



AGENDA

July 17, 2019

CITY COUNCIL MEETING

6:00 p.m.

Council Chambers
311 Vernon Street
Roseville, California
www.roseville.ca.us

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.

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. Kathryn McClary Award

Presentation of the Kathryn McClary Operator of the Year Award to Nathan Chambers, MV Transportation bus operator.

CONTACT: Eileen Bruggeman 916-774-5449 ebruggeman@roseville.ca.us

6. PUBLIC COMMENTS

7. CONSENT CALENDAR

BEGINNING OF CONSENT CALENDAR

Bids / Purchases / Services

7.1. Pistachio Regional Park - Award of Contract and Budget Adjustment

Memo from Park Development Analyst Rjahja Canlas and Assistant City Manager Dion Louthan recommending the City Council adopt ORDINANCE NO. 6127 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2019-20 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE; and adopt RESOLUTION NO. 19-333 APPROVING AN AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND SIERRA VALLEY CONSTRUCTION, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Pistachio Regional Park (formerly parksite F-56) is a 44-acre joint-use citywide park site located in the West Roseville area, adjacent to the new West Park High School. The Phase 1 project includes a baseball field, softball field, parking lot, walkways, landscape and irrigation. Additive alternatives also included in the project are paving the parking lot, constructing a restroom building and constructing a second softball field. Staff requests Council authorize a budget adjustment of \$4,005,288.00 from the West Roseville Citywide Park Fund; and award the project to Sierra Valley Construction, Inc. in the amount of \$6,544,900.00, and requests authorization to approve change order requests in an amount not to exceed 10% of the contracted amount. Construction of the first phase of the park was advanced to coincide with the opening of the new West Park High School, where the proposed amenities are part of a joint use agreement. As such, the Roseville Joint Union High School District and Board have agreed to partner with the City by providing funds to offset maintenance for the first five years. Long term costs for maintenance will need to be provided through the General Fund.

CC #: 0187

File #: 0704-01 & 0201-01

CONTACT: Rjahja Canlas 916-774-5342 rcanlas@roseville.ca.us

7.2. Maidu Park Bike Trail Reconstruction and Resurfacing Project Phase 1 - Award of Contract

Memo from Assistant Engineer Cathy Gosalvez and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 19-330 APPROVING AN AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND SIERRA ASPHALT, INC., AND AUTHORIZING THE

CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff recommends award of a contract to the lowest responsive bidder, Sierra Asphalt Inc., with a change order authority of 15% of the contract amount. The project will provide maintenance for the paved trail located along the perimeter of Maidu Regional Park and the various interior trails within the park. The cost for the project is \$178,000.00 and will be completely funded with local transportation funds. No General Fund resources will be used.

CC #: 0184

File #: 0721-05

CONTACT: Cathy Gosalvez 916-746-1300 cgosalvez@roseville.ca.us

7.3. Defibrillator EKG Monitor Maintenance - Service Agreement

Memo from Fire Division Chief David Dolson and Fire Chief Rick Bartee recommending the City Council adopt RESOLUTION NO. 19-322 APPROVING A SERVICE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND PHYSIO-CONTROL, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S2008068). This service agreement will allow Physio-Control the ability to provide regular maintenance to the Roseville Fire Department's Physio-Control EKG/Defibrillator monitors and Automated External Defibrillators. The total estimated cost of the contract is \$83,664.00. Funding for the agreement is included in the Fire Department's annual budget and will be paid over four fiscal year budget cycles (FY2019-23).

CC #: 0176

File #: 0203-12

CONTACT: David Dolson 916-774-5807 ddolson@roseville.ca.us

7.4. Maidu Library Dry Rot Repair (RFQ 10-3222) - Service Agreement and Budget Adjustment

Memo from Buyer Tiffany Valdez and Chief Financial Officer Dennis Kauffman recommending the City Council adopt RESOLUTION NO. 19-325 APPROVING A SERVICE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND RBH CONSTRUCTION INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1908244); and adopt ORDINANCE NO. 6126 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2019-20 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff recommends City Council authorize a service agreement with RBH Construction, Inc. for the materials and labor to complete dry rot repairs at the Maidu Library. The total cost of the agreement is \$41,804.00. Staff requests the Public Works Director or designee to approve change order requests for this project up to 10% (\$4,180.40) as a construction contingency, for a grand total of \$45,984.40; and approve a budget adjustment transferring funding from available resources in the Facility Rehabilitation Fund to the Maidu Library Dry Rot Repair Capital Improvement project.

CC #: 0180

File #: 0900-07 & 0201-01

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

7.5. Office Supplies - Open Purchase Order

Memo from Buyer Becky Phillip and Chief Financial Officer Dennis Kauffman recommending the City Council adopt RESOLUTION NO. 19-332 APPROVING A PURCHASE ORDER FOR OFFICE SUPPLIES. Staff recommends Council approve an open purchase order with Office Depot, Inc. to provide office supplies on an as-needed basis. The estimated cost of the office supply purchases is not to exceed \$210,000.00 for FY2019-20. Funding is included in each department's FY2019-20 budget.

CC #: 0186

File #: 0203-04

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

Resolutions

7.6. Fiddymment Ranch Phase 2, 2H Backbone - Notice of Completion

Memo from Construction Inspector Ignacio Vizcarra and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 19-321 OF THE COUNCIL OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS Fiddymment Ranch Phase 2, 2H Backbone PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING A PORTION OF THOSE RESPECTIVE DEDICATIONS OFFERED ON THE RECORDED MAP OF THE "Fiddymment Ranch Phase 2, 2H Backbone." 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 #: 0175

File #: 0400-04-09-1

CONTACT: Ignacio Vizcarra 916-774-5578 ivizcarra@roseville.ca.us

7.7. Fiddymment Ranch Phase 2, Village F-7A - Notice of Completion

Memo from Construction Inspector Ignacio Vizcarra and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 19-328 OF THE COUNCIL OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS FIDDYMENT RANCH PHASE 2, VILLAGE F-7A 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 roadway infrastructure work complete in accordance with the improvement plans

and City Specifications. This action has no impact to the City's General Fund. Construction costs were paid by the developer.

CC #: 0181

File #: 0400-04-09-1

CONTACT: Ignacio Vizcarra 916-774-5578 ivizcarra@roseville.ca.us

7.8. Fiddymment Ranch Phase 2, Village F-7B - Notice of Completion

Memo from Construction Inspector Ignacio Vizcarra and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 19-329 OF THE COUNCIL OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS FIDDYMENT RANCH PHASE 2 VILLAGE F-7B 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 roadway infrastructure work complete in accordance with the improvement plans and City Specifications. This action has no impact to the City's General Fund. Construction costs were paid by the developer.

CC #: 0182

File #: 0400-04-09-1

CONTACT: Ignacio Vizcarra 916-774-5578 ivizcarra@roseville.ca.us

7.9. Fiddymment Ranch Phase 2, Village F-9B - Notice of Completion

Memo from Construction Inspector Ignacio Vizcarra and Development Services Director Mike Isom recommending Council adopt RESOLUTION NO. 19-327 OF THE COUNCIL OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS FIDDYMENT RANCH PHASE 2, VILLAGE F-9B 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 roadway infrastructure work complete in accordance with the improvement plans and City specifications. This action has no impact to the City's General Fund. Construction costs were paid by the developer.

CC #: 0183

File #: 0400-04-09-1

CONTACT: Ignacio Vizcarra 916-774-5578 ivizcarra@roseville.ca.us

7.10. Economic Development Agreement and Expenditure of Membership Funds For FY2019-20

Memo from Economic Development Director Laura Matteoli recommending the City Council adopt RESOLUTION NO. 19-331 APPROVING AN ECONOMIC DEVELOPMENT AGREEMENT, BETWEEN THE GREATER

SACRAMENTO ECONOMIC COUNCIL AND THE CITY OF ROSEVILLE, 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 \$54,885.00 and for the Roseville Area Chamber of Commerce in the amount of \$40,000.00. Funding for these memberships was included in the Economic Development Department's FY2019-20 membership budget.

CC #: 0185

File #: 0110 & 0106 & 0106-01

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

7.11. Downtown Bridges and Trail Project - Professional Services Agreement Amendment

Memo from Senior Engineer Raul Cervantes and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 19-324 APPROVING A SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND THE HANNA GROUP, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Due to weather impacts and the contractor's change in construction sequence, staff from The Hanna Group and their materials testing subcontractor, RMA Group, had to spend more field time than initially budgeted. Accordingly, The Hanna Group has requested an increase of \$120,033.00 to the professional services agreement. This item also authorizes a construction change order authority of 12% of the construction contract price for change orders for the Downtown Bridges and Trail Project. There are sufficient funds in the project to cover the amendment amount and construction change order authority. No General Fund resources will be used.

CC #: 0179

File #: 0721-05

CONTACT: Raul R. Cervantes 916-746-1300 rcervantes@roseville.ca.us

7.12. City of Roseville Title VI Program, Public Participation Plan, and Language Assistance Plan

Memo from Transportation Analyst Eileen Bruggeman and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 19-326 APPROVING THE CITY OF ROSEVILLE TITLE VI PROGRAM, PUBLIC PARTICIPATION PLAN AND THE LIMITED ENGLISH PROFICIENCY LANGUAGE PLAN. The Roseville Transportation Commission recommends the City Council approve the updated Roseville Title VI Program, Public Participation Plan, and Language Assistance Plan for 2019 through 2022. As a recipient of federal funds through the Federal Transit Administration (FTA), Roseville Transit is required to prepare a Title VI Program in accordance with the current FTA guidelines and Title VI of the Civil Rights Act of 1964. There is no fiscal impact associated with this request. Implementation of these plans is already being performed by staff in continued compliance with federal requirements.

CC #: 0174

File #: 0721

CONTACT: Eileen Bruggeman 916-774-5449 ebruggeman@roseville.ca.us

7.13. Pleasant Grove Wastewater Treatment Plant Expansion and Energy Recovery Projects - Gas Extension Agreement, Installation of Special Facilities Agreement, and Elevated Delivery Pressure Letter

Memo from Senior Engineer Tracie Mueller and Environmental Utilities Director Richard Plecker recommending the City Council adopt RESOLUTION NO. 19-335 APPROVING A GAS AND ELECTRIC EXTENSION AGREEMENT, AGREEMENT FOR INSTALLATION OR ALLOCATION OF SPECIAL FACILITIES, AND A REGULATED PRESSURE LETTER, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THEM ON BEHALF OF THE CITY OF ROSVILLE. This item requests Council approval of the Pacific Gas & Electric (PG&E) Gas Extension and Special Facilities Installation Agreements, and Regulated Pressure Letter for the Pleasant Grove Wastewater Treatment Plant Expansion and Energy Recovery Projects and authorization for the City Manager to execute the two agreements and the letter on behalf of the City. The cost for the PG&E agreements is \$1,974,153.00. Funding for this PG&E work is provided under the capital improvement projects for the South Placer Wastewater Authority (SPWA). The SPWA approved project funding is sufficient to pay the anticipated total cost of the work.

CC #: 0189

File #: 0800-02

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

7.14. Pleasant Grove Wastewater Treatment Plant Energy Recovery Project - Grant Agreement Approval

Memo from Senior Engineer Tracie Mueller and Environmental Utilities Director Richard Plecker recommending the City Council adopt RESOLUTION NO. 19-334 APPROVING THE CALIFORNIA ENERGY COMMISSION GRANT AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND THE STATE OF CALIFORNIA, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff recommends that the City Council approve the California Energy Commission (CEC) Grant Agreement to allow the City to be eligible to receive \$3,000,000.00 in grant funds from the CEC's Alternative and Renewable Fuels and Vehicle Technology Program to help fund the Pleasant Grove Wastewater Treatment Plant Energy Recovery project.

CC #: 0188

File #: 0214 & 0800-02

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

7.15. Saugstad Park - Light Pole Construction and Lease Agreement Amendment

Memo from Assistant Information Technology Director Michael Sinor recommending the City Council adopt RESOLUTION NO. 19-336 APPROVING A SECOND AMENDMENT TO LIGHT POLE CONSTRUCTION AND LEASE AGREEMENT, BY AND BETWEEN THE

CITY OF ROSEVILLE AND THE T-MOBILE WEST TOWER LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. The second amendment extends the lease beyond the original term and provides options for the tenant to extend the lease for six additional terms, expiring on November 18, 2052. The City will receive a one-time payment of \$20,000.00 for execution of the second amendment. The monthly rent is currently \$1,916.00 and will continue to increase 3% per year. There will also be a one-time increase of 15% on November 19, 2022.

CC #: 0191

File #: 0708

CONTACT: Michael Sinor 916-774-5183 msinor@roseville.ca.us

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

7.16. Workers' Compensation Fund Plan Assessment - Budget Adjustment

Memo from Risk Manager David Rawe and Human Resources Director Stacey Peterson recommending the City Council adopt ORDINANCE NO. 6128 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2019-20 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff requests Council authorize a budget adjustment to appropriate \$381,620.00 from fund balance in the Workers' Compensation Fund to allow for payment of a plan assessment for the City's excess workers' compensation coverage through the Local Agency Workers' Compensation Excess Joint Powers Authority.

CC #: 0194

File #: 0201-01 & 0600

CONTACT: David Rawe 916-774-5207 drawe@roseville.ca.us

Reports / Requests

7.17. Sierra Vista - KV Sierra Vista, LLC Final Map

Memo from Assistant Engineer Kerry Andrews and Development Services Director Mike Isom recommending the City Council approve the Sierra Vista - KV Sierra Vista, LLC 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 4 large lots for future development and 1 public open space lot. The actions requested have no fiscal impact to the City's General Fund.

CC #: 0192

File #: 0400-07

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

Ceremonial Documents

7.18. Resolution of Commendation to Dianne Mangino

Dianne Mangino be commended for 21 years of outstanding service and dedication to the City of Roseville and wished a long, healthy, and enjoyable retirement.

CC #: 0190

File #: 0102-10

CONTACT: M. Bettencourt 916-774-5266 mbettencourt@roseville.ca.us

END OF CONSENT CALENDAR

8. RESOLUTIONS

8.1. Johnson Pool Reroof Project - Notice of Completion

Memo from Park Development Analyst Rjahja Canlas and Assistant City Manager Dion Louthan recommending the City Council adopt RESOLUTION NO. 19-323 ACCEPTING THE PUBLIC WORK KNOWN AS THE JOHNSON POOL REROOF PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING THE ASSISTANT CITY MANAGER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE. The Parks, Recreation & Libraries Department has made a final inspection of the Johnson Pool Reroofing project and has found that all contract work has been completed in accordance with the improvement plans and specifications. The project is now ready for acceptance. The project scope of work included repairs to the structural beams and roof of the lifeguard/restroom building at Johnson Pool. In accordance with City specifications, the contractor shall guarantee the installation of these improvements for a period of twelve (12) months from the date of this Notice of Completion. Funding for the project was approved in FY2017-18 using a grant from the Housing-Related Parks Program with the State of California's Department of Housing and Community Development. Maintenance for this facility is through the Parks, Recreation & Libraries Department operating budget. There will be no new General Fund impact.

CC #: 0178

File #: 0707

CONTACT: Rjahja Canlas 916-774-5342 rcanlas@roseville.ca.us

8.2. West Roseville Specific Plan Parcels F-55 and W-60a - Purchase and Sale Agreement for Property Exchange

Memo from Senior Planner Lauren Hocker and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 19-337 APPROVING A PURCHASE AND SALE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND WEST ROSEVILLE, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT AND ALL ESCROW RELATED DOCUMENTS ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 19-338 AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE PARCEL F-55 GRANT DEED ON BEHALF OF THE CITY OF

ROSEVILLE. This item will allow the City to enter into a Purchase Agreement to exchange 25.03 acres of City-owned property (Parcel F-55) for 25.20 acres of property owned by West Roseville, LLC (Parcel W-60a) in the West Roseville Specific Plan area of the City. The necessary entitlements and environmental review which would permit development of either property would be part of future City Council action. The Purchase Agreement does not commit the City to such action; the City retains its discretion as part of the normal public hearing process for entitlements. The City will both give and receive the same amount of money for the exchange (ten dollars), so there are no direct impacts to the General Fund as a result of this item.

CC #: 0193

File #: 0400-04-09-1 & 1002

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

9. DEPARTMENT UPDATES

9.1. Information Technology Vision and the FY2019-20 Information Technology Strategic Work Plan

Memo from Business Systems Analyst Morgan Flowers and Chief Information Officer Hong Sae with an informational item regarding the Information Technology 2020 Vision and the FY2019-20 Information Technology Strategic Work Plan.

CC #: 0177

File #: 0800-05

CONTACT: Morgan Flowers 916-774-5157 mflowers@roseville.ca.us

10. COUNCIL REPORTS/ PUBLIC COMMENTS

11. ADJOURNMENT



COUNCIL COMMUNICATION

CC #: 9277
File #: 0102-11

Title: Kathryn McClary Award
Contact: Eileen Bruggeman 916-774-5449 ebruggeman@roseville.ca.us

Meeting Date: 7/17/2019
Item #: 5.1.

RECOMMENDATION TO COUNCIL

Presentation of the Kathryn McClary Operator of the Year Award to Nathan Chambers, MV Transportation bus operator.

BACKGROUND

MV Transportation annually selects a bus operator of the year award for each of its work sites. MV has selected Nathan Chambers as their operator of the year.

FISCAL IMPACT

Not applicable.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

Not applicable.

Respectfully Submitted,

Mike Dour, Alternative Transportation Manager

Jason Skykowski, Public Works Director

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

Dominick Casey, City Manager



COUNCIL COMMUNICATION

CC #: 0187

File #: 0704-01 & 0201-01

Title: Pistachio Regional Park - Award of Contract and Budget Adjustment

Contact: Rjahja Canlas 916-774-5342 rcanlas@roseville.ca.us

Meeting Date: 7/17/2019

Item #: 7.1.

RECOMMENDATION TO COUNCIL

Staff recommends City Council adopt an ordinance to authorize a budget adjustment of \$4,005,288.00 from the West Roseville Citywide Park Fund (Fund 3304) to the Pistachio Regional Park Project (Project 400019), award the project to apparent low bidder, Sierra Valley Construction, Inc., adopt a resolution to authorize the City Manager to execute the agreement with Sierra Valley Construction, Inc. in the amount of \$6,544,900.00, and authorize staff to approve change order requests in an amount not to exceed 10% of the contract amount.

BACKGROUND

Pistachio Regional Park (formerly parksite F-56) is a 44-acre joint-use citywide park site located in the West Roseville area, adjacent to the new West Park High School. The Phase 1 project includes a baseball field, softball field, parking lot, walkways, landscape and irrigation. Additive alternatives also included in the project are paving the parking lot, constructing a restroom building and constructing a second softball field.

City Council approved the project plans and specifications at the April 3, 2019 meeting. Two bids were received and opened on June 10, 2019. The bid results and engineer's estimate are as follows:

<u>Bidder</u>	<u>Total Lump Sum Bid</u>
Marina Landscape	\$6,182,000.00
Sierra Valley Construction	\$6,544,900.00
Engineer's Estimate	\$6,928,873.00

Subsequent to the bid opening, staff received a letter from Marina Landscape requesting relief of their proposal due to an error in their bid. The error resulted in the proposal amount being \$500,000.00 lower than their intended price. The actual total should have been \$6,682,000.00. The City Attorney's Office has reviewed the letter and recommends that we grant Marina Landscape relief from their proposal. As such, the apparent low bidder is now Sierra Valley Construction.

Staff recommends award of the project to Sierra Valley Construction, Inc. in the amount of \$6,544,900.00 for the base bid and all additive alternatives. The project is anticipated to begin in late August and be open to the public spring of 2021.

CONTINGENCY

During the course of a construction project, it is common to encounter unanticipated or changed conditions in the field which necessitate additions or other changes to the project and the contract. For this project, staff requests authorization to approve change order requests in an amount not to exceed 10% of the contract price in accordance with the terms and conditions of the contract.

FISCAL IMPACT

Funding for the project was approved in FY2017-18 using funds from the West Roseville Citywide Park Fund. Staff requests Council authorize a budget adjustment in the amount of \$4,005,288.00 from the West Roseville Citywide Park Fund (Fund 3304) to the Pistachio Regional Park Project (Project 400019). Construction of the first phase of the park was advanced to coincide with the opening of the new West Park High School, where the proposed amenities are part of a joint use agreement. As such, the Roseville Joint Union High School District and Board have agreed to partner with the City by providing funds to offset maintenance for the first five years. Long term costs for maintenance will need to be provided through the General Fund.

ECONOMIC DEVELOPMENT / JOBS CREATED

Based on federal guidelines, there is one job created for every \$92,000.00 in direct government spending. Based on that guideline, this project is forecast to create 71 new jobs.

ENVIRONMENTAL REVIEW

Development of WRSP Park Site F-56 was originally evaluated in the project level West Roseville Specific Plan and EIR (2004) (SCH # 2002082057) and then later in the Addendum to West Roseville Specific Plan EIR: Pistachio Park (F-56) Project (SCH#2002082057) (June 2018). Because the Park F-56 project is consistent with the WRSP EIR Addendum, no new effects would be expected to occur and all applicable mitigation measures from the applicable prior EIR's will be implemented during the design and construction of the proposed project. As such, no additional environmental documentation is required.

Respectfully Submitted,

Rjahja Canlas, Park Development Analyst

Dion Louthan, Assistant City Manager



Dominick Casey, City Manager

ATTACHMENTS:

Description

Bid Summary Sheet

Resolution No. 19-333

Agreement.pdf

Ordinance No. 6127

Budget Adjustment



BID SUMMARY SHEET

DATE: June 10, 2019

TIME: 3:05 PM

BID OPENING FOR:

Pistachio Park Project

BID BOND REQUIRED: YES

Bidders Name City, State	Bid Bond	Addendum1	Addendum2	Addendum3	Lump Sum Total
Marina Orange, CA	YES	YES	YES	YES	\$ 6,182,000.00
Sierra Valley Construction Lincoln, CA	YES	YES	YES	YES	\$ 6,544,900.00

Please Sign-In

Staff	Visitors (Name & Company)	Visitors (Name & Company)
<u>[Signature]</u>	<u>EVERETT BOUTHERS / MARINA LANDSCAPE</u>	
<u>[Signature]</u>	<u>LUS ALMANZA / Marina Landscape</u>	
<u>[Signature]</u>	<u>Sharon Canzler / Sierra Valley</u>	

RESOLUTION NO. 19-333

APPROVING AN AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND SIERRA VALLEY CONSTRUCTION, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, an agreement for the Pistachio Regional Park Project, by and between the City of Roseville and Sierra Valley Construction, Inc., has been reviewed by the City Council; and

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

BE IT FURTHER RESOLVED that the City Manager or his designee is authorized to approve change orders for the project, consistent with the contract terms, provided that the net cost of all change orders shall not exceed ten percent (10%) of the contract price.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

A G R E E M E N T

THIS AGREEMENT, is made and entered into this ____ day of _____, 20____, by and between the City of Roseville, a municipal corporation, ("CITY"), and Sierra Valley Construction, Inc., a California Corporation, ("CONTRACTOR"); and

W I T N E S E T H:

WHEREAS, the City Council of the CITY, at a meeting held on the 3rd day of April, 2019, approved plans and specifications for the Pistachio Regional Park and directed the City Clerk to advertise for sealed proposals for doing said work and providing that bids be submitted on the 10th day of June, 2019; and

WHEREAS, the City Clerk, thereafter duly and regularly caused a notice to be published in the manner and for the time prescribed by law; and

WHEREAS, CONTRACTOR, pursuant to the provisions of said notice duly filed a bid with the City Clerk, a true copy of which bid is now on file in the office of the City Clerk, and is hereby referred to and by this reference made a part hereof as fully as if set forth at length herein; and

WHEREAS, all bids received pursuant to said notice were opened and examined and publicly declared at the time specified in said advertisement for bids and at a meeting of the City Council held on the ____ day of _____, 20____, the Council found and

declared the bid of CONTRACTOR to be the lowest responsible bid and thereupon awarded a contract to CONTRACTOR to do the work referred to in the aforementioned specifications.

NOW, THEREFORE, the parties agree as follows:

1. THE WORK. CONTRACTOR agrees:

a. To do the work and furnish all the labor, materials, tools, supplies, equipment, superintendence, insurance, and bonds required for the _____
Pistachio Regional Park

in accordance with the Contract Documents (the Work).

b. To do and perform the Work contemplated hereby in a good and workmanlike manner under the direction of and to the satisfaction of the Director of Public Works of the City of Roseville.

2. PAYMENT. CITY shall pay CONTRACTOR six million five hundred
forty four thousand nine hundred and 00/100 dollars (\$6,544,900.00) for the Work to be done under this Agreement in accordance with the Contract Documents.

3. CONTRACT DOCUMENTS. The complete Agreement between the parties hereto consists of the following documents:

- a. The advertisement for bids (including the notice to bidders, instructions to bidders and proposals);
- b. The accepted bid;
- c. Plans and specifications (including general conditions, supplemental conditions, special provisions and construction details);
- d. Bonds and insurance required by the specifications; and

e. This contract.

All documents specified above are intended to operate so that any work called for in any one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all said documents.

4. LIQUIDATED DAMAGES. In the event CONTRACTOR does not complete the Work within the time specified, CONTRACTOR agrees that CITY will suffer damages. Inasmuch as the actual damages which would result from such breach by CONTRACTOR under this Agreement are uncertain, and would be impractical or extremely difficult to fix, CONTRACTOR agrees that it shall pay, or CITY shall deduct from CONTRACTOR's fee, the amount of \$ 800.00 per day as liquidated damages, in the event of such delay.

5. TIME OF COMPLETION. Time is of the essence of this Agreement. CONTRACTOR shall complete all Work under the Contract Documents within 140 Days of the date of this Contract. CONTRACTOR shall begin work by the date specified in the "Notice to Proceed" letter and shall diligently prosecute all of the Work under this Contract in all parts and requirements as defined in the Contract Documents.

6. SERVICE OF NOTICE. Any notice required or permitted to be given under this Agreement shall be deemed given when (a) personally delivered to the recipient identified below; (b) mailed by registered or certified mail, return receipt requested, postage pre-paid, to the address specified below; or (c) sent by facsimile, with confirmation of receipt, to the facsimile number identified below.

CITY OF ROSEVILLE

Dion Louthan
Assistant City Manager
316 Vernon Street, Suite 400
Roseville, CA 95678

CONTRACTOR

Sierra Valley Construction, Inc.
2723 Penny Lane
Lincoln, CA 95648

CITY may also act through either its architect or construction manager if CITY expressly gives notice to CONTRACTOR, in writing, that CITY's designee has authority to act for CITY in a specific capacity.

7. DISPUTES. Disputes arising from this Agreement will be determined in accordance with the Contract Documents and Public Contract Code Sections 10240-10240.13.

8. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

9. INDEPENDENT CONTRACTOR. CONTRACTOR shall act as an independent contractor, and covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of CITY by reason of this Agreement.

10. SUCCESSORS IN INTEREST. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.

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

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

13. 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.

14. CONTRACTORS LICENSE LAW. CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE

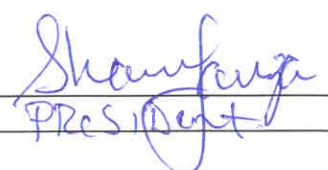
BOARD WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A PATENT ACT OR OMISSION IS FILED WITHIN FOUR (4) YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISISON PERTAINING TO STRUCUTRAL DEFECTS MUST BE FILED WITHIN TEN (10) YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, P.O. BOX 26000, SACRAMENTO, CALIFORNIA 95826.

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

CITY OF ROSEVILLE, a
municipal corporation

Sierra Valley Construction, Inc. , a
California Corporation

BY: _____
DOMINICK CASEY
Acting City Manager

BY: 
its: _____
PRESIDENT

and

ATTEST:

BY: _____
its: _____

BY: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY:  _____

Print Name: Dion Louthan

Title: Assistant City Manager

ORDINANCE NO. 6127

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE 2019-20
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 2019-20, is hereby amended by transferring appropriation to and from the activities indicated below:

Appropriate funds for the Pistachio Regional Park project, at the request of the Parks, Recreation & Libraries Department, as listed on the attached Request for Budget Adjustment in the amount of \$4,005,288.00.

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 _____, 2019, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT

REQUESTER NAME & TITLE: Tara Gee/Park Planning & Development Superintendent

DEPARTMENT/DIVISION: Parks, Recreation & Libraries/Park Planning

FISCAL YEAR: FY2019-20

COUNCIL DATE (if applicable): 7/17/2019 ORDINANCE: _____

ACCOUNT STRING				BUDGET (\$)	ACCOUNT NAME & DESCRIPTION
Fund	Account	Center	Project	Adjustment	
3304	6541	84001	400019	4,005,288	Capital Outlay - Building: Phase I of Pistachio Park from Citywide Park - West Roseville Specific Plan (WRSP) Fund
3304				(4,005,288)	Decrease fund balance in Citywide Park - WRSP Fund
				-	
				-	
				-	
				-	
SUBTOTAL				-	
				-	
				-	
				-	
				-	
				-	
SUBTOTAL				-	
				-	
				-	
				-	
				-	
				-	
SUBTOTAL				-	
				-	
				-	
				-	
				-	
				-	
SUBTOTAL				-	

Justification for Budget Adjustment:

To increase the budget in the Pistachio Regional Park project (40019) by \$4,005,288 for Phase I of development. Adequate resources are available in the WRSP Fund to fund the recommended budget adjustment.

Kathy Cullen	6/17/19	<i>Kathy Cullen</i>	6/17/19
PREPARED BY (PRINTED NAME)	DATE	PREPARED BY SIGNATURE	DATE
<i>[Signature]</i>	6/17/19	<i>[Signature]</i>	6/20/19
REQUESTING DEPARTMENT HEAD / DESIGNEE	DATE	BUDGET MANAGER / DESIGNEE	DATE
<i>[Signature]</i>	6/20/19		
CHIEF FINANCIAL OFFICER / DESIGNEE	DATE	CITY MANAGER / DESIGNEE	DATE
BUDGET DEPARTMENT USE ONLY:			
POSTED BY	DATE		



COUNCIL COMMUNICATION

CC #: 0184
File #: 0721-05

Title: Maidu Park Bike Trail Reconstruction and Resurfacing Project Phase 1 - Award of Contract
Contact: Cathy Gosalvez 916-746-1300 cgosalvez@roseville.ca.us

Meeting Date: 7/17/2019
Item #: 7.2.

RECOMMENDATION TO COUNCIL

Staff recommends the City Council award the Maidu Park Bike Trail Reconstruction and Resurfacing Project Phase 1 to the lowest responsive bidder, Sierra Asphalt Inc., and adopt a resolution authorizing the City Manager to execute the agreement and provide a change order authority of 15% of the contract amount.

BACKGROUND

The Maidu Park Bike Trail Reconstruction and Resurfacing Project will provide much needed maintenance for the paved trail located along the perimeter of Maidu Regional Park and the various interior trails that connect the Park's facilities with Maidu Elementary School and the Maidu Museum and Historical Site.

The City Council approved the plans and specifications for the project at their April 17, 2019 meeting. The bid opening was held on May 13, 2019 and a total of three bids were received.

The engineer's estimate and bids are as follows:

Central Valley Engineering & Asphalt, Inc.	\$162,909.00
Sierra Asphalt Inc.	\$178,000.00
Anthem Builders	\$255,910.00

Engineer's Estimate	\$215,000.00
---------------------	--------------

The low bid from Central Valley Engineering and Asphalt was deemed non-responsive because it did not meet the requirement in the project specification that states the prime contractor shall perform work equaling at least 50 percent of the value of the original bid. As a result, the originally second lowest bidder, Sierra Asphalt Inc., is now the lowest responsive bidder.

Construction of the project will occur in two phases: Phase 1 consists of patching several sections of asphalt trail and an application of a Type 1 slurry seal treatment over a majority of the existing

trail. Phase 2, to be constructed in a future year, includes the removal and reconstruction of approximately 4,600 linear feet of trail along McLaren Drive, and the removal and reconstruction of pedestrian access ramps to meet current Americans with Disabilities Act (ADA) regulations.

Construction of the Phase 1 maintenance project is anticipated to start in the summer of 2019 and be complete in the fall of 2019.

Public Outreach

Public Works staff will be working with the Public Works Marketing & Communications Analyst to develop a public outreach campaign to keep the community informed of the project's progress and traffic impacts during the construction phase of the project. This includes disseminating project information on the City's web page, traffic alerts, and social media.

FISCAL IMPACT

Funding for the project was previously budgeted and approved by the Council and will be entirely funded with local transportation funds. No General Fund resources will be used for this project.

ECONOMIC DEVELOPMENT / JOBS CREATED

Federal guidelines suggest that there is one job created for every \$92,000.00 in direct government spending. Based on that figure, this project will create approximately 2 jobs.

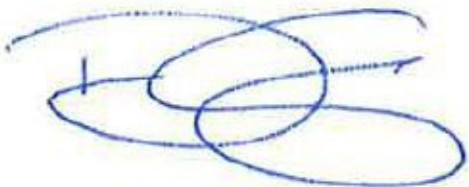
ENVIRONMENTAL REVIEW

The proposed project involves the maintenance, and replacement of an existing facility. This activity is categorically exempt from CEQA under both Class 1 and Class 2 Exemptions (State CEQA Guidelines Section 15301 and 15302). The Exemption has been prepared and no further CEQA action is required.

Respectfully Submitted,

Cathy Gosalvez, Assistant Engineer

Jason Shykowski, Public Works Director



Dominick Casey, City Manager

ATTACHMENTS:

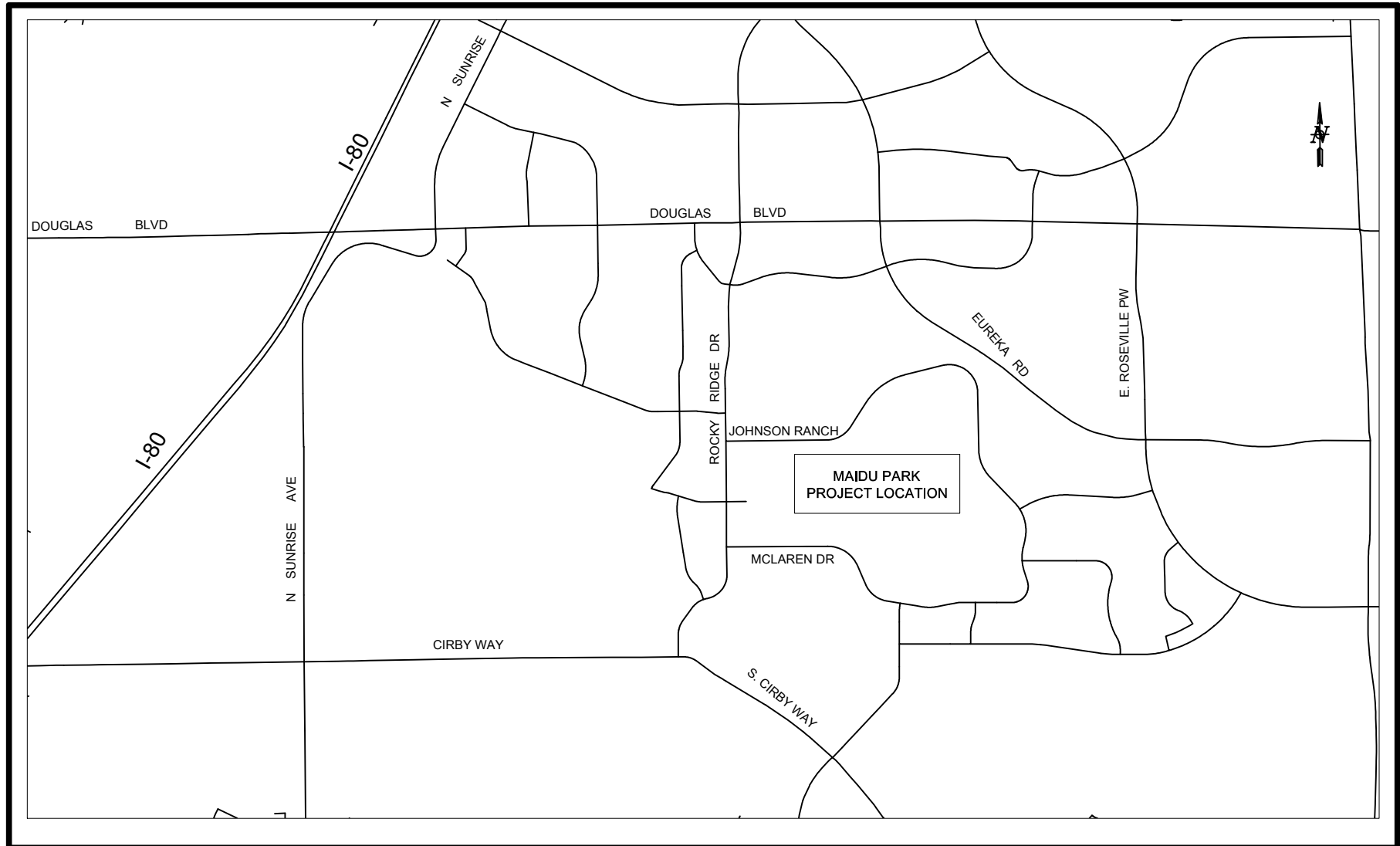
Description

Location Map

Resolution No. 19-330

Agreement

EXHIBIT A



DEPARTMENT OF PUBLIC WORKS

ENGINEERING

TITLE: MAIDU PARK BIKE TRAIL RECONSTRUCTION AND RESURFACING PROJECT

DESIGNED: C.GOSALVEZ

DATE: 3/7/19

DRAWN: C.GOSALVEZ

SCALE: NOT TO SCALE

CHECKED:

FILE NO.

RESOLUTION NO. 19-330

APPROVING AN AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND SIERRA ASPHALT, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, an agreement for the Maidu Park Bike Trail Reconstruction and Resurfacing Project Phase 1, by and between the City of Roseville and Sierra Asphalt, Inc., has been reviewed by the City Council; and

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

BE IT FURTHER RESOLVED that the City Manager or his designee is authorized to approve change orders for the project, consistent with the contract terms, provided that the net cost of all change orders shall not exceed fifteen percent (15%) of the contract price.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

A G R E E M E N T

THIS AGREEMENT, is made and entered into this ____ day of _____,
20____, by and between the City of Roseville, a municipal corporation, ("CITY"), and
Sierra Asphalt, Inc., a California Corporation,
("CONTRACTOR"); and

W I T N E S S E T H:

WHEREAS, the City Council of the CITY, at a meeting held on the 17th day of
April, 2019, approved plans and specifications for the Maidu Park Bike
Trail Reconstruction and Resurfacing Project Phase 1
and directed the City Clerk to advertise for sealed proposals for doing said work and providing
that bids be submitted on the 13 day of May, 2019; and

WHEREAS, the City Clerk, thereafter duly and regularly caused a notice to be published
in the manner and for the time prescribed by law; and

WHEREAS, CONTRACTOR, pursuant to the provisions of said notice duly filed a bid
with the City Clerk, a true copy of which bid is now on file in the office of the City Clerk, and is
hereby referred to and by this reference made a part hereof as fully as if set forth at length herein;
and

WHEREAS, all bids received pursuant to said notice were opened and examined and
publicly declared at the time specified in said advertisement for bids and at a meeting of the City
Council held on the ____ day of _____, 20____, the Council found and

declared the bid of CONTRACTOR to be the lowest responsible bid and thereupon awarded a contract to CONTRACTOR to do the work referred to in the aforementioned specifications.

NOW, THEREFORE, the parties agree as follows:

1. THE WORK. CONTRACTOR agrees:

a. To do the work and furnish all the labor, materials, tools, supplies, equipment, superintendence, insurance, and bonds required for the Maidu Park Bike Trail Reconstruction and Resurfacing Project Phase 1

in accordance with the Contract Documents (the Work).

b. To do and perform the Work contemplated hereby in a good and workmanlike manner under the direction of and to the satisfaction of the Director of Public Works of the City of Roseville.

2. PAYMENT. CITY shall pay CONTRACTOR one hundred seventy-eight thousand and 00/100 dollars (\$ 178,000.00) for the Work to be done under this Agreement in accordance with the Contract Documents.

3. CONTRACT DOCUMENTS. The complete Agreement between the parties hereto consists of the following documents:

- a. The advertisement for bids (including the notice to bidders, instructions to bidders and proposals);
- b. The accepted bid;
- c. Plans and specifications (including standard construction specifications, special provisions and construction details);
- d. Bonds and insurance required by the specifications; and

e. This contract.

All documents specified above are intended to operate so that any work called for in any one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all said documents.

4. LIQUIDATED DAMAGES. In the event CONTRACTOR does not complete the Work within the time specified, CONTRACTOR agrees that CITY will suffer damages. Inasmuch as the actual damages which would result from such breach by CONTRACTOR under this Agreement are uncertain, and would be impractical or extremely difficult to fix, CONTRACTOR agrees that it shall pay, or CITY shall deduct from CONTRACTOR's fee, the amount of \$ 1,900.00 per day as liquidated damages, in the event of such delay.

5. TIME OF COMPLETION. Time is of the essence of this Agreement. CONTRACTOR shall complete all Work under the Contract Documents within 20 Days of the date of this Contract. CONTRACTOR shall begin work by the date specified in the "Notice to Proceed" letter and shall diligently prosecute all of the Work under this Contract in all parts and requirements as defined in the Contract Documents.

6. SERVICE OF NOTICE. Any notice required or permitted to be given under this Agreement shall be deemed given when (a) personally delivered to the recipient identified below; (b) mailed by registered or certified mail, return receipt requested, postage pre-paid, to the address specified below; or (c) sent by facsimile, with confirmation of receipt, to the facsimile number identified below.

CITY OF ROSEVILLE

Department of Public Works/Engineering
311 Vernon Street
Roseville, CA 95678

CONTRACTOR

Sierra Asphalt, Inc.
3755 Omec Circle
Unit 2
Rancho Cordova, CA 95742

CITY may also act through either its architect or construction manager if CITY expressly gives notice to CONTRACTOR, in writing, that CITY's designee has authority to act for CITY in a specific capacity.

7. DISPUTES. Disputes arising from this Agreement will be determined in accordance with the Contract Documents and Public Contract Code Sections 10240-10240.13.

8. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

9. INDEPENDENT CONTRACTOR. CONTRACTOR shall act as an independent contractor, and covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of CITY by reason of this Agreement.

10. SUCCESSORS IN INTEREST. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.

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

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

13. 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.

14. CONTRACTORS LICENSE LAW. CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A PATENT ACT OR OMISSION IS FILED WITHIN FOUR (4) YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISISON PERTAINING TO STRUCUTRAL DEFECTS MUST BE FILED WITHIN TEN (10) YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, P.O. BOX 26000, SACRAMENTO, CALIFORNIA 95826.

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

CITY OF ROSEVILLE, a
municipal corporation

BY: _____
DOMINICK CASEY
City Manager

SIERRA ASPHALT, INC. _____, a
California Corporation

BY:  _____
its: _ Vice-President
and

ATTEST:

BY: _____
its: _____

BY: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY:  _____
Print Name: Jason Shykowski

Title: Acting Public Works Director



COUNCIL COMMUNICATION

CC #: 0176
File #: 0203-12

Title: Defibrillator EKG Monitor Maintenance - Service Agreement
Contact: David Dolson 916-774-5807 ddolson@roseville.ca.us

Meeting Date: 7/17/2019
Item #: 7.3.

RECOMMENDATION TO COUNCIL

The Fire Department recommends Council adopt a resolution to approve a \$83,664.00 sole source service agreement for maintenance on LifePak15 and LifePak1000 defibrillators by Physio-Control and authorize the City Manager to execute it.

BACKGROUND

The defibrillators are designed to help Fire Department paramedics meet required protocols, EMS delivery systems, and AHA Guidelines. They expand to allow for advances in communication as well as to accommodate clinical parameters as soon as they are introduced. Defibrillators help the Fire Department effectively respond to sick and injured patients no matter the situation.

The service agreement will allow Physio-Control the ability to provide regular maintenance to the Roseville Fire Department's existing Physio-Control EKG/Defibrillator monitors (LifePak15) and Automated External Defibrillators (LifePak1000).

The LifePak15 and LifePak1000 defibrillators are required to receive periodic preventive maintenance and testing such as electrical safety tests, performance inspection, and required calibration are to be performed regularly by qualified Physio-Control service technicians. Physio-Control is the sole source provider authorized for maintenance services for this crucial equipment in the United States.

The Fire Department will also receive a 15% discount on accessories and all electrodes.

FISCAL IMPACT

The total estimated cost of this four-year contract is \$83,664.00. Funding for the agreement is included in the Fire Department's annual budget and will be paid over four fiscal year budget cycles (FY2019-20 \$22,941, FY2020-21 \$20,241, FY2021-22 \$20,241, and FY2022-23

\$20,241).

ECONOMIC DEVELOPMENT / JOBS CREATED

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 §20165 and CEQA State Guidelines §15060(c)(3) and §15378. The purchase for defibrillator maintenance meets the above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

David Dolson, Division Chief

Rick Bartee, Fire Chief

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

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 19-322

Service Agreement

RESOLUTION NO. 19-322

APPROVING A SERVICE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND
PHYSIO-CONTROL, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT
ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a service agreement (S2008068) for technical support, annual preventative maintenance and inspection services for LifePak15 and LifePak1000 defibrillators, between the City of Roseville and Physio-Control, Inc., has been reviewed by the Council;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said service 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 _____, 2019, by the following vote on roll call:

AYES COUNCILMEMBERS:

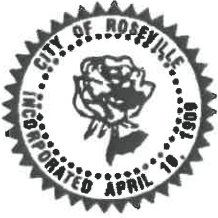
NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



PURCHASING
CITY OF ROSEVILLE

2005 HILLTOP CIRCLE, ROSEVILLE, CA 95747
(916) 774-5720 • TDD (916) 774-5220 • FAX (916) 774-5736

SERVICE AGREEMENT

SERVICE AGREEMENT

No: **S2008068**

SERVICE LOCATION: AS DIRECTED

REQ. NO.: RENEWAL DATE: 5/28/19

SUBMIT ALL INVOICES TO:

CITY OF ROSEVILLE
Finance Department
311 Vernon Street
Roseville, CA 95678

Contractor No.: V36164
Telephone No.: 800-442-1142 Fax: 800-772-3340
Email address: PHIL.HOWARD@STRYKER.COM
Contractor: PHYSIO-CONTROL, INC.
ATTN: PHIL HOWARD
11811 WILLOWS ROAD NE
REDMOND, WA 98052

Department: FIRE

Acct. Code: 06021-5230/660014-20

Buyer: TIFFANY VALDEZ
Phone: 916-774-5708

Start Date	Terms	Completion Date	Insurance Limits	Contact
8/1/19	NET 30	9/30/23	Approved by Risk Mgt.	KATRINA ROSTAM

The contractor shall furnish all labor, equipment and materials necessary to accomplish the following:
PROVIDE TECHNICAL SUPPORT, ANNUAL PREVENTATIVE MAINTENANCE AND INSPECTION SERVICES IN ACCORDANCE
WITH THE ATTACHED PHYSIO CONTROL, INC. SERVICE PLAN QUOTES #00163298 DATED 2/19/19 AND #00170167 DATED
4/4/19.

PLEASE CONTACT KATRINA ROSTAM AT 916-774-5848 FOR QUESTIONS REGARDING THIS AGREEMENT.

Total Cost of Service: \$ **83,664.00**

ATTENTION: Total cost of service not to exceed the agreement amount without prior approval of the Purchasing Office.

The Contractor named hereon by the acceptance of this order agrees to the provisions of this document titled "Service Agreement" and Attachment "A".

Roseville Business License No.: _____ Contractor License No.: _____ DIR Registration No.: _____

☐ SOLE PROPRIETOR

☐ PARTNERSHIP

☒ CORPORATION

CONTRACTOR: _____

SIGNATURE

PRINT NAME

TITLE

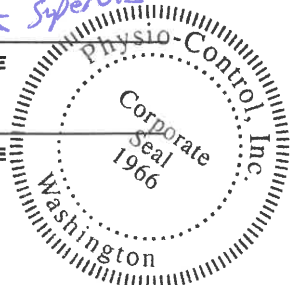
CONTRACTOR: _____

SIGNATURE

PRINT NAME

TITLE

By: _____
Dominick Casey, City Manager
CITY OF ROSEVILLE, A MUNICIPAL CORPORATION





COUNCIL COMMUNICATION

CC #: 0180

File #: 0900-07 & 0201-01

Title: Maidu Library Dry Rot Repair (RFQ 10-3222) - Service Agreement and Budget Adjustment
Contact: Tiffany Valdez 916-774-5708 tvaldez@roseville.ca.us

Meeting Date: 7/17/2019

Item #: 7.4.

RECOMMENDATION TO COUNCIL

Recommend City Council adopt a resolution to approve a service agreement with RBH Construction, Inc. for the materials and labor to complete dry rot repairs at the Maidu Library and authorize the City Manager to execute it. Additionally, staff requests authorization for the City Manager or his designee to approve change order requests for this project up to 10% (\$4,180.40) as a construction contingency, for a grand total of \$45,984.40.

Recommend City Council adopt an ordinance approving a budget adjustment of \$55,000.00 to transfer available resources in the Facility Rehabilitation Fund to the Maidu Library Dry Rot Repair CIP.

BACKGROUND

The architectural design of the Maidu Library building has left the rafter tails exposed to the elements. Over time these rafter tails have begun to rot and decompose. Preventative and corrective measures must be taken to remove the rafter tails and stop the dry rot from spreading to structural aspects of the roof system.

A formal bid was issued with the following vendor responses:

<u>Bidder</u>	<u>Lump Sum Total</u>
RBH Construction, Inc. Folsom, CA	\$41,804.00
Joe Anderson Construction Roseville, CA	\$47,742.00
Nolen Construction Loomis, CA	\$55,555.55

Bullard, Inc. Citrus Heights, CA	\$60,617.00
Pro Ex Construction Rancho Cordova, CA	\$99,950.00

FISCAL IMPACT

The cost of the agreement is \$41,804.00. Change orders issued as a construction contingency on an as-needed basis, up to 10% (\$4,180.40), would bring the total contract amount to \$45,984.40. Funding for the budget adjustment to cover the construction contract, as well as internal staff and other costs, is from available resources in the Facility Rehabilitation Fund.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

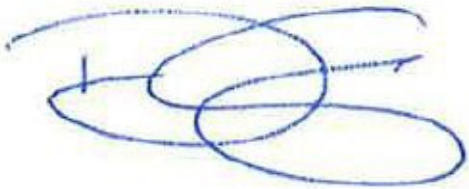
ENVIRONMENTAL REVIEW

The proposed project involves the minor alteration of existing facility. This activity is categorically exempt from the California Environmental Quality Act (CEQA) as a Class 1 Exemption (State CEQA Guidelines Section 15301). The Exemption has been prepared and no further CEQA action is required.

Respectfully Submitted,

Tiffany Valdez, Buyer

Dennis Kauffman, Chief Financial Officer



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 19-325

Service Agreement

Ordinance No. 6126

Budget Adjustment

RESOLUTION NO. 19-325

APPROVING A SERVICE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND
RBH CONSTRUCTION INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE
IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a service agreement (S1908244) for removal and repair of dry rot to the exterior of the Maidu Library, between the City of Roseville and RBH Construction Inc., has been reviewed by the Council;

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

BE IT FURTHER RESOLVED that the City Manager or his designee is authorized to approve change orders for the project, consistent with the contract terms, provided that the net cost of all change orders shall not exceed ten percent (10%) of the contract price.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2019, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



PURCHASING
CITY OF ROSEVILLE

2005 HILLTOP CIRCLE, ROSEVILLE, CA 95747
(916) 774-5720 • TDD (916) 774-5220 • FAX (916) 774-5736

SERVICE AGREEMENT

SERVICE AGREEMENT

No: **S1908244**

SERVICE LOCATION: MAIDU LIBRARY
1530 MAIDU DRIVE
ROSEVILLE, CA 95661

REQ. NO.: R1902897 DATE: 5/23/19

SUBMIT ALL INVOICES TO:
CITY OF ROSEVILLE
Finance Department
311 Vernon Street
Roseville, CA 95678

Contractor No.: V42055
Telephone No.: 916-988-7710 Fax:
Email address: ADMIN@RBHCONSTRUCTION.NET
Contractor: RICHARD HARTMAN
RBH CONSTRUCTION INC.
ATTN: RICHARD HARTMAN
2795 E. BIDWELL STREET
SUITE 100-190
FOLSOM, CA 95630

Department: PUBLIC WORKS-BLDG. MAINT.

Acct. Code: 91026-5100

Buyer: TIFFANY VALDEZ
Phone: 916-774-5708

Start Date	Terms	Completion Date	Insurance Limits	Contact
EXECUTED AGREEMENT	NET 30	12/31/19	Approved by Risk Mgt.	CHARLIE FRALICK

The contractor shall furnish all labor, equipment and materials necessary to accomplish the following:
SHALL REMOVE AND REPAIR DRY ROT TO THE EXTERIOR OF THE MAIDU LIBRARY IN ACCORDANCE WITH ALL SPECIFICATIONS, ATTACHMENTS, TERMS AND CONDITIONS PER RFQ 10-3222 MAIDU LIBRARY DRY ROT REPAIR (WHICH IS INCORPORATED HEREIN BY REFERENCE).

PLEASE CONTACT CHARLIE FRALICK AT 916-774-5706 FOR QUESTIONS REGARDING THIS AGREEMENT.

Total Cost of Service: \$ **41,804.00**

ATTENTION: Total cost of service not to exceed the agreement amount without prior approval of the Purchasing Office.

The Contractor named hereon by the acceptance of this order agrees to the provisions of this document titled "Service Agreement" and Attachment "A".

Roseville Business License No.: _____ Contractor License No.: 951053 DIR Registration No.: 1000035473

☐ SOLE PROPRIETOR

☐ PARTNERSHIP

☒ CORPORATION

CONTRACTOR: [Signature] RICHARD B HARTMAN PRESIDENT

SIGNATURE

PRINT NAME

TITLE

CONTRACTOR: [Signature] RICHARD B HARTMAN SECRETARY

SIGNATURE

PRINT NAME

TITLE

By: _____
Dominick Casey, City Manager
CITY OF ROSEVILLE, A MUNICIPAL CORPORATION

ORDINANCE NO. 6126

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE 2019-20
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 2019-20, is hereby amended by transferring appropriation to and from the activities indicated below:

Appropriate funds for removal and repair of dry rot at Maidu Library, per request of the Public Works Department, as listed on the attached Request for Budget Adjustment in the amount of \$55,000.00.

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 _____, 2019, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

REQUEST FOR BUDGET ADJUSTMENT

REQUESTER NAME & TITLE: Charlie Fralick / Project Coordinator

DEPARTMENT/DIVISION: Public Works - FacilitiesFISCAL YEAR: FY2019-20

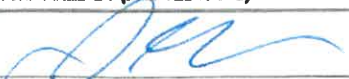
COUNCIL DATE (if applicable): 7/17/2019

ORDINANCE:

ACCOUNT STRING				BUDGET (\$)	ACCOUNT NAME & DESCRIPTION
Fund	Account	Center	Project	Adjustment	
4065	5411	62530		55,000	Maidu Library Dry Rot Repair
4065				(55,000)	reduce fund balance of Facilities Rehabilitation Fund
				-	
				-	
				-	
				-	
SUBTOTAL				-	
				-	
				-	
				-	
				-	
				-	
				-	
SUBTOTAL				-	
				-	
				-	
				-	
				-	
				-	
SUBTOTAL				-	

Justification for Budget Adjustment:

This budget adjustment is needed to repair dry rot damage at Maidu Library. The architectural design of the Maidu Library building has left the rafter tails exposed to the elements. Over time these rafter tails have begun to rot and decompose. Preventative and corrective measures must be taken to remove the rafter tails and stop the dry rot from spreading to structural aspects of the roof system.

Charlie Fralick		6/17/2019			
PREPARED BY (PRINTED NAME)		DATE		PREPARED BY SIGNATURE	
		REQUIRED APPROVALS:			
REQUESTING DEPARTMENT HEAD / DESIGNEE		DATE		BUDGET MANAGER / DESIGNEE	
		DATE		CITY MANAGER / DESIGNEE	
CHIEF FINANCIAL OFFICER / DESIGNEE		DATE		DATE	
BUDGET DEPARTMENT USE ONLY:					
POSTED BY		DATE			



COUNCIL COMMUNICATION

CC #: 0186
File #: 0203-04

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

Meeting Date: 7/17/2019
Item #: 7.5.

RECOMMENDATION TO COUNCIL

Recommend 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 005489 which expires September 30, 2021.

Staff requests authorization to continue renewing the purchase order without further Council approvals until the contract expires or until City staff determines that continuing with the same vendor is not in the City's best interest.

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 FY2019-20 is \$210,000.00. Funding is included in each department's FY2019-20 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: FY2020-21, \$231,000.00, FY2021-22 is \$63,525.00.

ECONOMIC DEVELOPMENT / JOBS CREATED

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 §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.

Respectfully Submitted,

Becky Philipp, Buyer

Dennis Kauffman, Chief Financial Officer



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 19-332

RESOLUTION NO. 19-332

APPROVING A PURCHASE ORDER FOR
OFFICE SUPPLIES

WHEREAS, a purchase order for 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 one (1) optional one (1) year renewal and one (1) optional three (3) month renewal of the purchase order, provided that the applicable budget is approved by the City Council each year, 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 _____, 2019, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



COUNCIL COMMUNICATION

CC #: 0175

File #: 0400-04-09-1

Title: Fiddymment Ranch Phase 2, 2H Backbone - Notice of Completion

Contact: Ignacio Vizcarra 916-774-5578 ivizcarra@roseville.ca.us

Meeting Date: 7/17/2019

Item #: 7.6.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt the attached resolution accepting Fiddymment Ranch Phase 2, 2H Backbone, CWJ # 170087, 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.

ECONOMIC DEVELOPMENT / JOBS CREATED

Accepting the project as complete will not directly create jobs but rather maintain current employee levels of the developer until such a time the project is fully built out.

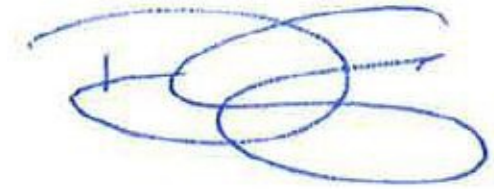
ENVIRONMENTAL REVIEW

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 Fiddymment Ranch Phase 2, 2H Backbone project, meets the above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Ignacio Vizcarra, Construction inspector

Mike Isom, Development Services Director

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

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 19-321

Notice of Completion

Exhibit A - Vicinity map FiddymmentPh2-2H-Backbone

Fiddymment Ranch Phase 2A Final map

RESOLUTION NO. 19-321

RESOLUTION OF THE COUNCIL OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS Fiddymment Ranch Phase 2, 2H Backbone PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING A PORTION OF THOSE RESPECTIVE DEDICATIONS OFFERED ON THE RECORDED MAP OF THE "Fiddymment Ranch Phase 2, 2H Backbone."

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 Fiddymment Ranch Phase 2, 2H Backbone 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 DD of Maps, Page 88 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 _____, 20____, 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

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)

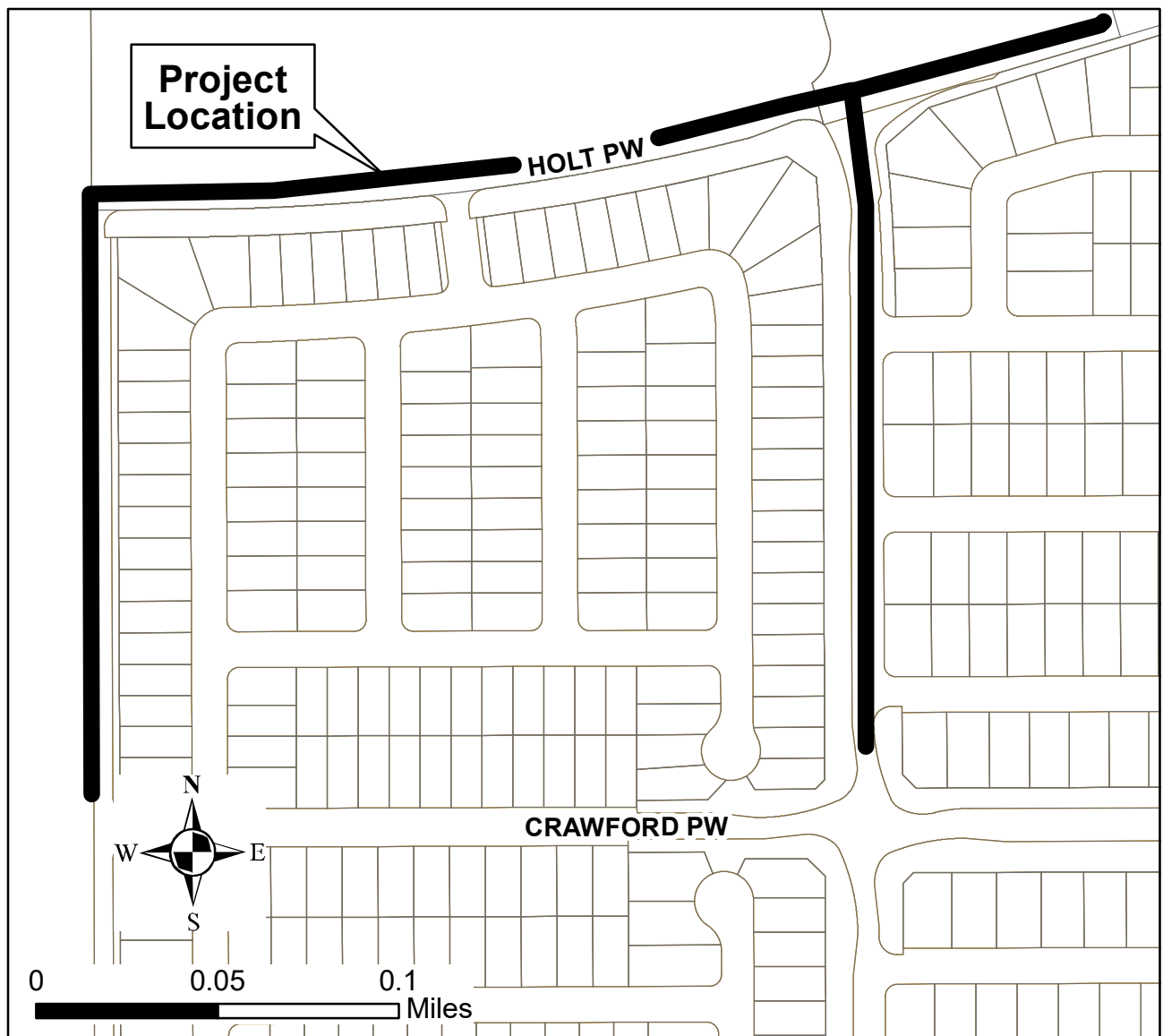
Subscribed and sworn to (or affirmed) before
me on this _____ day of _____,
20____, (1) _____
(and (2) _____),
proved to me on the basis of satisfactory
evidence to be the person(s) who appeared
before me.

Place Notary Seal Above

Signature of Notary Public

EXHIBIT A

City of Roseville Fiddymment Ranch Phase 2 2H Backbone



FINAL MAP OF
FIDDYMENT RANCH PHASE 2A

LARGE LOT SUBDIVISION
WEST ROSEVILLE SPECIFIC PLAN PARCELS F-7, F-8C, F-8D,
F-9B, F-9C, F-9D, F-11A, F-12, F-13A & F-13B3
SUBDIVISION NO. PL-0364

BEING THE DESIGNATED REMAINDER OF THAT CERTAIN FINAL MAP
ENTITLED "FIDDYMENT RANCH PHASE 2 VILLAGES F-9 & F-19", FILED IN
BOOK DD OF MAPS, AT PAGE 9, AND THE DESIGNATED REMAINDER OF THAT
CERTAIN FINAL MAP ENTITLED "FIDDYMENT RANCH PHASE 2 VILLAGE
F-13B1", FILED IN BOOK DD OF MAPS, AT PAGE 73, BOTH OF O.R.P.C. AND
SITUATE IN SECTIONS 13 AND 24, T11N., R.5E., M.D.M.
CITY OF ROSEVILLE COUNTY OF PLACER STATE OF CALIFORNIA


WOOD RODGERS
DEVELOPING • INNOVATIVE • DESIGN • SOLUTIONS
3301 C St., Bldg. 100-B Tel 916.341.7760
Sacramento, CA 95816 Fax 916.341.7767

JUNE 2017

Sheet 1 of 19
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 2A LARGE LOT SUBDIVISION" 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 IRREVOCABLY OFFER FOR DEDICATION AND DO
HEREBY DEDICATE FOR SPECIFIC PURPOSES THE FOLLOWING:

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

- A. AS PUBLIC PARKS LOTS 4, 17, AND 18.
- B. AS RIGHT-OF-WAY, THE STRIPS OF LAND SHOWN HEREON AND
DESIGNATED "IOD/RW" (IRREVOCABLE OFFER OF DEDICATION OF RIGHT
OF WAY).

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

- A. AS PUBLIC UTILITY EASEMENTS, THE STRIPS OF LAND SHOWN HEREON
AND DESIGNATED "IOD/PUE" (IRREVOCABLE OFFER OF DEDICATION OF
PUBLIC UTILITY EASEMENT).
- B. PUBLIC EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF
UNDERGROUND SEWER PIPELINES TOGETHER WITH ANY AND ALL
APPURTENANCES THERETO ON, OVER, UNDER AND ACROSS THOSE STRIPS
OF LAND SHOWN HEREON AND DESIGNATED "SSE" (SANITARY SEWER
EASEMENT).
- C. PUBLIC EASEMENT FOR ACCESS, CONSTRUCTION AND MAINTENANCE OF
TRAIL FACILITIES ON, OVER, AND ACROSS THAT 50 FOOT STRIP OF LAND
SHOWN HEREON AND DESIGNATED "TRAIL ESMT" (PUBLIC TRAIL
EASEMENT).

ATC REALTY ONE, LLC
A DELAWARE LIMITED LIABILITY COMPANY

BY: David L. Ash
ITS: SENIOR VICE PRESIDENT

NOTARY'S ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
COUNTY OF San Francisco) SS

ON 13th DAY OF June, 2017 BEFORE ME, Evelyn Howard
David L. Ash A NOTARY PUBLIC, PERSONALLY APPEARED

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

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

WITNESS MY HAND: Evelyn Howard
PRINTED NAME: Evelyn Howard

MY PRINCIPLE PLACE OF BUSINESS IS IN THE
COUNTY OF: San Francisco

MY COMMISSION EXPIRES: August 25, 2019

MY COMMISSION No.: 2121252

CITY CLERK'S STATEMENT

I HEREBY STATE THAT THE CITY COUNCIL, CITY OF ROSEVILLE HAS
APPROVED THIS FINAL MAP OF FIDDYMENT RANCH PHASE 2A LARGE LOT
SUBDIVISION AND HAS REJECTED AT THIS TIME, ON BEHALF OF THE PUBLIC,
BUT RESERVES THE RIGHT TO ACCEPT AT A LATER DATE, ALL IRREVOCABLE
OFFERS OF LANDS, RIGHTS-OF-WAY, AND EASEMENTS OFFERED HEREON, IN
ACCORDANCE WITH THE TERMS OF THAT OFFER. THE CITY COUNCIL HAS
ACCEPTED THE SANITARY SEWER EASEMENTS OFFERED HEREON.

7-5-17
DATE CITY CLERK, CITY OF ROSEVILLE

BY: Helen Gruyer
Deputy ASSISTANT CITY CLERK

RECORDER'S STATEMENT

FILED THIS 22 DAY OF September, 2017, AT 9:12 AM.
IN BOOK DD OF MAPS, AT PAGE 88, AT THE
REQUEST OF WOOD RODGERS, INC.

FEE: \$ 62.00 DOCUMENT NO.: 2017-0073514

BY: Ryan Ronco BY: G. Verisano
RYAN RONCO DEPUTY RECORDER
COUNTY RECORDER
COUNTY OF PLACER

SURVEYOR'S STATEMENT

THIS FINAL MAP OF FIDDYMENT RANCH PHASE 2A LARGE LOT SUBDIVISION
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 ATC
REALTY ONE, LLC, A DELAWARE LIMITED LIABILITY COMPANY, IN JULY, 2016.
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 JUNE 30, 2019 AND THAT
THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

WOOD RODGERS, INC.



Dennis L. Barber
DENNIS L. BARBER
P.L.S. 8067 EXP. 12/31/2017

6/7/17
DATE

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF FIDDYMENT
RANCH PHASE 2A LARGE LOT SUBDIVISION 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 6/29/17
MARC STOUT DATE
CITY ENGINEER, CITY OF ROSEVILLE
R.C.E. #69879 EXPIRATION DATE 09/30/2018

I HEREBY STATE THAT I AM SATISFIED THAT THIS FINAL MAP OF FIDDYMENT
RANCH PHASE 2A LARGE LOT SUBDIVISION IS TECHNICALLY CORRECT.

FOR MARC STOUT, CITY ENGINEER, CITY OF ROSEVILLE

Timothy G. Blair
TIMOTHY G. BLAIR, P.L.S. 8278
EXPIRATION DATE: 12/31/2017

6/29/17
DATE



REFERENCES:

- (1) BB MAPS 24

FINAL MAP OF FIDDYMENT RANCH PHASE 2 - LARGE LOT SUBDIVISION
- (2) DD MAPS 9

FINAL MAP OF FIDDYMENT RANCH PHASE 2 - VILLAGES F-9 &F-19
- (3) DD MAPS 73

FINAL MAP OF FIDDYMENT RANCH PHASE 2 - VILLAGE F-13B1
- (4) 2015-0081570

GRANT DEED TO CITY OF ROSEVILLE

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE NORTH LINE OF SECTION 13, T.11N., R.5E., M.D.M. SAID BEARING IS TAKEN AS NORTH 89°26'37" EAST PER THE FINAL MAP OF FIDDYMENT RANCH PHASE 2 - LARGE LOT SUBDIVISION, FILED IN BOOK 88 OF MAPS, AT PAGE 24, O.R.P.C.

LEGEND

- FOUND 5/8" REBAR WITH CAP STAMPED "LS 6815" PER DD MAPS 9
- ⦿

FOUND 5/8" REBAR WITH CAP STAMPED "LS 8067" PER DD MAPS 73
- ⦿

FOUND MONUMENT AS DESCRIBED
- ⦿

FOUND SECTION CORNER AS DESCRIBED
- ⦿

FOUND QUARTER CORNER AS DESCRIBED
- ⦿

FOUND 5/8" REBAR WITH CAP STAMPED "LS 8501"
- ⦿

BRASS DISK STAMPED "LS 6046" IN MONUMENT WELL TO BE SET PER BB MAPS 24
- ⦿

BRASS DISK STAMPED "LS 8067" IN MONUMENT WELL TO BE SET PER FR-PH2 F-13B1
- ⦿

SET 5/8" REBAR WITH CAP STAMPED "LS 8067"
- DIMENSION POINT
- (OA)

OVERALL DIMENSION
- (CL)

CENTERLINE DIMENSION
- REF

INDICATES REFERENCE NUMBER
- PUE

PUBLIC UTILITY EASEMENT
- O.R.P.C.

OFFICIAL RECORDS OF PLACER COUNTY
- RW

RIGHT-OF-WAY
- I.O.D.

IRREVOCABLE OFFER OF DEDICATION
- N.A.P.O.T.S.

NOT A PART OF THIS SUBDIVISION
- (R)

RADIAL BEARING
- SSE

SANITARY SEWER EASEMENT

NOTES

1. ALL CURVES DIMENSIONED WITH RADIUS, DELTA, ARC LENGTH, CHORD BEARING, AND CHORD LENGTH. CHORD LENGTHS MAY CONTAIN SOME ROUNDING ERROR.
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 "FINAL MAP OF FIDDYMENT RANCH PHASE 2A LARGE LOT SUBDIVISION" SUBDIVISION IS 559.18± ACRES, CONSISTING OF 16 DEVELOPMENT LOTS AND 3 COMMUNITY PARK LOTS.
5. SEE SHEETS 18 AND 19 FOR THE DELINEATION OF THE SANITARY SEWER EASEMENTS (SSE) DEDICATED HEREON.
6. THE FOLLOWING TABLE IS TO RELATE THE LOT NUMBERS SHOWN HEREON TO THAT OF THE APPROVED TENTATIVE MAP AND THE WEST ROSEVILLE SPECIFIC PLAN:

LOT NUMBERING		
FINAL MAP	TENTATIVE MAP	WEST ROSEVILLE SPECIFIC PLAN
1	F-13A-2	F-13A
2	F-13B-3	F-13B
3	F-13A-1	F-13A
4	F-101	F-101
5	F-12B	F-12
6	F-12A	F-12
7	F-11A-1	F-11A
8	F-11A-2	F-11A
9	F-11A-3	F-11A
10	F-7B	F-7
11	F-7A	F-7
12	F-9B	F-9B
13	F-9C	F-9C
14	F-8C	F-8C
15	F-8D	F-8D
16	F-9D	F-9D
17	F-97	F-97
18	F-95	F-95
19	F-11B/F-51/F-71/F-8A/F-8B	F-11B/F-51/F-71/F-8A/F-8B

FINAL MAP OF
FIDDYMENT RANCH PHASE 2A
LARGE LOT SUBDIVISION
WEST ROSEVILLE SPECIFIC PLAN PARCELS F-7, F-8C, F-8D,
F-9B, F-9C, F-9D, F-11A, F-12, F-13A & F-13B3
SUBDIVISION NO. PL-0364
BEING THE DESIGNATED REMAINDER OF THAT CERTAIN FINAL MAP
ENTITLED "FIDDYMENT RANCH PHASE 2 VILLAGES F-9 & F-19", FILED IN
BOOK DD OF MAPS, AT PAGE 9, AND THE DESIGNATED REMAINDER OF THAT
CERTAIN FINAL MAP ENTITLED "FIDDYMENT RANCH PHASE 2 VILLAGE
F-13B1", FILED IN BOOK DD OF MAPS, AT PAGE 73, BOTH OF O.R.P.C. AND
SITUATE IN SECTIONS 13 AND 24, T11N., R.5E., M.D.M.
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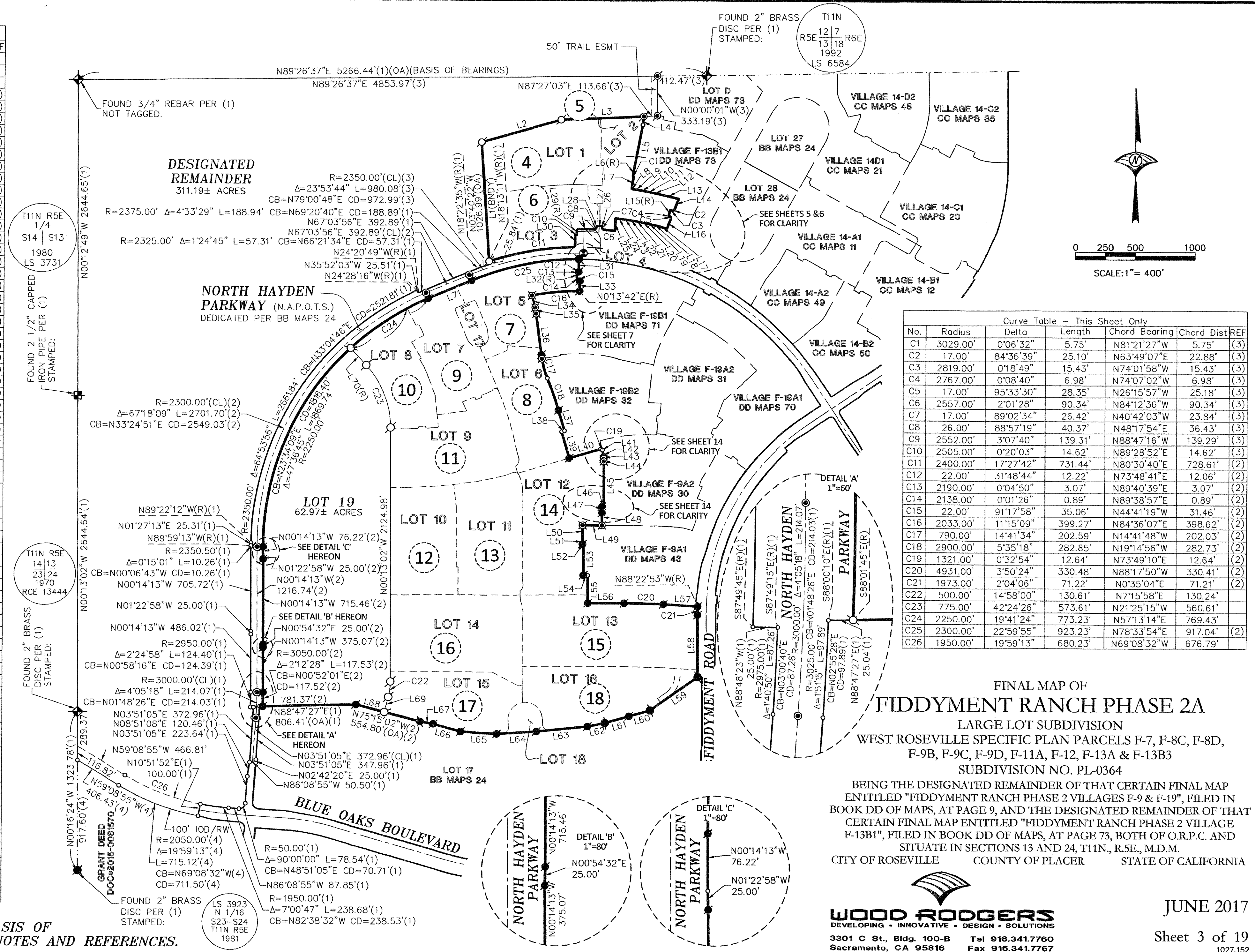
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Sheet 2 of 19

1027.152

Line Table — This Sheet Only			
No.	Bearing	Length	RE
L1	N3°40'22"W	1001.15'	
L2	N74°10'08"E	690.67'	
L3	N87°27'03"E	692.43'	
L4	N5°56'43"E	70.58'	(3)
L5	N11°01'30"E	388.50'	(3)
L6	N8°35'17"E	52.00'	(3)
L7	N8°41'49"E	105.09'	(3)
L8	N81°33'50"W	13.46'	(3)
L9	N80°30'52"W	53.56'	(3)
L10	N79°27'54"W	53.56'	(3)
L11	N78°24'56"W	53.56'	(3)
L12	N77°29'51"W	53.56'	(3)
L13	N76°17'54"W	177.16'	(3)
L14	N21°30'48"E	93.71'	(3)
L15	N15°48'38"E	52.00'	(3)
L16	N21°30'48"E	88.44'	(3)
L17	N73°17'01"W	70.85'	(3)
L18	N75°57'54"W	53.41'	(3)
L19	N77°05'46"W	51.69'	(3)
L20	N78°12'31"W	51.69'	(3)
L21	N79°19'16"W	51.69'	(3)
L22	N80°26'02"W	51.69'	(3)
L23	N81°32'47"W	51.69'	(3)
L24	N82°42'52"W	56.35'	(3)
L25	N3°49'14"E	105.13'	(3)
L26	N3°49'14"E	10.93'	(3)
L27	N86°10'46"W	47.00'	(3)
L28	N3°49'14"E	7.00'	(3)
L29	N0°21'06"W	47.00'	(3)
L30	N0°57'40"E	105.05'	(3)
L31	N0°57'40"E	106.68'	(2)
L32	N0°21'46"W	52.00'	(2)
L33	N0°57'40"E	82.62'	(2)
L34	N14°43'07"W	105.23'	(2)
L35	N10°49'21"W	52.00'	(2)
L36	N7°21'01"W	346.96'	(2)
L37	N16°27'17"W	180.29'	(2)
L38	N73°32'43"E	25.00'	(2)
L39	N16°27'17"W	230.50'	(2)
L40	N73°32'43"E	25.10'	(2)
L41	N15°54'23"W	127.50'	(2)
L42	N9°14'37"W	58.72'	(2)
L43	N4°48'14"W	15.23'	(2)
L44	N1°55'09"W	21.92'	(2)
L45	N0°13'02"W	378.54'	(2)
L46	N89°46'58"E	14.80'	(2)
L47	N00°00'00"E	52.00'	(2)
L48	N0°13'02"W	105.00'	(2)
L49	N89°46'58"E	165.00'	(2)
L50	N0°13'02"W	105.00'	(2)
L51	N0°06'31"W	52.00'	(2)
L52	N89°46'58"E	6.31'	(2)
L53	N0°13'02"W	262.00'	(2)
L54	N89°46'58"E	36.74'	(2)
L55	N0°13'02"W	233.00'	(2)
L56	N89°46'58"E	305.22'	(2)
L57	N86°22'38"W	287.06'	(2)
L58	N0°26'58"W	518.24'	(2)
L59	N55°00'35"E	486.06'	(2)
L60	N74°28'30"E	183.80'	(2)
L61	N73°54'28"E	208.17'	(2)
L62	N78°27'30"E	151.07'	(2)
L63	N84°17'15"E	427.71'	(2)
L64	N86°22'37"E	333.50'	(2)
L65	N86°50'50"W	303.29'	(2)
L66	N74°51'00"W	237.11'	(2)
L67	N79°30'56"W	111.33'	(2)
L68	N75°15'02"W	243.95'	(2)
L69	N14°44'58"E	130.65'	(2)
L70	N42°37'28"W	193.45'	(2)
L71	N67°03'56"E	392.89'	(2)



Curve Table - This Sheet Only					
No.	Radius	Delta	Length	Chord Bearing	Chord Dist
C1	17.00'	90°00'00"	26.70'	N41°19'38"E	24.04'
C2	17.00'	90°08'38"	26.75'	N48°36'02"W	24.07'
C3	543.00'	5°34'01"	52.76'	N82°09'22"E	52.74'
C4	500.00'	5°34'01"	48.58'	N82°09'22"E	48.56'
C5	476.00'	4°41'48"	39.02'	N81°43'16"E	39.01'
C6	17.00'	89°12'17"	26.47'	N43°38'29"W	23.87'
C7	17.00'	90°49'05"	26.95'	N46°22'12"E	24.21'
C8	3081.00'	0°27'57"	25.04'	N86°25'05"W	25.04'
C9	374.00'	18°59'33"	123.97'	N83°19'14"E	123.41'

DESIGNATED
REMAINDER
311.19± ACRES
SEE SHEET 3

CONSERVATION
EASEMENT PER
DOC# 2004-0158160

50' CONSERVATION
BUFFER PER
DOC# 2006-0073774
CB

DESIGNATED
REMAINDER
311.19± ACRES
SEE SHEET 3

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

SEE SHEET 6

LOT 3
SEE SHEET 6

LOT 2
SEE SHEET 5

FINAL MAP OF FIDDYMENT RANCH PHASE 2A

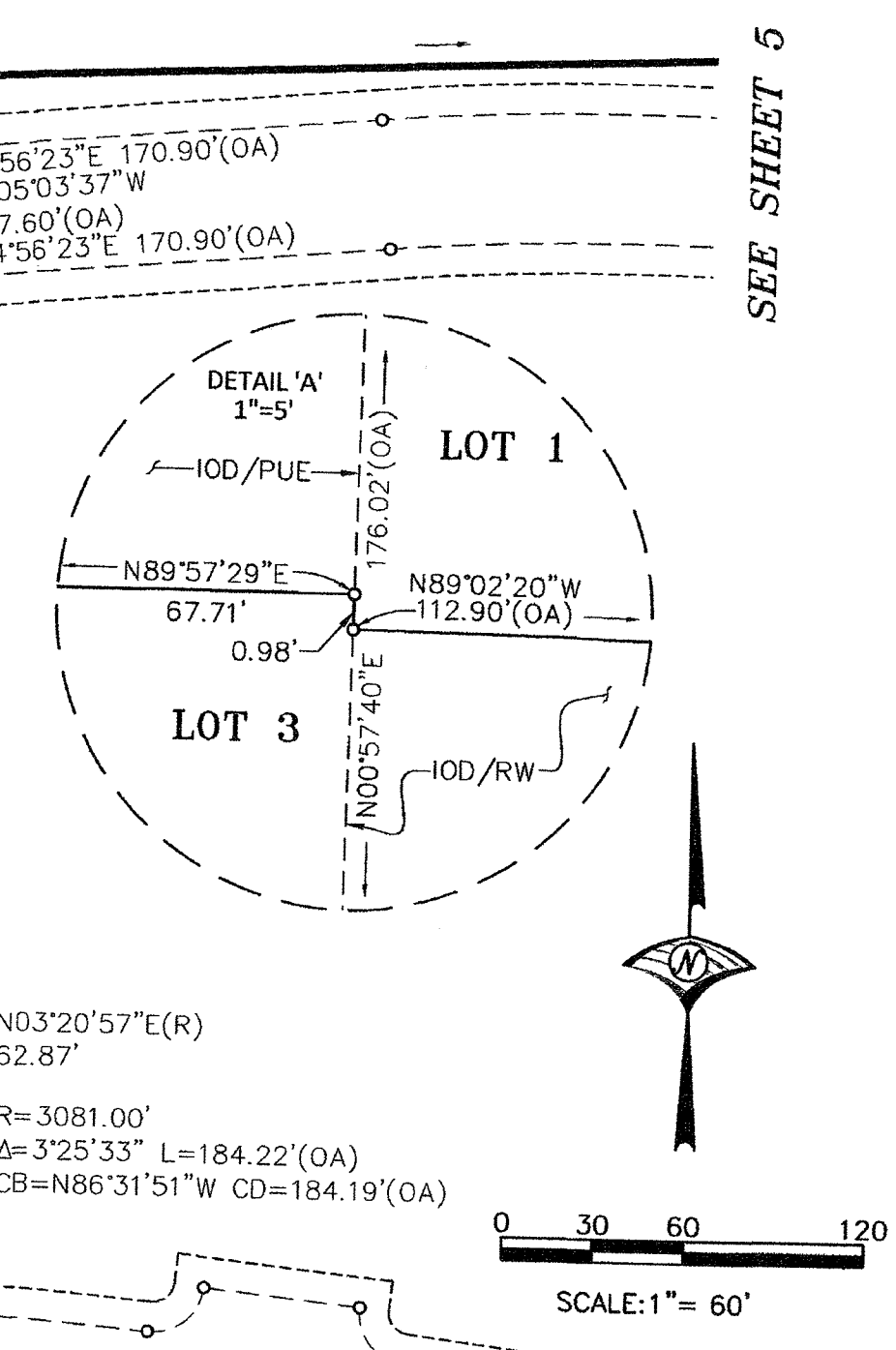
LARGE LOT SUBDIVISION
WEST ROSEVILLE SPECIFIC PLAN PARCELS F-7, F-8C, F-8D,
F-9B, F-9C, F-9D, F-11A, F-12, F-13A & F-13B3
SUBDIVISION NO. PL-0364

BEING THE DESIGNATED REMAINDER OF THAT CERTAIN FINAL MAP ENTITLED "FIDDYMENT RANCH PHASE 2 VILLAGES F-9 & F-19", FILED IN BOOK DD OF MAPS, AT PAGE 9, AND THE DESIGNATED REMAINDER OF THAT CERTAIN FINAL MAP ENTITLED "FIDDYMENT RANCH PHASE 2 VILLAGE F-13B1", FILED IN BOOK DD OF MAPS, AT PAGE 73, BOTH OF O.R.P.C. AND SITUATE IN SECTIONS 13 AND 24, T11N., R5E., M.D.M. CITY OF ROSEVILLE COUNTY OF PLACER STATE OF CALIFORNIA

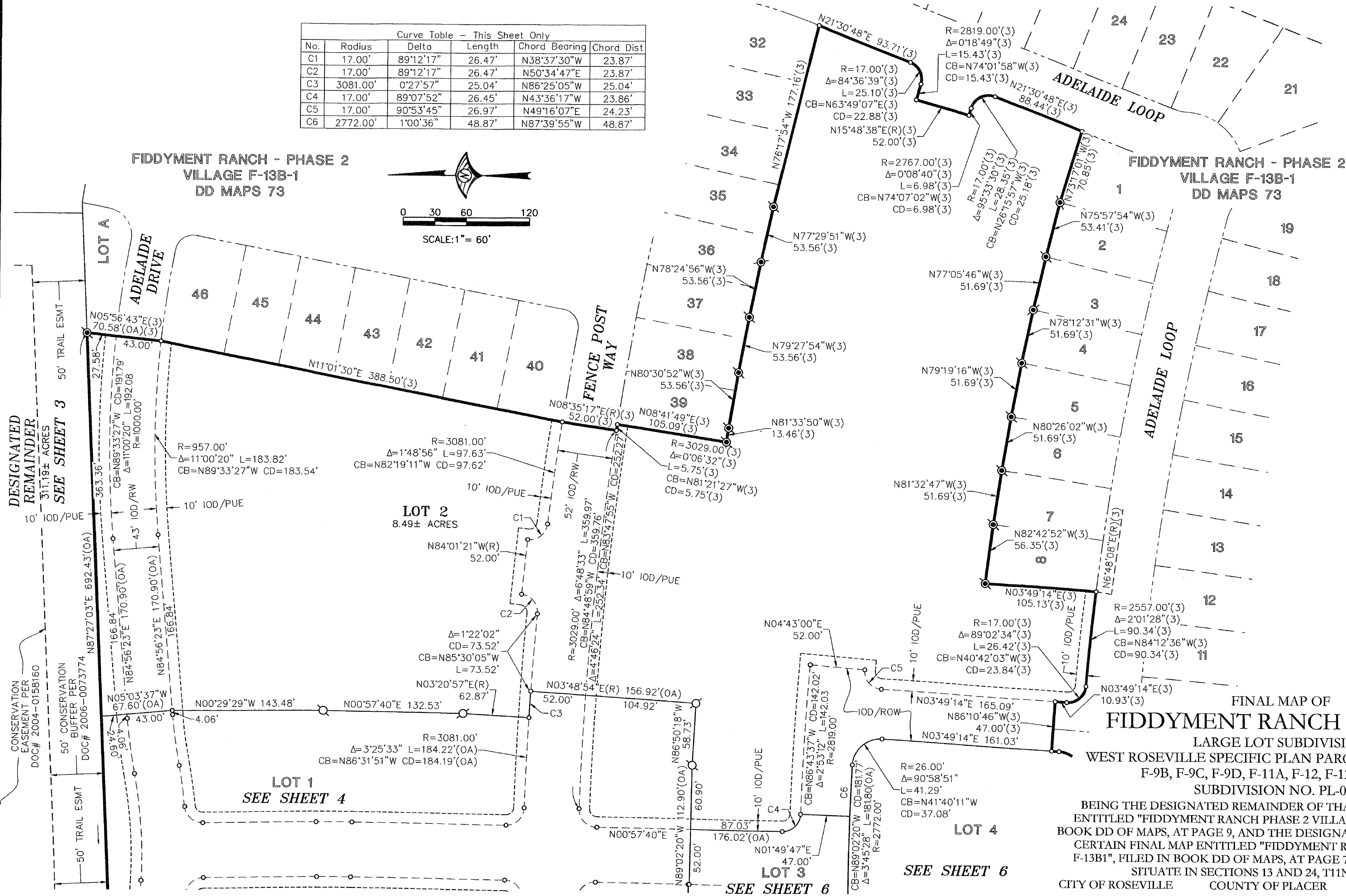
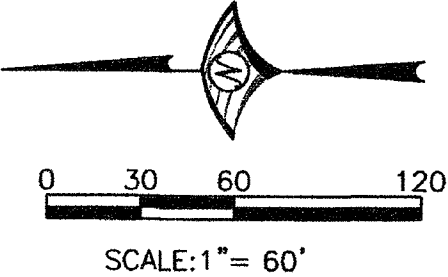
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Sheet 4 of 19
1027.152

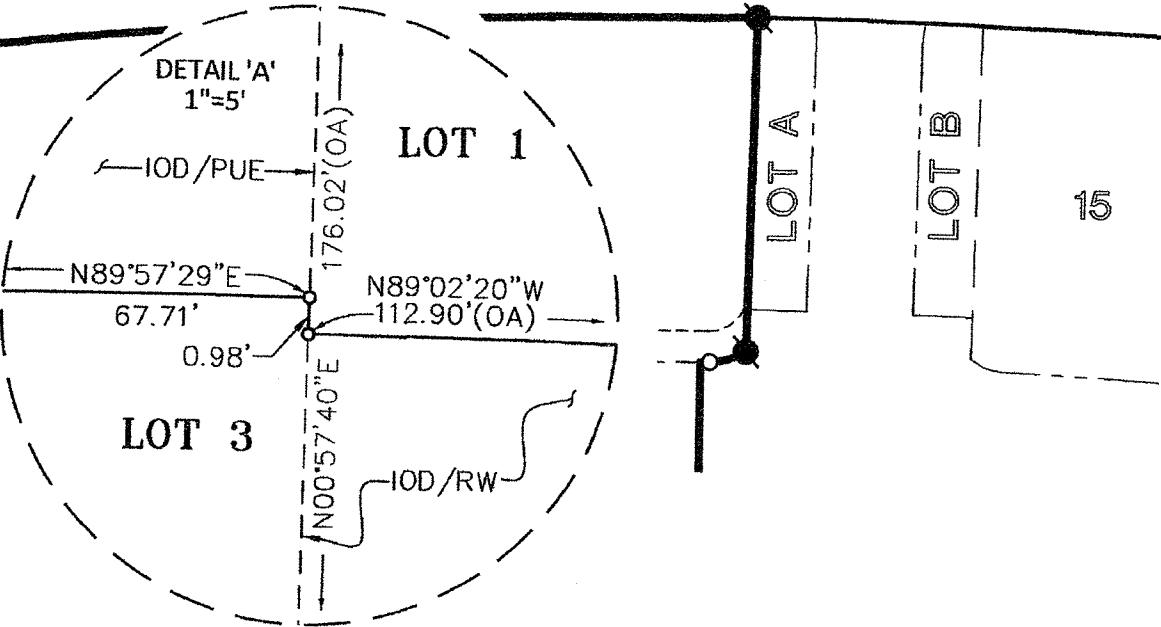
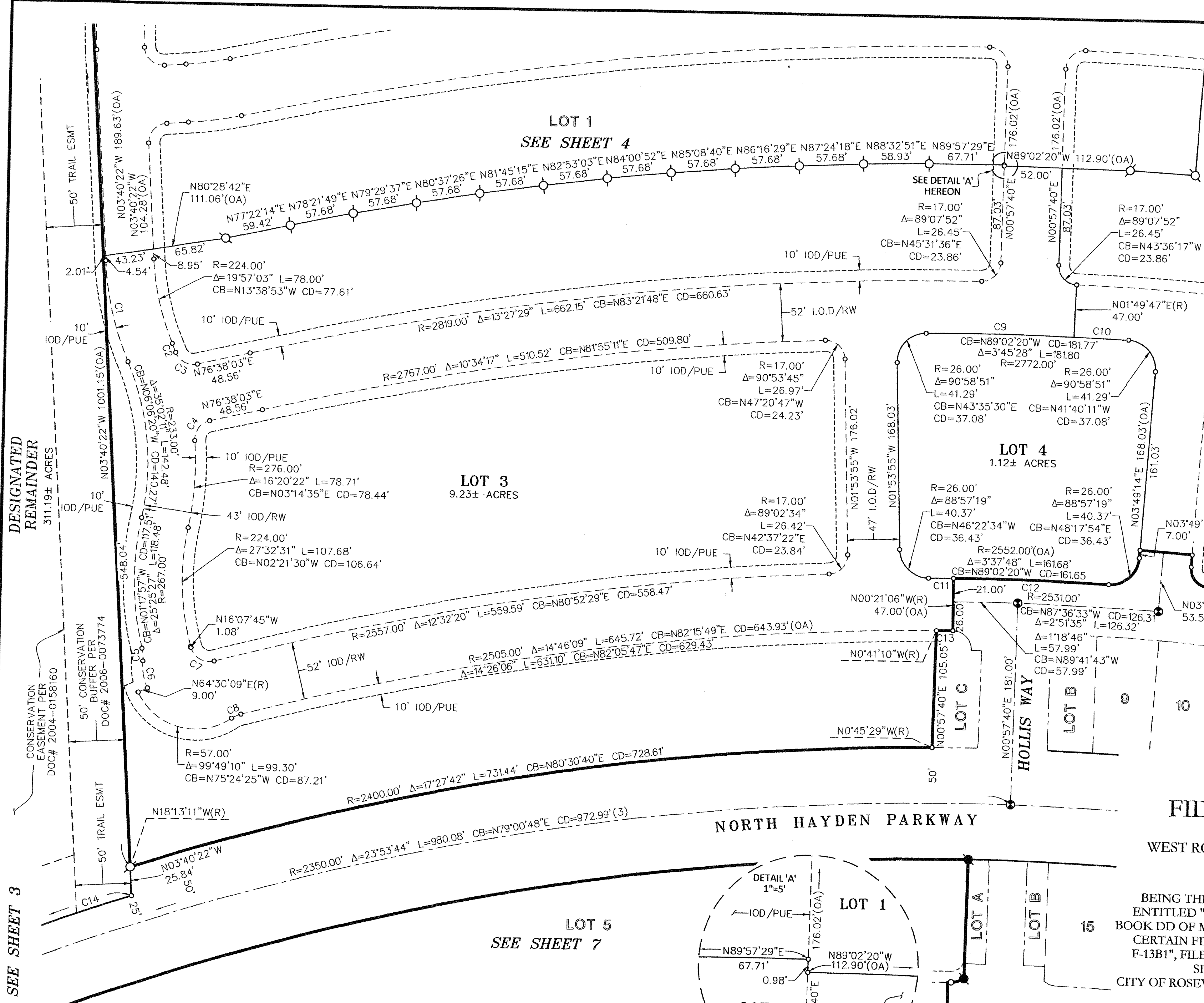
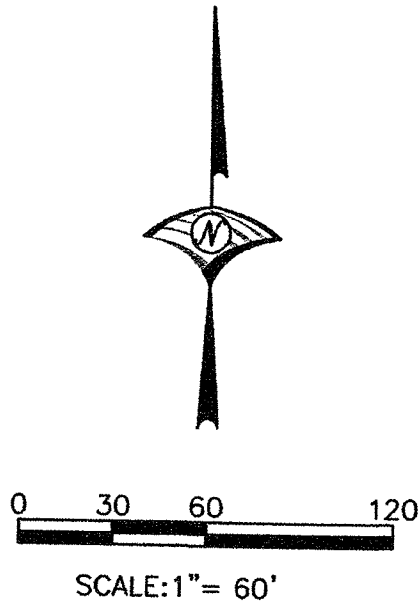
Curve Table - This Sheet Only					
No.	Radius	Delta	Length	Chord Bearing	Chord Dist
C1	17.00'	89°12'17"	26.47'	N38°37'30"W	23.87'
C2	17.00'	89°12'17"	26.47'	N50°34'47"E	23.87'
C3	3081.00'	0°27'57"	25.04'	N86°25'05"W	25.04'
C4	17.00'	89°07'52"	26.45'	N43°36'17"W	23.86'
C5	17.00'	90°53'45"	26.97'	N49°16'07"E	24.23'
C6	2772.00'	1°00'36"	48.87'	N87°39'55"W	48.87'



FINAL MAP OF
FIDDYMENT RANCH PHASE 2A
LARGE LOT SUBDIVISION
WEST ROSEVILLE SPECIFIC PLAN PARCELS F-7, F-8C, F-8D,
F-9B, F-9C, F-9D, F-11A, F-12, F-13A & F-13B3
SUBDIVISION NO. PL-0364
BEING THE DESIGNATED REMAINDER OF THAT CERTAIN FINAL MAP
ENTITLED "FIDDYMENT RANCH PHASE 2 VILLAGES F-9 & F-19", FILED IN
BOOK DD OF MAPS, AT PAGE 9, AND THE DESIGNATED REMAINDER OF THAT
CERTAIN FINAL MAP ENTITLED "FIDDYMENT RANCH PHASE 2 VILLAGE
F-13B1", FILED IN BOOK DD OF MAPS, AT PAGE 73, BOTH OF O.R.P.C. AND
SITUATE IN SECTIONS 13 AND 24, T11N., R5E., M.D.M.
CITY OF ROSEVILLE COUNTY OF PLACER STATE OF CALIFORNIA


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Curve Table - This Sheet Only					
No.	Radius	Delta	Length	Chord Bearing	Chord Dist
C1	267.00'	19°57'04"	92.97'	N13°38'53"W	92.50'
C2	276.00'	1°49'07"	8.76'	N22°42'51"W	8.76'
C3	17.00'	81°33'39"	24.20'	N62°35'07"W	22.21'
C4	17.00'	81°33'39"	24.20'	N35°51'13"E	22.21'
C5	36.00'	18°09'42"	11.41'	N4°55'50"W	11.36'
C6	48.00'	29°38'52"	24.84'	N10°40'25"W	24.56'
C7	17.00'	89°15'56"	26.49'	N60°45'43"W	23.89'
C8	27.00'	20°11'45"	9.52'	N64°46'52"E	9.47'
C9	2772.00'	2°44'52"	132.93'	N89°32'38"W	132.92'
C10	2772.00'	1°00'36"	48.87'	N87°39'55"W	48.87'
C11	2552.00'	0°30'08"	22.37'	N89°23'50"E	22.37'
C12	2552.00'	3°07'40"	139.31'	N88°47'16"W	139.29'
C13	2505.00'	0°20'03"	14.62'	N89°28'52"E	14.62'



FINAL MAP OF
FIDDYMENT RANCH PHASE 2A

LARGE LOT SUBDIVISION
WEST ROSEVILLE SPECIFIC PLAN PARCELS F-7, F-8C, F-8D,
F-9B, F-9C, F-9D, F-11A, F-12, F-13A & F-13B3
SUBDIVISION NO. PL-0364

BEING THE DESIGNATED REMAINDER OF THAT CERTAIN FINAL MAP
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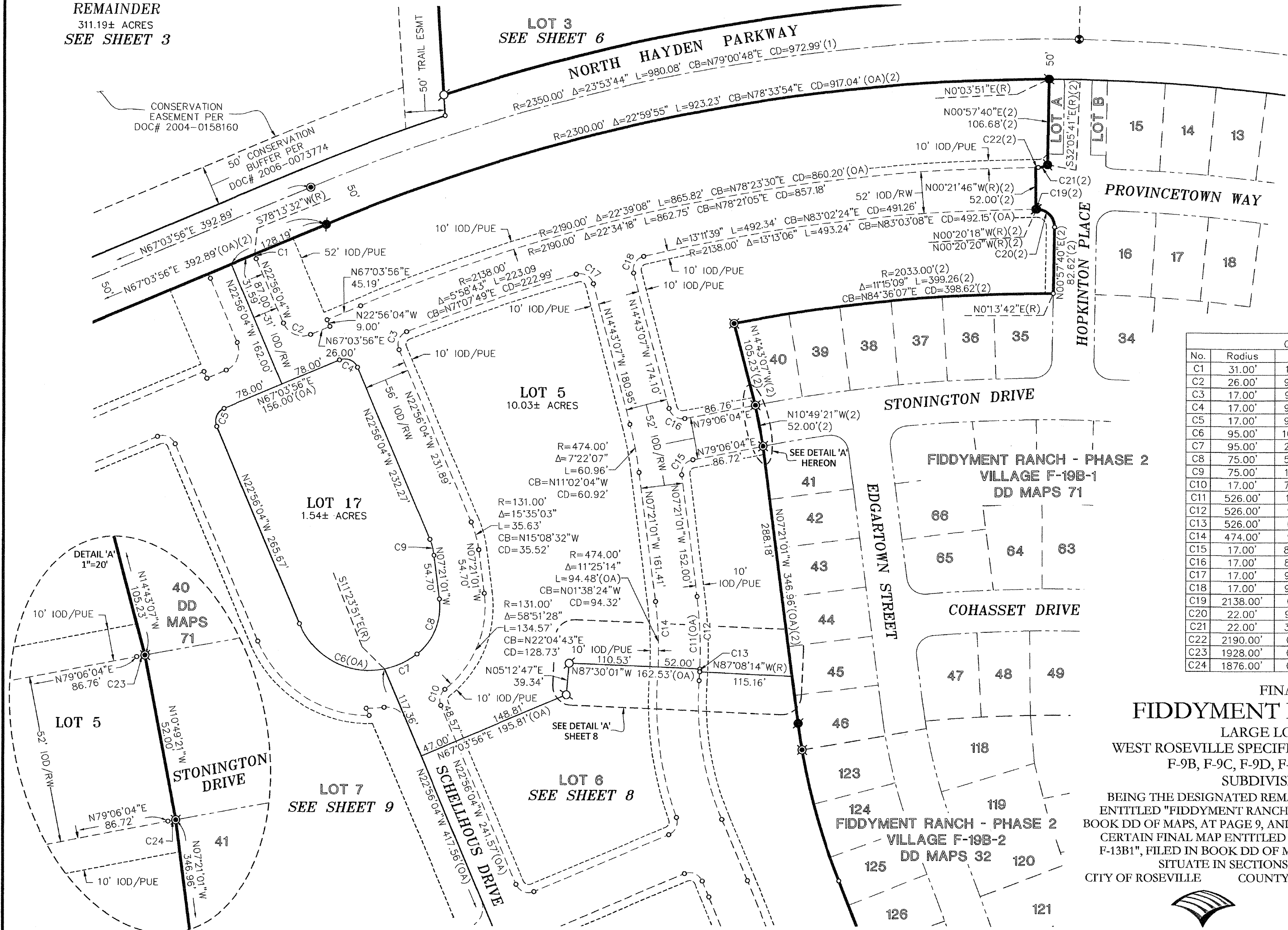
Sheet 6 of 19
1027.152

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

SEE SHEET 3

LOT 5
SEE SHEET 7

DESIGNATED
REMAINDER
311.19± ACRES
SEE SHEET 3



Curve Table - This Sheet Only					
No.	Radius	Delta	Length	Chord Bearing	Chord Dist
C1	31.00'	11°09'36"	6.04'	N17°21'16"W	6.03'
C2	26.00'	90°00'00"	40.84'	N67°56'04"W	36.77'
C3	17.00'	91°04'32"	27.02'	N22°36'12"E	24.27'
C4	17.00'	90°00'00"	26.70'	N67°56'04"W	24.04'
C5	17.00'	90°00'00"	26.70'	N22°03'56"E	24.04'
C6	95.00'	105°22'51"	174.73'	N75°37'29"W	151.12'
C7	95.00'	26°55'04"	44.63'	N65°08'37"E	44.22'
C8	75.00'	59°02'06"	77.28'	N22°10'02"E	73.90'
C9	75.00'	15°35'03"	20.40'	N15°08'32"W	20.34'
C10	17.00'	74°26'32"	22.09'	N14°17'12"E	20.57'
C11	526.00'	11°25'14"	104.85'	N1°38'24"W	104.67'
C12	526.00'	9°51'00"	90.43'	N2°25'31"W	90.32'
C13	526.00'	0°21'46"	3.33'	N2°40'53"E	3.33'
C14	474.00'	9°51'00"	81.49'	N2°25'31"W	81.39'
C15	17.00'	86°27'04"	25.65'	N35°52'32"E	23.29'
C16	17.00'	86°10'49"	25.57'	N57°48'32"W	23.23'
C17	17.00'	91°09'42"	27.05'	N60°17'58"W	24.28'
C18	17.00'	91°09'42"	27.05'	N30°51'44"E	24.28'
C19	2138.00'	0°01'26"	0.90'	N89°38'57"E	0.90'
C20	22.00'	91°17'58"	35.06'	N44°41'19"W	31.46'
C21	22.00'	31°48'44"	12.22'	N73°48'41"E	12.06'
C22	2190.00'	0°04'50"	3.07'	N89°40'39"E	3.07'
C23	1928.00'	0°04'35"	2.57'	N79°08'21"E	2.57'
C24	1876.00'	0°04'35"	2.50'	N79°08'21"E	2.50'

FINAL MAP OF
FIDDYMENT RANCH PHASE 2A

LARGE LOT SUBDIVISION
WEST ROSEVILLE SPECIFIC PLAN PARCELS F-7, F-8C, F-8D,
F-9B, F-9C, F-9D, F-11A, F-12, F-13A & F-13B3
SUBDIVISION NO. PL-0364

BEING THE DESIGNATED REMAINDER OF THAT CERTAIN FINAL MAP
ENTITLED "FIDDYMENT RANCH PHASE 2 VILLAGES F-9 & F-19", FILED IN
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SITUATE IN SECTIONS 13 AND 24, T11N., R5E., M.D.M.
CITY OF ROSEVILLE COUNTY OF PLACER STATE OF CALIFORNIA

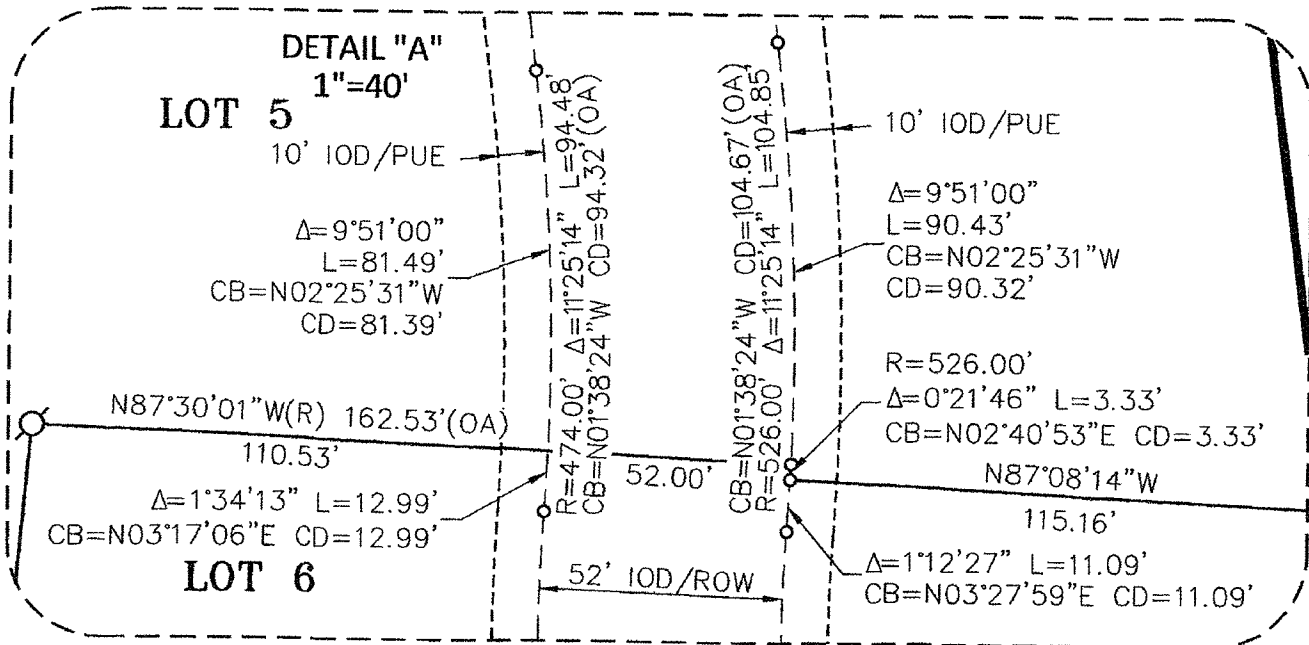
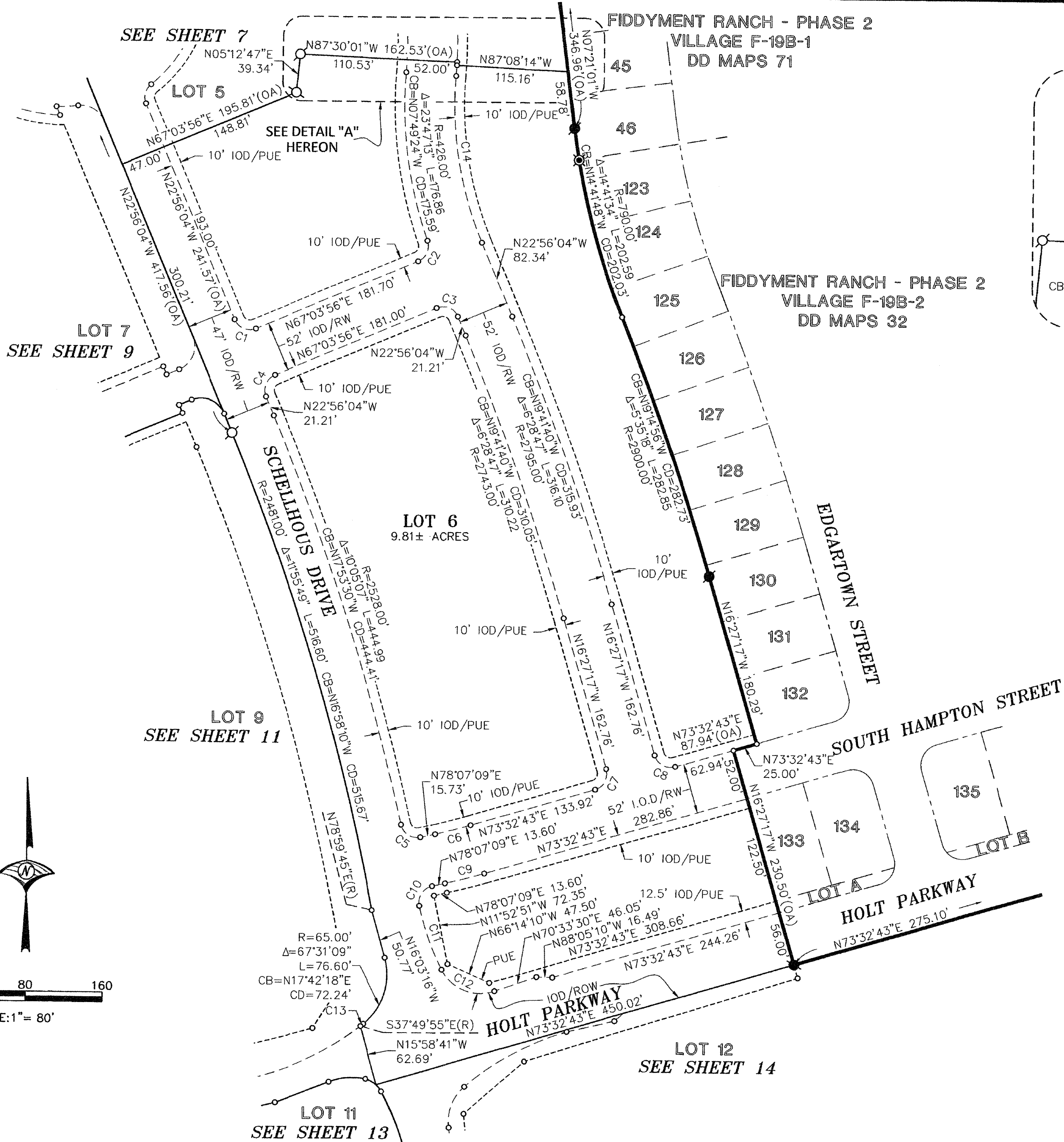


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Sheet 7 of 19
1027.152

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



Curve Table - This Sheet Only					
No.	Radius	Delta	Length	Chord Bearing	Chord Dist
C1	17.00'	90°00'00"	26.70'	N67°56'04"W	24.04'
C2	17.00'	86°46'56"	25.75'	N23°40'28"E	23.36'
C3	17.00'	90°00'00"	26.70'	N67°56'04"W	24.04'
C4	17.00'	90°00'00"	26.70'	N22°03'56"E	24.04'
C5	17.00'	89°01'55"	26.42'	N57°21'54"W	23.84'
C6	474.00'	4°34'25"	37.84'	N75°49'56"E	37.83'
C7	17.00'	90°00'00"	26.70'	N28°32'43"E	24.04'
C8	17.00'	90°00'00"	26.70'	N61°27'17"W	24.04'
C9	526.00'	4°34'25"	41.99'	N75°49'56"E	41.98'
C10	17.00'	90°52'34"	26.96'	N32°40'52"E	24.22'
C11	282.00'	14°16'15"	70.24'	N19°53'33"W	70.06'
C12	45.00'	82°24'50"	64.73'	N68°14'05"W	59.29'
C13	300.00'	0°42'12"	3.68'	N51°48'59"E	3.68'
C14	374.00'	27°00'17"	176.27'	N9°25'56"W	174.65'

FINAL MAP OF
FIDDYMENT RANCH PHASE 2A
LARGE LOT SUBDIVISION
WEST ROSEVILLE SPECIFIC PLAN PARCELS F-7, F-8C, F-8D,
F-9B, F-9C, F-9D, F-11A, F-12, F-13A & F-13B3
SUBDIVISION NO. PL-0364
BEING THE DESIGNATED REMAINDER OF THAT CERTAIN FINAL MAP
ENTITLED "FIDDYMENT RANCH PHASE 2 VILLAGES F-9 & F-19", FILED IN
BOOK DD OF MAPS, AT PAGE 9, AND THE DESIGNATED REMAINDER OF THAT
CERTAIN FINAL MAP ENTITLED "FIDDYMENT RANCH PHASE 2 VILLAGE
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SITUATE IN SECTIONS 13 AND 24, T11N., R5E., M.D.M.
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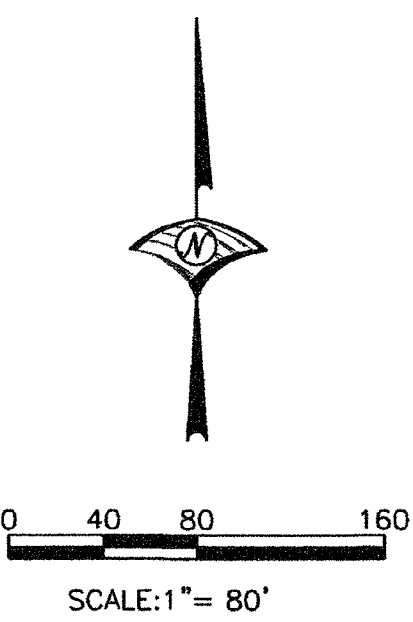
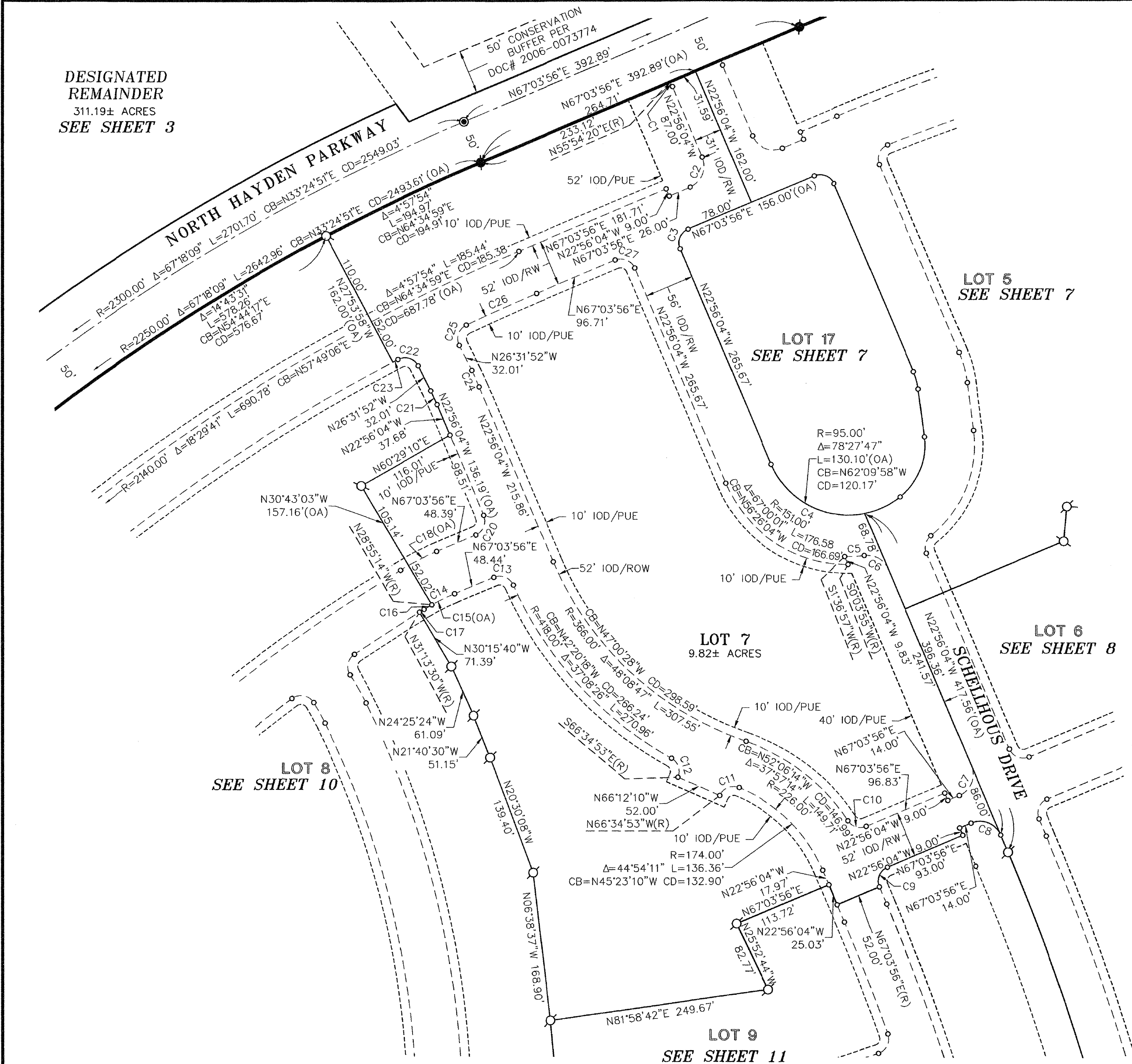
Sheet 8 of 19

1027.152

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

DESIGNATED
REMAINDER
311.19± ACRES
SEE SHEET 3

Curve Table - This Sheet Only					
No.	Radius	Delta	Length	Chord Bearing	Chord Dist
C1	31.00'	11°09'36"	6.04'	N28°30'52"W	6.03'
C2	26.00'	90°00'00"	40.84'	N22°03'56"E	36.77'
C3	17.00'	90°00'00"	26.70'	N22°03'56"E	24.04'
C4	95.00'	78°27'47"	130.10'	N62°09'58"W	120.17'
C5	142.00'	9°00'49"	22.34'	N87°06'33"E	22.32'
C6	26.00'	74°27'48"	33.79'	N60°09'58"W	31.46'
C7	26.00'	90°00'00"	40.84'	N22°03'56"E	36.77'
C8	26.00'	90°00'00"	40.84'	N67°56'04"W	36.77'
C9	17.00'	90°00'00"	26.70'	N22°03'56"E	24.04'
C10	17.00'	79°48'27"	23.68'	N73°01'50"W	21.81'
C11	17.00'	88°44'38"	26.33'	N67°47'26"E	23.78'
C12	17.00'	84°19'37"	25.02'	N18°44'42"W	22.82'
C13	17.00'	89°10'00"	26.46'	N68°21'04"W	23.87'
C14	274.00'	5°59'10"	28.63'	N64°04'21"E	28.61'
C15	274.00'	8°06'01"	38.74'	N63°00'56"E	38.70'
C16	274.00'	2°06'51"	10.11'	N60°01'21"E	10.11'
C17	1826.00'	0°11'25"	6.07'	N58°52'13"E	6.07'
C18	326.00'	8°06'01"	46.09'	N63°00'56"E	46.05'
C19	326.00'	6°16'22"	35.69'	N63°55'45"E	35.67'
C20	17.00'	90°00'00"	26.70'	N22°03'56"E	24.04'
C21	274.00'	3°35'48"	17.20'	N24°43'58"W	17.20'
C22	17.00'	91°11'23"	27.06'	N72°07'34"W	24.29'
C23	2088.00'	0°10'43"	6.51'	N62°11'24"E	6.51'
C24	326.00'	3°35'48"	20.46'	N24°43'58"W	20.46'
C25	17.00'	91°11'23"	27.06'	N19°03'49"E	24.29'
C26	2088.00'	2°24'25"	87.71'	N65°51'43"E	87.71'
C27	17.00'	90°00'00"	26.70'	N67°56'04"W	24.04'



FINAL MAP OF
FIDDYMMENT RANCH PHASE 2A

LARGE LOT SUBDIVISION
WEST ROSEVILLE SPECIFIC PLAN PARCELS F-7, F-8C, F-8D,
F-9B, F-9C, F-9D, F-11A, F-12, F-13A & F-13B3
SUBDIVISION NO. PL-0364

BEING THE DESIGNATED REMAINDER OF THAT CERTAIN FINAL MAP
ENTITLED "FIDDYMMENT RANCH PHASE 2 VILLAGES F-9 & F-19", FILED IN
BOOK DD OF MAPS, AT PAGE 9, AND THE DESIGNATED REMAINDER OF THAT
CERTAIN FINAL MAP ENTITLED "FIDDYMMENT RANCH PHASE 2 VILLAGE
F-13B1", FILED IN BOOK DD OF MAPS, AT PAGE 73, BOTH OF O.R.P.C. AND
SITUATE IN SECTIONS 13 AND 24, T11N., R5E., M.D.M.
CITY OF ROSEVILLE COUNTY OF PLACER STATE OF CALIFORNIA



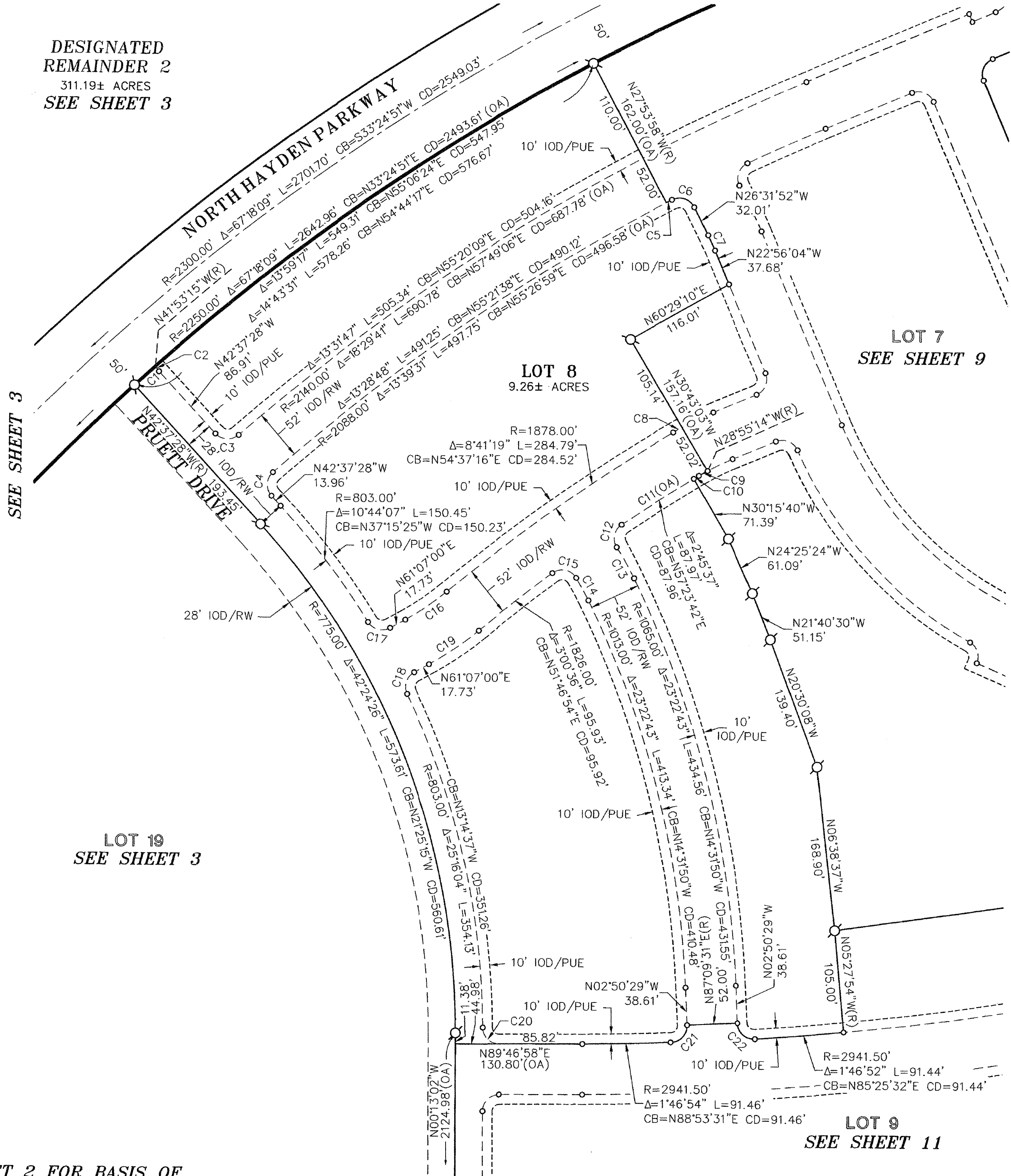
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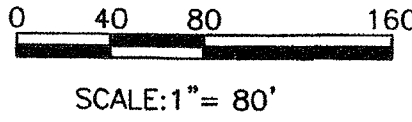
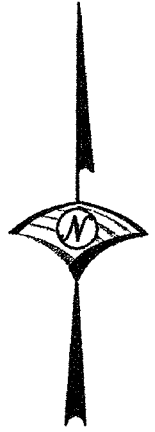
Sheet 9 of 19
1027.152

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

DESIGNATED
REMAINDER 2
311.19± ACRES
SEE SHEET 3



Curve Table - This Sheet Only					
No.	Radius	Delta	Length	Chord Bearing	Chord Dist
C1	2250.00'	0°44'13"	28.94'	N47°44'38"E	28.94'
C2	22.00'	16°50'00"	6.46'	N34°12'28"W	6.44'
C3	17.00'	88°48'17"	26.35'	N87°01'37"W	23.79'
C4	17.00'	91°14'42"	27.07'	N2°59'53"E	24.30'
C5	2088.00'	0°10'43"	6.51'	N62°11'24"E	6.51'
C6	17.00'	91°11'23"	27.06'	N72°07'34"W	24.29'
C7	274.00'	3°35'48"	17.20'	N24°43'58"W	17.20'
C8	326.00'	1°49'39"	10.40'	N59°52'45"E	10.40'
C9	274.00'	2°06'51"	10.11'	N60°01'21"E	10.11'
C10	1826.00'	0°11'25"	6.07'	N58°52'13"E	6.07'
C11	1826.00'	2°57'02"	94.03'	N57°29'24"E	94.02'
C12	17.00'	88°40'18"	26.31'	N11°40'44"E	23.76'
C13	326.00'	6°26'13"	36.62'	N29°26'18"W	36.61'
C14	274.00'	5°32'06"	26.47'	N28°59'15"W	26.46'
C15	17.00'	94°57'30"	28.17'	N79°14'03"W	25.06'
C16	274.00'	10°50'24"	51.84'	N55°41'48"E	51.76'
C17	17.00'	86°59'39"	25.81'	N75°23'11"W	23.40'
C18	17.00'	86°59'39"	25.81'	N17°37'11"E	23.40'
C19	326.00'	10°50'24"	61.68'	N55°41'48"E	61.58'
C20	17.00'	89°36'27"	26.59'	N45°24'49"W	23.96'
C21	17.00'	90°50'33"	26.95'	N42°34'48"E	24.22'
C22	17.00'	90°50'33"	26.95'	N48°15'45"W	24.22'



FINAL MAP OF
FIDDYMENT RANCH PHASE 2A

LARGE LOT SUBDIVISION
WEST ROSEVILLE SPECIFIC PLAN PARCELS F-7, F-8C, F-8D,
F-9B, F-9C, F-9D, F-11A, F-12, F-13A & F-13B3
SUBDIVISION NO. PL-0364

BEING THE DESIGNATED REMAINDER OF THAT CERTAIN FINAL MAP
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F-13B1", FILED IN BOOK DD OF MAPS, AT PAGE 73, BOTH OF O.R.P.C. AND
SITUATE IN SECTIONS 13 AND 24, T11N., R5E., M.D.M.
CITY OF ROSEVILLE COUNTY OF PLACER STATE OF CALIFORNIA



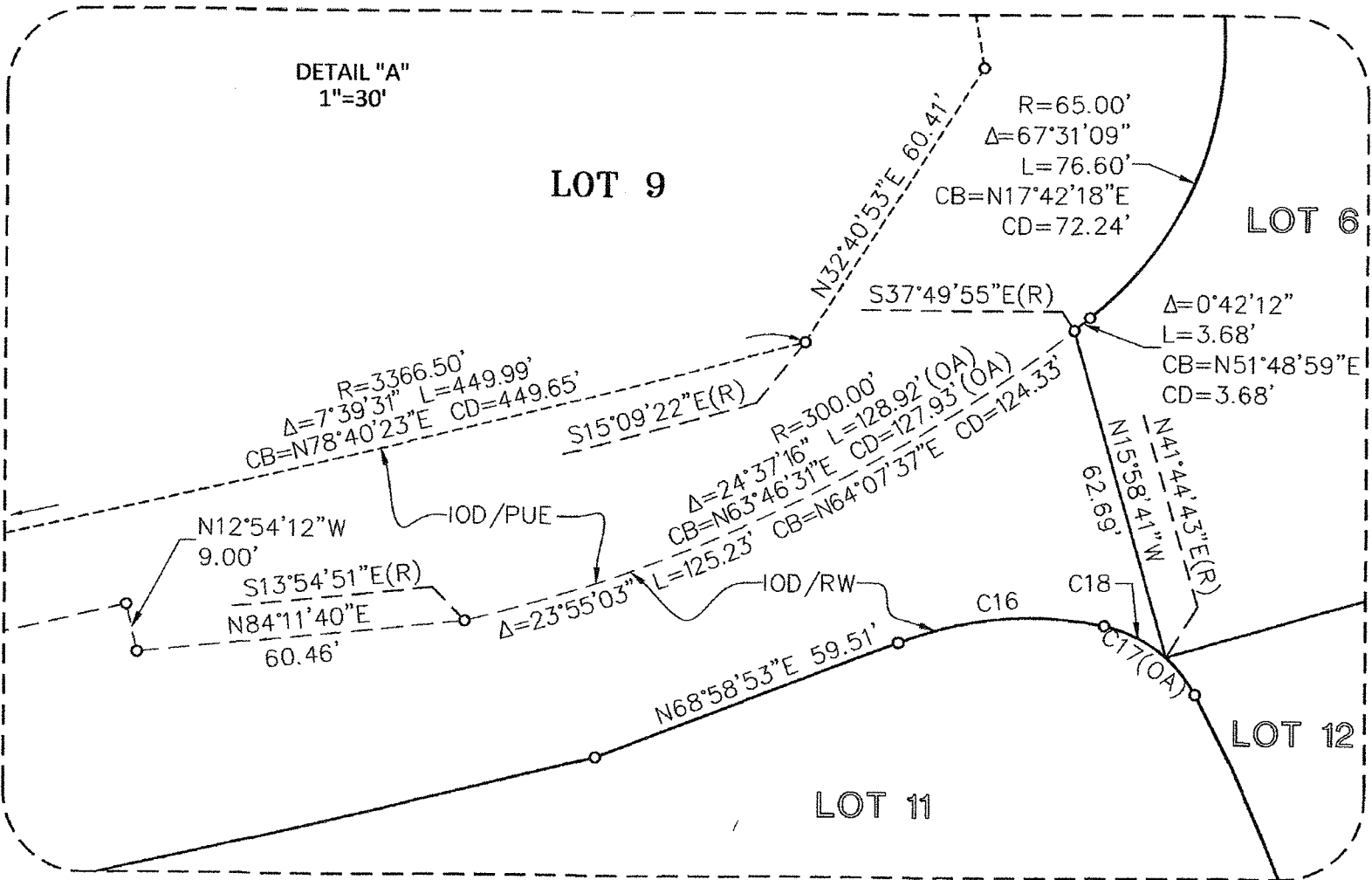
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Sheet 10 of 19

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



Curve Table - This Sheet Only					
No.	Radius	Delta	Length	Chord Bearing	Chord Dist
C1	17.00'	90°50'33"	26.95'	N42°34'48"E	24.22'
C2	17.00'	90°50'33"	26.95'	N48°15'45"W	24.22'
C3	17.00'	90°00'00"	26.70'	N22°03'56"E	24.04'
C4	26.00'	90°00'00"	40.84'	N67°56'04"W	36.77'
C5	17.00'	91°05'21"	27.03'	N26°01'34"E	24.27'
C6	17.00'	91°05'21"	27.03'	N62°53'04"W	24.27'
C7	17.00'	91°05'21"	27.03'	N32°56'01"E	24.27'
C8	17.00'	89°14'50"	26.48'	N37°44'19"E	23.88'
C9	17.00'	90°43'54"	26.92'	N52°15'03"W	24.19'
C10	17.00'	89°14'50"	26.48'	N51°30'31"W	23.88'
C11	17.00'	90°43'54"	26.92'	N38°28'51"E	24.19'
C12	17.00'	90°00'00"	26.70'	N45°13'02"W	24.04'
C13	17.00'	90°00'00"	26.70'	N44°46'58"E	24.04'
C14	17.00'	90°00'00"	26.70'	N45°13'02"W	24.04'
C15	17.00'	90°00'00"	26.70'	N44°46'58"E	24.04'
C16	65.00'	34°02'13"	38.61'	N85°02'13"E	38.05'
C17	25.00'	49°32'54"	21.62'	N53°10'13"W	20.95'
C18	25.00'	29°41'23"	12.95'	N63°05'59"W	12.81'

FINAL MAP OF
FIDDYMENT RANCH PHASE 2A

LARGE LOT SUBDIVISION
WEST ROSEVILLE SPECIFIC PLAN PARCELS F-7, F-8C, F-8D,
F-9B, F-9C, F-9D, F-11A, F-12, F-13A & F-13B3
SUBDIVISION NO. PL-0364

BEING THE DESIGNATED REMAINDER OF THAT CERTAIN FINAL MAP
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CITY OF ROSEVILLE COUNTY OF PLACER STATE OF CALIFORNIA

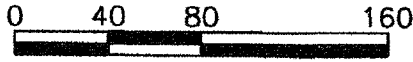
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SCALE: 1" = 80'



LOT 11
SEE SHEET 13

HOLT PARKWAY

LOT 7
SEE SHEET 9

LOT 8
SEE SHEET 10

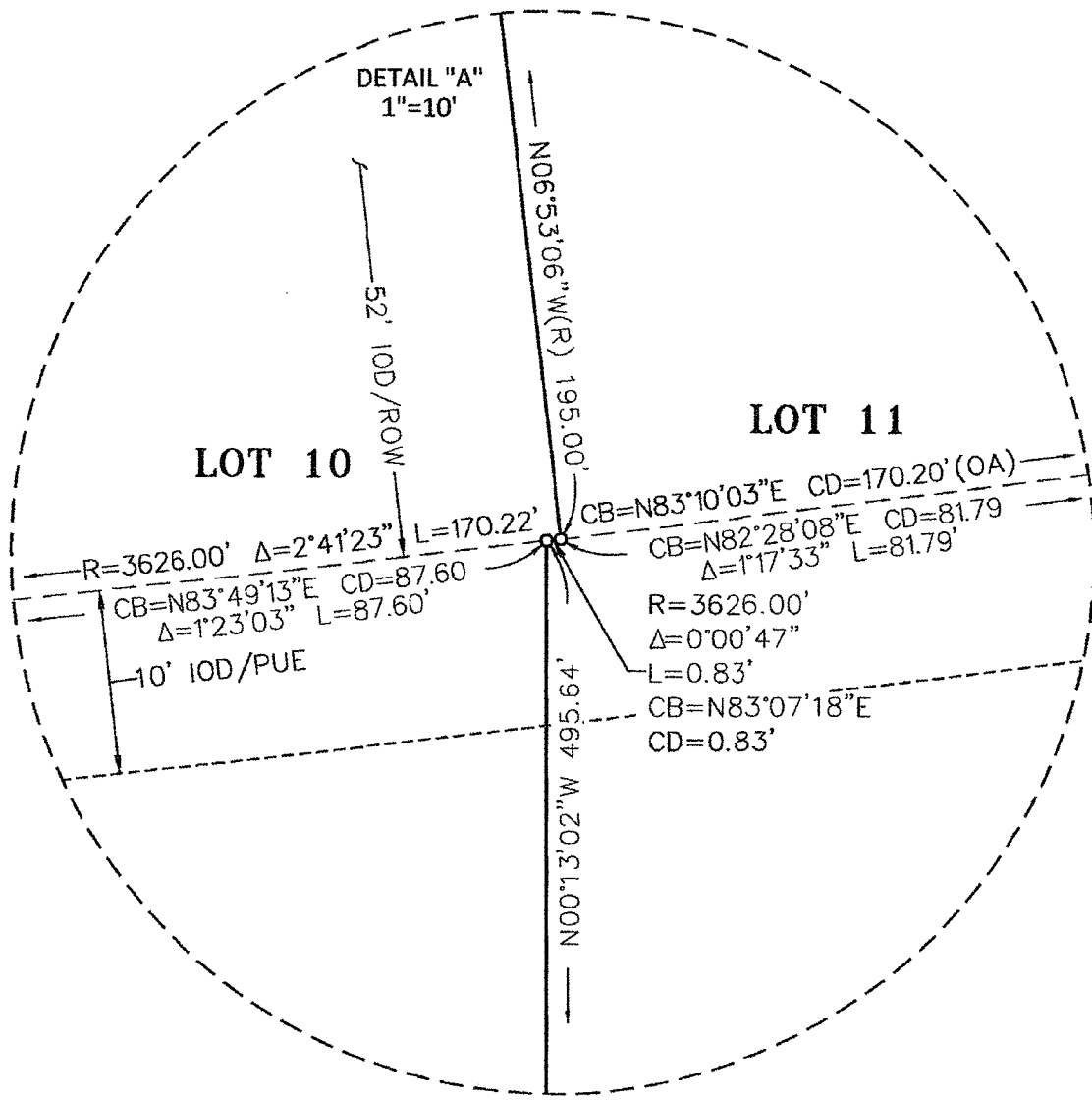
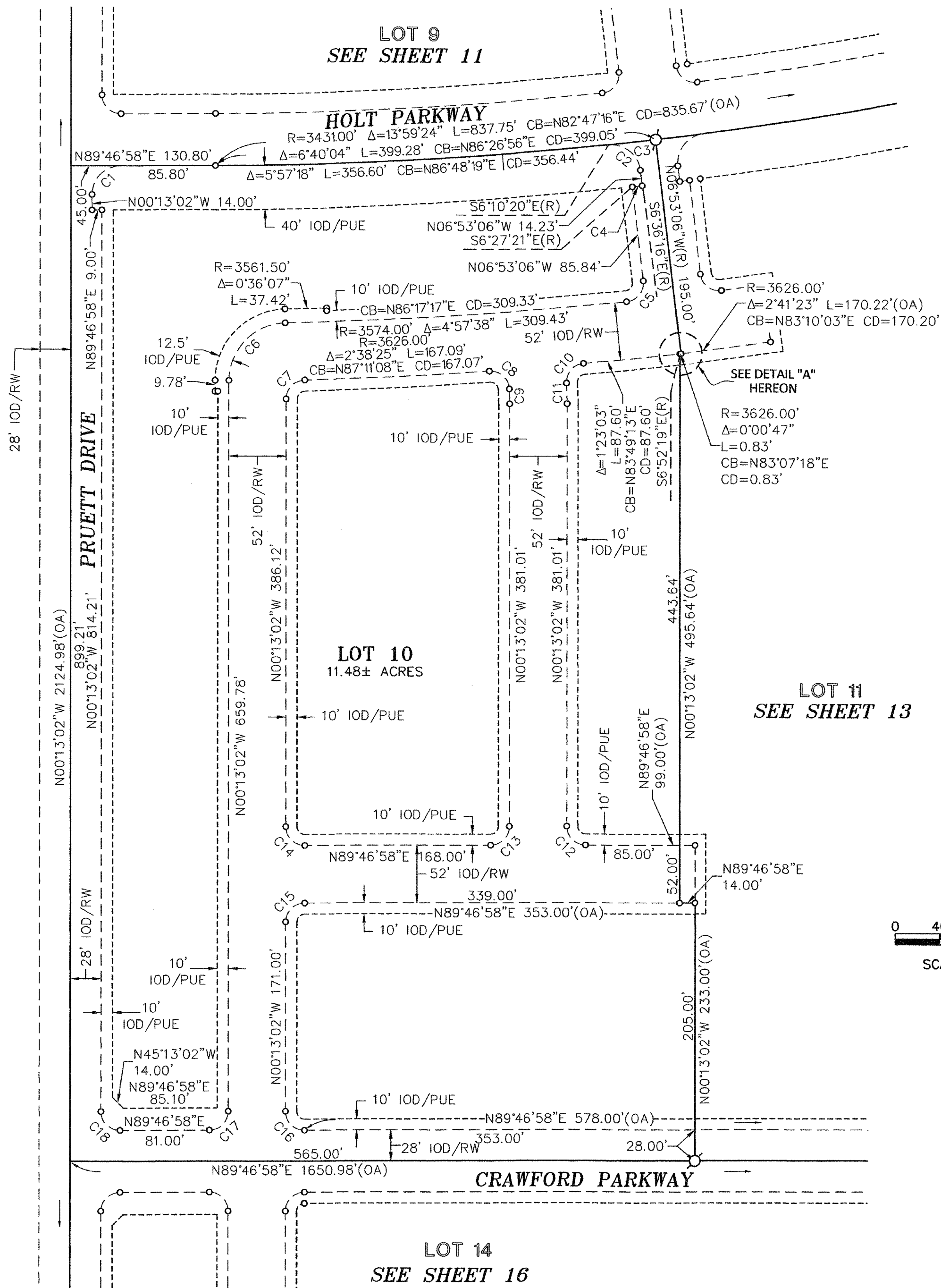
LOT 10
SEE SHEET 12

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

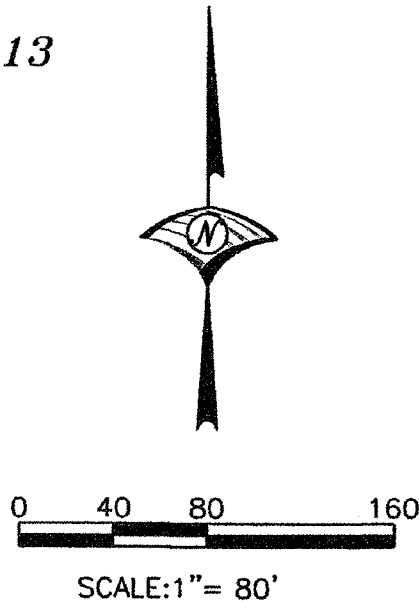
LOT 19
SEE SHEET 3

LOT 6
SEE SHEET 8

LOT 19
SEE SHEET 3



Curve Table - This Sheet Only					
No.	Radius	Delta	Length	Chord Bearing	Chord Dist
C1	26.00'	90°00'00"	40.84'	N44°46'58"E	36.77'
C2	26.00'	89°17'14"	40.52'	N51°31'43"W	36.54'
C3	3431.00'	0°42'46"	42.68'	N83°28'17"E	42.68'
C4	3471.00'	0°08'55"	9.00'	N83°28'12"E	9.00'
C5	17.00'	90°41'34"	26.91'	N38°27'41"E	24.19'
C6	52.00'	88°59'09"	80.76'	N44°16'31"E	72.89'
C7	17.00'	88°43'22"	26.32'	N44°08'39"E	23.77'
C8	17.00'	91°04'54"	27.02'	N48°35'38"W	24.27'
C9	274.00'	2°50'08"	13.56'	N1°38'06"W	13.56'
C10	17.00'	88°00'22"	26.11'	N40°30'33"E	23.62'
C11	326.00'	3°16'36"	18.64'	N1°51'20"W	18.64'
C12	17.00'	90°00'00"	26.70'	N45°13'02"W	24.04'
C13	17.00'	90°00'00"	26.70'	N44°46'58"E	24.04'
C14	17.00'	90°00'00"	26.70'	N45°13'02"W	24.04'
C15	17.00'	90°00'00"	26.70'	N44°46'58"E	24.04'
C16	17.00'	90°00'00"	26.70'	N45°13'02"W	24.04'
C17	17.00'	90°00'00"	26.70'	N44°46'58"E	24.04'
C18	17.00'	90°00'00"	26.70'	N45°13'02"W	24.04'



FINAL MAP OF
FIDDYMENT RANCH PHASE 2A

LARGE LOT SUBDIVISION
WEST ROSEVILLE SPECIFIC PLAN PARCELS F-7, F-8C, F-8D,
F-9B, F-9C, F-9D, F-11A, F-12, F-13A & F-13B3
SUBDIVISION NO. PL-0364

BEING THE DESIGNATED REMAINDER OF THAT CERTAIN FINAL MAP
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F-13B1", FILED IN BOOK DD OF MAPS, AT PAGE 73, BOTH OF O.R.P.C. AND
SITUATE IN SECTIONS 13 AND 24, T11N., R.5E., M.D.M.
CITY OF ROSEVILLE COUNTY OF PLACER STATE OF CALIFORNIA



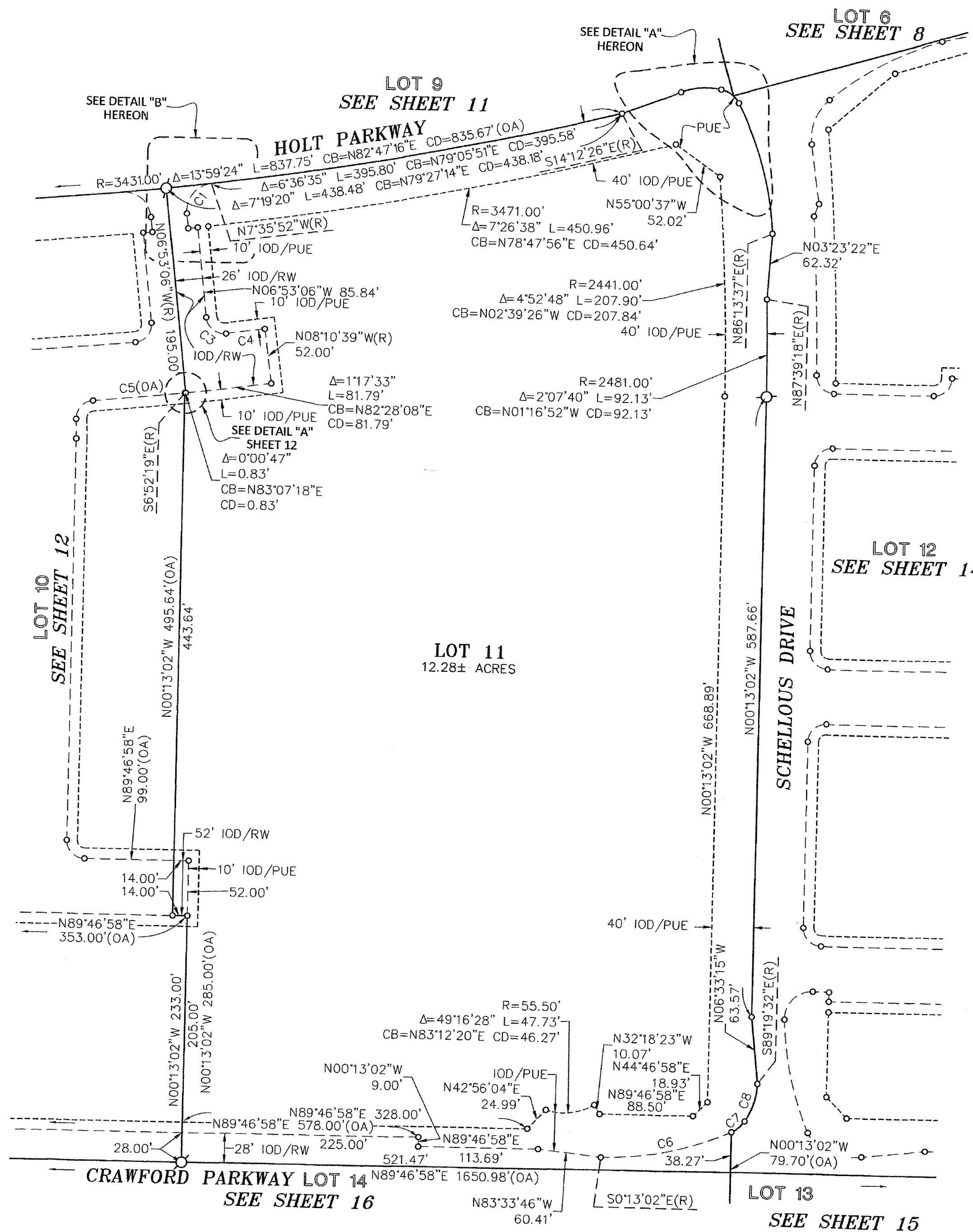
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Sheet 12 of 19

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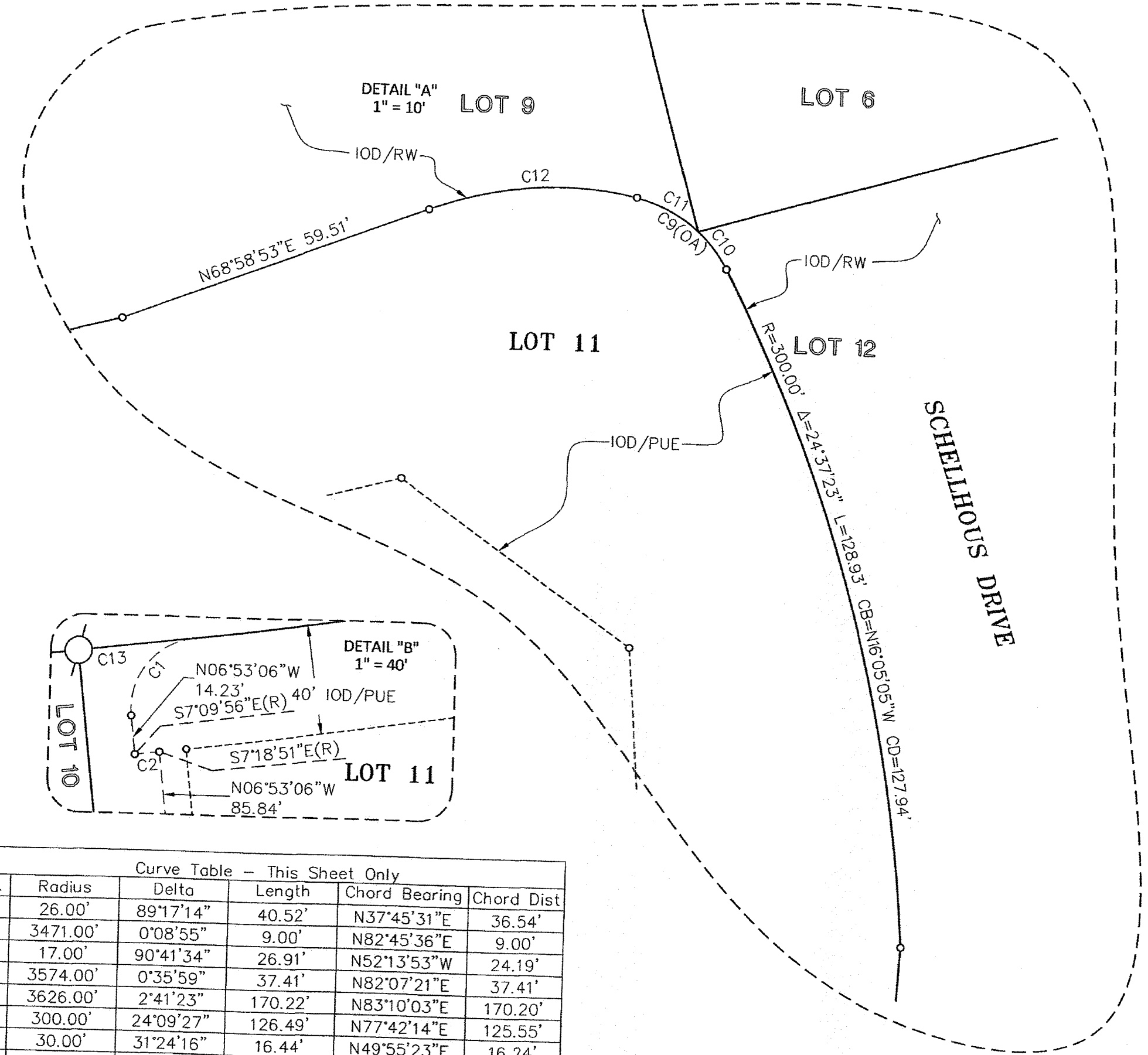
SEE SHEET 2 FOR BASIS OF
BEARINGS, LEGEND, NOTES AND REFERENCES.



