006-000	A	1.00	260.00	260.00
480-170-007-000	A	1.00	260.00	260.00
480-170-008-000	A	1.00	260.00	260.00
480-170-009-000	A	1.00	260.00	260.00
480-170-010-000	A	1.00	260.00	260.00
480-170-011-000	A	1.00	260.00	260.00
480-170-012-000	A	1.00	260.00	260.00
480-170-013-000	A	1.00	260.00	260.00
480-170-014-000	A	1.00	260.00	260.00
480-170-015-000	A	1.00	260.00	260.00
480-170-016-000	A	1.00	260.00	260.00
480-170-017-000	A	1.00	260.00	260.00
480-170-018-000	A	1.00	260.00	260.00
480-170-019-000	A	1.00	260.00	260.00
480-170-020-000	A	1.00	260.00	260.00
480-170-021-000	A	1.00	260.00	260.00
480-170-022-000	A	1.00	260.00	260.00
480-170-025-000	A	1.00	260.00	260.00
480-170-026-000	A	1.00	260.00	260.00
480-170-027-000	A	1.00	260.00	260.00
480-170-028-000	A	1.00	260.00	260.00
480-170-029-000	A	1.00	260.00	260.00
480-170-030-000	A	1.00	260.00	260.00
480-170-031-000	A	1.00	260.00	260.00
480-170-032-000	A	1.00	260.00	260.00
480-170-033-000	A	1.00	260.00	260.00
480-170-034-000	A	1.00	260.00	260.00
480-170-035-000	A	1.00	260.00	260.00
480-170-036-000	A	1.00	260.00	260.00
480-170-037-000	A	1.00	260.00	260.00
480-170-038-000	A	1.00	260.00	260.00
480-170-039-000	A	1.00	260.00	260.00
480-170-040-000	A	1.00	260.00	260.00
480-170-041-000	A	1.00	260.00	260.00
480-170-042-000	A	1.00	260.00	260.00
480-170-043-000	A	1.00	260.00	260.00
480-170-044-000	A	1.00	260.00	260.00
480-170-045-000	A	1.00	260.00	260.00
480-170-046-000	A	1.00	260.00	260.00
480-170-047-000	A	1.00	260.00	260.00
480-170-048-000	A	1.00	260.00	260.00
480-170-052-000	A	1.00	260.00	260.00

City of Roseville
Northwest Roseville Specific Plan Landscaping and Lighting District
FY 2022/2023 Assessment Roll - Zone A

APN	Zone	EBU	Balloted Maximum Assessment Rate	Balloted Maximum Assessment
480-170-053-000	A	1.00	260.00	260.00
480-180-001-000	A	1.00	260.00	260.00
480-180-002-000	A	1.00	260.00	260.00
480-180-003-000	A	1.00	260.00	260.00
480-180-004-000	A	1.00	260.00	260.00
480-180-005-000	A	1.00	260.00	260.00
480-180-006-000	A	1.00	260.00	260.00
480-180-007-000	A	1.00	260.00	260.00
480-180-008-000	A	1.00	260.00	260.00
480-180-009-000	A	1.00	260.00	260.00
480-180-010-000	A	1.00	260.00	260.00
480-180-011-000	A	1.00	260.00	260.00
480-180-012-000	A	1.00	260.00	260.00
480-180-013-000	A	1.00	260.00	260.00
480-180-014-000	A	1.00	260.00	260.00
480-180-015-000	A	1.00	260.00	260.00
480-180-016-000	A	1.00	260.00	260.00
480-180-017-000	A	1.00	260.00	260.00
480-180-018-000	A	1.00	260.00	260.00
480-180-019-000	A	1.00	260.00	260.00
480-180-020-000	A	1.00	260.00	260.00
480-180-021-000	A	1.00	260.00	260.00
480-180-022-000	A	1.00	260.00	260.00
480-180-023-000	A	1.00	260.00	260.00
480-180-024-000	A	1.00	260.00	260.00
480-180-025-000	A	1.00	260.00	260.00
480-180-026-000	A	1.00	260.00	260.00
480-180-027-000	A	1.00	260.00	260.00
480-180-028-000	A	1.00	260.00	260.00
480-180-029-000	A	1.00	260.00	260.00
480-180-030-000	A	1.00	260.00	260.00
480-190-001-000	A	1.00	260.00	260.00
480-190-002-000	A	1.00	260.00	260.00
480-190-003-000	A	1.00	260.00	260.00
480-190-004-000	A	1.00	260.00	260.00
480-190-005-000	A	1.00	260.00	260.00
480-190-006-000	A	1.00	260.00	260.00
480-190-007-000	A	1.00	260.00	260.00
480-190-008-000	A	1.00	260.00	260.00
480-190-009-000	A	1.00	260.00	260.00
480-190-010-000	A	1.00	260.00	260.00
480-190-011-000	A	1.00	260.00	260.00
480-190-012-000	A	1.00	260.00	260.00
480-190-013-000	A	1.00	260.00	260.00
480-190-014-000	A	1.00	260.00	260.00
480-190-015-000	A	1.00	260.00	260.00
480-190-016-000	A	1.00	260.00	260.00
480-190-019-000	A	1.00	260.00	260.00
480-190-020-000	A	1.00	260.00	260.00
480-190-021-000	A	1.00	260.00	260.00
480-190-022-000	A	1.00	260.00	260.00
480-190-023-000	A	1.00	260.00	260.00
480-190-024-000	A	1.00	260.00	260.00
480-190-025-000	A	1.00	260.00	260.00
480-190-026-000	A	1.00	260.00	260.00

City of Roseville
Northwest Roseville Specific Plan Landscaping and Lighting District
FY 2022/2023 Assessment Roll - Zone A

APN	Zone	EBU	Balloted Maximum Assessment Rate	Balloted Maximum Assessment
480-190-027-000	A	1.00	260.00	260.00
480-190-030-000	A	1.00	260.00	260.00
480-190-031-000	A	1.00	260.00	260.00
Total		**4,713.50**		**$1,225,510.00**

City of Roseville
Northwest Roseville Specific Plan Landscaping and Lighting District
FY 2022/2023 Assessment Roll - Zone B

APN	Zone	EBU	Balloted Maximum Assessment Rate	Balloted Maximum Assessment
015-520-001-000	B	1.00	$260.00	$260.00
015-520-002-000	B	1.00	260.00	260.00
015-520-003-000	B	1.00	260.00	260.00
015-520-004-000	B	1.00	260.00	260.00
015-520-005-000	B	1.00	260.00	260.00
015-520-006-000	B	1.00	260.00	260.00
015-520-007-000	B	1.00	260.00	260.00
015-520-008-000	B	1.00	260.00	260.00
015-520-009-000	B	1.00	260.00	260.00
015-520-010-000	B	1.00	260.00	260.00
015-520-011-000	B	1.00	260.00	260.00
015-520-012-000	B	1.00	260.00	260.00
015-520-013-000	B	1.00	260.00	260.00
015-520-014-000	B	1.00	260.00	260.00
015-520-015-000	B	1.00	260.00	260.00
015-520-016-000	B	1.00	260.00	260.00
015-520-017-000	B	1.00	260.00	260.00
015-520-018-000	B	1.00	260.00	260.00
015-520-019-000	B	1.00	260.00	260.00
015-520-020-000	B	1.00	260.00	260.00
015-520-021-000	B	1.00	260.00	260.00
015-520-022-000	B	1.00	260.00	260.00
015-520-023-000	B	1.00	260.00	260.00
015-520-024-000	B	1.00	260.00	260.00
015-520-025-000	B	1.00	260.00	260.00
015-520-026-000	B	1.00	260.00	260.00
015-520-027-000	B	1.00	260.00	260.00
015-520-028-000	B	1.00	260.00	260.00
015-520-029-000	B	1.00	260.00	260.00
015-520-030-000	B	1.00	260.00	260.00
015-520-031-000	B	1.00	260.00	260.00
015-520-032-000	B	1.00	260.00	260.00
015-520-033-000	B	1.00	260.00	260.00
015-520-034-000	B	1.00	260.00	260.00
015-520-035-000	B	1.00	260.00	260.00
015-520-036-000	B	1.00	260.00	260.00
015-520-037-000	B	1.00	260.00	260.00
015-520-038-000	B	1.00	260.00	260.00
015-520-039-000	B	1.00	260.00	260.00
015-520-040-000	B	1.00	260.00	260.00
015-520-041-000	B	1.00	260.00	260.00
015-520-042-000	B	1.00	260.00	260.00
015-520-043-000	B	1.00	260.00	260.00
015-520-044-000	B	1.00	260.00	260.00
015-520-045-000	B	1.00	260.00	260.00
015-520-046-000	B	1.00	260.00	260.00
015-520-047-000	B	1.00	260.00	260.00
015-520-048-000	B	1.00	260.00	260.00
015-520-049-000	B	1.00	260.00	260.00
015-520-050-000	B	1.00	260.00	260.00
015-520-051-000	B	1.00	260.00	260.00
015-520-052-000	B	1.00	260.00	260.00
015-520-053-000	B	1.00	260.00	260.00

City of Roseville
Northwest Roseville Specific Plan Landscaping and Lighting District
FY 2022/2023 Assessment Roll - Zone B

APN	Zone	EBU	Balloted Maximum Assessment Rate	Balloted Maximum Assessment
015-520-054-000	B	1.00	260.00	260.00
015-520-055-000	B	1.00	260.00	260.00
015-520-056-000	B	1.00	260.00	260.00
015-520-057-000	B	1.00	260.00	260.00
015-520-058-000	B	1.00	260.00	260.00
015-520-059-000	B	1.00	260.00	260.00
015-520-060-000	B	1.00	260.00	260.00
015-520-061-000	B	1.00	260.00	260.00
015-520-062-000	B	1.00	260.00	260.00
015-520-063-000	B	1.00	260.00	260.00
015-520-064-000	B	1.00	260.00	260.00
015-520-065-000	B	1.00	260.00	260.00
015-520-066-000	B	1.00	260.00	260.00
015-520-067-000	B	1.00	260.00	260.00
015-520-068-000	B	1.00	260.00	260.00
015-520-069-000	B	1.00	260.00	260.00
015-520-070-000	B	1.00	260.00	260.00
015-520-071-000	B	1.00	260.00	260.00
015-520-072-000	B	0.00	260.00	0.00
015-520-073-000	B	0.00	260.00	0.00
015-520-074-000	B	0.00	260.00	0.00
015-520-075-000	B	0.00	260.00	0.00
015-520-076-000	B	0.00	260.00	0.00
015-520-077-000	B	0.00	260.00	0.00
473-160-001-000	B	1.00	260.00	260.00
473-160-004-000	B	1.00	260.00	260.00
473-160-005-000	B	1.00	260.00	260.00
473-160-007-000	B	1.00	260.00	260.00
473-160-008-000	B	1.00	260.00	260.00
473-170-001-000	B	1.00	260.00	260.00
473-170-002-000	B	1.00	260.00	260.00
473-170-003-000	B	1.00	260.00	260.00
473-170-004-000	B	1.00	260.00	260.00
473-170-005-000	B	1.00	260.00	260.00
473-170-006-000	B	1.00	260.00	260.00
473-170-007-000	B	1.00	260.00	260.00
473-170-008-000	B	1.00	260.00	260.00
473-170-009-000	B	1.00	260.00	260.00
473-170-010-000	B	1.00	260.00	260.00
473-170-011-000	B	1.00	260.00	260.00
473-170-012-000	B	1.00	260.00	260.00
473-170-013-000	B	1.00	260.00	260.00
473-170-014-000	B	1.00	260.00	260.00
473-170-015-000	B	1.00	260.00	260.00
473-170-016-000	B	1.00	260.00	260.00
473-170-017-000	B	1.00	260.00	260.00
473-170-018-000	B	1.00	260.00	260.00
473-170-019-000	B	1.00	260.00	260.00
473-170-020-000	B	1.00	260.00	260.00
473-170-021-000	B	1.00	260.00	260.00
473-170-022-000	B	1.00	260.00	260.00
473-170-023-000	B	1.00	260.00	260.00
473-170-024-000	B	1.00	260.00	260.00