Curve Table - This Sheet Only					
No.	Radius	Delta	Length	Chord Bearing	Chord Dist
C1	26.00'	89°17'14"	40.52'	N37°45'31"E	36.54'
C2	3471.00'	0°08'55"	9.00'	N82°45'36"E	9.00'
C3	17.00'	90°41'34"	26.91'	N52°13'53"W	24.19'
C4	3574.00'	0°35'59"	37.41'	N82°07'21"E	37.41'
C5	3626.00'	2°41'23"	170.22'	N83°10'03"E	170.20'
C6	300.00'	24°09'27"	126.49'	N77°42'14"E	125.55'
C7	30.00'	31°24'16"	16.44'	N49°55'23"E	16.24'
C8	65.00'	33°32'46"	38.06'	N17°26'51"E	37.52'
C9	25.00'	49°32'54"	21.62'	N53°10'13"W	20.95'
C10	25.00'	19°51'31"	8.66'	N38°19'32"W	8.62'
C11	25.00'	29°41'23"	12.95'	N63°05'59"W	12.81'
C12	65.00'	34°02'13"	38.61'	N85°02'13"E	38.05'
C13	3431.00'	0°42'46"	42.68'	N82°45'31"E	42.68'



0 40 80 160
SCALE: 1" = 80'



FINAL MAP OF FIDDYMENT RANCH PHASE 2A

LARGE LOT SUBDIVISION
WEST ROSEVILLE SPECIFIC PLAN PARCELS F-7, F-8C, F-8D,
F-9B, F-9C, F-9D, F-11A, F-12, F-13A & F-13B3
SUBDIVISION NO. PL-0364

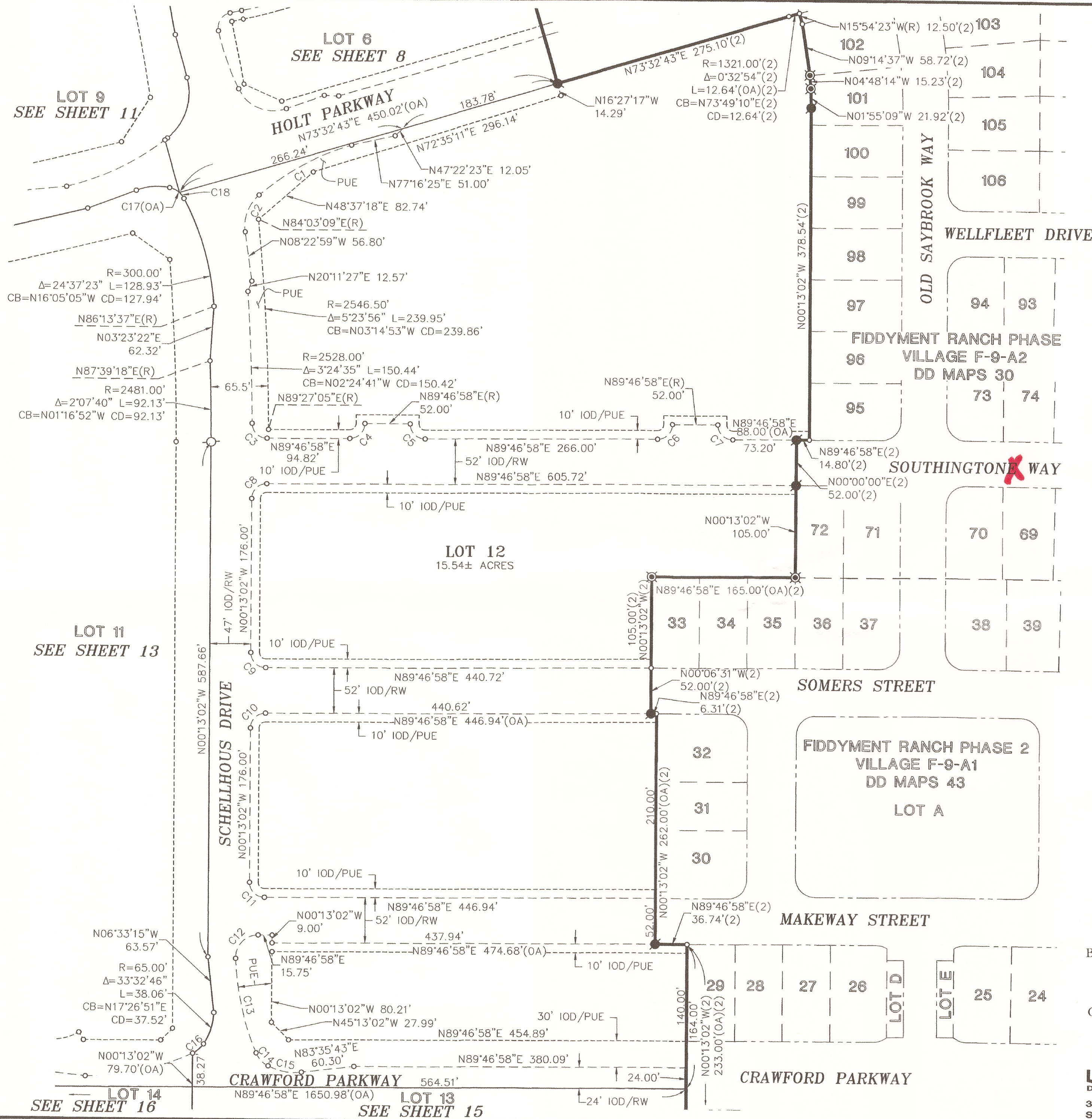
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Sheet 13 of 19

1027.152



Curve Table - This Sheet Only					
No.	Radius	Delta	Length	Chord Bearing	Chord Dist
C1	282.00'	24°35'11"	121.01'	N61°18'07"E	120.08'
C2	47.00'	57°23'30"	47.08'	N20°18'46"E	45.14'
C3	17.00'	89°30'39"	26.56'	N45°27'43"W	23.94'
C4	17.00'	90°00'00"	26.70'	N44°46'58"E	24.04'
C5	17.00'	90°00'00"	26.70'	N45°13'02"W	24.04'
C6	17.00'	90°00'00"	26.70'	N44°46'58"E	24.04'
C7	17.00'	90°00'00"	26.70'	N45°13'02"W	24.04'
C8	17.00'	90°00'00"	26.70'	N44°46'58"E	24.04'
C9	17.00'	90°00'00"	26.70'	N45°13'02"W	24.04'
C10	17.00'	90°00'00"	26.70'	N44°46'58"E	24.04'
C11	17.00'	90°00'00"	26.70'	N45°13'02"W	24.04'
C12	26.00'	92°25'40"	41.94'	N43°34'08"E	37.54'
C13	300.00'	21°03'25"	110.25'	N13°10'25"W	109.63'
C14	30.00'	38°50'02"	20.33'	N43°07'08"W	19.95'
C15	65.00'	34°46'11"	39.44'	N79°55'14"W	38.84'
C16	30.00'	31°24'16"	16.44'	N49°55'23"E	16.24'
C17	25.00'	49°32'54"	21.62'	N53°10'13"W	20.95'
C18	25.00'	19°51'31"	8.66'	N38°19'32"W	8.62'

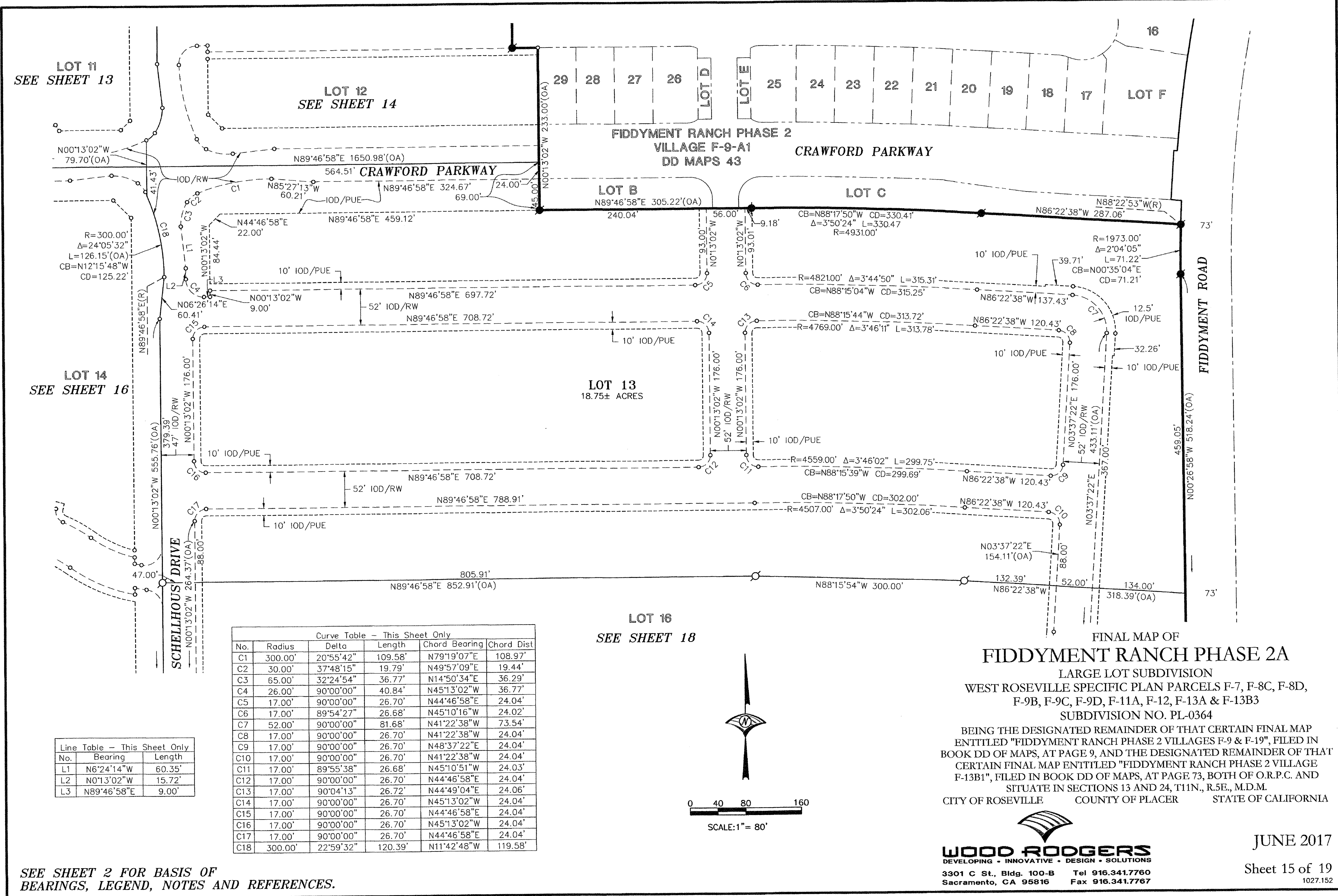
SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES.

FINAL MAP OF
FIDDYMENT RANCH PHASE 2A
LARGE LOT SUBDIVISION
WEST ROSEVILLE SPECIFIC PLAN PARCELS F-7, F-8C, F-8D,
F-9B, F-9C, F-9D, F-11A, F-12, F-13A & F-13B3
SUBDIVISION NO. PL-0364
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1027.152



LOT 11
SEE SHEET 13

LOT 12
SEE SHEET 14

LOT 14
SEE SHEET 16

LOT 13
18.75± ACRES

LOT 16
SEE SHEET 18

FINAL MAP OF
FIDDYMENT RANCH PHASE 2A
LARGE LOT SUBDIVISION
WEST ROSEVILLE SPECIFIC PLAN PARCELS F-7, F-8C, F-8D,
F-9B, F-9C, F-9D, F-11A, F-12, F-13A & F-13B3
SUBDIVISION NO. PL-0364

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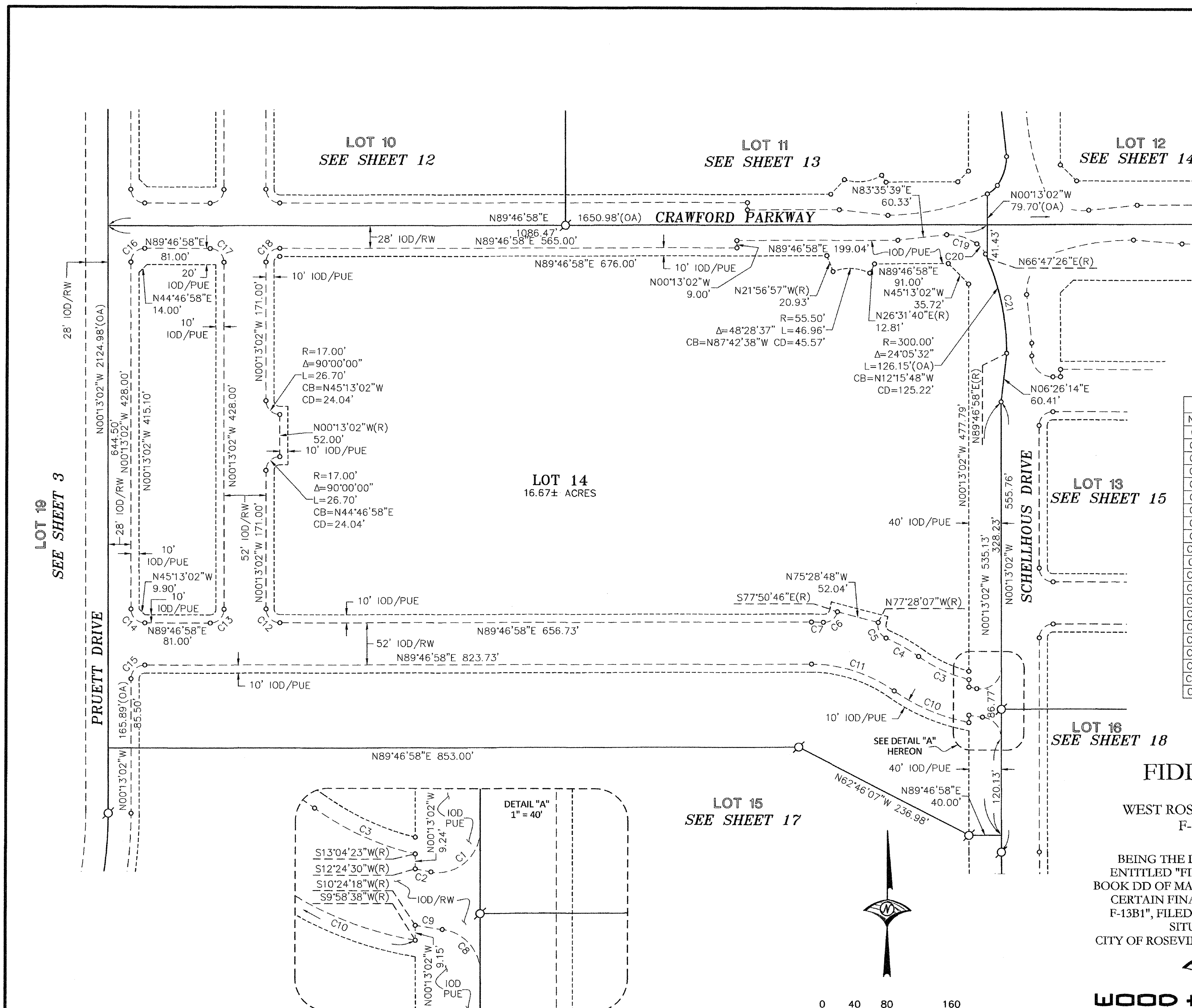
JUNE 2017

Sheet 15 of 19
1027.152

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

Curve Table - This Sheet Only					
No.	Radius	Delta	Length	Chord Bearing	Chord Dist
C1	300.00'	20°55'42"	109.58'	N79°19'07"E	108.97'
C2	30.00'	37°48'15"	19.79'	N49°57'09"E	19.44'
C3	65.00'	32°24'54"	36.77'	N14°50'34"E	36.29'
C4	26.00'	90°00'00"	40.84'	N45°13'02"W	36.77'
C5	17.00'	90°00'00"	26.70'	N44°46'58"E	24.04'
C6	17.00'	89°54'27"	26.68'	N45°10'16"W	24.02'
C7	52.00'	90°00'00"	81.68'	N41°22'38"W	73.54'
C8	17.00'	90°00'00"	26.70'	N41°22'38"W	24.04'
C9	17.00'	90°00'00"	26.70'	N48°37'22"E	24.04'
C10	17.00'	90°00'00"	26.70'	N41°22'38"W	24.04'
C11	17.00'	89°55'38"	26.68'	N45°10'51"W	24.03'
C12	17.00'	90°00'00"	26.70'	N44°46'58"E	24.04'
C13	17.00'	90°04'13"	26.72'	N44°49'04"E	24.06'
C14	17.00'	90°00'00"	26.70'	N45°13'02"W	24.04'
C15	17.00'	90°00'00"	26.70'	N44°46'58"E	24.04'
C16	17.00'	90°00'00"	26.70'	N45°13'02"W	24.04'
C17	17.00'	90°00'00"	26.70'	N44°46'58"E	24.04'
C18	300.00'	22°59'32"	120.39'	N11°42'48"W	119.58'

Line Table - This Sheet Only		
No.	Bearing	Length
L1	N6°24'14"W	60.35'
L2	N0°13'02"W	15.72'
L3	N89°46'58"E	9.00'



Curve Table - This Sheet Only					
No.	Radius	Delta	Length	Chord Bearing	Chord Dist
C1	26.00'	99°31'57"	45.17'	N49°32'56"E	39.70'
C2	183.00'	3°05'36"	9.88'	N79°08'18"W	9.88'
C3	174.00'	22°36'50"	68.68'	N65°37'12"W	68.23'
C4	226.00'	11°49'55"	46.67'	N60°13'45"W	46.59'
C5	17.00'	78°40'36"	23.34'	N26°48'25"W	21.55'
C6	17.00'	81°18'38"	24.13'	N52°48'33"E	22.15'
C7	226.00'	3°40'55"	14.52'	N88°22'35"W	14.52'
C8	26.00'	83°51'28"	38.05'	N42°08'46"W	34.75'
C9	217.00'	4°28'48"	16.97'	N81°50'06"W	16.96'
C10	226.00'	25°42'34"	101.41'	N67°10'05"W	100.56'
C11	174.00'	35°54'15"	109.04'	N72°15'55"W	107.26'
C12	17.00'	90°00'00"	26.70'	N45°13'02"W	24.04'
C13	17.00'	90°00'00"	26.70'	N44°46'58"E	24.04'
C14	17.00'	90°00'00"	26.70'	N45°13'02"W	24.04'
C15	17.00'	90°00'00"	26.70'	N44°46'58"E	24.04'
C16	17.00'	90°00'00"	26.70'	N44°46'58"E	24.04'
C17	17.00'	90°00'00"	26.70'	N45°13'02"W	24.04'
C18	17.00'	90°00'00"	26.70'	N44°46'58"E	24.04'
C19	65.00'	34°55'30"	39.62'	N73°54'08"W	39.01'
C20	30.00'	32°07'49"	16.82'	N40°22'28"W	16.60'
C21	300.00'	22°59'32"	120.39'	N11°42'48"W	119.58'

FINAL MAP OF FIDDYMENT RANCH PHASE 2A

LARGE LOT SUBDIVISION
WEST ROSEVILLE SPECIFIC PLAN PARCELS F-7, F-8C, F-8D,
F-9B, F-9C, F-9D, F-11A, F-12, F-13A & F-13B3
SUBDIVISION NO. PL-0364

BEING THE DESIGNATED REMAINDER OF THAT CERTAIN FINAL MAP
ENTITLED "FIDDYMENT RANCH PHASE 2 VILLAGES F-9 & F-19", FILED IN
BOOK DD OF MAPS, AT PAGE 9, AND THE DESIGNATED REMAINDER OF THAT
CERTAIN FINAL MAP ENTITLED "FIDDYMENT RANCH PHASE 2 VILLAGE
F-13B1", FILED IN BOOK DD OF MAPS, AT PAGE 73, BOTH OF O.R.P.C. AND
SITUATE IN SECTIONS 13 AND 24, T11N., R.5E., M.D.M.
CITY OF ROSEVILLE COUNTY OF PLACER STATE OF CALIFORNIA

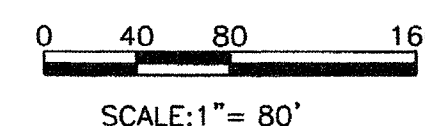


WOOD RODGERS
DEVELOPING • INNOVATIVE • DESIGN • SOLUTIONS
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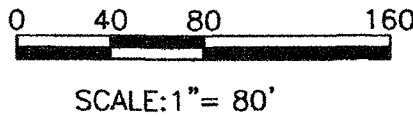
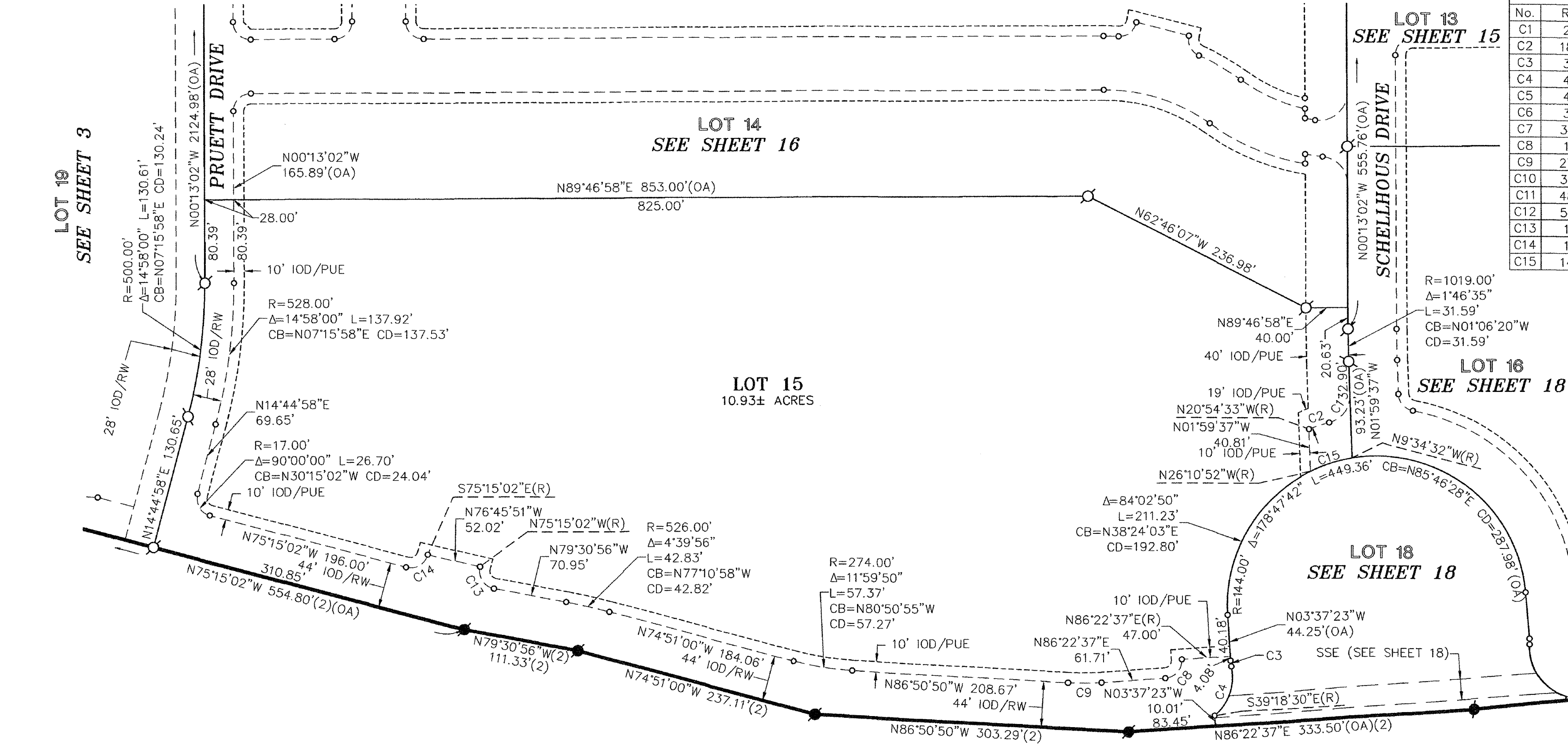
JUNE 2017

Sheet 16 of 19
1027.152

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



Curve Table - This Sheet Only					
No.	Radius	Delta	Length	Chord Bearing	Chord Dist
C1	26.00'	77°30'20"	35.17'	N36°45'33"E	32.55'
C2	182.00'	6°25'16"	20.40'	N72°18'05"E	20.39'
C3	36.00'	8°50'59"	5.56'	N8°02'52"W	5.55'
C4	48.00'	63°09'52"	52.92'	N19°06'34"E	50.28'
C5	48.00'	118°43'05"	99.46'	N46°53'11"E	82.60'
C6	36.00'	19°52'06"	12.48'	N83°41'20"W	12.42'
C7	317.00'	6°46'32"	37.49'	N89°45'54"E	37.47'
C8	17.00'	90°00'00"	26.70'	N41°22'37"E	24.04'
C9	274.00'	6°46'32"	32.40'	N89°45'54"E	32.38'
C10	317.00'	11°59'50"	66.38'	N80°50'55"W	66.26'
C11	483.00'	4°39'56"	39.33'	N77°10'58"W	39.32'
C12	517.00'	4°15'54"	38.48'	N77°22'59"W	38.48'
C13	17.00'	94°15'54"	27.97'	N32°22'59"W	24.92'
C14	17.00'	90°00'00"	26.70'	N59°44'58"E	24.04'
C15	144.00'	16°36'20"	41.73'	N72°07'18"E	41.59'



FINAL MAP OF
FIDDYMENT RANCH PHASE 2A

LARGE LOT SUBDIVISION
WEST ROSEVILLE SPECIFIC PLAN PARCELS F-7, F-8C, F-8D,
F-9B, F-9C, F-9D, F-11A, F-12, F-13A & F-13B3
SUBDIVISION NO. PL-0364

BEING THE DESIGNATED REMAINDER OF THAT CERTAIN FINAL MAP
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CITY OF ROSEVILLE COUNTY OF PLACER STATE OF CALIFORNIA

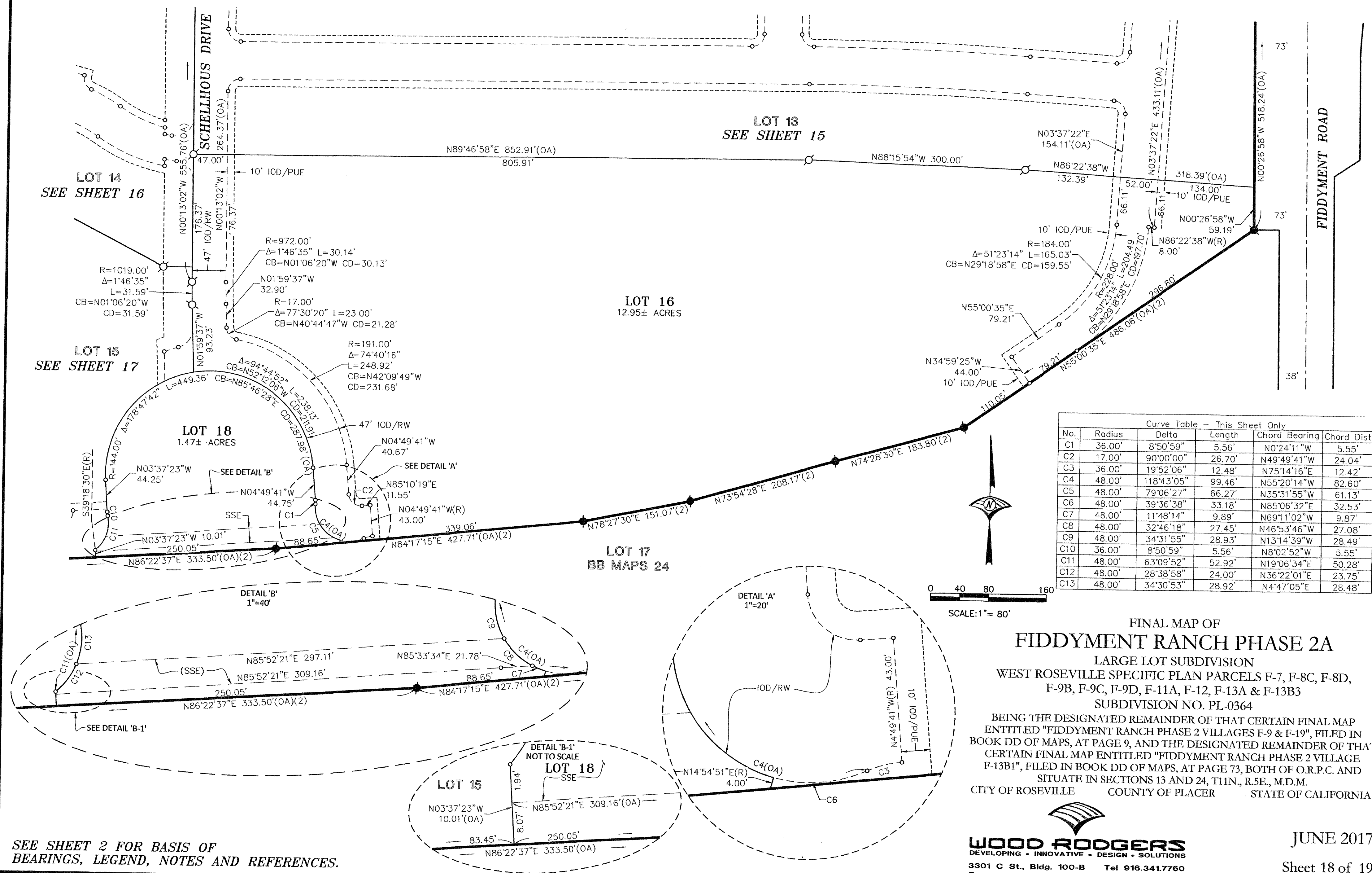


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JUNE 2017

Sheet 17 of 19
1027.152

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



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

SCALE: 1" = 80'

FINAL MAP OF
FIDDYMENT RANCH PHASE 2A
LARGE LOT SUBDIVISION
WEST ROSEVILLE SPECIFIC PLAN PARCELS F-7, F-8C, F-8D,
F-9B, F-9C, F-9D, F-11A, F-12, F-13A & F-13B3
SUBDIVISION NO. PL-0364
BEING THE DESIGNATED REMAINDER OF THAT CERTAIN FINAL MAP
ENTITLED "FIDDYMENT RANCH PHASE 2 VILLAGES F-9 & F-19", FILED IN
BOOK DD OF MAPS, AT PAGE 9, AND THE DESIGNATED REMAINDER OF THAT
CERTAIN FINAL MAP ENTITLED "FIDDYMENT RANCH PHASE 2 VILLAGE
F-13B1", FILED IN BOOK DD OF MAPS, AT PAGE 73, BOTH OF O.R.P.C. AND
SITUATE IN SECTIONS 13 AND 24, T11N., R.5E., M.D.M.
CITY OF ROSEVILLE COUNTY OF PLACER STATE OF CALIFORNIA


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Sacramento, CA 95816

Tel 916.341.7760
Fax 916.341.7767

JUNE 2017

Sheet 18 of 19

1027.152

Sheet 19 of 19
1027.152



COUNCIL COMMUNICATION

CC #: 0181

File #: 0400-04-09-1

Title: Fiddymment Ranch Phase 2, Village F-7A - Notice of Completion

Contact: Ignacio Vizcarra 916-774-5578 ivizcarra@roseville.ca.us

Meeting Date: 7/17/2019

Item #: 7.7.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council take the following action:

1. Adopt the attached resolution accepting Project Fiddymment Ranch Phase 2, Village F-7A, CWJ # 170111, as complete.
2. Authorize 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.

ECONOMIC DEVELOPMENT / JOBS CREATED

Accepting the project as complete will not directly create jobs but rather maintain current employee levels of the developer until such a time the project is fully built out.

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 Fiddymment Ranch Phase 2, Village F-7A project meets the above

criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Ignacio Vizcarra, Construction Inspector

Mike Isom, Development Services Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 19-328

Notice of Completion

Exhibit A - Vicinity map FRIL-Village F-7A

Final map, FRIL-Village F-7A

RESOLUTION NO. 19-328

RESOLUTION OF THE COUNCIL OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS Fiddymment Ranch Phase 2, Village F-7A 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 Fiddymment Ranch Phase 2, Village F-7A 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 EE of Maps, Page 24 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 _____, 20____, 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

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)

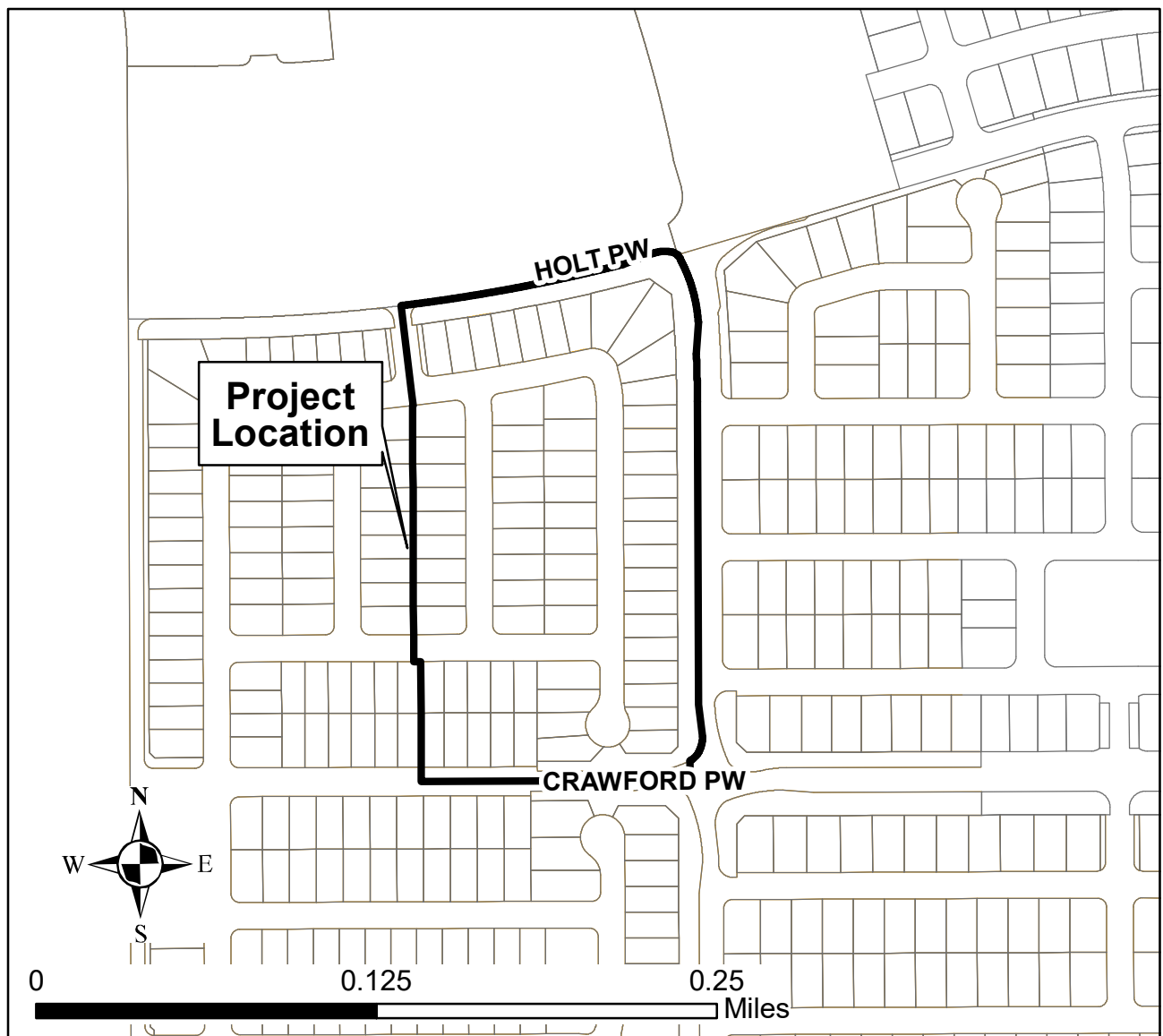
Subscribed and sworn to (or affirmed) before
me on this _____ day of _____,
20____, (1) _____
(and (2) _____),
proved to me on the basis of satisfactory
evidence to be the person(s) who appeared
before me.

Place Notary Seal Above

Signature of Notary Public

EXHIBIT A

City of Roseville Fiddymment Ranch Phase 2 Village F-7A



FINAL MAP OF
FIDDYMENT RANCH PHASE 2
VILLAGE F-7A

WEST ROSEVILLE SPECIFIC PLAN PARCEL F-7A
SUBDIVISION NO. PL14-0438

BEING ALL OF LOT 11 OF THAT CERTAIN FINAL MAP ENTITLED "FIDDYMENT RANCH PHASE 2A LARGE LOT SUBDIVISION", FILED IN BOOK DD OF MAPS, AT PAGE 88, O.R.P.C. AND SITUATE IN SECTION 13, T11N., R.5E., M.D.M.

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

AUGUST 2018

Sheet 1 of 7
1027.156

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 2 - VILLAGE F-7A" 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:

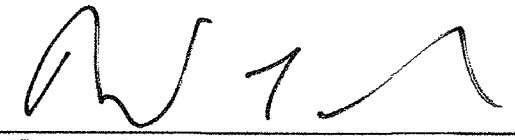
THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS EASEMENT FOR PUBLIC PURPOSES:

- 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 A AND B AND THOSE STRIPS OF LAND TEN (10) FEET AND TWELVE AND ONE-HALF (12.5) FEET IN WIDTH AND CONTIGUOUS TO THE STREETS SHOWN HEREON AND DESIGNATED "10' PUE" AND "12.5' PUE".

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

- A. AS PUBLIC RIGHTS-OF-WAY (INCLUDING THE IMPROVEMENTS THEREON), THE STREETS SHOWN HEREON AS CRAWFORD PARKWAY, FALMOUTH WAY, FALMOUTH COURT, LANESBOROUGH STREET, MANSFIELD STREET, AND SHUTESBURY STREET.
- B. FOR LANDSCAPING PURPOSES AND AS PUBLIC RIGHTS-OF-WAY THE LOTS SHOWN HEREON AS LOTS 'A' AND 'B'.

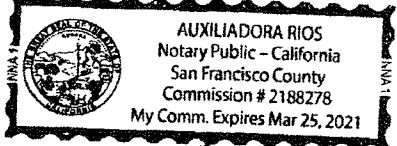
ATC REALTY ONE, LLC
A DELAWARE LIMITED LIABILITY COMPANY

BY: 
DAVID L. ASH
ITS: SENIOR 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.

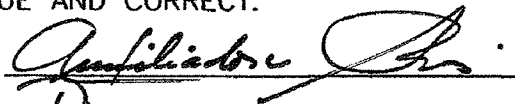
STATE OF CALIFORNIA)
COUNTY OF San Francisco) SS



ON 11th DAY OF July, 2018 BEFORE ME, Auxiliadora Rios,
Rios, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND
STATE, PERSONALLY APPEARED David L. Ash

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 IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL: 
PRINTED NAME: Auxiliadora Rios

MY PRINCIPLE PLACE OF BUSINESS IS IN THE
COUNTY OF: San Francisco

MY COMMISSION EXPIRES: March 25, 2021

MY COMMISSION No.: 2188278

CITY CLERK'S STATEMENT

I HEREBY STATE THAT THE CITY COUNCIL, CITY OF ROSEVILLE HAS APPROVED THIS FINAL MAP OF FIDDYMENT RANCH PHASE 2 - VILLAGE F-7A AND HAS ACCEPTED ON BEHALF OF THE PUBLIC, SUBJECT TO IMPROVEMENT, LOT A, LOT B, THE RIGHTS-OF-WAY AND EASEMENTS OFFERED HEREON FOR DEDICATION; AND HAS APPROVED THE ABANDONMENT OF THE I.O.D.'S FOR RIGHT-OF-WAY AND PUBLIC UTILITY EASEMENTS WITHIN NOTE 6 ON SHEET 2.

8/16/18
DATE


CITY CLERK, CITY OF ROSEVILLE

BY: _____
ASSISTANT CITY CLERK

RECORDER'S STATEMENT

FILED THIS 7th DAY OF SEPTEMBER, 2018, AT 11:42 A.M. IN
BOOK EE OF MAPS, AT PAGE 24, AT THE REQUEST OF WOOD RODGERS, INC.

FEE: \$ 101.00

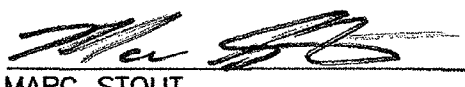
DOCUMENT NO.: 2018-0064919

BY: RYAN RONCO
RYAN RONCO
COUNTY RECORDER
COUNTY OF PLACER

BY: 
DEPUTY RECORDER

CITY ENGINEER'S STATEMENT

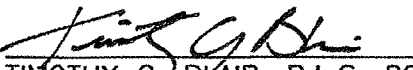
I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF FIDDYMENT RANCH PHASE 2 - VILLAGE F-7A AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP ON FILE AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH.


MARC STOUT
CITY ENGINEER, CITY OF ROSEVILLE
R.C.E. #69879 EXPIRATION DATE 09/30/2018

8/2/18
DATE

I HEREBY STATE THAT I AM SATISFIED THAT THIS FINAL MAP OF FIDDYMENT RANCH PHASE 2 - VILLAGE F-7A IS TECHNICALLY CORRECT.

FOR MARC STOUT, CITY ENGINEER, CITY OF ROSEVILLE


TIMOTHY G. BLAIR, P.L.S. 8278
EXPIRATION DATE: 12/31/2019

8/2/18
DATE

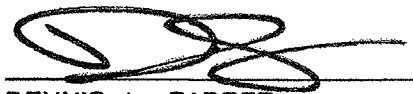


SURVEYOR'S STATEMENT

THIS FINAL MAP OF FIDDYMENT RANCH PHASE 2 - VILLAGE F-7A 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 ATC REALTY ONE, LLC, A DELAWARE LIMITED LIABILITY COMPANY, IN JULY 2016. 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 AUGUST 31, 2020 AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

WOOD RODGERS, INC.




DENNIS L. BARBER
P.L.S. 8067 EXP. 12/31/2019

7/12/18
DATE

REFERENCES:

- (1) DD MAPS 88 FINAL MAP OF FIDDYMENT RANCH PHASE 2A - LARGE LOT SUBDIVISION

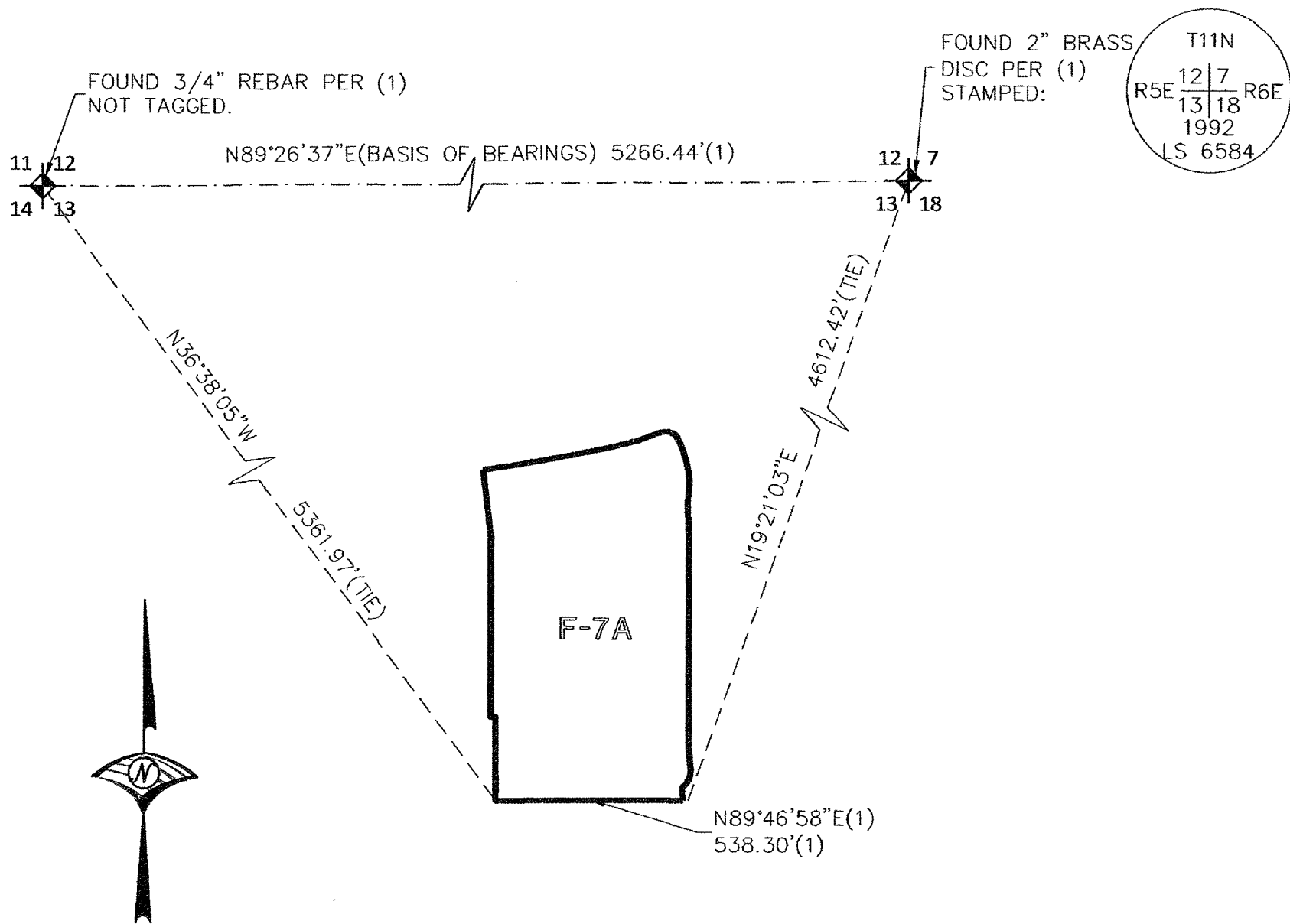
BASIS OF BEARINGS STATEMENT

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE NORTH LINE OF SECTION 13, T.11N., R.5E., M.D.M. SAID BEARING IS TAKEN AS NORTH 89°26'37" EAST PER THE FINAL MAP OF FIDDYMENT RANCH PHASE 2A - LARGE LOT SUBDIVISION.

NOTES

- ALL CURVES DIMENSIONED WITH RADIUS, DELTA, ARC LENGTH, CHORD BEARING, AND CHORD DISTANCE.
- ALL DISTANCES SHOWN HEREON ARE EXPRESSED IN FEET AND DECIMALS THEREOF.
- DUE TO ROUNDING THE SUM OF THE INDIVIDUAL DIMENSIONS MAY NOT EQUAL THE OVERALL DIMENSION.
- TOTAL AREA FOR THIS "FIDDYMENT RANCH PHASE 2 - VILLAGE F-7A" SUBDIVISION IS 12.28± ACRES, CONSISTING OF 67 RESIDENTIAL LOTS, AND 2 MISCELLANEOUS LOTS.
- 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.
- PURSUANT TO SECTION 66434(g) OF THE GOVERNMENT CODE, THE FOLLOWING PUBLIC IRREVOCABLE OFFERS OF DEDICATION/RIGHTS OF WAY (IOD/RW) AND PUBLIC UTILITY EASEMENTS ARE HEREBY ABANDONED:
 - THOSE PORTIONS OF THE IOD/RW DEPICTED ON THE MAP ENTITLED "FIDDYMENT RANCH PHASE 2A - LARGE LOT SUBDIVISION", FILED IN BOOK DD OF MAPS, AT PAGE 88, O.R.P.C., WHICH LIE WITHIN THE BOUNDARY OF THIS MAP.
 - THOSE PORTIONS OF THE PUE DEPICTED ON THE MAP ENTITLED "FIDDYMENT RANCH PHASE 2A - LARGE LOT SUBDIVISION", FILED IN BOOK DD OF MAPS, AT PAGE 88, O.R.P.C., WHICH LIE WITHIN THE BOUNDARY OF THIS MAP.

BASIS OF BEARINGS DIAGRAM
NOT TO SCALE



LEGEND

- o DIMENSION POINT
- Found Section Corner as Noted
- Found 5/8" Rebar with Plastic Cap Stamped "LS 8067" per DD Maps 88
- 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
- (R) RADIAL BEARING
- (X) SHEET INDEX NUMBER

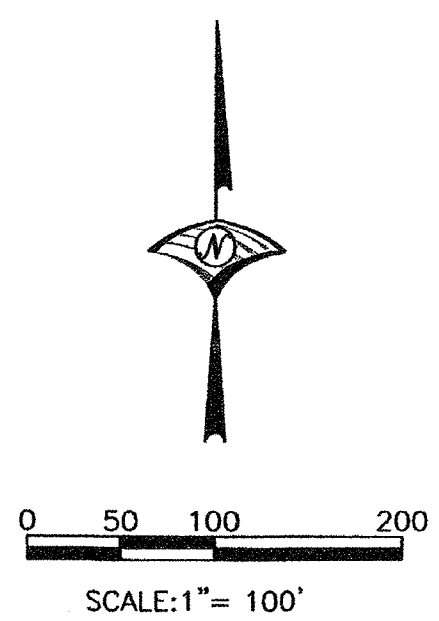
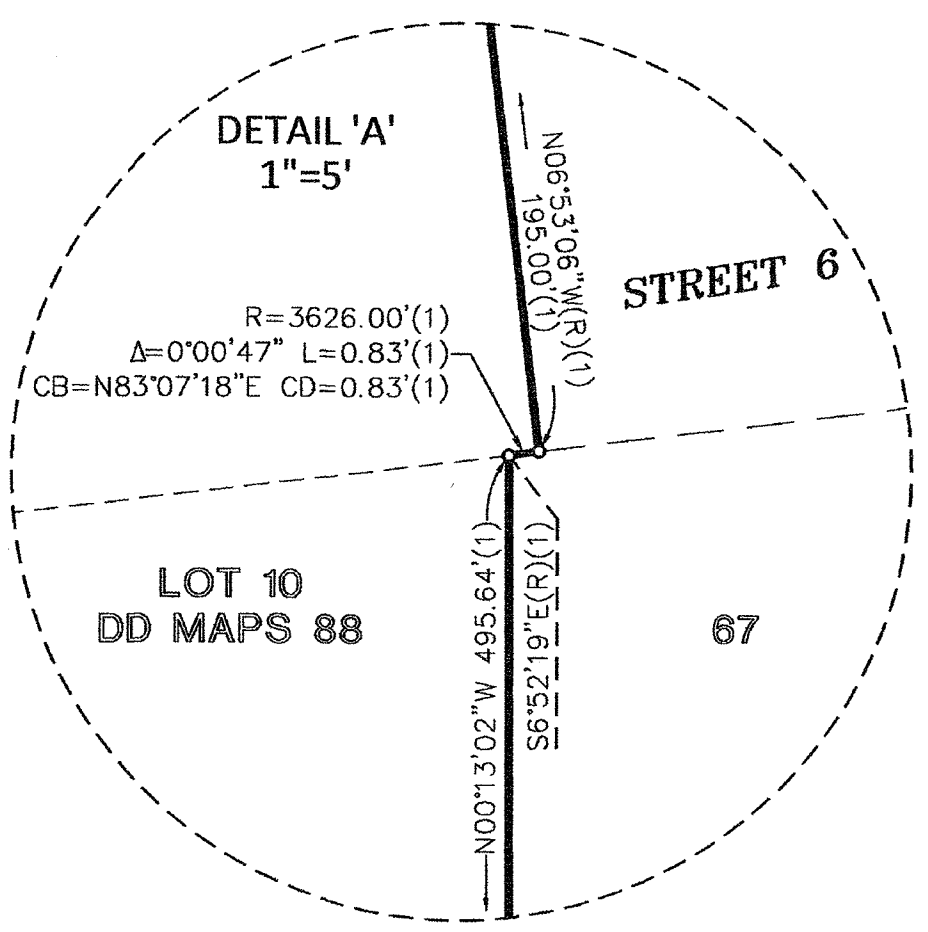
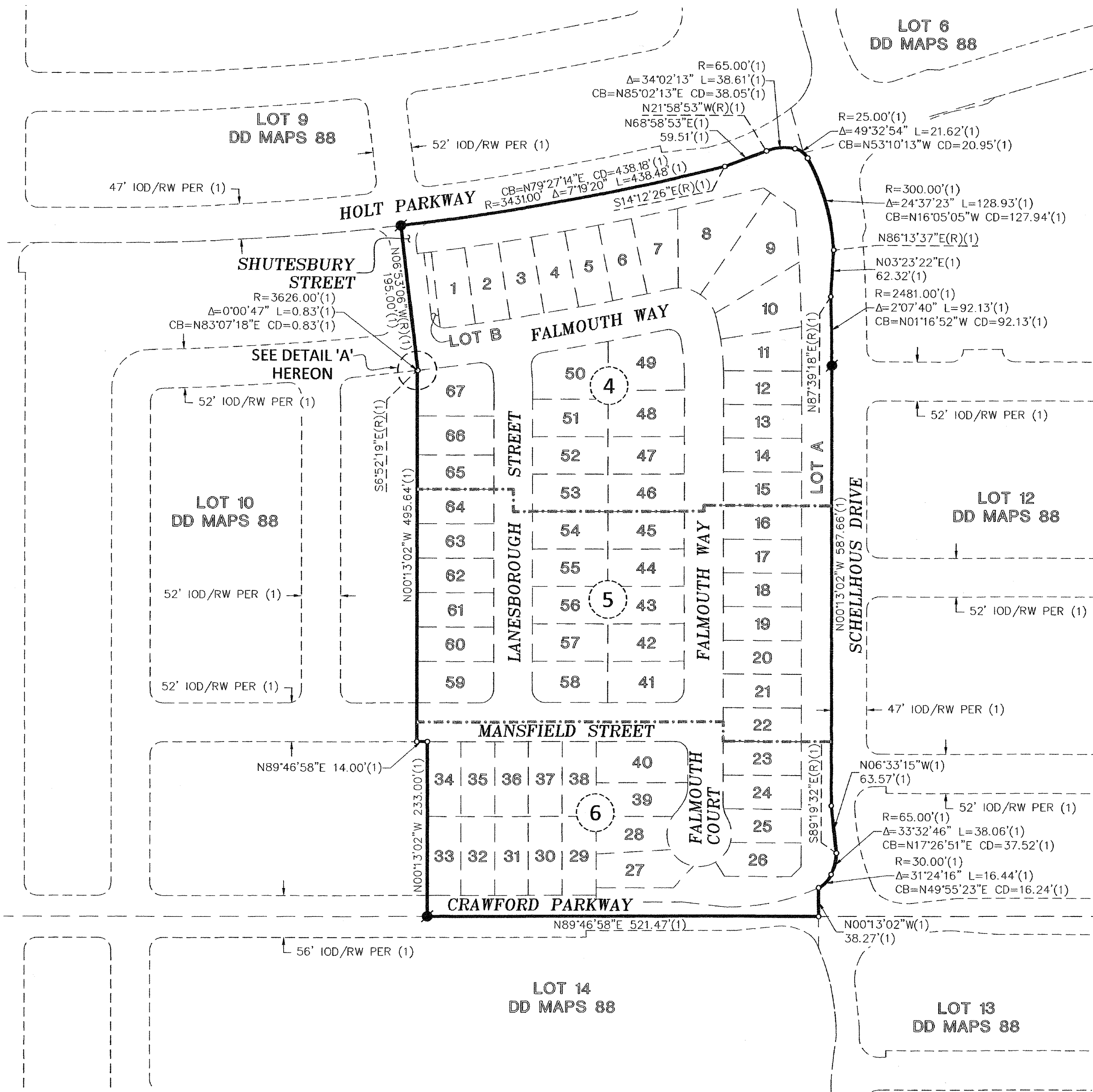
FINAL MAP OF
**FIDDYMENT RANCH PHASE 2
VILLAGE F-7A**
WEST ROSEVILLE SPECIFIC PLAN PARCEL F-7A
SUBDIVISION NO. PL14-0438
BEING ALL OF LOT 11 OF THAT CERTAIN FINAL MAP ENTITLED "FIDDYMENT RANCH PHASE 2A LARGE LOT SUBDIVISION", FILED IN BOOK DD OF MAPS, AT PAGE 88, O.R.P.C. AND SITUATE IN SECTION 13, T.11N., R.5E., M.D.M.
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

AUGUST 2018

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1027.156

VILLAGE BOUNDARY AND SHEET INDEX



FINAL MAP OF
FIDDYMENT RANCH PHASE 2
VILLAGE F-7A

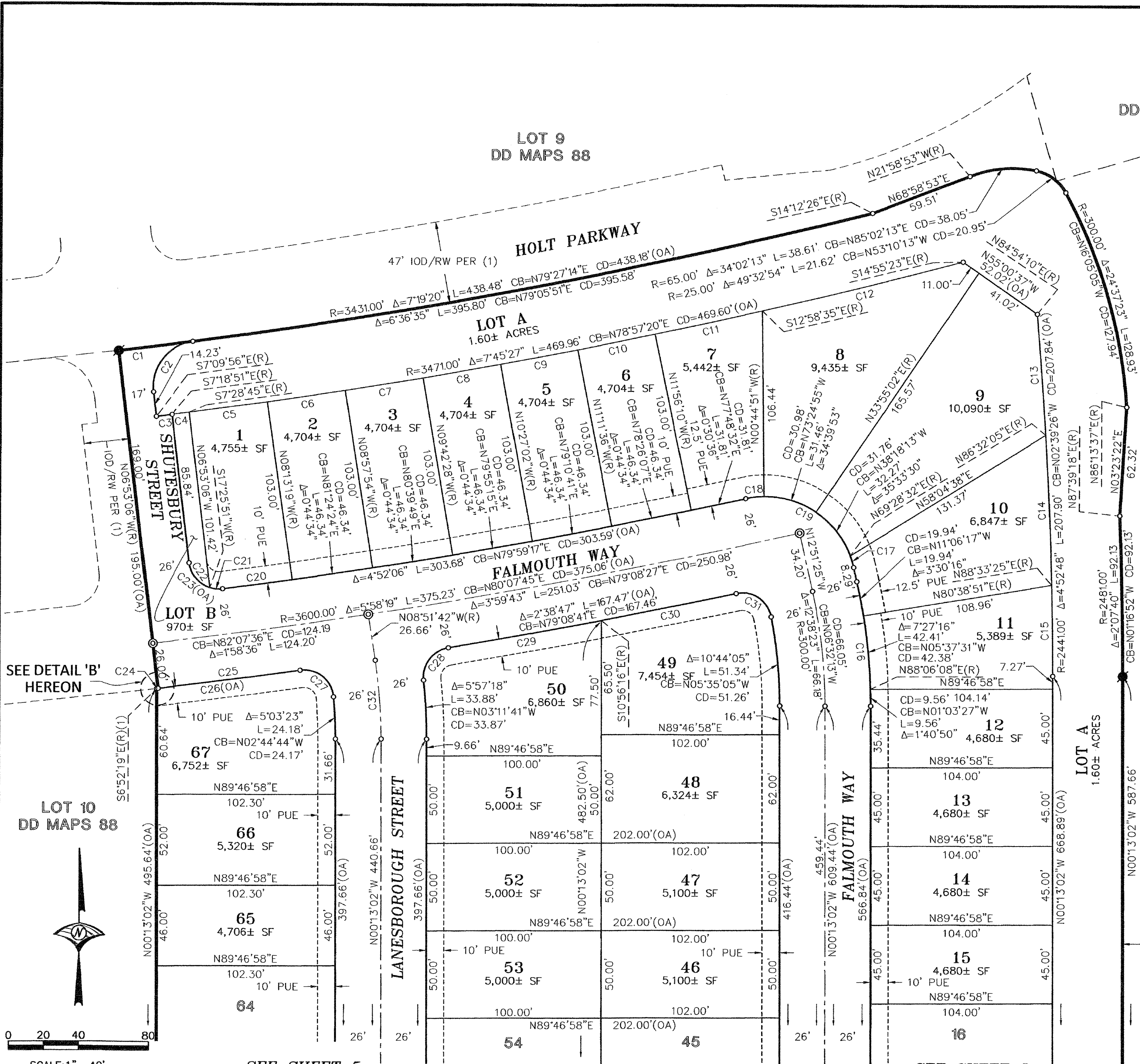
WEST ROSEVILLE SPECIFIC PLAN PARCEL F-7A
SUBDIVISION NO. PL14-0438
BEING ALL OF LOT 11 OF THAT CERTAIN FINAL MAP ENTITLED "FIDDYMENT RANCH PHASE 2A LARGE LOT SUBDIVISION", FILED IN BOOK DD OF MAPS, AT PAGE 88, O.R.P.C. AND SITUATE IN SECTION 13, T11N., R.5E., M.D.M.
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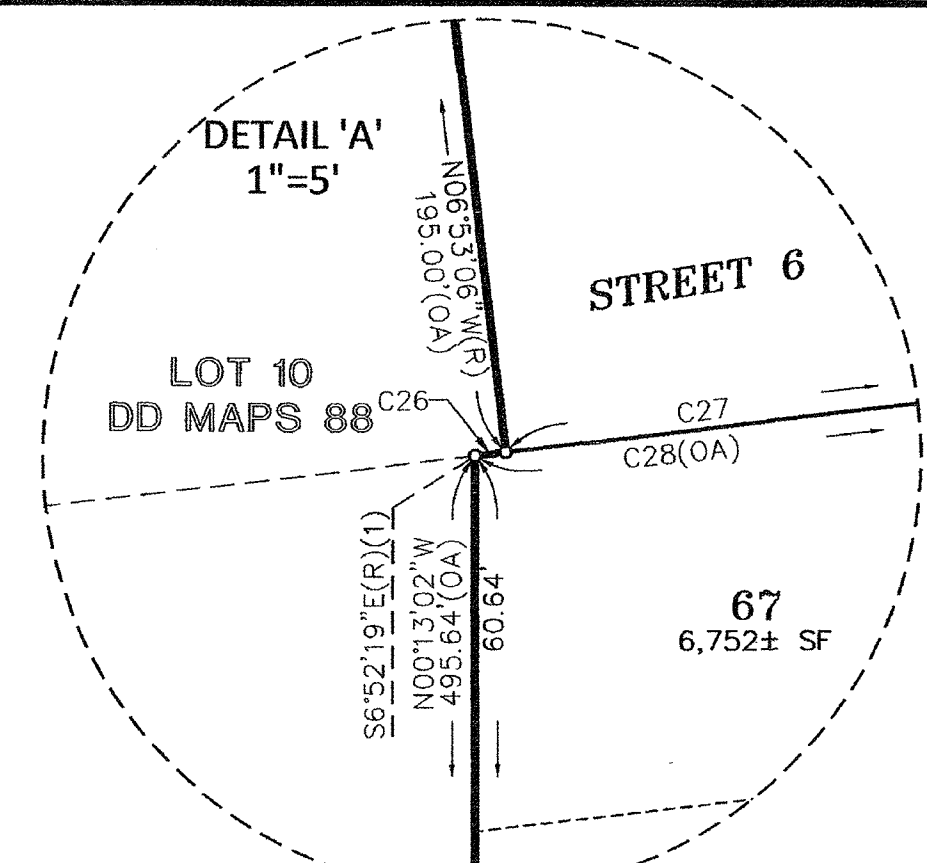
AUGUST 2018

Sheet 3 of 7
1027.156

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



SCALE: 1" = 40'
SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES.

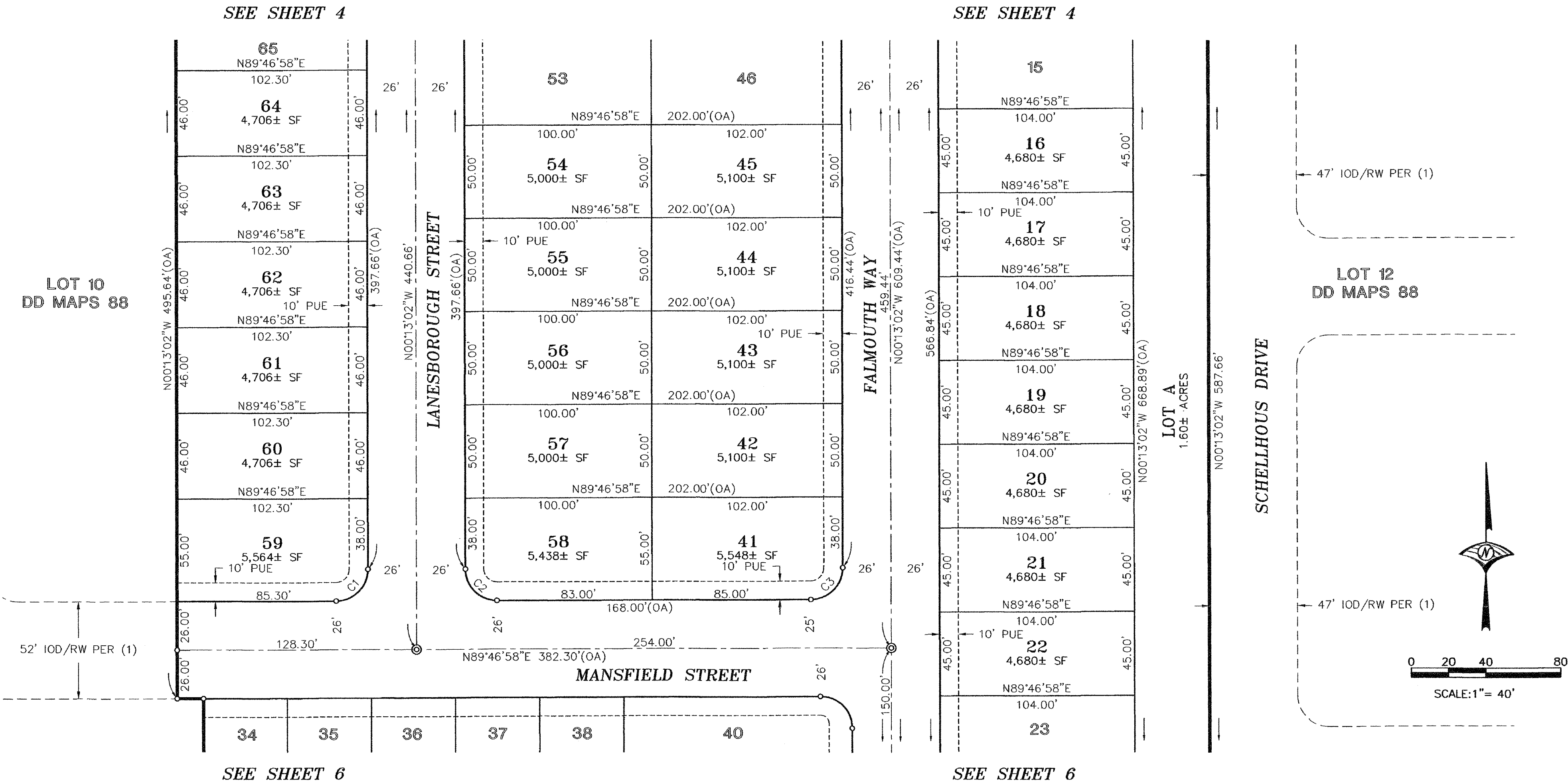


Curve Table - This Sheet Only					
No.	Radius	Delta	Length	Chord Bearing	Chord Dist
C1	3431.00'	0°42'46"	42.68'	N82°45'31"E	42.68'
C2	26.00'	89°17'14"	40.52'	N37°45'31"E	36.54'
C3	3471.00'	0°08'55"	9.00'	N82°45'36"E	9.00'
C4	3471.00'	0°09'54"	10.00'	N82°36'12"E	10.00'
C5	3471.00'	0°44'34"	45.00'	N82°08'58"E	45.00'
C6	3471.00'	0°44'34"	45.00'	N81°24'24"E	45.00'
C7	3471.00'	0°44'34"	45.00'	N80°39'49"E	45.00'
C8	3471.00'	0°44'34"	45.00'	N79°55'15"E	45.00'
C9	3471.00'	0°44'34"	45.00'	N79°10'41"E	45.00'
C10	3471.00'	0°44'34"	45.00'	N78°26'07"E	45.00'
C11	3471.00'	1°02'25"	63.01'	N77°32'38"E	63.01'
C12	3471.00'	1°56'49"	117.94'	N76°03'01"E	117.94'
C13	2441.00'	1°37'55"	69.52'	N4°16'53"W	69.52'
C14	2441.00'	2°01'20"	86.15'	N2°27'15"W	86.15'
C15	2441.00'	1°13'33"	52.23'	N0°49'49"W	52.23'
C16	326.00'	12°38'23"	71.92'	N6°32'13"W	71.77'
C17	52.00'	7°40'04"	6.96'	N16°41'26"W	6.95'
C18	52.00'	11°41'55"	10.62'	N83°24'12"E	10.60'
C19	52.00'	89°35'21"	81.31'	N57°39'05"W	73.27'
C20	3574.00'	0°38'40"	40.20'	N82°06'01"E	40.20'
C21	17.00'	25°00'30"	7.42'	N85°04'24"W	7.36'
C22	17.00'	65°41'03"	19.49'	N39°43'38"W	18.44'
C23	17.00'	90°41'34"	26.91'	N52°13'53"W	24.19'
C24	3626.00'	0°00'47"	0.83'	N83°07'18"E	0.83'
C25	3626.00'	1°17'33"	81.79'	N82°28'08"E	81.79'
C26	3626.00'	1°18'20"	82.62'	N82°28'31"E	82.62'
C27	17.00'	92°54'14"	27.57'	N51°43'32"W	24.64'
C28	17.00'	86°38'25"	25.71'	N37°08'52"E	23.33'
C29	3626.00'	1°24'21"	88.96'	N79°45'55"E	88.96'
C30	3626.00'	1°14'26"	78.51'	N78°26'31"E	78.51'
C31	17.00'	91°13'35"	27.07'	N56°33'54"W	24.30'
C32	300.00'	8°38'40"	45.26'	N4°32'22"W	45.22'

FINAL MAP OF
FIDDYMENT RANCH PHASE 2
VILLAGE F-7A
WEST ROSEVILLE SPECIFIC PLAN PARCEL F-7A
SUBDIVISION NO. PL14-0438
BEING ALL OF LOT 11 OF THAT CERTAIN FINAL MAP ENTITLED "FIDDYMENT RANCH PHASE 2A LARGE LOT SUBDIVISION", FILED IN BOOK DD OF MAPS, A1' PAGE 88, O.R.P.C. AND SITUATE IN SECTION 13, T11N., R5E., M.D.M.
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

AUGUST 2018
Sheet 4 of 7
1027.156



Curve Table - This Sheet Only					
No.	Radius	Delta	Length	Chord Bearing	Chord Dist
C1	17.00'	90°00'00"	26.70'	N44°46'58"E	24.04'
C2	17.00'	90°00'00"	26.70'	N45°13'02"W	24.04'
C3	17.00'	90°00'00"	26.70'	N44°46'58"E	24.04'

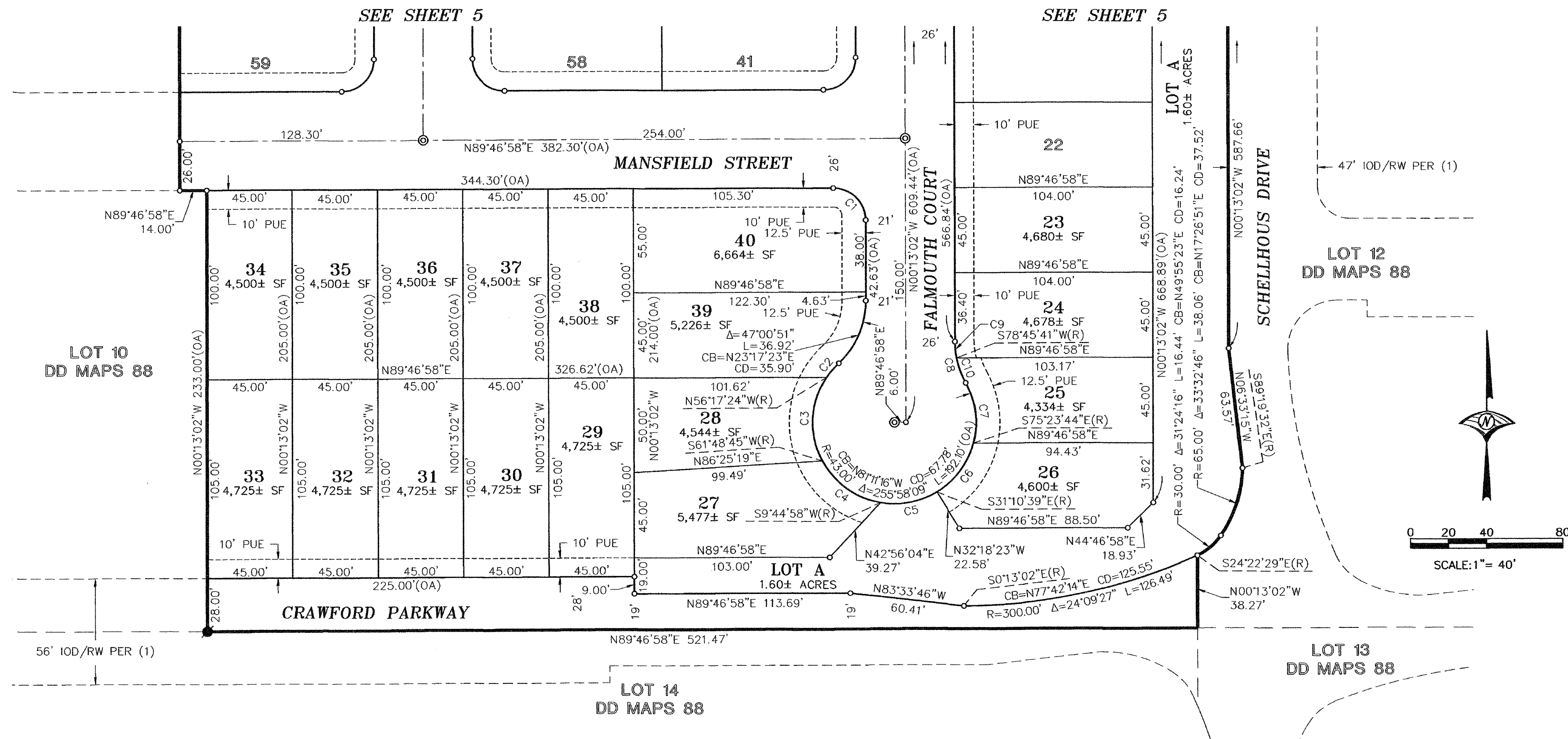
SEE SHEET 2 FOR BASIS OF
BEARINGS, LEGEND, NOTES AND REFERENCES.

FINAL MAP OF
**FIDDYMENT RANCH PHASE 2
VILLAGE F-7A**
WEST ROSEVILLE SPECIFIC PLAN PARCEL F-7A
SUBDIVISION NO. PL14-0438
BEING ALL OF LOT 11 OF THAT CERTAIN FINAL MAP ENTITLED "FIDDYMENT
RANCH PHASE 2A LARGE LOT SUBDIVISION", FILED IN BOOK DD OF MAPS, AT
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CITY OF ROSEVILLE COUNTY OF PLACER STATE OF CALIFORNIA

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AUGUST 2018

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1027.156



Curve Table - This Sheet Only					
No.	Radius	Delta	Length	Chord Bearing	Chord Dist
C1	17.00'	90°00'00"	26.70'	N45°13'02"W	24.04'
C2	43.00'	13°05'13"	9.82'	N40°15'12"E	9.80'
C3	43.00'	61°53'51"	46.45'	N2°45'40"E	44.23'
C4	43.00'	52°03'47"	39.07'	N54°13'09"W	37.74'
C5	43.00'	40°55'37"	30.72'	N79°17'09"E	30.07'
C6	43.00'	44°13'05"	33.19'	N36°42'49"E	32.37'
C7	43.00'	43°46'37"	32.85'	N7°17'02"W	32.06'
C8	45.00'	28°57'18"	22.74'	N14°41'41"W	22.50'
C9	45.00'	11°01'17"	8.66'	N5°43'40"W	8.64'
C10	45.00'	17°56'01"	14.09'	N20°12'20"W	14.03'

FINAL MAP OF
FIDDYMMENT RANCH PHASE 2
VILLAGE F-7A
WEST ROSEVILLE SPECIFIC PLAN PARCEL F-7A
SUBDIVISION NO. PL14-0438

BEING ALL OF LOT 11 OF THAT CERTAIN FINAL MAP ENTITLED "FIDDYMMENT RANCH PHASE 2A LARGE LOT SUBDIVISION", FILED IN BOOK DD OF MAPS, AT PAGE 88, O.R.P.C. AND SITUATE IN SECTION 13, T11N., R.5E., M.D.M. CITY OF ROSEVILLE COUNTY OF PLACER STATE OF CALIFORNIA



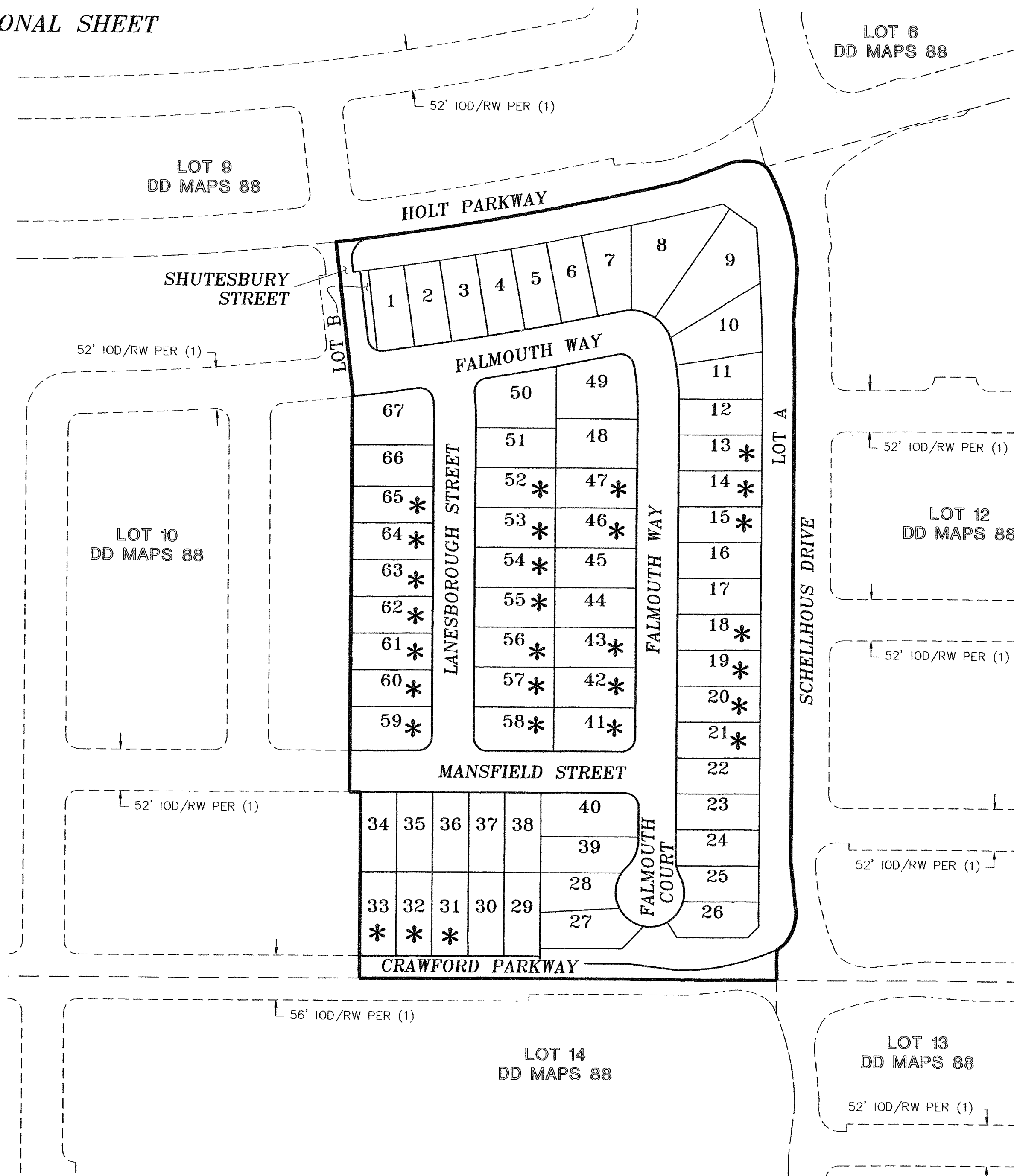
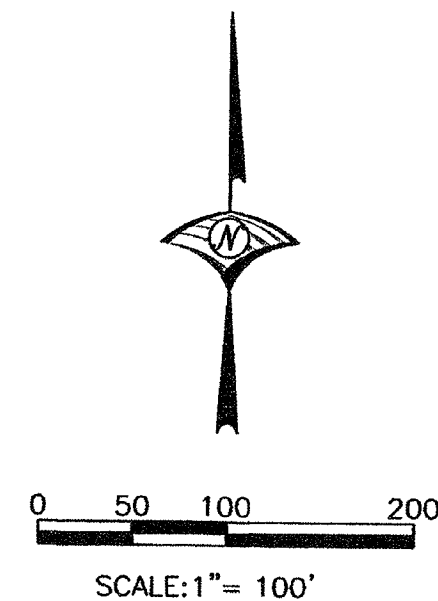
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AUGUST 2018

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

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.

FINAL MAP OF
**FIDDYMENT RANCH PHASE 2
VILLAGE F-7A**

WEST ROSEVILLE SPECIFIC PLAN PARCEL F-7A
SUBDIVISION NO. PL14-0438

BEING ALL OF LOT 11 OF THAT CERTAIN FINAL MAP ENTITLED "FIDDYMENT RANCH PHASE 2A LARGE LOT SUBDIVISION", FILED IN BOOK DD OF MAPS, AT PAGE 88, O.R.P.C. AND SITUATE IN SECTION 13, T11N., R.5E., M.D.M.
CITY OF ROSEVILLE COUNTY OF PLACER STATE OF CALIFORNIA


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AUGUST 2018

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1027.156

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



COUNCIL COMMUNICATION

CC #: 0182

File #: 0400-04-09-1

Title: Fiddymment Ranch Phase 2, Village F-7B - Notice of Completion

Contact: Ignacio Vizcarra 916-774-5578 ivizcarra@roseville.ca.us

Meeting Date: 7/17/2019

Item #: 7.8.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council take the following action:

1. Adopt the attached resolution accepting Project Fiddymment Ranch Phase 2, Village F-7B, CWJ # 170113, as complete.
2. Authorize 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.

ECONOMIC DEVELOPMENT / JOBS CREATED

Accepting the project as complete will not directly create jobs but rather maintain current employee levels of the developer until such a time the project is fully built out.

ENVIRONMENTAL REVIEW

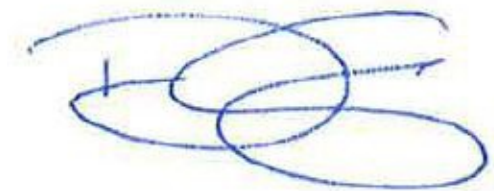
The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. The Fiddymment Ranch Phase 2, Village F-7B project meets the above

criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Ignacio Vizcarra, Construction Inspector

Mike Isom, Development Services Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 19-329

Notice of Completion 7B

Exhibit A - Vicinity map FR II, Village F-7B

Final Map FR II, Village F-7B

RESOLUTION NO. 19-329

RESOLUTION OF THE COUNCIL OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS Fiddymment Ranch Phase 2, Village F-7B PROJECT, APPROVING THE "CERTIFICATE 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 "Certificate of Completion" on file in the City Clerk's Department relative to that public work known as the Fiddymment Ranch Phase 2, Village F-7B 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 EE of Maps, Page 23 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 _____, 20____, 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

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)

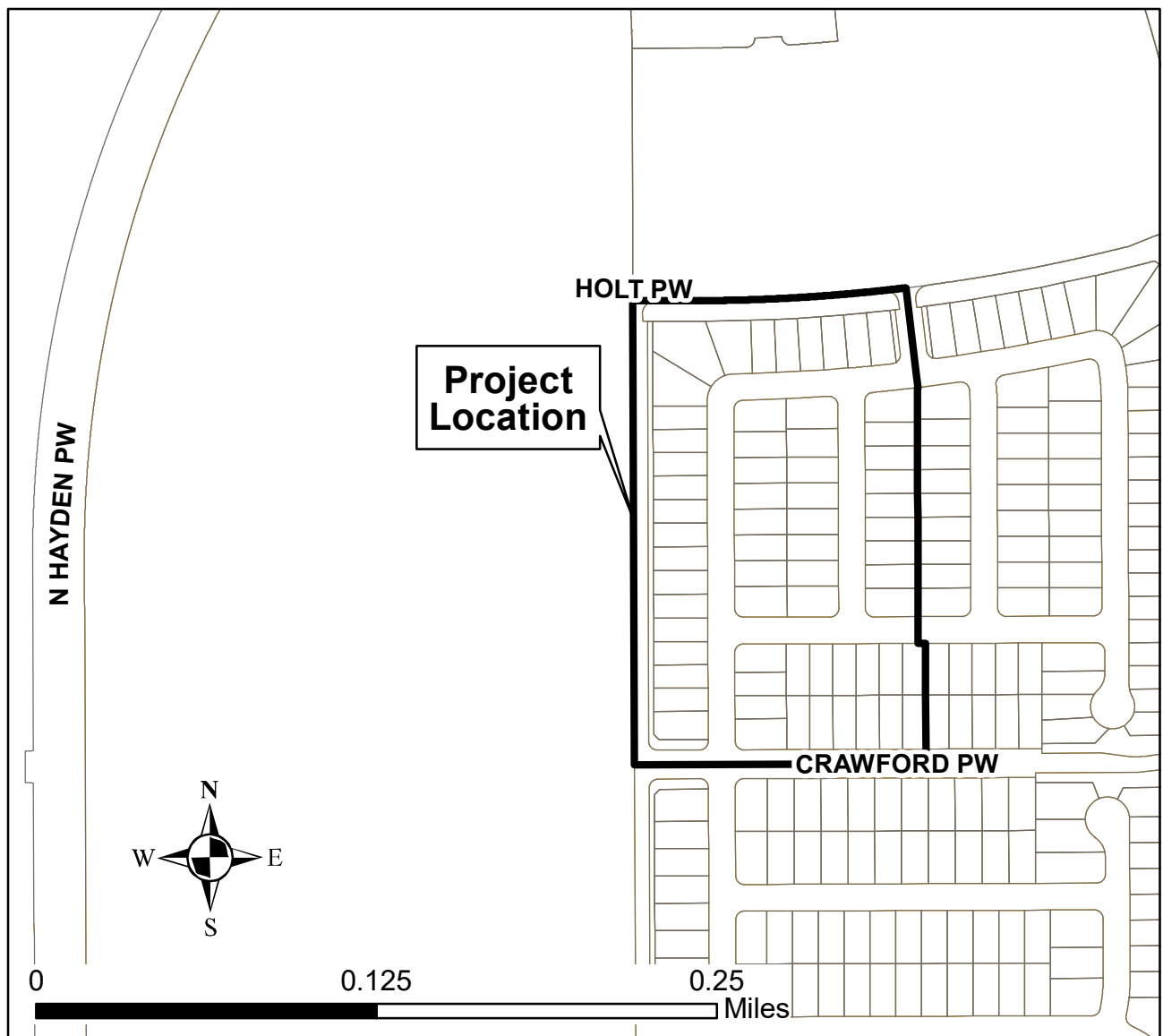
Subscribed and sworn to (or affirmed) before
me on this _____ day of _____,
20____, (1) _____
(and (2) _____),
proved to me on the basis of satisfactory
evidence to be the person(s) who appeared
before me.

Place Notary Seal Above

Signature of Notary Public

EXHIBIT A

City of Roseville Fiddymment Ranch Phase 2 Village F-7B



FINAL MAP OF
FIDDYMENT RANCH PHASE 2
VILLAGE F-7B

WEST ROSEVILLE SPECIFIC PLAN PARCEL F-7B
SUBDIVISION NO. PL14-0438

BEING ALL OF LOT 10 OF THAT CERTAIN FINAL MAP ENTITLED "FIDDYMENT
RANCH PHASE 2A LARGE LOT SUBDIVISION", FILED IN BOOK DD OF MAPS, AT
PAGE 88, O.R.P.C. AND SITUATE IN SECTION 13, T11N., R51E., M.D.M.

CITY OF ROSEVILLE COUNTY OF PLACER STATE OF CALIFORNIA



AUGUST 2018

Sheet 1 of 7
1027.156

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 2 - VILLAGE F-7B" 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 'A', 'B' AND 'C', AND THOSE STRIPS
OF LAND TEN (10) FEET AND TWELVE AND ONE-HALF (12.5) FEET IN
WIDTH AND CONTIGUOUS TO THE STREETS SHOWN HEREON AND
DESIGNATED "10' PUE" AND "12.5' PUE".

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

- A. AS PUBLIC RIGHTS-OF-WAY (INCLUDING THE IMPROVEMENTS THEREON),
THE STREETS SHOWN HEREON AS CRAWFORD PARKWAY, MANSFIELD
STREET, NOBLEBORO WAY, PRUETT DRIVE, SEBAGO STREET, AND
SHUTESBURY STREET.
- B. FOR LANDSCAPING PURPOSES AND AS PUBLIC RIGHTS-OF-WAY THE
LOTS SHOWN HEREON AS LOTS 'A', 'B', AND 'C'.

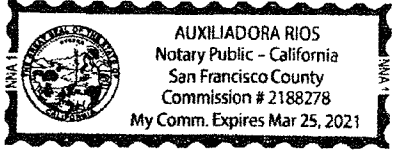
ATC REALTY ONE, LLC
A DELAWARE LIMITED LIABILITY COMPANY

BY: [Signature]
DAVID L. ASH
ITS: SENIOR 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 San Francisco) SS



ON 11th DAY OF July, 2018 BEFORE ME, Auxiliadora
Rios, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND
STATE, PERSONALLY APPEARED David L. Ash

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 IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL: [Signature]

PRINTED NAME: Auxiliadora Rios

MY PRINCIPLE PLACE OF BUSINESS IS IN THE
COUNTY OF: San Francisco

MY COMMISSION EXPIRES: March 25, 2021

MY COMMISSION No.: 2188278

CITY CLERK'S STATEMENT

I HEREBY STATE THAT THE CITY COUNCIL, CITY OF ROSEVILLE HAS APPROVED THIS
FINAL MAP OF FIDDYMENT RANCH PHASE 2 - VILLAGE F-7B AND HAS ACCEPTED
ON BEHALF OF THE PUBLIC, SUBJECT TO IMPROVEMENT, LOTS A, B, C, AND THE
RIGHTS-OF-WAY AND EASEMENTS OFFERED HEREON FOR DEDICATION AND HAS
APPROVED THE ABANDONMENT OF THE I.O.D.'S FOR RIGHT-OF-WAY AND PUBLIC
UTILITY EASEMENTS IN NOTE 6 ON SHEET 2.

8/16/18
DATE

[Signature]
CITY CLERK, CITY OF ROSEVILLE

BY: _____
ASSISTANT CITY CLERK

RECORDER'S STATEMENT

FILED THIS 7TH DAY OF SEPTEMBER, 2018, AT 11:40 A.M. IN
BOOK EE OF MAPS, AT PAGE 23, AT THE REQUEST OF WOOD RODGERS, INC.

FEE: \$ 101.00

DOCUMENT NO.: 2018-0064917

BY: RYAN RONCO
RYAN RONCO
COUNTY RECORDER
COUNTY OF PLACER

BY: [Signature]
DEPUTY RECORDER

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF FIDDYMENT RANCH PHASE 2
- VILLAGE F-7B 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.

[Signature]
MARC STOUT
CITY ENGINEER, CITY OF ROSEVILLE
R.C.E. #69879 EXPIRATION DATE 09/30/2018

8/2/18
DATE

I HEREBY STATE THAT I AM SATISFIED THAT THIS FINAL MAP OF FIDDYMENT RANCH PHASE
2 - VILLAGE F-7B IS TECHNICALLY CORRECT.

FOR MARC STOUT, CITY ENGINEER, CITY OF ROSEVILLE

[Signature]
TIMOTHY G. BLAIR, P.L.S. 8278
EXPIRATION DATE: 12/31/2019

8/2/18
DATE



SURVEYOR'S STATEMENT

THIS FINAL MAP OF FIDDYMENT RANCH PHASE 2 - VILLAGE F-7B 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 ATC REALTY ONE, LLC, A DELAWARE LIMITED
LIABILITY COMPANY, IN JULY 2016. 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 AUGUST 31, 2020
AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE
RETRACTED.

WOOD RODGERS, INC.



[Signature]
DENNIS L. BARBER
P.L.S 8067 EXP. 12/31/2019

7/12/18
DATE

REFERENCES:

(1) DD MAPS 88 FINAL MAP OF FIDDYMENT RANCH PHASE 2A - LARGE LOT SUBDIVISION

BASIS OF BEARINGS STATEMENT

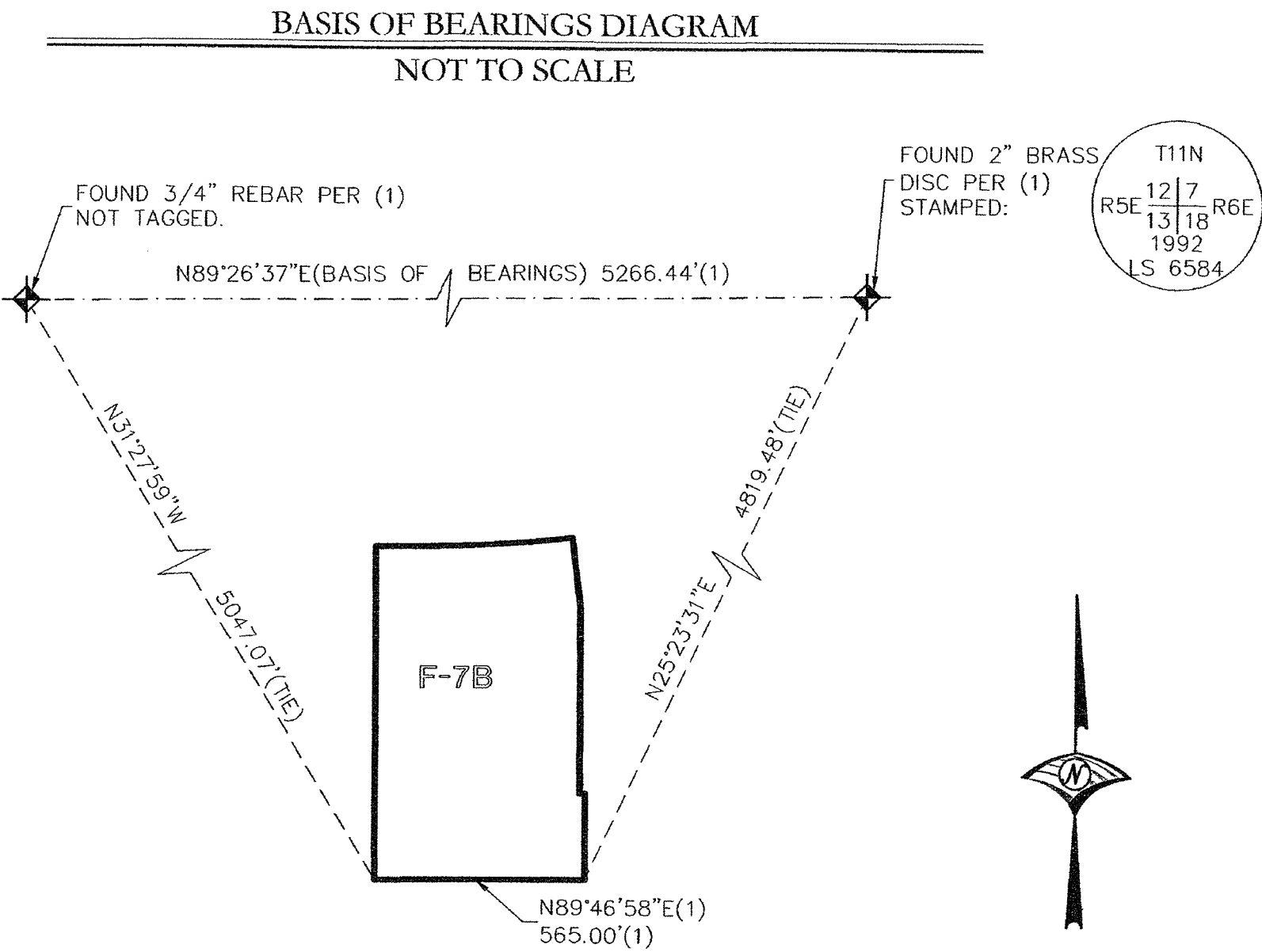
THE BASIS OF BEARINGS FOR THIS SURVEY IS THE NORTH LINE OF SECTION 13, T.11N., R.5E., M.D.M. SAID BEARING IS TAKEN AS NORTH 89°26'37" EAST PER THE FINAL MAP OF FIDDYMENT RANCH PHASE 2A - LARGE LOT SUBDIVISION.

NOTES

- ALL CURVES DIMENSIONED WITH RADIUS, DELTA, ARC LENGTH, CHORD BEARING, AND CHORD DISTANCE.
- ALL DISTANCES SHOWN HEREON ARE EXPRESSED IN FEET AND DECIMALS THEREOF.
- DUE TO ROUNDING THE SUM OF THE INDIVIDUAL DIMENSIONS MAY NOT EQUAL THE OVERALL DIMENSION.
- TOTAL AREA FOR THIS "FIDDYMENT RANCH PHASE 2 - VILLAGE F-7B" SUBDIVISION IS 11.48± ACRES, CONSISTING OF 64 RESIDENTIAL LOTS, AND 3 MISCELLANEOUS LOTS.
- 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.
- PURSUANT TO SECTION 66434(g) OF THE GOVERNMENT CODE, THE FOLLOWING PUBLIC IRREVOCABLE OFFERS OF DEDICATION/RIGHTS OF WAY(I.O.D./R/W) ARE HEREBY ABANDONED:
 - THOSE PORTIONS OF THE IOD/RW DEPICTED ON THE MAP ENTITLED "FIDDYMENT RANCH PHASE 2A - LARGE LOT SUBDIVISION, FILED IN BOOK DD OF MAPS, AT PAGE 88, O.R.P.C., WHICH LIE WITHIN THE BOUNDARY OF THIS MAP.
 - THOSE PORTIONS OF THE PUE DEPICTED ON THE MAP ENTITLED "FIDDYMENT RANCH PHASE 2A - LARGE LOT SUBDIVISION, FILED IN BOOK DD OF MAPS, AT PAGE 88, O.R.P.C., WHICH LIE WITHIN THE BOUNDARY OF THIS MAP.

LEGEND

- DIMENSION POINT
- ✦ FOUND SECTION CORNER AS NOTED
- FOUND 5/8" REBAR WITH PLASTIC CAP STAMPED "LS 8067" PER DD MAPS 88
- ⊙ 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
- (R) RADIAL BEARING
- (X) SHEET INDEX NUMBER



FINAL MAP OF
FIDDYMENT RANCH PHASE 2
VILLAGE F-7B
WEST ROSEVILLE SPECIFIC PLAN PARCEL F-7B
SUBDIVISION NO. PL14-0438

BEING ALL OF LOT 10 OF THAT CERTAIN FINAL MAP ENTITLED "FIDDYMENT RANCH PHASE 2A LARGE LOT SUBDIVISION", FILED IN BOOK DD OF MAPS, AT PAGE 88, O.R.P.C. AND SITUATE IN SECTION 13, T11N., R5E., M.D.M.
CITY OF ROSEVILLE COUNTY OF PLACER STATE OF CALIFORNIA

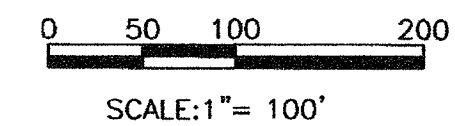
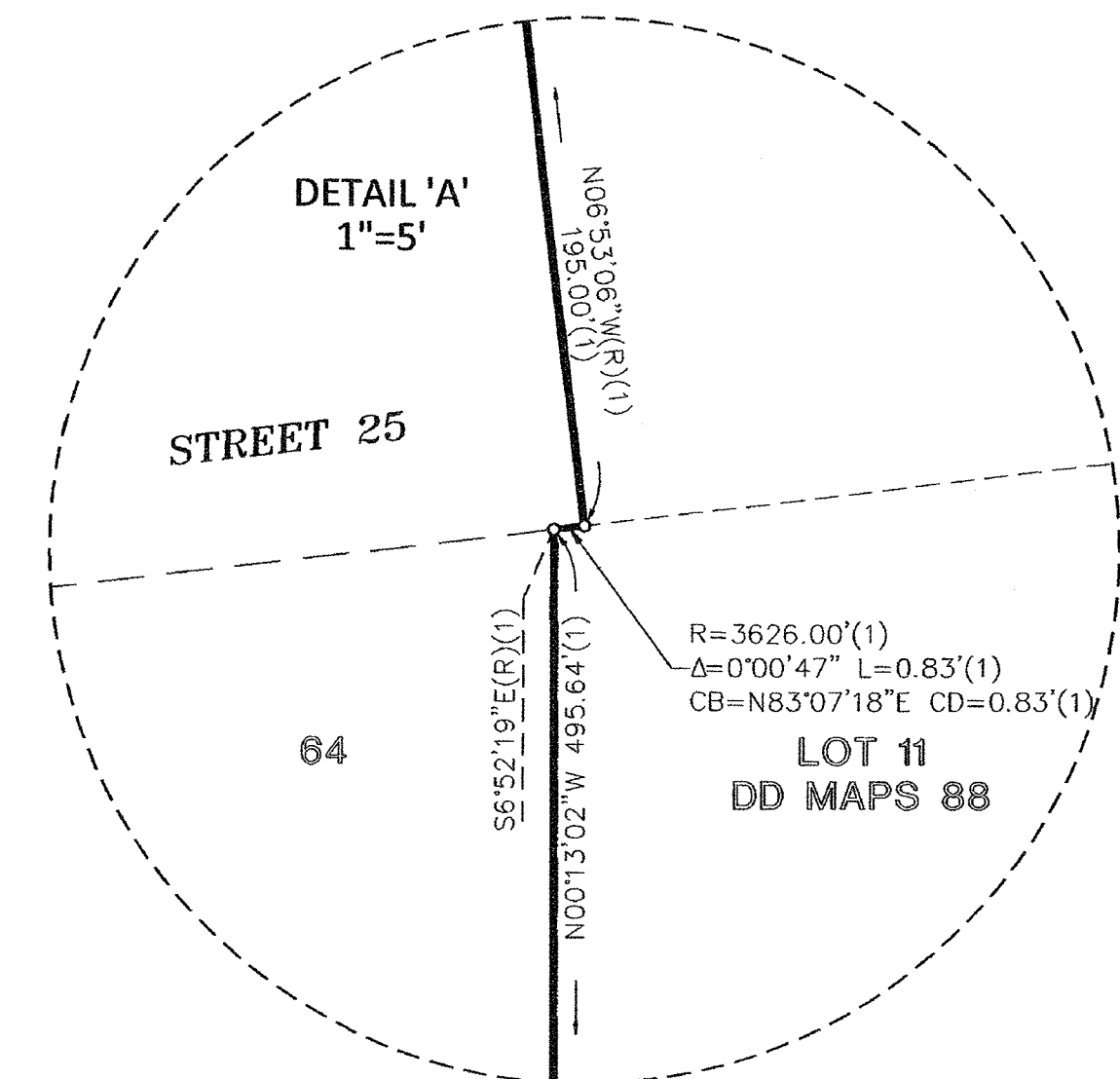
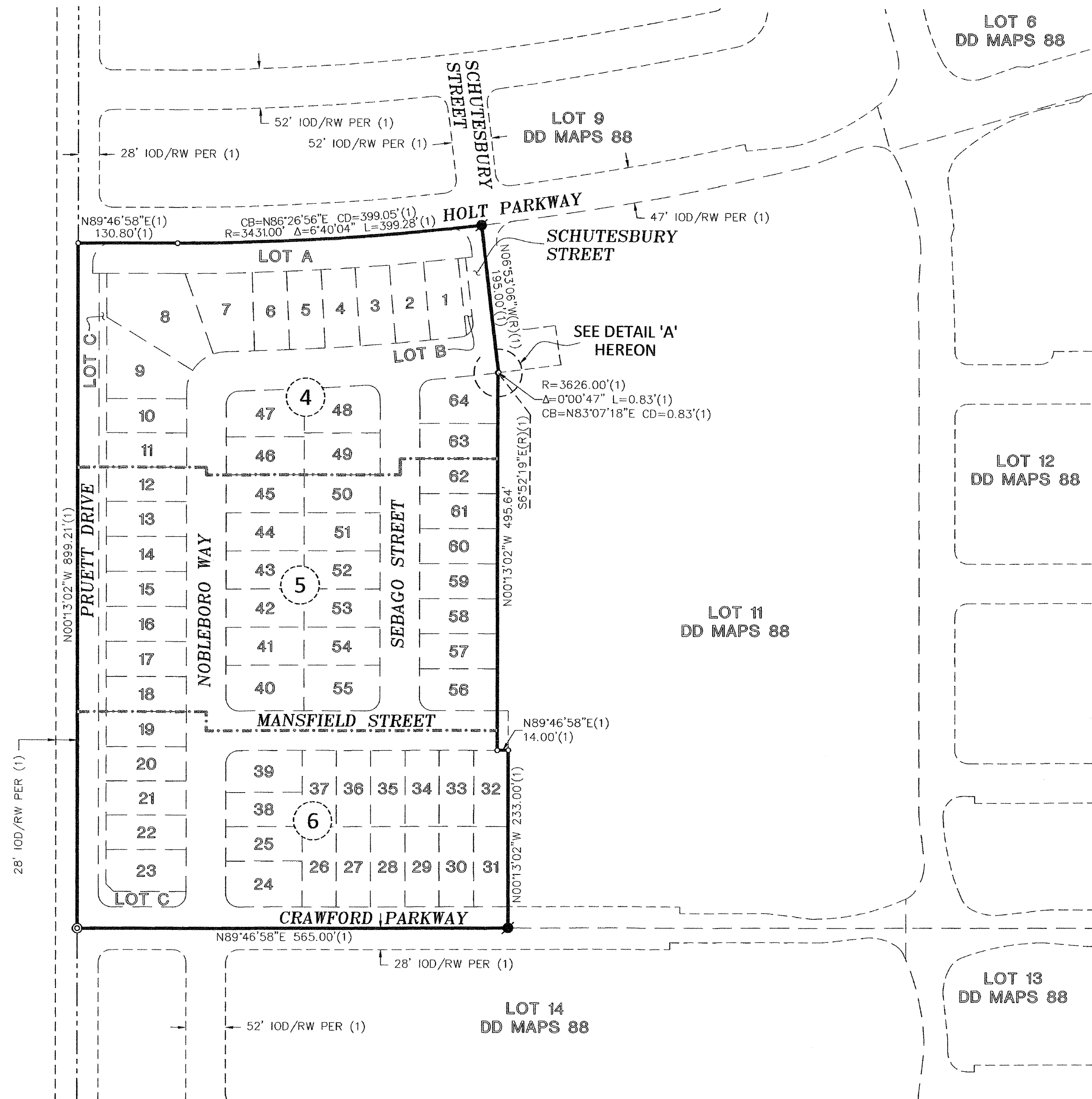
WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
3301 C ST, BLDG. 100-B TEL 916.341.7760
SACRAMENTO, CA 95816 FAX 916.341.7767

AUGUST 2018

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1027.156

VILLAGE BOUNDARY AND SHEET INDEX

LOT 19
DD MAPS 88



FINAL MAP OF FIDDYMENT RANCH PHASE 2 VILLAGE F-7B

WEST ROSEVILLE SPECIFIC PLAN PARCEL F-7B
SUBDIVISION NO. PL14-0438

BEING ALL OF LOT 10 OF THAT CERTAIN FINAL MAP ENTITLED "FIDDYMONT
RANCH PHASE 2A LARGE LOT SUBDIVISION", FILED IN BOOK DD OF MAPS, AT
PAGE 88, O.R.P.C. AND SITUATE IN SECTION 13, T11N., R.5E., M.D.M.
CITY OF ROSEVILLE COUNTY OF PLACER STATE OF CALIFORNIA



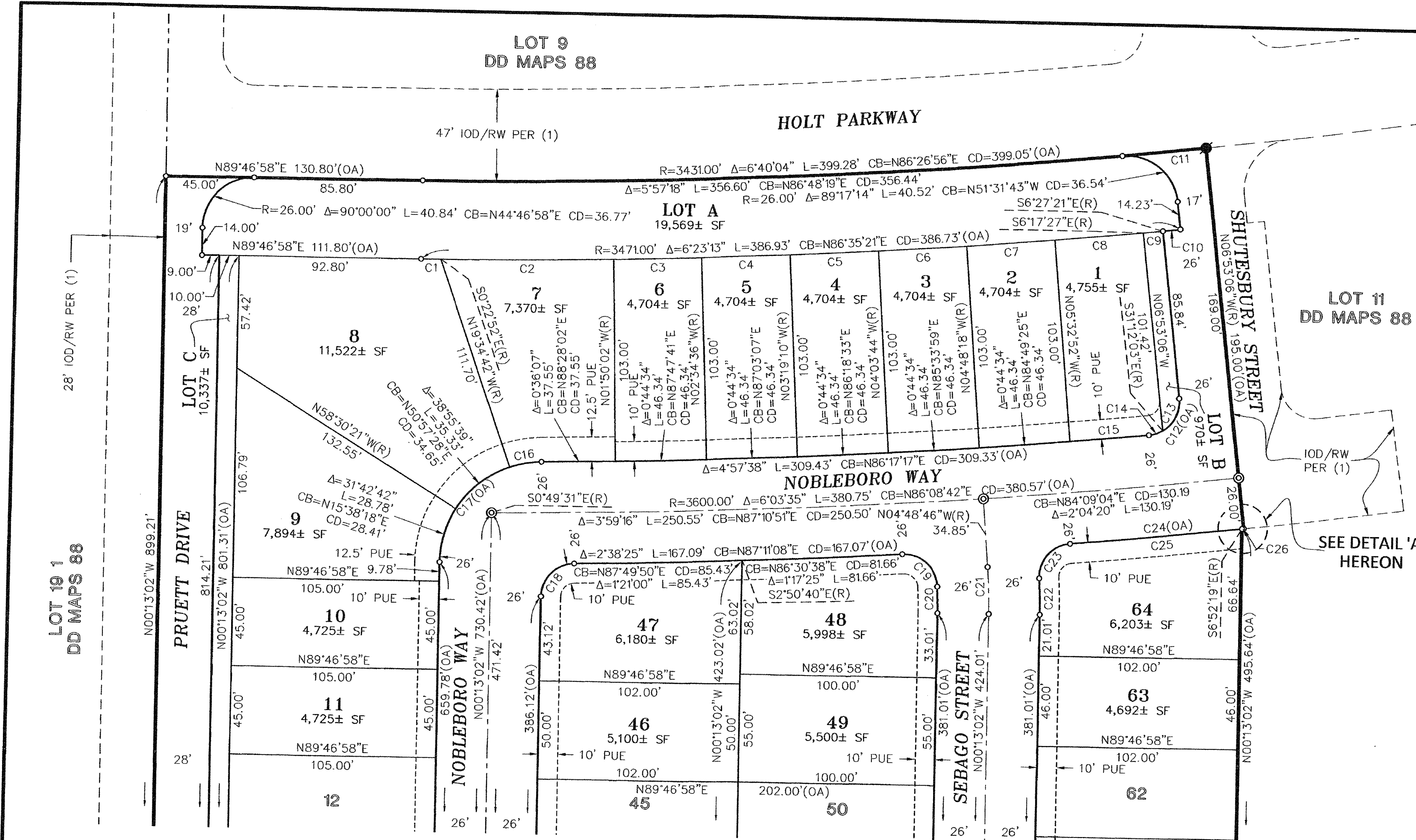
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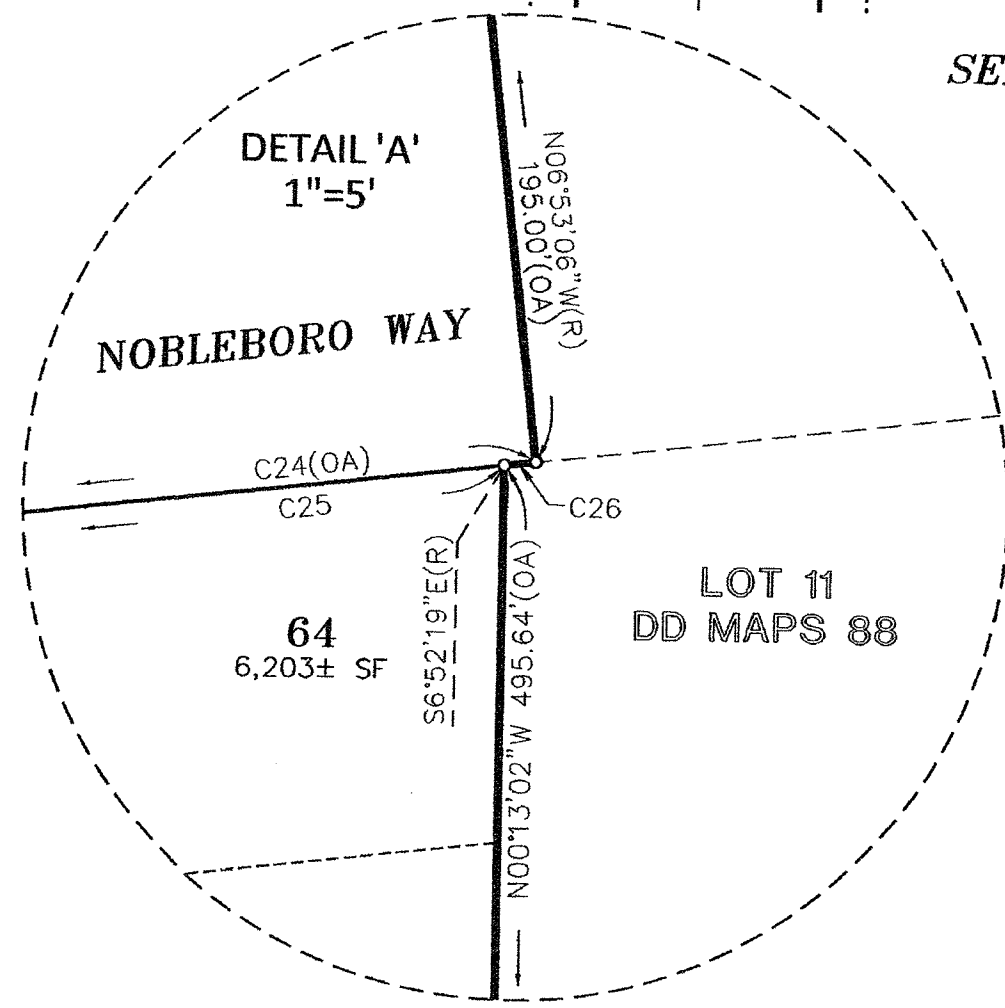
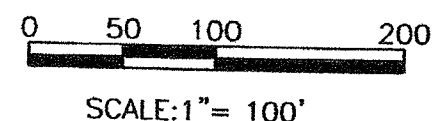
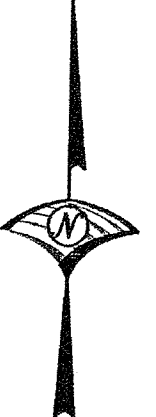
Sheet 3 of 7
1027.156

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



Curve Table - This Sheet Only

No.	Radius	Delta	Length	Chord Bearing	Chord Dist
C1	3471.00'	0°09'50"	9.93'	N89°42'03"E	9.93'
C2	3471.00'	1°27'10"	88.00'	N88°53'33"E	88.00'
C3	3471.00'	0°44'34"	45.00'	N87°47'41"E	45.00'
C4	3471.00'	0°44'34"	45.00'	N87°03'07"E	45.00'
C5	3471.00'	0°44'34"	45.00'	N86°18'33"E	45.00'
C6	3471.00'	0°44'34"	45.00'	N85°33'59"E	45.00'
C7	3471.00'	0°44'34"	45.00'	N84°49'25"E	45.00'
C8	3471.00'	0°44'34"	45.00'	N84°04'51"E	45.00'
C9	3471.00'	0°09'54"	10.00'	N83°37'36"E	10.00'
C10	3471.00'	0°08'55"	9.00'	N83°28'12"E	9.00'
C11	3431.00'	0°42'46"	42.68'	N83°28'17"E	42.68'
C12	17.00'	90°41'34"	26.91'	N38°27'41"E	24.19'
C13	17.00'	65°41'03"	19.49'	N25°57'26"E	18.44'
C14	17.00'	25°00'30"	7.42'	N71°18'13"E	7.36'
C15	3574.00'	0°38'40"	40.20'	N84°07'48"E	40.20'
C16	52.00'	18°20'48"	16.65'	N79°35'42"E	16.58'
C17	52.00'	88°59'09"	80.76'	N44°16'31"E	72.89'
C18	17.00'	88°43'22"	26.32'	N44°08'39"E	23.77'
C19	17.00'	91°04'54"	27.02'	N48°35'38"W	24.27'
C20	274.00'	2°50'08"	13.56'	N1°38'06"W	13.56'
C21	300.00'	4°35'44"	24.06'	N2°30'54"W	24.06'
C22	326.00'	3°16'36"	18.64'	N1°51'20"W	18.64'
C23	17.00'	88°00'22"	26.11'	N40°30'33"E	23.62'
C24	3626.00'	1°23'50"	88.42'	N83°48'49"E	88.42'
C25	3626.00'	1°23'03"	87.60'	N83°49'13"E	87.60'
C26	3626.00'	0°00'47"	0.83'	N83°07'18"E	0.83'



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

FINAL MAP OF
FIDDYMENT RANCH PHASE 2
VILLAGE F-7B
WEST ROSEVILLE SPECIFIC PLAN F-7B
SUBDIVISION NO. PL14-0438
BEING ALL OF LOT 10 OF THAT CERTAIN FINAL MAP ENTITLED "FIDDYMENT RANCH PHASE 2A LARGE LOT SUBDIVISION", FILED IN BOOK DD OF MAPS, AT PAGE 88, O.R.P.C. AND SITUATE IN SECTION 13, T11N., R5E., M.D.M.
CITY OF ROSEVILLE COUNTY OF PLACER STATE OF CALIFORNIA

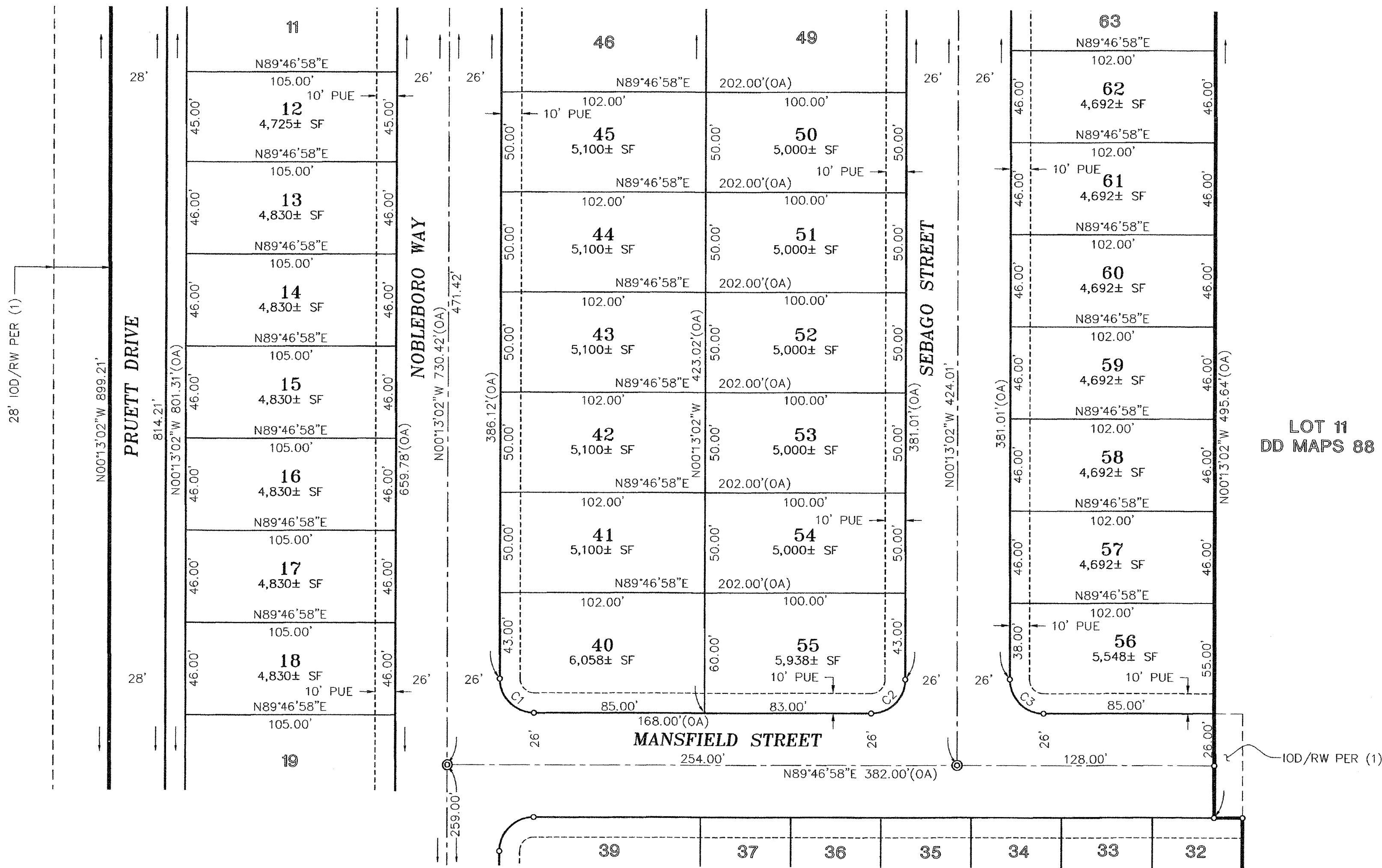
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AUGUST 2018
Sheet 4 of 7
1027.156

LOT 19
DD MAPS 88

SEE SHEET 4

SEE SHEET 4



SEE SHEET 6

SEE SHEET 6

Curve Table -- This Sheet Only					
No.	Radius	Delta	Length	Chord Bearing	Chord Dist
C1	17.00'	90°00'00"	26.70'	N45°13'02"W	24.04'
C2	17.00'	90°00'00"	26.70'	N44°46'58"E	24.04'
C3	17.00'	90°00'00"	26.70'	N45°13'02"W	24.04'

FINAL MAP OF
FIDDYMENT RANCH PHASE 2
VILLAGE F-7B
WEST ROSEVILLE SPECIFIC PLAN PARCEL F-7B
SUBDIVISION NO. PL14-0438

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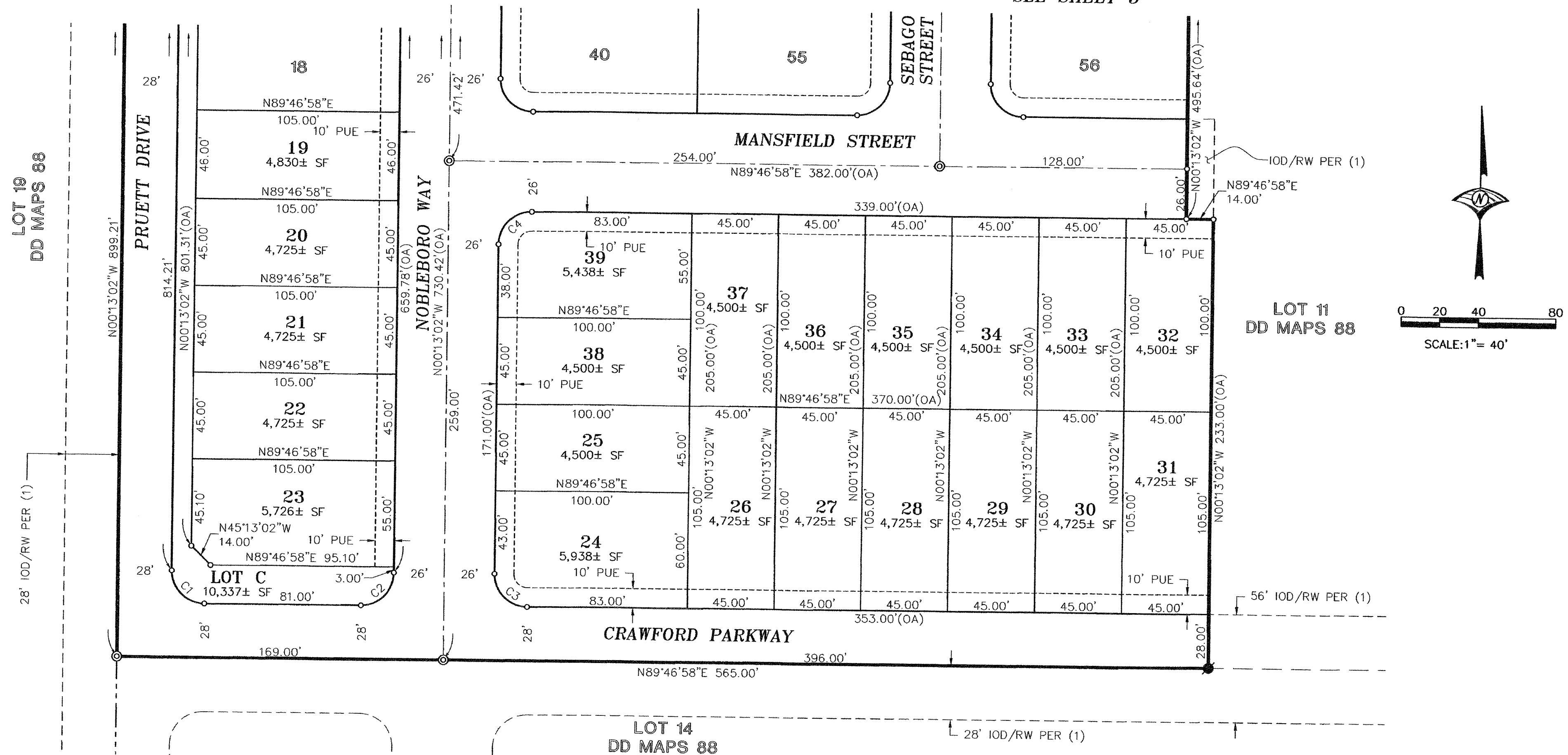
AUGUST 2018

Sheet 5 of 7
1027.156

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

SEE SHEET 5

SEE SHEET 5



Curve Table - This Sheet Only					
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SEE SHEET 2 FOR BASIS OF
BEARINGS, LEGEND, NOTES AND REFERENCES.

FINAL MAP OF
FIDDYMENT RANCH PHASE 2
VILLAGE F-7B
WEST ROSEVILLE SPECIFIC PLAN PARCEL F-7B
SUBDIVISION NO. PL14-0438

BEING ALL OF LOT 10 OF THAT CERTAIN FINAL MAP ENTITLED "FIDDYMENT RANCH PHASE 2A LARGE LOT SUBDIVISION", FILED IN BOOK DD OF MAPS, AT PAGE 88, O.R.P.C. AND SITUATE IN SECTION 13, T11N., R.5E., M.D.M.
CITY OF ROSEVILLE COUNTY OF PLACER STATE OF CALIFORNIA

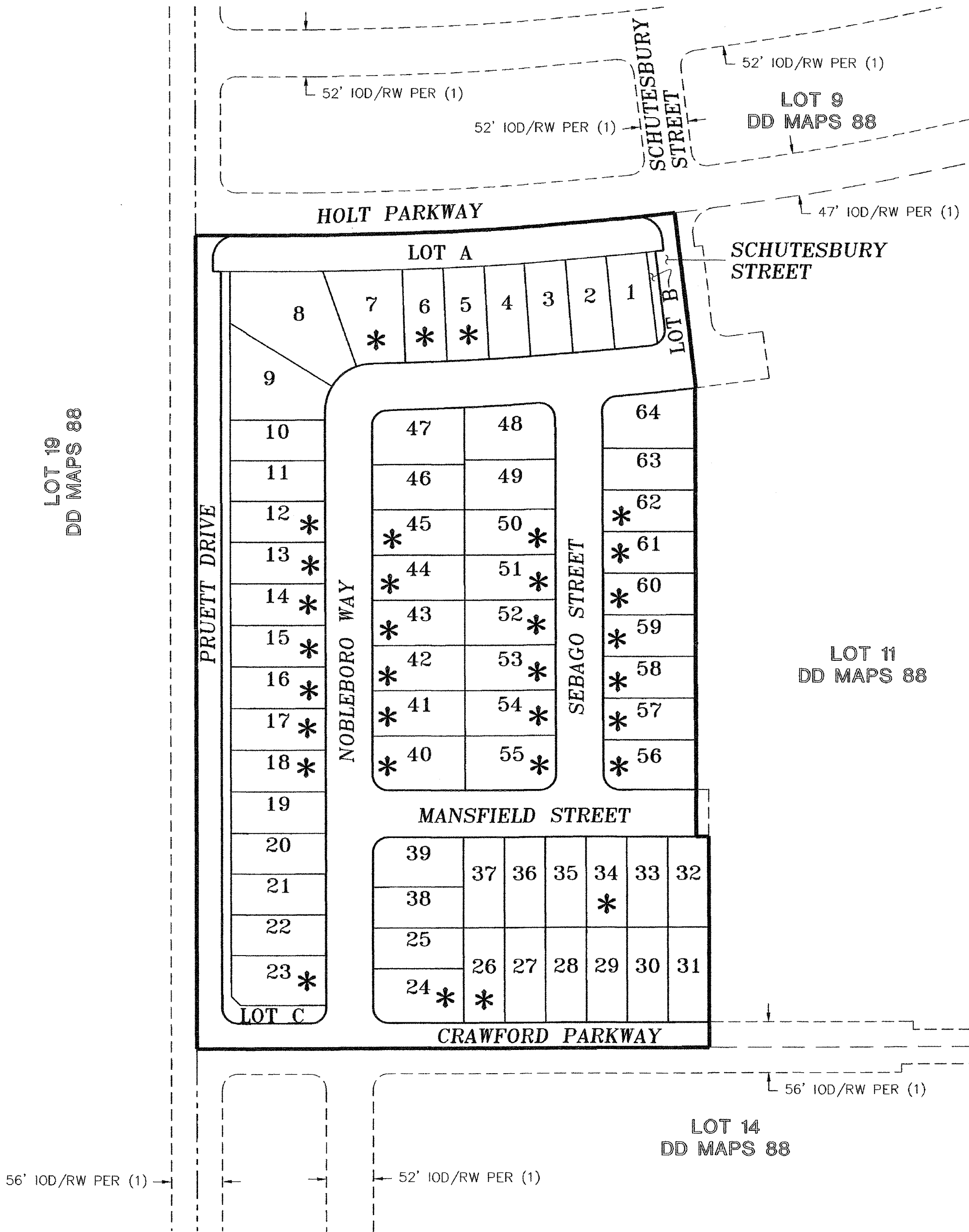
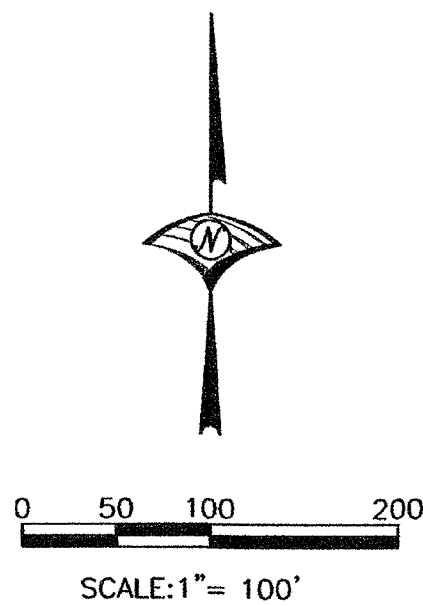


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AUGUST 2018

Sheet 6 of 7
1027.156

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.

FINAL MAP OF
FIDDYMEN'T RANCH PHASE 2
VILLAGE F-7B

WEST ROSEVILLE SPECIFIC PLAN PARCEL F-7B
SUBDIVISION NO. PL14-0438
BEING ALL OF LOT 10 OF THAT CERTAIN FINAL MAP ENTITLED "FIDDYMEN'T
RANCH PHASE 2A LARGE LOT SUBDIVISION", FILED IN BOOK DD OF MAPS, AT
PAGE 88, O.R.P.C. AND SITUATE IN SECTION 13, T11N., R.5E., M.D.M.
CITY OF ROSEVILLE COUNTY OF PLACER STATE OF CALIFORNIA



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AUGUST 2018

Sheet 7 of 7
1027.156

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



COUNCIL COMMUNICATION

CC #: 0183

File #: 0400-04-09-1

Title: Fiddymment Ranch Phase 2, Village F-9B - Notice of Completion

Contact: Ignacio Vizcarra 916-774-5578 ivizcarra@roseville.ca.us

Meeting Date: 7/17/2019

Item #: 7.9.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council take the following action:

1. Adopt the attached resolution accepting Fiddymment Ranch Phase 2, Village F-9B, CWJ # 170114, as complete.
2. Authorize 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.

ECONOMIC DEVELOPMENT / JOBS CREATED

Accepting the project as complete will not directly create jobs but rather maintain current employee levels of the developer until such a time the project is fully built out.

ENVIRONMENTAL REVIEW

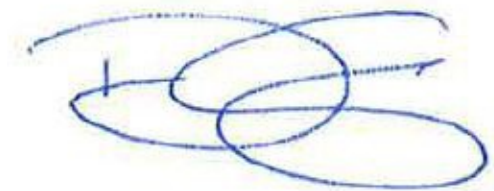
The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. The Fiddymment Ranch Phase 2, Village F-9B project meets the above

criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Ignacio Vizcarra, Construction Inspector

Mike Isom, Development Services Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 19-327

Notice of Completion

Exhibit A - Vicinity map FiddymmentPh2-VillageF-9B

Final Map Fiddymment Ranch II, V F-9B

RESOLUTION NO. 19-327

RESOLUTION OF THE COUNCIL OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS Fiddymment Ranch Phase 2, Village F-9B 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 Fiddymment Ranch Phase 2, Village F-9B 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 EE of Maps, Page 22 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 _____, 20____, 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

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)

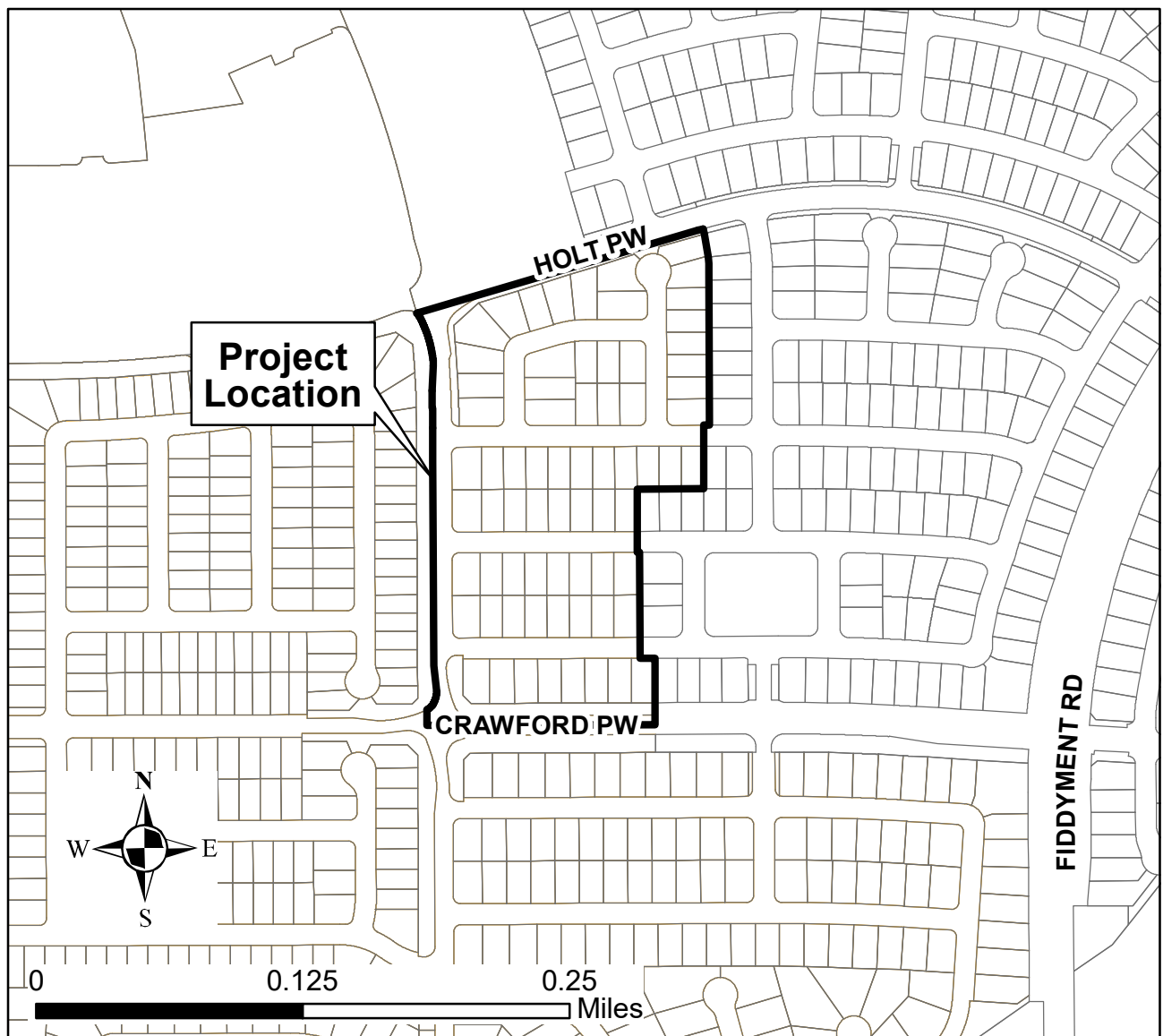
Subscribed and sworn to (or affirmed) before
me on this _____ day of _____,
20____, (1) _____
(and (2) _____),
proved to me on the basis of satisfactory
evidence to be the person(s) who appeared
before me.

Place Notary Seal Above

Signature of Notary Public

EXHIBIT A

City of Roseville Fiddymment Ranch Phase 2 Village F-9B



FINAL MAP OF
FIDDYMENT RANCH PHASE 2
VILLAGE F-9B

WEST ROSEVILLE SPECIFIC PLAN PARCEL F-9B
SUBDIVISION NO. PL14-0438

BEING ALL OF LOT 12 OF THAT CERTAIN FINAL MAP ENTITLED "FIDDYMENT
RANCH PHASE 2A LARGE LOT SUBDIVISION", FILED IN BOOK DD OF MAPS, AT
PAGE 88, O.R.P.C. AND SITUATE IN SECTION 13, T11N., R.5E., M.D.M.

CITY OF ROSEVILLE COUNTY OF PLACER STATE OF CALIFORNIA



AUGUST 2018

Sheet 1 of 7
1027.156

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 2 - VILLAGE F-9B" 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 A AND B AND THOSE STRIPS OF LAND
TEN (10) FEET AND TWELVE AND ONE-HALF (12.5) FEET IN WIDTH AND
CONTIGUOUS TO THE STREETS SHOWN HEREON AND DESIGNATED "10'
PUE" AND "12.5' PUE".

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

- A. AS PUBLIC RIGHTS-OF-WAY (INCLUDING THE IMPROVEMENTS THEREON),
THE STREETS SHOWN HEREON AS CRAWFORD PARKWAY, FORESTDALE
WAY, MAKEWAY STREET, SCHELLHUS DRIVE, SOMERS STREET,
SOUTHINGTON WAY, SETUCKET COURT, SETUCKET STREET, AND HOLT
PARKWAY.

- B. FOR LANDSCAPING PURPOSES AND AS PUBLIC RIGHTS-OF-WAY THE
LOTS SHOWN HEREON AS LOTS 'A' AND 'B'.

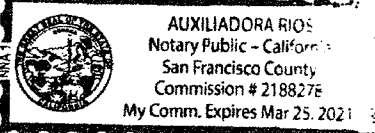
ATC REALTY ONE, LLC
A DELAWARE LIMITED LIABILITY COMPANY

BY: [Signature]
DAVID L. ASH
ITS: SENIOR VICE PRESIDENT

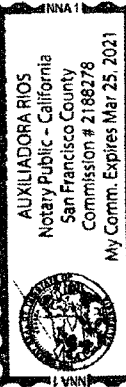
NOTARY'S ACKNOWLEDGMENT

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 San Francisco) SS



ON 11th DAY OF July, 2018 BEFORE ME, Auxiliadora Rios
[Signature], A NOTARY PUBLIC IN AND FOR SAID COUNTY AND
STATE, PERSONALLY APPEARED David L. Ash



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 IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL: Auxiliadora Rios
PRINTED NAME: Auxiliadora Rios

MY PRINCIPLE PLACE OF BUSINESS IS IN THE
COUNTY OF: San Francisco

MY COMMISSION EXPIRES: March 25, 2021

MY COMMISSION No.: 2188278

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF FIDDYMENT RANCH PHASE 2
- VILLAGE F-9B 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.

[Signature]
MARC STOUT
CITY ENGINEER, CITY OF ROSEVILLE
R.C.E. #69879 EXPIRATION DATE 09/30/2018

8/2/18
DATE

I HEREBY STATE THAT I AM SATISFIED THAT THIS FINAL MAP OF FIDDYMENT RANCH PHASE
2 - VILLAGE F-9B IS TECHNICALLY CORRECT.

FOR MARC STOUT, CITY ENGINEER, CITY OF ROSEVILLE

[Signature]
TIMOTHY G. BLAIR, P.L.S. 8278
EXPIRATION DATE: 12/31/2019

8/7/18
DATE



CITY CLERK'S STATEMENT

I HEREBY STATE THAT THE CITY COUNCIL, CITY OF ROSEVILLE HAS APPROVED THIS
FINAL MAP OF FIDDYMENT RANCH PHASE 2 - VILLAGE F-9B AND HAS ACCEPTED
ON BEHALF OF THE PUBLIC, SUBJECT TO IMPROVEMENT, LOTS 'A' AND 'B', THE
RIGHTS-OF-WAY AND EASEMENTS OFFERED HEREON FOR DEDICATION AND HAS
APPROVED THE ABANDONMENT OF THE I.O.D.'S FOR RIGHT-OF-WAY AND PUBLIC
UTILITY EASEMENTS IN NOTE 6 ON SHEET 2.

8/16/18
DATE

[Signature]
CITY CLERK, CITY OF ROSEVILLE

BY: _____
ASSISTANT CITY CLERK

RECORDER'S STATEMENT

FILED THIS 7TH DAY OF SEPTEMBER, 2018, AT 11:38 A.M. IN
BOOK EE OF MAPS, AT PAGE 22, AT THE REQUEST OF WOOD RODGERS, INC

FEE: \$ 101.00

DOCUMENT NO.: 2018-0064915

BY: [Signature]
RYAN RONCO
COUNTY RECORDER
COUNTY OF PLACER

BY: [Signature]
DEPUTY RECORDER

SURVEYOR'S STATEMENT

THIS FINAL MAP OF FIDDYMENT RANCH PHASE 2 - VILLAGE F-9B 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 ATC REALTY ONE, LLC, A DELAWARE LIMITED
LIABILITY COMPANY, IN JULY 2016. 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 AUGUST 31, 2020
AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE
RETRACTED.

WOOD RODGERS, INC.



[Signature]
DENNIS L. BARBER
P.L.S 8067 EXP. 12/31/2019

7/12/18
DATE

REFERENCES:

- (1) DD MAPS 88 FINAL MAP OF FIDDYMENT RANCH PHASE 2A - LARGE LOT SUBDIVISION
- (2) DD MAPS 9 FINAL MAP OF FIDDYMENT RANCH PHASE 2 - VILLAGE F-9 & F-19

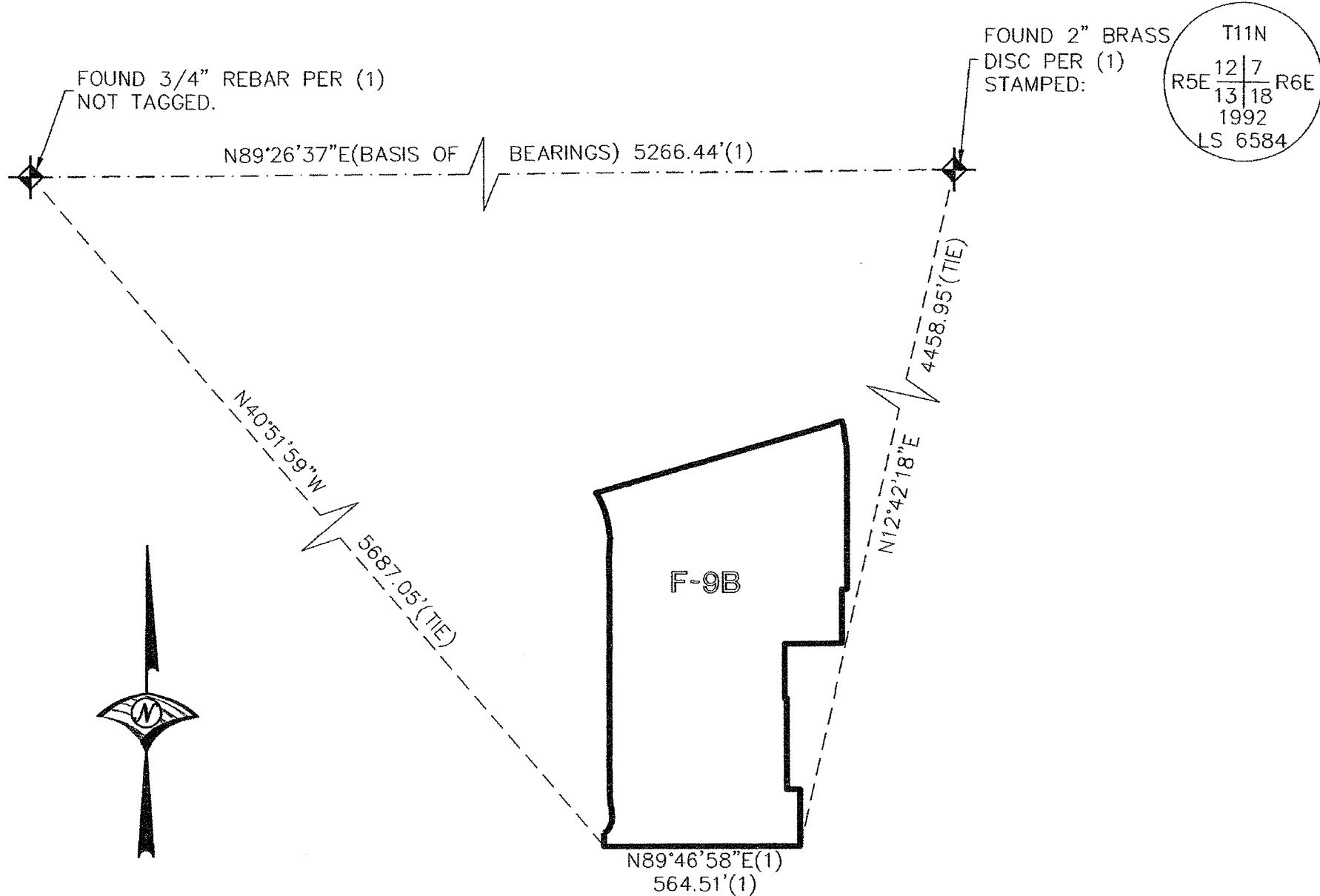
BASIS OF BEARINGS STATEMENT

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE NORTH LINE OF SECTION 13, T.11N., R.5E., M.D.M. SAID BEARING IS TAKEN AS NORTH 89°26'37" EAST PER THE FINAL MAP OF FIDDYMENT RANCH PHASE 2A - LARGE LOT SUBDIVISION.

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 2 - VILLAGE F-9B" SUBDIVISION IS 15.54± ACRES, CONSISTING OF 70 RESIDENTIAL LOTS, AND 2 MISCELLANEOUS LOTS.
5. 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.
6. PURSUANT TO SECTION 66434(g) OF THE GOVERNMENT CODE, THE FOLLOWING PUBLIC IRREVOCABLE OFFERS OF DEDICATION/RIGHTS OF WAY(OD/RW) AND PUBLIC UTILITY EASEMENT (PUE) ARE HEREBY ABANDONED:
- 6.1. THOSE PORTIONS OF THE OD/RW DEPICTED ON THE MAP ENTITLED "FIDDYMENT RANCH PHASE 2A - LARGE LOT SUBDIVISION", FILED IN BOOK DD OF MAPS, AT PAGE 88, O.R.P.C., WHICH LIE WITHIN THE BOUNDARY OF THIS MAP.
- 6.2. THOSE PORTIONS OF THE PUE DEPICTED ON THE MAP ENTITLED "FIDDYMENT RANCH PHASE 2A - LARGE LOT SUBDIVISION", FILED IN BOOK DD OF MAPS, AT PAGE 88, O.R.P.C., WHICH LIE WITHIN THE BOUNDARY OF THIS MAP.

BASIS OF BEARINGS DIAGRAM
NOT TO SCALE



LEGEND

- DIMENSION POINT
- ◆ FOUND SECTION CORNER AS NOTED
- FOUND 5/8" REBAR WITH PLASTIC CAP STAMPED "LS 8067" PER DD MAPS 88
- ✱ FOUND 5/8" REBAR WITH CAP STAMPED "LS 6815" PER DD MAPS 9
- ⊗ FOUND 5/8" REBAR WITH CAP STAMPED "LS 8501"
- ⊙ 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
- (R) RADIAL BEARING
- (X) SHEET INDEX NUMBER

FINAL MAP OF
FIDDYMENT RANCH PHASE 2
VILLAGE F-9B
WEST ROSEVILLE SPECIFIC PLAN PARCEL F-9B
SUBDIVISION NO. PL14-0438

BEING ALL OF LOT 12 OF THAT CERTAIN FINAL MAP ENTITLED "FIDDYMENT RANCH PHASE 2A LARGE LOT SUBDIVISION", FILED IN BOOK DD OF MAPS, AT PAGE 88, O.R.P.C. AND SITUATE IN SECTION 13, T11N., R5E., M.D.M. 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

AUGUST 2018

Sheet 2 of 7
1027.156

VILLAGE BOUNDARY AND SHEET INDEX



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

FINAL MAP OF
FIDDYMENT RANCH PHASE 2
VILLAGE F-9B

WEST ROSEVILLE SPECIFIC PLAN PARCEL F-9B
SUBDIVISION NO. PL14-0438

BEING ALL OF LOT 12 OF THAT CERTAIN FINAL MAP ENTITLED "FIDDYMENT
RANCH PHASE 2A LARGE LOT SUBDIVISION", FILED IN BOOK DD OF MAPS, AT
PAGE 88, O.R.P.C. AND SITUATE IN SECTION 13, T11N., R5E., M.D.M.
CITY OF ROSEVILLE COUNTY OF PLACER STATE OF CALIFORNIA

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AUGUST 2018

Sheet 3 of 7
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FINAL MAP OF
FIDDYMMENT RANCH PHASE 2
VILLAGE F-9B

WEST ROSEVILLE SPECIFIC PLAN F-9B
SUBDIVISION NO. PL14-0438

BEING ALL OF LOT 12 OF THAT CERTAIN FINAL MAP ENTITLED "FIDDYMMENT
RANCH PHASE 2A LARGE LOT SUBDIVISION", FILED IN BOOK DD OF MAPS, AT
PAGE 88, O.R.P.C. AND SITUATE IN SECTION 13, T11N., R.5E., M.D.M.

CITY OF ROSEVILLE COUNTY OF PLACER STATE OF CALIFORNIA

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MAY 2018

0 20 40 80
SCALE: 1" = 40'

1027.156

LOT 9
DD MAPS 88

LOT 11
DD MAPS 88

LOT 6
DD MAPS 88

FIDDYMMENT RANCH PHASE 2
VILLAGE F-19-B2
DD MAPS 32

HOLT PARKWAY

SETUCKET COURT

FORESDALE WAY

FORESDALE WAY

SOUTHINGTON WAY

SETUCKET STREET

FIDDYMMENT RANCH PHASE 2 VILLAGE F-9-A2 DD MAPS 30

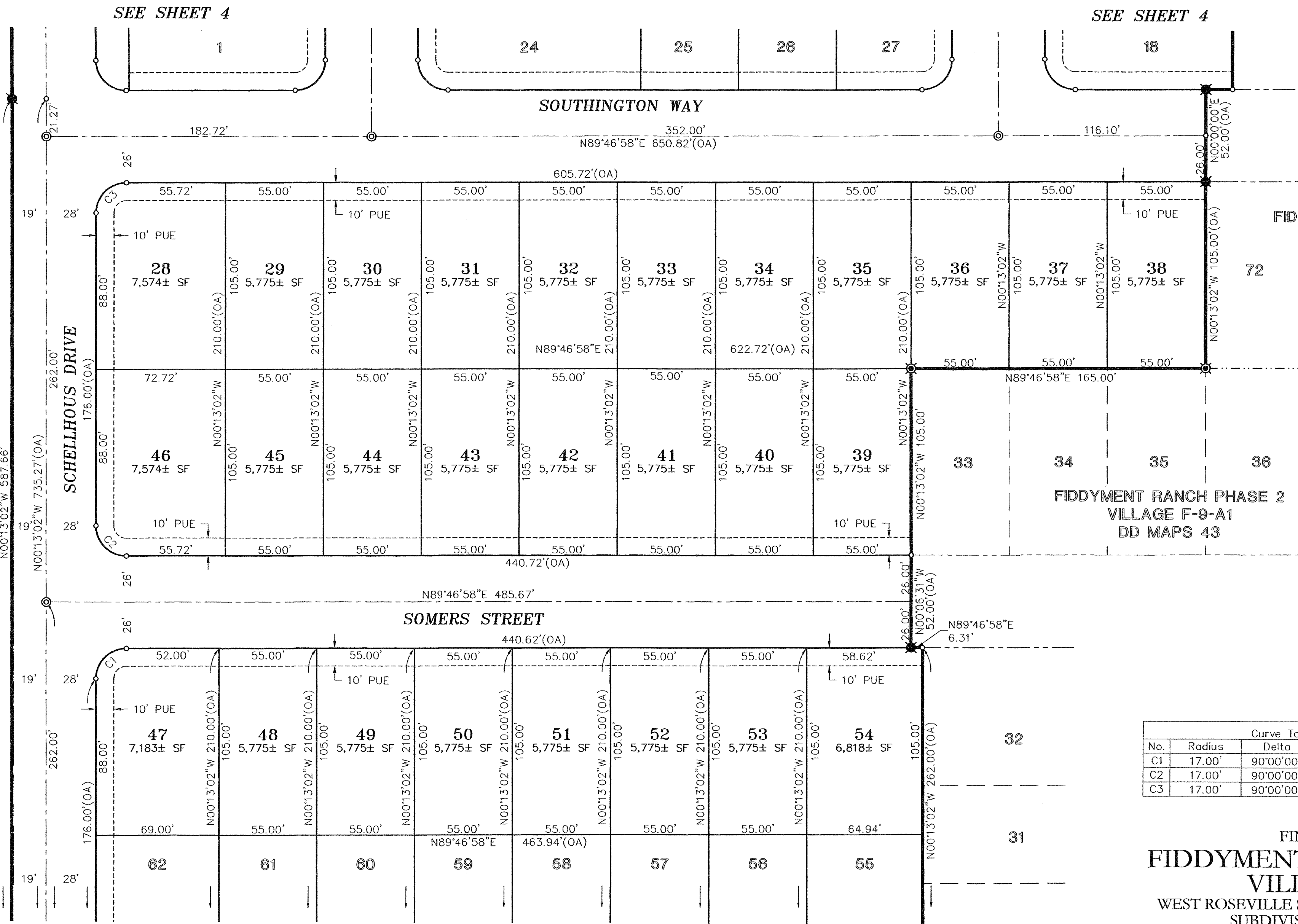
Curve Table - This Sheet Only					
No.	Radius	Delta	Length	Chord Bearing	Chord Dist
C1	282.00'	24°35'11"	121.01'	N61°18'07"E	120.08'
C2	45.00'	48°02'44"	37.73'	N24°14'24"W	36.64'
C3	45.00'	22°30'35"	17.68'	N11°28'20"W	17.57'
C4	45.00'	25°32'09"	20.06'	N35°29'42"W	19.89'
C5	44.00'	61°09'05"	46.96'	N72°24'23"E	44.76'
C6	45.00'	29°26'59"	23.13'	N14°30'28"E	22.88'
C7	45.00'	25°53'04"	20.33'	N16°17'25"E	20.16'
C8	45.00'	3°33'55"	2.80'	N1°33'55"E	2.80'
C9	1308.50'	0°32'54"	12.52'	N73°49'10"E	12.52'
C10	17.00'	90°00'00"	26.70'	N45°13'02"W	24.04'
C11	17.00'	90°00'00"	26.70'	N44°46'58"E	24.04'
C12	17.00'	90°00'00"	26.70'	N45°13'02"W	24.04'
C13	17.00'	90°00'00"	26.70'	N44°46'58"E	24.04'
C14	17.00'	89°30'39"	26.56'	N45°27'43"W	23.94'
C15	17.00'	73°45'45"	21.89'	N36°39'50"E	20.41'
C16	52.00'	73°45'45"	66.94'	N36°39'50"E	62.42'
C17	276.00'	16°14'15"	78.22'	N81°39'50"E	77.96'
C18	224.00'	16°14'15"	63.48'	N81°39'50"E	63.27'
C19	224.00'	9°21'43"	36.60'	N78°13'35"E	36.56'
C20	224.00'	6°52'32"	26.88'	N86°20'42"E	26.86'
C21	17.00'	90°00'00"	26.70'	N45°13'02"W	24.04'
C22	17.00'	90°00'00"	26.70'	N44°46'58"E	24.04'
C23	47.00'	57°23'30"	47.08'	N20°18'46"E	45.14'

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

SEE SHEET 5

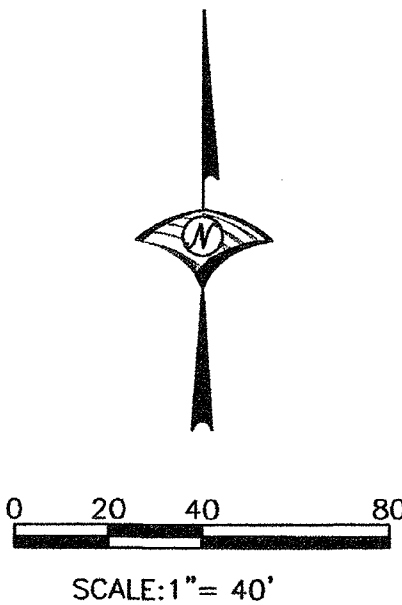
SEE SHEET 5

Sheet 4 of 7



FIDDYMENT RANCH PHASE 2
VILLAGE F-9-A2
DD MAPS 30

FIDDYMENT RANCH PHASE 2
VILLAGE F-9-A1
DD MAPS 43



Curve Table - This Sheet Only					
No.	Radius	Delta	Length	Chord Bearing	Chord Dist
C1	17.00'	90°00'00"	26.70'	N44°46'58"E	24.04'
C2	17.00'	90°00'00"	26.70'	N45°13'02"W	24.04'
C3	17.00'	90°00'00"	26.70'	N44°46'58"E	24.04'

FINAL MAP OF
FIDDYMENT RANCH PHASE 2
VILLAGE F-9B
WEST ROSEVILLE SPECIFIC PLAN PARCEL F-9B
SUBDIVISION NO. PL14-0438

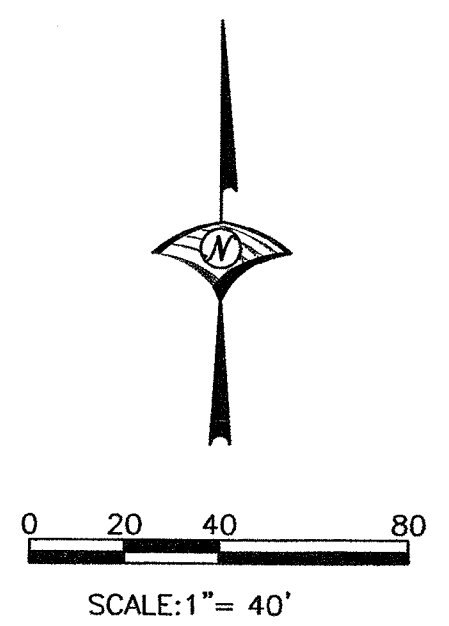
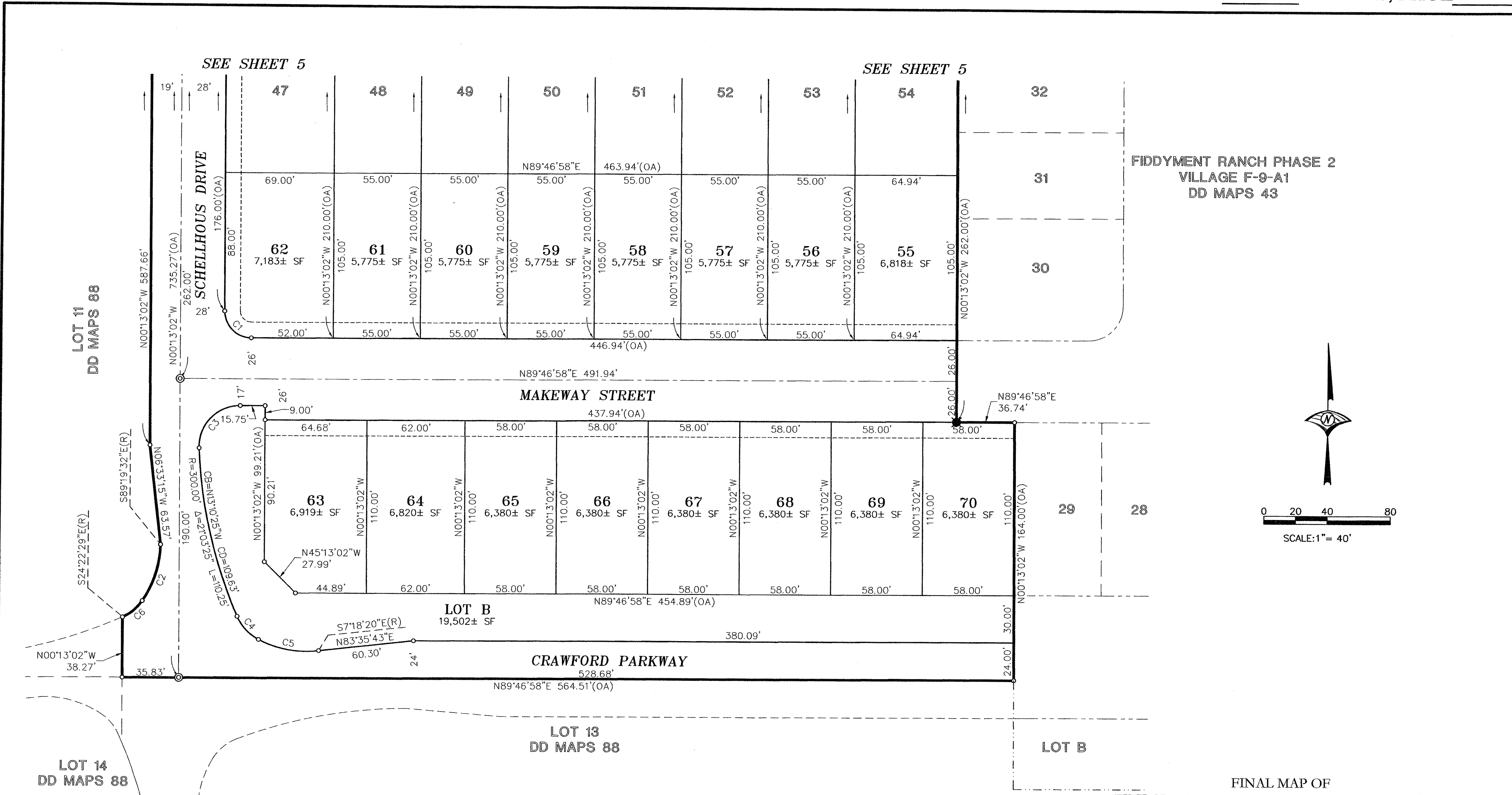
BEING ALL OF LOT 12 OF THAT CERTAIN FINAL MAP ENTITLED "FIDDYMENT RANCH PHASE 2A LARGE LOT SUBDIVISION", FILED IN BOOK DD OF MAPS, AT PAGE 88, O.R.P.C. AND SITUATE IN SECTION 13, T11N., R.5E., M.D.M.
CITY OF ROSEVILLE COUNTY OF PLACER STATE OF CALIFORNIA


WOOD RODGERS
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AUGUST 2018

Sheet 5 of 7
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SEE SHEET 2 FOR BASIS OF
BEARINGS, LEGEND, NOTES AND REFERENCES.



Curve Table -- This Sheet Only					
No.	Radius	Delta	Length	Chord Bearing	Chord Dist
C1	17.00'	90°00'00"	26.70'	N45°13'02"W	24.04'
C2	65.00'	33°32'46"	38.06'	N17°26'51"E	37.52'
C3	26.00'	92°25'40"	41.94'	N43°34'08"E	37.54'
C4	30.00'	38°50'02"	20.33'	N43°07'08"W	19.95'
C5	65.00'	34°46'11"	39.44'	N79°55'14"W	38.84'
C6	30.00'	31°24'16"	16.44'	N49°55'23"E	16.24'

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

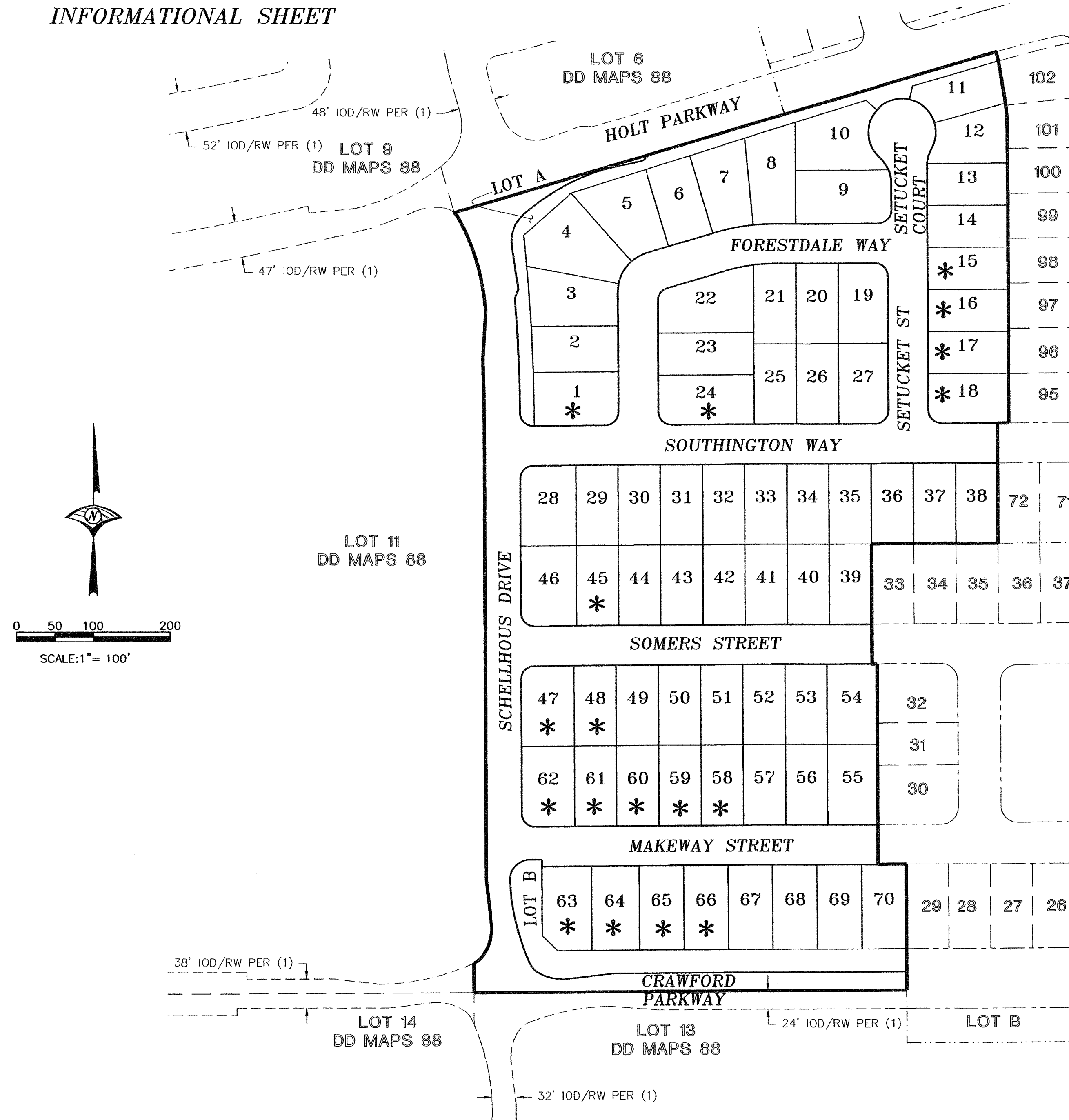
FINAL MAP OF
FIDDYMENT RANCH PHASE 2
VILLAGE F-9B
WEST ROSEVILLE SPECIFIC PLAN PARCEL F-9B
SUBDIVISION NO. PL14-0438
BEING ALL OF LOT 12 OF THAT CERTAIN FINAL MAP ENTITLED "FIDDYMENT"
RANCH PHASE 2A LARGE LOT SUBDIVISION", FILED IN BOOK DD OF MAPS, AT
PAGE 88, O.R.P.C. AND SITUATE IN SECTION 13, T11N., R5E., M.D.M.
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AUGUST 2018

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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.

FINAL MAP OF
**FIDDYMENT RANCH PHASE 2
VILLAGE F-9B**

WEST ROSEVILLE SPECIFIC PLAN PARCEL F-9B
SUBDIVISION NO. PL14-0438

BEING ALL OF LOT 12 OF THAT CERTAIN FINAL MAP ENTITLED "FIDDYMENT
RANCH PHASE 2A LARGE LOT SUBDIVISION", FILED IN BOOK DD OF MAPS, AT
PAGE 88, O.R.P.C. AND SITUATE IN SECTION 13, T11N., R.5E., M.D.M.
CITY OF ROSEVILLE COUNTY OF PLACER STATE OF CALIFORNIA



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AUGUST 2018

Sheet 7 of 7
1027.156

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



COUNCIL COMMUNICATION

CC #: 0185

File #: 0110 & 0106 & 0106-01

Title: Economic Development Agreement and Expenditure of Membership Funds For FY2019-20

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

Meeting Date: 7/17/2019

Item #: 7.10.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council:

1. Adopt a Resolution to approve an Economic Development Agreement Between the Greater Sacramento Economic Council (GSEC) and the City of Roseville and authorize the City Manager to execute it on behalf of the City.
2. Authorize the expenditure of membership funds for:
 - Greater Sacramento Economic Council (GSEC) in the amount of \$54,885.00, and
 - Roseville Area Chamber of Commerce in the amount of \$40,000.00.

BACKGROUND

The City of Roseville allocated financial support, in the form of memberships, to the Greater Sacramento Economic Council (GSEC) and the Roseville Area Chamber of Commerce within the Economic Development Department FY2019-20 budget. The purpose of the memberships with each organization is to attract, grow, support and expand business and job creation, assist small businesses and entrepreneurs and promote the City as a place to do business. Below is a listing of each membership organization with details on their benefits and goals.

Greater Sacramento Economic Council

The Greater Sacramento Economic Council (aka. Greater Sacramento) is a public-private partnership; the majority of funding comes from the private sector with a collaboration between local and state governments, market leaders, influencers, and stakeholders, with the sole mission of driving economic growth. The organization's goal is to implement a new approach to economic development with multi-year financial commitments that allows for more time and resources to be dedicated to business recruitment and retention, rather than ongoing fundraising. Specifically, the membership focuses on the retention, attraction, growth and scale of new businesses, developing advanced industries and creating jobs and investment throughout a six-county region. Along with the City's support and participation in Greater Sacramento's efforts, the City has single

voting representation, by the City's Mayor or designee, on the Greater Sacramento Board of Directors.

The proposed 2019 Economic Development Agreement with the Greater Sacramento Economic Council is the City's fifth annual agreement for participation. The City's membership dues are based upon our population, specifically \$0.40 per capita applied to the population as reported by the Department of Finance.

Roseville Area Chamber of Commerce

The Roseville Area Chamber of Commerce membership focuses on business support, retention, expansion and tourism. The City's membership benefits include participation in Chamber events to strengthen our partnership efforts and to elevate the awareness of this partnership. The City's financial support is identified as a "Signature" level member in the President's Circle. As a Signature level member the City receives:

- Installation Dinner Sponsor Table = 1 table of 10 persons
- Roseville 2020 Sponsor & Tickets = 2 tables of 8 persons plus 1 vendor booth
- Splash Sponsor & Tickets = 24 tickets
- Ignite Power Lunch Sponsor = 2 tickets
- Ignite Winter Bash Sponsor & Tickets = 10 tickets
- Chamber Breakfast & Lunch for the year = 2 tickets to each
- Business Showcase & Mixer = Exhibit space 1 vendor booth for each event
- Online Marketing Package including 5-star Lobby Advertising
- Insight Newsletter Advertising

The Chamber of Commerce has identified the total value for the City's "Signature" level membership at \$40,000.00.

The City's continued financial support in terms of memberships with key organizations such as Greater Sacramento and the Roseville Area Chamber of Commerce is key to our successful partnership and efforts relating to business recruitment, retention, expansion, support of small business and entrepreneurs, and tourism.

FISCAL IMPACT

The total dollar value of this request is \$94,885.00 and is funded by the General Fund. These funds are included in the FY2019-20 Economic Development Department budget. Therefore, no additional General Fund resources are requested.

ECONOMIC DEVELOPMENT / JOBS CREATED

The continued memberships between Greater Sacramento Economic Council and the Roseville Area Chamber of Commerce will generate increased opportunities to promote economic growth and job creation within the City. The investment in these memberships will assist in promoting Roseville as a community of choice for businesses and residents. These memberships will support programs that grow jobs and attract investment resulting in increased property values and retail sales.

As stated by Barry Broome, CEO of Greater Sacramento Economic Council, the City of Roseville is the only city in the region with a sustainable economy. The increase in property values and retail sales grows property tax and sales tax, enhancing City revenues required for service delivery. Property tax and sales tax are the foundation of our sustainable economy.

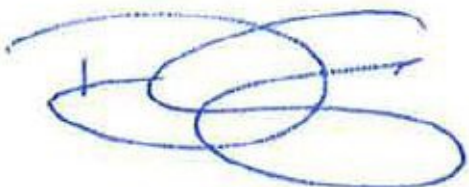
ENVIRONMENTAL REVIEW

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 §15061(b)(3)) and §15378.

The 2019 Economic Development Agreement and Expenditure of Membership Funds for GSEC and the Roseville Area Chamber of Commerce meet the above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Laura Matteoli, Economic Development Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 19-331

2019 Economic Development Agreement between GSEC and City of Roseville

RESOLUTION NO. 19-331

APPROVING AN ECONOMIC DEVELOPMENT AGREEMENT, BETWEEN THE
GREATER SACRAMENTO ECONOMIC COUNCIL AND THE CITY OF ROSEVILLE,
AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF
THE CITY OF ROSEVILLE

WHEREAS, an Economic Development Agreement Between The Greater Sacramento
Economic Council 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 Economic Development 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
_____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

**ECONOMIC DEVELOPMENT AGREEMENT BETWEEN
THE GREATER SACRAMENTO ECONOMIC COUNCIL
AND THE CITY OF ROSEVILLE**

This Economic Development Agreement (“Agreement”) is entered into by and between the City Council of the City of Roseville, a California municipality (the “Public Jurisdiction”), and the Greater Sacramento Economic Council (“Greater Sacramento”), a California non-profit corporation (each a “Party” and collectively referred to as the “Parties”). The Agreement shall be effective (“Effective Date”) upon signature of both Parties.

WHEREAS, the Parties acknowledge and agree that any previous contract relating to the subject matter herein is terminated and replaced with this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Public Jurisdiction and Greater Sacramento agree as follows:

I. RESPONSIBILITIES OF GREATER SACRAMENTO

A. MISSION: Greater Sacramento is an economic development organization working through a public-private partnership of local businesses and governments to retain, attract, grow, and create sustainable businesses in the six-county Sacramento Region, including El Dorado, Placer, Sacramento, Sutter, Yolo, and Yuba Counties and the 23 cities therein.

B. GOALS: Greater Sacramento is guided by and strategically focused on the following specific long-range goals:

1. Develop and utilize in-depth data and analytics to guide strategic economic development efforts and improve the region’s competitive position.
2. Strategically market the region to generate qualified company prospects in targeted economic clusters.
3. Leverage public and private partners and resources to locate qualified prospects.

C. RETENTION AND EXPANSION POLICY:

1. Greater Sacramento’s primary role is developing the Sacramento Region’s market intelligence strategy for high-wage, base industry clusters in coordination with representatives of local communities.
2. Both Parties understand that retention and expansion of existing businesses within communities is primarily a local issue, but Greater Sacramento will confidentially assist local leaders on these projects.
3. Greater Sacramento will support communities’ efforts to retain and expand existing businesses through coordinating regional support and providing research on key retention and expansion projects, as requested by the local community.

4. Greater Sacramento will advise communities when an existing company contacts Greater Sacramento regarding a retention or expansion issue, subject to any legal and/or contractual non-disclosure obligations.

D. ACTION PLANS: In accordance with the Mission, Goals, and Retention and Expansion Policy set forth above and subject to the availability of adequate funding, Greater Sacramento shall implement strategic action plans adopted by its Board of Directors and Economic Development Directors Taskforce (EDDT). The Public Jurisdiction shall be entitled to provide input on these action plans through its participation in these advisory groups as specified in Sections III.A. and III.B. of this Agreement. The Public Jurisdiction acknowledges and agrees that Greater Sacramento may, in its reasonable judgment in accordance with its own practices and procedures, substitute, change, reschedule, cancel, or defer certain activities as required by a result of changing market conditions, funding availability, or other circumstances beyond Greater Sacramento's reasonable control.

E. PERFORMANCE TARGETS: Specific performance targets shall be established by Greater Sacramento's Board of Directors and shall be used to evaluate and report progress on Greater Sacramento's implementation of strategic action plans. Greater Sacramento will provide regular reports to the Public Jurisdiction detailing its progress in implementing such plans. As required by a result of changing market conditions, funding availability, or other circumstances beyond Greater Sacramento's reasonable control, these performance targets may be revised with the approval of the Board of Directors or a majority of the designated members of Greater Sacramento's EDDT.

F. ECONOMIC DEVELOPMENT DIRECTORS TASKFORCE (EDDT): Greater Sacramento will organize and lead the Economic Development Directors Taskforce (EDDT), which will develop and follow set protocol for issues such as: business attraction, retention, and expansion; external marketing and communications; and permitting streamlining. The Public Jurisdiction may appoint one representative to the taskforce as outlined in Section III.B. of this Agreement.

II. RESPONSIBILITIES OF THE PUBLIC JURISDICTION

A. STAFF SUPPORT OF GREATER SACRAMENTO'S EFFORTS: The Public Jurisdiction shall provide staff support to Greater Sacramento's economic development efforts as follows:

1. The Public Jurisdiction shall respond to leads or prospects referred by Greater Sacramento in a professional manner within the time frame specified by the lead or prospect if the Public Jurisdiction desires to compete and if the lead is appropriate for the Public Jurisdiction. When possible, the Public Jurisdiction agrees to provide its response in the format developed jointly by Greater Sacramento and the EDDT.
2. The Public Jurisdiction shall provide appropriate local hospitality, tours, and briefings for prospects visiting sites in the Public Jurisdiction.

3. The Public Jurisdiction shall provide an official economic development representative to represent the Public Jurisdiction on the EDDT, which advises Greater Sacramento's President & CEO.
4. The Public Jurisdiction shall cooperate in the implementation of Greater Sacramento/EDDT process improvement recommendations including presentation formats, exchange of information on prospects with Greater Sacramento staff, use of shared data systems, land and building databases, and private sector real estate industry interfaces.
5. The Public Jurisdiction shall use its best efforts to respond to special requests by Greater Sacramento for specific information about the Public Jurisdiction within the time frame specified in such request.
6. In order to enable Greater Sacramento to be more sensitive and responsive to the Public Jurisdiction's requirements, the Public Jurisdiction shall, at its sole option, deliver to Greater Sacramento copies of any economic development strategies approved by the Public Jurisdiction, work plans, programs, and evaluation criteria. Greater Sacramento shall not disclose the information to outside parties.
7. The Public Jurisdiction shall use its best efforts to cause an economic development professional representing the Public Jurisdiction to attend all marketing events and other functions to which the Public Jurisdiction has committed itself.
8. The Public Jurisdiction agrees to work with Greater Sacramento to improve the Public Jurisdiction's competitiveness and market readiness to support the growth and expansion of targeted industries.

B. RECOGNITION OF GREATER SACRAMENTO: The Public Jurisdiction agrees to recognize Greater Sacramento as the Public Jurisdiction's officially designated regional economic development organization.

III. ADDITIONAL AGREEMENTS OF THE PARTIES

A. BOARD OF DIRECTORS REPRESENTATION: The Public Jurisdiction shall have a single voting representative on the Greater Sacramento Board of Directors so long as such Director will not cause Greater Sacramento to exceed the maximum number of authorized Directors. The Director under this paragraph shall be the highest-ranking non-elected official with the Public Jurisdiction. This highest-ranking non-elected official shall be permitted to delegate his or her position as Director to the highest-ranking elected official with the Public Jurisdiction to serve as an alternate to the Director, provided, however, that in the case that the Public Jurisdiction is a county, the highest-ranking elected official designated by the highest-ranking non-elected official may be any one of the county supervisors and need not be the chair of the county supervisors. Any such Director (the representative or his or her alternate) will be qualified to serve on the Board of Directors only if the Public Jurisdiction remains current on its annual contribution at an amount equal to or greater than its full formula allocation as determined from time to time by the Board of Directors and laid out in this contract in Section III.E.1., and as long as the Public

Jurisdiction makes a long-term commitment to assist and carry out the mission and purpose of Greater Sacramento and fulfills the additional requirements set forth in this Agreement.

B. ECONOMIC DEVELOPMENT DIRECTORS TASKFORCE (EDDT)

REPRESENTATION: The Public Jurisdiction shall also appoint one (1) economic development professional from its staff, local economic development partner organization, or other qualified community member, subject to the approval of Greater Sacramento, to represent the Public Jurisdiction on Greater Sacramento's Economic Development Directors Taskforce (EDDT), which advises Greater Sacramento's President & CEO.

C. PARTICIPATION IN MARKETING EVENTS: Representative(s) of the Public Jurisdiction shall be entitled to participate in Greater Sacramento's marketing events provided that such participation shall not be at Greater Sacramento's expense.

D. PROVISION OF ASSISTANCE: When requested and appropriate, Greater Sacramento will use its best efforts to provide assistance and support to the Public Jurisdiction's economic development staff for business location prospects identified and qualified by the Public Jurisdiction and assist the Public Jurisdiction with presentations to prospects in the Public Jurisdiction or corporate locations.

E. COMPENSATION:

1. The Public Jurisdiction agrees to pay \$54,885.00 for services to be provided by Greater Sacramento pursuant to the Agreement during the fiscal year ending on June 30, 2020, as set forth in this Agreement. This amount is based on \$0.40 per capita applied to the Public Jurisdiction's population as reported in the 2018 population estimates from the California Department of Finance Demographic Research Unit, which listed the Public Jurisdiction as having a population of 137,213. Any adjustment to this formula shall be reviewed and approved by the Board of Directors and presented in writing to the Public Jurisdiction for approval.
2. Nothing herein shall preclude the Public Jurisdiction from contracting separately with Greater Sacramento for services to be provided in addition to those to be provided hereunder, upon terms and conditions to be negotiated by the Public Jurisdiction and Greater Sacramento.
3. Greater Sacramento shall submit annual invoices to the Public Jurisdiction on or before July 1 each year. To allow the Public Jurisdiction to budget appropriately, Greater Sacramento shall submit to the Public Jurisdiction a letter indicating the rate structure and full contribution amount no later than May 1 each year. The Public Jurisdiction shall submit full payment within the first quarter of its fiscal year beginning July 1. The Public Jurisdiction is entitled to receive annual audit reports for Greater Sacramento and financial reports at Board of Directors meetings held at least four (4) times per year.

F. COOPERATION:

1. The purpose of this Agreement is to set forth the regional economic development program that Greater Sacramento agrees to undertake, the support that the Public

Jurisdiction agrees to provide, the respective roles of Greater Sacramento and the Public Jurisdiction, and the payments of the Public Jurisdiction to Greater Sacramento for the fiscal year ending June 30, 2020.

2. The parties acknowledge that Greater Sacramento is a cooperative organization effort between Greater Sacramento and local communities. Accordingly, the Public Jurisdiction and Greater Sacramento covenant and agree to work together in a productive and harmonious manner, to cooperate in furthering Greater Sacramento's goals for the 2019-2020 fiscal year.
3. The Public Jurisdiction agrees to work with Greater Sacramento, as necessary or appropriate, to revise the performance measures, benchmarks, and/or goals for the FY 2019-2020 contract.

IV. GENERAL PROVISIONS

- A. INDEMNIFICATION AND HOLD HARMLESS:** During the term of this Agreement, Greater Sacramento shall indemnify, defend, hold, protect, and save harmless the Public Jurisdiction and any and all of its elected officials, officers, and employees from and against any and all actions, suits, proceedings, claims and demands, loss, liens, costs, expense, and liability of any kind and nature whatsoever, for injury to or death of persons, or damage to property, including property owned by Public Jurisdiction brought, made, filed against, imposed upon, or sustained by the Public Jurisdiction, its officers, or employees arising out of a third party action, suit, proceeding, claim or demand caused by the negligent performance of Greater Sacramento's obligations under this Agreement.

Any party entitled to indemnity shall promptly notify Greater Sacramento's President & CEO in writing of the existence of any claim, demand, or other matter to which Greater Sacramento's indemnification obligations would apply, shall investigate and mitigate the harm, and shall cooperate with and give to Greater Sacramento a reasonable opportunity to defend the same at its own expense and with counsel reasonably satisfactory to the indemnified party. To the extent that notice is not timely provided to Greater Sacramento and Greater Sacramento is prejudiced thereby, Greater Sacramento's indemnification obligations shall be reduced accordingly.

Nothing in this Subsection A shall be deemed to provide indemnification to any indemnified party with respect to any liabilities arising from the fraud, negligence, omissions, wrongful acts or willful misconduct of such indemnified party (including its officials, officers, employees and agents).

Greater Sacramento's aggregate liability arising out of or relating to this Agreement, regardless of the form of the cause of action, whether in contract, tort, statute or otherwise, shall be subject to the other terms of this Agreement and shall in no event exceed the amounts paid by the Public Jurisdiction to Greater Sacramento for services to be provided by Greater Sacramento pursuant to the Agreement during the fiscal year ending on June 30, 2020, as set forth in this Agreement.

Notwithstanding anything to the contrary contained in this Agreement, to the full extent permitted by applicable law, Greater Sacramento shall not, under any circumstances, be

liable for any claim for any consequential, incidental, indirect, punitive, exemplary or special damages of any nature whatsoever, or for any damages resulting from, arising out of, or in connection with any delays, loss of data, lost revenues, lost profits, interference, interruption of service, or loss of business or anticipatory profits, regardless of the form of action, whether in contract, tort, strict liability or otherwise.

- B. INSURANCE:** Greater Sacramento shall procure and maintain for the duration of this Agreement, at Greater Sacramento's own cost and expense, insurance against claims for injuries to persons or damages to property which may arise from or in connection with this Agreement by Greater Sacramento, its agents, representatives, employees, or contractors.
- C. EQUAL EMPLOYMENT OPPORTUNITY:** During the performance of this Agreement, Greater Sacramento will not discriminate against any employee or applicant for employment because of race, color, religion, creed, sex (including pregnancy, childbirth, and related medical conditions), sexual orientation and identity, national origin, ancestry, age, genetic information, citizenship, medical condition or illness, AIDS/HIV, ethnic background, physically or mentally disabled, retaliation, criminal record, military or veteran status, marital status, or political activities or affiliations, status as a victim of domestic violence, sexual harassment, assault, or stalking. Greater Sacramento also makes reasonable accommodations for handicapped and disabled employees. Finally, Greater Sacramento prohibits the harassment of any individual on any basis listed above, or any other consideration made unlawful by federal, state or local laws. All such discrimination is unlawful and will not be tolerated.
- D. NONLIABILITY OF OFFICIALS AND EMPLOYEES:** No member, official, or employee of the Public Jurisdiction will be personally liable to Greater Sacramento, or any successor in interest, in the event of any default or breach by the Public Jurisdiction or for any amount which may become due to Greater Sacramento or successor, or on any obligation under the terms of this Agreement. No member, official, or employee of Greater Sacramento will be personally liable to the Public Jurisdiction, or any successor in interest, in the event of any default or breach by Greater Sacramento or for any amount which may become due to the Public Jurisdiction or successor, or on any obligation under the terms of this Agreement.
- E. NOTICE:** Any notice or other communication provided for herein or given hereunder to a Party hereto shall be in writing or delivered by electronic transmission, as designated by each Party, using the contact information below. Notices or communications in writing shall be given in person, by overnight courier, or by mail (registered or certified mail, postage prepaid, return-receipt requested) to the respective Parties. Notices or communications may be delivered by electronic mail or facsimile, as designated by each Party, in a manner that creates a record that is capable of being retained, retrieved, and reviewed, and that may thereafter be rendered into clearly legible tangible form, unless or until either party revokes consent of use of that means of transmission for communications or either Party is unable to deliver communications by that means.

If to Greater Sacramento:

Greater Sacramento Economic Council

Attn: Chief Executive Officer
400 Capitol Mall, Suite 2500
Sacramento, CA 95814

If to the Public Jurisdiction:

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

- F. CONFIDENTIAL INFORMATION:** Both Parties agree, during the term of this Agreement and thereafter, to hold in strictest confidence, and not to use, except for the benefit of the other Party, or to disclose to any person, firm, or corporation without the prior written authorization of either Party, any Confidential Information of either Party, except (i) as may be legally required to respond to a request pursuant to the California Public Records Act (provided, however, the Parties acknowledge and agree that Greater Sacramento is not subject to the California Public Records Act), or (ii) in accordance with a judicial or governmental order, provided, however, that, to the extent reasonably possible, Public Jurisdiction shall give Greater Sacramento reasonable notice prior to making any such disclosure under (i) or (ii) above so Greater Sacramento may contest or seek a protective order (including, without limitation, a temporary restraining order) to prevent such disclosure if it so chooses, and provided further that Public Jurisdiction shall disclose only that portion of the Confidential Information that it is legally required to disclose. “Confidential Information” means any of Greater Sacramento/the Public Jurisdiction’s proprietary and/or confidential information, technical data, trade secrets, or know-how, including, but not limited to, research, product plans, products, services, client lists, markets, trade secrets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, billing, charging, or other business information disclosed to one Party by the other, either directly or indirectly, which is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Either Party may use the Confidential Information to the extent necessary for negotiations, discussions, and consultations with authorized personnel or authorized representatives or for any other purpose that either Party may hereafter authorize in writing; provided, however, that such authorized use does not create any license to use or disclose such Confidential Information except as explicitly granted by either Party. The Parties acknowledge that they are neither responsible nor liable for any business decisions made by the other Party in reliance upon any Confidential Information. The Parties make no representations or warranties, express or implied, with respect to the accuracy or completeness of the Confidential Information. The Parties agree that in the event of any breach or threatened breach of this Section, either Party may obtain, in addition to any other legal remedies, which may be available, such equitable relief as may be necessary to protect it against any such breach or threatened breach.
- G. OWNERSHIP OF WORK PRODUCT:** Public Jurisdiction acknowledges and agrees that all work product or deliverables prepared for, arising from, related to, or incorporated in the services to be provided by Greater Sacramento including, without limitation, all

ideas, concepts, inventions, expressions, information, material, works of authorship, plans, programs, programming code, systems, work notes, drafts, specifications, design documents, flow charts, software programs, analyses, data, surveys, print copy, artwork, plates, photo negatives and positives, boards, preliminary outlines, sketches, letters, invoices, proposals, databases, and reports (collectively, "Work Product") shall be owned solely and exclusively by Greater Sacramento, including without limitation, all corrections, modifications, and derivative works to such Work Product. The Work Product shall be considered Greater Sacramento's Confidential Information.

H. REPRESENTATIONS AND WARRANTIES: The Parties each represent and warrant as follows:

1. Each Party has full power, authority, and right to perform its obligations under the Agreement.
2. This Agreement is a legal, valid, and binding obligation of each Party, enforceable against it in accordance with its terms (except as may be limited by bankruptcy, insolvency, moratorium, or similar laws affecting creditors' rights generally and equitable remedies).
3. Entering into this Agreement will not violate the charter or bylaws of either Party or any material contract to which that Party is also a party or any law applicable to a Party.

I. RELATIONSHIP OF THE PARTIES; BENEFICIARIES: Nothing in this Agreement will be deemed to create an agency, employment, partnership, fiduciary or joint venture between the Parties. No Party (nor any agent or employee of that Party) shall make any representations or warranties or incur any liability on behalf of the other Party. There are no third-party beneficiaries of this Agreement.

J. MODIFICATIONS: No amendment, change, or modification of this Agreement shall be valid unless in writing and signed by both Parties.

K. ASSIGNMENT: This Agreement and the services contemplated hereunder are personal to Greater Sacramento and the Public Jurisdiction and neither Party shall have the right or ability to assign, transfer, or subcontract any rights or obligations under this Agreement without the advanced written consent of the other Party. This Agreement will be binding upon and inure to the benefit of the parties hereto, their successors, and assigns.

L. GOVERNING LAW: This Agreement shall be governed by the laws of the State of California.

M. COUNTERPARTS/ELECTRONIC SIGNATURES: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of this Agreement, use of a facsimile, e-mail, or other electronic medium shall have the same force and effect as an original signature.

- N. SEVERABILITY:** Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision or any other jurisdiction, but this Agreement will be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal, or unenforceable provisions had never been contained herein.
- O. ENTIRE AGREEMENT, WAIVERS, AND AMENDMENTS:** This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the Public Jurisdiction or Greater Sacramento, and all amendments hereto must be in writing and signed by the appropriate authorities of the parties hereto.

[SIGNATURES ON FOLLOWING PAGE]

The Agreement is executed as follows:

I, _____, acknowledge that I am the _____ of _____, _____, and as such officer, being authorized so to do, execute the foregoing instrument for the purposes therein contained, by signing as such officer.

By: _____

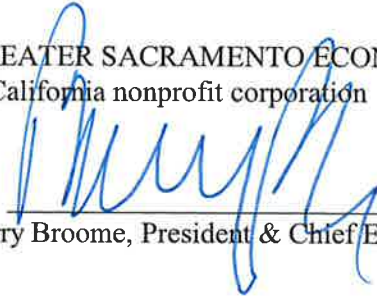
Date: _____

Attest:

Approved as to Form:

I, Barry Broome, acknowledge that I am the President & CEO of the Greater Sacramento Economic Council, a California nonprofit corporation, and as such officer, being authorized so to do, execute the foregoing instrument for the purposes therein contained, by signing as such officer.

GREATER SACRAMENTO ECONOMIC COUNCIL,
A California nonprofit corporation

By:  _____
Barry Broome, President & Chief Executive Officer

Date: 6.21.19



COUNCIL COMMUNICATION

CC #: 0179
File #: 0721-05

Title: Downtown Bridges and Trail Project - Professional Services Agreement Amendment
Contact: Raul R. Cervantes 916-746-1300 rcervantes@roseville.ca.us

Meeting Date: 7/17/2019
Item #: 7.11.

RECOMMENDATION TO COUNCIL

Staff is recommending the City Council adopt a resolution to approve the second amendment to professional services agreement (PSA) with The Hanna Group, authorize the City Manager to execute it, and authorize a construction contract change order authority of 12% of the construction contract price.

BACKGROUND

In March of 2017, the City entered into a PSA with The Hanna Group for Construction Management Services for the Downtown Bridges and Trail Project. At that time the scope of the project consisted of refurbishing and re-orientating the Ice House Bridge and the construction of a new pedestrian bridge at the end of Taylor Street (in the vicinity of the Downtown Library). The main bridge (Downtown Bridge) was not part of the project.

In May of 2018, the City awarded a construction contract to MCM Construction to build the Downtown Bridges and Trail Project. In addition to the Ice House Bridge and the pedestrian bridge at Taylor Street, the project included the construction of the main bridge, main bridge lighting, landscaping, and architectural features. Since the scope of the construction increased, The Hanna Group's PSA was amended on July 11, 2018, to increase their fee by \$340,347.00. This brought their not-to-exceed fee amount to \$796,440.24.

Construction of the project began in early June of 2018 and is on track to be completed by early August of this year. Starting near the end of 2018 and continuing through the first four months of this year, we experienced an above-average amount of rain. The weather impacts caused the contractor to change his construction sequence in order to complete the project this summer. The inclement weather also added time to the contract working days (about three months).

Because of the weather impacts and the contractor's change in construction sequence, staff from The Hanna Group and their materials testing subcontractor, RMA Group, had to spend more field time than initially budgeted. Accordingly, The Hanna Group has requested an increase of \$120,033 to their not-to-exceed fees (\$60,033 for The Hanna Group and \$60,000 for RMA) for a total of \$916,473.25.

Staff has reviewed the requested fee increase and has found the request to be warranted.

In May of 2018, when staff requested the City Council award the project to MCM Construction, staff also requested and budgeted a 15% construction change order authority, but the change order authority was not noted within the approved resolution.

Since construction is nearing completion, staff has a better understanding regarding the value of approved and potential future change orders and, accordingly, requests a reduced 12% (\$1,127,192.00) change order authority be approved by resolution instead of the 15% previously requested.

FISCAL IMPACT

The project is funded by a Congestion Mitigation Grant, an Active Transportation Grant, a Bicycle Transportation Grant, Public Facilities Funds, and Local Transportation Funds.

The project for the Downtown Bridges and Trail Project has sufficient funds to cover the requested amendment and change order authority request. No budget adjustment is needed and no General Fund resources will be used on the project.

ECONOMIC DEVELOPMENT / JOBS CREATED

Based on Federal guidelines, there is one job created for every \$92,000.00 in direct government spending. As a result, this amendment will create 1.3 jobs.

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 this second amendment to professional services agreement meets the above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Raul R. Cervantes, Senior Engineer

Jason Shykowski, Public Works Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 19-324

2nd Amendment to Agreement

RESOLUTION NO. 19-324

APPROVING A SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT,
BY AND BETWEEN THE CITY OF ROSEVILLE AND THE HANNA GROUP, AND
AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE
CITY OF ROSEVILLE

WHEREAS, a second amendment to professional services agreement for the Downtown Bridges and Trail Improvement project, by and between the City of Roseville and The Hanna Group, has been reviewed by the City Council; and

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

BE IT FURTHER RESOLVED that the City Manager or his designee is authorized to approve change orders for the project, consistent with the contract terms, provided that the net cost of all change orders shall not exceed twelve percent (12%) of the contract price.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

**SECOND AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT**

Downtown Bridges and Trail Improvement Project

THIS SECOND AMENDMENT TO AGREEMENT is made and entered into this ____ day of _____, 20__, by and between the City of Roseville, a municipal corporation (“CITY”), and The Hanna Group, a California corporation (“CONSULTANT”); and

W I T N E S S E T H:

WHEREAS, CITY and CONSULTANT previously entered into a Professional Services Agreement dated March 15, 2017 and amended July 11, 2018 (“Agreement”) regarding the Downtown Bridges and Trail Improvement Project (“Project”); and

WHEREAS, CITY desires to amend the Agreement to include additional services as described in CONSULTANT’s letter/proposal dated March 25, 2019 which is attached hereto as Exhibit “A” and incorporated herein by reference; and

WHEREAS, CONSULTANT is willing and able to provide such additional services.

NOW, THEREFORE, the parties agree as follows:

1. CONSULTANT shall provide additional services as described in Exhibit “A” of this Second Amendment to Agreement.
2. Paragraph 2 of the Agreement is amended by adding an additional paragraph to read as follows:

“CITY shall pay one hundred twenty thousand, thirty-three dollars (\$120,033.00), in consideration of the additional services as set forth in Exhibit “A” to the Second Amendment to Agreement. This brings the total not to exceed contract amount to nine hundred sixteen thousand, four hundred seventy-three dollars and twenty-four cents (\$916,473.24).”

3. All other provisions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Second Amendment to Agreement in duplicate by its Acting 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 Second Amendment to Agreement to be executed.

CITY OF ROSEVILLE, a
municipal corporation

BY: _____
DOMINICK CASEY
City Manager

ATTEST:

BY: _____
SONIA OROZCO
City Clerk

THE HANNA GROUP, a
California corporation

BY:  _____
its: CEO

and
BY:  _____
its: CORPORATE SECRETARY

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY:  _____
JASON SHYKOWSKI
Acting Public Works Director

EXHIBIT "A"



Mr. Raul Cervantes
311 Vernon Street
Roseville, CA 95678

March 25, 2019

Subject: Request for Budget Amendment #2 for Construction Management Services
Ref: Downtown Bridges and Trail Improvement Project
Federal Aid No: CML-5182(063), City Project No: 90004-5115-109001-34

Dear Raul:

The Hanna Group is respectfully requesting an Amendment to the Professional Services Agreement, dated March 15, 2017, for the above referenced project.

The request for amendment is based on the following:

The Hanna Group Added Costs:

- Project extended through July of 2019, originally anticipated to end in April 2019
- Additional inspection required for these 3 months
- Additional admin hours needed to close out the project, Chapter 17 of the LAPM, Punchlist, Submittals, RFI's, and CCO's

RMA Group Added Costs:

- Due to the piecemeal construction of the various types of walls and ramps at Downtown Bridge, Taylor Street Bridge, and Plaza at Royer Park additional testing is required to complete the project.
- Effort to meet all testing requirements of the City Approved QAP
- Attached is a summary of tests still required to complete construction

A supplemental cost proposal has been developed and is attached in the amount of \$120,033.00

Thank you for your review and consideration of this matter. Should you have any questions or need further information, please do not hesitate to contact me at (916) 870-9070 or joe.reyes@nv5.com.

Sincerely,

A handwritten signature in blue ink, appearing to read "Joe Reyes".

Joe Reyes, P.E., Project Manager
The Hanna Group, an NV5 Company

Attachments:

- Supplemental Hanna Group Cost Proposal with Key Personnel Effort Per Month
- Supplemental RMA Cost Proposal
- Summary of tests required to complete construction

CITY OF ROSEVILLE

Downtown Bridges and Trail Improvement Project

KEY PERSONNEL EFFORT BY HOURS PER MONTH

Task 2: Construction Services														
Classification	Post-Construction													
	Pre-Construction		2019										2019	
	Year	Month	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	Hours	Billing Rate	Labor \$	
Project Manager (CM Support)													\$	-
Resident Engineer / Structure Rep													\$	16,245.00
ARE/Field Inspector													\$	43,788.00
ARGONAUT (Biological Monitoring)														
RMA Group (Materials Testing)													\$	60,000.00
ABE (Gamma-Gamma Testing)														
WEST COAST COATING														
ODC - THG (Vehicle/Cell)														
SUB-TOTAL PERSONNEL														
													\$	120,033.00

Notes



Slurry Seal

Technician Hours	2 visits (4hrs each)	8hrs	\$85.40	\$683.20
CT 202 Sieve Combined		2	\$165.00	\$330.00
AASHTO T59 Viscosity		2	\$115.00	\$230.00
AASHTO T59 Settlement		2	\$190.00	\$380.00
AASHTO T59 Sieve		2	\$90.00	\$180.00
AASHTO T59 Demulsibility		2	\$130.00	\$260.00
AASHTO T49 Penetration		2	\$85.00	\$170.00
ASTM D36 Field Softening		2	\$125.00	\$250.00
CT 332 Torsional Recovery		2	\$190.00	\$380.00
			Subtotal	\$2,863.20

Concrete

Technician Hours	17 visits (4hrs each)	68hrs	\$85.40	\$5,807.20
CT202 Sieve Combined		34	\$165.00	\$5,610.00
CT217 SE		17	\$165.00	\$2,805.00
CT227 Cleanness Value		17	\$165.00	\$2,805.00
CT521 Concrete Cylinders		68	\$30.00	\$2,040.00
Pick up and Lid Removal		34	\$80.00	\$2,720.00
			Subtotal	\$21,787.20

Soils

Technician Hours	43 Visits (4hrs each)	172hrs	\$85.40	\$14,688.80
ASTM1557 Max Density		5	\$230.00	\$1,150.00
CT202 Sieve Combined		5	\$165.00	\$825.00
CT217 SE		5	\$115.00	\$575.00
			Subtotal	\$17,238.80

HMA

Technician Hours	3 Visits (8hrs each)	24	\$85.40	\$2,049.60
CT202 Sieve Combined		9	\$165.00	\$1,485.00
CT205 %Crushed		3	\$125.00	\$375.00
CT217 SE		3	\$115.00	\$345.00
CT234 Fine AGG Angularity		3	\$175.00	\$525.00

CT235 Flat and Elongated	3	\$225.00	\$675.00
CT309 Max Theoretical	3	\$190.00	\$570.00
CT308 Core Density	10	\$50.00	\$500.00
CT366 Stability	3	\$265.00	\$795.00
CT370 Moisture	3	\$60.00	\$180.00
CT382 AC Content	3	\$145.00	\$435.00
CT382 AC Content Correction	1	\$250.00	\$250.00
CT371 Moisture Susceptibility	1	\$950.00	\$950.00

Subtotal \$9,134.60

Management and Admin

Project Manager	10	\$94.88	\$948.80
Admin	15	\$53.41	\$801.15

Subtotal \$1,749.95

Unbilled February overage \$7,226.00

Total \$59,999.75

Compaction Testing Remaining As of 2/27/2019

Location	Test Description	Reference
Taylor West Parking Lot - NEW HMA Pave Limits	Subgrade	L-1
Taylor West Curb & Gutter	Subgrade	L-1
Taylor West ADA Ramp Case A	Subgrade	L-1
Taylor West Sidewalk	Subgrade	L-1
Taylor East Concrete Pavement/Bike Trail	Subgrade	L-1
Taylor East ADA Ramp	Backfill/Subgrade	L-1
Bike Trail @ IHB Abut 1 - MSE West Wall Block Limits	Subgrade	L-3
Bike Trail @ IHB Abut 1 - MSE East Wall Block Limits	Subgrade	L-3
Bike Trail @ IHB Abut 1 - Embankment Fill Lift 1	Embankment Import	L-3
Bike Trail @ IHB Abut 1 - Embankment Fill Lift 2	Embankment Import	L-3
Bike Trail @ IHB Abut 1 - Embankment Fill Lift 3	Embankment Import	L-3
Bike Trail @ IHB Abut 1 - Embankment Fill Lift 4	Embankment Import	L-3
Bike Trail @ IHB Abut 1 - Embankment Fill Lift 5	Embankment Import	L-3
Bike Trail @ IHB Abut 1 - Embankment Fill Lift 6	Embankment Import	L-3
Bike Trail @ IHB Abut 1 - Embankment Fill Lift 7	Embankment Import	L-3
Bike Trail @ IHB Abut 1 - Embankment Fill Lift 8	Embankment Import	L-3
Bike Trail @ IHB Abut 1 - Embankment Fill Lift 9	Embankment Import	L-3
Bike Trail @ IHB Abut 1 - Class II AB Bike Trail	Subgrade	L-3
Bike Trail @ IHB Abut 1 - Class II AB Bike Trail	Shoulder Backing 95%	L-3
Bike Trail @ Oak Street Parking Lot	Subgrade	L-4
Bike Trail @ Oak Street Parking Lot DG Shoulder Backing	Compaction (Possible Method Spe	L-4
IHB Abut 2 Concrete Pavement	Subgrade	L-4
IHB Abut 2 Concrete Ramp	Subgrade	L-4
Oak Street Parking Lot New HMA	Subgrade	L-4
DTB @ Oak Street Tie-In - Concrete Pavement	Subgrade	L-5
DW2 Wall Valley Gutter In Pavement	Subgrade	L-5
DW1 Wall Valley Gutter In Pavement	Subgrade	L-5
New Pavement DW1 Parking Lot	Subgrade	L-5
New Pavement DW2 Parking Lot	Subgrade	L-5
TB @ Oak Street Tie-In - Sidewalk/Driveway Modification	Subgrade	L-5
Fire Station Access Road NEW HMA Roadway	Subgrade	L-5
Bike Trail HMA (Under DTB)	Subgrade	L-5
Elevated Ramp Structure DW3/DW4 Backfill Lift 1	Structure Backfill	L-5
Elevated Ramp Structure DW3/DW4 Backfill Lift 2	Structure Backfill	L-5
Elevated Ramp Structure DW3/DW4 Backfill Lift 3	Structure Backfill	L-5
Elevated Ramp Structure DW3/DW4 Backfill Lift 4	Structure Backfill	L-5

Elevated Ramp Structure DW3/DW4 Backfill Lift 5	Structure Backfill	L-5
Elevated Rmap Sturcture Sidewalk (Class II AB)	Subgrade	L-5
Hardscape Around Elevated Rmap Sturtcure and Park	Subgrade (Native)	L-5
Hardscape Around Elevated Rmap Sturtcure and Park	Subgrade (Class II AB)	L-5
Drinking Fountain Concrete Apron	Subgrade	L-5
Veterans Hall Parking Lot Native Subgrade	Subgrade	L-6
Vetreans Hall Parking Lot Class II AB	Subgrade	L-6

Assumptions: Only Areas Requiring 95% Compaction have been Logged. Log Does not Account for landscape areas or fill outside of wall limits. Each Logged Test Requires - CT 202, CT 217, CT 216/231



COUNCIL COMMUNICATION

CC #: 0174

File #: 0721

Title: City of Roseville Title VI Program, Public Participation Plan, and Language Assistance Plan

Contact: Eileen Bruggeman 916-774-5449 ebruggeman@roseville.ca.us

Meeting Date: 7/17/2019

Item #: 7.12.

RECOMMENDATION TO COUNCIL

The Roseville Transportation Commission recommends the City Council adopt a resolution approving the updated Roseville Title VI Program, Public Participation Plan and Language Assistance Plan for 2019 through 2022.

BACKGROUND

As a recipient of federal funds through the Federal Transit Administration (FTA), Roseville Transit is required to prepare a Title VI Program in accordance with the current FTA guidelines and Title VI of the Civil Rights Act of 1964 which states:

“No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.”

Per FTA requirements, the Title VI program must also include Public Participation and Language Assistance Plans.

Roseville's current Title VI Program was approved in 2016. Per FTA requirements the plan must be updated every 3 years. The proposed update meets current FTA guidelines and incorporates the most recent census data, updated language assistance data, and the updated performance standards of the Roseville Short Range Transit Plan (adopted May 1, 2019).

On June 18, 2019, the Transportation Commission held a public hearing to receive comments on the updated Title VI Program and associated plans. Extensive public notification of this public hearing was provided as described in the Transportation Commission report. For reference, the Transportation Commission staff report also includes a more detailed analysis of the Title VI update and a redline/strikeout version of the Title VI plan.

No public comments were received prior to or during the Transportation Commission public hearing.

The Transportation Commission voted unanimously to recommend City Council approval of the updated Title VI Program and the associated plans. Once approved, the plans will remain in effect through September 30, 2022.

FISCAL IMPACT

There is no fiscal impact due to approval of the City of Roseville Title VI Program, Public Participation Plan and the Language Assistance Plan. Implementation of these plans is already being performed by staff in continued compliance with the federal requirements which the City adheres to in order to receive federal funds.

ECONOMIC DEVELOPMENT / JOBS CREATED

No additional jobs would be created through approval and implementation of the Title VI Program and the associated plans.

ENVIRONMENTAL REVIEW

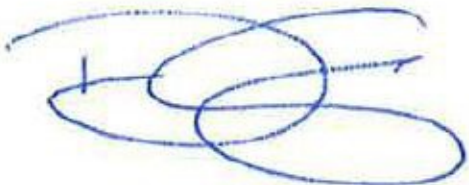
The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378.

The updating of the City of Roseville Title VI Program and associated plans meet the above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Mike Dour, Alternative Transportation Manager

Jason Shykowski, Public Works Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 19-326

Title VI Program 2019

Transportation Commission Packet

RESOLUTION NO. 19-326

APPROVING THE CITY OF ROSEVILLE TITLE VI PROGRAM, PUBLIC PARTICIPATION PLAN AND THE LIMITED ENGLISH PROFICIENCY LANGUAGE PLAN

WHEREAS, the City of Roseville is a recipient through Federal Transit Administration (FTA) of federal funds; and

WHEREAS, staff has prepared the 2019 Title VI Program in accordance with the current FTA Circular; and

WHEREAS, the Title VI Program is required by FTA to be reviewed and submitted to FTA every three years; and

WHEREAS, in order to adopt a document that meets the objectives of the Title VI Program, staff has also prepared a Public Participation Plan and a Language Assistance Plan;

WHEREAS, on June 18, 2019, the Transportation Commission held a public hearing to receive comments regarding the updated Title VI Program and associated plans; and

WHEREAS, no public comments were received prior to or during the public hearing, and the Transportation Commission voted unanimously to recommend City Council approval of the updated Title VI Program and associated plans; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Roseville that the City of Roseville Title VI Program, Public Participation Plan and the Language Assistance Plan are hereby approved.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

CITY OF ROSEVILLE
TITLE VI PROGRAM
2019 - 2022

Adopted: December 14, 2016, Updated: June 3, 2019

Prepared by:
City of Roseville
316 Vernon Street, Suite 150
Roseville, CA 95678
roseville.ca.us/transit

*Please direct comments/questions to:
City of Roseville Alternative Transportation Division
at (916) 774-5293 or transportation@roseville.ca.us*

City of Roseville

Roseville Transit

The following information is being submitted as part of the City of Roseville, which operates Roseville Transit in compliance with the Title VI of the 1964 Civil Rights Act per FTA Circular 4702.1B, dated October 1, 2012.

General Reporting Requirements:

1. City of Roseville has electronically attested to the required FTA certifications and assurances.
2. City of Roseville has developed Title VI Complaint Procedures and Complaint Form that is available at the City of Roseville Alternative Transportation Division office, located on all of the Roseville Transit buses and is posted on the City of Roseville website at roseville.ca.us/titlevi. Title VI Complaint Procedures can also be found in the Local and Commuter Services Guides.
3. City of Roseville maintains a Complaint log for Title VI Investigations, Complaints and Lawsuits. To date, there are no Title VI complaints that the City of Roseville is aware of.
4. City of Roseville has developed a Language Assistance Plan (LAP) which is available on the City of Roseville website at roseville.ca.us/LEP.
5. City of Roseville has developed a Public Participation Plan.
6. City of Roseville will continue to make information available regarding Title VI obligations and apprise members of the public of the protections afforded to them.
7. City of Roseville has attached the required documents and is submitting the Title VI Program.
8. City of Roseville will provide any information that is requested by FTA.

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I. Overview

The Federal Transit Administration (FTA) is responsible for ensuring that its funding recipients fully comply with Title VI of the Civil Rights Act of 1964. The City of Roseville which operates Roseville Transit (hereafter referred to as Roseville Transit), is a recipient of federal funds. As a recipient of federal funds, Roseville Transit has prepared an update to its Title VI Program in accordance with FTA Circular 4702.1B, dated October 1, 2012. The City of Roseville Title VI Program is adopted by the Roseville City Council (see Appendix A).

Section 601 of Title VI of the Civil Rights Act of 1964 states the following:

“No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.”

Roseville Transit grants all citizens equal access to its transportation services and is committed to ensuring that no person is excluded from participation in, or denied the benefits of its services on the basis of race, color, or national origin. Furthermore, Roseville Transit shall continuously strive to ensure that equal opportunities are afforded to all individuals in its service area.

Roseville's population as of January 1, 2019 was 139,643. Roseville Transit operates local fixed route, commuter service, Game Day Express, ADA Paratransit, and general public dial-a-ride with a total fleet of 38 buses.

II. Notice to the Public

To ensure Roseville Transit riders are aware of its commitment to Title VI compliance, and of their right to file a civil rights complaint, Roseville Transit posts the following notification, in both English and Spanish, at the City of Roseville Alternative Transportation Division office, on the buses, in the Bus Service Guides and on the City's website: roseville.ca.us/titlevi. A sample of Title VI notice is in Appendix B.

III. Complaint Procedures

Any person who believes she or he has been discriminated against on the basis of race, color, or national origin by Roseville Transit may file a Title VI complaint by completing

and submitting Roseville Transit's Title VI Complaint Form with the Roseville Transit, Civil Rights Officer or with the Federal Transit Administration (FTA).

The Title VI complaint form is available in both English and Spanish and is available in the City of Roseville Alternative Transportation Division office, and on the City's website: roseville.ca.us/titlevi. The Title VI complaint procedures are also included in the Bus Service Guides. See Appendix B for a sample of the Title VI notice to the public and complaint procedures posted on Roseville Transit's website. The information posted on the City's website may be viewed online in multiple languages. A sample Title VI complaint form is in Appendix C.

A person may also file a complaint directly with the Federal Transit Administration, at:

Federal Transit Administration
Office of Civil Rights
1200 New Jersey Avenue SE
Washington, DC 20590

The complaint form may be downloaded from FTA's website, go to: transit.dot.gov/regulations-and-guidance/civil-rights-ada/fta-civil-rights-complaint-form for more information.

A. Internal Review Process

Roseville Transit investigates complaints received no more than 180 days after the alleged incident. Roseville Transit will process complaints that are complete. Once the complaint is received, Roseville Transit Civil Rights Officer will review the complaint to determine if Roseville Transit has jurisdiction and will send the complainant an acknowledgment letter informing her/him whether the complaint will be investigated by Roseville Transit.

Roseville Transit has up to sixty (60) calendar days to investigate the complaint. If more information is needed to resolve the case, Roseville Transit may contact the complainant. The complainant has thirty (30) calendar days from the date of the letter to send requested information to the investigator assigned to the case; if within thirty (30) calendar days from the date of the letter the investigator is not contacted by the complainant and the investigator does not receive the additional information requested

in the letter, Roseville Transit can administratively close the case. A case can also be administratively closed if the complainant no longer wishes to pursue their case.

After the investigator reviews the complaint, Roseville Transit will issue one of two letters to the complainant: a closure letter or a letter of finding (LOF). A closure letter summarizes the allegations and states that there was not a Title VI violation and that the case will be closed.

An LOF summarizes the allegations and the interviews regarding the alleged incident, and explains whether any disciplinary action, additional training of the staff member or other action will occur. If the complainant wishes to appeal the decision, she/he has ten (10) business days after the date of the letter or the LOF to file an appeal with the City of Roseville Public Works Director.

B. Documentation

Roseville Transit maintains a list of active investigations conducted by FTA and entities other than FTA, including lawsuits and complaints naming Roseville Transit that allege discrimination on the basis of race, color or national origin. This list includes the date that the transit-related Title VI investigation, lawsuit or complaint was filed; a summary of the allegation(s); the status of the investigation, lawsuit or complaint; and actions taken by Roseville Transit in response, or final findings related to the investigation, lawsuit, or complaint.

IV. Investigations, Complaints or Inquiries

Currently, Roseville Transit does not have any ongoing Title VI complaints or lawsuits. While the following complaints were not determined to be Title VI complaints, Roseville Transit addressed the following customer service inquiries since the date of the last Title VI Program update in 2016.

File #	Incident Date	Summary of Complaint	Status	Action(s) Taken
17-01	4/24/2017	Passenger called the Call Center to complain the driver of B2 failed to pick him up at the bus stop #7, Cirby at Riverside. He stated that he was passed up	Closed. M. Pendergraft called Mr. Gordon on 4/26/17 to discuss his findings. Mr. Gordon's phone was not accepting	Mike Pendergraft reviewed the on-board video clip to verify the circumstance surrounding the complaint. Mr. Gordon was not at the designed bus stop as claimed. M. Pendergraft spoke to the bus driver (Alan Graham) as well as another operator who

		because he is African American.	calls. Mike tried to make contact with Mr. Gordon a few more times and updated the Passenger Call log. Video clip of the event was retained and saved in the Apollo folder in the City shared drive.	observed the incident. Other driver confirmed A. Graham account as she had witnessed Mr. Gordon running across the street, vs. being at the stop at the time the B2 bus passed.
17-2	6/6/2017	Complaint re: B2 driver being rude, didn't care, & prejudiced against her because he would not stop where she wanted him to. She described driver as dark skinned Mexican male with a mustache.	Closed. 6/12/17 Mike Pendergraft left results via phone message; asked for return call, none received as of 6/24/17	Ops Mgr M. Pendergraft reviewed video. Tried to contact passenger on 6/7/17, she asked him to call back later, 6/7 later in day, LM, 6/8 LM, 6/12 LM that review of video found no evidence to support her complaint. Encouraged her to call back, no return as of 6/24/17. Video shows her asking driver to take her to stop at Jack in the Box (that is a SacRT stop, not Roseville), driver explains not authorized and explains Roseville stop is at Auburn Oaks Ct. past the Jack in the Box. Did not show signs of rudeness or being prejudiced.

V. Public Participation Plan

As a recipient of federal transportation funding from the Federal Transit Administration (FTA), the City of Roseville (COR) is required to develop a Public Participation Plan (PPP) that implements the goals and objectives of Title VI of the Civil Rights Act of 1964. The PPP is intended to provide guidance for public involvement activities to be conducted by COR in the expenditure of FTA funds in compliance with Title VI of the Civil Rights Act of 1964 and FTA Circular 4702.1B ("Title VI Requirements and Guidelines for Federal Transit Administration Recipients"). The PPP is provided as Appendix D.

A Public Involvement Plan was prepared for the review and adoption of the Title VI Plan, including the Public Participation Plan and the Language Assistance Plan. A copy

of the Public Involvement Plan is provided as Appendix H and a copy of comments received during the public outreach process is provided as Appendix I.

A. Public Participation Activities

The City of Roseville utilizes a range of public engagement strategies. These strategies are tailored to specific activities and include, but are not limited to, the following:

- Printed collateral – available onboard, in the transit administration office and/or at community facilities.
- Signage- onboard and at bus stops or transfer stations
- Website announcements
- Email and text message notifications
- Social media posts
- Public hearing notices
- Connecting with community groups
- Participation at special events
- Presentations at public meetings
- Transit Ambassadors and Mobility Trainers
- Information on board buses and at public counters
- Direct mailings
- Paid advertising

In addition to ongoing public outreach efforts, the following table shows activities undertaken in the last three years with major public engagement efforts.

Activity	Summary of Public Engagement Strategies
Louis Orlando Transit Center construction	Signage for passengers, rack cards on board buses and at public facilities, posters on board buses, email/text message updates, website updates, direct mailings to nearby businesses and residents, coordinated messages with Placer County Transit and Sacramento Regional Transit, local news media, and social media
DBE Goal for Federal Fiscal Year 2017 through 2019	Letters mailed to list of interested parties, DBEs and community groups; public hearing notice; public hearing; and information posted on the City's website, accessible in multiple languages.

Activity	Summary of Public Engagement Strategies
Revision to Roseville Transit Service Policies for ADA Reasonable Modification	Public hearing notice; public hearing; and information posted on the City's website, accessible in multiple languages.

VI. Language Assistance Plan

In order to ensure meaningful access to transit programs, services, information and activities for people with Limited English Proficiency (LEP), Roseville Transit uses the information obtained in a Four Factor Analysis to determine the specific language services that are appropriate. This analysis helps Roseville Transit to determine if it communicates effectively with LEP persons and informs language access planning.

The complete Four Factor Analysis used to develop the Language Assistance Plan (LAP) is provided in Appendix E. The LAP includes the results of the Four Factor Analysis which is a local assessment and consideration of the following:

1. The number or proportion of LEP persons eligible to be served or likely to be encountered by Roseville Transit;
2. The frequency with which LEP persons come into contact with Roseville Transit services and programs;
3. The nature and importance of Roseville Transit services and programs in people's lives;
4. The resources available to Roseville Transit for LEP outreach, as well as the costs associated with that outreach.

The results of conducting the Four Factor Analysis using the latest data from the U.S. Census Bureau American Community Survey (ACS) relating to use of Roseville Transit services and programs indicate the highest percentage of speaking population which reports speaking English less than well is Spanish (1.7%). While there are other languages spoken in the city by people who report speaking English less than well it is 3.1% combined for all other languages (1.1% for other Indo-European Languages, 1.9% for Asian and Pacific Island languages, and 0.1% for other languages). A detailed table from the 2011-2015 ACS of languages spoken at home by Roseville residents is available in Appendix F: Demographic Data.

Roseville Languages Spoken at Home & Limited English Proficiency

Language Spoken at Home	Estimate	Percent
Population 5 years and over	122,534	100%
English only	101,639	82.9%
Language other than English	20,895	17.1%
Speak English less than "very well"	5,956	4.9%
Spanish	7,353	6.0%
Speak English less than "very well"	2,058	1.7%
Other Indo-European languages	6,181	5.0%
Speak English less than "very well"	1,333	1.1%
Asian and Pacific Islander languages	6,372	5.2%
Speak English less than "very well"	2,387	1.9%
Other languages	989	0.8%
Speak English less than "very well"	178	0.1%

Source: 2013-2017 American Community Survey 5-Year Estimates

Moreover, employees of the City of Roseville and MV Transportation who come into contact with the general public and passengers of Roseville Transit have not reported that English is a barrier to understanding the programs and services offered by Roseville Transit, other than Spanish speaking individuals. This information is also confirmed by review of the Language Line Translation requests and a log kept at the Alternative Transportation Division office documenting the number of customers at the front counter requiring language assistance.

To minimize language barriers and to better communicate information important to using Roseville Transit services and programs a number of steps were identified that Roseville Transit has implemented. The following resources provided by Roseville Transit to all persons who speak other languages include:

- Language Card – Bus Drivers equipped with language card to assist passenger ability to indicate language needs
- Language Translation Line –Telephone service to assist in translation for employees to assist customers
- Online translation on the City's website – service to assist customers in translating written information

In addition, the following materials are provided in Spanish, since Spanish is the highest percentage of speaking population which reports speaking English less than well in Roseville. Employees are trained in how to make use of tools provided to assist in communicating transit services. Available resources provided by Roseville Transit include:

- Civil Rights Complaint Form – translated into Spanish and provided on board buses, on website, and in administrative office lobby
- ADA Eligibility Application – translated into Spanish
- Spanish Speaking Customer Service Representatives – provided both in the administrative office and in the operations office for Dispatch and Demand Response phone calls and emails
- ADA Service Information – translated into Spanish and provided in the Service Guide(s) and on website
- Notices placed on-board buses – translated into Spanish
- Local Transit Service Information – translated into Spanish and provided in the Service Guide(s) and on website
- Spanish phrase book – provided to all bus drivers to assist in providing on board information to Spanish speaking passengers

VII. Decision Making Committees and Councils

The City of Roseville is committed to providing an open and visible decision-making process to which the public has equal access. The City Council makes the decisions regarding policy, service changes, fares, capital programming and facility locations for Roseville Transit. The City Council members are elected officials, and therefore, are not subject to Title VI requirement.

The City of Roseville has established 13 boards and commissions for the specific purpose of soliciting and involving public input as part of any decision-making process. Of these, the City of Roseville Transportation Commission reviews and makes recommendations to the City Council regarding transportation items that receive Federal funding. The Transportation Commission is composed of seven members who are residents of the City of Roseville. Appointments are made by the City Council for overlapping four year terms. No member of the Transportation Commission shall serve more than two consecutive terms. In addition, the City Council may annually appoint a high school student that is a resident of Roseville to serve as an 8th voting member of the Transportation Commission.

To encourage a diverse range of public participation, the City of Roseville sends notices of commission vacancies to the Chamber of Commerce, the Roseville Coalition of Neighborhoods Association (RCONA), and publishes advertisements in the Roseville Press Tribune and on the City website.

A. Commission Racial Breakdown

The City of Roseville current Transportation Commission is comprised of the following members representing the following races.

Transportation Commission	White	Black or African American	American Indian and Alaska Native	Asian	Native Hawaiian and Other Pacific Islander	Other	Two or more races	Did not Respond
Commissioners	42.8%	0%	0%	0%	0%	0%	28.6%	28.6%

VIII. Subrecipient Compliance

As a primary recipient of FTA funds with subrecipients Roseville Transit shall undertake the following activities:

- Document the process for ensuring that all subrecipients are complying with the general reporting requirement, as well as other requirements that apply to the subrecipient based on the type of entity and the number of fixed route vehicles it operates in peak service.
- Collect Title VI Programs from subrecipients and review programs for compliance.

On behalf of the City of Lincoln the City of Roseville secured Section 5309 for their construction of a bus barn via FTA grant CA 03-0772 (closed 9/23/13). Construction of the bus barn was completed in 2010, with final FTA disbursement in 2011. The City of Lincoln has since partnered with Placer County Transit to operate three (3) local fixed routes and one dial-a-ride paratransit service within its jurisdictional boundaries. Placer County Transit and Roseville Transit are both members of the Placer County

Transportation Planning Agency (PCTPA). As a member of the PCTPA Transit Operators Working Group (TOWG), Placer County Transit along with other transit operators, receives updates and participates in discussions of revised Title VI obligations.

City of Roseville staff:

- Conducts periodic desk review of materials and Lincoln's website;
- Receives updates of Lincoln program modifications through TOWG meetings; and,
- Conducts a triennial site visit to discuss Title VI and other obligations required of sub-recipients of federal funding and to confirm and document the City of Lincoln's compliance with applicable obligations.

Material collected includes Lincoln Transit's statement of their commitment to "ensuring no person is excluded from participation in, or denied the benefits of its transit services or programs on the basis of race color or national origin as afforded under Title VI of the Civil Rights Act of 1964." The statement of commitment is included as part of the Lincoln Transit service guide distributed to passengers on board buses and is also available online. Instructions are also included for any person(s) who feels they have been discriminated against on how they may file a complaint with Placer County Department of Public Works or with the Federal Transportation Administration. Copies of both notifications are provided in Appendix G.

IX. Construction Equity Analysis

When Roseville Transit plans to construct or expand a facility, such as a vehicle storage facility, maintenance facility, transit hub or operation center, Roseville Transit will include a copy of the Title VI Equity Analysis conducted during the planning stage with regard to the location of the facility. The following principles will be applied in the analysis:

1. To avoid, minimize, or mitigate disproportionately high and adverse human health and environmental effects, including social and economic effects, on minority populations and low-income populations.
2. To ensure the full and fair participation by all potentially affected communities in the transportation decision- making process.
3. To prevent the denial of, reduction in, or significant delay in the receipt of benefits by minority and low-income populations.

Roseville Transit will follow federal guidance provided in FTA Circular 4703.1 (August 2012).

During the past three years, Roseville Transit has not constructed a vehicle storage, operations center or maintenance facility.

During the past three years Roseville Transit did use FTA funds to construct improvements at the existing Louis Orlando transfer point.

Louis/Orlando Transfer Point

The Louis/Orlando Transfer Point is an existing transfer point located on Louis Lane between Orlando Avenue and Whyte Avenue in Roseville. The additional facilities and amenities serve an existing regional transit center where passengers transfer between Roseville Transit, Placer County Transit and Sacramento Regional Transit. The location includes:

1. Larger passenger boarding areas to accommodate more buses
2. New passenger shelters to replace two existing shelters
3. Improved ADA (Americans with Disabilities Act) access
4. Lighting and security cameras
5. Bicycle lockers
6. New landscaped Park & Ride facility

The Louis/Orlando Transfer Point was approved with a categorical exclusion (CE) under NEPA. Adjacent right of way was purchased in 2014 using State funds (STIP), for \$450,000. Construction using a combination of FTA, State, and local funding provided by the three transit operators was completed and the improved transit facility opened to the public in October, 2017.

X. Service Standards and Policies

Roseville Transit has developed a set of quantifiable service standards and policies. These service standards were developed through an inclusive public participation process that included development of a [Short Range Transit Plan](#) accepted by the Roseville City Council in 2019. This process includes steps to ensure that all persons wishing to participate in its services are given an equal and equitable opportunity to participate.

The Short Range Transit Plan includes a demographic analysis that informed public engagement strategies designed to engage a diverse community (see Appendix F for demographic data). Public participation included an onboard rider survey, a community survey, public workshops, public notices, and a minimum of one public hearing.

Additionally, each year, Placer County Transportation Planning Agency (PCTPA) works with transit providers, including the City of Roseville, and the public to identify any transit needs that are not currently being met and makes a determination as to what needs are reasonable to meet. PCTPA solicits testimony through an inclusive public outreach process that includes, but is not limited to, the following: advertisements in the local newspapers, press releases and public service announcements, flyers in buses, and notices to social service agencies.

The City of Roseville Transportation Commission reviews the quarterly reports and an annual year-end report that documents how well Roseville Transit meets the standards. Service standards are used as key performance indicators to help gauge different areas of performance for the entire Roseville Transit system. As such, these standards are used to identify trends and/or issues which should be addressed to improve overall system performance and to measurably identify successes. These service standards and policies include, but are not limited to those presented below.

A. Vehicle Loads and Passengers Per Hour Standards

Vehicle load is expressed as the ratio of passengers to the total number of seats on a vehicle at any moment. Vehicle load will also vary by route, time of day, and by season.

Vehicle Type	Seated Capacity	Standing Capacity	Total Capacity	Preferred Capacity	Average Load	Maximum Load
Gillig Phantom - 30-ft	28	14	42	1	.28	2
Gillig Phantom- 40-ft	45	14	60	1	.51	2
Gillig LF-29-ft	28	15	42	1	.28	2
Gillig LF -35-ft	28	15	42	1	.28	2
Gillig LF -35-ft	28	15	42	1	.28	2
Gillig LF - 40-ft	39	15	55	1	.58	2
ARBOC LF	17	6	23	1	NA	NA

For passenger safety and comfort, vehicles should be sized and the transit service operated to limit typical peak loads to the seating capacity. Local fixed route and commuter services should generally limit standing loads to a maximum of 20 percent of daily runs on a single route.

Passengers per revenue hour is also a useful measure of vehicle use over the course of each hour of service. Below are general standards which are used to help gauge the average use of each service.

Local Services - The average number of passengers per revenue hour should be greater than or equal to 7 passengers per vehicle revenue hour.

Commuter Services - The average number of passengers per revenue hour should be greater than or equal to 20 passengers per vehicle revenue hour.

Dial-A-Ride Services - The average number of passengers per revenue hour should be greater than or equal to 2.5 passengers per vehicle revenue hour.

These standards are considered targets. In general, the number of passengers per revenue hours will exceed the average in peak travel periods and will be less than the average during the first and last hour of service. Also, mid-week days tend to show higher averages than other days. The average number of passengers per revenue hour tends to be below the system average during the first year of any new route, but generally improves to meet or exceed the system average within a few years.

B. Vehicle Headway (Frequency) Standards

Local Services - Vehicle headway for local fixed route service is generally provided in 30 or 60 minute increments, and may vary depending upon demand.

Commuter Services - Vehicle headway for commuter services range from 0-40 minutes, depending upon demand and the specific routing of each commuter bus during peak hours.

C. Service Span Standards

Local and Dial-A-Ride Services - Generally, the span of service each weekday is 5:45 a.m. to 6 p.m. for all local routes, and reduced service levels continue until 10 p.m. The span of service on Saturdays is from 8 a.m. to 5 p.m., and no local route service exists on Sundays. General public Dial-A-Ride (DAR) services are also available by

reservation during these times. General public DAR services are also generally available on Sundays from 8 a.m. to 5 p.m.

The hours and days of Local and DAR services are continuously adjusted to reflect demands while striving to attain other performance standards.

Commuter Services - The general service span for Commuter service is weekdays during peak travel times.

While the hours of peak travel do not vary greatly, the frequency of Commuter services from Roseville to Downtown Sacramento or other job centers will generally be determined by demand and an ability to meet other performance standards.

D. On-time Performance Standards

The standard for average on-time performance for all services is greater than or equal to **95%**.

E. Fare Recovery and Average Subsidy Per Trip Standards

Fare Recovery - The standard for average fare recovery for all services is greater than or equal to 15% of all transit operating expenses. The average subsidy per trip by type of service and by route is measured quarterly and/or annually to help evaluate the cost of services.

Fare Recovery for New Services - These standards should not be strictly applied to new routes for the first two years of service. A 60 percent fare recovery of standard could be considered successful after one year, but a favorable trend thereafter should be maintained. Conversely, Roseville Transit should not simply keep a service if revenues cannot support the continued operation of a route, or if a different and more successful route could replace the less successful route.

F. Bus Stops and Passenger Amenity Standards

Bus Stop Location and Spacing - Bus stops are generally encouraged to be spaced a maximum of ½ mile apart along both arterial and collector streets in both directions, and/or at each leg of an intersection between arterial/arterial and arterial/collector streets, depending upon road patterns, adjacent land uses and densities and other factors which may influence the accessibility and use of a stop.

Shelters and Seats - Shelters should be provided at all bus stops expected to serve 15 or more passengers per day, and passenger seating should be provided at all bus stops

expected to serve five or more passengers per day. Further refinement of stops, passenger amenities and timed stop designations will occur after a route has begun service.

Amenity Removal - When the annual maintenance or repair cost of an amenity is excessive or greater than the value of the structure or amenity, or presents a safety risk, then Roseville Transit reserves the right to remove the amenity.

Route Travel Time - Bus routes are generally designed so that the travel time will not exceed 3 times the equivalent automobile trip during peak travel hours, and should be designed to function as efficiently as possible.

G. Service Availability and Connectivity Standards

Service Routes - Generally, Roseville Transit provides general public Dial-A-Ride services within its entire corporate boundaries. Also, Roseville Transit attempts to provide fixed route services within ½ mile walking distance of 90% of the daytime population within City boundaries. As new development is added, new local fixed route and commuter services will be added based upon demand and as funding permits.

Connecting Adjacent Land Uses - Adjacent uses should provide direct pedestrian access to planned and existing bus stop locations to facilitate use of public transit. New projects that would generate DAR trips, such as medical office buildings, should also consider site designs that would accommodate the DAR bus picking up and dropping off ADA passengers at or near front door locations with ADA accessibility to the front door.

Reciprocal Transfer Agreements and Regional Fare Cards -- Reciprocal transfer arrangements should continue to be implemented between all connecting service providers. Regional fare cards, such as Connect Card, should continue to be implemented by Roseville Transit to improve regional connectivity and passenger mobility.

Regional Transfer Points - Local service should be provided within one block of all regional transit transfer locations and intercity bus/rail stops. Also, passenger facilities at regional transit transfer locations should be improved to enhance regional public transportation connections.

H. Safety, Maintenance and Replacement Standards

Accident Rates – The average preventable accident rate standard for all services is less than or equal to 1 preventable accident for every 50,000 service miles travelled. The average accident rate standard for all accidents for all services is less than or equal to 1 accident (preventable and non-preventable) for 25,000 service miles travelled.

Road Calls – The average road call standard is less or equal to 1 road call for every 10,000 service miles travelled.

Programmed Vehicle Maintenance – The standard for vehicle maintenance is for 90% percent of all programmed maintenance to occur within scheduled parameters.

Vehicle Replacement – Vehicles should be replaced at the end of their useful lives according to FTA guidelines and industry accepted practices for public fleet operators. The average fleet age should not exceed six (6) years.

I. Customer Service Standards

Employee Training – All employees should receive annual customer service training to ensure courteous, safe and respectful behavior, and that employees are sensitive to the needs of passengers.

Local and Commuter Services – The standard for the average number of passenger complaints for Local and Commuter services is less than or equal to 1 validated complaint for every 5,000 passenger trips.

Dial-A-Ride (DAR) – The standard for the average number of passenger complaints for DAR services is less than or equal to 1 validated complaint for every 3,000 passenger trips.

XI. Requirements for Fixed Route Transit Providers

Chapter 4 of FTA Circular 4702.1B discusses the additional reporting requirements for recipients of FTA funding (including their sub-recipients) that operate fixed route transit services, in order to ensure that the agency complies with DOT Title VI regulations. The requirements only apply to fixed route service, not demand response service. Per Circular 4702.1B definitions, “Fixed route refers to public transportation service provided in vehicles operated along pre- determined routes according to a fixed schedule”. As of January 1, 2016, Roseville Transit has a fixed-route fleet of 38 buses. Therefore, Roseville Transit qualifies for a reduced level of Chapter 4 reporting and is only required to set system-wide standards and policies (see Section X).

Appendix A: City Council Approval

[Insert Resolution]

Appendix B: Title VI Notice to the Public

Title VI Notice to the Public (English and Spanish)

Notifying the Public of Rights Under Title VI of the Civil Rights Act of 1964 Roseville Transit

Roseville Transit operates its programs and services without regard to race, color, and national origin in accordance with Title VI of the Civil Rights Act of 1964. Any person who believes she or he has been aggrieved by any unlawful discriminatory practice under Title VI may file a complaint with Roseville Transit.

For more information on Roseville Transit's civil rights program, and the procedures to file a complaint with either Roseville Transit or the Federal Transit Administration, contact 916-774-5293, (TTY: 916-774-5220), (Fax: 916-746-1333), email: transportation@roseville.ca.us, ask at the City of Roseville Alternative Transportation Division office, at 401 Vernon Street, Roseville CA 95628 or visit our website at: www.roseville.ca.us/titlevi

Notificando al público de Derechos Bajo Título VI del Acta de Derechos Civiles de 1964 Tránsito de Roseville

El Tránsito de Roseville opera sus programas y servicios sin considerar la raza, color, y origen nacional en conformidad con el Título VI del Acta de Derechos Civiles de 1964. Cualquier persona quien cree ella/él ha sido ofendido por cualquier práctica discriminatoria ilegal bajo el Título VI puede presentar una queja con el Tránsito de Roseville.

*Para más información del programa de derechos civiles del Tránsito de Roseville, y los procedimientos de presentar una queja con ya sea el Tránsito de Roseville o la Administración de Tránsito Federal, comuníquese al 916-774-5293, (TTY: 916-774-5220), (Fax: 916-746-1333), e-mail: transportation@roseville.ca.us, **pregunte en la oficina de Transportación Alternativa de la Ciudad de Roseville, al 401 Calle Vernon, Roseville CA 95678** o visite nuestro sitio de Internet al: www.roseville.ca.us/titlevi.*

The screenshot shows the City of Roseville website header with the logo, navigation links (Government, Residents, Business, Online Services, How Do I...), and a search bar. The main content area is titled "Title VI of the Civil Rights Act" and includes a paragraph about Roseville Transit's commitment to Title VI, a quote from the Civil Rights Act, and a "Contact Us" button. A sidebar on the right contains a "Sign up for email & text news!" button.

CITY OF ROSEVILLE CALIFORNIA

Government Residents Business Online Services How Do I...

City of Roseville / Government / Departments & Divisions / Public Works / Roseville Transit / Ride Roseville Transit / Title VI of the Civil Rights Act

Title VI of the Civil Rights Act

Roseville Transit operates its programs and services without regard to race, color, and national origin in accordance with Title VI of the Civil Rights Act of 1964. Any person who believes she or he has been aggrieved by any unlawful discriminatory practice under Title VI may file a complaint with Roseville Transit.

"No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance."
(42 U.S.C. Section 2000d)

Contact Us

Sign up for email & text news!
SIGN UP

Title VI Plan (Revised 2016)

Title VI Plan

- **Title VI complaint Process**
- **Public Participation Plan** provides guidance for public involvement activities to be conducted by the City of Roseville in compliance with Title VI.
- **Limited English Proficiency Language Plan** addresses the need to involve individuals who have a limited ability to speak, understand, read, or write English. It includes people who reported to the U.S. Census that they do not speak English well or do not speak English at all.

What is a Title VI complaint?

Roseville Transit operates its programs and services without regard to race, color, and national origin in accordance with Title VI of the Civil Rights Act of 1964. Any person who believes she or he has been aggrieved by any unlawful discriminatory practice under Title VI may file a complaint with Roseville Transit.

Federal law requires Title VI complaints be filed within 180 calendar days of the last alleged incident.

How do I file a complaint?

1. **Complete the form** and return it to the City of Roseville Alternative Transportation office.

or

2. File a complaint with the Federal Transit Administration (FTA). Visit [transit.dot.gov](https://www.transit.dot.gov) for more information.

Submit a signed written statement to the FTA that contains the following information:

- a. Complainant's name, address, and telephone number.
- b. If you are filing on behalf of another person, include their name, address, telephone number, your relationship to the person, and if you have their permission to file the complaint.
- c. Name of the public transit provider the complaint is against.
- d. Describe the complaint. Include specific details such as names, dates, times, route numbers/letters, witnesses, and any other information that would assist in the investigation of your allegation.

Where do I submit a complaint?

City of Roseville

Alternative Transportation
Civil Rights Officer
316 Vernon Street, Suite 150
Roseville, CA 95678
Phone: (916) 774-5293
TDD: (916) 774-5220

Federal Transit Administration

Office of Civil Rights
Title VI Program Coordinator
East Building, 5th Floor – TCR
1200 New Jersey Ave., SE
Washington, D.C. 20590
Phone: 1-446-4511

Federal Transit Administration Region IX

Civil Rights Officer
90 7th Street, Suite 15-300
San Francisco, CA 94103
Phone: (415) 734-9490

Visit [transit.dot.gov](https://www.transit.dot.gov) for additional information regarding Title VI obligations of public transit providers.

El Tránsito de Roseville opera sus programas y servicios sin considerar la raza, color, y origen nacional en conformidad con el Título VI del Acta de Derechos Civiles. Cualquier persona quien cree ella/él ha sido ofendido por cualquier práctica discriminatoria ilegal bajo el Título VI puede presentar una queja con el Tránsito de Roseville.

El Tránsito de Roseville cumple con el Acta de los Derechos Civiles de 1964 que declara, "Ninguna persona en los Estados Unidos será, por motivos de raza, color, u origen nacional, excluido de participación en, ser negado los beneficios de, o ser sometido a discriminación bajo cualquier programa o actividad recibiendo asistencia financiera Federal."
(42 U.S.C. Sección 2000d)

¿Qué es una queja de Título VI?

El Tránsito de Roseville opera sus programas y servicios sin considerar la raza, color, y origen nacional en conformidad con el Título VI del Acta de Derechos Civiles. Cualquier persona quien cree ella/él ha sido ofendido por cualquier práctica discriminatoria ilegal bajo el Título VI puede presentar una queja con el Tránsito de Roseville.

La ley Federal requiere que quejas de Título VI sean sometidas dentro de 180 días de calendario del último supuesto incidente.

¿Cómo presento una queja?

1. **Complete la forma** y regrésela a la Oficina de Transportación Alternativa de la Ciudad de Roseville.

o

2. Presente una queja con la Administración Federal de Tránsito (FTA). Visite transit.dot.gov para más información.

Someta una declaración firmada por escrito a la FTA que contiene la siguiente información:

- Nombre del reclamante, domicilio, y número de teléfono.
- Si está presentando por medio de otra persona, incluya el nombre, domicilio, número de teléfono, su parentesco a la persona, y si tiene su permiso de presentar la queja.
- Nombre del proveedor de tránsito public del cual la queja es en contra.
- Describa la queja. Incluya detalles específicos tal como nombres, fechas, horas, números/letras de ruta, testigos, y cualquier otra información que nos pudiera asistir en la investigación de su alegación.

¿Dónde presento una queja?

Ciudad de Roseville

Transportación Alternativa
Oficial de Derechos Civiles
316 Vernon St., Suite 150
Roseville, CA 95678
Teléfono: (916) 774-5293
TDD: (916) 774-5220

Administración Federal de Tránsito

Oficina de Derechos Civiles
Cordinador del Programa de Título VI
East Building, 5th Floor – TCR
1200 New Jersey Ave., SE
Washington, D.C. 20590
Teléfono: 1-866-446-4511

Administración Federal de Tránsito Región IX

Oficial de Derechos Civiles
90 7th Street, Suite 15-300
San Francisco, CA 94103
Teléfono: (415) 734-9490

Visite transit.dot.gov para información adicional acerca de obligaciones de Título VI de proveedores de tránsito público.

Appendix C: Title VI Complaint Forms (English and Spanish)

[insert Title XI Brochure - English, page 1]

[insert Title XI Brochure - English, page 2]

[insert Title XI Brochure - Spanish, page 1]

[insert Title XI Brochure - Spanish, page 2]

Appendix D: Public Participation Plan

CITY OF ROSEVILLE

PUBLIC PARTICIPATION PLAN

Adopted: December 14, 2018, Updated: June 3, 2019

Prepared by:
City of Roseville
316 Vernon Street, Suite 150
Roseville, CA 95678
roseville.ca.us/transit

Please direct comments/questions to:
City of Roseville Alternative Transportation Division at
(916) 774-5293 or transportation@roseville.ca.us

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I. Purpose & Goals

Purpose

As a recipient of federal transportation funding from the Federal Transit Administration (FTA), the City of Roseville (COR) is required to develop a Public Participation Plan (PPP) that implements the goals and objectives of Title VI of the Civil Rights Act of 1964, which states:

No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

This PPP is intended to provide guidance for public involvement activities to be conducted by COR in the expenditure of FTA funds in compliance with Title VI of the Civil Rights Act of 1964 and FTA Circular 4702.1B ("Title VI Requirements and Guidelines for Federal Transit Administration Recipients").

Goals

The procedures, strategies and techniques contained in this PPP support the purpose stated above and the following goals:

- Provide an open and visible decision-making process to which all members of the public have equal access;
- Seek out and consider the viewpoints of minorities, low income persons, persons with limited English proficiency, and other community groups;
- Offer early and continuous opportunities for the public to be involved in the identification of social, economic, physical and environmental impacts of proposed decisions; and,
- Raise the level of community participation by citizens for the purpose of improving and maintaining the quality of life within the City of Roseville.

II. Background

Public Participation in Roseville

The City of Roseville has a long-standing commitment to providing open and visible decision-making processes that provide equal access to all. Two in-person methods Roseville uses to promote public involvement are:

1. **Boards and Commissions** – The City of Roseville has established 13 boards and commissions for the specific purpose of soliciting and involving public input

as part of any decision-making process. Of these, the Transportation Commission typically has responsibility for oversight of FTA-funded transportation projects, plans and services.

2. **Roseville Coalition of Neighborhood Associations** - The City of Roseville established the Roseville Coalition of Neighborhoods Association (RCONA) in 1993. RCONA is a not-for-profit, non-partisan umbrella organization comprised of representatives of Roseville's individual "Neighborhood Associations". There are currently 39 Neighborhood Associations, each of which geographically represents a defined area of the City's entire corporate boundaries, as shown at the RCONA web site: rcona.org. Two clearly stated purposes of the mission of the RCONA are:
- To raise the level of community participation by citizens for the purpose of improving and maintaining the quality of life within the City of Roseville; and,
 - To work with neighborhood associations in resolving social, physical and economic problems within neighborhood, and deal with other important neighborhood issues

The City of Roseville will incorporate the use of these existing engagement resources into this PPP. This PPP will also consider other measures to solicit the involvement of citizens in the public decision-making process.

Public Participation for the Metropolitan Transportation Plan - Any transportation project in the six-county region using federal and state funding must be incorporated into the Sacramento Area Council of Governments (SACOG) Metropolitan Transportation Plan/Sustainable Communities Strategy (MTP/SCS). The MTP/SCS is updated once every four years. For each update, SACOG develops a Public Participation Plan to assist SACOG staff in implementing an effective public review process of the MTP and the projects contained therein. This is another opportunity for the public to participate in transportation planning efforts in Roseville and the six-county region. For more information on the MTP/SCS and the SACOG Public Participation Plan, see this website: sacog.org/2035.

III. Public Involvement Plan

The primary means of implementing the goals of the PPP shall be the development and execution of a Public Involvement Plan (PIP) for applicable transit plans, projects or activities. The PIP shall be developed at the outset of the project planning process and shall be modified as needed during the planning process. The PIP shall be designed in accordance with the following principles:

1. The PIP shall be tailored to the scope of the proposed plan, project or activity, the population of the planning or project impact area, and the resources available for outreach.
2. The PIP will be designed to eliminate barriers to active participation and shall seek out the viewpoints of minority, low-income, LEP and other populations consistent with Title VI Program Executive Order 13166 and U.S. Department of Transportation (DOT) LEP Guidance.
3. The PIP will be developed at the beginning of each planning process to provide early opportunities for public involvement in the identification of project, plan and activity goals and community needs, benefits and impacts.
4. Public notification will be provided throughout the planning process, including at key decision points and for public meetings.

The PIP for each transit plan, project and activity shall including public involvement strategies tailored to the scope of the proposed plan, project or activity and methods of public notification appropriate to the particular plan, project or activity.

A. Applicability of Public Involvement Plans

A PIP shall be prepared for the following activities undertaken by the COR:

1. Adoption or substantial modification of transit plans
2. Approval of FTA-funded capital improvement projects
3. Fare changes
4. Major service changes as defined below:
 - The elimination or addition of a transit line or service
 - A route change that impacts 25% or more of a route's miles or bus stops
 - A reduction or increase of service or frequency of service that affects 25% or more of the total transit system revenue miles
 - Proposed changes that are reasonably anticipated to be controversial with or substantially affect an identified stakeholder, neighborhood or community group or population

Service changes not falling under the definition of a major service change are considered minor changes that may be approved by the Alternative Transportation Manager without the implementation of a PIP.

B. Public Involvement Strategies

During development of the PIP, the following **public involvement strategies** may be used as appropriate to the activity being undertaken to identify public needs, concerns and comments:

- ☐ Email/text message notifications
- ☐ Social media
- ☐ Website
- ☐ News media
- ☐ Collateral materials
- ☐ Signage
- ☐ Advertisements
- ☐ Informal Meetings with community groups
- ☐ Formal presentations to community groups
- ☐ Interactive Public Workshops (Visioning, Scenario Planning, etc.)
- ☐ Project Open Houses
- ☐ Special Advisory Committees
- ☐ Focus Groups
- ☐ Public Surveys
- ☐ Public Hearings

The above list is considered a menu of strategies to obtain public input. The PIP for each particular activity subject to this PPP will be tailored to use the most appropriate strategies for achieving public involvement for the given activity. The PIP for a particular activity may incorporate some or all of the above strategies.

As appropriate to the particular activity, the PIP may incorporate **supplemental outreach strategies** to seek out the viewpoints of minority, low-income, and Limited English Proficient (LEP) populations;

- ☐ Partner with community organizations to engage members of the public who are less likely to attend traditional public meetings (including LEP populations) through means such as surveys and focus groups.
- ☐ Attend community events.
- ☐ Attend meetings and activities organized by faith-based organizations, advocacy groups, or other community partners that will help solicit feedback from diverse members of the public.
- ☐ Develop and maintain a “Community Partner List”, which identifies community partners and organizations that may be targeted for public outreach based upon the scope of the particular project, plan or activity. The community partner list may include the following types of groups and organizations:
 - Lower Income Individuals/Households

- Minorities
- Limited English Proficient Individuals/Groups
- Persons with Disabilities and Limited Mobility
- Native American Organizations and Tribal Councils
- Senior Citizens
- RCONA and Neighborhood Associations
- Community Service Organizations
- Faith-based Organizations
- Affordable Housing Advocates
- Environmental Advocates
- Home Builder Organizations
- Business Organizations
- Commercial Property Interests
- Landowners
- Other Public Agencies

C. Public Hearings

A minimum of one (1) public hearing shall be required for fare changes and major service changes and may be required for other plans, projects and activities as required by local, state and federal law, such as the California Environmental Quality Act.

Public hearings will be scheduled as part of a regular Transportation Commission or City Council meeting. Notification of public hearings shall, at a minimum, be as required by the applicable local, state or federal law. In addition, public hearings should be more broadly through other means as identified in the PIP.

D. Logistics for Public Meetings

The following should be considered when planning public workshops and meetings:

- Public meetings, workshops and hearings should be held at convenient and accessible locations, with consideration of access to transit and ease of access for target audience. When local transit does not provide service due to the meeting location or time, the City of Roseville advertises the availability of free Dial-A-Ride service to the meeting.
- Meeting rooms should be large enough for the anticipated audience
- Meeting locations should be accessible to persons with disabilities
- Meeting times should consider the work schedules, school schedules, rush hours, meal hours, religious worship hours and other characteristics of target audience
- If needed, a specific employee shall be designated to accommodate the needs of persons who are linguistically or culturally isolated, as well as persons with disabilities

E. Documentation of Public Comments

Public comments received during the public outreach and involvement process will be compiled in writing in either meeting notes, minutes or as otherwise appropriate. The comments will be forwarded to the applicable advisory committee, commission or City Council for review and consideration in the decision-making process. A summary of the public comments received will be provided as part of a staff report submitted to the Transportation Commission and/or City Council. Per FTA Circular 4702.1B (IV-10); the staff report to the Transportation Commission and/or City Council shall include an evaluation of whether or not the proposed fare change or major service change will have a discriminatory impact based on race, color, or national origin.

F. Public Notification

The PIP shall identify the appropriate methods of public notification for transit plans, projects and activities covered by this PPP. In all instances, information materials shall be made available and distributed in English and Spanish.

For all projects, notifications methods may include as appropriate to the project:

- ☐ City website
- ☐ Email and text message notifications to subscriber lists and/or groups/individuals
- ☐ Social media
- ☐ Local news media (including ethnic media, as appropriate)
- ☐ Advertisement(s) (including ethnic media, as appropriate)
- ☐ Legal Notice(s) as required by local, state and federal agencies
- ☐ Direct mail
- ☐ Post meeting agendas for advisory committee(s), Transportation Commission, City Council
- ☐ Post fliers/signage at community facilities (libraries, senior centers, human service organizations, schools, etc.) and transit facilities (e.g. transit centers, bus shelters, on board buses, and Roseville Transit offices)

All fliers and other collateral materials shall specify that any interested individual is invited to make comments. The public notification shall also specify the methods for submittal of comments, with appropriate contact information included. Typically, public comments may be submitted in the following manners:

- Email
- Direct mail
- In person at locations specified in the notice/flier
- At public hearings, informational meetings, open houses and workshops

- By telephone to City representatives

V. Periodic Review of Public Participation Plan

Every 3 years or more frequently as determined necessary by the COR, the COR will review the effectiveness of the public engagement process and the procedures and strategies contained in this PPP. The goal of this review will be to ensure a full and open participation process. The PPP will be revised as appropriate based upon this periodic review.

Appendix E: Language Assistance Plan

Roseville Transit Language Assistance Plan – June 2019

Background

This Language Assistance Plan (LAP) is provided to address the City of Roseville Alternative Transportation Division's obligation as a recipient of Federal funds to meet the needs of individuals that have been identified as Limited English Proficient (LEP) within the City of Roseville's boundaries. This plan includes responsibilities of the Alternative Transportation staff and Roseville Transit staff. The City of Roseville contracts with MV Transportation (MV) to oversee the operation of Roseville Transit.

Limited English Proficiency Defined

A Limited English Proficiency (LEP) person as defined by the FTA is as a person for whom English is not their primary language and who have a limited ability to speak, understand, read, or write English. It includes people who reported to the U.S. Census that they do not speak English well or do not speak English at all.

Four Factor Analyses

Factor 1: The number or proportion of LEP persons in the service area who may be served or are likely to encounter an Alternative Transportation or Roseville Transit program, activity or service.

Alternative Transportation staff reviewed the most recent U.S. Census American Community Survey to identify LEP language groups that constitute 5% of the population or 1,000 (whichever is less) of the persons eligible to be served or likely to be affected or encountered in the Roseville Transit service area. Data shows that Spanish speaking persons constitute the only language group that numbers 5% of the population or 1,000 (whichever is less) of the persons eligible to be served or likely to be affected or encountered in the Roseville Transit service area. Of the population in the City of Roseville 5 years of age and over, there are approximately 2,058 people who speak Spanish and English not very well as reported in the 2013-2017 American Communities Survey.

Language services that are needed by current programs and services primarily involve Spanish speaking individuals.

Factor 2: The frequency with which LEP person come in contact with an Alternative Transportation or Roseville Transit program, activity or service.

In May of 2019, Alternative Transportation staff conducted an informal survey showing the following figures:

Alternative Transportation staff comes into contact with approximately one (1) individual or less per month that require an interpreter.

Roseville Transit reservationist/dispatchers come into contact with approximately four (4) callers per month that require an interpreter.

Roseville Transit drivers come into contact with approximately fifty (50) customers per month that require an interpreter.

Factor 3: The nature and importance of transit programs, activities or services provided by Alternative Transportation and Roseville Transit to the LEP populations.

Alternative Transportation front counter staff may assist LEP customers with trip planning, pass sales, discount photo identification cards, ADA inquiries, and general information about Roseville Transit.

Roseville Transit dispatchers may assist LEP customers with Dial-A-Ride reservations and trip planning.

Roseville Transit drivers may assist LEP passengers with fare questions and trip planning.

Factor 4: The resources available to Alternative Transportation and Roseville Transit and overall costs to provided LEP assistance.

The Alternative Transportation staff has access to City employees that are approved translators in Spanish, American Sign Language, Romanian, Tagalog, and Punjabi. Translators are available in various departments throughout the City.

The City of Roseville employees also have access to an AT & T Language Line. The language line allows employees and customers to speak to each other through an interpreter by speaker phone. The Language Line offers translation in many languages. Alternative Transportation staff uses this service as necessary.

The City of Roseville website has an option to select written translation into many languages. Both the customer and Alternative Transportation staff can use this service as necessary.

MV Transit employs Spanish speaking dispatchers and drivers. In addition to employing Spanish speaking drivers, MV Transit currently employs a driver that speaks Hmong-Mien.

Spanish Materials and Services Currently Offered

Alternative Transportation offers many of its materials in Spanish (initial year provided in Spanish):

- Roseville Transit Local, Dial-A-Ride, and Commuter Bus Services Guides (2000)
- ADA complementary Paratransit Services Guide (2016)

- On-board information notifying passengers of promotions and service notices (2008)
- Bus stop closures notices (2009)
- ADA application and letters (2002)
- Civil Rights and Compliant Procedure (2010)

Alternative Transportation staff will continue to produce transit materials in Spanish as the need arises.

The City of Roseville website offers optional online translation. By a push of a button any website page is translated into the desired language. (2008)

Alternative Transportation front counter staff and Roseville Transit dispatchers and drivers received the training booklet *“Basic Spanish for Transit Employees”*. This booklet contains basic Spanish words and phrases. (2005)

The Roseville Transit customer service line (916 or 530 745-7560) offers callers the option to hear menus in Spanish.

A Spanish speaking dispatcher is available Monday – Friday in the morning. If an interpreter is not available, callers are instructed to call back during the above listed time. Regular customers are aware of the days and hours a translator is available. A majority of Spanish speaking callers make their Dial-A-Ride reservations during this time.

Roseville Transit contracts driver/operator services; some contracted employees (i.e. drivers) are fluent in Spanish. The City’s contractor makes efforts to assign these drivers to routes that predominantly encounter the Spanish speaking population. If a driver is not Spanish speaking and the passenger requires an interpreter, the driver will either contact dispatch or another Spanish speaking driver for assistance.

Alternative Transportation Training

- Staff has been trained of the formalized LAP
- Staff are reminded of the available translator services
- Staff are instructed to document language assistance requests

Roseville Transit Training

- MV Management staff are informed of the LAP
- MV Management staff are instructed to document language assistance requests
- Alternative Transportation staff provides MV Transit with the form(s) to track requests

Monitoring and Updating the LAP

Staff will continue to monitor usage of services and use of translated documents to review the data and update the plan as necessary.

Alternative Transportation staff will periodically perform an informal survey of Roseville transit drivers and dispatchers to see if additional language services are necessary. Staff will also review the language assistance requests provided by Alternative Transportation and Roseville Transit staff.

Appendix F: Demographic Data

[insert Demographic Data page 1]

[insert Demographic Data, page 2]

[insert Demographic Data, page 3]

[insert Demographic Data, page 4]

[insert Demographic Data, page 5]

[insert Demographic Data, page 6]

[insert Demographic Data, page 7)

[insert Demographic Data, page 8]

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[insert Demographic Data, page 10]

Appendix G: Subrecipient Title VI Program – City of Lincoln Materials

Subrecipient Title VI Program – City of Lincoln Materials



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TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

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Non-Discrimination Policy

The City of Lincoln, Lincoln Transit System is committed to ensuring no person is excluded from participation in, or denied the benefits of its transit services or programs on the basis of race, color, or national origin as afforded under Title VI of the Civil Rights Act of 1964.

The City of Lincoln Department of Public Services is responsible for providing leadership, direction, and policy to ensure compliance with Title VI of the Civil Rights Act of 1964 in respect to its transit services. Any person(s) who feels they have been discriminated against is encouraged to report such violations in writing to:

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

OR

You may file a written complaint within 180 days from the alleged incident to:
Federal Transit Administration
Office of Civil Rights
Title VI Program Coordinator
East Building, 5th Floor - TCR
1200 New Jersey Ave., SE
Washington, D.C. 20590

Appendix H: Public Involvement Plan

Public Involvement Plan for the City of Roseville Program for Title VI of the Civil Rights Act of 1964, Public Participation Plan, and Language Assistance Plan

Project Description: As a recipient of federal transportation funding from the Federal Transit Administration (FTA), the City of Roseville (COR) is required to develop a Program for implementation of Title VI of the Civil Rights Act of 1964, including a Public Participation Plan (PPP) and a Language Assistance Plan (LAP). The Title VI Program documents the City of Roseville's efforts to grant all citizens equal access to transit service, and also confirms that the City of Roseville is committed to ensuring that no person is excluded from participation in, or denied the benefits of its services on the basis of race, color, or national origin. The PPP is intended to provide guidance for public involvement activities to be conducted by COR in the expenditure of FTA funds. The PPP requires that all FTA-funded programs, plans or undertakings prepare a Public Involvement Plan that plans for and documents public outreach efforts. The LAP demonstrates that the City of Roseville, as a recipient of FTA funds, takes responsible steps to ensure meaningful access to the benefits, services, information, and other important portions of their programs and activities for individuals who are Limited English Proficient (LEP).

Public Involvement Plan Purpose: This PIP is being developed at the outset of the Title VI project to seek out the viewpoint of the general public as well as minority, low income, and LEP populations as it relates to the above-described project.

Public Involvement Strategies: The following public involvement strategies will be used to engage the public in the review of the above-described project:

- Transportation Commission Public hearing
- City Council Meeting

Public Notification: The following public notification methods will be used to engage the public in the review of the above-described project:

- ☐ COR Website (translations available for multiple languages)
- ☐ Roseville Transit email and text message notifications
- ☐ Social media
- ☐ Notice of Public Hearing
- ☐ Post Meeting Agendas for Transportation Commission and City Council
- ☐ Post notices:
 - Roseville Alternative Transportation Division office
 - On-board bus kiosks

Appendix I: Public Comments

Public Comments Received during Public Review of the City of Roseville Program for Title VI of the Civil Rights Act of 1964, Public Participation Plan, and Language Assistance Plan

On June 18, 2019 the Transportation Commission held a public hearing to receive and review all comments submitted either in writing or verbally.

No members of the public offered comments either prior to or during the hearing.

Commissions Horton and Chair Terebkov commented that the report was thorough and complimented staff for having no Title VI hearings or complaints.

Motion was made by Commissioner Horton, and seconded by Commissioner Ashby to recommend that the City Council adopt the City of Roseville Title VI Program, Public Participation Plan and Language Assistance Plan for 2019 through 2022.

The motion was approved unanimously (4-0).



TRANSPORTATION COMMISSION COMMUNICATION

Title: City of Roseville Title VI Program, Public Participation Plan and Language Assistance Plan
Contact: Eileen Bruggeman, ebruggeman@Roseville.ca.us (916) 774-5449

Meeting Date: 6/18/2019
Item #: 6.2.

RECOMMENDATION

Staff recommends that the Transportation Commission open the public hearing, accept public comment, close the public hearing and make a recommendation to the City Council to adopt the City of Roseville Title VI Program, Public Participation Plan (PPP), and Language Assistance Plan (LAP).

BACKGROUND

The Federal Transit Administration (FTA) is responsible for ensuring that its funding recipients fully comply with Title VI of the Civil Rights Act of 1964. The City of Roseville, which operates Roseville Transit, is a recipient through FTA of federal funds. As a recipient of federal funds, Roseville Transit is required to prepare a Title VI Program in accordance with the current FTA Circular (Circular 4702.1B).

Title VI of the Civil Rights Act of 1964 states the following:

"No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance."

The Title VI Program is required by FTA to be reviewed and approved by the City Council and submitted to FTA every three years. In order to adopt a document that meets the objectives of the Title VI program, agencies also prepare Public Participation and Language Assistance Plans. Although these are separate plans, they are often included in the Title VI Program document.

Roseville Transit's current Title VI Program was adopted in 2016, and based on FTA reviewer comments was updated in 2018. The program currently proposed for adoption incorporates the most recent census data, updated language assistance data, and updated performance standards as provided in the Roseville Transit Short Range Transit Plan (adopted earlier this year by City Council, following Transportation Commission review and recommendation for adoption).

The Title VI program provides that Roseville Transit grants all citizens equal access to its programs, projects and activities. Roseville Transit is also committed to ensuring that no person is excluded from participation in or denied the benefits of its programs, projects and activities on the basis of race, color or national origin. Furthermore, Roseville Transit shall continuously strive to ensure that equal opportunities are afforded to all individuals in its service area.

The objectives of the City of Roseville Title VI Program are:

- Ensure that the level and quality of public transportation service is provided in a non-discriminatory manner;
- Promote full and fair participation in public transportation decision-making without regard to race, color, or national origin; and
- Ensure meaningful access to transit-related programs and activities by persons with limited English proficiency.

City staff has updated the Title VI Program in compliance with current FTA requirements. Key updates provided in the attached redline/strikeout version of the revised Title VI Program include:

- Descriptions of the two (2) customer service issues addressed between 2016 and present are provided; there are no ongoing Title VI complaints or lawsuits.
- Updates to reflect that since 2016, there has been a decrease from 5.7% to 4.9% in population that speaks English less than very well in Roseville (language spoken very well reported as Spanish).
- In 2016 Tagalog was the language group with the second highest population not speaking English very well in Roseville (820 people); that number has subsequently decreased to 637 people over the age of five (5) years in Roseville that speak Tagalog very well and report speaking English less than very well. The Safe Harbor Provision strongly recommends written translation of vital documents for language groups meeting the 5% or 1,000 persons thresholds. If this language group achieves the 1,000 persons threshold then the Title VI complaint form and service guides will need to be translated to Tagalog. Staff will continue to monitor the data and take steps to provide that service, provided the threshold is met.
- The Sierra Gardens Transfer Point (SGTP) Improvement Project was deleted as a planned transit facility construction project due to availability of local funds in place of FTA funds for the project.

Notification of this public hearing was provided as follows:

- Publication of the public hearing notice in the Roseville Press-Tribune (English and Spanish)

- Posting of the public hearing notice at the three libraries and Alternative Transportation offices (English and Spanish)
- City of Roseville website
- Roseville Transit E-notify
- City of Roseville Social media

Public comments received in writing as well as provided at the Transportation Commission public hearing will be included in Appendix G and forwarded to the City Council as part of their approval of the Title VI Program, Public Participation Plan, and Language Assistance Plan. Once approved, the attached Title VI Program will remain in effect through 2022.

Respectfully Submitted,

Mike Dour, Alternative Transportation Manager

Jason Shykowski, Acting Public Works Director

ATTACHMENTS:

Description

[Redlined/Strikeout Title VI Program 2019](#)

CITY OF ROSEVILLE

TITLE VI PROGRAM

2019 - 2022

Adopted: December 14, 2016, Updated: June 3, 2019~~**Adopted: December 14, 2016,**~~
~~**Revised December 12, 2018**~~

Prepared by:

City of Roseville

~~**401 Vernon Street**~~**316 Vernon Street, Suite 150**

Roseville, CA 95678

~~**www.roseville.ca.us/transit**~~

*Please direct comments/questions to:
City of Roseville Alternative Transportation Division
at (916) 774-5293 or transportation@roseville.ca.us*

City of Roseville Roseville Transit

The following information is being submitted as part of the City of Roseville, which operates Roseville Transit in compliance with the Title VI of the 1964 Civil Rights Act per FTA Circular 4702.1B, dated October 1, 2012.

General Reporting Requirements:

1. City of Roseville has electronically attested to the required FTA certifications and assurances.
2. City of Roseville has developed Title VI Complaint Procedures and Complaint Form that is available at the City of Roseville Alternative Transportation Division office, located on all of the Roseville Transit buses and is posted on the City of Roseville website at www.roseville.ca.us/titlevi. Title VI Complaint Procedures can also be found in the [Fixed Route](#) [Local](#) and Commuter Services Guides.
3. City of Roseville maintains a Complaint log for Title VI Investigations, Complaints and Lawsuits. To date, there are no Title VI complaints that the City of Roseville is aware of.
4. City of Roseville has developed a Language Assistance Plan (LAP) which is available on the City of Roseville website at www.roseville.ca.us/LEP.
5. City of Roseville has developed a Public Participation Plan.
6. City of Roseville will continue to make information available regarding Title VI obligations and apprise members of the public of the protections afforded to them.
7. City of Roseville has attached the required documents and is submitting the Title VI Program.
8. City of Roseville will provide any information that is requested by FTA.

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I. Overview

The Federal Transit Administration (FTA) is responsible for ensuring that its funding recipients fully comply with Title VI of the Civil Rights Act of 1964. The City of Roseville which operates Roseville Transit (hereafter referred to as Roseville Transit), is a recipient of federal funds. As a recipient of federal funds, Roseville Transit has prepared an update to its Title VI Program in accordance with FTA Circular 4702.1B, dated October 1, 2012. The City of Roseville Title VI Program is adopted by the Roseville City Council (see Appendix A).

Section 601 of Title VI of the Civil Rights Act of 1964 states the following:

"No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance."

Roseville Transit grants all citizens equal access to its transportation services and is committed to ensuring that no person is excluded from participation in, or denied the benefits of its services on the basis of race, color, or national origin. Furthermore, Roseville Transit shall continuously strive to ensure that equal opportunities are afforded to all individuals in its service area.

~~As of January 1, 2016, the City of Roseville population was 134,073. Roseville's population as of January 1, 2019 was 139,643.~~ Roseville Transit operates three services, local fixed route, commuter service, Game Day Express, ADA Paratransit, and general public dial-a-ride with a total fleet of ~~36~~ 38 buses.

II. Notice to the Public

To ensure Roseville Transit riders are aware of its commitment to Title VI compliance, and of their right to file a civil rights complaint, Roseville Transit posts the following notification, in both English and Spanish, at the City of Roseville Alternative Transportation Division office, on the buses, in the Bus Service Guides and on the City's website: www.roseville.ca.us/titlevi. A sample of Title VI notice is in Appendix B.

III. Complaint Procedures

Any person who believes she or he has been discriminated against on the basis of race, color, or national origin by Roseville Transit may file a Title VI complaint by completing and submitting Roseville Transit's Title VI Complaint Form with the Roseville Transit, Civil Rights Officer or with the Federal Transit Administration (FTA).

The Title VI complaint form is available in both English and Spanish and is available in the City of Roseville Alternative Transportation Division office, and on the City's website: www.roseville.ca.us/titlevi. The Title VI complaint procedures are also included in the Bus Service Guides. See Appendix B for a sample of the Title VI notice to the public and complaint procedures posted on Roseville Transit's website. The information posted on the City's website may be viewed online in multiple languages. A sample Title VI complaint form is in Appendix C.

A person may also file a complaint directly with the Federal Transit Administration, at:

Federal Transit Administration
Office of Civil Rights
1200 New Jersey Avenue SE
Washington, DC 20590

The complaint form may be downloaded from FTA's website, go to: <https://www.transit.dot.gov/regulations-and-guidance/civil-rights-ada/fta-civil-rights-complaint-form> for more information.

A. Internal Review Process

Roseville Transit investigates complaints received no more than 180 days after the alleged incident. Roseville Transit will process complaints that are complete. Once the complaint is received, Roseville Transit Civil Rights Officer will review the complaint to determine if Roseville Transit has jurisdiction and will send the complainant an acknowledgment letter informing her/him whether the complaint will be investigated by Roseville Transit.

Roseville Transit has up to sixty (60) calendar days to investigate the complaint. If more information is needed to resolve the case, Roseville Transit may contact the complainant. The complainant has thirty (30) calendar days from the date of the letter to send requested information to the investigator assigned to the case; if within thirty (30) calendar days from the date of the letter the investigator is not contacted by the

complainant and the investigator does not receive the additional information requested in the letter, Roseville Transit can administratively close the case. A case can also be administratively closed if the complainant no longer wishes to pursue their case.

After the investigator reviews the complaint, Roseville Transit will issue one of two letters to the complainant: a closure letter or a letter of finding (LOF). A closure letter summarizes the allegations and states that there was not a Title VI violation and that the case will be closed.

An LOF summarizes the allegations and the interviews regarding the alleged incident, and explains whether any disciplinary action, additional training of the staff member or other action will occur. If the complainant wishes to appeal the decision, she/he has ten (10) business days after the date of the letter or the LOF to file an appeal with the City of Roseville Public Works Director.

B. Documentation

Roseville Transit maintains a list of active investigations conducted by FTA and entities other than FTA, including lawsuits and complaints naming Roseville Transit that allege discrimination on the basis of race, color or national origin. This list includes the date that the transit-related Title VI investigation, lawsuit or complaint was filed; a summary of the allegation(s); the status of the investigation, lawsuit or complaint; and actions taken by Roseville Transit in response, or final findings related to the investigation, lawsuit, or complaint.

IV. Investigations, Complaints or Inquiries

Currently, Roseville Transit does not have any ongoing Title VI complaints or lawsuits. While the following complaints were not determined to be Title VI complaints, Roseville Transit addressed the following customer service inquiries ~~since January 2013~~since the date of the last Title VI Program update in 2016.

File #	Incident Date	Summary of Complaint	Status	Action(s) Taken
13-01	11/11/2013	Passenger boarded at Louis-Orlando Transfer Point and showed driver a Student Access card and said the driver responded in a rude manner and screaming	Closed. Attempt was made on 11/12/13 to contact the passenger to provide acknowledgement,	It was found the driver, while not racist, could have handled the situation with better customer service. Transit operator to provide coaching to provide better customer service. On-board video and radio

		at her. Passenger said she told driver she would pay, but felt driver was being rude and racist to her.	unable to provide further communication. No further contact from passenger as of 5/10/2014.	recordings reviewed and retained. Recordings showed passenger attempted to board with an invalid pass, argued with driver, and refused to pay fare. Eventually passenger paid fare and continued on route.
14-01	8-24-2014	Passenger used dial-a-ride to schedule a pick-up to take her from home to mass at 9:00 AM on Sunday morning, but did not arrive until 9:20 AM because the driver picked up and dropped off other riders. She had a return ride home at 10:15 AM, called to change her time and was told she would have to pay \$7.50. The passenger wrote "I feel I was discriminated because she [the driver] drop off the white lady who was an American and the one on the phone was very rude."	Closed. Acknowledgment call to passenger on 8/29/14. Follow-up customer service call on 9/22/14.	No reasonable cause. A check of Trapeze and Zonar indicated route and ride length were appropriate for ride share service. Policies explained to passenger.
16-01	1/14/2016	Citizen felt her son was discriminated against by bus driver. The driver refused her son's request that the driver call another bus driver to hold a bus. Mother felt it was because of how her son looks.	Closed. Acknowledgment call to citizen on 1/14/16. Response call on 2/2/16 to inform citizen of Title VI complaint process and complaint form mailed. Form not received as of 3/3/16.	No reasonable cause. Operations manager reviewed the video of the approach and stop in question. One request was made of the driver for a transfer, and the driver explains transfers no longer provided.
17-01	4/24/2017	Passenger called the Call Center to complain the driver of B2 failed to pick him up at the bus stop #7, Cirby at Riverside. He stated that he was passed up because he is African American.	Closed. M. Pendergraft called Mr. Gordon on 4/26/17 to discuss his findings. Mr. Gordon's phone was not accepting calls. Mike tried to make contact with Mr. Gordon a few more times and	Mike Pendergraft reviewed the on-board video clip to verify the circumstance surrounding the complaint. Mr. Gordon was not at the designed bus stop as claimed. M. Pendergraft spoke to the bus driver (Alan Graham) as well as another operator who observed the incident. Other driver confirmed A. Graham account as she had witnessed Mr. Gordon running across the

			updated the Passenger Call log. Video clip of the event was retained and saved in the Apollo folder in the City shared drive.	street,vs. being at the stop at the time the B2 bus passed.
17-2	6/6/2017	Complaint re: B2 driver being rude, didn't care, & prejudiced against her because he would not stop where she wanted him to. She described driver as dark skinned Mexican male with a mustache.	Closed. 6/12/17 Mike Pendergraft left results via phone message; asked for return call, none received as of 6/24/17	Ops Mgr M. Pendergraft reviewed video. Tried to contact passenger on 6/7/17, she asked him to call back later, 6/7 later in day, LM, 6/8 LM, 6/12 LM that review of video found no evidence to support her complaint. Encouraged her to call back, no return as of 6/24/17. Video shows her asking driver to take her to stop at Jack in the Box (that is a SacRT stop, not Roseville), driver explains not authorized and explains Roseville stop is at Auburn Oaks Ct. past the Jack in the Box. Did not show signs of rudeness or being prejudiced.

V. Public Participation Plan

As a recipient of federal transportation funding from the Federal Transit Administration (FTA), the City of Roseville (COR) is required to develop a Public Participation Plan (PPP) that implements the goals and objectives of Title VI of the Civil Rights Act of 1964. The PPP is intended to provide guidance for public involvement activities to be conducted by COR in the expenditure of FTA funds in compliance with Title VI of the Civil Rights Act of 1964 and FTA Circular 4702.1B ("Title VI Requirements and Guidelines for Federal Transit Administration Recipients"). The PPP is provided as Appendix D.

A Public Involvement Plan was prepared for the review and adoption of the Title VI Plan, including the Public Participation Plan and the Language Assistance Plan. A copy of the Public Involvement Plan is provided as Appendix H and a copy of comments received during the public outreach process is provided as Appendix I.

A. Public Participation Activities

The City of Roseville utilizes a range of public engagement strategies. These strategies are tailored to specific activities and include, but are not limited to, the following:

- Printed collateral – available onboard, in the transit administration office and/or at community facilities.
- Signage- onboard and at bus stops or transfer stations
- Website announcements
- Email and text message notifications
- Social media posts
- Public hearing notices
- Connecting with community groups
- Participation at special events
- Presentations at public meetings
- Transit Ambassadors and Mobility Trainers
- Information on board buses and at public counters
- Direct mailings
- Paid advertising

In addition to ongoing public outreach efforts, the following table shows activities undertaken in the last three years with major public engagement efforts.

Activity	Summary of Public Engagement Strategies
<u>Louis Orlando Transit Center</u> <u>construction</u> <u>Modifications to Routes D, I and M, and expansion of Route S</u>	<u>Signage for passengers, rack cards on board buses and at public facilities, posters on board buses, email/text message updates, website updates, direct mailings to nearby businesses and residents, coordinated messages with Placer County Transit and Sacramento Regional Transit, local news media, and social media</u> public workshop; brochures in Spanish and English on buses, signage at bus stops, outreach to community groups, and mailers to residents within the Heritage Oaks Apartments located adjacent to the Junction Transfer Point; public hearing notice; public hearing; information posted on the City's website, accessible in multiple languages; and emails and text messages to transit passengers, and on social media.
DBE Goal for Federal Fiscal Year <u>2015-2017</u> through <u>2017-2019</u>	<u>L</u> etters mailed to list of interested parties, DBEs and community groups; public hearing notice; public hearing; and information posted on the City's website, accessible in multiple languages.

Revision to Roseville Transit Service Policies for ADA Reasonable Modification	P public hearing notice; public hearing; and information posted on the City's website, accessible in multiple languages.
New Game Day Express Service	prospective customer survey; public hearing notice; public hearing; information posted on the City's website, accessible in multiple languages, and on social media; signage at bus stops; brochures; email and text messages; and collateral on buses and at public facilities; and paid advertising.

VI. Language Assistance Plan

In order to ensure meaningful access to transit programs, services, information and activities for people with Limited English Proficiency (LEP), Roseville Transit uses the information obtained in a Four Factor Analysis to determine the specific language services that are appropriate. This analysis helps Roseville Transit to determine if it communicates effectively with LEP persons and informs language access planning.

The complete Four Factor Analysis used to develop the Language Assistance Plan (LAP) is provided in Appendix E. The LAP includes the results of the Four Factor Analysis which is a local assessment and consideration of the following:

1. The number or proportion of LEP persons eligible to be served or likely to be encountered by Roseville Transit;
2. The frequency with which LEP persons come into contact with Roseville Transit services and programs;
3. The nature and importance of Roseville Transit services and programs in people's lives;
4. The resources available to Roseville Transit for LEP outreach, as well as the costs associated with that outreach.

The results of conducting the Four Factor Analysis ~~using~~ using the latest data from the U.S. Census Bureau ~~2010-2014~~ American Community Survey (ACS) relating to use of Roseville Transit services and programs indicate the highest percentage of speaking population which reports speaking English less than well is Spanish (~~2.21.7~~ 2.21.7%). While there are other languages spoken in the city by people who report speaking English less than well it is 3.61% combined for all other languages (~~1.71.1~~ 1.71.1% for other Indo-European Languages, 1.89% for Asian and Pacific Island languages, and 0.1% for other

languages). A detailed table [from the 2011-2015 ACS](#) of languages spoken at home by Roseville residents is available in Appendix F: Demographic Data.

Roseville Languages Spoken at Home & Limited English Proficiency

Language Spoken at Home	Estimate	Percent
Population 5 years and over	<u>122,534</u> <u>116,480</u>	100%
English only	<u>101,639</u> <u>96,152</u>	<u>82.9%</u> <u>82.5%</u>
Language other than English	<u>20,895</u> <u>20,328</u>	<u>17.1%</u> <u>17.5%</u>
Speak English less than "very well"	<u>5,956</u> <u>6,679</u>	<u>4.9%</u> <u>5.7%</u>
Spanish	<u>7,353</u> <u>7,566</u>	<u>6.0%</u> <u>6.5%</u>
Speak English less than "very well"	<u>2,058</u> <u>2,505</u>	<u>1.7%</u> <u>2.2%</u>
Other Indo-European languages	<u>6,181</u> <u>6,814</u>	<u>5.0%</u> <u>5.8%</u>
Speak English less than "very well"	<u>1,333</u> <u>1,952</u>	<u>1.1%</u> <u>1.7%</u>
Asian and Pacific Islander languages	<u>6,372</u> <u>5,430</u>	<u>5.2%</u> <u>4.7%</u>
Speak English less than "very well"	<u>2,387</u> <u>2,108</u>	<u>1.9%</u> <u>1.8%</u>
Other languages	<u>989</u> <u>518</u>	<u>0.8%</u> <u>0.4%</u>
Speak English less than "very well"	<u>178</u> <u>114</u>	<u>0.1%</u> <u>0.1%</u>

Source: 20130-20174 American Community Survey 5-Year Estimates

Moreover, employees of the City of Roseville and MV Transportation who come into contact with the general public and passengers of Roseville Transit have not reported that English is a barrier to understanding the programs and services offered by Roseville Transit, other than Spanish speaking individuals. This information is also confirmed by review of the Language Line Translation requests and a log kept at the Alternative Transportation Division office documenting the number of customers at the front counter requiring language assistance.