City of Roseville
Northwest Roseville Specific Plan Landscaping and Lighting District
FY 2022/2023 Assessment Roll - Zone B

APN	Zone	EBU	Balloted Maximum Assessment Rate	Balloted Maximum Assessment
473-170-025-000	B	1.00	260.00	260.00
473-170-026-000	B	1.00	260.00	260.00
473-170-027-000	B	1.00	260.00	260.00
473-170-028-000	B	1.00	260.00	260.00
473-170-029-000	B	1.00	260.00	260.00
473-170-030-000	B	1.00	260.00	260.00
473-170-031-000	B	1.00	260.00	260.00
473-170-032-000	B	1.00	260.00	260.00
473-170-033-000	B	1.00	260.00	260.00
473-170-034-000	B	1.00	260.00	260.00
473-170-035-000	B	1.00	260.00	260.00
473-170-036-000	B	1.00	260.00	260.00
473-170-037-000	B	1.00	260.00	260.00
473-170-038-000	B	1.00	260.00	260.00
473-170-039-000	B	1.00	260.00	260.00
473-170-040-000	B	1.00	260.00	260.00
473-170-041-000	B	1.00	260.00	260.00
473-170-042-000	B	1.00	260.00	260.00
473-170-043-000	B	1.00	260.00	260.00
473-170-044-000	B	1.00	260.00	260.00
473-180-001-000	B	1.00	260.00	260.00
473-180-002-000	B	1.00	260.00	260.00
473-180-003-000	B	1.00	260.00	260.00
473-180-004-000	B	1.00	260.00	260.00
473-180-005-000	B	1.00	260.00	260.00
473-180-006-000	B	1.00	260.00	260.00
473-180-007-000	B	1.00	260.00	260.00
473-180-008-000	B	1.00	260.00	260.00
473-180-009-000	B	1.00	260.00	260.00
473-180-010-000	B	1.00	260.00	260.00
Total		**130.00**		**$33,800.00**

COUNCIL COMMUNICATION

CC #: 1708
File #: 0400-04-17-1

Title:	Community Facilities District No. 3 (Municipal Services) - Annexation No. 26 (Baseline at Sierra Vista) - Annexation of Territory
Contact:	Jeannine Thrash 916-774-5473 jthrash@roseville.ca.us Dennis Kauffman 916-774-5313 dkauffman@roseville.ca.us

Meeting Date: 9/15/2021
Item #: 11.1.

RECOMMENDATION TO COUNCIL

Staff recommends that Council adopt the following resolutions:

- A Resolution of Annexation of Territory to Community Facilities District No. 3 (Municipal Services) Authorizing the Levy of a Special Tax and Submitting Levy of Tax to Qualified Electors
- A Resolution Declaring Results of Special Annexation Election for Community Facilities District No. 3 (Municipal Services), Determining Validity of Prior Proceedings, and Directing Recording of Amended Notice of Special Tax Lien.

BACKGROUND

The landowner is obligated under their Development Agreement by and between the City of Roseville and DF Properties, Inc. relative to the Sierra Vista Specific Plan, to annex into the existing Municipal Services Community Facilities District (CFD) No. 3.

The annexation into CFD No. 3 will incorporate the DF Properties Inc. owned territory as an annexation named Community Facilities District No. 3 (Municipal Services), Annexation 26 (Baseline at Sierra Vista), under the Mello-Roos Community Facilities Act of 1982, as amended. The landowner submitted the required property owner ballots to the City Clerk, agreeing to be annexed into CFD No. 3. The landowner agrees to pay the approved special tax sufficient to pay the costs of the CFD, levied annually among the parcels within the CFD, at the maximum special tax rates identified in the Amended Notice of Special Tax for CFD No. 3.

On August 4, 2021, the City Council adopted Resolution of Intention # 21-342, to Annex Territory to Community Facilities District and Authorize the Levy of Special Taxes Therein, City of Roseville, Community Facilities District No. 3 (Municipal Services), Annexation 26 (Baseline at Sierra Vista), and set September 15, 2021, at 6:00 p.m. as the time and place to conduct a public hearing.

FISCAL IMPACT

The annexation into CFD No. 3 helps offset the property's impact on City General Fund resources available to pay for municipal services and therefore will not negatively impact the General Fund.

ENVIRONMENTAL REVIEW

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

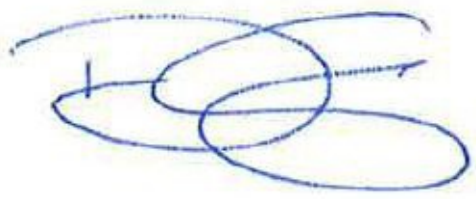
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal A - Remain fiscally responsible in a changing world

Respectfully Submitted,

Jeannine Thrash, Management Analyst

Dennis Kauffman, Assistant City Manager/Chief Financial Officer



_____
Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 21-396

Resolution 21-397

Amended Notice of Special Tax Lien

Notice of Public Hearing

CITY COUNCIL OF THE CITY OF ROSEVILLE

RESOLUTION NO. 21-396

A RESOLUTION OF ANNEXATION OF TERRITORY TO COMMUNITY FACILITIES DISTRICT, AUTHORIZING THE LEVY OF A SPECIAL TAX AND SUBMITTING LEVY OF TAX TO QUALIFIED ELECTORS

CITY OF ROSEVILLE
Community Facilities District No. 3
(Municipal Services)

Annexation No. 26 (Baseline at Sierra Vista)

WHEREAS, the City Council (the "Council") of the City of Roseville (the "City") on August 4, 2021, adopted Resolution No. 21-342, entitled "A Resolution of Intention to Annex Territory to Community Facilities District and to Authorize the Levy of Special Taxes Therein" (the "Resolution of Intention"), stating its intention to annex territory to the City's Community Facilities District No. 3 (Municipal Services) (the "CFD"), pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the "Act");

WHEREAS, a copy of the Resolution of Intention, incorporating a description and map of the proposed boundaries of the territory to be annexed to the CFD and stating the services to be provided and the rate and method of apportionment of the special tax to be levied within the territory to be annexed to the CFD, is on file with the City Clerk and the provisions thereof are fully incorporated herein by this reference as if fully set forth herein;

WHEREAS, said annexation boundary map, labeled Annexation Map No. 26 of Community Facilities District No. 3 (Municipal Services) (Baseline at Sierra Vista), has been recorded with the County Recorder of the County of Placer in Book 4 of Maps of Assessment and Community Facilities Districts, which map shows the territory to be annexed to the CFD;

WHEREAS, on the date hereof, this Council held a noticed public hearing as required by the Act and the Resolution of Intention relative to the proposed annexation of territory to the CFD;

WHEREAS, at said hearing all interested persons desiring to be heard on all matters pertaining to the annexation of territory to the CFD and the levy of said special taxes within the area proposed to be annexed were heard and a full and fair hearing was held; and

WHEREAS, prior to the time fixed for said hearing, written protests had not been filed against the proposed annexation of territory to the CFD by (i) 50% or more of the registered voters, or six registered voters, whichever is more, residing in the existing CFD, or (ii) 50% or more of the registered voters, or six registered voters, whichever is more, residing in the territory proposed to be annexed to the CFD, or (iii) owners of one-half or more of the area of land in the territory proposed to be annexed to the CFD.

NOW, THEREFORE, be it resolved by the City Council of the City of Roseville:

1. All prior proceedings taken by this Council with respect to the CFD and the proposed annexation of territory thereto have been duly considered and are hereby determined

to be valid and in conformity with the Act, and the CFD has been validly established pursuant to the Act.

2. The description and map of the boundaries of the territory to be annexed to CFD, as described in the aforementioned Annexation Map No. 26 on file with the Clerk are hereby finally approved, are incorporated herein by reference, and shall be included within the boundaries of the CFD, and said territory is hereby ordered annexed to the CFD, subject to voter approval of the levy of the special taxes therein as hereinafter provided.

3. The provisions of the Resolution of Intention as heretofore adopted by this Council are by this reference incorporated herein, as if fully set forth herein.

4. Pursuant to the provisions of the Act, the proposition of the levy of the special tax within the territory to be annexed to the CFD shall be submitted to the voters of the area to be annexed to the CFD at an election called therefor as hereinafter provided.

5. This Council hereby finds that fewer than 12 persons have been registered to vote within the territory proposed to be annexed to the CFD for each of the 90 days preceding the close of the hearing heretofore conducted and concluded by this Council for the purposes of these annexation proceedings. Accordingly, and pursuant to Section 53326 of the Act, this Council finds that for purposes of these proceedings the qualified electors are the landowners within the territory proposed to be annexed to the CFD and that the vote shall be by said landowners, each having one vote for each acre or portion thereof such landowner owns in the territory proposed to be annexed to the CFD.

6. Pursuant to Section 53326 of the Act, the election shall be conducted by mail ballot under Section 4000 of the California Elections Code. This Council hereby determines that paragraphs (a), (b), and (c)(1) of said Section 4000 and Section 4108 of the California Elections Code are applicable to this election, provided however, the City has received written waivers from the owner of all the territory to be annexed and the election may be expedited.

7. The Council hereby calls a special election to consider the measure described in the ballot referred to in paragraph 8 below, which election shall be held on September 15, 2021 either virtually (if so noticed by the City) or at the City of Roseville Civic Center Council Chambers located at 311 Vernon Street, Roseville, California 95678.

8. The City Clerk is hereby appointed as the election official to conduct the election and cause to be provided to each landowner(s) in the territory to be annexed to the CFD, a ballot in the form of Exhibit A hereto, which form is hereby approved.

9. The City Clerk shall accept the ballots of the qualified electors received prior to 6:00 p.m. on September 15, 2021, whether received by mail or by personal delivery.

10. This Council hereby further finds that the provision of Section 53326 of the Act requiring a minimum of 90 days to elapse before said election is for the protection of voters, that the voters have waived such requirement and the date for the election hereinabove specified is established accordingly.

11. Under Section 50075.1 of the Government Code, the following accountability provisions shall apply to the special taxes: (a) the provision and/or acquisition of the services and the incidental costs thereof, all as defined in the Resolution of Intention, shall constitute the

specific single purpose; (b) the proceeds shall be applied only to the specific purposes identified in (a) above; (c) there shall be created special account(s) or funds(s) into which the proceeds shall be deposited; and (d) there shall be caused to be prepared an annual audit and report of the CFD.

* * * * * *

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 _____, 20___, 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

CITY OF ROSEVILLE
Community Facilities District No. 3
(Municipal Services)

Annexation No. 26 (Baseline at Sierra Vista)

OFFICIAL BALLOT
SPECIAL TAX ELECTION

This ballot is for the special landowner election to annex property into City of Roseville Community Facilities District No. 3 (Municipal Service). You must return this ballot to the office of the City Clerk of the City of Roseville **no later than the hour of 6:00 p.m. on September 15, 2021, either by mail or in person**. The Clerk's office is located at 311 Vernon Street, Roseville, CA 95678.

To vote, mark a cross (X) on the voting line after the word "YES" or after the word "NO." All marks otherwise made are forbidden. All distinguishing marks are forbidden and make the ballot void. If you wrongly mark, tear, or deface this ballot, return it to the City Clerk and obtain another.

AN "X" OR OTHER MARK WILL CAST ALL VOTES ASSIGNED TO THIS BALLOT, OR THE VOTER MAY WRITE NUMBERS IN THE SPACES PROVIDED.

The amount of money to be raised annually by the special tax levied in the territory to be annexed is $_____for Fiscal Year 2021-22 (and subject to escalation annually), the duration of the special tax is perpetual, and the rate of the special tax shall be determined in accordance with the rate, method of apportionment, and manner of collection of special tax for the CFD.

BALLOT MEASURE: Shall the City of Roseville (the "City"), by and for its Community Facilities District No. 3 (Municipal Services) (the "CFD"), be authorized to levy special taxes within the territory annexed to the CFD pursuant to and as described in "A Resolution of Annexation of Territory to Community Facilities District, Authorizing the Levy of a Special Tax and Submitting Levy of Tax to Qualified Electors," adopted by the City Council of the City on September 15, 2021?	**YES:**_____ **NO:**_____

By execution in the space provided below, you also indicate your waiver of (i) the time limit pertaining to the conduct of the election, (ii) any requirement for analysis and arguments with respect to the ballot measure, and (iii) any irregularity in the proceedings that may be claimed as a result of the this vote or the application of such waivers.

Number of Acres:_____

Number of Votes: _____

Property Owner:

_____

By:_____

_____

CITY COUNCIL OF THE CITY OF ROSEVILLE

RESOLUTION NO. 21-397

A RESOLUTION DECLARING RESULTS OF SPECIAL ANNEXATION ELECTION, DETERMINING VALIDITY OF PRIOR PROCEEDINGS, AND DIRECTING RECORDING OF AMENDED NOTICE OF SPECIAL TAX LIEN

CITY OF ROSEVILLE
Community Facilities District No. 3
(Municipal Services)

Annexation No. 26 (Baseline at Sierra Vista)

WHEREAS, in proceedings heretofore conducted by the City Council (the "Council") of the City of Roseville (the "City") pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the "Act"), this Council has heretofore adopted a resolution calling a special election of the qualified landowner electors in the territory of land proposed to be annexed to Community Facilities District No. 3 (Municipal Services) (the "CFD");

WHEREAS, pursuant to the terms of the resolution which is hereby incorporated herein by this reference, the special election has been held and the City Clerk has filed a Canvass of Votes Cast in Special Election, a copy of which is attached hereto as Exhibit A; and

WHEREAS, this Council has reviewed the Canvass and hereby approves it;

NOW, THEREFORE, be it resolved by the City Council of the City of Roseville:

1. The issue presented at the special election was the levy of a special tax within the territory annexed to the CFD, to be levied in accordance with the formula heretofore approved by this Council on September 15, 2021, entitled, "A Resolution of Annexation of Territory to Community Facilities District, Authorizing the Levy of a Special Tax and Submitting Levy of Tax to Qualified Electors."

2. Pursuant to the Canvass on file with the City Clerk, the issue presented at the special election was approved by the landowners of the territory annexed to the CFD by more than two-thirds of the landowners voting at the special election.

3. Pursuant to the voter approval, said annexed territory to the CFD is hereby declared to be fully annexed to and part of the CFD and this Council may levy special taxes therein as heretofore provided in these proceedings.

4. It is hereby found that all prior proceedings and actions taken by this Council pursuant to the CFD and the territory annexed thereto were valid and in conformity with the Act.

5. Within 15 days of the date hereof, the City Clerk shall execute and cause to be recorded in the office of the County Recorder of the County of Placer, an amendment to the Notice of Special Tax Lien as required by Section 3117.5 of the California Streets and Highways Code.

* * * * * *

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 _____, 20___, 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

CANVASS AND STATEMENT OF RESULT OF ELECTION

CITY OF ROSEVILLE
Community Facilities District No. 3
(Municipal Services)

Annexation No. 26 (Baseline at Sierra Vista)

I hereby certify that on this date, I canvassed the returns of the election held on September 15, 2021, in the territory annexed to City of Roseville Community Facilities District No. 3 (Municipal Services), which election is designated as the Special Tax Annexation Election, and the total number of ballots cast in the territory to be annexed and the total number of votes cast for and against the measure are as follows and the totals as shown for and against the measure are full, true and correct:

	Qualified Landowner Votes	Votes Cast	YES	NO
City of Roseville Community Facilities District No. 3 (Municipal Services) Annexation No. 26 (Baseline at Sierra Vista) Special Tax Annexation Election, September 15, 2021	_____	_____	_____	_____

BALLOT MEASURE: Shall the City of Roseville (the "City"), by and for its Community Facilities District No. 3 (Municipal Services) (the "CFD"), be authorized to levy special taxes within the territory annexed to the CFD pursuant to and as described in "A Resolution of Annexation of Territory to Community Facilities District, Authorizing the Levy of a Special Tax and Submitting Levy of Tax to Qualified Electors," adopted by the City Council of the City on September 15, 2021?	**YES:**____ **NO:**_____

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND on September 15, 2021.

By: _____
City Clerk
City of Roseville

RECORDING REQUESTED BY AND
AFTER RECORDATION PLEASE RETURN TO:

City Clerk Department
City of Roseville
311 Vernon Street
Roseville, CA 95678
Telephone: (916) 774-5263

SPACE ABOVE THIS LINE FOR RECORDER'S USE

AMENDMENT TO NOTICE OF SPECIAL TAX LIEN

CITY OF ROSEVILLE
COMMUNITY FACILITIES DISTRICT NO. 3 (MUNICIPAL SERVICES)
COUNTY OF PLACER, STATE OF CALIFORNIA

Annexation No. 26 (Baseline at Sierra Vista)

Pursuant to the requirements of Section 3117.5 of the Streets and Highways Code of California and the Mello-Roos Community Facilities Act of 1982, as amended, section 53311, et. seq., of the California Government Code (the "Act"), the undersigned City Clerk of the City of Roseville (the "City"), County of Placer, State of California, hereby gives notice that a lien to secure payment of a special tax which the City is authorized to levy for Community Facilities District No. 3 (Municipal Services) (the "CFD"), County of Placer, State of California, is hereby imposed on the property described herein. The special tax secured by this lien is authorized to be levied for the purpose of paying the costs of public services in and according to the rate and method of apportionment set forth in that certain Notice of Special Tax Lien heretofore recorded in the Office of the County Recorder of the County of Placer, State of California on October 22, 2004, as Document No. 2004-0140669, to which recorded Notice of Special Tax Lien and amendment thereto reference is hereby made and the provisions of which are hereby incorporated by this reference.

This Amended Notice of Special Tax Lien amends the Notice of Special Tax Lien to add to the territory of Community Facilities District No. 3 (Municipal Services) of the City Roseville the lands set forth in that certain "Annexation Map No. 26" to Community Facilities District No. 3 (Municipal Services), County of Placer, State of California," heretofore recorded on August 12, 2021 at Book 4 Maps of Assessment and Community Facilities Districts at Page 30 in the office of the County Recorder of the County of Placer, State of California.

Pursuant to the requirements of Section 3114.5 of the Streets and Highways Code and Section 53324 of the Government Code, the undersigned, City Clerk of the City of Roseville, hereby gives notice that a lien to secure payment of a special tax which the City Council of the City of Roseville, County of Placer, State of California is authorized to levy is hereby imposed. The special tax secured by this lien is authorized to be levied for the purpose of paying for public services as described in **Exhibit A** attached hereto, and the incidental expenses related thereto.

The assessor's tax parcel(s) numbers of all parcels or any portion thereof which have been annexed to Community Facilities District No. 3 (Municipal Services), as shown in the Annexation Map referred to above, are thus included in this Amended Notice of Special Tax Lien, together with the name(s) of the

owner(s) thereof, as they appear on the latest secured assessment roll as of the date of recording hereof or as are otherwise known to the City are as set forth in **Exhibit C** attached hereto and hereby made a part hereof.

The special tax is authorized to be levied against the parcel(s) described in **Exhibit C** attached hereto, which parcel(s) has been annexed into Community Facilities District No. 3 (Municipal Services), City of Roseville, County of Placer, State of California, which has been officially formed and the lien of the special tax is a continuing lien which shall secure each annual levy of the special tax and which shall continue in force and effect unless the special tax obligation is canceled in accordance with law or the special tax ceases to be levied and a notice of cessation of special tax is recorded in accordance with Section 53330.5 of the Government Code.

The amended rate, method of apportionment and the manner of collection of the authorized special tax is shown on **Exhibit B** attached hereto. The rate, method of apportionment, and the manner of collection of the authorized special tax does not contain conditions under which the obligation to pay the special tax may be prepaid and permanently satisfied.

Notice is further given that upon the recording of this notice in the office of the county recorder, the obligation to pay the special tax levy shall become a lien upon all nonexempt real property within the Community Facilities District No. 3 (Municipal Services), City of Roseville, in accordance with Section 3115.5 of the Streets and Highways Code.

For further information concerning the current and estimated future tax liability of owners or purchasers of real property subject to this special tax lien, interested persons should contact the City Administrator of the City of Roseville, 311 Vernon Street, Roseville, CA 95678, telephone number (916) 774-5319.

Dated: As of _____, 2021

By: _____
City Clerk
City of Roseville

EXHIBIT A – List of Authorized Services
EXHIBIT B – Amended Rate and Method of Apportionment
EXHIBIT C – Property Owner(s) and Parcel Number(s)

EXHIBIT A

CITY OF ROSEVILLE
COMMUNITY FACILITIES DISTRICT NO. 3
(MUNICIPAL SERVICES)

LIST OF AUTHORIZED SERVICES

The Community Facilities District No. 3 (Municipal Services) (the "CFD") shall include the City services authorized under Section 53313 of the Community Facilities Act of 1982, Chapter 2.5 of Division 2 of Title 5 of the California Government Code, commencing with Section 53311 (the "Act"), which include the following services, to the extent that such services are in addition to those provided in the territory of the CFD before the CFD was created (or, as to territory which may be annexed to the CFD, before such territory was annexed to the CFD.) In accordance with Section 53313 of the Act, the additional services may not supplant services already available within the territory when the district was created.

(a) Police protection services, including, but not limited to, criminal justice services. However, criminal justice services are limited to providing services for jails, detention facilities, and juvenile halls.
(b) Fire protection and suppression services, and ambulance and paramedic services.
(c) Recreation program services, library services, maintenance services for elementary and secondary school sites and structures, and the operation and maintenance of museums and cultural facilities, subject to the limitations contained in Section 53313 of the Act.
(d) Maintenance of parks, parkways, and open space.
(e) Flood and storm protection services, including, but not limited to, the operation and maintenance of storm drainage systems, and sandstorm protection systems.
(f) Services with respect to removal or remedial action for the cleanup of any hazardous substance released or threatened to be released into the environment, subject to the limitations contained in Section 53313 of the Act.