To minimize language barriers and to better communicate information important to using Roseville Transit services and programs a number of steps were identified that Roseville Transit has implemented. The following resources provided by Roseville Transit to all persons who speak other languages include:

- Language Card – Bus Drivers equipped with language card to assist passenger ability to indicate language needs
- Language Translation Line –Telephone service to assist in translation for employees to assist customers
- Online ~~translation~~[translation](#) on the City's website – service to assist customers in translating written information

In addition, the following materials are provided in Spanish, since Spanish is the highest percentage of speaking population which reports speaking English less than well in Roseville. Employees are trained in how to make use of tools provided to assist in communicating transit services. Available resources provided by Roseville Transit include:

- Civil Rights Complaint Form – translated into Spanish and provided on board buses, on website, and in administrative office lobby
- ADA Eligibility Application – translated into Spanish
- Spanish Speaking Customer Service Representatives – provided both in the administrative office and in the operations office for Dispatch and Demand Response phone calls and emails
- ADA Service Information – translated into Spanish and provided in the Service Guide(s) and on website
- Notices placed on-board buses – translated into Spanish
- Local Transit Service Information – translated into Spanish and provided in the Service Guide(s) and on website
- Spanish phrase book – provided to all bus drivers to assist in providing on board information to Spanish speaking passengers

VII. Decision Making Committees and Councils

The City of Roseville is committed to providing an open and visible decision-making process to which the public has equal access. The City Council makes the decisions regarding policy, service changes, fares, capital programming and facility locations for Roseville Transit. The City Council members are elected officials, and therefore, are not subject to Title VI requirement.

The City of Roseville has established 13 boards and commissions for the specific purpose of soliciting and involving public input as part of any decision-making process. Of these, the City of Roseville Transportation Commission reviews and makes recommendations to the City Council regarding transportation items that receive Federal funding. The Transportation Commission is composed of seven members who are residents of the City of Roseville. Appointments are made by the City Council for overlapping four year terms. No member of the Transportation Commission shall serve more than two consecutive terms. In addition, the City Council may annually appoint a high school student that is a resident of Roseville to serve as an 8th voting member of the Transportation Commission.

To encourage a diverse range of public participation, the City of Roseville sends notices of commission vacancies to the Chamber of Commerce, the Roseville Coalition of Neighborhoods Association (RCONA), and publishes advertisements in the Roseville Press Tribune and on the City website.

A. Commission Racial Breakdown

The City of Roseville current Transportation Commission is comprised of the following members representing the following races.

<u>Transportation Commission</u>	<u>White</u>	<u>Black or African American</u>	<u>American Indian and Alaska Native</u>	<u>Asian</u>	<u>Native Hawaiian and Other Pacific Islander</u>	<u>Other</u>	<u>Two or more races</u>	<u>Did not Respond</u>
<u>Commissioners</u>	<u>42.8%</u>	<u>0%</u>	<u>0%</u>	<u>0%</u>	<u>0%</u>	<u>0%</u>	<u>28.6%</u>	<u>28.6%</u>

<u>Commission</u>	<u>Caucasian</u>	<u>Latino</u>	<u>African American</u>	<u>Asian American</u>	<u>Native American</u>	<u>Did not respond</u>
<u>Transportation</u>	<u>42.5%</u>	<u>0</u>	<u>0</u>	<u>12.5%</u>	<u>25%</u>	<u>50%</u>

VIII. Subrecipient Compliance

As a primary recipient of FTA funds with subrecipients Roseville Transit shall undertake the following activities:

- Document the process for ensuring that all subrecipients are complying with the general reporting requirement, as well as other requirements that apply to the subrecipient based on the type of entity and the number of fixed route vehicles it operates in peak service.
- Collect Title VI Programs from subrecipients and review programs for compliance.

On behalf of the City of Lincoln we secured Section 5309 for their construction of a bus barn via FTA grant CA 03-0772 (closed 9/23/13). Construction of the bus barn was completed in 2010, with final FTA disbursement in 2011. The City of Lincoln partners with Placer County Transit to operate three (3) local fixed routes one dial-a-ride paratransit service within its jurisdictional boundaries. The City of Lincoln and Roseville Transit are both members of the Placer County Transportation Planning Agency (PCTPA). As a member of the PCTPA Transit Operators Working Group (TOWG), the City of Lincoln, along with other transit operators, receives updates and participates in discussions of revised Title VI obligations. City of Roseville staff:

City of Roseville staff visit the bus barn at least once every 3 years to confirm condition and continued use of structure for transit purposes. Last visit was Sept. 25, 2018.

The Sacramento Regional Transit (SacRT) and the City of Lincoln, Lincoln Transit are currently subrecipients of Roseville Transit. Lincoln Transit is a sub-recipient to the City of Roseville for FTA Grant #CA 03-0772 (Lincoln Bus Barn), and SacRT is a sub-recipient to the City of Roseville for FTA Grant #CA 90-Y492 (Louis Orlando Transfer Point).

SacRT operates approximately 60 bus routes and 42.0 miles of light rail covering a 418 square-mile service area. SacRT is a direct recipient of Federal Transportation Agency (FTA) funds. Compliance with Title VI and other federal requirements by SacRT is monitored by the FTA.

The City of Lincoln partners with Placer County Transit to operate three (3) local fixed routes one dial-a-ride paratransit service within its jurisdictional boundaries. The City of Lincoln and Roseville Transit are both members of the Placer County Transportation Planning Agency (PCTPA). As a member of the PCTPA Transit Operators Working Group (TOWG), the City of Lincoln, along with other transit operators, receives updates and participates in discussions of revised Title VI obligations. City of Roseville staff:

- Conducts periodic desk review of materials and Lincoln's website;
- Receives updates of Lincoln program modifications through TOWG meetings; and,
- Conducts a triennial site visit to discuss Title VI and other obligations required of sub-recipients of federal funding and to confirm and document the City of Lincoln's compliance with applicable obligations.

Material collected includes Lincoln Transit's statement of their commitment to "ensuring no person is excluded from participation in, or denied the benefits of its transit services or programs on the basis of race color or national origin as afforded under Title VI of the

Civil Rights Act of 1964.” The statement of commitment is included as part of the Lincoln Transit service guide distributed to passengers on board buses and is also available online. Instructions are also included for any person(s) who feels they have been discriminated against on how they may file a complaint with Placer County Department of Public Works or with the Federal Transportation Administration. Copies of both notifications are provided in Appendix G.

IX. Construction Equity Analysis

When Roseville Transit plans to construct or expand a facility, such as a vehicle storage facility, maintenance facility, transit hub or operation center, Roseville Transit will include a copy of the Title VI Equity Analysis conducted during the planning stage with regard to the location of the facility. The following principles will be applied in the analysis:

1. To avoid, minimize, or mitigate disproportionately high and adverse human health and environmental effects, including social and economic effects, on minority populations and low-income populations.
2. To ensure the full and fair participation by all potentially affected communities in the transportation decision-making process.
3. To prevent the denial of, reduction in, or significant delay in the receipt of benefits by minority and low-income populations.

Roseville Transit will follow federal guidance provided in FTA Circular 4703.1 (August 2012).

During the past three years, Roseville Transit has not constructed a vehicle storage, operations center or maintenance facility.

Roseville Transit did use FTA funds to construct improvements and an adjacent parking lot at the existing Louis Orlando transfer point. has received City Council Approval of engineering, environmental and right of way acquisition for the following improvement projects.

Louis/Orlando Transfer Point

The Louis/Orlando Transfer Point is an existing transfer point located on Louis Lane between Orlando Avenue and Whyte Avenue in Roseville. The planned additional facilities and amenities will serve an existing regional transit center where passengers transfer between Roseville Transit, Placer County Transit and Sacramento Regional

~~Transit. Construction costs are estimated to be approximately \$3.8 million. The project includes:~~

- ~~4.1. Larger passenger boarding areas to accommodate more buses~~
- ~~5.2. New passenger shelters to replace two existing shelters~~
- ~~6.3. Improved ADA (Americans with Disabilities Act) access~~
- ~~7.4. Bus arrival/departure signs~~
- ~~8.5. Electronic fare ticketing machines~~
- ~~9.6. Lights and security cameras~~
- ~~10.7. Bicycle lockers~~
- ~~11.8. New landscaped Park & Ride facility~~

~~The Louis/Orlando Transfer Point was approved with a categorical exclusion (CE) under NEPA. Following right of way acquisition, the City will pursue full funding for the construction of the project. Adjacent right of way was purchased in 2014 using State funds (STIP), for \$450,000. Construction was completed and the improved transit facility opened to the public October, 2017.~~

Sierra Gardens Transfer Point

~~The Sierra Gardens Transfer Point (SGTP) Improvement Project is located in the City of Roseville on Sierra Gardens Drive at its intersection with Santa Clara Drive. This site is in close proximity to two of the City's major arterial roadways, Douglas Boulevard and Sunrise Avenue, and within ½ mile of Interstate-80 and the Douglas/Sunrise Interchange.~~

~~The SGTP Improvement Project consists of facilities and amenities to support operations for improved public bus services for Roseville Transit. The project will include bulb-outs at the intersection of Sierra Gardens Drive and Santa Clara Drive. These roadway improvements include curb transitions, curb ramps, street modifications, enhanced pedestrian crosswalk, and traffic calming improvements. Construction costs are estimated to be approximately \$1.4 million.~~

~~Improvements for each bus bay shall include:~~

- ~~12. Passenger shelters;~~
- ~~13. Bicycle facilities;~~
- ~~14. Passenger wayfinding signage;~~
- ~~15. An automated fare kiosk (i.e., the Connect Card Fare Dispenser), and~~
- ~~16. Information kiosks.~~

~~The design of both bus bays will consider installing improvements for the digital reader boards for displaying rider information. Also included in the improvements is the rehabilitation of the existing pavement on Sierra Gardens Drive between Sunrise Avenue and Santa Clara Drive.~~

~~It is anticipated no additional right of way will be required for acquisition. The SGTP Improvement Project will be a categorical exclusion (CE) under CEQA. The City will pursue full funding for the construction of the project following completion of the engineering and design.~~

X. Service Standards and Policies

Roseville Transit has developed a set of quantifiable service standards and policies. These service standards were developed through an inclusive public participation process that included development of a [Short Range Transit Plan](#) accepted by the Roseville City Council. This process includes steps to ensure that all persons wishing to participate in its services are given an equal and equitable opportunity to participate.

The Short Range Transit Plan includes a demographic analysis that informed public engagement strategies designed to engage a diverse community (see Appendix F for demographic data). Public participation included an onboard rider survey, a community survey, public workshops, public notices, and a minimum of one public hearing. Additionally, each year, Placer County Transportation Planning Agency (PCTPA) works with transit providers, including the City of Roseville, and the public to identify any transit needs that are not currently being met and makes a determination as to what needs are reasonable to meet. PCTPA solicits testimony through an inclusive public outreach process that includes, but is not limited to, the following: advertisements in the local newspapers, press releases and public service announcements, flyers in buses, and notices to social service agencies.

The City of Roseville Transportation Commission reviews the quarterly reports and an annual year-end report that documents how well Roseville Transit meets the standards. Service standards are used as key performance indicators to help gauge different areas of performance for the entire Roseville Transit system. As such, these standards are used to identify trends and/or issues which should be addressed to improve overall system performance and to measurably identify successes. These service standards and policies include, but are not limited to those presented below.

A. Vehicle Loads and Passengers Per Hour Standards

Vehicle load is expressed as the ratio of passengers to the total number of seats on a vehicle at any moment. Vehicle load will also vary by route, time of day, and by season.

Vehicle Type	Seated Capacity	Standing Capacity	Total Capacity	Preferred Capacity	Average Load	Maximum Load
Gillig Phantom - 30-ft	28	14	42	1	.28	2
Gillig Phantom- 40-ft	45	14	60	1	.51	2
Gillig LF-29-ft	28	15	42	1	.28	2
Gillig LF-35-ft	28	15	42	1	.28	2
Gillig LF-35-ft	28	15	42	1	.28	2
Gillig BRT LF - 40-ft	39	15	55	1	.58	2
ARBOC LF	17	6	23	1	NA	NA

For passenger safety and comfort, vehicles should be sized and the transit service operated to limit typical peak loads to the seating capacity. Local fixed route and commuter services should generally limit standing loads to a maximum of 20 percent of daily runs on a single route.

Passengers per revenue hour is also a useful measure of vehicle use over the course of each hour of service. Below are general standards which are used to help gauge the average use of each service.

Local Services - The average number of passengers per revenue hour should be greater than or equal to 78 passengers per vehicle revenue hour.

Commuter Services - The average number of passengers per revenue hour should be greater than or equal to 2044 passengers per vehicle revenue hour.

Dial-A-Ride Services - The average number of passengers per revenue hour should be greater than or equal to 2.53 passengers per vehicle revenue hour.

These standards are considered targets. In general, the number of passengers per revenue hours will exceed the average in peak travel periods and will be less than the average during the first and last hour of service. Also, mid-week days tend to show higher averages than other days. The average number of passengers per revenue hour

tends to be below the system average during the first year of any new route, but generally improves to meet or exceed the system average within a few years.

B. Vehicle Headway (Frequency) Standards

Local Services - Vehicle headway for local fixed route service is generally provided in 30 or 60 minute increments, and may vary depending upon demand.

Commuter Services - Vehicle headway for commuter services range from 0-40 minutes, depending upon demand and the specific routing of each commuter bus during peak hours.

C. Service Span Standards

Local and Dial-A-Ride Services - Generally, the span of service each weekday is 5:45 a.m. to 6 p.m. for all local routes, and reduced service levels continue until 10 p.m. The span of service on Saturdays is from 8 a.m. to 5 p.m., and no local route service exists on Sundays. General public Dial-A-Ride (DAR) services are also available by reservation during these times. General public DAR services are also generally available on Sundays from 8 a.m. to 5 p.m.

The hours and days of Local and DAR services are continuously adjusted to reflect demands while striving to attain other performance standards.

Commuter Services - The general service span for Commuter service is weekdays during peak travel times.

While the hours of peak travel do not vary greatly, the frequency of Commuter services from Roseville to Downtown Sacramento or other job centers will generally be determined by demand and an ability to meet other performance standards.

D. On-time Performance Standards

The standard for average on-time performance for all services is greater than or equal to 95%.

E. Fare Recovery and Average Subsidy Per Trip Standards

Fare Recovery - The standard for average fare recovery for all services is greater than or equal to 15% of all transit operating expenses. The average subsidy per trip by type

of service and by route is measured quarterly and/or annually to help evaluate the cost of services.

Fare Recovery for New Services - These standards should not be strictly applied to new routes for the first two years of service. A 60 percent fare recovery of standard could be considered successful after one year, but a favorable trend thereafter should be maintained. Conversely, Roseville Transit should not simply keep a service if revenues cannot support the continued operation of a route, or if a different and more successful route could replace the less successful route.

F. Bus Stops and Passenger Amenity Standards

Bus Stop Location and Spacing - Bus stops are generally encouraged to be spaced a maximum of ½ mile apart along both arterial and collector streets in both directions, and/or at each leg of an intersection between arterial/arterial and arterial/collector streets, depending upon road patterns, adjacent land uses and densities and other factors which may influence the accessibility and use of a stop.

Shelters and Seats - Shelters should be provided at all bus stops expected to serve 15 or more passengers per day, and passenger seating should be provided at all bus stops expected to serve five or more passengers per day. Further refinement of stops, passenger amenities and timed stop designations will occur after a route has begun service.

Amenity Removal - When the annual maintenance or repair cost of an amenity is excessive or greater than the value of the structure or amenity, or presents a safety risk, then Roseville Transit reserves the right to remove the amenity.

Route Travel Time - Bus routes are generally designed so that the travel time will not exceed 3 times the equivalent automobile trip during peak travel hours, and should be designed to function as efficiently as possible.

G. Service Availability and Connectivity Standards

Service Routes - Generally, Roseville Transit provides general public Dial-A-Ride services within its entire corporate boundaries. Also, Roseville Transit attempts to provide fixed route services within ½ mile walking distance of 90% of the daytime population within City boundaries. As new development is added, new local fixed route and commuter services will be added based upon demand and as funding permits.

Connecting Adjacent Land Uses - Adjacent uses should provide direct pedestrian access to planned and existing bus stop locations to facilitate use of public transit. New projects that would generate DAR trips, such as medical office buildings, should also

consider site designs that would accommodate the DAR bus picking up and dropping off ADA passengers at or near front door locations with ADA accessibility to the front door.

Reciprocal Transfer Agreements and Regional Fare Cards -- Reciprocal transfer arrangements should continue to be implemented between all connecting service providers. Regional fare cards, such as Connect Card, should continue to be implemented by Roseville Transit to improve regional connectivity and passenger mobility.

Regional Transfer Points - Local service should be provided within one block of all regional transit transfer locations and intercity bus/rail stops. Also, passenger facilities at regional transit transfer locations should be improved to enhance regional public transportation connections.

H. Safety, Maintenance and Replacement Standards

Accident Rates – The average preventable accident rate standard for all services is less than or equal to 1 preventable accident for every 50,000 service miles travelled. The average accident rate standard for all accidents for all services is less than or equal to 1 accident (preventable and non-preventable) for 25,000 service miles travelled.

Road Calls – The average road call standard is less or equal to 1 road call for every 10,000 service miles travelled.

Programmed Vehicle Maintenance – The standard for vehicle maintenance is for 90% percent of all programmed maintenance to occur within scheduled parameters.

Vehicle Replacement – Vehicles should be replaced at the end of their useful lives according to FTA guidelines and industry accepted practices for public fleet operators. The average fleet age should not exceed six (6) years.

I. Customer Service Standards

Employee Training – All employees should receive annual customer service training to ensure courteous, safe and respectful behavior, and that employees are sensitive to the needs of passengers.

Local and Commuter Services – The standard for the average number of passenger complaints for Local and Commuter services is less than or equal to 1 validated complaint for every 5,000 passenger trips.

Dial-A-Ride (DAR) – The standard for the average number of passenger complaints for DAR services is less than or equal to 1 validated complaint for every 3,000 passenger trips.

XI. Requirements for Fixed Route Transit Providers

Chapter 4 of FTA Circular 4702.1B discusses the additional reporting requirements for recipients of FTA funding (including their sub-recipients) that operate fixed route transit services, in order to ensure that the agency complies with DOT Title VI regulations. The requirements only apply to fixed route service, not demand response service. Per Circular 4702.1B definitions, "Fixed route refers to public transportation service provided in vehicles operated along pre-determined routes according to a fixed schedule". As of January 1, 2016, Roseville Transit has a fixed-route fleet of 368 buses. Therefore, Roseville Transit qualifies for a reduced level of Chapter 4 reporting and is only required to set system-wide standards and policies (see Section X).

Appendix A: City Council Approval

[Insert Resolution]

Appendix B: Title VI Notice to the Public

Title VI Notice to the Public (English and Spanish)

Notifying the Public of Rights Under Title VI of the Civil Rights Act of 1964 Roseville Transit

Roseville Transit operates its programs and services without regard to race, color, and national origin in accordance with Title VI of the Civil Rights Act of 1964. Any person who believes she or he has been aggrieved by any unlawful discriminatory practice under Title VI may file a complaint with Roseville Transit.

For more information on Roseville Transit's civil rights program, and the procedures to file a complaint with either Roseville Transit or the Federal Transit Administration, contact 916-774-5293, (TTY: 916-774-5220), (Fax: 916-746-1333), email: transportation@roseville.ca.us, ask at the City of Roseville Alternative Transportation Division office, at 401 Vernon Street, Roseville CA 95628 or visit our website at: www.roseville.ca.us/titlevi

Notificando al público de Derechos Bajo Título VI del Acta de Derechos Civiles de 1964 Tránsito de Roseville

El Tránsito de Roseville opera sus programas y servicios sin considerar la raza, color, y origen nacional en conformidad con el Título VI del Acta de Derechos Civiles de 1964. Cualquier persona quien cree ella/él ha sido ofendido por cualquier práctica discriminatoria ilegal bajo el Título VI puede presentar una queja con el Tránsito de Roseville.

*Para más información del programa de derechos civiles del Tránsito de Roseville, y los procedimientos de presentar una queja con ya sea el Tránsito de Roseville o la Administración de Tránsito Federal, comuníquese al 916-774-5293, (TTY: 916-774-5220), (Fax: 916-746-1333), e-mail: transportation@roseville.ca.us, **pregunte en la oficina de Transportación Alternativa de la Ciudad de Roseville, al 401 Calle Vernon, Roseville CA 95678** o visite nuestro sitio de Internet al: www.roseville.ca.us/titlevi.*



≡ Title VI of the Civil Rights Act

Roseville Transit operates its programs and services without regard to race, color, and national origin in accordance with Title VI of the Civil Rights Act of 1964. Any person who believes she or he has been aggrieved by any unlawful discriminatory practice under Title VI may file a complaint with Roseville Transit.

"No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance."
(42 U.S.C. Section 2000d)

Contact Us



Title VI Plan (Revised 2016)

Title VI Plan

- **Title VI complaint Process**
- **Public Participation Plan** provides guidance for public involvement activities to be conducted by the City of Roseville in compliance with Title VI.
- **Limited English Proficiency Language Plan** addresses the need to involve individuals who have a limited ability to speak, understand, read, or write English. It includes people who reported to the U.S. Census that they do not speak English well or do not speak English at all.

What is a Title VI complaint?

Roseville Transit operates its programs and services without regard to race, color, and national origin in accordance with Title VI of the Civil Rights Act of 1964. Any person who believes she or he has been aggrieved by any unlawful discriminatory practice under Title VI may file a complaint with Roseville Transit.

Federal law requires Title VI complaints be filed within 180 calendar days of the last alleged incident.

How do I file a complaint?

1. **Complete the form** and return it to the City of Roseville Alternative Transportation office.

or

2. File a complaint with the Federal Transit Administration (FTA). Visit transit.dot.gov for more information.

Submit a signed written statement to the FTA that contains the following information:

- a. Complainant's name, address, and telephone number.
- b. If you are filing on behalf of another person, include their name, address, telephone number, your relationship to the person, and if you have their permission to file the complaint.
- c. Name of the public transit provider the complaint is against.
- d. Describe the complaint. Include specific details such as names, dates, times, route numbers/letters, witnesses, and any other information that would assist in the investigation of your allegation.

Where do I submit a complaint?

City of Roseville

Alternative Transportation
Civil Rights Officer
316 Vernon Street, Suite 150
Roseville, CA 95678
Phone: (916) 774-5293
TDD: (916) 774-5220

Federal Transit Administration

Office of Civil Rights
Title VI Program Coordinator
East Building, 5th Floor – TCR
1200 New Jersey Ave., SE
Washington, D.C. 20590
Phone: 1-446-4511

Federal Transit Administration Region IX

Civil Rights Officer
90 7th Street, Suite 15-300
San Francisco, CA 94103
Phone: (415) 734-9490

Visit transit.dot.gov for additional information regarding Title VI obligations of public transit providers.

El Tránsito de Roseville opera sus programas y servicios sin considerar la raza, color, y origen nacional en conformidad con el Título VI del Acta de Derechos Civiles. Cualquier persona quien cree ella/él ha sido ofendido por cualquier práctica discriminatoria ilegal bajo el Título VI puede presentar una queja con el Tránsito de Roseville.

El Tránsito de Roseville cumple con el Acta de los Derechos Civiles de 1964 que declara, "Ninguna persona en los Estados Unidos será, por motivos de raza, color, u origen nacional, excluido de participación en, ser negado los beneficios de, o ser sujetado a discriminación bajo cualquier programa o actividad recibiendo asistencia financiera Federal."
(42 U.S.C. Sección 2000d)

¿Qué es una queja de Título VI?

El Tránsito de Roseville opera sus programas y servicios sin considerar la raza, color, y origen nacional en conformidad con el Título VI del Acta de Derechos Civiles. Cualquier persona quien cree ella/él ha sido ofendido por cualquier práctica discriminatoria ilegal bajo el Título VI puede presentar una queja con el Tránsito de Roseville.

La ley Federal requiere que quejas de Título VI sean sometidas dentro de 180 días de calendario del último supuesto incidente.

¿Cómo presento una queja?

1. **Complete la forma** y regrésela a la Oficina de Transportación Alternativa de la Ciudad de Roseville.

o

2. Presente una queja con la Administración Federal de Tránsito (FTA). Visite **transit.dot.gov** para más información.

Someta una declaración firmada por escrito a la FTA que contiene la siguiente información:

- a. Nombre del reclamante, domicilio, y número de teléfono.
- b. Si está presentando por medio de otra persona, incluya el nombre, domicilio, número de teléfono, su parentesco a la persona, y si tiene su permiso de presentar la queja.
- c. Nombre del proveedor de tránsito public del cual la queja es en contra.
- d. Describa la queja. Incluya detalles específicos tal cómo nombres, fechas, horas, números/letras de ruta, testigos, y cualquier otra información que nos pudiera asistir en la Investigación de su alegación.

¿Dónde presento una queja?

Ciudad de Roseville

Transportación Alternativa
Oficial de Derechos Civiles
316 Vernon St., Suite 150
Roseville, CA 95678
Teléfono: (916) 774-5293
TDD: (916) 774-5220

Administración Federal de Tránsito

Oficina de Derechos Civiles
Cordinador del Programa de Título VI
East Building, 5th Floor – TCR
1200 New Jersey Ave., SE
Washington, D.C. 20590
Teléfono: 1-866-446-4511

Administración Federal de Tránsito Región IX

Oficial de Derechos Civiles
90 7th Street, Suite 15-300
San Francisco, CA 94103
Teléfono: (415) 734-9490

Visite [transit.dot.gov](https://www.transit.dot.gov) para información adicional acerca de obligaciones de Título VI de proveedores de tránsito público.

Appendix C: Title VI Complaint Forms (English and Spanish)

[insert Title XI Brochure - English, page 1]

What is a Title VI complaint?

Roseville Transit operates its programs and services without regard to race, color, and national origin in accordance with Title VI of the Civil Rights Act of 1964. Any person who believes she or he has been aggrieved by any unlawful discriminatory practice under Title VI may file a complaint with Roseville Transit.

Federal law requires Title VI complaints be filed within 180 calendar days of the last alleged incident.

How do I file a complaint?

1. Complete the form on the reverse side and return it to the City of Roseville Alternative Transportation office.

or

2. File a complaint with the Federal Transit Administration (FTA). Visit [transit.dot.gov](https://www.fta.dot.gov) or call **1-888-446-44511** for more information.

Submit a signed written statement to the FTA that contains the following information:

- a. Complainant's name, address, and telephone number.
- b. If you are filing on behalf of another person, include their name, address, telephone number, your relationship to the person, and if you have their permission to file the complaint.
- c. Name of the public transit provider the complaint is against.
- d. Describe the complaint. Include specific details such as names, dates, times, route numbers/letters, witnesses, and any other information that would assist in the investigation of your allegation.

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Federal Transit Administration

Office of Civil Rights
Title VI Program Coordinator
East Building, 5th Floor – TCR
1200 New Jersey Ave., SE
Washington, D.C. 20590
1-888-446-4511

Federal Transit Administration Region IX

Civil Rights Officer
90 7th Street, Suite 15-300
San Francisco, CA 94103
(415) 734-9490

Visit [transit.dot.gov](https://www.transit.dot.gov) for a fillable form, and for additional information regarding Title VI obligations of public transit providers.

Title VI of the Civil Rights Act of 1964 Notification & Complaint Form

Roseville Transit operates its programs and services without regard to race, color, and national origin in accordance with Title VI of the Civil Rights Act of 1964. Any person who believes she or he has been aggrieved by any unlawful discriminatory practice under Title VI may file a complaint with Roseville Transit.

"No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance."
(42 U.S.C. Section 2000d)



Roseville Transit

Public Works – Alternative Transportation
316 Vernon Street, Suite 150
Roseville, CA 95678
(916) 774-5293
[roseville.ca.us/transit](https://www.roseville.ca.us/transit)

Roseville Transit Title VI Complaint Form



Please complete this form and mail, fax, e-mail, or deliver in person to the Roseville Transit Civil Rights Officer, Alternative Transportation office at 316 Vernon Street, Suite 150, Roseville, CA 95678.

Section 1

Name (Complainant):		Mr. ☐	Mrs. ☐	Ms. ☐	Miss ☐
Mailing Address:				Apt.:	
City:		State:		Zip:	
Phone:		E-mail:			

Section 2

Are you filing out this form on your own behalf? Yes ☐ No ☐	
If you answered "No", please supply your name and relationship to the person listed in Section 1.	Name: _____ Relationship: _____
Please explain why you are filing an incident form on their behalf.	
Have you obtained permission to file this form on their behalf? Yes ☐ No ☐	

Section 3

Basis of alleged discrimination: Race ☐ Color ☐ National Origin ☐

Section 4

Type of service:	
Commuter ☐	Dial-A-Ride ☐ Local ☐ Phone ☐ Other ☐ _____
Date of alleged discrimination (month/day/year):	Time:
Staff:	Route: Bus #:
Boarding location:	Destination location:
Describe the situation you would like to report. Use additional paper if necessary.	

Please list any person(s) we may contact for additional information:

Name:	Address:	Phone:

Section 5

Have you previously filed a Title VI complaint with Roseville Transit? Yes ☐ No ☐	
Did you file this complaint with another federal, state or local agency; or with a federal or state court? Yes ☐ No ☐	
Which agency: _____	Date filed: _____

Section 6

I declare under penalty of perjury under the laws of the State of California that the information I have provided is true and correct to the best of my knowledge.

Signature _____

Date of filing _____

¿Qué es una queja de Título VI?

El Tránsito de Roseville opera sus programas y servicios sin considerar la raza, color, y origen nacional en conformidad con el Título VI del Acta de Derechos Civiles. Cualquiera persona quien cree ella/él ha sido ofendido por cualquier práctica discriminatoria ilegal bajo el Título VI puede presentar una queja con el Tránsito de Roseville.

La ley Federal requiere que quejas de Título VI sean sometidas dentro de 180 días de calendario del último supuesto incidente.

¿Cómo presento una queja?

1. Complete la forma al lado reverso y regrésela a la Oficina de Transportación Alternativa de la Ciudad de Roseville.

o

2. Presente una queja con la Administración Federal de Tránsito (FTA). Visite transit.dot.gov para más información.

Someta una declaración firmada por escrito a la FTA que contiene la siguiente información:

- a. Nombre del reclamante, domicilio, y número de teléfono.
- b. Si está presentando por medio de otra persona, incluya el nombre, domicilio, número de teléfono, su parentesco a la persona, y si tiene su permiso de presentar la queja.
- c. Nombre del proveedor de tránsito public del cual la queja es en contra.
- d. Describa la queja. Incluya detalles específicos tal como nombres, fechas, horas, números/letras de ruta, testigos, y cualquier otra información que nos pudiera asistir en la investigación de su alegación.

¿Dónde presento una queja?

Ciudad de Roseville

Transportación Alternativa
Oficial de Derechos Civiles
316 Vernon Street, Suite 150
Roseville, CA 95678
(916) 774-5293
TDD: (916) 774-5220

Administración Federal de Tránsito

Oficina de Derechos Civiles
Cordinador del Programa de Título VI
East Building, 5th Floor – TCR
1200 New Jersey Ave., SE
Washington, D.C. 20590
1-888-446-4511

Administración Federal de Tránsito Región IX

Oficial de Derechos Civiles
90 7th Street, #15-300
San Francisco, CA 94103
(415) 734-9490

Visite transit.dot.gov para información adicional acerca de obligaciones de Título VI de proveedores de tránsito público.

Título VI del Acta de Derechos Civiles de 1964 Notificación y Forma de Queja

El Tránsito de Roseville opera sus programas y servicios sin considerar la raza, color, y origen nacional en conformidad con el Título VI del Acta de Derechos Civiles. Cualquiera persona quien cree ella/él ha sido ofendido por cualquier práctica discriminatoria ilegal bajo el Título VI puede presentar una queja con el Tránsito de Roseville.

El Tránsito de Roseville cumple con el Acta de los Derechos Civiles de 1964 que declara, "Ninguna persona en los Estados Unidos será, por motivos de raza, color, u origen nacional, excluido de participación en, ser negado los beneficios de, o ser sometido a discriminación bajo cualquier programa o actividad recibiendo asistencia financiera Federal." (42 U.S.C. Sección 2000d)



Tránsito de Roseville

Transportación Alternativa
316 Vernon Street, Suite 150
Roseville, CA 95678
(916) 774-5293
roseville.ca.us/transit

Tránsito de Roseville Título VI Forma de Queja



Por favor complete esta forma y mándela por correo, e-mail, fax o la puede regresar en persona al Oficial de Derechos Civiles de Tránsito de Roseville, 316 Vernon Street, Suite 150, Roseville, CA 95678.

Sección 1

Nombre (Reclamante):	Sr. ☐	Sra. ☐	Srta. ☐
Domicilio:	Apto.:		
Ciudad:	Estado:	Zona Postal:	
Teléfono:	E-mail:		

Sección 2

¿Esta presentando esta forma por su propio medio? Sí ☐ No ☐	
Si contestó "No", por favor dé su nombre y parentesco a la persona alistada en la Sección 1.	Nombre: _____ Parentesco: _____
Por favor explique por qué está presentando una forma de incidente por medio de ellos.	
¿Ha obtenido permiso para entregar esta forma por medio de ellos? Sí ☐ No ☐	

Sección 3

Motivo de supuesta discriminación: Raza ☐ Color ☐ Origen Nacional ☐
--

Sección 4

Tipo de servicio:	
Conmutor ☐ Dial-A-Ride ☐ Local ☐ Teléfono ☐ Otro ☐ _____	
Fecha de último supuesto incidente:	Hora:
Personal:	Ruta: # de Autobús:
Ubicación de Abordar:	Destinación/Parada de Autobús:
Describa la situación que quiere reportar. Use papel adicional si es necesario. _____ _____ _____ _____	

Por favor aliste cualquier persona(s) con quienes nos podemos poner en contacto para información adicional:

Nombre:	Domicilio:	Teléfono:

Sección 5

¿Alguna vez ha presentado una queja del Título VI de Tránsito de Roseville? Sí ☐ No ☐	
¿Presentó esta queja con otra agencia federal, estatal o local; o con una corte federal o estatal? Sí ☐ No ☐	
Agencia: _____	Fecha sometida: _____

Sección 6

Yo declaro bajo pena de perjurio bajo las leyes del Estado de California que la información que he proveído es verdadera y correcta según mi mejor conocimiento.

Firma _____

Fecha de sumisión _____

Rev. 1/2018

Appendix D: Public Participation Plan

CITY OF ROSEVILLE

PUBLIC PARTICIPATION PLAN

Adopted: ~~December 14, 2016~~, Revised: ~~December 14~~², 2018, Updated: June 3, 2019

Prepared by:
City of Roseville
~~401 Vernon Street~~316 Vernon Street, Suite 150
Roseville, CA 95678
~~www.roseville.ca.us/transit~~www.roseville.ca.us/transit

*Please direct comments/questions to:
City of Roseville Alternative Transportation Division at
(916) 774-5293 or transportation@roseville.ca.us*

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I. Purpose & Goals

Purpose

As a recipient of federal transportation funding from the Federal Transit Administration (FTA), the City of Roseville (COR) is required to develop a Public Participation Plan (PPP) that implements the goals and objectives of Title VI of the Civil Rights Act of 1964, which states:

No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

This PPP is intended to provide guidance for public involvement activities to be conducted by COR in the expenditure of FTA funds in compliance with Title VI of the Civil Rights Act of 1964 and FTA Circular 4702.1B ("Title VI Requirements and Guidelines for Federal Transit Administration Recipients").

Goals

The procedures, strategies and techniques contained in this PPP support the purpose stated above and the following goals:

- Provide an open and visible decision-making process to which all members of the public have equal access;
- Seek out and consider the viewpoints of minorities, low income persons, persons with limited English proficiency, and other community groups;
- Offer early and continuous opportunities for the public to be involved in the identification of social, economic, physical and environmental impacts of proposed decisions; and,
- Raise the level of community participation by citizens for the purpose of improving and maintaining the quality of life within the City of Roseville.

II. Background

Public Participation in Roseville

The City of Roseville has a long-standing commitment to providing open and visible decision-making processes that provide equal access to all. Two [of the primary in-person](#) methods Roseville uses to promote public involvement are:

1. **Boards and Commissions** – The City of Roseville has established 13 boards and commissions for the specific purpose of soliciting and involving public input

as part of any decision-making process. Of these, the Transportation Commission typically has responsibility for oversight of FTA-funded transportation projects, plans and services.

2. **Roseville Coalition of Neighborhood Associations** - The City of Roseville established the Roseville Coalition of Neighborhoods Association (RCONA) in 1993. RCONA is a not-for-profit, non-partisan umbrella organization comprised of representatives of Roseville's individual "Neighborhood Associations". There are currently 39 Neighborhood Associations, each of which geographically represents a defined area of the City's entire corporate boundaries, as shown at the RCONA web site: <http://www.rcona.org>. Two clearly stated purposes of the mission of the RCONA are:

- To raise the level of community participation by citizens for the purpose of improving and maintaining the quality of life within the City of Roseville; and,
- To work with neighborhood associations in resolving social, physical and economic problems within neighborhood, and deal with other important neighborhood issues

The City of Roseville will incorporate the use of these existing ~~community outreach and public involvement~~engagement resources into this PPP. This PPP will also consider other measures to solicit the involvement of citizens in the public decision-making process.

Public Participation for the Metropolitan Transportation Plan - Any transportation project in the six-county region using federal and state funding must be incorporated into the Sacramento Area Council of Governments (SACOG) Metropolitan Transportation Plan/Sustainable Communities Strategy (MTP/SCS). The MTP/SCS is updated once every four years. For each update, SACOG develops a Public Participation Plan to assist SACOG staff in implementing an effective public review process of the MTP and the projects contained therein. This is another opportunity for the public to participate in transportation planning efforts in Roseville and the six-county region. For more information on the MTP/SCS and the SACOG Public Participation Plan, see this website: <http://www.sacog.org/2035/>.

III. **Public Involvement Plan**

The primary means of implementing the goals of the PPP shall be the development and execution of a Public Involvement Plan (PIP) for applicable transit plans, projects or activities. The PIP shall be developed at the outset of the project planning process and shall be modified as needed during the planning process. The PIP shall be designed in accordance with the following principles:

1. The PIP shall be tailored to the scope of the proposed plan, project or activity, the population of the planning or project impact area, and the resources available for outreach.
2. The PIP will be designed to eliminate barriers to active participation and shall seek out the viewpoints of minority, low-income, LEP and other populations consistent with Title VI Program Executive Order 13166 and U.S. Department of Transportation (DOT) LEP Guidance.
3. The PIP will be developed at the beginning of each planning process to provide early opportunities for public involvement in the identification of project, plan and activity goals and community needs, benefits and impacts.
4. Public notification will be provided throughout the planning process, including at key decision points and for public meetings.

The PIP for each transit plan, project and activity shall including public involvement strategies tailored to the scope of the proposed plan, project or activity and methods of public notification appropriate to the particular plan, project or activity.

A. Applicability of Public Involvement Plans

A PIP shall be prepared for the following activities undertaken by the COR:

1. Adoption or substantial modification of transit plans
2. Approval of FTA-funded capital improvement projects
3. Fare changes
4. Major service changes as defined below:
 - The elimination or addition of a transit line or service
 - A route change that impacts 25% or more of a route's miles or bus stops
 - A reduction or increase of service or frequency of service that affects 25% or more of the total transit system revenue miles
 - Proposed changes that are reasonably anticipated to be controversial with or substantially affect an identified stakeholder, neighborhood or community group or population

Service changes not falling under the definition of a major service change are considered minor changes that may be approved by the Alternative Transportation Manager without the implementation of a PIP.

B. Public Involvement Strategies

During development of the PIP, the following **public involvement strategies** may be used as appropriate to the activity being undertaken to identify public needs, concerns and comments:

- Project Newsletters
- Email/text message notifications
- Social media
- Website
- News media
- Collateral materials
- Signage
- Advertisements
- Informal Meetings with community groups
- Formal presentations to community groups
- Interactive Public Workshops (Visioning, Scenario Planning, etc.)
- Project Open Houses
- Special Advisory Committees
- Focus Groups
- Media Strategies
- Public Surveys
- Public Hearings

The above list is considered a menu of strategies to obtain public input. The PIP for each particular activity subject to this PPP will be tailored to use the most appropriate strategies for achieving public involvement for the given activity. The PIP for a particular activity may incorporate some or all of the above strategies.

As appropriate to the particular activity, the PIP may incorporate **supplemental outreach strategies** to seek out the viewpoints of minority, low-income, and Limited English Proficient (LEP) populations;

Partner with community organizations to engage members of the public who are less likely to attend traditional public meetings (including LEP populations) through means such as surveys and focus groups.

Attend community events.

Attend meetings and activities organized by faith-based organizations, advocacy groups, or other community partners that will help solicit feedback from diverse members of the public.

Develop and maintain a "Community Partner List", which identifies community partners and organizations that may be targeted for public outreach based upon the scope of the particular project, plan or activity. The community partner list may include the following types of groups and organizations:

- Lower Income Individuals/Households
- Minorities
- Limited English Proficient Individuals/Groups
- Persons with Disabilities and Limited Mobility
- Native American Organizations and Tribal Councils
- Senior Citizens
- RCONA and Neighborhood Associations
- Community Service Organizations
- Faith-based Organizations
- Affordable Housing Advocates
- Environmental Advocates
- Home Builder Organizations
- Business Organizations
- Commercial Property Interests
- Landowners
- Other Public Agencies

C. Public Hearings

A minimum of one (1) public hearing shall be required for fare changes and major service changes and may be required for other plans, projects and activities as required by local, state and federal law, such as the California Environmental Quality Act.

Public hearings will be scheduled as part of a regular Transportation Commission or City Council meeting. Notification of public hearings shall, at a minimum, be as required by the applicable local, state or federal law. In addition, public hearings should be more broadly through other means as identified in the PIP.

D. Logistics for Public Meetings

The following should be considered when planning public workshops and meetings:

- Public meetings, workshops and hearings should be held at convenient and accessible locations, with consideration of access to transit and ease of access for target audience. When local transit does not provide service due to the meeting location or time, the City of Roseville advertises the availability of free Dial-A-Ride service to the meeting.
- Meeting rooms should be large enough for the anticipated audience
- Meeting locations should be accessible to persons with disabilities
- Meeting times should consider the work schedules, school schedules, rush hours, meal hours, religious worship hours and other characteristics of target audience

- If needed, a specific employee shall be designated to accommodate the needs of persons who are linguistically or culturally isolated, as well as persons with disabilities

E. Documentation of Public Comments

Public comments received during the public outreach and involvement process will be compiled in writing in either meeting notes, minutes or as otherwise appropriate. The comments will be forwarded to the applicable advisory committee, commission or City Council for review and consideration in the decision-making process. A summary of the public comments received will be provided as part of a staff report submitted to the Transportation Commission and/or City Council. Per FTA Circular 4702.1B (IV-10); the staff report to the Transportation Commission and/or City Council shall include an evaluation of whether or not the proposed fare change or major service change will have a discriminatory impact based on race, color, or national origin.

F. Public Notification

The PIP shall identify the appropriate methods of public notification for transit plans, projects and activities covered by this PPP. In all instances, information materials shall be made available and distributed in English and Spanish.

For all projects, notifications methods may include as appropriate to the project:

~~COR City Website website~~

~~—Emails to Specific Groups or Individuals~~

~~E-notify Email and text message notifications to subscriber lists and/or groups/individuals~~

~~Social Media media~~

~~Press release and tip sheet Local news media (including ethnic media, as appropriate)~~

~~Advertisement(s) in local media (Roseville Press Tribune, Sacramento Bee and/or (including ethnic media, as appropriate)~~

~~Legal Notice(s) as required by local, state and federal agencies~~

~~Direct Mail mail~~

~~Post Meeting meeting Agendas agendas for Advisory advisory Committee committee(s), Transportation Commission, City Council~~

~~Post flyers fliers/signage and notices at community facilities (libraries, senior centers, human service organizations, schools, etc.) and transit facilities (e.g. transit transfer points centers, bus shelters, on board buses, and Roseville Transit offices)~~

All ~~flyers fliers and other collateral, handouts and other public notification~~ materials shall specify that any interested individual is invited to make comments. The ~~flyers, handouts~~

~~and other~~ public notification shall also specify the methods for submittal of comments, with appropriate contact information included. Typically, public comments may be submitted in the following manners:

- Email
- Direct mail
- In person at locations specified in the notice/[flyer/flier](#)
- At public hearings, informational meetings, open houses and workshops
- By telephone to City representatives

V. Periodic Review of Public Participation Plan

Every 3 years or more frequently as determined necessary by the COR, the COR will review the effectiveness of the public engagement process and the procedures and strategies contained in this PPP. The goal of this review will be to ensure a full and open participation process. The PPP will be revised as appropriate based upon this periodic review.

Appendix E: Language Assistance Plan

Roseville Transit Language Assistance Plan – ~~September 2016~~June 2019

Background

This Language Assistance Plan (LAP) is provided to address the City of Roseville Alternative Transportation Division's obligation as a recipient of Federal funds to meet the needs of individuals that have been identified as Limited English Proficient (LEP) within the City of Roseville's boundaries. This plan includes responsibilities of the Alternative Transportation staff and Roseville Transit staff. The City of Roseville contracts with MV Transportation (MV) to oversee the operation of Roseville Transit.

Limited English Proficiency Defined

A Limited English Proficiency (LEP) person as defined by the FTA is as a person for whom English is not their primary language and who have a limited ability to speak, understand, read, or write English. It includes people who reported to the U.S. Census that they do not speak English well or do not speak English at all.

Four Factor Analyses

Factor 1: The number or proportion of LEP persons in the service area who may be served or are likely to encounter an Alternative Transportation or Roseville Transit program, activity or service.

Alternative Transportation staff reviewed the ~~most recent~~ U.S. Census ~~2010-2014~~ American Community Survey to identify LEP language groups that constitute 5% of the population or 1,000 (whichever is less) of the persons eligible to be served or likely to be affected or encountered in the Roseville Transit service area. Data shows that Spanish speaking persons constitute the only language group that numbers 5% of the population or 1,000 (whichever is less) of the persons eligible to be served or likely to be affected or encountered in the Roseville Transit service area. Of the population in the City of Roseville 5 years of age and over, there are approximately ~~2,058~~ ~~2,505~~ people who speak Spanish and English not very well as reported in the ~~2010~~~~2013-2014~~~~2017~~ American Communities Survey.

Language services that are needed by current programs and services primarily involve Spanish speaking individuals.

Factor 2: The frequency with which LEP person come in contact with an Alternative Transportation or Roseville Transit program, activity or service.

In ~~September of 2016~~May of 2019, Alternative Transportation staff conducted an informal survey showing the following figures:

Alternative Transportation staff comes into contact with approximately ~~2-one~~ (1) individual ~~or less~~ ~~s~~ per month that requires an interpreter.

Roseville Transit reservationist/dispatchers come into contact with approximately ~~40~~ four (4) callers per month that require an interpreter.

Roseville Transit drivers come into contact with approximately fifty (50) customers per month that require an interpreter.

Factor 3: The nature and importance of transit programs, activities or services provided by Alternative Transportation and Roseville Transit to the LEP populations.

Alternative Transportation front counter staff may assist LEP customers with trip planning, pass sales, discount photo identification cards, ADA inquiries, and general information about Roseville Transit.

Roseville Transit dispatchers may assist LEP customers with Dial-A-Ride reservations and trip planning.

Roseville Transit drivers may assist LEP passengers with fare questions and trip planning.

Factor 4: The resources available to Alternative Transportation and Roseville Transit and overall costs to provided LEP assistance.

The Alternative Transportation staff has access to City employees that are approved translators in Spanish, American Sign Language, Romanian, Tagalog, and Punjabi. Translators are available in various departments throughout the City.

The City of Roseville employees also have access to an AT & T Language Line. The language line allows employees and customers to speak to each other through an interpreter by speaker phone. The Language Line offers translation in many languages. Alternative Transportation staff uses this service as necessary.

The City of Roseville website has an option to select written translation into many languages. Both the customer and Alternative Transportation staff can use this service as necessary.

MV Transit employs Spanish speaking dispatchers and drivers. In addition to employing Spanish speaking drivers, MV Transit currently employs a ~~drivers~~ that speaks Hmong-Mien, ~~Persian, and Samoan~~.

Spanish Materials and Services Currently Offered

Alternative Transportation offers many of its materials in Spanish (initial year provided in Spanish):

- Roseville Transit Local, Dial-A-Ride, and Commuter Bus Services Guides (2000)
- ADA complementary Paratransit Services Guide (2016)

- On-board information notifying passengers of promotions and service notices (2008)
- Bus stop closures notices (2009)
- ADA application and letters (2002)
- Civil Rights and Compliant Procedure (2010)

Alternative Transportation staff will continue to produce transit materials in Spanish as the need arises.

The City of Roseville website offers optional online translation. By a push of a button any website page is translated into the desired language. (2008)

Alternative Transportation front counter staff and Roseville Transit dispatchers and drivers received the training booklet *"Basic Spanish for Transit Employees"*. This booklet contains basic Spanish words and phrases. (2005)

The Roseville Transit customer service line (916-or 530 745-7560) offers callers the option to hear menus in Spanish.

A Spanish speaking dispatchers ~~is~~are available Monday – Friday in the morning ~~and Thursday – Sunday in the afternoon~~. If an interpreter is not available, callers are instructed to call back during the above listed times. Regular customers are aware of the days and hours a translator is available. A majority of Spanish speaking callers make their Dial-A-Ride reservations during this time.

Roseville Transit contracts driver/operator services; some contracted employees (i.e. drivers) are fluent in Spanish. The City's contractor makes efforts to assign these drivers to routes that predominantly encounter the Spanish speaking population. If a driver is not Spanish speaking and the passenger requires an interpreter, the driver will either contact dispatch or another Spanish speaking driver for assistance.

Alternative Transportation Training

- Staff has been trained of the formalized LAP
- Staff are reminded of the available translator services
- Staff are instructed to document language assistance requests

Roseville Transit Training

- MV Management staff are informed of the LAP
- MV Management staff are instructed to document language assistance requests
- Alternative Transportation staff provides MV Transit with the form(s) to track requests

Monitoring and Updating the LAP

Staff will continue to monitor usage of services and use of translated documents to review the data and update the plan as necessary.

Alternative Transportation staff will periodically perform an informal survey of Roseville transit drivers and dispatchers to see if additional language services are necessary. Staff will also review the language assistance requests provided by Alternative Transportation and Roseville Transit staff.

Appendix F: Demographic Data

[insert Demographic Data page 1]

**LANGUAGE SPOKEN AT HOME BY ABILITY TO SPEAK ENGLISH FOR THE
POPULATION 5 YEARS AND OVER - Universe: Population 5 years and over**

	Roseville city, California	
	Estimate	Percentage
Total:	118,379	100.0%
Speak only English	97,593	82.4%
Spanish or Spanish Creole:	8,077	6.8%
Speak English "very well"	5,486	4.6%
Speak English less than "very well"	2,591	2.2%
French (incl. Patois, Cajun):	371	0.3%
Speak English "very well"	361	0.3%
Speak English less than "very well"	10	0.0%
French Creole:	0	0.0%
Speak English "very well"	0	0.0%
Speak English less than "very well"	0	0.0%
Italian:	195	0.2%
Speak English "very well"	159	0.1%
Speak English less than "very well"	36	0.0%
Portuguese or Portuguese Creole:	220	0.2%
Speak English "very well"	161	0.1%
Speak English less than "very well"	59	0.0%
German:	572	0.5%
Speak English "very well"	509	0.4%
Speak English less than "very well"	63	0.1%
Yiddish:	0	0.0%
Speak English "very well"	0	0.0%
Speak English less than "very well"	0	0.0%
Other West Germanic languages:	68	0.1%
Speak English "very well"	40	0.0%
Speak English less than "very well"	28	0.0%
Scandinavian languages:	114	0.1%
Speak English "very well"	103	0.1%
Speak English less than "very well"	11	0.0%
Greek:	50	0.0%
Speak English "very well"	50	0.0%
Speak English less than "very well"	0	0.0%
Russian:	1,453	1.2%
Speak English "very well"	999	0.8%
Speak English less than "very well"	454	0.4%
Polish:	30	0.0%
Speak English "very well"	30	0.0%
Speak English less than "very well"	0	0.0%
Serbo-Croatian:	70	0.1%
Speak English "very well"	48	0.0%
Speak English less than "very well"	22	0.0%
Other Slavic languages:	175	0.1%
Speak English "very well"	102	0.1%
Speak English less than "very well"	73	0.1%
Armenian:	29	0.0%
Speak English "very well"	15	0.0%
Speak English less than "very well"	14	0.0%
Persian:	710	0.6%
Speak English "very well"	542	0.5%
Speak English less than "very well"	168	0.1%
Gujarati:	82	0.1%
Speak English "very well"	55	0.0%
Speak English less than "very well"	27	0.0%
Hindi:	361	0.3%

Speak English "very well"	311	0.3%
Speak English less than "very well"	50	0.0%
Urdu:	0	0.0%
Speak English "very well"	0	0.0%
Speak English less than "very well"	0	0.0%
Other Indic languages:	1,079	0.9%
Speak English "very well"	699	0.6%
Speak English less than "very well"	380	0.3%
Other Indo-European languages:	320	0.3%
Speak English "very well"	134	0.1%
Speak English less than "very well"	186	0.2%
Chinese:	1,073	0.9%
Speak English "very well"	567	0.5%
Speak English less than "very well"	506	0.4%
Japanese:	245	0.2%
Speak English "very well"	156	0.1%
Speak English less than "very well"	89	0.1%
Korean:	628	0.5%
Speak English "very well"	193	0.2%
Speak English less than "very well"	435	0.4%
Mon-Khmer, Cambodian:	0	0.0%
Speak English "very well"	0	0.0%
Speak English less than "very well"	0	0.0%
Hmong:	74	0.1%
Speak English "very well"	45	0.0%
Speak English less than "very well"	29	0.0%
Thai:	95	0.1%
Speak English "very well"	17	0.0%
Speak English less than "very well"	78	0.1%
Laotian:	29	0.0%
Speak English "very well"	23	0.0%
Speak English less than "very well"	6	0.0%
Vietnamese:	546	0.5%
Speak English "very well"	238	0.2%
Speak English less than "very well"	308	0.3%
Other Asian languages:	583	0.5%
Speak English "very well"	364	0.3%
Speak English less than "very well"	219	0.2%
Tagalog:	2,352	2.0%
Speak English "very well"	1,715	1.4%
Speak English less than "very well"	637	0.5%
Other Pacific Island languages:	360	0.3%
Speak English "very well"	142	0.1%
Speak English less than "very well"	218	0.2%
Navajo:	0	0.0%
Speak English "very well"	0	0.0%
Speak English less than "very well"	0	0.0%
Other Native North American languages:	7	0.0%
Speak English "very well"	7	0.0%
Speak English less than "very well"	0	0.0%
Hungarian:	75	0.1%
Speak English "very well"	75	0.1%
Speak English less than "very well"	0	0.0%
Arabic:	552	0.5%
Speak English "very well"	362	0.3%
Speak English less than "very well"	190	0.2%
Hebrew:	37	0.0%
Speak English "very well"	29	0.0%

Speak English less than "very well"	8	0.0%
African languages:	98	0.1%
Speak English "very well"	98	0.1%
Speak English less than "very well"	0	0.0%
Other and unspecified languages:	56	0.0%
Speak English "very well"	44	0.0%
Speak English less than "very well"	12	0.0%
<i>Source: US Census 2011-2015 American Community Survey 5-Year Estimates</i>		



Figure 7
Senior Population Density in the Roseville Area

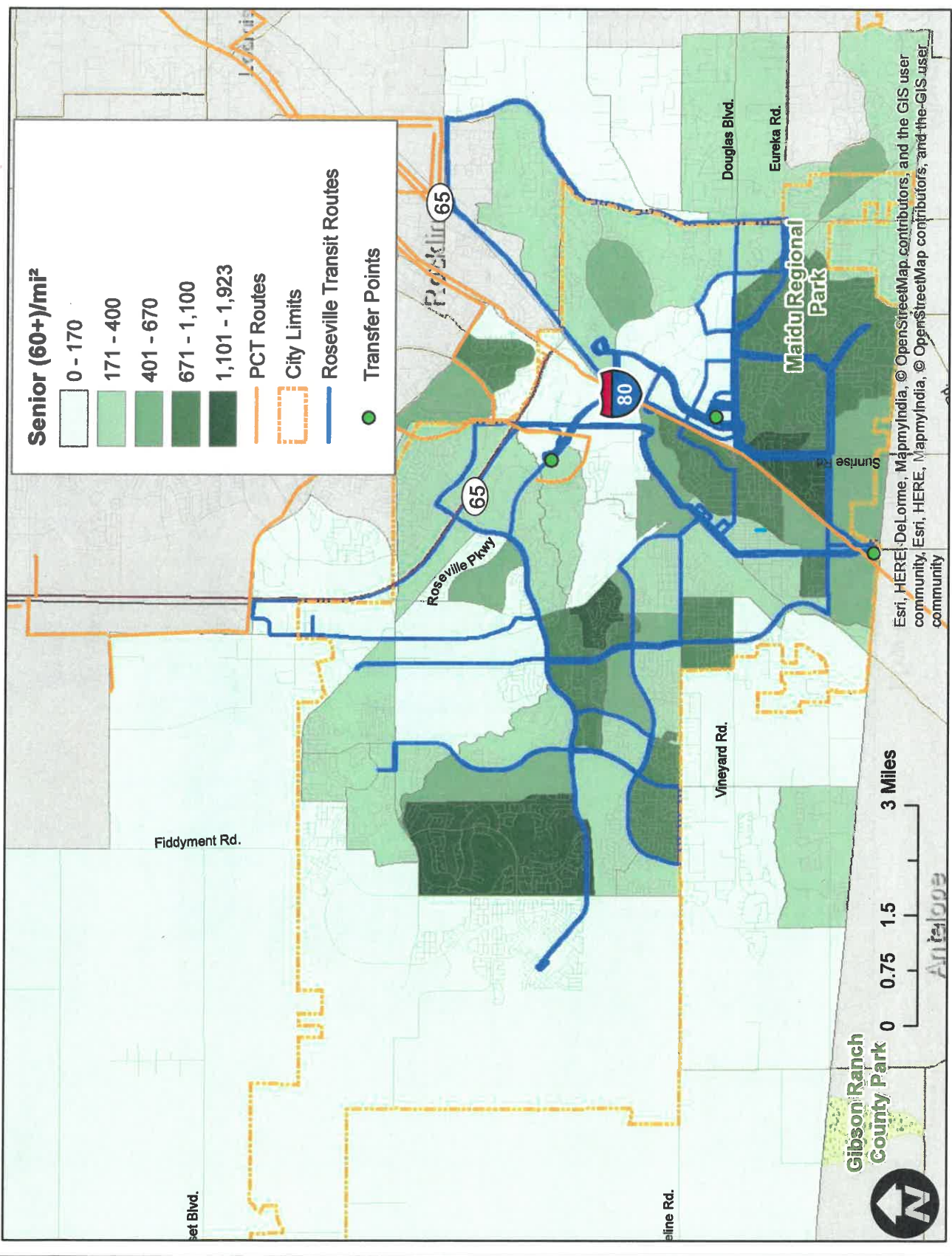


Figure 9
Low Income Household Density in the Roseville Area

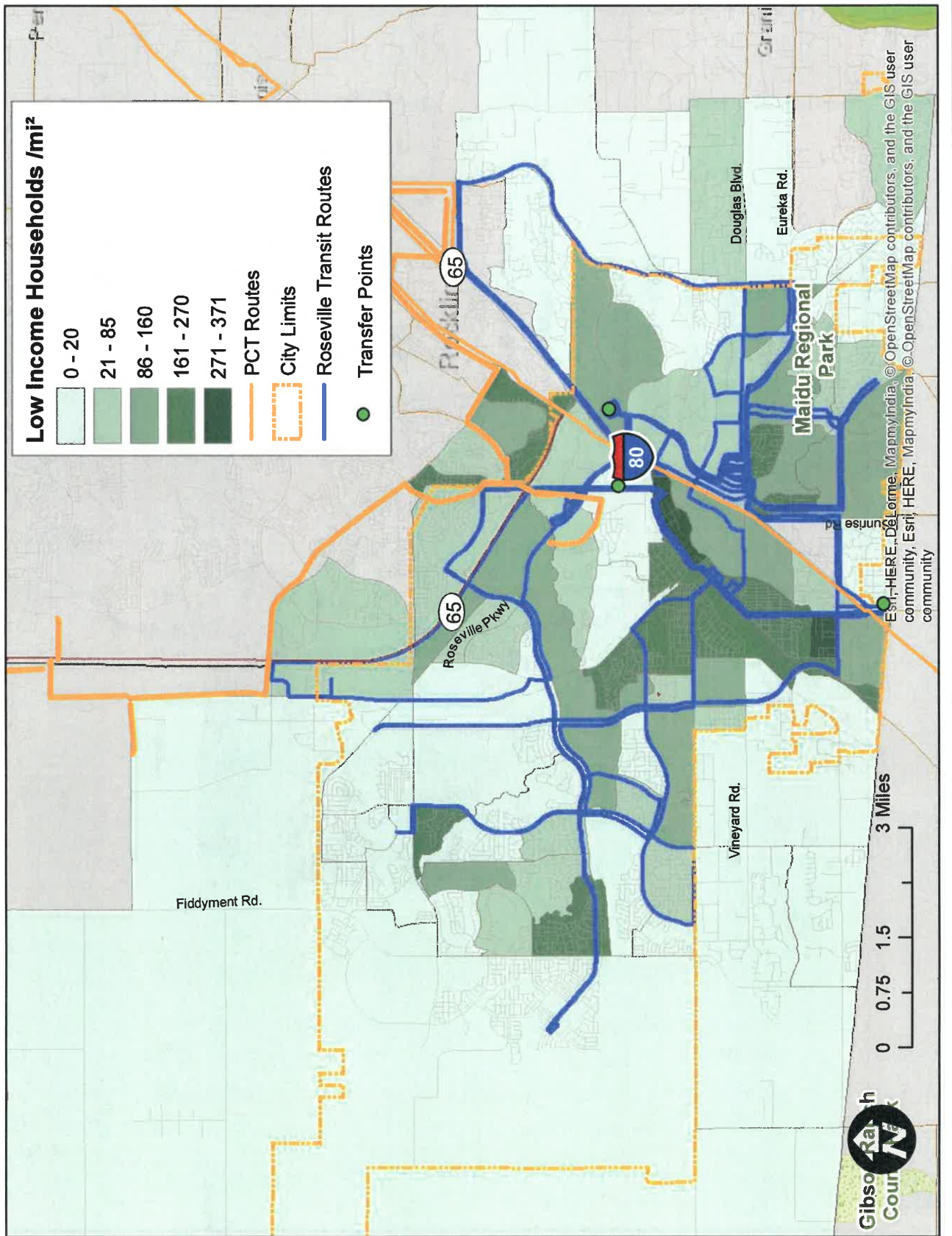


Figure 11
Population with a Disability Density in the Roseville Area

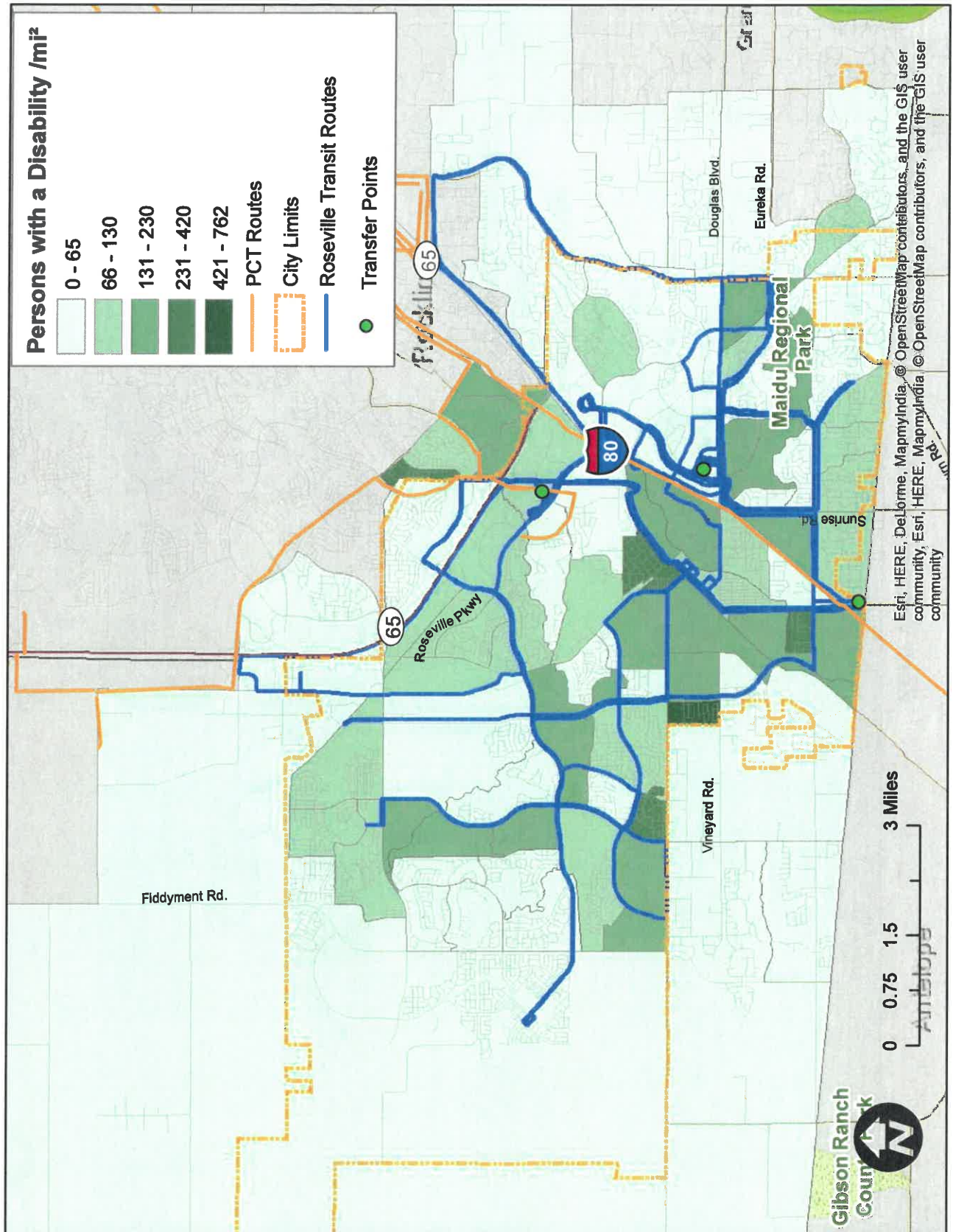


Figure 13
Zero Vehicle Household Density in the Roseville Area

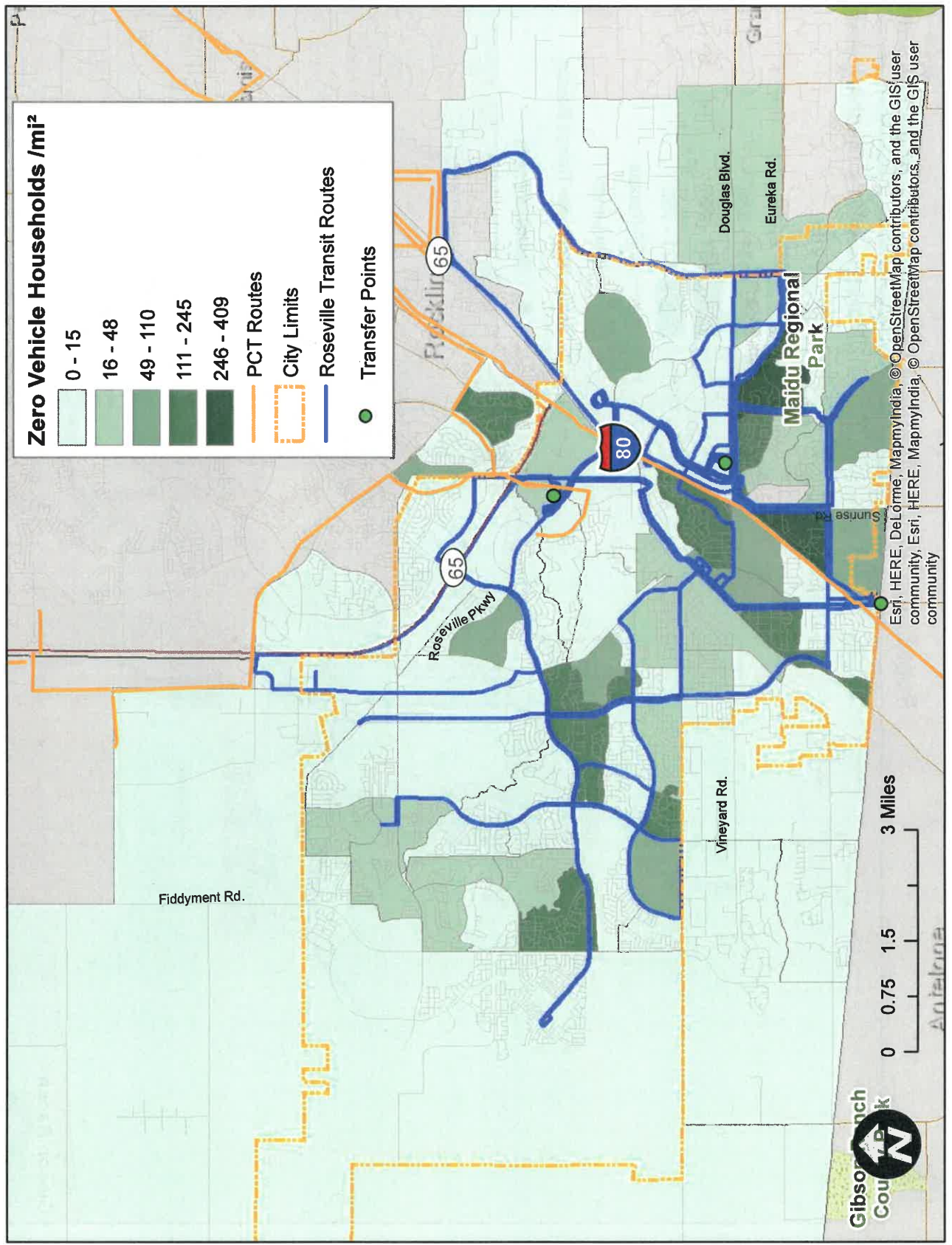


Table B3: Roseville Transit Service Area Transit Dependent Population

Tract	Group	Description	Total Population	Total Households	Youth (10-17 years)		Senior (60+ years)		Low Income Households		Disabled		Zero Vehicle Households	
					#	%	#	%	#	%	#	%	#	%
206.02	4	Granite Bay - Cavitt Stallman*	2,724	941	328	12%	548	20%	89	9%	47	2%	53	6%
206.04	1	Granite Bay - Douglas Blvd*	1,593	482	281	18%	257	16%	0	0%	46	3%	17	4%
206.04	2	Granite Bay - Douglas Blvd*	2,181	778	372	17%	488	22%	88	11%	93	4%	35	4%
206.05	3	East Roseville,* Hillsborough Drive	1,834	630	184	10%	409	22%	0	0%	0	0%	86	14%
206.06	1	East Roseville Parkway/Granite Bay*	1,890	679	341	18%	341	18%	42	6%	12	1%	0	0%
206.06	2	East Roseville,* Weston Way	828	285	84	10%	148	18%	0	0%	7	1%	0	0%
206.06	3	East Roseville,* Knightswood Way	1,490	435	339	23%	222	15%	0	0%	40	3%	9	2%
207.1	1	Valley Forge Way*	1,270	410	229	18%	258	20%	13	3%	57	4%	0	0%
207.1	2	McLaren Drive	1,387	552	150	11%	561	40%	25	5%	81	6%	0	0%
207.1	3	Country Villa Senior Citizen	1,690	709	79	5%	450	27%	54	8%	39	2%	31	4%
207.11	1	Maidu	1,374	724	53	4%	644	47%	87	12%	39	3%	233	32%
207.11	2	Slate Creek Apartments	1,900	791	240	13%	166	9%	91	12%	97	5%	16	2%
207.11	3	Deer Valley Apartments	1,243	466	32	3%	360	29%	18	4%	41	3%	0	0%
207.12	1	Sierra Gardens North	1,739	629	178	10%	318	18%	82	13%	91	5%	66	10%
207.12	2	Terraces of Roseville	460	255	28	6%	323	70%	44	17%	9	2%	98	38%
207.12	3	Sierra Gardens	1,631	548	63	4%	366	22%	57	10%	66	4%	19	3%
207.13	1	Eastwood Park	1,961	818	288	15%	760	39%	187	24%	95	5%	188	24%
207.13	2	Meadow Oaks	1,318	507	101	8%	420	32%	46	9%	13	1%	7	1%
207.14	1	Cirby Side*	1,641	849	136	8%	402	24%	17	3%	69	4%	48	7%
207.14	2	Cirby Ranch West*	2,283	809	305	13%	388	17%	60	7%	44	2%	9	1%
207.15	1	Cirby Ranch East/Oakmont High School	1,585	584	131	8%	347	22%	47	8%	57	4%	27	5%
207.15	2	South Cirby	1,432	547	125	9%	350	24%	47	9%	57	4%	25	5%
207.17	1	Kaiser Permanente Medical	637	377	61	10%	82	13%	52	14%	20	3%	15	4%
207.17	2	Olympus Pointe	2,422	859	383	16%	331	14%	11	1%	74	3%	0	0%
208.05	1	Cresthaven	2,107	807	219	10%	337	16%	79	10%	139	7%	7	1%
208.05	2	George Cirby Elementary School Between Dry Creek and Cirby Way, Vernon St. and Riverside Avenue	1,230	428	181	16%	181	16%	34	8%	16	1%	0	0%
208.05	3	Riverside Avenue	1,177	462	122	10%	188	16%	81	18%	73	6%	0	0%
208.06	1	Folsom Road	2,023	980	118	6%	683	34%	119	12%	115	8%	97	10%
208.06	2	Hillcrest	1,864	813	121	7%	368	22%	64	10%	62	4%	28	5%
209.01	1	Cherry Glen	1,039	391	114	11%	173	17%	97	25%	58	5%	33	8%
209.01	2	Thelies Manor	1,510	534	183	12%	218	14%	146	27%	117	8%	96	16%
209.08	1	Creekview Ranch School*	1,740	616	168	10%	297	17%	52	8%	94	5%	26	4%
209.08	2	Iglesia Ni Christo	2,063	722	223	11%	440	21%	62	9%	80	4%	13	2%
209.08	3	Roseville Heights	2,057	780	142	7%	342	17%	227	30%	149	7%	38	5%
209.08	4	Riesling Drive	835	305	42	5%	208	25%	15	5%	169	20%	0	0%
210.03	1	Sierra Vista	1,532	628	155	10%	243	16%	112	16%	158	10%	12	2%
210.03	2	Diamond Oaks South	776	263	147	19%	147	19%	0	0%	89	9%	0	0%
210.03	3	Harding	1,321	381	166	13%	213	16%	0	0%	30	2%	0	0%
210.03	4	Galleria/Creekside	497	247	63	13%	0	0%	57	23%	70	14%	21	9%
210.03	5	Diamond Oaks North	1,295	518	83	6%	302	23%	20	4%	34	3%	0	0%
210.03	6	Enwood	659	303	53	8%	228	35%	115	38%	56	8%	0	0%
210.34	1	Highland Reserve	2,002	595	286	14%	329	16%	28	5%	58	3%	28	5%
210.34	2	Between Roseville Parkway and Highland Pointe Drive	1,317	428	210	16%	45	3%	26	6%	48	4%	0	0%
210.34	3	Industrial Area East	1,050	340	32	3%	64	6%	0	0%	87	8%	0	0%
210.35	1	Junction West	2,004	688	581	29%	133	7%	0	0%	59	3%	0	0%
210.35	2	Wood Creek Oaks/HC Elliott Park	2,780	950	402	14%	528	19%	36	4%	140	5%	77	8%
210.35	3	Wood Creek High School	2,583	868	427	17%	373	14%	0	0%	90	3%	7	1%
210.37	1	Country Club Drive North	2,165	975	181	8%	526	24%	55	8%	97	4%	83	10%
210.38	1	Paul J. Lunardi Park	693	272	95	14%	115	17%	29	11%	12	2%	0	0%
210.38	2	Foothill Junction North	1,884	576	266	14%	209	11%	0	0%	38	2%	0	0%
210.38	3	Heritage Park Apartments	2,527	758	434	17%	326	13%	41	5%	130	5%	58	8%
210.38	4	Foothill Junction South	2,263	768	353	16%	126	6%	53	7%	74	3%	23	3%
210.39	1	Sierra Pines Golf Course West	882	572	0	0%	855	96%	0	0%	8	1%	19	3%
210.39	2	Goose Meadows Way	826	433	0	0%	745	90%	23	5%	20	2%	7	2%
210.4	1	Sierra Pines Golf Course East	909	581	0	0%	898	99%	49	8%	24	3%	18	3%
210.4	2	Sun City Roseville Golf Course	1,180	841	0	0%	1111	94%	157	19%	42	4%	107	13%
210.4	3	Timber Creek Golf Course	1,047	639	22	2%	819	78%	41	8%	31	3%	17	3%
210.43	1	Between Foothills Blvd. and Industrial Avenue	1,639	553	218	13%	195	12%	9	2%	87	5%	9	2%
210.43	2	Wood Creek Golf Club	1,764	591	239	14%	242	14%	13	2%	36	2%	6	1%
210.44	1	Cooley Middle School	2,310	820	340	15%	104	5%	65	10%	53	2%	14	2%
210.44	2	Quail Glen Elementary School	2,042	596	315	15%	218	11%	20	3%	74	4%	0	0%
210.44	3	Blue Oaks Elementary School	2,076	587	454	22%	244	12%	10	2%	88	4%	9	2%
210.45	1	Kaseberg - Kingswood/Lawton Avenue	2,256	809	282	13%	231	10%	129	16%	95	4%	31	4%
210.45	2	Kaseberg - Kingswood/Kaseberg Park	950	276	90	9%	173	18%	12	4%	13	1%	0	0%
210.46	1	Kaseberg - Kingswood/Vallejo Avenue	684	279	50	8%	45	7%	28	9%	0	0%	0	0%
210.46	2	Kaseberg - Kingswood/Lafayette Drive	1,724	866	197	11%	633	37%	78	9%	14	1%	40	5%
210.46	3	Kaseberg - Kingswood/Autumn Oaks Apartments	2,083	857	277	13%	472	23%	61	7%	132	6%	144	17%
211.09	1	Rocklin - Sierra Collage*	2,616	802	450	17%	383	15%	32	4%	52	2%	8	1%
211.28	1	Rocklin - South Whitney Blvd*	928	415	82	9%	114	12%	43	10%	49	5%	15	4%
211.28	2	Rocklin - South Whitney Blvd*	2,129	703	362	17%	305	14%	38	5%	46	2%	0	0%
211.29	1	Rocklin - East of Costco*	1,745	768	189	11%	405	23%	69	9%	90	5%	111	14%
211.29	2	Rocklin - East of Costco*	1,471	651	109	7%	101	7%	137	21%	128	9%	0	0%
213.22	2	West of Fiddymont Road*	13,324	4,036	1,202	9%	1719	13%	482	12%	302	2%	198	5%
224	1	East Roseville Parkway	1,953	739	260	13%	411	21%	88	9%	101	5%	42	6%
224	2	Sutter Roseville Medical Center/Harry Crabb Park	2,366	904	253	11%	400	17%	110	12%	40	2%	12	1%
225	1	Outside Roseville City Limits south of Baseline Rd*	2,163	867	259	12%	397	18%	0	0%	78	4%	13	2%
225	2	Outside Roseville City Limits south of Baseline Rd*	2,241	709	354	16%	452	20%	40	6%	54	2%	16	2%
226	1	Catherine Gates Elementary School	5,092	1,932	555	11%	485	10%	187	10%	174	3%	29	2%
228	1	Stanford Ranch Rd/Pleasant Grove Blvd	4,084	1,480	434	11%	600	15%	99	7%	117	3%	0	0%
230	1	Rocklin - Blue Oaks Town Center*	3,383	989	487	14%	241	7%	87	9%	68	2%	0	0%
231	1	Blue Oaks/Parkside Way	1,648	478	243	15%	143	9%	0	0%	46	3%	16	3%
231	2	Blue Oaks/Crocker Ranch Road	2,845	848	374	13%	325	11%	0	0%	92	3%	23	3%
231	3	Blue Oaks/New Meadow Drive	3,439	1,087	515	15%	480	13%	0	0%	119	3%	0	0%
Total			160,576	64,717	17,719	12%	28,922	19%	4,619	8%	6,811	4%	2,448	4%
Roseville city, California			126,327	46,547	14,285	11%	24,910	20%	3,979	9%	4,830	4%	2,134	5%

Source: 2015 American Community Survey, 5-Year Estimates, Table B01003 (Population); Table B25044 (Zero-Vehicle Households); Table B01001 (Age); Table B17017 (Poverty, Universe: Households); Table B23024 (Disability for People Ages 20-64, for whom poverty status is determined)

*A portion of the block group extends beyond the incorporated area of Roseville.

Table B-6: Roseville Area Other Population Characteristics

Census Tract	Block Group	Description	Total Population	Total Households	Square Miles	Veteran		Hispanic or Latino, or Other Race, not White		Limited English Proficiency Households	
						#	%	#	%	#	%
206.05	3	East Roseville,* Hillsborough Drive	1,834	630	2.2	27	1%	614	33%	10	2%
206.06	2	East Roseville,* Weston Way	826	285	0.7	99	12%	93	11%	0	0%
206.06	3	East Roseville,* Knightswood Way	1,490	435	0.5	50	3%	712	48%	0	0%
207.1	1	Valley Forge Way*	1,270	410	1.1	89	7%	227	18%	0	0%
207.1	2	McLaren Drive	1,387	552	0.6	168	12%	281	20%	14	3%
207.1	3	Country Villa Senior Citizen	1,690	709	0.6	86	5%	373	22%	25	4%
207.11	1	Maidu	1,374	724	0.8	182	13%	514	37%	0	0%
207.11	2	Slate Creek Apartments	1,900	791	0.6	138	7%	831	44%	10	1%
207.11	3	Deer Valley Apartments	1,243	466	0.4	141	11%	179	14%	9	2%
207.12	1	Sierra Gardens North	1,739	629	0.4	126	7%	820	47%	101	16%
207.12	2	Terraces of Roseville	460	255	0.2	51	11%	116	25%	9	4%
207.12	3	Sierra Gardens	1,631	548	0.5	166	10%	105	6%	13	2%
207.13	1	Eastwood Park	1,961	818	0.5	145	7%	502	26%	16	2%
207.13	2	Meadow Oaks	1,318	507	0.5	71	5%	378	29%	25	5%
207.14	1	Cirby Side*	1,641	649	0.9	173	11%	376	23%	7	1%
207.14	2	Cirby Ranch West*	2,283	809	0.6	150	7%	698	31%	0	0%
207.15	1	Cirby Ranch East/Oakmont High School	1,585	584	0.5	92	6%	353	22%	16	3%
207.15	2	South Cirby	1,432	547	0.5	71	5%	310	22%	0	0%
207.17	1	Kaiser Permanente Medical	637	377	2.5	17	3%	155	24%	7	2%
207.17	2	Olympus Pointe	2,422	859	1.5	122	5%	965	40%	20	2%
208.05	1	Creathaven	2,107	807	0.7	167	8%	607	29%	0	0%
208.05	2	George Cirby Elementary School	1,230	426	0.4	92	7%	208	17%	9	2%
208.05	3	Between Dry Creek and Cirby Way, Vernon St. and Riverside Avenue	1,177	462	0.2	110	9%	697	59%	52	11%
208.06	1	Folsom Road	2,023	980	0.8	145	7%	577	29%	12	1%
208.06	2	Hillcrest	1,664	613	0.5	43	3%	684	41%	35	6%
209.01	1	Cherry Glen	1,039	391	0.5	42	4%	416	40%	11	3%
209.01	2	Theiles Manor	1,510	534	0.7	121	8%	999	66%	38	7%
209.08	1	Creekview Ranch School*	1,740	616	5.2	110	6%	737	42%	14	2%
209.08	2	Iglesia Ni Christo	2,063	722	0.5	190	9%	592	29%	0	0%
209.08	3	Roseville Heights	2,057	760	0.9	129	6%	1,313	64%	112	15%
209.08	4	Riesling Drive	835	305	0.2	25	3%	243	29%	15	5%
210.03	1	Sierra Vista	1,532	626	0.5	67	4%	449	29%	28	4%
210.03	2	Diamond Oaks South	776	263	0.9	28	4%	184	24%	21	8%
210.03	3	Harding	1,321	381	1.3	63	5%	568	43%	15	4%
210.03	4	Galleria/Creekside	497	247	1.0	32	6%	214	43%	0	0%
210.03	5	Diamond Oaks North	1,295	518	0.8	101	8%	498	38%	21	4%
210.03	6	Erwood	659	303	0.4	73	11%	192	29%	0	0%
210.34	1	Highland Reserve	2,002	595	0.5	194	10%	866	43%	0	0%
210.34	2	Between Roseville Parkway and Highland Pointe Drive	1,317	428	0.4	85	6%	558	42%	13	3%
210.34	3	Industrial Area East	1,050	340	0.9	62	6%	352	34%	0	0%
210.35	1	Junction West	2,004	686	0.4	78	4%	616	31%	23	3%
210.35	2	Wood Creek Oaks/HC Elliott Park	2,780	950	0.7	143	5%	1,024	37%	12	1%
210.35	3	Wood Creek High School	2,583	868	1.2	180	7%	1,257	49%	30	3%
210.37	1	Country Club Drive North	2,165	975	0.6	107	5%	614	28%	47	5%
210.38	1	Paul J. Lunardi Park	693	272	0.4	30	4%	142	20%	0	0%
210.38	2	Foothill Junction North	1,884	576	0.5	103	5%	317	17%	0	0%
210.38	3	Heritage Park Apartments	2,527	758	0.3	111	4%	706	28%	13	2%
210.38	4	Foothill Junction South	2,263	766	0.6	80	4%	732	32%	0	0%
210.39	1	Sierra Pines Golf Course West	892	572	0.5	200	22%	97	11%	8	1%
210.39	2	Goose Meadows Way	826	433	0.6	259	31%	80	10%	0	0%
210.4	1	Sierra Pines Golf Course East	909	581	0.5	216	24%	57	6%	18	3%
210.4	2	Sun City Roseville Golf Course	1,180	841	0.8	284	24%	75	6%	16	2%
210.4	3	Timber Creek Golf Course	1,047	639	0.7	221	21%	111	11%	0	0%
210.43	1	Between Foothills Blvd. and Industrial Avenue	1,639	553	2.8	88	5%	458	28%	21	4%
210.43	2	Wood Creek Golf Club	1,764	591	0.9	152	9%	376	21%	0	0%
210.44	1	Cooley Middle School	2,310	620	0.4	120	5%	1,343	58%	0	0%
210.44	2	Quail Glen Elementary School	2,042	596	0.5	82	4%	449	22%	20	3%
210.44	3	Blue Oaks Elementary School	2,076	587	0.6	82	4%	660	32%	9	2%
210.45	1	Kaseberg - Kingswood/Lawton Avenue	2,256	809	0.7	146	6%	697	31%	10	1%
210.45	2	Kaseberg - Kingswood/Kaseberg Park	950	276	0.3	78	8%	489	51%	6	2%
210.46	1	Kaseberg - Kingswood/Vallejo Avenue	664	279	0.1	15	2%	216	33%	17	6%
210.46	2	Kaseberg - Kingswood/Lafayette Drive	1,724	866	0.4	228	13%	355	21%	41	5%
210.46	3	Kaseberg - Kingswood/Autumn Oaks Apartments	2,083	857	0.6	244	12%	662	32%	12	1%
213.22	2	West of Fiddymont Road*	13,324	4,036	99.7	639	5%	5,698	43%	160	4%
224	1	East Roseville Parkway	1,953	739	0.8	111	6%	722	37%	47	6%
224	2	Sutter Roseville Medical Center/Harry Crabb Park	2,366	904	1.2	100	4%	732	31%	23	3%
226	1	Catherine Gates Elementary School	5,092	1,932	1.9	257	5%	1,958	38%	103	5%
228	1	Stanford	4,064	1,460	1.9	137	3%	1,806	44%	46	3%
230	1	Industrial Avenue North* and Lonetree Blvd	3,383	989	3.1	248	7%	1,323	39%	42	4%
231	1	Blue Oaks/Parkside Way	1,648	478	0.6	33	2%	401	24%	20	4%
231	2	Blue Oaks/Crocker Ranch Road	2,845	848	0.9	249	9%	691	24%	20	2%
231	3	Blue Oaks/New Meadow Drive	3,439	1,087	1.2	190	6%	1,275	37%	29	3%
Total			135,392	49,325	160	9,254	7%	45,695	34%	1,471	3%
Roseville city, California			126,327	46,547	71	8,683		42,936	34%	1,380	3%

Source: 2015 American Community Survey, 5-Year Estimates, Table B21001 (Veteran Status for the Civilian Population 18 Years and Over); Table B16002 (Household Language by Household Limited English Speaking Status)

* Denotes block groups which do not lie entirely within the city limits.

Appendix G: Subrecipient Title VI Program – City of Lincoln Materials

Subrecipient Title VI Program – City of Lincoln Materials



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TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

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Non-Discrimination Policy

The City of Lincoln, Lincoln Transit System is committed to ensuring no person is excluded from participation in, or denied the benefits of its transit services or programs on the basis of race, color, or national origin as afforded under Title VI of the Civil Rights Act of 1964.

The City of Lincoln Department of Public Services is responsible for providing leadership, direction, and policy to ensure compliance with Title VI of the Civil Rights Act of 1964 in respect to its transit services. Any person(s) who feels they have been discriminated against is encouraged to report such violations in writing to:

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

OR

You may file a written complaint within 180 days from the alleged incident to:

Federal Transit Administration
Office of Civil Rights
Title VI Program Coordinator
East Building, 5th Floor - TCR
1200 New Jersey Ave., SE
Washington, D.C. 20590

Appendix H: Public Involvement Plan

Public Involvement Plan for the City of Roseville Program for Title VI of the Civil Rights Act of 1964, Public Participation Plan, and Language Assistance Plan

Project Description: As a recipient of federal transportation funding from the Federal Transit Administration (FTA), the City of Roseville (COR) is required to develop a Program for implementation of Title VI of the Civil Rights Act of 1964, including a Public Participation Plan (PPP) and a Language Assistance Plan (LAP). The Title VI Program documents the City of Roseville's efforts to grant all citizens equal access to transit service, and also confirms that the City of Roseville is committed to ensuring that no person is excluded from participation in, or denied the benefits of its services on the basis of race, color, or national origin. The PPP is intended to provide guidance for public involvement activities to be conducted by COR in the expenditure of FTA funds. The PPP requires that all FTA-funded programs, plans or undertakings prepare a Public Involvement Plan that plans for and documents public outreach efforts. The LAP demonstrates that the City of Roseville, as a recipient of FTA funds, takes responsible steps to ensure meaningful access to the benefits, services, information, and other important portions of their programs and activities for individuals who are Limited English Proficient (LEP).

Public Involvement Plan Purpose: This PIP is being developed at the outset of the Title VI project to seek out the viewpoint of the general public as well as minority, low income, and LEP populations as it relates to the above-described project.

Public Involvement Strategies: The following public involvement strategies will be used to engage the public in the review of the above-described project:

- Transportation Commission Public hearing
- City Council Meeting

Public Notification: The following public notification methods will be used to engage the public in the review of the above-described project:

COR Website (translations available for multiple languages)
Roseville Transit email and text message notifications
Social media
Notice of Public Hearing
Post Meeting Agendas for Transportation Commission and City Council
Post notices:

- Roseville Alternative Transportation Division office
- On-board bus kiosks

Appendix I: Public Comments

**Public Comments Received during Public Review of the City of Roseville
Program for Title VI of the Civil Rights Act of 1964, Public Participation
Plan, and Language Assistance Plan**

[A summary of public comments received during public review will be included here]



COUNCIL COMMUNICATION

CC #: 0189
File #: 0800-02

Title: Pleasant Grove Wastewater Treatment Plant Expansion and Energy Recovery Projects - Gas Extension Agreement, Installation of Special Facilities Agreement, and Elevated Delivery Pressure Letter

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

Meeting Date: 7/17/2019
Item #: 7.13.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council approve the Pacific Gas & Electric (PG&E) Gas Extension Agreement (Exhibit A), the Special Facilities Installation Agreement (Exhibit B), and the Regulated Pressure Letter (Exhibit C) for the Pleasant Grove Wastewater Treatment Plant (PGWWTP) Expansion Project (EP) and Energy Recovery Project (ERP) and adopt a resolution authorizing the City Manager to execute the two agreements and the letter on behalf of the City.

BACKGROUND

The City of Roseville (City) owns and operates the PGWWTP on behalf of the South Placer Wastewater Authority (SPWA) partner agencies. The PGWWTP EP will increase the plant's treatment capability by adding primary clarification and anaerobic digestion of primary solids and waste activated sludge. This increase will provide sufficient capacity to accommodate growth within the Pleasant Grove wastewater shed through 2040. The ERP is being conducted as a separate project on City-owned property located adjacent to, and immediately south of, the existing PGWWTP boundary. The ERP provides an opportunity to add energy recovery facilities at the PGWWTP that will beneficially utilize digester gas (which has a high methane fraction) produced by the new treatment processes constructed as part of the EP.

The ERP includes the following facilities: three microturbines (and a possible future fourth unit), receiving facility for High Strength Waste (HSW) (such as pre-processed food waste and fats, oils, and grease), systems for conditioning and upgrading the digester gas to produce renewable compressed nature gas r(CNG) to be used by the City's solid waste collection vehicles, a fueling station and associated parking.

The microturbines will produce some electrical power to offset a portion of the PGWWTP's power demands and the heat needed for the anaerobic digestion process, thereby making it possible for all of the methane generated from the EP to be consumed and converted to heat and electricity.

Construction of the PGWWTP EP and ERP are anticipated to be awarded for design-assist construction concurrently in fall 2019 and are expected to be completed over a 30-month period.

Both the EP and the ERP will require natural gas connections as described below:

- EP - The two new anaerobic digesters will require a constant, regulated temperature, and two hot water boilers will be installed to meet the heat needs of the digesters. The EP will require natural gas to fuel these boilers at a maximum hourly rate of 3,680 MBtu per hour at a pressure of 5 psig.
- ERP - The ERP will require two natural gas supply connections including one each for the following equipment:
 - Microturbines - Natural gas from PG&E will be needed to supplement the processed digester gas flow from the EP to meet the microturbine cogeneration demands. A maximum hourly rate of 9,000 MBtu per hour at a minimum pressure of 100 psig is required to supplement the microturbines.
 - High-pressure compressors that produce rCNG - Natural gas from PG&E will be needed to supplement the digester gas flow from the EP to meet vehicle fuel demands at the high-pressure compressors. Initially, the rCNG fueling will depend solely on natural gas because the digester gas will not be available as digester gas production is the final step of the anticipated 30-month ERP construction period. A maximum hourly rate of 24,140 MBtu per hour at a minimum pressure of 80 psig is required to supplement the microturbines.

PGWWTP is within PG&E's natural gas distribution market, but the plant does not currently have any natural gas service. The proximity of PG&E's high-pressure transmission line to PGWWTP presented an opportunity for the ERP. CNG vehicles require gas at a high pressure, and compressors are used to meet the vehicle fuel pressure requirements. High-pressure compressors are large and have substantial capital costs. Increasing the inlet pressure to these compressors reduces size and capital cost. Because PG&E can supply the ERP with higher pressure gas from its transmission line, smaller CNG compressors have been used in the design to allow the City to avoid the significantly higher cost of the larger CNG compressors. PG&E needs to install a new pipeline, and a new gas metering and regulating facility that will deliver gas from their existing high pressure transmission line (approximate pressure is 500 psig) located just west of PGWWTP to the ERP site to meet the natural gas needs of the EP and ERP.

PG&E anticipates beginning construction at the end of July 2019 and completion of their construction work by the end of September 2019 to assure that there is no conflict in the use of the ERP site between PG&E and the City's ERP Contractor.

FISCAL IMPACT

The cost for the PG&E agreements is \$1,974,153.00. Funding for this PG&E work is provided under the capital improvement projects for the SPWA which has been authorized by the SPWA board for the PGWWTP EP and ERP. These projects are jointly funded between Roseville and the other SPWA Regional Partners. The SPWA approved project funding is sufficient to pay the anticipated total cost of the work.

ECONOMIC DEVELOPMENT / JOBS CREATED

No jobs are expected to be directly created by this action.

ENVIRONMENTAL REVIEW

PG&E's facilities to be installed and maintained per the agreements were previously evaluated in the Initial Study and Mitigated Negative Declaration (IS/MND) Addendum prepared for the PGWWTP EP and ERP (SCH# 2016122040) (Adopted by the City Council November 7, 2018). The granting of these agreements is consistent with the project evaluated in the adopted IS/MND including the addendum; therefore, no additional CEQA action is required.

Respectfully Submitted,

Tracie Mueller, Senior Engineer

Richard Plecker, Environmental Utilities Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 19-335

Exhibit A - Gas Extension Agreement

Exhibit B - Agreement for Installation of Special Facilities

Exhibit C - Elevated Delivery Pressure Letter

RESOLUTION NO. 19-335

APPROVING A GAS AND ELECTRIC EXTENSION AGREEMENT, AGREEMENT FOR INSTALLATION OR ALLOCATION OF SPECIAL FACILITIES, AND A REGULATED PRESSURE LETTER, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THEM ON BEHALF OF THE CITY OF ROSVILLE

WHEREAS, the City of Roseville owns and operates the Pleasant Grove Wastewater Treatment Plant (PGWWTP) on behalf of the South Placer Wastewater Authority (SPWA) partner agencies; and

WHEREAS, the PGWWTP Expansion Project (EP) will increase the plant's treatment capability which will provide sufficient capacity to accommodate growth within the Pleasant Grove wastewater shed through 2040; and

WHEREAS, an Energy Recovery Project (ERP) is being conducted as a separate project on City-owned property adjacent to the PGWWTP boundary; and

WHEREAS, the ERP provides an opportunity to add energy recovery facilities at the PGWWTP that will beneficially utilize digester gas produced by the new treatment processes constructed as part of the EP; and

WHEREAS, both the EP and the ERP will require natural gas connections, and although PGWWTP is within PG&E's natural gas distribution market, the plant does not currently have any natural gas services; and

WHEREAS, PG&E needs to install a new pipeline, and a new gas metering and regulating facility that will deliver gas to the ERP site to meet the natural gas needs of the EP and ERP; and

WHEREAS, in order to begin work on this project, the City will be need to execute a Gas and Electric Extension Agreement, Agreement for Installation or Allocation of Special Facilities, and a Regulated Pressure Letter.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said Gas and Electric Extension Agreement, Agreement for Installation or Allocation of Special Facilities, and Regulated Pressure Letter are hereby approved and the City Manager is authorized to execute them on behalf of the City of Roseville.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

ATTEST:

MAYOR

City Clerk



Gas and Electric Extension Agreement*

June 6, 2019

City of Roseville
2005 Hilltop Circle
Roseville, CA
95747

RE: PGWWTP
5051 Westpark Dr.
Roseville, CA
95747

For Internal Use

Notification #

G-PM

#74020600

E-PM #

Prior MLX/PM #

Customer #

Dear **DOMINICK CASEY**:

We are writing to let you know Pacific Gas and Electric Company (PG&E) will extend its facilities to provide the requested gas and electric service to the project address listed above. PG&E's costs have been developed based on the choices and information provided in your application and may change if you make changes. This letter, including PG&E's tariffs, which are incorporated by reference below, will serve as our contract. As required by the California Public Utilities Commission (CPUC), special facilities will be handled in a separate contract. Please complete the following four steps to execute this contract.

1 Review the following work responsibilities and cost information.

WORK TO BE DONE BY	GAS MAIN		GAS SERVICE		ELECTRIC DISTRIBUTION			ELECTRIC SERVICE		
	Trench	Pipe	Trench	Pipe	Trench	Substr.	Facilities	Trench	Substr.	Facilities
PG&E			X	X						
Customer										

	GAS	ELECTRIC
Total non-refundable project costs	\$150,391	\$
Refundable extension costs	\$206,808.00	\$
Allowances (credit)	-\$50,361.00	-\$
Net refundable amount	=\$156,447.00	=\$

10-YEAR REFUNDABLE OPTION

Net refundable amount	\$156,447.00	\$
Credit for value of design and/or facilities provided by applicant	-\$0.00	-\$
Total non-refundable project costs	+\$150,391.00	+\$
Total (if you select this option)	=\$306,838.00	=\$

NON-REFUNDABLE 50% DISCOUNT OPTION

Net refundable amount	\$156,447.00	\$
Discount: 50% of Net refundable amount	-\$78,223.00	-\$
Credit for value of design and/or facilities provided by applicant	-\$0.00	-\$
Total non-refundable project costs	+\$150,391.00	+\$
Total (if you select this option)	=\$228,615.00	=\$

Potential refund per residential lot/unit	\$0.00	\$
---	--------	----

Potential reimbursement per service completion		
Pressurized or energized system	\$0.00	\$
Not pressurized or energized system	\$0.00	\$

Reimbursement for other work performed	\$0.00	\$
--	--------	----

All amounts listed include the Income Tax Component of Contribution (ITCC) PG&E is required to charge customers, where applicable.

DEFINITIONS AND EXPLANATIONS OF TERMS

(For more detail see rules 15 and 16):

Total non-refundable project costs include costs for work such as electric trench and excavation, conduits, inspections, streetlights, conversion from overhead to underground and contract processing.

Refundable extension costs include costs for facilities such as electric conductor, transformers and poles; gas pipe, gas share of distribution trench and regulators; and meters.

Allowances are a credit against refundable extension costs. They are based upon the number of residential units expected to be connected within the first six months and the expected annual non-residential net (distribution) revenue from your project.

Allowances granted under either option are subject to **deficiency billing** if the number of residential units connected or the annual non-residential net revenue falls below the forecast used to calculate the allowances.

Net refundable amount is the portion of overall costs eligible for refund to you based upon additional residential meters being set or upon increases in non-residential annual net (distribution) revenue. A cost-of-ownership charge is assessed against the Net refundable amount (except for individual residential applicants) per Rule 15.

Potential refund per residential lot/unit is for those lots/units for which you did not already receive an allowance (i.e., units not expected to be connected in the first six months). Any refunds may be decreased or eliminated by cost-of-ownership charges assessed under the provisions of Rule 15.

Potential reimbursement per service completion is the amount to which a customer may be entitled for performing certain service connection work PG&E would otherwise perform when installing service extensions and are not to be confused with refunds.

Reimbursement for other work performed is the amount to which a customer may be entitled for performing certain work (other than service completions) that normally is PG&E's responsibility.

BARCODE



Gas and Electric Extension Agreement

2 Select one of the following payment options.

- ☐ 10-Year Refundable Option for Gas and Electric
- ☐ Non-Refundable 50 Percent Discount Option for Gas and Electric
- ☐ 10-Year Refundable Option for Gas and Non-Refundable 50 Percent Discount Option for Electric
- ☐ Non-Refundable 50 Percent Discount Option for Gas and 10-Year Refundable Option for Electric

Gas		Electric		Advance		Total Due
\$306,838.00	+		-	\$112,164	=	\$ 194,674
\$228,615.00	+		-	\$112,164	=	\$ 116,451
	+		-		=	
	+		-		=	

3 Review these important terms and conditions.

This Gas and Electric Extension Agreement is controlled by, and incorporates by reference, PG&E's tariffs, including Gas and Electric rules 2, 15, and 16; the Distribution and Service Extension Agreement-Provisions (Form 62-0982) and the General Terms & Conditions for Gas and Electric Extension & Service Construction by Applicant (Form 79-716), all as approved and authorized by the CPUC. This agreement at all times shall be subject to such modifications as the CPUC may direct from time to time in the exercise of its jurisdiction.

You can view PG&E's tariffs online at pge.com/tariffs or contact the PG&E representative listed below. Additional details underlying the amounts shown in this agreement, as well as the calculation of allowances, refunds or deficiency bills can also be provided by your local PG&E representative.

4 After completing steps 1, 2 and 3 and having checked one, but only one, of the four payment options above, please complete and return the following items to PG&E.

- Sign and return this contract as indicated below.
- Submit the Payment Coupon with Total Due based on your option selected.
- Sign and return the enclosed Statement of Applicant's Contract Anticipated Costs (SACAC) [Form 79-1003] (explanation in box to the right).

Please provide your payment and required forms within 90 days from **June 6, 2019**. PG&E is not bound by the costs set forth above if payment and the signed forms are not received by PG&E within 90 days.

If you have any questions, please contact **Steve Moorleghen** at **925-244-3529** or by email at **Steve.Moorleghen@pge.com**.

ADDITIONAL INFORMATION

What is the SACAC form?

Under PG&E's rules 15 and 16 you have a choice: you can perform the work yourself, hire a qualified contractor to perform the work or hire PG&E to do the work. We are required by the CPUC to provide you with PG&E's costs.

This form identifies our cost for the refundable service that is PG&E's responsibility to install. PG&E's costs were developed based on your choices within the application and may change if you change that choice.

How do I fill out the SACAC?

If you want to do this work yourself or have a qualified contractor do this work, please enter your estimated costs in the section of the SACAC form entitled "Applicant Costs" or check the box in the section entitled "Applicant's Election Not To Provide Costs," sign and return to PG&E. PG&E will send you a revised agreement by return mail only if you choose to provide your estimated costs.

If you want PG&E to do this work, please check the section "Applicant's Election Not to Provide Costs," sign and return the SACAC form along with a check for the Total Due based on the option you selected above.

You must return the completed SACAC form to PG&E regardless of who you choose to do the work.

Please follow payment instructions found on your Payment Coupon.

Pacific Gas and Electric Company

This contract has been reviewed and approved by:

David R. Lewis

Director, Wholesale Marketing & Business Development

Customer

Agreed and accepted by:

Customer's Legal Name _____

Title _____

Signature _____

Date _____

BARCODE



GAS RULE NO. 2
DESCRIPTION OF SERVICE

Sheet 1

A. GENERAL

1. GAS SOURCE

The natural gas supplied by PG&E is obtained from California Production and from outside of the state of California. This natural gas may consist of any combustible gas or gases so produced, altered only by removal of any condensible constituents or of injurious impurities and by the addition of a warning odorant. Customers using gas supplied by PG&E for processes that are affected by impurities in excess of specified minimum levels are responsible for testing gas supplied and for rendering the gas suitable for their intended uses. (T)

Except as provided in this Rule, the utility makes no warranties as to the nature, composition, or properties of the natural gas supplied, and the obligations set forth in this Rule are exclusive and in lieu of all other warranties, guaranties, or liabilities, express or implied, arising by law or otherwise (including without limitation any obligations of the utility with respect to fitness, merchantability, and consequential damages).

2. BILLING VOLUME

Natural gas volumes for billing purposes shall be determined by applying the monthly metered volume to any applicable conversion adjustment factors in accordance with this Rule.

3. HEATING VALUE

The heating value of natural gas as supplied by PG&E will vary from time to time and from place to place depending upon the sources being drawn upon. The normal range of heating value is from 750 to 1150 BTU per standard cubic foot of gas at 14.73 psia and 60 degrees Fahrenheit (dry basis).

4. GAS DELIVERIES

a. GAS SERVICE STANDARDS

Gas deliveries shall be in conformance with the standards specified in the California Public Utilities Commission, General Order No. 58-A.

(Continued)



GAS RULE NO. 2
DESCRIPTION OF SERVICE

Sheet 2

A. GENERAL (Cont'd.)

4. GAS DELIVERIES (Cont'd.)

b. STANDARD DELIVERY PRESSURE

Gas will normally be delivered at PG&E's standard delivery pressure of (T)
seven inches of water column. This pressure supplied to domestic and (T)
commercial customers shall not vary more than fifty percent above or below
the standard delivery pressure. No variation in pressure from the standard (T)
pressure of two inches or more of water column shall occur in a time less
than fifteen minutes, excepting momentary fluctuations on individual services
caused by the operations of customer's appliances or fluctuations caused
by reasonable natural gas regulator buildups. (T)

c. HIGHER-THAN-STANDARD DELIVERY PRESSURE

Upon request of the customer and at the option of PG&E, gas will be
delivered at a pressure higher than standard delivery pressure where such
higher pressure is available from existing facilities. PG&E, however, retains
the right to decrease at any time the higher delivery pressure to a delivery
pressure not less than the standard delivery pressure.

5. APPLIANCE INSPECTION

PG&E will inspect and adjust as necessary its customers' gas appliances in order
to assure satisfactory pilot and/or burner flame characteristics for safe and proper
operation whenever a changed gas supply is determined by PG&E to not be (T)
interchangeable with the previous gas supply. (T)

(Continued)

Advice 2618-G
Decision GO96A

Issued by
Robert S. Kenney
Vice President, Regulatory Affairs

Date Filed March 21, 2005
Effective August 3, 2005
Resolution _____



GAS RULE NO. 2
DESCRIPTION OF SERVICE

Sheet 3

B. DETERMINATION OF THERMS TO BE BILLED

The BTU factor applied to the metered volume will be determined from the average heating value of gas deliveries to that BTU area divided by 1,000. The average heating value in the BTU area is based on the average of the BTU values associated with the billing usage period. For example, if the billing usage period is four (4) weeks, the average BTU value will be calculated by averaging the BTU value of the four (4) weeks ending on the Monday (or on Tuesday if Monday is a holiday) approximately one week prior to the week that bills are processed.

(D)
(N)
|
|
|
|
(N)

However, if measurement systems exist that are capable of determining more frequent actual average heating values, then the actual average heating value may be applied to the measurement cycle (e.g., continuously, hourly, weekly, or monthly) that is used to determine billing for a specific account. The average heating value is converted to a therm multiplier for use in determining a billing factor.

(N)
|
|
|
(N)

For natural gas collection areas, the reported heating value for each area shall be used.

(N)
(N)

1. CUSTOMERS SUPPLIED AT STANDARD DELIVERY PRESSURE

Where gas is metered at the standard delivery pressure, a billing factor will be used. This billing factor will be the product of the appropriate value from the following table, and the applicable conversion adjustment factor.

(T)
|
(T)

Group	Elevation Above Mean Sea Level	Value
A	0 – 999 Feet	1.000
B	1,000 – 1,999 Feet	0.965
C	2,000 – 2,999 Feet	0.932
D	3,000 – 3,999 Feet	0.900
E	4,000 – 4,999 Feet	0.868
F	5,000 – 5,999 Feet	0.838

At PG&E's option, where the utility has access to and the capability to use more specific elevation data, this elevation data may be substituted when determining the value listed above for computing customer billing factors.

(N)
|
(N)

The number of therms to be billed will be determined by multiplying the difference in metered volumes by the billing factor.

(T)

(Continued)



GAS RULE NO. 2
DESCRIPTION OF SERVICE

Sheet 4

B. DETERMINATION OF THERMS TO BE BILLED (Cont'd.)

2. ALL OTHER ACCOUNTS

When gas is metered at a pressure higher than the standard delivery pressure, (T)
the volume as measured will be adjusted to the standard pressure base of (T)
14.73 psia.

In adjusting the metered gas volume to the standard pressure base of 14.73 psia,
the standard barometric pressure assumed to exist at the meter for various
altitudes shall be taken from the following table:

STANDARD BAROMETRIC PRESSURES OF VARIOUS ALTITUDE ZONES		
Altitude Zone Number	Elevation Limits Between Which Standard Barometric Pressure Is To Be Used (Feet)	Standard Barometric Pressure (psia)
1	-200 : 199	14.73
2	200 : 599	14.53
3	600 : 999	14.32
4	1,000 : 1,399	14.12
5	1,400 : 1,799	13.92
6	1,800 : 2,199	13.72
7	2,200 : 2,599	13.53
8	2,600 : 2,999	13.33
9	3,000 : 3,399	13.14
10	3,400 : 3,799	12.96
11	3,800 : 4,199	12.77
12	4,200 : 4,599	12.59
13	4,600 : 4,999	12.41
14	5,000 : 5,399	12.23
15	5,400 : 5,799	12.06
16	5,800 : 6,199	11.89

At PG&E's option, where the utility has access to and the capability to use more (N)
specific elevation data, this elevation data and the related barometric pressure |
value may be substituted for the barometric pressure values listed above. (N)

(Continued)

Advice 2618-G
Decision GO96A

Issued by
Robert S. Kenney
Vice President, Regulatory Affairs

Date Filed March 21, 2005
Effective August 3, 2005
Resolution



GAS RULE NO. 2
DESCRIPTION OF SERVICE

Sheet 5

B. DETERMINATION OF THERMS TO BE BILLED (Cont'd.)

2. ALL OTHER ACCOUNTS (Cont'd.)

The number of therms delivered to a customer in each billing period will normally be determined by multiplying the metered volume of gas by the product of all the appropriate conversion adjustment factors.

(T)
(D)

3. VOLUME CORRECTION FOR GAS TEMPERATURE

(N)

Correction for gas temperature will be made when average usage exceeds 1,000,000 cubic feet per month. If average usage is 1,000,000 cubic feet per month or less, temperature correction may be made at PG&E's option. When correction for temperature is made, it will be made to a base temperature of 60 degrees F.

(T)
|
|
|
(T)

C. SPECIAL FACILITIES

1. PG&E normally installs only those standard facilities which it deems necessary to provide regular service at standard delivery pressure in accordance with the tariff schedules. Where the applicant requests PG&E to install special facilities and PG&E agrees to make such an installation, the additional costs thereof shall be borne by the applicant, including such ownership costs as may be applicable.
2. Special facilities are (a) facilities requested by an applicant, which are in addition to or in substitution for standard facilities which PG&E would normally provide for delivery of service at one point, through one meter, under its tariff schedules or (b) a pro rata portion of the facilities requested by an applicant, allocated for the sole use of such applicant, which would not normally be allocated for such sole use. Unless otherwise provided by PG&E's filed tariff schedules, special facilities will be installed, owned and maintained or allocated by PG&E as an accommodation to the applicant only if acceptable for operation by PG&E and the reliability of service to PG&E's other customers is not impaired.

(Continued)

Advice 2618-G
Decision GO96A

Issued by
Robert S. Kenney
Vice President, Regulatory Affairs

Date Filed March 21, 2005
Effective August 3, 2005
Resolution



GAS RULE NO. 2
DESCRIPTION OF SERVICE

Sheet 6

C. SPECIAL FACILITIES (Cont'd.)

3. Special facilities will be installed under the terms and conditions of a contract in the form on file with the California Public Utilities Commission. Such contract will include, but is not limited to, the following general terms and conditions.

- a. Where new facilities are to be installed for applicant's use as special facilities, the applicant shall advance to PG&E the estimated additional installed cost of the special facilities over the estimated cost of standard facilities. PG&E, at its option, may finance the new facilities.
- b. A monthly Cost-of-Ownership charge shall be paid by applicant for its special facilities.

Type of Facility	Financing	Monthly Charge	
Transmission	Customer	0.50% of the amount advanced	
	PG&E	1.17% of the additional cost	
Distribution	Customer	0.86% of the amount advanced	(R)
	PG&E	1.36% of the additional cost	(R)

- c. Where existing facilities are allocated for applicant's use as special facilities, the applicant shall pay the applicable monthly Cost of Ownership charge for the special facilities based on a percentage specified in 3.b. above of the estimated installed cost of that portion of the existing facilities which is allocated to the applicant.
- d. Where PG&E determines the collection of continuing monthly Cost of Ownership charges is not practicable, the applicant will be required to make an equivalent one-time payment in lieu of the monthly cost of ownership charges.
- e. All monthly Cost of Ownership charges shall be reviewed and refiled with the California Public Utilities Commission when changes occur in PG&E's costs of providing such services.



GAS RULE NO. 15
GAS MAIN EXTENSIONS

Sheet 1

APPLICABILITY: This rule is applicable to the extension of gas Distribution Mains* necessary to furnish Permanent Service to Applicants, and will be made in accordance with the following provisions:

A. GENERAL

1. DISTRIBUTION MAIN EXTENSION BASIS

- a. **DESIGN.** PG&E will be responsible for planning, designing, and engineering Distribution Main Extensions using PG&E's standards for material, design, and construction. Applicants may elect to use the Applicant Design Option provisions of this Rule to design that portion of the new Distribution Main Extension normally designed by PG&E. (T)
- b. **OWNERSHIP.** The Distribution Main Extension facilities installed under the provisions of this Rule shall be owned, operated, and maintained by PG&E, except for Substructures and enclosures that are on, under, within, or part of a building or structure.
- c. **PRIVATE LINES.** PG&E shall not be required to serve any Applicant from Distribution Main Extension facilities that are not owned, operated, and maintained by PG&E.

2. DISTRIBUTION MAIN EXTENSION LOCATIONS

- a. **RIGHTS-OF-WAY.** PG&E will own, operate, and maintain Distribution Main Extension facilities only:
 - 1) along public streets, alleys, roads, highways, and other publicly dedicated ways and places which PG&E has the legal right to occupy (franchise areas), and
 - 2) on public lands and private property across which easements and permits satisfactory to PG&E may be obtained without cost to or condemnation by PG&E.
- b. **NORMAL ROUTE OF LINE.** The length and normal route of a Distribution Main Extension will be determined by PG&E and considered as the distance along the shortest, most practical, available, and acceptable route which is clear of obstructions from PG&E's nearest permanent and available distribution facility to the point from which the service facilities will be connected.

* Certain words beginning with capital letters are defined either within the provisions of this rule or in Section I of this rule.

(Continued)



GAS RULE NO. 15
GAS MAIN EXTENSIONS

Sheet 2

A. GENERAL (Cont'd.)

3. SPECIAL OR ADDED FACILITIES. Any special or added facilities PG&E agrees to install at the request of Applicant will be installed at Applicant's expense in accordance with Rule 2—Description of Service.
4. TEMPORARY SERVICE. Facilities installed for temporary service or for operations of speculative character or questionable permanency shall be made in accordance with the fundamental installation and ownership provisions of this rule, except that all charges and refunds shall be made under the provisions of Rule 13—Temporary Service.
5. SERVICES. Service facilities connected to the Distribution Mains to serve a customer's premises will be installed, owned, and maintained as provided in Rule 16—Gas Service Extensions.
6. CONTRACTS. Each Applicant requesting a Distribution Main Extension may be required to execute a written contract(s) prior to PG&E performing its work on the Distribution Main Extension. Such contracts shall be in the form on file with the California Public Utilities Commission (Commission). (T)
(T)

B. INSTALLATION RESPONSIBILITIES

1. APPLICANT RESPONSIBILITY. In accordance with PG&E's design, specifications, and requirements, Applicant is responsible for:
 - a. SUBSTRUCTURES. Furnishing, installing, and upon acceptance by PG&E, conveying to PG&E ownership of all necessary installed Substructures; and,
 - b. PROTECTIVE STRUCTURES. Furnishing, installing, and upon acceptance by PG&E, conveying to PG&E ownership of all necessary Protective Structures.

(Continued)

Advice	2081-G	Issued by	Date Filed	May 11, 1998
Decision	97-12-098	Robert S. Kenney	Effective	July 1, 1998
		Vice President, Regulatory Affairs	Resolution	



GAS RULE NO. 15
GAS MAIN EXTENSIONS

Sheet 3

B. INSTALLATION RESPONSIBILITIES (Cont'd.)

2. PG&E RESPONSIBILITY. PG&E is responsible for the installation of Distribution Main, valves, regulators, and other related distribution equipment required to complete the Distribution Main Extension, including all necessary Trenching, backfilling, and other digging as required. (T)

The Applicant may elect to provide the trench, as discussed in Section B.3.b. If Applicant chooses to perform the Trenching, it must also secure permits from the governmental authority having jurisdiction. If Applicant qualifies for an extension allowance under Section C, PG&E will provide Applicant with a reimbursement or credit for PG&E's project-specific estimated cost-per-foot of trench.

3. INSTALLATION OPTIONS

- a. PG&E-PERFORMED WORK. Where requested by Applicant and mutually agreed upon, PG&E may furnish and install the Substructures and/or Protective Structures, provided Applicant pays PG&E its total estimated installed cost.
- b. APPLICANT-PERFORMED WORK. Applicant may elect to install that portion of the new Distribution Main Extension normally installed by PG&E, in accordance with PG&E's design and specifications, using qualified contractors. (See Section G, Applicant Installation Option.) (T)

C. EXTENSION ALLOWANCES

1. GENERAL. PG&E will complete a Distribution Main Extension without charge provided PG&E's total estimated installed cost does not exceed the allowances from bona-fide loads to be served by the Distribution Main Extension within a reasonable time, as determined by PG&E. The allowance will first be applied to the Residential Service Facilities, in accordance with Rule 16. Any excess allowance will be applied to the Distribution Main Extension to which the Service Extension is connected. The allowance for non-residential applicants will be applied to the combined refundable cost of the Distribution and Service Extensions. (T)

(Continued)



GAS RULE NO. 15
GAS MAIN EXTENSIONS

Sheet 4

C. EXTENSION ALLOWANCES (Cont'd.)

2. **BASIS OF ALLOWANCES.** Allowances shall be granted to an Applicant for Permanent Service; or to an Applicant for a subdivision or development under the following conditions:
 - a. PG&E is provided evidence that construction will proceed promptly and financing is adequate; and
 - b. Applicant has submitted evidence of building permit(s) or fully-executed home purchase contract(s) or lease agreement(s); or
 - c. Where there is equivalent evidence of occupancy or gas usage satisfactory to PG&E.

The allowances in Section C.3 and C.4 are based on a revenue-supported methodology using the following formula:

$$\text{Allowance} = \frac{\text{Net Revenue}}{\text{Cost-of-Service Factor}}$$

where the Cost of Service Factor is the annualized utility-financed Cost of Ownership as stated in Gas Rule 2.

3. **RESIDENTIAL ALLOWANCES.** The allowance for Distribution Main Extensions, Service Extensions, or a combination thereof, for Permanent Residential Service per meter or residential dwelling unit, on a per-unit basis, is as follows:

Water Heating	\$728 (I)
Space Heating	\$890 (I)
Oven/Range	\$ 79 (I)
Dryer Stub	\$ 30 (I)

(Continued)

Advice 3906-G
Decision 07-07-019

Issued by
Robert S. Kenney
Vice President, Regulatory Affairs

Date Filed	November 6, 2017
Effective	January 1, 2018
Resolution	



GAS RULE NO. 15
GAS MAIN EXTENSIONS

Sheet 5

C. EXTENSION ALLOWANCES (Cont'd.)

4. **NON-RESIDENTIAL ALLOWANCES.** The allowance for Distribution Main Extensions, Service Extensions, or a combination thereof, for Permanent Non-Residential service is determined by PG&E using the formula in Section C.2.

Where the Distribution Main Extension will serve a combination of residential and non-residential meters, residential allowances will be added to the non-residential allowances.

5. **SEASONAL, INTERMITTENT, AND INSIGNIFICANT LOADS.** When Applicant requests service that requires an extension to serve loads that are seasonal or intermittent, the allowance for such loads shall be determined using the formula in Section C.2. No allowance will be provided where service is used only for emergency purposes, or for Insignificant Loads.

D. CONTRIBUTIONS OR ADVANCES BY APPLICANT

1. **GENERAL.** Contributions or Advances by an Applicant to PG&E for the installation of a Distribution Main Extension to receive PG&E service consists of such things as cash payments, the value of the facilities deeded to PG&E, and the value of Trenching performed by Applicant.

(D)

2. **PROJECT-SPECIFIC COST ESTIMATES.** PG&E's total estimated installed cost will be based on a project-specific estimated cost.

(D) (T)

3. **CASH ADVANCE.** A cash advance will only be required if Applicant's excess allowance is less than PG&E's total estimated installed cost to complete a Distribution Main Extension.

(T)

(Continued)



GAS RULE NO. 15
GAS MAIN EXTENSIONS

Sheet 6

D. CONTRIBUTIONS OR ADVANCES BY APPLICANT (Cont'd.)

4. **POSTPONEMENT.** At PG&E's option, the payment of that portion of such an advance that PG&E estimates would be refunded within six (6) months under provisions of this rule may be postponed for six (6) months if: (1) PG&E is provided evidence the construction will proceed promptly and financing is adequate; (2) Applicant has submitted evidence of building permits(s) or fully executed home purchase contract(s) or lease agreement(s); or (3) where there is equivalent evidence of occupancy or gas usage satisfactory to PG&E; and (4) Applicant agrees in writing to pay at the end of six (6) months all amounts not previously Advanced.
5. **TAX.** All Contributions and Advances by Applicant are taxable and shall include an Income Tax Component Contribution (ITCC) at the rate provided in PG&E's Preliminary Statement. ITCC Tax will be either refundable or non-refundable in accordance with the corresponding Contribution.
6. **REFUNDABLE AND NON-REFUNDABLE AMOUNTS.** Applicant shall advance or contribute, before the start of PG&E's construction, the following:
 - a. **REFUNDABLE AMOUNT.** Applicant's refundable amount is the portion of PG&E's total estimated installed cost, including taxes, to complete the Distribution Main Extension (including distribution regulators, PG&E's estimated value of the Distribution Trenching, and any non-residential service facilities, and excluding Betterment), that exceeds the amount of the Distribution Main Extension allowance determined in Section C; or,
 - b. **NON-REFUNDABLE DISCOUNT OPTION.** In lieu of contributing the refundable amount determined in Section D.6.a, Applicant has the option of contributing, on a non-refundable basis, fifty percent (50%) of such refundable amount, plus (T)
 - c. **OTHER NON-REFUNDABLE AMOUNTS.** Applicant's non-refundable amount is PG&E's estimated value of the Substructures, Protective Structures, required by PG&E for the Distribution Main Extension under Section B.1.
7. **JOINT APPLICANTS.** The total Contribution or Advance from a group of Applicants will be apportioned among the members of the group in such manner as they may mutually agree.

(Continued)



GAS RULE NO. 15
GAS MAIN EXTENSIONS

Sheet 7

D. CONTRIBUTIONS OR ADVANCES BY APPLICANT (Cont'd.)

8. PAYMENT ADJUSTMENTS.

- a. **CONTRACT COMPLIANCE.** If, after six (6) months following the date PG&E is first ready to serve residential loads for which allowances were granted (one (1) year for non-residential loads), Applicant fails to take service, or fails to use the service contracted for, Applicant shall pay PG&E an additional Contribution or Advance, based on the allowances for the revenues actually generated.
- b. **EXCESS FACILITIES.** If the loads provided by Applicant(s) result in PG&E installing facilities which are in excess of those needed to serve the actual loads, and PG&E elects to reduce such excess facilities, Applicant shall pay PG&E its estimated total cost to remove, abandon, or replace its excess facilities, less the estimated salvage value of any removed facilities.

E. REFUND BASIS

1. **GENERAL.** Refunds are based on the allowances and conditions in effect at the time the contract is signed. Residential Allowances: the allowance in excess of that needed for the Residential Service Extension in accordance with Rule 16 will be applied to the Distribution Main Extension to which the Service Extension is connected. Non-Residential Allowances: the allowances for non-residential applicants will be applied to the combined refundable cost of the Distribution and Service Extension.
2. **TOTAL REFUNDABLE AMOUNT.** The total amount subject to refund is the sum of the refundable amounts made under Section D.6. (T)
3. **REFUND PERIOD.** The total refundable amount is subject to refund for a period of ten (10) years after the Distribution Main Extension is first ready for service.
4. **RESIDENTIAL.** Refunds will be made on the basis of a new customer's Permanent Load which produces additional revenues to PG&E. The refund will be deducted from the total refundable amount, and the remaining amount subject to refund represents that portion of the Distribution Main Extension cost not supported by revenues. (See Section E.11 for series refund provisions.)
5. **NON-RESIDENTIAL.** PG&E shall be responsible for reviewing Applicant's actual base annual revenue for the first three (3) years from the date PG&E is first ready to serve. Applicant shall be responsible for notifying PG&E if new, permanent load is added from the fourth (4th) through the tenth (10th) year from the date first ready to serve. Such review shall determine if the additional revenue supports any refunds to the Applicant. (See Section E.11 for series refund provisions.)

(Continued)



GAS RULE NO. 15
GAS MAIN EXTENSIONS

Sheet 8

E. REFUND BASIS (Cont'd.)

6. UNSUPPORTED DISTRIBUTION MAIN EXTENSION COST. When any portion of a refundable amount has not qualified for a refund at the end of thirty-six (36) months from the date PG&E is first ready to serve, Applicant will pay to PG&E a monthly Cost of Ownership charge (Gas Rule 2 applicant-financed Cost of Ownership percentage) on the remaining refundable balance. Monthly Cost of Ownership charges are in addition to the refundable amount, and will normally be accumulated and deducted from refunds due Applicant. This provision does not apply to individual residential Applicants. (T)
|
(T)
7. REFUND TIMING. Refunds will be made without interest within ninety (90) days after the date of first service to new permanent loads, except that refunds may be accumulated to a fifty dollar (\$50) minimum, or the total refundable balance, if less than fifty dollars (\$50).
8. MAXIMUM REFUND. No refund shall be made in excess of the refundable amount nor after a period of ten (10) years from the date PG&E is first ready to serve. Any unrefunded amount remaining at the end of the ten (10) year period shall become the property of PG&E.
9. PREVIOUS RULES. Refundable amounts paid, Contributed, or Advanced under conditions of a rule previously in effect will be refunded in accordance with the provisions of such earlier rule.
10. JOINT APPLICANTS. When two (2) or more parties make joint Contributions or Advances on the same Distribution Main Extension, refunds will be distributed to these parties in the same proportion as their individual Contributions or Advances bear to the total refundable amount, or as they may mutually agree.
11. SERIES OF DISTRIBUTION MAIN EXTENSIONS. Where there are a series of Distribution Main Extensions, commencing with a Distribution Main Extension having an outstanding amount subject to refund, and each Distribution Main Extension is dependent upon the previous Distribution Main Extension as a direct source of supply, a series refund will be made as follows:
 - a. Additional service connections supplied from a Distribution Main Extension on which there is a refundable amount will provide refunds first to the Distribution Main Extension to which they are connected; and
 - b. When the amount subject to refund on a Distribution Main Extension in a series is fully refunded, the excess refundable amount will provide refunds to the Distribution Main Extension having the oldest outstanding amount subject to refund in the series.

(Continued)

Advice 2885-G-A
Decision 07-07-019

Issued by
Brian K. Cherry
Vice President
Regulatory Relations

Date Filed February 20, 2008
Effective May 12, 2008
Resolution



GAS RULE NO. 15
GAS MAIN EXTENSIONS

Sheet 9

F. APPLICANT DESIGN OPTION

(T)

1. **COMPETITIVE BIDDING.** When Applicant selects competitive bidding, the Distribution Main Extension may be designed by Applicant's qualified contractor or sub-contractor, but the design must be in accordance with PG&E's design and construction standards. All applicant design work of gas and electric facilities must be performed by or under the direction of a licensed professional engineer and all design work submitted to PG&E must be certified by an appropriately licensed professional engineer, consistent with the applicable federal, state, and local codes and ordinances. The applicant design option is available to Applicants for new service and is not available for replacement, reinforcement, or relocation of existing systems, where there is no applicant for new line or service extension work. Under this option, the following applies:
 - a. Applicant shall notify PG&E, in a manner acceptable to PG&E.
 - b. Applicant designs shall conform to all applicable federal, state and local codes and ordinances for utility installations (such as, but not limited to the California Business and Professions Code).
 - c. PG&E may require applicant designers to meet its pre-qualification requirements prior to participating in applicant design.
 - d. Applicant designers shall obtain PG&E's design and construction standards and specifications prior to performing applicant design. PG&E may charge for any of these services.

(Continued)

<i>Advice</i>	2452-G	<i>Issued by</i>	<i>Date Filed</i>	April 9, 2003
<i>Decision</i>	97-12-099 , 95-12-013	Robert S. Kenney	<i>Effective</i>	May 19, 2003
		<i>Vice President, Regulatory Affairs</i>	<i>Resolution</i>	



GAS RULE NO. 15
GAS MAIN EXTENSIONS

Sheet 10

F. APPLICANT DESIGN OPTION (Cont'd.)

(T)

1. COMPETITIVE BIDDING (Cont'd.)

- e. PG&E will perform one plan check on each applicant design project at no expense to Applicant. All subsequent plan checks will be at Applicant's expense.
- f. For designs performed by a non-utility designer, PG&E will credit Applicant with the amount of PG&E's design bid less appropriate charges such as for plan checking, changes, or revisions.
- g. In the case of Applicant designed projects requiring an advance, PG&E will deduct the design credit from Applicant's advance.
- h. If no advance is required, PG&E will reimburse/refund the Applicant for the cost of the design after the Distribution Main Extension is first ready to serve.
- i. PG&E shall perform all project accounting and cost estimating.

(D)

(Continued)

Advice 2452-G
Decision 97-12-099 , 95-
12-013

Issued by
Robert S. Kenney
Vice President, Regulatory Affairs

Date Filed April 9, 2003
Effective May 19, 2003
Resolution _____



GAS RULE NO. 15
GAS MAIN EXTENSIONS

Sheet 11

G. APPLICANT INSTALLATION OPTION

1. **COMPETITIVE BIDDING.** When Applicant selects competitive bidding, the Distribution Main Extension may be installed by Applicant's qualified contractor or subcontractor in accordance with PG&E design and specifications. Under this option, the following applies:

- | | |
|---|---------------------------|
| a. Upon completion of Applicant's installation, and acceptance by PG&E, ownership of such facilities will transfer to PG&E. | (D)
(T) |
| b. Applicant shall provide to PG&E, prior to PG&E preparing the line extension contact, the Applicant's Contract Anticipated Costs subject to refund to perform the work normally provided by PG&E. The Applicant shall submit, on a form provided by PG&E, a statement of such costs. If the Applicant elects not to provide such costs to PG&E, the Applicant shall acknowledge its election on the form and PG&E will use its estimated costs. | (N)

(N) |
| c. Applicant shall pay to PG&E, subject to the refund and allowance provisions of Rules 15 and 16, PG&E's estimated cost of work performed by PG&E for the Distribution Main Extension, including the estimated costs of design, administration, and installation of any additional facilities. | (T)

(T) |
| d. The lower of PG&E's estimated refundable costs, or Applicant's Contract Anticipated Costs, as reported in G.1.b., for the work normally performed by PG&E, shall be subject to the refund and allowance provisions of Rules 15 and 16. | (N)

(N) |
| e. Applicant shall pay to PG&E the estimated cost of PG&E's inspection, which shall be a fixed amount not subject to reconciliation. Such inspection costs may be subject to otherwise available allowances up to the difference between the Applicant's Contract Anticipated Costs as reported in G.1.b. and PG&E's estimated costs for performing the same work, but not to exceed PG&E's estimated costs. | (N)

(N) |
| f. Only duly authorized employees of PG&E are allowed, to connect to, disconnect from, or perform any work upon PG&E's facilities. | |

(Continued)



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GAS RULE NO. 15
GAS MAIN EXTENSIONS

Sheet 12

G. APPLICANT INSTALLATION OPTION (Cont'd.)

(L)

2. **MINIMUM CONTRACTOR QUALIFICATIONS.** Applicant's contractor or subcontractor (QC/S) shall:
 - a. Be licensed in California for the appropriate type of work, such as, but not limited to, gas and general.
 - b. Employ workmen properly qualified for the specific skills required (plastic fusion, welding, etc.).
 - c. Comply with applicable laws (Equal Opportunity regulations, OSHA, EPA, etc.)
3. **OTHER CONTRACTOR QUALIFICATIONS.** An Applicant for service who intends to employ a QC/S also should consider whether the QC/S:
 - a. Is technically competent.
 - b. Has access to proper equipment.
 - c. Demonstrates financial responsibility commensurate with the scope of the contract.
 - d. Has adequate insurance coverage (worker's compensation, liability, property damage, etc.).
 - e. Is able to furnish a surety bond for performance of the contract, if required.

(L)

(Continued)

Advice 2458-G-C
Decision 03-03-032,03-08-
 078,03-09-054

Issued by
Robert S. Kenney
Vice President, Regulatory Affairs

<i>Date Filed</i>	April 21, 2004
<i>Effective</i>	July 1, 2004
<i>Resolution</i>	G-3364



GAS RULE NO. 15
GAS MAIN EXTENSIONS

Sheet 13

(L)

H. SPECIAL CONDITIONS

1. **FACILITY RELOCATION OR REARRANGEMENT.** Any relocation or rearrangement of PG&E's existing facilities, at the request of or to meet the convenience of an Applicant or customer, and agreed upon by PG&E, normally shall be performed by PG&E at Applicant's expense. Where new facilities can be constructed in a separate location, before abandonment or removal of any existing facilities, and Applicant requests to perform the new construction work, it can be performed under the applicable provisions of Section G, Applicant Installation Options.

In all instances, PG&E shall abandon or remove its existing facilities at the option of PG&E. Applicant or customer shall be responsible for the costs of all related relocation, rearrangement, and removal work.

2. **PERIODIC REVIEW.** PG&E will periodically review the factors it uses to determine its residential allowances, nonrefundable discount option percentage rate, and cost of service factor stated in this rule. If such review results in a change of more than five percent (5%), PG&E will submit a tariff revision proposal to the Commission for review and approval. Such proposed changes shall be submitted no sooner than six (6) months after the last revision.

Additionally, PG&E shall submit by advice letter proposed tariff revisions, which result from other relevant Commission decisions, to the allowance formula for calculating line and service extension allowances.

(Continued)

<i>Advice</i>	2458-G-C	<i>Issued by</i>	<i>Date Filed</i>	April 21, 2004
<i>Decision</i>	03-03-032,03-08- 078,03-09-054	Robert S. Kenney <i>Vice President, Regulatory Affairs</i>	<i>Effective</i>	July 1, 2004
			<i>Resolution</i>	G-3364



GAS RULE NO. 15
GAS MAIN EXTENSIONS

Sheet 14

H. SPECIAL CONDITIONS (Cont'd.)

3. **EXCEPTIONAL CASES.** When the application of this rule appears impractical or unjust to either party or the ratepayers, PG&E or Applicant may refer the matter to the Commission for a special ruling, or for the approval of special condition(s) which may be mutually agreed upon.
4. **SERVICE FROM TRANSMISSION LINES.** PG&E will not tap a gas transmission line except at its option, when conditions in its opinion justify such a tap. Such taps are made in accordance with the provisions of this rule.

I. DEFINITIONS FOR RULE 15

ADVANCES: Cash payments made to PG&E prior to the initiation of any work done by PG&E which is not covered by allowances.

APPLICANT: A person or agency requesting PG&E to supply gas service.

APPLICANT'S CONTRACT ANTICIPATED COST: The cost estimate provided by the Applicant's contractor to the Applicant for performing the applicable refundable work, as stated on the Statement of Applicant's Contract Anticipated Costs (Form 79-1003), or in the case where the work is performed by the Applicant, the Applicant's own cost estimate on the signed form.

(N)
|
(N)

BETTERMENT: Facilities installed for PG&E's operating convenience such as, but not limited to the following: to improve gas flow or correct poor pressure conditions, to increase line capacity available to an existing system, to permit pressure conversion of an area, or to install proportionally larger pipe than necessary to provide for future load growth, will be installed at the expense of PG&E.

(L)
|
(L)

(Continued)

<i>Advice</i>	2458-G-C	<i>Issued by</i>	<i>Date Filed</i>	April 21, 2004
<i>Decision</i>	03-03-032,03-08-078,03-09-054	Robert S. Kenney	<i>Effective</i>	July 1, 2004
		<i>Vice President, Regulatory Affairs</i>	<i>Resolution</i>	G-3364



GAS RULE NO. 15
GAS MAIN EXTENSIONS

Sheet 15

I. DEFINITIONS FOR RULE 15 (Cont'd.)

CONTRIBUTION: In-kind services, and/or the value of all property conveyed to PG&E at any time during PG&E's work on an extension which is part of PG&E's total estimated installed cost of its facilities, or cash payments not covered by Applicant's allowances.

COST-OF-SERVICE FACTOR: The annualized utility-financed Cost of Ownership as presented in monthly format and stated in Gas Rule 2 that includes taxes, return, depreciation and is applied to the Net Revenue to determine PG&E's investment in distribution facilities. (T)
(T)

DISTRIBUTION MAIN EXTENSION: The length of main and its related facilities required to transport gas from the existing distribution facilities to the point of connection with the service pipe.

A Distribution Main Extension consists of new distribution facilities of PG&E that are required to extend service into an open area not previously supplied to serve an Applicant. It is a continuation of, or branch from, the nearest available existing permanent Distribution Main, to the point of connection of the last service. PG&E's Distribution Main Extension includes any required Substructures and facilities for transmission taps but excludes service connections, services, and meters.

DISTRIBUTION MAINS: Mains which are operated at distribution pressure, and supply three (3) or more services or run parallel to the property line in a public right-of-way.

(Continued)

<i>Advice</i>	2885-G-A	<i>Issued by</i>	<i>Date Filed</i>	February 20, 2008
<i>Decision</i>	07-07-019	Brian K. Cherry	<i>Effective</i>	May 12, 2008
		<i>Vice President</i>	<i>Resolution</i>	
		<i>Regulatory Relations</i>		



GAS RULE NO. 15
GAS MAIN EXTENSIONS

Sheet 16

I. DEFINITIONS FOR RULE 15 (Cont'd.)

DISTRIBUTION MAINS: Mains which are operated at distribution pressure, and supply three (3) or more services or run parallel to the property line in a public right-of-way.

EXCAVATION: All necessary Trenching, backfilling, and other digging to install Distribution Main Extension facilities, including furnishing of any imported backfill material and disposal of spoil as required, surface repair and replacement and landscape repair and replacement.

FRANCHISE AREA: Public streets, roads, highways, and other public ways and places where PG&E has a legal right to occupy under franchise agreements with governmental bodies having jurisdiction.

INSIGNIFICANT LOADS: Small operating loads such as log lighters, barbecues, outdoor lighting, etc.

INTERMITTENT LOADS: Loads which, in the opinion of PG&E, are subject to discontinuance for a time or at intervals.

JOINT TRENCH: Excavation that intentionally provides for more than one service, such as gas, electricity, cable television, telephone, etc.

MONTHLY OWNERSHIP CHARGE: Cost of Ownership charges (from Gas Rule 2 customer-financed Cost of Ownership percentage) as a percentage rate applied against the outstanding unrefunded refundable balance after thirty six (36) months from the date PG&E is first ready to serve. Serves to recover the cost of operating and maintaining customer-financed facilities that are not fully utilized.

(N)
|
|
|
(N)

NET REVENUE: That portion of the total rate that supports PG&E's Distribution Main and Service Extension costs and excludes such items as fuel costs, transmission, public purpose programs, and other costs that do not support the Distribution Main and Service Extension costs.

NON-RESIDENTIAL ALLOWANCES NET REVENUE MULTIPLIER: This is a revenue-supported factor determined by PG&E that is applied to the net revenues expected from non-residential loads to determine non-residential allowances.

(Continued)

Advice 2885-G-A
Decision 07-07-019

Issued by
Brian K. Cherry
Vice President
Regulatory Relations

Date Filed February 20, 2008
Effective May 12, 2008
Resolution



GAS RULE NO. 15
GAS MAIN EXTENSIONS

Sheet 17

I. DEFINITIONS FOR RULE 15 (Cont'd.)

(T)

OWNERSHIP CHARGE: Monthly charge as a percentage rate applied against the outstanding unrefunded refundable balance after thirty-six (36) months from the date PG&E is first ready to serve. Serves to recover the cost of operating and maintaining customer-financed facilities that are not fully utilized.

PERMANENT SERVICE: Service which, in the opinion of PG&E is of a permanent and established character. This may be continuous, intermittent, or seasonal in nature.

PROTECTIVE STRUCTURES: Fences, retaining walls (in lieu of grading), barriers, posts, barricades, and other structures as required by PG&E.

RESIDENTIAL DEVELOPMENT: Five (5) or more dwelling units in two (2) or more buildings located on a single parcel of land.

RESIDENTIAL SUBDIVISION: An area of five (5) or more lots for residential dwelling units which may be identified by filed subdivision plans or an area in which a group of dwellings may be constructed about the same time, either by a builder or several builders working on a coordinated basis.

SEASONAL SERVICE: Gas service to establishments which are occupied seasonally or intermittently, such as seasonal resorts, cottages, or other part-time establishments.

SUBSTRUCTURES: The surface and subsurface structures which are necessary to contain or support PG&E's gas facilities. This includes, but is not limited to, equipment vaults and boxes, required sleeves for street crossings, and enclosures, foundations, or pads for surface-mounted equipment.

TRENCHING: See Excavation.



GAS RULE NO. 16 GAS SERVICE EXTENSIONS

Sheet 1

APPLICABILITY: This rule is applicable to both: (1) PG&E's Service Facilities* that extend from PG&E's Distribution Main facilities to the Service Delivery Point, and (2) the service related equipment required of Applicant on Applicant's Premises to receive gas service.

A. GENERAL

1. **DESIGN.** PG&E will be responsible for planning, designing, and engineering its Service Extensions using PG&E's standards for design, materials, and construction. Applicants may elect to use the Applicant Design Option provisions in Rule 15 to design that portion of the new Service Extension normally designed by PG&E. (T)
2. **SERVICE FACILITIES.** For the purposes of this rule, PG&E's Service Facilities shall consist of (a) connection fittings, (b) service pipe, (c) valves, (d) regulators, (e) metering equipment, and (f) other PG&E-owned service related equipment.
3. **OWNERSHIP OF FACILITIES.** Service Facilities installed under the provisions of this rule shall be owned, operated and maintained by PG&E. Applicant shall own, operate, and maintain facilities beyond the Service Delivery Point.
4. **PRIVATE LINES.** PG&E shall not be required to connect Service Facilities to or serve any Applicant from gas facilities that are not owned, operated and maintained by PG&E.
5. **SPECIAL OR ADDED FACILITIES.** Any special or added facilities PG&E agrees to install at the request of Applicant, will be installed at Applicant's expense in accordance with Rule 2—Description of Service.
6. **TEMPORARY SERVICE FACILITIES.** Facilities installed for temporary service or for operations of speculative character or questionable permanency shall be made in accordance with the fundamental installation and ownership provisions of this rule, except that all charges and refunds shall be made under the provisions of Rule 13—Temporary Service.
7. **CONTRACTS.** Applicant requesting service may be required to execute a written contract(s) prior to PG&E performing its work to establish service. Such contract(s) shall be in the form on file with the California Public Utilities Commission (Commission).

* Certain words beginning with capital letters are defined either within the provisions of this rule or in Section I of this rule.

(Continued)



GAS RULE NO. 16
GAS SERVICE EXTENSIONS

Sheet 2

A. GENERAL (Cont'd.)

8. DISTRIBUTION MAIN EXTENSIONS. Whenever PG&E's distribution system is not complete to the point designated by PG&E where the Service Extension is to be connected to PG&E's distribution system, the extension of Distribution Main facilities will be installed in accordance with Rule 15—Gas Main Extensions. (T)
(T)
9. RIGHTS-OF-WAY. Rights-of-way or easements may be required by PG&E to install Service Facilities on Applicant's property to serve only the Applicant.
- a. SERVICE FACILITIES. If the Service Facilities must cross property owned by a third party to serve the Applicant, PG&E may, at its option, install such Service Facilities after appropriate rights-of-way or easements, satisfactory to PG&E, are obtained without cost to PG&E; or
- b. DISTRIBUTION MAIN EXTENSIONS. If PG&E's facilities installed on Applicant's property, or third-party property, will be or are designed to serve adjacent property, then PG&E may, at its option, install its facilities under Rule 15 after appropriate rights-of-way or easements, satisfactory to PG&E, are obtained without cost to PG&E. (T)
- c. CLEARANCES. Any necessary rights of way or easements for PG&E's facilities shall have provisions to maintain legal clearances from adjacent structures.

(Continued)

Advice Letter No: 2081-G
Decision No. 97-12-098

Issued by
Thomas E. Bottorff
Vice President
Rates Account Services

Date Filed May 11, 1998
Effective July 1, 1998
Resolution No. _____



GAS RULE NO. 16
GAS SERVICE EXTENSIONS

Sheet 3

A. GENERAL (Cont'd.)

- 10. ACCESS TO APPLICANT'S PREMISES.** PG&E shall at all times have the right to enter and leave Applicant's Premises for any purpose connected with the furnishing of gas service (meter reading, inspection, testing, routine repairs, replacement, maintenance, emergency work, etc.) and the exercise of any and all rights secured to it by law, or under PG&E's tariff schedules. These rights include, but are not limited to: (T)
- The use of a PG&E-approved locking device, if Applicant desires to prevent unauthorized access to PG&E's facilities. (T)
 (T)
- b.** Safe and ready access for PG&E personnel, free from unrestrained animals. (T)
- c.** Unobstructed ready access for PG&E's vehicles and equipment to install, remove, repair or maintain its facilities. (T)
- d.** Removal of any and all of its property installed on Applicant's Premises after the termination of service. (T)
- 11. SERVICE CONNECTIONS.** Only personnel duly authorized by PG&E are allowed to connect or disconnect service pipe to or from PG&E's Distribution Main, remove meters, remove PG&E-owned Service Facilities, or perform any work upon PG&E-owned existing facilities.

B. METERING FACILITIES

1. GENERAL

- a. METER ALL USAGE.** PG&E will meter delivery of all gas energy, unless otherwise provided for by PG&E's tariff schedules or by other applicable laws.
- b. METER LOCATION.** All PG&E meters and associated metering equipment shall be located at some protected location on Applicant's Premises as approved by PG&E.

(Continued)



GAS RULE NO. 16
GAS SERVICE EXTENSIONS

Sheet 4

B. METERING FACILITIES (Cont'd.)

2. NUMBER OF METERS. PG&E normally will install only one meter for a single-family residence or a single nonresidential enterprise on a single Premises, except:

- a. When otherwise required or allowed under PG&E's tariff schedules;
- b. At the option of and as determined by PG&E, for its operating convenience, consistent with its engineering design; or,
- c. When required by law or local ordinance.
- d. When additional services are granted by PG&E.

A single meter is required for each single enterprise operating in one building or a group of buildings, or other development on a single Premises, such as, but not limited to, a commercial business, school campus, industrial manufacturer, or recreational vehicle parks, unless otherwise approved by PG&E. (See Rule 18—Supply to Separate Premise and Submetering of Gas for more information.)

3. MULTIPLE OCCUPANCY. In a building with two or more tenants, or where PG&E furnishes more than one meter on the same Premises, PG&E's meters normally shall be grouped at one central location, or as otherwise specified by PG&E, and each meter position shall be clearly and permanently marked by Applicant, customer, or owner of the Premises to indicate the particular unit, occupancy, or load supplied by it.

- a. **RESIDENTIAL.** PG&E will individually meter gas service to every residential unit in a residential building, or group of buildings, or other development on a single Premise with multiple tenants, such as, but not limited to, apartment buildings, mobile home parks, etc., except as may be otherwise specified in Rule 18 and applicable rate schedules.
- b. **NON-RESIDENTIAL.** PG&E will individually meter gas service to each tenant in a non-residential building or group of buildings or other development on a single Premise with multiple tenants or enterprises, (such as, but not limited to, an office building or shopping center complex). Alternative metering arrangements, as determined by PG&E, may be allowed only as specified in Rule 18 and applicable rate schedules.

(N)

(Continued)



GAS RULE NO. 16
GAS SERVICE EXTENSIONS

Sheet 5

- C. SERVICE EXTENSIONS (T)
1. GENERAL LOCATION. The location of the Service Extension facilities shall extend: (T)
- a. FRANCHISE AREA. From the point of connection at the Distribution Main to Applicant's nearest property line abutting upon any street, highway, road, or rights-of-way, along which it already has, or will install Distribution Main; and,
- b. PRIVATE PROPERTY. On private property, along the shortest, most practical and available route (clear of obstructions) as necessary to reach a Service Delivery Point designated by PG&E. (T)
2. NUMBER OF SERVICE EXTENSIONS. PG&E will not normally provide more than one Service Extension, including associated facilities, for any one building or group of buildings, for a single enterprise on a single Premises, except: (T)
- a. TARIFF SCHEDULES. Where otherwise allowed or required under PG&E's tariff schedules; or,
- b. PG&E CONVENIENCE. At the option of and as determined by PG&E, for its operating convenience, consistent with its engineering design, or when replacing an existing service; or,
- c. ORDINANCE. Where required by ordinance or other applicable law, for such things as gas powered fire pumps, etc.
- d. OTHER. PG&E may charge for additional services provided under this paragraph, as special or added facilities.
3. BRANCH SERVICE. For additional approved Service Delivery Points to serve another Applicant on the same or adjoining Premises, PG&E may install a branch Service Extension at the option of PG&E, and will grant allowances under the conditions as set forth in Section E. (T)
4. OTHER SERVICE CONNECTIONS. Where Applicant or customer requests another type of service connection, such as stub services, curb meters and vaults, or service from transmission lines, PG&E will consider each such request and will grant appropriate allowances as it may determine.

(Continued)

Advice Letter No: 2081-G
Decision No. 97-12-098

Issued by
Thomas E. Bottorff
Vice President
Rates Account Services

Date Filed	May 11, 1998
Effective	July 1, 1998
Resolution No.	



GAS RULE NO. 16
GAS SERVICE EXTENSIONS

Sheet 6

C. SERVICE EXTENSIONS (Cont'd.) (T)

5. UNUSUAL SITE CONDITIONS. In cases where Applicant's building is located a considerable distance from the available Distribution Main, or where there is an obstruction or other deterrent obstacle or hazard, such as plowed land, ditches, or inaccessible security areas between PG&E's Distribution Main and the building or facility to be served that would prevent PG&E from prudently installing, owning, and maintaining its Service Facilities, PG&E may at its discretion, modify the normal Service Delivery Point location. In such cases, the Service Delivery Point shall be at such other location on Applicant's property as may be mutually agreed upon; or, alternatively, the Service Delivery Point may be located at or near Applicant's property line, as close as practical to the available Distribution Main.

D. RESPONSIBILITIES FOR NEW SERVICE EXTENSIONS (T)

1. APPLICANT RESPONSIBILITY. In accordance with PG&E's design, specifications, and requirements for the installation of Service Extensions, subject to PG&E's inspection and approval, Applicant is responsible for: (T)

a. SERVICE EXTENSIONS. (T)

- 1) CLEAR ROUTE. Applicant shall provide (or pay for) a route on any private property that is clear of obstructions which would inhibit the construction of the Service Extensions. (T)

- 2) EXCAVATION. All necessary trenching, backfilling and other digging as required, including permit fees.

3) SUBSTRUCTURES.

- a) Furnishing, installing, owning, and maintaining all support pads, meter or regulator vaults or other Substructures on Applicant's Premises;
- b) Furnishing and installing any Substructures in PG&E's Franchise Area (or rights-of-way, if applicable) as necessary to install the Service Extension; and, (T)
- c) Conveying ownership to PG&E upon its acceptance of those Substructures not on Applicant's Premises.

(Continued)



GAS RULE NO. 16
GAS SERVICE EXTENSIONS

Sheet 7

D. RESPONSIBILITIES FOR NEW SERVICE EXTENSIONS (Cont'd.) (T)

1. APPLICANT RESPONSIBILITY. (Cont'd.)

a. SERVICE LATERAL EXTENSIONS. (Cont'd.) (T)

4) **PROTECTIVE STRUCTURES.** Furnishing, installing, owning, and maintaining all necessary Protective Structures, as specified by PG&E, for PG&E's facilities on Applicant's Premises.

b. **APPLICANT'S FACILITY DESIGN AND OPERATION.** Applicant shall be solely responsible to plan, design, install, own, maintain and operate facilities and equipment beyond the Service Delivery Point in order to properly receive and utilize the type of gas service available from PG&E. Refer to Rule 2, for a description, among other things, of:

- 1) The available service delivery pressures and the technical requirements and conditions to qualify for them,
- 2) Heating values of natural gas, and
- 3) Delivery volume adjustments due to altitude.

c. **REQUIRED SERVICE EQUIPMENT.** Applicant shall, at its sole liability, risk and expense, be responsible to furnish, install, own, maintain, inspect and keep in good and safe condition, all facilities of any kind or character on Applicant's Premises, that are not the responsibility of PG&E, but are required by PG&E for Applicant to receive service. Such facilities shall include, but are not limited to gas pipe, valves, regulators, appliances, fixtures, and apparatus of any kind or character. Detailed information on PG&E's service equipment requirements will be furnished by PG&E.

(Continued)



GAS RULE NO. 16
GAS SERVICE EXTENSIONS

Sheet 8

D. RESPONSIBILITIES FOR NEW SERVICE EXTENSIONS (Cont'd.) (T)

1. APPLICANT RESPONSIBILITY. (Cont'd.)

d. **LIABILITY.** PG&E shall incur no liability whatsoever, for any damage, loss or injury occasioned by:

- 1) Applicant-owned equipment or Applicant's transmission and delivery of energy; or,
- 2) The negligence, omission of proper shut-off valves or other protective and safety devices, want of proper care, or wrongful act of Applicant, or any agents, employees, or licensees of Applicant, on the part of Applicant installing, maintaining, using, operating, or interfering with any such pipes, valves, regulators, or apparatus.

e. **FACILITY TAMPERING.** Applicant shall provide a suitable means acceptable to PG&E for placing its seals on meters and related equipment. All PG&E-owned meters shall be sealed only by PG&E's authorized employees and such seals shall be broken only by PG&E's authorized employees. However, in an emergency, PG&E may allow a public authority, or other appropriate party to break the seal. Any unauthorized tampering with PG&E-owned seals or equipment, or connection of customer-owned facilities to PG&E's service pipe at any time, is prohibited, and is subject to the provisions of Rule 11—Discontinuance and Restoration of Service for unauthorized use.

f. **LARGE METERING INSTALLATIONS ON APPLICANT'S PREMISES.** If it is necessary to have a large, specifically designed, PG&E-owned metering and related equipment installed on Applicant's Premises to serve Applicant, Applicant shall be responsible for complying with the following general provisions:

- 1) **REQUIRED SPACE.** Applicant shall provide space, including working space, on Applicant's Premises, at a location approved by PG&E, for a metering installation, including any necessary regulators, pipes and valves.

(Continued)



GAS RULE NO. 16
GAS SERVICE EXTENSIONS

Sheet 9

D. RESPONSIBILITIES FOR NEW SERVICE EXTENSIONS (Cont'd.) (T)

1. APPLICANT RESPONSIBILITY. (Cont'd.)

f. LARGE METERING INSTALLATIONS ON CUSTOMER'S PREMISES.
(Cont'd.)

2) **ROOM OR VAULT.** Where Applicant requests and PG&E approves the installation of the meter(s) or regulator(s) in a vault or room on Applicant's Premises, rather than PG&E's standard outdoor installation:

- a) The room or vault on Applicant's Premises shall be furnished, installed, owned, and maintained by customer, and shall meet PG&E's specifications for such things as access, ventilation, drainage, etc.
- b) If space cannot be provided on Applicant's Premises for the installation of a meter and regulator, a vault may be installed, at Applicant's expense, in the street area near property line. It shall be Applicant's responsibility to install such vault, if not restricted by the governmental authority having jurisdiction, and Applicant shall convey ownership of the vault to PG&E upon its acceptance. These additional facilities shall be treated as special facilities under the provisions of Rule 2.
- c) If PG&E's installed cost for the meter or regulator in the room or vault is more costly than the standard outdoor installation, the additional costs shall be paid by Applicant as special facilities.

g. **BUILDING CODE REQUIREMENTS.** Any service equipment and other service related equipment owned by Applicant, as well as any vault, room, enclosure, shall conform with applicable laws, codes, and ordinances of all governmental authorities having jurisdiction.

(Continued)

Advice Letter No: 2081-G
Decision No. 97-12-098

Issued by
Thomas E. Botorff
Vice President
Rates Account Services

Date Filed	May 11, 1998
Effective	July 1, 1998
Resolution No.	



GAS RULE NO. 16
GAS SERVICE EXTENSIONS

Sheet 10

D. RESPONSIBILITIES FOR NEW SERVICE FACILITIES (Cont'd.)

1. APPLICANT RESPONSIBILITY. (Cont'd.)

- h. **REASONABLE CARE.** Applicant shall exercise reasonable care to prevent PG&E's Service Extension, meters and other facilities owned by PG&E on Applicant's Premises from being damaged or destroyed, and shall refrain from interfering with PG&E's operation of the facilities and shall notify PG&E of any obvious defect. Applicant may be required to provide and install suitable protection (barrier posts, etc.) as required by PG&E. (T)

2. PG&E RESPONSIBILITY

- a. **INSTALL SERVICE FACILITIES.** PG&E will furnish, install, own and maintain the Service Facilities, as applicable after Applicant meets all requirements to receive service.
- b. **GOVERNMENT INSPECTION.** PG&E will establish gas service to Applicant following notice from the governmental authority having jurisdiction that the customer-owned facilities have been installed and inspected in accordance with any applicable laws, codes, ordinances, rules, or regulations, and are safe to pressurize.

3. INSTALLATION OPTIONS.

- a. **PG&E PERFORMED WORK.** Where requested by Applicant and mutually agreed upon, PG&E may perform that portion of the new Service Extension work normally the responsibility of Applicant according to Section D.1, provided Applicant pays PG&E its total estimated installed cost.
- b. **APPLICANT PERFORMED WORK.** Applicant may elect to use competitive bidding to install that portion of the new Service Extension normally installed and owned by PG&E, in accordance with the same provisions outlined in Rule 15. (T)

(Continued)

Advice Letter No: 2081-G
Decision No. 97-12-098

Issued by
Thomas E. Bottorff
Vice President
Rates Account Services

Date Filed	May 11, 1998
Effective	July 1, 1998
Resolution No.	



GAS RULE NO. 16
GAS SERVICE EXTENSIONS

Sheet 11

E. ALLOWANCES AND PAYMENTS BY APPLICANT

1. **RESIDENTIAL ALLOWANCES.** The allowance for Distribution Main Extensions, Service Extensions, or combination thereof, for Permanent Residential Service is determined by PG&E in accordance with the provisions of Rule 15 Section C. The allowance will first be applied to the Service Facilities. Any excess allowance will be applied to the Distribution Main Extension, to which the service is connected, in accordance with Rule 15.
2. **NON-RESIDENTIAL ALLOWANCES.** For non-residential Service Extension Applicants the value of such items as connection fittings, service pipe, valves, regulators, and metering equipment, (but not including such items defined as Applicant responsibility as listed in Section D) will be treated in accordance with the allowance and refund provisions of Rule 15. (N)
(N)
3. **SEASONAL, INTERMITTENT, EMERGENCY AND INSIGNIFICANT LOADS.** When Applicant requests service that requires an extension to serve loads that are seasonal or intermittent, the allowances for such loads shall be determined by using the formula in Section C of Rule 15. No allowance will be provided where service is used only for emergency purposes, or for insignificant loads. (T)
4. **PAYMENTS.** Applicant is responsible to pay PG&E the following non-refundable costs, as applicable under this rule and in advance of PG&E commencing its work:
 - a. **EXCESS SERVICE FACILITIES.** PG&E estimated installed cost, including appurtenant facilities such as fittings, valves, service pipe, service regulators, and metering equipment, etc., in excess of the allowance.

(Continued)



GAS RULE NO. 16
GAS SERVICE EXTENSIONS

Sheet 12

E. ALLOWANCES AND PAYMENTS BY APPLICANT (Cont'd.)

4. PAYMENTS (Cont'd.) (T)

- b. TAX. Any payments or contribution of facilities by Applicant are taxable Contributions in Aid of Construction (CIAC) and shall include an Income Tax Component of Contribution (ITCC) for state and federal tax at the rate provided in PG&E's Preliminary Statement.
- c. OTHER. PG&E's total estimated cost for any work it performs that is Applicant's responsibility, or performs for the convenience of Applicant.

5. REFUNDS. No refunds apply to the installation of Residential Service Facilities (N)
under this Rule. (N)

F. EXISTING SERVICE FACILITIES

1. SERVICE REINFORCEMENT.

- a. PG&E-OWNED. When PG&E determines that its existing Service Facilities require replacement the existing Service Facilities shall be replaced as a new Service Extension under the provisions of this rule. (T)
(T)

(Continued)



GAS RULE NO. 16
GAS SERVICE EXTENSIONS

Sheet 13

F. EXISTING SERVICE FACILITIES (Cont'd.)

1. SERVICE REINFORCEMENT. (Cont'd.)

- b. **APPLICANT OWNED.** The Applicant shall replace or reinforce that portion of the Service Extension which the Applicant will continue to own under the provisions of this rule. (T)

2. SERVICE RELOCATION OR REARRANGEMENT.

- a. **PG&E CONVENIENCE.** When, in the judgment of PG&E, the relocation or rearrangement of a service is necessary for the maintenance of adequate service, or for the operating convenience of PG&E, PG&E normally will perform such work at its own expense, except as provided in Sections F.2.b, F.3 or F.4.
- b. **APPLICANT CONVENIENCE.** Any relocation or rearrangement of PG&E's existing Service Facilities, at the request of Applicant (aesthetics, building additions, remodeling, etc.) and agreed upon by PG&E, the work shall be performed in accordance with Section D, except that Applicant shall pay PG&E its total estimated costs.

In all instances, PG&E shall abandon or remove the existing facilities at the option of PG&E, rendered idle by the relocation, or rearrangement.

3. IMPAIRED ACCESS AND CLEARANCES. Whenever PG&E determines that:

- a. **ACCESS.** Its existing Service Facilities have become inaccessible for inspections, operating, maintenance, meter reading, or testing; or, (T)
- b. **CLEARANCE.** A hazardous condition exists, or any of the required clearances between the existing Service Facilities and any object become impaired, under any applicable laws, ordinances, rules, regulations of PG&E or of public authorities, then the following applies:

(Continued)

Advice Letter No: 2081-G
Decision No. 97-12-098

Issued by
Thomas E. Bottorff
Vice President
Rates Account Services

Date Filed	May 11, 1998
Effective	July 1, 1998
Resolution No.	



GAS RULE NO. 16
GAS SERVICE EXTENSIONS

Sheet 14

F. EXISTING SERVICE FACILITIES (Cont'd.)

3. IMPAIRED ACCESS AND CLEARANCES. (Cont'd.)

- c. CORRECTIVE ACTION.** Applicant or owner shall, at Applicant's or owner's expense, either correct the access or clearance infractions, or pay PG&E its total estimated cost to relocate its facilities to a new location which is acceptable to PG&E. Applicant or owner shall also be responsible for the expense to relocate any equipment which Applicant owns and maintains. Failure to comply with corrective measures within a reasonable time may result in discontinuance of service.

- 4. DAMAGED FACILITIES.** When PG&E's facilities are damaged by others, the repair will be made by PG&E at the expense of the party responsible for the damage. Applicants are responsible for repairing their own facilities. (T)

- 5. SUBDIVISION OF PREMISES.** When PG&E's Service Facilities are located on private property, and such private property is subsequently subdivided into separate Premises, with ownership transferred to other than Applicant or customer, the subdivider is required to provide PG&E with adequate rights of way, satisfactory to PG&E, for its existing facilities, and to notify property owners of the subdivided Premises of the existence of the right-of-way.

When adequate rights-of-way are not granted as a result of the property subdivision, PG&E shall have the right, upon written notice to the current customer, to discontinue service without obligation or liability. The existing owner, Applicant or customer shall pay to PG&E the total estimated cost of any required relocation of PG&E's facilities. A new gas service will be re-established in accordance with the provisions of Section D for new services and the provisions of any other applicable PG&E rules.

- G. PERIODIC REVIEW.** PG&E will periodically review the factors it uses to determine its allowances and costs stated in this rule. If such review results in a change of more than five percent (5%), PG&E will submit a tariff revision proposal to the Commission for review and approval. Such proposed changes shall be submitted no sooner than six (6) months after the last revision. (L) (T) (L)

(Continued)



GAS RULE NO. 16
GAS SERVICE EXTENSIONS

Sheet 15

H. EXCEPTIONAL CASES. When the application of this rule appears impractical or unjust to either party or the ratepayers, PG&E or Applicant may refer the matter to Public Utilities Commission for a special ruling or for the approval of special conditions which may be mutually agreed upon.

I. DEFINITIONS FOR RULE 16

APPLICANT: A person or agency requesting PG&E to supply Gas Service.

DISTRIBUTION MAIN: PG&E's gas facilities, which are operated at distribution pressure and which are designed to supply three (3) or more services. (T)

EXCAVATION: All necessary trenching, backfill, and other digging as required to install Service Extensions, including furnishing of any imported backfill material and disposal of spoil as required, surface repair and replacement, landscape repair and replacement. (T)

FRANCHISE AREA: Public streets, roads, highways, and other public ways and places where PG&E has a legal right to occupy under franchise agreements with governmental bodies having jurisdiction.

INSIGNIFICANT LOADS: These are small operating loads, such as log lighters, barbecues, outdoor lighting, etc.

INTERMITTENT LOADS: Loads which, in the opinion of PG&E, are subject to discontinuance for a time or at intervals.

PREMISES: All of the real property and apparatus employed in a single enterprise on a integral parcel of land undivided, excepting in the case of industrial, agricultural, oil field, resort enterprises, and public or quasi-public institutions, by a dedicated street, highway or other public thoroughfare or a railway. Automobile parking lots constituting a part of and adjacent to a single enterprise may be separated by an alley from the remainder of the premises served.

PROTECTIVE STRUCTURES: Fences, retaining walls (in lieu of grading), barriers, posts, barricades and other structures as required by PG&E.

(Continued)

Advice Letter No: 2081-G
 Decision No. 97-12-098

Issued by
Thomas E. Bottorff
 Vice President
 Rates Account Services

Date Filed	May 11, 1998
Effective	July 1, 1998
Resolution No.	



GAS RULE NO. 16
GAS SERVICE EXTENSIONS

Sheet 16

I. DEFINITIONS FOR RULE 16 (Cont'd.)

SEASONAL SERVICE: Gas service to establishments which are occupied seasonally or intermittently, such as seasonal resorts, cottages, or other part time establishments.

SERVICE DELIVERY POINT: Where PG&E's Service Facilities are connected to Applicant's pipe (house line), normally adjacent to the location of the meter(s). (T)

SERVICE EXTENSION: The pipe, valves, meters, regulators, and associated equipment extending from the point of connection at the Distribution Main to the Service Delivery Point, which is normally on Applicant's Premises. (T)

SUBSTRUCTURES: The surface and subsurface structures which are necessary to contain or support PG&E's gas facilities. This includes, but is not limited to, equipment vaults and boxes, required sleeves for street crossings, and enclosures, foundations or pads for surface-mounted equipment.

TRENCHING: See Excavation.



Pacific Gas and Electric Company
San Francisco, California
U 39

Revised
Cancelling Revised

Cal. P.U.C. Sheet No.
Cal. P.U.C. Sheet No.

29987-G
22381-G

Gas Sample Form No. 62-0982
Distribution and Service Extension Agreement - Provisions

**Please Refer to Attached
Sample Form**

Advice Letter No: 3343-G
Decision No. 11-05-018

Issued by
Brian K. Cherry
Vice President
Regulatory Relations

Date Filed November 15, 2012
Effective November 15, 2012
Resolution No. _____

DISTRIBUTION AND SERVICE EXTENSION AGREEMENT - PROVISIONS

1. As indicated in the Declarations, Applicant has elected to have competitive bidding and has awarded a qualified Contractor or PG&E the responsibility of installing gas and electric service, as applicable, to the locations described in Exhibit B. These services shall be installed in accordance with the provisions of PG&E's Rules 2, 15 and 16, General Terms and Conditions, project specific terms and conditions, design, specifications, and the requirements of this Agreement.

2. Construction Responsibilities of Applicant.

Applicant shall perform or arrange for the performance of the following work required for this project:

Electric Extensions:

- Route clearing, tree trimming, trenching, excavating, backfilling, and compacting;
- Furnishing of imported backfill material as required and disposal of trench spoil as required;
- Performing necessary surface repair and boring as required;
- Furnishing, installing, and transferring ownership to PG&E of any substructures, conduits, and protective structures required other than the conduit portion of cable-in-conduit (Rule 15 only);
- Obtaining any necessary construction permits for all work performed by Applicant under this Agreement.

Electric Underground Extensions:

- Installing primary and secondary distribution conductors, poles, pole risers, switches, transformers, and other distribution facilities required to complete the extension.

Electric Overhead Extensions:

- Installing all facilities required for the pole line extension, including poles, conductors, transformers, switches, and other devices as might be required.

Gas Extensions:

- Installing gas distribution main pipe, valves, and other related distribution equipment, as specified by PG&E, required to complete the extension including all necessary trenching, backfilling, and other digging as required.
- Furnishing, installing and upon acceptance by PG&E, conveying to PG&E the ownership of all necessary installed substructures and protective structures necessary to contain or support PG&E's gas facilities.

Applicant agrees to secure and pay for all required permits and licenses which may be required to fulfill the construction responsibilities from the governmental authority having jurisdiction

Applicant shall provide to PG&E, prior to PG&E preparing the line extension contract, the Applicant's Contract Anticipated Costs to perform the work normally provided by PG&E. The Applicant shall submit, on a form provided by PG&E, a verified statement of such costs. If the Applicant elects not to provide such costs to PG&E, the Applicant shall acknowledge its election on the form and PG&E will use its estimate.

If Applicant elects to have PG&E perform this work, Applicant shall pay to PG&E, as specified herein and before the start of construction, PG&E's estimated-installed costs thereof.

DISTRIBUTION AND SERVICE EXTENSION AGREEMENT - PROVISIONS

Applicant shall also pay to PG&E the costs for substructures and conduits which PG&E had previously installed at its own expense in anticipation of the current extension. Any necessary riser conduit, conduit covering, and miscellaneous riser material required for the line extension shall be paid for by Applicant and shall be installed by PG&E on PG&E owned and maintained facilities.

Upon completion of construction by Applicant and inspection and acceptance by PG&E, title and ownership for the gas and electric facilities installed under this Agreement shall vest in PG&E in accordance with the Acceptance and Conveyance section of this Agreement and as specified in the respective rule.

3. Construction Responsibilities of PG&E.

Except as otherwise provided in the rules, PG&E shall be responsible for:

- Providing inspection service to verify Applicant's performance under this Agreement, as determined by PG&E; and
- Connecting the applicant-installed facilities to PG&E's energized and pressurized supply system (system tie-in work), as applicable.

PG&E will perform its construction responsibilities for the installation of only those facilities that, in PG&E's judgment, will be used within a reasonable time to serve permanent loads.

4. Power Quality and Voltage Stability.

Under normal load conditions, PG&E will deliver sustained voltage as close to the nominal service voltages that are economically practical. Any deviations from the normal voltage levels will be no greater than the service voltage ranges specified in PG&E's Electric Rule 2. Exceptions to voltage limits are specified in PG&E's Electric Rule 2. Applicant is responsible for planning, designing, operating and protecting equipment beyond PG&E's delivery point.

5. Rule 16 Service Extensions. Service Extensions will be installed in accordance with PG&E's Gas and Electric Rule 16. Applicant shall be responsible for all service trenching.

6. Street Lighting Facilities. If any street lighting facilities are to be installed, the installation shall be made in accordance with PG&E's applicable street and highway lighting schedule(s).

7. Overhead to Underground Conversions. In the event there is replacement of existing overhead electric facilities with underground facilities in conjunction with this project, the conversion shall be made in accordance with the applicable provisions of PG&E's Electric Rule 20.

In the event that there is an Electric Rule 20.B or 20.C conversion in conjunction with this project, Applicant shall, at its expense, provide any necessary changes to the existing facilities so as to receive underground electric service at the points specified by PG&E. Underground electric service will not be energized until all affected premises are equipped to receive service in accordance with specifications and inspection has been received from the governing jurisdiction.

Applicant shall not work on facilities owned by PG&E.

8. Allowances and Payments.

Applicant shall pay to PG&E on demand and in advance of any construction, a refundable payment, shown in Exhibit A, less any allowances shown therein, for any PG&E costs associated with the

DISTRIBUTION AND SERVICE EXTENSION AGREEMENT - PROVISIONS

extension for the estimated costs of design, administration and the installation of any additional facilities necessary to complete the extension, including, but not limited to:

- engineering and administrative costs,
- system tie-in work,
- any applicable taxes.

INSPECTION FEES: A payment for PG&E's estimated cost for the inspections by PG&E of work performed by Applicant or Applicant's contractor, shown in Exhibit A, which shall be a fixed amount, not subject to reconciliation. Such inspection costs may be subject to otherwise available allowances and refund up to the difference between the Applicant's Contract Anticipated Costs and PG&E's estimate for performing the same work. Inspections costs are otherwise non-refundable. The total amount subject to refund shall not exceed PG&E's refundable cost estimate.

NON-REFUNDABLE: A non-refundable payment, shown in Exhibit A, for costs which may include, but are not limited to:

- re-engineering fees,
- preparation fees for trench composite drawings,
- survey and land rights acquisition costs,
- any applicable taxes.

ALLOWANCES: Allowances for permanent residential and non-residential service are provided in accordance with Gas and Electric Rule 15 and are included in Exhibit A, as applicable.

ITCC: All contributions and advances by Applicant are taxable and shall include an Income Tax Component of Contributions (ITCC) at the rate provided in PG&E's Preliminary Statement. ITCC will be either refundable or non-refundable in accordance with the corresponding contribution.

GROUP OF APPLICANTS. The total contribution or advance from a group of applicants will be apportioned among the members of the group in such manner as they mutually agree.

9. Amount Subject to Refund.

The total refundable amount set forth in Exhibit A - Cost Summary shall be subject to refund, without interest, on the basis of a new customer's permanent load connected to the line extension that produces additional revenue to PG&E in accordance with the following provisions:

Refunds will be made within ninety (90) days after the date Applicant becomes eligible for a refund except that refunds may be accumulated to a \$50 minimum, or the total refundable balance remaining is less than \$50.

Residential: The refund will be deducted from the total refundable amount. The remaining amount subject to refund represents that portion of the extension cost not supported by revenues.

Non-residential: PG&E shall review Applicant's actual base annual revenue each year for the first three years from the date PG&E is first ready to provide service. Applicant shall be responsible for notifying PG&E if new, permanent load is added the fourth through tenth year from the date PG&E is first ready to provide service. Such review shall determine if additional revenue supports any refunds to Applicant.

Refund Period: The total refundable amount is subject to refund for a period of ten (10) years after PG&E is first ready to provide service. No refund shall be made in excess of the refundable amount

DISTRIBUTION AND SERVICE EXTENSION AGREEMENT - PROVISIONS

nor after a period of (10) years after the date PG&E is first ready to provide service. Any unrefunded amount remaining at the end of the ten-year period shall become the property of PG&E.

Refunds in Series: When there is a series of extensions, beginning with an extension having an outstanding amount subject to refund, and each extension is dependent on the previous extension as a direct source of supply, a series of refunds will be made as follows:

- (1) Additional service connections supplied from an extension on which there is a refundable amount will provide refunds first to the extensions to which they are connected; and,
- (2) When the amount subject to refund on an extension in a series is fully refunded, the excess refundable amount will provide refunds to the extension having the oldest outstanding amount subject to refund in the series.

Gas-only Trenching: If Applicant chooses to perform trenching for PG&E's gas facilities, and qualifies for a gas extension allowance, PG&E will provide Applicant with a reimbursement or credit for the lower of PG&E's project-specific estimated costs or Applicant's Contract Anticipated Costs, as reported on Applicant's Statement of Costs form (Form # 79-1003), upon completion and acceptance by PG&E.

Outstanding Payments: Applicant or subsequent assignees of this Agreement shall not be eligible for refunds if there are any outstanding payments due PG&E.

10. Unsupported Extension Cost.

When any portion of the refundable amount has not qualified for a refund at the end of twelve (12) months for electric service or thirty-six (36) months for gas service from the date PG&E is first ready to provide service, Applicant will pay to PG&E a cost-of-ownership charge on the remaining refundable balance. Monthly ownership charges are in addition to the refundable amount, and will normally be accumulated and deducted from refunds due to Applicant.

Payment of such cost-of-ownership charges will normally be made by deduction from the payments to be refunded as described in the Amount Subject to Refund section of this Agreement, but such deduction will not thereafter reduce the amount on which the cost-of-ownership charges are determined. If the amount remaining in the original refundable payment is insufficient to offset the cost-of-ownership charge within the 10-year refund period (described in the Amount Subject to Refund section of this Agreement) PG&E shall have the right to separately bill Applicant for this deficiency for the remaining duration of the 10-year refund period. However, the amount subject to cost-of-ownership charges will continue to be reduced by additional connected loads as defined in the Amount Subject to Refund section of this Agreement. Such ownership charges shall initially be determined from the applicable percentage rate established in the Special Facilities section(s) of PG&E's Gas or Electric Rule 2.

The monthly cost-of-ownership charges herein shall automatically increase or decrease without formal amendment to this Agreement if the Commission should subsequently authorize a higher or lower percentage rate for the monthly cost-of-ownership, effective on the date of such authorization.

This provision does not apply to individual residential applicants.

11. Payment Adjustments.

Contract Compliance. If after six (6) months following the date PG&E is first ready to serve residential loads for which allowances were granted, one (1) year for non-residential loads, Applicant

DISTRIBUTION AND SERVICE EXTENSION AGREEMENT - PROVISIONS

fails to take service, or fails to use the service contracted for, Applicant shall pay to PG&E an additional contribution.

Excess Facilities: If the loads provided by Applicant(s) results in Applicant, the approved contractor or PG&E having installed facilities which are in excess of those needed to serve the actual loads, PG&E may elect to do the following: (1) Applicant shall pay PG&E its estimated cost to remove, abandon, alter, or replace the excess facilities, including those facilities that PG&E reinforced, enlarged, or replaced in anticipation of Applicant's proposed load, less the estimated salvage for any removed facilities, or (2) Applicant shall pay PG&E any Special Facilities charges in accordance with PG&E's Rule 2 for those facilities, including those facilities that PG&E reinforced, enlarged, or replaced in anticipation of Applicant's proposed load, which are in excess of those facilities needed to serve Applicant's actual load. The total cost of the facilities PG&E reinforced, enlarged, or replaced are shown in Exhibit A.

Deficiency Charges for Non-Payment: Applicant shall pay PG&E for any administrative and processing charges associated with collecting any payment adjustments related to this Agreement.

12. Non-Refundable Amount.

Discount Option: Competitive Bidding - Installation by Applicant. In lieu of receiving refunds for the total refundable amount described in the Amount Subject to Refund section, Applicant may elect the Discount Option. Upon completion, acceptance and conveyance of the gas and electric facilities to PG&E, in accordance with the provisions of this Agreement, Applicant may elect to receive a lump sum payment of fifty percent (50%) of the refundable amount as shown in Exhibit A - Cost Summary.

Discount Option: Competitive Bidding - Installation by PG&E. In lieu of contributing the total refundable amount described in the Amount Subject to Refund section, Applicant has the option of contributing, on a non-refundable basis, fifty percent (50%) of the refundable amount as shown in Exhibit A - Cost Summary.

Excess Service: PG&E's estimated installed costs for Service Extensions in excess of the allowance, not subject to discount, as defined in PG&E's Gas and Electric Rule 16 as shown in Exhibit A - Cost Summary are non-refundable.

Other Non-refundable Amounts. Applicant shall pay to PG&E a fixed amount as a non-refundable payment, shown in Exhibit A, for the inspections by PG&E of Distribution System work performed by Applicant or Applicant's contractor, to the extent that such costs are not covered by allowances according to Provision 8 of this document, as well as other non-refundable costs which may include, but are not limited to:

- re-engineering fees,
- preparation fees for trench composite drawings,
- survey and land rights acquisition costs,
- any applicable taxes.

13. Non-Standard Equipment Installation and Removal.

When the situation requires the location, installation, maintenance, repair and replacement of specialized or non-standard utility-owned equipment (Equipment) necessary to provide utility service or perform utility work, Applicant agrees to pay the costs to install PG&E's equipment. Applicant further agrees that, should the Equipment need to be replaced for any reason, it shall be Applicant's responsibility to make arrangements and to pay the cost to have the equipment removed and replacement equipment installed. PG&E shall be responsible for furnishing and delivering any

DISTRIBUTION AND SERVICE EXTENSION AGREEMENT - PROVISIONS

replacement to the site. PG&E hereby agrees to the Equipment location on the following terms and conditions:

- Applicant shall furnish, install, own and maintain the Equipment area within or upon his building at his sole cost. The construction of the area shall comply with all applicable building code requirements. The site, access, location, and arrangement of the facilities shall be subject to PG&E's prior written approval, and any changes or additions thereto shall be made only after PG&E's prior written approval. Except for required area maintenance by Applicant, under PG&E's supervision, Applicant shall not have access to the Equipment area.
- Applicant shall make proper arrangements and pay all the costs associated with the initial and all subsequent installations and removals of PG&E's Equipment into the Equipment area.
- Applicant shall furnish, install, own and maintain all primary and secondary conduits within the property line at his sole cost. The plans for the installation of the secondary service facilities termination details, and other associated facilities installed by Applicant for PG&E use shall be subject to PG&E's prior written approval and shall comply with all applicable code requirements.
- Applicant accepts responsibility for any service interruption that may result from PG&E not having clear access to the Equipment area.

14. General Access.

Where it is necessary for PG&E to install facilities on Applicant's premises, Applicant hereby grants to PG&E: (a) the right to install, own and maintain such facilities on Applicant's premises together with sufficient legal clearance between all structures now or hereafter erected on Applicant's premises; (b) the right to enter and leave Applicant's premises for any purpose connected with the furnishing of gas and electric service (meter reading, inspection, testing, routine repairs, maintenance, replacement, emergency work, etc.) and the exercise of any and all rights secured to it by law, or under PG&E's tariff schedules.

15. Land Rights.

Where formal rights-of-way, easements, land leases, or permits are required by PG&E for the installation of the facilities on or over Applicant's property, or the property of others, Applicant understands and agrees that PG&E shall not be obligated to install the Facilities or accept the facilities installed by Applicant or the approved contractor unless and until any necessary permanent rights-of-way, easements, land leases, or permits, satisfactory to PG&E, are granted to or obtained for PG&E without cost to or condemnation by PG&E; however, if PG&E is unable to obtain such land rights, Applicant shall obtain them. Such easement shall include the right of access and right to trim trees as necessary to maintain required legal clearances from overhead wires.

16. Acceptance and Conveyance.

In accordance with the PG&E's General Terms and Conditions attached, and upon (a) PG&E's receipt of any required formal rights-of-way, easements, leases, and permits, and (b) PG&E's pressurization and energization of facilities installed by Applicant, Applicant hereby grants and conveys to PG&E, its successors and assigns, all rights, title and interest in and to all such work and facilities, free and clear of all liens and encumbrances.

17. Safety Precautions.

Applicant shall ascertain the location of all existing gas and electric facilities of PG&E within the scope of Applicant's construction area and inspect the area initially and periodically during construction to verify the location of all existing and new PG&E facilities. Applicant and PG&E shall

DISTRIBUTION AND SERVICE EXTENSION AGREEMENT - PROVISIONS

perform all work in compliance with applicable federal, state, and local laws, rules and regulations. Applicant shall inform all persons doing work in proximity of the location of PG&E's facilities and ensure that all work of non-PG&E employees is planned and conducted in a manner to safeguard persons and property from injury. Work performed in close proximity to PG&E's energized electric facilities and pressurized gas facilities also shall be performed in accordance with established Cal-OSHA safety rules and practices, and as may be directed by PG&E. Only personnel duly authorized by PG&E are allowed to connect or disconnect conductors from PG&E-owned Service Facilities, or perform any work upon PG&E-owned existing facilities.

18. Delays in Construction.

- **Force Majeure.** PG&E shall not be responsible for any delay in either the performance of Applicant's responsibilities under this Agreement, or the installation or completion of the facilities by PG&E resulting from shortage of labor or materials, strike, labor disturbance, war, riot, weather conditions, governmental rule, regulation or order, including orders or judgments of any court or commission, delay in obtaining necessary land rights, act of God, or any other cause or condition beyond the control of PG&E.
- **Resources.** PG&E shall have the right, in the event it is unable to obtain sufficient supplies, materials, or labor for all of its construction requirements, to allocate materials and labor to construction projects which it deems, in its sole discretion, most important to serve the needs of its customers. Any delay in construction hereunder resulting from such allocation shall be deemed to be cause beyond PG&E's control.
- **Inflation.** In the event that PG&E is prevented from commencing the installation of the facilities for reasons beyond its reasonable control within twelve months following the effective date of this Agreement, PG&E shall have the right to revise the cost figures to reflect any increases in costs since the original costs were determined. PG&E shall notify Applicant of such increased costs and give the option to either terminate this Agreement or pay PG&E the additional charges.

19. Change Orders and Relocations.

All standard design or construction changes made in the field, which impact the charges to Applicant, will be made using PG&E's Agreement Change Order. These field changes, including unforeseen field conditions which may result in additional work or costs by Applicant, the approved contractor or PG&E, may require sketch revisions of Exhibit B. Unforeseen field conditions include, but are not limited to, contaminated soil, obstructions, and weather conditions. The proper execution and attachment of the Agreement Change Order, and any necessary changes to supersede Exhibit A resulting from the change order, constitutes formal amendment to this Agreement. Applicant shall pay PG&E for any such changes in accordance with the appropriate tariff.

EXCEPTION: If the requested changes are in addition to or substitution for the standard Facilities that PG&E would normally install, then a Special Facilities Agreement shall be required under the provisions of Section I of Rule 2.

20. Termination of Agreement.

In the event Applicant has not fulfilled its obligations under this Agreement within twelve (12) months following the date of this Agreement, and PG&E is unable to proceed hereunder, PG&E shall have the right to terminate and/or supersede this Agreement upon thirty (30) days' written notice to Applicant. Upon such notice PG&E will calculate any refundable or additional non-refundable

DISTRIBUTION AND SERVICE EXTENSION AGREEMENT - PROVISIONS

amounts that may be due based on that portion of the distribution system then completed, utilizing the estimated costs developed by PG&E for this Agreement.

The superseding Agreement, if any, shall be in the same form as this Agreement, shall be executed by the parties hereto and shall provide that costs be allocated to the portion of the Distribution System then completed, if any, consistent with those costs estimated by PG&E for this Agreement.

If this Agreement is terminated as set forth above, Applicant further agrees to forfeit that portion of the advance paid to PG&E for its expenses covering any engineering, surveying, right-of-way, removal, acquisition and other associated work incurred by PG&E. If such expenses are greater or less than the refundable and/or non-refundable payments, Applicant shall pay to PG&E, or PG&E shall refund the balance without interest, to Applicant, as the case may be.

21. Indemnification and Withholding.

INDEMNIFICATION: Applicant shall indemnify, defend and hold harmless PG&E, its officers, directors, agents, and employees, from and against all claims, demands, losses, damages, costs, expenses, and legal liability connected with or resulting from injury to or death of persons, including but not limited to employees of PG&E, Applicant, contractor or subcontractor; injury to property of PG&E, Applicant, or any third party, or to natural resources, or violation of any local, state or federal law or regulation, including but not limited to environmental laws or regulations, or strict liability imposed by any law or regulation; arising out of, related to, or in any way connected with Applicant's performance of this Agreement, however caused, regardless of any strict liability or negligence of PG&E, whether active or passive, excepting only such claims, demands, losses, damages, costs, expenses, liability or violation of law or regulation as may be caused by the active negligence or willful misconduct of PG&E, its officers, agents, or employees.

Applicant acknowledges that any claims, demands, losses, damages, costs, expenses, and legal liability that arise out of, result from, or are in any way connected with the release or spill of any legally designated hazardous material or waste as a result of the work performed under this Agreement are expressly within the scope of this indemnity, and that the costs, expenses, and legal liability for environmental investigations, monitoring, containment, abatement, removal, repair, cleanup, restoration, remedial work, penalties, and fines arising from the violation of any local, state, or federal law or regulation, attorney's fees, disbursements, and other response costs are expressly within the scope of this indemnity.

Applicant shall, on PG&E's request, defend any action, claim or suit asserting a claim covered by this indemnity. Applicant shall pay all costs that may be incurred by PG&E in enforcing this indemnity, including reasonable attorney's fees.

WITHHOLDING: In addition to any other right to withhold, PG&E may withhold from payments due Applicant hereunder such amounts as, in PG&E's opinion, are reasonably necessary to provide security against all loss, damage, expense, and liability covered by the foregoing indemnification provision.

22. Assignment of Contract.

Applicant may assign this Agreement, in whole or in part, only if PG&E consents in writing and the party to whom the Agreement is assigned (Assignee) agrees in writing, to perform the obligations of Applicant hereunder. Such assignment shall be made using PG&E's Assignment Agreement and shall be notarized. Assignment of this Agreement shall not release Applicant from any of the obligations under this Agreement unless otherwise provided therein, shall be deemed to include Applicant's right to any refunds then unpaid or which may thereafter become payable.

DISTRIBUTION AND SERVICE EXTENSION AGREEMENT - PROVISIONS

23. Joint and Several Liability.

Where two or more individuals or entities are joint applicants under this Agreement, PG&E shall direct all communications, charges and refunds to Applicant designated below, but all applicants shall be jointly and severally liable to comply with all terms and conditions herein.

24. Warranty.

As specified in PG&E's General Terms and Conditions, Applicant shall warrant that all materials and workmanship performed or otherwise provided by Applicant shall be free of all defects and fit for its intended purposes. The warranty begins with the date the facilities are energized or pressurized by PG&E and extends past the date of final acceptance of the Distribution System by PG&E for (a) one year covering equipment furnished and installed by Applicant or the approved contractor, and (b) two years plus, covering the trenching and backfilling. In the event Applicant's work or materials provided under this Agreement fails to conform to the warranty or are damaged as a result of any actions by a third party, Applicant shall reimburse PG&E its costs for the total cost of repair and/or replacement as deemed necessary by PG&E. Such reimbursements shall be non-refundable.

25. Effective Date and Term.

This Agreement shall be binding when: (a) the Agreement is signed by Applicant and delivered together with payment required to PG&E within ninety (90) days of issuance, and (b) the Agreement is accepted and executed by PG&E. If Applicant is a corporation, partnership, joint venture or a group of individuals, the subscriber hereto represents that he or she has the authority to bind said corporation, partners, joint venture or individuals as the case may be.

The term of this Agreement shall commence on the date PG&E's facilities are first ready to supply and serve, as shown in PG&E's records, and shall then continue in force for a period of ten years, subject to the termination provision of this Agreement

26. Commission Jurisdiction.

This Agreement shall be subject to all of PG&E's applicable tariff schedules on file with and authorized by the Commission and shall at all times be subject to such changes or modifications as the Commission may direct from time to time in the exercise of its jurisdiction. These may include, but are not limited to changes or modifications to Monthly Cost-of-Ownership Charges (higher or lower percentage rates), extension rules, rate schedules, allowances and refund amounts.



Pacific Gas and Electric Company
San Francisco, California
U 39

Revised
Cancelling Revised

Cal. P.U.C. Sheet No.
Cal. P.U.C. Sheet No.

29280-G
27713-G

Gas Sample Form No. 79-716
General Terms and Conditions for Gas and Electric Extension and Service
Construction by Applicant

Please Refer to Attached
Sample Form

Advice Letter No: 3248-G
Decision No.

Issued by
Brian K. Cherry
Vice President
Regulation and Rates

Date Filed October 14, 2011
Effective November 14, 2011
Resolution No. _____



Pacific Gas & Electric Company

REFERENCES:

***GENERAL TERMS AND CONDITIONS
FOR GAS AND ELECTRIC EXTENSION AND
SERVICE CONSTRUCTION BY APPLICANT**

SUBMITTED TO APPLICANT BY:

**GENERAL TERMS AND CONDITIONS
FOR GAS AND ELECTRIC EXTENSION AND SERVICE
CONSTRUCTION BY APPLICANT**

**GENERAL TERMS AND CONDITIONS
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**GENERAL TERMS AND CONDITIONS
FOR GAS AND ELECTRIC EXTENSION AND SERVICE
CONSTRUCTION BY APPLICANT**

A. APPLICABILITY

These general terms and conditions apply where the Applicant proposes to install new gas or electric facilities for new business utility service under the provisions of the Gas and Electric Rules as filed with the California Public Utilities Commission.

The attached specific terms and conditions and applicable Drawings shall supplement these general terms and conditions. The Applicant shall ensure that their selected Contractors and Subcontractors conform to all PG&E requirements as stated in the applicable rules, these general terms and conditions, the supplemental specific terms and conditions and all applicable Drawings.

B. DEFINITIONS

The following words and their definitions are provided for uniformity and clarity between PG&E, the Applicant and the Applicant's Contractor or Subcontractors.

1. Agreement: This term includes, but is not limited to, the project specific Agreement, these general terms and conditions, specific conditions, standard Drawings, construction Drawings, appendices and any associated bonds, together with any other written documentation between PG&E and the Applicant (including CPUC authorized tariffs specifically incorporated therein by direct reference or otherwise).
2. Applicant: The developer or party entering into an Agreement with PG&E for the installation of gas or electric facilities.
3. Applicant's Statement of Costs: Form # 79-1003. A statement of Applicant's Contract Anticipated Costs supplied by the Applicant and verified under penalty of perjury by Applicant. These costs shall be used by PG&E as the exclusive determinant of Applicant's refundable costs for the work normally provided by PG&E, as specified in Gas & Electric Rules 15.G.1.b, to determine the lower of PG&E's or Applicant's costs, which will be subject to the allowances and refund provisions of Gas and Electric Rules 15 & 16
4. As-Built: A required Drawing by Applicant clearly showing all installed facilities prepared upon completion of project. This may include, but is not limited to the distribution and service facilities installed.
5. Authorization Joint Trench Construction (Form B): A billing breakdown prepared at the Applicant's expense by either the Applicant or PG&E in conjunction with the Composite Drawings for the various trench occupants by footage. See Exhibit I for sample Form B.
6. Change Order: Authorization to add, delete or change Work. PG&E's Change Order form provides a description of additional Work and authorization to perform or delete such Work as agreed to by Applicant and PG&E. See Exhibit III for sample Change Order.
7. Composite: A Drawing prepared at Applicant's expense by either the Applicant or PG&E (if PG&E agrees and labor is available). This Drawing delineates by measurement, the trench route and location from adjacent property lines or fixed objects, the size for each trench section (width, depth and length), the location and size of all substructures and the various cross-sectional Trench Configurations, showing size and number of buried facilities for each trench occupant.

8. Contractor: The Applicant's agent who enters into a contractual agreement with the Applicant for the installation of the specified gas or electric facilities. All obligations of the Applicant as specified in this Agreement shall also apply to the Contractor.
9. Distribution Trench: A trench to be utilized for distribution and feeder facilities that is intended to serve more than one building, customer or parcel. Such a trench may also contain gas service pipes and conduits or conductors for serving a single customer or street lights. The term distribution trench shall also include those trenches designated by the telephone utility as "Common Service Connection Trenches." A distribution trench will normally be located in a (a) private utility right-of-way and easement, (b) dedicated public utility easement or (c) other thoroughfare under permit which will be superseded by the utility franchise right.
10. Drawings:
- Standard Drawings
- Drawings prepared by PG&E depicting PG&E requirements for design, construction, operation and maintenance of its operating facilities.
- PG&E electric standard Drawings
 - PG&E gas standard Drawings
 - PG&E electric design standard Drawings
- Construction Drawings
- A Drawing(s) depicting the site specific requirements for a defined utility extension and service project.
- Composite Drawing
 - Gas and electric site construction Drawings(s) that provide a layout of proposed Work in sufficient detail to allow the Applicant to plan and perform the Work.
 - Gas Service Orders
11. Intent: Notice of Intention to Construct Underground Facilities (Form A): The Intent shall notify and advise other agencies that trench Work is proposed in a particular area, and provides an invitation to other potential occupants to share the benefits and costs of joint trench construction. See Exhibit II for sample Form A.
12. Land Rights: Any legal right of a person, corporation (utility) etc., to use another's land. Such Land Rights will usually be in the form of a: (a) private right-of-way and easement; (b) dedicated public utility easement; (c) franchise rights; or, (d) permit (license) and lease agreement.
13. Material Suppliers: Those vendors, suppliers and manufacturers who have been qualified by PG&E to supply material according to PG&E specifications.
14. PG&E: Pacific Gas & Electric Company acting through its authorized representative(s).
15. Permit: A written Agreement or license for Work, granted by the agency having authority.
16. Service Trench: A trench which extends from a distribution trench to an Applicant's building or service termination point. Such a trench may be designated as a "Separate Service Connection Trench" by telephone.
17. Subcontractor: The party or parties or another entering into a contractual agreement with the Applicant's Contractor or another Subcontractor for the installation of a portion of the specified gas or electric facilities. The obligations, where set forth in this Agreement, shall also apply to Subcontractors regardless of level or tier.

18. Superintendent: Applicant's field representative to whom PG&E and the Applicant make known decisions, instructions and interpretations. Notices given the Superintendent shall be deemed notices given to the Applicant.
19. Trench Configuration: The cross-sectional trench design specified to provide trench occupants with facility clearance and cover requirements.
20. Trench Layout: Preliminary design showing joint trench route submitted with an Intent.
21. Utilities: Agencies, public or private, which install, own, and operate utility facilities intended for general public, municipal or private use.
22. Work: All labor, materials, equipment and any other job requirements related to the attached specification and Drawings.

C. RESPONSIBILITIES

1. PROJECT INITIATION AND ENGINEERING	APPLICANT	PG&E
a. Applicant will submit gas and electric loads, plans and Drawings and other information as required by PG&E. Applicant must also submit an executed "Statement of Applicant's Contract Anticipated Costs," - Form # 79-1003, upon receipt of PG&E's estimated costs.	♦	
b. PG&E shall furnish to the Applicant, in a timely manner, the following (where applicable); 1. For underground facilities, separate preliminary gas and electric engineering sketches indicating the trench design and the approximate routing of facilities. These sketches are for design purposes only and are not intended to be used for construction. 2. For overhead facilities, site Construction Drawing(s) and specifications for the Work. The site Construction Drawings will augment the standard Drawings and specifications contained herein and are to be part of this Agreement.		♦
c. For underground facilities, the Applicant shall contact all other potential trench occupants (telephone, cable TV, and etc.) with an Intent (Form A), to use the proposed joint utility trench. ¹ The Intent shall include, but is not limited to, a sketch and trench/excavation cost breakdown. Cost breakdowns shall be as required on the attached Form B	♦	
d. For overhead facilities, PG&E shall contact other Utilities for Intent to use the proposed overhead facilities.		♦
e. For underground facilities, the Applicant shall provide PG&E a Composite Drawing delineating the cross-sectional facility configuration of all trench occupants and the intended size of their facilities. ²	♦	
f. PG&E will review Applicant's Composite Drawings. Approval will be granted if the Composite Drawings meet all the necessary requirements.		♦
1. PROJECT INITIATION AND ENGINEERING (Continued)	APPLICANT	PG&E

¹ At Applicant's request and non-refundable expense, if PG&E has available estimating labor, PG&E may agree to prepare the Composite Drawing, coordinate the Intent process with other potential trench occupants and provide estimated trench/excavation cost breakdowns.

g. Upon receipt of the Applicant's approved Composite Drawings, PG&E shall prepare any site Construction Drawing(s) and specifications for the Work. The site Construction Drawings will augment the Standard Drawings and specifications contained herein and are to be part of this Agreement.		♦
h. If the Applicant elects to perform the gas service installation, it shall be PG&E's responsibility to provide "gas service orders" to the Applicant. The service orders must be returned to PG&E with As-Built correction prior to acceptance and pressurization of the gas services.		♦

2. ² MATERIALS	APPLICANT	PG&E
a. The Applicant shall determine the material requirements from the approved Drawings. Quantities for individual assemblies (e.g., pole structures, gas meter risers, and etc.) shall be determined from the applicable standard Drawings. The Applicant is responsible for the determination of accurate distance requirements resulting from terrain variations, electric cable slack requirements, gas line, cable termination requirements, and etc.. PG&E assumes no responsibility for the stated distance quantities and will not honor claims arising from a difference between these quantities and what is required for the Work.	♦	
b. At Applicant's request and at PG&E's option, PG&E will provide a Material Summary sheet identifying the materials and quantities for the project. The material summary is intended to include most major materials and some minor materials for the job. The summary is furnished solely as a convenience for compiling a list of anticipated construction materials and does not necessarily include all materials which may ultimately be necessary for your job. Material codes, if identified, are PG&E's company assemblies that may be available from approved vendors only as individual components. It is emphasized that applicants bear the ultimate responsibility to ensure that all materials necessary to construct their project are ordered using the APPROVED construction Drawing(s) and engineering standards furnished by PG&E.		♦
c. PG&E shall provide the Applicant a list of approved Material Suppliers for the Applicant's procurement of material.		♦
d. The Applicant shall only solicit material bids from the list of approved Material Suppliers. Materials acquired from vendors who are not on the approved supplier list will not be accepted.	♦	

² Specific items of purchase may require in-plant inspections by PG&E prior to shipment to a job site. Any item designated within PG&E's specifications by brand name shall be as designated. Requests by the Applicant for an "approved equivalent" for such items shall be granted in writing by PG&E only if PG&E has determined that the specified material is not available. In any case, the decision of PG&E will be final. PG&E will not honor any claim arising from approvals or rejections of requests for "approved equivalent" items. Furnishing or installing, or both, of such an item shall be in accordance with the manufacturer's recommendations and specifications except as they may be modified by PG&E standards and specifications.

2. MATERIALS (Continued)	APPLICANT	PG&E
e. The Applicant shall be responsible for: (1) procurement of all materials in accordance with PG&E requirements from PG&E-approved Material Suppliers (2) material storage and security (3) disposal of excess materials (4) immediate removal from the job site of materials rejected by PG&E . (5) Equipment with repairable defects may be repaired rather than being replaced at the discretion of the responsible PG&E standards engineer. Equipment to be replaced shall be removed from the job site without undue delay.	♦	
f. Prior to the installation of materials, the Applicant shall provide PG&E with supplier's certifications that all permanent materials to be used in the Work comply with the applicable PG&E specifications and Drawings. All material shall be new and in first class condition and shall comply with the requirements of this Agreement, with the exception of equipment that is pending repair. If Applicant fails to provide materials in compliance with the specification and Drawings, PG&E reserves the right to reject the material. Any materials that are defective or in the opinion of PG&E show signs of deterioration shall be immediately removed from the job site and replaced by the Applicant.	♦	
g. The Applicant is responsible for furnishing all materials³ and tools⁴ for the Work. Storage and handling of all material shall be in accordance with the applicable PG&E standards or manufacturer recommendations. Storage areas shall be designated and access to these areas shall be limited to minimize damage to material. Some materials may require protected storage facilities to minimize deterioration from sunlight and weathering. Applicant shall ensure that material storage is in accordance with the above requirements. Furnishing protective storage facilities shall be the responsibility of the Applicant.	♦	
h. The Applicant shall ensure PG&E access to all material storage areas or facilities.	♦	

³PG&E will normally not sell materials to Applicants who chose to use their own Contractor. On rare occasions when a critical project will be delayed, PG&E may, at its option, sell material from PG&E stock to the Applicant (not to the Contractor) if **ALL** of the following criteria are met;

- (1) the Applicant has demonstrated that they have placed timely and proper material orders and they cannot obtain the material on time.
- (2) delayed delivery of the specific material will delay establishing service to PG&E customers;
- (3) the materials in PG&E stock are not dedicated nor needed for other projects or Work;
- (4) all payments including the appropriate taxes, overheads and any cost associated with the sale are collected up-front;
- (5) if PG&E trades materials with the Applicant, all PG&E costs associated with the trade are collected in advance of construction.

All sales are final. Return of sold material is not permitted.

⁴ Under no circumstance shall PG&E loan tools, with the exception of mandrels which may be loaned to Applicants at PG&E's sole discretion.

3. PAYMENTS	APPLICANT	PG&E
a. Applicant shall compensate PG&E for the cost of (1) Agreement and document preparation (2) Surveys (3) Land rights, preparation of land right documents, and associated permits acquired by PG&E. (4) Engineering and design specification documents including but not limited to site specific drawings, material specifications, and construction specifications documents (5) Construction and material inspections (6) PG&E administrative charges associated with the Work (7) Specific or special contractual requirements (E.g. Special facilities installations or engineering work to permit the Applicant to solicit competitive bids for the installation of the proposed gas, electric underground and electric overhead facilities. (8) PG&E's labor and material costs necessary to complete the installation. These costs shall be paid by the Applicant prior to construction. The refundable costs for Applicant installed work that is PG&E's responsibility will be based on the lower of the Applicant's Contract Anticipated Costs or PG&E's estimated refundable costs. All other refundable and non-refundable costs will be based on PG&E's estimated costs.	♦	
b. PG&E refund and reimbursement payments for Work performed by the Applicant and accepted by PG&E are subject to the applicable extension and service rule allowances. Payments will be based on the lower of the Applicant's Contract Anticipated Costs or PG&E's estimated costs. PG&E will not refund or reimburse the Applicant for any special charges for non-standard activities performed or facilities installed.		♦

4. PERMITS, LICENSES AND SPECIAL INSPECTION	APPLICANT	PG&E
a. The Applicant is fully responsible for obtaining all necessary Permits and licenses for moving all construction equipment, tools, supplies, materials and people across railroads and highways, across public or private lands and along public and private roads. Applicant is responsible for obtaining such licenses and Permits as are necessary for it to operate and do business in any of the counties, towns, etc., in performance of the Work.	♦	
b. Applicant shall, without cost to PG&E, obtain all required Permits, serve notices, arrange for inspection and pay fees and deposits. Work shall comply with the applicable governmental rules, regulation and ordinances.	♦	
c. The Applicant shall be responsible for obtaining excavation Permits in accordance with Section 341 of Chapter 3.2, Group II, Title 8, California Administrative Code for "construction of trenches which are 5 feet deep or deeper and into which a person is required to descend."	♦	
d. Should special supervision or inspection of construction activities be required by any grantor or permittor, as a condition of the Permit or grant of occupation, Applicant shall be responsible to pay all costs of such supervision and inspection.	♦	

5. ⁵ CONSTRUCTION	APPLICANT	PG&E
a. The Applicant shall only solicit installation bids from qualified Contractor/ Subcontractors who shall: (1) Be licensed in California for the appropriate type of work (electrical, general, etc.) (2) Employ workers properly certified for specific skills, required (plastic fusion, welding, etc.). Electric workers shall be properly qualified (Qualified Electrical Worker, Qualified Person, etc.) as defined in State of California High Voltage Safety Orders (Title 8, Chapter 4, Subchapter 5, Group 2). (3) Comply with applicable laws (Equal Opportunity Regulations, OSHA, EPA, etc.). Further, an Applicant who intends to employ a Qualified Contractor/ Subcontractor should consider whether the Qualified Contractor/Subcontractor: (1) Is technically competent (2) Has access to proper equipment (3) Demonstrates financial responsibility commensurate with the scope of the contract. (4) Has adequate insurance coverage (Workers' Compensation and Employer Liability, Commercial General Liability, and Business Auto. (5) Is able to furnish surety bond for performance of the contract, if required.	♦	
b. Applicant and their Contractors and Subcontractors shall use only PG&E-approved construction Drawings for construction purposes. Construction from unauthorized or preliminary Drawings is not permitted. The Applicant shall assume full responsibility for errors, omissions or changes if the project is constructed from preliminary Drawings or from non-PG&E approved construction Drawings.	♦	
c. Applicant shall require the Superintendent to be in charge of the worksite, to supervise the Contractor and Subcontractor Work, to exercise control as may be require and to be available to PG&E at the time when Work is being performed.	♦	
d. Applicant shall prepare and update as necessary a construction schedule to specify the starting dates and duration of the trenching, installation, backfill and clean up Work anticipated for the new gas and electric facilities. The schedule for other occupants of a joint trench, if any, shall also be indicated.	♦	
e. The Applicant shall be responsible both for arrangement of a pre-construction meeting for all pole line or trench occupants and coordination of all field installation of other joint pole and joint trench occupant's facilities. The pre-construction meeting should be held a minimum of ten working days prior to commencement of Work.	♦	
f. Applicant is to coordinate the installation of other Utilities, e.g., telephone, cable TV , to minimize costs to each party.	♦	

⁵ PG&E shall not honor any claims arising from the Applicant's required adherence to Work practices and safety precautions dictated by PG&E's established safety rules.

5. CONSTRUCTION (Continued)	APPLICANT	PG&E
g. The Applicant shall schedule the Work to avoid any standby of PG&E personnel. PG&E shall have the right to approve the schedule. If PG&E's Work becomes delayed after mobilization by PG&E, the Applicant shall be liable for the cost of such delays (e.g., "move on", "move off" or standby time).	♦	
h. On final walk-thru and before energization or pressurization, the Applicant shall tag the electrical distribution, electrical services and gas services with the letters "AIF" and the anticipated expiration date of the material warranty. Identification shall be by affixing an orange plastic tag to the electrical wire in each primary and secondary enclosure, to the wires in the electrical service panels and to the gas service risers.	♦	
i. Applicant shall plan and conduct the Work to safeguard persons and property from injury. Applicant shall direct the performance of the Work in compliance with reasonable Work practices and with applicable federal, state, and local laws, rules, and regulations, including but not limited to "Occupational Safety and Health Standards and Orders" promulgated by the US Secretary of Labor and the California Division of Occupational Safety and Health (Cal-OSHA). Work in areas adjacent to electrically energized facilities or operating natural gas facilities shall be performed in accordance with Cal-OSHA, established safety rules and as may be directed by PG&E. Before digging, Applicant shall contact, "Underground Service Alert" (USA), and abide by its rules and procedures. PG&E may require Applicant to observe reasonable safety precautions in addition to those in use or proposed by Applicant or other agencies. Neither the giving of special instructions by PG&E nor the adherence thereto by Applicant shall relieve Applicant of the sole responsibility to maintain safe and efficient working conditions.	♦	
j. PG&E shall perform all Work involving connecting the Applicant's installed utility system to PG&E's operating facilities.		♦
k. Applicant workmanship shall be of acceptable quality in every respect, plumb and true, and shall comply or exceed the requirements of the Specifications and Drawings. Workmanship shall be subject to inspection by PG&E. If workmanship does not comply with the Specifications and Drawings, PG&E reserves the right to not accept the Work or to suspend Work.	♦	

6. ⁶ CHANGES AND EXTRA WORK	APPLICANT	PG&E
a.: PG&E or the Applicant may require changes in the Work or in the provisions governing the Work. Increase in Work, decrease in Work or changes shall be performed only when authorized in writing by the Applicant and PG&E on PG&E's current filed and approved Change Order Form. No subsequent claim will be honored for intangible effects or time lost resulting from Work covered by a Change Order. Pricing shown in the Change Orders may be flat costs and shall include all indirect or intangible costs.	♦	♦
b. For a change in Work requested by PG&E, PG&E shall re-estimate the Work to determine the value of the incremental direct labor and material costs. This cost change will revise PG&E's prepared estimate used as the basis for payment (if any) to the Applicant in accordance with the extension and service allowances in the tariffs.		♦
c. PG&E and the Applicant shall mutually agree to the value of all incremental intangible costs associated with the implementation of this change in the Work. PG&E shall have the right to review, audit and approve all documentation that supports an Applicant's basis of determining intangible incremental costs. The Applicant will be fully reimbursed for the value of these agreed upon intangible costs in accordance with These General Terms and Conditions and as identified in the appropriate tariffs.	♦	♦
d. In the event the extra Work requires additional materials, PG&E has the right to furnish certain material items that PG&E determines are in its best interest to furnish. The material to be furnished will be documented on the Change Order Form.		♦
e. For a change in the Work requested by the Applicant and agreed to by PG&E on the Change Order Form, PG&E shall re-estimate the Work to determine the value of the incremental direct labor and material costs. This cost change will revise PG&E's refundable or non-refundable payments to or from the Applicant in accordance with these General Terms and Conditions and as identified in the appropriate tariffs. PG&E shall determine the value of additional engineering and specification preparation charges for changes in the Work. The Applicant shall be responsible for any increased costs.	♦	♦

7. INSPECTION	APPLICANT	PG&E
a. The Applicant agrees to a thorough and detailed inspection (100%) by PG&E of any activity undertaken by the Applicant in the performance of the obligations of this Agreement.	♦	
b. Applicant's contracts with Contractor(s) and Subcontractors will provide for PG&E's right to conduct the required inspections.	♦	
c. Applicant shall pay the cost of inspection, including PG&E administrative overheads and payroll additives, per diem, transportation, etc. in accordance with the provisions of Gas & Electric Rules 15 and 16.	♦	

⁶ In the event the number of trench occupants changes from the number originally used to determine the costs, PG&E shall have the right to reallocate the costs in accordance with PG&E's established practices. Applicant may be billed for additional charges related to these changes. Failure or neglect of PG&E to condemn or reject inferior Work or material shall not be construed as acceptance of such Work or materials.

7. INSPECTION (Continued)	APPLICANT	PG&E
d. PG&E shall have free access to the Work at all times.		♦
e. PG&E has the right to make field and shop inspections and material tests. See material section for additional material inspection instructions.	♦	
f. The Applicant shall notify PG&E a minimum of two working days in advance of commencing any related Work. Every attempt will be made to meet the requested inspection window.	♦	
g. PG&E will assign a representative(s) to observe and approve all Work related to the attached specifications and Drawings. PG&E shall assign additional inspectors as it deems necessary to observe and approve specific items of Work that it deems to warrant additional inspection.		♦
h. PG&E may direct the Work in areas adjacent to electrically energized facilities or operating natural gas facilities as described in these General Terms and Conditions, Section 5f, Construction.		♦
i. Applicant agrees that no Work shall be performed unless PG&E is present or the Applicant has received prior written consent from PG&E to proceed.	♦	
j. The Applicant agrees that neither the making, nor the failure to make, inspections and tests nor the express or implied approval of the Work by PG&E shall relieve Applicant from the responsibility to complete and guarantee the Work as specified. Rejected Work shall be remedied at the Applicant's expense.	♦	
k. In the event that the Applicant fails to maintain the anticipated progress and the Work duration is extended beyond the original estimates, the Applicant will be liable for additional inspection and per diem costs. PG&E will not honor any claims arising from extended Work duration.	♦	

8. DOCUMENTATION AND AS-BUILT DRAWINGS	APPLICANT	PG&E
a. The Applicant shall provide documentation to warrant that the installed facilities meet or exceed the requirements of the Agreement and are installed in the proper location. In addition, the Applicant will provide one set of separate gas and electric As-Built Drawings and marked up service orders (when applicable) marked in red and signed by Applicant prior to pressurization and energization.	♦	
b. The Applicant shall provide the following minimum gas As-Built Drawing requirements; (1) Corrected Construction Drawings marked in red and clearly showing all changes. (2) Marked up Drawings showing actual locations, footage's and dimensions of the installed distribution facilities. (3) Certified copies of PG&E's approved Qualification records for all welders/plastic joiners. (4) Testing documents including calibration documents for testing equipment.	♦	
c. Should the Applicant choose to perform the service completion Work, PG&E will provide gas service orders of the facilities to be installed. It shall be the Applicant's responsibility to mark-up the service orders in red, so as to clearly identify all construction changes. These service orders must show actual locations, footages and dimensions of the installed service facilities. The Applicant shall return all completed As-Built service orders to PG&E prior to pressurization or energization and no later than ten (10) working days from completion of said service Work.	♦	♦

8. DOCUMENTATION AND AS-BUILT DRAWINGS (Continued)	APPLICANT	PG&E
d. The Applicant shall provide the following minimum electric As-Built Drawing requirements; The corrected Construction Drawings must be marked in red and clearly show changes. (1) Location, size, type and footage of installed conduit, cable and overhead conductor. (2) Location, size, type and dimensions of manholes, splice boxes and equipment enclosures (3) Location, size and type of poles and anchors (4) Location, type and manufacturer's name plate data of equipment.	♦	
e. Applicant shall have all As-Built Drawings and marked up service orders verified by, approved by, and submitted to PG&E prior to pressurization and energization.	♦	

9. ⁷ FINAL ACCEPTANCE AND CONVEYANCE	APPLICANT	PG&E
a. Upon satisfactory completion of the Work PG&E will pressurize or energize the distribution system making the distribution system operational. Pressurization or energization will serve as PG&E's final acceptance of the Work.		♦
b. Upon final acceptance, and upon PG&E's receipt of any required formal right-of-way(s), easements, leases and Permits, the Applicant shall convey to PG&E all rights, title and interest in and to all such Work and facilities in accordance with the terms and conditions of Agreement.	♦	
c. Guarantee and warranty periods shall commence on the date of final acceptance by PG&E.	♦	♦
d. Services not completed (tied-in) upon final acceptance of the distribution system shall not be accepted with the distribution system. These services shall be accepted on the date(s) the first meter is set on the service.	♦	♦
e. The risk of loss or damage to the Work and materials shall remain with Applicant, Contractor and Subcontractor, until the Work is completed and accepted by PG&E.	♦	

10. PARTIAL USE OF FACILITIES	APPLICANT	PG&E
a. To provide permanent service, the Applicant, with prior written authorization of PG&E, may convey to PG&E certain portions of the underground facilities which have been completed and installed hereunder. If PG&E elects to accept by conveyance of portions of these underground facilities, the following shall apply:	♦	♦
b. The Applicant shall ensure that the utilization of such portions of the facilities will in no way delay completion of the entire system.	♦	
c. PG&E shall assume the responsibility for maintenance and operation of the portions of the facility conveyed.		♦
d. The conveyance of such sections shall in no way relieve the Applicant of liability due to use of defective materials or poor workmanship or damage by third parties.	♦	

⁷ Failure or neglect of PG&E to condemn or reject inferior Work or material shall not be construed or imply an acceptance of such Work or materials.

10. PARTIAL USE OF FACILITIES (Continued)	APPLICANT	PG&E
e. Authorization by PG&E for the partial use of facilities shall only be granted for the convenience of PG&E.		♦
f. Applicant must complete enough of the permanent system to minimize future hot tie-ins and Work near energized or pressurized facilities. PG&E may require completion of system sections as it deems acceptable.	♦	

D. CONTRACTORS AND SUBCONTRACTORS

1. Each Contractor and Subcontractor shall be covered by and comply with this Agreement and shall perform the Work for which it contracts in accordance therewith. A Contractor or Subcontractor shall be responsible to Applicant. However, PG&E will have the same privileges and rights with respect to the inspection of Work as are provided for under the contract documents governing the Work of Applicant.
2. A Contractor and Subcontractor shall provide insurance of the same type and limits as required of Applicant unless otherwise authorized in writing by PG&E. PG&E shall be indemnified by the Applicant against all actions, causes of action, claims and demands whatsoever, either in law or in equity arising from the acts or omissions of any Subcontractor within the same limits as those prescribed for Applicant.
3. No Contractor or Subcontractor, regardless of its approval by PG&E, shall bind or purport to bind PG&E.

E. INSURANCE

1. Applicant shall maintain the following insurance coverage.
 - 1.1 The Applicant is also responsible for its Contractor and Subcontractor maintaining sufficient limits of the same coverage. Documentation of same coverage by Contractor or Subcontractor shall be available from Applicant upon request.
 2. **Worker's Compensation and Employers' Liability:** Worker's Compensation insurance or self insurance indicating compliance with any applicable labor codes, acts, laws, or statutes, whether Federal or State, where Applicant, Contractor and Subcontractor performs Work.
 - 2.1. Employers' Liability insurance shall not less than \$ 1,000,000 for injury or death per accident.
 3. **Commercial General Liability:** Coverage shall be at least as broad as the Insurance Services Office (ISO) Commercial General Liability Coverage "occurrence" form, with no coverage deletions.
 - 3.1 The limit shall not be less than \$1,000,000 each occurrence for bodily injury, property damage and personal injury. If coverage is subject to a general aggregate limit, this aggregate limit shall be twice the occurrence limit.
 - 3.2. **Coverage shall:**
 - a) be "Additional Insured" endorsement add, as insured PG&E, its directors, officers, agents and employees with respect to liability arising out of Work performed by or for the Contractor;
 - b) be endorsed to specify that the Contractor's insurance is primary and that any insurance or self-insurance maintained by PG&E shall not contribute with it.
 4. **Business Auto:** Coverage shall be at least as broad as the Insurance Services Office (ISO) Business Auto Coverage form covering Automobile Liability, code 1 "any auto."
 - 4.1. The limit shall not be less than \$1,000,000 each accident for bodily injury and property damage.
 5. **Additional Insurance Provisions:** Before commencing performance of Work, Applicant shall furnish PG&E with certificates of insurance and endorsements of all required insurance for Applicant.

- 5.1. The documentation shall state that coverage shall not be canceled except after thirty (30) days prior written notice has been given to PG&E.
- 5.2. PG&E uses a third party vendor, Exigis, to confirm and collect insurance documents. Certificates of insurance and endorsements shall be signed and submitted by a person authorized by that insurer to bind coverage on its behalf, and submitted through the Exigis website at: <https://prod1.exigis.com/pge> Helpline: 1 (888) 280-0178. Applicant's agent must create a log in account and register as a "service provider."

Certificate Holder
Pacific Gas & Electric Company
c/o Exigis
<https://prod1.exigis.com/pge> Helpline: 1 (888) 280-0178

- 5.3. PG&E may inspect the original policies or require complete certified copies, at any time.

F. INDEMNITY AND WITHHOLDING

1. Applicant shall indemnify, defend and hold harmless PG&E, its officers, directors, agents, and employees, from and against all claims, demands, losses, damages, costs, expenses, and legal liability connected with or resulting from injury to or death of persons, including but not limited to employees of PG&E, Applicant, Contractor or Subcontractor; injury to property of PG&E, Applicant, Contractor, Subcontractor, or a third party, or to natural resources, or violation of any local, state or federal law or regulation, including but not limited to environmental laws or regulations, or strict liability imposed by any law or regulation; arising out of, related to, or in any way connected with Applicant performance of this Agreement, however caused, regardless of any strict liability or negligence of PG&E, whether active or passive, excepting only such claims, demands, losses, damages, costs, expenses, liability or violation of law or regulation as may be caused by the active negligence or willful misconduct of PG&E, its officers, agents, or employees.
2. Applicant acknowledges that any claims, demands, losses, damages, costs, expenses, and legal liability that arise out of, result from, or are in any way connected with the release or spill of any legally designated hazardous material or waste as a result of the Work performed under this Agreement are expressly within the scope of this indemnity, and that the costs, expenses, and legal liability for environmental investigations, monitoring, containment, abatement, removal, repair, cleanup, restoration, remedial Work, penalties, and fines arising from the violation of any local, state, or federal law or regulation, attorney's fees, disbursements, and other response costs are expressly within the scope of this indemnity.
3. Applicant shall, on PG&E's request, defend any action, claim or suit asserting a claim covered by this indemnity. Applicant shall pay all costs that may be incurred by PG&E in enforcing this indemnity, including reasonable attorney's fees.

G. GUARANTEES AND EQUIPMENT WARRANTY

1. **Guarantees:** In addition to the guarantees provided under this Agreement, or implied in fact or in law, Applicant shall leave the entire project in satisfactory working condition and shall be responsible for the repair or replacement at its expense of any part of the Work that develops defects due to faulty material or workmanship within a period of one (1) year after the date of final acceptance by PG&E. Applicant shall, at its expense repair or replace other Work, equipment or property damaged as the result of the defects, or as a result of the repairing thereof, and reimburse PG&E for any repair expenses that PG&E may incur. The warranty period for a repaired or replaced part shall be one (1) year from the date of acceptance of the repaired or replaced part.
2. **Equipment Warranty (One (1) Year):** Applicant shall warrant that equipment furnished and installed by Applicant will be of the kind and quality described in this Agreement, free of defects in workmanship, and material,

and unless otherwise specified, fit for its intended purpose. The warranty period for distribution and services accepted with the distribution system shall begin from the date the materials are accepted by PG&E and shall extend for one (1) year. The warranty period for all other services shall begin on the date the first meter is set and shall extend one (1) year. Should the equipment fail during that period, Applicant shall be liable for all cost associated with repair and replacement of the equipment in accordance with the guarantee above.

3. **Trench Guarantee (Two (2) Years Plus):** The Applicant shall also guarantee that all trench material and trench workmanship shall be satisfactory for a period of two (2) years or as specified in the permit, whichever is greater, from the date of final acceptance by PG&E. The guarantee period for services trenches not accepted with the final acceptance shall begin on the date the first meter is set and shall extend a minimum of two (2) years. During this guarantee period, the Applicant will be so notified should PG&E determine that defects due to faulty trench material or workmanship have developed.

3.1. The Applicant shall pay the cost of the repair or replacement of any part of the Work hereunder which develops defects because of faulty material or workmanship on the part of the Applicant within the two (2) year period.

3.2. Damage to any trench occupant's facilities or to third party property caused by operations of the Applicant shall be repaired or replaced by either the Applicant or PG&E at the Applicant's expense.

3.3. Where PG&E determines that it is not practicable for the Applicant to make the necessary repairs (e.g. Energized or pressurized facilities), PG&E reserves the right to make repairs or replacements at the expense of the Applicant, preserving as far as possible the available evidence of the cause of failure, defect, or damage.

H. INTERPRETATION OF THE AGREEMENT

1. PG&E will decide upon the meaning and interpretation of the Agreement and this decision shall be binding to all parties to this Agreement.
2. It shall be the Applicant's responsibility to ensure that any proposal prepared or received by the Applicant is based on a full knowledge of all conditions that would affect the cost and conduct of the Work. The Applicant shall inform itself fully and convey to all potential Contractors the physical conditions at the Work site, including as applicable, subsurface geology, borrow pit conditions and spoil disposal areas; the availability, location and extent of construction and storage area and other facilities or structures above and below ground; necessary safety precautions and safeguards; dimensions not shown on the Drawings; the extent of established lines and levels; Work to be performed by PG&E or others; rules, regulations and requirements to be observed by the Applicant or its agents in the conduct of the Work.

I. CONFLICTS

1. Should any conflict exist between the General Terms and Conditions and the specific construction specifications, the terms of the General Conditions shall prevail. In the case of differences between the construction specifications and Drawings, the construction specifications shall prevail. In the case of differences between the Construction and Standard Drawings, the Applicant shall immediately so inform PG&E. PG&E shall determine which is the applicable Drawing or portion of a Drawing.
2. Should any conflict exist between the General Terms and Conditions and any applicable state or federal laws, rules, regulations, orders or codes, the state or federal laws, rules, regulations, orders or codes shall prevail. Varying degrees of stringency between the Drawings, specific construction specification, General Terms and Conditions and applicable state and federal laws, rules, regulation orders or codes are not to be deemed conflicts and the most stringent requirements shall control.
3. Applicant shall immediately report in writing to PG&E any discrepancies, errors, or inconsistencies in the Specifications, Drawings, Agreements or laws.

4. PG&E shall not honor any claim arising from the Applicant's resolution of conflicts not in accordance with these provisions.

J. CLAIMS SETTLEMENT, DISPUTES

1. It shall be Applicant's responsibility to inform PG&E, immediately following its occurrence or discovery, of any item or event which Applicant knows, or reasonably should know, that may result in a request for additional compensation under this Agreement. PG&E and Applicant shall endeavor to satisfactorily resolve the matter and should it not be disposed of to Applicant's satisfaction, Applicant shall, within 72 hours thereafter, deliver a written notice of claim to PG&E. Failure to so notify PG&E or failure to supply PG&E with information sufficient to evaluate Applicant's position shall foreclose consideration of any Applicant's claim based on such item or event.
2. Upon receipt of the Applicant's notice of claim, PG&E will review it, taking into account all of the information submitted by the Applicant in substantiation of its claim, and will, within a period of thirty (30) days, prepare and furnish to the Applicant, a written determination and, if appropriate, an offer of settlement thereof.
3. If the Applicant rejects PG&E's determination, the Applicant may file a notice of appeal therefrom. Any such appeal shall be in writing, shall contain all specific and substantive reasons why the Applicant deems PG&E's written determination to be unsatisfactory, and shall be submitted as soon after receipt of PG&E's written determination as is practical, but in no event more than thirty (30) days thereafter.
4. In the event any dispute between PG&E and Applicant with respect to the interpretation or performance of this Agreement cannot be satisfactorily resolved, arbitration shall be resorted to, and the arbitration shall be conducted in San Francisco, California, by the American Arbitration Association before a single arbitrator in accordance with the rules of said association for the construction industry. In such proceedings, the parties shall have the right to utilize depositions as provided in Section 1283 and 1283.05 of California Code of Civil Procedure. The award of the sole arbitrator shall be conclusive and binding upon the parties, subject to the provisions of the California Code of Civil Procedure relating to arbitration as the same now exists or as the same shall be amended during the term of this Agreement. In such award, the arbitrator shall include the fixing of the expense of the arbitration and the assessment of the same in the judgment of the arbitrator against either or both parties hereto. Each party shall bear its cost for legal fees, witnesses, depositions, etc.

K. LEGAL REQUIREMENTS

1. Applicant shall discharge at once, and hold PG&E harmless from any liens that may be filed in connection with the Work. PG&E may retain from payments due, sufficient funds to discharge delinquent accounts of Applicant for which liens on PG&E's property have been or can be filed, and PG&E may at any time pay therefrom, for Applicant's account, such amounts as are admittedly due thereon.
2. If required by PG&E, Applicant shall require the Contractor(s) or Subcontractor(s) to obtain, within 5 days of request, a payment and performance bond in the amount specified by PG&E up to 100% of the installation price in a form and with a surety acceptable to PG&E. PG&E will reimburse Applicant for the bond separately within 21 days of receipt from Applicant of the surety company's invoice.

3. Infringement Protection

- 3.1. **Royalties:** Royalties or other charges for patents for designs, machinery, equipment or materials furnished by Applicant for the Work, or for processes or arts employed by Applicant in performing the Work, shall not be included in the basis for cost reimbursement.
3. 2. **Indemnity:** Applicant shall indemnify PG&E, its officers, agents and employees against loss, damage, expense and liability arising out of the infringement or alleged infringement of patents. Applicant shall defend at its expense suits for infringement or alleged infringement which may be instituted against PG&E. If PG&E's use of the aforementioned items is determined to constitute infringement, Applicant shall, at its expense, either procure for PG&E the right to continue its use; replace the infringing item with non-infringing item satisfactory to PG&E; modify the item so it becomes non-infringing; or remove the item. PG&E will not honor any claims arising from the Applicant's indemnification of PG&E per this Agreement provision.

L. RIGHTS OF PG&E

The Applicant shall provide PG&E, as part of the Applicant's Contract with the Contractor(s), the necessary rights to enforce the applicable portion of these General Terms and Conditions and construction specifications. PG&E shall have the right to inspect and approve any aspect of the Work relating to the procurement and installation of gas and electric facilities which will become part of PG&E's operating system. The Applicant shall honor and enforce any reasonable request made by PG&E.

M. RIGHT TO SUSPEND WORK

1. In the event of the failure of the Applicant to carry on any part of the Work covered by this Agreement in an efficient, workmanlike, skillful and careful manner to the satisfaction of PG&E or in the event of the failure of the Applicant to comply with any of the requirements of the Agreement, PG&E may give written notice to Applicant stating the respect, or respects, in which the Applicant is failing to comply with the terms of the Agreement.
2. If Applicant does not remedy such failure within seven calendar days after such notice is given, PG&E may, at its option and regardless of the state of completion of the Work, require the Applicant to terminate the Work. In such event, the Applicant may award all the remaining Work to another Contractor(s), or the Applicant may proceed with any part of the Work and award the remaining Work to another Contractor. In such event, Applicant shall deed to PG&E, and PG&E shall accept, only that portion of the Work completed by Applicant of a quality satisfactory to PG&E. The Applicant shall be liable for any costs to PG&E arising from this termination of the Work by the Applicant at PG&E's request.
3. If (1) the Applicant seeks relief under applicable law for the benefits of any insolvent or is adjudged bankrupt or (2) a legal action is commenced against the Applicant which in PG&E's opinion, may interfere with the completion of the Work, PG&E may require the Applicant to suspend the Work in progress. Applicant shall be liable for additional costs to PG&E arising from termination.
4. If, (1) the Contractor seeks relief under applicable law for the benefit of an insolvent or is adjudged bankrupt, or (2) legal action is commenced against the Contractor which in PG&E's opinion may interfere with the completion of the Work, the Applicant will honor the demand of PG&E to terminate the contract between the Applicant and Contractor. If the contract between the Applicant and Contractor is terminated, the Contractor shall vacate the Work site. termination Applicant shall be liable for additional costs to PG&E arising from termination .
5. Labor Dispute: In the event of a labor dispute or strike by Applicant's, Contractor's, or Subcontractors' employees which threatens the progress of Work, or PG&E's labor relations, or which disrupts PG&E's operations, or results in a secondary boycott at PG&E's facilities, PG&E reserves the right to suspend or discontinue the Work of the

Applicant, Contractor or any Subcontractor for cause. This paragraph shall be applicable whether or not any Applicant, Contractor or Subcontractor is directly involved in a labor dispute.

N. COMPLIANCE WITH LAWS AND REGULATIONS

1. During the performance of the Work, Applicant, Contractor and its Subcontractors, agents and employees shall fully comply with all applicable state and federal laws and with any and all applicable bylaws, rules, regulations and orders made or promulgated by any government, government agency or department, municipality, board, commission or other regulatory body; and shall provide all certificates for compliance therewith as may be required by such applicable laws, bylaws, rules, regulations, orders, stipulations or plans.
2. Applicant shall assume full responsibility for the payment of all contributions and payroll taxes, whether Federal, state, municipal or otherwise as to its employees, servants or agents engaged in the performance of the Work. Applicant shall be responsible to pay all taxes applicable to its operations as imposed by any governing authority.
3. Applicant shall require any Contractor or Subcontractor to whom any portion of the Work to be performed hereunder may be contracted to comply with provisions of this paragraph, and agrees to save and hold PG&E harmless from any and all penalties, actions, causes of action, damages, claims and demands whatsoever arising out of or occasioned by failure of Applicant and Contractor or a Subcontractor to make full and proper compliance with said bylaws, rules, regulations, laws, orders, stipulations or plans.
4. This Agreement shall be deemed to be a contract made under laws of the State of California and for all purposes shall be construed in accordance with the laws of said state.

O. FEDERAL EQUAL OPPORTUNITY LAWS

Federal Regulations: During the performance of this Agreement and to the extent that Federal Equal Opportunity regulations may be applicable to this Agreement, the Applicant agrees to comply with all provisions of those orders and regulations included by summary or reference in the following:

1. **Equal Employment Opportunity:** Executive Order No. 11246, 3 CFR 339 (1065 (Contracts exceeding \$10,000) Provides that Applicant will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin and further that Applicant shall take affirmative action to ensure that Applicant and employee are treated without regard to their race, color, religion, sex or national origin.
2. **Certification of Non-segregated Facilities:** 41 CFR 60-1.8: (Contracts exceeding \$10,000) Applicant will not maintain or provide segregated facilities for its employees and will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained.
3. **Listing Employment Openings:** Executive Order 11701: (Contracts of \$2,500 or more) Applicant will list employment openings with the Employment Development Department in accordance with the Veteran's Employment and Readjustment Act of 1972 and Executive Order 11701. The contract clause, set forth at 41 CFR 50-250.2, is incorporated herein by reference.
4. **Employment of the Handicapped:** Rehabilitation Act of 1973: 41 CFR 60-741.4: (Contracts exceeding \$2,500) The affirmative action clause and the regulations contained in Part 41 CFR 60 - 741.4 are incorporated herein by reference.
5. **Utilization of Minority Enterprises :**Executive Order 11625: (Contracts exceeding \$5,000) it is the Policy of the Government that Minority Business Enterprises shall have the maximum practicable opportunity to participate in the performance of Government contracts. The Applicant agrees to use its best efforts to carry out this policy in the award of its subcontracts to the fullest extent consistent with the efficient performance of this Agreement.

6. **Filing EEO-1 Forms and Preparing Affirmative Action Plans, Executive Order 11246 (Contracts of \$50,000 or more):** If the value of this Agreement is \$50,000 or more and the Contractor has 50 or more employees, the Applicant agrees to file appropriate EEO-1 forms in accordance with existing regulations and maintain a current written affirmative action compliance program at each establishment at which Applicant has 50 or more employees.
7. **Vietnam Era Veterans Readjustment Assistance:** Act of 1974, Title 41, Chapter 60, Part 250 (Contracts of \$10,000 or more): The affirmative action clause and the regulations pertaining to the employment of disabled veterans and veterans of the Vietnam Era are incorporated herein by reference.
8. **Americans with Disabilities Act:** Applicant agrees that, to the extent it may be applicable to this Agreement, Applicant shall comply with the Americans with Disabilities Act (42 U.S.C., Section 1201, et seq.) and with the regulations promulgated pursuant thereto.



AGREEMENT FOR INSTALLATION OR ALLOCATION OF SPECIAL FACILITIES

DISTRIBUTION

- ☐ Applicant
- ☐ Division
- ☐ Customer
- ☐ Operations
- ☐ Plant Accounting
- ☐ Customer Billing

REFERENCE

PM# 74020600

At the request of The City of Roseville
(Applicant), PACIFIC GAS AND ELECTRIC COMPANY (PG&E) hereby agrees, as an accommodation, to install at the Applicant's expense within a reasonable time, or allocate for Applicant's use at 5051 Westpark Drive, Roseville, California 95747

State of California, certain facilities consisting of a transmission tap, interconnection, service extension and meter station (Special Facilities), at an estimated total additional installed cost of \$ 1,101,124_ over and above the cost of standard facilities which PG&E would normally provide or allocate for regular service in accordance with its tariffs on file with and authorized by the California Public Utilities Commission (Commission), subject to the following terms and conditions:

1. Applicant shall pay to PG&E, on demand and in advance of construction by PG&E, the initial sum of:
 - (a) \$ 1,101,124 (Advance) which consists of a credit of \$ 0 for that portion of the facilities provided by and conveyed to PG&E by the Applicant, and Applicant's payment of \$ 1,101,124 representing PG&E's additional costs for Special Facilities; plus,
 - (b) \$ 0 (Rearrangement) a non-refundable amount representing PG&E's cost of rearranging existing facilities to accommodate the installation of the Special Facilities.
2. Applicant shall also pay to PG&E, in addition to the monthly rates and charges for service, at the option of PG&E, either:
 - (a) A monthly charge for the Special Facilities of \$ N/A (Cost of Ownership Charge) representing the continuing ownership costs of the Special Facilities (N/A % per month) as determined in accordance with the applicable percentage rate established in the Special Facilities section of PG&E's applicable Gas or Electric Rule No. 2, copy attached; or,
 - (b) \$ 756,579 (Equivalent One-Time Payment) which is the present worth of the monthly ownership costs (0.5%) for the Special Facilities in perpetuity. Refunds and adjustments, if any, of the Advance and Equivalent One-Time Payment will be made in accordance with paragraph 13. Interest at the rate of 6% annually will be added to the unamortized balance of the Equivalent One-Time Payment on each anniversary of the date the Special Facilities are first made available, as such date is established in PG&E's records, before the current year's Cost of Ownership Charges are deducted.

The monthly Cost of Ownership Charge shall commence on the date the Special Facilities are first available for Applicant's use, as such date is established in PG&E's records. PG&E will notify Applicant, in writing, of such commencement date.
3. The annual ownership cost used to determine the Equivalent One-Time Payment or used to determine the monthly charges in paragraph 2 above shall automatically increase or decrease without formal amendment to this agreement if the Commission should subsequently authorize a higher or lower percentage rate for monthly costs of ownership for Special Facilities as stated in Rule No. 2, effective with the date of such authorization. Thereafter, such revised annual ownership cost shall also be used to determine the unamortized balance of the Equivalent One-Time Payment, as provided in paragraph 13.(a).

AGREEMENT FOR INSTALLATION OR ALLOCATION OF SPECIAL FACILITIES

4. Where it is necessary to install Special Facilities on Applicant's premises, Applicant hereby grants to PG&E:
 - (a) the right to make such installation on Applicant's premises along the shortest practical route thereon and of sufficient width to provide legal clearance from all structures now or hereafter erected on Applicant's premises for any facilities of PG&E; and,
 - (b) the right of ingress to and egress from Applicant's premises at all reasonable hours for any purposes reasonably connected with the operation and maintenance of the Special Facilities.
5. Where formal rights of way or easements are required on and over Applicant's property or the property of others for the installation of the Special Facilities, Applicant understands and agrees that PG&E shall not be obligated to install the Special Facilities unless and until any necessary permanent rights of way or easements, satisfactory to PG&E, are granted without cost to PG&E.
6. PG&E shall not be responsible for any delay in completion of the installation of the Special Facilities resulting from shortage of labor or materials, strike, labor disturbance, war, riot, weather conditions, governmental rule, regulation or order, including orders or judgments of any court or Commission, delay in obtaining necessary rights of way and easements, act of God, or any other cause or condition beyond the control of PG&E. PG&E shall have the right, in the event it is unable to obtain materials or labor for all of its construction requirements, to allocate materials and labor to construction projects which it deems, in its sole discretion, most important to serve the needs of its customers, and any delay in construction hereunder resulting from such allocation shall be deemed to be a cause beyond PG&E's control.
7. In the event that PG&E is prevented from completing the installation of the Special Facilities for reasons beyond its control within twelve (12) months following the date of this Agreement, PG&E shall have the right to terminate this Agreement upon thirty (30) days' written notice to Applicant.
8. If this Agreement is terminated as set forth in paragraph 7, the provisions of paragraph 13 shall be applicable, based on that portion of the Special Facilities then completed, if any, including charges for any expense incurred by PG&E for any engineering, surveying, right of way acquisition expenses and other associated expenses incurred by PG&E for that portion of the Special Facilities not installed or, in PG&E's sole judgment, not useful in supplying permanent service to PG&E's other customers.
9. Special Facilities provided by PG&E hereunder shall at all times be and remain the property of PG&E.
10. As provided in PG&E's applicable Electric Rule 14 or Gas Rules 14 and 21, copies attached, Applicant understands that PG&E does not guarantee electric or gas service to be free from outages, interruptions or curtailments and that the charges for the Special Facilities represent the additional cost associated with providing the Special Facilities rather than for a guaranteed level of service or reliability.
11. If it becomes necessary for PG&E to alter or rearrange the Special Facilities, including, but not limited to the conversion of overhead facilities to underground, Applicant shall be notified of such necessity and shall be given the option to either terminate this Agreement in accordance with paragraphs 12 and 13, or to pay PG&E additional Special Facilities consisting of:
 - (a) A facility termination charge for that portion of the Special Facilities which is being removed because of alteration or rearrangement. Such charge to be determined in the same manner as described in paragraph 13; plus,
 - (b) An additional Advance and/or rearrangement costs, if any, for any new Special Facilities requested which shall be determined in the same manner as described in paragraph 1; plus,
 - (c) A revised Equivalent One-Time Payment or monthly charge based on the total net estimated additional installed costs of all new and remaining Special Facilities. Such revised Equivalent One-Time Payment or monthly charge shall be determined in the same manner as described in paragraphs 2 and 3.



AGREEMENT FOR INSTALLATION OR ALLOCATION OF SPECIAL FACILITIES

12. This Agreement shall be effective when executed by the parties hereto and shall remain in effect until terminated by either party on at least thirty (30) days' advance written notice.
13. Upon discontinuance of the use of any Special Facilities due to termination of service, termination of this Agreement, or otherwise:
- (a) Applicant shall pay to PG&E on demand (in addition to all other monies to which PG&E may be legally entitled by virtue of such termination) a facility termination charge defined as the estimated installed cost, plus the estimated removal cost, less the estimated salvage value for the Special Facilities to be removed, as determined by PG&E in accordance with its standard accounting practices. PG&E shall deduct from the facility termination charge the Advance plus the unamortized balance of the Equivalent One-Time Payment previously paid, if any. If the Advance paid plus the unamortized balance of the Equivalent One-Time Payment is greater than the facility termination charge, PG&E shall refund the difference, without interest, to the Applicant;
 - (b) PG&E shall be entitled to remove and shall have a reasonable time in which to remove any portion of the Special Facilities located on the Applicant's premises;
 - (c) PG&E may, at its option, alter, rearrange, convey or retain in place any portion of the Special Facilities located on other property off Applicant's premises. Where all or any portion of the Special Facilities located off Applicant's premises are retained in place and used by PG&E to provide permanent service to other customers, an equitable adjustment will be made in the facility termination charge.
14. Applicant may, with PG&E's written consent, assign this Agreement if the assignee thereof will agree in writing to perform Applicant's obligations hereunder. Such assignment will be deemed to include, unless otherwise specified therein, all of Applicant's rights to any refunds which might become due upon discontinuance of the use of any Special Facilities.
15. This agreement shall be subject to all of PG&E's applicable tariffs on file with and authorized by the Commission and shall at all times be subject to such changes or modifications as the Commission may direct from time to time in the exercise of its jurisdiction.

Dated this _____ day of _____, 20____.

This agreement is effective when accepted and executed by PG&E.

PACIFIC GAS AND ELECTRIC COMPANY

Customer/Company

Authorized by (Print)

Signature

Title

Date

Authorized by (Print)

Signature

Title

Date

MAILING ADDRESS:

Attachments: Rules 2 and 14(Electric), or
Rules 2, 14 and 21 (Gas)



GAS RULE NO. 2
DESCRIPTION OF SERVICE

Sheet 1

A. GENERAL

1. GAS SOURCE

The natural gas supplied by PG&E is obtained from California Production and from outside of the state of California. This natural gas may consist of any combustible gas or gases so produced, altered only by removal of any condensible constituents or of injurious impurities and by the addition of a warning odorant. Customers using gas supplied by PG&E for processes that are affected by impurities in excess of specified minimum levels are responsible for testing gas supplied and for rendering the gas suitable for their intended uses. (T)

Except as provided in this Rule, the utility makes no warranties as to the nature, composition, or properties of the natural gas supplied, and the obligations set forth in this Rule are exclusive and in lieu of all other warranties, guaranties, or liabilities, express or implied, arising by law or otherwise (including without limitation any obligations of the utility with respect to fitness, merchantability, and consequential damages).

2. BILLING VOLUME

Natural gas volumes for billing purposes shall be determined by applying the monthly metered volume to any applicable conversion adjustment factors in accordance with this Rule.

3. HEATING VALUE

The heating value of natural gas as supplied by PG&E will vary from time to time and from place to place depending upon the sources being drawn upon. The normal range of heating value is from 750 to 1150 BTU per standard cubic foot of gas at 14.73 psia and 60 degrees Fahrenheit (dry basis).

4. GAS DELIVERIES

a. GAS SERVICE STANDARDS

Gas deliveries shall be in conformance with the standards specified in the California Public Utilities Commission, General Order No. 58-A.

(Continued)



GAS RULE NO. 2
DESCRIPTION OF SERVICE

Sheet 2

A. GENERAL (Cont'd.)

4. GAS DELIVERIES (Cont'd.)

b. STANDARD DELIVERY PRESSURE

Gas will normally be delivered at PG&E's standard delivery pressure of (T)
seven inches of water column. This pressure supplied to domestic and (T)
commercial customers shall not vary more than fifty percent above or below
the standard delivery pressure. No variation in pressure from the standard (T)
pressure of two inches or more of water column shall occur in a time less
than fifteen minutes, excepting momentary fluctuations on individual services
caused by the operations of customer's appliances or fluctuations caused
by reasonable natural gas regulator buildups. (T)

c. HIGHER-THAN-STANDARD DELIVERY PRESSURE

Upon request of the customer and at the option of PG&E, gas will be
delivered at a pressure higher than standard delivery pressure where such
higher pressure is available from existing facilities. PG&E, however, retains
the right to decrease at any time the higher delivery pressure to a delivery
pressure not less than the standard delivery pressure.

5. APPLIANCE INSPECTION

PG&E will inspect and adjust as necessary its customers' gas appliances in order
to assure satisfactory pilot and/or burner flame characteristics for safe and proper
operation whenever a changed gas supply is determined by PG&E to not be (T)
interchangeable with the previous gas supply. (T)

(Continued)

Advice 2618-G
Decision GO96A

Issued by
Robert S. Kenney
Vice President, Regulatory Affairs

Date Filed March 21, 2005
Effective August 3, 2005
Resolution _____



GAS RULE NO. 2
DESCRIPTION OF SERVICE

Sheet 3

B. DETERMINATION OF THERMS TO BE BILLED

The BTU factor applied to the metered volume will be determined from the average heating value of gas deliveries to that BTU area divided by 1,000. The average heating value in the BTU area is based on the average of the BTU values associated with the billing usage period. For example, if the billing usage period is four (4) weeks, the average BTU value will be calculated by averaging the BTU value of the four (4) weeks ending on the Monday (or on Tuesday if Monday is a holiday) approximately one week prior to the week that bills are processed.

(D)
(N)
|
|
|
|
(N)

However, if measurement systems exist that are capable of determining more frequent actual average heating values, then the actual average heating value may be applied to the measurement cycle (e.g., continuously, hourly, weekly, or monthly) that is used to determine billing for a specific account. The average heating value is converted to a therm multiplier for use in determining a billing factor.

(N)
|
|
|
(N)

For natural gas collection areas, the reported heating value for each area shall be used.

(N)
(N)

1. CUSTOMERS SUPPLIED AT STANDARD DELIVERY PRESSURE

Where gas is metered at the standard delivery pressure, a billing factor will be used. This billing factor will be the product of the appropriate value from the following table, and the applicable conversion adjustment factor.

(T)
|
(T)

Group	Elevation Above Mean Sea Level	Value
A	0 – 999 Feet	1.000
B	1,000 – 1,999 Feet	0.965
C	2,000 – 2,999 Feet	0.932
D	3,000 – 3,999 Feet	0.900
E	4,000 – 4,999 Feet	0.868
F	5,000 – 5,999 Feet	0.838

At PG&E's option, where the utility has access to and the capability to use more specific elevation data, this elevation data may be substituted when determining the value listed above for computing customer billing factors.

(N)
|
(N)

The number of therms to be billed will be determined by multiplying the difference in metered volumes by the billing factor.

(T)

(Continued)



GAS RULE NO. 2
DESCRIPTION OF SERVICE

Sheet 4

B. DETERMINATION OF THERMS TO BE BILLED (Cont'd.)

2. ALL OTHER ACCOUNTS

When gas is metered at a pressure higher than the standard delivery pressure, (T)
the volume as measured will be adjusted to the standard pressure base of (T)
14.73 psia.

In adjusting the metered gas volume to the standard pressure base of 14.73 psia,
the standard barometric pressure assumed to exist at the meter for various
altitudes shall be taken from the following table:

STANDARD BAROMETRIC PRESSURES OF VARIOUS ALTITUDE ZONES		
Altitude Zone Number	Elevation Limits Between Which Standard Barometric Pressure Is To Be Used (Feet)	Standard Barometric Pressure (psia)
1	-200 : 199	14.73
2	200 : 599	14.53
3	600 : 999	14.32
4	1,000 : 1,399	14.12
5	1,400 : 1,799	13.92
6	1,800 : 2,199	13.72
7	2,200 : 2,599	13.53
8	2,600 : 2,999	13.33
9	3,000 : 3,399	13.14
10	3,400 : 3,799	12.96
11	3,800 : 4,199	12.77
12	4,200 : 4,599	12.59
13	4,600 : 4,999	12.41
14	5,000 : 5,399	12.23
15	5,400 : 5,799	12.06
16	5,800 : 6,199	11.89

At PG&E's option, where the utility has access to and the capability to use more (N)
specific elevation data, this elevation data and the related barometric pressure |
value may be substituted for the barometric pressure values listed above. (N)

(Continued)

Advice 2618-G
Decision GO96A

Issued by
Robert S. Kenney
Vice President, Regulatory Affairs

Date Filed March 21, 2005
Effective August 3, 2005
Resolution



U 39

**Pacific Gas and
Electric Company®**

San Francisco, California

Cancelling Revised
RevisedCal. P.U.C. Sheet No. 23066-G
Cal. P.U.C. Sheet No. 14903-G**GAS RULE NO. 2**
DESCRIPTION OF SERVICE

Sheet 5

B. DETERMINATION OF THERMS TO BE BILLED (Cont'd.)**2. ALL OTHER ACCOUNTS (Cont'd.)**

The number of therms delivered to a customer in each billing period will normally be determined by multiplying the metered volume of gas by the product of all the appropriate conversion adjustment factors.

(T)
(D)**3. VOLUME CORRECTION FOR GAS TEMPERATURE**

(N)

Correction for gas temperature will be made when average usage exceeds 1,000,000 cubic feet per month. If average usage is 1,000,000 cubic feet per month or less, temperature correction may be made at PG&E's option. When correction for temperature is made, it will be made to a base temperature of 60 degrees F.

(T)
|
|
|
(T)**C. SPECIAL FACILITIES**

1. PG&E normally installs only those standard facilities which it deems necessary to provide regular service at standard delivery pressure in accordance with the tariff schedules. Where the applicant requests PG&E to install special facilities and PG&E agrees to make such an installation, the additional costs thereof shall be borne by the applicant, including such ownership costs as may be applicable.
2. Special facilities are (a) facilities requested by an applicant, which are in addition to or in substitution for standard facilities which PG&E would normally provide for delivery of service at one point, through one meter, under its tariff schedules or (b) a pro rata portion of the facilities requested by an applicant, allocated for the sole use of such applicant, which would not normally be allocated for such sole use. Unless otherwise provided by PG&E's filed tariff schedules, special facilities will be installed, owned and maintained or allocated by PG&E as an accommodation to the applicant only if acceptable for operation by PG&E and the reliability of service to PG&E's other customers is not impaired.

(Continued)

Advice 2618-G
Decision GO96A

Issued by
Robert S. Kenney
Vice President, Regulatory Affairs

Date Filed
Effective
Resolution

March 21, 2005
August 3, 2005



GAS RULE NO. 2
DESCRIPTION OF SERVICE

Sheet 6

C. SPECIAL FACILITIES (Cont'd.)

3. Special facilities will be installed under the terms and conditions of a contract in the form on file with the California Public Utilities Commission. Such contract will include, but is not limited to, the following general terms and conditions.

- a. Where new facilities are to be installed for applicant's use as special facilities, the applicant shall advance to PG&E the estimated additional installed cost of the special facilities over the estimated cost of standard facilities. PG&E, at its option, may finance the new facilities.
- b. A monthly Cost-of-Ownership charge shall be paid by applicant for its special facilities.

Type of Facility	Financing	Monthly Charge	
Transmission	Customer	0.50% of the amount advanced	
	PG&E	1.17% of the additional cost	
Distribution	Customer	0.86% of the amount advanced	(R)
	PG&E	1.36% of the additional cost	(R)

- c. Where existing facilities are allocated for applicant's use as special facilities, the applicant shall pay the applicable monthly Cost of Ownership charge for the special facilities based on a percentage specified in 3.b. above of the estimated installed cost of that portion of the existing facilities which is allocated to the applicant.
- d. Where PG&E determines the collection of continuing monthly Cost of Ownership charges is not practicable, the applicant will be required to make an equivalent one-time payment in lieu of the monthly cost of ownership charges.
- e. All monthly Cost of Ownership charges shall be reviewed and refiled with the California Public Utilities Commission when changes occur in PG&E's costs of providing such services.



GAS RULE NO. 14
CAPACITY ALLOCATION AND CONSTRAINT OF NATURAL GAS SERVICE

Sheet 1

A. GENERAL

PG&E may reduce, interrupt, or allocate natural gas transportation, storage or supply services for operational reasons or to comply with regulatory requirements in the event of projected or actual supply or capacity shortages.

(T)

Capacity allocation is a reduction or adjustment of the nominations at a specific Receipt Point to match the capacity available at the Receipt Point or the capacity available in transmission facilities connected to the Receipt Point. A Delivery Point service restriction is a reduction of the daily quantity delivered for the Customer or temporary interruption of the Customer's service. A Customer's intrastate service choices will affect the frequency and duration of capacity allocations and delivery point service restrictions.

PG&E will exercise reasonable diligence and care to furnish and deliver continuous service and a sufficient quantity of gas to Customers, but PG&E does not guarantee continuity of service or sufficiency of quantity. PG&E shall not be liable for interruption, shortage, or insufficient supply, or any loss or damage of any kind or character caused by such, if caused by accident, act of God, fire, strikes, riots, war, or any other cause that is beyond PG&E's reasonable control except that arising from PG&E's failure to exercise reasonable diligence. PG&E shall be the sole judge of whether it is operationally able to receive and/or deliver gas, consistent with regulatory requirements. PG&E shall not be liable to Customer for damages, or otherwise, as the result of any interruption, reduction, or allocation of gas transportation capacity or delivery service.

(T)

(T)

PG&E may, in the exercise of reasonable judgment, reduce receipts or deliveries of natural gas in order to test, alter, modify, enlarge, or repair any part of the PG&E system or any facility or property related to the operation of the PG&E system. In all such cases, PG&E shall give Customers reasonable notice as circumstances will permit, and PG&E shall complete such repairs or improvements as soon as practicable and with minimal inconvenience to Customers.

(T)

(D)

(Continued)

Advice Letter No: 2031-G
Decision No. 97-08-055

Issued by
Thomas E. Bottorff
Vice President
Rates Account Services

Date Filed	August 11, 1997
Effective	March 1, 1998
Resolution No.	G-3288



GAS RULE NO. 14
CAPACITY ALLOCATION AND CONSTRAINT OF NATURAL GAS SERVICE

Sheet 2

B. RECEIPT POINT CAPACITY ALLOCATION

1. ALLOCATION BECAUSE OF NON-CONFORMANCE OF GAS TO PG&E'S SPECIFICATIONS (T)

PG&E has the right and responsibility to maintain the quality standards of the gas in its system. PG&E may refuse to accept gas or to accept limited amounts of gas if the gas is not of the quality required for service to PG&E Customers. PG&E shall be the sole judge of the ability of its system to accept any such gas not conforming to its specifications. (See Rule 21 for quality standards.)

2. ALLOCATION DUE TO LOCAL CONSTRAINTS

PG&E may reduce the amount of gas PG&E receives on the Customer's behalf due to operating conditions or regulatory requirements affecting all or a portion of PG&E's system. PG&E will take whatever steps it determines are operationally appropriate in the event a constraint on PG&E's local transmission or distribution facilities threatens service to Customers. In the event an Emergency Flow Order (EFO) is ordered due to a local constraint, EFO charges may apply, but involuntary diversion charges will not apply. (See Sections F and G, below.)

3. ALLOCATIONS DUE TO CONSTRAINTS AT INTERCONNECTION POINTS (T)

a. BACKBONE TRANSMISSION SYSTEM RECEIPTS (N)

In the event PG&E reduces receipt of gas supplies at a Backbone Transmission System interconnection point because of operating conditions or regulatory requirements, PG&E will allocate receipt capacity at the Backbone Transmission System interconnection point in the order of priorities set forth in Section D.

(Continued)



GAS RULE NO. 14
CAPACITY ALLOCATION AND CONSTRAINT OF NATURAL GAS SERVICE

Sheet 3

B. RECEIPT POINT CAPACITY ALLOCATION (Cont'd.)

3. ALLOCATIONS DUE TO CONSTRAINTS AT INTERCONNECTION POINTS (Cont'd.) (T)

b. TRANSPORTATION TO STORAGE (N)

In the event PG&E reduces injection of gas supplies to storage because of operating conditions or regulatory requirements, transportation priority to storage will be determined by the Customer's Gas Transmission Service Agreement (GTSA) (Form No. 79-866), and injection priority at PG&E's storage interconnection will be determined by the Storage Exhibit of the Customer's GTSA, in the order of priorities set forth in Section D.

c. STORAGE WITHDRAWAL AND TRANSPORTATION FROM STORAGE

In the event PG&E reduces withdrawal of gas supplies from storage because of operating conditions or regulatory requirements, transportation priority from storage to the delivery point will be determined by the Customer's GTSA, and withdrawal priority at PG&E's storage interconnection will be determined by the Storage Exhibit of the Customer's GTSA, in the order of priorities set forth in Section D.

4. OPTION(S) WHEN NOMINATIONS ARE REDUCED

In the event PG&E reduces its receipt of Customer-Owned gas for any reasons cited above, the Customer must, in the alternative, obtain third-party gas supplies, stop receiving service, or receive supplies subject to Schedule G-BAL, if this service is available.

(T)
|
|
(T)

(D)

(Continued)



GAS RULE NO. 14
CAPACITY ALLOCATION AND CONSTRAINT OF NATURAL GAS SERVICE

Sheet 4

C. DELIVERY POINT SERVICE RESTRICTIONS

(N)

1. REASONS FOR SERVICE RESTRICTIONS

a. OPERATING CONSTRAINTS

PG&E may interrupt or reduce delivery of natural gas in the event of projected or actual capacity constraints or projected or actual supply shortages on the PG&E system, subject to the priorities set forth in Section D.

b. LOCAL CONSTRAINTS

In the event of localized constraints, Customers in unconstrained areas may continue to receive service; provided, however that PG&E may take whatever steps it determines are operationally necessary in the event a constraint on local transmission or distribution threatens service to Customers. This includes curtailment of Noncore End-Use Customers.

To the extent feasible, PG&E will use the Backbone Transmission System priority of service procedures to prioritize Noncore End-Use Customers in the affected service area. In the event an Emergency Flow Order (EFO) is ordered due to a local constraint, EFO charges may apply, but involuntary diversion charges will not apply. (See Sections F and G, below.)

c. OPERATING/REGULATORY CONSTRAINTS

In the event PG&E reduces delivery of gas supplies at any delivery point because of operating conditions or regulatory requirements, PG&E will allocate delivery capacity at the delivery points in the order of priorities set forth in Section D.

(N)

(Continued)



GAS RULE NO. 14
CAPACITY ALLOCATION AND CONSTRAINT OF NATURAL GAS SERVICE

Sheet 5

C. DELIVERY POINT SERVICE RESTRICTIONS (Cont'd.)

(N)

1. REASONS FOR SERVICE RESTRICTIONS (Cont'd.)

d. SUPPLY SHORTFALLS

In the event the quantity of gas received by PG&E from an interstate pipeline is less than the confirmed nominations to that interstate pipeline, PG&E will allocate the gas actually received by PG&E in accordance with the nomination priorities designated by the nominating party on the Backbone Transmission System.

To the extent that the interstate pipeline's records are subsequently determined to support a different allocation, then an adjustment will be made to the Customer's account.

2. PROCEDURES TO IMPLEMENT DELIVERY POINT SERVICE RESTRICTIONS

a. NOTICE

PG&E shall attempt to give the Customer, or its Authorized Agent, 24-hour notice of an impending service restriction, or at a minimum, as much notice as is reasonably possible under the circumstances.

b. SEQUENCE

During a service restriction, service will be prioritized as set forth in Section D.

(N)

(Continued)



GAS RULE NO. 14
CAPACITY ALLOCATION AND CONSTRAINT OF NATURAL GAS SERVICE

Sheet 6

D. PRIORITY OF SERVICE

1. TRANSMISSION RECEIPT POINTS

- a. For Lines 300/400/401, PG&E will allocate service on the Backbone Transmission paths, Baja, Redwood and Mission, in the following order:
 - 1) All Firm service at all receipt points on a defined transmission path will be treated equally, with pro rata allocation of nominations, if necessary.
 - 2) When no constraints exist for As-Available service, such service will be scheduled as follows:
 - a) Mission Path off-system As-Available service first according to contract price,* with the lowest contract price interrupted first. The Mission Path on-system As-Available service will then be scheduled with all nominations allocated on a pro rata basis.
 - b) The Redwood Path and Baja Path As-Available service will be scheduled according to contract price,* with the lowest contract price interrupted first.
 - 3) When constraints exist for As-Available service for Redwood Path (Line 400/401) and/or Baja Path (Line 300), such service will be scheduled as follows:
 - a) Redwood Path Allocation (Line 400/401): (T)
 - i) The initial allocation of Line 400/401 As-Available capacity will be prorated based on each impacted independent storage provider's Net Withdrawal Nominations affecting the Redwood path capacity and Redwood path As-Available nominations. Net Withdrawal Nominations affecting the Redwood path capacity are defined as: the total withdrawal nominations less any injection nominations and less PG&E's ability to place withdrawal gas directly into a local transmission system. (T)

* Contract price equals the per unit Usage Charge specified in the applicable exhibit of the Gas Transmission Service Agreement.

(Continued)



GAS RULE NO. 14
CAPACITY ALLOCATION AND CONSTRAINT OF NATURAL GAS SERVICE

Sheet 7

D. PRIORITY OF SERVICE (Cont'd.)

1. TRANSMISSION RECEIPT POINTS (Cont'd.)

a. (Cont'd.) (N)

3) (Cont'd.)

a) Redwood Path Allocation (Line 400/401) (Cont'd.) (T)

i) (Cont'd.) (T)

For the purpose of allocating Line 400/401 As-Available capacity, Net Withdrawal Nominations affecting the Redwood path capacity from an independent storage provider will be limited to the independent storage provider's maximum certificated withdrawal capacity, less PG&E's ability to place the gas directly into a local transmission system. Redwood Path As-Available nominations will be limited to the Line 400/401 As-Available capacity.

ii) After the initial allocation of Line 400/401 As-Available capacity to the Redwood Path, the total receipt volume at Redwood path receipt points on Line 400/401 is calculated as the sum of the firm nominations and allocated As-Available capacity. After the receipt volume at Redwood path receipt points is established, PG&E will determine the maximum additional storage withdrawals affecting Line 400/401 that can be accommodated. (T)

If PG&E can accommodate additional withdrawals, this capacity will be allocated to each independent storage provider based on the same limited Net Withdrawal Nominations affecting Line 400/401 used in Section a)i) above. The total capacity for each independent storage provider used for scheduling nominations will be the sum of the final capacity for delivery affecting Line 400/401 plus the amount that PG&E can place into the Local Transmission System. (T)
(L)

(Continued)



GAS RULE NO. 14
CAPACITY ALLOCATION AND CONSTRAINT OF NATURAL GAS SERVICE

Sheet 8

D. PRIORITY OF SERVICE (Cont'd.)

1. TRANSMISSION RECEIPT POINTS (Cont'd.)

a. (Cont'd.) (N)

3) (Cont'd.)

a) Redwood Path Allocation (Line 400/401) (Cont'd.)

iii) After the total capacity for each storage provider is determined, the withdrawal nominations from each storage provider will be scheduled as follows: (L) (T)

Mission Path off-system As-Available service first according to contract price,* with the lowest contract price interrupted first. The Mission Path on-system As-Available service will then be scheduled with all nominations allocated on a pro rata basis. (L)

iv) The Redwood Path As-Available service will be scheduled according to contract price,* with the lowest contract price interrupted first. (T)

b) Baja Path Allocation (Line 300): (T)

i) The initial allocation of Baja Path As-Available capacity will be prorated based on each impacted independent storage provider's¹ Net Withdrawal Nominations affecting the Baja Path capacity and Baja Path As-Available nominations. Net Withdrawal Nominations affecting the Baja Path capacity are defined as: the total withdrawal nominations less any injection nominations and less PG&E's ability to place withdrawal gas directly into a local transmission system. (T)

(L)

¹ If a Baja Path allocation process is necessary, Gill Ranch Storage withdrawals will include PG&E's owned storage withdrawal portion from the Gill Ranch Storage field.

* Contract price equals the per unit Usage Charge specified in the applicable exhibit of the Gas Transmission Service Agreement.

(Continued)



GAS RULE NO. 14
CAPACITY ALLOCATION AND CONSTRAINT OF NATURAL GAS SERVICE

Sheet 9

D. PRIORITY OF SERVICE (Cont'd.)

1. TRANSMISSION RECEIPT POINTS (Cont'd.)

a. (Cont'd.) (N)

3) (Cont'd.)

b) Baja Path Allocation (Line 300) (Cont'd.): (T)

i) (Cont'd.) (N)

For the purpose of allocating Line 300 As-Available capacity, Net Withdrawal Nominations affecting the Baja path capacity from an independent storage provider will be limited to the independent storage provider's maximum certificated withdrawal capacity, less PG&E's ability to place the gas directly into a local transmission system. Baja Path As-Available nominations will be limited to the Line 300 As-Available capacity. (L)(T)
(L)

ii) After the initial allocation of Line 300 As-Available capacity to the Baja Path, the total receipt volume at Baja Path receipt points on Line 300 is calculated as the sum of the firm nominations and allocated As-Available capacity. After the receipt volume at Baja Path receipt points is established, PG&E will determine the maximum additional storage withdrawals affecting Line 300 that can be accommodated. (T)

If PG&E can accommodate additional withdrawals, this capacity will be allocated to each impacted independent storage provider based on the same limited Net Withdrawal Nominations affecting Line 300 used in Section b)i) above. The total capacity for each independent storage provider used for scheduling nominations will be the sum of the final capacity for delivery affecting Line 300 plus the amount that PG&E can place into the Local Transmission System. (T)

(Continued)



GAS RULE NO. 14
CAPACITY ALLOCATION AND CONSTRAINT OF NATURAL GAS SERVICE

Sheet 10

D. PRIORITY OF SERVICE (Cont'd.)

1. TRANSMISSION RECEIPT POINTS (Cont'd.)

- a. (Cont'd.) (N)
- 3) (Cont'd.)
- b) Baja Path Allocation (Line 300) (Cont'd.) (T)
 - iii) After the total capacity for each storage provider is determined, the withdrawal nominations from each storage provider will be scheduled as follows: (T)

Mission Path off-system As-Available service first according to contract price,* with the lowest contract price interrupted first. The Mission Path on-system As-Available service will then be scheduled with all nominations allocated on a pro rata basis.
 - iv) The Baja Path As-Available service will be scheduled according to contract price,* with the lowest contract price interrupted first. (T)
- b. For all other Backbone Transmission paths, PG&E will allocate service on the Backbone Transmission path in the following order:

* Contract price equals the per unit Usage Charge specified in the applicable exhibit of the Gas Transmission Service Agreement.

(Continued)



GAS RULE NO. 14 Sheet 11
CAPACITY ALLOCATION AND CONSTRAINT OF NATURAL GAS SERVICE

D. PRIORITY OF SERVICE (Cont'd.)

1. TRANSMISSION RECEIPT POINTS (Cont'd.)

b. (Cont'd.)

- 1) All Firm service at all receipt points on a defined transmission path will be treated equally, with pro rata allocation of nominations, if necessary.
- 2) All other As-Available service will be scheduled according to contract price,* with the lowest contract price interrupted first.

2. TRANSMISSION DELIVERY POINTS

(T)

PG&E will allocate service on the Backbone Transmission System in the following order:

- a. All Firm service at a given delivery point will be treated equally, with pro rata allocation of nominations, if necessary;
- b. As-Available service will be scheduled according to contract price,* with the lowest contract price interrupted first.

* Contract price equals the per unit Usage Charge specified in the applicable exhibit of the Gas Transmission Service Agreement.

(Continued)



GAS RULE NO. 14
CAPACITY ALLOCATION AND CONSTRAINT OF NATURAL GAS SERVICE

Sheet 12

D. PRIORITY OF SERVICE (Cont'd.)

3. PG&E STORAGE INJECTION AND TRANSPORTATION TO STORAGE (T)

- a. Transportation priority to PG&E storage will be determined by the Customer's Gas Transmission Service Agreement (Form 79-866) (GTSA) utilized to transport the gas to storage.
- b. Injection priority at PG&E's storage facilities will be determined by the Storage Exhibit of the Customer's GTSA, as follows:
 - 1) All PG&E Firm storage service (treated equally, with pro rata allocation of nominations, if necessary);
 - 2) PG&E As-Available storage service (scheduled according to contract price,* with the lowest contract price for injection interrupted first).

4. PG&E STORAGE WITHDRAWAL AND TRANSPORTATION FROM STORAGE (T)

- a. Transportation priority from PG&E storage to the delivery point will be determined by the Customer's GTSA utilized to transport the gas from storage.
- b. Withdrawal priority at PG&E's storage facilities will be determined by the Storage Exhibit of the Customer's GTSA, as follows:
 - 1) All PG&E Firm storage service (treated equally, with pro rata allocation of nominations, if necessary);
 - 2) PG&E As-Available storage service (scheduled according to contract price,** with the lowest contract price for withdrawal interrupted first). (T)

** Contract price equals the per unit Usage Charge specified in the applicable exhibit of the Gas Transmission Service Agreement. (T)

(Continued)



GAS RULE NO. 14
CAPACITY ALLOCATION AND CONSTRAINT OF NATURAL GAS SERVICE

Sheet 13

D. PRIORITY OF SERVICE (Cont'd.)

5. SCHEDULING PRIORITY OF MARKET CENTER SERVICES (T)

- a. All Market Center Agreement exhibits are subject to PG&E's sole determination that sufficient daily operational capacity permits PG&E to perform the requested Market Center transaction.
- b. Should operational constraints prohibit execution of all Market Center transactions, PG&E shall schedule nominations for Market Center services in the following order of transaction categories, from highest to lowest priority, as follows:
 - 1. Repay of Lend
 - 2. Unpark
 - 3. Park
 - 4. Lend

Nominations within each of the four transaction categories shall be scheduled according to contract price*** with the lowest contract price being constrained first. (T)

In the event that two or more requests for the same Market Center service, at the same contract price, are identical during a period of limited availability, authorization shall be granted on a first-come, first-served basis. PG&E shall authorize service for the Customer making the first request in date and time, as measured by the date and time of PG&E's receipt of the Customer's signed exhibit. If the Customers' requests for service are identical in contract price, date, and time received, then authorization shall be resolved by lottery. (T)

*** Contract price, as used here, equals the per unit Usage Charge specified in the applicable Market Center Schedule G-PARK or G-LEND, normalized to equivalent units (T)

(Continued)



GAS RULE NO. 14 Sheet 14
CAPACITY ALLOCATION AND CONSTRAINT OF NATURAL GAS SERVICE

E. OPERATIONAL FLOW ORDERS (OFO)

In order to protect the integrity of its pipeline system, PG&E will issue and implement system-wide, local, or Customer-specific Operational Flow Orders (OFO). PG&E will issue an OFO for a Gas Day if, on the day prior to this Gas Day, PG&E's forecast of pipeline inventory for the Gas Day is either below the Lower Pipeline Inventory Limit or above the Upper Pipeline Inventory Limit. At such time as PG&E issues an OFO, Balancing Agents will be required to balance supply and demand on a daily basis within a specified tolerance band or be subject to charges for noncompliance. PG&E may elect not to issue an OFO for a Gas Day if the forecast of pipeline inventory for the day following that Gas Day indicates the pipeline inventory will return to within the Pipeline Inventory Limits without the assistance of an OFO.

The Lower and Upper Pipeline Inventory Limits may be revised as needed by PG&E to maintain the safety and reliability of the pipeline system. These changes, along with a supporting explanation, will be posted to the Pipe Ranger Web site.

The tolerance band will be a percentage of the usage, as defined below.

PG&E may implement multi-stage OFO provision charges, as follows:

	<u>Tolerance Band</u>	<u>Noncompliance Charge Per Decatherm</u>	
Stage 1:	up to +/-25%	\$0.25	
Stage 2:	up to +/-20%	\$1.00	
Stage 3:	up to +/-15%	\$5.00	
Stage 4:	up to +/-5%	\$25.00	
Stage 5:	up to +/-5%	\$25.00 plus DCI****	(T)

**** The DCI is the PG&E Daily Citygate Index Price as published in Gas Daily, rounded up to the next whole dollar. If the price is not published on a given day, the previous published price will apply. (T)

(Continued)



GAS RULE NO. 14
CAPACITY ALLOCATION AND CONSTRAINT OF NATURAL GAS SERVICE

Sheet 15

E. OPERATIONAL FLOW ORDERS (OFO) (Cont'd.)

(L)

PG&E has the option, and would normally expect, to issue and implement an OFO with a one-sided tolerance band, and related non-compliance charges in one direction only (i.e., an OFO with a -25 percent (-25%) tolerance band and \$0.25 per Decatherm noncompliance charge for supply being less than usage but no tolerance band in the positive direction—supply greater than usage). Generally an initial OFO event will start at Stage 1 with a noncompliance charge of \$0.25 per Decatherm; however, an OFO event may begin at any stage with the corresponding noncompliance charge as deemed appropriate by PG&E.

A specific Balancing Agent may start at an elevated charge level if that Balancing Agent has a history of noncompliance with prior PG&E requests or orders for the Balancing Agent to balance supply with demands. A history of noncompliance will be defined as being at least three days in any thirty-day period that a Balancing Agent has not met with prior balancing orders. The amount of the charge will be announced when PG&E issues an OFO. An OFO will normally be ordered with at least twelve (12) hours notice prior to the beginning of the gas day, or as necessary as dictated by operating conditions. Charges for the first day of the OFO event will not be imposed if notice is given after 6:00 p.m. Pacific Time the day prior to the start of the OFO event.

(L)

(Continued)



GAS RULE NO. 14
CAPACITY ALLOCATION AND CONSTRAINT OF NATURAL GAS SERVICE

Sheet 16

E. OPERATIONAL FLOW ORDERS (OFO) (Cont'd.)

1. OFO NONCOMPLIANCE CHARGE EXEMPTION: (T)

If a Balancing Agent's OFO noncompliance charge is calculated to be less than or equal to 1,000 Dth for an OFO, the noncompliance charge will be exempted and the charge will be zero. If the noncompliance charge is greater than 1,000 Dth, the Balancing Agent will be responsible for the full noncompliance charge; i.e., 1,000 Dth will not be deducted from the calculated noncompliance charge. This exemption provision only applies to OFO noncompliance charges.

As ordered in Decision 01-02-049, PG&E shall waive any OFO noncompliance charges incurred by core customers whose gas is procured by PG&E if: 1) PG&E has implemented an Involuntary Diversion of noncore gas supplies (see Section G, below; and 2) due to PG&E's lack of credit, PG&E is unable to procure sufficient core gas supplies directly from suppliers.

2. OFO COMPLIANCE (T)

a. OFO compliance and charges will be based on the following: (T)

1) For a Noncore End-Use Customer with automated meter reading (AMR) capability and for PG&E's Electric Generation (EG) Department, compliance during an OFO will be based on actual daily metered usage, and the calculation after the OFO event of any applicable noncompliance charge will be based on actual daily metered usage. (T)

2) For a Noncore End-Use Customer without AMR capability (all or part non-AMR capability at their premises), or for Noncore End-Use Customers with non-functioning AMR meters, compliance during an OFO will be based on the average daily quantity (ADQ) as specified in the Customer's NGS. The calculation of any applicable noncompliance charges after the OFO event will be based on one of the following, whichever results in the lesser charge: (T)

a) the Customer's ADQ; or

b) the Customer's actual daily metered usage; or

c) when Customer's actual daily metered usage is not available (e.g., due to meter failure), the average daily metered usage for the affected premises will be substituted for the actual daily metered usage. The average daily metered usage is calculated by dividing the recorded monthly usage by the number of days in the billing period.

(Continued)



GAS RULE NO. 14 Sheet 17
CAPACITY ALLOCATION AND CONSTRAINT OF NATURAL GAS SERVICE

E. OPERATIONAL FLOW ORDERS (OFO) (Cont'd.)

2. OFO COMPLIANCE (Cont'd.) (N)

a. OFO compliance and charges will be based on the following: (Cont'd.) (N)

- 3) For a Core Procurement Group (which includes PG&E's Core Gas Supply department and Core Transport Groups) (CP Group), compliance during an OFO and calculation of any OFO noncompliance charges will be based on the most recent Determined Usage, as defined in Schedule G-BAL, which has a date and time of less than or equal to 7:15:00 AM on the current gas day and was communicated to the CP Group. If the Determined Usage has a date and time greater than 7:15:00 AM on the current gas day or Determined Usage was not generated, the most recent previous forecast for the current gas day will be used. (T)
- 4) For a California Production Balancing Agreement (CPBA), (Form 79-944) compliance with an OFO and calculation of any OFO noncompliance charges will be based on the difference between scheduled deliveries and actual deliveries. (T)

Should PG&E's implementation of an OFO prove to be inadequate to ensure system integrity, PG&E may implement other measures including, but not limited to, implementing an Emergency Flow Order (EFO).

3. OFOs and SELF-BALANCING (T)

On OFO days, any Balancing Agent who has selected the Self-Balancing Option, pursuant to Schedule G-BAL, will be required to comply with the tolerance band specified for that OFO day. The Self-Balancing plus or minus ten percent ($\pm 10\%$) daily Imbalance tolerance will not apply on days when an OFO is in effect. A Self-Balancing Agent will not be subject to Accumulated Daily Imbalance Noncompliance Charges on high inventory OFO days if the Accumulated Daily Imbalance is negative, or on any low inventory OFO days if the Accumulated Daily Imbalance is positive. However, any imbalance that occurs on that OFO day will be included as part of the Customer's ongoing Accumulated Daily Imbalance calculation.

(Continued)



GAS RULE NO. 14
CAPACITY ALLOCATION AND CONSTRAINT OF NATURAL GAS SERVICE

Sheet 18

F. EMERGENCY FLOW ORDERS (EFO)

PG&E may invoke Emergency Flow Orders (EFO) when a forecast or an actual supply and/or capacity shortage threatens deliveries to End-Use Customers.

During an EFO, End-Use Customers' usage must be less than or equal to supply for a gas day (i.e., supply must be equal to or greater than usage). With the one exception specified herein, EFOs will have a zero (0) percent tolerance and a noncompliance charge of \$50.00 plus DCI for each Decatherm of usage in excess of supply.

As ordered in Decision 01-02-049, PG&E shall waive any EFO noncompliance charges incurred by core customers whose gas is procured by PG&E if: (1) PG&E has implemented an Involuntary Diversion of noncore gas supplies (see Section G, below; and (2) due to PG&E's lack of credit, PG&E is unable to procure sufficient core gas supplies directly from suppliers.

1. EFO COMPLIANCE (T)
 - a. EFO compliance and charges will be based on the following: (T)
 - 1) For a Noncore End-Use Customer with automated meter reading (AMR) capability and for PG&E's EG Department, compliance during an EFO will be based on actual daily metered usage and the calculation after the EFO event of any applicable noncompliance charge will be based on actual daily metered usage. (T)
 - 2) For a Noncore End-Use Customer without AMR capability (all or part non-AMR capability at their premises) or for Noncore End-Use Customers with non-functioning AMR meters, compliance during an EFO will be based on the average daily quantity (ADQ) as specified in the Customer's NGSA. The calculation of any applicable noncompliance charges after the EFO event will be based on one of the following, whichever results in the lesser charge: (T)
 - a) the Customer's ADQ, or (T)
 - b) the Customer's actual daily metered usage, or (T)
 - c) when Customer's actual daily metered usage is not available, the average daily metered usage for the affected premises will be substituted for the actual daily metered usage. The average daily metered usage is calculated by dividing the recorded monthly usage by the number of days in the billing period. (T)

(Continued)



GAS RULE NO. 14
CAPACITY ALLOCATION AND CONSTRAINT OF NATURAL GAS SERVICE

Sheet 19

F. EMERGENCY FLOW ORDERS (EFO) (Cont'd.)

1. EFO COMPLIANCE (Cont'd.) (N)

a. EFO compliance and charges will be based on the following: (Cont'd.) (N)

- 3) For a Core Procurement Group (CP Group), compliance during an EFO and calculation of any EFO noncompliance charges will be based on the most recent Determined Usage, as defined in Schedule G-BAL, which has a date and time of less than or equal to 7:15:00 AM on the current gas day and was communicated to the CP Group. If the Determined Usage has a date and time greater than 7:15:00 AM on the current gas day or the Determined Usage was not generated, the most recent previous forecast for the current gas day or the end-of-flow day core demand estimate, whichever results in a lower noncompliance charge will be used. (T)
- 4) For a CPBA, compliance during an EFO and calculation of any EFO noncompliance charges will be based on the difference between scheduled deliveries and actual deliveries. (T)

With the exception of the EFO noncompliance charge waiver specified above, if PG&E invokes an involuntary supply diversion (see Section G, below) in conjunction with an EFO, an additional \$50.00 per Decatherm diversion usage charge will apply.

An EFO will normally be invoked following an Operational Flow Order (OFO), but PG&E may invoke an EFO without previously invoking an OFO if, in PG&E's judgment, emergency operating conditions exist. There shall be no minimum notice period for EFOs; however, PG&E will attempt to provide as much notification to Customers as practicable under the circumstances.

PG&E may implement other measures to ensure system integrity should an EFO fail to alleviate the emergency condition.

(Continued)



GAS RULE NO. 14 Sheet 20
CAPACITY ALLOCATION AND CONSTRAINT OF NATURAL GAS SERVICE

G. DIVERSION OF CUSTOMER-OWNED GAS

When operational conditions exist such that supply is insufficient to meet demand and deliveries to Core End-Use Customers are threatened, and subject to the obligations of Core Procurement Groups to utilize all available capacity associated with supply, PG&E may divert gas supply in its system from Noncore End-Use Customers to Core End-Use Customers. Emergency Flow Order (EFO) provisions will be deemed to apply under these conditions. (See Section F.) If a Noncore End-Use Customer's supply is diverted, either involuntarily under this rule, or through a voluntary arrangement with representatives of Core End-Use or Noncore End-Use Customers, that Customer must stop or reduce its use of natural gas. In the event the Customer fails to stop or reduce its gas use, that Customer must pay charges as provided below.

Prior to a diversion hereunder, PG&E's Core Gas Supply department and Core Transport Agents, on behalf of their Core End-Use Customers, will use: (T)

- 1) their own firm capacity, to the extent gas supply is available;
- 2) any As-Available capacity on the system at any receipt point to the extent gas supply is available; and
- 3) capacity made available from Noncore End-Use Customers or other Backbone Transmission System Customers pursuant to voluntary supply diversion arrangements, provided that such arrangements are at prices not to exceed the costs of involuntary diversion.

In the event PG&E diverts gas for Core End-Use Customers, PG&E will not be responsible for any interstate charges associated with the diverted gas. PG&E's total cost responsibilities for diversion are limited to those set forth below.

(Continued)



GAS RULE NO. 14 Sheet 21
CAPACITY ALLOCATION AND CONSTRAINT OF NATURAL GAS SERVICE

G. DIVERSION OF CUSTOMER-OWNED GAS (Cont'd.) (L)

1. INVOLUNTARY DIVERSIONS

PG&E may divert gas supplies from Backbone Transmission System Customers. Firm transportation to off-system is not subject to diversion. Diversions will occur in the following order:

- a. Supply scheduled under As-Available transmission service will be diverted in order of increasing transmission contract price and on a pro rata basis for all volumes transported under the same price. However, supply under scheduled deliveries from storage using As-Available transmission service will be treated as the highest priority Firm transmission service. (See G.1.c., below.)
- b. Supply scheduled to Noncore End-User Customers under Firm transmission service is diverted on a pro rata basis.
- c. Scheduled deliveries from storage using Firm or As-Available transmission service will be treated as the highest priority Firm transmission service and will be diverted on a pro rata basis.

2. INVOLUNTARY DIVERSION COMPLIANCE AND CHARGES

All Customers who use more gas during an involuntary diversion than their post-diverted supply, whether or not their gas is subject to an involuntary diversion, will be assessed involuntary diversion charges. Those customers will be deemed to be receiving involuntarily diverted supply, and therefore will be assessed a \$50.00 per Decatherm diversion usage charge, in addition to the EFO noncompliance charge. See Section F, above, for conditional waiver of only the EFO noncompliance charges for certain core customers during an involuntary diversion.

Involuntary diversion compliance and charges will be based on the following:

- a. For a Noncore End-Use Customer with automated meter reading (AMR) capability, compliance and the calculation after the involuntary diversion event of any involuntary diversion charge will be based on actual daily metered usage and the post-diverted supply. (Post-diverted supply is the original scheduled supply less the diverted volumes.)

(L)

(Continued)



GAS RULE NO. 14
CAPACITY ALLOCATION AND CONSTRAINT OF NATURAL GAS SERVICE

Sheet 22

- G. DIVERSION OF CUSTOMER-OWNED GAS (Cont'd.) (L)
2. INVOLUNTARY DIVERSION COMPLIANCE AND CHARGES (Cont'd)
- b. For a Noncore End-Use Customer without AMR capability (all or part non-AMR capability) at their premises and PG&E's Electric Generation (EG) department, compliance and the calculation after the involuntary diversion event of any noncompliance charge will be based on actual usage and the post-diverted supply.
- c. For a Core Procurement Group (CP Group), compliance and the calculation after the involuntary diversion event of any involuntary diversion charge will be based on the latest available forecast from the core load forecast model for the CP Group prior to the time the event is called, up to and including a 5:00 p.m. Pacific Time Forecast, and the CP Group's original supply before involuntary diversion.
3. COMPENSATION FOR INVOLUNTARILY DIVERTED GAS
- Firm transmission service Customers whose gas supply is involuntarily diverted will receive a \$50.00 per Decatherm diversion credit.
- As-Available transmission service Customers whose gas supply is involuntarily diverted will receive a diversion credit based on the current market price of the diverted supply on the day it was diverted.
- The current market price will be based on an average of the published price data from Natural Gas Intelligence (NGI) and the BTU Daily Gas Wire for the PG&E interconnect points of Malin (Line 400) and Topock (Southern California Border), weighted by the supply mix of all gas received at Malin and Topock for on-system End-Use Customers for that day. (L)

(Continued)



GAS RULE NO. 14
CAPACITY ALLOCATION AND CONSTRAINT OF NATURAL GAS SERVICE

Sheet 23

G. DIVERSION OF CUSTOMER-OWNED GAS (Cont'd.)

3. COMPENSATION FOR INVOLUNTARILY DIVERTED GAS (Cont'd.)

(T)

If no published daily price is reported on a given day, the prior published daily price from that index service will continue to apply for that day. If an index service is no longer available, PG&E reserves the right to choose another nationally recognized index to replace it.

H. LOCAL CURTAILMENT

In the event of localized constraints, PG&E may curtail Noncore End-Use Customers in a localized area. When a local curtailment is announced, Noncore End-Use Customers will be provided a maximum allowed usage for the designated curtailment period. Compliance with the local curtailment is the responsibility of the Noncore End-Use Customer and may not be assigned to a Balancing Agent. Noncore End-Use Customers that exceed the maximum allowed usage will be subject to a noncompliance charge.

Local curtailment noncompliance charges for each decatherm of usage in excess of designated maximum allowed usage shall equal \$50.00 plus the DCI. In order to protect its system, PG&E may temporarily shut off gas service to any Customer that fails to comply with the local curtailment.

In the event that an OFO or EFO is in effect simultaneously with a local curtailment, OFO or EFO noncompliance charges may apply in addition to any local curtailment noncompliance charges.

I. SERVICE FROM OFF-SYSTEM STORAGE FACILITIES

Gas from off-system storage facilities is treated equally with any other gas delivered at that specific PG&E interconnection.

J. WHOLESALE/RESALE SERVICE

Service under wholesale/resale service agreements, in which the gas is resold to customers of other utilities within PG&E's service territory, shall be subject to Operational Flow Orders, Emergency Flow Orders, and diversion of Customer-owned gas in the same manner as if such Customers were Customers of PG&E.

(Continued)



GAS RULE NO. 14 Sheet 24
CAPACITY ALLOCATION AND CONSTRAINT OF NATURAL GAS SERVICE

K. CORE END-USE CUSTOMERS

In an emergency situation, non-residential Core End-Use Customers may be asked to reduce usage prior to residential Core End-Use Customers.

L. CONFLICTS WITH OTHER TARIFFS AND/OR CONTRACTS

Each of the gas rate schedules, agreements, and rules governing the sale and transportation of natural gas by PG&E on file with the CPUC, shall be deemed amended to the extent that they are or may be inconsistent or in conflict with the priorities of service as listed in this rule.

M. NBAA AND CTA GROUP IMBALANCES MAY NOT BE COMBINED

OFO, EFO, and Diversion compliance calculations for Noncore Balancing Aggregation Groups (NBAA) and Core Transportation groups (CTA) are performed separately, according to the terms contained in this rule. Suppliers may not combine NBAA group and CTA group usage and supplies in an effort to comply with an OFO, EFO, or Diversion.

(L)

(L)



GAS RULE NO. 21
TRANSPORTATION OF NATURAL GAS

Sheet 1

This Rule describes the general terms and conditions that apply whenever PG&E transports Customer-owned gas over its system. Customers who wish to transport gas must sign the applicable Agreement.