EXHIBIT B

CITY OF ROSEVILLE
COMMUNITY FACILITIES DISTRICT NO. 3
(MUNICIPAL SERVICES)

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

A Special Tax applicable to each Assessor's Parcel in Community Facilities District No. 3 (Municipal Services) [herein "CFD No. 3"] shall be levied and collected according to the tax liability determined by the City Council, acting in its capacity as the legislative body of CFD No. 3, through the application of the appropriate Special Tax rate, as described below. All of the property in CFD No. 3, unless exempted by law or by the provisions of Section E below, shall be taxed for the purposes, to the extent, and in the manner herein provided.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Acreage" or **"Acre"** means the land area making up 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 subdivision map or other parcel map recorded at the County Recorder's Office.

"Administrative Expenses" means the costs incurred by the City to determine, levy and collect the Special Tax, including salaries of City employees and fees of consultants and the costs of collecting installments of the Special Taxes upon the general tax rolls; preparation of required reports, and any other costs required to administer the CFD as determined by the Finance Director.

"Administrator" means the person or firm designated by the City to administer the Special Taxes according to this Rate and Method of Apportionment of Special Tax.

"Affordable Housing Director" means, at any point in time, the person within the City who services as head of the department that is in charge of the City's affordable housing program.

"Affordable Unit" means a Unit built on a Parcel for which an Affordable Purchase Development Agreement or similar agreement has been recorded on title of the property designating the Unit as affordable (as determined by the City) and resulting in a deed of trust on the Parcel in favor of the City. The City's Affordable Housing Director 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. The Affordable Unit Listing shall also 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 Special Tax for Parcels pursuant to Section C.

"Affordable Unit Assignment" means a reduction in the Maximum Special Tax for a Parcel due to the assignment of an Affordable Unit(s) to the Parcel.

"Annual Tax Escalation Factor" means an annual increase in the Maximum Special Tax following the Base Year in an amount equal to the lesser of: (i) the combined percentage increase, if any, in the City of Roseville General Fund Operating Budget for police and fire services, or (ii) four percent (4%).

"Assessor's Parcel" or **"Parcel"** means a lot or parcel shown in an Assessor's Parcel Map with an assigned Assessor's Parcel number.

"Assessor's Parcel Map" means an official map of the County Assessor designating parcels by Assessor's Parcel number.

"Authorized Services" means the public services authorized to be funded by CFD No. 3 as set forth in the documents adopted by the City Council when the CFD was formed.

"Base Year" means Fiscal Year 2010-11.

"City" means the City of Roseville.

"City Council" means the City Council of the City of Roseville, acting as the legislative body of CFD No. 3.

"County" means the County of Placer.

"Developed Property" means, in any Fiscal Year, both of the following:

- For Condominium Conversion Parcels, all individual Units for which an escrow has closed prior to June 30 of the preceding Fiscal Year; and
- All other Parcels of Taxable Property within the CFD for which a use permit or building permit for new construction of a residential or non-residential structure was issued prior to June 30 of the preceding Fiscal Year.

"**Finance Director**" means the Finance Director for the City of Roseville or his or her designee or successor.

"**Fiscal Year**" means the period starting on July 1 and ending on the following June 30.

"Land Use Designation" means the land use designated to be built on a particular Parcel based on reference to an adopted community plan or specific plan or, to the extent that such a plan has not been approved for a Parcel, to the City's general plan.

"Market Rate Unit" means a Unit that is not an Affordable Unit.

"Multi-Family Property" means, in any Fiscal Year, all Parcels in CFD No. 3 for which a building permit was issued or may be issued for construction of a residential structure with multiple units that share common walls, all of which are offered for rent to the general public.

"Maximum Special Tax" means the maximum Special Tax determined in accordance with Section C below that can be levied on Taxable Property in any Fiscal Year.

"Public Property" means any property within the boundaries of CFD No. 3 that is owned by the federal government, State of California, County, City, or other public agency.

"Single Family Attached Property" means, in any Fiscal Year, all Parcels in CFD No. 3 for which a building permit was issued for construction of a residential structure consisting of two or more Units that share common walls and are offered as for-sale Units, including such residential structures that meet the statutory definition of a condominium contained in Civil Code Section 1351.

"Single Family Detached Property" means, in any Fiscal Year, all Parcels in CFD No. 3 for which a building permit was issued for construction of a Unit that does not share a common wall with another Unit.

"Special Tax" means any tax levied to pay for Authorized Services.

"Taxable Property" means all Assessor's Parcels within the boundaries of CFD No. 3 which are not exempt from the Special Tax pursuant to law or Section E below.

"Unit" means an individual single-family detached unit or an individual residential unit within a duplex, triplex, fourplex, townhome, condominium, or apartment structure.

"Zoning Designation" means, for a particular Parcel, the designation of zoning for the Parcel based on the zoning map symbols set forth in the City's zoning ordinance or, if the designation is inconsistent with the City's zoning ordinance, as determined by the Administrator.

B. CATEGORIZING PARCELS FOR ANNUAL TAX LEVY

Each Fiscal Year, the Administrator shall identify the current Assessor's Parcel numbers for all Parcels of Developed Property within CFD No. 3. The Administrator shall then identify the Land Use Designation for each Parcel of Developed Property to determine the appropriate Maximum Special Tax pursuant to Section C below. If a Land Use Designation has not been assigned to a Parcel of Developed Property, the Administrator shall determine the Zoning Designation for the Parcel and reference Table 1 below to determine the Maximum Special Tax associated with that Zoning Designation. If the Zoning Designation for the Parcel applies to more than one Land Use Designation as reflected in Table 1, the Administrator shall determine the appropriate Maximum

Special Tax rate for the Parcel by identifying the Maximum Special Tax shown in Table 1 for the land use category that is most similar to the land use that will be built on the Parcel.

For Single Family Attached Property or multi-family property, the number of Units shall be determined by referencing the condominium plan, apartment plan, site plan or other development plan for the property. For Condominium Parcels, the Administrator shall also determine the date of which escrow closed for any Units that were sold to individual buyers in the prior Fiscal Year.

For Parcels with a Land Use Designation of Residential, Mixed Use; Village Center – Medium Density Residential; Village Center – High Density Residential; or Commercial, Mixed Use, the Administrator shall determine whether (i) residential units that have been or will be built on the Parcel will be offered for sale to individual home buyers and (ii) a separate Assessor's Parcel number will be assigned to the airspace parcel associated with each residential unit. Once separate Parcel numbers have been assigned to the residential airspace Parcels, the Administrator shall assign a Maximum Special Tax to the airspace Parcel for each residential unit. In addition, the Administrator shall tax the commercial land uses on the Parcel using the Maximum Special Tax for the appropriate commercial Land Use Designation in Table 1 below. The acreage to be used to calculate the Maximum Special Tax on the commercial uses shall be the full land area of the underlying Assessor's Parcel on which the residential and commercial land uses are located.

Upon recordation of each Final Map creating Single Family Detached Property and/or Single Family Attached Property, the ECS Director is to determine the number of Affordable Units included within the Final Map. When building permits are issued for the Affordable Units designated on each Parcel, the Administrator shall reduce the Maximum Special Tax for each Affordable Unit to fifty percent (50%) of the Maximum Special Tax that applies to the Market Rate Units with the same Zoning Designation. After May 1 of each Fiscal Year, the Administrator shall obtain the Affordable Unit Listing from the Affordable Housing Director to confirm which Parcels qualify for an Affordable Unit Adjustment in the following Fiscal Year.

C. MAXIMUM SPECIAL TAX

All Taxable Property within the CFD shall be subject to a Maximum Special Tax that will be levied each Fiscal Year to pay for Authorized Services. As discussed above, the Administrator shall rely first on the Land Use Designation for a Parcel to determine the appropriate Maximum Special Tax in Table 1 below but, in the absence of an assigned Land Use Designation, the Administrator shall refer to the Zoning Designation and land use to be built on the Parcel. The following Maximum Special Tax rates apply to all Parcels of Developed Property within CFD No. 3:

Table 1 Maximum Special Taxes		
Land Use Designation	**Zoning Designation**	**Maximum Special Tax (Fiscal Year 2010-11) ***
Low Density Residential (LDR)	R1	$355.68 per Unit
Medium Density Residential (MDR)	RS R2	$208.00 per Unit
High Density Residential (HDR)	R3	$104.00 per Unit
Community Commercial	CC	$969.28 per Acre
General Commercial	GC	$969.28 per Acre
Highway Commercial	HC	$969.28 per Acre
Regional Commercial	RC	$969.28 per Acre
Central Business District	CBD	$969.28 per Acre
Business Professional	BP, MP	$833.04 per Acre

* Beginning July 1, 2011 and each July 1 thereafter, the Maximum Special Taxes shown above shall be adjusted by applying the Annual Tax Escalation Factor. The Maximum Special Tax for Affordable Units within a particular Zoning Designation shall be fifty percent (50%) of the amount shown above for that Zoning Designation, as adjusted by the Annual Tax Escalation Factor.

D. METHOD OF LEVY AND COLLECTION OF SPECIAL TAX

Each Fiscal Year, the Administrator shall levy the Maximum Special Tax on each Parcel of Developed Property in CFD No. 3. The Special Tax for CFD No. 3 shall be collected in the same manner and at the same time as ordinary ad valorem property taxes provided, however, that CFD No. 3 may (under the authority of Government Code Section 53340) in any particular case bill the taxes directly to the property owner off the County tax roll, and the Special Tax will be equally subject to foreclosure if delinquent.

E. LIMITATIONS

Notwithstanding any other provision of this Rate and Method of Apportionment of Special Tax, no Special Tax shall be levied on Public Property.

F. INTERPRETATION OF SPECIAL TAX FORMULA

The City reserves the right to make minor administrative and technical changes to this document that does not materially affect the rate and method of apportioning the Special Taxes. In addition, the interpretation and application of any section of this document shall be left to the City's discretion. Interpretations may be made by the City by ordinance or resolution for purposes of clarifying any vagueness or ambiguity in this Rate and Method of Apportionment of Special Tax.

EXHIBIT C

CITY OF ROSEVILLE
COMMUNITY FACILITIES DISTRICT NO. 3
(MUNICIPAL SERVICES)

Annexation No. 26 (Baseline at Sierra Vista)

Property Owner(s) and Assessor Parcel Number(s)

Assessor's Parcel No.	Name of Property Owner
498-010-076-000 498-010-077-000 498-010-078-000 498-010-079-000 498-010-080-000 498-010-081-000 498-010-082-000 498-010-083-000 498-010-085-000	DF Properties, Inc. A California Corporation

NOTICE OF PUBLIC HEARING

CITY OF ROSEVILLE
Community Facilities District No. 3
(Municipal Services)

Annexation No. 26 (Baseline at Sierra Vista)

Notice is hereby given by the City of Roseville (the "City") with respect to its Community Facilities District No. 3 (Municipal Services) (the "CFD") that on August 4, 2021, the City Council of the City, as the legislative body for the CFD, adopted its Resolution No. 21-342, "A Resolution of Intention to Annex Territory to Community Facilities District and to Authorize the Levy of Special Taxes Therein" (the "Resolution of Intention"). Reference is hereby made to the Resolution of Intention, on file with the City Clerk of the City for further particulars. The following is a summary of the provisions of the Resolution of Intention.