A. GENERAL

1. NATURE OF SERVICE

Customers or their designated Agent or Core Transport Agent hereinafter referred to as "Customer" and meaning Customer and/or their Agent will deliver or have delivered to PG&E quantities of gas, and PG&E will deliver equivalent quantities of gas adjusted for In-Kind Shrinkage Allowance, on a Btu-for-Btu basis, to the Customer's Delivery Point. Customers must endeavor to ensure that daily gas deliveries match daily gas usage. The gas that PG&E delivers to the Customer's Delivery Point will not necessarily be the gas that the Customer delivered to PG&E.

2. GAS SPECIFICATIONS

Unless otherwise agreed to by both parties, the gas delivered to PG&E must meet the quality specifications detailed in Section C, below. The minimum and maximum heating value and the pressure of the gas must be such that the gas can be integrated into PG&E's system at the Receipt Point(s).

B. QUANTITIES OF GAS

1. IN-KIND SHRINKAGE ALLOWANCE

The in-kind shrinkage quantities represent the unaccounted-for gas and the utility fuel use attributable to the volume of natural gas received by PG&E for backbone transmission, distribution, and storage service. PG&E may adjust distribution, transmission and storage shrinkage annually, or as necessary. (See Preliminary Statement Part C.12.c. for further details)

(T)

(Continued)

Advice 3013-G
Decision

Issued by
Brian K. Cherry
Vice President
Regulatory Relations

Date Filed April 24, 2009
Effective May 24, 2009
Resolution



GAS RULE NO. 21
TRANSPORTATION OF NATURAL GAS

Sheet 2

B. QUANTITIES OF GAS (Cont'd.)

1. IN-KIND SHRINKAGE ALLOWANCE (Cont'd.)

a. Backbone Transmission Shrinkage

A Customer transporting gas over PG&E's Backbone Transmission System shall deliver each day at the Receipt Point to PG&E an additional in-kind quantity of natural gas supply equal to a percent of total volume of natural gas to be delivered at the Receipt Point. Thus, the quantity to be nominated at the Receipt Point equals the quantity desired at the Delivery Point divided by $(1 - x)$ where x is the decimal equivalent of the Backbone Transmission System In-Kind Shrinkage Allowance percentage, based on the transmission path utilized as follows:

Path	Percentage of In-Kind Shrinkage Base Allowance	Percentage of In-Kind Shrinkage Adjustment	Percentage of Effective In-Kind Shrinkage Allowance
Redwood to Off-System	0.8 (R)	—	0.8 (R)
Mission to On-System	0	—	0
Mission to Off-System	0	—	0
All other transmission	1.1 (R)	—	1.1 (R)

Provided, however, that PG&E and the Customer shall not be prohibited under this Rule, where shrinkage requirements support a different shrinkage allowance, from mutually agreeing to a different shrinkage allowance for transportation over PG&E's Backbone Transmission System.

(Continued)



GAS RULE NO. 21
TRANSPORTATION OF NATURAL GAS

Sheet 3

B. QUANTITIES OF GAS (Cont'd.)

1. IN-KIND SHRINKAGE ALLOWANCE (Cont'd.)

b. Distribution Shrinkage

For transportation on PG&E's Distribution System, an additional In-Kind Shrinkage Allowance shall apply, which is separate from backbone transmission and storage shrinkage. The Customer shall deliver each day to PG&E at the Citygate an additional in-kind quantity of natural gas supply equal to a percent of the total volume of natural gas flowing through the End-Use Customer's meter. Thus, the quantity to be nominated at the Citygate equals the quantity to be flowed through the meter multiplied by $(1 + y)$ where y is the decimal equivalent of the Distribution System In-Kind Shrinkage Allowance percentage, as follows:

End-Use Customer	Percentage of In-Kind Shrinkage Base Allowance	Percentage of In-Kind Shrinkage Adjustment	Percentage of Effective In-Kind Shrinkage Allowance
Core – Summer Season (April - October)	2.2 (I)	–	2.2 (I)
Core – Winter Season (November – March)	3.6 (I)	–	3.6 (I)
Noncore Distribution	0.2	–	0.2
Noncore Transmission*	–	–	–

As an example, for a Core End-Use Customer being served via the Redwood Path, the amount to be nominated at Malin is calculated as:

$$\text{Receipt Point Quantity} = \frac{\text{Est. Metered Usage} \times (1 + y)}{(1 - x)}$$

Where: x = decimal equivalent of the Backbone Shrinkage percentage, and

y = decimal equivalent of the Distribution Shrinkage percentage

* Noncore Transmission Level End-Use Customers or Agents require no Distribution System In-Kind Shrinkage Allowance.

(Continued)



GAS RULE NO. 21
TRANSPORTATION OF NATURAL GAS

Sheet 4

B. QUANTITIES OF GAS (Cont'd.)

1. IN-KIND SHRINKAGE ALLOWANCE (Cont'd.)

c. Storage Shrinkage

An In-Kind Shrinkage Allowance is applicable to all injection storage quantities under rate Schedules G-CFS, G-SFS, G-NFS, and G-NAS, in addition to any applicable transmission and distribution shrinkage. Customers shall deliver to PG&E's storage system an additional in-kind quantity of natural gas equal to the Shrinkage Allowance percentage of the total volume of their storage injection volume. The quantity injected into PG&E's storage will equal the quantity nominated for storage injection multiplied by (1-z), where z is the decimal equivalent of the Storage In-Kind Shrinkage Allowance percentage, as follows.

$$\begin{array}{lcl} \text{Storage} & & \text{Nominated} \\ \text{Injection} & = & \text{Injection Quantity} \quad * \quad (1 - z) \end{array}$$

Where: z = decimal equivalent of the Storage
In-Kind Shrinkage Allowance

Storage In-Kind Shrinkage Allowance: 0.9 Percent (R)

Provided, however, that PG&E and the Customer shall not be prohibited under this Rule, where shrinkage requirements support a different shrinkage allowance, from mutually agreeing to a different shrinkage allowance for the injection into PG&E's storage system.

(Continued)

Advice 3810-G
Decision 03-12-061

Issued by
Robert S. Kenney
Vice President
Regulatory Relations

Date Filed February 13, 2017
Effective April 1, 2017
Resolution



GAS RULE NO. 21
TRANSPORTATION OF NATURAL GAS

Sheet 5

B. QUANTITIES OF GAS (Cont'd.)

2. TRANSPORTATION QUANTITIES

PG&E shall not be required to accept gas at any Receipt Point when the daily flow rate at that Receipt Point is less than 50 Decatherms per day.

PG&E shall not be obligated to agree to a Maximum Daily Quantity (MDQ), as specified in an applicable Agreement, for any Customer or its affiliates, in the aggregate, that exceeds the amount of available capacity to provide service to the Customer or affiliates, as determined by PG&E.

3. NOMINATIONS

(T)

a. General

The Customer shall be responsible for submitting gas service nominations to PG&E no later than the deadlines specified below. Nominations shall be made by electronic means acceptable to PG&E or by other means mutually agreeable to PG&E and the Customer. The Customer shall sign an Electronic Commerce System (ECS) User Agreement (Form 79-982) prior to using PG&E's Electronic Commerce System. Currently, there is no charge for using the ECS; however, PG&E reserves the right to initiate or modify fees for the use of the ECS, subject to Commission approval. PG&E may reject any nomination not conforming to the requirements in these rules or in applicable service agreements.

Each nomination shall include all information required by PG&E's normal nomination procedures. Nominations received by PG&E will be subject to the conditions specified in the Customer's service agreements with PG&E. Confirmation of nominations will be subject to operational constraints in accordance with Rule 14. Nominations for Firm Service (Firm Nominations) may be given scheduling priority over nominations for As-Available Service (As-Available Nominations) confirmed and scheduled in a previous nomination cycle, in accordance with Rule 14. This may result in a reduction of previously confirmed and scheduled As-Available volumes. "Bumping" is the process in the second through fourth nomination cycles (Evening through Intraday 2) where a Firm Nomination can supersede an As-Available Nomination confirmed and scheduled in a previous nomination cycle. Bumping is not part of the confirmation and scheduling process in the fifth (Intraday 3) cycle. As-Available Nominations are scheduled by price in each nomination cycle.

(T)

(T)

(T)

(T)

(Continued)



GAS RULE NO. 21
TRANSPORTATION OF NATURAL GAS

Sheet 6

B. QUANTITIES OF GAS (Cont'd.)

3. NOMINATIONS (Cont'd.) (T)

a. General (Cont'd.)

The Customer shall be responsible for making all corresponding upstream and/or downstream nomination arrangements with the interconnecting pipeline(s) and/or operator(s).

b. Changes in Flow-day Quantities

PG&E will schedule nominations subject to receiving notification of confirmation from the upstream and/or downstream pipeline(s) and/or operator(s), and subject to the following two conditions.

1) Decreases

Decreases in intraday nominations shall be limited to no less than the Elapsed Prorated Quantity that theoretically would have flowed up to the effective time of the intra-day nomination being confirmed, based on a cumulative uniform hourly quantity for each nomination period affected. This condition applies at the individual nomination level. (T)

2) Increases

Increases in intraday nominations shall be limited to no more than the Remaining Prorated Quantity that theoretically could flow from the effective time of the intra-day nomination being confirmed, for the time remaining in the gas day based on a cumulative uniform hourly quantity for each nomination period affected. This condition applies to the aggregate of all nominations at a receipt point. (T)

(Continued)



GAS RULE NO. 21
TRANSPORTATION OF NATURAL GAS

Sheet 7

B. QUANTITIES OF GAS (Cont'd.)

3. NOMINATIONS (Cont'd.) (T)

c. Timing

All times referred to in Section B.3 are in Pacific Clock Time. The gas day will be from 7 a.m. to 7 a.m.

d. Nomination Cycles

PG&E will accept and process five types of nominations for a given gas day: (T)
Timely, Evening, Intraday 1, Intraday 2, and Intraday 3: (T)

1) A "Timely Nomination" is a nomination received by PG&E no later than 11:00 a.m. one day prior to the gas day for which the Customer requests service. (T)

2) An "Evening Nomination" is a nomination received after 11:00 a.m. and no later than 4:00 p.m. one day prior to the gas day for which the Customer requests service. (T)

3) An "Intraday 1 Nomination" is a nomination received after 4:00 p.m. one day prior to the gas day for which the Customer requests service and no later than 8:00 a.m. on the gas day for which service is requested.

4) An "Intraday 2 Nomination" is a nomination received after 8:00 a.m. and no later than 12:30 p.m. on the gas day for which service is requested by the Customer. (T)

5) An "Intraday 3 Nomination" is a nomination received after 12:30 p.m. and no later than 5:00 p.m. on the gas day for which service is requested by the Customer. (N)
I
(N)

(Continued)



GAS RULE NO. 21
TRANSPORTATION OF NATURAL GAS

Sheet 8

B. QUANTITIES OF GAS (Cont'd.)

3. NOMINATIONS (Cont'd.) (T)

e. Timely Nomination Cycle

Timely Nominations must be received by PG&E no later than 11:00 a.m. one day prior to the gas day for which the Customer requests service. Timely Nominations will be effective at 7:00 a.m. the following morning. (T)

Nominations shall include defined begin and end dates. A Timely Nomination does not carry over to the following gas day. However, Timely Nominations may have a "roll-over" option; specifically, they may extend for multiple days, months, or years, provided the begin and end dates are within the terms of the Customer Service Agreement exhibit. (T)
(T)

Timely Nominations will be confirmed and scheduled by priority of service in accordance with Rule 14. Confirmed and scheduled Timely As-Available Nominations may be bumped by Firm Nominations made during the Evening, Intraday 1, or Intraday 2 nomination cycles. (T)

PG&E will provide to the Customer a confirmed nomination report indicating the nomination quantities which have been received and confirmed for transport on PG&E's system and which have been communicated to the applicable upstream and/or downstream pipeline(s) and/or operator(s). Subject to PG&E receiving notification from the applicable upstream and/or downstream pipeline(s) and/or operator(s), PG&E will provide to the Customer a scheduled quantities report. PG&E will attempt, but cannot guarantee, delivery of these two reports by 2:30 p.m. and 3:00 p.m., respectively. (T)

Timely Nomination summary

- Nominations submitted: No later than 11:00 a.m. (T)
- Flow will be effective: 7:00 a.m. the following morning

(Continued)



GAS RULE NO. 21
TRANSPORTATION OF NATURAL GAS

Sheet 9

B. QUANTITIES OF GAS (Cont'd.)

3. NOMINATIONS (Cont'd.)

(T)

f. Evening Nomination Cycle

An Evening Nomination must be received by PG&E no later than 4:00 p.m. one day prior to the gas day for which the Customer requests service. Evening Nominations will be effective at 7:00 a.m. the following morning. Evening Nominations will be confirmed and scheduled after Timely Nominations are confirmed and scheduled.

PG&E will provide to the Customer a confirmed nomination report indicating the nomination quantities which have been received and confirmed for transport on PG&E's system and which have been communicated to the upstream and/or downstream pipeline(s) and/or operator(s). Subject to PG&E receiving notification from the applicable upstream and/or downstream pipeline(s) and/or operator(s), PG&E will provide to the Customer a scheduled quantities report. PG&E will attempt, but cannot guarantee, delivery of these two reports by 6:30 p.m. and 7:00 p.m., respectively.

(T)

Evening Nomination summary

Nominations submitted: No later than 4:00 p.m.

Flow will be effective: 7:00 a.m. the following morning

Evening Nominations will be confirmed and scheduled by priority of service among all Evening Nominations PG&E has received and in accordance with Rule 14. Evening Firm Nominations may bump confirmed and scheduled As-Available Nominations from a previous nomination cycle, which may result in a reduction of scheduled As-Available volumes.

An Evening Nomination either may be the Customer's first nomination for service for the following day or may modify a Timely Nomination for the following day. An Evening Nomination may increase or decrease previously scheduled quantities subject to Section B.3.b. and scheduling non-performance in Section B.4. An Evening Nomination does not carry over to the following gas day.

(Continued)



GAS RULE NO. 21
TRANSPORTATION OF NATURAL GAS

Sheet 10

B. QUANTITIES OF GAS (Cont'd.)

3. NOMINATIONS (Cont'd.) (T)

g. Intraday 1 Nomination Cycle

An Intraday 1 Nomination must be received by PG&E no later than 8:00 a.m. on the gas day for which service is requested. Intraday 1 Nominations will be effective at 12:00 p.m. the same day. Intraday 1 Nominations will be confirmed and scheduled after all Timely and Evening Nominations are confirmed and scheduled. (T)

PG&E will provide to the Customer a confirmed nomination report indicating the nomination quantities which have been received and confirmed for transport on PG&E's system and which have been communicated to the upstream and/or downstream pipeline(s) and/or operator(s). Subject to PG&E receiving notification from the applicable upstream and/or downstream pipeline(s) and/or operator(s), PG&E will provide to the Customer a scheduled quantities report. PG&E will attempt, but cannot guarantee, delivery of these two reports by 10:30 a.m. and 11:00 a.m., respectively. (T)

Intraday 1 Nomination summary

- Nominations submitted: No later than 8:00 a.m.
- Flow will be effective: 12:00 p.m. the same day (T)

Intraday 1 Nominations will be confirmed and scheduled by priority of service among all Intraday 1 Nominations PG&E has received and in accordance with Rule 14. Intraday 1 Firm Nominations may bump confirmed and scheduled As-Available Nominations from a previous nomination cycle, which may result in a reduction of scheduled As-Available volumes.

An Intraday 1 Nomination either may be the Customer's first nomination for service for the gas day or may modify its previous nomination, Timely or Evening, if any. An Intraday 1 Nomination may also increase or decrease previously scheduled quantities subject to Section B.3.b. and scheduling non-performance in Section B.4. An Intraday 1 Nomination does not carry over to the following gas day.

(Continued)



GAS RULE NO. 21
TRANSPORTATION OF NATURAL GAS

Sheet 11

B. QUANTITIES OF GAS (Cont'd.)

3. NOMINATIONS (Cont'd.)

h. Intraday 2 Nomination Cycle

An Intraday 2 Nomination must be received by PG&E no later than 12:30 p.m. on the gas day for which service is requested. Intraday 2 (T)
Nominations will be effective at 4:00 p.m. the same day. Intraday 2 (T)
Nominations will be confirmed and scheduled after all Timely, Evening and
Intraday 1 Nominations are confirmed and scheduled.

PG&E will provide to the Customer a confirmed nomination report indicating the nomination quantities which have been received and confirmed for transport on PG&E's system and which have been communicated to the upstream and/or downstream pipeline(s) and/or operator(s). Subject to PG&E receiving notification from the applicable upstream and/or downstream pipeline(s) and/or operator(s), PG&E will provide to the Customer a scheduled quantities report. PG&E will attempt, but cannot guarantee, delivery of these two reports by 3:00 p.m. and 3:30 p.m., respectively. (T)
(T)

Intraday 2 Nomination summary

- Nominations submitted: No later than 12:30 p.m. (T)
- Flow will be effective: 4:00 p.m. the same day (T)

Intraday 2 Nominations will be confirmed and scheduled by priority of service among all Intraday 2 Nominations PG&E has received and in accordance with Rule 14. Intraday 2 Firm Nominations may bump confirmed and scheduled As-Available Nominations from a previous nomination cycle, which may result in a reduction of scheduled As-Available volumes. (T)
I
(T)

An Intraday 2 Nomination either may be the Customer's first nomination for service for the gas day or may modify its previous nomination, Timely, Evening or Intraday 1, if any. An Intraday 2 Nomination may increase or decrease previously scheduled quantities subject to Section B.3.b. and scheduling non-performance in Section B.4. An Intraday 2 Nomination does not carry over to the following gas day.

(Continued)



GAS RULE NO. 21
TRANSPORTATION OF NATURAL GAS

Sheet 12

B. QUANTITIES OF GAS (Cont'd.)

(D)

(D)

3. NOMINATIONS (Cont'd.)

(N)

i. Intraday 3 Nomination Cycle

An Intraday 3 Nomination must be received by PG&E no later than 5:00 p.m. on the gas day for which service is requested. Intraday 3 Nominations will be effective at 8:00 p.m. the same day. Intraday 3 Nominations will be confirmed and scheduled after all Timely, Evening, Intraday 1 and Intraday 2 Nominations are confirmed and scheduled.

PG&E will provide to the Customer a confirmed nomination report indicating the nomination quantities which have been received and confirmed for transport on PG&E's system and which have been communicated to the upstream and/or downstream pipeline(s) and/or operator(s). Subject to PG&E receiving notification from the applicable upstream and/or downstream pipeline(s) and/or operator(s), PG&E will provide to the Customer a scheduled quantities report. PG&E will attempt, but cannot guarantee, delivery of these two reports by 7:30 p.m. and 8:00 p.m., respectively.

(N)

(Continued)



GAS RULE NO. 21
TRANSPORTATION OF NATURAL GAS

Sheet 13

B. QUANTITIES OF GAS (Cont'd.)

3. NOMINATIONS (Cont'd.)

i. Intraday 3 Nomination Cycle (Cont'd.)

Intraday 3 Nomination summary

- Nominations submitted: No later than 5:00 p.m.
- Flow will be effective: 8:00 p.m. the same day

Intraday 3 Nominations will be confirmed and scheduled by priority of service among all Intraday 3 Nominations PG&E has received and in accordance with Rule 14. Intraday 3 Firm Nominations will not bump confirmed and scheduled As Available Nominations from a previous nomination cycle.

An Intraday 3 Nomination either may be the Customer's first nomination for service for the gas day or may modify its previous nomination, Timely, Evening, Intraday 1 or Intraday 2, if any. An Intraday 3 Nomination may increase or decrease previously scheduled quantities subject to Section B.3.b. and scheduling non-performance in Section B.4. An Intraday 3 Nomination does not carry over to the following gas day.

(N)

(N)

(D)

(D)

(Continued)



GAS RULE NO. 21
TRANSPORTATION OF NATURAL GAS

Sheet 14

B. QUANTITIES OF GAS (Cont'd.)

4. SCHEDULING NON-PERFORMANCE

An excess of confirmed nominations relative to scheduled nominations for a given gas day for a given Customer and a particular As-Available transportation exhibit to the Gas Transmission Service Agreement (GTSA) shall be deemed to be scheduling non-performance. This section sets forth how PG&E will manage excess As-Available volumes and reduce a Customer's ability to engage in scheduling non-performance.

- a. PG&E may limit the Maximum Daily Quantity (MDQ) of an As-Available contract to the expected usage of that contract by an entity. Expected usage is the Customer's highest actual usage in the past twelve (12) months. (T)
- b. PG&E may reduce an As-Available contract's MDQ on a daily basis to the previous day's actual usage if scheduling non-performance occurs. (T)
- c. If an entity's load increases, the entity may contact PG&E to increase the MDQ. (T)

(Continued)

Advice 3576-G
Decision 14-01-034

Issued by
Steven Malnight
Senior Vice President
Regulatory Affairs

Date Filed March 20, 2015
Effective April 19, 2015
Resolution _____



GAS RULE NO. 21
TRANSPORTATION OF NATURAL GAS

Sheet 15

- B. QUANTITIES OF GAS (Cont'd.) (L)
5. IMBALANCES IN DELIVERIES
- a. On any given day the Customer shall bring in a quantity of Customer-Owned Gas, adjusted for In-Kind Shrinkage Allowance, to be delivered to the Customer, approximately equal to the quantity of gas received by PG&E for transportation to the Customer that day.
- Any day-to-day imbalance will be handled and resolved through Schedule G-BAL.
- b. Procedures for balancing the Customer's account when PG&E receives Customer-Owned Gas for transportation but, because of constraints or diversions, does not deliver it to the Customer, are covered in Rule 14.
- c. A transmission Customer's Imbalance, defined in Schedule G-BAL, refers to a difference between a Customer's final scheduled quantity and the quantity of gas actually delivered at the Receipt Point on behalf of that Customer for a given gas day.
6. TRANSPORT OF CALIFORNIA PRODUCTION GAS
- PG&E may receive gas from California production supply for transport by a Customer from various Receipt Points on PG&E's system. As of April 1, 1998, nominations shall be accepted by PG&E only from California production Receipt Points which are designated in a California Production Balancing Agreement (Form No. 79-944) which has been executed between a California producer's Authorized Agent and PG&E. (L)

(Continued)

Advice 3240-G
Decision

Issued by
Brian K. Cherry
Vice President
Regulation and Rates

Date Filed October 4, 2011
Effective April 19, 2012
Resolution G-3466



GAS RULE NO. 21
TRANSPORTATION OF NATURAL GAS

Sheet 16

C. QUALITY OF GAS

Gas delivered to PG&E for transportation to the Delivery Point(s) shall meet the gas quality specifications stated in the service agreement between the delivering pipeline company and PG&E. If no gas-quality specifications agreement exists between the delivering pipeline company and PG&E for the Receipt Point(s), or if the natural gas is not delivered by a pipeline, the gas received by PG&E shall meet the following specifications:

1. Carbon dioxide: The gas shall contain no more than one percent by volume of carbon dioxide.
2. Oxygen: The gas shall contain no more than 0.1 percent by volume of oxygen.
3. Hydrogen sulfide: The gas shall contain no more than 0.25 grains of hydrogen sulfide, measured as hydrogen sulfide, per one hundred standard cubic feet (4 parts per million (ppm) by volume of hydrogen sulfide). (T)
4. Mercaptan sulfur: The gas shall contain no more than 0.5 grains of mercaptan sulfur, measured as sulfur, per one hundred standard cubic feet (8 ppm).
5. Total sulfur: The gas shall contain no more than one grain of total sulfur, measured as sulfur, per one hundred standard cubic feet (17 ppm) by volume of total sulfur. (T)
(T)
6. Water vapor: The gas shall contain no more than seven pounds of water vapor per million standard cubic feet at 800 pounds per square inch gauge (psig) or less; dew point of 20° Fahrenheit (F) if gas is supplied at over 800 psig.
7. Hydrocarbon dewpoint: The gas shall have a hydrocarbon dewpoint of 45°F or less for gas delivered at 800 psig or below, but measured at 400 psig; or 20°F for gas delivered at above 800 psig, also measured at 400 psig.
8. Liquids: The gas shall contain no liquids at, or immediately downstream of, the Receipt Point(s).
9. Merchantability: The gas shall not contain dust, sand, dirt, gums, oils, or other substances in an amount sufficient to be injurious to PG&E facilities or which shall cause the gas to be unmarketable.
10. Temperature: The gas shall not be delivered at less than 60 degrees Fahrenheit or more than 100 degrees Fahrenheit.
11. Gas interchangeability: The gas shall be interchangeable with the gas in the receiving pipeline. Interchangeability shall be determined in accordance with the methods and limits presented in Bulletin 36 of the American Gas Association.

(Continued)

Advice	3873-G	Issued by	Date Filed	August 9, 2017
Decision	16-11-008	Robert S. Kenney	Effective	August 9, 2017
		Vice President, Regulatory Affairs	Resolution	



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Sheet 17

C. QUALITY OF GAS (Cont'd.)

12. Heating value: The gas shall have a heating value that is consistent with the standards established by PG&E for each Receipt Point.

13. Biomethane Requirements

The following requirements are additionally applicable to Biomethane injected into PG&E's gas pipeline system. The biomethane rules in this section 13 are intended to implement D.14-01-034, including rules regarding constituent concentration standards, monitoring and testing requirements, and reporting and record keeping requirements.

a Definitions

- 1) Biomethane: See Gas Rule 1. (T)
- 2) Biomethane Supplier (Supplier): A producer of Biomethane seeking to deliver gas to the PG&E gas pipeline system. (T)
- 3) Constituent: A chemical or compound that may impact the merchantability of Gas, as described in this Rule. (T)
 - a) Health Protective Constituents include: (T)
 - i. Carcinogenic (cancer risk): arsenic, p-Dichlorobenzene, ethylbenzene, n-Nitroso-di-n-propylamine, and vinyl chloride. (T)
 - ii. Non-carcinogenic (non-cancer or chronic risk): antimony, copper, hydrogen sulfide, lead, mercaptans (alkyl thiols), methacrolein, and toluene. (T)
 - b) Pipeline Integrity Protective Constituents include: ammonia, biologicals, hydrogen, mercury, and siloxanes. (T)
- 4) Group 1 Compounds: Any Constituent with a concentration below the test detection level or below the Trigger Level. (T)
- 5) Group 2 Compounds: Any Constituent with a concentration at or above the Trigger Level. (T)
- 6) Hazardous Waste Landfill: All contiguous land and structures, and other appurtenances and improvements, on the land used for the treatment, transfer, storage, resource recovery, disposal, or (T)

(Continued)



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TRANSPORTATION OF NATURAL GAS

Sheet 18

C. QUALITY OF GAS (Cont'd.)

recycling of hazardous waste. The facility may consist of one or more treatment, transfer, storage, resource recovery, disposal, or recycling hazardous waste management units, or combinations of these units. This includes facilities permitted by the Department of Toxic Substance Control.

- 7) Testing Action Levels (T)
- a) Trigger Level: Constituents found at or above the Trigger Level require additional periodic testing and analysis. (T)
- b) Lower Action Level: The Lower Action Level is used to screen Biomethane during Pre-Injection Testing, Periodic Testing, and in the Biomethane Restart Procedure. (T)
- c) Upper Action Level: The Upper Action Level establishes the point at which an immediate shut-off of the Biomethane supply occurs. (T)

b. Biomethane Constituents and Quality Specifications

- 1) Biomethane must conform to the specifications shown in Table 1. (T)

Table 1						
Maximum Constituent Concentrations						
Biomethane Injection Constituents				Testing for Biogas Source		
	Trigger Level	Lower Action Level	Upper Action Level	Landfill	Dairies	POTW⁴
Traditional Gas Quality Requirements¹				X	X	X
Health Protective Constituents – Carcinogenic²						
Arsenic	0.019 mg/m ³ 0.006 ppmv	0.19 mg/m ³ 0.06 ppmv	0.48 mg/m ³ 0.15 ppmv	X		
p-Dichlorobenzene	5.7 mg/m ³ 0.95 ppmv	57 mg/m ³ 9.5 ppmv	140 mg/m ³ 24 ppmv	X		X
Ethylbenzene	26 mg/m ³ 6.0 ppmv	260 mg/m ³ 60 ppmv	650 mg/m ³ 150 ppmv	X	X	X
n-Nitroso-di-n-propylamine	0.033 mg/m ³ 0.006 ppmv	0.33 mg/m ³ 0.06 ppmv	0.81 mg/m ³ 0.15 ppmv	X	X	
Vinyl Chloride	0.84 mg/m ³ 0.33 ppmv	8.4 mg/m ³ 3.3 ppmv	21 mg/m ³ 8.3 ppmv	X		X

(Continued)



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Sheet 19

C. QUALITY OF GAS, Table 1 (Cont'd.)

Health Protective Constituents - Non-Carcinogenic ²						
Antimony	0.60 mg/m ³ 0.12 ppmv	6.0 mg/m ³ 1.2 ppmv	30 mg/m ³ 6.1 ppmv	X		
Copper	0.060 mg/m ³ 0.02 ppmv	0.60 mg/m ³ 0.23 ppmv	3.0 mg/m ³ 1.2 ppmv	X		
Hydrogen Sulfide ⁶	30 mg/m ³ 22 ppmv	300 mg/m ³ 216 ppmv	1500 mg/m ³ 1080 ppmv	X	X	X
Lead	0.075 mg/m ³ 0.009 ppmv	0.75 mg/m ³ 0.09 ppmv	3.8 mg/m ³ 0.44 ppmv	X		
Mercaptans (Alkyl Thiols) ⁶	12 ppmv	120 ppmv	610 ppmv	X	X	X
Methacrolein	1.1 mg/m ³ 0.37 ppmv	11 mg/m ³ 3.7 ppmv	53 mg/m ³ 18 ppmv	X		
Toluene	904 mg/m ³ 240 ppmv	9000 mg/m ³ 2400 ppmv	45000 mg/m ³ 12000 ppmv	X	X	X
Pipeline Integrity Protective Constituents ³						
Ammonia	0.001%	TBD ⁵	TBD ⁵	X	X	X
Biologicals	4 x 10 ⁴ / scf (qPCR per APB, SRB, IOB ⁷ group) and commercially free of bacteria of > 0.2 microns	TBD ⁵	TBD ⁵	X	X	X
Hydrogen	0.10%	TBD ⁵	TBD ⁵	X	X	X
Mercury	0.08 mg/m ³	TBD ⁵	TBD ⁵	X	X	X
Siloxanes	0.01 mg Si/m ³	0.1 mg Si/m ³	TBD ⁵	X	X	X
Notes: 1. Traditional gas quality requirements are found in Gas Rule 21.C in Sections 1-12. 2. Health protective constituents are shown in Table V-3 the CARB/OEHHA Report. 3. Pipeline integrity protective constituents are shown in Section 4.4.3.3 of D.14-01-034. 4. POTW means "Publicly Owned Treatment Works" or sewage treatment plant, or wastewater plant, and includes all biogas sources other than landfill and dairy manure. 5. The lower and upper action levels will be established in the next update proceeding. 6. Testing requirement will be the lower of stated biomethane values or other tariff requirements. 7. Acid-producing Bacteria (ABP), Sulfate-reducing Bacteria (SRB), and Iron-oxidizing Bacteria (IOB).						

(T)

(Continued)



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Sheet 20

C. QUALITY OF GAS (Cont'd.)

2. Biomethane must conform to the specifications shown in Table 2. (T)

Table 2 Collective Risk from Carcinogenic and non-Carcinogenic Constituents			
Risk Management Levels	Risk from Carcinogenic Constituents (chances in a million)	Hazard Index from Non-Carcinogenic Constituents	Action
Trigger Level ¹	≥ 1.0	≥ 0.1	Periodic Testing Required
Lower Action Level ²	≥ 10.0	≥ 1.0	Supply shut-in after three exceedances in 12 months
Upper Action Level ³	≥ 25.0	≥ 5.0	Immediate supply shut-in
1. Applies to individual constituent concentrations. 2. Applies to the sum of all constituent concentrations over the trigger level. 3. Applies to individual constituent concentrations or to the sum of all constituent concentrations over the trigger level.			

c. Testing

- 1) Testing shall be determined according to the source feedstock. Testing for the Health Protective Constituents shall be by the methods specified in Table V-4 of CARB/OEHHA Report submitted in R. 13-02-008 as approved by D. 14-01-034.
- 2) If requested, any retesting for validation of results can be done at the cost of the entity requesting the retest.
- 3) Responsibility for Testing
 - a) During Pre-Injection Testing and Biomethane Restart Procedure testing, gas quality testing will be performed by the Supplier using independent certified third party laboratories, and results will be shared with the receiving utility.
 - b) During Periodic Testing at the interconnection, the testing entity will be the utility, who will collect the samples and send the samples to the independent certified laboratories for constituent analyses. The results will be shared with the Supplier. For raw biogas testing, and the testing of biomethane prior to interconnection, the Supplier will be the testing entity. (T)

(Continued)



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Sheet 21

C. QUALITY OF GAS (Cont'd.)

- 4) Pre-Injection Testing Procedure (T)
 - a) Supplier will conduct two tests for all Constituents over a two to four week period. (T)
 - b) If during the pre-injection testing, any Health Protective Constituents are found at or above the Trigger Level, the Biomethane's collective potential cancer or non-cancer risk must be calculated. The collective potential cancer or non-cancer risk can be calculated by summing the individual risk for each Health Protective Group 2 Compound. If the collective potential cancer risk or non-cancer risk is at or above the Lower Action Level (the cancer risk Lower Action Level is >10 in a million and the non-cancer risk Lower Action Level is a Hazard Index of >1), the biomethane cannot be accepted or transported by the Utility's pipeline system. The Supplier shall make necessary modifications to lower the collective potential cancer or non-cancer risk below the Lower Action Level and restart pre-injection testing. (T)
(T)
 - c) If during the pre-injection testing the Health Protective constituents total potential cancer risk and non-cancer risk is below the Lower Action Level and Pipeline Integrity Protection Constituents are found to be below the Lower Action Level, if applicable, the Biomethane may be injected into the pipeline with Periodic Testing. (T)
- 5) Periodic Testing (T)
 - a) Group 1 Compounds (T)
 - i. Group 1 Compounds will be tested once every 12 month period in which injection occurs. (T)
 - ii. Any Group 1 Compounds with a concentration below the test detection level or below the Trigger Level for two consecutive annual tests will be tested once every two year period in which deliveries occur. (T)
 - iii. A Group 1 Compound will become a Group 2 Compound if testing indicates a concentration at or above the Trigger Level. (T)

(Continued)



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Sheet 22

C. QUALITY OF GAS (Cont'd.)

- b) Group 2 Compounds (T)
 - i. Testing for Group 2 Constituents will be quarterly. (T)
 - ii. Individual Constituents (T)
 - (a) Any Constituent with a concentration below the Trigger Level in four consecutive quarterly tests will be tested once every 12 month period in which injection occurs. (T)
 - (b) If annual testing demonstrates that a Constituent concentration is at or above the Trigger Level, testing for that Constituent will revert to quarterly. (T)
 - (c) If any constituent is above the Upper Action Level, the biomethane shall be shut-in until the concentration level is below the Lower Action Level, after which it will be subject to the Biomethane Restart Procedures (see C.13.c.6)). (T)
(N)
(N)
 - (d) If applicable, when a Pipeline Integrity Protective Constituent is found at or above the Lower Action Level three times in a 12 month period, the biomethane shall be shut-in and subject to the biomethane restart procedures. (T)

(Continued)

Advice 3576-G
Decision 14-01-034

Issued by
Steven Malnight
Senior Vice President
Regulatory Affairs

Date Filed March 20, 2015
Effective April 19, 2015
Resolution _____



GAS RULE NO. 21
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Sheet 23

C. QUALITY OF GAS (Cont'd.)

iii. Collective risk from Carcinogenic and Non-carcinogenic Health Protective Constituents (T)

(a) Cancer Risk (T)

The collective cancer risk for Group 2 compounds can be estimated by summing the individual potential cancer risk for each carcinogenic constituent of concern. Specifically, the cancer risk can be calculated using the ratio of the concentration of the constituent in the biomethane to the health protective ("trigger") concentration value corresponding to one in a million cancer risk for that specific constituent and then summing the risk for all the Group 2 constituents. (for reference, see CARB/OEHHA Report submitted in R. 13-02-008, p. 67) (T)

(b) Non-Cancer Risk (T)

The collective non-cancer risk can be calculated using the ratio of the concentration of the constituent in biomethane to the health protective concentration value corresponding to a hazard quotient of 0.1 for that specific non carcinogenic constituent, then multiplying the ratio by 0.1, and then summing the non-cancer chronic risk for these Group 2 compounds. (for reference, see CARB/OEHHA Report submitted in R.13-02-008, p. 67) (T)

(Continued)

Advice 3576-G
Decision 14-01-034

Issued by
Steven Malnight
Senior Vice President
Regulatory Affairs

Date Filed March 20, 2015
Effective April 19, 2015
Resolution _____



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Sheet 24

C. QUALITY OF GAS (Cont'd.)

- (c) If the result is at or above the Lower Action Level on three occurrences in a 12-month period, the Biomethane shall be shut-in until the concentrations are below the Lower Action Level, after which it will be subject to the Biomethane Restart Procedures (see C.13.c.6)). (T)
I
I
I
(T)
- (d) If quarterly testing over four consecutive tests demonstrates that the collective risk from Carcinogenic and Non-carcinogenic Constituents is below the Lower Action Level, then the testing period will change to once every 12 month period during which injection occurs for each Constituent in the group. (T)
(T)
- (e) If annual testing demonstrates that collective risk from Carcinogenic and Non-carcinogenic Constituents is at or above the Lower Action Level, then testing for the Carcinogenic or Non-carcinogenic Constituents will revert to quarterly. (T)

(Continued)

Advice 3576-G
Decision 14-01-034

Issued by
Steven Malnight
Senior Vice President
Regulatory Affairs

Date Filed March 20, 2015
Effective April 19, 2015
Resolution



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Sheet 25

C. QUALITY OF GAS (Cont'd.)

- (f) If any Constituent concentration, or the collective risk from Carcinogenic or Non-carcinogenic Constituents, is at or above the Upper Action Level, the Biomethane shall be shut-in until the concentration is below the Lower Action Level, after which it will be subject to the Biomethane Restart Procedures (see C.13.c.6)). (T)
(T)
(N)
(N)
 - (g) If Supplier's Biomethane is refused in accordance with this Rule, testing for all Group 1 and Group 2 Compounds will then be performed according to the Biomethane Restart Procedure. (T)
(T)
 - 6) Biomethane Restart Procedure (T)
 - a) The Pre-Injection Testing Procedure will be performed by the Supplier if (T)
 - i. There is a change in the biogas source at the facility or a change of the biogas processing equipment design (other than for functional equivalence) that the Commission determines will potentially increase the level of any Constituent over the previously measured baseline levels. (T)
 - ii. Biomethane injection into the pipeline is refused because there are three exceedances of the Lower Action Level in a 12-month period. (T)
(T)
 - iii. Biomethane injection into the pipeline is refused because a Constituent concentration or the total cancer or non-cancer risk is above the Upper Action Level. (T)
 - b) If the results of the first test indicate that all Constituents and collective potential cancer and non-cancer risk are below the Lower Action Level, Biomethane may be injected into the pipeline subject to the testing requirements in Section C.13.c.5). (T)
(T)
 - c) After re-starting Biomethane deliveries, Periodic Testing for all Group 1 and Group 2 Compounds will be performed as indicated in Section C.13.c.5). (T)
(T)

(Continued)



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TRANSPORTATION OF NATURAL GAS

Sheet 26

C. QUALITY OF GAS (Cont'd.)

- d) Gas from Hazardous Waste Landfills (T)
 - i. Biomethane sourced from Hazardous Waste Landfills will not be knowingly purchased, accepted into or transported on the pipeline system. (T)
 - ii. Supplier must certify and provide documentation or other suitable proof that the biogas source feedstock was not derived or collected from a hazardous waste landfill, as defined herein. (T)
- e) Reporting and recordkeeping will be as described in D.14-01-034 and as specified in the CARB/OEHHA Report submitted in R.13-02-008. (T)

(Continued)

Advice 3576-G
Decision 14-01-034

Issued by
Steven Malnight
Senior Vice President
Regulatory Affairs

Date Filed March 20, 2015
Effective April 19, 2015
Resolution _____



GAS RULE NO. 21
TRANSPORTATION OF NATURAL GAS

Sheet 27

- D. ACCOUNTING AND BILLING (L)
1. DESIGNATION OF QUANTITIES DELIVERED FOR TRANSPORTATION
- PG&E may be receiving gas from various sources at the Receipt Point(s). Gas entering the PG&E system shall be measured by either PG&E or a third party designated by PG&E as its agent. Where such third party acts as PG&E's measuring agent, the Customer shall accept as correct the agent's determination of the quantity of gas (in Mcf and Decatherms) it has delivered to PG&E for the Customer's account subject to the limitations of Rule 14. Where gas is measured by PG&E, the Customer shall accept as correct PG&E's measurement of the gas received (see Section D.3 below for information about access to meters and charts and other records).
2. BILLING
- Each month, PG&E shall send the Customer a bill. The bill will show the quantities of gas adjusted for In-Kind Shrinkage Allowance, delivered to PG&E for the Customer's account at each Delivery Point for the billing month. PG&E may use estimated quantities in the bill, and the Customer shall be obligated to pay the estimated bill as presented; PG&E will then make any necessary adjustments in the subsequent months' billings. (L)

(Continued)

Advice 3455-G-A
Decision 14-01-034

Issued by
Steven Malnight
Senior Vice President
Regulatory Affairs

Date Filed October 15, 2014
Effective October 15, 2014
Resolution _____



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Sheet 28

D. ACCOUNTING AND BILLING (Cont'd.)

(L)

3. BOOKS AND RECORDS

PG&E and the Customer shall keep accounting records and books in accordance with generally accepted accounting principles and practices in the industry. PG&E and the Customer shall have the right to examine those books and accounting records of the other.

Any examination will be at the examining party's expense, must be conducted at a reasonable time, and must be confined to the extent necessary to verify the accuracy of any statement, charge, or computation or any demand made under or as a result of transporting Customer-Owned Gas.

E. ADDITIONAL FACILITIES

Transportation of Customer-Owned Gas does not obligate PG&E to construct any additional facilities (including measuring facilities) or to modify any existing facilities to provide for receipt of Customer-Owned natural gas into the PG&E system. Customer shall have a separate agreement covering any new facilities or necessary modifications for either receipt or delivery of Customer-Owned Gas.

F. POSSESSION OF GAS

For Customer Owned Gas, the Customer shall be deemed to be in control and possession of the gas until the gas is delivered to PG&E at the Receipt Point(s). The Customer shall be deemed to regain control and possession of the gas upon delivery from PG&E to or on behalf of the Customer.

G. INDEMNIFICATION

The Customer shall indemnify and hold harmless PG&E, its officers, agents and employees against all loss, damage, expense, and liability, resulting from injury to or death of any person, including but not limited to employees of PG&E, Customer or any third party, or for loss, destruction, damage to property, including but not limited to property of PG&E, Customer, or any third party, arising out of or in any way connected with the transportation of customer-owned gas, however caused, except to the extent caused by the active negligence or willful misconduct of PG&E, its officers, agents and employees. The Customer shall on PG&E's request, defend any suit asserting a claim covered by this indemnity. The indemnifying party shall pay all costs that may be incurred by the other party in enforcing this indemnity, including all reasonable attorney's fees.

(L)

(Continued)



GAS RULE NO. 21
TRANSPORTATION OF NATURAL GAS

Sheet 29

H. OPEN ACCESS Interconnection of NEW GAS SUPPLY

(L)

PG&E will provide non-discriminatory interconnection to its pipeline system for an Applicant to deliver new gas supply. Upon interconnection PG&E will provide open access transportation of the gas under the applicable PG&E rate schedules, rules and transportation agreements. PG&E will perform interconnection-related work under the following conditions:

1. The Applicant's gas supply can be received into PG&E's existing system without jeopardizing the integrity or normal operation of its pipeline system and without adversely affecting PG&E's Customers. The specific interconnection point will be determined by PG&E.
2. The maximum delivery capacity for Applicant's gas at the interconnection point will be determined by the size of the interconnection facilities and PG&E's ability to redeliver the gas supply downstream of the interconnection point.
3. The available capacity for Applicant's gas supply on any particular day may be affected by physical flows from other points of receipt, daily pipeline operating conditions, and end-use demand.
4. The Applicant shall pay PG&E's costs for all engineering and construction of facilities on PG&E's side of the interconnection point necessary to receive Applicant's gas. Such facilities may include, but are not limited to, taps, valves, piping, measuring equipment, odorizing equipment, land rights, permits, and communication equipment. The Applicant also shall pay for computer programming changes to PG&E's scheduling system, if any, required to add the Applicant's new interconnection point for the purpose of nominating the gas. PG&E shall own and operate all facilities on PG&E's side of the interconnection point.
5. The Applicant shall execute a standard "Agreement to Perform Tariff Schedule Related Work" (Form 62-4527), which shall contain a description of the work to be performed by PG&E, the cost estimate, and payment terms.
6. The Applicant, at its expense, shall obtain all land rights, easements, permits or other authorizations, and shall design and construct the piping, valves, filter separators, and other equipment that is required on the Applicant's side of the interconnection point to effectuate deliveries of gas to PG&E, in accordance with sound and prudent natural gas industry practice and with all applicable laws, rules, and regulations of any authority having jurisdiction.

(L)

(Continued)



GAS RULE NO. 21
TRANSPORTATION OF NATURAL GAS

Sheet 30

H. OPEN ACCESS Interconnection of NEW GAS SUPPLY (Cont'd.)

7. The Applicant shall install and maintain in good working condition the necessary pressure regulation and flow equipment to effectuate delivery of gas to the interconnection point at or above the prevailing pressure in PG&E's pipeline. Applicant's equipment shall be designed and installed to protect PG&E's pipeline from exposure to pressures in excess of PG&E's then current maximum operating pressure at the interconnection point.
 8. Applicant's gas supply at the interconnection point shall comply with all PG&E tariffs and rules including gas quality and nomination procedures.
 9. The Applicant and PG&E shall execute operating and balancing agreements prior to final interconnection and gas flow.
 10. Pursuant to D.15-06-029, approved June 11, 2015, as modified by D.16-12-043, biomethane project developers are eligible to participate in a monetary incentive program to encourage biomethane project developers to successfully operate projects that can safely interconnect with PG&E's pipelines and inject biomethane for PG&E customer usage. The total state-wide monetary incentives for this monetary incentive program is capped at \$40 million for five years ending on December 31, 2021 or until the program has exhausted funding including the California Council on Science and Technology study costs. Biomethane project developers can receive up to 50% of the project's eligible interconnection costs, up to \$3 million for a non-dairy cluster biomethane project and up to \$5 million for a dairy cluster biomethane project. Eligible interconnection costs to be credited under this incentive program include study and design costs, total installed costs of receipt point facilities (e.g., meters, regulators, appurtenant facilities, quality measurement, odorization facilities and auxiliary facilities), PG&E facility enhancement costs (e.g., PG&E-owned gas pipelines, other related system upgrades and enhancements required to enable continued safe and reliable operation of PG&E's system due to the addition of each biomethane interconnection). For a dairy cluster biomethane project as defined in Public Utilities Code 399.19(b), the eligible interconnection costs also include project developer costs for biogas gathering lines, which includes multiple pipelines installed to transport biogas from three or more dairies in close proximity to one another for injection into PG&E's pipeline system.
- (T)
(T)
(T)
(T)
(N)
(L)
(L)
(L)
(L)
(L)

(Continued)



GAS RULE NO. 21
TRANSPORTATION OF NATURAL GAS

Sheet 31

H. OPEN ACCESS Interconnection of NEW GAS SUPPLY (Cont'd.)

10. Engineering and capacity studies and agreement terms and conditions are specified in PG&E Gas Rule 21. These eligible facility costs include the costs necessary to interconnect downstream of the biomethane project developer's processing plants for the purposes of delivering biomethane onto PG&E's system. For example, pipeline costs from the biomethane project developer's plant to PG&E's pipeline for purposes of injecting biomethane onto PG&E's system is an eligible cost under the monetary incentive program, whereas any pipeline costs from PG&E's pipeline to the biomethane project developer's facilities for the purposes of blending to increase the heating value is not an eligible cost under the monetary incentive program. Other upstream costs, such as the costs for processing or blending, (including the pipelines used for blending), do not qualify as eligible interconnection costs under the monetary incentive program. The biomethane project developer shall provide cost information to PG&E for eligible costs in a timely manner, as specified by PG&E. To be eligible for the monetary incentive program, a biomethane project developer must comply with the standards and protocols adopted in D.14-01-034 as modified by D.16-11-008, successfully interconnect to PG&E's pipeline system and meet the operational requirement as described in D.15-06-029 as modified by D.16-12-043, and provide cost information to PG&E for eligible costs in a timely manner, as specified by PG&E. (L)
11. Biomethane project developers must meet the 30-day operational requirement to be eligible for the incentive program pursuant to D.15-06-029 as modified by D.16-12-043. The operational requirement shall be met only if the biomethane project developer successfully interconnects with PG&E's pipeline system, and remains in operation for a minimum of 30 out of 40 days with a flow each of those 30 days within the measurement range of the meter, as specified by PG&E measurement standards and based on the meter type as specified by PG&E and site conditions and shall exclude any interruption of delivery as specified by PG&E Gas Rule 14. The biomethane developer must notify PG&E in writing at least 2 business days prior to the start of flows so as to specify the 40 day testing period. A biomethane developer can restart Day 1 of the testing period at any time by providing a new written notification at least 2 business days in advance of when the new 40-day testing period is to begin and end. (T)

(Continued)

Advice 3806-G
Decision 16-12-043

Issued by
Robert S. Kenney
Vice President
Regulatory Relations

Date Filed February 6, 2017
Effective March 8, 2017
Resolution



GAS RULE NO. 21
TRANSPORTATION OF NATURAL GAS

Sheet 32

H. OPEN ACCESS Interconnection of NEW GAS SUPPLY (Cont'd.)

12. Within 60 days following the successful operational period, PG&E will pay or credit the biomethane project developer in the amount of 50% of the eligible reconciled and undisputed portions of the interconnection costs not to exceed \$3 million for a non-dairy cluster biomethane project or \$5 million for a dairy cluster biomethane project. A payment will be provided to the biomethane project developer if all costs have been paid in full; if there are remaining costs they shall be treated as a credit. In the event that all interconnection costs have not been reconciled by PG&E and the developer within 60 days following the successful operational period, PG&E shall resume paying the biomethane project developer upon cost reconciliation. If additional eligible cost information becomes available within 12 months following the initial payment, the utility shall pay to the biomethane project developer 50% of the remaining eligible interconnection costs, not to exceed \$3 million for a non-dairy cluster biomethane project or \$5 million for a dairy cluster biomethane project, including all previous payments. PG&E will provide notification to the CPUC Director of the Energy Division and the biomethane project developer of the initial payment as well as any other potentially eligible future payments
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**Pacific Gas and
Electric Company**

**Wholesale Marketing and
Business Development**

6121 Bollinger Canyon Road
Mail Code BR1Z4A
San Ramon, CA 94583

Fax: (925) 244-3544

June 10, 2019

Dominick Casey
City Manager, City of Roseville
2005 Hilltop Circle
Roseville, CA 95747

Dear Mr. Casey:

Pacific Gas and Electric Company (the Company) is pleased to provide you with gas service at an Elevated Delivery Pressure of 110 pounds per square inch gauge (psig) to your Pleasant Grove Waste Water Treatment Plant at 5051 Westpark Drive, Roseville, CA. The load to be served at this pressure is 50 thousand standard cubic feet per hour (MSCFH). This delivery pressure is greater than the Standard Delivery Pressure of seven inches of water column (7" WC), or approximately 0.25 psig, and is subject to special considerations as noted in the Company's filed tariffs.

This Elevated Delivery Pressure may possibly be reduced to Standard Delivery Pressure under the provisions of the Company's Gas Rule 2 (copy provided). Although the Company does not anticipate such a reduction in delivery pressure, it may become necessary to ensure the safe, reliable operation of the Company's gas system.

PG&E may still reduce the service pressure, as outlined in Gas Rule 2, if we determine the elevated pressure will no longer be sufficiently available or the current set pressure is a detriment to the Company's gas system. PG&E will try to give you adequate notice of any proposed reduction in pressure; however, conditions at the time may not permit any such notification. Should a pressure reduction be required, the Company, its officers, employees or agents will not be responsible for any damage, loss or expense resulting in any way from a reduction in the delivery pressure.

We call your attention to the testing requirements for gas house-lines that operate at pressures greater than Standard Delivery Pressure of 7" WC. The applicable plumbing codes may require an increase in time and pressure when performing the required stand-up pressure test on the applicable piping. Contact your local city or county plumbing inspector for information and house-line inspection. Please advise any tenant of your Pleasant Grove Waste Water Treatment Plant or your successor of the contents of this letter.

Sincerely,

Steve Moorleghe

Gas Transmission Interconnection Manager

Service Address: 5051 Westpark Drive, Roseville, CA 95747

PM # 74020600

ACKNOWLEDGMENT:

(Print Name)

(Signature)

(Title)



COUNCIL COMMUNICATION

CC #: 0188

File #: 0214 & 0800-02

Title: Pleasant Grove Wastewater Treatment Plant Energy Recovery Project - Grant Agreement Approval

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

Meeting Date: 7/17/2019

Item #: 7.14.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council approve the California Energy Commission (CEC) Grant Agreement (Exhibit A) to allow the City to be eligible to receive \$3,000,000.00 in grant funds from the CEC's Alternative and Renewable Fuels and Vehicle Technology Program (ARFVTP) to help fund the Pleasant Grove Wastewater Treatment Plant (PGWWTP) Energy Recovery Project (ERP) and adopt a resolution authorizing the City Manager or his designee to execute the Grant Agreement on behalf of the City.

BACKGROUND

The City of Roseville (City) owns and operates the PGWWTP on behalf of the South Placer Wastewater Authority (SPWA) partner agencies. The ERP will be constructed on City-owned property located adjacent to, and immediately south of, the existing PGWWTP boundary. The ERP provides an opportunity to add energy recovery facilities at the PGWWTP that will beneficially utilize digester gas (which has a high methane fraction) produced by the new treatment processes constructed as part of the City's PGWWTP Expansion Project (EP).

CEC's Grant Program Background

CEC routinely releases grants for various renewable energy projects. On August 7, 2018, CEC released solicitation GFO-18-601 entitled "Community-Scale and Commercial-Scale Advanced Biofuels Production Facilities" under the ARFVTP. This grant program provides incentives for projects that will produce low carbon-intensity biofuel production facilities.

On December 17, 2018, the City's grant application was submitted and on January 18, 2019, CEC issued a Notice of Proposed Awards notifying the City that the ERP has been selected to receive up to \$3,000,000.00 in grant funding through CEC's ARFVTP Community-Scale and Commercial-Scale Advanced Biofuels Production Facilities grant program. On April 10, 2019, CEC had a business meeting finalizing the decision to award a grant for the City's PGWWTP ERP.

CEC has therefore drafted the Grant Agreement for the award of \$3,000,000.00 in grant funds for the ERP.

CEC's goal of this Grant Agreement is allow for production of renewable biomethane from the PGWWTP using organic waste. The biomethane produced must provide a low carbon alternative and renewable fuel suitable for the City's Solid Waste Utility fleet. The biomethane produced will also reduce greenhouse gas emissions and nitrogen oxide emissions by diverting PGWWTP organic waste from landfills and by reducing fossil fuel use.

The Grant Agreement funding will specifically be used to help fund the ERP installation and equipment needed for the BioCNG, digester gas conditioning and separation equipment, CNG gas compression, CNG heating and drying, and related controls, electrical and piping.

FISCAL IMPACT

The CEC grant amount is for \$3,000,000.00 and requires matching funds of \$3,000,000.00. The ERP construction cost is estimated at \$25,000,000.00. Funding for the ERP is provided under the capital improvement projects for the SPWA which has been authorized by the SPWA board. The ERP is jointly funded between Roseville and the other SPWA Regional Partners. The SPWA-approved project funding is sufficient to pay the anticipated total cost of the ERP work including the required \$3,000,000.00 grant match funding.

ECONOMIC DEVELOPMENT / JOBS CREATED

No jobs are expected to be directly created by this action.

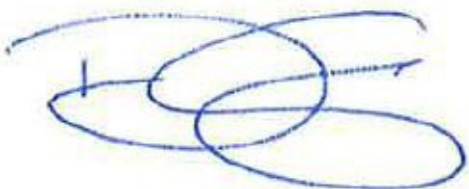
ENVIRONMENTAL REVIEW

ERP facilities to be installed and operated were previously evaluated in the Initial Study and Mitigated Negative Declaration (IS/MND) Addendum prepared for the PGWWTP EP and ERP (SCH# 2016122040) (Adopted by the City Council November 7, 2018). The work required under this grant agreement is consistent with the project evaluated in the adopted IS/MND including the addendum; therefore, no additional CEQA action is required.

Respectfully Submitted,

Tracie Mueller, Senior Engineer

Richard Plecker, Environmental Utilities Director

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

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 19-334

Grant Agreement

RESOLUTION NO. 19-334

APPROVING THE CALIFORNIA ENERGY COMMISSION GRANT AGREEMENT, BY
AND BETWEEN THE CITY OF ROSEVILLE AND THE STATE OF CALIFORNIA, AND
AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE
CITY OF ROSEVILLE

WHEREAS, the California Energy Commission Grant Agreement for the Pleasant Grove Wastewater Treatment Plant Energy Recovery project, by and between the City of Roseville and the State of California, has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said grant 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 _____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



RECIPIENT City of Roseville	AGREEMENT NUMBER ARV-18-020
ADDRESS 1800 Booth Road Roseville, CA 95747	AGREEMENT TERM 4/10/2019 to 3/31/2022 The effective date of this Agreement is either the start date or the approval signature date by the California Energy Commission representative below, whichever is later. The California Energy Commission shall be the last party to sign. No work is authorized, nor shall any work begin, until on or after the effective date.

PROJECT DESCRIPTION

The parties agree to comply with the terms and conditions of the following Exhibits which are by this reference made a part of the agreement.

Exhibit A – Scope of Work

Exhibit A-1 - Schedule of Products and Due Dates

Page(s): 12

Exhibit B – Budget

Exhibit B - Subcontractor Budget

Page(s): 2

Page(s): 8

Exhibit C – General Terms and Conditions

Page(s): 8

Page(s): 23

Exhibit D – Contacts

Page(s): 1

REIMBURSABLE AMOUNT
\$ 3,000,000
MINIMUM MATCH SHARE REQUIRED
\$ 3,000,000
TOTAL OF REIMBURSABLE AMOUNT AND MINIMUM MATCH
\$ 6,000,000

The undersigned parties have read the attachments to this agreement and will comply with the standards and requirements contained therein.

CALIFORNIA ENERGY COMMISSION		RECIPIENT	
AUTHORIZED SIGNATURE	DATE	AUTHORIZED SIGNATURE	DATE
NAME Adrienne Winuk		NAME	
TITLE Contracts, Grants, and Loans Office Manager		TITLE	
CALIFORNIA ENERGY COMMISSION ADDRESS 1516 9th Street, MS 18, Sacramento, CA 95814			

Exhibit A SCOPE OF WORK

TECHNICAL TASK LIST

Task #	CPR	Task Name
1		Administration
2		Design and Engineering
3	X	Construction
4	X	Commissioning
5		Data Collection and Analysis

KEY NAME LIST

Task #	Key Personnel	Key Subcontractor(s)	Key Partner(s)
1	George Hanson, City of Roseville	Brown and Caldwell	
2	Adam Ross, Brown and Caldwell	Brown and Caldwell	
3	George Hanson, City of Roseville	Biogas Cleanup Subcontractor, TBD CNG Compressor Subcontractor, TBD CNG System Subcontractor, TBD Electrical Equipment Subcontractor, TBD	
4	Adam Ross, Brown and Caldwell	Brown and Caldwell	
5	George Hanson, City of Roseville Adam Ross, Brown and Caldwell	Brown and Caldwell LCFS/RFS Subcontractor, TBD	

GLOSSARY

Specific terms and acronyms used throughout this scope of work are defined as follows:

Term/ Acronym	Definition
ARFVTP	Alternative and Renewable Fuel and Vehicle Technology Program
CAM	Commission Agreement Manager
CPR	Critical Project Review
DGE	diesel gallon equivalents
FTD	Fuels and Transportation Division
LCFS	Low Carbon Fuel Standard
PGWWTP	Pleasant Grove Wastewater Treatment Plant
PIIRA	Petroleum Industry Information Reporting Act
Recipient	The City of Roseville
RFI	Request for information
RFP	Request for Proposals
RFS	Renewable Fuel Standard
RNG	Renewable Natural Gas
SB	Senate Bill
WWTP	wastewater treatment plant

Background

Assembly Bill (AB) 118 (Núñez, Chapter 750, Statutes of 2007), created the Alternative and Renewable Fuel and Vehicle Technology Program (ARFVTP). The statute authorizes the California Energy Commission (Energy Commission) to develop and deploy alternative and renewable fuels and advanced transportation technologies to help attain the state's climate change, clean air, and alternative energy policies. AB 8 (Perea, Chapter 401, Statutes of 2013) re-authorizes the ARFVTP through January 1, 2024. The ARFVTP has an annual budget of approximately \$100 million and provides financial support for projects that:

- Reduce California's use and dependence on petroleum transportation fuels and increase the use of alternative and renewable fuels and advanced vehicle technologies.
- Produce sustainable alternative and renewable low-carbon fuels in California.
- Expand alternative fueling infrastructure and fueling stations.
- Improve the efficiency, performance and market viability of alternative light-, medium-, and heavy-duty vehicle technologies.
- Expand the alternative fueling infrastructure available to existing fleets, public transit, and transportation corridors.
- Establish workforce training programs and conduct public outreach on the benefits of alternative transportation fuels and vehicle technologies.

The Energy Commission issued solicitation GFO-18-601 for biofuel production projects at new and existing biofuel production facilities. To be eligible for funding under GFO-18-601, projects must also be consistent with the Energy Commission's ARFVTP Investment Plan, updated annually. In response to GFO-18-601, the City of Roseville (Recipient) submitted application 19, which was proposed for funding in the Energy Commission's Notice of Proposed Awards on January 18, 2019. GFO-18-601 and Recipient's aforementioned applications are hereby incorporated by reference into this Agreement in their entirety.

In the event of any conflict or inconsistency between the terms of the Solicitation and the terms of the Recipient's Application, the Solicitation shall control. In the event of any conflict or inconsistency between the Recipient's Application and the terms of the Energy Commission's Award, the Energy Commission's Award shall control. Similarly, in the event of any conflict or inconsistency between the terms of this Agreement and the Recipient's Application, the terms of this Agreement shall control.

Problem Statement:

Alternative fuel production resources in California are currently not utilized to their full potential. Organic waste and digester gases found in a municipal wastewater treatment plant (WWTP) is one such resource. The technology to convert organic waste into low-carbon fuels is proven but has severe financial and operational risks when implemented at the municipal level. Providing financial support to municipal agencies would encourage them to take on projects that divert WWTP organic waste from landfills to alternative fuel production instead. These types of projects help California achieve its AB 118 goals reducing criteria air pollutants, and producing sustainable alternative and renewable low-carbon fuels here in California.

The City of Roseville (Recipient) currently operates the Pleasant Grove Wastewater Treatment Plant (PGWWTP), which processes millions of gallons of organic waste each year. The Recipient is proposing to expand the PGWWTP to include biomethane production capabilities. This equipment would use PGWWTP organic waste and convert it into renewable biomethane for light-duty vehicle consumption. The recipient is requesting funding from the Energy Commission to begin implementing this project. Without funding from the Energy Commission and the ARFVTP, this project may not be financially possible at this time.

Goals of the Agreement:

The goal of this Agreement is to produce renewable biomethane from municipal WWTP organic waste. The biomethane produced will provide a low carbon alternative and renewable fuel suitable for on-road vehicle use. The biomethane produced will also reduce GHG and NO_x emissions by diverting WWTP organic waste from landfills and by reducing fossil fuel use.

Objectives of the Agreement:

The objectives of this Agreement are to bid, construct, and commission a biomethane production facility at the PGWWTP managed by the Recipient. Specific objectives:

- Construct a renewable biomethane production facility capable of producing 267,000 DGE per year at capacity
- Divert PGWWTP organic waste from landfills to biomethane production
- Provide a low carbon alternative and renewable fuel suitable for on-road vehicle use
- Reduce GHG emissions by approximately 3,655 metric tons of CO₂ equivalents per year at project build-out and reduce NO_x emission by five metric tons per year from reducing fossil fuel usage

TASK 1 ADMINISTRATION**Task 1.1 Attend Kick-off Meeting**

The goal of this task is to establish the lines of communication and procedures for implementing this Agreement. The CAM shall designate the date and location of this meeting and provide an agenda to the Recipient prior to the meeting.

The Recipient shall:

- Attend a "Kick-Off" meeting with the Commission Agreement Manager, the Grants Officer, and a representative of the Accounting Office. The Recipient shall bring its Project Manager, Agreement Administrator, Accounting Officer, and others designated by the Commission Agreement Manager to this meeting.
- Discuss the following administrative and technical aspects of this Agreement:
 - Agreement Terms and Conditions

- Critical Project Review (Task 1.2)
- Match fund documentation (Task 1.6); no reimbursable work may be done until this documentation is in place.
- Permit documentation (Task 1.7)
- Subcontracts needed to carry out the project (Task 1.8)
- The CAM's expectations for accomplishing tasks described in the Scope of Work
- An updated Schedule of Products and Due Dates
- Monthly Progress Reports (Task 1.4)
- Technical Products (Product Guidelines located in Section 5 of the Terms and Conditions)
- Final Report (Task 1.5)

Recipient Products:

- Updated Schedule of Products
- Updated List of Match Funds
- Updated List of Permits

Commission Agreement Manager Product:

- Kick-Off Meeting Agenda

Task 1.2 Critical Project Review (CPR) Meetings

CPRs provide the opportunity for frank discussions between the Energy Commission and the Recipient. The goal of this task is to determine if the project should continue to receive Energy Commission funding to complete this Agreement and to identify any needed modifications to the tasks, products, schedule or budget.

The Commission Agreement Manager may schedule CPR meetings as necessary, and the Recipient will bear meeting costs.

Meeting participants include the CAM and the Recipient and may include the Commission Grants Officer, the Fuels and Transportation Division (FTD) biofuel lead, other Energy Commission staff and Management as well as other individuals selected by the CAM to provide support to the Energy Commission.

The CAM shall:

- Determine the location, date, and time of each CPR meeting with the Recipient. These meetings generally take place at the Energy Commission, but they may take place at another location.
- Send the Recipient the agenda and a list of expected participants in advance of each CPR. If applicable, the agenda shall include a discussion on both match funding and permits.
- Conduct and make a record of each CPR meeting. Prepare a schedule for providing the written determination described below.

- Determine whether to continue the project, and if continuing, whether or not modifications are needed to the tasks, schedule, products, or budget, or both for the remainder of the Agreement. Modifications to the Agreement may require a formal amendment (please see section 8 of the Terms and Conditions). If the CAM concludes that satisfactory progress is not being made, this conclusion will be referred to the Lead Commissioner for Transportation for his or her concurrence.
- Provide the Recipient with a written determination in accordance with the schedule. The written response may include a requirement for the Recipient to revise one or more product(s) that were included in the CPR.

The Recipient shall:

- Prepare a CPR Report for each CPR that discusses the progress of the Agreement toward achieving its goals and objectives. This report shall include recommendations and conclusions regarding the continued work of the projects. This report shall be submitted along with any other products identified in this scope of work. The Recipient shall submit these documents to the CAM and any other designated reviewers at least 15 working days in advance of each CPR meeting.
- Present the required information at each CPR meeting and participate in a discussion about the Agreement.

CAM Products:

- Agenda and a list of expected participants
- Schedule for a written determination
- Written determination

Recipient Product:

- CPR Report(s)

Task 1.3 Final Meeting

The goal of this task is to close out this Agreement.

The Recipient shall:

- Meet with Energy Commission staff to present the findings, conclusions, and recommendations. The final meeting must be completed during the closeout of this Agreement.
This meeting will be attended by, at a minimum, the Recipient, the Commission Grants Office Officer, and the Commission Agreement Manager. The technical and administrative aspects of Agreement closeout will be discussed at the meeting, which may be two separate meetings at the discretion of the Commission Agreement Manager.
The technical portion of the meeting shall present an assessment of the degree to which project and task goals and objectives were achieved, findings, conclusions, recommended next steps (if any) for the Agreement, and recommendations for improvements. The Commission Agreement Manager will determine the appropriate meeting participants.
The administrative portion of the meeting shall be a discussion with the Commission Agreement Manager and the Grants Officer about the following Agreement closeout items:

- What to do with any equipment purchased with Energy Commission funds (Options)
- Energy Commission's request for specific "generated" data (not already provided in Agreement products)
- Need to document Recipient's disclosure of "subject inventions" developed under the Agreement
- "Surviving" Agreement provisions
- Final invoicing and release of retention
- Prepare a schedule for completing the closeout activities for this Agreement.

Products:

- Written documentation of meeting agreements
- Schedule for completing closeout activities

Task 1.4 Monthly Progress Reports

The goal of this task is to periodically verify that satisfactory and continued progress is made towards achieving the objectives of this Agreement on time and within budget.

The objectives of this task are to summarize activities performed during the reporting period, to identify activities planned for the next reporting period, to identify issues that may affect performance and expenditures, and to form the basis for determining whether invoices are consistent with work performed.

The Recipient shall:

- Prepare a Monthly Progress Report which summarizes all Agreement activities conducted by the Recipient for the reporting period, including an assessment of the ability to complete the Agreement within the current budget and any anticipated cost overruns. Each progress report is due to the Commission Agreement Manager within ten days of the end of the reporting period. The recommended specifications for each progress report are contained in Section 6 of the Terms and Conditions of this Agreement.
- In the first Monthly Progress Report and first invoice, document and verify match expenditures and provide a synopsis of project progress, if match funds have been expended or if work funded with match share has occurred after the notice of proposed award but before execution of the grant agreement. If no match funds have been expended or if no work funded with match share has occurred before execution, then state this in the report. All pre-execution match expenditures must conform to the requirements in the Terms and Conditions of this Agreement.

Product:

- Monthly Progress Reports

Task 1.5 Final Report

The goal of the Final Report is to assess the project's success in achieving the Agreement's goals and objectives, advancing science and technology, and providing energy-related and other benefits to California.

The objectives of the Final Report are to clearly and completely describe the project's purpose, approach, activities performed, results, and advancements in science and technology; to present a public assessment of the success of the project as measured by the degree to which goals and objectives were achieved; to make insightful observations based on results obtained; to draw conclusions; and to make recommendations for further projects and improvements to the Energy Commission project management processes.

The Final Report shall be a public document. If the Recipient has obtained confidential status from the Energy Commission and will be preparing a confidential version of the Final Report as well, the Recipient shall perform the following activities for both the public and confidential versions of the Final Report.

The Recipient shall:

- Prepare an Outline of the Final Report, if requested by the CAM.
- Prepare a Final Report following the latest version of the Final Report guidelines which will be provided by the CAM. The CAM shall provide written comments on the Draft Final Report within fifteen (15) working days of receipt. The Final Report must be completed at least 60 days before the end of the Agreement Term.
- Submit one bound copy of the Final Report with the final invoice.

Products:

- Outline of the Final Report, if requested
- Draft Final Report
- Final Report

Task 1.6 Identify and Obtain Matching Funds

The goal of this task is to ensure that the match funds planned for this Agreement are obtained for and applied to this Agreement during the term of this Agreement.

The costs to obtain and document match fund commitments are not reimbursable through this Agreement. Although the Energy Commission budget for this task will be zero dollars, the Recipient may utilize match funds for this task. Match funds shall be spent concurrently or in advance of Energy Commission funds for each task during the term of this Agreement. Match funds must be identified in writing and the associated commitments obtained before the Recipient can incur any costs for which the Recipient will request reimbursement.

The Recipient shall:

- Prepare a letter documenting the match funding committed to this Agreement and submit it to the Commission Agreement Manager at least two working days prior to the kick-off meeting. If no match funds were part of the proposal that led to the Energy Commission awarding this Agreement and none have been identified at the time this Agreement starts, then state such in the letter. If match funds were a part of the proposal that led to the Energy Commission awarding this Agreement, then provide in the letter a list of the match funds that identifies the:
 - Amount of each cash match fund, its source, including a contact name, address and telephone number and the task(s) to which the match funds will be applied.

- Amount of each in-kind contribution, a description, documented market or book value, and its source, including a contact name, address and telephone number and the task(s) to which the match funds will be applied. If the in-kind contribution is equipment or other tangible or real property, the Recipient shall identify its owner and provide a contact name, address and telephone number, and the address where the property is located.
- Provide a copy of the letter of commitment from an authorized representative of each source of cash match funding or in-kind contributions that these funds or contributions have been secured. For match funds provided by a grant, a copy of the executed grant shall be submitted in place of a letter of commitment.
- Discuss match funds and the implications to the Agreement if they are reduced or not obtained as committed, at the kick-off meeting. If applicable, match funds will be included as a line item in the progress reports and will be a topic at CPR meetings.
- Provide the appropriate information to the Commission Agreement Manager if during the Agreement additional match funds are received.
- Notify the Commission Agreement Manager within ten days if during the Agreement existing match funds are reduced. Reduction in match funds must be approved through a formal amendment to the Agreement and may trigger an additional CPR meeting.

Products:

- A letter regarding match funds or stating that no match funds are provided
- Copies of each match fund commitment letter(s) (if applicable)
- Letter(s) for new match funds (if applicable)
- A letter if match funds were reduced (if applicable)

Task 1.7 Identify and Obtain Required Permits

The goal of this task is to obtain all permits required for work completed under this Agreement in advance of the date they are needed to keep the Agreement schedule on track.

Permit costs and the expenses associated with obtaining permits are not reimbursable under this Agreement. Although the Energy Commission budget for this task will be zero dollars, the Recipient shall budget match funds for any expected expenditures associated with obtaining permits. Permits must be identified in writing and obtained before the Recipient can make any expenditure for which a permit is required.

The Recipient shall:

- Prepare a letter documenting the permits required to conduct this Agreement and submit it to the Commission Agreement Manager at least two working days prior to the kick-off meeting. If there are no permits required at the start of this Agreement, then state such in the letter. If it is known at the beginning of the Agreement that permits will be required during the Agreement, provide in the letter:
 - A list of the permits that identifies the:
 - Type of permit
 - Name, address and telephone number of the permitting jurisdictions or lead agencies

- The schedule the Recipient will follow in applying for and obtaining these permits.
- Discuss the list of permits and the schedule for obtaining them at the kick-off meeting and develop a timetable for submitting the updated list, schedule and the copies of the permits. The implications to the Agreement if the permits are not obtained in a timely fashion or are denied will also be discussed. If applicable, permits will be included as a line item in the Progress Reports and will be a topic at CPR meetings.
- If during the Agreement additional permits become necessary, provide the appropriate information on each permit and an updated schedule to the Commission Agreement Manager.
- As permits are obtained, send a copy of each approved permit to the Commission Agreement Manager.
- If during the Agreement permits are not obtained on time or are denied, notify the Commission Agreement Manager within five working days. Either of these events may trigger an additional CPR.

Products:

- A letter documenting the permits or stating that no permits are required
- Updated list of permits as they change during the term of the Agreement (if applicable)
- Updated schedule for acquiring permits as changes occur during the term of the Agreement (if applicable)
- A copy of each final approved permit (if applicable)

Task 1.8 Obtain and Execute Subcontracts

The goal of this task is to ensure quality products and to procure subcontractors required to carry out the tasks under this Agreement consistent with the Agreement Terms and Conditions and the Recipient's procurement policies and procedures. It will also provide the Energy Commission an opportunity to review the subcontracts to ensure that the tasks are consistent with this Agreement and that the budgeted expenditures are reasonable and consistent with applicable cost principles.

The Recipient shall:

- Manage and coordinate subcontractor activities.
- Submit a draft of each subcontract required to conduct the work under this Agreement to the Commission Agreement Manager for review.
- Submit a final copy of the executed subcontract.
- If Recipient decides to add new subcontractors, then the Recipient shall notify the CAM.

Products:

- Draft subcontracts
- Final subcontracts

TECHNICAL TASKS

TASK 2 DESIGN AND ENGINEERING

The goal of this task is to complete design and engineering to support the construction of the facility. The task includes design clarifications, contractor/subcontractor submittal responses, and RFI responses by the design engineer.

The Recipient shall:

- Finalize design and engineer documents for the facility.
- Prepare and provide a Written Notification of Completion of Design and Engineering to the CAM. The document shall include information regarding:
 - Design clarifications
 - Contractor/Subcontractor submittal reviews
 - RFI responses to the construction manager and the contractor
 - Final design and engineering documents
 - Approval from applicable agencies (i.e. State Water Resources Board, Placer County Air Quality District, etc.)

Products:

- Written Notification of Completion of Design and Engineering

TASK 3 CONSTRUCTION

The goal of this task is to procure equipment and construct the project through a general contractor.

The Recipient shall:

- Prepare and provide a Procurement Plan for the facility that will detail the process for procurement of equipment, materials, and services. The Procurement Plan will include, but is not limited to:
 - A list of equipment to be purchased
 - A description of the bid packages to be assembled
 - A methodology for receiving and evaluating responses
- Execute the Procurement Plan. Procure equipment for the construction of the biofuel production facility.
- Prepare and provide a Construction Plan for the facility that will outline the budget and schedule for the completion of all construction and installation activities. The Construction Plan will include, but is not limited to:
 - A list of construction and installation milestones
 - A Gantt chart and detailed project schedule
- Prepare and provide Written Notification of Site Preparation for the facility that will notify the CAM that the site has been prepared to initiate construction related activities.
- Implement the Construction Plan.
- Hold a Substantial Completion Meeting with contractors.
- Prepare and provide Project Startup Report for the facility that will notify the CAM that construction and installation activities have been completed.
- Provide photographs of completed construction of the facility and installation of the equipment to the CAM.

Products:

- Procurement Plan
- Construction Plan
- Written Notification of Site Preparation

- Project Startup Report
- Photographs of Completed Construction of Facility and Installation of Equipment

[CPR WILL OCCUR DURING THIS TASK. See Task 1.2 for details.]

TASK 4 COMMISSIONING

The goal of this task is to complete commissioning for the Project and to commence operations. This task will also coordinate the Low Carbon Fuel Standard (LCFS) and Renewable Fuel Standard (RFS) registration processes so the biofuels production facility can claim renewable fuel credit under both programs.

The Recipient shall:

- Prepare and provide a Testing and Commissioning Plan for the facility that will detail the process, deliverables, and milestones associated with the testing and commissioning of the facility. The Testing and Commissioning Plan will include, but is not limited to:
 - A description of the equipment to be tested
 - A description of the methodology to test the identified equipment
 - A list of goals and objectives for the test
 - A description of the quality control and quality assurance practices for the test methodology
- Implement Testing and Commissioning Plan.
- Prepare and provide Testing and Commissioning Report for the facility that will notify the CAM that commissioning activities have been completed and that the plant is ready to commence commercial operations.
- Provide Written Notification of Commercial Operations.
- Provide Written Notification of LCFS registration process.
- Provide Written Notification of RFS registration process.
- Establish a Quality Assurance Plan for renewable attributes from the facility.
- Facilitate monetization of renewable attributes through the LCFS and the RFS programs.

Products:

- Testing and Commissioning Plan
- Testing and Commissioning Report
- Written Notification of Commercial Operations, LCFS, and RFS registration processes
- Quality Assurance Plan for Renewable Attributes

[CPR WILL OCCUR DURING THIS TASK. See Task 1.2 for details.]

TASK 5 DATA COLLECTION AND ANALYSIS

The goal of this task is to collect operational data from the project, to analyze that data for economic and environmental impacts, and to include the data and analysis in the Final Report.

The Recipient shall:

- Develop a data collection plan.
- Troubleshoot any issues identified.
- Collect at least six months of data, including:
 - Throughput, usage, and operations data

- Normal operating hours, uptime, downtime, and explanations of variations
- Feedstock supply summary
- Maximum capacity of the new fuel production system in diesel gallon equivalents (DGE) and ordinary units
- Gallons of gasoline or diesel fuel displaced (with associated mileage information), or both, along with value converted into DGE
- Record of wastes from production processes (wastewater, solid waste, criteria emissions, etc.)
- Expected air emissions reduction, for example:
 - Non-methane hydrocarbons
 - Oxides of nitrogen
 - Non-methane hydrocarbons plus oxides of nitrogen
 - Particulate Matter
 - Formaldehyde
- The duty cycle of the current fleet and the expected duty cycle of future vehicle acquisitions
- Specific jobs and economic development resulting from this project
- Levelized Cost of Fuel and Finished fuel price
- Analysis of total facility costs, operation, and maintenance costs, marginal abatement costs
- Comply with the Petroleum Industry Information Reporting Act (PIIRA) and complete CEC Form M810E and CEC Form M13 every month for submission to the California Energy Commission's PIIRA Data Collection Unit.
- Provide a written record of registering with the Low Carbon Fuel Standard and Renewable Fuel Standard programs.
- Identify any current and planned use of renewable energy at the facility.
- Describe any energy efficiency measures used in the facility that may exceed Title 24 standards in Part 6 of the California Code Regulations.
- Provide data on potential job creation, economic development, and increased state revenue as a result of expected future expansion.
- Provide a quantified estimate of the project's carbon intensity values or provide an Air Resources Board approved pathway carbon intensity.
- Estimate annual life-cycle greenhouse gas emission reduction.
- Compare any project performance and expectations provided in the proposal to Energy Commission with actual project performance and accomplishments.
- Collect data, information, and analysis described above and include in the Final Report.

Products:

- Data collection information and analysis will be included in the Final Report.

EXHIBIT A-1

Schedule of Products and Due Dates

Task Number	Task Name	Product(s)	Due Date
1.1	Attend Kick-off Meeting		
		Updated List of Match Funds	5/22/2019
		Updated List of Permits	5/22/2019
		Kick-Off Meeting Agenda (CEC)	5/22/2019
1.2	Critical Project Review Meetings		
		1st CPR CPR Report - Post Design	4/1/2020
		Meeting Written determination (CEC)	5/16/2020
		2nd CPR CPR Report - Post Construction	8/17/2022
		Meeting Written determination (CEC)	10/18/2022
1.3	Final Meeting		
		Written documentation of meeting agreements	12/2/2022
		Schedule for completing closeout activities	10/18/2022
1.4	Monthly Progress Reports		
		Monthly Progress Reports	The 10th calendar day of each month during the approved term of
1.5	Final Report		
		Final Outline of the Final Report	8/17/2022
		Draft Final Report (no less than 60 days before the end term of the agreement)	12/2/2022
		Final Report	2/1/2023
1.6	Identify and Obtain Match Funds		
		A letter regarding match funds or stating that no match funds are provided	6/7/2019
		Copy(ies) of each match fund commitment letter(s) (if applicable)	6/7/2019
		Letter(s) for new match funds (if applicable)	Within 10 days of identifying new match funds
		Letter that match funds were reduced (if applicable)	Within 10 days of identifying reduced funds

EXHIBIT A-1

1.7 Identify and Obtain Required Permits	Letter documenting the permits or stating that no permits are required	2/14/2020
	A copy of each approved permit (if applicable)	Within 10 days of receiving each permit
	Updated list of permits as they change during the term of the Agreement (if applicable)	Within 10 days of change in list of permits
	Updated schedule for acquiring permits as changes occur during the term of the Agreement (if applicable)	Within 10 days of change in schedule for obtaining permits
1.8 Obtain and Execute Subcontracts		
	Draft subcontracts	15 days prior to the scheduled execution date
	Final subcontracts	3/2/2020
2 Design and Engineering	Written Notification of Completion of Design and Engineering	3/2/2020
3 Construction	Procurement Plan	3/2/2020
	Construction Plan	3/2/2020
	Written Notification of Site Preparation	4/2/2020
	Project Startup Report	8/1/2022
	Photographs of Completed Construction of Facility and Installation of Equipment	8/17/2022
4 Construction Management	Testing and Commissioning Plan	5/3/2022
	Testing and Commissioning Report	6/16/2022
	Written Notification of Commercial Operations, LCFS, and RFS registration processes	11/2/2022
	Quality Assurance Plan for Renewable Attributes	6/16/2022
5 Data Collection and Analysis	Data Collection information and analysis will be included in the Final Report	2/1/2023

Category Budget

Name of Organization

City of Roseville, CA

☒ Contractor/Recipient☐ Subcontractor☐ Small Business☐ Micro Business☐ Disabled Veteran Business Enterprise (DVBE)

Cost Category	Energy Commission Reimbursable Share	Match Share	Total
Direct Labor	\$ -	\$ -	\$ -
Fringe Benefits	\$ -	\$ -	\$ -
Total Labor	\$ -	\$ -	\$ -
Travel	\$ -	\$ -	\$ -
Equipment	\$ -	\$ -	\$ -
Materials/Miscellaneous	\$ -	\$ 200,000	\$ 200,000
Subcontractors	\$ 3,000,000	\$ 2,800,000	\$ 5,800,000
Total Other Direct Costs	\$ 3,000,000	\$ 3,000,000	\$ 6,000,000
Indirect Costs	\$ -	\$ -	\$ -
Profit (not allowed for grant recipients)	\$ -	\$ -	\$ -
Total Indirect and Profit	\$ -	\$ -	\$ -
Grand Totals	\$ 3,000,000	\$ 3,000,000	\$ 6,000,000

Category Budget

Name of Organization
Brown and Caldwell
☐ Contractor/Recipient

☒ Subcontractor

☐ Small Business

☐ Micro Business

☐ Disabled Veteran Business Enterprise (DVBE)

Cost Category	Energy Commission Reimbursable Share	Match Share	Total
Direct Labor	\$ -	\$ 441,000	\$ 441,000
Fringe Benefits	\$ -	\$ -	\$ -
Total Labor	\$ -	\$ 441,000	\$ 441,000
Travel	\$ -	\$ -	\$ -
Equipment	\$ -	\$ -	\$ -
Materials/Miscellaneous	\$ -	\$ -	\$ -
Subcontractors	\$ -	\$ -	\$ -
Total Other Direct Costs	\$ -	\$ -	\$ -
Indirect Costs	\$ -	\$ -	\$ -
Profit (not allowed for grant recipients)	\$ -	\$ -	\$ -
Total Indirect and Profit	\$ -	\$ -	\$ -
Grand Totals	\$ -	\$ 441,000	\$ 441,000

EXHIBIT C
ALTERNATIVE AND RENEWABLE FUEL AND VEHICLE TECHNOLOGY
PROGRAM (ARFVTP) TERMS AND CONDITIONS

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TERMS AND CONDITIONS

1. ***Grant Agreement***

This project is being funded with a grant from the California Energy Commission's (Energy Commission) Alternative and Renewable Fuel and Vehicle Technology Program.

This Agreement is comprised of the grant funding award, the Terms and Conditions, and all attachments. These Terms and Conditions are standard requirements for grant awards. The Energy Commission may impose additional special conditions in this grant Agreement that address the unique circumstances of this project. Special conditions that conflict with these standard provisions take precedence.

The Recipient's authorized representative shall sign all copies of this Agreement and return all signed packages to the Energy Commission's Grants and Loans Office within 30 days. Failure to meet this requirement may result in the forfeiture of this award. When all required signatures are obtained, an executed copy will be returned to the Recipient.

The term of this Agreement or the Agreement Period is the length of this Agreement between the Energy Commission and the Recipient. Project means Recipient's specific project that is funded in whole or in part by this Agreement. The Recipient's project may coincide with or extend outside the Agreement Period.

All reimbursable work and/or the expenditure of funds must occur within the approved term of this Agreement. The Energy Commission cannot authorize any payments until all parties sign this Agreement.

2. ***Documents Incorporated by Reference***

The documents below are incorporated by reference into this Agreement. These terms and conditions will govern in the event of a conflict with the documents below, with the exception of the documents in subsection (f). Where this Agreement or California laws and regulations are silent or do not apply, the Energy Commission will use the federal cost principles and acquisition regulations listed below as guidance in determining whether reimbursement of claimed costs is allowable. Documents incorporated by reference include:

Solicitation Documents (if award is made through a competitive solicitation)

- a. The funding solicitation under which this Agreement was awarded.
- b. The Recipient's proposal submitted in response to the solicitation

Federal Cost Principles (applicable to state and local governments, Indian tribes, institutions of higher education, and nonprofit organizations)

- c. 2 Code of Federal Regulations (CFR) Part 200, Subpart E (Sections 200.400 et seq.)

Federal Acquisition Regulations (applicable to commercial organizations)

- d. 48 CFR, Ch.1, Subchapter E, Part 31, Subpart 31.2: Contracts with Commercial Organizations (supplemented by 48 CFR, Ch. 9, Subchapter E, Part 931, Subpart 931.2 for Department of Energy grants)

Nondiscrimination

- e. 2 California Code of Regulations, Section 11099 et seq.: Contractor Nondiscrimination and Compliance

General Laws

- f. Any federal, state, or local laws or regulations applicable to the project that are not expressly listed in this Agreement

3. *Funding Limitations*

Any federal, State, and local laws and regulations applicable to your project not expressly listed in this Agreement are incorporated herein as part of this Agreement.

4. *Due Diligence*

The Recipient is required to take timely actions which, taken collectively, move this project to completion. The Energy Commission Agreement Manager (CAM) will periodically evaluate the Schedule of Products and Due Dates for completion of the Statement of Work tasks. If the CAM determines (1) the Recipient is not being diligent in completing the tasks in the Statement of Work or (2) the time remaining in this Agreement is insufficient to complete all project work tasks by the approved Agreement end term date, the CAM may recommend that this Agreement be terminated, and the Agreement may, without prejudice to any of the Energy Commission's remedies, be terminated.

5. *Products*

Products are defined as any tangible item specified in the Statement of Work. Unless otherwise directed, draft copies of all products identified in the Work Statement shall be submitted to the CAM for review and comment. The Recipient will submit an original and two copies of the final version of all products to the CAM.

6. *Reports*

- a. Progress Reports

The Recipient shall submit progress reports to the CAM as indicated in the Special Conditions or Work Statement. At a minimum, each progress report shall include the following:

Work Statement: This section should include a brief restatement of the approved tasks in the Work Statement and a report on the status of each, including a discussion of any products due and whether or not the project is progressing according to schedule. This section also should include a discussion of any problems encountered, proposed changes to the tasks in the Work Statement, and anticipated accomplishments in the upcoming quarter.

Financial Status: This section should include a narrative report comparing costs incurred to date with the approved Budget. The report should state whether or not the project is progressing within the approved Budget and discuss any proposed changes.

Additional Information: Additional information may be required in the progress reports as specified in the Work Statement or Special Conditions.

b. Final Reports

A draft final report shall be submitted to the CAM no later than 60 days prior to the end of the Agreement term. At a minimum, the report shall include:

- Table of Contents.
- Abstract.
- A brief summary of the objectives of the project and how these objectives were accomplished.
- Any findings, conclusions, or recommendations for follow-up or ongoing activities that might result from the successful completion of the project.
- A statement of future intent of the grant Recipient to maintain or further develop the project.
- A consolidated list of subcontractors funded in whole or in part by the grant Recipient. Include the name, address, concise statement of work done, period, and value of each.
- Additional information as specified in this Agreement or as directed by the CAM.

The CAM will review the draft report. The Recipient will incorporate applicable comments and submit the final report (the original and two copies) to the CAM.

The Recipient may only submit a request for the final payment (including any retention) after the final report is completed, submitted to the CAM, and Alternative and Renewable Fuel and Vehicle Technology Program management has verified satisfactory completion of work.

c. Rights in Reports

The Energy Commission reserves the right to use and reproduce all reports and data produced and delivered pursuant to this Agreement, and reserves the right to authorize others to use or reproduce such materials. Each report becomes the property of the Energy Commission.

d. **Failure to Comply with Reporting Requirements**

Failure to submit a product required in the Scope of Work may be considered material noncompliance with the Agreement terms. Without prejudice to any other remedies, noncompliance may result in actions such as the withholding of future payments or awards, or the suspension or termination of the Agreement.

7. Publications - Legal Statement on Reports and Products

The Recipient is encouraged to publish or otherwise make publicly available the results of the work conducted under the award.

No product or report produced as a result of work funded by this program shall be represented to be endorsed by the Energy Commission, and all such products or reports shall include the following statement:

LEGAL NOTICE

This document was prepared as a result of work sponsored by the California Energy Commission. It does not necessarily represent the views of the Energy Commission, its employees, or the State of California. The Energy Commission, the State of California, its employees, contractors, and subcontractors make no warranty, express or implied, and assume no legal liability for the information in this document; nor does any party represent that the use of this information will not infringe upon privately owned rights.

8. Changes to the Agreement

a. **Procedure for Requesting Changes**

The Recipient must submit a written request to the CAM for any change to the Agreement. The request must include:

- A brief summary of the proposed change;
- A brief summary of the reason(s) for the change;
- Justification for the change; and
- The revised section(s) of the Agreement, with changes made in underline/ strikethrough format.

b. Approval of Changes

No amendment or variation of this Agreement shall be valid unless made in writing and signed by both of the parties except for the Commission's unilateral termination rights in Section 13 of these terms. No oral understanding or agreement is binding on any of the parties. Changes to the Agreement must be approved at a Commission business meeting or by the Executive Director (or his/her designee).

The CAM or Commission Agreement Officer will provide the Recipient with guidance regarding the level of Commission approval required for a proposed change.

c. Personnel or Subcontractor Changes

All changes below require advance written approval by the CAM, in addition to the appropriate level of Commission approval as described in subsection (b).

1) Replacement of Key Personnel, Subcontractors, and Vendors

The CAM must provide advance written approval of the replacement of personnel, subcontractors, and vendors who are identified in the Agreement and are critical to the outcome of the project, such as the Project Manager.

2) Assignment of New Personnel to an Existing Job Classification

If the Recipient or a subcontractor seeks to assign new personnel to a job classification identified in Exhibit B, the Recipient or subcontractor must submit the individual's resume and proposed job classification and rate to the CAM for approval. The proposed rate may not exceed the maximum rate identified for the job classification. Neither the Recipient nor any subcontractor may use the job classifications or rates of their subcontractors for personnel.

If the individual performs any work prior to the effective date of the amendment documenting the change, the Recipient will bear the expense of the work.

3) Promotion of Existing Personnel (Applies to Recipients and major subcontractors)

Promotion of existing Recipient and major subcontractor personnel to rates higher than those listed for their current classification in Exhibit B will not be approved. If the actual rates (e.g., direct labor rates, fringe benefit rates, and indirect rates) exceed the approved rates in the Budget, the difference may be charged to the agreement as a match share expenditure.

4) Addition of job classifications and changes in hours.

5) Increased direct operating expenses and rates that exceed the expenses and rates identified in Exhibit B.

9. Contracting and Procurement Procedures

This section provides general requirements for an agreement between the Recipient and a third party ("subcontractor").

All subcontracts must be submitted to the CAM for review prior to execution. For subcontracts that are listed as "to be determined" in the Budget, the Recipient must submit a revised Budget to the CAM, identifying the subcontractor and specific items of cost expected to be incurred by that subcontractor. In addition, Recipient must have a fully executed subcontract before the subcontractor can incur any costs for which the Recipient will seek reimbursement.

The Recipient is required, where feasible, to employ contracting and procurement practices that promote open competition for all goods and services needed to complete this project. Recipient shall obtain price quotes from an adequate number of sources for all subcontracts.

The Energy Commission will defer to the Recipient's own regulations and procedures as long as they reflect applicable state and local laws and regulations and are not in conflict with the minimum standards specified in this Agreement.

Upon request, the Recipient must submit to the CAM a copy of all solicitations for services or products required to carry out the terms of this Agreement and copies of the proposals or bids received.

The Recipient is responsible for handling all contractual and administrative issues arising out of or related to any subcontracts it enters into under this Agreement.

All subcontracts must incorporate all of the following:

- A clear and accurate description of the material, products, or services to be procured as well as a detailed budget and timeline.
- Provisions that allow for administrative, contractual, or legal remedies in instances where subcontractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.
- Provisions for termination by the Recipient, including termination procedures and the basis for settlement.
- Language conforming to the "Nondiscrimination" provision in this Agreement.
- The Standard of Performance provisions specified in this Agreement.
- Retention of Records provisions specified in this Agreement.
- Audits provisions specified in this Agreement.
- Language conforming to the "Indemnification" provision in this Agreement.
- Public Work -- Payment of Prevailing Wages Generally Required by Law provisions in this Agreement

Recipients who are subcontracting with University of California (UC) may use the terms and conditions negotiated by the Energy Commission with UC for their subcontracts. Recipients who are subcontracting with the Department of Energy (DOE) national laboratories may use the terms and conditions negotiated with DOE.

Without limiting any of the Commission's other remedies, failure to comply with the above requirements may result in the termination of this Agreement.

10. *Bonding and Insurance*

The Recipient will follow its own bonding and insurance requirements relating to bid guarantees, performance bonds, and payment bonds without regard to the dollar value of the subcontract(s) as long as they reflect applicable state and local laws and regulations.

11. *Permits and Clearances*

The Recipient is responsible for ensuring all necessary permits and environmental documents are prepared and clearances are obtained from the appropriate agencies.

12. *Equipment*

Equipment is defined as having a useful life of at least one year, having an acquisition unit cost of at least \$5,000, and purchased with Energy Commission funds. Equipment means any products, objects, machinery, apparatus, implements or tools purchased, used or constructed within the Project, including those products, objects, machinery, apparatus, implements or tools from which over thirty percent (30%) of the equipment is composed of materials purchased for the Project. For purposes of determining depreciated value of equipment used in the Agreement, the Project shall terminate at the end of the normal useful life of the equipment purchased, funded and/or developed with Energy Commission funds. The Energy Commission may determine the normal useful life of such equipment.

Title to equipment acquired by the Recipient with grant funds shall vest in the Recipient. The Recipient shall use the equipment in the project or program for which it was acquired as long as needed, whether or not the project or program continues to be supported by grant funds, and the Recipient shall not encumber the property without CAM approval. When no longer needed for the original project or program, the Recipient shall contact the CAM for disposition instructions.

13. *Termination*

This project may be terminated for any reason set forth below.

a. **With Cause**

The Energy Commission may, for cause, terminate this Agreement upon giving five (5) calendar days advance written notice to the Recipient. In this event, the Recipient will use all reasonable efforts to mitigate its expenses and obligations.

The term "for cause" includes but is not limited to the following:

- Partial or complete loss of match funds;
- Reorganization to a business entity unsatisfactory to the Energy Commission;
- Retention or hiring of subcontractors, or replacement or addition of personnel, that fail to perform to the standards and requirements of this Agreement;
- The Recipient's inability to pay its debts as they become due and/or the Recipient's default of an obligation that impacts its ability to perform under this Agreement; or
- Significant change in state or Energy Commission policy such that the work or product being funded would not be supported by the Commission.

b. **Without Cause**

The Energy Commission may terminate this Agreement without cause upon giving thirty (30) days advance written notice to the Recipient. In this event, the Recipient will use all reasonable efforts to mitigate its expenses and obligations.

14. Stop Work

Energy Commission staff may, at any time, by written notice to Recipient, require Recipient to stop all or any part of the work tasks in this Agreement. Stop work orders may be issued for reasons such as a project exceeding budget, standard of performance, out of scope work, delay in Project schedule, misrepresentations and the like.

- a. **Compliance.** Upon receipt of such stop work order, Recipient shall immediately take all necessary steps to comply therewith and to stop the incurrence of costs allocable to the Energy Commission.
- b. **Canceling a Stop Work Order.** Recipient shall resume the work only upon receipt of written instructions from Energy Commission staff.

15. Travel and Per Diem

- a. The Recipient shall be reimbursed for travel and per diem expenses using the same rates provided to non-represented State employees. The Recipient must pay for travel in excess of these rates. The Recipient may obtain current rates from the Energy Commission's Web Site at: http://www.energy.ca.gov/contracts/TRAVEL_PER_DIEM.PDF.
- b. For purposes of payment, Recipient's headquarters shall be considered the location of the Recipient's office where the employees' assigned responsibilities for this award are permanently assigned.
- c. Travel identified in the Budget section of this Agreement is approved and does not require further authorization.

- d. Travel that is not included in the Budget section of this Agreement shall require written authorization from the CAM and Commission Agreement Officer prior to travel departure. The Energy Commission will reimburse travel expenses from the Recipient's office location.
- e. The Recipient must retain documentation of travel expenses in its financial records. The documentation must be listed by trip and include dates and times of departure and return, departure and destination cities. Travel receipts, including for travel meals and incidentals, shall be submitted with payment requests requesting reimbursement from the Energy Commission.

16. Standard of Performance

Recipient, its subcontractors and their employees, in the performance of Recipient's work under this Agreement shall be responsible for exercising the degree of skill and care required by customarily accepted good professional practices and procedures used in the Recipient's field.

Any costs for failure to meet the foregoing standard or to correct otherwise defective work that requires re-performance of the work, as directed by CAM, shall be borne in total by Recipient and not the Energy Commission. The failure of a project to achieve the performance goals and objectives stated in the Work Statement is not a basis for requesting re-performance unless the work conducted by Recipient and/or its subcontractors is deemed by the Energy Commission to have failed the foregoing standard of performance.

In the event Recipient/subcontractor fails to perform in accordance with the above standard:

- Recipient/subcontractor will re-perform, at its own expense, any task which was not performed to the reasonable satisfaction of the CAM. Any work re-performed pursuant to this paragraph shall be completed within the time limitations originally set forth for the specific task involved. Recipient/subcontractor shall work any overtime required to meet the deadline for the task at no additional cost to the Energy Commission;
- The Energy Commission shall provide a new schedule for the re-performance of any task pursuant to this paragraph in the event that re-performance of a task within the original time limitations is not feasible; and
- The Energy Commission shall have the option to direct Recipient/subcontractor not to re-perform any task which was not performed to the reasonable satisfaction of the CAM pursuant to application of (1) and (2) above. In the event the Energy Commission directs Recipient/subcontractor not to re-perform a task, the Energy Commission and Recipient shall negotiate a reasonable settlement for satisfactory work performed. No previous payment shall be considered a waiver of the Energy Commission's right to reimbursement.

Nothing contained in this section is intended to limit any of the rights or remedies which the Energy Commission may have under law.

17. Payment of Funds

The Energy Commission agrees to reimburse the Recipient for actual allowable expenditures incurred in accordance with the Budget. The rates in the Budget are rate caps, or the maximum amount allowed to be billed.

The Recipient can only bill for actual expenses incurred at the Recipient's actual rates not to exceed the rates specified in the Budget (e.g., direct labor rates, fringe benefit rates, and indirect rates). For example, if the Budget includes an employee's hourly rate of \$50/hour but the employee is only paid \$40/hour, the Recipient can only bill for \$40/hour. Under the same example, if the employee earned \$70/hour but the Budget only lists \$50/hour, the Recipient can only bill for \$50. Another example is if the maximum fringe benefit rate listed in the Budget is 20% but the Recipient's actual fringe benefit rate is only 15%, the Recipient can only bill at 15%. If the actual rates (e.g., direct labor rates, fringe benefit rates, and indirect rates) exceed the approved rates in the Budget, the difference may be charged to the agreement as a match share expenditure.

a. Payment Requests

The Recipient may request payment from the Energy Commission at any time during the term of this Agreement. The final payment request must be received by the Energy Commission along with the draft Final Report 60 days prior to the end of the Agreement term.

Payments will generally be made on a reimbursement basis for Recipient expenditures, i.e., after the Recipient has incurred the cost for a service, product, supplies, or other approved budget item. No reimbursement for food or beverages shall be made other than allowable per diem charges.

Funds in this Agreement have a limited period in which they must be expended. All Recipient expenditures must occur within the approved term of this Agreement.

b. Documentation

All payment requests must be submitted using a completed Payment Request form. This form must be accompanied by an itemized list of all charges and copies of all receipts or invoices necessary to document these charges for both Energy Commission and match share, including backup documentation for actual expenditures, such as time cards, vendor invoices, and proof of payment. Any payment request that is submitted without the itemization will not be authorized. If the itemization or documentation is incomplete, inadequate, or inaccurate, the CAM will inform the Recipient via a Dispute Notification Form (Std. 209) and hold the invoice until all required information is received or corrected. Any penalties imposed on the Recipient by a subcontractor because of delays in payment will be paid by the Recipient.

Any documentation in foreign currency must be converted to dollars, and the conversion rate must be included in your itemization.

c. Certification

The following certification shall be included on each Payment Request form and signed by the Recipient's authorized officer:

I certify that this invoice is correct and proper for payment, and reimbursement for these costs has not and will not be received from any other sources, including but not limited to a government entity contract, subcontract or other procurement method.

Additional certification required related to the payment of prevailing wages. Refer to section 26 of these terms and conditions for more information.

d. Government Entity

Government Entity is defined as a governmental agency from California or any state or a state college or state university from California or any state; a local government entity or agency, including those created as a Joint Powers Authority; an auxiliary organization of the California State University or a California community college; the Federal Government; a foundation organized to support the Board of Governors of the California Community Colleges or an auxiliary organization of the Student Aid Commission established under Education Code 69522.

e. Release of Funds

The CAM will not process any payment request during the Agreement term until the following conditions have been met:

- All required reports have been submitted and are satisfactory to the CAM.
- All applicable special conditions have been met.
- All appropriate permits or permit waivers from governmental agencies have been issued to the Recipient and copies have been received by the CAM.
- All products due have been submitted and are satisfactory to the CAM.
- Other prepayment conditions as may be required by the CAM have been met. Such conditions will be specified in writing ahead of time, if possible.

- f. Fringe Benefits, Indirect Overhead, and General and Administrative (G&A), Indirect cost rates must be developed in accordance with generally accepted accounting principles. If the Recipient has an approved fringe benefits or indirect cost rate (indirect overhead or G&A) from their cognizant Federal Agency, the Recipient may bill at the federal rate up to the Budget rate caps if the following conditions are met:
- The Recipient may bill at the federal provisional rate but must adjust annually to reflect their actual final rates for the year in accordance with the Labor, Fringe, and Indirect Invoicing Instructions which can be accessed in this agreement.
 - The cost pools used to develop the federal rates must be allocable to the Energy Commission Agreement, and the rates must be representative of the portion of costs benefiting the Energy Commission Agreement. For example, if the federal rate is for manufacturing overhead at the Recipient's manufacturing facility and the Energy Commission Agreement is for research and development at their research facility, the federal indirect overhead rate would not be applicable to the Energy Commission Agreement.
 - The federal rate must be adjusted to exclude any costs that are specifically prohibited in the Energy Commission Agreement.
 - The Recipient may only bill up to the Agreement Budget rate caps unless and until an amendment to the Agreement Budget is approved.
- g. Retention
- It is the Energy Commission's policy to retain 10 percent of any payment request or 10 percent of the total Energy Commission award at the end of the project. After the project is complete the Recipient must submit a completed payment request form requesting release of the retention. The CAM will review the project file and, when satisfied that the terms of the funding Agreement have been fulfilled, will authorize release of the retention.
- h. State Controller's Office
- Payments are made by the State Controller's Office.

18. Fiscal Accounting Requirements

- a. Accounting and Financial Methods
- The Recipient shall establish a separate ledger account or fund for receipt and disbursement of Energy Commission funds for each project funded by the Energy Commission. Expenditure details must be maintained in accordance with the approved budget details using appropriate accounting practices.

b. Retention of Records

The Recipient shall retain all project records (including financial records, progress reports, and payment requests) for a minimum of three (3) years after the final payment has been received or three years after the federal grant term, whichever is later, unless otherwise specified in the funding Agreement.

Records for nonexpendable personal property acquired with grant funds shall be retained for three years after its final disposition or three years after the federal grant term, whichever is later.

c. Audits

Upon written request from the Energy Commission, the Recipient shall provide detailed documentation of all expenses at any time throughout the project. In addition, the Recipient agrees to allow the Energy Commission or any other agency of the State, or their designated representative, upon written request, to have reasonable access to and the right of inspection of all records that pertain to the project during the term of this Agreement and for a period of three (3) years thereafter or three years after the federal grant term, whichever is later, unless the Energy Commission notifies the Recipient, prior to the expiration of such three-year period, that a longer period of record retention is necessary. Further, the Recipient agrees to incorporate an audit of this project within any scheduled audits, when specifically requested by the State. Recipient agrees to include a similar right to audit in any subcontract.

Recipients are strongly encouraged to conduct annual audits in accordance with the single audit concept. The Recipient should provide two copies of the independent audit report and any resulting comments and correspondence to the CAM within 30 days of the completion of such audits.

d. Cost or Match Share

Cost or Match Share means cash or in-kind (non-cash) contributions provided by Recipient, subcontractors or other parties that will be used in performance of this Agreement.

If the grant Budget includes cost or match share under this Agreement, the Recipient agrees to be liable for the percentage of cost or match share identified in this Agreement of the total allowable project costs incurred even if the project is terminated early or is not funded to its completion.

Total allowable project cost is the sum of the Agreement share and Recipient share of the project costs. *Cost share* percentage is calculated by dividing Recipient cost share amount by the total allowable project cost. *Match share* percentage is calculated by dividing Recipient match share by the Agreement share of the project costs.

Failure to provide the minimum required cost or match share may result in the subsequent recovery of some or all of the funds provided under this Agreement.

The Recipient must maintain accounting records detailing the expenditure of the match (actual cash and in-kind services) and provide complete documentation of expenditures as described under "Payment of Funds."

19. Indemnification

The Recipient agrees to indemnify, defend, and save harmless the State, its officers, agents, and employees from any and all claims and losses accruing or resulting to Recipient and to any and all contractors, subcontractors, materialmen, laborers, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Recipient in the performance of this Agreement.

20. Workers' Compensation Insurance

- a. Recipient hereby warrants that it carries Worker's Compensation Insurance for all of its employees who will be engaged in the performance of this Agreement, and agrees to furnish to the CAM satisfactory evidence of this insurance at any time the CAM may request.
- b. If Recipient is self-insured for worker's compensation, it hereby warrants such self-insurance is permissible under the laws of the State of California and agrees to furnish to the CAM satisfactory evidence of this insurance at any time the CAM may request.

21. General Provisions

- a. **Governing Law**
It is hereby understood and agreed that this Agreement shall be governed by the laws of the State of California as to interpretation and performance.
- b. **Independent Capacity**
The Recipient, and the agents and employees of the Recipient, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the Energy Commission.
- c. **Assignment**
Without the written consent of the Energy Commission in the form of a formal written amendment, this Agreement is not assignable or transferable by Recipient either in whole or in part.
- d. **Timeliness**
Time is of the essence in this Agreement.

e. Unenforceable Provision

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

f. Waiver

No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement shall be taken and construed as cumulative, that is, in addition to every other remedy provided therein or by law.

g. Assurances

The Energy Commission reserves the right to seek further written assurances from the Recipient and its team that the work of the project under this Agreement will be performed consistent with the terms of the Agreement.

h. Change in Business

(1) Recipient shall promptly notify the Energy Commission of the occurrence of each of the following:

- (a) A change of address.
- (b) A change in the business name or ownership.
- (c) The existence of any litigation or other legal proceeding affecting the project.
- (d) The occurrence of any casualty or other loss to project personnel, equipment or third parties of a type commonly covered by insurance.
- (e) Receipt of notice of any claim or potential claim against Recipient for patent, copyright, trademark, service mark and/or trade secret infringement that could affect the Energy Commission's rights.

(2) Recipient shall not change or reorganize the type of business entity under which it does business except upon prior written notification to the Energy Commission. A change of business entity or name change requires an amendment assigning or novating the Agreement to the changed entity. In the event the Energy Commission is not satisfied that the new entity can perform as the original Recipient, the Energy Commission may terminate this Agreement as provided in the termination paragraph.

i. Survival of Terms

It is understood and agreed that certain provisions shall survive the completion or termination date of this Agreement for any reason. The provisions include, but are not limited to:

- “Payments of Funds”
- “Equipment”
- “Change in Business”
- “Termination”
- “Audit”
- “Indemnification”
- “Fiscal Accounting Requirements”

22. *Certifications and Compliance*

a. Federal, State and Municipal Requirements

Recipient must obtain any required permits and shall comply with all applicable federal, State, and municipal laws, rules, codes, and regulations for work performed under this Agreement.

b. Nondiscrimination Statement of Compliance

During the performance of this Agreement, Recipient and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, and denial of family care leave. Recipient and its subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. Recipient and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Sections 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part of it as if set forth in full. Recipient and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

The Recipient shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

c. Drug-Free Workplace Certification

By signing this Agreement, the Recipient hereby certifies under penalty of perjury under the laws of the State of California that the Recipient will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- (1) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations as required by Government Code Section 8355(a)(1).
- (2) Establish a Drug-Free Awareness Program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
 - The dangers of drug abuse in the workplace;
 - The person's or organization's policy of maintaining a drug-free workplace;
 - Any available counseling, rehabilitation, and employee assistance programs; and
 - Penalties that may be imposed upon employees for drug abuse violations.
- (3) Provide, as required by Government Code Section 8355(a)(3), that every employee who works on the proposed project:
 - Will receive a copy of the company's drug-free policy statement;
 - Will agree to abide by the terms of the company's statement as a condition of employment on the project.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both, and the Recipient may be ineligible for any future State awards if the Energy Commission determines that any of the following has occurred: (1) the Recipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

d. Child Support Compliance Act (Applicable to California Employers)

For any Agreement in excess of \$100,000, the Recipient acknowledges that:

- It recognizes the importance of child and family support obligations and shall fully comply with all applicable State and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
 - To the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- e. **Americans with Disabilities Act**
- By signing this Agreement, Recipient assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101, et seq.), which prohibits discrimination on the basis of disability, as well as applicable regulations and guidelines issued pursuant to the ADA.

23. Site Visits

The Energy Commission and/or its designees have the right to make site visits at reasonable times to review project accomplishments and management control systems and to provide technical assistance, if required. Recipient must provide and must require subawardees to provide reasonable facilities and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

24. Confidentiality

- a. **Information Considered Confidential**
- Confidential information is information designated confidential pursuant to the procedures specified in 20 CCR 2505. If applicable, all Recipient information considered confidential at the commencement of this Agreement is designated in the Attachment to this Exhibit.
- b. **Confidential Deliverables: Labeling and Submitting Confidential Information**
- Prior to the commencement of this Agreement, if applicable, the parties have identified in the Attachment to this Exhibit, specific Confidential Information to be provided as a deliverable. All such confidential deliverables shall be marked, by the Recipient, as "Confidential" on each page of the document containing the Confidential Information and presented in a sealed package to the Commission Agreement Officer. (Non-confidential deliverables are submitted to the Accounting Office.) All Confidential Information will be contained in the "confidential" volume: no Confidential Information will be in the "public" volume.

c. Submittal of Unanticipated Confidential Information as a Deliverable

The Recipient and the Energy Commission agree that during this Agreement, it is possible that the Recipient may develop additional data or information not originally anticipated as a confidential deliverable. In this case, Recipient shall follow the procedures for a request for designation of Confidential Information specified in 20 CCR 2505. The Energy Commission's Executive Director makes the determination of confidentiality. Such subsequent determinations may be added to the list of confidential deliverables in the Attachment to this Exhibit.

d. Disclosure of Confidential Information

Disclosure of Confidential Information by the Energy Commission may only be made pursuant to 20 CCR 2506 and 2507. All confidential data, records or deliverables that are legally disclosed by the Recipient or any other entity become public records and are no longer subject to the above confidentiality designation.

25. Budget Contingency Clause

It is mutually agreed that this Agreement shall be of no further force and effect if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the work identified in the Scope of Work. In this event, the Energy Commission shall have no liability to pay any funds whatsoever to the Recipient or to furnish any other consideration under this Agreement, and the Recipient shall not be obligated to perform any provisions of this Agreement.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the Energy Commission shall have the option to either: 1) cancel this Agreement with no liability occurring to the Energy Commission; or 2) offer an Agreement Amendment to the Recipient to reflect the reduced amount.

26. Public Works -- Payment of Prevailing Wages

Generally Required by Law

Projects that receive an award of public funds from the Energy Commission often involve construction, alteration, demolition, installation, repair or maintenance work over \$1,000.

NOTE: Projects that receive an award of public funds from the Energy Commission are likely to be considered public works under the California Labor Code. See Chapter 1 of Part 7 of Division 2 of the California Labor Code, commencing with Section 1720 and Title 8, California Code of Regulations, Chapter 8, Subchapter 3, commencing with Section 16000.

Accordingly, the Energy Commission assumes that all projects it funds are public works. Projects deemed to be public works require among other things the payment of prevailing wages.

NOTE: Prevailing wage rates can be significantly higher than non-prevailing wage rates.

By accepting this Agreement, Recipient as a material term of this Agreement shall be fully responsible for complying with all California public works requirements including but not limited to payment of prevailing wage. Therefore, as a material term of this Agreement, Recipient must either:

(a) Proceed on the assumption that the project is a public work and ensure that:

- (i) prevailing wages are paid; and
- (ii) the project budget for labor reflects these prevailing wage requirements; and
- (iii) the project complies with all other requirements of prevailing wage law including but not limited to keeping accurate payroll records, and complying with all working hour requirements and apprenticeship obligations;

or,

(b) Timely obtain a legally binding determination from DIR or a court of competent jurisdiction before work begins on the project that the proposed project is not a public work.

NOTE: Only the California Department of Industrial Relations (DIR) and courts of competent jurisdiction have jurisdiction to issue legally binding determinations that a particular project is or is not a public work.

If the Recipient is unsure whether the project receiving this award is a “public work” as defined in the California Labor Code, it may wish to seek a timely determination from the California Department of Industrial Relations (DIR) or an appropriate court.

NOTE: Such processes can be time consuming and therefore it may not be possible to obtain a timely determination before the date for performance of the award commences.

If the Recipient does not timely obtain a binding determination from DIR or a court of competent jurisdiction that the project is not a public work, before this Agreement from the Energy Commission is executed, the Recipient shall assume that the project is a public work and that payment of prevailing wages is required and shall pay prevailing wages unless and until such time as the project is subsequently determined to not be a public work by DIR or a court of competent jurisdiction.

NOTE: California Prevailing Wage law provides for substantial damages and financial penalties for failure to pay prevailing wages when payment of prevailing wages is required.

Subcontractors and Flow-down Requirements. Recipient shall ensure that its subcontractors, if any, also comply with above requirements with respect to public works/prevaling wage. Recipient shall ensure that all agreements with its contractors/subcontractors to perform work related to this Project contain the above terms regarding payment of prevailing wages on public works projects. Recipient shall be responsible for any failure of Recipient's subcontractors to comply with California prevailing wage and public works laws.

Indemnification and Breach. Any failure of Recipient or its subcontractors to comply with the above requirements shall constitute a breach of this Agreement that excuses the Energy Commission's performance of this Agreement at the Energy Commission's option, and shall be at Recipient's sole risk. In such a case, Energy Commission may refuse payment to Recipient of any amount under this Agreement and Energy Commission shall be released, at its option, from any further performance of this award or any portion thereof. By accepting this Agreement, and as a material term of this Agreement, Recipient agrees to indemnify the Energy Commission and hold the Energy Commission harmless for any and all financial consequences arising out of or resulting from the failure of Recipient and/or any of Recipient's subcontractors to pay prevailing wages or to otherwise comply with the requirements of prevailing wage law.

Budget. Recipient's budget on public works projects must indicate which job classifications are subject to prevailing wage. For detailed information about prevailing wage and the process to determine if the proposed project is a public work, Recipient may wish to contact the California Department of Industrial Relations (DIR) or a qualified labor attorney of their choice for guidance.

Covered Trades. For public works projects, Recipient may contact DIR for a list of covered trades and the applicable prevailing wage.

Questions. If Recipient has any questions about this contractual requirement or the wage, record keeping, apprenticeship or other significant requirements of California prevailing wage law, it is recommended that Recipient consult DIR and/or a qualified labor attorney of its choice before accepting this Agreement.

Certification. Recipient shall certify to the Energy Commission on each Payment Request Form, either that (1) prevailing wages were paid to eligible workers who provided labor for work covered by the payment request and that the Recipient and all contractors and subcontractors otherwise complied with all California prevailing wage laws, or (2) that the project is not a public work requiring the payment of prevailing wages. In the latter case, Recipient shall provide competent proof of a DIR or court determination that the project is not a public work requiring the payment of prevailing wages.

Prior to the release of any retained funds under this Agreement, the Recipient shall submit to the Energy Commission the above-described certificate signed by the Recipient and all contractors and subcontractors performing public works activities on the project. Absent such certificate, Recipient shall have no right to any funds under this Agreement, and Energy Commission shall be relieved of any obligation to pay said funds.

27. *Intellectual Property*

The Energy Commission makes no claim to intellectual property developed under this Agreement that is not specified for delivery, except as expressly provided herein.

EXHIBIT D Contact List

California Energy Commission	Recipient
Commission Agreement Manager: Andrew Hom California Energy Commission 1516 Ninth Street, MS-27 Sacramento, CA 95814 Phone: (916) 651-3000 Fax: (916) 654-4676 e-mail: andrew.hom@energy.ca.gov	Project Manager: Tracie Mueller City of Roseville 2005 Hilltop Circle Roseville, CA 95747 Phone: (916) 774 - 5688 Fax: (916) 746 - 1750 e-mail: trmueller@roseville.ca.us
Commission Agreement Office: California Energy Commission 1516 Ninth Street, MS-18 Sacramento, CA 95814 Phone: (916) 654-4381 Fax: (916) 654-4423	Administrator: Todd Jordan City of Roseville 1800 Booth Road Roseville, CA 95747 Phone: (916) 746 - 1829 Fax: (916) 746 - 1932 e-mail: tjordan@roseville.ca.us
Accounting Office: California Energy Commission 1516 Ninth Street, MS-2 Sacramento, CA 95814	Accounting Officer: Janet Vargas City of Roseville 2005 Hilltop Circle Roseville, CA 95747 Phone: (916) 774 - 5557 Fax: (916) 746 - 1750 e-mail: jvargas@roseville.ca.us
Legal Notices: Tatyana Yakshina Grants Manager 1516 Ninth Street, MS-18 Sacramento, CA 95814 Phone: (916) 654-4204 Fax: (916) 654-4423 e-mail: tatyana.yakshina@energy.ca.gov	Recipient Legal Notices: Ken Glotzbach City of Roseville 2005 Hilltop Circle Roseville, CA 95747 Phone: (916) 774 - 5754 Fax: (916) 746 - 1750 e-mail: kglotzbach@roseville.ca.us



COUNCIL COMMUNICATION

CC #: 0191

File #: 0708

Title: Saugstad Park - Light Pole Construction and Lease Agreement Amendment

Contact: Michael Sinor 916-774-5183 msinor@roseville.ca.us

Meeting Date: 7/17/2019

Item #: 7.15.

RECOMMENDATION TO COUNCIL

Recommend City Council adopt a resolution to approve the Second Amendment to Light Pole Construction and Lease Agreement between the City and T-Mobile West Tower LLC and authorize the City Manager to execute it.

BACKGROUND

The City entered into a construction and lease agreement with Cingular Wireless LLC on October 9, 2002 for constructing, maintaining and operating a communications facility at Saugstad Park. The agreement was amended on November 7, 2012, to provide for equipment updates and technical advancements.

The second amendment extends the lease beyond the original term and provides options for the tenant to extend the lease for six additional terms, expiring on November 18, 2052.

FISCAL IMPACT

The City will receive a one-time payment of \$20,000.00 for execution of the second amendment. The monthly rent is currently \$1,916 and will continue to increase 3% per year. There will also be a one-time increase of 15% on November 19, 2022.

ECONOMIC DEVELOPMENT / JOBS CREATED

No jobs will be created by this amendment.

ENVIRONMENTAL REVIEW

The proposed project involves the leasing of an existing facility. This activity is categorically

exempt from CEQA as a Class 1 Exemption (State CEQA Guidelines Section 15301). The Exemption has been prepared and no further CEQA action is required.

Respectfully Submitted,

Michael Sinor, Assistant Information Technology Director

Hong Sae, Chief Information Officer



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 19-336

Agreement

RESOLUTION NO. 19-336

APPROVING A SECOND AMENDMENT TO LIGHT POLE CONSTRUCTION AND LEASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND THE T-MOBILE WEST TOWER LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Second Amendment to Light Pole Construction and Lease Agreement for the construction, maintenance and operation of a communications facility at Saugstad Park, by and between the City of Roseville and the T-Mobile West Tower LLC, has been reviewed by the City Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

**SECOND AMENDMENT TO
LIGHT POLE CONSTRUCTION AND LEASE AGREEMENT**

THIS SECOND AMENDMENT TO LIGHT POLE CONSTRUCTION AND LEASE AGREEMENT ("Second Amendment") is entered into this ____ day of _____, 2019, by and between the CITY OF ROSEVILLE, a municipal corporation, with a mailing address of 311 Vernon St, Roseville, California 95678-2649 ("City") and T-MOBILE WEST TOWER LLC, a Delaware limited liability company, by and through its attorney in fact, CCTMO LLC, a Delaware limited liability company, with a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317 (collectively referred to as "Tenant").

RECITALS

WHEREAS, City and Cingular Wireless LLC, a Delaware limited liability company, on behalf of Pacific Bell Wireless LLC, a Nevada limited liability company dba Cingular Wireless ("Original Tenant") entered into a Light Pole Construction and Lease Agreement dated October 9, 2002 ("Original Lease") whereby Original Tenant leased certain real property, together with access and utility easements, located in Placer County, California from City (the "Property"), all located within certain real property owned by City ("City Property"); and

WHEREAS, the Original Lease was amended by that certain First Amendment to Light Pole Construction and Lease Agreement dated November 7, 2012 ("First Amendment") (hereinafter the Original Lease and all subsequent amendments are collectively referred to as the "Lease"); and

WHEREAS, T-Mobile West Tower LLC is currently the tenant under the Lease as successor in interest to the Original Tenant; and

WHEREAS, the Property may be used for the purpose of constructing, maintaining and operating a communications facility, including tower structures, equipment shelters, cabinets, meter boards, utilities, antennas, equipment, any related improvements and structures and uses incidental thereto; and

WHEREAS, the Original Lease had an initial term that commenced on November 19, 2002, and expired on November 18, 2007. The Original Lease provides for three (3) extensions of five (5) years each, all of which were exercised by Tenant. According to the Lease, the final extension expires on November 18, 2022; and

WHEREAS, City and Tenant desire to amend the Lease on the terms and conditions contained herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, City and Tenant agree as follows:

1. Recitals; Defined Terms. The parties acknowledge the accuracy of the foregoing recitals. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Lease.

2. Term. The first sentence of Section 3 of the Original Lease, and only that sentence, is hereby deleted and the following is inserted in its place:

Tenant shall have the right to extend the term of this Lease on the same terms contained herein for nine (9) additional period(s) of five (5) years each (each such period referred to as an "Extended Term").

City and Tenant hereby acknowledge that Tenant has exercised three (3) Extended Terms, leaving a balance of six (6) Extended Terms, with the final Extended Term expiring on November 18, 2052.

3. Conditional Signing Bonus. Tenant will pay to City a one-time amount of Twenty Thousand and 00/100 Dollars (\$20,000.00) for the full execution of this Second Amendment (the "Conditional Signing Bonus"). Tenant will pay to City the Conditional Signing Bonus within sixty (60) days of the full execution of this Second Amendment. In the event that this Second Amendment (and any applicable memorandum) is not fully executed by both City and Tenant for any reason, Tenant shall have no obligation to pay the Conditional Signing Bonus to City.

4. One-time Rent Increase. Commencing on November 19, 2022, the monthly Rent shall increase by an amount equal to fifteen percent (15%) of the most recent monthly Rent amount ("One-Time Rent Increase"). The One-Time Rent Increase shall be in addition to the annual rent

adjustment set forth in Section 4(b) of the Original Lease. Following such increase, the annual rent shall continue to adjust pursuant to the terms of the Original Lease.

5. Right of First Refusal. If City receives an offer from any person or entity that owns towers or other wireless telecommunications facilities (or is in the business of acquiring City's interest in the Lease) to purchase fee title, an easement, a lease, a license, or any other interest in the Property, or City's interest in the Lease, or an option for any of the foregoing, and City is interested in pursuing said offer, City shall provide written notice to Tenant of said offer, and Tenant shall have a right of first refusal to acquire such interest on the same terms and conditions in the offer, excluding any terms or conditions which are (i) not imposed in good faith or (ii) directly or indirectly designed to defeat or undermine Tenant's possessory or economic interest in the Property. If City's notice covers portions of City's parent parcel beyond the Property, Tenant may elect to acquire an interest in only the Property, and the consideration shall be pro-rated on an acreage basis. City's notice shall include the prospective buyer's name, the purchase price and/or other consideration being offered, the other terms and conditions of the offer, the due diligence period, the proposed closing date and, if a portion of City's parent parcel is to be sold, leased or otherwise conveyed, a description of said portion. If the City's notice shall provide for a due diligence period of less than sixty (60) days, then the due diligence period shall be extended to be sixty (60) days from exercise of the right of first refusal and closing shall occur no earlier than fifteen days thereafter. If Tenant does not exercise its right of first refusal by written notice to City given within thirty (30) days, City may convey the property as described in the City's notice. If Tenant declines to exercise its right of first refusal, then the Lease shall continue in full force and effect and Tenant's right of first refusal shall survive any such conveyance. Tenant shall have the right, at its sole discretion, to assign the right of first refusal to any person or entity, either separate from an assignment of the Lease or as part of an assignment of the Lease. Such assignment may occur either prior to or after Tenant's receipt of City's notice and the assignment shall be effective upon written notice to City.

6. Improvements. A description of the equipment and other necessarily related personal property owned by Tenant within the Property is included as Exhibit "D" to the Original Lease, as amended by Exhibit "A" to the First Amendment. Additional equipment may be installed only upon prior written approval of City, which approval shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Tenant shall have the right, without City's

prior consent, to replace or upgrade its equipment with equipment of substantially similar size, dimension, and functionality, or to conduct emergency maintenance or repairs, consistent with Section 5 of the Original Lease.

7. Assignment and Subleasing. Section 27(d) of the Original Lease is hereby deleted in its entirety and the following is inserted in its place:

Tenant will have the right to sublease or license use of the Property without the consent or approval of City. Tenant shall provide written notice to City within sixty (60) days after such sublease or license is fully executed. Tenant may also, without City's consent, assign this Lease to any parent, subsidiary or affiliate of Tenant, to any party controlling, controlled by or under common control with Tenant, or to any party which acquires substantially all of the assets of Tenant.

8. Revenue Share. In addition to the Rent currently paid by Tenant to City pursuant to the Lease, as further consideration for the right to exclusively use and lease the Premises, if, after full execution of this Second Amendment, Tenant subleases, licenses or grants a similar right of use or occupancy in the Premises to an unaffiliated third party not already a subtenant on the Premises (each a "Future Subtenant"), Tenant will pay to City thirty-five percent (35%) of the rental, license or similar payments actually received by Tenant from such Future Subtenant (excluding any reimbursement of taxes, construction costs, installation costs, revenue share reimbursement or other expenses incurred by Tenant) (the "Additional Rent") within thirty (30) days after receipt of said payments by Tenant. Tenant shall have no obligation for payment to City of such share of rental, license or similar payments if not actually received by Tenant. Non-payment of such rental, license or other similar payment by a Future Subtenant shall not be an event of default under the Lease. Tenant shall have sole discretion as to whether, and on what terms, to sublease, license or otherwise allow occupancy of the Premises and there shall be no express or implied obligation for Tenant to do so. City acknowledges that City shall have no recourse against Tenant as a result of the failure of payment or other obligation by a Future Subtenant. If any Future Subtenant sublease or agreement expires or terminates for any reason, Tenant shall no longer be obligated to pay the Additional Rent for such Future Subtenant. Notwithstanding anything in this paragraph to the contrary, the parties agree and acknowledge that revenue derived from Future Subtenants and any successors and/or assignees of such Future Subtenants who commenced use and/or sublease of the Property prior to execution of this Second

Amendment, including current subtenant (T Mobile), shall be expressly excluded from the Additional Rent and City shall have no right to receive any portion of such revenue.

9. Business Summary Report. Once per calendar year, City may submit a written request to Tenant for a business summary report pertaining to Tenant’s rent obligations for Future Subtenants (as defined herein) for the prior twelve (12) month period, and Tenant shall provide such written report to City within sixty (60) days after Tenant’s receipt of such written request.

10. Insurance. Section 17 of the Original Lease is hereby deleted in its entirety and the following is inserted in its place:

Tenant agrees to maintain in full force and effect the following policies of insurance during the term of this Lease:

<u>COVERAGE</u>	<u>LIMITS OF LIABILITY</u>
Workers Compensation	Statutory
Commercial General Liability	\$1,000,000 each occurrence \$2,000,000 aggregate Personal Injury: \$1,000,000 each occurrence \$2,000,000 aggregate
Automobile Liability	\$1,000,000 combined single limit
Professional Liability (errors and omissions)	\$1,000,000 per claim

A. Tenant shall submit a certificate evidencing such coverage for the period covered by this Lease 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. Tenant 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 Tenant, meeting the indemnification obligation of this Lease. The additional insured coverage under the Tenant’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.

C. Tenant shall provide ten (10) days written notice to City prior to cancellation or modification of any insurance required by this Lease.

D. The limits of insurance required in this Lease 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. 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.

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

G. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Tenant 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 Lease or law.

11. Condemnation. Section 14 of the Original Lease is hereby deleted in its entirety and the following is inserted in its place:

If City receives written or other notice of a proposed taking by eminent domain of any part of the parcel of land upon which the Property is situated, City will notify Tenant of the proposed taking within five (5) days of receiving said notice and Tenant will have the option to: (i) declare the lease null and void and thereafter neither party will have any liability or obligation hereunder; or (ii) remain in possession of that portion of the Property that will not be taken, in which event there shall be an equitable adjustment in Rent on account of the portion of the Property so taken. With either option, Tenant shall have the right to contest the taking and directly pursue an award.

12. IRS Form W-9. City agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Second Amendment and at such other times as may be reasonably requested by Tenant. In the event the Property is transferred, the succeeding lessor shall have a duty at the time of such transfer to provide Tenant with a completed IRS Form W-9, or its equivalent, and other related paper work to effect a transfer in the rent to the new lessor. City's failure to provide the IRS Form W-9 within thirty (30) days after Tenant's request shall be considered a default and Tenant may take any reasonable action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from rent payments.

13. Governmental Approvals. If requested by Tenant, City will execute, at Tenant's sole cost and expense, all documents required by any governmental authority in connection with any development of, or construction on, the Property, including documents necessary to petition the appropriate public bodies for certificates, permits, licenses and other approvals deemed necessary by Tenant in Tenant's absolute discretion to utilize the Property for the purpose of constructing, maintaining and operating communications facilities, including without limitation, tower structures, antenna support structures, cabinets, meter boards, buildings, antennas, cables, equipment and uses incidental thereto. City agrees to be named applicant if requested by Tenant. City shall be entitled to no further consideration with respect to any of the foregoing matters.

14. Ratification.

a) City and Tenant agree that Tenant is the current tenant under the Lease, the Lease is in full force and effect, as amended herein, and the Lease contains the entire agreement between City and Tenant with respect to the Property.

b) City agrees that any and all actions or inactions that have occurred or should have occurred prior to the date of this Second Amendment are approved and ratified and that no breaches or defaults exist as of the date of this Second Amendment.

c) City represents and warrants that City is duly authorized and has the full power, right and authority to enter into this Second Amendment and to perform all of its obligations under the Lease as amended.

15. Notices. Tenant's notice address as stated in Section 21 of the Lease is amended as follows:

TENANT

T-Mobile West Tower LLC
c/o Crown Castle USA Inc.
Attn: Legal Department
2000 Corporate Drive
Canonsburg, PA 15317

16. Remainder of Lease Unaffected. The parties hereto acknowledge that except as expressly modified hereby, the Lease remains unmodified and in full force and effect. In the event of any conflict or inconsistency between the terms of this Second Amendment and the Lease, the terms of this Second Amendment shall control. This Second Amendment may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

[Execution Pages Follow]

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

CITY OF ROSEVILLE, a
municipal corporation

BY: _____
DOMINICK CASEY
City Manager

ATTEST

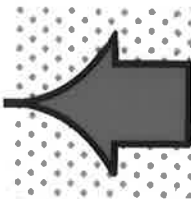
BY: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____
HONG SAE
Chief Information Officer



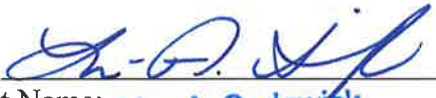
[Tenant Execution Page Follows]

This Second Amendment is executed by Tenant as of the date first written above.

TENANT:

T-MOBILE WEST TOWER LLC,
a Delaware limited liability company

By: CCTMO LLC,
a Delaware limited liability company
Its: Attorney in Fact

By: 
Print Name: Lisa A. Sedgwick
Title: Senior Transaction Manager

WHEN RECORDED RETURN TO:

Prepared by:
Parker Legal Group, PC
600 West Broadway, Suite 700
San Diego, California 92101

Space above this line for Recorder's Use

A.P.N. 014-152-008

**MEMORANDUM OF SECOND AMENDMENT TO
LIGHT POLE CONSTRUCTION AND LEASE AGREEMENT**

This Memorandum of Second Amendment to Light Pole Construction and Lease Agreement is made effective this _____ day of _____, 2019, by and between the CITY OF ROSEVILLE, a municipal corporation, with a mailing address of 311 Vernon St, Roseville, California 95678-2649 ("City") and T-MOBILE WEST TOWER LLC, a Delaware limited liability company, by and through its attorney in fact, CCTMO LLC, a Delaware limited liability company, with a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317 (collectively referred to as "Tenant").

1. City and Cingular Wireless LLC, a Delaware limited liability company, on behalf of Pacific Bell Wireless LLC, a Nevada limited liability company dba Cingular Wireless ("Original Tenant") entered into a Light Pole Construction and Lease Agreement dated October 9, 2002 ("Original Lease") whereby Original Tenant leased certain real property, together with access and utility easements, located in Placer County, California from City (the "Property"), all located within certain real property owned by City ("City Property"). The City Property, of which the Property is a part, is more particularly described on Exhibit A attached hereto.

Site Name: SA987 Douglas & Park
Business Unit #: 827270

Documentary Transfer Tax \$ _____
— Computed full value of property _____
— Computed full value less liens & encumbrances remaining at time of sale _____
— Computed full value of lease surpassing the 35-year term limit _____
— Computed leased area of the property _____
— Exempt-remaining lease term with renewal options is 35 years or less _____
Thrift v. County of Los Angeles (1989) 210 Cal.App.3d 881
Signature of Declarant or agent _____

2. The Original Lease was amended by that certain First Amendment to Light Pole Construction and Lease Agreement dated November 7, 2012 (“First Amendment”) (hereinafter the Original Lease and all subsequent amendments are collectively referred to as the “Lease”).

3. T-Mobile West Tower LLC is currently the tenant under the Lease as successor in interest to the Original Tenant.

4. The Original Lease had an initial term that commenced on November 19, 2002, and expired on November 18, 2007. The Original Lease provides for three (3) extensions of five (5) years each (each an “Extended Term”), all of which were exercised by Tenant. According to the Lease, the final Extended Term expires on November 18, 2022.

5. City and Tenant have entered into a Second Amendment to Light Pole Construction and Lease Agreement (the “Second Amendment”), of which this is a Memorandum, providing for six (6) additional Extended Terms of five (5) years each. Pursuant to the Second Amendment, the final Extended Term expires on November 18, 2052.

6. By the Second Amendment, City granted to Tenant the right of first refusal to purchase all, or a portion, of the Property, the details of which are set forth in the Second Amendment.

7. If requested by Tenant, City will execute, at Tenant’s sole cost and expense, all documents required by any governmental authority in connection with any development of, or construction on, the Property, including documents necessary to petition the appropriate public bodies for certificates, permits, licenses and other approvals deemed necessary by Tenant in Tenant’s absolute discretion to utilize the Property for the purpose of constructing, maintaining and operating communications facilities, including without limitation, tower structures, antenna support structures, cabinets, meter boards, buildings, antennas, cables, equipment and uses incidental thereto. City agrees to be named applicant if requested by Tenant. City shall be entitled to no further consideration with respect to any of the foregoing matters.

8. In the event of any inconsistency between this Memorandum and the Second Amendment, the Second Amendment shall control.

9. The terms, covenants and provisions of the Second Amendment shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of City and Tenant.

10. This Memorandum does not contain the social security number of any person.

11. A copy of the Second Amendment is on file with City and Tenant.

[Execution Pages Follow]

IN WITNESS WHEREOF, hereunto and to duplicates hereof, City and Tenant have caused this Memorandum to be duly executed on the day and year first written above.

CITY:
CITY OF ROSEVILLE,
a municipal corporation

By: _____
Print Name: _____
Title: _____

[Acknowledgment Appears on Following Page]



ACKNOWLEDGMENT

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

State of California

County of _____)

On _____ before me, _____
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

[Tenant Execution Page Follows]



TENANT:

T-MOBILE WEST TOWER LLC,
a Delaware limited liability company

By: CCTMO LLC,
a Delaware limited liability company
Its: Attorney in Fact

By: 
Print Name: Lisa A. Sedgwick
Title: Senior Transaction Manager

[Acknowledgment Appears on Following Page]

State of Texas

County of Harris

Before me, Veronica Nicole Lawrence, a Notary Public, on this day personally appeared Lisa Sedgwick, Senior Transaction Manager of CCTMO LLC, a Delaware limited liability company, as Attorney in Fact for T-MOBILE WEST TOWER LLC, known to me (or proved to me on the oath of _____ or through driver's license, state id card, resident id card, military id card, or passport) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she/he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 5 day of June, 2019.



(Personalized Seal)

Notary Public's Signature

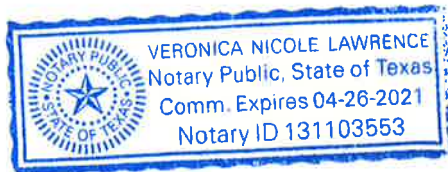


EXHIBIT A

(Legal Description of City's Property)

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF PLACER, CITY OF ORANGE, AND IS DESCRIBED AS FOLLOWS: THAT PORTION OF THE NORTHEAST CHAPTER OF SECTION 11, TOWNSHIPS 10 NORTH, RANGE & EAST, M.D.B. & M., AND THAT PORTION OF LOT 11 OF "ELM COURT SUBDIVISION" AS PER MAP FILED AUGUST 14, 1915, IN BOOK 6 OF MAPS, PAGE 81, PLACER COUNTY RECORDS, DESCRIBED AS FOLLOWS; BEGINNING AT A POINT ON THE SOUTH LINE OF DOUGLES STREET, AS THE SAME IS DESCRIBED IN THE DEED TO THE COUNTY OF PLACER, RECORDED JULY 2, 1917, IN BOOK 152 OF DEED 46, PAGE 427, PLACER COUNTY RECORDS, DISTANT THEREIN 160 FEET WEST OF THE WEST LINE OF FRANKLIN STREET AS THE SAME IS DESCRIBED IN DEED TO COUNTY OF PLACER, RECORDED MAY 4, 1927, IN BOOK 241 OF OFFICIAL RECORDS, AT PAGE 497, PLACER COUNTY RECORDS; THENCE SOUTHERLY, PARALLEL WITH SAID WEST LINE OF FRANKLIN STREET, 350 FEET MORE OR LESS, TO THE NORTH 11.00 OF THE LAST CONVEYED TO OSWALD E. BONGSTED AND WIFE, BY DEED RECORDED FEBRUARY 8, 1939, IN BOOK 356 OF OFFICIAL RECORDS, AT PAGE 136, WEST, ALONG SAID NORTH LINE, 20 FEET TO THE NORTHEAST EARNER THEREOF (SAID NORTHEAST EARNER BEING DESCRIBED AS BEARING SOUTH 40°19'33" WEST 512.44 FEET FROM THE AS PER COMMON TO SECTION 1, 2, 11 AND 12, TOWNSHIP 10 NORTH, RANGE 6 WEST, M.D.B. & M., AND FURTHER DESCRIBED AS BEARING SOUTH 59°42'46" WEST 699.83 FEET FROM THE NORTHEAST EARNER OF LAST 15 OF SAID "ELM COURT SUBDIVISION", IN SAID DEED TO OSWALD E. BONGSTED AND WIFE); THENCE SOUTH 0°50' WEST ALONG THE WESTERLY LINE OF THE LAND SO CONVEYED TO SAUGSTED AND THE SOUTHERLY PROLONGATION; THEREOF A DISTANCE OF 848.52 FEET, MORE OR LESS, TO THE NORTHERLY LINE OF THE LAND, CONVEYED TO FRANK RICHARD CILTON AND WIFE BY DEED RECORDED AUGUST 24, 1959 IN BOOK 682 OF OFFICIAL RECORDS, AT PAGE 502; THENCE SOUTH 59°31' WEST 127 FEET; THENCE SOUTHWESTERLY 213 MORE OR LESS, TO THE SOUTHWEST CORNER OF THE LAND SO CONVEYED TO CILTON; THENCE SOUTH 84°31' WEST ALONG THE NORTH LINE OF MILLEREST AVERAGE, AS SHOWN ON SAID MAP OF "ELM COURT SUBDIVISION", 50 FEET MORE OR LOSS, TO THE SOUTHWEST CORNER OF THE LAND CONVEYED TO OSWALD E. BONGSTED BY DEED RECORDED JUNE 14, 1929, IN BOOK 364 OF OFFICIAL RECORDS, AS PAGE 10; THENCE SOUTH 44°14' WEST 53.75 FEET TO THE NORTH LINE OF LOT 9 OF SAID "ELM COURT SUBDIVISION"; THENCE NORTH 89°34'30" WEST 536.14 FEET TO THE SOUTHWEST CORNER OF SAID LAND CONVEYED TO SUGGESTED BY DEED RECORDED IN BOOK 386 OF OFFICIAL RECORDS, AT PAGE 138, THENCE ALONG THE GENERAL WESTERLY LINE OF THE LAND SO CONVEYED TO SAUGSTED, AS FOLLOWS; NORTH 30°58' EAST 875.33 FEET AND NORTH 20°11' EAST 285.4 FEET TO THE SOUTH LINE OF THE LAND CONVEYED TO OSWALD E. BONGSTED AND WIFE, BY DEED

EXHIBIT A

(continued)

RECORDED APRIL 2, 1941, IN BOOK 309 OF OFFICIAL RECORDS, AT PAGE 185; THENCE SOUTH 89°59' WEST ALONG SAID SOUTH LINE 35 FEET MORE OR LOSS, TO THE EAST LINE OF A LAND CONVEYED TO GUY A. BOOM, BY DEED RECORDED SEPTEMBER 29, 1924 IN BOOK 215 OF DEEDS, AT PAGE 239; THENCE NORTH, ALONG SAID EAST LINE, 352.7 FEET TO THE SOUTH LINE OF DOUGLAS STREET, AS DESCRIBED IN SAID DEED TO COUNTY OF PLACER, RECORDED IN BOOK 152 OF DEEDS, AT PAGE 427; THENCE EAST ALONG SAID SOUTH LINE, 440 FEET MORE OR LESS, TO THE POINT OF BEGINNING. EXCEPTING THEREFROM THAT PORTION THEREOF CONVEYED TO THE CITY OF ROSEVILLE, BY DEED RECORDED NOVEMBER 2, 1955, IN BOOK 688 OF OFFICIAL RECORDS, AT PAGE 259. TAX ID NO: 014-152-008 ADDRESS: 100 BULJAN DR., Roseville, CA 95678



COUNCIL COMMUNICATION

CC #: 0194

File #: 0201-01 & 0600

Title: Workers' Compensation Fund Plan Assessment - Budget Adjustment

Contact: David Rawe 916-774-5207 drawe@roseville.ca.us

Meeting Date: 7/17/2019

Item #: 7.16.

RECOMMENDATION TO COUNCIL

Recommend City Council adopt an ordinance to authorize a budget adjustment to appropriate \$381,620.00 from fund balance in the Workers' Compensation Fund to allow for payment of a plan assessment for the City's excess workers' compensation coverage through the Local Agency Workers' Compensation Excess Joint Powers Authority (LAWCX).

BACKGROUND

LAWCX is an excess workers' compensation pool established in 1993 to cover claims between members and the pool's self-insured retentions. LAWCX program years 1994/95, 1995/96, 1996/97, 1997/98, 1998/99, 1999/00, 2000/01, 2001/02, 2002/03, and 2003/04 are in a deficit position meaning the original contributions in those years were not sufficient to cover the claims and expenses attributable to those years. Additional funding is required in order to bring the assets in these program years to a level sufficient to cover the unpaid liabilities and a reasonable risk margin.