Pursuant to the Resolution of Intention, the Council determined that the public convenience and necessity require that certain territory, as more particularly described in the Resolution of Intention, be annexed to the existing CFD, all as provided in the Mello-Roos Community Facilities Act of 1982, as amended (Sections 53311 et seq., California Government Code (the "Act'). The Resolution of Intention provides that the special taxes heretofore caused to be levied in the CFD for financing the services provided through the CFD shall be levied in the territory proposed to be annexed, subject to public hearing and landowner election proceedings as specified in the Act.

Notice is further given that Wednesday, September 15, 2021 at 6:00 p.m. or as soon as possible thereafter, either virtually (if so noticed by the City) or 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 Council of the City as the legislative body for the CFD, will conduct a public hearing on the annexation of the territory described in the Resolution of Intention to the CFD and finally consider and determine whether the public convenience and necessity require the annexation of said territory to the CFD and the levy of special taxes therein.

Notice is further given that at the hearing, the testimony of all interested persons for and against the annexation of said territory to the CFD or the levying of special taxes within the territory proposed to be annexed will be heard.

Dated: _____, 2021

/s/ Sonia Orozco
Sonia Orozco, City Clerk
City of Roseville

COUNCIL COMMUNICATION

CC #: 1710
File #: 0113-02 & 0709

Title:	Community Development Block Grant 2020 Consolidated Annual Performance and Evaluation Report
Contact:	Kristine Faelz 916-774-5451 kpfaelz@roseville.ca.us

Meeting Date: 9/15/2021
Item #: 11.2.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council:
1. Receive public comment on the City of Roseville 2020 Consolidated Annual Performance and Evaluation Report (CAPER);
2. Adopt a resolution approving the 2020 Program Year CAPER, and authorize the City Manager to execute necessary documents and certifications on behalf of the City of Roseville for submittal to the U.S. Department of Housing & Urban Development.

BACKGROUND

As an entitlement jurisdiction for Community Development Block Grant (CDBG) funds, the City is required to annually review and report on the progress it has made in carrying out its Annual Action Plan and progress toward the goals identified in the 2020–2025 Consolidated Plan/Five-Year Strategic Plan.

Over the last year, the Housing Division has assisted 1,895 low-income persons, and 4 low-income households through the use of CDBG and other housing and community development funds. During fiscal year 2020-21, $2,075,491 from federal, state, and local funding sources was spent for public services, housing rehabilitation, affordable housing, and homeless shelter and prevention services.

In this same time period, the Housing Authority's Housing Choice Voucher Program (federal rental assistance program) assisted 683 households with $5.5 million in rental subsidies.

During this Program Year 2020, HUD-allocated CDBG funds have benefited lower-income households in Roseville through housing rehabilitation, public services, and homeless shelter and prevention services. These funds also provide funding for Housing Division administrative expenses to manage these programs. The City also received two allocations of CDBG-CV funding, which is funding specifically to be used to prevent, prepare for and respond to COVID-19. The Consolidated Annual Performance and Evaluation Report (CAPER) is a requirement of CDBG funding and must be submitted to HUD within 90 days after completion of the CDBG

program year, which is September 30, 2021.

This table below lists the individual activities funded by CDBG exclusively, including the amount expended and number of households assisted during Program Year 2020 (Fiscal Year 2020-21)

ACTIVITY	Fiscal Year Expenditures	Persons/ Households Assisted
The Lazarus Project - Grove Street home rehabilitation project	179,424.00	1
Housing Rehabilitation Program	94,141.74	3
Subtotal Housing	**273,565.74**	**4**
VOA Home Start Community Kitchen Addition	81,879.95	12
The Gathering Inn Bathroom remodel	409,910.00	245
AMI Housing - Solar project	86,645.00	12
Main Street Plaza Apts - Labor compliance monitoring consultant	41,104.39	63
Subtotal Public Facilities	**619,539.34**	**332**
Project Sentinel - Fair Housing Services	1,887.65	1
AMI Housing - Housing Supportive Services	15,000.00	15
Kids First - Family Mental Wellness	14,263.75	17
Seniors First - Meals on Wheels	15,000.00	279
Saint Vincent de Paul Society - BAGS Food Home Delivery Program	15,000.00	290
Stand Up Placer, Inc. - Roseville Victims Services Programs	14,946.17	517
The Gathering Inn - Emergency Overnight Homeless Shelter	15,000.00	202
The Gathering Inn - Mental Health Clinician	15,000.00	86
Subtotal Public Services (15% cap)	**106,097.57**	**1,407**
Small Business Loan Program	216,570.00	*(see CV table)*
Subtotal Small Business Loans	**216,570.00**	
Program Administration	141,520.10	
= 17% of annual award and program income		
Subtotal Administration (20% cap)	**141,520.10**	
GRAND TOTAL	**$ 1,357,292.75**	**1,743**
	-	-
Balance of Prior Year Awards	555,296.00	
2020-21 Annual Award	709,454.00	
2020-21 Program Income Received	125,288.00	

This table lists the activities funded by the CDBG-CV allocations which have expended funds during Fiscal Year 2020-21.

ACTIVITY	Fiscal Year Expenditures	Persons/ Households Assisted
CV1 - The Gathering Inn Shelter-in-Place Program	31,632.19	41
CV1 - Small Business Loan Program	273,930.00	9
CV3 - Placer County Project Roomkey	24,000.00	102
Subtotal CV Programs	**329,562.19**	**152**
CV1 - Admin	13,389.08	
CV3 - Admin	2,727.91	
Subtotal Administration	**16,116.99**	
GRAND TOTAL	**$345,679.18**	**152**
2020-21 CDBG-CV1 and CV3 Awards	1,213,133.00	

The full CAPER document is provided with this report (see Attachment 1), and includes the following:

- progress information towards completion of the City's Five-Year Strategic Plan goals;
- a description of the resources made available toward goals;
- information regarding the investment of available resources;
- an overview of the geographic distribution and location of investments;
- a tally of the number of households and persons assisted;
- a list of actions taken to Affirmatively Further Fair Housing;
- an evaluation of the City's progress in meeting affordable housing objectives;
- a description of the activities undertaken with CDBG funds; and
- a summary of progress on other actions indicated in the Five-Year Strategic Plan and Annual Action Plan.

The CAPER was available for public review during a 15-day public comment period that began on Tuesday, August 31, 2021, and ends at the conclusion of this public hearing on September 15, 2021, prior to the submission deadline of September 30, 2021.

Any public comments received will be included in the CAPER, with City responses, prior to its submittal to HUD for review. To date, no comments have been received.

FISCAL IMPACT

The CDBG funding is provided as a federal grant to the City. These grants are used to offset potential costs to the General Fund and to serve the community. This item does not impact the City's General Fund.

ENVIRONMENTAL REVIEW

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

§15060(c)(3) and §15378. The approval of the 2020 CDBG CAPER meets the above criteria and is not subject to CEQA. No additional environmental review is required.

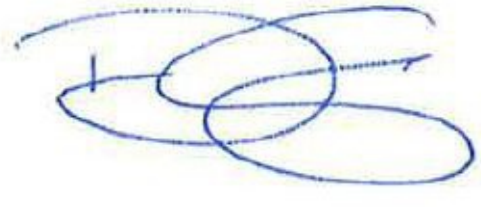
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal C - Maintain a safe and healthy community

Respectfully Submitted,

Kristine Faelz, Housing Analyst

Ryan DeVore, Assistant City Manager



_____

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 21-399

Draft 2020 CAPER

RESOLUTION NO. 21-399

APPROVING THE 2020 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER) AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO SUBMIT THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) 2020 CAPER TO THE U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT (HUD)

WHEREAS, the 2020 Consolidated Annual Performance and Evaluation Report (CAPER) has been prepared; and

WHEREAS, a 15 day review and comment period was provided; and

WHEREAS, a public hearing was held September 15, 2021 at which time the City Council received further public comment on the City's progress in carrying out its strategic plan and action plan;

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that the 2020 Consolidated Annual Performance and Evaluation Report is hereby approved;

BE IT FURTHER RESOLVED that the City Manager or his designee is authorized to submit the Community Development Block Grant 2020 Consolidated Annual Performance and Evaluation Report to the U.S. Department of Housing & Urban Development.

PASSED AND ADOPTED by the Council of the City of Roseville this_____day of _____2021, by the following vote on roll call:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
MAYOR

ATTEST:

_____
CITY CLERK

DRAFT 2020 CAPER

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

The 2020 Consolidated Annual Performance and Evaluation Report (CAPER) constitutes the reporting period from July 1, 2020 to June 30, 2021, the first year of the five-year 2020-2025 Consolidated Planning period. The City of Roseville received an entitlement allocation of $709,454 in Community Development Block Grant (CDBG) funds for the 2020 Program Year (PY). The City also received $125,288 in program income, carried over $168,427 in prior year committed funds, and $386,869 in uncommitted funds, for a total program budget of $1,390,038. The City expended $1,357,293 leaving a balance of $32,745.

Over the last year, the Housing Division has assisted 1,739 low income persons, and 4 low income households through the use of CDBG and other housing and community development funds. During fiscal year 2020-2021, $2,075,491.36 from federal, state, and local funding sources was spent for blight removal, housing rehabilitation, public facilities, public services, affordable housing, and homeless shelter and prevention services.

Also in the last year, the Housing Authority's Housing Choice Voucher Program (federal rental assistance program) assisted 683 households with $5.5 million in rental subsidies. This includes regular, NED, VASH, Mainstream, and Project-Based vouchers.

CDBG has benefitted lower income households in Roseville through blight removal, housing rehabilitation, public facilities, parks, public services, and homeless shelter and prevention services. These funds also provide funding for Housing Division administrative expenses to manage these programs.

The City uses other Federal, State and local resources (when available), including Housing Choice Voucher Rental Assistance Contracts, State-administered HOME funds, and local developer contributions to address housing and community development priority needs identified in the Consolidated Plan.

The CAPER identifies the programs and activities the City undertook during the 2020 PY to meet underserved needs identified in the Consolidated Plan. In addition, the CAPER discusses the actions the City took to address: lead-based paint hazards; barriers to affordable housing; the needs of households at or below the poverty level; and access to fair housing information.

CDBG-CV:

On March 27, 2020 the Coronavirus Aid, Relief and Economic Security Act (CARES Act) was enacted to provide emergency assistance and health care response for individuals, families, and businesses affected by the COVID-19 pandemic. On April 2, 2020, HUD announced that the City would receive $417,412 of CARES Act CDBG funds, known as CDBG-CV1; on September 11, 2020, the City received notification that it would receive $795,721 of Round 3 of the CARES Act CDBG funds (CDBG-CV3). These funds must be used to prevent, prepare for and respond to COVID-19. The majority of the projects funded with CV funding are still underway; as such, these projects will be reported on in a subsequent CAPER when funds have been utilized and accomplishments are able to be reported upon. Furthermore, the CV grant award has not been fully allocated as the City is waiting to see what additional COVID needs appear over the next several months.

Programs implemented with Round 1 of CV funding included the Small Business Loan program and The Gathering Inn Shelter-in-Place program. The Small Business Loan program has additional funding available and is currently ongoing. Most loans have been extended through October 2021 and therefore will be reported on in 2021 CAPER. Other programs awarded with CV funds that have been implemented all have a tieback to preventing, preparing for and responding to coronavirus. The activities that have just begun and are now underway include: a program run by a local nonprofit providing funding for rent and back rent; after-school care for homeless students; funding assistance for Project Roomkey; and fair housing services.