The remaining deficits of \$9.5 million will be funded through a ten year assessment of current and former participants of the deficit program years. The City's responsibility is \$420,422.00 if paid over ten years. However, the City will be given a 10% discount if the total allocated assessment is paid in full by August 15, 2019.

The Finance Department reviewed the full plan document, compared the two payment options and concluded that the two payment options are economically similar assuming a 2% investment return on the City's cash and investment pool. The City has sufficient available fund balance in the Workers' Compensation Fund to pay the entire balance due.

FISCAL IMPACT

The recommended budget adjustment appropriates \$381,620.00 from fund balance in the Workers' Compensation Fund to pay the plan assessment. There are sufficient resources in the

Workers' Compensation Fund to cover the assessment.

ECONOMIC DEVELOPMENT / JOBS CREATED

No new jobs will be created by this action.

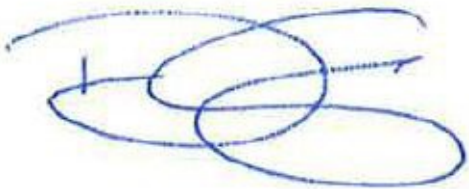
ENVIRONMENTAL REVIEW

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 environment (CEQA Guidelines §15061(B)(3)).

Respectfully Submitted,

David Rawe, Risk Manager

Stacey Peterson, Human Resources Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Ordinance No. 6128

LAWCX Invoice & Assessment Plan

ORDINANCE NO. 6128

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE 2019-20
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 2019-20, is hereby amended by transferring appropriation to and from the activities indicated below:

Appropriate funds for the Workers' Compensation Fund, per the request of the Human Resources Department, as listed on the attached Request for Budget Adjustment in the amount of \$381,620.00.

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 _____, 2019, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



Local Agency Workers' Compensation Excess
Joint Powers Authority
A California Public Agency

1750 Creekside Oaks Drive, Suite 200, Sacramento, CA 95833
800.541.4591 916.244.1199 Fax

INVOICE

Bill To
City of Roseville 311 Vernon Street Roseville, CA 95678

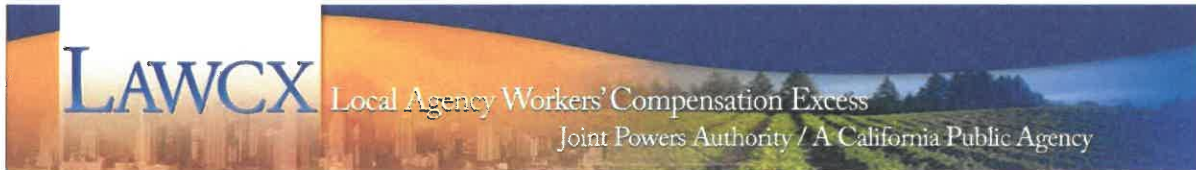
Customer # ROS105	Invoice # LAWCX 2019-0058
Invoice Date 7/1/19	Due Date 8/15/19
Total Due \$424,022.00	Delinquent Date 11/14/19

\$250,000 POOL ASSESSMENT

Description	Amount
Total Assessment for Program Years 1993 through 2008 Please Select a Payment Option Below: Option A: 10% Discount for Full Prepayment by 8/15/19 Amount Due: \$381,619.80 Option B: 10 Annual Installments Amount Due: \$42,402.00 Per Year	424,022.00
TOTAL AMOUNT DUE	\$424,022.00

~ LAWCX ACCEPTS ELECTRONIC PAYMENTS ~

Log on to LAWCX's Website (www.lawcx.org) under the "Members Only" section to obtain the wiring instructions.
Payments not received by the delinquent date will be assessed a late penalty of \$500.



**LOCAL AGENCY WORKERS' COMPENSATION
EXCESS JOINT POWERS AUTHORITY
(LAWCX)**

Deficit Curing and Assessment Plan

Approved June 5, 2018

**LOCAL AGENCY WORKERS' COMPENSATION EXCESS
JOINT POWERS AUTHORITY
(LAWCX)**

DEFICIT CURING AND ASSESSMENT PLAN

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I. Background

LAWCX is an excess workers' compensation pool established in 1993 to cover claims between member's and the pool's self-insured retentions. Member retentions have ranged from \$150,000 to \$1 million, and LAWCX has maintained the retentions shown in Table 1.

Table 1 – Self-Insured Retention History

Program Year	LAWCX Retention
1993-1999	500,000
2000-2001	350,000
2002	500,000
2003	1,000,000
2004-2006	2,000,000
2007 to present	5,000,000

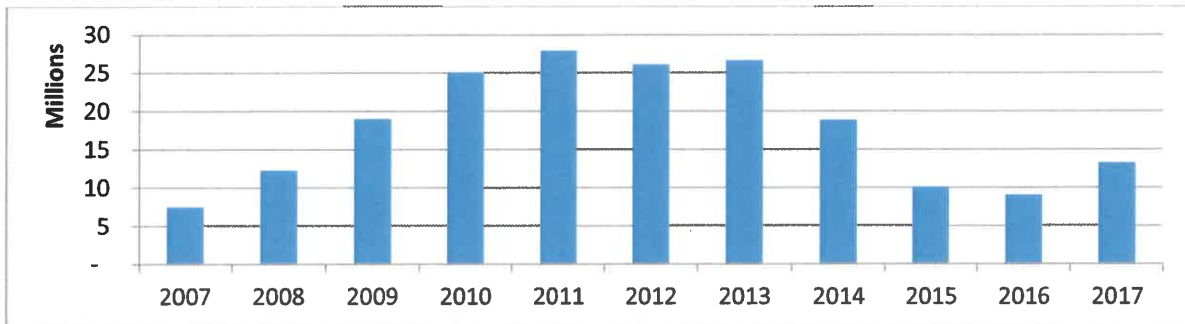
LAWCX maintains three separate pools: the \$150k pool, the \$250k pool (also known as the Primary Pool), and the mid-layer pool. The \$150k pool was available from 1999 through 2015 and all members with a \$150,000 retention participated in this layer. The \$250k pool has existed since LAWCX's inception and all members participate in this layer. The mid-layer pool began in 2006 and all members participate in this layer. The pools have been funded through annual member contributions which included an additional margin to cover the risk of adverse loss development. The mid-layer pool, however, was funded to a pre-determined target of \$5 million from 2006 to 2010, with contributions resuming in 2016.

One important measure of LAWCX's financial health is the amount of net position maintained in total, for each pool, and by program year.

Net Position: Also known as "Surplus" or "Equity" represents the assets that remain after deducting all claim liabilities at the stated confidence level.

As shown in Chart 1, LAWCX maintained approximately \$13.3 million in surplus with liabilities stated at the expected confidence level as of June 30, 2017, a significant reduction from \$27 million in 2013.

Chart 1 – Historical Net Position



The reduction was due predominantly to the emergence of multiple large claims during the period of 2014 through 2016, causing a deficit in the mid-layer pool which covers claims incurred between \$2 million and \$5 million. In response to the mid-layer deficit, the Board resumed annual funding in the mid-layer pool beginning with the 2015/16 program year. This decision has resulted in approximately \$1.5 million in annual funding; however, the action addressed only the funding in the mid-layer pool which is separate and apart from LAWCC's two other pools. These pools have experienced a mixture of surplus and deficit years since inception.

Program Year: The period of time, generally July 1st to the following June 30th designated by the Board of Directors as the coverage period. The contributions, interest income, losses, and expenses attributable each program year are tracked to determine the net position by program year.

Chart 2 and 3 displays the net position by program year for the \$150k and \$250k pools as of June 30, 2017. The program year data represents the surplus or deficit that remains after subtracting the remaining liabilities at the expected confidence level from the available assets attributable to each specific program year.

Chart 2 - \$150k Pool Net Position by Program Year

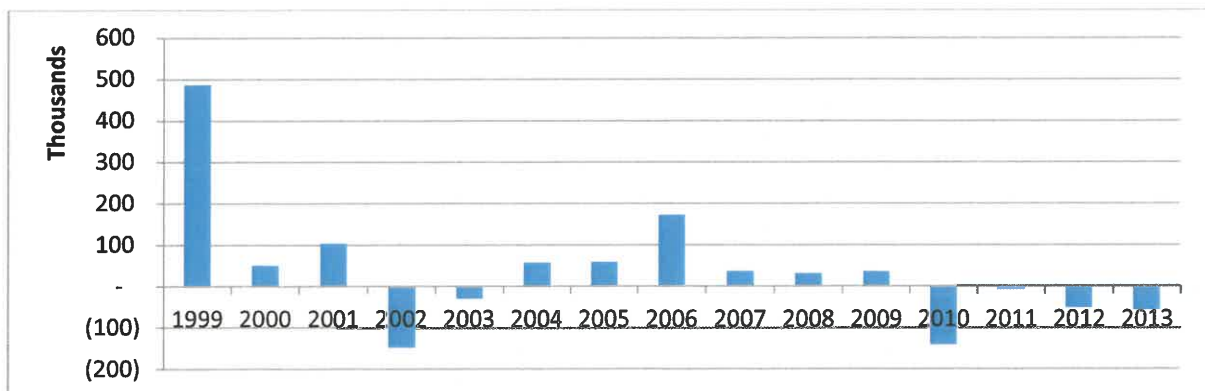
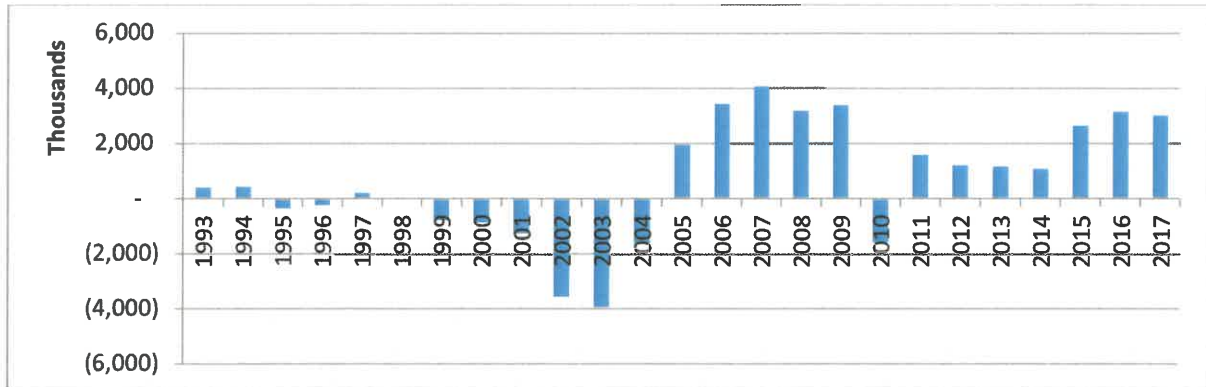


Chart 3 - \$250k Pool Net Position by Program Year



In the \$150k pool, the total net position for all years is \$598,000 and only four years are experiencing deficits totaling \$440,000. The \$250k pool maintains a total net position of \$16.7 million, but has deficits in ten program years totaling \$14.3 million. These deficits have existed for many years and assessments have been levied in attempts to return them to surplus status. Favorable loss development in the \$250k pool will not return these program years to positive surplus positions. Assessments were levied in the \$250k pool for 16 consecutive years in order to fund these deficit years, but ceased in 2016 in order for the Board to re-examine the adequacy of the assessment plan. It was discovered that during the course of the 16 years, the existing assessment plan provided additional funding of \$8.3 million, however, its structure only provided funding to a few of the oldest program year deficits (through 1998/99). Under this model, the assessments would have continued for many years without the certainty of an established end date. In addition, there was an inability to transfer surplus from older program years to cover any portion of the deficit years.

II. Deficit Curing Plan (Plan)

In order to provide a comprehensive solution to provide the funding needed to return the deficit program years in the \$250k pool to a surplus position, and make use of surplus in the older years, staff and the Executive Committee developed this deficit curing plan (Plan). The Plan will provide the funding necessary to return the deficit years to surplus status based on actuarial estimates as of June 30, 2017, and increase LAWCX's overall net position to levels aligning with its target equity policy.

It should be noted the Plan is not in response to liquidity concerns or inadequacy of current program year contributions. It is designed to address program deficits in the twelve oldest program years. Nine of the ten most recent program years maintain surplus at the expected confidence level, and LAWCX's liquidity position is strong, with \$85 million in cash and investments as of June 30, 2017, and average annual claim payments of \$6.5 million. The older deficit program years will not return to surplus status through favorable loss development alone. In addition, certain former members participated in the older deficit years and are obligated to participate in funding those deficits despite withdrawing from LAWCX.

A. Plan Elements

The Plan includes six primary steps which are described in detail throughout this section:

Step 1: Amend bylaws to provide for the transfer of surplus to deficit years;

Step 2: Identify range of program years to include in the Plan;

Step 3: Calculate the surplus and deficit in each program year at the approved confidence level;

Step 4: Allocate surplus and deficit in each program year to members;

Step 5: Transfer program year surplus in excess of approved levels to deficit program years on a member-by-member basis; and

Step 6: Levy a long-term assessment to members who participated in the remaining deficit program years.

Step 1: Bylaw Amendment

In June 2017, the Board approved an amendment to the LAWCX Bylaws to allow for the transfer of surplus from positive program years to offset deficit program years. Having access to surplus in excess of Board determined levels reduces the amount that is ultimately collected through member assessments. The following is the relevant section from the amended LAWCX bylaws:

Article VIII, Section 5 (C) \$150,000 AND PRIMARY POOL

Each pool year shall operate separately from every other pool in regard to its assets, liabilities, and obligations.

- A. Should the total liabilities and obligations, including actuarially expected claims costs, for any **Program Year** of a pool exceed the total assets of that year, the **Board of Directors** may assess the **Parties** participating in that pool's **Program Year** for any or all such deficiency. If an assessment is made, it shall be borne by the **Parties** in the same relationship as their **Pool Contributions** for each pool's **Program Year** as it relates to the total of all the **Parties' Pool Contributions** for that pool's **Program Year**.
- B. Should the total assets of any pool's **Program Year** exceed the liabilities and obligations of that year, including actuarially expected claims costs of that year, the **Board of Directors** may return any or all of the excess assets to the **Parties** in the same relationship as each **Party's Pool Contribution** for the **Program Year** as it relates to the total of all the **Parties' Pool Contributions** for that **Program Year** provided that the reserves of the pooled program as a whole have an actuarially determined confidence level of at least ninety percent after such return of assets.
- C. If an assessment is made against the **Parties** in a **Program Year**, the **Board of Directors** may approve the transfer of surplus assets, in an amount to be determined by the **Board of Directors**, from another **Program Year** in which total assets exceed total liabilities and obligations. The transfer shall be made only to the **Parties** being assessed and only in the same relationship as each **Party's Pool Contribution** in the **Program Year** from which the assets are being transferred relates to the total of all the **Parties' Pool Contributions** for that **Program Year**.

Step 2: Select Target Program Years

The Plan only includes program years 1993 through 2008, and therefore excludes newer years that could still experience significant loss development. This age was selected as much of the claims development has occurred by the tenth year. Changes will occur on the open and active claims in these years, but the level of uncertainty in the ultimate loss estimates is expected to be less than in the newer, undeveloped program years. The Plan calls for claim estimates to be monitored regularly in order to determine whether modifications are necessary. The selected program years are shown in Table 1 with the net position stated at the expected confidence level.

Table 1 – Net Positon of Target Program Years

Program Year	Net Position @ Expected CL	Program Year	Net Positon @ Expected CL
1993	410,000	2003	(4,000,000)
1994	422,000	2004	(1,600,000)
1995	(356,000)	2005	2,000,000
1996	(241,000)	2006	3,400,000
1997	218,000	2007	4,000,000
1998	(17,000)	2008	3,200,000
1999	(799,000)		
2000	(876,000)		
2001	(1,300,000)		
2002	(3,600,000)		

Step 3: Setting Net Positon at Approved Confidence Level

The net positon for each program year is re-stated to determine the surplus or deficit when the claim liabilities are stated at the 80% confidence level. The 80% confidence level is a more conservative estimation of the unpaid claim liability and therefore provides a greater cushion for absorbing increases in ultimate loss estimates after the Plan is implemented. Any program years with surplus remaining at the 80% confidence level will be available for transfer to the deficit program years. The deficit program years will be funded up to the 80% confidence level either through surplus transfer or assessment such that all program years will be funded to the same level. These estimates are updated annually and will be reviewed by Staff and the Executive Committee.

80% Confidence Level: An estimated probability that a given level of funding will be adequate to pay actual claims costs. For example, the 80% confidence level refers to an estimate for which there is an 80% chance the amount will be sufficient to pay loss costs.

Table 2 shows the net positon by program year after stating the liabilities at the 80% confidence level.

Table 2 – Net Position of Target Program Years at 80% Confidence Level

Program Year	Unpaid Loss and LAE at Expected CL	Net Position @ Expected CL	Adjustment for 80% CL (1.421 x unpaid loss at Expected CL)	Net Position @ 80% CL	Eligible for Surplus Transfer
1993	163,597	410,186	(68,874)	341,312	Yes
1994	26,460	421,547	(11,140)	410,407	Yes
1995	385,732	(355,966)	(162,393)	(518,359)	n/a
1996	477,116	(240,832)	(200,866)	(441,698)	n/a
1997	367,379	217,981	(154,666)	63,315	Yes
1998	299,611	(16,533)	(126,136)	(142,669)	n/a
1999	745,838	(798,763)	(313,998)	(1,112,760)	n/a
2000	328,153	(876,402)	(138,152)	(1,014,555)	n/a
2001	292,000	(1,265,928)	(122,932)	(1,388,860)	n/a
2002	1,036,069	(3,571,375)	(436,185)	(4,007,560)	n/a
2003	1,678,075	(3,946,955)	(706,470)	(4,653,425)	n/a
2004	3,482,039	(1,644,162)	(1,465,939)	(3,110,100)	n/a
2005	3,121,115	1,950,781	(1,313,990)	636,792	Yes
2006	2,060,306	3,438,329	(867,389)	2,570,941	Yes
2007	2,856,981	4,081,510	(1,202,789)	2,878,721	Yes
2008	3,505,773	3,197,224	(1,475,931)	1,721,293	Yes
Total Surpluses at 80% CL: \$8,622,781					
Total Deficits at 80% CL: (\$16,389,987)					
Net Deficit at 80% CL: (\$7,767,206)					

A maximum of \$8.6 million of surplus will be eligible for transfers, however, the actual amount will be less since certain members only participated in surplus years or have more surplus than allocated deficits.

Step 4: Allocate Surplus and Deficit in Each Program Year to Members

Determining the amount of eligible surplus transfers and assessments starts with an allocation of surplus and deficit balances at the 80% confidence level by member. The net position at the 80%

confidence level calculated in Table 2 is allocated to the members who participated in those years proportionately based on their original contribution paid in that program year. This methodology is set forth in LAWCX's Bylaws and the formula is as follows:

Formula for Allocation of Surplus and Deficit by Member

$$\begin{array}{c} \text{Member's Original Program Year Contribution} \\ \text{Divided by} \\ \text{Total Program Year Contributions} \\ \text{Equals} \\ \text{Proportionate Share of Program Year Contributions} \\ \text{Times} \\ \text{Total Program Year Surplus or Deficit} \\ \text{Equals} \\ \text{Member's Share of Program Year Surplus or Deficit} \end{array}$$

The historical member contributions and calculation of proportionate share by member and program year are presented in Exhibit A. The allocation of program year surplus and deficit by member is presented in Exhibit B.

Step 5: Transfer Surplus to Deficit Years on a Member by Member Basis

The next step is determining if surplus can be transferred to deficit program years by member. The process involved reviewing each member's allocated deficits and determining whether there is also allocated surplus eligible for transfer. For members participating in both surplus and deficit program years, the surplus will be transferred to the deficit year until surpluses are exhausted or all allocated deficits are cured. Surplus cannot be transferred from one member to another. It should be noted some members participated in only deficit or surplus years. As a result, some members will receive larger assessment than in past years, will be assessed for the first time, or will not be assessed at all. Exhibit C presents the allocation of surplus for each member.

B. Determine the Assessment Amount

As shown in Table 3, eligible surplus of \$6.9 million was transferred and resulted in a reduction to the total deficits from \$16.4 million to \$9.5 million.

Table 3 – Impact of Surplus Transfer and Assessment Amount

	Total Deficits in Program Years 1993- 2008 before Surplus Allocation (in millions)	Less: Surplus Eligible for Transfer (in millions)	Total Assessment (in millions)
Total	\$16.4	(\$6.9)	\$9.5
Current Members	\$12.5	(\$6.4)	\$6.1
Former Members	\$3.9	(\$0.5)	\$3.4

The remaining deficits of \$9.5 million will be funded through a long-term assessment of current and former participants of the deficit program years. Since LAWCX maintains a strong liquidity position, the assessment will be collected over ten (10) years. The total annual assessment is approximately \$950,000, which is shown by member in Exhibit D. By way of comparison, the prior assessment plan was collected in \$600,000 installments. The first assessment installment will be billed on July 1, 2019, and due on August 15, 2019. This start date was chosen to allow members ample time to incorporate the financial impact into their agency budgets. The total amount of the assessment becomes an obligation of the member upon approval by the Board of Directors. Details of the assessment and payment terms are highlighted below.

<u>Assessment At-A-Glance</u>	
Total Assessment:	\$9,515,590
Annual Installment:	\$951,590 per year
Program years being assessed:	1995/96; 1997/98; 1999/00; 2000/01; 2001/02; 2002/03; and 2003/04
First Invoice Issued:	July 1, 2019
First Installment Due:	August 15, 2019
Discount for Prepayment	A 10% discount will be applied to a member's total assessment if the entire balance is paid by August 15, 2019
Penalty for Late Payment	A penalty of \$500 will be billed to any member whose annual installment payment is not received within 90 days of the due date stated on the invoice

C. Periodic Review of Plan Performance

The Plan will be reviewed annually by Staff and the Executive Committee following completion of the fiscal year financial statements and receipt of the annual actuarial analysis containing updated estimates of ultimate loss costs. Proposed Plan modifications, if any, will be presented to the Board of Directors for review and approval.

APPENDIX A

Frequently Asked Questions

Appendix A

FRQUENTLY ASKED QUESTIONS

1. Why is LAWCX implementing a deficit curing Plan?

Program years 1994/95, 1995/96, 1996/97, 1997/98, 1998/99, 1999/00, 2000/01, 2001/02, 2002/03, and 2003/04 are in a deficit position meaning the original contributions in those years were not sufficient to cover the claims and expenses attributable to those years. Additional funding is required in order to bring the assets in these program years to a level sufficient to cover the unpaid liabilities and a reasonable risk margin.

2. How does the Plan work?

The Plan contains two parts:

A. Part A involves:

- a. Identifying the range of program years to be addressed;
- b. Calculate the surplus and deficit in each program year at the approved confidence level;
- c. Allocate surplus and deficit in each program year to members; and
- d. Transfer program year surplus from any positive years to deficit years on a member-by-member basis

B. Part B involves a long term assessment to collect the remaining program year deficits.

3. Which program years are included in this deficit curing plan?

The Plan addresses program years ten years or older only.

4. What is the target funding for the years included in the Plan?

The target funding for all program years in the Plan is the 80% confidence level, meaning on average, there is an approximate 80% chance the funding will be sufficient.

5. If there are program years with surplus at the 80% confidence level, can that surplus be used to fund the deficit years?

Yes. The Plan includes the transfer of surplus in excess of the 80% confidence level to a deficit year on a member-by-member basis. The Bylaws were amended in 2017 to allow for this transfer.

6. How will the surplus transfer be accomplished?

The surplus and deficit balances in each program year are allocated individually to each member who participated in the target program year proportionately based on the original contributions in those program years. Surplus allocated to a member in positive years will be transferred to

allocated deficits for that member until the available surplus for that member is exhausted or all allocated deficits are cured through the surplus transfer.

7. What happens if a member is not allocated surplus or the surplus is not enough to cover the allocated deficits?

An assessment will be levied to fund the remaining deficits allocated to members after all available surplus is allocated.

8. My agency only participated in the surplus years. Will our surplus be transferred and will be assessed?

No. A member that participated in only the surplus years will not have their surplus transferred and will not be assessed. This does not relieve the member of future obligations that arise out of any of those program years.

9. How were the assessments calculated?

After the surplus allocation is complete the remaining allocated deficits will be combined and assessed to members.

10. How long is the assessment Plan?

The assessment will be collected over ten (10) years.

11. When is the assessment invoice due?

The assessment invoices will be dated July 1, 2019, and will be due by August 15, 2019.

12. Will a "discount" be offered if the assessment is paid in full?

Yes. Members will be given a 10% discount only if the total allocated assessment is paid in full by August 15, 2019.

13. Is there a penalty for late payment of the assessment installment invoice?

Yes. A \$500 penalty will be billed to members whose assessment installment is not received within 90 days of the due date stated on the invoice.

14. What is the impact of future claims development?

Given the uncertainty in claim cost estimates, there is the possibility of either favorable or unfavorable claim development. The Plan will be reviewed annually to determine whether the development is significant enough to warrant a revision to the Plan. We do not anticipate making changes to the Plan for the first three years.

15. Our agency paid assessments to LAWCX in the past. What happened with those assessments?

LAWCX assessed its members for 16 consecutive years through 2016 and collected approximately \$8.3 million in assessments during that time. Those assessments were deposited into the oldest deficit program years and served to reduce the amount of the deficits being assessed as part of this Plan.

16. Does LAWCX maintain sufficient liquidity to cover its ongoing obligations for claims?

Yes. The deficit curing Plan is not being implemented due to a liquidity need. LAWCX maintains sufficient cash and investments to meet its ongoing obligations.

17. Our agency hasn't had any losses, why do we have to pay such a high percentage of the assessment?

- a. LAWCX is a risk sharing organization and as such, shares in all of the losses and expenses during the member's participation period.
- b. In accordance with the LAWCX governing documents, surpluses and deficits are allocated to members in each program year proportionately based on the original contribution paid for that year.
- c. Each member's contribution is based on payroll, loss history, and selected self-insured retention. Those contributions are used to allocate the surpluses and deficits to each member.

18. Do former members have to pay the assessment?

Yes. Current and former members are treated the same when allocating surpluses and deficits, transferring surplus, and determining assessments. Withdrawing from LAWCX does not relieve a member from obligations incurred during their participation.

19. What is being done to protect against the risk of future assessments?

The Plan has been designed with the goal of significantly reducing the need for future assessments, and includes a cushion to minimize the need for such. The Plan's performance will be reviewed periodically but changes are not anticipated for the first three years.

EXHIBIT A

Contributions by Program Year

LAWCX
Deficit Curing Plan
Contributions by Program Year

Member:	1993	%	1994	%	1995	%	1996	%	1997	%	1998	%	1999	%	2000	%	2001	%	2002	%	2003	%	2004
Alameda	46,587	6%	45,935	4%	48,275	4%	43,701	5%	48,996	6%	41,145	6%	55,484	6%	71,879	7%	81,354	7%	116,769	6%	231,722	6%	380,776
Albany	8,141	1%	8,001	1%	9,640	1%	7,902	1%	7,158	1%	6,492	1%	8,029	1%	10,514	1%	10,987	1%	15,705	1%	0	0%	0
Albany CSJPA	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	1,007	0%	1,614	0%	2,470	0%	0	0%	0
ACWA/IPIA	90,980	11%	98,332	9%	140,961	12%	17,747	2%	20,824	2%	20,513	3%	0	0%	0	0%	0	0%	0	0%	0	0%	0
ABAG	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	24,069	1%	44,116	1%	68,391
BCJPIA	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0
Benicia	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	359,602	8%	778,901
Brisbane	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	8,774	1%	14,164	1%	47,410	1%	76,211
CCCSIF	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0
CHWCA	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	319,060	7%	518,536
CSJVRMA	164,327	20%	178,940	17%	204,931	17%	162,692	19%	170,770	20%	143,082	20%	189,297	21%	151,639	15%	133,620	12%	250,866	13%	634,924	14%	1,019,071
Clovis	0	0%	0	0%	0	0%	21,940	3%	22,584	3%	19,392	3%	26,756	3%	37,089	4%	43,102	4%	62,292	3%	125,206	3%	191,655
Coronado	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0
CCCTA	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	28,361	1%	56,204	1%	74,680
PERMA	64,643	8%	88,839	9%	95,783	8%	81,941	10%	55,439	6%	51,024	7%	64,792	7%	82,153	8%	5,118	0%	0	0%	0	0%	357,773
Desert Hot Springs	0	0%	0	0%	0	0%	0	0%	1,524	0%	2,780	0%	3,055	0%	2,922	0%	50,070	4%	78,454	4%	137,796	3%	215,967
East Bay Parks	15,756	2%	33,912	3%	35,348	3%	30,711	4%	32,997	4%	25,839	4%	31,727	3%	42,813	4%	0	0%	0	0%	0	0%	0
Encinitas	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0
Emeryville	12,234	1%	11,673	1%	12,838	1%	12,105	1%	13,323	2%	11,244	2%	14,685	2%	12,631	1%	12,972	1%	19,121	1%	0	0%	59,712
MESA	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	5,277	1%	7,832	1%	11,230	1%	0	0%	0
FASIS	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0
Fremont	69,917	8%	70,706	7%	75,247	6%	69,157	8%	75,720	9%	66,154	9%	91,140	10%	116,748	11%	136,104	12%	216,328	11%	278,645	6%	299,015
Gilroy	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	67,739	1%	78,826
Livermore	29,364	4%	28,267	3%	28,547	2%	25,263	3%	26,500	3%	28,224	4%	30,804	3%	35,499	3%	42,625	4%	67,468	3%	148,285	3%	170,844
Lodi	25,087	3%	27,873	3%	26,376	2%	22,012	3%	26,628	3%	21,757	3%	27,720	3%	32,189	3%	45,602	4%	67,689	3%	132,333	3%	190,050
Los Gatos	0	0%	0	0%	0	0%	8,214	1%	8,807	1%	9,244	1%	13,091	1%	17,593	2%	21,070	2%	33,637	2%	67,968	1%	97,123
MBASIA	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0
MCLAIA	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0
Merced	0	0%	22,749	2%	24,131	2%	21,785	3%	22,305	3%	17,984	3%	23,022	3%	31,343	3%	35,582	3%	52,074	3%	99,941	2%	156,277
Morgan Hill	0	0%	7,906	1%	10,951	1%	9,082	1%	8,698	1%	7,355	1%	9,438	1%	12,764	1%	17,558	2%	28,044	1%	57,438	1%	86,538
Newark	0	0%	0	0%	16,524	1%	15,541	2%	19,311	2%	16,036	2%	21,204	2%	28,639	3%	34,186	3%	51,879	3%	101,434	2%	158,903
Pacific Grove	0	0%	0	0%	0	0%	0	0%	12,602	1%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0
Palm Springs	16,645	2%	29,848	3%	32,338	3%	27,637	3%	27,637	3%	23,980	3%	31,772	4%	0	0%	0	0%	0	0%	0	0%	0
PARDEC	54,249	6%	50,082	5%	54,033	4%	7,124	1%	40,108	5%	29,895	4%	37,475	4%	47,436	5%	58,292	5%	114,423	6%	360,126	8%	551,250
PARSAC	0	0%	95,364	9%	100,164	8%	86,194	10%	7,811	1%	6,401	1%	8,349	1%	11,509	1%	14,158	1%	20,735	1%	0	0%	0
Piedmont	7,304	1%	7,754	1%	8,194	1%	7,391	1%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	49,574	1%	70,844
Placentia	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0
Pleasanton	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0
Rialto	0	0%	0	0%	0	0%	0	0%	26,631	3%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0
Roseville	47,805	6%	40,660	4%	45,739	4%	40,298	5%	42,874	5%	35,799	5%	47,365	5%	66,616	6%	83,814	7%	128,394	7%	261,627	6%	395,530
San Leandro	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0
Santa Maria	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0
Santee	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0
SCORE	0	0%	18,466	2%	20,352	2%	14,764	2%	15,445	2%	10,377	1%	14,480	2%	19,799	2%	23,195	2%	35,716	2%	85,036	2%	118,861
SDWCA	56,962	7%	50,618	5%	54,929	5%	5,812	1%	0	0%	0	0%	0	0%	0	0%	21,865	2%	128,516	7%	371,151	8%	19,900
South Lake Tahoe	0	0%	0	0%	0	0%	0	0%	14,252	2%	10,770	2%	13,743	2%	18,733	2%	0	0%	36,215	2%	67,102	1%	95,197
Suisun City	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	23,807	1%	33,489
Sunline Transit Agency	0	0%	0	0%	0	0%	0	0%	3,241	0%	4,745	1%	6,428	1%	9,992	1%	14,238	1%	20,210	1%	0	0%	0
Union City	19,141	2%	18,702	2%	14,985	1%	13,941	2%	14,787	2%	11,350	2%	16,841	2%	25,020	2%	38,641	3%	60,997	3%	203,732	4%	311,705
Vacaville	32,127	4%	32,631	3%	35,731	3%	32,074	4%	36,237	4%	30,760	4%	40,731	4%	55,420	5%	66,525	6%	103,440	5%	285,769	7%	323,938
Vallejo	52,896	6%	52,305	5%	56,386	5%	47,959	6%	49,839	6%	39,337	6%	58,789	6%	65,873	6%	87,688	8%	146,591	7%	83,802	2%	118,607
VCUJA	21,192	3%	22,596	2%	24,212	2%	21,309	2%	22,001	3%	16,978	3%	20,963	2%	28,587	3%	33,940	3%	33,032	2%	0	0%	0
Vista	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	85,212
Total	835,357	100%	1,042,159	100%	1,201,605	100%	854,296	100%	875,049	100%	708,657	100%	907,180	100%	1,041,684	100%	1,130,526	100%	1,968,869	100%	4,701,549	100%	7,365,207

LAWCX
Deficit Curing Plan
Contributions by Program Year

Member:	%	2005	%	2006	%	2007	%	2008	%
Alameda	5%	469,257	5%	522,465	5%	510,948	5%	536,154	6%
Albany	0%	0	0%	0	0%	0	0%	0	0%
Albany CSJPA	0%	0	0%	0	0%	0	0%	0	0%
ACWA/JPIA	0%	0	0%	0	0%	0	0%	0	0%
ABAG	1%	79,207	1%	94,234	1%	100,015	1%	100,012	1%
BCJPIA	11%	842,004	10%	794,827	8%	413,835	4%	429,529	4%
Benicia	1%	84,790	1%	94,893	1%	100,827	1%	110,763	1%
Brisbane	0%	0	0%	0	0%	0	0%	0	0%
CCCSIF	7%	123	0%	0	0%	0	0%	0	0%
CHWCA	0%	388,506	4%	434,974	4%	381,223	4%	364,284	4%
CSJVRMA	14%	720,561	8%	845,573	9%	921,687	10%	1,075,047	11%
Clovis	3%	268,847	3%	311,587	3%	345,300	4%	349,912	4%
Coronado	1%	56,726	1%	66,984	1%	65,083	1%	71,476	1%
CCCTA	1%	91,261	1%	102,446	1%	99,626	1%	100,516	1%
PERMA	5%	485,103	6%	591,882	6%	607,808	7%	691,455	7%
Desert Hot Springs	0%	0	0%	0	0%	0	0%	0	0%
East Bay Parks	3%	230,889	3%	142,007	1%	208,614	2%	223,908	2%
Encinitas	1%	86,825	1%	95,371	1%	95,430	1%	104,615	1%
Emeryville	0%	0	0%	0	0%	0	0%	0	0%
MESA	0%	0	0%	0	0%	0	0%	0	0%
FASIS	0%	632,013	7%	643,022	7%	631,523	7%	671,946	7%
Fremont	4%	283,787	3%	340,238	3%	0	0%	0	0%
Gilroy	1%	88,335	1%	98,203	1%	102,928	1%	112,817	1%
Livermore	2%	186,569	2%	213,757	2%	211,093	2%	225,387	2%
Lodi	3%	226,724	3%	231,713	2%	237,666	3%	277,221	3%
Los Gatos	1%	108,062	1%	120,600	1%	121,215	1%	127,528	1%
MBASIA	0%	139,540	2%	178,998	2%	173,631	2%	223,189	2%
MCLAI	0%	73,055	1%	86,498	1%	99,119	1%	114,156	1%
Merced	2%	194,610	2%	232,358	2%	273,063	3%	325,224	3%
Morgan Hill	1%	105,629	1%	124,982	1%	131,931	1%	149,463	2%
Newark	2%	188,346	2%	150,248	2%	156,556	2%	169,950	2%
Pacific Grove	0%	0	0%	0	0%	0	0%	0	0%
Palm Springs	0%	0	0%	0	0%	0	0%	0	0%
PARDEC	0%	0	0%	0	0%	0	0%	0	0%
PARSAC	7%	636,635	7%	869,489	9%	967,008	10%	496,259	5%
Piedmont	0%	0	0%	0	0%	0	0%	0	0%
Placentia	1%	76,125	1%	86,380	1%	96,260	1%	105,876	1%
Pleasanton	0%	0	0%	0	0%	0	0%	0	0%
Rialto	0%	0	0%	0	0%	0	0%	0	0%
Roseville	5%	450,560	5%	565,182	6%	625,105	7%	699,955	7%
San Leandro	2%	159,661	2%	246,022	2%	265,891	3%	298,665	3%
Santa Maria	0%	116,753	1%	136,834	1%	141,231	2%	157,170	2%
Santee	0%	53,031	1%	63,738	1%	67,421	1%	73,809	1%
SCORE	2%	134,140	2%	186,701	2%	190,088	2%	201,126	2%
SDWCA	0%	0	0%	0	0%	0	0%	0	0%
South Lake Tahoe	1%	103,705	1%	113,987	1%	55,442	1%	60,336	1%
Suisun City	0%	37,534	0%	42,168	0%	46,723	1%	47,722	0%
Sunline Transit Agency	0%	0	0%	0	0%	0	0%	0	0%
Union City	0%	0	0%	0	0%	0	0%	0	0%
Vacaville	4%	384,546	4%	435,119	4%	306,134	3%	333,043	3%
Vallejo	4%	208,633	2%	263,544	3%	285,270	3%	322,714	3%
VCJPA	2%	140,628	2%	169,295	2%	117,402	1%	123,911	1%
Vista	1%	141,772	2%	162,056	2%	163,046	2%	184,003	2%
Total	100%	8,674,490	100%	9,858,375	100%	9,316,142	100%	9,659,141	100%

EXHIBIT B

Initial Surplus and Deficit Allocation by Member

LAWCX
Deficit Curing Plan
Initial Surplus and Deficit Allocation by Member
(before surplus transfer)

Member:	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006
Alameda	19,035	18,089	(20,825)	(22,595)	3,545	(8,283)	(68,057)	(70,007)	(99,944)	(237,677)	(229,350)	(160,790)	34,448	136,252
Albany	3,326	3,151	(4,159)	(4,086)	518	(1,307)	(9,848)	(10,240)	(13,498)	(31,967)	0	0	0	0
Albany CSJPA	0	0	0	0	0	0	0	(981)	(1,983)	(5,028)	0	0	0	0
ACWA/JPA	37,173	38,724	(60,809)	(9,176)	1,507	(4,130)	0	0	0	0	0	0	0	0
ABAG	0	0	0	0	0	0	0	0	0	(48,991)	(43,664)	(28,879)	5,815	24,575
BCJPA	0	0	0	0	0	0	0	0	0	0	(355,921)	(328,906)	61,811	207,281
Benicia	0	0	0	0	0	0	0	0	0	0	(46,925)	(32,182)	6,224	24,747
Brisbane	0	0	0	0	0	0	0	0	0	0	0	0	0	0
CCCSIF	0	0	0	0	0	0	0	0	(10,779)	(28,830)	0	0	0	0
CHWCA	0	0	0	0	0	0	0	0	0	0	(315,794)	(218,962)	9	0
CSJVRMA	67,141	70,467	(88,405)	(84,117)	12,356	(28,806)	(232,195)	(147,690)	(164,153)	(510,623)	(628,425)	(430,322)	28,520	113,436
Clovis	0	0	(10,780)	(11,344)	1,634	(3,904)	(32,819)	(36,123)	(52,951)	(126,792)	(123,924)	(80,930)	52,896	220,515
Coronado	0	0	0	0	0	0	0	0	0	0	0	(16,626)	19,736	81,258
CCCTA	0	0	0	0	0	0	0	0	0	0	(55,629)	(31,535)	4,164	17,469
PERMA	26,412	34,985	(41,320)	(42,366)	4,011	(10,272)	(79,475)	(80,013)	0	(57,727)	0	(151,077)	6,699	26,717
Desert Hot Springs	0	0	0	0	110	(560)	(3,747)	(2,846)	(6,288)	0	0	0	0	0
East Bay Parks	6,438	13,355	(15,249)	(15,879)	2,388	(5,202)	(38,917)	(41,698)	(61,511)	(159,689)	(136,386)	(91,196)	16,949	37,034
Encinitas	0	0	0	0	0	0	0	0	0	0	0	(25,215)	6,374	24,872
Emeryville	4,999	4,597	(5,538)	(6,259)	964	(2,264)	(18,013)	(12,302)	(15,936)	(38,920)	0	0	0	0
MESA	0	0	0	0	0	0	0	(5,140)	(9,622)	(22,858)	0	0	0	0
FASIS	0	0	0	0	0	0	0	0	0	0	0	0	46,396	167,692
Fremont	28,567	27,844	(32,461)	(35,756)	5,479	(13,318)	(111,794)	(113,707)	(167,205)	(440,323)	(275,793)	(126,265)	20,833	88,730
Gilroy	0	0	0	0	0	0	0	0	0	0	(67,046)	(33,286)	6,485	25,610
Livermore	11,998	11,132	(12,315)	(13,062)	1,917	(5,682)	(37,785)	(34,574)	(52,365)	(137,327)	(146,767)	(72,142)	13,696	55,745
Lodi	10,250	10,977	(11,378)	(11,381)	1,927	(4,380)	(34,002)	(31,351)	(56,022)	(137,777)	(130,978)	(80,252)	16,644	60,428
Los Gatos	0	0	0	(4,247)	637	(1,861)	(16,058)	(17,135)	(25,885)	(58,466)	(67,272)	(41,012)	7,933	31,451
MBASIA	0	0	0	0	0	0	0	0	0	0	0	0	10,244	46,680
MCLAIA	0	0	0	0	0	0	0	0	0	0	0	(14,087)	5,363	22,558
Merced	0	8,959	(10,410)	(11,264)	1,614	(3,621)	(28,239)	(30,527)	(43,713)	(105,994)	(98,918)	(65,991)	14,286	60,596
Morgan Hill	0	3,113	(4,724)	(4,696)	629	(1,481)	(11,577)	(12,432)	(21,570)	(57,082)	(56,850)	(36,542)	7,754	32,594
Newark	0	0	(7,128)	(8,035)	1,397	(3,228)	(26,009)	(27,893)	(41,998)	(105,597)	(100,396)	(67,100)	13,826	39,183
Pacific Grove	0	0	0	0	912	0	0	0	0	0	0	0	0	0
Palm Springs	6,801	11,754	(13,950)	(14,289)	2,000	(4,828)	(38,972)	0	0	0	0	0	0	0
PARDEC	22,165	19,723	(23,309)	(3,683)	0	0	0	0	0	0	0	0	0	0
PARSAC	0	37,555	(43,210)	(44,565)	2,902	(6,019)	(45,967)	(46,201)	(71,612)	(232,901)	(356,440)	(232,776)	46,735	226,752
Piedmont	2,984	3,054	(3,595)	(3,821)	565	(1,289)	(10,241)	(11,209)	(17,393)	(42,205)	0	0	0	0
Placentia	0	0	0	0	0	0	0	0	0	0	(49,067)	(29,915)	5,588	22,527
Pleasanton	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Rialto	0	0	0	0	1,927	0	0	0	0	0	0	0	0	0
Roseville	19,532	16,012	(19,731)	(20,835)	3,102	(7,207)	(58,099)	(64,881)	(102,966)	(261,339)	(258,949)	(167,020)	33,075	147,392
San Leandro	0	0	0	0	0	0	0	0	0	0	0	(64,910)	11,721	64,159
Santa Maria	0	0	0	0	0	0	0	0	0	0	0	0	8,571	35,685
Santee	0	0	0	0	0	0	0	0	0	0	0	(14,769)	3,893	16,622
SCORE	0	7,272	(8,780)	(7,633)	1,118	(2,089)	(17,761)	(19,283)	(28,495)	(72,698)	(84,166)	(50,191)	9,847	48,689
SDWCA	23,274	19,934	(23,696)	(3,005)	0	0	0	0	0	(261,587)	(367,352)	(8,403)	0	0
South Lake Tahoe	0	0	0	0	1,031	(2,168)	(16,857)	(18,245)	(26,851)	(73,714)	(66,415)	(40,199)	7,613	29,726
Suisun City	0	0	0	0	0	0	0	0	0	0	(23,563)	(14,141)	2,755	10,997
Sunline Transit Agency	0	0	0	0	235	(955)	(7,885)	(9,732)	(17,491)	(41,136)	0	0	0	0
Union City	7,821	7,365	(6,464)	(7,208)	1,070	(2,285)	(20,657)	(24,368)	(47,471)	(124,156)	0	0	0	0
Vacaville	13,127	12,850	(15,414)	(16,583)	2,622	(6,193)	(49,961)	(53,977)	(81,727)	(210,546)	(201,647)	(131,623)	28,229	113,474
Vallejo	21,612	20,598	(24,324)	(24,796)	3,606	(7,919)	(72,111)	(64,157)	(107,725)	(298,378)	(282,844)	(136,789)	15,316	68,729
VCJPA	8,659	8,898	(10,445)	(11,017)	1,592	(3,418)	(25,714)	(27,842)	(41,696)	(67,235)	(82,944)	(50,084)	10,323	44,150
Vista	0	0	0	0	0	0	0	0	0	0	0	(35,982)	10,407	42,262
Total	341,312	410,407	(518,359)	(441,698)	63,315	(142,669)	(1,112,760)	(1,014,555)	(1,388,860)	(4,007,560)	(4,653,425)	(3,110,100)	636,792	2,570,941

LAWCX
Deficit Curing Plan
Initial Surplus and Deficit Allocation by Member
(before surplus transfer)

Member:	2007	2008	Net Surplus/ (Deficit)
Alameda	157,885	95,545	(452,730)
Albany	0	0	(68,109)
Albany CSJPA	0	0	(7,991)
ACWA/JPIA	0	0	3,289
ABAG	30,905	17,822	(42,418)
BCJPIA	127,876	76,544	(211,315)
Benicia	31,156	19,738	2,759
Brisbane	0	0	(39,609)
COCOSJF	0	0	(534,747)
CHWCA	117,799	64,917	324,672
CSJVRMA	284,805	191,577	(1,414,978)
Clovis	106,699	62,356	(207,885)
Coronado	20,111	12,737	37,855
CCCTA	30,785	17,912	(62,778)
PERMA	187,815	123,220	161,887
Desert Hot Springs	0	0	(13,330)
East Bay Parks	64,462	39,901	(385,199)
Encinitas	29,488	18,643	54,162
Emeryville	0	0	(88,672)
MESA	0	0	(37,619)
FASIS	195,143	119,743	528,974
Fremont	0	0	(1,145,170)
Gillroy	31,805	20,104	(16,327)
Livermore	65,228	40,165	(312,139)
Lodi	73,440	49,402	(274,456)
Los Gatos	37,456	22,726	(141,733)
MBASIA	53,653	39,773	150,350
MCLAIA	30,628	20,343	64,805
Merced	84,377	57,956	(170,887)
Morgan Hill	40,767	26,635	(95,461)
Newark	48,376	30,286	(254,316)
Pacific Grove	0	0	912
Palm Springs	0	0	(51,484)
PARDEC	0	0	14,895
PARSAC	298,809	88,435	(378,503)
Piedmont	0	0	(83,090)
Placencia	29,745	18,867	(2,254)
Pleasanton	0	0	0
Rialto	0	0	1,927
Roseville	193,160	124,734	(424,019)
San Leandro	82,161	53,223	146,355
Santa Maria	43,641	28,008	115,905
Santee	20,833	13,153	39,732
SCORE	58,738	35,841	(129,592)
SDWCA	0	0	(620,836)
South Lake Tahoe	17,132	10,752	(178,205)
Suisun City	14,438	8,504	(1,011)
Sunline Transit Agency	0	0	(76,965)
Union City	0	0	(216,354)
Vacaville	94,597	59,349	(443,423)
Vallejo	88,149	57,509	(743,526)
VCJPA	36,278	22,081	(188,413)
Vista	50,382	32,790	99,859
Total	2,878,721	1,721,293	(7,767,206)

EXHIBIT C

Transfer of Surplus to Deficit Years by Member

LAWCX
Deficit Curing Plan
Transfer of Surplus to Deficit Years by Member

	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	Total Deficit
Surplus (Deficit)	341,312	410,407	(518,359)	(441,698)	63,315	(142,669)	(1,112,760)	(1,014,555)	(1,388,860)	(4,007,560)	(4,653,425)	(3,110,100)	636,792	2,570,941	2,878,721	1,721,293	(7,767,206)
Alameda	19,035	18,089	(20,825)	(22,595)	3,545	(8,283)	(68,057)	(70,007)	(99,944)	(237,877)	(229,350)	(160,790)	34,448	136,252	157,885	95,545	
1993 to 1995	(19,035)		19,035														
1994 to 1995		(1,790)	1,790														
1994 to 1996		(16,299)		16,299													
1997 to 1996				3,545	(3,545)												
2005 to 1996				2,751													
2005 to 1998						8,283	23,414						(2,751)				
2005 to 1999							44,643						(8,283)				
2006 to 1999								70,007					(23,414)				
2006 to 2000													(44,643)				
2006 to 2001									21,602				(70,007)				
2007 to 2001									78,342				(21,602)				
2007 to 2002										79,543				(78,342)			
2008 to 2002										95,545				(79,543)			
2008 to 2002															(95,545)		
	(0)	0	(0)	0	0	(0)	(0)	(0)	(0)	(62,588)	(229,350)	(160,790)	0	0	(0)	(0)	(452,730)
Albany	3,326	3,151	(4,159)	(4,086)	518	(1,307)	(9,648)	(10,240)	(13,498)	(31,967)	0	0	0	0	0	0	0
1993-1995	(3,326)		3,326														
1994-1995		(833)	833														
1994-1996		(2,318)		2,318													
1994-1996				518	(518)												
	0	(0)	0	(1,250)	(0)	(1,307)	(9,648)	(10,240)	(13,498)	(31,967)	0	0	0	0	0	0	(68,109)
Albany CSIPA	0	0	0	0	0	0	0	(981)	(1,983)	(5,028)	0	0	0	0	0	0	(7,991)
No surplus																	
ACWA/IPWA	37,173	38,724	(60,809)	(9,176)	1,507	(4,130)	0	0	0	0	0	0	0	0	0	0	0
1993-1995	(37,173)		37,173														
1994-1995		(23,636)	23,636														
1994-1996		(9,176)		9,176													
1994-1998		(4,130)				4,130											
	(0)	1,782	0	0	1,507	0	0	0	0	0	0	0	0	0	0	0	3,289
ABAG	0	0	0	0	0	0	0	0	0	(48,991)	(43,664)	(28,879)	5,815	24,575	30,905	17,822	0
2005 to 2002										5,815			(5,815)				
2006 to 2002										24,575				(24,575)			
2007 to 2002										18,601					(18,601)		
2007 to 2003											12,304				(12,304)		
2008 to 2004												17,822				(17,822)	
	0	0	0	0	0	0	0	0	0	(0)	(31,360)	(11,057)	(0)	(0)	(0)	(0)	(42,418)
BCIPA	0	0	0	0	0	0	0	0	0	0	0	(328,906)	61,811	207,281	127,876	76,544	0
2005 to 2003													(61,811)				
2006 to 2003														(207,281)			
2007 to 2003															(86,829)		
2007 to 2004															(41,047)		
2008 to 2004																(76,544)	
	0	0	0	0	0	0	0	0	0	0	(0)	(211,315)	0	(0)	0	(0)	(211,315)
Benecia	0	0	0	0	0	0	0	0	0	0	0	(46,925)	6,224	24,747	31,156	19,738	0
2005 to 2003													(6,224)				
2006 to 2003														(24,747)			

LAWCX
Deficit Curing Plan
Transfer of Surplus to Deficit Years by Member

	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	Total Deficit
2007 to 2003											15,954				(15,954)		
2007 to 2004												15,202			(15,202)		
2008 to 2004												16,980			(16,980)		
Brisbane																	
No transfers	0	0	0	0	0	0	0	0	0	0	0	0	0	0	(0)	2,758	2,759
CCCSIF	0	0	0	0	0	0	0	0	(10,779)	(28,830)	0	0	0	0	0	0	(39,609)
No transfers	0	0	0	0	0	0	0	0	0	0	(315,794)	(218,962)	9	0	0	0	(534,747)
CHWCA																	
No transfers	0	0	0	0	0	0	0	0	0	0	0	0	28,520	113,436	117,799	64,917	324,672
CSJVRMA	67,141	70,467	(88,405)	(84,117)	12,356	(28,806)	(232,195)	(147,690)	(164,153)	(510,623)	(628,425)	(430,322)	52,896	220,515	284,805	191,577	
1993 to 1995	(67,141)																
1994 to 1995		(21,264)	21,264														
1994 to 1996		(49,203)		49,203													
1997 to 1996				12,356	(12,356)												
2005 to 1996				22,558									(22,558)				
2005 to 1998						28,806							(28,806)				
2005 to 1999							1,532						(1,532)				
2006 to 1999							220,515										
2007 to 1999							10,148								(10,148)		
2007 to 2000								147,690							(147,690)		
2007 to 2001									126,967						(126,967)		
2008 to 2001									37,186						(37,186)		
2008 to 2002										154,391					(154,391)		
Clovix																	
1997 to 1995	0	0	(10,760)	(11,344)	1,634	(3,904)	(32,819)	(36,123)	(52,951)	(126,792)	(123,924)	(80,930)	19,736	81,258	106,699	62,356	
2005 to 1995			1,634		(1,634)												
2005 to 1996			9,146										(9,146)				
2005 to 1996				10,590									(10,590)				
2006 to 1998				754									(754)				
2006 to 1998						3,904							(3,904)				
2006 to 1999							32,819						(32,819)				
2006 to 2000								36,123					(36,123)				
2006 to 2001									7,658				(7,658)				
2007 to 2002									45,293						(45,293)		
2007 to 2002										61,406					(61,406)		
2008 to 2002										62,356					(62,356)		
Coronado																	
2005 to 2004	0	0	0	0	0	0	0	0	0	0	0	(16,626)	4,164	17,469	20,111	12,737	
2006 to 2004													4,164				
												12,462	(12,462)				
CCCTA																	
2005 to 2002	0	0	0	0	0	0	0	0	0	0	0	0	0	5,007	20,111	12,737	37,855
2006 to 2002										(57,727)	(55,629)	(31,535)	6,699	26,717	30,785	17,912	
2007 to 2002										6,699			(6,699)				
2007 to 2003										26,717			(26,717)				
2007 to 2003										24,311					(24,311)		
2008 to 2003											6,474				(6,474)		
											17,912					(17,912)	
	0	0	0	0	0	0	0	0	0	0	(31,243)	(31,535)	0	0	(0)	0	(62,776)

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Deficit Curing Plan
Transfer of Surplus to Deficit Years by Member

	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	Total Deficit
1994 to 1995																	
1994 to 1996		(3,894)	3,894	23,950													
1997 to 1996		(23,950)		5,479	(5,479)												
2005 to 1996				6,327									(6,327)				
2005 to 1998						13,318							(13,318)				
2005 to 1999							1,188						(1,188)				
2006 to 1999							88,730						(88,730)				
	(0)	0	0	(0)	(0)	(0)	(21,876)	(113,707)	(167,205)	(440,323)	(275,793)	(126,265)	(0)	(0)	0	0	(1,145,170)
Gilroy	0	0	0	0	0	0	0	0	0	0	0	(67,046)	6,485	25,610	31,805	20,104	
2005 to 2003											6,485	(33,286)	(6,485)				
2006 to 2003											25,610			(25,610)			
2007 to 2003											31,805				(31,805)		
2008 to 2003											3,146					(3,146)	
2008 to 2004												16,958				(16,958)	
	0	0	0	0	0	0	0	0	0	0	0	(16,328)	(0)	0	0	0	(16,327)
Livermore	11,998	11,132	(12,315)	(13,062)	1,917	(5,682)	(37,785)	(34,574)	(52,365)	(137,327)	(146,767)	(72,142)	13,696	55,745	65,228	40,165	
1993 to 1995	(11,998)		11,998														
1994 to 1995		(317)	317														
1994 to 1996		(10,815)		10,815													
1997 to 1996				1,917	(1,917)												
2005 to 1996				330													
2005 to 1998						5,682							(330)				
2005 to 1999							7,684						(5,682)				
2006 to 1999							30,101						(7,684)				
2006 to 2000								25,644						(30,101)			
2007 to 2000								8,930						(25,644)			
2007 to 2001									52,365						(8,930)		
2007 to 2002										3,933					(52,365)		
2008 to 2002										40,165					(3,933)	(40,165)	
	(0)	(0)	0	0	0	(0)	0	(0)	(0)	(93,229)	(146,767)	(72,142)	0	0	0	0	(312,130)
Lodi	10,250	10,977	(11,378)	(11,381)	1,927	(4,380)	(34,002)	(31,351)	(56,022)	(137,777)	(130,978)	(80,252)	16,644	60,428	73,440	49,402	
1993 to 1995	(10,250)		10,250														
1994 to 1995		(1,128)	1,128														
1994 to 1996		(9,849)		9,849													
1997 to 1996				1,532	(1,532)												
1997 to 1998					(395)	395											
2005 to 1998						3,985							(3,985)				
2005 to 1999							12,659						(12,659)				
2006 to 1999							21,343							(21,343)			
2006 to 2000								31,351						(31,351)			
2006 to 2001									7,734					(7,734)			
2007 to 2001										25,152					(48,288)		
2007 to 2002										49,402					(25,152)	(49,402)	
2008 to 2002																	
	0	(0)	(0)	(0)	(0)	(0)	0	0	(0)	(63,229)	(130,978)	(80,252)	(0)	(0)	(0)	(0)	(274,456)
Los Gatos	0	0	0	(4,247)	637	(1,861)	(16,058)	(17,135)	(25,885)	(68,466)	(67,272)	(41,012)	7,933	31,451	37,456	22,726	
1997 to 1996				637	(637)												
2005 to 1996				3,610									(3,610)				
2005 to 1998						1,861							(1,861)				
2005 to 1999							2,462						(2,462)				
2006 to 1999							13,596							(13,596)			
2006 to 2000								17,135						(17,135)			

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Transfer of Surplus to Deficit Years by Member

	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	Total Deficit
2006 to 2001									720					(720)			
2007 to 2001									25,165						(25,165)		
2007 to 2002									12,291						(12,291)		
2008 to 2002									22,726							(22,726)	
	0	0	0	0	0	0	0	0	0	(33,449)	(67,272)	(41,012)	(0)	(0)	(0)	(0)	(141,733)
MBASIA	0	0	0	0	0	0	0	0	0	0	0	0	10,244	46,680	53,653	39,773	150,350
No transfers																	
MCCLIA	0	0	0	0	0	0	0	0	0	0	0	(14,087)	5,363	22,558	30,628	20,343	
2005 to 2004												5,363	(5,363)				
2006 to 2004												8,724		(8,724)			
	0	0	0	0	0	0	0	0	0	0	0	0	(0)	13,834	30,628	20,343	64,805
Merced	0	8,959	(10,410)	(11,264)	1,614	(3,621)	(28,239)	(30,527)	(43,713)	(105,994)	(98,918)	(65,991)	14,286	60,596	84,377	57,956	
1994 to 1995		(8,959)	8,959														
1997 to 1995			1,451		(1,451)												
1997 to 1996				163	(163)												
2005 to 1996				11,101									(11,101)				
2005 to 1998						3,185							(3,185)				
2006 to 1998						436								(436)			
2006 to 1999							28,239										
2006 to 2000								30,527									
2006 to 2001									1,394								
2007 to 2001									42,319						(42,319)		
2007 to 2002										42,058					(42,058)		
2008 to 2002										57,956						(57,956)	
	0	(0)	0	0	(0)	0	(0)	0	0	(5,980)	(98,918)	(65,991)	0	0	0	0	(170,887)
Morgan Hill	0	3,113	(4,724)	(4,596)	629	(1,481)	(11,577)	(12,432)	(21,570)	(57,082)	(56,850)	(36,542)	7,754	32,594	40,767	26,635	
1994 to 1995		(3,113)	3,113														
1997 to 1995			629		(629)												
2005 to 1995			982										(982)				
2005 to 1996				4,696									(4,696)				
2005 to 1998						1,481							(1,481)				
2005 to 1999							595						(595)				
2006 to 1999														(10,982)			
2006 to 2000								12,432						(12,432)			
2006 to 2001									9,180					(9,180)			
2006 to 2002									12,390						(12,390)		
2007 to 2002										28,377					(28,377)		
2008 to 2002										26,635						(26,635)	
	0	0	(0)	0	0	0	0	0	(0)	(2,070)	(56,850)	(36,542)	0	(0)	0	(0)	(95,461)
Newark	0	0	(7,128)	(8,035)	1,397	(3,228)	(26,009)	(27,893)	(41,998)	(105,597)	(100,396)	(67,100)	13,826	39,183	48,376	30,286	
1997 to 1995			1,397		(1,397)												
2005 to 1995			5,731														
2005 to 1996				8,035									(5,731)				
2005 to 1998						60							(8,035)				
2006 to 1998						3,168							(60)				
2006 to 1999							26,009							(3,168)			
2006 to 2000								10,006						(26,009)			
2007 to 2000								17,887						(10,006)			
2007 to 2001									30,489						(17,887)		
2008 to 2001									11,509						(30,489)		(11,509)

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Deficit Curing Plan

Transfer of Surplus to Deficit Years by Member

	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	Total Deficit
2008 to 2002										18,777						(18,777)	
	0	0	(0)	(0)	(0)	(0)	(0)	(0)	0	(86,820)	(100,396)	(67,100)	0	(0)	0	0	(254,316)
Pacific Grove	0	0	0	0	912	0	0	0	0	0	0	0	0	0	0	0	912
No transfers																	
Palm Springs	6,801	11,754	(13,950)	(14,289)	2,000	(4,828)	(38,972)	0	0	0	0	0	0	0	0	0	
1993 to 1995	(6,801)		6,801														
1994 to 1995		(7,149)	7,149														
1994 to 1996		(4,605)		4,605													
1997 to 1996				2,000	(2,000)												
	(0)	0	(0)	(7,684)	(0)	(4,828)	(38,972)	0	0	0	0	0	0	0	0	0	(51,484)
PARDEC	22,165	19,723	(23,309)	(3,683)	0	0	0	0	0	0	0	0	0	0	0	0	
1993 to 1995	(22,165)		22,165														
1994 to 1995		(1,144)	1,144														
1994 to 1996		(3,683)		3,683													
	0	14,896	(0)	(0)	0	0	0	0	0	0	0	0	0	0	0	0	14,895
PARSAC	0	37,555	(43,210)	(44,565)	2,902	(6,019)	(45,967)	(46,201)	(71,612)	(232,901)	(356,440)	(232,776)	46,735	226,752	298,809	88,435	
1994 to 1995		(37,555)	37,555														
1997 to 1995			2,902		(2,902)												
2005 to 1995			2,753										(2,753)				
2005 to 1996				43,982									(43,982)				
2006 to 1996				583										(583)			
2006 to 1998						6,019								(6,019)			
2006 to 1999							45,967							(45,967)			
2006 to 2000								46,201						(46,201)			
2006 to 2001									71,612					(71,612)			
2006 to 2002										56,370				(56,370)			
2007 to 2002										176,531					(176,531)		
2007 to 2003											122,278				(122,278)		
2008 to 2003											88,435					(88,435)	
	0	(0)	0	(0)	0	0	(0)	0	(0)	(0)	(145,727)	(232,776)	0	(0)	(0)	0	(378,503)
Piedmont	2,984	3,054	(3,535)	(3,821)	565	(1,289)	(10,241)	(11,209)	(17,393)	(42,205)	0	0	0	0	0	0	
1993 to 1995	(2,984)		2,984														
1994 to 1995		(551)	551														
1994 to 1996		(2,503)		2,503													
1997 to 1996				565	(565)												
	0	(0)	0	(753)	0	(1,289)	(10,241)	(11,209)	(17,393)	(42,205)	0	0	0	0	0	0	(83,090)
Placentia	0	0	0	0	0	0	0	0	0	0	(49,057)	(29,915)	5,588	22,527	29,745	18,867	
2005 to 2003											5,588		(5,588)				
2006 to 2003											22,527			(22,527)			
2007 to 2003											20,952				(20,952)		
2007 to 2004												8,793			(8,793)		
2008 to 2004												18,867				(18,867)	
	0	0	0	0	0	0	0	0	0	0	0	(2,255)	0	(0)	(0)	0	(2,254)
Pleasanton	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
No transfers																	

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Transfer of Surplus to Deficit Years by Member

	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	Total Deficit
Rialto	0	0	0	0	1,927	0	0	0	0	0	0	0	0	0	0	0	1,927
No transfers																	
Roseville	19,532	16,012	(19,731)	(20,835)	3,102	(7,207)	(58,099)	(64,881)	(102,966)	(261,339)	(258,949)	(167,020)	33,075	147,392	193,160	124,754	
1993 to 1995	(19,532)		19,532														
1994 to 1996		(16,012)		16,012													
1997 to 1995			199		(199)												
1997 to 1996			2,903		(2,903)												
2005 to 1996			1,920														
2005 to 1998				7,633													
2005 to 1999					7,207												
2005 to 1999						23,948											
2006 to 1999						34,151											
2006 to 2000							64,881										
2006 to 2001								48,360									
2007 to 2001								54,606									
2007 to 2002									138,554								
2007 to 2002									122,785								
2008 to 2002											1,949						
2008 to 2003																(122,785)	(1,949)
	0	0	0	0	0	0	0	0	0	0	0	(167,020)	0	0	0	0	(424,019)
San Leandro	0	0	0	0	0	0	0	0	0	0	0	(64,910)	11,721	64,159	82,161	53,223	
2005 to 2004												11,721	(11,721)				
2006 to 2004												53,189		(53,189)			
	0	0	0	0	0	0	0	0	0	0	0	0	0	10,970	82,161	53,223	146,355
Santa Maria	0	0	0	0	0	0	0	0	0	0	0	0	8,571	35,685	43,641	28,008	115,905
No transfers																	
Santee	0	0	0	0	0	0	0	0	0	0	0	(14,769)	3,893	16,622	20,833	13,153	
2005 to 2004												3,893	(3,893)				
2006 to 2004												10,876		(10,876)			
	0	0	0	0	0	0	0	0	0	0	0	0	0	5,746	20,833	13,153	39,732
SCORE	0	7,272	(8,780)	(7,633)	1,118	(2,089)	(17,761)	(19,283)	(28,495)	(72,698)	(84,166)	(50,191)	9,847	48,689	58,738	35,841	
1994 to 1995		(7,272)	7,272														
1997 to 1995			1,118		(1,118)												
2005 to 1995			390										(390)				
2005 to 1996				7,633									(7,633)				
2005 to 1998						1,824							(1,824)				
2006 to 1998						265								(265)			
2006 to 1999							17,761										
2006 to 2000								19,283									
2006 to 2001									11,380								
2007 to 2001									17,115								
2007 to 2002										41,623					(17,115)		
2008 to 2002										31,075					(41,623)		
2008 to 2003											4,766					(31,075)	(4,766)
	0	0	0	0	0	0	0	0	0	0	0	(50,191)	0	0	0	0	(129,592)
SDWCA	23,274	19,934	(23,696)	(3,005)	0	0	0	0	0	(261,587)	(367,352)	(8,403)	0	0	0	0	
1993 to 1995	(23,274)		23,274														
1994 to 1995		(422)	422														
1994 to 1996		(3,005)		3,005													
1994 to 2002		(16,507)								16,507							

[illegible]

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Deficit Curing Plan
Transfer of Surplus to Deficit Years by Member

	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	Total Deficit
1997 to 1996				3,606	(3,606)												
2005 to 1996				3,304									(3,304)				
2005 to 1998						7,919							(7,919)				
2005 to 1999							4,093						(4,093)				
2006 to 1999							68,018							(68,018)			
2006 to 2000								711						(711)			
2007 to 2000								63,446							(63,446)		
2007 to 2001									24,703						(24,703)		
2008 to 2001									57,509							(57,509)	
	0	(0)	(0)	(0)	0	(0)	(0)	(0)	(25,513)	(298,378)	(282,844)	(136,789)	(0)	(0)	0	(0)	(743,526)
VCIPA	8,659	8,898	(10,445)	(11,017)	1,592	(3,418)	(25,714)	(27,842)	(41,696)	(67,235)	(82,944)	(50,084)	10,323	44,150	36,278	22,081	
1993 to 1995	(8,659)		8,659														
1994 to 1995		(1,786)	1,786														
1994 to 1996		(7,112)		7,112													
1997 to 1996					(1,592)												
2005 to 1996													(2,313)				
2005 to 1998													(3,418)				
2005 to 1999													(4,592)				
2006 to 1999						3,418								(21,122)			
2006 to 2000							21,122							(23,028)			
2007 to 2000								23,028									
2007 to 2001								4,814							(4,814)		
2008 to 2001									31,464						(31,464)		
2008 to 2002									10,232	11,849						(10,232)	
																(11,849)	
	(0)	0	0	(0)	(0)	(0)	0	(0)	0	(55,386)	(82,944)	(50,084)	0	0	(0)	0	(188,413)
Vista	0	0	0	0	0	0	0	0	0	0	0	(35,982)	10,407	42,262	50,382	32,790	
2005 to 2004												10,407	(10,407)				
2006 to 2004												25,575		(25,575)			
	0	0	0	0	0	0	0	0	0	0	0	(0)	0	16,687	50,382	32,790	99,859

EXHIBIT D

Final Surplus and Deficit Allocation by Member

LAWCX
Deficit Curing Plan
Final Surplus and Deficit Allocation by Member
(after surplus transfer)

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R
	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	Remaining Deficit to be Assessed	Annual Assessment Installment
Alameda	(0)	(0)	(0)	(0)	(0)	(0)	(0)	(0)	(0)	(62,589)	(229,350)	(160,790)	0	0	0	(0)	(452,731)	(45,273)
Albany	0	(0)	0	(1,250)	0	(1,307)	(9,848)	(10,240)	(13,498)	(31,967)	0	0	0	0	0	0	(68,110)	(6,811)
Albany CSJPA	0	0	0	0	0	0	0	(981)	(1,983)	(5,028)	0	0	0	0	0	0	(7,951)	(799)
ACWA/JPIA	(0)	1,782	0	0	1,507	0	0	0	0	0	0	0	0	0	0	0	(0)	(0)
ABAG	0	0	0	0	0	0	0	0	0	0	(31,360)	(11,057)	(0)	(0)	(0)	0	(42,418)	(4,242)
BCJPIA	0	0	0	0	0	0	0	0	0	0	0	(211,315)	0	0	0	0	(211,316)	(21,132)
Benicia	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	(0)	(0)
Brisbane	0	0	0	0	0	0	0	0	(10,779)	(28,830)	0	0	0	0	0	2,758	(39,609)	(3,961)
CCCSIF	0	0	0	0	0	0	0	0	0	0	(315,794)	(218,962)	9	0	0	0	(534,756)	(53,476)
CHWCA	0	0	0	0	0	0	0	0	0	0	0	0	28,520	113,436	117,799	64,917	0	0
CSJVRMA	0	0	0	0	0	0	0	0	(0)	(356,232)	(628,425)	(430,322)	0	(0)	(0)	0	(1,414,980)	(141,498)
Clovis	0	0	(0)	0	0	(0)	(0)	(0)	(0)	(3,030)	(123,924)	(80,930)	(0)	(0)	(0)	0	(207,886)	(20,789)
Coronado	0	0	0	0	0	0	0	0	0	0	0	0	0	5,007	20,111	12,737	0	0
CCCTA	0	0	0	0	0	0	0	0	0	0	(31,243)	(31,535)	0	(0)	(0)	0	(62,779)	(6,278)
PERMA	(0)	0	0	(0)	0	(0)	0	(0)	0	0	0	0	0	0	0	0	(13,330)	(1,333)
Desert Hot Springs	0	0	0	0	0	0	0	(2,846)	(6,288)	0	0	0	0	0	0	0	(385,201)	(38,520)
East Bay Parks	0	(0)	0	0	0	0	0	0	(0)	(157,618)	(136,386)	(91,196)	0	(0)	0	0	(88,672)	(8,867)
Encinitas	0	0	0	0	0	0	0	0	0	(157,618)	(136,386)	(91,196)	0	(0)	0	0	(37,619)	(3,762)
Emeryville	(0)	(0)	(0)	(1,237)	(0)	(2,264)	(18,013)	(12,302)	(15,936)	(36,920)	0	0	0	0	0	0	(1,145,170)	(114,517)
MESA	0	0	0	0	0	0	0	(5,140)	(9,622)	(22,858)	0	0	0	0	0	0	(16,328)	(1,633)
FASIS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	(312,140)	(31,214)
Fremont	(0)	0	0	(0)	(0)	(0)	(21,876)	(113,707)	(167,205)	(440,323)	(275,793)	(126,265)	0	(0)	0	0	(274,456)	(27,446)
Gilroy	0	0	0	0	0	0	0	0	0	(93,229)	(146,767)	(72,142)	0	0	0	0	(141,734)	(14,173)
Livermore	0	(0)	0	0	0	(0)	0	(0)	(0)	(0)	(0)	(0)	0	0	0	0	0	0
Lodi	0	(0)	(0)	0	0	(0)	0	0	0	(63,223)	(130,978)	(80,252)	(0)	(0)	(0)	0	(0)	(0)
Los Gatos	0	0	0	0	0	(0)	0	0	0	(33,449)	(67,272)	(41,012)	0	(0)	(0)	0	0	0
MBASIA	0	0	0	0	0	0	0	0	0	0	0	0	10,244	46,680	53,653	39,773	0	0
MCLAIA	0	0	0	0	0	0	0	0	0	0	0	0	0	13,834	30,628	20,343	(0)	(0)
Merced	0	(0)	0	0	0	0	0	0	0	(5,980)	(98,918)	(65,991)	0	0	0	0	(170,869)	(17,089)
Morgan Hill	0	0	(0)	0	0	0	0	0	(0)	(2,070)	(56,850)	(36,542)	0	(0)	0	0	(9,546)	(9,546)
Newark	0	0	0	0	0	0	0	0	0	(86,820)	(100,396)	(67,100)	0	(0)	0	0	(254,317)	(25,432)
Pacific Grove	0	0	0	0	912	0	0	0	0	0	0	0	0	0	0	0	0	0
Palm Springs	(0)	0	(0)	(7,684)	(0)	(4,828)	(38,972)	0	0	0	0	0	0	0	0	0	(51,485)	(5,148)
PARDEC	0	14,896	(0)	(0)	0	0	0	0	0	0	0	0	0	0	0	0	(1)	(0)
PARSAC	0	(0)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	(378,504)	(37,850)
Piedmont	0	(0)	0	(753)	0	(1,289)	(10,241)	(11,209)	(17,393)	(42,205)	0	0	0	0	0	0	(83,091)	(8,309)
Placentia	0	0	0	0	0	0	0	0	0	0	0	(2,255)	0	(0)	(0)	0	(2,256)	(226)
Pleasanton	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Rialto	0	0	0	0	1,927	0	0	0	0	0	0	0	0	0	0	0	0	0
Roseville	0	0	(0)	0	0	0	0	0	0	0	0	0	0	0	0	0	(424,022)	(42,402)
San Leandro	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Santa Maria	0	0	0	0	0	0	0	0	0	0	0	0	8,571	35,685	43,641	28,008	0	0
Santee	0	0	0	0	0	0	0	0	0	0	0	0	(0)	5,746	20,833	13,153	(0)	(0)
SCORE	0	(0)	0	0	0	0	0	0	0	0	(79,400)	(50,191)	0	0	0	0	(129,593)	(12,959)
SDWCA	0	0	0	0	0	0	0	0	0	(245,080)	(367,352)	(8,403)	0	0	0	0	(620,836)	(62,084)
South Lake Tahoe	0	0	0	0	0	0	0	0	0	(71,591)	(66,415)	(40,199)	(0)	0	0	0	(178,206)	(17,821)
Suisun City	0	0	0	0	0	0	0	0	0	0	0	(1,010)	0	(0)	(0)	0	(1,011)	(101)
Sunline Transit Ag	0	0	0	0	0	(720)	(7,885)	(9,732)	(17,491)	(41,136)	0	0	0	0	0	0	(76,965)	(7,697)
Union City	(0)	(0)	(0)	0	0	(0)	(20,358)	(24,368)	(47,471)	(124,156)	0	0	0	0	0	0	(216,354)	(21,635)
Vacaville	(0)	0	0	0	0	0	0	0	0	(110,153)	(201,647)	(131,623)	0	(0)	(0)	0	(443,425)	(44,343)
Vallejo	0	(0)	0	0	0	0	0	0	(25,513)	(296,378)	(282,844)	(136,789)	(0)	(0)	(0)	0	(743,526)	(74,353)
VCJPA	(0)	0	0	0	0	0	0	0	0	(55,386)	(82,944)	(50,084)	0	0	0	0	(188,416)	(18,842)
Vista	0	0	0	0	0	0	0	0	0	0	0	0	0	16,687	50,382	32,790	(0)	(0)
Surplus (Deficit) After Offsets	(2)	16,677	0	(10,924)	4,346	(10,858)	(130,940)	(190,526)	(333,179)	(2,420,246)	(3,856,785)	(2,562,090)	93,743	421,767	682,504	529,310	(9,515,590)	(951,559)

EXHIBIT E

Resolution No. 2-2017

**A Resolution Of The Board Of Directors Of The Local Agency
Workers' Compensation Excess Joint Powers Authority
Adopting \$250,000 Pool Deficit Curing And Assessment Plan
And Approving Related Assessments**

RESOLUTION NO. 2-2017

A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE LOCAL AGENCY WORKERS' COMPENSATION
EXCESS JOINT POWERS AUTHORITY
ADOPTING \$250,000 POOL DEFICIT CURING AND ASSESSMENT PLAN
AND APPROVING RELATED ASSESSMENTS

BE IT RESOLVED by the Board of Directors of the Local Agency Workers' Compensation Excess Joint Powers Authority as follows:

1. **Background Recitals.** This resolution is adopted with reference to the following background facts and recitals:

a. Local Agency Workers' Compensation Excess Joint Powers Authority ("LAWCX") is an excess workers' compensation self-insurance pool. LAWCX collects member contributions and maintains funds to cover the cost of claims. LAWCX's net financial position or equity suffered a significant reduction from approximately \$27 million in 2013 to \$13 million at the end of the 2016-17 program year. This reduction was caused primarily by several large workers' compensation claims during 2014-16.

b. LAWCX maintains three separate funding pools: \$150,000 pool; \$250,000 pool (the primary pool); and, mid-layer pool. The \$250,000 pool has a total net position of \$16.7 million (at the end of the 2016-17 program year), but it has deficits in 10 program years totaling \$14.3 million.

c. The LAWCX Bylaws authorize the Board to assess the participating members to cover or fund the deficit in any program year. In 2017, the Board amended the Bylaws to allow for the transfer of a member's surplus funds from positive program years to offset the member's deficit in negative years in calculating the member's assessment.

d. In 2017, the Board directed the Executive Director, in consultation with the Executive Committee, to evaluate and develop a long-range plan to cure the deficits in the \$250,000 pool through assessments against the participating members together with offsetting surplus funds from positive program years against deficits in negative years. The Executive Director has prepared the LAWCX Deficit Curing and Assessment Plan dated April 2018 (the "Plan"). The Plan addresses program years that are at least 10 years old. The Plan calculates the surplus and deficit in each program year at the 80% confidence level using confidence level factors contained in the actuarial report dated September 28, 2017, allocates the surplus and deficit in each program year to the participating members, transfers the program year surplus to the deficit program years on a member-by-member basis, and calculates an assessment payable over ten years to participating members. The Executive Director and Executive Committee recommend that the Board adopt and implement the Plan.

e. The Board finds and determines that (1) the total liabilities and obligations for certain program years (as described in the Plan) exceed the total assets for the year, (2) it is appropriate and prudent to impose an assessment on the members participating in those

program years in order to cure the deficiency, (3) it is fair and appropriate to allow a member's surplus funding in one program year to offset its deficit in another program year (as authorized by LAWCX Bylaws article VIII(5)(C)), and (4) the assessments as set forth in the Plan and approved by this resolution are fiscally prudent and appropriate in order to maintain the long-term financial stability of the LAWCX funding and pools.

2. Authority. This resolution is adopted pursuant to 1992 Joint Exercise of Powers Agreement to Establish, Operate, and Maintain a Joint Program for Workers' Compensation Excess Protection sections 3, 5, 7, and 8, LAWCX Bylaws articles VII, VIII, and XIII, and other applicable legal and contract authority. The Plan and related assessments apply to former LAWCX members with respect to program years in which they participated. This ongoing liability of a former member for Board-approved assessments for past program years is based on and authorized by Joint Exercise of Powers Agreement section 8 and Bylaws article XIII.

3. Plan Adoption. The Board adopts the Plan in the form as presented at this meeting.

4. Assessment Approval. The Board approves the assessments against the LAWCX members and former members as set forth and described in the Plan. The assessments will be billed and collected over a ten-year period as provided in the Plan. However, if a member chooses to pay the full balance of its total assessment by August 15, 2019, the total assessment owed shall be reduced by ten percent. If a member does not pay an annual assessment installment within 90 days of the due date stated on the LAWCX assessment invoice, the member shall pay to LAWCX a penalty in the amount of \$500. The Board authorizes and directs the Executive Director to bill and collect the assessments and any discounts or penalties in the manner described in the Plan and as otherwise provided in the LAWCX governing documents.

PASSED AND ADOPTED by the Board of Directors of the Local Agency Workers' Compensation Excess Joint Powers Authority on June 5, 2018 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Attest:


President, Board of Directors


Secretary



COUNCIL COMMUNICATION

CC #: 0192
File #: 0400-07

Title: Sierra Vista - KV Sierra Vista, LLC Final Map
Contact: Kerry Andrews 916-774-5346 kandrews@roseville.ca.us

Meeting Date: 7/17/2019
Item #: 7.17.

RECOMMENDATION TO COUNCIL

It is recommended that the City Council take the following actions:

1. Approve the final map on file with the City Clerk and accept on behalf of the public, subject to improvement, the easements offered thereon, but reject at this time, on behalf of the public, all irrevocable offers of dedication, and approve the abandonment of the irrevocable offers of dedication listed thereon.

BACKGROUND

The Development Services - Engineering section has reviewed the subject final map and found that it is in compliance with the Subdivision Map Act and the City's Subdivision Ordinance and all conditions of the tentative map have been met.

This map will be creating 4 large lots for future development and 1 public open space lot.

FISCAL IMPACT

Not applicable.

ECONOMIC DEVELOPMENT / JOBS CREATED

Acceptance of this map will result in the development of the associated large lot parcels, creating jobs associated with the construction of future projects.

ENVIRONMENTAL REVIEW

Approval of the Sierra Vista - KV Sierra Vista, LLC final map is an action that is subject to CEQA. Project level CEQA compliance for the Sierra Vista - KV Sierra Vista, LLC final map was accomplished with preparation of the Sierra Vista Specific Plan EIR (Adopted: May 5, 2010) (SCH#2008032017) and the Mitigated Negative Declaration (MND) and associated Mitigation Monitoring Program approved by the City of Roseville on June 6, 2012. Because the Sierra Vista - KV Sierra Vista, LLC final map is consistent with project evaluated in the Sierra Vista Specific Plan EIR, no new effects would be expected to occur and all applicable mitigation measures from the Sierra Vista Specific Plan EIR will be implemented. As such, no additional CEQA action is required at this time.

Respectfully Submitted,

Kerry Andrews, Assistant Engineer

Mike Isom, Development Service Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Final Map

OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CERTIFY THAT THEY ARE THE ONLY PERSONS HAVING ANY RECORD TITLE INTEREST IN THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THIS FINAL MAP OF "SIERRA VISTA - KV SIERRA VISTA, LLC LARGE LOT SUBDIVISION" AND THEY HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP AND HEREBY OFFER FOR DEDICATION AND DO HEREBY DEDICATE FOR SPECIFIC PURPOSES THE FOLLOWING:

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

- (A) PUBLIC EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF, BUT NOT LIMITED TO ELECTROLIERS, WATER AND GAS PIPES, SEWER AND DRAINAGE PIPES, AND FOR UNDERGROUND WIRE AND CONDUITS FOR ELECTRIC, TELEPHONE AND TELEVISION SERVICES AND TRAFFIC CONTROL APPURTENANCES TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS THOSE STRIPS OF LAND LYING CONTIGUOUS TO THE RIGHT OF WAY AS SHOWN HEREON AND DESIGNATED "P.U.E." (PUBLIC UTILITY EASEMENT).
- (B) AS SHOWN ON LOT 4 A PUBLIC UTILITY EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF BUT NOT LIMITED TO ELECTROLIERS, WATER AND GAS PIPES, SEWER FOR UNDERGROUND WIRE AND CONDUITS FOR ELECTRIC, TELEPHONE, TELEVISION SERVICES TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS THOSE STRIPS OF LAND LYING CONTIGUOUS TO THE PROPERTY LINE AS SHOWN HEREON AND DESIGNATED "P.U.E." (PUBLIC UTILITY EASEMENT).

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

- (A) AS PUBLIC RIGHT OF WAY (INCLUDING ALL IMPROVEMENTS THEREON) THE STREETS SHOWN HEREON AS BASELINE ROAD, WESTBROOK BOULEVARD, SANTUCCI BOULEVARD, SIERRA VILLAGE DRIVE. SAID STREETS ARE ALSO SHOWN HEREON AS I.O.D. / R.O.W. (IRREVOCABLE OFFER OF DEDICATION AS RIGHT OF WAY.)
- (B) LOT 3 SHOWN HEREON TO THE CITY OF ROSEVILLE FOR OPEN SPACE PURPOSES.

KV SIERRA VISTA, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

BY: _____

CHRIS N. VRAME
MANAGER

NOTARY'S ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF _____

ON _____, BEFORE ME, _____, A NOTARY PUBLIC

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

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

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE _____ PRINTED NAME _____

MY PRINCIPAL PLACE OF BUSINESS IS _____ COUNTY

MY COMMISSION EXPIRES: _____ MY COMMISSION NUMBER: _____

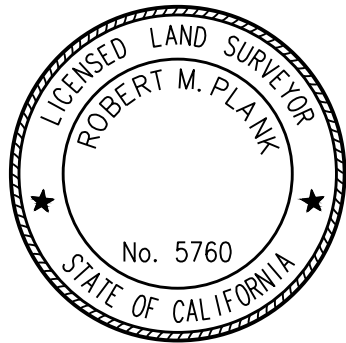
SURVEYOR'S STATEMENT

THIS FINAL MAP OF "SIERRA VISTA - KV SIERRA VISTA, LLC LARGE LOT SUBDIVISION" 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 ORDINANCES AT THE REQUEST OF CHRIS VRAME, OCTOBER 2018. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP. ALL MONUMENTS SHOWN HEREON ARE OF THE CHARACTER AND WILL OCCUPY THE POSITIONS INDICATED, AND WILL BE SET BY DECEMBER 31, 2021 AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

MACKAY & SOMPS CIVIL ENGINEERS, INC.

ROBERT M. PLANK
P.L.S 5760 EXP. 06-30-2020

DATE: _____



CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "SIERRA VISTA - KV SIERRA VISTA, LLC LARGE LOT SUBDIVISION" 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.

DATE: _____

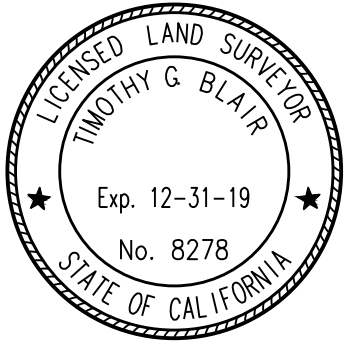
MARC STOUT, R.C.E. 69879
CITY ENGINEER, CITY OF ROSEVILLE
LICENSE EXPIRES: SEPTEMBER 30, 2020

I HEREBY STATE THAT I AM SATISFIED THIS THIS FINAL MAP OF "SIERRA VISTA - KV SIERRA VISTA, LLC LARGE LOT SUBDIVISION" IS TECHNICALLY CORRECT.

FOR MARC STOUT, CITY ENGINEER, CITY OF ROSEVILLE

DATE: _____

TIMOTHY G. BLAIR, PLS 8278
EXPIRES DECEMBER 31, 2019



CITY CLERK'S STATEMENT

I HEREBY CERTIFY THAT THE CITY COUNCIL, CITY OF ROSEVILLE, HAS APPROVED THIS FINAL MAP OF "SIERRA VISTA - KV SIERRA VISTA LARGE LOT SUBDIVISION", AND HAS ACCEPTED ON BEHALF OF THE PUBLIC, SUBJECT TO IMPROVEMENT, THE EASEMENTS OFFERED HEREON FOR DEDICATION. THE CITY COUNCIL REJECTS AT THIS TIME, BUT RESERVES THE RIGHT TO ACCEPT AT A LATER DATE, ON BEHALF OF THE PUBLIC ALL IRREVOCABLE OFFERS OF DEDICATION IN ACCORDANCE WITH THE TERMS OF THOSE OFFERS AND DOES ALSO HEREBY APPROVE THE ABANDONMENT OF THE IRREVOCABLE OFFERS OF DEDICATION OF LAND, RIGHTS OF WAY AND EASEMENTS LISTED HEREON WITHIN NOTE 3 ON SHEET 2.

CITY CLERK, CITY OF ROSEVILLE

DATE: _____ BY: _____
ASSISTANT CITY CLERK

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2019, AT _____, M. IN BOOK _____ OF MAPS, AT PAGE _____, IN THE OFFICE OF THE PLACER COUNTY RECORDER, AT THE REQUEST OF MACKAY & SOMPS CIVIL ENGINEERS, INC.

RECORDER OF PLACER COUNTY
STATE OF CALIFORNIA

BY: _____ FEE: \$ _____
DEPUTY

FINAL MAP OF
SIERRA VISTA
KV SIERRA VISTA, LLC
LARGE LOT SUBDIVISION
SUBDIVISION NO. PL15-0192

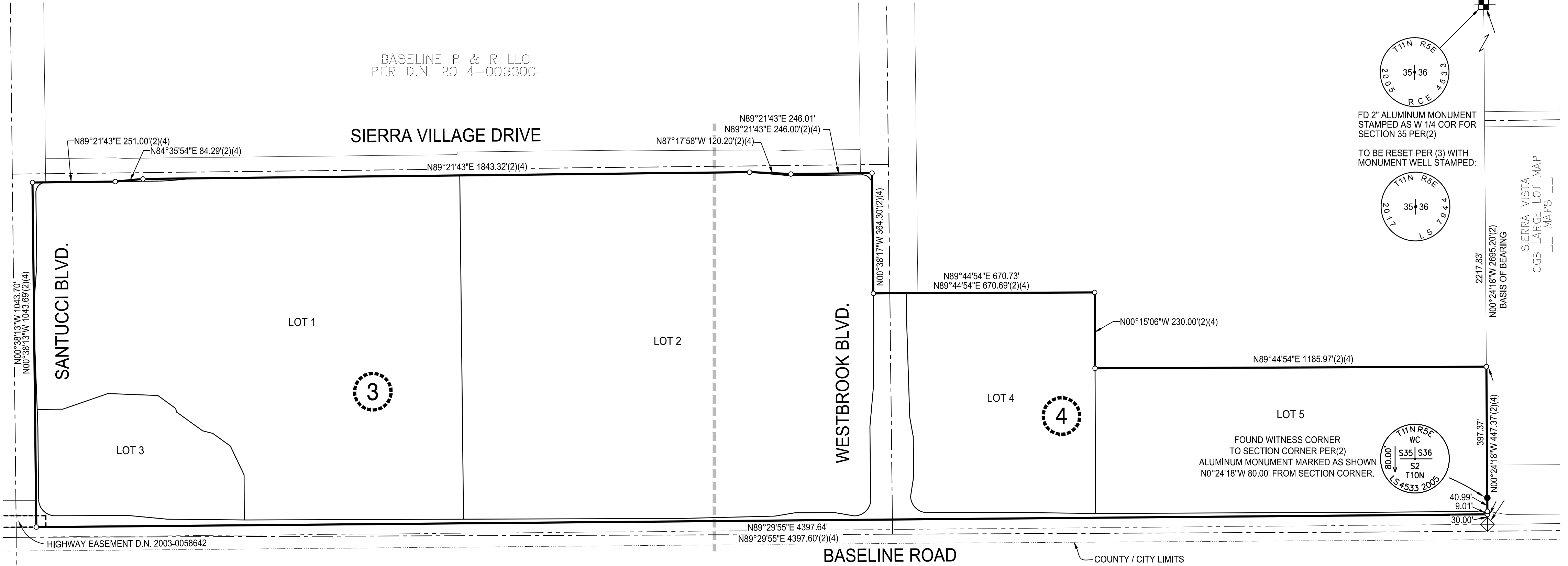
BEING A SUBDIVISION OF RESULTANT PARCEL 4 AS DESCRIBED IN LOT LINE ADJUSTMENT NO. PL13-0236, SHOWN IN THE CERTIFICATE OF COMPLIANCE RECORDED FEBRUARY 19, 2014, DOCUMENT NO. 2014-0010531, OFFICIAL RECORDS AND IN THE CORRECTIVE CERTIFICATE RECORDED APRIL 21, 2014, DOCUMENT NO. 2014-0024961 OFFICIAL RECORDS.

CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

Mackay & Soms
ENGINEERS PLANNERS SURVEYORS
1552 Eureka Road, Suite 100, Roseville, CA 95661 (916) 773-1189

JUNE 2019

SHEET 1 OF 4 18254-KV0



LEGEND

- ◆ SECTION CORNER, NO MONUMENT FOUND OR SET
- FOUND QUARTER SECTION CORNER AS NOTED
- FOUND MONUMENT AS NOTED
- ⊗ FOUND COPPERWELD SURVEY MONUMENT WITH CENTER PUNCH IN MONUMENT WELL STAMPED "LS 5760"
- ⊘ SET 3/4" IRON PIPE WITH PLASTIC PLUG STAMPED "LS 5760"
- DIMENSION POINT (NOTHING FOUND OR SET)
- AC. ACRES
- CB CHORD BEARING
- CD CHORD DISTANCE
- D.N. DOCUMENT NUMBER
- I.O.D. IRREVOCABLE OFFER OF DEDICATION
- (OA) OVERALL
- O.R. OFFICIAL RECORDS OF PLACER COUNTY
- P.U.E. PUBLIC UTILITY EASEMENT
- SEC SECTION CORNER
- (R) RADIAL BEARING
- R.O.W. RIGHT OF WAY
- () DENOTES RECORD INFORMATION
- ① SHEET INDEX

NOTES:

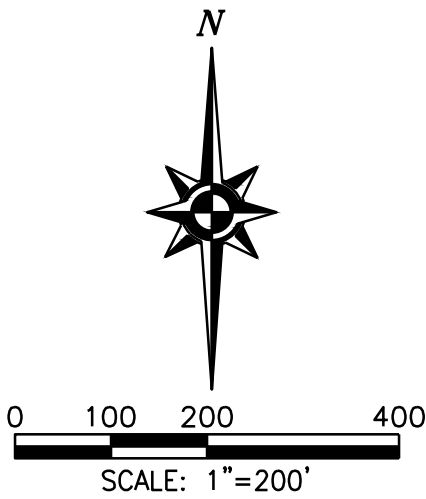
1. ALL CURVES ARE DIMENSIONED WITH RADIUS, DELTA, ARC LENGTH, CHORD BEARING AND CHORD LENGTH. CHORD LENGTHS MAY CONTAIN SOME ROUNDING ERROR. ALL DISTANCES SHOWN ARE FEET AND DECIMALS THEREOF.
2. TOTAL AREA FOR THIS SUBDIVISION IS 84.20± ACRES, CONSISTING OF 4 LARGE LOTS AND 1 PUBLIC OPEN SPACE LOT.
3. PURSUANT TO SECTION 66499.20.2 OF THE GOVERNMENT CODE, THE LANDS SHOWN HEREON, ARE HEREBY MERGED AND RE-SUBDIVIDED, AND THE FOLLOWING IRREVOCABLE OFFERS OF DEDICATION OF RIGHT OF WAY, OPEN SPACE, PUBLIC UTILITY EASEMENT AND DRAINAGE EASEMENT THAT AFFECT THIS MAP ARE HEREBY ABANDONED:
- A. AREA R-1, R-2 AND R-6 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED JULY 24, 2015 IN DOCUMENT NO. 2015-0064318, OFFICIAL RECORDS PLACER COUNTY.
- B. AREA O-2 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED JULY 24, 2015 IN DOCUMENT NO. 2015-0064318, OFFICIAL RECORDS PLACER COUNTY.
- C. AREA E-5, E-9, AND R-6 AS DESCRIBED IN THAT CERTAIN EASEMENT RECORDED JULY 24, 2015 IN DOCUMENT NO. 2015-0064326, OFFICIAL RECORDS PLACER COUNTY.
- D. AREA E-21 AND E-22 AS DESCRIBED IN THAT CERTAIN EASEMENT RECORDED JULY 24, 2015 IN DOCUMENT NO. 2015-0064325, OFFICIAL RECORDS PLACER COUNTY.
- E. AREA R-1, R-2, AND R-7 AS DESCRIBED IN THAT CERTAIN EASEMENT RECORDED JULY 24, 2015 IN DOCUMENT NO. 2015-0064325, OFFICIAL RECORDS PLACER COUNTY.

BASIS OF BEARINGS:

THE BEARING N 00°24'18" E, BEING THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 11 NORTH, RANGE 5 EAST AS SHOWN ON THAT CERTAIN RECORD OF SURVEY ENTITLED "RECORD OF SURVEY NO. 3221" RECORDED JULY 24, 2015 IN BOOK 22 OF SURVEYS, AT PAGE 135, PLACER COUNTY RECORDS. DISTANCES SHOWN HEREON ARE GROUND DISTANCES.

REFERENCES:

- (1) 18 R.S. 118
- (2) 22 R.S. 135
- (3) EE MAPS 6
- (4) DN 2014-0010531 & DN 2014-0024961



FINAL MAP OF
SIERRA VISTA
KV SIERRA VISTA, LLC
LARGE LOT SUBDIVISION
SUBDIVISION NO. PL15-0192

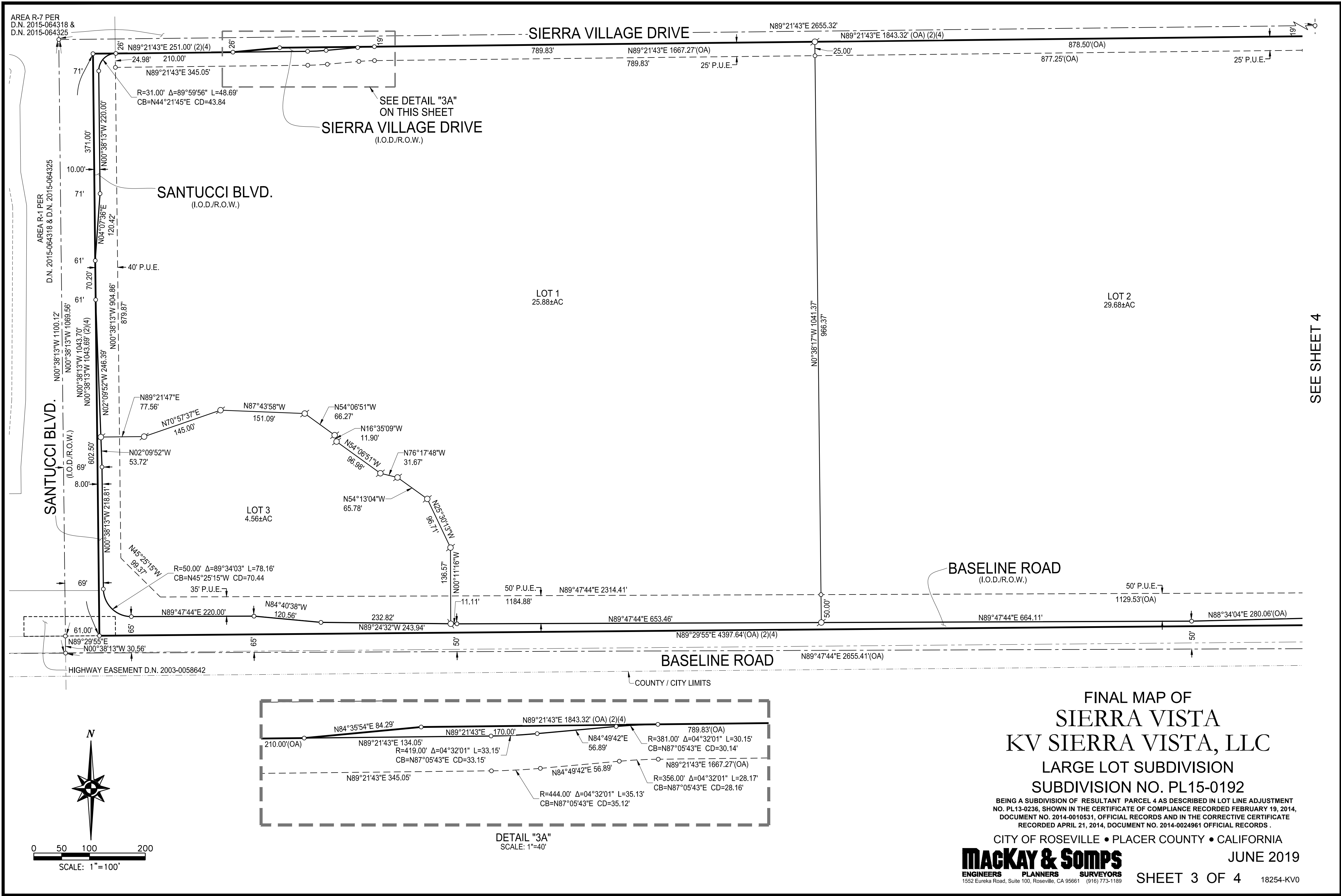
BEING A SUBDIVISION OF RESULTANT PARCEL 4 AS DESCRIBED IN LOT LINE ADJUSTMENT NO. PL13-0236, SHOWN IN THE CERTIFICATE OF COMPLIANCE RECORDED FEBRUARY 19, 2014, DOCUMENT NO. 2014-0010531, OFFICIAL RECORDS AND IN THE CORRECTIVE CERTIFICATE RECORDED APRIL 21, 2014, DOCUMENT NO. 2014-0024961 OFFICIAL RECORDS.

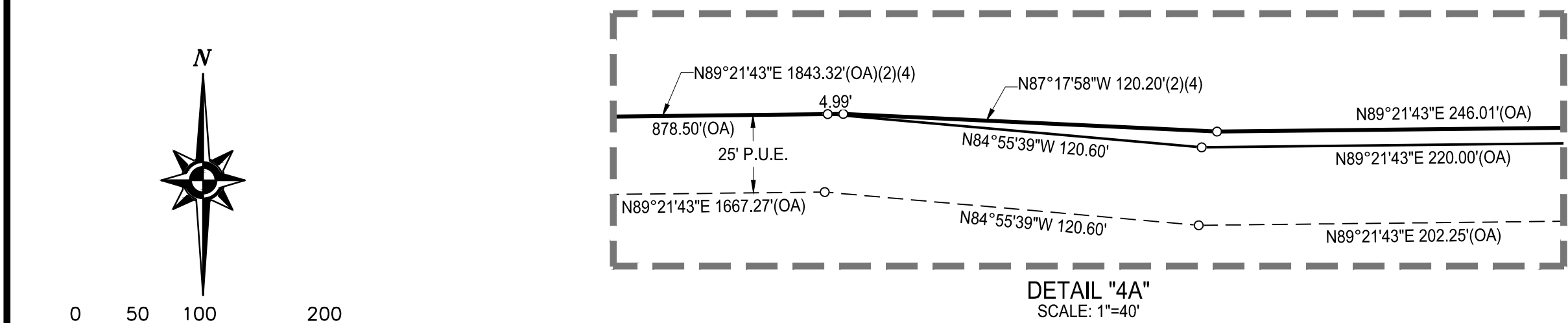
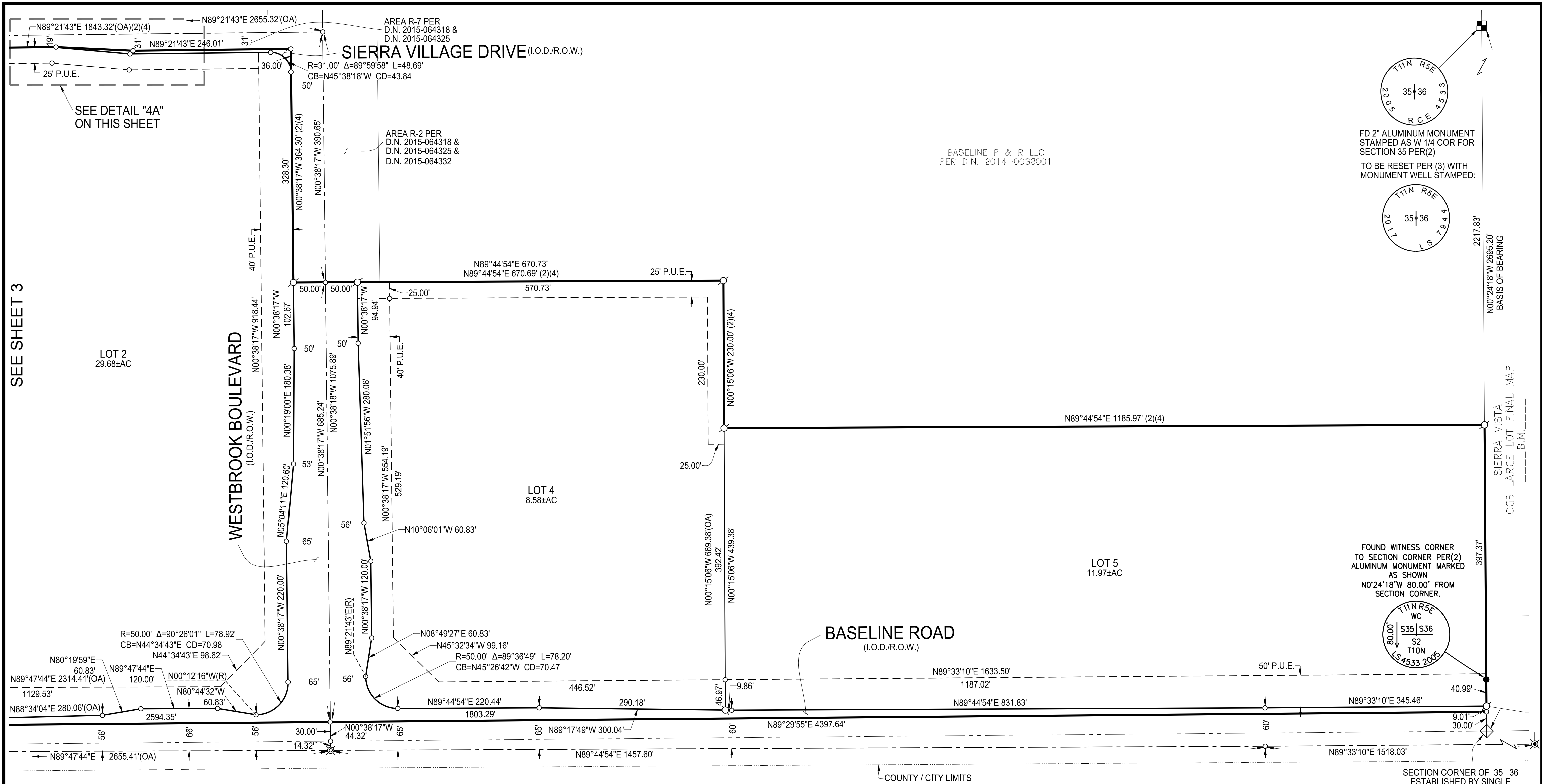
CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

Mackay & Somp
ENGINEERS PLANNERS SURVEYORS
1552 Eureka Road, Suite 100, Roseville, CA 95661 (916) 773-1189

JUNE 2019

SHEET 2 OF 4 18254-KV0





FINAL MAP OF
SIERRA VISTA
KV SIERRA VISTA, LLC
LARGE LOT SUBDIVISION
SUBDIVISION NO. PL15-0192

BEING A SUBDIVISION OF RESULTANT PARCEL 4 AS DESCRIBED IN LOT LINE ADJUSTMENT
NO. PL13-0236, SHOWN IN THE CERTIFICATE OF COMPLIANCE RECORDED FEBRUARY 19, 2014,
DOCUMENT NO. 2014-0010531, OFFICIAL RECORDS AND IN THE CORRECTIVE CERTIFICATE
RECORDED APRIL 21, 2014, DOCUMENT NO. 2014-0024961 OFFICIAL RECORDS.

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Mackay & Somp
ENGINEERS PLANNERS SURVEYORS
1552 Eureka Road, Suite 100, Roseville, CA 95661 (916) 773-1189

JUNE 2019



COUNCIL COMMUNICATION

CC #: 0190
File #: 0102-10

Title: Resolution of Commendation to Dianne Mangino
Contact: M. Bettencourt 916-774-5266 mbettencourt@roseville.ca.us

Meeting Date: 7/17/2019
Item #: 7.18.

RECOMMENDATION TO COUNCIL

Recommend Dianne Mangino be commended for 21 years of outstanding service and dedication to the City of Roseville and wished a long, healthy, and enjoyable retirement.

BACKGROUND

Not applicable.

FISCAL IMPACT

Not applicable.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

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 (CEQA Guidelines §15061(b)(3)). Ceremonial documents do not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Mackenzie Bettencourt, Deputy City Clerk

Sonia Orozco, City Clerk



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution of Commendation for Dianne Mangino

CITY OF ROSEVILLE



OF

COMMENDATION

WHEREAS, Dianne Mangino, began her distinguished career with the City of Roseville as an Administrative Clerk I in the City Manager's Office in April 1998; and

WHEREAS, Dianne transferred to the Finance Department in July of 2001 as an Administrative Clerk I, and was promoted to an Administrative Clerk II in October 2001; and

WHEREAS, Dianne transferred to the Building Division as an Administrative Clerk II in October of 2004; and

WHEREAS, Dianne transferred to the Engineering Division of the Public Works Department as an Administrative Clerk II in June of 2009 and was promoted to an Administrative Technician II in January of 2013

WHEREAS, in September of 2016, Diane was awarded the 2015 Pride of Roseville Innovation Team Award for the Emergency Preparedness Flip Book she helped create to keep Engineering Division staff members safe during emergencies; and

WHEREAS, Diane was promoted to Acting Administrative Assistant to the Public Works Director in December of 2018 and was responsible for the development and documenting of many office procedures in use today by the Engineering and Administrative Divisions of Public Works; and

WHEREAS, Diane continuously learned new tasks and skills, and was always willing to teach that knowledge to others, and throughout her career, Diane demonstrated a spirit of innovation, dedication to her work, and personal integrity and Diane will be greatly missed and remembered by all her friends, coworkers and her supervisor.

NOW, THEREFORE, I, JOHN B. ALLARD II, MAYOR OF THE CITY OF ROSEVILLE, CALIFORNIA, do hereby commend **DIANNE MANGINO** for her 21 years of outstanding service and dedication to the City of Roseville and extend wishes for a long, healthy, and enjoyable retirement.

SIGNED this 17TH day of July, 2019.

JOHN B. ALLARD II, MAYOR

ATTEST:

SONIA OROZCO, CITY CLERK
CITY OF ROSEVILLE, CALIFORNIA





COUNCIL COMMUNICATION

CC #: 0178

File #: 0707

Title: Johnson Pool Reroof Project - Notice of Completion
Contact: Rjahja Canlas 916-774-5342 rcanlas@roseville.ca.us

Meeting Date: 7/17/2019

Item #: 8.1.

RECOMMENDATION TO COUNCIL

Accept the Johnson Pool Reroof Project as complete and adopt a resolution authorizing the Assistant City Manager to execute the attached Notice of Completion.

BACKGROUND

The Parks, Recreation & Libraries Department has made a final inspection of the Johnson Pool Reroof Project and has found that all contract work has been completed in accordance with the improvement plans and specifications. The project is now ready for acceptance. The project scope of work included repairs to the structural beams and roof of the lifeguard/restroom building at Johnson Pool. In accordance with City specifications, the contractor shall guarantee the installation of these improvements for a period of twelve (12) months from the date of this Notice of Completion.

FISCAL IMPACT

Funding for the project was approved in FY2017-18 using the Housing Related Parks Program grant funds. Maintenance for this facility is through the Parks, Recreation & Libraries Department operating budget. There will be no new General Fund impact.

ECONOMIC DEVELOPMENT / JOBS CREATED

Based on Federal guidelines, there is one job created for every \$92,000 in direct government spending. Based on that guideline, this project created two new jobs.

ENVIRONMENTAL REVIEW

The proposed project involves the repair and maintenance of an existing facility. This activity is

categorically exempt from CEQA as a Class 1 Exemption (State CEQA Guidelines Section 15301). The Exemption has been prepared and no further CEQA action is required.

Respectfully Submitted,

Rjahja Canlas, Park Development Analyst

Dion Louthan, Assistant City Manager

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

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 19-323

Notice of Completion

Exhibit "A"

RESOLUTION NO. 19-323

ACCEPTING THE PUBLIC WORK KNOWN AS JOHNSON POOL REROOF PROJECT,
APPROVING THE “NOTICE OF COMPLETION”, AND AUTHORIZING THE ASSISTANT
CITY MANAGER TO EXECUTE SAID NOTICE ON BEHALF OF THE
CITY OF ROSEVILLE

BE IT RESOLVED by the City 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 Johnson Pool Reroof Project, has been approved and the public work accepted.
2. The Assistant City Manager 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 _____, 2019, 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

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

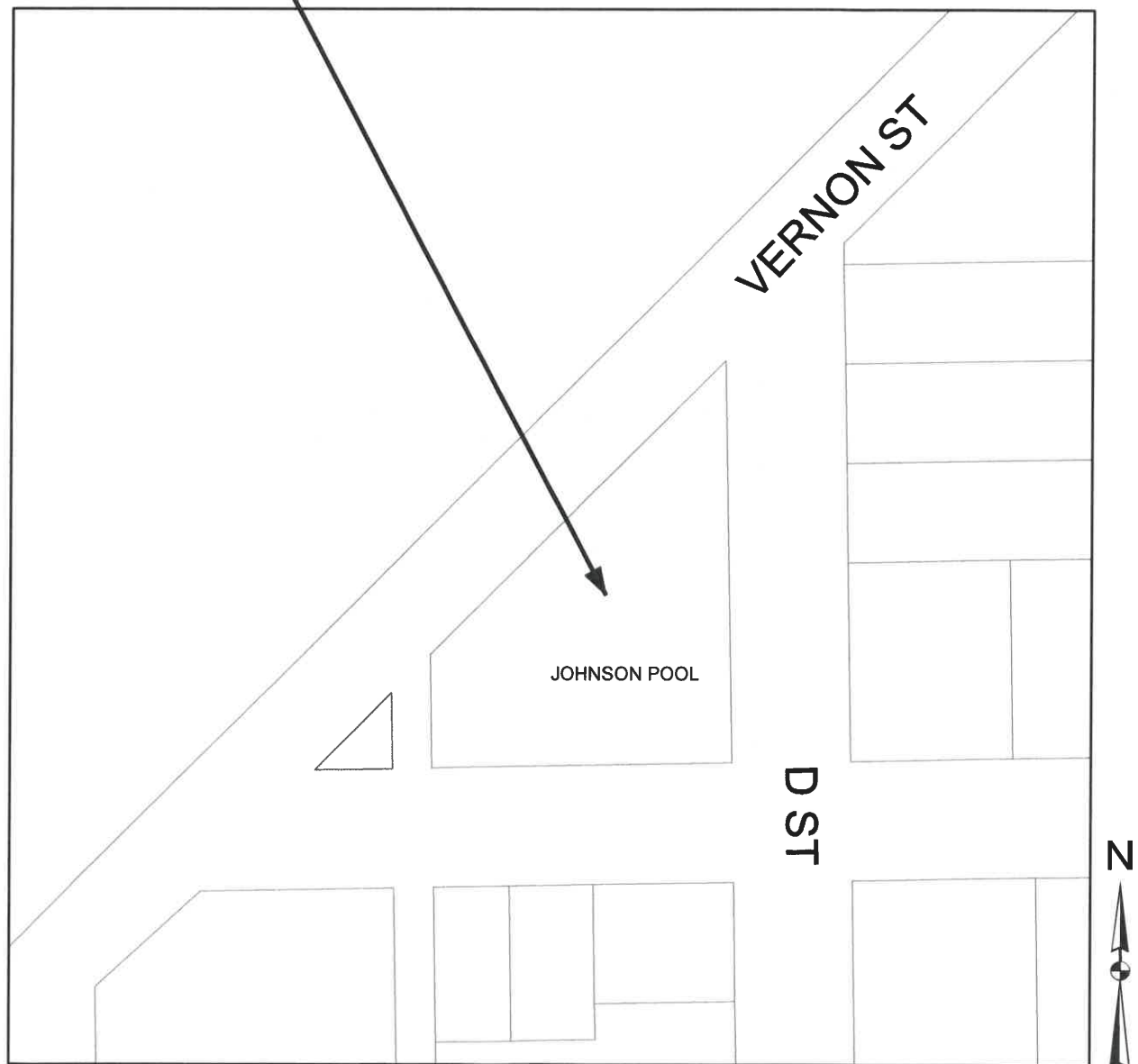
Signature of Notary Public

Exhibit A

Johnson Pool Reroof Project

The project scope of work included repairs to the structural beams and roof of the lifeguard/restroom building at Johnson Pool.

PROJECT SITE





COUNCIL COMMUNICATION

CC #: 0193

File #: 0400-04-09-1 & 1002

Title: West Roseville Specific Plan Parcels F-55 and W-60a - Purchase and Sale Agreement for Property Exchange

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

Meeting Date: 7/17/2019

Item #: 8.2.

RECOMMENDATION TO COUNCIL

Staff recommends City Council adopt the following resolutions:

1. 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 is in the City's best interest, authorizing the City Manager to execute a Purchase and Sale Agreement and Escrow Instructions; authorizing the City Manager during escrow to execute the Parcel F-55 Grant Deed (if necessary), the Stormwater Easement, all Assignment and Assumption Agreements, and all CFD Disclosures; and authorizing the City Manager or his designee to execute all other related escrow documents.
2. A resolution authorizing the Mayor and City Clerk to execute the Parcel F-55 Grant Deed in accordance with California Government Code Section 38509.

BACKGROUND

The City intended to create a multi-field sports facility on the City Property (Parcel F-55) in order to meet the community's increasing demands for long-field facilities for soccer, lacrosse, rugby, and other sports, and to create another venue for sports tourism in the City. The City began planning for this facility, which included the development of conceptual layouts and the completion of supporting technical studies. The technical studies documented severe development and environmental constraints as well as natural terrain issues, which significantly reduced the developable area for the park facilities. The site is also challenged by the lack of existing infrastructure, an irregular shape that constrained long-field development, and proximity to residential parcels.

Westpark owns WRSP Parcel W-60a, which has a non-residential land use designation and is located between Westpark Boulevard and the Pleasant Grove Wastewater Treatment Plant. This parcel has a more regular shape on flat land and has frontage on a completed roadway with installed water and sewer infrastructure. In addition, the Westpark property has approved wetland permits and all mitigation obligations have been met. The site is adjacent to another City-owned

park site, and development of the site with a multi-field sports facility would provide a buffer between the treatment plant to the east and residential parcels across Westbrook Boulevard to the west. Long-term, this site will also provide better circulation and access opportunities.

On March 20, 2019, City Council approved an Exclusive Right to Negotiate Agreement (ERNA) to set forth a framework by which the City and West Roseville, LLC (Westpark) could negotiate for the exchange of Parcel F-55 (City Property) for Parcel W-60a (Westpark property). The ERNA established a feasibility period of 45 days, ending on May 4, 2019, which could be extended subject to the approval of the City Manager. During the feasibility period, Westpark was to provide the City with all documents, studies, and reports which demonstrate the property is feasible to use for the City's purposes. As the end of the feasibility period approached, Westpark requested additional time for review of the materials, and the period was extended another 45 days, to June 18, 2019. The City and Westpark completed the documentation process and prepared a Purchase and Sale Agreement (Purchase Agreement) by the feasibility period deadline.

The ERNA established that the exchange would be for an equivalent amount of property: the City to receive 25.67 acres (all 25.2 acres of Parcel W-60a and 0.47 acres of Parcel W-60b) and Westpark to receive 25.67 acres of Parcel F-55. As a result of the ERNA feasibility period review of Title and site constraints, it was determined that existing conservation and other easements on Parcel F-55 reduced the amount of land area which could be granted to Westpark. Therefore, the attached Purchase Agreement establishes that the exchange will be for property substantially similar in size, which is currently estimated as: the City to receive 25.20 acres of Parcel W-60a and West Roseville, LLC to receive 25.03 acres of Parcel F-55.

The purpose of the Purchase Agreement is to lay out the terms and conditions of the property exchange, including purchase price, Title and insurance provisions, indemnification, disclosures, and the provisions which must be met prior to closing escrow. Key components of the Purchase Agreement include:

- The purchase price for both properties is ten dollars.
- By July 31, 2019, each party must notify the other in writing if there are any exceptions to Title. Any Title exceptions which each party agrees to remove must be resolved prior to close of Escrow.
- Close of escrow will occur within 35 days of the approval of the entitlements for F-55 or W-60a (whichever occurs later).
- The Purchase Agreement may be terminated at any time, by either party, should either buyer determine that the property is not suitable for acquisition and development; there are no penalties for termination.

The Purchase Agreement also lays out the entitlements and other actions expected to be required in order to develop each property as the buyer intends, as follows:

Parcel W-60a: The City proposes to acquire Parcel W-60a in order to develop a multi-field sports facility. This property has a land use and zoning designation of Light Industrial and M1/SA. The entitlements are expected to include a General Plan Amendment, Specific Plan Amendment, and Rezone to Parks and Recreation (PR), as well as an update to the Specific Plan to reflect a new conceptual park plan, and an amendment of the applicable Development

Agreement.

Parcel F-55: Westpark proposes to acquire Parcel F-55 and develop the site with residential units. This property has a land use and zoning designation of Parks and Recreation (PR). The entitlements are expected to include a General Plan Amendment, Specific Plan Amendment, and Rezone to a residential land use; a subdivision map; and an amendment of the applicable Development Agreement. Formal abandonment of the property as a park site will also be required at a future date and will require two public hearings.

The Purchase Agreement acknowledges that environmental review of both sites will be required as part of the entitlement process, and that this work shall be conducted at Westpark's expense. While the Purchase Agreement acknowledges these required processes and authorizes Westpark to apply for the necessary entitlements, it specifically states that approval is not guaranteed and that the City retains its ability to exercise discretion at such time as the entitlements are brought to public hearing through the City's normal entitlement review process. Therefore, City Council's approval of this Purchase Agreement does not constitute approval of the development of either property.

FISCAL IMPACT

There is no net fiscal impact to the City's General Fund related to the purchase of the property, because the City will both give and receive ten dollars for the purchase of W-60a and sale of F-55. The cost of entitlements, including environmental review, will be borne by Westpark, pursuant to the Purchase Agreement. Overall, development of the new sports field site on Parcel W-60a is anticipated to be less costly than development of the existing site on Parcel F-55. Therefore, no direct impacts to the General Fund are anticipated to result from this Purchase Agreement.

ECONOMIC DEVELOPMENT / JOBS CREATED

This Purchase Agreement will not result in the creation of any jobs.

ENVIRONMENTAL REVIEW

At this time the development plans for both properties are incomplete or absent. The Purchase Agreement acknowledges the required future actions of the entitlement processes and authorizes Westpark to apply for the necessary entitlements; it specifically states that approval is not guaranteed and that the City retains its ability to exercise discretion at such time as the entitlements are brought to public hearing through the City's normal entitlement review process. Therefore, City Council's approval of this Purchase Agreement does not constitute approval of the development of either property, nor does it commit the City to this development of either property.

Consistent with California Environmental Quality Act (CEQA) Guidelines §15004(b)(4), the Purchase Agreement is conditioned on completion of environmental review prior to close of escrow, does not commit the City to future action, does not restrict the City's consideration of feasible mitigation, and does not restrict the City from denial of the project entitlements. Therefore, this Purchase Agreement is exempt from the California Environmental Quality Act because 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 Guidelines §15060(c)(3) and §15378.

Respectfully Submitted,

Lauren Hocker, Senior Planner

Mike Isom, Development Services Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 19-337

Purchase and Sale Agreement

Resolution No. 19-338

RESOLUTION NO. 19-337

APPROVING A PURCHASE AND SALE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND WEST ROSEVILLE, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT AND ALL ESCROW RELATED DOCUMENTS ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, the City intended to create a multi-field sports facility on Parcel F-55 located in the West Roseville Specific Plan (WRSP) in order to meet the community's increasing demands for long field facilities for soccer, lacrosse, rugby, and other sports, and to create another venue for sports tourism in the City; and

WHEREAS, technical studies documented severe development and environmental constraints as well as natural terrain issues, which significantly reduced the developable area for the park facilities; and

WHEREAS, the site is also challenged by the lack of existing infrastructure, an irregular shape that constrained long-field development, and proximity to residential parcels; and

WHEREAS, Westpark owns WRSP Parcel W-60a, which has a non-residential land use designation and is located between Westpark Boulevard and the Pleasant Grove Wastewater Treatment Plant; and

WHEREAS, Parcel W-60a has a more regular shape on flat land and has frontage on a completed roadway with installed water and sewer infrastructure; and

WHEREAS, the Westpark property has approved wetland permits and all mitigation obligations have been met; and

WHEREAS, the site is adjacent to another City-owned park site, and development of the site with a multi-field sports facility would provide a buffer between the treatment plant to the east and residential parcels across Westbrook Boulevard to the west; and

WHEREAS, long-term, this site will provide better circulation and access opportunities; and

WHEREAS, for the reasons listed above, 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 is in the City's best interest; and

WHEREAS, a Purchase and Sale Agreement and Escrow Instructions for the property exchange of WRSP Parcels F-55 and W-60a, has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that the Purchase and Sale Agreement and Escrow Instructions for the property exchange of WRSP Parcels F-55 and W-60a is hereby approved and the City Manager or his designee is authorized to execute it and all escrow related documents on behalf of the City of Roseville.

BE IT FURTHER RESOLVED that during escrow, the City Manager or his designee is authorized to execute the Parcel F-55 Grant Deed (if necessary), the Stormwater Easement, all Assignment and Assumption Agreements, and all CFD Disclosures.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

**PURCHASE AND SALE AGREEMENT
AND ESCROW INSTRUCTIONS
(Property Exchange)
(WRSP Parcels F-55 and W-60a)**

THIS PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS (this “**Agreement**”) is made effective as of _____, 2019 (the “**Effective Date**”), by and between the **CITY OF ROSEVILLE**, a municipal corporation (“**City**”), and **WEST ROSEVILLE, LLC**, a California limited liability company (“**Westpark**”).

RECITALS

A. The City is the owner of certain property (the “**City Property**”) located in the City of Roseville, County of Placer, State of California as more particularly described in Section 1.1 of this Agreement and commonly referred to as Parcel F-55 of the West Roseville Specific Plan (the “**Specific Plan**”).

B. The City Property has a land use designation in the Specific Plan of “P/R – Parks & Recreation” and the City intended to create a multi-field sports facility on the City Property in order to meet the community’s increasing demands for long field facilities for soccer, lacrosse, rugby and other sports and to create another venue for sports tourism for the City.

C. Due to severe development and environmental constraints, lack of existing infrastructure, proximity to adjacent residential parcels, and natural terrain issues, the City has been challenged to develop the City Property as initially envisioned.

D. Westpark is the owner of certain property (the “**Westpark Property**”) located in the City of Roseville, County of Placer, State of California as more particularly described in Section 1.2 of this Agreement and commonly referred to as Parcel W-60a.

E. The Westpark Property has a land use designation in the Specific Plan as “LI – Light Industrial,” which permits the Westpark Property to be used for, among other things, indoor and outdoor sports and recreation uses.

F. The Westpark Property provides more suitable geometrics to accommodate multiple sports fields, includes road frontage improvements, contains water and sewer infrastructure, provides a buffer between residential parcels and the Pleasant Grove Wastewater Treatment Plant and provides better circulation than the City Property.

G. The City and Westpark determined it to be in the community’s best interest to explore the feasibility of entering into an agreement to exchange a portion of the City Property for the Westpark Property (the “**Property Exchange**”).

H. In furtherance of the Property Exchange and pursuant to Resolution No. 19-85, passed and adopted by the Council of the City (the “**City Council**”) on March 20, 2019, the City approved the City’s execution of an Exclusive Right to Negotiate Agreement for Property

Exchange between the City and Westpark (the “ERNA”), which ERNA established a framework by which the City and Westpark could negotiate the Property Exchange.

I. Pursuant to the ERNA, the City and Westpark agreed to, among other things, diligently and in good faith negotiate a purchase agreement with respect to the Property Exchange, which purchase agreement shall become effective only after City Council considers and approves the same at a public hearing called for such purpose.

J. Pursuant to Resolution No. _____, passed and adopted by a _____ affirmative vote of City Council on _____, 2019, the City found and determined that the Property Exchange is in the City’s best interest, and, therefore, City Council has authorized the execution of this Agreement by the City Manager.

K. The City and Westpark, therefore, desire to enter into this Agreement to provide for the Property Exchange, pursuant to the terms set forth herein.

AGREEMENT

Now, therefore, the parties hereby agree as follows:

ARTICLE 1. PROPERTY; EXCHANGE

1.1. Parcel F-55 Defined. As used herein, the term “**Parcel F-55**” shall mean the Parcel F-55 Land, Parcel F-55 Improvements and Parcel F-55 Intangible Property, each as defined in this Section 1.1.

1.1.1. Parcel F-55 Land. The real property more particularly described on Schedule 1.1.1(a) and depicted as “Parcel 1” on Schedule 1.1.1(b), together with all easements, appurtenances, development rights, mineral rights, water rights, air rights, and all other rights and privileges appertaining thereto (collectively, the “**Parcel F-55 Land**”). The parties hereby agree, upon the request of either party, to enter into an amendment to this Agreement concurrent with the recordation of the Parcel F-55 Final Map (as defined below) in the Official Records of Placer County, California to amend the legal description of the Parcel F-55 Land as may be required to be consistent with the recorded Parcel F-55 Final Map.

1.1.2. Parcel F-55 Improvements. Any buildings, structures, fixtures and other improvements affixed to or located on the Parcel F-55 Land, expressly excluding any utility, right-of-way or landscaping improvements dedicated (or intended under the existing entitlements to be dedicated) to the City or a utility company (collectively, the “**Parcel F-55 Improvements**”). The Parcel F-55 Land and the Parcel F-55 Improvements are collectively referred to herein as the “**Parcel F-55 Real Property**.”

1.1.3. Parcel F-55 Intangible Property. Subject to the terms of Section 1.1.4 below, any and all of the City’s right, title and interest in and to (a) the work product, agreements, warranty rights, indemnities, guarantees, claims, actions, awards, defenses and similar rights related to the ownership, operation and development of the Parcel F-55 Real

Property and (b) all permits, licenses, approvals, entitlements and authorizations issued by any governmental agency or authority to the extent applicable to the Parcel F-55 Real Property, together with an assumption of the obligations related to the Parcel F-55 Real Property thereunder arising from and after the Closing (as defined below) and expressly excluding any breach or default by the City thereunder (collectively, the “**Parcel F-55 Intangible Property**”).

1.1.4. Parcel F-55 Excluded Property. Westpark acknowledges and agrees that, notwithstanding anything to the contrary contained herein, the items described in Schedule 1.1.4 (collectively, the “**Parcel F-55 Excluded Property**”) (a) are not included as part of Parcel F-55 to be conveyed to Westpark pursuant to this Agreement and (b) shall be retained and reserved by the City at Closing.

1.2. Parcel W-60a Defined. As used herein, the term “**Parcel W-60a**” shall mean the Parcel W-60a Land, Parcel W-60a Improvements and Parcel W-60a Intangible Property, each as defined in this Section 1.2.

1.2.1. Parcel W-60a Land. The real property more particularly described on Schedule 1.2.1, together with all easements, appurtenances, development rights, mineral rights, water rights, air rights, and all other rights and privileges appertaining thereto (collectively, the “**Parcel W-60a Land**”).

1.2.2. Parcel W-60a Improvements. Any buildings, structures, fixtures and other improvements affixed to or located on the Parcel W-60a Land, expressly excluding any utility, right-of-way or landscaping improvements dedicated (or intended under the existing entitlements to be dedicated) to the City or a utility company (collectively, the “**Parcel W-60a Improvements**”). The Parcel W-60a Land and the Parcel W-60a Improvements are collectively referred to herein as the “**Parcel W-60a Real Property**.”

1.2.3. Parcel W-60a Intangible Property. Subject to the terms of Section 1.2.4 below, any and all of Westpark’s right, title and interest in and to (a) the work product, agreements, warranty rights, indemnities, guarantees, claims, actions, awards, defenses and similar rights related to the ownership, operation and development of the Parcel W-60a Real Property and (b) all permits, licenses, approvals, entitlements and authorizations issued by any governmental agency or authority to the extent applicable to the Parcel W-60a Real Property, together with an assumption of the obligations related to the Parcel W-60a Real Property thereunder arising from and after the Closing and expressly excluding any breach or default by Westpark thereunder (collectively, the “**Parcel W-60a Intangible Property**”).

1.2.4. Parcel W-60a Excluded Property. The City acknowledges and agrees that, notwithstanding anything to the contrary contained herein, the items described in Schedule 1.2.4 (collectively, the “**Parcel W-60a Excluded Property**”) (a) are not included as part of the Parcel W-60a to be conveyed to the City pursuant to this Agreement and (b) shall be retained and reserved by Westpark at Closing

1.3. Agreement to Exchange Parcels: Certain Defined Terms Specific to Exchange.

1.3.1. Exchange of Parcels. Subject to the terms and conditions hereinafter set forth, the City agrees to convey Parcel F-55 to Westpark in exchange for Parcel W-60a, and

Westpark agrees to convey Parcel W-60a to the City in exchange for Parcel F-55. It is the intent of the parties that the land exchanged pursuant to this Agreement be substantially similar in size. The Parcel W-60a Land is approximately 25.20 acres and, upon Parcel F-55 Final Approval (as defined below) of the Project Entitlements (as defined below), the Parcel F-55 Land is expected to be, together with the Stormwater Easement (as defined below), approximately 25.03 acres in the aggregate (approximately 24.77 acres for the Parcel F-55 Land and the approximately 0.26 acres for the Stormwater Easement). The foregoing acreages are approximate and given solely for the purpose of showing the intent of the parties as set forth in this Section. Final acreage amounts are subject to the entitlement process more particularly set forth in Sections 4.7.2 and 4.7.3.

1.3.2. Defined Terms Specific to Exchange. Since the parties hereto are each conveying a property in exchange for another property, each party is both a buyer of a property and a seller of a property hereunder. Therefore, as used herein, the term “**Buyer**” shall mean, as applicable, the City or Westpark; the term “**Seller**” shall mean, as applicable, the City or Westpark; the term “**Property**” shall mean, as applicable, Parcel F-55 or Parcel W-60a; the term “**Real Property**” shall mean, as applicable, Parcel F-55 Real Property or Parcel W-60a Real Property; and the term “**Intangible Property**” shall mean, as applicable, the Parcel F-55 Intangible Property or the Parcel W-60a Intangible Property. For example, with respect to Section 1.4.1, Section 1.4.1 shall apply to (a) Westpark in its capacity as the buyer, and the City in its capacity as the seller, of Parcel F-55, in which case Westpark shall be the “**Buyer**”, Parcel F-55 shall be the “**Property**”, and the City shall be the “**Seller**”, and (b) the City in its capacity as the buyer, as Westpark in its capacity as the seller, of Parcel W-60a, in which case the City shall be the “**Buyer**”, Parcel W-60a shall be the “**Property**”, and Westpark shall be the “**Seller**”.

1.4. Independent Consideration; Purchase Price and Other Consideration for Property.

1.4.1. Independent Consideration. Upon the execution of this Agreement, Buyer will be deemed to have paid One Hundred Dollars (\$100.00) (the “**Independent Consideration**”) to Seller outside of Escrow (as defined below) as independent consideration for Buyer’s right and option to terminate this Agreement based upon Buyer’s disapproval of Buyer’s due diligence inspection of the Property as provided in Section 3.3 below, which Independent Consideration is immediately (a) fully earned by Seller, (b) non-refundable under any circumstances, and (c) not applicable to the Purchase Price.

1.4.2. Purchase Price and Other Consideration for Property. The purchase price for the Property shall be Ten Dollars (\$10.00) (the “**Purchase Price**”), which Buyer shall pay at Closing (as defined below) through Escrow (as defined below). Further, the other consideration for each party’s obligations under this Agreement is the property it will receive from the other party upon consummation of the Property Exchange as contemplated hereunder.

1.5. Escrow.

1.5.1. Opening Escrow. Upon receipt of a fully executed copy of this Agreement, Placer Title Company located at the address set forth in Section 10.4 below (“**Escrow Holder**”) shall open escrow pursuant hereto (the “**Escrow**”) and deliver the Acknowledgement of Escrow Holder attached to this Agreement.

1.5.2. Escrow Instructions. This Agreement shall constitute the initial instructions for the Escrow; provided, however, that each party may provide closing or other instructions for the Escrow that do not conflict with this Agreement. The parties shall, on demand, execute those additional escrow instructions not inconsistent herewith and deposit with the Escrow Holder all instruments and funds as may be necessary and appropriate to close the transaction in accordance with this Agreement. In case of any conflict between them, this Agreement will supersede the Escrow Holder's form of general instructions or general provisions for the Escrow to the extent of such conflict.

ARTICLE 2.

TITLE AND SURVEY

2.1. Review of Title Documents. Prior to the Effective Date, Seller caused to be delivered to Buyer a preliminary report for the Property issued by Escrow Holder (the "**Preliminary Report**"), together with legible copies of all documents evidencing exceptions to title referred to therein (collectively, the "**Title Documents**"). Buyer shall have until 5:00 p.m. (Pacific Time) on July 31, 2019 (the "**Title Approval Date**") to either approve the exceptions contained in the Preliminary Report, Title Documents and any exceptions arising from any ALTA/NSPS survey Buyer desires to obtain at Buyer's expense, or to notify Seller in writing (the "**Title Objection Notice**"), specifying any exceptions and/or survey matters to which Buyer objects (the "**Title Objections**"). If Buyer fails to timely deliver to Seller the Title Objection Notice, Buyer shall be deemed to have accepted and approved all exceptions contained in the Preliminary Report. Seller shall have a period of five (5) business days after Seller's receipt of the Title Objection Notice ("**Seller's Response Date**") (a) to agree to remove, some or all of the Title Objections prior to the Closing and to inform Buyer in writing of the same or (b) to advise Buyer in writing that Seller will not agree to remove some or all of the Title Objections (the "**Title Response Notice**"). If Seller fails to timely deliver to Buyer the Title Response Notice, it shall be conclusively deemed that Seller has elected not to remove any of the Title Objections. If Seller advises Buyer in its Title Response Notice that it will not remove nor agree to remove some or all of the Title Objections (or Seller is deemed to have so advised Buyer), then Buyer shall have until 5:00 p.m. (Pacific Time) on the date that is five (5) business days after the Seller's Response Date to advise Seller, in writing, whether Buyer elects to waive such objections and proceed with the acquisition of the Property subject to the Title Objections or to terminate this Agreement. If Buyer fails to timely deliver such notice, Buyer shall conclusively be deemed to have elected to terminate this Agreement. Seller shall have until the Closing Date to remove those specified Title Objections, if any, which Seller has agreed to remove in the Title Response Notice. Notwithstanding the foregoing, by the Closing Date or in connection with the Closing, Seller shall remove or cause to be removed all monetary liens, all UCC-1 filings with respect to the Property, if any, and all monetary encumbrances affecting the Property (other than current taxes and assessments not yet due and payable).

2.2. Permitted Exceptions. The following matters are deemed approved by Buyer and hereinafter referred to as the "**Permitted Exceptions**":

2.2.1. those title exceptions and matters set forth in the Title Documents that are accepted and approved by Buyer pursuant to Section 2.1;

2.2.2. the lien of all ad valorem real estate taxes, special taxes and assessments not yet delinquent as of the date of Closing, subject to proration as herein provided;

2.2.3. to the extent coverage is excluded from the form of policy issued at Closing, local, state and federal laws, ordinances or governmental regulations, including, but not limited to, building and zoning laws, ordinances and regulations, now or hereafter in effect relating to the Real Property;

2.2.4. items shown on a survey or that would be shown, based on a physical inspection of the Real Property;

2.2.5. subject to the provisions of this Agreement, the usual printed exceptions and exclusions contained in such title insurance policies;

2.2.6. matters required pursuant to the existing entitlements for the Real Property;

2.2.7. matters caused by or on behalf of or consented to in writing by Buyer; and

2.2.8. matters contemplated by this Agreement.

2.3. **Title Insurance.** At Closing, Seller shall convey the Real Property to Buyer by execution and delivery of the Deed (as defined below). As a condition to Closing, the Escrow Holder shall be prepared to issue ALTA Standard Coverage Owner's Policy of Title Insurance with Western Regional Exceptions covering the Real Property, subject only to the Permitted Exceptions (the "**Title Policy**"). It is understood that Buyer may request a number of endorsements to the Title Policy (collectively, "**Buyer's Endorsements**") or elect to obtain an ALTA Extended Coverage Owner's Policy of Title Insurance ("**ALTA Extended Coverage Policy**"). If Buyer elects to obtain any Buyer's Endorsements or an ALTA Extended Coverage Policy, then (a) Buyer shall satisfy itself during the Contingency Period (as defined below) that Escrow Holder will be willing to issue such Buyer's Endorsements or issue the ALTA Extended Coverage Policy at the Closing, (b) the issuance of such Buyer's Endorsements or the ALTA Extended Coverage Policy shall not be a condition to Closing, (c) in no event shall Seller be obligated to provide any indemnity or other document in order to issue such Buyer's Endorsements or the ALTA Extended Coverage Policy, except that Seller shall provide an affidavit to remove any exceptions for parties in possession and an indemnity reasonably required by Escrow Holder in order to issue a 101.4 mechanic's lien endorsement (excluding coverage for any work performed by or on behalf of Buyer), (d) in no event shall the Closing Date be extended to permit Buyer to obtain such Buyer's Endorsements or the ALTA Extended Coverage Policy, and (e) Buyer shall timely deliver any survey and other documents required by the Escrow Holder as a condition to the issuance of such Buyer's Endorsements or the ALTA Extended Coverage Policy and pay any additional excess expense associated therewith.

2.4. **Rights Upon Termination.** If this Agreement is terminated pursuant to Article 2, Section 3.3, or Article 4 through no fault of either party, then (a) all instruments in Escrow shall be returned to the party depositing the same, (b) Buyer shall return to Seller all items previously delivered by Seller to Buyer (except for any electronic copies on Buyer's computer server) and deliver to Seller copies of any final reports received by Buyer relating to any inspection of the

Property performed or obtained by Buyer pursuant to this Agreement in accordance with Section 3.1 or otherwise, (c) the City and Westpark shall each pay one-half (½) of all Escrow charges, and (d) neither party shall have any further rights, obligations or liabilities whatsoever to the other party concerning Parcel F-55 or Parcel W-60a by reason of this Agreement, except for any indemnity obligations of either party pursuant to the provisions of this Agreement or otherwise expressly stated in this Agreement to survive termination. If this Agreement is terminated pursuant to a breach or default by either party, the provisions of Article 7 shall apply.

ARTICLE 3.

REVIEW OF PROPERTY

3.1. Right of Inspection. Buyer shall have the right until 5:00 p.m. (Pacific Time) on July 31, 2019 (the “**Contingency Period**”), to conduct, at Buyer’s sole cost and expense, any and all inspections, tests and studies related to the Property that Buyer deems appropriate in connection with Buyer’s proposed acquisition and development of the Property, including, but not limited to an inspection of the physical and environmental condition of the Property, all pursuant to the terms and conditions of this Agreement. Prior to the date hereof, Seller provided to Buyer all documents and materials that are material to the development of the Property and are in Seller’s possession, including, but not limited to, the Material Agreements (as defined below) (collectively, the “**Property Documents**”). Notwithstanding the foregoing to the contrary, the Property Documents shall expressly exclude any appraisals, valuations, proformas or economic data related to the Property that has been prepared by or on behalf of Seller, Seller’s corporate documents and documents protected by the attorney-client privilege. Except as otherwise expressly provided in this Agreement, Seller makes no representation or warranty concerning the Property or the Property Documents of any nature whatsoever including, but not limited to, representations and warranties of correctness, accuracy, completeness or fitness for any purpose. Buyer acknowledges and agrees that Buyer is an experienced real estate investor and is well-qualified to independently evaluate, inspect and review the Property. Except as otherwise expressly provided in this Agreement, Buyer is assuming all risks arising out of the use of or reliance on Buyer’s examination of the Property and the Property Documents.

3.1.1. Notice; Insurance. Any on-site inspections of the Real Property may be made upon twenty-four (24)-hours’ prior notice to Seller (either by electronic mail or telephone). Buyer shall require its agents and consultants performing work on the Real Property to maintain the following insurance: (a) commercial general liability and property damage insurance with coverage limits of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate for bodily injury and property damage in any combination of primary and excess insurance which will cover the activities of Buyer on the Real Property and shall name the Seller as an additional insured thereunder; (b) workers’ compensation and employer’s liability insurance in accordance with the provisions of California law; and (c) automobile liability insurance, with limits of not less than One Million Dollars (\$1,000,000.00) combined single limit for bodily injury and property damage.

3.1.2. Seller Representative; Invasive Testing; Copies of Reports. Seller may have a representative present during any such inspections. If Buyer desires to do any invasive testing on the Real Property, Buyer shall do so only after notifying Seller and obtaining Seller’s prior written consent thereto, which consent may be subject to any terms and conditions imposed

by Seller in its sole discretion. Buyer shall keep the Property free and clear of any liens arising out of Buyer's entry onto or inspection of the Property. Promptly following any entry upon the Real Property, Buyer shall restore the Real Property to the substantially the condition which existed prior to such entry except as otherwise hereinafter provided. Buyer will promptly furnish to Seller copies of any final reports received by Buyer relating to any inspection of the Property, without representation or warranty of any kind (express, implied or otherwise) by Buyer as to the content, completeness, adequacy, truth, fitness for any purpose or accuracy thereof, at no charge to Seller, and without recourse or liability to Buyer. Buyer shall not be required to furnish Seller with copies of any market and economic studies, architectural plans, business plans or other confidential and proprietary information.

3.1.3 Pre-existing Conditions. Buyer shall not be responsible for repairing damage attributable to Buyer's non-negligent exacerbation of any pre-existing conditions on the Property or the acts or omissions of Seller, its agents, invitees, representatives, employees, contractors, subcontractors or consultants.

3.1.4 Survival. The obligations of Buyer set forth in this Section 3.1 shall survive the Closing or any termination of this Agreement and shall not merge with the Deed.

3.2. Indemnification. Buyer agrees to protect, indemnify, defend and hold Seller and its members, managers, shareholders, directors, officers, employees and agents (the "**Seller Indemnitees**") harmless from and against any claim for liabilities, losses, costs, expenses (including reasonable attorneys' fees incurred as a result of such claims or in enforcing this indemnity provision), damages or injuries to the extent arising out of or resulting from the inspection of the Property by Buyer or its agents or consultants; provided, however, that Buyer shall have no responsibility or liability for any of the following: (a) any pre-existing conditions with respect to the Property or the non-negligent exacerbation of any pre-existing conditions on the Property or (b) any damage caused by the acts or omissions of the Seller Indemnitees. Notwithstanding anything to the contrary in this Agreement, such obligation to protect, indemnify, defend and hold the Seller Indemnitees harmless shall survive the Closing or any termination of this Agreement and shall not merge with the Deed.