Upon contacting local nonprofits regarding community needs due to COVID-19, it was expressed that funds to pay back rent and help stave off evictions were of utmost importance. The emergency rental assistance program will provide funding for rent and back rent and thus will prevent homelessness and provide these families with stability.

The CARES Act requires that the City consult with local health authorities when determining how funds are invested. City staff had several conversations with the Placer County Department of Health and Human Services regarding unmet needs due to COVID-19. Project Roomkey currently houses approximately 60 previously homeless residents at the Hampton Inn, in order to provide a safe and isolated environment due to COVID-19. State funding for Project Roomkey ended at the end of September 2020, and the County has continued funding of the program through December 2020. Placer County requested funding to continue housing the individuals who have not been permanently housed as of

January 1, 2021; therefore, CDBG-CV3 funds will provide funding towards Project Roomkey for a total of three months.

The City contacted the Roseville City School District to inquire about unmet school needs due to COVID-19. District staff relayed that students who fall under the McKinney Vento Act (homeless or in Foster Care) require several services due to COVID-19. These services include the provision of safe, free, and consistent childcare where COVID precautions are being taken, while also supporting families who have been impacted by COVID with navigating social services and assisting with accessing permanent housing.

The Fair Housing Services provider will assist Roseville residents with comprehensive fair housing services including investigation, counseling and legal referrals for victims of housing discrimination, along with community education and outreach regarding fair housing law and practices. The housing counseling agency will play a role in reducing and preventing evictions by providing Roseville residents with information on tenant rights and fair housing issues.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
Addressing Homelessness	Homeless	CDBG: $81,879.95	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	0	12		0	12	

Addressing Homelessness	Homeless	CDBG: $15,000	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	0	222		385	222	57.66%
Addressing Homelessness	Homeless	CDBG: $15,000	Homeless Person Overnight Shelter	Persons Assisted	1500	308	20.53%	390	308	78.97%
Addressing Homelessness	Homeless	CDBG: $86,645	Housing for Homeless added	Household Housing Unit	20	0	0%		1	
Development of Affordable Rental Housing	Affordable Housing	CDBG: $45,455	Rental units constructed	Household Housing Unit	50	0	0%		63	
Rehabilitation of Affordable Rental Housing	Affordable Housing	CDBG: $179,424	Rental units rehabilitated	Household Housing Unit	50	1	2%	1	1	100%
Rehabilitation of Affordable Rental Housing	Affordable Housing	CDBG: $	Housing for Homeless added	Household Housing Unit	0	1		6	1	16.67%
Provision of Services for Low-Income Persons	Non-Homeless Special Needs	CDBG: $74,209.92	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	4000	1103	27.58%	940	1103	117.34%
Provide Fair Housing Services		CDBG: $1,887.65	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	250	1	.40%	0	1	

Rehabilitation of Owner-Occupied Housing	Affordable Housing	CDBG: $94,141.74	Homeowner Housing Rehabilitated	Household Housing Unit	20	3	15%	8	3	37.5%
Prevent, Prepare for and Respond to COVID-19	Homeless	CDBG-CV1: $31,632.19 CDBG-CV3: $24,000	Homeless Person Overnight Shelter	Persons Assisted	50	0	0%		143	
Prevent, Prepare for and Respond to COVID-19	Non-Homeless Special Needs	CDBG-CV1: $273,930	Jobs created/retained	Jobs	15	0	0%	15	3	20%
Prevent, Prepare for and Respond to COVID-19	Non-Housing Community Development	CDBG: $216,570	Businesses assisted	Businesses Assisted	15	0	0%	15	1	6%
Public Facilities and Improvements	Non-Housing Community Development	CDBG: $409,910	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	4720	0	0%		245	

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

The City was able to address priority needs in 2020-2021, while also addressing the coronavirus pandemic.

CDBG-CV: The CV specific objectives identified in the Action Plan included the goal of preventing, preparing for and responding to COVID-19. The City was able to address this goal through the Small Business Loan program, where assistance was provided to eligible businesses economically impacted by COVID-19.

The City improved 4 housing units using CDBG, addressing moderate to substantial rehabilitation needs. These housing units, occupied by low-income, elderly and disabled persons, will be safer and have the useful life of the major systems extended.

Public services, improved public facilities, and affordable housing activities were provided to 1,749 individuals. These services meet the basic needs of low-income households, including basic nutrition, and serve to both address and prevent chronic homelessness.

Public facilities that serve low-income areas and accommodate the needs of persons with disabilities as well as the basic infrastructure needs of low-income areas were addressed with the use of CDBG funds.

The City complied with all Federal Overlay requirements for all projects and activities undertaken during the 2020 Program Year.

During the 2020 PY the City:

- Continued to strengthen its relationships with private for-profit developers and non-profit housing providers to expand the availability of affordable housing and increase program efficiencies and outcomes.
- Continued to participate in the Governance Committee of the "Homeless Resource Council of the Sierras" (HRCS) for the Nevada-Placer Joint Applicant and led efforts for the Placer County Continuum of Care (CoC) in its planning process on ending homelessness and efforts to improve systems through its Built for Zero policy consortium membership. HRCS and the CoC are collaborative associations of service providers and governmental agencies who work together to strengthen the delivery system by integrating and coordinating housing, homeless assistance, and supportive services.
- Participated in the Point in Time Count for South Placer, including the City of Roseville. This was in coordination with the overall HRCS

effort, to gain comprehensive information about Placer County homeless individuals and families.

- Completed construction of the City's new 65 units of affordable rental housing, Main Street Plaza Apartments, in Historic Old Town Roseville.
- Contracted with Project Sentinel to provide fair housing services to residents of Roseville.
- Completed the installation of a solar system to AMI Housing's affordable complex located at 319 Main Street.
- Renovated the deteriorating bathroom and showers at The Gathering Inn emergency shelter.
- Converted a multi-purpose room into a functional community kitchen at The Volunteers of America Home Start location, which will serve families staying in the emergency shelter units.
- Rehabilitating The Lazarus Project's permanent supportive housing home on Grove Street, which houses three homeless women with mental illness.
- Provided essential services to high need populations including homeless, seniors, disabled persons, youth, and victims of human trafficking and domestic violence.
- Assisted 23 small businesses with loans to address the coronavirus, through the support of employee retention and reduction of job loss due to the pandemic.
- Provided funds to The Gathering Inn to support a second shelter site during the pandemic to adhere to social distancing requirements and help prevent the spread of the virus.

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted). 91.520(a)

	CDBG
White	1,445
Black or African American	127
Asian	75
American Indian or American Native	78
Native Hawaiian or Other Pacific Islander	18
Total	**1,743**
Hispanic	263
Not Hispanic	1,480

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

The City allocated resources on a citywide basis. Resources targeted to the new construction of affordable housing were allocated on a citywide basis in accordance with the City's 10% Affordable Housing Goal and provide for disbursement of affordable housing throughout the City, rather than concentrated within low-income areas of the City.

Resources targeted to special needs populations were also allocated on a Citywide basis, where needs were identified and/or where resources could be coordinated with existing facilities and services. Activities such as infrastructure improvements are targeted to low-income neighborhoods with older infrastructure most in need of assistance.

The City assigned the priority for each category of priority needs based on the overall relative need, resources received, and policies established by the City. The City will continue to pursue all available Federal, State and local resources and look to all segments of the community to assist with meeting homeless, affordable housing and community development needs. The City's greatest obstacle to meeting underserved needs within the community continues to be lack of resources given budget reductions at the Federal, State and local levels.

CDBG-CV:

Beneficiaries related to CV funding include 41 homeless individuals who utilized the second shelter site implemented by The Gathering Inn to prevent the spread of the coronavirus. Additionally, CV funds assisted one business with retention of 8 employees and hiring of 1 new part time employee.

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	CDBG	1,390,038	1,256,793
HUD-VASH	public - federal	221,148	221,148
Section 8 - HCV	public - federal	5,491,834	5,491,834
HOME	State Department of Housing and Community Development	503,235	143,794
LOW MOD	City as Housing Successor	206,975	99,511
BEGIN	State Department of Housing and Community Development	36,560	0
CALHOME	State Department of Housing and Community Development	62,019	0
AFFORDABLE HOUSING	Resale and In Lieu Fees	289,783	230,604
HOUSING TRUST	Developer Subsidy Payoffs	1,578,915	0
CDBG-CV (1 and 3)	CDBG	1,213,133	344,790

Table 3 - Resources Made Available

Narrative

Roseville is an "exception grantee" under the CDBG rules that relate to the use of CDBG funds to benefit low-income areas. Rather than a residential area needing to be comprised of 51% or more low-income households to be considered low-income, areas that are within the upper quartile of low-income households are low-income areas for the purposes of CDBG funding.

CDBG-CV:

On April 2, 2020, HUD announced that the City of Roseville would receive $417,412 of CARES Act CDBG funds, known as CDBG-CV1. On September 11, 2020, HUD announced that the City would receive $795,721 of Round 3 of the CARES Act CDBG funds (CDBG-CV3).

With the first round of CARES Act funding, Roseville initiated the Small Business Loan Program. Funding for the program was comprised of $187,069 of unobligated prior program year funds, $273,930 of CV funds, and $169,001 of 2020 entitlement funds. Loans were provided to 23 struggling small businesses to support employee retention and reduce job loss due to the pandemic. Thus far, one business (Enhanced Dental Concepts) provided all required documentation for loan forgiveness, and accomplishments for that activity have been reported on, with a total of 7 FTE jobs created/retained. Since the Small Business Loan program is still underway, accomplishments for the remaining 22 business

loans have not yet been reported on, and will be completed in a subsequent CAPER once they are complete.

CDBG-CV funds also provided an award of $60,000 to assist The Gathering Inn with a new Shelter-In-Place program to provide homeless individuals shelter at their facility as well as St. John's church due to COVID-19. The second site allowed for appropriate social distancing for the homeless individuals staying at the shelter. Forty-one homeless individuals were assisted with the funds for the two month period. Reimbursement requests for this project totaled $31,632.19, coming in $28,367.81 short of the amount awarded. These funds will be reprogrammed for another activity to address preventing, preparing for and responding to coronavirus.

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description

Table 4 – Identify the geographic distribution and location of investments

Narrative

Based on the 2006-2010 American Community Survey (ACS) data collected by HUD, the City's "upper quartile" for 2020 was 35.40%. This is unchanged from FY 2019.

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

The City has actively sought funding sources in addition to CDBG to leverage its resources. In addition to CDBG, these were some of the funds that were available for use during the Program Year: CalHome, HOME, Housing Choice Voucher Section 8 Rental Assistance, Redevelopment Low-Moderate Income Housing Funds, Local Housing Trust Funds and Affordable Housing Funds, Low-income Housing Tax Credits, Tax Exempt Bond financing, State Housing-Related Parks Program Funds, and local developer contributions.

The City does not receive an entitlement allocation of HOME funds. The City must compete annually in order to receive State-administered HOME funds. The City was awarded $1M in 2014 from State HOME funds. This grant was completed in 2017 and the City only continues to administer program income.

The construction of Main Street Plaza Apartments in Historic Old Town Roseville was completed and certified for occupancy in the spring of 2021. The complex created 65 affordable rental units. Main Street Plaza now provides one to three bedroom apartments with rent affordability from extremely low to low incomes and provides supportive services and funding sources to house families, veterans, and individuals with mental illness. The use of this land for affordable housing that meets a range of special needs works to address local needs and supported the removal of blight and underutilized property within the City's Historic Old Town.