3.3. Buyer Approval Notice: Right of Termination. Buyer shall have the right to determine, in its sole discretion, whether the Property is suitable for Buyer's desired acquisition and development for any reason whatsoever or no specified reason. If Buyer elects to approve of such matters, Buyer shall provide Seller and Escrow Holder with written notice of such approval (the "**Buyer Approval Notice**") prior to the expiration of the Contingency Period. Buyer may provide notice of its disapproval of such matters and termination of this Agreement at any time prior to the expiration of the Contingency Period. If Buyer fails to deliver the Buyer Approval Notice in a timely manner, Buyer shall conclusively be deemed to have disapproved of the Property. If Buyer disapproves (or is deemed to have disapproved of) the Property, this Agreement shall terminate in accordance with the "no-default" provisions of Section 2.4 above.

3.4. Disclosures Regarding Community Facilities Districts.

3.4.1. Parcel F-55 Community Facilities Districts. Parcel F-55 is currently located within the boundaries of three (3) community facilities districts more specifically

described as Fiddymment Ranch Community Facilities District No. 1, Fiddymment Ranch Community Facilities District No. 2, and the City of Roseville Community Facilities District No. 3.

3.4.2. Parcel W-60a Community Facilities Districts. Parcel W-60a is currently located within the boundaries of three (3) community facilities districts more specifically described as Westpark Community Facilities District No. 1, Westpark Community Facilities District No. 2, and the City of Roseville Community Facilities District No. 3.

3.4.3. Disclosures and Notices. The community facilities districts referred to in this Section 3.4 are collectively called the “**CFD’s**”. Buyer has investigated and evaluated those matters considered relevant and important concerning the CFD’s applicable to the Property as an aspect of Buyer’s prior due diligence investigation and, accordingly, understands the potential financial, title and other legal impacts of the creation the CFD’s or any other “Mello-Roos” type financing. Buyer further accepts the disclosures and notices described on Schedule 3.4.3(a) attached hereto with respect to Parcel F-55 and Schedule 3.4.3(b) with respect to Parcel W-60a attached hereto.

ARTICLE 4. CLOSING

4.1. Time and Place. Subject to the prior satisfaction of the conditions precedent set forth in Sections 4.7, 4.8, and 4.9, the closing of the transaction contemplated hereby (the “**Closing**”) shall be held at the offices of Escrow Holder at the address described in Section 10.4 on or before the earlier to occur of (a) the date that occurs thirty-five (35) calendar days after the later to occur of (i) the date that Parcel F-55 Final Approval (as defined below) of the Project Entitlements (as defined below) has been received and (ii) the date that Parcel W-60a Final Approval (as defined below) of the Park Entitlements (as defined below) has been received, and (b) the date that occurs twenty-four (24) months after the Effective Date (the “**Closing Date**”). Notwithstanding the foregoing to the contrary, the Closing Date must occur on a Tuesday, Wednesday, or Thursday that is a business day (a “**Permitted Closing Day**”), and if the scheduled Closing Date would otherwise occur on a day that is not a Permitted Closing Day, then the Closing Date shall be extended automatically to the next calendar day that is a Permitted Closing Day. At least one (1) business day prior to the Closing Date, the Purchase Price and all other required funds and documents shall be deposited with Escrow Holder, and Seller and Buyer shall perform the obligations set forth in, respectively, Sections 4.2 and 4.3 below, the performance of which obligations shall be concurrent conditions. If the Closing does not occur on or before the Closing Date, then this Agreement shall automatically terminate in accordance with the applicable provisions (“default” or “no-default”) of Section 2.4 above.

4.2. Seller’s Obligations at or Prior to Closing. At least one (1) business day prior to the Closing Date, Seller shall deliver to Escrow Holder:

4.2.1. cash or other immediately available funds in an amount equal to the aggregate of the funds required by Seller pursuant to Sections 4.4 and 4.5 below (collectively, the “**Seller Closing Funds**”);

4.2.2. a duly executed and notarized grant deed conveying the Real Property to Buyer in the form attached hereto and incorporated herein as Schedule 4.2.2 (the “**Deed**”);

4.2.3. two (2) duly executed original counterparts of the general assignment conveying any interest in the Intangible Property in the form attached hereto and incorporated herein as Schedule 4.2.3 (the “**General Assignment**”);

4.2.4. a duly executed and notarized original counterpart of the assignment and assumption (the “**Development Agreement Assignment**”) of the rights and obligations applicable to the Property under the applicable Development Agreement (as defined in Schedule 5.1.10), in the form attached hereto and incorporated herein as Schedule 4.2.4;

4.2.5. a duly executed and notarized original counterpart of the assignment and assumption (the “**E.S. Agreement Assignment**”) of the rights and obligations applicable to the Property under the E.S. Agreement (as defined in Schedule 5.1.10) in the form attached hereto and incorporated herein as Schedule 4.2.5;

4.2.6. a duly executed and notarized original counterpart of the assignment and assumption (the “**H.S. Agreement Assignment**”) of the rights and obligations applicable to the Property under the H.S. Agreement (as defined in Schedule 5.1.10) in the form attached hereto and incorporated herein as Schedule 4.2.6;

4.2.7. a duly executed and notarized original counterpart of the assignment and assumption (the “**CBCF Agreement Assignment**”) of the rights and obligations applicable to the Property under that the CBCF Agreement (as defined in Schedule 5.1.10) in the form attached hereto and incorporated herein as Schedule 4.2.7;

4.2.8. with respect to Parcel F-55 only, and provided the parties hereto have not previously caused the Stormwater Easement (as defined below) to be recorded in the Official Records of Placer County, California, a duly executed and notarized original counterpart of the Stormwater Easement;

4.2.9. a FIRPTA certificate and a CA Real Estate Withholding Certificate (CA Form 593-C), each duly executed by Seller;

4.2.10. such evidence as the Escrow Holder may reasonably require as to the authority of the person or persons executing documents on behalf of Seller;

4.2.11. an executed closing statement reasonably acceptable to Seller; and

4.2.12. (a) if applicable, an affidavit to remove any title exception for parties in possession, (b) documents reasonably requested by Escrow Holder so that it may provide a 101.4 mechanic’s lien endorsement to the Title Policy, and (c) provided that Seller has received at least three (3) business days’ prior notice of the requirement, such affidavits as may be customarily and reasonably required by the Escrow Holder and consistent with this Agreement.

4.3. Buyer’s Obligations at or Prior to Closing. At least one (1) business day prior to the Closing Date, Buyer shall deliver to Escrow Holder:

4.3.1. cash or other immediately available funds in an amount equal to the aggregate of (a) the Purchase Price and (b) the funds required by Buyer pursuant to Sections 4.4 and 4.5 below (collectively, the “**Buyer Closing Funds**,” and together with the Seller Closing Funds, the “**Closing Funds**”);

4.3.2. two (2) duly executed original counterparts of the General Assignment;

4.3.3. a duly executed and notarized original counterpart of the Development Agreement Assignment;

4.3.4. a duly executed and notarized original counterpart of the E.S. Agreement Assignment;

4.3.5. a duly executed and notarized original counterpart of the H.S. Agreement Assignment;

4.3.6. a duly executed and notarized original counterpart of the CBCF Agreement Assignment;

4.3.7. with respect to Parcel F-55 only, and provided the parties hereto have not previously caused the Stormwater Easement (as defined below) to be recorded in the Official Records of Placer County, California, a duly executed and notarized original counterpart of the Stormwater Easement;

4.3.8. such evidence as the Escrow Holder may reasonably require as to the authority of the person or persons executing documents on behalf of Buyer;

4.3.9. an executed closing statement reasonably acceptable to Buyer; and

4.3.10. provided that Buyer has received at least three (3) business days’ prior notice of the requirement, such affidavits as may be customarily and reasonably required by the Escrow Holder.

4.4. Credits and Prorations.

4.4.1. Items to be Prorated. All expenses, non-delinquent secured real property taxes, bonds and assessments affecting the Property shall be apportioned as of 12:01 a.m. (Pacific Time), on the day of Closing as if Buyer were vested with title to the Property during the entire day upon which Closing occurs.

4.4.2. Basis of Proration. Seller shall be charged at the Closing, an amount equal to that portion of such taxes and assessments which relates to the period up to the Closing Date and Buyer shall pay the taxes and assessments which relate to the period commencing on the Closing Date. Buyer shall pay all supplemental taxes resulting from the change in ownership and reassessment occurring as of the Closing Date.

4.4.3. Initial Use of Estimates; True Up Based on Final Amounts. Subject to the provisions of Section 4.4.2, any expense amount which cannot be ascertained with certainty as of

the applicable Closing Date shall be prorated on the basis of the parties' reasonable estimates of such amount. Once the previously estimated amounts have been finalized, the parties shall prorate these new amounts pursuant to this Agreement and each party shall pay any amount due to a third party within ten (10) business days after receipt of the final amount. If either party has overpaid an amount based on the prior estimate, the other party shall reimburse the overpaying party within ten (10) business days after receipt of the final amount.

4.4.4. Survival. The provisions of this Section 4.4 shall survive Closing and shall not merge with the Deed.

4.5. Transaction Taxes and Closing Costs.

4.5.1. Seller Costs. Seller shall pay the fees of any counsel representing Seller in connection with this transaction. Seller shall also pay the following costs and expenses (the "**Seller Charges**"):

- (a) the premium for the Title Policy;
- (b) one-half (1/2) of the escrow fee, if any, which may be charged by the Escrow Holder;
- (c) the fees for recording the Deed and one-half (1/2) of the recording fees for all documents recorded pursuant to this Agreement after the Deed; and
- (d) any documentary transfer tax or similar tax which becomes payable by reason of the transfer of the Property.

4.5.2. Buyer Costs. Buyer shall pay the fees of any counsel representing Buyer in connection with this transaction. Buyer shall also pay the following costs and expenses (the "**Buyer Charges**"):

- (a) one-half (1/2) of the escrow fee, if any, which may be charged by the Escrow Holder;
- (b) one-half (1/2) of the recording fees for all documents recorded pursuant to this Agreement after the Deed; and
- (c) the additional premium for any ALTA Extended Coverage Policy and any Buyer's Endorsements.

4.5.3. Miscellaneous Costs. All costs and expenses incident to this transaction and the Closing hereof, and not specifically described above, shall be paid by the party incurring same; and

4.5.4. Survival. The provisions of this Section 4.5 shall survive the Closing and shall not merge with the Deed.

4.6. Closing Procedures. When all of the funds, documents and other items required by Sections 4.2 and 4.3 have been timely deposited into Escrow, Escrow Holder shall Close Escrow as follows:

4.6.1. Record the following documents in the Official Records of Placer County, California in the following order (collectively, the “**Recording Documents**”):

- (a) The Deed;
- (b) If applicable, the Stormwater Easement (as defined below);
- (c) The Development Agreement Assignment;
- (d) The E.S. Agreement Assignment;
- (e) The H.S. Agreement Assignment; and
- (f) The CBCF Agreement Assignment;

4.6.2. Issue the Title Policy to Buyer;

4.6.3. Pro rate taxes, assessments and other charges pursuant to Section 4.4;

4.6.4. Pay the Buyer Charges from the Closing Funds;

4.6.5. Pay the Seller Charges from the Closing Funds;

4.6.6. Deliver the following to Seller: conformed copies of the Recording Documents and an original of the General Assignment;

4.6.7. Deliver the following items to Buyer: conformed copies of the Recording Documents and an original of the General Assignment; and

4.6.8. Deliver a conformed copy of the H.S. Agreement Assignment to the Roseville Joint Union High School District pursuant to Sections 9 and 11 of the H.S. Agreement.

If Escrow Holder is unable to simultaneously perform all of the instructions set forth above, Escrow Holder shall notify Buyer and Seller and retain all funds and documents pending receipt of further instructions jointly issued by Buyer and Seller in writing.

4.7. Conditions Precedent Specific to the City and Westpark.

4.7.1. Environmental Review for Parcel F-55 and Parcel W-60a. The parties hereto acknowledge and agree that any future development of Parcel F-55 and Parcel W-60a is conditioned upon preparation and ultimate approval (including all appropriate findings) of any and all environmental review documents required under the California Environmental Quality Act (California Public Resources Code §§ 21000 et seq.) (“**CEQA**”) (the “**Environmental Review**”). The Environmental Review for both Parcel F-55 and Parcel W-60a shall be conducted by

Westpark at Westpark's sole cost and expense, and the City shall cooperate with Westpark's efforts to conduct the Environmental Review at no third party, out-of-pocket cost to the City.

4.7.2. Project Entitlements for Parcel F-55. The parties hereto acknowledge and agree that Westpark desires to develop Parcel F-55 into residential units (the "**Project**") and, further, that the Project will require certain discretionary approvals, potentially including, but not limited to, certification of the Project under CEQA, amendment of the City of Roseville General Plan 2035, as amended (the "**General Plan**"), amendment of the West Roseville Specific Plan, as amended (the "**Specific Plan**"), re-zoning and amendment of the City's Municipal Code, amendment of the Parcel F-55 Development Agreement (as defined in Schedule 5.1.10), design review approval, and approval of a tentative subdivision map and final subdivision map (the "**Parcel F-55 Final Map**") (collectively, the "**Project Entitlements**"). Westpark shall have the right and the City hereby expressly grants Westpark permission and authority to submit for, process and attempt to obtain Parcel F-55 Final Approval (as defined below) of the Project Entitlements, at Westpark's sole cost and expense. The City (in its capacity as the owner of Parcel F-55), at no third party, out-of-pocket cost to the City, shall cooperate with Westpark's efforts to obtain the Project Entitlements. The City's cooperation required under this Section shall include, without limitation, executing applications for the Project Entitlements in the City's capacity as owner of Parcel F-55 upon Westpark's request therefor, provided that Westpark's request is made with reasonable advance notice and includes reasonable supporting information and documentation. The City's agreement to cooperate with Westpark in connection with Westpark's pursuit of the Project Entitlements and any other provision of this Agreement shall not be construed as making either party an agent, joint venture or partner of the other party. Neither the City nor Westpark makes any representation or warranty that any Project Entitlements will be obtained by Westpark. The City retains final discretion and approval as to the Project Entitlements and all related matters in connection therewith. As used in this Agreement, the term "**Parcel F-55 Final Approval**" shall mean: (a) that the Planning Commission or City Council, as applicable, of the City or the applicable regulatory agency shall have taken its final action to approve the applicable matter and all administrative appeal periods for such approval shall have expired without the filing of an appeal or (b) if an appeal is filed, that the appeal is resolved on terms which uphold the particular action or approval without imposing a greater burden on development of Parcel F-55.

4.7.3. Park Entitlements for Parcel W-60. The parties acknowledge and agree that the City desires to develop Parcel W-60a into a regional long field sports park (the "**Park**") and, further, that the Park will require certain discretionary approvals, potentially including, but not limited to, certification of the Project under CEQA, amendment of the General Plan, amendment of the Specific Plan, re-zoning Parcel W-60a, and amendment of the Parcel W-60a Development Agreement (as defined in Schedule 5.1.10) (collectively, the "**Park Entitlements**"). Westpark shall have the right and the City hereby expressly grants Westpark permission and authority to submit for, process and attempt to obtain Parcel W-60a Final Approval (as defined below) of the Park Entitlements, at Westpark's sole cost and expense. The City, at no third party, out-of-pocket cost to the City, shall cooperate with Westpark's efforts to obtain the Park Entitlements. The City's cooperation required under this Section shall include, without limitation, executing applications for the Park Entitlements in the City's capacity as future owner of Parcel W-60a upon Westpark's request therefor, provided that Westpark's request is made with reasonable advance notice and includes reasonable supporting information and documentation.

The City's agreement to cooperate with Westpark in connection with Westpark's pursuit of the Park Entitlements and any other provision of this Agreement shall not be construed as making either party an agent, joint venture or partner of the other party. Neither the City nor Westpark makes any representation or warranty that the Park Entitlements will be obtained by Westpark. The City retains final discretion and approval as to the Park Entitlements and all related matters in connection therewith. As used in this Agreement, the term "**Parcel W-60a Final Approval**" shall mean: (a) that the Parks & Recreation Commission, Planning Commission or City Council, as applicable, of the City or the applicable regulatory agency shall have taken its final action to approve the applicable matter and all administrative appeal periods for such approval shall have expired without the filing of an appeal or (b) if an appeal is filed, that the appeal is resolved on terms which uphold the particular action or approval without imposing a greater burden on development of Parcel W-60a.

4.7.4. Park Abandonment. The parties acknowledge and agree that Parcel F-55 must be abandoned as a park site and sold in accordance with the Municipal Park Abandonment Law of 1939 (California Government Code §§ 38501 et seq.) ("**Park Abandonment Law**"). Pursuant to the Park Abandonment Law, when any land has been dedicated to, or purchased by, the City for park purposes, City Council may, by a majority vote following any applicable notice and public hearing requirements, authorize the abandonment of all or any portion of a park and sell the land comprising it if it finds that (a) all or any portion of the purported park has not been used by the public for park purposes, (b) that no consideration has been paid for the land except by the City, (c) that no public funds have been expended to improve the land as a park, and (d) the land was dedicated for park purposes by the recording of a map in the office of the county recorder. The Park Abandonment Law further provides that, in the absence of an express or implied reservation of a right of reversion in the dedication or instrument of purchase, the park lands abandoned or sold shall not revert to private ownership. Concurrently with Westpark's pursuit of the Project Entitlements and Park Entitlements, City shall pursue Park Abandonment Final Approval (as defined below) with respect to Parcel F-55, at City's sole cost and expense. Westpark, at no third party, out-of-pocket cost to Westpark, shall cooperate with the City's efforts to obtain the Park Abandonment Final Approval. Westpark's agreement to cooperate with the City in connection with the City's pursuit of the Park Abandonment Final Approval and any other provision of this Agreement shall not be construed as making either party an agent, joint venture or partner of the other party. Neither the City nor Westpark makes any representation or warranty that the Park Abandonment Final Approval will be obtained by City. The City retains final discretion and approval as to the Park Abandonment Final Approval and all related matters in connection therewith. As used in this Agreement, the term "**Park Abandonment Final Approval**" shall mean, with respect to Parcel F-55: (a) that City Council shall have taken its final action to approve the abandonment of Parcel F-55 as a park site and the sale of Parcel F-55 under the Park Abandonment Law and all administrative appeal periods for such approval shall have expired without the filing of an appeal or an objection, or (b) if an appeal is filed or an objection is made, that the appeal is resolved, or the objection is overruled, on terms which uphold the particular action or approval without imposing a greater burden on development of Parcel F-55.

4.7.5. Storm Water Easement for Parcel F-55. The parties acknowledge and agree that Parcel F-55 requires a non-exclusive, appurtenant easement for storm water drainage and related improvements (the "**Stormwater Easement**"). The Stormwater Easement shall be (a) granted by City, as grantor, to Westpark, as grantee, over a portion of the City Property depicted

as "Parcel 2" on Schedule 1.1.1(b), which portion will be determined during Project Entitlement process for Parcel F-55, (b) approximately 0.26 acres in size, and (c) on a recordable instrument or instruments in form and substance reasonably acceptable to Westpark. At or prior to Closing, the parties shall cause the Stormwater Easement to be recorded in the Official Records of Placer County, California.

Notwithstanding anything to the contrary contained in this Agreement, the conditions precedent set forth in this Section 4.7 are not waivable by either the City or Westpark. If the foregoing conditions precedent are not satisfied by the Closing Date, this Agreement shall terminate in accordance with the "no-default" provisions of Section 2.4 above.

4.8. Conditions Precedent to Obligation of Buyer. The obligation of Buyer to consummate the transaction hereunder shall be subject to the fulfillment on or before the date of Closing of all of the following conditions, any or all of which may be waived by Buyer in its sole discretion:

4.8.1. On the Closing Date, Buyer shall have received confirmation from the Escrow Holder that the Escrow Holder is irrevocably committed to issue the Title Policy to Buyer in the form required by Section 2.3 upon the recordation of the Deed and payment of the applicable premium;

4.8.2. All of the representations and warranties of Seller contained in this Agreement shall be true and correct in all material respects as of the date of Closing; and

4.8.3. Seller shall have performed and observed in all material respects, all covenants and agreements of this Agreement to be performed and observed by Seller as of the date of Closing.

If one or more of the foregoing conditions precedent is not satisfied or waived in writing by the Buyer prior to the Closing Date, then this Agreement shall automatically terminate in accordance with the applicable provisions ("default" or "no-default") of Section 2.4 above.

4.9. Conditions Precedent to Obligation of Seller. The obligation of Seller to consummate the transaction hereunder shall be subject to the fulfillment on or before the date of Closing of all of the following conditions, any or all of which may be waived by Seller in its sole discretion:

4.9.1. Buyer has timely delivered the Buyer Approval Notice.

4.9.2. All of the representations and warranties of Buyer contained in this Agreement shall be true and correct in all material respects as of the date of Closing; and

4.9.3. Buyer shall have performed and observed, in all material respects, all covenants and agreements of this Agreement to be performed and observed by Buyer as of the date of Closing.

If one or more of the foregoing conditions precedent is not satisfied or waived in writing by the Seller prior to the Closing Date, then this Agreement shall automatically terminate in accordance with the applicable provisions ("default" or "no-default") of Section 2.4 above.

ARTICLE 5. REPRESENTATIONS AND WARRANTIES

5.1. Representations and Warranties of Seller. Seller acknowledges that the execution of this Agreement by Buyer is made in material reliance by Buyer on each and every one of the representations and warranties made by Seller in this Section 5.1, which shall be effective as of the Effective Date and as of the Closing Date. Seller hereby represents and warrants to Buyer that:

5.1.1. Organization and Authority. If Seller is an entity, Seller is duly organized and validly existing and in good standing under the laws of the State of California. Seller has the necessary authority, power and capacity to own the Property and to enter into this Agreement and the documents and transactions contemplated herein and to carry out the obligations of this Agreement and the documents and transactions contemplated herein. Seller has good right, full power and absolute authority to convey and exchange the Property to Buyer in the manner contemplated herein. Excepting the actions required by Seller during the term of this Agreement, Seller has taken all necessary or desirable actions, steps and other proceedings to approve or authorize, validly and effectively, the entering into, and the execution, delivery and performance of, this Agreement and the exchange and transfer of the Property by Seller to Buyer. This Agreement is a legal, valid and binding obligation of the Seller, enforceable against it in accordance with its terms subject to: (a) bankruptcy, insolvency, moratorium, reorganization and other laws relating to or affecting the enforcement of creditors' rights generally; and (b) the fact that equitable remedies, including the remedies of specific performance and injunction, may only be granted in the discretion of a court.

5.1.2. Condemnation; Other Legal Actions. Except to the extent disclosed in the Property Documents, to Seller's actual knowledge: (a) there are no eminent domain or other legal actions (including, without limitation, suit, arbitration, judicial reference, legal, administrative or other proceeding or governmental investigation) existing or threatened against the Property or against Seller which would invalidate this Agreement and (b) Seller has received no notice of any condemnation proceedings relating to the Real Property.

5.1.3. Environmental Conditions. To Seller's actual knowledge, (a) neither Seller nor Seller's predecessors in interest in the Property have released or discharged any Hazardous Substances on, over or under the Real Property and (b) except as otherwise set forth in the Property Documents, the Real Property is free of any unlawful "contamination" from any "**Hazardous Substances.**" As used herein "**Hazardous Substances**" shall mean any (a) chemical, compound, material, mixture or substance that is defined or listed in, or otherwise classified pursuant to any Environmental Law as a "hazardous substance," "hazardous material," "hazardous waste," "extremely hazardous waste," "infectious waste," "toxic waste," "toxic pollutant," or any other formulation intended to define, list or classify substances by reason of deleterious properties or affect, and (b) petroleum, petroleum by- products, natural gas, natural gas liquids, liquefied natural gas, synthetic gas usable for fuel (or mixtures of natural gas in such

synthetic gas), ash, municipal solid waste steam, drilling fluids, produced waters and other wastes associated with the exploration, development and production of crude oil, natural gas or geothermal resources regardless of quantity or duration, as such terms are defined by any federal, state, county or local law, ordinance, regulation or requirement applicable to any portion of the Real Property and including any regulations promulgated thereunder, as the same exist as of the Effective Date, but excluding any fuels in amounts ordinarily and customarily used or stored in support of the vehicles and equipment utilized on the performance of grading and completion of infrastructure improvements and otherwise in compliance with all Environmental Laws. As used herein “**Environmental Law**” shall mean any and all present and future federal, state or local laws (whether common law, statute, rule, regulation or otherwise), permits, orders and any other requirements of governmental authorities relating to the environment or any Hazardous Substances (as defined below) (including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §§ 9601 et seq.), and the applicable provisions of the California Health and Safety Code and California Water Code). “**Contamination**” means the presence of Hazardous Substances at the Real Property that requires remediation or cleanup under any applicable law.

5.1.4. No Conflict. Except with respect to any monetary encumbrances to be satisfied by Seller at or prior to Closing, the execution and delivery of this Agreement by Seller, and the execution and delivery of every other document and instrument delivered pursuant hereto by or on behalf of Seller, and the consummation of the transactions contemplated hereby do not and will not (a) constitute or result in the breach of or default under any written agreement to which Seller is a party or which is recorded of record against the Real Property; (b) constitute or result in a violation of any order, decree or injunction with respect to which Seller or the Property are bound; (c) cause or entitle any party to have a right to accelerate or declare a default under any written agreement to which Seller is a party or which is recorded of record against the Real Property; and/or (d) violate any provision of any municipal, state or federal law, statutory or otherwise, to which Seller is subject. There are no other agreements or options which could create a binding obligation to another party with respect to the Property.

5.1.5. Delivery of Property Documents. Seller has delivered all documents that are in its possession or control that are material to development of the Property (excluding any appraisals, valuations, proformas or economic data related to the Property that has been prepared by or on behalf of Seller, Seller’s corporate documents and documents protected by the attorney-client privilege). To Seller’s actual knowledge, the Property Documents are true, correct and complete copies of the documents in Seller’s possession.

5.1.6. Districts. To Seller’s actual knowledge, there are no other existing or planned special assessment districts applicable to the Real Property other than the CFD’s and except as shown on the title report or the tax bills for the Property.

5.1.7. Leases. There are no leases, licenses or other agreements to occupy which relate to the Property and there are no parties in possession of the Property as lessees, licensees, tenants at sufferance or trespassers.

5.1.8. Service Agreements. Seller has not entered into any service, maintenance or equipment contracts relating to the Property that will bind the Buyer after the Closing.

5.1.9. Violation of Laws. Seller has received no notices of violations of laws relating to the Property and, to Seller's actual knowledge, there are no known violations of law with respect to the Property.

5.1.10. Material Agreements. As used herein, the term "**Material Agreements**" shall mean the agreements listed on Schedule 5.1.10 attached hereto. Each of the Material Agreements is in full force and effect; is binding on the parties thereto; and has not been modified or amended except as indicated in the Property Documents. No party to the Material Agreements is in breach or default under the applicable agreement, and no fact or circumstance exists which, with the passage of time, giving of notice, or both, would constitute a breach or default by any party to one of the Material Agreements.

5.1.11. Non-Foreign Status. Seller is not a "foreign person," as defined in recent amendments to the Internal Revenue Code and, at or prior to each Closing contemplated under this Agreement, agrees to provide to Buyer an affidavit to that effect.

5.2. Representations, Warranties and Covenants of Buyer. Buyer hereby acknowledges that the execution of this Agreement by Seller is made in material reliance by Seller on each and every one of the representations and warranties made by Buyer in this Section 5.2. Buyer hereby represents and warrants to Seller that:

5.2.1. Organization and Authority. Buyer has been duly organized and is in good standing under the laws of California and is qualified to do business in the State of California. From and after the Effective Date, Buyer has the full right and authority to enter into this Agreement and to consummate or cause to be consummated the transaction contemplated by this Agreement and this Agreement has been, and on a Closing Date, all documents to be executed by Buyer hereunder will have been, duly authorized, executed and delivered by Buyer. This Agreement is a legal, valid and binding obligation of Buyer, enforceable against it in accordance with its terms subject to: (a) bankruptcy, insolvency, moratorium, reorganization and other laws relating to or affecting the enforcement of creditors' rights generally; and (b) the fact that equitable remedies, including the remedies of specific performance and injunction, may only be granted in the discretion of a court.

5.2.2. No Conflict. The execution and delivery of this Agreement by Buyer, the execution and delivery of every other document and instrument delivered pursuant hereto by or on behalf of Buyer, and the consummation of the transactions contemplated hereby do not and will not (a) constitute or result in the breach of or default under any oral or written agreement to which Buyer is a party; (b) constitute or result in a violation of any order, decree, or injunction with respect to which Buyer is bound; (c) cause or entitle any party to have a right to accelerate or declare a default under any oral or written agreement to which Buyer is a party; and/or (d) violate any provision of any municipal, state or federal law, statutory or otherwise, to which Buyer is subject.

5.2.3. Pending Transactions, Suits or Proceedings. Buyer has not been served with, and to Buyer's actual knowledge there is no, litigation or arbitration pending or threatened before any court or administrative agency against Buyer's performance hereunder and there are no attachments, executions or assignments for the benefit of creditors, or voluntary or

involuntary proceedings in bankruptcy or under any other debtor-relief laws pending or threatened against Buyer.

5.2.4. Experienced Developer. Buyer is an experienced purchaser and developer of land and is familiar with the kinds of land use and development issues that typically impact the developability of property. Prior to the Effective Date, Buyer has been afforded a period of time to perform such due diligence as Buyer believes is reasonably necessary to make the decision to consummate the transactions described in this Agreement.

5.3. Survival of Representations and Warranties. The representations and warranties set forth in Sections 5.1 and 5.2 shall survive the Closing and recordation of the Deed for a period of twelve (12) months.

ARTICLE 6.

OPERATION AND DEVELOPMENT OF THE PROPERTY

6.1. Operation of Property. From the Effective Date hereof until the Closing or earlier termination of this Agreement:

6.1.1 Maintenance. Seller shall use commercially reasonable efforts to maintain the Property in a manner generally consistent with the manner in which Seller has maintained the Property prior to the date hereof. Notwithstanding any provision contained herein to the contrary, Seller shall have no duty to (a) construct any additional improvements, whether public or private or whether on or off the Real Property; (b) satisfy any condition of approval of any nature with respect to the Property whether on or off the Real Property; (c) other than the payment of prorated taxes and other recurring expenses attributable to the Property, as of the Closing Date, pay any fee of any nature with respect to the Property; or (d) obtain any further subdivision maps, consents, permits, entitlements, easements, rights of way, certificates, rights and agreements required from the City or County or any other governmental or quasi-governmental entities or private sources to develop, improve and market the Property.

6.1.2 Material Agreements. Seller shall provide copies of any and all notices of default and other notices under the Material Agreements to Buyer promptly upon receipt thereof. Seller has and will continue to comply with all material terms and provisions of the Material Agreements and will utilize commercially reasonable efforts to ensure (through an enforcement action or otherwise) that the parties to the Material Agreements comply with all of their material obligations under the applicable Material Agreement. Seller will not terminate, amend, extend or otherwise modify any of the Material Agreements (as they apply to the Property) without Buyer's prior written consent (which shall not be unreasonably withheld, conditioned or delayed).

6.2. Survival. The provisions of this Article 6 shall survive the Close of Escrow.

ARTICLE 7.

DEFAULT

7.1. Default. If the exchange of Parcel F-55 and Parcel W-60a as contemplated hereunder is not consummated due to a party's (the "**Defaulting Party**") default hereunder, then

the non-defaulting party (the “**Non-Defaulting Party**”) shall be entitled to elect between the following remedies, as the Non-Defaulting Party’s sole and exclusive remedy: (a) to terminate this Agreement or (b) upon the satisfaction of the following conditions, pursue the remedy of specific performance: (i) no later than the closing date, the Non-Defaulting Party shall have deposited into escrow all documents and funds required of the Non-Defaulting Party under this Agreement in order to close escrow, (ii) Defaulting Party fails to close escrow within five (5) business days after the Closing Date, and (iii) Non-Defaulting Party commences and files an action for specific performance within sixty (60) calendar days following the Closing Date.

7.2. WAIVER OF RIGHT TO RECORD LIS PENDENS. THE NON-DEFAULTING PARTY EXPRESSLY WAIVES ANY RIGHT UNDER CALIFORNIA CODE OF CIVIL PROCEDURE, PART II, TITLE 4.5 (SECTIONS 405-405.61) OR AT COMMON LAW OR OTHERWISE TO RECORD OR FILE A LIS PENDENS OR A NOTICE OF PENDENCY OF ACTION OR SIMILAR NOTICE AGAINST ALL OR ANY PORTION OF THE PROPERTY IN CONNECTION WITH ANY ALLEGED DEFAULT BY DEFAULTING PARTY HEREUNDER. NOTWITHSTANDING THE FOREGOING TO THE CONTRARY, IF THE NON-DEFAULTING PARTY TIMELY SATISFIES THE REQUIREMENTS OF SECTION 7.1(b)(i), (ii) AND (iii), THE NON-DEFAULTING PARTY MAY FILE A LIS PENDENS AGAINST THE PROPERTY IN ORDER TO PROVIDE RECORD NOTICE OF THE SUBJECT ACTION FOR SPECIFIC PERFORMANCE.

7.3. WAIVER OF CONSEQUENTIAL DAMAGES. EACH PARTY HEREBY WAIVES ITS RIGHT TO SEEK LOST PROFITS OR CONSEQUENTIAL DAMAGES OR INDIRECT DAMAGES OR PUNITIVE DAMAGES OF ANY SUM AS A RESULT OF THE OTHER PARTY’S DEFAULT UNDER THIS AGREEMENT.

ARTICLE 8.

BROKER

8.1. No Brokers: Indemnity. With respect to the transaction contemplated by this Agreement, the City and Westpark each represent that it has not had any contacts nor dealings with a real estate broker or any other party entitled to a commission or finder’s fee as a procuring cause of the conveyance and exchange of property as contemplated herein. However, Westpark discloses that William Falik is a California licensed real estate broker serving exclusively as a principal in this transaction. City acknowledges and agrees that neither Westpark nor William Falik is representing City in any way, or is acting as the agent of City in any way, and that none of them owes any fiduciary or other special duty to City. Each party hereto agrees that if any person or entity makes a claim for brokerage commissions or finder’s fees related to the exchange and transfer of the Property by Seller to Buyer, and such claim is made by, through or on account of any acts or alleged acts of said party or its representatives, said party will protect, indemnify, defend and hold the other party free and harmless from and against any and all loss, liability, cost, damage and expense (including reasonable attorneys’ fees incurred as a result of such claims or in enforcing this indemnity provision) in connection therewith. The provisions of this paragraph shall survive Closing or any termination of this Agreement.

ARTICLE 9.
DISCLAIMERS AND WAIVERS

9.1. Indemnification by Buyer. From and after the Closing, Buyer hereby agrees to protect, indemnify, defend and hold harmless the Seller Indemnitees (excluding Seller's agents) of and from any and all third party claims, demands, actions, suits or proceedings (collectively, the "**Claims**") asserted against Seller or the other Seller Indemnitees and from all loss, liability, expense resulting from such Claims (including reasonable attorneys' fees, court costs, reasonable costs of investigation and expert witnesses incurred as a result of such claims or in enforcing this indemnity provision), or damages, (collectively, "**Damages**") if the basis of the Claims with respect to this Agreement or the Property, first accrue after the Close of Escrow, and only to the extent such Claims are caused by or arise from Buyer's entitlement, development, marketing, or sale of the Property. Buyer's indemnity, defense and hold harmless obligations under this Section 9.1 shall not extend to Claims arising from: (a) injuries to persons or property related to the Property that occurs entirely prior to the Closing, (b) any breach of Seller's representations, warranties, covenants, or obligations set forth in this Agreement, or a breach or default by Seller under any of the existing entitlements, (c) Seller's fraud, willful misconduct or sole negligence, (d) any actions or omissions of Seller after the Closing, and (e) any conditions existing prior to the Closing, including the existence of Hazardous Substances on, under, adjacent to or otherwise affecting the Property. The term Seller Indemnitees shall not include any third party agents, consultant, contractor or subcontractor (and for purposes of this Section 9.1 such parties shall not be deemed Seller Indemnitees), it being acknowledged and agreed that Buyer has no liability or indemnity obligation to such parties and Buyer shall have the right to pursue any and all rights and remedies against any third party consultant, contractor or subcontractor including without limitation pursuant to the guaranties, warranties and indemnities assigned to Buyer in connection with this Agreement, and such claims shall not be subject to the provisions of this Section 9.1.

9.2. Indemnification by Westpark. To the fullest extent allowed by law, Westpark shall defend, indemnify, and save and hold harmless the City, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description regarding the legality of the transfer of Parcel F-55 and/or the marketability of title to Parcel F-55, and from any claims, suits or actions from any person or entity claiming a property interest in Parcel F-55. The parties intend that this Section 9.2 shall be broadly construed. Westpark's responsibility for the defense and indemnity obligations under this Section 9.2 shall survive the termination or completion of this Agreement for the full period of time allowed by law.

9.3. No Reliance on Documents. Except as expressly stated in this Agreement: (a) Seller makes no representation or warranty as to the truth, accuracy or completeness of any materials, data or information delivered by Seller or its brokers or agents to Buyer in connection with the transaction contemplated hereby; (b) all materials, data and information delivered by Seller to Buyer in connection with the transaction contemplated hereby are provided to Buyer as a convenience only and any reliance on or use of such materials, data or information by Buyer shall be at the sole risk of Buyer; and (c) neither Seller, nor any affiliate of Seller, nor the person or entity which prepared any report or reports (other than the Intangible Property) delivered by Seller to Buyer shall have any liability to Buyer for any inaccuracy in or omission from any such reports.

9.4. AS IS SALE; DISCLAIMERS. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT (INCLUDING SECTION 5.1), SELLER IS NOT MAKING AND HAS NOT AT ANY TIME MADE ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OR REPRESENTATIONS AS TO HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

UPON CLOSING, SELLER SHALL CONVEY TO BUYER AND BUYER SHALL ACCEPT THE PROPERTY “AS IS, WHERE IS, WITH ALL FAULTS”, EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES AND COVENANTS OF SELLER CONTAINED IN THIS AGREEMENT, BUYER HAS NOT RELIED AND WILL NOT RELY ON, AND SELLER IS NOT LIABLE FOR OR BOUND BY, ANY EXPRESS OR IMPLIED WARRANTIES, GUARANTIES, STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY OR RELATING THERETO MADE OR FURNISHED BY SELLER, THE MANAGERS OF THE PROPERTY, OR ANY REAL ESTATE BROKER OR AGENT REPRESENTING OR PURPORTING TO REPRESENT SELLER, TO WHOMEVER MADE OR GIVEN, DIRECTLY OR INDIRECTLY, ORALLY OR IN WRITING, UNLESS SPECIFICALLY SET FORTH IN THIS AGREEMENT. BUYER ACKNOWLEDGES THAT THE PURCHASE PRICE AND OTHER CONSIDERATION FOR THIS TRANSACTION REFLECTS AND TAKES INTO ACCOUNT THAT THE PROPERTY IS BEING SOLD “AS IS.”

BUYER REPRESENTS AND COVENANTS TO SELLER THAT BUYER IS AN EXPERIENCED REAL ESTATE INVESTOR AND HAS CONDUCTED, OR WILL CONDUCT PRIOR TO CLOSING, SUCH INVESTIGATIONS OF THE PROPERTY INCLUDING, BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AS BUYER DEEMS NECESSARY OR DESIRABLE TO SATISFY ITSELF AS TO THE CONDITION OF THE PROPERTY AND THE EXISTENCE OR NONEXISTENCE OR CURATIVE ACTION TO BE TAKEN WITH RESPECT TO ANY HAZARDOUS OR TOXIC SUBSTANCES ON OR DISCHARGED FROM THE PROPERTY, AND WILL RELY SOLELY UPON SAME AND NOT UPON ANY INFORMATION PROVIDED BY OR ON BEHALF OF SELLER OR ITS AGENTS OR EMPLOYEES WITH RESPECT THERETO, OTHER THAN SUCH REPRESENTATIONS, WARRANTIES AND COVENANTS OF SELLER AS ARE EXPRESSLY SET FORTH IN THIS AGREEMENT. UPON CLOSING, BUYER SHALL ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING BUT NOT LIMITED TO, ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY BUYER’S INVESTIGATIONS, AND BUYER, UPON CLOSING, SHALL BE DEEMED TO HAVE WAIVED, RELINQUISHED AND RELEASED SELLER (AND SELLER’S OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS) FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION (INCLUDING CAUSES OF ACTION IN TORT), LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS’ FEES) OF ANY AND EVERY KIND OR CHARACTER, KNOWN OR UNKNOWN, WHICH BUYER MIGHT HAVE ASSERTED OR ALLEGED AGAINST SELLER (AND SELLER’S OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS) AT ANY TIME BY REASON OF OR ARISING OUT OF ANY LATENT OR PATENT DEFECTS OR PHYSICAL CONDITIONS, VIOLATIONS OF

ANY APPLICABLE LAWS AND ANY AND ALL OTHER ACTS, OMISSIONS, EVENTS, CIRCUMSTANCES OR MATTERS REGARDING THE PROPERTY, EXCEPT AS MAY OTHERWISE BE EXPRESSLY SET FORTH OTHERWISE IN THIS AGREEMENT.

IN CONNECTION THEREWITH, BUYER EXPRESSLY WAIVES ALL RIGHTS UNDER CALIFORNIA CIVIL CODE SECTION 1542, WHICH PROVIDES THAT:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

BUYER, BEING AWARE OF THIS CODE SECTION, HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE THEREUNDER, AS WELL AS UNDER ANY OTHER STATUTES OR COMMON LAW PRINCIPLES OF SIMILAR EFFECT.

City's Initials: _____

Westpark's Initials: 44

9.5. Survival of Disclaimers. The provisions of this Article 9 shall survive Closing and shall not merge with the Deed.

ARTICLE 10. MISCELLANEOUS

10.1. Confidentiality. Prior to the Closing, Buyer and its representatives shall hold in confidence all data and information obtained with respect to Seller or its business or the Property, whether obtained before or after the execution and delivery of this Agreement, and shall not disclose the same to others; provided, however, that Buyer may disclose (a) prior to the Closing, to the employees, lenders, consultants, accountants and attorneys of Buyer, any such data and information, if such persons agree to treat such data and information as confidential, (b) on and after the Closing, to the public, the fact that Buyer has acquired the Property, and (c) at any time, to governmental officials or third parties (including the public, respecting information contained in public reports), any such data and information as may be required to comply with Buyer's reporting requirements under law. If this Agreement is terminated or Buyer fails to perform hereunder, Buyer shall promptly return to Seller any statements, documents, schedules, exhibits or other written information obtained from Seller in connection with this Agreement or the transaction contemplated herein, and Buyer shall deliver to Seller copies of any reports received by Buyer relating to any inspection of the Property in accordance with Section 3.1. The provisions of this Section 10.1 shall survive Closing or any termination of this Agreement.

10.2. Public Disclosure. Prior to the Closing, any release to the public of information with respect to the conveyance and exchange of property as contemplated herein or any matters set forth in this Agreement (collectively, the “**Information**”) will be made only in the form approved by Buyer and Seller. The foregoing shall be subject to the City's obligations under the California Public Records Act (California Government Code §§ 6250 et seq.) (the “**PRA**”) to the extent the PRA is applicable to any Information to be released to the public. The City shall promptly notify Westpark in writing upon the receipt of a public records request with respect to

any Information to be released to the public. The provisions of this Section 10.2 shall survive any termination of this Agreement.

10.3. Assignment. Subject to the provisions of this Section 10.3, the terms and provisions of this Agreement are to apply to and bind the permitted successors and assigns of the parties hereto. Neither party may assign its rights under this Agreement without first obtaining the other party's written approval, which approval may not be unreasonably withheld.

10.4. Notices. Any notice pursuant to this Agreement shall be given in writing by (a) personal delivery, (b) reputable overnight delivery service with proof of delivery, or (c) United States Mail, postage prepaid, registered or certified mail, return receipt requested, sent to the intended addressee at the address set forth below, or to such other address or to the attention of such other person as the addressee shall have designated by written notice sent in accordance herewith. Any notice so given shall be deemed to have been given upon receipt or refusal to accept delivery. Notwithstanding the foregoing, notice sent by facsimile or electronic mail is not a valid means of notice under this Section 10.4. Unless changed in accordance with the preceding sentence, the addresses for notices given pursuant to this Agreement shall be as follows:

If to the City: City of Roseville
311 Vernon Street
Roseville, California 95678
Attention: Lauren Hocker, Senior Planner
Telephone: (916) 774-5272
Electronic Mail: lhocker@roseville.ca.us

With a copy to: City of Roseville
311 Vernon Street
Roseville, California 95678
Attention: Michelle Sheidenberger, Assistant City Attorney
Telephone: (916) 774-5325
Electronic Mail: msheidenberger@roseville.ca.us

If to Westpark: West Roseville, LLC
1420 Rocky Ridge Drive, Suite 265
Roseville, California 95661
Attention: John Murray/Jeff Jones/John Tallman
Telephone: (916) 774-3400
Electronic Mail: johnm@wpcommunities.com;
jeff@wpcommunities.com;
johnt@wpcommunities.com

With copy to: Bill Falik
100 Tunnel Road
Berkeley, California 94705
Telephone: (510) 540-5960
Electronic Mail: billfalik@gmail.com

With copy to: Marc Stice, Esq.
Stice & Block, LLP
2335 Broadway, Suite 201
Oakland, California 94612
Telephone: (510) 735-0032
Electronic Mail: mstice@sticeblock.com

If to Escrow
Holder: Placer Title Company
1508 Eureka Road, Suite 150
Roseville, California 95661
Attention: Tracy Murphy
Telephone: (916) 782-3711
Electronic Mail: tmurphy@placertitle.com

10.5. Modifications. This Agreement cannot be changed orally, and no executory agreement shall be effective to waive, change, modify or discharge it in whole or in part unless such executory agreement is in writing and is signed by the parties against whom enforcement of any waiver, change, modification or discharge is sought.

10.6. Entire Agreement. This Agreement, including the exhibits and schedules hereto, contains the entire agreement between the parties hereto pertaining to the subject matter hereof and fully supersedes all prior written or oral agreements and understandings between the parties pertaining to such subject matter.

10.7. Further Assurances: Cooperation. Each party agrees that it will execute and deliver such other documents and take such other action, whether prior or subsequent to Closing, as may be reasonably requested by the other party to consummate the transaction contemplated by this Agreement. Specifically, Buyer and Seller recognize that a number of agreements affect the development of the Property and may require certain consents and/or amendments. Buyer and Seller mutually covenant and agree that they will cooperate with each other and utilize commercially reasonable efforts in order to obtain or enter into any such consents and/or amendments (a) that are required to transfer the Property and Property Documents to Buyer in accordance with this Agreement, or (b) as may otherwise be required or reasonably requested by Buyer in connection with its development of the Property or the entitlements for the Property, including, without limitation, any consents or amendments to the Property Documents; provided, however, that Seller shall not be obligated to provide an amendment or consent to a document which would result in a material or detrimental impact on Seller's development of any adjoining or nearby property. The provisions of this Section 10.7 shall survive Closing.

10.8. Counterparts. This Agreement may be executed in counterparts, all such executed counterparts shall constitute the same agreement, and the signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

10.9. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall nonetheless remain in full force and effect; provided that the invalidity or unenforceability of such provision does not materially and adversely affect the benefits accruing to any party hereunder.

10.10. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State in California. Buyer and Seller agree that the provisions of this Section 10.10 shall survive the Closing or any termination of this Agreement.

10.11. No Third Party Beneficiary. The provisions of this Agreement and of the documents to be executed and delivered at Closing are and will be for the benefit of Seller and Buyer only and are not for the benefit of any third party; and, accordingly, no third party shall have the right to enforce the provisions of this Agreement or of the documents to be executed and delivered at Closing.

10.12. Captions. The section headings appearing in this Agreement are for convenience of reference only and are not intended, to any extent and for any purpose, to limit or define the text of any section or any subsection hereof.

10.13. Construction. The parties acknowledge that the parties and their counsel have reviewed and revised this Agreement and that the normal rule of construction to take effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

10.14. Recordation. This Agreement may not be recorded by any party hereto without the prior written consent of the other party hereto. The provisions of this Section 10.14 shall survive the Closing or any termination of this Agreement.

10.15. Date of Performance. If the date on which any performance required hereunder is other than a business day, then such performance shall be required as of the next following business day.

10.16. Attorneys' Fees. If either party hereto fails to perform any of its obligations under this Agreement or if any dispute arises between the parties hereto concerning the meaning or interpretation of any provision of this Agreement, then the defaulting party or the party not prevailing in such dispute, as the case may be, shall pay any and all costs and expenses incurred by the other party in enforcing or establishing its rights hereunder, including, without limitation, court costs and reasonable attorneys' fees and disbursements. Any such attorneys' fees and other expenses incurred by either party in enforcing a judgment in its favor under this Agreement shall be recoverable separately from and in addition to any other amount included in such judgment, and such attorneys' fees obligation is intended to be severable from the other provisions of this Agreement and to survive and not be merged into any such judgment.

10.17. Nonmerger. Except as otherwise expressly set forth herein, the terms and provisions of this Agreement, including without limitation all obligations, releases and indemnities of the parties hereto, shall survive the Closing and shall not merge into the Deed.

10.18. Time of Essence. Seller and Buyer hereby acknowledge and agree that time is strictly of the essence with respect to each and every term, condition, obligation and provision hereof and that failure to timely perform any of the terms, conditions, obligations or provisions hereof by either party shall constitute a material breach of and a non-curable (but waivable) default under this Agreement by the party so failing to perform. The provisions of this Section 10.18 shall survive the Closing.

10.19. Exhibits. The following exhibits are attached to this Agreement and are incorporated herein by reference:

Schedule 1.1.1(a)	Legal Description of Parcel F-55
Schedule 1.1.1(b)	Depiction of Parcel F-55
Schedule 1.2.1	Legal Description of Parcel W-60a
Schedule 1.1.4	Parcel F-55 Excluded Property
Schedule 1.2.4	Parcel W-60a Excluded Property
Schedule 3.4.3(a)	CFD Disclosures for Parcel F-55
Schedule 3.4.3(b)	CFD Disclosures for Parcel W-60a
Schedule 4.2.2	Deed
Schedule 4.2.3	General Assignment
Schedule 4.2.4	Development Agreement Assignment
Schedule 4.2.5	E.S. Agreement Assignment
Schedule 4.2.6	H.S. Agreement Assignment
Schedule 4.2.7	CBCF Agreement Assignment
Schedule 5.1.10	Material Agreements

[Remainder of page intentionally left blank]
[Signature page(s) follow]

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. _____, adopted by the City of Roseville on the ____ day of _____, 2019, and Westpark has caused this Agreement to be executed, each as of the Effective Date.

CITY:

CITY OF ROSEVILLE,
a municipal corporation

By: _____
DOMINICK CASEY
City Manager

ATTEST:

By: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

By: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

By:  _____
MIKE ISOM
Development Services Director

WESTPARK:

WEST ROSEVILLE, LLC,
a California limited liability company

By:  _____
Name: JEFF JONES
Title: Manager

ACKNOWLEDGMENT

Escrow Holder executes this Acknowledgment below for the purpose of acknowledging that, as of the date set forth below, it has received a fully executed copy of the foregoing Purchase and Sale Agreement and Escrow Instructions made by and between the **CITY OF ROSEVILLE** and **WEST ROSEVILLE, LLC**, and agrees to be bound by the provisions of the including, without limitation, the instructions set forth in Section 1.5 thereof.

ESCROW HOLDER:

PLACER TITLE COMPANY

By: _____
Name: _____
Title: _____
Date: _____

SCHEDULE 1.1.1(a)

LEGAL DESCRIPTION OF PARCEL F-55

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA,
COUNTY OF PLACER, CITY OF ROSEVILLE, AND IS DESCRIBED AS FOLLOWS:

All that real property lying within a portion of Section 24, Township 11 North, Range 5 East, Mount Diablo Meridian, City of Roseville, County of Placer, State of California, also being a part of the "Designated Remainder" as shown and so designated on that particular Final Map of Fiddymment Ranch Phase 3-A, filed for record November 2, 2007 in Book BB of Maps at Page 88, Placer County Records and a portion of the Lands of The City of Roseville as described in that certain Grant Deed recorded September 14, 2015 as Document 2015-0081570 Official Records of Placer County, more particularly described as follows:

Beginning at the northwest corner of Lot 1 as shown on said Final Map; thence along the west line of said Lot and Lot 2 of said Final Map for the following two (2) course and distances:

1. South 10°51'52" West a distance of 57.63 feet; and
2. South 00°18'21" East a distance of 1249.24 feet;

thence leaving said west line and along the southerly lines of that parcel described in Document 2015- 0081570 for the following two (2) courses and distances:

1. North 70°00'07" West a distance of 101.10 feet; and
2. South 30°24'39" West a distance of 115.84 feet;

thence leaving said southerly lines and across said "Designated Remainder" for the following two (2) courses and distances:

1. South 67°00'05" West a distance of 41.57 feet; and
2. South 35°39'46" West a distance of 69.74 feet to the southerly lines of said Document 2015-0081:570;

thence along said southerly lines for the following six (6) courses and distances:

1. North 61°15'17" West a distance of 98.31 feet;
2. North 35°57'57" East a distance of 242.71 feet;
3. South 79°42'09" East a distance of 62.08 feet;
4. North 00°00'01" West a distance of 40.69 feet;
5. North 80°44'02" West a distance of 143.84 feet; and
6. South 17°42'09" West a distance of 59.10 feet;

thence leaving said lines of Document 2015-0081570 and across said "Designated Remainder" for the following four (4) courses and distances:

1. North 72°17'51" West a distance of 130.28 feet;
2. North 52°56'51" West a distance of 172.10 feet;
3. North 66°33'50" West a distance of 210.18 feet; and
4. North 46°26'05" West a distance of 164.83 feet to the westerly lines of said "Designated Remainder";

thence along said westerly line for the following five (5) courses and distances:

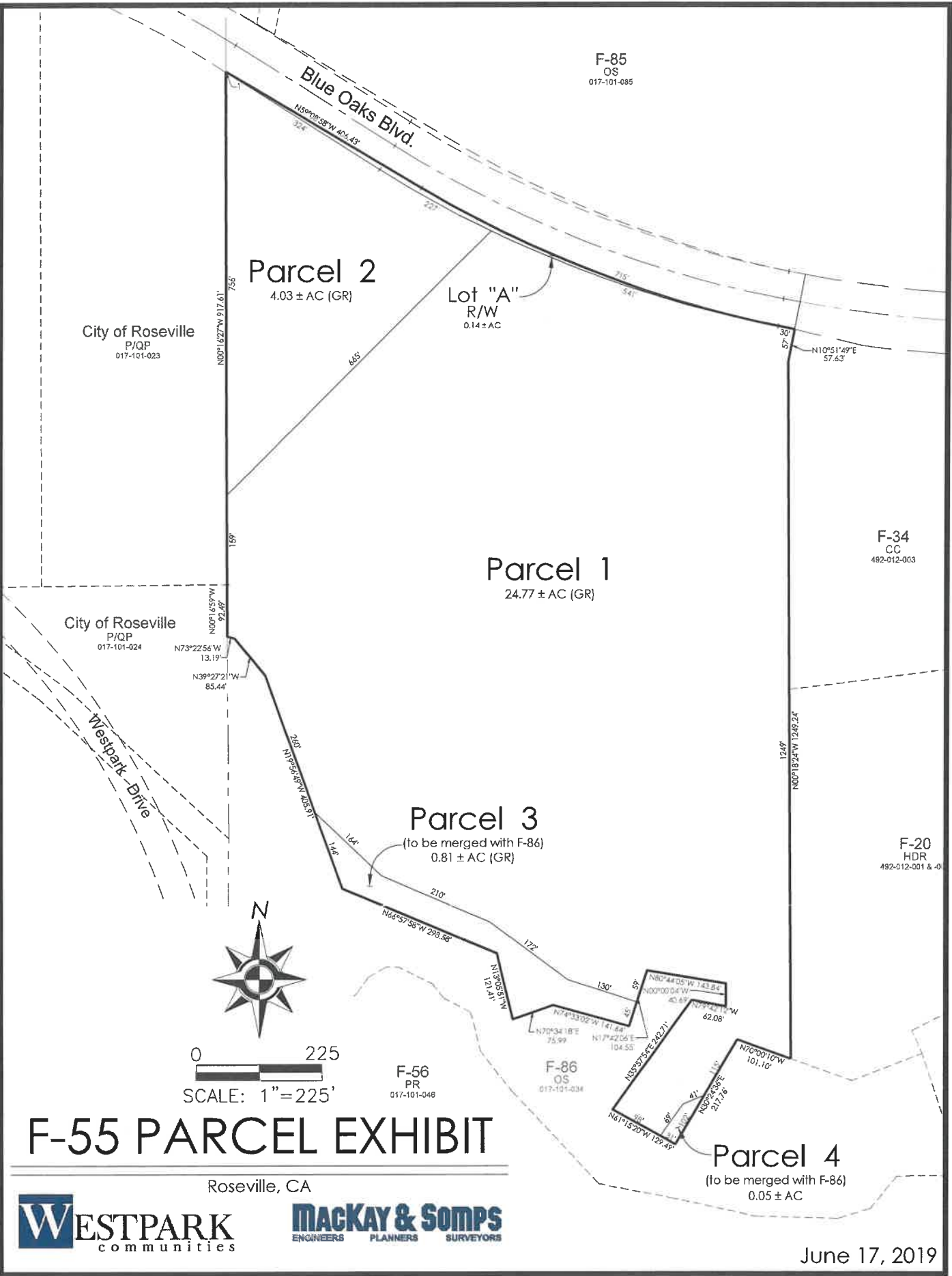
1. North 19°56'46" West a distance of 260.96 feet;
2. North 39°27'18" West a distance of 85.44 feet;
3. North 73°22'53" West a distance of 13.19 feet;
4. North 00°16'56" West a distance of 92.49 feet;
5. North 00°16'24" West a distance of 159.90 feet;

thence leaving said westerly lines, North 44°46'19" East a distance of 665.26 feet to the proposed southerly right-of-way line of Blue Oaks Boulevard; thence along said proposed right-of-way line, from a radial line which bears South 25°59'47" West, 541.44 feet along the arc of a non-tangent 2050.00 foot radius curve to the left through a central angle of 15°07'59"; thence South 79°08'11" East a distance of 30.00 feet to the point of beginning, as prepared By Robert M. Plank with Mackay & Soms Civil Engineers, Inc.

APN: 492-012-004-000 (portion of)

SCHEDULE 1.1.1(b)
DEPICTION OF PARCEL F-55

[See attached.]



6-17-2019 10:34:30 ecrow P:\18424\F55\PLN\Applications\TPM\01 TPM Submittal - 052319\01-CVR_F55.dwg [3] P:\18424\topo\D-TP-EG-WP PH4 F55.dwg [4] P:\18424\F55\PLN\Applications\TPM\VIC-MAP-TPM-F55.dwg [2] P:\18424\F55\PLN\Applications\TPM\01 TPM Submittal - 052319\01-CVR_F55.dwg

City of Roseville

P/QP

017-101-023

N00°16'27"W 917.61'

756'

Parcel 2

4.03 ± AC (GR)

N59°08'58"W 406.43'

324'

Approximate location
of Stormwater Facility
0.26± ac.

227'

Lot "A"
R/W

0.14 ± AC

665'

Parcel 1

24.77 ± AC (GR)



0 100

SCALE: 1"=100'

F-55 PARCEL 2 EXHIBIT

Roseville, CA

WESTPARK
communities

MacKay & Sumps
ENGINEERS PLANNERS SURVEYORS

June 17, 2019

F-55 PARCEL EXH

18424.F55

P:\18424\F55\PLN\Applications\TPM\01 TPM Submittal - 052319\01-CVR_F55.dwg
ecrow 10.34.30 6-17-2019

SCHEDULE 1.2.1

LEGAL DESCRIPTION OF PARCEL W-60A

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA,
COUNTY OF PLACER, CITY OF ROSEVILLE, AND IS DESCRIBED AS FOLLOWS:

Lot 24, as shown on that certain map entitled "Final Map of Westpark - Phase 4 Large Lot
Subdivision No. 00176", filed August 16, 2013, in Book CC of Maps, at Page 53, in the Office
of the Placer County Recorder.

APN: 496-020-033-000

SCHEDULE 1.1.4

PARCEL F-55 EXCLUDED PROPERTY

Any reimbursement provided for in Section 3.12 of the Parcel F-55 Development Agreement (as defined in Schedule 5.1.10).

SCHEDULE 1.2.4

PARCEL W-60A EXCLUDED PROPERTY

Reimbursements for Planning and Entitlement costs provided for in Section 4.2.4 of the Parcel W-60a Development Agreement (as defined in Schedule 5.1.10).

Reimbursements for Infrastructure benefiting third parties provided for in Section 4.2.2 of the Parcel W-60a Development Agreement.

Any reimbursement provided for in Section 3.12 of the Parcel W-60a Development Agreement.

Any other reimbursement provided for in Article 4 of the Parcel W-60a Development Agreement.

Remaining funds in the Construction Account for Westpark Community Facilities District No. 1.

Reimbursements provided for in the Funding Construction and Acquisition Agreement Westpark Community Facilities District No. 1 (City of Roseville) between City of Roseville and PL Roseville, LLC dated August 24, 2005.

Reimbursements provided for in the First Amendment to Funding Construction and Acquisition Agreement Westpark Community Facilities District No. 1 (City of Roseville) between City of Roseville and PL Roseville, LLC dated August 8, 2006.

Reimbursements provided for in the Second Amendment to Funding Construction and Acquisition Agreement Westpark Community Facilities District No. 1 (City of Roseville) between City of Roseville and West Roseville, LLC dated January 19, 2011.

Reimbursements provided for in the Third Amendment to Funding Construction and Acquisition Agreement Westpark Community Facilities District No. 1 (City of Roseville) between City of Roseville and West Roseville, LLC dated April 18, 2012.

Reimbursements provided for in the Fourth Amendment to Funding Construction and Acquisition Agreement Westpark Community Facilities District No. 1 (City of Roseville) between City of Roseville and West Roseville, LLC, dated June 5, 2013.

Pay-As-You-Go proceeds from special taxes collected by the City from Westpark Community Facilities District No. 1.

Reimbursement for Infrastructure benefiting third parties from special taxes collected by the City from Westpark Community Facilities District No. 1.

Reimbursement or credits as a result of the School Agreements for school facilities construction, land acquisition or state schools facilities construction program.

Repayment under the terms of certain Promissory Notes for the sale of school sites to the Roseville City School District or Roseville Schools, LLC.

Repayment of advances for certain habitat studies and land purchases due under the Stipulated Settlement Agreement in the matter of Defenders of Wildlife, and Butte Environmental Council (Plaintiffs) and Gale Norton, US Fish and Wildlife Service and U.S. Army Corps of Engineers (Defendants) and 1600 Placer Investors, L. P, and Roseville Fiddymment Land Venture, LLC (Intervenors).

Any of the existing entitlements to the extent they apply to property other than Parcel W-60a.

SCHEDULE 3.4.3(a)

CFD DISCLOSURES FOR PARCEL F-55

CFD NO. 1 DISCLOSURE FOR PARCEL F-55

**NOTICE OF SPECIAL TAXES
(FIDDYMENT RANCH CFD No. 1)**

ROSEVILLE, CALIFORNIA

TO: THE PROSPECTIVE PURCHASER OF THE REAL PROPERTY KNOWN AS:

All that real property lying within a portion of Section 24, Township 11 North, Range 5 East, Mount Diablo Meridian, City of Roseville, County of Placer, State of California, also being a part of the "Designated Remainder" as shown and so designated on that particular Final Map of Fiddymment Ranch Phase 3-A, filed for record November 2, 2007 in Book BB of Maps at Page 88, Placer County Records and a portion of the Lands of The City of Roseville as described in that certain Grant Deed recorded September 14, 2015 as Document 2015-0081570 Official Records of Placer County, more particularly described in the contract to purchase the property.

THIS IS A NOTIFICATION TO YOU PRIOR TO YOUR ENTERING INTO A CONTRACT TO PURCHASE THIS PROPERTY. THE SELLER IS REQUIRED TO GIVE YOU THIS NOTICE AND TO OBTAIN A COPY SIGNED BY YOU TO INDICATE THAT YOU HAVE RECEIVED AND READ A COPY OF THIS NOTICE.

(1) This property is subject to special taxes imposed by the districts or groups listed in this Notice of Special Taxes, which are in addition to the regular property taxes and any other charges, fees, special taxes, and benefit assessments on the parcel. These special taxes may not be imposed on all parcels within the City of Roseville. If you fail to pay any of these taxes when due each year, the property may be foreclosed upon and sold.

YOU SHOULD TAKE EACH OF THESE TAXES AND THE BENEFITS FROM THE FACILITIES AND SERVICES FOR WHICH EACH OF THEM PAYS INTO ACCOUNT IN DECIDING WHETHER TO BUY THIS PROPERTY.

(2) The special taxes described in this Paragraph 2 will be imposed on this property because it is part of new development within Fiddymment Ranch, and are not generally imposed upon property outside of Fiddymment Ranch. Different portions of Fiddymment Ranch and the West Roseville Specific Plan Area may be affected differently by this district. The special tax district, the maximum special tax which may be levied against this parcel during the 2004/2005 tax year, the amount by which it is anticipated to increase, the length of time that the special tax may be levied, and a brief description of the authorized facilities which are being paid for by the special taxes, and by the money received from the sale of bonds which are being repaid by the special taxes, are as follows:

District: Fiddymment Ranch Community Facilities District No. 1

Maximum Tax for 2004/2005 Base Year: N/A
Increase: 2% per annum
Facilities: Infrastructure improvements and other purposes
Term: Ongoing

This District has been formed. Some of the facilities which will be the subject of this District have not been constructed or acquired and it is possible that some may never be constructed or acquired.

YOU MAY OBTAIN INFORMATION REGARDING THE FIDDYMENT RANCH COMMUNITY FACILITIES DISTRICT NO. 1, WHICH SPECIFIES MORE PRECISELY HOW THE SPECIAL TAX FOR THAT DISTRICT IS APPORTIONED AND HOW THE PROCEEDS OF THE TAX FOR THAT DISTRICT WILL BE USED, BY CALLING:

City of Roseville (800) 755-6864
(Regarding the Fiddymment Ranch Community Facilities District No. 1)

THERE MAY BE A CHARGE FOR THESE DOCUMENTS,
NOT TO EXCEED THE REASONABLE COST OF PROVIDING
THE DOCUMENTS.

THE BUYER ACKNOWLEDGES THAT BUYER IS A SOPHISTICATED REAL ESTATE INVESTOR WHO IS FAMILIAR WITH COMMUNITY FACILITIES DISTRICTS AND THE REQUIREMENTS OF CALIFORNIA GOVERNMENT CODE SECTION 53341.5, THAT BUYER HAS REVIEWED OR HAS HAD THE OPPORTUNITY TO REVIEW THE RESOLUTIONS OF FORMATION FOR THE DISTRICTS DESCRIBED ABOVE AND THE MANNER IN WHICH THE SPECIAL TAXES ARE APPORTIONED AND HOW THE PROCEEDS OF THE TAXES WILL BE USED, THAT BUYER HAS REVIEWED OR HAS HAD THE OPPORTUNITY TO REVIEW THE BENEFITS FROM THE FACILITIES AND SERVICES FOR WHICH THE SPECIAL TAXES WILL BE LEVIED IN DECIDING WHETHER TO PURCHASE THE PROPERTY, AND THAT BUYER SHALL ASSUME THE RESPONSIBILITY TO NOTIFY ANY AND ALL SUBSEQUENT PURCHASERS OF ANY PORTION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, INDIVIDUAL PURCHASERS OF COMPLETED RESIDENTIAL UNITS, IN ACCORDANCE WITH THE REQUIREMENTS OF SUCH GOVERNMENT CODE SECTION 53341.5.

THE BUYER FURTHER ACKNOWLEDGES THAT BUYER HAS RECEIVED A COPY OF THIS NOTICE. BUYER UNDERSTANDS THAT BUYER MAY TERMINATE THE PURCHASE AGREEMENT AFTER RECEIVING THIS NOTICE WITHIN THREE DAYS AFTER THE EXECUTION OF THE PURCHASE AGREEMENT, OR BY THE END OF THE FEASIBILITY PERIOD, WHICHEVER IS LATER, BY GIVING WRITTEN NOTICE IN ACCORDANCE WITH SECTION 10.4 OF THE PURCHASE AGREEMENT.

CFD NO. 2 DISCLOSURE FOR PARCEL F-55

**NOTICE OF SPECIAL TAXES
(FIDDYMENT RANCH CFD No. 2)**

ROSEVILLE, CALIFORNIA

TO: THE PROSPECTIVE PURCHASER OF THE REAL PROPERTY KNOWN AS:

All that real property lying within a portion of Section 24, Township 11 North, Range 5 East, Mount Diablo Meridian, City of Roseville, County of Placer, State of California, also being a part of the "Designated Remainder" as shown and so designated on that particular Final Map of Fiddymment Ranch Phase 3-A, filed for record November 2, 2007 in Book BB of Maps at Page 88, Placer County Records and a portion of the Lands of The City of Roseville as described in that certain Grant Deed recorded September 14, 2015 as Document 2015-0081570 Official Records of Placer County, more particularly described in the contract to purchase the property.

THIS IS A NOTIFICATION TO YOU PRIOR TO YOUR ENTERING INTO A CONTRACT TO PURCHASE THIS PROPERTY. THE SELLER IS REQUIRED TO GIVE YOU THIS NOTICE AND TO OBTAIN A COPY SIGNED BY YOU TO INDICATE THAT YOU HAVE RECEIVED AND READ A COPY OF THIS NOTICE.

(1) This property is subject to special taxes imposed by the districts or groups listed in this Notice of Special Taxes, which are in addition to the regular property taxes and any other charges, fees, special taxes, and benefit assessments on the parcel. These special taxes may not be imposed on all parcels within the City of Roseville. If you fail to pay any of these taxes when due each year, the property may be foreclosed upon and sold.

YOU SHOULD TAKE EACH OF THESE TAXES AND THE BENEFITS FROM THE FACILITIES AND SERVICES FOR WHICH EACH OF THEM PAYS INTO ACCOUNT IN DECIDING WHETHER TO BUY THIS PROPERTY.

(2) The special taxes described in this Paragraph 2 will be imposed on this property because it is part of new development within Fiddymment Ranch, and are not generally imposed upon property outside of Fiddymment Ranch. Different portions of Fiddymment Ranch and the West Roseville Specific Plan Area may be affected differently by this district. The special tax district, the maximum special tax which may be levied against this parcel during the 2004/2005 tax year, the amount by which it is anticipated to increase, the length of time that the special tax may be levied, and a brief description of the authorized facilities which are being paid for by the special taxes, and by the money received from the sale of bonds which are being repaid by the special taxes, are as follows:

District:	Fiddymment Ranch Community Facilities District No. 2
Maximum Tax for 2004/2005 Base Year:	N/A
Increase:	4% per annum

Facilities: Landscape corridor, parks, and open space maintenance
Term: Ongoing

This District has been formed. Some of the facilities which will be the subject of this District have not been constructed or acquired and it is possible that some may never be constructed or acquired.

YOU MAY OBTAIN INFORMATION REGARDING THE FIDDYMENT RANCH COMMUNITY FACILITIES DISTRICT NO. 2, WHICH SPECIFIES MORE PRECISELY HOW THE SPECIAL TAX FOR THAT DISTRICT IS APPORTIONED AND HOW THE PROCEEDS OF THE TAX FOR THAT DISTRICT WILL BE USED, BY CALLING:

City of Roseville (800) 755-6864
(Regarding the Fiddymment Ranch Community Facilities District No. 2)

THERE MAY BE A CHARGE FOR THESE DOCUMENTS,
NOT TO EXCEED THE REASONABLE COST OF PROVIDING
THE DOCUMENTS.

THE BUYER ACKNOWLEDGES THAT BUYER IS A SOPHISTICATED REAL ESTATE INVESTOR WHO IS FAMILIAR WITH COMMUNITY FACILITIES DISTRICTS AND THE REQUIREMENTS OF CALIFORNIA GOVERNMENT CODE SECTION 53341.5, THAT BUYER HAS REVIEWED OR HAS HAD THE OPPORTUNITY TO REVIEW THE RESOLUTIONS OF FORMATION FOR THE DISTRICTS DESCRIBED ABOVE AND THE MANNER IN WHICH THE SPECIAL TAXES ARE APPORTIONED AND HOW THE PROCEEDS OF THE TAXES WILL BE USED, THAT BUYER HAS REVIEWED OR HAS HAD THE OPPORTUNITY TO REVIEW THE BENEFITS FROM THE FACILITIES AND SERVICES FOR WHICH THE SPECIAL TAXES WILL BE LEVIED IN DECIDING WHETHER TO PURCHASE THE PROPERTY, AND THAT BUYER SHALL ASSUME THE RESPONSIBILITY TO NOTIFY ANY AND ALL SUBSEQUENT PURCHASERS OF ANY PORTION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, INDIVIDUAL PURCHASERS OF COMPLETED RESIDENTIAL UNITS, IN ACCORDANCE WITH THE REQUIREMENTS OF SUCH GOVERNMENT CODE SECTION 53341.5.

THE BUYER FURTHER ACKNOWLEDGES THAT BUYER HAS RECEIVED A COPY OF THIS NOTICE. BUYER UNDERSTANDS THAT BUYER MAY TERMINATE THE PURCHASE AGREEMENT AFTER RECEIVING THIS NOTICE WITHIN THREE DAYS AFTER THE EXECUTION OF THE PURCHASE AGREEMENT, OR BY THE END OF THE FEASIBILITY PERIOD, WHICHEVER IS LATER, BY GIVING WRITTEN NOTICE IN ACCORDANCE WITH SECTION 10.4 OF THE PURCHASE AGREEMENT.

CFD NO. 3 DISCLOSURE FOR PARCEL F-55

**NOTICE OF SPECIAL TAXES
(CITY OF ROSEVILLE CFD No. 3)**

ROSEVILLE, CALIFORNIA

TO: THE PROSPECTIVE PURCHASER OF THE REAL PROPERTY KNOWN AS:

All that real property lying within a portion of Section 24, Township 11 North, Range 5 East, Mount Diablo Meridian, City of Roseville, County of Placer, State of California, also being a part of the "Designated Remainder" as shown and so designated on that particular Final Map of Fiddymment Ranch Phase 3-A, filed for record November 2, 2007 in Book BB of Maps at Page 88, Placer County Records and a portion of the Lands of The City of Roseville as described in that certain Grant Deed recorded September 14, 2015 as Document 2015-0081570 Official Records of Placer County more particularly described in the contract to purchase the property.

THIS IS A NOTIFICATION TO YOU PRIOR TO YOUR ENTERING INTO A CONTRACT TO PURCHASE THIS PROPERTY. THE SELLER IS REQUIRED TO GIVE YOU THIS NOTICE AND TO OBTAIN A COPY SIGNED BY YOU TO INDICATE THAT YOU HAVE RECEIVED AND READ A COPY OF THIS NOTICE.

(1) This property is subject to special taxes imposed by the districts or groups listed in this Notice of Special Taxes, which are in addition to the regular property taxes and any other charges, fees, special taxes, and benefit assessments on the parcel. These special taxes may not be imposed on all parcels within the City of Roseville. If you fail to pay any of these taxes when due each year, the property may be foreclosed upon and sold.

YOU SHOULD TAKE EACH OF THESE TAXES AND THE BENEFITS FROM THE FACILITIES AND SERVICES FOR WHICH EACH OF THEM PAYS INTO ACCOUNT IN DECIDING WHETHER TO BUY THIS PROPERTY.

(2) The special taxes described in this Paragraph 2 will be imposed on this property because it is part of new development within Fiddymment Ranch, and are not generally imposed upon property outside of Fiddymment Ranch. Different portions of Fiddymment Ranch and the West Roseville Specific Plan Area may be affected differently by this district. The special tax district, the maximum special tax which may be levied against this parcel during the 2004/2005 tax year, the amount by which it is anticipated to increase, the length of time that the special tax may be levied, and a brief description of the authorized facilities which are being paid for by the special taxes, and by the money received from the sale of bonds which are being repaid by the special taxes, are as follows:

District:	City of Roseville Community Facilities District No. 3
Maximum Tax for 2004/2005 Base Year:	N/A
Increase:	The lessor of i) the combined percentage increase, if any, in

Facilities: the City of Roseville General Fund Operating Budget for police and fire services, or ii) 4 % per annum
Municipal services including police, fire, recreation programs, libraries and related maintenance
Term: Ongoing

This District has been formed. Some of the facilities which will be the subject of this District have not been constructed or acquired and it is possible that some may never be constructed or acquired.

YOU MAY OBTAIN INFORMATION REGARDING THE CITY OF ROSEVILLE COMMUNITY FACILITIES DISTRICT NO. 3, WHICH SPECIFIES MORE PRECISELY HOW THE SPECIAL TAX FOR THAT DISTRICT IS APPORTIONED AND HOW THE PROCEEDS OF THE TAX FOR THAT DISTRICT WILL BE USED, BY CALLING:

City of Roseville (800) 755-6864
(Regarding the City of Roseville Community Facilities District No. 3)

THERE MAY BE A CHARGE FOR THESE DOCUMENTS,
NOT TO EXCEED THE REASONABLE COST OF PROVIDING
THE DOCUMENTS.

THE BUYER ACKNOWLEDGES THAT BUYER IS A SOPHISTICATED REAL ESTATE INVESTOR WHO IS FAMILIAR WITH COMMUNITY FACILITIES DISTRICTS AND THE REQUIREMENTS OF CALIFORNIA GOVERNMENT CODE SECTION 53341.5, THAT BUYER HAS REVIEWED OR HAS HAD THE OPPORTUNITY TO REVIEW THE RESOLUTIONS OF FORMATION FOR THE DISTRICTS DESCRIBED ABOVE AND THE MANNER IN WHICH THE SPECIAL TAXES ARE APPORTIONED AND HOW THE PROCEEDS OF THE TAXES WILL BE USED, THAT BUYER HAS REVIEWED OR HAS HAD THE OPPORTUNITY TO REVIEW THE BENEFITS FROM THE FACILITIES AND SERVICES FOR WHICH THE SPECIAL TAXES WILL BE LEVIED IN DECIDING WHETHER TO PURCHASE THE PROPERTY, AND THAT BUYER SHALL ASSUME THE RESPONSIBILITY TO NOTIFY ANY AND ALL SUBSEQUENT PURCHASERS OF ANY PORTION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, INDIVIDUAL PURCHASERS OF COMPLETED RESIDENTIAL UNITS, IN ACCORDANCE WITH THE REQUIREMENTS OF SUCH GOVERNMENT CODE SECTION 53341.5.

THE BUYER FURTHER ACKNOWLEDGES THAT BUYER HAS RECEIVED A COPY OF THIS NOTICE. BUYER UNDERSTANDS THAT BUYER MAY TERMINATE THE PURCHASE AGREEMENT AFTER RECEIVING THIS NOTICE WITHIN THREE DAYS AFTER THE EXECUTION OF THE PURCHASE AGREEMENT, OR BY THE END OF THE FEASIBILITY PERIOD, WHICHEVER IS LATER, BY GIVING WRITTEN NOTICE IN ACCORDANCE WITH SECTION 10.4 OF THE PURCHASE AGREEMENT.

SCHEDULE 3.4.3(b)

CFD DISCLOSURES FOR PARCEL W-60(a)

CFD NO. 1 DISCLOSURE FOR PARCEL W-60(a)

**NOTICE OF SPECIAL TAXES
(WESTPARK CFD No. 1)**

ROSEVILLE, CALIFORNIA

TO: THE PROSPECTIVE PURCHASER OF THE REAL PROPERTY KNOWN AS:

Lot 24, as shown on that certain map entitled "Final Map of Westpark - Phase 4 Large Lot Subdivision No. 00176", filed August 16, 2013, in Book CC of Maps, at Page 53, in the Office of the Placer County Recorder.

THIS IS A NOTIFICATION TO YOU PRIOR TO YOUR ENTERING INTO A CONTRACT TO PURCHASE THIS PROPERTY. THE SELLER IS REQUIRED TO GIVE YOU THIS NOTICE AND TO OBTAIN A COPY SIGNED BY YOU TO INDICATE THAT YOU HAVE RECEIVED AND READ A COPY OF THIS NOTICE.

(1) This property is subject to special taxes imposed by the districts or groups listed in this Notice of Special Taxes, which are in addition to the regular property taxes and any other charges, fees, special taxes, and benefit assessments on the parcel. These special taxes may not be imposed on all parcels within the City of Roseville. If you fail to pay any of these taxes when due each year, the property may be foreclosed upon and sold.

YOU SHOULD TAKE EACH OF THESE TAXES AND THE BENEFITS FROM THE FACILITIES AND SERVICES FOR WHICH EACH OF THEM PAYS INTO ACCOUNT IN DECIDING WHETHER TO BUY THIS PROPERTY.

(2) The special taxes described in this Paragraph 2 will be imposed on this property because it is part of new development within Westpark, and are not generally imposed upon property outside of Westpark. Different portions of Westpark and the West Roseville Specific Plan Area may be affected differently by this district. The special tax district, the maximum special tax which may be levied against this parcel during the 2004/2005 tax year, the amount by which it is anticipated to increase, the length of time that the special tax may be levied, and a brief description of the authorized facilities which are being paid for by the special taxes, and by the money received from the sale of bonds which are being repaid by the special taxes, are as follows:

District:	Westpark Community Facilities District No. 1
Maximum Tax for 2004/2005 Base Year:	N/A
Increase:	2% per annum
Facilities:	Infrastructure improvements and other purposes
Term:	Ongoing

This District has been formed. Some of the facilities which will be the subject of this District have not been constructed or acquired and it is possible that some may never be constructed or acquired.

YOU MAY OBTAIN INFORMATION REGARDING THE WESTPARK COMMUNITY FACILITIES DISTRICT NO. 1, WHICH SPECIFIES MORE PRECISELY HOW THE SPECIAL TAX FOR THAT DISTRICT IS APPORTIONED AND HOW THE PROCEEDS OF THE TAX FOR THAT DISTRICT WILL BE USED, BY CALLING:

City of Roseville (800) 755-6864
(Regarding the Westpark Community Facilities District No. 1)

THERE MAY BE A CHARGE FOR THESE DOCUMENTS,
NOT TO EXCEED THE REASONABLE COST OF PROVIDING
THE DOCUMENTS.

THE BUYER ACKNOWLEDGES THAT BUYER IS A SOPHISTICATED REAL ESTATE INVESTOR WHO IS FAMILIAR WITH COMMUNITY FACILITIES DISTRICTS AND THE REQUIREMENTS OF CALIFORNIA GOVERNMENT CODE SECTION 53341.5, THAT BUYER HAS REVIEWED OR HAS HAD THE OPPORTUNITY TO REVIEW THE RESOLUTIONS OF FORMATION FOR THE DISTRICTS DESCRIBED ABOVE AND THE MANNER IN WHICH THE SPECIAL TAXES ARE APPORTIONED AND HOW THE PROCEEDS OF THE TAXES WILL BE USED, THAT BUYER HAS REVIEWED OR HAS HAD THE OPPORTUNITY TO REVIEW THE BENEFITS FROM THE FACILITIES AND SERVICES FOR WHICH THE SPECIAL TAXES WILL BE LEVIED IN DECIDING WHETHER TO PURCHASE THE PROPERTY, AND THAT BUYER SHALL ASSUME THE RESPONSIBILITY TO NOTIFY ANY AND ALL SUBSEQUENT PURCHASERS OF ANY PORTION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, INDIVIDUAL PURCHASERS OF COMPLETED RESIDENTIAL UNITS, IN ACCORDANCE WITH THE REQUIREMENTS OF SUCH GOVERNMENT CODE SECTION 53341.5.

THE BUYER FURTHER ACKNOWLEDGES THAT BUYER HAS RECEIVED A COPY OF THIS NOTICE. BUYER UNDERSTANDS THAT BUYER MAY TERMINATE THE PURCHASE AGREEMENT AFTER RECEIVING THIS NOTICE WITHIN THREE DAYS AFTER THE EXECUTION OF THE PURCHASE AGREEMENT, OR BY THE END OF THE FEASIBILITY PERIOD, WHICHEVER IS LATER, BY GIVING WRITTEN NOTICE IN ACCORDANCE WITH SECTION 10.4 OF THE PURCHASE AGREEMENT.

CFD NO. 2 DISCLOSURE FOR PARCEL W-60(a)

**NOTICE OF SPECIAL TAXES
(WESTPARK CFD No. 2)**

ROSEVILLE, CALIFORNIA

TO: THE PROSPECTIVE PURCHASER OF THE REAL PROPERTY KNOWN AS:

Lot 24, as shown on that certain map entitled "Final Map of Westpark - Phase 4 Large Lot Subdivision No. 00176", filed August 16, 2013, in Book CC of Maps, at Page 53, in the Office of the Placer County Recorder.

THIS IS A NOTIFICATION TO YOU PRIOR TO YOUR ENTERING INTO A CONTRACT TO PURCHASE THIS PROPERTY. THE SELLER IS REQUIRED TO GIVE YOU THIS NOTICE AND TO OBTAIN A COPY SIGNED BY YOU TO INDICATE THAT YOU HAVE RECEIVED AND READ A COPY OF THIS NOTICE.

(1) This property is subject to special taxes imposed by the districts or groups listed in this Notice of Special Taxes, which are in addition to the regular property taxes and any other charges, fees, special taxes, and benefit assessments on the parcel. These special taxes may not be imposed on all parcels within the City of Roseville. If you fail to pay any of these taxes when due each year, the property may be foreclosed upon and sold.

YOU SHOULD TAKE EACH OF THESE TAXES AND THE BENEFITS FROM THE FACILITIES AND SERVICES FOR WHICH EACH OF THEM PAYS INTO ACCOUNT IN DECIDING WHETHER TO BUY THIS PROPERTY.

(2) The special taxes described in this Paragraph 2 will be imposed on this property because it is part of new development within Westpark, and are not generally imposed upon property outside of Westpark. Different portions of Westpark and the West Roseville Specific Plan Area may be affected differently by this district. The special tax district, the maximum special tax which may be levied against this parcel during the 2004/2005 tax year, the amount by which it is anticipated to increase, the length of time that the special tax may be levied, and a brief description of the authorized facilities which are being paid for by the special taxes, and by the money received from the sale of bonds which are being repaid by the special taxes, are as follows:

District:	Westpark Community Facilities District No. 2
Maximum Tax for 2004/2005 Base Year:	N/A
Increase:	4% per annum
Facilities:	Landscape corridor, parks, and open space maintenance
Term:	Ongoing

This District has been formed. Some of the facilities which will be the subject of this District have not been constructed or acquired and it is possible that some may never be constructed or acquired.

YOU MAY OBTAIN INFORMATION REGARDING THE WESTPARK COMMUNITY FACILITIES DISTRICT NO. 2, WHICH SPECIFIES MORE PRECISELY HOW THE SPECIAL TAX FOR THAT DISTRICT IS APPORTIONED AND HOW THE PROCEEDS OF THE TAX FOR THAT DISTRICT WILL BE USED, BY CALLING:

City of Roseville (800) 755-6864
(Regarding the Westpark Community Facilities District No. 2)

THERE MAY BE A CHARGE FOR THESE DOCUMENTS,
NOT TO EXCEED THE REASONABLE COST OF PROVIDING
THE DOCUMENTS.

THE BUYER ACKNOWLEDGES THAT BUYER IS A SOPHISTICATED REAL ESTATE INVESTOR WHO IS FAMILIAR WITH COMMUNITY FACILITIES DISTRICTS AND THE REQUIREMENTS OF CALIFORNIA GOVERNMENT CODE SECTION 53341.5, THAT BUYER HAS REVIEWED OR HAS HAD THE OPPORTUNITY TO REVIEW THE RESOLUTIONS OF FORMATION FOR THE DISTRICTS DESCRIBED ABOVE AND THE MANNER IN WHICH THE SPECIAL TAXES ARE APPORTIONED AND HOW THE PROCEEDS OF THE TAXES WILL BE USED, THAT BUYER HAS REVIEWED OR HAS HAD THE OPPORTUNITY TO REVIEW THE BENEFITS FROM THE FACILITIES AND SERVICES FOR WHICH THE SPECIAL TAXES WILL BE LEVIED IN DECIDING WHETHER TO PURCHASE THE PROPERTY, AND THAT BUYER SHALL ASSUME THE RESPONSIBILITY TO NOTIFY ANY AND ALL SUBSEQUENT PURCHASERS OF ANY PORTION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, INDIVIDUAL PURCHASERS OF COMPLETED RESIDENTIAL UNITS, IN ACCORDANCE WITH THE REQUIREMENTS OF SUCH GOVERNMENT CODE SECTION 53341.5.

THE BUYER FURTHER ACKNOWLEDGES THAT BUYER HAS RECEIVED A COPY OF THIS NOTICE. BUYER UNDERSTANDS THAT BUYER MAY TERMINATE THE PURCHASE AGREEMENT AFTER RECEIVING THIS NOTICE WITHIN THREE DAYS AFTER THE EXECUTION OF THE PURCHASE AGREEMENT, OR BY THE END OF THE FEASIBILITY PERIOD, WHICHEVER IS LATER, BY GIVING WRITTEN NOTICE IN ACCORDANCE WITH SECTION 10.4 OF THE PURCHASE AGREEMENT.

CFD NO. 3 DISCLOSURE FOR PARCEL W-60(a)

**NOTICE OF SPECIAL TAXES
(CITY OF ROSEVILLE CFD No. 3)**

ROSEVILLE, CALIFORNIA

TO: THE PROSPECTIVE PURCHASER OF THE REAL PROPERTY KNOWN AS:

Lot 24, as shown on that certain map entitled "Final Map of Westpark - Phase 4 Large Lot Subdivision No. 00176", filed August 16, 2013, in Book CC of Maps, at Page 53, in the Office of the Placer County Recorder.

THIS IS A NOTIFICATION TO YOU PRIOR TO YOUR ENTERING INTO A CONTRACT TO PURCHASE THIS PROPERTY. THE SELLER IS REQUIRED TO GIVE YOU THIS NOTICE AND TO OBTAIN A COPY SIGNED BY YOU TO INDICATE THAT YOU HAVE RECEIVED AND READ A COPY OF THIS NOTICE.

(1) This property is subject to special taxes imposed by the districts or groups listed in this Notice of Special Taxes, which are in addition to the regular property taxes and any other charges, fees, special taxes, and benefit assessments on the parcel. These special taxes may not be imposed on all parcels within the City of Roseville. If you fail to pay any of these taxes when due each year, the property may be foreclosed upon and sold.

YOU SHOULD TAKE EACH OF THESE TAXES AND THE BENEFITS FROM THE FACILITIES AND SERVICES FOR WHICH EACH OF THEM PAYS INTO ACCOUNT IN DECIDING WHETHER TO BUY THIS PROPERTY.

(2) The special taxes described in this Paragraph 2 will be imposed on this property because it is part of new development within Westpark, and are not generally imposed upon property outside of Westpark. Different portions of Westpark and the West Roseville Specific Plan Area may be affected differently by this district. The special tax district, the maximum special tax which may be levied against this parcel during the 2004/2005 tax year, the amount by which it is anticipated to increase, the length of time that the special tax may be levied, and a brief description of the authorized facilities which are being paid for by the special taxes, and by the money received from the sale of bonds which are being repaid by the special taxes, are as follows:

District:	City of Roseville Community Facilities District No. 3
Maximum Tax for 2004/2005 Base Year:	\$610 per acre
Increase:	The 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) 4 % per annum
Facilities:	Municipal services including police, fire, recreation programs, libraries and related maintenance
Term:	Ongoing

This District has been formed. Some of the facilities which will be the subject of this District have not been constructed or acquired and it is possible that some may never be constructed or acquired.

YOU MAY OBTAIN INFORMATION REGARDING THE CITY OF ROSEVILLE COMMUNITY FACILITIES DISTRICT NO. 3, WHICH SPECIFIES MORE PRECISELY HOW THE SPECIAL TAX FOR THAT DISTRICT IS APPORTIONED AND HOW THE PROCEEDS OF THE TAX FOR THAT DISTRICT WILL BE USED, BY CALLING:

City of Roseville (800) 755-6864
(Regarding the City of Roseville Community Facilities District No. 3)

THERE MAY BE A CHARGE FOR THESE DOCUMENTS,
NOT TO EXCEED THE REASONABLE COST OF PROVIDING
THE DOCUMENTS.

THE BUYER ACKNOWLEDGES THAT BUYER IS A SOPHISTICATED REAL ESTATE INVESTOR WHO IS FAMILIAR WITH COMMUNITY FACILITIES DISTRICTS AND THE REQUIREMENTS OF CALIFORNIA GOVERNMENT CODE SECTION 53341.5, THAT BUYER HAS REVIEWED OR HAS HAD THE OPPORTUNITY TO REVIEW THE RESOLUTIONS OF FORMATION FOR THE DISTRICTS DESCRIBED ABOVE AND THE MANNER IN WHICH THE SPECIAL TAXES ARE APPORTIONED AND HOW THE PROCEEDS OF THE TAXES WILL BE USED, THAT BUYER HAS REVIEWED OR HAS HAD THE OPPORTUNITY TO REVIEW THE BENEFITS FROM THE FACILITIES AND SERVICES FOR WHICH THE SPECIAL TAXES WILL BE LEVIED IN DECIDING WHETHER TO PURCHASE THE PROPERTY, AND THAT BUYER SHALL ASSUME THE RESPONSIBILITY TO NOTIFY ANY AND ALL SUBSEQUENT PURCHASERS OF ANY PORTION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, INDIVIDUAL PURCHASERS OF COMPLETED RESIDENTIAL UNITS, IN ACCORDANCE WITH THE REQUIREMENTS OF SUCH GOVERNMENT CODE SECTION 53341.5.

THE BUYER FURTHER ACKNOWLEDGES THAT BUYER HAS RECEIVED A COPY OF THIS NOTICE. BUYER UNDERSTANDS THAT BUYER MAY TERMINATE THE PURCHASE AGREEMENT AFTER RECEIVING THIS NOTICE WITHIN THREE DAYS AFTER THE EXECUTION OF THE PURCHASE AGREEMENT, OR BY THE END OF THE FEASIBILITY PERIOD, WHICHEVER IS LATER, BY GIVING WRITTEN NOTICE IN ACCORDANCE WITH SECTION 10.4 OF THE PURCHASE AGREEMENT.

SCHEDULE 4.2.2

DEED

**Recording Requested by and
When Recorded Mail to:**

[Insert Address]

Mail Tax Statements to:

[Insert Address]

Placer County APNs: _____

THE UNDERSIGNED GRANTOR DECLARES*:

DOCUMENTARY TRANSFER TAX \$ _____ CO. \$ _____ CY.

- ☒ COMPUTED ON FULL VALUE OF PROPERTY CONVEYED, OR
☐ COMPUTED ON FULL VALUE LESS LIENS REMAINING AT TIME OF SALE
☐ CITY OF _____ ☐ UNINCORPORATED AREA

GRANT DEED

For valuable consideration, receipt and adequacy of which are hereby acknowledged, _____ (“Grantor”), hereby grants, sells, conveys and transfers to _____ (“Grantee”), that certain improved real property located in the City of Roseville, Placer County, California, as legally described in Exhibit A attached hereto and incorporated herein (the “Real Property”), together with all improvements, structures and fixtures (other than trade fixtures) (collectively, the “Improvements”) located thereon, and all easements, appurtenances, development rights, mineral rights, water rights, air rights, and other rights and privileges belonging or appertaining to the Real Property and Improvements, and all right, title and interest in, to and under adjoining streets, rights of way and access easements (collectively, the “Property”).

The property transferred pursuant to this Grant Deed is subject to the mitigation payments required under that certain Amended West Roseville Specific Plan/Mutual Benefit High School Agreement, dated September 20, 2004, and recorded in the Official Records of Placer County on November 17, 2004, as Document No. 2004-0153916.

IN WITNESS WHEREOF, Grantor has caused its duly authorized representative to execute this instrument as of the date hereinafter written.

Dated: _____, 20____

GRANTOR:**

_____,
a _____

By: _____

Name: _____

Title: _____

*The City is exempt from paying documentary transfer tax for the property being conveyed to the City. R&T 11922. Revise deed to reflect same prior to Closing.

**The Mayor and City Clerk must sign, acknowledge and deliver the deed. GC § 38509. Revise deed to reflect same prior to Closing.

Exhibit A
Legal Description of the Property

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA,
COUNTY OF PLACER, CITY OF ROSEVILLE, AND IS DESCRIBED AS FOLLOWS:

ACKNOWLEDGEMENT

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

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On this _____ day of _____, 20____, before me, _____
_____, Notary Public, personally appeared _____ who proved to me on the
basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized
capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity
upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____ (Seal)

SCHEDULE 4.2.3

GENERAL ASSIGNMENT

THIS GENERAL ASSIGNMENT ("Assignment") dated effective as of _____, 20____ (the "Effective Date"), is entered into by and between _____ ("Assignor"), and _____ ("Assignee").

W I T N E S S E T H:

Assignor, as seller, and Assignee, as buyer, entered into that certain Purchase and Sale Agreement and Escrow Instructions dated _____, 2019 (the "Purchase Agreement") concerning the exchange of certain real property located in the City of Roseville, County of Placer, State of California, as legally described in Exhibit A attached hereto and incorporated herein (the "Real Property"), together with all improvements, structures and fixtures (other than trade fixtures) (collectively, the "Improvements"). Capitalized terms not defined in this Agreement have the meanings given to those terms in the Purchase Agreement.

Under the Purchase Agreement, Assignor is obligated to assign to Assignee any and all of Assignor's right, title, interest and obligations in, to and under assignable intangible personal property owned by Seller relating to the Real Property and Improvements, including, without limitation, the matters set forth Exhibit B, attached hereto, each to the extent applicable to the Real Property, but expressly excluding the excluded property set forth on Exhibit B (collectively, the "Intangible Property").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Effective as of the Effective Date, Assignor hereby assigns, sells, transfers, sets over and delivers unto Assignee all of Assignor's right, title, interest and obligations in, to and under the Intangible Property.
2. Effective as of the Effective Date, Assignee hereby accepts and assumes Assignor's right, title, interest and obligations in, to and under the Intangible Property arising from and after the Effective Date and expressly excluding any breach or default by Assignor thereunder.
3. Assignor does hereby covenant with Assignee, and represents and warrants to Assignee, that Assignor has not previously assigned, conveyed, or transferred to any other party, any of its rights to the Intangible Property. Assignor further represents and warrants that Assignor has received no written or any other form of notice that that is pending or currently threatened any litigation or any other disputes or claims pertaining to or affecting the Intangible Property.
4. In the event of the bringing of any action or suit by a party hereto against another party hereunder by reason of any breach of any of the covenants, conditions, agreements or provisions on the part of the other party arising out of this Assignment, then in that event the

prevailing party shall be entitled to have and recover of and from the other party all costs and expenses of the action or suit, including reasonable attorneys' fees.

5. This Assignment shall be binding upon and inure to the benefit of the successors, permitted assignees, personal representatives, heirs and legatees of all the respective parties hereto.

6. This Assignment shall not merge with or limit any provision of the Purchase Agreement, and the provisions of the Purchase Agreement shall govern and control the rights and obligations of Assignor and Assignee with respect to all matters described therein.

7. This Assignment shall be governed by, interpreted under, and construed and enforceable in accordance with, the laws of the State of California.

8. Assignor hereby agrees to protect, indemnify, defend and hold Assignee, its officers, directors, shareholders, members, affiliates, employees, successors and assigns, harmless from and against any and all claims, demands, damages, actions, causes of action, losses, judgments, liabilities, costs and expenses (including, without limitation, attorneys' fees, disbursements and court costs incurred as a result of such claims or in enforcing this indemnity provision) (collectively, "Claims") arising out of or related to any breach of or default under the Intangible Property first arising prior to the Effective Date. Assignee hereby agrees to protect, indemnify, defend and hold Assignor, its officers, directors, shareholders, members, affiliates, employees, successors and assigns, harmless from and against any and all Claims arising out of or related to any breach of or default under the Intangible Property first arising after the Effective Date.

9. This Assignment may be executed in one or more counterparts. All counterparts so executed shall constitute one contract, binding on all parties, even though all parties are not signatory to the same counterpart.

10. Assignor and Assignee each agree to perform such further acts and to execute and deliver such additional agreements and instruments as the other may reasonably require to consummate, evidence or confirm the assignment contained herein in the manner contemplated hereby.

[Remainder of page intentionally left blank]

[Signature page(s) follow]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the Effective Date.

ASSIGNOR:

ASSIGNEE:

_____,
a _____

_____,
a _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Exhibit A
Legal Description of the Real Property

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA,
COUNTY OF PLACER, CITY OF ROSEVILLE, AND IS DESCRIBED AS FOLLOWS:

Exhibit B
Description of Intangible Property

[List Intangible Property]

But expressly excluding the following “Excluded Property”:

[List Excluded Property]

SCHEDULE 4.2.4

DEVELOPMENT AGREEMENT ASSIGNMENT

WHEN RECORDED,
RETURN TO:

ASSIGNMENT AND ASSUMPTION AGREEMENT
RELATIVE TO
[DEVELOPMENT AGREEMENT]

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this “**Assignment**”) is entered into this ____ day of _____, 20__ (the “**Effective Date**”), by and between _____, a _____ (“**Assignor**”), and _____, a _____ (“**Assignee**”).

RECITALS

A. On _____, 20__, the City of Roseville and _____ (“**Original Developer**”) entered into that certain agreement entitled “_____”, as amended from time to time (hereinafter, the “**Development Agreement**”). Pursuant to the Development Agreement, Original Developer agreed to develop certain property more particularly described in the Development Agreement (the “**Subject Property**”), subject to certain conditions and obligation as set forth in the Development Agreement. The Development Agreement was recorded against the Subject Property on _____, 20__, in the Official Records of Placer County, California as Document No. _____.

B. [Revise as applicable: On _____, 20__, Original Developer conveyed a portion of the Subject Property to Assignor and, upon such conveyance, the rights and obligations under the Development Agreement with respect to and as related to the property conveyed were transferred therewith.]

C. Assignor has conveyed to Assignee a portion of its property more particularly identified and described in Exhibit A attached hereto (hereinafter the “**Assigned Property**”). The conveyance was pursuant to that certain Purchase and Sale Agreement and Escrow Instructions dated _____, 2019 (the “**Purchase Agreement**”). Assignor desires to assign and Assignee desires to assume certain of Assignor’s right, title, interest, burdens and obligations under the Development Agreement.

ASSIGNMENT AND ASSUMPTION

NOW, THEREFORE, Assignor and Assignee hereby agree as follows:

1. Effective as of the Effective Date, Assignor hereby assigns to Assignee all of the rights, title, interest, burdens and obligations of Assignor under the Development Agreement solely with respect to and as related to the Assigned Property, arising from and after the Effective Date and expressly excluding any prior breach or default by Assignor thereunder and any Excluded Property (as defined in the Purchase Agreement) (the “**Assigned Rights and Obligations**”). As between Assignor and Assignee, Assignor retains all the rights, title, interest, burdens and obligations under the Development Agreement not included within the Assigned Rights and Obligations.

2. Effective as of the Effective Date, Assignee hereby assumes all of the Assigned Rights and Obligations and agrees to observe and fully perform all the duties and obligations of Assignor under the Development Agreement included within the Assigned Rights and Obligations and to be subject to all the terms and conditions thereof with respect to the Assigned Property. The parties intend that, upon the execution of this Assignment and conveyance of the Assigned Property to Assignee, Assignee shall become substituted for Assignor as the “Developer” under the Development Agreement with respect to the Assigned Property.

3. Assignor hereby agrees to protect, indemnify, defend and hold Assignee, its officers, directors, shareholders, members, affiliates, employees, successors and assigns, harmless from and against any and all claims, demands, damages, actions, causes of action, losses, judgments, liabilities, costs and expenses (including, without limitation, attorneys' fees, disbursements and court costs incurred as a result of such claims or in enforcing this indemnity provision) (collectively, “**Claims**”) arising out of or related to any breach of or default under the Development Agreement with respect to the Assigned Rights and Obligations first arising prior to the Effective Date. Assignee hereby agrees to protect, indemnify, defend and hold Assignor, its officers, directors, shareholders, members, affiliates, employees, successors and assigns, harmless from and against any and all Claims arising out of or related to any breach of or default under the Development Agreement with respect to the Assigned Rights and Obligations first arising after the Effective Date.

4. All of the covenants, terms and conditions set forth herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

5. The notice address described in Section ____ of the Development Agreement for the “Developer” with respect to the Assigned Property shall be:

6. This Assignment may be executed in one or more counterparts. All counterparts so executed shall constitute one contract, binding on all parties, even though all parties are not signatory to the same counterpart.

7. Assignor and Assignee each agree to perform such further acts and to execute and deliver such additional agreements and instruments as the other may reasonably require to consummate, evidence or confirm the assignment contained herein in the manner contemplated hereby.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the Effective Date.

ASSIGNOR:

_____,
a _____

By: _____
Name: _____
Title: _____

ASSIGNEE:

_____,
a _____

By: _____
Name: _____
Title: _____

Exhibit A

Legal Description of Assigned Property

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA,
COUNTY OF PLACER, CITY OF ROSEVILLE, AND IS DESCRIBED AS FOLLOWS:

SCHEDULE 4.2.5

E.S. AGREEMENT ASSIGNMENT

WHEN RECORDED,
RETURN TO:

ASSIGNMENT AND ASSUMPTION AGREEMENT
RELATIVE TO THE
SCHOOL MITIGATION AGREEMENT BY AND BETWEEN
ROSEVILLE CITY SCHOOL DISTRICT AND
ROSEVILLE FIDDYMENT LAND VENTURE LLC AND
1600 PLACER INVESTORS, LP,
RELATIVE TO THE WEST ROSEVILLE SPECIFIC PLAN

This Assignment and Assumption Agreement (this "**Assignment**") is entered into this ____ day of _____, 20__ (the "**Effective Date**"), by and between _____, a _____ ("**Assignor**"), and _____, a _____ ("**Assignee**").

RECITALS

A. On September 4, 2003, the Roseville City School District ("**District**"), Roseville/Fiddymment Land Venture, LLC and 1600 Placer Investors, L.P. ("**1600 Placer**") entered into that certain agreement entitled "School Mitigation Agreement By And Between The Roseville City School District and Roseville Fiddymment Land Venture LLC and 1600 Placer Investors, LP, Relative to the West Roseville Specific Plan", as amended from time to time (hereinafter, the "**School Agreement**"). The School Agreement was recorded on October 14, 2003 in the Official Records of Placer County, California as Document No. 2003-0176005, and affects property within the West Roseville Specific Plan Area.

B. [Revise as applicable: On _____, 20__, 1600 Placer conveyed the Westpark property to PL Roseville, LP ("**PL Roseville**"). On _____, 20__, PL Roseville conveyed a portion of the Westpark property to Assignor. Upon each conveyance, the rights and obligations under the School Agreement with respect to and as related to the property conveyed were transferred therewith.]

C. Assignor has conveyed to Assignee a portion of its property, more particularly identified and described in Exhibit A attached hereto (hereinafter the "**Assigned Property**"). The conveyance was pursuant to that certain Purchase and Sale Agreement and Escrow Instructions dated _____, 2019 (the "**Purchase Agreement**"). In connection with that

conveyance, Assignor desires to assign and Assignee desires to assume certain of Assignor's right, title, interest, burdens and obligations under the School Agreement.

ASSIGNMENT AND ASSUMPTION

NOW, THEREFORE, Assignor and Assignee hereby agree as follows:

1. Effective as of the Effective Date, Assignor hereby assigns to Assignee all of the rights, title, interest, of Assignor under the School Agreement solely with respect to and as related to the Assigned Property, arising from and after the Effective Date and expressly excluding (a) any prior breach or default by Assignor thereunder, (b) the obligation to fund any shortfall payments under the School Agreement and (c) any Excluded Property (as defined in the Purchase Agreement) (the "**Assigned Rights and Obligations**"). As between Assignor and Assignee, Assignor expressly retains all the rights, title, interest, burdens and obligations under the School Agreement other than the Assigned Rights and Obligations.

2. Effective as of the Effective Date, Assignee hereby accepts and assumes all of the Assigned Rights and Obligations and agrees to observe and fully perform all the duties and obligations of Assignor under the School Agreement included within the Assigned Rights and Obligations and to be subject to all the terms and conditions thereof with respect to the Assigned Property.

3. Assignor hereby agrees to protect, indemnify, defend and hold Assignee, its officers, directors, shareholders, members, affiliates, employees, successors and assigns, harmless from and against any and all claims, demands, damages, actions, causes of action, losses, judgments, liabilities, costs and expenses (including, without limitation, attorneys' fees, disbursements and court costs incurred as a result of such claims or in enforcing this indemnity provision) (collectively, "**Claims**") arising out of or related to any breach of or default under the School Agreement with respect to the Assigned Rights and Obligations first arising prior to the Effective Date. Assignee hereby agrees to protect, indemnify, defend and hold Assignor, its officers, directors, shareholders, members, affiliates, employees, successors and assigns, harmless from and against any and all Claims arising out of or related to any breach of or default under the School Agreement with respect to the Assigned Rights and Obligations first arising after the Effective Date.

4. All of the covenants, terms and conditions set forth herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

5. The notice address described in Section 6.12 of the School Agreement for the "Landowner" with respect to the Assigned Property shall be:

6. This Assignment may be executed in one or more counterparts. All counterparts so executed shall constitute one contract, binding on all parties, even though all parties are not signatory to the same counterpart.

7. Assignor and Assignee each agree to perform such further acts and to execute and deliver such additional agreements and instruments as the other may reasonably require to consummate, evidence or confirm the assignment contained herein in the manner contemplated hereby.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the Effective Date.

ASSIGNOR:

_____,
a _____

By: _____
Name: _____
Title: _____

ASSIGNEE:

_____,
a _____

By: _____
Name: _____
Title: _____

Exhibit A

Legal Description of Assigned Property

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA,
COUNTY OF PLACER, CITY OF ROSEVILLE, AND IS DESCRIBED AS FOLLOWS:

SCHEDULE 4.2.6

H.S. AGREEMENT ASSIGNMENT

WHEN RECORDED,
RETURN TO:

ASSIGNMENT AND ASSUMPTION AGREEMENT
RELATIVE TO THE
AMENDED WEST ROSEVILLE SPECIFIC PLAN/MUTUAL BENEFIT HIGH
SCHOOL MITIGATION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this “**Assignment**”) is entered into this ____ day of _____, 20__ (the “**Effective Date**”), by and between _____, a _____ (“**Assignor**”), and _____, a _____ (“**Assignee**”).

RECITALS

A. The Roseville Joint Union High School District, Roseville/Fiddymont Land Venture, LLC and 1600 Placer Investors, L.P. (“**1600 Placer**”) entered into that certain agreement, dated September 20, 2004, entitled “Amended West Roseville Specific Plan/Mutual Benefit High School Agreement”, as amended from time to time (hereinafter the “**H.S. Agreement**”). The H.S. Agreement was recorded on November 17, 2004 in the Official Records of Placer County, California as Document No. 2004-0153916, and affects property within the West Roseville Specific Plan Area.

B. [Revise as applicable: On _____, 20__, 1600 Placer conveyed the Westpark property to PL Roseville, LP (“**PL Roseville**”). On _____, 20__, PL Roseville conveyed a portion of the Westpark property to Assignor. Upon each conveyance, the rights and obligations under the School Agreement with respect to and as related to the property conveyed were transferred therewith.]

C. Assignor has conveyed to Assignee a portion of its property, more particularly identified and described in Exhibit A attached hereto (the “**Assigned Property**”). The conveyance was pursuant to that certain Purchase and Sale Agreement and Escrow Instructions dated _____, 2019 (the “**Purchase Agreement**”). In connection with that conveyance, Assignor desires to assign and Assignee desires to assume certain of Assignor’s right, title, interest, burdens and obligations under the H.S. Agreement.

ASSIGNMENT AND ASSUMPTION

NOW, THEREFORE, Assignor and Assignee hereby agree as follows:

1. Effective as of the Effective Date, Assignor hereby assigns to Assignee all of the rights, title, interest, of Assignor under the H.S. Agreement solely with respect to and as related to the Assigned Property, arising from and after the Effective Date and expressly excluding any prior breach or default by Assignor thereunder and any Excluded Property (as defined in the Purchase Agreement) (the “**Assigned Rights and Obligations**”). As between Assignor and Assignee, Assignor retains all the rights, title, interest, burdens and obligations under the H.S. Agreement not included in the Assigned Rights and Obligations.

2. Effective as of the Effective Date, Assignee hereby assumes all of the Assigned Rights and Obligations and agrees to observe and fully perform all the duties and obligations of Assignor under the H.S. Agreement included within the Assigned Rights and Obligations and to be subject to all the terms and conditions thereof with respect to the Assigned Property. The parties intend that, upon the Assignment Date, Assignee shall become substituted for Assignor as the “Developer” under the H.S. Agreement with respect to the Assigned Property to the extent expressly provided for in this Assignment.

3. Assignor hereby agrees to protect, indemnify, defend and hold Assignee, its officers, directors, shareholders, members, affiliates, employees, successors and assigns, harmless from and against any and all claims, demands, damages, actions, causes of action, losses, judgments, liabilities, costs and expenses (including, without limitation, attorneys' fees, disbursements and court costs incurred as a result of such claims or in enforcing this indemnity provision) (collectively, “**Claims**”) arising out of or related to any breach of or default under the H.S. Agreement with respect to the Assigned Rights and Obligations first arising prior to the Effective Date. Assignee hereby agrees to protect, indemnify, defend and hold Assignor, its officers, directors, shareholders, members, affiliates, employees, successors and assigns, harmless from and against any and all Claims arising out of or related to any breach of or default under the H.S. Agreement with respect to the Assigned Rights and Obligations first arising after the Effective Date.

4. All of the covenants, terms and conditions set forth herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

5. The Notice Address described in Section 9 of the H.S. Agreement for the “Developer” with respect to the Assigned Property shall be:

6. This Assignment may be executed in one or more counterparts. All counterparts so executed shall constitute one contract, binding on all parties, even though all parties are not signatory to the same counterpart.

7. Assignor and Assignee each agree to perform such further acts and to execute and deliver such additional agreements and instruments as the other may reasonably require to consummate, evidence or confirm the assignment contained herein in the manner contemplated hereby.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the Effective Date.

ASSIGNOR:

_____,
a _____

By: _____
Name: _____
Title: _____

ASSIGNEE:

_____,
a _____

By: _____
Name: _____
Title: _____

Exhibit A

Legal Description of Assigned Property

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA,
COUNTY OF PLACER, CITY OF ROSEVILLE, AND IS DESCRIBED AS FOLLOWS:

SCHEDULE 4.2.7

CBCF AGREEMENT ASSIGNMENT

WHEN RECORDED,
RETURN TO:

ASSIGNMENT AND ASSUMPTION AGREEMENT
RELATIVE TO THE
COMMUNITY BENEFIT CONVEYANCE FEE AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT RELATIVE TO THE COMMUNITY BENEFIT CONVEYANCE FEE AGREEMENT (this “**Assignment**”) is entered into this ____ day of _____, 20__ (the “**Effective Date**”), by and between _____, a _____ (“**Assignor**”), and _____, a _____ (“**Assignee**”).

RECITALS

A. On March 4, 2005, Roseville/Fiddymont Land Venture, the Placer Land Trust and 1600 Placer Investors, L.P. (“**1600 Placer**”) entered into that certain agreement entitled “Notice of Conveyance Fee and First Amended and Restated Community Benefit Conveyance Fee Agreement”, as amended from time to time (hereinafter, the “**CBCF Agreement**”). The CBCF Agreement was recorded on July 14, 2005 in the Official Records of Placer County, California as Document No. 2005-0091542, and affects property within the West Roseville Specific Plan Area.

B. [Revise as applicable: On _____, 20__, 1600 Placer conveyed the Westpark property to PL Roseville, LP (“**PL Roseville**”). On _____, 20__, PL Roseville conveyed a portion of the Westpark property to Assignor. Upon each conveyance, the rights and obligations under the CBCF Agreement with respect to and as related to the property conveyed were transferred therewith.]

C. Assignor has conveyed to Assignee a portion of its property, more particularly identified and described in Exhibit A, attached hereto and incorporated herein by this reference (hereinafter the “**Assigned Property**”). The conveyance was pursuant to that certain Purchase and Sale Agreement and Escrow Instructions dated _____, 2019, as amended (the “**Purchase Agreement**”). Assignor desires to assign and Assignee desires to assume certain of Assignor’s right, title, interest, burdens and obligations under the CBCF Agreement.

ASSIGNMENT AND ASSUMPTION

NOW, THEREFORE, Assignor and Assignee hereby agree as follows:

1. Effective as of the Effective Date, Assignor hereby assigns to Assignee all of the rights, title, interest, burdens and obligations of Assignor under the CBCF Agreement solely with respect to and as related to the Assigned Property, arising from and after the Effective Date and expressly excluding (a) any prior breach or default by Assignor thereunder and (b) the Excluded Property (as defined in the Purchase Agreement) (the “**Assigned Rights and Obligations**”). As between Assignor and Assignee, Assignor retains all the rights, title, interest, burdens and obligations under the CBCF Agreement not included within the Assigned Rights and Obligations.

2. Effective as of the Effective Date, Assignee hereby assumes all of the Assigned Rights and Obligations and agrees to observe and fully perform all the duties and obligations of Assignor under the CBCF Agreement included within the Assigned Rights and Obligations and to be subject to all the terms and conditions thereof with respect to the Assigned Property. The parties intend that, upon Assignment Date, Assignee shall become substituted for Assignor as the “Developer” under the CBCF Agreement to the extent pertaining to the Assigned Property.

3. Assignor hereby agrees to protect, indemnify, defend and hold Assignee, its officers, directors, shareholders, members, affiliates, employees, successors and assigns, harmless from and against any and all claims, demands, damages, actions, causes of action, losses, judgments, liabilities, costs and expenses (including, without limitation, attorneys' fees, disbursements and court costs incurred as a result of such claims or in enforcing this indemnity provision) (collectively, “**Claims**”) arising out of or related to any breach of or default under the CBCF Agreement with respect to the Assigned Rights and Obligations first arising prior to the Effective Date. Assignee hereby agrees to protect, indemnify, defend and hold Assignor, its officers, directors, shareholders, members, affiliates, employees, successors and assigns, harmless from and against any and all Claims arising out of or related to any breach of or default under the CBCF Agreement with respect to the Assigned Rights and Obligations first arising after the Effective Date.

4. All of the covenants, terms and conditions set forth herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

5. The Notice Address described in Section 8.06 of the CBCF Agreement for the “Owner” with respect to the Assigned Property shall be:

6. This Assignment may be executed in one or more counterparts. All counterparts so executed shall constitute one contract, binding on all parties, even though all parties are not signatory to the same counterpart.

7. Assignor and Assignee each agree to perform such further acts and to execute and deliver such additional agreements and instruments as the other may reasonably require to consummate, evidence or confirm the assignment contained herein in the manner contemplated hereby.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the Effective Date.

ASSIGNOR:

_____,
a _____

By: _____
Name: _____
Title: _____

ASSIGNEE:

_____,
a _____

By: _____
Name: _____
Title: _____

Exhibit A

Legal Description of Assigned Property

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA,
COUNTY OF PLACER, CITY OF ROSEVILLE, AND IS DESCRIBED AS FOLLOWS:

SCHEDULE 5.1.10

MATERIAL AGREEMENTS

PARCEL F-55

- Development Agreement by and between the City of Roseville and Roseville Fiddymment Land Venture, LLC, which was recorded in the Official Records of Placer County, California on June 21, 2004 as Document No. 2004-0080708, as subsequently amended (the “**Parcel F-55 Development Agreement**” or the “**Development Agreement**”)
- School Mitigation Agreement by and between the Roseville City School District, Roseville Fiddymment Land Venture, LLC, and 1600 Placer Investors, LP, which was recorded in the Official Records of Placer County, California on October 14, 2003 as Document No. 2003-0176005, as subsequently amended (the “**E.S. Agreement**”)
- Amended West Roseville Specific Plan/Mutual Benefit High School Mitigation Agreement by and between Roseville Joint Union High School District, Roseville Fiddymment Land Venture, LLC and 1600 Placer Investors, LP, which was recorded in the Official Records of Placer County, California on November 17, 2004 as Document No. 2004-0153916, as subsequently amended (the “**H.S. Agreement**”)
- Notice of Conveyance Fee and First Amended and Restated Community Benefit Conveyance Fee Agreement by and between Placer Land Trust, 1600 Placer Investors, LP, and Roseville Fiddymment Land Venture, LLC, which was recorded in the Official Records of Placer County, California on July 14, 2005 as Document No. 2005-0091542, as subsequently amended (the “**CBCF Agreement**”)

PARCEL W-60A

- Development Agreement by and between the City of Roseville and 1600 Placer Investors, LP, which was recorded in the Official Records of Placer County, California on May 28, 2004 as Document No. 2004-0069488, as subsequently amended (the “**Parcel W-60a Development Agreement**” or the “**Development Agreement**”)
- E.S. Agreement
- H.S. Agreement
- CBCF Agreement

RESOLUTION NO. 19-338

AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE PARCEL F-55
GRANT DEED ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, the City intended to create a multi-field sports facility on Parcel F-55 located in the West Roseville Specific Plan (WRSP); and

WHEREAS, Westpark owns WRSP Parcel W-60a, which has been determined to be a better site for development of the multi-field sports facility; and

WHEREAS, a Purchase and Sale Agreement for the exchange of a portion of City-owned Parcel F-55 for Parcel W-60a owned by Westpark has been approved; and

WHEREAS, in accordance with California Government Code §38509, the Mayor and City Clerk are required to execute the Parcel F-55 Grant Deed on behalf of the City of Roseville; and

WHEREAS, staff recommends that the City Council authorize the Mayor and City Clerk to execute the Grant Deed for Parcel F-55 on behalf of the City; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Roseville that the Mayor and City Clerk are hereby authorized to execute the Grant Deed for Parcel F-55 on behalf of the City.

BE IT FURTHER RESOLVED that the City Clerk or title company is hereby directed to record the Grant Deed at the Placer County Recorder's Office.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



COUNCIL COMMUNICATION

CC #: 0177
File #: 0800-05

Title: Information Technology Vision and the FY2019-20 Information Technology Strategic Work Plan
Contact: Morgan Flowers 916-774-5157 mflowers@roseville.ca.us

Meeting Date: 7/17/2019
Item #: 9.1.

RECOMMENDATION TO COUNCIL

This item is informational and does not require a decision from Council.

BACKGROUND

It is impossible to ignore the impact of technology on our daily lives. However, in order to reap the benefits of technology, organizations, like Roseville, must adapt and grow how we conduct business. The Information Technology vision for the years to come is to focus on how people and our partnerships can help us become a successful Smart City.

Attached is our FY 2019/20 Strategic Work Plan for reference. This plan provides a high level overview of the departmental responsibilities, identifies key areas of importance and the impact those items have on the organization. This work plan also highlights the allocated resources and approved project list for FY 19/20 and their alignment with Council Goals.

For more information on our 2020 Technology Vision visit our website at Roseville.ca.us/IT.

FISCAL IMPACT

There is no fiscal impact to this item.

ECONOMIC DEVELOPMENT / JOBS CREATED

This item will not result in measurable job creation or economic development impact.

ENVIRONMENTAL REVIEW

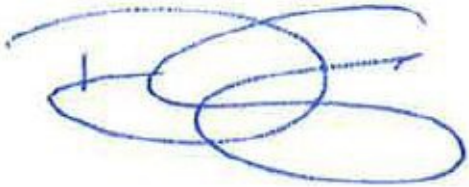
The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines

§15061(b)(3). The purchase of software and software maintenance does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Morgan Flowers, Business Systems Analyst

Hong Sae, Chief Information Officer



Dominick Casey, City Manager

ATTACHMENTS:

Description

2019/20 IT Strategic Work Plan Power Point

IT Strategic Work Plan FY2019/20



Information Technology Update

Hong Sae, Chief Information Officer

Angela Bal, IT Program Manager

Morgan Flowers, Business Systems Analyst

July 2019

Agenda

- Introduction
- Vision 2020
- Technology Governance & Projects
- Delivering Value
- Emerging & Disruptive Technology
- Potential Impacts to Business

Vision 2020



BUILD A DYNAMIC WORKFORCE

Build a dynamic technology workforce that takes pride in delivering quality services and creative solutions to our customers.



ENHANCE CITY PROCESSES

Simplify and streamline processes through lean practices, reducing bureaucracy, and applying technology to deliver better government services.



TRANSFORM OUR CITY THROUGH INNOVATION

Reimagine the City as platform for the most impactful, transformative technologies that will shape how we live and work in the future.

Helping us become a successful Smart City.

Initiatives at Glance



Build a dynamic workforce

- Training
- Cross-functional teams
- Continuous-improvement initiatives
- Succession planning

Initiatives at Glance



Enhance City processes

- IT Internal Service Fund
- Project management efforts
- Disaster recovery & business continuity plan
- Technology Governance

Initiatives at Glance

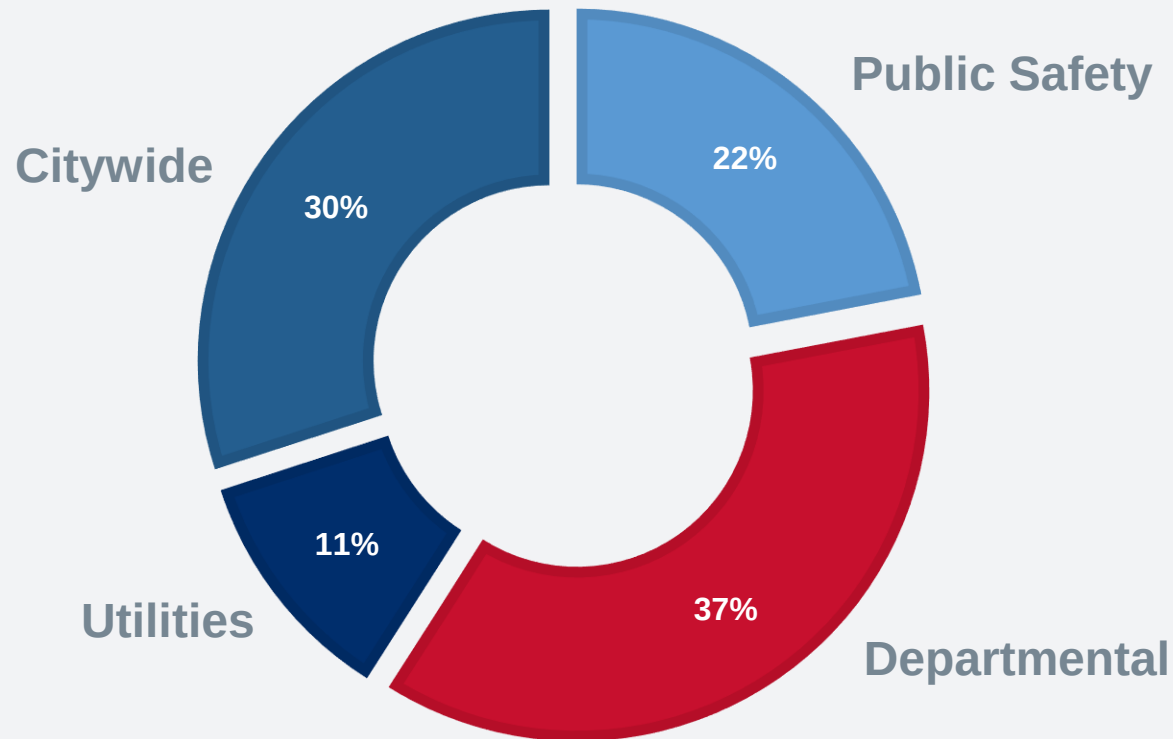


Transform our City through innovation

- Business intelligence & artificial intelligence
- Data security
- Community engagement, interactions and transactions
- Open data platform & digital transparency

Technology Governance & Projects

FY19/20 PROJECT DISTRIBUTION



A Year of Delivering Value (FY18/19)

More technology tools and services are being made available to staff and the community

40

Projects
submitted to
governance

21

Citywide
projects
completed

12

Projects in
progress

7

Projects
deferred / under
reconsideration

A Year of Delivering Value (FY18/19)

Our team is passionate & dedicated about providing superior customer service to the City.



A Year of Delivering Value (FY18/19)

Educating staff to improve security awareness.

Citywide Failure Rate – Phishing Test

9.27% 2019

23.8% 2016

Roseville is far below the average
industry infection rate of 15%

70,000

Wireless clients
connected to the City's
network in last 12 months

1,500

Active wireless clients
connected per day

Emerging & Disruptive Technology

- 3D Printing
- Digital Identity / Twin
- Smart Community / IoT
- Smart Robots
- 5G / Small Cell
- Chatbot / Conversation
- Artificial Intelligence
- Machine Learning
- Autonomous Vehicles
- Blockchain

Potential Impacts to Business

- Cyber security
- Legislature / out-funded \$
- IoT– Internet of Things
- Agile development
- Tariff & cost of goods
- Mergers & acquisitions
- Roles & responsibilities

Questions?



Information Technology **Strategic Work Plan FY 2019/20**



Our Story



Technology is what drives the future infrastructure of the City. Through collaborative partnership in many of our innovative projects today and investing in our team members with the right skill sets, cost effective solutions are delivered to support the Citywide operations and provide excellent services to our community.

Hong Sae (Sae), CGCIO

Chief Information Officer

www.roseville.ca.us/IT

Our Purpose

The Information Technology (I.T.) Department is an award-winning organization that is the centralized provider of technology solutions to the City of Roseville. The department provides essential infrastructure services such as data storage and internet connectivity, hardware and application deployment, support and maintenance, project management services; information security services, and a governance model for aligning city council goals, and allocation of funds.

This plan provides a high level overview of the departmental responsibilities, identifies key areas of importance and the impact those items have on the organization. This work plan also highlights the allocated resources and approved project list for FY 19/20.

Dominick Casey, City Manager



"Technology influences all aspects of our lives making it essential for governments to deliver services that are easy to use, reliable, and accessible from anywhere at any time. Our IT team is a highly motivated and exceptional group of professionals dedicated each day to delivering high quality, cost-effective services that make Roseville a desirable place to live and do business.

Our Vision

2020 Technology Roadmap

It is impossible to ignore the impact of technology on our daily lives. However, in order to gain the benefits of technology, organizations like Roseville, must adapt and grow how we conduct business. The Information Technology vision for the years to come is to focus on how people/partnerships, processes and technology can help us become a successful Smart City.



Build a Dynamic Workplace

Build a dynamic technology workforce that takes pride in delivering quality services and innovative solutions to their customers.



Enhance City Processes

Simplify and streamline processes through lean practices, reduce bureaucracy, and innovatively apply technology to deliver better government services.



Transform Our City Through Technology

Reimagine the City as a platform for the most impactful, transformative technologies that will shape how we live and work in the future.



Transform Our City Through Innovation

➔ Priorities

- Digitally transform how we engage with our community.
- Reduce the City's cyber risk.
- Improve quality of life for residents.

➔ Initiatives

- Expand knowledge in business intelligence (BI) & Artificial Intelligence (AI).
- Implement solutions to increase data security.
- Explore small cell technology.
- Implement new citywide collaboration tools.
- Enhance open data platform & digital transparency.
- Leverage new capabilities of data storage.
- Enhance citizen engagement & customer/government relationships.

Mike Sinor, IT Assistant Director



"An unprecedented technological revolution continues to disrupt the world around us. Government agencies have been slow to innovate and have not kept up with the speed of change. Roseville IT is working to make innovation a routine business practice—fully integrating it into our daily work.

From Idea to Project

Technology Governance Process

1 BUSINESS NEED IDENTIFIED



Work with an IT Analyst to submit a concept paper describing the problem, need, or issue.

2 PROJECT REVIEW & APPROVAL



The Technology Governance Committee will review project details and recommend project priorities to the Department Heads and City Manager for approval.

3 REQUEST FUNDING



After executive approvals, projects must go through the proper budget processes to request funding.

4 IMPLEMENT PROJECT



Once funding is approved, project planning can begin!

Angela Bal, IT Program Manager

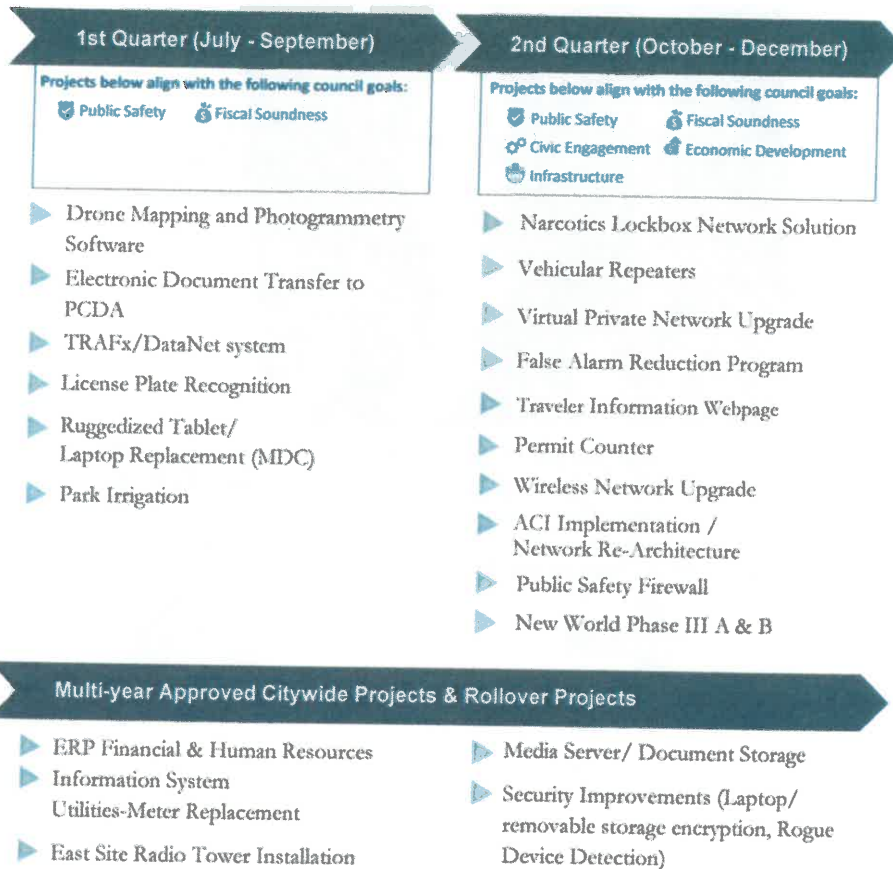


"As technology advances, so does the demand for technical goods and services. As an internal service fund, Roseville IT takes great pride in running like a business to help drive innovation and improve efficiencies. We are constantly maturing our technology governance process to help our partners invest in technology and provide them with the resources necessary to complete their projects.

Implementation Plan

FY 2019/20 approved project list & estimated completion

Below are the FY 19/20 approved projects identified in the Technology Project Resource Forecast (Appendix A). Each project directly correlates with our Vision 2020 key initiatives: people, processes and technology.



3rd Quarter (January-March)

Projects below align with the following council goals:

- ♿ Civic Engagement
- 💰 Fiscal Soundness
- 🏗️ Infrastructure

- ▶ Automated Bike-Ped Counters
- ▶ Conversion of Alt Tran Access Databases
- ▶ Data Storage System Upgrade
- ▶ Parks, Rec & Libraries System Replacement

4th Quarter (April-June)

Projects below align with the following council goals:

- 🛡️ Public Safety
- ♿ Civic Engagement
- 🏗️ Infrastructure
- 💰 Fiscal Soundness
- 🏡 Economic Development

- ▶ Camino Permit Guide (research)
- ▶ Document Management Solution
- ▶ New World Property and Evidence
- ▶ MDC Replacement
- ▶ New World Hardware Replacement
- ▶ Microtransit
- ▶ Electric Outage Management (OMS)
- ▶ Performance Evaluation Replacement
- ▶ Central Valley Information Regional Sharing System
- ▶ Dispatch Outage Web Map
- ▶ Group Ex Pro Class Management
- ▶ Extra Legal Load Permits
- ▶ Geographical Time-based Software

A Year of Delivering Value

IT FY 2018/19 at a Glance

Customer Service

Our team is passionate about providing superior customer service to the City.



Projects

More technology tools and services are being made available to staff and the community.



From the Text 911 Dispatch Improvements to the Waste Water Mobile App, several projects were completed in FY18/19.

Security

Roseville is educating our staff to improve information security awareness.

70K
Wireless clients connected to the City's network in last 12 months

1,500
Active wireless clients a day

Every year our staff becomes more cautious and aware of potential security threats through training and several mock email phishing exercises we have conducted over the last four years.

Citywide Infection Rate



Standard industry infection rate is approximately 15%

FY2019-20 Technology Project Resource Forecast

Program Information			Quarters				Internal Resources (Hours)				External Resources				Project Cost & Funding											
Dept - Business Priority (1-3)	Project ID	Submitting Dept	Project Lead	Q1	Q2	Q3	Q4	Info. Security Admin	Project Mgmt	Business Analyst	Technician	Developer	Analyst	GIS	Team Center	Network	Telephone	Video	Audio	Total Internal (Hours)	Sub-Total Internal (Hours)	City Cross Functional Resources (Count)	External Vendor Resources (Count)	Total Project Hours	Project Cost (\$100Ks)	Project Funding Source
Public Safety																										
1	2010001	Police	James Winchester	N	N	N	N	2	1	20	10	10	10	15	25	20	20	20	20	660	660	40	50	175	52.3	IT Budget 321,340.00
1	2010002	Police	James Winchester	N	N	N	N	2	1	20	10	10	10	15	25	20	20	20	20	660	660	40	50	175	52.3	IT Budget 321,340.00
1	2010003	Police	James Winchester	N	N	N	N	2	1	20	10	10	10	15	25	20	20	20	20	660	660	40	50	175	52.3	IT Budget 321,340.00
1	2010004	Police	James Winchester	N	N	N	N	2	1	20	10	10	10	15	25	20	20	20	20	660	660	40	50	175	52.3	IT Budget 321,340.00
1	2010005	Police	James Winchester	N	N	N	N	2	1	20	10	10	10	15	25	20	20	20	20	660	660	40	50	175	52.3	IT Budget 321,340.00
1	2010006	Police	James Winchester	N	N	N	N	2	1	20	10	10	10	15	25	20	20	20	20	660	660	40	50	175	52.3	IT Budget 321,340.00
1	2010007	Police	James Winchester	N	N	N	N	2	1	20	10	10	10	15	25	20	20	20	20	660	660	40	50	175	52.3	IT Budget 321,340.00
1	2010008	Police	James Winchester	N	N	N	N	2	1	20	10	10	10	15	25	20	20	20	20	660	660	40	50	175	52.3	IT Budget 321,340.00
1	2010009	Police	James Winchester	N	N	N	N	2	1	20	10	10	10	15	25	20	20	20	20	660	660	40	50	175	52.3	IT Budget 321,340.00
1	2010010	Police	James Winchester	N	N	N	N	2	1	20	10	10	10	15	25	20	20	20	20	660	660	40	50	175	52.3	IT Budget 321,340.00
1	2010011	Police	James Winchester	N	N	N	N	2	1	20	10	10	10	15	25	20	20	20	20	660	660	40	50	175	52.3	IT Budget 321,340.00
1	2010012	Police	James Winchester	N	N	N	N	2	1	20	10	10	10	15	25	20	20	20	20	660	660	40	50	175	52.3	IT Budget 321,340.00
1	2010013	Police	James Winchester	N	N	N	N	2	1	20	10	10	10	15	25	20	20	20	20	660	660	40	50	175	52.3	IT Budget 321,340.00
1	2010014	Police	James Winchester	N	N	N	N	2	1	20	10	10	10	15	25	20	20	20	20	660	660	40	50	175	52.3	IT Budget 321,340.00
1	2010015	Police	James Winchester	N	N	N	N	2	1	20	10	10	10	15	25	20	20	20	20	660	660	40	50	175	52.3	IT Budget 321,340.00
1	2010016	Police	James Winchester	N	N	N	N	2	1	20	10	10	10	15	25	20	20	20	20	660	660	40	50	175	52.3	IT Budget 321,340.00
1	2010017	Police	James Winchester	N	N	N	N	2	1	20	10	10	10	15	25	20	20	20	20	660	660	40	50	175	52.3	IT Budget 321,340.00
1	2010018	Police	James Winchester	N	N	N	N	2	1	20	10	10	10	15	25	20	20	20	20	660	660	40	50	175	52.3	IT Budget 321,340.00
1	2010019	Police	James Winchester	N	N	N	N	2	1	20	10	10	10	15	25	20	20	20	20	660	660	40	50	175	52.3	IT Budget 321,340.00
1	2010020	Police	James Winchester	N	N	N	N	2	1	20	10	10	10	15	25	20	20	20	20	660	660	40	50	175	52.3	IT Budget 321,340.00
1	2010021	Police	James Winchester	N	N	N	N	2	1	20	10	10	10	15	25	20	20	20	20	660	660	40	50	175	52.3	IT Budget 321,340.00
1	2010022	Police	James Winchester	N	N	N	N	2	1	20	10	10	10	15	25	20	20	20	20	660	660	40	50	175	52.3	IT Budget 321,340.00
1	2010023	Police	James Winchester	N	N	N	N	2	1	20	10	10	10	15	25	20	20	20	20	660	660	40	50	175	52.3	IT Budget 321,340.00
1	2010024	Police	James Winchester	N	N	N	N	2	1	20	10	10	10	15	25	20	20	20	20	660	660	40	50	175	52.3	IT Budget 321,340.00
1	2010025	Police	James Winchester	N	N	N	N	2	1	20	10	10	10	15	25	20	20	20	20	660	660	40	50	175	52.3	IT Budget 321,340.00
1	2010026	Police	James Winchester	N	N	N	N	2	1	20	10	10	10	15	25	20	20	20	20	660	660	40	50	175	52.3	IT Budget 321,340.00
1	2010027	Police	James Winchester	N	N	N	N	2	1	20	10	10	10	15	25	20	20	20	20	660	660	40	50	175	52.3	IT Budget 321,340.00
1	2010028	Police	James Winchester	N	N	N	N	2	1	20	10	10	10	15	25	20	20	20	20	660	660	40	50	175	52.3	IT Budget 321,340.00
1	2010029	Police	James Winchester	N	N	N	N	2	1	20	10	10	10	15	25	20	20	20	20	660	660	40	50	175	52.3	IT Budget 321,340.00
1	2010030	Police	James Winchester	N	N	N	N	2	1	20	10	10	10	15	25	20	20	20	20	660	660	40	50	175	52.3	IT Budget 321,340.00
1	2010031	Police	James Winchester	N	N	N	N	2	1	20	10	10	10	15	25	20	20	20	20	660	660	40	50	175	52.3	IT Budget 321,340.00
1	2010032	Police	James Winchester	N	N	N	N	2	1	20	10	10	10	15	25	20	20	20	20	660	660	40	50	175	52.3	IT Budget 321,340.00
1	2010033	Police	James Winchester	N	N	N	N	2	1	20	10	10	10	15	25	20	20	20	20	660	660	40	50	175	52.3	IT Budget 321,340.00
1	2010034	Police	James Winchester	N	N	N	N	2	1	20	10	10	10	15	25	20	20	20	20	660	660	40	50	175	52.3	IT Budget 321,340.00
1	2010035	Police	James Winchester	N	N	N	N	2	1	20	10	10	10	15	25	20	20	20	20	660	660	40	50	175	52.3	IT Budget 321,340.00
1	2010036	Police	James Winchester	N	N	N	N	2	1	20	10	10	10	15	25	20	20	20	20	660	660	40	50	175	52.3	IT Budget 321,340.00
1	2010037	Police	James Winchester	N	N	N	N	2	1	20	10	10	10	15	25	20	20	20	20	660	660	40	50	175	52.3	IT Budget 321,340.00
1	2010038	Police	James Winchester	N	N	N	N	2	1	20	10	10	10	15	25	20	20	20	20	660	660	40	50	175	52.3	IT Budget 321,340.00
1	2010039	Police	James Winchester	N	N	N	N	2	1	20	10	10	10	15	25	20	20	20	20	660	660	40	50	175	52.3	IT Budget 321,340.00
1	2010040	Police	James Winchester	N	N	N	N	2	1	20	10	10	10	15	25	20	20	20	20	660	660	40	50	175	52.3	IT Budget 321,340.00
1	2010041	Police	James Winchester	N	N	N	N	2	1	20	10	10	10	15	25	20	20	20	20	660	660	40	50	175	52.3	IT Budget 321,340.00
1	2010042	Police	James Winchester	N	N	N	N	2	1	20	10	10	10	15	25	20	20	20	20	660	660	40	50	175	52.3	IT Budget 321,340.00
1	2010043	Police	James Winchester	N	N	N	N	2	1	20	10	10	10	15	25	20	20	20	20	660	660	40	50	175	52.3	IT Budget 321,340.00
1	2010044	Police	James Winchester	N	N	N	N	2	1	20	10	10	10	15	25	20	20	20	20	660	660	40	50	175	52.3	IT Budget 321,340.00
1	2010045	Police	James Winchester	N	N	N	N	2	1	20	10	10	10	15	25	20	20	20	20	660	660	40	50	175	52.3	IT Budget 321,340.00
1	2010046	Police	James Winchester	N	N	N	N	2	1	20	10	10	10	15	25	20	20	20	20	660	660	40	50	175	52.3	IT Budget 321,340.00
1	2010047	Police	James Winchester	N	N	N	N	2	1	20	10	10	10	15	25	20	20	20	20	660	660	40	50	175	52.3	IT Budget 321,340.00
1	2010048	Police	James Winchester	N	N	N	N	2	1	20	10	10	10	15	25	20	20	20	20	660	660	40	50	175	52.3	IT Budget 321,340.00
1	2010049	Police	James Winchester	N	N	N	N	2	1	20	10	10	10	15	25	20	20	20	20	660	660	40	50	175	52.3	IT Budget 321,340.00
1	2010050	Police	James Winchester	N	N	N	N	2	1	20	10	10	10	15	25	20	20	20	20	660	660	40	50	175	52.3	IT Budget 321,340.00
1	2010051	Police	James Winchester	N	N	N	N	2	1	20	10	10	10	15	25	20	20	20	20	660	660	40	50	175	52.3	IT Budget 321,340.00
1	2010052	Police	James Winchester	N	N	N	N	2	1	20	10	10	10	15	25	20	20	20	20	660	660	40	50	175	52.3	IT Budget 321,340.00
1	2010053	Police	James Winchester	N	N	N	N	2	1	20	10	10	10	15	25	20	20	20	20	660	660	40	50	175	52.3	IT Budget 321,340.00
1	2010054	Police	James Winchester	N	N	N	N	2	1	20	10	10	10	15	25	20	20	20	20	660	660	40	50	175	52.3	IT Budget 321,340.00
1	2010055	Police	James Winchester	N	N	N	N	2	1	20	10	10	10	15	25	20	20	20	20	660	660	40	50	175	52.3	IT Budget 321,340.00
1	2010056	Police	James Winchester	N	N	N	N	2	1	20	10	10	10	15	25	20	20	20	20	660	660	40	50	175	52.3	IT Budget 321,340.00
1	2010057	Police	James Winchester	N	N	N	N	2	1	20	10	10	10	15	25	20	20	20	20	660	660	40	50	175	52.3	IT Budget 321,340.00
1	2010058	Police	James Winchester	N	N	N	N	2	1	20	10	10	10	15	25	20	20	20	20	660	660	40	50	175	52.3	IT Budget 321,340.00
1	2010059	Police	James Winchester	N	N	N	N	2	1	20	10	10	10	15	25	20	20	20	20	660	660	40	50	175	52.3	IT Budget 321,340.00
1	2010060	Police	James Winchester	N	N	N	N	2	1	20	10	10	10	15	25	20	20	20	20	660	660	40	50	175		

*** Should Year or Carry Forward Projects

* Merged Projects
** Study Year or Cut