Additionally, the City of Roseville owns land at 120 Pacific Street that is proposed to be developed as an 80 unit affordable rental project known as Junction Crossing Apartments. Junction Crossing will provide studio and one bedroom apartments with rent affordable to low income households. The development is one of the City of Roseville's pre-design projects and will address the City's community development priorities as outlined in the Downtown Specific Plan, as well as local need for affordable housing that serves small 1-2 person households.

In the 2020 program year, the City provided $615,000 towards Homeless Prevention and Rapid Rehousing (HPRR) services. Of the $615,000 made available, $250,000 was former Redevelopment Low-Moderate Housing funds, while the remaining $365,000 came from the Citizen's Benefit Fund. These resources were awarded to three local collaborative non-profit grant applications and are providing funding to prevent homelessness (utility bills, healthcare costs, car repair, eviction prevention, etc.) or to help re-house a household (deposit, application, fees, etc.). HPRR funds also provide job search assistance and food assistance.

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	0	30
Number of Non-Homeless households to be provided affordable housing units	0	33
Number of Special-Needs households to be provided affordable housing units	0	0
Total	**0**	**63**

Table 5 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	0	0
Number of households supported through The Production of New Units	0	63
Number of households supported through Rehab of Existing Units	0	4
Number of households supported through Acquisition of Existing Units	0	0
Total	**0**	**67**

Table 6 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

The City exceeded its goals for the production of affordable housing.

Discuss how these outcomes will impact future annual action plans.

The City does not expect outcomes for the Owner-Occupied Housing Rehabilitation Program to be impacted for future action plans. Goals are set based upon past funding history in order to meet the goals identified in the Five Year Consolidated Plan and Annual Action Plans.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	1	0
Low-income	2	1
Moderate-income	0	0
Total	**3**	**1**

Table 7 – Number of Households Served

Narrative Information

Through the HCV program, 39 homeless households were provided affordable housing through PBV, Mainstream & VASH vouchers (19 VASH-PBV, 6 VASH, 11 PBV, & 3 Mainstream). Additionally, 20 non-homeless households were provided affordable housing. Six hundred eighty three (683) households in Roseville were supported through rental assistance.

The Main Street Plaza Apartments project was completed and certified for occupancy in early 2021. In 2016, CDBG funded the demolition of a previous blighted and deteriorating building on the site. In 2017, CDBG funded the relocation of the commercial business, and in 2018, CDBG funded the acquisition of the land that will become 65 affordable rental units. Main Street Plaza Apartments provides one to three bedroom apartments with rent affordability from extremely low to low incomes and includes supportive services and funding sources to house families, veterans, and individuals with mental illness. The use of the land not only supported the removal of blight and underutilized property in History Old Town Roseville, but it also provides much needed affordable housing to the City.

The City of Roseville continued implementation of the City's 10% Affordable Housing Goal to increase the number of rental and purchase units affordable to very low, low and moderate-income households, and supported private development of affordable housing using Low-Income Housing Tax Credits, Tax Exempt Bond proceeds, Local Housing Trust Funds, and funds from the former Redevelopment Agency.

The housing market has recovered from the slowdown in housing production during the recent recession. Housing vacancy is between 2-3 percent in Roseville, decreasing the supply of affordable housing and increasing rents.

Affordable housing developers have been affected by reductions or eliminations of a variety of funding sources. The City is challenged to develop new affordable housing units given the reduction of resources to subsidize affordable housing production. This reality is further compounded by the impacts of a shrunken housing construction labor force, which leads to competition for labor with the Bay Area and higher overall building costs.

Extremely low income and low income renter households are served through local homeless prevention programs to prevent loss of housing. Housing Choice Vouchers and local affordable housing opportunities are also provided to extremely low income and low income renter households, through local inclusionary requirements and tax credit projects.

Extremely low income and low income owner households are served through local homeless prevention programs as well. Energy efficiency programs are available through Project GO and Roseville Electric, and maintenance/habitability programming is available through the Roseville Owner Occupied Rehabilitation Program.

Low-income homeowners are served through the City's first-time homebuyer assistance that was offered under HOME funding. They are also served through the Roseville Owner Occupied Rehabilitation Program and local inclusionary requirements that produce affordable ownership opportunities and local secondary mortgage loans.

Moderate income renters are served through affordable housing opportunities under local inclusionary requirements and tax credit projects.

Middle income renters are served through the local rental housing market.

Middle income owners are served through the local inclusionary requirements that produce affordable ownership opportunities and local secondary mortgage loans.

Persons with Disabilities are served through reasonable accommodations in all of the city's programs. Additionally, persons with disabilities receive a preference under the City's Housing Choice Voucher program, and are assisted by the Roseville Owner Occupied Rehabilitation Program and local agencies, including: Project GO, Seniors First, Placer Independent Resource Services (PIRS), and Advocates for Mentally Ill Housing (AMIH).

Low Income Renters Overpaying (more than 50% of income towards rent) are served through the Housing Choice Voucher program, particularly through the Small Area Fair Market Rents that Roseville adopted in February 2018; this was adopted to update local payment standards to better align with rents by zip code. These households are also served by local homeless prevention funding from the City and Salvation Army to reduce potential risk of homelessness. The continued development of new affordable rental units and rental housing opportunities overall are also aimed at the goal of reducing incidents of overpayment within Roseville.

Homeless individuals are served through coordinated efforts of the Roseville Homeless Response Team within the Placer County Continuum of Care. In addition to homeless prevention and rapid rehousing funding that is provided by the City and Salvation Army locally, Roseville Housing Authority received an additional 8 Mainstream Vouchers, now totaling 33, to address the needs of homeless individuals with disabilities. They partner with Roseville Home Start in providing a preference for homeless households within the Housing Choice Voucher program. Additional services and coordination are provided through the Coordinated Entry System and local collaboration on the By Name List.

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City of Roseville has the following outreach programs to individuals and families who are homeless:

Project Roomkey

Drop-In Centers with Services: The Auburn Welcome Center and the Cirby Clubhouse in Roseville are mainly staffed by mental health clinicians and clients that provide homeless individuals and families a place to use computers to search for jobs, housing, and services. This Center also houses the The Gathering Inn Mid Placer Shelter in Auburn. The Gathering Inn South Placer has a Wednesday and Saturday health clinic, and daily provides a clothing closet and laundry facilities in addition to a nightly emergency shelter through the rotation of local churches.

Social Services Unit of the Police Department: In 2016, the police department created the Social Services Unit (SSU). The SSU completes regular outreach and interaction with the local unsheltered population. Through this unit, local County Housing Coordinators, and Roseville Housing staff, individuals who are homeless or at-risk of homelessness are being referred to appropriate services and housing options within the Continuum of Care. These efforts are further augmented through a City-County outreach partnership that utilizes a homeless outreach worker position for South Placer and City efforts towards its own outreach worker.

Point in Time Count: The City of Roseville Social Services Unit and Housing staff actively participated in the 2020 Point in Time Count and achieved great success in implementing an electronic survey and data collection app, scheduling events for data collection and conducting outreach to individuals otherwise unreachable for the Point In Time Count. Roseville led the overall coordination of all of South Placer County.

Addressing the emergency shelter and transitional housing needs of homeless persons

Emergency shelter is provided locally through a rotating shelter at local churches, coordinated by The Gathering Inn. This shelter serves an average of 60-90 individuals each evening. Local transitional housing programs through Roseville HomeStart and Advocates for Mentally Ill Housing (AMIH) address much-needed transitional housing needs for families and individuals with mental illness. Lastly, Stand Up Placer provides emergency and transitional housing for domestic violence and human trafficking victims countywide.

The Gathering Inn Shelter-in-Place program funded with CV funds addressed emergency shelter needs

of homeless persons during the pandemic. The availability of a second site allowed for appropriate measures of social distancing to help prevent the spread of the coronavirus.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

Homeless priorities have been established within the framework of the Homeless Resource Council of the Sierras (HRCS) and CA 515 – the Placer County Continuum of Care; the priorities have been set as: emergency shelter, transitional housing, permanent supportive housing, and rapid re-housing. Most housing options for homeless individuals and families are in permanent supportive housing programs; with only temporary openings because of a change in status of a resident. In comparison, except for victims of domestic violence, there are few beds available in emergency shelter situations. Of the 139 emergency beds, 38 are solely for survivors of domestic violence, 6 are set aside for the Interim Care Program (adults only), and 5 are for the T3 Foothills Emergency Housing of WellSpace Health, (adults only). The 90 remaining beds are at The Gathering Inn; of these beds, an average of 10-25 beds can be expended if there are more families or lessened for households without children, this number fluctuates depending on the need.

Motel vouchers are available during certain times of the year for short-term and extreme circumstances; funding is typically expended before the end of the calendar year.

Permanent Supportive housing is identified as a high-priority. The need for emergency shelter, mental health services, substance abuse treatment, and emergency food and clothing exists, especially for some subpopulations, such as those with severe mental illness or individuals who are chronically homeless (who have had regular or continued periods of homelessness).

The City of Roseville Housing Division participates in discussions with the Placer County probation staff on better discharge and services planning for existing inmates, including a specific focus on inmates with mental illness. Placer County's Continuum of Care has implemented a Coordinated Entry System through a central phone line, 211, and is working to increase its use by inmates scheduled to leave jail soon as a means for planning their housing options more proactively. Services staff at the jail are actively working on increased use of the phone line as part of and prior to discharge planning.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were

recently homeless from becoming homeless again

Outreach: The City of Roseville Social Services Unit, Placer County's Homeless Liaison Team, and The Gathering Inn provide outreach to connect people with services to get them housed.

Rapid Rehousing: Local service providers are applying for and have received Rapid Rehousing and Homeless Prevention funds to assist homeless families and individuals. The City also partners with AMI Housing to provide motel vouchers, security deposits, and rental assistance to assist with rapid rehousing and homelessness prevention.

Housing: In planning the housing needs of these populations the CoC considers the housing needs for both families and individuals. The scattered site housing programs serve both populations. The local housing authorities have also secured and are leasing up Mainstream Vouchers to serve individuals and families with a member who has a disability, exiting homelessness and Emergency Housing Vouchers to serve those who are homeless. These vouchers have been successful in getting families and chronically homeless individuals housed. Both housing authorities are seeking additional Mainstream Vouchers and Roseville Housing Authority is seeking additional Veterans Administration Supportive Housing (VASH) vouchers to serve individuals and families who are homeless.

Coordinated Services: Domestic violence, substance abuse, mental and physical disabilities can all contribute to individuals and family homelessness. There are collaborative community efforts to provide coordinated services to those in need of assistance. The City participates in the Built for Zero effort and leads regular meetings with social service providers and social workers to address barriers to housing of each person on the By Name List.

Unaccompanied youth: Placer County's program called the Transition to Independence Process (TIP) serves Transition Aged Youth ages 14 to 24 who are experiencing emotional and/or behavioral difficulties. Youth receive assistance to make a successful transition into adulthood. The County also has a collaborative called the Transition Aged Youth Housing Collaborative to provide housing assistance for transition aged youth who are homeless or at imminent risk of homelessness. The focus of the collaborative is to work with local providers to offer unaccompanied youth the support and services they need.

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

The City does not have public housing. The Roseville Housing Authority operates the Housing Choice Voucher (HCV) Section 8 Rental Assistance Program which serves both the cities of Roseville and Rocklin.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

Not applicable; the City does not have public housing.

Actions taken to provide assistance to troubled PHAs

Not applicable. The Roseville Housing Authority (RHA) received a rating of High Performer for the fifteenth consecutive year.

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

In the first year of the five-year plan, the City developed approximately 65 affordable housing units and leased up over 100 units. Additionally, there are currently approximately 450 affordable units in the entitlement phase for future production within the next five years. The City continues to support opportunities for the redevelopment of underutilized parcels downtown, particularly for high density and affordable housing development. The City also works to increase opportunities for higher density and the use of density bonuses throughout the city.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

Consistent with priority needs identified in the Consolidated Plan, during the 2020 Program Year the City provided funding for the following activities that addressed priority special needs populations:

- Advocates for Mentally Ill Housing (AMIH) provided case management, vouchers and other support services to individuals with mental illness.
- Stand Up Placer assisted those in abusive situations and victims of human trafficking to recover and re-enter society.
- KidsFirst offered intensive social services and individual therapy to children and families with young children.
- Seniors First Meals on Wheels and Saint Vincent de Paul Society's BAGS program offered nutrition for seniors and disabled persons.
- The Gathering Inn provided emergency homeless shelter services and mental health clinician services for homeless individuals and families.
- The rehabilitation of emergency shelter was addressed through The Volunteers of America Home Start Community Kitchen addition. This project supported homeless families living in the five emergency shelter units by providing these families the opportunity to cook and prepare their own meals.
- The City provided residents with fair housing information and services, and support for compliance with Federal and State fair housing law, through a contract with a Fair Housing Services provider.
- CARES Act Projects were a high priority need, which entailed activities to Prepare for, Prevent or Respond to the COVID-19 virus, including the Small Business Loan Program and funding towards The Gathering Inn Shelter-in-Place project.
- The rehabilitation of owner-occupied housing and permanent supportive housing was addressed through the City's Owner Occupied Housing Rehabiliation program and The Lazarus Project Grove Street home rehab project, which houses three homeless women with mental illness.

These projects helped maintain the affordable housing stock in the City.

Other Federal, State and local resources, including funds from charitable organizations and private donations, were made available to service providers to assist special needs populations. Service providers received these funds directly.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

The City has taken the following actions toward awareness and elimination of lead-based paint hazards: The City continued to provide information regarding lead-based paint hazards to Roseville residents and employees.

The City includes, as part of its inspection process for the Owner-Occupied Housing Rehabilitation, and Housing Choice Voucher Section 8 Rental Assistance Programs, an inspection of painted surfaces for the discovery of the potential presence of lead-based paint. If the inspection conducted identifies that a potential hazard exists, the City requires the rehabilitation contractor or homeowner to follow HUD guidelines for mitigation or removal of the lead-based paint hazard.

Grants are available for initial inspection, mitigation, and clearance costs for all of these programs through the City's Lead-Based Paint Hazard Reduction Program (LBPHRP). Community Development Block Grant (CDBG) and HOME funds are set aside to offer these grants; under the Housing Rehabilitation Program, grants are provided for all actual costs of lead-based paint evaluation and reduction activities.

The City also requires that rental property owners properly maintain their dwelling units. Deteriorated surfaces containing lead-based paint posing a hazard to occupants is reportable to the Placer County Environmental Health Department and represents a potential County Health Code violation subject to appropriate mitigation by the rental property owner.

The City continues to fund the Lead-Based Paint Hazard Reduction Program to comply with the 1992 Housing and Community Development Act (Title X) in addressing potential lead-based paint hazards.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

During the 2020 Program Year the City took the following actions to reduce the incidence of poverty within the City's jurisdiction:

- The City continued to promote the Family Self Sufficiency Program for Housing Choice Voucher (HCV) participants and actively recruited new households to participate.
- The City continued its policy of promoting a jobs/housing balance to ensure a variety of jobs with varying levels of skill and training and development of affordable housing to all income

groups.

The Senior Nutrition Program and the BAGS program supported the nutritional needs of persons in poverty. Due to coronavirus, the Meals on Wheels program was modified in accordance with the CDC and local guidelines to ensure the nutritional needs of the low income residents of Roseville continued to be met. The program transitioned from providing one hot meal daily to seniors, to instead providing a combination of fresh and frozen meals delivered twice a week.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

With regard to the distribution of affordable housing, it has been the goal of the City's 10% affordable housing program to distribute new, affordable housing throughout the City by requiring that each specific plan provide 10% of their total housing units as affordable to low and middle-income households.

The City has continued to rely on the Housing Division to administer its housing programs and implement housing policies. The Housing Division administers rental assistance, housing rehabilitation, and new construction projects. The Housing Division also provides resource information and referral to residents, including referrals to homeless assistance, fair housing, legal services, etc.

The programs administered by the Housing Division are funded through a variety of public and private sources, including Federal, State, City and private developer funding under local affordable housing requirements.

The City continues to work toward a regional approach to serving the needs of residents through the Continuum of Care on a countywide basis.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

The Housing Division acts as a liaison between other public and private agencies to maximize service to Roseville residents and prevent duplication of services.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

The City displays its Fair Housing Banner in a prominent location within the Housing Division Offices, as well as at functions throughout the year where the City is represented. The banner reads, "Fair Housing is Everyone's Right" in both English and Spanish and also includes the Equal Housing Opportunity logo.

Fair Housing pamphlets and literature are also made available to the public. Housing Division

Supervisory staff continues to work with other staff members to further their knowledge of fair housing laws and issues, including making pamphlets and news articles available to staff. Staff regularly receives Fair Housing and diversity training. The City also hosted two Tenant and Landlord Rights and Responsibilities Trainings in June and August 2019, with over 100 attendees between the two events.

Housing Division staff continues to record all housing complaints, including those regarding discrimination and works cooperatively with the local Legal Services branch. In the case of alleged discrimination, residents are provided with information regarding fair housing law, a HUD discrimination complaint form, and referrals to legal services, the State Department of Fair Housing and Employment, and other appropriate agencies.

The City's Housing Authority continues to request and receive VASH, Mainstream and Project-based vouchers. During the 2020 program year, the Housing Authority was awarded an additional 8 Mainstream vouchers and an additional 25 VASH vouchers which serve those who are homeless or at risk of homelessness.

Funds towards a fair housing services provider were allocated in order to assist the City with comprehensive fair housing services of investigation, counseling and legal referrals for victims of housing discrimination. A Request for Proposals was released and Project Sentinel was selected. Project Sentinel will provide community education and outreach regarding fair housing law and practices. The fair housing services provider will provide services to both tenants and landlords. By having an agency available to assist with these issues and also provide education and outreach to the community, the City will be promoting fair housing choice, while also addressing issues of discrimination in the community.

Additionally, there were various recommendations for the City identified in the analysis of impediments adopted at the end of FY 2019-20. These include: expanding affordable rental opportunities; increasing homeownership among under-represented groups; and focusing on a range of equity issues. The City will work on addressing these recommendations throughout the cycle of the Five Year Consolidated Plan.

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

Each year, the City conducts a risk assessment of subrecipients to determine the need for monitoring. All subrecipients are subject to a minimum of desk monitoring. If the risk assessment reveals the need, on-site monitoring is also conducted. Staff will monitor 2020-2021 subrecipients in the fall and winter of 2021.

Roseville seeks to ensure minority business owners are included in any outreach and comprehensive planning requirements. In order to do so, public notices are translated and offered in Spanish, and any request for additional translation is available for those who request it. All organizations applying for funding are provided technical assistance to ensure they have info they need to apply. Notices of Funding Availability (NOFA) are provided to a variety of groups to encourage diverse populations have access to the information, including the Placer County Continuum of Care, the Latino Leadership Council, and Placer Collaborative Network. NOFA's are also posted in public locations such as City libraries. Any Requests for Proposals put out by the City are noticed in the local newspaper and posted on the City's website in order to ensure a variety of submittals are attained. Contracts include language regarding equal opportunity and nondiscrimination, and contracts requiring subcontractors are encouraged to reach out to minority and women owned businesses for the work to be subcontracted.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

The City published a notice in the Roseville Press Tribune on August 13, 2021 announcing the availability of the CAPER for public review, the public comment period, to whom comment should be submitted, and the scheduled public hearing. The notice was published in English and in Spanish. Notice was also published on the City's website.

The public was invited to comment during a minimum 15-day period, August 31, 2021 through September 15, 2021.

The Roseville City Council reviews, conducts the public hearing, and approves the CAPER prior to submission to the Department of Housing and Urban Development.

The City notified public service agencies directly via an email to local non-profit collaborations regarding the availability of the 2020 CAPER. Additionally, the Latino Leadership Council, a local nonprofit that provides services to underserved Spanish-speaking populations, was notified of the availability of the CAPER.

A public hearing was held before the City Council on September 15, 2021 to review the City's progress in meeting its Housing and Community Development needs. The public hearing also provided additional opportunity for the public to comment on the 2020 CAPER. [INSERT ANY PUBLIC COMMENTS HERE]

During the public hearing on September 15, 2021, City Council members were given the opportunity to ask questions. [INSERT ANY COUNCIL COMMENTS HERE]

In order to address access to public meetings for persons with disabilities, Roseville Transit offers ADA Paratransit for ADA-certified passengers. Additionally, all information is available in an accessible format to persons with visual impairment upon request. Additionally, all public notices state:

> *The hearing will be available for live access on Comcast 14, Consolidated Communications 73, AT&T U-verse, and the city's YouTube channel. It will be available on-demand on the City's website the following day. Public comment and questions for a virtual hearing may be submitted during the hearing by calling (916) 774-5353.*
>
> *Meeting facilities are accessible to persons with disabilities. By request, translation services and documents, as well as alternative accessible document formats, are available to persons with varying language needs or disabilities. To arrange an alternative agenda document format, or to arrange aid, services or modifications in order to accommodate persons with a disability to participate in a public meeting, please contact the City of Roseville by calling 916-774-5270 (voice) or (916) 774-5220 (TDD) a minimum of two business days prior to the meeting.*

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

The City made no change in program objectives over the course of the program year and would not make any changes as the result of its experiences.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

CDBG-CV:

Due to the pandemic, as part of the 2019 and 2020 Annual Action Plan, the City added priorities and objectives in order to prevent, prepare for and respond to coronavirus. There was no discontinuation or reduction of any non-CV related activities, and Annual Action Plan goals were met.

The coronavirus pandemic had an impact on several of the CDBG public services programs, including Stand Up Placer, Seniors First and The Gathering Inn. Stand Up Placer, which serves victims of domestic violence, saw an increase in the amount of beneficiaries served during the pandemic, including an increase in calls from the Domestic Violence Emergency Response Team. Seniors First made a change to their Meals on Wheels program due to the pandemic, shifting their five day a week meal delivery to three times a week, with the inclusion of frozen meals along with fresh meals. This helped reduce the amount of visits to homes to mitigate the spread of the coronavirus and ensure as much social distancing as possible. The Gathering Inn shelter experienced lower than average numbers due to the coronavirus, as many of the guests were placed with Project RoomKey to help prevent the spread of the virus. Capital improvements projects, including the AMIH Solar Project and The Gathering Inn bathroom remodel project, experienced some delays due to the coronavirus pandemic as well, but projects were completed by their deadlines.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.